



**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**  
**October 14, 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.

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 for approval: August 12, 2013, Regular Meeting; August 26, 2013; Regular Meeting, and September 4, 2013, Special Called Meeting. (Attachment – Staff Recommends Approval)
2. Bills for Approval (Attachment – Staff Recommends Approval)
3. WRPC Service Agreement renewal notice. For as needed services through September 30, 2014.
4. Modification to the Oxford Oaks Developer's Agreement (Attachments) (Staff Recommends Approval)
5. SP 1309-02. Site plan approval for Phase II of Mission Oak (33 bed memory care facility totaling 28,855 SF). (Staff Recommends Approval).

**PRESENTATIONS AND/OR PROCLAMATIONS** - none

6. Jim Gollahon of Gollahon Financials and Mike Williams of Akerman, Senterfitt. Refunding information. Wildwood Bank Proposals, Wildwood Utilities Present vs Proposed debt structure 10-10-13, and:
  - a. For adoption Resolution R2013-29 - A RESOLUTION OF THE CITY OF WILDWOOD, FLORIDA, AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$4,100,000 UTILITY SYSTEM REFUNDING REVENUE BOND, SERIES 2013 FOR THE PURPOSE OF REFUNDING CERTAIN OUTSTANDING CITY OF WILDWOOD, FLORIDA UTILITY DEBT AND ACQUIRING AND CONSTRUCTION IMPROVEMENTS TO THE CITY WATER

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*AND SEWER UTILITY; PLEDGING THE NET REVENUES OF THE UTILITY SYSTEM FOR THE PAYMENT OF SUCH BOND; PROVIDING FOR THE RIGHTS OF THE HOLDERS OF SUCH BONDS; MAKING OTHER COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.*

And:

- b. *For Adoption Resolution R2013-30 – A RESOLUTION OF THE CITY OF WILDWOOD, FLORIDA, SUPPLEMENTING A RESOLUTION ADOPTED ON EVEN DATE HERewith TO FIX CERTAIN DETAILS IN CONNECTION WITH THE ISSUANCE OF ITS NOT TO EXCEED \$4,100,000; UTILITY SYSTEM REFUNDING REVENUE BOND, SERIES 2013; AWARding THE SALE OF SUCH BOND TO HANCOCK BANK MAKING SUCH DETERMINATIONS AS ARE REQUIRED TO AFFORD SUCH BOND "BANK QUALIFIED" STATUS; AUTHORIZING OTHER REQUIRED ACTIONS; AND PROVIDING AN EFFECTIVE DATE.*
7. Architects Design Group – Presentation by ADG representatives of Draft - Space Needs Assessment, New Police Station. (Attachment with Commission Packets)

**PUBLIC HEARINGS – Timed -**

- None

**PUBLIC FORUM – 10 minute time limit**

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**ORDINANCES FIRST READING ONLY (NO VOTE)**

8. First Reading of Ordinance O2013-37: *AN ORDINANCE OF THE CITY OF WILDWOOD GRANTING A REQUEST FOR A PLANNED DEVELOPMENT AMENDMENT PURSUANT TO SECTION 8.6 OF THE LAND DEVELOPMENT REGULATIONS. FOR CERTAIN PROPERTY WITHIN THE CITY OF WILDWOOD, FLORIDA; OWNED BY POWER CORPORATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.* This is an Ordinance amending the Lakeside Landings Planned Development (Ordinance O2011-07) to expand the project's boundary. No new entitlements are being sought. (Attachments – Staff Recommends Approval).
9. First Reading of Ordinance O2013-46; *AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROVIDING FOR THE VOLUNTARY ANNEXATION OF CERTAIN REAL PROPERTY OWNED BY THE CITY OF WILDWOOD, CONSISTING OF APPROXIMATELY 32.67 ACRES GENERALLY LOCATED THROUGHOUT THE JOINT PLANNING AREA WITH SUMTER COUNTY; PROVIDING THAT SECTION 1-14 OF THE CITY OF WILDWOOD CODE OF ORDINANCES IS AMENDED TO INCLUDE THE ANNEXED PROPERTY; AND PROVIDING FOR AN EFFECTIVE DATE.* Pursuant to section 171.044 and 171.204, Florida Statutes. The property is located within the City's Joint Planning Area with Sumter County, and meets all legal requirements for annexation (Staff Recommends Approval).
10. First Reading of Ordinance O2013-47; *AN ORDINANCE OF THE CITY OF WILDWOOD FLORIDA; AMENDING SUBSECTIONS 6.2(C) POTABLE WATER SYSTEM DESIGN, 6.3(C) SANITARY SEWER SYSTEM DESIGN, 6.5(D) PAVEMENT THICKNESS, AND SECTION 2.2 DEFINITIONS OF THE LAND DEVELOPMENT REGULATIONS OF THE CITY OF WILDWOOD, FLORIDA; PERTAINING TO POTABLE WATER SYSTEM DESIGN, SANITARY SEWER SYSTEM DESIGN, AND PAVEMENT THICKNESS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.* (Attachments-Staff Recommends Approval)
11. First Reading of Ordinance O2013-48; *AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, AMENDING CHAPTER 12 OF THE CITY OF WILDWOOD CODE OF ORDINANCES; DEFINING LOW SPEED VEHICLES AND GOLF CARTS; ALLOWING LOW SPEED VEHICLES AND GOLF CARTS TO OPERATE ON CITY ROADS UNDER CERTAIN CONDITIONS; PROVIDING FOR THE*

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*A PROCESS TO BECOME A GOLF CART COMMUNITY; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE. (Staff Recommends Approval).*

12. First Reading of Ordinance O2013-49; *AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROVIDING FOR THE VOLUNTARY ANNEXATION OF CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 0.25 ACRES BEING GENERALLY LOCATED ON THE WEST SIDE OF CR 105; IN SECTION 17, TOWNSHIP 18 SOUTH, RANGE 23 EAST; WHICH IS CONTIGUOUS TO THE CITY LIMITS OF THE CITY OF WILDWOOD, FLORIDA; PROVIDING THAT SECTION 1-14 OF THE CITY OF WILDWOOD CODE OF ORDINANCES IS AMENDED TO INCLUDE THE ANNEXED PROPERTY; AND PROVIDING FOR AN EFFECTIVE DATE. (Attachments -Staff Recommends Approval).*

#### **RESOLUTIONS FOR APPROVAL**

13. a) Lot 16 Easement Issue with petition to abandon, sketches, and  
b) Resolution No. R2013-28 for adoption. *R2013-28; A RESOLUTION OF THE CITY OF WILDWOOD, FLORIDA PROVIDING FOR THE VACATION OF AN EASEMENT ON A PORTION OF LOT 16, EDGEWATER AT LAKESIDE LANDINGS; PROVIDING FOR AN EFFECTIVE DATE. (Attachments – Staff recommends approval).*

#### **FINANCIAL & CONTRACTS & AGREEMENTS**

14. Request approval CR 214 Variable Frequency Drive revised of quotes. Danfoss revised quote and Sanders revised quote. (Attachments – Staff recommends approval)
15. Pest Control service for City facilities. Comparison of current vendor Terminix pricing and price quote from Massey Pest Control Services. (Attachments – Board Option)
16. Request to purchase budgeted vehicles for Parks & Recreation. Two (2), 2014 Ford F150. State Contract price \$17,220 each, \$34,440 total. (Attachment – Staff recommends approval)
17. Request to purchase budgeted vehicle for Public Works. One (1), 2014 Ford F150. State Contract price \$17,220 each. (Attachment – Staff recommends approval)
18. Request to purchase budgeted vehicle for Public Works. One (1), 2014 Ford E250 Cargo Van. State Contract price \$18,186 each. (Attachment – Staff recommends approval)
19. Request to advertise for a Request for Qualifications (RFQ 2013-03) for a Minor Utility Services contractor (Attachment – Staff recommends approval)

#### **GENERAL ITEMS FOR CONSIDERATION/DISCUSSION and OTHER BUSINESS**

20. Special Event TEMP 1309-03 Wildwood Rotary & Wildwood Athletic Club Ides of March Madness 5K Run/Walk on Saturday, 3/15/14; requesting road closures and road barriers.
21. Special Event TEMP 1310-01 Wildwood Middle/High School Homecoming Parade on Friday, 11/1/13; requesting road closures and road barriers.
22. Procedures for Recusal of Special Magistrate.

#### **APPOINTMENTS** – none

#### **CITY MANAGER REPORTS**

- Proposal to Change Wildwood's At Large Voting to Districts/Precincts

#### **CITY ATTORNEY REPORTS**

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#### **CITY CLERK REPORTS**

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**OTHER DEPARTMENT REPORTS**

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**COMMISSION MEMBERS REPORTS**

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**ADJOURNMENT**

**IMPORTANT DATES (No Attachments)**

- a. October 12, 2013 – (Saturday) – Oxford Fall Festival
- b. October 14, 2013 - (Monday) - City Commission Meeting – 7:00 PM – City Hall Commission Chamber
- c. October 18, 2013 – (Friday) – Family Food Truck night, City Hall, 6 PM – 9 PM Entertainment: Jericho
- d. October 19, 2013 – (Saturday) – Bushnell Fall Festival
- e. October 28, 2013 - (Monday) - City Commission Meeting – 7:00 PM – City Hall Commission Chamber
- f. November 7, 2013 – (Thursday) – Veteran’s Day Program, Wildwood Elementary, 9:00 AM
- g. November 11, 2013 – (Monday) – City Commission Meeting – 7:00 PM – City Hall Commission Chamber
- h. November 11, 2013 – (Monday) – Veterans’ Day – Wildwood offices Open
- i. November 25, 2013 – (Monday) – City Commission Meeting – 7:00 PM – City Hall Commission Chamber
- j. November 28, 2013 – (Thursday) – Thanksgiving Day. City Offices Closed, except Police Department
- k. November 29, 2013 – (Friday) – City Offices Closed, except Police Department

CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA  
REGULAR MEETING  
AUGUST 12, 2013 – 7:00 P.M.  
CITY HALL COMMISSION CHAMBER

The City Commission of the City of Wildwood, Florida met in Regular session August 12, 2013 at 7:00 p.m.

Present were: Mayor Wolf, Commissioners Bivins, Green, Clark and Strickland. Also present were: City Manager Cannon, City Clerk Jacobs, City Attorney Blair, Assistant City Clerk Roberts, Police Chief Reeser, Development Services Director Peavy, Parks & Rec Coordinator Hudson, Utility Director Phillips.

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

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. Approve Minutes of Regular Meeting held on July 8, 2013. (Attachments)
2. Bills for Approval (Attachments)
3. SP 1306-03 – Peppertree Village – Improvement Plan - Approval for the Peppertree Village Plat to subdivide parcels D30=003, D30=004, and D30=006 into one hundred-six (106) single-family residential lots. (Staff recommends approval)
4. Second Amendment to the St. Vincent de Paul Church Developer's Agreement - An amendment reducing the number of water and sewer connections from 26.7 ERUs to 17 ERUs. (Attachments)
5. SWFWMD Notice of the return to year-round water conservation measures, which is twice-per-week lawn watering (Attachment)

Mayor Wolf introduced the 5 Consent Agenda items.

Motion by Commissioner Bivins, second by Commissioner Green to approve the items of the Consent Agenda. Motion carried by unanimous vote.

PUBLIC HEARING – Quasi Judicial

6. PUBLIC HEARING & 2ND FINAL READING of ORDINANCE NO. O2013-30 annexing parcels G08=099 and G08=105 of approximately 1.85± acres located on Powell Road near C-44A owned by Lenard Powell Properties, LLC into the City of Wildwood, based upon the petition of the owner, Lenard Powell Properties, LLC, pursuant to section 171.044 Florida Statutes. The property is located within the City's Joint Planning Area with Sumter County, and meets all legal requirements for annexation (Attachments).

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O2013-30 was introduced and read by title only. Public Hearing was opened. No comments were received.

Motion by Commissioner Bivins, second by Commissioner Green to adopt O2013-30 on second final reading. An Ordinance Of The City Of Wildwood, Florida, Providing For The Voluntary Annexation Of Certain Real Property Consisting Of Approximately 1.85 Acres Being Generally Located On The West Side Of Powell Road And North Of C-44a; In Section 8, Township 19 South, Range 23 East; Which Is Contiguous To The City Limits Of The City Of Wildwood, Florida; Providing That Section 1-14 Of The City Of Wildwood Code Of Ordinances Is Amended To Include The Annexed Property; And Providing For An Effective Date. Motion carried by unanimous vote.

#### PRESENTATIONS AND/OR PROCLAMATIONS

7. Donation of \$5,000 and certificate of appreciation to the Wildwood Police Department to honor the department and officers for actions taken by the WW Police Department to honor the officers with a certificate of appreciation and a \$5,000 grant for training or equipment. It would have to be earmarked for a police cost, and ADT will want an acknowledgment that they donated this to the City to use for tax purposes. I suggest we be sure the Commission agrees it would approve acceptance of the donation at a budget session if there is one before that date. (Attachments)

By common consent the Commission approved acceptance of the donation and requested that the City Manager send a letter of thanks.

#### PUBLIC FORUM – CITIZEN'S TO SPEAK (Ten minute time limit for each speaker)

- o Gidget Gibson requested consensus of the Commission to move forward with the Christmas parade activities.

By common consent the Commission approved Ms. Gibson's request to move forward with the Christmas parade activities.

#### ORDINANCES FIRST READING ONLY (READ ONLY – NO VOTE)

8. Ordinance No. O2013-31; an ordinance reclassifying parcels # G08=099 and G08=105 containing 1.85 +/- acres (Lenard Powell Properties, Inc.) from Sumter County "Rural Residential" 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 CP1307-01 (Attachments)
9. Ordinance No. O2013-32; an ordinance rezoning parcels # G08=099 and G08=105 containing 1.85 +/- acres (Lenard Powell Properties, Inc.) from Sumter County "R1 and RR1" to City "C-2: General Commercial - Neighborhood" 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 1307-01 (Attachments - Staff Recommends Approval - subject to approval of Ordinance O2013-31)

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10. Ordinance No. O2013-33; an ordinance reclassifying parcel # G04=050 containing 4.65 +/- acres (Wildwood Retirement Residence, LLC) from Sumter County "Public, Institutional" to City "Public Facilities" 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 1307-03 (Attachments)
11. Ordinance No. O2013-34; an ordinance rezoning parcel # G04=050 containing 4.65 +/- acres (Wildwood Retirement Residence, LLC) from Sumter County "PIE" to City "IN - Institutional" 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 1307-03 (Attachments - Staff Recommends Approval - subject to approval of Ordinance O2013-33)
12. Ordinance No. O2013-35; an ordinance reclassifying parcel # G08=003 containing 3.5 +/- acres (Geneva M. Hampton, Donnie Ford, and Doris Ford) from Sumter County "Rural Residential" to City "Public Facilities" 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 1307-02 (Attachments)
13. Ordinance No. O2013-36; an ordinance rezoning parcel # G08=003 containing 3.5 +/- acres (Geneva M. Hampton, Donnie Ford, and Doris Ford) from Sumter County "RR" to City "IN - Institutional" 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 1307-02 (Attachments - Staff Recommends Approval - subject to approval of Ordinance O2013-35)
14. Ordinance No. O2013-38; an ordinance granting a request for a modification to the Parkwood Residential Planned Development (RPD) pursuant to section 8.6 of the Land Development Regulations for certain property within the City of Wildwood, owned by Parkwood Sumter Properties, Inc., based on favorable recommendation by the Planning & Zoning Board/Special Magistrate, case RZ 1307-04 (Attachments)
15. Ordinance No. O2013-39; an ordinance annexing parcel D17=062 of approximately 4.75± acres located on C-466 east of C-106 owned by Richard Beavers into the City of Wildwood, based upon the petition of the owner, pursuant to section 171.204 Florida Statutes. The property is located within the City's Joint Planning Area with Sumter County, and meets all legal requirements for annexation (Attachments)

Ordinances O2013-31, -32, -33, -34, -35, -36, -38 and -39 were introduced and read by title only on first reading. No action necessary.

RESOLUTIONS FOR APPROVAL

APPOINTMENTS

CONTRACTS & AGREEMENTS

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16. Attorney Consulting Agreement between the City of Wildwood and Jerri A. Blair, Esq. to remain available for consulting and providing consulting services to the new City Attorney, Ashley Hunt for a period of four months and the COW to pay consulting fee of \$20,000 for that period. (Attachment – Board Option)
17. Wildwood Attorney Agreement between the City of Wildwood and Ashley Hunt, Esq. to provide legal counsel for a period of one year with compensation as described in Agreement (Attachments – Board Option)

CA Blair noted that even through Mr. Hunt did not have municipal government experience that he was an intelligent person. He is local and has recently opened an office in Wildwood, he has a Masters of Law in Taxation which is a very hard program to get into. She noted the City does not have to advertise for an attorney. Mayor Wolf noted they would discuss on Monday during the Budget Workshop.

18. Contract Expiration Notice (CEN) for Dept. of Corrections Work Squad Contract WS728 for the Public Works Inmate Crew. This is just a request asking if we plan to renew for another year or discontinue contract, and a draft copy of the new contract for review. Current contract Expires January 19, 2014 and the actual contract will be submitted to us in a few weeks for execution (Attachments – Staff Recommends Approval)

Motion by Commissioner Bivins, second by Commissioner Strickland to continue the Contract for another year. Motion carried by unanimous vote.

## FINANCIAL

### GENERAL ITEMS FOR CONSIDERATION

19. Request from WW Dixie Youth League to recognize the Wildwood T-Ball Team for winning the 2013 Florida State Championship by having 5 city signs made reading “Welcome to Wildwood Home of the 2013 T-Ball State Champions” to be placed at all the major entrances to the city; two signs for SR44, two for Hwy. 301, and one for C-466A (Attachment – Board Option)

Mayor Wolf suggested possibly at ballpark, have had many championship teams from Wildwood. PRC Hudson noted there is a sign on one backstop for a girls’ softball team. Commissioners Strickland and Bivins asked about a sign entering the City that could be moved to the ballpark after a year or some time period. DSD Peavy noted they have a concept for a downtown sign with spaces that can be changed out.

Motion by Commissioner Strickland, second by Commissioner Bivins to table for later date. Motion carried by unanimous vote.

20. Code Enforcement Case No. 2012-008514 - Special Magistrate Archie Lowry entered an order on December 26, 2012 to provide the City the option of removing debris and cleaning property at 205 Oxford Street and add cost to the current fine. Request to approve lowest bid and to enter property to mow the vegetation. (Attachments – Staff Recommends Approval)

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Commissioner Strickland questioned if there is a way to hold the bank responsible for the cleanup of property in foreclosure. PC Reeser noted the attorney had provided and Ordinance some time ago, and the Commission decided not to pass it. It was questioned if the Inmate crews could clean up the property.

Motion by Commissioner Strickland, second by Commissioner Bivins to have Public Works inmate crew clean the property. Motion carried by unanimous vote.

21. Approval to participate in the Florida League of Cities' *Florida City Government Week* October 17-23, 2013 and the "My City: I'm Part of It, I'm Proud of It!" Campaign to raise public awareness about the services that cities perform and to educate the public on how city government works. (Attachments – Board Option)

Motion by Commissioner Green, second by Commissioner Strickland to refer to City Manager to determine how the City might participate in the Florida City Government Week. Motion carried by unanimous.

## OTHER BUSINESS

### CITY MANAGER'S REPORT

- Budget Report – Revenues and Expenditures are in line with where we should be.
- Need workshop meeting to discuss City Attorney replacement.
- Budget workshop for 5 year Capital Improvement and Insurance.

Commission to set a workshop at the budget workshop on Monday.

### OTHER DEPARTMENTS

- PRC Hudson noted she would like to partner with Wildwood Historical Association to hold the September Food Truck event at the Baker House and have an outdoor movie. Would restrict to 200 people due to the size of the screen. The movie would be free and spectators would have to pay for food.
- DSD Peavy reported the need for permission to move forward on the grants. FRDAP, Water/Sewer, CFI through SWFWMD, Baseball Tomorrow grant, CDBG and non-profit for potential YMCA.

Motion by Commissioner Bivins, second by Commissioner Green authorizing DSD Peavy to pursue grants. Motion carried by unanimous vote.

- Millennium Park Property – DSD Peavy noted the Commission had set \$10 per square foot and have received a counter offer. Another person who had shown interest in the property was contacted but there was no response. Tom Grizzard was present. Commissioner Strickland noted that the City does cannot give permissions for signage and curb cuts on Powell as that is a County road. City has no capabilities for the utilities. CA Blair noted a contract would have to drafted and approved and some of these items would not be in the contract. DSD Peavy noted some of the items relate to site issues.

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August 12, 2013

Motion by Commissioner Clark, second by Commissioner Bivins to enter into negotiations with Tom Grizzard, subject to Commission approval of contract. Motion carried by unanimous vote.

- DSD Peavy noted rumors about a tunnel under the tracks but there are no plans. CSX sent letter to the City that the City is on its own. They did look into the problem but since it is private property they can do what they want.

CSX was contacted by two residents concerned about people still crossing the tracks on foot. CSX wants to do a short presentation to the Commission like that provide in schools.

CSX – property behind the businesses. She sent a proposal to CSX for an area and they responded with a lease agreement with very little of what City proposed. City Engineer is overlaying the two proposals. Will try one more time with City Attorney and then drop. CA Blair indicated the City cannot approve an agreement with the indemnity they require.

#### CITY ATTORNEY'S REPORT

- Have been trying to schedule mediation on West Well before she leaves. Will be available if mediation takes place after she leaves.
- Closing office.

#### CITY CLERK'S REPORT

- None

#### COMMISSION MEMBERS REPORTS

- Commissioner Bivins, would like to review ordinance regarding \$2000 donation to Christmas and Martin Luther King events, and see if the Commission could donate something if others make a request. Commissioner Strickland – good idea, but could it be taken up in the budget session to set aside funds. Commissioner Bivins – give the Commission option to say yes or no. CA Blair noted it would have to be serving a public purpose. Mayor Wolf – bring up in budget workshop.
- Commissioner Strickland – what is going on with agenda. Mayor Wolf suggested the City Manager meet with each Commissioner to discuss what is happening. Mayor Wolf noted they were out on Friday.
- Mayor Wolf asked if load test is back from Ring Power.
- Mayor Wolf asked if Brass Boys has paid. UD Phillips indicated they have paid for the two pumps.

#### ADJOURN

Upon a motion by Commissioner Bivins and Second by Commissioner Strickland the meeting was adjourned.

CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA

S E A L

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

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Ed Wolf, Mayor

CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA  
REGULAR MEETING  
AUGUST 26, 2013 – 7:00 P.M.  
CITY HALL COMMISSION CHAMBER

The City Commission of the City of Wildwood Florida met in Regular Session, August 26, 2013 at 7:00 p.m.

Present were: Mayor Wolf, Commissioners Bivins, Green, Clark and Strickland. Also present were: City Manager Cannon, City Clerk Jacobs, City Attorney Blair, Assistant City Clerk Roberts, Police Chief Reeser, Development Services Director Peavy, Development Services Coordinator McHugh, Utility Director Phillips.

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

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. Approval of Minutes: Attachments
  - a. Regular Meeting of July 22, 2013
  - b. First Budget Workshop of July 17, 2013
2. Approval of Bills: Attachments
3. SP 1307-04 – Improvement Plan for Alden Bungalows (Brownwood / Villages DRI) Certification to the City Commission that the plans as submitted for the Antrim Dells Villas subdivision (180 single family units) are in conformance with the regulations and all requirements of the Villages MOA with the City of Wildwood (as required under subsection 5.3[b][2][B] of the Villages MOA).

Motion by Commissioner Green, second by Commissioner Bivins to approve the Consent Agenda items as presented. Motion carried by unanimous vote.

PUBLIC HEARINGS

\*Quasi-Judicial

DSD Peavy and DSC McHugh were sworn in.

4. Second final reading: Ordinance No. O2013-31; an ordinance reclassifying parcels # G08=099 and 08=105 containing 1.85 +/- acres (Lenard Powell Properties, Inc.) from Sumter County "Rural Residential" 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 1307-01 (Attachments - Staff Recommends approval)

Ordinance No. O2013-31 was introduced and read by title only. Public Hearing was opened. No comments were received.

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Motion by Commissioner Clark, second by Commissioner Bivins that Ordinance No. O2013-31 be adopted on second final reading. 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. Motion carried by unanimous vote.

5. Second final reading: Ordinance No. O2013-32; an ordinance rezoning parcels # G08=099 and G08=105 containing 1.85 +/- acres (Lenard Powell Properties, Inc.) from Sumter County "R1 and RR1" to City "C-2: General Commercial - Neighborhood" 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 1307-01 (Attachments - Staff Recommends Approval - subject to approval of Ordinance O2013-31)

Ordinance No. O2013-32 was introduced and read by title only. Public Hearing was opened. No comments were received.

Motion by Commissioner Green, second by Commissioner Strickland that Ordinance No. O2013-32 be adopted on second final reading. 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. Motion carried by unanimous vote.

6. Second final reading: Ordinance No. O2013-33; an ordinance reclassifying parcel # G04=050 containing 4.65 +/- acres (Wildwood Retirement Residence, LLC) from Sumter County "Public, Institutional" to City "Public Facilities" 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 1307-03 (Attachments - Staff Recommends approval)

Ordinance No. O2013-33 was introduced and read by title only. Public Hearing was opened. No comments were received.

Motion by Commissioner Bivins, second by Commissioner Clark that Ordinance O2013-33 be adopted on second final reading. 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. Motion carried by unanimous vote.

7. Second final reading: Ordinance No. O2013-34; an ordinance rezoning parcel # G04=050 containing 4.65 +/- acres (Wildwood Retirement Residence, LLC) from Sumter County "PIE" to City "IN - Institutional" 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 1307-03 (Attachments - Staff Recommends Approval - subject to approval of Ordinance O2013-33)

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August 26, 2013

Ordinance No. O2013-34 was introduced and read by title only. Public Hearing was opened. No comments were received.

Motion by Commissioner Bivins, second by Commissioner Green that Ordinance O2013-34 be adopted on second final reading. 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. Motion carried by unanimous vote.

8. Second final reading: Ordinance No. O2013-35; an ordinance reclassifying parcel # G08=003 containing 3.5 +/- acres (Geneva M. Hampton, Donnie Ford, and Doris Ford) from Sumter County "Rural residential" to City "Public Facilities" 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 1307-02 (Attachments - Staff Recommends approval)

Ordinance No. O2013-35 was introduced and read by title only. Public Hearing was opened. No comments were received.

Motion by Commissioner Clark, second by Commissioner Bivins that Ordinance O2013-35 be adopted on second final reading. 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. Motion carried by unanimous vote.

9. Second final reading: Ordinance No. O2013-36; an ordinance rezoning parcel # G08=003 containing 3.5 +/- acres (Geneva M. Hampton, Donnie Ford, and Doris Ford) from Sumter County "RR" to City "IN - Institutional" 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 1307-02 (Attachments - Staff Recommends Approval - subject to approval of Ordinance O2013-35)

Ordinance No. O2013-36 was introduced and read by title only. Public Hearing was opened. No comments were received.

Motion by Commissioner Green, second by Commissioner Clark that Ordinance O2013-36 be adopted on second final reading. 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. Motion carried by unanimous vote.

10. Second final reading: Ordinance No. O2013-38; an ordinance granting a request for a modification to the Parkwood Residential Planned Development (RPD) pursuant to section

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8.6 of the Land Development Regulations for certain property within the City of Wildwood, owned by Parkwood Sumter Properties, Inc., based on favorable recommendation by the Planning & Zoning Board/Special Magistrate, case RZ 1307-04 (Attachments - Staff Recommends Approval).

Ordinance No. O2013-38 was introduced and read by title only. Public Hearing was opened. No comments were received.

Motion by Commissioner Bivins, second by Commissioner Clark that Ordinance O2013-38 be adopted on second final reading. AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, COUNTY OF SUMTER, STATE OF FLORIDA,; RECLASSIFYING THE ZONING FROM COUNTY RPUD TO CITY PLANNED UNIT DEVELOPMENT FOR CERTAIN PROPERTY WITHIN THE CITY OF WILDWOOD, FLORIDA OWNED BY PARKWOOD SUMTER PROPERTIES, INC.; PROVIDING FOR THE TERMS AND CONDITIONS OF THE PLANNED UNIT DEVELOPMENT; PROVIDING FOR CONSISTENCY WITH THE COMPREHENSIVE PLAN; PROVIDING FOR AMENDMENT TO THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; REPEALING ORDINANCE #2010-11; PROVIDING FOR AN EFFECTIVE DATE. Motion carried by unanimous vote.

11. Second final reading: Ordinance No. O2013-39; an ordinance annexing parcel D17=062 of approximately 4.75± acres located on C-466 east of C-106 owned by Richard Beavers into the City of Wildwood, based upon the petition of the owner, pursuant to section 171.204 Florida Statutes. The property is located within the City's Joint Planning Area with Sumter County, and meets all legal requirements for annexation (Staff Recommends Approval).

Ordinance No. O2013-39 was introduced and read by title only. Public Hearing was opened. No comments were received.

Motion by Commissioner Clark, second by Commissioner Bivins that Ordinance O2013-39 be adopted on second final reading. AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROVIDING FOR THE VOLUNTARY ANNEXATION OF CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 4.75 ACRES BEING GENERALLY LOCATED ON THE SOUTH SIDE OF C-466 AND EAST OF C-106; IN SECTION 17, TOWNSHIP 18 SOUTH, RANGE 23 EAST; PROVIDING THAT SECTION 1-14 OF THE CITY OF WILDWOOD CODE OF ORDINANCES IS AMENDED TO INCLUDE THE ANNEXED PROPERTY; AND PROVIDING FOR AN EFFECTIVE

DATE. Motion carried by unanimous vote.

#### PRESENTATIONS AND/OR PROCLAMATIONS

- None

#### PUBLIC FORUM – CITIZEN'S TO SPEAK (Ten minute time limit for each speaker)

- Mark Lowen, Lenity Architecture, working on Wildwood Retirement Residents. Complimented City Commission and Staff for being efficient and ready. He works with many agencies around the State but he enjoys working with the City of Wildwood.

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ORDINANCES FIRST READING ONLY (READ ONLY – NO VOTE)

- o None

RESOLUTIONS FOR APPROVAL

12. Resolution R2013-12 – 1.9% Increase to Water/Wastewater TIE Fees as indicated in the March, 2005 TIE Fee study performed by Barnes, Ferland and Associates and based on the inflation index factor Civil Works Construction Cost Index System. (Staff recommends approval – Attachment)

Resolution R2013-12 introduced and read by title only.

Motion by Commissioner Bivins, second by Commissioner Strickland to adopt Resolution R2013-12. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILDWOOD; PROVIDING FOR INCREASES TO WATER AND WASTEWATER TRANSMISSION INFRASTRUCTURE EXTENSION FEES FOR INFLATION, PROVIDING FOR AN EFFECTIVE DATE. Motion carried by unanimous vote.

13. Resolution R2013-13 – 1.9% Increase to Water/Wastewater User Charge based on the CPI and as outlined in Resolution No. 981. (Staff recommends approval – Attachment)

Resolution R2013-13 introduced and read by title only.

Motion by Commissioner Strickland, second by Commissioner Bivins to adopt Resolution R2013-13. 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; PROVIDING FOR AN EFFECTIVE DATE. Motion carried by unanimous vote.

14. Resolution R2013-14 – 1.9% Increase to Reclaimed Water Rates for Class A, Class AM, and Class B Users based on the CPI as outlined in Ordinance No. 404. (Staff recommends approval – Attachment)

Resolution R2013-14 introduced and read by title only.

Motion by Commissioner Bivins, second by Commissioner Clark to adopt Resolution R2013-14. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILDWOOD; SETTING RATES FOR USE OF RECLAIMED WATER FOR CLASS A, CLASS AM AND CLASS B USERS; REPLACING RESOLUTION NO. R2009- 08 and R2011-10; PROVIDING FOR AN EFFECTIVE DATE. Motion carried by unanimous vote.

15. Resolution R2013-15 – 1,9% Increase to Water/Wastewater Connection Fees as indicated in the Water and Wastewater Connection Fee study performed by Barnes, Ferland and Associates and based on the inflation index factor Civil Works Construction Cost Index System. (Staff recommends approval – Attachment)

Resolution R2013-15 was introduced and read by title only.

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Motion by Commissioner Bivins, second by Commissioner Clark to adopt R2013-15. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILDWOOD; PROVIDING FOR INCREASES TO WATER AND WASTEWATER CONNECTION FEES FOR INFLATION; PROVIDING FOR AN EFFECTIVE DATE. Motion carried by unanimous vote.

- 16 Resolution R2013-16 - Okahumpka Plaza Maintenance and Repair: A RESOLUTION TO AMEND THE FISCAL YEAR 2012-2013 BUDGET TO TRANSFER FUNDS FROM THE ENTERPRISE FUND'S NON-RESTRICTED CASH AND INVESTMENTS ACCOUNT TO THE ENTERPRISES FUND'S REPAIR AND MAINTENANCE ACCOUNT, ACCOUNT NO. 0401 0036 0536 0460

Resolution R2013-16 was introduced and read by title only.

UD Phillips explained the history of the utilities at the service plaza. A tri-party agreement was set up. City of Wildwood, Turnpike Authority and their Concessionairs to split the estimated cost of \$450,000 to install an 8" line from the City and abandon the plant at the plaza. The City's portion is to be \$150,000. The \$450,000 includes the design work. The City will front everything and be reimbursed at the end of the project.

Motion by Commissioner Strickland, second by Commissioner Bivins to adopt R2013-16. A RESOLUTION TO AMEND THE FISCAL YEAR 2012-2013 BUDGET TO TRANSFER FUNDS FROM THE ENTERPRISE FUND'S NON-RESTRICTED CASH AND INVESTMENTS ACCOUNT TO THE ENTERPRISES FUND'S REPAIR AND MAINTENANCE ACCOUNT, ACCOUNT NO. 0401 0036 0536 0460. Motion carried by unanimous vote.

17. Resolution R2013-17 - Fire Hydrants Meter Assemblies: A RESOLUTION ESTABLISHING LEASE FEE AND LEASE DURATION FOR THE LEASE OF FIRE HYDRANT METER ASSEMBLIES

Resolution R2013-17 was introduced and read by title only.

In response to a question from Mayor Wolf, UD Phillips indicated it appears that some developers are circumventing some fees by getting water through construction meters that were leased for construction water only.

Motion by Commissioner Green, second by Commissioner Bivins to adopted R2013-17. A RESOLUTION ESTABLISHING LEASE FEE AND LEASE DURATION FOR THE LEASE OF FIRE HYDRANT METER ASSEMBLIES. Motion carried by unanimous vote.

18. Resolution R2013-18 – Kruger Roto funding: Amend Budget

Resolution R2013-18 was introduced and read by title only.

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Motion by Commissioner Clark, second by Commissioner Green to adopt R2013-18. A RESOLUTION TO AMEND THE FISCAL YEAR 2012-2013 BUDGET TO TRANSFER FUNDS FROM THE ENTERPRISE FUND'S NON-RESTRICTED CASH AND INVESTMENTS ACCOUNT TO THE ENTERPRISE FUND'S REPAIR AND MAINTENANCE ACCOUNT, ACCOUNT NO. 0401 0036 0536 0460. Motion carried by unanimous vote.

## FINANCIAL & CONTRACTS & AGREEMENTS

### GENERAL ITEMS FOR CONSIDERATION and OTHER BUSINESS

19. Request for Waiver of Community Center Fees for Fund Raiser to help offset medical bills of family member. (Board option – Attachment)

Mayor Wolf even though he has known the family for many years, expressed concern that if approved it would open the door to others making the same request. He would be willing to help with the cost of the rental. PRC Hudson indicated this group does not fall into any of the categories for discounting or waiving fees.

The City Manager will send a letter

20. Letter from Marilyn "Kitty" Escue proposing the formation of a working group of Village residents as a catalyst to unify The Villages and Wildwood communities through volunteer efforts.

DSD Peavy indicated Ms. Escue met with her several weeks ago. She would like permission from the City for her group to volunteer time, and be a Board to provide input to the City and recommend improvements and work with residents of the Village to better understand small town way of life. Mayor Wolf noted they would have to understand the City does not have an open pocketbook and anything would have to schedule through the City Manager. CM Cannon and DSD Peavy to send letter to Ms. Escue and explore further and bring back.

## APPOINTMENTS

- None

## CITY MANAGER'S REPORT

- Noted upcoming Workshop.
- Mayor Wolf asked if County staff has mentioned anything regarding Coleman Airport or Firestone project. We would like to hear from them because neither has been brought to the Commission's attention. DSD Peavy reported the Economic Coordinator says the Firestone project is on hold right now. The County has the airport on the agenda to discuss. The EDC says this may also be on hold.
- Mayor Wolf asked if the area of Pinellas Plaza subject to the City LDR. DSD Peavy stated no, the Villages came before the Commission and they have their own zoning category for their DRI. They have an MOA with the City that took the City Code and replaced everything in it to meet their standards. Mayor Wolf noted his concern is the sidewalk issue. DSD Peavy – the City is requiring the sidewalk on the Mills Property and the issue is the City was supportive of interconnection with the County Building so those residents could walk to the County Building. The County has said no, they will put up a wall. She suggested to Mr. Arnold that they coordinate some type of sidewalk along Powell Road and he said they

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would probably be in support of it on the west side of Powell Road but not the east side. Their issue is that people will try to ride golf carts along the sidewalk to access the County Building and then they would be able to access the Villages cart paths. Mayor Wolf suggested they control the north side where the Villages enter the County building property. The County suggested the City have the developer put up some type of block so the residents did not go onto the County property via the sidewalk. Commissioner Green asked why Brownwood shows a Villages address and not Wildwood. DSD Peavy stated, because they wanted it that way. Commissioner Green – how does the City say what they want since the Villages have said what they want. What can the City do to have the residents in the new developments that are actually in the City have City of Wildwood addresses. DSD Peavy – the County does the 9-1-1 addresses and they worked that out with the Villages. She reminded the Commission that the City went into the agreement for a purpose. The Villages would not have annexed the property into the City had the City not agreed.

#### CITY ATTORNEY'S REPORT

21. New City Attorney – Discussion/Decision
- a. Attorney Consulting Agreement between the City of Wildwood and Jerri A. Blair, Esq. to remain available for consulting and providing consulting services to the new City Attorney, Ashley Hunt for a period of four months and the COW to pay consulting fee of \$20,000 for that period. (Attachment – Board Option)
  - b. Wildwood Attorney Agreement between the City of Wildwood and Ashley Hunt, Esq. to provide legal counsel for a period of one year with compensation as described in Agreement (Attachments – Board Option)

CA Blair indicated there would be no need to approve the Consulting Agreement unless the Commission approved the Attorney Agreement. Stated there would be no one to advise if the Agreement with Ashley Hunt were not approved. Sure that he has the ability and he has shown initiative. Commissioner Strickland stated during budget workshop they had instructed to advertise. Was upset with the language of the email he received.

Since he has been here he does not recall a single time the City has not done due diligence to search out the best qualified. Mayor Wolf – can't advertise until we know what we want. CA Blair – the statutes do not require RFQ for City Attorney services.

Ashley Hunt was present and introduced himself. He reported he has taken a course that Jerri recommended. He feels he would be a good fit and has lowered his rate for the City. Will do what the City requires.

Mayor Wolf asked if he would accept a period of four months knowing the City was advertising.

Ashley Hunt stated he is inclined to do it but would like 24 hours to think about it. Commissioner Strickland noted that the Commission is in agreement that they would like to have someone local.

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By Common Consent the Commission approved to offer contract to Ashley Hunt for four months from September 1 through December 31 at a rate of \$5000 per month pending advertising and receiving RFQ's.

By Common Consent the Commission authorized the Mayor to execute Attorney Agreement with Ashley Hunt.

Motion by Commissioner Clark, second by Commissioner Bivins for City Manager and Mayor to negotiate with Jerri Blair regarding consulting agreement. Motion carried by unanimous vote.

CITY CLERK'S REPORT

- o None

OTHER DEPARTMENT REPORTS

- o None

COMMISSION MEMBERS REPORTS

22. Special Presentation: No attachments.  
Mayor Wolf presented to Jerri A Blair a Years of service plaque for her 22 years of service to the City of Wildwood.

ADJOURN

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

CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA

SEAL

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

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

CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA  
SPECIAL CALLED MEETING  
SEPTEMBER 4, 2013 – 5:00 P.M.  
CITY HALL COMMISSION CHAMBER

The City Commission of the City of Wildwood, Florida met in Special session September 4, 2013 at 5:00 p.m.

Present were: Mayor Wolf, Commissioners Bivins, Green, Clark and Strickland. Also present were: City Manager Cannon, City Clerk Jacobs, Police Chief Reeser, and Development Services Director Peavy.

CONSENT AGENDA/INFORMATIONAL ITEMS – none

PUBLIC HEARINGS – 7:00 PM – none

PRESENTATIONS AND/OR PROCLAMATIONS - none

PUBLIC FORUM

ORDINANCES FIRST READING ONLY (NOTE VOTE) – none

RESOLUTIONS FOR APPROVAL – none

FINANCIAL & CONTRACTS & AGREEMENTS

1. Discussion/Decision - 5-year Capital Improvement Plan. Kimley-Horn presentation and Capital Improvement Project Information from UD Bruce Phillips. (attachments)

Rick Busche from KH indicated he was present tonight at the request of City Manager Cannon to provide some background regarding the Enterprise Fund. KH has not in the past been part of the budget sessions.

Mayor Wolf noted that this was the first time for a utility Capital Improvement plan, but it is not the first time the City has had a capital improvement plan in place as we have been required to have one by the State.

KH presented a prioritization of issues for utilities that look out 5 years in advance. The purpose of this plan is to allow the City to consider what the projects in the normal operation and maintenance of a system has got to get done. The items on the list are not “wish list items”. They don’t get on the list until there is an actual need.

Commissioner Green inquired as to how the need is determined. Mr. Busche responded that the need is determined via the City’s technical staff, the people that run the utility department and/or from the consultants in some cases if they are tasked with specific things to do; from complaints from the customers; from developments that come into the City and from the needs that come from just running a utility system. This list is comprised of the things that they (KH) is aware of that needs to be addressed.

The year by year proposed projects were addressed with the FY 2013-2104 needs specifically addressed. (note: 2<sup>nd</sup> sheet reflecting Wastewater projects not included in the package. Hand out tonight)

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The water projects according to priority are: (1) Coleman 501 plant repairs/Cr 214 plant repair \$1,100,000; (2) West Well replacement options, \$900,000; (3) C466A Utility Relocates,\$150,000; (4)Okahumpka Service Plaza, \$150,000;(5) Turnpike interchange utility Relocations, \$150,000 (6) 75KW Generator for Huey St. with transfer switch,\$50,000; (7) Loop/upgrade water mains/install valves, \$200,000.

The Wastewater Projects, (page 2) (handout) according to priority for 2013-2104 are: (1)Trailer mounted Sewer jetter machine, \$45,000 (2) Replace WWTP influent Bar Screen, \$400,000 (3) Portable Gantry lift system, \$6,250, and (4) Miscellaneous System enhancements-\$100,000.

The Trailwinds Utility Extension Project, \$1.8 million dollars, although listed is a developer funded project and not included in the amount recommended.

CM Cannon reminded the Mayor that we had talked about funding these particular items in previous meetings at the cost of @ \$2.5 million dollars of new money. The City has reserves of \$2.7 million, of which \$1 million can be contributed in order to fund all the water projects. CM also stated that the project listed for wastewater should also be taken care in the next budget.

Mayor Wolf asked Bruce Philips to see if he can determine why head works and certain improvements were never done during the expansions and if they indeed should have been done.

CM Cannon asked the Commission to consider concerning the West Well, the different options that are being looked at. One is putting out an RFQ for a contractor that would basically be on call to the City 24/7. Cm noted there are problems associated with that. If you have a very important area that fails, he, as City Manager can't call a Board (Commission) meeting if half of Wildwood is shut down, therefore having the contractors that you know you can call on is important and it would be deemed an emergency situation. He, as City Manager needs to be granted the authority to spend up to about \$20,000 to have the contractors working to resolve the problem until he is actually able to get to call a meeting. Mayor Wolf noted that that type of situation is just the nature of the beast. It has happened before and he would trust the City Manager and Department heads in emergency type situations to make the best decision. Mayor Wolf noted that the CM has all Commissioners email addresses and he feels all should be notified. He would hate to hear something like that on the street before having heard it from him. Commissioner Clark stated he feels the charter already gives the CM the authority to act in the time of an emergency and he would expect for the CM to do as he has stated needed to be done. CM assured the Commission that they will be kept informed.

CM Cannon recommended abandoning the West Well as quickly as possible and quit using it. If the need for a contractor arises he will contact them. West Well Solutions were discussed with Bruce Philips and Kimley Horn representatives. It was concluded that the Ashley Property method would be the least expensive method of resolving the issue.

Mayor Wolf also suggested that our new Attorney make contact with the property owner and/or his attorney to see if he can make the difference in changing his mind regarding the property.

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CM Cannon summarized tonight's presentation by asking the Commission to approve the funding with Jim Gollahon of Gollahon Financial Services plus use of approximately \$1 million dollars from un-restricted reserves.

Motion by Commissioner Green with a second by Commissioner Bivins to approve the 2013-2014 five (5) year utility \$3.25 million dollars of capital improvement expenditures shown in the plan presented by Kimley- Horn for Water and Wastewater, providing the funding is obtained and also approve using up to \$1 million dollars out of Enterprise fund reserves to supplement the loaned fund. Motion carried. Yea: - Bivins, Clark, Green and Wolf; Nay- Strickland.

Motion by Commissioner Bivins with a second by Commissioner Clark to approve staff to negotiate and purchase the Ashley property as the best solution so far to resolve the matter of the West well. Motion carried. Yea: - Bivins, Clark, Wolf and Green; Nay- Strickland

Other Budget matters \*\*\*\*\*

Mayor Wolf asked Bruce Phillips to consider purchasing a vehicle for his use for City Business rather than utilizing his personal vehicle. Remarks concerning not treating no employee different from another were presented regarding some prior incident.

Motion by Commissioner Clark with a second by Commissioner Green to authorize the purchase of vehicle for use by the Utility Director from the monies already budgeted. Motion carried. All voting yea.

Mayor Wolf stated he had been asked a question concerning the % increase for Commissioners and asked Clerk Jacobs how it came about and if it applied to all employees.

Clerk Jacobs explained that Commissioner Allen was instrumental in getting the Resolution passed that provided for automatic increases for Mayor and Commissioners prior to his departure and this Year (2013) was the first time it was implemented, although Commissioner Allen is no longer here.

The annual increase is to correspond with the change in the CPI and applies to the elected officials only, not to any other employees. Employee raises, if any, are still determined by the Commission during budget sessions.

Mayor asked if there was any other business regarding the proposed 2014 budget.

Motion by Commission Green with a second by Commissioner Bivins to tentatively adopt the 2013-2014 budget as amended with the actions of the Commission tonight. Motion carried. All Voting yea.

GENERAL ITEMS FOR CONSIDERATION and OTHER BUSINESS – none

APPOINTMENTS – none

CITY MANAGER'S REPORT

CITY ATTORNEY'S REPORT

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Page 4

CITY CLERK'S REPORT – none

OTHER DEPARTMENT RESPORTS - none

#### COMMISSION MEMBERS REPORTS

##### 2. City Manager Evaluation and Contract discussion/decision. (attachments)

- a) Current Contract 2012-2013
- b) Evaluations
- c) Proposed Contract FY 2013-2014

CM Cannon stated that he had asked Attorney Blair to prepare the revision to his contract prior to her leaving indicating the amount of pay was left blank for Commission authorization.

Mayor Wolf stated the Commission has to decide what is going to be done but noted that for the past 30+ years, the motion regarding adopting the budget with across the board raises for the employees also included the City Manager.

CM Cannon reminded the Mayor that when he was hired the Commission paid him out of a contract for the amount of \$5,000. The only thing he is asking for this new contract revision is for that \$5,000 to go to him. No 3% or anything else. Mayor noted the \$5,000 was paid to get him out of the contract with the other city not that it was offered as a part of salary and there was no other guarantee. CM Cannon expressed that his review of his evaluations reflected that he met the expectations of the job.

Mayor Wolf commented that he feels that a better evaluation would have been from the ones that work under him rather than the ones he works for. Mayor Wolf and Commissioner Clark noted some areas that they feel needs to be worked on.

Mayor Wolf referenced a form that had been prepared by the Clerks Department, at his request, for the Commissioners to use to reflect percentage rate of increase they propose for the City Manager without having to do so openly in a meeting and that the Clerks Department could then take the average of and incorporate that amount into the contract that is proposed.

CM Cannon expressed appreciation to the Commission for the chance to serve the Citizens of Wildwood.

The public records request from Pam Law was briefly discussed wherein several Commissioners expressed that they had not seen the request to furnish any and all texts, memos, etc. if they had any, regarding complaints pertaining to Deanna Cox and/or City Manager Cannon.

Commissioners Bivins, Green and Strickland expressed problems with emails and/or phones indicating they needed to come in. Commissioner Strickland indicated he has received emails from Marena only. Clerk Jacobs commented that he personally, had sent the public records request from Pam Law out to all Commissioners for their compliance.

Commissioner Strickland commented that since it seems that there is no one that feels that the Commission shouldn't extend the contract for City Manager Cannon, it is his opinion

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and he is willing to along with the same pay raise given the employees be provided the City Manager, whatever that is, so that is what he would check on the form and is not taking one home. Mayor noted that would be 3%.

Motion by Commissioner Green with a second by Commissioner Bivins to approve the revised contract for City Manager Bill Ed Cannon to become effective 10/1/13 with the salary as determined by City Clerk after averaging the rate increase recommendation sheets (form) from all the Commissioners. Motion carried. All voting yea.

Other: \*\*\*\*\*

Chief Reeser advised the Commission that the subject of familiarizing the Commissioners with the Sunshine laws had been referred to the new Attorney about possible seminars and providing training. The Commissioners noted that this was just offered thru City of Tavares most recently.

Commissioner Green indicated that he has previously been exposed to information.

Mayor Wolf commented he was going to bring up at the next meeting, given what has happened recently with shooting at the convenience store, the subject of lighted parking lots. We need to go back and see what our ordinances say. He has noticed several parking lots that considerably dark.

Chief Reeser noted that challenge to the ordinance would be up to the business, and he will research. He knows there are differences if you 24 hrs. vs. some other time frame and whether there is two clerks vs. some other number.

#### ADJOURNMENT

Motion by Commissioner Bivins, with a second by Commissioner Strickland to adjourn the meeting. Motion carried. All voting yea.

S E A L

CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA

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

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

**BILLS FOR APPROVAL**  
**City of Wildwood, Florida**  
**October 28, 2013**

**CITY COMMISSION-LEGISLATIVE DEPARTMENT**

Florida League of Cities	Membership Dues	\$	508.50
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**CITY MANAGER-EXECUTIVE DEPARTMENT**

Payroll	October 20, 2013 Pay Period - 2 Employees		
Arbor Day Foundation	Membership Dues	\$	15.00
Bright House	Internet Service	\$	114.60
Florida League of Cities	Membership Dues	\$	84.75

**CITY CLERK-FINANCIAL & ADMINISTRATIVE DEPARTMENT**

Payroll	October 20, 2013 Pay Period - 4 Employees		
Bright House	Internet Service	\$	229.18
Brown & Brown of Florida, Inc.	ACE American Insurance Company 2nd Yr. Install	\$	1,108.00
C N A Surety	Bond Policy	\$	124.10
Florida League of Cities	Membership Dues	\$	84.75
IMS	Software Maintenance	\$	432.00
Intl Institute of Municipal Clerks	Membership Dues	\$	85.00
Kohn Construction & Electric, Inc	HVAC Service Contract	\$	100.00
Sharky's Van N Sew	New Motor and Belts	\$	69.83

**DEVELOPMENT SERVICES**

Payroll	October 20, 2013 Pay Period - 4 Employees		
Bright House	Internet Service	\$	229.18
Martronics	Batteries	\$	14.30

**HUMAN RESOURCES**

Payroll	October 20, 2013 Pay Period - 1 Employees		
Bright House	Internet Service	\$	57.30

**POLICE DEPARTMENT**

Payroll	October 20, 2013 Pay Period - 32 Employees		
Century Link	Annual Billing for Maintenance Mitel 3000	\$	58.46
Department of Management Services	DMS	\$	53.66
Merritt Department Store	Shirts and Trousers	\$	644.33
TLO LLC	Person Search	\$	29.77
Villages Operating Company	A/C Reimbursement	\$	19.26

**STREET DEPARTMENT**

Payroll	October 20, 2013 Pay Period - 9 Employees		
Bright House	Internet Service	\$	149.18
Department of Corrections	Work Squad 4th Quarter	\$	14,501.00
Martronics	Batteries	\$	36.39
Salescorp of Florida	Basic Dust Mask	\$	6.00
Sherwin Williams	Paint	\$	190.27

**FLEET SERVICES**

Payroll	October 20, 2013 Pay Period - 2 Employees		
Bright House	Internet Service	\$	149.17
Martronics	Batteries	\$	24.86
Mitchell 1	Prodemand Repair Software Sub	\$	1,488.00

**COMMUNITY RE-DEVELOPMENT**

Bright House	Internet Service	\$	57.28
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**PARKS AND RECREATION**

Payroll	October 20, 2013 Pay Period - 5 Employees		
Bright House	Internet Service and WiFi	\$	168.00
Culligan	Rental Softener - Lake Deaton - Wigglesworth	\$	32.95
Department of Corrections	Work Squad 1st Quarter	\$	8,624.55
Nature Calls Inc	Port O Let Rentals	\$	255.00

**COMMUNITY CENTER & OXFORD COMMUNITY CENTER**

Bright House	Internet Service and WiFi	\$	657.29
Oracle Elevator	Regular Service	\$	445.43
United Refrigeration, Inc	Repair Ice Machine	\$	203.60

**PHYSICAL ENVIRONMENT ADMINISTRATIVE DEPARTMENT**

Payroll	October 20, 2013 Pay Period - 3 Employees		
Bright House	Internet Service	\$	171.88
IMS	Software Maintenance	\$	120.50
Kohn Construction & Electric, Inc	HVAC Service Contract	\$	100.00
Martronics	Batteries	\$	14.30
Sharky's Van N Sew	New Motor and Belts	\$	69.81

**UTILITY DEPARTMENT**

Payroll	October 20, 2013 Pay Period - 23 Employees		
Acton	Modular Rental	\$	600.27
AmeriGas	Yearly Tank Rental	\$	116.86
Brenntag	Liquid Chlorine	\$	994.56
Bright House	Internet Service	\$	533.65
Department of Corrections	Work Squad 1st Quarter	\$	5,749.70
Department of Management Services	DMS	\$	53.66
Discount Janitorial & Paper Supply	Paper Products	\$	256.88
Ed's Crane Service of Lake County	Remove and Set Kruger's Gear Box	\$	770.00
HD Supply Waterworks	Green PVC Pipe, Sch 40	\$	21.88
Odyssey Manufacturing	Hypochlorite Solutions	\$	2,340.60
Sunstate Meter & Supply, Inc.	T10 Pit Gallon Ecoder Register	\$	209.39
The Dumont Company	Hypochlorite Solutions, Clear Flow	\$	4,455.00

**GREENWOOD CEMETERY**

**ATTORNEYS/CONSULTANTS/SURVEYORS**

Architects Design Group, Inc	Wildwood Police Department Facility	\$	4,327.22
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**FUEL INVENTORY**

Stone Petroleum Products, Inc	Unleaded Gasoline	\$	8,021.38
Stone Petroleum Products, Inc	Ultra LSD Fuel	\$	1,713.19

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<b>TOTAL</b>		\$	<b>61,691.67</b>
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CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA

S E A L

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

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

MICHAEL R. MOEHLMAN  
EXECUTIVE DIRECTOR

1241 S.W. 10<sup>TH</sup> Street  
OCALA, FLORIDA 34471-0323

Telephone 352-732-1315  
FAX 352-732-1319  
email: mailbox@wrpc.cc  
Http://www.wrpc.cc



OFFICERS

DENNIS DAMATO  
CHAIR

WHITNEY "STONEY" SMITH  
VICE-CHAIR

MARTHA HANSON  
SECRETARY



September 20, 2013

The Honorable Ed Wolf, Mayor  
City of Wildwood  
100 N. Main Street  
Wildwood, FL 34785

Dear Mayor Wolf:

Enclosed please find two original copies of contracts for renewal of the City of Wildwood's service agreement with the Withlacoochee Regional Planning Council; the agreement is for services needed through September 30, 2014. Once the contract has been approved by the appropriate authority, please return one fully-executed copy for our files.

The agreement is essentially the same as the one for the fiscal year ending September 30, 2013; the contract imposes no retainers and all services are performed only on written request.

Please telephone if you have any questions.

Sincerely,

Michael R. Moehlman  
Executive Director

MRM:bjf

Enclosures

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN**  
**THE CITY OF WILDWOOD**  
**AND THE**  
**WITHLACOOCHEE REGIONAL PLANNING COUNCIL**

THIS AGREEMENT, made and entered into by and between the City of Wildwood hereinafter referred to as "Local Government," and the Withlacoochee Regional Planning Council, hereinafter referred to as "Council."

**WITNESSETH:**

WHEREAS, the Local Government desires to engage the Council to render professional planning services in connection with an undertaking which is to be financed by the Local Government;

NOW, THEREFORE, for and in consideration of the mutual terms, covenants and conditions herein contained to be complied with by the parties hereto, the parties hereto contract and agree as follows:

1. Performance of Service: Local Government hereby contracts and agrees to engage Council to perform such services on behalf of Local Government as provided for in Exhibit "A" attached hereto and made a part hereof, and to compensate Council for its performance of said services as provided for in paragraph 4 and Exhibit "B" herein. Said services shall be scheduled and arranged in accordance with the provisions of Exhibit "A".
2. Area Covered: Council shall perform its services as provided for in Exhibit "A" attached hereto in connection with and respecting the following area or areas, herein called the "service area." Said service area being that area contained within the municipal limits of the City of Wildwood.
3. Contract Period: (See Paragraph 6).
4. Compensation and Method of Payment: Council shall be compensated for the services it renders to Local Government as provided for herein in accordance with the schedule provided for in Exhibit "B" (Payment Schedule) attached hereto and made a part hereof. Council shall submit invoices to the Local Government in accordance with the Payment Schedule provided for in Exhibit "B" attached hereto which shall be due and payable by Local Government upon their receipt of same. The parties hereto understand and agree that the payment to Council by Local Government shall be in accordance with the provisions of Exhibit "B" attached hereto, and that Local Government at the expiration of the term of this AGREEMENT shall be responsible for the actual direct costs and expenses incurred by Council for the provision of the professional services; said direct costs and expenses shall include time of personnel, travel, and associated costs.
5. Council Coordination: The Council shall maintain a close working relationship with the Local Government. The Council shall coordinate with an individual designated as the Program Coordinator with the Council throughout the contract period.
6. Duration and Termination: It is mutually agreed that this agreement shall commence October 1, 2013 and continue through September 30, 2014. However, this AGREEMENT may be terminated subject to the terms of the AGREEMENT. It is mutually agreed that each of the parties shall have, and there is hereby reserved to each party the absolute right to cancel and annul this AGREEMENT at any time

upon thirty (30) days written notice to the other party. In the event of termination of this AGREEMENT, all finished and unfinished research, prepared by the Council under this AGREEMENT shall be made available to the Local Government. The Local Government shall be billed for all costs incurred for services provided by the Council after the termination of this AGREEMENT.

- 7. Contract Modification: Local Government and the Council shall mutually agree upon any extension of or revision, modification, or addition to this AGREEMENT and/or any provisions of Exhibit "A" all of which extensions, revisions, modifications and additions shall be in writing and signed by the parties. Upon the decision to modify this AGREEMENT, a mutually agreeable fee for the performance of the modified services shall be negotiated and agreed upon by the parties hereto in writing.

IN WITNESS WHEREOF, the Local Government and the Council have executed this AGREEMENT the day and year first above written.

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_

City of Wildwood

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_  
Title

Withlacoochee Regional Planning Council

Witnesses:

*Glenda J. Roberts*  
\_\_\_\_\_

*BJ Fowler*  
\_\_\_\_\_

DATE: September 19, 2013

BY: *Michael R. Moehlman*  
\_\_\_\_\_

Michael R. Moehlman, Executive Director  
Title

EXHIBIT "A"

Task I: General services to be provided by the Council

The following services are to be provided by the Council as requested by the Local Government:

1. Attend Local Government's planning & zoning commission meetings when requested in advance by the Local Government.
2. Provide professional planning products, advice and comments on planning and land development regulation matters as requested by the Local Government.
3. Review, and provide comments and/or products on other matters requiring professional planning expertise as requested by Local Government.

Task II: Requests for attendance at meetings and review of matters mentioned under Task I

1. With regard to Exhibit "A", Task I(1), sufficient advance notification shall be understood to mean a period of not less than ten (10) working days prior to said meeting.
2. With regard to Exhibit "A", Task I(2)(3), performance of services and work schedules shall be mutually agreed to by the Council and Local Government determinate upon type, amount, and complexity of service requested.
3. Requests for Planning Services and meeting attendance shall be submitted in written form for clarification purposes.

Task III: Requests for written work products and work product approval

1. When the services mutually agreed upon per Exhibit "A", Task II(2) require written work products, any preliminary draft versions of a written work product shall be furnished to the Local Government for review and comment. The Local Government shall provide comments on a preliminary draft version of a work product to the Council within fifteen (15) days (excluding weekends and holidays) of receiving the preliminary draft. These comments shall reflect any changes in the preliminary draft work product needed to create an acceptable and approvable final document by the Local Government. A final document product will be presented to the Local Government for review and approval incorporating any changes required by the Local Government after review of the preliminary draft(s).
2. The Local Government shall provide the approval of the final document product, in writing or by official action, within fifteen (15) days (excluding weekends and holidays.) After fifteen (15) days, if no refusal or approval is made, the Council shall consider the lack of refusal or approval to be an official approval. Local approval of the work product is independent of formal adoption of a work product by the Local Government and any approvals granted by any other agency.

EXHIBIT "B"

1. The Council shall be compensated for the actual costs of professional services rendered. Council shall submit monthly invoices to the Local Government in accordance with the actual costs incurred. The invoices shall be due and payable by the Local Government upon their receipt of same.
2. Direct Charges: The Local Government shall be responsible for the actual direct costs and expenses incurred by Council for the provision of the planning services; said direct costs and expenses shall include but not be limited to time of personnel, supervision of personnel, travel, graphics, and reproductive costs.
3. Other Direct Charges (indirect) : Council shall also charge Local Government for indirect costs associated with the planning services. (depreciation, insurance, etc.)
4. Charges for personnel time shall be assessed at the most current hourly rate\* schedule, to include salary and fringe benefits of staff involved. The following staff may work on the project. Other staff not listed may be required to work on the project.

Hourly Rate\* Schedule (Effective October 1, 2013)

Planning Director	\$64
Senior Planner	\$42
Principal Planner	\$36
Secretarial (Average)	\$39

\*Rate varies monthly because of paid leave time used.

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AND THE  
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IN WITNESS WHEREOF, the Local Government and the Council have executed this AGREEMENT the day and year first above written.

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_

City of Wildwood

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_  
Title

Withlacoochee Regional Planning Council

Witnesses:

Glenda J. Roberts  
\_\_\_\_\_

Bj Fowler  
\_\_\_\_\_

DATE: September 19, 2013

BY: Michael R. Moehlman

Michael R. Moehlman, Executive Director  
Title

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Hourly Rate\* Schedule (Effective October 1, 2013)

Planning Director	\$64
Senior Planner	\$42
Principal Planner	\$36
Secretarial (Average)	\$39

\*Rate varies monthly because of paid leave time used.

**CITY COMMISSION OF THE CITY OF WILDWOOD**

**EXECUTIVE SUMMARY**

**SUBJECT:** Oxford Oaks – Revised Developer’s Agreement

**REQUESTED ACTION:** Approval of the Oxford Oaks Developer’s Agreement (Staff Recommends Approval).

Work Session (Report Only)      **DATE OF MEETING:** 10/14/13  
 Regular Meeting                       Special Meeting

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

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

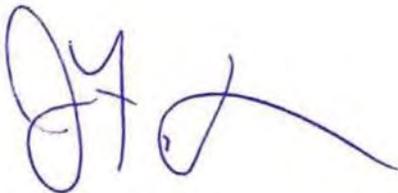
Annual                      **FUNDING SOURCE:** \_\_\_\_\_  
 Capital                      **EXPENDITURE ACCOUNT:** \_\_\_\_\_  
 N/A

**HISTORY/FACTS/ISSUES:**

At the last commission meeting, staff requested the Commission approve the Oxford Oaks Developer’s Agreement for 247 ERUs, for the first phase of the Oxford Oaks Planned Development. However, the terms of the agreement were in conflict with Section 19-4 of the Code of Ordinances, which explicitly spells out payment amounts and terms required for all Developer’s Agreements.

After discussing the matter with the applicant/developer, it was agreed that the Developer’s Agreement would carry standard payment terms and timing of payments. The revised agreement attached has been amended to comply with the Code of Ordinances.

Staff recommends approval of the attached Developer’s Agreement for Oxford Oaks.



Jason McHugh  
Development Services Coordinator

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 pays the applicable TIE Fee.. 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 pays the applicable TIE Fee. 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. 50% of the Connection Fee for Phase I shall be paid upon execution of this Agreement. 25% of the Connection Fee shall be paid on issuance of each Construction Permit. 25% of the Connection Fee shall be paid on issuance of each Certificate of Occupancy. 50% of the Connection Fee for subsequent Phases shall be paid upon commencement of construction of the applicable Phase. 25% of the Connection Fee shall be paid on issuance of each Construction Permit. 25% of the Connection Fee shall be paid on issuance of each Certificate of Occupancy of each applicable Phase.

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 or 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.

**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 COMMISSION ON \_\_\_\_\_, 2013.**

DEVELOPER'S AGREEMENT  
BETWEEN CITY OF WILDWOOD AND MID-FLORIDA PROPERTIES LLC

MID-FLORIDA PROPERTIES LLC, a Florida limited liability company

By LBCV, INC., its Manager

By: [Signature]  
Martin L. Dzuro, Vice President

Date: 10/19, 2013

STATE OF FLORIDA  
COUNTY OF Sumter

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 9th day of Oct., 2013.

Print Name: Vicki C. Varnon  
Notary Public, State of Florida Vicki C. Varnon  
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

EXHIBIT   A  

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

---

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

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

100 N. Main Street

Wildwood, FL 34785 - 352-330-1330

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

“Worksheet”

PROJECT NAME:   Oxford Oaks  

### WATER TIE CALCULATION:

- One (1) tie (full distance) = 15,000 feet
- This project to nearest wellhead = 16,340 feet
- Distance schedule pro-rated value = 1.14 TIE
- Fee per one (1) full distance TIE = \$636.24
- This project fee = \$636.24 x 1.14 = \$725.32

### WASTEWATER TIE CALCULATION:

- One (1) tie (full distance) = 15,000 feet
- This project to Wastewater Treatment Plant = 23,644 feet
- Distance schedule pro-rated value = 1.63 TIE
- Fee per one (1) full distance TIE = \$ 697.25
- This project fee = \$697.25 x 1.63 = \$1,136.52

### **TOTAL WATER AND WASTEWATER TIE (1)**

\$725.32 + \$1,136.52 = **\$1,861.84**

Development Authority:   Jason McHugh  

Printed Name

Signature

  10/11/13  

Date

Agreement to Provide:   Bill Ed Cannon  

Bill Ed Cannon (City Manager)

Signature

  10/14/13  

Date

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

# 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 = # 247
- c) Number of water TIE's due = # 247
- d) Charge per water TIE for this project = \$ 725.32
- e) TOTAL water TIE charges due  
 $\$725.32 \times \# 247 =$  \$ 179,154.04

2) WASTEWATER:

- a) One (1) wastewater TIE due for every wastewater connection ERU reserved
- b) Number of wastewater ERU's reserved = # 247
- c) Number of wastewater TIE's due = # 247
- d) Charge per wastewater TIE for this project = \$ 1,136.52
- e) TOTAL water TIE charges due  
 $\$ 1,136.52 \times \# 247 =$  \$ 280,720.44

3) NOTE:

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

Development Authority:	<u>JASON McHUGH</u>	<u>[Signature]</u>	<u>10/11/13</u>
	Printed Name	Signature	Date
Agreement to Provide:	<u>Bill Ed Cannon</u>	<u>[Signature]</u>	<u>10/11/13</u>
	Bill Ed Cannon (City Manager)	Signature	Date
This commitment expires after _____ days without the execution of a Developer's Agreement			



*City of Wildwood*

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

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	—	—	—	247
WASTEWATER	—	—	—	247
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: Jason McHugh Printed Name      [Signature] Signature      10/11/13 Date  
 Authorized City Representative: BILL ED CANNON Printed Name      [Signature] Signature      10/11/13 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

## CITY COMMISSION OF THE CITY OF WILDWOOD

### EXECUTIVE SUMMARY

**SUBJECT:** SP 1309-02 Mission Oaks Phase II Site Plan

**REQUESTED ACTION:** Site Plan approval (SP 1309-02) to construct a 28,855 sq. ft. 33-bed memory care facility with related improvements.

Work Session (Report Only)      **DATE OF MEETING:** 10/14/2013  
 Regular Meeting                       Special Meeting

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

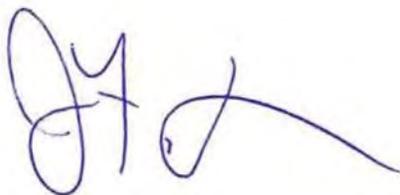
**BUDGET IMPACT:** \_\_\_\_\_

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

### HISTORY/FACTS/ISSUES:

The applicant seeks Site Plan approval from the City Commission to construct a 28,855 sq. ft. 33-bed memory care facility with related improvements (A portion of parcel D19=020). **Staff recommends approval of the Site Plan.**

Case SP 1309-02 was considered by the Planning & Zoning Board/Special Magistrate on Tuesday, October 1<sup>st</sup>, 2013. The Planning and Zoning Board/Special Magistrate gave a favorable recommendation of the Site Plan to the City Commission.



Jason McHugh  
Development Services Coordinator

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

The case below was heard on Tuesday, October 1<sup>st</sup>, 2013 by the Special Magistrate. The applicant seeks Site Plan approval and favorable recommendation from the City of Wildwood Planning and Zoning Board/Special Magistrate for a 28,855 sq. ft. building for 33 bed Memory Care Facility with related improvements. The site is generally located on the west side of US Hwy 301 (SR 35), south of C-214. The Engineer of Record is Lee Clymer, P.E. with Farner, Barley, and Associates, Inc. of Wildwood, Florida.

**Case:** SP 1309-02

**Parcel:** A portion of parcel D19=020

**Owner:** Oxford IV, LLC – Steven Sell, President

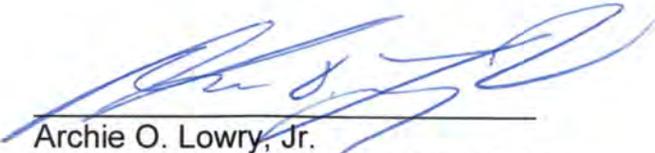
**Applicant:** Oxford IV, LLC – Steven Sell, President

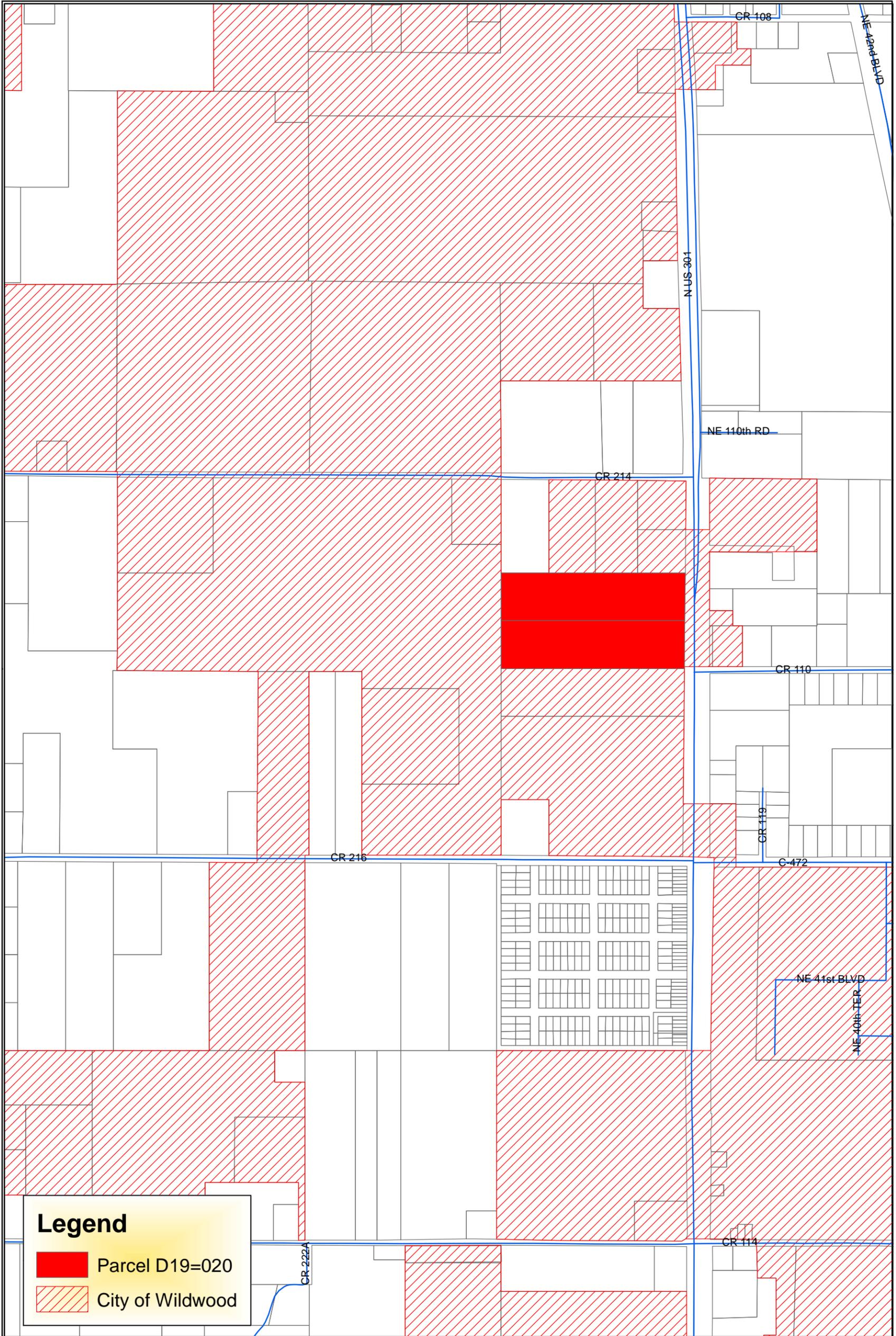
Under subsections 1.7(B)(1) of the Land Development Regulations (LDRs), the Planning and Zoning Board/Special Magistrate has a duty to make a recommendation to the City Commission on all proposed site plans in accordance with the procedure outlined in subsection 1.14 (B)(5) and the criteria for the approval of site plans as defined in subsection 4.4 of the LDRs.

Based upon the testimony and information presented, the Special Magistrate recommends approval and favorable recommendation of the Site Plan to the City Commission.

Dated:

10/4/13

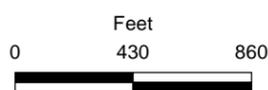
  
\_\_\_\_\_  
Archie O. Lowry, Jr.  
Special Magistrate City of Wildwood



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

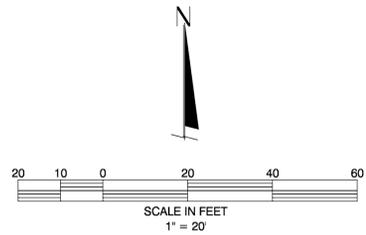
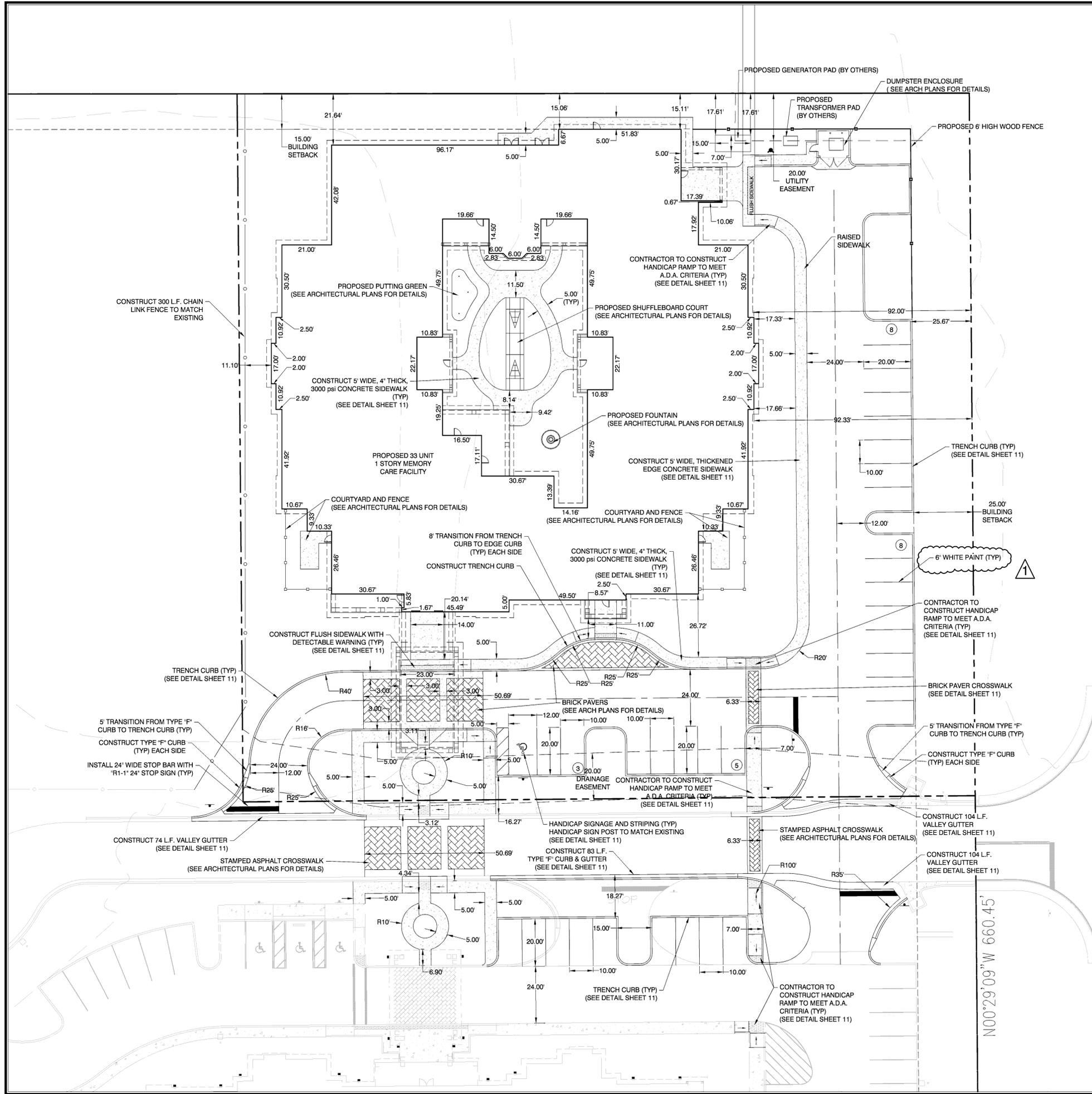


### MISSION OAKS

### WILDWOOD, FLORIDA

SEPTEMBER 2013

LOCATION MAP



**SITE DATA**

- TOTAL LAND AREA OWNED = 19.19 AC. (835,696 SQ. FT.)
- ZONING = HIGHWAY COMMERCIAL
- PROJECT ADDRESS - TO BE ASSIGNED
- NUMBER OF STORIES = 1 (EXISTING ALF)
- NUMBER OF UNITS PER BUILDING = 70 (EXISTING ALF) 33 (PROPOSED MEMORY CARE)
- MAX BUILDING HEIGHT = 35 FEET
- BUILDING SEPARATION = 10' MINIMUM
- PARKING DATA: (REQUIRED)
  - EXISTING ALF: 70 UNITS / 2.5 UNITS PER SPACE = 28 SPACES 25 EMPLOYEES x 1 SPACE PER EMPLOYEE = 25 SPACES TOTAL EXISTING ALF = 53 SPACES
  - PROPOSED MEMORY CARE: 33 UNITS / 3 UNITS PER SPACE = 11 SPACES 25 EMPLOYEES x 1/2 SPACE PER EMPLOYEE = 13 SPACES TOTAL MEMORY CARE = 24 SPACES
  - TOTAL PARKING REQUIRED = 77 SPACES
- PARKING DATA: (PROVIDED)
  - (EXISTING REGULAR ALF) = 50 SPACES (EXISTING HANDICAP ALF) = 3 SPACES PROPOSED REGULAR MEMORY CARE = 33 SPACES PROPOSED HANDICAP MEMORY CARE = 1 SPACES TOTAL PARKING PROVIDED = 87 SPACES
  - HANDICAP PARKING SPACES = 4 SPACES
- SOIL TYPE - #39 MABEL FINE SAND
- SOIL TYPE - #66 ARRENDO FINE SAND
- PERMITTING AGENCIES: -CITY OF WILDWOOD -S.W.F.W.M.D. -DEP
- POTABLE WATER AND SANITARY SEWER PROVIDED BY CITY OF WILDWOOD.
- UNDERGROUND ELECTRICAL TRANSMISSION SYSTEM PROVIDED BY DUKE ENERGY
- SOLID WASTE BY LOCAL FRANCHISE.
- TELEPHONE SERVICE BY CENTURYLINK.
- GAS PROVIDED / SERVICED BY TECO.
- CABLE PROVIDED / SERVICED BY BRIGHTHOUSE.
- LOCATED IN SECTIONS 18, TOWNSHIP 18 SOUTH, RANGE 23 EAST, WILDWOOD, SUMNER COUNTY, FLORIDA.
- IMPERVIOUS AREA: (TOTAL GROUND COVER)
 

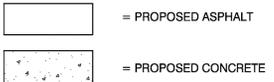
EXISTING BUILDING AREA	= 50,741 SQ. FT. (1.16 AC.)	6.05%
EXISTING SIDEWALKS/CONCRETE	= 10,454 SQ. FT. (0.24 AC.)	1.25%
EXISTING PARKING / DRIVE	= 50,530 SQ. FT. (1.16 AC.)	6.05%
EXISTING IMPERVIOUS AREA	= 111,725 SQ. FT. (2.56 AC.)	13.37%
PROPOSED BUILDING AREA	= 28,855 SQ. FT. (0.66 AC.)	3.44%
PROPOSED SIDEWALKS/CONCRETE	= 5,074 SQ. FT. (0.12 AC.)	0.63%
PROPOSED PARKING / DRIVE	= 21,084 SQ. FT. (0.48 AC.)	2.51%
PROPOSED IMPERVIOUS	= 55,013 SQ. FT. (1.26 AC.)	6.60%
TOTAL IMPERVIOUS AREA	= 166,738 SQ. FT. (3.83 AC.)	19.97%
TOTAL OPEN AREA	= 668,958 SQ. FT. (15.36 AC.)	80.03%
TOTAL SITE AREA	= 835,696 SQ. FT. (19.19 AC.)	100%

**NOTES:**

- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ANY EXISTING UTILITIES IN CONFLICT WITH THIS PROPOSED SITE PLAN, AND TO COORDINATE RELOCATION WITH RESPECTIVE UTILITY PROVIDERS.
- ALL RADII ARE 5' UNLESS INDICATED OTHERWISE.
- ALL DIMENSION SHOWN ARE TO EOP UNLESS INDICATED OTHERWISE.
- ALL TRAFFIC CONTROL SIGNS SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
- ALL TRAFFIC FLOW ARROWS, STOP BARS AND TRAFFIC SEPARATION CENTERLINES SHALL BE PAINT EXCEPT IN PUBLIC ROW.
- SITE LIGHTING TO BE PROVIDED BY BUILDING MOUNTED LIGHT FIXTURES AND PARKING LOT LIGHTS.
- REFUSE DISPOSAL PROVIDED BY ON-SITE DUMPSTER.
- ALL AREAS ADJACENT TO PROPOSED BUILDING SHALL BE LANDSCAPED AND SHALL MEET THE CITY OF WILDWOOD CODE REQUIREMENTS.
- ALL COMMON OPEN AREAS SHALL BE MAINTAINED BY PROPERTY MANAGEMENT.

**BUILDING SETBACKS**

- 25 FT FROM U.S. HWY 301
- 15 FT NORTH
- 15 FT SOUTH
- 15 FT WEST



U.S. HIGHWAY 301

N00°29'09"W 660.45'

DATE	BY	REVISIONS
09-23-13	MJT	REVISED PER CITY OF WILDWOOD COMMENTS

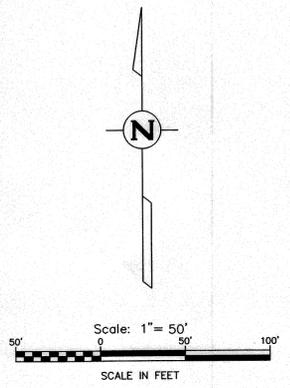
**FARNER BARLEY AND ASSOCIATES, INC.**  
 ENGINEERS SURVEYORS PLANNERS  
 Certificate of Authorization Number: 4709  
 4450 N.E. 53rd Road • Wildwood, Florida 34785 • (352) 748-3126

MISSION OAKS PHASE II

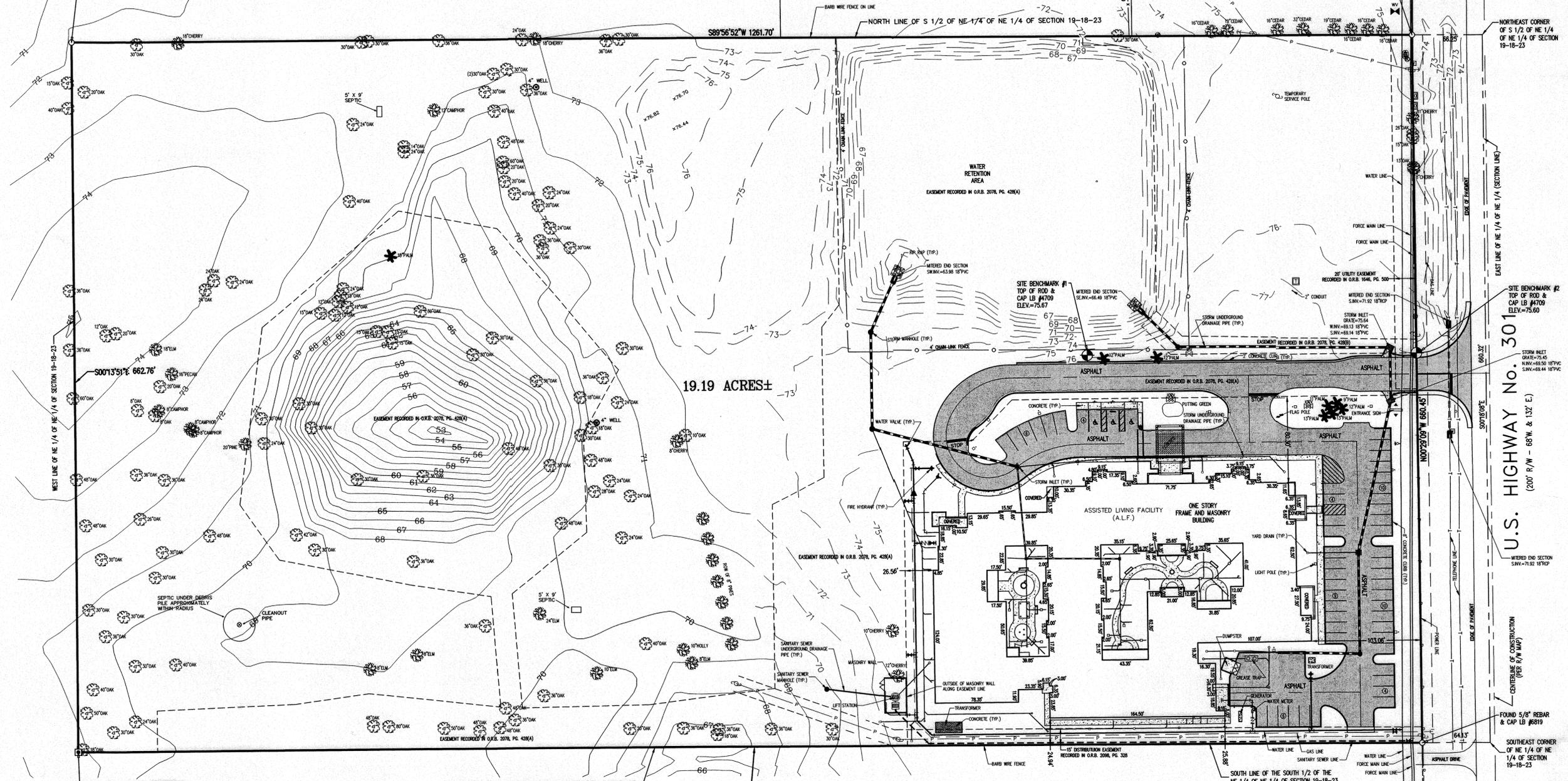
SITE PLAN

DATE	9/23/13
DRAWN BY	BRP
CHKD BY	WLC
FILE NAME	007-mo2-site
JOB NO.	131107.0000

# BOUNDARY & TOPOGRAPHIC SURVEY



FOUND 5/8" REBAR & CAP NO. 3522 NORTHWEST CORNER OF S 1/2 OF NE 1/4 OF NE 1/4 OF SECTION 19-18-23 FOUND 3" X 3" CONCRETE MONUMENT NO IDENTIFICATION 0.6' WEST & 0.8' SOUTH



**POINT OF REFERENCE**  
FOUND 3" X 3" CONCRETE MONUMENT NO IDENTIFICATION SOUTHWEST CORNER OF S 1/2 OF NE 1/4 OF NE 1/4 OF SECTION 19-18-23

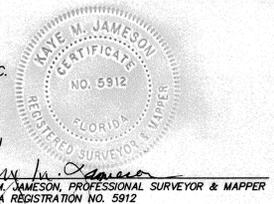
### NOTES:

- UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS BOUNDARY SURVEY IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
- BEARINGS ARE BASED ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA AS BEING N89°50'32"E, ASSUMED.
- CERTIFICATION IS LIMITED TO PARTIES NAMED HEREON.
- DESCRIPTION FURNISHED BY CLIENT.
- VISIBLE EASEMENTS OR ENCROACHMENTS ARE SHOWN OR NOTED HEREON.
- THERE ARE NO OBSERVABLE CEMETERIES ON THIS PROPERTY.
- ACCORDING TO THE NATIONAL FLOOD INSURANCE RATE MAP FOR SUMTER COUNTY, FLORIDA, COMMUNITY PANEL NO. 120296 0075 B, EFFECTIVE DATE OF MARCH 15, 1982, THE PROPERTY DESCRIBED HEREIN LIES IN ZONE "C", AN AREA DEFINED AS MINIMAL FLOODING.
- ELEVATIONS SHOWN HEREON ARE BASED ON AVD 1988 AND ARE REFERENCED TO "SUMTER 41".

### LEGAL DESCRIPTION:

THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.  
LESS THE RIGHT OF WAY FOR U.S. HIGHWAY NO. 301.  
TOGETHER WITH ALL RIGHTS, TITLE AND INTEREST IN THOSE EASEMENTS APPURTENANT DESCRIBED IN THAT CERTAIN MASTER DECLARATION OF COVENANTS, EASEMENTS, AND RESTRICTIONS FOR MISSION OAKS, RECORDED IN OFFICIAL RECORDS BOOK 2078, PAGES 428-489, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

**CERTIFIED TO:**  
HEALTH CARE MANAGERS, INC.  
OXFORD VI, LLC



8/2/13  
DATE

SHEET 1 OF 1	
CLIENT	OXFORD VI, LLC
JOB NO.	131107.0000
DATE	JULY 19, 2013
DRAWN BY	GMW
CHECKED BY	KMJ
ACAD FILE	MISSION OAKS PH2 BDY-TOPG.dwg
REVISIONS	DATE

**BOUNDARY & TOPOGRAPHIC SURVEY**  
IN SECTION 19, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.  
**MISSION OAKS**  
ASSISTED LIVING FACILITY  
PHASE II

**ENGINEERS**  
**SURVEYORS**  
**PLANNERS**  
LB 4709

LEGEND	
[Symbol]	INDICATES 3" X 3" CONCRETE MONUMENT FOUND NO ID
[Symbol]	INDICATES SET REBAR AND CAP LB 4709
[Symbol]	INDICATES FOUND REBAR AND CAP LB 6819
[Symbol]	INDICATES SIGN
[Symbol]	INDICATES POWER POLE
[Symbol]	INDICATES LANDSCAPE LIGHT
[Symbol]	INDICATES IRRIGATION CONTROL VALVE
[Symbol]	INDICATES HOSE BIB
[Symbol]	INDICATES WATER VALVE
[Symbol]	INDICATES BURIED CABLE MARKER
[Symbol]	INDICATES FIBEROPTICS MARKER
[Symbol]	INDICATES AIR RELEASE VALVE
[Symbol]	INDICATES OVERHEAD POWER LINE
[Symbol]	INDICATES TELEPHONE BOX
R/W	INDICATES RIGHT-OF-WAY
NO.	INDICATES NUMBER
LB	INDICATES LICENSED BUSINESS
O.R.B.	INDICATES OFFICIAL RECORD BOOK
PC.	INDICATES PAGE NUMBER
Δ	INDICATES DELTA (CENTRAL ANGLE OF CURVE)
∩	INDICATES ARC LENGTH
R	INDICATES RADIUS LENGTH
CH	INDICATES CHORD LENGTH
CB	INDICATES CHORD BEARING
PT	INDICATES POINT OF TANGENCY
TYP.	INDICATES TYPICAL

## The City of Wildwood, Florida

### Present versus Proposed Debt Structure - Utilities System

Fiscal Years Ending 9/30	Present					Proposed		
	FDEP 2.08% Loan (1)	FDEP 2.59% Loan	FDEP 2.70% Loan	4.64% Bank Loan	Combined Debt Service	FDEP 2.08% Loan (1)	2013 1.69% Bank Loan(2)	Combined Debt Service
2014	379,915	189,195	270,063	101,800	940,973	379,914	454,899	834,813 (3)
2015	379,915	189,195	270,063	101,800	940,973	379,914	553,420	933,334
2016	379,915		270,063	101,800	751,778	379,914	553,038	932,952
2017	379,915		270,063	101,800	751,778	379,914	553,520	933,434
2018	379,915			101,800	481,715	379,914	553,842	933,756
2019	379,915			101,800	481,715	379,914	553,020	932,934
2020	379,915				379,915	379,914	554,055	933,969
2021	379,915				379,915	379,914	552,929	932,843
2022	379,915				379,915	379,914		379,914
2023	379,915				379,915	379,914		379,914
2024	379,915				379,915	379,914		379,914
2025	379,915				379,915	379,914		379,914
2026	379,915				379,915	379,914		379,914
2027	379,915				379,915	379,914		379,914
2028	189,957				189,957	189,957		189,957
<b>Total Payments</b>	<b>\$ 5,508,766</b>	<b>\$ 378,390</b>	<b>\$ 1,080,250</b>	<b>\$ 610,801</b>	<b>\$ 7,578,207</b>	<b>\$ 5,508,753</b>	<b>\$ 4,328,725</b>	<b>\$ 9,837,478</b>
<b>Principal Balance</b>	<b>\$ 4,734,566</b>	<b>\$ 276,598</b>	<b>\$ 1,017,660</b>	<b>\$ 522,709</b>	<b>\$ 6,551,533</b>	<b>\$ 4,734,566</b>	<b>\$ 4,031,000</b>	<b>\$ 8,765,566</b>

(1) The FDEP 2.08% loan will remain outstanding and will be subordinate to the 2013 loan.

(2) The 2013 loan will refund the FDEP 2.59% loan, FDEP 2.70% loan and 4.64% bank loan and provide \$2,150,000 for utility system improvements.

(3) Does not include the \$94,597 payment made on 10/15/13 for the 2.59% FDEP loan. The 2013 loan is scheduled to close on 10/22/13.

(4) Net Present Value (NPV) of the 3 refunded loans is \$50,940 which is 2.77% of the total amount of the refunded loans.

## THE CITY OF WILDWOOD, FLORIDA

Summary of Bank Loan Proposals

October 8, 2013

	Center State		J.P. Morgan		Pinnacle	Sun Bank	T.D. Bank
	BB&T Bank	Bank	Hancock Bank	Chase Bank	Public Finance		
Refunding Proceeds	1,836,798	1,836,798	1,836,798	1,836,798	1,836,798	1,836,798	1,836,798
New Money Proceeds	2,150,000	2,150,000	2,150,000	2,150,000	2,150,000	2,150,000	2,150,000
City's Expenses	40,000	40,000	40,000	40,000	40,000	40,000	40,000
Bank's Expenses	3,500	5,500	3,500	4,000	5,000	5,500	3,500
Rounding (nearest \$1,000)	702	702	702	202	202	702	702
Loan Amount	4,031,000	4,033,000	4,031,000	4,031,000	4,032,000	4,033,000	4,031,000
Fixed Interest Rate	2.15%	2.23%	1.69%	2.26%	2.25%	2.10%	1.99%
Locked Until Closing	yes	yes	yes	no	yes	yes	yes
Locked For Life of Loan	yes	yes	yes	yes	yes	yes	yes
Prepayment Provision	anytime 1% penalty	anytime no penalty	anytime no penalty	after 10/1/14	after 2/1/17	after 2 years	anytime no penalty
Annual Debt Service	563,220	565,465	553,404	565,606	565,708	562,487	559,934
Total Debt Service	4,411,558	4,428,295	4,328,725	4,431,356	4,430,718	4,404,611	4,382,600
Alternative Rate				2.05%		1.93%	1.77%
Alternative Prepayment				can not prepay		make whole	can not prepay

**MASTER UTILITY SYSTEM BOND RESOLUTION**

**RESOLUTION R2013-29**

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RESOLUTION R2013-29

A RESOLUTION OF THE CITY OF WILDWOOD, FLORIDA, AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$4,100,000 UTILITY SYSTEM REFUNDING REVENUE BOND, SERIES 2013 FOR THE PURPOSE OF REFUNDING CERTAIN OUTSTANDING CITY OF WILDWOOD, FLORIDA UTILITY DEBT AND ACQUIRING AND CONSTRUCTION IMPROVEMENTS TO THE CITY WATER AND SEWER UTILITY; PLEDGING THE NET REVENUES OF THE UTILITY SYSTEM FOR THE PAYMENT OF SUCH BOND; PROVIDING FOR THE RIGHTS OF THE HOLDERS OF SUCH BONDS; MAKING OTHER COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of Article VIII, Section 2 of the Florida Constitution; Chapter 159, Part I, Florida Statutes; Chapter 166, Part II, Florida Statutes; the Code of Ordinances of the City of Wildwood, Florida; and other applicable provisions of law (collectively, the "Act").

SECTION 2. DEFINITIONS. Unless the context otherwise requires, the terms used in this Resolution shall have the meanings specified in this Section 2. Words importing singular number shall include the plural number in each case and vice versa, and words importing persons shall include firms and corporations.

"Accreted Value" shall mean, as of any date of computation with respect to any Capital Appreciation Bond, an amount equal to the principal amount of such Capital Appreciation Bond (the principal amount at its initial offering) plus the interest accrued on such Capital Appreciation Bond from the date of delivery to the original purchasers thereof to the Interest Date next preceding the date of computation or the date of computation if an Interest Date, such interest to accrue at a rate not exceeding the legal rate, compounded semiannually, plus, with respect to matters related to the payment upon redemption of the Capital Appreciation Bonds, if such date of computation shall not be an Interest Date, a portion of the difference between the Accreted Value as of the immediately preceding Interest Date and the Accreted Value as of the immediately succeeding Interest Date, calculated based on the assumption that Accreted Value accrues during any semi-annual period in equal daily amounts on the basis of a 360-day year.

"Acquired Obligations" shall mean cash, direct non-callable obligations of the United States of America and securities fully and unconditionally guaranteed as to the timely payment of principal and interest by the United States of America, to which direct obligation or guarantee the full faith and credit of the United States of America has been pledged, Refcorp interest strips, CATS, TIGRS, STRPS, defeased municipal bonds rated "AAA" by S&P or "Aaa" by Moody's (or any combination thereof) or direct obligations or fully guaranteed certificates of beneficial

ownership of the U.S. Export-Import Bank, certificates of beneficial ownership of the Farmers Home Administration, obligations of the Federal Financing Bank, participation certificates of the General Services Administration, Guaranteed Title XI financings of the U.S. Maritime Administration and project notes of the U.S. Department of Housing and Urban Development, and bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following non-full faith and credit U.S. Government agencies, instrumentalities, corporations or other entities, established by an Act of Congress or otherwise: Federal Home Loan Bank System, Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Federal Farm Credit Banks, Tennessee Valley Authority, Inter-American Development Bank and the Farm Credit System.

With respect to any Series of Bonds, the definition of Acquired Obligations set forth above may be further limited as set forth in a Supplemental Resolution of the Issuer adopted prior to the issuance of such Bonds.

“Additional Parity Obligations” shall mean additional obligations issued or incurred in compliance with the terms, conditions and limitations contained herein and which (i) shall have a lien on the Pledged Revenues equal to that of the Outstanding Bonds and any Parity Contract Obligations, (ii) shall be payable from the Pledged Revenues on a parity with the Outstanding Bonds and any Parity Contract Obligations, and (iii) shall rank equally in all other respects with the Outstanding Bonds and any Parity Contract Obligations.

“Amortization Installment” shall mean an amount designated as such by Supplemental Resolution of the Issuer or as established hereby and established with respect to any Term Bonds.

“Average Annual Bond Service Requirement” shall mean, as of each date on which a Series of Bonds is issued, the total amount of Bond Service Requirement which is to become due on all Bonds deemed to be Outstanding immediately after the issuance of such Series of Bonds divided by the total number of years for which Bonds are deemed to be Outstanding, except that with respect to any Bonds for which Amortization Installments have been established, the amount of principal coming due on the final maturity date with respect to such Bonds shall be reduced by the aggregate principal amount of such Bonds that are to be redeemed from Amortization Installments to be made in prior Bond Years.

“Bond Counsel” shall mean Akerman Senterfitt, or any other attorney at law or firm of attorneys of nationally recognized standing in matters pertaining to the exclusion from gross income for federal income tax purposes of interest on obligations issued by states and political subdivisions, and duly admitted to practice law before the highest court of any state of the United States of America.

“Bond Insurance Policy” shall mean the municipal bond new issue insurance policy or policies or similarly titled policy issued by an Insurer guaranteeing the scheduled payment of principal of and interest on any portion of such Series of Bonds when due as determined by Supplemental Resolution, if any.

“Bond Service Fund” shall mean the Bond Service Fund created and established pursuant to Section 16 of this Resolution.

“Bond Service Requirement” shall mean, for any Bond Year, at any time, the amount required to be deposited in such Bond Year into the Bond Service Fund, as provided herein including any Reimbursement Obligations. In calculating such amount, the Issuer shall subtract therefrom any amounts to be transferred from the Construction Fund for the purpose of paying interest on the Bonds. Interest on any Series of Bonds issued as Direct Subsidy Bonds shall be included in the Bond Service Requirement only on a net basis, after taking into account Direct Pay Subsidies expected to be received on such Direct Subsidy Bonds on each respective Interest Payment Date. With respect to Variable Rate Bonds which are not subject to a Qualified Agreement, if any, the interest rate used to calculate the Bond Service Requirement shall be the higher of (i) the actual rate on the date of calculation, or if the indebtedness is not yet outstanding, the initial rate (if established and binding), (ii) if the indebtedness has been outstanding for at least twelve months, the average rate over the twelve months immediately preceding the date of calculation, and (iii) if the indebtedness has been outstanding for twelve months or less; (1) if interest on the indebtedness is excludable from gross income under the applicable provisions of the Internal Revenue Code, the most recently published Bond Buyer 25 Bond Revenue Index (or comparable index if no longer published) plus fifty (50) basis points, or (2) if interest is not so excludable, the interest rate on direct U.S. Treasury Obligations with comparable maturities plus fifty (50) basis points; provided, however, that for purposes of any rate covenant measuring actual debt service coverage during a test period, Variable Rate Bonds which are not subject to a Qualified Agreement shall be deemed to bear interest at the actual rate per annum applicable during the test period. If Bonds are Option Bonds, the date or dates of tender shall be disregarded, unless actually tendered and not remarketed, and the stated maturity dates thereof shall be used for purposes of this calculation. If the Issuer has entered into a Qualified Agreement with respect to all or a portion of certain Variable Rate Bonds Outstanding hereunder or to be issued hereunder, the interest coming due on such Variable Rate Bonds or portion thereof for purposes of this definition shall be deemed to be based upon the synthetic fixed interest rate under the Qualified Agreement, without giving any regard to fees and expenses incurred in connection with the purchase of a liquidity facility. If the Issuer has entered into a Qualified Agreement with respect to certain Bonds Outstanding hereunder or to be issued hereunder which have a fixed rate of interest, the interest coming due on such Bonds for purposes of this definition shall be deemed to be based upon the assumptions described above for Variable Rate Bonds, without giving any regards to fees and expenses incurred in connection with the purchase of a liquidity facility. If any Series of Bonds has 25% or more of the aggregate principal amount of such Series coming due in any Bond Year, the Bond Service Requirement shall be determined for such Series during such period of time as if the principal of and interest on such Series were being paid from the date of issuance thereof in substantially equal annual amounts over a period of 25 years.

For purposes of determining the Bond Service Requirement the amount, if any, on deposit in the Reserve Fund (or any subaccount thereof) on any date of calculation of the Bond Service Requirement shall be deducted from the amount of principal due at the final maturity of the Bonds which are secured by such Reserve Fund (or subaccount thereof) and in each preceding year until such amount is exhausted.

“Bond Year” shall mean the City’s Fiscal Year.

“Bonds” shall mean (i) the Series 2013 Bond herein authorized to be issued, and (ii) any Additional Parity Obligations issued hereafter in accordance with the provisions hereof.

“Capital Appreciation Bonds” shall mean the aggregate principal amount of the Bonds that bear interest payable solely at maturity or upon redemption prior to maturity in the amounts determined by reference to the Accreted Value, all as shall be determined by Supplemental Resolution of the Issuer. In the case of Capital Appreciation Bonds that are convertible to Bonds with interest payable prior to maturity or redemption of such Bonds, such Bonds shall be considered Capital Appreciation Bonds only during the period of time prior to such conversion.

“Capital Appreciation Income Bonds” shall mean those Bonds initially issued as Capital Appreciation Bonds and which become Serial Bonds when the original issue amount and the Accreted Value equals \$5,000 principal amount or an integral multiple thereof as determined by Supplemental Resolution of the Issuer.

“Chief Financial Officer” shall mean the City Clerk/Chief Financial Officer of the Issuer, or any assistant or deputy thereof.

“City Attorney” shall mean the City Attorney of the Issuer, or any assistant or deputy City Attorney of the Issuer.

“City Clerk” shall mean the City Clerk of the Issuer, or any assistant or deputy City Clerk of the Issuer.

“City Commission” shall mean the City Commission of the Issuer.

“City Manager” shall mean the City Manager of the Issuer, or any assistant or deputy City Manager of the Issuer.

“Code” shall mean the Internal Revenue Code of 1986, as amended, and the regulations and rules thereunder in effect or proposed.

“Construction Fund” shall mean the Construction Fund created and established pursuant to Section 16 of this Resolution.

“Contributions in Aid of Construction” shall mean any amount or item of money, services, or property received by the Issuer, any portion of which is provided at no cost to the System, which represents an addition or transfer to the capital of the System, and which is utilized to offset the acquisition, improvement or construction costs of the System.

“Cost of Operation and Maintenance” of the System shall mean the then current expenses, paid or accrued, in the operation, maintenance and repair of the System, as calculated in accordance with generally accepted accounting principles, including, but not limited to, general administrative and indirect labor costs, personal services, contractual services, repairs and maintenance, and materials and supplies, but shall not include capital expenditures, any

reserve for renewals and replacements, any allowance for depreciation, any Bond Service Requirement, any payments in lieu of taxes, franchise fees or other transfers.

“Credit Facility” or “Credit Facilities” shall mean either individually or collectively, as appropriate, any bond insurance policy, surety bond, letter of credit, line of credit, guaranty or other instrument or instruments that would enhance the credit of the Bonds.

“Credit Facility Issuer” or “Credit Facility Issuers” shall mean the provider or providers of a Credit Facility or Credit Facilities.

“Direct Subsidy Bonds” means any Series of Bonds designated by the Issuer under and pursuant to Section 54AA of the Code or any other applicable provision of the Code for which either (1) the Issuer receives direct subsidy payments in an amount equal to a percentage of the interest paid on such bond, or (2) the holder of such bond receives a tax credit in an amount equal to a percentage of the interest paid on such bond.

“Direct Pay Subsidies” means payments received by the Issuer from the United States Treasury or the Internal Revenue Service with respect to Direct Subsidy Bonds pursuant to Section 54AA or 6431 of the Code or any other applicable provision of the Code.

“FDEP” shall mean the Florida Department of Environmental Protection.

“Financial Advisor” shall mean Gollahon Financial Services, Inc.; or any other financial advisor appointed from time to time by the Issuer.

“Fiscal Year” shall mean the period commencing on October 1 of each year and ending on the next succeeding September 30 or such other annual period as may be prescribed by law from time to time for the Issuer.

“Fitch” shall mean Fitch Ratings, and any assigns or successors thereto.

“Gross Revenues” or “Revenues” shall mean all income and earnings received by the Issuer or accrued to the Issuer from the ownership, use or operation of the System and all parts thereof, including, without limitation, unencumbered, non-ad valorem special assessments which are not pledged for the repayment of, or as security for, any indebtedness of the Issuer, whether currently outstanding or hereafter issued, other than the Bonds and which are legally available to be used as contemplated hereunder, grant monies received by the Issuer as a result of ownership, use or operation of the System, proceeds from the sale or other disposition of the System or any part thereof pursuant to the terms of Section 20(G) hereof, moneys deposited from the Rate Stabilization Fund into the Revenue Fund in accordance with the terms hereof, provided any moneys transferred from the Rate Stabilization Fund into the Revenue Fund within 90 days following the end of a Fiscal Year may be designated by the Issuer as Gross Revenues of such prior Fiscal Year, and shall also include investment income, if any, earned on any fund or account created pursuant to this Resolution, except the Rebate Fund, all as calculated in accordance with generally accepted accounting principles, and any payment received by the Issuer as contemplated in Section 29 hereof, but “Gross Revenues” or “Revenues” shall not include internal services charges, non-ad valorem special assessments which are pledged for the repayment of, or as security for, any indebtedness of the Issuer, whether currently outstanding or

hereafter issued, other than the Bonds, condemnation awards or proceeds of insurance received with respect to the System and moneys deposited to the Rate Stabilization Fund from the Surplus Fund, including any moneys transferred from the Surplus Fund to the Rate Stabilization Fund within 90 days following the end of a Fiscal Year which the Issuer determines not to be Gross Revenues of such prior Fiscal Year, Contributions in Aid of Construction, Impact Fees or unrealized gains or losses from investments.

“Holder” or “Bondholders” or any similar term shall mean any persons who shall be the registered owner of any outstanding Bonds.

“Impact Fees” shall mean Sewer Impact Fees and Water Impact Fees.

“Insurer” shall mean, with respect to any Series of Bonds, such Person as shall be insuring or guaranteeing the scheduled payment of principal of and interest on such Series of Bonds, when due.

“Interest Account” shall mean the special account of the same name created within the Bond Service Fund.

“Interest Date” or “interest payment date” shall be such date or dates for the payment of interest on a Series of Bonds as shall be provided in the Bonds themselves.

“Issuer” or “City” shall mean the City of Wildwood, Florida.

“Maximum Bond Service Requirement” shall mean, as of any particular date of calculation, the greatest amount of aggregate Bond Service Requirement for the then current or any future Bond Year, except that with respect to any Bonds for which Amortization Installments have been established, the amount of principal coming due on the final maturity date with respect to such Bonds shall be reduced by the aggregate principal amount of such Bonds that are to be redeemed from Amortization Installments which were to be made in prior Bond Years.

“Mayor” shall mean the Mayor or the Mayor Pro-Term of the Issuer.

“Moody’s” or “Moody’s Investors Service” shall mean Moody’s Investors Services, Inc., and any assigns or successors thereto.

“Net Revenues” of the System shall mean the Gross Revenues or Revenues, after deduction of the Cost of Operation and Maintenance.

“Option Bonds” shall mean Bonds subject to tender for payment prior to their maturity at the option of the Holder thereof.

“Outstanding” or “Bonds Outstanding” shall mean all Bonds which have been issued pursuant to this Resolution except:

- (i) Bonds canceled after purchase in the open market or because of payment at or redemption prior to maturity;

(ii) Bonds for the payment or redemption of which cash funds or Acquired Obligations or any combination thereof shall have been theretofore irrevocably set aside in a special account with an escrow agent (whether upon or prior to the maturity or redemption date of any such Bonds) in an amount which, together with earnings on such Acquired Obligations, will be sufficient to pay the principal of, interest on and any redemption premium with respect to such Bonds at maturity or upon their earlier redemption; provided that, if such Bonds are to be redeemed before the maturity thereof, notice of such redemption shall have been given according to the requirements of this Resolution or irrevocable instructions directing the timely publication of such notice and directing the payment of the principal of and interest on all such Bonds at such redemption dates shall have been given; and

(iii) Bonds which are deemed paid pursuant to this Resolution or in lieu of which other Bonds have been issued under Sections 11 and 13 hereof.

“Parity Contract Obligation” shall mean the net payment obligations of the Issuer arising under a Qualified Agreement, which are calculated on the basis of interest on a notional amount which may correspond with the principal amount of certain Bonds issued hereunder, or a particular series or maturity thereof, based upon a fixed or a variable rate index or formula, taking into account any like payment obligations of the Qualified Agreement Provider to the Issuer calculated in the same manner. Parity Contract Obligations include only regularly scheduled payments and/or receipts under a Qualified Agreement determined by reference to interest on a notional amount and shall not include any other payments and/or receipts under such Agreement (for example any termination fee, indemnification obligations or other fees payable to the Qualified Agreement Provider).

“Parity Contract Obligation Account” shall mean the special account of the same name created within the Bond Service Fund.

“Paying Agent” shall mean any paying agent for Bonds appointed by or pursuant to a Supplemental Resolution and its successors or assigns, and any other Person which may at any time be substituted in its place pursuant to a Supplemental Resolution. Once appointed, no resignation or removal of the Paying Agent shall become effective until a successor has been appointed and has accepted the duties of Paying Agent. Each of the Insurers of Bonds, if any, shall be furnished with written notice of the resignation or removal of the Paying Agent and the appointment of any successor thereto.

“Permitted Investments” shall mean and include each of the following securities, obligations and investments if and to the extent that at the time the same shall be legal for investment of Issuer’s funds:

(i) any bonds or other obligations which constitute direct obligations of, or as to principal and interest are unconditionally guaranteed by, the United States of America, including obligations of any of the Federal agencies set forth in clause (iii) below to the extent unconditionally guaranteed by the United States of America;

(ii) any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state (a) which are not callable prior to maturity, or which have been duly called for redemption by the obligor on a date or dates specified and as to which irrevocable instructions have been given to a trustee in respect of such bonds or other obligations by the obligor to give due notice of such redemption on such date or dates, which date or dates shall be also specified in such instructions, (b) which are secured as to principal and interest and redemption premium, if any, by a fund consisting only of cash or bonds or other obligations of the character described in clause (i) above, which fund may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the redemption date or dates specified in the irrevocable instructions referred to in subclause (a) of this clause (ii), as appropriate, (c) as to which the principal of and interest on the bonds and obligations of the character described in clause (i) above on deposit in such fund along with any cash on deposit in such fund are sufficient to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this clause (ii) on the maturity date or dates thereof or on the redemption date or dates specified in the irrevocable instructions referred to in subclause (a) of this clause (ii), as appropriate and (d) which at the time of their purchase hereunder are rated "AAA" by Standard & Poor's, and if rated by Moody's, are rated "Aaa" by such agency;

(iii) bonds, debentures, or other evidences of indebtedness issued or guaranteed by any agency or corporation which has been or may hereafter be created pursuant to an Act of Congress as an agency or instrumentality of the United States of America which at the time of their purchase hereunder are rated "AAA" by Standard & Poor's and "Aaa" by Moody's, if rated by both rating agencies, and, if rated by one rating agency, shall have a rating of "AAA" or "Aaa" by Standard & Poor's or Moody's, as the case may be;

(iv) New Housing Authority Bonds issued by public agencies or municipalities and fully secured as to the payment of both principal and interest by a pledge of annual contributions under an annual contributions contract or contracts with the United States of America; or project notes issued by public agencies or municipalities and fully secured as to the payment of both principal and interest by a requisition or payment agreement with the United States of America;

(v) obligations of any state of the United States of America or any political subdivision thereof or any agency or instrumentality of any state or political subdivision, provided that at the time of their purchase hereunder such obligations are rated in either of the two highest whole rating categories by two nationally recognized rating agencies;

(vi) direct and general obligations of the State of Florida for the payment of the principal of and interest on which the full faith and credit of said State is pledged, or any bonds or other obligations which as to principal and interest are unconditionally guaranteed by the State;

(vii) certificates that evidence ownership of the right to payments of principal and/or interest on obligations described in clauses (i) and (iii) of this definition, provided that such obligations shall be held in trust by a bank or trust company or a national banking association authorized to exercise corporate trust powers and subject to supervision or examination by federal, state, territorial or District of Columbia authority and having a combined capital, surplus and undivided profits of not less than \$50,000,000;

(viii) certificates of deposit, whether negotiable or non-negotiable, and banker's acceptances issued by any bank, trust company or national banking association, in each case, having a combined capital, surplus and undivided profits of not less than \$100,000,000, provided that at the time of their purchase hereunder such instruments are (a) rated not lower than the second highest whole rating category by two nationally recognized rating agencies, (b) issued by a bank, trust company or national banking association (1) which bank, trust company or national banking association's deposit obligations have been issued the highest possible rating (giving effect to any refinement or graduation of ratings by a numerical or symbolic modifier or otherwise) by (X) Moody's or (Y) two nationally recognized rating agencies or (2) which bank, trust company or national banking association has issued and outstanding senior unsecured indebtedness rated not lower than the second highest whole rating category by two nationally recognized rating agencies; provided that, if after the purchase of any such certificates of deposit, the ratings thereon or with respect to the issuer thereof, as the case may be, shall fall below the requirements set forth in clause (a) or (b) hereof, Issuer shall sell such certificates of deposit, or (c) fully insured by the Federal Deposit Insurance Corporation or secured, to the extent not insured by the Federal Deposit Insurance Corporation, by such securities as are described in clause (i) of this definition which securities shall at all times have a market value at least equal to the principal amount of such certificates of deposit or banker's acceptances;

(ix) commercial paper that, at the date of investment, is rated "P1" by Moody's and "A-1" by Standard & Poor's, or if not so rated by both such rating agencies, then rated "P-1" by Moody's or "A-1" by Standard & Poor's or "F-1" by Fitch and rated with the highest possible rating (giving effect to any refinement or graduation of ratings with a numerical or symbolic modifier or otherwise) by one other nationally recognized rating agency;

(x) any repurchase agreement with any bank or trust company organized under the laws of any state of the United States of America or any national banking association or government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York, which agreement relates to the sale and repurchase of any one or more of the securities described in clauses (i) and (iii) above and which, in the judgment of Issuer, conforms as to terms and conditions with then prevailing prudent standards in the financial markets;

(xi) shares of an investment company organized under the Investment Company Act of 1940, as amended (or successor provision of law), which invests its assets exclusively in obligations of the type described in the other clauses of this

definition which shares shall be rated "AA" or above if rated by Standard & Poor's and "Aa2" or above if rated by Moody's;

(xii) interests in the State of Florida Local Government Surplus Funds Trust Fund or other similar common trust fund for which such state, or a constitutional or statutory officer or agency thereof, shall be the custodian; and

(xiii) any agreements or contracts with insurance companies or other financial institutions, which agreements or contracts (a) shall be rated at the date of investment in such agreements or contracts in the highest whole rating category by two nationally recognized rating agencies, or (b) are issued or entered into by (i) an insurance company whose claims paying ability shall be rated at the date of investment in such agreements or contracts in the highest whole rating category by two nationally recognized rating agencies or (ii) an insurance company or other financial institution that has issued and outstanding senior unsecured indebtedness rated at the date of investment in such agreements or contracts in the highest whole rating category by two nationally recognized rating agencies, and whereby under each such agreement or contract the insurance company or other financial institution shall be absolutely and unconditionally obligated to repay the moneys invested by Issuer and interest thereon, without any right of recoupment, counterclaim or set off. Any such agreement or contract may provide that, with the approval of Issuer, the insurance company or other financial institution may have the right to assign its obligations under any such agreement or contract to any other insurance company or other financial institution.

"Person" shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization or governmental entity.

"Pledged Revenues" shall mean (i) the Net Revenues, and (ii) until applied in accordance with this Resolution, the moneys on deposit in the various funds and accounts created pursuant to this Resolution, except (A) as for the Rebate Fund, and (B) to the extent moneys on deposit in a subaccount of the Reserve Fund or the Construction Fund shall be pledged solely for the payment of the Series of Bonds for which it was established in accordance with the provisions hereof.

"Principal Account" shall mean the special account of the same name created within the Bond Service Fund.

"Project" or "Projects" shall mean any actual, proposed or potential acquisition, addition, extension, supplement, or replacement of the System or joint ownership of similar properties or any interest therein or any right to use the capacity from any facilities or services thereof, or any other lawful purpose related to the System, all as determined by the Issuer and in accordance with plans and specifications on file or to be filed with the Issuer.

"Project Costs" shall mean all costs authorized to be paid from the Construction Fund pursuant to Section 18 hereof to the extent permitted under the laws of the State. It is intended that this definition be broadly construed to encompass all costs, expenses and liabilities of the Issuer related to the System which on the date of this Resolution or in the future shall be

permitted to be funded with the proceeds of any Series of Bonds pursuant to the laws of the State.

“Prudent Utility Practice” shall mean, in respect of any particular municipal utility industry, any of the practices, methods and acts which, in the exercise of reasonable judgment, in light of the facts, including but not limited to the practices, methods and acts engaged in or approved by a significant portion of such utility industry prior thereto, known at the time the decision was made, would have been expected to accomplish the desired result at the lowest reasonable cost consistent with reliability, safety, and expedition. It is recognized that Prudent Utility Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather is a spectrum of possible practices, methods or acts which could have been expected to accomplish the desired result at the lowest reasonable cost consistent with reliability, safety and expedition.

“Qualified Agreement” means, to the extent from time to time permitted pursuant to law, any contract or contracts entered into in connection with Bonds under which payments are, in whole or in part, based on interest rate, cash flow, or other basis desired by the Issuer, including, without limitation, contracts commonly known as current or forward interest rate swap or swaption agreements and interest rate floors or caps. Notwithstanding anything herein to the contrary, “Qualified Agreement” shall not include goods and service supply contracts.

“Qualified Agreement Provider” means, an entity whose senior long term obligations, other senior long term obligations or claims paying ability or whose payment obligations under a Qualified Agreement are guaranteed by an entity whose senior long term debt obligations, other senior unsecured long term obligations or claims paying ability are rated at the time of execution of such Qualified Agreement either (i) at least as high as “A3” by Moody’s, and “A-” by S&P, or the equivalent thereof by any successor thereto for so long as such rating agency is then maintaining a rating on the Bonds Outstanding, or (ii) any such lower rating categories which each such rating agency then maintaining a rating on the Bonds Outstanding indicates in writing to the Issuer will not, by itself, result in a reduction or withdrawal of its rating on the Bonds Outstanding that is in effect prior to entering into such Qualified Agreement.

“Qualified Independent Consultant” shall mean one or more qualified and recognized independent consultants, having favorable repute, skill and experience with respect to the acts and duties of the Qualified Independent Consultant to be provided to the Issuer, as shall from time to time be retained by the Issuer to perform the acts and carry out the duties herein provided for such consultants.

“Rate Stabilization Fund” shall mean the “Rate Stabilization Fund” established pursuant to Section 16 of this Resolution.

“Rebate Fund” shall mean any City of Wildwood Utility System Revenue Bonds Rebate Fund authorized to be established pursuant to Section 32(E) hereof.

“Rebate Year” shall mean, with respect to a particular Series of Bonds issued hereunder, a one-year period (or shorter period from the date of issue) that ends at the close of business on the day in the calendar year selected by the Issuer as the last day of a Rebate Year. The final

Rebate Year with respect to a particular Series of Bonds issued hereunder, however, shall end on the date of final maturity of that Series of Bonds.

“Record Date” shall mean each date that is on the 15th day of the calendar month immediately preceding an interest payment date on the Bonds.

“Redemption Account” shall mean the special account of the same name created within the Bond Service Fund.

“Refunded Bonds” shall mean collectively the Issuer’s Water and Sewer Revenue Bond, Series 2009 with State Revolving Fund Construction Loan Agreement (S120769060) between FDEP and the Issuer and State Revolving Fund Loan Agreement (S1207076905P) as amended and relates between FDEP and the Issuer.

“Refunding Bonds” shall mean that amount of any Series of Bonds, the proceeds of which will be applied to the refunding of any previously issued Bonds.

“Registrar” shall mean any registrar for the Bonds appointed hereby or pursuant to Supplemental Resolution and its successors and assigns, and any other Person which may at any time be substituted in its place pursuant to Supplemental Resolution. Once appointed, no resignation or removal of the Registrar shall become effective until a successor has been appointed and has accepted the duties of Registrar. The Insurers of Bonds shall be furnished with written notice of the resignation or removal of the Registrar and the appointment of any successor thereto.

“Reimbursement Obligation” shall have the meaning set forth in Section 30 hereof.

“Renewal, Replacement and Improvement Fund” shall mean the Renewal, Replacement and Improvement Fund created and established pursuant to Section 16 of this Resolution.

“Reserve Fund” shall mean the Reserve Fund created and established pursuant to Section 16 of this Resolution.

“Reserve Fund Insurance Policy” shall mean an insurance policy or surety bond deposited in the Reserve Fund in lieu of or in substitution for cash on deposit therein pursuant to Section 20(B)(2) hereof.

“Reserve Fund Letter of Credit” shall mean an unconditional irrevocable letter of credit or line of credit (other than a Reserve Fund Insurance Policy) deposited in the Reserve Fund in lieu of or in substitution for cash on deposit therein pursuant to Section 20(B)(2) hereof.

“Reserve Requirement” shall mean as to any Bonds that are not Taxable Bonds the lesser of (i) the Maximum Bond Service Requirement with respect to Bonds secured by the Reserve Fund, (ii) 125% of the Average Annual Bond Service Requirement with respect to Bonds secured by the Reserve Fund, or (iii) the largest amount as shall not adversely affect the exclusion of interest on such Bonds from gross income for Federal income tax purposes with respect to Bonds secured by the Reserve Fund. The Issuer may establish hereby or by a

Supplemental Resolution a different Reserve Requirement for any Series of Bonds, which Reserve Requirement may be \$0.00.

“Resolution” shall mean this Resolution, as from time to time may be amended or supplemented by Supplemental Resolution, in accordance with the terms hereof.

“Revenue Fund” shall mean the Revenue Fund created and established pursuant to Section 16 of this Resolution.

“Rule” shall mean Rule 15c2-12 of the Securities and Exchange Commission.

“Serial Bonds” means all Bonds of a Series other than Term Bonds.

“Series” or “Series of Bonds” or “Bonds of a Series” shall mean all Bonds designated as being of the same Series issued and delivered on original issuance in a simultaneous transaction, and any Bonds thereafter delivered in lieu thereof or in substitution therefor pursuant to this Resolution.

“Series 2013 Bond” shall mean the Issuer’s Utility System Refunding Revenue Bond, Series 2013.

“Sewer Impact Fees” shall mean the fees and charges, if any, which relate to acquiring, constructing, equipping or expanding the capacity of the sewer facilities of the System for the purpose of paying or reimbursing the equitable share of the capital cost relating to such acquisition, construction, expansion or equipping of excess and unused capacity of the System or expansion thereof in order to serve new users of the sewer facilities of the System, to the extent the same are lawfully levied, collected and pledged.

“Sewer Impact Fees Fund” shall mean the fund created pursuant to Section 16 hereof.

“Sewer System” shall mean the complete sewer, wastewater and reclaimed water system now owned or hereafter owned by the Issuer and which the Issuer is, or shall be responsible for maintaining and operating, together with any and all acquisitions, improvements, extensions and additions thereto, hereafter constructed or acquired, together with all lands or interests therein, including plants, buildings, machinery, franchises, pipes, mains, fixtures, equipment and all property, real or personal, tangible or intangible (including agreements for the providing of such services), now or hereafter constructed and/or owned or used in connection therewith including all contractual rights, rights to capacity and obligations or undertakings associated therewith.

“State” shall mean the State of Florida.

“Standard & Poor’s” or “Standard & Poor’s Corporation” or “S&P” shall mean Standard and Poor’s Ratings Group and any assigns and successors thereto.

“Subordinated Debt” shall mean any obligations payable on a junior, inferior and subordinate basis under Section 20(P) hereof. “Subordinated Debt” shall include, but shall not be limited to, (i) Clean Water State Revolving Fund Loan Agreement WW769070 between Florida Pollution Control Financial Corporation and the Issuer (ii) payments to a Qualified Agreement

Provider pursuant to a Qualified Agreement which the Issuer has designated as Subordinated Debt, (iii) Reimbursement Obligations, and (iv) any other obligations payable from any of the Pledged Revenues on a junior, inferior and subordinate basis to the Bonds.

“Subordinated Debt Service Fund” shall mean the Subordinated Debt Service Fund.

“Supplemental Resolution” shall mean any resolution of the Issuer amending or supplementing this Resolution enacted and becoming effective in accordance with the terms of Sections 24 and 25 hereof.

“Surplus Fund” shall mean the Surplus Fund established pursuant to Section 16 hereof.

“System” or “Utility System” shall mean, collectively, the Water System and the Sewer System of the Issuer. Upon compliance with the provisions of Section 28 hereof, the term “System” may be deemed to include other utility functions added to the System, including, but not limited to, a stormwater system, a residential reuse system, the acquisition, distribution and sale of natural gas, the providing of electricity, the providing of cable television services, the providing of telecommunication services or other utility functions that are authorized from time to time pursuant to the Act. Notwithstanding the foregoing definition of the term System, such term shall not include any properties or interest in properties of the Issuer which the Issuer determines shall not constitute a part of the System for the purpose of this Resolution.

“Taxable Bonds” shall mean any Bond which states, in the body thereof, that the interest income thereon is includable in the gross income of the Holder thereof for federal income tax purposes or that such interest is subject to federal income taxation. The term “Taxable Bonds” shall not include Direct Subsidy Bonds.

“Term Bonds” shall mean the Bonds other than Serial Bonds which shall be stated to mature on one date, and shall have such Amortization Installments, as shall be determined herein or by Supplemental Resolution of the Issuer.

“Utilities Director” shall mean the Utility Department Director of the Issuer, or like position in the organizational chart, or any assistant or deputy thereof.

“Variable Rate Bonds” shall mean obligations issued with a variable, adjustable, convertible or other similar rate which is not fixed in percentage at the date of issue for the entire term thereof as shall be determined by Supplemental Resolution of the Issuer.

“Water Impact Fees” shall mean the fees and charges, if any, which relate to acquiring, constructing, equipping or expanding the capacity of the water facilities of the System for the purpose of paying or reimbursing the equitable share of the capital cost relating to such acquisition, construction, expansion or equipping of excess and unused capacity of the System or expansion thereof in order to serve new users of the water facilities of the System, to the extent the same are lawfully levied, collected and pledged.

“Water Impact Fees Fund” shall mean the fund created pursuant to Section 16 hereof.

“Water System” shall mean the complete water system now owned or hereafter owned by the Issuer and which the Issuer is, or shall be responsible for operating and maintaining, together with any and all acquisitions, improvements, extensions and additions thereto, hereafter constructed or acquired, together with all lands or interests therein, including plants, buildings, machinery, franchises, pipes, mains, fixtures, equipment and all property, real or personal, tangible or intangible (including agreements for the providing of such services), now or hereafter constructed and/or owned or used in connection therewith including all contractual rights, rights to capacity and obligations or undertaking associated therewith.

The terms “herein,” “hereunder,” “hereby,” “hereto,” “hereof” and any similar terms shall refer to this Resolution; the term “heretofore” shall mean before the date of adoption of this Resolution; and the term “hereafter” shall mean after the date of adoption of this Resolution.

Words importing the masculine gender include every other gender. Words importing the singular number include the plural number, and vice versa.

SECTION 3. FINDINGS. It is hereby ascertained, determined and declared that:

(A) The Issuer currently owns, operates and maintains the System and derives Gross Revenues, which such revenues are not pledged or encumbered in any manner, except for the payment of the Refunded Bonds and on a Subordinate basis to Bonds the agreement described in (i) or “Subordinated Debt”.

(B) The Issuer is authorized under the Act to issue the Series 2013 Bond, and use the proceeds thereof, together with certain other legally available funds, to refund the Refunded Bonds and pay the costs of acquiring and constructing the 2013 Project (as herewith defined).

(C) In order to modernize the bond covenants and to achieve debt service savings with respect to the Refunded Bonds in total, the Issuer finds, determines and declares that it is in the best interest of the Issuer and its citizens and for the continued preservation of the health, welfare, convenience and safety of the Issuer, its citizens and other users of the System for the Issuer to provide for the issuance of the Series 2013 Bond in an aggregate principal amount not to exceed \$4,100,000, the proceeds of which will be used to refund the Refunded Bonds and to pay costs of acquiring and constructing the 2013 Project and for the other purposes provided in Section 7(F) hereof.

(D) The principal of and interest and redemption premium on the Series 2013 Bond and all reserve and other payments contemplated hereunder shall be payable solely from the Pledged Revenues. The Issuer shall never be required to levy ad valorem taxes on any real or personal property therein to pay the principal of and interest on the Bond herein authorized or to make any other payments provided for herein. The Bonds shall not constitute a lien upon any properties owned by or located within the boundaries of the Issuer or upon any property other than the Pledged Revenues.

(E) Any Series of Bonds, after the issuance of the Series 2013 Bond, shall be issued upon approval by Supplemental Resolution of the Issuer and compliance with the terms hereof. The proceeds of any Series of Bonds shall be applied as provided in a Supplemental Resolution.

(F) The Pledged Revenues should be sufficient to pay all principal of and interest and redemption premium on the Bonds to be issued hereunder, as the same become due, and to make all required deposits or payments required by this Resolution.

SECTION 4. AUTHORIZATION OF REFUNDING OF REFUNDED BONDS AND PAYMENT OF COSTS OF THE 2013 PROJECT. The Issuer does hereby authorize the refunding of the Refunded Bonds and payment of the 2013 Project.

SECTION 5. THIS RESOLUTION TO CONSTITUTE CONTRACT. In consideration of the acceptance of the Bonds authorized to be issued hereunder by those who shall hold the same from time to time, this Resolution shall be deemed to be and shall constitute a contract between the Issuer and such Holders. The covenants and agreements herein set forth to be performed by the Issuer shall be for the equal benefit, protection and security of the legal Holders of any and all of the Bonds, all of which shall be of equal rank and without preference, priority or distinction of any of the Bonds over any other thereof, except as expressly provided therein and herein.

SECTION 6. AUTHORIZATION OF BONDS. Subject and pursuant to the provisions hereof, obligations of the Issuer to be known as "Utility System Revenue Bonds" which may be issued from time to time are hereby authorized to be issued. The aggregate principal amount of the Bonds which may be executed and delivered under this Resolution is not limited except as is or may hereafter be provided in this Resolution or as limited by the Act or by law.

The Bonds may, if and when authorized by the Issuer pursuant to this Resolution, be issued in one or more Series, with such further appropriate particular designations added to or incorporated in such title for the Bonds of any particular Series as the Issuer may determine and as may be necessary to distinguish such Bonds from the Bonds of any other Series. Each Bond shall bear upon its face the designation so determined for the Series to which it belongs.

The Bonds shall be issued for such purpose or purposes; shall bear interest at such rate or rates not exceeding the maximum rate permitted by law; and shall be payable in lawful money of the United States of America on such dates; all as determined herein or by Supplemental Resolution of the Issuer.

The Bonds shall be issued in such denominations and such form, whether coupon or registered; shall be dated such date; shall bear such numbers; shall be payable at such place or places; shall contain such redemption provisions; shall have such Paying Agents and Registrars; shall mature in such years and amounts; and the proceeds shall be used in such manner; all as determined by Supplemental Resolution of the Issuer, and, in the case of the Series 2013 Bond, by Section 7 hereof. The Issuer may issue Bonds which may be secured by a Credit Facility or by a Bond Insurance Policy all as shall be hereby determined or as determined by Supplemental Resolution of the Issuer.

#### SECTION 7. THE SERIES 2013 Bond.

(A) Authorization of Series 2013 Bond. Subject and pursuant to the provisions hereof, obligations of the Issuer to be known as "Utility System Refunding Revenue Bonds, Series 2013" are authorized to be issued in the aggregate principal amount of not to exceed \$4,100,000.

(B) Description of the Bonds. Bonds shall have such further details as are set forth below. The provisions of this Section may be modified by a Supplemental Resolution.

The Bonds shall be issued hereunder in fully registered form without coupons; may be Capital Appreciation Bonds, Serial Bonds or Term Bonds; shall be dated; may be numbered consecutively from one upward in order of maturity preceded by the letter "R" if Serial Bonds or Term Bonds, and preceded by the letters "CABR" if Capital Appreciation Bonds; shall be in the denomination of \$5,000 each, or integral multiples thereof for the Serial Bonds and Term Bonds, and in \$5,000 Accreted Values at maturity for the Capital Appreciation Bonds or in \$5,000 multiples thereof, or such other denominations as shall be approved by the Issuer as provided herein, shall bear interest at such rate or rates not exceeding the maximum rate allowed by State law and complying with the limitations provided herein, the actual rate to be approved by the Issuer prior to or upon the sale of such Bonds as provided herein; such interest to be payable semiannually at such times as are fixed by the Issuer if Serial Bonds or Term Bonds as provided herein or payable at maturity if Capital Appreciation Bonds, and shall mature annually on such date in such years and such amounts as will be fixed by the Issuer prior to or upon the sale of such Bonds as provided herein, and may be issued with variable, adjustable, convertible or other rates with original issue discounts and as zero coupon bonds; all as the Issuer shall provide herein or hereafter by Supplemental Resolution.

Each Serial or Term Bond shall bear interest from the interest payment date next preceding the date on which it is authenticated, unless authenticated on an interest payment date, in which case it shall bear interest from such interest payment date, or, unless authenticated prior to the first interest payment date, in which case it shall bear interest from its date; provided, however, that if at the time of authentication, payment of any interest which is due and payable has not been made, such Serial or Term Bond shall bear interest from the date to which interest shall have been paid.

Unless otherwise set forth in a Supplemental Resolution adopted prior to the issuance of a Series of Bonds, interest shall be calculated based upon a 360 day year consisting of 12-30 day months.

Each Capital Appreciation Bond shall bear interest only at maturity or upon redemption prior to maturity in the amount determined by reference to the Accreted Value.

The principal of and the interest and redemption premium, if any, on such Bonds shall be payable in any coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for the payment of public and private debts. The interest on the Serial or Term Bonds shall be payable by the Paying Agent on each interest payment date, or the first business day following an interest payment date if such interest payment date is not a business day, to the person appearing on the registration books of the Issuer hereinafter provided for as the registered Holder thereof, by check or draft mailed to such registered Holder at his address as it appears on such registration books or by wire transfer to Holders of \$1,000,000 or more in principal amount of such Bonds. Payment of the principal of all Serial or Term Bonds (reduced by any Amortization Installments previously paid by the Issuer on any Term Bonds) and the Accreted Value with respect to the Capital Appreciation Bonds shall be made upon the presentation and surrender of such Bonds as the same shall become due and payable.

As long as any such Bonds are outstanding in book-entry form, the provisions of this Resolution inconsistent with such system of book-entry registration shall not be applicable to such Bonds, and the Issuer covenants to cause adequate records to be kept with respect to the ownership of any Series of Bonds issued in book-entry form or the beneficial ownership of bonds issued in the name of a nominee.

(C) Approval of Issuance of Series 2013 Bond; Terms of Series 2013 Bond. The Series 2013 Bond shall be issued with such interest rate, maturity date and other term as are set forth in Exhibit B hereto.

(D) Application of Series 2013 Bond Proceeds. The proceeds, including any accrued interest received from the sale of the Series 2013 Bond, shall be applied by the Issuer as follows:

(1) Accrued interest, if any, shall be deposited in the Interest Account in the Bond Service Fund and shall be used only for the purpose of paying interest becoming due on the Series 2013 Bond.

(2) The Issuer shall pay all costs and expenses in connection with the preparation, issuance and sale of the Series 2013 Bond.

(3) To pay a portion of the costs of acquiring and constructing the 2013 Project.

(4) A sum which, together with other legally available funds of the Issuer, if any, is equal to the principal of and interest on the Refunded Bonds to be redeemed and prepaid simultaneously with the issuance of the Series 2013 Bond shall be so applied.

(E) Reserve Fund. The Issuer hereby determines that the Reserve Requirement for the Series 2013 Bond shall be \$0; provided, however, that the Reserve Requirement for the Series 2013 Bond may be increased to an amount not exceeding an amount permitted by the first sentence or the definition of Reserve Requirement herein upon the advice of the Financial Advisor.

**SECTION 8. EXECUTION OF BONDS.** The Bonds in the form herein below set forth shall be signed by, or bear the facsimile signature of the Mayor and shall be attested by, or bear the facsimile signature of the City Clerk, and a facsimile of the official seal of the Issuer shall be imprinted on the Bonds.

In case any officer whose signature or a facsimile of whose signature shall appear on any Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes the same as if such Person remained in office until such delivery. Any Bond may bear the facsimile signature of or may be signed by such persons who, at the actual time of the execution of such Bond, shall be the proper officers to sign such Bonds although, at the date of such Bond, such persons may not have been such officers.

SECTION 9. AUTHENTICATION OF BONDS. Only such of the Bonds as shall have endorsed thereon a certificate of authentication substantially in the form herein below set forth, duly executed by the Registrar, as authenticating agent, shall be entitled to any benefit or security under this Resolution. No Bond shall be valid or obligatory for any purpose unless and until such certificate of authentication shall have been duly executed by the Registrar, and such certificate of the Registrar upon any such Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Resolution. The Registrar's certificate of authentication on any Bond shall be deemed to have been duly executed if signed by an authorized officer of the Registrar, but it shall not be necessary that the same officer sign the certificate of authentication of all of the Bonds that may be issued hereunder at any one time.

SECTION 10. EXCHANGE OF BONDS. Any Bonds, upon surrender thereof at the designated corporate trust office of the Registrar, together with an assignment duly executed by the Bondholder or his attorney or legal representative in such form as shall be satisfactory to the Registrar, may, at the option of the Bondholder, be exchanged for an aggregate principal amount of Bonds of the same Series equal to the principal amount of the Bond or Bonds so surrendered.

The Registrar shall make provision for the exchange of Bonds at the designated corporate trust office of the Registrar.

SECTION 11. NEGOTIABILITY, REGISTRATION AND TRANSFER OF BONDS. The Registrar shall keep books for the registration of and for the registration of transfers of Bonds as provided in this Resolution. The transfer of any Bonds may be registered only upon such books and only upon surrender thereof to the Registrar together with an assignment duly executed by the Bondholder or his attorney or legal representative in such form as shall be satisfactory to the Registrar. Upon any such registration of transfer, the Issuer shall execute and the Registrar shall authenticate and deliver in exchange for such Bond, a new Bond or Bonds registered in the name of the transferee, and in an aggregate principal amount equal to the principal amount of such Bond or Bonds so surrendered and of the same Series.

In all cases in which Bonds shall be exchanged, the Issuer shall execute and the Registrar shall authenticate and deliver, at the earliest practicable time, a new Bond or Bonds of the same type (for example, Serial Bonds will be exchanged for Serial Bonds and Capital Appreciation Bonds will be exchanged for Capital Appreciation Bonds) and of the same Series in accordance with the provisions of this Resolution. All Bonds surrendered in any such exchange or registration of transfer shall forthwith be canceled by the Registrar. The Issuer or the Registrar may make a charge for every such exchange or registration of transfer of Bonds sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or registration of transfer, but no other charge shall be made to any Bondholder for the privilege of exchanging or registering the transfer of Bonds under the provisions of this Resolution. Neither the Issuer nor the Registrar shall be required to make any such exchange, registration or transfer of Bonds after the Record Date.

SECTION 12. OWNERSHIP OF BONDS. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal or redemption price of any such Bond, and the interest on any such Bonds shall be made only to or upon the order of the registered owner thereof or his

legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond including the premium, if any, and interest thereon to the extent of the sum or sums so paid.

SECTION 13. BONDS MUTILATED, DESTROYED, STOLEN OR LOST. In case any Bond shall become mutilated, or be destroyed, stolen or lost, the Issuer may, in its discretion, cause to be executed, and the Registrar shall authenticate and deliver, a new Bond of like date and tenor as the Bond so mutilated, destroyed, stolen or lost (for example, Serial Bonds shall be issued in exchange for Serial Bonds and Capital Appreciation Bonds shall be issued in exchange for Capital Appreciation Bonds) in exchange and substitution for such mutilated Bond upon surrender and cancellation of such mutilated Bond or in lieu of and substitution for the Bond destroyed, stolen or lost, and upon the Holder furnishing the Issuer and the Registrar proof of his ownership thereof and satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer and the Registrar may prescribe and paying such expenses as the Issuer and the Registrar may incur. All Bonds so surrendered shall be canceled by the Issuer. If any of the Bonds shall have matured or be about to mature, instead of issuing a substitute Bond, the Issuer may pay the same, upon being indemnified as aforesaid, and if such Bond be lost, stolen or destroyed, without surrender thereof.

Any such duplicate Bonds issued pursuant to this Section 13 shall constitute original, additional contractual obligations on the part of the Issuer whether or not the lost, stolen or destroyed Bonds be at any time found by anyone, and such duplicate Bonds shall be entitled to equal and proportionate benefits and rights as to lien on and source and security for payment from the funds, as hereinafter pledged, to the same extent as all other Bonds issued hereunder.

SECTION 14. PROVISIONS FOR REDEMPTION. The Bonds may be subject to redemption prior to their maturity, at the option of the Issuer, at such times and in such manner as shall be fixed by Supplemental Resolution of the Issuer prior to or at the time of sale of such Bonds provided that the Series 2013 Bond shall be subject to redemption as provided in Section 7 hereof. The provisions of this Section may be modified as to any Series of Bonds by Supplemental Resolution adopted prior to the issuance thereof.

Notice of such redemption shall, at least thirty (30) days prior to the redemption date, be filed with the Registrar, and mailed by the Registrar on behalf of the Issuer, first class mail, postage prepaid, to all Holders of Bonds to be redeemed at their addresses as they appear on the registration books hereinbefore provided for on the Record Date, but failure to mail such notice to one or more Holders of such Bonds, or any defect therein, shall not affect the validity of the proceedings for such redemption with respect to Holders of Bonds to which notice was duly mailed hereunder and no defect occurred. Each such notice shall set forth the date fixed for redemption, the redemption price to be paid and, if less than all of such Bonds, of one maturity are to be called, the distinctive numbers of such Bonds to be redeemed and, in the case of Bonds to be redeemed in part only, the portion of the principal amount thereof to be redeemed.

Any notice of optional redemption given pursuant to this Section 14 may state that it is conditional upon receipt by the Paying Agent of moneys sufficient to pay the redemption price, plus interest accrued to the redemption date, or upon the satisfaction of any other condition, or that it may be rescinded upon the occurrence of any other event, and any conditional notice so

given may be rescinded at any time before payment of such redemption price and accrued interest if any such condition so specified is not satisfied or if any such other event occurs. Notice of such rescission shall be given by the Paying Agent to affected Holders of such Bonds as promptly as practicable upon the failure of such condition or the occurrence of such other event.

Official notice of redemption having been given as aforesaid, such Bonds or portions of Bonds to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Issuer shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any such Bond, there shall be prepared for the Holder a new Bond or Bonds of the same maturity in the amount of the unpaid principal of such partially redeemed Bond. All such Bonds which have been redeemed shall be canceled and destroyed by the Registrar and shall not be reissued.

SECTION 15. FORM OF BONDS. The text of the Bonds, together with the certificate of authentication to be endorsed therein, shall be in substantially the following form, with such omissions, insertions and variations as may be necessary, desirable, authorized or permitted by this Resolution or by any Supplemental Resolution adopted prior to the issuance of a Series of Bonds, or as may be necessary if such Bonds or a portion thereof are issued as Capital Appreciation Bonds, Capital Appreciation Income Bonds, Option Bonds, Variable Rate Bonds, or as may be necessary to comply with applicable laws, rules and regulations of the United States and of the State in effect upon the issuance thereof.

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[FORM OF BOND]

No. R- \_\_\_\_\_ \$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF FLORIDA  
COUNTY OF SUMTER  
CITY OF WILDWOOD  
UTILITY SYSTEM REFUNDING REVENUE BONDS, SERIES \_\_\_\_\_

MATURITY DATE: \_\_\_\_\_ INTEREST RATE: \_\_\_\_\_ DATED DATE: \_\_\_\_\_ CUSIP: \_\_\_\_\_

Registered Owner:

Principal Amount:

The City of Wildwood, Florida (hereinafter called the "Issuer") for value received, hereby promises to pay to the order of the Registered Owner identified above or registered assigns, as herein provided, on the Maturity Date identified above, upon the presentation and surrender hereof at the designated corporate trust office of \_\_\_\_\_, \_\_\_\_\_, Florida from the sources hereinafter mentioned, the Principal Amount identified above in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts, and to pay, solely from said sources, to the Registered Owner hereof by wire transfer or check transmitted to the Registered Owner at his address as it appears on the Bond registration books of the Issuer as it appears on the 15th day of the calendar month preceding the applicable interest payment date; interest on said Principal Amount at the Interest Rate per annum identified above on each April 1 and October 1 commencing \_\_\_\_\_ 1, \_\_\_\_\_ from the interest payment date next preceding the date of registration and authentication of this Bond, unless this Bond is registered and authenticated as of an interest payment date, in which case it shall bear interest from said interest payment date, or unless this Bond is registered and authenticated prior to \_\_\_\_\_, \_\_\_\_\_, in which event this Bond shall bear interest from \_\_\_\_\_, \_\_\_\_\_.

(Insert Optional and/or Mandatory Redemption Provisions)

Notice of such redemption shall be given in the manner required by the Resolution (as defined below).

This Bond is one of an authorized issue of Bonds in the aggregate principal amount of \$ \_\_\_\_\_ of like date, tenor and effect, except as to number, principal amount, maturity, redemption provisions and interest rate, issued to \_\_\_\_\_, all in full compliance with Article VIII, Section 2 of the Constitution of the State of Florida, Chapter 166, Part II, Florida Statutes, the Code of Ordinances of the City of Wildwood, Florida, and other applicable provisions of law and Resolution No. 2013-\_\_\_\_ duly adopted by the Issuer on \_\_\_\_\_, 2013, as amended and supplemented (hereinafter collectively called the "Resolution") and is subject to

all the terms and conditions of such Resolution. All capitalized undefined terms used herein shall have the meaning set forth in the Resolution.

This Bond is payable solely from and secured by a pledge of the Net Revenues of the System levied and collected by the Issuer, and the moneys in certain funds and accounts created pursuant to the Resolution (collectively, the "Pledged Revenues") in the manner and to the extent provided in the Resolution. References made to the Resolution for more complete definition and description of the System and the Pledged Revenues.

This Bond does not constitute a general indebtedness of the Issuer within the meaning of any constitutional, statutory or charter provision or limitation, and it is expressly agreed by the Holder of this Bond that such Bondholder shall never have the right to require or compel the exercise of the ad valorem taxing power of the Issuer or taxation of any real or personal property therein for the payment of the principal of and interest on this Bond or the making of any debt service fund, reserve or other payments provided for in the Resolution.

It is further agreed between the Issuer and the Holder of this Bond that this Bond and the indebtedness evidenced thereby shall not constitute a lien upon the System, or any part thereof, or on any other property of or in the Issuer, but shall constitute a lien only on the Pledged Revenues all in the manner provided in the Resolution.

The Issuer has covenanted, in the Resolution, to fix, establish, revise from time to time whenever necessary, maintain and collect always such fees, rates, rentals and other charges for the use of the products, services and facilities of the System which will always provide, (a) Net Revenues in each Fiscal Year sufficient to pay 115% of the Bond Service Requirement on all Outstanding Bonds in the applicable Bond Year or (b) Net Revenues in each Fiscal Year together with Impact Fees, in such Fiscal Year sufficient to pay at least 125% of the Bond Service Requirement on all Outstanding Bonds in the applicable Bond Year. In addition to compliance with either (a) or (b) above, Net Revenues in each Bond Year shall also be sufficient to pay 115% of the debt service on other obligations payable from Net Revenues and to provide the amounts required by the terms of the Resolution to be deposited into the Reserve Fund or with any issuer of a Reserve Fund Letter of Credit or Reserve Fund Insurance Policy as a result of a withdrawal from the Reserve Fund, to make required deposits to the Renewal, Replacement and Improvement Fund and to make all other payments, and all allocations and applications of Gross Revenues required by the Resolution in the applicable Bond Year.

The Issuer has entered into certain further covenants with the Holders of the Bonds of this issue for the terms of which reference is made to the Resolution.

It is certified that this Bond is authorized by and is issued in conformity with the requirements of the Constitution and Statutes of the State of Florida.

This Bond is and has all the qualities and incidents of a negotiable instrument under Article 3 of the Uniform Commercial Code, the State of Florida, Chapter 673, Florida Statutes, as amended.

The transfer of this Bond is registrable by the Bondholder hereof in person or by his attorney or legal representative at the designated corporate trust office of the Registrar but only

in the manner and subject to the conditions provided in the Resolution and upon surrender and cancellation of this Bond.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Resolution until it shall have been authenticated by the execution by the Registrar of the certificate of authentication endorsed hereon.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, The City of Wildwood, Florida, has issued this Bond and has caused the same to be signed by the Mayor, countersigned and attested to by the City Clerk, (the signatures of the Mayor and the City Clerk being authorized to be facsimiles of such officers' signatures) and its seal or a facsimile thereof to be affixed, impressed, imprinted, lithographed or reproduced hereon, all as of the Dated Date.

(SEAL)

CITY OF WILDWOOD, FLORIDA

By: \_\_\_\_\_  
Title: Mayor

ATTESTED AND COUNTERSIGNED:

By: \_\_\_\_\_  
Title: City Clerk

APPROVED AS TO FORM AND  
CORRECTNESS:

By: \_\_\_\_\_  
Title: City Attorney

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds issued under the provisions of the within mentioned Resolution.

Date of Authentication:

\_\_\_\_\_

\_\_\_\_\_  
Registrar, as Authenticating Agent

By: \_\_\_\_\_  
Authorized Officer

ASSIGNMENT AND TRANSFER

For value received the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ (Please insert Social Security or other identifying number of transferee) \_\_\_\_\_ the attached bond of the City of Wildwood, Florida, and does hereby constitute and appoint, \_\_\_\_\_, attorney, to transfer the said Bond on the books kept for Registration thereof, with full power of substitution in the premises.

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

Signature Guaranteed by \_\_\_\_\_  
[member firm of the New York Stock Exchange or a commercial bank or a trust company.]

By: \_\_\_\_\_ (manual or facsimile)  
Authorized Officer

NOTICE: No transfer will be registered and no new Bonds will be issued in the name of the transferee, unless the signature to this assignment corresponds with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever and the Social Security or Federal Employer Identification Number of the transferee is supplied.

[END OF FORM OF BOND)

SECTION 16. CREATION OF FUNDS. There are hereby created and established the following funds and accounts, which funds and accounts shall be trust funds held by the Issuer for the purposes herein provided and used only in the manner herein provided:

(A) The "City of Wildwood Utility System Revenue Fund" (hereinafter sometimes called the "Revenue Fund") to be held by the Issuer and to the credit of which deposits of Net Revenues shall be made as required by Section 20(A) hereof.

(B) The "City of Wildwood Utility System Bond Service Fund" (hereinafter sometimes called the "Bond Service Fund") to be held by the issuer and to the credit of which deposits shall be made as required by Section 20(B)(1) hereof. In such fund there shall be maintained the following accounts: the Principal Account, the Interest Account, the Parity Contract Obligation Account and the Redemption Account.

(C) The "City of Wildwood Utility System Reserve Fund" (hereinafter sometimes called the "Reserve Fund") to be held by the Issuer and to the credit of which deposits shall be made as required by Section 20(B)(2) hereof. In such fund there may hereafter be established subaccounts pursuant to Supplemental Resolution

(D) The "City of Wildwood Utility System Subordinated Debt Service Fund" (hereinafter sometimes called the "Subordinated Debt Service Fund") to be held by the Issuer and to the credit of which deposits shall be made as required by Section 20(B)(3) hereof.

(E) The "City of Wildwood Utility Renewal, Replacement and Improvement Fund" (hereinafter sometimes called the "Renewal, Replacement and Improvement Fund") to be held by the Issuer and to the credit of which deposits shall be made as required by Section 20(B)(4) hereof.

(F) The "City of Wildwood Utility System Construction Fund" (hereinafter sometimes called the "Construction Fund") to be held by the Issuer and to the credit of which deposits shall be made as required by Section 17 hereof. Within such fund there shall be created, established and maintained separate accounts for each Series of Bonds.

(G) The "City of Wildwood Utility System Rate Stabilization Fund" (hereinafter sometimes called the "Rate Stabilization Fund") to be held by the Issuer and to the credit of which deposits may be made as required by Section 20(R) hereof.

(H) The "City of Wildwood Utility System Surplus Fund" (hereinafter sometimes called the "Surplus Fund") to be held by the Issuer and to the credit of which deposits may be made as required by Section 20(B)(5) hereof.

The Revenue Fund, the Bond Service Fund (including the accounts therein), the Reserve Fund (including any subaccounts that may hereafter be created therein pursuant to Supplemental Resolution), the Renewal, Replacement and Improvement Fund, the Construction Fund, the Rate Stabilization Fund, the Surplus Fund and any other special funds herein established and created shall be deemed to be held in trust for the purposes provided herein for such funds. The money in all such funds shall be continuously secured in the same manner as state and municipal deposits are authorized to be secured by the laws of the State.

The cash required to be accounted for in each of the funds and accounts described in this Section 16 may be deposited in a single bank account, provided that adequate accounting records are maintained to reflect and control the restricted allocation of the cash on deposit therein for the various purposes of such funds and accounts as herein provided. The designation and establishment of the various funds in and by this Resolution shall not be construed to require the establishment of any completely independent, self-balancing funds as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues and assets of the System for certain purposes and to establish certain priorities for application of such revenues and assets as herein provided.

The Issuer may at any time and from time to time appoint one or more depositories to hold, for the benefit of the Bondholders, any one or more of the funds, accounts and subaccounts established hereby. Such depository or depositories shall perform at the direction of the Issuer the duties of the Issuer in depositing, transferring and disbursing moneys to and from each of such funds and accounts as herein set forth, and all records of such depository in performing such duties shall be open at all reasonable times to inspection by the Issuer and its agent and employees. Any such depository shall be a bank or trust company duly authorized to exercise corporate trust powers and subject to examination by federal or state authority, of good standing, and having a combined capital, surplus and undivided profits aggregating not less than fifty million dollars (\$50,000,000).

SECTION 17. APPLICATION OF BOND PROCEEDS. The proceeds, including accrued interest and premium, if any, received from the sale of a Series of the Bonds shall be applied by the Issuer simultaneously with the delivery of such Series of the Bonds to the purchaser thereof, as provided in a Supplemental Resolution adopted at or prior to sale of such Series of the Bonds. Proceeds of the Series 2013 Bond shall be applied in accordance with the provisions of Section 7( ) hereof.

SECTION 18. DISBURSEMENTS FROM CONSTRUCTION FUND. Moneys on deposit from time to time in the Construction Fund shall be used to pay or reimburse the following Project Costs includes costs of the 2013 Project:

(A) Costs incurred directly or indirectly for or in connection with a Project or a proposed or future Project or acquisition including, but not limited to, those for preliminary planning and studies, architectural, construction management services, legal, financial, engineering and supervisory services, labor, services, materials, equipment, accounts receivable, acquisitions, land, rights-of-way, improvements and installation;

(B) Premiums attributable to all insurance required to be taken out and maintained during the period of construction with respect to a Project to be acquired or constructed, the premium on each surety bond, if any, required with respect to work on such facilities, and taxes, assessments and other charges hereof that may become payable during the period of construction with respect to such a Project;

(C) Costs incurred directly or indirectly in seeking to enforce any remedy against a contractor or subcontractor in respect of any default under a contract relating to a Project or costs

incurred directly or indirectly in defending any claim by a contractor or subcontractor with respect to a Project;

(D) Financial, legal, accounting, appraisals, title evidence and printing and engraving fees, charges and expenses, and all other such fees, charges and expenses incurred in connection with the authorization, sale, issuance and delivery of such Series of Bonds;

(E) Capitalized interest funded from Bond proceeds, if any, for a reasonable period of time;

(F) Any other incidental and necessary costs including without limitation any expenses, fees and charges relating to the acquisition, construction or installation of a Project, and the making of extraordinary repairs, renewals and replacements, decommissioning or retirement of any portion of the System, including the cost of temporary employees of the Issuer retained to carry out duties in connection with the acquisition, construction or erection of a Project and costs related to transition of such Project into ownership by the Issuer;

(G) Costs incurred directly or indirectly in placing any Project in operation in order that completion of such Project may occur;

(H) Costs of acquiring an existing utility system from a Person, including but not limited to the costs relating to any real estate transaction related thereto;

(I) Any other costs relating to the System authorized pursuant to a Supplemental Resolution of the Issuer and permitted under the laws of the State subject to the prior written approval of Bond Counsel; and

(J) Reimbursements to the Issuer for any of the above items hereinbefore paid by or on behalf of the Issuer, to the extent deemed permissible by Bond Counsel and advisable by the Financial Advisor.

Notwithstanding anything else in this Resolution to the contrary, in the Event of Default, the trustee acting for the Holders of Bonds shall, to the extent there are no other available funds held hereunder, use the remaining funds in the each account in the Construction Fund to pay principal and interest on the Series of Bonds to which it was established.

SECTION 19. SPECIAL OBLIGATIONS OF ISSUER. The Bonds and any Parity Contract Obligations shall not be or constitute general obligations or indebtedness of the Issuer as "bonds" within the meaning of the Constitution of the State, but shall be payable solely from and secured by a lien upon and a pledge of the Pledged Revenues as herein provided. No Holder or Holders of any Bonds issued hereunder or Qualified Agreement Provider shall ever have the right to compel the exercise of the ad valorem taxing power of the Issuer or taxation in any form of any real or personal property therein, or to compel the Issuer to pay such principal and interest from any other funds of the Issuer.

With respect to any Bonds issued as Direct Subsidy Bonds, Pledged Revenues shall also include Direct Pay Subsidies received by the Issuer, if applicable, with respect to that particular Series of Direct Subsidy Bonds. Notwithstanding anything herein to the contrary, nothing herein

shall be deemed to grant or create a lien on any Direct Pay Subsidies received by the Issuer with respect to a particular Series of Direct Subsidy Bonds in favor of the Bondholders of any other Series of Bonds.

The payment of principal of and interest on the Bonds and any Parity Contract Obligations shall be secured forthwith equally and ratably by, and the Issuer hereby grants to the Bondholders and any Qualified Agreement Provider (to the extent set forth in the related Qualified Agreement) an irrevocable lien on the Pledged Revenues, prior and superior to all other liens or encumbrances on such Pledged Revenues and the Issuer does hereby irrevocably pledge such Pledged Revenues to the payment of the principal of, redemption premium, if any, and interest on the Bonds and any Parity Contract Obligations, for the reserves therefor and for all other payments required hereunder. Such amounts hereby pledged and assigned shall immediately be subject to the lien of this pledge without any further physical delivery thereof or any further act, and the lien of this pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Issuer, irrespective of whether such parties have notice thereof.

SECTION 20. COVENANTS OF THE ISSUER. For so long as any of the principal of and interest on any of the Bonds or Qualified Agreements shall be outstanding and unpaid or until the Issuer has made provision for payment of principal, interest and redemption premiums, if any, with respect to the Bonds and payment pursuant to any Qualified Agreements, as provided herein, the Issuer covenants with the Holders of any and all Bonds as follows:

(A) Revenue Fund. All Net Revenues of the System and any direct subsidy payments received from the United States Treasury relating to Direct Subsidy Bonds or any other interest subsidy or similar payments made by the Federal government, shall, upon receipt thereof, be deposited in the Revenue Fund. All deposits into such Revenue Fund shall be deemed to be held in trust for the purposes herein provided and used only for the purposes and in the manner herein provided.

(B) Disposition of Revenues. All amounts on deposit in the Revenue Fund shall be disposed of monthly, but not later than the twenty-fifth (25th) day of each month commencing in the month immediately following the delivery of the first Series of Bonds issued hereunder only in the following manner and the following order of priority:

(1) The Issuer shall first deposit into the Bond Service Fund and credit to the following accounts, in the following order (except that payments into the Interest Account and the Parity Contract Obligations Account shall be or parity with each other, and the payments into the Principal Account and the Redemption Account shall be on a parity with each other), the following identified sums:

(a) Interest Account: Taking into account actual and anticipated earnings in the Interest Account of the Bond Service Fund within the current Bond Year, such sum as will be sufficient to pay one-sixth (1/6th) of all interest coming due on all Outstanding Bonds, on the next interest payment date; provided, however, that monthly deposits of interest, or portions thereof, shall not be required to be made to the extent that money on deposit within such Interest

Account is sufficient for such purpose. In the event the issuer has issued Variable Rate Bonds or Bonds without semiannual interest payment date pursuant to the provisions hereof, Net Revenues shall be deposited at such other or additional times and amounts as necessary to pay any interest coming due on such Bonds on the next interest payment date, all in the manner provided in a Supplemental Resolution of the Issuer. Any monthly payment out of Net Revenues to be deposited as set forth above, for the purpose of meeting interest payments for any Series of Bonds, shall be adjusted, as appropriate, to reflect the frequency of interest payment dates applicable to such Series. Moneys in the Interest Account may be used only for the purposes set forth in this paragraph (a). Deposits required pursuant to the foregoing shall be increased or decreased each month to the extent required to timely pay interest next becoming due and payable after making allowance for any accrued and capitalized interest, and to make up any deficiency or loss that may otherwise arise in such fund or account.

(b) Parity Contract Obligations Account: Taking into account the actual and anticipated earnings in the Parity Contract Obligations Account in the Bond Service Fund within the current Bond Year, a pro rata estimated amount necessary to build up over time the amount of any Parity Contract Obligation which will next be due and payable or reasonably expected to be due and payable under any Qualified Agreement on the next payment date thereunder; provided, however, that the monthly amount to be so deposited may be adjusted, as appropriate, to reflect the frequency of payment dates thereunder (for example, if such Parity Contract Obligations are required to be paid semi-annually, the Issuer shall be required to deposit monthly an amount which is estimated to equal one-sixth (1/6th) of the next such payment). Moneys in the Parity Contract Obligations Account may be used only for the purposes set forth in this paragraph (b). Deposits required pursuant to the foregoing shall be increased or decreased each month to the extent required to timely pay Parity Contract Obligations next becoming due and payable and to make up any deficiency or loss that may otherwise arise in such fund or account.

(c) Principal Account: Taking into account actual and anticipated earnings in the Principal Account of the Bond Service Fund within the current Bond Year, such sum as will be sufficient to pay one-twelfth (1/12th) of the principal amount of the Bonds Outstanding which will mature and become due on such annual maturity dates beginning the month which is twelve (12) months prior to the first principal maturity date; provided, however, that monthly deposits for principal, or portions thereof, shall not be required to be made to the extent that money on deposit within such Principal Account is sufficient for such purpose. Any monthly payment out of Net Revenues to be deposited as set forth above, for the purpose of meeting principal payments for any Series of Bonds, shall be adjusted, as appropriate, to reflect the frequency of principal payment dates applicable to such Series. Moneys in the Principal Account may be used only for the purposes set forth in this paragraph (c). Deposits required pursuant to the foregoing shall be increased or decreased each month to the extent required to

timely pay principal next becoming due and payable and to make up any deficiency or loss that may otherwise arise in such fund or account.

(d) Redemption Account: Taking into account actual and anticipated earnings in the Redemption Account of the Bond Service Fund within the current Bond Year, such sum as will be sufficient to pay one-twelfth (1/12th) of any Amortization Installment established for the mandatory redemption of Outstanding Bonds on such annual maturity date beginning the month which is twelve (12) months prior to the first Amortization Installment date; provided, however, that monthly deposits into the Redemption Account, or portions thereof, shall not be required to be made to the extent that money on deposit in the Redemption Account is sufficient for such purpose. Any monthly payment out of Net Revenues to be deposited as set forth above, for the purpose of meeting Amortization Installments for any Series of Bonds, shall be adjusted, as appropriate, to reflect the frequency of dates established for Amortization Installments applicable to such Series. The moneys in the Redemption Account shall be used solely for the purchase or redemption of the Term Bonds payable therefrom. The Issuer may at any time purchase any of said Term Bonds at prices not greater than the then redemption price of said Term Bonds. If the Term Bonds are not then redeemable prior to maturity, the Issuer may purchase said Term Bonds at prices not greater than the redemption price of such Term Bonds on the next ensuing redemption date. If Term Bonds are so purchased by the Issuer, the Issuer shall credit the account of such purchased Term Bonds against any current Amortization Installment to be paid by the Issuer. If the Issuer shall purchase or call for redemption in any year Term Bonds in excess of the Amortization Installment requirement for such year, such excess of Term Bonds so purchased or redeemed shall be credited in such manner and at such times as the Issuer shall determine. Moneys in the Redemption Account in the Debt Service Fund may be used only for the purposes set forth in this paragraph (d). Deposits required pursuant to the foregoing shall be increased or decreased each month to the extent required to timely pay Amortization Installments next becoming due and payable and to make up any deficiency or loss that may otherwise arise in such fund or account.

(2) To the extent that the amounts on deposit in the Reserve Fund are less than the applicable Reserve Requirement, the Issuer shall next make deposits into the Reserve Fund in the manner described below from moneys remaining in the Revenue Fund. Any withdrawals from the Reserve Fund shall be subsequently restored from the first moneys available in the Revenue Fund, after all required current payments for Cost of Operation and Maintenance and all current applications and allocations to the Bond Service Fund, including all deficiencies for prior payments have been made in full. Notwithstanding the foregoing, in case of withdrawal from the Reserve Fund, in no event shall the Issuer be required to deposit into the Reserve Fund an amount greater than that amount necessary to ensure that the difference between the Reserve Requirement and the amounts on deposit in the Reserve Fund on the date of calculation shall be restored not later than sixty (60) months after the date of such deficiency (assuming equal monthly payments into the Reserve Fund for such sixty (60) month period). Any deficiency in the Reserve

Fund or any subaccount therein due to a decrease in the market value of investments therein shall be restored not less than twelve (12) months after the date of such deficiency.

Upon the issuance of any Additional Parity Obligations under the terms, limitations and conditions as herein provided, the Issuer may, on the date of delivery of such Additional Parity Obligations, increase the sum required to be accumulated and maintained on deposit in the Reserve Fund to be at least equal to the Reserve Requirement on all Outstanding Bonds secured by such Reserve Fund including the Additional Parity Obligations then issued provided nothing herein, shall be constricted to require the Issuer to fund the Reserve Fund or any subaccount therein for such Series of Bonds. Such required sum may be paid in full or in part from the proceeds of such Additional Parity Obligations or may be accumulated in equal monthly payments to the Reserve Fund over a period of months from the date of issuance of the Additional Parity Obligations, which shall not exceed the greater of (a) twelve (12) months, or (b) the number of months for which interest on such Additional Parity Obligations has been capitalized, as determined by Supplemental Resolution. In the event moneys in the Reserve Fund are accumulated as provided above, (i) the amount in said Reserve Fund on the date of delivery of the Additional Parity Obligations shall not be less than the Reserve Requirement on all Bonds Outstanding secured by such Reserve Fund (excluding the Additional Parity Obligations) on such date, and (ii) the incremental difference between the Reserve Requirement on all Bonds Outstanding secured by such Reserve Fund (excluding the Additional Parity Obligations) on the date of delivery of the Additional Parity Obligations and the Reserve Requirement on all such Bonds and the Additional Parity Obligations shall be twenty-five percent (25%) funded upon delivery of the Additional Parity Obligations.

Notwithstanding anything herein to the contrary, the Issuer may also establish a separate subaccount in the Reserve Fund for any Series of Bonds and provide a pledge of such subaccount solely to the payment of such Series of Bonds. To the extent a Series of Bonds is secured separately by a subaccount of the Reserve Fund, the Holders of such Bonds shall not be secured by any other moneys in the Reserve Fund. Moneys in a separate subaccount of the Reserve Fund shall be maintained at the Reserve Requirement applicable to such Series of Bonds secured by the subaccount; provided the Supplemental Resolution authorizing such Series of Bonds may establish the Reserve Requirement relating to such separate subaccount of the Reserve Fund at such level, if any, as the Issuer deems appropriate. Moneys shall be deposited in the separate subaccounts in the Reserve Fund on a pro-rata basis.

Notwithstanding the foregoing, in lieu of or in substitution for the required deposits into the Reserve Fund any subaccount therein, the Issuer may cause to be deposited into the Reserve Fund a Reserve Fund Insurance Policy and/or a Reserve Fund Letter of Credit in an amount equal to the difference between the Reserve Requirement and the sums then on deposit in the Reserve Fund or applicable subaccount, if any plus the amounts to be deposited therein pursuant to this section.

The Issuer may evidence its obligation to reimburse the issuer of any Reserve Fund Letter of Credit or Reserve Fund Insurance Policy by executing and delivering a reimbursement agreement therefore which evidences a Reimbursement Obligation; provided, however, any reimbursement agreement (1) shall not be or create a general obligation of the Issuer the payment of which is secured by the full faith and credit or taxing power of the Issuer, and (2) shall be payable or obligate the Issuer to pay solely front the Pledged Revenues in a manner which is not inconsistent with the terms hereof.

Notwithstanding anything herein to the contrary, Reimbursement Obligations relating to a Reserve Fund Insurance Policy or Reserve Fund Letter of Credit for any fees, expenses, claims or draws upon such Reserve Fund Insurance Policy or Reserve Fund Letter of Credit shall be subordinate to the payment of debt service on the Bonds and to the payment of any Parity Contract Obligations. The right of the issuer of a Reserve Fund Insurance Policy or Reserve Fund Letter of Credit to payment of reimbursement of its fees and expenses shall be subordinated to cash replenishment of the Reserve Fund. Its right to reimbursement for claims or draws shall be prior to the replenishment of the cash drawn from the Reserve Fund. The Reserve Fund Insurance Policy or Reserve Fund Letter of Credit shall provide for a revolving feature under which the amount available thereunder will be reinstated to the extent of any reimbursement of draws or claims paid. If the revolving feature is suspended or terminated for any reason, the right of the issuer of the Reserve Fund Insurance Policy or Reserve Fund Letter of Credit to reimbursement will be further subordinated to cash replenishment of the Reserve Fund to an amount equal to the difference between the full original amount available under the Reserve Fund Insurance Policy or Reserve Fund Letter of Credit and the amount then available for further draws or claims.

If any Reserve Fund Letter of Credit or Reserve Fund Insurance Policy shall terminate prior to the stated expiration date thereof, the Issuer agrees that it shall fund the Reserve Fund or applicable subaccount over a period not to exceed twenty-four (24) months during which it shall make consecutive equal monthly payments in order that the amount on deposit in the Reserve Fund or applicable subaccount shall equal the Reserve Requirement; provided, the Issuer may obtain a new Reserve Fund Letter of Credit or a new Reserve Fund Insurance Policy in lieu of making the payments required by this paragraph.

Moneys in the Reserve Fund and subaccounts therein shall be used only for the purpose of the payment of Amortization Installments, principal of, or interest on the Outstanding Bonds secured thereby when the moneys allocated to the Bond Service Fund are insufficient therefor, and for no other purpose.

Permitted Investments on deposit in the Reserve Fund shall be valued at fair value pursuant to generally accepted accounting principles at least annually. In the event of the refunding of any Series of Bonds, the Issuer may withdraw from the Reserve Fund or subaccount securing such Series, all or any portion of the amounts accumulated therein with respect to the Bonds being refunded and deposit such amounts as required by the resolution authorizing the refunding of such Series of Bonds; provided that such withdrawal shall not be made unless (a) immediately thereafter, the Bonds being refunded

shall be deemed to have been paid pursuant to the provisions hereof, and (b) the amount remaining in the Reserve Fund after giving effect to the issuance of such refunding obligations and the disposition of the proceeds thereof shall not be less than the Reserve Requirement for any Bonds then Outstanding which are secured thereby.

(3) From the moneys remaining in the Revenue Fund, the Issuer shall next deposit into the Subordinated Debt Service Fund an amount required to be paid as provided in the resolution or agreement of the Issuer authorizing such Subordinated Debt, but for no other purposes.

(4) The Issuer shall next apply and deposit monthly from the moneys remaining on deposit in the Revenue Fund into the Renewal, Replacement and Improvement Fund, an amount at least equal to one-twelfth (1/12th) of five percent (5%) of the Gross Revenues received during the immediately preceding Fiscal Year until such time as the amount on deposit in such fund is equal to five percent (5%) of the Gross Revenues for the immediately preceding Fiscal Year. Such deposit may be increased or decreased upon certification by the appropriate Qualified Independent Consultant that such adjustment is in accordance with Prudent Utility Practice. The moneys in the Renewal, Replacement and Improvement Fund shall be used only for the purpose of paying the cost of extraordinary repairs, extensions, enlargements or additions to, or the replacement of capital assets of the System or emergency repairs thereto except as provided below. Funds on hand in the Renewal, Replacement and Improvement Fund may be used to pay current Cost of Operation and Maintenance to the extent necessary. The moneys on deposit in such fund may also be used to supplement the Reserve Fund, if necessary, in order to prevent a default in the payment of the principal and interest on the Bonds.

(5) The balance of any moneys remaining in the Revenue Fund after the above required payments have been made shall be deposited into the Surplus Fund and may be used for any lawful purpose of the Issuer; provided, however, that none of such moneys shall be used for any purposes other than those hereinabove specified unless all current payments, including any deficiencies for prior payments, have been made in full including any deficiencies in the Water Impact Fees Fund and Sewer Impact Fees Fund to replenish any withdraw therefrom pursuant to Section 21(A) and 22(A) hereof have been replenished to the extent required in such Sections and unless the Issuer shall have complied fully with all the covenants and provisions of this Resolution.

(C) Investments. Moneys in any fund or account created hereunder may be invested and reinvested in Permitted Investments which mature not later than the dates on which the moneys on deposit therein will be needed for the purpose of such fund. All income on such investments, except as otherwise provided, shall be deposited in the respective funds and accounts from which such investments were made and be used for the purposes thereof unless and until the maximum required amount (or, with respect to the Construction Fund, the amount required to acquire, construct and erect the Project) is on deposit therein, and thereafter shall be deposited in the Revenue Fund.

In determining the amount of any of the payments required to be made pursuant to this Section 20(C), credit may be given for all investment income accruing to the respective funds and accounts, described herein, except as otherwise provided.

(D) Operation and Maintenance. The Issuer will maintain the System and all parts thereof in good condition and will operate the same in an efficient and economical manner, making such expenditures for equipment and for renewals, repairs and replacements as may be proper for the economical operation and maintenance thereof.

(E) Rate Covenant. The Issuer will fix, establish, revise from time to time whenever necessary, maintain and collect always such fees, rates, rentals and other charges for the use of the products, services and facilities of the System which will always provide (a) Net Revenues in each Fiscal Year sufficient to pay 115% of the Bond Service Requirement on all Outstanding Bonds in the applicable Bond Year or (b) Net Revenues in each Fiscal Year sufficient to pay together with Impact Fees, in each Fiscal Year sufficient to pay at least 125% of the Bond Service Requirement on all Outstanding Bonds in the applicable Bond Year. In addition to compliance with either (a) or (b) above, Net Revenues in each Fiscal Year shall also be sufficient to pay 115% of the debt service on other obligations payable from Net Revenues and to provide the amounts required by the terms of the Resolution to be deposited into the Reserve Fund or with any issuer of a Reserve Fund Letter of Credit or Reserve Fund Insurance Policy as a result of a withdrawal from the Reserve Fund, to make required deposits to the Renewal, Replacement and Improvement Fund and to make all other payments, and all allocations and applications of Gross Revenues required by the Resolution in the applicable Bond Year.

Net Revenues shall not be reduced so as to render them insufficient to provide revenues for the purposes provided therefor by this Resolution.

(F) Books and Accounts; Audit. The Issuer shall keep proper books, records and accounts, separate and apart from all other records and accounts, showing correct and complete entries of all transactions of the System, and the Holders of any of the Bonds or any duly authorized agent or agents of such Holders shall have the right at any and all reasonable times to inspect such books, records and accounts. The Issuer shall, within two hundred ten (210) days following the close of each Fiscal Year of the Issuer, cause an audit of such books, records and accounts to be made by an independent firm of certified public accountants.

Copies of each such audit report shall be placed on file with the Issuer and be made available at reasonable times for inspection by Holders of the Bonds.

(G) Disposition of System. The System may be sold or otherwise disposed of as a whole or substantially as a whole, only if the net proceeds to be realized, together with other moneys available for such purpose, shall be sufficient to fully retire all of the Outstanding Bonds issued pursuant to this Resolution and all interest thereon to their respective dates of maturity or earlier redemption dates and to make any termination payments required under any Qualified Agreement. The proceeds from such sale or other disposition of the System shall immediately be deposited first in the Bond Service Fund and then in the Subordinated Debt Service Fund and shall be used only for the purpose of paying Parity Contract Obligations, and paying the principal of and interest on the Bonds and Subordinated Debt as the same shall become due, or the redemption of callable Bonds and Subordinated Debt, or the purchase of Bonds and Subordinated Debt at a price not greater than the redemption price of said Bonds and Subordinated Debt, or, if the Bonds or Subordinated Debt are not then redeemable prior to

maturity, at prices not greater than the redemption price of such Bonds or Subordinated Debt on the next ensuing redemption date.

The foregoing provision notwithstanding, the Issuer shall have and hereby reserves the right to sell, lease, exchange or otherwise dispose of any of the tangible property or ownership interest in tangible property comprising a part of the System in the following manner, if any one of the following conditions exist: (a) such property is not necessary for the operation of the System or (b) such property is not useful in the operation of the System or (c) such property is not profitable in the operation of the System.

Prior to any sale, lease, exchange or other disposition of said property:

(1) if the property to be disposed therefor is not in excess of one-half (1/2) of one percentum (1%) of the value of the gross plant investment in the System, the officer of the Issuer charged with the normal acquisition, construction, operation, maintenance and repair of the portion of the System for which disposition is sought, may determine that such property comprising a part of such System is either no longer necessary, useful or profitable in the operation thereof

(2) if the property to be disposed therefor is in excess of one-half (1/2) of one percentum (1%) of the value of the gross plant investment in the System, the officer of the Issuer charged with the normal acquisition, construction, operation, maintenance and repair of the portion of the System for which disposition is sought and the Utilities Director shall each first make a finding in writing determining that such property comprising a part of such System is either no longer necessary, useful or profitable in the operation thereof, and the Issuer shall, by resolution duly adopted, approve and concur in the finding of such authorized officer and the Utilities Director.

Any net proceeds realized from such disposal of a part of the System shall be deposited in the Renewal, Replacement and Improvement Fund to the extent necessary to make the amount on deposit therein equal to the amount then required to be on deposit therein; and any additional moneys not needed for said fund shall be used for any capital expenditures in connection with the System or the purchase or redemption of Outstanding Bonds.

Notwithstanding any other provision of this Section 20(G) or this Resolution to the contrary, except for the initial paragraph of this Section 20(G), the Issuer may sell, lease, exchange or otherwise dispose of tangible property or an ownership interest in tangible property comprising a part of the System provided the duly authorized officer charged with the normal acquisition, construction, operation, maintenance and repair of the portion of the System for which disposition is sought, and the Qualified Independent Consultant each make a finding in writing, adopted and confirmed by resolution of the Issuer, determining that (i) such sale, lease, exchange or other disposition will not materially impair or restrict the issuer's ability to realize Gross Revenues in compliance with the requirements therefor as set forth herein, and (ii) such sale, lease, exchange or other disposition is in the economic best interests of the Issuer.

Notwithstanding any other provision of this Section 20(G) or this Resolution to the contrary, the Issuer may transfer ownership and/or operation of all or a portion of the System to

any public body authorized by the laws of the State to own and/or operate such System on an installment sale basis provided that the Issuer (i) has received an opinion of Bond Counsel stating the federal income tax exemption of the interest on the Bonds (not including Taxable Bonds) will not be affected and has received an opinion of Bond Counsel stating that such sale is not prohibited by any applicable Florida law, and (ii) the Issuer adopts a resolution to the effect that, based upon such certificates and opinions of its independent certified public accountants, Bond Counsel, Financial Advisor or other Qualified independent Consultant as the Issuer shall deem necessary, desirable or appropriate, such transfer will not materially adversely affect the rights of the Holders of the Bonds.

(H) Insurance. The Issuer shall provide protection for the System both in accordance with the requirements of all agreements, if any, to which the Issuer may at the time be a party with respect to joint ownership of properties by the Issuer with others which is part of the System, and in accordance with Prudent Utility Practice. Said protection may consist of insurance, self-insurance and indemnities. The Issuer will keep, or cause to be kept, the works, plants and facilities comprising the properties of the System insured, and will carry such other insurance against fire and other risks, accidents or casualties at least to the extent and of the kinds that insurance is usually carried by utilities operating like properties. Any insurance shall be in the form of policies or contracts for insurance with insurers of good standing, shall be payable to the Issuer and may provide for such deductibles, exclusions, limitations, restrictions, and restrictive endorsements customary in policies for similar coverage issued to entities operating properties similar to the properties of the System. Any self insurance shall be in the amounts, manner and of the type provided by entities operating properties similar to the properties of the System. In the event of any loss or damage to the System covered by insurance, the Issuer will, with respect to each such loss, promptly repair, reconstruct or replace the parts of the System affected by such loss or damage to the extent necessary to the proper conduct of the operation of the business of the System in accordance with Prudent Utility Practice, shall cause the proceeds of such insurance to be applied for that purpose to the extent required therefor, and pending such application, shall hold the proceeds of any insurance policy covering such damage or loss in trust to be applied for that purpose to the extent required therefor. Any excess insurance proceeds received by the Issuer may be used by the Issuer for any lawful purpose. Notwithstanding the foregoing or any provisions of this Resolution to the contrary, the Issuer shall not be required to maintain insurance with respect to facilities for which insurance shall not be available at reasonable cost or for facilities which, in accordance with Prudent Utility Practice, are not customarily insured.

(I) No Free Service. So long as any Bonds are outstanding, the Issuer shall not furnish or supply the facilities, services and commodities of the System either free of charge or for a nominal charge to any person, firm or corporation, public or private, including the Issuer's departments, agencies and instrumentalities which avail themselves of the services of the System. The Issuer shall promptly enforce the payment of any and all accounts owing to the Issuer and delinquent, by discontinuing service or by filing suits, actions or proceedings, or by both discontinuance of service and filing suit.

(J) Mandatory Cut Off. The Issuer shall establish a written policy consistent with sound business judgment for the disconnection from the System of any customer who fails to pay for services rendered by the System, and shall enforce such policy diligently and fairly.

(K) Enforcement of Collections. The Issuer will diligently enforce and collect the rates, fees and other charges for the services and facilities of the System and will take all steps, actions and proceedings for the enforcement and collection of such rates, charges and fees as shall become delinquent to the full extent permitted or authorized by law; and will maintain accurate records with respect thereof. All such fees, rates, charges and revenues shall, as collected, be held in trust to be applied as herein provided.

(L) Operating Budget. The Issuer shall annually, prior to commencement of each of its Fiscal Years, prepare and adopt a budget of the estimated expenditures for the operation and maintenance of the System during such next succeeding Fiscal Year. The Issuer shall mail copies of such annual budgets (including any amendments thereto) to any Holder or Holders of Bonds who shall file his address with the Issuer and request in writing that copies of all such budgets be furnished him and shall make available such budgets of the System at all reasonable times to any Holder or Holders of Bonds or to anyone acting for and on behalf of such Holder or Holders. Bondholders shall pay reasonable actual cost of printing and mailing of such copies.

(M) Mandatory Connections; No Competing System. So long as service is in fact available as reasonably determined by the Issuer, the Issuer will, to the full extent permitted by law, require all lands, buildings and structures within the area being served by the System, to connect with and use such facilities within one year after notification. To the extent permitted by law, the Issuer will not grant a franchise for the operation of any competing utility system or systems within the area served by the System until all Bonds issued hereunder, together with the interest thereon, and premium, if any, have been paid in full. Notwithstanding the foregoing, the Issuer shall not be required to duplicate services being provided by private or public utilities in the area being served by such private or public utilities on the date of issuance of the first Series of Bonds hereunder. In addition, the Issuer shall not be prohibited from allowing other private or public utilities to provide services within the area being served by the System, if the Issuer shall not be providing such service in such area on that date. Nothing herein shall be deemed to constitute the approval of the Issuer for any private or public utility (other than the System) to provide any services within the boundaries of the Issuer or within the area being served by the System or within any other area of the Issuer.

(N) Supervisory Personnel. The Issuer, in operating the System, will employ or designate, as manager, one or more of its qualified employees, or an independent contractor, who have demonstrated ability and experience in operating similar facilities, and will require all such employees or independent contractors, as the case may be, who may have possession of money derived from the operation of the System to be covered by a fidelity bond, written by a responsible indemnity company in amounts fully adequate to protect the Issuer from loss.

(O) Payment of Taxes, Assessments and Other Claims. The Issuer shall from time to time duly pay and discharge, or cause to be paid and discharged, all taxes, assessments and other governmental charges, or payments in lieu thereof, lawfully imposed upon the properties constituting the System or the Gross Revenues when the same shall become due, as well as all lawful claims for labor and materials and supplies which, if not paid, might become a lien or charge upon such properties or any part thereof, or upon the Gross Revenues or which might in any way impair the security of the Bonds, except assessments, charges or claims which the Issuer shall in good faith contest by proper legal proceedings.

(P) Issuance of Other Obligations. The Issuer shall issue no bonds or obligations of any kind or nature payable from or enjoying a lien on the Pledged Revenues if such obligations have priority over the Bonds or any Parity Contract Obligations with respect to payment or lien, nor shall the Issuer create or cause or permit to be created any debt, lien, pledge, assignment, encumbrance or other charge having priority to or being on a parity with the lien of the Bonds and any Parity Contract Obligations upon said Pledged Revenues. Notwithstanding any other provision in this Section 20(P), the Issuer may issue Additional Parity Obligations under the conditions and in the manner provided herein. Any obligations of the Issuer, other than the Bonds and any Parity Contract Obligations, which are payable from the Pledged Revenues shall contain an express statement that such obligations are junior and subordinate in all respects to the Bonds and any Parity Contract Obligations as to lien on and source and security for payment from such Pledged Revenues.

(Q) Issuance of Additional Parity Obligations. No Additional Parity Obligations shall be issued after the issuance of the Series 2013 Bond herein authorized, except upon the conditions and in the manner hereinafter provided:

(1) There shall have been obtained and filed with the Clerk a certificate of the Chief Financial Officer stating: (a) that the books and records of the Issuer relative to the System, the Net Revenues and Impact Fees received by the Issuer have been reviewed by the Chief Financial Officer; and that (b) for any consecutive twelve (12) months out of the preceding thirty (30) months preceding the date of issuance of the proposed Additional Parity Obligations (the "Test Period") Net Revenues adjusted as provided in paragraphs (2), (3), (4), (5) and/or (6) below, is equal to and not less than 115% of the Maximum Bond Service Requirement becoming due in any Bond Year thereafter on (A) all Bonds issued under this Resolution, if any, then Outstanding, and (B) on the Additional Parity Obligations with respect to which such certificate is made or (b) Net Revenues adjusted as provided in paragraphs (2),(3), (4), (5), and/or (6) below is together with Impact Fees collected for such Bond Year are equal to at least 125% of the Maximum Bond Service Requirement of the Outstanding Bonds and the Additional Parity Obligations then proposed to be issued.

(2) Upon recommendation of the Qualified Independent Consultants, the Net Revenues certified pursuant to (b) in the previous paragraph may be adjusted for purposes of this Section 20(Q) by including: (a) 100% of the additional Net Revenues which in the opinion of the Qualified Independent Consultant would have been derived by the Issuer from rate increases adopted before the Additional Parity Obligations are issued, if such rate increases are adopted before the issuance of the Additional Parity Obligations, and (b) 100% of the additional Net Revenues estimated by the Qualified Independent Consultant to be derived during the first full twelve month period after the facilities of the System are extended, enlarged, improved or added to with the proceeds of the Additional Parity Obligations with respect to which such certificate is made.

(3) Upon recommendation of the Qualified Independent Consultants, if the Additional Parity Obligations are to be issued for the purpose of acquiring an existing water system and/or sewer system and/or any other utility system in accordance with Section 28 hereof, the Net Revenues certified pursuant to Section 20(Q)(1)(b) may be

adjusted by including; 100% of the additional estimated Net Revenues which in the written opinion of the Qualified Independent Consultants will be derived from the acquired facilities during the first full 12-month period after the issuance of such Additional Parity Obligations (the Qualified Independent Consultants' report shall be based on the actual operating revenues of the acquired utility for a recent 12-month period adjusted to reflect the Issuer's ownership and the Issuer's rate structure in effect with respect to the System at the time of the issuance of the Additional Parity Obligations).

(4) Upon recommendation of the Qualified Independent Consultants, if the number of connections as of the first day of the month in which the proposed Additional Parity Obligations are to be issued exceeds the average number of such connections during such twelve (12) consecutive month period, then the Net Revenues certified pursuant to Section 20(Q)(1)(b) may be adjusted to include the Net Revenues which would have been received in such twelve (12) consecutive months if those additional connections had also been connected to the System during all of such twelve (12) consecutive months.

(5) Upon recommendation of the Qualified independent Consultant, if the Issuer shall have entered into a contract, which contract shall be for a duration of not less than the final maturity of the proposed Additional Parity Obligations, with any public body, whereby the Issuer shall have agreed to furnish services for the collection, treatment or disposal of sewage or agreed to furnish services in connection with any water system or any other utility system, then the Net Revenues certified pursuant to Section 20(Q)(1)(b) may be increased (to the extent such amounts were not reflected in such Net Revenues) by the minimum amount which the public body shall guarantee to pay in any one year for the furnishing of services by the Issuer, after deducting from such payment the estimated Cost of Operation and Maintenance attributable in such year to such services.

(6) Upon recommendations of the Qualified Independent Consultants, if there is an estimated increase in Net Revenues to be received by the Issuer as a result of additions, extensions or improvements to the System during the period of three (3) years following the completion of such additions, extensions or improvements financed with the proceeds of Bonds or Additional Parity Obligations, then the Net Revenues derived from the System certified pursuant to Section 20(Q)(1)(b) may be increased by fifty percent (50%) of the average annual additional Net Revenues calculated for such three year period.

(7) The Issuer need not comply with the provisions of paragraph (1) of this Section 20(Q) if and to the extent the Additional Parity Obligations to be issued are refunding any Bonds then Outstanding, provided the issuance of such Additional Parity Obligations shall result in a reduction of aggregate debt service. The conditions of paragraph (1) hereof shall apply to Additional Parity Obligations issued to refund Subordinated Debt and to Additional Parity Obligations issued for refunding purposes which cannot meet the conditions of this paragraph.

(8) The Issuer need not comply, with the provisions of paragraph (1) of this Section 20(Q) if and to the extent the Bonds to be issued are for the purpose of providing any necessary additional funds required for completion of any improvements to the System ("Completion Bonds") if originally financed with the proceeds of Bonds; provided that such Completion Bonds for which the Issuer need not comply with the provision of such paragraph (1) of this Section 20(Q) may not exceed 10% of the total principal amount of Bonds estimated to be required for such improvements to the System at the time of issuance of the initial Series of Bonds to finance such improvements.

(9) The Chief Financial Officer shall have certified that the Issuer is not in default in the carrying out of any of the obligations assumed under this Resolution and no event of default shall have occurred under this Resolution and shall be continuing, and all payments required by this Resolution to be made into the funds and accounts established hereunder shall have been made to the full extent required.

(10) The Supplemental Resolution authorizing the issuance of the Additional Parity Obligations shall recite that all of the covenants contained herein will be applicable to such Additional Parity Obligations.

(11) Notwithstanding anything herein to the contrary, no Additional Parity Obligations shall be issued if an Event of Default would continue beyond such issuance.

(R) Rate Stabilization Fund. The Issuer may transfer into the Rate Stabilization Fund such moneys which are on deposit in the Surplus Fund as it deems appropriate. The Issuer may transfer such amount of moneys from the Rate Stabilization Fund to the Revenue Fund as it deems appropriate; provided, however, that on or prior to each principal and interest payment date for the Bonds (in no event earlier than the 25th day of the month next preceding such payment date), moneys in the Rate Stabilization Fund shall be applied for the payment into the Interest Account, the Parity Contract Obligation Account, the Principal Account and the Redemption Account when the moneys therein are insufficient to pay the principal of and interest on the Bonds coming due and to pay any Parity Contract Obligations.

SECTION 21. DEFAULTS; EVENTS OF DEFAULT AND REMEDIES. Except as provided below, if any or the following events occur, it is hereby defined as and declared to be and to constitute an "Event of Default:"

(A) Default in the due and punctual payment of any interest on the Bonds;

(B) Default in the due and punctual payment of the principal of and premium, if any, on any Bond, at the stated maturity thereof, or upon proceedings for redemption thereof;

(C) Default in the performance or observance of any other of the covenants, agreements or conditions on the part of the Issuer contained in this Resolution or in the Bonds and the continuance thereof for a period of thirty (30) days after written notice to the Issuer given by the Holders of not less than twenty-five percent (25%) of aggregate principal amount of Bonds then Outstanding (provided, however, that with respect to any obligation, covenant, agreement or condition which requires performance by a date certain, if the Issuer performs such

obligation, covenant, agreement or condition within thirty (30) days of written notice as provided above, the default shall be deemed to be cured);

(D) Failure by the Issuer promptly to remove any execution, garnishment or attachment of such consequence as will materially impair its ability to carry out its obligations hereunder; or

(E) Any act of bankruptcy or the rearrangement, adjustment or readjustment of the obligations of the Issuer under the provisions of any bankruptcy or moratorium laws or similar laws relating to or affecting creditors' rights.

The term "default" shall mean default by the Issuer in the performance or observance of any of the covenants, agreements or conditions on its part contained in this Resolution, any Supplemental Resolution or in the Bonds, exclusive of any period of grace required to constitute a default or an "Event of Default" as hereinabove provided.

Notwithstanding the foregoing, the occurrence of any default under a Qualified Agreement, including without limitation failure on the part of the Issuer to pay Parity Contract Obligations or to pay a termination fee under a Qualified Agreement, shall not be construed as or deemed to constitute an "Event of Default" hereunder; rather, such occurrence shall be remedied pursuant to such Qualified Agreement and applicable legal and equitable principles taking into account the parity status as to lien on Pledged Revenues which the counterparty to such Qualified Agreement enjoys as to Parity Contract Obligations only, relative to that of the Bondholders and their rights to payments hereunder.

For purposes of Section 23(A) and (B) hereof, no effect shall be given to any payments made under any Bond Insurance Policy.

Any Holder of Bonds issued under the provisions hereof or any trustee acting for the Holders of such Bonds may, either at law or in equity, by suit, action, mandamus or other proceedings in any court of competent jurisdiction, protect and enforce any and all rights, including the right to the appointment of a receiver, existing under State or federal law, or granted and contained herein, and may enforce and compel the performance of all duties required herein or by any applicable law to be performed by the Issuer or by any officer thereof.

Nothing herein, however, shall be construed to grant to any Holder of the Bonds any lien on any property of the Issuer, except the Pledged Revenues.

The foregoing notwithstanding:

(i) No remedy conferred upon or reserved to the Bondholders is intended to be exclusive of any other remedy, but each remedy shall be cumulative and shall be in addition to any other remedy given to the Bondholders hereunder.

(ii) No delay or omission to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised as often as may be deemed expedient.

(iii) No waiver of any default or Event of Default hereunder by the Bondholders shall extend to or shall affect any subsequent default or Event of Default or shall impair any rights or remedies consequent thereon.

(iv) Acceleration of the payment of principal of and interest on the Bonds shall not be a remedy hereunder in the case of an Event of Default.

Upon the occurrence of an Event of Default, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Bondholders under this Resolution, the Bondholders shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the System and the funds pending such proceedings, with such powers as the court making such appointment shall confer.

Notwithstanding any provision of this Resolution to the contrary, for all purposes of this Section 23, except the giving of notice of any Event of Default to the Holder of the Bonds, any Insurer shall be deemed to be the Holder of the Bonds it has insured.

On the occurrence of an Event of Default, to the extent such rights may then lawfully be waived, neither the Issuer nor anyone claiming through or under it, shall set up, claim or seek to take advantage of any stay, extension or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement of this Resolution, and the Issuer, for itself and all who may claim through or under it, hereby waives, to the extent it may lawfully do so, the benefit of all such laws and all right of redemption to which it may be entitled.

Within 30 days of knowledge thereof, both the Issuer and the Paying Agent shall provide notice to any and all Insurers of Bonds of the occurrence of any Event of Default.

The respective Insurers of Bonds shall be included as a party in interest and as a party entitled to (i) notify the Issuer or any applicable receiver of the occurrence of an Event of Default, and (ii) request the receiver to intervene in judicial proceedings that affect the Bonds or the security therefor. The receiver is required to accept notice of default from each Insurer of Bonds.

Anything in this Resolution to the contrary notwithstanding, upon the occurrence and continuance of an Event of Default, the Insurers of Bonds in default shall be entitled to control and direct the enforcement of all rights and remedies granted to the Bondholders under this Resolution, and the Insurers of Bonds in default shall also be entitled to approve all waivers of events of default.

SECTION 22. AMENDING AND SUPPLEMENTING OF RESOLUTION WITHOUT CONSENT OF HOLDERS OF BONDS. The Issuer, from time to time and at any time and without the consent or concurrence of any Holder of any Bonds, may adopt a Supplemental Resolution amendatory hereof or supplemental hereto if the provisions of such Supplemental Resolution shall not materially adversely affect the rights of the Holders of the Bonds then Outstanding, for any one or more of the following purposes:

(A) To make any changes or corrections in this Resolution as to which the Issuer shall have been advised by Bond Counsel that are required for the purpose of curing or correcting any

ambiguity or defective or inconsistent provisions or omission or mistake or manifest error contained in this Resolution, or to insert in this Resolution such provisions clarifying matters or questions arising under this Resolution as are necessary or desirable;

(B) To add additional covenants and agreements of the Issuer for the purpose of further securing the payments of the Bonds and any Parity Contract Obligations;

(C) To surrender any right, power or privilege reserved to or conferred upon the Issuer by the terms of this Resolution;

(D) To confirm, as further assurance, any lien, pledge or charge or the subjection to any lien, pledge or charge, created or to be created by the provisions of this Resolution;

(E) To grant to or confer upon the Holders or any Qualified Agreement Provider any additional right, remedies, powers, authority or security that lawfully may be granted to or conferred upon them;

(F) To assure compliance with federal "arbitrage" provisions in effect from time to time;

(G) To provide such changes as may be necessary in order to adjust the terms hereof (but not including the provisions of Section 20(E) and Section 20(Q) hereof) so as to facilitate the issuance of Variable Rate Bonds, Option Bonds, the execution of any Qualified Agreement, or to obtain a Credit Facility;

(H) To provide for the combination of the System with any other utility provided the conditions set forth in Section 28 hereof are satisfied;

(I) To provide for the transfer of the ownership and/or operation of the System pursuant to a governmental reorganization as set forth in Section 27 hereof; or

(J) To modify any of the provisions of this Resolution in any other aspects provided that such modifications shall not be effective until after the Bonds Outstanding at the time such Supplemental Resolution is adopted shall cease to be Outstanding, or until the holders thereof consent thereto pursuant to Section 25 hereof, and any Bonds issued subsequent to any such modification shall contain a specific reference to the modifications contained in such Supplemental Resolution.

(K) To amend Section 32 hereof to make covenants relating to Direct Subsidy Bonds, if appropriate.

Except for Supplemental Resolutions providing for the issuance of Bonds pursuant hereto, the Issuer shall not adopt any Supplemental Resolution authorized by the foregoing provisions of this Section unless, in the opinion of Bond Counsel, the adoption of such Supplemental Resolution is permitted by the foregoing provisions of this Section.

Notwithstanding anything else in this Resolution to the contrary, any amendment or supplement to this Resolution, with the exception of Supplemental Resolutions relating to the

issuance of Additional Parity Obligations, shall be subject to the prior written consent of each of the Insurers of the Bonds. Each of the Insurers of the Bonds shall be provided with a full transcript of all proceedings relating to the execution of any such amendment or supplement.

SECTION 23. AMENDMENT OF RESOLUTION WITH CONSENT OF HOLDERS OF BONDS. Except as provided in Section 24 hereof, no material modification or amendment of this Resolution or of any resolution supplemental hereto shall be made without the consent in writing of the Holders of fifty-one percent (51%) or more in the principal amount of the Bonds of each Series so affected and then Outstanding and any Qualified Agreement Provider. For purposes of this Section, to the extent any Bonds are insured by a Bond Insurance Policy or are secured by a Credit Facility and such Bonds are then rated in as high a rating category as the rating category in which such Bonds were rated at the time of initial issuance and delivery thereof by either S&P, Moody's or Fitch or successors and assigns, then the consent of the Insurer or Insurers or such Bond Insurance Policy or the issuer or issuers of such letter of credit shall be deemed to constitute the consent of the Holder of such Bonds. No modification or amendment shall permit a change in the maturity of such Bonds or a reduction in the rate of interest thereon or in the amount of the principal obligation thereof or reduce the percentage of the Holders of the Bonds required to consent to any material modification or amendment hereof without the consent of the Holder or Holders of all such obligations. For purposes of the immediately preceding sentence, the issuer or issuers of a Bond Insurance Policy or a Credit Facility shall not consent on behalf of the Holders of the Bonds. No amendment or supplement pursuant to this Section 25 shall be made without the consent of each of the Insurers of Bonds.

Notwithstanding anything else in this Resolution to the contrary, any amendment or supplement to this Resolution, with the exception of Supplemental Resolutions relating to the issuance of Additional Parity Obligations, shall be subject to the prior written consent of each of the Insurers of the Bonds. Each of the Insurers of the Bonds shall be provided with a full transcript of all proceedings relating to the execution of any such amendment or supplement.

SECTION 24. DEFEASANCE. The covenants and obligations of the Issuer shall be defeased and discharged under terms of this Resolution as follows:

(A) If the Issuer shall pay or cause to be paid, or there shall otherwise be paid, to any Qualified Agreement Provider any and all Parity Contract Obligations and to the Holders of any Outstanding Bonds the principal, redemption premium, if any, and interest due or to become due thereon, at the times and in the manner stipulated herein, such Parity Contract Obligations and such Bonds shall cease to be entitled to any lien, benefit or security under this Resolution, and all covenants, agreements and obligations of the Issuer to any Qualified Agreement Provider and the Holders of such Bonds shall thereupon cease, terminate and become void and be discharged and satisfied.

(B) The Bonds, redemption premium, if any, and interest due or to become due for the payment or redemption of which moneys shall have been set aside and shall be held in trust (through deposit by the Issuer of funds for such payment or redemption or otherwise) at the maturity or redemption date thereof shall be deemed to have been paid within the meaning and with the effect expressed in paragraph (A) of this Section 26. Subject to the provisions of paragraph (C) and (D) of this Section 26, any Outstanding Bonds shall, prior to the maturity or

redemption date thereof, be deemed to have been paid within the meaning and with the effect expressed in paragraph (A) of this Section if (i) in case any of said Bonds are to be redeemed on any date prior to their maturity, the Issuer shall have given to the escrow agent instructions accepted in writing by the escrow agent to notify Holders of Outstanding Bonds in the manner required herein of the redemption of such Bonds on said date, and (ii) there shall have been deposited with the escrow agent either moneys in an amount which shall be sufficient, or Acquired Obligations (including any Acquired Obligations issued or held in book-entry form on the books of the Department of the Treasury of the United States) the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with the escrow agent at the same time, shall be sufficient, to pay when due the principal of and premium, if any, and interest due and to become due on said Bonds on or prior to the redemption date or maturity date thereof, as the case may be. In the event of a defeasance pursuant to clause (ii) above, the Issuer shall cause to be delivered a verification report of an independent nationally recognized certified public accountant. If a forward supply contract is employed in connection with the refunding, (i) such verification report shall expressly state that the adequacy of the escrow to accomplish the refunding project relies solely on the initial escrowed investments and the maturing principal thereof and interest income thereon and does not assume performance under or compliance with the forward supply contract, and (ii) the applicable escrow agreement shall provide that in the event of any discrepancy or difference between the terms of the forward supply contract and the escrow agreement and this Resolution, the terms of the escrow agreement and this Resolution shall be controlling.

(C) For purposes of determining whether Variable Rate Bonds shall be deemed to have been paid prior to the maturity or redemption date thereof, as the case may be, by the deposit of moneys, or Acquired Obligations and moneys, if any, in accordance with paragraph (B) of this Section 26, the interest to come due on such Variable Rate Bonds on or prior to the maturity date or redemption date thereof, as the case may be, shall be calculated assuming that interest thereon will accrue at the maximum rate of interest such Variable Rate Bonds may bear pursuant to the Supplemental Resolution authorizing the issuance thereof, or the maximum rate permitted by law if such Supplemental Resolution provides no maximum rate of interest.

(D) Option Bonds shall be deemed to have been paid in accordance with the second sentence of paragraph (B) of this Section 26 only if, in addition to satisfying the requirements of clauses (i) and (ii) of such sentence, there shall have been deposited with the escrow agent moneys in an amount which shall be sufficient to pay when due the maximum amount of principal of and redemption premium, if any, and interest on such Bonds which could become payable to the Holders of such Bonds upon the exercise of any options provided to the Holders of such Bonds; provided, however, that if, at the time a deposit is made with the escrow agent pursuant to paragraph (B) of this Section 26, the options originally exercisable by the Holder of an Option Bond are no longer exercisable, such Bond shall not be considered an Option Bond for purposes of this paragraph (D). If any portion of the moneys deposited with the escrow agent for the payment of the principal of and redemption premium, if any, and interest on Option Bonds is not required for such purpose, the escrow agent shall, if requested by the Issuer, pay the amount of such excess to the Issuer free and clear of any trust, lien, security interest, pledge or assignment securing said Bonds or otherwise existing under the Resolution.

SECTION 25. GOVERNMENTAL REORGANIZATION. Notwithstanding any other provisions of this Resolution, this Resolution shall not prevent any lawful reorganization of the governmental structure of the Issuer, including a merger or consolidation of the Issuer with another public body or the transfer of a public function of the Issuer to another public body, provided that any reorganization which affects the System shall provide that the System shall be continued as a single enterprise and that any public body which succeeds to the ownership and operation of the System shall also assume all rights, powers, obligations, duties and liabilities of the Issuer under this Resolution and pertaining to all Bonds and any Qualified Agreement.

SECTION 26. ADDITIONAL UTILITY FUNCTIONS. The Issuer may expand the utility functions of the System as they exist on the date hereof as permitted in the definition of "System" contained herein, provided that the Issuer has received the prior written consent of any Insurer (provided the Insurer is not in default of its obligations under its Credit Facility), and adopted resolutions of the Issuer to the effect that, based upon such certificates and opinions of its independent certified public accountants, Bond Counsel, Financial Advisor or other Qualified Independent Consultants as the Issuer shall deem necessary, desirable or appropriate, the addition of such utility functions (a) will not impair the ability of the Issuer to comply with the provisions of this Resolution, and (b) will not materially adversely affect the rights of the Holders of the Bonds.

SECTION 27. QUALIFIED AGREEMENTS. Any payments received by the Issuer from a Qualified Agreement Provider shall constitute Net Revenues hereunder. Any payments to a Qualified Agreement Provider under a Qualified Agreement so designated by the Issuer, can constitute Parity Contract Obligations or Subordinated Debt. Notwithstanding the foregoing termination payments, indemnification payment, or other fees to be paid by the Issuer to a Qualified Agreement Provider under a Qualified Agreement and which do not constitute regularly scheduled payments determined by reference to interest on a notional amount may only constitute Subordinated Debt, and may not constitute Parity Contract Obligations.

The Issuer may enter into one or more Qualified Agreements with respect to one or more Series of Bonds (or portions thereof); provided, however, that if such Qualified Agreement is not entered into at the time of initial issuance of the Series of Bonds to which it relates, the requirements of Section 20(Q)(I) hereof must be met, applying the same as if \$1.00 in principal amount of Additional Parity Bonds is being issued as of the effective date of such Qualified Agreement.

SECTION 28. PAYMENTS TO CREDIT FACILITY. In connection with any Bonds, the Issuer may obtain or cause to be obtained one or more Credit Facilities and agree with any Credit Facility Issuer to reimburse such issuer directly for amounts paid under the terms of such Credit Facility, together with interest thereof; provided, however, that no obligation to reimburse a Credit Facility Issuer shall be created, for purposes of this Resolution, until amounts are paid under such Credit Facility. Such payments are referred to herein as "Reimbursement Obligations." Any Reimbursement Obligation may be secured by a pledge of and a lien on the Pledged Revenues on a subordinate basis to the lien created herein in favor of the Holders of the Bonds and any Qualified Agreement Provider. Any such Reimbursement Obligation shall be deemed to be a part of the Series to which the Credit Facility which gave rise to such

Reimbursement Obligation relates. Payments to reimburse the issuer of a Credit Facility shall constitute Subordinated Debt.

SECTION 29. CAPITAL APPRECIATION BONDS. For the purposes of (i) receiving payment of the redemption price of a Capital Appreciation Bond if redeemed prior to maturity, (ii) computing Bond Service Requirement, and (iii) computing the amount of Holders required for any notice, consent, request or demand hereunder for any purpose whatsoever, the principal amount of a Capital Appreciation Bond shall be deemed to be its Accreted Value.

#### SECTION 30. TAX COVENANTS.

(A) The Issuer covenants with the Holders of each Series of Bonds (other than Taxable Bonds) that it shall not use the proceeds of such Series of Bonds in any manner which would cause the interest on such Series of Bonds to be or become includable in the gross income of the Holder thereof for federal income tax purposes.

(B) The Issuer covenants with the Holders of each Series of Bonds (other than Taxable Bonds) that neither the Issuer nor any Person under its control or direction will make any use of the proceeds of such Series of Bonds (or amounts deemed to be proceeds under the Code) in any manner which would cause such Series of Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and neither the Issuer nor any other Person shall do any act or fail to do any act which would cause the interest on such Series of Bonds not issued as Taxable Bonds to become includable in the gross income of the Holder thereof for federal income tax purposes.

(C) The Issuer hereby covenants with the Holders of each Series of Bonds (other than Taxable Bonds) that it will comply with all provisions of the Code necessary to maintain the exclusion of interest on the Bonds from the gross income of the Holder thereof for federal income tax purposes, including, in particular, the payment of any amount required to be rebated to the U.S. Treasury pursuant to the Code and that the Issuer will remain qualified to receive Direct Pay Subsidies with respect to Direct Subsidy Bonds

(D) The Issuer, may, if it so elects, issue one or more Series of Taxable Bonds the interest on which is (or may be) includable in the gross income of the Holder thereof for federal income tax purposes, so long as each Bond of such Series states in the body thereof that interest payable thereon is (or may be) subject to federal income taxation and provided that the issuance thereof will not cause the interest on any other Bonds theretofore issued hereunder to be or become includable in the gross income of the Holder thereof for federal income tax purposes. The covenants set forth in paragraphs (A), (B) and (C) above shall not apply to any Taxable Bonds.

(E) The Issuer in connection with the issuance of any Series of Bonds (other than Taxable Bonds) may create and establish a fund to be known as the "City of Wildwood Utility System Revenue Bonds Rebate Fund" (the "Rebate Fund"), and a separate account therein for each Series of Bonds other than Taxable Bonds. The Issuer shall deposit into the appropriate account in the Rebate Fund, from investment earnings on moneys deposited in the other funds and accounts created hereunder, or from any other legally available funds of the Issuer, the

amount required by the Code to be deposited therein. The Issuer shall use such moneys deposited in the appropriate account in the Rebate Fund only for the payment of the amounts required by the Code to be rebated to the United States Treasury (the "Rebate Amount"). In complying with the foregoing, the Issuer may rely upon any instructions or opinions from Bond Counsel.

If any amount shall remain in the Rebate Fund after payment in full of all Bonds issued hereunder that are not Taxable Bonds and after payment in full of the Rebate Amount to the United States in accordance with the terms hereof, such amounts shall be available to the Issuer for any lawful purpose.

The Rebate Fund shall be held separate and apart from all other funds and accounts of the Issuer, shall not be impressed with a lien in favor of the Bondholders and the moneys therein shall be available for use only as herein provided.

SECTION 31. ADDITIONAL RIGHTS TO INSURERS. All notices required to be given to any party hereunder shall also be given to the Insurer. Pursuant to one or more Supplemental Resolutions, the Issuer may provide additional rights, covenants, agreements and restrictions relating to any Insurer and any Bond Insurance Policy.

SECTION 32. SEVERABILITY. If any one or more of the covenants, agreements or provisions of this Resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid or shall in any manner be held to adversely affect the validity of the Bonds, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Resolution or of the Bonds issued hereunder.

SECTION 33. SALE OF BONDS. The Bonds may be issued and sold at public or private sale at one time or in installments from time to time and at such price or prices as shall be consistent with the provisions of the requirements of this Resolution and other applicable provisions of law.

SECTION 34. GENERAL AUTHORITY. The members of the City Commission of the Issuer and the Issuer's officers, attorneys and other agents and employees are hereby authorized to perform all acts and things required of them by this Resolution or desirable or consistent with the requirements hereof for the full, punctual and complete performance of all of the terms, covenants and agreements contained in the Bonds and this Resolution, and they are hereby authorized to execute and deliver all documents which shall be required by Bond Counsel to effectuate the sale of the Bonds to said initial purchasers.

SECTION 35. NO THIRD PARTY BENEFICIARIES. Except such other Persons as may be expressly described herein, in the Bonds, or in a Qualified Agreement, nothing in this Resolution, or in the Bonds, expressed or implied, is intended or shall be construed to confer upon any Person, other than the Issuer and the Holders, any right, remedy or claim, legal or equitable, under and by reason of this Resolution or any provision hereof, or of the Bonds or any Qualified Agreement, all provisions hereof and thereof being intended to be and being for the

sole and exclusive benefit of the Issuer and the Persons who shall from time to time be the Holders and any Qualified Agreement Provider.

SECTION 36. NO PERSONAL LIABILITY. Neither the members of the City Commission of the Issuer, any person executing the Bonds, any other charter employees, nor employees of the Issuer shall be personally liable therefor or be subject to any personal liability or accountability by reason of the issuance thereof.

SECTION 37. NO ADDITIONAL DEBT PURSUANT TO CITY RESOLUTION NO. 723. Upon the issuance of the Series 2013 Bond the City shall not issue any bonds in other debt pursuant to the authorization granted in City Resolution No. 723 as amended and supplemented.

SECTION 38. REPEALER. All other resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 39. EFFECTIVE DATE. This resolution shall take effect immediately upon its adoption.

CITY OF WILDWOOD, FLORIDA

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Adopted: \_\_\_\_\_, 2013

EXHIBIT A

2013 Project

Water and Sewer Improvements Included in the City's 5 Year Capital Improvement Plan.

EXHIBIT B  
TERM SHEET

RESOLUTION R 2013-30

A RESOLUTION OF THE CITY OF WILDWOOD, FLORIDA, SUPPLEMENTING A RESOLUTION ADOPTED ON EVEN DATE HEREWITH TO FIX CERTAIN DETAILS IN CONNECTION WITH THE ISSUANCE OF ITS NOT TO EXCEED \$4,100,000; UTILITY SYSTEM REFUNDING REVENUE BOND, SERIES 2013; AWARDING THE SALE OF SUCH BOND TO HANCOCK BANK MAKING SUCH DETERMINATIONS AS ARE REQUIRED TO AFFORD SUCH BOND "BANK QUALIFIED" STATUS; AUTHORIZING OTHER REQUIRED ACTIONS; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. Authority for this Resolution and Definitions. This resolution is adopted pursuant to the provisions of the Act.

Capitalized terms not defined herein have the meaning ascribed to them in City of Wildwood Resolution R2013-29 adopted on the date hereof (the "Master Resolution").

SECTION 2: Findings.

(A) Following a competitive selection process with a request for proposal, the Issuer has received the best offer from Hancock Bank (the Original Purchaser) to purchase the Series 2013 Bond.

(B) The Issuer has determined it to be in its best interests and to serve a paramount public purpose to provide in this resolution for the issuance of the Series 2013 Bond for the purposes heretofore described, and this resolution shall constitute a Supplemental Resolution for purposes of the Master Resolution.

(C) In consideration of the purchase and acceptance of the Series 2013 Bond authorized to be issued hereunder by those who shall be the Holder thereof from time to time, this Resolution shall constitute a contract between the Issuer and the Owner.

SECTION 3: Description of Series 2013 Bond. The Series 2013 Bond shall be issued with the term and provisions set forth in Exhibit B to the Master Resolution.

The Issuer hereby appoints the City Clerk to serve as Paying Agent and Registrar for the Series 2013 Bond.

SECTION 4: Financial Information. Not later than 210 days after the close of each Fiscal Year, the Issuer shall provide the Original Purchaser (at no cost to the Original Purchaser) with its Comprehensive Annual Financial Report including annual financial statements for such Fiscal Year of the Issuer, prepared in accordance with applicable law and generally accepted accounting principles and audited by an independent certified public accountant.

The Issuer shall annually provide to the Original Purchaser a copy of its budget within 30 days of its adoption, and such other financial information as may be reasonably requested by such Original Purchaser.

SECTION 5. Bank Qualified. The Issuer hereby designates the Series 2013 Bond as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code. The Issuer and any subordinate entities of the Issuer and any issuer of "tax-exempt" debt that issues "on behalf of" the Issuer do not reasonably expect during the calendar year 2013 to issue more than \$10,000,000 of "tax-exempt" obligations exclusive of any private activity bonds as defined in Section 141(a) of the Code (other than qualified 501(c)(3) bonds as defined in Section 145 of the Code) and exclusive of bonds issued to currently refund any existing tax-exempt obligations.

SECTION 6. Prior Resolutions. All prior resolutions of the Issuer inconsistent with the provisions of the Master Resolution are hereby amended and supplemented to conform with the provisions herein contained and, except as may be otherwise amended and supplemented hereby, the Master Resolution shall remain in full force and effect.

SECTION 7. General Authority. The Mayor, the City Manager, the City Clerk/Chief Financial Officer, the City Attorney and any other proper officials of the Issuer are hereby authorized to do all acts and things required of them by this resolution, the Master Resolution, the Series 2013 Bond, or any other agreement or contract relating to the Series 2013 Bond, or that may otherwise be desirable or consistent with accomplishing the full, punctual and complete performance of all the terms, covenants and agreements contained in any of the foregoing and each member, employee, attorney and officer of the Issuer is hereby authorized and directed to execute and deliver any and all papers and instruments, including without limitation tax returns, non-arbitrage certificates, and various other certificates, and to cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated thereby.

SECTION 8. Severability and Invalid Provisions. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, but not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of the other provisions hereof or of the Note.

The foregoing notwithstanding, nothing herein contained shall be construed and the Original Purchaser shall not have the right to compel the exercise of the taxing power of the Issuer in any form for the payment by the Issuer of its obligations, if any, hereunder.

The provisions of this Section shall survive the termination of the Master Resolution and this Resolution.

SECTION 9. Master Resolution to Continue in Force. The Master Resolution and all the terms and provisions thereof are and shall remain in full force and effect and shall be applicable with respect to the Note to the same effect as though restated herein. In regards to the Series 2013 Bond only, to the extent of any inconsistency between the provisions of the Master Resolution and the Series 2013 Bond, the Series 2013 Bond shall control.

SECTION 10. Effective Date. This Resolution shall take effect immediately upon its adoption.

Passed and adopted by the City Commission of the City of Wildwood, Florida this 14<sup>th</sup> day of October, 2013.

CITY OF WILDWOOD, FLORIDA

By: \_\_\_\_\_  
Title: Mayor

Attest:

By: \_\_\_\_\_  
Title: City Clerk

# CITY COMMISSION OF THE CITY OF WILDWOOD

## EXECUTIVE SUMMARY

**SUBJECT:** Lakeside Landings Planned Development Amendment, RZ 1212-01

Approval of Ordinance O2013-37.

**REQUESTED ACTION:**

<input type="checkbox"/> Work Session (Report Only)	<b>DATE OF MEETING:</b>	<u>10/14/13 First Reading</u>
<input checked="" type="checkbox"/> Regular Meeting	<input type="checkbox"/> Special Meeting	<u>10/28/13 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 seeks approval for a "Planned Development" (PD) approval on 169.83 acres of property zoned "R:2: Low Medium Density Residential" and "PUD: Planned Unit Development."

The Project is an approved Planned Development that is entitled to build 749 residential dwelling units and 20,000 SF of commercial retail. The Planned Development approval was granted by Ordinance O2011-07. The applicant is revising the boundary of the Planned Development to include additional property that was designated as "Future Development" on the conceptual development plan that was incorporated into Ordinance O2011-07.

No additional entitlements will be granted.

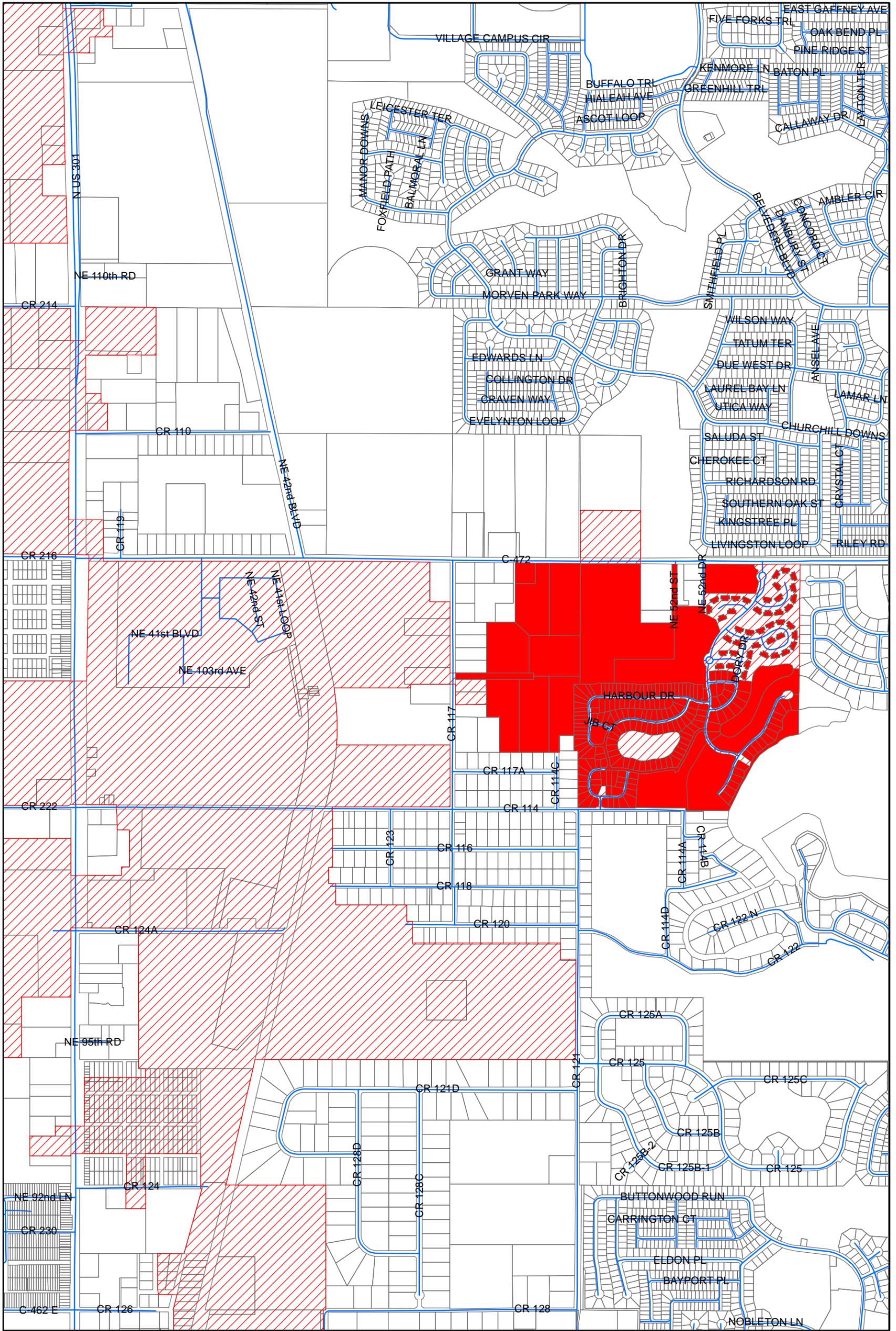
Pursuant to Section 8.6 of the Land Development Regulations, Ordinance O2013-37 adopts the Lakeside Landings Planned Development Agreement. The Project's legal description and conceptual development plan have been incorporated into the Ordinance as exhibits. The PD Agreement outlines specific criteria and standards for the Project.

At the October 1, 2013 Planning and Zoning Board Hearing, the Special Magistrate recommended approval of the Ordinance.

**Staff recommends approval of Ordinance #02013-37.**



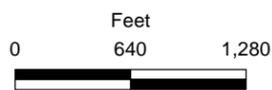
Jason McHugh  
Development Services Coordinator



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

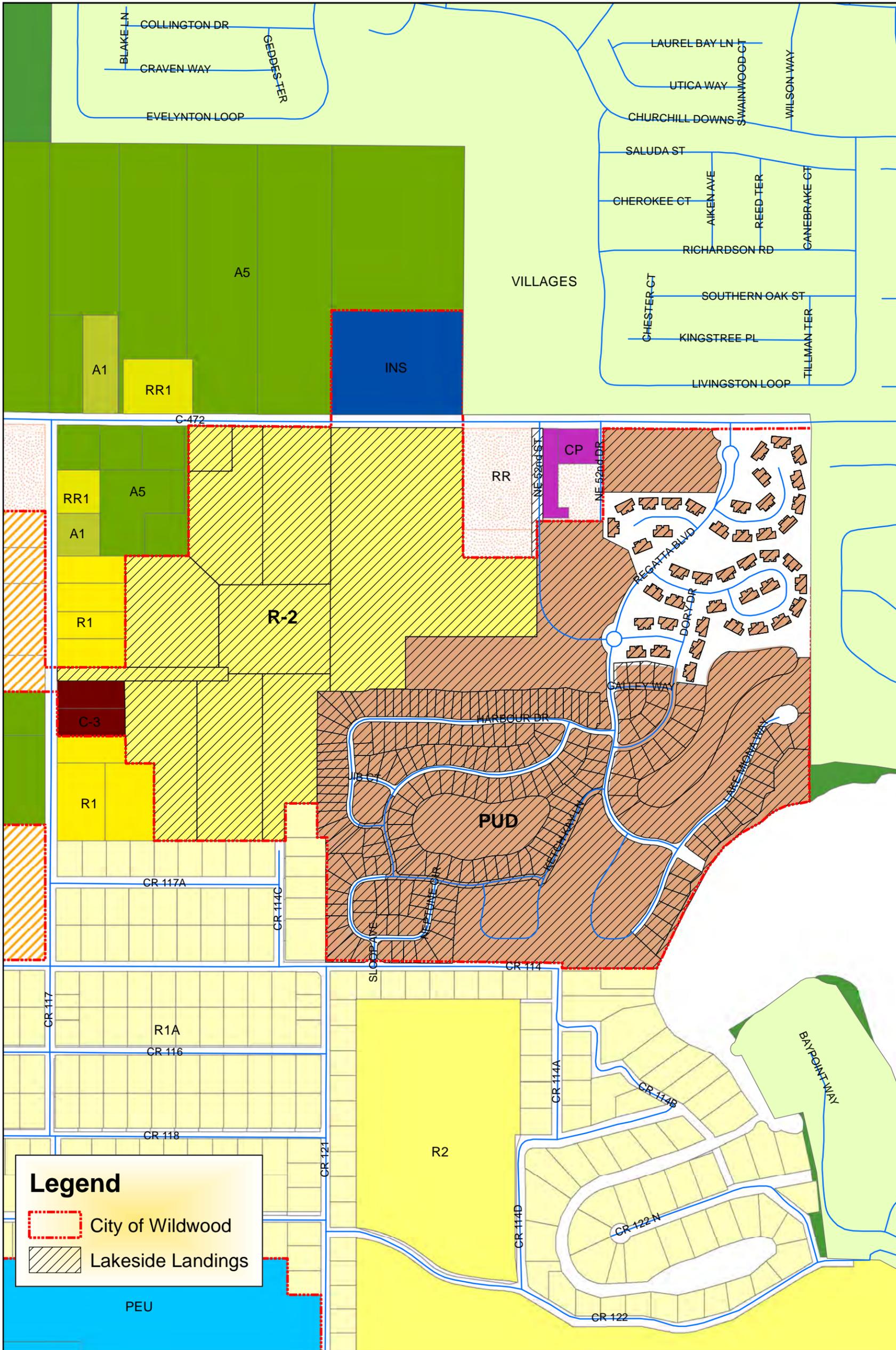


**LAKESIDE LANDINGS  
 RZ 1212-01**

**WILDWOOD, FLORIDA**

SEPTEMBER 2013

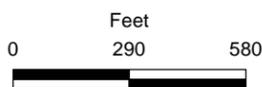
LOCATION MAP



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

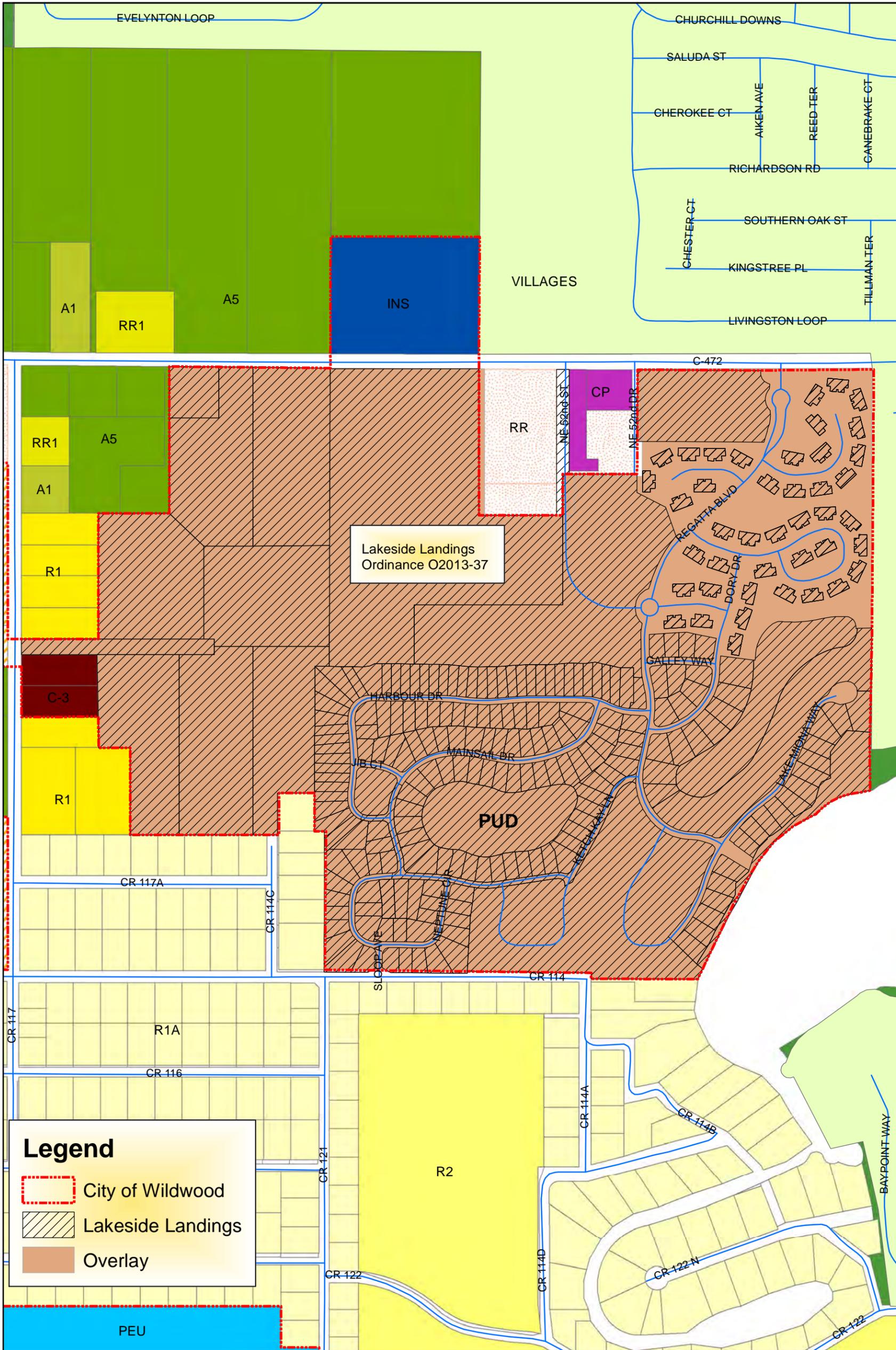


**LAKESIDE LANDINGS  
RZ 1212-01**

**WILDWOOD, FLORIDA**

SEPTEMBER 2013

EXISTING ZONING



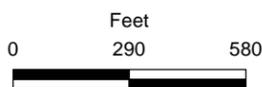
**Legend**

- City of Wildwood
- Lakeside Landings
- Overlay

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



**LAKESIDE LANDINGS  
RZ 1212-01**

**WILDWOOD, FLORIDA**

SEPTEMBER 2013

**PROPOSED OVERLAY  
ZONING**

## ORDINANCE NO. O2013-37

AN ORDINANCE OF THE CITY OF WILDWOOD GRANTING A REQUEST FOR A PLANNED DEVELOPMENT AMENDMENT PURSUANT TO SECTION 8.6 OF THE LAND DEVELOPMENT REGULATIONS. FOR CERTAIN PROPERTY WITHIN THE CITY OF WILDWOOD, FLORIDA; OWNED BY POWER CORPORATION; 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 Power Corporation, (hereinafter referred as the, "Developer") for a Mixed Use Planned Development was heard by and before the City Commission, Wildwood, Florida on this \_\_\_\_\_ day of \_\_\_\_\_ 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 October 1 2013 and otherwise being fully advised, the City Commission does hereby find and determine as follows:

### SECTION 1: GENERAL FINDINGS

- A. That the Lakeside Landings Planned Development Application (hereinafter referred to as the "Project") was duly and properly filed by the Developer herein on December 17, 2012.
- 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 Project was reviewed by the Project Review Committee and found to meet or exceed the minimum standards of the City's Comprehensive Plan, Land Development Regulations, Code of Ordinances, and all other applicable ordinances and regulations.
- D. That the Developer continues to develop a Project consisting of 169.93 acres, more or less, which is situated in Wildwood, Florida. This land is legally described in "Exhibit A" attached hereto.
- E. That the Developer has complied with the conceptual development plan provision as required by Section 8.4 of the Land Development Regulations.
- F. That the City has complied with the due notice requirements of subsection 3.3(B)(3) of the Land Development Regulations.

## **SECTION 2: FINDINGS REGARDING PLANNED DEVELOPMENT OVERLAY**

- A. That the Project is an existing Planned Unit Development subdivision with developed lots and constructed homes on the property.
- B. That the Applicant has applied for a Mixed Use Planned Development (MUPD) of the lands described in “Exhibit A”.
- C. That the zoning districts of the subject land described in “Exhibit A” are classified as PUD (Ordinance O2009-17) and (R-2: Low Medium Density Residential) on the City of Wildwood Zoning Map.
- D. That this Ordinance does not increase the amount of permitted development within the Project that was already granted by the City Commission through the adoption of Ordinance O2009-17 on September 15, 2009.
- E. 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.
- F. 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.
- G. 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 Planned Development substantially in accordance with this Ordinance. This 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 dated September 18th, 2013 (revision date) is incorporated into this Ordinance as “Exhibit B” attached hereto. The Conceptual Development Plan is substantially consistent with City of Wildwood Comprehensive Plan.

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 consists of the following:
- 1) Residential Development. The residential component of the Project contains a mix of single family detached and single family attached dwelling units. The Project shall contain no more than 749 dwelling units.
  - 2) Commercial Development. The commercial component of the Project shall contain no more than 20,000 square feet of gross leasable area.
- 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. Principal Uses. All residential unit types are permissible within the Project. For the commercial component of the Project, the principal uses listed in Chapter 3, Table 3-6 of the Land Development Regulations for the “C-2” zoning district shall be permitted within the commercial parcel of the Project.
- F. Design District Standards. The commercial component of the Project shall adhere to the Neighborhood Design District Standards pursuant to Section 6.12 of the Land Development Regulations. Residential design standards shall not be applicable because the majority of the development was approved prior to the City adopting the standards. The design of the

residential areas shall be substantially consistent with the portions of the Project that have already been constructed.

G. Setbacks. The Project shall maintain the following minimum setbacks:

- 1) Single Family Detached Dwellings:
  - 25' front setback
  - 10' separation between structures
  - 7.5' side setback on corner lots
- 2) Single Family Attached Dwellings:
  - 25' front setback
  - 20' separation between structures
- 3) Commercial parcel:
  - 35' front setback (from CR 472)
  - 25' side and rear

H. Recreation and Open Space.

- 1) Parks and Recreation. The Project contains a 6.3 acre recreation area which contains a clubhouse, swimming pools, tennis courts and other amenities and serves as the main recreational area for the residents. At least one additional recreation area is required within the Project. The additional recreation area shall be at least a half-acre in size and contain active amenities which may include a basketball court, exercise station, playground, or other similar use.
- 2) Buffers. The Project shall contain a 25' landscape buffer along CR 472 and a 20' landscape buffer along the western boundary of the Project. The landscape buffer along the western boundary may be substituted with a 6 foot high decorative wall.
- 3) Open Space.

The Project shall contain a minimum of 25% open space. The open space network shall be interconnected wherever possible to create a continuous network within and adjoining the site. Open space, as previously agreed upon in Ordinance O2009-17, may include greenspace, buffers, recreation areas, stormwater retention areas, and landscaped areas. For purposes of meeting the open space requirement, up to 50% of the stormwater retention areas may be included, but shall not exceed 50% of the total open space for the Project. For single family detached lots, 40% of the pervious surface may be used towards the open space requirement. Open space shall not include bodies of water, right-of-ways, driveways, off-street parking and loading areas or other impervious surface areas which do not meet the definition of open space.

I. Floodplains. The Special Flood Hazard Area shall be identified on all subdivision plans and plats. For lots within the Special Flood Hazard Area the Developer shall either:

- 1) Obtain a Letter of Map Revision (LOMR-F) from FEMA for lots filled or regraded to be above the base flood elevation, or
- 2) Identify the base flood elevation for each buildable lot within the Special Flood Hazard Area. A notice shall be placed on the deed stating that "This property is located within a Special Flood Hazard Area."

J. Public Facilities.

- 1) Potable Water, Wastewater, and Reuse Water. The Project is currently served by the City's potable water and wastewater services. Any additional connections to the systems will be deducted from capacities reserved through the Lakeside Landings Developer's Agreement. Should capacities outside the original reservation be necessary, the developer shall reserve capacities as needed at current rates.
- 2) Solid Waste. Solid waste 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. Future stormwater management areas may be constructed similarly to those stormwater management areas that currently exist within the Project. The maintenance of the stormwater system shall be the responsibility of the Developer or the Project's Homeowner's Association.
- 4) Underground Utilities. All on site utilities shall be underground. Developer is responsible for running utilities underground for the Project.
- 5) Lighting. Decorative street lighting shall be provided throughout the Project. Exterior lighting of the commercial area shall be designed so that residential areas are not adversely impacted. Exterior light fixtures should be fully shielded or designed with light-angle cut-offs so as to eliminate spill light, trespass light, and glare.

K. Access and Transportation.

- 1) Residential Access. Permanent and emergency access points are shown on the Project's Conceptual Development Plan in "Exhibit B." Regatta Boulevard is a gated road that serves as the Project's main access to CR 472. A secondary access point for the residents is required at CR 114. All access points may be gated.
- 2) Commercial Parcel Access. The applicant may seek a driveway permit from Sumter County for access of the commercial parcel to CR 472. Access to the commercial parcel shall be provided from

Regatta Boulevard so that residents of the Project need not turn onto CR 472 to for access.

- 3) Sidewalks. At a minimum, sidewalks shall be constructed along one side of each roadway within the Project as previously constructed.
- 4) Right-of-Way Donation. The Developer has donated 25 feet along CR 114 for right-of-way as shown on the record plat of the existing subdivision. No other right-of-way dedication is required.
- 5) Maintenance. Maintenance of all transportation infrastructure shall be the responsibility of the Developer or the Project's Homeowner's Association.
- 6) Ingress and Egress Easement for Parcel D20=077. As shown on the Conceptual Development Plan, there is an existing 50' x 50' easement for ingress and egress that serves Parcel D20=077. The Developer shall not deprive the property owner of Parcel 20=077 of access to his/her property.

- L. 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 guidelines to the City for approval, not to be reasonably withheld, conditioned or delayed, for the maintenance of common areas. The City will be granted the right to enforce the common areas maintenance obligations against the Association as may be applicable, and to be reimbursed for the reasonable attorney's fees, costs and expenses, as may be reasonably incurred by the City.
- M. Enforcement of Rules and Regulations. For the maintenance of the common areas referenced in Section 3(L) above, the applicable provisions in the Guidelines: (i) shall be made applicable to the Project; and (ii) shall be reviewed/approved by the City of Wildwood and a certificate of occupancy being issued for completed improvements; and (iii) will provide that the City of Wildwood shall have the right, but not the obligation, to enforce such maintenance obligations against a violating party and that the City should be entitled to reasonable attorney's fees and costs for enforcement regardless of whether or not a suit has been filed.
- N. 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.

**SECTION 4: SEVERABILITY.**

If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

**SECTION 5: EFFECTIVE DATE.**

This Ordinance shall become effective immediately upon its approval and adoption by the City Commission.

**PASSED AND ORDAINED** in regular session of the City Commission of the City of Wildwood, Sumter County, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2013.

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

**Ordinance O2013-37**

**“Exhibit A”**

**Lakeside Landings**

**Legal Description**

**LEGAL DESCRIPTION: LAKESIDE LANDINGS**

GOVERNMENT LOT 3 , ALSO DESCRIBED AS THE FRACTIONAL EAST ½ OF THE SOUTHWEST ¼ OF SECTION 21, TOWNSHIP 18, RANGE 23 EAST, LESS THE EAST 110 YARDS THEREOF; RESERVATION FOR FUTURE RIGHT OF WAY AS SHOWN ON “DAYSRING MEADOWS” PLAT BOOK 4, PAGE 22, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; A PORTION OF THE SOUTHWEST ¼ OF SAID SECTION 21, TOWNSHIP 18 SOUTH, RANGE 23 EAST AND A PORTION OF THE SOUTHEAST ¼ OF SECTION 20, TOWNSHIP 18 SOUTH; RANGE 23 EAST, SUMTER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SOUTHWEST ¼ OF SECTION 21; THENCE, ALONG THE WEST LINE OF SAID SOUTHWEST ¼, N00°07'57" EAST, 16.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°28'08" EAST 992.11 FEET; THENCE SOUTH 00°31'52" WEST 4.00 FEET; THENCE SOUTH 89°28'08" EAST 100.00 FEET; THENCE SOUTH 00°31'52" WEST 12.50 FEET; THENCE SOUTH 89°28'08" EAST ALONG THE SOUTH LINE OF THE SOUTHWEST ¼ OF SECTION 21-18-23, A DISTANCE OF 1235.03 FEET; THENCE NORTH 00°25'54" EAST ALONG WEST LINE OF THE EAST 330' OF GOVERNMENT LOT 3, A DISTANCE OF 2605.04 FEET; THENCE NORTH 89°41'50" WEST ALONG THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 472, A DISTANCE OF 1005.37 FEET; THENCE SOUTH 00°16'53" WEST ALONG THE WEST LINE OF THE EAST ½ OF THE SOUTHWEST ¼ SECTION 21-18-23, A DISTANCE OF 450.38; THENCE NORTH 89°38'52" WEST 283.23 FEET; THENCE NORTH 00°11'59" EAST 450.14 FEET; THENCE NORTH 89°41'50" WEST ALONG THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 472, A DISTANCE OF 50.00 FEET; THENCE SOUTH 00°11'50" WEST 625.12 FEET; THENCE NORTH 89°38'56" WEST 332.84 FEET; THENCE NORTH 00°12'27" EAST 624.84 FEET; THENCE NORTH 84°41'50" WEST ALONG THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 472, A DISTANCE OF 667.62 FEET; THENCE NORTH 89°08'17" WEST ALONG THE AFORMENTIONED SOUTH RIGHT OF WAY, 659.20 FEET; THENCE SOUTH 00°13'48" WEST 625.00 FEET; THENCE NORTH 89°11'59" WEST 309.24 FEET; THENCE SOUTH 00°19'39" WEST ALONG THE EAST LINE OF “DAYSRING MEADOWS” ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 22, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, 534.06 FEET; THENCE NORTH 89°11'59" WEST ALONG THE SOUTH LINE OF LOT 4 AFORMENTIONED “DAYSRING MEADOWS”, 326.00 FEET; THENCE SOUTH 00°19'39" WEST ALONG THE EAST RIGHT OF WAY LINE OF COUNTY ROAD NO. 117, A DISTANCE OF 66.00 FEET; THENCE SOUTH 89°11'59" EAST ALONG THE NORTH LINE OF LOT 5 AFOREMENTIONED “DAYSRING MEADOWS” 326.00 FEET; THENCE SOUTH 00°19'39" WEST 400.56 FEET; THENCE SOUTH 89°24'13" EAST 142.50 FEET; THENCE SOUTH 00°19'39" WEST 373.45 FEET; THENCE SOUTH 89°24'13" EAST 632.00 FEET; THENCE NORTH 00°08'00" EAST 189.56 FEET; THENCE SOUTH 89°21'04" EAST 163.74 FEET; THENCE SOUTH 00°07'57" WEST 164.02 FEET; THENCE SOUTH 89°20'44" EAST 36.00 FEET TO A POINT ON SAID SECTION LINE 21-18-13; THENCE SOUTH 00°07'57 WEST ALONG THE LINE BETWEEN SECTION 20-18-23 AND SECTION 21-18-13, A DISTANCE OF 608.90 FEET TO THE POINT OF BEGINNING.  
CONTAINING 169.83 ACRES MORE OR LESS.

**Ordinance O2013-37**  
**“Exhibit B”**  
**Lakeside Landings**  
**Conceptual Development Plan**

PUD PROJECT BOUNDARY

25 FT. LANDSCAPE BUFFER

EXISTING 33 FT. (1/2 RIGHT-OF-WAY)

(GATED TEMPORARY CONSTRUCTION ENTRANCE)

35' SETBACK FROM COUNTY ROAD (TYP.)

EXISTING 33 FT. (1/2 RIGHT-OF-WAY)

ZONED: P.U.D. LAND USE: SINGLE FAMILY RESIDENTIAL

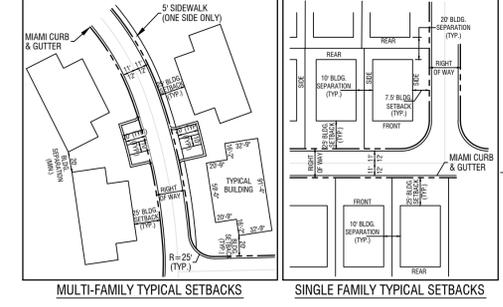
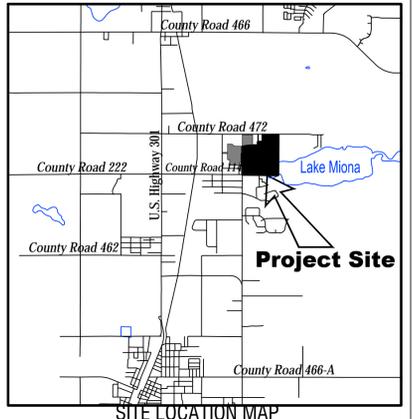
ZONED: A5 LAND USE: SINGLE FAMILY RESIDENTIAL

ZONED: P.U.D. LAND USE: SINGLE FAMILY RESIDENTIAL

ZONED: P.U.D. LAND USE: SINGLE FAMILY RESIDENTIAL

Scale: 1"=150'

ZONED: P.U.D. LAND USE: SINGLE FAMILY RESIDENTIAL



PUD PROJECT BOUNDARY

**SITE DATA:**

TOTAL PROJECT AREA = 169.83 ACRES  
 CURRENT ZONING = PUD  
 TOTAL NUMBER DWELLING UNITS ENTITLED = 749  
 TOTAL COMMERCIAL ENTITLEMENT = 20,000 S.F.  
 PROPOSED DWELLING UNITS = 616 (3.6 UNITS / ACRE)  
 NOTE: PROJECT SHALL MAINTAIN MINIMUM 25% OPEN SPACE

**EXISTING: (110.39 AC.)**

SINGLE FAMILY HOMES = 137 DWELLING UNITS (31.0 AC.)  
 MULTI FAMILY HOMES (QUAD) = 168 DWELLING UNITS (17.91 AC.)  
 MULTI FAMILY HOMES (DUPLEX) - 120 DWELLING UNITS (18.57 AC.)  
 TOTAL NUMBER DWELLING UNITS THIS PHASE = 425

OPEN WATER = 21.94 ACRES  
 LANDSCAPE BUFFER / SCREENING = 2.29 ACRES  
 RECREATION AREAS = 6.34 ACRES  
 RIGHT-OF-WAY DEDICATION = 8.42 ACRES  
 COMMERCIAL AREA = 3.92 ACRE PARCEL W/20,000 S.F. ENTITLEMENT

**PROPOSED: (58.09 AC.)**

SINGLE FAMILY HOMES = 191 UNITS (LOT SIZE 70' x 120' MIN.)  
 RESIDENTIAL AREA = 47.83 ACRES  
 OPEN WATER = 1.56 ACRES  
 LANDSCAPE BUFFER / SCREENING = 1.4 ACRES  
 RECREATION AREAS = 0.50 ACRES  
 RIGHT-OF-WAY DEDICATION = 6.8 ACRES

**LEGAL DESCRIPTION**

GOVERNMENT LOT 3, ALSO DESCRIBED AS THE FRACTIONAL EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 18, RANGE 23 EAST, LESS THE EAST 110 YARDS THEREOF; RESERVATION FOR FUTURE RIGHT OF WAY AS SHOWN ON 'DAYSPRING MEADOWS' PLAT BOOK 4, PAGE 22, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; A PORTION OF THE SOUTHWEST 1/4 OF SAID SECTION 21, TOWNSHIP 18 SOUTH, RANGE 23 EAST AND A PORTION OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 COMMENCE AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4 OF SECTION 21; THENCE, ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, N00°07'57" EAST, 16.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°28'08" EAST 992.11 FEET; THENCE SOUTH 00°31'52" WEST 4.00 FEET; THENCE SOUTH 89°28'08" EAST 100.00 FEET; THENCE SOUTH 00°31'52" WEST 12.50 FEET; THENCE SOUTH 89°28'08" EAST ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 21-18-23, A DISTANCE OF 1235.03 FEET; THENCE NORTH 00°25'54" EAST ALONG WEST LINE OF THE EAST 330' OF GOVERNMENT LOT 3, A DISTANCE OF 2025.04 FEET; THENCE NORTH 89°11'50" WEST ALONG THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 472, A DISTANCE OF 1005.37 FEET; THENCE SOUTH 00°16'53" WEST ALONG THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 SECTION 21-18-23, A DISTANCE OF 450.38 FEET; THENCE NORTH 89°38'52" WEST 283.23 FEET; THENCE NORTH 00°11'59" EAST 450.14 FEET; THENCE NORTH 89°11'50" WEST ALONG THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 472, A DISTANCE OF 50.00 FEET; THENCE SOUTH 00°11'50" WEST 625.12 FEET; THENCE NORTH 89°38'56" WEST 332.84 FEET; THENCE NORTH 00°12'27" EAST 624.84 FEET; THENCE NORTH 84°41'50" WEST ALONG THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 472, A DISTANCE OF 667.62 FEET; THENCE NORTH 89°08'17" WEST ALONG THE AFOREMENTIONED SOUTH RIGHT OF WAY, 659.20 FEET; THENCE SOUTH 00°13'48" WEST 625.00 FEET; THENCE NORTH 89°11'59" WEST 309.24 FEET; THENCE SOUTH 00°19'39" WEST ALONG THE EAST LINE OF 'DAYSPRING MEADOWS' ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 22, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, 534.06 FEET; THENCE NORTH 89°11'59" WEST ALONG THE SOUTH LINE OF LOT 4 AFOREMENTIONED 'DAYSPRING MEADOWS', 326.00 FEET; THENCE SOUTH 00°19'39" WEST ALONG THE EAST RIGHT OF WAY LINE OF COUNTY ROAD NO. 117, A DISTANCE OF 66.00 FEET; THENCE SOUTH 89°11'59" EAST ALONG THE NORTH LINE OF LOT 4 AFOREMENTIONED 'DAYSPRING MEADOWS', 326.00 FEET; THENCE SOUTH 00°19'39" WEST 400.56 FEET; THENCE SOUTH 89°24'13" EAST 142.50 FEET; THENCE SOUTH 00°19'39" WEST 373.45 FEET; THENCE SOUTH 89°24'13" EAST 632.00 FEET; THENCE NORTH 00°00'00" EAST 189.56 FEET; THENCE SOUTH 89°21'04" EAST 163.74 FEET; THENCE SOUTH 00°07'57" WEST 164.02 FEET; THENCE SOUTH 89°20'44" EAST 36.00 FEET TO A POINT ON SAID SECTION LINE 21-18-13; THENCE SOUTH 00°07'57" WEST ALONG THE LINE BETWEEN SECTION 20-18-23 AND SECTION 21-18-13, A DISTANCE OF 608.90 FEET TO THE POINT OF BEGINNING. CONTAINING 169.83 ACRES MORE OR LESS.

DATE: SEPT. 18, 2013  
 DRAWN BY: DLB  
 CHKD BY: TWL  
 FILE NAME: COV EXHIBIT B  
 JOB NO.

DATE: \_\_\_\_\_  
 BY: \_\_\_\_\_

REVISIONS

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

LAKESIDE LANDINGS  
 SEPT. 18, 2013

P.U.D. MASTER PLAN  
 EXHIBIT B

SHT. 1 OF 1

# CITY COMMISSION OF THE CITY OF WILDWOOD

## EXECUTIVE SUMMARY

**SUBJECT:** Ordinance O2013-46: Annexation of City-owned parcels in the JPA

Approval of Ordinance O2013-46

**REQUESTED ACTION:**

<input type="checkbox"/> Work Session (Report Only)	<b>DATE OF MEETING:</b>	<u>10/14/13 First Reading</u> <u>10/28/13 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 has prepared an inventory of City-owned parcels within the Joint Planning Area (JPA) with Sumter County that qualify for annexation. The properties total approximately 32.67 +/- acres and are located throughout the JPA and are more commonly known as the Oxford Park, Oxford Community Center, Fairways well sites (2), a portion of Millennium Park, Lake Deaton Park, and the City's south well sites near Coleman Prison.

Annexation into the City is appropriate because the properties are contained within the City's Joint Planning Area with Sumter County.

**Staff recommends approval of Ordinance O2013-46.**



Jason McHugh  
Development Services Coordinator



**ORDINANCE NO. O2013-46**

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROVIDING FOR THE VOLUNTARY ANNEXATION OF CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 32.67 ACRES GENERALLY LOCATED THROUGHOUT THE JOINT PLANNING AREA WITH SUMTER COUNTY; PROVIDING THAT SECTION 1-14 OF THE CITY OF WILDWOOD CODE OF ORDINANCES IS AMENDED TO INCLUDE THE ANNEXED PROPERTY; AND PROVIDING FOR AN EFFECTIVE DATE.

Now, therefore, **BE IT ORDAINED** by the City Commission of the City of Wildwood, Florida:

**SECTION 1.** The following described real property to be annexed into the City, which is owned by the City of Wildwood and generally located throughout the Joint Planning Area with Sumter County, is hereby annexed into the City of Wildwood pursuant to Section 171.044 and 171.204, Florida Statutes. The City Commission finds that the property is located within the City's Joint Planning Area with Sumter County, and meets all legal requirements for annexation. The annexed property lying in Sumter County, Florida is more particularly described as follows:

**LEGAL DESCRIPTIONS**

**Parcels D17=032, D17=038, D17=039, D17=040, AND D17=041**  
**OXFORD PARK**

THAT PORTION OF LOTS 1 AND 2 OF OXFORD, A SUBDIVISION OF THE S 1/2 OF THE NW 1/4 OF SECTION 17, TOWNSHIP 18 SOUTH, RANGE 23 EAST, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGES 32 AND 33 OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF SAID S 1/2 OF NW 1/4 WITH THE CENTERLINE OF THE SEABOARD COASTLINE RAILROAD COMPANY'S MAIN LINE, BALDWIN-WILDWOOD TRACK; THENCE RUN N89°45'50"W ALONG THE NORTH LINE OF SAID S 1/2 OF NW 1/4, A DISTANCE OF 250.75 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, FROM SAID POINT CONTINUE N89°45'50"W ALONG SAID NORTH LINE A DISTANCE OF 450.66 FEET, THENCE S00°02'31"W

ALONG THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 107, A DISTANCE OF 266.42 FEET TO THE NORTH RIGHT-OF-WAY LINE OF MAIN STREET, THENCE S89°43'26"E ALONG THE NORTH RIGHT-OF-WAY LINE OF MAIN STREET, A DISTANCE OF 508.33 FEET, THENCE N12°07'27"W A DISTANCE OF 273.64 FEET TO THE POINT OF BEGINNING.  
LESS RIGHT-OF-WAY FOR COUNTY ROAD 466 ACROSS THE NORTH SIDE THEREOF.

**D17A001**  
**OXFORD COMMUNITY CENTER**

LOTS 1, 2, 3, AND 4, BLOCK 10, BOGUE'S SUBDIVISION, OXFORD, SECTION 17, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

**D28=020**  
**FAIRWAYS WELL SITE**

THOSE PORTIONS OF SECTION 28, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF LOT 41 OF THE FAIRWAYS AT ROLLING HILLS ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGES 87 TO 87A, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; RUN THENCE S89°59'30"W ALONG THE SOUTH LINE OF SAID LOT 41 A DISTANCE OF 36.31 FEET TO THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING RUN S00°00'30"E 120.44 FEET; THENCE S89°59'30"W 90.00 FEET; THENCE N00°00'30"W 121.24 FEET TO THE SOUTH LINE OF SAID LOT 41; THENCE S79°45'49"E 4.50 FEET ALONG THE SOUTH LINE OF SAID LOT 41; THENCE S89°59'30"E 85.57 FEET TO THE POINT OF BEGINNING; TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS ACROSS THE FOLLOWING DESCRIBED PROPERTY: FROM THE SOUTHEAST CORNER OF LOT 41 OF THE FAIRWAYS AT ROLLING HILLS ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGES 87 TO 87A, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, RUN THENCE S89°59'30"W ALONG THE SOUTH LINE OF SAID LOT 41 A DISTANCE OF 38.31 FEET; THENCE S00°00'30"E 120.44 FEET TO THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING RUN S89°59'30"W 90.00 FEET; THENCE S00°00'30"E 29.56 FEET TO THE NORTH RIGHT-OF-WAY OF A PROPOSED ROAD; THENCE N 89°59'30"E ALONG SAID RIGHT-OF-WAY 90.00 FEET; THENCE N00°00'30"W 29.56 FEET TO THE POINT OF BEGINNING.

**D28=024**  
**FAIRWAYS WELL SITE**

THAT PART OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, SECTION 28, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS THE WEST 355.00 FEET OF THE NORTH 417.42 FEET THEREOF; ALSO LESS RIGHT-OF-WAY FOR COUNTY ROAD 121 ACROSS THE WEST SIDE THEREOF, DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT ON THE EAST RIGHT-OF-WAY OF COUNTY ROAD 121 AND THE SOUTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, FOR A POINT OF BEGINNING, THENCE N. 00 DEGREES 01'48" E. ALONG THE EAST RIGHT-OF-WAY OF COUNTY ROAD 121, 242.00 FEET; THENCE N. 89 DEGREES 56'41" E. 180.00 FEET; THENCE S. 00 DEGREES 01'48" W. 242.00 FEET MORE OR LESS, TO THE SOUTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 28; THENCE S. 89 DEGREES 59'26" W. ALONG SAID SOUTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 28, 180.00 FEET MORE OR LESS TO THE POINT OF BEGINNING. SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS OVER THE SOUTH 20 FEET THEREOF. GRANTOR HEREBY RESERVES UNTO HIMSELF AND HIS SUCCESSORS, ASSIGNS, AND GRANTEES A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THE SOUTH 20 FEET OF THE ABOVE DESCRIBED PROPERTY.

**G08=087**  
**PORTION OF MILLENNIUM PARK**

BEGIN 189 YARDS SOUTH OF THE NE CORNER OF THE NE ¼ OF THE NE ¼ OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, RUN SOUTH 250 YARDS, WEST 227 YARDS, NORTH 250 YARDS, EAST 227 YARDS TO THE POINT OF BEGINNING LESS RIGHT OF WAY FOR POWELL ROAD, BEING MORE FULLY DESCRIBED AS FOLLOWS;

FOR A POINT OF COMMENCEMENT (POC) BEGIN AT THE NE CORNER OF THE AFORE MENTIONED SECTION 8, FROM SAID POC PROCEED SOUTHERLY ALONG THE EAST BOUNDARY OF SAID SECTION 8, 568.00 FEET TO THE SOUTH LINE OF THE NORTH 568.00 FEET OF THE NE ¼ OF THE NE ¼ OF SAID SECTION 8; THENCE WESTERLY, ALONG SAID SOUTH LINE, 7.54 FEET TO THE WEST RIGHT OF WAY OF COUNTY ROAD 139 AND THE POINT OF BEGINNING. FROM THE POINT OF BEGINNING THUS DESCRIBED, PROCEED SOUTHERLY, ALONG SAID WEST RIGHT OF WAY, 100.11 FEET TO THE INTERSECTION OF

SAID WEST RIGHT OF WAY AND THE NORTH LINE OF THE SE ¼ OF THE NE ¼ OF SAID SECTION 8; THENCE CONTINUE SOUTHERLY, ALONG SAID WEST RIGHT OF WAY, 630.82 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1,579.55 FEET; THENCE DEPARTING FROM SAID WEST RIGHT OF WAY, PROCEED SOUTHERLY ALONG THE ARC OF SAID CURVE TO ITS INTERSECTION WITH THE SOUTH LINE OF THE NE ¼ OF THE NE ¼ OF SAID SECTION 8; PROCEED WESTERLY, ALONG SAID SOUTH LINE TO ITS INTERSECTION WITH A CURVE CONCAVE WESTERLY AND BEING CONCENTRIC TO THE PREVIOUSLY DESCRIBED CURVE AND HAVING A RADIUS OF 1,479.55 FEET; PROCEED THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO ITS POINT OF TANGENCY WITH A LINE BEING 100.00 FEET WEST OF AND PARALLEL TO THE AFOREMENTIONED WEST RIGHT OF WAY OF CR 139; PROCEED THENCE NORTHERLY ALONG A LINE PARALLEL TO AND 100.00 FEET WEST OF THE WEST RIGHT OF WAY OF CR 139 A DISTANCE OF 294.07 FEET TO A POINT ON THE SOUTH LINE OF THE AFOREMENTIONED NORTH 568.00 FEET OF THE NE ¼ OF THE NE ¼ OF SAID SECTION 8; THENCE EASTERLY ALONG THE SOUTH LINE OF THE NORTH 568.00 FEET OF THE NE ¼ OF THE NE ¼ OF SAID SECTION 8, 42.46 FEET TO THE POINT OF BEGINNING.

**G15=009, G15=035, G15=045**  
**LAKE DEATON PARK**

THAT PORTION OF THE SW 1/4 OF THE SE 1/4 OF SECTION 15, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SW 1/4 OF THE SE 1/4 OF SAID SECTION 15, THENCE RUN N00°00'00"E (NORTH) ALONG THE EAST LINE OF SAID SW 1/4 OF SE 1/4, A DISTANCE OF 148.35 FEET TO A FOUND 4" X 4" CONCRETE MONUMENT AT THE NORTHERLY RIGHT-OF-WAY LINE OF THE S.C.L. RAILROAD (TRACKS ABANDONED) AND THE POINT OF BEGINNING OF THIS DESCRIPTION, FROM SAID POINT THENCE RUN N52°05'30"W ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID S.C.L. RAILROAD, A DISTANCE OF 928.02 FEET TO A FOUND 4" X 4" CONCRETE MONUMENT, THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN N38°06'25"E ALONG THE MONUMENTED WESTERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 534, PAGE 856, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, A DISTANCE OF 745.60 FEET TO A FOUND 4" X 4" CONCRETE MONUMENT, CONTINUE N38°06'25"E 20 FEET, MORE OR LESS TO THE WATERS EDGE OF LAKE DEATON, THENCE SOUTHEASTERLY ALONG SAID WATERS EDGE TO A FOUND 6" X 6" CONCRETE MONUMENT AT SAID WATERS EDGE AND AT THE EAST LINE OF

SAID SW 1/4 OF SE 1/4, THENCE DEPARTING LAKE DEATON RUN S00°00'00"E (SOUTH) ALONG THE EAST LINE OF SAID SW 1/4 OF SE 1/4, A DISTANCE OF 757.64 FEET TO THE POINT OF BEGINNING.

SUBJECT TO A 50 FOOT EASEMENT AND/OR RIGHT-OF-WAY ALONG THE SOUTH SIDE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 534, PAGE 856, PUBLIC RECORDS OF SUMTER COUNTY. FOR THE BENEFIT AND PERSONAL USE OF BAKER PROPERTIES, INC. AND IS NON-ASSIGNABLE OR TRANSFERRABLE BY BAKER PROPERTIES, INC.

**K10=007**  
**SOUTH WELL SITE**

THE NORTH 405 FEET OF THE NW 1/4 OF THE SE 1/4 OF SECTION 10, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS RIGHT OF WAY OF COUNTY ROAD NO. 501 ACROSS THE WEST SIDE THEREOF.

ALL PARCELS TOTAL CONTAIN 32.67 ACRES MORE OR LESS.

**SECTION 2.** All of the above described annexed property shall be liable for its proportionate share of the future and existing indebtedness of the City of Wildwood.

**SECTION 3.** All of the above described annexed property shall be subject to the laws and ordinances of the City of Wildwood as if this territory had been a part of the City of Wildwood at the time of passage and approval of said laws and ordinances.

**SECTION 4.** Until such time as the City amends its comprehensive plan, the current Sumter County zoning classification and future land use regulations will remain in full force and effect.

**SECTION 5.** Section 1-14 of the City of Wildwood Code of Ordinances is hereby amended to include the legal description of the annexed parcels pursuant to this Ordinance. The location maps identifying the property to be annexed are attached hereto as "Exhibit A" and incorporated herein by reference.

**SECTION 6.** If any portion of this Ordinance is declared invalid for any purpose, the remaining portion shall remain valid and in full force and effect.

**SECTION 7.** This Ordinance shall take effect upon final approval by the City Commission.

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

SEAL

ATTEST:

CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA

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

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

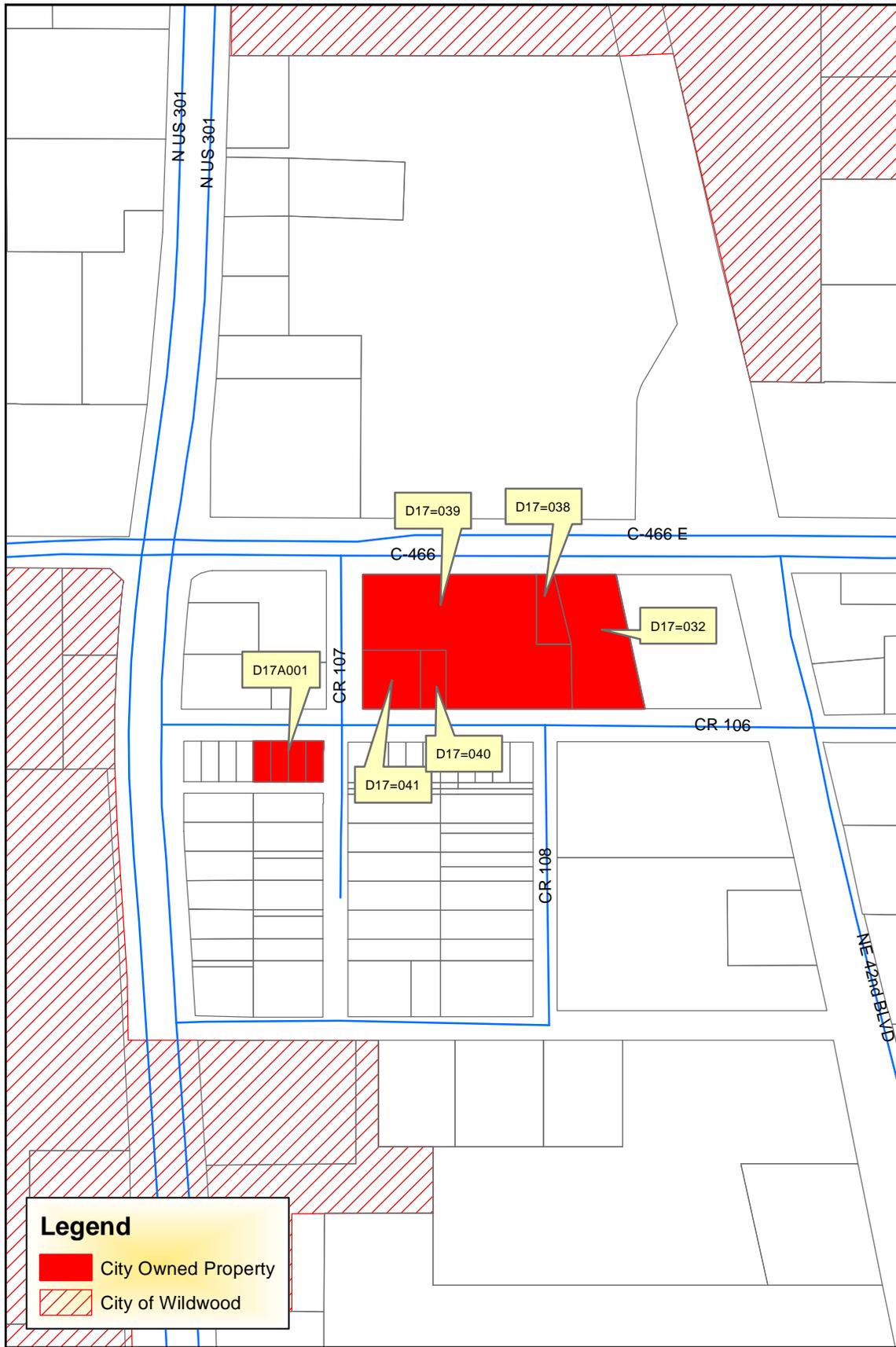
First Reading: \_\_\_\_\_

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

Approved as to form:

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

Exhibit A  
Properties to be Annexed



F:\Terr\GIS\Maps\Miscellaneous\City Property Annex-1.mxd - 10/17/2013 3:55:40 PM - toneal

**Legend**

-  City Owned Property
-  City of Wildwood



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



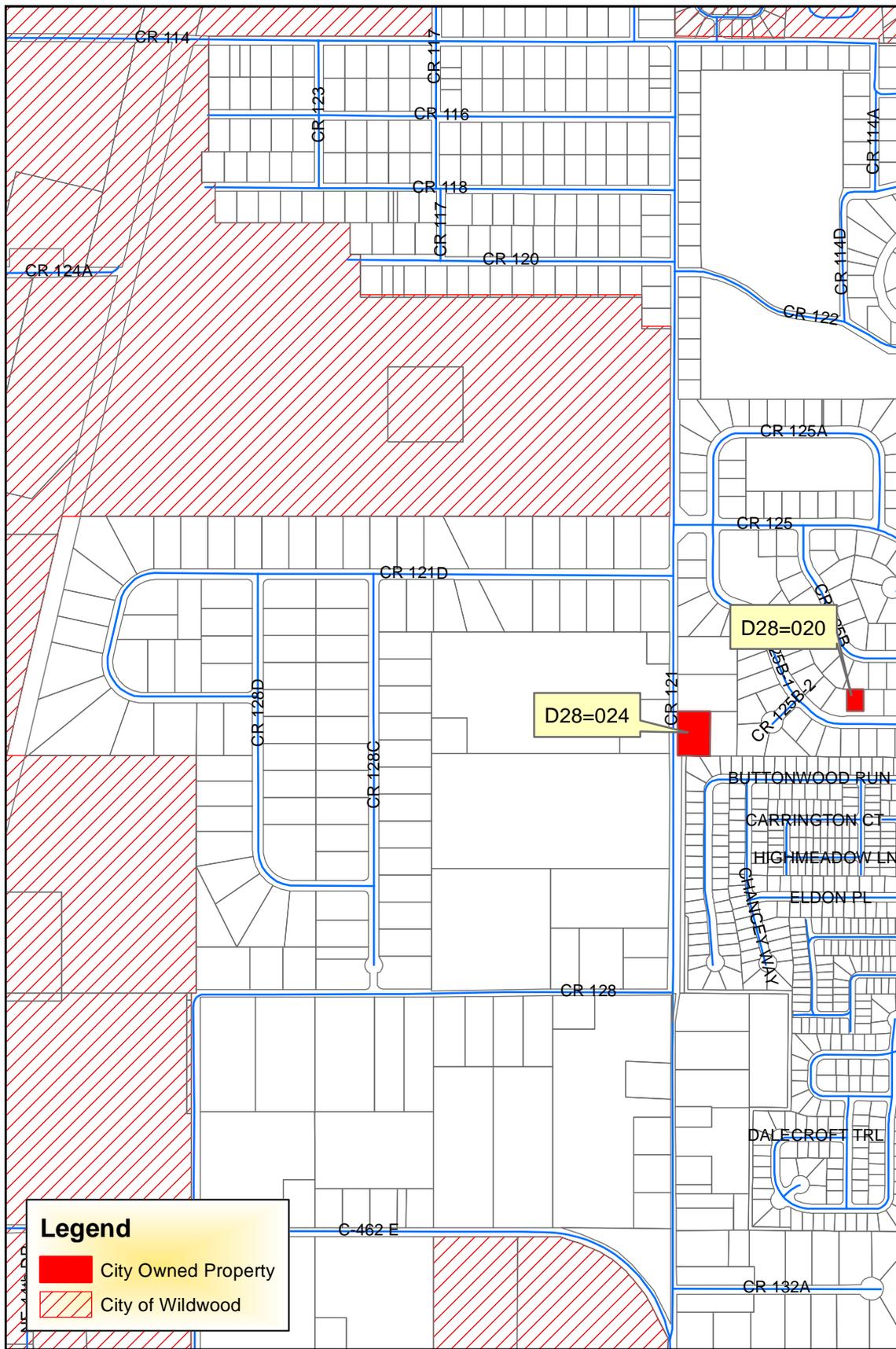
0 Feet 290 580

**City Properties to be Annexed  
Map 1**

**ORDINANCE O2013-46  
WILDWOOD, FLORIDA**

October 2013

LOCATION MAP



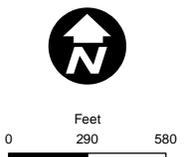
I:\Terr\GIS\Maps\Miscellaneous\City Property Annex2.mxd - 10/8/2013 8:35:51 AM - toneal

**Legend**

- City Owned Property
- City of Wildwood



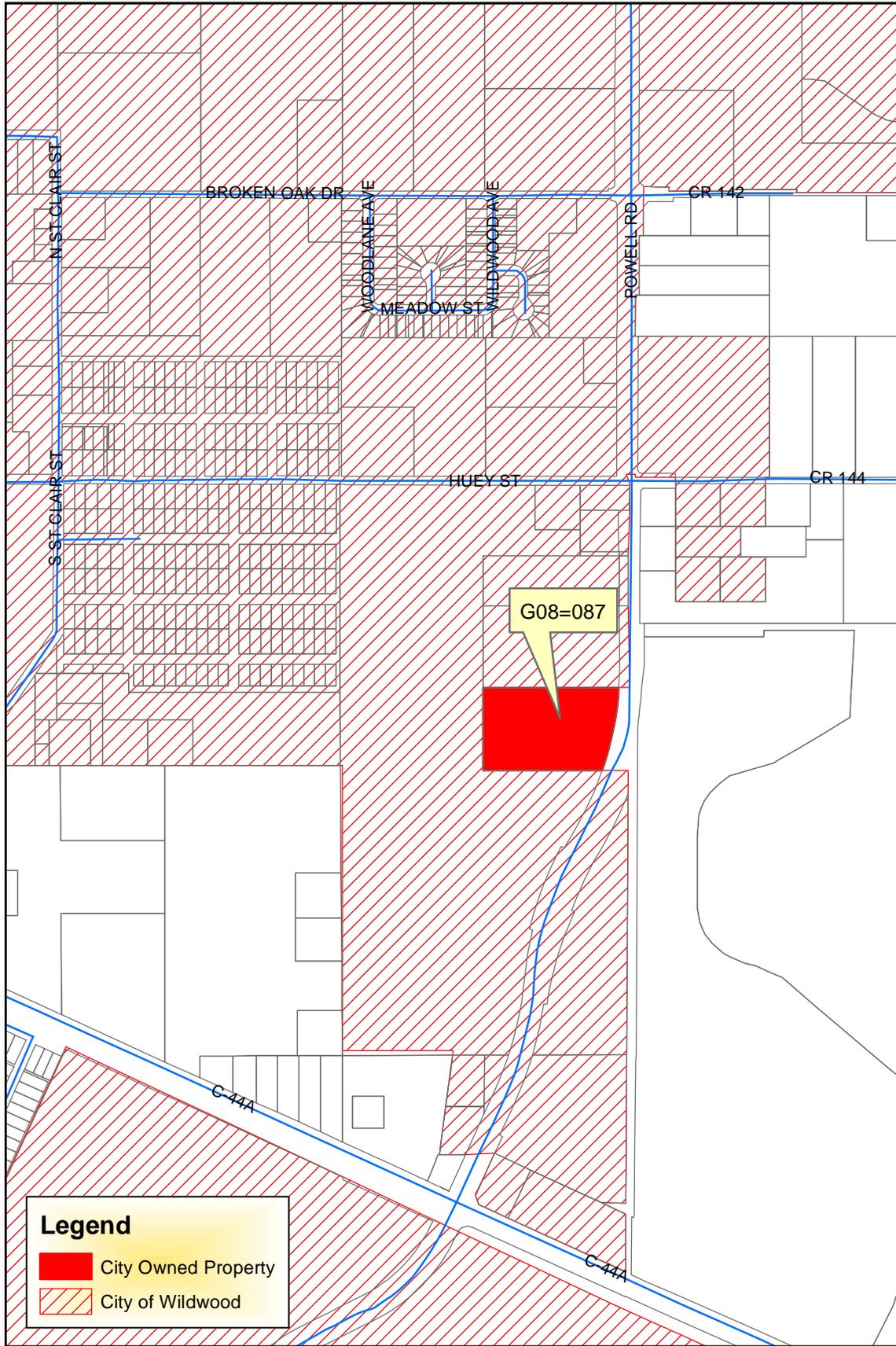
City of Wildwood  
100 North Main Street  
Wildwood, FL 34485  
Phone: (352) 330-1330  
www.wildwood-fl.gov



**City Properties to be Annexed  
Map 2**

**ORDINANCE O2013-46  
WILDWOOD, FLORIDA**

October 2013	LOCATION MAP
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City of Wildwood  
100 North Main Street  
Wildwood, FL 34485  
Phone: (352) 330-1330  
www.wildwood-fl.gov



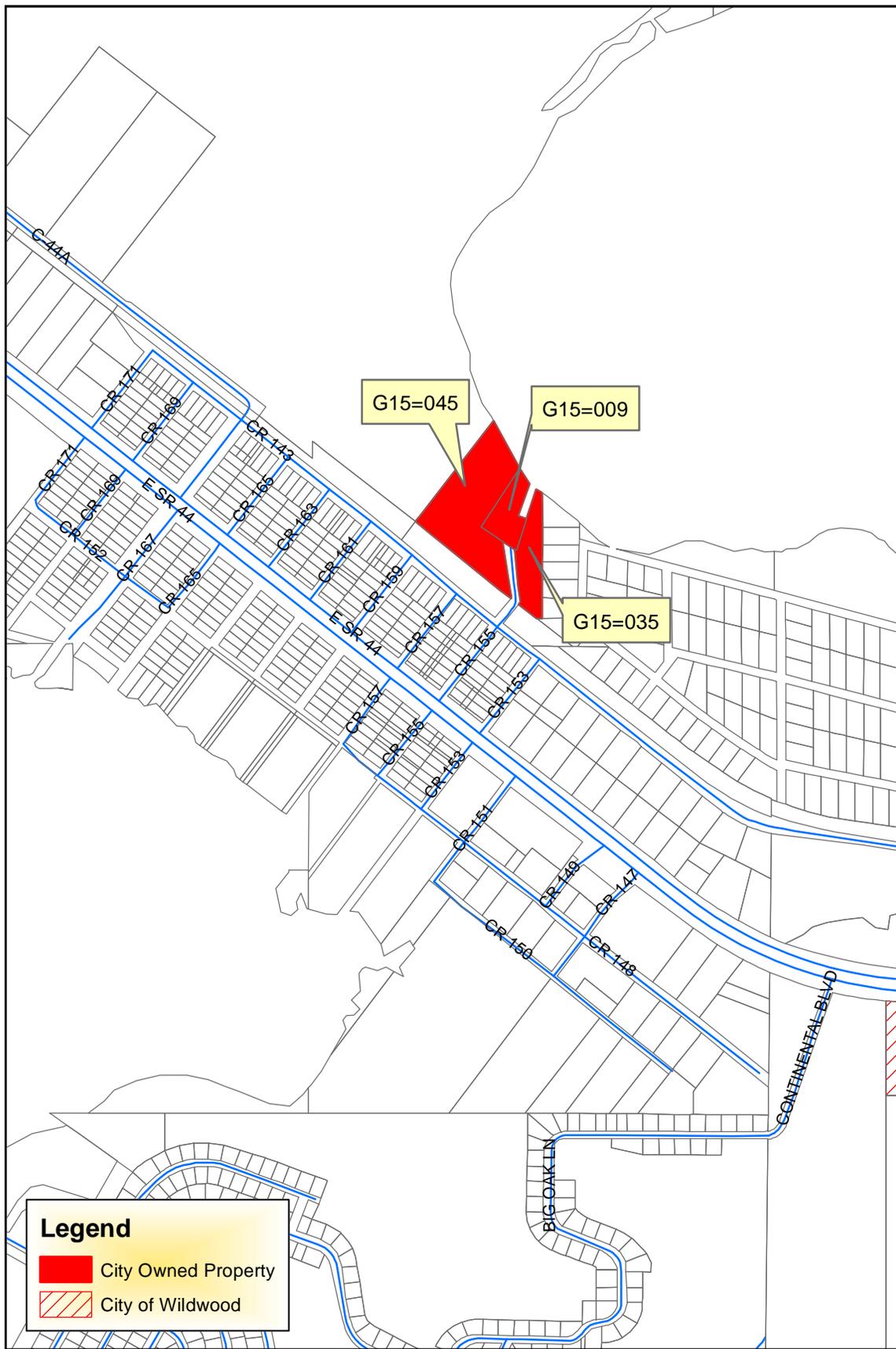
0 Feet 290 580

City Properties to be Annexed  
Map 3

ORDINANCE O2013-46  
WILDWOOD, FLORIDA

October 2013

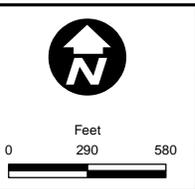
LOCATION MAP



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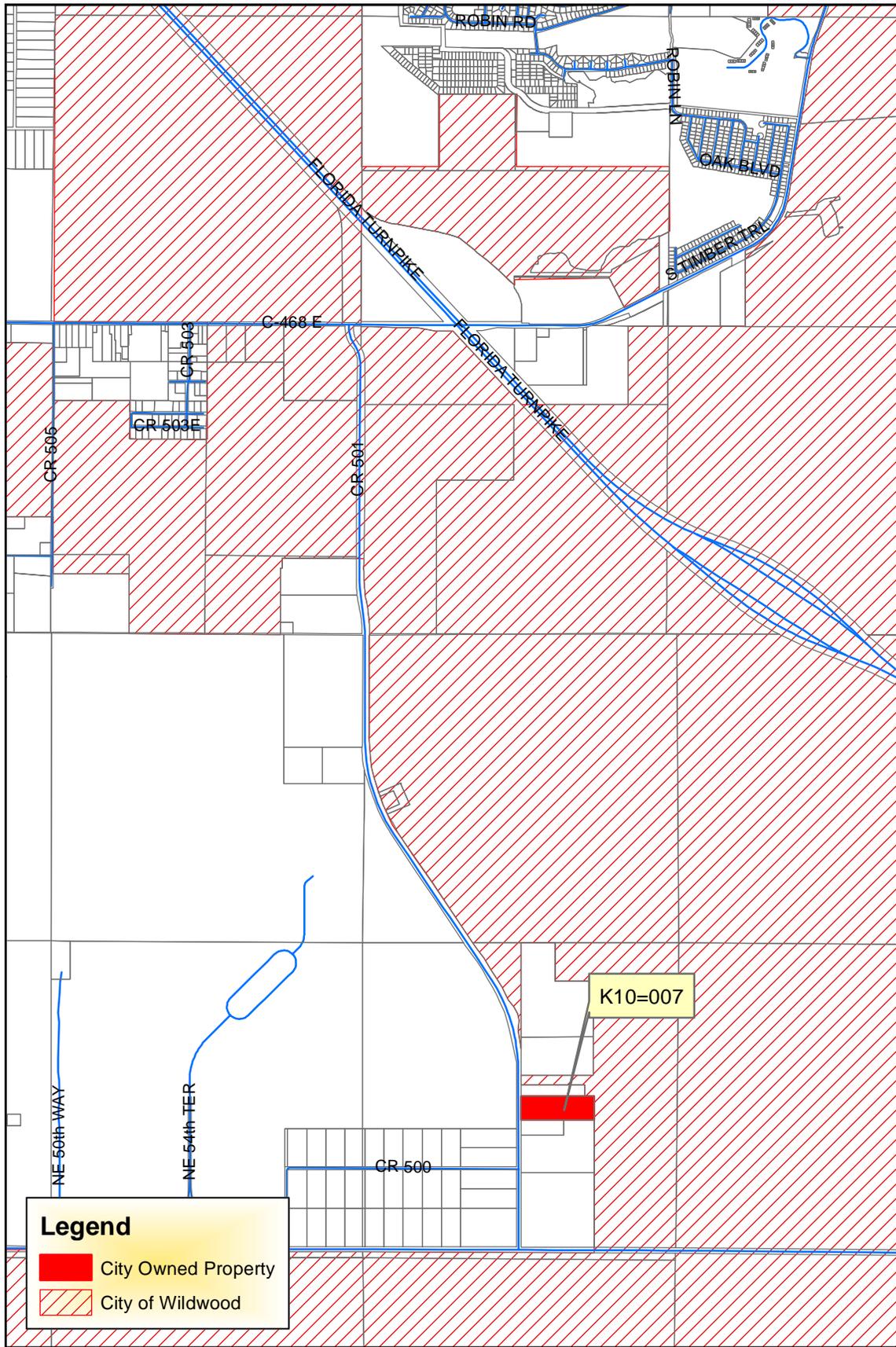
City of Wildwood  
 100 North Main Street  
 Wildwood, FL 34485  
 Phone: (352) 330-1330  
 www.wildwood-fl.gov



**City Properties to be Annexed  
 Map 4**

**ORDINANCE O2013-46  
 WILDWOOD, FLORIDA**

October 2013      LOCATION MAP



**Legend**

- City Owned Property
- City of Wildwood

I:\Terr\GIS\Maps\Miscellaneous\City Property Annex-5.mxd - 10/7/2013 4:48:21 PM - toneal



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



**City Properties to be Annexed  
 Map 5**

**ORDINANCE O2013-46  
 WILDWOOD, FLORIDA**

October 2013

LOCATION MAP

# CITY COMMISSION OF THE CITY OF WILDWOOD

## EXECUTIVE SUMMARY

**SUBJECT:** Ordinance O2013-47: Modifying Technical Standards Within the LDRs

Approval of Ordinance O2013-47

**REQUESTED ACTION:**

<input type="checkbox"/> Work Session (Report Only)	<b>DATE OF MEETING:</b>	<u>10/14/13 First Reading</u>
<input checked="" type="checkbox"/> Regular Meeting	<input type="checkbox"/> Special Meeting	<u>10/28/13 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:**

As you may recall, Farner Barley and Associates petitioned for changes to certain engineering standards within the Land Development Regulations (LDRs). After careful review and consideration of the requests, the City Engineer, Kimley Horn and Associates, provided recommendations to City Staff on the changes.

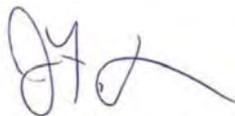
Those changes that were found to be acceptable by the City Engineer and Staff are proposed in Ordinance O2013-47.

Ordinance O2013-47 contains amendments to the following sections within the LDRs:

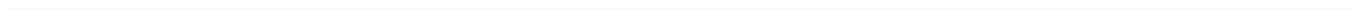
- Subsection 6.2(C) (Potable Water System Design)
- Subsection 6.3(C) (Sanitary Sewer System Design)
- Subsection 6.5(D), Table 6-8: Pavement Thickness
- Section 2.2 (Definitions) (Includes a new definition for "local collector")

Staff believes the modifications will lower the cost of development without compromising the health, safety, and welfare of the public.

**Staff recommends approval of Ordinance O2013-47.**



Jason McHugh  
Development Services Coordinator



**ORDINANCE NO. O2013-47**

AN ORDINANCE OF THE CITY OF WILDWOOD FLORIDA; AMENDING SUBSECTIONS 6.2(C) POTABLE WATER SYSTEM DESIGN, 6.3(C) SANITARY SEWER SYSTEM DESIGN, 6.5(D) PAVEMENT THICKNESS, AND SECTION 2.2 DEFINITIONS OF THE LAND DEVELOPMENT REGULATIONS OF THE CITY OF WILDWOOD, FLORIDA; PERTAINING TO POTABLE WATER SYSTEM DESIGN, SANITARY SEWER SYSTEM DESIGN, AND PAVEMENT THICKNESS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the City wishes to modify certain potable water system design requirements within the Land Development Regulations;

**WHEREAS**, the City wishes to delete subsection 6.3(C)(13) of the Land Development Regulations regarding the requirement manhole covers be hinged and locked;

**WHEREAS**, the City wishes to modify Table 6-8 contained in subsection 6.5(D) of the Land Development Regulations pertaining to pavement thickness; and

**WHEREAS**, the City wishes to amend Section 2.2 (Definitions) of the Land Development Regulations to include a definition for "local collector" streets.

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

**SECTION 1.** The amendments to subsection 6.2(C) (Potable Water System Design) of the Land Development Regulations are shown with ~~strikethrough~~ for deletions and underline for additions and include:

6.2 (C) Potable water system design.

(2) Two inch (2") water mains shall be polyvinylchloride (PVC) or ~~higher density polyethylene (HDPE) directional bore~~. ~~Three~~ Four inch (~~3-4~~) to twelve inch (12") water mains shall be polyvinylchloride (PVC), HDPE directional bore, or ductile iron pipe (DIP). All PVC pipe shall be potable water blue, have identifying tape and locating wire on top. PVC pipe 4" to 8" in diameter shall meet requirements of ANSI/AWWA C-900, DR1825. PVC pipe 10" to 12" in diameter shall meet

~~requirements of ANSI/AWWA C-900, DR18. All HDPE pipe shall be color coded blue striping and locating wire on top.~~ HDPE pipe shall meet requirements of ANSI/AWWA C906, DR-9 and DR-11.

(5) Where fire hydrants or fire systems are to be installed the minimum ~~size~~ diameter water main ~~installed serving the hydrant~~ shall be six inches (6") for looped lines and eight inches (8") for dead end lines. All hydrant connections off the water mains shall be six inches (6") in diameter, ductile iron pipe.

(10) Fire hydrants shall be provided in all new developments, and shall be spaced no greater than ~~500'~~ 1,000' and no greater than 500' from any building.

**SECTION 2.** The amendments to subsection 6.3(C) (Sanitary Sewer System Design) of the Land Development Regulations are shown with ~~strikethrough~~ for deletions and underline for additions and include:

6.3 (C) Sanitary Sewer system design.

~~(13) All manhole covers shall be hinged and lockable. Locks must be furnished with the covers.~~

(143) Total depth of manholes shall not exceed 18' in depth unless approved by the City Engineer.

(154) Non-hinged manhole covers on existing manhole tops requiring shall be replaced with hinged and lockable manhole covers.

(165) All laterals shall be installed perpendicular to the sewer main except dead end manhole connections where lateral length is limited to a maximum of 125'.

(176) Four inch (4") to twenty four inch (24") sewer force mains shall be polyvinylchloride (PVC) or ductile iron pipe (DIP) based on pressure. All PVC pipe shall be sewer green with identifying tape and locating wire. PVC force main pipe shall meet requirements of ANSI/AWWA C-900, DR 14 and DR 18 for sizes four inch (4") through twelve inch (12"); C-905, DR18 for sizes 14" through 36".

(187) Sizing of sewer force mains shall be in accordance with sound engineering practices and the City's master distribution plans. Force mains shall be designed to maintain a minimum velocity of two feet per second. Provide design calculations showing the pressures designed for the forcemain system. The working pressures within the system shall not exceed the pressure class of the pipe with a 1.5 safety factor.

(198) Fittings shall be DIP fittings for DIP and PVC pipe installations.

**SECTION 3.** The amendments to Table 6-8 in subsection 6.5(D) (Pavement Thickness) of the Land Development Regulations are shown with ~~strikethrough~~ for deletions and underline for additions and include:

Table 6-8: Pavement Thickness – Typical Section

Road Classification	Pavement (Type SP)	Base (Limerock) LBR 100	Stabilized Subgrade (LBR 40)
<del>Local Residential Street</del>	1.25"	8 6"	12"
<del>Residential Local Collector</del>	1.50"	10 8"	12"
<del>Local Commercial</del>	1.50"	10"	12"
<del>Collector</del>	2.50"	10"	12"

**Notes:**

\* The width of the base material shall extend six inches (6") beyond the edge of pavement if curb and gutter is not provided.

\*\* The width of the subgrade material shall extend twelve inches beyond the edge of pavement if curb and gutter is not provided, or six inches (6") beyond the back of curb.

**SECTION 4.** Section 2.2 (Definitions) of the Land Development Regulations is amended to include the following:

2.2 Definitions.

Local Collector – A collector street that primarily receives traffic from Local Streets whose primary purpose is to facilitate travel between local destinations and/or residential neighborhoods or pods. The determination of a Local Collector designation shall be made by the Development Services Director.

**SECTION 5.** All ordinances or parts of ordinances in conflict herewith, be, and the same are hereby repealed.

**SECTION 3.** If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a Court or competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of said Ordinance.

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

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

CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA

S E A L

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

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

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

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

Approved as to form:

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

# CITY COMMISSION OF THE CITY OF WILDWOOD

## EXECUTIVE SUMMARY

**SUBJECT:** Ordinance O2013-48: Low Speed Vehicles and Golf Carts

Approval of Ordinance O2013-48

**REQUESTED ACTION:**

Work Session (Report Only)

**DATE OF MEETING:** 10/14/13 First Reading  
10/28/13 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:**

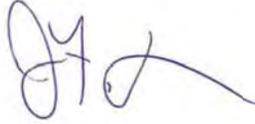
As requested by the Commission, the Development Services Department (DSD) has crafted an Ordinance concerning low speed vehicles, golf carts, and golf cart communities. DSD researched how other communities approach this issue and sent the Ordinance to the Public Works and Police Departments for comment. Neither department had objections to the Ordinance.

Key aspects of the Ordinance include the following:

- Differentiates between low speed vehicles and golf carts as stated in Florida Statutes
- Allows low speed vehicles to be operated on City streets under certain conditions:
  - The posted speed limit is 35 mph or less;
  - The vehicle must meet equipment standards;
  - The vehicle must be registered;
  - The driver must have a valid driver's license.
- Creates a process for the designation of a "Golf Cart Community" through either a resolution adopted by the Commission or through a Planned Development Agreement.
- Allows golf carts to be operated within and between adjacent golf cart communities under certain conditions:
  - If the golf cart meets safety requirements by Florida Statutes the hours of operation are from 5 a.m. to 10 p.m.
  - If the golf cart does not meet the safety requirements the hours of operation are from sunrise to sunset.
  - Golf carts must comply with traffic laws
- Allows golf carts to be operated on City streets under certain conditions:
  - The vehicle must meet equipment standards;
  - The posted speed is 35 mph or less;
  - Hours of operation are from sunrise to sunset;
  - Golf carts must comply with traffic laws; and
  - The operator must be at least 16 years of age.

Please note, golf carts are not allowed to cross those roads owned and maintained by Sumter County or the Florida Department of Transportation without approval from the applicable agency.

**Staff recommends approval of Ordinance O2013-48.**

A handwritten signature in blue ink, appearing to read 'JM', with a long horizontal flourish extending to the right.

Jason McHugh  
Development Services Coordinator

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**ORDINANCE NO. O2013-48**

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, AMENDING CHAPTER 12 OF THE CITY OF WILDWOOD CODE OF ORDINANCES; DEFINING LOW SPEED VEHICLES AND GOLF CARTS; ALLOWING LOW SPEED VEHICLES AND GOLF CARTS TO OPERATE ON CITY ROADS UNDER CERTAIN CONDITIONS; PROVIDING FOR THE PROCESS TO BECOME A GOLF CART COMMUNITY; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the City of Wildwood, Florida, encourages the use of alternative modes of transportation;

**WHEREAS**, the City wishes to allow the use of low speed vehicles and golf carts on City roads under certain conditions;

**WHEREAS**, the City encourages the development of golf cart communities; and

**WHEREAS**, Florida Statute differentiates between low speed vehicles and golf carts.

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

**SECTION 1.** Chapter 12 of the City of Wildwood Code is amended to include Article VI "Low Speed Vehicles and Golf Carts" as follows:

**Article VI. LOW SPEED VEHICLES AND GOLF CARTS.**

**Sec. 12-117. Low-speed vehicles.**

(a) *Definition of low-speed vehicle.* Pursuant to F.S. § 320.01(42), a low-speed vehicle is any four-wheeled electric vehicle whose top speed is greater than twenty (20) miles per hour but not greater than twenty-five (25) miles per hour, including neighborhood electric vehicles. Said vehicles must conform to the safety standards in 49 C.F.R. Section 571.500 and F.S. § 316.2122. For purposes of this section, "golf carts" as defined in F.S. § 320.01(22) or "speed modified golf carts" shall not be considered "low-speed vehicles" and shall be subject to the specific rules and regulations governing golf carts adopted by the City.

(b) *Authorization to operate low-speed vehicles.* Low-speed vehicles may be operated within the City limits where the posted speed limit is thirty-five (35) miles per hour or less. Pursuant to F.S. § 316.2122(1), this does not prohibit a low-speed vehicle from crossing a road or street at an intersection where the road or street has a posted speed limit of more than thirty-five (35) miles per hour.

(c) *Equipment and minimum standards.* According to the requirements set forth in F.S. § 316.2122, a low-speed vehicle must be equipped with headlamps, stop lamps, turn signal lamps, tail lamps, reflex reflectors, parking brakes, rearview mirrors, windshields, seat belts and vehicle identification numbers. A low-speed vehicle must be registered and insured in accordance with F.S. § 320.02. Any person operating a low-speed vehicle must have in his or her possession a valid driver's license.

(d) *Hours of operation.* Low-speed vehicles may be operated at any time.

(e) *Compliance with traffic laws.* Low-speed vehicles shall comply with all local and state traffic laws, and may be ticketed for traffic violations in the same manner as motor vehicles.

(f) *Enforcement.* The City shall have the authority to enforce the provisions set forth herein and applicable traffic laws, provided however, that the enforcement of additional rules and regulations established by communities in which they are operating shall be the sole responsibility of said communities

### **Sec. 12-118. Definition of a golf cart.**

Pursuant to F.S. § 320.01(22), a "golf cart" is defined as a motor vehicle that is designed and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding speeds of twenty (20) miles per hour.

### **Sec. 12-119. Golf cart communities.**

(a) *Adoption by resolution or Planned Development Agreement.* The City Commission may designate a subdivision or a delineated area within the City as a "golf cart community" through adoption of a resolution. Alternatively, a subdivision or other development may be considered a golf cart community if included in a Planned Development Agreement.

(b) *Consideration for a golf cart community.* In order to be considered a golf cart community, it shall be demonstrated that golf carts may be safely operated upon the streets of such community or area given the speed, volume, and character of motor vehicle traffic using the road or street. The provision of appropriate signage designating

such areas and regulating use of golf carts shall be the responsibility of each golf cart community and shall be a condition of the approving resolution or Planned Development Agreement. The City Commission may require additional information to ensure the health, safety, and well-being of the community or area.

**Sec. 12-120. Authorization to operate golf carts within and between golf cart communities.**

(a) *Authority to operate.* Golf carts meeting the definition set forth in Section 12-117 above may be operated within communities approved by the City Commission as "golf cart communities" on those streets designated for golf cart usage. Golf carts may also be operated between golf cart communities that are adjacent. The City Commission may also revoke any such approval by resolution.

(b) *Equipment and minimum standards.* All golf carts operated within golf cart communities shall meet the minimum equipment standards established by Florida Statutes. Golf carts that are operated between the hours before sunrise and after sunset, if permitted by the approving resolution, shall have additional equipment requirements, and at a minimum, must have headlights, brake lights, turn signals, a windshield, and reflective devices on the sides of the golf cart that could include reflective tape.

(c) *Hours of operation.* Golf carts meeting the minimum equipment standards established in subsection (b) above for operation between the hours before sunrise and after sunset, may be operated between the hours of 5:00 a.m. and 10:00 p.m., if permitted by the approving resolution or Planned Development Agreement. Golf carts that do not meet the minimum equipment standards for operation between the hours before sunrise and after sunset shall only be permitted to operate during the hours between sunrise and sunset.

(d) *Compliance with traffic laws.* Golf carts shall comply with all applicable local and state traffic laws, and may be ticketed for traffic violations in the same manner as motor vehicles.

(e) *Enforcement.* The city shall have the authority to enforce the provisions set forth herein and applicable traffic laws, provided however, that the enforcement of rules and regulations established by golf cart communities shall be the sole responsibility of each community.

**Sec. 12-121. Operation of golf carts on public city roads.**

(a) *Authorization to operate golf carts on public City roads.* Golf carts meeting the definition set forth in Section 12-118 may be operated on all public City roads where the posted speed limit is thirty-five (35) miles per hour or less. Public City road shall mean any thoroughfare maintained by the City that is commonly used for vehicular traffic.

(b) *Operation on public County and state roads.* Golf carts may not operate on or cross County roads unless authorized by Sumter County. Golf carts may not operate on or cross state highways unless authorized by the department of transportation pursuant to F.S. § 316.212(2).

(c) *Equipment and minimum standards.* All golf carts operated on public City roads shall meet the minimum equipment standards established by state statutes. Golf carts that are operated between the hours before sunrise and after sunset must be equipped with headlights, brake lights, rear view mirror, turn signals, and a windshield.

(d) *Hours of operation.* Golf carts meeting the equipment standards established in subsection (c) for operation between the hours before sunrise and after sunset may be operated at any time during the day or night. Golf carts that do not meet these additional standards shall only be operated during the hours between sunrise and sunset.

(e) *Compliance with traffic laws.* Golf carts shall comply with all applicable local and state traffic laws, and may be ticketed for traffic and parking violations in the same manner as motor vehicles.

(f) *Operation.* Drivers of golf carts must be at least sixteen (16) years of age. The number of occupants of a golf cart must equal the number of seats. No person is to stand while the golf cart is in motion.

(g) *Enforcement.* The City shall have the authority to enforce the provisions set forth herein and applicable traffic laws.

**SECTION 2.** If any portion of this Ordinance is declared invalid for any purpose, the remaining portion shall remain valid and in full force and effect.

**SECTION 3.** This Ordinance shall take effect upon final approval by the City Commission.

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

SEAL

ATTEST:

CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA

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

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

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

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

Approved as to form:

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

# CITY COMMISSION OF THE CITY OF WILDWOOD

## EXECUTIVE SUMMARY

**SUBJECT:** Ordinance O2013-49: Annexation of Parcel D17=007

Approval of Ordinance O2013-49

**REQUESTED ACTION:**

<input type="checkbox"/> Work Session (Report Only)	<b>DATE OF MEETING:</b>	<u>10/14/13 First Reading</u>
<input checked="" type="checkbox"/> Regular Meeting	<input type="checkbox"/> Special Meeting	<u>10/28/13 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, Piedmont Companies, LLC, has submitted a voluntary annexation application for parcel D17=007. The property totals 0.3 +/- acres and is located west of CR 105 and the west side of Walmart in the Oxford area.

This parcel is intended be part of a retail center that will include adjoining properties (Reynolds properties).

Annexation into the City is appropriate because the property is contiguous to the City limits and contained within the City's Joint Planning Area with Sumter County.

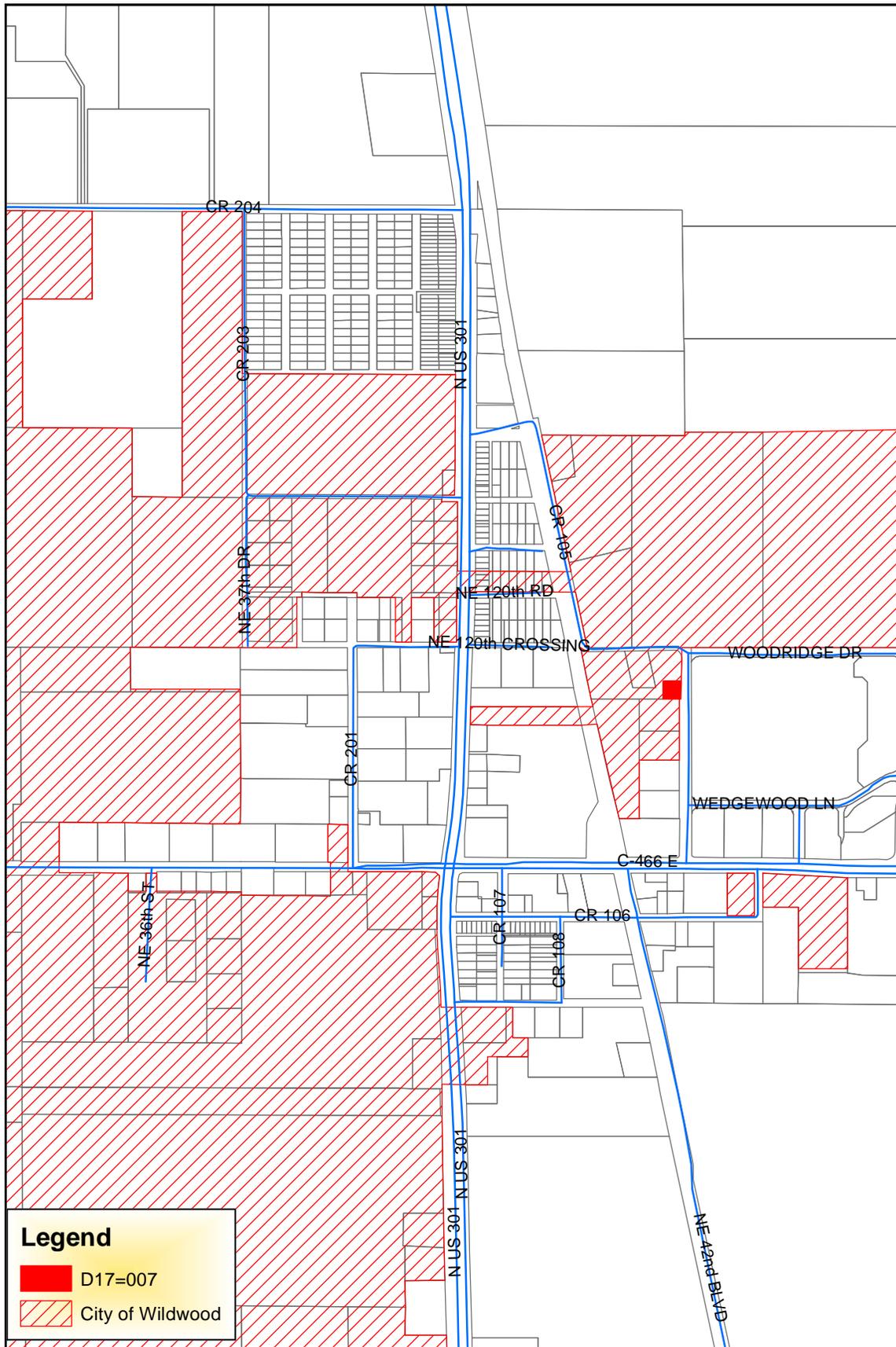
The applicant has also submitted Small Scale Comprehensive Plan Amendment and Rezoning applications for the subject property. Those applications will be brought to Commission in the near future should the Commission move to annex the property.

**Staff recommends approval of Ordinance O2013-49.**



Jason McHugh  
Development Services Coordinator





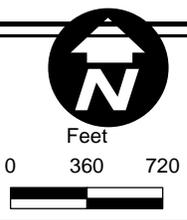
**Legend**

- D17=007
- City of Wildwood

I:\Terr\GIS\Maps\Location - D17=007.mxd - 10/8/2013 9:27:27 AM - taneal



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



<b>D17=007</b>	
<b>WILDWOOD, FLORIDA</b>	
OCTOBER 2013	LOCATION MAP

**ORDINANCE NO. O2013-49**

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROVIDING FOR THE VOLUNTARY ANNEXATION OF CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 0.3 ACRES BEING GENERALLY LOCATED ON THE WEST SIDE OF CR 105; IN SECTION 17, TOWNSHIP 18 SOUTH, RANGE 23 EAST; WHICH IS CONTIGUOUS TO THE CITY LIMITS OF THE CITY OF WILDWOOD, FLORIDA; PROVIDING THAT SECTION 1-14 OF THE CITY OF WILDWOOD CODE OF ORDINANCES IS AMENDED TO INCLUDE THE ANNEXED PROPERTY; AND PROVIDING FOR AN EFFECTIVE DATE.

Now, therefore, **BE IT ORDAINED** by the City Commission of the City of Wildwood, Florida:

**SECTION 1.** Based upon the petition of the owner of the following described real property, which is generally located on the west side of CR 105, to be annexed into the City the property is hereby annexed into the City of Wildwood pursuant to Section 171.044, Florida Statutes. The City Commission finds that the property is located within the City's Joint Planning Area with Sumter County, is contiguous to the municipal limits of the City of Wildwood, and meets all legal requirements for annexation. The annexed property lying in Sumter County, Florida owned by Ted and Toni Lovett is more particularly described as follows:

**LEGAL DESCRIPTION**

**Parcel # D17=007**  
**0.3 +/- Acres**

Begin 103 yards South of Northeast corner of Northwest  $\frac{1}{4}$  of Northwest  $\frac{1}{4}$  of Section 17, Township 18 South, Range 23 East, thence run West 105 feet, thence run North 105 feet, thence run East 105 feet, thence run South 105 feet to point of beginning, less the North 9 feet thereof, Sumter County, Florida.

AND

Begin 103 yards South of the Northeast corner of the Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 17, Township 18 South, Range 23 East, thence run West 105 feet for a point of beginning. Thence run West 20 feet; thence North 105 feet; thence East 20 feet; thence South 105 feet, to the point of beginning and close, Sumter County, Florida.

**SECTION 2.** All of the above described annexed property shall be liable for its proportionate share of the future and existing indebtedness of the City of Wildwood.

**SECTION 3.** All of the above described annexed property shall be subject to the laws and ordinance of the City of Wildwood as if this territory had been a part of the City of Wildwood at the time of passage and approval of said laws and ordinances.

**SECTION 4.** Until such time as the City amends its Comprehensive Plan, the current Sumter County zoning classification and future land use map designation will remain in full force and effect.

**SECTION 5.** Section 1-14 of the City of Wildwood Code of Ordinances is hereby amended to include the legal description of the annexed parcel pursuant to this Ordinance.

**SECTION 6.** If any portion of this Ordinance is declared invalid for any purpose, the remaining portion shall remain valid and in full force and effect.

**SECTION 7.** This Ordinance shall take effect upon final approval by the City Commission.

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

SEAL

ATTEST:

CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA

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

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

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

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

Approved as to form:

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

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## **CITY OF WILDWOOD**

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### **CITY COMMISSION REPORT**      Commission Meeting Date: Oct. 14, 2013

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Subject:                      Lot 16, Edgewater at Lakeside Landings

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

Department:                Utility Department

---

Staff Recommendation (Motion Ready): Recommend approval of the agreement between the City and Lakeside Landing to relocate the existing 12” water main by December 1, 2013 subject to the City Commission approval of Resolution No. R2013-28.

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#### **BACKGROUND:**

- The plat of Edgewater at Lakeside Landings is recorded in Plat Book 12, pages 2 and 2A of the public records of Sumter County, Florida.
- Lot 16 is a corner lot located on the corner of Regatta Blvd. and Galley Way.
- The plat provides for a 15’ wide utility easement, on the lot, adjacent to Regatta Blvd. and Galley Way.
- The original site plan, approved 10/12/12 indicates the residence would be constructed outside of the utility easement.
- The residence was actually built and encroaches on the existing utility easement.
- The Utility Department and Development Services have been working together to help the developer resolve this issue.

#### **FINDING, CONCLUSIONS AND RECOMMENDATIONS:**

##### **FINDINGS:**

- A one story residence has been constructed on Lot 16.
- The structure encroaches into the utility easement by 4.5’.
- There is an existing 12” water main located in the approximate center of the utility easement.
- The exterior west wall of the structure is approximately 3’ from the center of the 12” water main.
- The residence has sold and the closing date is October 15, 2013.

##### **CONCLUSIONS:**

- The proximity of the structure to the water main creates several issues:
  - A break in the water main could result in structural damage to the residence.

- There is insufficient room to maintain and/or repair the water main.
- There are two possible solutions to the problem:
  - Move the structure, which is not practical.
  - Move the water main towards Regatta Blvd., which is the desire of the developer and vacate that portion of the utility easement that is encroached on by the structure.

**LEGAL REVIEW:**

- The request to vacate easement and the agreement to relocate the existing water main have both been provided to the City Attorney for his review.

**RECOMMENDATIONS:**

- Staff recommends approval of the agreement between the City of Wildwood and the Developer to relocate the existing 12” water main no later than December 1, 2013.

**FISCAL IMPACT:**

- There is no fiscal impact to the City, the expense of moving the water main is the sole responsibility of the Developer.

**ALTERNATIVES:**

- None

**SUPPORT MATERIAL:**

- Copy of letter from Power Corporation dated September 30, 2013 stating their intention to relocate the water main.
- Sketch of Exhibit “A”, Lot 16 Water Main Relocation.
- Sketch of Description of portion of Utility Easement requested for vacation.
- Copy of original approved site plan, dated 10/12/12, for Lot 16.



BUILDERS & DEVELOPERS FOR OVER 30 YEARS  
3050 N. HORSESHOE DRIVE, SUITE 105. • NAPLES, FLORIDA 34104  
TELEPHONE 239-775-2230  
FAX 239-775-1398  
E-mail: powercorp1@yahoo.com

September 30, 2013

Honorable City Commission  
City of Wildwood  
100 N. Main Street  
Wildwood, Florida 34785

To the Honorable City Commission,

Power Corporation agrees to relocate an existing 12" potable waterline across Parcel 16, of Edgewater at Lakeside Landings, per plat recorded at Plat Book 12, Pages 2 and 2A, of the Public Records of Sumter County, Florida (the "Property"), in exchange for approval from the City of Wildwood for the partial vacation of a platted utility easement across the Property, all as shown on Exhibit "A" attached hereto. Power Corporation further agrees to perform the potable waterline relocation in accordance with the plan as shown on Exhibit "A" attached hereto, and to perform the work at its own cost and expense on or before December 1, 2013, but if Power Corporation shall for any reason fail to complete the potable waterline relocation on or before December 1, 2013 and in accordance with the plan as shown on Exhibit "A" attached hereto, then the City of Wildwood shall be entitled to cause the work to be done at the sole cost and expense of Power Corporation, and Power Corporation shall be fully liable to the City of Wildwood for reimbursement of the cost(s) associated with the same. Moreover, Power Corporation hereby further agrees to save, defend, hold the City of Wildwood harmless and indemnify the City from and against any and all claims, liabilities suits and/or demands for damage to any residential structures located on the Property stemming from (1) the failure of the waterline between the date of this agreement and December 1, 2013, or (2) the relocation of the potable waterline as and when contemplated herein. The agreements set forth herein are expressly conditioned upon presentation of a petition for the partial vacation of the platted utility easement affecting the Property at the October 14, 2013, City Commission meeting (the "Meeting"), and approval of the same at the Meeting, and the prompt, subsequent recording in the Official Records of Sumter County, Florida, of an approved resolution vacating a portion of the subject easement as contemplated in Exhibit "A" attached hereto.

Best regards,

A handwritten signature in blue ink, appearing to read "Matt Loiacano", with a long, sweeping underline.

Matt Loiacano  
Vice President

cc: C. Lane Wood  
Troy Locklin

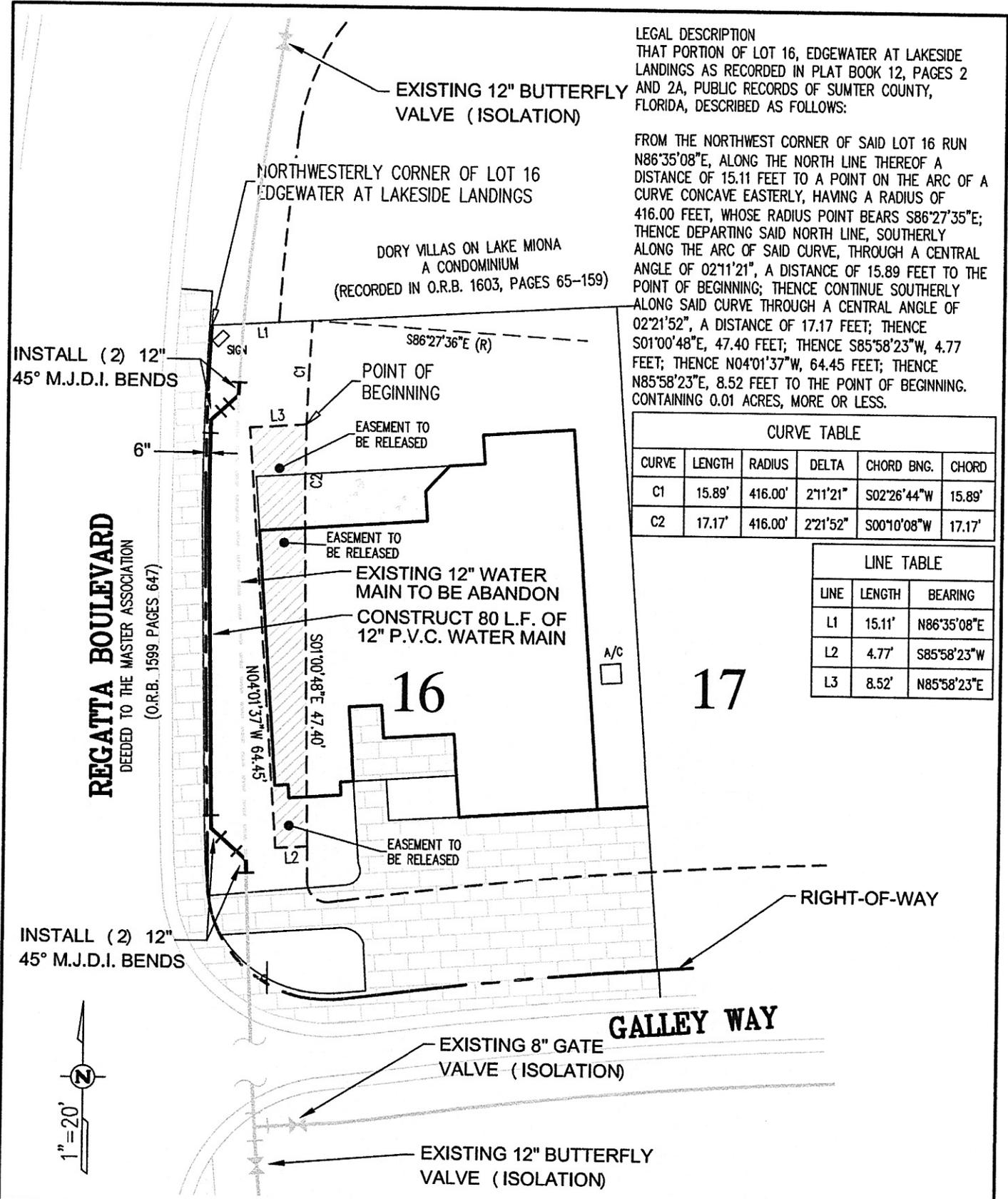
LEGAL DESCRIPTION

THAT PORTION OF LOT 16, EDGEWATER AT LAKESIDE LANDINGS AS RECORDED IN PLAT BOOK 12, PAGES 2 AND 2A, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SAID LOT 16 RUN N86°35'08"E, ALONG THE NORTH LINE THEREOF A DISTANCE OF 15.11 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 416.00 FEET, WHOSE RADIUS POINT BEARS S86°27'35"E; THENCE DEPARTING SAID NORTH LINE, SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°11'21", A DISTANCE OF 15.89 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°21'52", A DISTANCE OF 17.17 FEET; THENCE S01°00'48"E, 47.40 FEET; THENCE S85°58'23"W, 4.77 FEET; THENCE N04°01'37"W, 64.45 FEET; THENCE N85°58'23"E, 8.52 FEET TO THE POINT OF BEGINNING. CONTAINING 0.01 ACRES, MORE OR LESS.

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C1	15.89'	416.00'	2°11'21"	S02°26'44"W	15.89'
C2	17.17'	416.00'	2°21'52"	S00°10'08"W	17.17'

LINE TABLE		
LINE	LENGTH	BEARING
L1	15.11'	N86°35'08"E
L2	4.77'	S85°58'23"W
L3	8.52'	N85°58'23"E



**FORNER BAILEY AND ASSOCIATES, INC.**  
 4400 NE 83RD ROAD • WILLOWOOD, FL 34785 • (352) 748-3128

▲ ENGINEERS  
 ▲ SURVEYORS  
 ▲ PLANNERS  
 LB 4709

DATE: SEPT. 25, 2013  
 DRAWN BY: DLB  
 CHKD BY: TWL  
 FILE NAME: LOT 16  
 SHEET NO. 1

EDGEWATER AT LAKESIDE LANDINGS  
 "EXHIBIT A"  
 LOT 16 WATER MAIN RELOCATION

# SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

EXHIBIT "A"  
SHEET 1 OF 1

NORTHWEST CORNER OF LOT 16  
EDGEWATER AT LAKESIDE LANDINGS

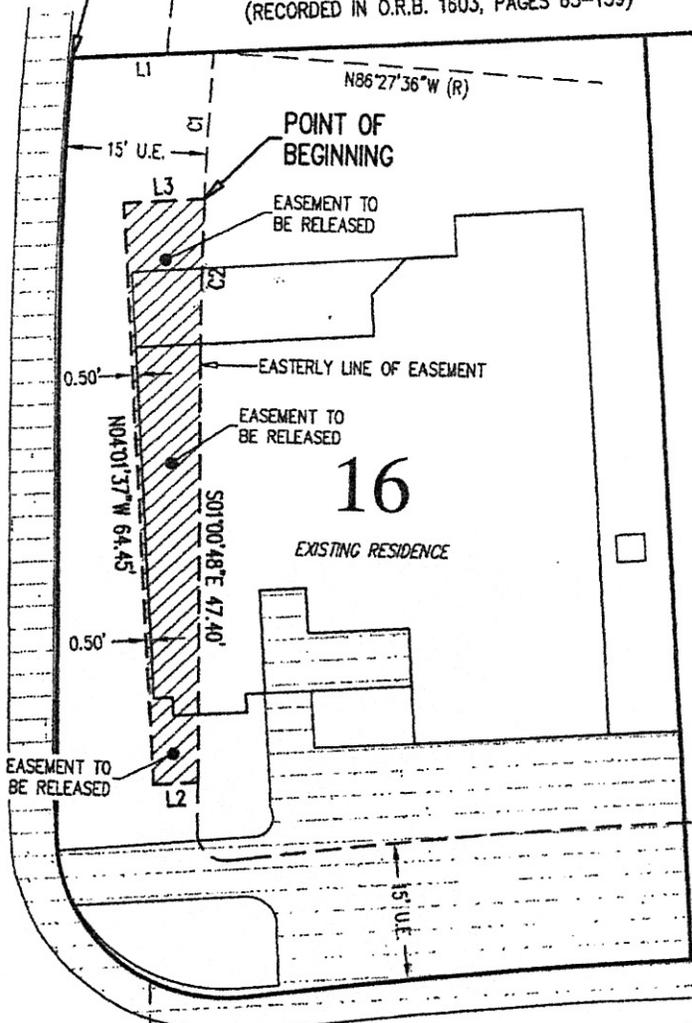
DORY VILLAS ON LAKE MIONA  
A CONDOMINIUM  
(RECORDED IN O.R.B. 1603, PAGES 65-159)

### LEGAL DESCRIPTION

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COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 16; THENCE ALONG THE NORTH LINE THEREOF RUN N86°35'08"E A DISTANCE OF 15.11 FEET TO THE EASTERLY LINE OF AFORESAID EASEMENT; SAID POINT BEING ON THE ARC OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 416.00 FEET TO WHICH A RADIAL LINE BEARS N86°27'36"W; THENCE RUN SOUTHERLY 15.89 FEET ALONG THE ARC OF SAID EASTERLY EASEMENT LINE THROUGH A CENTRAL ANGLE OF 02°11'21" TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTHERLY 17.17 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 02°21'52" TO THE POINT OF TANGENCY; THENCE CONTINUING ALONG SAID EASEMENT LINE RUN S01°00'48"E A DISTANCE OF 47.40 FEET; THENCE DEPARTING SAID EASEMENT LINE RUN S85°58'23"W A DISTANCE OF 8.52 FEET; THENCE N04°01'37"W A DISTANCE OF 64.45 FEET; THENCE N85°58'23"E A DISTANCE OF 8.52 FEET TO THE POINT OF BEGINNING.  
(CONTAINING 0.01 ACRES, MORE OR LESS).

REGATTA BOULEVARD  
DEDICATED TO THE MASTER ASSOCIATION  
(O.R.B. 1599 PAGES 647)



17

LINE TABLE		
LINE	LENGTH	BEARING
L1	15.11'	N86°35'08"E
L2	4.77'	S85°58'23"W
L3	8.52'	N85°58'23"E

CURVE TABLE					
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LEGEND	
LB	LICENSED BUSINESS
U.E.	UTILITY EASEMENT



15.5 GALLEY WAY

2/26/13  
DATE

*Kaye M. Jameson*  
KAYE M. JAMESON, PROFESSIONAL SURVEYOR & MAPPER  
FLORIDA REGISTRATION NO. 5912

### GENERAL NOTES

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A FIELD SURVEY.
3. BEARINGS ARE BASED ON THE NORTH LINE OF LOT 16 AS BEING N86°35'08"E, AN ASSUMED MERIDIAN.

**FERNER  
BARLEY  
AND ASSOCIATES, INC.**

▲ ENGINEERS  
▲ SURVEYORS  
▲ PLANNERS  
LB 4709

4450 NE 83RD ROAD - WILDWOOD, FL 34785 - (352) 748-3128



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## CITY OF WILDWOOD

### CITY COMMISSION REPORT      Commission Meeting Date: Oct. 14, 2013

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Subject:                      Resolution No. 2013-28  
   Lot 16, Edgewater at Lakeside Landings

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

Department:                Utility Department

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Staff Recommendation (Motion Ready): Recommend approval of Resolution No. R2013-28 vacating a portion of the platted utility easement located on Lot 16, Edgewater at Lakeside Landing subject to approval of the agreement to relocate said 12” water main between the City and the developer.

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#### **BACKGROUND:**

- The plat of Edgewater at Lakeside Landings is recorded in Plat Book 12, pages 2 and 2A of the public records of Sumter County, Florida.
- Lot 16 is a corner lot located on the corner of Regatta Blvd. and Galley Way.
- The plat provides for a 15’ wide utility easement, on the lot, adjacent to Regatta Blvd. and Galley Way.
- The original site plan, approved 10/12/12 indicates the residence would be constructed outside of the utility easement.
- The residence was actually built and encroaches on the existing utility easement.
- The Utility Department and Development Services have been working together to help the developer resolve this issue.

#### **FINDING, CONCLUSIONS AND RECOMMENDATIONS:**

##### **FINDINGS:**

- A one story residence has been constructed on Lot 16.
- The structure encroaches into the utility easement by 4.5’.
- There is an existing 12” water main located in the approximate center of the utility easement.
- The exterior west wall of the structure is approximately 3’ from the center of the 12” water main.
- The residence has sold and the closing date is October 15, 2013.

##### **CONCLUSIONS:**

- The proximity of the structure to the water main creates several issues:

- A break in the water main could result in structural damage to the residence.
- There is insufficient room to maintain and/or repair the water main.
- The developer has provided and the City Commission has approved an agreement requiring the developer to relocate the existing 12” water main by December 1, 2013.

**LEGAL REVIEW:**

- The request to vacate easement and the agreement to relocate the existing water main have both been provided to the City Attorney for his review.

**RECOMMENDATIONS:**

- Staff recommends approval of Resolution No. R2013-28 subject to approval of the referenced agreement.

**FISCAL IMPACT:**

- There is no fiscal impact to the City, the expense of moving the water main is the sole responsibility of the Developer.

**ALTERNATIVES:**

- None

**SUPPORT MATERIAL:**

- Copy of letter from Power Corporation dated September 30, 2013 stating their intention to relocate the water main.
- Sketch of Exhibit “A”, Lot 16 Water Main Relocation.
- Sketch of Description of portion of Utility Easement requested for vacation.
- Copy of original approved site plan, dated 10/12/12, for Lot 16.

CITY OF WILDWOOD  
PETITION TO ABANDON/TERMINATE A PORTION OF A PLATTED UTILITY  
EASEMENT

TO: HONORABLE CITY COMMISSION  
CITY OF WILDWOOD  
WILDWOOD, FLORIDA

I/we, the undersigned, being the owner(s) of the properties described and shown below, adjoining and abutting the easement hereinafter described respectfully request and petition the City Commission to renounce, quit claim, and disclaim any right of the City of Wildwood or the public in and to the following described easement and on the attached Exhibit A.

Legal Description of the Easement to be abandoned:

THAT PORTION OF A 15-FOOT WIDE UTILITY EASEMENT LYING WITHIN LOT 16, EDGEWATER AT LAKESIDE LANDINGS, AS RECORDED IN PLAT BOOK 12, PAGES 2 AND 2A, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 16; THENCE ALONG THE NORTH LINE THEREOF RUN N86°35'08"E A DISTANCE OF 15.11 FEET TO THE EASTERLY LINE OF AFORESAID EASEMENT; SAID POINT BEING ON THE ARC OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 416.00 FEET TO WHICH A RADIAL LINE BEARS N86°27'36"W; THENCE RUN SOUTHERLY 15.89 FEET ALONG THE ARC OF SAID EASTERLY EASEMENT LINE THROUGH A CENTRAL ANGLE OF 02°11'21" TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTHERLY 17.17 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 02°21'52" TO THE POINT OF TANGENCY; THENCE CONTINUING ALONG SAID EASEMENT LINE RUN S01°00'48"E A DISTANCE OF 47.40 FEET; THENCE DEPARTING SAID EASEMENT LINE RUN S85°58'23"W A DISTANCE OF 8.52 FEET; THENCE N04°01'37"W A DISTANCE OF 64.45 FEET; THENCE N85°58'23"E A DISTANCE OF 8.52 FEET TO THE POINT OF BEGINNING.

(CONTAINING 0.01 ACRES, MORE OR LESS).

In support of said petition, petitioner(s) respectfully show:

1. That said easement is not included within any unincorporated portion of the State of Florida.
2. That said easement is not part of any state, county, or federal highway.

3. That the described portion of said easement to be terminated/abandoned contains no public utilities.
4. That abandoning a portion of said easement, above described, will not interfere with any road system and will not deprive any person or persons owning property near or adjacent thereto of reasonable means of ingress and egress to any property or existing public roadways.
5. That the petitioner(s) is(are) the owners(s) of properties abutting said easement and wish to abandon/terminate a portion of said easement for the following reasons:

WHEREFORE, petitioner(s) pray that this petition to abandon/terminate said easement be accepted and filed, and that a proper resolution be prepared authorizing the publication of notice of hearing of said petition at a meeting to be determined by the City Commission of the City of Wildwood, Florida, and after hearing, that a portion of said easement be abandoned/terminated.

Respectfully submitted this 7th day of October, 2013.

Petitioner's Name(s) Power Corporation

Mailing Address(es) 10052 Regatta Blvd., Oxford, Florida 34484

Telephone Numbers(s) 352-330-1144

Petitioner's Signature(s) \_\_\_\_\_  
Matt Loiacano, Vice President

RESOLUTION NO.: R2013-28

A RESOLUTION OF THE CITY OF WILDWOOD, FLORIDA PROVIDING FOR THE VACATION OF AN EASEMENT ON A PORTION OF LOT 16, EDGEWATER AT LAKESIDE LANDINGS; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED:

SECTION 1. Power Corporation, a Florida corporation, is the fee simple owner of Lot 16, more specifically described as follows:

THAT PORTION OF A 15-FOOT WIDE UTILITY EASEMENT LYING WITHIN LOT 16, EDGEWATER AT LAKESIDE LANDINGS, AS RECORDED IN PLAT BOOK 12, PAGES 2 AND 2A, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

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(CONTAINING 0.01 ACRES, MORE OR LESS).

and the vacation of the easement as described herein will not affect the ownership or right of convenient access to persons owning property abutting Lot 16 in Edgewater.

SECTION 2. It appears that all presently owed state and county taxes on Lot 16 of Edgewater have been paid; and that due and proper notice of petitioners' intent to apply to vacate the easement located on Lot 16 has been given as required by law.

SECTION 3. The described portion of the easement on Lot 16 is herewith vacated and a certified copy of this Resolution shall be recorded in the public records of Sumter County, Florida.

SECTION 4. This Resolution shall take effect immediately upon its final adoption by the City Commission of Wildwood, Florida.

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

S E A L

CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA

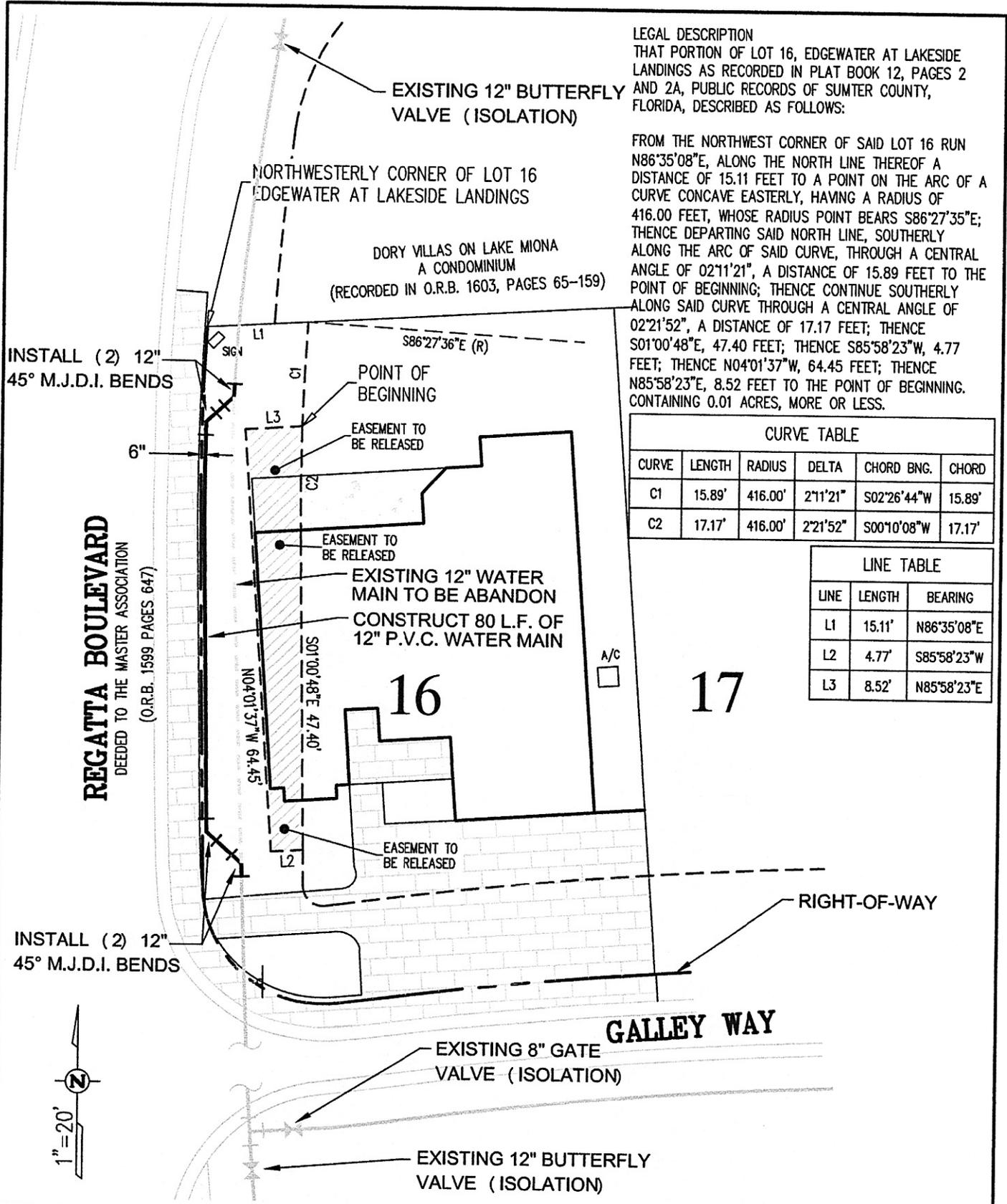
ATTEST: \_\_\_\_\_  
Joseph Jacobs, City Clerk

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

LEGAL DESCRIPTION  
 THAT PORTION OF LOT 16, EDGEWATER AT LAKESIDE LANDINGS AS RECORDED IN PLAT BOOK 12, PAGES 2 AND 2A, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:  
 FROM THE NORTHWEST CORNER OF SAID LOT 16 RUN N86°35'08"E, ALONG THE NORTH LINE THEREOF A DISTANCE OF 15.11 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 416.00 FEET, WHOSE RADIUS POINT BEARS S86°27'35"E; THENCE DEPARTING SAID NORTH LINE, SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°11'21", A DISTANCE OF 15.89 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°21'52", A DISTANCE OF 17.17 FEET; THENCE S01°00'48"E, 47.40 FEET; THENCE S85°58'23"W, 4.77 FEET; THENCE N04°01'37"W, 64.45 FEET; THENCE N85°58'23"E, 8.52 FEET TO THE POINT OF BEGINNING. CONTAINING 0.01 ACRES, MORE OR LESS.

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CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
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**REGATTA BOULEVARD**  
 DEEDED TO THE MASTER ASSOCIATION  
 (O.R.B. 1599, PAGES 647)

DORY VILLAS ON LAKE MONA  
 A CONDOMINIUM  
 (RECORDED IN O.R.B. 1603, PAGES 65-159)

EXISTING 12" WATER MAIN TO BE ABANDON  
 CONSTRUCT 80 L.F. OF 12" P.V.C. WATER MAIN

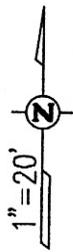
16

17

**GALLEY WAY**

INSTALL (2) 12" 45° M.J.D.I. BENDS

INSTALL (2) 12" 45° M.J.D.I. BENDS



**FORNER BAILEY AND ASSOCIATES, INC.**  
 4400 NE 83RD ROAD • WILLOWOOD, FL 34785 • (352) 748-3128

▲ ENGINEERS  
 ▲ SURVEYORS  
 ▲ PLANNERS  
 LB 4709

DATE: SEPT. 25, 2013  
 DRAWN BY: DLB  
 CHKD BY: TWL  
 FILE NAME: LOT 16  
 SHEET NO. 1

**EDGEWATER AT LAKESIDE LANDINGS**  
**"EXHIBIT A"**  
**LOT 16 WATER MAIN RELOCATION**

# SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

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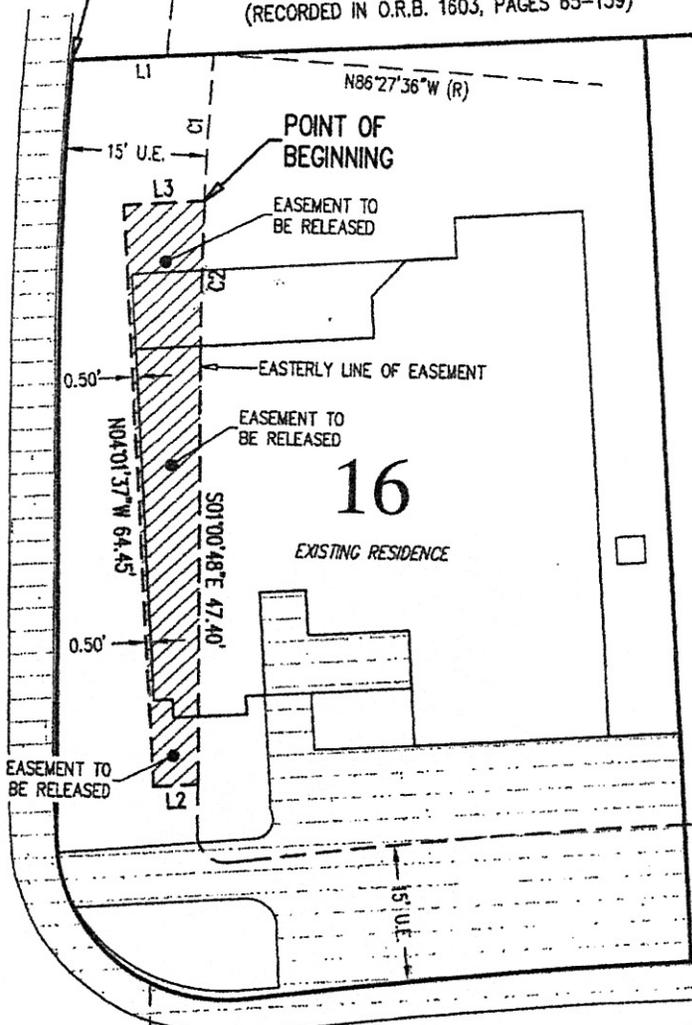
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LB	LICENSED BUSINESS
U.E.	UTILITY EASEMENT



15.5 GALLEY WAY

2/26/13  
DATE

*Kaye M. Jameson*  
KAYE M. JAMESON, PROFESSIONAL SURVEYOR & MAPPER  
FLORIDA REGISTRATION NO. 5912

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▲ ENGINEERS  
▲ SURVEYORS  
▲ PLANNERS  
LB 4709

4450 NE 83RD ROAD - WILDWOOD, FL 34785 - (352) 748-3128





**LEGAL REVIEW: N/A**

**RECOMMENDATIONS:**

- Staff recommends approval of the purchase from Sanders Company.

**FISCAL IMPACT:**

- This is a non-budgeted item.
- Funding will be from Account No. 0401 0036 0536 0460 (Repair and Maintenance)

**ALTERNATIVES:**

- This is a crucial piece of equipment and is a necessary expense to maintain an uninterrupted supply to the northern end of the system.

**SUPPORT MATERIAL:**

- Copy of Sanders Company, Inc. "Scope of Supply" dated August 20, 2013.
- Danfoss quotation no. 20031254 dated August 23, 2013.



**SCOPE OF SUPPLY**

Date: September 23, 2013

Project: CR 214 WTP VFD replacement

City of Wildwood Mark Odell

In accordance with the attached Terms and Conditions, Sanders Company is pleased to offer the following materials/services for the above referenced project. While our complete offering is detailed in this submission, purchase orders directly to manufacturers may be required when ordering.

**PRICE, DELIVERY AND TERMS OF OFFERING**

Prices submitted are for equipment/services specifically listed within this Scope of Supply which constitute our complete offering; Sections may be referenced for identification and clarification only and **does not imply the Section is offered in its entirety.**

FC202 AQUA Series Drive Panels: Qty. 1 – 60 HP

(1) FC202, 60 HP, 40 A, 480V, 3-phase

Enclosure: NEMA 1 enclosure with front-mount forced air cooling thermostatically controlled

Communication: Modbus RTU (embedded)

Integral class A2 RFI filter

Main circuit breaker disconnect

Drive input fuses

Conformal coated boards

Two contactor soft starter bypass with soft starter fusing and internal shunt contactor

Control power transformer, fused

Graphical keypad and MCD keypad – both to be mounted on panel door

Additional pilot devices mounted on panel door (30mm):

- Hand/Off/Auto selector switch
- Drive/Off/Bypass selector switch

65K SCCR panel rating

Built in dual DC link reactors equivalent to 5% line reactors in terms of harmonic mitigation

Capable of 110% overload for 60 seconds for both constant and variable torque loads

Pricing:

Drive with SSRV Bypass	\$ 9,907.00
Six year warranty	\$ 1,400.00
Installation	\$ 1,150.00



**PRICE:** SEE ABOVE PLUS **TAX if applicable.** FOB factory with freight allowed to jobsite, shipped via standard commercial carrier.

**DELIVERY:** 3-4 weeks After complete and acceptable approval is received in the Stuart offices of Sanders Company, Inc.

**SUBMITTAL FOR APPROVAL:** 1-2 weeks After acceptable purchase Agreement is received in the Stuart offices of Sanders Company, Inc.

**SCI form 575 Terms and Conditions, which is attached, is an integral part of this offering.**

Thank you for the opportunity to offer this Scope of Supply.  
Please contact me with any questions and/or comments regarding this offering.

***Ron Robinette***

**Sales**

**Cell 321-229-7643 Stuart office 800-247-0880**

**[Ron@Mrsewage.com](mailto:Ron@Mrsewage.com)**



2816 Southeast Monroe Street  
Stuart, Florida 34997  
772.220.2900

### **TERMS AND CONDITIONS**

**Sanders Company, Inc.**  
2816 SE Monroe St  
Stuart, FL 34997

AN ORDER WILL CONSTITUTE A CONTRACT BETWEEN THE COMPANY AND THE BUYER WHEN ACCEPTED IN WRITING BY THE COMPANY AT ITS HOME OFFICE IN STUART FLORIDA. A CONTRACT RESULTING FROM THE ACCEPTANCE OF AN ORDER MAY BE CANCELED OR ALTERED BY THE BUYER ONLY IF AGREED TO IN WRITING BY THE COMPANY AT ITS HOME OFFICE SUBJECT TO PAYMENT OF REASONABLE CHARGES NECESSARY TO PROTECT THE COMPANY FROM LOSS. UNTIL ACCEPTED, AS PROVIDED HEREIN, AN ORDER SHALL CONSTITUTE AN OFFER TO PURCHASE. NEITHER THE ACCEPTANCE OF ANY DEPOSIT MADE WITH AN ORDER NOR THE CASHING OF ANY CHECK OR OTHER INSTRUMENT THEREFOR, NOR THE HOLDING OF SUCH DEPOSIT BY THE COMPANY SHALL BE DEEMED AN ACCEPTANCE OF AN ORDER, BUT IF THE ORDER IS NOT ACCEPTED, THE COMPANY WILL PROMPTLY REFUND SUCH DEPOSIT. THE COMPANY SHALL NOT BE LIABLE FOR ANY FAILURE TO MAKE DELIVERY OR OTHER DEFAULT BY REASON OF ANY OCCURRENCE OR CONTINGENCY BEYOND THE REASONABLE CONTROL OF THE COMPANY OR OF ANY OF ITS SOURCES OF SUPPLY. IN THE EVENT OF ANY SUCH OCCURRENCE OR CONTINGENCY THE COMPANY MAY EXTEND DELIVERY SCHEDULES OR MAY, AT ITS OPTION, CANCEL THE ORDER IN WHOLE OR IN PART WITHOUT LIABILITY OTHER THAN TO RETURN ANY DEPOSIT OR PRE-PAYMENT. SHOULD THE WHOLE ORDER BE CANCELED, THE BUYER WILL REIMBURSE THE COMPANY FOR ALL TAXES, EXPENSES AND SIMILAR CHARGES BASED UPON OR MEASURED BY THE PRODUCTION, STORAGE, SALE, TRANSPORTATION OR USE OF THE PRODUCTS DESCRIBED HEREIN. THE COMPANY SHALL NOT BE BOUND BY ANY TERMS, CONDITIONS, OR REPRESENTATIONS WHICH ARE NOT STATED HEREIN. THE COMPANY SHALL NOT BE OBLIGATED TO PERFORM HEREUNDER IF AT ANY TIME: BUYER'S CREDIT RATING BECOMES IMPAIRED. THE COMPANY SHALL RETAIN A SECURITY INTEREST IN THE PRODUCTS/SERVICES SUPPLIED HEREUNDER TO SECURE PERFORMANCE OF BUYER'S OBLIGATIONS AND BUYER SHALL EXECUTE ALL FINANCING STATEMENTS AND OTHER INSTRUMENTS THAT THE COMPANY DEEMS NECESSARY TO PERFECT ITS SECURITY INTEREST. IF THE BUYER DEFAULTS IN ANY OF ITS OBLIGATIONS HEREUNDER OR IS UNABLE TO PAY ITS DEBTS AS THEY MATURE, THE COMPANY SHALL HAVE THE RIGHT TO REPOSSESS THE PRODUCTS WITH OR WITHOUT RESORT TO LEGAL PROCESS. ACCEPTANCE OF THIS SUBMISSION ACKNOWLEDGES THAT EQUIPMENT LISTED IS IN COMPLIANCE WITH THE PLANS AND SPECIFICATIONS OR IS ACCEPTED AS AN EQUAL TO THE PLANS AND SPECIFICATIONS. **THE FOREGOING TERMS AND CONDITIONS WILL PREVAIL NOTWITHSTANDING ANY VARIANCE WITH THE TERMS AND CONDITIONS OF BUYER'S ORDER FOR THE PRODUCTS.**

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SOLE



**Information:**

Quotation # 30075678  
Project Name Orange County Utilities – Master Pump Station Improvements  
Document Date September 24, 2013  
Lead Time 6 – 8 weeks after approval  
Freight Terms FOB: Factory  
Payment Terms Net due in 30 days

*Danfoss is pleased to quote the following per your request:*

**TOTAL PACKAGE PRICE = \$12,643.00**

*Package to include: VFD Panel, 6-Year DrivePro-Tection Onsite Warranty*

**FC202 AQUA Series Drive Panels: Qty. 1 – 60 HP**

(1) FC202, 60 HP, 80 A, 480V, 3-phase  
Enclosure: NEMA 1 (approx. 60"H x 36"W x 16"D) wall-mount enclosure with front-mount forced air cooling thermostatically controlled  
Communication: Modbus RTU (embedded)  
Integral class A2 RFI filter  
Main circuit breaker disconnect  
Drive input fuses  
Conformal coated boards  
Two contactor soft starter bypass with soft starter fusing and internal shunt contactor  
Control power transformer, fused  
Graphical keypad and MCD keypad – both to be mounted on panel door  
Additional pilot devices mounted on panel door (30mm):

- Hand/Off/Auto selector switch
- Drive/Off/Bypass selector switch

65K SCCR panel rating  
Built in dual DC link reactors equivalent to 5% line reactors in terms of harmonic mitigation  
Capable of 110% overload for 60 seconds for both constant and variable torque loads

*Thank you for your interest in Danfoss products and services! We sincerely appreciate your business!*

Best regards,  
**Judy Finch**  
Inside Sales Engineer

**Danfoss**

**VLT Drives**

Water Business Segment  
4401 N. Bell School Rd. Loves Park, IL USA 61111  
Tel: +1 815 639.8849 / Mobile: 1 815 980.4475  
Fax: +1 815 639.8002  
email: [jfinch@danfoss.com](mailto:jfinch@danfoss.com)  
[www.danfossdrives.com](http://www.danfossdrives.com)

OUR STANDARD TERMS TO BE APPLIED IN REFERENCE TO THIS PROPOSAL -- See  
[http://www.danfoss.com/north\\_america/businessareas/drivesolutions/danfoss+llc+general+terms+and+conditions+of+sale.htm](http://www.danfoss.com/north_america/businessareas/drivesolutions/danfoss+llc+general+terms+and+conditions+of+sale.htm)

**Danfoss Drives; North American Motion Controls**  
**Danfoss Water and Wastewater**  
4401 North Bell School Road, Loves Park, IL 61111, USA  
Telephone: +1 815-639-8600; Telefax: +1 815-639-8002



Zimbra

aborrack@wildwood-fl.gov

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**pest prevention proposal**

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**From :** Chris Chatham  
<cchatham@masseysecurities.com>

Tue, Sep 17, 2013 08:52 AM

**Subject :** pest prevention proposal

**To :** Alice Borrack (aborrack@wildwood-fl.gov)  
<aborrack@wildwood-fl.gov>

Below is the pricing proposal for monthly interior and exterior pest prevention for the locations listed. The service includes protection against ants, roaches, silverfish, rats, mice, occasional invaders and crawling insects. Anytime in between monthly visits if there is an issue at any property we will respond within 24 hours at no charge.

310 palmer dr: \$20  
4027 CR 106: \$20  
6500 Powell Rd: \$35  
101 Martin Luther King Jr. Blvd: \$10  
100 E Wonders St: \$20  
100 E Huey St: \$25  
1290 Industrial Dr: \$25  
100 N. Main St: \$50  
410 Grey St: \$20  
6106 C-44A: \$35  
1300 Huey St: \$15

Total monthly charge for all buildings: \$275

**Chris Chatham**  
**Service Manager**  
**Leesburg SC 11**  
**352-326-4201 office**  
**352-516-9486 cell**  
**352-326-5610 fax**



# PEST PREVENTION SERVICE AGREEMENT

NO. 23104

## SERVICE ADDRESS

## BILLING ADDRESS

City of Wildwood - Annex City Hall  
 Business Name  
 100 E. Wanders St.  
 Property Address  
 Wildwood FL Sumter 34785  
 City State County Zip  
 ( ) 330-1331  
 Phone (Extension) Date of Agreement

( )  
 Contact Name (Agent) Phone  
 100 N. Main St.  
 Mailing Address  
 Wildwood FL 34785  
 City State Zip  
 sborack @ wildwood-fl.gov  
 Email

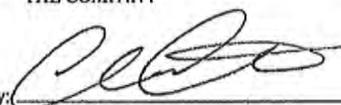
Business Type: \_\_\_\_\_ Service Frequency \_\_\_\_\_ Grid # \_\_\_\_\_

- SCOPE OF WORK**  
 PrevenTech will provide pest prevention services for:  Roaches  Ants  Mice  Rats  Pantry Pests  Fruit Flies  Drain Flies
- AREAS TO BE SERVICED**  
 Int/Ext
- SERVICE SCHEDULE**  
 A. Initial Service Schedule \_\_\_\_\_ Follow-Up Service on Initial \_\_\_\_\_  
 B. Regular Service Schedule \_\_\_\_\_
- CUSTOMER COOPERATION**  
 Effective Pest Prevention requires a well-sealed structure, quality hygiene, sanitation and storage practices in order to achieve a pest-free environment. We must have your cooperation in accomplishing the following:  
 A. Maintaining a clean facility and promptly correcting any structural problems and deficiencies in hygiene, sanitation, and storage practices noted on our Inspection Service Reports.  
 B. Arranging for Service Technician(s) access to the premises and access to all locked areas.
- INSURANCE**  
 PrevenTech carries comprehensive General Liability Insurance. Upon request, we will furnish a "Certificate of Insurance" showing coverage in effect.
- TERMS OF AGREEMENTS**  
 A. This Agreement will be effective for an original period of twenty four (24) months and, unless written notice is given by either party thirty (30) days prior to the anniversary date of the agreement, it shall renew itself from month to month thereafter.  
 B. IF THE COMPANY is at any time dissatisfied with PrevenTech's service, THE COMPANY may cancel service upon giving sixty (60) days written notice.
- GUARANTEED SATISFACTION**  
 See reverse side of this agreement for explanation of PrevenTech's Pest Prevention Guarantee.

1ST YEAR SERVICE CHARGES		2ND YEAR SERVICE CHARGES		Equipment	
Initial Service Charge	\$ 20			Items Purchased:	
Monthly Service Charge	\$ 20	Monthly Service Charge	\$ 20	# Purchased:	
Annual Amount	240	Annual Amount	\$ 240	x \$ _____ EA =	\$ _____
5% Discount for Advance Payment	\$ ( 12 )	5% Discount for Advance Payment	\$ ( 12 )	x \$ _____ EA =	\$ _____
Discounted Annual Amount	228	Discounted Annual Amount	228	+ Sales Tax	\$ _____
Sales Tax 7%	\$ 16.8	Sales Tax 7%	\$ 16.8	Total	\$ _____
Am't Remitted w/Agreement	\$ _____	NOTE: PrevenTech reserves the right to adjust the monthly service charge after the second year of this agreement and at any time due to structural additions and/or modifications.			

- PAYMENT TERMS**  
 A. Method of payment  Year in Advance Payment less 5% discount  Upon Receipt of Monthly Invoice  Remit to Service Technician  
 B. Invoices are mailed the beginning of each month and will include the current month's charge. All invoices are due and payable within 30 days.  
 C. A late fee of one and one-half percent (1.5%) will be assessed monthly on all account balances over 30 days.

3609 W. Main St.  
 PrevenTech Address  
 Leesburg FL 34748  
 City State Zip  
 352-326-4201  
 Phone  
 Approved by: PrevenTech General Manager Date

Accepted for: \_\_\_\_\_ Date \_\_\_\_\_  
 THE COMPANY  
 Approved by:  Date 9-16-17  
 PrevenTech



# PEST PREVENTION SERVICE AGREEMENT

No. 19380

## SERVICE ADDRESS

## BILLING ADDRESS

City of Wildwood - Baker House  
 Business Name  
6106 C-449  
 Property Address  
Wildwood FL Sumter 34785  
 City State County Zip  
 ( )  
 Phone (Extension) Date of Agreement

( )  
 Contact Name (Agent) Phone  
100 N. Main St.  
 Mailing Address  
Wildwood FL 34785  
 City State Zip  
sbarrack@wildwood-fl.gov  
 Email

Business Type: \_\_\_\_\_ Service Frequency \_\_\_\_\_ Grid # \_\_\_\_\_

1. SCOPE OF WORK  
 PrevenTech will provide pest prevention services for:  Roaches  Ants  Mice  Rats  Pantry Pests  Fruit Flies  Drain Flies

2. AREAS TO BE SERVICED  
Entire

3. SERVICE SCHEDULE  
 A. Initial Service Schedule \_\_\_\_\_ Follow-Up Service on Initial \_\_\_\_\_  
 B. Regular Service Schedule \_\_\_\_\_

4. CUSTOMER COOPERATION  
 Effective Pest Prevention requires a well-sealed structure, quality hygiene, sanitation and storage practices in order to achieve a pest-free environment. We must have your cooperation in accomplishing the following:  
 A. Maintaining a clean facility and promptly correcting any structural problems and deficiencies in hygiene, sanitation, and storage practices noted on our Inspection Service Reports.  
 B. Arranging for Service Technician(s) access to the premises and access to all locked areas.

5. INSURANCE  
 PrevenTech carries comprehensive General Liability Insurance. Upon request, we will furnish a "Certificate of Insurance" showing coverage in effect.

6. TERMS OF AGREEMENTS  
 A. This Agreement will be effective for an original period of twenty four (24) months and, unless written notice is given by either party thirty (30) days prior to the anniversary date of the agreement, it shall renew itself from month to month thereafter.  
 B. If THE COMPANY is at any time dissatisfied with PrevenTech's service, THE COMPANY may cancel service upon giving sixty (60) days written notice.

7. GUARANTEED SATISFACTION  
 See reverse side of this agreement for explanation of PrevenTech's Pest Prevention Guarantee.

8. 1ST YEAR SERVICE CHARGES		2ND YEAR SERVICE CHARGES		Equipment	
Initial Service Charge	\$ 35			Items Purchased:	
Monthly Service Charge	\$ 35	Monthly Service Charge	\$ 35	# Purchased:	
Annual Amount	420	Annual Amount	\$ 420	x \$ _____ EA =	\$ _____
5% Discount for Advance Payment	\$( 21 )	5% Discount for Advance Payment	\$( 21 )	x \$ _____ EA =	\$ _____
Discounted Annual Amount	399	Discounted Annual Amount	399	+ Sales Tax	\$ _____
Sales Tax 7%	\$ 29.40	Sales Tax 7%	\$ 29.40	Total	\$ _____
Amt Remitted w/Agreement	\$ _____	NOTE: PrevenTech reserves the right to adjust the monthly service charge after the second year of this agreement and at any time due to structural additions and/or modifications.			

9. PAYMENT TERMS  
 A. Method of payment  Year in Advance Payment less 5% discount  Upon Receipt of Monthly Invoice  Remit to Service Technician  
 B. Invoices are mailed the beginning of each month and will include the current month's charge. All invoices are due and payable within 30 days.  
 C. A late fee of one and one-half percent (1.5%) will be assessed monthly on all account balances over 30 days.

3609 W. Main St.  
 PrevenTech Address  
Leesburg FL 34748  
 City State Zip  
352-326-4201  
 Phone

Accepted for: \_\_\_\_\_ Date \_\_\_\_\_  
 THE COMPANY  
  
 Approved by: \_\_\_\_\_ Date 9-16-13  
 PrevenTech

Approved by: PrevenTech General Manager \_\_\_\_\_ Date \_\_\_\_\_



# PEST PREVENTION SERVICE AGREEMENT

NO. 19381

## SERVICE ADDRESS

## BILLING ADDRESS

City of Wildwood - Baseball Concession  
 Business Name  
1300 Huey St.  
 Property Address  
Wildwood FL Sumter 34748  
 City State County Zip  
 ( ) 330-1331  
 Phone (Extension) Date of Agreement

( )  
 Contact Name (Agent) Phone  
100 N. Main St.  
 Mailing Address  
Wildwood FL 34748  
 City State Zip  
aborrack @ wildwood-fl.gov  
 Email

Business Type: \_\_\_\_\_ Service Frequency \_\_\_\_\_ Grid # \_\_\_\_\_

- SCOPE OF WORK**  
PrevenTech will provide pest prevention services for:  Roaches  Ants  Mice  Rats  Pantry Pests  Fruit Flies  Drain Flies
- AREAS TO BE SERVICED**  
Int/Ext
- SERVICE SCHEDULE**  
A. Initial Service Schedule \_\_\_\_\_ Follow-Up Service on Initial \_\_\_\_\_  
B. Regular Service Schedule \_\_\_\_\_
- CUSTOMER COOPERATION**  
Effective Pest Prevention requires a well-sealed structure, quality hygiene, sanitation and storage practices in order to achieve a pest-free environment. We must have your cooperation in accomplishing the following:  
A. Maintaining a clean facility and promptly correcting any structural problems and deficiencies in hygiene, sanitation, and storage practices noted on our Inspection Service Reports.  
B. Arranging for Service Technician(s) access to the premises and access to all locked areas.
- INSURANCE**  
PrevenTech carries comprehensive General Liability Insurance. Upon request, we will furnish a "Certificate of Insurance" showing coverage in effect.
- TERMS OF AGREEMENTS**  
A. This Agreement will be effective for an original period of twenty four (24) months and, unless written notice is given by either party thirty (30) days prior to the anniversary date of the agreement, it shall renew itself from month to month thereafter.  
B. If THE COMPANY is at any time dissatisfied with PrevenTech's service, THE COMPANY may cancel service upon giving sixty (60) days written notice.
- GUARANTEED SATISFACTION**  
See reverse side of this agreement for explanation of PrevenTech's Pest Prevention Guarantee.

8. 1ST YEAR SERVICE CHARGES		2ND YEAR SERVICE CHARGES		Equipment	
Initial Service Charge	\$ <u>15</u>			Items Purchased:	
Monthly Service Charge	\$ <u>15</u>	Monthly Service Charge	\$ <u>15</u>	# Purchased:	
Annual Amount	<u>180</u>	Annual Amount	\$ <u>180</u>	x \$ _____ EA =	\$ _____
5% Discount for Advance Payment	\$ ( <u>9</u> )	5% Discount for Advance Payment	\$ ( <u>9</u> )	x \$ _____ EA =	\$ _____
Discounted Annual Amount	<u>171</u>	Discounted Annual Amount	<u>171</u>	+ Sales Tax	\$ _____
Sales Tax <u>7%</u>	\$ <u>12.60</u>	Sales Tax <u>7%</u>	\$ <u>12.60</u>	Total	\$ _____
Amt Remitted w/Agreement	\$ _____	NOTE: PrevenTech reserves the right to adjust the monthly service charge after the second year of this agreement and at any time due to structural additions and/or modifications.			

- PAYMENT TERMS**  
 A. Method of payment  Year in Advance Payment less 5% discount  Upon Receipt of Monthly Invoice  Remit to Service Technician  
 B. Invoices are mailed the beginning of each month and will include the current month's charge. All invoices are due and payable within 30 days.  
 C. A late fee of one and one-half percent (1.5%) will be assessed monthly on all account balances over 30 days.

3609 W. MAIN ST.  
 PrevenTech Address  
Leesburg FL 34748  
 City State Zip  
352-326-4201  
 Phone  
 Approved by: PrevenTech General Manager Date

Accepted for: \_\_\_\_\_ Date \_\_\_\_\_  
 THE COMPANY  
  
 Approved by: PrevenTech Date 9-16-13



# PEST PREVENTION SERVICE AGREEMENT

NO. 23111

**SERVICE ADDRESS**

**BILLING ADDRESS**

City of Wildwood - City Hall  
 Business Name  
 100 W. Main St.  
 Property Address  
 Wildwood FL Sumter 34785  
 City State County Zip  
 ( ) 330-1351  
 Phone (Extension) Date of Agreement

( )  
 Contact Name (Agent) Phone  
 100 W. Main St.  
 Mailing Address  
 Wildwood FL 34785  
 City State Zip  
 Aborrock @ Wildwood-Al.gov  
 Email

Business Type: \_\_\_\_\_ Service Frequency: \_\_\_\_\_ Grid #: \_\_\_\_\_

**1. SCOPE OF WORK**

PrevenTech will provide pest prevention services for:  Roaches  Ants  Mice  Rats  Pantry Pests  Fruit Flies  Drain Flies

**2. AREAS TO BE SERVICED**

**3. SERVICE SCHEDULE**

A. Initial Service Schedule \_\_\_\_\_ Follow-Up Service on Initial \_\_\_\_\_  
 B. Regular Service Schedule \_\_\_\_\_

**4. CUSTOMER COOPERATION**

Effective Pest Prevention requires a well-sealed structure, quality hygiene, sanitation and storage practices in order to achieve a pest-free environment. We must have your cooperation in accomplishing the following:

- A. Maintaining a clean facility and promptly correcting any structural problems and deficiencies in hygiene, sanitation, and storage practices noted on our Inspection Service Reports.
- B. Arranging for Service Technician(s) access to the premises and access to all locked areas.

**5. INSURANCE**

PrevenTech carries comprehensive General Liability Insurance. Upon request, we will furnish a "Certificate of Insurance" showing coverage in effect.

**6. TERMS OF AGREEMENTS**

- A. This Agreement will be effective for an original period of twenty four (24) months and, unless written notice is given by either party thirty (30) days prior to the anniversary date of the agreement, it shall renew itself from month to month thereafter.
- B. IF THE COMPANY is at any time dissatisfied with PrevenTech's service, THE COMPANY may cancel service upon giving sixty (60) days written notice.

**7. GUARANTEED SATISFACTION**

See reverse side of this agreement for explanation of PrevenTech's Pest Prevention Guarantee.

1ST YEAR SERVICE CHARGES		2ND YEAR SERVICE CHARGES		Equipment	
Initial Service Charge	\$ 50			Items Purchased:	
Monthly Service Charge	\$ 50	Monthly Service Charge	\$ 50	# Purchased:	
Annual Amount	600	Annual Amount	\$ 600	x \$ _____ EA =	\$ _____
5% Discount for Advance Payment	\$ ( 30 )	5% Discount for Advance Payment	\$ ( 30 )	x \$ _____ EA =	\$ _____
Discounted Annual Amount	570	Discounted Annual Amount	570	+ Sales Tax	\$ _____
Sales Tax 7%	\$ 42	Sales Tax 7%	\$ 42	Total	\$ _____
Amt Remitted w/Agreement	\$ _____	NOTE: PrevenTech reserves the right to adjust the monthly service charge after the second year of this agreement and at any time due to structural additions and/or modifications.			

**9. PAYMENT TERMS**

- A. Method of payment  Year in Advance Payment less 5% discount  Upon Receipt of Monthly Invoice  Remit to Service Technician
- B. Invoices are mailed the beginning of each month and will include the current month's charge. All invoices are due and payable within 30 days.
- C. A late fee of one and one-half percent (1.5%) will be assessed monthly on all account balances over 30 days.

3609 W. Main St.  
 PrevenTech Address  
 Leesburg FL 34748  
 City State Zip  
 352-326-4201  
 Phone

Accepted for: \_\_\_\_\_ Date \_\_\_\_\_  
 THE COMPANY

Approved by:  Date 9-17-13  
 PrevenTech

Approved by: PrevenTech General Manager Date \_\_\_\_\_



# PEST PREVENTION SERVICE AGREEMENT

No. 23103

## SERVICE ADDRESS

## BILLING ADDRESS

City of Wildwood - MLK Park  
 Business Name  
 101 Martin Luther King Jr. Blvd  
 Property Address  
 Wildwood FL Sumter 34785  
 City State County Zip  
 1330-1331  
 Phone (Extension) Date of Agreement

( )  
 Contact Name (Agent) Phone  
 100 N. Main St.  
 Mailing Address  
 Wildwood FL 34785  
 City State Zip  
 gborback@wildwood-fl.gov  
 Email

Business Type: \_\_\_\_\_ Service Frequency \_\_\_\_\_ Grid # \_\_\_\_\_

### 1. SCOPE OF WORK

PrevenTech will provide pest prevention services for:  Roaches  Ants  Mice  Rats  Pantry Pests  Fruit Flies  Drain Flies

### 2. AREAS TO BE SERVICED

Int/Ext

### 3. SERVICE SCHEDULE

A. Initial Service Schedule \_\_\_\_\_ Follow-Up Service on Initial \_\_\_\_\_  
 B. Regular Service Schedule \_\_\_\_\_

### 4. CUSTOMER COOPERATION

Effective Pest Prevention requires a well-sealed structure, quality hygiene, sanitation and storage practices in order to achieve a pest-free environment. We must have your cooperation in accomplishing the following:

- A. Maintaining a clean facility and promptly correcting any structural problems and deficiencies in hygiene, sanitation, and storage practices noted on our Inspection Service Reports.
- B. Arranging for Service Technician(s) access to the premises and access to all locked areas.

### 5. INSURANCE

PrevenTech carries comprehensive General Liability Insurance. Upon request, we will furnish a "Certificate of Insurance" showing coverage in effect.

### 6. TERMS OF AGREEMENTS

- A. This Agreement will be effective for an original period of twenty four (24) months and, unless written notice is given by either party thirty (30) days prior to the anniversary date of the agreement, it shall renew itself from month to month thereafter.
- B. IF THE COMPANY is at any time dissatisfied with PrevenTech's service, THE COMPANY may cancel service upon giving sixty (60) days written notice.

### 7. GUARANTEED SATISFACTION

See reverse side of this agreement for explanation of PrevenTech's Pest Prevention Guarantee.

8. 1ST YEAR SERVICE CHARGES		2ND YEAR SERVICE CHARGES		Equipment	
Initial Service Charge	\$ 10			Items Purchased:	
Monthly Service Charge	\$ 10	Monthly Service Charge	\$ 10	# Purchased:	
Annual Amount	120	Annual Amount	\$ 120	x \$ _____ EA =	\$ _____
5% Discount for Advance Payment	\$ ( 6 )	5% Discount for Advance Payment	\$ ( 6 )	x \$ _____ EA =	\$ _____
Discounted Annual Amount	114	Discounted Annual Amount	114	+ Sales Tax	\$ _____
Sales Tax 7%	\$ 8.40	Sales Tax 7%	\$ 8.40	Total	\$ _____
Amt Remitted w/Agreement	\$ _____	NOTE: PrevenTech reserves the right to adjust the monthly service charge after the second year of this agreement and at any time due to structural additions and/or modifications.			

### 9. PAYMENT TERMS

- A. Method of payment  Year in Advance Payment less 5% discount  Upon Receipt of Monthly Invoice  Remit to Service Technician
- B. Invoices are mailed the beginning of each month and will include the current month's charge. All invoices are due and payable within 30 days.
- C. A late fee of one and one-half percent (1.5%) will be assessed monthly on all account balances over 30 days.

3609 W. Main St.  
 PrevenTech Address  
 Leesburg FL 34748  
 City State Zip  
 352-326-4201  
 Phone

Accepted for: \_\_\_\_\_ Date \_\_\_\_\_  
 THE COMPANY

Approved by:   
 Preventech Date 9-16-15

Approved by: Preventech General Manager Date \_\_\_\_\_



## PEST PREVENTION SERVICE AGREEMENT

NO. 23108

### SERVICE ADDRESS

### BILLING ADDRESS

*City of Wildwood - Palmer Bldg*  
 Business Name \_\_\_\_\_  
*310 Palmer St.*  
 Property Address \_\_\_\_\_  
*Wildwood FL Sumter 34785*  
 City \_\_\_\_\_ State \_\_\_\_\_ County \_\_\_\_\_ Zip \_\_\_\_\_  
 Phone \_\_\_\_\_ (Extension) \_\_\_\_\_ Date of Agreement \_\_\_\_\_

\_\_\_\_\_ ( ) \_\_\_\_\_  
 Contact Name (Agent) \_\_\_\_\_ Phone \_\_\_\_\_  
*100 W. Main St.*  
 Mailing Address \_\_\_\_\_  
*Wildwood FL 34785*  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
*Aborreck @ wildwood-fl.gov*  
 Email \_\_\_\_\_

Business Type: \_\_\_\_\_ Service Frequency \_\_\_\_\_ Grid # \_\_\_\_\_

1. SCOPE OF WORK  
 PrevenTech will provide pest prevention services for:  Roaches  Ants  Mice  Rats  Pantry Pests  Fruit Flies  Drain Flies

2. AREAS TO BE SERVICED  
 \_\_\_\_\_  
 \_\_\_\_\_

3. SERVICE SCHEDULE  
 A. Initial Service Schedule \_\_\_\_\_ Follow-Up Service on Initial \_\_\_\_\_  
 B. Regular Service Schedule \_\_\_\_\_

4. CUSTOMER COOPERATION  
 Effective Pest Prevention requires a well-sealed structure, quality hygiene, sanitation and storage practices in order to achieve a pest-free environment. We must have your cooperation in accomplishing the following:  
 A. Maintaining a clean facility and promptly correcting any structural problems and deficiencies in hygiene, sanitation, and storage practices noted on our Inspection Service Reports.  
 B. Arranging for Service Technician(s) access to the premises and access to all locked areas.

5. INSURANCE  
 PrevenTech carries comprehensive General Liability Insurance. Upon request, we will furnish a "Certificate of Insurance" showing coverage in effect.

6. TERMS OF AGREEMENTS  
 A. This Agreement will be effective for an original period of twenty four (24) months and, unless written notice is given by either party thirty (30) days prior to the anniversary date of the agreement, it shall renew itself from month to month thereafter.  
 B. IF THE COMPANY is at any time dissatisfied with PrevenTech's service, THE COMPANY may cancel service upon giving sixty (60) days written notice.

7. GUARANTEED SATISFACTION  
 See reverse side of this agreement for explanation of PrevenTech's Pest Prevention Guarantee.

1ST YEAR SERVICE CHARGES		2ND YEAR SERVICE CHARGES		Equipment	
Initial Service Charge	\$ 20			Items Purchased:	
Monthly Service Charge	\$ 20	Monthly Service Charge	\$ 20	# Purchased:	
Annual Amount	240	Annual Amount	\$ 240	x \$ _____ EA =	\$ _____
5% Discount for Advance Payment	\$( 12 )	5% Discount for Advance Payment	\$( 12 )	x \$ _____ EA =	\$ _____
Discounted Annual Amount	228	Discounted Annual Amount	228	+ Sales Tax	\$ _____
Sales Tax 7%	\$ 16.80	Sales Tax 7%	\$ 16.80	Total	\$ _____
Amt Remitted w/Agreement	\$ _____	NOTE: PrevenTech reserves the right to adjust the monthly service charge after the second year of this agreement and at any time due to structural additions and/or modifications.			

9. PAYMENT TERMS  
 A. Method of payment  Year in Advance Payment less 5% discount  Upon Receipt of Monthly Invoice  Remit to Service Technician  
 B. Invoices are mailed the beginning of each month and will include the current month's charge. All invoices are due and payable within 30 days.  
 C. A late fee of one and one-half percent (1.5%) will be assessed monthly on all account balances over 30 days.

*3609 W. Main St.*  
 PrevenTech Address \_\_\_\_\_  
*Leesburg FL 34748*  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Phone \_\_\_\_\_  
 Approved by: PrevenTech General Manager \_\_\_\_\_ Date \_\_\_\_\_

Accepted for: \_\_\_\_\_ Date \_\_\_\_\_  
 THE COMPANY  
  
 Approved by: \_\_\_\_\_ Date *9-17-18*  
 PrevenTech



# PEST PREVENTION SERVICE AGREEMENT

NO. 23101

## SERVICE ADDRESS

## BILLING ADDRESS

City of Wildwood - Oxford Comm. Bldg  
 Business Name  
4027 CR 106  
 Property Address  
Oxford FL Sumter 34484  
 City State County Zip  
( ) 330-1331  
 Phone (Extension) Date of Agreement

( )  
 Contact Name (Agent) Phone  
100 N. Main St.  
 Mailing Address  
Wildwood FL 34785  
 City State Zip  
qbarrack@wildwood-fl.gov  
 Email

Business Type: \_\_\_\_\_ Service Frequency \_\_\_\_\_ Grid # \_\_\_\_\_

### 1. SCOPE OF WORK

PrevenTech will provide pest prevention services for:  Roaches  Ants  Mice  Rats  Pantry Pests  Fruit Flies  Drain Flies

### 2. AREAS TO BE SERVICED

Int/Ext

### 3. SERVICE SCHEDULE

A. Initial Service Schedule \_\_\_\_\_ Follow-Up Service on Initial \_\_\_\_\_  
 B. Regular Service Schedule \_\_\_\_\_

### 4. CUSTOMER COOPERATION

Effective Pest Prevention requires a well-sealed structure, quality hygiene, sanitation and storage practices in order to achieve a pest-free environment. We must have your cooperation in accomplishing the following:

- A. Maintaining a clean facility and promptly correcting any structural problems and deficiencies in hygiene, sanitation, and storage practices noted on our Inspection Service Reports.
- B. Arranging for Service Technician(s) access to the premises and access to all locked areas.

### 5. INSURANCE

PrevenTech carries comprehensive General Liability Insurance. Upon request, we will furnish a "Certificate of Insurance" showing coverage in effect.

### 6. TERMS OF AGREEMENTS

- A. This Agreement will be effective for an original period of twenty four (24) months and, unless written notice is given by either party thirty (30) days prior to the anniversary date of the agreement, it shall renew itself from month to month thereafter.
- B. If THE COMPANY is at any time dissatisfied with PrevenTech's service, THE COMPANY may cancel service upon giving sixty (60) days written notice.

### 7. GUARANTEED SATISFACTION

See reverse side of this agreement for explanation of PrevenTech's Pest Prevention Guarantee.

1ST YEAR SERVICE CHARGES		2ND YEAR SERVICE CHARGES		Equipment	
Initial Service Charge	\$ 20			Items Purchased:	
Monthly Service Charge	\$ 20	Monthly Service Charge	\$ 20	# Purchased:	
Annual Amount	240	Annual Amount	\$ 240	x \$ _____ EA =	\$ _____
5% Discount for Advance Payment	\$ ( 12 )	5% Discount for Advance Payment	\$ ( 12 )	x \$ _____ EA =	\$ _____
Discounted Annual Amount	228	Discounted Annual Amount	228	+ Sales Tax	\$ _____
Sales Tax 7%	\$ 14.40	Sales Tax 7%	\$ 14.40	Total	\$ _____
Amt Remitted w/Agreement	\$ _____	NOTE: PrevenTech reserves the right to adjust the monthly service charge after the second year of this agreement and at any time due to structural additions and/or modifications.			

### 9. PAYMENT TERMS

- A. Method of payment  Year in Advance Payment less 5% discount  Upon Receipt of Monthly Invoice  Remit to Service Technician
- B. Invoices are mailed the beginning of each month and will include the current month's charge. All invoices are due and payable within 30 days.
- C. A late fee of one and one-half percent (1.5%) will be assessed monthly on all account balances over 30 days.

3609 W. Main St.  
 PrevenTech Address  
Leesburg FL 34748  
 City State Zip  
352-326-4201  
 Phone

Accepted for: \_\_\_\_\_ Date \_\_\_\_\_  
 THE COMPANY  
  
 Approved by: \_\_\_\_\_ Date 9-16-13  
 PrevenTech

Approved by: PrevenTech General Manager Date \_\_\_\_\_



## PEST PREVENTION SERVICE AGREEMENT

NO. 23100

### SERVICE ADDRESS

### BILLING ADDRESS

City of Wildwood - Palmer building  
 Business Name \_\_\_\_\_  
 310 Palmer St.  
 Property Address \_\_\_\_\_  
 Wildwood FL Sumter 34785  
 City \_\_\_\_\_ State \_\_\_\_\_ County \_\_\_\_\_ Zip \_\_\_\_\_  
 ( ) 330-1338 State \_\_\_\_\_ County \_\_\_\_\_ Zip \_\_\_\_\_  
 Phone \_\_\_\_\_ (Extension) \_\_\_\_\_ Date of Agreement \_\_\_\_\_

Contact Name (Agent) \_\_\_\_\_ Phone \_\_\_\_\_  
 100 N. Main St.  
 Mailing Address \_\_\_\_\_  
 Wildwood FL 34785  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Email gborrack@wildwood-fl.gov

Business Type: \_\_\_\_\_ Service Frequency \_\_\_\_\_ Grid # \_\_\_\_\_

1. **SCOPE OF WORK**  
 PrevenTech will provide pest prevention services for:  Roaches  Ants  Mice  Rats  Pantry Pests  Fruit Flies  Drain Flies
2. **AREAS TO BE SERVICED**  
 Int/Ext
3. **SERVICE SCHEDULE**  
 A. Initial Service Schedule \_\_\_\_\_ Follow-Up Service on Initial \_\_\_\_\_  
 B. Regular Service Schedule \_\_\_\_\_
4. **CUSTOMER COOPERATION**  
 Effective Pest Prevention requires a well-sealed structure, quality hygiene, sanitation and storage practices in order to achieve a pest-free environment. We must have your cooperation in accomplishing the following:  
 A. Maintaining a clean facility and promptly correcting any structural problems and deficiencies in hygiene, sanitation, and storage practices noted on our Inspection Service Reports.  
 B. Arranging for Service Technician(s) access to the premises and access to all locked areas.
5. **INSURANCE**  
 PrevenTech carries comprehensive General Liability Insurance. Upon request, we will furnish a "Certificate of Insurance" showing coverage in effect.
6. **TERMS OF AGREEMENTS**  
 A. This Agreement will be effective for an original period of twenty four (24) months and, unless written notice is given by either party thirty (30) days prior to the anniversary date of the agreement, it shall renew itself from month to month thereafter.  
 B. IF THE COMPANY is at any time dissatisfied with PrevenTech's service, THE COMPANY may cancel service upon giving sixty (60) days written notice.
7. **GUARANTEED SATISFACTION**  
 See reverse side of this agreement for explanation of PrevenTech's Pest Prevention Guarantee.

1ST YEAR SERVICE CHARGES		2ND YEAR SERVICE CHARGES		Equipment	
Initial Service Charge	\$ 25	Monthly Service Charge	\$ 25	Items Purchased:	
Monthly Service Charge	\$ 25	Annual Amount	\$ 300	# Purchased:	
Annual Amount	300	5% Discount for Advance Payment	\$ ( 15 )	x \$ _____ EA =	\$ _____
5% Discount for Advance Payment	\$ ( 15 )	Discounted Annual Amount	285	+ Sales Tax	\$ _____
Discounted Annual Amount	285	Sales Tax	7% \$ 21	Total	\$ _____
Sales Tax	7% \$ 21	NOTE: PrevenTech reserves the right to adjust the monthly service charge after the second year of this agreement and at any time due to structural additions and/or modifications.			
Amt Remitted w/Agreement	\$ _____				

9. **PAYMENT TERMS**  
 A. Method of payment  Year in Advance Payment less 5% discount  Upon Receipt of Monthly Invoice  Remit to Service Technician  
 B. Invoices are mailed the beginning of each month and will include the current month's charge. All invoices are due and payable within 30 days.  
 C. A late fee of one and one-half percent (1.5%) will be assessed monthly on all account balances over 30 days.

3009 W. Main St.  
 PrevenTech Address \_\_\_\_\_  
 Leesburg FL 34748  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 352-326-4201  
 Phone \_\_\_\_\_

Accepted for: \_\_\_\_\_ Date \_\_\_\_\_  
 THE COMPANY  
  
 Approved by: \_\_\_\_\_ Date 9-16-13  
 PrevenTech

Approved by: PrevenTech General Manager \_\_\_\_\_ Date \_\_\_\_\_



# PEST PREVENTION SERVICE AGREEMENT

NO. 23105

**SERVICE ADDRESS**

**BILLING ADDRESS**

City of Wildwood - Police Dept.  
 Business Name  
100 E. Hwy 4 St.  
 Property Address  
Wildwood FL Sumter 34785  
 City State County Zip  
330-1331  
 Phone (Extension) Date of Agreement

( )  
 Contact Name (Agent) Phone  
100 N. Main St.  
 Mailing Address  
Wildwood FL 34785  
 City State Zip  
agorreck@wildwood-fl.gov  
 Email

Business Type: \_\_\_\_\_ Service Frequency \_\_\_\_\_ Grid # \_\_\_\_\_

1. SCOPE OF WORK  
 PrevanTech will provide pest prevention services for:  Roaches  Ants  Mice  Rats  Pantry Pests  Fruit Flies  Drain Flies

2. AREAS TO BE SERVICED Int/Ext

3. SERVICE SCHEDULE  
 A. Initial Service Schedule \_\_\_\_\_ Follow-Up Service on Initial \_\_\_\_\_  
 B. Regular Service Schedule \_\_\_\_\_

4. CUSTOMER COOPERATION  
 Effective Pest Prevention requires a well-sealed structure, quality hygiene, sanitation and storage practices in order to achieve a pest-free environment. We must have your cooperation in accomplishing the following:  
 A. Maintaining a clean facility and promptly correcting any structural problems and deficiencies in hygiene, sanitation, and storage practices noted on our Inspection Service Reports.  
 B. Arranging for Service Technician(s) access to the premises and access to all locked areas.

5. INSURANCE  
 PrevanTech carries comprehensive General Liability Insurance. Upon request, we will furnish a "Certificate of Insurance" showing coverage in effect.

6. TERMS OF AGREEMENTS  
 A. This Agreement will be effective for an original period of twenty four (24) months and, unless written notice is given by either party thirty (30) days prior to the anniversary date of the agreement, it shall renew itself from month to month thereafter.  
 B. IF THE COMPANY is at any time dissatisfied with PrevanTech's service, THE COMPANY may cancel service upon giving sixty (60) days written notice.

7. GUARANTEED SATISFACTION  
 See reverse side of this agreement for explanation of PrevanTech's Pest Prevention Guarantee.

1ST YEAR SERVICE CHARGES		2ND YEAR SERVICE CHARGES		Equipment	
Initial Service Charge	\$ 25			Items Purchased:	
Monthly Service Charge	\$ 25	Monthly Service Charge	\$ 25	# Purchased:	
Annual Amount	300	Annual Amount	\$ 300	x \$ _____ EA =	\$ _____
5% Discount for Advance Payment	\$ ( 15 )	5% Discount for Advance Payment	\$ ( 15 )	x \$ _____ EA =	\$ _____
Discounted Annual Amount	285	Discounted Annual Amount	285	+ Sales Tax	\$ _____
Sales Tax 7%	\$ 21	Sales Tax 7%	\$ 21	Total	\$ _____
Amt Remitted w/Agreement	\$ _____	NOTE: PrevanTech reserves the right to adjust the monthly service charge after the second year of this agreement and at any time due to structural additions and/or modifications.			

9. PAYMENT TERMS  
 A. Method of payment  Year in Advance Payment less 5% discount  Upon Receipt of Monthly Invoice  Remit to Service Technician  
 B. Invoices are mailed the beginning of each month and will include the current month's charge. All invoices are due and payable within 30 days.  
 C. A late fee of one and one-half percent (1.5%) will be assessed monthly on all account balances over 30 days.

3609 W. Main St.  
 PrevanTech Address  
Leesburg FL 34748  
 City State Zip  
352-326-4201  
 Phone  
 Approved by: PrevanTech General Manager Date

Accepted for: \_\_\_\_\_ Date \_\_\_\_\_  
 THE COMPANY  
 Approved by: [Signature] Date 9-16-13  
 PrevanTech



# PEST PREVENTION SERVICE AGREEMENT

NO. 23109

**SERVICE ADDRESS**

**BILLING ADDRESS**

City of Wildwood - Powell Rd Bldg  
 Business Name: 6500 Powell Rd  
 Property Address: Wildwood  
 City: Wildwood State: FL County: Sumter Zip: 34785  
 Phone: ( ) 330-1331 (Extension) \_\_\_\_\_ Date of Agreement \_\_\_\_\_

Contact Name (Agent): \_\_\_\_\_ Phone: \_\_\_\_\_  
 Mailing Address: 100 N. Main St.  
 City: Wildwood State: FL Zip: 34785  
 Email: Aboorack@Wildwood-Fl.gov

Business Type: \_\_\_\_\_ Service Frequency: \_\_\_\_\_ Grid #: \_\_\_\_\_

1. SCOPE OF WORK  
 PrevenTech will provide pest prevention services for:  Roaches  Ants  Mice  Rats  Pantry Pests  Fruit Flies  Drain Flies

2. AREAS TO BE SERVICED  
 \_\_\_\_\_  
 \_\_\_\_\_

3. SERVICE SCHEDULE  
 A. Initial Service Schedule \_\_\_\_\_ Follow-Up Service on Initial \_\_\_\_\_  
 B. Regular Service Schedule \_\_\_\_\_

4. CUSTOMER COOPERATION  
 Effective Pest Prevention requires a well-sealed structure, quality hygiene, sanitation and storage practices in order to achieve a pest-free environment. We must have your cooperation in accomplishing the following:  
 A. Maintaining a clean facility and promptly correcting any structural problems and deficiencies in hygiene, sanitation, and storage practices noted on our Inspection Service Reports.  
 B. Arranging for Service Technician(s) access to the premises and access to all locked areas.

5. INSURANCE  
 PrevenTech carries comprehensive General Liability Insurance. Upon request, we will furnish a "Certificate of Insurance" showing coverage in effect.

6. TERMS OF AGREEMENTS  
 A. This Agreement will be effective for an original period of twenty four (24) months and, unless written notice is given by either party thirty (30) days prior to the anniversary date of the agreement, it shall renew itself from month to month thereafter.  
 B. IF THE COMPANY is at any time dissatisfied with PrevenTech's service, THE COMPANY may cancel service upon giving sixty (60) days written notice.

7. GUARANTEED SATISFACTION  
 See reverse side of this agreement for explanation of PrevenTech's Pest Prevention Guarantee.

1ST YEAR SERVICE CHARGES		2ND YEAR SERVICE CHARGES		Equipment	
Initial Service Charge	\$ 55			Items Purchased:	
Monthly Service Charge	\$ 35	Monthly Service Charge	\$ 35	# Purchased:	
Annual Amount	420	Annual Amount	\$ 420	x \$ _____ EA =	\$ _____
5% Discount for Advance Payment	\$ ( 21 )	5% Discount for Advance Payment	\$ ( 21 )	x \$ _____ EA =	\$ _____
Discounted Annual Amount	399	Discounted Annual Amount	399	+ Sales Tax	\$ _____
Sales Tax 7%	\$ 29.40	Sales Tax 7%	\$ 29.40	Total	\$ _____
Amt Remitted w/Agreement	\$ _____	NOTE: PrevenTech reserves the right to adjust the monthly service charge after the second year of this agreement and at any time due to structural additions and/or modifications.			

9. PAYMENT TERMS  
 A. Method of payment  Year in Advance Payment less 5% discount  Upon Receipt of Monthly Invoice  Remit to Service Technician  
 B. Invoices are mailed the beginning of each month and will include the current month's charge. All invoices are due and payable within 30 days.  
 C. A late fee of one and one-half percent (1.5%) will be assessed monthly on all account balances over 30 days.

3609 W. Main St.  
 PrevenTech Address: Leesburg FL 34748  
 City: Leesburg State: FL Zip: 34748  
 Phone: 352-326-4201  
 Approved by: PrevenTech General Manager \_\_\_\_\_ Date \_\_\_\_\_

Accepted for: \_\_\_\_\_ Date \_\_\_\_\_  
 THE COMPANY  
 Approved by: Date: 9-17-15  
 PrevenTech



# PEST PREVENTION SERVICE AGREEMENT

No. 19379

### SERVICE ADDRESS

### BILLING ADDRESS

*City of Wildwood - Public Works*  
 Business Name  
 410 Grey St.  
 Property Address  
 Wildwood FL Sumter 34785  
 City State County Zip  
 1330-1331  
 Phone (Extension) Date of Agreement

( )  
 Contact Name (Agent) Phone  
 100 N. Main St.  
 Mailing Address  
 Wildwood FL 34785  
 City State Zip  
 aborack@wildwood-fl.gov  
 Email

Business Type: \_\_\_\_\_ Service Frequency \_\_\_\_\_ Grid # \_\_\_\_\_

1. SCOPE OF WORK  
 PrevenTech will provide pest prevention services for:  Roaches  Ants  Mice  Rats  Pantry Pests  Fruit Flies  Drain Flies

2. AREAS TO BE SERVICED  
*Int/Ext*

3. SERVICE SCHEDULE  
 A. Initial Service Schedule \_\_\_\_\_ Follow-Up Service on Initial \_\_\_\_\_  
 B. Regular Service Schedule \_\_\_\_\_

4. CUSTOMER COOPERATION  
 Effective Pest Prevention requires a well-sealed structure, quality hygiene, sanitation and storage practices in order to achieve a pest-free environment. We must have your cooperation in accomplishing the following:  
 A. Maintaining a clean facility and promptly correcting any structural problems and deficiencies in hygiene, sanitation, and storage practices noted on our Inspection Service Reports.  
 B. Arranging for Service Technician(s) access to the premises and access to all locked areas.

5. INSURANCE  
 PrevenTech carries comprehensive General Liability Insurance. Upon request, we will furnish a "Certificate of Insurance" showing coverage in effect.

6. TERMS OF AGREEMENTS  
 A. This Agreement will be effective for an original period of twenty four (24) months and, unless written notice is given by either party thirty (30) days prior to the anniversary date of the agreement, it shall renew itself from month to month thereafter.  
 B. If THE COMPANY is at any time dissatisfied with PrevenTech's service, THE COMPANY may cancel service upon giving sixty (60) days written notice.

7. GUARANTEED SATISFACTION  
 See reverse side of this agreement for explanation of PrevenTech's Pest Prevention Guarantee.

1ST YEAR SERVICE CHARGES		2ND YEAR SERVICE CHARGES		Equipment	
Initial Service Charge	\$ 70			Items Purchased:	
Monthly Service Charge	\$ 20	Monthly Service Charge	\$ 20	# Purchased:	
Annual Amount	240	Annual Amount	\$ 240	x \$ _____ EA =	\$ _____
5% Discount for Advance Payment	\$( 12 )	5% Discount for Advance Payment	\$( 12 )	x \$ _____ EA =	\$ _____
Discounted Annual Amount	228	Discounted Annual Amount	228	+ Sales Tax	\$ _____
Sales Tax 7%	\$ 16.80	Sales Tax 7%	\$ 16.80	Total	\$ _____
Amt Remitted w/Agreement	\$ _____	NOTE: PrevenTech reserves the right to adjust the monthly service charge after the second year of this agreement and at any time due to structural additions and/or modifications.			

9. PAYMENT TERMS  
 A. Method of payment  Year in Advance Payment less 5% discount  Upon Receipt of Monthly Invoice  Remit to Service Technician  
 B. Invoices are mailed the beginning of each month and will include the current month's charge. All invoices are due and payable within 30 days.  
 C. A late fee of one and one-half percent (1.5%) will be assessed monthly on all account balances over 30 days.

*3609 W. Main St.*  
 PrevenTech Address  
 Leesburg FL 34748  
 City State Zip  
 352-326-4201  
 Phone  
 Approved by: PrevenTech General Manager Date

Accepted for: \_\_\_\_\_ Date \_\_\_\_\_  
 THE COMPANY  
  
 Approved by: PrevenTech Date *9-16-17*



# PEST PREVENTION SERVICE AGREEMENT

NO. 23110

## SERVICE ADDRESS

## BILLING ADDRESS

City of Wildwood - WWTP  
 Business Name  
1290 Industrial Park  
 Property Address  
Wildwood FL Sumter 34785  
 City State County Zip  
 ( ) 330-1331  
 Phone (Extension) Date of Agreement

( )  
 Contact Name (Agent) Phone  
100 N. Main St.  
 Mailing Address  
Wildwood FL 34785  
 City State Zip  
Aborradk@wildwood-fl.gov  
 Email

Business Type: \_\_\_\_\_ Service Frequency: \_\_\_\_\_ Grid #: \_\_\_\_\_

- SCOPE OF WORK**  
 PrevenTech will provide pest prevention services for:  Roaches  Ants  Mice  Rats  Pantry Pests  Fruit Flies  Drain Flies
- AREAS TO BE SERVICED**  
 \_\_\_\_\_  
 \_\_\_\_\_
- SERVICE SCHEDULE**  
 A. Initial Service Schedule \_\_\_\_\_ Follow-Up Service on Initial \_\_\_\_\_  
 B. Regular Service Schedule \_\_\_\_\_
- CUSTOMER COOPERATION**  
 Effective Pest Prevention requires a well-sealed structure, quality hygiene, sanitation and storage practices in order to achieve a pest-free environment. We must have your cooperation in accomplishing the following:  
 A. Maintaining a clean facility and promptly correcting any structural problems and deficiencies in hygiene, sanitation, and storage practices noted on our Inspection Service Reports.  
 B. Arranging for Service Technician(s) access to the premises and access to all locked areas.
- INSURANCE**  
 PrevenTech carries comprehensive General Liability Insurance. Upon request, we will furnish a "Certificate of Insurance" showing coverage in effect.
- TERMS OF AGREEMENTS**  
 A. This Agreement will be effective for an original period of twenty four (24) months and, unless written notice is given by either party thirty (30) days prior to the anniversary date of the agreement, it shall renew itself from month to month thereafter.  
 B. IF THE COMPANY is at any time dissatisfied with PrevenTech's service, THE COMPANY may cancel service upon giving sixty (60) days written notice.
- GUARANTEED SATISFACTION**  
 See reverse side of this agreement for explanation of PrevenTech's Pest Prevention Guarantee.

1ST YEAR SERVICE CHARGES		2ND YEAR SERVICE CHARGES		Equipment	
Initial Service Charge	\$ 25	Monthly Service Charge	\$ 25	Items Purchased:	
Monthly Service Charge	\$ 25	Annual Amount	\$ 300	# Purchased:	
Annual Amount	300	5% Discount for Advance Payment	\$( 15 )	x \$ _____ RA =	\$ _____
5% Discount for Advance Payment	\$( 15 )	Discounted Annual Amount	285	x \$ _____ EA =	\$ _____
Discounted Annual Amount	285	Sales Tax	7% \$ 21	+ Sales Tax	\$ _____
Sales Tax	7% \$ 21	Total	\$ _____	Total	\$ _____
Amt Remitted w/Agreement	\$ _____	NOTE: PrevenTech reserves the right to adjust the monthly service charge after the second year of this agreement and at any time due to structural additions and/or modifications.			

- PAYMENT TERMS**  
 A. Method of payment  Year in Advance Payment less 5% discount  Upon Receipt of Monthly Invoice  Remit to Service Technician  
 B. Invoices are mailed the beginning of each month and will include the current month's charge. All invoices are due and payable within 30 days.  
 C. A late fee of one and one-half percent (1.5%) will be assessed monthly on all account balances over 30 days.

3609 W. Main St.  
 PrevenTech Address  
Leesburg FL 34748  
 City State Zip  
352-326-4201  
 Phone  
 Approved by: PrevenTech General Manager Date

Accepted for: \_\_\_\_\_ Date \_\_\_\_\_  
 THE COMPANY  
  
 Approved by: \_\_\_\_\_ Date 9-17-13  
 PrevenTech



P.O. BOX 17167  
MEMPHIS, TN 38187  
7534 0100 NO RP 02 01022033 YNNNNNN 0031531 S1 T153  
39531 1 AB 0.381

SEP 06 REC'D

### ACCOUNT INVOICE

**My Customer Number:** 4341337  
**Please Pay By:** 09/15/2013  
**Total Due:** \$195.00



CITY OF WILDWOOD  
100 N MAIN ST  
WILDWOOD FL 34785-4047



**PAY ONLINE**  
TerminixCommercial.com



**PAY BY PHONE**  
1.800.TERMINIX



**QUESTIONS**  
• Local Office: 407.273.4546  
• Toll Free: 1.800.TERMINIX  
• Online: TerminixCommercial.com

### EASY WAYS TO PAY YOUR TERMINIX® INVOICE

Paying your bill is easy, especially online. Just visit the "Manage My Account" portal at TerminixCommercial.com and sign up with your **Customer Number: 4341337** and phone number to start paying bills online.

*\* Properties not currently serviced:  
6106 C-44 Baker House  
1300 Huey Concession Stand  
310 Palmer Storage*

SERVICE DATE	DESCRIPTION OF SERVICES & SERVICE ADDRESS	INVOICE NUMBER	CHARGES	PAYMENTS / CREDITS	NET AMOUNT
08/14/2013	Pest Control Work Order 11509634785 Location: 100 N MAIN ST, WILDWOOD FL 34785	327906069	\$27.00		\$27.00
08/14/2013	Pest Control Work Order 11509592173 Location: 100 E WONDERS ST, WILDWOOD FL 34785		\$29.00		\$29.00
08/14/2013	Pest Control Work Order 11510643041 Location: 4027 COUNTY ROAD 106, OXFORD FL 34484		\$29.00		\$29.00
08/14/2013	Pest Control Work Order 11509559169		\$25.00		
<b>DUE DATE: 09/15/2013</b>			<b>TOTAL DUE: \$195.00</b>		

This invoice reflects payments received by 09/01/2013. If you have not paid your previous balance, please make your payment today.

Please tear along line to remit.



### Payment Options:

- EasyPay automated payments (sign up at TerminixCommercial.com)
- Pay online at My Account at TerminixCommercial.com
- Pay by phone at 1.800.TERMINIX
- Pay by enclosed check
- Credit card payment. Please fill out the following:

Circle One: DISCOVER VISA MasterCard American Express SEARS

(\_\_\_\_ - \_\_\_\_ - \_\_\_\_ - \_\_\_\_) Exp date: \_\_\_\_ / \_\_\_\_

Name (as it appears on credit card): \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Amount Due: **\$195.00**

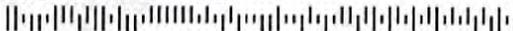
Amount Paid: \_\_\_\_\_

**Invoice Number:** 327906069  
**Customer Number:** 4341337

CITY OF WILDWOOD  
100 N MAIN ST  
WILDWOOD FL 34785

Sign up for EasyPay  
automated payments at  
**TerminixCommercial.com**

**REMIT TO:**  
TERMINIX PROCESSING CENTER  
5790 HOFFNER AVENUE STE 505  
ORLANDO FL 32822





### ACCOUNT INVOICE

**My Customer Number:** 4341337  
**Please Pay By:** 09/15/2013  
**Total Due:** \$195.00

SERVICE DATE	DESCRIPTION OF SERVICES & SERVICE ADDRESS	INVOICE NUMBER	CHARGES	PAYMENTS / CREDITS	NET AMOUNT
	Location: 6500 CR 139, WILDWOOD FL 34785				\$25.00
08/14/2013	Pest Control Work Order 11509590173 Location: 100 HUEY ST, WILDWOOD FL 34785		\$29.00		\$29.00
		08-13-2013 CFHD			
08/14/2013	Pest Control Work Order 11509624455 Location: 101 MARTIN LUTHER KING JR, WILDWOOD FL 34785		\$29.00		\$29.00
08/14/2013	Pest Control Work Order 11509625171 Location: 1290 INDUSTRIAL DR, WILDWOOD FL 34785		\$27.00		\$27.00

PAID  
DATE 9.25.13  
GF CHECK # 42363  
WS CHECK # 40431  
OTHER CHECK # \_\_\_\_\_  
OTHER CHECK # \_\_\_\_\_  
TOTAL PAID \$ 220.00

**DUE DATE: 09/15/2013**

**TOTAL DUE: \$195.00**

This invoice reflects payments received by 09/01/2013. If you have not paid your previous balance, please make your payment today.



P.O. BOX 17167  
MEMPHIS, TN 38187  
7534 0300 NO RP 02 07022013 YNNNNNN 0031529 SL T153  
39529 1 AB 0.381

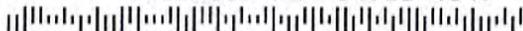
SEP 06 REC'D

### ACCOUNT INVOICE

**My Customer Number:** 6144082  
**Please Pay By:** 09/15/2013  
**Total Due:** \$25.00



CITY OF WILDWOOD  
100 N MAIN ST  
WILDWOOD FL 34785-4047



**PAY ONLINE**  
TerminixCommercial.com



**PAY BY PHONE**  
1.800.TERMINIX



**QUESTIONS**  
• Local Office: 407.273.4546  
• Toll Free: 1.800.TERMINIX  
• Online: TerminixCommercial.com

### EASY WAYS TO PAY YOUR TERMINIX® INVOICE

Paying your bill is easy, especially online. Just visit the "Manage My Account" portal at TerminixCommercial.com and sign up with your **Customer Number: 6144082** and phone number to start paying bills online.

SERVICE DATE	DESCRIPTION OF SERVICES & SERVICE ADDRESS	INVOICE NUMBER	CHARGES	PAYMENTS / CREDITS	NET AMOUNT
08/14/2013	Pest Control Work Order 11510643038 Location: 410 GRAY ST, WILDWOOD FL 34785	327885404	\$25.00		\$25.00

**DUE DATE: 09/15/2013** **TOTAL DUE: \$25.00**

This invoice reflects payments received by 09/01/2013. If you have not paid your previous balance, please make your payment today. Any Year In Advance payment received will be applied to any previous balance on this agreement.

Please tear along line to remit.



### Payment Options:

- EasyPay automated payments (sign up at TerminixCommercial.com)
- Pay online at My Account at TerminixCommercial.com
- Pay by phone at 1.800.TERMINIX
- Pay by enclosed check
- Credit card payment. Please fill out the following:

Circle One: DISCOVER VISA MasterCard American Express SEARS

(\_\_\_\_-\_\_\_\_-\_\_\_\_-\_\_\_\_) Exp date: \_\_\_\_/\_\_\_\_

Name (as it appears on credit card): \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Amount Due: **\$25.00** 1 year in advance: **\$291.00**

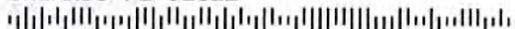
Amount Paid: \_\_\_\_\_

**Invoice Number:** 327885404  
**Customer Number:** 6144082

CITY OF WILDWOOD  
100 N MAIN ST  
WILDWOOD FL 34785

**SAVE 3%**  
when you pay  
1-Year in advance

**REMIT TO:**  
TERMINIX PROCESSING CENTER  
5790 HOFFNER AVENUE STE 505  
ORLANDO FL 32822



**CITY OF WILDWOOD  
EXECUTIVE SUMMARY**

16. Page 1 of 2  
REC'D 9/30/13  
DATE Jsm  
EXECUTIVE DEPT.

**SUBJECT:** Vehicle the Parks and Recreation Department

**REQUESTED ACTION:** Approval for the purchase of 2 2014 Ford F150

Work Session (Report Only)  
 Regular Meeting

**DATE OF MEETING:** Oct. 14, 2013  
 Special Meeting

**CONTRACT:**  N/A

Effective Date: \_\_\_\_\_  
Managing Division / Dept: \_\_\_\_\_

Vendor/Entity: \_\_\_\_\_  
Termination Date: \_\_\_\_\_

**BUDGET IMPACT:** State Contract cost \$34,440

Annual  
 Capital  
 N/A

**FUNDING SOURCE:** \_\_\_\_\_  
**EXPENDITURE ACCOUNT:** \_\_\_\_\_

---

**HISTORY/FACTS/ISSUES:**

This has been approved by the City for the 2013-2014 budget.  
Staff recommends approval.

---



September 29, 2013

City of Wildwood  
Steve Watson  
Fleet Code: QP752

2014 Ford F150 Regular Cab 126" Wheelbase 4X2 (F1C)  
3.7L V-6  
6 Speed Automatic Transmission  
Spray In Bedliner  
Trailer Tow Package  
4 Corner LED Lights

<b>TOTAL PURCHASE AMOUNT PER UNIT</b>	<b>\$17,220.00</b>
---------------------------------------	--------------------

Sincerely Yours,  
Richard Weissinger  
Commercial Fleet Sales  
Direct Line (813) 477-0052  
Fax (863) 533-8485

**CITY OF WILDWOOD**  
**EXECUTIVE SUMMARY**

**SUBJECT:** Vehicle for the Public Works

**REQUESTED ACTION:** Approval for the purchase of a 2014 Ford F150

Work Session (Report Only)  
 Regular Meeting

**DATE OF MEETING:** Oct. 14, 2013  
 Special Meeting

**CONTRACT:**  N/A

Effective Date: \_\_\_\_\_  
Managing Division / Dept: \_\_\_\_\_

Vendor/Entity: \_\_\_\_\_  
Termination Date: \_\_\_\_\_

**BUDGET IMPACT:** State Contract cost \$17,220

Annual  
 Capital  
 N/A

**FUNDING SOURCE:** \_\_\_\_\_  
**EXPENDITURE ACCOUNT:** \_\_\_\_\_

---

**HISTORY/FACTS/ISSUES:**

This has been approved by the City for the 2013-2014 budget.  
Staff recommends approval.

---



September 29, 2013

City of Wildwood  
Steve Watson  
Fleet Code: QP752

2014 Ford F150 Regular Cab 126" Wheelbase 4X2 (F1C)  
3.7L V-6  
6 Speed Automatic Transmission  
Spray In Bedliner  
Trailer Tow Package  
4 Corner LED Lights

<b>TOTAL PURCHASE AMOUNT PER UNIT</b>	<b>\$17,220.00</b>
---------------------------------------	--------------------

Sincerely Yours,  
Richard Weissinger  
Commercial Fleet Sales  
Direct Line (813) 477-0052  
Fax (863) 533-8485

**CITY OF WILDWOOD  
EXECUTIVE SUMMARY**

REC'D 9/30/13  
DATE  
EXECUTIVE DEPT. *sem*

**SUBJECT:** Replacement for the cargo van in Public Works  
**REQUESTED ACTION:** Approval for the purchase of a 2014 Ford E250 Cargo Van

Work Session (Report Only)      **DATE OF MEETING:** Oct. 14, 2013  
 Regular Meeting                       Special Meeting

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

**BUDGET IMPACT:** State Contract cost \$18,186

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

---

**HISTORY/FACTS/ISSUES:**

This has been approved by the City for the 2013-2014 budget.  
Staff recommends approval.



September 29, 2013

City of Wildwood  
Steve Watson  
Fleet Code: QP752

2014 Ford E250 Cargo Van (E2E)  
4.6L V-8  
4 Speed Automatic Transmission  
Fixed Glass Rear Only  
Rear Step Bumper

<b>TOTAL PURCHASE AMOUNT PER UNIT</b>	<b>\$18,186.00</b>
---------------------------------------	--------------------

Sincerely Yours,  
Richard Weissinger  
Commercial Fleet Sales  
Direct Line (813) 477-0052  
Fax (863) 533-8485

---

## CITY OF WILDWOOD

---

### CITY COMMISSION REPORT      Commission Meeting Date: Oct. 14, 2013

---

Subject:                      Minor Utility Services Contractor RFQ # 13-03

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

Department:                Utility Department

---

Staff Recommendation (Motion Ready): Recommend advertising a Request for Qualifications (RFQ) for a Minor Utility Services contractor.

---

#### **BACKGROUND:**

- During the 2013 Capital Improvements Project's (CIP) workshop, City and Kimley-Horn staff recommended the City select 2 to 3 utility contractors to provide minor/emergency utility repair services.

#### **FINDING, CONCLUSIONS AND RECOMMENDATIONS:**

##### **FINDINGS:**

- The City's water distribution system contains 2" through 16" water mains.
- The City's sanitary sewer collection system contains sewer force mains ranging in size from 1.5" to 16" and 8" to 10" gravity mains.
- The Utility Department is not staffed to make large emergency water and force main repairs and maintain satisfactory daily customer service.
- The Utility Department's inventory of "on hand" repair materials is limited.
- The City occasionally needs minor utility project work done that could more effectively be bid to a pre-qualified group of contractors, eliminating unnecessary time and expense to obtain bids.

##### **CONCLUSIONS:**

- In general the Utility Department staff will repair all water mains and sewer force mains 6" in size or less.
- The Utility Department Director in conjunction with the water division head and the wastewater division head will evaluate emergency repairs of mains greater than 6" in diameter and the Department head will recommend to the City Manager the course of action regarding repairs of main greater than 6" in diameter.
- This will also allow the City to utilize these services for minor extensions.

**LEGAL REVIEW:**

- The RFQ has been submitted to the City Attorney for his review.

**RECOMMENDATIONS:**

- City staff recommends proceeding with advertising the RFQ.

**FISCAL IMPACT:**

- There will be no fiscal impact if the contractual services are not recommended or required.

**ALTERNATIVES:**

- Take no action

**SUPPORT MATERIAL:**

- Copy of RFQ No. 13-03 prepared by Kimley-Horn and Associates, Inc.



**CITY OF WILDWOOD, FLORIDA**

**RFQ NO.: XX-XX**

**REQUEST FOR QUALIFICATIONS (RFQ)  
MINOR UTILITY SERVICES**

**DATE OF ISSUANCE: XXXXXXXX**

**RESPONSES DUE: XXXXXXXX**

**City of Wildwood  
100 N. Main Street  
Wildwood, Florida 34785  
(352) 330-1330**

**REQUEST FOR QUALIFICATIONS (RFQ) XX-XX**  
**MINOR UTILITY SERVICES**

**TABLE OF CONTENTS**

- I. ADVERTISEMENT**
- II. INTRODUCTION**
  - A. RFQ Description
  - B. RFQ Contact Information
  - C. Due Date and Location
  - D. Evaluation of Proposals
  - E. Contract Award
  - F. Evaluation Criteria
- III. REQUEST FOR QUALIFICATIONS SUBMITTAL FORMAT**
  - A. Company Qualifications
  - B. Project Experience
  - C. Previous Experience with The City of Wildwood
  - D. Organization, Manpower and Equipment
  - E. Quality of Submittal and Additional Forms
  - F. References

## I. ADVERTISEMENT

**CITY OF WILDWOOD  
REQUEST FOR QUALIFICATIONS (RFQ)  
RFQ NO.: XX-XX  
MINOR UTILITY SERVICES**

Notice is hereby given that the City of Wildwood City Commission is soliciting Request for Qualifications (RFQ) packages for **RFQ: XX-XX MINOR UTILITY SERVICES**. Qualified firms desiring to be considered should submit one (1) original and two (2) copies for a **total of three (3) sets** of an entire Submittal to Joseph Jacobs, City Clerk, City of Wildwood, **100 N. Main Street, Wildwood, FL 34785**, phone number (352) 330-1330 ext. 100. All Submittal packages are due to be received no later than **4:00 p.m. (EST), Day, Month XX, 20XX**. **NOTE:** Submittal packages received or delivered after 4:00 p.m. will not be considered and shall be returned to the sender unopened.

### **GENERAL SCOPE OF SERVICES:**

The City of Wildwood City Commission is soliciting responses from qualified and experienced firms to provide Minor Utility Services on an as needed basis throughout the City's utility service area. Project services shall include but may not be limited to furnishing all labor and materials necessary for the installation and/or rehabilitation of service extensions of distribution and collection facilities generally involving water, sewer and reuse piping of sixteen (16) inches or less; gravity sewers; low pressure system piping; manhole liners; pump station and other related services including ancillary electrical work that provide water and/or wastewater services between individual properties and major transmission facilities. Contractors shall be required to provide proof of insurance, licenses and bonding capabilities as described in the RFQ documents.

### **EVALUATION OF SUBMITTALS:**

Submittals shall be evaluated in accordance with the following Evaluation Criteria: A) Company qualifications, B) Company location and ability to respond C) Project experience D) Company organization, manpower & equipment E) Quality of submittal and G) References.

### **RFO PACKAGE REQUESTS:**

Request for Qualification documents may be obtained electronically from Richard Busche, P.E., Kimley-Horn and Associates, Inc. via email request to [richard.busche@kimley-horn.com](mailto:richard.busche@kimley-horn.com). Provide full company name, full company address, company phone number, primary contact name and contact email address, and request RFQ Documents for **RFQ: XX-XX – Minor Utility Services**.

**ALL** questions related to this RFQ shall only be directed *in writing* to Richard Busche, P.E., Kimley-Horn and Associates, Inc. via email request to [richard.busche@kimley-horn.com](mailto:richard.busche@kimley-horn.com). The deadline for **all** questions shall be **4:00 P.M., Day, Month XX, 20XX**. Questions received after the specified deadline may not be considered for response.

*Vendors shall not contact, lobby, or otherwise communicate with any CITY employee, including any member of*

the City Commission, other than the above referenced individual from the point of advertisement of the Bid until contract(s) are executed by all parties. Any such communication may disqualify the vendor, contractor, or consultant from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by a term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the City of Wildwood, a written notice of intent to protest no later than 72 hours (excluding Saturdays, Sundays and legal holidays) after the posting either electronically or by other means of the notice of intended action, notice of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived.

The City of Wildwood City Commission reserves the right to reject any or all proposals, waive minor formalities or award to/ negotiate with the firm whose proposal best serves the interest of City of Wildwood, at their sole discretion.

**THIS SPACE LEFT INTENTIONALLY BLANK.**

## II. INTRODUCTION

**RFQ NO.: XX-XX**  
**MINOR UTILITY SERVICES**

### A. RFQ DESCRIPTION

#### 1. General Scope of Work

The City of Wildwood City Commission is soliciting responses from qualified and experienced firms to provide Minor Utility Services on an as needed basis throughout the City's utility service area. Project services shall include but may not be limited to furnishing all labor and materials necessary for the installation and/or rehabilitation of limited service extensions of localized distribution and collection facilities generally involving water, sewer and reuse piping of sixteen (16) inches or less; gravity sewers; low pressure system piping; manhole liners; pump station and other related services including ancillary electrical work that provide water and/or wastewater services between individual properties and major transmission facilities. Contractors shall be required to provide proof of insurance, licenses and bonding capabilities as described in the RFQ documents.

When projects necessitate the use of subcontractors the City shall have the right to review a list of proposed subcontractors and approve or disapprove any contractor, subcontractor, vendor or material supplier due to prior problems in the area of delivery, performance or quality of work.

The Contractor shall comply with all safety standards and regulations as required by City of Wildwood, OSHA and any other local, state or federal regulations that may be applicable to a particular project.

#### 2. Contractor Qualifications

The proposing Contractor must be fully licensed to do business in the State of Florida and hold either a current Certified General Contractor or Certified Underground Utility Contractor license at the time of submittal and have successfully constructed, as a prime or subcontractor, at least ten (10) projects in the last five (5) years of the type of minor utility services project described above in the General Scope of Work.

The proposing Contractor must have personnel who are fully qualified and experienced to supervise or perform the scope of work in compliance with the specifications and in a safe and timely manner.

The Contractor must also own, lease or have the ability to rent any equipment required to successfully perform the specified scope of work.

#### 3. Insurance Requirements

The CONTRACTOR shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the CITY.



## B. RFQ CONTACT INFORMATION

All questions or inquiries related to the procurement process or technical scope of this RFQ must be submitted *in writing* to Richard Busche, P.E., Kimley-Horn and Associates, Inc. via email request to [richard.busche@kimley-horn.com](mailto:richard.busche@kimley-horn.com) and must be received **no later than 4:00 P.M. Day, Month, XX, 20XX** to allow adequate time for response and/or an addendum. **Do not** contact any other City of Wildwood Staff member with questions or inquiries. All inquiries will be routed to the appropriate staff member for response.

*Vendors shall not contact, lobby, or otherwise communicate with any CITY employee, including any member of the City Commission, other than the above referenced individual from the point of advertisement of the Bid until contract(s) are executed by all parties. Any such communication may disqualify the vendor, contractor, or consultant from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications.*

## C. DUE DATE AND LOCATION

RFQ packages containing letters of interest and all required information outlined in Section III of this document shall be received no later than **4:00 p.m. (EST), Day, Month XX, 20XX**. Mail or deliver all Submittal packages to Joseph Jacobs, City Clerk, City of Wildwood, 100 N. Main Street, Wildwood, FL 34785, phone number (352) 330-1330 ext. 100.

NOTE: Any package received or delivered to the City of Wildwood after 4:00 p.m. shall not be considered and will be returned to the sender unopened.

## D. EVALUATION OF PROPOSALS

Proposals will be evaluated in accordance with the following Evaluation Criteria:

1. Company Qualifications
2. Project Experience
3. Previous Experience with The City of Wildwood
4. Organization, Manpower & Equipment
5. Quality of Submittal
6. References

An Evaluation Team shall review and score each proposal individually. Final rankings will be summarized and a recommendation will be presented to the City Commission for approval and authorization to conduct negotiations (if needed). The Evaluation Team will make every reasonable effort to make recommendations based upon the written submittals alone; however, in the event rankings cannot be clearly determined, then the Evaluation Team shall request the Utility Director to schedule presentations /interviews the top ranked firms.

The City of Wildwood City Commission reserves the right to reject any or all proposals, waive minor formalities or award to/ negotiate with the firms whose proposals best serve the interests of City of Wildwood, at their sole discretion.

## E. CONTRACT AWARD

The City will consider issuing Continuing Contracts to multiple firms for the general scope of work specified above for an initial one (1) year period with the option to annually renew contracts in place for a maximum of four (4) one year contract periods.

The City reserves the right to: (1) enter into contracts with firms for some or all of the services; and to (2) subsequently solicit proposals and negotiate contracts, for such services with respect to specific projects. All such actions shall be subject to the sole discretion of the City.

Projects shall be authorized on a Task Order by Task Order basis and shall be mutually agreed upon by all parties. Each Task Order shall state the Scope of Work, the Task Order Value, and the Project Schedule. Task Orders shall be issued on a Not-To-Exceed basis and will not be increased without prior written approval of an authorized City representative. Any change to the scope, value or schedule of an active Task Order shall be authorized in writing by issuance of a Change Order and approved by City of Wildwood prior to any work being implemented.

City of Wildwood reserves the right to solicit closed bids for small underground utility projects that fall within the General Scope of Work/Project Description of this RFQ and with an estimated value of less than \$200,000.00. A closed bid is solicited only from those firms who are under Continuing Contracts at the time services are required. A closed bid may be a Time and Material Not-To-Exceed, Unit Price Not-to-Exceed or Lump Sum value and the fee type shall be stipulated at the time the project is bid.

The City also reserves the right to solicit open bids for any and all projects, including projects that might fall into the above category for small underground utility projects, for any reason which the City feels, at their sole discretion, will best serve the interests of the City.

## F. EVALUATION CRITERIA

- 1. Company Qualifications:** Evidence of qualifications shall be illustrated in the form of a Letter of Introduction, Licenses and Certifications, Certificate of Insurance and Statement of Qualifications. **Qualifications shall be graded on a scale of 0 –25 points.**
- 2. Project Experience:** Evidence of experience that best illustrates that the firm has successfully completed at least seven (7) minor utility projects as a prime or subcontractor in the last five (5) years of the type and size of that described in the General Scope of Work for public sector municipal clients. **Project Experience shall be graded on a scale of 0 – 40 points.**
- 3. Previous Experience with The City of Wildwood:** Evidence of past experience under direct contract with the City of Wildwood as a prime or subcontractor for the type and size of work as described in the General Scope of Work. **Previous experience shall be graded on a scale of 0 –5 points.**
- 4. Organization, Manpower & Equipment:** Demonstrated evidence of company organization, qualified and experienced personnel, and access to required equipment to

successfully perform the work as specified. **Organization, Manpower & Equipment shall be graded on a scale of 0 – 10 points.**

5. **Quality of Submittal:** The submittal package shall be evaluated for content of the requested information as outlined in Section III – Request for Qualifications Submittal Format and submission of the Additional Forms. The submittal package shall also be evaluated for the format and order of presentation. **Quality of Submittal shall be graded on a scale of 0 to 5 points.**
6. **References:** In order to avoid duplication only one City of Wildwood designated staff member shall contact and score references. References will be scored 2 points each for satisfactory reference contacted. Two attempts will be made by the designated City representative to contact the firm and party shown on each reference. If no response is received after two attempts, the applicable reference shall receive a score of zero (0). The Reference Score for each of the five references shall be added together for a Total Reference Score. **References shall be graded on a scale of 0 to 15 points.**

**THIS SPACE LEFT INTENTIONALLY BLANK.**

### III. REQUEST FOR QUALIFICATIONS SUBMITTAL FORMAT

Firms desiring to provide the required services as specified in the Request for Qualifications should apply by submitting **one (1) original and two (2) copies for a total of three (3) sets** of the following information in the **exact order and format as shown below**:

#### A. COMPANY QUALIFICATIONS

In this section of the Submittal, firms shall provide evidence of qualifications by completing and submitting the following information and attachments:

**A-1. Letter of Introduction & Interest:** Cover Letter of Introduction & Interest (**limit cover letter to 1 page**) providing the following: (a) Legal company name, (b) physical street address and mailing address if different than street address, (c) primary company phone and fax numbers, (d) website address (if applicable), (e) names and titles of principals, (f) brief statement of company history (date of establishment, number of years in business, etc.), (g) brief description of business philosophy and (h) the reason for interest in submitting a response to this request.

**A-2. Proof of Qualifications:** Firms shall provide evidence of the following:

1. Current and valid State of Florida Business license and
2. Current and valid license as Certified Underground Utility Contractor or
3. Current valid license as a Certified General Contractor. Evidence of required licenses shall be shown by completing and submitting **Attachment “A-2.1” – License/Certification List**.
4. Proof of Insurance of the types and limits of coverage as described in Insurance Requirements (Item 3 on pages 4-5). Insert current Certificate of Insurance as **Attachment “A-2.2” – Certificate of Insurance**.
5. Complete and submit **Attachment “A-2.3” – Statement of Qualifications**.

#### B. PROJECT EXPERIENCE

In this section of the Submittal, firms shall provide evidence of experience in successfully completing seven (7) minor utility projects of the type described in the general scope of work above by completing all requested information and submitting **Attachment “B” – Project Experience**.

#### C. PREVIOUS EXPERIENCE WITH THE CITY OF WILDWOOD

Firms shall provide evidence of past experience under direct contract with the City of Wildwood as a prime or subcontractor for the type and size of work as described in the General Scope of Work above by completing all requested information and submitting **Attachment “C” – Previous Experience with The City of Wildwood**.

## D. ORGANIZATION, MANPOWER AND EQUIPMENT

In this section of the Submittal, firms shall provide the following completed attachments:

**D-1 Company Organization Chart or Description:** Firms shall provide a chart or description of the structure of the company by completing and submitting **Attachment “D-1” – Company Organization Chart or Description.**

**D-2 Personnel List:** Firms shall provide a list of key personnel qualified to perform the scope of work by completing all information and submitting **Attachment “D-2” – Personnel List.** The personnel list shall include any one who will be performing the responsibilities of a superintendent, foreman, laborer, or any other applicable position on projects issued under this RFQ. Resumes may be submitted but are not required.

**D-3 Equipment List:** Firms shall provide a list of equipment owned or leased to be used in completing projects by completing all information and submitting **Attachment “D-3” – Equipment List.**

## E. QUALITY OF SUBMITTAL & ADDITIONAL FORMS

The submittal package shall be evaluated for content of the requested information, format and order of presentation as well as the completion of the following attachments:

**E-1 Affidavit**

**E-2 Certificate of Compliance with the Florida Trench Safety Act**

**E-3 Drug-Free Workplace Form**

## F. REFERENCES

In this section of the Submittal, firms shall provide a list of five (5) references for underground utility projects by completing and submitting **Attachment “F” – References.** These references can be the same or different than those listed on Attachments “B” and “C”, but references listed on this **Attachment “F” are the only ones that will be contacted for scoring of this section.**

RFQ NO.: **XX-XX**

Company Name: \_\_\_\_\_

**Attachment "A-1"**

**LETTER OF INTRODUCTION and INTEREST**  
(Attach or insert copy here)



RFQ NO.: **XX-XX**

Company Name: \_\_\_\_\_

**Attachment "A-2.2"**

**CERTIFICATE OF INSURANCE**  
(Attach or insert copy here)

RFQ NO.: **XX-XX**

Company Name: \_\_\_\_\_

**Attachment "A-3"**

**STATEMENT OF QUALIFICATIONS**

I, \_\_\_\_\_ (Authorized Company Representative Name & Title) hereby certify that \_\_\_\_\_ (Full Legal Company Name) has performed, as a prime or sub-contractor, at least seven (7) projects of similar type and size that proposed in the scope of services for this Request for Qualifications (RFQ), and has been in business for at least five (5) years. I also certify that the above named company is capable of bonding any Task Order in excess of \$50,000.00 in value and shall perform the scope of work in accordance with the specifications stated in this Request for Qualifications (RFQ) and that all information being submitted in response to this request is true and accurate to the best of my knowledge.

By: \_\_\_\_\_  
(Signature)

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

RFQ NO.: **XX-XX**

Company Name: \_\_\_\_\_

**Attachment "B" (page 1 of 2)**

**PROJECT EXPERIENCE**

**1. Name of Project:** \_\_\_\_\_

Project Description: \_\_\_\_\_

\_\_\_\_\_

Owner Name: \_\_\_\_\_

Contact Name, Title, Phone #: \_\_\_\_\_

\_\_\_\_\_

Dollar Value of Project: \_\_\_\_\_

Completion Date of Project: \_\_\_\_\_

**2. Name of Project:** \_\_\_\_\_

Project Description: \_\_\_\_\_

\_\_\_\_\_

Owner Name: \_\_\_\_\_

Contact Name, Title, Phone #: \_\_\_\_\_

\_\_\_\_\_

Dollar Value of Project: \_\_\_\_\_

Completion Date of Project: \_\_\_\_\_

**3. Name of Project:** \_\_\_\_\_

Project Description: \_\_\_\_\_

\_\_\_\_\_

Owner Name: \_\_\_\_\_

Contact Name, Title, Phone #: \_\_\_\_\_

\_\_\_\_\_

Dollar Value of Project: \_\_\_\_\_

Completion Date of Project: \_\_\_\_\_

Attachment "B" (page 2 of 2)

4. **Name of Project:** \_\_\_\_\_  
Project Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Owner Name: \_\_\_\_\_  
Contact Name, Title, Phone #: \_\_\_\_\_  
\_\_\_\_\_  
Dollar Value of Project: \_\_\_\_\_  
Completion Date of Project: \_\_\_\_\_

5. **Name of Project:** \_\_\_\_\_  
Project Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Owner Name: \_\_\_\_\_  
Contact Name, Title, Phone #: \_\_\_\_\_  
\_\_\_\_\_  
Dollar Value of Project: \_\_\_\_\_  
Completion Date of Project: \_\_\_\_\_

6. **Name of Project:** \_\_\_\_\_  
Project Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Owner Name: \_\_\_\_\_  
Contact Name, Title, Phone #: \_\_\_\_\_  
\_\_\_\_\_  
Dollar Value of Project: \_\_\_\_\_  
Completion Date of Project: \_\_\_\_\_

7. **Name of Project:** \_\_\_\_\_  
Project Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Owner Name: \_\_\_\_\_  
Contact Name, Title, Phone #: \_\_\_\_\_  
\_\_\_\_\_  
Dollar Value of Project: \_\_\_\_\_  
Completion Date of Project: \_\_\_\_\_

RFQ NO.: **XX-XX**

Company Name: \_\_\_\_\_

**Attachment "C"**

**PREVIOUS EXPERIENCE WITH THE CITY OF WILDWOOD**

**1. Name of Project:** \_\_\_\_\_

Project Description: \_\_\_\_\_

\_\_\_\_\_

Owner Name: \_\_\_\_\_

Contact Name, Title, Phone #: \_\_\_\_\_

\_\_\_\_\_

Dollar Value of Project: \_\_\_\_\_

Completion Date of Project: \_\_\_\_\_

**2. Name of Project:** \_\_\_\_\_

Project Description: \_\_\_\_\_

\_\_\_\_\_

Owner Name: \_\_\_\_\_

Contact Name, Title, Phone #: \_\_\_\_\_

\_\_\_\_\_

Dollar Value of Project: \_\_\_\_\_

Completion Date of Project: \_\_\_\_\_

**3. Name of Project:** \_\_\_\_\_

Project Description: \_\_\_\_\_

\_\_\_\_\_

Owner Name: \_\_\_\_\_

Contact Name, Title, Phone #: \_\_\_\_\_

\_\_\_\_\_

Dollar Value of Project: \_\_\_\_\_

Completion Date of Project: \_\_\_\_\_

RFQ NO.: **XX-XX**

Company Name: \_\_\_\_\_

**Attachment "D-1"**

**COMPANY ORGANIZATION CHART or DESCRIPTION**

(Attach or insert copy here)





RFQ NO.: **XX-XX**

Company Name: \_\_\_\_\_

**Attachment "E-1"**

**AFFIDAVIT**

TO: CITY OF WILDWOOD CITY COMMISSION  
WILDWOOD, FLORIDA

At the time the proposal is submitted, the Proposer shall attach to his submittal a sworn statement. The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_. Before me, the undersigned authority, personally appeared \_\_\_\_\_ who, being duly sworn, deposes and says he is \_\_\_\_\_ (Title) of \_\_\_\_\_ (Firm) the bidder submitting the attached proposal for the services covered by the bid documents for **RFQ No. XX-XX, Minor Utility Services.**

The affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his firm or corporation under the same or different name and that such bidder has no financial interest in the firm of another bidder for the same work. That he, his firm, association or corporation has, neither directly nor indirectly, entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this firm's bid on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

By: \_\_\_\_\_  
(Bidder)

\_\_\_\_\_  
(Title)

Sworn and subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**PROPOSER ON ALL CITY PROJECTS MUST EXECUTE & ATTACH THIS AFFIDAVIT TO EACH SUBMITTAL.**

RFQ NO.: **XX-XX**

Company Name: \_\_\_\_\_

**Attachment "E-2"**

**CERTIFICATE OF COMPLIANCE WITH FLORIDA TRENCH SAFETY ACT**

Bidder acknowledges that he is solely responsible for complying with the Florida Trench Safety Act (ACT) and Occupational Safety and Health Administrations excavation safety standard 29 CFR 1926.650 (Subpart P as amended). Bidder further acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990 and the Occupational Safety and Health Administrations excavation safety standard.

By: \_\_\_\_\_  
(Bidder Name)

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

\_\_\_\_\_  
(Authorized Signature)

RFQ NO.: **XX-XX**

Company Name: \_\_\_\_\_

**Attachment “E-3”**

**DRUG-FREE WORKPLACE FORM**

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that \_\_\_\_\_ (Name of Business) does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business’ policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

**Check one:**

\_\_\_\_\_ As the person authorized to sign this statement, I certify that this firm complies fully with the requirements above.

\_\_\_\_\_ As the person authorized to sign this statement, this firm **does not** comply fully with the requirements above.

\_\_\_\_\_  
(Vendor’s Signature)

\_\_\_\_\_  
(Date)

RFQ NO.: **XX-XX**

Company Name: \_\_\_\_\_

**Attachment "F"**

**REFERENCES**

1. **Name of Project:** \_\_\_\_\_  
Owner Name: \_\_\_\_\_  
Contact Name, Title, Phone #: \_\_\_\_\_  
\_\_\_\_\_  
Dollar Value of Project: \_\_\_\_\_  
Completion Date of Project: \_\_\_\_\_
2. **Name of Project:** \_\_\_\_\_  
Owner Name: \_\_\_\_\_  
Contact Name, Title, Phone #: \_\_\_\_\_  
\_\_\_\_\_  
Dollar Value of Project: \_\_\_\_\_  
Completion Date of Project: \_\_\_\_\_
3. **Name of Project:** \_\_\_\_\_  
Owner Name: \_\_\_\_\_  
Contact Name, Title, Phone #: \_\_\_\_\_  
\_\_\_\_\_  
Dollar Value of Project: \_\_\_\_\_  
Completion Date of Project: \_\_\_\_\_
4. **Name of Project:** \_\_\_\_\_  
Owner Name: \_\_\_\_\_  
Contact Name, Title, Phone #: \_\_\_\_\_  
\_\_\_\_\_  
Dollar Value of Project: \_\_\_\_\_  
Completion Date of Project: \_\_\_\_\_
5. **Name of Project:** \_\_\_\_\_  
Owner Name: \_\_\_\_\_  
Contact Name, Title, Phone #: \_\_\_\_\_  
\_\_\_\_\_  
Dollar Value of Project: \_\_\_\_\_  
Completion Date of Project: \_\_\_\_\_

**ONLY THOSE PROJECTS SHOWN ON THIS PAGE WILL BE CONTACTED TO QUALIFY FOR POINTS IN THIS CATEGORY.**



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**AGREEMENT  
BETWEEN OWNER AND CONTRACTOR FOR  
CONSTRUCTION CONTRACT (STIPULATED PRICE)**

Prepared by



Issued and Published Jointly by



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## INTRODUCTION

This Agreement between Owner and Contractor for Construction Contract (Stipulated Price) ("Agreement") has been prepared for use with the Suggested Instructions to Bidders for Construction Contracts ("Instructions to Bidders") (EJCDC® C-200, 2013 Edition); the Suggested Bid Form for Construction Contracts ("Bid Form") (EJCDC® C 410, 2013 Edition); and the Standard General Conditions of the Construction Contract ("General Conditions") (EJCDC® C-700, 2013 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the others. See also the Guide to the Preparation of Supplementary Conditions (EJCDC® C-800, 2013 Edition), and the Commentary on the 2013 EJCDC Construction Documents (EJCDC® C-001, 2013 Edition).

In construction contracting, as a general matter the "agreement" is the legal instrument executed (signed) by the project owner and the construction contractor, binding the parties to the terms of the contract. See CSI Project Delivery Practice Guide (2011), Section 11.1.2, p. 210, and CSI Construction Specification Practice Guide (2011), Section 5.1, p. 75. This EJCDC Agreement form serves that basic function, by identifying the parties and Contract Documents, and establishing the Contract Price and Contract Times. This Agreement form is specifically intended for stipulated price (fixed price) contracts—that is, contracts in which Owner and Contractor identify specific lump sums and unit prices as Contractor's compensation for performing the Work. For construction contracts in which the Contract Price is primarily based on costs incurred during construction, users should select EJCDC® C-525, Agreement between Owner and Contractor for Construction Contract (Cost-Plus).

This Agreement form is drafted to be flexible enough to be used on projects that are competitively bid, and for public and private contracts that are negotiated or awarded through a proposal process or otherwise. On competitively bid projects, the following documentary information would typically be made available to bidders:

- Bidding Requirements, which include the Advertisement or invitation to bid, the Instructions to Bidders, and the Bid Form that is suggested or prescribed, all of which provide information and guidance for all Bidders, and Bid Form supplements (if any) such as Bid Bond and Qualifications Statement.
- Contract Documents, which include the Agreement, performance and payment bonds, the General Conditions, the Supplementary Conditions, the Drawings, and the Specifications.
- Documents referred to in the Supplementary Conditions or elsewhere as being of interest to bidders for reference purposes, but which are not Contract Documents.

Together, the Bidding Requirements and the Contract Documents are referred to as the Bidding Documents. (The terms "Bidding Documents," "Bidding Requirements," and "Contract Documents" are defined in Article 1 of the General Conditions.) The Bidding Requirements are not Contract Documents because much of their substance pertains to the relationships prior to the award of the Contract and has little effect or impact thereafter. Many contracts are awarded without even going through a bidding process, and thus have no Bidding Requirements, illustrating that the bidding items are typically superfluous to the formation of a binding and comprehensive construction contract. In some cases, however, a bid or proposal will contain numerous line items and their prices; in such case the actual bid or proposal document may be attached as an exhibit to the Agreement to avoid extensive rekeying.

Suggested provisions are accompanied by “Notes to User” and bracketed notes and prompts to assist in preparing the Agreement. The provisions have been coordinated with the other forms produced by EJCDC. Much of the language should be usable on most projects, but modifications and additional provisions will often be necessary. When modifying the suggested language or writing additional provisions, the user must check the other documents thoroughly for conflicts and coordination of terms, and make appropriate revisions in all affected documents.

All parties involved in construction projects benefit significantly from a standardized approach in the location of subject matter throughout the documents. Experience confirms the danger of addressing the same subject matter in more than one location; doing so frequently leads to confusion and unanticipated legal consequences. When preparing documents for a construction project, careful attention should be given to the guidance provided in EJCDC® N-122/AIA® A521, Uniform Location of Subject Matter (2012 Edition), available at no charge from the EJCDC website, [www.ejcdc.org](http://www.ejcdc.org), and from the websites of EJCDC’s sponsoring organizations.

CSI MasterFormat™ (50-Division format) designates Document “00 52 XX” for various forms of the owner-contractor agreement. If this format is used, the first page of the Agreement would be numbered 00 52 13-1 (or other appropriate third pair of numbers, in accordance with MasterFormat™).

Instructions and restrictions regarding the use of this document are set out in the License Agreement that accompanied the document at the time of purchase. To prepare the Agreement for inclusion in a Project Manual or for use in a specific contractual engagement, (1) remove the cover pages and this Introduction, (2) fill in Project-specific information and make revisions to the Agreement, following the guidance in the Notes to Users and bracketed notes and prompts, and the advice of legal counsel, and (3) delete the Notes to Users and bracketed notes and prompts.

**AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between \_\_\_\_\_ (“Owner”) and  
\_\_\_\_\_  
\_\_\_\_\_ (“Contractor”).

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**ARTICLE 2 – THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: \_\_\_\_\_

**ARTICLE 3 – ENGINEER**

3.01 The Project has been designed by \_\_\_\_\_.

3.02 The Owner has retained \_\_\_\_\_ (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

*NOTE(S) TO USER:*

*If an entity or individual other than the design engineer will serve as Owner’s representative during construction, then make appropriate revisions and additions to this Agreement, the General Conditions, the Supplementary Conditions, and other Contract Documents regarding the construction-phase roles and duties of the design engineer and such other entity or individual.*

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

*NOTE(S) TO USER:*

1. *Select one of the two alternative Paragraphs 4.02 below, and delete the other. The first uses dates for the time of completion; the second uses number of days.*
2. *If Owner elects to predetermine fixed dates or fixed number of days for completion of the Work, such dates or number of days should be inserted in the appropriate Paragraph 4.02 below prior to the bidding or other*

*contractor selection process. If the time for completion will be determined through negotiation or a bidding process that allows bidders to specify the time for completion, then leave the blanks below open until the Contract is finalized (e.g., until after the Successful Bidder has been determined and its proposed completion time accepted).*

4.02 *Contract Times: Dates*

- A. The Work will be substantially completed on or before [REDACTED], and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before [REDACTED].

[or]

4.02 *Contract Times: Days*

- A. The Work will be substantially completed within [REDACTED] days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within [REDACTED] days after the date when the Contract Times commence to run.

*NOTE(S) TO USER:*

*If the Contract includes Milestones, add the following Paragraph 4.02.B to the selected version of Paragraph 4.02.A:*

- B. Parts of the Work shall be substantially completed on or before the following Milestone(s):
1. Milestone 1 [event & date/days]
  2. Milestone 2 [event & date/days]
  3. Milestone 3 [event & date/days]

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner \$ [REDACTED] for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
  2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$ [REDACTED] for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
4. Milestones: Contractor shall pay Owner \$ [REDACTED] for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved.

*NOTE(S) TO USER:*

1. *At Substantial Completion, the Owner is able to use the Work for its intended purpose, by definition. See General Conditions, Paragraph 1.01.A. Achieving Substantial Completion is typically a critical deadline, and the associated damages for missing this deadline are typically significant. The subsequent failure to complete the punch list tasks and bring the Work to a complete close by the final completion date may also result in some degree of damages to Owner—though typically these damages are significantly less than the daily damages for not achieving Substantial Completion on time. Some users may choose to establish liquidated damages only for the failure to achieve Substantial Completion. If that is the case, delete paragraphs 4.03.A.2 and .3 above.*
  2. *If failure to achieve a Milestone on time is of such consequence that the assessment of liquidated damages is warranted for the failure to reach the Milestone on time, then retain and complete Paragraph 4.03.A.4; if not, delete it. Add additional similar paragraphs for any additional Milestones subject to a liquidated damages assessment. Liquidated damages for Milestones might, in some cases, be additive to liquidated damages for failing to timely attain Substantial Completion; if so this should be specifically noted.*
- B. *Bonus: Contractor and Owner further recognize the Owner will realize financial and other benefits if the Work is completed prior to the time specified for Substantial Completion. Accordingly, Owner and Contractor agree that as a bonus for early completion, Owner shall pay Contractor \$ [REDACTED] for each day prior to the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract) that the Work is substantially complete. The maximum value of the bonus shall be limited to \$ [REDACTED].*

*NOTE(S) TO USER:*

*If early completion would be a benefit to Owner, then consider retaining and completing the bonus clause above as 4.03.B. The daily bonus for early completion need not be exactly the same as the daily post-Substantial Completion liquidated damages amounts, but presumably the two amounts will be reasonably compatible. If no bonus will be offered, then delete 4.03.B.*

---

4.04 *Special Damages*

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02

for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

*NOTE(S) TO USER:*

*EJCDC recommends developing daily liquidated damages amounts that comprehensively account for the full range of Owner's damages, including costs of additional engineering, construction observation, inspection, and administrative services, and potential fines or penalties. Some Owners, however, prefer to charge a Contractor that has not completed the Work on schedule for Owner's additional hard-dollar costs for fines and penalties, and for extended engineering, construction observation, inspection, and administrative services; these charges are levied on top of the daily liquidated damages amount. It is very important if this practice is followed to be certain that the liquidated damages amount does not already include or rely in part on the potential for incurring these very same hard-dollar costs; if it does, then the separate charge for actual costs may be regarded as "double dipping" and the entire framework of liquidated damages for late completion may be called into question.*

*Those users that choose the "liquidated damages plus actual hard dollar costs" approach may use the preceding "Special Damages" provisions, together with the liquidated damages provisions in Paragraph 4.03, Liquidated Damages, above. **Those users that follow the more conventional path of relying on comprehensive daily liquidated damages to cover the full scope of damage done by late Contractor completion should delete the "Special Damages" provisions—Paragraph 4.04—and rely solely on Paragraph 4.03, Liquidated Damages, above.***

*Finally, note that Paragraph 4.04.B above does not refer to fines or penalties. In the typical case, fines and penalties are linked to Substantial Completion, and are not applicable to delays in final completion of the Work.*

## ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work other than Unit Price Work, a lump sum of: \$ .

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

- B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) \$           .
- D. For all Work, at the prices stated in Contractor’s Bid, attached hereto as an exhibit.

**NOTE(S) TO USER:**

1. *If adjustment prices for variations from stipulated Base Bid or other baseline quantities have been agreed to, insert appropriate provisions.*
2. *Depending upon the particular project’s pricing structure, use 5.01.A alone; 5.01.A, 5.01.B, and 5.01.C together; 5.01.B alone; or 5.01.D alone, deleting those not used and renumbering accordingly. If 5.01.D is used, Contractor’s Bid is attached as an exhibit and listed as a Contract Document in Article 9 below.*

**ARTICLE 6 – PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor’s Applications for Payment on or about the        day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
  1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments

previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

- a. [ ] percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
  - b. [ ] percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to [ ] percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less [ ] percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

*NOTE(S) TO USER:*

*Typical values used in Paragraph 6.02.B are 100 percent and 200 percent respectively, subject to Laws and Regulations specific to the Project.*

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

**ARTICLE 7 – INTEREST**

- 7.01 All amounts not paid when due shall bear interest at the rate of [ ] percent per annum.

**ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

*NOTE(S) TO USER:*

*Modify the above paragraph if there are no such reports or drawings.*

- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

*NOTE(S) TO USER:*

*If the Contract Documents do not identify any Site-related reports and drawings, modify this paragraph accordingly.*

- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

**ARTICLE 9 – CONTRACT DOCUMENTS**

9.01 *Contents*

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 to [redacted], inclusive).
  - 2. Performance bond (pages [redacted] to [redacted], inclusive).
  - 3. Payment bond (pages [redacted] to [redacted], inclusive).
  - 4. Other bonds.
    - a. [redacted] (pages [redacted] to [redacted], inclusive).

*NOTE(S) TO USER:*

*Such other bonds might include maintenance or warranty bonds intended to manage risk after completion of the Work.*

- 5. General Conditions (pages [redacted] to [redacted], inclusive).

6. Supplementary Conditions (pages [ ] to [ ], inclusive).
7. Specifications as listed in the table of contents of the Project Manual.
8. Drawings (not attached but incorporated by reference) consisting of [ ] sheets with each sheet bearing the following general title: [ ] [or] the Drawings listed on the attached sheet index.
9. Addenda (numbers [ ] to [ ], inclusive).
10. Exhibits to this Agreement (enumerated as follows):
  - a. Contractor's Bid (pages [ ] to [ ], inclusive).

*NOTE(S) TO USER:*

1. *As noted in the introduction to this Agreement, in the typical case bidding-related documents such as the Instructions to Bidders and Bid are not included as Contract Documents. Include Contractor's Bid as a Contract Document here only as a matter of necessity, for example if the Bid contains numerous line items and their prices, and rekeying such information would be burdensome and susceptible to error.*
  2. *List other required attachments (if any), such as documentation submitted by Contractor prior to Notice of Award and documents required by funding or lending agencies.*
11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
    - d. Field Orders.

*NOTE(S) TO USER:*

*If any of the items listed are not to be included as Contract Documents, remove such item from the list and renumber the remaining items.*

- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## **ARTICLE 10 – MISCELLANEOUS**

### 10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

#### 10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

#### 10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

#### 10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### 10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor,

through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

*NOTE(S) TO USER:*

1. *Delete Paragraph 10.06.A if inapplicable.*
2. *Insert other provisions here if applicable.*
3. *When the Contractor is required in this Contract to accept assignment of a procurement contract, previously entered into by the Owner (as “Buyer”) with a manufacturer or distributor (as “Seller”) for the direct purchase of goods (most commonly equipment) and related special services, insert at this location in the Agreement language regarding the assignment. For model language, refer to EJCDC® P-200 (Suggested Instructions to Bidders for Procurement Contracts), Notes to User at Article 23. For additional information on assigning a procurement contract, refer to EJCDC® P-001, Commentary on the EJCDC Procurement Documents.*
4. *Performance Requirements and Damages. In some cases the construction contract will contain performance requirements that must be met by the equipment, systems, or facilities constructed or furnished by Contractor. The Owner’s remedies for Contractor’s failure to meet the performance requirements may include rejection of the items in question; correction remedies; exercise of warranty rights; and acceptance of the underperforming items coupled with a reduction in Contract Price or imposition of damages to compensate Owner for not receiving its full contractual entitlement. Typical damages might be for reduced production or treatment, or for the costs of increased electricity or chemical consumption over the life of the equipment. On some projects the Owner and Contractor may contractually stipulate specific damages that will be owed in the event of specific levels of underperformance. It is important when drafting such provisions to clarify whether the availability of underperformance damages is meant to close off other potential remedies. Most commonly performance provisions (and any stipulated damages amounts) will be located in the Specifications. It may be useful to provide a cross-reference to such provisions here in the Agreement, or in some cases to state the stipulated damages amounts here because of their importance to the pricing of the Contract, which is one of the primary subjects of the Agreement.*

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

NOTE(S) TO USER:

1. See Article 21 of the Instructions to Bidders and correlate procedures for format and signing of the documents.
2. The Effective Date of the Contract stated above and the dates of any construction performance bond (EJCDC® C-610 or other) and construction payment bond (EJCDC® C-615 or other) should be the same, if possible. In no case should the date of any bonds be earlier than the Effective Date of the Contract.

OWNER:

CONTRACTOR:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

License No.: \_\_\_\_\_  
*(where applicable)*

*(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

*NOTE TO USER: Use in those states or other jurisdictions where applicable or required.*

## CITY COMMISSION OF THE CITY OF WILDWOOD

### EXECUTIVE SUMMARY

**SUBJECT:** Special Event – Ides of March Madness 5K Run/Walk (TEMP 1309-03)

**REQUESTED ACTION:** Consideration of the 2014 Wildwood Rotary/Athletic Club's 5K Run/Walk Event (Board Option)

Work Session (Report Only)      **DATE OF MEETING:** 10/14/13  
 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 (Erika Corley/Wildwood Rotary and Wildwood Athletic Club) seeks approval from the City Commission for a 5K run/walk event on March 15<sup>th</sup>, 2014 from 6 am to 10:30 am.

Temporary closures of City-controlled streets are being requested during this event (participants would run along the sidewalk / grass along Powell Road), as well as some assistance from Police / Public Works as detailed in their application.

The application was forwarded to the Police and Public Works Departments, and there are no objections to proceeding with the route as proposed at this time.



Jason McHugh  
Development Services Coordinator



**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: N/A  
Receipt Number: TEMP 1309-03

### Temporary Use/Special Event Application

Applicant's Name: Wildwood Rotary & Wildwood Athletic Club(s)  
Business/Organization Name: Wildwood Rotary  
Address: c/o 8870 SE 159th Pl Summerfield, FL 34491  
Phone: (352) 470 3237 Email: elckook@gmail.com

Property Owner(s): \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Type of Event: Ides of March... Madness 5K Run/Walk  
Proposed Use: A 3.1 WALK - RUN throughout the residential streets of WW  
START/FINISH ON WONDERS ST, USE OF City HALL Courtyard for AWARD presentation  
Beginning Date: 3/15/14 Ending Date: 3/15/14 Hours of Operation: 4-5 hrs

Property Information:  
Address (if any): \_\_\_\_\_  
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). Commission
- 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 coat 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 80672).~~
- 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: September 6, 2013

Conditions: \_\_\_\_\_  
Application Approved By: \_\_\_\_\_ Date: \_\_\_\_\_

September 6, 2013

Good afternoon,

On behalf of the Wildwood Rotary, and the Wildwood Athletic Club we are pleased to announce the second annual Ides of March... Madness 5k Run/Walk. The March 2014 5K will be hosted on Saturday, March 15th. The race will begin at 8:00a. As last year, the race will begin/end at Wildwood City Hall's front courtyard and Wonders Street. Once again, we have contracted with Race Time Sports out of Altamonte Springs, FL in order to provide a complete timed 5K. The race route will begin at Wildwood City Hall, the course will run (the same) 3.1 miles of historic city streets.

We have attached a rough map along with our Special Events application, allowing perusal of the race route that was accessed last year. Again this year, there will be no lane closures along Powell Road. Wildwood Rotary and Athletic Club will be responsible for public notification of any temporary city residential street closures along the 5k route. As the time draws near, we will meet again with Cheif Reeser and the Wildwood PD to review the race route, and police officer assistance the morning of the race.

We would also like to host the award/medal presentation at the end of the 5k within the perimeter of the City Hall courtyard. We would like to close the courtyard area from approximately 6a until no later than 10:30am on the morning of Saturday March the 15th. It will be the responsibility of both the Wildwood Rotary, and the Wildwood Athletic Club to assure that the courtyard, and streets along the race route are left with no debris following the 5k.

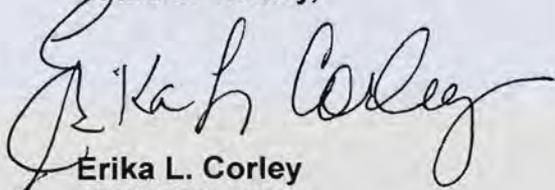
It is the hopes and goal of our club(s) to make this a Tri-County event that will continue to become a part of Wildwood's city calendar of events. It is also our goal to show Wildwood Pride, and where better, than on the front door steps of our great city!

At this time, we would like to request to be on the docket of the October City Commissioner's Meeting.

Please feel free to contact me with any questions and/or concerns.

And we look forward to seeing you.....at the start line!!!

Yours in Rotary,



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

Visit us on FB: [www.facebook.com/IdesofMarchMadness5k](http://www.facebook.com/IdesofMarchMadness5k)

**2013 FLORIDA NON PROFIT CORPORATION ANNUAL REPORT**

DOCUMENT# N12000008811

Entity Name: WILDWOOD ROTARY CLUB, INC.

Current Principal Place of Business:

2031 N. C-470  
LAKE PANASOFFKEE, FL 33538

Current Mailing Address:

P O BOX 863  
WILDWOOD, FL 34785

FEI Number: 46-1089483

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

THORNTON, RANDALL N  
2031 N. C-470  
LAKE PANASOFFKEE, FL 33538 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

SIGNATURE:

\_\_\_\_\_  
Electronic Signature of Registered Agent

\_\_\_\_\_  
Date

**Officer/Director Detail Detail :**

Title D  
Name THORNTON, RANDALL N  
Address 2031 N. C-470  
City-State-Zip: LAKE PANASOFFKEE FL 33538

Title D  
Name CHILDERS, RICHARD DSR.  
Address P O BOX 1189  
City-State-Zip: WILDWOOD FL 34785

Title D  
Name FORCE, STUART  
Address 3 TANGERINE RD.  
City-State-Zip: YALAHA FL 34797

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath, that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: RANDALL N THORNTON

DIRECTOR

01/02/2013

\_\_\_\_\_  
Electronic Signature of Signing Officer/Director Detail

\_\_\_\_\_  
Date



**RANDALL N. THORNTON**  
ATTORNEY AT LAW  
POST OFFICE BOX 58  
LAKE PANASOFFKEE, FLORIDA 33538

2031 NORTH C.470  
RTHORNTON@EMBARQMAIL.COM

(352) 793-4040  
FAX (352) 793-3845

September 5, 2012

Florida Secretary of State  
New Corporations Division  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, Fl 32301

Re: Wildwood Rotary Club, Inc.

Dear Sir:

Enclosed are the Articles of Incorporation on the above. Please file and issue a certified copy. Enclosed is my check for \$78.75.



Randall N. Thornton

encl.

12 SEP 13 PM 4:06  
FALL GARDEN, FLORIDA

ARTICLES OF INCORPORATION  
OF  
WILDWOOD ROTARY CLUB, INC.  
(A Florida Corporation, Not for Profit)

ARTICLE I NAME

The name of this corporation shall be WILDWOOD ROTARY CLUB, INC.

ARTICLE II PRINCIPAL OFFICE

The address of the principal office of the corporation is 2031 N. C-470 Lake Panasoffkee, Fl 33538, and the mailing address is P O Box 863 Wildwood, Fl 34785.

ARTICLE III PURPOSE

This corporation is organized exclusively for charitable, educational and scientific purposes under Section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code.

ARTICLE IV DISSOLUTION

Upon the dissolution of this organization, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code (Code), or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not disposed of shall be disposed of by the Circuit Court for Sumter County, Florida, exclusively for such purposes or to such organization or organizations as said Court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE V DURATION

This corporation shall exist perpetually.

ARTICLE VI DIRECTORS

This corporation shall have eight directors initially, who shall be known as directors and who shall be elected as per procedures established in the by laws of the corporation. The number of directors may be increased or diminished from time to time by the by-laws adopted by the membership of the corporation, but shall never be less than three (3). The names and addresses of the initial directors are:

Name	Address
Randall N. Thornton	2031 N. C-470 Lake Panasoffkee, Fl 33538
Richard D. Childers Sr.	P O Box 1189 Wildwood, Fl 34785
Stuart Force	3 Tangerine Rd Yalaha, Fl 34797

ARTICLE VII REGISTERED OFFICE AND AGENT

The registered office of this corporation shall be at 2031 N. C-470 Lake Panasoffkee, Fl 33538. The mailing address is P O Box 863 Wildwood, Fl 34785. The board of directors may from time to time move the registered office to any other address in Florida. The registered agent for the corporation whose place of residence is the principal office thereof, shall be Randall N. Thornton.

ARTICLE VIII INCORPORATORS

The name, post office address and residence of the person signing these Articles of Incorporation are:

Richard D. Childers Sr.	P O Box 1189 Wildwood, Fl 34785
Stuart Force	3 Tangerine Rd Yalaha, Fl 34797
Randall N. Thornton	2031 N. C-470 Lake Panasoffkee, Fl 33538

12 SEP 13 PM 4:46  
STATE OF FLORIDA  
TALLAHASSEE, FLORIDA

ARTICLE IX BY-LAWS

In furtherance and not in limitation of the powers conferred by the laws of the State of Florida, the Board of Directors are hereby authorized to adopt, alter, amend or repeal By-Laws at their pleasure, so long as such By-Lays are in accordance with the laws of the State of Florida and the Code, and consistent with the rules and regulations of Rotary International.

ARTICLE X AMENDMENTS

These Articles of Incorporation may be amended in the manner provided by law. Any proposed amendment shall require a two-thirds (2/3) vote of the members for approval of the amendment.

ARTICLE XI INDEMNIFICATION

The corporation shall indemnify any officer or director or any former officer or director, to the full extent permitted by law.

IN WITNESS WHEREOF, the undersigned subscribers have executed these Articles of Incorporation on the 5<sup>th</sup> day of September, 2012.

Richard D. Childers Sr  
Richard D. Childers, Sr.

Stuart Force  
Stuart Force

Randall N. Thornton  
Randall N. Thornton

STATE OF FLORIDA  
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me on the 5<sup>th</sup> day of September, 2012, by Richard D. Childers, Sr. Randall N. Thornton, and Stuart Force.



Marsha L. Martz  
Notary Public, State of FLA  
My Commission Expires: \_\_\_\_\_

Personally known \_\_\_\_\_ or produced identification  
Type of Identification Produced \_\_\_\_\_

12 SEP 13 PM 4:46  
STATE OF FLORIDA  
TALLAHASSEE, FLORIDA

ACCEPTANCE OF DESIGNATION OF REGISTERED AGENT

I, Randall N. Thornton, whose mailing address and street address are set forth above, hereby accepts the herein designation as registered agent of this corporation.

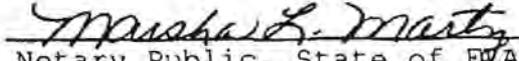
DATED this 5<sup>th</sup> day of September, 2012.

  
\_\_\_\_\_  
Randall N. Thornton

STATE OF FLORIDA  
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me on the 5<sup>th</sup> day of September, 2012, by Randall N. Thornton.



  
\_\_\_\_\_  
Notary Public, State of FLA  
My Commission Expires: \_\_\_\_\_

Personally known ✓ or produced identification  
Type of Identification Produced \_\_\_\_\_

12 SEP 13 PM 4:46  
STATE OF FLORIDA  
TALLAHASSEE, FLORIDA



CONTACT INFORMATION  
For (Day of)

Ides of March Madness 5K

Erika Corley

(352) 470-3237

Brenda Shrewsbury

(352) 461-4600

Joe Cox

(352) 303-8717

Lester Lucas

(352) 303-8066

## CITY COMMISSION OF THE CITY OF WILDWOOD

### EXECUTIVE SUMMARY

**SUBJECT:** Special Event – Wildwood Middle/High School Homecoming (TEMP 1310-01)

**REQUESTED ACTION:** Consideration of the 2013 Wildwood Middle/High School Homecoming Parade (Board Option)

Work Session (Report Only)      **DATE OF MEETING:** 10/14/13  
 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 (Howard Smith / Sumter County Schools) seeks approval from the City Commission for a Homecoming Parade on November 1<sup>st</sup>, 2013 from 4:30 pm to 5:30 pm.

Temporary closures of City-controlled streets are being requested during this event, as well as some assistance from Police / Public Works as detailed in their application.

The application has been reviewed by the Police, Public Works, and Development Services Departments, and those departments met with the applicant to identify alternatives to the original route requested due to the closure of Cleveland Avenue (C-466A) and the additional traffic from the roadway detour. The revised parade route is attached for your review and approval.



Jason McHugh  
Development Services Coordinator



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: <u>N/A</u>
Method of Payment: <u>0</u>
Receipt Number: <u>N/A</u>

### Temporary Use/Special Event Application

Applicant's Name: Howard Andrew Smith  
 Business/Organization Name: Wildwood Middle High School  
 Address: 700 Huey St. Wildwood, FL 34785  
 Phone: (352) 748-1314 Email: smithh@sumter.k12.fl.us  
 Property Owner(s): Sumter County School District  
 Address: 2680 WCR 476 Bushnell, FL  
 Phone: (352) 793-2315 Email: \_\_\_\_\_  
 Type of Event: Homecoming Parade  
 Proposed Use: Parade  
 Beginning Date: 11/1/13 Ending Date: 11/1/13 Hours of Operation: 4:30 pm - 5:30 pm

Property Information:  
 Address (if any): \_\_\_\_\_  
 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.

- N/A \$100.00 non-refundable application fee (per site). N/A
- Notarized, dated permission letter from the property owner(s). Commission
- 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.
- N/A If a tent will be used for the event, a copy of the flame-retardant seal must be provided.
- N/A Copy of State of Florida Dept. of Highway Safety and Motor Vehicles License.
- N/A 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: 10/1/13

Conditions: _____
Application Approved By: _____ Date: _____



10/03/13

JAMES C. PRESLEY

Principal

KATE AUSTIN

Assistant Principal

JENNIFER HAINES

Assistant Principal Intern

MARK DUSLAK

Guidance Counselor  
(Middle School)

ELIZABETH "Betty" WEAVER

Guidance Counselor  
(High School)

JAMI BARNES

Reading Coach

BRUCE PETERS

ESE Staffing Specialist

DEP. JEREMIAH PRICE

Resource Officer

VON MORELAND

Athletic Director

AARON MARTIN

Media Specialist

MARY GREER

Food Service

TELEPHONE

(352)748-1314

FAX LINES

(352)748-5462

Guidance/Records

(352)748-7668

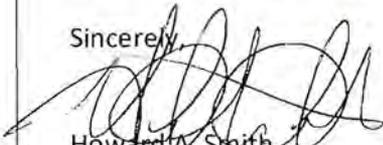
General

To Whom it May Concern,

The 2012-2013 Wildwood Middle High School Homecoming Parade is scheduled for Friday, November 1, 2013, from 4:15pm to 5:30pm. We will line up beginning at 4:15 in the bus loop immediately after the buses leave. Our theme this year is 'A Winter Spectacular: Freeze Out the Wolfpack!' Your Wildwood Wildcats will play the Westport Wolfpack that evening at 7:00pm. We're looking to showcase some hometown school pride in the parade and at the game.

If you have any questions, please feel free to contact me via phone: (352)461-7985, or email me at [howard.smith@sumter.k12.fl.us](mailto:howard.smith@sumter.k12.fl.us).

Sincerely,

  
Howard A. Smith

12<sup>th</sup> Grade Team Leader  
Homecoming Coordinator



Kate Austin

Assistant Principal

Wildwood Middle High School

# WILDWOOD MIDDLE HIGH SCHOOL

"EXCELLENCE IS THE STANDARD"

700 Huey Street - Wildwood, Florida 34785

<http://www.sumter.k12.fl.us/schools/wmhs>



JAMES C. PRESLEY  
Principal

KATE AUSTIN  
Assistant Principal

JENNIFER HAINES  
Assistant Principal Intern

MARK DUSLAK  
Guidance Counselor  
(Middle School)

ELIZABETH "Betty" WEAVER  
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General

School Administration and faculty supervision for the Homecoming  
Parade, 11/1/13

- |  |              |
|--|--------------|
| 1. James Presley, Principal                | 352-636-2188 |
| 2. Kate Austin, Ass't Principal            | 352-552-4181 |
| 3. Jennifer Haines, Ass't Principal Intern | 352-232-5222 |
| 4. Howard Smith, Homecoming Coordinator    | 352-461-7985 |
| 5. Aaron Martin, Media Specialist          | 352-457-7701 |
| 6. Djuan Graham, Senior Sponsor            | 352-205-3932 |

# City of Wildwood, Florida

100 N. Main Street  
Wildwood, Florida 34785

Phone: (352) 330-1330  
Fax: (352) 330-1338

## PARADE APPLICATION FORM

Name of Organization: Wildwood Middle High School Leader of Organization: James C. Presley  
 Address: 700 Huey St Address: \_\_\_\_\_  
Wildwood, FL 34785  
 Telephone: (352) 748-1314 Telephone: ( )

Type of Parade: Homecoming Date of Parade: 11/1/13  
 Object of Parade: Homecoming Parade

Number of Entries: 50 Time Lineup Begins: 4:15 pm Time Parade Begins: 4:30 pm

Approximate Length of Parade (i.e. Minutes/Hours): 90 minutes

DO YOU HAVE YOUR OWN BARRICADES AND/OR YELLOW/ORANGE FLORESCENT RIBBON? YES \_\_\_\_\_ NO

IF NO, ARE YOU REQUESTING ASSISTANCE WITH BARRICADES? yes

WILL YOUR ORGANIZATION BE RESPONSIBLE FOR THE COST INVOLVED IN THE PARADE?  
 (i.e. Police Officers and Public Works employees, etc.)(Manpower) YES \_\_\_\_\_ NO

ARE YOU REQUESTING THE CITY OF WILDWOOD BEAR THE EXPENSE OF THIS PARADE? YES  NO \_\_\_\_\_

DO YOU HAVE ADULT VOLUNTEERS TO ASSIST IN TRAFFIC CONTROL? YES \_\_\_\_\_ NO

IF YES, PLEASE LIST THEIR NAME AND TELEPHONE NUMBER WHERE THEY MAY BE CONTACTED BELOW:

NAME	PHONE	NAME	PHONE
1.	( )	5.	( )
2.	( )	6.	( )
3.	( )	7.	( )
4.	( )	8.	( )

### NAME, ADDRESS, & PHONE NUMBER OF YOUR INSURANCE CARRIER:

NAME: Preferred Governmental Ins. Trust PHONE: ( )  
 ADDRESS: P.O. Box 958455 POLICY NUMBER: PX FL 4 0605060 12-10

**PLEASE ATTACH A SKETCH OF THE PROPOSED PARADE ROUTE WHICH SHOWS STREETS, INCLUDING THE LINEUP AREA, FOR APPROVAL**

1. YOU ARE ADVISED THAT **EACH** ENTRY / UNIT IN THE PARADE MUST COMPLETE A RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT FOR PARTICIPATION IN A CITY OF WILDWOOD PARADE.
2. ALL RELEASES **MUST BE RETURNED TO THE CITY OF WILDWOOD** NO LATER THAN 5 DAYS PRIOR TO THE DATE OF THE PARADE.
3. A COPY OF THE RELEASE IS AVAILABLE FOR EACH PARADE ORGANIZER.
4. YOU ARE AUTHORIZED TO MAKE AS MANY COPIES OF THE RELEASE AS ARE NEEDED FOR THE PARADE PARTICIPANTS.

City Manager: 330-1330 x109/110

Public Works: 330-1343

Police Department: 330-1355

City Clerk: 330-1330 x100

CERTIFICATE OF COVERAGE

ISSUED ON: 10/3/2013

COVERAGE PROVIDED BY: **PREFERRED GOVERNMENTAL INSURANCE TRUST**

PACKAGE AGREEMENT NUMBER: PX FL4 0605060 12-10

COVERAGE PERIOD: 7/1/2013 TO 7/1/2014 12:01 AM

**COVERAGES:** This is to certify that the agreement below has been issued to the designated member for the coverage period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded by the agreement described herein subject to all the terms, exclusions and conditions of such agreement.

Mail to: Certificate Holder  
City of Wildwood  
100 N. Main St.  
Wildwood, FL 34785

*Designated Member*  
**The School District of Sumter County, Florida**  
2680 W CR 476  
**Bushnell, FL 33513**

**LIABILITY COVERAGE**

- X **Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury**  
Limit \$5,000,000                      \$10,000 Deductible
- X **Educators Legal Liability & EPLI**  
Limit \$1,000,000                      \$25,000 Deductible
  
- X **Employee Benefits Liability**  
Limit \$1,000,000                      \$10,000 Deductible
- Law Enforcement Liability**  
Limit

**WORKERS' COMPENSATION COVERAGE**

- X **Self Insured Workers' Compensation**  
\$350,000 Self Insured Retention
- X **Statutory Workers' Compensation**
  
- X **Employers Liability**  
\$1,000,000 Each Accident  
\$1,000,000 By Disease  
\$1,000,000 Aggregate Disease

**PROPERTY COVERAGE**

- X **Buildings & Personal Property**  
Per schedule on file with                      \$25,000 Deductible  
TrustLimit  
*Note: See coverage agreement for details on wind, flood, and other deductibles.*
- X **Rented, Borrowed and Leased Equipment**  
Limit \$50,000 TIV                      See Schedule for Deductible
- X **All other Inland Marine**  
Limit \$1,150,000 TIV                      See Schedule for Deductible

**AUTOMOBILE COVERAGE**

- Automobile Liability**  
Limit \$5,000,000                      \$10,000 Deductible
- X All Owned  
Specifically Described Autos
  - X Hired Autos
  - X Non-Owned Autos
- Automobile Physical Damage**
- X Comprehensive See Schedule for Deductible
  - X Collision See Schedule for Deductible
  - X Hired Auto with limit of \$35,000
- 
- Garage Keepers**
- Liability Limit
  - Liability Deductible
  - Comprehensive Deductible
  - Collision Deductible

NOTE: The most we will pay is further limited by the limitations set forth in Section 768.28(5), Florida Statutes (2010) or the equivalent limitations of successor law which are applicable at the time of the loss.

Description of Operations/ Locations/ Vehicles/Special items:

Wildwood Middle High School Homecoming parade for 2013-2014

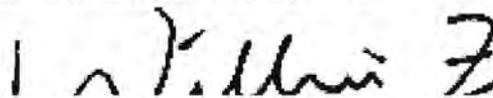
*This section completed by member's agent, who bears complete responsibility and liability for its accuracy.*

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the agreement above.

Administrator  
**Public Risk Underwriters®**  
P.O. Box 958455  
Lake Mary, FL 32795-8455

Producer  
**Brown & Brown of Florida, Inc.**  
P. O. Box 491636  
Leesburg, FL 347491636

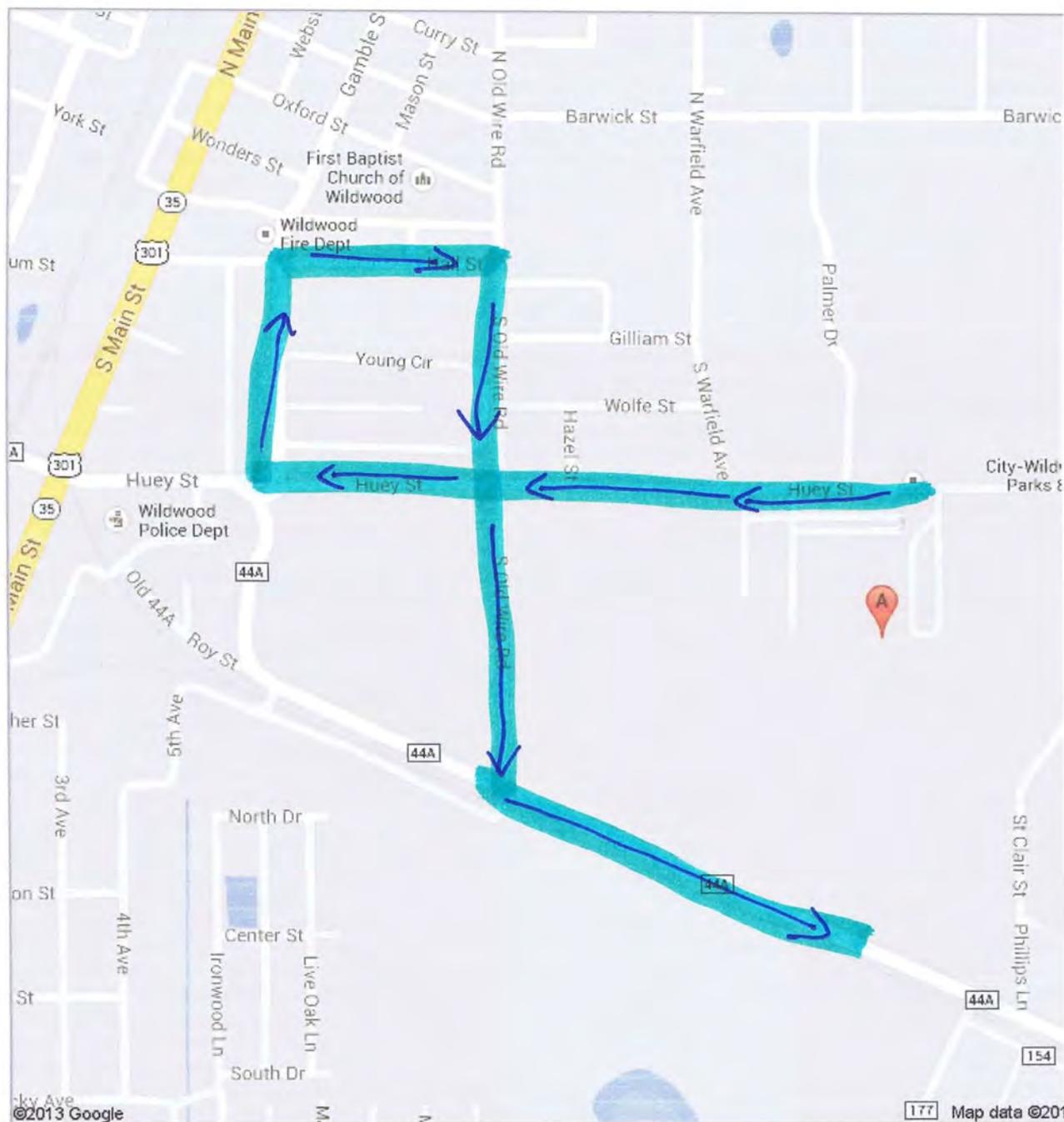
CANCELLATIONS  
SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, PREFERRED GOVERNMENTAL INSURANCE TRUST WILL ENDEAVOR TO MAIL 60 DAYS WRITTEN NOTICE, OR 10 DAYS WRITTEN NOTICE FOR NON-PAYMENT OF PREMIUM, TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.



AUTHORIZED REPRESENTATIVE



Address **700 Huey St**  
**Wildwood, FL 34785**



# CITY COMMISSION OF THE CITY OF WILDWOOD

## EXECUTIVE SUMMARY

**SUBJECT:** Procedures for recusal by Special Magistrate

Board Option

**REQUESTED ACTION:**

<input type="checkbox"/> Work Session (Report Only)	<b>DATE OF MEETING:</b> <u>10/14/13</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:**

Case RZ 1308-02, a City-initiated rezoning of the recreation facility at Wildwood Country Resort, was scheduled to be heard by the Special Magistrate acting as the Planning and Zoning Board on October 1, 2013. However the Special Magistrate declined to make a recommendation to the City Commission due to a potential conflict of interest (Mr. Lowry's law firm, Potter, Clement, Bergholtz, and Alexander, handles business for the property owner, which may or may not have had a bearing on the case).

The Land Development Regulations (LDRs) do not explicitly outline a procedure in the event the Special Magistrate recuses himself from a particular case. Although it has been past practice for the City Commission to sit as the Planning and Zoning Board in order to hear the case and generate a recommendation unto itself, staff has sought input from the City Attorney and is now seeking direction from the City Commission to formalize the process to be followed for this case to be heard and resolved (owing to the contentious nature of several Wildwood Country Resort residents toward the current property owner/park management), as well as others like it which may arise from time to time.

There are two options which have been outlined as possible alternatives for the Commission to consider which could be brought back to the Commission at the next meeting on October 28, 2013:

1. Pass a Resolution to appoint a backup Special Magistrate, as provided for under subsection 1.7(E) of the LDRs. Staff would have to identify and secure a qualified individual who could serve as a backup Special Magistrate.
2. Pass a resolution to appoint the City Commission as the Planning and Zoning Board in cases where there is a potential, perceived, or actual conflict of interest. This approach would require additional research by the City Attorney to affirm the City Commission's authority to take this action.

Based on the direction received from the City Attorney and City Commission, staff will take the appropriate steps to present case RZ 1308-02 before the Planning and Zoning Board and ultimately the City Commission.

A handwritten signature in blue ink, appearing to read 'JM', with a long horizontal flourish extending to the right.

Jason McHugh  
Development Services Coordinator

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