



## **CITY COMMISSION - CITY OF WILDWOOD**

### **Mayor/Commissioner – Ed Wolf – Seat 1**

Mayor Pro-Tem/Commissioner – Pamala Harrison-Bivins – Seat 2

Robby Strickland – Seat 3

Don C. Clark – Seat 4

Julian Green – Seat 5

Bill Ed Cannon – City Manager

## **AGENDA**

### **REGULAR MEETING**

**September 24, 2013 - 7:00 PM**

City Hall Commission Chamber

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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.

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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.

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

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### **CALL TO ORDER**

- INVOCATION
- FLAG SALUTE
- PLEASE TURN OFF ALL CELL PHONES AND PAGERS

### **CONSENT AGENDA/INFORMATIONAL ITEMS**

*(A consent agenda may be presented by the Mayor at the beginning of a meeting. Items may be removed from the consent agenda on the request of any one Commissioner. Items not removed may be adopted by general consent without debate. Removed items may be taken up either immediately after the consent agenda or placed later on the agenda at the discretion of the Commission.)*

1. Minutes
2. Bills for Approval (Attachment – Staff Recommends Approval)
3. City of Wildwood's UF BEBR estimated population 7,116 as of April 1, 2013 (Attachment – Staff Recommends Approval)

### **PUBLIC HEARINGS – 7:00 PM**

4. Setting Ad valorem Millage Rate for FY 2013-2014 – *A Resolution of the City of Wildwood, Florida adopting the final levying of ad valorem taxes for City of Wildwood, Florida; providing for an effective date.* Advertised as Public Hearing. With adoption Resolution No. R2013-21. (Attachment) (Staff Recommends Approval)
5. Adoption of FY 2013-2014 Budget in the amount of \$18,889,340 – With Budget Summary and adopting Resolution No. R2013-22. *A Resolution of the City of Wildwood, Florida*

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Adopting the Final Budget for Fiscal Year 2014; Providing For an Effective Date. Advertised as **Public Hearing**. (Attachment) (Staff Recommends Approval)

6. **Public Hearing** for Discussion/Decision to submit application for FRDAP Grant with recommendations for improvements to the Martin Luther King Park and Millennium Park, with approving Resolutions attached.

Resolution to authorize submission of a FRDAP Grant Application for Millennium Park.

- R2013-24: A Resolution Of The City Of Wildwood Florida, Authorizing The Submission Of A Florida Recreation Development Assistance Program (Frdap) Grant Application To The Florida Department Of Environmental Protection (Fdep) For The 2014-2015 Program Year.

Resolution Committing the City to Amend the Local Government Comprehensive Plan Capital Improvements Element if grant funds are received.

- R2013-25: A Resolution Of The City Commission Of Wildwood, Florida, Committing The City To Amend The 5-Year Schedule Of Capital Improvements Of The City Of Wildwood Local Government Comprehensive Plan Capital Improvements Element Pursuant To The Local Government Comprehensive Planning And Land Development Regulation Act (Chapter 163, Part II, Florida Statutes; Providing For Severability; And Providing For An Effective Date.

Resolution to authorize submission of a FRDAP Grant Application for Martin Luther King Park.

- R2013-26: A Resolution Of The City Of Wildwood Florida, Authorizing The Submission Of A Florida Recreation Development Assistance Program (Frdap) Grant Application To The Florida Department Of Environmental Protection (Fdep) For The 2014-2015 Program Year.

Resolution Committing the City to Amend the Local Government Comprehensive Plan Capital Improvements Element if grant funds are received.

- R2013-27: A Resolution Of The City Commission Of Wildwood, Florida, Committing The City To Amend The 5-Year Schedule Of Capital Improvements Of The City Of Wildwood Local Government Comprehensive Plan Capital Improvements Element Pursuant To The Local Government Comprehensive Planning And Land Development Regulation Act (Chapter 163, Part II, Florida Statutes; Providing For Severability; And Providing For An Effective Date.

(Attachments)(Staff Recommends Approval)

Quasi-Judicial below:

7. Second final reading of Ordinance No. O2013-24; An Ordinance Of The City Of Wildwood Granting A Request For A Residential Planned Development Pursuant To Section 8.6 Of The Land Development Regulations. For Certain Property Within The City Of Wildwood, Florida; Owned By Mid-Florida Properties, Llc; Providing For Severability; Providing For Codification; And Providing For An Effective Date. This is an Ordinance approving the request of Oxford Oaks Planned Development (RPD) owned by Mid Florida Properties, LLC. Case RZ 1305-02 Staff Recommends Approval with conditions. (Attachments)

8. Second final reading of Ordinance No. O2013-40; *An Ordinance Of The City Commission Of The City Of Wildwood, To Adopt Flood Hazard Maps, To Designate A Floodplain Administrator, To Adopt Procedures And Criteria For Development In Flood Hazard Areas, And For Other Purposes; To Adopt Local Administrative Amendments To The Florida Building Code; Providing For Applicability; Repeal; Severability; And An Effective Date.* This is an Ordinance to adopt policies and procedures as required by the Federal Emergency Management Agency in conjunction with Florida Building Code. (Attachments – Staff Recommends Approval)
9. Second final reading of Ordinance No. O2013-41: *An Ordinance Of The City Of Wildwood Florida; Proposing A Small Scale Land Use Amendment To The Adopted Local Comprehensive Plan And Future Land Use Map In Accordance With The Community Planning Act Of 2011, As Amended; Providing For Codification; Providing For Conflict; And Providing For An Effective Date.* This is an ordinance reclassifying parcel # D17=062 containing 4.75 +/- acres (Amsdell Storage Ventures, XV, LLC) from Sumter County “Commercial” to City “Commercial” requiring a Small Scale Future Land Use Map Amendment to the adopted Comprehensive Plan; based on favorable recommendation by the Planning and Zoning Board/Special Magistrate acting as the Local Planning Agency, case CP 1308-01 (Attachments – Staff Recommends Approval)
10. Second final reading of Ordinance No. O2013-42; *An Ordinance Of The City Of Wildwood Florida; Proposing A Zoning Map Amendment To The Official Zoning Map In Accordance With Sections 3.2 And 3.3 Of The Land Development Regulations; Providing For Codification; Providing For Conflict; And Providing For An Effective Date.* This is an ordinance rezoning parcel # D17=062 containing 4.75 +/- acres (Amsdell Storage Ventures, XV, LLC) from Sumter County “CL: Light Commercial” to City “C-3: General Commercial – Highway” in conformance with the Future Land Use Map of the Comprehensive Plan; based on favorable recommendation by the Planning & Zoning Board/Special Magistrate, case RZ 1308-01 (Attachments – Staff Recommends Approval – subject to approval of Ordinance O2013-41)
11. Second final reading of Ordinance No. O2013-43; *An Ordinance Of The City Of Wildwood Florida; Proposing A Small Scale Land Use Amendment To The Adopted Local Comprehensive Plan And Future Land Use Map In Accordance With The Community Planning Act Of 2011, As Amended; Providing For Codification; Providing For Conflict; And Providing For An Effective Date.* This is an ordinance reclassifying parcel # G05=010 containing 1.88 +/- acres (Susan Lee Hooper, Trustee) from “Low Density Residential” to “Commercial” requiring a Small Scale Future Land Use Map Amendment to the adopted Comprehensive Plan; based on favorable recommendation by the Planning and Zoning Board/Special Magistrate acting as the Local Planning Agency, case CP 1308-02 (Attachments – Staff Recommends Approval)
12. Second final reading of Ordinance No. O2013-44; *An Ordinance Of The City Of Wildwood Florida; Proposing A Zoning Map Amendment To The Official Zoning Map In Accordance With Sections 3.2 And 3.3 Of The Land Development Regulations; Providing For Codification; Providing For Conflict; And Providing For An Effective Date.* This is an ordinance rezoning parcel # G05=010 containing 1.88 +/- acres (Susan Lee Hooper, Trustee) from “R1: Low Density Residential” to “C-1: General Commercial – Downtown” in conformance with the Future Land Use Map of the Comprehensive Plan; based on favorable recommendation by the Planning & Zoning Board/Special Magistrate, case RZ 1308-03 (Attachments – Staff Recommends Approval – subject to approval of Ordinance O2013-43)

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**PRESENTATIONS AND/OR PROCLAMATIONS** – none

**PUBLIC FORUM**

- Richard D. Childers -

**ORDINANCES FIRST READING ONLY (NOTE VOTE)**

**RESOLUTIONS FOR APPROVAL**

13. Resolution No. R2013-23 Rescinding and Replacing Resolution R2013-13. R2013-23 - *A Resolution Of The City Commission Of The City Of Wildwood, Florida, Providing For Increases To The Water And Wastewater User Charge Ordinance And Facility Availability Base Rates; Rescinding And Replacing Resolution R2013-13; Providing For An Effective Date.* This Resolution corrects the Outside User Rate for Commercial water users. R2013-13, Section 4, reflects \$1.90 but should have been \$1.88. (Attachment) (Staff Recommends Approval)

**FINANCIAL & CONTRACTS & AGREEMENTS**

14. General Insurance – Liability, Casualty, Workers Comp, Auto, etc. Discussion/Decision on renewal for FY 2013-14 comparison. Representatives invited to answer any questions. (Separate Proposal packets delivered to Mayor and Commissioners 9-19-13.) (Attachment) (Board Option)
15. August 2013 Budget Comparison Report.
16. Kimley-Horn Associates (KHA) Agreement renewal. One year extension proposed. (Attachment) (Staff Recommends Approval)
17. Request from Parks & Rec Coordinator Hudson to purchase Floor Machine for Community Centers to replace current broken machine. Staff recommends purchase of Viper Fang 20 in the amount of \$3,696. (Attachment)
18. Request from Police Chief Reeser to purchase five (5) FALCON Rapid ID Scanners for the purpose of subject identification. Purchase amount of \$10,445 to come from Impact Fees. (Attachment) (Staff recommends approval)
19. Request from Police Chief Reeser to purchase six (6) 2014 Ford Explorer Interceptors. FY2013-14 budget impact of \$56,000 to General Fund. Purchase price of \$43,200 each, financed over five years. Fleet Services Coordinator participated in recommendation. (Attachment) (Board Option)
20. Utility Department request to purchase 2013 Ford Explorer for use by the Director. Estimated cost \$26,000 with Enterprise unrestricted funds. (Attachment) (Board Option)
21. Oxford Oaks Developer's Agreement (relates to O2013-24 Oxford Oaks Planned Development). (Attachment) (Staff recommends Approval.)
22. Baker House Leveling Price Quotes. Three quotes received. (Attachment) (Board Option) Gidget Gibson, WHA

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**GENERAL ITEMS FOR CONSIDERATION and OTHER BUSINESS**

23. Special Event TEMP 1309-01 Discovery Church Youth Rally Event at 204 Pine Street on 9/27 and 9/28 (Friday and Saturday) from 4 pm to 10 pm each day; requesting road closure of Pine Street from First Ave. to Second Ave. and road barriers.

**APPOINTMENTS** – none

**CITY MANAGER'S REPORT**

24. Update on RFP and bank commitments for funding Enterprise updates and improvements. RFP's due in October 8. Jim Gollahon to make full presentation at October 14 Commission Meeting. (No Attachment)
25. Letter from Air Methods requesting termination of their lease with the City. (Attachment)

**CITY ATTORNEY'S REPORT**

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**CITY CLERK'S REPORT**

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**OTHER DEPARTMENT REPORTS**

26. Police Department – Chief Reeser – Regarding Convenience Store “security” Ordinance. (No Attachment)

**COMMISSION MEMBERS REPORTS**

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**ADJOURNMENT**

**IMPORTANT DATES (No Attachments)**

- September 24, 2013 (TUESDAY) – City Commission Meeting – 7:00 PM – City Hall Commission Chamber
- October 12, 2013 – (Saturday) – Oxford Fall Festival
- October 14, 2013 - (Monday) - City Commission Meeting – 7:00 PM – City Hall Commission Chamber
- October 28, 2013 - (Monday) - City Commission Meeting – 7:00 PM – City Hall Commission Chamber
- October 19, 2013 – (Saturday) – Bushnell Fall Festival

**BILLS FOR APPROVAL**  
**City of Wildwood, Florida**  
**September 24, 2013**

**CITY COMMISSION-LEGISLATIVE DEPARTMENT**

1	Payroll	September 8, 2013 Pay Period - 5 Employees	\$	3,651.96
2	Verizon Wireless	Cell Phone Service	\$	49.48

**CITY MANAGER-EXECUTIVE DEPARTMENT**

3	Payroll	September 8, 2013 Pay Period - 1 Employees	\$	4,436.19
4	Bank of America	DRI, L2GKY BD Eng. Surveyor	\$	391.95
5	Bright House	Internet Service	\$	17.94
6	Bill Cannon	Car Allowance	\$	500.00
7	Department of Management Services	Telephone Service	\$	70.75
8	Federal Express	Postage	\$	29.13
9	Office Depot	Office Supplies	\$	3.30
10	Verizon Wireless	Cell Phone Service	\$	49.48

**CITY CLERK-FINANCIAL & ADMINISTRATIVE DEPARTMENT**

11	Payroll	September 8, 2013 Pay Period - 4 Employees	\$	10,696.14
12	Bank of America	FACC, Inc	\$	75.00
13	Alice Borrack	Personal Vehicle Use	\$	46.63
14	Bright House	Internet Service	\$	35.81
15	Brown and Brown of Florida Inc	2nd year Installment AD&D	\$	1,108.00
16	Department of Management Services	Telephone Service	\$	115.74
17	Duke Energy	Electric Service	\$	2,506.99
18	Ernie Morris Enterprises, Inc	Office Supplies	\$	116.43
19	Joseph Jacobs	Personal Vehicle Use	\$	10.74
20	IMS	Software Maintenance	\$	413.00
21	Maggio Enterprises, Inc	Paper Products	\$	36.37
22	MMD Computer Center, Inc	Technical Support	\$	270.00
23	ModSpace	Pick up of Modular at Annex	\$	96.50
24	Office Depot	Office Supplies	\$	22.73
25	Pitney Bowes	Quarterly Lease for Postage Meter	\$	171.26
26	Resource One	Cleaning Supplies	\$	114.75
27	Terminix	Monthly Pest Control	\$	71.50
28	USPS	Postage Refill	\$	506.43
29	Verizon Wireless	Cell Phone Service	\$	51.01
30	Villages Technology Solutions Group	Technical Support - All General Fund Departments	\$	10.63
31	Wildwood Community Cemetery	Budgeted Maintenance Support - Arthur Rivers	\$	340.93

**DEVELOPMENT SERVICES**

32	Payroll	September 8, 2013 Pay Period - 4 Employees	\$	9,282.05
33	Bank of America	FRA, Inc , APA Streaming Products	\$	585.00
34	Bright House	Internet Service	\$	35.88
35	Department of Management Services	Telephone Service	\$	70.75
36	Ernie Morris Enterprises, Inc	Office Supplies	\$	10.28
37	FL Planning and Zoning Assoc.	Membership Dues	\$	120.00
38	Office Depot	Office Supplies	\$	15.57
39	The Daily Commercial	Ads	\$	3,782.87

**HUMAN RESOURCES**

40	Payroll	September 8, 2013 Pay Period - 1 Employees	\$	2,044.27
41	Bank of America	DRI, Pervasive, Hilton Hotel	\$	1,665.00
42	Bright House	Internet Service	\$	8.97
43	Department of Management Services	Telephone Service	\$	93.26

44	Ernie Morris Enterprises, Inc	Office Supplies	\$	6.89
45	Federal Express	Postage	\$	19.10
46	Office Depot	Office Supplies	\$	3.30

**POLICE DEPARTMENT**

47	Payroll	September 8, 2013 Pay Period - 32 Employees	\$	74,263.24
48	Bank of America	Safariland, Best buy, Holiday Inn, Amazon, Dash	\$	1,855.90
49	Alexander Hamilton Institute	Manager's Legal Bulletin	\$	82.08
50	Alliance Coach RV Sales & Service	Roof A/C, Hitch Latch, Table Supports, Etc	\$	1,408.56
51	Bill Bryan Chrysler Jeep Dodge	Fog Lamp	\$	16.31
52	CarQuest Auto Parts Stores	Axle Kit, Belts, Rotors, Brake Pads, Switches, Etc.	\$	1,276.32
53	Cason and Gaskins TV Inc	Batteries and Card Reader	\$	86.95
54	CDW	Trendnet Switch USB Kit, Audio/Video Cable	\$	108.73
55	Central Sumter Utility LLC	Electric Service	\$	38.65
56	Century Link	Mitel 3000 Key, Translink Chan Term 1544	\$	626.46
57	Chief Supply / Law Enforcement	Duty Holster, Belts, Leg Iron Nickel	\$	851.22
58	Department of Management Services	Telephone Service	\$	275.48
59	Department of Management Services	DSL - June & July	\$	107.32
60	DGS Sands Corporation	Durabook Dual Core T4500	\$	1,154.00
61	Duke Energy	Electric Service	\$	1,647.48
62	Ernie Morris Enterprises, Inc	Office Supplies	\$	417.69
63	George Nahas Chevrolet, Inc	Relay	\$	9.97
64	Jeff Revis Wrecker Service, Inc	Towing	\$	123.00
65	Key Scales Ford	Air Bags Light On, Faulty Switch	\$	186.87
66	Lake Glass & Mirror, Inc.	Remove Existing Window, Install Round Window	\$	356.00
67	Merritt Department Store	Trousers	\$	226.58
68	Office Depot	Office Supplies	\$	293.41
69	Presidio	One Year Data Service	\$	420.00
70	Sharky's Vac n Sew	Brush Roller, Bags, Belts	\$	130.38
71	Sirchie	Fuming Hot Plate, Bags, Cotton Applicator, Etc	\$	383.90
72	Sumter Electric	Electric Service	\$	296.06
73	Terminix	Monthly Pest Control	\$	29.00
74	Tracker Products LLC	Software Hosted Version, Labels, Wax Resin Ribbon	\$	2,379.80
75	Verizon Wireless	Cell Phone Service & Bluetree	\$	1,548.93
76	Wildwood Tire Company	Tires and Repairs	\$	1,384.61

**STREET DEPARTMENT**

77	Payroll	September 8, 2013 Pay Period - 10 Employees	\$	18,013.64
78	Bank of America	Baker Distribution, FDLE	\$	227.75
79	Barney's Pumps, Inc	Hydromatic Gaskets	\$	80.39
80	CarQuest Auto Parts Stores	Bearings, Fuel Pump, Starter, Gaskets, Etc	\$	697.82
81	C.R. 466A Landfill Facility, LLC	Tipping Fee	\$	961.79
82	Culligan	Cooler Rental and Bottled Water	\$	77.41
83	C.W. Roberts	Super Pave Mix	\$	134.55
84	Department of Management Services	Telephone Service	\$	45.02
85	Duke Energy	Electric Service	\$	5,006.78
86	Ernie Morris Enterprises, Inc	Office Supplies	\$	2.57
87	HD Supply Waterworks	All Purpose Blade	\$	135.63
88	Leesburg Rent-All	Riding Roller w/Trailer	\$	62.00
89	Mid Florida Tractor	Oil Seals, Crippling, Disc	\$	292.80
90	Salescorp of Florida	Gatorade, Wasp & Hornet Spray	\$	78.70
91	Sumter Electric	Electric Service	\$	180.81
92	Terminix	Monthly Pest Control	\$	12.50
93	Verizon Wireless	Cell Phone Service	\$	207.64
94	Wildwood Mower & Saw, Inc	Blades, Clutch Kit, Electric Clutch, Ignition Coil, Etc.	\$	1,925.41
95	Wildwood Tire Company	Tires and Repairs	\$	812.55
96	Xpress Materials, LLC	Concrete Pour	\$	450.00

**FLEET SERVICES**

97	Payroll	September 8, 2013 Pay Period - 2 Employees	\$	5,208.45
98	CarQuest Auto Parts Stores	Shop Towels, Wipers, Battery Cables, Ties, Conn.	\$	281.15
99	Culligan	Cooler Rental and Bottled Water	\$	77.40
100	Department of Management Services	Telephone Service	\$	45.02
101	Duke Energy	Electric Service	\$	108.38
102	Newsome Oil Company	Kendall Super 15W-40	\$	616.83
103	Salescorp of Florida	Flat Bar	\$	36.50
104	Terminix	Monthly Pest Control	\$	12.50
105	Verizon Wireless	Cell Phone Service	\$	60.20

**COMMUNITY RE-DEVELOPMENT**

106	Bright House	Internet Service	\$	8.97
107	Department of Management Services	Telephone Service	\$	70.75

**PARKS AND RECREATION**

108	Payroll	September 8, 2013 Pay Period - 5 Employees	\$	7,005.96
109	Advanced Waste Solutions, Inc.	Port O Let, ADA Port O Let, Hand Wash Station	\$	247.50
110	Bank of America	Wal-Mart, Harbor Freight, Sharky's Vac, Home Depot	\$	638.78
111	Bright House	Internet Service	\$	8.97
112	BSN Sports	Club Soccer, Soccer Nets	\$	365.02
113	CarQuest Auto Parts Stores	Starter, Clutch, Radiator, Bearings, Bladerunner, Etc	\$	397.93
114	Culligan	Softener Rental - Lake Deaton Wigglesworth	\$	32.95
115	Department of Management Services	Telephone Service	\$	115.77
116	Duke Energy	Electric Service	\$	1,152.58
117	Federal Express	Postage	\$	27.18
118	John Deere Landscapes	White Athletic Paint	\$	428.36
119	Key Scales Ford	Rive Blind, Plate Door	\$	50.14
120	Mid Florida Tractor	Blades	\$	129.13
121	Nature Calls Inc	Port O Lets	\$	255.00
122	Northern Tool & Equipment	Tarps for Mowers	\$	331.50
123	Office Depot	Office Supplies	\$	5.37
124	Sharky's Vac n Sew	Brush Roller, Bags, Belts	\$	128.48
125	Sumter Electric	Electric Service	\$	466.04
126	The Daily Commercial	Ads	\$	82.84
127	TurfMasters and Associates, Inc	Lawn Fertilization and Pest Control 10 Ball Fields	\$	2,765.00
128	Verizon Wireless	Cell Phone Service	\$	12.58
129	Wildwood Mower & Saw, Inc	Blades, Trimmer, Clutch Kit, Harness Clutch, Etc.	\$	1,167.14
130	Wildwood Tire Company	Tires and Repairs	\$	69.31

**COMMUNITY CENTER & OXFORD COMMUNITY CENTER**

131	Takeisha Bowers	Deposit Refund - MLK Community Center	\$	50.00
132	C.E.S. city Electric Supply Company	Bulbs	\$	194.10
133	Eddie A Delfin Jr.	Deposit Refund - Oxford Community Center	\$	50.00
134	Maggio Enterprises, Inc	Paper Products	\$	14.47
135	Maria Malagon	Deposit Refund - Wildwood Community Center	\$	543.75
136	Steven B Hering Corp	Doors, Frames, Gasketing, Hinges - Oxford CC	\$	10,486.95
137	Sumter Electric	Electric Service	\$	1,620.93
138	Terminix	Monthly Pest Control	\$	54.00
139	The Floor Shoppe, Inc	Repaired Tile between Meeting Rooms	\$	375.00

**PHYSICAL ENVIRONMENT ADMINISTRATIVE DEPARTMENT**

140	Payroll	September 8, 2013 Pay Period - 3 Employees	\$	5,231.55
141	Bank of America	Security Metrics	\$	235.04
142	Bright House	Internet Service	\$	26.91
143	Capital Office Products	Office Supplies	\$	66.38
144	Department of Management Services	Telephone Service	\$	70.75

145	Duke Energy	Electric Service	\$	602.26
146	Ernie Morris Enterprises, Inc	Office Supplies	\$	221.26
147	IMS	Software Maintenance	\$	115.00
148	Maggio Enterprises, Inc	Paper Products	\$	36.37
149	MMD Computer Center, Inc	Technical Support	\$	270.00
150	ModSpace	Pick up of Modular at Annex	\$	96.50
151	Office Depot	Office Supplies	\$	7.08
152	Pitney Bowes	Quarterly Lease for Postage Meter	\$	171.25
153	Postmaster	Utility Billing	\$	200.07
154	Resource One	Cleaning Supplies	\$	114.75
155	Terminix	Monthly Pest Control	\$	13.50
156	USPS	Postage Refill	\$	242.67
157	Villages Technology Solutions Group	Technical Support - All Enterprise Fund Departments	\$	10.63

**UTILITY DEPARTMENT**

158	Payroll	September 8, 2013 Pay Period - 23 Employees	\$	45,222.30
159	Advanced Auto Parts	Diesel Fuel Supl	\$	19.99
160	Bank of America	Office Depot, Hotels, FL Water and Rural Assoc.	\$	998.04
161	Bright House	Internet Service	\$	130.78
162	CarQuest Auto Parts Stores	Hoses, Hub Assem, Brake Pads, Filters, Etc.	\$	390.92
163	C & C Peat Co., Inc	Wastewater Treatment - Dewatered Bio-Solids	\$	2,560.00
164	Century Link	Telephone Service	\$	114.95
165	Culligan	Bottled Water	\$	54.98
166	Department of Management Services	Telephone Service	\$	135.06
167	Department of Management Services	DSL - June & July	\$	107.32
168	Duke Energy	Electric Service	\$	24,991.13
169	Fort Bent Services, Inc	Polymer	\$	2,880.00
170	Harben Florida	Pump Bleeder Hose, Top Hose, Manifold Moulding	\$	696.00
171	HD Supply Power Solutions	Fuses	\$	215.15
172	Key Scales Ford	Rive Blind, Plate Door	\$	33.42
173	Kruger	Rebuilt Rotor Gear Box	\$	2,650.00
174	Lowes	Rake, Shovel, Lopper, Screwdrivers, Drill, Etc	\$	307.35
175	Mid Florida Tractor	Blades, Cylinders, Reservoir	\$	333.80
176	MMD Computer Center, Inc	Cyber Power 425VA, Mouse, Lenovo Essentials B590	\$	2,237.99
177	Odyssey Manufacturing Co.	Hypochlorite Solutions	\$	2,526.52
178	Bruce Phillips	Personal Vehicle Use	\$	172.33
179	Plant Technicians	Environmental Testing	\$	465.00
180	Alice Scheidler	Personal Vehicle Use	\$	30.74
181	Sumter Electric	Electric Service	\$	6,998.62
182	Sunshine State Fence and Gate	Dooking Telephone Entry Control Board Svc Call	\$	1,820.00
183	Sunshine State One Call of Florida	Locators for Month of August 2013	\$	271.75
184	Sunstate Meter & Supply, Inc	3" Gallon Meter, Strainer	\$	2,526.55
185	Tampa Armature Works, Inc	60HP US Motor Model 6253	\$	3,381.62
186	Terminix	Monthly Pest Control	\$	27.00
187	Test America	Environmental Testing	\$	2,677.50
188	The Daily Commercial	Ads	\$	60.22
189	The Dumont Company, Inc	Hypochlorite Solutions, Clear Flow	\$	3,310.25
190	USA Bluebook	Sample Tubes, Stenner Roller Assy, Dispenser	\$	622.47
191	Verizon Wireless	Cell Phone Service	\$	730.59
192	VWR	BDH Buffer, Doublezone Paper, Glass Dish, Etc	\$	374.30
193	Water Treatment & Controls, Co.	Injectors	\$	1,090.00
194	Mike Weaver	Boot Allowance	\$	75.00
195	Wildwood Mower & Saw, Inc	Blades, Gaskets, Muffler, Clutch Kit, Trimmer, Etc.	\$	768.90
196	Wildwood Tire Company	Tires and Repairs	\$	762.90
197	Xylem Water Solutions USA Inc	Relay, Level Probe Socket, Control Relay	\$	2,519.00

**GREENWOOD CEMETERY**

198	Duke Energy	Electric Service	\$	12.78
199	USPS	Postage Refill	\$	0.90

**ATTORNEYS/CONSULTANTS/SURVEYORS**

200	Potter Clement Bergholtz Alexander	Special Magistrate	\$	857.50
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**FUEL INVENTORY**

201	Stone Petroleum Products, Inc	Unleaded Gasoline	\$	6,251.89
202	Stone Petroleum Products, Inc	Ultra LSD Fuel	\$	2,630.02

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<b>TOTAL</b>				<b>\$ 333,725.00</b>
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CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA

S E A L

ATTEST: \_\_\_\_\_  
Joseph Jacobs, City Clerk

\_\_\_\_\_  
Ed Wolf, Mayor

College of Liberal Arts and Sciences  
Bureau of Economic and Business Research

PO Box 117145  
Gainesville, FL 32611-7145  
352-392-0171  
352-392-4739 Fax

August 2, 2012

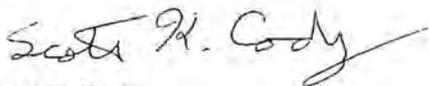
Dear Sir or Madam:

Enclosed is a notice of the preliminary estimate of the permanent population of your area as of **April 1, 2013**. This estimate was produced by our office under contractual agreement with the State of Florida, and is one factor used in determining the distribution of state revenue-sharing funds (Section 23.019, Florida Statutes, Revenue Sharing Act, 1972). Please evaluate this estimate carefully and make the appropriate response on the enclosed form. If you believe the preliminary estimate is not reasonably accurate, indicate what you believe is a more accurate estimate. If possible, include supporting arguments and evidence.

We ask that you confirm receipt of this preliminary estimate by signing the enclosed form and returning it in the postage-paid envelope. If future correspondence regarding population estimates should be directed toward a different person or address than the one listed, please indicate that change on the form.

Your assistance in this matter is greatly appreciated. If you have any questions, feel free to contact me at (352) 392-0171 ext. 337. We need to have you sign and return the enclosed form by **September 2, 2013**.

Sincerely,



Scott K. Cody  
Research Demographer  
352-392-0171, Ext 337  
skcody@ufl.edu

**RECEIVED**

**AUG 07 2013**

**CITY OF WILDWOOD**  
**Development Services Dept.**

# Have You Had an Annexation Lately?

3.  
Page 2 of 3

## If So, Your Population Estimate Needs Your Help

Your population estimate is important because it determines the amount of state and federal dollars that your community receives. It is essential that the state knows of your annexation in order to incorporate that area's population into your estimate.

### Where to Report:

Report your annexation to the Florida Governor's Office and the Legislative Office of Economic and Demographic Research in order to ensure that the University of Florida knows that you had an annexation and that you qualify for all benefits available under the law.

### Report to:

Valerie Jugger  
Executive Office of the Governor  
Office of Policy and Budget  
The Capitol, Room 1702  
Tallahassee, FL 32399-0001

Phone: 850-717-9393  
Email: Valerie.Jugger@laspbs.state.fl.us

Pam Schenker  
Florida Legislative Office of Economic and  
Demographic Research  
111 W. Madison Street, Suite 574  
Tallahassee, FL 32399-6588

Phone: 850-717-0471  
Email: Schenker.Pamela@leg.state.fl.us

### What to Send:

- Annexation ordinance including:
  - Ordinance number
  - Legal description
  - Map with acreage denoted
  - Annexed land area (acres)
  - Effective date of the annexation
- Number of housing units by type of unit (single-family, multifamily, or mobile home) at the time of annexation

Population estimates depend upon the number of active residential electric meters in your area. So, please remember to **let your electric utility company(ies) know of the annexation.** In this way, the data that drive your population estimate will correctly reflect your current boundaries, both today and in the future.

### Statutory Authority:

FS186.901(3) In cases of annexation or consolidation, local governments shall be required to submit to the Executive Office of the Governor, within 30 days following annexation or consolidation, a statement as to the population census effect of the action.

FS171.091 Recording.--Any change in the municipal boundaries through annexation or contraction shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within 30 days. A copy of such revision must be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

In addition to the above, please remember to file your annexation in accordance with Florida Statutes 171.044(3):

An ordinance adopted under this section shall be filed with the clerk of the circuit court and the chief administrative officer of the county in which the municipality is located and with the Department of State within 7 days after the adoption of such ordinance. The ordinance must include a map which clearly shows the annexed area and a complete legal description of that area by metes and bounds.

PRELIMINARY POPULATION ESTIMATE (PERMANENT RESIDENTS) APRIL 1, 2013

CENSUS 4/1/10	TOTAL POPULATION CHANGE	PRELIMINARY ESTIMATE 4/1/13	INMATES 4/1/13	PRELIMINARY EST. LESS INMATES 4/1/13
6,709	407	7,116	0	7,116

THE POPULATION ESTIMATE PROPOSED FOR STATE REVENUE SHARING, 2014-2015 FISCAL YEAR IS 7,116.

YOUR PRELIMINARY POPULATION ESTIMATE FOR APRIL 1, 2013 IS \* 7,116 \*

PLEASE MARK THE APPROPRIATE RESPONSE AND RETURN ONE COPY OF THIS FORM BEFORE SEPTEMBER 2, 2013. RETAIN THE OTHER COPY FOR YOUR FILE.

- I HAVE REVIEWED THIS PRELIMINARY POPULATION ESTIMATE AND CONSIDER IT TO BE REASONABLY CORRECT.
- I HAVE REVIEWED THIS PRELIMINARY POPULATION ESTIMATE AND DO NOT CONSIDER IT TO BE REASONABLY ACCURATE. I BELIEVE A MORE ACCURATE ESTIMATE WOULD BE \_\_\_\_\_. I REQUEST THAT YOU RECONSIDER YOUR PRELIMINARY ESTIMATE.
- I HAVE REVIEWED THIS PRELIMINARY POPULATION ESTIMATE AND DO NOT CONSIDER IT TO BE REASONABLY ACCURATE. I AM ENCLOSING DOCUMENTATION WHICH I BELIEVE SUPPORTS AN APRIL 1, 2013 ESTIMATE OF \_\_\_\_\_. I REQUEST THAT YOU REVIEW THIS DOCUMENTATION AND RECONSIDER YOUR PRELIMINARY ESTIMATE.

9/10/13      Development Services Director      M. Peary  
 DATE                      TITLE                                      SIGNATURE

IF FUTURE CORRESPONDENCE SHOULD BE SENT TO AN ADDRESS OR PERSON DIFFERENT THAN THAT CURRENTLY LISTED, PLEASE ENTER THE NEW INFORMATION BELOW.

\_\_\_\_\_ PLEASE PRINT

\_\_\_\_\_

\_\_\_\_\_

IF YOU HAVE ANY QUESTIONS OR COMMENTS ABOUT THIS ESTIMATE YOU MUST REQUEST A REVIEW BEFORE SEPTEMBER 2, 2013.

**RESOLUTION NO. R2013-21**

A RESOLUTION OF THE CITY OF WILDWOOD, FLORIDA  
ADOPTING THE **FINAL** LEVYING OF AD VALOREM TAXES  
FOR CITY OF WILDWOOD, FLORIDA; PROVIDING FOR AN  
EFFECTIVE DATE

WHEREAS, City of Wildwood, Florida, of Sumter County, Florida on September 24, 2013, adopted fiscal year 2014 **FINAL** millage rate following a public hearing as required by Florida Statue 200.065; and

WHEREAS, the gross taxable value for operating purposes not exempt from taxation within the City of Wildwood, Sumter County, Florida has been certified by the County Property Appraiser to the City of Wildwood as \$390,047,240.

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

1. The Fiscal year 2014 **FINAL** operating millage rate is 4.1044% mills which is greater than the rolled back rate 4.1044% by **0%**.
2. The voted debt service millage is **0%**.
3. This resolution shall take effect immediately up its adoption.

DONE AND RESOLVED, this 24th day of September 2013.

CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA

S E A L

ATTEST: \_\_\_\_\_  
Joseph Jacobs, City Clerk

\_\_\_\_\_  
Ed Wolf, Mayor

**BUDGET SUMMARY**  
**CITY OF WILDWOOD - FISCAL YEAR 2013-2014**

**5.a.**  
**Page 1 of 1**

GENERAL FUND							4.1044%
ESTIMATED REVENUES	**General Fund**	**Special Revenue Fund** Greenwood Cemetery	** Enterprise Water/Sewer Refuse	Funds ** Industrial Park	**Trust & Agency Fund** Law Enforcement Trust fund	Total	
<b>TAXES:</b>							
MILLAGE PER \$1000	4.1044%						
AD VALOREM TAXES	\$ 1,536,788	\$ -	\$ -	\$ -	\$ -	\$ 1,536,788	
AD VALOREM TAXES/ WILDWOOD TIF/ (CRA)	\$ 64,122	\$ -	\$ -	\$ -	\$ -	\$ 64,122	
UTILITY TAXES (ELECTRIC/GAS)	\$ 330,000	\$ -	\$ -	\$ -	\$ -	\$ 330,000	
UTILITY TAX-WATER SALES (CITY)	\$ 40,000	\$ -	\$ -	\$ -	\$ -	\$ 40,000	
UTILITY TAX-WATER SALES-(VILLAGES 5%)	\$ 175,000	\$ -	\$ -	\$ -	\$ -	\$ 175,000	
FRANCHISE TAX-DUKE ENERGY (ELECTRIC)	\$ 338,000	\$ -	\$ -	\$ -	\$ -	\$ 338,000	
FRANCHISE TAX-SECO (ELECTRIC)	\$ 130,000	\$ -	\$ -	\$ -	\$ -	\$ 130,000	
FRANCHISE TAX-WASTE MANAGEMENT (REFUSE)	\$ 90,000	\$ -	\$ -	\$ -	\$ -	\$ 90,000	
FRANCHISE TAX-TECO (NATURAL GAS)	\$ 3,500	\$ -	\$ -	\$ -	\$ -	\$ 3,500	
INTERGOVERNMENTAL REVENUES	\$ 1,876,764	\$ -	\$ -	\$ -	\$ -	\$ 1,876,764	
DEVELOPMENT SERVICES (PLANNING & ZONING)	\$ 110,000	\$ -	\$ -	\$ -	\$ -	\$ 110,000	
CHARGES FOR SERVICES	\$ -	\$ -	\$ 4,634,500	\$ -	\$ -	\$ 4,634,500	
WATER AND WASTEWATER CONNECTION AND TIE FEES	\$ -	\$ -	\$ 505,000	\$ -	\$ -	\$ 505,000	
SUMTER COUNTY (ADMIN FEES) BUILDING SERVICES	\$ 60,000	\$ -	\$ -	\$ -	\$ -	\$ 60,000	
SUMTER COUNTY DISPATCH COMPENSATION	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ 100,000	
SECOND DOLLAR FINES	\$ 1,800	\$ -	\$ -	\$ -	\$ -	\$ 1,800	
FINES & FORFEITURES	\$ 35,000	\$ -	\$ -	\$ -	\$ -	\$ 35,000	
INTEREST INCOME	\$ 2,000	\$ 600	\$ 2,500	\$ 325	\$ -	\$ 5,425	
BUILDING RENTS & LEASES	\$ 31,450	\$ -	\$ -	\$ -	\$ -	\$ 31,450	
LAND LEASE-TURTLE MOUNT	\$ -	\$ -	\$ 12,000	\$ -	\$ -	\$ 12,000	
FDOT REIMBURSEMENT- MAINTENANCE	\$ 15,372	\$ -	\$ -	\$ -	\$ -	\$ 15,372	
FDOT LIGHTING AGREEMENT	\$ 11,249	\$ -	\$ -	\$ -	\$ -	\$ 11,249	
THE VILLAGES/2ND AMENDED UTILITY AGREEMENT-2007	\$ 45,000	\$ -	\$ -	\$ -	\$ -	\$ 45,000	
DIXIE YOUTH REGISTRATIONS	\$ 1,425	\$ -	\$ -	\$ -	\$ -	\$ 1,425	
LIFE FLIGHT LEASE PAYMENTS	\$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ 12,000	
SUMMER CAMP FUNDING/REGISTRATION FEES	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ 10,000	
TAX INCREMENT DISTRICT FUNDING/SUMTER COUNTY/ (CRA)	\$ 108,000	\$ -	\$ -	\$ -	\$ -	\$ 108,000	
LAW ENFORCEMENT (POLICE) IMPACT FEES	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ 20,000	
PARKS & RECREATION IMPACT FEES	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ 10,000	
QUARTERLY FUEL TAX REFUNDS	\$ 6,200	\$ -	\$ -	\$ -	\$ -	\$ 6,200	
POLICE VEHICLE GRANT-USDA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
MISCELLANEOUS	\$ 20,000	\$ 4,700	\$ -	\$ -	\$ -	\$ 24,700	
ANTICIPATED REVENUE BOND PROCEEDS	\$ -	\$ -	\$ 2,251,250	\$ -	\$ -	\$ 2,251,250	
PARKS & RECREATION PROGRAM ACTIVITIES	\$ 13,500	\$ -	\$ -	\$ -	\$ -	\$ 13,500	
<b>TOTAL SOURCES</b>	<b>\$ 5,197,170</b>	<b>\$ 5,300</b>	<b>\$ 7,405,250</b>	<b>\$ 325</b>	<b>\$ -</b>	<b>\$ 12,608,045</b>	
<b>TRANSFERS IN:</b>							
INDUSTRIAL PARK (TO GENERAL FUND)	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ 10,000	
WATER/SEWER REVENUE (TO GENERAL FUND)	\$ 350,000	\$ -	\$ -	\$ -	\$ -	\$ 350,000	
CRA (REDEVELOPMENT DISTRICT) ADMIN. COSTS	\$ 19,297	\$ -	\$ -	\$ -	\$ -	\$ 19,297	
<b>CASH RESERVES</b>							
FUND BALANCES/RESERVES/NET ASSETS-WATER/SEWER	\$ -	\$ -	\$ 2,450,000	\$ -	\$ -	\$ 2,450,000	
FUND BALANCES/RESERVES/NET ASSETS-WATER CONNECTIONS	\$ -	\$ -	\$ 140,000	\$ -	\$ -	\$ 140,000	
FUND BALANCES/RESERVES/NET ASSETS-WASTEWATER CONNECTION	\$ -	\$ -	\$ 420,000	\$ -	\$ -	\$ 420,000	
FUND BALANCES/RESERVES/NET ASSETS-WATER TIE FEES	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ 50,000	
FUND BALANCES/RESERVES/NET ASSETS-WASTEWATER TIE FEES	\$ -	\$ -	\$ 70,000	\$ -	\$ -	\$ 70,000	
FUND BALANCES/RESERVES/NET ASSETS-INDUSTRIAL PARK	\$ -	\$ -	\$ -	\$ 153,000	\$ -	\$ 153,000	
FUND BALANCES/RESERVES/NET ASSETS-LAW ENFORCEMENT TRUST	\$ -	\$ -	\$ -	\$ -	\$ 24,000	\$ 24,000	
FUND BALANCES/RESERVES/NET ASSETS-GENERAL FUND	\$ 1,750,000	\$ -	\$ -	\$ -	\$ -	\$ 1,750,000	
FUND BALANCES/RESERVES/NET ASSETS-POLICE IMPACT FEES	\$ 230,000	\$ -	\$ -	\$ -	\$ -	\$ 230,000	
FUND BALANCES/RESERVES/NET ASSETS-DEBT SERVICE RESERVES	\$ 255,000	\$ -	\$ -	\$ -	\$ -	\$ 255,000	
FUND BALANCES/RESERVES/NET ASSETS-TREE MITIGATION RESERVE	\$ 5,998	\$ -	\$ -	\$ -	\$ -	\$ 5,998	
FUND BALANCES/RESERVES/NET ASSETS-PARKS & REC IMPACT FEES	\$ 117,000	\$ -	\$ -	\$ -	\$ -	\$ 117,000	
FUND BALANCES/RESERVES/NET ASSETS-CRA	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ 200,000	
FUND BALANCE/RESERVES/NET ASSETS- GREENWOOD CEMETERY	\$ -	\$ 37,000	\$ -	\$ -	\$ -	\$ 37,000	
<b>TOTAL TRANSFERS-FUND BALANCES &amp; RESERVES</b>	<b>\$ 2,937,295</b>	<b>\$ 37,000</b>	<b>\$ 3,130,000</b>	<b>\$ 153,000</b>	<b>\$ 24,000</b>	<b>\$ 6,281,295</b>	
<b>TOTAL REVENUES, TRANSFERS &amp; BALANCES</b>	<b>\$ 8,134,465</b>	<b>\$ 42,300</b>	<b>\$ 10,535,250</b>	<b>\$ 153,325</b>	<b>\$ 24,000</b>	<b>\$ 18,889,340</b>	
<b>EXPENDITURES</b>							
GENERAL GOVERNMENTAL SERVICES	\$ 1,413,394	\$ -	\$ -	\$ -	\$ -	\$ 1,413,394	
PUBLIC SAFETY	\$ 2,701,997	\$ -	\$ -	\$ -	\$ -	\$ 2,701,997	
PHYSICAL ENVIRONMENT	\$ -	\$ -	\$ 3,172,887	\$ -	\$ -	\$ 3,172,887	
TRANSPORTATION	\$ 1,092,123	\$ -	\$ -	\$ -	\$ -	\$ 1,092,123	
ECONOMIC ENVIRONMENT	\$ -	\$ -	\$ -	\$ 1,125	\$ -	\$ 1,125	
CULTURE & RECREATION	\$ 485,624	\$ 2,100	\$ -	\$ -	\$ -	\$ 487,724	
COMMUNITY REDEVELOPMENT DISTRICT (CRA)	\$ 78,123	\$ -	\$ -	\$ -	\$ -	\$ 78,123	
DEBT SERVICE	\$ 121,631	\$ -	\$ 892,467	\$ -	\$ -	\$ 1,014,098	
<b>TRANSFERS OUT:</b>							
CRA ADMIN FEES TO GENERAL FUND	\$ 19,297	\$ -	\$ -	\$ -	\$ -	\$ 19,297	
WATER-SEWER REVENUE TO GENERAL FUND	\$ -	\$ -	\$ 350,000	\$ -	\$ -	\$ 350,000	
INDUSTRIAL PARK TO GENERAL FUND	\$ -	\$ -	\$ -	\$ 10,000	\$ -	\$ 10,000	
<b>SPECIAL PROJECTS:</b>							
DEVELOPMENT SERVICES	\$ 75,000	\$ -	\$ -	\$ -	\$ -	\$ 75,000	
CITY CLERK-FINANCE ADMINISTRATION	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
LEGISLATIVE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
PUBLIC WORKS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
PARKS & RECREATION	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ 20,000	
CRA- CDBG	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
CRA DISTRICT	\$ 88,009	\$ -	\$ -	\$ -	\$ -	\$ 88,009	
LAW ENFORCEMENT (POLICE) IMPACT FEE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
PARKS & RECREATION IMPACT FEE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
PHYSICAL ENVIRONMENT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
WASTEWATER CONNECTION FEE PROJECTS	\$ -	\$ -	\$ 551,250	\$ -	\$ -	\$ 551,250	
WATER-CONNECTION FEE PROJECTS	\$ -	\$ -	\$ 210,000	\$ -	\$ -	\$ 210,000	
CAPITAL PROJECTS-WATER RELATED	\$ -	\$ -	\$ 2,490,000	\$ -	\$ -	\$ 2,490,000	
<b>TOTAL EXPENDITURES</b>	<b>\$ 6,095,098</b>	<b>\$ 2,100</b>	<b>\$ 7,666,604</b>	<b>\$ 11,125</b>	<b>\$ -</b>	<b>\$ 13,774,927</b>	
FUND BALANCE/RESERVE/NET ASSETS-GENERAL FUND OPERATIONS	\$ 1,336,307	\$ -	\$ -	\$ -	\$ -	\$ 1,336,307	
FUND BALANCE/RESERVE/NET ASSETS-POLICE IMPACT FEES	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ 250,000	
FUND BALANCE/RESERVE/NET ASSETS-DEBT SERVICE RESERVES	\$ 133,369	\$ -	\$ -	\$ -	\$ -	\$ 133,369	
FUND BALANCE/RESERVE/NET ASSETS-TREE MITIGATION	\$ 5,998	\$ -	\$ -	\$ -	\$ -	\$ 5,998	
FUND BALANCE/RESERVE/NET ASSETS- PARKS & REC. IMPACT FEES	\$ 127,000	\$ -	\$ -	\$ -	\$ -	\$ 127,000	
FUND BALANCE/RESERVE/NET ASSETS-CRA TAX DISTRICT	\$ 186,693	\$ -	\$ -	\$ -	\$ -	\$ 186,693	
FUND BALANCE/RESERVE/NET ASSETS- WATER TIE FEES	\$ -	\$ -	\$ 135,000	\$ -	\$ -	\$ 135,000	
FUND BALANCES/RESERVE/NET ASSETS-WATER CONNECTION FEES	\$ -	\$ -	\$ 30,000	\$ -	\$ -	\$ 30,000	
FUND BALANCE/RESERVE/NET ASSETS-WASTEWATER TIE FEES	\$ -	\$ -	\$ 190,000	\$ -	\$ -	\$ 190,000	
FUND BALANCE/RESERVE/NET ASSETS-WASTEWATER CONNECTION F	\$ -	\$ -	\$ 68,750	\$ -	\$ -	\$ 68,750	
FUND BALANCE/RESERVE/NET ASSETS-GREENWOOD CEMETERY	\$ -	\$ 40,200	\$ -	\$ -	\$ -	\$ 40,200	
FUND BALANCE/RESERVE/NET ASSETS-ENTERPRISE FUND OPERATIO	\$ -	\$ -	\$ 2,444,896	\$ -	\$ -	\$ 2,444,896	
FUND BALANCE/RESERVES/NET ASSETS/INDUSTRIAL PARK	\$ -	\$ -	\$ -	\$ 142,200	\$ -	\$ 142,200	
<b>TOTAL FUND BALANCES/RESERVES NET ASSETS</b>	<b>\$ 2,039,367</b>	<b>\$ 40,200</b>	<b>\$ 2,868,646</b>	<b>\$ 142,200</b>	<b>\$ 24,000</b>	<b>\$ 5,114,413</b>	
<b>TOTAL APPROPRIATED EXPENDITURES,</b>	<b>\$ 8,134,465</b>	<b>\$ 42,300</b>	<b>\$ 10,535,250</b>	<b>\$ 153,325</b>	<b>\$ 24,000</b>	<b>\$ 18,889,340</b>	
<b>TRANSFERS, RESERVES &amp; BALANCES</b>	<b>\$ 8,134,465</b>	<b>\$ 42,300</b>	<b>\$ 10,535,250</b>	<b>\$ 153,325</b>	<b>\$ 24,000</b>	<b>\$ 18,889,340</b>	

The Tentative, adopted, and/or final budgets are on file in the office of the above referenced taxing authority as a public record

**RESOLUTION NO. R2013-22**

A RESOLUTION OF THE CITY OF WILDWOOD, FLORIDA  
ADOPTING THE **FINAL** BUDGET FOR FISCAL YEAR  
2014; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, The City Commission of the City of Wildwood, Sumter County, Florida on September 24, 2013, held a public hearing as required by Florida Statute 200.065; and

WHEREAS, the City Commission of the City of Wildwood, Sumter County, Florida, set forth the appropriations and revenue estimate for the Budget for Fiscal year 2014 in the amount of **\$18,889,340..**

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

1. The Fiscal Year – 2014 **FINAL** Budget be adopted.
2. This resolution shall take effect immediately upon its adoption.

DONE AND RESOLVED, this 24th day of September, 2013.

CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA

S E A L

ATTEST: \_\_\_\_\_  
Joseph Jacobs, City Clerk

\_\_\_\_\_  
Ed Wolf, Mayor

## CITY COMMISSION OF THE CITY OF WILDWOOD

### EXECUTIVE SUMMARY

**SUBJECT:** Florida Recreation Development Assistance Program (FRDAP) Grants for Parks and Recreation.

**REQUESTED ACTION:** Adoption of Resolutions R2013-24, 25, 26, and 27 which authorize staff to apply for two FRDAP grants and authorize amendment of the 5-Year Schedule of Capital Improvements of the City of Wildwood Local Government Comprehensive Plan Capital Improvements Element should the City be selected to receive grant funding.

Work Session (Report Only)      **DATE OF MEETING:** 9/24/13  
 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:

Mayor and Commission,

The Parks and Recreation Department has sought public input to apply for two separate FRDAP grants. One is for Millennium Park and the other is for Martin Luther King Park. These are \$50,000 no-match grants. The grants would be applied in the 2013-2014 budget year. The grants will focus on improvements to the parks listed above by means of upgrades to the playgrounds, parking areas, ball fields, lighting, exercise trails, and other items.

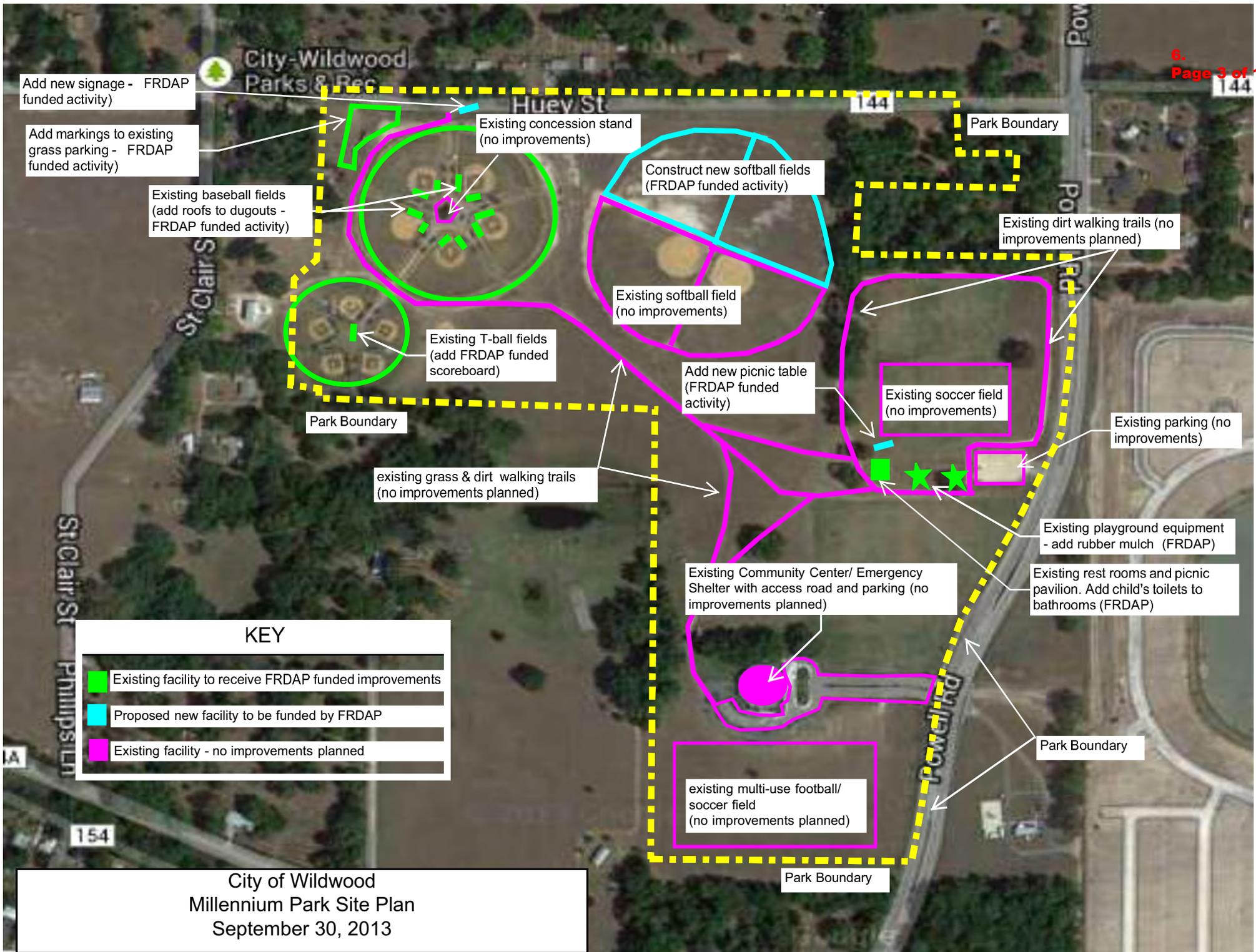
Public meetings were held on August 28, 2013. The proposed projects were subsequently presented to the Wildwood Rotary, the Parks and Recreation Board, as well as the Willdwood Community Development Committee at each of their regularly scheduled meetings.

Attached for each park is a conceptual plan of the proposed improvements, a scorecard of the improvements based on public input, a resolution authorizing staff to apply for the FRDAP grant, and a second resolution committing the City to amend the 5-Year Schedule of Capital Improvements of the City of Wildwood Local Government Comprehensive Plan Capital Improvements Element should the City be selected to receive grant funding. These will be submitted as two separate grant applications to improve the chances that the City of Wildwood will be selected for at least one \$50,000 no-match grant to improve one of the City's existing parks.

Staff is seeking Commission approval to apply for these grants. The deadline for submission is September 30, 2013. Staff recommends approval of Resolutions R2013-24, 25, 26, and 27 which authorize staff to apply for the two FRDAP grants and authorize amendment of the 5-Year Schedule of Capital Improvements of the City of Wildwood Local Government Comprehensive Plan Capital Improvements Element should the City be selected to receive grant funding.

Jenny Hudson  
Parks and Recreation Coordinator

---



City of Wildwood  
Millennium Park Site Plan  
September 30, 2013

## Millennium Park

Budget			Renovation Activities			Budget			New Construction Activities		
\$	Facility	Points	\$	Facility	Points	\$	Facility	Points	\$	Facility	Points
\$7,500	Consultant Fee	0						0			
\$2,500	Playgrounds Add rubber mulch to existing playground	6					Baseball Fields	6			
\$2,500	Support Facilities Add marking to existing grass parking	5	\$10,000	Softball Fields Construct new softball fields	5						
	Tennis Courts	5		Playgrounds							
\$2,500	Rest Rooms Add child's toilet to existing bathrooms	5		Rest Rooms	5						
	Picnic Facilities	4	\$2,500	Support Facilities New signage	4						
\$20,000	Baseball Fields Add roofing to dugouts Add scoreboard to T-Ball fields	4		Soccer Fields	4						
	Basketball Courts	4		Basketball Courts	4						
	Softball Fields	4		Bike Trails	4						
	Swimming Pools	4		Swimming Pools	4						
	Boating Facilities	4		Tennis Courts	4						
	Fishing Piers	3	\$2,500	Picnic Facilities Add new picnic table	3						
	Camping	3		Handball Courts	3						
	Handball Courts	3		Fishing Piers	3						
	Football Fields	3		Football Fields	3						
	Soccer Fields	3		Boating Facilities	3						
	Beach Access	2		Exercise Trails	2						
	Historical Facilities	2		Camping	2						
	Shuffleboard Courts	2		Beach Access	2						
	Nature Trails	2		Historical Facilities	2						
	Other	2		Shuffleboard Courts	2						
	Golf Courses	2		Nature Trails	2						
	Bike Trails	1		Golf Courses	1						
	Exercise Trails	1		Hiking Trails	1						
	Hiking Trails	1		Horse Trails	1						
	Horse Trails	1		Other	1						
\$35,000	<b>Total Renovation Score</b>	<b>20</b>	\$15,000	<b>Total New Construction Score</b>	<b>12</b>						
<b>Total Score and Budget (Renovation + New Construction) = 32 points / \$50,000 budget</b>											

**RESOLUTION NO. R2013-24**

**A RESOLUTION OF THE CITY OF WILDWOOD FLORIDA,  
AUTHORIZING THE SUBMISSION OF A FLORIDA  
RECREATION DEVELOPMENT ASSISTANCE PROGRAM  
(FRDAP) GRANT APPLICATION TO THE FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
(FDEP) FOR THE 2014-2015 PROGRAM YEAR.**

**WHEREAS**, the City of Wildwood desires to submit an application to the Florida Department of Environmental Protection that requests grant funding from the Florida Recreation Development Assistance Program (FRDAP) for the benefit of local residents; and

**WHEREAS**, there is a present and growing need for outdoor recreational opportunities among persons of all ages within the City of Wildwood, Florida and among those visiting the area; and

**WHEREAS**, meeting the increasing demand for recreational opportunities can best be met with outdoor recreation improvements to **Millennium Park** which is located in the City of Wildwood, Florida, as detailed in the FY 2014-2015 FRDAP grant application.

**NOW THEREFORE, BE IT RESOLVED** by the City of Wildwood City Commission, as follows:

**SECTION 1.** That the City of Wildwood hereby authorizes the filing of an application for FRDAP grant funding; and

**SECTION 2.** That the Mayor, or the City Manager on his behalf, is hereby authorized to execute all documents required in connection with the filing of said application.

**DONE AND RESOLVED** by the City of Wildwood, Florida City Commission, this 24<sup>th</sup> day of September, 2013.

CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA

S E A L

ATTEST: \_\_\_\_\_  
Joseph Jacobs, City Clerk

\_\_\_\_\_  
Ed Wolf, Mayor

**RESOLUTION NO. R2013-25**

**A RESOLUTION OF THE CITY COMMISSION OF WILDWOOD, FLORIDA, COMMITTING THE CITY TO AMEND THE 5-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS OF THE CITY OF WILDWOOD LOCAL GOVERNMENT COMPREHENSIVE PLAN CAPITAL IMPROVEMENTS ELEMENT PURSUANT TO THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING AND LAND DEVELOPMENT REGULATION ACT (CHAPTER 163, PART II, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Chapter 125, Florida Statutes, empowers the Wildwood City Commission to prepare and enforce comprehensive plans for the development of the City; and

**WHEREAS**, Sections 163.3161 through 163.3215, Florida Statutes, as amended, of the Local Government Comprehensive Planning and Land Development Regulation Act, empowers and requires the Wildwood City Commission to implement adopted or amended comprehensive plans; and

**WHEREAS**, the City desires to apply for funding to improve recreation opportunities in the City through a grant from the Florida Recreation Development Assistance Program (FRDAP); and

**WHEREAS**, it is determined to be necessary and desirable for the City to include the proposed grant funded improvements and projects in the City of Wildwood Local Government Comprehensive Plan, 5-Year schedule of Capital Improvements.

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

**SECTION 1. Purpose and Intent.** This resolution is enacted to further and support the purpose and intent of the Local Government Comprehensive Planning and Land Development Regulation Act, Sections 163.3161 through 163.3215, Florida Statutes, and Chapter 125, Florida Statutes, as amended.

**SECTION 2. Capital Improvements Element.** The 5-Year Schedule of Capital Improvements of the Capital Improvements Element of the Wildwood Comprehensive Plan shall be amended to include new/rehabilitated playground equipment, new/rehabilitated picnic facilities, ball field improvements, bathroom improvements, and related recreation improvements to **Millennium Park** in the amount of \$50,000.

**SECTION 3. Timing.** The City shall amend the 5-Year Schedule of Capital Improvements of the Capital Improvements Element by ordinance to include the proposed project(s) upon or before the award of FRDAP grant funds.

**DONE AND RESOLVED** by the City of Wildwood, Florida City Commission, this 24<sup>th</sup> day of September, 2013.

CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA

S E A L

ATTEST: \_\_\_\_\_  
Joseph Jacobs, City Clerk

\_\_\_\_\_  
Ed Wolf, Mayor

City of  
Wildwood,  
Florida



wildwood-fl.gov  
Area Code: 352  
ZIP Code: 34785

**CITY HALL**

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

**CITY MANAGER**

Extension 109

**CITY CLERK/FINANCE**

Extension 100

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(Utility Accounts/TDD)  
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330-1345

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**WASTEWATER**

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330-1350 Fax

**WATER**

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

**PARKS & RECREATION**

6500 County Road 139  
303-8446

September 24, 2013

Ms. Rita Ventry, Community Assistance Consultant  
Florida Department of Environmental Protection  
Office of Operations  
Land and Recreation Grants  
3900 Commonwealth Blvd., Mail Station 585  
Tallahassee, FL 32399-3000

**RE: 2014-15 FRDAP Grant Application for Millennium Park**

Dear Ms. Ventry:

The City of Wildwood is pleased to submit the enclosed Florida Recreation Development Assistance Program (FRDAP) grant application that requests \$50,000 for improvements to Millennium Park.

The park is currently developed with a playground, picnic tables & picnic pavilions, bathrooms, ball fields, a community center/emergency shelter and parking. Improvements that are proposed in this FRDAP grant application include the construction of additional ball fields, new signage and a new picnic table. In addition, improvements are planned for the existing ball fields, bathrooms, playground and parking.

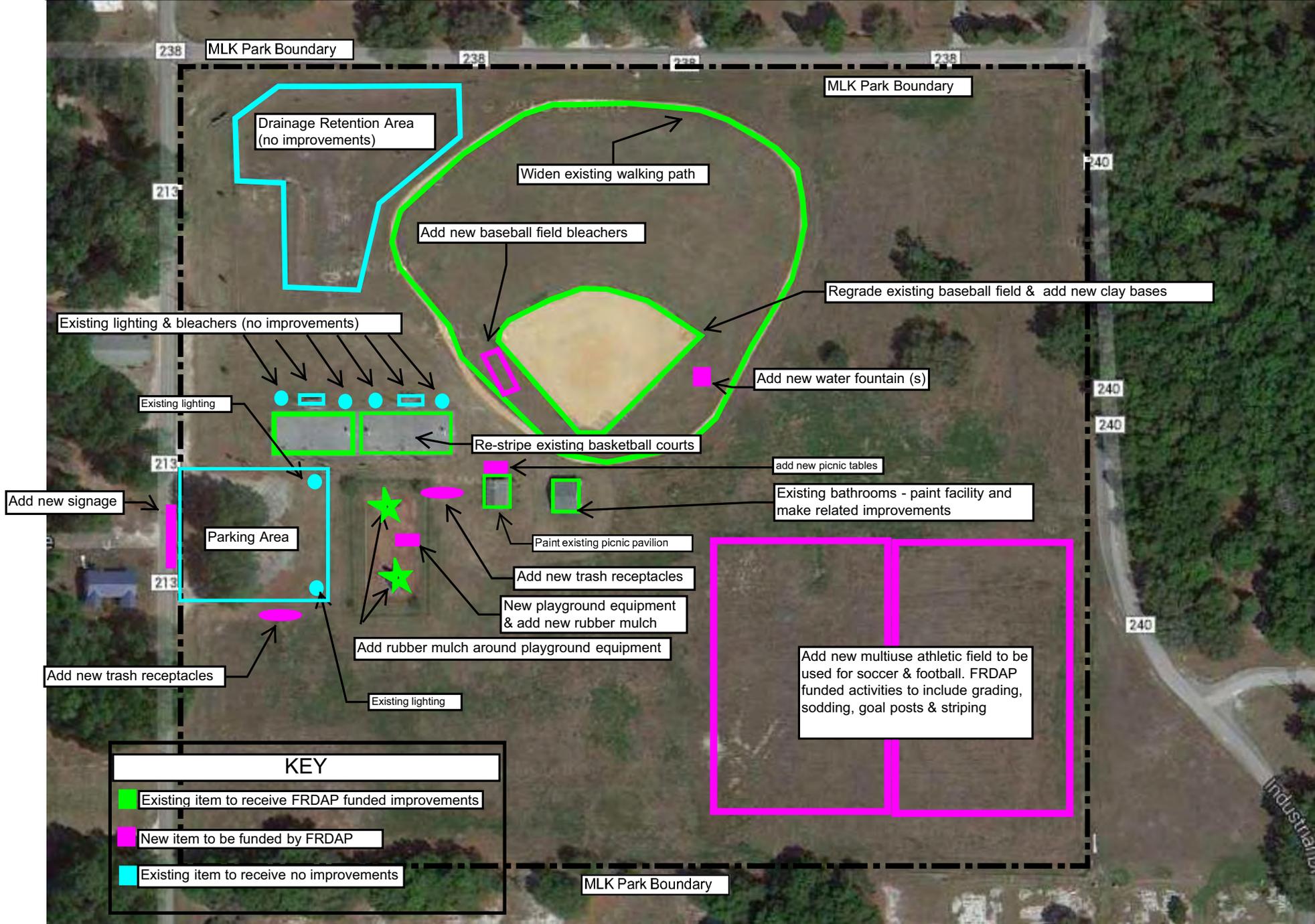
The City of Wildwood appreciates your favorable consideration of this grant request.

Sincerely,

CITY OF WILDWOOD

Ed Wolf, Mayor

CITY OF WILDWOOD, MLK PARK  
 PLANNED FRDAP FUNDED IMPROVEMENTS  
 SEPTEMBER 30, 2013



**KEY**

- Existing item to receive FRDAP funded improvements
- New item to be funded by FRDAP
- Existing item to receive no improvements

MLK Park

Renovation Activities			New Construction Activities		
Budget	Facility	Points	Budget	Facility	Points
\$			\$		
\$7,500	Consultant Fee	0			0
\$5,000	Playgrounds Add rubber mulch to existing playground	6		Baseball Fields	6
	Support Facilities	5		Softball Fields	5
	Tennis Courts	5	\$4,000	Playgrounds Add new playground equipment	5
\$2,500	Rest Rooms add child size toilet	5		Rest Rooms	5
\$5,000	Picnic Facilities Extend existing picnic pavilion roof and slab	4	\$5,000	Support Facilities Add new signage Add new trash receptacles Add new water fountains	4
\$5,000	Baseball Fields Re-grade baseball field and add clay bases Add new bleachers	4		Soccer Fields	4
\$1,000	Basketball Courts Re-stripe existing basketball courts	4		Basketball Courts	4
	Softball Fields	4		Bike Trails	4
	Swimming Pools	4		Swimming Pools	4
	Boating Facilities	4		Tennis Courts	4
	Fishing Piers	3	\$500	Picnic Facilities Add new picnic table	3
	Camping	3		Handball Courts	3
	Handball Courts	3		Fishing Piers	3
	Football Fields	3	9,500	Football Fields Add new football field to include goal posts, grading, sodding fencing and striping	3
	Soccer Fields	3		Boating Facilities	3
	Beach Access	2		Exercise Trails	2
	Historical Facilities	2		Camping	2
	Shuffleboard Courts	2		Beach Access	2
	Nature Trails	2		Historical Facilities	2
	Other	2		Shuffleboard Courts	2
	Golf Courses	2		Nature Trails	2
	Bike Trails	1		Golf Courses	1
\$5,000	Exercise Trails Widen existing walking trail	1		Hiking Trails	1
	Hiking Trails	1		Horse Trails	1
	Horse Trails	1		Other	1
\$31,000	<b>Total Renovation Score</b>	<b>24</b>	\$19,000	<b>Total New Construction Score</b>	<b>15</b>

**Total Score and Budget (Renovation + New Construction) = 39 points / \$50,000 budget**

**RESOLUTION NO. R2013-26**

**A RESOLUTION OF THE CITY OF WILDWOOD FLORIDA,  
AUTHORIZING THE SUBMISSION OF A FLORIDA  
RECREATION DEVELOPMENT ASSISTANCE PROGRAM  
(FRDAP) GRANT APPLICATION TO THE FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
(FDEP) FOR THE 2014-2015 PROGRAM YEAR.**

**WHEREAS**, the City of Wildwood desires to submit an application to the Florida Department of Environmental Protection that requests grant funding from the Florida Recreation Development Assistance Program (FRDAP) for the benefit of local residents; and

**WHEREAS**, there is a present and growing need for outdoor recreational opportunities among persons of all ages within the City of Wildwood, Florida and among those visiting the area; and

**WHEREAS**, meeting the increasing demand for recreational opportunities can best be met with outdoor recreation improvements to **MLK Park** which is located in the City of Wildwood, Florida, as detailed in the FY 2014-2015 FRDAP grant application.

**NOW THEREFORE, BE IT RESOLVED** by the City of Wildwood City Commission, as follows:

**SECTION 1.** That the City of Wildwood hereby authorizes the filing of an application for FRDAP grant funding; and

**SECTION 2.** That the Mayor, or the City Manager on his behalf, is hereby authorized to execute all documents required in connection with the filing of said application.

**DONE AND RESOLVED** by the City of Wildwood, Florida City Commission, this 24<sup>th</sup> day of September, 2013.

CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA

S E A L

ATTEST: \_\_\_\_\_  
Joseph Jacobs, City Clerk

\_\_\_\_\_  
Ed Wolf, Mayor

**RESOLUTION NO. R2013-27**

**A RESOLUTION OF THE CITY COMMISSION OF WILDWOOD, FLORIDA, COMMITTING THE CITY TO AMEND THE 5-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS OF THE CITY OF WILDWOOD LOCAL GOVERNMENT COMPREHENSIVE PLAN CAPITAL IMPROVEMENTS ELEMENT PURSUANT TO THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING AND LAND DEVELOPMENT REGULATION ACT (CHAPTER 163, PART II, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Chapter 125, Florida Statutes, empowers the Wildwood City Commission to prepare and enforce comprehensive plans for the development of the City; and

**WHEREAS**, Sections 163.3161 through 163.3215, Florida Statutes, as amended, of the Local Government Comprehensive Planning and Land Development Regulation Act, empowers and requires the Wildwood City Commission to implement adopted or amended comprehensive plans; and

**WHEREAS**, the City desires to apply for funding to improve recreation opportunities in the City through a grant from the Florida Recreation Development Assistance Program (FRDAP); and

**WHEREAS**, it is determined to be necessary and desirable for the City to include the proposed grant funded improvements and projects in the City of Wildwood Local Government Comprehensive Plan, 5-Year schedule of Capital Improvements.

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

**SECTION 1. Purpose and Intent.** This resolution is enacted to further and support the purpose and intent of the Local Government Comprehensive Planning and Land Development Regulation Act, Sections 163.3161 through 163.3215, Florida Statutes, and Chapter 125, Florida Statutes, as amended.

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**SECTION 3. Timing.** The City shall amend the 5-Year Schedule of Capital Improvements of the Capital Improvements Element by ordinance to include the proposed project(s) upon or before the award of FRDAP grant funds.

**DONE AND RESOLVED** by the City of Wildwood, Florida City Commission, this 24<sup>th</sup> day of September, 2013.

CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA

S E A L

ATTEST: \_\_\_\_\_  
Joseph Jacobs, City Clerk

\_\_\_\_\_  
Ed Wolf, Mayor



wildwood-fl.gov  
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ZIP Code: 34785

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September 24, 2013

Ms. Rita Ventry, Community Assistance Consultant  
Florida Department of Environmental Protection  
Office of Operations  
Land and Recreation Grants  
3900 Commonwealth Blvd., Mail Station 585  
Tallahassee, FL 32399-3000

**RE: 2014-15 FRDAP Grant Application for MLK Park**

Dear Ms. Ventry:

The City of Wildwood is pleased to submit the enclosed Florida Recreation Development Assistance Program (FRDAP) grant application that requests \$50,000 for improvements to MLK Park.

The park is currently developed with a playground, picnic tables & picnic pavilions, bathrooms, a baseball field, basketball courts and parking. Improvements that are proposed in this FRDAP grant application include a new multi-purpose football/soccer field, new signage, new playground equipment, new trash receptacles and a new picnic table. In addition, improvements are planned for the existing ball field, picnic facilities, bathrooms, basketball court and playground.

The City of Wildwood appreciates your favorable consideration of this grant request.

Sincerely,

CITY OF WILDWOOD

Ed Wolf, Mayor

# CITY COMMISSION OF THE CITY OF WILDWOOD

## EXECUTIVE SUMMARY

**SUBJECT:** Oxford Oaks Planned Development RZ 1305-02

**REQUESTED ACTION:** Adoption of Ordinance O2013-24 subject to the recommendations of Staff.

<input type="checkbox"/> Work Session (Report Only)	<b>DATE OF MEETING:</b>	<u>9/10/13 First Reading</u> <u>9/24/13 Adoption</u>
<input checked="" type="checkbox"/> Regular Meeting	<input type="checkbox"/> Special Meeting	

<b>CONTRACT:</b>	<input checked="" type="checkbox"/> N/A	Vendor/Entity: _____
	Effective Date: _____	Termination Date: _____
	Managing Division / Dept: _____	_____

**BUDGET IMPACT:** \_\_\_\_\_

<input type="checkbox"/> Annual	<b>FUNDING SOURCE:</b>	_____
<input type="checkbox"/> Capital	<b>EXPENDITURE ACCOUNT:</b>	_____
<input checked="" type="checkbox"/> N/A		

### HISTORY/FACTS/ISSUES:

Staff and the applicant have worked together to craft standards appropriate for the proposed development. At the last Commission meeting, there were two outstanding issues that required resolution prior to project approval, and staff sought direction from the City Commission. Staff recommended approval of the Planned Development subject to:

1. The applicant agreeing to sidewalks on one side of all internal roads of the development, and
2. The deletion of those sections referring to technical standards which were deemed to be "not equivalent" to the requirements of the LDRs at the September 3, 2013 Planning and Zoning Board hearing.

At that time, the Commission passed a motion directing staff to proceed with approval subject to the development having sidewalks on one side of all internal roads of the development, and the removal of those sections of the ordinance referring to technical standards deemed to be "not equivalent" to the requirements of the LDRs.

Subsequently, at the direction of the City Manager, staff prepared a new proposal whereby sidewalks are required on both sides of the main boulevard but only one side of select interior roadways. This resulted in a net reduction in the number of linear feet of sidewalk required, while maintaining staff's recommendation for a sidewalk network.

The applicant has revised the proposed Planned Development Ordinance O2013-24, removing all references to those technical standards deemed to be "not equivalent" to the LDRs, and has incorporated the revised exhibit which reflects the updated sidewalk plan (sidewalks on both sides of the main boulevard and on one side of selected roadways).

**Staff recommends approval of Planned Development Ordinance O2013-24, with the revised exhibit that proposes sidewalks on both sides of the main boulevard and one side of select interior roadways, and which omits references to those technical standards deemed to be “not equivalent” to the requirements of the LDRs.**

If approved by the City Commission, these comments will be integrated into Ordinance O2013-24.

## **BACKGROUND**

On June 27, 2013, the Planning & Zoning Board/Special Magistrate made a recommendation to the City Commission on proposed Ordinance O2013-24. The recommendation was originally scheduled to be considered by the City Commission on July 8, 2013. **The Special Magistrate recommended approval, subject to the applicant agreeing to sidewalks on at least one side of all internal roads of the development, and removal of the language referring to the water tower in the Ordinance.**

The applicant requested that the review of the project and Commission consideration of Ordinance O2013-24 be postponed to allow the developer more time to review the technical requirements of the Land Development Regulations (LDRs) relating to water/wastewater, stormwater, and other specifications. After review of the technical standards by the applicant’s engineer, staff received a request for waivers of several requirements in the LDRs. The request was reviewed and the applicant was notified that the City does not have a waiver process for technical specifications.

On August 14, 2013, staff received a revised Ordinance O2013-24 and Developer’s Agreement that included changes which would allow for deviations from the technical requirements of the LDRs. Section 3(L)(6)(a-k) in the previously proposed Ordinance O2013-24 reflected those changes. Changes were also reflected in the proposed Developer’s Agreement.

*Although the applicant removed language referring to the water tower, sidewalks were not proposed on at least one side of all internal roads as stipulated by the Special Magistrate as a condition of his favorable recommendation on June 27, 2013.*

On September 3, 2013, the case was brought back before the Planning and Zoning Board / Special Magistrate for his consideration of the changes to the technical requirements proposed by the applicant, as they were material changes expected to have an impact on the Special Magistrate’s previous recommendation to the City Commission. The Special Magistrate recommended approval, subject to meeting the previous sidewalk requirement and deleting language referring to those technical requirements deemed to be less than “equivalent or better” (see Table “A”).

The Special Magistrate went further to recommend that the City Attorney address the Commission and advise the Commission whether the Special Magistrate or the City Commission could waive technical requirements without a public hearing to amend the overall LDRs (as opposed to a public meeting on a specific development only). The Special Magistrate recommended that the City Commissioners make their final determination based on staff’s input, the advice of the City Attorney as to waiver of technical requirements, as well as the information provided by the applicant to support their request.

Staff maintains the position that a Planned Development Ordinance is the wrong venue to secure changes to the City’s technical standards. In order to maintain compatible, quality development throughout the City, it is necessary to set uniform minimum standards for development. Where standards can be relaxed while still meeting the objectives of the LDRs, they should be implemented on a City-wide basis – not project by project. However, in this instance, the previously requested

changes, deemed to be less than “equivalent or better” to the current LDRs, also did not have support from Engineering or Utilities – either for this project or on a City-wide basis.

The applicant initially requested that their version of proposed changes be considered and incorporated into the Ordinance that was presented to the City Commission for approval at first reading. After the Commission expressed their position, the developer removed all references to those technical specifications deemed “not equivalent.”

It is the City’s policy not to make developer-specific changes to the LDRs. Although five of the proposed technical changes were found to be “equivalent or better,” staff felt it would be impractical and imprudent to acquiesce to the balance of the applicant’s requests. Any changes to the technical standards in the LDRs will be brought before the City Commission as a separate item to be considered on a City-wide basis.



Melanie D. Peavy  
Development Services Director

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## TABLE A

### FINDINGS OF THE SPECIAL MAGISTRATE RELATING TO TECHNICAL REQUIREMENTS FOR OXFORD OAKS, PROPOSED PLANNED DEVELOPMENT ORDINANCE O2013-24

- 6) Construction and Materials. The Project shall be constructed pursuant to the following specific construction and materials:

#### **Items established to be “equivalent or better” than that required in the LDRs:**

- b. The Developer will install an eight inch (8”) water distribution main along the internal spine road with all residential neighborhoods served with a six inch (6”) pvc looped water main serving all internal fire hydrants. A hydraulic water model shall be provided to demonstrate that the minimum fire hydrant flow of 1,000 gpm shall be provided to each fire hydrant with a minimum residual pressure of 20 psi in all parts of the system.
- e. The Developer shall install standard manhole covers on all manholes.
- h. The Developer shall not install HDPE wetwell liners. HDPE wetwell liners shall be replaced with a minimum of two (2) coats of coal tar epoxy (9 mils each).
- i. The Developer agrees to coat all interior walls with two (2) coats of coal tar epoxy. Special coatings or liners will not be used.
- j. The Developer shall install FDOT approved HDPE storm pipe throughout the Development.

#### **Items established to be less than “equivalent or better” and not recommended for approval:**

- a. The Developer will install PVC pipe meeting requirements ANSI/AWWA C-900, DR25, which meets all the requirements required by The Florida Department of Environmental Protection.

The working pressure of the DR25 pipe is classified as 165 psi, which exceeds the requirement as stated in the Land Development Regulations under Section 6.2(c)(8) that working pressures within the system shall not exceed the pressure class of the pipe with a 1.5 safety factor. The DR25 pipe has a working pressure of 165 psi which produces a safety factor of 2.75.

- c. All fire hydrants shall be provided within the Development meeting the spacing requirements as required, and approved by the Sumter County Fire Department.
- d. All water service piping under pavement shall not be sleeved with a casing.
- f. The Developer shall install concrete thrust blocks on all pressure pipe, including water distributions mains and sanitary sewer forcemains.
- g. The Developer shall not install corporation stops at all water service connections.
- k. All residential streets within the Project will be constructed with a six inch (6”) limerock base.

**City of Wildwood**  
**Planning & Zoning Board/Special Magistrate**

The case below was heard on Thursday, June 27, 2012 by the Special Magistrate. The applicant seeks approval and a favorable recommendation of Ordinance O2013-24 establishing the "Residential Planned Development" (RPD) zoning overlay for the Oxford Oaks development. The project will contain a maximum of 542 residential dwelling units. The property is generally located to the northwest of US Hwy. 301 (SR 35) and C-214.

**Case:** RZ 1305-02

**Parcels:** D18=040, D18=041, D18=064, D18=068, D18=069

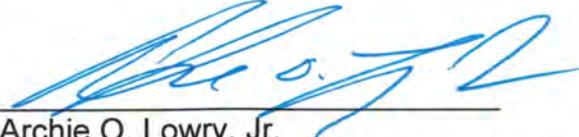
**Owner:** Mid-Florida Properties LLC by LBCV its manager

**Applicant:** Mid-Florida Properties LLC by LBCV its manager

Based upon the testimony and information presented, the Special Magistrate recommends approval of the rezoning and favorable recommendation of Ordinance O2013-24 to the City Commission, subject to addressing the following issues:

- The applicant must agree to sidewalks on at least one side of all internal roads of the development, and
- Removal of language referring to the water tower in the agreement Owner has agreed to do so) which the applicant has already agreed to do)

Dated: June 29, 2013

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

**City of Wildwood**  
**Planning & Zoning Board/Special Magistrate**

The case below was heard on Tuesday, September 3<sup>rd</sup>, 2013 by the Special Magistrate. The applicant seeks approval and favorable recommendation from the City of Wildwood Planning and Zoning Board/Special Magistrate to deviate from certain technical requirements of the City's Land Development Regulations, requiring modification of the Planned Development Ordinance previously heard by the Planning and Zoning Board on Thursday, June 27<sup>th</sup>, 2013. The site is generally located to the northwest of US Hwy 301 (SR 35) and C-214. The Engineer of Record is Jeffrey A. Head, P.E. with Farner, Barley, and Associates of Wildwood, Florida.

**Case:** RZ 1305-02

**Parcels:** D18=040, D18=041, D18=064, D18=068, and D18=069.

**Owner:** Mid Florida Properties LLC by LBCV it's manager

**Applicant:** SAME

Under subsections 1.7(B) (2) and 3.3(B) (3) of the Land Development Regulations (LDRs), the Planning and Zoning Board/Special Magistrate has a duty to make a recommendation to the City Commission on all proposed zoning amendments in accordance with the procedure outlined in subsection 1.14 (B) (3) and the criteria for the approval of zoning amendments as defined in subsection 3.3(B) (4) of the LDRs.

The Special Magistrate recommends that the City Attorney advise the Commission whether the Special Magistrate or the City Commission can waive technical requirements, without a public hearing to amend the overall LDRs (as opposed to a public meeting on a specific development).

Based upon the testimony and information presented, the Special Magistrate recommends approval based upon the undisputed testimony that certain proposed materials or applications set forth in the Ordinance are of equivalent or better than that required in the LDRs; as to the following:

- 6) Construction and Materials. The Project shall be constructed pursuant to the following specific construction and materials:
  - b. The Developer will install an eight inch (8") water distribution main along the internal spine road with all residential neighborhoods served with a six inch (6") pvc looped water main serving all internal fire hydrants. A hydraulic water model shall be provided to demonstrate that the minimum fire hydrant flow of 1,000 gpm shall be provided to each fire hydrant with a minimum residual pressure of 20 psi in all parts of the system.

- e. The Developer shall install standard manhole covers on all manholes.
- h. The Developer shall not install HDPE wetwell liners. HDPE wetwell liners shall be replaced with a minimum of two (2) coats of coal tar epoxy (9 mils each).
- i. The Developer agrees to coat all interior walls with two (2) coats of coal tar epoxy. Special coatings or liners will not be used.
- j. The Developer shall install FDOT approved HDPE storm pipe throughout the Development.

The favorable recommendation of Ordinance O2013-24 to the City Commission is subject to the following:

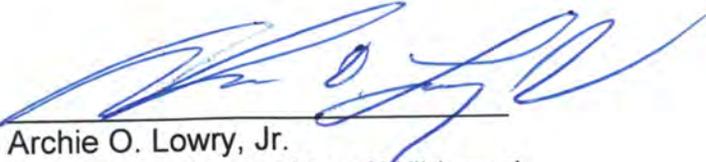
- There is no favorable recommendation of those materials or applications in the Ordinance which by the undisputed testimony were established to be less than equivalent or better and there is no cited authority to approve such a request or waiver; as to the following:
  - 6) Construction and Materials. The Project shall be constructed pursuant to the following specific construction and materials:
    - a. The Developer will install PVC pipe meeting requirements ANSI/AWWA C-900, DR25, which meets all the requirements required by The Florida Department of Environmental Protection.

The working pressure of the DR25 pipe is classified as 165 psi, which exceeds the requirement as stated in the Land Development Regulations under Section 6.2©(8) that working pressures within the system shall not exceed the pressure class of the pipe with a 1.5 safety factor. The DR25 pipe has a working pressure of 165 psi which produces a safety factor of 2.75.
    - c. All fire hydrants shall be provided within the Development meeting the spacing requirements as required, and approved by the Sumter County Fire Department.
    - d. All water service piping under pavement shall not be sleeved with a casing.
    - f. The Developer shall install concrete thrust blocks on all pressure pipe, including water distributions mains and sanitary sewer forcemains.
    - g. The Developer shall not install corporation stops at all water service connections.
    - k. All residential streets within the Project will be constructed with a six inch (6") limerock base.

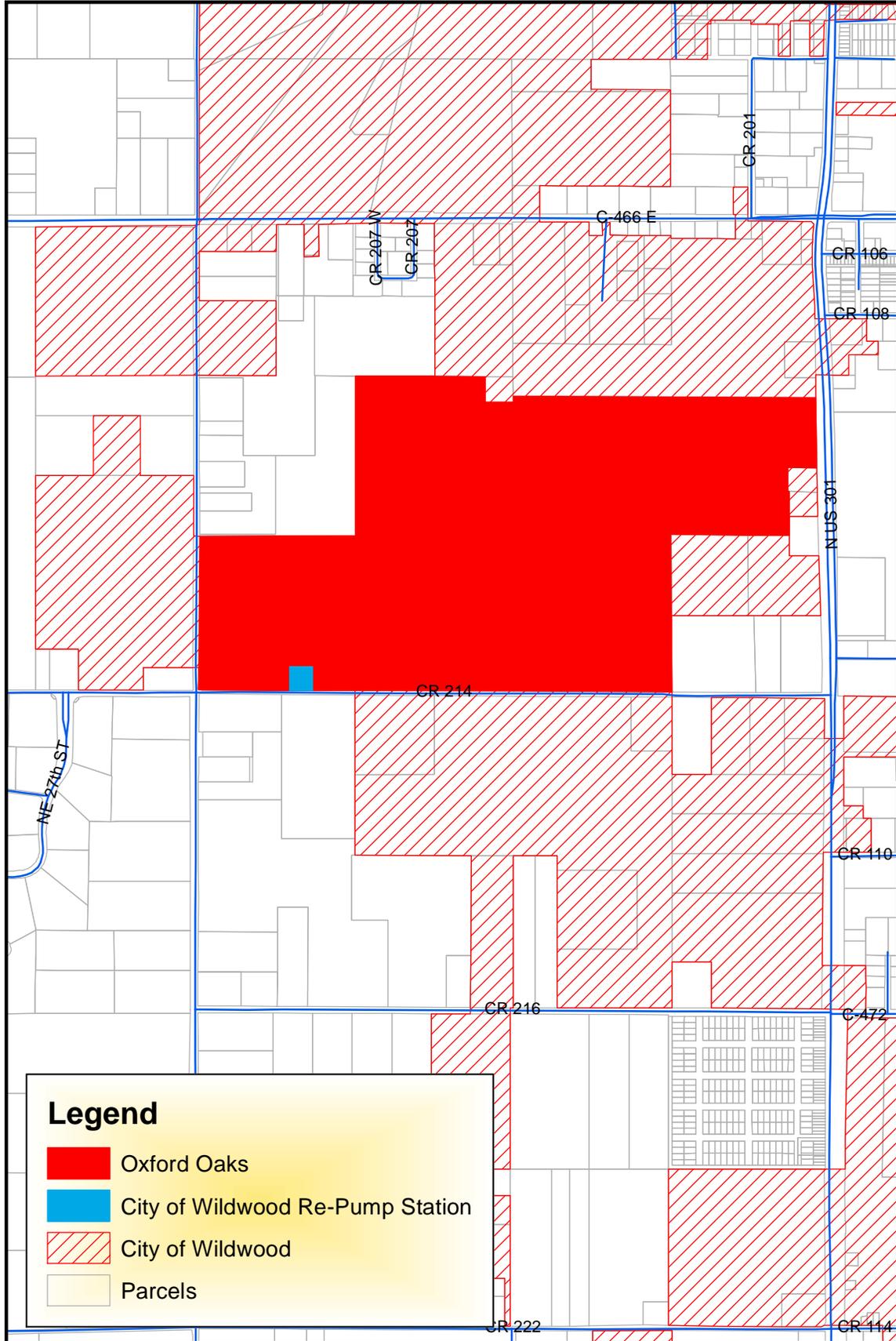
- It is recommended that the City Commissioners make their final determination based on staff's input, the advice of the City Attorney as to waiver of technical requirements, as well as the information provided by the applicant to support their request.

Dated:

9/6/2013



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



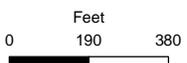
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**Legend**

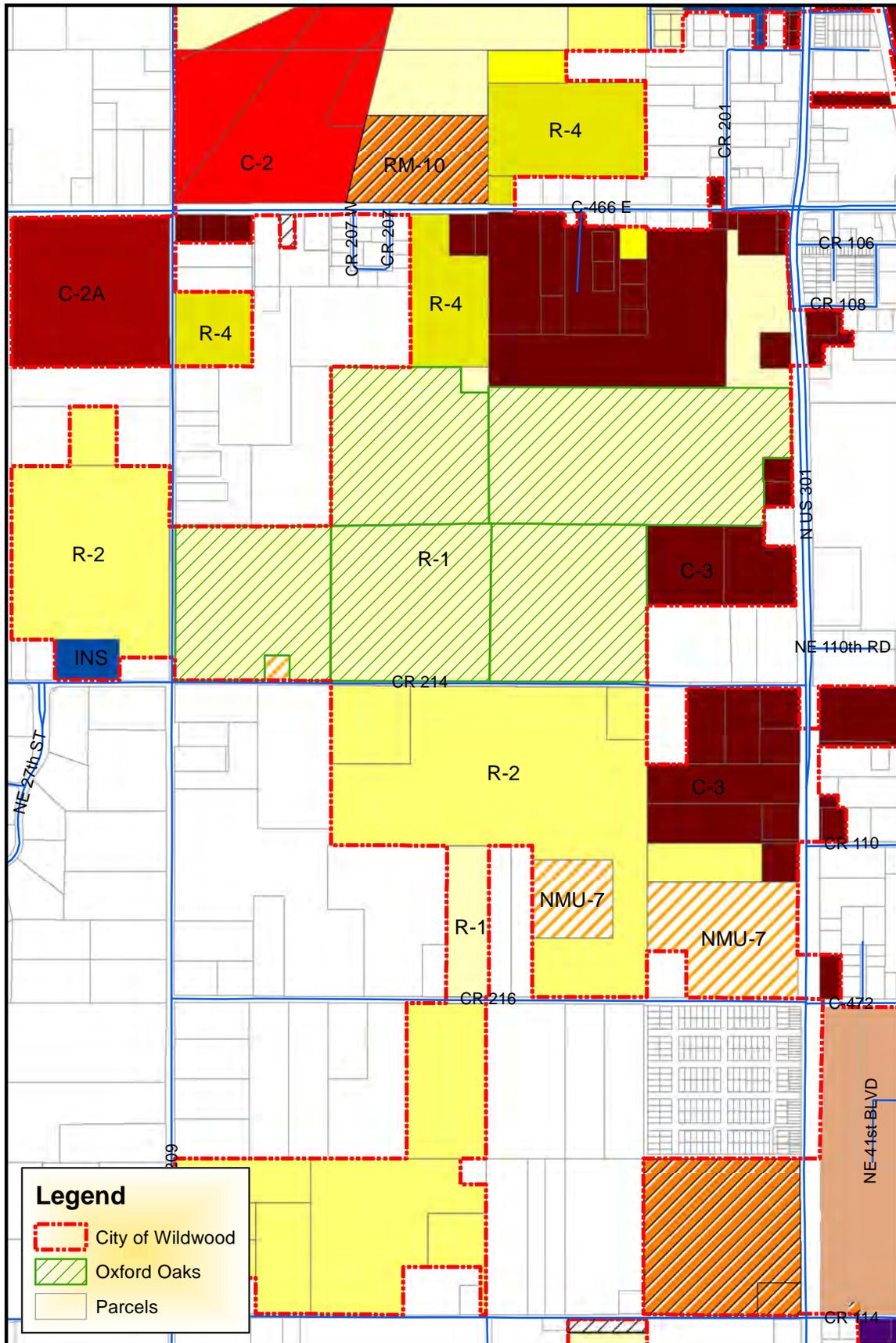
- Oxford Oaks
- City of Wildwood Re-Pump Station
- City of Wildwood
- Parcels



City of Wildwood  
 100 North Main Street  
 Wildwood, FL 34485  
 Phone: (352) 330-1330  
 www.wildwood-fl.gov



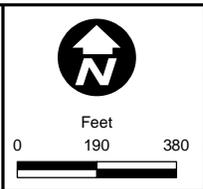
<b>OXFORD OAKS</b>	
<b>WILDWOOD, FLORIDA</b>	
JUNE 2013	LOCATION MAP



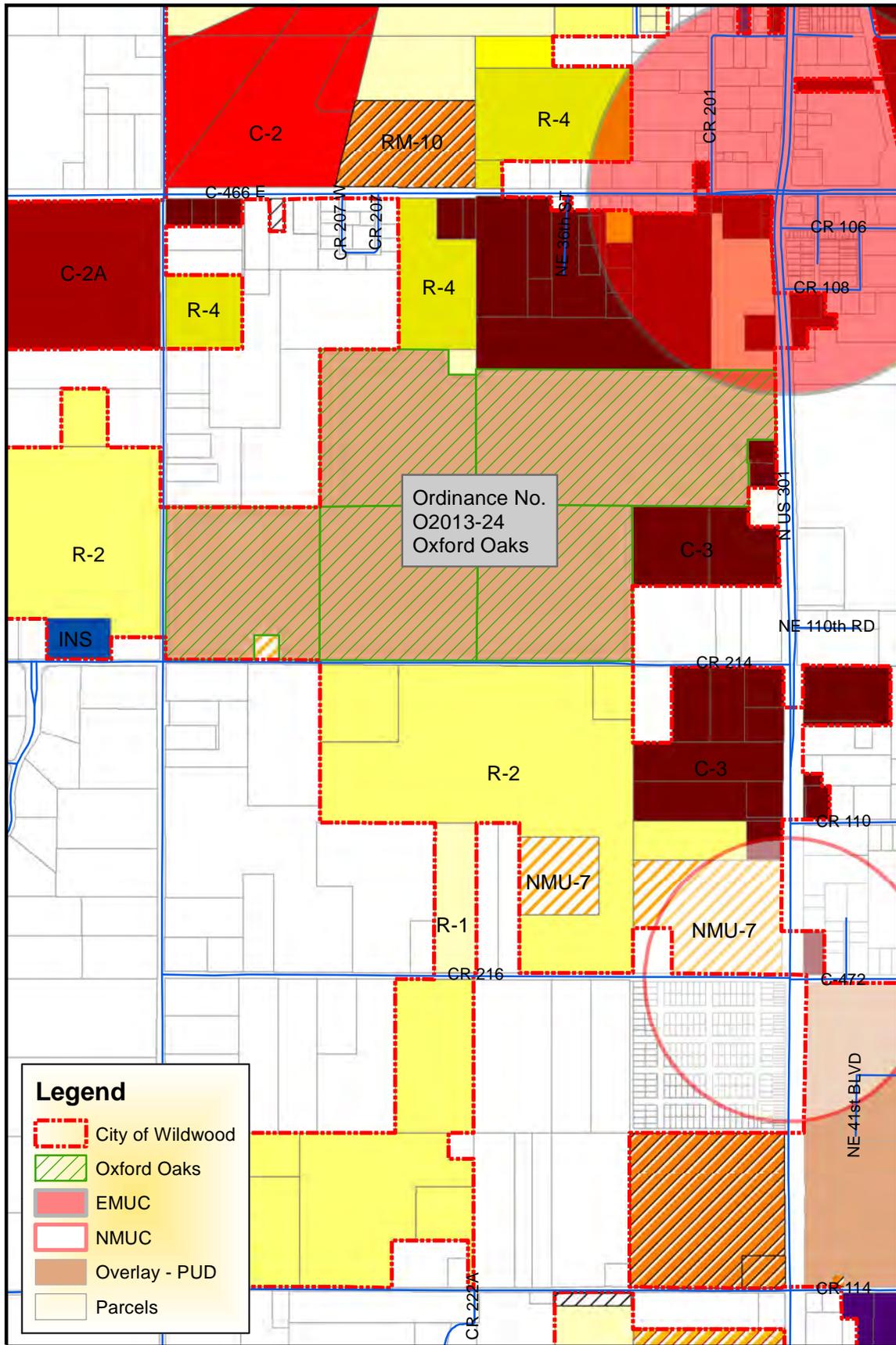
I:\Terr\GIS\Maps\Existing Zoning - Oxford Oaks.mxd - 6/20/2013 2:13:10 PM - toneal



City of Wildwood  
 100 North Main Street  
 Wildwood, FL 34485  
 Phone: (352) 330-1330  
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<b>OXFORD OAKS</b>	
<b>WILDWOOD, FLORIDA</b>	
JUNE 2013	EXISTING ZONING



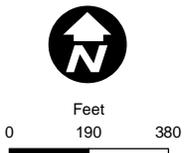
I:\Terr\GIS\Maps\Proposed Zoning Overlay - Oxford Oaks.mxd - 6/24/2013 11:38:30 AM - forreal

**Legend**

- City of Wildwood
- Oxford Oaks
- EMUC
- NMUC
- Overlay - PUD
- Parcels



City of Wildwood  
 100 North Main Street  
 Wildwood, FL 34485  
 Phone: (352) 330-1330  
 www.wildwood-fl.gov



**OXFORD OAKS**

**WILDWOOD, FLORIDA**

**JUNE 2013**

Proposed Zoning  
 Overlay

MID-FLORIDA PROPERTIES, L.L.C.  
1020 Lake Sumter Landing  
The Villages, Florida 32162

September 16, 2013

Melanie Peavy  
Development Services Director  
City of Wildwood  
100 N. Main Street  
Wildwood, Florida 34785

Re: Oxford Oaks

Dear Ms. Peavy:

Please accept the attached revised Planned Development Ordinance and Developer's (Utility) Agreement pursuant to the consensus of the Board of City Commissioners, recommendations of the Special Magistrate and City Staff, and our meeting at your office on September 12, 2013.

We request a final public hearing on September 24, 2013 before the City Commission for Ordinance No. 2013-24.

If you have any questions or request additional information, please feel free to contact me at (352) 753-6262.

Sincerely,



Martin L. Dzuro, Vice President  
Mid-Florida Properties, L.L.C.  
By: LBCV, Inc., its Manager

**ORDINANCE NO. 2013-24**

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

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

The application filed by Mid-Florida Properties, LLC (hereinafter referred as the, "Developer") for a Planned Development was heard by and before the City Commission, Wildwood, Florida on this 24<sup>th</sup> day of September, 2013. Based upon the verified application and supporting documents, analyses, maps, charts, other evidence and instruments, the advice, report and recommendations of the Project Review Committee and the testimony adduced and evidence received at the Public Hearing by the Planning and Zoning Board on June 27, 2013 and September 3, 2013 and otherwise being fully advised, the City Commission does hereby find and determine as follows:

**SECTION 1: GENERAL FINDINGS**

- A. That the Mid-Florida Properties, LLC Planned Development Application (hereinafter referred to as the "Project") was duly and properly filed herein on May 31, 2013.
- B. That all fees required to be borne and paid by the Developer have been paid in accordance with the City of Wildwood Fee Schedule.
- C. That the Developer intends to develop a Project consisting of 218.5 acres, more or less, which is situated in Wildwood, Florida. This land is legally described in "Exhibit A" attached hereto.
- D. That the Developer has complied with the conceptual development plan provision as required by Section 8.4 of the Land Development Regulations.
- E. That the City has complied with the due notice requirements of subsection 3.3(B)(3) of the Land Development Regulations.

## SECTION 2: FINDINGS REGARDING PLANNED DEVELOPMENT OVERLAY

- A. That the Applicant has applied for a Residential Planned Development (RPD) of the lands described in “Exhibit A”.
- B. That the zoning district of the subject land described in “Exhibit A” is classified as Low Density Residential (R-1) on the City of Wildwood Zoning Map.
- C. That the Project is consistent with both the City of Wildwood Comprehensive Plan, the intent and purpose of the City of Wildwood Land Development Regulations, and does promote the public health, safety, morals, welfare, and orderly growth of the City of Wildwood.
- D. That the City of Wildwood Land Development Regulations are consistent with the provisions of the “Planned Development Agreement” as hereinafter set forth in Section 3 of this Ordinance. With respect to any conflict between the Land Development Regulations and the “Planned Development Agreement”, the provisions of the “Planned Development Agreement” shall govern. Unless specific conditions are included in the “Planned Development Agreement” waiving or replacing the terms and conditions of the Land Development Regulations, the terms and conditions of the most current Land Development Regulations shall prevail.
- E. This Ordinance shall become effective immediately upon its approval and adoption by the City Commission.

## SECTION 3: PLANNED DEVELOPMENT AGREEMENT: GENERAL PROVISIONS

- A. Development Concept. The Project shall be developed as a Residential Planned Development substantially in accordance with this Ordinance. This Residential Planned Development Agreement shall govern the development of the Project.
- B. Conceptual Development Plan. The Project includes a conceptual development plan pursuant to Section 8.4 of the Land Development Regulations. The Conceptual Development Plan prepared by Farner Barley and Associates, Inc. dated March 29, 2013 (as revised to denote sidewalk requirements) is incorporated into this Ordinance as “Exhibit B” attached hereto. The conceptual development plan is substantially consistent with City of Wildwood Comprehensive Plan.
  - 1) The conceptual development plan illustrates the general location of the following land uses:
    - a. Single Family Residential;
    - b. Common areas and buffer easements (open spaces);
    - c. Recreational (Parks and open spaces).

- 2) The conceptual development plan is conceptual in nature and may be affected or modified by final zoning approval and conditions, by compensating storage capacity in flood prone areas, final wetland or protected species locations and jurisdictional boundaries, final engineering, permitting, surveys, or conservation easements.
- C. Development Program. The Project shall be developed in two phases. The phases are shown on “Exhibit B” Conceptual Development Plan.
- 1) Residential Development. The residential component of the Project shall contain no more than 540 single family detached housing units and at least one (two dwelling units) single family attached housing unit.
  - 2) Maximum Development Potential. Residential development within the Project shall not exceed 4 dwelling units/acre. The maximum number of residential units in the Project is 542.
- D. Amendments. The Development Services Director, or designee, shall have the authority to approve non-substantial changes to the conceptual development plan without a public hearing. The determination of what constitutes a non-substantial change shall be at the Development Services Director’s discretion. All modifications requiring an amendment to the Planned Development Agreement shall require review and recommendation of the Planning and Zoning Board and action by the City Commission in the same manner as an Application for Planned Development.
- E. Future Approvals. After this Ordinance is recorded, and prior to any construction occurring, subdivision preliminary plans and improvement plans shall be submitted for review and approval in the manner required by Chapter 5 of the Land Development Regulations.
- F. Developer’s Agreement. Prior to approval of subdivision preliminary plans, the City and the Developer agree to enter into a Developer’s (Utility) Agreement to address the provision of water and wastewater to the Project. The agreement shall also specify, among other items, the ownership and maintenance of the utilities infrastructure associated with the Project.
- G. Principal Uses. The principal use permitted within the Project is single family residential.
- H. Development Standards. Unless otherwise noted, the Project shall adhere to the zoning district standards prescribed in Chapter 3 of the Land Development Regulations for Low Density Residential (R-1).

- I. Design District Standards. Unless otherwise noted, the Project shall adhere to the Residential Design District Standards pursuant to section 6.12 of the Land Development Regulations.
- J. Recreation and Open Space. The Project shall maintain a minimum of 20% open space.
  - 1) Parks and Recreation. The Project shall contain a minimum of 9 recreational amenities for the use of the Project's residents.
    - a. Parking shall be provided for the recreation amenities as shown on "Exhibit B."
    - b. Parking spaces for recreational amenities may be a minimum of ten (10) feet wide. And, eighteen (18) feet deep when fronting a landscaped area or 7' sidewalk.
  - 2) Buffers and Setbacks.
    - a. The Project shall contain a minimum twenty (20) feet perimeter landscape buffer easement along the Project's boundary lines. The landscaping in the buffer easements will be in conformance with the buffer detail sections incorporated into this Ordinance as "Exhibit C." The required landscaping and irrigation in the buffer easement will be installed on each lot when that lot is developed. Each lot owner will be required by the Subdivision Restrictions to maintain and irrigate the landscaping in compliance with applicable standards
    - b. Single Family detached residential shall have a twenty (20) foot building setback from the Project's roads, a ten (10) foot setback from the rear lot line and a zero (0) foot setback from side lot lines provided there is a minimum of ten (10) feet building separation. Single Family attached residential shall have the same building setbacks except no building separation is required on the side lot lines. Front setbacks will not vary from lot to lot.
  - 3) Open Space. Open space shall include drainage retention areas, entry feature tracts, common areas, buffer easements, recreation areas. For purposes of meeting open space requirements, 100% of the drainage retention areas (stormwater management areas) may be included in the open space calculation.
  - 4) Landscape Design. Yard and common area landscaping will be in conformance with the City of Wildwood Land Development Regulations and "Exhibit C."

K. Environmental Considerations.

All environmental considerations have been addressed in the Breedlove Dennis and Associates report submitted with the Planned Development Application.

L. Public Facilities.

- 1) Potable Water, Wastewater, and Irrigation Water. The Project shall be connected to the City's potable water and wastewater system prior to any certificates of occupancy being issued. The Project's Potable and Irrigation system shall be a single system connected to the City's potable water system. The Developer/Project will not construct a separate or dual water system for effluent (irrigation). The Developer/Project may use an existing well(s) or develop a new well(s) on the Project site to supplement the water features and irrigate the property owner's association's parks and common areas. Expansion of the City's Potable Water and Sanitary Sewer systems, including necessary utility easements, shall be negotiated and set forth by the Developer's (Utility) Agreement between the City and the Developer. Said Agreement shall specify cost, ownership and maintenance, and timetables for delivery of services. The Developer will grant the City an easement, at no cost to the City, for the existing water main along the Project's boundary as shown on "Exhibit B."
- 2) Solid Waste. Solid waste collection services shall be provided by the City or the City's contracted refuse service provider.
- 3) Stormwater. The Project shall contain a stormwater management system which meets the requirements of the Southwest Florida Water Management District, and Chapter 6, section 6.4 of the City's Land Development Regulations. Drainage retention basins will not be fenced.
- 4) Underground Utilities. All on site utilities shall be underground. Developer is responsible for running utilities underground for the Project. The City shall insure that any utilities within any public utilities easement encumbering any portion of the Project and serving lands other than the Planned Development shall be underground.
- 5) Water Towers. All water towers constructed on the Project shall meet the minimum setbacks from any residential zoning district of three (3) times the height of the installed tower.

M. Access and Transportation

1) Access.

- a. Interconnectivity to the North and South. The Project is required to dedicate one (1) right of way north to the adjoining property north of the Project as shown on “Exhibit B.” Should the adjoining property be developed, the City may require any future projects North of and adjacent to this right of way to construct the improvements necessary should the City determine inter-connectivity is necessary. The Project is also required to dedicate one (1) right of way South to CR 214. The City may construct the necessary improvements when the City improves CR 214 if the City determines inter-connectivity is necessary.
- b. Gated Access. The access to the Project on the east boundary at U.S. Highway 301, and on the west at C.R. 209, and if constructed, the north and south interconnectivity may be gated with resident only gates by the Developer, or its assigns. The U.S. Highway 301 and C.R. 209 gates will open with a push button system allowing vehicular traffic to enter the Project.

2) Transportation System Improvements. There are no impacts to the transportation system as identified in the Traffic Impact Analysis submitted with the Planned Development application. The Developer will construct a northbound left turn lane on US Highway 301 as shown on “Exhibit B.”

3) Internal Roadways.

- a. Roadways and trails within the Project shall be developed in accordance with the conceptual development plan, “Exhibit B,” and the typical roadway section, “Exhibit C.” Roadways will be designed as twenty (20) mph roadways with minimum center line radii of eighty-nine (89) feet pursuant to Standards in the Florida Department of Transportation’s Manual of Uniform Minimum Standards.
- b. Intersection spacing shall be a minimum of 175’.
- c. The Project shall provide sidewalks shown on “Exhibit C.” The Project shall not provide sidewalks or multi-modal paths along County Roads 214 and 209. Sufficient right of way along C.R. 214 will be dedicated to the City as shown on “Exhibit’s B and C” so the City may construct a sidewalk should future needs warrant construction. A tract of land along County Road 209 will be

dedicated to the City as shown on “Exhibit’s B and C” so the City may construct a multi-modal path should future needs warrant construction.

- d. Golf carts may be allowed to utilize the roadways within the Project. The City shall ensure the allowance of golf carts within the Project does not present a safety concern.
- e. The roadways and road rights of way will be dedicated to the City. The City will maintain all improvements within the rights of way which include, but are not limited to, pavement, underground pipe utilities and storm drains, curbing, street lights, sidewalks and street signs.

N. Maintenance of Common Areas. Maintenance and repair of structures, lawn mowing, and landscaping maintenance of all common areas within the Project shall be the responsibility of the property owner or its designee such as a property owners association, at no cost or obligation to the City. The Developer shall provide restrictions to the City that will govern the maintenance of common areas.

O. Impact Fees. The Planned Development shall be subject to all impact fees applicable at the time of permitting. All impact fees are to be paid before issuance of any building permit. Proof of Sumter County impact fees paid shall be provided to the City of Wildwood. Any impact fees adopted by the City of Wildwood, Sumter County or the Sumter County School Board prior to issuance of building permits shall also be applicable to the Planned Development.

P. Expiration of Planned Development Agreement. Actual construction must begin within the Planned Development within 24 months of the final adoption of the Planned Development Agreement. If no construction has started on the approved Planned Development within 24 months, the Planned Development shall lapse and be of no further effect. The City Commission may extend the Planned Development for periods of up to six (6) months provided the applicant can show good cause why said the Project was delayed under the originally approved Planned Development Agreement. However, the City Commission shall not allow extensions to the commencement of construction beyond 48 months after the effective date of this Ordinance. Notwithstanding anything in the foregoing, once construction has commenced, construction may continue until the completion of the Project.

PASSED AND ORDAINED in regular session of the City Commission of the City of Wildwood, Sumter County, Florida, this 24<sup>th</sup> day of September, 2013.

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:

\_\_\_\_\_  
Ashley S. Hunt, City Attorney

**Ordinance O2013-24**

**“Exhibit A”**

**Oxford Oaks**

**Legal Description**

## OXFORD OAKS

### LEGAL DESCRIPTION

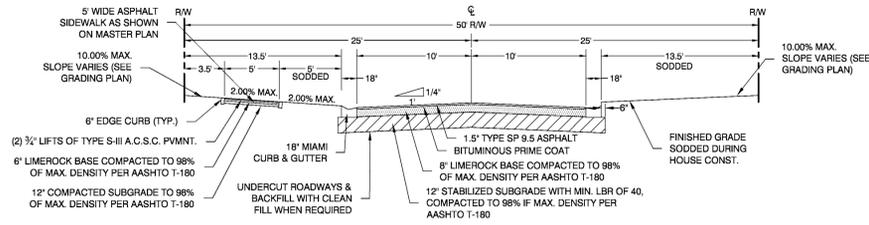
A PARCEL OF LAND LYING IN SECTION 18, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SAID SECTION 18; THENCE N00°26'23"E ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 A DISTANCE OF 1323.97 FEET TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 18; THENCE S89°23'32"E ALONG SAID NORTH LINE A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S89°23'32"E, ALONG SAID NORTH LINE A DISTANCE OF 1273.53 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 18; THENCE N00°26'06"E ALONG SAID WEST LINE A DISTANCE OF 1323.63 FEET TO THE NORTH LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE S89°22'39"E ALONG SAID NORTH LINE A DISTANCE OF 1114.72 FEET TO A POINT 208.71 FEET WEST OF THE EAST LINE OF SAID NORTHEAST OF THE SOUTHWEST 1/4; THENCE PARALLEL WITH SAID EAST LINE RUN S00°25'50"W A DISTANCE OF 208.71 FEET; THENCE PARALLEL WITH SAID NORTH LINE RUN S89°22'39"E A DISTANCE OF 208.71 FEET TO A POINT ON SAID EAST LINE; THENCE N00°25'50"E, ALONG SAID EAST LINE A DISTANCE OF 28.71 FEET TO A POINT 180.00 FEET SOUTH OF THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 18; THENCE PARALLEL WITH SAID NORTH LINE RUN S89°22'39"E A DISTANCE OF 2529.92 FEET TO THE WEST RIGHT OF WAY OF STATE ROAD NO. 35 (U.S. 301); THENCE S00°57'08"E ALONG SAID RIGHT OF WAY A DISTANCE OF 574.88 FEET; THENCE DEPARTING SAID RIGHT OF WAY S87°03'31"W A DISTANCE OF 89.10 FEET TO A POINT ON THE SOUTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1628 PAGE 483, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE N89°22'32"W ALONG SAID SOUTH LINE A DISTANCE OF 151.16 FEET TO THE WEST LINES OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1628 PAGE 481 AND OFFICIAL RECORDS BOOK 1628, PAGE 483; THENCE S00°36'51"W ALONG SAID WEST LINES A DISTANCE OF 204.69 FEET TO THE NORTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 155, PAGE 73, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE N89°20'28"W ALONG SAID NORTH LINE A DISTANCE OF 16.14 FEET TO THE WEST LINE THEREOF; THENCE S00°57'08"E ALONG SAID WEST LINE A DISTANCE OF 360.00 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 18; THENCE N89°20'28"W ALONG SAID SOUTH LINE A DISTANCE OF 967.51 FEET TO THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 18; THENCE S00°25'03"W ALONG SAID EAST LINE A DISTANCE OF 1296.13 FEET TO A POINT 28.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 18; THENCE PARALLEL WITH SAID SOUTH LINE RUN N89°18'18"W A DISTANCE OF 1328.34 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 18; SAID POINT ALSO BEING 28.00 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE PARALLEL WITH SAID SOUTH LINE RUN N89°24'24"W A DISTANCE OF 1323.63 FEET TO A POINT ON THE EAST LINE OF AFORESAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4; POINT ALSO BEING 28.00 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE PARALLEL WITH SAID SOUTH LINE RUN N89°24'24"W A DISTANCE OF 317.83 FEET TO A POINT ON THE EASTERLY BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1884, PAGE 366, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1884, PAGE 366 THE FOLLOWING THREE (3) COURSES: THENCE RUN N00°38'26"E A DISTANCE OF 199.08 FEET; THENCE N89°21'34"W A DISTANCE OF 208.72; THENCE S00°38'26"W A DISTANCE

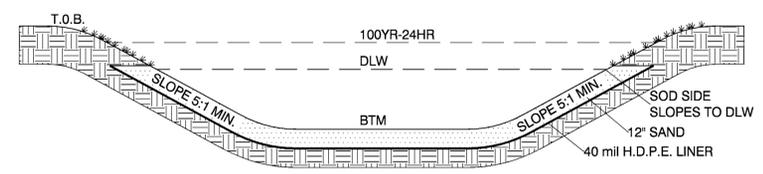
OF 199.25 FEET TO A POINT 28.00 FEET NORTH OF SAID SOUTH LINE OF THE  
SOUTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE PARALLEL WITH SAID SOUTH LINE  
RUN N89°24'24"W A DISTANCE OF 747.09 FEET TO A POINT 50.00 FEET EAST OF THE  
WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 18;  
THENCE PARALLEL WITH SAID WEST LINE RUN N00°26'23"E A DISTANCE OF 1295.96  
FEET TO THE POINT OF BEGINNING.

**Ordinance O2013-24**  
**“Exhibit B”**  
**Oxford Oaks**  
**Conceptual Development Plan**  
**And Detail Sections**



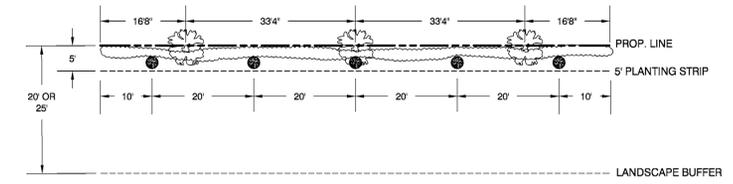


TYPICAL 50' ROADWAY SECTION  
N.T.S.



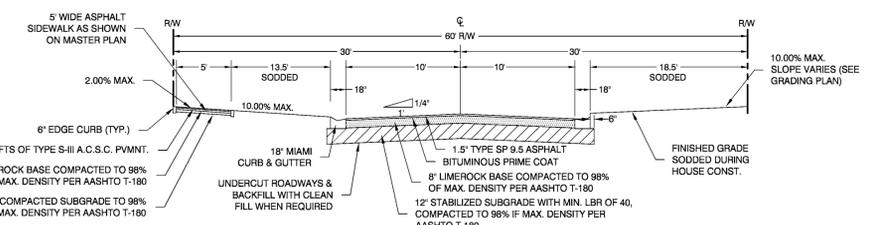
WET RETENTION DETAIL  
N.T.S.

DRA #	T.O.B. ELEV (FT)	DLW ELEV (FT)	BTM ELEV (FT)
DRA #B-1	78.00	69.00	63.00
DRA #B-2	77.00	66.00	60.00

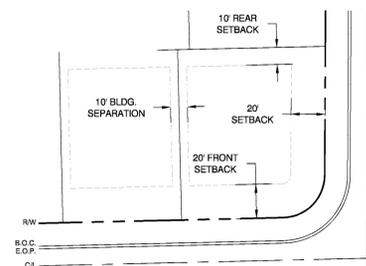


The landscape buffer shall contain per 100', a minimum of three(3) canopy trees, five (5) understory trees and a continuous row of shrubs. Refer to City of Wildwood Design Standards, Section II (E), for minimum sizes. All planting to be done at time of home construction.

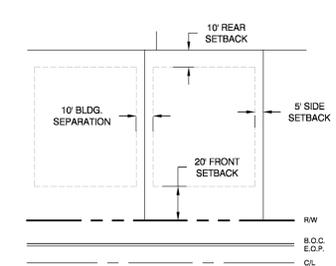
LANDSCAPE BUFFER PLANTING  
N.T.S.



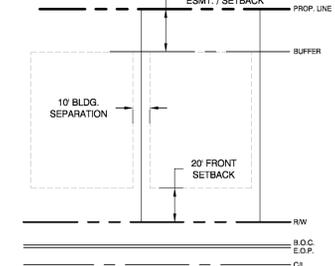
TYPICAL 60' ROADWAY SECTION  
N.T.S.



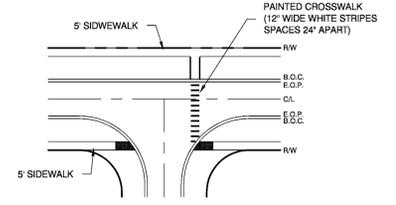
TYPICAL CORNER LOT  
N.T.S.



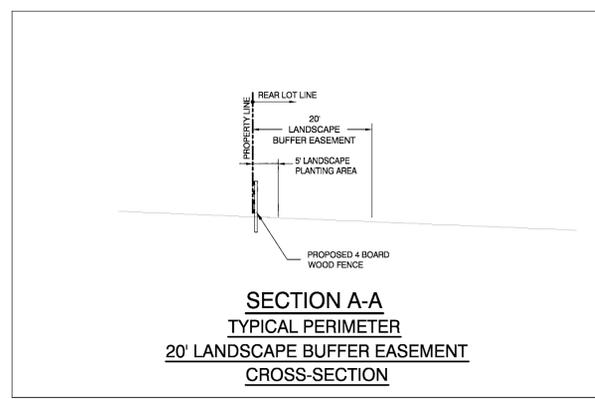
TYPICAL INTERIOR LOT  
N.T.S.



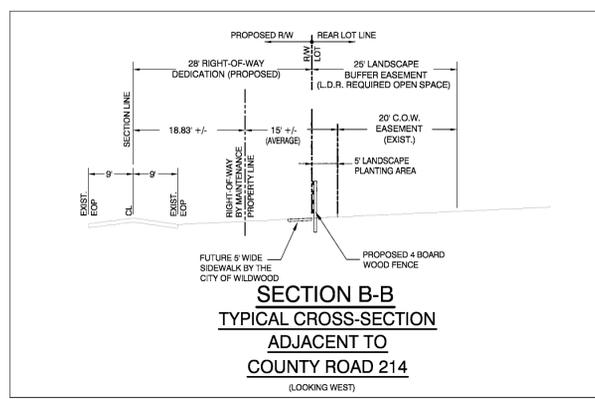
TYPICAL PERIMETER LOT  
N.T.S.



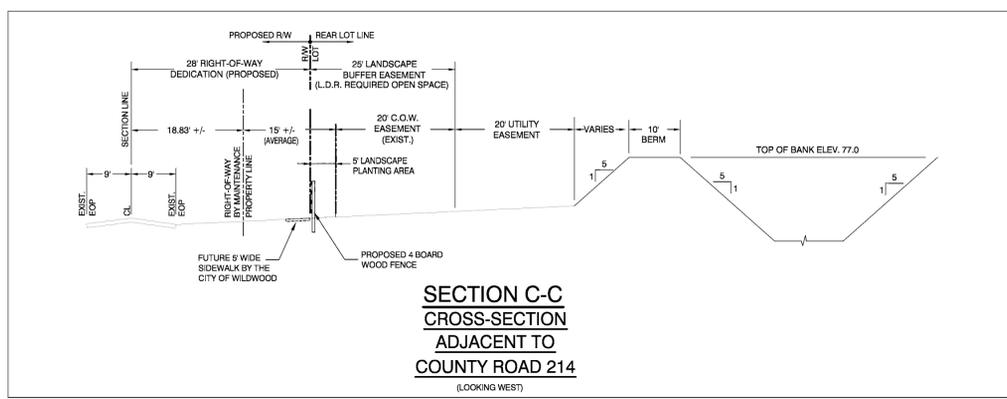
COLLECTOR ROAD CROSSWALK DETAIL  
N.T.S.



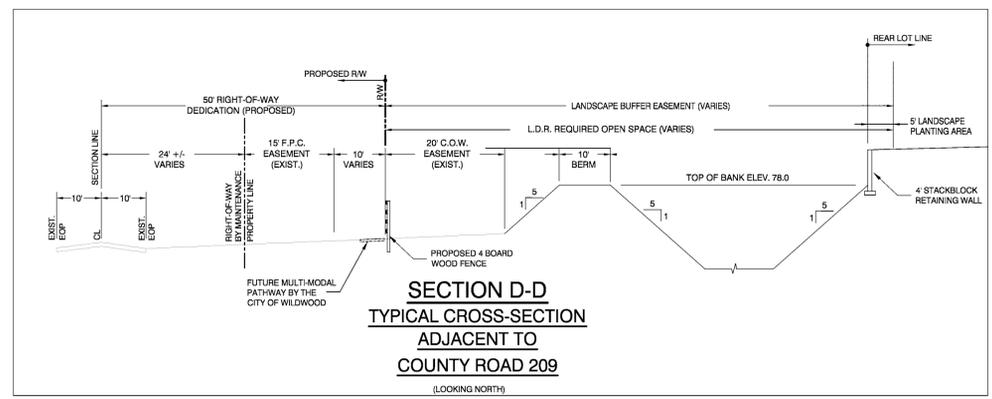
SECTION A-A  
TYPICAL PERIMETER  
20' LANDSCAPE BUFFER EASEMENT  
CROSS-SECTION



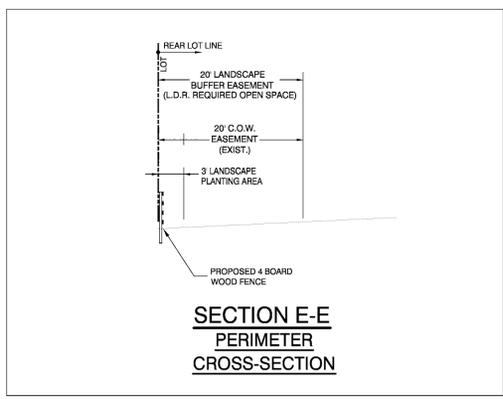
SECTION B-B  
TYPICAL CROSS-SECTION  
ADJACENT TO  
COUNTY ROAD 214  
(LOOKING WEST)



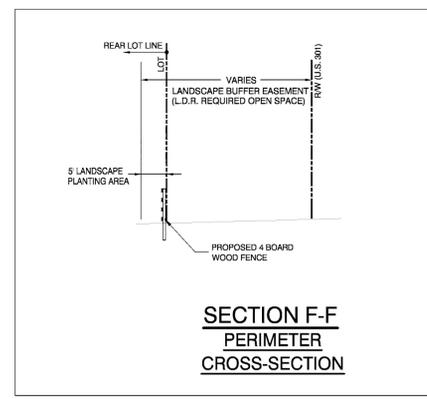
SECTION C-C  
CROSS-SECTION  
ADJACENT TO  
COUNTY ROAD 214  
(LOOKING WEST)



SECTION D-D  
TYPICAL CROSS-SECTION  
ADJACENT TO  
COUNTY ROAD 209  
(LOOKING NORTH)



SECTION E-E  
PERIMETER  
CROSS-SECTION



SECTION F-F  
PERIMETER  
CROSS-SECTION

BY	
REVISIONS	
DATE	

ENGINEERS SURVEYORS PLANNERS  
**FARNER BARLEY AND ASSOCIATES, INC.**  
 Certificate of Authorization Number: 4709  
 4450 N.E. 83rd Road • Wildwood, Florida 34785 • (352) 748-3126

OXFORD OAKS R.P.D.  
 DETAILS  
 MARCH 29, 2013

DATE	5/1/13
DRAWN BY	DC
CHKD BY	JAH
FILE NAME	DETAILS
JOB NO.	921141.2680

EXHIBIT C

**CITY COMMISSION OF THE CITY OF WILDWOOD**

**EXECUTIVE SUMMARY**

**SUBJECT:** Ordinance O2013-40: An Ordinance Adopting Floodplain Management Policies and Procedures

**REQUESTED ACTION:** Approval of Ordinance O2013-40

Work Session (Report Only)      **DATE OF MEETING:** First Reading: 9/10/13  
Adoption: 9/24/13  
 Regular Meeting       Special Meeting

**CONTRACT:**  N/A      Vendor/Entity: \_\_\_\_\_  
Effective Date: \_\_\_\_\_      Termination Date: \_\_\_\_\_  
Managing Division / Dept: \_\_\_\_\_

**BUDGET IMPACT:** \_\_\_\_\_

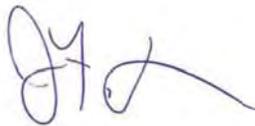
Annual      **FUNDING SOURCE:** \_\_\_\_\_  
 Capital      **EXPENDITURE ACCOUNT:** \_\_\_\_\_  
 N/A

**HISTORY/FACTS/ISSUES:**

The City is required by the Federal Emergency Management Agency to amend its Floodplain Ordinance to implement changes in Florida Building Code.

City Staff, in conjunction with the former City Attorney, coordinated with the Florida Division of Emergency Management to ensure the ordinance contains the policies and procedures that are required for compliance.

**Staff recommends approval of Ordinance O2013-40 so that the City is in compliance with FEMA requirements.**



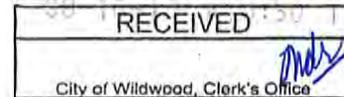
Jason McHugh  
Development Services Coordinator



FEMA

AUG 13 2013

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED



The Honorable Ed Wolf  
Mayor, City of Wildwood  
100 North Main Street  
Wildwood, Florida 34785

Dear Mayor Wolf:

I am writing this letter as an official reminder that the City of Wildwood, Florida, has until September 27, 2013, to adopt and have the Department of Homeland Security's Federal Emergency Management Agency (FEMA) Regional Office approve floodplain management measures that satisfy 44 Code of Federal Regulations (CFR) Section 60.3(c) of the National Flood Insurance Program (NFIP) regulations.

The City of Wildwood must adopt floodplain management measures, such as a floodplain management ordinance, that meet or exceed the minimum NFIP requirements (copy enclosed) by September 27, 2013, to avoid suspension from the NFIP. If suspended, your community becomes ineligible for flood insurance through the NFIP, new insurance policies cannot be sold, and existing policies cannot be renewed.

The NFIP State Coordinating Office for your State has verified that Florida communities may include language in their floodplain management measures that automatically adopt the most recently available flood elevation data provided by FEMA. Your community's floodplain management measures may already be sufficient if the measures include suitable automatic adoption language and are otherwise in accordance with the minimum requirements of the NFIP. The NFIP State Coordinator can assist you further in clarifying questions you may have about automatic adoption.

Under the Flood Disaster Protection Act of 1973, as amended, flood insurance must be purchased by property owners seeking any Federal financial assistance for construction or acquisition of buildings in Special Flood Hazard Areas (SFHAs). This financial assistance includes certain federally guaranteed mortgages and direct loans, federal disaster relief loans and grants, as well as other similarly described assistance from FEMA and other agencies.

In addition, all loans individuals obtain from Federally regulated, supervised, or insured lending institutions that are secured by improved real estate located in SFHAs are also contingent upon the borrower obtaining flood insurance coverage on the building. However, purchasing and maintaining flood insurance coverage on a voluntary basis is frequently recommended for properties located outside SFHAs.

The Honorable Ed Wolf

AUG 13 2013

Page 2

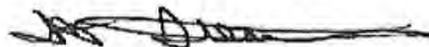
Your NFIP State Coordinator and FEMA would like to assist the City of Wildwood to ensure it remains in good standing with the NFIP and avoids suspension from the Program. If your community is suspended, it may regain its eligibility in the NFIP by enacting the floodplain management measures established in 44 CFR Section 60.3 of the NFIP regulations. As stated in my previous correspondence, I recommend you contact your NFIP State Coordinator or the FEMA Regional Office if the City of Wildwood is encountering difficulties in enacting its measures.

I recognize that your community may be in the final adoption process or may have recently adopted the appropriate floodplain management measures. Please submit these measures to the Floodplain Management Program at the Florida Division of Emergency Management. Joy Duperault, CFM, the NFIP State Coordinator, is accessible by telephone at (850) 922-4518, in writing at 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100, or by electronic mail at [joy.duperault@em.myflorida.com](mailto:joy.duperault@em.myflorida.com).

The FEMA Regional staff in Atlanta, Georgia, is also available to assist you with your floodplain management measures. The FEMA Regional Office may be contacted by telephone at (770) 220-5200 or in writing. Please send your written inquiries to the Director, Federal Insurance and Mitigation Division, FEMA Region IV, at 3003 Chamblee-Tucker Road, Atlanta, Georgia 30341.

In the event your community does not adopt and/or submit the necessary floodplain management measures that meet or exceed the minimum NFIP requirements, I must take the necessary steps to suspend your community from the NFIP. This letter is FEMA's final notification before your community is suspended from the Program.

Sincerely,



David H. Stearrett, CFM, Chief  
Floodplain Management Branch  
Federal Insurance and Mitigation Administration

Enclosure

cc: Major P. May, Regional Administrator, FEMA Region IV  
Joy Duperault, CFM, NFIP State Coordinator, Florida Division of Emergency Management  
Melanie Peavy, Development Services Director, City of Wildwood

**ORDINANCE NO. O2013-40**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WILDWOOD, TO ADOPT FLOOD HAZARD MAPS, TO DESIGNATE A FLOODPLAIN ADMINISTRATOR, TO ADOPT PROCEDURES AND CRITERIA FOR DEVELOPMENT IN FLOOD HAZARD AREAS, AND FOR OTHER PURPOSES; TO ADOPT LOCAL ADMINISTRATIVE AMENDMENTS TO THE FLORIDA BUILDING CODE; PROVIDING FOR APPLICABILITY; REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE.**

**WHEREAS**, the Legislature of the State of Florida has, in Chapter 166, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

**WHEREAS**, the Federal Emergency Management Agency has identified special flood hazard areas within the boundaries of the City of Wildwood and such areas may be subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare, and

**WHEREAS**, the City of Wildwood was accepted for participation in the National Flood Insurance Program on **December 26, 1980** and the City Commission desires to continue to meet the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60, necessary for such participation; and

**WHEREAS**, Chapter 553, Florida Statutes, was adopted by the Florida Legislature to provide a mechanism for the uniform adoption, updating, amendment, interpretation and enforcement of a state building code, called the *Florida Building Code*; and

**WHEREAS**, section 553.73(5), Florida Statutes, allows adoption of local administrative amendments to the *Florida Building Code* to implement the National Flood Insurance Program; and

**WHEREAS**, the City Commission has determined that it is in the public interest to adopt the proposed floodplain management regulations that are coordinated with the *Florida Building Code*.

**NOW, THEREFORE, BE IT ORDAINED** by the City Commission of the City of Wildwood that the following floodplain management regulations, and the following local administrative amendments to the 2010 *Florida Building Code*, are hereby adopted.

**SECTION 1. Title.** These regulations shall be known as the *Floodplain Management Ordinance* of the City of Wildwood, hereinafter referred to as “this ordinance.”

**SECTION 2. Scope.** The provisions of this ordinance shall apply to all development that is wholly within or partially within any flood hazard area, including but not limited to the subdivision of land; filling, grading, and other site improvements and utility installations; construction, alteration, remodeling, enlargement, improvement, replacement, repair, relocation or demolition of buildings, structures, and facilities that are exempt from the *Florida Building Code*; placement, installation, or replacement of manufactured homes and manufactured buildings; installation or replacement of tanks; placement of recreational vehicles; installation of swimming pools; and any other development.

**SECTION 3. Intent.** The purposes of this ordinance and the flood load and flood resistant construction requirements of the *Florida Building Code* are to establish minimum requirements to safeguard the public health, safety, and general welfare and to minimize public and private losses due to flooding through regulation of development in flood hazard areas to:

- a. Minimize unnecessary disruption of commerce, access and public service during times of flooding;
- b. Require the use of appropriate construction practices in order to prevent or minimize future flood damage;
- c. Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development which may increase flood damage or erosion potential;
- d. Manage the alteration of flood hazard areas, watercourses, and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain;
- e. Minimize damage to public and private facilities and utilities;
- f. Help maintain a stable tax base by providing for the sound use and development of flood hazard areas;
- g. Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events; and
- h. Meet the requirements of the National Flood Insurance Program for community participation as set forth in the Title 44 Code of Federal Regulations, Section 59.22.

**SECTION 4. Coordination with the *Florida Building Code*.** This ordinance is intended to be administered and enforced in conjunction with the *Florida Building Code*. Where cited, ASCE 24 refers to the edition of the standard that is referenced by the *Florida Building Code*.

**SECTION 5. Warning.** The degree of flood protection required by this ordinance and the *Florida Building Code*, as amended by this community, is considered the minimum

reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside of mapped special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage. The flood hazard areas and base flood elevations contained in the Flood Insurance Study and shown on Flood Insurance Rate Maps and the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60 may be revised by the Federal Emergency Management Agency, requiring this community to revise these regulations to remain eligible for participation in the National Flood Insurance Program. No guaranty of vested use, existing use, or future use is implied or expressed by compliance with this ordinance.

**SECTION 6. Disclaimer of Liability.** This ordinance shall not create liability on the part of the City Commission of the City of Wildwood or by any officer or employee thereof for any flood damage that results from reliance on this ordinance or any administrative decision lawfully made thereunder.

**SECTION 7. General.** Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

**SECTION 8. Areas to which this ordinance applies.** This ordinance shall apply to all flood hazard areas within the City of Wildwood as established in Section 9 of this ordinance.

**SECTION 9. Basis for establishing flood hazard areas.** The Flood Insurance Study for **Sumter County, Florida and Incorporated Areas dated September 27, 2013**, and all subsequent amendments and revisions, and the accompanying Flood Insurance Rate Maps (FIRM), and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this ordinance and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at the **Development Services Department, City Hall, 100 North Main Street, Wildwood, FL 34785**.

**SECTION 10. Submission of additional data to establish flood hazard areas.** To establish flood hazard areas and base flood elevations, pursuant to Section 16 of this ordinance the Floodplain Administrator may require submission of additional data. Where field surveyed topography prepared by a Florida licensed professional surveyor or digital topography accepted by the community indicates that ground elevations:

- (1) Are below the closest applicable base flood elevation, even in areas not delineated as a special flood hazard area on a FIRM, the area shall be considered as flood hazard area and subject to the requirements of this ordinance and, as applicable, the requirements of the *Florida Building Code*.
- (2) Are above the closest applicable base flood elevation, the area shall be regulated as special flood hazard area unless the applicant obtains a Letter of Map Change that removes the area from the special flood hazard area.

**SECTION 11. Other laws.** The provisions of this ordinance shall not be deemed to nullify any provisions of local, state or federal law.

**SECTION 12. Abrogation and greater restrictions.** This ordinance supersedes any ordinance in effect for management of development in flood hazard areas. However, it is not intended to repeal or abrogate any existing ordinances including but not limited to land development regulations, zoning ordinances, stormwater management regulations, or the *Florida Building Code*. In the event of a conflict between this ordinance and any other ordinance, the more restrictive shall govern. This ordinance shall not impair any deed restriction, covenant or easement, but any land that is subject to such interests shall also be governed by this ordinance.

**SECTION 13. Interpretation.** In the interpretation and application of this ordinance, all provisions shall be:

- a. Considered as minimum requirements;
- b. Liberally construed in favor of the governing body; and
- c. Deemed neither to limit nor repeal any other powers granted under state statutes.

#### **SECTION 14. DUTIES AND POWERS OF THE FLOODPLAIN ADMINISTRATOR**

**a. Designation.** The **Development Services Director** is designated as the Floodplain Administrator. The Floodplain Administrator may delegate performance of certain duties to other employees.

**b. General.** The Floodplain Administrator is authorized and directed to administer and enforce the provisions of this ordinance. The Floodplain Administrator shall have the authority to render interpretations of this ordinance consistent with the intent and purpose of this ordinance and may establish policies and procedures in order to clarify the application of its provisions. Such interpretations, policies, and procedures shall not have the effect of waiving requirements specifically provided in this ordinance without the granting of a variance pursuant to Section 107 of this ordinance.

**c. Applications and permits.** The Floodplain Administrator, in coordination with other pertinent offices of the community, shall:

- i. Review applications and plans to determine whether proposed new development will be located in flood hazard areas;
- ii. Review applications for modification of any existing development in flood hazard areas for compliance with the requirements of this ordinance;
- iii. Interpret flood hazard area boundaries where such interpretation is necessary to determine the exact location of boundaries; a person contesting the determination shall have the opportunity to appeal the interpretation;

- iv. Provide available flood elevation and flood hazard information;
- v. Determine whether additional flood hazard data shall be obtained from other sources or shall be developed by an applicant;
- vi. Review applications to determine whether proposed development will be reasonably safe from flooding;
- vii. Issue floodplain development permits or approvals for development other than buildings and structures that are subject to the *Florida Building Code*, including buildings, structures and facilities exempt from the *Florida Building Code*, when compliance with this ordinance is demonstrated, or disapprove the same in the event of noncompliance; and
- viii. Coordinate with and provide comments to the Building Official to assure that applications, plan reviews, and inspections for buildings and structures in flood hazard areas comply with the applicable provisions of this ordinance.

**d. Substantial improvement and substantial damage determinations.**

For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the Building Official, shall:

- (1) Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;
- (2) Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;
- (3) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; and
- (4) Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the *Florida Building Code* and this ordinance is required.

**e. Modifications of the strict application of the requirements of the *Florida Building Code*.** The Floodplain Administrator shall review requests submitted to the Building Official that seek approval to modify the strict application of the flood load and flood resistant construction requirements of the *Florida Building Code* to determine whether such requests require the granting of a variance pursuant to Section 18 of this ordinance.

**f. Notices and orders.** The Floodplain Administrator shall coordinate with appropriate local agencies for the issuance of all necessary notices or orders to ensure compliance with this ordinance.

**g. Inspections.** The Floodplain Administrator shall make the required inspections as specified in Section 17 of this ordinance for development that is not subject to the *Florida Building Code*, including buildings, structures and facilities exempt from the *Florida Building Code*. The Floodplain Administrator shall inspect flood hazard areas to determine if development is undertaken without issuance of a permit.

**h. Other duties of the Floodplain Administrator.** The Floodplain Administrator shall have other duties, including but not limited to:

- i. Establish, in coordination with the Building Official, procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to Section 14(d) of this ordinance;
- ii. Require that applicants proposing alteration of a watercourse notify adjacent communities and the Florida Division of Emergency Management, State Floodplain Management Office, and submit copies of such notifications to the Federal Emergency Management Agency (FEMA);
- iii. Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the Flood Insurance Rate Maps if the analyses propose to change base flood elevations, flood hazard area boundaries, or floodway designations; such submissions shall be made within 6 months of such data becoming available;
- iv. Review required design certifications and documentation of elevations specified by this ordinance and the *Florida Building Code* and this ordinance to determine that such certifications and documentations are complete;
- v. Notify the Federal Emergency Management Agency when the corporate boundaries of the City of Wildwood are modified.

**i. Floodplain management records.** Regardless of any limitation on the period required for retention of public records, the Floodplain Administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of this ordinance and the flood resistant construction requirements of the *Florida Building Code*, including Flood Insurance Rate Maps; Letters of Change; records of issuance of permits and denial of permits; determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required design certifications and documentation of elevations specified by the *Florida Building Code* and this ordinance; notifications to adjacent communities, FEMA, and the state related to alterations of watercourses; assurances that the flood carrying capacity of altered watercourses will be maintained; documentation related to appeals and variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to this ordinance and the flood resistant construction requirements of the *Florida Building Code*. These records

shall be available for public inspection at City Hall, 100 North Main Street, Wildwood, FL 34785.

## SECTION 15. PERMITS

**a. Permits required.** Any owner or owner's authorized agent (hereinafter "applicant") who intends to undertake any development activity within the scope of this ordinance, including buildings, structures and facilities exempt from the *Florida Building Code*, which is wholly within or partially within any flood hazard area shall first make application to the Floodplain Administrator, and the Building Official if applicable, and shall obtain the required permit(s) and approval(s). No such permit or approval shall be issued until compliance with the requirements of this ordinance and all other applicable codes and regulations has been satisfied.

**b. Floodplain development permits or approvals.** Floodplain development permits or approvals shall be issued pursuant to this ordinance for any development activities not subject to the requirements of the *Florida Building Code*, including buildings, structures and facilities exempt from the *Florida Building Code*. Depending on the nature and extent of proposed development that includes a building or structure, the Floodplain Administrator may determine that a floodplain development permit or approval is required in addition to a building permit.

**c. Buildings, structures and facilities exempt from the *Florida Building Code*.** Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Sections 59 and 60), floodplain development permits or approvals shall be required for the following buildings, structures and facilities that are exempt from the *Florida Building Code* and any further exemptions provided by law, which are subject to the requirements of this ordinance:

- i. Railroads and ancillary facilities associated with the railroad.
- ii. Nonresidential farm buildings on farms, as provided in section 604.50, F.S.
- iii. Temporary buildings or sheds used exclusively for construction purposes.
- iv. Mobile or modular structures used as temporary offices.
- v. Those structures or facilities of electric utilities, as defined in section 366.02, F.S., which are directly involved in the generation, transmission, or distribution of electricity.
- vi. Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.
- vii. Family mausoleums not exceeding 250 square feet in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.

viii. Temporary housing provided by the Department of Corrections to any prisoner in the state correctional system.

ix. Structures identified in section 553.73(10)(k), F.S., are not exempt from the *Florida Building Code* if such structures are located in flood hazard areas established on Flood Insurance Rate Maps

**d. Application for a permit or approval.** To obtain a floodplain development permit or approval the applicant shall first file an application in writing on a form furnished by the community. The information provided shall:

- i. Identify and describe the development to be covered by the permit or approval.
- ii. Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitively locate the site.
- iii. Indicate the use and occupancy for which the proposed development is intended.
- iv. Be accompanied by a site plan or construction documents as specified in Section 16 of this ordinance.
- v. State the valuation of the proposed work.
- vi. Be signed by the applicant or the applicant's authorized agent.
- vii. Give such other data and information as required by the Floodplain Administrator.

**e. Validity of permit or approval.** The issuance of a floodplain development permit or approval pursuant to this ordinance shall not be construed to be a permit for, or approval of, any violation of this ordinance, the *Florida Building Codes*, or any other ordinance of this community. The issuance of permits based on submitted applications, construction documents, and information shall not prevent the Floodplain Administrator from requiring the correction of errors and omissions.

**f. Expiration.** A floodplain development permit or approval shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized is suspended or abandoned for a period of 180 days after the work commences. Extensions for periods of not more than 180 days each shall be requested in writing and justifiable cause shall be demonstrated.

**g. Suspension or revocation.** The Floodplain Administrator is authorized to suspend or revoke a floodplain development permit or approval if the permit was issued in error, on the basis of incorrect, inaccurate or incomplete information, or in violation of this ordinance or any other ordinance, regulation or requirement of this community.

**h. Other permits required.** Floodplain development permits and building permits shall include a condition that all other applicable state or federal permits be

obtained before commencement of the permitted development, including but not limited to the following:

- i. The Southwest Florida Water Management District; section 373.036, F.S.
- ii. Florida Department of Health for onsite sewage treatment and disposal systems; section 381.0065, F.S. and Chapter 64E-6, F.A.C.
- iii.. Florida Department of Environmental Protection for activities subject to the Joint Coastal Permit; section 161.055, F.S.
- iv. Florida Department of Environmental Protection for activities that affect wetlands and alter surface water flows, in conjunction with the U.S. Army Corps of Engineers; Section 404 of the Clean Water Act.
- v. Federal permits and approvals.

## **SECTION 16. SITE PLANS AND CONSTRUCTION DOCUMENTS**

**a. Information for development in flood hazard areas.** The site plan or construction documents for any development subject to the requirements of this ordinance shall be drawn to scale and shall include, as applicable to the proposed development:

- i. Delineation of flood hazard areas, floodway boundaries and flood zone(s), base flood elevation(s), and ground elevations if necessary for review of the proposed development.
- ii. Where base flood elevations, or floodway data are not included on the FIRM or in the Flood Insurance Study, they shall be established in accordance with Section 16(b)(ii) or (iii) of this ordinance.
- iii. Where the parcel on which the proposed development will take place will have more than 50 lots or is larger than 5 acres and the base flood elevations are not included on the FIRM or in the Flood Insurance Study, such elevations shall be established in accordance with Section 16(b)(i) of this ordinance.
- iv. Location of the proposed activity and proposed structures, and locations of existing buildings and structures.
- v. Location, extent, amount, and proposed final grades of any filling, grading, or excavation.
- vi. Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose.
- vii. Existing and proposed alignment of any proposed alteration of a watercourse.

The Floodplain Administrator is authorized to waive the submission of site plans, construction documents, and other data that are required by this ordinance but that are not required to be prepared by a registered design professional if it is found that the nature of the proposed development is such that the review of such submissions is not

necessary to ascertain compliance with this ordinance.

**b. Information in flood hazard areas without base flood elevations (approximate Zone A).** Where flood hazard areas are delineated on the FIRM and base flood elevation data have not been provided, the Floodplain Administrator shall:

- i. Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices.
- ii. Obtain, review, and provide to applicants base flood elevation and floodway data available from a federal or state agency or other source or require the applicant to obtain and use base flood elevation and floodway data available from a federal or state agency or other source.
- iii. Where base flood elevation and floodway data are not available from another source, where the available data are deemed by the Floodplain Administrator to not reasonably reflect flooding conditions, or where the available data are known to be scientifically or technically incorrect or otherwise inadequate:
  - A. Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices; or
  - B. Specify that the base flood elevation is two (2) feet above the highest adjacent grade at the location of the development, provided there is no evidence indicating flood depths have been or may be greater than two (2) feet.
- iv. Where the base flood elevation data are to be used to support a Letter of Map Change from FEMA, advise the applicant that the analyses shall be prepared by a Florida licensed engineer in a format required by FEMA, and that it shall be the responsibility of the applicant to satisfy the submittal requirements and pay the processing fees.

**c. Additional analyses and certifications.** As applicable to the location and nature of the proposed development activity, and in addition to the requirements of this section, the applicant shall have the following analyses signed and sealed by a Florida licensed engineer for submission with the site plan and construction documents:

- i. For development activities proposed to be located in a regulatory floodway, a floodway encroachment analysis that demonstrates that the encroachment of the proposed development will not cause any increase in base flood elevations; where the applicant proposes to undertake development activities that do increase base flood elevations, the applicant shall submit such analysis to FEMA as specified in Section 16(d) of this ordinance and shall submit the Conditional Letter of Map Revision, if issued by FEMA, with the site plan and construction documents.
- ii. For development activities proposed to be located in a riverine flood hazard area for which base flood elevations are included in the Flood Insurance Study or on the FIRM and floodways have not been designated, hydrologic and hydraulic analyses that demonstrate that the cumulative effect of the proposed development, when

combined with all other existing and anticipated flood hazard area encroachments, will not increase the base flood elevation more than one (1) foot at any point within the community. This requirement does not apply in isolated flood hazard areas not connected to a riverine flood hazard area or in flood hazard areas identified as Zone AO or Zone AH.

iii. For alteration of a watercourse, an engineering analysis prepared in accordance with standard engineering practices which demonstrates that the flood-carrying capacity of the altered or relocated portion of the watercourse will not be decreased, and certification that the altered watercourse shall be maintained in a manner which preserves the channel's flood-carrying capacity; the applicant shall submit the analysis to FEMA as specified in Section 16(d) of this ordinance.

**d. Submission of additional data.** When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant has the right to seek a Letter of Map Change from FEMA to change the base flood elevations, change floodway boundaries, or change boundaries of flood hazard areas shown on FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a Florida licensed engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant.

## SECTION 17. INSPECTIONS

**a. General.** Development for which a floodplain development permit or approval is required shall be subject to inspection.

**b. Development other than buildings and structures.** The Floodplain Administrator shall inspect all development to determine compliance with the requirements of this ordinance and the conditions of issued floodplain development permits or approvals.

**c. Buildings, structures and facilities exempt from the *Florida Building Code*.** The Floodplain Administrator shall inspect buildings, structures and facilities exempt from the *Florida Building Code* to determine compliance with the requirements of this ordinance and the conditions of issued floodplain development permits or approvals.

**d. Buildings, structures and facilities exempt from the *Florida Building Code*, lowest floor inspection.** Upon placement of the lowest floor, including basement, and prior to further vertical construction, the owner of a building, structure or facility exempt from the *Florida Building Code*, or the owner's authorized agent, shall submit to the Floodplain Administrator:

i. If a design flood elevation was used to determine the required elevation of the lowest floor, the certification of elevation of the lowest floor prepared and sealed by a Florida licensed professional surveyor; or

ii. If the elevation used to determine the required elevation of the lowest floor was determined in accordance with Section 16(b)(iii)(B) of this ordinance, the documentation of height of the lowest floor above highest adjacent grade, prepared by the owner or the owner's authorized agent.

**e. Buildings, structures and facilities exempt from the *Florida Building Code*, final inspection.** As part of the final inspection, the owner or owner's authorized agent shall submit to the Floodplain Administrator a final certification of elevation of the lowest floor or final documentation of the height of the lowest floor above the highest adjacent grade; such certifications and documentations shall be prepared as specified in Section 17(d) of this ordinance.

**f. Manufactured homes.** The **Floodplain Administrator** shall inspect manufactured homes that are installed or replaced in flood hazard areas to determine compliance with the requirements of this ordinance and the conditions of the issued permit. Upon placement of a manufactured home, certification of the elevation of the lowest floor shall be submitted to the **Floodplain Administrator**.

## **SECTION 18. VARIANCES AND APPEALS.**

**a. General.** The **planning and zoning board or special magistrate** shall hear and decide on requests for appeals and requests for variances from the strict application of this ordinance. Pursuant to section 553.73(5), F.S., the **planning and zoning board or special magistrate** shall hear and decide on requests for appeals and requests for variances from the strict application of the flood resistant construction requirements of the *Florida Building Code*.

**b. Appeals.** The **planning and zoning board or special magistrate** shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the administration and enforcement of this ordinance. Any person aggrieved by the decision of **planning and zoning board or special magistrate** may appeal such decision to the Circuit Court, as provided by Florida Statutes.

**c. Limitations on authority to grant variances.** The **planning and zoning board or special magistrate** shall base its decisions on variances on technical justifications submitted by applicants, the considerations for issuance in Section 18(g) of this ordinance, the conditions of issuance set forth in Section 18(h) of this ordinance, and the comments and recommendations of the Floodplain Administrator and the Building Official. The **planning and zoning board or special magistrate** has the right to attach such conditions as it deems necessary to further the purposes and objectives of this ordinance.

**d. Restrictions in floodways.** A variance shall not be issued for any proposed development in a floodway if any increase in base flood elevations would result, as evidenced by the applicable analyses and certifications required in Section

16(c) of this ordinance.

**e. Historic buildings.** A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood resistant construction requirements of the *Florida Building Code, Existing Building*, Chapter 11 Historic Buildings, upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the proposed work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the *Florida Building Code*.

**f. Functionally dependent uses.** A variance is authorized to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use, as defined in Section 18(d) of this ordinance, provided the variance meets the requirements of this ordinance, is the minimum necessary considering the flood hazard, and all due consideration has been given to use of methods and materials that minimize flood damage during occurrence of the base flood.

**g. Considerations for issuance of variances.** In reviewing requests for variances, the **planning and zoning board or special magistrate** shall consider all technical evaluations, all relevant factors, all other applicable provisions of the *Florida Building Code*, this ordinance, and the following:

- i. The danger that materials and debris may be swept onto other lands resulting in further injury or damage;
- ii. The danger to life and property due to flooding or erosion damage;
- iii. The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners;
- iv. The importance of the services provided by the proposed development to the community;
- v. The availability of alternate locations for the proposed development that are subject to lower risk of flooding or erosion;
- vi. The compatibility of the proposed development with existing and anticipated development;
- vii. The relationship of the proposed development to the comprehensive plan and floodplain management program for the area;
- viii. The safety of access to the property in times of flooding for ordinary and emergency vehicles;
- ix. The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and

x. The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets and bridges.

**h. Conditions for issuance of variances.** Variances shall be issued only upon:

i. Submission by the applicant, of a showing of good and sufficient cause that the unique characteristics of the size, configuration, or topography of the site limit compliance with any provision of this ordinance or the required elevation standards;

ii. Determination by the **planning and zoning board or special magistrate** that:

A. Failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable; increased costs to satisfy the requirements or inconvenience do not constitute hardship;

B. The granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws and ordinances; and

C. The variance is the minimum necessary, considering the flood hazard, to afford relief;

iii. Receipt of a signed statement by the applicant that the variance, if granted, shall be recorded in the Office of the Clerk of the Court in such a manner that it appears in the chain of title of the affected parcel of land; and

iv. If the request is for a variance to allow construction of the lowest floor of a new building, or substantial improvement of a building, below the required elevation, a copy in the record of a written notice from the Floodplain Administrator to the applicant for the variance, specifying the difference between the base flood elevation and the proposed elevation of the lowest floor, stating that the cost of federal flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation (up to amounts as high as \$25 for \$100 of insurance coverage), and stating that construction below the base flood elevation increases risks to life and property.

## **SECTION 19. VIOLATIONS**

**a. Violations.** Any development that is not within the scope of the *Florida Building Code* but that is regulated by this ordinance that is performed without an issued permit, that is in conflict with an issued permit, or that does not fully comply with this ordinance, shall be deemed a violation of this ordinance. A building or structure without the documentation of elevation of the lowest floor, other required design certifications, or other evidence of compliance required by this ordinance or the *Florida Building Code* is presumed to be a violation until such time as that documentation is provided.

**b. Authority.** For development that is not within the scope of the *Florida Building Code* but that is regulated by this ordinance and that is determined to be a violation, the Floodplain Administrator is authorized to serve notices of violation or stop work orders to owners of the property involved, to the owner's agent, or to the person or persons performing the work.

**c. Unlawful continuance.** Any person who shall continue any work after having been served with a notice of violation or a stop work order, except such work as that person is directed to perform to remove or remedy a violation or unsafe condition, shall be subject to penalties as prescribed by law.

## SECTION 20. GENERAL

**a. Scope.** Unless otherwise expressly stated, the following words and terms shall, for the purposes of this ordinance, have the meanings shown in this section.

**b. Terms defined in the *Florida Building Code*.** Where terms are not defined in this ordinance and are defined in the *Florida Building Code*, such terms shall have the meanings ascribed to them in that code.

**c. Terms not defined.** Where terms are not defined in this ordinance or the *Florida Building Code*, such terms shall have ordinarily accepted meanings such as the context implies.

### **d. DEFINITIONS**

**Alteration of a watercourse.** A dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

**Appeal.** A request for a review of the Floodplain Administrator's interpretation of any provision of this ordinance or a request for a variance.

**ASCE 24.** A standard titled *Flood Resistant Design and Construction* that is referenced by the *Florida Building Code*. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.

**Base flood.** A flood having a 1-percent chance of being equaled or exceeded in any given year. [Also defined in FBC, B, Section 1612.2.] The base flood is commonly referred to as the "100-year flood" or the "1-percent-annual chance flood."

**Base flood elevation.** The elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD)

or other datum specified on the Flood Insurance Rate Map (FIRM). [Also defined in FBC, B, Section 1612.2.]

**Basement.** The portion of a building having its floor subgrade (below ground level) on all sides. [Also defined in FBC, B, Section 1612.2.]

**Design flood.** The flood associated with the greater of the following two areas: [Also defined in FBC, B, Section 1612.2.]

- (1) Area with a floodplain subject to a 1-percent or greater chance of flooding in any year; or
- (2) Area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

**Design flood elevation.** The elevation of the "design flood," including wave height, relative to the datum specified on the community's legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to 2 feet. [Also defined in FBC, B, Section 1612.2.]

**Development.** Any man-made change to improved or unimproved real estate, including but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities.

**Encroachment.** The placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

**Existing building and existing structure.** Any buildings and structures for which the "start of construction" commenced before December 26, 1980 [Also defined in FBC, B, Section 1612.2.]

**Existing manufactured home park or subdivision.** A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before **December 26, 1980.**

**Expansion to an existing manufactured home park or subdivision.** The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

**Federal Emergency Management Agency (FEMA).** The federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program.

**Flood or flooding.** A general and temporary condition of partial or complete inundation of normally dry land from: [Also defined in FBC, B, Section 1612.2.]

- (1) The overflow of inland or tidal waters.
- (2) The unusual and rapid accumulation or runoff of surface waters from any source.

**Flood damage-resistant materials.** Any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair. [Also defined in FBC, B, Section 1612.2.]

**Flood hazard area.** The greater of the following two areas: [Also defined in FBC, B, Section 1612.2.]

- (1) The area within a floodplain subject to a 1-percent or greater chance of flooding in any year.
- (2) The area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

**Flood Insurance Rate Map (FIRM).** The official map of the community on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the community. [Also defined in FBC, B, Section 1612.2.]

**Flood Insurance Study (FIS).** The official report provided by the Federal Emergency Management Agency that contains the Flood Insurance Rate Map, the Flood Boundary and Floodway Map (if applicable), the water surface elevations of the base flood, and supporting technical data. [Also defined in FBC, B, Section 1612.2.]

**Floodplain Administrator.** The office or position designated and charged with the administration and enforcement of this ordinance (may be referred to as the Floodplain Manager).

**Floodplain development permit or approval.** An official document or certificate issued by the community, or other evidence of approval or concurrence, which authorizes performance of specific development activities that are located in flood hazard areas and that are determined to be compliant with this ordinance.

**Floodway.** The channel of a river or other riverine watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot. [Also defined in FBC, B, Section 1612.2.]

**Floodway encroachment analysis.** An engineering analysis of the impact that a proposed encroachment into a floodway is expected to have on the floodway boundaries and base flood elevations; the evaluation shall be prepared by a qualified Florida licensed engineer using standard engineering methods and models.

**Florida Building Code.** The family of codes adopted by the Florida Building Commission, including: *Florida Building Code, Building; Florida Building Code, Residential; Florida Building Code, Existing Building; Florida Building Code, Mechanical; Florida Building Code, Plumbing; Florida Building Code, Fuel Gas.*

**Functionally dependent use.** A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities; the term does not include long-term storage or related manufacturing facilities.

**Highest adjacent grade.** The highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.

**Historic structure.** Any structure that is determined eligible for the exception to the flood hazard area requirements of the *Florida Building Code, Existing Building*, Chapter 11 Historic Buildings.

**Letter of Map Change (LOMC).** An official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:

Letter of Map Amendment (LOMA): An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

Letter of Map Revision (LOMR): A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

Letter of Map Revision Based on Fill (LOMR-F): A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.

Conditional Letter of Map Revision (CLOMR): A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by

FEMA to revise the effective FIRM.

**Light-duty truck.** As defined in 40 C.F.R. 86.082-2, any motor vehicle rated at 8,500 pounds Gross Vehicular Weight Rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less, which is:

- (1) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle, or
- (2) Designed primarily for transportation of persons and has a capacity of more than 12 persons; or
- (3) Available with special features enabling off-street or off-highway operation and use.

**Lowest floor.** The lowest floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood-resistant enclosure, other than a basement, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the non-elevation requirements of the *Florida Building Code* or ASCE 24. [Also defined in FBC, B, Section 1612.2.]

**Manufactured home.** A structure, transportable in one or more sections, which is eight (8) feet or more in width and greater than four hundred (400) square feet, and which is built on a permanent, integral chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle" or "park trailer." [Also defined in 15C-1.0101, F.A.C.]

**Manufactured home park or subdivision.** A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

**Market value.** The price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in this ordinance, the term refers to the market value of buildings and structures, excluding the land and other improvements on the parcel. Market value may be established by a qualified independent appraiser, Actual Cash Value (replacement cost depreciated for age and quality of construction), or tax assessment value adjusted to approximate market value by a factor provided by the Property Appraiser.

**New construction.** For the purposes of administration of this ordinance and the flood resistant construction requirements of the *Florida Building Code*, structures for which the "start of construction" commenced on or after **December 26, 1980** and includes any subsequent improvements to such structures.

**New manufactured home park or subdivision.** A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the

manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after December 26, 1980.

**Park trailer.** A transportable unit which has a body width not exceeding fourteen (14) feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances. [Defined in 320.01, F.S.]

**Recreational vehicle.** A vehicle, including a park trailer, which is: [See section 320.01, F.S.)

- (1) Built on a single chassis;
- (2) Four hundred (400) square feet or less when measured at the largest horizontal projection;
- (3) Designed to be self-propelled or permanently towable by a light-duty truck; and
- (4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

**Special flood hazard area.** An area in the floodplain subject to a 1 percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMS as Zone A, AO, A1-A30, AE, A99, AH, V1-V30, VE or V. [Also defined in FBC, B Section 1612.2.]

**Start of construction.** The date of issuance for new construction and substantial improvements to existing structures, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement is within 180 days of the date of the issuance. The actual start of construction means either the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns.

Permanent construction does not include land preparation (such as clearing, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main buildings. For a substantial improvement, the actual “start of construction” means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building. [Also defined in FBC, B Section 1612.2.]

**Substantial damage.** Damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed 50 percent of the market value of the building or structure before the damage occurred. [Also defined in FBC, B Section 1612.2.]

**Substantial improvement.** Any repair, reconstruction, rehabilitation, addition, or other improvement of a building or structure, the cost of which equals or exceeds 50 percent of the market value of the building or structure before the improvement or repair is started. If the structure has incurred "substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either: [Also defined in FBC, B, Section 1612.2.]

- (1) Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.
- (2) Any alteration of a historic structure provided the alteration will not preclude the structure's continued designation as a historic structure.

**Variance.** A grant of relief from the requirements of this ordinance, or the flood resistant construction requirements of the *Florida Building Code*, which permits construction in a manner that would not otherwise be permitted by this ordinance or the *Florida Building Code*.

**Watercourse.** A river, creek, stream, channel or other topographic feature in, on, through, or over which water flows at least periodically.

## **SECTION 21. FLOOD RESISTANT DEVELOPMENT**

### **a. BUILDINGS AND STRUCTURES**

**i. Design and construction of buildings, structures and facilities exempt from the *Florida Building Code*.** Pursuant to Section 15(c) of this ordinance, buildings, structures, and facilities that are exempt from the *Florida Building Code*, including substantial improvement or repair of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood resistant construction requirements of ASCE 24. Structures exempt from the *Florida Building Code* that are not walled and roofed buildings shall comply with the requirements of Section 21(g) of this ordinance.

### **b. SUBDIVISIONS**

**i. Minimum requirements.** All proposed new development shall be reviewed to determine that:

- A. Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
- B. All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and

C. Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

ii. **Subdivision plats.** Where any portion of proposed subdivisions including manufactured home parks and subdivisions, lies within a flood hazard area, the following shall be required:

A. Delineation of flood hazard areas, floodway boundaries and flood zones, and design flood elevations, as appropriate, shall be shown on preliminary plats;

B. Where the subdivision has more than 50 lots or is larger than 5 acres and base flood elevations are not included on the FIRM, the base flood elevations determined in accordance with Section 16(b)(i) of this ordinance; and

C. Compliance with the site improvement and utilities requirements of this ordinance.

c, **SITE IMPROVEMENTS, UTILITIES AND LIMITATIONS**

i. **Minimum requirements.** All proposed new development shall be reviewed to determine that:

A. Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;

B. All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and

C. Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

ii. **Sanitary sewage facilities.** All new and replacement sanitary sewage facilities, private sewage treatment plants (including all pumping stations and collector systems), and on-site waste disposal systems shall be designed in accordance with the standards for onsite sewage treatment and disposal systems in Chapter 64E-6, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the facilities and discharge from the facilities into flood waters, and impairment of the facilities and systems.

iii. **Water supply facilities.** All new and replacement water supply facilities shall be designed in accordance with the water well construction standards in Chapter 62-532.500, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration

of floodwaters into the systems.

**iv. Limitations on sites in regulatory floodways.** No development, including but not limited to site improvements, and land disturbing activity involving fill or regrading, shall be authorized in the regulatory floodway unless the floodway encroachment analysis required in Section 16(c)(i) of this ordinance demonstrates that the proposed development or land disturbing activity will not result in any increase in the base flood elevation.

**v. Limitations on placement of fill.** Subject to the limitations of this ordinance, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and protection against flood-related erosion and scour. In addition to these requirements, if intended to support buildings and structures (Zone A only), fill shall comply with the requirements of the *Florida Building Code*.

#### **d. MANUFACTURED HOMES**

**i. General.** All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to section 320.8249, F.S., and shall comply with the requirements of Chapter 15C-1, F.A.C. and the requirements of this ordinance.

**ii. Foundations.** All new manufactured homes and replacement manufactured homes installed in flood hazard areas shall be installed on permanent, reinforced foundations that are designed in accordance with the foundation requirements of the Florida Building Code Residential Section R322.2 and this ordinance.

**iii. Anchoring.** All new manufactured homes and replacement manufactured homes shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement. Methods of anchoring include, but are not limited to, use of over-the-top or frame ties to ground anchors. This anchoring requirement is in addition to applicable state and local anchoring requirements for wind resistance.

**iv. Elevation.** Manufactured homes that are placed, replaced, or substantially improved shall comply with Section 21(d)(iv)(A) or 21(d)(iv)(B) of this ordinance, as applicable.

**A. General elevation requirement.** Unless subject to the requirements of Section 21(d)(iv)(B) of this ordinance, all manufactured homes that are placed, replaced, or substantially improved on sites located: (a) outside of a manufactured home park or subdivision; (b) in a new manufactured home park or subdivision; (c) in an expansion to an existing manufactured home park or subdivision;

or (d) in an existing manufactured home park or subdivision upon which a manufactured home has incurred "substantial damage" as the result of a flood, shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the *Florida Building Code, Residential* Section R322.2 (Zone A).

**B. Elevation requirement for certain existing manufactured home parks and subdivisions.** Manufactured homes that are not subject to Section 21(d)(iv)(A) of this ordinance, including manufactured homes that are placed, replaced, or substantially improved on sites located in an existing manufactured home park or subdivision, unless on a site where substantial damage as result of flooding has occurred, shall be elevated such that either the:

I. Bottom of the frame of the manufactured home is at or above the elevation required in the Florida Building Code, Residential Section R322.2 (Zone A); or,

II. Bottom of the frame is supported by reinforced piers or other foundation elements of at least equivalent strength that are not less than 36 inches in height above grade.

**C. Enclosures.** Enclosed areas below elevated manufactured homes shall comply with the requirements of the *Florida Building Code, Residential* Section R322 for such enclosed areas..

**D. Utility equipment.** Utility equipment that serves manufactured homes, including electric, heating, ventilation, plumbing, and air conditioning equipment and other service facilities, shall comply with the requirements of the *Florida Building Code, Residential* Section R322.

**e. RECREATIONAL VEHICLES AND PARK TRAILERS**

**i. Temporary placement.** Recreational vehicles and park trailers placed temporarily in flood hazard areas shall:

A. Be on the site for fewer than 180 consecutive days; or

B. Be fully licensed and ready for highway use, which means the recreational vehicle or park model is on wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanent attachments such as additions, rooms, stairs, decks and porches.

**ii. Permanent placement.** Recreational vehicles and park trailers that do not meet the limitations in Section 21(e)(i) of this ordinance for temporary placement shall meet the requirements of Section 21(d) of this ordinance for manufactured homes.

**f. TANKS**

i. **Underground tanks.** Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty.

ii. **Above-ground tanks, not elevated.** Above-ground tanks that do not meet the elevation requirements of Section 21(f)(iii) of this ordinance shall be permitted in flood hazard areas, provided the tanks are anchored or otherwise designed and constructed to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty and the effects of flood-borne debris.

iii. **Above-ground tanks, elevated.** Above-ground tanks in flood hazard areas shall be attached to and elevated to or above the design flood elevation on a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area.

iv. **Tank inlets and vents.** Tank inlets, fill openings, outlets and vents shall be:

A. At or above the design flood elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and

B. Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

**g. OTHER DEVELOPMENT**

i. **General requirements for other development.** All development, including man-made changes to improved or unimproved real estate for which specific provisions are not specified in this ordinance or the *Florida Building Code*, shall:

A. Be located and constructed to minimize flood damage;

B. Meet the limitations of Section 21(c)(iv) of this ordinance if located in a regulated floodway;

C. Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood;

D. Be constructed of flood damage-resistant materials; and

E. Have mechanical, plumbing, and electrical systems above the design flood elevation, except that minimum electric service required to address life safety and electric code requirements is permitted below the design flood

elevation provided it conforms to the provisions of the electrical part of building code for wet locations.

ii. **Fences in regulated floodways.** Fences in regulated floodways that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of Section (21)(c)(iv) of this ordinance.

iii. **Retaining walls, sidewalks and driveways in regulated floodways.** Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of Section (21)(c)(iv) of this ordinance.

iv. **Roads and watercourse crossings in regulated floodways.** Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated floodways shall meet the limitations of Section 21(c)(iv) of this ordinance. Alteration of a watercourse that is part of a road or watercourse crossing shall meet the requirements of Section 16(c)(iii) of this ordinance.

**SECTION 22.** The Wildwood Code of Ordinances, Chapter 7, Article I, Section 7-2 is amended by the following administrative amendments to the Florida Building Code Building.

107.6.1 Building permits issued on the basis of an affidavit. Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Sections 59 and 60), the authority granted to the Building Official to issue permits, to rely on inspections, and to accept plans and construction documents on the basis of affidavits and plans submitted pursuant to Section 105.14 and Section 107.6, shall not extend to the flood load and flood resistance construction requirements of the Florida Building Code.

#### 117 VARIANCES IN FLOOD HAZARD AREAS

117.1 Flood hazard areas. Pursuant to section 553.73(5), F.S., the variance procedures adopted in the local floodplain management ordinance shall apply to requests submitted to the Building Official for variances to the provisions of Section 1612.4 of the Florida Building Code, Building or, as applicable, the provisions of R322 of the Florida Building Code, Residential. This section shall not apply to Section 3109 of the Florida Building Code, Building.

#### **SECTION 23. FISCAL IMPACT STATEMENT.**

In terms of design, plan application review, construction and inspection of buildings and

structures, the cost impact as an overall average is negligible in regard to the local technical amendments because all development has been subject to the requirements of the local floodplain management ordinance adopted for participation in the National Flood Insurance Program. In terms of lower potential for flood damage, there will be continued savings and benefits to consumers.

#### **SECTION 24. APPLICABILITY.**

For the purposes of jurisdictional applicability, this ordinance shall apply in the City of Wildwood. This ordinance shall apply to all applications for development, including building permit applications and subdivision proposals, submitted on or after **September 27, 2013**.

#### **SECTION 25. REPEALER.**

Any and all ordinances and regulations in conflict herewith are hereby repealed to the extent of any conflict.

#### **SECTION 26. INCLUSION INTO THE CODE OF ORDINANCES.**

It is the intent of the City Commission that the provisions of this ordinance shall become and be made a part of the City of Wildwood's Code of Ordinances.

#### **SECTION 27. SEVERABILITY.**

If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part so declared.

#### **SECTION 28. EFFECTIVE DATE.**

This Ordinance shall take effect immediately upon its final adoption by the City Commission.

**PASSED AND ORDAINED** this \_\_\_\_ day of \_\_\_\_\_, 2013, by the City Commission of the City of Wildwood, Florida.

SEAL

CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA

ATTEST: \_\_\_\_\_  
Joseph Jacobs, City Clerk

\_\_\_\_\_  
Ed Wolf, Mayor

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Ashley Hunt, City Attorney

## CITY COMMISSION OF THE CITY OF WILDWOOD

### EXECUTIVE SUMMARY

**SUBJECT:** Amsdell Storage Ventures XV, LLC, Comp. Plan Amendment, CP 1308-01

Approval of Ordinance O2013-41.

**REQUESTED ACTION:**

<input type="checkbox"/> Work Session (Report Only)	<b>DATE OF MEETING:</b>	<u>9/10/13 First Reading</u>
<input checked="" type="checkbox"/> Regular Meeting	<input type="checkbox"/> Special Meeting	<u>9/24/13 Adoption</u>

<b>CONTRACT:</b>	<input checked="" type="checkbox"/> N/A	Vendor/Entity:	_____
	Effective Date: _____	Termination Date:	_____
	Managing Division / Dept: _____		_____

**BUDGET IMPACT:** \_\_\_\_\_

<input type="checkbox"/> Annual	<b>FUNDING SOURCE:</b>	_____
<input type="checkbox"/> Capital	<b>EXPENDITURE ACCOUNT:</b>	_____
<input checked="" type="checkbox"/> N/A		

**HISTORY/FACTS/ISSUES:**

The applicant, Richard Beavers for Amsdell Storage Ventures, LLC, seeks approval for a Small Scale Future Land Use Map Amendment to the adopted Comprehensive Plan. On September 3, 2013 the case was heard before the Planning and Zoning Board/Special Magistrate acting as the Local Planning Agency in which the Special Magistrate recommended approval of Ordinance O2013-41. **Staff also recommends approval of Ordinance 02013-41 (attached).**

The 4.75 +/- acre subject parcel is intended to be utilized for a self-storage facility. The amendment reassigns the property from Sumter County "Commercial" to City "Commercial" and is consistent with the Joint Planning Area Future Land Use Map. Subject to approval of this small-scale land use change approval, the applicant has submitted a rezoning application for consideration.

Staff believes a Future Land Use Map designation of "Commercial" is appropriate based on the intended use of the property and should be approved for the following reasons:

- Justification of the proposed amendment has been adequately presented;
- The proposed amendment is consistent with the goals, objectives, and policies of the comprehensive plan;
- The subject amendment does not meet the criteria of urban sprawl or exemplify an energy inefficient land use pattern;
- The proposed amendment will not have an adverse effect on environmentally sensitive systems;
- The proposed amendment will not adversely affect transportation, potable water, sewer, schools, or other public facilities without providing remedies to correct the system or facility.

The attached maps illustrate the subject parcel's relation to the surrounding area as well as the existing and proposed Future Land Use Map designations within the vicinity.

A handwritten signature in black ink that reads "Melanie D. Peavy". The signature is written in a cursive, flowing style.

Melanie D. Peavy  
Development Services Director

---

**City of Wildwood, Florida**  
**Planning & Zoning Board/Special Magistrate**  
**as Local Planning Agency**

The case below was heard on Tuesday, September 3<sup>rd</sup>, 2013 by the Special Magistrate. The applicant seeks a small scale comprehensive plan amendment from County "Commercial" to City "Commercial" on 4.75 +/- acres. The site is generally located to the southeast of the intersection of C-466 and C-106. The Engineer of Record is Charles C. Hiott with B.E.S.and H. Inc., of Tavares, Florida.

**Case:** CP 1308-01

**Parcel:** D17=062

**Owner:** Amsdell Storage Ventures XV, LLC

**Applicant:** Richard Beavers for Amsdell Storage Ventures XV, LLC

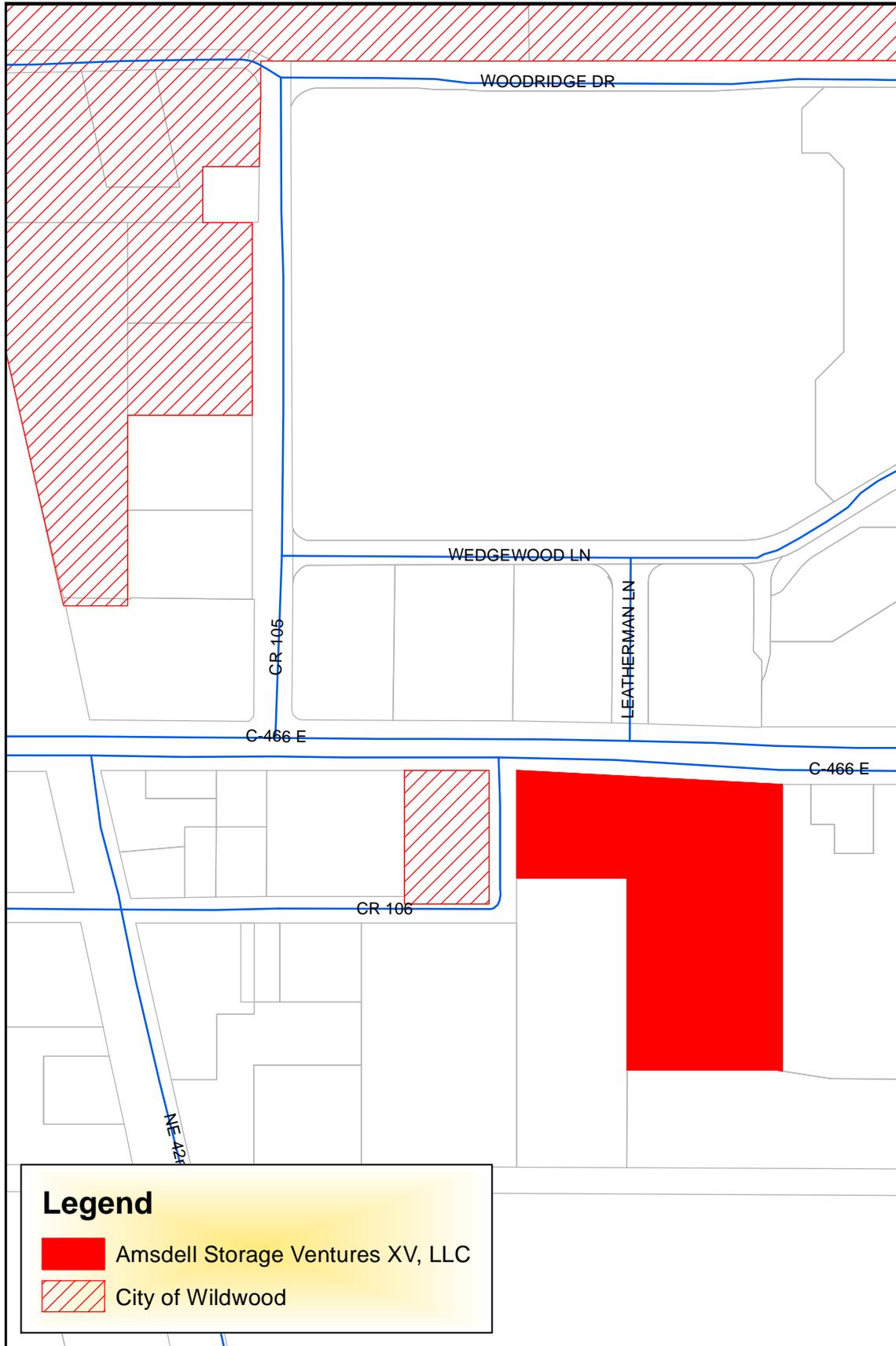
Under subsection 1.7(C) of the Land Development Regulations (LDRs), the Planning and Zoning Board/Special Magistrate as Local Planning Agency has a duty to make a recommendation to the City Commission on all proposed comprehensive plan amendments in accordance with the procedure outlined in subsection 1.14 (B)(2) and the criteria for the approval of comprehensive plan amendments as defined in subsection 1.7(D) of the LDRs.

Based upon the testimony and information presented, the Special Magistrate recommends approval of the small scale land use map amendment and favorable recommendation of Ordinance O2013-41 to the City Commission.

Dated: \_\_\_\_\_

/Proposed/

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



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**Legend**

-  Amsdell Storage Ventures XV, LLC
-  City of Wildwood



City of Wildwood  
 100 North Main Street  
 Wildwood, FL 34485  
 Phone: (352) 330-1330  
 www.wildwood-fl.gov



Feet  
 0 180 360

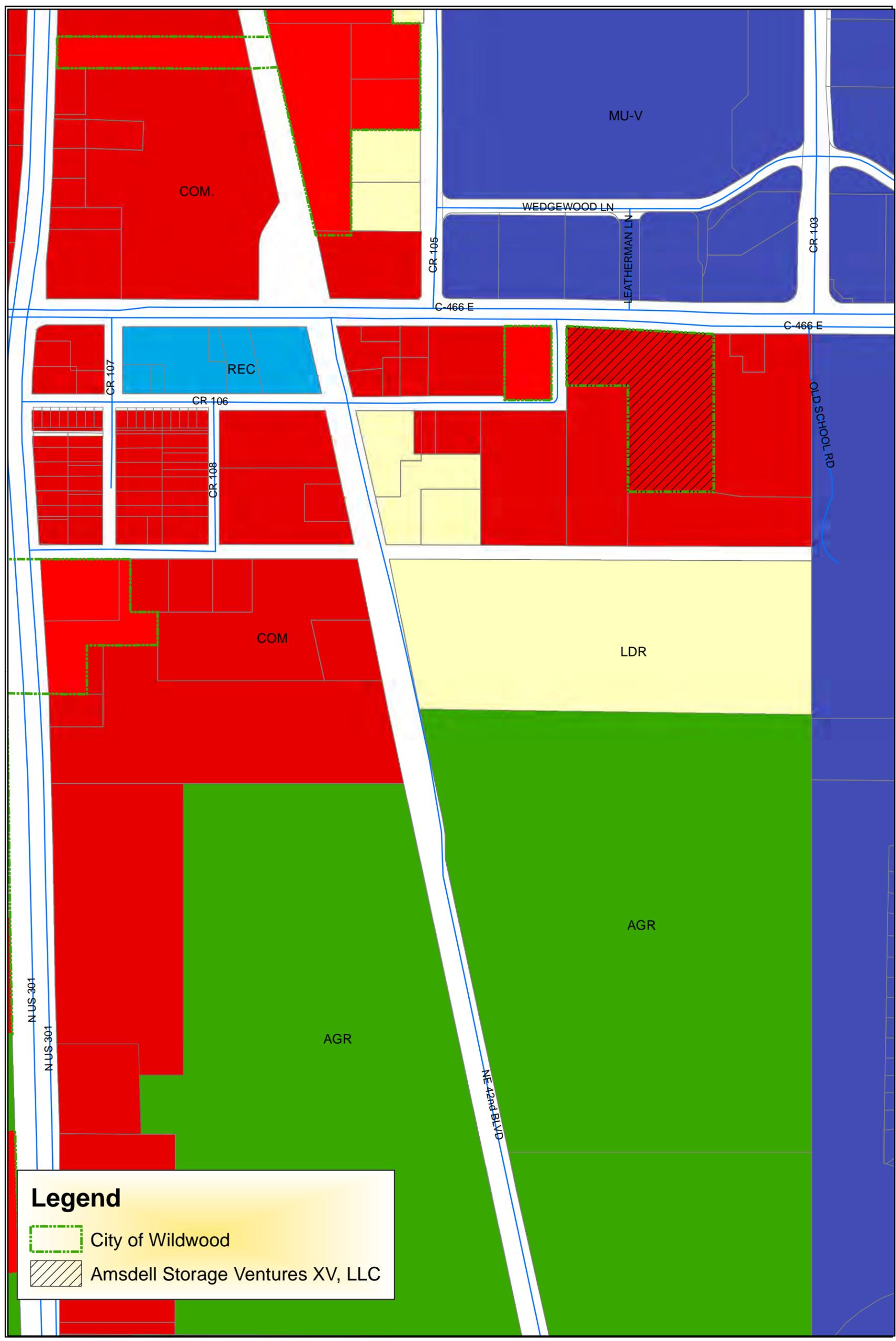


**AMSDELL STORAGE VENTURES XV, LLC**

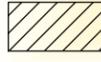
**WILDWOOD, FLORIDA**

August 2013

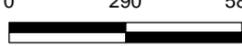
LOCATION MAP



**Legend**

-  City of Wildwood
-  Amsdell Storage Ventures XV, LLC

I:\Terr\GIS\Maps\Existing & Proposed FLU\Existing FLU - Amsdell Storage Ventures XV, LLC.mxd - 8/28/2013 2:50:57 PM - toneal

	City of Wildwood 100 North Main Street Wildwood, FL 34485 Phone: (352) 330-1330 www.wildwood-fl.gov	 Feet 0      290      580 	<b>AMSDELL STORAGE VENTURES XV, LLC</b>	
	<b>WILDWOOD, FLORIDA</b>		AUGUST 2013	EXISTING FUTURE LAND USE



**ORDINANCE NO. O2013-41**

AN ORDINANCE OF THE CITY OF WILDWOOD FLORIDA;  
PROPOSING A SMALL SCALE LAND USE AMENDMENT  
TO THE ADOPTED LOCAL COMPREHENSIVE PLAN AND  
FUTURE LAND USE MAP IN ACCORDANCE WITH THE  
COMMUNITY PLANNING ACT OF 2011, AS AMENDED;  
PROVIDING FOR CODIFICATION; PROVIDING FOR  
CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE

**WHEREAS**, the City of Wildwood, Florida, is proposing to amend the local Comprehensive Plan and Future Land Use Map of said City, to include a land use amendment described as follows, to-wit:

**Parcel # D17=062**  
**Amsdell Storage Ventures XV, LLC**  
**4.7 +/- Acres**

**LEGAL DESCRIPTION:**

THE EAST 274.80 FEET OF BLOCKS "E" AND "F", AND BLOCKS "H" AND "I", IN THE TOWN OF OXFORD AND THAT PART OF MAIN STREET LYING BETWEEN THE ABOVE DESCRIBED BLOCKS, ALL IN THE TOWN OF OXFORD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGES 32 AND 33, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

LESS:

THE NORTH 25.00 FEET THEREOF FOR COUNTY ROAD 466.

ALSO LESS: (SOUTHWESTERLY ADJOINER)

COMMENCE AT THE NORTHWEST CORNER OF THE EAST 274.80 FEET OF BLOCK "E", RUN S00°00'20"W, 230.00 FEET TO THE POINT OF BEGINNING; THENCE RUN S89°44'09"E, 210.00 FEET, THENCE S00°00'20"W, 557.60 FEET, THENCE N89°44'09"W, 210.00 FEET, THENCE N00°00'20"E, 557.60 FEET TO THE POINT OF BEGINNING.

ALSO LESS: (SOUTHERLY ADJOINER)

THAT PORTION THEREOF LYING WITHIN THE FOLLOWING DESCRIBED TRACT:

BEGIN AT THE SOUTHEAST CORNER OF SAID BLOCK "I"; THENCE N89°23'30"W, ALONG THE SOUTH LINE OF BLOCKS "I" AND "F", 640.00 FEET TO THE EAST LINE OF THE WEST 210.00 FEET OF THE EAST 274.80 FEET OF SAID BLOCK "F"; THENCE DEPARTING SAID SOUTH LINE OF BLOCK "F", N00°24'09"E, 180.00 FEET; THENCE S89°23'30"E, 291.77 FEET; THENCE S81°07'56"E, 104.41 FEET; THENCE S89°23'30"E, 244.96 FEET TO THE EAST LINE OF BLOCK "I"; THENCE S00°24'09"W, 165.00 FEET TO THE POINT OF THE BEGINNING.

ALSO LESS:

THAT PORTION OF BLOCKS "E" AND "H" IN THE TOWN OF OXFORD ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGES 32 AND 33, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, LYING SOUTH OF THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 466, SAID SOUTH RIGHT OF WAY LINE BEING 25.00 FEET SOUTH OF AND PARALLEL WITH THE CENTERLINE OF COUNTY ROAD 466, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT OF INTERSECTION WITH THE EAST LINE OF THE NW ¼ OF SECTION 17, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA AND THE CENTERLINE OF COUNTY ROAD 466; THENCE S00°24'09"W, 25.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 466; THENCE N89°23'30"W ALONG SAID SOUTH RIGHT OF WAY LINE, 348.23 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N89°23'30"W, 351.16 FEET; THENCE S01°54'45"W, 10.73 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE SOUTHERLY, AND HAVING A RADIUS OF 8,950.00 FEET, AND A CHORD BEARING AND DISTANCE OF S87°16'43"E, 141.11 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°54'12", AN ARC DISTANCE OF 141.12 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 9,050.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°20'00", AN ARC DISTANCE 210.58 FEET; THENCE N00°24'09"E, 22.91 FEET TO THE POINT OF BEGINNING.

ALSO LESS (EASTERLY ADJOINER)

THE EAST 348.23 FEET OF BLOCKS "H" AND "I", IN THE TOWN OF OXFORD AND THE EAST 348.23 FEET OF THAT PART OF MAIN STREET LYING BETWEEN THE ABOVE DESCRIBED BLOCKS, ALL IN THE TOWN OF OXFORD ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGES 32 AND 33, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

LESS:  
THE NORTH 25.00 FEET THEREOF FOR COUNTY ROAD 466.

ALSO LESS:  
ANY PORTION THEREOF LYING WITHIN THE FOLLOWING DESCRIBED TRACT:

BEGIN AT THE SOUTHEAST CORNER OF SAID BLOCK "I"; THENCE N89°23'30"W, ALONG THE SOUTH LINE OF BLOCKS "I" AND "F", 640.00 FEET TO THE EAST LINE OF THE WEST 210.00 FEET OF THE EAST 274.80 FEET OF SAID BLOCK "F"; THENCE DEPARTING SAID SOUTH LINE OF BLOCK "F", N00°24'09"E, 180.00 FEET; THENCE S89°23'30"E, 291.77 FEET; THENCE S81°07'56"E, 104.41 FEET; THENCE S89°23'30"E, 244.96 FEET TO THE EAST LINE OF BLOCK "I"; THENCE S00°24'09"W, 165.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 207,007 SQUARE FEET OR 4.752 ACRES MORE OR LESS.

This property is to be reclassified from County comprehensive plan category "Commercial" to City comprehensive plan category "Commercial."

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

**SECTION 1.** The proposed amendment has been found to be consistent with the Joint Planning Area Future Land Use Map between the City and Sumter County.

**SECTION 2.** The adopted local Comprehensive Plan and Future Land Use Map for the City of Wildwood, Florida, are hereby amended to include the above-referenced property and proposed land use amendment as indicated above. The amendment to the Future Land Use Map of the local comprehensive plan is attached hereto as "Exhibit A" and incorporated herein by reference.

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

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

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

**DONE AND ORDAINED** this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by the City Commission of the City of Wildwood, Florida.

CITY  
S E A L

CITY COMMISSION  
OF WILDWOOD, FLORIDA

\_\_\_\_\_  
Ed Wolf, Mayor

ATTEST: \_\_\_\_\_  
Joseph Jacobs, City Clerk

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Approved as to form:

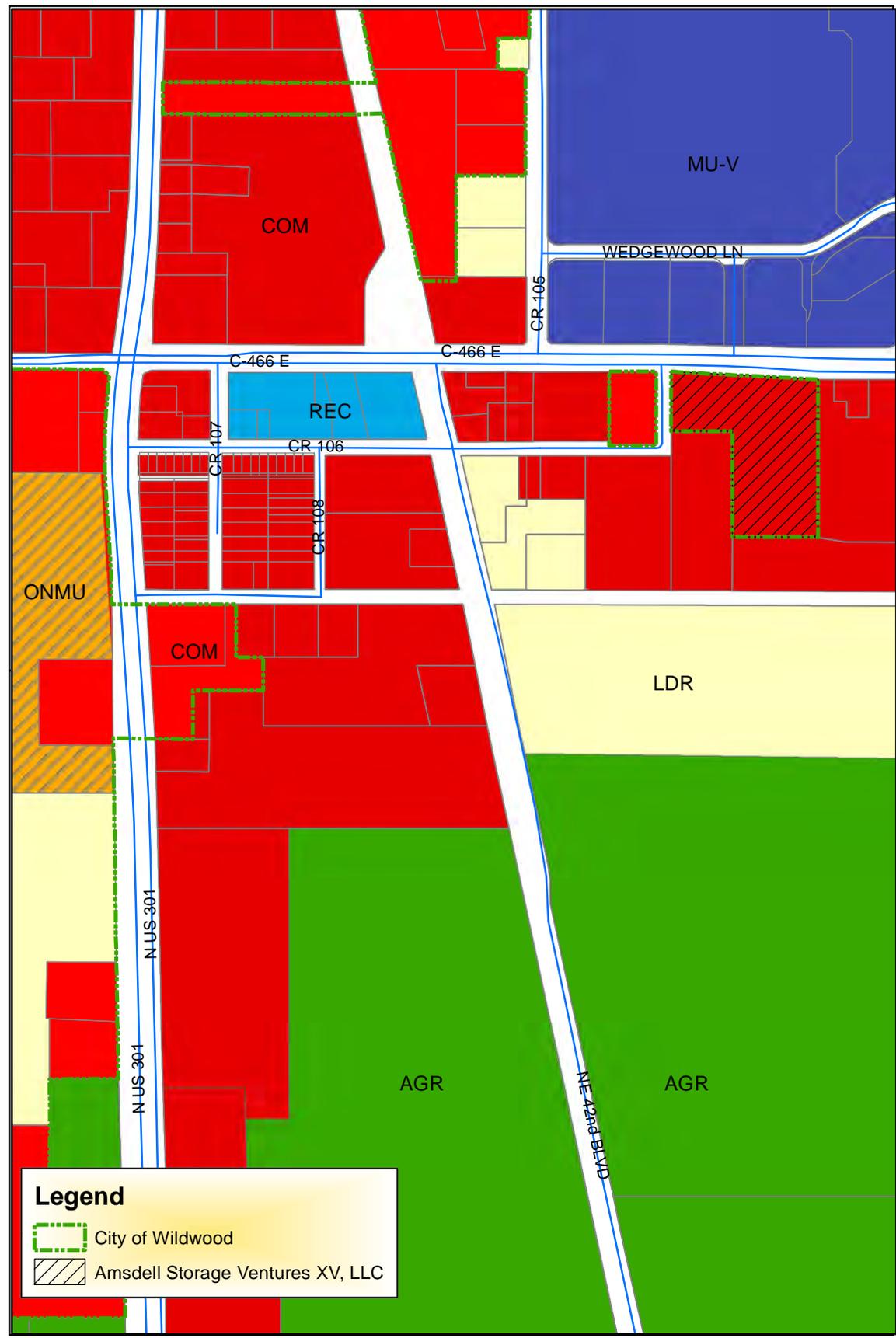
\_\_\_\_\_  
Ashley Hunt, City Attorney

**Ordinance O2013-41**

**“Exhibit A”**

**Amsdell Storage Ventures XV, LLC**

**Future Land Use Map Designation**



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**Legend**

-  City of Wildwood
-  Amsdell Storage Ventures XV, LLC



City of Wildwood  
 100 North Main Street  
 Wildwood, FL 34485  
 Phone: (352) 330-1330  
 www.wildwood-fl.gov



0 Feet 290 580

**AMSDELL STORAGE VENTURES XV, LLC**

**WILDWOOD, FLORIDA**

AUGUST 2013

PROPOSED FUTURE LAND USE

**CITY COMMISSION OF THE CITY OF WILDWOOD**

**EXECUTIVE SUMMARY**

**SUBJECT:** Amsdell Storage Ventures XV, LLC Rezoning – RZ 1308-01

**REQUESTED ACTION:** Approval of Ordinance O2013-42.

<input type="checkbox"/> Work Session (Report Only)	<b>DATE OF MEETING:</b> <u>9/10/13 First Reading</u>
<input checked="" type="checkbox"/> Regular Meeting	<u>9/24/13 Adoption</u>
	<input type="checkbox"/> Special Meeting

<b>CONTRACT:</b> <input checked="" type="checkbox"/> N/A	Vendor/Entity: _____
Effective Date: _____	Termination Date: _____
Managing Division / Dept: _____	_____

**BUDGET IMPACT:** \_\_\_\_\_

<input type="checkbox"/> Annual	<b>FUNDING SOURCE:</b> _____
<input type="checkbox"/> Capital	<b>EXPENDITURE ACCOUNT:</b> _____
<input checked="" type="checkbox"/> N/A	

**HISTORY/FACTS/ISSUES:**

The applicant, Richard Beavers for Amsdell Storage Ventures XV, LLC, seeks approval from the City Commission for a rezoning from Sumter County "CL: Light Commercial" to City of Wildwood "C-3: General Commercial – Highway."

The 4.75 +/- acre subject property is located to the southeast of the intersection of C-466 and C-106. The property is subject to a concurrent Small Scale Comprehensive Plan amendment to change the future land use to City "Commercial". The requested zoning of "C-3: General Commercial – Highway" would bring the property into compliance with the proposed Future Land Use Map designation.

**Staff recommends approval of Ordinance O2013-42 subject to approval of Ordinance O2013-41, which establishes a future land use appropriate to the proposed zoning.**

Case RZ 1308-01 was considered by the Planning & Zoning Board/Special Magistrate on Tuesday, September 3<sup>rd</sup>, 2013. The Planning & Zoning Board/Special Magistrate gave a favorable recommendation of the rezoning to the City Commission pending the approval of the annexation.



Melanie D. Peavy  
Development Services Director

**City of Wildwood**  
**Planning & Zoning Board/Special Magistrate**

The case below was heard on Tuesday, September 3<sup>rd</sup>, 2013 by the Special Magistrate. The applicant seeks approval and favorable recommendation from the City of Wildwood Planning and Zoning Board/Special Magistrate for a Zoning Map Amendment from Sumter County "CL: Light Commercial" to City "C-3: General Commercial – Highway" for parcel D17=062 on 4.75 +/- acres. The site is generally located to the southeast of the intersection of C-466 and C-106. The Engineer of Record is Charles C. Hiott with B.E.S. and H., Inc. of Tavares, Florida.

**Case:** RZ 1308-01

**Parcel:** D17=062

**Owner:** Amsdell Storage Ventures XV, LLC

**Applicant:** Richard Beavers for Amsdell Storage Ventures XV, LLC

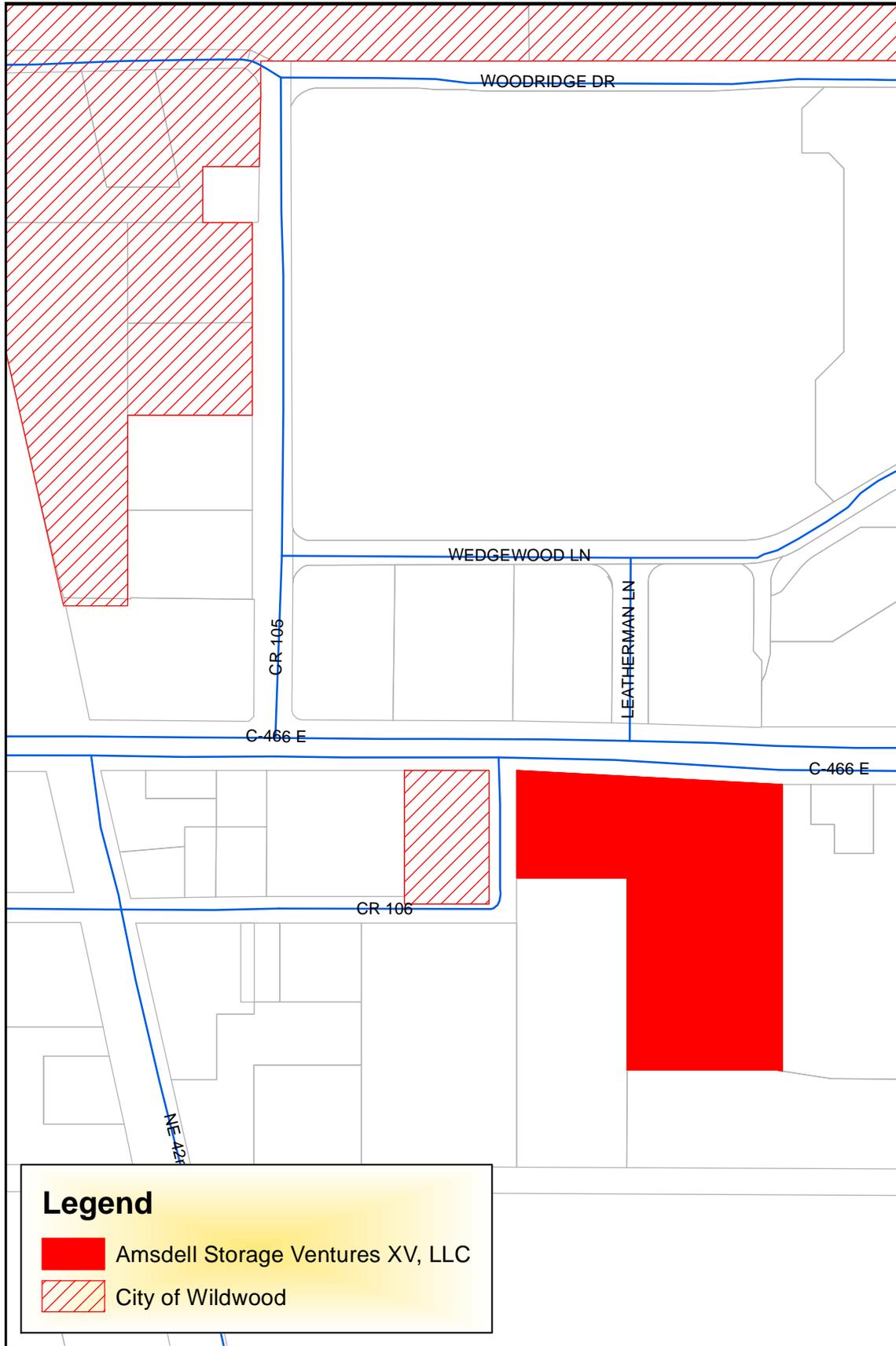
Under subsections 1.7(B)(2) and 3.3(B)(3) of the Land Development Regulations (LDRs), the Planning and Zoning Board/Special Magistrate has a duty to make a recommendation to the City Commission on all proposed zoning amendments in accordance with the procedure outlined in subsection 1.14 (B)(3) and the criteria for the approval of zoning amendments as defined in subsection 3.3(B)(4) of the LDRs.

Based upon the testimony and information presented, the Special Magistrate recommends approval of the Zoning Map Amendment and favorable recommendation of Ordinance O2013-42 to the City Commission.

Dated: \_\_\_\_\_

/Proposed/  
\_\_\_\_\_

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



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**Legend**

-  Amsdell Storage Ventures XV, LLC
-  City of Wildwood



City of Wildwood  
100 North Main Street  
Wildwood, FL 34485  
Phone: (352) 330-1330  
www.wildwood-fl.gov



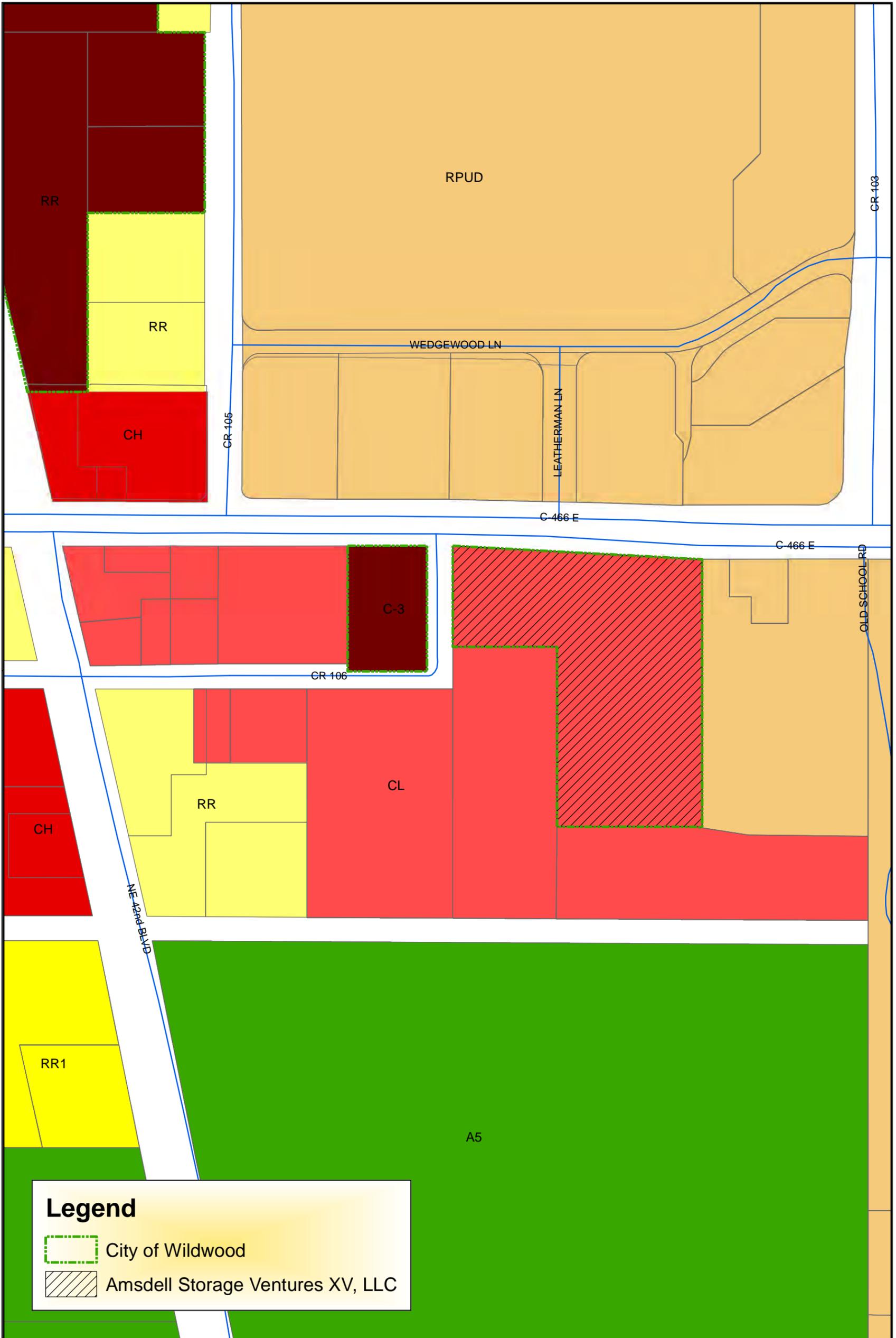
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**AMSDELL STORAGE VENTURES XV, LLC**

**WILDWOOD, FLORIDA**

August 2013

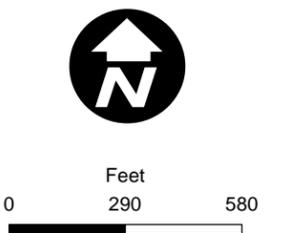
LOCATION MAP



I:\Terr\GIS\Maps\Existing & Proposed Zoning\Existing Zoning - Amsdell Storage Ventures XV, LLC.mxd - 8/28/2013 2:45:43 PM - toneal



City of Wildwood  
100 North Main Street  
Wildwood, FL 34485  
Phone: (352) 330-1330  
www.wildwood-fl.gov



**AMSDELL STORAGE VENTURES XV, LLC**

**WILDWOOD, FLORIDA**

**AUGUST 2013**      **EXISTING ZONING**

**ORDINANCE NO. O2013-42**

AN ORDINANCE OF THE CITY OF WILDWOOD FLORIDA;  
PROPOSING A ZONING MAP AMENDMENT TO THE  
OFFICIAL ZONING MAP IN ACCORDANCE WITH  
SECTIONS 3.2 AND 3.3 OF THE LAND DEVELOPMENT  
REGULATIONS; PROVIDING FOR CODIFICATION;  
PROVIDING FOR CONFLICT; AND PROVIDING FOR AN  
EFFECTIVE DATE

**WHEREAS**, the City of Wildwood, Florida, is proposing to amend the Official Zoning Map of said City, to include a rezoning of real property described as follows, to-wit:

**Parcel # D17=062**  
**Amsdell Storage Ventures XV, LLC**  
**4.7 +/- Acres**

**LEGAL DESCRIPTION**

THE EAST 274.80 FEET OF BLOCKS "E" AND "F", AND BLOCKS "H" AND "I", IN THE TOWN OF OXFORD AND THAT PART OF MAIN STREET LYING BETWEEN THE ABOVE DESCRIBED BLOCKS, ALL IN THE TOWN OF OXFORD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGES 32 AND 33, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

LESS:

THE NORTH 25.00 FEET THEREOF FOR COUNTY ROAD 466.

ALSO LESS: (SOUTHWESTERLY ADJOINER)

COMMENCE AT THE NORTHWEST CORNER OF THE EAST 274.80 FEET OF BLOCK "E", RUN S00°00'20"W, 230.00 FEET TO THE POINT OF BEGINNING; THENCE RUN S89°44'09"E, 210.00 FEET, THENCE S00°00'20"W, 557.60 FEET, THENCE N89°44'09"W, 210.00 FEET, THENCE N00°00'20"E, 557.60 FEET TO THE POINT OF BEGINNING.

ALSO LESS: (SOUTHERLY ADJOINER)

THAT PORTION THEREOF LYING WITHIN THE FOLLOWING DESCRIBED TRACT:

BEGIN AT THE SOUTHEAST CORNER OF SAID BLOCK "I"; THENCE N89°23'30"W, ALONG THE SOUTH LINE OF BLOCKS "I" AND "F", 640.00 FEET TO THE EAST LINE OF THE WEST 210.00 FEET OF THE EAST 274.80 FEET OF SAID BLOCK "F"; THENCE DEPARTING SAID SOUTH LINE OF BLOCK "F", N00°24'09"E, 180.00 FEET;

THENCE S89°23'30"E, 291.77 FEET; THENCE S81°07'56"E, 104.41 FEET; THENCE S89°23'30"E, 244.96 FEET TO THE EAST LINE OF BLOCK "I"; THENCE S00°24'09"W, 165.00 FEET TO THE POINT OF THE BEGINNING.

ALSO LESS:

THAT PORTION OF BLOCKS "E" AND "H" IN THE TOWN OF OXFORD ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGES 32 AND 33, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, LYING SOUTH OF THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 466, SAID SOUTH RIGHT OF WAY LINE BEING 25.00 FEET SOUTH OF AND PARALLEL WITH THE CENTERLINE OF COUNTY ROAD 466, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT OF INTERSECTION WITH THE EAST LINE OF THE NW ¼ OF SECTION 17, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA AND THE CENTERLINE OF COUNTY ROAD 466; THENCE S00°24'09"W, 25.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 466; THENCE N89°23'30"W ALONG SAID SOUTH RIGHT OF WAY LINE, 348.23 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N89°23'30"W, 351.16 FEET; THENCE S01°54'45"W, 10.73 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE SOUTHERLY, AND HAVING A RADIUS OF 8,950.00 FEET, AND A CHORD BEARING AND DISTANCE OF S 87°16'43"E, 141.11 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°54'12", AN ARC DISTANCE OF 141.12 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 9,050.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°20'00", AN ARC DISTANCE 210.58 FEET; THENCE N00°24'09"E, 22.91 FEET TO THE POINT OF BEGINNING.

ALSO LESS (EASTERLY ADJOINER)

THE EAST 348.23 FEET OF BLOCKS "H" AND "I, IN THE TOWN OF OXFORD AND THE EAST 348.23 FEET OF THAT PART OF MAIN STREET LYING BETWEEN THE ABOVE DESCRIBED BLOCKS, ALL IN THE TOWN OF OXFORD ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGES 32 AND 33, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

LESS:

THE NORTH 25.00 FEET THEREOF FOR COUNTY ROAD 466.

ALSO LESS:

ANY PORTION THEREOF LYING WITHIN THE FOLLOWING DESCRIBED TRACT:

BEGIN AT THE SOUTHEAST CORNER OF SAID BLOCK "I"; THENCE N89°23'30"W, ALONG THE SOUTH LINE OF BLOCKS "I" AND "F", 640.00 FEET TO THE EAST LINE OF THE WEST 210.00 FEET OF THE EAST 274.80 FEET OF SAID BLOCK "F"; THENCE DEPARTING SAID SOUTH LINE OF BLOCK "F", N00°24'09"E, 180.00 FEET; THENCE S89°23'30"E, 291.77 FEET; THENCE S81°07'56"E, 104.41 FEET; THENCE S89°23'30"E, 244.96 FEET TO THE EAST LINE OF BLOCK "I"; THENCE S00°24'09"W, 165.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 207,007 SQUARE FEET OR 4.752 ACRES MORE OR LESS.

This property is to be reclassified from County "CL" to City "C-3: General Commercial-Highway."

**AND WHEREAS**, the rezoning is consistent with the City's Comprehensive Plan and Land Development Regulations.

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

**SECTION 1.** The Official Zoning Map of the City of Wildwood, Florida is hereby amended to include the above-referenced property as indicated above. The amendment to the Official Zoning Map is attached hereto as "Exhibit A" and incorporated herein by reference.

**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 of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of said Ordinance.

**SECTION 4.** This Ordinance shall take effect upon its final reading by the City Commission of the City of Wildwood.

**DONE AND ORDAINED** this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by  
the City Commission of the City of Wildwood, Florida.

CITY  
S E A L

CITY COMMISSION  
OF WILDWOOD, FLORIDA

\_\_\_\_\_  
Ed Wolf, Mayor

ATTEST:

\_\_\_\_\_  
Joseph Jacobs, City Clerk

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Approved as to form:

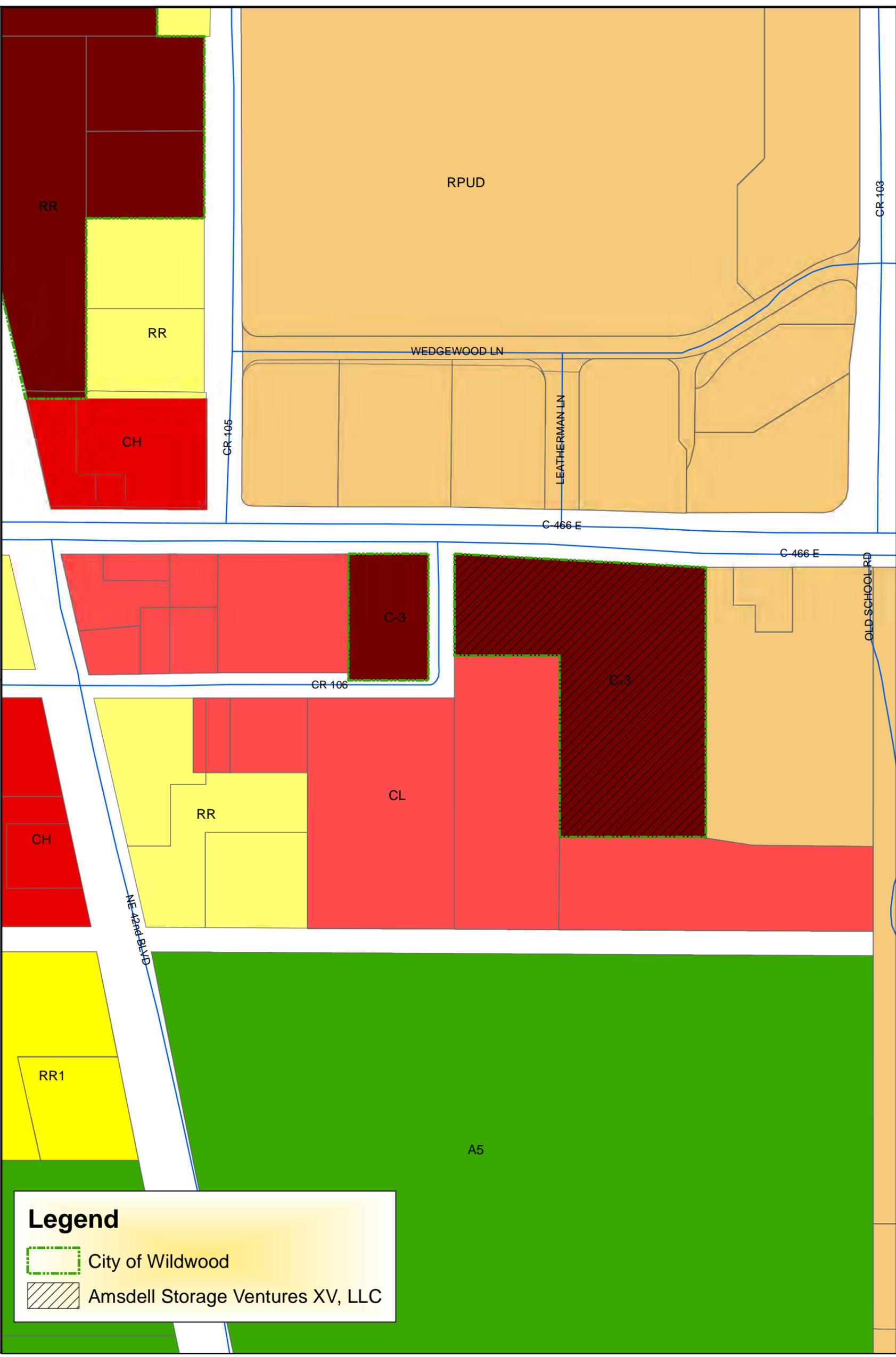
\_\_\_\_\_  
Ashley Hunt, City Attorney

**Ordinance O2013-42**

**“Exhibit A”**

**Amsdell Storage Ventures XV, LLC**

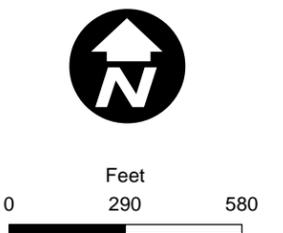
**Zoning Map Designation**



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City of Wildwood  
100 North Main Street  
Wildwood, FL 34485  
Phone: (352) 330-1330  
www.wildwood-fl.gov



**AMSDELL STORAGE VENTURES XV, LLC**

**WILDWOOD, FLORIDA**

**AUGUST 2013**      **PROPOSED ZONING**

## CITY COMMISSION OF THE CITY OF WILDWOOD

### EXECUTIVE SUMMARY

**SUBJECT:** Hooper Comp. Plan Amendment, CP 1308-02

**REQUESTED ACTION:** Approval of Ordinance O2013-43.

Work Session (Report Only)      **DATE OF MEETING:** 9/10/13 First Reading  
9/24/13 Adoption

Regular Meeting       Special Meeting

**CONTRACT:**  N/A      Vendor/Entity: \_\_\_\_\_  
Effective Date: \_\_\_\_\_      Termination Date: \_\_\_\_\_  
Managing Division / Dept: \_\_\_\_\_

**BUDGET IMPACT:** \_\_\_\_\_

Annual      **FUNDING SOURCE:** \_\_\_\_\_  
 Capital      **EXPENDITURE ACCOUNT:** \_\_\_\_\_  
 N/A

### HISTORY/FACTS/ISSUES:

The applicant, Susan Lee Hooper (Trustee), seeks approval for a Small Scale Future Land Use Map Amendment to the adopted Comprehensive Plan. On September 3<sup>rd</sup>, 2013 the case was heard before the Planning and Zoning Board/Special Magistrate acting as the Local Planning Agency in which the Special Magistrate recommended approval of Ordinance O2013-43. **Staff also recommends approval of Ordinance 02013-43 (attached).**

The 1.88 +/- acre subject parcel is intended to be used as a commercial office in the future. The amendment reassigns the property from "Low Density Residential" to "Commercial." Subject to approval of this small-scale land use change approval, the applicant has submitted a rezoning application for consideration.

Staff believes a Future Land Use Map designation of "Commercial" is appropriate based on the intended use of the property and should be approved for the following reasons:

- Justification of the proposed amendment has been adequately presented;
- The proposed amendment is consistent with the goals, objectives, and policies of the comprehensive plan;
- The subject amendment does not meet the criteria of urban sprawl or exemplify an energy inefficient land use pattern;
- The proposed amendment will not have an adverse effect on environmentally sensitive systems;
- The proposed amendment will not adversely affect transportation, potable water, sewer, schools, or other public facilities without providing remedies to correct the system or facility.

The attached maps illustrate the subject parcel's relation to the surrounding area as well as the existing and proposed Future Land Use Map designations within the vicinity.

A handwritten signature in black ink that reads "Melanie D. Peavy". The signature is written in a cursive, flowing style.

Melanie D. Peavy  
Development Services Director

---

**City of Wildwood, Florida**  
**Planning & Zoning Board/Special Magistrate**  
**as Local Planning Agency**

The case below was heard on Tuesday, September 3<sup>rd</sup>, 2013 by the Special Magistrate. The applicant seeks a small scale comprehensive plan amendment from "Low Density Residential" to "Commercial" on 1.88 +/- acres. The site is generally located on the north side of C-466A (Cleveland Ave.) across from the Wildwood Assembly of God.

**Case:** CP 1308-02

**Parcels:** G05=010

**Owner:** Susan Lee Hooper, Trustee

**Applicant:** SAME

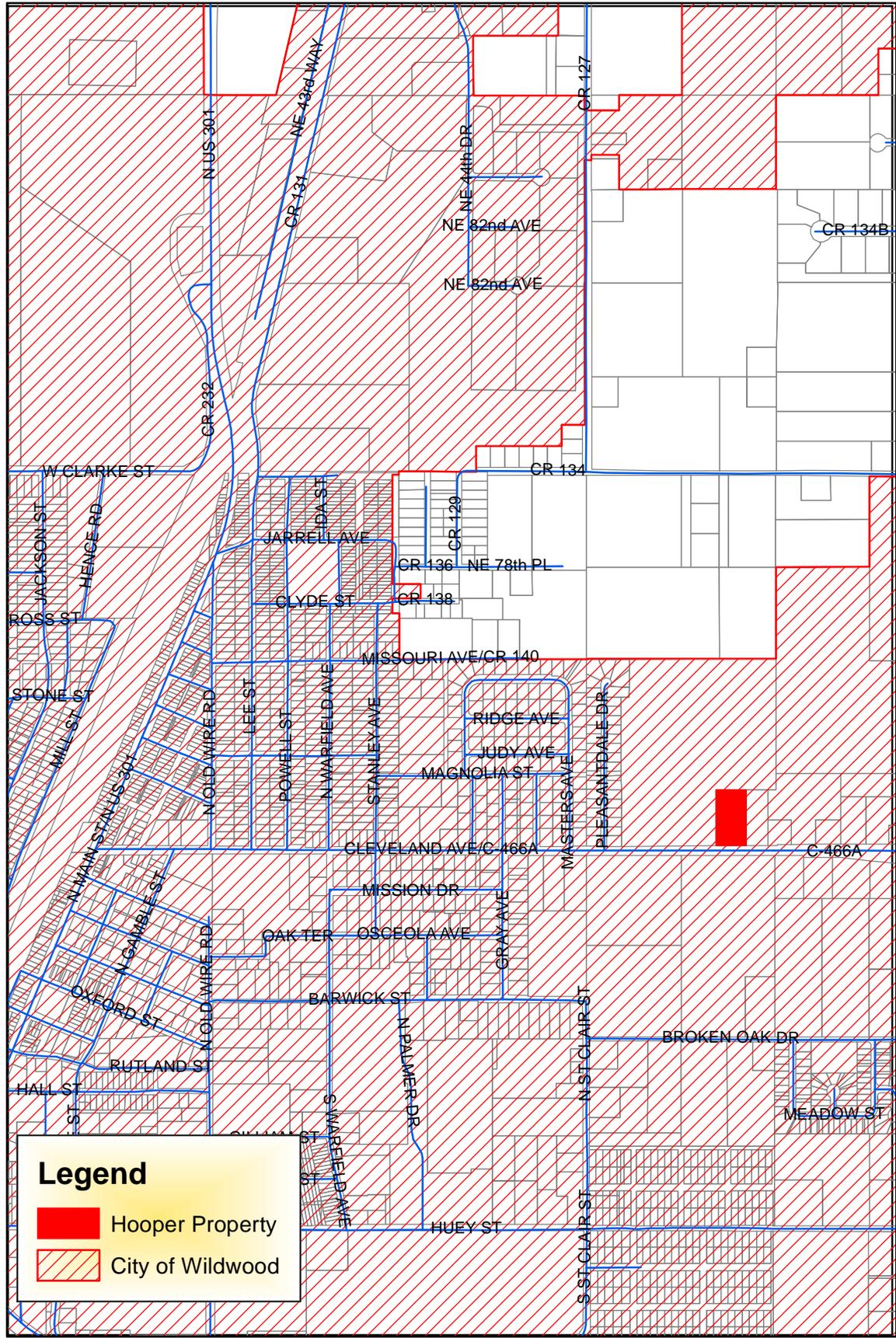
Under subsection 1.7(C) of the Land Development Regulations (LDRs), the Planning and Zoning Board/Special Magistrate as Local Planning Agency has a duty to make a recommendation to the City Commission on all proposed comprehensive plan amendments in accordance with the procedure outlined in subsection 1.14 (B)(2) and the criteria for the approval of comprehensive plan amendments as defined in subsection 1.7(D) of the LDRs.

Based upon the testimony and information presented, the Special Magistrate recommends approval of the small scale land use map amendment and favorable recommendation of Ordinance O2013-43 to the City Commission.

Dated: \_\_\_\_\_

/Proposed/

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



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**Legend**

-  Hooper Property
-  City of Wildwood

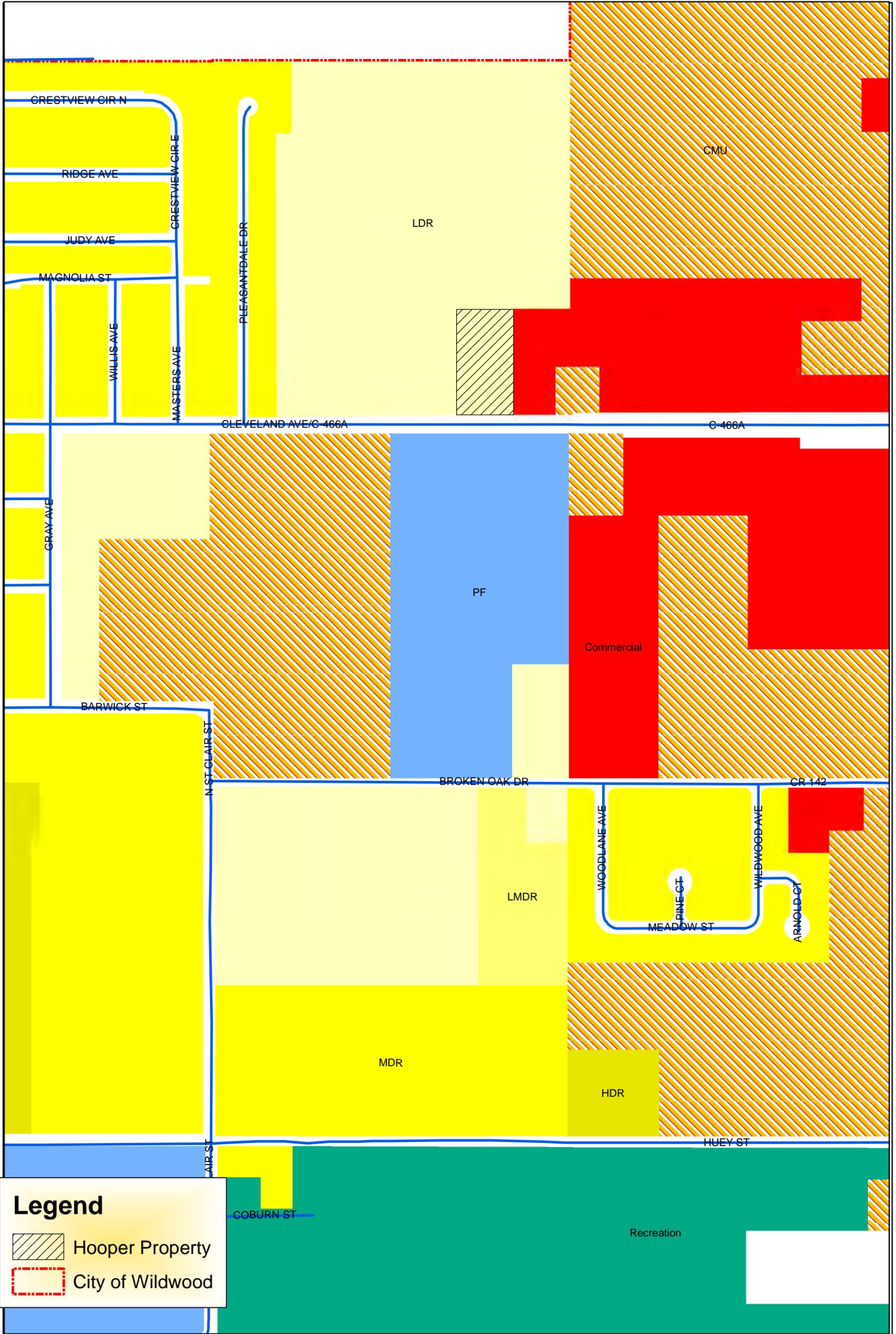


City of Wildwood  
100 North Main Street  
Wildwood, FL 34485  
Phone: (352) 330-1330  
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0 Feet 190 380

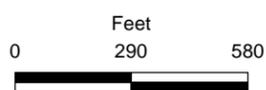
<b>HOOPER PROPERTY</b>	
<b>WILDWOOD, FLORIDA</b>	
AUGUST 2013	LOCATION MAP



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100 North Main Street  
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www.wildwood-fl.gov



**HOOPER PROPERTY**

**WILDWOOD, FLORIDA**

AUGUST 2013

FUTURE LAND USE

**ORDINANCE NO. O2013-43**

AN ORDINANCE OF THE CITY OF WILDWOOD FLORIDA;  
PROPOSING A SMALL SCALE LAND USE AMENDMENT  
TO THE ADOPTED LOCAL COMPREHENSIVE PLAN AND  
FUTURE LAND USE MAP IN ACCORDANCE WITH THE  
COMMUNITY PLANNING ACT OF 2011, AS AMENDED;  
PROVIDING FOR CODIFICATION; PROVIDING FOR  
CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE

**WHEREAS**, the City of Wildwood, Florida, is proposing to amend the local Comprehensive Plan and Future Land Use Map of said City, to include a land use amendment described as follows, to-wit:

**Parcel # G05=010**  
**Hooper Property**  
**1.88 +/- Acres**

**LEGAL DESCRIPTION:**

BEGIN 70 YARDS WEST OF SE CORNER OF SW 1/4 OF NE 1/4, AND RUN WEST 70 YARDS, NORTH 140 YARDS, EAST 70 YARDS, SOUTH 140 YARDS TO P.O.B. SECTION 5, TOWNSHIP 19, SOUTH OF RANGE 23 EAST.

CONTAINS THEREIN 1.88 ACRES, MORE OR LESS.

This property is to be reclassified from comprehensive plan category "Low Density Residential" to comprehensive plan category "Commercial."

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

**SECTION 1.** The adopted local Comprehensive Plan and Future Land Use Map for the City of Wildwood, Florida, are hereby amended to include the above-referenced property and proposed land use amendment as indicated above. The amendment to the Future Land Use Map of the local comprehensive plan is attached hereto as "Exhibit A" and incorporated herein by reference.

**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 of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of said Ordinance.

**SECTION 4.** This Ordinance shall take effect upon its final reading by the City Commission of the City of Wildwood.

**DONE AND ORDAINED** this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by the City Commission of the City of Wildwood, Florida.

CITY  
S E A L

CITY COMMISSION  
OF WILDWOOD, FLORIDA

\_\_\_\_\_  
Ed Wolf, Mayor

ATTEST: \_\_\_\_\_  
Joseph Jacobs, City Clerk

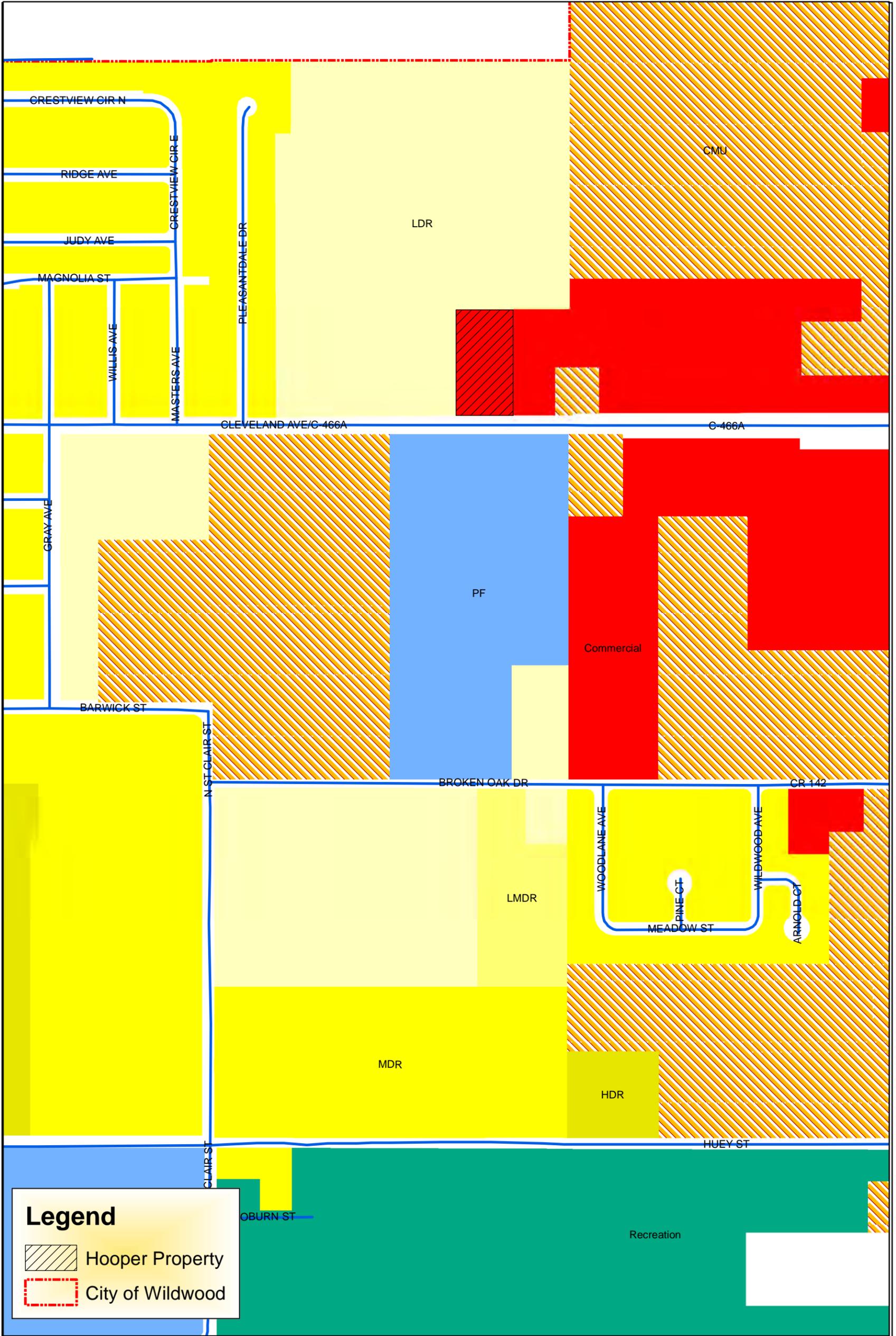
First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Ashley Hunt, City Attorney

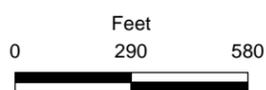
**Ordinance O2013-43**  
**“Exhibit A”**  
**Hooper Property**  
**Future Land Use Map Designation**



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City of Wildwood  
100 North Main Street  
Wildwood, FL 34485  
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www.wildwood-fl.gov



**HOOPER PROPERTY**

**WILDWOOD, FLORIDA**

AUGUST 2013

PROPOSED FUTURE LAND USE

# CITY COMMISSION OF THE CITY OF WILDWOOD

## EXECUTIVE SUMMARY

**SUBJECT:** Hooper Rezoning – RZ 1308-03

Approval of Ordinance O2013-44.

**REQUESTED ACTION:**

Work Session (Report Only)

**DATE OF MEETING:**

9/10/13 First Reading  
9/24/13 Adoption

Regular Meeting

Special Meeting

**CONTRACT:**

N/A

Vendor/Entity: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Termination Date: \_\_\_\_\_

Managing Division / Dept: \_\_\_\_\_

**BUDGET IMPACT:** \_\_\_\_\_

- Annual
- Capital
- N/A

**FUNDING SOURCE:** \_\_\_\_\_

**EXPENDITURE ACCOUNT:** \_\_\_\_\_

**HISTORY/FACTS/ISSUES:**

The applicant, Susan Lee Hooper, Trustee, seeks approval from the City Commission for a rezoning from "R-1: Low Density Residential" to "C-1: General Commercial – Downtown."

The 1.88 +/- acre subject property is located on the north side of C-466A (Cleveland Ave), across from the Wildwood Assembly of God. The property is subject to a concurrent Small Scale Comprehensive Plan amendment to change the future land use to City "Commercial." The requested zoning of "C-1: General Commercial – Downtown" would bring the property into compliance with the proposed Future Land Use Map designation.

**Staff recommends approval of Ordinance 02013-44 subject to approval of Ordinance O2013-43, which establishes a future land use appropriate to the proposed zoning.**

Case RZ 1308-03 was considered by the Planning & Zoning Board/Special Magistrate on Tuesday, September 3<sup>rd</sup>, 2013. The Planning & Zoning Board/Special Magistrate gave a favorable recommendation of the rezoning to the City Commission.



Melanie D. Peavy  
Development Services Director

**City of Wildwood**  
**Planning & Zoning Board/Special Magistrate**

The case below was heard on Tuesday, September 3<sup>rd</sup>, 2013 by the Special Magistrate. The applicant seeks approval and favorable recommendation from the City of Wildwood Planning and Zoning Board/Special Magistrate for a Zoning Map Amendment from City "R-1: Low Density Residential" to City "C-1: General Commercial – Downtown" for parcel G05=010 on 1.88 +/- acres. The site is generally located on the north side of C-466A (Cleveland Ave.) across from the Wildwood Assembly of God.

**Case:** RZ 1308-03

**Parcel:** G05=010

**Owner:** Susan Lee Hooper, Trustee

**Applicants:** SAME

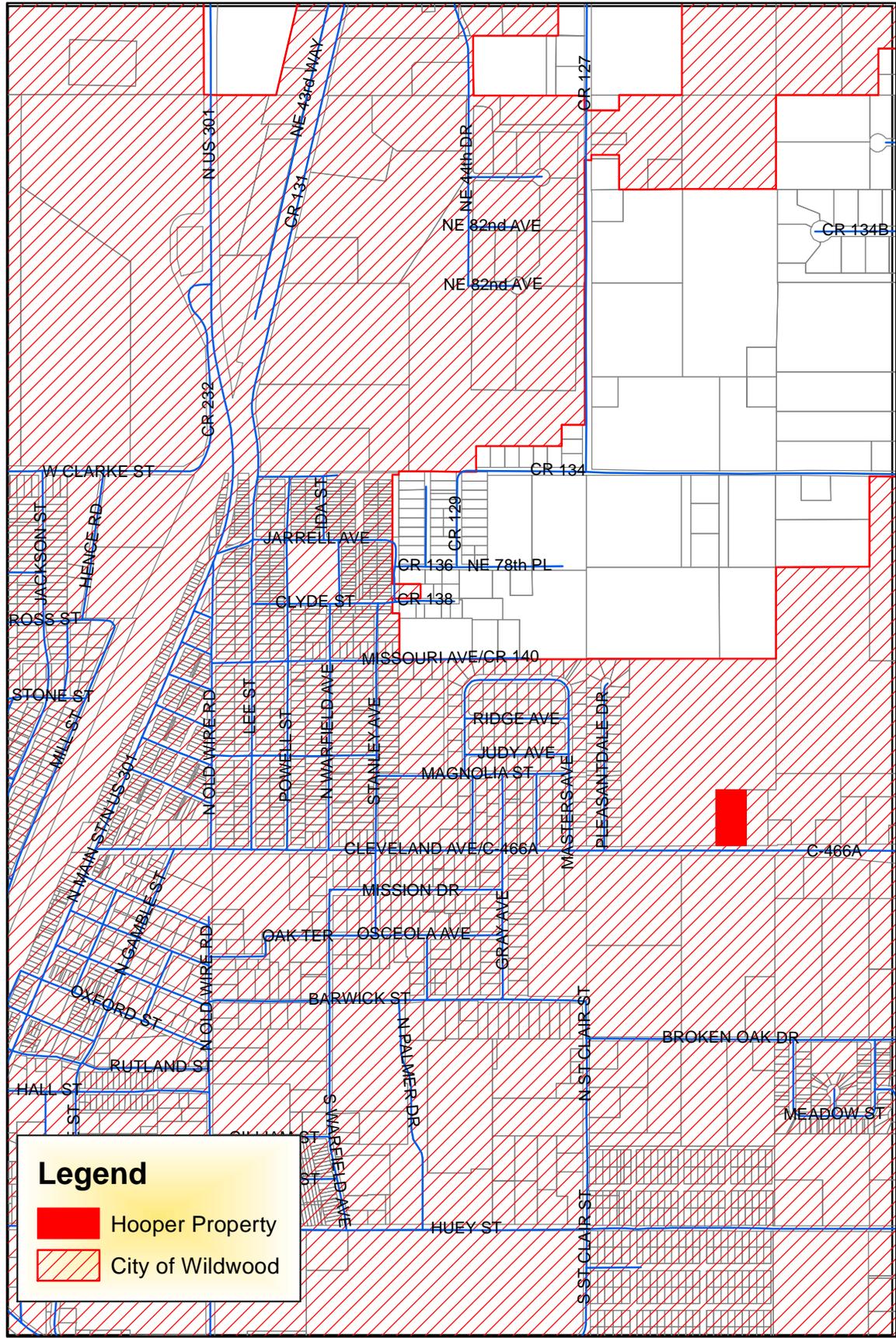
Under subsections 1.7(B)(2) and 3.3(B)(3) of the Land Development Regulations (LDRs), the Planning and Zoning Board/Special Magistrate has a duty to make a recommendation to the City Commission on all proposed zoning amendments in accordance with the procedure outlined in subsection 1.14 (B)(3) and the criteria for the approval of zoning amendments as defined in subsection 3.3(B)(4) of the LDRs.

Based upon the testimony and information presented, the Special Magistrate recommends approval of the Zoning Map Amendment and favorable recommendation of Ordinance O2013-44 to the City Commission.

Dated: \_\_\_\_\_

/Proposed/

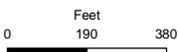
\_\_\_\_\_  
Archie O. Lowry, Jr.  
Special Magistrate City of Wildwood



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100 North Main Street  
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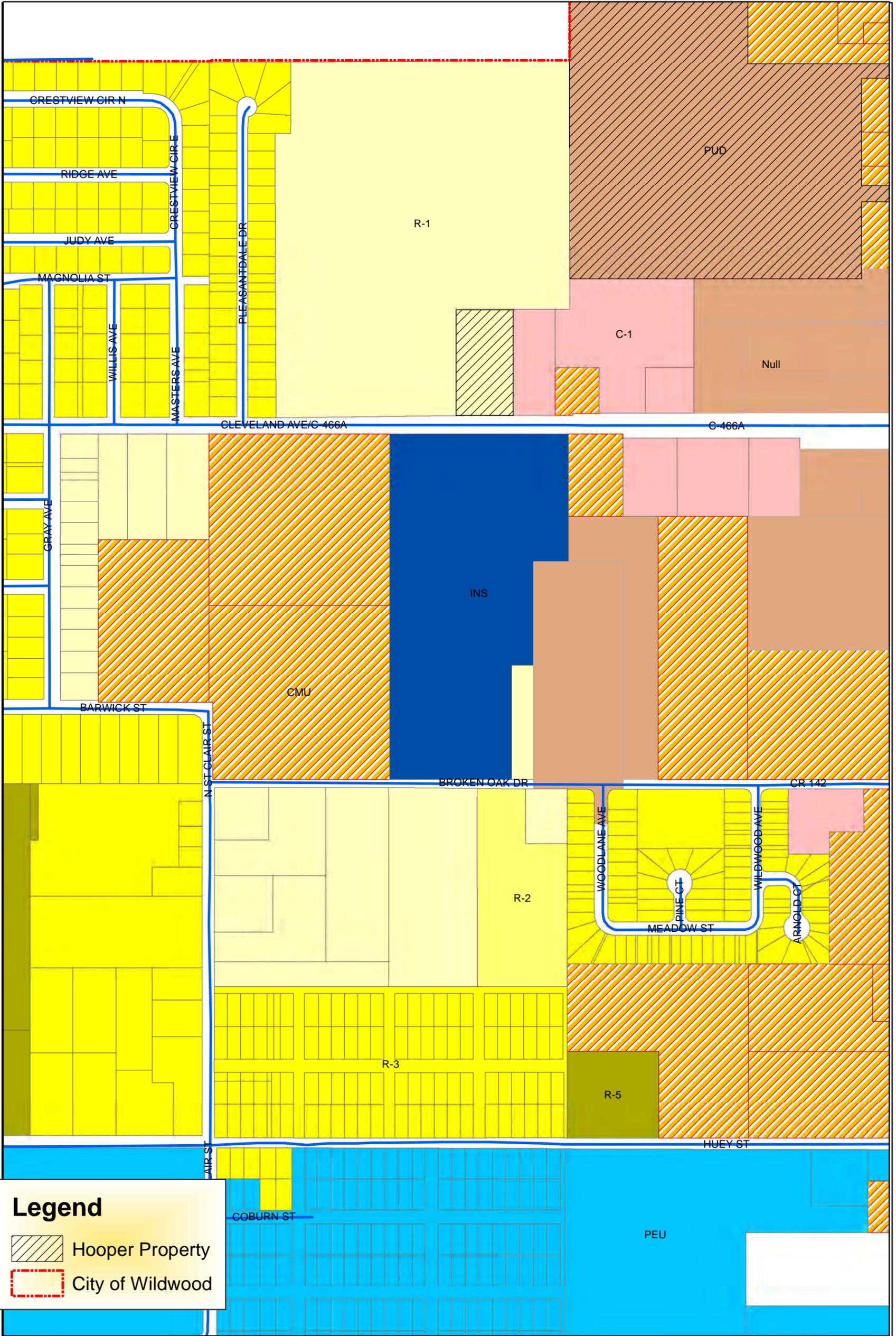


**HOOPER PROPERTY**

**WILDWOOD, FLORIDA**

**AUGUST 2013**

**LOCATION MAP**



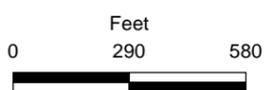
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**Legend**

-  Hooper Property
-  City of Wildwood



City of Wildwood  
100 North Main Street  
Wildwood, FL 34485  
Phone: (352) 330-1330  
www.wildwood-fl.gov



**HOOPER PROPERTY**

**WILDWOOD, FLORIDA**

AUGUST 2013

EXISTING ZONING

**ORDINANCE NO. O2013-44**

AN ORDINANCE OF THE CITY OF WILDWOOD FLORIDA;  
PROPOSING A ZONING MAP AMENDMENT TO THE  
OFFICIAL ZONING MAP IN ACCORDANCE WITH  
SECTIONS 3.2 AND 3.3 OF THE LAND DEVELOPMENT  
REGULATIONS; PROVIDING FOR CODIFICATION;  
PROVIDING FOR CONFLICT; AND PROVIDING FOR AN  
EFFECTIVE DATE

**WHEREAS**, the City of Wildwood, Florida, is proposing to amend the Official Zoning Map of said City, to include a rezoning of real property described as follows, to-wit:

**Parcel # G05=010**  
**Hooper Property**  
**1.88 +/- Acres**

**LEGAL DESCRIPTION:**

BEGIN 70 YARDS WEST OF SE CORNER OF SW 1/4 OF NE 1/4, AND RUN WEST 70 YARDS, NORTH 140 YARDS, EAST 70 YARDS, SOUTH 140 YARDS TO P.O.B. SECTION 5, TOWNSHIP 19, SOUTH OF RANGE 23 EAST.

CONTAINS THEREIN 1.88 ACRES, MORE OR LESS.

This property is to be reclassified from "R-1: Low Density Residential" to "C-1: General Commercial-Downtown."

**AND WHEREAS**, the rezoning is consistent with the City's Comprehensive Plan and Land Development Regulations.

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

**SECTION 1.** The Official Zoning Map of the City of Wildwood, Florida is hereby amended to include the above-referenced property as indicated above. The amendment to the Official Zoning Map is attached hereto as "Exhibit A" and incorporated herein by reference.

**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 take effect upon its final reading by the City Commission of the City of Wildwood.

**DONE AND ORDAINED** this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by the City Commission of the City of Wildwood, Florida.

CITY  
S E A L

CITY COMMISSION  
OF WILDWOOD, FLORIDA

\_\_\_\_\_  
Ed Wolf, Mayor

ATTEST: \_\_\_\_\_  
Joseph Jacobs, City Clerk

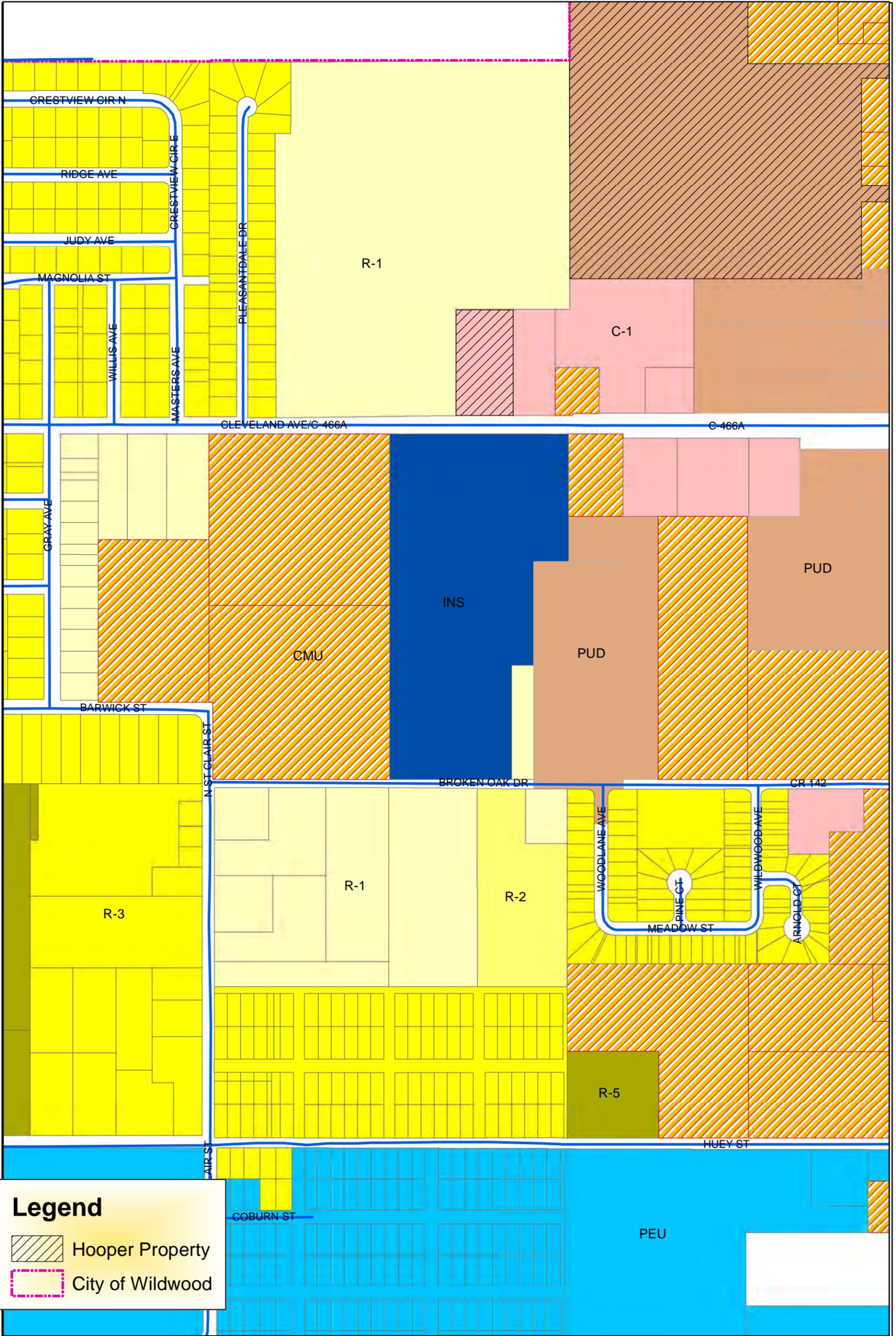
First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
A•@^ P } c City Attorney

**Ordinance O2013-44**  
**“Exhibit A”**  
**Hooper Property**  
**Zoning Map Designation**



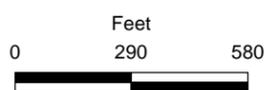
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**Legend**

-  Hooper Property
-  City of Wildwood



City of Wildwood  
100 North Main Street  
Wildwood, FL 34485  
Phone: (352) 330-1330  
www.wildwood-fl.gov



**HOOPER PROPERTY**

**WILDWOOD, FLORIDA**

AUGUST 2013

PROPOSED ZONING

**RESOLUTION NO. R2013-23**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILDWOOD, FLORIDA, PROVIDING FOR INCREASES TO THE WATER AND WASTEWATER USER CHARGE ORDINANCE AND FACILITY AVAILABILITY BASE RATES; RESCINDING AND REPLACING RESOLUTION R2013-13; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 19-30 of the City of Wildwood Code provides that water and wastewater user rates shall be set by the city commission; and,

WHEREAS, the City of Wildwood has provided a mechanism for increasing water and wastewater user fees in Resolution number 981; and,

WHEREAS, the resolution provides that the commission may increase water and wastewater user fees by increases in the Consumer Price Index at any regular or special meeting of the commission; and,

WHEREAS, the Consumer Price Index for the last 12 months shows an average increase of 1.9%.

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

SECTION 1. The Residential/Commercial base rate for sewer facility availability to each user shall be based on capacity allocation as determined by meter size as follows:

Meter Size	Equivalent Meter Factor	Inside City Monthly Minimum Charge	Outside City Monthly Minimum Charge
5/8"	1	\$11.40	\$14.25
1"	1.25	\$14.25	\$17.80
1 1/2"	2	\$22.78	\$28.48
2"	3.64	\$41.42	\$51.80
3"	7.33	\$83.54	\$104.43
4"	13.33	\$151.91	\$189.89
6"	25.67	\$292.43	\$365.55
8"	45	\$512.71	\$640.89
10"	76.33	\$869.69	\$1087.11

SECTION 2. The Residential/Commercial user charge rate for sewer operation and maintenance including replacement shall be :

Inside City Limits

\$3.04 per thousand gallons multiplied by 90% of the water used.

Outside City Limits

\$3.80 per thousand gallons multiplied by 90% of the water used.

(It has been established that 90% of water consumption is treated as wastewater.)

SECTION 3. The Residential/Commercial base rate for water facility availability to each user shall be based on capacity allocation as determined by meter size as follows:

Meter Size	Equivalent Meter Factor	Inside City Monthly Minimum Charge	Outside City Monthly Minimum Charge
5/8"	1	\$6.42	\$8.04
1"	1.25	\$8.21	\$10.34
1 1/2"	2	\$13.66	\$17.09
2"	3.64	\$25.41	\$31.77
3"	7.33	\$51.95	\$64.94
4"	13.33	\$95.02	\$118.78
6"	25.67	\$183.59	\$229.49
8"	45	\$322.37	\$402.97
10"	76.33	\$547.32	\$684.17

SECTION 4. The Commercial user charge rate for water operation and maintenance including replacement shall be

INSIDE CITY LIMITS

\$1.50 per thousand gallons

OUTSIDE CITY LIMITS

\$1.88 per thousand gallons

SECTION 5. The Residential user charge rate for water operation and maintenance including replacement shall be

Inside City Limits

0 - 6,000 Gallons  
\$1.12/1,000

7,000 and up Gallons  
\$1.68/1,000

Outside City Limits

0 – 6,000 Gallons  
\$1.39/1000

7,000 and up Gallons  
\$2.10/1000

SECTION 6. Irrigation shall be:

Inside City Limits

\$1.71/1,000 gallons used in addition to a \$1.12 processing fee when water charges are incurred.

Outside City Limits

\$2.10/1,000 gallons used in addition to a \$1.41 processing fee when water charges are incurred.

SECTION 7. All charges herein have been increased by 25% for users outside the City Limits.

SECTION 8. These rates and charges supersede any previous rates established by the City Commission of the City of Wildwood, Florida.

SECTION 9. With the passage of this Resolution the new rates will become effective as of the billing cycle for the month of October, 2013.

PASSED AND RESOLVED, this \_\_\_\_\_ day of \_\_\_\_\_, 2013 .

CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA

S E A L

ATTEST: \_\_\_\_\_  
Joseph Jacobs, City Clerk

\_\_\_\_\_  
BY: Ed Wolf, Mayor

## CITY COMMISSION OF THE CITY OF WILDWOOD

### EXECUTIVE SUMMARY

**SUBJECT:** Property, Casualty, Liability and Workers Comp Insurance

**REQUESTED ACTION:** Approval by Commission

Work Session (Report Only)      **DATE OF MEETING:** 9/24/2013  
 Regular Meeting                       Special Meeting

**CONTRACT:**  N/A

Effective Date: 10/01/13

Managing Division / Dept: \_\_\_\_\_

Vendor/Entity: \_\_\_\_\_

Termination Date: 9/30/2014

**BUDGET IMPACT:** Covered in FY 2013-2014 Budget

Annual  
 Capital  
 N/A

**FUNDING SOURCE:**

N/A

**EXPENDITURE ACCOUNT:**

N/A

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#### HISTORY/FACTS/ISSUES:

The City of Wildwood has been with Preferred Governmental Insurance Trust (PGIT) since approx. 2002 for our Property & Casualty/WC Insurance, and the City has been a member of the Florida League of Cities prior to 1996. It is my understanding that comparative bids have not been solicited for several years, and as the City Manager of Wildwood, I felt it was my fiduciary responsibility to the Commission, as well as the Citizens of Wildwood, to solicit another bid for comparison.

Attached you will find the 2013-14 Renewal from PGIT as well as a proposal from FLC (Florida Municipal Insurance Trust-FMIT) for your review. I have requested that both PGIT and FMIT representatives be in attendance at the 09/24/2013 meeting to address any questions, concerns, & comparisons, etc.

In addition, I have asked that these Representatives provide a comparison between the two policies as each of them has been given the others proposals.

Seeking Commission Direction.

---



**Renewal Quote No.: PK FL1 0602005 13-12**

Effective: 10/01/2013

Renewal Quote Expiration Date:10/01/2013 12:00 AM

Renewal Quote Reference Number: 40287

Portal Reference Number:208957

## RENEWAL QUOTE FOR

### City of Wildwood

100 N. Main St.  
Wildwood, FL 34785

Presented by Public Risk Underwriters for:

Brown & Brown of Florida, Inc.

P. O. Box 491636  
Leesburg, FL 34749-1636

9/10/2013 5:08 PM

Renewal Quote Reference Number: 40287

9/10/2013 5:08 PM



Named Covered Party: **City of Wildwood**

Term: **10/01/2013 to 10/01/2014**

Coverage Provided By: **Preferred Governmental Insurance Trust**

Renewal Quote No.: **PK FL1 0602005 13-12**

To protect members of the fund from large losses and to protect the financial security of the fund, the Preferred Governmental Insurance Trust (PGIT) board of trustees has elected to purchase an extremely conservative excess of loss insurance structure. We stress PGIT excess of loss structure because an excess structure provides PGIT members several levels of protection that reinsurance does not.

Foremost among these is the fact that PGIT's excess of loss policies list every individual member a named insured, giving every member direct access to the insurance company for payment of claims. Reinsurers are only responsible to the trust itself. Therefore, if a trust became financially troubled, there is no guarantee from an insurance company that any individual claim will be paid or even that a reimbursement will go towards the originating claim.

PGIT is a non-assessable Trust authorized under Florida Statute and is not rated by AM Best. PGIT is not protected by the Florida Guarantee Association in the event it becomes unable to meet its claims payment obligations. PGIT members are not constrained by notice requirements or punitive run-off claims costs to exit. PGIT is a non-admitted pool in the state of Florida.



Public  
Risk  
Underwriters

*Insurance Solutions for Public Entities*

Public Risk Underwriters (PRU), as part of Brown & Brown, is one of the premier insurance service organizations for public entities in the United States. Our exclusive focus and in-depth understanding of the unique risk exposures and operating environment of the public sector allows us to tailor customized products and services to meet our clients' needs.



Preferred Governmental Claims Services (PGCS) is dedicated to exclusively serving Florida governmental agencies. PGCS administers and closely controls all claims from start to finish. This team of full-time, licensed adjusters understands federal laws and state statutes governing actions against public entities. A toll-free telephone number is provided to facilitate reporting of claims.

### Compensation Disclosure

We appreciate the opportunity to assist with your insurance needs. Information concerning compensation paid to other entities for this placement and related services appears below. Please do not hesitate to contact us if any additional information is required.

Our office is owned by Brown & Brown, Inc. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so.

For the Coverage Term referenced above, your insurance was placed through Preferred Governmental Insurance Trust (PGIT). PGIT is an independent entity formed by Florida public entities through an Interlocal Agreement for the purpose of providing its members with an array of insurance coverages and services. PGIT has contracted with entities owned by Brown & Brown, Inc. to perform various services. As explained below, those Brown & Brown entities are compensated for their services.

PGIT has contracted with Public Risk Underwriters (PRU), a company owned by Brown & Brown, Inc., to administer PGIT's operations. The administrative services provided by PRU to PGIT include:

Underwriting / Coverage review / Marketing / Policy Review / Accounting / Issuance of PGIT Coverage Agreements / PGIT Member Liaison / Risk Assessment and Control

Pursuant to its contract with PGIT, Public Risk Underwriters (PRU) receives an administration fee, based on the size and complexity of the account, of up to 12.0% of the PGIT premiums billed and collected.

PGIT has also contracted with Preferred Governmental Claims Solutions (PGCS), a company owned by Brown & Brown, Inc., for purposes of administering the claims of PGIT members. The services provided by PGCS to PGIT may include:

Claims Liaison with Insurance Company / Claims Liaison with PGIT Members / Claims Adjustment

Pursuant to its contract with PGIT, PGCS receives a claims administration fee for those accounts which PGCS services of up to 5% of the non-property portion of the premiums you pay to PGIT.

PGIT also utilizes wholesale insurance brokers, some of which (such as Peachtree Special Risk Brokers and MacDuff Underwriters) are owned by Brown & Brown, Inc., for the placement of PGIT's insurance policies, and for individual risk placements for some PGIT members (excess and surplus lines, professional liability coverage, etc.) The wholesale insurance broker may provide the following services:

- Risk Placement
- Coverage review
- Claims Liaison with Insurance Company
- Policy Review
- Current Market Intelligence

The wholesale insurance broker's compensation is derived from your premium, and is largely dictated by the insurance company. It typically ranges between 10% and 17% of the premiums you pay to PGIT for your coverage. Some wholesale brokers used by Brown to place your coverage may also act as Managing General Agents for various insurance companies, and may be compensated directly by those insurance companies for their services in placing and maintaining coverage with those particular companies.

The wholesale insurance brokerage utilized in the placement of your property insurance was Peachtree Special Risk Brokers, which is a company owned by Brown & Brown Inc. Furthermore, any professional liability coverage afforded by the package of insurance you purchased was acquired through Apex Insurance Services, which is also a company owned by Brown & Brown Inc.

Renewal Quote Reference Number: 40287

9/10/2013 5:08 PM



Named Covered Party: City of Wildwood  
 Term: 10/01/2013 to 10/01/2014  
 Coverage Provided By: Preferred Governmental Insurance Trust  
 Renewal Quote No.: PK FL1 0602005 13-12

**PROPERTY COVERAGE**

Blanket Building & Contents Limit, per attached schedule \$24,297,890

Extensions of Coverage

Accounts Receivable	\$250,000
Additional Expense	\$100,000
Animals	\$1,000/\$5,000
Loss of Business Income	\$100,000
Debris Removal	\$250,000
Demolition, Ordinance and ICC	\$500,000
Expediting Expense	\$5,000
Fire Department Charges	\$25,000
Fungus Cleanup Expense	\$10,000/\$20,000
Lawns, Plants, Trees and Shrubs	\$25,000
New Locations	\$2,000,000
Personal Property of Employees	\$25,000/\$50,000
Pollution Cleanup Expense	\$25,000/\$50,000
Preservation of Property	\$250,000
Recertification	\$10,000
Service Interruption Coverage	\$100,000
Transit	\$250,000
Errors and Omissions	\$250,000
Vehicle Property Coverage	\$0
Buildings Under Construction	If Shown on Property Schedule
Flood Limit - Per Occurrence and Aggregate	\$1,000,000
Excess of NFIP, whether purchased or not	
Earth Movement Limit - Per Occurrence and Aggregate	\$0
TRIA (Including Inland Marine if applicable)	Not Included
Boiler & Machinery	\$24,297,890
<b>Deductibles</b>	
Per Occurrence Building & Contents and Extensions of Coverage	\$5,000
Per Occurrence for Named Windstorm	3 %
	Subject to Minimum of:
Per Flood, except zones A, V excess of NFIP, whether purchased or not	\$5,000
Per Earth Movement	\$0

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

Renewal Quote Reference Number: 40287

9/10/2013 5:08 PM



Named Covered Party:

City of Wildwood

Term:

10/01/2013 to 10/01/2014

Coverage Provided By:

Preferred Governmental Insurance Trust

Renewal Quote No.:

PK FL1 0602005 13-12

**INLAND MARINE COVERAGE**

Communication Equipment	\$150,000
Contractor's / Mobile Equipment	\$1,180,184
Electronic Data Processing Equipment	\$250,000
Emergency Services Portable Equipment	\$250,000
Fine Arts	\$150,000
Other Inland Marine	Not Included
Rented, Borrowed, Leased Equipment	\$100,000
Valuable Papers	Not Included
Watercraft	Not Included

Inland Marine Deductible Per attached schedule

**CRIME COVERAGE**

Coverage Description:	Limit	Deductible
Forgery and Alteration	\$100,000	\$1,000
Theft, Disappearance or Destruction	\$100,000	\$1,000
Computer Fraud including Funds Transfer Fraud	\$100,000	\$1,000
Employee Dishonesty, including faithful performance, per loss	\$100,000	\$1,000

**GENERAL LIABILITY COVERAGE (Occurrence Basis)**

Bodily Injury and Property Damage Limit	\$1,000,000
Personal Injury and Advertising Injury	Included
Products & Completed Operations Limit	Included
Employee Benefits Liability Limit, per person	\$1,000,000
Herbicide & Pesticide Aggregate Limit	\$1,000,000
Medical Payments Limit	\$2,500
Fire Damage Limit	Included
No Fault Sewer Backup Limit	\$1,000/\$5,000
Liquor Liability	Not Included
General Liability Deductible	\$0
Ratable payroll	\$3,739,191

**LAW ENFORCEMENT LIABILITY COVERAGE (Occurrence)**

Law Enforcement Liability Limit:	Per Person	\$1,000,000
	Per Occurrence	\$1,000,000
	Aggregate	N/A
Law Enforcement Liability Deductible		\$2,500
#of FT Officers	26	
#of PT Officers		
#of Volunteer Officers	10	

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

Renewal Quote Reference Number: 40287

9/10/2013 5:08 PM



Named Covered Party: City of Wildwood  
 Term: 10/01/2013 to 10/01/2014  
 Coverage Provided By: Preferred Governmental Insurance Trust  
 Renewal Quote No.: PK FL1 0602005 13-12

**PUBLIC OFFICIALS LIABILITY COVERAGE (Claims Made)**

Public Officials Liability Limit	Per Claim	\$1,000,000
	Aggregate	\$1,000,000
Public Officials Liability Deductible		\$2,500
Payroll		\$3,739,191
	Retroactive Date	
Supp Payments:	Pre-termination \$2,500 per employee - \$5,000 annual aggregate	
	Non-Monetary \$100,000 aggregate	

**EMPLOYMENT RELATED PRACTICES LIABILITY COVERAGE (Claims Made)**

Employment Related Practices Liability Limit:	Per Claim	\$1,000,000
	Aggregate	\$1,000,000
Employment Related Practices Liability Deductible		\$2,500
Employment Practices Retroactive Date		
#of FT Employees	89	
#of PT Employees	0	
#of Volunteer Employees	10	

**Sublimit of POL/EPLI**

Cyber Liability - Included only if POL/EPLI coverage written  
 Media Content Services Liability                      Network security Liability  
 Privacy Liability    First Party Extortion Threat  
 First Party Crisis Management                      First Party Business Interruption

Voluntary notification endorsement is included.

Limits: \$100,000 each claim/\$100,000 annual aggregate per member

Renewal Quote Reference Number: 40287

9/10/2013 5:08 PM



Named Covered Party: City of Wildwood  
Term: 10/01/2013 to 10/01/2014  
Coverage Provided By: Preferred Governmental Insurance Trust  
Renewal Quote No.: PK FL1 0602005 13-12

### EXCESS WORKERS' COMPENSATION COVERAGE

Part I Worker's Compensation Limit			N/A
Part II Employers' Liability Limit			
Bodily Injury by Accident	Each Accident		N/A
Bodily Injury by Disease	Agreement Limit		N/A
Bodily Injury by Disease	Each Employee		N/A
Self Insured Retention			
			\$2
			\$1,445,269

Renewal Quote Reference Number: 40287

9/10/2013 5:08 PM



Named Covered Party: City of Wildwood  
 Term: 10/01/2013 to 10/01/2014  
 Coverage Provided By: Preferred Governmental Insurance Trust  
 Renewal Quote No.: PK FL1 0602005 13-12

**AUTOMOBILE COVERAGE**

COVERAGE	SYMBOL	LIMIT	DEDUCTIBLE
Liability	1	\$1,000,000	\$0
Personal Injury Protection	5	Statutory	\$0
Added PIP	N/A	Not Included	
Auto Medical Payments	2	\$5,000	
Uninsured / Underinsured Motorist	2	\$20,000	
Physical Damage Comprehensive Coverage	2, 8	Actual cash value or cost of repair, whichever is less, minus deductible. Hired Comprehensive limit: \$35,000	Per attached schedule
Physical Damage Collision Coverage	2, 8	Actual cash value or cost of repair, whichever is less, minus deductible. Hired Collision limit: \$35,000	Per attached schedule

**AUTOMOBILE SYMBOLS\***

1	Any "Auto"
2	Owned "Autos" only
3	Owned private passenger "Autos" only
4	Owned "Autos" other than private passenger "Autos" only
5	Owned "Autos" subject to No-Fault
6	Owned "Autos" subject to a Compulsory Uninsured Motorist Law
7	Scheduled "Autos" only
8	Hired "Autos" only
9	Non-owned "Autos" only

\* These are abbreviated descriptions. A full description of symbols is included in the coverage agreements

Renewal Quote Reference Number: 40287

9/10/2013 5:08 PM



Named Covered Party: **City of Wildwood**  
Term: **10/01/2013 to 10/01/2014**  
Coverage Provided By: **Preferred Governmental Insurance Trust**  
Renewal Quote No.: **PK FL1 0602005 13-12**

**TOTAL PREMIUM DUE** **\$284,864**

Pay Term: PKG - 50% Down, 25% due at 75 days and 25% due at 166 days

First payment of \$142,432.00 is due 10/01/2013.  
Second payment of \$71,216.00 is due 12/15/2013  
Third payment of \$71,216.00 is due 03/16/2014

**IMPORTANT NOTE**

Defense Cost - Outside of Limit, Does Not Erode the Limit for General Liability, Law Enforcement Liability, Public Officials Liability, Employment related Practices Liability.

Deductible does not apply to defense cost.

**RENEWAL QUOTATION TERMS & CONDITIONS INCLUDING BUT NOT LIMITED TO**

1. Please review the quote carefully, as coverage terms and conditions may not encompass all requested coverages indicated in the application.
2. Renewal quote is subject to review and acceptance by PGIT Board of Trustees
3. The Coverage Agreement shall be 25% minimum earned as of the first day of the "Coverage Period".
4. Total premium is late if not paid in full within 30 days of inception, unless otherwise stated.
5. Deletion of any coverage presented, Package and/or Workers' Compensation, will result in re-pricing of account.
6. The PGIT Property program is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhaust the limit purchased by PGIT on behalf of the members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence.
7. Coverage is not bound until confirmation is received from a licensed representative of Public Risk Underwriters.

**ADDITIONAL TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO:**

Quote is subject to receipt of the following information by 11/1/2013:

- Initialed and signed PGIT POL/EPLI Application (page 3 only)
- Signed UM form
- Signed Signature Page
- Revised employee concentration form prior to binding

### AGENCY INFORMATION RECAP

Renewal Quote Reference Number: 40287

9/10/2013 5:08 PM



Named Covered Party: City of Wildwood  
Term: 10/01/2013 to 10/01/2014  
Coverage Provided By: Preferred Governmental Insurance Trust  
Renewal Quote No.: PK FL1 0602005 13-12

### PREMIUM BREAKDOWN

	Premium
Property (includes Flood/Boiler & Machinery if applicable)	\$114,048
Inland Marine	\$13,521
Crime	\$1,000
General Liability	\$39,258
Public Officials and Employment Practices Liability	\$30,364
Educators Legal Liability	Not Included
Law Enforcement Liability	\$23,146
Automobile Liability	\$41,927
Automobile Physical Damage	\$21,600
Garage/Garage Keepers	Not Included
Excess Workers' Compensation	Not Included
<b>TOTAL PREMIUM DUE</b>	<b>\$284,864</b>

# INSURANCE PROPOSAL

PREPARED FOR:



## City of Wildwood

10/01/2013 - 10/01/2014

Workers Compensation

PRESENTED BY:

**Travis Lee Childers, CIC**

**Brown & Brown of Florida, Inc.**

PO Box 491636

Leesburg, FL 34749-1636

**Business Phone: (352)787-2431**

**Fax Phone: (352)787-9922**

This presentation is designed to give you an overview of the insurance coverage's we recommend for your company, based upon information provided by you. It is meant only as a general understanding of your insurance needs and should not be construed as a legal interpretation of the insurance policies that will be written for you. Please refer to your specific insurance contracts for details on coverage's, conditions and exclusions. Specimen copies of all policies are available upon request prior to binding of coverage. If there are any other areas that need to be evaluated prior to binding of coverage, please bring this to our attention. Should any of your exposures change after coverage is bound, such as operations, hiring employees in new states, buying additional property etc. please let us know as proper coverage can be discussed.



**Renewal Quote No.: WC FL1 0602005 13-15**

Effective: 10/01/2013

Renewal Quote Expiration Date: 10/01/2013 12:00 AM

Reference Number: 40284

Portal Reference Number:208761

## RENEWAL QUOTE FOR

### City of Wildwood

100 N. Main St.  
Wildwood, FL 34785

Presented by Public Risk Underwriters for:

Brown & Brown of Florida, Inc.

P. O. Box 491636  
Leesburg, FL 34749-1636

9/10/2013 4:13 PM

Reference Number: 40284

9/10/2013 4:13 PM



Named Covered Party: City of Wildwood

Term: 10/01/2013 to 10/01/2014

Coverage Provided By: Preferred Governmental Insurance Trust

Renewal Quote No.: WC FL1 0602005 13-15

To protect members of the fund from large losses and to protect the financial security of the fund, the Preferred Governmental Insurance Trust (PGIT) board of trustees has elected to purchase an extremely conservative excess of loss insurance structure. We stress PGIT excess of loss structure because an excess structure provides PGIT members several levels of protection that reinsurance does not.

Foremost among these is the fact that PGIT's excess of loss policies list every individual member a named insured, giving every member direct access to the insurance company for payment of claims. Reinsurers are only responsible to the trust itself. Therefore, if a trust became financially troubled, there is no guarantee from an insurance company that any individual claim will be paid or even that a reimbursement will go towards the originating claim.

PGIT is a non-assessable Trust authorized under Florida Statute and is not rated by AM Best. PGIT is not protected by the Florida Guarantee Association in the event it becomes unable to meet its claims payment obligations. PGIT members are not constrained by notice requirements or punitive run-off claims costs to exit. PGIT is a non-admitted pool in the state of Florida.



Public  
Risk  
Underwriters

*Insurance Solutions for Public Entities*

Public Risk Underwriters (PRU), as part of Brown & Brown, is one of the premier insurance service organizations for public entities in the United States. Our exclusive focus and in-depth understanding of the unique risk exposures and operating environment of the public sector allows us to tailor customized products and services to meet our clients' needs.



Preferred Governmental Claims Services (PGCS) is dedicated to exclusively serving Florida governmental agencies. PGCS administers and closely controls all claims from start to finish. This team of full-time, licensed adjusters understands federal laws and state statutes governing actions against public entities. A toll-free telephone number is provided to facilitate reporting of claims.

### Compensation Disclosure

We appreciate the opportunity to assist with your insurance needs. Information concerning compensation paid to other entities for this placement and related services appears below. Please do not hesitate to contact us if any additional information is required.

Our office is owned by Brown & Brown, Inc. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so.

For the Coverage Term referenced above, your insurance was placed through PGIT. PGIT is an independent entity formed by Florida public entities through an Interlocal Agreement for the purpose of providing its members with an array of insurance coverages and services. PGIT has contracted with entities owned by Brown & Brown, Inc. to perform various services. As explained below, those Brown & Brown entities are compensated for their services.

PGIT has contracted with PRU, a company owned by Brown & Brown, Inc., to administer PGIT's operations. The administrative services provided by PRU to PGIT include:

Underwriting / Coverage review / Marketing / Policy Review / Accounting / Issuance of PGIT Coverage Agreements / PGIT Member Liaison / Risk Assessment and Control

Pursuant to its contract with PGIT, PRU receives an administration fee, based on the size and complexity of the account, of up to 12.0% of the PGIT premiums billed and collected.

PGIT has also contracted with PGCS, a company owned by Brown & Brown, Inc., for purposes of administering the claims of PGIT members. The services provided by PGCS to PGIT may include:

Claims Liaison with Insurance Company / Claims Liaison with PGIT Members / Claims Adjustment

Pursuant to its contract with PGIT, PGCS receives a claims administration fee for those accounts which PGCS services of up to 5% of the non-property portion of the premiums you pay to PGIT.

PGIT also utilizes wholesale insurance brokers, some of which (such as Peachtree Special Risk Brokers and MacDuff Underwriters) are owned by Brown & Brown, Inc., for the placement of PGIT's insurance policies, and for individual risk placements for some PGIT members (excess and surplus lines, professional liability coverage, etc.) The wholesale insurance broker may provide the following services:

- Risk Placement
- Coverage review
- Claims Liaison with Insurance Company
- Policy Review
- Current Market Intelligence

The wholesale insurance broker's compensation is derived from your premium, and is largely dictated by the insurance company. It typically ranges between 10% and 17% of the premiums you pay to PGIT for your coverage. Some wholesale brokers used by Brown to place your coverage may also act as Managing General Agents for various insurance companies, and may be compensated directly by those insurance companies for their services in placing and maintaining coverage with those particular companies.

The wholesale insurance brokerage utilized in the placement of your property insurance was Peachtree Special Risk Brokers, which is a company owned by Brown & Brown Inc. Furthermore, any professional liability coverage afforded by the package of insurance you purchased was acquired through Apex Insurance Services, which is also a company owned by Brown & Brown Inc.

Reference Number: 40284

9/10/2013 4:13 PM



Named Covered Party: City of Wildwood  
 Term: 10/01/2013 to 10/01/2014  
 Coverage Provided By: Preferred Governmental Insurance Trust  
 Renewal Quote No.: WC FL1 0602005 13-15

**ESTIMATED ANNUAL PAYROLL**

Class Code	Description	Payroll
5509	STREET OR ROAD MAINTENANCE	372,124
7520	WATERWORKS OPERATIONS	333,357 383,357
7580	SANITARY OR SANITATION	495,768
7704	FIREFIGHTERS & DRIVERS	0
7720	POLICE OFFICERS & DRIVERS	1,167,126
8721	REAL ESTATE APPRAISAL & EMPL	0
8810	CLERICAL	976,554
9102	PARK NOC -EMPLOYEES & DRIVERS	190,872
9403	GARBAGE - COLLECTION & DRIVERS	0
		\$3,585,801
		3,535,801

Reference Number: 40284

9/10/2013 4:13 PM



Named Covered Party:

City of Wildwood

Term:

10/01/2013 to 10/01/2014

Coverage Provided By:

Preferred Governmental Insurance Trust

Renewal Quote No.:

WC FL1 0602005 13-15

**EMPLOYERS' LIABILITY COVERAGE**

Bodily Injury by Accident	Each Accident	\$1,000,000
Bodily Injury by Disease	Agreement Limit	\$1,000,000
Bodily Injury by Disease	Each Employee	\$1,000,000

**ESTIMATED BILLING**

Manual Premium		\$136,978
Experience Modifier	0.730	
Estimated Annual Premium		\$85,732
Minimum Annual Premium	\$2,000, Monoline \$4,000	
Drug-Free Credit		Included
Safety Credit		Included

Experience Modifiers:

0.730 10/01/2013

Pay Term: WC - 25% Down & 9 Equal Installments

First payment of \$21,583.00 is due 10/01/2013.

9 Monthly Installments of \$7,127.67 are due beginning 11/01/2013.

Make Checks Payable to Preferred Governmental Insurance Trust

Reference Number: 40284

9/10/2013 4:13 PM



Named Covered Party: City of Wildwood  
Term: 10/01/2013 to 10/01/2014  
Coverage Provided By: Preferred Governmental Insurance Trust  
Renewal Quote No.: WC FL1 0602005 13-15

**TOTAL PREMIUM DUE**

\$85,732.00

**RENEWAL QUOTATION TERMS & CONDITIONS INCLUDING BUT NOT LIMITED TO**

1. Please review the quote carefully, as coverage terms and conditions may not encompass all requested coverages indicated in the application.
2. Quote subject to review and acceptance by PGIT Board of Trustees
3. The Coverage Agreement premium shall be pro-rated as of the first day of coverage from the minimum policy premium.
4. Down payment is due at inception
5. The Trust requires that the Member maintains valid and current certificates of workers' compensation insurance on all work performed by persons other than its employees.
6. If NCCI re-promulgates a mod, we will honor the mod as promulgated. If the mod changes during the fund year, we reserve the right to apply a correct mod back to the inception date of the Coverage Agreement.
7. Quote was prepared using payrolls supplied by your agency.
8. Safety and Drug Free program credits (if applicable) are subject to program requirements.
9. Payrolls are subject to final audit.
10. Deletion of any coverage presented, Package and/or Workers' Compensation, will result in Re-pricing of account.
11. Coverage is not bound until confirmation is received from a licensed representative of Public Risk Underwriters.

**ADDITIONAL TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO:**

Quote is subject to receipt of the following information by 11/1/2013:

- Signed Drug Free and Safety Program Applications

## PREMIUM SUMMARY

Named Insured: City of Wildwood

Dates: 10/1/2013 to 10/1/2014

DESCRIPTION OF COVERAGE	PREMIUM
Property	\$114,048.00
Commercial Inland Marine	\$13,521.00
Commercial General Liability	\$39,258.00
Public Official Liability	\$30,364.00
Law Enforcement Liability	\$23,146.00
Crime	\$1,000.00
Commercial Automobile Liability	\$41,927.00
Commercial Automobile Physical Damage	\$21,600.00
<b>Total Estimated Premium</b>	<b>\$284,864.00</b>

Worker's Compensation	\$85,732.00 <del>- 1,400.00</del>
-----------------------	--------------------------------------

# 84,332.00

Preferred Governmental Insurance Trust is not rated by A M Best, and they are not protected by the Florida Guarantee Association in the event it becomes unable to meet its claims payment obligations.

DESCRIPTION OF COVERAGE	12-13 PREMIUM	13-14 PREMIUM
Property	\$112,660.00	\$114,048.00
Commercial Inland Marine	\$13,521.00	\$13,521.00
Commercial General Liability	\$41,737.00	\$39,258.00
Public Official Liability	\$28,046.00	\$30,364.00
Law Enforcement Liability	\$15,178.00	\$23,146.00
Crime	\$1,000.00	\$1,000.00
Commercial Automobile Liability	\$43,708.00	\$41,927.00
Commercial Automobile Physical Damage	\$20,069.00	\$21,600.00
<b>Total Estimated Premium</b>	<b>\$275,919.00</b>	<b>\$284,864.00</b>

Worker's Compensation	\$90,495.00	<del>\$85,732.00</del> <b>\$84,332.00</b>
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TOTAL \$ 369,196<sup>00</sup>



August 15, 2013

Mr. Bill Ed Cannon  
City Manager  
City of Wildwood  
100 N Main Street  
Wildwood, FL 34785

RE: Insurance Program RFP

Dear Ms. Cox:

We appreciate the opportunity to present you with our proposal for your Insurance Program. As always, we welcome the opportunity to meet with you at any time to discuss this matter.

The Florida League of Cities Insurance Program was established in 1977 to provide an affordable insurance alternative for the governmental entities of Florida. Over the years the Florida Municipal Insurance Trust has evolved into one of the largest public entities programs in the United States and is recognized for its outstanding service and broad coverage forms.

The Trust, governed by a board of elected officials, is a non-assessable, non-profit, tax-exempt risk sharing pool. Each year these elected officials approve an actuarially recommended premium structure based on loss experience. The FMIT has superior financial strength presently highlighted by \$453 million in assets, \$216 million in surplus and over 600 members. With over 100 insurance professionals serving the FMIT, we have the resources and the product offering necessary to design a risk management solution to fit the unique coverage issues facing your City.

When examining other insurance markets, it will become obvious that our self-insured group concept is a most attractive insurance alternative. To be certain, the FMIT is highly qualified to meet all your risk management needs. Our expertise in the areas of public entity coverages, coupled with our outstanding claims, loss control, and a nationally recognized fraud (SIU) department translates to considerable service and savings.

Thank you for your time and consideration. We look forward to the chance to meet with you sometime in the near future.

Sincerely,

A handwritten signature in black ink that reads "Andy Hanson".

Andy Hanson  
West Florida Account Executive  
941-744-7889  
ahanson@flcities.com



FLORIDA MUNICIPAL INSURANCE TRUST

COVERAGE PROPOSAL

FOR

## CITY OF WILDWOOD

PROPOSED EFFECTIVE DATE: October 1, 2013

ADMINISTERED AND PREPARED BY:

DEPARTMENT OF INSURANCE AND FINANCIAL SERVICES

OF THE

FLORIDA LEAGUE OF CITIES, INC.

P.O. BOX 530065

ORLANDO, FL 32853-0065

### **"The Florida Municipal Insurance Trust Guarantee"**

*The FMIT will match any competitor's pricing for similar exposures, coverages, terms and conditions contingent on the ability of the competitor to verify that their rates are established by an independent actuary and that their reinsurance structure is currently in place. The competitor's reinsurer must have an AM Best rating of an A X or better.*

A specimen agreement is attached. This proposal contains a brief, general description of coverages. It is not intended to describe or cover all the terms, limits, conditions and exclusions of the agreement.

**The FMIT agreement language will supersede any differences between the agreement and this proposal summary.**



Department of Insurance  
and Financial Services

FLORIDA MUNICIPAL INSURANCE TRUST  
Proposal for 2013-2014

City of Wildwood

REVISED

PROPERTY COVERAGE

Limit

Blanket Real & Personal Property

\$24,397,890

Note: The FMIT will conduct an Asset Valuation for the City at no charge.

Electronic Data Processing:

- Equipment: Included in Contents
- Software: Included in Contents
- Equipment Breakdown: Included in Contents

Coinsurance: Agreed Amount

Values: 100%

Valuation Basis: Replacement Cost

Coverage Form: Special

**Deductibles:** \$1,000 Per Occurrence - Real & Personal Property, Other Property

Named Storm Deductible is 3% of the scheduled Building, Personal Property, Other Property (including property in the open) and Business Income. The percentages calculated using the Schedule of Values on file with FMIT. The Named Storm deductible is calculated separately and applied individually to each Building, Personal Property, Other Property and Business Income. The minimum deductible is 3% of the scheduled value or the stated policy deductible, whichever is greater.

Business Income deductible is 72 hours.

**PROPERTY COVERAGE EXTENSIONS:**

➤ Excess Flood Coverage	\$4,500,000
○ Flood Zones A & V deductible is excess of NFIP	
○ Other Flood Zones - \$100,000 deductible	
➤ Terrorism	\$5,000,000
➤ Unintentional Errors & Omissions	\$250,000
➤ Newly Acquired or Constructed Property	\$2,000,000
➤ Newly Acquired Business Personal Property	\$500,000
➤ Business Income	\$500,000
➤ Extra Expense	\$1,000,000
➤ Valuable Papers & Records	\$500,000
➤ Signs - Not attached to Buildings	\$25,000
○ Vehicular damage to signs	\$10,000 Maximum
➤ Accounts Receivable	\$500,000
➤ Police Dogs & Horses	
○ Death in line of duty	\$15,000
○ Annual Maximum	\$30,000
➤ Electronic Data Processing Equipment (Software)	\$250,000
➤ Antiques & Objects of Art	
○ Per Item	\$15,000
○ Annual Maximum	\$250,000
➤ Off Premises Power Failure	\$100,000
➤ Pollutant Clean Up & Removal	\$100,000
➤ Fungus Clean Up & Removal	\$25,000
➤ Personal Property Off Premises	\$250,000
➤ Personal Property of Others	\$50,000
➤ Preservation of Property	\$100,000
➤ Service Interruption Coverage	\$100,000
➤ Property In Transit	\$250,000
➤ Recertification of Equipment/Fire Extinguisher Recharge	\$250/Day
➤ Debris Removal	25% of Loss
➤ Building Ordinance Coverage, Including Demolition	25% of Loss
➤ Miscellaneous Unscheduled Fixtures	\$25,000/\$100,000
➤ Leasehold interest	\$100,000
➤ Arson Reward	\$5,000



## EQUIPMENT BREAKDOWN COVERAGE

### I. Equipment Breakdown Limits:

Subject to the Real and Personal Property Limit described on Proposal or \$50,000,000, whichever is less.

Property Damage	Subject to the Real and Personal Property Limit described on Proposal or \$50,000,000, whichever is less.
Business Income	Subject to the Business Income Limit described on Proposal
Extra Expense	Subject to the Extra Expense Limit described on Proposal
Expediting Expense	\$250,000
Hazardous Substances	\$100,000
Spoilage	\$250,000
Data Restoration	\$250,000
Service Interruption*	Subject to Business Income, Extra Expense, and Spoilage Limits

### II. Deductible:

Direct Coverages	Subject to the Real and Personal Property deductible shown on Proposal
Indirect Coverages	Subject to the appropriate Time Element deductible shown on Proposal.

### III. Other Conditions

\*Unless the interruption exceeds 24 hours, we will not pay for any loss under Service Interruption.

**GENERAL LIABILITY COVERAGE**

<b>Comprehensive General Liability</b>	<b>Limits</b>
Limit Per Occurrence:	\$1,000,000
Annual Aggregate:	Unlimited
Deductible:	\$0

<b>Public Officials E &amp; O / Employment Practices Liability</b>	<b>Limits</b>
Limit Per Occurrence:	\$1,000,000
Annual Aggregate:	Unlimited
Deductible:	\$0

<b>Police Professional Liability</b>	<b>Limits</b>
Limit Per Occurrence:	\$1,000,000
Annual Aggregate:	Unlimited
Deductible:	\$0

Note: For Members that choose a deductible - Members are **only** responsible for the deductible if a judgment or settlement occurs. Legal expenses are outside the deductible and paid solely by the Trust for General Liability and / or Automobile Liability.

Important Note: The deletion of any of the above coverages does not automatically reduce the premium. These premiums are based on all of the above coverages. Any deletions of coverage will alter the experience modification factor originally used and may result in a higher premium.

**ADDITIONAL BENEFITS:**

- Defense Costs paid in addition to policy limits
- Premises Operations
- Products/Completed Operations
- Contractual Liability (Designated Contracts Only)
- Owners & Contractors' Protective Liability
- Personal Injury Liability
- Host Liquor Liability
- Incidental Medical Malpractice Liability
- Watercraft Liability
- Fire Legal Liability - Maximum \$500,000 in any one Trust Year
- Broad Form Property Damage - Maximum \$500,000 in any one Trust Year
- Advertising Injury Liability
- Skate Facility Liability
- Employment Practices Liability
- Employee Benefits Program Administration Liability
- Extra Contractual Legal Expense - \$100,000 Limit
  - (EEOC, Florida Commission on Human Relations, Ethics, Sunshine Law)
- No-fault Sewer Backup Expense - \$100,000 Limit
- Crisis Intervention
- HR Helpline - Full Legal Support and Online Services
- Bert Harris Act/Inverse Condemnation - \$300,000 Limit. (Higher limits are available.)
- Cyber Coverages including Privacy, Network Security and Data Breach - \$250,000 Annual Aggregate. Claims Made.
- Cyber Risk Management Tools Web Site.

**AUTOMOBILE COVERAGE**

**Limits**

Comprehensive Automobile Liability	\$1,000,000
Deductible:	\$0
Personal Injury Protection	\$10,000
Deductible:	\$0
Medical Payments	\$5,000
Deductible:	\$0
Uninsured Motorists Protection	\$20,000
Deductible:	\$0

**Injured employee cannot collect UM while collecting Workers' Compensation Benefits.**

Automobile Physical Damage

Comprehensive Coverage	\$1,000 Deductible
Collision Coverage	\$1,000 Deductible

**Note: "Vehicles with \$0 value on schedule provided were not included in the quote for APD."**

Coverage Includes:

- Hired & Non-Owned Liability
- Rental Reimbursement - scheduled vehicles
- Lease Differential - scheduled vehicles
- Limited Replacement Cost - owned private passenger vehicles, SUVs, Pickup Trucks
- Member's Personal Effects

Note: For Members that choose a deductible - Members are **only** responsible for the deductible if a judgment or settlement occurs. Legal expenses are outside the deductible and paid solely by the Trust for General Liability and / or Automobile Liability.

**CRIME & BOND COVERAGE**

**Limits**

**Bond Coverage:**

Employee Theft - Per Loss	\$100,000
Deductible:	\$500

Faithful Performance - Per Loss	\$100,000
Deductible:	\$500

Finance Director	\$100,000
Deductible:	\$500

**Crime Coverage:**

Money - Loss Inside	\$100,000
Deductible:	\$500

Robbery or Safe Burglary of Other Property	\$100,000
Deductible:	\$500

Outside the Premises	\$100,000
Deductible:	\$500

Computer Fraud	\$100,000
Deductible:	\$500

Forgery or Alteration	\$100,000
Deductible:	\$500

Funds Transfer Fraud	\$100,000
Deductible:	\$500

Money Orders and Counterfeit Money	\$100,000
Deductible:	\$500

**WORKERS' COMPENSATION PAYROLLS**

	Limit
Workers' Compensation	Statutory
Employers Liability	\$1,000,000 / \$1,000,000 / \$1,000,000

<u>CODE</u>	<u>DESCRIPTION</u>	<u>PAYROLL</u>
5509	STREET OR ROAD MAINTENANCE OR BEAUTIFICATION	372,124
7520	WATERWORKS OPERATION	333,357
7580	SEWAGE DISPOSAL PLANT OPERATION	495,768
7720	POLICE OFFICERS	1,167,126
8810	CLERICAL	976,554
9102	PARK NOC	190,872
TOTAL PAYROLL		\$3,535,801

Deductible:		\$0
Experience Modification Factor:	10/1/2013	0.73
Safety Credit:		Yes
Drug Free Credit:		Yes

Premium calculation includes 5% Drugfree Credit and 2% Safety Credit - Requires receipt of approved applications.

<b>PREMIUM SUMMARY</b>
------------------------

Coverage Line	Annual Premium
Blanket Real & Personal Property	\$46,950
Inland Marine	INCLUDED
Equipment Breakdown Coverage	INCLUDED
Crime & Bond Coverage	INCLUDED
General Liability Coverage	\$25,101
Public Officials E&O / Employment Practices Liability	\$23,864
Police Professional Liability	\$38,489
Automobile Coverage	\$25,226
Workers' Compensation Coverage	\$58,669

<b>Total FMIT Premium</b>	<b>\$218,300</b>
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THE FOLLOWING COVERAGE(S) ARE BILLED SEPARATELY ON AN ANNUAL BASIS AND WILL NOT BE INCLUDED IN THE  
QUARTERLY INSTALLMENT INVOICE FOR THE FMIT:

<u>Statutory Accidental Death and Dismemberment:</u>	To Be Determined	
<u>Pollution Legal Liability:</u>		\$5,141
<u>Petroleum Storage Tank Liability:</u>	To Be Determined	

<b>GRAND TOTAL PREMIUM</b>	<b>\$223,441</b>
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<p>Note: Coverage summaries provided herein are intended as an outline of coverage only and are necessarily brief. In the event of loss, all terms, conditions, and exclusions of actual Agreement and/or Policies will apply.</p>
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<b>INTEREST FREE INSTALLMENT PLAN</b>
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<u>First Installment</u>	<u>Second Installment</u>	<u>Third Installment</u>	<u>Fourth Installment</u>
25% minimum due	25% minimum due	25% minimum due	25% minimum due
October 1, 2013	January 1, 2014	April 1, 2014	July 1, 2014

Payment will be forwarded to the Florida League of Cities in Tallahassee

OPTIONAL PRIOR ACTS COVERAGE

	<u>DEDUCTIBLE</u>	<u>LIMIT</u>	<u>NET PREMIUM</u>
- Public Officials E & O Prior Acts Coverage			
Retroactive Date:      October 1, 2009	*	\$1,000,000	\$14,699

**Note: This premium is in addition to the Total FMIT Premium shown.**

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**Prior Acts**

Coverage for prior acts is retroactively extended for claims that occurred but were not reported to the designated member or to the Florida Municipal Insurance Trust until the effective date of coverage, whether or not reported to the prior insurer. No coverage will be provided for any occurrence that may cause a potential claim that the insured was aware of prior to the effective date of this endorsement and which was not reported to the prior insurer.

This Prior Acts Coverage will be cancelled automatically if the member's liability coverage through the Trust is cancelled or not continuously renewed for a period through and including the number of years provided under the retroactive date shown above.

\* The deductible is \$10,000 or the policy deductible, whichever is greater.

STATUTORY AD&D

**\*\*QUOTE CAN BE CONSIDERED WITH A COMPLETED, SIGNED AND DATED AGENT OF RECORD /  
BROKER OF RECORD LETTER ON MUNICIPALITY LETTERHEAD. CONSIDERATION WILL NEED TO  
BE APPROVED BY THE STATUTORY ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE  
CARRIER.\*\***

NAME: City of Wildwood

INSURER: ACE American Insurance Company

POLICY PERIOD: One Year from Inception

LIMIT OF LIABILITY: To Be Determined

PERSONS COVERED: To Be Determined

PREMIUM: To Be Determined

**POLLUTION AND REMEDIATION LEGAL LIABILITY COVERAGE QUOTATION  
(NON-PETROLEUM STORAGE TANK LIABILITY / REMEDIATION COVERAGE)**

**CLAIMS MADE**

**\*\*PREMIUM SUBJECT TO COMPLETED AND SIGNED APPLICATION RECEIVED AND REVIEWED BY UNDERWRITING\*\***

Quote For: City of Wildwood  
 Insurer: Chartis Specialty Insurance Company  
 AM Best rated A XV; Non-admitted in Florida

Coverage: Coverage A: On-Site Clean-Up of Pollution Conditions  
 Coverage B: Legal Liability for Pollution Conditions

Operations Included: 4 – Water Wells  
 1 – Water Treatment Plants  
 1 – Wastewater Treatment Plants  
 38 – Pumps / Lift Stations  
 1 – Maintenance Facilities

Optional Coverage:  
 1 – City / Town / Village Halls  
 1 – Libraries  
 3 – Community / Recreation / Senior Centers

- A. Limit of Liability: Each Loss, Remediation Expense or Legal Defense Expense \$1,000,000.00
- B. Limit of Liability: Total All Losses Remediation Expense or Legal Defense Expense \$1,000,000.00
- C. Retention: Each Loss, Remediation Expense or Legal Defense Expense \$10,000.00
- D. Proposed Effective Date: 10/1/2013 TO 10/1/2014
- E. Retroactive Date: Same as Inception
- F. Conditions / Coverage Features: Total Terrorism included.  
 Mold, Fungus, Mildew, Legionnaires' Disease: \$250,000 limit for scheduled locations.  
 Emergency Response Cost: \$250,000 limit within 96 hours of spill. Written DEP notice not required if within 96 hours.  
 Medical Monitoring included for Bodily Injury Claims.  
 Non-owned waste disposal sites included.  
 Transportation of waste including contracted transportation.  
 Contracting Operations included.  
 Storage Tank Unknown to Insured included.  
 Intentional Noncompliance Exclusion waived.  
 Crisis Response and Crisis Management included.  
 This quote expires: **10/1/2013**  
 Require completed and signed application prior to binding.  
 Other terms, conditions and exclusions as described in policy.
- G. Annual Premium: \$5,075.00  
 Plus 1.3% Florida Hurricane CAT Fund Surcharge: \$65.98  
**Total Annual Premium without Optional Coverage: \$5,141.00**  
  
 Annual Premium: \$5,075.00  
 Optional Coverage: \$3,550.00  
 Plus 1.3% Florida Hurricane CAT Fund Surcharge: \$112.13  
**Total Annual Premium with Optional Coverage: \$8,738.00**

**PETROLEUM STORAGE TANK LIABILITY, CORRECTIVE ACTION AND  
CLEAN-UP COSTS COVERAGE**

**\*\*QUOTE CAN BE CONSIDERED WITH A COMPLETED, SIGNED AND DATED AGENT OF  
RECORD / BROKER OF RECORD LETTER ON MUNICIPALITY LETTERHEAD.  
CONSIDERATION WILL NEED TO BE APPROVED BY THE STORAGE TANK LIABILITY  
INSURANCE CARRIER.\*\***

NAME: City of Wildwood

INSURER: Commerce and Industry Insurance Company

POLICY PERIOD: 3/3/2013 – 3/3/2014

LIMIT OF LIABILITY: \$1,000,000 / \$1,000,000

DEDUCTIBLE: \$5,000

PREMIUM: To Be Determined

To Be Determined (Additional premium for Terrorism Risk Insurance  
Act)

No midterm credit for tank upgrade or removal.

**THIS POLICY IS WRITTEN ON A CLAIMS MADE FORMAT. PRIOR ACTS COVERAGE IS NOT OFFERED.**

The coverage available through Commerce and Industry Insurance Company will be for liability for bodily injury and property damage to third-parties and corrective action as a result of an incident of inland contamination as defined by Florida Statute. Coverage will be for scheduled tanks at scheduled sites only. This policy is subject to a retroactive date which bars coverage for conditions existing prior to the inception of the policy.

**GENERAL FUND REVENUES  
BUDGET ANALYSIS REPORT  
FOR THE MONTH ENDED AUGUST, 2013  
FY 2012-2013**

ITEM	BUDGETED	ACTUAL	DIFFERENCE	% COLLECTED
InterFund Transfers- Industrial Park	\$ 10,000.00	\$ 10,000.00	\$ -	100.00%
InterFund Transfers-Enterprise Fund	\$ 350,000.00	\$ -	\$ 350,000.00	0.00%
State Revenue Sharing-State(Intergovt)	\$ 176,024.00	\$ 150,177.35	\$ 25,846.65	85.32%
Local Option Gas Tax-State(Intergovt)	\$ 304,003.00	\$ 251,403.27	\$ 52,599.73	82.70%
.01 Infrastructure Surtax-State ( Intergovt)	\$ 686,703.00	\$ 647,474.31	\$ 39,228.69	94.29%
State Sales Tax-(Intergovt)	\$ 388,648.00	\$ 344,401.90	\$ 44,246.10	88.62%
County Motor Fuel Tax(9th cent) (Intergovt)	\$ 48,000.00	\$ 39,971.63	\$ 8,028.37	83.27%
State Beverage Licenses	\$ 2,451.00	\$ 3,667.30	\$ (1,216.30)	149.62%
Mobile Home Licenses-State (Intergovt)	\$ 14,192.00	\$ 13,621.81	\$ 570.19	95.98%
Ad Valorem Taxes-Wildwood	\$ 1,533,344.00	\$ 1,378,367.17	\$ 154,976.83	89.89%
Ad Valorem Taxes- CRA District-City	\$ 68,950.00	\$ 68,950.00	\$ -	100.00%
Ad Valorem Taxes-CRA District-County	\$ 101,992.00	\$ 107,539.00	\$ (5,547.00)	105.44%
Utility Tax- Water Sales- City	\$ 33,500.00	\$ 32,257.28	\$ 1,242.72	96.29%
Utility Tax- Villages 5% Water Utility & Central	\$ 160,000.00	\$ 159,843.43	\$ 156.57	99.90%
Utility Tax-Electric/Gas	\$ 250,000.00	\$ 403,695.12	\$ (153,695.12)	161.48%
Telecommunications (Communications Services) (Intergovt)	\$ 221,118.00	\$ 177,756.74	\$ 43,361.26	80.39%
Franchise Taxes-Electric (Progress Energy)	\$ 346,000.00	\$ 305,717.09	\$ 40,282.91	88.36%
Franchise Taxes-Electric (SECO)	\$ 100,000.00	\$ 108,389.64	\$ (8,389.64)	108.39%
Franchises Taxes- Refuse Service (Waste Mgmt)	\$ 90,000.00	\$ 85,058.42	\$ 4,941.58	94.51%
Franchise Taxes- Natural Gas (TECO)	\$ 5,000.00	\$ 3,065.05	\$ 1,934.95	61.30%
Interest Income	\$ 2,000.00	\$ 2,078.35	\$ (78.35)	103.92%
Community Development Services	\$ 75,000.00	\$ 143,970.25	\$ (68,970.25)	191.96%
Second Dollar Fees- Police	\$ 2,000.00	\$ 1,712.27	\$ 287.73	85.61%
Fines & Forfeitures- Police	\$ 54,000.00	\$ 29,761.40	\$ 24,238.60	55.11%
Code Enforcement	\$ -	\$ 1,050.73	\$ (1,050.73)	0.00%
Community Center Rental	\$ 30,000.00	\$ 38,093.67	\$ (8,093.67)	126.98%
Community Center Reservation Fees	\$ 1,450.00	\$ 1,778.45	\$ (328.45)	122.65%
Miscellaneous General Fund	\$ 20,000.00	\$ 41,723.48	\$ (21,723.48)	208.62%
Summer Camp Registrations	\$ 20,000.00	\$ -	\$ 20,000.00	0.00%
Dixie Youth Baseball Registration Fees	\$ 1,425.00	\$ 1,075.00	\$ 350.00	75.44%
Life Flight- MEDIVAC LEASE	\$ 12,000.00	\$ 11,000.00	\$ 1,000.00	91.67%
Jackson Street Lease	\$ -	\$ 2,000.00	\$ (2,000.00)	0.00%
Auction Proceeds	\$ -	\$ 16,033.78	\$ (16,033.78)	
ADT, LLC Donation	\$ -	\$ 5,000.00	\$ (5,000.00)	
Misc. Grants / Vest	\$ -	\$ 2,078.98	\$ (2,078.98)	
Fuel Tax Refunds -State	\$ 6,200.00	\$ 7,180.98	\$ (980.98)	115.82%
USDA Police Vehicle Grant-2010-2011	\$ -	\$ -	\$ -	0.00%
USDA Police Vehicle Grant-2011-2012	\$ 83,000.00	\$ 79,496.93	\$ 3,503.07	95.78%
Police User Fees	\$ -	\$ -	\$ -	0.00%
The Villages Amended Agreement - 2007	\$ 45,000.00	\$ 45,000.00	\$ -	100.00%
City Occupational Licenses	\$ -	\$ -	\$ -	0.00%
CRA Administration Costs	\$ 19,297.00	\$ -	\$ 19,297.00	0.00%
Growers Market	\$ 9,000.00	\$ 218.00	\$ 8,782.00	2.42%
Park's & Recreation Activities	\$ 13,500.00	\$ 8,782.20	\$ 4,717.80	65.05%
Sumter County Dispatch Compensation	\$ 100,000.00	\$ 100,000.00	\$ -	100.00%
Administrative Building Services- Sumter County	\$ 60,000.00	\$ 53,003.20	\$ 6,996.80	88.34%
FDOT Lighting Agreement	\$ 11,249.00	\$ -	\$ 11,249.00	0.00%
FDOT Maintenance Agreement	\$ 6,400.00	\$ -	\$ 6,400.00	0.00%
CDBG Grant- State	\$ -	\$ 171,835.52	\$ (171,835.52)	0.00%
Police Impact Fees	\$ 10,000.00	\$ 145,068.14	\$ (135,068.14)	1450.68%
Parks & Recreation Impact Fees	\$ 10,000.00	\$ 12,943.76	\$ (2,943.76)	129.44%
Cash Forward- General Fund	\$ 425,000.00	\$ -	\$ 425,000.00	0.00%
Cash Forward- CRA Districts	\$ 28,257.00	\$ -	\$ 28,257.00	0.00%
	\$ -	\$ -	\$ -	0.00%
<b>TOTAL GENERAL FUND REVENUES</b>	<b>\$ 5,934,703.00</b>	<b>\$ 5,212,241.60</b>	<b>\$ 722,461.40</b>	<b>87.83%</b>



**ENTERPRISE FUND REVENUE  
BUDGET ANALYSIS REPORT  
FOR THE MONTH ENDED AUGUST, 2013  
FY 2012-2013**

ITEM	BUDGETED	ACTUAL	DIFFERENCE	% COLLECTED
Water Operational	\$ 1,420,545.00	\$ 1,370,942.24	\$ 49,602.76	96.51%
Water Connection Fees	\$ 141,229.00	\$ 74,211.20	\$ 67,017.80	52.55%
Water TIE Fees	\$ 2,446.00	\$ 57,884.06	\$ (55,438.06)	2366.48%
Water Meter Installs	\$ 24,000.00	\$ 30,633.36	\$ (6,633.36)	127.64%
Water - Miscellaneous (on/off)	\$ 23,000.00	\$ 29,678.65	\$ (6,678.65)	129.04%
Water Income - Other	\$ 7,500.00	\$ 23,917.70	\$ (16,417.70)	318.90%
Wastewater Operational	\$ 2,340,844.00	\$ 2,248,175.81	\$ 92,668.19	96.04%
Wastewater Connection Fees	\$ 109,052.00	\$ 143,597.75	\$ (34,545.75)	131.68%
Wastewater TIE Fees	\$ 3,200.00	\$ 82,124.38	\$ (78,924.38)	2566.39%
Wastewater - Other Miscellaneous	\$ 14,100.00	\$ 2,907.97	\$ 11,192.03	20.62%
Wastewater TSS/COD	\$ 700,523.00	\$ 638,182.27	\$ 62,340.73	91.10%
Reuse Water Operations	\$ 53,427.00	\$ 44,984.50	\$ 8,442.50	84.20%
Interest Income	\$ 1,450.00	\$ 2,175.52	\$ (725.52)	150.04%
Word Property - Grant Feasibility Services	\$ -	\$ -	\$ -	0.00%
Turtle Mount Land Lease-Tower Site	\$ 12,000.00	\$ 12,000.00	\$ -	0.00%
Police User Fees- Clearing Acct	\$ -	\$ -	\$ -	0.00%
Water-Sewer - Cash Brought Forward	\$ 329,948.00	\$ -	\$ 329,948.00	0.00%
<b>Total - Enterprise Fund Revenues</b>	<b>\$ 5,183,264.00</b>	<b>\$ 4,761,415.41</b>	<b>\$ 421,848.59</b>	<b>91.86%</b>
Greenwood Cemetery Revenues	\$ 5,300.00	\$ 3,587.81	\$ 1,712.19	67.69%
Greenwood Cemetery - Cash Forward	\$ 7,500.00	\$ -	\$ 7,500.00	0.00%
<b>Total - Cemetery Fund Revenues</b>	<b>\$ 12,800.00</b>	<b>\$ 3,587.81</b>	<b>\$ 9,212.19</b>	<b>28.03%</b>
Industrial Park - MISCELLANEOUS	\$ 325.00	\$ 80.98	\$ 244.02	24.92%
Industrial Park - Cash Forward	\$ 10,950.00	\$ -	\$ 10,950.00	0.00%
<b>Total - Industrial Park Fund Revenues</b>	<b>\$ 11,275.00</b>	<b>\$ 80.98</b>	<b>\$ 11,194.02</b>	<b>1%</b>
<b>TOTAL- ALL ENTERPRISE OPERATIONS</b>	<b>\$ 5,207,339.00</b>	<b>\$ 4,765,084.20</b>	<b>\$ 442,254.80</b>	

**ENTERPRISE FUND EXPENDITURES  
BUDGET ANALYSIS REPORT  
FOR THE MONTH ENDED AUGUST, 2013  
FY 2012-2013**

ENTERPRISE FUND DEPARTMENTS	BUDGETED	ACTUAL	DIFFERENCE	% EXPENDED
PHYSICAL ENVIRONMENT ADMINISTRATION	\$ 492,367.00	\$ 404,605.37	\$ 87,761.63	82.18%
WATER DEPARTMENT	\$ -	\$ -	\$ -	0.00%
WASTEWATER DEPARTMENT	\$ -	\$ -	\$ -	0.00%
UTILITIES DEPARTMENT	\$ 2,443,357.00	\$ 2,228,822.14	\$ 214,534.86	91.22%
INDUSTRIAL PARK	\$ 1,275.00	\$ 219.08	\$ 1,055.92	17.18%
GREENWOOD CEMETERY	\$ 8,225.00	\$ 1,127.30	\$ 7,097.70	13.71%
<b>TOTAL - OPERATING EXPENDITURES</b>	<b>\$ 2,945,224.00</b>	<b>\$ 2,634,773.89</b>	<b>\$ 310,450.11</b>	<b>89.46%</b>
NOTES:				
TRANSFERS	BUDGETED	ACTUAL	DIFFERENCE	% EXPENDED
W/S TO GENERAL	\$ 350,000.00	\$ -	\$ 350,000.00	0.00%
IND. PARK TO GENERAL	\$ 10,000.00	\$ 10,000.00	\$ -	100.00%
<b>TOTAL TRANSFERS</b>	<b>\$ 360,000.00</b>	<b>\$ 10,000.00</b>	<b>\$ 350,000.00</b>	<b>2.78%</b>
DEBT SERVICE	BUDGETED	ACTUAL	DIFFERENCE	% EXPENDED
CHAMPAGNE FARMS - PRINCIPAL	\$ 74,108.00	\$ 74,107.90	\$ 0.10	100.00%
CHAMPAGNE FARMS - INTEREST	\$ 27,692.00	\$ 27,692.30	\$ (0.30)	100.00%
1994 SRF LOAN	\$ 178,555.00	\$ 176,272.45	\$ 2,282.55	98.72%
INT EXP-SRF LOAN 1 (1994)	\$ 10,640.00	\$ 12,922.49	\$ (2,282.49)	121.45%
1996 SRF LOAN	\$ 231,589.00	\$ 237,862.10	\$ (6,273.10)	102.71%
INT EXP-SRF LOAN 1 (1996)	\$ 38,474.00	\$ 32,200.52	\$ 6,273.48	83.69%
2007 SRF LOAN	\$ 277,106.00	\$ 277,105.62	\$ 0.38	100.00%
INT EXP-SRF LOAN 1 (2007)	\$ 102,809.00	\$ 102,809.26	\$ (0.26)	100.00%
			\$ -	
<b>TOTAL - DEBT SERVICE</b>	<b>\$ 940,973.00</b>	<b>\$ 940,972.64</b>	<b>\$ 0.36</b>	<b>100.00%</b>
CONTINGENCIES	BUDGETED	ACTUAL	DIFFERENCE	% EXPENDED
GREENWOOD CEMETERY	\$ 4,575.00	\$ -	\$ 4,575.00	0.00%
WATER/SEWER ENTERPRISE FUND	\$ 518,067.00	\$ -	\$ 518,067.00	0.00%
INDUSTRIAL PARK	\$ -	\$ -	\$ -	0.00%
	\$ -	\$ -	\$ -	0.00%
<b>TOTAL - CONTINGENCIES</b>	<b>\$ 522,642.00</b>	<b>\$ -</b>	<b>\$ 522,642.00</b>	<b>0.00%</b>
SPECIAL PROJECTS	BUDGETED	ACTUAL	DIFFERENCE	% EXPENDED
GREENWOOD CEMETERY	\$ -	\$ -	\$ -	0.00%
CAPITAL IMPROVEMENTS-OTHER	\$ -	\$ -	\$ -	0.00%
WATER/WASTEWATER TIE FEE PROJECTS	\$ 100,000.00	\$ 8,287.11	\$ -	0.00%
FACILITY UPGRADES-WATER & SEWER	\$ 338,500.00	\$ 115,493.52	\$ -	0.00%
	\$ -	\$ -	\$ -	0.00%
	\$ -	\$ -	\$ -	0.00%
<b>TOTAL - SPECIAL PROJECTS</b>	<b>\$ 438,500.00</b>	<b>\$ 123,780.63</b>	<b>\$ 314,719.37</b>	<b>0.00%</b>
<b>TOTAL - ENTERPRISE FUND EXPENDITURES</b>	<b>\$ 5,207,339.00</b>	<b>\$ 3,709,527.16</b>	<b>\$ 1,497,811.84</b>	<b>71.24%</b>



**CONTRACT AMENDMENT #4**  
**September 19, 2013**

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the CONSULTANT or Kimley-Horn) , and the City of Wildwood (the CITY) in accordance with the terms of the Professional Services Agreement dated January 7, 2009, which is incorporated herein by reference.

**BACKGROUND INFORMATION**

1. Kimley-Horn provides professional consulting services to the CITY under an Agreement for Professional Services (the "Agreement"), dated January 7, 2009.
2. The Agreement provides a term of three years from the date of execution, with the City retaining the option to renew the Agreement for additional one year periods.
3. The Agreement was renewed on October 10, 2011 (Amendment #1).
4. The Agreement was amended on February 27, 2012 to include Environmental Engineering Services under the terms of the original Agreement (Amendment #2).
5. The Agreement was amended on October 1, 2012 (Amendment #3) and is currently valid through October 1, 2013.

**SCOPE OF SERVICES**

The Agreement is hereby amended as follows:

1. The terms of the original Agreement shall be extended for a one year period from the date of execution of this contract amendment.
2. The CITY shall compensate the CONSULTANT for their services on a task order basis for a negotiated lump sum, or at the rate schedule identified on the attached EXHIBIT "A".
3. All other terms and conditions of the original Agreement shall remain in full force.

ACCEPTED:

THE CITY OF WILDWOOD, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: \_\_\_\_\_

BY:  \_\_\_\_\_

Richard V. Busche, PE

TITLE: \_\_\_\_\_

TITLE: Vice President \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: September 19, 2013 \_\_\_\_\_

Attachment: Exhibit A

**EXHIBIT 'A'****CITY OF WILDWOOD, FLORIDA  
KIMLEY-HORN AND ASSOCIATES, INC.****2013/2014 BILLING RATE SCHEDULE  
(Subject to change annually on January 1<sup>st</sup>)**

<u>Category</u>	<u>Hourly Rate</u>
Clerical Support Staff	\$50.00
Project Engineer/Technical Support Staff	\$80.00
CAD Technician	\$85.00
Professional	\$110.00
Senior Technical Professional	\$120.00
Senior Professional	\$155.00
Principal	\$175.00

*An amount equal to 4.5% of labor charges will be added to each invoice to cover certain other expenses such as in-house duplicating, local mileage, telephone calls, facsimiles, postage, and word processing computer time.*

**CITY COMMISSION OF THE CITY OF WILDWOOD**

**EXECUTIVE SUMMARY**

**SUBJECT:** Community Center Floor wax/scrubber machine  
**REQUESTED ACTION:** Commission Approval

Work Session (Report Only)      **DATE OF MEETING:** 9/24/13  
 Regular Meeting                       Special Meeting

**CONTRACT:**     N/A                                      Vendor/Entity: \_\_\_\_\_  
Effective Date: \_\_\_\_\_                      Termination Date: \_\_\_\_\_  
Managing Division / Dept: \_\_\_\_\_

**BUDGET IMPACT:**                      N/A

Annual                      **FUNDING SOURCE:** \_\_\_\_\_  
 Capital                      **EXPENDITURE ACCOUNT:** \_\_\_\_\_  
 N/A

**HISTORY/FACTS/ISSUES:**

Mayor and Commission,

The current community center floor machine is inoperable. \$1200 was recently spent on repairing the machine a few months back, and it has failed once again. Parks and Recreation is asking to purchase a new machine with a price of \$3,696.00 using money that is still available in the current community center budget. There is money still available in the operating budget of the community center. A machine will need to be placed quickly as there are weekly rentals in the community center.

-Board approval

Jenny Hudson  
Parks and Recreation Coordinator



# Fang™ 20

## 20" Pad-Assist Automatic Scrubber



### STANDARD FEATURES:

#### SIMPLE

- Easy-to-use, fingertip controls
- On-board battery charger
- Parabolic squeegee for easy and complete solution pick-up
- Free online training video shows use and care of scrubber for optimal performance

#### RUGGED

- 12-year housing warranty
- 5-year warranty on motors
- Heavy-duty, cast aluminum squeegee assembly
- Engineered to withstand heavy, daily use in commercial applications such as schools, office buildings, and medical facilities

#### AFFORDABLE

- Best value in the industry
- Charger, pad driver, and squeegee assembly included
- High cleaning productivity rate
- Extra set of squeegee blades included and stored on-board
- Backed by the most extensive, hassle-free warranty in the business

### TECHNICAL SPECIFICATIONS:

FANG20 SPECS	USA	Metric
Cleaning Path	20 in	50.8 cm
Solution Tank	18 gal	49.2 ltr
Recovery Tank	15 gal	56.8 ltr
Pad Size	20 in	50.8 cm
Pad Pressure	50 lbs	22.6 kg
Squeegee, Easy to Remove	28 in	71 cm
Cleaning Productivity (Max)	21,000 ft <sup>2</sup> /hr	1,951 m <sup>2</sup> /hr
Drive System	Pad-assist drive	Pad-assist drive
Wheels, Non-marking Grey	(2) 8 in	(2) 20.3 cm
Brush Motor, rpm Speed	75 hp, 200 rpm	55 kW, 200 rpm
Vacuum Motor, Waterlift	2-stage, 55 in waterlift	2-stage, 139.7 cm waterlift
Optional 130 Batteries	Two 12V, 130 amp/hr	Two 12V, 130 amp/hr
Optional 105 Batteries	Two 12V, 105 amp/hr	Two 12V, 105 amp/hr
Charger, On-board	9 amp	9 amp
Run Time per Charge	Approx. 3-3.5 hrs	Approx. 3-3.5 hrs
Weight without Batteries	210 lbs	95 kg
Ship Weight w/o Batteries	320 lbs	147 kg
Dimensions (L x W x H)	53.5 in x 22 in x 38.5 in	136 cm x 56 cm x 98 cm

Manuals, parts, and videos may be viewed online at [www.usviper.com](http://www.usviper.com)



Specifications are subject to change without notice.

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SC450™

Battery Operated Scrubber



Advance

FACT SHEET



#### DEPENDABLE, EASY-TO-USE SCRUBBER SOLUTION SIMPLIFIES CLEANING OPERATION WHILE MAXIMIZING THE BOTTOM LINE

The Advance SC450™ automatic scrubber provides simple, cost-effective performance for daily scrubbing needs. With reliable operation, high productivity and low maintenance—all at a budget-friendly value—this contractor-grade machine is designed to satisfy a wide range of applications. The 10.5 gallon SC450 features a 20 inch scrub path to accommodate both small and large jobs. From hospitals and schools to manufacturing facilities and warehouses, the SC450 provides the flexibility needed for today's hardworking contractor.

#### EFFORTLESS OPERATION

Designed with simple and intuitive controls, the SC450 ensures easy operator training. A unique two-button control panel allows users to quickly switch between scrub and vacuum functions. For enhanced ease-of-use, the vacuum motor automatically shuts off when the tank is full to prevent overflow, while the brushes and water turn off while the machine is in neutral. A safety on/off switch is located on the handle for operator convenience, enabling a quick shut down if needed. The pad-assist machine also minimizes operator labor, easily pulling the machine across the floor during operation.

#### EASY MAINTENANCE

Featuring open access to all critical machine components, the SC450 provides easy maintenance. A large, 11.9 gallon recovery tank can be simply lifted to inspect and clean tank access to float shut-off. The squeegee blade can be easily removed or rotated without the use of tools.

#### SUSTAINABLE CLEANING SOLUTION

Operating at a sound level of only 68 dB A, the SC450 meets LEED-EB and GS-42 noise standards—allowing for daytime cleaning or cleaning of noise-sensitive areas. Solution Control™ calibrates the machine's solution flow, which enables users to meet green cleaning requirements by minimizing the use of water and detergent. The SC450 is also available with maintenance-free AGM batteries, eliminating safety concerns associated with traditional wet-acid batteries.

#### OPTIONAL ACCESSORIES

- Squeegee Blade Kits
- Integrated Solution Fill Hose
- Wet Pick Up Kit
- Scrub & Vac Kit
- 20 inch (51 cm) Disc Deck Kit Complete with Squeegee
- Battery Watering Can with Automatic Shut-off, 2 quart (1.9 L)
- Roto-mold Wipe on Tank Protectant, 1 quart (.9 L) Bottle
- Multiple Brushes Available
- Short-trim Pad Holder with Pad Retainer
- Bristle Splash Skirt

#### TYPICAL APPLICATIONS INCLUDE

- Hospitals/Healthcare Facilities
- Schools and Universities
- Churches and Religious Facilities
- Hotels
- Commercial Cleaning
- Manufacturing Facilities
- Distribution/Warehouse
- Government Buildings and Installations
- Airports, Train Stations and Bus Depots
- Casinos
- Office Buildings
- Health Clubs

#### PRODUCTIVITY

The Advance SC450™ is the ultimate contractor-grade machine. With simple, reliable performance, less maintenance and endless flexibility, the SC450 ensures superior cleaning results—all while remaining within your maintenance budget.



# Advance SC450™

## Battery Operated Scrubber



Easy-to-use control panel allows operators to operate the SC450™ by only using two buttons and a switch.



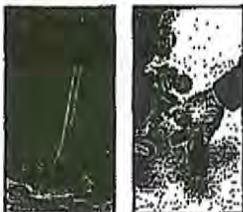
Adjustable machine deck provides increased down pressure to optimize scrubbing for heavy-duty applications.



Large recovery tank with easy access allows easy inspection and cleaning.



The SC450™ tips back with minimal pressure required for efficient transportation.



Solution drain hose also functions as the solution level indicator while large recovery drain hose offers soft, squeezable section to enable manual flow control.

Wrap-around ergonomic handle system provides operator comfort

Easy-to-access, 11.9 gallon recovery tank allows for simple cleanup

Front fill, 10.5 gallon solution tank

Variable pad driven assistance

Edge guide enables easy wall cleaning



Safety on/off switch is located on the handle for operator convenience

Center-pivot designed squeegees provide 100% water pickup on turns

Non-marking rear wheels for maneuverability

### Defining Cleaning Innovation...

Our products are designed using innovative technology that increases productivity and drives down the cost to clean. You can get expert service and maintenance for your Advance machines from factory-trained personnel around the world. Fast parts delivery, too. Maintain peak performance with Nilfisk-Genuine OEM Parts.

**Nilfisk** - Genuine OEM Parts

## Technical Specifications

Model	SC450™
Mix Speed	3 mph (4.83 kph)
Voltage	24 V
IP Protection Class	IPX4
Insulation Class	
Brush Motor	480 W
Vacuum Motor Power	330 W
Airflow	36 L/Sec
Vacuum	1,200 MPA
Sound Pressure Level	68 dB(A)
Maximum Run Time	140 min
Productivity Rate Theoretical / Actual	15,748 ft <sup>2</sup> / 7,308 ft <sup>2</sup>
Scrubbing Width	20 in (50.8 cm)
Min. Turn-around Aisle Width	46 in (116.8 cm)
Water Flow	0.105 - 0.422
Solution Tank	10.5 gal (39.75 L)
Recovery Tank	11.9 gal (45.05 L)
Squeegee Width	30 in (76.2 cm)
Brush Pressure	66 lb (29.94 kg)
Brush Speed	154 RPM
Brush Size	11.20 in (50.8 cm)
Dimensions (L x W x H)	46.2 in x 22 in x 38.6 in (117.35 cm x 55.88 cm x 98.04 cm)
Battery Compartment Size (L x W x H)	13.7 x 13.7 x 11.8 in (34.80 cm x 34.80 cm x 29.97 cm)
Weight without Batteries	167 lb (75.75 kg)
Weight with Batteries	285 lb (129.27 kg)
Part Number	56293128 - with 105 Ah wet batteries, two each 56383129 - with 98 Ah maint-free (gel) batteries, two each

Specifications are subject to change without notice.



14800 21st Avenue North  
Plymouth, MN 55447-3408  
www.advance-us.com  
Phone: 800-850-5559  
Fax: 800-989-6566

240 Superior Boulevard  
Mississauga, Ontario, Canada L5T 2L2  
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Phone: 905-564-1149 or 800-888-8400  
Fax: 905-564-1030 or 800-263-6111



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**CITY COMMISSION OF THE CITY OF WILDWOOD**

**EXECUTIVE SUMMARY**

**SUBJECT:** Purchase Falcon Rapid ID Scanners

**REQUESTED ACTION:**

Work Session (Report Only)  
 Regular Meeting

**DATE OF MEETING:** September 24, 2013  
 Special Meeting

**CONTRACT:**

N/A  
Effective Date: \_\_\_\_\_  
Managing Division / Dept: \_\_\_\_\_

Vendor/Entity: \_\_\_\_\_  
Termination Date: \_\_\_\_\_

**BUDGET IMPACT:** \$10,445.00 (Impact Fees)

Annual  
 Capital  
 N/A

**FUNDING SOURCE:** Impact Fees  
**EXPENDITURE ACCOUNT:** 521.0635

**HISTORY/FACTS/ISSUES:**

Mayor and Commission,

As you are aware, identification and apprehension of subjects who are wanted is a high priority and one of the most difficult tasks Law Enforcement performs. With the City expansion, it makes it impossible to go to the police department, in an attempt to identify a subject. The Florida Department of Law Enforcement has been leading an effort in this area. For the past several years they have develop, tested and utilizing a way to obtain a subject's identity on the roadside, without being intrusive or time consuming. Over a year ago Wildwood Police Department was selected to test a unit, enabling the officer to simply have a subject place two fingers on an electronic scanner and within minutes identify the individuals. Subjects who have warrants for their arrest generally lie about their identity in an effort to elude arrest. Sgt. O'Neill utilized the test unit and apprehended a subject wanted out of Marion County who gave a false name. Recently, there was a news story where a Trooper identified and apprehended a Wanted Child molester using the Rapid ID system. At some, point I would like every officer to have a unit, but for now, I want to order one for each road patrol supervisor, (five devices).

Due to the limited F.D.L.E. authorized vendors; I was only able to obtain quotes from DataWorks Plus (\$10,445.00) and Crossmatch (\$10,997.00). Requesting to purchase from the lower bid, being DataWorks Plus.

E.W. Reeser, Chief



### 3.0 Configuration and Price Schedule

FDLE FALCON RID Device(s)	Qty	Unit Cost	Total Price
<b>FALCON Rapid ID Edge Device Software with Cogent BlueCheck Finger Scanner</b>  <b>State Contract Model Number: RAPID-CT-BC</b> <ul style="list-style-type: none"> <li>• DataWorks Plus Edge Device Software</li> <li>• Cogent Bluetooth Wireless Single Fingerprint Scanner (500dpi) Version II U (Capacitive Scanner with display screen)</li> <li>• USB Cable</li> <li>• Wall Charger</li> <li>• Belt Case</li> <li>• System Administrator Documentation</li> <li>• User Documentation</li> </ul>	5	\$2,039.00	\$10,195.00
			
<b>USB Blue Tooth Adapter</b>	5	\$50.00	\$250.00
<b>Professional Services:</b> <ul style="list-style-type: none"> <li>• Project Management</li> <li>• Delivery</li> <li>• <b>Two Year Warranty Standard Warranty</b></li> </ul> <p><b>NOTE: Customer is responsible for installing the Wireless Fingerprint Scanners and providing user training.</b></p>	1	Included	Included
<b>TOTAL</b>			<b>\$10,445.00</b>

**Payment Terms:**

- 100% due at delivery
- Net 45

**System Prices DO NOT INCLUDE:**

- Customer provided workstations for RapidID device. Must have an available USB 2.0 slot.
- Optional Black Berry Smart Phone Software License. Price \$175.00 per unit. This option pairs the BlueCheck fingerprint scanner with a Black Berry cell phone. RapidID responses are viewed on the Black Berry phone.

- DataWorks Plus technology uses the existing Agency Network. Networking will be the responsibility of your agency.
- Installation and end user training for the RapidID Single Fingerprint Scanners.
- Customer provided hardware and software for network connectivity to each workstation and to FDLE.
- Data Encryption Certificates to meet FBI CJIS Requirements

## Warranty and Maintenance

The RapidID devices come with a two year standard warranty (Monday through Friday, 8:00am to 5:00pm Eastern time zone). Following the warranty period, a maintenance contract can be purchased. A standard maintenance contract can be purchased for 12% of the sales price detailed in this proposal. A twenty-four by seven (24/7) maintenance contract can be purchased for 14% of the sales price detailed in this proposal.

If an agency wants to upgrade the two year standard warranty to 24/7 coverage, the price is 4% (2% for first year and 2% for the second year) of the sales price detailed in this proposal.

Cross Match Technologies, Inc.  
 3950 RCA Blvd Suite 5001  
 Palm Beach Gardens, FL 33410  
 US HeadQuarters: 561 622 1650  
 Washington, D.C.: 703 841 6280  
 German Office: + 49 (0) 3641 4297  
 Canada: 418 692 3137  
<http://www.crossmatch.com>

# Cross Match Technologies Sales Quotation

Quote# 11520 -1  
 Date: 05-SEP-2013  
 Expires: 05-DEC-2013  
 Page: 1/7

Account Manager Bronger, Dave  
 Phone 866-260-2763  
 Mobile 561-284-3461  
 Fax 561-828-8018  
 Email [dave.bronger@crossmatch.com](mailto:dave.bronger@crossmatch.com)

Sales Channel Florida State Contract 680-370-07-1  
 Quote Status Approved  
 Payment Terms 30 NET

<p><b>Bill To</b> Attn:James O'Neill                  Wildwood Police Department                  100 E. Huey Street                  WILDWOOD,SUMTER                  FL 34785                  United States                  352 330-1355 (Phone)                  O'NeillJC@flcfn.net</p>	<p><b>Ship To</b> Attn:James O'Neill                  Wildwood Police Department                  100 E. Huey Street                  WILDWOOD, SUMTER                  FL 34785                  United States                  352 330-1355 (Phone)                  O'NeillJC@flcfn.net</p>
---	--

Line	CMT Part#	Qty	Unit Selling Price (USD)	Total Selling Price (USD)	Price List
1.0	925194-003 BUNDLED ASSEMBLY, VERIFIER Mw, FDLE FALCON SPECIFIC RAPID ID w/BLEETOOTH	5	1,409.00	7,045.00	Florida State Contract 680-370-07-1
2.0	855012-001 BUNDLED SOFTWARE, FDLE MOBILE RAPID ID TO FALCON	5	688.00	3,440.00	Florida State Contract 680-370-07-1
3.0	920081 Verifier 310 USB LC2.0 Verifier 310 USB 2.0, Manuals (User & Admin with each order), 2 silicone pads & instructions, Includes one year limited warranty	1	512.53	512.53	Florida State Contract 680-370-07-1

\$ 10,997.53

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# Cross Match Technologies

## Sales Quotation

Quote# 11520 - 1  
 Date: 05-SEP-2013  
 Expires: 05-DEC-2013  
 Page: 2/7

Line	CMT Part#	Qty	Unit Selling Price (USD)	Total Selling Price (USD)	Price List
1.0.1	930006-12 MAINTENANCE, 12 MO, VERIFIER, Year 2 Maintenance with cross ship Duration: 1 Yr	5	163.00	815.00	Florida State Contract 680-370-07-1
2.0.1	950004 ENHANCED WARRANTY, SOFTWARE, RAPID ID, FLORIDA Duration: 1 Yr	5	100.00	500.00	Florida State Contract 680-370-07-1
2.0.2	950004-12 MAINTENANCE, 12 MONTH, SOFTWARE, RAPID ID, FLORIDA Duration: 1 Yr	5	135.00	675.00	Florida State Contract 680-370-07-1
3.0.1	930134-12 MAINTENANCE, LIMITED, VERIFIER, 12 MONTHS, W/O CROSS SHIP Duration: 1 Yr	1	101.00	101.00	Florida State Contract 680-370-07-1
4.0	855012 BUNDLED SOFTWARE, VERIFY AND IDENTIFY, RAPID ID CAPTURE	1	588.00	588.00	Florida State Contract 680-370-07-1
5.0	940048-003 TRAINING & INSTALLATION, 1/2 DAY, FL RAPID ID, ON-SITE, ALL OF FLORIDA EXCEPT NORTH WEST AREA	1	600.00	600.00	Florida State Contract 680-370-07-1
4.0.1	950004 ENHANCED WARRANTY, SOFTWARE, RAPID ID, FLORIDA Duration: 1 Yr	1	100.00	100.00	Florida State Contract 680-370-07-1
4.0.2	950004-12 MAINTENANCE, 12 MONTH, SOFTWARE, RAPID ID, FLORIDA Duration: 1 Yr	1	135.00	135.00	Florida State Contract 680-370-07-1

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# Cross Match Technologies

## Sales Quotation

Quote# **11520 - 1**  
Date: 05-SEP-2013  
Expires: 05-DEC-2013  
Page: 3/7

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Subtotal	14,511.53
Total (USD)	14,511.53

# CITY COMMISSION OF THE CITY OF WILDWOOD

## EXECUTIVE SUMMARY

**SUBJECT:** Purchase of Police Vehicles

**REQUESTED ACTION:**

Work Session (Report Only)      **DATE OF MEETING:** September 24, 2013  
 Regular Meeting                       Special Meeting

**CONTRACT:**       N/A                      Vendor/Entity: \_\_\_\_\_  
Effective Date: \_\_\_\_\_              Termination Date: \_\_\_\_\_  
Managing Division / Dept: \_\_\_\_\_

**BUDGET IMPACT:**                      Est- \$56,000.00

Annual                      **FUNDING SOURCE:**                      General Fund, (financed)  
 Capital                      **EXPENDITURE ACCOUNT:**              521.0640  
 N/A

---

**HISTORY/FACTS/ISSUES:**  
Mayor and Commission,

The Commission has approved the 2013/2014 Budget for the City of Wildwood. Police Vehicles take 2-6 months to before they are in service from the date of order. I'm requesting permission to order the (6) six police Ford Explorers, in order to have them in service hopefully by December depending on the inventory, via state contract pricing.

I have conferred with Fleet Maintenance Steve Watson and it is our recommendation we purchase the Ford Explorers.

6 – 2014 Ford Explorers Interceptor packaged \$43,200.00 each.

E.W. Reeser, Chief 

**CITY OF WILDWOOD**  
**EXECUTIVE SUMMARY**

**SUBJECT:** Vehicle for the Utility Director

**REQUESTED ACTION:** Approval of the purchase of a 2013 Ford Explorer

Work Session (Report Only)  
 Regular Meeting

**DATE OF MEETING:** Sept. 24, 2013  
 Special Meeting

**CONTRACT:**  N/A  
Effective Date: \_\_\_\_\_  
Managing Division / Dept: \_\_\_\_\_

Vendor/Entity: \_\_\_\_\_  
Termination Date: \_\_\_\_\_  
Utility Department \_\_\_\_\_

**BUDGET IMPACT:** Estimated cost is \$26,000

Annual

**FUNDING SOURCE:** Enterprise fund Unrestricted Cash and Investments fund.

Capital  
 N/A

**EXPENDITURE ACCOUNT:** \_\_\_\_\_

---

**HISTORY/FACTS/ISSUES:**

Utility Director was directed to purchase a vehicle for his use at the September 4, 2013 Capital Improvements workshop.

RECORD: \$ \_\_\_\_\_

Return to:  
City of Wildwood

This Instrument Prepared by:  
Mr. Steven M. Roy, Esq.  
McLin Burnsed, P.A.  
1028 Lake Sumter Landing  
The Villages, FL 32162

-----[SPACE ABOVE THIS LINE FOR RECORDING DATA]-----

**DEVELOPER’S AGREEMENT**

This Developer’s Agreement, effective the \_\_\_\_\_ day of \_\_\_\_\_, 2013, is made and entered into by and between:

- **THE CITY OF WILDWOOD, FLORIDA**, a Florida municipal corporation (“City”); and
- **MID-FLORIDA PROPERTIES LLC**, a Florida limited liability company (“Developer”).

**RECITALS:**

- A.** Developer Agreements strengthen the public planning process, encourage sound capital improvements planning, assist in assuring that there are adequate capital facilities for development, and encourage private participation and comprehensive planning.
- B.** City is a regional water, wastewater, reuse water and municipal services provider.
- C.** Developer owns in fee simple certain real property in Sumter County, Florida, described on attached Exhibit “A” (the “Property”).
- D.** Developer desires to procure services, including, but not limited to, water, wastewater, and other municipal services, from the City for the Property, and City desires to provide water, wastewater, and other municipal services to the Property.
- E.** Developer’s proposed development requires access to water, wastewater, and other municipal services.
- F.** Developer will construct all utility lines, lift stations, roadways, sidewalks, signage, open space, common areas, entrance monuments, amenities, storm water facilities and other similar improvements within the Property in accordance with City standards, the Planned Development Agreement, or as modified by variance.
- G.** City will maintain all improvements within the road rights-of-way which include, but are not limited to, pavement, underground pipe utilities and storm drains, curbing, street lights, sidewalks and street signs. Developer or its designee, such as a property owners association, agree to maintain open spaces, common areas, entry features and common amenities. After completion of construction of the utility system and upon acceptance by the City, approval of as-builts, and receipt of all regulatory clearances, City will maintain water mains and service lines up to and including water meters; gravity sewer mains and laterals up to the right-of-way; lift stations; and force mains.

- H. The parties desire to enter into this Agreement confirming their agreement regarding the furnishing of municipal services, including but not limited to water, wastewater, and other municipal services for the Property.
- I. This Agreement and all stipulations and covenants made herein are acknowledged to be subject to the approval of every County, Regional, State and Federal regulatory agency having jurisdiction of the subject matter of this Agreement.
- J. City has approved this Agreement and has authorized the proper City officials to execute this Agreement by motion passed at a regular City Commission meeting on \_\_\_\_\_.

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

1. **Incorporation of Recitals and Exhibits.** The parties confirm and agree that the above Recitals are true and correct, and incorporate their terms and provisions herein for all purposes. The contents, terms and provisions of all Exhibits which are attached to this Agreement and referenced herein are, by this reference, incorporated into this Agreement for all purposes.
2. **Definitions.** For the purposes of this Agreement, in addition to those terms which are specifically defined elsewhere in this Agreement the following terms shall have the following definitions:
  - 2.1. ***“Agreement”*** – This Developer’s (Utility) Agreement, as the same may subsequently amended, modified or supplemented pursuant to its terms and provisions.
  - 2.2. ***“Connection Fee”*** – Those charges of the City for a customer’s proportionate share of the capital costs of the water and wastewater utility plant capacities allocated to a new or modified customer connection, as defined in City Ordinances and Resolutions.
  - 2.3. ***“County”*** – Sumter County, Florida, a political subdivision of the State of Florida.
  - 2.4. ***“Developer”*** – Mid-Florida Properties LLC, and its successors, and assigns in interest, and/or title, including the Homeowners Association to be created by Developer to which all common improvements described in this Agreement, will be conveyed and under whom all future maintenance responsibilities will fall.
  - 2.5. ***“Equivalent Residential Unit”*** – As defined by City Ordinance, also referred to in this Agreement as “ERU”. The term “Equivalent Residential Connection”, also referred to as “ERC”, is synonymous with “ERU”.
  - 2.6. ***“Homeowners’ Association”*** – A Florida not-for-profit Corporation organized and formed by Developer for the purpose of serving as the Association for the owners of parcels located within the Property to own, maintain, and repair or replace, as required, Common Area improvements located on the Property, including but not limited to open space, , entry features, amenities, and other similar improvements constructed on the Property. It is the intent of Developer to create a Homeowners’ Association for such purposes, and to convey to the Homeowners’ Association title to the previously-described improvements which will be constructed on the Property, at which time the Homeowners’ Association will, by execution of an appropriate agreement with City, assume the Developer’s responsibilities for maintenance, repair and replacement of such improvements which arise under the terms of this Agreement.
  - 2.7. ***“Party or Parties”*** – Refers to either Developer or City, or (as applicable) to both Developer and City.

- 2.8. **“Property”** – The real property described on attached Exhibit “A”.
- 2.9. **“Significant Progress”** – The Developer will have achieved substantial progress under the terms of this Agreement when storm water basins, roadway bases, curbs and underground utilities have been completed or are under construction pursuant to a valid Permit (or Permits) issued by City for such work.
- 2.10. **“Transmission Infrastructure Extension Fee”** – Those charges by City for a customer’s proportionate share of the capital costs of the water and wastewater utility main lines and connection lines, as defined by City Ordinances and Resolutions, and is also referred to herein as a “TIE Fee” or “TIE Fees”.
- 2.11. **“Water Management District” or “SWFWMD”** – The Southwest Florida Water Management District, an agency of the State of Florida.

3. **Developer’s Obligations.**

3.1. **TIE Fees, Connection Fees and Capacity.**

3.1.1. **TIE Fees.**

- 3.1.1.1. The Transmission Infrastructure Extension (TIE) Fee, when paid, purchases a hydraulic share in the water and wastewater infrastructure extending from the proposed development (the “Property”) back to the nearest well facility (for water) and wastewater treatment plan (for wastewater). TIE Fees are based on the equivalent residential volumes, which are 300 gallons per day for water consumption, 250 gallons per day for wastewater treatment and distance (in feet) between the Development and the water plant or wastewater plant. The standard distance for one (1) TIE is 15,000 feet.
- 3.1.1.2. The water TIE Fee shall be calculated using City Ordinances and Resolutions in effect at the time Developer executes this Agreement. The calculation for the water TIE Fee is shown on attached Exhibit “B”.
- 3.1.1.3. The wastewater TIE Fee shall be calculated using City Ordinances and Resolutions in effect at the time Developer executes this Agreement. The calculation for the wastewater TIE Fee is shown on attached Exhibit “B”.
- 3.1.1.4. Developer acknowledges and agrees that TIE Fees paid are non-refundable. However, the City acknowledges that should an unforeseen circumstance arise such that the City is unable to meet its obligation of service for any phase of development, or portion thereof, that the associated TIE fees will be refunded to the Developer.
- 3.1.1.5. TIE Fees are calculated by the City based on the number of Connection Fees approved for a reservation of capacity as indicated on attached Exhibit “C”. One (1) TIE Fee is due for each connection (ERU) reserved. Developer acknowledges that no water or wastewater capacity reservation is created, or implied, without City receiving payment of the applicable fees in accordance with the terms of this Agreement. Reservation of water and wastewater capacity is subject to capacity availability.
- 3.1.1.6. TIE Fees shall be paid as follows: the water and wastewater TIE Fees for the first phase of development shall be paid upon execution of this Agreement; the water and wastewater TIE Fees for each subsequent phase of development shall be paid upon the commencement of construction of the applicable phase.

3.1.1.7. Developer understands that increases in capacity reserved, or any new purchase of capacity reservations, will result in additional TIE Fees being due from Developer to City.

**3.1.2. Connection Fees and Capacity.**

3.1.2.1. The water and wastewater Connection Fees shall be calculated according to the rate schedule adopted by City and in effect at the time the Developer pays the applicable Connection Fee. The calculation of the Connection Fee for a residential unit based on the current rate schedule adopted by City is included in attached Exhibit "C".

3.1.2.2. Developer must proceed with due diligence toward the use of all connections.

3.1.2.3. Connection Fees are not reserved by City on speculation, and such reservation may be rescinded by the City if Significant Progress on construction of the applicable phase of Developer's project on the Property is not made within twenty four (24) months of the date the initial Connection Fee was paid by the Developer. The time for Significant Progress may be extended pursuant to the provisions of this Agreement concerning "Force Majeure".

3.1.2.4. The following actions must be completed by Developer prior to the reservation of water or wastewater ERU's:

3.1.2.4.1. Developer must complete and file the City's Concurrency Determination and Concurrency Reservation applications.

3.1.2.4.2. This Developer's Agreement, and all attachments, must be fully executed by Developer and City.

3.1.2.5. Connection Fees shall be paid for each residential unit upon closing of the sale of each home.

3.1.2.6. Capacity is reserved for a particular location, and assumes that City will be prepared to serve that capacity according to the agreed-upon availability schedule at that location and no other.

3.1.3. Until Developer provides City with payment for TIE Fees required by Developer for the applicable phase of development, as provided in Exhibit "D", and completes all other requirements of this Agreement, no permanent water or wastewater service will be provided to the Property. Construction water will be available to the Developer upon payment of the water and wastewater TIE Fees for the applicable phase of development.

3.1.4. City reserves the right to determine the number of ERU's it will allow Developer to purchase. The City has determined at the time of execution of this Agreement that the Developer may purchase 542 water ERU's and 542 wastewater ERU's. These will be available at the times listed on Exhibit "D".

3.1.5. Developer may not transfer any reserved water or wastewater capacity without written permission from the City. Any such transfer, unless approved by City, will void the capacity reservation, the ERU's will revert back to the City, and Developer will forfeit any right to any repayment of the fees paid. The City shall not unreasonably withhold permission for a transfer of capacity to another property or another project. As Developer develops the Property and sells portions thereof, such sales and transfers to facilitate such sales shall not be deemed a transfer prohibited by this Section.

3.1.6. The purchase of ERU's does not act to set the price for future purchases, but only as to purchases specifically set forth in this Agreement. Any future purchases not contemplated by this Agreement will be at the price set by City at time of payment.

4. **Developer's Responsibility after Connection to City's Water and Wastewater Systems.** After connection to City's water and wastewater systems:

4.1. Developer or property owner shall be responsible for the wastewater service laterals from the right-of-way to the home.

4.2. Developer or property owner shall be responsible for the water service lines from the Developer's side of the water meter.

5. **Miscellaneous Terms.**

5.1. City's Land Development Regulations require Florida Friendly landscaping, energy efficient construction, energy efficient appliances, and underground utilities. These Land Development Regulations will apply to Development of the Property.

5.2. Fire flow volumes and pressures are limited by City's potable water extension service infrastructure. The fire flow volumes and pressure flow which will be provided by City are appropriate for single family homes. City shall not reduce its fire flow volumes and pressures after Developer has commenced development of the Property.

5.3. Developer, any Homeowners Association created for the Property, and individual property owners of portions of the Property must comply with the City of Wildwood Residential Design Standards and any other applicable Ordinances or Land Development Regulations, the Planned Development Agreement, or as otherwise modified by variance.

5.4. Developer will be responsible for costs associated with the recording of this document in the Sumter County Public Records.

5.5. Specific utility easements containing main pipe utilities to be provided by Developer to City will be a minimum of twenty feet (20') wide. Utility easements to be provided by Developer to City for secondary pipe utilities and wire utilities will be ten feet (10') wide along front lot lines, seven and a half feet (7.5') wide along rear lot lines, and five feet (5') wide along side lot lines. All utility easements will be reflected and noted on the approved site plans and plats or deed restrictions as submitted by the Developer. If the Developer needs to relocate any existing utility main lines within the existing easement for any reason, the design and realignment must be approved by the City, and Developer must provide any additional easement required, which must be executed and recorded. All costs of the relocated utility lines will be the responsibility of the Developer including, but not limited to, design, review, permitting, materials, labor and equipment. A complete set of as-built drawings for the relocated utility mains must be provided to the City prior to the issuance of the final Certificate of Occupancy.

6. **General Provisions.**

6.1. **Notices.** With respect to any Notices required to be given under the terms of this Agreement, such Notices shall be deemed given and effective:

6.1.1. Three (3) calendar days after the date they are deposited in the United States Mail, postage prepaid, return receipt requested, addressed to the Parties at the following

respective addresses or such other address as provided by a Party pursuant to this Section; or

- 6.1.2. The date of actual delivery by hand or by a recognized national overnight delivery service such as Federal Express, UPS, or Express Mail, addressed to the parties at the following respective addresses or such other address as provided by a party pursuant to this Section:

**AS TO THE CITY:** City of Wildwood  
Attn:Melanie Peavy  
Development Services Director  
100 N. Main Street  
Wildwood, FL 34785

With Copy To: Ashley S. Hunt, Esq.  
Hunt Law Firm, P.A.  
109 E. Main Street  
Leesburg, FL 34748  
With Copy To: City of Wildwood  
Attn: Bruce Phillips, P.E.  
Utilities Director  
100 N. Main Street  
Wildwood, FL 34785

**AS TO DEVELOPER:** Mid-Florida Properties LLC  
Attn: Mr. Martin L. Dzuro  
1020 Lake Sumter Landing  
The Villages, FL 32162

With Copy To: Steven M. Roy, Esq.  
McLin Burnsed, P.A.  
1028 Lake Sumter Landing  
The Villages, FL 32162

Any party may modify the address for notices set forth above by providing notice of the change of address to all parties to this Agreement, which notice is to be provided in accordance with the requirements of this Section.

- 6.2. **Negation of Partnership.** None of the terms or provisions of this Agreement shall be deemed to create a partnership by or among Developer or City in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprises. Each Party shall be considered a separate Party, no Party shall have the right to act as an agent for another Party and no Party shall the right to act as an agent for another Party unless expressly authorized to do so in this Agreement.

- 6.3. **Not a Public Dedication.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Property to the general public, or for any public use or purpose whatsoever. Any portion of the Property which may under the terms of this Agreement later may be designated for public use or purposes shall be conveyed by Developer to City, as applicable. Except as herein specifically provided no right, privileges of immunities of any Party hereto shall inure to the benefit of any third party, nor shall any third party be deemed to be a beneficiary of any of the provisions contained in this Agreement.

**6.4. Default Provisions.**

- 6.4.1.** The terms of this Agreement shall not entitle any Party to cancel, rescind, or otherwise terminate this Agreement. However, such limitations shall not affect in any manner any other rights or remedies which a Party may have hereunder or under applicable law by reason of any such breach.
- 6.4.2.** All easements, rights and covenants contained herein shall be enforceable by suit for specific performance and mandatory injunctive relief, in addition to any other remedy provided by law or equity.
- 6.4.3.** No Party shall be entitled to pursue any action for specific performance, injunctive relief, or any other available remedy arising out of a default under this Agreement until the non-defaulting Party has provided to the Party alleged to be in default a written Default Notice (with, if applicable, a copy to any other Party to this Agreement) specifying the specific nature of the default, and the alleged defaulting Party has failed to cure the default within thirty (30) days of the effective date of the Default Notice. In the event the cure of a default reasonably requires greater than the thirty (30) day time period specified, the grace period granted herein shall, if the defaulting Party has initiated cure of the default within the thirty (30) day time period and is continuing to pursue completion of the cure with due diligence, extend the reasonable time period required for the cure of the default.
- 6.4.4.** In the event of a material default by Developer with respect to its obligations to City under this Agreement, and failure of Developer to cure the default within the grace period set forth above, in addition to any other remedies available to them under the terms of this Agreement City shall be entitled to withhold issuance of additional development permits or authorizations until the default has been cured. If Developer has, prior to the occurrence of the default, conveyed some or all of the Property to unrelated third parties (such parcel or parcels then becoming a "Third Party Parcel") and the default of Owner is not with respect to, or impact City obligations regarding, a Third Party Parcel, the right of City to withhold Permits upon a default by Owner shall not extend to City Permits pending or to be issued with respect to a successor owner of such Third Party Parcel.

**6.5. Estoppel Statements.**

- 6.5.1.** Each Party agrees that upon written request from time to time of any other Party it will timely issue at no charge to a current or prospective lender to such Party, or to a current or prospective purchaser or successor party to such other Party, or to another governmental entity requesting or requiring the same, an Estoppel Statement stating:
  - 6.5.1.1.** Whether the Party to whom the request has been directed knows of any default by any Party under this Agreement, and if there are known defaults, specifying the nature thereof.
  - 6.5.1.2.** Whether this Agreement has been assigned, modified or amended in any way by such Party (and if it has, stating the nature thereof).

- 6.5.1.3. That to the best of the requested Party's knowledge this Agreement, as of the Estoppel Statement date, is in full force and effect.
- 6.5.1.4. That (if known by the requested Party, if not known by the requested Party that Party shall reply only with respect to any monies owed to it) to the best of the requested Party's knowledge there are not any monies currently owed by any Party to another Party under the terms of this Agreement, or if there are monies owed, the amount and details of all monies owed.
- 6.5.1.5. That, as to the Project or as to a specific parcel therein (as applicable, based upon the request) there are no moratoriums or suspensions of the right to procure Development Orders, Building Permits, or Certificate of Occupancy or other development approvals in effect as of the date of the Estoppel Statement.

Such written statement shall act as a waiver of any claim by the Party furnishing it to the extent such claim is based on facts contrary to those asserted against a bona fide mortgagee or purchaser for value without knowledge of facts to the contrary of those contained in the Estoppel Certificate who has acted in reasonable reliance upon the statement; however, such statement shall in no event suggest the Party furnishing it to any liability whatsoever, notwithstanding the negligent or other inadvertent failure of such Party to disclose correct and/or relevant information.

- 6.6. **Litigation.** In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred with respect to such litigation, including reasonable attorneys' fees, and including reimbursement for such reasonable attorneys' fees and costs incurred with respect to any bankruptcy, appellate or post-judgment proceeding related thereto.
- 6.7. **Binding Effect.** The parties to this Agreement represent to each other that each party fully understands the facts surrounding this Agreement and each is signing this Agreement fully and voluntarily, intending to be bound by it. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective spouses, heirs, executors, administrators and assigns. There are no representations or warranties other than those set forth herein.
- 6.8. **Headings.** The headings contained within this Agreement are for identification purposes only, and shall not be construed to amend, modify, or alter the terms of the Agreement.
- 6.9. **Severability.** Except as otherwise set forth herein, in the event any provision or section of this Agreement is determined to be invalid or unenforceable, such determination shall not affect the enforceability or the validity of the remaining provisions of this Agreement.
- 6.10. **Survival of Representations and Warranties.** All representations and warranties contained herein are made in writing by the parties in connection herewith shall survive the execution and delivery of this Agreement.

**6.11. Successors and Assigns.**

**6.11.1.** All covenants and agreements in this Agreement made by or on behalf of any Parties hereto shall bind and inure to the benefit of the respective successors and assigns of the Parties hereto, whether so expressed or not.

**6.11.2.** Upon a sale or other transfer of a Parcel or a portion thereof, the terms and provisions of this Agreement, as applicable, shall remain in full force and effect as to the Parcel or a portion of the Parcel.

**6.12. Applicable Law.** This Agreement is being delivered in the State of Florida, and shall be construed and enforced in accordance with the laws of the State of Florida. The venue for any legal proceeding arising out of this Agreement shall be Sumter County, Florida.

**6.13. Counterparts.** This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

**6.14. Amendment of Agreement.** This Agreement cannot be changed, modified or released orally, but only by an agreement in writing signed by the parties against whom enforcement of said change, modification or discharge is sought.

**6.15. Gender.** As used in this Agreement, the masculine shall include the feminine and neuter, the singular shall include the plural, and the plural shall include the singular as the context may require.

**6.16. Effective Date.** This Agreement shall become effective upon completion of its execution by all Parties, and the recordation of the Agreement in the Public Records of Sumter County, Florida.

**IN WITNESS WHEREOF** the Parties have executed this Developer's Agreement on the day and year set forth below their respective signatures.

**SEE ATTACHED SIGNATURE PAGES OF  
THE CITY OF WILDWOOD AND MID-FLORIDA PROPERTIES LLC**

**TO  
DEVELOPER'S AGREEMENT  
BETWEEN CITY OF WILDWOOD AND MID-FLORIDA PROPERTIES LLC**

---

**CITY OF WILDWOOD, FLORIDA, a Florida  
Municipal Corporation**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2013

*APPROVED AS TO FORM AND LEGALITY:*

\_\_\_\_\_  
CITY ATTORNEY

ATTEST:

\_\_\_\_\_  
, CITY CLERK

**APPROVED BY THE WILDWOOD CITY COUNCIL ON \_\_\_\_\_, 2013.**

TO  
DEVELOPER'S AGREEMENT  
BETWEEN CITY OF WILDWOOD AND MID-FLORIDA PROPERTIES LLC

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MID-FLORIDA PROPERTIES LLC, a Florida  
limited liability company

By: LBCV, INC., it's Manager

By: \_\_\_\_\_  
Martin L. Dzuro, Vice President

Date: \_\_\_\_\_, 2013

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing DEVELOPER'S AGREEMENT was acknowledged before me by Martin L. Dzuro,  
as Vice President of LBCV, Inc., Manager of MID-FLORIDA PROPERTIES LLC, a Florida limited liability  
company, who is:

- \_\_\_\_\_ Personally known by me, OR
- \_\_\_\_\_ Produced a driver's license as identification.

Dated: this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

Print Name: \_\_\_\_\_  
Notary Public, State of Florida  
Commission number: \_\_\_\_\_  
Commission expires: \_\_\_\_\_

**SCHEDULE OF EXHIBITS**

<b>EXHIBIT</b>	<b>REFERENCE</b>	<b>DESCRIPTION</b>
A	Recital C	Legal – Property
B	3.1.1	Calculation – Water and Wastewater TIE Fees
C	3.1.2	Calculation – Connection Fees
D	3.1.4	Utility Connection Availability Schedule

# City of Wildwood

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

EXHIBIT   A  

## LEGAL DESCRIPTION –

A PARCEL OF LAND LYING IN SECTION 18, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SAID SECTION 18; THENCE N00°26'23"E ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 A DISTANCE OF 1323.97 FEET TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 18; THENCE S89°23'32"E ALONG SAID NORTH LINE A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S89°23'32"E, ALONG SAID NORTH LINE A DISTANCE OF 1273.53 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 18; THENCE N00°26'06"E ALONG SAID WEST LINE A DISTANCE OF 1323.63 FEET TO THE NORTH LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE S89°22'39"E ALONG SAID NORTH LINE A DISTANCE OF 1114.72 FEET TO A POINT 208.71 FEET WEST OF THE EAST LINE OF SAID NORTHEAST OF THE SOUTHWEST 1/4; THENCE PARALLEL WITH SAID EAST LINE RUN S00°25'50"W A DISTANCE OF 208.71 FEET; THENCE PARALLEL WITH SAID NORTH LINE RUN S89°22'39"E A DISTANCE OF 208.71 FEET TO A POINT ON SAID EAST LINE; THENCE N00°25'50"E, ALONG SAID EAST LINE A DISTANCE OF 28.71 FEET TO A POINT 180.00 FEET SOUTH OF THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 18; THENCE PARALLEL WITH SAID NORTH LINE RUN S89°22'39"E A DISTANCE OF 2529.92 FEET TO THE WEST RIGHT OF WAY OF STATE ROAD NO. 35 (U.S. 301); THENCE S00°57'08"E ALONG SAID RIGHT OF WAY A DISTANCE OF 574.88 FEET; THENCE DEPARTING SAID RIGHT OF WAY S87°03'31"W A DISTANCE OF 89.10 FEET TO A POINT ON THE SOUTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1628 PAGE 483, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE N89°22'32"W ALONG SAID SOUTH LINE A DISTANCE OF 151.16 FEET TO THE WEST LINES OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1628 PAGE 481 AND OFFICIAL RECORDS BOOK 1628, PAGE 483; THENCE S00°36'51"W ALONG SAID WEST LINES A DISTANCE OF 204.69 FEET TO THE NORTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 155, PAGE 73, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE N89°20'28"W ALONG SAID NORTH LINE A DISTANCE OF 16.14 FEET TO THE WEST LINE THEREOF; THENCE S00°57'08"E ALONG SAID WEST LINE A DISTANCE OF 360.00 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 18; THENCE N89°20'28"W ALONG SAID SOUTH LINE A DISTANCE OF 967.51 FEET TO THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 18; THENCE S00°25'03"W ALONG SAID EAST LINE A DISTANCE OF 1296.13 FEET TO A POINT 28.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 18; THENCE PARALLEL WITH SAID SOUTH LINE RUN N89°18'18"W A DISTANCE OF 1328.34 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 18; SAID POINT ALSO BEING 28.00 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE PARALLEL WITH SAID SOUTH LINE RUN N89°24'24"W A DISTANCE OF 1323.63 FEET TO A POINT ON THE EAST LINE OF AFORESAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4; POINT ALSO BEING 28.00 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE PARALLEL WITH SAID SOUTH LINE RUN N89°24'24"W A DISTANCE OF 317.83 FEET TO A POINT ON THE EASTERLY BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1884, PAGE 366, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1884, PAGE 366 THE FOLLOWING THREE (3) COURSES: THENCE RUN N00°38'26"E A DISTANCE OF 199.08 FEET; THENCE N89°21'34"W A DISTANCE OF 208.72; THENCE S00°38'26"W A DISTANCE OF 199.25 FEET TO A POINT 28.00 FEET NORTH OF SAID SOUTH LINE OF THE

# City of Wildwood

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

EXHIBIT   A  

---

SOUTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE PARALLEL WITH SAID SOUTH LINE RUN N89°24'24"W A DISTANCE OF 747.09 FEET TO A POINT 50.00 FEET EAST OF THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 18; THENCE PARALLEL WITH SAID WEST LINE RUN N00°26'23"E A DISTANCE OF 1295.96 FEET TO THE POINT OF BEGINNING.

# City of Wildwood

EXHIBIT   B  

100 N. Main Street

Wildwood, FL 34785 - 352-330-1330

## **DISTANCE FACTORS FOR METHODS 3 & 4 - TABLE 2**

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

PROJECT NAME:   Oxford Oaks  

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
16001-17000	1.14 X Water
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 X Wastewater
24001-25000	1.70
25001-26000	1.77
26001-27000	1.84
27001-28000	1.91
28001-29000	1.98
29001-30000	2.05
30001-31000	2.12
31001-32000	2.19
32001-33000	2.26
33001-34000	2.33
34001-35000	2.40
Greater than 35,000	2.50



# City of Wildwood

EXHIBIT   B  

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

## DEVELOPER UTILITY CONCURRENCY TIE CHARGES DUE

**PROJECT NAME:**   Oxford Oaks  

1) WATER:

- a) One (1) water TIE due for every water connection ERU reserved
- b) Number of water ERU's reserved = #
- c) Number of water TIE's due = #
- d) Charge per water TIE for this project = \$ 711.80
- e) TOTAL water TIE charges due  

$$\$711.80 \times \# \text{        } = \$ \text{                    }$$

2) WASTEWATER:

- a) One (1) wastewater TIE due for every wastewater connection ERU reserved
- b) Number of wastewater ERU's reserved = #
- c) Number of wastewater TIE's due = #
- d) Charge per wastewater TIE for this project = \$ 1,115.33
- e) TOTAL water TIE charges due  

$$\$ 1,115.33 \times \# \text{        } = \$ \text{                    }$$

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
<b>This commitment expires after _____ days without the execution of a Developer's Agreement</b>		



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

Exhibit D

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

PROJECT NAME: **Oxford Oaks**

YEAR 2012	1 <sup>st</sup> Qtr. '12 ERU's Needed	2 <sup>nd</sup> Qtr. '12 ERU's Needed	3 <sup>rd</sup> Qtr. '12 ERU's Needed	4 <sup>th</sup> Qtr. '12 ERU's Needed
WATER				
WASTEWATER				
REUSE				
YEAR 2013	1 <sup>st</sup> Qtr. '13 ERU's Needed	2 <sup>nd</sup> Qtr. '13 ERU's Needed	3 <sup>rd</sup> Qtr. '13 ERU's Needed	4 <sup>th</sup> Qtr. '13 ERU's Needed
WATER	_____	_____	_____	_____
WASTEWATER	_____	_____	_____	_____
REUSE				
YEAR 2014	1 <sup>st</sup> Qtr. '14 ERU's Needed	2 <sup>nd</sup> Qtr. '14 ERU's Needed	3 <sup>rd</sup> Qtr. '14 ERU's Needed	4 <sup>th</sup> Qtr. '14 ERU's Needed
WATER	_____	_____	_____	_____
WASTEWATER	_____	_____	_____	_____
REUSE				
YEAR 2015	1 <sup>st</sup> Qtr. '15 ERU's Needed	2 <sup>nd</sup> Qtr. '15 ERU's Needed	3 <sup>rd</sup> Qtr. '15 ERU's Needed	4 <sup>th</sup> Qtr. '15 ERU's Needed
WATER	_____	_____	_____	_____
WASTEWATER	_____	_____	_____	_____
REUSE				
YEAR 2016	1 <sup>st</sup> Qtr. '16 ERU's Needed	2 <sup>nd</sup> Qtr. '16 ERU's Needed	3 <sup>rd</sup> Qtr. '16 ERU's Needed	4 <sup>th</sup> Qtr. '16 ERU's Needed
WATER	_____	_____	_____	_____
WASTEWATER	_____	_____	_____	_____
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*

**DOLEZAR CONSTRUCTION, Inc.**

General Contractor Residential & Commercial STATE LICENSE # CGC019758  
 51 Remington Road,  
 Oakland, FL 34787  
 Phone: (407) 905-9092 Fax: (407) 905-9023 Email: dolezar@embarqmail.com

**PROPOSAL**



TO: **RALPH PEPPERS** 559-288-7657 5/8/2013

**HISTORIC HOUSE RESTORATION-SUMTER CO**

Payment to be made as follows  
  
**IN FULL UPON COMPLETION  
 OF EACH BUILDING**

[ralphpeppers@comcast.net](mailto:ralphpeppers@comcast.net); [jfwritch@gmail.com](mailto:jfwritch@gmail.com)

ITEMIZED ESTIMATE: TIME AND MATERIALS	AMOUNT
<p><b>Mechanical jacking and shoring of the foundation beams and joists as needed to reduce the settlement and irregularities as much as conditions will allow. Adding piers and re-building the existing piers as needed to re-level and redistribute the load.</b></p> <p>Charges will be \$1750 per diem, \$125 per new pier and \$60 for reshimmed or rebuilt piers. Plus \$250 for misc.</p>	
<p><b>Job Cost Estimate                  MANOR HOUSE                  based on 2 days, 20 to 25 new piers &amp; misc.</b></p>	<p><b>\$6000/6750.00</b></p>
<p><b>COOK HOUSE                  based on 2 days &amp; 20 +/- new piers &amp; misc.</b></p>	<p><b>\$6200/6500.00</b></p>
	<p><b>\$12,200/13,250</b></p>

**ESTIMATED JOB COST**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices.  
 Any alteration or deviation from specifications above involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tomado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.  
**NOTE: This proposal may be withdrawn by us if not accepted within 30 days.**  
 \*Permit fees and any engineering (if necessary) is not included unless otherwise noted.  
 \*\*Any changes or additional work required by code is not included.  
 \*\*\*If there are any unforeseen structural changes or modifications to this plan required to complete the job, additional charges will be added. Should this occur it will be brought to the client's attention prior to continuing.

**DOLEZAR CONSTRUCTION, INC.**  
 \_\_\_\_\_  
 PREPARED BY

**5/8/13**  
 \_\_\_\_\_  
 DATE

Acceptance of Proposal  
 The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 DATE



1306 Banana Road, Lakeland, Florida 33810  
 Local Phone • 863-859-3889  
 Toll Free • 800-329-3889  
 Fax • 877-859-8593

May 8, 2013

**To:** Jerry Ritch  
 Baker House Restoration  
 6106 CR 44A  
 Wildwood, FL 34785

**Project :** Jack and Shim – Baker House Restoration Project

**The Work:** Due to the age and size of this home, the re-leveling of the floors will require slow lifting. Any wood deterioration not visible at the site visit will have a sister board added to it unless an engineer states otherwise. Leveling of the structure could cause buckling of the wood floors and cracks in the wall. No new flooring is included in this proposal. CFI will not be responsible for any cosmetic damages. The home will be monitored from the inside as the crews will be underneath with jacks. The interior will be monitored via gas zip level. Should the weight of the home require additional piers, they will be installed at \$400.00/pile. Permitting costs are not included. **\*\*Engineering and monitoring not included.\*\*** We will require an owner rep onsite for any immediate decisions during our repair process. Any items not included in the above Scope of Work are considered EXCLUDED and would be completed only by Approved Change Order.

**Pricing Estimate/Amount of Work Donated: \$4,000.00** – includes mobilization and jack/shim of up to 20 locations. A Hold Harmless agreement may be required before completing this project.

<u>PRICE TABLE</u>		
<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>
Mobilization	1	Waived
Jack and Shim	Up to 20 Locations	Waived
New Piers	TBD	\$400.00/Pier

Respectfully Submitted,

*Tito Aquino*

Tito Aquino  
 Certified Foundations, Inc.

1. It is mutually understood that in undertaking to correct/repair conditions present, other conditions that were hidden may become known. Such consequences will be beyond CFI's control, and CFI assumes no responsibility for such consequences. CFI will however, use its best skills and experience to avoid or minimize them. The owner assumes responsibility for any hazardous waste uncovered at this site.
2. The *buyer* has furnished pre-bid information used in planning the work covered in this proposal to CFI, and CFI assumes no responsibility for its accuracy. If the conditions are not in accordance with the information furnished to CFI by the *buyer* or others, the recommended procedures and scope of work in this proposal may not apply. The *buyer* will reimburse any additional expenses incurred by CFI as a result of this difference to CFI.
3. Any items of work not specifically included in this proposal shall not be the responsibility of CFI. Any alteration or deviation from the attached or referenced specifications, involving extra costs will be executed only upon written orders, and will become an extra charge over and above this proposal. All agreements are contingent upon strikes, accidents, or delays beyond our control.
4. It is mutually agreed that CFI shall retain all rights conferred upon it by the lien statutes of any State, Federal, or Territorial Government. If CFI is not paid when required by this contract, interest of 1 ½% will be charged per month. If the delinquent amount is referred to an attorney for collection, the buyer will pay all costs of collection including reasonable attorney fees and court costs. Should any legal action be required as a result of this contract, venue for such action shall be Polk County, Florida.
5. Our proposal is based on carrying out the work in a continuous manner during regular working hours. Should our work be delayed or interrupted for any reason beyond our control we will be compensated for standby of the crew and equipment.
6. If conditions beyond CFI's control make it impossible for us to render performance as specified, and buyer elects to terminate the contract, CFI will be entitled to a cancellation charge for any job set-up, in addition to reimbursement in full for all of CFI's costs (including labor, materials, and overhead), plus reasonable profit for all work performed to date of written notification by the buyer.

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Initials



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**baker house**

---

**Gator Construction** <gator\_construction@tampabay.rr.com>  
To: jfwritch@gmail.com

Sat, Apr 20, 2013 at 11:11 AM

AAA GATOR CONSTRUCTION INC.  
1960 SOUTH CONNIE POINT  
LECANTO, FL. 34461  
352-302-0089  
CB-C059105  
4/20/13

PROJECT : THE BAKER HOUSE LOCATED AT 6106 CR44A, WILDWOOD,FL.

THE PROJECT CONSIST OF LEVELING THE STRUCTURE'S USING 12 HYDRAUTIC JACKS AT THE SAME TIME UNTIL THE BOTTOM OF THE FLOOR JOISTS REACH THE LAZOR LEVEL LINE.

FOUR NEW ENGINEERED PEIRS ARE TO BE INSTALLED WITH NEW 2X12 FLOOR JOISTS IN THE N.W. SIDE OF THE SERVANT'S QUARTERS.

SIX AREAS UNDER THE BATHROOM WILL BE REPAIRED/REPLACED ACCORDING TO THE ENGINEER.

FOUR MORE PEIRS WILL BE INSTALLED UNDER THE WALLS IN THE FIREPLACE AREA.

ALL ENGINEERING, DRAFTING, AND PERMITTING ARE INCLUDED.

TOTAL PROJECT. \$ 16,500.00

---

CURTIS KEMPTON

ACCEPTANCE OF PORPOSAL

**CITY COMMISSION OF THE CITY OF WILDWOOD**

**EXECUTIVE SUMMARY**

**SUBJECT:** Special Event – Discovery Church Youth Rally

**REQUESTED ACTION:** Consideration of the Discovery Church Youth Rally Event (Board Option)

Work Session (Report Only)      **DATE OF MEETING:** 9/24/13  
 Regular Meeting                                       Special Meeting

**CONTRACT:**       N/A                                      Vendor/Entity: \_\_\_\_\_  
Effective Date: \_\_\_\_\_                                      Termination Date: \_\_\_\_\_  
Managing Division / Dept: \_\_\_\_\_

**BUDGET IMPACT:** \_\_\_\_\_

Annual                                      **FUNDING SOURCE:** \_\_\_\_\_  
 Capital                                      **EXPENDITURE ACCOUNT:** \_\_\_\_\_  
 N/A

**HISTORY/FACTS/ISSUES:**

The applicant (Paul Kilcrease / Discovery Church) seeks approval from the City Commission for a Youth Rally at their church on 204 Pine Street on September 27<sup>th</sup> and 28<sup>th</sup>, 2013 starting from 4 pm to 10 pm each day.

A road closure of Pine Street from First Avenue to Second Avenue is being requested during this event; participants would park on church property and cross Pine Street.



Melanie D. Peavy  
Development Services Director



City of Wildwood, Florida  
Development Services Department  
100 N. Main St., Wildwood, FL 34785  
Tel: 352.330.1330 Fax: 352.330.1334  
www.wildwood-fl.gov

Staff Use Only  
Fee Paid: N/A  
Method of Payment: \_\_\_\_\_  
Receipt Number: \_\_\_\_\_

### Temporary Use/Special Event Application

Applicant's Name: Paul Kilcrease

Business/Organization Name: Discovery Church C.O.G

Address: 204 Pine St Wildwood FL 34785

Phone: 352-748-1318 Email: pkilcrease78@aol.com  
352-547-7471

Property Owner(s): \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Type of Event: Church Youth Rally

Proposed Use: Set up tent to hold church service for 2 days for our Regional Church of God youth rally

Beginning Date: 9/27/13 Ending Date: 9/28/13 Hours of Operation: 6-10

Property Information:

Address (if any): 204 Pine St

Parcel Number(s): \_\_\_\_\_ Current Zoning: \_\_\_\_\_

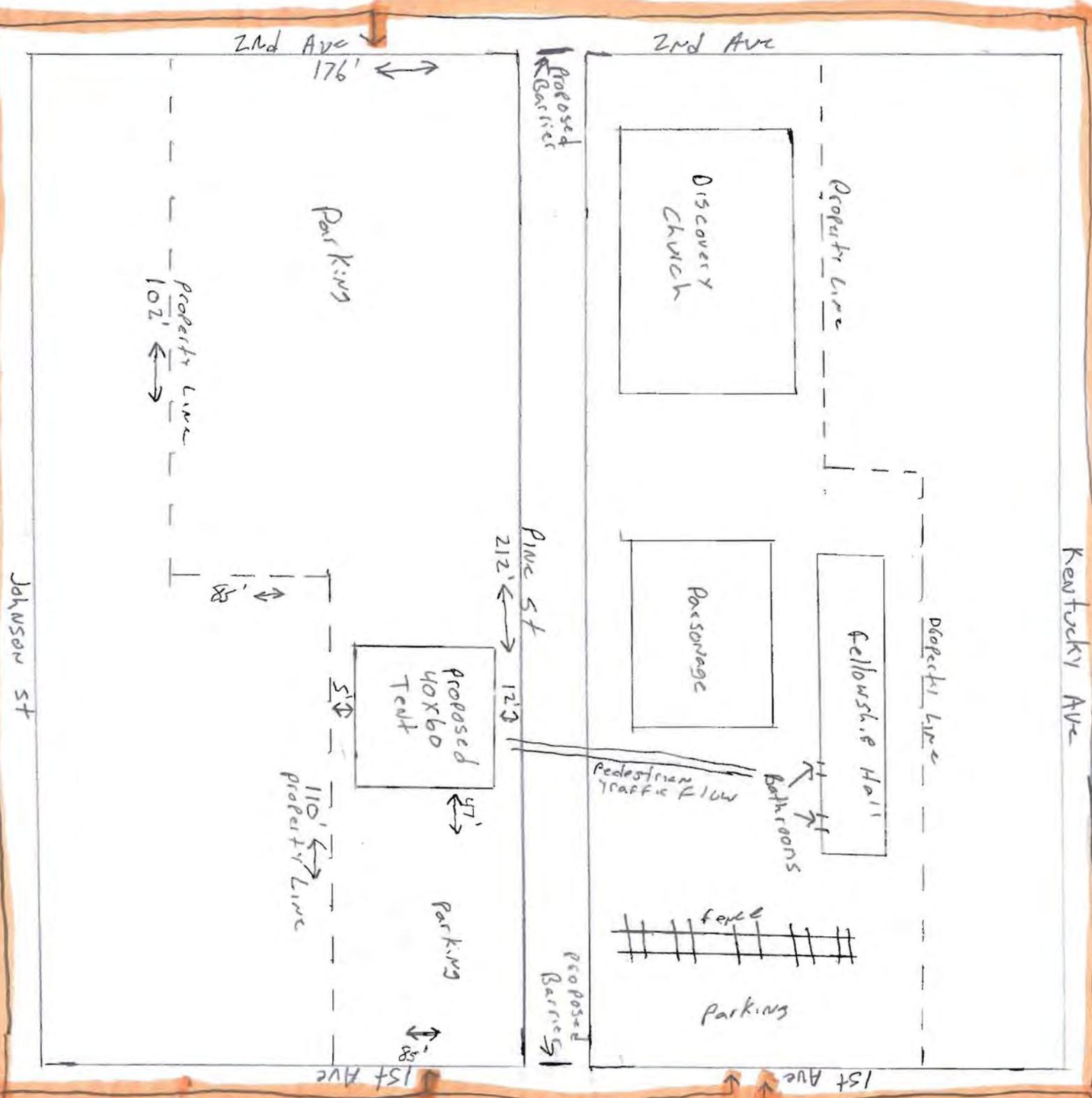
The following items must be submitted at least three (3) weeks prior to event start date for application to be reviewed.  
The proposed use must meet all criteria set forth in the City of Wildwood Ordinance No. 476.

- \$100.00 non-refundable application fee (per site).
- Notarized, dated permission letter from the property owner(s).
- Letter stating times and dates of the event.
- Site plan indicating the placement of all materials and outlining the traffic flow and any other pertinent information.
- If a tent will be used for the event, a copy of the flame-retardant seal must be provided.
- Copy of State of Florida Dept. of Highway Safety and Motor Vehicles License.
- State of Florida Dept. of Highway Safety and Motor Vehicles Temporary "supplemental" application (form HSMV 86042).
- List of phone numbers and contact information on-site.

A fire safety inspection must be completed prior to start of sale (contact Sumter County Fire Department upon approval of permit).

Applicant's Signature: [Signature] Date: 9/3/13

Staff Use Only  
Conditions: \_\_\_\_\_  
Application Approved By: \_\_\_\_\_ Date: \_\_\_\_\_



Vehicle Traffic Flow  
Pedestrian Traffic Flow

All Parking on Church Property.  
Hwy 301

Traffic Flow from 301

# Discovery Church

204 Pine Street, Wildwood FL 34785

(352) 748-1318

To whom it may concern,

I hereby give Paul Kilcrease permission to use our property (Sunset Park Church of God Inc., DBA Discovery Church) for the purpose of a youth rally on September 27th from 4:00pm until 10:00pm and September 28th from 4:00pm until 10:00pm. This rally is a Christian not for profit event sponsored by our church and other local businesses.

If you have any questions contact Paul Kilcrease at 352-547-7471.

In His Service,



Bishop Brian H. Tillman  
Lead Pastor, Discovery Church

*State of Florida  
County of Sumter*

*Signed by Bishop Brian H. Tillman who is personally known to me and that he made the foregoing statement.*



*Annette M. Miller  
Notary Public - State of Florida  
My Commission expires: 6/27/2016*

# Sumter County Fire Prevention Ordinance Special Event Permit Application

**Instructions:** Complete this application form; you may attach additional documentation as needed. Please return this form by mail or by fax. If mailing the form; mail to Sumter County Fire & EMS, Attention: Fire Prevention Bureau, 7375 Powell Road, Wildwood, FL 34785. Completed forms can also be faxed to Sumter County Fire & EMS, Attention: Fire Prevention Bureau at (352) 689-4501.

**Inspections:** After your application has been reviewed; you will be contacted to schedule any required inspections. All inspections will be conducted by the local fire department having jurisdiction.

**Payment:** All fees are due prior to any required inspections or the scheduled start of the event. Payment may be made with cash or check. Credit card payments must be made in person at 7375 Powell Road, Wildwood. All checks should be made payable to Sumter County Fire & EMS.

Date(s) of event Sat 27<sup>th</sup> & 28<sup>th</sup> Time(s) of Event 7:00<sup>PM</sup> Both days

Name of Event Fall Fire Youth Rally

Location of Event Discovery Church 202 Pine St Wildwood FL

Name of Person or Group Applying Paul Kilecase

Address 202 Pine St City Wildwood State FL Zip 34785

Contact Phone numbers 352-547-7471 or 352-391-7177

**Please describe your event, include all vendor names and services they will be providing**

We are having our Regional Youth Rally for Christ of God  
We will have a Youth Band on Friday & Saturday night we will  
be providing all youth in community we will hold a BBQ on Saturday  
at 5:30 All Service times will be at 7:00<sup>PM</sup> till around 10:00<sup>PM</sup>  
We will be having a 40x60 Tent put upon Thursday The 26<sup>th</sup> and  
will be removed on Monday 30<sup>th</sup>

**COPY**

SUMTERCTY  
 7375 Powell RD  
 Suite 129  
 Wildwood, FL 34785  
 Phone: 352-689-4500

Invoice No. 000798  
 Invoice Date 08/30/2013  
 Please pay by 09/25/2013

Please send your payment to the address shown above.

<b>Occupancy:</b>  Discovery Church - Church of God 204 Pine Street  Wildwood FL 34785	<b>Bill To:</b>  Discovery Church - Church of God
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Quantity	Item	Unit Price	Extended Price
1.00	TENT Youth Rally on 9/27-9/28/13	\$100.00	\$100.00

Invoice Total	\$100.00
Payments Applied	\$0.00
Balance Due	<u>\$100.00</u>

Thank you for your prompt payment!

# Certificate of Flame Resistance

REGISTERED  
FABRIC  
NUMBER

F-140.01

ISSUED BY  
JOHNSON OUTDOORS INC.  
BINGHAMTON, NEW YORK 13902  
*Manufacturers of the Finest  
Tent Products Described Herein*

Date of Manufacture

DEC. 2002

This is to certify that the products herein have been manufactured from material inherently flame retardant as here after specified by the material supplier.

NAME: TAYLOR RENTAL

CITY: OCALA

STATE: FL

Certification is hereby made that:

The articles described on this certificate have been manufactured with an approved flame retardant chemical in compliance with California State Fire Marshal Code, NFPA-701\*, Underwriters Laboratory of Canada, and have been tested in accordance with the Federal Test Method Specifications and meet or exceed the Military Flame Specifications of MIL-C-43008G.

Type, color and weight of material: 14 OZ Vinyl WHITE BLOCKOUT

Description of item certified: 20' MID FOR 40' ELITE SECTIONAL

**Flame Retardant Process Used Will Not Be Removed By Washing And  
Is Effective For The Life Of The Fabric**

Snyder Manufacturing, Inc.

  
TENT DEPARTMENT, JOHNSON OUTDOORS INC.

\*Large Scale

# Certificate of Flame Resistance

REGISTERED  
FABRIC  
NUMBER

F-140.01

ISSUED BY

JOHNSON OUTDOORS INC.  
BINGHAMTON, NEW YORK 13902  
*Manufacturers of the Finest  
Tent Products Described Herein*

Date of Manufacture

DECEMBER 2006

This is to certify that the products herein have been manufactured from material inherently flame retardant as here after specified by the material supplier.

NAME: TAYLOR RENTAL 16181-3

CITY: OCALA FL

Certification is hereby made that:

The articles described on this certificate have been manufactured with an approved flame retardant chemical in compliance with California State Fire Marshal Code, NFPA-701\*, Underwriters Laboratory of Canada, and have been tested in accordance with the Federal Test Method Specifications and meet or exceed the Military Flame Specifications of MIL-C-43006G.

Type, color and weight of material 16 OZ vinyl WHITE BLOCK OUT

Description of item certified: ELITE 40X40 2PC

**Flame Retardant Process Used Will Not Be Removed By Washing And  
Is Effective For The Life Of The Fabric**

Snyder Manufacturing, Inc.

Manufacturer of Flame Retardant Vinyl Laminates

  
TENT DEPARTMENT, JOHNSON OUTDOORS INC.

\*Large Scale

Discovery Church  
204 Pine St  
Wildwood, FL 34785

Contact Info

Paul Kilcrease  
352-547-7471

Melissa Kilcrease  
352-391-7177

Brian Tillman  
352-409-5089

REC'D 9-12-13  
DATE  
EXECUTIVE DEPT. *Jane*



Robert Smith, City Manager

100 N Main Street

Wildwood FL, 34785

Mr. Smith:

We have closed our operations in Wildwood Florida. Pursuant to terms of our lease agreement, we would like to terminate our lease agreement on 10/31/2013. This should allow us ample time to remove our assets from the property and leave it in its original condition. If you have any questions please feel free to contact me.

Sincerely;

A handwritten signature in blue ink, appearing to read "Toby Witt", with a long horizontal flourish extending to the right.

Toby Witt, FP-C

Regional Logistics Manager

Air Methods FL R-12

352-317-8495

twitt@airmethods.com