



CITY COMMISSIONERS OF THE CITY OF WILDWOOD

Mayor/Commissioner – Ed Wolf – Seat 1

Mayor Pro-Tem/Commissioner – Ronald Allen – Seat 5

Pamala Harrison-Bivins – Seat 2

Don C. Clark – Seat 4

Robby Strickland – Seat 3

Bill Ed Cannon – City Manager

REGULAR MEETING

June 25, 2012

7:00 PM

PLEASE TURN OFF ALL CELL PHONES AND PAGERS

Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Department, ADA Coordinator, at 352-330-1330, Ext. 102, forty-eight (48) hours in advance of the meeting.

F.S.S. 286.0105A - If a person decides to appeal any decision made by the Commission with respect to any matter considered at this meeting, they will need a record of the proceedings, and that for such purpose they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

The City of Wildwood DOES NOT provide this verbatim record.

City Hall Commission Chamber - 100 N. Main Street, Wildwood, FL 34785

AGENDA

1. TIMED ITEMS AND PUBLIC HEARINGS

- a. **7:00 PM – PUBLIC HEARING – SECOND FINAL READING** – **Ordinance No. O2012-18**, an ordinance amending the adopted Interlocal Service Boundary and Joint Planning Agreement (ISB/JPA) Planning Services Sub-Agreement with Sumter County to reflect current planning conditions and to update the ISB Map and JPA Future Land Use Map to be consistent with the pending Comprehensive Plan Amendment (Attachments – *Staff Recommends Continuance of Second Reading of Ordinance No. O2012-18 until July 9, 2012 Meeting*)
- b. **7:00 PM – PUBLIC HEARING – SECOND FINAL READING** - **Ordinance No. O2012-19**; an ordinance approving the rezoning of Parcel G07A001 from C-1 (Commercial) to CIPD (Commercial/Industrial Planned Development) for the Police Communications Tower Site to bring the use of the property into compliance with the current Land Development Regulations based upon a favorable recommendation by the P&Z Board/Special Magistrate (Attachments)
- c. **7:00 PM – PUBLIC HEARING – SECOND FINAL READING** - **Ordinance No. O2012-20**; Establishing the Brownwood Community Development District, the legal description of its boundaries and the initial five members of the board and the grant of special powers requested, which includes recreational powers, security powers and mosquito control powers. The CDD is comprised of approximately 239.8± acres within the City of Wildwood (Attachments)
- d. **7:00 PM – PUBLIC HEARING – SECOND FINAL READING** - **Ordinance No. O2012-21**; an ordinance rezoning 301/466 LLC Property; Parcel Numbers D18=069, D18=040, D18=064, D18=041, D18=067 and D18=068 containing 222 acres ± generally located to the NW of US 301 and CR 214, from Neighborhood Mixed Use-7 (NMU-7) to Low Density Residential (R-1) to bring the property into compliance with the Future Land Use Map of the Comprehensive Plan and based upon a favorable recommendation by the P&Z Board/Special Magistrate (Attachments)
- e. **7:00 PM – PUBLIC HEARING – FIRST READING** - **Ordinance No. O2012-22**; an ordinance amending the Comprehensive Plan Amendment to Implement the Interlocal Service Boundary and Joint Planning Area with Sumter County (Attachment - *Staff Recommends Continuance of First Reading of Ordinance No. O2012-18 until July 9, 2012 Meeting*)

* Quasi Judicial Hearing

2. **REPORTS AND PUBLIC INPUT / SPECIAL PRESENTATION(S)**

- a. City Manager
- b. City Attorney
- c. City Clerk
- d. Commission Members
- e. Public Forum (10 minute time limit)
- f. Notes and Reports
 - 1. FYI – City’s building at 610 Jackson Street (Attachments – Information only)

3. **NEW BUSINESS – ACTION REQUIRED**

a. **MINUTES**

- 1. Minutes of Special Called Workshop Meeting held on June 5, 2012 (Attachments – Staff recommends approval)
- 2. Minutes of Regular Meeting held on June 11, 2012 (Attachments – Staff recommends approval)

b. **ORDINANCES FIRST READING ONLY (READ ONLY – NO VOTE)**

- 1. None

c. **RESOLUTIONS FOR APPROVAL**

- 1. **Resolution No. R2012-07** (TABLED 5/14/12 & 6/11/12) a Resolution Amending Chapters 4.3 and 5.1 of the City of Wildwood Personnel Rules (Attachments – Staff Recommends Approval)

d. **APPOINTMENTS**

- 1. None

e. **CONTRACTS AND AGREEMENTS**

- 1. Bruce Phillips’ request for approval to enter into a 3 year lease agreement with Acton Mobile Industries for the lease of a 24’ x 60’ temporary office trailer for the Utility Department to be located at the WWTP site (Attachments – Staff Recommends Approval)
- 2. Request approval of the Contract Amendment between the Department of Corrections and the COW to renew the Parks & Recreation Inmate Work Squad contract for a period of one (1) year effective October 2, 2012; there are no increases to cost (Attachments – Staff Recommends Approval)
- 3. Turkey Run, LLC’s Consent to Partial Assignment of ERCs Under Developer’s Agreement; Turkey Run is requesting approval to assign 50 ERCs for water and 50 ERCs for wastewater from Turkey Run’s reserved ERC’s to Providence ILF (Attachments – Staff Recommends Approval)
- 4. Utility Agreement Between the COW and Providence ILF (Attachments – Staff Recommends Approval)

f. **FINANCIAL**

1. Bills for Approval (Attachments – Staff Recommends Approval)
2. Request for approval to purchase new Kyocera TA 6550CI Color Digital Imaging System with monthly maintenance contract from EGP, Inc. to replace aging City Hall administration B & W copier (Attachments & Folder in your – Staff Recommends Approval)

g. GENERAL ITEMS FOR CONSIDERATION

1. Request for a donation from the City to sponsor several underprivileged children and youth living in and around Sumter County to attend the Blue Moon Ranch Equestrian Summer Programs being run by Blue Moon Ranch and S.P.I.R.I.T. and L.O.V.E. Outreach Ministries (Attachments – Board Option)
2. Site Plan Approval for SP 1204-02 Police Tower Site Plan to co-locate an existing antenna, including a shelter building, generator, and gas storage tank on Parcel G07A001 (Attachments – Staff Recommends Approval)
3. Discussion/Board Option of Accepting Donation of the Historical Baker House and five-acres plus 20 foot easement between C-44A and SR 44; approval of the cost of a Title Search; approval for City Attorney to proceed with a Title Search and based on the findings, approval to draw up an Agreement (Attachments – Board Option)
4. Special Event request from God's Glory Ministries and Care for Kids, Inc. to use City property (a portion of the north end of the parking lot behind the Church/Theater building and the grass area) and for a Police escort for Care for Kids, Inc. 5K Walk-A-Thon on Saturday, July 7th, from 6:00-8:00 a.m.; this is a Fundraiser for their Annual Back to School Bash planned for August (Attachments – Board Option)
5. Discussion/Decision on paint and trim color choices for the exterior of the City Hall Annex Building (No Attachments – City Manager to address)

4. ADJOURN

IMPORTANT DATES (No Attachments)

- a. **June 25, 2012 – (Monday)** – City Commission Regular Meeting – 7:00 PM – City Commission Chamber – City Hall
- b. **June 28, 2012 – (Thursday)** - Ribbon Cutting Ceremony at 5:30 PM for Wildwood Dental Care Center plus an Open House - from 5:00-7:00 PM - 590 S. Main Street, Wildwood - Please join us for light refreshments and a chance to win several door prizes including a free exam and free at home bleaching
- c. **July 4, 2012 – (Wednesday)** – **4TH OF JULY HOLIDAY** - City of Wildwood CLOSED Except Police Dept.
- d. **July 24, 2012 – (Tuesday)** - Congressman Rich Nugent Community Outreach Meeting – 9:30-10:30 AM – City Hall Commission Chamber (Representative from his staff available to help members of the public with any problems relative to government services, i.e. Social Security, VA Benefits, etc.)
- e. **July 26, 2012 – (Thursday)** - Ribbon Cutting Ceremony for Sumter County Farm Bureau Insurance - Richard Helms – 3:30 PM - 1102 North Main Street in Wildwood (Hunt Building)
- f. **August 16, 2012 – (Thursday)** Wildwood Springs Community Development District - Public Hearing to adopt proposed budget for FY 2013 – 1:00 PM – Wildwood Community Center

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ORDINANCE NO. O2012-18

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA;
AMENDING THE ADOPTED INTERLOCAL SERVICE
BOUNDARY AND JOINT PLANNING AGREEMENT BETWEEN
THE CITY OF WILDWOOD AND SUMTER COUNTY;
PROVIDING FOR CONFLICT; PROVIDING FOR
CODIFICATION, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City passed Ordinance O2009-10 on or about April 13, 2009, adopting the Interlocal Service Boundary and Joint Planning Agreement between Sumter County (the "County") and the City of Wildwood ("City").

WHEREAS, the City passed Ordinance O2010-14 on or about August 9, 2010 amending the Interlocal Service Boundary (ISBA) and Joint Planning Agreement (JPA) between the County and the City;

WHEREAS, the City's Comprehensive Plan rewrite was approved by the state land planning agency on or about April 12, 2010 in which no petition challenging the amendment was filed;

WHEREAS, the City and the County wish to update the Planning Service Delivery Sub-Agreement to reflect current planning conditions; and

WHEREAS, the City and the County wish to amend the boundary of the Interlocal Service Boundary and the future land uses within the boundary.

NOW THEREFORE, be it ordained by the City Commission of the City of Wildwood, Florida, as follows:

SECTION 1. AGREEMENT: The Planning Service Delivery Sub-Agreement included as part of Interlocal Service Boundary and Joint Planning Area Agreement between the City of Wildwood and Sumter County adopted by Ordinance O2010-14 is hereby stricken in its entirety and replaced by the "Planning Service Delivery Sub-Agreement" attached hereto and included herein as Exhibit "A."

SECTION 2. INTERLOCAL SERVICE BOUNDARY MAP: The Interlocal Service Boundary Map, referred in the Interlocal Service Boundary Agreement as "Map 1," is hereby amended and included herein as Exhibit "B."

SECTION 3. LAND USE MAP: The Current Anticipated Future Land Uses in the MSA map, referred to in the Interlocal Service Boundary Agreement as "Map 2," is hereby deleted and replaced with the Joint Planning Area Future Land Use Map included herein as Exhibit

“C.”

SECTION 4. CONFLICT: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5. SEVERABILITY: If any section, subsection, sentence, clause, phrase of this Ordinance, or any particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 6. CODIFICATION: The ISBA and JPA, as amended by this ordinance, shall be codified as a new Chapter 24 of the Sumter County Code, which shall be entitled “Interlocal Service Boundary Agreements”.

SECTION 7. EFFECTIVE DATE This Ordinance shall take effect upon final approval by the City Commission of the City of Wildwood and the final approval by the Sumter County Commission of the aforementioned sub-agreement, and the date upon which the last entity passes an ordinance approving the amendment. If a specific effective date is included in a provision of one of the sub-agreements adopted by this ordinance.

DONE AND ORDAINED this _____ day of _____ 2012, in Regular Session by the City Commission of the City of Wildwood, Florida.

City Commission
City of Wildwood, Florida

ATTEST: _____
Joseph Jacobs City Clerk

Ed Wolf, Mayor

First Reading: _____

Second Reading: _____

Approved as to form:

Jerri A. Blair, City Attorney

Ordinance O2012-18

Exhibit A

Planning Service Delivery Sub-Agreement

Planning Service Delivery Sub-Agreement

This Planning Service Delivery Sub-Agreement is made and entered into this 25th day of June, 2012, by and between the City of Wildwood (“City”) and Sumter County (“County”).

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and,

WHEREAS, the County possesses powers of self government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes: and,

WHEREAS, The County and City each provide planning, zoning, and development review services within their respective jurisdictions. This independent approach to planning, zoning, and development review services often leads to inefficient and uncoordinated development. Currently, coordination of planning, zoning, and development review issues occur in an informal manner; and,

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as joint planning; and,

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate future land use, public facilities and services, and protection of natural resources; and,

WHEREAS, Section 171.203(6), Florida Statutes (2011), allows an interlocal service boundary agreement to establish a process for land use decisions consistent with part II of Chapter 163, including those which may allow a municipality to adopt land use changes consistent with part II of Chapter 163 for areas that are scheduled to be annexed within the term of the interlocal agreement; and,

WHEREAS, the City and County have amended the Intergovernmental Coordination Element of their respective comprehensive plans to reference the Interlocal Service Boundary Agreement pursuant to Section 171.203, Florida Statutes (2011).,

WHEREAS, Section 171.203, Florida Statutes (2011), provides that a municipality that is a party to an interlocal service boundary agreement that identifies an unincorporated area for

municipal annexation must adopt a municipal service area as an amendment to its comprehensive plan to address possible future annexations; and,

WHEREAS, the Local Government Comprehensive Planning and Land Development Regulation Act, Chapter 163, Part II, Florida Statutes, requires that counties and City include in their respective planning efforts intergovernmental coordination and particularly, mechanisms for identifying and implementing joint planning areas; and,

WHEREAS, Section 163.3171 Florida Statutes (2011), provides for joint planning agreements for the joint exercise of the planning authority of the County and the City within incorporated and unincorporated areas; and,

WHEREAS, Section 171.204, Florida Statutes (2011), allows a municipality to pursue annexation of land which is not contiguous to the municipality, creates an enclave or is not reasonably compact when a county and municipality enter into a joint planning agreement under Section 163.3171; and,

WHEREAS, the State Comprehensive Plan requires local governments to direct development to those areas which have in place the land and water resources, fiscal abilities, and service capacity to accommodate growth in an environmentally acceptable manner; and,

WHEREAS, the State Comprehensive Plan requires local governments to protect the substantial investment in public facilities that already exist and to plan for and finance new facilities in a timely, orderly, and efficient manner; and,

WHEREAS, the City and the County wish to identify lands that are logical candidates for urbanized development, the appropriate land uses and infrastructure needs and provider for such lands, ensure protection of natural resources, and to establish coordinated countywide planning efforts; and,

WHEREAS, the extension of the City and County facilities and services are most efficiently provided if the process and timing of long range planning and development review processes for the City and County are clearly identified and part of a unified countywide planning organization in advance of City and County capital planning, commitment, and expenditure;

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree to enter into this joint planning agreement pursuant to Sections 163.3171 and 171.204, Florida Statutes, and that a coordinated approach to planning, zoning, and development review will result in development patterns that protect and promote the health and welfare of all of the citizens of Sumter County. Therefore, the County and City agree as follows:

1. Planning Service Delivery.

- a. The City shall serve as the single point of service for planning, zoning, and development review issues including, but not limited to preparation and adoption of comprehensive plan amendments, amending land development regulations and issuing development orders, within the incorporated boundaries of the municipality; and
- b. The County shall serve as the single point of service for planning, zoning, and development review issues including, but not limited to, preparation and adoption of comprehensive plan amendments, amending land development regulations and issuing development orders, within the unincorporated areas and within other cities that agree to consolidate.

2. Municipal Service Area.

- a. The Municipal Service Area (MSA) is defined as the area outside of the City's boundary that constitutes a logical area for urbanized development and serves as the Joint Planning Area (JPA), as more specifically defined in Sections 171.202(11) and 163.3171, Florida Statutes (2011).
- b. At the time of execution of this agreement, the current boundary of the MSA is reflected on Map "1" attached hereto and incorporated herein.
- c. The City has demonstrated that public services are readily available or planned to be provided within a reasonable timeframe within the current boundaries of the MSA.
- d. Before any amendments to increase the size of the MSA, the City shall demonstrate that public services are readily available or plan to be provided within a reasonable timeframe for the proposed area.
- e. Consistent with Section 171.203(11) and Section 163.3171, Florida Statutes (2011), the County and City shall, prior to implementation of any of the benefits for annexations provided for within Section 171, Part II, Florida Statutes, and implementation of the Joint Planning Area and its benefits provided for within Chapter 163, Part II, Florida Statutes, within the MSA boundary as identified on Map "1" attached hereto and incorporated herein, seek amendment of their respective comprehensive plans as follows, subject to the statutory review authority of the Florida Department of Economic Opportunity:

- i. The City and the County shall amend their respective comprehensive plans:

- A. To incorporate the boundaries of the MSA and Joint Planning Area (JPA) as reflected in the attached Map "1" and the anticipated future land uses of the MSA/JPA as reflected in the attached Map "2" into the Future Land Use Maps of their respective Comprehensive Plans. These

amendments will be transmitted to the Department of Economic Opportunity within 2 months of the date of execution of this agreement; and,

B. Amend the intergovernmental coordination element of the City and County Comprehensive Plans as described in Section 163.3177(6)(h)1., Florida Statutes (2011) as follows:

I. To allow for annexations of any areas within the MSA that would not otherwise be possible under Chapter 171, Florida Statutes, because they would create pockets, create enclaves, or would be noncontiguous and to require procedures for such annexations be implemented in the City and County Land Development Regulations, subject to the approval of the required amendments to the City and County's Future Land Use Maps, which will be transmitted to the Department of Economic Opportunity within 2 months of the execution of this agreement.;

II. To require that the City and County implement a process for land use decisions within the MSA consistent with this agreement and Part II of Section 163; and,

III. To require that the City and County implement the procedures consistent with this agreement for preparing and adopting comprehensive plan amendments, administering land development regulations and issuing development orders within the MSA.

ii. The County and City shall also adopt this agreement into their comprehensive plans..

- f. The City and County further agree that if approval of the Comprehensive Plan amendments exceeds any applicable time frames required by this Agreement or Statute for such approval, that this Agreement will remain in full force and effect and the Parties will continue to work together to seek approval of the required amendments and neither party shall have the right to terminate it as indicated in paragraph 6.a., of the Master Agreement at least until the objectives provided for in this sub-agreement have been met and the City and County have amended the intergovernmental coordination elements of their respective comprehensive plans so that the requirements of this sub-agreement have been adopted into their respective comprehensive plans and their future land use maps have been amended to include boundaries of the MSA as it appears on Map "1" and the anticipated future land uses as reflected on Map "2"; their respective comprehensive plan amendments have been approved; and the comprehensive plan amendments have been finalized. Nothing herein shall be deemed to indicate that the parties should terminate this agreement after these objectives have been met, but neither party may terminate this agreement as provided for in the Master Agreement in paragraph 6.a., until these objectives have been met.

3. Termination of this Agreement. This Agreement may not be terminated pursuant paragraph 6 of the Master Interlocal Service Boundary and Joint Planning Agreement until the following has occurred:

- a. The City and County comprehensive plans adopting the MSA as depicted in Maps “1” and “2” have been approved and the amendments become effective as described in Section 163.3184(3)(c)4, Florida Statutes (2011);
- b. The other Comprehensive Plan Amendments required by this planning agreement have been approved and the amendments become effective as described in Section 163.3184(3)(c)4, Florida Statutes (2011) ; and,
- c. All of the comprehensive plan amendments required by this Agreement have been finalized.

4. Global Changes to MSA Boundary. A “Global Change” shall be understood herein to mean any change to the MSA boundary as it is defined upon the effective date of this Agreement. Amendments to the MSA boundary shall be by amendment to the Comprehensive Plans of the County and City, and shall, not be effective unless jointly approved by both the County and City or determined through dispute resolution.

5. Future Land Use Pattern. The City and County agree to the generalized future land use pattern for the MSA shown on Map 2. The City and County shall amend their respective Comprehensive Plan’s future land use maps to reflect the agreed future land use pattern. The Parties will cooperate with each other in the Comprehensive Plan amendment process. If the Florida Department of Economic Opportunity challenges the amendments and request a hearing with the Division of Administrative Hearings, this Agreement will remain in full force and effect and the Parties will continue to work together to determine the proper future land uses and obtain a compliance agreement with the Florida Department of Economic Opportunity.

6. Annexation within the MSA.

a. Following the effective date as described in Section 163.3184(3)(c)4, Florida Statutes (2011) of the required comprehensive plan amendments to implement the MSA/JPA within the City’s and County’s Future Land Use Maps, the City may annex any property within the MSA including property that is not contiguous, that creates enclaves, or that creates pockets, if the property proposed for annexation meets the following criteria:

i. It is consistent with the prerequisites to annexation and consent requirements for annexation in Section 171.204 and Section 171.205, Florida Statutes;

ii. Utilities are available or scheduled to be provided to the property within five (5) years;

iii. A road directly impacted by the annexation, meaning such road directly abuts the property or otherwise provides significant service to the property, meets concurrency or concurrency deficiencies are mitigated through a binding agreement;

iv. All other municipal services are available to the site; and,

v. City has adopted the MSA as part of its Comprehensive Plan, as required by Section 171.203(11), Florida Statutes.

b. Property within the MSA that is contiguous to the City, does not create enclaves and does not create pockets may be annexed into the City without meeting the criteria of subsection 6a as long as the requirements of Part I of Chapter 171, Florida Statutes, have been met.

c. If property within the MSA abuts a segment of a roadway, then at the time of its annexation, the road right of way (including the road and adjacent right of way) of the entire road segment shall be deemed to be annexed simultaneously into the City if the annexation of the property (not including the roads) will result in 51% or more of the road segment as defined in the Roads sub-agreement to be annexed into the City.

7. Minor Amendments to MSA Boundary. Following the effective date as described in Section 163.3184(3)(c)4, Florida Statutes (2011) of the comprehensive plan amendments to implement the MSA/JPA within the City's and County's Future Land Use Maps, the MSA may be expanded to include a parcel or parcels of property for annexation following joint approval by the City and County. Approval shall not be unreasonably withheld if the property meets the criteria for annexation within the MSA and there is no increase in density or intensity of development. If there is an impasse, the City and County will resolve through the dispute resolution process. The expanded MSA shall not take effect until the City's and County's Future Land Use Maps are amended.

8. Annexation of Properties Partially in the MSA.

Following the effective date as described in Section 163.3184(3)(c)4, Florida Statutes (2011) of the comprehensive plan amendments to implement the MSA/JPA within the City's and County's Future Land Use Maps :

a. If at least 50% of the area of the property proposed to be annexed is within the MSA, then the property shall be treated as if it were all within the MSA for purposes of this Agreement;

b. If less than 50% of the area of the property proposed to be annexed is within the MSA, then it shall be treated as outside the MSA for purposes of this Agreement;

c. The above provisions shall not be construed so that a property owner could not choose to annex a portion of a property inside the MSA;

9. Review of Applications Received by County. To assure coordination of plans for City and County development:

- a. County staff shall, within five (5) working days of receipt of development or land use related applications, inform City staff of all applications which may affect development within the MSA. The “development or land use related applications” or “applications”, as described above, for purposes of this Agreement shall include amendments to the future land use map and amendments to the text of the comprehensive plan, rezonings, planned unit developments, commercial site plans and subdivisions of land which would create five (5) or more lots;
- b. City staff will receive copies of the development or land use related applications, staff reports and minutes or records approving any such change or amendment, including notice of final approval of same;
- c. The County will include the City as part of the County’s Development Review Committee (DRC) for projects within the MSA and will afford an opportunity to the City to participate as an advisory non-voting member at the DRC meetings;
- d. The City will provide the County its comments on proposed development and land use related applications at least one (1) business day before the DRC meeting or within ten (10) working days of receipt of a copy of applications for rezonings and comprehensive plan amendments; and
- e. These comments will be presented to the County’s Zoning and Adjustment Board and Board of County Commissioners by County staff.

10. Review of Development and Land Use Related Applications Received by City.
To assure coordination of plans for City and County development:

- a. City staff shall, within five (5) working days of receipt, inform County staff of all applications which may affect development within municipal boundaries (annexed areas) of the MSA;
- b. County staff will receive copies of the applications, staff reports and minutes or records approving any such change or amendment, including notice of final approval of same;
- c. The City will include the County as part of the City’s staff review process for projects within the municipal boundaries of the MSA and will afford an opportunity to the County to participate as a member of the City’s Project Review Committee meetings;
- d. The County will provide the City its comments on proposed development applications at least one (1) business day before the staff review meeting or within ten (10) working days of receipt of a copy of applications for rezonings and comprehensive plan amendments; and

e. These comments will be presented to the City's respective Planning Board and City Commission by City staff.

11. Commercial Design Standards. Within the MSA, the County will adhere to the City's Design District Standards,. The City shall provide design standard review at no charge to the County.

End of Planning Service Sub-Agreement

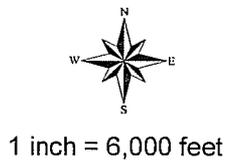
Ordinance O2012-18

Exhibit B

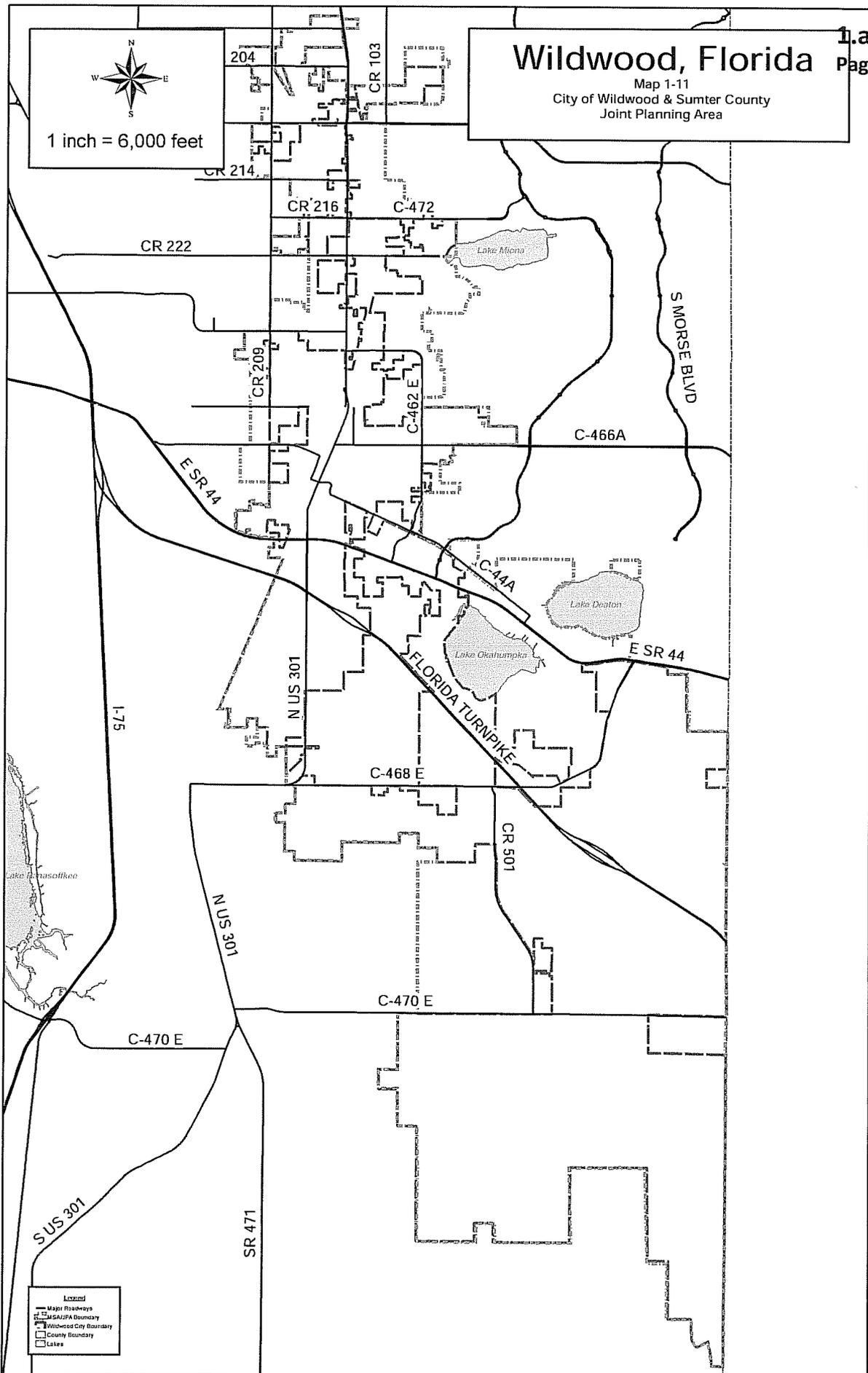
Interlocal Service Boundary Map (Map 1)

Wildwood, Florida

Map 1-11
City of Wildwood & Sumter County
Joint Planning Area



1 inch = 6,000 feet



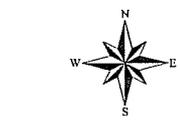
Ordinance O2012-18

Exhibit C

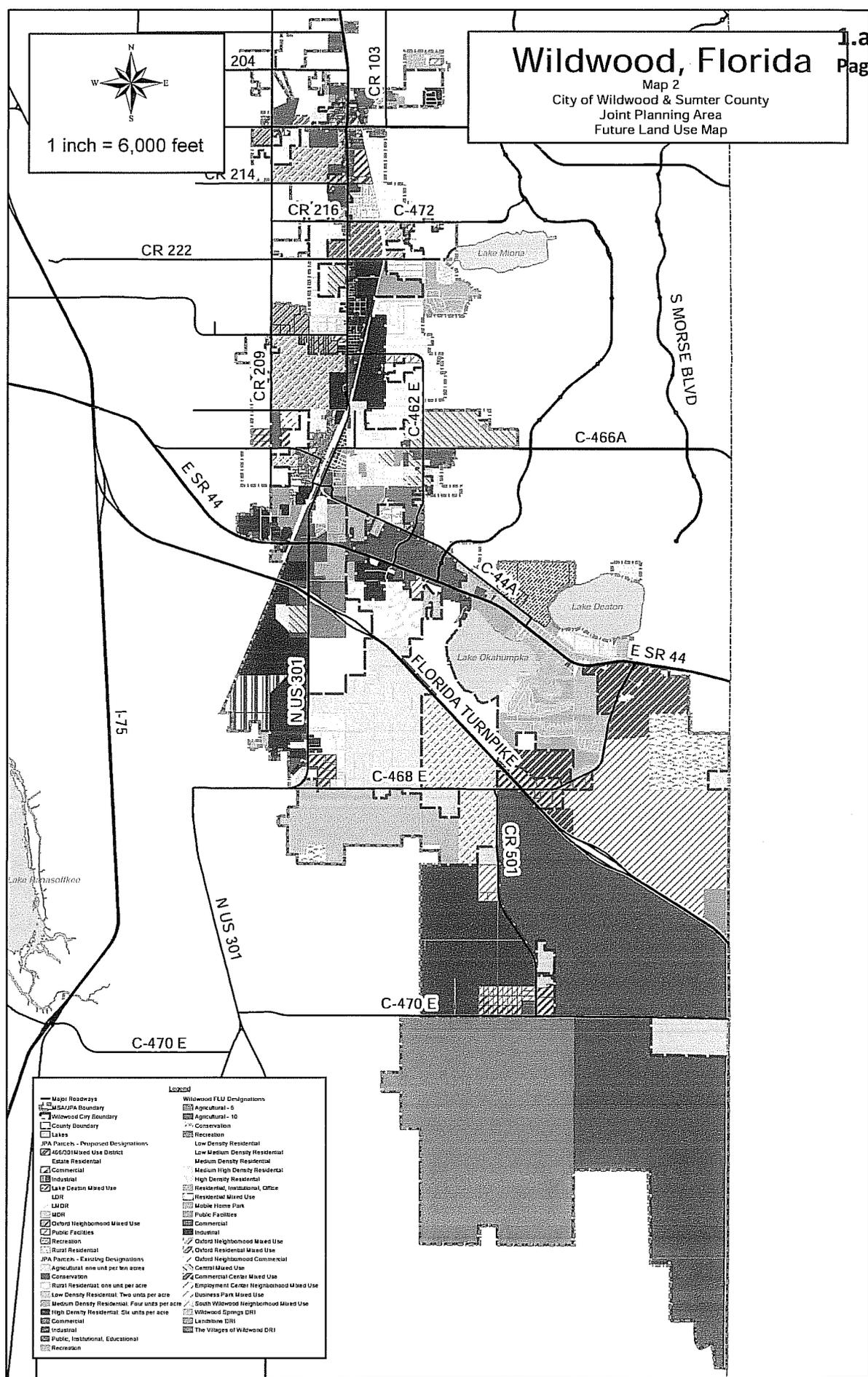
Joint Planning Area Future Land Use Map (Map 2)

Wildwood, Florida

Map 2
 City of Wildwood & Sumter County
 Joint Planning Area
 Future Land Use Map



1 inch = 6,000 feet



Legend	
	Major Roadways
	Wildwood City Boundary
	County Boundary
	Lakes
	JPA Patch - Proposed Designations
	46209 Flood Use District
	Estate Residential
	Commercial
	Industrial
	Lake Deaton Mixed Use
	MDR
	MDR
	Oxford Neighborhood Mixed Use
	Public Facilities
	Recreation
	Rural Residential
	JPA Patch - Existing Designations
	Agricultural one unit per five acres
	Conservation
	Rural Residential: one unit per acre
	Low Density Residential: Two units per acre
	Medium Density Residential: Four units per acre
	High Density Residential: Six units per acre
	Commercial
	Industrial
	Public, Institutional, Educational
	Recreation
	Wildwood FLU Designations
	Agricultural - 5
	Agricultural - 10
	Conservation
	Recreation
	Low Density Residential
	Low Medium Density Residential
	Medium Density Residential
	Medium High Density Residential
	High Density Residential
	Residential, Institutional, Office
	Residential Mixed Use
	Mobile Home Park
	Public Facilities
	Commercial
	Industrial
	Oxford Neighborhood Mixed Use
	Oxford Residential Mixed Use
	Oxford Neighborhood Commercial
	Central Mixed Use
	Commercial Center Mixed Use
	Employment Center Neighborhood Mixed Use
	Business Park Mixed Use
	South Wildwood Neighborhood Mixed Use
	Wildwood Springs DRH
	Landshore DRH
	The Villages of Wildwood DRH

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Police Tower Rezoning RZ 1204-01

REQUESTED ACTION: Public Hearing and second reading to adopt Ordinance O2012-19.

Work Session (Report Only) **DATE OF MEETING:** 6/25/12
 Regular Meeting Special Meeting

CONTRACT: N/A Vendor/Entity: _____
Effective Date: _____ Termination Date: _____
Managing Division / Dept: _____

BUDGET IMPACT: _____

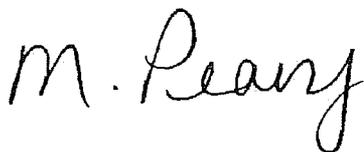
Annual **FUNDING SOURCE:** _____
 Capital **EXPENDITURE ACCOUNT:** _____
 N/A

HISTORY/FACTS/ISSUES:

City staff seeks approval from the City Commission for a Commercial/Industrial Planned Development (CIPD) on property zoned C-1 (Commercial). The zoning map amendment is intended to bring the use of the property into compliance with the current Land Development Regulations. **Staff recommends approval of Ordinance #02012-19 (attached).**

The 1.42 +/- acre subject parcel is generally located to the south of the intersection of US Hwy 301 (Main Street) and County Road 44A (Huey Street). The property is currently used as a communications tower utilized by the City of Wildwood Police Department and the Sumter County Fire and Emergency Management Services. Improvements are necessary to the tower site, and a Planned Development is proposed so the Project will be a conforming use under the Land Development Regulations.

Case RZ 1204-01 was considered by the Planning & Zoning Board/Special Magistrate on Tuesday, June 5, 2012. The Planning & Zoning Board/Special Magistrate gave a favorable recommendation of the rezoning to the City Commission.



Melanie Peavy
Development Services Director

City of Wildwood
Planning & Zoning Board/Special Magistrate

The case below was heard on Tuesday, June 5, 2012 by the Special Magistrate. The applicant seeks approval and favorable recommendation from the Wildwood Planning and Zoning Board/Special Magistrate for a Commercial/Industrial Planned Development (CIPD) on the 1.32 acre subject property. The site is generally located to the south of the intersection of US Hwy 301 (Main Street) and County Road 44A (Huey Street).

Case: RZ 1204-01

Parcel(s): G07A001

Owner: City of Wildwood

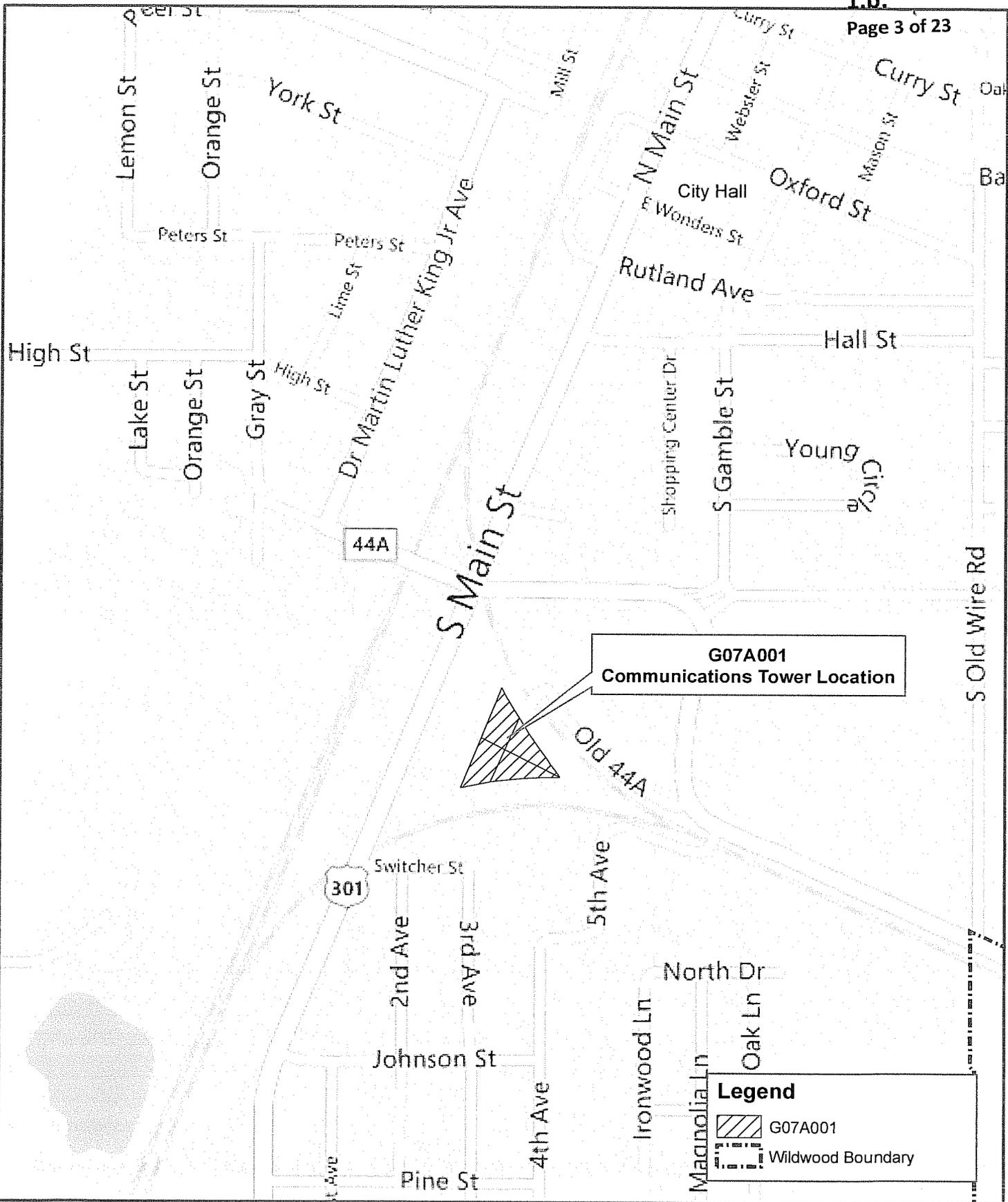
Applicant: City of Wildwood

Based upon the testimony and information presented, the Special Magistrate recommends approval of Ordinance O2012-19 to be forwarded to the City Commission for approval.

Dated: June 5, 2012

/Proposed/

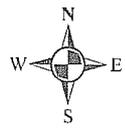
Archie O. Lowry, Jr.
Special Magistrate, City of Wildwood



G07A001
Communications Tower Location

Legend

-  G07A001
-  Wildwood Boundary



1 inch = 500 feet

G07A001
Communications Tower Location
City of Wildwood, Florida

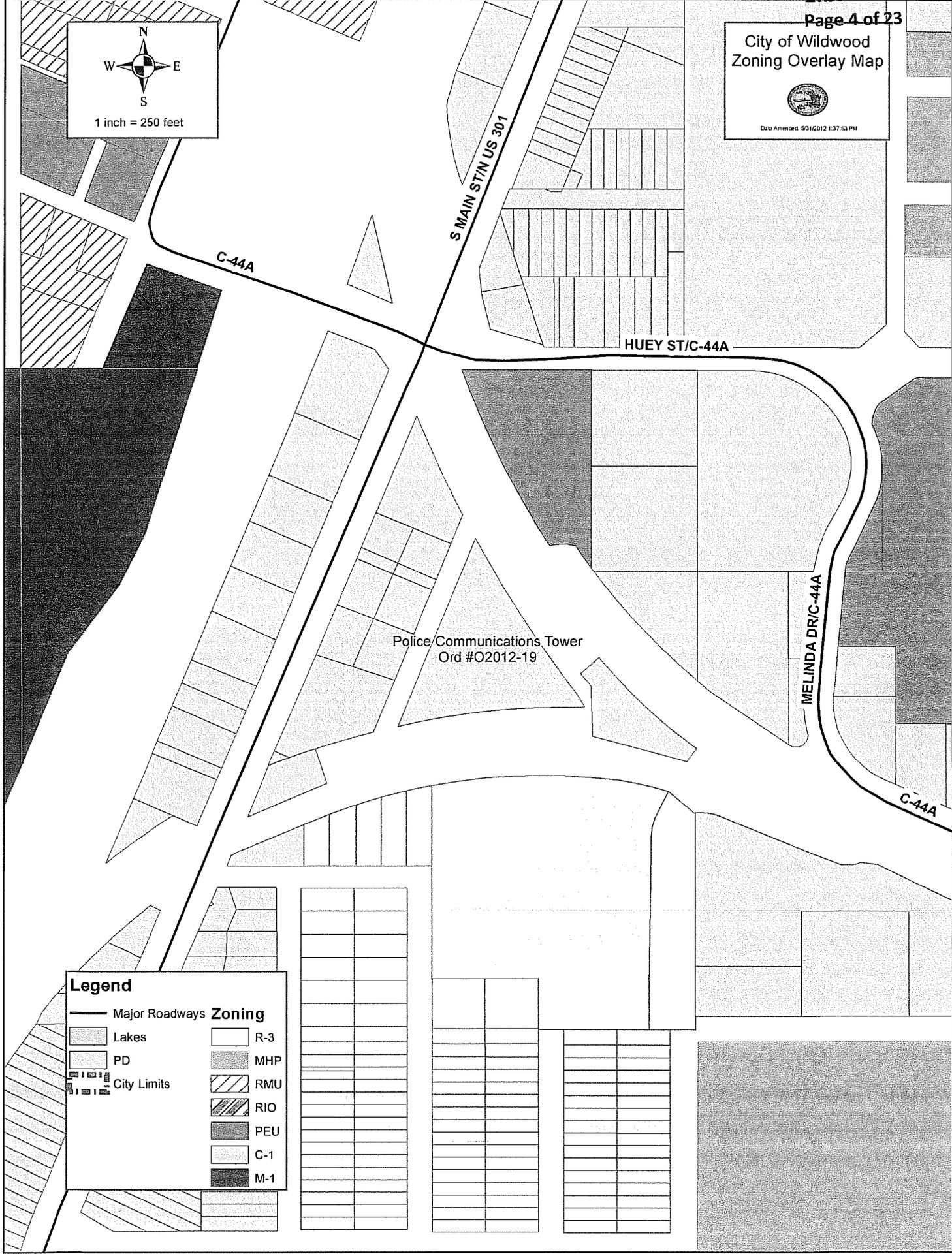


City of Wildwood
Zoning Overlay Map



Date Amended: 5/31/2012 1:37:53 PM

1 inch = 250 feet



Legend

Major Roadways	Zoning
Lakes	R-3
PD	MHP
City Limits	RMU
	RIO
	PEU
	C-1
	M-1

ORDINANCE NO. 2012-19

AN ORDINANCE OF THE CITY OF WILDWOOD GRANTING A REQUEST FOR A PLANNED DEVELOPMENT PURSUANT TO SECTION 8.6 OF THE LAND DEVELOPMENT REGULATIONS; FOR CERTAIN PROPERTY WITHIN THE CITY OF WILDWOOD, FLORIDA; OWNED BY CITY OF WILDWOOD, FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED by the City Commission of the City of Wildwood, Florida, as follows:

The application for a Commercial/Industrial Planned Development was heard by and before the City Commission, Wildwood, Florida, on this _____ day of _____ 2012. Based upon the verified application and supporting documents, analyses, maps, charts, other evidence and instruments; the advice, report and recommendations of the Project Review Committee; and the testimony adduced and evidence received at the Public Hearing by the Planning and Zoning Board on June 5, 2012; and otherwise being fully advised, the City Commission does hereby find and determine as follows:

SECTION 1: GENERAL FINDINGS

- A. That the Wildwood Police Department Communications Tower and Equipment Shelter Planned Development Application (herein referred to as the "Project") was duly and properly filed on April 19, 2012.
- B. The Project is located at 400 Roy Street in Wildwood, Florida and is legally described in "Exhibit A."
- C. That the Project is currently utilized by the City of Wildwood Police Department and Sumter County Fire and Emergency Management Services as a communications tower.
- D. That improvements to the site and are necessary to protect the public's health, safety and welfare.
- E. That the Project was reviewed by the Project Review Committee and found to meet or exceed the minimum standards of the City's Comprehensive Plan, Land Development Regulations, Code of Ordinances, and all other applicable ordinances and regulations.
- F. That the Project has complied with the conceptual development plan provision as required by Section 8.4 of the Land Development Regulations.

- G. That the City has complied with the due notice requirements of subsection 3.3(B)(3) of the Land Development Regulations.

SECTION 2: FINDINGS REGARDING PLANNED DEVELOPMENT OVERLAY

- A. That the Project has applied for a Commercial/Industrial Planned Development (CIPD) of the lands described in "Exhibit A".
- B. That the zoning district of the subject land described in "Exhibit A" is classified as Commercial (C-1) on the City of Wildwood Zoning Map.
- C. That the Project is consistent with both the City of Wildwood Comprehensive Plan, the intent and purpose of the City of Wildwood Land Development Regulations, and does promote the public health, safety, morals, welfare, and orderly growth of the City of Wildwood.
- D. That the City of Wildwood Land Development Regulations are consistent with the provisions of the "Planned Development Agreement" as hereinafter set forth in Section 3 of this Ordinance. With respect to any conflict between the Land Development Regulations and the "Planned Development Agreement", the provisions of the "Planned Development Agreement" shall govern.
- E. This Ordinance shall become effective immediately upon its approval and adoption by the City Commission.

SECTION 3: PLANNED DEVELOPMENT AGREEMENT: GENERAL PROVISIONS

- A. Development Concept. The Project encompasses 1.32 acres and shall be developed in accordance with this Ordinance. The Project includes improves to the existing City of Wildwood Police Department's communication tower site which are necessary to protect the public's health, safety, and welfare.
- B. Site Plan. The Project includes a site plan that meets or exceeds the requirements of the conceptual development plan as stated in Section 8.4 of the Land Development Regulations. The site plan prepared by AMEC Environment & Infrastructure, Inc. dated May 17, 2012 (revision date) is incorporated into this Ordinance as "Exhibit B" attached hereto. The site plan identifies the existing conditions and all proposed improvements to the site.

- C. Phasing. The Project shall be developed in one (1) phase in accordance with the site plan.
- D. Amendments. The Development Services Director, or designee, shall have the authority to approve non-substantial changes to the site plan without a public hearing. The determination of what constitutes a non-substantial change shall be at the Development Services Director's discretion. All modifications requiring an amendment to the Planned Development Agreement shall require review and recommendation of the Planning and Zoning Board and action by the City Commission in the same manner as an Application for Planned Development.
- E. Site Plan Approval Required. Prior to any construction occurring, a site plan shall be submitted for review and approval in the manner required by Chapter 4 of the Land Development Regulations. The site plan shall be substantially consistent with this Ordinance. The Project is exempt from submitting the following analyses and applications which are normally required by Section 4.4:
- 1) Landscaping plan;
 - 2) Tree survey;
 - 3) Traffic impact study;
 - 4) Environmental assessment; and
 - 5) Preliminary concurrency determination.
- F. Principal Uses. The Project is currently used as and shall primarily remain to be used as a communications tower for emergency management purposes by the City of Wildwood and Sumter County. Ancillary uses needed to support the communication tower are permissible. The City recognizes the Project is an existing communications tower. Therefore, the Project is not required to seek a Special Exception Use permit or required to meet the requirements of subsections 3.11(17)(b) through 3.11(17)(e) concerning wireless communication towers.
- G. Expiration of Planned Development Agreement. Actual construction must begin within the Planned Development within 24 months of the final adoption of the Planned Development Agreement. If no construction has started on the approved Planned Development within 24 months, the Planned Development shall lapse and be of no further effect. The City Commission may extend the Planned Development for periods of up to twelve (12) months. However, the City Commission shall not allow extensions beyond 48 months after the effective date of this Ordinance.

PASSED AND ORDAINED in regular session of the City Commission of the City of Wildwood, Sumter County, Florida, this ____ day of _____, 2012.

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

ATTEST: _____
Joseph Jacobs, City Clerk

ED WOLF, MAYOR

First Reading: _____

Second Reading: _____

Approved as to Form:

Jerri A. Blair, City Attorney

Ordinance O2012-19
Exhibit A
Boundary Survey with Legal Description

BOUNDARY SURVEY

LEGAL DESCRIPTION:

LOTS 1, 2, 3 AND 4, BLOCK '1', RD. GRAY SUBDIVISION OF LOT 4 OF THE 'A' TRACT, PLAT BOOK 1, PAGE 70, PUBLIC RECORDS OF SUMNER COUNTY, FLORIDA.

SURVEYOR'S NOTES:

1. BEARINGS SHOWN HEREON ARE ASSUMED, REFERRED TO THE EAST LINE OF ROY STREET, HAVING A BEARING OF N23°00'00"E, ASSUMED.
2. BUILDING SETBACKS SHOWN HEREON WERE TAKEN AT THE FOUNDATION OF BUILDING.
3. VISIBLE EASEMENTS OR ENCROACHMENTS ARE SHOWN OR NOTED HEREON.
4. THE SYMBOLS REFLECTED IN THE LEGEND AND ON THIS SURVEY MAY HAVE BEEN EMPLOYED FOR CLARITY. THE SYMBOLS HAVE BEEN PLOTTED TO THE NEAREST TENTH OF AN INCH AND MAY NOT REPRESENT THE ACTUAL SHAPE OR SIZE OF THE FEATURE.
5. UNDERGROUND IMPROVEMENTS, UTILITIES OR ENCROACHMENTS NOT LOCATED.
6. THIS SURVEY WAS CONDUCTED WITHOUT THE BENEFIT OF A TITLE INSURANCE POLICY. THE SURVEYOR DOES NOT REPRESENT OR WARRANT TO SHOW ALL RIGHTS-OF-WAY, EASEMENTS OR OTHER ENCUMBRANCES OF RECORD.

ABBREVIATIONS:

- A CENTRAL ANGLE
- LB LICENSED BUSINESS
- OBW OVERHEAD WIRE
- PR PROPOSED RIGHT-OF-WAY
- R RADIUS
- L ARC LENGTH
- C CHORD DISTANCE
- A/C AIR CONDITIONER
- CB CHORD BEARING
- I.D. IDENTIFICATION
- BLD. BUILDING
- P.T. PROPANE TANK
- EM ELECTRIC METER
- TV CABLE TELEVISION BOX

APRIL 25, 2012

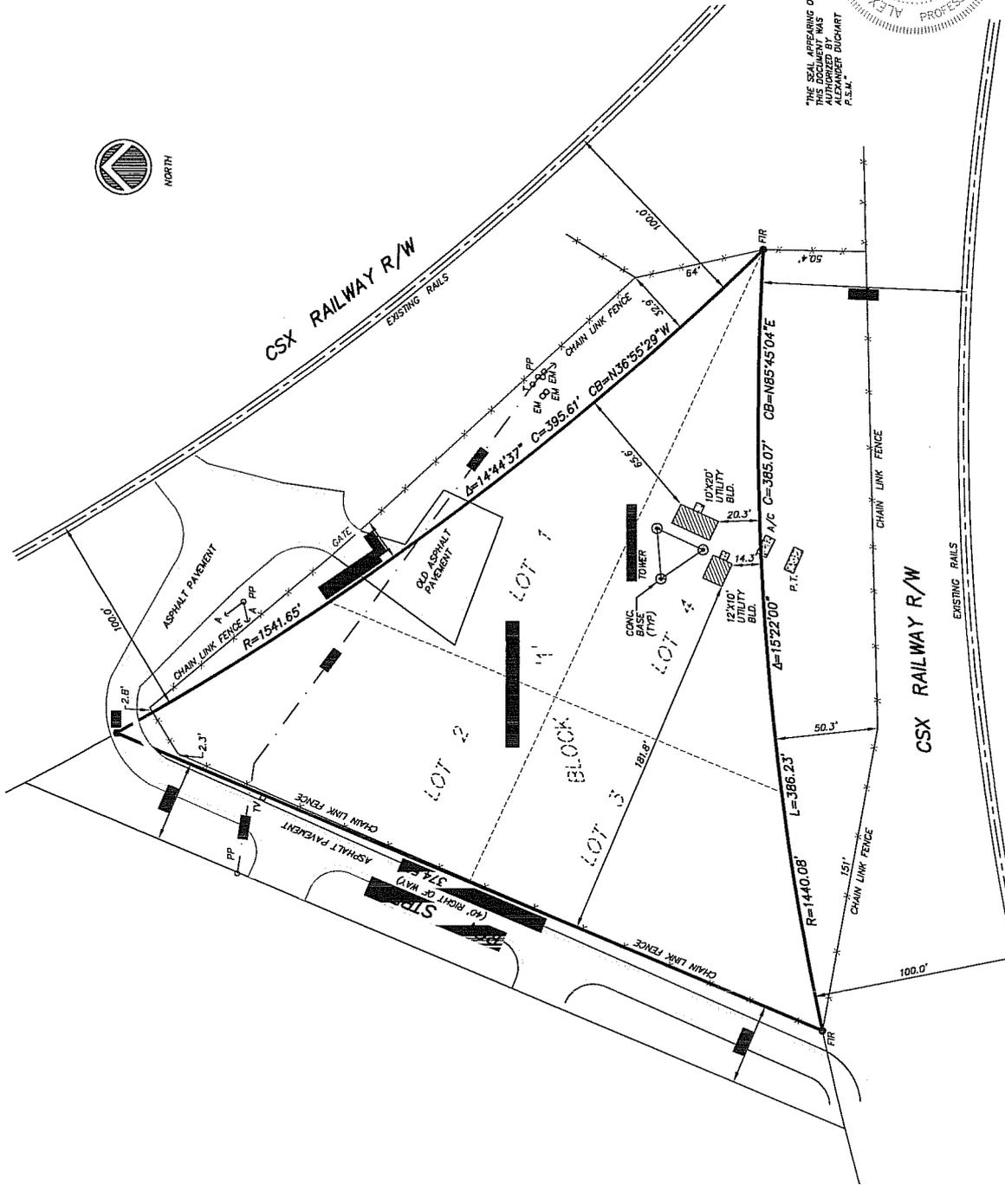
ALEXANDER G. DUCHART
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 5998

CERTIFIED TO:
CITY OF WILDWOOD

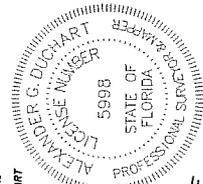
CLIENT: WILDWOOD	UNLESS IT BEARS THE ORIGINAL SEAL OF A PROFESSIONAL SURVEYOR, THIS DOCUMENT IS NOT VALID.
YEAR FILED: 04/25/12	CHECKED BY: SD
FIELD DATE: 04-25-12	DATE
DRAWN BY: SD	FLA. BOOK: A0001-0003
REVISIONS:	IS FOR INFORMATION ONLY AND IS NOT VALID

ALEXANDER G. DUCHART
LICENSE NUMBER 5998
STATE OF FLORIDA
PROFESSIONAL SURVEYOR & MAPPER

ALEXANDER G. DUCHART
2403 KEBANOT AVENUE EAST
BRADENTON, FL 34208
alexduchart@gmail.com
1-800-402-0768



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY ALEXANDER DUCHART P.S.M.



SCALE: 1" = 50'

Ordinance O2012-19

Exhibit B

Site Plan



MOTOROLA

WILDWOOD PD

400 ROY STREET
WILDWOOD, FL 34785
LAT: 28° 51' 23.04" N
LONG: 82° 02' 32.64" W

PROPOSED EQUIPMENT SHELTER

PROJECT CONTACTS:
PROJECT MANAGER:
MICHAEL
MOTOROLA
(904) 264-2782
CONSULTATION MANAGER:
SAM GUARD
MOTOROLA
(321) 235-9811

PROPERTY OWNER CONTACT:
CITY OF WILDWOOD
100 NORTH MAIN STREET
WILDWOOD, FL 34785
351-335-1128 (F13)

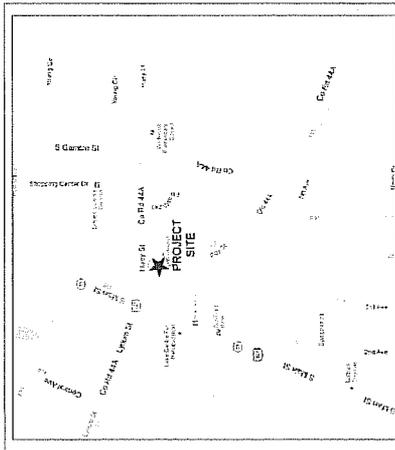
UTILITY CONTACTS:
ELECTRIC:
FLORIDA POWER & LIGHTS
TELEPHONE:
AT&T
ZONING DESIGNATION:
C-1 WITH PID OVERLAY

USE:
UNOWNED TELECOMMUNICATIONS RELAY EQUIPMENT IN AN PROPOSED SINGLE (1) STORY
PRE-FABRICATED EQUIPMENT SHELTER.

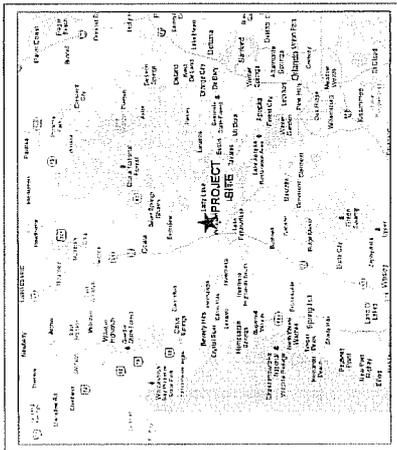
NOTES:
CONTRACTOR SHALL VERIFY OWNER FOR ACCESS TO SITE.
CONTRACTOR SHALL VERIFY ALL LOTS ARE EXISTING DIMENSIONAL AND CONFORMS ON THE 439
CORNER AND SHALL VERIFY ALL LOTS ARE EXISTING DIMENSIONAL AND CONFORMS ON THE 439
PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

PROPERTY LEGAL DESCRIPTION:
LOTS 1, 2, 3 AND 4, BLOCK 1, BLK. GRAY SUBDIVISION OF
LOT OF THE "Y", AS PER PLAT BOOK 1, PAGE 70, PUBLIC
RECORDS OF SUMNER COUNTY, FLORIDA.

SITE VICINITY MAP

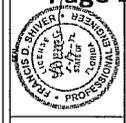


LOCAL MAP



INDEX OF DRAWINGS

- T1 COVER SHEET
- T2 GENERAL NOTES
- T3 GENERAL NOTES
- SRT1 SITE TOPOGRAPHICAL SURVEY
- SRT2 AERIAL MAP SURVEY
- C1 OVERALL SITE LAYOUT PLAN
- C1A TOWER ELEVATION
- C2 SITE LAYOUT PLAN
- C3 FOUNDATION DETAILS
- C4 GRADING PLAN
- C5 EROSION CONTROL DETAILS
- C5A EROSION CONTROL DETAILS



SHEET NO. 1 OF 1
T1
COVER SHEET

WILDWOOD PD
400 ROY STREET
WILDWOOD, FL 34785

MOTOROLA
1700 BELLE MEADE COURT
LAWRENCEVILLE, GEORGIA 30043
PHONE: (770) 875-6687
FAX: (770) 800-9880



amec
3200 KUMAR POND DRIVE, SUITE 100
KENNESAW, GEORGIA 30144
(770) 521-1160

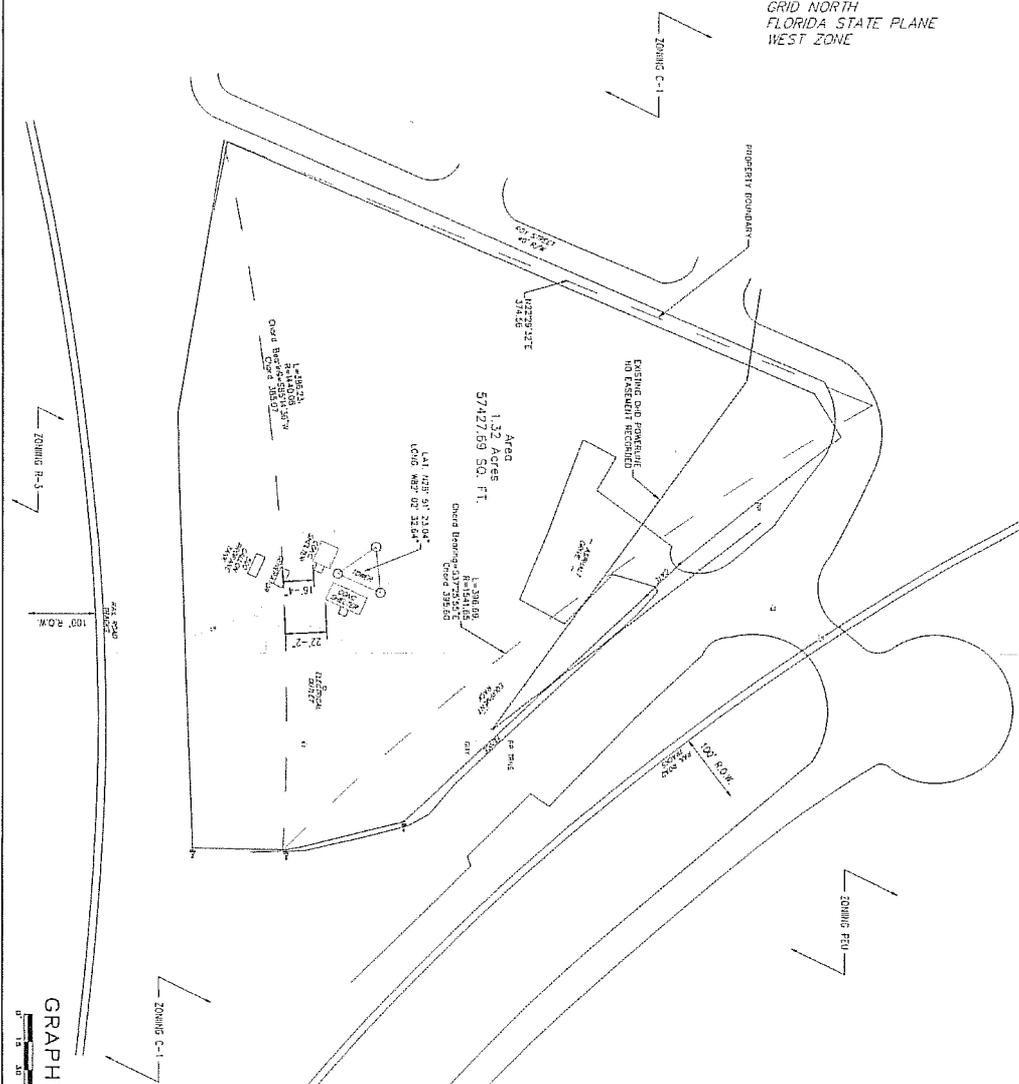
NO.	DATE	REVISION
1	04/27/12	ISSUE FOR PERMIT
2	04/27/12	ISSUE FOR PERMIT
3	04/27/12	ISSUE FOR PERMIT

N:\Motorola Projects\Florida Projects\Sumter County\Wildwood PD\Wildwood PD Survey.dwg

NOTES

1. THIS PLAN WAS PREPARED FOR THE EXCLUSIVE USE OF MOTOROLA, AND EXCLUSIVELY FOR THE DEPICTION OF THE EXISTING SITE CONDITIONS. THIS MAP IS NOT INTENDED TO SHOW AND SHALL NOT BE USED AS AN ENGINEERING DOCUMENT OR ANY OTHER TITLE OR LEASE INTEREST IN THE SUBJECT PROPERTY.
2. THIS PROPERTY MAY BE SUBJECT TO EASEMENTS, RESERVATIONS, RIGHTS OF WAY OR ANY OTHER RESTRICTIONS WHICH WOULD BE DISCLOSED BY AN ACCURATE TITLE SEARCH, AND BOUNDARY SURVEY. HERETOFORE EXCEPTION IS TAKEN TO ANY SUCH ITEMS.
3. THE FIELD DATA UPON WHICH THIS PLAN IS BASED WAS COLLECTED 03/13/12 USING A TOPCON GPT GENESIS TOTAL STATION, AND TOPCON HIPER XT DUAL FREQUENCY GPS RECEIVERS.
4. THE HORIZONTAL AND VERTICAL DATUM FROM WHICH THIS SURVEY WAS PREPARED WAS ESTABLISHED BY GPS STATIC OBSERVATIONS PERFORMED ON 03/13/12 AND PROCESSED BY THE NATIONAL GEODETIC SURVEY ONLINE POSITIONING USER SERVICE (OPUS) ON 03/20/12 AND IS BASED ON THE NORTH AMERICAN DATUM 83 (NAD 83), AND THE VERTICAL DATUM IS BASED ON THE NORTH AMERICAN VERTICAL DATUM 88 (NAVD 88).
5. THE UTILITIES SHOWN HEREON HAVE BEEN LOCATED FROM ABOVE GROUND VISIBLE EVIDENCE. THE ENGINEER MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE ENGINEER FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THE ENGINEER HAS AND WILL PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

GRID NORTH
FLORIDA STATE PLANE
WEST ZONE

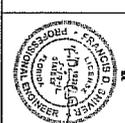


LEGEND
SYMBOLS

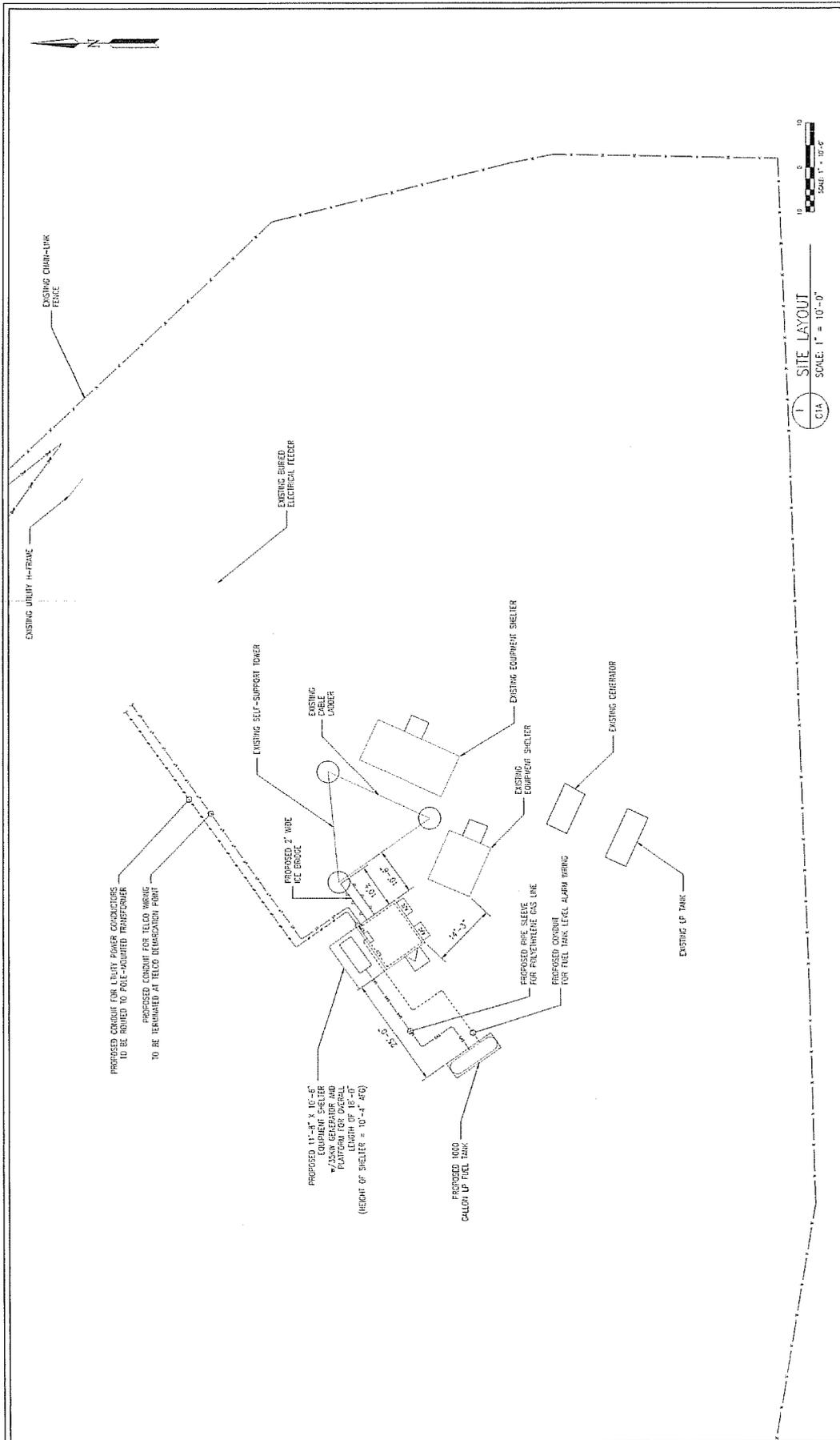
- ELECTRIC METER (EM)
- ▣ WATER METER (WM)
- CLEANOUT (CO)
- FIRE HYDRANT (FH)
- WATER VALVE (WV)
- POWER POLE (PP)
- LIGHT POLE (LP)
- CONIC MASTHEIM FOUND (CMF)
- TREE HARDWOOD (THP - SEEZ)
- TREE SOFTWOOD (TSP - SEEZ)

ABBREVIATIONS

- CONC. CONCRETE
- BB BUILT BURN
- C/L CENTERLINE
- EP EDGE OF PAVEMENT



<p>AMEC ENVIRONMENTAL AND INFRASTRUCTURE, INC. 3200 TOWN POINT DRIVE N.W., SUITE 100 KENNESAW, GA 30144 PHONE: (770) 424-3500 FAX: (770) 424-3486</p>	<p>1700 BELL FUSION COURT LAWRENCEVILLE, GEORGIA 30043 PHONE: (770) 671-5907 FAX: (770) 333-6680</p>	<p>WILDWOOD PD 400 ROY STREET WILDWOOD, FLORIDA 34785</p>	<p>SRI SITE TOPOGRAPHICAL SURVEY</p>
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1 SITE LAYOUT
CIA
SCALE: 1" = 10'-0"



PROJ NO: 1106
CIA
SITE LAYOUT PLAN

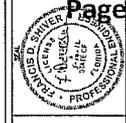
WILDWOOD PD
400 ROY STREET
WILDWOOD, FL 34785

MOTOROLA
1700 BELLE MEADE COURT
LAWRENCEVILLE, GEORGIA 30043
PHONE: (770) 373-5087
FAX: (770) 357-8650



amec
AMEC Environmental & Infrastructure, Inc.
2510 W. BROADWAY
MEMPHIS, TENNESSEE 38114
(901) 521-1400

NO.	DATE	REVISION
1	12/27/12	ISSUE FOR PERMITS
2	12/27/12	REVISED PER PERMITS
3	12/27/12	REVISED PER PERMITS



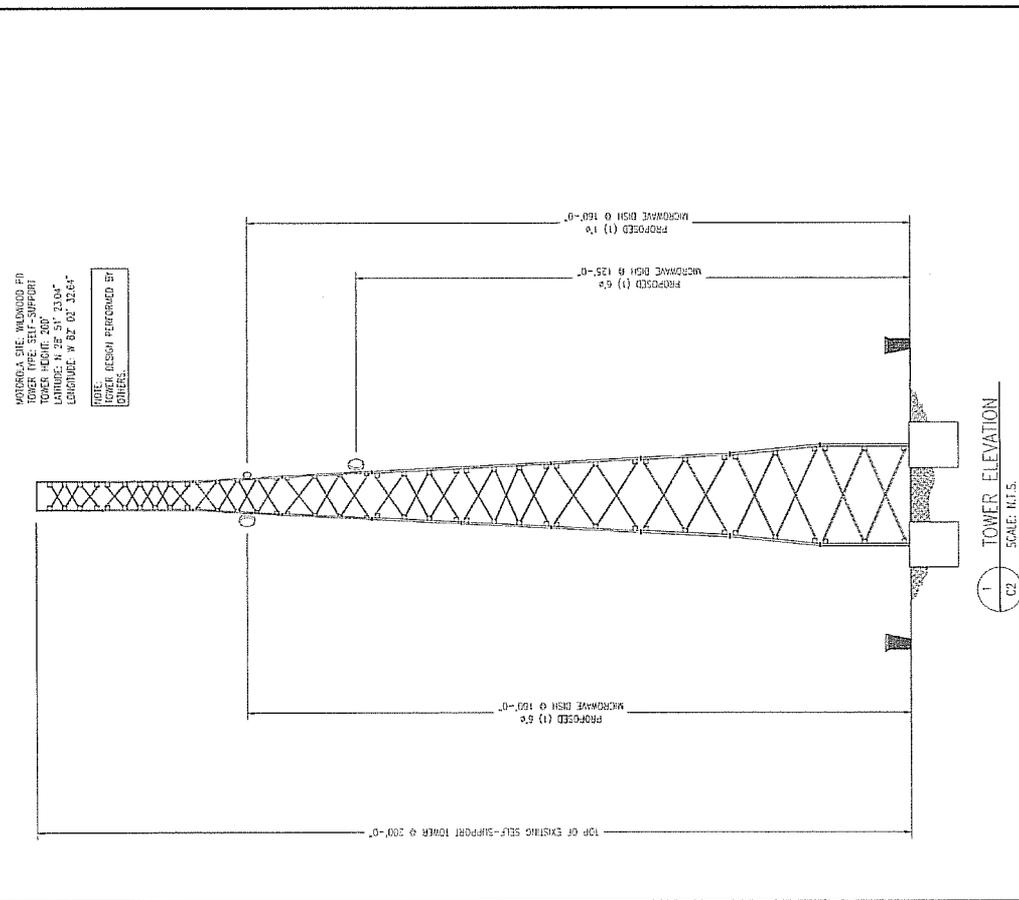
EQUIPMENT AND COAXIAL CABLE SCHEDULE

ANTENNA	DESCRIPTION	BAND 1	BAND 2	BAND 3
RECEIVE ANTENNA 1	RA1	GREEN		
RECEIVE ANTENNA 2	RA2	GREEN		
TRANSMIT ANTENNA 1	TA1	RED		
TRANSMIT ANTENNA 2	TA2	RED		
TRANSMIT ANTENNA 3	TA3	RED		
GPS	GPS	BLUE		
MOBILE TEST ANTENNA	MT1	BROWN		
TRANSCIVE ANTENNA 1	TA1	RED	GREEN	
TRANSCIVE ANTENNA 2	TA2	RED	RED	GREEN
TRANSCIVE ANTENNA 3	TA3	RED	RED	GREEN
SHIELD CABLE WASTER	WT1	YELLOW		
STRAP CABLE SOAK 1	SC1	WHITE		
STRAP CABLE SOAK 2	SC2	WHITE		
MAN WIR DSH PATH #1 - AZIMUTH 0-120	MP11	GREEN	WHITE	
MAN WIR DSH PATH #2 - AZIMUTH 0-120	MP21	GREEN	YELLOW	
MAN WIR DSH PATH #3 - AZIMUTH 0-120	MP31	GREEN	ORANGE	
DIVERSITY WIR DSH PATH #1 - AZIMUTH 0-120	DP11	GREEN	WHITE	
DIVERSITY WIR DSH PATH #2 - AZIMUTH 0-120	DP21	GREEN	YELLOW	
DIVERSITY WIR DSH PATH #3 - AZIMUTH 0-120	DP31	GREEN	ORANGE	
MAN WIR DSH PATH #1 - AZIMUTH 121-240	MP12	BLUE	WHITE	
MAN WIR DSH PATH #2 - AZIMUTH 121-240	MP22	BLUE	YELLOW	
MAN WIR DSH PATH #3 - AZIMUTH 121-240	MP32	BLUE	ORANGE	
DIVERSITY WIR DSH PATH #1 - AZIMUTH 121-240	DP12	BLUE	WHITE	
DIVERSITY WIR DSH PATH #2 - AZIMUTH 121-240	DP22	BLUE	YELLOW	
DIVERSITY WIR DSH PATH #3 - AZIMUTH 121-240	DP32	BLUE	ORANGE	
MAN WIR DSH PATH #1 - AZIMUTH 241-360	MP13	BROWN	WHITE	
MAN WIR DSH PATH #2 - AZIMUTH 241-360	MP23	BROWN	YELLOW	
MAN WIR DSH PATH #3 - AZIMUTH 241-360	MP33	BROWN	ORANGE	
DIVERSITY WIR DSH PATH #1 - AZIMUTH 241-360	DP13	BROWN	WHITE	
DIVERSITY WIR DSH PATH #2 - AZIMUTH 241-360	DP23	BROWN	YELLOW	
DIVERSITY WIR DSH PATH #3 - AZIMUTH 241-360	DP33	BROWN	ORANGE	

2. EQUIPMENT AND COAXIAL CABLE SCHEDULE
SCALE: NONE

- ALL VERTICAL TRANSMISSION LINES FROM THE ANTENNAS SHALL BE GROUNDED NEAR THE TOP AND BOTTOM OF THE TOWER (BEFORE THE CABLE MAKES HORIZONTAL TRANSITION) AND NEAR THE ENTRY POINT ON THE SHELTER. ADDITIONAL TRANSMISSION LINE GROUNDING SHALL BE INSTALLED AS NEEDED TO LIMIT THE VOLTAGE BETWEEN GROUND AND 75 FT.
- THE CONTRACTOR SHALL CONDUCT A SWEEP TEST ON ALL THE NEWLY INSTALLED TRANSMISSION LINES TO DETERMINE THE PERFORMANCE OF THE TRANSMISSION LINES, INCLUDING LOSS, REFLECTION AND SIGNALS RESPONSE MEASUREMENTS.
- LOOP LINES SHALL BE INCORPORATED IN CABLE BUNDLES TO PREVENT WATER FROM DRIPPING DOWN THE LINES INTO THE BUILDING.
- ALL TRANSMISSION LINES SHALL BE MARKED WITH APPROPRIATE COLOR TAPE BANDS (ONE INCH WIDE COLOR TAPE) FOR IDENTIFICATION NEAR THE ANTENNA. JUST ABOVE THE ANTENNA, THE TAPE SHALL BE MARKED WITH THE ANTENNA NUMBER AND CORRESPONDING TO THE SOURCE SUPPRESSORS. FOR COLOR CODING SEE PAGE 2/12.

TOWER ELEVATION
C2



1. TOWER ELEVATION
SCALE: 1/8" = 1'-0"

MOTOROLA BLDG. WILDWOOD PD
TOWER TYPE: SELF-SUPPORT
TOWER HEIGHT: 200'-0"
LATITUDE: N 29 51' 21.04"
LONGITUDE: W 82 00' 32.64"
NOTE: DESIGN PERFORMED BY
OTHERS.

MOTOROLA
1700 BELLE MEADE COURT
LAWRENCEVILLE, GEORGIA, 30043
PHONE: (770) 873-5987
FAX: (770) 333-9660

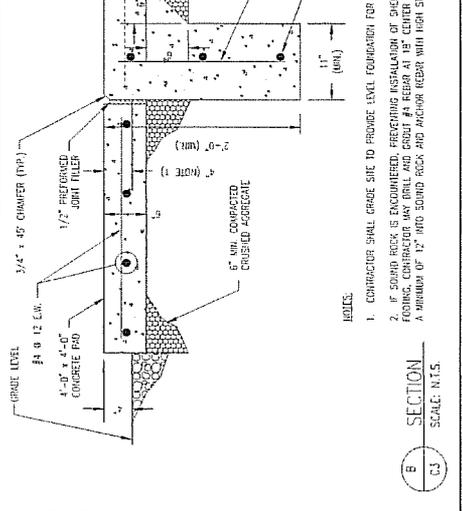
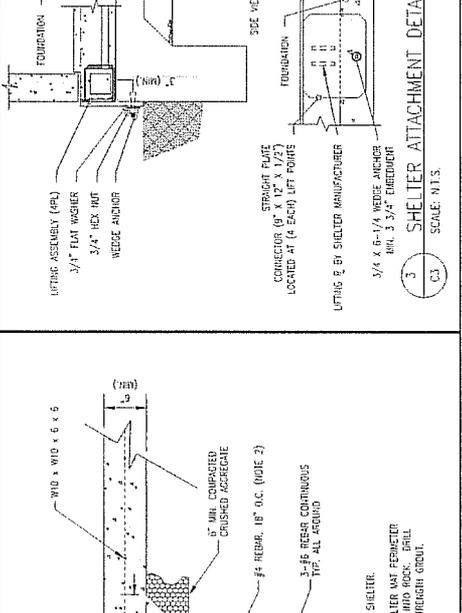
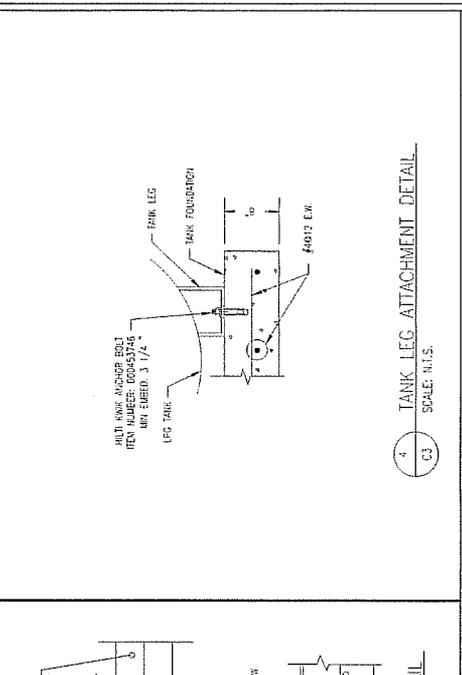
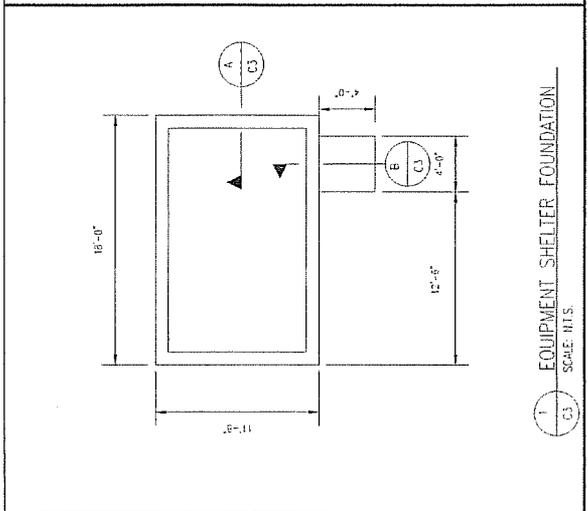
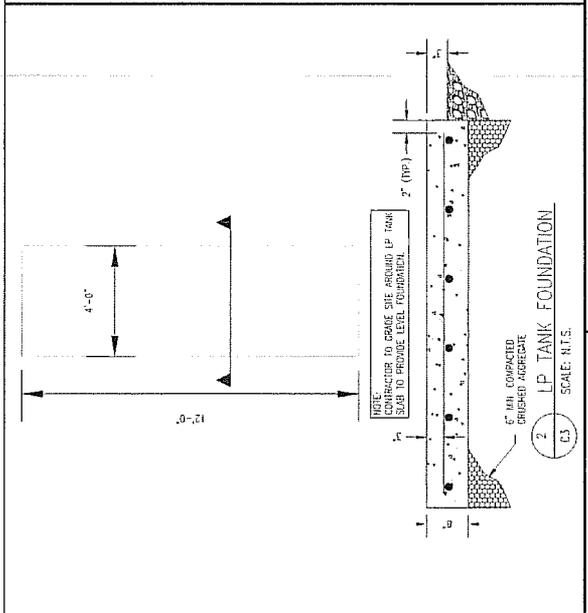
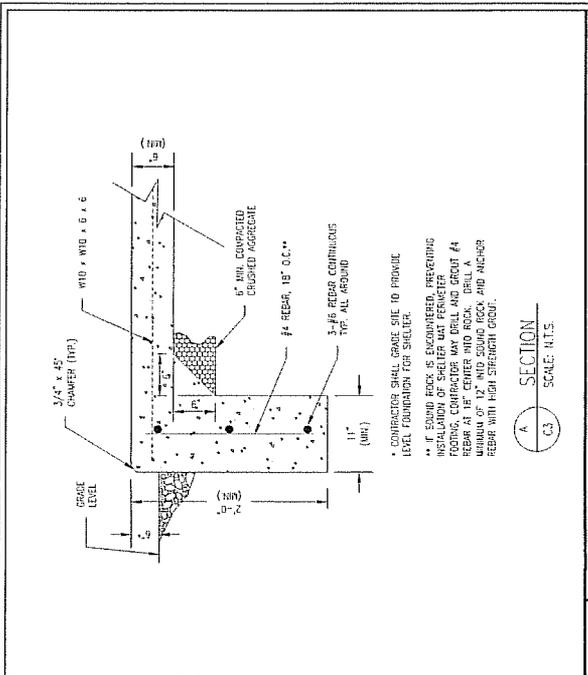


amec
AMEC Environment & Infrastructure, Inc.
3310 W. KENNESAW, GEORGIA, 30144
(770) 421-1211-1500

NO.	DATE	DESCRIPTION
1	03/27/12	ISSUE FOR PERMIT
2	04/17/12	REVISED PER FIELD COMMENTS
3	05/17/12	REVISED PER FIELD COMMENTS
4	05/17/12	REVISED PER FIELD COMMENTS

WILDWOOD PD
400 ROY STREET
WILDWOOD, FL 34785
PROJECT NO: 2152-12-0307
DATE: 03/27/12
DESIGNER: J. FISHER
APPROVER: J. FISHER

TOWER ELEVATION
C2

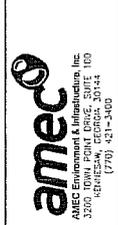


WILDWOOD PD
400 ROY STREET
WILDWOOD, FL 34785

MOTOROLA
1700 BELLE MEADE COURT
LAWRENCEVILLE, GEORGIA 30043
PHONE: (770) 873-6987
FAX: (770) 853-8660

amec
3200 DOW PINE DRIVE, SUITE 100
KENTON, GEORGIA 30144
(770) 421-3400

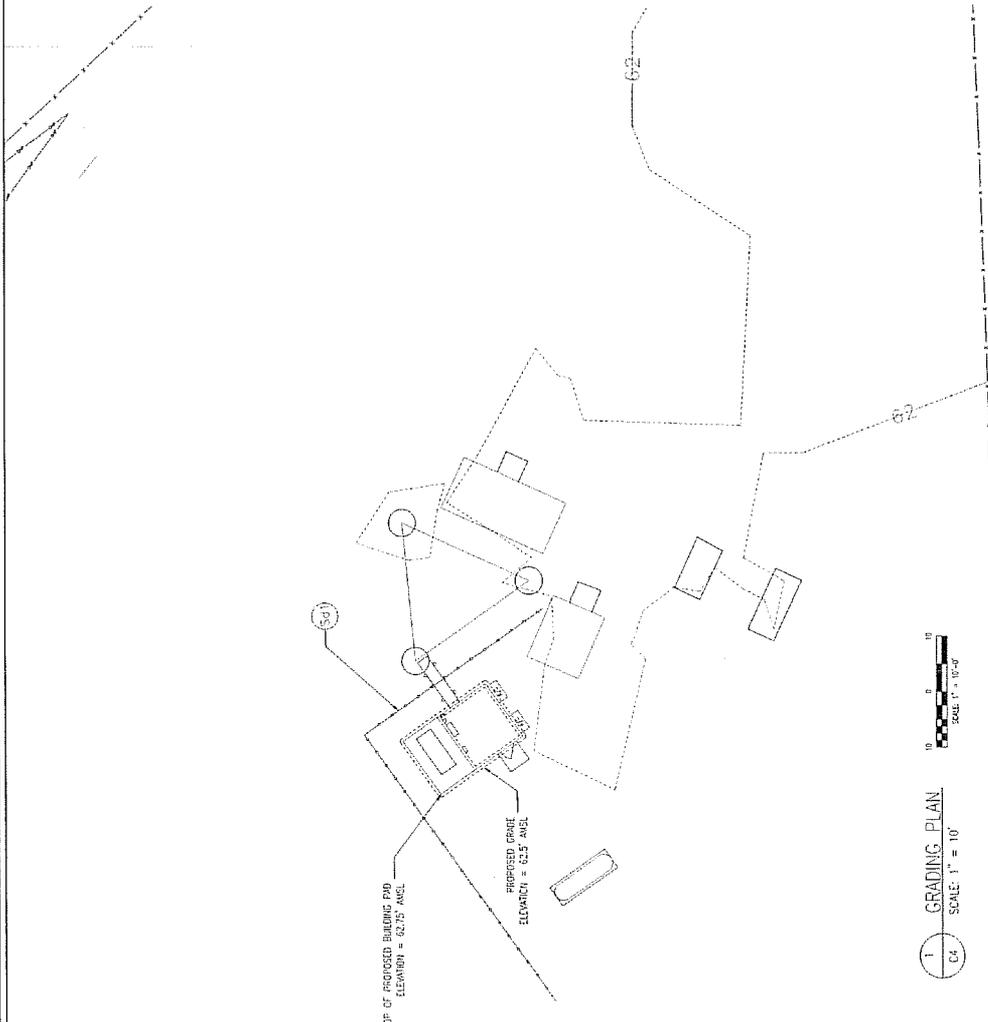
DATE: 02/27/12
CHECKED: E.D. SUGGS
APPROVED: P. PAVAR



NO.	DATE	REVISION
1	02/27/12	DATE PLOTTED
2	02/27/12	DESIGN REVIEW
3	02/27/12	PERMANENT
4	02/27/12	PL-GOLD: 12/27/12
5	02/27/12	PL-GOLD: 12/27/12

GENERAL EROSION CONTROL NOTES

1. CONTRACTOR SHALL PROVIDE ALL EROSION AND SEDIMENTATION CONTROL MEASURES TO PREVENT EROSION AND SEDIMENTATION FROM OCCURRING ON THE PROJECT SITE. EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO ANY EXCAVATION OR GRADING WORK. EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION AND SHALL BE REMOVED IMMEDIATELY UPON COMPLETION OF CONSTRUCTION. THIS MAY INCLUDE SUCH MEASURES AS SILT FENCES, STRIP BALE SEDIMENT BARRIERS, AND CHECK DAMS.
2. EROSION CONTROL MEASURES SHALL BE REQUIRED IN ADDITION TO THOSE SHOWN ON DRAWINGS WHERE DETERMINED NECESSARY BY ACTUAL SITE CONDITIONS.
3. PRIOR TO ANY OTHER CONSTRUCTION, A STABILIZED CONSTRUCTION ENTRANCE SHALL BE CONSTRUCTED AT EACH ENTRY TO OR FROM THE SITE.
4. THE CONSTRUCTION EXITS SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF MUD INTO PUBLIC RIGHT-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH STONE AS CONDITIONS DEMAND, AND PERMANENT CURBS OR OTHER MEASURES TO PREVENT TRACKING OF MUD INTO PUBLIC RIGHT-OF-WAY. CURBS OR OTHER MEASURES SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION AND SHALL BE REMOVED IMMEDIATELY UPON COMPLETION OF CONSTRUCTION.
5. IMMEDIATELY AFTER THE COMPLETION OF CONSTRUCTION ENTRANCES, ALL PERMANENT EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO ANY OTHER CONSTRUCTION.
6. ALL SILT BARRIERS MUST BE PLACED AS SHOWN, OR AS APPROVED BY LOCAL AGENCIES. SILT BARRIERS SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION AND SHALL BE REMOVED IMMEDIATELY UPON COMPLETION OF CONSTRUCTION. SILT BARRIERS SHALL BE PLACED AT ALL DOWNSTREAM TURNS, AND ALL ROADS/DRAINAGES HAVE BEEN COMPLETED.
7. EROSION CONTROL MEASURES SHALL BE INSTALLED IMMEDIATELY AFTER GROUND DISTURBANCE OCCURS. THE LOCATION OF SOILS OF THE EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION AND SHALL BE REMOVED IMMEDIATELY UPON COMPLETION OF CONSTRUCTION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ACCOMPLISH EROSION CONTROL FOR DRAINAGE PATTERNS CREATED AT VARIOUS STAGES DURING CONSTRUCTION. ANY EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION AND SHALL BE REMOVED IMMEDIATELY UPON COMPLETION OF CONSTRUCTION. ANY EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION AND SHALL BE REMOVED IMMEDIATELY UPON COMPLETION OF CONSTRUCTION.
8. THE CONSTRUCTION OF THE SITE WILL INVOLVE WITH THE INSTALLATION OF EROSION CONTROL MEASURES SUFFICIENT TO CONTROL SEDIMENT DEPOSITS AND EROSION. ALL SEDIMENT CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION AND SHALL BE REMOVED IMMEDIATELY UPON COMPLETION OF CONSTRUCTION. ALL ROADS/DRAINAGES HAVE BEEN COMPLETED.
9. CONTRACTOR SHALL REMOVE ACCUMULATED SILT WHEN THE SILT IS WITHIN 12" OF THE TOP OF THE SILT FENCE UTILIZED FOR EROSION CONTROL.
10. ALL OPEN SLOPES MUST BE GRASSED, AND RIP-RAP MUST BE PLACED AS SHOWN. ALL SLOPES SHALL BE PROTECTED WITH GRASS OR PLANTING MATERIALS. THE INSTALLATION OF PILES AND DRAINAGE DITCHES.
11. CONTRACTOR SHALL BE RESPONSIBLE FOR CLEARING AND WEEDING THE CONSTRUCTION SITE AND MAINTAINING THE CONSTRUCTION SITE WITH THE RECOMMENDATIONS CONTAINED WITHIN THE GEOTECHNICAL REPORT PREPARED FOR THIS SITE FOR SITE WORK PREPARATION AND FOUNDATION WORK. AS A MINIMUM, THE TOP 10" OF GRADE SHALL BE REMOVED, THE EXPOSED SUBGRADE COMPACTED, AND A 10" SLOPE OR APPROVED EQUIV. AND SELECT COMPACTED FILL PLACED AS INDICATED.
12. ALL SELECT GRANULAR FILL SHALL BE COMPACTED TO 95% OF STANDARD PROCTOR MAXIMUM DENSITY.



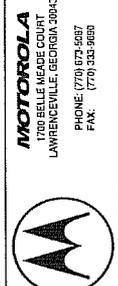
SEWAGE BARBER - TO PREVENT SEDIMENT CARRIED BY SHEET PILES FROM ENTERING THE SITE OR SURFACE DRAINAGE SYSTEMS. SEE DETAIL A, SHEET C3A.



WILDWOOD PKWY
400 ROY STREET
WILDWOOD, FL 34785

PROJECT NO: 2152-12-8107
DATE: 05/20/12

MOTOROLA
1700 BELLE MEADE COURT
LAWRENCEVILLE, GEORGIA 30043
PHONE: (770) 672-5987
FAX: (770) 333-9600

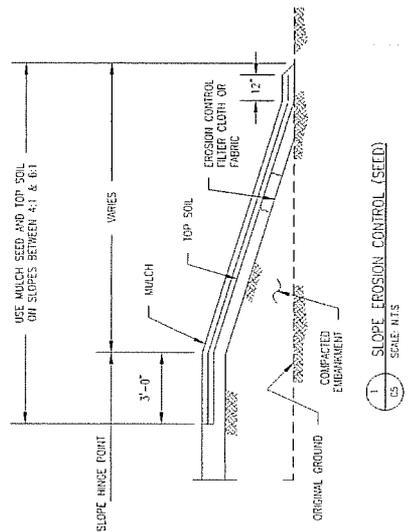


amec
AMEC Environment & Infrastructure, Inc.
3315 W. CHERRY LANE, SUITE 100
LAWRENCEVILLE, GEORGIA 30044
(770) 621-1400

NO.	DATE	DESCRIPTION
1	05/20/12	ISSUED FOR PERMIT
2	05/20/12	REVISED FOR PERMIT
3	05/20/12	REVISED FOR PERMIT
4	05/20/12	REVISED FOR PERMIT
5	05/20/12	REVISED FOR PERMIT
6	05/20/12	REVISED FOR PERMIT
7	05/20/12	REVISED FOR PERMIT
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9	05/20/12	REVISED FOR PERMIT
10	05/20/12	REVISED FOR PERMIT

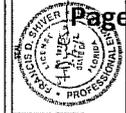
1 GRADING PLAN
SCALE: 1" = 10'-0"

- SOIL EROSION CONTROL NOTES:**
1. ALL UNDERGROUND UTILITY STRUCTURES SHALL BE PROTECTED BY CONCRETE OR METAL CASINGS. CASINGS SHALL BE INSTALLED OR DUAL PERMANENT VEGETATION HAS BEEN ESTABLISHED.
 2. CONTRACTOR SHALL INSPECT THE SLOTTION FENCES, EROSION CONTROL MATS, MULCH, OR EROSION CONTROL FABRIC BEFORE USE. IF ANY DEFECTS ARE OBSERVED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTING THEM. REPAIRS, IF NECESSARY, OR AS DIRECTED BY ENGINEER.
 3. ALL OTHER SOIL EROSION CONTROL DEVICES AND MEASURES DEEMED NECESSARY BY THE ENGINEER SHALL BE INSTALLED IMMEDIATELY UPON INDICATION OF THE CONTRACTOR.
 4. INSTALL STONE/GRANUL CONSTRUCTION ENTRANCE TO THE SITE WITH MINIMUM THICKNESS OF 6 INCHES PRIOR TO START WORK ON THE SITE. PERFORM PERMANENT TOP SOIL PROTECTION MEASURES IMMEDIATELY UPON COMPLETION OF WORK. MULCH, OR AS DIRECTED BY ENGINEER.
 5. INSPECTION OF THE SITE SHALL BE AT LEAST ONCE A WEEK, AND AFTER ANY SIGNIFICANT RAINFALL TO INSURE THAT ALL EROSION CONTROL MEASURES ARE WORKING PROPERLY.
 6. IF ANY STOCKPILES ARE CONSTRUCTED, THEY SHALL HAVE AN 18-INCH DEEP BENCH AROUND THE PERIMETER TO ACT AS A SEDIMENT TRAP. WITH SAND TRAP TO BE CLEANED PERIODICALLY AS REQUIRED.
 7. DITCH CHECKS SHALL BE MAINTAINED UNTIL DRAINAGE AREA TRIBUTARY TO DITCH CHECKS HAS LIME AND GROWING GRASS OR GRASS/LEGUME. AFTER LIME AND GROWING GRASS OR GRASS/LEGUME HAS BEEN ESTABLISHED, DITCH CHECKS SHALL BE MAINTAINED.
 8. STREETS ADJACENT TO THE SITE SHALL BE KEPT FREE OF DIRT, MUD AND DEBRIS.
 9. MAINTAIN BARE EARTH SURFACES DURING CONSTRUCTION AS SOON AS IS PRACTICABLE.
 10. ALL UNCHARGED AREAS SHALL BE SEEDED OR SOILED AS SOON AS IS PRACTICABLE.
 11. WHENEVER DURING CONSTRUCTION OPERATIONS ANY LOOSE MATERIALS ARE DEPOSITED IN THE FLOW LINE OF CULVERTS, DRAINAGE STRUCTURES, OR DITCHES SUCH THAT THE NATURAL FLOW LINE OF WATER IS OBSTRUCTED, THIS LOOSE MATERIAL SHALL BE REMOVED.



1/2\"/>

EROSION CONTROL DETAILS C5	
WILDWOOD PD 400 ROY STREET WILDWOOD, FL 34785	
DATE: 08/06/12 DRAWN: A. GILLES APPROVED: T.D. SUMNER	CHECKED: T.D. SUMNER DATE: 07/07/12
MOTOROLA 1700 BELLE MEADE COURT LAWRENCEVILLE, GEORGIA 30043 PHONE: (770) 875-5697 FAX: (770) 875-9600	
amec AMEC Environmental & Infrastructure, Inc. 3200 TOWN POINT DRIVE, SUITE 100 KENNESAW, GEORGIA 30144 (770) 424-3465	



2017 AS 1 INC
C5A
EROSION CONTROL
DETAILS

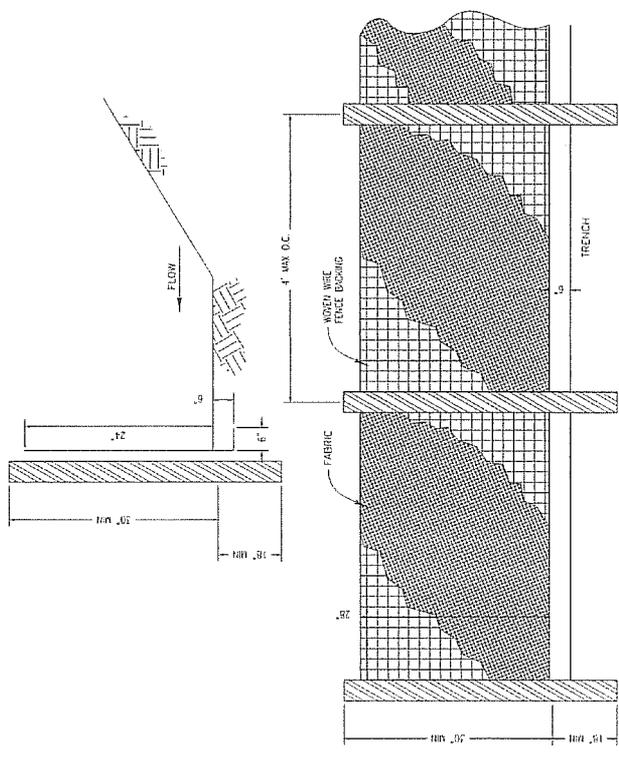
WILDWOOD PD
400 ROY STREET
WILDWOOD, FL 34785

PROJECT NO: 2017-12-0107
DESIGNED BY: SHARP
CHECKED BY: SHARP
DATE: 02/27/12

MOTOROLA
1701 BELLE MEADE COURT
LAWRENCEVILLE, GEORGIA 30043
PHONE: (770) 873-9887
FAX: (770) 843-9828



amec
AMERICAN EROSION CONTROL
3230 DUNWOODY PARK DRIVE, SUITE 1300
KENNESAW, GEORGIA 30144
(770) 421-3400



NOTE:
USE .30" O.C.T. APPROVED FABRIC (SEE STEEL POSTS - ONLY)

TYPE C (36") WITH WOVEN WIRE REINFORCEMENT

1. WHERE SLOPES EXCEED A VERTICAL HEIGHT OF 10 FEET AND THE SLOPE GRADIENT IS STEEPER THAN 1:1
2. WHERE RUNOFF FLOWS VELOCITIES ARE PARTICULARLY HIGH

POST SIZE		TYPE OF POST	SIZE OF POST
MINIMUM LENGTH	"		
TYPE C	4'	STEEL	1.3 LB/FT MIN.

SEDIMENT SHALL BE REMOVED ONCE IT HAS ACCUMULATED TO ONE-HALF THE ORIGINAL HEIGHT OF THE BARRIER. FILTER FABRIC SHALL BE REPLACED WHICHEVER IT HAS BEEN DAMAGED TO THE POINT WHERE IT IS NO LONGER EFFECTIVE. ALL DAMAGED AREAS SHALL BE REPAIRED AND PROPERLY DISPOSED OF BEFORE THE BARRIER IS REINSTALLED. ALL SEDIMENT ACCUMULATED AT THE BARRIER SHALL BE REMOVED AND PROPERLY DISPOSED OF BEFORE THE BARRIER IS REINSTALLED.

1 STANDARD SILT FENCE (TYPE C) DETAIL
SCALE: N.T.S.

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Brownwood Community Development District

REQUESTED ACTION: Public Hearing / second reading to adopt Ordinance O2012-20 to approve the Brownwood CDD.

Work Session (Report Only) **DATE OF MEETING:** 6/25/2012
 Regular Meeting Special Meeting

CONTRACT: N/A Vendor/Entity: _____
Effective Date: _____ Termination Date: _____
Managing Division / Dept: _____

BUDGET IMPACT: _____

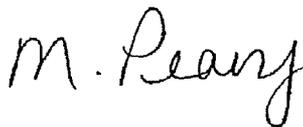
Annual **FUNDING SOURCE:** _____
 Capital **EXPENDITURE ACCOUNT:** _____
 N/A

HISTORY/FACTS/ISSUES:

The applicant seeks approval of the Brownwood Community Development District (CDD). The proposed District is generally located in the area adjacent to Buena Vista Boulevard, located south of County Road 44A and north of County Road 44. The District will comprise approximately 239.8 acres +/- of land located within the City of Wildwood. The District is being established for the purpose of financing, planning, establishing, acquiring, constructing, reconstructing, enlarging or extending, equipping, operating and maintaining systems and facilities described and authorized by section 190.012(2)(a), (d) and (e), Florida Statutes.

The Petitioner, The Villages of Lake Sumter, LLC, filed with the City of Wildwood a Petition to establish the District, a copy of which is attached hereto. The Petition addresses all of the requirements relating to the District's establishment as set forth in section 190.005, Florida Statutes. A public hearing to consider the request has been scheduled for today's meeting and the public has been notified accordingly.

The proposed ordinance consists of the name of the District, the legal description of its boundaries and the initial five members of the board and the grant of special powers requested, which includes recreational powers, security powers and mosquito control powers. According to section 190.002, Florida Statutes, this is not a land use matter and no issues relating to proposed land uses are relevant to the decision. The criteria to be considered by the City Commission in making its decision on the adoption of the ordinance to establish the District is limited to the criteria set forth in section 190.005(1)(e) and 2(c), Florida Statutes.



Melanie Peavy
Development Services Director

ORDINANCE NUMBER O2012-20

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, ESTABLISHING THE BROWNWOOD COMMUNITY DEVELOPMENT DISTRICT; NAMING THE DISTRICT; DESCRIBING THE EXTERNAL BOUNDARIES OF THE DISTRICT; GRANTING SPECIAL POWERS; NAMING THE INITIAL MEMBERS OF THE DISTRICT'S BOARD OF SUPERVISORS; PROVIDING FOR CONFLICT AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 190, Florida Statutes, The Villages of Lake-Sumter, Inc., a Florida Corporation ("Petitioner"), has petitioned the City Commission of the City of Wildwood, Florida ("Commission"), to adopt an ordinance establishing the Brownwood Community Development District ("District"), pursuant to Chapter 190, Florida Statutes (2010); and,

WHEREAS, Petitioner is a Florida corporation authorized to conduct business in the State of Florida; and,

WHEREAS, pursuant to Chapter 190, all interested persons and affected units of general-purpose local government were afforded an opportunity to present oral and written comments on the petition for establishment ("Petition") at a duly noticed public hearing conducted by the Commission; and,

WHEREAS, upon consideration of the record established at that hearing, the Commission determined that the statements within the Petition are true and correct; that the establishment of the District is not inconsistent with any applicable element or portion of the state comprehensive plan or the local government comprehensive plan; that the land within the District is of sufficient size, is sufficiently compact, and sufficiently contiguous to be developable as a functionally interrelated community; that the District is the best

alternative available for delivering community development services and facilities to the area served by the District; that the services and facilities of the District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities and that the area to be served by the District is amenable to separate special-district governance; and,

WHEREAS, establishment of the District will constitute a timely, efficient, effective, responsive and economic way to deliver community development services in the area described in the Petition.

NOW, THEREFORE, be it ordained by the City Commission of the City of Wildwood, Florida, as follows:

SECTION 1. RECITALS. That the recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. AUTHORITY. This Ordinance is adopted in compliance with, and pursuant to, the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes (2010).

SECTION 3. DISTRICT NAME. There is hereby established a community development district situated entirely within the City of Wildwood, Florida, which shall be known as the "Brownwood Community Development District."

SECTION 4. EXTERNAL BOUNDARIES OF THE DISTRICT. Encompassing approximately 239.85 acres, the external boundaries of the District are described in Exhibit A attached hereto.

SECTION 5. POWERS AND FUNCTIONS. The powers and functions of the District are described in Chapter 190, Florida Statutes. Consent is hereby given to the

District's Board of Supervisors to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain systems and facilities described and authorized by section 190.012(2)(a), (d) and (e), Florida Statutes, as long as they do not conflict with systems and facilities provided by the City of Wildwood.

SECTION 6. BOARD OF SUPERVISORS. The five persons designated to serve as initial members of the District's Board of Supervisors are as follows: Heather Figlow, Lindsey Blaise, Jim Sprung, Gerry Andrews and Lester Coggins.

All of the above-listed persons are residents of the State of Florida and citizens of the United States of America.

SECTION 7. SEVERABILITY. If any section, sentence, clause or phrase of this Ordinance, or any particular application thereof, is held to be invalid or unconstitutional by a Court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of said Ordinance.

SECTION 8. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its final adoption by the City Commission.

PASSED AND ORDAINED this ____ day of _____, 2012, by the City Commission of the City of Wildwood, Florida.

SEAL

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

ATTEST: _____
Joseph Jacobs, City Clerk

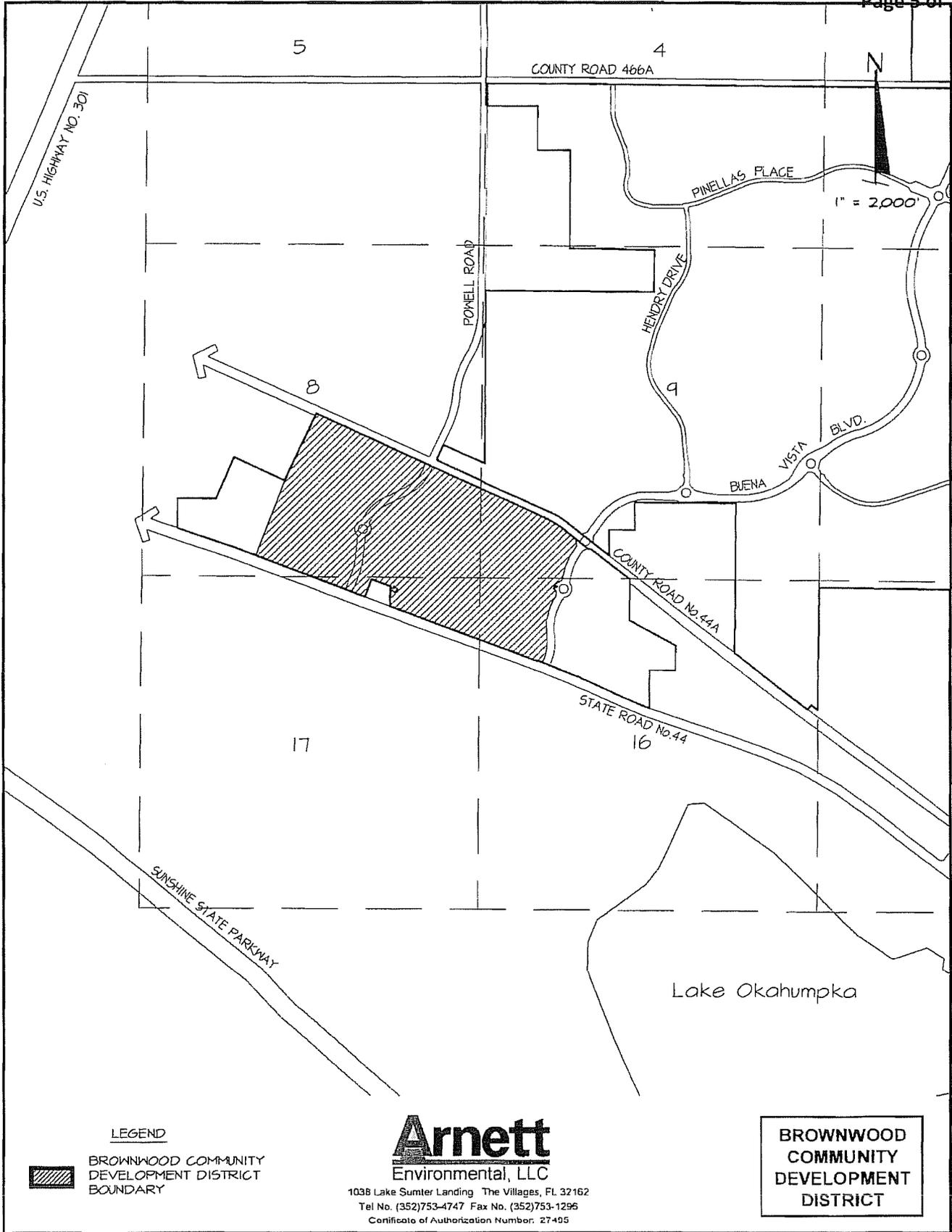
Ed Wolf, Mayor

First Reading: _____

Second Reading: _____

Approved as to form and Legal Sufficiency:

Jerri A. Blair, City Attorney
Dated: _____



LEGEND



BROWNWOOD COMMUNITY
DEVELOPMENT DISTRICT
BOUNDARY

Arnett
Environmental, LLC

1038 Lake Sumter Landing - The Villages, FL 32162
Tel No. (352)753-4747 Fax No. (352)753-1296
Certificate of Authorization Number: 27495

BROWNWOOD
COMMUNITY
DEVELOPMENT
DISTRICT

Administration

May 3, 2012

The Honorable Mayor Ed Wolfe and
City Commissioners
City of Wildwood
100 North Main Street
Wildwood, Florida 34785

RECEIVED

MAY 04 2012

CITY OF WILDWOOD
Community Development Dept.

Dear Mayor and Commissioners:

Attached to this letter is a Petition to Establish the Brownwood Community Development District and the required fee. The District will be established pursuant to the provisions of Chapter 190, Florida Statutes and does require a Public Hearing before the Commission.

What I need at this point is for you to select a hearing date at one of your regularly scheduled City Commission meetings. I would appreciate it if the date can be in mid June. It is necessary that the hearing be Noticed in the newspaper once a week for four (4) consecutive weeks, thus the mid June meeting date request. We will take care of the advertising and payment for same.

Thank you all for your consideration of our request.

Sincerely,



Gary L. Moyer
Vice President of Development

GLM:dp
Attachments

**PETITION TO ESTABLISH
BROWNWOOD COMMUNITY DEVELOPMENT DISTRICT**

Petitioner, The Villages of Lake-Sumter, Inc., a Florida Corporation, petitions the City of Wildwood (hereinafter referred to as “City”) pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, to adopt an ordinance to establish a Uniform Community Development District and to designate the land for which the District would manage and finance basic service delivery, and states as follows:

1. Petitioner is a Florida corporation with its principal place of business at 1020 Lake Sumter Landing, The Villages, Florida 32162.

2. The land area to be served by the District comprises 239.85 acres. A map showing the location of the land area to be serviced by the District is attached as **EXHIBIT 1**. All of the land in the proposed District is within the City of Wildwood, Florida.

3. A metes and bounds legal description and sketch of the external boundaries of the District is attached as **EXHIBIT 2**. Section 190.005(2)(a) and (1)(a)(1), Florida Statutes. There is no real property wholly within the external boundaries of the District, which is to be excluded from the District.

4. Attached as **EXHIBIT 3** is documentation constituting written consent to the establishment of the District by the owners of the real property to be included in and serviced by the District. Section 190.005(2)(a) and (1)(a)(2), Florida Statutes.

5. The five persons designated to serve as the initial members of the Board of Supervisors of the District are names in **EXHIBIT 4** attached hereto. Section 190.005(2)(a) and (1)(a)(3), Florida Statutes.

6. The proposed name of the District is Brownwood Community Development District. Section 190.005(2)(a) and (1)(a)(4), Florida Statutes.

7. The major trunk water mains, sewer interceptors, and outfalls currently in existence on the property to be serviced by the District are identified on *EXHIBIT 5* attached hereto. Section 190.005(2)(a) and (1)(a)(5), Florida Statutes.

8. The proposed timetables and related estimates of cost to construct the District services and facilities, based upon available data, is not applicable because the infrastructure serving the District will be constructed and paid for by the petitioners. Section 190.005(2)(a) and (1)(a)(6), Florida Statutes.

9. All of the property in the District is designated Mixed Use (PUD) pursuant to the development plan approved by Resolution 1031, dated November 10, 2008 and related approvals of Notices of Proposed Change, collectively comprising the Development Order for said property pursuant to the provisions of Chapter 380 F.S., and under the City of Wildwood's Land Use Element and Future Land Use Map.

10. The statement of estimated economic impact of the granting of this Petition and the establishment of the District pursuant thereto is attached as *EXHIBIT 6*. Section 190.005(2)(a) and (1)(a)(8), Florida Statutes.

WHEREFORE, Petitioner respectfully requests the City of Wildwood to:

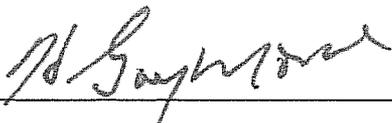
A. Schedule a public hearing as soon as possible and notice same once a week for four (4) consecutive weeks in accordance with the provisions of Chapter 190, F.S.

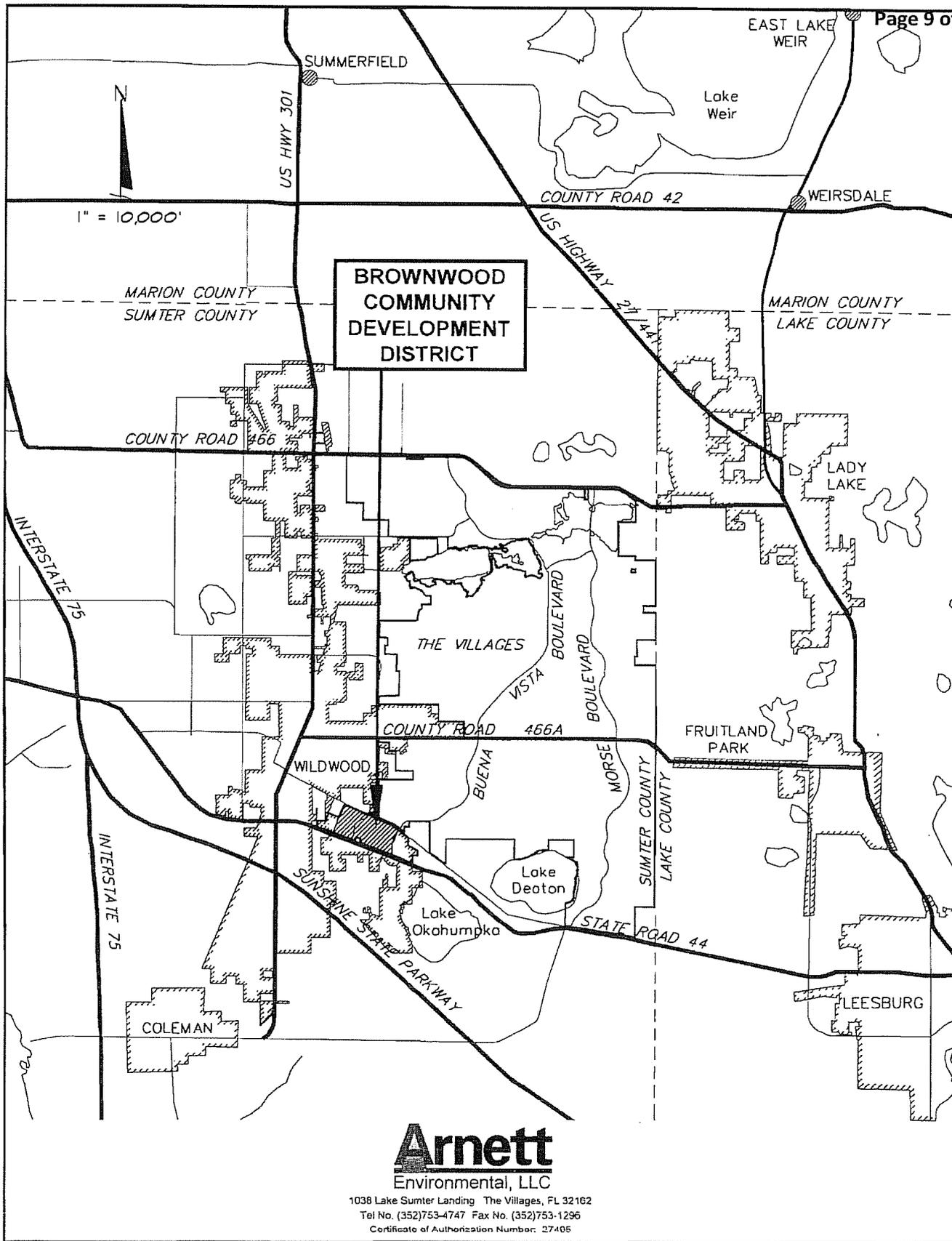
B. Grant the Petition and adopt an ordinance to establish the District and designate the land area to be serviced by the District, pursuant to Sections 190.005(2), Florida Statutes.

RESPECTFULLY SUBMITTED this 3 day of MAY, 2012.

THE VILLAGES OF LAKE-SUMTER, INC.

By: _____


H. Gary Morse, CEO



GENERAL LOCATION MAP

EXHIBIT 2

**DESCRIPTION OF THE
BROWNWOOD COMMUNITY DEVELOPMENT DISTRICT
APPROXIMATELY 239.8 ACRES**

A PARCEL OF LAND LYING WITHIN SECTIONS 8, 9, 16 AND 17, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, INCLUDING THAT PORTION OF THE CSX TRANSPORTATION RAILROAD AS SHOWN ON ATTACHMENT #2 IN THE AMENDED FINAL JUDGEMENT RECORDED IN OFFICIAL RECORDS BOOK 1993, PAGE 782; ALSO INCLUDING THAT PORTION OF RIGHT-OF-WAY FOR POWELL ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 2088, PAGE 199; ALL IN THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE WEST LINE OF THE NW1/4 OF AFORESAID SECTION 16 WITH THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 44 AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR ROAD SECTION 18070-2518; THENCE RUN SOUTHEASTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 44 TO THE WESTERLY RIGHT-OF-WAY LINE OF BUENA VISTA BOULEVARD, AS RECORDED IN OFFICIAL RECORDS BOOK 2332, PAGE 395, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE RUN NORTHERLY ALONG AFORESAID WESTERLY RIGHT-OF-WAY LINE OF BUENA VISTA BOULEVARD TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 44-A; SAID RIGHT-OF-WAY LINE BEING DESCRIBED IN O.R. BOOK 2332, PAGE 395, O.R. BOOK 2173, PAGE 649, O.R. BOOK 2088, PAGE 199, AND O.R. BOOK 2173, PAGE 643, ALL WITHIN THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE RUN NORTHWESTERLY TO A POINT THAT IS ON THE NORTHERLY EXTENSION OF THE EASTERLY LINE OF KERL & MILLER SUBDIVISION, PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 55, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE ALONG AFORESAID EASTERLY LINE RUN SOUTHWESTERLY TO THE MOST SOUTHERLY CORNER OF KERL & MILLER SUBDIVISION; THENCE CONTINUE SOUTHWESTERLY TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 44 AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR ROAD SECTION 18070-2518; SAID POINT LYING 1500.00 FEET NORTHWESTERLY OF (AS MEASURED ALONG SAID RIGHT-OF-WAY LINE) THE WESTERLY RIGHT-OF-WAY LINE OF POWELL ROAD AS DESCRIBED IN O.R. BOOK 2088, PAGE 199, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE RUN SOUTHEASTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 44 TO THE POINT OF BEGINNING.

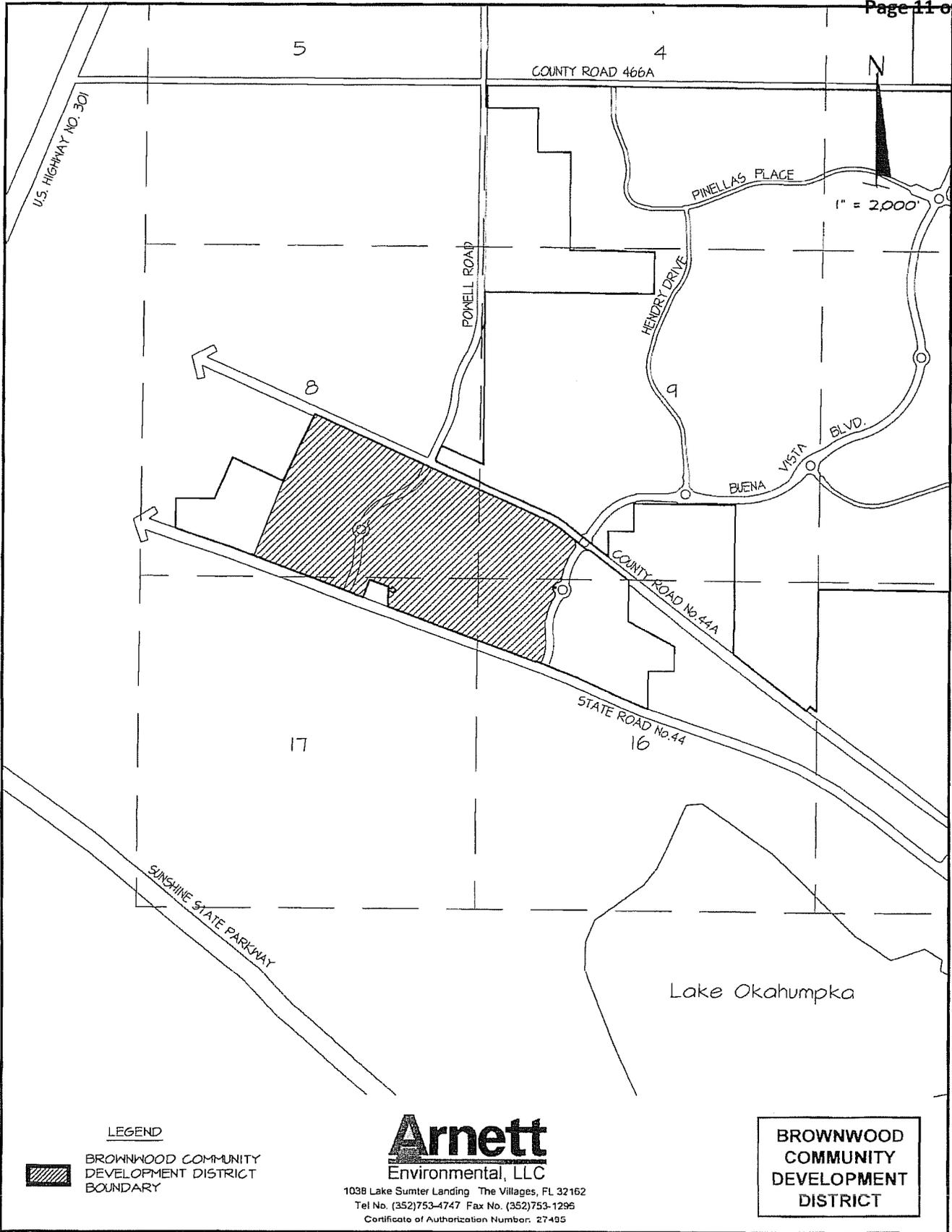
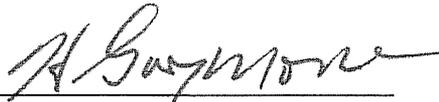


EXHIBIT 3

CONSENT TO THE ESTABLISHMENT OF
BROWNWOOD COMMUNITY DEVELOPMENT DISTRICT

The undersigned, being all of the owners of the property described in Exhibit 2 to the Petition to Establish Brownwood Community Development District, hereby consent to the Petition to Establish Brownwood Community Development District, dated the 3rd of MAY, 2012.

The Villages of Lake-Sumter, Inc.

By: 
H. Gary Morse
Its: CEO

Villages Operating Company

By: 
Gary L. Moyer
Its: Vice President

Villages of Southwest Plazas, LLC
By: Acorn Investments, LLC, Member

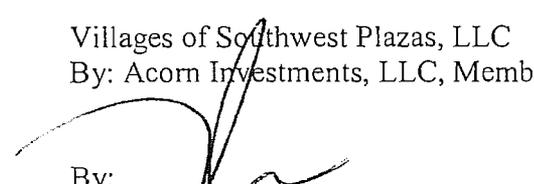
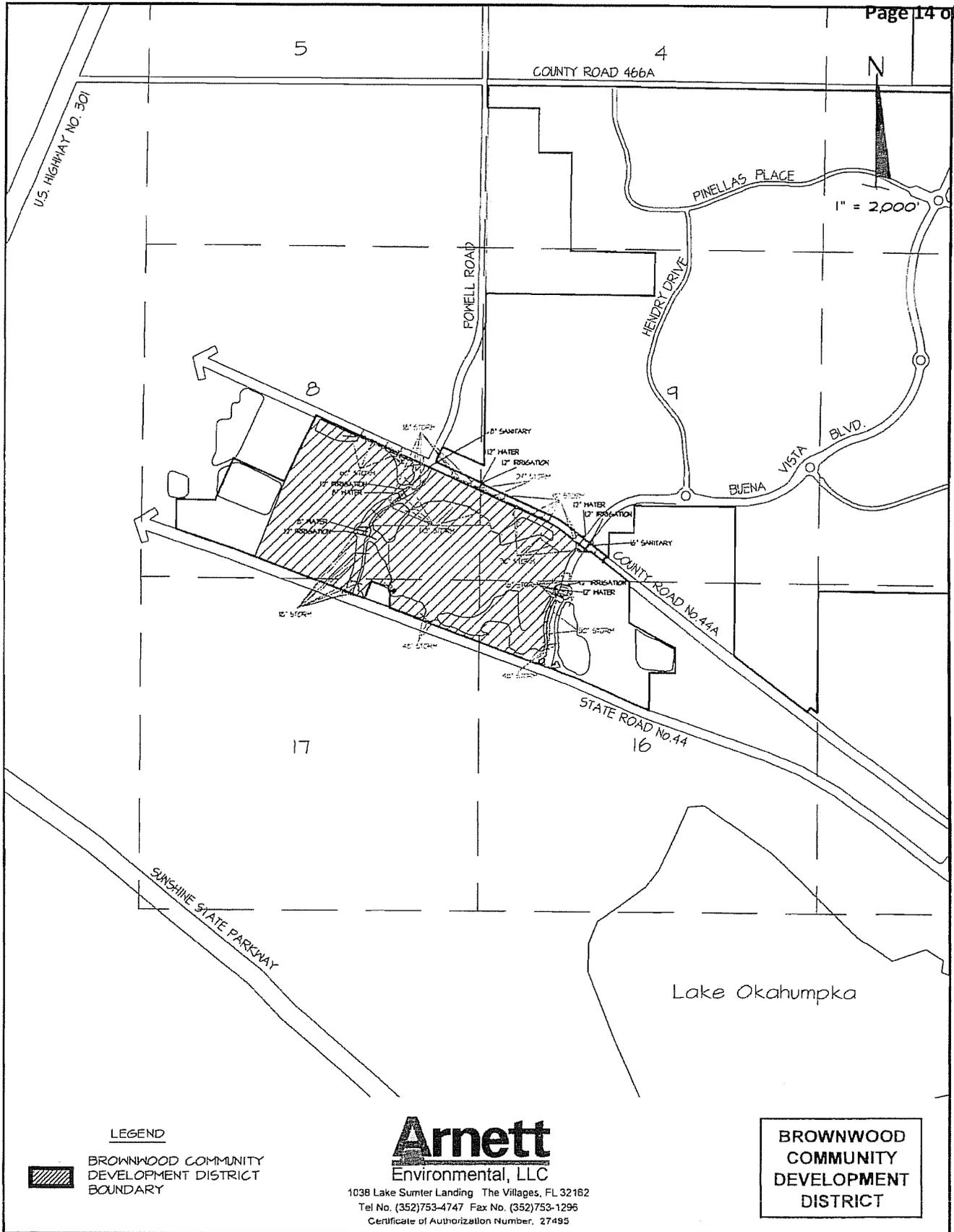
By: 
William J. Kearns
Its: Managing Member

EXHIBIT 4

Board of Supervisors of Brownwood Community Development District

The five persons designated to serve as the initial members of the Board of Supervisors of Brownwood Community Development District are:

Heather Figlow
Lindsey Blaise
Jim Sprung
Gerry Andrews
Lester Coggins



LEGEND

 BROWNWOOD COMMUNITY DEVELOPMENT DISTRICT BOUNDARY

Arnett
Environmental, LLC

1038 Lake Sumter Landing The Villages, FL 32162
Tel No. (352)753-4747 Fax No. (352)753-1296
Certificate of Authorization Number. 27495

BROWNWOOD COMMUNITY DEVELOPMENT DISTRICT

EXISTING MAJOR INTERCEPTORS AND OUTFALLS



**STATEMENT OF ESTIMATED
REGULATORY COSTS
ACCOMPANYING THE
PETITION TO ESTABLISH
THE BROWNWOOD
COMMUNITY DEVELOPMENT
DISTRICT**

April 26, 2012

Prepared by:

**Fishkind & Associates, Inc.
12051 Corporate Blvd.
Orlando, Florida 32817**

STATEMENT OF ESTIMATED REGULATORY COSTS

Brownwood Community Development District

April 26, 2012

1.0 Introduction

1.1 Purpose

This statement of estimated regulatory costs ("SERC") supports the petition ("Petition") to establish the proposed Brownwood Community Development District ("District"). The proposed District will include approximately 239.9 acres of land on which the Petitioner plans to develop the Brownwood mixed-use development ("Project").

The Project is planned to contain a mixed-use community that, when complete, will include commercial space, a movie theater, a hotel with 200 rooms, and a 300-bed hospital, as outlined in Table 1 below. The lands within the proposed District are located exclusively within the boundaries of the City of Wildwood, in Sumter County, Florida. The District proposes to provide community services to the property within the District, as described more fully below.

Table 1. Proposed District Land Use Plan

<u>Land Use</u>	<u>Units</u>
Commercial (Sq. Ft. Floor Area)	781,316
Hospital (Beds)	300
Movie Theater (Screens)	8
Hotel (Rooms)	200

1.2 Scope of the Analysis

The limitations on the scope of this SERC are explicitly set out in Section 190.002(2)(d), Florida Statutes (governing Community Development District formation or alteration) as follows:

"That the process of establishing such a district pursuant to uniform general law be fair and *based only on factors material to managing and financing* the service delivery function of the district, so that *any matter concerning permitting or planning of the development is not material or relevant*" (emphasis added).

1.3 Requirements for Statement of Estimated Regulatory Costs

Section 120.541(2), F.S. defines the elements that a statement of estimated regulatory costs must contain:

(a) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

(b) A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state and local revenues.

(c) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local governmental entities, required to comply with the requirements of the rule. As used in this paragraph, "transactional costs" are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, and the cost of monitoring and reporting.

(d) An analysis of the impact on small businesses as defined by Section 288.703, F.S., and an analysis of the impact on small counties and small cities as defined by Section 120.52, F.S.

(e) Any additional information that the agency determines may be useful.

(f) In the statement or revised statement, whichever applies, a description of any good faith written proposal submitted under paragraph (1) (a) and either a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

2.0 A good faith estimate of the number of individuals and entities likely to be required to comply with the ordinance, together with a general description of the types of individuals likely to be affected by the ordinance

As outlined above, the District is planned to contain various forms of development and, likely, multiple property owners at build-out. It is the property owners within the District that will be served by, and therefore affected by, the District. However, the proposed ordinance will not *require* the compliance of these District property owners. Instead, those who choose to purchase property within the District will do so on a voluntary basis.

The District will provide community services to the properties within its boundaries as outlined in Table 2 below. All of the property owners within the District will be subject to District rules related to services provided by the District and facilities owned or operated by the District. District property owners may also be responsible for paying District assessments to fund the operations and maintenance expenses incurred by the District to provide the services outlined below. Of course, prior to the sale of the real estate to end users, all of the undeveloped land owned by the petitioner and any other landowner will also be under the jurisdiction of the District and subject to funding their share of the District's operations and maintenance expenses.

[Table 2 is found on the following page.]

Table 2. Proposed Facilities and Services

<u>Facility</u>	<u>Ownership</u>	<u>Maintenance Entity</u>
Arterial Roads	Public ROW	County
Internal Roads and Pavers	CDD	CDD
Decorative Sign Poles - Internal Roads	CDD	CDD
Streetscape in ROW	CDD	CDD
Streetlights in ROW	CDD	CDD
Water	CSU	CSU
Wastewater	CSU	CSU
Stormwater	CDD	CDD
Irrigation	SWCA	SWCA
Entry Walls and Features	CDD	CDD

NOTE: CDD refers to the Brownwood Community Development District or Sumter Landing Community Development District by project-wide interlocal agreement with similar CDD's within Villages area.

3.0 **Good faith estimate of the cost to state and local government entities, of implementing and enforcing the proposed ordinance, and any anticipated effect on state and local revenues**

3.1 Costs to Governmental Agencies of Implementing and Enforcing Ordinance

State Governmental Entities

The cost to State entities to review or enforce the proposed ordinance will be very modest. The District comprises less than 1,000 acres and is located entirely within the boundaries of the City. Therefore, the City (and not the Florida Land and Water Adjudicatory Commission) will review and act upon the Petition to establish the District.

There are minimal additional ongoing costs to various State entities to implement and enforce the proposed ordinance. The District is a special purpose unit of local government, and is required to file various reports with the State of Florida, the Department of Community Affairs and other agencies of the State. The filing requirements are outlined in the attached Appendix. However, the additional costs to the State and its various departments to process the additional filings from the District are very low, since the State routinely processes filings from many other similar

districts.

City of Wildwood

The petition to establish the District will require the City to review the Petition and its supporting exhibits. In addition, the City will hold a public hearing to discuss the petition and consider any public input. These activities will utilize staff time and the time of the City Council. However, these costs are very modest at most for the following reasons. First, the review of the petition to establish the District does not include an analysis of the project itself. In fact, such a review of the project is prohibited by statute. Second, the petition contains all of the information necessary for its review. Third, the City currently has the staff necessary to review the petition. Fourth, no capital costs are involved in the review. Fifth, the City routinely processes similar petitions for land use and zoning changes that are far more complicated than this petition to establish the District.

The City will incur negligible continuing costs if the petition is approved. The proposed District is an independent unit of local government, so the District is responsible for its own budget, reporting, and the full conduct of its powers within its boundaries. The District will provide the City with its budget each year for the City's review and comment, but no City action on the budget is required. Table 2 above outlines petitioner's current good faith identification of facilities or services the City and the District are planning on providing to the properties within the District.

3.2 Impact on State and Local Revenues

Adoption of the proposed ordinance will have no negative impact on State or local revenues. The District is an independent unit of local government. The District is designed to provide community facilities and services to serve the Project.

Any non-ad valorem assessments levied by community development districts do not count against any millage caps imposed on other taxing authorities providing services to the lands within the District. It is also important to note that any debt obligations the District may incur are not debts of the State of Florida or any other unit of local government. By Florida State law, debts of the District are strictly its own responsibility.

4.0 A good faith estimate of the transactional costs likely to be incurred by individuals and entities required to comply with the requirements of the ordinance

The District may impose non-ad valorem assessments on the properties within its boundaries to fund the operation of the District and the District's maintenance activities as outlined in Table 2. The District may also set user fees for services (e.g., chiller, irrigation). Community development districts are typically efficient providers of maintenance services as they are subject to government bidding requirements, professionally managed, and have the ability to place non-ad valorem assessments on the County tax roll to fund these activities.

It is important to note that the costs incurred by the District in providing its maintenance services are typical for development of the type contemplated here. In other words, there is nothing peculiar about the District's maintenance activities that would require additional funding over and above what would normally be needed. Therefore, these costs are not in addition to normal development costs. Thus, District-imposed assessments for operations and maintenance costs will be similar to what would be charged in any event by a property owners' association common to most master planned developments.

Real estate markets are generally efficient, because buyers and renters evaluate all of the costs and benefits associated with various alternative locations. The operations and maintenance charges for property within the Project must be in line with the competition. Furthermore, the decision by new property owners to locate within the District is completely voluntary. So, ultimately, all owners and users of the affected property choose to accept the District's costs in exchange for the benefits that the District provides.

5.0 An analysis of the impact on small businesses as defined by Section 288.703, F.S., and an analysis of the impact on small counties and small cities as defined by Section 120.52, F.S.

There will be no impact on small businesses because of the formation of the proposed District. If anything, the impact may be positive. This is

because the District must competitively bid certain of its contracts. This affords small businesses the opportunity to bid on District work.

The District is not located within a county with a population of less than 75,000 or within a city with a population of less than 10,000. Therefore, the proposed District is not located in either a county or city that is defined as "small" by Florida Statute § 120.52.

6.0 Any additional useful information.

It is useful to reflect upon the question of whether the proposed formation of the District is the best alternative for providing community facilities and services to the Project. As one alternative to the District, the City could approve an ad valorem assessment area for services. However, this alternative is inferior to the District. Unlike the District, it would require the City to continue to administer the project and its facilities and services. As a result, the costs for these services and facilities would not be fully sequestered to the land directly benefiting from them, as the case would be with the District.

Another alternative to the District would be for the developer to use a property owners association ("POA") for operations and maintenance of community facilities and services. A District is superior to a POA for a variety of reasons. First, unlike a POA, a District can impose and collect its assessments along in the same manner as ad valorem property taxes. Therefore, the District is far more assured of obtaining its needed operational funds than is a POA. Second, the proposed District is a unit of local government. Therefore, unlike the POA the District must abide by all governmental rules and regulations, including government-in-the-sunshine requirements.

A District also is preferable to these alternatives from an accountability perspective. With a District as proposed, property owners within the District would have a focused unit of government under their direct control. The District can then be more responsive to property owner needs without disrupting other City responsibilities.

Fishkind & Associates, Inc. certifies that this SERC meets the requirements for a SERC as set out in Chapter 120.541, F.S.

Fishkind & Associates, Inc. has developed over 100 SERCs for various clients. Below is a listing of some of the other community development district clients for which we have prepared SERCs.

- Urban Orlando (Baldwin Park) Community Development District in Orlando
- The Lake Nona "Family" of Community Development Districts in Orlando
- The Villages "Family" of Community Development Districts in Lake and Sumter Counties
- Winter Garden Village at Fowler Groves Community Development District in Winter Garden
- Highlands Community Development District in Tampa
- The Tradition "Family" of Community Development Districts in Port St. Lucie

APPENDIX

LIST OF DISTRICT REPORTING REQUIREMENTS

REPORT	FLORIDA STATUTE SECTION	DATE
Annual Financial Audit	218.39	12 months after end of fiscal year
Annual Financial Report (AFR)	218.32	Within 45 days after delivery of audit
Financial Disclosure Form 1	112.3145	By July 1
Public Depositor	280.17	By November 30
Proposed Budget	190.008	By June 15
Adopted Budget	190.008	By October 1
Public Facilities Report	189.415	Initial report within 1 year of creation, updates every 5 years
Public Meetings Schedule	189.417	Beginning of fiscal year
Notice of Bond Issuance	218.38	Within 120 days after delivery
Registered Agent	189.416	30 days after first Board Meeting
Notice of Establishment	190.0485	30 days after formation
Creation Documents	189.418	30 days after adoption
Notice of Public Finance	190.009	After financing

The Villages of Lake Sumter, Inc.
1020 Lake Sumter Landing
The Villages, FL 32162
352-753-6270

Check Date: 05/03/12

NO.c.00047544

Page 25 of 25

INVOICE NO.	INVOICE DATE	DESCRIPTION	GROSS	DISCOUNT	AMOUNT PAID
47544	05/03/12	BROWNWOOD CDD FEE	15,000.00		15,000.00

CITY OF WILDWOOD

THIS CHECK HAS A COLORED BACKGROUND AND CONTAINS MULTIPLE SECURITY FEATURES. SEE BACK FOR DETAILS.

The Villages

The Villages of Lake Sumter, Inc.
1020 Lake Sumter Landing
The Villages, FL 32162

63-1400/631

Citizens First Bank
1050 Lake Sumter Landing
The Villages, FL 32162

NO. 00047544

DATE
05/03/12

AMOUNT
\$****15,000.00

PAY FIFTEEN THOUSAND AND 00/100 *****

TO THE ORDER OF
CITY OF WILDWOOD



BY H. Jayson
AUTHORIZED SIGNATURE

⑈00047544⑈ ⑆0631⑆1400⑆⑆ 0010000008⑈

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: 301/466 LLC Rezoning RZ 1203-01

REQUESTED ACTION: Public Hearing and second reading to adopt Ordinance O2012-21.

Work Session (Report Only) **DATE OF MEETING:** 6/25/12
 Regular Meeting Special Meeting

CONTRACT: N/A Vendor/Entity: _____
Effective Date: _____ Termination Date: _____
Managing Division / Dept: _____

BUDGET IMPACT: _____

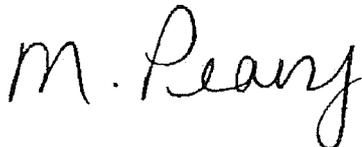
Annual **FUNDING SOURCE:** _____
 Capital **EXPENDITURE ACCOUNT:** _____
 N/A

HISTORY/FACTS/ISSUES:

The applicant seeks approval from the City Commission for a rezoning from "Neighborhood Mixed Use -7 (NMU-7)" to "Low Density Residential (R-1)" on the 222 +/- acre subject property. The zoning map amendment is intended to bring the property into compliance with the Future Land Use Map of the Comprehensive Plan. **Staff recommends approval of Ordinance #02012-21 (attached) in conformance with the amended Comprehensive Plan, which establishes a future land use appropriate to the proposed zoning.**

The 222 +/- acre subject parcel is generally located to the northwest of State Road 35 (US Hwy 301) and County Road 214. The property was recently subject to an approved Large Scale Comprehensive Plan amendment to change the future land use to "Low Density Residential". The requested zoning of "NMU-7 Neighborhood Mixed Use" will bring the property into compliance with the Future Land Use Map and the Comprehensive Plan.

Case RZ 1203-01 was considered by the Planning & Zoning Board/Special Magistrate on Tuesday, June 5, 2012. The Planning & Zoning Board/Special Magistrate gave a favorable recommendation of the rezoning to the City Commission.



Melanie Peavy
Development Services Director

City of Wildwood
Planning & Zoning Board/Special Magistrate

The case below was heard on Tuesday, June 5, 2012 by the Special Magistrate. The applicant seeks approval and favorable recommendation from the Wildwood Planning and Zoning Board/Special Magistrate for a rezoning of the 222 +/- acre site from Neighborhood Mixed Use - 7 (NMU-7) to Low Density Residential (R-1) in conformance with approved amendments to the Comprehensive Plan (pending adoption by the City Commission). The site is generally located to the northwest of State Road 35 (US Hwy 301) and County Road 214.

Case: RZ 1203-01

Parcel(s): D18=069, D18=040, D18=064, D18=041, D18=068, D18=067

Owner: 301/466 LLC – Albert Peek and Kirk Boone

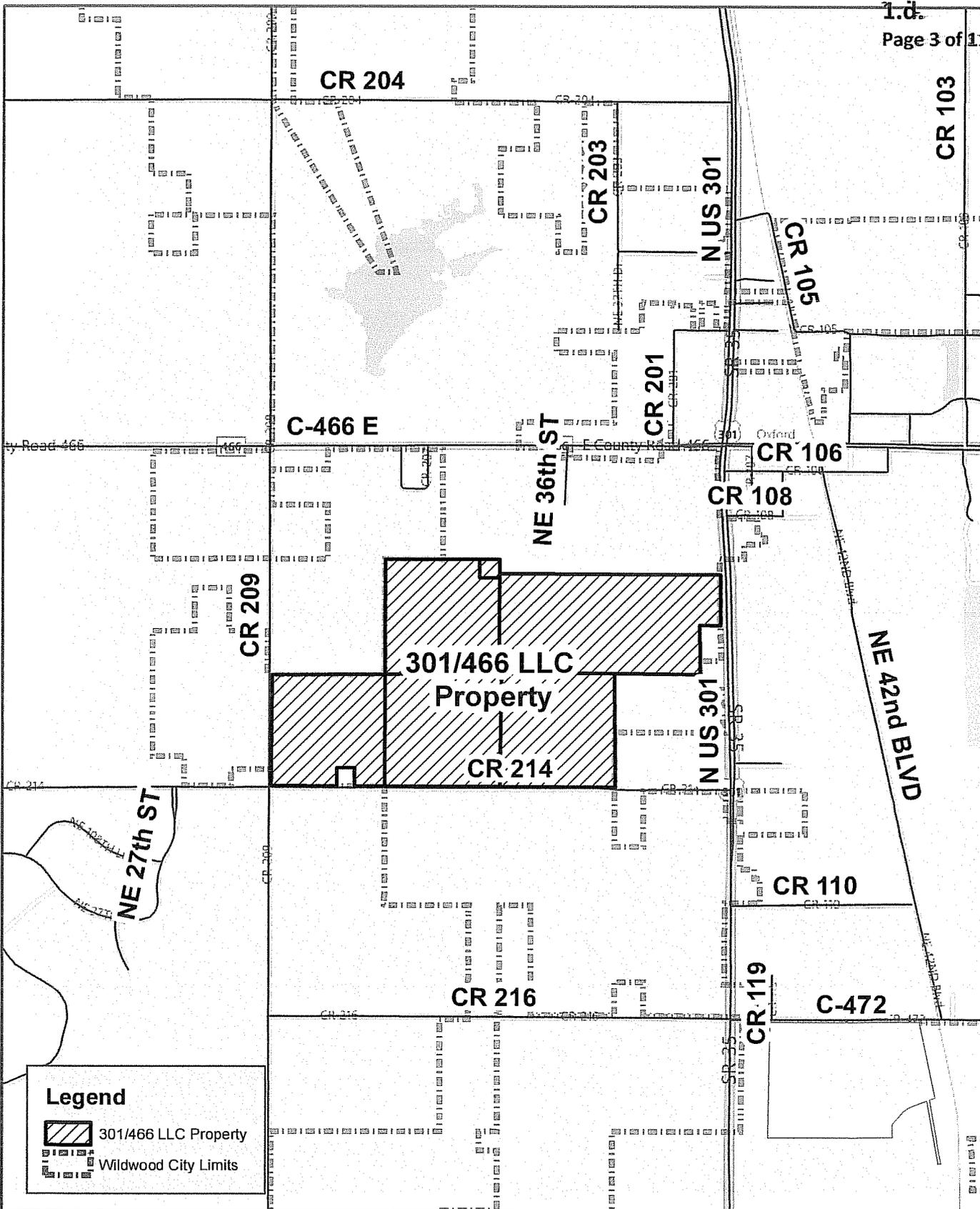
Applicant: 301/466 LLC – Albert Peek and Kirk Boone

Based upon the testimony and information presented, the Special Magistrate recommends approval of Ordinance O2012-21 to be forwarded to the City Commission for approval.

Dated: June 5, 2012

/Proposed/

Archie O. Lowry, Jr.
Special Magistrate, City of Wildwood



Legend

-  301/466 LLC Property
-  Wildwood City Limits



1 inch = 1,500 feet

City of Wildwood, Florida
301/466 LLC Property





**301/466 LLC
Property**

Legend

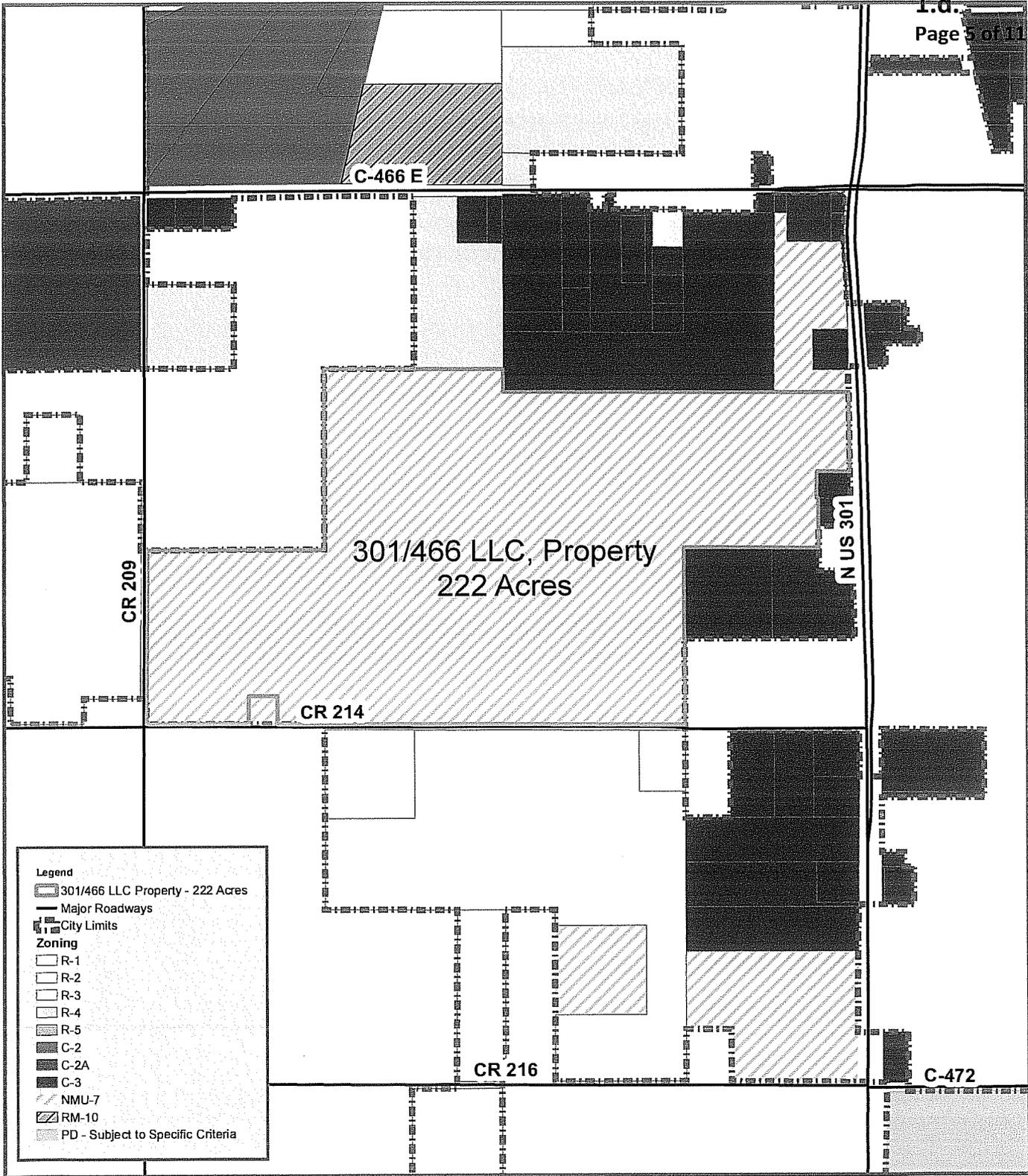
-  301/466 LLC Property
-  Wildwood City Limits



1 inch = 1,500 feet

City of Wildwood, Florida
301/466 LLC Property





Legend

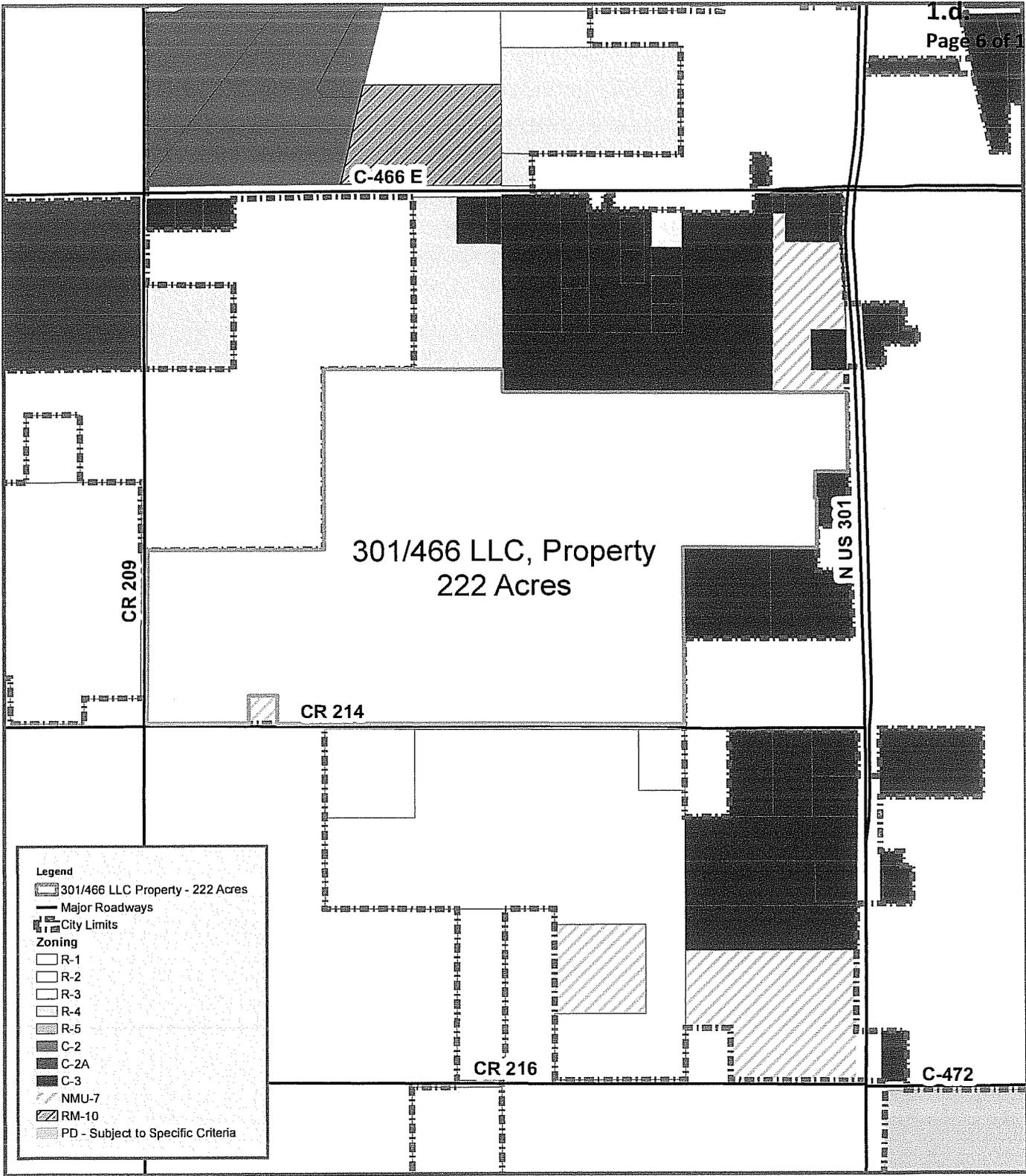
- 301/466 LLC Property - 222 Acres
- Major Roadways
- City Limits
- Zoning**
- R-1
- R-2
- R-3
- R-4
- R-5
- C-2
- C-2A
- C-3
- NMU-7
- RM-10
- PD - Subject to Specific Criteria



1 inch = 1,000 feet

301/466 LLC Existing Zoning Map





Legend

- 301/466 LLC Property - 222 Acres
- Major Roadways
- City Limits
- Zoning**
- R-1
- R-2
- R-3
- R-4
- R-5
- C-2
- C-2A
- C-3
- NMU-7
- RM-10
- PD - Subject to Specific Criteria



1 inch = 1,000 feet

**301/466 LLC
Proposed Zoning Map**



ORDINANCE NO. O2012-21

AN ORDINANCE OF THE CITY OF WILDWOOD FLORIDA;
REZONING CERTAIN REAL PROPERTY IN COMPLIANCE
WITH THE ADOPTED LOCAL COMPREHENSIVE PLAN AND
FUTURE LAND USE MAP IN ACCORDANCE WITH THE
COMMUNITY PLANNING ACT OF 2011, AS AMENDED;
PROVIDING FOR CODIFICATION; PROVIDING FOR
CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Wildwood, Florida, has made a determination that certain real property located within the City of Wildwood should be zoned or rezoned in compliance with the City of Wildwood Comprehensive Plan and Future Land Use Map.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED, by the City Commission of Wildwood, Florida, as follows:

SECTION 1. The following property which was zoned "NMU-7: Neighborhood Mixed Use - 7", shall be rezoned to "R-1: Low Density Residential", pursuant to the City of Wildwood Land Development Regulations and official Zoning Map;

301/466 LLC

Parcel Numbers: D18=069, D18=040, D18=064, D18=041, D18=067, & D18=068

Containing 222 acres +/-

PARCEL 1

THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS ROAD RIGHT OF WAY.

PARCEL 2

NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 18 SOUTH, RANGE 23 EAST, LESS ROAD RIGHT OF WAY OF U.S. HIGHWAY 301, AND LESS THE NORTH 165 FEET THEREOF, AND LESS: FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 18, BEING A FLORIDA DEPARTMENT OF TRANSPORTATION NAIL IN THE PAVEMENT OF U.S. HIGHWAY NO. 301; THENCE S00°24'17"W ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 18, A DISTANCE OF 2,662.14 FEET TO THE EAST 1/4 SECTION CORNER OF SAID SECTION 18; THENCE S00°24'17"W ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 18, A DISTANCE OF 756.54 FEET; THENCE DEPARTING SAID EAST LINE RUN N89°22'39"W A DISTANCE OF 111.98 FEET TO THE WEST RIGHT OF WAY LINE OF STATE ROAD NO. 35 (U.S. HIGHWAY NO. 301) PER ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 156, PAGE 570, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE S00°57'08"E ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 3.66 FEET TO THE POINT OF BEGINNING; THENCE N89°22'32"W, A DISTANCE OF 240.25 FEET; THENCE S00°36'51"W, A DISTANCE OF 204.69 FEET TO THE NORTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 155, PAGE 73 OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE S89°20'28"E ALONG SAID NORTH LINE A DISTANCE OF 245.84 FEET TO THE SAID WEST RIGHT OF WAY LINE OF STATE ROAD NO. 35 (U.S. HIGHWAY NO. 301); THENCE N00°57'08"W ALONG SAID WEST RIGHT

OF WAY 204.92 FEET TO THE POINT OF BEGINNING. AND LESS ANY PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 155, PAGE 73 OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS: BEGINNING AT INTERSECTION OF THE WEST RIGHT OF WAY LINE OF WIRE ROAD (NOW KNOWN AS U.S. HIGHWAY 301) AND THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, SECTION 18, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, RUN THENCE NORTH 120 YARDS, THENCE WEST 100 YARDS, THENCE RUN SOUTH 180 YARDS, THENCE RUN EAST 100 YARDS, THENCE RUN NORTH 60 YARDS TO THE POINT OF BEGINNING.

PARCEL 3

THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS ROAD RIGHT OF WAY.

PARCEL 4

BEGIN AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 IN SECTION 18, TOWNSHIP 18 SOUTH, RANGE 23 EAST, RUN 208.71 FEET WEST ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4, THENCE RUN SOUTH 208.71 FEET, THENCE RUN EAST 208.71 FEET, THENCE RUN NORTH ALONG EAST LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4 TO POINT OF BEGINNING.

PARCEL 5

NORTH 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, LESS 1 ACRE SQUARE IN NORTHEAST CORNER, SECTION 18, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, AND, THE SOUTH 3/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, SECTION 18, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

PARCEL 6

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS ROAD RIGHT OF WAY.

SECTION 2. The official zoning map for the City of Wildwood, Florida, is hereby amended to include the above-referenced property. The amendment to the official zoning map is attached hereto and incorporated herein by reference.

SECTION 3. All ordinances or parts of ordinances in conflict herewith, be, and the same are hereby repealed.

SECTION 4. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a Court or competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of said Ordinance.

SECTION 5. This Ordinance shall take effect upon its final reading by the City Commission of the City of Wildwood.

PASSED AND ORDAINED this _____ day of _____, 2012, by the
City Commission of the City of Wildwood, Florida.

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

S E A L

ATTEST: _____
Joseph Jacobs, City Clerk

Ed Wolf, Mayor

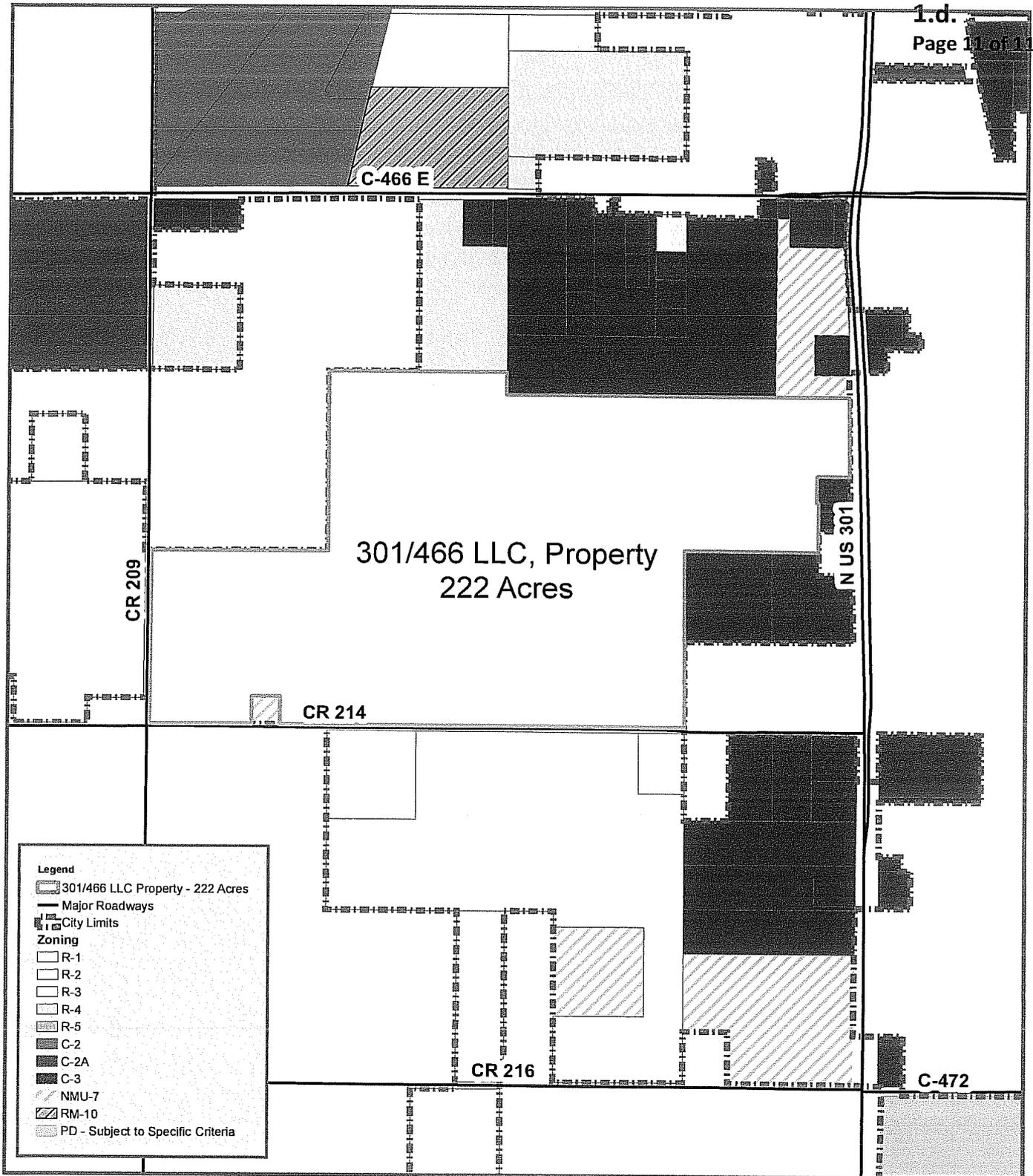
First Reading: _____

Second Reading: _____

Approved as to form:

Jerri A. Blair, City Attorney

Ordinance O2012-21
Exhibit A
301/466 LLC Zoning Map



1 inch = 1,000 feet

301/466 LLC Proposed Zoning Map



EXECUTIVE SUMMARY

SUBJECT: **Ordinance O2012-22: Comprehensive Plan Amendment to Implement the Interlocal Service Boundary and Joint Planning Area with Sumter County**

Continuance of Ordinance O2012-22

REQUESTED ACTION:

- Work Session (Report Only)
- Regular Meeting

DATE OF MEETING: 6/25/2012
 Special Meeting

CONTRACT:

N/A
 Effective Date: _____
 Managing Division / Dept: _____

Vendor/Entity: _____
 Termination Date: _____

BUDGET IMPACT: _____

- Annual
- Capital
- N/A

FUNDING SOURCE: N/A
 EXPENDITURE ACCOUNT: _____

HISTORY/FACTS/ISSUES:

The Interlocal Services Boundary and Joint Planning Area Agreement between the City and Sumter County require the City to adopt the Joint Planning Area Agreement into the Comprehensive Plan.

The amendments to the City's Comprehensive Plan include incorporation of the Joint Planning Area Map (Map 1-11) and the Joint Planning Area Future Land Use Map (Map 1-12) into the Future Land Use Map series. The amendment also includes text amendments to the Future Land Use and Intergovernmental Coordination Elements concerning urban sprawl, land uses within the JPA, annexation, and provisions of services as outlined in the Agreement.

The Special Magistrate acting as the Local Planning Agency recommended approval of Ordinance O2012-22 on June 5th, 2012. Since that time an issue with Sumter County has surfaced regarding the boundary of the Joint Planning Area. **Staff is recommending the transmittal of Ordinance O2012-22 be continued until the July 9, 2012 meeting** at which point Staff hopes to have received direction from the Commission on how to proceed.

Melanie Peavy
Development Services Director



2. REPORTS AND PUBLIC INPUT / SPECIAL PRESENTATION(S)

- a. City Manager
- b. City Attorney
- c. City Clerk
- d. Commission Members
- e. Public Forum (10 minute time limit)
- f. Notes and Reports
 - 1. FYI – City’s building at 610 Jackson Street (Attachments – Information only)

CITY OF WILDWOOD
EXECUTIVE SUMMARY

2.f.1.
Page 1 of 7

SUBJECT: Lease on City Building at 610 Jackson Street Possibly Being Terminated

REQUESTED ACTION: Information only at this time

Work Session (Report Only)
 Regular Meeting

DATE OF MEETING: 6/25/12
 Special Meeting

CONTRACT: N/A

Vendor/Entity: Mid Florida
Community Services,
Inc.

Effective Date: _____
Managing Division / Dept: _____

Termination Date: July 15, 2012 ??

BUDGET IMPACT: _____

Annual
 Capital
 N/A

FUNDING SOURCE: _____
EXPENDITURE ACCOUNT: _____

N/A
N/A

HISTORY/FACTS/ISSUES:

Mid Florida Community Services (MFCS) has had an indefinite lease with the City for the City's building at 610 Jackson Street since January 1, 1992 for \$20 annually. The lease stipulates that the building must be used by them as a child care center and they have used it for the Wildwood Head Start Program.

In 2007, Sumter County Schools began a VPK (Voluntary Pre-K) program at the schools which had a devastating effect on the Wildwood Head Start program that year. The City allowed MFCS to hold the building vacant for one year to allow for the adjustment and the following year (2008), the Head Start program was up and running again on Jackson Street.

Since that time, it has been struggling to keep enrollment up not only due to the VPK program itself at the schools but the additional fact that those children could be transported to and from school on the school busses making it much more convenient for the parents.

Commissioner Bivins was told by an employee of the Head Start program that they would not be using the building after the end of this school year. Commissioner Bivins asked me if we had received any notification from MFCS of this fact and we had not. I contacted Michael Georgini, the Executive Director of MFCS and he verbally verified that Head Start would no longer be using the building, but they really didn't want to lose the building and were hoping to find another use it for. I reminded him that the lease stipulated it must be used as a child care center for them to continue to hold it. He did then say that they would be vacating it but could not give me a date but would get back to me.

On June 6, 2012 I received a phone call from Chris Bayes at MFCS that they would have the playground equipment moved and all of their equipment out of the building by July 15, 2012. We have still not received anything in writing from MFCS of this fact, so I am hesitant to say it's definitely going to be available for sure.

If they do vacate and the lease is terminated, the Commission will need to determine what they want to do with the building. We have had several inquiries from various people for use of the building.

This will be brought back to you at a future meeting for a decision on what the Commission wants to do with the building, but I wanted to give you a heads up on the situation should you be contacted about using the building.

Pam Law
Administrative Support Specialist

OFFICE
COPY

DO NOT REMOVE

COMMERCIAL PROPERTY LEASE

The State of Florida
County of Sumter

This lease is made and executed in duplicate by and between the MID-FLORIDA COMMUNITY SERVICES, P. O. BOX 896, BROOKSVILLE, FLORIDA 34605, herein called the lessee and the CITY OF WILDWOOD, 100 No. Main Street, Wildwood, Florida, 34785, herein called lessor.

SECTION I

Description of Premises

Lessor leases to lessee, and lessee hires from lessor, as herein provided, the premises located at 610 Jackson Street, City of Wildwood, County of Sumter, State of Florida.

SECTION II

Term

The term of this lease is indefinite, so long as premises are utilized as a child care center, beginning January 1, 1992.

SECTION III

Rent

Lessee agrees to pay lessor rent in installments of Twenty Dollars (\$ 20.00) each, payable at 100 No. Main Street, Wildwood, Florida 34785, beginning on January 1 1992, and payable on the 1st day of October each year thereafter during the term of the lease.

SECTION IV

Use of Premises

The premises are leased to be used as a child care center. Lessee agrees to restrict their use to such purposes, and not to use, or permit the use of, the premises for any other purpose without first obtaining the consent in writing of lessor, or of lessor's authorized agent.

SECTION V

Prohibition against Activities Increasing Fire Insurance Rates

Lessee agrees not to use the premises in any manner, even in its use for the purposes for which the premises are leased, that will increase risks covered by insurance on the building where the premises are located, so as to increase the rate of insurance on the premises, or to cause cancellation of any insurance policy covering the building. Lessee further agrees not to keep on the premises, or permit to be kept, used, or sold on the premises, anything prohibited by the policy of fire insurance covering the premises. Lessee agrees to comply, at its own expense, with all requirements of insurers necessary to keep in force the fire and public liability insurance covering the premises and building.

SECTION VI

Prohibition against Waste, Nuisance,
or Unlawful Use

Lessee shall not commit, or allow to be committed, any waste on the premises, and shall dispose of hazardous medical waste as required by the State of Florida and at no time shall commit such waste to City refuse collection. Lessee shall not create or allow any nuisance to exist on the premises, or use or allow the premises to be used for an unlawful purpose.

SECTION VII

Effect of Delay in Delivering Possession

This lease shall not be rendered void or voidable by lessor's inability to deliver possession to lessee at the beginning of the lease term, nor shall such inability to deliver render lessor liable to lessee for loss or damage suffered thereby. If lessor cannot deliver the premises at such time, the rent for the period between the beginning of the term and the time when lessor can deliver possession will be deducted from the total rent of the lease. No extension of the lease shall result from a delay in delivering possession.

SECTION VIII

Payment of Utilities, Services

Lessee shall pay for all utilities furnished the premises for the term of this lease, including electricity, gas, water, wastewater and telephone service, as well as refuse, yard waste, and other solid wastes as required by City ordinances.

SECTION IX

Repairs and Maintenance

Lessee, at its expense, shall maintain and keep the premises, including without limitation, windows, doors, skylights, adjacent sidewalks, storefront, and interior walls, in good repair. Lessor shall maintain in good condition the building roof and exterior walls.

SECTION X

Delivery, Acceptance, and Surrender of Premises

Lessor represents that the premises are in fit condition for use as a child care center. Lessee agrees to accept the premises on possession as being in a good state of repair and in sanitary condition.

SECTION XI

Partial Destruction of Premises

Partial destruction of the leased premises shall not render this lease void or voidable, or terminate it except as herein provided.

If the premises are partially destroyed during the term of this lease, lessor shall repair them, when such repairs can be made in conformity with local, state, and federal laws and regulations, within 180 days of the partial destruction. Rent for the premises will be reduced proportionally to the extent to

which the repair operations interfere with the normal conduct of the lessee's business on the premises. If the repairs cannot be so made within the time limited, lessor has the option to make them within a reasonable time and continue this lease in effect with proportional rent rebate to lessee as provided for herein. If the repairs cannot be so made in 360 days, and if lessor does not elect to make them within a reasonable time, either party to this lease has the option to terminate the lease. If the building in which the leased premises are located is more than one-third destroyed, lessor may at its option terminate the lease.

SECTION XII

Lessor's Right to Inspect, Repair, and Maintain Premises

Lessor reserves the right to enter the premises at reasonable times to inspect them, to perform required maintenance and repair, or to make additions or alterations to any part of the building in which the premises lease are located, and lessee agrees to permit lessor to do so. Lessor may, in connection with such alterations, additions, or repairs, erect scaffolding, fences, and similar structures, post relevant notices, and place moveable equipment without an obligation to reduce lessee's rent for the premises during such period, and without incurring liability to lessee for disturbance of quiet enjoyment of the premises, or loss of occupation of the premises.

SECTION XIII

Posting of Signs, Awnings, or Marquees by Lessee

Lessee agrees that it will not construct or place, or permit to be constructed or placed, signs, awnings, marquees, or other structures projecting from exterior of the premises without lessor's written consent. Lessee further agrees to remove signs, displays, advertisements or decorations it has placed, or permitted to be placed, on the premises, which, in lessor's opinion, are offensive or otherwise objectional. If lessee fails to remove such signs, displays, advertisements, or decorations within 15 days after receiving written notice from lessor to remove them, lessor reserves the right to enter the premises and remove them, at lessee's expense.

SECTION XIV

Liability Insurance

Lessee agrees to procure and maintain in force during the term of this lease and any extension of this lease, at its expense, public liability insurance in companies and through brokers approved by lessor, adequate to protect against liability for damage claims through public use of or arising out of accidents occurring in or around the lease premises, in a minimum amount of One Million Dollars (\$1,000,000.00) for each person injured, One Million Dollars (\$1,000,000.00) for any one accident, and One Hundred Thousand Dollars (\$100,000.00) for property damage. Such insurance policies shall provide coverage for lessor's contingent liability on such claims or losses. Copies of the policies shall be delivered to lessor for keeping, if so requested by the lessor. Lessee agrees to notify lessor in writing at least 60 days prior to cancellation or refusal to renew any such policies. Lessee agrees that, if such insurance policies are not kept in force during the entire term of this lease and any extension of this lease, lessor may procure the necessary insurance, pay the premium therefore, and that such premium shall be repaid to lessor as an additional rent installment for the month following the date on which such premiums are paid.

SECTION XV

Assignment or Sublease

Lessee agrees not to assign or sublease the premises leased, any part of the premises; or any right or privilege connected therewith, or to allow any other person, except lessee's agents and employees, to occupy the premises or any part of the premises, without first obtaining lessor's written consent. One consent by lessor shall not be a consent to a subsequent assignment, sublease, or occupation by other persons. Lessee's unauthorized assignment, sublease, or license to occupy shall be void, and shall terminate the lease at lessor's option. Lessee's interest in this lease is not assignable by operation of law, nor is any assignment of its interest therein, without lessor's written consent.

SECTION XVI

Lessor's Remedies on Lessee's Breach

If lessee breaches this lease, lessor shall have the following remedies in addition to its other rights and remedies in such event:

- a. Reentry. Lessor has the right to obtain possession of the premises as provided by law.
- b. Termination. After reentry, lessor may terminate the lease on giving 10 days' written notice of such termination to lessee. Reentry only, without notice of termination, will not terminate the lease.
- c. Reletting Premises. After reentering, lessor may relet the premises or any part thereof, for any term, without terminating the lease at such rent and on such terms as it may choose. Lessor may make alterations and repairs to the premises.
 - (1) Liability of Lessee on Reletting. Lessee shall be liable to lessor in addition to its other liability for breach of the lease for all expenses of the reletting, and of the alterations and repairs made, which lessor may incur. In addition lessee shall be liable to lessor for the difference between the rent received by lessor under the reletting and the rent installments that are due for the same period under this lease.
 - (2) Applications of Rent on Reletting. Lessor at its option may apply the rent received from reletting the premises as follows:
 - (a) To reduce lessee's indebtedness to lessor under the lease, not including indebtedness for rent;
 - (b) To expenses of the reletting and alterations and repairs made;
 - (c) To rent due under this lease;
 - (d) To payment of future rent under this lease as it becomes due.

If the new lessee does not pay a rent installment promptly to lessor, and the rent installment has been credited in advance of payment to lessee's indebtedness other than rent, or if rentals from the new lessee have been otherwise applied by lessor as provided herein, and during any rent installment period are less than the rent payable for the corresponding installment period under this lease, lessee agrees to pay lessor the deficiency separately for each rent installment deficiency period, and before the end of that period.

Lessor may at any time after such reletting terminate the lease for the breach because of which lessor reentered and relet.

Lessor may recover from lessee on terminating the lease for lessee's breach all damages proximately resulting from the breach, including the cost of recovering the premises, and the worth of the balance of this lease over the reasonable rental value of the premises for the remainder of the lease term, which sum shall be immediately due lessor from lessee.

SECTION XVII

Notices

Notices given pursuant to the provisions of this lease, or necessary to carry out its provisions, shall be in writing, and delivered personally to the person to whom the notice is to be given, or mailed postage prepaid, addressed to such person. Lessor's address for this purpose shall be 100 No. Main Street, Wildwood, Florida 34785, or such other address as it may in writing designate to lessee. Notices to lessee may be addressed to lessee at the premises leased.

SECTION XVIII

Effect of Lessor's Waiver of Covenants

Lessor's waiver of breach of one covenant or condition of this lease is not a waiver of breach of others, or of subsequent breach of the one waived. Lessor's acceptance of rent installments after breach is not a waiver of the breach, except of breach of the covenant to pay the rent installment or installments accepted.

SECTION XIX

Binding Effect on Successor and Assigns

This lease and the covenants and conditions of this lease apply to and are binding on the heirs, successors, executors, administrators, and assigns of the parties to this lease.

SECTION XX

Time of the Essence

Time is of the essence of this lease.

SECTION XXI

Effect of Eminent Domain Proceedings

Eminent domain proceedings resulting in the condemnation of a part of the premises leased herein that leave the rest usable by lessee for purposes of the business for which the premises are leased will not terminate this lease unless lessor at its option terminates it by giving written notice of termination to the lessee. The effect of such condemnation, should such option not

be exercised, will terminate the lease as to the portion of the premises condemned, and leave it in effect as to the remainder of the premises. Lessee's rental for the remainder of the lease term shall in such case be reduced by the amount that the usefulness of the premises to it for such business purposes is reduced. All compensation awarded in the eminent domain proceeding as a result of such condemnation shall be lessor's. Lessee hereby assigns and transfers to lessor any claim it may have to compensation for damages as a result of such condemnation.

SECTION XXII

Attorney's Fees and Costs

The prevailing party in any litigation would be entitled to recover the court costs and attorney fees.

Executed on Dec. 19, 1991.

City of Wildwood, Florida

Attest:

By: Ed Wolf
Ed Wolf, Mayor-Commissioner

By: Joseph Jacobs
Joseph Jacobs, City Clerk

Executed on February 12, 1992.

MID-FLORIDA COMMUNITY SERVICES
_____, Lessee

By: Michael Georgina
Michael Georgina

3. NEW BUSINESS – ACTION REQUIRED

a. MINUTES

1. Minutes of Special Called Workshop Meeting held on June 5, 2012 (Attachments – Staff recommends approval)
2. Minutes of Regular Meeting held on June 11, 2012 (Attachments – Staff recommends approval)

b. ORDINANCES FIRST READING ONLY (READ ONLY – NO VOTE)

1. None

c. RESOLUTIONS FOR APPROVAL

1. **Resolution No. R2012-07** (*TABLED 5/14/12 & 6/11/12*) a Resolution Amending Chapters 4.3 and 5.1 of the City of Wildwood Personnel Rules (Attachments – Staff Recommends Approval)

d. APPOINTMENTS

1. None

e. CONTRACTS AND AGREEMENTS

1. Bruce Phillips' request for approval to enter into a 3 year lease agreement with Acton Mobile Industries for the lease of a 24' x 60' temporary office trailer for the Utility Department to be located at the WWTP site (Attachments – Staff Recommends Approval)
2. Request approval of the Contract Amendment between the Department of Corrections and the COW to renew the Parks & Recreation Inmate Work Squad contract for a period of one (1) year effective October 2, 2012; there are no increases to cost (Attachments – Staff Recommends Approval)
3. Turkey Run, LLC's Consent to Partial Assignment of ERCs Under Developer's Agreement; Turkey Run is requesting approval to assign 50 ERCs for water and 50 ERCs for wastewater from Turkey Run's reserved ERC's to Providence ILF (Attachments – Staff Recommends Approval)
4. Utility Agreement Between the COW and Providence ILF (Attachments – Staff Recommends Approval)

f. **FINANCIAL**

1. Bills for Approval (Attachments – Staff Recommends Approval)
2. Request for approval to purchase new Kyocera TA 6550CI Color Digital Imaging System with monthly maintenance contract from EGP, Inc. to replace aging City Hall administration B & W copier (Attachments & Folder in your – Staff Recommends Approval)

g. **GENERAL ITEMS FOR CONSIDERATION**

1. Request for a donation from the City to sponsor several underprivileged children and youth living in and around Sumter County to attend the Blue Moon Ranch Equestrian Summer Programs being run by Blue Moon Ranch and S.P.I.R.I.T. and L.O.V.E. Outreach Ministries (Attachments – Board Option)
2. Site Plan Approval for SP 1204-02 Police Tower Site Plan to co-locate an existing antenna, including a shelter building, generator, and gas storage tank on Parcel G07A001 (Attachments – Staff Recommends Approval)
3. Discussion/Board Option of Accepting Donation of the Historical Baker House and five-acres plus 20 foot easement between C-44A and SR 44; approval of the cost of a Title Search; approval for City Attorney to proceed with a Title Search and based on the findings, approval to draw up an Agreement (Attachments – Board Option)
4. Special Event request from God's Glory Ministries and Care for Kids, Inc. to use City property (a portion of the north end of the parking lot behind the Church/Theater building and the grass area) and for a Police escort for Care for Kids, Inc. 5K Walk-A-Thon on Saturday, July 7th, from 6:00-8:00 a.m.; this is a Fundraiser for their Annual Back to School Bash planned for August (Attachments – Board Option)
5. Discussion/Decision on paint and trim color choices for the exterior of the City Hall Annex Building (No Attachments – City Manager to address)

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA
SPECIAL CALLED WORKSHOP
JUNE 5, 2012 – 6:00 P.M.
CITY HALL COMMISSION CHAMBER

The City Commission of the City of Wildwood Florida met in Special Session, June 5, 2012 at 6:00 p.m.

Present were: Mayor Wolf, Commissioners Bivins, Clark, and Allen. Also present were: City Manager Cannon, City Clerk Jacobs, City Attorney Blair, Assistant City Clerk Roberts, Police Chief Reeser, Utilities Director Phillips, HRC Cox and AVT Law.

The meeting was called to Order and followed by an invocation and Pledge of Allegiance to the American Flag.

1. TIMED ITEMS AND PUBLIC HEARINGS

None

2. REPORTS AND PUBLIC INPUT/SPECIAL PRESENTATION(S)

- a. State of the Utilities Power Point Presentation – (Attachments on file) by Bruce Phillips, Utilities

UD Phillips introduced the Wastewater Division Head, Robert Valentich and the Water Division Head, Mark O'Dell.

Water Facilities

- In January SWFWMD amended the WUP, but the expiration date of July 29, 2013 was not changed.
- CR501 Water Plant issues include the plumbing failure that occurred October 24, 2010 resulting in 18" of water inside the building. Have a settlement coming from the insurance company for \$85,000. Electric control room does not meet current National Electric Code requirements for clear workspace in front of the panel. Electrical system is unreliable. Kimley-Horn is preparing contract documents for the repair of the flowing damage and to correct code issues. The facility presently uses gas chlorination, which is a safety issue for changing the cylinders and solution is to convert to hypochlorite. Facility does not have remote security. SCADA is out dated and not remotely accessible. Poor cellular service which requires a booster antenna for security and SCADA.
- Huey Street Plant issues: Does not have remote security, SCADA outdated and not remotely accessible. Office restroom is within the Wellhead Protection zone. Elevated water tank not equipped with Altitude Valve and was not inspected in 2007 when other tanks in system were.
- West Well Plant issues: Doesn't comply with wellhead protection, inspection in 2007 indicated that hydro-pneumatic tank needed second man-way to meet code, No SCADA for remote access, no security cameras, land owner sent demand letter to City Attorney equipment to be moved, but without west well I-75 interchange is on a dead end line.
- Okahumpka Service Plaza Plant issues: The facility, due to lack of maintenance, has reached end of serviceable life, inspection in 2007 noted aeration and ground

storage tank in very poor condition and recommended replacement, hydro-pneumatic also in poor condition and needed second man-way to meet code, no SCADA for remote access, no security cameras. City has been negotiating with Turnpike to take plant out of service, but agreement requires both parties to agree to abandonment, if facility is turned back to the Turnpike Authority it must be in "good" condition.

- Fairways' Plant issues: inoperable stand-by generator, gas chlorination facility, 2007 tank inspection reported the hydro-pneumatic tank in poor condition and in need of second man-way, system works on pressure switches, no SCADA for remote access, no security cameras.
- 214 Re-pump Station issues: originally constructed for a well site but is a booster station which requires one or more pumps to be operational to provide sufficient pressure for potable water and fire flow to the north City limits, has an aerator that is not required for a re-pump station because the treated water then requires rechlorination, SCADA system is proprietary and can be maintained only by one individual, system had no redundancy and is outdated, a mechanical control has been installed for redundancy, security cameras are not accessible from remote locations, production well could not be constructed as the location was within the supply influence of The Villages.
- Champagne Farms Wells issues: two wells presently capped and not in use, appear to meet the qualifications of an Alternate Water Source which was the intent of drilling into the Lower Floridan Aquifer. Commission approved to pursue the AWS designation and create a hydraulic model of the distribution and preliminary design.
- Distribution Facilities - additional elevated tanks should be considered.
- Metering and Billing system – of approximately 4163 metered accounts, 613 have "ride-by" technology, 1,598 will require upgrading to "ride-by" and 1,952 will require new meters. Reading meters require approximately 120 man-hours. Staff is looking into the cost to replace all meters with "ride-by" AMR meters and the investment based on greater efficiency and quick read time of less than 8 man-hours per month.
- The last rate study was in 1997. Connection and TIE fee rate study was in 05-06. There are a number of dead end water mains needing to be looped. All known valves have been located by GPS coordinates, however the west side of town is lacking in valves and staff is looking for locations to install valves, the west side of town some insufficient sized water mains for fire protection, some developments have privately maintained water mains and these should be separated from the City system by backflow prevention device and master meter, at least two cases where City installed meters on privately maintained lines, water distribution system will need to be upgraded in the corridor of CR462, and be relocated in the expansion of CR466A.

Wastewater Facilities

- Treatment Facilities: Current operating permit expires January 27, 2017. 3.55 MGD permit with most recent 3 month average daily flow at 1.552083 MGD and .447175 MGD capacity sold but not connected. Capacity analysis is required when Average Annual Daily Flow reaches 50% of the plants permitted capacity. It is currently at 43.72%. At this level it is a Category III Class C plant. When it reaches 50% FDEP will classify it as a Category III Class B plant requiring staffing 16 hours per day, 7

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days per week.

- Original plant upgraded approximately 20 years ago and expanded in 2007. Mechanical equipment starting to fail: Pumps, blowers, conveyers. Sludge press needs to be upgraded. Emergency by-pass needed at bar screen. Bar screen needs to be updated. Needs emergency by-pass at the Krueger filter. Need to be able to manually operate the Post Equalization Pump Station and the Reuse Pump Station if VFDs fail.
- Disposal facilities issues: gritty material settling out of the effluent on the lined pond bottom.
- Reuse agreements with The Villages Water Conservation Authority LLC and Rolling Hills Country Club (Brassboys Enterprises, Inc.)
- Collection and Transmission System issues: City's policy has been to not accept or construct gravity sewer mains and some lift stations. A number of E-1 Stations have been installed and manifold into the City's existing force mains and although the owners have been made aware they are to operate and maintain the stations, the City gets the call when a station fails and must respond to protect system against spillage. October 2011 there were three major lift stations operating as simplex stations but were permitted as duplex. Two pumps were replaced and the third station is off-line. Some stations have 20,000 to 40,000 hours of continuous operation. The 14" force main from the Prison has failed 8 times and the 14" size is no longer made and finding repair clamps and pipe is getting difficult. Prison lift station appears to be a significant factor in the force main failures in that the pumps cycle over 400 times per day creating "cyclic failure" in the PVC pipe. The Prison has been asked to review the size of its lift station wet well to reduce the number of starts and stops per hour thus reducing the changes of "cyclic failure". The Prison lift station had a failed bar screen allowing WWTP filters to clog. Does not recommend constructing a new WWTP near Landstone until the City is sure what will happen with Landstone, Wildwood Springs and Southern Oaks. Additional developments will require utilities from the City. Providence first phase will need the extension of an existing 4" main. The development of additional phases and other developments will require the construction of a new force main from the developments to the WWTP – estimated cost of \$1,000,000. Wastewater collection system will need to be upgraded in the CR462 expansion and will need to be relocated on CR466A.

Staffing costs for both water and wastewater could be reduced by an upgrade on the SCADA systems to the Electronic Control System.

Water and wastewater staff has done unbelievable jobs in keeping these systems up and operational through the years with lack of funding for maintenance. Future needs funding is going to be a major issue. City should have a 20-25% reserve fund for both water and wastewater for emergency and unforeseen issues. Staff has put together a 5-year Renew and Replace plan as well as a 5-year Capital Improvements Plan.

UD Phillips gave an invitation for all the Commissioners and Mayor to call and schedule a visit of the plant, one at a time.

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CA Blair thought that the permit and designation as an AWS of Champagne farms had been submitted to SWFWMD by the 2011 deadline, with the idea that it would be in place by the 2013 WUP expiration. UD Phillips indicated he has not found any correspondence.

CA Blair recommendation that BFA be contacted to find out what they completed. UD Phillips noted that on March 26, 2012 the Commission had approved amendment to Kimley-Horn contract for preliminary design, hydraulic model and to get the AWS designation.

CA Blair noted the attorney for the land owner where the west well is located has not responded to her and suggested the City not make contact until they do.

UD Phillips noted he would attend a Workshop on Thursday regarding SRF funding program. There will be another amendment to KHA contract on Monday in regard to funding and grants.

Mayor Wolf noted that past Wastewater Directors made request to the City Manager for the budget but the items never made it before the Commission. UD Phillips noted that of 21 items requested by the previous director last year and only 6 were in the budget and only 1 of those was fully funded. Mayor Wolf noted in fairness to the past City Managers money does have to be there to be able to fund the items.

UD Phillips noted that is why he is asking for rate studies. CM Cannon indicated that he and UD Phillips utilizing Kimley-Horn are looking for grants. The Model will help to prioritize what is needed. Mayor Wolf noted that the items need to be prioritized because other departments could come to the Commission indicating that they are just as far behind. UD Phillips the model will allow for new development to be plugged in to see what is needed for the developments. Mayor Wolf noted the real priority now is what is vertical and already out of the ground. CA Blair reminded that pressure issues were to be addressed in the Developers' Agreement so that they are responsible if the City's pressure does not meet the needed pressure. It may not be in the earlier DA's. Mayor Wolf stated the biggest problem he sees is that there were so many fingers and different individuals involved in the projects such as CR214. There were so many involved in that, and when it came to the Commission they had to operate on the information provided.

CM Cannon noted the Champagne Farm Wells being tied in is one of the most crucial items, because that may answer two or three questions when that is done. Need to let the experts take care of it. Mayor Wolf noted that the engineers need to design and tell us that it is going to work so that they are held responsible; we are not going to change the design.

UD Phillips noted that the next five years maintenance costs in water and wastewater will be high. With some of the things he has seen, it has been a blessing that development construction slowed down but it is getting ready to start up.

- b. City Manager - None
- c. City Attorney - None
- d. City Clerk - None
- e. Commission Members - None
- f. Public Forum (10 minute time limit) - None
- g. Notes and Reports - None

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June 5, 2012

3. NEW BUSINESS – ACTION REQUIRED
None

4. ADJOURN

Upon a motion by Commissioner Bivins, second by Commissioner Allen the meeting was adjourned.

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

S E A L

ATTEST: _____
Joseph Jacobs, City Clerk

Ed Wolf, Mayor

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA
REGULAR MEETING
CITY HALL COMMISSION CHAMBER
JUNE 11, 2012 – 7:00 P.M.

The City Commission of the City of Wildwood Florida met in Regular Session, June 11, 2012 at 7:00 p.m.

Present were: Mayor Wolf, Commissioners Bivins, Clark, and Allen. Also present were: City Manager Cannon, City Clerk Jacobs, City Attorney Blair, Assistant City Clerk Roberts, Police Chief Reeser, Development Services Director Peavy, and AVT Law.

The meeting was called to Order followed by an invocation and Pledge of Allegiance to the American Flag.

1. TIMED ITEMS AND PUBLIC HEARINGS

a. 7:00 p.m. – Public Hearing – 2nd Final Reading – 2012 Comprehensive Plan Amendments for Final Adoption and Transmittal: Ordinance No. O2012-13, an ordinance modifying the Five-Year Capital Improvement Schedule of the Capital Improvements Element of the Comprehensive Plan (Attachments on file – Staff Recommends Approval)

DSD Peavy was sworn in.

Ordinance No. O2012-13 was read by title only and the floor opened for Public comments. No comments received.

Motion by Commissioner Bivins, second by Commissioner Allen to adopt Ordinance No. O2012-13: AN ORDINANCE OF THE CITY OF WILDWOOD FLORIDA; MODIFYING THE 5-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS OF THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN AS REQUIRED BY SECTION 163.3177(3)(b), FLORIDA STATUTES; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE: on second final reading. Motion carried by unanimous vote.

b. 7:00 p.m. – Public Hearing – 2nd Final Reading – 2012 Comprehensive Plan Amendments for Final Adoption and Transmittal: Ordinance No. O2012-14, an ordinance proposing a Large Scale Future Land Use Map Amendment to the adopted Local Comprehensive Plan and Future Land Use Map in accordance with the Community Planning Act of 2011 (Attachments on file – Staff Recommends Approval)

Ordinance No. O2012-14 was read by title only and the floor opened for Public comments. No comments received.

Motion by Commissioner Allen, second by Commissioner Bivins to adopt Ordinance No. O2012-14: AN ORDINANCE OF THE CITY OF WILDWOOD FLORIDA; PROPOSING A LARGE SCALE FUTURE LAND USE MAP AMENDMENT TO THE ADOPTED LOCAL COMPREHENSIVE PLAN AND FUTURE LAND USE MAP IN ACCORDANCE WITH THE COMMUNITY PLANNING ACT OF 2011, AS AMENDED; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE: on second final reading. Motion carried by unanimous vote.

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c. 7:00 p.m. – Public Hearing – 2nd Final Reading – 2012 Comprehensive Plan Amendments for Final Adoption and Transmittal: Ordinance No. O2012-15, an ordinance proposing text amendments to the Future Land Use, Transportation, Intergovernmental Coordination, Capital Improvements, and Public Schools Facilities Elements of the Adopted Local Comprehensive Plan in accordance with the Community Planning Act of 2011 (Attachments on file – Staff Recommends Approval)

Ordinance No. O2012-15 was read by title only and the floor opened for Public comments. No comments received.

DSD Peavy – under DCA the City had a Large Scale Comprehensive Plan amendment and was adopted with policies and restrictions as required, and these changes are in line with making Wildwood more development friendly. Under the new Department of Economic Opportunity (DOE) the changes were possible. Eliminated Concurrency to fall in line with the County and updated the Public School Facilities element. Additional major changes were the elimination of the 70% rule for development of property and changes to mixed use categories to encourage rather than require certain things of developers.

Motion by Commissioner Bivins, second by Commissioner Clark to adopt Ordinance No. 2012-15: AN ORDINANCE OF THE CITY OF WILDWOOD FLORIDA; PROPOSING TEXT AMENDMENTS TO THE FUTURE LAND USE ELEMENT, TRANSPORTATION ELEMENT, INTERGOVERNMENTAL COORDINATION ELEMENT, CAPITAL IMPROVEMENTS ELEMENT, AND PUBLIC SCHOOLS FACILITIES ELEMENT OF THE ADOPTED LOCAL COMPREHENSIVE PLAN IN ACCORDANCE WITH THE COMMUNITY PLANNING ACT OF 2011, PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE: on second final reading. Motion carried by unanimous vote.

d. 7:00 p.m. – Public Hearing – First Reading – Ordinance No. O2012-18, an ordinance amending the adopted Interlocal Service Boundary and Joint Planning Agreement (ISB/JPA) Planning Services Sub-Agreement with Sumter County to reflect current planning conditions and to update the ISB Map and JPA Future Land Use Map to be consistent with the pending Comprehensive Plan Amendment (Attachments on file – Staff Recommends Approval)

DSD Peavy, no Public Hearing is required, but there is an agreement to amend the ISB and JPA with Sumter County and their Commission has already been approved. Mayor Wolf noted this is what the City has been waiting on for over a year which should make development easier in the area designated in the agreement. DSD Peavy noted this agreement has to be approved by the State and a joint Land Use Map has to be adopted. City will be able to annex areas to fill in the jagged areas of the City and properties in the agreement will be required to adhere to the Design Standards of the City. Does not expect any comments from the State review.

Ordinance No. O2012-18 was read by title only. No action necessary.

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e. 7:00 p.m. – Public Hearing – Final Plat Approval of Parcel D08-046, the Leatherman Subdivision containing three (3) lots without shared infrastructure based upon the favorable recommendation by the Special Magistrate subject to approval, exemption, or permitting by all agencies of competent jurisdiction (Attachments on file – Staff Recommends Approval)

DSD Peavy indicated this does not require a public hearing. It is a simple plat splitting parcel into three lots.

Motion by Commissioner Allen, second by Commissioner Clark to approve the Final Plat Approval of Parcel D08-046, the Leatherman Subdivision containing three (3) lots without shared infrastructure based upon the favorable recommendation by the Special Magistrate subject to approval, exemption, or permitting by all agencies of competent jurisdiction. Motion carried by unanimous vote.

*Ouasi Judicial Hearing

2. REPORTS AND PUBLIC INPUT / SPECIAL PRESENTATION(S)

a. Proclamation – Request from Florida Water & Pollution Control Operators Association to proclaim the Week of August 13 – 17, 2012, as *Florida Water Professionals Week* (Attachments – Staff Recommends Approval)

Motion by Commissioner Bivins, second by Commissioner Clark to adopt the Proclamation, Proclaiming the Week of August 13 – 17, 2012, as *Florida Water Professionals Week*. Motion carried by unanimous vote.

b. City Manager

(1) Budget Comparison Report for the month of May, 2012 (8th month of FY\ 11/12 (Attachment)

Data from CC Jacobs indicates that we should be at 67% of the budget the General Fund Revenues are 67.18% and Expenditures are 57.86%. Enterprise Fund Revenues are 66.15% and Expenditures are 56.87%.

Would like to schedule first budget workshop in July 16 and second budget workshop on August 20 with beginning time of 9:00 a.m. for each.

Mayor Wolf requested the information be sent to each Commissioner.

c. City Attorney

(1) Proposed Progress Energy Easement on RIB site. CA Blair noted that the Commission previously approved an Easement which she drafted after receiving a draft from Progress Energy. Theirs was not clear in some sections. After Commission approval the Easement was sent to Progress Energy. A response was received by the City Attorney indicating they did not approve of the Commission approved easement. Progress Energy again sent an Easement

agreement and the City Attorney made a change and returned it to them for review. The response was that they would not accept anything other than the easement they had sent the City. CA Blair noted the problem is that AT&T has a lease on the property but has no power to the tower. Discussion included route of easement and whether line would be underground or overhead. It was determined the route shown would be the best and the lines would be overhead to prevent disturbance of the RIB berm.

Motion by Commissioner Allen, second by Commissioner Clark to accept the Progress Energy drafted Easement Agreement. Motion carried by unanimous vote.

- d. City Clerk – passed out Qualifying information from the Supervisor of Election. City election candidates: Seat #3 Robby Strickland and Jay Turner. Seat #5 Julian A. Green.
- e. Commission Members – None
- f. Public Forum (10 minute time limit) – None
- g. Notes and Reports
 - (1) FYI – Wildwood Springs Community Development District – Proposed Budget for Fiscal Year 2013 & Public Hearing scheduled for 8/16/12 @1PM at the Wildwood Community Center (Attachment)
 - (2) FYI – Growers’ Market Summer Hours (Attachment)
 - (3) FYI – Letter and photos to WMHS regarding this year’s Prom to address damages, alterations and other issues at the Wildwood Community Center building and surrounding grounds (Attachments-Jenny Hudson)
 - (4) FYI – Florida Dept. of Corrections (invitation to) series of Town Hall meetings: “Partnering for Fewer Crimes, Less Victims and Safer Communities” (Attachments)
 - (5) FYI – Status Update on what constitutes a “Change of Use” (from May 14, 2012 Agenda) under the Code of Ordinances of the City of Wildwood; Staff is still researching definitions and procedures used by neighboring jurisdictions in order to bring back a recommendation for a definition and procedure for the Commission’s consideration at the next regular meeting (Attachment)

3. NEW BUSINESS – ACTION REQUIRED

- a. MINUTES
 - (1) Minutes of Regular Meeting held on May 14, 2012 (Attachments – Staff recommends approval)

Motion by Commissioner Allen, second by Commissioner Bivins to approve the Minutes of Regular Meeting held on May 14, 2012. Motion carried by unanimous vote.

- b. ORDINANCES FIRST READING ONLY (READ ONLY – NO VOTE)
 - (1) Ordinance No. O2012-19; an ordinance approving the rezoning of Parcel G07A001 from C-1 (Commercial) to CIPD (Commercial/Industrial Planned

Development) for the Police Communications Tower Site to bring the use of the property into compliance with the current Land Development Regulations based upon a favorable recommendation by the P&Z Board/Special Magistrate (Attachments)

Ordinance O2012-19 was introduced and read by title only on first reading.

(2) Ordinance No. O2012-20; Establishing the Brownwood Community Development District, the legal description of its boundaries and the initial five members of the board and the grant of special powers requested, which includes recreational powers, security powers and mosquito control powers. The CDD is comprised of approximately 239.8± acres within the City of Wildwood (Attachments)

Ordinance O2012-20 was introduced and read by title only on first reading.

(3) Ordinance No. O2012-21; an ordinance rezoning 301/466 LLC Property; Parcel Numbers D18=069, D18=040, D18=064, D18=041, D18=067 and D18=068 containing 222 acres ± generally located to the NW of US 301 and CR 214, from Neighborhood Mixed Use-7 (NMU-7) to Low Density Residential (R-1) to bring the property into compliance with the Future Land Use Map of the Comprehensive Plan and based upon a favorable recommendation by the P&Z Board/Special Magistrate (Attachments)

Ordinance O2012-21 was introduced and read by title only on first reading.

c. RESOLUTIONS FOR APPROVAL

(1) Resolution No. R2012-07 (*TABLED 5/14/12 FOR FULL COMMISSION*) a Resolution Amending Chapters 4.3 and 5.1 of the City of Wildwood Personnel Rules (Attachments – Staff Recommends Approval)

CM Cannon noted the 10% in Section 5.1 was to be “up to 10%).

Motion by Commissioner Clark, second by Commissioner Bivins that Resolution No. R2012-07 be tabled until correction is made. Motion carried by unanimous vote.

d. APPOINTMENTS
None

e. CONTRACTS AND AGREEMENTS

(1) Review/approval requested of the FDOT State Highway Lighting, Maintenance, and Compensation Agreement Work Order for FY2012-13 (Attachments – Staff Recommends Approval)

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Motion by Commissioner Allen, second by Commissioner Bivins to approve the FDOT State Highway Lighting, Maintenance, and Compensation Agreement Work Order for FY2012-13. Motion carried by unanimous vote.

(2) Review Carr, Riggs & Ingram, CPAs and Advisors proposal to continue providing audit services for the basic financial statements of the City for the years ending September 30, 2012, 2013 and 2014 (Attachments – Board Option)

Mayor Wolf noted it may be a good idea to change auditors occasionally.

Motion by Commissioner Bivins, second by Commissioner Allen to approve the Carr, Riggs & Ingram, CPAs and Advisors proposal to continue providing audit services for the basic financial statements of the City for the years ending September 30, 2012, 2013 and 2014. Motion carried by unanimous vote.

(3) Contract for Grant Feasibility Services between the City of Wildwood and Andy Easton & Associates to study the feasibility of using state/federal grants to fund public infrastructure that will serve a proposed ALF site to be located on the Word Family Trust Property; fee shall be a lump sum of \$2,500 (Attachments – Staff Recommends Approval)

Mayor Wolf noted that Jerry Glassman is the contact for the LLC, and someone needs to be sure he is aware he will be paying the \$2,500. CA Blair noted the Contract has already been approved and needs no action.

(4) Review/approval of Settlement Agreement Between the COW and Parkwood-Sumter Properties, Inc. and requiring execution of an Addendum to Developer's Agreement (Attachments – Staff Recommends Approval)

Mayor Wolf reminded this was the development that had designed for a number of connections and then changed to larger lots which gave them credits. It needs to be watched to be sure it is not changed again.

Motion by Commissioner Clark, second by Commissioner Bivins to approve the Settlement Agreement Between the COW and Parkwood-Sumter Properties, Inc. Motion carried by unanimous vote.

(5) Review/approval of Addendum to Developer's Agreement Between the COW and Parkwood Sumter Properties, Inc. (Attachments – Staff Recommends Approval)

CA Blair indicated this is the addendum to the DA of Parkwood Sumter Properties which changes the number of lots and requires a check in the amount of \$19,125 for refund.

Motion by Commissioner Clark, second by Commissioner Allen to execute Addendum to Developer's Agreement Between the COW and Parkwood Sumter Properties, Inc. and process check. Motion carried by unanimous vote.

f. FINANCIAL

(1) Bills for Approval (Attachments – Staff Recommends Approval)

Motion by Commissioner Bivins, second by Commissioner Allen to pay the bills. Motion carried by unanimous vote.

(2) Request approval to purchase training equipment for the police department (Chief Reeser to Address) (Attachments – Staff Recommends Approval)

Motion by Commissioner Clark, second by Commissioner Bivins to approve purchase out of Law Enforcement Trust Fund. Motion carried by unanimous vote.

(3) Request approval to purchase budgeted Capital Improvement Items for the police department (Chief Reeser to Address) (Attachment – Staff Recommends Approval)

Motion by Commissioner Clark, second by Commissioner Bivins to approve purchase of the budgeted Capital Improvement Items for the police department as outlined. Motion carried by unanimous vote.

(4) Request approval to purchase two new 2013 Ford Interceptor packaged patrol cars for the police department (Chief Reeser to Address) (Attachments – Staff Recommends Approval)

Motion by Commissioner Allen, second by Commissioner Clark to approve purchase of two new 2013 Ford Interceptor packaged patrol cars for the police department from Police Impact fees. Motion carried by unanimous vote.

(5) Request approval of CSX Utility Relocation Change Order No. 2, a decrease of \$1,490 to the contract amount (Dave Grimm to Address) (Attachments – Staff Recommends Approval)

Motion by Commissioner Bivins, second by Commissioner Allen to approve CSX Utility Relocation Change Order No. 2, a decrease of \$1,490 to the contract amount. Motion approve by unanimous vote.

(6) Request approval of the low quote received from Don Ellis Painting and Pressure Cleaning in the amount of \$2,379 for City Hall Annex Improvements – Exterior Painting & Repair (Dave Grimm to Address) (Attachments – Staff Recommends Approval)

(7) Request approval of the low quote received from Ro-Mac Supply in the amount of \$3,883.91 for City Hall Annex Improvements to remove and replace the rear steel security doors (Dave Grimm to Address) (Attachments – Staff Recommends Approval)

(8) Request approval of the low quote received from Lake Glass and Mirror in the amount of \$3,375 for City Hall Annex Improvements to replace the front entrance (Dave Grimm to Address) (Attachments – Staff Recommends Approval)

SP Grimm noted that the above three items were budgeted together as improvements to the Annex exterior. Also noted there was the possibility of an additional \$600 charge on the front entrance if an engineering plan was required. Worked with Bradley Arnold and the County will not require the plan.

Motion by Commissioner Clark, second by Commissioner Bivins to accept the low quotes for item (6), (7), and (8) as recommended. Motion carried by unanimous vote.

(9) Request acceptance of the quote from BB&T Bank for a three-year financing term at 1.79% for the purchase of four (4) Ford pickup trucks for the Water and Wastewater Departments and authorization to proceed with the closing process (Attachments – Staff Recommends Approval)

Mayor Wolf questioned if these should take priority over the things reviewed at the June 5 meeting, some of which could be a liability to the City. UD Phillips indicated the vehicles are budgeted items. Those critical items will be in next year's budget and one of the trucks being replaced has had five transmissions and four rear-ends put in it. Mayor Wolf noted that at this interest rate the City should borrow more money. UD Phillips noted item 11 will address that, and Florida Rural Water will provide GAP money at less than 1%. If the City got an SRF Loan but needed to pay the bills and then ask for payment from SRF, the FRW would provide that GAP money.

Motion by Commissioner Bivins, second by Commissioner Clark to accept the low quote from BB&T Bank for a three-year financing term at 1.79% for the purchase of four (4) Ford pickup trucks for the Water and Wastewater Departments and authorization to proceed with the closing process. Motion carried by unanimous vote.

(10) Request approval of Kimley-Horn and Associates, Inc. Individual Project Order (IPO) No. 15 in the amount of \$47,500 for architectural, electrical, and civil engineering services required to make repairs at the City's CR 501 (Prison) Water Treatment Plant necessitated by flooding which occurred on Oct. 24, 2010. Funding will be from the insurance settlement (Attachments – Staff Recommends Approval)

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UD Phillips noted that the construction may be in next year's budget. May be part of the funding being sought.

Motion by Commissioner Allen, second by Commissioner Clark to approve the Kimley-Horn and Associates, Inc. Individual Project Order (IPO) No. 15 in the amount of \$47,500 for architectural, electrical, and civil engineering services required to make repairs at the City's CR 501. Motion carried by unanimous vote.

(11) Request approval of Kimley-Horn and Associates, Inc. Individual Project Order (IPO) No. 17 to provide a Funding Analysis to identify funding resources (grants, loans, etc.) that will provide Mechanisms to fund needed capital improvement projects within the City limits; and as an Associate Consultant, Angie Brewer & Associates, Inc. will provide and submit a funding analysis described in the Scope of Services. Compensation shall be at an hourly fee not to exceed \$10,000 (Attachments – Staff Recommends Approval)

Motion by Commissioner Bivins, second by Commissioner Allen to approve IPO No. 17 to provide a Funding Analysis to identify funding resources (grants, loans, etc.) that will provide Mechanisms to fund needed capital improvement projects within the City limits; and as an Associate Consultant, Angie Brewer & Associates, Inc. will provide and submit a funding analysis described in the Scope of Services. Motion carried by unanimous vote.

(12) Request approval of Kimley-Horn and Associates, Inc. Individual Project Order (IPO) No. 18 to provide a Preliminary Engineering Report addressing needed off-site utility system improvements to the Word Property. Compensation shall be at an hourly fee not to exceed \$3,500 (Attachments – Staff Recommends Approval)

Per CA Blair this item was previously approved along with other Documents from Andy Easton.

g. GENERAL ITEMS FOR CONSIDERATION

(1) Adoption of the City of Wildwood Section 504 Compliance Policy, Evaluation Plan, Transition Plan and Grievance/Complaint Procedures as required by DEO for the CDBG programs and projects. (Attachments – Dave Grimm to present - Staff Recommends Adoption)

Motion by Commissioner Clark, second by Commissioner Bivins to adopt the City of Wildwood Section 504 Compliance Policy, Evaluation Plan, Transition Plan and Grievance/Complaint Procedures as required by DEO for the CDBG programs and projects. Motion carried by unanimous vote.

(2) Discussion regarding recent vandalism and damages at MLK Park and request for direction on any actions to be taken by staff (Attachments – Jenny Hudson to Address)

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P&R Coordinator Hudson – since coming on staff vandalism at MLK Park seems to have increased. Doesn't know the past history. Memorial Day weekend the dead bolt lock was ripped out of the Women's Restroom. Staff saw two individuals running from the restroom and Wildwood PD was called and a police report generated. There was a water fountain between the two restrooms but it was removed by previous P&R Coordinator because it was being ripped out quite frequently. Pipes coming from buildings are now being damaged and water sprays out, and could continue to run if staff didn't notice it. Does not feel the water fountain should be replaced at this time. A hasp and lock was placed on the Women's restroom the Memorial weekend and that has also been ripped from the building. Graffiti on the walls is done frequently and has to be repainted and it is obscene images. Toilet paper was strewn over the restrooms and outside. A Parks and Recreation Board meeting was held last week and this was brought to their attention and Board member Joe Foster was shocked and has taken upon himself to notify Pastors Tony Jones and Curtis Carter to speak with their congregations and ask that they come together as a Community to stop the problems at the park. He asked for a one month notice if any action will be taken place at the park. Joe Foster to report back. Recommends facility be kept locked. Possibly Camera.

Mayor Wolf noted that P&RC Hudson has taken the right steps in notifying the Board Members because there are members that are concerned about that park. Probably two or three children doing this.

Commissioner Allen noted that the County has a person living at the parks and this may have to be considered for the City Parks.

Commissioner Bivins noted that while school was in there were kids playing basketball every evening and that probably deterred the vandalism.

P&RC Hudson noted that the door will probably have to be replaced because the deadbolt purchased is too small. Commissioner Clark suggested Romac's in Leesburg for the larger deadbolt and it be a double key deadbolt.

PR&C Hudson noted that letter was sent to the Wildwood Middle High School regarding damage and changes they made in the Community Center. Mayor Wolf asked that the letter be sent to the School Board and that Ms. Ebey not be allowed to be involved with the Prom in the future.

PR&C Hudson stated that their deposit had to be refunded because when she received email from Ms. Ebey it stated that the kids had a great time. PR&C Hudson responded that is great but I don't know how much if any money will be reimbursed to the school because of the severity of the damages and what happened. Ms. Ebey replied then why did I sign off that the building was fine, and that is what the paperwork indicated. City error was that the damage was not documented by the facility person on hand. There may be changes to the rules needed to address the time that the staff person must be present.

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Mayor Wolf suggested not rent to them again. Commissioner Bivins pointed out this is one class. Mayor Wolf noted that the City should not deal with Ms. Ebey again.

4. ADJOURN:

Upon a motion by Commissioner Allen, second by Commissioner Bivins the meeting was adjourned.

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

S E A L

ATTEST: _____
Joseph Jacobs, City Clerk

Ed Wolf, Mayor

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

**SUBJECT: RESOLUTION R2012-07 – Amending Personnel Policies and Procedures
CHAPTER IV Recruitment and Hiring of Employees and
CHAPTER V CLASSIFICATION PLAN**

REQUESTED ACTION: _____

06/25/12

Work Session (Report Only)

DATE OF MEETING:

~~06/11/12~~ Tabled 6/11/12 for wording revisions
~~05/14/12~~

Tabled 5/14/12 for full Commission

Regular Meeting

Special Meeting

CONTRACT:

N/A

Vendor/Entity: _____

Effective Date: _____

Termination Date: _____

Managing Division / Dept: _____

BUDGET IMPACT:

Up to 10% potentially (Policy 5.1.D.5.a)

Annual

FUNDING SOURCE: _____

Capital

EXPENDITURE ACCOUNT: _____

N/A

HISTORY/FACTS/ISSUES:

Upon Review of Chapter IV of the Personnel Policies and Procedures, it has been determined that the manner in which the City advertises for vacancies needs to be revised to accommodate the practice of promoting or transferring an existing employee without advertisement. Should the City have a current employee that qualifies for said position, the City Manager should have authorization to utilize internal promoting or transferring of any existing employee from one department to another without the need to advertise. Should there not be any current employees qualified for said position, current guidelines for advertisement would be adhered to.

Upon Review of Chapter V of the Personnel Policies and Procedures, it has been determined that there needs to be a more specific section added back into the Policy which pertains to additional duties that may fall upon an employee due to the fact that the Dept. Head is out for an extended period of time. Prior to 2009, a temporary pay adjustment was allowed for such a purpose and to date has still been used on occasion with no actual policy in place. This Resolution R2012-07 would allow the City Manager to have the discretion to approve such a stipend for a temporary period of time only if the specific criteria described therein was present.

Both of the above items were presented to the City Attorney for review.

RESOLUTION NO. R2012-07

A RESOLUTION OF THE CITY OF WILDWOOD, FLORIDA;
AMENDING CHAPTERS 4.3 AND 5.1 OF THE CITY OF
WILDWOOD PERSONNEL RULES; AND PROVIDING FOR
AN EFFECTIVE DATE.

Be it resolved:

SECTION 1. Chapter 4.3 City of Wildwood Personnel Rules is hereby amended as follows [cross-throughs (-) indicate deletions and underlines () indicate additions]:

Policy 4.3. RECRUITING.

- A. SUBJECT: Employee recruitment.
- B. PURPOSE: To provide a uniform procedure for recruitment of the City's employees.
- C. POLICY. A uniform procedure for the recruitment of City employees will promote fairness in employee hiring practices.
- D. PROCEDURE.
 - 1. A need for recruitment of employees arises when any of the following occurs:
 - a. A vacancy in a classified position exists and it is determined that it will be filled. Wherever a vacancy is to be filled, the department head under whose authority the position falls shall notify the City Manager of the need and shall indicate the class of the position.
 - b. A new position is proposed by the City Manager and approved by the City Commission.
 - c. Temporary help is necessary because of seasonal or other employment needs as set by the City Manager.

In all of the above situations the Personnel Office will be notified by the City Manager of the need to fill the position. If there is an existing employee who meets the requirements of the position and the employee wishes to transfer to the open position, the City Manager has the discretion to transfer the employee to the open position without the need for advertisement. If there is no qualified employee that the City Manager determines should be transferred to the open position, then the City Manager shall direct the Personnel Office to

~~advertise the position and accept applications. advertise the position and to accept applications.~~

2. A vacancy in a classified position must be filled by appointment of a probationary or temporary employee.
3. All appointments to City service shall be made according to merit and fitness. Merit and fitness may be ascertained by examination which shall be prepared by or under the direction of the City Manager. Examinations shall relate to these matters that will test fairly the capacity and fitness of the candidates to discharge efficiently the duties of the position for which the examinations are held. Examinations may include written, oral, physical or any other qualifications or attributes which, in the judgment of the City Manager, enter into the determination of the relative fitness of the applicant.
4. Recruitment may occur by:
 - a. Insofar as it is practicable, vacancies in higher positions may be filled by promotion from lower classes.
 - b. The City will advertise regular part-time and full-time vacant positions on the City website. If insufficient application result from placement on the website, then the City will advertise in the local newspaper or such other publication as the City Manager deems appropriate. The City will also post any notice of vacancies in the City Hall
 - c. A position may be filled by transferring an employee from another position of the same class or similar class with essentially the same basic qualifications and having the same maximum salary. Transfers must be approved by both department heads concerned and the City Manager.
 - d. Discrimination against any person in recruitment, examination, appointment, training, promotion, or any other personnel action because of political or religious opinion or affiliation or because of race, sex, national origin, age, physical handicap, or any other non-merit factor is prohibited.
5. In determining successful candidates for any classified position, due consideration shall be given to such factors as education, training, experience, aptitude, knowledge, character, skills, abilities, physical fitness, references or other factors which may enter into the determination of the relative fitness of the applicant. It shall be the policy of the City to comply with the requirements of Chapter 295 of the Florida Statutes in considering the employment of Veterans.

6. No application will be accepted unless a Vacancy has been posted by the Personnel Office upon approval of the City Manager.

SECTION 2. Chapter 5.1 City of Wildwood Personnel Rules is hereby amended as follows [cross-throughs (-) indicate deletions and underlines () indicate additions]:

Policy 5.1. CLASSIFICATION PLAN.

- A. SUBJECT. Inventory of employee positions.
- B. PURPOSE. The classification plan provides a complete inventory of all positions in the city service as well as accurate descriptions for each class of employment. The plan standardizes titles, each of which is indicative of a range of duties and responsibilities and has the same meaning throughout the classified service.
- C. POLICY. It is the policy of the City to clarify the duties and responsibilities of the City employee through use of a classification plan. The classification plan consists of:
- a. A grouping into classes of positions which are or approximately equal difficulty and responsibility, which require the same general qualifications and which can be equitably compensated for within the same pay range under similar working conditions.
 - b. A class title, descriptive of the work of the class, which shall identify each class.
 - c. The classification plan may be coordinated with or overlay the compensation plan.
- D. PROCEDURES.
- 1. Class Title - Class title shall be used in all official city records. No person shall be appointed to, or employed in a position in the classified service under a title not included in the classification plan.
 - 2. Uses of the Classification Plan
 - a. In determining lines of promotion and in developing an employee training program
 - b. In determining salaries which are the commission's goal to pay for various types of work.
 - c. In preparing announcements for examination.
 - d. As a guide in preparing examinations which will measure the

- qualifications needed to perform the work of the class.
- e. In determining personal service budget items.
 - f. In providing uniform job terminology which is understandable by City officials, employees, and general public.
3. Maintenance of the Classification Plan - The City Manager is charged with the responsibility for the proper and continuous maintenance of the classification plan so that it will reflect on a current basis the duties being performed by each employee in the city service. The administration staff shall recommend to the City Manager any necessary amendments to the plan in the form of new classes and the abolishment of classes no longer required in the plan. Re-allocations of positions within the approved classification plan shall be made as follows:
- a. The City Manager shall make or cause to have made a study of each new position as it is created, and on the basis of the study, place the position into the appropriate class within the classification plan.
 - b. Changes in the duties and responsibilities of a position involving either the addition of new assignments or the taking away or modifying or existing assignments shall be reported to the City Manager by department heads. If these are determined to be permanent, or more than minor changes which justify the re-allocation to a different classification, the City Manager shall place such position in its appropriate class.
 - c. The City Manager shall periodically cause to have reviewed the classification of positions, and upon the basis of investigation make appropriate changes in the allocations to the classification plan.
 - d. An employee affected by the allocation or re-allocation of a position in the classification plan shall be afforded a reasonable opportunity to be heard by the City Manager after filing a written request. The City Manager, after hearing the facts of the case, shall render his decision and such decision will be reported to the employee and to the department head in writing.
4. The position description does not constitute an employment agreement between the City and employee and is subject to change as the needs of the City and the requirements of the job change.
5. The City Manager has the discretion to approve placement of an employee in a temporary position as a department head if a department head is absent for a period of four weeks or longer and the department head's absence requires that employee to assume supervisory or other responsibilities that are those of the absent

department head. The City Manager may designate such employee as an acting department head as follows:

- a. In the City Manager's sole discretion the employee may receive a stipend of up to 10% of his or her pay grade for the period of the department head's absence.
- b. The funds to allow such payment must be available in the budget.
- c. The City Manager makes a determination that it is appropriate to temporarily fill the department head's position.

SECTION 3. This resolution shall become effective from the date it is passed by the City Commission of the City of Wildwood, Florida.

____ PASSED AND RESOLVED this ____ day of _____, 2012, by the City Commission of the City of Wildwood, Florida.

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

(SEAL)

ATTEST: _____
Joseph Jacobs, City Clerk

Ed Wolf, Mayor

ords/reso#3

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CITY OF WILDWOOD

CITY COMMISSION REPORT Commission Meeting Date: June 25, 2012

Subject: Utility Department Temporary Office

Submitted By: Bruce H. Phillips, PE, PLS, Utility Director

Department: Utility Department

Staff Recommendation (Motion Ready): Recommend approval to enter into a 3 year lease agreement with Acton Mobile Industries for the lease of a 24' x 60' temporary office trailer.

BACKGROUND: At the May 14, 2012 regular Commission meeting, the Commission approved a request to enter into a lease with Pac-Van at a cost of \$8,850 for the first year and \$6,000/ year thereafter.

Acton Mobile Industries was the second best price with a three year lease;

- First year's cost
 - Delivery & Setup \$2,355
 - Skirting \$2,100
 - Monthly Rental \$7,203.24 ((\$561+\$39.27)x12 months)
- 2nd year cost \$6,602.97 ((\$561+\$39.27)x11 months)
- 3rd year cost \$7,179.24 ((\$561+\$39.27)x12 months)
- **Total** **\$25,440.55**

The 18th month is free with a 36 month lease.

FINDING, CONCLUSIONS AND RECOMMENDATIONS:

FINDINGS: Pac-Van has since indicated they do not have a unit that fits our needs. Pac-Van's 3-year lease cost was \$20,850.00. The Pac-Van proposal did not include skirting.

CONCLUSIONS: Acton Mobile Industries was the number two bidder.

LEGAL REVIEW: Pending

- RECOMMENDATIONS:** Commission approval of the 3-year lease with Acton Mobile Industries.
- FISCAL IMPACT:** The FY 11/12 budget will be impacted approximately \$6,255.81. Funding will be from account no. 0401-0033-0533-0310, Facility Upgrades with an unencumbered balance of \$22,653.47 as of May 31, 2012.
- ALTERNATIVES:** Re-bid
- SUPPORT MATERIAL:** Copy of 3-year lease
- POLICY IMPACT:** Consistent with Commission's direction to consolidate the Water Department and the Wastewater Department into a Utility Department.



800-251-1600

Rings to the Branch Nearest You
www.actonmobile.com

ALABAMA - FLORIDA - GEORGIA - ILLINOIS - KENTUCKY
NORTH CAROLINA - OKLAHOMA - PENNSYLVANIA
SOUTH CAROLINA - TENNESSEE - TEXAS - VIRGINIA

Branch Address:
Acton Mobile Industries
707 W Taft-Vineland Road
Orlando, FL 32824
Phone: 407-674-7881
Fax: 407-674-7882

Friday, June 15, 2012

Lease Quote and Agreement

Billing Address:

CITY OF WILDWOOD
100 N MAIN STREET
WILDWOOD, FL 34785
Phone: (352) 330 1330 / Fax: (352) 330 1338
Cell: - -

Shipping Address:

CITY OF WILDWOOD
1290 INDUSTRIAL DRIVE
WILDWOOD, FL 34785
Phone: (352) 330 1330 / Fax: (352) 330 1338
Cell: - -

Quote #	Rev	Quote Type	Model	Bldg Size	Lease Term	Mo. Rate*	Sale Price	Serial #
QUO-128146-L6H8Q0	1	USEDLEASE	MS2460	24 x 56	36 Mo.	\$561.00		

Initial / One-Time Charges			
Description	Qty	Sale Price	Total
Delivery Freight	2	\$190.00	\$380.00
Set-up	1	\$1,975.00	\$1,975.00
Tie Down	1	\$0.00	\$0.00
Total Initial / One-Time			\$2,355.00

Recurring Charges			
Description	Qty	Sale Price	Total
24x60 Double-wide	1	\$561.00	\$561.00
Total Recurring			\$561.00

Estimated Final Charges			
Description	Qty	Sale Price	Total
Knockdown	1	\$1,125.00	\$1,125.00
Return Freight	2	\$190.00	\$380.00
Final Charges will be billed to Customer at the current rate in effect at the time Equipment is returned to ACTON.			

Surcharges & Fees	
Description	Total
Estimated Fuel Delivery	\$47.88
Fuel Return	TBD
Monthly Personal Prop / Fee Surcharge	\$39.27

First Invoice Amount
\$2,916.00
Equipment Replacement Value For Insurance:
\$43,730.00
Plus Applicable Sales & Use Tax Surcharges & Fees

Notes: THIS IS A USED MOBILE OFFICE MEETS FLA "DCA" BUSINESS OCCUPANCY AND WE SET TO A CERTIFIED PRINT TO MEET 110 MPH WIND ZONE.
SKIRTING BASED ON VINYL AT A MAX. HEIGHT OF 36"
CUSTOMER TO BUILD THEIR OWN WOODEN RAMP AND STEPS

Optional Items not included in Quote					
Initials	Description	Term	Qty	Sale Price	Total
	Step Rental	Monthly	1	\$15.00	\$15.00
	Bldg/Tie Down/Ramp Plans- Ea	Initial	1	\$100.00	\$100.00
	Skirting	Initial	1	\$2,100.00	\$2,100.00
Select desired items by initialing					\$2,215.00

Monthly Rate is subject to increase on each anniversary of the Equipment's Delivery Date.

Prices are effective for thirty 30 days from the date at the top of this page and are subject to availability of Equipment. Prices exclude taxes, licenses, permit fees, utility connection charges and site preparation, which is the sole responsibility of Customer. All Customers and leases of Equipment are subject to credit review.

No, representations and warranties regarding (i) the Equipment or otherwise, or (ii) compliance with any federal, state or local codes or zoning ordinances (Codes and Ordinances) are made or may be implied hereby unless expressly stated on this page or in the Terms & Conditions. Compliance with all Codes and Ordinances shall be the sole responsibility of Customer. **EQUIPMENT IS PROVIDED AS IS.**

Customer must notify ACTON prior to delivery of any Equipment of potentially hazardous site conditions or conditions that may otherwise affect delivery, installation, tie down, maintenance, dismantling or return of any Equipment. Failure to notify ACTON of such conditions will result in additional Initial / One-Time Charges or Final Charges, as applicable, and delays.

Terms of Lease

Customer agrees to lease the Equipment from Acton, and Acton hereby agrees to lease the Equipment to Customer, on the terms set forth in this Lease Order and Agreement and in the Terms & Conditions of Equipment Lease located at <http://www.actonmobile.com/> (Terms & Conditions), which are incorporated herein by reference. ACTON will provide Customer with a copy of the Terms & Conditions upon request. (This Lease Order and Agreement together with the Terms & Conditions are referred to herein as the Lease).

The Lease Term set forth on the first page of this Lease Order and Agreement shall commence upon Acton's delivery of the Equipment to Customer. Customer will have forty-eight (48) hours from time of delivery of Equipment (Delivery Date) to notify ACTON in writing of any Equipment defects or deficiencies. If Acton does not receive a timely written notice from Customer, then Customer shall be deemed to have accepted such Equipment on the terms and conditions set forth in this Lease Order and Agreement and the Terms & Conditions. No alterations, additions, exceptions, or changes to the Lease made by Customer shall be effective against ACTON, whether made hereon, contained in any printed form of Customer or elsewhere, unless accepted in writing by ACTON.

The Lease will automatically continue on a month-to-month basis from and after the expiration of the Lease Term until Equipment is returned.

Customer will be responsible for all repairs and maintenance to Equipment during the Lease in excess of normal wear and tear. ACTON assumes no liability for non-coded setups.

All Equipment must be insured during the Lease in accordance with the Terms & Conditions. All-Risk Physical Loss or Damage Insurance coverage shall be provided by Customer for the full Equipment Replacement Value and name NEW ACTON MOBILE INDUSTRIES LLC as 'Additional Insured and Loss Payee'.

Customer is solely responsible for locating and adequately marking the location of any underground structures and/or utility services (gas, water, phone, sewer, etc.) prior to the unit delivery. Acton is not responsible for any damage caused to unmarked underground services.

Current month fuel surcharge; The rate may adjust on the first of the month that the transportation services are performed. To view the Policy & Rate Table, go to www.actonmobile.com.

BY CHECKING THIS BOX, CUSTOMER (i) AGREES THAT CUSTOMER SHALL BE BOUND BY THIS LEASE ORDER AND AGREEMENT AND THE TERMS & CONDITIONS OF EQUIPMENT LEASE LOCATED AT <http://www.actonmobile.com/> ON THE DATE CUSTOMER SIGNS THIS LEASE ORDER AND AGREEMENT, WHICH ARE INCORPORATED HEREIN BY REFERENCE AND CONTAIN, AMONG OTHER THINGS, ARBITRATION AND WAIVER OF JURY TRIAL PROVISIONS; AND (ii) ACKNOWLEDGES THAT IT HAS READ THE TERMS & CONDITIONS.

Signature: _____
Print Name: _____
Title: _____
PO #: _____
(If Required) _____

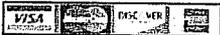
Quote #: QUO-128146-L6H8Q0
CITY OF WILDWOOD
Date: _____

New Acton Mobile Industries LLC (ACTON)

By: Katherine K. Giannelli
Katherine K. Giannelli
Vice President, Finance

Lease Quote and Agreement Prepared by:

Meg Counts
Meg Counts
mcounts@actonmobile.com
Orlando

Major Credit Cards Accepted: 

The Lease and all rights of ACTON under the Lease are subject to the security interest of Wells Fargo, National Association, as Agent, and any sale, transfer, assignment or encumbrance of the Lease violates the rights of such secured party.



FLORIDA
DEPARTMENT of
CORRECTIONS

3.e.2.
Page 1 of 6

Governor
RICK SCOTT

Secretary
KENNETH S. TUCKER

An Equal Opportunity Employer

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<http://www.dc.state.fl.us>

June 18, 2012

Gene Kornegay, Director
City of Wildwood Public Works
410 Grey Street
Wildwood, Florida 34783
Telephone: (352) 330-1341

RE: Work Squad Contract #WS703, AMD#1

Dear Mr. Kornegay:

Enclosed for signatures are two (2) originals of Work Squad Contract WS703 Amendment #1 to renew your current Contract between the Department of Corrections and your agency. The effective date of this Amendment will be **October 2, 2012.**

To provide a seamless transition in contracting, please have **both originals** of the enclosed contracts **signed** and **returned** to this office, via Express Mail, by July 18, 2012. If your agency requires a longer period for approval and execution of the enclosed documents, please contact me at the telephone number shown below to request an alternate date upon which our office can expect submission. Once this Contract has been executed by the Department, one (1) executed original of the Contract will be returned to your agency.

As a reminder, please be advised:

- to include the Contract #(WS703) on all correspondence;
- **to include the FEID Number on the signature page;**
- that changes to the scope of services cannot be made except through a formal Contract amendment, executed by both parties, and issued by this office; and
- that services may not be provided after the expiration date unless the Contract has been extended or renewed.

If there are any questions, please call me at (850) 717-3661.

Sincerely,

A handwritten signature in black ink, appearing to read "Cristy Williams", is written over a horizontal line.

Cristy Williams, GOC I
Bureau of Procurement and Supply
Enclosure

CONTRACT AMENDMENT BETWEEN
THE DEPARTMENT OF CORRECTIONS
AND
CITY OF WILDWOOD

This is an Amendment to the Contract between the Florida Department of Corrections (“Department”) and City of Wildwood (“Agency”) to provide for the use of inmate labor in work programs.

This Amendment:

- renews the Contract for one (1) year pursuant to **Section I., B., Contract Renewal**;
- revises the end date of the Contract referenced in **Section I., A., Contract Term**;
- revises **Section IV., B., Department’s Contract Administrator**; and
- replaces Addendum A with Revised Addendum A, effective October 2, 2012.

Original contract period: October 2, 2011 through October 1, 2012

In accordance with **Section V., CONTRACT MODIFICATIONS**, the following changes are hereby made:

1. **Section I., A., Contract Term**, is hereby revised to read:

A. This Contract began October 2, 2011 and shall end at midnight on October 1, 2013.

This Contract is in its final renewal year.

2. **Section IV., B., Department’s Contract Administrator**, is hereby revised to read:

The Chief, Bureau of Procurement and Supply is designated Contract Administrator for the Department and is responsible for maintaining a Contract file on this Contract service and will serve as a liaison with the Contract Manager for the Department. The address and telephone number of the Department’s Contract Administrator for this Contract is:

Chief, Bureau of Procurement and Supply
Florida Department of Corrections
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: (850) 717-3700
Fax: (850) 488-7189

3. Pursuant to **Section III., Compensation, A., 5**, the rate of compensation is amended to reflect the rates indicated in Revised Addendum A. Addendum A is hereby replaced with Revised Addendum A, effective October 2, 2012.

All other terms and conditions of the original Contract remain in full force and effect.

This Amendment shall begin on the date on which it is signed by both parties.

IN WITNESS THEREOF, the parties hereto have caused this Amendment to be executed by their undersigned officials as duly authorized.

AGENCY: CITY OF WILDWOOD

SIGNED
BY: _____
NAME: _____
TITLE: _____
DATE: _____
FEID #: _____

DEPARTMENT OF CORRECTIONS

Approved as to form and legality,
subject to execution.

SIGNED
BY: _____
NAME: **Kenneth S. Tucker**
TITLE: **Secretary
Department of Corrections**
DATE: _____

SIGNED
BY: *L. Crosby M. Ridway*
NAME: *M.* **Jennifer A. Parker**
TITLE: **General Counsel
Department of Corrections**
DATE: *6/5/12*

Revised Addendum A

Inmate Work Squad Detail of Costs for City of Wildwood
 Interagency Contract Number WS703 AMD#1 Effective October 2, 2012
 ENTER MULTIPLIERS IN SHADED BOXES ONLY IF TO BE INVOICED TO AGENCY

	# Officer:	Multiplier	Per Officer Annual Cost	Total Annual Cost
Officers Salary	1		\$ 54,194.00	\$ 54,194.00
Salary Incentive Payment		**	\$ 1,128.00	\$ 1,128.00
Repair and Maintenance			\$ 121.00	\$ 121.00
State Personnel Assessment			\$ 399.00	\$ 399.00
Training/Criminal Justice Standards			\$ 200.00	\$ 200.00
Uniform Purchase			\$ 400.00	\$ 400.00
Uniform Maintenance			\$ 350.00	\$ 350.00
Training/Criminal Justice Standards *			\$ 1,642.00	\$ 1,642.00
Technology Fee			\$ 462.00	\$ 462.00
TOTAL - To Be Billed By Contract To Agency			\$ 58,896.00	\$ 57,254.00

I. CORRECTIONAL WORK SQUAD OFFICER SALARIES AND POSITION RELATED EXPENSES TO BE REIMBURSED BY THE AGENCY:

*Cost limited to first year of contract as this is not a recurring personnel/position cost.
 ** Annual cost does not include overtime pay.

IA. The Overtime Hourly Rate of Compensation for this Contract is \$31.85, if applicable. (The Overtime Hourly Rate of Compensation shall include the average hourly rate of pay for a Correctional Officer and the average benefit package provided by the department, represented as time and one half for purposes of this Contract.)

	Number Squads	Total Annual Cost
	1	\$ 750.00
TOTAL - To Be Billed By Contract To Agency		\$ 750.00

II. ADMINISTRATIVE COSTS TO BE REIMBURSED BY THE AGENCY:

Costs include but may not be limited to the following:
 Rain coats, staff high visibility safety vest, inmate high visibility safety vest, fire extinguisher, first aid kit, personal protection kit, flex cuffs, warning signs, handcuffs, Igloo coolers, portable toilets, insect repellants, masks, vaccinations, and other administrative expenses.

TOTAL - To Be Billed By Contract To Agency

III. ADDITIONAL AGENCY EXPENSES:

Tools, equipment, materials and supplies not listed in Section II above are to be provided by the Agency.

CELLULAR PHONE WITH SERVICE REQUIRED: YES NO
 ENCLOSED TRAILER REQUIRED: YES NO

Revised Addendum A
Inmate Work Squad Detail of Costs for City of Wildwood
Interagency Contract Number WS703 AMD#1 Effective October 2, 2012

Total Cost	Bill To Agency	Provided By Agency	Already Exists
\$ -	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
\$ -	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
\$ -	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Per Unit Cost	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Number of Units
-	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1

IV. OPERATING CAPITAL TO BE ADVANCED BY AGENCY:

Hand Held Radio MACOM \$4833.00
 Vehicle Mounted Radio MACOM \$5119.00

TOTAL Operating Capital To Be Advanced By Agency

V. TOTAL COSTS TO BE ADVANCED BY AGENCY:

1. Operating Capital - from Section IV.
2. **Grand Total - To Be Advanced By Agency At Contract Signing:**

Total Cost	\$0.00
	\$0.00

VI. TOTAL COSTS TO BE BILLED TO AGENCY BY CONTRACT:

1. Correctional Officer Salaries and Position-Related Expenses - from Section I.
2. Other Related Expenses and Security Supplies - from Section II.
3. **Grand Total - To Be Billed To Agency By Contract:**

Total Cost	\$57,254.00
	\$750.00
	\$58,004.00

VII. TOTAL OF ALL COSTS ASSOCIATED WITH CONTRACT:
 (Total of Sections V. and VI.)

Total Cost	\$58,004.00
-------------------	-------------

VIII. OVERTIME COSTS:
 If the contracting Agency requests overtime for the work squad which is approved by the Department, the contracting Agency agrees to pay such costs and will be billed separately by the Department for the cost of overtime.

Addendum A - INSTRUCTIONS
Inmate Work Squad Detail of Costs for City of Wildwood
Interagency Contract Number WS703 AMD#1 Effective October 2, 2012

- Section I.** Costs in this section are determined each fiscal year by the Budget and Management Evaluation Bureau and are fixed. By entering the number of Officers required for this contract, the spreadsheet will automatically calculate the "Total Annual Cost" column. If this Work Squad is beyond the first year of existence, enter a zero (0) in the "Total Annual Cost" column for "Training/Criminal Justice Standards" after you have entered the "# Officers Multiplier".
- Section II.** Safety and environmental health procedures require safety measures such as the use of safety signs, vests, and clothing. The Department's procedure for Outside Work Squads requires that all Work Squad Officers be responsible for ensuring their squad is equipped with a first aid kit and a personal protection equipment (PPE) kit. Section II identifies such required equipment. A new squad must be sufficiently equipped and an on-going squad must be re-supplied when needed. Type in the number of squads used for this contract and the spreadsheet will automatically calculate the fixed annual expense of \$750.00 per squad and place the total in Section VI.
- Section III.** Check "Yes" or "No" to indicate whether a Cellular Phone with Service and/or an Enclosed Trailer is required by the Contract Manager.
- Section IV.** The Department's procedure for Outside Work Squads requires that they have at least one (1) primary means of direct communication with the Institution's Control Room. Communication via radio and/or cellular phone is appropriate. It is preferred that a backup, secondary means of communication also be available. It is the Agency's responsibility to provide them. If the Department purchases a radio(s), the Agency must fund the purchase at the time the Contract is signed. Check the box for the type of radio and fill in the Per Unit Cost for the type of radio, Number of Units, and Total Cost columns. Leave the Total Cost column blank if a radio(s) is not being purchased at this time. Check applicable boxes ("Bill to Agency", "Provided by Agency" and "Already Exists") for each radio.
NOTE: All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department at no cost to the Agency upon the end or termination of this Contract.
- Section V.** The total funds the Agency must provide at the time the contract is signed will be displayed here when the form is properly filled out.
- Section VI.** The total funds the Agency will owe contractually, and pay in equal quarterly payments, will be displayed here.
- Section VII.** The total funds associated with the Contract, to be paid by the Agency as indicated in Sections V. and VI., will be displayed here.
- Section VIII.** Any agreement in this area will be billed separately as charges are incurred.

**CONSENT TO PARTIAL ASSIGNMENT OF ERCs UNDER
DEVELOPER'S AGREEMENT**

THIS CONSENT, is executed effective the date of execution hereof by the City of Wildwood, Florida, a Florida municipal corporation ("City").

WHEREAS:

- A. The City and Turkey Run, LLC, a Florida limited liability company ("Turkey Run") are parties to a "Developer's Agreement Between the City of Wildwood, Florida and Turkey Run, LLC.," as recorded in OR Book 1646, Page 535, public records of Sumter County, Florida, (the "Developer's Agreement"), concerning the real property ("Property") described therein.
- B. Pursuant to the Developer's Agreement, Turkey Run reserved 65 "Equivalent Residential Connections" (as defined in the Developer's Agreement) ("ERCs") of water capacity and 65 ERCs of wastewater capacity (all of which reserved ERCs are hereinafter referred to as the "Reserved ERCs") and has paid for 50% of the cost of the reserved ERCs.
- C. Turkey Run has conveyed, to Providence ILF ("Providence"), a portion of the Property as described in the attached Exhibit A (the "Providence Parcel").
- D. In connection with the conveyance of the Providence Parcel, Turkey Run assigned to Providence 50 of the Reserved ERCs for water and 50 of the Reserved ERCs for wastewater (the "Assigned ERCs").
- E. Providence has requested City to consent to the assignment of the Assigned ERCs.

NOW THEREFORE, in consideration of the matters set forth above (which are incorporated herein by reference), the City agrees as follows:

- 1. **Consent to Assignment.** The City hereby consents to Turkey Run's assignment to Providence of the Assigned ERCs (i.e., 50 ERCs) of water and sewer capacity, out of the total Reserved ERCs (i.e., 50 ERCs) reserved by Turkey Run under the Developer's Agreement. Providence's right to utilize such Assigned ERCs includes all TIE fees Turkey Run has previously paid for such Assigned ERCs, and the fifty percent (50.00%) of the connection fees for the Assigned ERCs that Turkey Run has already paid. In order to utilize the Assigned ERC's, however, Providence shall be required to pay the remaining fifty percent (50.00%) of the connection fee for the Assigned ERCs as and when required by the Developer's Agreement.
- 2. **Limitation on Consent.** This Consent concerns the matters set forth above only. Except as expressly set forth herein, the City does not consent to any further assignment of Turkey Run's rights or obligations under the Developer's Agreement.
- 3. **Acknowledgment by Providence.** Providence agrees and understands that the Developer's Agreement runs with the Providence Parcel, and that Providence will remain responsible to the City to develop the Providence Parcel in compliance with the

requirements of the Developer's Agreement to the extent that they concern the Providence Parcel.

THEREFORE, City consents to the assignment of the Assigned ERCs as set forth above.

Signed, sealed and delivered
in the presence of:

City of Wildwood

ATTEST:

Joseph Jacobs, City Clerk

By: _____
Mayor Ed Wolf

Providence ILF

By: _____
Name: _____

EXHIBIT A
PROPERTY

City of Wildwood

100 N. Main Street
Wildwood, FL 34785 - 352-330-1330

LEGAL DESCRIPTION - BY THIS SURVEY

A PORTION OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; THENCE RUN N89°57'34"W ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 OF SECTION 5 A DISTANCE OF 62.11 FEET; THENCE LEAVING SAID SOUTH LINE RUN N00°02'26 E 50.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF STATE ROAD S-466-A; THENCE RUN N89°57'34"W ALONG SAID NORTH RIGHT OF WAY LINE 808.83 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY LINE RUN N00°09'50"W 483.38 FEET; THENCE N89°57'37"W 454.47 FEET TO THE WEST LINE OF THE SOUTHEAST 1/4 OF AFORESAID NORTHEAST 1/4 OF SECTION 5; THENCE RUN N00°06'14"W ALONG SAID WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 A DISTANCE OF 52.00 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE N00°06'14"W ALONG SAID WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 A DISTANCE OF 593.08 FEET; THENCE LEAVING SAID WEST LINE RUN N89°53'46"E 348.44 FEET; THENCE S81°00'32"E 109.18 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 133.50 FEET AND A CENTRAL ANGLE OF 50°43'57"; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 118.21 FEET TO THE POINT OF TANGENCY; THENCE S30°16'35"E 281.31 FEET TO A NON-TANGENT POINT ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 526.00 FEET; THENCE FROM A TANGENT BEARING OF S56°59'58"W RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 49.52 FEET, THROUGH A CENTRAL ANGLE OF 05°23'39" TO THE POINT OF TANGENCY; THENCE S51°36'19"W 326.59 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 174.00 FEET AND A CENTRAL ANGLE OF 38°26'04"; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE 116.72 FEET TO THE POINT OF TANGENCY; THENCE RUN N89°57'37"W 287.10 FEET TO THE POINT OF BEGINNING.

**UTILITY AGREEMENT BETWEEN
THE CITY OF WILDWOOD, FLORIDA AND
PROVIDENCE ILF**

This agreement, effective this ____ day of _____, 2012, made and entered into by and between the City of Wildwood, Florida, a Florida municipal corporation (hereinafter called "City"), and Providence, ILF, (hereinafter called "Developer").

W I T N E S S E T H:

WHEREAS, City is a regional water and wastewater provider; and,

WHEREAS, Developer owns in fee simple certain real property in Sumter County, Florida, as shown and described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as "The Property"); and,

WHEREAS, Developer has obtained 50 water ERC's and 50 wastewater ERC's from Turkey Run; and,

WHEREAS, Developer desires to procure additional water and wastewater from the City for the Property described in Exhibit "A"; and,

NOW, THEREFORE, in consideration of the mutual covenants and undertakings of City and Developer and other good and valuable considerations, these parties covenant and agree with each other as follows:

PART I. DEFINITIONS

- A. The term "connection fee" shall be construed as defined in City of Wildwood ordinances and resolutions.
- B. The term "Developer" shall refer to Providence ILF.
- C. The term "Equivalent Residential Connection" as defined by City ordinance shall be referred to in this Agreement as "ERC" and shall be defined by section 19-343 of the City of Wildwood Code.

- D. The term "Property" or "Developer's Property" refers to the real property described in Exhibit "A", attached to and incorporated into this Agreement.
- E. The term "Transmission Infrastructure Extension Fee" shall be referred to as TIE fee and shall be as defined by City ordinances and resolutions.

PART II. DEVELOPER'S OBLIGATIONS

A. Connection and TIE Fees.

_____ 1. TIE Fees.

_____ a. The Transmission Infrastructure (TIE) fee purchases a hydraulic share in the water or wastewater infrastructure extending from the proposed development back to the nearest well facility for water and wastewater treatment plant for wastewater. As with connection fees, TIE fees are based on equivalent residential volumes, which are 300 gallons per day water consumption or 250 gallons per day of wastewater treatment and the distance (in feet) between the development and the water or wastewater plant. The standard distance for one (1) TIE is 15,000 feet.

_____ b. The water TIE fee shall be calculated using City ordinances and resolutions in effect at the time the Developer executes this agreement. The calculation for the TIE fees to be purchased at the time of execution of this agreement is included in the attached Exhibit "B"

_____ c. The wastewater TIE fee shall be calculated using City ordinances and resolutions in effect at the time the Developer executes this agreement. The calculation for the TIE fees to be purchased at the time of execution of this agreement is included in the attached composite Exhibit "B".

- d. All TIE fees are due at the time Developer executes this agreement.
- e. Developer understands that TIE fees are non-refundable.

f. TIE fees are calculated by the City based on the number of connection fees approved for reservation as indicated in Exhibit "B". One (1) TIE fee is due for each connection (ERC) reserved.

_____2. Connection Fees

a. The connection fees (both water and wastewater) shall be calculated according to the rate schedule adopted by the City at the time the Developer reserves capacity. The calculation for the connection fees to be purchased at the time of execution of this agreement is included in the attached composite Exhibit "B."

b. Developers must proceed with due diligence toward the use of all connection fees purchased.

c. Connection Fees are not sold on speculation and may be repurchased by the City at the price paid by the Developer if significant progress is not made toward construction within twenty-four (24) months of the date the purchased connection fee becomes available to the Developer. TIE fees are not refundable to the Developer. Significant progress shall be deemed to have occurred if Developer has completed construction as indicated in the attached Exhibit "C" within twenty four (24) months of the schedule date of when capacity is made available to the Developer. The time for "significant progress" may be extended pursuant to the provisions of this Agreement concerning "Force Majeure."

d. The following actions must precede the reservation of either water or wastewater connection fees/capacity:

i. The Developer must complete the TIE, Connection Fee, and Refuse Utility forms.

ii. The City must approve in writing the TIE, Connection Fee, and

Refuse utility forms.

- iii. The Developer and the City must both execute the water and wastewater ERU availability schedule form.
 - iv. All non-refundable TIE fees and wastewater must be paid.
 - v. This Developers Agreement and attachments must be fully executed.
 - vi. All non-refundable TIE fees for both water and wastewater must be paid.
 - vii. The developers agreement and attachments must be fully executed.
- e. Connection fees shall be paid as follows:
- i. The first fifty (50%) percent of all water and wastewater connection fees to be reserved must be paid upon execution of this agreement.
 - ii. The next twenty five (25%) percent of the water and wastewater connection fees shall be paid upon issuance of the individual building permits for which ERC's are reserved.
 - iii. The final twenty five (25%) percent of the water and wastewater connection fees shall be paid upon issuance of the Certificate of Occupancy for the portion of the Development for which ERC's are reserved.
- f. The purchase of ERC's and TIE fees under this agreement does not act to set the price for future purchases. Any future purchases will be at the price set by the City at time of payment.
- g. Capacity is reserved for a particular location and pre-supposes that the City will be prepared to serve that capacity according to the agreed upon availability

schedule at that location and no other.

h. Fire flow volumes and pressures are limited by the City's potable water extension service infrastructure. The fireflow volumes and pressure flow which will be provided by the City are appropriate for single family homes. Need for enhanced fire flow volumes, pressures, over extended time periods may indicate that Developer set a storage tank with high pressure pumps or otherwise supplement existing potable water delivery at Developer's expense. City shall not reduce its fire flow volumes and pressures after Developer has commenced development of the Property.

i. If the Developer's need for capacity falls two quarters or more behind the agreed upon availability schedule, the City has the right to unilaterally adjust the availability schedule to reflect the slowed pace of need. Such action must be done with appropriate documentation and in writing. Such adjustment may only delay the calendar quarter in which reserved ERC's are available, and may not reduce the total number of available ERC's or the number of available ERC's within a calendar quarter. However, if the need for capacity continues for four continuous quarters at fifty (50%) percent or less then City may reduce the number of ERC's available per quarter to the highest number of ERC's that have been used in any one quarter of the four preceding quarters that capacity use has been below the anticipated use.

3. Until Developer provides the City with full payment for all TIE fees, connection fees and completes all other requirements of this agreement, no water or sewer service will be provided.

4. The City reserves the right to determine the number of ERC's it will allow a Developer to purchase. The City has determined at the time of execution of this agreement that the Developer may purchase 55 water ERC's and 55 wastewater ERC's at rates in effect at the time of this agreement. These capacities will be available at the

times listed on Exhibit "C".

5. Developer may not transfer any water or wastewater capacity reserved without written permission from the City. Any such transfer will void the capacity reservation and the ERC's will revert back to the City and the Developer will forfeit any right to any repayment of the connection fees paid for the capacity reservation. The City shall not withhold permission for a transfer of capacity to another property or another project if the request is reasonable. As developer develops the property and sells parcels to third parties, such sales shall not be deemed a transfer prohibited by this paragraph.

6. The purchase of ERC's and TIE fees does not act to set the price for future purchases. Any future purchases will be at the price set by the City at time of payment.

B. Developer's responsibility after connection to City's water and wastewater system.

After connection to City's water and wastewater systems:

1. Developer shall be responsible for all wastewater lines on Developer's side of the point of connection to the City's wastewater system.

2. The Developer shall be responsible for all water distribution lines from the Developer's side of the water meter.

3. The Developer shall provide the City with any easement necessary to access the water meter once the placement for the meter is identified.

PART III. CITY'S OBLIGATIONS

A. When, at no cost to City, (1) the water distribution and wastewater collection and reuse systems have been satisfactorily installed, inspected, tested and approved and certified in writing by Developer's engineer, with the City, or its authorized representative; (2) Developer has satisfied the conditions of this Agreement; and (3) the City's authorized representative has inspected the constructed facilities, permitting documents and construction "as-built" drawings, and received five (5) sets of completed "as-built" drawings,

then the City shall thereafter connect the water distribution system, and wastewater collection systems within granted easements upon Developer's Property to the City's water and wastewater system and accept any portion of the mainlines and/or lift stations the parties have agreed upon in writing will be transferred to the City. The obligation of the City to furnish water and/or wastewater and/or reuse service other than construction water shall not arise until Developer has completed the conditions contained in this paragraph. The City shall have at least thirty (30) days from completion of construction to review drawings and constructed facilities.

B. The City shall extend water and wastewater transmission facilities to the property.

C. The City shall make available to the Developer the ERC's purchased by Developer at the dates indicated in the attached Exhibit "C".

D. The City shall provide all water and wastewater services to the Property.

PART IV. MUTUAL COVENANTS

It is mutually agreed by and between the parties that the preambles contained at the beginning of this Agreement are true and correct and in addition to them it is mutually covenanted and agreed as follows:

A. In addition to binding Developer, the provisions of this Agreement shall run with the land and be binding upon and inure to the benefit of successors to title to the property or any part thereof after this Agreement has been recorded in the Public Records of Sumter County, Florida. However, any other assignment or transfer of Developer's rights and obligations is prohibited unless:

1. Assignment shall be done in writing in the same formality as this Agreement.
2. City shall be a party of said assignment and shall not withhold approval

of assignment unreasonably.

3. Developer shall remain primarily liable to City for the terms and conditions of this Agreement unless assignment is made in compliance with this section. City agrees to execute a "Satisfaction by Assignment" for Developer if this Agreement is properly as signed.

B. All prior Developer Agreements or Agreements pertaining to the supply of water and wastewater service affecting the Property are hereby cancelled and declared of no force and effect upon that Property which is the subject matter of this Agreement.

C. City shall have the exclusive right to furnish water service and wastewater collection and reuse service to consumers within the Property covered by this Agreement.

D. Developer, his successors and assigns, and the Owners and occupants of buildings on Developer's Property shall not install or shall not be connected to any potable water system other than the City's system, except for outdoor irrigation purposes.

E. City shall have the right to promulgate from time to time reasonable rules and regulations relating to the furnishing of water service and wastewater collection service to consumers within the Property encompassed by this Agreement. Such rules and regulations may relate to, but are not limited to, rates, deposits, and connection charges and the right to discontinue services under certain conditions. The water and wastewater rates to be charged by City to said customers shall be the rates now or hereafter charged to other customers within the area of service of the Developer's Property. Developer hereby acknowledges and agrees that rates are subject to change at any time by City. Developer further acknowledges that it shall be subject to City ordinances related to water and wastewater services.

F. City, shall not be liable or responsible for maintenance or operation of any pipes, pipelines, valves, fixtures or equipment on any of the properties of the customers,

consumers or users on Developer's Property other than the water service lines and wastewater collection system within granted easements to City pursuant to this Agreement.

G. Unless otherwise specified in this Agreement, this Agreement shall not be binding until fully executed, but once executed, it shall have a retroactive effect commencing from the date of the Commission meeting at which it was approved.

H. If the development includes single family homes, it is assumed that a single family home on the Property will be serviced by a $\frac{5}{8}$ x $\frac{3}{4}$ inch water meter. If a larger water meter is needed, then the Owner (whether Developer, Assignee, or Homeowner) will be charged additional connection fees which must be paid at the rate prevailing at the time of the application for a larger meter for additional ERC's to accommodate the larger meter.

I. Each consumer of water service or wastewater collection service on Developer's Property shall keep:

(a) All wastewater lines, service lines, connections and necessary fixtures and equipment on the premises occupied by said consumer, and within the lateral lines from the main line to the lot occupied by the consumer in good order and condition; and

(b) Water lines, connections and necessary fixtures on the consumers side of the water meter in good order and condition. The sale of water by City to the consumer shall occur at the consumer's side of the entire meter installation, but the obligation for the maintenance of the lines shall be set forth above and in applicable City regulations. A "Clean-out" for the wastewater lateral shall be at the Property or easement line. The "clean-out" is for inspection purposes only.

J. No water from City's water distribution system shall be used or disbursed by Developer or his agents, through fire hydrants or water mains, or by any person, firm, corporation or agency, public or private, unless adequate provisions have first been made

for compensating City for such water, as provided for within the City's Ordinance.

K. Any temporary cessation or interruptions of the furnishings of water and wastewater service to the Property described herein at any time caused by Act of God, fires, strikes, casualties, accidents, power failures, necessary maintenance work, breakdowns, damaged equipment or mains, civil or military authority, riots or other cause beyond the control of the City shall not constitute a breach of the provisions contained herein nor impose liability upon the City by the Developer, his successors and assigns.

L. If any section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

M. A Notice of this Agreement shall be recorded by the City among the Public Records of Sumter County, Florida, for the particular purpose of placing all Owners or occupants of properties in Developer's Property connected to or to be connected to said water and sewer systems of City upon notice of each and every one of the provisions herein contained to the same extent and with the same force and effect as if said Owners and occupants had joined with the parties to this Agreement in the execution thereof; and the acquisition or occupancy of real Property in Developer's Property connected to or to be connected to the said water and sewer systems of City shall be deemed conclusive evidence of the fact that the said Owners or occupants have consented to and accepted the Agreement herein contained and have become bound thereby.

N. It is mutually agreed that the City shall be held harmless from any and all liability for damages if City's obligations under this Agreement cannot be fulfilled as a result

of any ruling or order by any other governmental or regulatory agency having jurisdiction over the subject matter hereof; and in such event, this Agreement shall be null and void and unenforceable by either party regarding that portion of the Developer's Property for which City cannot perform its obligations.

O. Until all of Developer's obligations under this agreement are met, the City may refuse services or terminate all service to Developer's property.

P. The calculation of connection and TIE fees in this agreement are based upon developer's representation of the intended development on the property. If Developer has provided City with inaccurate information it could result in additional connection and TIE fees.

Q. FORCE MAJEURE. Neither party shall be responsible for damages or delays caused by events beyond the control of the party and which could not have been reasonably anticipated or prevented (hereinafter "Force Majeure"). For purposes of this Agreement, Force Majeure includes, without limitation: fire; flood; hurricane; tornado; earthquake; windstorm; sinkhole; unavailability of materials, equipment or fuel; war; declaration of hostilities; terrorist act; civil strife; strike; labor dispute; epidemic; archaeological excavation; government-declared moratorium; or act of God. If a party is delayed in any work pursuant to this Agreement for occurrence of an event of Force Majeure, the date for action required or contemplated by this Agreement shall be extended by the number of days equal to the number of days such party is delayed. The party seeking to be excused based on an event of Force Majeure shall give written notice of the delay indicating its anticipated duration. Each party shall use its best efforts to rectify any conditions causing the delay and will cooperate with the other party.

R. Developer understands that the City is currently in the application process with the Southwest Florida Water Management District for an increase in its water use permit to ensure available water capacity necessary to accommodate all approved units in all of the City's pending and executed agreements to 2013 including this agreement.

S. All prior Developer Agreements or Agreements pertaining to the supply of water and wastewater service affecting the Property are hereby cancelled and declared of no force and effect upon that Property which is the subject matter of this Agreement.

PART VI. NOTICE

Whenever either party desires to give notice to the other, it shall be given by written notice, sent by prepaid, certified, United States, mail, with the return receipt requested, addressed to the party for whom it is intended, at the place specified as the place for giving notice, which shall remain until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for the giving of notice:

 CITY OF WILDWOOD

City Manager
100 N. Main Street
Wildwood, Florida 32786

 FOR THE DEVELOPER

Providence ILF

Notice so addressed and sent by prepaid certified mail, with return receipt requested, shall be deemed given when it shall have been so deposited in the United States mail.

PART VII. ADDITIONAL PROVISIONS

A. The parties agree that in the event it becomes necessary for any party to this Agreement to litigate in order to enforce its rights under the terms of this Agreement then, and in that event, the prevailing party shall be entitled to receive reasonable attorney's fees and the cost of such litigation including appellate litigation.

B. EXHIBITS

_____The following exhibits are attached, as part of this Agreement and are incorporated into this Agreement:

EXHIBIT "A" - Legal description of _____

EXHIBIT "B" - Calculations for TIE and connection fees.

EXHIBIT "C" - Schedule of Time Frames

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year indicated below:

Signed, sealed and delivered
in the presence of:

ATTEST

CITY OF WILDWOOD

Joseph Jacobs, City Clerk

BY: _____
Mayor Ed Wolf

DATE: _____

WITNESS

By:
Its:

WITNESS

State of Florida
County of Sumter

The foregoing instrument was acknowledged before me this _____ day of _____, 2007, by Ed Wolf, Mayor of the City of Wildwood, who has produced _____ as identification or is personally known to me.

Notary Public, State of Florida

Commission #: _____

My Commission Expires: _____

State of Florida
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2007, by, _____, for Providence ILF who has produced _____ as identification or is personally known to me.

Notary Public, State of Florida

Commission #: _____

My Commission Expires: _____

City of Wildwood

100 N. Main Street
Wildwood, FL 34785 - 352-330-1330

DISTANCE FACTORS FOR METHODS 3 & 4 - TABLE 2

(Distance factors for pipe distances in the 0-35,000 feet range)

PROJECT NAME: Providence Independent Living Facility

Distance Range, in feet	Distance Factor (df)
0-1000	0.07
1001-2000	0.14
2001-3000	0.21
3001-4000	0.28 X Water
4001-5000	0.35
5001-6000	0.42
6001-7000	0.49
7001-8000	0.56
8001-9000	0.63
9001-10000	0.70 X Wastewater
10001-11000	0.77
11001-12000	0.84
12001-13000	0.91
13001-14000	0.98
14001-15000	1.00

Distance Range, in feet	Distance Factor (df)
15001-16000	1.07
16001-17000	1.14
17001-18000	1.21
18001-19000	1.28
19001-20000	1.35
20001-21000	1.42
21001-22000	1.49
22001-23000	1.56
23001-24000	1.63
24001-25000	1.70
25001-26000	1.77
26001-27000	1.84
27001-28000	1.91
28001-29000	1.98
29001-30000	2.05
30001-31000	2.12
31001-32000	2.19
32001-33000	2.26
33001-34000	2.33
34001-35000	2.40
Greater than 35,000	2.50

City of Wildwood

100 N. Main Street
Wildwood, FL 34785 - 352-330-1330

LEGAL DESCRIPTION - BY THIS SURVEY

A PORTION OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; THENCE RUN N89°57'34"W ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 OF SECTION 5 A DISTANCE OF 62.11 FEET; THENCE LEAVING SAID SOUTH LINE RUN N00°02'26 E 50.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF STATE ROAD S-466-A; THENCE RUN N89°57'34"W ALONG SAID NORTH RIGHT OF WAY LINE 808.83 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY LINE RUN N00°09'50"W 483.38 FEET; THENCE N89°57'37"W 454.47 FEET TO THE WEST LINE OF THE SOUTHEAST 1/4 OF AFORESAID NORTHEAST 1/4 OF SECTION 5; THENCE RUN N00°06'14"W ALONG SAID WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 A DISTANCE OF 52.00 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE N00°06'14"W ALONG SAID WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 A DISTANCE OF 593.08 FEET; THENCE LEAVING SAID WEST LINE RUN N89°53'46"E 348.44 FEET; THENCE S81°00'32"E 109.18 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 133.50 FEET AND A CENTRAL ANGLE OF 50°43'57"; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 118.21 FEET TO THE POINT OF TANGENCY; THENCE S30°16'35"E 281.31 FEET TO A NON-TANGENT POINT ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 526.00 FEET; THENCE FROM A TANGENT BEARING OF S56°59'58"W RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 49.52 FEET, THROUGH A CENTRAL ANGLE OF 05°23'39" TO THE POINT OF TANGENCY; THENCE S51°36'19"W 326.59 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 174.00 FEET AND A CENTRAL ANGLE OF 38°26'04"; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE 116.72 FEET TO THE POINT OF TANGENCY; THENCE RUN N89°57'37"W 287.10 FEET TO THE POINT OF BEGINNING.

City of Wildwood

100 N. Main Street
 Wildwood, FL 34785 - 352-330-1330

DEVELOPER UTILITY CONCURRENCY TRANSMISSION INFRASTRUCTURE EXTENSION FEE - (TIE FEE)

"Worksheet"

PROJECT NAME: Providence Independent Living Facility

WATER TIE CALCULATION:

- One (1) tie (full distance) = 15,000 feet
- This project to nearest wellhead = 3,663 feet
- Distance schedule pro-rated value = 0.28 TIE
- Fee per one (1) full distance TIE = \$601.52
- This project fee = \$601.52 x 0.28 = \$168.43

WASTEWATER TIE CALCULATION:

- One (1) tie (full distance) = 15,000 feet
- This project to Wastewater Treatment Plant = 9,698 feet
- Distance schedule pro-rated value = 0.70 TIE
- Fee per one (1) full distance TIE = \$659.20
- This project fee = \$659.20 x 0.70 = \$461.44

TOTAL WATER AND WASTEWATER TIE (1)

\$168.43 + \$461.44 = **\$629.87**

Development Authority: _____
 Printed Name Signature Date

Agreement to Provide: _____
 Bill Ed Cannon (City Manager) Signature Date

This commitment expires after _____ days without the execution of a Developer's Agreement

City of Wildwood

100 N. Main Street
Wildwood, FL 34785 - 352-330-1330

DEVELOPER UTILITY CONCURRENCY TIE CHARGES DUE

PROJECT NAME: Providence Independent Living Facility

1) WATER:

- a) One (1) water TIE due for every water connection ERU reserved
- b) Number of water ERU's reserved = # 55
- c) Number of water TIE's due = # 55
- d) Charge per water TIE for this project = \$ 168.43
- e) TOTAL water TIE charges due
 $\$168.43 \times \# 55 =$ \$9,263.65

2) WASTEWATER:

- a) One (1) wastewater TIE due for every wastewater connection ERU reserved
- b) Number of wastewater ERU's reserved = # 55
- c) Number of wastewater TIE's due = # 55
- d) Charge per wastewater TIE for this project = \$ 461.44
- e) TOTAL water TIE charges due
 $\$ 461.44 \times \# 55 =$ \$ 25,379.20

3) NOTE:

ALL water and wastewater TIE fees are due at the execution of the Developer's Agreement

Development Authority: _____
Printed Name Signature Date

Agreement to Provide: _____
Bill Ed Cannon (City Manager) Signature Date

This commitment expires after _____ days without the execution of a Developer's Agreement

City of Wildwood

100 N. Main Street
Wildwood, FL 34785 - 352-330-1330

DEVELOPER UTILITY CONCURRENCY CONNECTION FEES:

PROJECT NAME: Providence Independent Living Facility

WATER CONNECTION FEE:

Check One

- a) Inside City, or, Pre-Annexation \$1,043.39
- or b) Outside City, NO Pre-Annexation

One (1) water ERU = 300 gallons per day

Number of water connections (ERU's) requested # 55

TOTAL water connection fee charges = \$1,043.39 x #55 = \$ 57,386.45

DUE SCHEDULE:

50% due on execution of developer's agreement \$ 28,693.23

25% due on issuance of each construction permit \$ 14,346.61

25% due issuance of Certificate of Occupancy \$ 14,346.61

TOTAL \$ 57,386.45

WASTEWATER CONNECTION FEE:

Check One

- a) Inside City, or, Pre-Annexation \$ 2,214.50
- or b) Outside City, NO Pre-Annexation

One (1) wastewater ERU = 250 gallons per day

Number of wastewater connections (ERU's) requested # 55

TOTAL wastewater connection fee charges = \$ 2,214.50 x # 55 = \$ 121,797.50

DUE SCHEDULE:

50% due on execution of developer's agreement \$ 60,898.75

25% due on issuance of each construction permit \$ 30,449.38

25% due on issuance of Certificate of Occupancy \$ 30,449.37

TOTAL \$ 121,797.50

Development Authority: _____
Printed Name Signature Date

Agreement to Provide: _____
Bill Ed Cannon (City Manager) Signature Date

This commitment expires after _____ days without the execution of a Developer's Agreement

CITY COMMISSION-LEGISLATIVE DEPARTMENT

CITY MANAGER-EXECUTIVE DEPARTMENT

1	Payroll	June 17, 2012 Pay Period - 2 Employees	\$ 6,658.02
2	Dept of Management Services	Telephone Service	\$ 4.75
3	Mitel	Phone Maintenance Mr. Cannon's Office	\$ 215.00
4	Office Depot	Office Supplies	\$ 0.61

CITY CLERK-FINANCIAL & ADMINISTRATIVE DEPARTMENT

5	Payroll	June 17, 2012 Pay Period - 4 Employees	\$ 10,123.57
6	Bureau of Elevator Safety	License Renewal	\$ 37.50
7	Dept of Environmental Protection	Storage Tank Registration 2012-2013	\$ 125.00
8	Dept of Management Services	Telephone Service	\$ 4.83
9	General Fund	Petty Cash	\$ 108.98
10	Office Depot	Office Supplies	\$ 0.86
11	Pitney Bowes	Lease for Postage Meter	\$ 171.26
12	The Daily Commercial	Ads	\$ 80.90
13	The Villages Technology Solutions	Email & Technical Support - All General Funds	\$ 581.50
14	Verizon Wireless	Cell Phones	\$ 1.14

DEVELOPMENT SERVICES

15	Payroll	June 17, 2012 Pay Period - 4 Employees	\$ 8,710.19
16	Dept of Management Services	Telephone Service	\$ 4.75
17	Office Depot	Office Supplies	\$ 0.61
18	The Daily Commercial	Ads	\$ 850.31

HUMAN RESOURCES

19	Payroll	June 17, 2012 Pay Period - 1 Employee	\$ 2,006.52
20	Deanna Cox	Personal Vehicle Use & Conference	\$ 385.03
21	Dept of Management Services	Telephone Service	\$ 4.75
22	Office Depot	Office Supplies	\$ 2.10

POLICE DEPARTMENT

23	Payroll	June 17, 2012 Pay Period - 29 Employees	\$ 56,121.54
24	Advanced Auto Parts	Molding Tape	\$ 6.99
25	Alexander Hamilton Institute	Manager's Legal Bulletin	\$ 82.08
26	A-Line Fire & Safety, Inc	Maintenance on Fire Extinguishers and New	\$ 231.00
27	Barron Psychological Services	Psych Assessment	\$ 250.00
28	Century Link	Translink Chan Term	\$ 568.00
29	Dana Safety Supply, Inc	Shirts, Badge	\$ 121.10
30	Dept of Management Services	Telephone Service	\$ 37.04
31	Dynometer	Mobile Speedometer Calibration Certification 16 Units	\$ 320.00
32	General Fund	Petty Cash	\$ 128.54
33	Law Enforcement Supply	Magpouch	\$ 28.98
34	Lou's Police Distributions	Remington Ammo	\$ 479.60
35	Merritt Department Store	Shirts	\$ 308.93
36	Office Depot	Office Supplies	\$ 72.67
37	Pride Enterprises	Impound Receipts	\$ 91.48
38	Progress Energy	Electric Service	\$ 1,218.36
39	Source, incorporated of Missouri	Blue Tree 5600 Verizon	\$ 13,908.00
40	Southern Custom Creations	New Graphics Kit	\$ 325.00
41	Sumter County Sheriff's Office	Sumter County Drug Task Force 2011/12	\$ 5,685.00
42	Verizon Wireless	Cell Phones, Broadband	\$ 286.42

STREET DEPARTMENT

43	Payroll	June 17, 2012 Pay Period - 10 Employees	\$ 17,721.53
44	Bright House	Internet Service February Invoice	\$ 39.98
45	C.W. Roberts Contracting, Inc	Asphalt	\$ 397.80
46	Dept of Management Services	Telephone Service	\$ 1.07
47	Discount Garage Doors, Inc	Repair Door	\$ 2,085.00
48	Office Depot	Office Supplies	\$ 0.61
49	Progress Energy	Electric Service Streetlights, Barn&Various Locations	\$ 4,798.15
50	Salescorp of Florida	Gatorade	\$ 128.00
51	Sumter Electric	Electric Service	\$ 179.55
52	Verizon Wireless	Cell Phones	\$ 205.21
53	Xpress Materials, LLC	Concrete Pour	\$ 319.00

FLEET SERVICES

54	Payroll	June 17, 2012 Pay Period - 2 Employees	\$ 4,983.49
55	Advanced Auto Parts	Wiper Blades, Cylinder	\$ 180.88
56	Bright House	Internet Service February Invoice	\$ 39.97
57	Dept of Management Services	Telephone Service	\$ 1.07
58	Progress Energy	Electric Service	\$ 111.18
59	Verizon Wireless	Cell Phones	\$ 4.38

COMMUNITY RE-DEVELOPMENT

60	Payroll	June 17, 2012 Pay Period - 1 Employee	\$ 2,750.35
61	Dept of Management Services	Telephone Service	\$ 4.76
62	David Grimm	Personal Vehicle Use	\$ 113.77

PARKS AND RECREATION

63	Payroll	June 17, 2012 Pay Period - 6 Employees	\$ 7,642.81
64	Century Link	Telephone Service	\$ 35.99
65	CSX	Annual Lease Fee for Real Estate	\$ 100.00
66	Dept of Management Services	Telephone Service	\$ 4.75
67	Factory Locks	MLK Park New Locks for Restroom Doors	\$ 235.62
68	Office Depot	Office Supplies	\$ 24.89
69	Progress Energy	Electric Service	\$ 129.79
70	Salescorp of Florida	Gatorade	\$ 128.00
71	Sumter Electric	Electric Service	\$ 391.64
72	Verizon Wireless	Cell Phones	\$ 26.94

COMMUNITY CENTER & OXFORD COMMUNITY CENTER

73	A-Line Fire & Safety, Inc	Semi Annual Maintenance , Fusible Links	\$ 151.00
74	Sumter Electric	Electric Service	\$ 1,643.70

PHYSICAL ENVIRONMENT ADMINISTRATIVE DEPARTMENT

75	Payroll	June 17, 2012 Pay Period - 3 Employees	\$ 5,052.76
76	Bureau of Elevator Safety	License Renewal	\$ 37.50
77	Dept of Management Services	Telephone Service	\$ 4.75
78	Office Depot	Office Supplies	\$ 0.61
79	Pitney Bowes	Lease for Postage Meter	\$ 171.25
80	Postmaster	Utility Bill Mailings	\$ 909.44
81	The Villages Technology Solutions	Email & Technical Support - All Enterprise Funds	\$ 581.50

WATER DEPARTMENT

82	Payroll	June 17, 2012 Pay Period - 10 Employees	\$ 16,274.46
83	Advanced Auto Parts	Ignition	\$ 47.28

84	Brenntag	Liquid Chlorine	\$ 978.56
85	Brown Controls & Integration	Troubleshoot for Lake Andrew SCADA problems	\$ 262.50
86	Campbell's Gate Service Inc	Photo Cell Service	\$ 377.50
87	CSX	Annual Lease Fee for Real Estate	\$ 194.00
88	Dept of Management Services	Telephone Service	\$ 2.57
89	FL Water/Pollution Control Operators	Memberships	\$ 90.00
90	HD Supply Waterworks	2 Valve Box Riser	\$ 11.00
91	Hughes Brothers Construction, Inc	CSX Utility Casing Extensions, ITB # 142173077	\$ 5,745.31
92	Mark O'Dell	Travel Reimbursement	\$ 100.57
93	Office Depot	Office Supplies	\$ 127.05
94	Progress Energy	Electric Service	\$ 1,632.61
95	Sumter Electric	Electric Service	\$ 1,785.73
96	Sunstate Meter & Supply, Inc.	T10 Gallon Meters	\$ 4,607.14
97	Terminix	Monthly Pest Control	\$ 25.00
98	The Dumont Company, Inc.	Clear Flow, Hypochlorite Solution	\$ 3,557.25
99	USA BlueBook	Marking Paint, Valve Decals	\$ 1,192.69
100	Verizon Wireless	Cell Phones, Broadband	\$ 90.26

WASTEWATER DEPARTMENT

101	Payroll	June 17, 2012 Pay Period - 13 Employees	\$ 25,997.34
102	Advanced Auto Parts	Anti-Lock Speed Sensor	\$ 31.35
103	Barney's Pumps, Inc	Kunkle Air Relive Valve	\$ 525.00
104	Century Link	Telephone Service	\$ 110.94
105	Dept of Management Services	Telephone Service	\$ 1.78
106	FL Water/Pollution Control Operators	Memberships	\$ 210.00
107	Hardy Diagnostics	Filter Grid Membrane, TSB	\$ 415.75
108	Harris Tree Service, Inc	Removal of Split and Fallen Water Oak	\$ 800.00
109	HD Supply Waterworks	Flg Tee, Valmatic, Flexible Coupling, Bushings	\$ 785.50
110	Hughes Brothers Construction, Inc	CSX Utility Casing Extensions, ITB # 142173077	\$ 4,255.31
111	Miller Bearings, Inc	Rex E10	\$ 343.81
112	Odyssey Manufacturing	Hypochlorite Solution	\$ 2,501.74
113	Office Depot	Office Supplies	\$ 57.14
114	Progress Energy	Electric Service	\$ 1,013.09
115	Siemens	Mixed Bed Tanks	\$ 300.00
116	Sumter Electric	Electric Service	\$ 715.67
117	W/S	Petty Cash	\$ 125.31
118	Verizon Wireless	Cell Phones	\$ 14.36

GREENWOOD CEMETERY

119	Progress Energy	Electric Service	\$ 13.07
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ATTORNEYS/CONSULTANTS/SURVEYORS

120	Kimley-Horn & Associates, Inc	Engineers	\$ 32,194.51
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FUEL INVENTORY

121	Stone Petroleum Products, Inc.	Unleaded and Diesel Fuel	\$ 10,115.52
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TOTAL			\$ 285,407.35
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CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

SEAL

ATTEST: _____
Joseph Jacobs, City Clerk

Ed Wolf, Mayor

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Replace Copy Machine Administrative Offices at City Hall
REQUESTED ACTION: Request Approval to Purchase

Work Session (Report Only) **DATE OF MEETING:** 6/25/2012
 Regular Meeting Special Meeting

CONTRACT: N/A Vendor/Entity: EGP, INC
Effective Date: _____ Termination Date: _____
Managing Division / Dept: _____

BUDGET IMPACT: \$ 15,218.00

Annual **FUNDING SOURCE:** See Comments Below
 Capital **EXPENDITURE ACCOUNT:** General & Enterprise Funds
 N/A

HISTORY/FACTS/ISSUES:

Our existing copy machine has approximately 1 million copies presently made. It was purchased in 2006. Due to the volume of copies presently being produced, it is time we replace this existing copy machine.

Considerable funds were budgeted to provide interconnectivity for our computers, but this has been temporarily suspended for alternative methods. Therefore, budget funds are available to purchase the new copier.

Bill Ed Cannon
City Manager



The Document Imaging People

RETAIL ORDER

1-800-432-4731



BILL TO
CITY OF WILDWOOD
 ADDRESS 100 N. MAIN STREET
 CITY WILDWOOD
 STATE FL
 ZIP 34785

PHONE 352-330-1330 X101
PO#
SALESMAN # LESA01
CUSTOMER # LE1353
DELIVERY DATE ~ 06-28-12
ATTN: BILLED CANNON
METER

KEY OPERATOR
CITY MANAGER'S OFFICE

QUANTITY	MAKE	MODEL	SERIAL #	MACHINE ID	UNIT PRICE
1	KM	TA6550CI			\$14,968.00
1	KM	DF-790			
1	KM	PH-7A			
1	KM	FAX S V			
	Platinum	Coverage			\$250.00

TRADE-IN MAKE MODEL SERIAL # **FINAL METER**

E.G.P. Daytona (386) 255-7577 E.G.P. Ft. Pierce (772) 461-1201
 E.G.P. Melbourne (321) 259-0983 E.G.P. St. Pete (727) 573-0020
 E.G.P. Leesburg (352) 787-4521 E.G.P. Gainesville (352) 377-3803
 E.G.P. Ocala (352) 732-0598 E.G.P. St. Augustine (904) 471-4770
 E.G.P. Inverness (352) 344-1200 E.G.P. Lakeland (863) 603-0875
 E.G.P. Orlando (407) 841-2932 E.G.P. Jacksonville (904) 636-0099

PAYABLE TO
PHONE #
ACCOUNT #
LEASE TERMS: _____ months @ _____ per month
 plus tax of \$ _____ Total monthly payment of \$0.00
 \$ _____ Advance payment of \$0.00
 consisting of first and last \$0.00 payments.

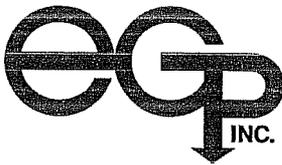
TOTAL SALES PRICE	\$ 15,218.00
LESS TRADE-IN	
PAY OFF	
SUB-TOTAL	\$ 15,218.00
TAX	EXEMPT
DELIVERY	\$ -
MACHINE TOTAL	\$ 15,218.00
PRICE	
	\$ -
	\$ -
SUB-TOTAL	\$ -
TAX	
DELIVERY	
SUPPLY TOTAL	\$ -
TOTAL	\$ 15,218.00

THIS AMOUNT IS THE COMBINED
 MACHINE AND SUPPLY TOTALS \$ 15,218.00

By his signature affixed hereto, purchaser acknowledges that he is duly authorized to execute this Retail Order, that he has read the Agreement and that it constitutes the entire Contract between EGP and the purchaser. It is further agreed that this Retail Order and the obligations contained herein can only be modified by a subsequent writing signed by EGP and an authorized agent for the purchaser. Purchaser expressly agrees to hold EGP harmless from any and all damages or expenses incurred by EGP as a result of any default by purchaser in the payment of the purchase price reflected herein including reasonable Attorneys' fees. Title to any of the above purchased equipment does not pass to purchaser until EGP has been paid in full.

NOTE: ORDER MUST BE APPROVED BY AUTHORIZED MANAGER BEFORE BINDING ON EGP, INC.

AUTHORIZED CUSTOMER SIGNATURE _____ (PRINT) CUSTOMER NAME / TITLE _____
 EGP AUTHORIZED SIGNATURE _____ DELIVERY ACCEPTANCE SIGNATURE / DATE _____



The Document Imaging People

It is EGP's intent to Provide Solutions, Service & Support for Guaranteed Customer Satisfaction!

Comprehensive Customer Support Agreement

Customer #: LE1353 Date: 06-13-12

Name: CITY OF WILDWOOD

Address: 100 N. MAIN STREET

Phone: 352-330-1330

City: WILDWOOD, FL

Zip: 34785

Standard Maintenance Only Monthly Quarterly

**Block Contract
(Time or Usage)**

**Base & Overage
Black Copies/Prints**

**Base & Overage
Color Copies/Prints**

Copies per Cycle: _____

Copies Included: 10,000

Copies Included: NONE

Cost per Cycle: _____

Minimum Base Charge: \$75.00

Minimum Base Charge: NONE

Months per Cycle: _____

Overage cost/copy: \$.0075

Overage cost/copy: \$.05

Block contracts: Invoiced on meter cycles. Each cycle is good for a specified number of copies or period of time, whichever comes first.

Base and overage contracts: This Agreement is for one (1) year and will be invoiced for a minimum base charge plus overage at the specified intervals.

This Agreement will continue to renew annually unless THIRTY - (30) days written notice of cancellation, by either party, is given prior to the Annual Anniversary. Prices subject to change annually.

In addition to the above Comprehensive Customer Support Agreement, we have made available to you the customer, Optional Maintenance that will cover items as specified in the Platinum Upgrade only while an EGP Comprehensive Customer Support Agreement is in effect for the covered equipment.

Platinum Upgrade

By upgrading to our Platinum Coverage, you authorize EGP to add a one-time charge, per system. In exchange, EGP will install a state-of-the-art surge suppressor/energy filter and will cover print systems, fax options, scan boards and hard drives excluded in the Standard Customer Support Agreement. This surge suppressor/energy filter must be installed by a qualified EGP Technician and remain locked to the system. Removal of the surge suppressor/energy filter from the system will void the Platinum coverage.

I agree to purchase the Platinum Upgrade and understand all the terms and conditions as outlined.

I am declining to purchase the Platinum Upgrade and understand all the terms and conditions as outlined.

Signature: _____

Date: _____

Customer Service: 1-800-451-9407

Comprehensive Customer Support Agreement

3.f.2.

Under the **Standard Customer Support Agreement** EGP, Inc. will furnish all service, parts, labor, drum, developer to produce a published guaranteed yield. Copies are based on an 8.5" x 11" sheet of bond paper, in addition on "wide format" equipment copies are based on "count" (linear foot). Excludes paper, staples and any network support including maintenance required after the end-user installs software, software updates, or any changes to the operating systems are made; optional print systems, fax options, hard drives or any optional items as related to your digital system except as covered in the Platinum Upgrade.

EXCLUSION STATEMENTS

Digital Copiers: Maintenance only - Shall cover all service, parts and labor, excluding toner, developer, imaging units, maintenance kits, staples, disposal tanks, paper, optional print systems, fax options, hard drives and any network support.

Color Copiers: Maintenance only - Shall cover all service, parts and labor, excluding toner, developer, fuser oil, staples, disposal tanks and paper.

Color Printers: Maintenance only - Shall cover all service, parts and labor, excluding toner, charger units, imaging units, disposal tanks, fuser oil, fuser cleaner, fusing unit and maintenance kit/development units.

Black/White Printers: Maintenance only - Shall cover all service, parts and labor, excluding toner, drum kit, developer kit, maintenance kit, fuser unit, process unit, and scanner unit.

Facsimile: Maintenance only - Shall cover all service, parts and labor, excluding toner and imaging units.

Duplicators: Maintenance only - Shall cover all service, parts and labor, excluding ink, masters and drums.

GENERAL TERMS AND CONDITIONS

1. This Annual Maintenance Program shall not apply to repairs made necessary by accident, misuse, abuse, neglect, theft, vandalism, electrical power failure, water, acts of God, or other causality or to repairs made necessary by service performed by personnel other than EGP Inc.
2. The equipment shall be in good mechanical condition on the date of commencement of this Agreement, as determined by EGP Inc. and its service technicians.
3. This Agreement is not assignable and is automatically cancelled with respect to the particular machines, should the equipment it covers be sold to a third party.
4. In the event the equipment is moved out of EGP Inc.'s normal service area, EGP Inc. shall have the right to immediately terminate this Agreement and cease all future service on the equipment.
5. Excluded from this Agreement are modifications to the equipment and overhauls.
6. Service hours – Monday through Friday, 8:30 am – 5:00 pm. EGP Inc. will be closed on the following holidays: New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas.
7. Drums replaced as a result of normal use will be replaced at no charge. The following conditions would be the exception. Replacement of abused drums will be charged at full price. Examples of how a drum can be abused are listed below:
 - a. Touching the drum with fingers / foreign objects or use of supplies other than those recommended by the manufacturer.
 - b. Allowing machine to be used in an environment contrary to manufacturer's recommendations.
 - c. Not following customer required maintenance, as outlined by the manufacturer.
8. This Agreement does not cover:
 - a. Service necessitated by exceeding manufacturers recommended volume limitations, the malfunction of Non-Original Manufacturer's Equipment, parts, supplies, attachments, or supplies not authorized by EGP Inc.
 - b. Repairs or cleaning necessitated by the improper installation of toner, developer or foreign agents.
 - c. Exterior and add-on copy counting or monitoring devices (i.e. Hecon, Copyguard system).
 - d. Expenses incurred for supplies consumed in the course of servicing, damage or misuses by the customer are non-recoverable and replenishment of such supplies is the sole responsibility of the customer.
 - e. Equipment movements or relocations
9. Customer agrees to:
 - a. Provide suitable electrical service and maintain proper environmental conditions. (i.e. power filter & surge protection).
 - b. Pay for special servicing required to prepare the equipment for movement or to reinstall and adjust after a movement.
 - c. Provide EGP Inc. with meter readings as needed and to accept estimated meter readings based on service history.

Continued

Initial: _____

- 10. *Network Support: I hereby authorize EGP, Inc. and their representatives to operate the computer systems for purposes of testing, troubleshooting and inspection at my risk. They may install the necessary materials (both hardware and software) into the described equipment. EGP, Inc. shall not be held liable for any expenses or damages incurred during the installation or use of the above hardware or software by EGP or yourself.*
- 11. *Installation Agreement and Disclosure: I hereby authorize EGP Inc. and their representatives to operate the computer systems for purposes of testing, troubleshooting and inspection at my risk. They may install the necessary materials (both hardware and software) into the described equipment. EGP Inc. shall not be held liable for any expenses or damages incurred during the installation or use of the above hardware or software by EGP, yourself or any third party. I agree not to hold EGP Inc. responsible for any loss or damage due to fire, theft, accident, or by any other cause. I acknowledge that an integral part of this installation procedure and normal operation of a computer system is the performance of regular back-ups. EGP Inc. will not perform a back-up of my computer systems, and I hereby release EGP Inc. from any liability regarding lost data on any fixed or removable drives.*
- 12. *Software Agreement: By using the provided software and associated materials, the user agrees that they have read, understood and will comply with the following Agreement. This software and any associated material is provided "as-is" and EGP Inc. makes no representations or warranties, including but not limited to the use, ownership, portability, or distribution of the provided software. EGP Inc. shall not be liable for any damages or expenses incurred, with respect to any claims by the user or any third party, arising from the installation, use or the inability to use the provided software and associated material. Title to the copyright of the software and associated materials shall at all times remain with the creator. Any use, distribution, copying, or modifying of the software or associated materials shall be subject to the terms of the creator.*
- 13. *Recommended Computer Requirements: I understand that the digital equipment may not function properly on computer systems or networks that have not met the specified minimum requirements. Any expenses incurred while satisfying the network and computer systems hardware or software requirements by the user, EGP Inc. or any third party shall be the sole responsibility of the purchaser. No refunds of installation fees will be given if all minimum requirements are not satisfied.*
- 14. *This Agreement contains the entire understanding, Agreement and contract between EGP Inc., and the Customer and each agrees that no representation, warranty or covenant was made by or on behalf of the other that is not contained in the Agreement, and that in entering into this Agreement neither party relied upon any representation, warranty or covenant not herein contained.*
- 15. *Handwritten and/or typewritten provisions inserted into this Agreement initiated by both parties and approved by an EGP Authorized Officer shall control over the typewritten provisions in conflict therewith.*
- 16. *This Agreement shall be governed by, and interpreted and enforced in accordance with the laws of the State of Florida.*
- 17. *If any legal action or other proceeding or action is brought forth for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of the Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs, and all other expenses, even if not taxable court costs (including without limitation, all such fees, costs and expenses incident of arbitration, appellate, bankruptcy, and post-judgement proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Furthermore, the Customer agrees to pay all costs of collection including reasonable attorney's fees whether suit be brought or not, incurred by EGP Inc., in collecting any past due balances or recovering any equipment.*
- 18. *Customer's exclusive remedy and EGP Inc.'s entire liability, in contract, tort, or otherwise, shall be to make all necessary repairs to the Equipment and to keep the Equipment in good operating condition. In no event shall EGP Inc. be liable for any indirect, special or consequential damages arising from the Agreement or the use of the Equipment or any service provided under this Agreement.*
- 19. *In the event the Agreement is terminated prior to the end of the Agreement term, either by the Customer or by EGP Inc. as a result of a Customer default, the Customer shall nonetheless be obligated to pay EGP Inc. all amounts due for the balance of the Agreement term. These amounts shall be accelerated and become due and payable immediately upon such termination.*

By signing, you agree that you have read, understand and will comply with all terms, conditions and statements listed. This Agreement must be approved by an EGP Authorized Officer before binding on EGP, Inc.

Customer:

Name: _____ Date: _____
(Please Print)

Signature: _____ Title: _____

EGP Authorized Officer:

Signature: _____ Date: _____

Customer Service Scan Verified No. _____

Comprehensive Customer Support Agreement

Equipment

Machine Type KYOCERA Model#: TA6550CI Serial#

Start Meter Black Color Total ID #

Ship To Address CITY MANAGER'S OFFICE Phone# 352-330-1330

City State Zip

Platinum Coverage Protector SPF Serial#

Machine Type Model#: Serial#

Start Meter Black Color Total ID #

Ship To Address Phone#

City State Zip

Platinum Coverage Protector Serial#

Machine Type Model#: Serial#

Start Meter Black Color Total ID #

Ship To Address Phone#

City State Zip

Platinum Coverage Protector Serial#

Machine Type Model#: Serial#

Start Meter Black Color Total ID #

Ship To Address Phone#

City State Zip

Platinum Coverage Protector Serial#

Machine Type Model#: Serial#

Start Meter Black Color Total ID #

Ship To Address Phone#

City State Zip

Platinum Coverage Protector Serial#

Initial:

Additional Equipment (See Schedule A)

CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: Blue Moon Ranch Equestrian Summer Programs Request for Donation

REQUESTED ACTION: Board's Option

City Resolution No. 1027 (10/13/08) creates policy regarding charitable contributions and prohibits financial support to any charity (copy attached)

Work Session (Report Only)
 Regular Meeting

DATE OF MEETING: 6/25/12
 Special Meeting

CONTRACT: N/A

Effective Date: _____
Managing Division / Dept: _____

Vendor/Entity: _____
Termination Date: _____

BUDGET IMPACT: _____

Annual
 Capital
 N/A

FUNDING SOURCE: _____
EXPENDITURE ACCOUNT: _____

HISTORY/FACTS/ISSUES:

On June 20th, City Manager Cannon met with Mr. Norvel Scott and Ms. Phillips, a representative from Blue Moon Ranch who were requesting a monetary donation from the City to sponsor a number of under privileged youth to attend an equestrian summer day camp program. City Manager Cannon informed them that he himself could not grant their request as this was a decision the City Commission would have to make and that he would add their request to the Commission Agenda for June 25th.

City Manager Cannon who is still new to the City was unaware at the time he met with Mr. Scott and Ms. Phillips of the City's Resolution No. 1027, executed 10/13/2008 creating a policy regarding charitable contributions from the City of Wildwood which specifically states the City shall not provide financial support to any charity.

Additional facts: The Blue Moon Ranch is not located within the City of Wildwood's corporate boundaries; children may not all be City residents and donation requests are requested to be sent to S.P.I.R.I.T and L.O.V.E. Outreach Ministries, a religious 501(c)3 organization.

P. Law
Admin. Support Specialist

RESOLUTION NO. 1027

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILDWOOD, FLORIDA, CREATING A POLICY REGARDING CHARITABLE CONTRIBUTIONS FROM THE CITY OF WILDWOOD; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Wildwood has always had requests for charitable donations; and,

WHEREAS, the frequency and amount of requested charitable donations has increased over the years; and,

WHEREAS, the City of Wildwood wants to assure it can meet the needs of its citizens in this challenging economic climate.

NOW THEREFORE, BE IT RESOLVED, by the City Commission of the City of Wildwood, Florida:

SECTION 1. The City of Wildwood shall not provide financial support to any charity.

SECTION 2. The City will consider the waiver of certain fees (i.e., city staff, rental, etc.) to organizations that are nonprofit and serving a public purpose.

SECTION 3. The determination of whether or not a waiver should be granted shall be made by the City Manager.

SECTION 4. The City Manager shall have discretion to grant any such waiver if the City Manager determines that:

- a. The organization is not for profit as defined by Federal IRS regulations.
- b. The waiver sought by the organization will serve a valid public purpose.
- c. A valid public purpose shall include, but not be limited to, any purpose that benefits the health, safety and/or welfare of the citizens of the City of Wildwood.

PASSED AND RESOLVED, this 13th day of October, 2008.

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

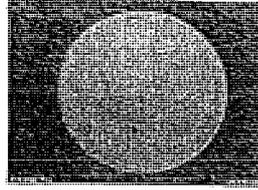
SEAL

ATTEST: Joseph Jacobs
Joseph Jacobs, City Clerk

BY: Ed Wolf
Ed Wolf, Mayor

Blue Moon Ranch

Public Horse Riding Facility
4605 CR 134
Wildwood, Florida 34785



Trail Rides -Indoor/
Outdoor Arena
Riding Lessons
Day Camps and
Private Parties

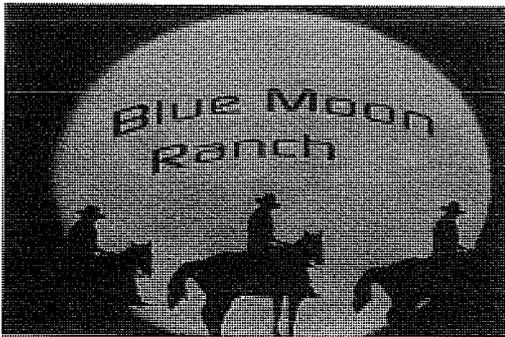
Call For Reservations
352-418-5001

D'Anne Phillips
Kathy Wildenaur
Becca Amy
Owners/Operators

Directions To Blue Moon Ranch

From Interstate 75: (South of Ocala and North of Tampa) Take Wildwood/Inverness Exit Hwy 44. Go east on Hwy 44 to Powell Turn Left on Powell. Go past roads 44a and 466a (lights) Turn left on CR 134. Ranch is on left.

From Orlando:
Take Florida Turn Pike West to Hwy 301.
Turn left (north) on 301. Go to Hwy 44. Turn right. (east) Go To Powell and turn left (north). Go past roads 44a and 466a to CR134 and turn left. Ranch is on left.



Blue Moon Ranch, 352-578-4947

4605 CR 134, Wildwood, Florida 34785

Make a Difference in the Life of a Child

Your investment in the lives of underprivileged children and youth living in and around Sumter County will make a difference in their lives and have a positive impact in your community. Our mission is providing horse programs that teach children life and leadership skills as well as provide support and opportunities that these children would not have access.

The Blue Moon Ranch is committed to partnering with the community to increase our ability to build caring, confident youth and future leaders. This would only be made possible by the support of stakeholders who recognize and champion the value of investing in our youth. Your gift helps ensure that the Blue Moon Ranch and community partners will continue making a positive impact on young people in our community.

Donate now by sending check to:
S.P.I.R.I.T and L.O.V.E Outreach Ministries
P.O. Box 951
Wildwood, FL 34785-0951

Thank you for your generosity that allows us to continue to provide life-changing adventures and experiences for children with horses.

Donation amount Information:

Name of Donor _____

Address _____

Street, City, State, Zip Code

Phone Number _____ Email _____

Amount of Donation: \$ _____

Is this gift in memory of someone? Yes _____ No _____

Name _____

Blue Moon Ranch and S.P.I.R.I.T and LO.V.E Outreach Ministries Proposal For Equestrian Programs For Wildwood Youth

Blue Moon Ranch LLC

4605 CR 134, Wildwood, FL

Phone- 352-578-4947

D'Anne Phillips- Chief Executive and Financial Officer

Kathy Wildenauer- Chief Program Officer

Rebecca Amy- Chief Operations Officer

D'Anne, Kathy, and Rebecca have more than 30 years experience developing and providing safe, quality experiences for children and teens that develops life skills to support positive youth development.

The Need

Children and teens that reside in and around the city of Wildwood are in need of opportunities and supports to become self directed, caring adults. Dropout and suspension rates have increased among school age youth. Alcohol and substance abuse continues to be on the rise, debilitating the children and their lives. Though there are many activities that youth may be a part of, underprivileged youth are many times excluded from lack of money, parental support or other means of funding. These children and teens need educational activities and supports to learn life skills that will increase their opportunities for being successful adults.

The Life Enhancing Benefits of Horses

Character Development

Handling, riding and caring for a horse or pony develops responsibility, accountability, patience, level-headedness, empathy, kindness, and self discipline.

Scholastic Enhancement

The perseverance needed to ride a horse well can translate into improved performance in the classroom

Health Benefits

Riding is great exercise. Apart from its aerobic benefits, riding also helps children develop balance, coordination and flexibility. In addition, activities involved in

caring for a horse—grooming, hauling buckets and saddles, and cleaning stalls makes for a great upper body work out.

The Program Proposal

By enriching lives through equestrian activities, the Blue Moon Ranch and the S.P.I.R.I.T and L.O.V.E. Outreach Ministries would like to collaborate for the purpose of providing programs for underprivileged and underserved children and teens. These programs will help children and teens who are experiencing challenges in their lives to overcome these obstacles by working with horses in experiential educational programs that support academic achievement and foster enhanced self-esteem, sense of responsibility, respect, collaboration and teamwork. In addition, these programs will build leadership, responsibility, and confidence in youth by providing a comprehensive hands-on learning experience that emphasizes teamwork and follows a curriculum focused on horsemanship and equine care. Our program of equestrian activities is built on professionalism and trust with a focus on leadership and respect. Blue Moon Ranch programs foster multicultural diversity awareness utilizing horses to build riding skills and in that process helps youngsters develop growth in education and social areas. Horses provide the common link for participants who bridge racial, ethnic and socioeconomic isolation to work collaboratively in programs and projects. Personal growth and individual achievement is fostered for underprivileged children and youth through special partnerships with horses.

Program Goals

- Build confidence and self-esteem.
- Provide foundational knowledge and skills necessary for good horsemanship.
- Promote better physical fitness as well as overall balance and coordination.
- Encourage campers to take on responsibility and experience the benefits of a relationship with a horse
- Provide participants the opportunity to increase acquired skills through practice – working toward independence.
- Provide participants with information regarding horsemanship, conservation and environmental career path opportunities

Blue Moon Ranch Facilities and Activities:

Equestrian Center provides led rides, trail rides and other equestrian programs utilizing outdoor and *indoor* riding arena.

Other Available Activities:

Team-Building Challenge Activities - To employ adventure experiences as teaching methodology to safely promote interpersonal growth, wholesome recreation, and strengthened relationships. While the choice of activities, length and intensity, and specific objectives may vary depending on the needs of groups, safety, and respect for each participant are constant focuses.

Environmental or Outdoor Education- teach conservation in a fun way by providing an opportunity for diverse youth to better understand the environmental problems related to in their community and how they can help solve these problems. In addition, to encourage children and youth to explore career paths in conservation, horsemanship by providing the participants with exposure to the various career possibilities in different environmental careers.

Archery Range – Basic Archery instruction facilitated by certified instructors combining proven teaching techniques with lesson plans, instructor training and easy equipment access. Many of the skills can be learned in just a few minutes, leaving plenty of time for shooting.

Program Costs

The care and upkeep of horses has become very expensive. Most horses owned by Blue Moon Ranch have been rescued from circumstances related to their upkeep. Providing trained leadership to facilitate programs has become costly due to the economy.

Topics Covered- “Horse Basics”

1. Basic care & feeding of the horse.
2. Grooming.
3. Tack & tacking up.
4. Learning to communicate with the horse (verbal and non-verbal).
5. Demonstration by an equestrian professional.

Program Details

Half Day- 9-12:30 (Horse Basics)

\$15 per participant

Full Day- Basic plus Numerous riding skills to be practiced during daily ride time.

\$30 per participant

Week long camps run from Monday to Friday, 8:30 – 5:30pm daily at the Blue Moon Ranch.

\$150 per week per participant/Price break for two children from same family

Campers bring a bag lunch & drink. Water and daily snack will be provided.

Each camper will make a scrapbook to take home as memorabilia of their week

Sample Schedule

Half Day

9:00am Arrive/Welcome

9:15am Horse Care Basics

10:30am Groundwork

12:00pm Lunch

12:30pm Off You Go

Full Day

8:30 Arrive/Welcome

9:00am Circle Up & Horse Care Basics

10:30am Groundwork

12:00pm Lunch

12:30pm Groom/Tack-up

1:00pm Mounted activity

2:15pm Mounted Activity

3:30pm Reflection and Scrapbooking

5:30pm Off You Go



4605 CR 134, Wildwood Fl. 34785

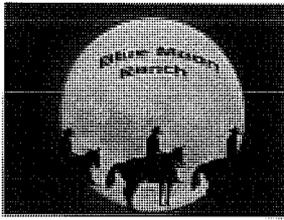
Open House June 8th, 7pm-9pm

Fun filled evening with a live band and scrumptious food.

Our mission is to provide everyone ages 6-70 a safe fun experience with our horses.



Neon Truckers



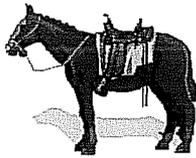
4605 CR 134, Wildwood FL 34758

Blue Moon Ranch

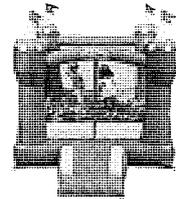
Open House & Family Fun Day

Saturday, June 9th

10am - 5pm



Horseback Rides



Bouncy House



Clowns & Face Painting



Concessions

For more information contact D'Anne 352-578-4947

FRIDAY NIGHT June 8—NEON TRUCKERS—7-9pm

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: SP 1204-02 Police Tower Site Plan

REQUESTED ACTION: Site Plan approval (SP 1204-02) to co-locate an existing antenna, including a shelter building, generator, and gas storage tank on Parcel G07A001.

Work Session (Report Only) **DATE OF MEETING:** 6/25/2012
 Regular Meeting Special Meeting

CONTRACT: N/A Vendor/Entity: _____
Effective Date: _____ Termination Date: _____
Managing Division / Dept: _____

BUDGET IMPACT: _____

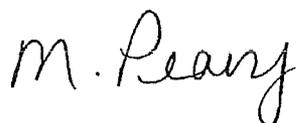
Annual **FUNDING SOURCE:** _____
 Capital **EXPENDITURE ACCOUNT:** _____
 N/A

HISTORY/FACTS/ISSUES:

The applicant seeks Site Plan approval from the City Commission to co-locate an existing antenna, including a shelter building, generator, and gas storage tank. **Staff recommends approval of the Site Plan, subject to approval of the application for planned development (case number RZ 1204-01, presented at today's meeting), and approval, exemption or permitting of the project by all agencies of competent jurisdiction.**

The 1.42 +/- acre subject parcel is generally located to the south of the intersection of US Hwy 301 (Main Street) and County Road 44A (Huey Street). The property is currently used as a communications tower utilized by the City of Wildwood Police Department and the Sumter County Fire and Emergency Management Services. Improvements are necessary to the tower site, and a Planned Development was proposed so the Project will be a conforming use under the Land Development Regulations so that the proposed Site Plan may move forward.

Case SP 1204-02 was considered by the Planning & Zoning Board/Special Magistrate on Tuesday, June 5, 2012. The Planning & Zoning Board/Special Magistrate gave a favorable recommendation of the Site Plan to the City Commission.



Melanie Peavy
Development Services Director

City of Wildwood
Planning & Zoning Board/Special Magistrate

The case below was heard on Tuesday, June 5, 2012 by the Special Magistrate. The applicant seeks Site Plan approval and favorable recommendation from the Wildwood Planning and Zoning Board/Special Magistrate to co-locate an existing antenna, including a shelter building, generator, and gas storage tank. The site is generally located to the south of the intersection of US Hwy 301 (Main Street) and County Road 44A (Huey Street).

Case: SP 1204-02

Parcel(s): G07A001

Owner: City of Wildwood

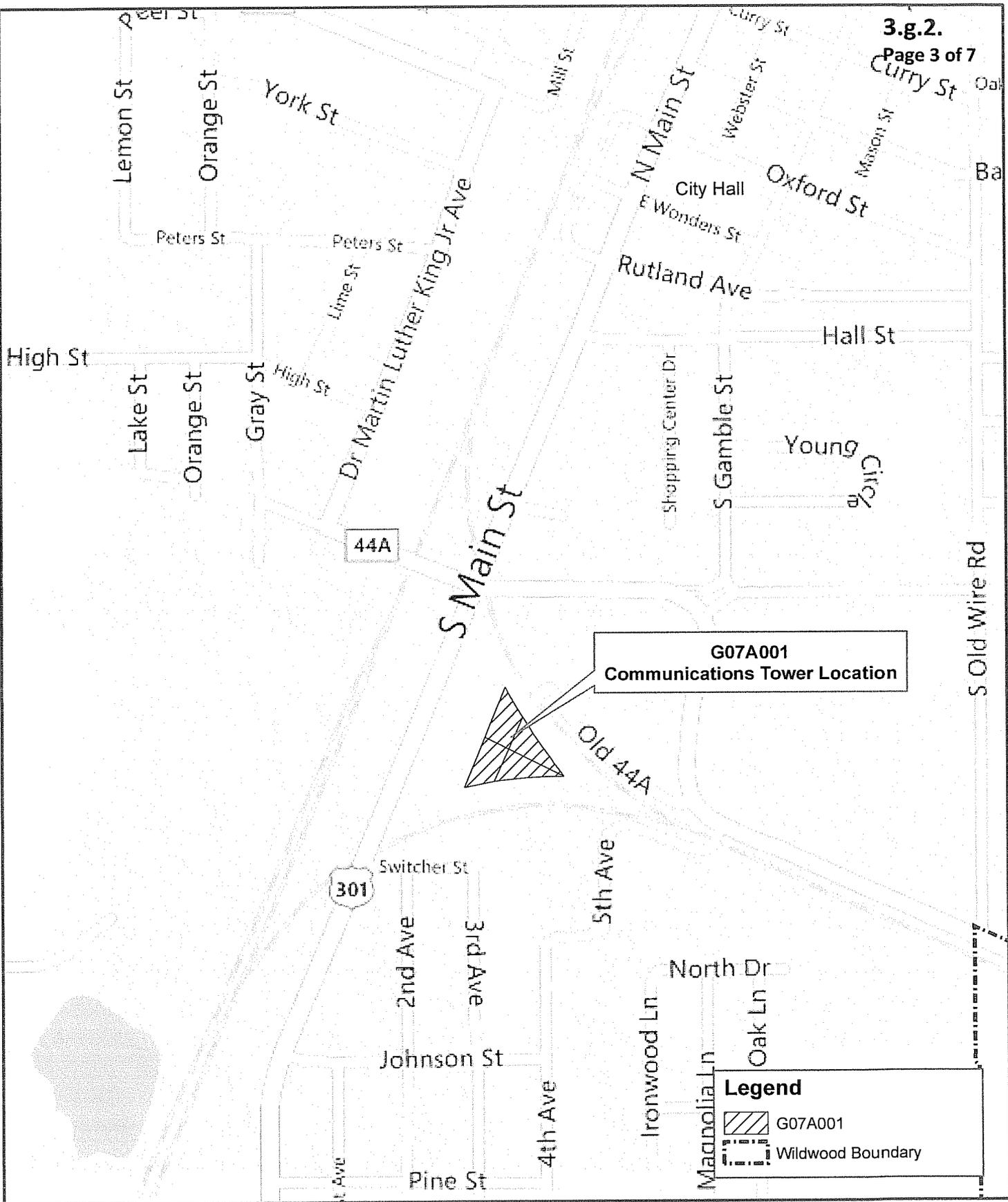
Applicant: Brian Ely – BECC Contracting, Inc.

Based upon the testimony and information presented, the Special Magistrate recommends approval of the Site Plan, subject to approval of the application for planned development (Ordinance O2012-19, Case number RZ 1204-01), and approval, exemption, or permitting of the project by all agencies of competent jurisdiction.

Dated: June 11, 2012



Archie O. Lowry, Jr.
Special Magistrate, City of Wildwood



G07A001
Communications Tower Location

Legend

-  G07A001
-  Wildwood Boundary



1 inch = 500 feet

G07A001
Communications Tower Location
City of Wildwood, Florida



NOTES

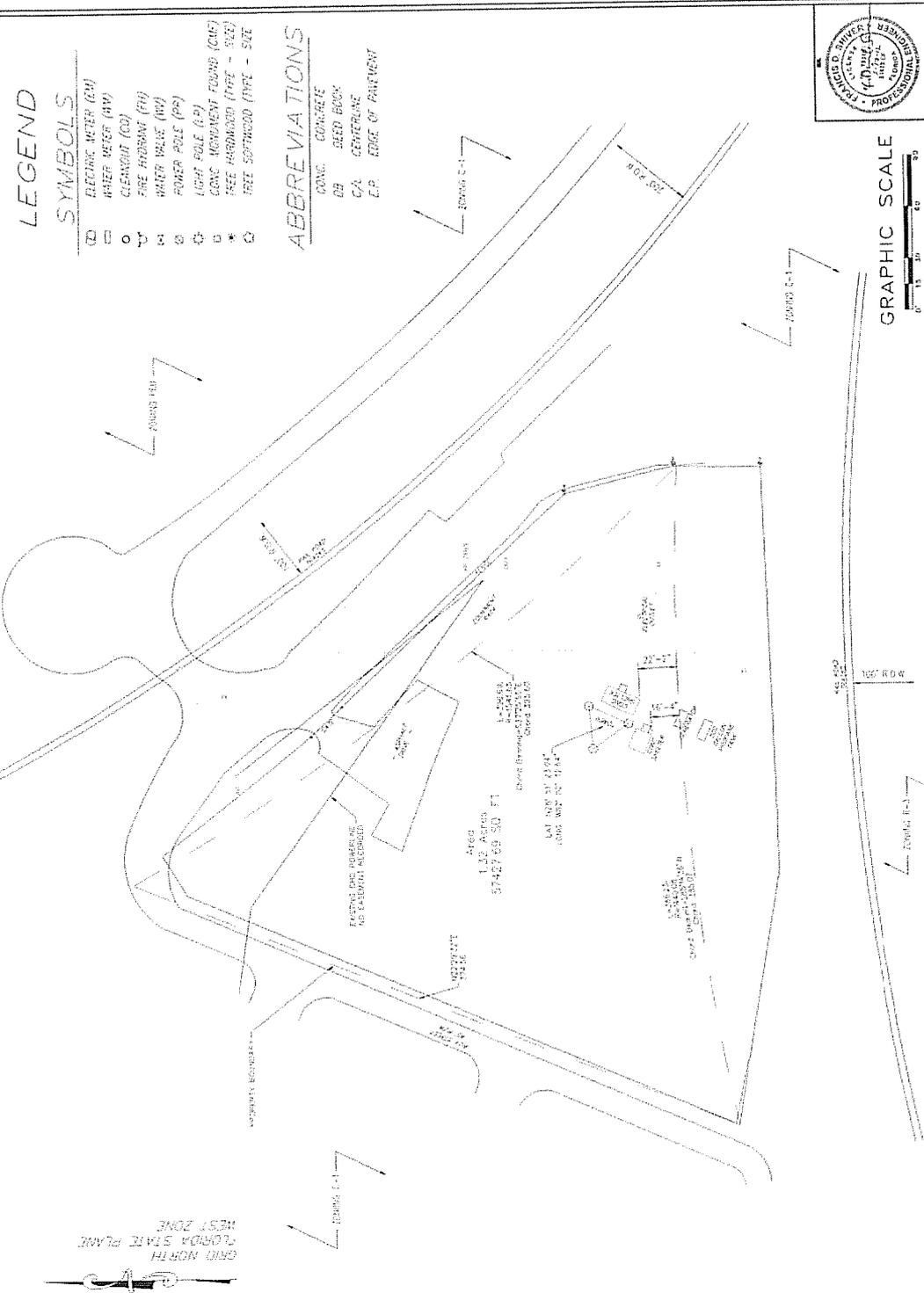
1. THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF MOTOROLA AND EXCLUSIVELY FOR THE DETECTION OF THE COSTING SITE CONDITIONS. THIS MAP IS NOT INTENDED TO SHOW AND SHALL NOT BE USED AS AN EVIDENCE OF OWNERSHIP OR INTEREST IN THE SUBJECT PROPERTY.

2. THIS PROPERTY MAY BE SUBJECT TO EASEMENTS, RESTRICTIONS, RIGHTS OF WAY OR ANY OTHER RESTRICTIONS WHICH WOULD BE DISCLOSED BY AN ACCURATE TITLE SEARCH AND BOUNDARY SURVEY. THEREFORE, ACCEPTOR IS TAKEN TO A.W. SUCH ITEMS.

3. THE FIELD DATA UPON WHICH THIS PLAT IS BASED WAS COLLECTED 01/13/12 USING A TOPCON GPS STATION TOTAL STATION AND TOPCON HIPER XT DUAL FREQUENCY GPS RECEIVERS.

4. THE HORIZONTAL AND VERTICAL DATA FROM WHICH THIS SURVEY WAS PREPARED WAS ESTABLISHED BY GPS STATIC OBSERVATIONS PERFORMED ON 03/12/12 AND 03/13/12 BY THE NATIONAL GEODESIC SURVEY CENTER POSITIONING USER SERVICE (PUS) ON 03/20/12 AND 03/21/12 (USAG 93), AND THE NORTH AMERICAN VERTICAL DATUM 83 (NAVD 83). THE NORTH AMERICAN VERTICAL DATUM 83 (NAVD 83).

5. THE UTILITIES SHOWN HEREON HAVE BEEN LOCATED FROM PUBLIC RECORDS, UTILITY COMPANIES, THE SURVEYOR MAKES NO REPRESENTATION THAT THE UTILITIES SHOWN COMPREHEND ALL UTILITIES IN THE AREA, EITHER IN SERVICE OR DISCONTINUED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. HOWEVER, HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.



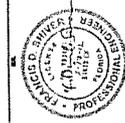
LEGEND

SYMBOLS

- ELECTRIC METER (EM)
- WATER METER (WM)
- CLEANOUT (CO)
- FUSE ARRESTOR (FA)
- WATER VALVE (WV)
- POWER POLE (PP)
- LIGHT POLE (LP)
- CONC. MONUMENT FOUND (CMF)
- TREE REMOVED (TRF - SIZE)
- TREE SURVIVED (TRF - SIZE)

ABBREVIATIONS

- CONC. CONCRETE
- OB. OBED BLOCK
- CA. CENTERLINE
- E.P. EDGE OF PAVEMENT



GRAPHIC SCALE
0 15 30 45 60

<p>amec AMEC ENGINEERING AND INFRASTRUCTURE, INC. 3200 TOWNFORD DRIVE N.W., SUITE 100 KENNESAW, GA 30144 PHONE: (770) 431-3600 FAX: (770) 421-3456</p>	<p>MOTOROLA 1700 DELLE MEADE COURT LAWRENCEVILLE, GEORGIA 30043 PHONE: (770) 674 5087 FAX: (770) 334 9500</p>	<p>WILDWOOD PD 400 ROY STREET WILDWOOD, FLORIDA 34785</p>
		<p>SRI SITE TOPOGRAPHICAL SURVEY</p>

BOUNDARY SURVEY

LEGAL DESCRIPTION:

LOTS 1, 2, 3 AND 4, BLOCK "1", R.D. GRAY SUBDIVISION OF LOT 4 OF THE "Y", AS PER PLAT BOOK 1, PAGE 70, PUBLIC RECORDS OF SUMNER COUNTY, FLORIDA.

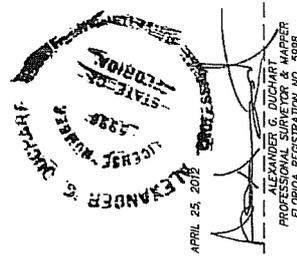
SURVEYOR'S NOTES:

1. BEARINGS SHOWN HEREON ARE ASSUMED, REFERRED TO THE EAST LINE OF ROY STREET, HAVING A BEARING OF N23°00'00"E, ASSUMED.
2. BUILDING SETBACKS SHOWN HEREON WERE TAKEN AT THE FOUNDATION OF BUILDING.
3. VISIBLE EASEMENTS OR ENCROACHMENTS ARE SHOWN OR NOTED HEREON.
4. THE SYMBOLS REFLECTED IN THE LEGEND AND ON THIS SURVEY MAY HAVE BEEN ENLARGED FOR CLARITY. THE SYMBOLS HAVE BEEN PLOTTED AT THE CENTER OF THE FIELD LOCATION AND MAY NOT REPRESENT THE ACTUAL SHAPE OR SIZE OF THE FEATURE.
5. UNDERGROUND IMPROVEMENTS, UTILITIES OR ENCROACHMENTS NOT LOCATED.
6. THIS SURVEY WAS CONDUCTED WITHOUT THE BENEFIT OF A TITLE REPORT OR TITLE ABSTRACT AND THEREFORE MAY NOT NECESSARILY SHOW ALL RIGHTS-OF-WAY, EASEMENTS OR OTHER ENCUMBRANCES OF RECORD.

ABBREVIATIONS:

- A = CENTRAL ANGLE
- AL = ALIEN INTEREST
- OHW = OVERHEAD WIRES
- FP = POWER POLE
- R = FOUND 5/8" IRON ROD & CAP "NO.I.D."
- L = ARC LENGTH
- C = CHORD DISTANCE
- A/C = CHORD ANCHOR
- CB = CHORD BEARING
- I.D. = IDENTIFICATION
- B.L.D. = BUILDING
- T.T. = TELEPHONE TANKS
- E.M. = ELECTRIC METER
- TV = CABLE TELEVISION BOX

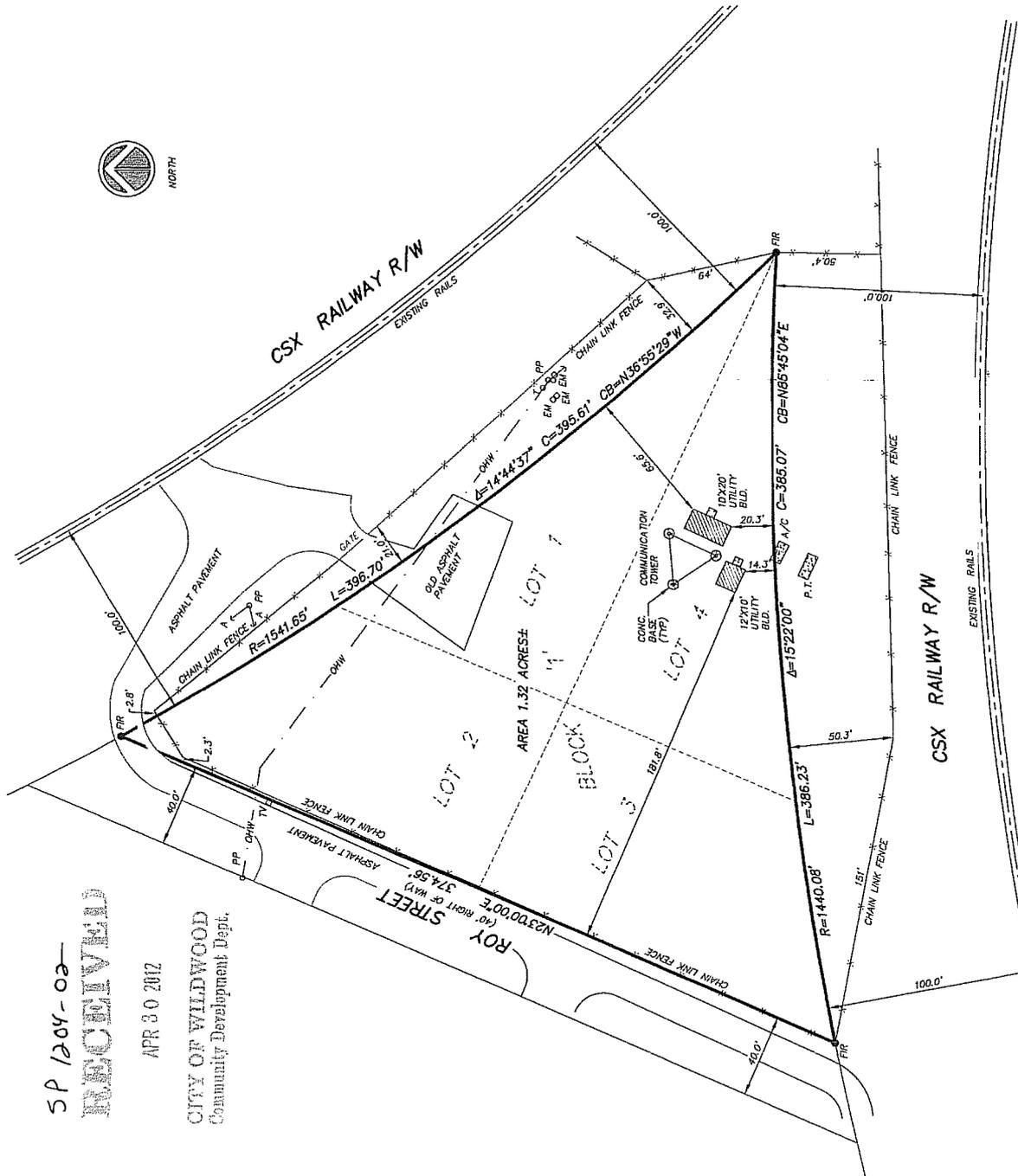
CERTIFIED TO:
CITY OF WILDWOOD



ALEXANDER G. RUCHART
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 5998

CLIENT: WILDWOOD	DATE: 04-23-12
JOB NO.:	04-23-12
ACAD FILE:	WILSON
FLORIDA LICENSE NO.:	15386
ISSUED BY:	04-23-12
REVISIONS:	30 - FIELD BOOK ADJUST-PROG
DATE:	

ADJUNCT LAND SURVEYING, INC.
 3433 RESURF AVENUE EAST
 WILDWOOD, FL 34209
 (813) 437-1800
 1-800-402-8788
 www.adjunclandsurveying.com



SP 1204-02-
RECEIVED
 APR 30 2012
 CITY OF WILDWOOD
 Community Development Dept.

1" = 50'

**CITY OF WILDWOOD
EXECUTIVE SUMMARY**

SUBJECT: Donation of the Historical Baker Home with five acres and a 20' wide easement between C-44A and SR 44

REQUESTED ACTION: To accept the donation with the two conditions placed upon it and complete the process before the end of this calendar year; Approval for City Attorney to order a Title Search and begin drawing up an agreement.

- Work Session (Report Only)
 Regular Meeting

DATE OF MEETING: 6/25/12
 Special Meeting

CONTRACT: N/A
Effective Date: _____
Managing Division / Dept: _____

Vendor/Entity: _____
Termination Date: _____

BUDGET IMPACT: _____

- Annual
 Capital
 N/A

FUNDING SOURCE: _____
EXPENDITURE ACCOUNT: _____

HISTORY/FACTS/ISSUES:

The Baker Family has been working with the newly appointed Wildwood Area Historical Board regarding donation of the Historic Baker Home & Property. The Baker Family Corporation has agreed to donate the Historical Baker House and five acres located on C-44A to the City of Wildwood. In addition, they are offering a twenty foot wide easement that runs from C-44A to SR 44 if the City wants to accept it as well. The thought behind this offering is to give the City access to the property from SR 44 should C-44A ever be closed in the future due to development all around it and there being no way to access the five acre Home property. This strip opens on SR 44 across from the County's Lake Okahumpka Park. The Baker Corporation would like to utilize these gifts as a tax deductible donation.

The Baker Corporation has two conditions they would like to place on the donation; both would be favorable outcomes to the City if the City accepts the donation.

The Baker's are working on getting the property appraised.

The City would need to approve for Attorney Blair to do a Title Search and draw up an Agreement accepting the properties.

P. Law
Admin. Support Specialist &
City Liaison to the Wildwood Area Historical Board

June 21, 2012

City of Wildwood
Att: Mayor Wolf
Main St.
Wildwood, FL 34785

Re: Donation of Baker Historical Home

Dear Mayor Wolf:

As you know, Bakers Properties, Inc. has sold its property in Sumter County to The Villages with the exception of the historical Baker house and 5 acres located on C-44A. Members of the family would very much like to see this home preserved for historical purposes as it represents a significant architectural structure and was the home of members of the Baker family who served Sumter County in the legislature and who were prominent members of Sumter County society.

The Baker family would like to see the property be set aside permanently for historical purposes but would not object to other uses such as parks and recreation.

The corporation agreed with The Villages to provide a mechanism for The Villages to acquire the property if it was not set aside for historical purposes and maintained as such for at least 5 years. We discussed the granting of an option, right of first refusal or possibly some other legal mechanism so long as the city or some other donee did not object and so long as this would not affect the ability of the Baker corporation to utilize the gift as a tax deductible donation. We are still looking into this last aspect.

The only other condition we would like to place on the donation is that if the City were to have no alternative but to sell the property in the future, that any proceeds would be set aside and dedicated to historical preservation and parks and recreation instead of used as general funds.

So that we can know how to proceed, please let us know if the city is willing to accept this donation and whether the 2 conditions mentioned are acceptable or not. We need to complete this process this calendar year. Please contact us if you have any questions or contact our attorney Randall Thornton.

Sincerely,



Carleton Baker, Pres.

AND LESS A FIVE (5)-ACRE PARCEL BEING BOUNDED ON THE SOUTHERLY SIDE BY COUNTY ROAD 44-A, ON THE EASTERLY SIDE BY PROPERTY DESCRIBED IN O.R. BOOK 450, PAGE 628 AND ON THE WESTERLY SIDE BY PROPERTY DESCRIBED IN O.R. BOOK 1106, PAGE 84, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LYING WITHIN SECTION 15, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NW1/4 OF THE NW1/4 OF SAID SECTION 15; THENCE ALONG THE WEST LINE OF THE NW1/4 OF SECTION 15 RUN SOUTH A DISTANCE OF 152.83 FEET TO A CONCRETE MONUMENT ON THE NORTH LINE OF PROPERTY DESCRIBED IN O.R. BOOK 1106, PAGE 60, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE RUN EAST ALONG AFORESAID NORTH LINE AND ALONG THE NORTH LINE OF PROPERTY DESCRIBED IN O.R. BOOK 1106, PAGE 84, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, A DISTANCE OF 839.75 FEET TO A CONCRETE MONUMENT AT THE NORTHEAST CORNER OF AFORESAID PROPERTY IN O.R. BOOK 1106, PAGE 84; THENCE ALONG THE EASTERLY LINE OF AFORESAID PROPERTY RUN S26°26'40"W A DISTANCE OF 608.08 FEET TO A CONCRETE MONUMENT FOR THE POINT OF BEGINNING; THENCE DEPARTING SAID EASTERLY LINE RUN S52°10'43"E A DISTANCE OF 601.12 FEET, MORE OR LESS, TO THE WESTERLY LINE OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 450, PAGE 628, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE ALONG SAID WESTERLY LINE RUN SOUTHWESTERLY TO THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 44-A; THENCE ALONG SAID RIGHT-OF-WAY LINE RUN NORTHWESTERLY TO A POINT THAT BEARS S26°26'40"W OF THE POINT OF BEGINNING; SAID POINT ALSO BEING ON THE AFORESAID EASTERLY LINE OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 1106, PAGE 84; THENCE ALONG SAID EASTERLY LINE RUN N26°26'40"E TO THE POINT OF BEGINNING.

REC. 609 4 of 833

5.00
1.00
6.00

This instrument prepared by:
Randall N. Thornton
Attorney at Law
P. O. Box 58
Lake Panasoffkee, Fl 33538

R

SARA H. MASON
CLERK OF CIRCUIT COURT
SUMMIT COUNTY, FLORIDA

FILED IN OFFICE OF
CLERK OF CIRCUIT COURT
SUMMIT COUNTY, FLORIDA
OCT 21 2 40 PM '96

EASEMENT

Grantor, BAKERS PROPERTIES, INC., a Florida Corporation, in consideration of \$10.00 and other good and valuable consideration received from Grantee, MARY B. BROWN and BRYAN K. BENSON, does hereby this 24th day of September, 1996, grant and convey to the grantee a non-exclusive, perpetual easement, license and privilege of ingress and egress and utilities over and across the following described real property (Tax Parcel #):

Commence at the Southwest corner of the NW 1/4 of the NW 1/4 of Section 15, Township 19 South, Range 23 East; thence run South along the West line of the NW 1/4 a distance of 865.42 feet to the center line of Seaboard Coast Line Railroad; thence run S 52°08'08" E along the center line of the above said Seaboard Coast Line Railroad a distance of 531.53 feet to the Point of Beginning.
1) Thence continue S52°08'08" E along said Seaboard Coast Line Railroad a distance of 20.00 feet; 2) Thence run S 39°33'06" W a distance of 602.60 feet to the Northerly right-of-way line of State Road 44, said point being on a curve concave Southwesterly and having a radius of 5779.58 feet; and a radial bearing of S 29°05'46" W; 3) Thence run Northwesterly along the arc of said curve and Northerly right-of-way of State Road 44 an arc distance of 20.34 feet; said arc having a central angle of 00°12'06" a chord bearing of N 61°00'17" W and a chord distance of 20.34 feet; 4) Thence run N 39°33'06" E a distance of 605.74 feet to the point of beginning to close. LESS that portion lying in the old right-of-way of Seaboard Coast Line Railroad.*

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals in the presence of the following witnesses the day and year first above written.

WITNESSES

Sign: Vanessa Boyce
Print: Vanessa Boyce
Sign: Wendy Williams
Print: Wendy Williams

BAKERS PROPERTIES, INC.
Randall N. Thornton
By: _____, Pres.

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Special Event – Care for Kids Inc. 5K Walk

REQUESTED ACTION: Approval of use of City property and a Police escort for Care for Kids, Inc. 5K Walk (Board Option)

Work Session (Report Only)
 Regular Meeting

DATE OF MEETING: 6/25/12
 Special Meeting

CONTRACT: N/A
Effective Date: _____
Managing Division / Dept: _____

Vendor/Entity: _____
Termination Date: _____

BUDGET IMPACT: _____

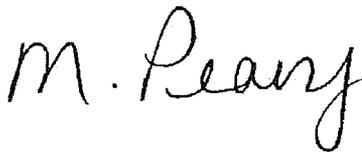
Annual
 Capital
 N/A

FUNDING SOURCE: _____
EXPENDITURE ACCOUNT: _____

HISTORY/FACTS/ISSUES:

The applicant (Carolyn Ford / God's Glory Ministries and Care for Kids, Inc.) seeks approval from the City Commission to use a City-owned lot (parcel G06L076) at the southwest corner of Barwick and Webster streets on July 7th, 2012, as a staging point from 6 am to 8 am for their 5K Walk-A-Thon fundraiser.

No road closures are being requested; however, Ms. Ford has requested a police escort for the walkers and the staging of three stations for water and first aid along the sidewalks of the route.



Melanie Peavy
Development Services Director

Our Children's Education is Worth Walking /Running for"

206 N. Main Street. Wildwood. Florida 34785

To: City Hall

6-7-2012

From: Carolyn Ford (Event Coordinator)

We, (Carolyn Ford) and members of God's Glory Ministries would like to use your parking Lot, in back of our church; address is 206 N. Main Street, Wildwood, Florida, also some of your side streets for our event, also the police escort if possible.

There are never any reasons for road closure due to the route we use and the time of day the event is scheduled.

On, July 7th, 2012, we'll be placing a 5K Walk-A-Thon, for this is one of our fundraisers, for our back to school bash / program on the Aug. 4th, 2012 at 4:00pm.

Now what we're asking from you, is the use of the parking Lot listed above from 6am – 8am giving the runners time to place markers along the route and remove them at the end of race

We are well aware of the Growers Market, and we will encourage all runners and walkers, to visit the Grower market.

The event starts at 7:00am and stop's 8:00am. We will have two tables set up. One for sign in sheet and another one for passing out the t-shirts, there will also be three water stations along the route, the route is attached.

This event is a fundraiser for our upcoming "Back to School Bash" Which is scheduled for August 4th, 2012. (Further information will be given with proper notice. (Three weeks before event).

Thank you in advance for your cooperation and immediate attention to this matter.

Thank you,
Carolyn Ford (352) 460-5658

CARE4KIDS, INC.

City of Wildwood
100 North Main Street
Wildwood, Fl. 34785

June 7, 2012

Our Children's Educational Dream Is Worth Walking Or Running For

Mr. Paul Ketz,

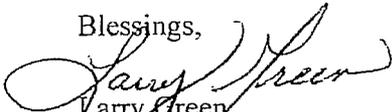
This letter is to inform the City of Wildwood that Care4Kids, Inc. is the sponsor for this year's event listed above. This is the 3rd annual community helping students 5K walk/run. As in the past, the coordinator for this year's event is Ms. Carolyn Ford. Please assist her as needed.

Care4Kids, Inc. is a Sumter County, Florida faith based non profit 501-C-3 Organization. Our primary mission is helping children and families that need assistance in food, clothing, and medical supplies.

Care4Kids has assisted children & families in Sumter, Lake, Citrus, Pasco, and Hernando counties. We do this by "word of mouth" from citizens, churches, and agencies of all Counties, i.e. School Board - Sheriffs Dept - EMS - Fire Dept., etc.

We look forward to our relationship with the City of Wildwood. If you have any questions please do not hesitate to call.

Blessings,


Larry Green
Founder Care4Kids, Inc.

"Joining hands to make a difference in the life of a child"



4976 E. CR462
Wildwood, Fl. 34785
USA

PHONE (352) 250-8794
E-MAIL larryegreen1@yahoo.com
WEB SITE <http://www.care4kidsinc.com>

Date: JUN 11 2007

CARE FOR KIDS INC
C/O LARRY GREEN
RT 1 BOX 55A
MILAN, GA 31060

Employer Identification Number:
20-8702594
DLN:
17053114021007
Contact Person:
JOHN J KOESTER ID# 31364
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
March 13, 2007
Contribution Deductibility:
Yes
Advance Ruling Ending Date:
December 31, 2011

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed Information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

If you distribute funds to other organizations, your records must show whether they are exempt under section 501(c)(3). In cases where the recipient organization is not exempt under section 501(c)(3), you must have evidence the funds will be used for section 501(c)(3) purposes.

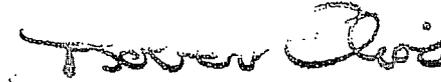
Letter 1045 (DO/CG)

CARE FOR KIDS INC

If you distribute funds to individuals, you should keep case histories showing the recipient's name and address; the purpose of the award; the manner of selection; and the relationship of the recipient to any of your officers, directors, trustees, members, or major contributors.

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,



~~Robert Choi~~
Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Enclosures: Information for Organizations Exempt Under Section 501(c)(3)
Statute Extension

Letter 1045 (DO/CG)



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
3.g.4. R. 04/11
Page 6 of 11

85-8015674137C-7	06/10/2011	06/30/2016	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

CARE FOR KIDS INC
4976 E CR 462
WILDWOOD FL 34785-8823

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 04/11

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.



City of Wildwood, Florida
Development Services Department
 100 N. Main St., Wildwood, FL 34785
 Tel: 352.330.1330 Fax: 352.330.1334
 www.wildwood-fl.gov

RECEIVED

JUN 08 2012

Staff Use Only **TEMP** **3.g.4.**
D867011
 Fee Paid: **N/A**
 Method of Payment: _____
 Receipt Number: _____

CITY OF WILDWOOD
 Community Development Dept.

Temporary Use/Special Event Application

Applicant's Name: Carolyn F. Ford

Business/Organization Name: Care 4 Kids Inc.

Address: 206 N. Main St. Wildwood, Fla. 34785

Phone: (352) 460-5658 Email: seekin4better@yahoo.com

Property Owner(s): City of Wildwood / City Parking Lot.

Address: _____

Phone: _____ Email: _____

Type of Event: 5K Walk/Run - A-Thon "Our Children's Dreams Are Worth Walking For"
 Proposed Use: (Fundraiser walk-a-thon.)

Beginning Date: 7-7-2012 Ending Date: 7-7-2012 Hours of Operation: 2 hr.

Property Information:
 Address (if any): City Parking lot behind 206 N. Main St. Wildwood, Fl.
 Parcel Number(s): G06L076 Current Zoning: PEU

The following items must be submitted at least three (3) weeks prior to event start date for application to be reviewed.
 The proposed use must meet all criteria set forth in the City of Wildwood Ordinance No. 476.

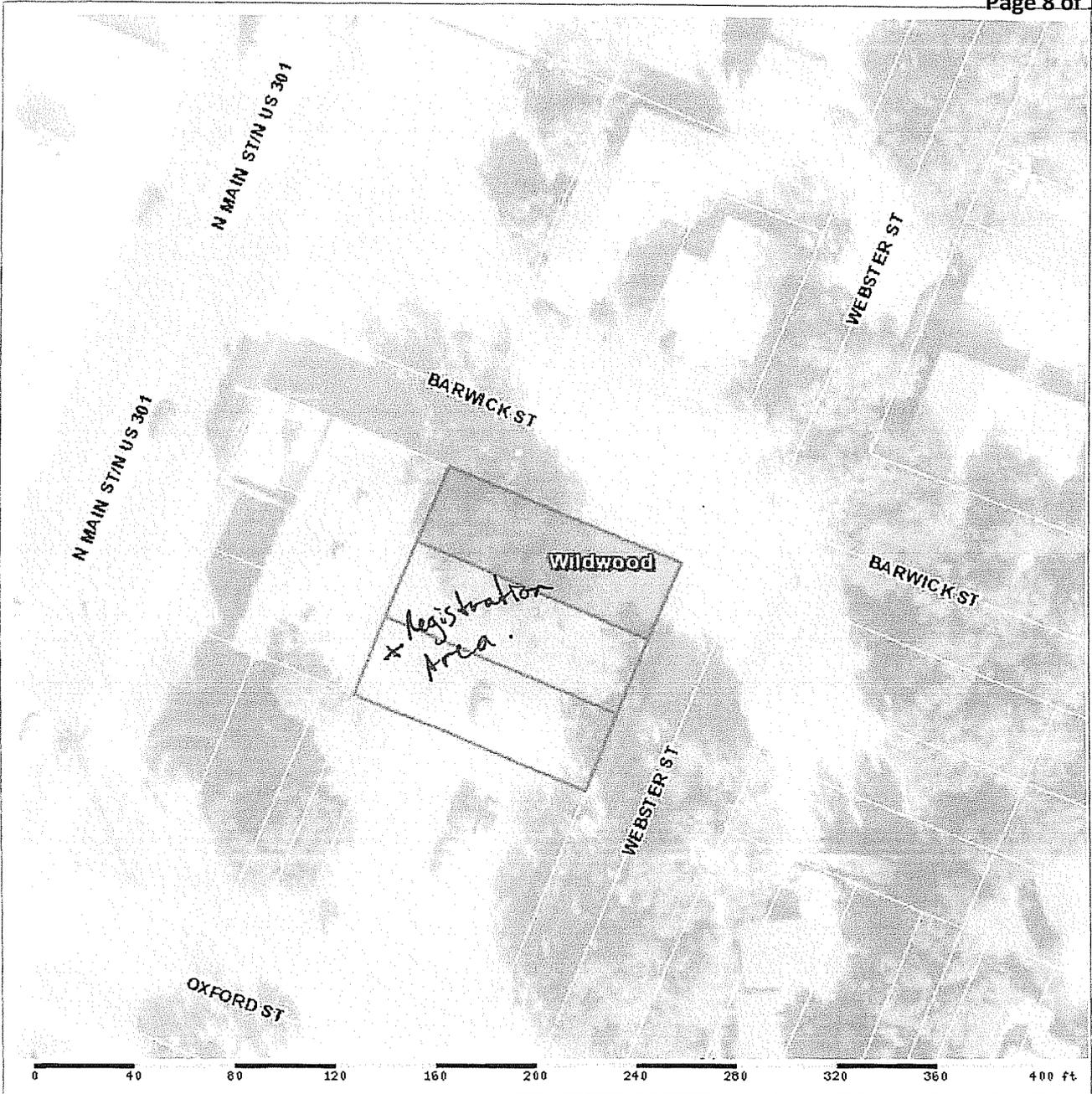
N/A \$100.00 non-refundable application fee (per site). see Attached letter.

- Notarized, dated permission letter from the property owner(s).
- Letter stating times and dates of the event.
- Site plan indicating the placement of all materials and outlining the traffic flow and any other pertinent information.
- If a tent will be used for the event, a copy of the flame-retardant seal must be provided.
- Copy of State of Florida Dept. of Highway, Safety and Motor Vehicles License ~~_____~~
- State of Florida Dept. of Highway, Safety and Motor Vehicles temporary supplemental application (Form DMV 86012) ~~_____~~
- List of phone numbers and contact information on-site.

A fire safety inspection must be completed prior to start of sale (contact Sumter County Fire Department upon approval of permit).

Applicant's Signature: Carolyn F. Ford Date: 6-7-2012

Conditions: _____
 Application Approved By: _____ Date: _____



Sumter County BOCC - GIS
BOCC - Bushnell, FL 33513 | 352-793-0200

Parcel ID: **G06L076**
CITY: CITY OF WILDWOOD
 100 N MAIN ST WILDWOOD, FL 34785
 Street: NOT ON FILE
 S/F/T/R: 06/19/23 LOTS 1 3 & 5 BLK 12 OLD TOWN WILDWOOD OR 153 PG 766
 Sales

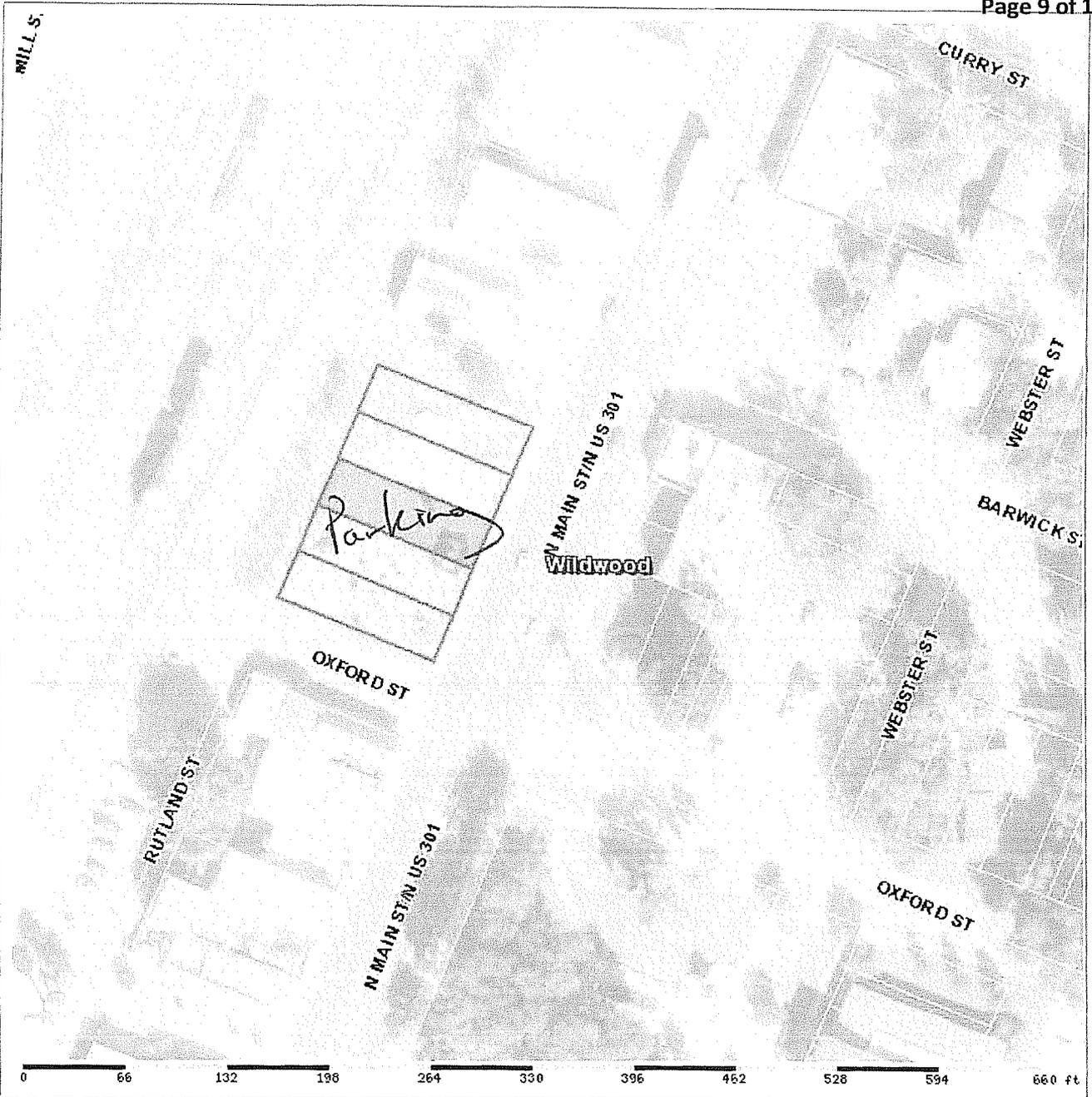
6/1/1974	153/766	Improved	\$10,000.00
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NOTES:



This information was derived from data which was compiled by the Sumter County BOCC - GIS. This information should not be relied upon by anyone as a determination of the ownership of property, legal boundary representation, or market value. The map image is not a survey and shall not be used in any Title Search or any official capacity. No warranties, expressed or implied, are provided for the accuracy of the data herein, it's use, or it's interpretation. This information was last updated: 6/6/2012 and may not reflect the data currently on file at our office.

powered by:
GrizzlyLogic.com

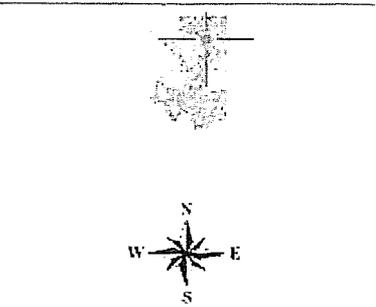


Sumter County BOCC - GIS
BOCC - Bushnell, FL 33513 | 352-793-0200

Parcel ID: **G06L074**
CITY: CITY OF WILDWOOD
 100 N MAIN ST WILDWOOD, FL 34785
 Street: NOT ON FILE
 S/T/R: 06/19/23 LOTS 2,3,4,5 & 6 BLK 11 MASON' EXT OF DENHAM SURVEY
 Sales

5/1/1991	429/686	Improved	\$80,000.00
3/1/1985	304/514	Improved	\$4,000.00

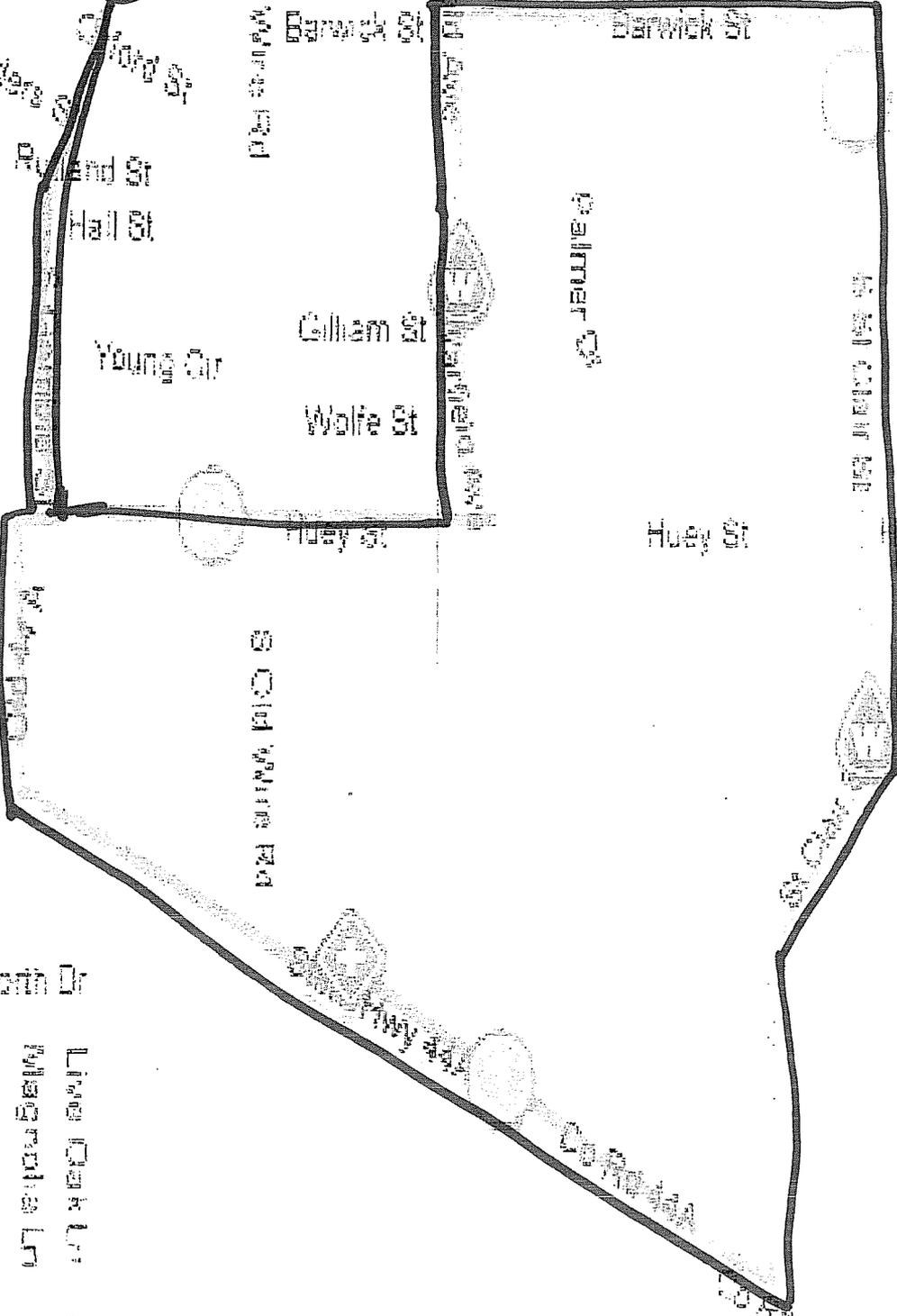
NOTES:



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Start + End



Map background text including street names: Willard St, Woodland St, Young St, Hall St, Wolf St, Palmer St, Haley St, and various numbered streets (e.g., 1st Ave, 2nd Ave, 3rd Ave, 4th Ave, 5th Ave, 6th Ave, 7th Ave, 8th Ave, 9th Ave, 10th Ave, 11th Ave, 12th Ave, 13th Ave, 14th Ave, 15th Ave, 16th Ave, 17th Ave, 18th Ave, 19th Ave, 20th Ave, 21st Ave, 22nd Ave, 23rd Ave, 24th Ave, 25th Ave, 26th Ave, 27th Ave, 28th Ave, 29th Ave, 30th Ave, 31st Ave, 32nd Ave, 33rd Ave, 34th Ave, 35th Ave, 36th Ave, 37th Ave, 38th Ave, 39th Ave, 40th Ave, 41st Ave, 42nd Ave, 43rd Ave, 44th Ave, 45th Ave, 46th Ave, 47th Ave, 48th Ave, 49th Ave, 50th Ave, 51st Ave, 52nd Ave, 53rd Ave, 54th Ave, 55th Ave, 56th Ave, 57th Ave, 58th Ave, 59th Ave, 60th Ave, 61st Ave, 62nd Ave, 63rd Ave, 64th Ave, 65th Ave, 66th Ave, 67th Ave, 68th Ave, 69th Ave, 70th Ave, 71st Ave, 72nd Ave, 73rd Ave, 74th Ave, 75th Ave, 76th Ave, 77th Ave, 78th Ave, 79th Ave, 80th Ave, 81st Ave, 82nd Ave, 83rd Ave, 84th Ave, 85th Ave, 86th Ave, 87th Ave, 88th Ave, 89th Ave, 90th Ave, 91st Ave, 92nd Ave, 93rd Ave, 94th Ave, 95th Ave, 96th Ave, 97th Ave, 98th Ave, 99th Ave, 100th Ave).

Emergency #

Pastor Taylor (352) 702-7648

Larry Green (352) 250-8794

Byron Sester (352) 504-2875

Naomi Polks (352) 537-4363

Carolyn Ford (352) 460-5658