



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

Monday, October 22, 2012

7:00 PM

City Hall Commission Chamber

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. None

* Quasi Judicial Hearing

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

- a. Special Presentations
1. Andy Hanson, Account Executive at Florida League of Cities to make presentations to:
 - a. Mayor Wolf, Honoring him for 35-years of service to the City of Wildwood
 - b. Commissioner Ronald B. Allen, Honoring him for 20-years of service to the City of Wildwood
 2. A Proclamation designating the month of November 2012 as "Pancreatic Cancer Awareness Month in the City of Wildwood" (Attachments)
- b. City Manager
- 1.
- c. City Attorney
- 1.
- d. City Clerk
- 1.
- e. Commission Members
- 1.
- f. Public Forum (10 minute time limit)
- 1.

2.

g. Notes and Reports

1. **FYI** – Budget Comparison Report for the month of September 2012 (Attachments)
2. **FYI** – Brownwood Town Center Special Events “Blanket Approval” for outdoor special events (Attachments)
3. **FYI** – Request by The Villages for the City of Wildwood to agree to reserve capacity to provide water and sewer service to property anticipated to be developed as residential with 500 single family residential dwellings if Central Sumter Utility Company, LLC’s application pending before the Florida Public Service Commission is not approved by March 13, 2013 (Attachments)

3. NEW BUSINESS – ACTION REQUIRED

a. MINUTES

1. None

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

1. **Ordinance No. O2012-25** Amending Chapter 3 of the City’s Land Development Regulations to be consistent with the amendments to the Comprehensive Plan on September 25, 2012 through Ordinance O2012-22 (Attachments – Staff Recommends Approval)

c. RESOLUTIONS FOR APPROVAL

1. **Resolution No. R2012-26** authorizing and providing for the acceptance of an \$83,000 grant from the Rural Housing Service, Rural Business – Cooperative Service, Rural Utility Service or their successor Agencies with the USDA for the purpose of acquiring three (3) new Police vehicles and equipment for the Police Department (Attachments – Staff Recommends Approval)
2. **Resolution No. R2012-27** declaring certain equipment as unusable or junk and to be disposed of through donation or as trash (Attachments – Staff Recommends Approval)
3. **Resolution No. R2012-28** adjusting sanitation rates per Waste Management contract providing for a semi-annual rate change based on fuel adjustment costs effective October 1, 2012 (Attachments – Staff Recommends Approval)

d. APPOINTMENTS

1. None

e. CONTRACTS AND AGREEMENTS

1. Second Addendum to Developer’s Agreement with Oxford Assembly of God to modify the number of ERUs (Equivalent Residential Units) necessary to support their expansion to 12.6 ERUs of capacity instead of the full 17 ERUs for water and wastewater (Attachments – Staff Recommends Approval)
2. Revised Interlocal Agreement Between the City of Wildwood, Florida and North Sumter County Utility Development District granting the “District” the authority to provide solid waste collection and disposal services (Attachments – Staff Recommends Approval)

3. Settlement Agreement with GandGinterprises, Inc. d/b/a Two Sisters Café and Euro-Financial Network, Inc. to operate a restaurant at 1212 S. Main Street with a shared water meter between two buildings for a period of 180 days at which time one of the buildings must revert to vacancy or a second meter installed (Attachments – Staff Recommends Approval)

f. FINANCIAL

1. Bills for Approval (Attachments – Staff Recommends Approval)
2. Request for approval to replace the SCADA radio in the elevated water tank hit by lightning on August 3, 2012, by Industrial Electric in the amount of \$1,947 plus \$250 to add surge protection for a total cost of \$2,197.00; the cost is below the insurance deductible of \$5,000, therefore is not covered by insurance (Attachments – Staff Recommends Approval)

g. GENERAL ITEMS FOR CONSIDERATION

1. Wildwood Area Historical Association – Christmas Parade Committee requests approval of the proposed route for the Wildwood Christmas Parade on December 1st at 3 PM (Attachments – Board Option)
2. Request for approval from Wildwood Rotary Club to hold a 5K Fun Run on Saturday, March 16, 2013 and hold registration and start and end of race at City Hall. Registration is at 7:00 a.m. with race beginning at 8:00 a.m. and event ending at approximately noon (Attachment – Board Option)
3. Request from Melanie Peavy, Development Services Director to extend the deadline to bring non-conforming signs into compliance from January 1, 2017 to January 1, 2023 (Attachments – Staff Recommends Approval)
4. Discussion on Annual Employee & Volunteer Appreciation Banquet (Attachment – Board Option)

4. **ADJOURN**



July 23, 2012

The Honorable Ed Wolf
Mayor, City of Wildwood
100 North Main Street
Wildwood, FL 34785-4047



Dear Mayor Wolf:

On behalf of the Florida League of Cities, I want to congratulate you on your thirty five years of service to the City of Wildwood. You should be very proud of this honor.

If you are attending the 86th Florida League of Cities Annual Conference at the Westin Diplomat, Hollywood August 23-25, 2012, a general recognition will be given at the second general session on August 25th starting at 10:45 a.m.

In addition, the Florida League of Cities would like to present a resolution to you at either a local/regional league meeting or at your council/commission meeting. Our staff will be in touch with you in September to set up the presentation.

If you are attending the annual conference, we will give you a “years of service” ribbon in your conference packet. If you have not received conference information it is available on the League’s website at www.flcities.com. Please contact Gail Dennard if you have any questions or need additional information at gdennard@flcities.com or 1- (800) 342-8112.

Again, my congratulations on your achievement!

Sincerely,

Pat Bates
President, Florida League of Cities
Mayor, City of Altamonte Springs

Cc: Mr. Joseph T. Jacobs, City Clerk



301 South Bronough Street • Suite 300 • P.O. Box 1757 • Tallahassee, FL 32302-1757 • (850) 222-9684 • Fax (850) 222-3806 • www.flcities.com

July 23, 2012

The Honorable Ronald B. Allen
Mayor pro tem, City of Wildwood
100 North Main Street
Wildwood, FL 34785-4047

Dear Mayor pro tem Allen:

On behalf of the Florida League of Cities, I want to congratulate you on your twenty years of service to the City of Wildwood. You should be very proud of this honor.

If you are attending the 86th Florida League of Cities Annual Conference at the Westin Diplomat, Hollywood August 23-25, 2012, a general recognition will be given at the second general session on August 25th starting at 10:45 a.m.

In addition, the Florida League of Cities would like to present a resolution to you at either a local/regional league meeting or at your council/commission meeting. Our staff will be in touch with you in September to set up the presentation.

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Again, my congratulations on your achievement!

Sincerely,

Pat Bates
President, Florida League of Cities
Mayor, City of Altamonte Springs

Cc: Mr. Joseph T. Jacobs, City Clerk

PROCLAMATION

2. a. 2.
Page 1 of 3

WHEREAS in 2012, an estimated 43,920 people will be diagnosed with pancreatic cancer in the United States and 37,390 will die from the disease;

WHEREAS pancreatic cancer is one of the deadliest cancers, is the fourth leading cause of cancer death in the United States, and is the only major cancer with a five-year relative survival rate in the single digits at just six percent;

WHEREAS when symptoms of pancreatic cancer present themselves, it is usually too late for an optimistic prognosis, and 74 percent of pancreatic cancer patients die within the first year of their diagnosis while 94 percent of pancreatic cancer patients die within the first five years;

WHEREAS of all the racial/ethnic groups in the United States, African Americans have the highest incidence rate of pancreatic cancer, between 34 percent and 70 percent higher than the other groups;

WHEREAS approximately 2,670 deaths will occur in Florida in 2012;

WHEREAS there is no cure for pancreatic cancer and there have been no significant improvements in survival rates in the last 40 years;

WHEREAS the Federal Government invests significantly less money in pancreatic cancer research than it does in any of the other leading cancer killers; and pancreatic cancer research constitutes only approximately 2 percent of the National Cancer Institute's federal research funding, a figure far too low given the severity of the disease, its mortality rate, and how little is known about how to arrest it; and

WHEREAS the Pancreatic Cancer Action Network is the first and only national patient advocacy organization that serves the pancreatic cancer community in the City of Wildwood and nationwide by focusing its efforts on public policy, research funding, patient services, and public awareness and education related to developing effective treatments and a cure for pancreatic cancer;

WHEREAS the Pancreatic Cancer Action Network and its affiliates in the City of Wildwood support those patients currently battling pancreatic cancer, as well as to those who have lost their lives to the disease, and are committed to nothing less than a cure;

WHEREAS the good health and well-being of the residents of the City of Wildwood are enhanced as a direct result of increased awareness about pancreatic cancer and research into early detection, causes, and effective treatments;

NOW therefore be it RESOLVED that the City of Wildwood designates the month of November 2012 as "Pancreatic Cancer Awareness Month" in the City of Wildwood.

IN WITNESS WHEREOF, we have PASSED AND DULY ADOPTED this 8th day of October, in the year of our Lord two thousand and twelve.

CITY COMMISSION
CITY OF WILDWOOD FLORIDA

SEAL

Ed Wolf, Mayor

ATTEST: _____
Joseph Jacobs, City Clerk

Zimbra

plaw@wildwood-fl.gov

2. a. 2.
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PROCLAMATION REQUEST

From : Marian Palma Cardona <mariancardona@cfl.rr.com>
Subject : PROCLAMATION REQUEST
To : plaw@wildwood-fl.gov

Tue, Sep 25, 2012 05:05 PM

 Agenda Items 2 attachments

As I did last year, I am writing on behalf of the Pancreatic Cancer Action Network and the estimated 37,390 Americans who will die of pancreatic cancer in 2012, approximately 2,670 of whom live in Florida. In 2012, pancreatic cancer will afflict more than 43,920 Americans, 74% of whom will die within one year of their diagnosis, and 94% of whom will die within five years of diagnosis. We appreciate your supporting this very important endeavor.

My husband, Danny, died of pancreatic cancer in 2002, within 3 months of being diagnosed. The statistics have not changed since his death, or for that matter, in the last 40 years. I am volunteering for this cause as I do not want other families to go through what my family had to endure. We fight to ensure that a diagnosis of pancreatic cancer will no longer be a death sentence.

To date, pancreatic cancer is the fourth leading cause of cancer death in the United States, and it is the only major cancer with a five-year relative survival rate in the single digits at just six percent. Furthermore, there has been little improvement in the survival rates over the last forty years. We need your help to shine a spotlight on this disease and finally make progress in developing treatments and early detection tools. **By issuing a proclamation supporting the observance of November 2012 as Pancreatic Cancer Awareness Month in the City of Wildwood you can help us to raise awareness in our community.**

I have attached a draft of the proclamation text for your review. I am happy to provide additional official Pancreatic Cancer Action Network material, including pancreatic cancer facts and statistics and National Cancer Institute (NCI) funding information, upon request.

Ideally, the proclamation can be issued prior to November. We request that one original of the proclamation be made available for our records. **We would like to accept the Proclamation in person, if possible, schedule permitting.** If not, please mail it to:

Mrs. Marian Palma Cardona
4250 Waterside Point Circle
Orlando, FL 32829

Please contact me at 407-286-6114 or mcardona@pancanvolunteer.org with any questions. I look forward to working with you to issue a proclamation that will recognize November as Pancreatic Cancer Awareness Month and bring much needed attention to this deadly disease. Thank you for your interest in this important issue.



Marian Palma Cardona
mcardona@pancanvolunteer.org
Pancreatic Cancer Action Network - Orlando
Affiliate
Education & Outreach Coordinator

2. a. 2.
Page 3 of 3

Attachment:
Draft Proclamation



image001.jpg
2 KB



The City of Wildwood Proclamation.doc
26 KB

**GENERAL FUND REVENUES
BUDGET ANALYSIS REPORT
FOR THE MONTH OF SEPTEMBER, 2012
FY 2011-2012**

**2. g. 1.
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ITEM	BUDGETED	ACTUAL	DIFFERENCE	% COLLECTED
InterFund Transfers- Industrial Park	\$ 10,000.00	\$ 10,000.00	\$ -	100.00%
InterFund Transfers-Enterprise Fund	\$ 350,000.00	\$ 187,500.00	\$ 162,500.00	53.57%
State Revenue Sharing-State(Intergovt)	\$ 176,375.00	\$ 161,008.33	\$ 15,366.67	91.29%
Local Option Gas Tax-State(Intergovt)	\$ 230,578.00	\$ 265,185.39	\$ (34,607.39)	115.01%
.01 Infrastructure Surtax-State (Intergovt)	\$ 638,167.00	\$ 648,496.48	\$ (10,329.48)	101.62%
State Sales Tax-(Intergovt)	\$ 358,277.00	\$ 351,531.05	\$ 6,745.95	98.12%
County Motor Fuel Tax(9th cent) (Intergovt)	\$ 40,000.00	\$ 41,776.38	\$ (1,776.38)	104.44%
State Beverage Licenses	\$ 3,500.00	\$ 2,450.70	\$ 1,049.30	70.02%
Mobile Home Licenses-State (Intergovt)	\$ 13,000.00	\$ 15,606.13	\$ (2,606.13)	120.05%
Ad Valorem Taxes-Wildwood	\$ 1,439,906.00	\$ 1,359,257.93	\$ 80,648.07	94.40%
Ad Valorem Taxes- CRA District-City	\$ 68,950.00	\$ 68,950.00	\$ -	100.00%
Ad Valorem Taxes-CRA District-County	\$ 125,068.00	\$ 101,992.00	\$ 23,076.00	81.55%
Utility Tax- Water Sales- City	\$ 31,000.00	\$ 33,518.45	\$ (2,518.45)	108.12%
Utility Tax- Villages 5% Water Utility & Central	\$ 150,000.00	\$ 168,265.09	\$ (18,265.09)	112.18%
Utility Tax-Electric/Gas	\$ 250,000.00	\$ 302,062.27	\$ (52,062.27)	120.82%
Telecommunications (Communications Services) (Intergovt)	\$ 205,000.00	\$ 196,379.49	\$ 8,620.51	95.79%
Franchise Taxes-Electric (Progress Energy)	\$ 475,000.00	\$ 332,712.77	\$ 142,287.23	70.04%
Franchise Taxes-Electric (SECO)	\$ 100,000.00	\$ 94,160.73	\$ 5,839.27	94.16%
Franchises Taxes- Refuse Service (Waste Mgmt)	\$ 82,250.00	\$ 87,423.79	\$ (5,173.79)	106.29%
Franchise Taxes- Natural Gas (TECO)	\$ 2,750.00	\$ 3,965.53	\$ (1,215.53)	144.20%
Interest Income	\$ 23,000.00	\$ 2,395.65	\$ 20,604.35	10.42%
Community Development Services	\$ 75,000.00	\$ 85,080.72	\$ (10,080.72)	113.44%
Second Dollar Fees- Police	\$ 1,250.00	\$ 3,840.00	\$ (2,590.00)	307.20%
Fines & Forfeitures- Police	\$ 45,000.00	\$ 79,681.50	\$ (34,681.50)	177.07%
Community Center Rental	\$ 30,000.00	\$ 29,547.90	\$ 452.10	98.49%
Community Center Reservation Fees	\$ -	\$ 1,953.15	\$ (1,953.15)	0.00%
Miscellaneous General Fund	\$ 17,500.00	\$ 56,966.84	\$ (39,466.84)	325.52%
Summer Camp Registrations	\$ 20,000.00	\$ -	\$ 20,000.00	0.00%
Dixie Youth Baseball Registration Fees	\$ 1,000.00	\$ 2,985.12	\$ (1,985.12)	298.51%
Life Flight- MEDIVAC LEASE	\$ 12,000.00	\$ 12,000.00	\$ -	100.00%
Fuel Tax Refunds -State	\$ 4,000.00	\$ 7,461.93	\$ (3,461.93)	186.55%
USDA Police Vehicle Grant-2010-2011	\$ -	\$ -	\$ -	0.00%
USDA Police Vehicle Grant-2011-2012	\$ -	\$ 83,000.00	\$ (83,000.00)	0.00%
Police User Fees	\$ 170,000.00	\$ 14,900.00	\$ 155,100.00	8.76%
The Villages Amended Agreement - 2007	\$ 45,000.00	\$ 45,000.00	\$ -	100.00%
City Occupational Licenses	\$ -	\$ 648.50	\$ (648.50)	0.00%
CRA Administration Costs	\$ 19,297.00	CASH TRANSFER	\$ -	100.00%
Growers Market	\$ 17,640.00	\$ 11,853.00	\$ 5,787.00	67.19%
Park's & Recreation Activities	\$ 10,000.00	\$ 14,594.68	\$ (4,594.68)	145.95%
Sumter County Dispatch Compensation	\$ 100,000.00	\$ 100,000.00	\$ -	100.00%
Administrative Building Services- Sumter County	\$ 60,000.00	\$ 60,000.00	\$ -	100.00%
FDOT Lighting Agreement	\$ 7,046.00	\$ 7,046.00	\$ -	100.00%
FDOT Maintenance Agreement	\$ 6,400.00	\$ 6,405.00	\$ (5.00)	100.08%
CDBG Grant- State	\$ 700,000.00	\$ 527,128.39	\$ 172,871.61	75.30%
Police Impact Fees	\$ 10,000.00	\$ 131,348.08	\$ (121,348.08)	1313.48%
Parks & Recreation Impact Fees	\$ 10,000.00	\$ 115,160.10	\$ (105,160.10)	1151.60%
Cash Forward- General Fund	\$ 163,288.00	\$ -	\$ 163,288.00	0.00%
Cash Forward- CRA Districts	\$ 100,000.00	\$ -	\$ 100,000.00	0.00%
			\$ -	0.00%
TOTAL GENERAL FUND REVENUES	\$ 6,397,242.00	\$ 5,831,239.07	\$ 566,002.93	91.15%

NOTE: 9/30/11 AUDIT ADJUSTMENTS HAVE BEEN ADJUSTED OUT OF CURRENT

**ENTERPRISE FUND REVENUES
BUDGET ANALYSIS REPORT
FOR THE MONTH OF SEPTEMBER, 2012
FY 2011-2012**

**2. g. 1.
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ITEM	BUDGETED	ACTUAL	DIFFERENCE	% COLLECTED
Water Operational	\$ 1,380,708.00	\$ 1,439,461.15	\$ (58,753.15)	104.26%
Water Connection Fees	\$ 100,000.00	\$ 153,844.86	\$ (53,844.86)	153.84%
Water TIE Fees	\$ 15,000.00	\$ 13,090.27	\$ 1,909.73	87.27%
Water Meter Installs	\$ 20,000.00	\$ 32,522.58	\$ (12,522.58)	162.61%
Water - Miscellaneous (on/off)	\$ 20,000.00	\$ 32,512.80	\$ (12,512.80)	162.56%
Water Income - Other	\$ 7,500.00	\$ 86,510.68	\$ (79,010.68)	1153.48%
Wastewater Operational	\$ 2,228,077.00	\$ 2,357,031.80	\$ (128,954.80)	105.79%
Wastewater Connection Fees	\$ 200,000.00	\$ 219,663.35	\$ (19,663.35)	109.83%
Wastewater TIE Fees	\$ 25,000.00	\$ 33,006.10	\$ (8,006.10)	132.02%
Wastewater - Other Miscellaneous	\$ 30,000.00	\$ 25,619.71	\$ 4,380.29	85.40%
Wastewater TSS/COD	\$ 650,000.00	\$ 701,613.45	\$ (51,613.45)	107.94%
Reuse Water Operations	\$ 60,000.00	\$ 55,799.82	\$ 4,200.18	93.00%
Interest Income	\$ 600.00	\$ 2,083.67	\$ (1,483.67)	347.28%
Word Property - Grant Feasibility Services	\$ -	\$ 7,500.00	\$ (7,500.00)	0.00%
Turtle Mount Land Lease-tower site	\$ -	\$ 8,000.00	\$ (8,000.00)	0.00%
Water-Sewer - Cash Brought Forward	\$ 163,288.00	\$ -	\$ 163,288.00	0.00%
Total - Enterprise Fund Revenues	\$ 4,900,173.00	\$ 5,168,260.24	\$ (268,087.24)	105.47%
Greenwood Cemetery Revenues	\$ 4,550.00	\$ 5,599.15	\$ (1,049.15)	123.06%
Greenwood Cemetery - Cash Forward	\$ 6,940.00	\$ 2,516.55	\$ 4,423.45	36.26%
Total - Cemetery Fund Revenues	\$ 11,490.00	\$ 8,115.70	\$ 3,374.30	70.63%
Industrial Park - MISCELLANEOUS	\$ -	\$ 1,646.39	\$ (1,646.39)	0.00%
Industrial Park - Cash Forward	\$ 10,950.00	\$ 8,551.78	\$ 2,398.22	-15.04%
Total - Industrial Park Fund Revenues	\$ 10,950.00	\$ 10,198.17	\$ 751.83	6%
TOTAL- ALL ENTERPRISE OPERATIONS	\$ 4,922,613.00	\$ 5,186,574.11	\$ (263,961.11)	

**ENTERPRISE FUND EXPENDITURES
BUDGET ANALYSIS REPORT
FOR THE MONTH OF SEPTEMBER, 2012
FY 2011-2012**

**2. g. 1.
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ENTERPRISE FUND DEPARTMENTS	BUDGETED	ACTUAL	DIFFERENCE	% EXPENDED
PHYSICAL ENVIRONMENT ADMINISTRATION	\$ 700,445.00	\$ 639,298.55	\$ 61,146.45	91.27%
WATER DEPARTMENT	\$ 1,092,700.00	\$ 914,670.24	\$ 178,029.76	83.71%
WASTEWATER DEPARTMENT	\$ 1,408,076.00	\$ 1,493,264.69	\$ (85,188.69)	106.05%
INDUSTRIAL PARK	\$ 950.00	\$ 198.17	\$ 751.83	20.86%
GREENWOOD CEMETERY	\$ 7,665.00	\$ 8,115.70	\$ (450.70)	105.88%
TOTAL - OPERATING EXPENDITURES	\$ 3,209,836.00	\$ 3,055,547.35	\$ 154,288.65	95.19%

NOTES:

TRANSFERS	BUDGETED	ACTUAL	DIFFERENCE	% EXPENDED
W/S TO GENERAL	\$ 350,000.00	\$ 187,500.00	\$ 162,500.00	53.57%
IND. PARK TO GENERAL	\$ 10,000.00	\$ 10,000.00	\$ -	100.00%
TOTAL TRANSFERS	\$ 360,000.00	\$ 197,500.00	\$ 162,500.00	54.86%

DEBT SERVICE	BUDGETED	ACTUAL	DIFFERENCE	% EXPENDED
CHAMPAGNE FARMS - PRINCIPAL	\$ 70,821.00	\$ 70,821.78	\$ (0.78)	100.00%
CHAMPAGNE FARMS - INTEREST	\$ 30,978.00	\$ 30,978.42	\$ (0.42)	100.00%
1994 SRF LOAN	\$ 171,823.00	\$ 171,822.61	\$ 0.39	100.00%
INT EXP-SRF LOAN 1 (1994)	\$ 17,372.00	\$ 17,372.33	\$ (0.33)	100.00%
1996 SRF LOAN	\$ 231,589.00	\$ 231,588.92	\$ 0.08	100.00%
INT EXP-SRF LOAN 1 (1996)	\$ 38,474.00	\$ 38,473.70	\$ 0.30	100.00%
2007 SRF LOAN	\$ 271,431.00	\$ 271,430.50	\$ 0.50	100.00%
INT EXP-SRF LOAN 1 (2007)	\$ 108,484.00	\$ 108,484.38	\$ (0.38)	100.00%

TOTAL - DEBT SERVICE	\$ 940,972.00	\$ 940,972.64	\$ (0.64)	100.00%
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CONTINGENCIES	BUDGETED	ACTUAL	DIFFERENCE	% EXPENDED
GREENWOOD CEMETERY	\$ 3,825.00	\$ -	\$ 3,825.00	0.00%
WATER/SEWER ENTERPRISE FUND	\$ 67,980.00	\$ -	\$ 67,980.00	0.00%
INDUSTRIAL PARK	\$ -	\$ -	\$ -	0.00%
	\$ -	\$ -	\$ -	0.00%
TOTAL - CONTINGENCIES	\$ 71,805.00	\$ -	\$ 71,805.00	0.00%

SPECIAL PROJECTS	BUDGETED	ACTUAL	DIFFERENCE	% EXPENDED
GREENWOOD CEMETERY	\$ -	\$ -	\$ -	0.00%
WATER TIE FEE PROJECTS	\$ 15,000.00	\$ 6,110.29	\$ 8,889.71	40.74%
WATER CONNECTION FEE PROJECTS	\$ 100,000.00	\$ 106,383.94	\$ (6,383.94)	106.38%
WASTEWATER TIE FEE PROJECTS	\$ 25,000.00	\$ 8,610.30	\$ 16,389.70	34.44%
WASTEWATER CONNECTION FEE PROJECTS	\$ 200,000.00	\$ 70,018.91	\$ 129,981.09	35.01%
TOTAL - SPECIAL PROJECTS	\$ 340,000.00	\$ 191,123.44	\$ 148,876.56	56.21%

TOTAL - ENTERPRISE FUND EXPENDITURES	\$ 4,922,613.00	\$ 4,385,143.43	\$ 465,664.57	89.08%
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CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Brownwood – Special Events

REQUESTED ACTION: Informational Item regarding Special Events at the Brownwood Town Center in the City of Wildwood.

Work Session (Report Only) **DATE OF MEETING:** 10/22/2012
 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:

On October 10, 2012, the Villages met with City staff regarding special events at the Brownwood Town Center. Brownwood was specifically designed with a town square, amphitheater, police substation, and parking that are located on the Villages property.

To facilitate the scheduling and rebooking of special events, the Villages has requested a blanket approval from the City of Wildwood for outdoor special events (which will include the Farmers' Market). The Villages will provide the City of Wildwood with a regularly updated listing of all special events at Brownwood (a more detailed listing of "Upcoming Shows and Events" can be provided to the Commission upon request). Staff will work with the Villages Event Coordinator to ensure that Brownwood events do not conflict with City-sponsored or other Special Events permitted through the City of Wildwood. Should the Villages request additional assistance (Police, Public Works, Parks and Recreation), those services would be at additional cost.



Melanie Peavy
Development Services Director

2012-2013 Special Events

Updated OCTOBER 3, 2012

2. g. 2.
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2012 - 2013 SPECIAL EVENTS						
DATE (Rev. 10/3/2012)	EVENT	LOCATION SS	LOCATION LSL	LOCATION BW	OTHER	TIME
<u>OCTOBER * 2012</u>						
Friday, October 5, 2012	Rec Dept. Butterfly Release		LSL			4pm - 5pm
Friday, October 5, 2012	The Villages Vintage Car Club Show		LSL			5pm - 8pm
Saturday, October 6, 2012	AIM/Nancy Lopez Meet & Greet	SSTS				9am-3pm
Sunday, October 7, 2012	Artists Round The Square		LSL			1pm - 4pm
Monday, October 8, 2012	Italianfest Parade & Festival	SSTS	LSL			5pm - 9pm
		Parade 4:00 pm				Parade: SSTS Only
Friday, October 12, 2012	Opening of Brownwood			BW		TBD
	Movers & Shakers (Villages Twirlers & Villages Cheerleaders) 6pm					
Sunday, October 14, 2012	RAIN DATE - Artists Round The Square		LSL			1pm - 4pm
Friday, October 19, 2012	The Villages Sebring Car Club Show		LSL			5pm - 8pm
Saturday, October 20, 2012	Cruise In	SSTS				4pm - 9pm
	Featured Club: Florida Edsel Club					
	The Village Gypsies 5pm					
	Sweet & Sassy Line Dance Team 6pm					
	Shaka Crew Dance Group 7pm					
Monday, October 22, 2012	Brownwood Food Truck Event			BW		4pm - 8pm
Friday, October 26, 2012	The Villages Tomberlin Ambassador Group		LSL			5pm-8pm
Tuesday, October 30, 2012	Oktoberfest Parade & Festival	SSTS	LSL			5pm - 9pm
			Parade 4:00pm			Parade: LSL Only
<u>NOVEMBER * 2012</u>						
Friday, November 2, 2012	The Villages Life Long Learning Class Expo	SSTS				9am-1pm
Friday, November 2, 2012	Villages Vettes Corvette Club Show		LSL			5pm - 8pm
Friday, November 2, 2012	Cowboy Movie Night-pending			BW		5pm-9pm
Saturday, November 3, 2012	Fall Arts & Crafts Show	SSTS				10am-5pm
Sunday, November 4, 2012	Fall Arts & Crafts Show	SSTS				10am-5pm
Tuesday, November 6, 2012	ELECTION DAY					
Saturday, November 10, 2012	Villages Daily Sun's Wheels Car Show		LSL			11am-5pm
Sunday, November 11, 2012	VETERANS' DAY					
Sunday, November 11, 2012	Veterans Day w/ Nightly Entertainment	SSTS	LSL	BW		5pm-9pm
Sunday, November 11, 2012	Veterans Day Ceremony				VETERANS' PARK	TBD
Monday, November 12, 2012	Brownwood Food Truck Event			BW		4pm - 8pm
Thursday, November 15, 2012	Sadie Hawkins Day Celebration-Porch Only			BW		5pm-9pm

ALL EVENTS, DATES, TIMES,
LOCATIONS-SUBJECT TO CHANGE

2012-2013 Special Events

Updated OCTOBER 3, 2012

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<u>2012 - 2013 SPECIAL EVENTS</u>						
DATE (Rev. 10/3/2012)	EVENT	LOCATION SS	LOCATION LSL	LOCATION BW	OTHER	TIME
<u>NOVEMBER * 2012 CONT.</u>						
Friday, November 16, 2012	CPM's Blues & Brews Walk	SSTS				6pm - 9pm
Saturday, November 17, 2012	Cruise In	SSTS				4pm - 9pm
	Featured Club: Antique Automobile Club of Am					
	Silver Rockettes 5pm					
	The Villages Belly Dancers 6pm					
Saturday, November 17, 2012	SSTS Retailers Sidewalk Sale - CPM	SSTS				10am-5pm
Sunday, November 18, 2012	SSTS Retailers Sidewalk Sale - CPM	SSTS				12pm-5pm
Thursday, November 22, 2012	THANKSGIVING					
Saturday, November 24, 2012	Amateur Radio Club Show		LSL			9am-3pm
Sunday, November 25, 2012	Amateur Radio Club Show		LSL			9am - 3pm
Monday, November 26, 2012	Brownwood Food Truck Event			BW		4pm - 8pm
Thursday, November 29, 2012	Tree Lighting Celebration		LSL ONLY			4pm - 9pm
						Tree Lighting: 7pm
<u>DECEMBER * 2012</u>						
Saturday, December 1, 2012	Tree Lighting Celebration	SSTS ONLY				4pm - 9pm
						Tree Lighting: 7pm
Monday, December 3, 2012	Tree Lighting Celebration			BW ONLY		4pm - 9pm
						Tree Lighting: 7pm
Thursday, December 6, 2012	Special Needs Kids, Inc. Holiday Party				POLO PAVILION	10am-1pm
Friday, December 7, 2012	Cowboy Movie Night -Pending			BW		5pm-9pm
Saturday, December 8, 2012	HANUKKAH BEGINS AT SUNSET					
Saturday, December 8, 2012	Christmas Parade & Celebration (Rec. Dept.)				POLO CLUB	10am-1pm/Parade 12pm
Sunday, December 9, 2012	Hanukkah Menorah Lighting Ceremony	SSTS				4pm
Monday, December 10, 2012	Brownwood Food Truck Event			BW		4pm - 8pm
Saturday, December 15, 2012	Christmas Cruise In	SSTS				4pm-9pm
	Featured Club: Sunshine State Cougar Club					
	Diamond Dazzlers Dance & Twirl Team 5pm					
	Silver Rockettes 6pm					
	The Villages Twirlers Show Team 7pm					
Sunday, December 16, 2012	Artists Round The Square	SSTS				1pm - 4pm
Sunday, December 23, 2012	RAIN DATE - Artists Round The Square	SSTS				1pm - 4pm
Tuesday, December 25, 2012	CHRISTMAS DAY					

ALL EVENTS, DATES, TIMES,
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2012-2013 Special Events

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2012 - 2013 SPECIAL EVENTS						
DATE (Rev. 10/3/2012)	EVENT	LOCATION SS	LOCATION LSL	LOCATION BW	OTHER	TIME
Monday, December 31, 2012	New Year's Eve w/Nightly Entertainment	SSTS	LSL	BW		5pm-9pm
JANUARY * 2013						
Tuesday, January 1, 2013	NEW YEAR'S DAY					
Friday, January 4, 2013	Cowboy Movie Night			BW		5pm - 9pm
Saturday, January 5, 2013	January Arts & Crafts Show	SSTS				10am- 5pm
Saturday, January 5, 2013	Renaissance Festival				POLO CLUB	10am - 5pm
Sunday, January 6, 2013	January Arts & Crafts Show	SSTS				10am- 5pm
Sunday, January 6, 2013	Renaissance Festival				POLO CLUB	10am- 5pm
? Saturday, January 12, 2013	LSL Retailers Sidewalk Sale - CPM		LSL			10am - 5pm
? Sunday, January 13, 2013	LSL Retailers Sidewalk Sale - CPM		LSL			12pm - 5pm
Saturday, January 19, 2013	Cruise In	SSTS				4pm - 9pm
	Featured Club: Tin Lizzies of Central Florida					
	The Villages Gem Stone Dancers 6pm					
	Sweet & Sassy Line Dance Team 7pm					
Thursday, January 24, 2013	Villages International Cultural Expo with Parade (Replaces all Square Parades)				THE VILLAGES POLO CLUB	11am-4pm Parade at 2pm
FEBRUARY * 2013						
Friday, February 1, 2013	Cowboy Movie Night			BW		5pm - 9pm
Saturday, February 2, 2013	Chili Cookoff		LSL			10am - 4pm
Tuesday, February 12, 2013	Mardi Gras Festival (All future celebrations will be the second Tues. of February)	SSTS	LSL			4pm-9pm
Saturday, February 16, 2013	Cruise In	SSTS				4pm - 9pm
	Featured Car Club: Tampa Bay Austin Healey Club					
	Prime Time Twirlers 6pm					
Sunday, February 17, 2013	Artists Round The Square		LSL			1pm - 4pm
Thursday, February 21, 2013	Brownwood Colonial Days Festival			BW		12pm - 4pm
Friday, February 22, 2013	The Villages AACA Car Club Show		LSL			5pm - 8pm
Saturday, February 23, 2013	February Arts & Crafts Show		LSL			10am - 5pm
Sunday, February 24, 2013	February Arts & Crafts Show		LSL			10am - 5pm
Sunday, February 24, 2013	Horse Pull				POLO CLUB	1pm - 4pm

ALL EVENTS, DATES, TIMES,
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2012-2013 Special Events

Updated OCTOBER 3, 2012

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<u>2012 - 2013 SPECIAL EVENTS</u>						
DATE (Rev. 10/3/2012)	EVENT	LOCATION SS	LOCATION LSL	LOCATION BW	OTHER	TIME
<u>APRIL * 2013</u>						
Monday, April 1, 2013	Dyngus Day	SSTS	LSL			5pm - 9pm
Friday, April 5, 2013	The Villages Convertible Club Show		LSL			5pm - 8pm
Friday, April 5, 2013	Cowboy Movie Night			BW		5pm - 9pm
Saturday, April 6, 2013	Tartan Day	SSTS	LSL			4:45pm - 9:00pm
Friday, April 12, 2013	The Villages Yester Year Kart Club Show		LSL			5pm - 8pm
Thursday, April 18, 2013	Special Needs Children's Golf Outing				POLO PAVILION	10am - 1pm
Saturday, April 20, 2013	Cruise In	SSTS				4pm - 9pm
	Featured Car Club: North & South FL CCCA					
	Prime Time Twirlers 6pm					
Sunday, April 21, 2013	Artists Round The Square			BW		1pm - 4pm
Wednesday, April 24, 2013	The Village Greens Earth Day Celebration		LSL			5pm - 8pm
Sunday, April 28, 2013	RAIN DATE - Artists Round The Square			BW		1pm - 4pm
PENDING	CPM Wine Walk					5pm - 8pm
<u>MAY * 2013</u>						
Friday, May 3, 2013	The Villages Mustang Club Show		LSL			5pm - 8pm
Friday, May 3, 2013	Cowboy Movie Night			BW		5pm - 9pm
Sunday, May 5, 2013	Cinco de Mayo Celebration	SSTS	LSL			5pm - 9pm
	<i>Gazebo & Pavilion Only</i>					
Saturday, May 18, 2013	Cruise In	SSTS				4pm - 9pm
	Featured Car Club: North Central Florida Mustang Club					
	Silver Rockettes 6pm					
?Saturday, May 25, 2013	LSL Retailers Sidewalk Sale - CPM		LSL			10am - 5pm
?Sunday, May 26, 2013	LSL Retailers Sidewalk Sale - CPM		LSL			12pm - 5pm
Monday, May 27, 2013	MEMORIAL DAY					
Monday, May 27, 2013	Memorial Day w/Nightly Entertainment	SSTS	LSL	BW		5pm - 9pm
Monday, May 27, 2013	Memorial Day Ceremony				VETERANS' PARK	TBD
<u>JUNE * 2013</u>						
Friday, June 7, 2013	Cowboy Movie Night			BW		5pm - 9pm
Saturday, June 15, 2013	16th Anniversary Cruise In	SSTS				4pm - 9pm
	Shaka Crew Dance Group 5pm					
	The Villages Twirlers Show Team 6pm					
	The Villages Cheerleaders 7pm					

ALL EVENTS, DATES, TIMES,
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2012-2013 Special Events

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2012 - 2013 SPECIAL EVENTS						
DATE (Rev. 10/3/2012)	EVENT	LOCATION SS	LOCATION LSL	LOCATION BW	OTHER	TIME
<u>JULY * 2013</u>						
Thursday, July 4, 2013	4th of July Celebration <i>Gazebo, Pavilion, & Porch ONLY</i>	SSTS	LSL	BW		5pm - 9pm
Friday, July 5, 2013	Cowboy Movie Night			BW		5pm - 9pm
Saturday, July 20, 2013	Christmas In July Cruise In Silver Rockettes 6pm The Villages Twirlers Show Team 7pm	SSTS				4pm - 9pm
<u>AUGUST * 2013</u>						
Friday, August 2, 2013	Cowboy Movie Night			BW		5pm - 9pm
Saturday, August 17, 2013	Cruise In	SSTS				4pm - 9pm
PENDING	The Villages Dally Sun's College Colors Day	SSTS				1pm - 4pm
<u>SEPTEMBER * 2013</u>						
Monday, September 2, 2013	LABOR DAY					
Wednesday, September 4, 2013	ROSH HASHANAH - BEGINS AT SUNSET					
Friday, September 6, 2013	Cowboy Movie Night			BW		5pm - 9pm
Wednesday, September 11, 2013	PATRIOT DAY					
Wednesday, September 11, 2013	Patriot Day w/Nightly Entertainment	SSTS	LSL	BW		5pm - 9pm
Wednesday, September 11, 2013	Patriot Day Ceremony				VETERANS' PARK	TBD
Friday, September 13, 2013	YOM KIPPUR - BEGINS AT SUNSET					
?Saturday, September 14, 2013	CPM Sidewalk Sale at Colony Plaza				COLONY PLAZA	10am - 5pm
?Saturday, September 14, 2013	CPM ACE Arts & Crafts Show				COLONY PLAZA	10am - 5pm
?Sunday, September 15, 2013	CPM Sidewalk Sale at Colony Plaza				COLONY PLAZA	10am - 5pm
?Sunday, September 15, 2013	CPM ACE Arts & Crafts Show				COLONY PLAZA	10am - 5pm
Saturday, September 21, 2013	Cruise In Featured Club: Wanderers' Car Club Movers & Shakers (Villages Twirlers & Villages Cheerleaders) 6pm	SSTS				4pm - 9pm
Friday, September 27, 2013	The Villages GEM Club Show		LSL			5pm - 8pm

ALL EVENTS, DATES, TIMES,
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2012-2013 Special Events

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2012 - 2013 SPECIAL EVENTS						
DATE (Rev. 10/3/2012)	EVENT	LOCATION SS	LOCATION LSL	LOCATION BW	OTHER	TIME
OCTOBER * 2013						
Friday, October 4, 2013	Cowboy Movie Night			BW		5pm - 9pm
Friday, October 4, 2013	The Villages Vintage Car Club Show		LSL			5pm - 8pm
Tuesday, October 8, 2013	Italianfest Festival	SSTS	LSL			5pm - 9pm
Friday, October 11, 2013	The Villages Sebring Club Show		LSL			5pm - 8pm
Friday, October 18, 2013	The Villages Vettes Corvette Club Show		LSL			5pm - 8pm
Saturday, October 19, 2013	Cruise In	SSTS				4pm - 9pm
	Featured Club: Florida Edsel Club					
	The Village Gypsies 6pm					
	Shaka Crew Dance Group 7pm					
Wednesday, October 23, 2013	Oktoberfest Festival	SSTS	LSL			5pm - 9pm
Friday, October 25, 2013	Villages Tomberlin Ambassador Group Show		LSL			5pm - 8pm
Wednesday, October 30, 2013	Spooky Ghost Town Jamboree			BW		5pm - 9pm
Thursday, October 31, 2013	Spooky Ghost Town Jamboree			BW		5pm - 9pm
PENDING	Artists Round The Square					1pm - 4pm
PENDING	AIM/Nancy Lopez Meet & Greet	SSTS				9am - 3pm
NOVEMBER * 2013						
Friday, November 1, 2013	The Villages Life Long Learning Class Expo	SSTS				9am - 1pm
Friday, November 1, 2013	Cowboy Movie Night			BW		5pm - 9pm
Saturday, November 2, 2013	November Arts & Crafts Show	SSTS				10am - 5pm
Sunday, November 3, 2013	November Arts & Crafts Show	SSTS				10am - 5pm
Tuesday, November 5, 2013	ELECTION DAY					
Saturday, November 9, 2013	Villages Daily Sun's Wheels Car Show		LSL			11am-5pm
Monday, November 11, 2013	VETERANS' DAY					
Monday, November 11, 2013	Veterans' Day w/Nightly Entertainment	SSTS	LSL	BW		5pm - 9pm
Monday, November 11, 2013	Veterans' Day Ceremony				VETERANS' PARK	TBD
Friday, November 15, 2013	Sadie Hawkin's Day Celebration - Porch ONLY			BW		5pm - 9pm
Saturday, November 16, 2013	Cruise In	SSTS				4pm - 9pm
	Featured Club: Antique Automobile Club of Am					
	The Villages Belly Dancers 6pm					
?Saturday, November 16, 2013	SSTS Retailers Sidewalk Sale - CPM	SSTS				10am - 5pm
?Sunday, November 17, 2013	SSTS Retailers Sidewalk Sale - CPM	SSTS				12pm - 5pm
Wednesday, November 27, 2013	HANUKKAH - BEGINS AT SUNSET					
Thursday, November 28, 2013	THANKSGIVING					

ALL EVENTS, DATES, TIMES,
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2012-2013 Special Events

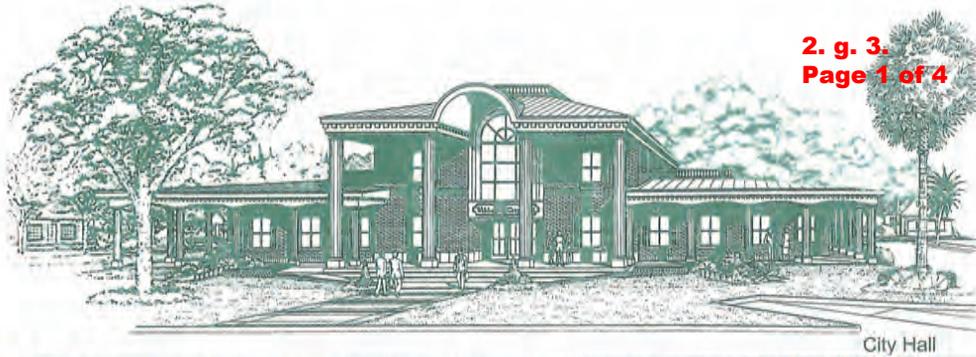
Updated OCTOBER 3, 2012

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<u>2012 - 2013 SPECIAL EVENTS</u>						
DATE (Rev. 10/3/2012)	EVENT	LOCATION SS	LOCATION LSL	LOCATION BW	OTHER	TIME
Saturday, November 30, 2013	Amateur Radio Club Show		LSL			9am - 3pm
<u>NOVEMBER * 2013 CONT.</u>						
PENDING (November)	CPM's Blues & Brews Walk	SSTS				6pm - 9pm
<u>DECEMBER * 2013</u>						
Sunday, December 1, 2012	Amateur Radio Club Show		LSL			9am - 3pm
Sunday, December 1, 2012	Menorah Lighting Ceremony	SSTS				4:00om
Monday, December 2, 2013	Tree Lighting Celebration	SSTS ONLY				4pm - 9pm
						Tree Lighting: 7pm
Wednesday, December 4, 2013	Tree Lighting Celebration		LSL ONLY			4pm - 9pm
						Tree Lighting: 7pm
Thursday, December 5, 2013	Special Needs Kids, Inc. Holiday Party				POLO PAVILION	10am-1pm
Friday, December 6, 2013	Tree Lighting Celebration			BW ONLY		4pm - 9pm
						Tree Lighting: 7pm
Saturday, December 7, 2013	Christmas Parade & Celebration (Recreation Department)				POLO CLUB	10am - 1pm
						Parade: 12pm
Friday, December 13, 2013	Cowboy Movie Night			BW		5pm - 9pm
Saturday, December 21, 2013	Christmas Cruise In	SSTS				4pm - 9pm
	Featured Club: Sunshine State Cougar Club					
	Silver Rockettes 5pm					
	The Villages Gem Stone Dancers 6pm					
	The Villages Twirlers Show Team 7pm					
Wednesday, December 25, 2013	CHRISTMAS DAY					
Tuesday, December 31, 2013	New Years Eve w/Nightly Entertainment	SSTS	LSL	BW		5pm - 9pm
PENDING	Artists Round The Square					1pm - 4pm

ALL EVENTS, DATES, TIMES,
LOCATIONS-SUBJECT TO CHANGE

City of
Wildwood,
Florida



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Area Code: 352
SUNCOM Prefix: 668
ZIP Code: 34785

CITY HALL
100 N. Main Street
330-1330 Phone
330-1338 Fax

CITY MANAGER
Extension 109

CITY CLERK/FINANCE
Extension 100

PERSONNEL
Extension 103
330-1339 Fax

CUSTOMER SERVICE
(Utility Accounts)
Extension 130

BUILDING SERVICES
Code/Inspections/Permits
Extension 131
330-1334 Fax

DEVELOPMENT SERVICES
Planning/Zoning/Concurrency
Extension 118
330-1334 Fax

TDD
Extension 130

LIBRARY
310 Palmer Drive
748-1158

COMMUNITY CENTER
6500 County Road 139

POLICE
100 E. Huey Street
330-1355
330-1358 Fax

ANIMAL CONTROL
WOOD WASTE
601 W. Gulf-Atlantic Hwy.
330-1345

REFUSE / STREETS
410 Grey Street
330-1343
330-1353 Fax

WASTEWATER
1290 Industrial Drive
330-1349
330-1350 Fax

WATER
801 E. Huey Street
330-1346
330-1347 Fax

October 8, 2012

The Villages of Lake-Sumter, Inc.
Attn: Ron Grant
1020 Lake Sumter Landing
The Villages, FL 32162

The City of Wildwood acknowledges that it has sufficient potable water and sanitary sewer capacity to serve the property described in Exhibit "A" based upon your representation that the property is anticipated to be developed as residential with 500 single family residential dwellings. In consideration of your payment of a non-refundable deposit of \$20,000.00, receipt of which is hereby acknowledged, the City will agree to provide potable water and sanitary sewer service to such property if, no later than March 31, 2013 the City receives the Request attached as Exhibit "B" Fully executed by The Villages of Lake-Sumter, Inc., Central Sumter Utility Company, LLC and Sumter Water Conservation Authority, LLC. To this end, the City will reserve capacity to meet those needs until March 13, 2013.

If we receive from you the fully executed Request attached as set forth in Exhibit "B", of course, you as the developer will be responsible for payment of all costs and expenses as set forth in the rules, regulations, policies and ordinances governing the provision of potable water and sanitary sewer services by the City.

We will be glad to meet with you at that time to set forth a schedule for the construction of the interconnects and a schedule when the City will commence providing service.

If we fail to receive the Request by March 31, 2013, you will forfeit the non-refundable deposit and this letter will be null and void. In any event, however, the City agrees to take no action to contest Central Sumter Utility Company, LLC's application pending before the Florida Public Service Commission to provide potable water and sanitary sewer services to the property described in Exhibit "A".

Sincerely,

Bill Ed Cannon
City Manager

DESCRIPTION OF PROPOSED SERVICE TERRITORY

A PARCEL OF LAND LYING WITHIN SECTION 15, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 15; THENCE RUN S00°34'50"W ALONG THE WEST LINE OF SECTION 15 A DISTANCE OF 1,486.86 FEET; THENCE DEPARTING SAID WEST LINE RUN S89°24'11"E, A DISTANCE OF 840.28 FEET; THENCE RUN S27°04'17"W, A DISTANCE OF 608.73 FEET; THENCE RUN S51°33'06"E, A DISTANCE OF 601.12 FEET; THENCE RUN S38°28'15"W, A DISTANCE OF 397.15 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 44-A; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE RUN THE FOLLOWING THREE COURSES S51°31'59"E, A DISTANCE OF 1,009.67 FEET; THENCE N38°29'44"E, A DISTANCE OF 10.95 FEET; THENCE S51°30'16"E, A DISTANCE OF 1,012.69 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 44-A; THENCE ALONG SAID RIGHT-OF-WAY LINE RUN S38°29'44"W, A DISTANCE OF 126.15 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF RAILROAD (ABANDONED); THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE RUN S51°30'16"E, A DISTANCE OF 1066.68 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE RUN N38°38'33"E, A DISTANCE OF 897.58 FEET, MORE OR LESS TO THE WATERS EDGE OF LAKE DEATON; THENCE ALONG SAID WATERS EDGE NORTHWESTERLY AND NORTHEASTERLY TO A POINT ON EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 15; THENCE ALONG SAID EAST LINE RUN N00°35'11"E, A DISTANCE OF 1,535.29 FEET, MORE OR LESS TO THE NORTHEAST CORNER OF SECTION 15; THENCE ALONG THE NORTH LINE OF SECTION 15 RUN N89°28'30"W, A DISTANCE OF 2,652.41 FEET; THENCE RUN N89°24'57"W, A DISTANCE OF 2,650.59 FEET TO THE POINT OF BEGINNING.

CONTAINING 353 ACRES, MORE OR LESS.

EXHIBIT "B"

REQUEST

City of Wildwood
Attn: City Manager
100 N. Main Street
Wildwood, FL 34785

Date: _____

Dear Mr. Cannon:

Pursuant to the letter from the City dated October 8, 2012, The Villages of Lake-Sumter, Inc., hereby formally requests the City to provide potable water and sanitary sewer service to the area described in such letter.

Accordingly, the undersigned parties hereby release to the City any right that they may have to provide potable water and sanitary sewer service to the area described in such letter, whether arising out of an agreement, language in a development order, or otherwise. We further agree to pay all connection and transmission infrastructure extension fees in the manner and amounts at the times required by City policies and ordinances.

The Villages of Lake-Sumter, Inc.

By: _____
John R. Grant, Vice President

Central Sumter Utility Company, LLC

BY: The Villages Operating Company,
Its Manager

By: _____
Gary L. Moyer, Vice President

Sumter Water Conservation Authority, LLC

BY: The Villages Operating Company,
Its Manager

By: _____
Gary L. Moyer, Vice President

EXECUTIVE SUMMARY

SUBJECT: Ordinance O2012-25 Amending Chapter 3 of Land Development Regulations

REQUESTED ACTION: Adoption of Ordinance O2012-25

Work Session (Report Only) **DATE OF MEETING:** October 22, 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:

On September 25, 2012 Ordinance O2012-22 amending the Comprehensive Plan to implement the Joint Planning Area was adopted by the City Commission. Ordinance O2012-23 becomes effective on November 6, 2012 provided no challenge is filed by an affected party. The City is now required to amend the Land Development Regulations to be consistent with the amendments to the Comprehensive Plan.

The only required changes are to create three (3) new zoning districts in Chapter 3. The new zoning districts that have been added to the zoning tables include:

- Rural Residential
- Estate Residential
- 466-301 Mixed Use

Staff recommends approval of Ordinance O2012-25.



Jason McHugh
Development Services Coordinator

ORDINANCE NO. O2012-25

AN ORDINANCE OF THE CITY OF WILDWOOD FLORIDA; AMENDING CHAPTER 3 ZONING OF THE LAND DEVELOPMENT REGULATIONS OF THE CITY OF WILDWOOD, FLORIDA IN CONFORMANCE WITH THE LOCAL COMPREHENSIVE PLAN AND JOINT PLANNING AREA WITH SUMTER COUNTY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City adopted Ordinance O2012-22 amending the local comprehensive plan to implement the Interlocal Service Boundary/ Joint Planning Area on September 25, 2012;

WHEREAS, Ordinance O2012-22 became effective November 6, 2012; and

WHEREAS, the City is required to modify the Land Development Regulations to implement the amendments to the local comprehensive plan.

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

SECTION 1. The amendments to Chapter 3 Zoning of the Land Development Regulations are shown in the attached "Exhibit A." The amendments are attached hereto and are shown with ~~strike through~~ for deletions and underline for additions.

SECTION 2. All ordinances or parts of ordinances in conflict herewith, be, and the same are hereby repealed.

SECTION 3. 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 4. This Ordinance shall be effective upon adoption during the second and final reading by the City of Wildwood City Commission.

DONE 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 O2012-25

“Exhibit A”

Amendments to Chapter 3 of the Land Development Regulations

TABLE 3-1: Zoning Districts

District Abbreviation	District Title
CON	Conservation
AG-5	Agricultural- 5
AG-10	Agricultural-10
<u>RR</u>	<u>Rural Residential</u>
<u>ER</u>	<u>Estate Residential</u>
R-1	Low Density Residential
R-2	Low-Medium Density Residential
R-3	Medium Density Residential
R-4	Medium-High Density Residential
R-5	High Density Residential
MHP	Mobile Home Park
RMU	Residential Mixed Use
RM-10	Residential Mixed Use - 10
RIO	Residential/Institutional/Office
IN	Institutional
PEU	Public, Educational, Utilities
C-1	General Commercial - Downtown
C-2	General Commercial - Neighborhood
C-2A	Commercial - Mixed Use
C-3	General Commercial - Highway
NMU-4	Neighborhood Mixed Use - 4
NMU-7	Neighborhood Mixed Use - 7
ECNMU-7	Employment Center Neighborhood Mixed Use - 7
CMU	Central Mixed Use
CC	Community Commercial Mixed Use
CDT	Downtown Mixed Use
BP	Business Park Mixed Use
<u>466-301</u>	<u>466-301 Mixed Use</u>
M-1	Industrial
M-2	Heavy Industrial
VIL-WW	The Villages of Wildwood DRI

Notes:

The Villages of Wildwood DRI zoning district is subject to unique standards (see section 3.19)

Landstone Communities and Wildwood Springs DRIs will contain a PUD zoning consistent with their respective FLUM designation, Amended and Restated Development Order, and other agreements.

PUDs in existence prior to July 25, 2011 will retain their PUD zoning classification

TABLE 3-2: Permitted Zoning Districts	
FLUM Designation	Permitted Zoning Districts (Abbreviation)
Conservation	CON
Agriculture -5	CON, AG-10, AG-5
Agriculture -10	CON, AG-10
Recreation	CON, AG-10, AG-5, PEU
Public Facilities	CON, AG-10, AG-5, PEU, INS
<u>Rural Residential</u>	<u>CON, AG-10, AG-5, RR</u>
<u>Estate Residential</u>	<u>CON, AG-10, AG-5, RR, ER</u>
Low Density Residential	CON, AG-10, AG-5, R-1
Low-Medium Density Residential	CON, AG-10, AG-5, R-1, R-2
Medium Density Residential	CON, AG-10, AG-5, R-1, R-2, R-3
Medium-High Density Residential	CON, AG-10, AG-5, R-2, R-3, R-4
High Density Residential	CON, AG-10, AG-5, R-3, R-4, R-5
Mobile Home Park	CON, AG-10, AG-5, MHP
Residential Mixed Use	CON, AG-10, AG-5, RMU
Residential/Institutional/Office	CON, AG-10, AG-5, RIO
General Commercial	CON, AG-10, AG-5, C-1, C-2, C-3
Industrial	CON, AG-10, AG-5, M-1, M-2
Oxford Neighborhood Commercial	CON, AG-10, AG-5, C-2A
Oxford Neighborhood Mixed Use	CON, AG-10, AG-5, NMU-7
Oxford Residential Mixed Use	CON, AG-10, AG-5, RM-10
Downtown Commercial	CON, AG-10, AG-5, CDT
High Density Residential Mixed Use	CON, AG-10, AG-5, R-5
Central Mixed Use	CON, AG-10, AG-5, CMU
Employment Center Neighborhood Mixed Use	CON, AG-10, AG-5, ECNMU-7, NMU-7, NMU-4
Commercial Center Mixed Use	CON, AG-10, AG-5, CC
Business Park Mixed Use	CON, AG-10, AG-5, BP
<u>466-301 Mixed Use</u>	<u>CON, AG-10, AG-5, 466-301</u>
South Wildwood Neighborhood Mixed Use	CON, AG-10, AG-5, NMU-4
Wildwood Springs DRI	CON, AG-10, Wildwood Springs PD
Landstone Communities DRI	CON, AG-10, Landstone Communities PD
The Villages of Wildwood DRI	The Villages of Wildwood DRI

Notes:

CON, AG-10, AG-5 districts allowed in all FLUM designations

The Villages of Wildwood DRI zoning district is subject to unique standards (see section 3.19)

Planned developments permitted in all zoning districts pursuant to Chapter 8

TABLE 3-4: Density, Intensity, and Lot Standards

A

Residential Zoning Districts

Zoning District:	AG -5	AG- 10	<u>RR</u>	<u>ER</u>	R-1	R-2	R-3	R-4	R-5	MHP								
Maximum Density (units per acre)	1/ 5	1/ 10	<u>1</u>	<u>2</u>	4	6	9	12	15	10								
Minimum Open Space (%)	40	40	<u>DDS</u>	<u>DDS</u>	DDS	DDS	DDS	DDS	DDS	15								
Dwelling Unit Type:	SFD	SFD	<u>SFD</u>	<u>SFD</u>	SFD	SFA	SFD	SFA	SFD	SFA	ACB	SFD	SFA	ACB	SFA	ACB	MH	SFD
Minimum Living Area (Sq. ft)	750	750	<u>750</u>	<u>750</u>	750	750	750	750	750	750	600	750	750	600	750	600		750
Maximum Lot Coverage (%)																	50	50
Minimum Lot Width (ft)			<u>50</u>	<u>50</u>	50		50		45			40					50	50
Minimum Setbacks (ft):																		
Front	35	35	<u>30</u>	<u>30</u>	30		30		30			30					8	30
Rear	25	25	<u>15</u>	<u>15</u>	15		15		15			15					8	15
Side	20	20															8	10
Minimum Building Separation (ft)					10	25	10	25	10	25	25	10	25	25	25	25	16	20

Abbreviations:

- SFD - Single Family Detached
- SFA - Single Family Attached
- ACB - Apartment/Condominium Building
- MH - Mobile Home
- DDS - Design District Standards (Residential)

Notes:

- 1) Minimum building separation between two different unit types is 25 feet

TABLE 3-4: Density, Intensity, and Lot Standards

B

Nonresidential Zoning Districts								
Zoning District:	C-1	C-2	C-3	IN	PEU	M-1	M-2	CON
Maximum FAR	0.25	0.25	0.25	0.6	0.6	0.25	0.25	
Maximum ISR (%)	75	70	75	60	60	70	70	5
Minimum Open Space (%)	15	20	20	20	20	20	20	
Minimum Setbacks (ft):								
Front		25	25	25	25	25	25	
Rear		15	15	15	15	15	15	
Side		15	15	10	10	15	15	
Maximum Setbacks (ft):								
Front	10							
Rear								
Side	12							
Maximum Building Separation (ft):	24							

Notes:

- 1) No side or rear setback required if abutting a railroad right-of-way
- 2) Maximum front setback within C-1 district may be extended to 20 feet if a café, public courtyard, quasi-public or similar social gathering area is provided
- 3) Side setbacks within C-1 district may be modified if a public courtyard or similar gathering area is provided, vehicular access from main street is needed to access rear or side parking, or where right-of-way or alley exists
- 4) Setback requirements waived if developing under section 3.21

TABLE 3-4: Density, Intensity, and Lot Standards

C																																	
Mixed Use Zoning Districts																																	
Zoning District:	RMU					RMU -10*					RIO				NMU-4					ECNMU-7					NMU-7								
Maximum Density (units per acre)	5					10					15				4					7					7								
Minimum Open Space (%)	25					25					25				40					25					25								
Maximum FAR						0.5									0.3					0.5					0.3								
Maximum ISR (%)						60					80				60					60					60								
Building Type:	SFD	SFA	MH	NRB	SFD	SFA	ACB	MUB	NRB	SFD	SFA	ACB	NRB	SFD	SFA	ACB	MUB	NRB	SFD	SFA	ACB	MUB	NRB	SFD	SFA	ACB	MUB	NRB					
Minimum Living Area (Sq. ft)	750	750	750		750	750	600			750	750	600		750	750	600			750	750	600			750	750	600			750	750	600		
Minimum Lot Width (ft)	75	75	75		40					75	75			40					40					40					40				
Maximum Lot Coverage (%)	40	40	40	40						40	40	40	40																				
Minimum Setbacks (ft):																																	
Front	25	25	25	25	30					25	20	30	25	30					30					30					30				
Rear	15	15	15	15	15					15	15	20	15	15					15					15					15				
Side	10	10	10	10	5					10	10	15	10	5					5					5					5				
Minimum Building Separation (ft)														10					10					10					10				

Abbreviations:

- SFD - Single Family Detached
- SFA - Single Family Attached
- ACB - Apartment/Condominium Building
- MH - Mobile Home
- MUB - Mixed Use Building
- NRB - Nonresidential Building
- MUC - Mixed Use Center

Notes:

- 1) Setback requirements waived if developing under section 3.21
- 2) * - Density dependent upon distance to MUC- Extent of project within a 1/4 mile - 10 du/acre; within 1/2 mile - 7 du/acre; further than 1/2 mile - 5 du/acre
- 3) Minimum building separation between two different building types is 25 feet
- 4)

TABLE 3-4: Density, Intensity, and Lot Standards

D

Mixed Use Zoning Districts

Zoning District:	C2-A					CC					CMU					CDT					BP					<u>466-301</u>											
Maximum Density (units per acre)	4					10					14					15					6					<u>15</u>											
Minimum Density (units per acre)																					3																
Minimum Open Space %	25					25					15					10					25																
Maximum FAR	0.3					0.75					0.5					2.0					0.75					<u>1.0</u>											
Maximum ISR (%)	60					70					80					90					70					<u>80</u>											
Building Type:	SFD	SFA	ACB	MUB	NRB	SFA	ACB	MUB	NRB	SFD	SFA	ACB	MUB	NRB	SFA	ACB	MUB	NRB	SFD	SFA	ACB	MUB	NRB	SFD	SFA	ACB	MUB	NRB	<u>SFD</u>	<u>SFA</u>	<u>ACB</u>	<u>MUB</u>	<u>NRB</u>				
Minimum Living Area (Sq. ft)	750	750	600			750	600			750	750	600			750	600			750	600			750	750	600			750	750	600			<u>750</u>	<u>750</u>	<u>600</u>		
Minimum Lot Width (ft)	40									40													40										<u>40</u>				
Minimum Setbacks (ft):																																					
Front	30	30								30													30										<u>30</u>				
Rear	15	15								15													15										<u>15</u>				
Side	5	10								5													5										<u>5</u>				
Maximum Front Setback (ft)																			15	15	15	15															
Minimum Building Separation (ft)	10									10													10										<u>10</u>				

Abbreviations:

SFD - Single Family Detached

SFA - Single Family Attached

ACB - Apartment/Condominium Building

MUB - Mixed-use Building

NRB - Nonresidential Building

MUC - Mixed Use Center

Notes:

1) Setback requirements waived if developing under section 3.21

2) Minimum building separation between two different building types is 25 feet

3) Maximum front setback may be extended if a café, public courtyard, quasi-public or similar social gathering area is provided

TABLE 3-5: Mixed Use Zoning District – Use Percentages

Zoning District:	C-2A	NMU-4	NMU-7	ECNMU-7	CMU	CC	BP
<i>Use Category:</i>							
<i>Residential:</i>							
Minimum Percentage		35	35	35	20	20	10
Maximum Percentage		80	80	80	75	30	60
<i>Institutional, Government, and Tourism, Civic, and Recreational:</i>							
Minimum Percentage		5	5	5	5	5	
Maximum Percentage		30	30	30	10	30	
<i>Commercial Office and Business Park:</i>							
Minimum Percentage		0	0	0	0	25	20
Maximum Percentage		40	40	40	50	60	60
<i>Commercial Retail:</i>							
Minimum Percentage		5	5	5	15	10	5
Maximum Percentage		40	40	40	50	30	55

Notes:

- 1) Developments less than 10 acres may proceed as a single use and are not required to adhere to this Table
- 2) Residential square footage within the CDT designation shall not exceed 30% of the total built square footage
- 3) Nonresidential uses are permitted in RM-10 but total acreage devoted to nonresidential uses shall not exceed 10% of the total acreage.
- 4) There is no mixed use requirement for individual parcels in the 466-301 mixed use district. While mixed use is encouraged, it is the City's responsibility to ensure mixed use is achieved over the aggregate.

TABLE 3- 6: Allowable Principal Use Matrix

<i>P: Permitted Use</i> <i>C: Conditional Use</i> <i>S: Special Exception Use</i>	Zoning District																													
	CON	AG-5	AG-10	R R	<u>E</u> <u>R</u>	<u>R</u> <u>I</u>	R-2	R-3	R-4	R-5	M H P	R M U	RM-10	RIO	IN	PEU	C-1	C-2	C-2 A	C-3	NMU-4	NMU-7	ECNMU-7	CMU	CC	CDT	BP	<u>466</u> <u>-</u> <u>301</u>	M-1	M-2
Wetlands, forested lands, pastures, environmental habitat, karst areas, open water, and lands set aside to be protected	P	P	P	P	<u>P</u>	<u>P</u>	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	<u>P</u>	P	P
Agricultural Uses	CON	AG-5	AG-10	R R	<u>E</u> <u>R</u>	<u>R</u> <u>I</u>	R-2	R-3	R-4	R-5	M H P	R M U	RM-10	RIO	IN	PEU	C-1	C-2	C-2 A	C-3	NMU-4	NMU-7	ECNMU-7	CMU	CC	CDT	BP	<u>466</u> <u>-</u> <u>301</u>	M-1	M-2
Citrus/ field crop production		P	P			-																								
Keeping and/ or grazing of livestock		P	P			-																								
Agricultural product transfer station		P	P			-																								
Silviculture		P	P			-																								
Aquiculture		P	P			-																								
Horticulture, greenhouses and nurseries (commercial)		P	P			-											P	P	P	P	P	P	P	P	P	P	P	<u>P</u>		
Muck farms		P	P			-																								
Commercial hog farm, chicken ranches, cattle feed lots, fish farms, bait farms and other AG related commercial type uses		P	P			-																								
Kennels for breeding purposes		S	S			-																								
Animal rescue facility		S	S			-																								
Exotic animals such as poisonous snakes, reptiles, primates, lions, tigers, bears, alligators and other potentially dangerous animals		C	C			-																								

Residential Uses	CON	AG-5	AG-10	R R	E B	R-1	R-2	R-3	R-4	R-5	M H P	R M U	RM-10	RIO	IN	PEU	C-1	C-2	C-2 A	C-3	NMU-4	NMU-7	ECNMU-7	CMU	CC	CDT	BP	466 - 301	M-1	M-2	
Single family detached (SFD)		P	P	P	P	P	P	P	P		P	P	P	P							P	P	P	P			P	P			
Single family attached (SFA)						P	P	P	P		P	P	P								P	P	P	P			P	P			
Apartment or condominium building (ACB)						-		P	P	P			P	P					P		P	P	P	P	P	P	P	P			
Dwelling unit located above the ground floor in a mixed use building (MUB)						-							P						P		P	P	P	P	P	P	P	P			
Community club house, pool or other amenities associated with residential projects				P	P	P	P	P	P	P	P	P	P	P					P		P	P	P	P	P	P	P	P			
Independent living facility (ILF)						S	S	S	S	S		S	S	P	P		S	S	S	S	P	P	P	P	P	P	P	P			
Mobile home (MH)		P	P			-					P	P																			
Recreational vehicle park (RV)						-					P									P											
Home occupations		S	S	S	S	S	S	S	S	S	S	S	S	S					S		S	S	S	S	S	S	S	S			
Institutional, Governmental, Tourism, Civic and Recreational Uses	CON	AG-5	AG-10	E E	E B	R-1 <th>R-2</th> <th>R-3</th> <th>R-4</th> <th>R-5</th> <th>M H P</th> <th>R M U</th> <th>RM-10</th> <th>RIO</th> <th>IN</th> <th>PEU</th> <th>C-1</th> <th>C-2</th> <th>C-2 A</th> <th>C-3</th> <th>NMU-4</th> <th>NMU-7</th> <th>ECNMU-7</th> <th>CMU</th> <th>CC</th> <th>CDT</th> <th>BP</th> <th>466 - 301</th> <th>M-1</th> <th>M-2</th>	R-2	R-3	R-4	R-5	M H P	R M U	RM-10	RIO	IN	PEU	C-1	C-2	C-2 A	C-3	NMU-4	NMU-7	ECNMU-7	CMU	CC	CDT	BP	466 - 301	M-1	M-2	
Public recreation facility or park		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		
Bed and breakfast		C	C	C	C	C	C	C	C	C		C	C	C				P	P	P	P	P	P	P	P	P	P	P	P		
Hotels and motels						-												P			P	P	P	P	P	P	P	P			
Golf courses and driving ranges				S	S	S	S	S	S	S								P	P	P	P	P	P	P	P	P	P	P			
Commercial recreation facility such as skating rinks, movie theatres and other similar uses		P	P			-												P	P	P	P	P	P	P	P	P	P	P			
Health clubs and fitness centers						-						P	P					P	P	P	P	P	P	P	P	P	P	P			
Community residential home		P	P			P	P	P	P	P		P	P	P	S		S	S	S	S	P	P	P	P	P	P	S	P			
Assisted living facility (ALF)						S	S	S	S	S		S	S	P	P		S	S	S	S	P	P	P	P	P	P	P	P			
Nursing home						-								P	P		S	S	S	S	P	P	P	P	P	P	S	P			
Child care facilities/ Day care						S	S	S	S	S	S	P	P	P	P		P	P	P		P	P	P	P	P	P	S	P			
Professional, business and technical schools						-								P	P						P	P	P	P	P	P	P	P			

<i>Institutional, Governmental, Tourism, Civic and Recreational Uses</i>	CON	AG-5	AG-10	R	<u>E</u>	<u>R-1</u>	R-2	R-3	R-4	R-5	MHP	RMU	RM-10	RIO	IN	PEU	C-1	C-2	C-2A	C-3	NMU-4	NMU-7	ECNMU-7	CMU	CC	CDT	BP	<u>466</u> <u>-</u> <u>301</u>	M-1	M-2
Public schools and private schools offering curricula similar to that of public schools			P	P	<u>P</u>	<u>P</u>	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	<u>P</u>		
Colleges and universities containing dormitories						-								P	P						P	P	P	P	P	P	P	<u>P</u>		
Churches and places of worship		S	S	S	<u>S</u>	<u>S</u>	S	S	S	S	S	S	S	P	P		S	S	S	S	P	P	P	P	P	P	P	<u>P</u>		
Museums and other cultural facilities						-						P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	<u>P</u>		
Hospitals						-									C		C			C	C	C	C	C	C	C	C	<u>C</u>		
Veterinary clinic or temporary pet boarding		P	P			-						P	P	P			P	P	P	P	P	P	P	P	P	P	P	<u>P</u>		
Cemeteries and mausoleums		S	S	S	<u>S</u>	<u>S</u>	S	S	S	S	S	S	S	S	P	P														
Funeral homes, crematories and other similar service establishments						-								P	P		P	P	P	P	P	P	P	P	P	P	P	<u>P</u>	P	
Private clubs and lodges				S	<u>S</u>	<u>S</u>	S	S	S	S	S	S	S	S			P	P	P	P	P	P	P	P	P	P	P	<u>P</u>		
Public buildings owned, operated, and used by a government entity such as city hall, city hall annexes, police and fire stations, libraries, post office, and other similar uses		S	S	S	<u>S</u>	<u>S</u>	S	S	S	S	S	S	S	P	P	P	S	S	S	S	P	P	P	P	P	P	P	<u>P</u>	P	P
Street and highway department garage or maintenance facility		S	S			-								S		P	S	S	S	S									P	P
Utility facilities such as electric sub stations, wastewater treatment plants, well sites, and other similar uses		P	P			-									P														P	P

3. b. 1.
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Commercial Office and Business Park Uses	CON	AG-5	AG-10	R	ER	R-1	R-2	R-3	R-4	R-5	MHP	RMU	RM-10	RIO	IN	PEU	C-1	C-2	C-2A	C-3	NMU-4	NMU-7	ECNMU-7	CMU	CC	CDT	BP	<u>466</u> <u>=</u> <u>301</u>	M-1	M-2	
Business or technology park						-											P	P	P	P			P		P	P	P	P	<u>P</u>	P	P
Medical or dental office						-						P	P	P			P	P	P	P	P	P	P	P	P	P	P	P	<u>P</u>		
Professional service establishments and offices						-						P	P	P			P	P	P	P	P	P	P	P	P	P	P	P	<u>P</u>	P	
Banks, credit unions, and financial institutions						-						P	P				P	P	P	P	P	P	P	P	P	P	P	P	<u>P</u>		
Commercial Retail Uses	CON	AG-5	AG-10	R	ER	R-1	R-2	R-3	R-4	R-5	MHP	RMU	RM-10	RIO	IN	PEU	C-1	C-2	C-2A	C-3	NMU-4	NMU-7	ECNMU-7	CMU	CC	CDT	BP	<u>466</u> <u>=</u> <u>301</u>	M-1	M-2	
Retail sales establishments such as department, electronic, office supply, grocery and other similar stores						-						P	P				P	P	P	P	P	P	P	P	P	P	P	P	<u>P</u>		
Restaurants and cafés (without alcohol consumption or sales)						-						P	P				P	P	P	P	P	P	P	P	P	P	P	P	<u>P</u>		
Bar, tavern, restaurants or cafés serving alcohol (on site consumption)						-							P				P	P	P	P	P	P	P	P	P	P	P	P	<u>P</u>		
Liquor Store (sales of hard alcohol for off-site consumption)						-											P	P	P	P	P	P	P	P	P	P	P	P	<u>P</u>		
Copy centers						-						P	P				P	P	P	P	P	P	P	P	P	P	P	P	<u>P</u>	P	
Beauty shop, dry cleaning, pet grooming, and other similar personal service establishments						-						P	P				P	P	P	P	P	P	P	P	P	P	P	P	<u>P</u>		
Specialty shops such as antique shops, art showrooms, boutiques, and other similar shops						-						P	P				P	P	P	P	P	P	P	P	P	P	P	P	<u>P</u>		
Service and repair shops for automobiles, small engines, and other similar uses						-											S	S	S	P	S	S	S	S	S	S	S	P	<u>P</u>	P	
Retail and wholesale commercial establishments for lumber, building and landscaping supplies, farm equipment and other similar uses with potential outside storage of products						-													S	S	P	S	S	S	S	S		P	<u>P</u>	P	

Commercial Retail Uses	CON	AG-5	AG-10	R	ER	R-1	R-2	R-3	R-4	R-5	MHP	RMU	RM-10	RIO	IN	PEU	C-1	C-2	C-2A	C-3	NMU-4	NMU-7	ECNMU-7	CMU	CC	CDT	BP	466-301	M-1	M-2	
Auto dealership, golf cart, and similar sales						-											P	P	S	P	S	S	S	S	S	S	P	P			
Convenience store						-						P	P				P	P	P	P	P	P	P	P	P	P	P	P	P		
Fuel stations						-						P					P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Storage facilities (indoor)						-						P					P	P	P	P	S	S	S	S	S	S	P	P	P		
Industrial Uses	CON	AG-5	AG-10	R	ER	R-1	R-2	R-3	R-4	R-5	MHP	RMU	RM-10	RIO	IN	PEU	C-1	C-2	C-2A	C-3	NMU-4	NMU-7	ECNMU-7	CMU	CC	CDT	BP	466-301	M-1	M-2	
Wholesaling, warehousing, bulk storage, or distribution establishments and similar uses						-																					P		P		
Research laboratories and associated activities						-																					P		P		
Light manufacturing, assembling, processing, packaging or fabricating						-																					P		P		
Outdoor storage yards and similar uses such as junkyards, scrap yards and salvage yards						-																							P	P	
Building or landscape contractor with on site equipment storage						-																					P		P	P	
Concrete or asphalt plants						-																								P	
Concrete block plant						-																								P	P
Manufacturing of nonhazardous materials						-																					P		P	P	
Manufacturing or warehousing of chemicals, fertilizers, hazardous, or biohazardous materials						-																								C	C
Explosives manufacturing or storage						-																								C	C
Paper and pulp manufacturing						-																								P	P
Petroleum refining						-																									C
Electric, gas, or energy generating facility						-									P	P														P	P
Solid waste transfer stations						-																								C	C
Landfills						-																								C	C

<i>Industrial Uses</i>	CON	AG-5	AG-10	RR	ER	R-1	R-2	R-3	R-4	R-5	MHP	RMU	RM-10	RIO	IN	PEU	C-1	C-2	C-2A	C-3	NMU-4	NMU-7	ECNMU-7	CMU	CC	CDT	BP	<u>466</u> - <u>301</u>	M-1	M-2
Tower and wireless communication services		S	S			-										S				S									S	S
Mining and excavation			C			-																								

RESOLUTION NO. R2012-26

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILDWOOD; AUTHORIZING AND PROVIDING FOR THE ACCEPTANCE OF A GRANT FOR THE PURPOSE OF ACQUIRING THREE (3) NEW POLICE VEHICLES AND EQUIPMENT FOR THE WILDWOOD POLICE DEPARTMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is necessary for the City of Wildwood to raise a portion of the cost of such undertaking by obtaining a grant in the principal amount of \$83,000.00; and,

WHEREAS, the City intends to obtain assistance from the Rural Housing service, Rural Business – Cooperative Service, Rural Utility Service, or their successor Agencies with the United States Department of Agriculture, (herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning, financing, and supervision of such undertaking.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COMMISSION OF THE CITY OF WILDWOOD, FLORIDA, THAT:

1. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so without prior written consent of the Government.
2. To place the proceeds of the grant on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.
3. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.
4. To acquire and maintain such insurance and fidelity grant coverage as may be required by the Government.
5. To establish and maintain such books and records relating to the operation of the facility and its financial affairs and to provide for required audit thereof as required by the Government, to provide the Government a copy of each such audit without its request, and to forward to the Government such additional information and reports as it may from time to time require.
6. To provide the Government at all reasonable times access to all books and records relating to the facility and access to the property of the system so that the Government may ascertain that the Association is complying with the provisions hereof and of the instruments incident to the making or insuring of the loan.
7. To comply with the measures identified in the Government's environmental impact analysis for this facility for the purpose of avoiding or reducing the adverse environmental impacts of the facility's construction or operation.

8. To accept a grant in an amount not to exceed \$83,000.00 under the terms offered by the Government; that the Manager of the City of Wildwood is hereby authorized and empowered to take all action necessary or appropriate in the execution of all written instruments as may be required in regard to or as evidence of such grant; and to operate the facility under the terms offered in said grant agreement(s).

9. This resolution shall take effect immediately upon its final adoption by the City Commission of the City of Wildwood, Florida.

DONE AND RESOLVED this ___th day of _____, 2012, by the City Commission of the City of Wildwood, Florida.

SEAL

ATTEST:

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

Joseph Jacobs, City Clerk

Ed Wolf, Mayor

CITY OF WILDWOOD

CITY COMMISSION REPORT

Commission Meeting Date: Oct. 22, 2012

Subject: Hankin Ozone Generator

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

Department: Utility Department

Staff Recommendation (Motion Ready):

Approve Resolution No ^{R2012-27} declaring the Hankin Ozone Generator surplus and authorizing the donation to the Florida Oceanographic Society.

BACKGROUND:

The best available information is as follows:

- City purchased the generator in late September, 1998
- Original purchase price was approximately \$21,000
- Purchased from Tom Evans Environmental, Inc.
- Generator was purchased for odor control in the sewage pump station at CR 468 and the Turnpike.
- Staff has report the generator was used for a short period of time, borrowed for approximately a two to three week for a pilot program demonstration by Ogdon Water/Covanta, returned to the City, placed back at the pump station and never reinstalled.
- Unit is still located at the CR 468/Turnpike intersection.

FINDING, CONCLUSIONS AND RECOMMENDATIONS:

FINDINGS:

- The generator has been out of service for at more than 10 years.
- The original manufacturer, Hankin-Atlas, Toronto, Canada is out of business.

CONCLUSIONS:

- The original vendor, Tom Evans Environmental reports, the unit has no after market value or replacement parts available.

LEGAL REVIEW:

- City Attorney has a copy of the resolution for review.

RECOMMENDATIONS:

- Staff recommends the Commission declare the generator surplus and donate the obsolete equipment to the Florida Oceanographic Society

FISCAL IMPACT:

- None

ALTERNATIVES:

- Keep the equipment

SUPPORT MATERIAL:

- Letter from Rodger White, Aquarium and Life Support Manager, Florida Oceanographic Society requesting City donation of the Hankin Ozone Generator.
- Copy of Resolution No. R2012-27

RESOLUTION NO. - R2012-27

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILDWOOD, FLORIDA DECLARING THAT CERTAIN EQUIPMENT IS SURPLUS; DETERMINING THAT CERTAIN EQUIPMENT IS TO BE DONATED TO THE FLORIDA OCEANOGRAPHIC SOCIETY; DETERMINING THAT CERTAIN EQUIPMENT IS DECLARED AS JUNK AND UNUSABLE; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Wildwood is the owner of certain equipment identified as an OZOTEC tm Type H, Model 5 Ozone Generator with a NEMA 3R 304 stainless steel cabinet, two (2) HP DeskJet 9300 color printers, and a Viewsonic Monitor VG151, 1712-0100-0332; and

WHEREAS, the City Commission of the City of Wildwood has determined that the equipment identified above is surplus because the equipment is no longer usable or has a benefit by the City; and,

WHEREAS, the Florida Oceanographic Society has requested the City of Wildwood donate the Ozone generator equipment to the society for their use; and,

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COMMISSION OF THE CITY OF WILDWOOD, THAT:

1. The property identified above as an OZOTEC tm Type H, Model 5 Ozone Generator with a NEMA 3R stainless steel cabinet, two (2) HP Deskjet 9300 printers, and Viewsonic Monitor are hereby declared surplus.
2. The OZOTEC tm Type H, Model 5 Ozone Generator with a NEMA 3R stainless steel cabinet shall be donated to the Florida Oceanographic Society as requested.
3. The two (2) HP 9300 Deskjet printers and the Viewsonic Monitor, because of their existing condition, are hereby declared as Junk and may be disposed of as trash.
4. This Resolution shall take effect immediately upon its final adoption by the City Commission of the City of Wildwood, Florida.

DONE AND RESOLVED, this 22nd day of October, 2012, in regular session, 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



**Florida
Oceanographic
Society**

890 NE Ocean Blvd
Stuart, FL 34996-1627
(772) 225-0505
FAX: (772) 225-4725

VIA Facsimile: 352-330-1350

Mr. Bruce Phillips, P.E., Director
City of Wildwood Utilities Department
100 North Main Street
Wildwood, Florida 34785

BOARD CHAIR
Deane MacMillan

VICE CHAIR
Robert Oldford

SECRETARY
Andrea Lutz

TREASURER
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DIRECTORS
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Karl Wickstrom

HONORARY TRUSTEES
Bob Bauman
Tom A. Evinrude
Dale Hudson
Dr. Edwin Massey
Jack Nicklaus
John Pratt
Nathaniel P. Reed
Barbara Trimble

EXECUTIVE DIRECTOR
Mark D. Perry

RE: Hankin Atlas Ozone Generator from Coleman Prison Lift Station

Dear Mr. Phillips:

Tom Evans, of Tom Evans Environmental suggested I contact you regarding the Hankin Ozone generator currently located at the Coleman Prison Lift Station. Through Mr. Evans, I understand the equipment is no longer required for the facility.

Given that the unit is no longer needed, on behalf of the Florida Oceanographic Society, I respectfully request it be donated to Florida Oceanographic for the disinfection of ocean water inflow to our marine habitat.

Mr. Evans was not sure of the unit's functional condition or if significant service and/or reconditioning be required, however, has offered to assist us with that if the City of Wildwood would donate the unit to our facility.

Florida Oceanographic is a 501c3, nonprofit organization. Our mission is to inspire environmental stewardship of Florida's coastal ecosystems through education and research. The Coastal Center consists of many exhibits, including a 750,000 gallon lagoon and is home to approximately 350 fish, representing approximately 38 species as well as four sea turtles. The source of the salt water for our exhibits is the Atlantic Ocean from three wells beneath the sand of Hutchinson Island and pumped to our facility at a rate of 700 GPM through a four inch pipeline. Your unused Ozone generator would be installed to inject ozone into this line and disinfect all raw water coming into our facility.

If you have any questions, please feel free to call me my cell phone at 772-403-3327. If you would like to tour our facility we would be pleased to have you as our guests.

Thank you for considering our request. Your donation would offer significant benefit to the health of the animals in our care.

Sincerely,

Rodger White
Aquarium and Life Support Manager
rwhite@floridaocean.org



**CITY OF WILDWOOD
EXECUTIVE SUMMARY**

SUBJECT: WASTE MANAGEMENT SEMI ANNUAL RATE ADJUSTMENT

REQUESTED ACTION: Information Only

- Work Session (Report Only)
 Regular Meeting

DATE OF MEETING: October 22, 2012
 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: Refuse rates due to fuel cost adjustment as allowed in the Waste Management contract.

Attached Exhibit A rate schedule as provided by Waste Management.

Deniese Woods, Utilities Coordinator

RESOLUTION NO. R2012-28

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILDWOOD; PROVIDING FOR SANITATION RATES; RESCINDING RESOLUTION R2012-19 PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 15-41, City of Wildwood Code, provides for setting refuse charges by resolution approved by the City Commission of the City of Wildwood; and,

WHEREAS, the contract with Waste Management provides for a semi-annual rate change based on fuel adjustment costs.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COMMISSION OF THE CITY OF WILDWOOD, FLORIDA, THAT:

1. The Sanitation rates for refuse services shall be as follows:

Effective October 1, 2012

Container Size	Extra Dump Add \$20 for Reroute	Dumps per week 2	Dumps per week 3	Dumps per week 4	Dumps per week 5
2 cubic yds.	\$8.33	\$63.44	\$95.15	\$126.87	\$158.59
4 cubic yds.	\$15.63	\$124.79	\$187.19	\$249.58	\$311.98
6 cubic yds.	\$22.94	\$184.07	\$276.10	\$368.13	\$460.16
8 cubic yds.	\$29.17	\$235.72	\$353.57	\$471.43	\$589.29

Container Size	Per Pull Charge
20 yd.	\$185.31 plus tipping fees
30 yd.	\$200.96 plus tipping fees
40 yd.	\$216.62 plus tipping fees

Compactor Size	Service Charge Per Pull
20 yd.	\$263.59 plus tipping fees
30 yd.	\$315.77 plus tipping fees
40 yd.	\$394.05 plus tipping fees

AUTOMATED PICK-UPS					
Service Type	1st Can/ Month	Limb Debris Pick- up/incineration	Monthly Fee	2nd Can/Month	3rd Can/ Month
Residential/ Inside City	\$13.73	\$3.08	\$16.81	\$10.54	\$10.54
Residential/ Outside City	\$21.00	N/A	\$21.00	\$13.16	\$13.16
Commercial/ Inside City	\$19.86	\$6.80 per CY	\$19.86 + \$6.80 per CY	\$10.54	\$10.54
Commercial/ Outside City	\$24.81	\$8.50 per CY	\$24.81 + \$8.30 per CY	\$13.16	\$13.16
DELINQUENT ACCOUNTS					
Charge for labor associated with removal and replacement of refuse cans due to cut-off of services for a delinquent account and the reinstatement of services				\$20.00	

2. This resolution shall take effect immediately upon its final adoption by the City Commission of the City of Wildwood, Florida.

DONE AND RESOLVED 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

H:\Clerk, Finance Department\Resolutions\RESO YRS 2009 until\R2012\2012-19 Commercial Sanitation Increase.docx

City of Wildwood Service Stats CPI & Fuel Change fo	Annual					Avg Fuel Cost/Gallon	6 Month Fuel Cost	Fuel \$ Incr Per Gallon	Incr/(Decr) Fuel \$	Fuel Cost Per Unit	Incr/(Decr) Per Unit	
	Units	Lbs/Yard	Tons/Home	Hours	Gal/Hour							
Commercial Yards	53,000	70		832	14.30	3,577.60	\$ 3.89	\$ 13,916.86	\$ (0.06)	\$(214.66)	\$ 0.26	\$ -
Industrial Hauls	85			86	21.65	311.10	\$ 3.89	\$ 1,210.18	\$ (0.06)	\$(18.67)	\$ 14.24	\$ (0.02)
Residential Homes	2,286		0.84	1254	3.45	4,326.30	\$ 3.89	\$ 16,829.31	\$ (0.06)	\$(259.58)	\$ 1.22	\$ (0.02)

Disposal Cost/Ton \$ 40.00
 = Data Entry Stats = Key Numbers for Calculation

(A)			(B)				(C)				A+B+C	
Rate/Yard	Lbs./Yard	Cost/Ton	Disposal Cost/Yard	Net of Disposal	Fuel Cost/ Yard	Base Rate To CPI	CPI Amount	New Base Rate	Fuel Incr/(Decr) Amount	New Fuel/Yard	New Total Rate	Percent Change
\$ 3.61	70	\$ 40.00	\$ 1.40	\$ 2.21	\$ 0.26	\$ 1.95	\$ 0.05	\$ 2.00	\$ -	\$ 0.26	\$ 3.66	1.39%
\$ 3.55	70	\$ 40.00	\$ 1.40	\$ 2.15	\$ 0.26	\$ 1.89	\$ 0.05	\$ 1.94	\$ -	\$ 0.26	\$ 3.60	1.41%
\$ 3.49	70	\$ 40.00	\$ 1.40	\$ 2.09	\$ 0.26	\$ 1.83	\$ 0.05	\$ 1.88	\$ -	\$ 0.26	\$ 3.54	1.43%
\$ 3.36	70	\$ 40.00	\$ 1.40	\$ 1.96	\$ 0.26	\$ 1.70	\$ 0.04	\$ 1.74	\$ -	\$ 0.26	\$ 3.40	1.19%

(A)			(B)				(C)				A+B+C	
Rate/Haul	Disposal	Fuel Haul	Base Rate To CPI	CPI Amount	New Base Rate	Fuel Incr/(Decr) Amount	New Fuel/Haul	New Total Rate	Percent Change			
\$ 181.12	\$ 181.12	\$ 14.24	\$ 166.88	\$ 4.41	\$ 171.29	\$ (0.22)	\$ 14.02	\$ 185.31	2.31%			
\$ 196.37	\$ 196.37	\$ 14.24	\$ 182.13	\$ 4.81	\$ 186.94	\$ (0.22)	\$ 14.02	\$ 200.96	2.34%			
\$ 211.63	\$ 211.63	\$ 14.24	\$ 197.39	\$ 5.21	\$ 202.60	\$ (0.22)	\$ 14.02	\$ 216.62	2.36%			

(A)			(B)				(C)				A+B+C	
Rate/Unit	Disposal	Fuel Unit	Base Rate To CPI	CPI Amount	New Base Rate	Fuel Incr/(Decr) Amount	New Fuel/Unit	New Total Rate	Percent Change			
\$ 257.39	\$ 257.39	\$ 14.24	\$ 243.15	\$ 6.42	\$ 249.57	\$ (0.22)	\$ 14.02	\$ 263.59	2.41%			
\$ 308.23	\$ 308.23	\$ 14.24	\$ 293.99	\$ 7.76	\$ 301.75	\$ (0.22)	\$ 14.02	\$ 315.77	2.45%			
\$ 343.82	\$ 343.82	\$ 14.24	\$ 329.58	\$ 8.70	\$ 338.28	\$ (0.22)	\$ 14.02	\$ 352.30	2.47%			
\$ 384.50	\$ 384.50	\$ 14.24	\$ 370.26	\$ 9.77	\$ 380.03	\$ (0.22)	\$ 14.02	\$ 394.05	2.48%			

(A)			(B)				(C)				A+B+C	
Rate	Tons/Year	Cost/Ton	Disposal Cost/Unit	Net of Disposal	Fuel Unit	Base Rate To CPI	CPI Amount	New Base Rate	Fuel Incr/(Decr) Amount	New Fuel/Unit	New Total Rate	Percent Change
\$ 16.50	0.84	\$ 40.00	\$ 2.80	\$ 13.70	\$ 1.22	\$ 12.48	\$ 0.33	\$ 12.81	\$ (0.02)	\$ 1.20	\$ 16.81	1.88%
\$ 20.56	0.84	\$ 40.00	\$ 2.80	\$ 17.76	\$ 1.22	\$ 16.54	\$ 0.44	\$ 16.98	\$ (0.02)	\$ 1.20	\$ 20.98	2.04%
\$ 19.37	70	\$ 40.00	\$ 0.70	\$ 18.67	\$ 0.26	\$ 18.41	\$ 0.49	\$ 18.90	\$ -	\$ 0.26	\$ 19.86	2.53%
\$ 24.20	70	\$ 40.00	\$ 0.70	\$ 23.50	\$ 0.26	\$ 23.24	\$ 0.61	\$ 23.85	\$ -	\$ 0.26	\$ 24.81	2.52%
\$ 6.65	70	\$ 40.00	\$ 0.70	\$ 5.95	\$ 0.26	\$ 5.69	\$ 0.15	\$ 5.84	\$ -	\$ 0.26	\$ 6.80	2.26%
\$ 8.31	70	\$ 40.00	\$ 0.70	\$ 7.61	\$ 0.26	\$ 7.35	\$ 0.19	\$ 7.54	\$ -	\$ 0.26	\$ 8.50	2.29%
\$ 10.39	0.84	\$ 40.00	\$ 2.80	\$ 7.59	\$ 1.22	\$ 6.37	\$ 0.17	\$ 6.54	\$ (0.02)	\$ 1.20	\$ 10.54	1.44%
\$ 12.94	0.84	\$ 40.00	\$ 2.80	\$ 10.14	\$ 1.22	\$ 8.92	\$ 0.24	\$ 9.16	\$ (0.02)	\$ 1.20	\$ 13.16	1.70%
\$ 10.39	0.84	\$ 40.00	\$ 2.80	\$ 7.59	\$ 1.22	\$ 6.37	\$ 0.17	\$ 6.54	\$ (0.02)	\$ 1.20	\$ 10.54	1.44%
\$ 12.94	0.84	\$ 40.00	\$ 2.80	\$ 10.14	\$ 1.22	\$ 8.92	\$ 0.24	\$ 9.16	\$ (0.02)	\$ 1.20	\$ 13.16	1.70%

Exhibit "A"

City of Wildwood Rates Effective 10/1/12 through 9/30/13

Container Size (Dumpster)	Extra Dump	2 Dumps	3 Dumps	4 Dumps	5 Dumps
	Per week	Per week	Per week	Per week	Per week
2 cubic yds	\$8.33	\$63.44	\$95.15	\$126.87	\$158.59
4 cubic yds	\$15.63	\$124.79	\$187.19	\$249.58	\$311.98
6 cubic yds	\$22.94	\$184.07	\$276.10	\$368.13	\$460.16
8 cubic yds	\$29.17	\$235.72	\$353.57	\$471.43	\$589.29

Container Roll-Offs	Per Pull Charges on Open Top Containers
20 yd	\$185.31 plus tipping fees
30 yd	\$200.96 plus tipping fees
40 yd	\$216.62 plus tipping fees

Compactor Rolloff	Per Pull Charges
20 yd	\$263.59 plus tipping fees
30 yd	\$315.77 plus tipping fees
35 yd	\$352.30 plus tipping fees
40 yd	\$394.05 plus tipping fees

Service Typ	1st Cart Monthly	Limb Debris kup/Dispo	Monthly Fee	2nd Cart Monthly	3rd Cart Monthly
Residential, Inside City	\$13.73	\$3.08	\$16.81	\$10.54	\$10.54
Residential, Outside City	\$20.98	NA	\$20.98	\$13.16	\$13.16
Commercial Inside City	\$19.86	\$6.80 per CY	\$19.86 \$6.80 per CY	\$10.54	\$10.54
Commercial Outside City	\$24.81	\$8.50 per CY	\$24.81 \$8.50 per CY	\$13.16	\$13.16

Note: Minimum Commercial Dumpster Service is 2X/Week

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Second Addendum to Developer's Agreement with Oxford Assembly of God

REQUESTED ACTION: Commission approval of the Second Addendum to the Developer's Agreement with the Oxford Assembly of God (Staff recommends approval).

Work Session (Report Only) **DATE OF MEETING:** 10/22/2012
 Regular Meeting Special Meeting

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

BUDGET IMPACT: _____

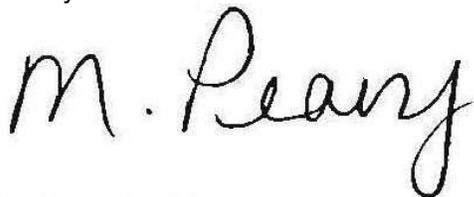
Annual **FUNDING SOURCE:** _____
 Capital **EXPENDITURE ACCOUNT:** _____
 N/A

HISTORY/FACTS/ISSUES:

The Second Addendum to the Oxford Assembly of God's Developer's Agreement modifies the number of ERUs (Equivalent Residential Units) necessary to support their expansion. The Oxford Assembly of God resubmitted for Site Plan approval (under the current Land Development Regulations) because their previous approvals had expired. In reviewing their Site Plan, the City Engineer has accepted their revised water and sewer demand certified by the Engineer of Record for the project, which calls for 12.6 ERUs of capacity instead of the full 17 ERUs originally reserved under their Developer's Agreement.

Therefore, staff has recalculated the amounts paid against the new amounts due and has determined that no fees will be due at the permitting stage, but that a total of \$1,374.90 will be due upon completion of construction prior to the issuance of their Certificate of Occupancy (CO).

Staff recommends approval of the Second Amendment to the Developer's Agreement with the Oxford Assembly of God.



Melanie Peavy
Development Services Director

Oxford Assembly of God Expansion Developer's Agreement Analysis ERU Reduction from 17 ERUs to 12.6 ERUs

Base Rates		
Water TIE Base Rate	\$	525.00
Sewer TIE Base Rate	\$	575.00
Water Connection Base Rate	\$	540.00
Sewer Connection Base Rate	\$	1,620.00
Project Rates		
Old ERU Count		17.00
New ERU Count		12.60
Water DF		1.07
Sewer DF		1.98
Water TIE Rate	\$	561.75
Sewer TIE Rate	\$	1,138.50

Fees Paid at 17 ERUs			
TIE Fees (100%)			
Water	\$	9,549.75	
Sewer	\$	19,354.50	
Connection Fees (50%)			
Water	\$	4,590.00	
Sewer	\$	13,770.00	
TOTAL:			\$ (47,264.25)
Fees Due at 12.6 ERUS			
TIE Fees (100%)			
Water	\$	7,078.05	
Sewer	\$	14,345.10	
Connection Fees (50% Agreement + 25% at Permitting)			
Water	\$	5,103.00	
Sewer	\$	15,309.00	
TOTAL:			\$ 41,835.15
CREDIT DUE:			\$ (5,429.10)
Connection Fees due at CO (25%)			
Water	\$	1,701.00	
Sewer	\$	5,103.00	
TOTAL:			\$ 6,804.00
FINAL AMOUNT DUE AT CO:			\$ 1,374.90

This instrument prepared by and
after recording return to:

Jerri A. Blair
JERRI A. BLAIR, P.A.
P.O. 130
Tavares, FL 32778
(352) 343-3755

**SECOND ADDENDUM TO DEVELOPER'S AGREEMENT
BETWEEN
THE CITY OF WILDWOOD, FLORIDA AND
OXFORD ASSEMBLY OF GOD**

This agreement, effective this _____ day of _____, 2007, made and entered into by and between the City of Wildwood, Florida, a Florida municipal corporation (hereinafter called "City"), and Oxford Assembly of God, its successors or assigns (hereinafter called "Developer"), is an addendum to that certain developers agreement between the City of Wildwood and Oxford Assembly of God dated August 17, 2006, which was recorded at Book 1646, P508-532, public records of Sumter County, Florida (hereinafter "the developer's agreement"), and which applies to development of the property owned by Developer identified in Exhibit "A" attached hereto. The parties agree as follows:

W I T N E S S E T H:

1. The original developer's agreement is hereby amended as follows:
 - a. The developer originally purchased 17 ERC's of water capacity and wastewater capacity based upon water and wastewater connection fee charges in effect at the time of purchase and is revising the developer's agreement to reduce the ERC's to 12.6.
2. All other provisions of the developer's agreement remain in full force and effect.

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:

CITY OF WILDWOOD

ATTEST:

BY: _____
Mayor Ed Wolf

Joseph Jacobs, City Clerk

Oxford Assembly of God

WITNESS

BY: _____

Its: _____

DATE: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, 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

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by _____, of Oxford Assembly of God, who has produced _____ as identification or is personally known to me.

Notary Public, State of _____

Commission #
My Commission Expires:

City of Wildwood

100 N. Main Street

Wildwood, FL 34785 - 352-330-1330

EXHIBIT _____
3. e. 1.
Page 5 of 10

DEVELOPER UTILITY CONCURRENCY CONNECTION FEES:

PROJECT NAME: Oxford Assembly of God Expansion

WATER CONNECTION FEE:

Check One

- | | | |
|---------------------------------------|-----------|--------------------------|
| a) Inside City, or, Pre-Annexation | \$ 540.00 | <input type="checkbox"/> |
| or b) Outside City, NO Pre-Annexation | \$ 675.00 | <input type="checkbox"/> |

One (1) water ERU = 300 gallons per day

Number of water connections (ERU's) requested # 12.6

TOTAL water connection fee charges = \$540.00 x #12.6 = **\$ 6,804.00**

DUE SCHEDULE:

- | | |
|---|-------------|
| 50% due on execution of developer's agreement | \$ 3,402.00 |
| 25% due on issuance of each construction permit | \$ 1,701.00 |
| 25% due on issuance of Certificate of Occupancy | \$ 1,701.00 |

TOTAL \$ 6,804.00

WASTEWATER CONNECTION FEE:

Check One

- | | | |
|---------------------------------------|-------------|--------------------------|
| a) Inside City, or, Pre-Annexation | \$ 1,620.00 | <input type="checkbox"/> |
| or b) Outside City, NO Pre-Annexation | \$ 2,600.00 | <input type="checkbox"/> |

One (1) wastewater ERU = 250 gallons per day

Number of wastewater connections (ERU's) requested # 12.6

TOTAL wastewater connection fee charges = \$ 1,620.00 x # 12.6 = **\$ 20,412.00**

DUE SCHEDULE:

- | | |
|---|--------------|
| 50% due on execution of developer's agreement | \$ 10,206.00 |
| 25% due on issuance of each construction permit | \$ 5,103.00 |
| 25% due on issuance of Certificate of Occupancy | \$ 5,103.00 |

TOTAL \$ 20,412.00

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: Oxford Assembly of God Expansion

1) WATER:

- a) One (1) water TIE due for every water connection ERU reserved
- b) Number of water ERU's reserved = # 12.6
- c) Number of water TIE's due = # 12.6
- d) Charge per water TIE for this project = \$ 561.75
- e) TOTAL water TIE charges due
 $\$561.75 \times \# 12.6 =$ \$ 7,078.05

2) WASTEWATER:

- a) One (1) wastewater TIE due for every wastewater connection ERU reserved
- b) Number of wastewater ERU's reserved = # 12.6
- c) Number of wastewater TIE's due = # 12.6
- d) Charge per wastewater TIE for this project = \$ 1,138.50
- e) TOTAL water TIE charges due
 $\$ 1,138.50 \times \# 12.6 =$ \$ 14,345.10

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 TRANSMISSION INFRASTRUCTURE EXTENSION FEE - (TIE FEE)

“Worksheet”

PROJECT NAME: Oxford Assembly of God Expansion

WATER TIE CALCULATION:

- One (1) tie (full distance) = 15,000 feet
- This project to nearest wellhead = 15,450 feet
- Distance schedule pro-rated value = 1.07 TIE
- Fee per one (1) full distance TIE = \$525.00
- This project fee = $\$525 \times 1.07 =$ \$561.75

WASTEWATER TIE CALCULATION:

- One (1) tie (full distance) = 15,000 feet
- This project to Wastewater Treatment Plant = 28,582 feet
- Distance schedule pro-rated value = 1.98 TIE
- Fee per one (1) full distance TIE = \$575.00
- This project fee = $\$575 \times 1.98 =$ \$1,138.50

TOTAL WATER AND WASTEWATER TIE (1)

$\$561.75 + \$1,138.50 =$ **\$1,700.25**

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

DISTANCE FACTORS FOR METHODS 3 & 4 - TABLE 2

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

PROJECTNAME: Oxford Assembly of God Expansion

Distance Range, in feet	Distance Factor (df)
0-1000	0.07
1001-2000	0.14
2001-3000	0.21
3001-4000	0.28
4001-5000	0.35
5001-6000	0.42
6001-7000	0.49
7001-8000	0.56
8001-9000	0.63
9001-10000	0.70
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 X WATER
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 X WASTERWATER
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

EXHIBIT A
3. e. 1.
Page 9 of 10

LEGAL DESCRIPTION

THAT PART OF HIGH SCHOOL ADDITION TO OXFORD AS RECORDED IN PLAT BOOK 1, PAGE 67, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

ALL OF BLOCK B, LESS THE WEST 123 FEET THEREOF.

AND

THAT PORTION OF LOTS 1 THRU 8 BLOCK A, THAT LIES WEST OF U.S. HIGHWAY NO. 301, LESS A PORTION DEEDED TO FDOT DESCRIBED AS FOLLOWS; COMMENCE AT THE SOUTHEAST CORNER OF SECTION 7, TOWNSHIP 18 SOUTH, RANGE 23 EAST; THENCE ALONG THE EAST LINE OF THE SOUTHEAST ¼ OF SAID SECTION 7, N00°01'50"W A DISTANCE OF 626.22 FEET; THENCE DEPARTING SAID EAST LINE, S89°59'37"W A DISTANCE OF 30.01 FEET TO THE SOUTHEAST CORNER OF LOT 4, BLOCK A, SAID HIGH SCHOOL ADDITION TO OXFORD, AND TO THE POINT OF BEGINNING; THENCE ALONG THE SOUTH LINE OF SAID LOT 4 CONTINUE S89°59'37"W A DISTANCE OF 14.89 FEET TO A POINT 53.75 FEET PERPENDICULAR MEASUREMENT TO THE CENTERLINE OF SURVEY STATE ROAD NO. 35 AS SHOWN ON FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, SECTION 18010-2504; THENCE DEPARTING SAID SOUTH LINE PARALLEL WITH SAID CENTERLINE OF SURVEY, N00°14'33"E A DISTANCE OF 248.25 FEET; THENCE S89°56'30"W A DISTANCE OF 96.20 FEET; THENCE N00°03'30"W A DISTANCE OF 19.72 FEET TO THE NORTH LINE OF LOT 1, BLOCK A OF SAID HIGH SCHOOL ADDITION TO OXFORD; THENCE ALONG SAID NORTH LINE N89°56'30"E A DISTANCE OF 109.92 FEET TO THE EAST LINE OF BLOCK A, SAID HIGH SCHOOL ADDITION TO OXFORD AND THE WEST RIGHT-OF-WAY LINE OF STATE ROAD 35; THENCE ALONG SAID EAST LINE AND SAID WEST RIGHT-OF-WAY LINE, S00°01'50"E 268.08 FEET TO THE POINT OF BEGINNING.

AND

THE EAST ½ OF LOTS 1 AND 4, BLOCK F LESS THE WEST 15 FEET THEROF.

AND

THAT PORTION OF THE NORTH ½ OF VACATED GARDENER STREET THAT LIES WEST OF THE WESTERLY RIGHT-OF-WAY OF U.S. HIGHWAY NO. 301, (STATE ROAD ON. 35) AND EAST OF A SOUTHERLY PROJECTION OF THE EAST LINE OF THE WEST 123 FEET OF BLOCK B.

AND

THAT PORTION OF THE SOUTH ½ OF VACATED GARDENER STREET THAT LIES WEST OF THE CENTERLINE OF LAVEIGNE STREET AND EAST OF THE CENTERLINE OF SCHOOL STREET.

AND

THAT PORTION OF THE EAST ½ OF VACATED LAVEIGNE STREET THAT LIES NORTH OF THE CENTERLINE OF GARDENER STREET.

AND

THE WEST ½ OF VACATED LAVEIGNE STREET.

City of Wildwood

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

Exhibit _____

3. e. 1.
Page 10 of 10

DEVELOPER UTILITY CONCURRENCY
REQUESTED UTILITY CONNECTION AVAILABILITY SCHEDULE
1.3 MGD EXPANSION WASTEWATER TREATMENT PLANT

PROJECT NAME: **Oxford Assembly of God Expansion**

YEAR 2008				Wastewater ERC's before the 1 st Quarter of '08 are in the existing plant
WATER				
WASTEWATER				
REUSE				
YEAR 2009	1 st Qtr. '09 ERU's Needed	2 nd Qtr. '09 ERU's Needed	3 rd Qtr. '09 ERU's Needed	4 th Qtr. '09 ERU's Needed
WATER	_____	_____	_____	_____
WASTEWATER	_____	_____	_____	_____
REUSE				
YEAR 2010	1 st Qtr. '10 ERU's Needed	2 nd Qtr. '10 ERU's Needed	3 rd Qtr. '10 ERU's Needed	4 th Qtr. '10 ERU's Needed
WATER	_____	_____	_____	_____
WASTEWATER	_____	_____	_____	_____
REUSE				
YEAR 2011	1 st Qtr. '11 ERU's Needed	2 nd Qtr. '11 ERU's Needed	3 rd Qtr. '11 ERU's Needed	4 th Qtr. '11 ERU's Needed
WATER	_____	_____	_____	_____
WASTEWATER	_____	_____	_____	_____
REUSE				
YEAR 2012	1 st Qtr. '12 ERU's Needed	2 nd Qtr. '12 ERU's Needed	3 rd Qtr. '12 ERU's Needed	4 th Qtr. '12 ERU's Needed
WATER	_____	_____	_____	12.6
WASTEWATER	_____	_____	_____	12.6
REUSE				

Development Authority: _____
Printed Name Signature Date

Authorized City Representative: _____
Printed Name Signature Date

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

ALL SEPARATE COMMERCIAL UNITS REQUIRE A MINIMUM OF ONE (1) FULL ERC

**INTERLOCAL AGREEMENT
BETWEEN
CITY OF WILDWOOD, FLORIDA
AND
NORTH SUMTER COUNTY UTILITY DEVELOPMENT DISTRICT**

THIS INTERLOCAL AGREEMENT (“Agreement”) is entered into this ____ day of _____, 2012, by and between **CITY OF WILDWOOD, FLORIDA** (the “City”), and **NORTH SUMTER COUNTY UTILITY DEVELOPMENT DISTRICT** (the “District”).

RECITALS

A. The District is a dependent district of Sumter County authorized by Chapter 189, Florida Statutes (the “Act”), Chapter 125, Florida Statutes, and Article VIII, Section 1, Florida Constitution, and created pursuant to Ordinance No. 2010-10 duly adopted by the Board of County Commissioners of Sumter County on July 13, 2010, as amended.

B. The City is a Florida municipal corporation.

C. Sumter County delegated responsibility for certain solid waste collection and disposal service activities to the District pursuant to authority provided to counties under Florida Statutes 403, Part IV, Resource Recovery and Management, which clearly articulates and affirmatively expresses State policy and empowers counties within the State of Florida with the authority and duty to provide solid waste management service including solid waste collection and disposal services through public and private entities to meet the needs of the areas within the individual county.

D. Pursuant to those powers conferred by the Act, the District proposes to provide environmentally conscientious and economically viable means and capacity for solid waste collection and disposal services within the boundaries of the District and all additions thereto.

E. The District proposes to exercise those powers conferred by the Act outside of its geographic boundaries and within that portion of the City of Wildwood lying within the Villages of Wildwood Development of Regional Impact.

F. Pursuant to the Act and pursuant to Section 163.01, Florida Statutes, the City and the District may provide by interlocal agreement for the District to exercise powers outside of

its geographical boundaries and within that portion of the City of Wildwood lying within the Villages of Wildwood Development of Regional Impact .

NOW, THEREFORE, the parties agree as follows:

1. Authority. This Agreement is entered into pursuant to the authority set forth in Chapters 163, 166 and 189, Florida Statutes (2012) and is consistent with the Comprehensive Plan for the City of Wildwood.

2. Definitions. Capitalized terms used and not otherwise defined in this Agreement shall have the meaning ascribed to such term in the Act.

3. Additional Powers of the District.

a. Pursuant to the provisions of the Act and Chapter 163 and particularly the City's authority in Chapter 166, Florida Statutes, the District shall have and is hereby granted the right within the boundaries of that portion of the City of Wildwood lying within the Villages of Wildwood Development of Regional Impact as it exists on the date of this Agreement, the authority to provide solid waste collection and disposal services.

b. In addition to any powers that the District may have, pursuant to the City's authority under Chapter 166, Florida Statutes, the District shall have and is hereby granted the right in that portion of the City of Wildwood lying within the Villages of Wildwood Development of Regional Impact as it exists on the date of this Agreement to exercise those powers authorized under Florida Statutes, Chapter 189, and to exercise those powers necessary or incidental thereto, including the right to set and collect fees.

c. Nothing in this Agreement shall be construed to (i) amend any term, provision or requirement of the Development Order for the Villages of Wildwood Development of Regional Impact, or (ii) authorize the District to charge Chapter 189 assessments or ad valorem taxes outside of the geographic boundaries of the District.

4. Indemnification of City by District. To the extent permitted by law (not to be construed as a waiver of sovereign immunity), the District shall indemnify and hold harmless the City for all acts or omissions of the District arising out of authority granted herein, and in connection with the performance of this Agreement. In no event will the City be required to make any payment for obligations of the District arising out of the authority granted herein.

5. Revenue Bonds; City Not Liable. The City acknowledges that the District may issue revenue bonds of the District in accordance with the Constitution and laws of the State of Florida, and the Act, to finance the acquisition, construction, and expansion of solid waste operations and facilities, which bonds may be secured by and payable from revenues derived from the operation of the facilities, including revenues from service provided within the territory governed by this Agreement. Any such revenue bonds issued by the District shall neither be, nor

constitute, the general obligations or indebtedness of the City, the State of Florida, or any political subdivision thereof, within the meaning of the general revenues of the City, the State of Florida, or any political subdivision thereof, but shall be payable solely from the secured by a lien upon and a pledge of revenues from the operation and its facilities and all monies in the funds and accounts established under the indenture pursuant to which any such bonds are issued or other security provided by the District, in the manner and to the extent provided in such indenture. No bondholder shall ever have the right to compel the exercise of the ad valorem taxing power of the City, or the State of Florida, or of any political subdivision thereof, or taxation in any form on any real or personal property to pay any such bonds or the interest thereon, nor shall any bondholder be entitled to payment of such principal and interest from any other funds of the City, the State of Florida, or any political subdivision thereof, other than from the security pledged by the District in such indenture.

6. Term. This Agreement shall commence upon the date that Sumter Sanitation, LLC delegates to the District its right to provide solid waste collection and disposal services pursuant to Section IV.I.1. of the Development Order for the Villages of Wildwood Development of Regional Impact, and unless earlier terminated or extended by mutual agreement of the parties, this Agreement shall expire ninety-nine (99) years from the date hereof.

7. Amendment. This Agreement may be modified or terminated in writing only by the mutual agreement of both parties in accordance with their respective laws, rules and procedures. Upon termination of the Agreement, the City shall have no duty to maintain or service and shall have no ownership interest in any personal property in place pursuant to this Agreement.

8. Severability. If any one or more of the covenants, agreements, or provisions of this Interlocal Agreement shall be held contrary to any expressed provision of law or contrary to any policy or expressed law, although not expressly prohibited, any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void, and shall be deemed separate from the remaining covenants, agreements, or provisions of this Interlocal Agreement.

9. Matters Unaffected. No right or obligation that may currently or subsequently exist respecting the parties and their relationship one to the other shall be deemed waived or otherwise affected by this Agreement, unless such right or obligation is specifically addressed herein.

10. Effective Date. This Agreement shall become effective upon execution by the District and the City.

Any amendments to this Agreement must likewise be executed by both parties before becoming effective.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representative.

AS TO CITY:

ATTEST:

CITY OF WILDWOOD, FLORIDA

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

FOR THE USE AND RELIANCE OF
THE CITY OF WILDWOOD, FLORIDA, ONLY,
APPROVED AS TO FORM AND LEGALITY

_____, Attorney for City

AS TO DISTRICT:

ATTEST:

NORTH SUMTER COUNTY UTILITY
DEPENDENT DISTRICT

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

**STATE OF FLORIDA
COUNTY OF SUMTER**

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by _____, as _____, and _____, as _____ of and on behalf of the **City of Wildwood, Florida**, who did not take an oath and is personally known to me.

NOTARY PUBLIC - STATE OF FLORIDA
Print Name _____
My Commission Expires: _____
Serial/Commission Number _____

**STATE OF FLORIDA
COUNTY OF SUMTER**

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by _____, as _____, and _____, as _____ of and on behalf of **North Sumter County Utility Dependent District**, who did not take an oath and is personally known to me.

NOTARY PUBLIC - STATE OF FLORIDA
Print Name _____
My Commission Expires: _____
Serial/Commission Number _____

RESOLUTION NO. 13-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NORTH SUMTER COUNTY UTILITY DEPENDENT DISTRICT REQUESTING THE CITY OF WILDWOOD, FLORIDA, TO CONSIDER ENTERING INTO AN INTERLOCAL GOVERNMENTAL AGREEMENT PURSUANT TO THE AUTHORITY SET FORTH IN CHAPTERS 163, 189 AND 166, FLORIDA STATUTES.

WHEREAS, the District is a dependent district of Sumter County authorized by Chapter 189, Florida Statutes (the "Act"), Chapter 125, Florida Statutes, and Article VIII, Section 1, Florida Constitution, and created pursuant to Ordinance No. 2010-10 duly adopted by the Board of County Commissioners of Sumter County on July 13, 2010.

WHEREAS, the City is a Florida municipal corporation.

WHEREAS, pursuant to those powers conferred by the Act, the District proposes to provide environmentally conscientious and economically viable means and capacity for solid waste collection and disposal services within the boundaries of the District and all additions thereto.

WHEREAS, the District proposes to exercise those powers conferred by the Act outside of its geographic boundaries and within that portion of the City of Wildwood lying within the Villages of Wildwood Development of Regional Impact.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE NORTH SUMTER COUNTY UTILITY DEPENDENT DISTRICT;

Section 1. The Whereas clauses herein above stated are incorporated in this Resolution.

Section 2. The District respectfully requests the City of Wildwood to enter into an Interlocal Governmental Agreement attached hereto as *Exhibit "A"* pursuant to Florida Statutes, Chapter 163.

PASSED AND ADOPTED by the Board of Supervisors of the North Sumter County Utility Dependent District, Sumter County, Florida, this 3rd day of October, 2012.

Board of Supervisors of the North Sumter County Utility
Dependent District, Sumter County, Florida

ATTEST:

By: [Signature]
Print Name: Janet Y. Tuit
Title: Secretary

By: [Signature]
Print Name: John E. Gibbons
Title: Vice Chairman

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Settlement Agreement with GandGinterprises, Inc. d/b/a Two Sisters Café and Euro-Finance Network, Inc.

REQUESTED ACTION: Commission approval of a Settlement Agreement with GandGinterprises, Inc. d/b/a Two Sisters Café and Euro-Finance Network, Inc. (Staff recommends approval).

Work Session (Report Only) **DATE OF MEETING:** 10/22/2012
 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:

Euro-Finance Network, Inc. owns a property at 1212 S. Main Street and has entered into a lease with GandGinterprises, Inc. (known as Two Sisters Café) to operate a restaurant at the property. There are two buildings located on the property, but only one water meter; a separate water meter is necessary for each business. However, due to the possible location of the pipes, a second meter would be at significant cost. Additionally, although there is disagreement about the previous use of the property as a restaurant/ice cream parlor, a hotel business was previously located on the property, such that a restaurant at this location would not be required to pay additional connection fees.

Since the properties in the area currently would not be negatively impacted, local business would be promoted, and generally the disagreement would be settled between the parties, Euro-Finance, Two Sisters, and the City have agreed in principle, subject to Commission approval, to allow the use of a shared water meter for six months with special conditions (within 180 days, one of the two buildings at 1212 S. Main must revert to vacancy, or a second meter must be installed and inspected by the City; Euro-Finance and Two Sisters waive their right to file any legal action on this matter).

Staff recommends approval of the Settlement Agreement with the Two Sisters Café and Euro-Finance Network, Inc.



Melanie Peavy
Development Services Director

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into this ____ day of _____, 2012 by and between the City of Wildwood, Florida, a municipal corporation (hereinafter the “City”), Euro-American Finance Network, Inc., (hereinafter “Finance”) and GandGinterprises, LLC, d/b/a 2 Sisters Café (hereinafter “2 Sisters”). Collectively referred to as “the parties”.

A. RECITALS

1. Finance is the owner of property lying within the limits of the City, at 1212 Main Street. Hereinafter “the property.” The property is zoned commercial. The property is currently used as a trading post which is permissible under the City’s existing Land Development Regulations.

2. Finance entered into a lease for the property with 2 Sisters, a small business.

3. There are two buildings located on the property. However, there is only one water meter. Under City regulations, because there will be two separate businesses located on the property; a separate water meter is necessary for each business. 2 Sisters and Finance have represented to the City they have expended significant funds to upgrade the building where the café will be located. If a second meter is required, it may be at a significant cost because of the possible location of the pipes on the property.

4. Additionally, Finance has represented to the City that the building has been used as a restaurant/ice cream parlor in the past, an allegation which the City specifically denies. Because of this, Finance has suggested that the use it is requesting is not a change of use which would require a second meter. While the City categorically denies these allegations, it wishes to promote the growth of business in the City and to avoid the

possibility of litigation.

5. There was a hotel business provision located on the property which has adequate water and wastewater capacity reserved so that the potential café would not be required to pay additional connection fees.

6. Because the use of the second building for a separate business is not permitted according to the decisions of the City of Wildwood Development Services Director, and the City of Wildwood Code of Ordinances it is being allowed at the direction of the City Commission as part of a settlement agreement to avoid litigation, and because the properties in the area currently would not be negatively impacted and local business would be promoted.

6. As a means of attempting to settle the disagreement between the parties, Finance, 2 Sisters and the City have agreed to allow Finance the use of the shared meter for a six month period with special conditions.

7. The parties recognize that the City's agreement to allow the use of the property without obtaining a second meter for a period of six months is good and valuable consideration for entering into this agreement.

B. AGREEMENT

Based upon the foregoing recitals, and for good and valuable consideration, the City, Finance and 2 Sisters have agreed as follows:

1. The recitals are incorporated herein and made a part of this agreement.
2. The effective date of this agreement shall be the date the agreement is fully executed by all of the parties to the agreement. Hereinafter this date shall be referred to as "the effective date of this agreement."

3. Finance and 2 Sisters may use the shared meter for a period of 180 days from the effective date of this agreement. The right to continue to use the meter for two businesses will automatically expire at the end of 180 days from the effective date of this agreement.

4. On or before 180 days from the effective date of this agreement, 2 Sisters and Finance shall:

- a. Remove the Café business from the Finance property; or,
- b. Have the second meter installed and approved by the City. As an alternative, 2 Sisters may continue to use the one meter if Finance and 2 Sisters enter into a lease leasing 2 Sisters all of the building space in both buildings and only one business is operated in both buildings.

5. The parties further agree that if one of the alternatives referred to in paragraph 3 do not occur prior to 180 days from the effective date of this agreement, the property will be in violation of the City of Wildwood Code of Ordinances and subject to a code enforcement lien which will begin accruing as of that date at an amount to be set by the Special Master. The lien will encumber the property.

6. Until such time as the requirements of paragraph 3 are met, both 2 Sisters and Finance are jointly and severally responsible for payment to the City of Wildwood in a timely manner the entire water and wastewater bill as it accrues each month and the parties recognize that the City will have the right to discontinue service if full payment is not received in a timely manner.

7. Should any party breach the terms of this settlement agreement, causing the

other party to employ an attorney for the enforcement of the provisions hereof, or for the collection of damages as a result of a breach, then the prevailing party's attorney's fees and court costs shall be paid by the nonprevailing party.

8. Finance and 2 Sisters will not seek to file any action in the circuit court and waive any right to hearing on this matter in any forum.

9. If 2 Sisters vacates the property at any time before 180 days from the effective date of this agreement, the use allowed under this agreement will automatically expire. Neither 2 Sisters nor Finance may assign or transfer its lease for the property or this agreement to any other person or entity.

10. Each party understands and agrees by execution hereof, the terms of this Settlement Agreement are binding upon the party and all representatives, successors and assigns of such party.

11. Each party represents and warrants that such party has approved of all of the terms, conditions and covenants of this Settlement Agreement and that such party has authority to enter into this Settlement Agreement.

12. The City, Finance and 2 Sisters and/or their representatives understand and agree that no agreement made pursuant to the terms of the Settlement Agreement, or other consideration given shall be intended to be, nor shall be construed to be, an admission of liability and any and all such liability is expressly denied.

13. If any one or more of the provisions of this Settlement Agreement, or the application of any such provisions to any person, entity, or set of circumstances, shall be determined to be invalid, unlawful, or unenforceable to any extent at any time, the remainder of this Settlement Agreement, and the application of such provision to persons,

entities, or circumstances other than those as to which it is determined to be invalid, unlawful or unenforceable, shall not be affected, and shall continue to be enforceable to the fullest extent permitted by law. Any invalid, unlawful, or unenforceable provision hereof shall be reformed to the extent necessary to render it valid, lawful, and enforceable in manner consistent with the intentions of the parties hereto regarding such provision.

14. This Settlement Agreement constitutes the entire agreement and understanding of the parties and their representatives, with respect to the transactions contemplated hereby, and supercedes all prior agreements, arrangements, and understandings related to the subject matter hereof. All the terms, provisions, conditions, covenants, warranties, recitals, and statements of intention in this Settlement Agreement shall be binding upon, inure the benefit of, and be enforceable by, the parties and their representatives.

15. EACH PERSON, ENTITY, OR PARTY WARRANTS THAT SUCH PARTY HAS READ THIS FULL AND FINAL SETTLEMENT AGREEMENT AND FULLY UNDERSTANDS IT. EACH PARTY WARRANTS THAT SUCH PARTY IS OF LEGAL COMPETENCE OR LEGAL CAPACITY, AND IS FREE, WITHOUT DURESS, TO EXECUTE THIS SETTLEMENT AGREEMENT, AND THAT SUCH PARTY HAS DONE SO OF FREE WILL AND ACCORD, WITHOUT RELIANCE ON ANY REPRESENTATION OF ANY KIND OR CHARACTER NOT EXPRESSLY SET FORTH HEREIN.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the ____ day of _____, 2012.

Signed, sealed and delivered

in the presence of:

ATTEST

CITY OF WILDWOOD

Joseph Jacobs, City Clerk

BY: _____
Mayor Ed Wolf

DATE: _____

GANDGINTERPRISES, LLC D/B/A
2 SISTERS CAFÉ

WITNESS

By:
Its:

WITNESS

EURO-FINANCE NETWORK, INC.

WITNESS

By:
Its:

WITNESS

State of Florida
County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, 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

State of Florida
County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by _____ of 2 Sisters, who has produced _____ as identification or is personally known to me.

Notary Public, State of Florida

State of Florida
County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by _____ of the Finance Network, Inc., who has produced _____ as identification or is personally known to me.

Notary Public, State of Florida

BILLS FOR APPROVAL
City of Wildwood, Florida
October 22, 2012

3. f. 1.
Page 1 of 3

CITY COMMISSION-LEGISLATIVE DEPARTMENT

1	Payroll	October 7, 2012 Pay Period - 5 Employees	\$	3,005.96
2	Florida League of Cities	Membership	\$	421.25
3	PGIT	Workers Comp Insurance	\$	29.44

CITY MANAGER-EXECUTIVE DEPARTMENT

4	Payroll	October 7, 2012 Pay Period - 2 Employees	\$	6,185.03
5	Arbor Day Foundation	Yearly Membership	\$	25.00
6	Bright House	Internet Service	\$	18.66
7	Florida League of Cities	Membership	\$	84.25
8	PGIT	Workers Comp Insurance	\$	92.65

CITY CLERK-FINANCIAL & ADMINISTRATIVE DEPARTMENT

9	Payroll	October 7, 2012 Pay Period - 4 Employees	\$	10,206.73
10	Air Mechanical & Service Corp	Installed 3 Sensors, Checked all Operations	\$	448.29
11	Besco Electric Supply Company	Bulbs	\$	78.30
12	Bright House	Internet Service	\$	37.32
13	Brown & Brown of Florida, Inc.	AD&D - Renewal Policy	\$	1,108.00
14	C N A Surety	Bond Insurance FLPEFPB #3	\$	125.71
15	Dart Electronics, Inc	Fire Alarm Test/Certification	\$	260.00
16	Florida League of Cities	Membership	\$	168.50
17	IMS	Software Maintenance	\$	413.00
18	International Institute Municipal Clerks	Alice Borrack Membership	\$	85.00
19	Municode	Annual Billing Oct 2012 - Sept 2013	\$	550.00
20	Munn's Sales & Service, Inc	Fix Leak and Add Refrigerant	\$	162.99
21	PGIT	Workers Comp Insurance	\$	153.56
22	Progress Energy	Electric Service	\$	385.43
23	The Villages Daily Sun	Subscription	\$	56.07
24	Villages Technology Solutions Group	Email Services for All General Funds	\$	487.50

DEVELOPMENT SERVICES

25	Payroll	October 7, 2012 Pay Period - 4 Employees	\$	10,675.34
26	Bright House	Internet Service	\$	37.32
27	PGIT	Workers Comp Insurance	\$	148.98

HUMAN RESOURCES

28	Payroll	October 7, 2012 Pay Period - 1 Employee	\$	2,013.54
29	Bright House	Internet Service	\$	9.33
30	PGIT	Workers Comp Insurance	\$	22.02

POLICE DEPARTMENT

31	Payroll	October 7, 2012 Pay Period - 31 Employees	\$	62,213.38
32	American AED, Inc.	External Defibrillators	\$	2,470.00
33	Century Link	Translink Chan	\$	568.00
34	Dana Safety Supply, Inc	Weapons Racks and Mounts	\$	1,052.15
35	Jeff Revis Wrecker Service, Inc	Towing	\$	125.00
36	Kevin Mathews Medical Services	First Aid and Safety Products	\$	155.00
37	Maroone Dodge of Pembroke Pines	USDA Police Car Grant	\$	83,074.00
38	Ocala Specialty Hardware & Install	Furnish & Install Two Combination Lock	\$	1,300.00
39	PGIT	Workers Comp Insurance	\$	10,898.20
40	Progress Energy	Electric Service	\$	1,419.76

41	Tom Swain Tax Collector	Tag and Titles	\$	396.30
42	Verizon Wireless	Bluetree	\$	1,099.71

STREET DEPARTMENT

43	Payroll	October 7, 2012 Pay Period - 10 Employees	\$	17,903.83
44	Bright House	Internet Service	\$	39.98
45	C.R. 466A Landfill Facility, LLC	Tipping Fee	\$	145.89
46	Dept of Corrections	Work Squad 1st Quarter	\$	14,501.00
47	Hi-Way Sign Company	Signs	\$	418.58
48	Petersen Industries, Inc	Hydraulic Actuator, Bushings	\$	5,230.00
49	PGIT	Workers Comp Insurance	\$	7,602.03
50	Professional Maintenance Prod., Inc	Heavy D Cleaner	\$	79.95
51	Progress Energy	Electric Service	\$	4,779.32
52	Salescorp Of Florida	Gatorade	\$	69.90
53	Sumter Electric	Electric Service	\$	173.17
54	Xpress Materials, Inc	Concrete Pour	\$	547.00

FLEET SERVICES

55	Payroll	October 7, 2012 Pay Period - 2 Employees	\$	5,048.38
56	Bright House	Internet Service	\$	39.97
57	PGIT	Workers Comp Insurance	\$	2,104.89
58	Professional Maintenance Prod., Inc	Heavy D Cleaner	\$	79.95
59	Progress Energy	Electric Service	\$	103.36

COMMUNITY RE-DEVELOPMENT

60	Payroll	October 7, 2012 Pay Period - 2 Employees	\$	2,356.01
61	PGIT	Workers Comp Insurance	\$	18.88

PARKS AND RECREATION

62	Payroll	October 7, 2012 Pay Period - 5 Employees	\$	5,988.10
63	Bright House	Internet Service	\$	9.33
64	Century Link	Telephone Service	\$	39.41
65	Culligan	Softener Rental - Lake Deaton Wigglesworth	\$	32.95
66	Dept of Corrections	Work Squad 4th Quarter	\$	8,700.60
67	Nature Calls Inc	Port O Let Rentals	\$	165.00
68	PGIT	Workers Comp Insurance	\$	1,426.62
69	Progress Energy	Electric Service	\$	515.32
70	Salescorp Of Florida	Gatorade	\$	128.00
71	Sumter Electric	Electric Service	\$	302.84
72	Turfmasters and Associates, Inc	Lawn Fertilization and Pest Control	\$	725.00
73	U.S. HealthWorks	PE-Basic, DS Urine, COC - New Employee	\$	120.00

COMMUNITY CENTER & OXFORD COMMUNITY CENTER

74	Bright House	Internet Service	\$	79.95
75	HD Supply WaterWorks	Tubing, PVC, Unions, Galv Nipples, Etc	\$	415.20
76	Oracle Elevator	Regular Service	\$	427.89
77	Sumter Electric	Electric Service	\$	1,473.96

PHYSICAL ENVIRONMENT ADMINISTRATIVE DEPARTMENT

78	Payroll	October 7, 2012 Pay Period - 3 Employees	\$	5,275.57
79	Air Mechanical & Service Corp	Installed 3 Sensors, Checked all Operations	\$	448.29
80	Besco Electric Supply Company	Bulbs	\$	78.30
81	Bright House	Internet Service	\$	27.99
82	Dart Electronics, Inc	Fire Alarm Test/Certification	\$	260.00
83	IMS	Software Maintenance	\$	115.00

84	Postmaster	Utility Bills Postage Leesburg	\$	1,161.44
85	PGIT	Workers Comp Insurance	\$	76.35
86	Villages Technology Solutions Group	Email Services for All Enterprise Funds	\$	487.50

UTILITY DEPARTMENT

87	Payroll	October 7, 2012 Pay Period - 23 Employees	\$	44,032.71
88	Almac Unlimited, Inc	Boots, Gloves	\$	268.13
89	AmeriGas	Tank Rental 500 Gallon	\$	125.04
90	B & M Equipment	Double Drum Roller Rental	\$	142.48
91	Bright House	Internet Service	\$	84.95
92	C & C Peat Co., Inc	Wastewater Treatment-Dewatered Bio-Solids	\$	2,060.00
93	Century Link	Telephone Service	\$	113.58
94	Cottom's A-1 Sod	Bahia Sod	\$	20.00
95	Del Zotto Products of Florida, Inc	Adjustment Rings	\$	620.00
96	Dept of Corrections	Work Squad 4th Quarter	\$	5,800.40
97	Fort Bend Services, Inc	Polymer	\$	2,880.00
98	Grand Rental Station	Straight Boom, Safety Harness	\$	775.00
99	HD Supply WaterWorks	Manhole Riser	\$	714.00
100	Luzadder, Inc.	Repair Reuse Pump #2, Repair CC Pump #4	\$	650.00
101	Milling Technologies, Inc	Cylinder Re-Seal, Seal Kit, Etc	\$	148.39
102	MMD Computer Center, Inc	Cyber Power 600V, Wireless Mouse, Repair 5 Ports	\$	310.00
103	Odyssey Manufacturing	Hypochlorite Solution	\$	2,356.37
104	Plant Technicians	Environmental Testing	\$	465.00
105	PGIT	Workers Comp Insurance	\$	7,724.71
106	Professional Maintenance Prod., Inc	Citra Solve Lift Station Degreaser	\$	1,450.00
107	Progress Energy	Electric Service	\$	5,278.93
108	Sumter Air & Heat, Inc.	Replace Fan Motor	\$	355.79
109	Sumter Electric	Electric Service	\$	7,182.36
110	TAW Orlando Service	New 20 HP Motor, Repair 40 HP Pump	\$	4,547.89
111	Techen, Inc	Repair and Calibrate Backflow	\$	672.77
112	The Dumont Company, Inc	Hypochlorite Solution, ClearFlow Inhibitor	\$	1,316.50
113	UPS	Shipping Postage	\$	27.63
114	USA BlueBook	Tubing, Dispensers, Blue Paint	\$	219.92
115	VWR	Std Gel Epoxy, BDH Buffer, Copper Sulfate, Etc	\$	586.45

GREENWOOD CEMETERY

ATTORNEYS/CONSULTANTS/SURVEYORS

116	A. Duchart Land Surveying, Inc	CRA Sidewalk Surveys	\$	750.00
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FUEL INVENTORY

117	Stone Petroleum Products, Inc	Unleaded Gasoline	\$	10,380.72
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TOTAL			\$	394,049.09
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CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

SEAL

ATTEST: _____
Joseph Jacobs, City Clerk

Ed Wolf, Mayor

CITY OF WILDWOOD

CITY COMMISSION REPORT

Commission Meeting Date: Oct. 22, 2012

Subject: Huey Street Elevated Water tank

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

Department: Utility Department

Staff Recommendation (Motion Ready):

Approve replacement of the SCADA radio in the elevated water tank by Industrial Electric in the amount of \$1,947.00 plus \$250.00 to add surge protection for a total cost of \$2,197.00.

BACKGROUND:

On August 3, 2012 the Huey Street water plant sustained a lightning strike. The results of this strike were:

- Loss of two (2) computers
- Loss of the printer/copier
- Damage to the control system for the well pump
- Loss of the SCADA radio for the elevated tank
- Loss of the electronic gate opener

FINDING, CONCLUSIONS AND RECOMMENDATIONS:

FINDINGS:

- All repairs have been made except the SCADA radio for the elevated tank
- Cost of damage, including SCADA radio, is estimated at \$5,500.

CONCLUSIONS:

- Insurance deductible is \$5,000
- This is an integral part of the City's present SCADA system, supplying data to a central location for monitoring of the water level in the elevated tank.

LEGAL REVIEW: N/A

RECOMMENDATIONS:

Staff recommends approval of the replacement and installation of the surge protection.

FISCAL IMPACT:

Funding source is from Water Division, Repair and Maintenance, Account #401-0036-536.0460 with an unencumbered balance of \$213,250.00 as of October 1, 2012.

ALTERNATIVES:

The only alternative is to do nothing and this jeopardizes the functionality of the water system.

SUPPORT MATERIAL:

Quote dated August 15, 2012 from Industrial Electric Services of Central Florida, Inc.
Detail of August 15, 2012 quote, dated August 30, 2012.

C:\Users\bphillips\Documents\Agenda Items\October 22, 2012 meeting\Huey Street Tower radio\Agenda memo.doc

Interstate Electrical Services of Central Florida Inc. 3. f. 2.
Page 3 of 4

697 North West 56th Street Ocala, Florida 34475

State Certified: # EC13002470

Office: 352-732-6332, Fax: 352-732-3542

Jeremy cell - 352-266-2826

TO: City of Wildwood
100 N Main Street
Wildwood FL 34785

Attn: Mark

We Are Pleased To Submit Our Estimate On The Following Electrical Work

Job Location: Huey Street File Name: Radio Estimate Date: 8/15/12

All material and work to be in accordance with 2008 National Code and Local Electrical Authority

Provide and install (01) RadioLinx RLXIB-1HG radio in water tower. Note: Radio is connected to the Ethernet and should be surge protected.

ALL WORK IS TO BE COMPLETED ON A TIME AND MATERIAL BASES @ a rate of \$65.00 per man hour plus materials. All above is to be completed at one time or will be subject to additional pricing.

We hereby Estimate to furnish and install the above complete in accordance with the above specifications for the sum of : One Thousand Nine Hundred and Forty-Seven Dollars (\$ 1,947.00)

Work is to be completed during normal working hours Monday thru Friday only. Fire and or Draft stopping, blocking, sealing etc is not included. All materials used in this contract are as specified and the entire job is to be done in a neat and professional manner. Any alteration or deviation from the specifications herein upon involving extra cost of labor and materials will be executed only on receipt of written orders for same, and will become an extra charge over the sum mentioned in this contract. Oral agreements with our technicians will not be recognized. Warranty for labor shall be 90 days from electrical completion. We do not warranty any acts of God for any period of time.

Additions to the above

Provide and install (02) LAN surge protection: \$250.00

Jeremy Roberson, Supervisor-Estimator
INTERSTATE ELECTRICAL SERVICES
of CENTRAL FL. Inc.

PAYMENTS ARE AS FOLLOWS: 100 % BALANCE DUE PLUS EXTRAS AT COMPLETION

The foregoing terms, specifications and conditions are satisfactory and the same are hereby accepted and agreed upon, and you are hereby authorized to execute the same. I understand that I will be responsible for any and all fees incurred by Interstate Electrical Services of Central Fl. Inc., should I violate the above terms.

WITNESSED _____

SIGNED _____

DATE _____ 20 _____

SIGNED _____

This Estimate is void thirty days from date unless signed and returned to bidder. Material costs are subject to change without notice!

Interstate Electrical Services of Central Florida Inc.**3. f. 2.
Page 4 of 4**697 North West 56th Street Ocala, Florida 34475

State Certified: # EC13002470

Office: 352-732-6332, Fax: 352-732-3542

TO: City of Wildwood
100 N Main Street
Wildwood Fl 34785

Attn: Mark

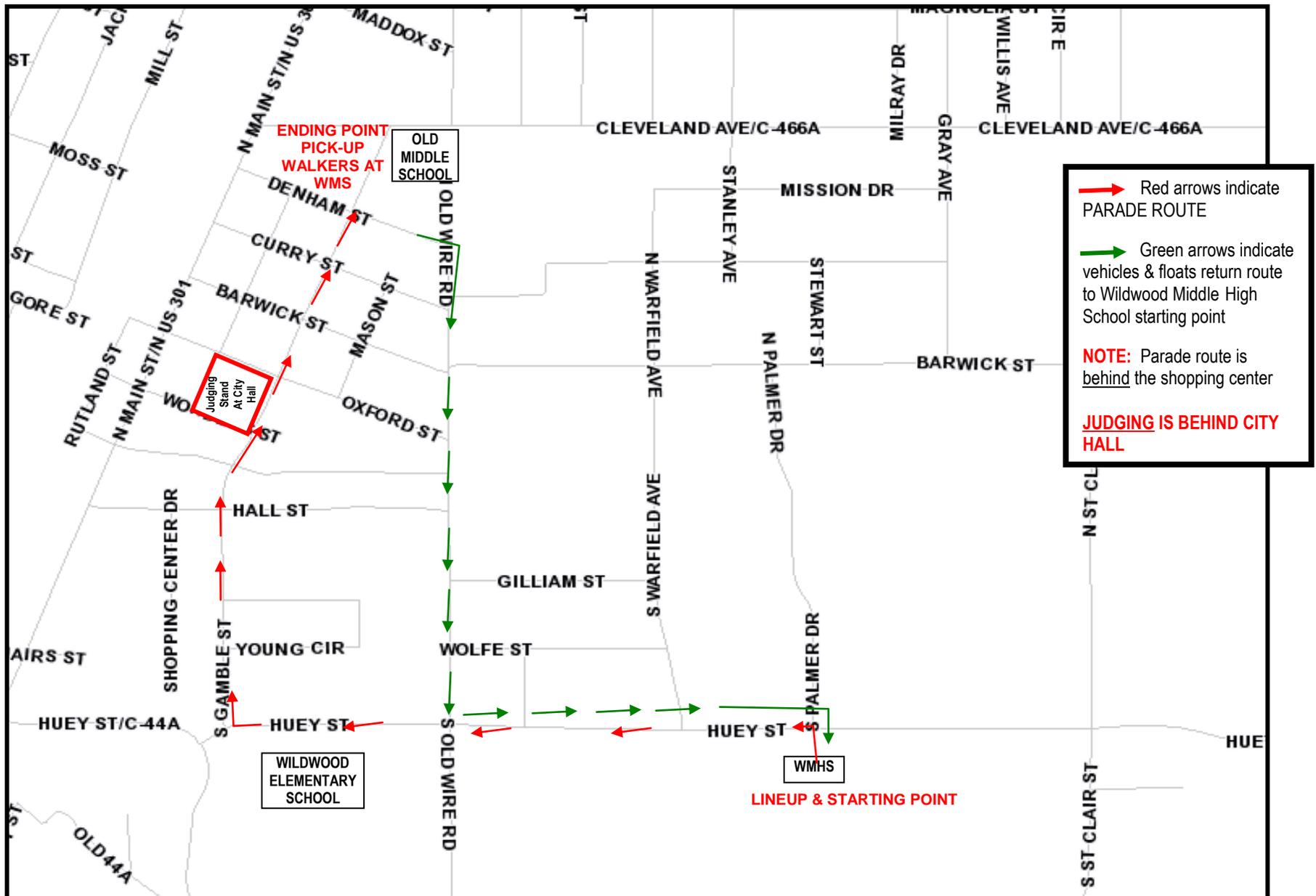
Job Location: Huey Street File Name: Radio Estimate Date: 8/30/12

This document is for budget figures only this is not an invoice

Provide (01) RadioLinx RLXIB-1HG radio in water tower	\$1,664.00
Provide (01) Poly Phaser AL-LSXM coaxial protector	\$ 68.00
Labor installation and programming	<u>\$ 215.00</u>
Total Amount	\$1947.00

Jeremy Roberson, Supervisor-Estimator
INTERSTATE ELECTRICAL SERVICES
of CENTRAL FL. Inc.

WILDWOOD CHRISTMAS PARADE ROUTE



October 16, 2012



Good afternoon,

Wildwood Rotary and Wildwood Athletic Club are pleased to announce their joint venture in an upcoming fundraiser. The two non-profit (local community) organizations will be hosting the “First Annual 5K and Fun Run” in the city of Wildwood.

We have contracted Racetime Sports in Altamonte Springs, to assist in the race day event. Racetime Sports will assist in the registration, timing bibs/chips, spreadsheets, mile markers along the route, a inflatable finish line” etc; all of which will make this event one of class, character, and fun for the community of Wildwood.

We would like to propose the “race” route begin and end at Wildwood’s City Hall and (front) courtyard. The event will begin with a packet pick up/sign in registration at 7:00am with the race “gun” sounding promptly at 8am. Allowing for the morning’s event to continue at least until the noon hour on this Saturday (allowing for break down, and clean up of the area we used.)

We feel that using City Hall as our focal point will be a great way to build community support, community exposure, and show our true WILWOOD PRIDE. It is also our hopes/goal that by beginning and ending the 5K at City Hall, local businesses will have the opportunity for guests to visit their shops, and/or restaurants at the end of the 5K event.

The 5K route (3.1 miles) will be mapped accordingly and submitted with our venue request at the City Commissioner’s Meeting Monday October 22nd. We would like to have a few minutes on the docket to present our proposal, and explanation of the upcoming 5K community FUNdraiser.

It is the goal of the Wildwood Rotary and the Wildwood Athletic Club to sponsor this fundraiser in order to give back to our community. In the past, both Wildwood groups have supported Wildwood athletic programs, Wildwood educational programs, and community projects. The proceeds we hope to raise on March the 16th will be treated no differently. They will be used to further assist within in our community.

Thank you for your time this afternoon. We look forward to speaking with you more on Monday, the 22nd of October.

Yours in Rotary,

Erika L. Corley
elckook@gmail.com
Cell: (352)470-3237

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Design District Standards – Extension of deadline to bring non-conforming signs into compliance.

REQUESTED ACTION: Commission approval of a revision to the Design District Standards extending the date for non-conforming signs to be brought into compliance in the City of Wildwood (Staff recommends approval).

Work Session (Report Only) **DATE OF MEETING:** 10/22/2012
 Regular Meeting Special Meeting

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

BUDGET IMPACT: _____

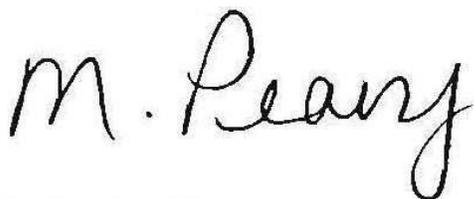
Annual **FUNDING SOURCE:** _____
 Capital **EXPENDITURE ACCOUNT:** _____
 N/A

HISTORY/FACTS/ISSUES:

On July 25, 2011, the City Commission passed a major revision to the Land Development Regulations (LDRs) and the accompanying Design District Standards. Subsection (J)(6)(b) of the Design District Standards contains a requirement that all non-conforming signs be completely removed or brought into compliance no later than January 1, 2017. However, the City has not been proactive in enforcing this requirement.

To ensure that all non-residential property owners have ample time to bring any existing non-conforming signs into compliance, staff recommends that the deadline for compliance be changed to January 1, 2023 to give staff time to identify, notify, and work with the affected owners to remove their signs or bring their signs into compliance.

Staff recommends approval of this change to the Design District Standards.



Melanie Peavy
Development Services Director

**CITY OF WILDWOOD
EXECUTIVE SUMMARY**

**3. g. 4.
Page 1 of 1**

SUBJECT: Annual Employee & Volunteer Appreciation Banquet(s)

REQUESTED ACTION:

1. Do you want it to be held in December or January?

2. Should we hire another DJ/entertainer?

Option: Not hold a banquet and spend the money designated for the banquet to purchase a gift card to a restaurant for each employee (Outback, Red Lobster, Long Horn, etc.) that the employee can use whenever they wish.

Work Session (Report Only)

Regular Meeting

DATE OF MEETING:

October 22, 2012

Special Meeting

CONTRACT: N/A

Effective Date: _____

Managing Division / Dept: _____

Vendor/Entity: _____

Termination Date: _____

BUDGET IMPACT: _____

Annual

Capital

N/A

FUNDING SOURCE:

EXPENDITURE ACCOUNT:

Annual Budget

HISTORY/FACTS/ISSUES:

A few employees are asking about the annual appreciation banquet which has traditionally been held between Christmas and New Years with the exception of last year when it was held in January 2012.