



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

November 11, 2013 - 7:00 PM

City Hall Commission Chamber

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

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

The City of Wildwood DOES NOT provide this verbatim record.

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

1. CALL TO ORDER:

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

2. 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.)

- a. Minutes for Approval: September 24, 2013 Regular Meeting.
- b. Bills for Approval (Attachment – Staff Recommends Approval)
- c. SP 1309-03. Site plan approval for Miryala Office Complex (Two-story office building totaling 10,546 SF). (Staff Recommends Approval).
- d. SP 1309-06. Site plan approval for Fort Knox Self-Storage Facility (Self-storage facility totaling 73,750 SF). (Staff Recommends Approval).

3. PRESENTATIONS AND/OR PROCLAMATIONS - None

a.

4. PUBLIC HEARINGS – Timed Items

Quasi-Judicial

- a. **Transmittal of Large Scale Comprehensive Plan Amendment to State Reviewing Agencies. ORDINANCE NO. O2013-54. AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA; AMENDING THE FUTURE LAND USE ELEMENT OF THE CITY OF WILDWOOD COMPREHENSIVE PLAN IN ACCORDANCE WITH THE COMMUNITY PLANNING ACT OF 2011; CREATING FUTURE LAND USE ELEMENT OBJECTIVE 1.7.A AND POLICIES 1.7.A.1 THROUGH 1.7.A.4 CONCERNING REGIONAL ACTIVITY CENTERS; DESIGNATING THE TRAILWINDS VILLAGE**

PROJECT AND THE WILDWOOD COMMONS PROJECT AS REGIONAL ACTIVITY CENTERS PURSUANT TO CHAPTER 380.06(2)(E), FLORIDA STATUTES, AND RULE 28.24.014(10), FLORIDA ADMINISTRATIVE CODE; AND PROVIDING FOR AN EFFECTIVE DATE. (Attachments – Staff Recommends Approval).

5. **PUBLIC FORUM – 10 minute time limit**

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

- a. **ORDINANCE NO. O2013-50.** *AN ORDINANCE OF THE CITY OF WILDWOOD FLORIDA; PROPOSING A SMALL SCALE FUTURE LAND USE MAP AMENDMENT TO THE ADOPTED LOCAL COMPREHENSIVE PLAN AND FUTURE LAND USE MAP IN ACCORDANCE WITH THE COMMUNITY PLANNING ACT OF 2011, AS AMENDED; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.* This Ordinance changes the Future Land Use Map designation of Parcel D17=007 totaling 0.3 acres from County “Rural Residential” to City “Commercial” (Attachments: Staff Recommends Approval).
- b. **ORDINANCE NO. O2013-51.** *AN ORDINANCE OF THE CITY OF WILDWOOD FLORIDA; PROPOSING A ZONING MAP AMENDMENT TO THE OFFICIAL ZONING MAP IN ACCORDANCE WITH SECTIONS 3.2 AND 3.3 OF THE LAND DEVELOPMENT REGULATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.* This Ordinance changes the Zoning Map designation of Parcel D17=007 totaling 0.3 acres from County “RR” to City “C-3: General Commercial - Highway” (Attachments: Staff Recommends Approval).
- c. **ORDINANCE NO. O2013-52.** *AN ORDINANCE OF THE CITY OF WILDWOOD FLORIDA; DELETING SECTION 12-96 OF THE CITY OF WILDWOOD CODE OF ORDINANCES AND CREATING SECTION 3.22 OF THE CITY OF WILDWOOD LAND DEVELOPMENT REGULATIONS; PERTAINING TO PARKING OF SEMI-TRUCKS AND SEMI-TRAILERS ON REAL PROPERTY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.* This Ordinance updates the City’s regulations regarding the parking of semi-trucks and semi-trailers within the City. (Attachments: DISCUSSION NECESSARY).
- d. **ORDINANCE NO. O2013-53.** *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. REPEALING ORDINANCE O2010-12; FOR CERTAIN PROPERTY WITHIN THE CITY OF WILDWOOD, FLORIDA; OWNED BY WILDWOOD SUMTER HOLDINGS, LLC; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.* This Ordinance is a PD Amendment for the Triumph South Development (Attachments - Staff Recommends Approval).
- e. **ORDINANCE NO. O2013-55.** *AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROVIDING FOR THE VOLUNTARY ANNEXATION OF CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 1.5 ACRES BEING GENERALLY LOCATED ON THE SOUTH SIDE OF C-466 AND WEST OF C-209; IN SECTION 13, TOWNSHIP 18 SOUTH, RANGE 22 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.* This property is located in the Joint Planning Area with Sumter County and meets all legal

requirements for annexation (Staff Recommends Approval).

- f. **ORDINANCE NO. O2013-56. AN ORDINANCE OF THE CITY OF WILDWOOD FLORIDA; AMENDING SECTION 6.4 OF THE LAND DEVELOPMENT REGULATIONS OF THE CITY OF WILDWOOD, FLORIDA; PERTAINING DRAINAGE AND STORM WATER MANAGEMENT; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.** This Ordinance modifies the City's stormwater management regulations to be consistent with the new FDEP and SWFWMD rules that were adopted in early October (Staff recommends Approval).

7. RESOLUTIONS FOR APPROVAL

- a. Resolution R2013-32; **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILDWOOD, FLORIDA DETERMINING THAT CERTAIN REAL PROPERTY IS SURPLUS; DETERMINING THAT SAID REAL PROPERTY SHOULD BE USED IN A MANNER TO FURTHER THE PUBLIC INTEREST; PROVIDING FOR AN EFFECTIVE DATE.** Parcels G08=047, G08=039, and a portion of parcel G08=018 (totaling 2.65 acres MOL). (Attachment – Staff recommends approval)

8. FINANCIAL & CONTRACTS & AGREEMENTS

- a. TABLED From October 28: Request Purchase of K9, Vehicle and Equipment to assist with area coverage, apprehension of suspects, and tracking of missing persons. Total cost estimate \$67,900. (Attachment – Board Option)
- b. Request approval for KHA IPO #23 – Trailwinds Utility Extensions in the amount of \$246,000 for the design, permitting, bid administration and construction administration for the offsite water and wastewater infrastructure needed to serve the Trailwinds development. (Attachment – Staff recommends approval)
- c. Request approval for City of Wildwood and Landstone-Wright Utilities Agreement with fiscal impact information and alternative. (Attachments – Staff recommends approval)
- d. Request to renew property lease with City of Wildwood, DM7 Cattle, Dodd McDowell. Property near RIBs. This is a renewal of a continuous lease. (Attachment – Board Option)

9. GENERAL ITEMS FOR CONSIDERATION/DISCUSSION and OTHER BUSINESS

- a. Gwendolyn Lewis-Brown and Lisa Stokes request approval to use Martin Luther King Park December 21, 2013 from 9 a.m. until 5 p.m. for the Annual Christmas Extravaganza & Bike give away. (Attachment – Board Option)
- b. BW City Ministries request approval to use the Gazebo and Parking area by City Hall for Annual Holiday Turkey Drive Give Away, Saturday, November 23, 2013 at 8 a.m. (Attachment – Board Option)
- c. Sam Saleem, Wildwood Community Development Request approval to host the Dr. Martin Luther King, Jr. Parade and festivities January 20, 2014 from 11 a.m. until 7 p.m. with closing of roadways for parade. Staff recommends approval contingent upon the County BOCC approving closure of involved County roads. (Attachments)

10. APPOINTMENTS - None

11. CITY MANAGER REPORTS

- a. Fountain at rear of City Hall Discussion/Decision: Repair or take out. Water and electric service lines have been located.
- b. Federal Prison water-wastewater flow reduction with possible revenue reduction. Information only at this time. (Attachments)

12. **CITY ATTORNEY REPORTS**
13. **CITY CLERK REPORTS**
14. **OTHER DEPARTMENT REPORTS**
15. **COMMISSION MEMBERS REPORTS**
16. **ADJOURNMENT**

IMPORTANT DATES (No Attachments)

- a. November 11, 2013 – (Monday) – City Commission Meeting – 7:00 PM – City Hall Commission Chamber
- b. November 11, 2013 – (Monday) – Veterans' Day – Wildwood offices Open
- c. November 25, 2013 – (Monday) – City Commission Meeting – 7:00 PM – City Hall Commission Chamber
- d. November 28, 2013 – (Thursday) – Thanksgiving Day. City Offices Closed, except Police Department
- e. November 29, 2013 – (Friday) – City Offices Closed, except Police Department
- f. December 9, 2013 – (Monday) – City Commission Meeting – 7:00 PM – City Hall Commission Chamber
- g. December 23, 2013 – (Monday) – City Commission Meeting – 7:00 PM – City Hall Commission Chamber

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA
REGULAR MEETING
September 24, 2013 – 7:00 P.M.
CITY HALL COMMISSION CHAMBER

The City Commission of the City of Wildwood, Florida met in Regular session September 24, 2013 at 7:00 p.m.

Present were: Mayor Wolf, Commissioners Clark, Strickland and Green. Also present were: City Manager Cannon, City Clerk Jacobs, Assistant City Clerk Roberts, Police Chief Reeser, City Attorney Hunt, Development Service Director Peavy, Development Service Coordinator McHugh. Commissioner Bivins being out.

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. Minutes - None
2. Bills for Approval (Attachment – Staff Recommends Approval)
3. City of Wildwood's UF BEBR estimated population 7,116 as of April 1, 2013 (Attachment – Staff Recommends Approval)

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

PUBLIC HEARINGS – 7:00 PM

4. Setting Ad valorem Millage Rate for FY 2013-2014 – *A Resolution of the City of Wildwood, Florida adopting the final levying of ad valorem taxes for City of Wildwood, Florida; providing for an effective date.* Advertised as Public Hearing. With adoption Resolution No. R2013-21. (Attachment) (Staff Recommends Approval)

Resolution R2013-21 was introduced and read by title only. Open for Public Hearing. No comments received.

Motion by Commissioner Clark, second by Commissioner Green to adopt Resolution R2013-21. A Resolution of the City of Wildwood, Florida adopting the final levying of ad valorem taxes for City of Wildwood, Florida; providing for an effective date. Motion carried by unanimous vote.

5. Adoption of FY 2013-2014 Budget in the amount of \$18,889,340 – With Budget Summary and adopting Resolution No. R2013-22. *A Resolution of the City of Wildwood, Florida Adopting the Final Budget for Fiscal Year 2014; Providing For an Effective Date.* Advertised as **Public Hearing**. (Attachment) (Staff Recommends Approval)

Resolution R2013-22 was introduced and read by title only. Open for Public Hearing. No comments received.

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Motion by Commissioner Green, second by Commissioner Strickland to adopt Resolution R2013-22. A Resolution of the City of Wildwood, Florida Adopting the Final Budget for Fiscal Year 2014; Providing For an Effective Date. Motion carried by unanimous vote.

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

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

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

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

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

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

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

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

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

(Attachments)(Staff Recommends Approval)

Commissioner Strickland asked how many members were present at the Parks and Rec Board meeting when the FRDAP grants were discussed. Asked how many public were present. It was noted there was a full board but three attended and two public were present at the public meeting. Public Hearing was opened. No comments received.

Motion by Commissioner Clark, second by Commissioner Strickland to adopt Resolution R2013-24. A Resolution Of The City Of Wildwood Florida, Authorizing The Submission Of A Florida Recreation Development Assistance Program (FRDAP) Grant Application To The

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Florida Department Of Environmental Protection (FDEP) For The 2014-2015 Program Year. Motion carried by unanimous vote.

Resolution R2013-25 was introduced and read by title only. Public Hearing opened. No comments received.

Motion by Commissioner Green, second by Commissioner Strickland to adopt R2013-25. A Resolution Of The City Commission Of Wildwood, Florida, Committing The City To Amend The 5-Year Schedule Of Capital Improvements Of The City Of Wildwood Local Government Comprehensive Plan Capital Improvements Element Pursuant To The Local Government Comprehensive Planning And Land Development Regulation Act (Chapter 163, Part II, Florida Statutes; Providing For Severability; And Providing For An Effective Date. Motion carried by unanimous vote.

Resolution R2013-26 was introduced and read by title only. Public Hearing opened. No comments received.

Motion by Commissioner Green, second by Commissioner Clark to adopt R2013-26. A Resolution Of The City Of Wildwood Florida, Authorizing The Submission Of A Florida Recreation Development Assistance Program (FRDAP) Grant Application To The Florida Department Of Environmental Protection (FDEP) For The 2014-2015 Program Year. Motion carried by unanimous vote.

Resolution R2013-27 was introduced and read by title only.

Motion by Commissioner Green, second by Commissioner Clark to adopt R2013-27. A Resolution Of The City Commission Of Wildwood, Florida, Committing The City To Amend The 5-Year Schedule Of Capital Improvements Of The City Of Wildwood Local Government Comprehensive Plan Capital Improvements Element Pursuant To The Local Government Comprehensive Planning And Land Development Regulation Act (Chapter 163, Part II, Florida Statutes; Providing For Severability; And Providing For An Effective Date. Motion carried by unanimous vote.

Quasi-Judicial below:

DSD Peavy and DSC McHugh were sworn in.

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

Ordinance O2013-24 was introduced and read by title only on second final reading. Public Hearing was opened.

Commissioner Strickland asked why the Ordinance was changed when the Commission had given clear direction at the last meeting.

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DSD Peavy noted that staff met with the City Manager with Mayor Wolf present and staff was instructed to change the Ordinance. During the meeting it was changed to have sidewalks on both sides of the main boulevard and not have sidewalks on the cul de sacs. The proposal was put before the developer and what is presented tonight is what the developer approved.

Mayor Wolf apologized for changing what the Commission had directed, but he did not want to lose a development over sidewalks on a cul de sac. Commissioner Strickland indicated he wants assurance that something like this is not going to happen again.

DSD Peavy noted that although the LDR requires sidewalks on both sides of the road, the developer decided to develop the property as a PD. In a PD more options can be looked at.

Motion by Commissioner Clark, second by Commissioner Strickland to adopt O2013-24 on second final reading. An Ordinance Of The City Of Wildwood Granting A Request For A Residential Planned Development Pursuant To Section 8.6 Of The Land Development Regulations. For Certain Property Within The City Of Wildwood, Florida; Owned By Mid-Florida Properties, LLC; Providing For Severability; Providing For Codification; And Providing For An Effective Date. Motion carried. Yea – Clark, Strickland, Wolf. Nay – Green.

Taken out of sequence:

21. Oxford Oaks Developer's Agreement (relates to O2013-24 Oxford Oaks Planned Development). (Attachment) (Staff recommends Approval.)

Motion by Commissioner Clark, second by Commissioner Strickland to approve the Oxford Oaks Developer's Agreement. Motion carried by unanimous vote.

8. Second final reading of Ordinance No. O2013-40; An Ordinance Of The City Commission Of The City Of Wildwood, To Adopt Flood Hazard Maps, To Designate A Floodplain Administrator, To Adopt Procedures And Criteria For Development In Flood Hazard Areas, And For Other Purposes; To Adopt Local Administrative Amendments To The Florida Building Code; Providing For Applicability; Repeal; Severability; And An Effective Date. This is an Ordinance to adopt policies and procedures as required by the Federal Emergency Management Agency in conjunction with Florida Building Code. (Attachments – Staff Recommends Approval)

Ordinance O2013-40 was introduced and read by title only on second final reading. Public Hearing was opened. No comments received.

Motion by Commissioner Green, second by Commissioner Strickland to adopt O2013-40 on second final reading. An Ordinance Of The City Commission Of The City Of Wildwood, To Adopt Flood Hazard Maps, To Designate A Floodplain Administrator, To Adopt Procedures And Criteria For Development In Flood Hazard Areas, And For Other Purposes; To Adopt Local Administrative Amendments To The Florida Building Code; Providing For Applicability; Repeal; Severability; And An Effective Date. Motion carried by unanimous vote.

9. Second final reading of Ordinance No. O2013-41: An Ordinance Of The City Of Wildwood Florida; Proposing A Small Scale Land Use Amendment To The Adopted Local Comprehensive Plan And Future Land Use Map In Accordance With The Community Planning

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Act Of 2011, As Amended; Providing For Codification; Providing For Conflict; And Providing For An Effective Date. This is an ordinance reclassifying parcel # D17=062 containing 4.75 +/- acres (Amsdell Storage Ventures, XV, LLC) from Sumter County "Commercial" to City "Commercial" requiring a Small Scale Future Land Use Map Amendment to the adopted Comprehensive Plan; based on favorable recommendation by the Planning and Zoning Board/Special Magistrate acting as the Local Planning Agency, case CP 1308-01 (Attachments – Staff Recommends Approval)

Ordinance O2013-41 was introduced and read by title only on second final reading. Public Hearing opened. No comments received.

Motion by Commissioner Green, second by Commissioner Strickland to adopt O2013-41 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.

10. Second final reading of Ordinance No. O2013-42; An Ordinance Of The City Of Wildwood Florida; Proposing A Zoning Map Amendment To The Official Zoning Map In Accordance With Sections 3.2 And 3.3 Of The Land Development Regulations; Providing For Codification; Providing For Conflict; And Providing For An Effective Date. This is an ordinance rezoning parcel # D17=062 containing 4.75 +/- acres (Amsdell Storage Ventures, XV, LLC) from Sumter County "CL: Light Commercial" to City "C-3: General Commercial – Highway" in conformance with the Future Land Use Map of the Comprehensive Plan; based on favorable recommendation by the Planning & Zoning Board/Special Magistrate, case RZ 1308-01 (Attachments – Staff Recommends Approval – subject to approval of Ordinance O2013-41)

Ordinance O2013-42 was introduced and read by title only on second final reading. Public Hearing opened. No comments received.

Motion by Commissioner Strickland, second by Commissioner Green to adopt O2013-42 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.

11. Second final reading of Ordinance No. O2013-43; An Ordinance Of The City Of Wildwood Florida; Proposing A Small Scale Land Use Amendment To The Adopted Local Comprehensive Plan And Future Land Use Map In Accordance With The Community Planning Act Of 2011, As Amended; Providing For Codification; Providing For Conflict; And Providing For An Effective Date. This is an ordinance reclassifying parcel # G05=010 containing 1.88 +/- acres (Susan Lee Hooper, Trustee) from "Low Density Residential" to "Commercial" requiring a Small Scale Future Land Use Map Amendment to the adopted Comprehensive Plan; based on favorable recommendation by the Planning and Zoning Board/Special Magistrate acting as the Local Planning Agency, case CP 1308-02 (Attachments – Staff Recommends Approval)

Ordinance O2013-43 was introduced and read by title only on second final reading. Public Hearing opened. No comments received.

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Motion by Commissioner Clark, second by Commissioner Strickland to adopt O2013-43 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.

12. Second final reading of Ordinance No. O2013-44; An Ordinance Of The City Of Wildwood Florida; Proposing A Zoning Map Amendment To The Official Zoning Map In Accordance With Sections 3.2 And 3.3 Of The Land Development Regulations; Providing For Codification; Providing For Conflict; And Providing For An Effective Date. This is an ordinance rezoning parcel # G05=010 containing 1.88 +/- acres (Susan Lee Hooper, Trustee) from "R1: Low Density Residential" to "C-1: General Commercial – Downtown" in conformance with the Future Land Use Map of the Comprehensive Plan; based on favorable recommendation by the Planning & Zoning Board/Special Magistrate, case RZ 1308-03 (Attachments – Staff Recommends Approval – subject to approval of Ordinance O2013-43)

Ordinance O2013-44 was introduced and read by title only on second final reading. Public Hearing opened. No comments received.

Motion by Commissioner Green, second by Commissioner Clark to adopt O2013-44 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.

PRESENTATIONS AND/OR PROCLAMATIONS – none

PUBLIC FORUM

- a. Robert Hannah. Expressed appreciation to Jenny Hudson for the what she has done in her time with the City. Reported that a group "Loaves of Love" would like to use the MLK building on Saturday for 3 hours to feed the neighborhood, because the building they have been using has been sold. Commission requested Mr. Hannah to meet with the City Manager and Jenny Hudson.
- b. Matt O'Donald. Requested use of soccer field on Sunday, October 20, 2013. 100% of the proceeds to go to the Colorado flood victims.

CM Cannon requested permission to get a lighting design from Musco Lighting, then get the poles from SECO.

By Common Consent the Commission approved for Mr. O'Donald to get with Jenny Hudson for use of the fields.

- Richard D. Childers – Spoke to during item 14.

ORDINANCES FIRST READING ONLY (NOTE VOTE)

RESOLUTIONS FOR APPROVAL

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13. Resolution No. R2013-23 Rescinding and Replacing Resolution R2013-13. R2013-23 - *A Resolution Of The City Commission Of The City Of Wildwood, Florida, Providing For Increases To The Water And Wastewater User Charge Ordinance And Facility Availability Base Rates; Rescinding And Replacing Resolution R2013-13; Providing For An Effective Date.* This

Resolution corrects the Outside User Rate for Commercial water users. R2013-13, Section 4, reflects \$1.90 but should have been \$1.88. (Attachment) (Staff Recommends Approval)

Resolution R2013-23 was introduced and read by title only.

Motion by Commissioner Green, second by Commissioner Clark to adopt R2013-23. A Resolution Of The City Commission Of The City Of Wildwood, Florida, Providing For Increases To The Water And Wastewater User Charge Ordinance And Facility Availability Base Rates; Rescinding And Replacing Resolution R2013-13; Providing For An Effective Date. Motion carried by unanimous vote.

FINANCIAL & CONTRACTS & AGREEMENTS

14. General Insurance – Liability, Casualty, Workers Comp, Auto, etc. Discussion/Decision on renewal for FY 2013-14 comparison. Representatives invited to answer any questions. (Separate Proposal packets delivered to Mayor and Commissioners 9-19-13.) (Attachment) (Board Option)

Richard Childers expressed concern that General insurance quotes were solicited from specific companies but was not bid out. Noted he is associated with PRM and they would have appreciated being notified through the bid process. Asked what the bid process is for the City. He knows the City used to bid or RFQ the insurance.

Commissioner Strickland noted this was new to him and he was going to ask the same questions.

Mr. Childers recommended the City do an RFQ with specifications. Ask the current carrier to extend for 90 days during the RFQ process and have a consultant review the responses.

Dave Lodwick from the FLC. Served as on his local Commission as a Commissioner and the Mayor. Cited an AGO 93-83. Noted that many towns have moved their insurance during the past year between FLC, PGIT and PRM.

CM Cannon noted he reviewed the AGO and statutes before receiving quotes.

Commissioner Strickland- when Jerri Blair stepped down the need to RFQ was not necessary but he felt it was the fair way and the insurance should be the same.

Motion by Commissioner Clark, second by Commissioner Strickland that an extension be requested from the current insurance carrier, advertise RFQ for Insurance services, but if the extension is refused, approve low quote from the FLC. Motion carried by unanimous vote.

15. August 2013 Budget Comparison Report. Information only.

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16. Kimley-Horn Associates (KHA) Agreement renewal. One year extension proposed. (Attachment) (Staff Recommends Approval)

Motion by Commissioner Green, second by Commissioner Strickland to approve KHA Agreement one year extension. Motion carried by unanimous vote.

17. Request from Parks & Rec Coordinator Hudson to purchase Floor Machine for Community Centers to replace current broken machine. Staff recommends purchase of Viper Fang 20 in the amount of \$3,696. (Attachment)

Motion by Commissioner Green, second by Commissioner Strickland to approve purchase of Viper Fang 20 Floor Machine for Community Centers in the amount of \$3,696. Motion carried by unanimous vote.

18. Request from Police Chief Reeser to purchase five (5) FALCON Rapid ID Scanners for the purpose of subject identification. Purchase amount of \$10,445 to come from Impact Fees. (Attachment) (Staff recommends approval)

Motion by Commissioner Strickland, second by Commissioner Clark to approve request from Police Chief Reeser to purchase five (5) FALCON Rapid ID Scanners for the purpose of subject identification in the amount of \$10,445 to come from Impact Fees. Motion carried by unanimous vote.

19. Request from Police Chief Reeser to purchase six (6) 2014 Ford Explorer Interceptors. FY2013-14 budget impact of \$56,000 to General Fund. Purchase price of \$43,200 each, financed over five years. Fleet Services Coordinator participated in recommendation. (Attachment) (Board Option)

Motion by Commissioner Clark, second by Commissioner Strickland to approve request from Police Chief Reeser to purchase six (6) 2014 Ford Explorer Interceptors. FY2013-14 budget impact of \$56,000 to General Fund. Purchase price of \$43,200 each, financed over five years. Motion carried by unanimous vote.

20. Utility Department request to purchase 2013 Ford Explorer for use by the Director. Estimated cost \$26,000 with Enterprise unrestricted funds. (Attachment) (Board Option)

Motion by Commissioner Strickland, second by Commissioner Green to approve Utility Department request to purchase 2013 Ford Explorer for use by the Director. Estimated cost \$26,000 with Enterprise unrestricted funds. Motion carried by unanimous vote.

22. Baker House Leveling Price Quotes. Three quotes received. (Attachment) (Board Option) Gidget Gibson, WHA

Gidget Gibson expressed appreciation to the Commission for the Food Truck and Movie night at the Baker House. Have been asked when another is planned.

Mayor Wolf noted that he wants to contribute to the Baker House restoration but wants to make sure it goes to the Baker House restoration. Was under the impression that when the house was accepted from the Baker's it was put under Parks & Recreation and that utilities and other expenses would be paid for by the City.

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Ms. Gibson reported on bills she has paid from the WHA funds. CC Jacobs noted that all payments regarding the Baker House are charged to the Baker House for an accurate City record. Need to determine what funds the monthly bills should be paid from.

Motion by Commissioner Clark, second by Commissioner Strickland to approve the quote from Certified Foundations Inc. Motion carried by unanimous vote.

GENERAL ITEMS FOR CONSIDERATION and OTHER BUSINESS

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

Motion by Commissioner Green, second by Commissioner Strickland to approve road closure of Pine Street for Special Event TEMP 1309-01 Discovery Church Youth Rally Event at 204 Pine Street on 9/27 and 9/28 (Friday and Saturday) from 4 pm to 10 pm each day. Motion carried by unanimous vote.

APPOINTMENTS – none

CITY MANAGER'S REPORT

24. Update on RFP and bank commitments for funding Enterprise updates and improvements. RFP's due in October 8. Jim Gollahon to make full presentation at October 14 Commission Meeting. (Handout)

Noted the closing is planned for October 22.

25. Letter from Air Methods requesting termination of their lease with the City. (Attachment) Information only.

Noted the figures have been inserted in his contract and needs to be executed based on decision at September 4 meeting.

CITY ATTORNEY'S REPORT

- Met with Jerri on several items. The Highway 44 mediation will be coming up soon and will need a shade meeting before the mediation.

CITY CLERK'S REPORT

- None

OTHER DEPARTMENT REPORTS

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

PC Reeser noted that neither the Statutes nor the City ordinances cover the lighting issue of Convenience Store. Noted the Statutes does not allow local ordinances to be more restrictive than the Statutes unless the City had an ordinance in place before 1988.

Minutes
Page 10
September 24, 2013

COMMISSION MEMBERS REPORTS

- Commissioner Green – why are street lights so dim. Asked that City Manager do a study of the lights and provide information to Commission.

ADJOURNMENT

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

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

S E A L

ATTEST: _____
Joseph Jacobs, City Clerk

Ed Wolf, Mayor

DRAFT

BILLS FOR APPROVAL
City of Wildwood, Florida
November 11, 2013

CITY COMMISSION-LEGISLATIVE DEPARTMENT

1	Payroll	November 3, 2013 Pay Period - 5 Employees	\$	3,651.96
2	Bank of America	Big Lots iPad Keyboards	\$	280.00
3	PGIT	Workers Comp Insurance	\$	16.43

CITY MANAGER-EXECUTIVE DEPARTMENT

4	Payroll	November 3, 2013 Pay Period - 2 Employees	\$	6,191.81
5	Bank of America	FCCMA, Friday's, Hyatt Regency, Big Lots, FDLE	\$	324.55
6	Bright House	Internet Service	\$	45.82
7	Bill Ed Cannon	Car Allowance	\$	500.00
8	Department of Management Services	Telephone Service	\$	1.54
9	EGP	Per Copy Maintenance	\$	23.11
10	Office Depot	Office Supplies	\$	196.80
11	PGIT	Workers Comp Insurance	\$	19.75

CITY CLERK-FINANCIAL & ADMINISTRATIVE DEPARTMENT

12	Payroll	November 3, 2013 Pay Period - 4 Employees	\$	11,010.03
13	Bank of America	Start Logic, FSU Foundation, Network Solutions, VSN DOT	\$	772.32
14	Alice Borrack	Personal Vehicle Use	\$	23.53
15	Bright House	Internet Service	\$	91.52
16	C.E.S. City Electric Supply Company	Ballast Kits	\$	322.83
17	Department of Management Services	Telephone Service	\$	1.54
18	Duke Energy	Electric Service	\$	2,000.25
19	EGP	Per Copy Maintenance	\$	316.29
20	IMS	Software Maintenance	\$	432.00
21	Joseph Jacobs	Personal Vehicle Use	\$	13.00
22	Leesburg Rent-All	Trailer Mounted Bucket Lift	\$	80.50
23	MMD Computer Center, Inc	Cisco RV042 Dual Wan Router	\$	220.00
24	Office Depot	Office Supplies	\$	9.61
25	Oracle Elevator Company	Regular Service	\$	218.99
26	PGIT	Workers Comp Insurance	\$	31.60
27	Unifirst	Rugs	\$	36.93
28	Waste Management	2 Yard Dumpster	\$	185.11
29	Wildwood Ace Hardware	Glue, Tape, Sandpaper, Primer, Paint, Graffiti Remvr	\$	91.88
30	Wildwood Community Cemetery	Budgeted Maintenance Support - Arthur Rivers	\$	340.93

DEVELOPMENT SERVICES

31	Payroll	November 3, 2013 Pay Period - 3.5 Employees	\$	8,324.69
32	Bright House	Internet Service	\$	91.52
33	Department of Management Services	Telephone Service	\$	1.54
34	EGP	Per Copy Maintenance	\$	189.92
35	Office Depot	Office Supplies	\$	62.74
36	PGIT	Workers Comp Insurance	\$	27.44
37	Sumter County Clerk	Record Pioneer Agreement First Amendment	\$	95.00

HUMAN RESOURCES

38	Payroll	November 3, 2013 Pay Period - 1 Employees	\$	3,312.57
39	Bright House	Internet Service	\$	22.88
40	Department of Management Services	Telephone Service	\$	1.54
41	EGP	Per Copy Maintenance	\$	9.14
42	Federal Express	Postage	\$	81.43
43	Office Depot	Office Supplies	\$	18.84
44	PGIT	Workers Comp Insurance	\$	5.27

November 11, 2013
Page 3**POLICE DEPARTMENT**

45	Payroll	November 3, 2013 Pay Period - 32 Employees	\$ 72,021.39
46	Bank of America	Dell, Tescos, Medrep, Office Depot, Biddle Consulting	\$ 1,591.72
47	Barron Psychological Services	Psychological Screening Evaluations	\$ 500.00
48	Central Sumter Utility LLC	Brownwood Water	\$ 37.88
49	Chief Supply / Law Enforcement	Raincoats, Sam Brown Duty, Flashlight, Holster Drop, Etc	\$ 804.93
50	Dana Safety Supply, Inc	Dual Weapon Mounts, Installation	\$ 394.25
51	Department of Management Services	DMS, Telephone Service	\$ 106.63
52	Duke Energy	October Service	\$ 285.93
53	EGP	Per Copy Maintenance	\$ 211.11
54	Ford Press	Business Cards	\$ 100.00
55	Kevin Mathews Medical Services	First Aid and Safety Products	\$ 131.00
56	Maggio Enterprises, Inc	Paper Products	\$ 75.17
57	Merritt Department Store	Navy Blouses, Shirts w/Zipper, Trousers, Windbreaker	\$ 745.87
58	Nordic Sports Inc	8 Boxes 40 S & W 50 Rounds Each	\$ 180.00
59	Office Depot	Office Supplies	\$ 26.88
60	Petty Cash	Reimbursement	\$ 97.53
61	PGIT	Workers Comp Insurance	\$ 2,738.95
62	Shell	Gasoline - Sex Crime School - Smith	\$ 98.01
63	Sumter Electric	Electric Service	\$ 88.93
64	Tri-Point Products, Inc	2014 Remarkable Products	\$ 163.20
65	Villages Operating Company	A/C Reimbursement	\$ 19.26
66	Wildwood Ace Hardware	Drill Bit, Plywood, Roof Metal, Keys, Fasteners, Etc.	\$ 161.94

STREET DEPARTMENT

67	Payroll	November 3, 2013 Pay Period - 9 Employees	\$ 16,410.69
68	Bank of America	FDLE	\$ 24.00
69	Bright House	Internet Service	\$ 106.01
70	Culligan	Cooler Rental and Bottled Water	\$ 18.37
71	Department of Management Services	Telephone Service	\$ 0.23
72	Duke Energy	October Service	\$ 410.37
73	EGP	Per Copy Maintenance	\$ 0.01
74	Hi-Way Sign Company	Galvanized Channel Post	\$ 340.40
75	Maggio Enterprises, Inc	Paper Products	\$ 81.75
76	PGIT	Workers Comp Insurance	\$ 1,400.29
77	Salescorp of Florida	Gatorade	\$ 68.00
78	Sumter County Tax Collector	Abandoned Property Transfer to Street Dept	\$ 51.85
79	Tri-Point Products, Inc	2014 Remarkable Products	\$ 20.40
80	Unifirst	Uniforms	\$ 498.80
81	Wildwood Ace Hardware	Pressure Treated, Battery, Chainsaw Files, Duster, Etc	\$ 364.21

FLEET SERVICES

82	Payroll	November 3, 2013 Pay Period - 2 Employees	\$ 5,352.02
83	Big Truck Parts	Filters	\$ 59.25
84	Bright House	Internet Service	\$ 106.00
85	Culligan	Cooler Rental and Bottled Water	\$ 18.37
86	Department of Management Services	Telephone Service	\$ 0.23
87	Don Marlow	Boot Allowance	\$ 53.48
88	Maggio Enterprises, Inc	Paper Products	\$ 24.18
89	PGIT	Workers Comp Insurance	\$ 387.72
90	Unifirst	Uniforms	\$ 167.81
91	Wildwood Ace Hardware	Toggle Switch, Fasteners	\$ 30.21

COMMUNITY RE-DEVELOPMENT

92	Payroll	November 3, 2013 Pay Period - .5 Employees	\$ 1,786.45
93	Bright House	Internet Service	\$ 22.88
94	Department of Management Services	Telephone Service	\$ 1.53
95	PGIT	Workers Comp Insurance	\$ 5.27

November 11, 2013
Page 3**PARKS AND RECREATION**

96	Payroll	November 3, 2013 Pay Period - 5 Employees	\$	7,235.10
97	Bank of America	Walmart, Northern Tool	\$	254.19
98	Bright House	Internet Service	\$	22.88
99	Central Irrigation Pump & Supply, Inc	Hunter Gear Drive, Gear Rotor, Couplings, Etc	\$	335.88
100	Department of Management Services	Telephone Service	\$	1.54
101	Duke Energy	October Service	\$	755.11
102	EGP	Per Copy Maintenance	\$	0.48
103	Hi-Way Sign Company	White "No Pets Allowed"	\$	27.18
104	Jesus Leonor	Boot Allowance	\$	75.00
105	Nature Calls	Port O Let Rental	\$	255.00
106	Office Depot	Office Supplies	\$	3.37
107	PGIT	Workers Comp Insurance	\$	263.36
108	Salescorp of Florida	Safety Glasses	\$	18.00
109	Sumter Electric	Electric Service	\$	20.34
110	TurfMasters and Associates, Inc	Lawn Fertilization and Pest Control	\$	3,065.00
111	Unifirst	Uniforms	\$	239.61
112	Wildwood Ace Hardware	Caulk, Safety Glass, Signs, Chlorine, Ant Killer, Etc.	\$	558.78

COMMUNITY CENTER & OXFORD COMMUNITY CENTER

113	Bright House	Internet Service	\$	351.52
114	Duke Energy	October Service	\$	341.98
115	EGP	Per Copy Maintenance	\$	0.12
116	George Naha Chevrolet, Inc	Lock	\$	95.45
117	Lawton Bros., Inc	Nylon Scrub Brushes	\$	400.00
118	Maria Malagon	Deposit Refund - Wildwood Community Center	\$	180.00
119	Unifirst	Rugs	\$	98.49
120	Wildwood Ace Hardware	Filter, Cleaning Products, Mop, Deck Brush, Etc.	\$	58.27

PHYSICAL ENVIRONMENT ADMINISTRATIVE DEPARTMENT

121	Payroll	November 3, 2013 Pay Period - 3 Employees	\$	5,502.57
122	Bank of America	Network Solutions, VSN DOT Gov Registration	\$	162.48
123	Bright House	Internet Service	\$	68.64
124	Business Basic Etc	Water Bills	\$	870.00
125	C.E.S. City Electric Supply Company	Ballast Kits	\$	322.83
126	Department of Management Services	Telephone Service	\$	1.54
127	Duke Energy	Electric Service	\$	666.75
128	EGP	Per Copy Maintenance	\$	74.21
129	IMS	Software Maintenance	\$	120.50
130	Leesburg Rent-All	Trailer Mounted Bucket Lift	\$	80.50
131	Office Depot	Office Supplies	\$	126.85
132	Oracle Elevator Company	Regular Service	\$	218.97
133	PGIT	Workers Comp Insurance	\$	15.80
134	Unifirst	Rugs	\$	36.93
135	Waste Management	Refuse Services Billed Less 10% October 2013	\$	65,917.73
136	Wildwood Ace Hardware	Glue, Tape, Sandpaper, Primer, Paint, Graffiti Remvr	\$	85.85
137	Deniese Woods	Personal Vehicle Use - Leesburg Post Office	\$	14.13

UTILITY DEPARTMENT

138	Payroll	November 3, 2013 Pay Period - 23 Employees	\$	46,132.96
139	Almac Unlimited, Inc	Gloves Latex Power Free XL	\$	249.80
140	Alice Scheidler	Personal Vehicle Use		
141	A.W.K. Industries, Inc.	Canopy Kit	\$	237.90
142	Bank of America	Days Inn, TechStreet	\$	59.16
143	Besco Electric Supply Company	Thin Wire - Brn, Orn, Yel, Grn	\$	262.20
144	Bright House	Internet Service	\$	110.70
145	Capital Office Products	Office Supplies	\$	267.07
146	Culligan	Bottled Water	\$	76.22

UTILITY DEPARTMENT, continued

147	Data Flow Systems, Inc	Tac Pak TCU	\$ 10,080.00
148	Department of Management Services	DMS, Telephone Service	\$ 56.25
149	Duke Energy	Electric Service	\$ 21,008.80
150	EGP	Per Copy Maintenance	\$ 19.31
151	FL Dept of Environmental Protection	PWS Extension Permit Application	\$ 100.00
152	HACH	COD Standard, BOD STD, Dilution, Chlorine Test Strip	\$ 278.22
153	HD Supply WaterWorks	PVC	\$ 57.44
154	Jared Fort	Boot Allowance	\$ 75.00
155	Jiffy Exhaust Systems, Inc.	Catalytic Converter	\$ 250.49
156	Massey Services	Monthly Pest Control	\$ 46.50
157	MMD Computer Center, Inc	Cisco RV042 Dual Wan Router	\$ 440.00
158	Office Depot	Office Supplies	\$ 13.44
159	Parkson	Chain Tightner, Browning Sprocket, Master Link	\$ 380.01
160	Pat's Pump & Blower	Blower Ont Parts Filter Elements Couplers	\$ 1,479.07
161	PGIT	Workers Comp Insurance	\$ 2,106.88
162	Bruce Phillips	Personal Vehicle Use	\$ 174.02
163	Salescorp of Florida	Safety Glasses	\$ 12.00
164	Sumter Electric	Electric Service	\$ 4,080.57
165	Sunstate Meter & Supply, Inc	T10 Pro Read Upgrade, Ball Valve, Brass Nipple, Couplings	\$ 22,388.67
166	TAW Orlando	AC-Motor 0.75 HP, Repair Motor	\$ 2,260.34
167	Test America	Environmental Testing	\$ 4,133.85
168	Tri-Point Products, Inc	2014 Remarkable Products	\$ 40.80
169	Unifirst	Uniforms	\$ 1,097.35
170	USA BlueBook	Glass Fiber Filter, Buffer Blue, Yellow	\$ 326.51
171	VWR	White Tape, Standard Condt, Reagent Alcohol, Etc.	\$ 643.45
172	Wildwood Ace Hardware	PVC, Galv Pipe, Level, Pipe Straps, Sprayer, Etc.	\$ 516.04
173	Xylem Water Solutions U.S.A. Inc	Repair 3 Flags of Outer Seal Failure	\$ 6,606.50

GREENWOOD CEMETERY

174	Central Irrigation Pump & Supply, Inc	Hunter Station Battery Controller	\$ 139.50
175	EGP	Per Copy Maintenance	\$ 0.05

ATTORNEYS/CONSULTANTS/SURVEYORS

176	Bryant Miller Oliver	Bank Counsel	\$ 3,500.00
177	Gollahan Financial Services, Inc	Financial Advisor	\$ 18,000.00

FUEL INVENTORY

178	Stone Petroleum Products, Inc	Unleaded Gasoline	\$ 9,070.04
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TOTAL \$ 393,806.55

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

S E A L

ATTEST: _____
Joseph Jacobs, City Clerk

Ed Wolf, Mayor

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: SP 1309-03 Miryala Office Complex Site Plan

REQUESTED ACTION: Site Plan approval (SP 1309-03) to construct a two-story office building (10,546 sq. ft. total) with related improvements.

Work Session (Report Only) **DATE OF MEETING:** 11/11/2013
 Regular Meeting Special Meeting

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

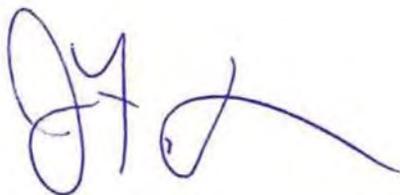
BUDGET IMPACT: _____

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

HISTORY/FACTS/ISSUES:

The applicant seeks Site Plan approval from the City Commission to construct a two-story office building (10,546 sq. ft. total) with related improvements (Parcel D17=054). **Staff recommends approval of the Site Plan.**

Case SP 1309-03 was considered by the Planning & Zoning Board/Special Magistrate on Tuesday, November 5th, 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, November 5th, 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 two-story 10,546 sq. ft. office building (5,273 sq. ft. each floor) with related improvements. The site is generally located on the southwest corner of C-466 and C-106. The Engineer of Record is Keith E. Riddle, P.E. with Riddle-Newman Engineering, Inc. of Leesburg, Florida.

Case: SP 1309-03

Parcel: D17=054

Owner: Anirudha Miryala

Applicant: SAME

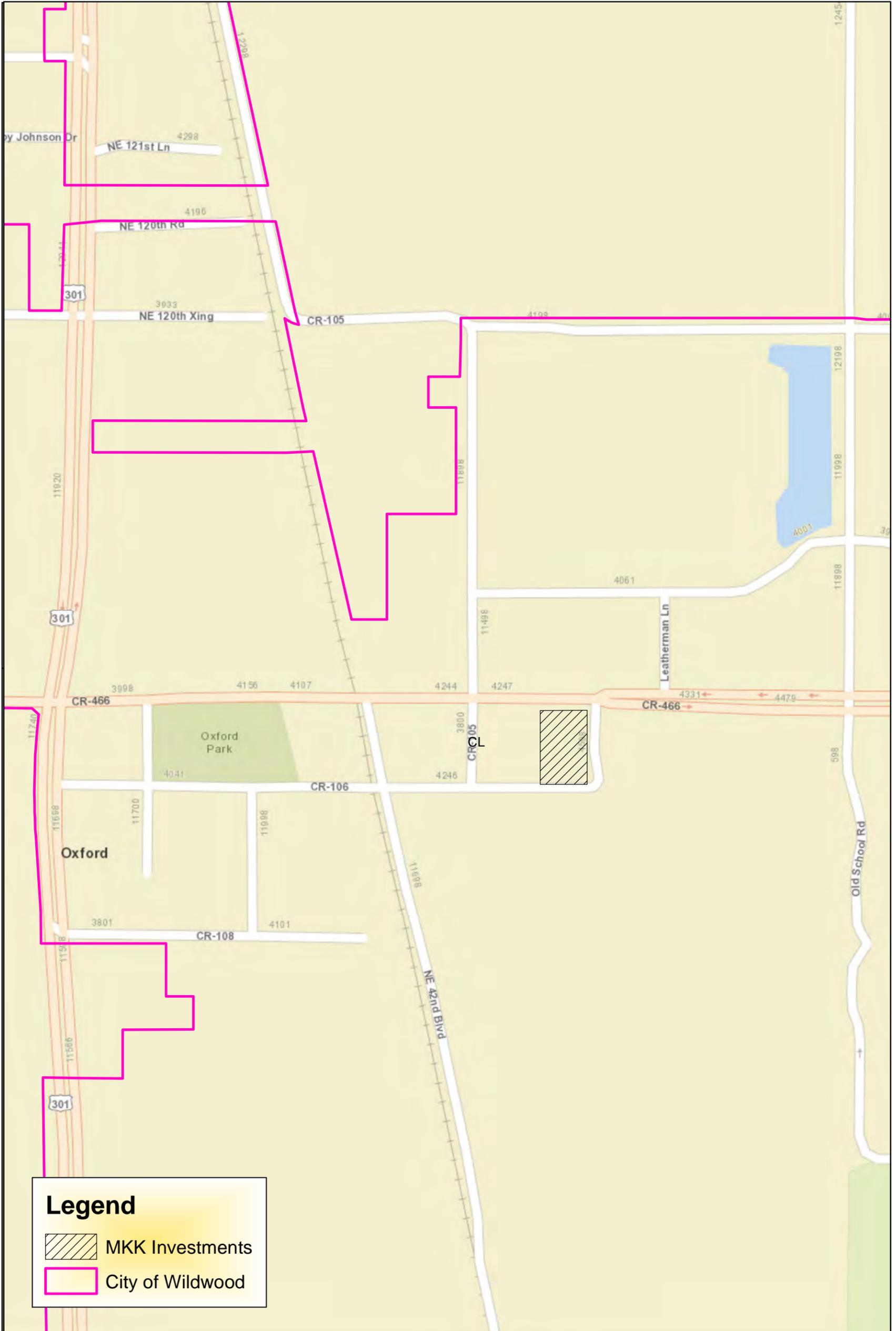
Under subsections 1.7(B)(1) of the Land Development Regulations (LDRs), the Planning and Zoning Board/Special Magistrate has a duty to make a recommendation to the City Commission on all proposed site plans in accordance with the procedure outlined in subsection 1.14 (B)(5) and the criteria for the approval 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: November ____, 2013

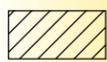
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Archie O. Lowry, Jr.
Special Magistrate City of Wildwood



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Legend

-  MKK Investments
-  City of Wildwood



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

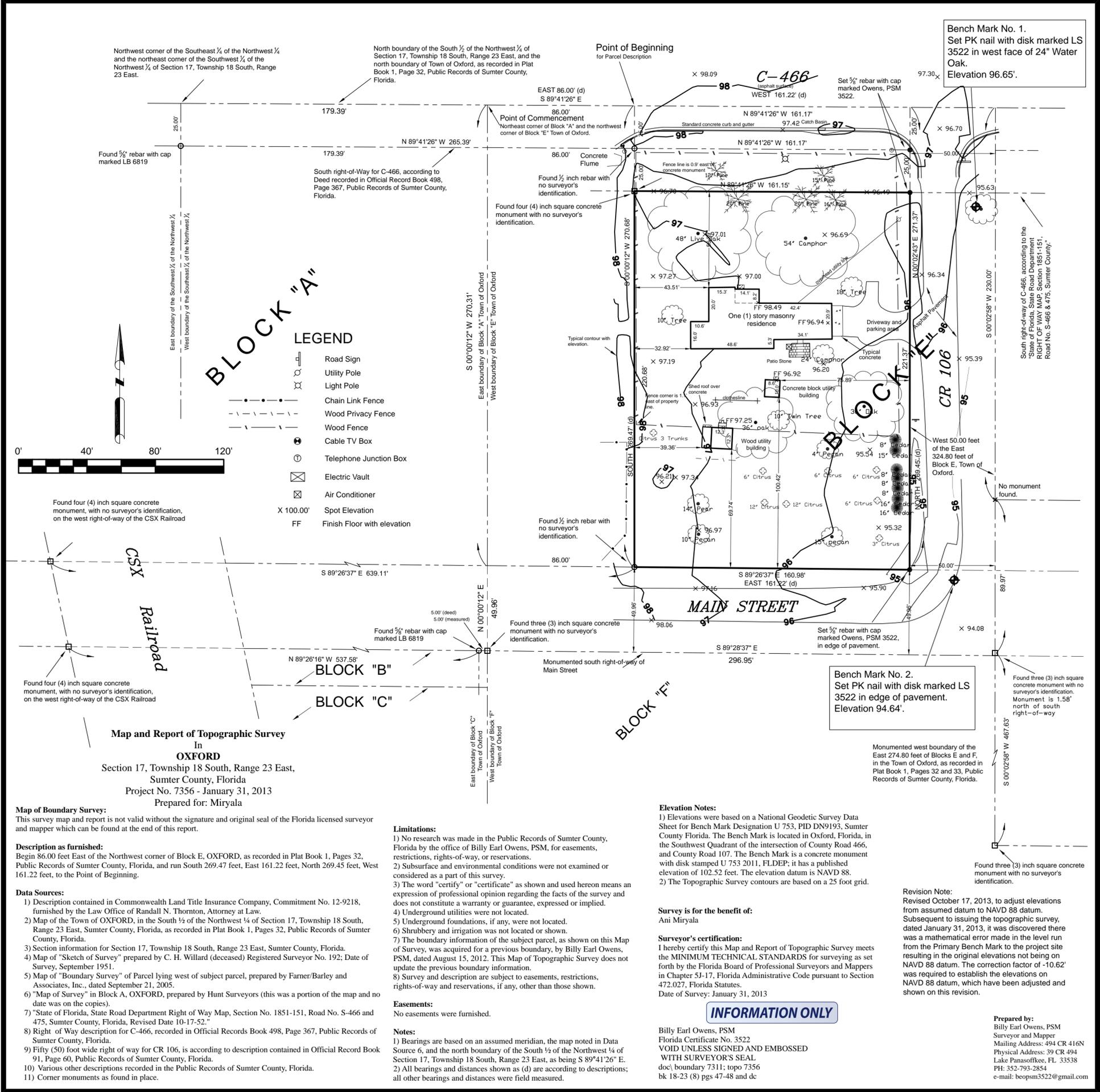


Location Map

MKK Investments WILDWOOD, FLORIDA

May 2013

Annexation



Bench Mark No. 1.
Set PK nail with disk marked LS 3522 in west face of 24" Water Oak.
Elevation 96.65'.

Bench Mark No. 2.
Set PK nail with disk marked LS 3522 in edge of pavement.
Elevation 94.64'.

Northwest corner of the Southeast 1/4 of the Northwest 1/4 and the northeast corner of the Southwest 1/4 of the Northwest 1/4 of Section 17, Township 18 South, Range 23 East.

North boundary of the South 1/2 of the Northwest 1/4 of Section 17, Township 18 South, Range 23 East, and the north boundary of Town of Oxford, as recorded in Plat Book 1, Page 32, Public Records of Sumter County, Florida.

LEGEND

	Road Sign
	Utility Pole
	Light Pole
	Chain Link Fence
	Wood Privacy Fence
	Wood Fence
	Cable TV Box
	Telephone Junction Box
	Electric Vault
	Air Conditioner
	Spot Elevation
	Finish Floor with elevation



Map and Report of Topographic Survey
In
OXFORD
Section 17, Township 18 South, Range 23 East,
Sumter County, Florida
Project No. 7356 - January 31, 2013
Prepared for: Miryala

Map of Boundary Survey:
This survey map and report is not valid without the signature and original seal of the Florida licensed surveyor and mapper which can be found at the end of this report.

Description as furnished:
Begin 86.00 feet East of the Northwest corner of Block E, OXFORD, as recorded in Plat Book 1, Pages 32, Public Records of Sumter County, Florida, and run South 269.47 feet, East 161.22 feet, North 269.45 feet, West 161.22 feet, to the Point of Beginning.

- Data Sources:**
- 1) Description contained in Commonwealth Land Title Insurance Company, Commitment No. 12-9218, furnished by the Law Office of Randall N. Thornton, Attorney at Law.
 - 2) Map of the Town of OXFORD, in the South 1/2 of the Northwest 1/4 of Section 17, Township 18 South, Range 23 East, Sumter County, Florida, as recorded in Plat Book 1, Pages 32, Public Records of Sumter County, Florida.
 - 3) Section information for Section 17, Township 18 South, Range 23 East, Sumter County, Florida.
 - 4) Map of "Sketch of Survey" prepared by C. H. Willard (deceased) Registered Surveyor No. 192; Date of Survey, September 1951.
 - 5) Map of "Boundary Survey" of Parcel lying west of subject parcel, prepared by Farmer/Barley and Associates, Inc., dated September 21, 2005.
 - 6) "Map of Survey" in Block A, OXFORD, prepared by Hunt Surveyors (this was a portion of the map and no date was on the copies).
 - 7) "State of Florida, State Road Department Right of Way Map, Section No. 1851-151, Road No. S-466 and 475, Sumter County, Florida, Revised Date 10-17-52."
 - 8) Right of Way description for C-466, recorded in Official Records Book 498, Page 367, Public Records of Sumter County, Florida.
 - 9) Fifty (50) foot wide right of way for CR 106, as according to description contained in Official Record Book 91, Page 60, Public Records of Sumter County, Florida.
 - 10) Various other descriptions recorded in the Public Records of Sumter County, Florida.
 - 11) Corner monuments as found in place.

- Limitations:**
- 1) No research was made in the Public Records of Sumter County, Florida by the office of Billy Earl Owens, PSM, for easements, restrictions, rights-of-way, or reservations.
 - 2) Subsurface and environmental conditions were not examined or considered as a part of this survey.
 - 3) The word "certify" or "certificate" as shown and used hereon means an expression of professional opinion regarding the facts of the survey and does not constitute a warranty or guarantee, expressed or implied.
 - 4) Underground utilities were not located.
 - 5) Underground foundations, if any, were not located.
 - 6) Shrubbery and irrigation was not located or shown.
 - 7) The boundary information of the subject parcel, as shown on this Map of Survey, was acquired for a previous boundary, by Billy Earl Owens, PSM, dated August 15, 2012. This Map of Topographic Survey does not update the previous boundary information.
 - 8) Survey and description are subject to easements, restrictions, rights-of-way and reservations, if any, other than those shown.

Easements:
No easements were furnished.

- Notes:**
- 1) Bearings are based on an assumed meridian, the map noted in Data Source 6, and the north boundary of the South 1/2 of the Northwest 1/4 of Section 17, Township 18 South, Range 23 East, as being S 89°41'26" E.
 - 2) All bearings and distances shown as (d) are according to descriptions; all other bearings and distances were field measured.

Elevation Notes:

- 1) Elevations were based on a National Geodetic Survey Data Sheet for Bench Mark Designation U 753, PID DN9193, Sumter County Florida. The Bench Mark is located in Oxford, Florida, in the Southwest Quadrant of the intersection of County Road 466, and County Road 107. The Bench Mark is a concrete monument with disk stamped U 753 2011, FLDEP; it has a published elevation of 102.52 feet. The elevation datum is NAVD 88.
- 2) The Topographic Survey contours are based on a 25 foot grid.

Survey is for the benefit of:
Ani Miryala

Surveyor's certification:
I hereby certify this Map and Report of Topographic Survey meets the MINIMUM TECHNICAL STANDARDS for surveying as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code pursuant to Section 472.027, Florida Statutes.
Date of Survey: January 31, 2013

INFORMATION ONLY

Billy Earl Owens, PSM
Florida Certificate No. 3522
VOID UNLESS SIGNED AND EMBOSSED
WITH SURVEYOR'S SEAL
doc\boundary 7311; topo 7356
bk 18-23 (8) pgs 47-48 and dc

Revision Note:
Revised October 17, 2013, to adjust elevations from assumed datum to NAVD 88 datum. Subsequent to issuing the topographic survey, dated January 31, 2013, it was discovered there was a mathematical error made in the level run from the Primary Bench Mark to the project site resulting in the original elevations not being on NAVD 88 datum. The correction factor of -10.62' was required to establish the elevations on NAVD 88 datum, which have been adjusted and shown on this revision.

Prepared by:
Billy Earl Owens, PSM
Surveyor and Mapper
Mailing Address: 494 CR 416N
Physical Address: 39 CR 494
Lake Panasoffkee, FL 33538
PH: 352-793-2854
e-mail: beopsm3522@gmail.com

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: SP 1309-06 Fort Knox Self-Storage Facility Site Plan

REQUESTED ACTION: Site Plan approval (SP 1309-06) to construct a self-storage facility (73,750 sq. ft. total) with related improvements.

Work Session (Report Only) **DATE OF MEETING:** 11/11/2013
 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 self-storage facility (73,750 sq. ft. total) with related improvements (Parcel D32=031). **Staff recommends approval of the Site Plan.**

Case SP 1309-06 was considered by the Planning & Zoning Board/Special Magistrate on Tuesday, November 5th, 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, November 5th, 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 73,750 sq. ft. self-storage facility with related improvements. The site is generally located to the southeast of the intersection of E. C-462 and US Hwy 301. The Engineer of Record is Christopher Andrew Potts, P.E. with Farner, Barley, and Associates, Inc. of Wildwood, Florida.

Case: SP 1309-06

Parcel: D32=031

Owner: Fort Knox Wildwood, LLC

Applicant: Richard P. Moran, Jr., Managing Member for Fort Knox Wildwood, LLC

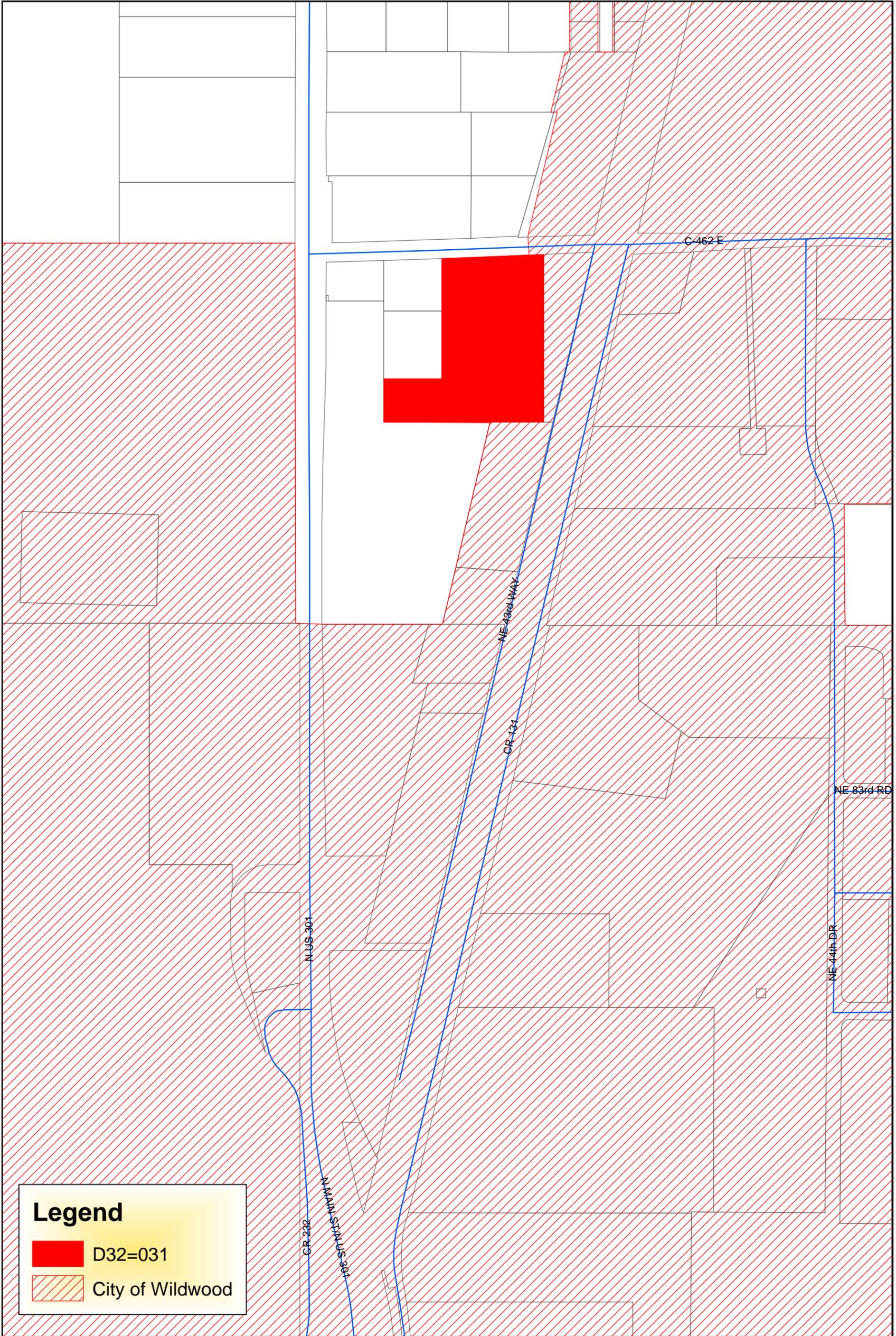
Under subsections 1.7(B)(1) of the Land Development Regulations (LDRs), the Planning and Zoning Board/Special Magistrate has a duty to make a recommendation to the City Commission on all proposed site plans in accordance with the procedure outlined in subsection 1.14 (B)(5) and the criteria for the approval 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: November ____, 2013

/Proposed/

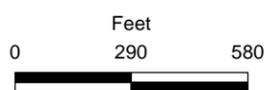
Archie O. Lowry, Jr.
Special Magistrate City of Wildwood



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



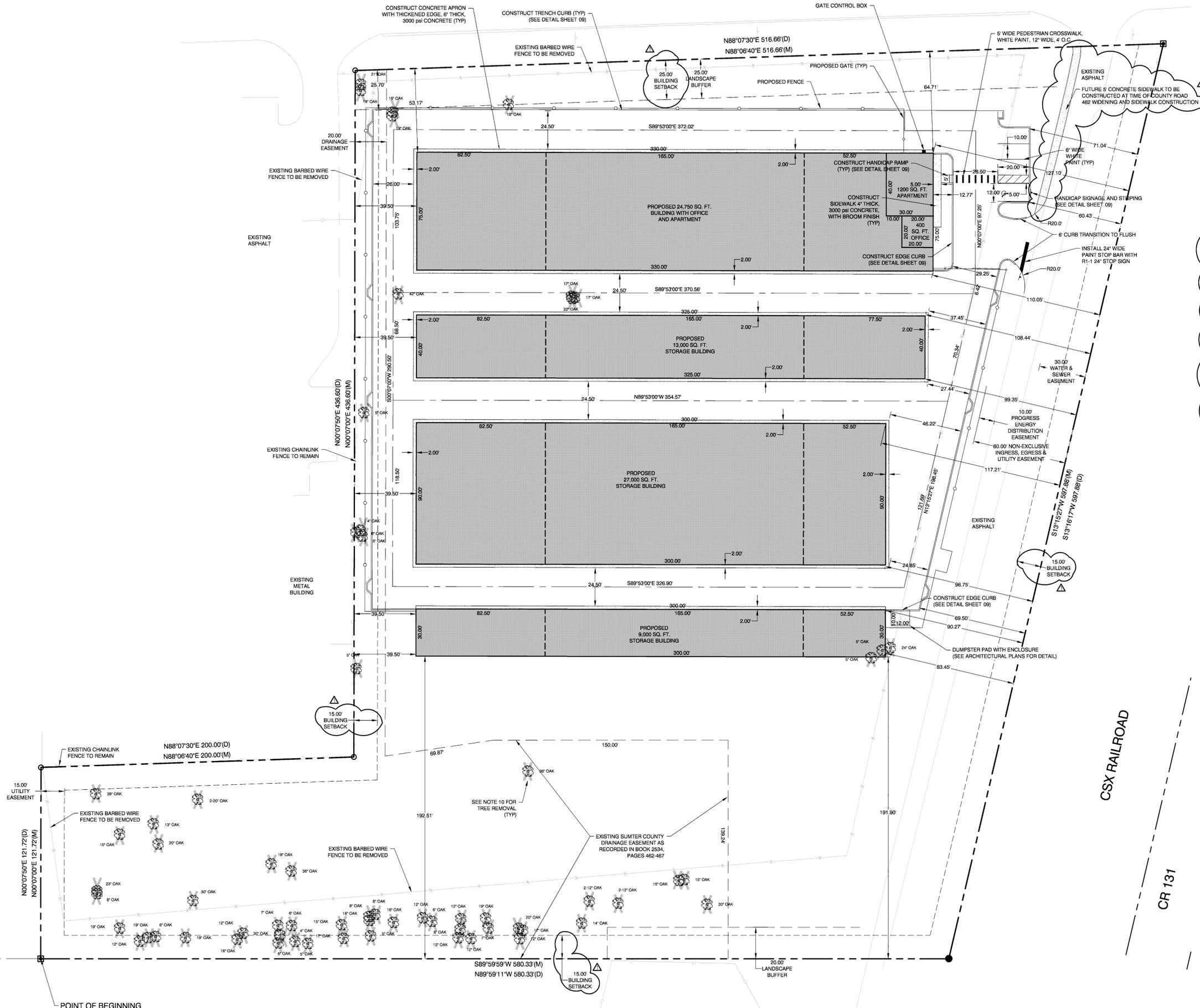
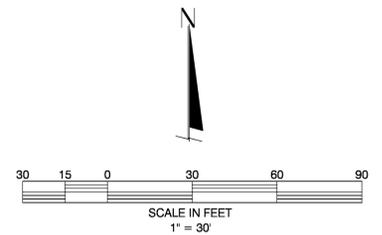
FORT KNOX

WILDWOOD, FLORIDA

OCTOBER 2013

LOCATION MAP

C - 462

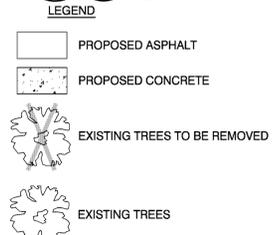


SITE DATA

- TOTAL PROJECT AREA = 6.46 AC. (281,527 SQ. FT.)
- ZONING = C-3
- PROJECT ADDRESS - TO BE ASSIGNED
- BUILDING CONSTRUCTION: MASONRY
- PROPOSED USE: SELF STORAGE FACILITY
- PARKING DATA: (REQUIRED) - SEE PARKING STUDY
- PARKING DATA: (PROVIDED)
 - 3 STANDARD SPACES (10x20)
 - 1 HANDICAP PARKING SPACE (12x20)
 - 4 PARKING SPACES PROVIDED
- SOIL TYPE - 40 MILLHOPPER SAND
SOIL TYPE - 1 ARREDONDO SAND
- PERMITTING AGENCIES: -CITY OF WILDWOOD -S.W.F.W.M.D. -F.D.E.P.
- POTABLE WATER AND SANITARY SEWER PROVIDED BY CITY OF WILDWOOD.
- FIRE PROTECTION AND IRRIGATION PROVIDED BY CITY OF WILDWOOD.
- UNDERGROUND ELECTRICAL TRANSMISSION SYSTEM PROVIDED BY SECO
- SOLID WASTE BY LOCAL FRANCHISE.
- TELEPHONE SERVICE BY CENTURYLINK.
- GAS PROVIDED / SERVICED BY TECO.
- CABLE PROVIDED / SERVICED BY COMCAST.
- LOCATED IN SECTION 32, TOWNSHIP 18 SOUTH, RANGE 23 EAST, WILDWOOD, SUMTER COUNTY, FLORIDA.
- IMPERVIOUS AREA: (TOTAL GROUND COVER)
 - PROPOSED BUILDING AREA = 73,750 SQ. FT. (1.69 AC.) 26.20%
 - PROPOSED DRAINAGE RETENTION AREA (50%) = 31,356 SQ. FT. (0.72 AC.) 11.14%
 - PROPOSED PARKING / DRIVE = 52,417 SQ. FT. (1.20 AC.) 18.62%
 - EXISTING ROAD = 8,597 SQ. FT. (0.20 AC.) 3.06%
 - PROPOSED IMPERVIOUS = 166,120 SQ. FT. (3.81 AC.) 59.03%
 - TOTAL OPEN AREA (50% RETENTION AREA) = 115,407 SQ. FT. (2.65 AC.) 40.97%
 - TOTAL SITE AREA = 281,527 SQ. FT. (6.46 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 2 COATS WHITE PAINT. SITE LIGHTING TO BE PROVIDED BY BUILDING MOUNTED LIGHT FIXTURES.
 - REFUSE DISPOSAL PROVIDED BY ON-SITE DUMPSTER.
 - CONSTRUCT SIDEWALK WIDTHS AS NOTED, 4" THICK, 3,000 PSI CONCRETE WITH BROOM FINISH (TYP.)
 - BEFORE DIGGING IT IS THE CONTRACTORS RESPONSIBILITY TO HAVE UNDERGROUND UTILITIES LOCATED FOR PROTECTION, SO AS NOT TO DISTURB ANY UTILITIES REMAINING ON AND OFF SITE.
 - ALL TREES BEING REMOVED WITHIN THE COUNTY'S DRAINAGE EASEMENT ARE EXEMPT FROM THE CITY OF WILDWOOD'S TREE ORDINANCE.
 - AT TIME OF FUTURE WIDENING OF C462 THE OWNER WILL CONSTRUCT A CONNECTING SIDEWALK TO PROVIDE AN ACCESSIBLE ROUTE FOR PEDESTRIANS.
 - THE APARTMENT DWELLING UNIT IS AN ACCESSORY USE AND IS INTENDED FOR SECURITY AND CARETAKER PURPOSES. IT IS NOT INTENDED TO BE A PERMANENT RESIDENCE.

- ### BUILDING SETBACKS
- 25 FT FROM COUNTY ROAD 462 (FRONT SETBACK)
 - 15 FT SIDE AND REAR



DATE	REVISIONS
10/22/13	REVISED PER CITY OF WILDWOOD COMMENTS

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

FORT KNOX SELF STORAGE CR 462
 WILDWOOD, FL
SITE PLAN

DATE 9/5/13
 DRAWN BY BRP
 CHKD BY CAP
 FILE NAME 004 fort knox site
 JOB NO. 131041.0000

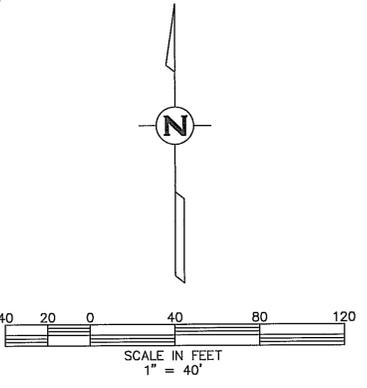
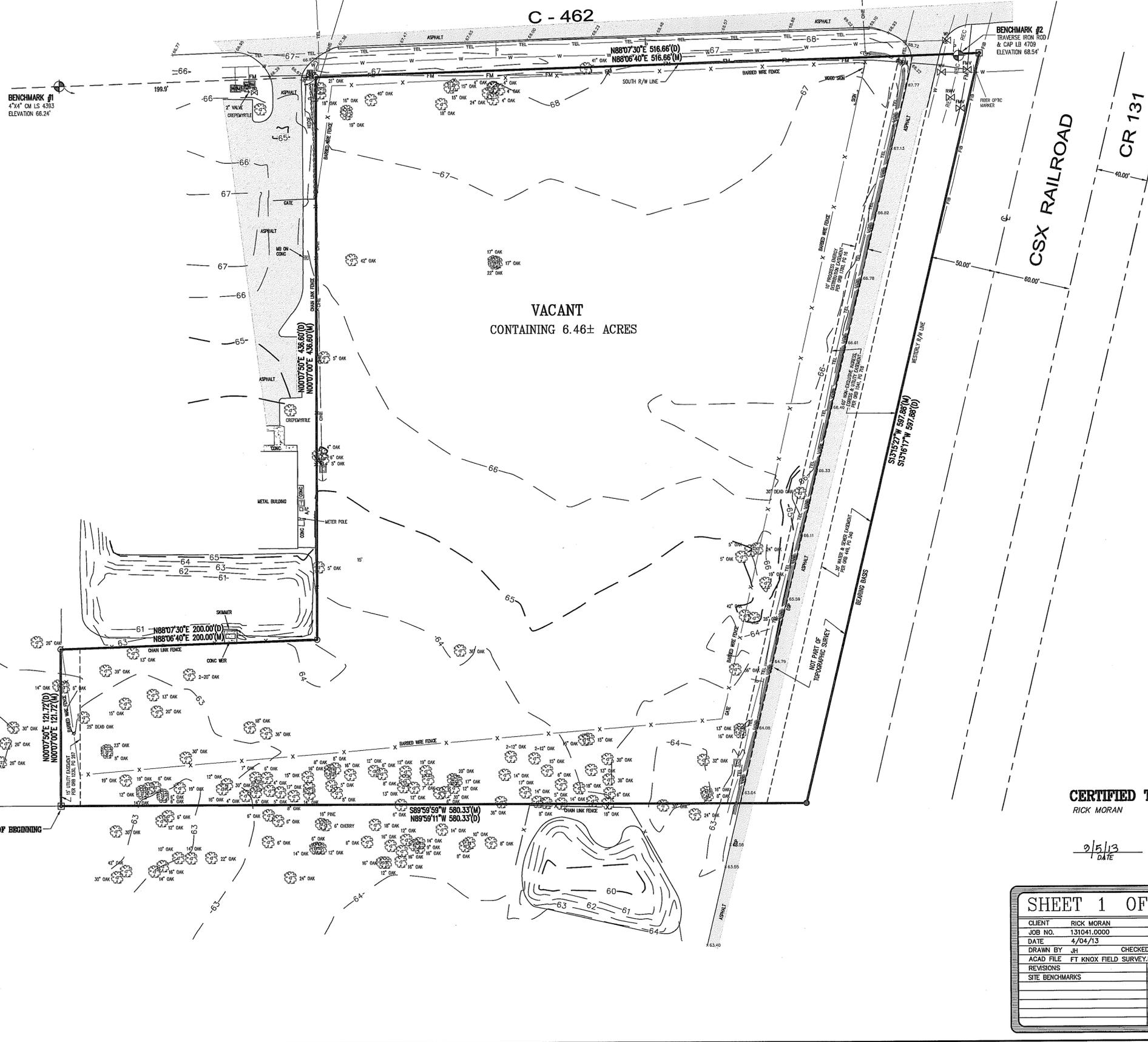
BOUNDARY & TOPOGRAPHIC SURVEY

DESCRIPTION:

THAT PART OF THE S.W. 1/4 OF THE N.W. 1/4 OF SECTION 32, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCE AT THE S.W. CORNER OF THE S.W. 1/4 OF THE N.W. 1/4 OF SAID SECTION 32, TOWNSHIP 18 SOUTH, RANGE 23 EAST, AND RUN N00°07'50"E ALONG THE WEST LINE OF THE N.W. 1/4, A DISTANCE OF 700.00 FEET; THENCE RUN S89°59'11"E A DISTANCE OF 250.00 FEET TO A CONCRETE MONUMENT (NO NUMBER) AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE FROM SAID POINT OF BEGINNING, RUN N00°07'50"E PARALLEL WITH THE WEST LINE OF THE N.W. 1/4 OF SAID SECTION 32, A DISTANCE OF 121.72 FEET TO AN IRON PIN LABELED LB707; THENCE RUN N88°07'30"E, PARALLEL WITH THE SOUTH RIGHT-OF-WAY LINE OF COUNTY HIGHWAY C-462, A DISTANCE OF 200.00 FEET TO AN IRON PIN LABELED LB707; THENCE RUN N00°07'50"E, PARALLEL WITH THE WEST LINE OF THE N.W. 1/4 OF SAID SECTION 32 A DISTANCE OF 436.60 FEET TO AN IRON PIN LABELED LB707, SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF THE AFOREMENTIONED COUNTY HIGHWAY C-462, SAID RIGHT-OF-WAY BEING 66.00 FEET IN WIDTH; THENCE RUN N88°07'30"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE OF COUNTY HIGHWAY C-462, A DISTANCE OF 516.66 FEET TO A CONCRETE MONUMENT LABELED 4393 ON THE WESTERLY RIGHT-OF-WAY LINE OF THE C.S.X. TRANSPORTATION, INC. RAILROAD, SAID POINT BEING 50.00 FEET WEST OF AND PERPENDICULAR TO THE CENTERLINE OF THE MAIN TRACKS OF C.S.X. TRANSPORTATION, INC. RAILROAD; THENCE DEPARTING FROM SAID SOUTH RIGHT-OF-WAY LINE OF COUNTY HIGHWAY C-462, RUN S13°16'17"W, ALONG THE WESTERLY RIGHT-OF-WAY LINE AND PARALLEL TO THE CENTERLINE OF SAID C.S.X. TRANSPORTATION, INC. RAILROAD, A DISTANCE OF 597.88 FEET; THENCE DEPARTING FROM SAID WESTERLY RIGHT-OF-WAY LINE, RUN N89°59'11"W, A DISTANCE OF 580.33 FEET TO THE POINT OF BEGINNING.

NOTES:

1. THIS SURVEY IS ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. CERTIFICATION IS LIMITED TO PARTIES NAMED HEREON.
3. BEARINGS SHOWN HEREON ARE FLORIDA STATE PLANE COORDINATE WEST ZONE NORTH AMERICAN DATUM OF 1988. THIS SURVEY WAS CHECKED TO NGS STATION "SUMTER 41" AND REFERENCED TO THE WEST RIGHT OF WAY LINE OF THE CSX RAILROAD AS BEING S13°15'22"W.
4. THE LEGAL DESCRIPTION WAS SUPPLIED BY OTHERS.
5. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS, RIGHTS OF WAY, OWNERSHIP OR OTHER MATTERS OF RECORD BY THIS FIRM.
6. UNDERGROUND IMPROVEMENTS SUCH AS FOUNDATIONS, ETC. WERE NOT LOCATED. UNDERGROUND UTILITIES WERE FLAGGED BY CENTRAL FLORIDA LOCATING, INC.
7. LANDS SHOWN HEREON LIE IN FLOOD ZONE "C" (AREA OF MINIMAL FLOODING) ACCORDING TO FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 1222861 0076 B EFFECTIVE DATE: MARCH 15 1982.
8. THIS SURVEY MEETS ALL APPLICABLE REQUIREMENTS OF THE FLORIDA MINIMUM TECHNICAL STANDARDS AS CONTAINED IN RULE 54-17.032 OF THE FLORIDA ADMINISTRATIVE CODES.
9. ELEVATIONS ARE NORTH AMERICAN VERTICAL DATUM OF 1988 AND THIS SURVEY WAS BASED ON NGS STATION "SUMTER 41" NAVD 88.



LEGEND	
	INDICATES 4" X 4" CONCRETE MONUMENT FOUND, NO IDENTIFICATION
	INDICATES 5/8" REBAR AND CAP FOUND, (LB # 4793)
	INDICATES 5/8" REBAR AND CAP FOUND, (LB # 6514)
	+0.00 INDICATES SPOT ELEVATION
	CONC INDICATES CONCRETE
	-USE- INDICATES UNDERGROUND ELECTRIC LINE
	-W- INDICATES WATER LINE
	-RED- INDICATES RECLAIMED LINE
	-TEL- INDICATES TELEPHONE LINE
	-RED- INDICATES RECLAIMED LINE
	INDICATES SIGN
	-OHE- INDICATES OVERHEAD ELECTRIC LINE
	AC INDICATES AIR CONDITIONER
	INDICATES UTILITY POLE
	INDICATES GUY ANCHOR
	INDICATES TELEPHONE RISER
	INDICATES WATER METER
	-X- INDICATES FENCE
	INDICATES WATER VALVE
	INDICATES BENCHMARK
	INDICATES RECLAIMED WATER VALVE
	INDICATES FORCEMAN VALVE
	ORB INDICATES OFFICIAL RECORDS BOOK
	PG INDICATES PAGE

CERTIFIED TO:
RICK MORAN

9/5/13
DATE
Kate N. Jameson
KATE N. JAMESON, PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 5912

SHEET 1 OF 1		BOUNDARY & TOPOGRAPHIC SURVEY	
CLIENT	RICK MORAN	IN SECTION 32, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.	
JOB NO.	131041.0000	FORT KNOX CITY OF WILDWOOD	
DATE	4/04/13	 FARNER BARLEY AND ASSOCIATES, INC. 4450 NE 83RD ROAD - WILDWOOD, FL 34785 - (352) 748-3126	
DRAWN BY	JH		
ACAD FILE	FT KNOX FIELD SURVEY.DWG		
REVISIONS	DATE		
SITE BENCHMARKS	9/5/13	▲ ENGINEERS ▲ SURVEYORS ▲ PLANNERS LB 4709	

POINT OF COMMENCEMENT
SW CORNER OF THE SW 1/4 OF THE NW 1/4 SECTION 32-18-23

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Ordinance O2013-54: Comprehensive Plan Amendments: Regional Activity Centers

REQUESTED ACTION: Transmittal of Ordinance O2013-54 to the Reviewing Agencies

Work Session (Report Only) **DATE OF MEETING:** November 11, 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 City has received two separate Comprehensive Plan Amendment applications seeking designation of the Trailwinds Village (Word property) and Wildwood Commons (Beamont, Paxton, and Stokes properties) projects as "Regional Activity Centers" (RAC) pursuant to Chapter 380.06(2)(e), Florida Statutes and Rule 28.24.014(10)(a), Florida Administrative Code.

Ordinance O2013-54 amends the Future Land Use Element of the Comprehensive Plan creating Objective 1.7.A and its Policies 1.7.A.1 through 1.7.A.4.

Policy 1.7.A.3 designates the Trailwinds Village project as a RAC, and Policy 1.7.A.4 designates the Wildwood Commons project as a RAC.

Designation as a RAC increases the amount of development that may be approved locally without triggering the Development of Regional Impact (DRI) review process. Designation as a RAC does not increase the amount of development that is allowed under the property's Future Land Use Map designation. As such, each project will be required to meet the density, intensity, and mix of use requirements under the Central Mixed Use designation. Each project is also required to proceed as a Planned Development.

The Trailwinds Village project is an approved Planned Development. The applicant has submitted an application for an amendment to the Planned Development to increase the amount of development utilizing the RAC thresholds. The amendment to the Planned Development will be heard by the Planning and Zoning Board and the City Commission should the RAC be approved. An application for a Planned Development has not been submitted at this time for the Wildwood Commons project.

At the November 5th meeting of the Local Planning Agency, the Special Magistrate recommended approval of the designations of the Trailwinds Village and Wildwood Commons projects as “Regional Activity Centers” and of Ordinance O2013-54.

Staff recommends the transmittal of Ordinance O2013-54 to the state reviewing agencies under F.S. 163.3184.

A handwritten signature in blue ink, appearing to read 'JM', with a long horizontal flourish extending to the right.

Jason McHugh
Development Services Coordinator

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

The case below was heard on Tuesday, November 5, 2013 by the Special Magistrate. The applicant seeks a comprehensive plan text amendment establishing “Regional Activity Center” standards and designating the “Wildwood Commons” project as a “Regional Activity Center.” The site is generally located to the northeast of the intersection of C-466A (Cleveland Ave) and C-462.

Case: CP 1310-01

Parcels: G04=006, G04=007, G04=040, and G04=051

Owners: Pine Cone Investments LLLP, Raymond Penrose Beaumont, June B. Beaumont, Mike and Kathy L. Stokes, Georgia Paxton, Stephen L. Paxton, Patricia P. Collins, Roger L. Paxton, and Charles E. Paxton.

Applicant: Pine Cone Investments LLLP, Raymond Penrose Beaumont, June B. Beaumont, Mike and Kathy L. Stokes, Georgia Paxton, Stephen L. Paxton, Patricia P. Collins, Roger L. Paxton, and Charles E. Paxton.

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

Based upon the testimony and information presented, the Special Magistrate recommends approval of the comprehensive plan text amendment and favorable recommendation of Ordinance O2013-54 to the City Commission and submittal to the State of Florida.

Dated: November ____, 2013

/Proposed/

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

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

The case below was heard on Tuesday, November 5, 2013 by the Special Magistrate. The applicant seeks a comprehensive plan text amendment establishing “Regional Activity Center” standards and designating the “Trailwinds Village” project as a “Regional Activity Center.” The site is generally located to the northeast of the intersection of C-466A (Cleveland Ave) and C-462.

Case: CP 1310-02

Parcels: G03=004, G04=004, and G04=021

Owners: Word Family, LLC

Applicant: Word Family, LLC

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

Based upon the testimony and information presented, the Special Magistrate recommends approval of the comprehensive plan text amendment and favorable recommendation of Ordinance O2013-54 to the City Commission and submittal to the State of Florida.

Dated: November ____, 2013

/Proposed/

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

ORDINANCE NO. O2013-54

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA; AMENDING THE FUTURE LAND USE ELEMENT OF THE CITY OF WILDWOOD COMPREHENSIVE PLAN IN ACCORDANCE WITH THE COMMUNITY PLANNING ACT OF 2011; CREATING FUTURE LAND USE ELEMENT OBJECTIVE 1.7.A AND POLICIES 1.7.A.1 THROUGH 1.7.A.4 CONCERNING REGIONAL ACTIVITY CENTERS; DESIGNATING THE TRAILWINDS VILLAGE PROJECT AND THE WILDWOOD COMMONS PROJECT AS REGIONAL ACTIVITY CENTERS PURSUANT TO CHAPTER 380.06(2)(E), FLORIDA STATUTES, AND RULE 28.24.014(10), FLORIDA ADMINISTRATIVE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City may designate specific areas as “Regional Activity Centers” pursuant to Chapter 380.06(2)(e), Florida Statutes and Rule 28.24.014(10)(a). Florida Administrative Code;

WHEREAS, the City wishes to amend the Future Land Use Element of the local Comprehensive Plan to provide development standards for “Regional Activity Centers;”

WHEREAS, the City wishes to designate the Trailwinds Village project as a “Regional Activity Center” in the Future Land Use Element; and

WHEREAS, the City wishes to designate the Wildwood Commons project as a “Regional Activity Center” in the Future Land Use Map Element;

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

SECTION 1. The text amendments to the Future Land Use Element of the City of Wildwood Comprehensive Plan creating Objective 1.7.A and Policies 1.7.A.1 and 1.7.A.2 are shown in attached “Exhibit A.”

SECTION 2. The text amendment to the Future Land Use Element of the City of Wildwood Comprehensive Plan creating Policy 1.7.A.3 designating the Trailwinds Village project as a “Regional Activity Center” are shown in the attached “Exhibit B.”

SECTION 3. The text amendment to the Future Land Use Element of the City of Wildwood Comprehensive Plan creating Policy 1.7.A.4 designating the Wildwood Commons project as a “Regional Activity Center” are shown in the attached “Exhibit C.”

SECTION 4. With the recommendations of the Local Planning Agency and the City Commission, the proposed amendments are hereby transmitted by the City Commission to the state land planning agency.

SECTION 5. All ordinances or parts of ordinances in conflict herewith, be, and the same are hereby repealed.

SECTION 6. 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 7. This Ordinance, if the amendment is not timely challenged, shall be effective 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, this Ordinance shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this Ordinance to be in compliance. No development orders, development permits, or land uses dependent upon this Ordinance may be issued or commenced before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this Ordinance may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

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

Ordinance O2013-54
“Exhibit A”
Future Land Use Element Objective 1.7.A and Policies 1.7.A.1 and 1.7.A.2
Designation of Regional Activity Centers

OBJECTIVE 1.7.A. Designating Regional Activity Centers. To facilitate an economic development strategy that focuses on business creation and expansion, aligns public investments and incentives to encourage economic development opportunities that leverage existing City assets, and to encourage functional mixed-use development, the City may designate specific areas of the City appropriate for intensive growth for compact, high intensity, high density developments which may include a mix of the follow uses: retail, office, medical, housing, cultural, recreational and entertainment facilities, and hospitality facilities (hotels and motels). The City may designate such specific area as a “Regional Activity Center” (RAC) pursuant to Chapter 380.06(2)(e), of the Florida Statutes, and Rule 28.24.014(10)(a) of the Florida Administrative Code. The designated area shall be consistent with City’s Comprehensive Plan and Future Land Use Map intensities, and shall routinely provide service to, or regularly be used by, a significant number of citizens of more than one county, contain adequate existing public facilities or public committed facilities, and be proximate and accessible to major roadways. Regional Activity Centers shall be approved and implemented to provide for intensive and coordinated mixed-use development to provide services, including job centers, to service proximate areas of high residential densities, and to allow development of the specified land at greater density and intensity without obligating the developer to proceed through the Development of Regional Impact (DRI) process.

Policy 1.7.A.1 Regional Activity Centers (RAC) shall be designated on the Future Land Use Map series as an overlay zone by Comprehensive Plan Amendment which is also consistent with Rule 28.24.014(10), F.A.C, and Section 380.06(2)(e) F.S. Regional Activity Centers shall be approved and designated based on efficient provision of urban services, creation of development nodes utilizing efficient land use patterns, and transition of uses at the outer boundaries of the Regional Activity Center, and require mixed-use projects.

Regional Activity Center Development Standards

Policy 1.7.A.2 Regional Activity Center Development Standards. All Regional Activity Centers shall be required to obtain a Planned Development zoning. The conceptual development plan and development standards shall be incorporated into the Planned Development.

The adoption of a Comprehensive Plan Amendment designating a Regional Activity Center shall include a Conceptual Master Plan that promotes physical and functional integration of a mixture of land uses and that address, at a minimum, the following:

- a. Development of the RAC as a Planned Development (PD);
- b. Provide for a diverse mix of land uses as provided for in Rule 28-24.014(10) F.A.C. housing types, densities and intensities;
- c. Locate only in those areas of the City where major employment centers exist or are encouraged;
- d. Provide for a transition of land use intensities near the periphery of the RAC to allow for and provide compatibility with adjacent land uses;
- e. Locate at or in reasonable proximity to arterial roadways and committed public facilities.

Ordinance O2013-54
“Exhibit B”
Future Land Use Element Policy 1.7.A.3
Designating the Trailwinds Village RAC

Policy 1.7.A.3 Designation of Trailwinds Village Regional Activity Center. The City hereby designates the Trailwinds Village project as a Regional Activity Center. Trailwinds Village satisfies the parameters for a Regional Activity Center as defined in Section 380.06(2)(a), Florida Statutes, and Rule 28-24.014(10)(c)(2) Florida Administrative Code. Land uses for the Regional Activity Center can be accommodated by the currently designated the current Central Mixed Use future land use category on the Future Land Use Map of the Comprehensive Plan, and development shall occur consistent with the land use policies within the Comprehensive Plan, and shall occur under a Planned Development (PD) zoning.

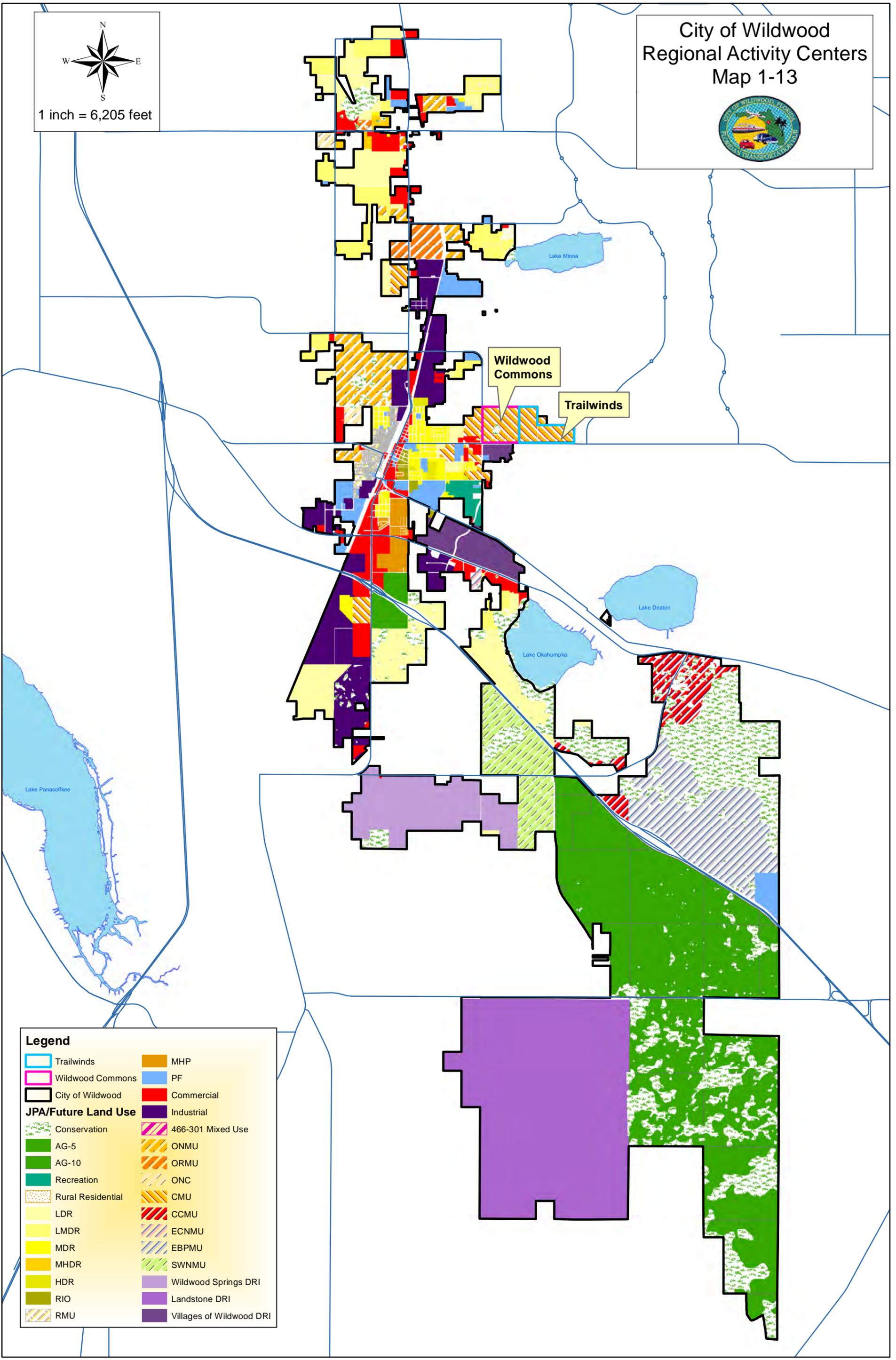
Ordinance O2013-54
“Exhibit C”
Future Land Use Element Policy 1.7.A.4
Designating the Wildwood Commons RAC

Policy 1.7.A.4 Designation of Wildwood Commons Regional Activity Center. The City hereby designates the Wildwood Commons project as a Regional Activity Center. Wildwood Commons satisfies the parameters for a Regional Activity Center as defined in Section 380.06(2)(a), Florida Statutes, and Rule 28-24.014(10)(c)(2) Florida Administrative Code. Land uses for the Regional Activity Center can be accommodated by the currently designated the current Central Mixed Use future land use category on the Future Land Use Map of the Comprehensive Plan, and development shall occur consistent with the land use policies within the Comprehensive Plan, and shall occur under a Planned Development (PD) zoning.



1 inch = 6,205 feet

City of Wildwood Regional Activity Centers Map 1-13



Legend

Trailwinds	MHP
Wildwood Commons	PF
City of Wildwood	Commercial
JPA/Future Land Use	
Conservation	466-301 Mixed Use
AG-5	ONMU
AG-10	ORMU
Recreation	ONC
Rural Residential	CMU
LDR	CCMU
LMDR	ECNMU
MDR	EBPMU
MHDR	SWNMU
HDR	Wildwood Springs DRI
RIO	Landstone DRI
RMU	Villages of Wildwood DRI

Trailwinds Village

Regional Activity Center Designation

Case Number: CP 1310-02

Supporting Documentation

**CITY OF WILDWOOD
Planning and Zoning Board/Special Magistrate
Acting as the Local Planning Agency**

Case No: CP 1310-02

Parcel Number(s): G04=021; G04=004; G03=004

Property Location: CR 466A – West of CR 462 and Powell Road

Owner: Word Family LLC

Applicant: Word Family LLC (Tommy Word)

The applicant seeks approval and a favorable recommendation from the Planning and Zoning Board/Special Magistrate acting as the Local Planning Agency for a text amendment to the Future Land Use Element of the Comprehensive Plan designating the property associated with the Trailwinds Village development as a Regional Activity Center (RAC) pursuant to F.S. 380.06(2)(e) and Rule 28.24.014(10), F.A.C.

Designating the Trailwinds Village project as a RAC increases the amount of development that may be approved within the project without having to undergo the Development of Regional Impact (DRI) review process. Designating the property as a RAC does not increase the amount of development potential that is currently permissible under the property's Future Land Use Map designation. Any development that may occur must meet the requirements of the Central Mixed Use land use designation.

The applicant has submitted a subsequent application for an amendment to the approved Trailwinds Village Planned Development which increases the development entitlements pursuant to the RAC thresholds for a mixed use development. The amendment to the Planned Development will be brought to the Planning and Zoning Board for consideration at a later time.

Staff believes the proposed amendment should be granted based on the following criteria found in Section 1.7(D) of the Land Development Regulations:

(1) Justification of the proposed amendment has been adequately presented;

The text amendment designating the property as a RAC is necessary to accommodate the proposed increase in development entitlements. The applicant has provided additional justification and documentation in support of this amendment.

(2) The proposed amendment is not inconsistent with the goals, objectives and policies of the comprehensive plan;

The proposed amendment is consistent with goals, objectives and policies of the Comprehensive Plan. The property is required to meet the density, intensity, and mixture of land use standards within the Central Mixed Use land use designation. Further, the proposed amendment is consistent with the intent of the Comprehensive Plan in encouraging the economic development through the expansion of business development within Downtown.

(3) The proposed amendment should not be considered urban sprawl or exemplify an energy inefficient land use pattern;

The amendment is not considered urban sprawl, and it does not exemplify an energy inefficient land use pattern. The designation of the RAC on the subject property would result in a denser, more efficient land use pattern consistent with the Central Mixed Use land use designation.

(4) The proposed amendment will not have an adverse effect on environmentally sensitive systems;

The proposed amendment will not have an adverse effect on environmentally sensitive systems. The subject property contains an isolated wetland that will be preserved. The property subject to the amendment is located in an area suitable for development.

(5) The proposed amendment will not adversely affect transportation, potable water, sewer, schools or other public facilities without providing remedies to correct the system or facility.

The proposed amendment will not adversely affect the City's water or wastewater services. The City has adequate capacity within its systems to accommodate the project. The applicant has entered into a Utility Agreement with the City in which the developer will be extending utility services to the property. The amendment may cause an increase in traffic in the area. However, adverse traffic impacts will be identified and mitigation will be required during the Planned Development review. The proposed project is not expected to have an impact on the school system.

Section 2 of Ordinance O2013-54 adopts Future Land Use Element Policy 1.7.A.3 designating the Trailwinds Village project as a Regional Activity Center. **Staff recommends approval and a favorable recommendation of the designation of the Trailwinds Village project as a Regional Activity Center and approval of Ordinance O2013-54** (attached), to be forwarded to the City Commission for further action.

The Planning and Zoning Board/Special Magistrate acting as the Local Planning Agency has a duty to make recommendations to the City Commission on all comprehensive plan amendments pursuant to the Section 1.7(D) of the Land Development Regulations.

This office has duly noticed this meeting as prescribed by City of Wildwood Code for PUBLIC NOTICES in the City of Wildwood. Notice of Hearing has been sent via Certified Mail to all property owners adjoining the property in question. Notice has been posted on the Notice Board at City Hall, on the bulletin board at the Wildwood Post Office, and on the subject property. A notice of this meeting was published in a newspaper of general circulation (Daily Commercial) on October 25, 2013.

DATED: October 31, 2013



Jason McHugh
Development Services Coordinator/ City Planner

PROJECT NARRATIVE AND JUSTIFICATION FOR TRAILWINDS VILLAGE RAC & PD AMENDMENT

Project Description:

The project site comprises 157.02 acres located on the north side of CR-466A, between CR-462A/Powell Road and S Buena Vista Boulevard. The property has CMU (Central Mixed Use) future land use designation. In February 2012, the property was rezoned from CMU to PD (Planned Development) by City of Wildwood Ordinance No. 2012-07. The City's comprehensive plan and code requires CMU properties to be rezoned/master planned to PD in order to develop them.

The applicant is requesting a comprehensive plan amendment to designate the property as a RAC (Regional Activity Center) pursuant to Chapter 380.06(2)(e) of the Florida Statutes and Rule 28.24.014(10) of the Florida Administrative Code, along with a corresponding amendment to the PD zoning approval in order to develop the property with approximately 450 residential dwelling units (assisted living/skilled nursing and independent living), 500,000 sq.ft of commercial sales, and 200,000 sq.ft of commercial office uses. Additional density/intensity is allowed pursuant to the RAC thresholds for a mixed use development, however it is not anticipated that the maximum intensity will be achieved based on the proposed uses. The attached RAC map exhibit provides the conceptual mixture of uses.

The land area and residential unit/nonresidential square footage breakdowns are listed in detail on the Sheet 1 (cover sheet) of the PD Concept Plan. The cover sheet also contains a land use equivalency matrix (based on net new 2-way trip generation) to allow some adjustment of land uses at time of development in order to address market conditions, site design, and/or regulatory agency permitting requirements. Any such adjustment shall be made pursuant to the land use equivalency matrix and demonstration that the proposed mix of uses will be in compliance with the range of required CMU mixed use land area requirements (the minimum/maximum land area requirements are listed on the plan) and the RAC/DRI thresholds for a mixed use development.

In order to demonstrate that the entire property can be developed in compliance with the CMU mix of use acreage requirements (Comprehensive Plan FLUE Policy 1.3.3), the entire property is included in this application as one phase of development for the purpose of allocating land use areas and coordinating the location of anticipated master infrastructure needs (roads, stormwater, and utilities). Once the master infrastructure has been permitted and constructed, each parcel/outparcel may then be permitted to accommodate its specific occupant(s).

Sheet 2 of the PD Concept Plan depicts the general project layout and an acreage table for each land use. The project will have a 25' wide landscape buffer along the CR-466A property frontage and along project perimeters that abut residential lots within the Villages DRI. A 20' wide landscape buffer will be provided along the other project perimeters. Internal to the project, there will be 10' wide landscape buffers along each side of the internal roads, as well as

between changes in residential, commercial sales, and commercial office use if not separated by a stormwater pond and/or park tract. The private roads, master stormwater ponds and parks will be platted as common area tracts to be owned and maintained by one or more property owners' associations.

The private roads within the development provide interconnectivity between the land use areas, including public access for the six existing single-family homes/lots located along NE 57th Drive which is a landlocked public right-of-way. The project's points of ingress/egress from CR-466A are depicted on the PD concept plan and the individual uses shall only take vehicular access from the internal roadways. Within each internal road right-of-way, there will be a 12' wide asphalt multi-use trail on one side of the road, as depicted on the typical internal roadway section.

The internal public road rights-of-way will also contain the proposed public utility lines (potable water, sanitary sewer, and reclaimed water) and the central sanitary sewer lift station, which will be sized to serve the entire development and the six abutting residential lots, if they desire to connect as well. The developer will enter into a utility agreement with the City of Wildwood to extend the City's potable water, reclaimed water, and sanitary sewer service from their existing locations near the CR-466A and CR-462A/Powell Road intersection to the locations shown on the plan. The City has adequate capacity within its plants and transmission systems to accommodate the proposed development.

There will be several parks and linear park areas distributed throughout the development to serve the residential, commercial sales and office uses. The linear parks will contain a pedestrian loop trail and may have amenity features such as benches, picnic shelters, and/or exercise stations along them in order to take advantage of the aesthetics of the large open space areas provided by constructing wet ponds as the development's master stormwater management system. The existing wetland/depressional area located on the eastern side of the property will be preserved during development as a passive park/amenity feature.

Sheet 3 of the PD Concept Plan depicts the anticipated building and parking layout within each land use area. The residential land use area is anticipated to be developed with a mixture of multi-story building types containing two types of residential uses: assisted living/skilled nursing facilities (3 beds equals 1 dwelling unit for density purposes) and senior independent living units (most likely a mix of 1 and 2 bedroom apartments and/or condominiums). The commercial office land use areas are anticipated to be developed with medical and/or general/professional office in a mixture of single and/or multi-story buildings. The concept plan depicts an office complex setting which would provide space for the greatest variety of medical, general, and professional office users but the developer could consolidate square footage to develop these areas with fewer, larger multi-story buildings in order to accommodate larger medical or corporate office users. The commercial sales land use area is anticipated to be developed with an anchored retail shopping center and outparcels that provide a variety of products and services to the public. It is anticipated that portions of the commercial sales land use area may be developed with other compatible uses such as offices, hotels/motels, and/or additional assisted living/skilled nursing facilities.

Comprehensive Plan Amendment (RAC Overlay) Review Criteria:

Pursuant to City of Wildwood Land Development Regulations Section 1.7(D), the Local Planning Agency shall consider the following review criteria and make recommendation to the City Commission. In furtherance of this code requirement, the applicant's professional planning and engineering consultants find the following in support of this application.

- (1) Justification of the proposed amendment has been adequately presented;

Applicant's finding: The plans and other support documents submitted by the applicant for the applications for RAC designation and companion PD zoning concept plan amendment provide sufficient justification to support the proposed comprehensive plan amendment to create a RAC designation on the property.

- (2) The proposed amendment is not inconsistent with the goals, objectives and policies of the comprehensive plan;

Applicant's finding: The requested RAC designation is consistent with the mixed use development pattern and range of minimum/maximum density and intensity standards that are required to develop within the CMU future land use category, as enumerated in FLUE Table 1-1 and Policies 1.3.3 and 1.3.4.

- (3) The proposed amendment should not be considered urban sprawl or exemplify an energy inefficient land use pattern;

Applicant's finding: The RAC and companion PD amendment provide for a denser, more efficient land use pattern consistent with the CMU future land use category.

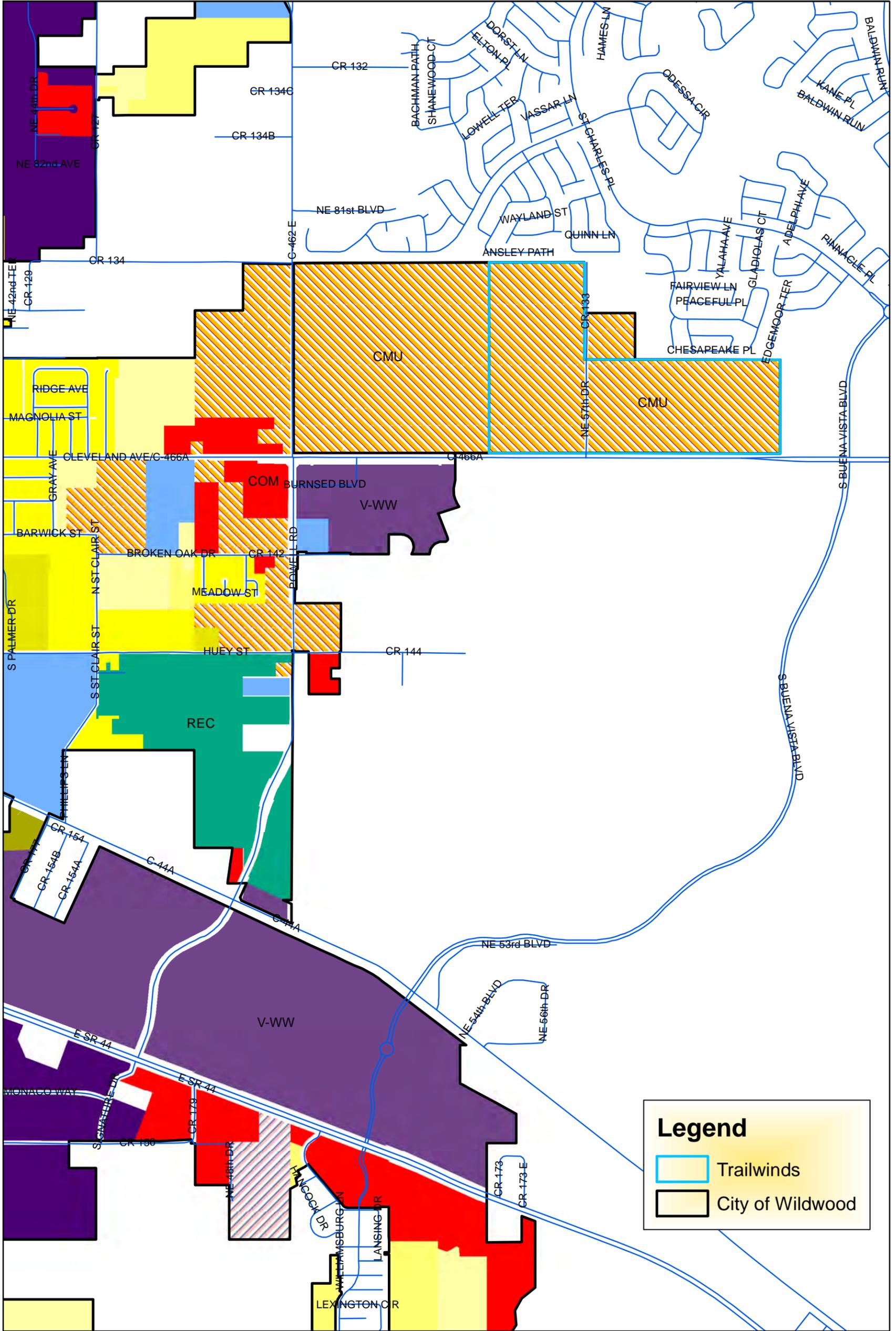
- (4) The proposed amendment will not have an adverse effect on environmentally sensitive systems; and

Applicant's finding: The only environmentally sensitive feature, an existing wetland/depressional area located on the eastern side of the property, will be preserved during development as a passive park/amenity feature.

- (5) The proposed amendment will not adversely affect transportation, potable water, sewer, schools or other public facilities without providing remedies to correct the system or facility.

Applicant's finding: As discussed in the zoning review criteria below, the RAC and PD amendment will not create excessive traffic congestion or other detriment to public safety and the City has adequate plant and transmission capacity to provide water, sewer, and reclaimed service to the property. The applicant will be entering into a utility agreement for the proportionate share of the cost to extend these services from CR-139/Powell Road to the property and the developer will construct the on-site improvements.

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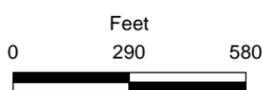


Legend

- Trailwinds
- City of Wildwood



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100 North Main Street
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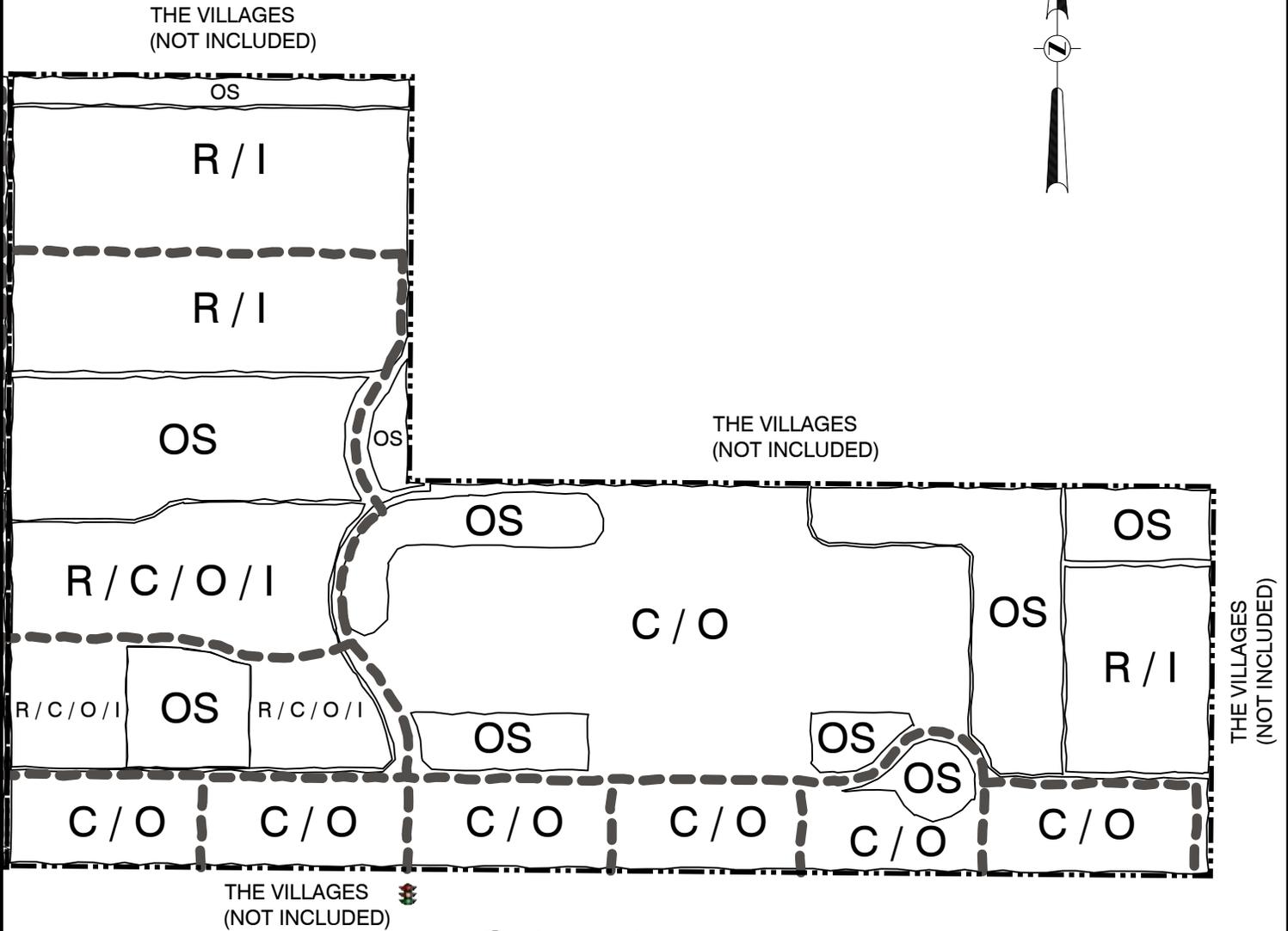
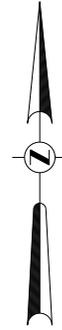


TRAILWINDS

WILDWOOD, FLORIDA

OCTOBER 2013

EXISTING FUTURE LAND USE



CR 466 A

LEGEND

- INTERNAL ROAD NETWORK
- R RESIDENTIAL
- C RETAIL / COMMERCIAL
- O OFFICE
- I MEDICAL / INSTITUTIONAL
- OS OPEN SPACE (STORMWATER MANAGEMENT & PARKS)

NOTE: DEVELOPMENT AREAS AND USES SHOWN ARE APPROXIMATE AND SUBJECT TO CHANGE DURING PLANNED DEVELOPMENT (PD) ZONING REVIEW. USES SHALL BE CONSISTENT WITH THE CENTRAL MIXED USE (CMU) FUTURE LAND USE CATEGORY.



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TRAILWINDS VILLAGE REGIONAL ACTIVITY CENTER

Wildwood Commons

Regional Activity Center Designation

Case Number: CP 1310-01

Supporting Documentation

**CITY OF WILDWOOD
Planning and Zoning Board/Special Magistrate
Acting as the Local Planning Agency**

Case No: CP 1310-01

Parcel Number(s): G04=021; G04=004; G03=004

Property Location: NE corner of the CR 462/CR 466A Intersection

Owner: Beaumont, Paxton, Stokes

Applicant: Beaumont, Paxton, Stokes

The applicant seeks approval and a favorable recommendation from the Planning and Zoning Board/Special Magistrate acting as the Local Planning Agency for a text amendment to the Future Land Use Element of the Comprehensive Plan designating the property associated with the Wildwood Commons development as a Regional Activity Center (RAC) pursuant to F.S. 380.06(2)(e) and Rule 28.24.014(10), F.A.C.

Designating the Wildwood Commons project as a RAC increases the amount of development that could be approved within the project without having to undergo the Development of Regional Impact (DRI) review process. Designating the property as a RAC does not increase the amount of development potential that is currently permissible under the property's Future Land Use Map designation. Any development that may occur must meet the requirements of the Central Mixed Use land use designation.

An application for a Planned Development with an associated master plan consistent with the Central Mixed Use land use designation is required prior to the property moving forward with development. The application for a Planned Development requires review by the Planning and Zoning Board.

Staff believes the proposed amendment should be granted based on the following criteria found in Section 1.7(D) of the Land Development Regulations:

(1) Justification of the proposed amendment has been adequately presented;

The applicant has provided sufficient justification for the proposed text amendment. The text amendment designating the property as a RAC will increase the amount of development that may occur on the site without having to go through the extensive and expensive Development of Regional Impact (DRI) review process.

(2) The proposed amendment is not inconsistent with the goals, objectives and policies of the comprehensive plan;

The proposed amendment is consistent with goals, objectives and policies of the Comprehensive Plan. The property is required to meet the density, intensity, and mixture of land use standards within the Central Mixed Use land use designation.

(3) The proposed amendment should not be considered urban sprawl or exemplify an energy inefficient land use pattern;

The amendment is not considered urban sprawl, and it does not exemplify an energy inefficient land use pattern. The designation of the RAC on the subject property would result in a denser, more efficient land use pattern consistent with the Central Mixed Use land use designation.

(4) The proposed amendment will not have an adverse effect on environmentally sensitive systems;

The proposed amendment will not have an adverse effect on environmentally sensitive systems. Preliminary analysis identifies an area of the property located within the floodplain. The applicant has stated during the development of the site this area will be preserved or utilized for stormwater management. All potential environmental issues will be studied and addressed during the Planned Development review which is required for projects located in the Central Mixed Use land use designation that are larger than 10 acres in size.

(5) The proposed amendment will not adversely affect transportation, potable water, sewer, schools or other public facilities without providing remedies to correct the system or facility.

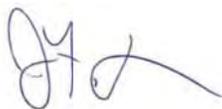
The proposed amendment will not adversely affect the City's water or wastewater services. The City has adequate capacity within its systems to accommodate the project. The City's utility lines will be brought from the CR 462/CR 466A/Powell Road area to the Trailwinds Village project (adjacent to the east). The utility lines will be sized appropriately to handle both projects. The amendment may cause an increase in traffic in the area. However, adverse traffic impacts will be identified and mitigation may be required during the Planned Development review.

Section 3 of Ordinance O2013-54 adopts Future Land Use Element Policy 1.7.A.4 designating the Wildwood Commons project as a Regional Activity Center. **Staff recommends approval and a favorable recommendation of the designation of the Wildwood Commons project as a Regional Activity Center and approval of Ordinance O2013-54** (attached), to be forwarded to the City Commission for further action.

The Planning and Zoning Board/Special Magistrate acting as the Local Planning Agency has a duty to make recommendations to the City Commission on all comprehensive plan amendments pursuant to the Section 1.7(D) of the Land Development Regulations.

This office has duly noticed this meeting as prescribed by City of Wildwood Code for PUBLIC NOTICES in the City of Wildwood. Notice of Hearing has been sent via Certified Mail to all property owners adjoining the property in question. Notice has been posted on the Notice Board at City Hall, on the bulletin board at the Wildwood Post Office, and on the subject property. A notice of this meeting was published in a newspaper of general circulation (Daily Commercial) on October 25, 2013.

DATED: October 31, 2013



Jason McHugh
Development Services Coordinator/ City Planner

PROJECT NARRATIVE AND JUSTIFICATION FOR AMENDMENT OF WILDWOOD COMMONS RAC

Project Description:

The project site comprises four parcel totaling 146.47 acres located at the northeast corner of CR-466A and CR-462A/Powell Road. The property has CMU (Central Mixed Use) future land use and CMU zoning designations.

The applicants are requesting a comprehensive plan amendment to designate the property as a RAC (Regional Activity Center) pursuant to Chapter 380.06(2)(e) of the Florida Statutes and Rule 28.24.014(10) of the Florida Administrative Code in order to eventually develop the properties as a mixed use development. The adjoining property to the east (different ownership) has an application pending for RAC designation as well, and the properties to the north and south are part of the Villages DRI.

The City's comprehensive plan and code requires CMU properties to be rezoned/master planned to PD (Planned Development) in order to develop them. However, the owners intend to continue the current residential and agricultural uses of their respective properties until such time that there are plans to develop the properties. The attached RAC map exhibit provides the conceptual mixture of future uses. When developed, the project will need to be in compliance with the range of required CMU mixed use land area requirements (minimum/maximum land area requirements) and the RAC thresholds (minimum/maximum densities and intensities) for a mixed use development.

Comprehensive Plan Amendment (RAC Overlay) Review Criteria:

Pursuant to City of Wildwood Land Development Regulations Section 1.7(D), the Local Planning Agency shall consider the following review criteria and make recommendation to the City Commission. In furtherance of this code requirement, the applicant's professional planning and engineering consultants find the following in support of this application.

(1) Justification of the proposed amendment has been adequately presented;

Applicant's finding: The RAC plan and other support documents submitted by the applicant provides sufficient justification to support the proposed comprehensive plan amendment to create a RAC designation on the property.

- (2) The proposed amendment is not inconsistent with the goals, objectives and policies of the comprehensive plan;

Applicant's finding: The requested RAC designation is consistent with the mixed use development pattern and range of minimum/maximum density and intensity standards that are required to develop within the CMU future land use category, as enumerated in FLUE Table 1-1 and Policies 1.3.3 and 1.3.4.

- (3) The proposed amendment should not be considered urban sprawl or exemplify an energy inefficient land use pattern;

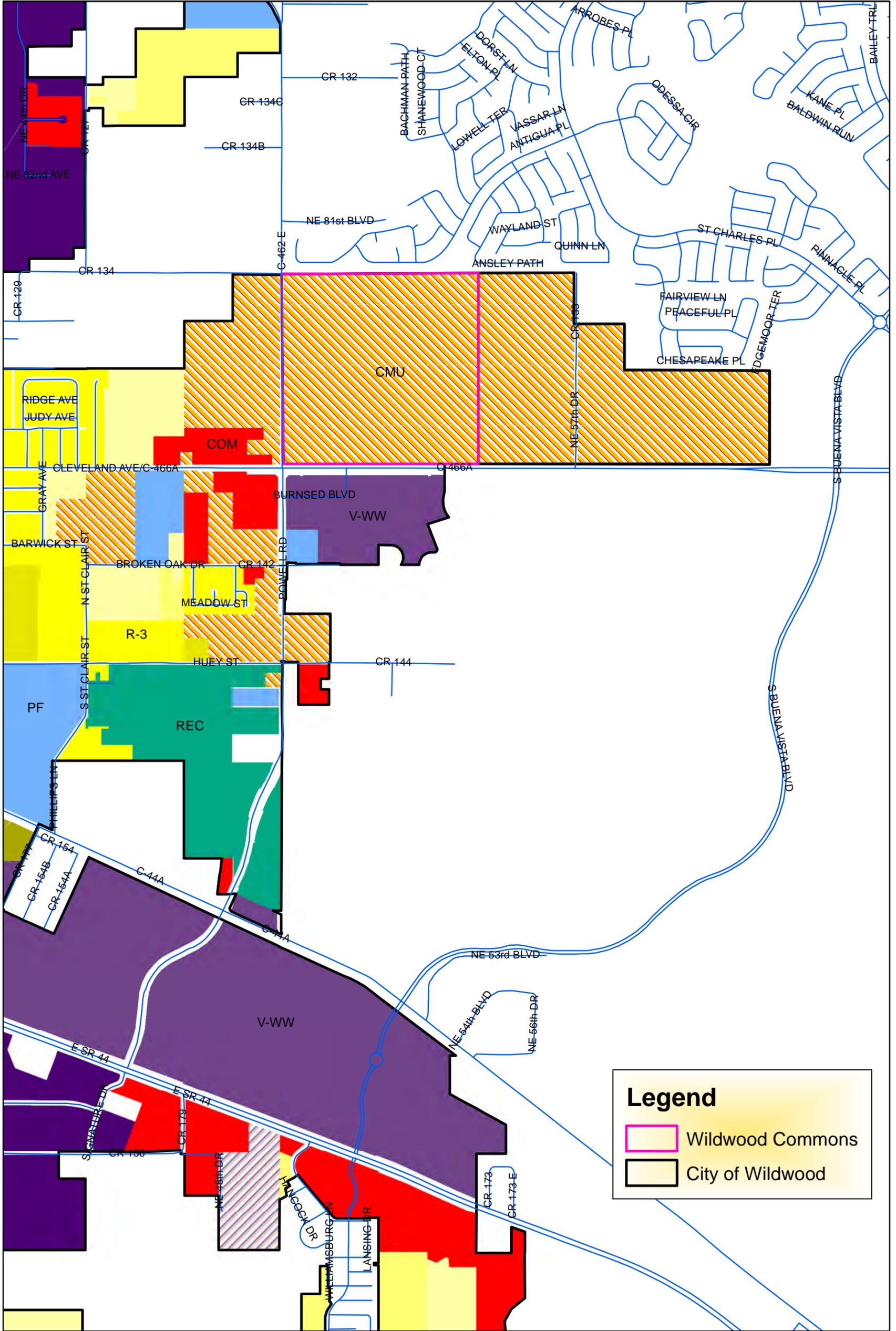
Applicant's finding: The RAC designation provides for the ability to create a denser, more efficient land use pattern consistent with the CMU future land use category.

- (4) The proposed amendment will not have an adverse effect on environmentally sensitive systems; and

Applicant's finding: The only environmentally sensitive feature, an existing wetland/depressional area located near the middle of the property will be preserved during development as part of the stormwater management system and/or as a passive park/amenity feature.

- (5) The proposed amendment will not adversely affect transportation, potable water, sewer, schools or other public facilities without providing remedies to correct the system or facility.

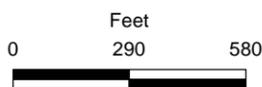
Applicant's finding: The RAC designation will not create excessive traffic congestion or other detriment to public safety and the City has adequate plant and transmission capacity to provide water, sewer, and reclaimed service to the property. The impacts of development will be evaluated at time of PD rezoning. There are already plans to extend public utilities past/through the property in order to serve the abutting property to the east.



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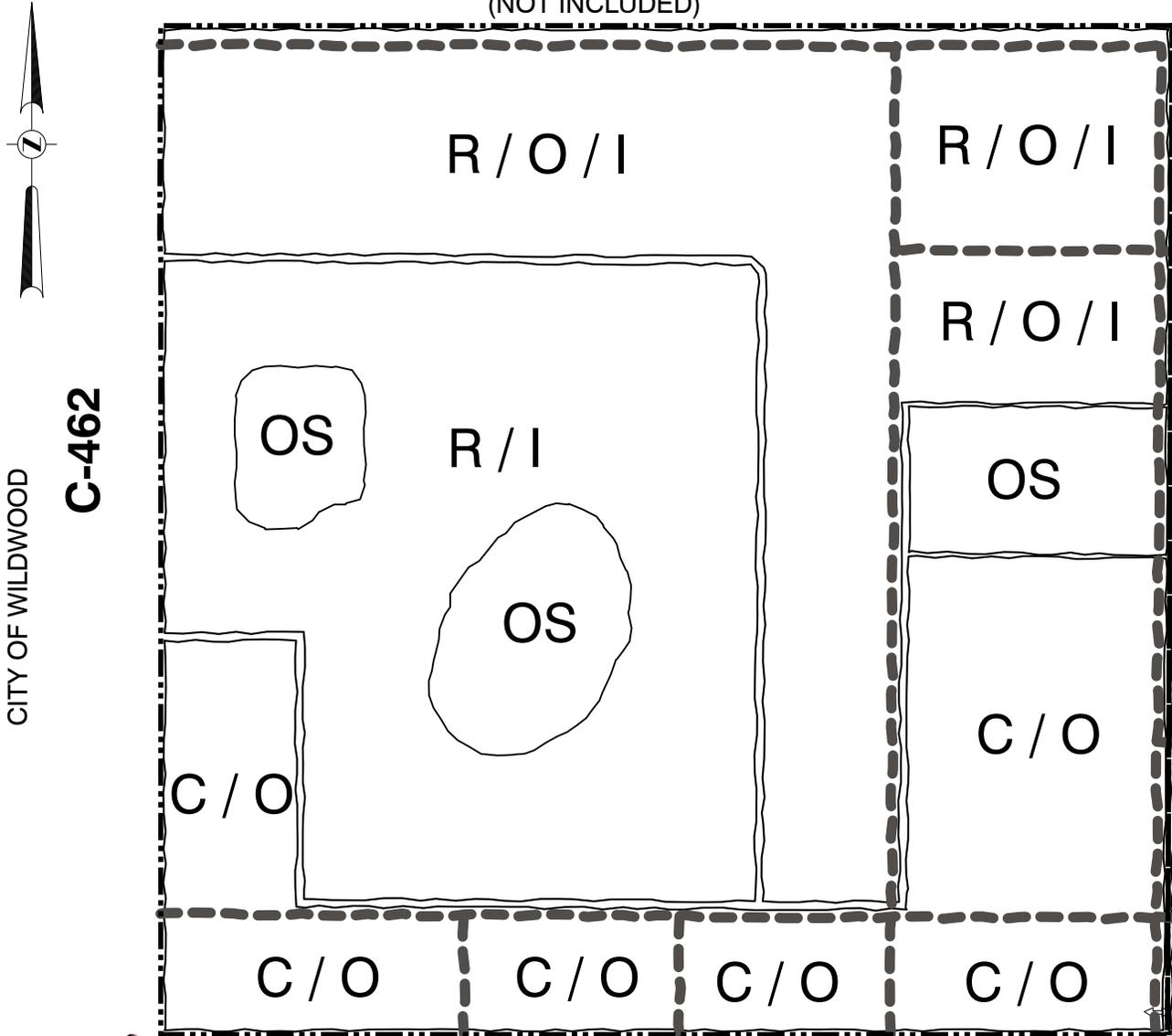
WILDWOOD COMMONS

WILDWOOD, FLORIDA

OCTOBER 2013

EXISTING FUTURE LAND USE

THE VILLAGES
(NOT INCLUDED)



CITY OF WILDWOOD
C-462

POWELL RD.

SARASOTA ST

PINELLAS PLACE

THE VILLAGES
(NOT INCLUDED)

CR 466 A

LEGEND

-  INTERNAL ROAD NETWORK
- R RESIDENTIAL
- C RETAIL / COMMERCIAL
- O OFFICE
- I MEDICAL / INSTITUTIONAL
- OS OPEN SPACE (STORMWATER MANAGEMENT & PARKS)

NOTE: DEVELOPMENT AREAS AND USES SHOWN ARE APPROXIMATE AND SUBJECT TO CHANGE DURING PLANNED DEVELOPMENT (PD) ZONING REVIEW. USES SHALL BE CONSISTENT WITH THE CENTRAL MIXED USE (CMU) FUTURE LAND USE CATEGORY.



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**WILDWOOD
COMMONS
REGIONAL ACTIVITY CENTER**

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Piedmont Companies, Inc. Comp. Plan Amendment, CP 1309-01

REQUESTED ACTION: Approval of Ordinance O2013-50.

Work Session (Report Only) **DATE OF MEETING:** 11/11/13 First Reading
11/25/13 Adoption

Regular Meeting Special Meeting

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

BUDGET IMPACT: _____

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

HISTORY/FACTS/ISSUES:

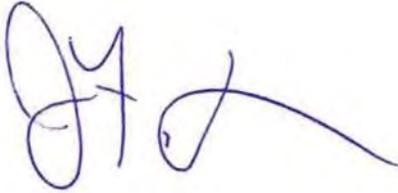
The applicant, Piedmont Companies, Inc., seeks approval for a Small Scale Future Land Use Map Amendment to the adopted Comprehensive Plan. On November 5, 2013 the case was heard before the Planning and Zoning Board/Special Magistrate acting as the Local Planning Agency in which the Special Magistrate recommended approval of Ordinance O2013-50. **Staff also recommends approval of Ordinance 02013-50 (attached).**

The 0.25 +/- acre subject parcel is intended to be utilized in conjunction with surrounding parcels that already have a "Commercial" future land use for a retail development. The amendment reassigns the property from Sumter County "Rural Residential" to City "Commercial." Subject to approval of this small-scale land use change approval, the applicant has submitted a rezoning application for consideration.

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

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

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

A handwritten signature in blue ink, appearing to read 'JM', with a long horizontal flourish extending to the right.

Jason McHugh
Development Services Coordinator

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

The case below was heard on Tuesday, November 5th, 2013 by the Special Magistrate. The applicant seeks a small scale comprehensive plan amendment from County Rural Residential to City Commercial on 0.25 +/- acres. The site is generally located to the northwest of the intersection of C-466 and C-105.

Case: CP 1309-01

Parcel: D17=007

Owner: Toni and Ted F. Lovett

Applicant: Piedmont Companies, Inc.

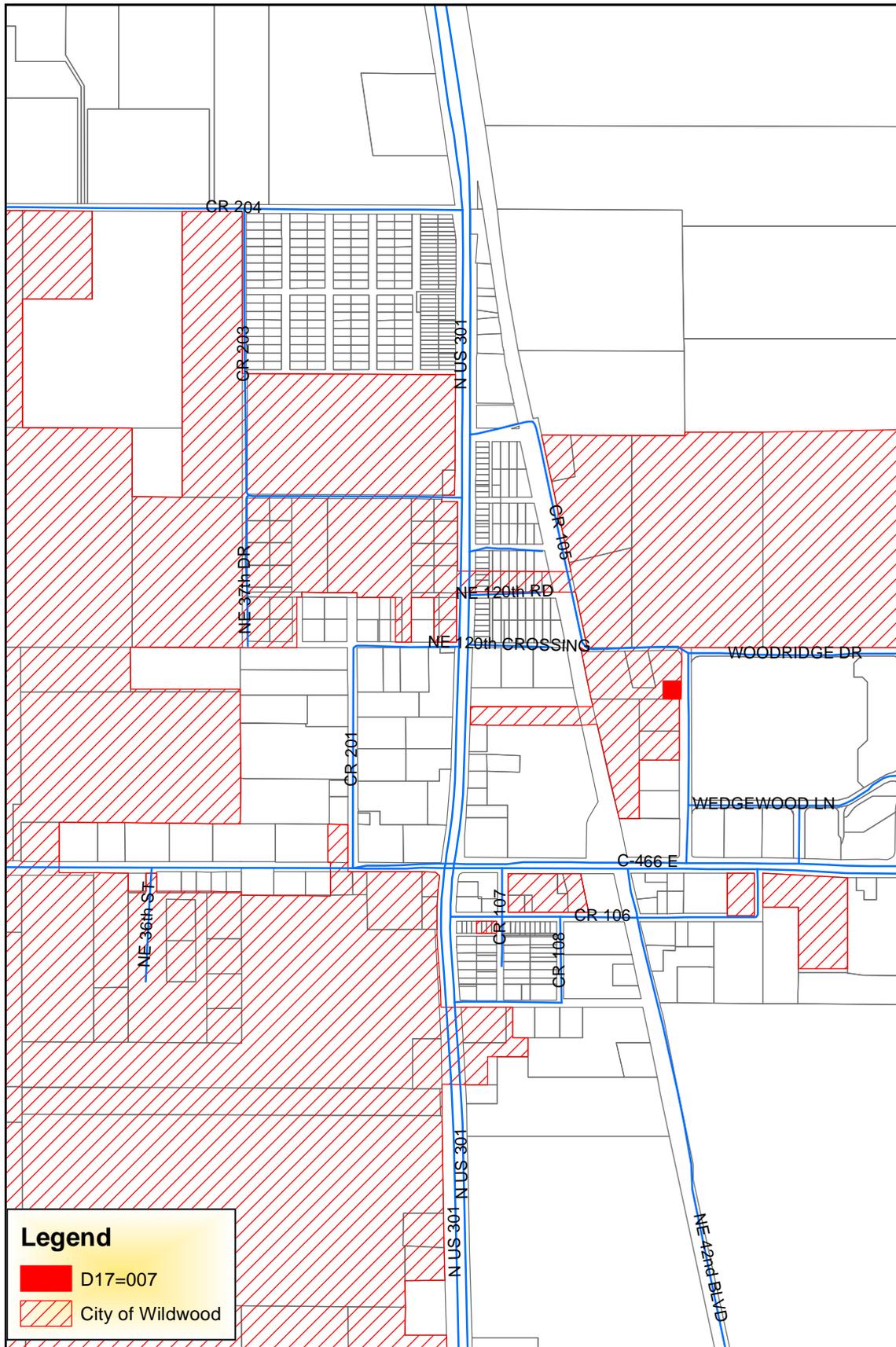
Under subsection 1.7(C) of the Land Development Regulations (LDRs), the Planning and Zoning Board/Special Magistrate as Local Planning Agency has a duty to make a recommendation to the City Commission on all proposed comprehensive plan amendments in accordance with the procedure outlined in subsection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

Based upon the testimony and information presented, the Special Magistrate recommends approval of the small scale land use map amendment and favorable recommendation of Ordinance O2013-50 to the City Commission.

Dated: November ____, 2013

/Proposed/

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



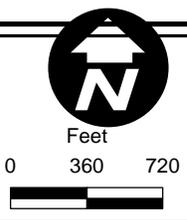
Legend

- D17=007
- City of Wildwood

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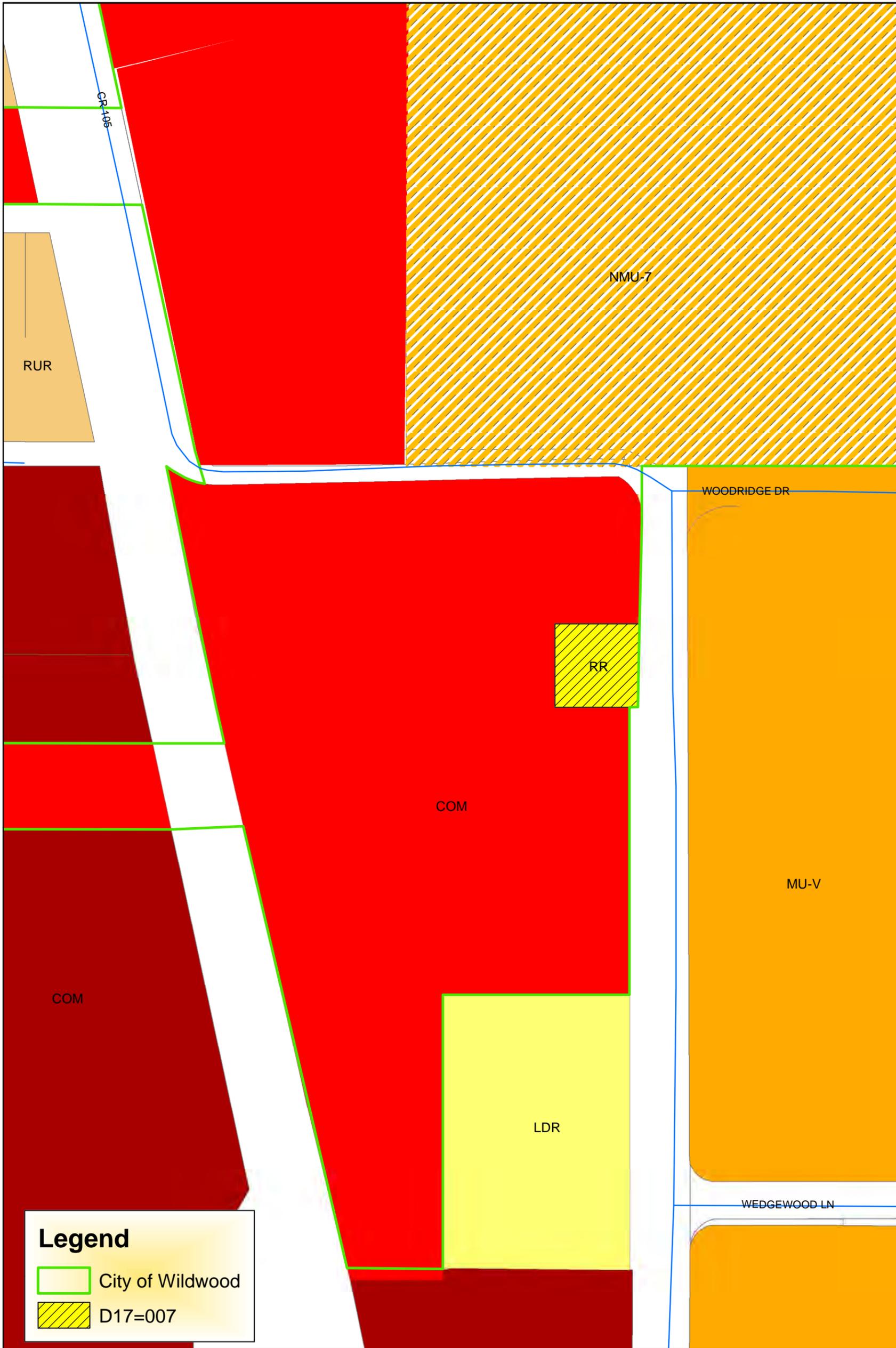


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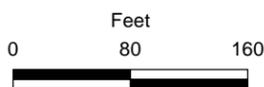


D17=007	
WILDWOOD, FLORIDA	
OCTOBER 2013	LOCATION MAP

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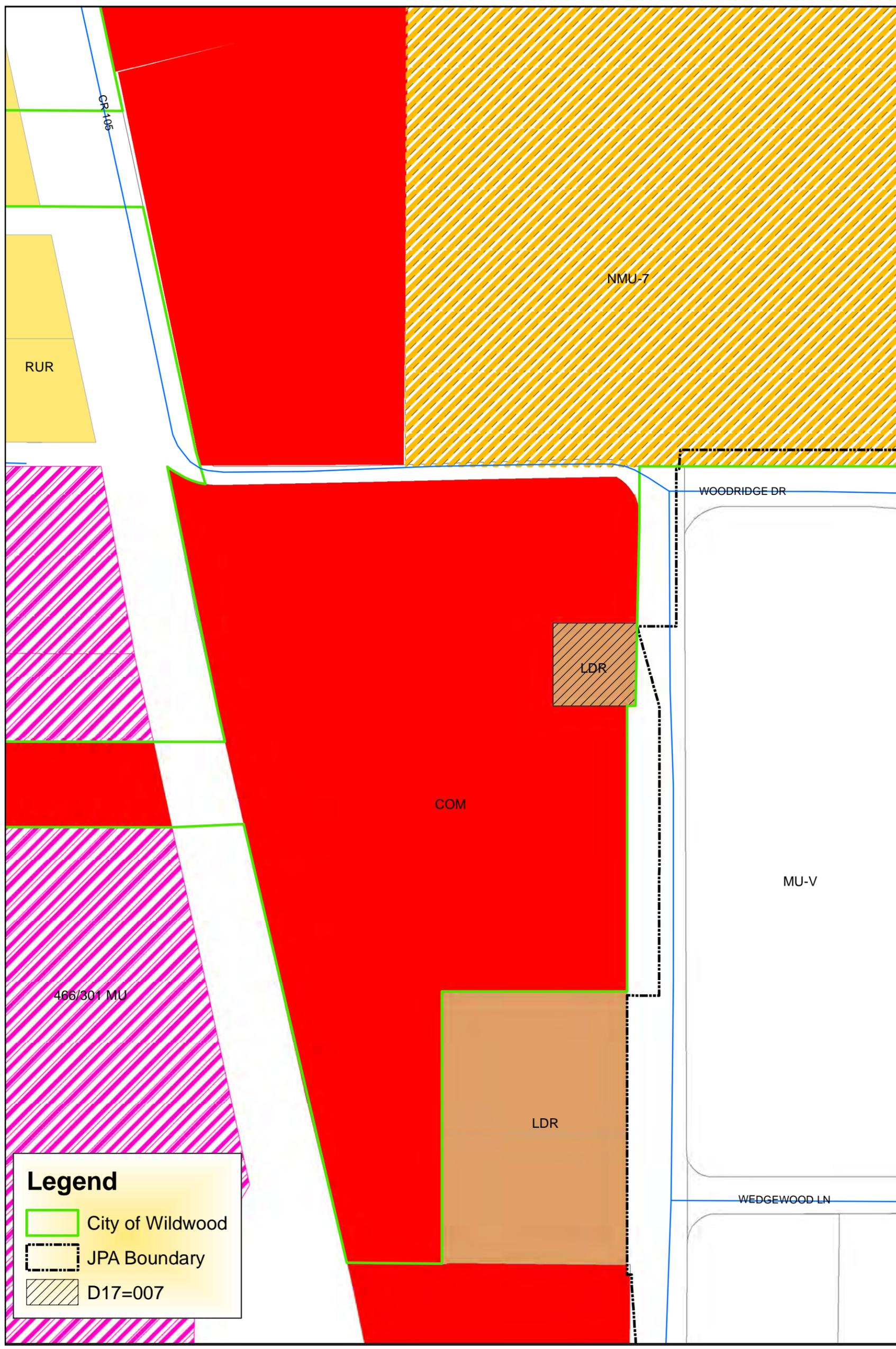
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WILDWOOD, FLORIDA

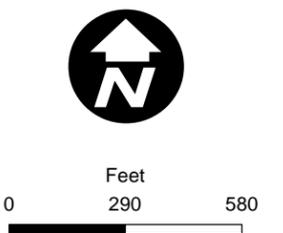
OCTOBER 2013

EXISTING FUTURE LAND USE

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D17=007	
WILDWOOD, FLORIDA	
OCTOBER 2013	JPA/FUTURE LAND USE

ORDINANCE NO. O2013-50

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

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

Parcel D17=007
Piedmont Properties
.3acres +/-

LEGAL DESCRIPTION:

Begin 103 yards South of Northeast corner of Northwest ¼ of Northwest ¼ 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 ¼ of the Northwest ¼ 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.

This property is to be reclassified from Sumter County comprehensive plan designation "Rural Residential" to City comprehensive plan designation "Commercial."

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

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

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

SECTION 3. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a Court or competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of said Ordinance.

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

DONE AND ORDAINED this _____ day of _____, 2013, by the City Commission of the City of Wildwood, Florida.

CITY 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:

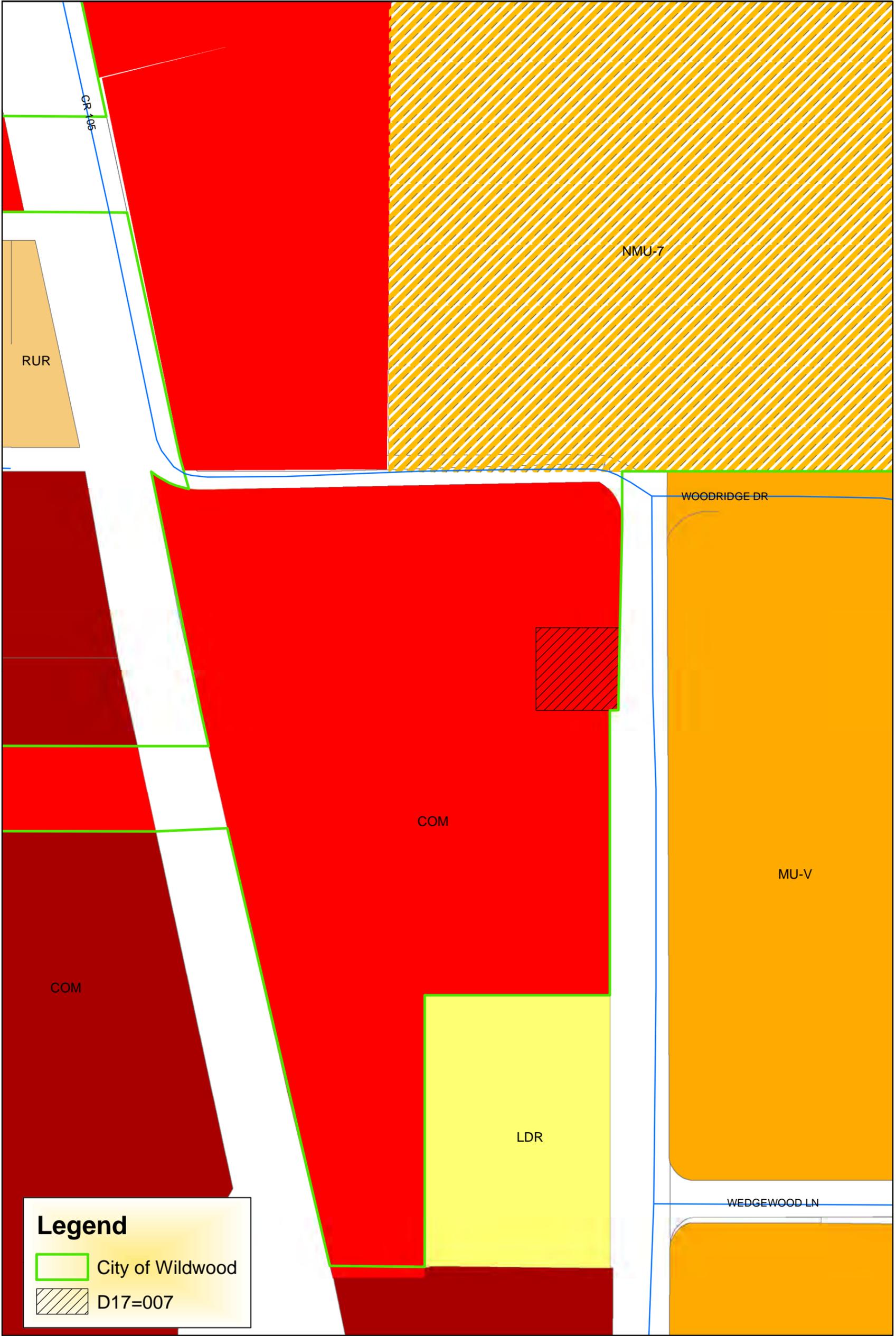
Ashley Hunt, City Attorney

Ordinance O2013-50

“Exhibit A”

D17=007 (Piedmont Properties)

Proposed Future Land Use Map Designation



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Legend

-  City of Wildwood
-  D17=007



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



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D17=007	
WILDWOOD, FLORIDA	
OCTOBER 2013	PROPOSED FUTURE LAND USE

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Piedmont Companies Inc. Rezoning – RZ 1309-01

Approval of Ordinance O2013-51.

REQUESTED ACTION:

<input type="checkbox"/> Work Session (Report Only)	DATE OF MEETING:	<u>11/11/13 First Reading</u> <u>11/25/13 Adoption</u>
<input checked="" type="checkbox"/> Regular Meeting	<input type="checkbox"/> Special Meeting	

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

BUDGET IMPACT: _____

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

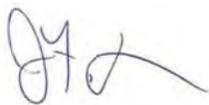
HISTORY/FACTS/ISSUES:

The applicant, Piedmont Companies, Inc., seeks approval from the City Commission for a rezoning from Sumter County "RR: Rural Residential" to City of Wildwood "C-3: General Commercial – Highway."

The 0.25 +/- acre subject property is located to the northwest of the intersection of C-466 and C-105. The property is subject to a concurrent Small Scale Comprehensive Plan amendment to change the Future Land Use Map designation to City "Commercial". The requested zoning of "C-3: General Commercial – Highway" would bring the property into compliance with the proposed Future Land Use Map designation.

Staff recommends approval of Ordinance O2013-51 subject to approval of Ordinance O2013-50, which establishes a future land use appropriate to the proposed zoning.

Case RZ 1309-01 was considered by the Planning & Zoning Board/Special Magistrate on Tuesday, November 5th, 2013. The Planning & Zoning Board/Special Magistrate gave a favorable recommendation of the rezoning to the City Commission pending the approval of the annexation.



Jason McHugh
Development Services Coordinator

City of Wildwood
Planning & Zoning Board/Special Magistrate

The case below was heard on Tuesday, November 5th, 2013 by the Special Magistrate. The applicant seeks approval and favorable recommendation from the City of Wildwood Planning and Zoning Board/Special Magistrate for a Zoning Map Amendment from County "RR: Rural Residential" to City "C-3: General Commercial - Highway." The property is generally located to the northwest of the intersection of C-466 and C-105.

Case: RZ 1309-01

Parcels: D17=007

Owner: Toni and Ted F. Lovett

Applicants: Piedmont Properties, Inc.

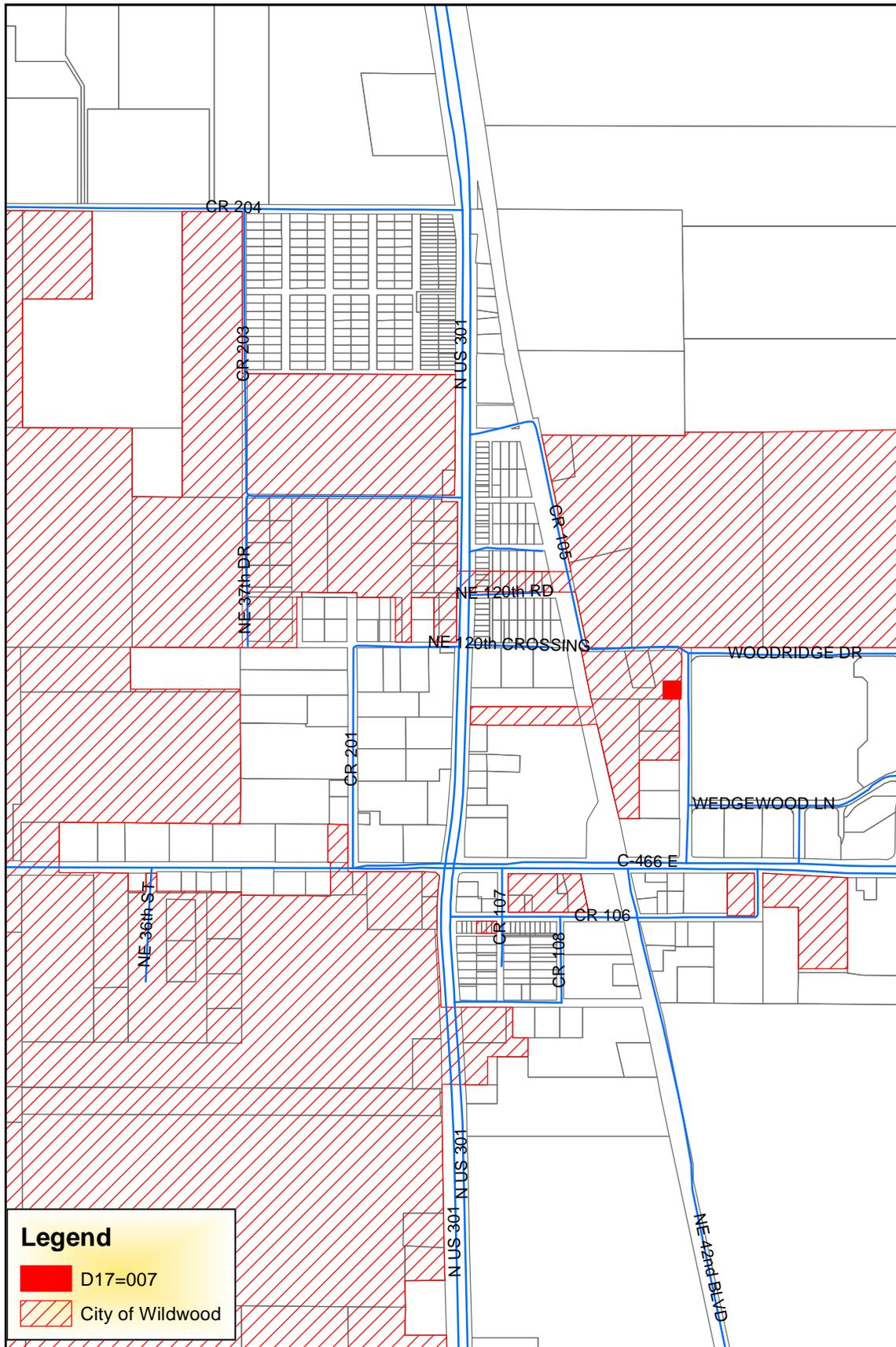
Under subsections 1.7(B)(2) and 3.3(B)(3) of the Land Development Regulations (LDRs), the Planning and Zoning Board/Special Magistrate has a duty to make a recommendation to the City Commission on all proposed zoning amendments in accordance with the procedure outlined in subsection 1.14 (B)(3) and the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

Based upon the testimony and information presented, the Special Magistrate recommends approval of the Zoning Map Amendment and favorable recommendation of Ordinance O2013-51 to the City Commission.

Dated: November ____, 2013

/Proposed/

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



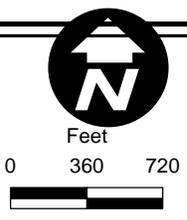
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- D17=007
- City of Wildwood

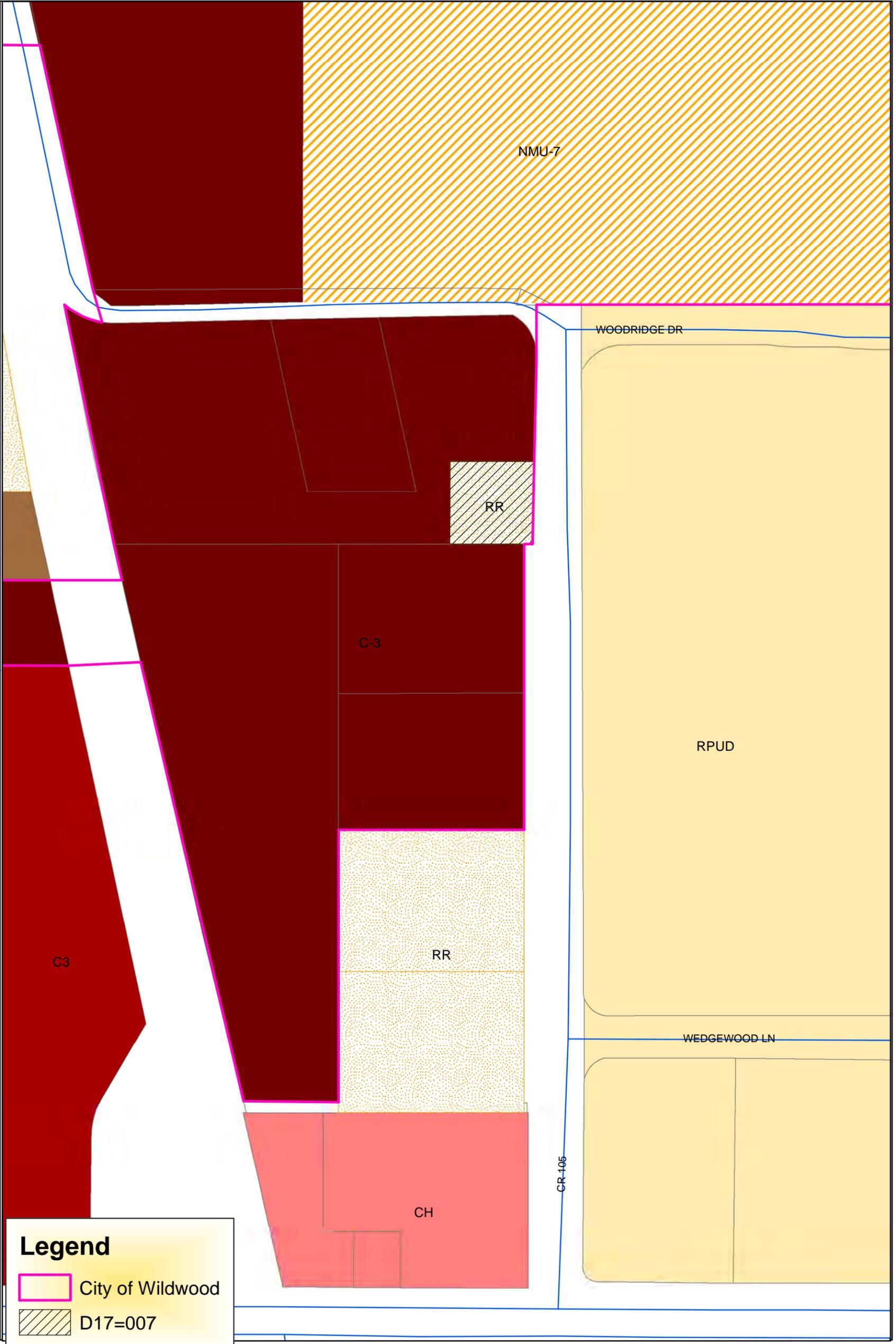
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D17=007	
WILDWOOD, FLORIDA	
OCTOBER 2013	LOCATION MAP



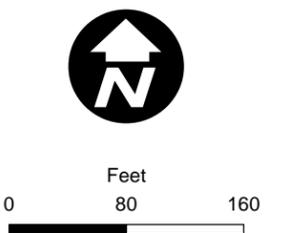
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Legend

- City of Wildwood
- D17=007



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D17=007	
WILDWOOD, FLORIDA	
OCTOBER 2013	EXISTING ZONING

ORDINANCE NO. O2013-51

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

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

Parcel D17=007
Piedmont Properties
.3 acres +/-

LEGAL DESCRIPTION:

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.

This property is to be reclassified from Sumter County "RR: Rural Residential" to City of Wildwood "C-3: General Commercial-Highway."

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

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

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

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

SECTION 3. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a Court or competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of said Ordinance.

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

DONE AND ORDAINED this _____ day of _____, 2013, by the City Commission of the City of Wildwood, Florida.

CITY 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:

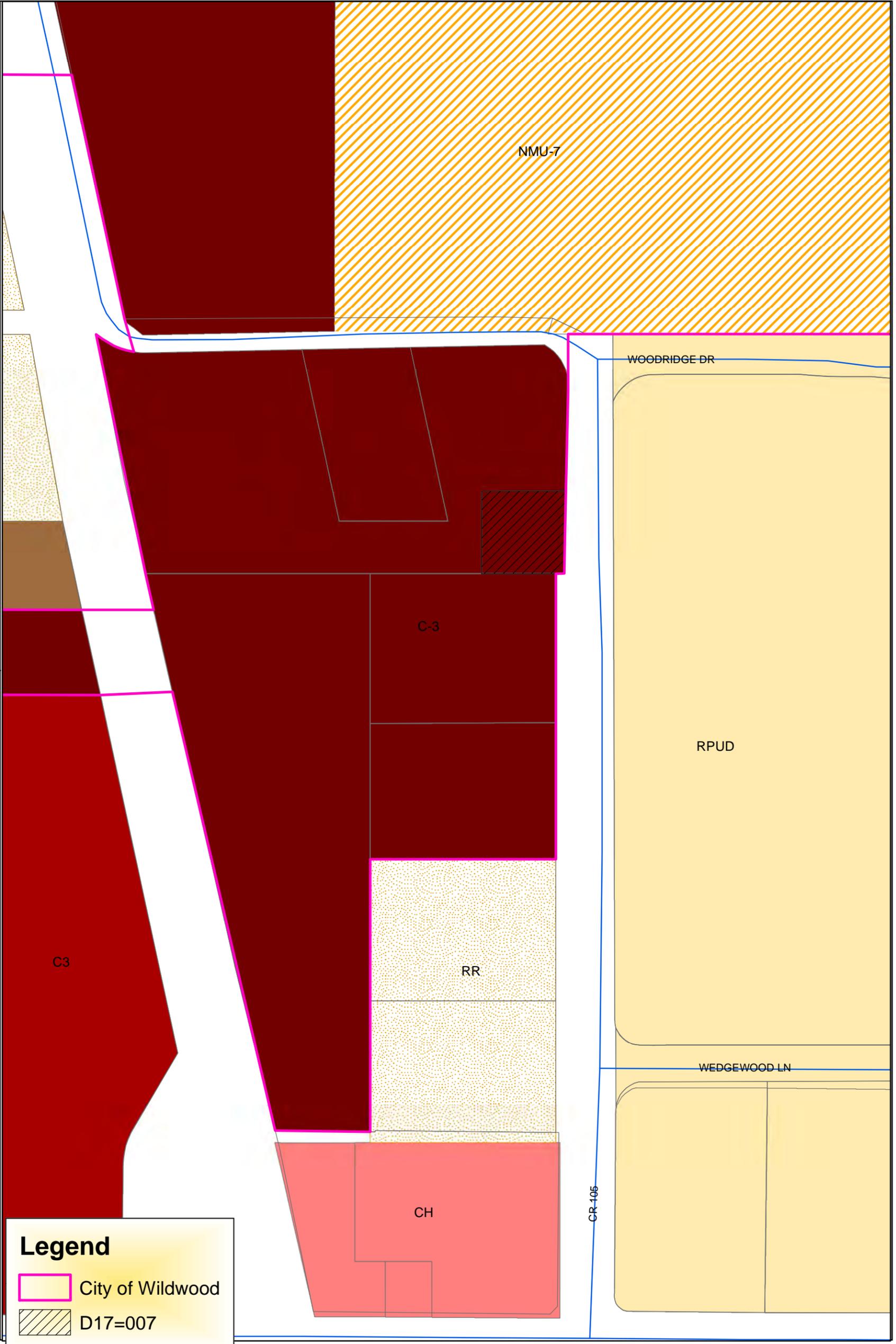
Ashley Hunt, City Attorney

Ordinance O2013-51

“Exhibit A”

D17=007 (Piedmont Properties)

Proposed Zoning Map Designation



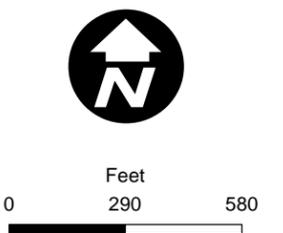
Legend

- City of Wildwood
- D17=007

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D17=007	
WILDWOOD, FLORIDA	
OCTOBER 2013	PROPOSED ZONING

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Ordinance O2013-52: Parking of Semi-Trucks and Trailers Including Donation Trailers

REQUESTED ACTION: Approval of Ordinance O2013-52

<input type="checkbox"/> Work Session (Report Only)	DATE OF MEETING:	First Reading: 11/11/13
<input checked="" type="checkbox"/> Regular Meeting	<input type="checkbox"/> Special Meeting	Adoption: 11/25/13

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

BUDGET IMPACT: _____

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

HISTORY/FACTS/ISSUES:

As directed by the Commission, Staff has updated Section 12-96 of the City of Wildwood Code of Ordinances pertaining the parking of semi-trucks and semi-trailers. The ordinance repeals Section 12-96 of the Wildwood Code and creates Section 3.22 of the Zoning Chapter of the Land Development Regulations.

Highlights of the Ordinance are the following:

- Defines “donation trailer” as a semi-trailer owned and operated by a registered non-profit organization that are intended for the collection of donated goods;
- Allowance of semi-truck and semi-trailer parking within the Industrial (M-1 and M-2) and Public, Educational, Utilities (PEU) zoning districts;
- Allowance of semi-truck parking within Agricultural (AG-5 and AG-10) and General Commercial – Highway (C-3) zoning district if a Special Exception has been granted;
 - Must be a donation trailer;
 - Property cannot abut a residential or institutional property;
 - Minimum parking requirements maintained
 - Area must be paved;
 - Trailer must be buffered and screened; and
 - Applicant must demonstrate the parking will not create a nuisance.
- Requires a permit be sought for the parking of donation trailers; and
- Maintains many of the existing prohibitions and enforcement standards that currently exist.

Staff has consulted with the representative from Goodwill Industries-Suncoast, Inc on the proposed regulations. Goodwill is in agreement with the proposed Ordinance.

Staff recommends approval of Ordinance O2013-52.

A handwritten signature in blue ink, appearing to read 'JM', with a long horizontal flourish extending to the right.

Jason McHugh
Development Services Coordinator

ORDINANCE NO. O2013-52

AN ORDINANCE OF THE CITY OF WILDWOOD FLORIDA;
DELETING SECTION 12-96 OF THE CITY OF WILDWOOD
CODE OF ORDINANCES AND CREATING SECTION 3.22
OF THE CITY OF WILDWOOD LAND DEVELOPMENT
REGULATIONS; PERTAINING TO PARKING OF SEMI-
TRUCKS AND SEMI-TRAILERS ON REAL PROPERTY;
PROVIDING FOR CODIFICATION; PROVIDING FOR
CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 12-96 of the City of Wildwood Code of Ordinance pertains to the parking of semi-trucks and semi-trailers;

WHEREAS, the City wishes to update the regulations and to include provisions for the placement of donation trailers; and

WHEREAS, the City wishes to place these regulations in the Zoning Chapter of the Land Development Regulations through the creation of Section 3.22 "Parking of Semi-Trucks and Semi-Trailers;"

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

SECTION 1. Section 12-96 of the City of Wildwood Code of Ordinances is hereby stricken in its entirety.

SECTION 2. Section 3.22 of the Zoning Chapter of the City of Wildwood Land Development Regulations is hereby created to include the following:

3.22 - Parking of semi-trucks and semi-trailers.

(A) *Purpose.* The purpose of this Section is to regulate the parking of semi-trucks and semi-trailers anywhere within the City limits, including any parking upon streets, rights-of-way, public property, and private property.

(B) *Definitions.* The following terms shall be defined for purposes of this Section as follows:

(1) *Donation trailers* shall mean semi-trailers that are owned and operated by registered non-profit organizations and are intended for the collection of donated goods.

(2) *Property owner* shall mean the owner of real property.

(3) *Semi-trailer* shall mean a trailer without motor power with a set or sets of wheels and/or axles at the rear only, designed to be supported by a truck, tractor, or towing vehicle.

(4) *Semi-truck* shall mean any heavy automotive vehicle with a manufacturer's gross vehicle weight rating of 10,000 pounds or more, used for transporting loads of any kind, including, but not limited to, gravel trucks, dump trucks, log trucks, all trucks, tractors, or automotive towing vehicles that tow semi-trailers.

(5) *Semi-truck owner* shall mean the person who is the owner of a semi-truck and/or semi-trailer.

(C) *Parking of semi-trucks and semi-trailers on private property.* Parking of semi-trucks and semi-trailers on private property is prohibited in the City unless the property is located within the PEU, M-1, or M-2 zoning district, or a Special Exception has been granted allowing such parking in accordance with this Section.

(D) *Parking of semi-trucks and semi-trailers upon public streets, rights-of-way, and other public property.*

(1) Semi trucks shall not be parked upon public streets, rights-of-way, or any other publicly owned property in the City, except for purposes of pick-up or delivery, unless the property is located within the PEU, M-1, or M-2 zoning district.

(2) Semi-trucks or semi-trailers may be parked for up to 30 minutes for pick-up or delivery in all circumstances except where the pick-up or delivery involves complete relocation of the contents of a building such as when a person, family, or entity is relocating to a new home or office.

(3) When a person is relocating the contents of a building, pick-up or delivery by a semi-truck may continue for up to twenty four (24) hours.

(4) Semi-trailers not connected to semi-trucks shall not be parked on public streets, rights-of-way, or other publicly-owned property for any purpose within the City unless the property is zoned PEU, M-1, or M-2 or a Special Exception has been granted.

(5) The parking or placement of donation trailers is prohibited on public streets or any other public property.

(6) Enforcement against semi-truck drivers and semi-truck owners shall be in accordance with subsection (H) of this Section.

(E) *Requirements for Special Exception Approval for Parking of Semi-Trailers.*

(1) The parking of semi-trailers may be allowed on properties zoned AG-10, AG-5, or C-3 if the Planning and Zoning Board grants a Special Exception.

(2) The Development Service Department shall require that the application for a Special Exception to allow the parking of semi-trailers provide information concerning the number of trailers expected, the length of time the trailers will be expected to remain on the property, the hours at which the trailer may be taken to and from the property, and such other information deemed appropriate by the Development Services Department.

(3) Review for determination of whether or not a Special Exception should be granted shall include review by the Development Services Department. In order to

be qualified to be granted a Special Exception, the following requirements must be met:

- (a) The semi-trailer must be a donation trailer;
- (b) The property shall not be adjacent to a residential or institutional property;
- (c) Minimum parking standards shall be maintained;
- (d) The area where semi-trailer parking is to occur must be paved;
- (e) The area where the semi parking is to occur must be buffered through a combination of the use of landscaping, screening, and fencing as required by the City; and
- (f) The applicant can demonstrate that the semi-trailer parking will not create a nuisance or otherwise be a threat the public's health, safety, and welfare.

(F) *Permit Required for Donation Trailers.*

- (1) Any person or entity wishing to place a donation trailer on private property must obtain a permit from the Development Services Department.
- (2) Only entities or organizations that have a tax-exempt status under Section 501(c)(3) of the Internal Revenue Code, as amended, may apply for and obtain a permit. Proof of such tax status must accompany an application for a permit.
- (3) A donation trailer that is subject to the provisions of this Section must have clearly identified, in writing, on its face the entity or organization that is maintaining the donation trailer. A phone number and address for such entity must also be written on the donation trailer.
- (4) The donation trailer shall be located in an area on the property that will not impede traffic circulation, loading areas, or occupy parking spaces necessary to meet the minimum parking standards on the subject property.
- (5) The donation trailer must be ancillary to the principal use of the property. The application for the permit must be signed by the property owner.

(G) *Enforcement procedures against property owners.*

- (1) Violation of this Section by property owners shall be as in any Code Enforcement action. All provisions in the City's ordinances and statutes related to Code Enforcement shall apply. Fines shall be determined in the same manner as in any Code Enforcement action.
- (2) In any Code Enforcement action brought against a property owner who has had in place and in use in a semi-truck trailer on property owned prior to November 25, 2013, and used as part of a business, a period of six (6) months from the date of the notice of violation shall be provided for the removal of such semi-truck trailer.
- (3) One extension of no more than 90 days shall be allowed upon a written request being submitted to the Development Services Department.

(H) *Enforcement procedures against semi-truck and semi-trailer owners and drivers.*

- (1) Failure to park semi-trucks or semi-trailers in compliance with this Section may result in enforcement against either or both the semi-truck or semi-trailer owner and driver.

(2) Enforcement shall be by any City Code Enforcement Officer or City Police Officer.

(3) A police officer may take up, or cause to be taken up or removed to a place designated, any semi-truck or semi-trailer parked in violation of any of the provisions of the parking ordinances of the City, including this section, and is authorized and empowered to keep same in such place so designated until all fines and charges assessed for moving and storage against the owner and the semi-truck or semi-trailer have been paid or satisfactory bond arranged. If a police officer is required, in order to enforce the ordinances of the City to impound an illegally parked semi-truck or semi-trailer, all costs of impoundment shall be paid by the semi-truck owner and/or semi-truck driver before the vehicle is released to any person.

(4) Any person, firm, or corporation violating any provision of this Section shall be fined according to a schedule set by separate resolution.

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

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

SECTION 5. This Ordinance shall 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: Wildwood Sumter Holdings Planned Development Amendment, RZ 1310-01

REQUESTED ACTION: Approval of Ordinance O2013-53.

Work Session (Report Only) **DATE OF MEETING:** 11/11/13 First Reading
11/25/13 Adoption

Regular Meeting Special Meeting

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

BUDGET IMPACT: _____

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

HISTORY/FACTS/ISSUES:

The applicant seeks approval for a Planned Development amendment to Ordinance O2010-12 regarding the 27 acre Wildwood Holdings/Triumph South development on CR 462. The City Commission approved Ordinance O2010-12 on August 9, 2010.

The project is entitled to build 113 residential dwelling units, and no additional entitlements are being sought. The applicant is modifying the project to eliminate the requirement of constructing single-family attached or multi-family housing. The project is intended to be solely traditional single-family detached housing. The applicant has also reduced the sidewalks to one side of the street only.

Pursuant to Section 8.6 of the Land Development Regulations, Ordinance O2013-53 repeals Ordinance O2010-12 and adopts the Wildwood Sumter Holdings 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 November 5th meeting of the Planning and Zoning Board, the Special Magistrate recommended approval of the Ordinance.

Staff recommends approval of Ordinance #02013-53.



Jason McHugh
Development Services Coordinator

City of Wildwood
Planning & Zoning Board/Special Magistrate

The case below was heard on Tuesday, November 5th, 2013 by the Special Magistrate. The applicant seeks approval and favorable recommendation from the City of Wildwood Planning and Zoning Board/Special Magistrate for a Planned Development modification revising certain Development Standards. The property is generally located to the southwest of the C-462 curve. The Engineer of Record is W. Lee Clymer, P.E. with Farner, Barley, and Associates, Inc. of Wildwood, Florida.

Case: RZ 1310-01

Parcels: D32=040, D32=136, and D32=140

Owner: Wildwood Sumter Holdings, Inc.

Applicants: SAME

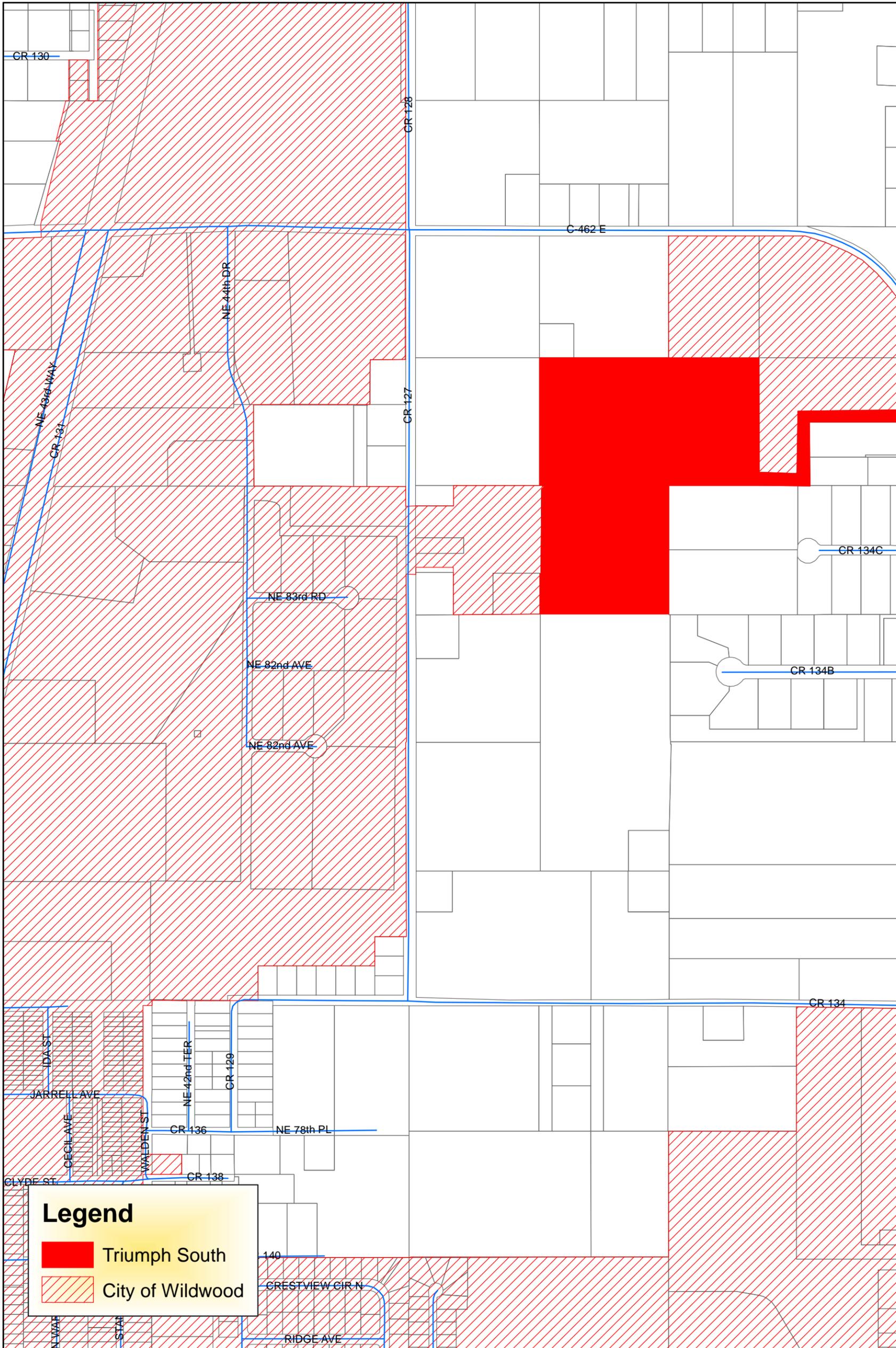
Under subsections 1.7(B)(2) and 3.3(B)(3) of the Land Development Regulations (LDRs), the Planning and Zoning Board/Special Magistrate has a duty to make a recommendation to the City Commission on all proposed zoning amendments in accordance with the procedure outlined in subsection 1.14 (B)(3) and the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

Based upon the testimony and information presented, the Special Magistrate recommends approval of the Planned Development modification and favorable recommendation of Ordinance O2013-53 to the City Commission.

Dated: November ____, 2013

/Proposed/

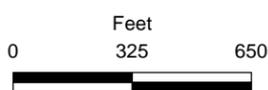
Archie O. Lowry, Jr.
Special Magistrate City of Wildwood



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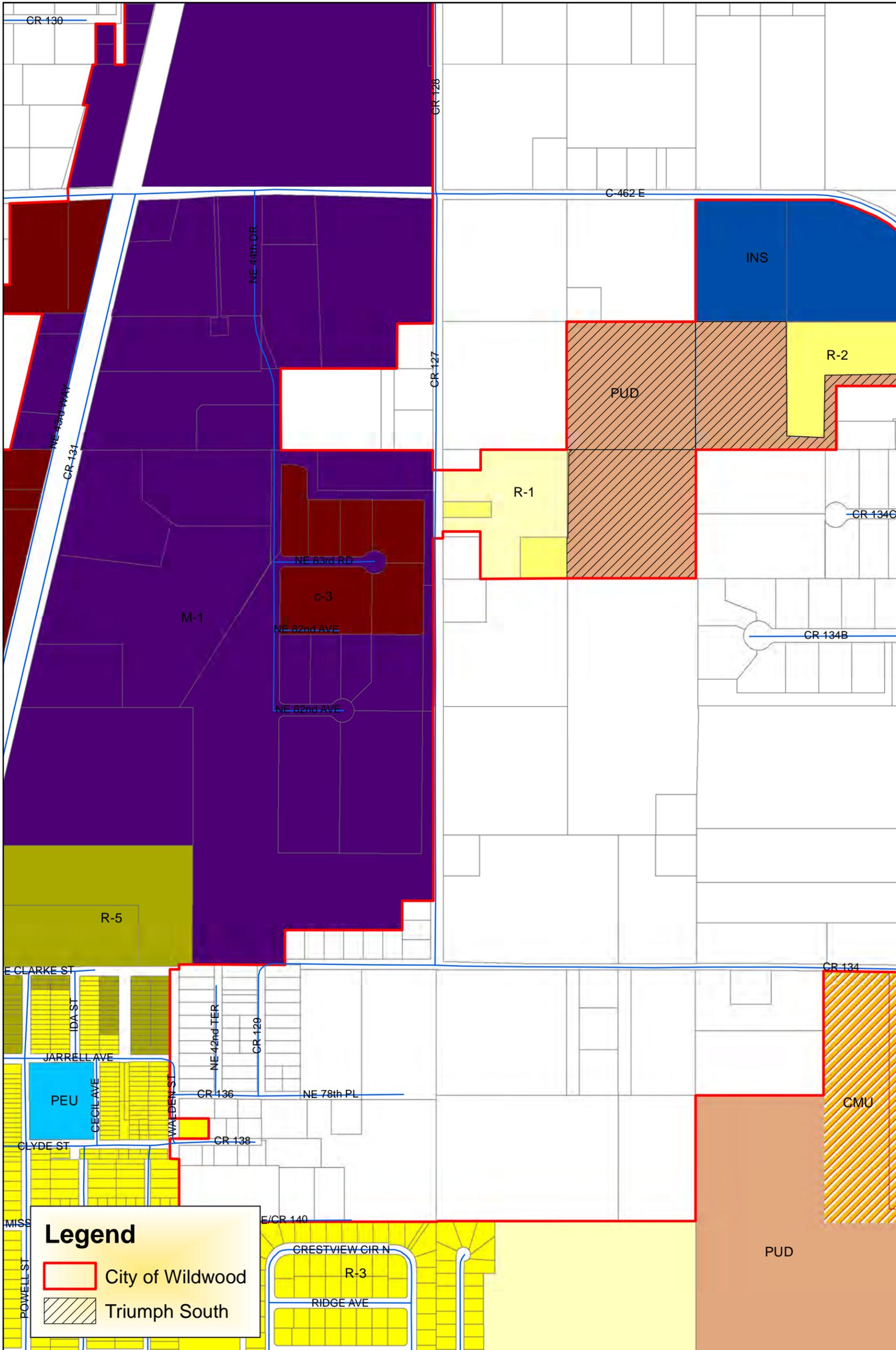


**Triumph South
 PD Modification**

WILDWOOD, FLORIDA

OCTOBER 2013

LOCATION MAP



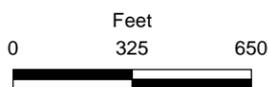
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-  City of Wildwood
-  Triumph South

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City of Wildwood
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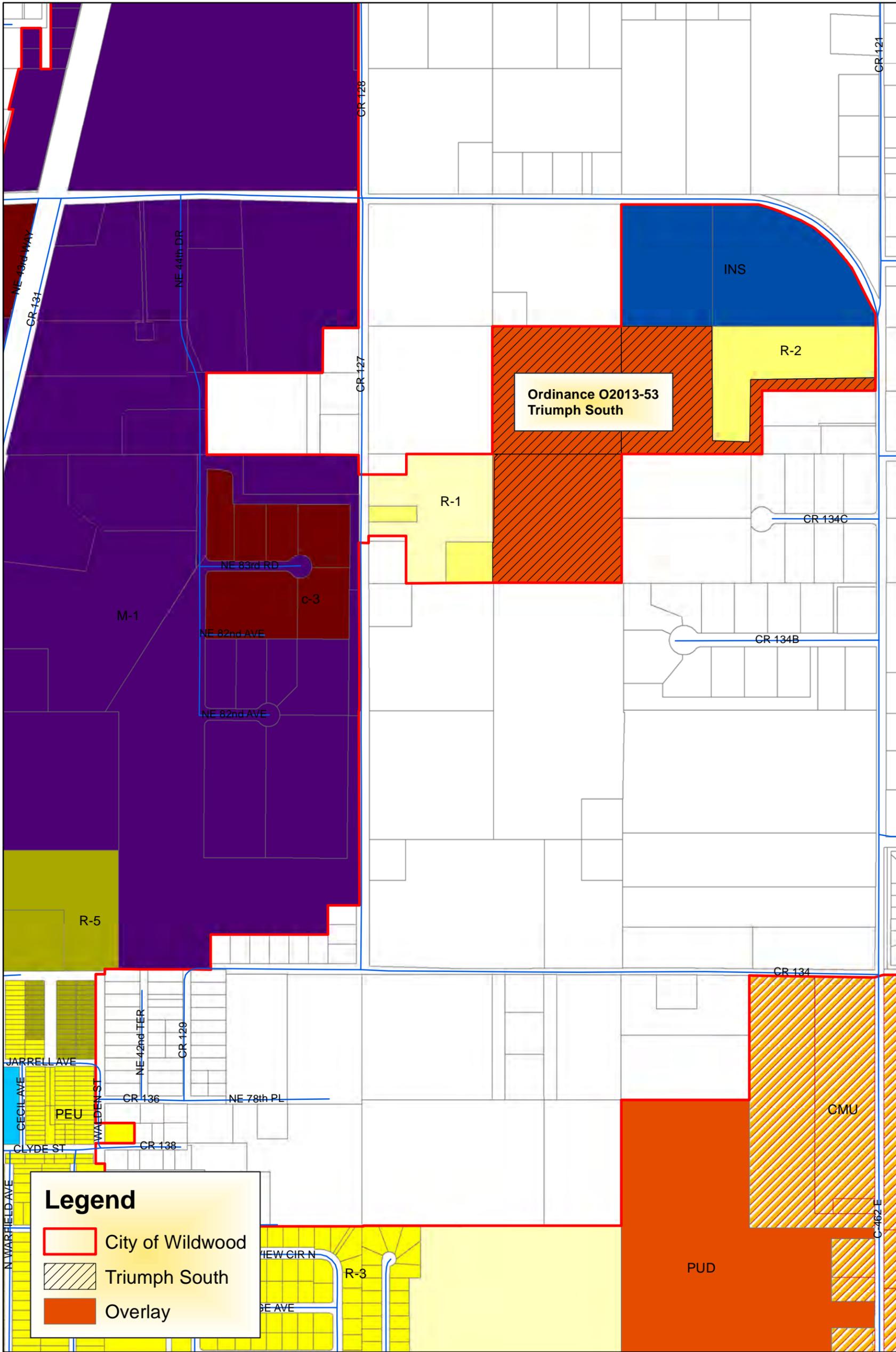


**Triumph South
PD Modification**

WILDWOOD, FLORIDA

OCTOBER 2013

EXISTING ZONING



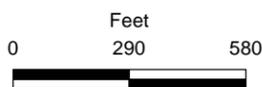
Legend

- City of Wildwood
- Triumph South
- Overlay

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**Triumph South
PD Modification**

WILDWOOD, FLORIDA

OCTOBER 2013

OVERLAY ZONING

ORDINANCE NO. O2013-53

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. REPEALING ORDINANCE O2010-12; FOR CERTAIN PROPERTY WITHIN THE CITY OF WILDWOOD, FLORIDA; OWNED BY WILDWOOD SUMTER HOLDINGS, LLC; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

The application filed by Wildwood Sumter Holdings, LLC, (hereinafter referred as the, "Developer") for a Residential 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 November 5, 2013 and otherwise being fully advised, the City Commission does hereby find and determine as follows:

SECTION 1: GENERAL FINDINGS

- A. That the Triumph South Planned Development Application (hereinafter referred to as the "Project") was duly and properly filed by the Developer herein on September 26, 2013.
- B. That all fees required to be borne and paid by the Developer have been paid in accordance with the City of Wildwood Fee Schedule.
- C. That the 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 proposes to develop a Project consisting of 27 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 approved Planned Unit Development granted by the City Commission through the adoption of Ordinance O2010-12 on August 9, 2010.
- B. That the Applicant has applied for a Residential Planned Development (RPD) 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 O2010-12) 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.
- 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 October 24, 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 is a residential development. The Project may contain single family detached or single family attached dwellings. The Project shall not exceed 113 dwelling units.
- 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. R-2 Zoning District. Unless otherwise stated, the Project shall adhere to the zoning regulations within the R-2 zoning district. The Project shall have the following minimum setbacks:
- 1) Front: 25 feet
 - 2) Side: 5 feet
 - 3) Rear: 10 feet
- F. Design District Standards. Unless otherwise stated, the Project is required to meet applicable sections of the Design District Standards (Residential).
- G. Recreation and Open Space.
- 1) Parks and Recreation. The Project shall contain at least one park area. The park area shall contain a minimum of two (2) recreational amenities as required in the City’s Design District Standards. The

amenities shall be determined during the Improvement Plans stage of the subdivision process.

- 2) Buffers. The Project shall contain a 15' wide landscape buffer along the perimeter of the Project. The plant material within the landscape buffer shall be in accordance with the City's Design District Standards. The landscape buffers may be constructed as each home site develops and the maintenance of the buffer may be the responsibility of the homeowner.
- 3) Open Space. The Project shall contain a minimum of 4 acres (15% of the gross Project acreage) of open space. Open space shall be calculated in accordance with the City's Design District Standards.

H. Public Facilities.

- 1) Potable Water, Wastewater, and Reuse Water. The Project shall be connected to the City's potable water and sanitary sewer system prior to any certificates of occupancy being issued. The Project will connect to the City's reuse water system upon availability. Expansion of these systems and the reservation and payment of capacities has been negotiated by a separate Developer's Agreement.
- 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.
- 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.

I. Access and Transportation.

- 1) Access. There shall be one (1) ingress and egress access point at CR 462 for the Project as shown on the Conceptual Development Plan. A driveway permit from Sumter County is required prior to approval of the Project's Improvement Plans.
- 2) Sidewalks. At a minimum, sidewalks shall be constructed along one side of all roadways within the Project.
- 3) Turn lane. The planned improvements to CR 462 include a northbound left turn lane at the Project's driveway. The CR 462 improvements are funded for construction in FY 2013-2014 by Sumter County. However, should the Project construct 73 homes prior the CR 462 project commencing, the Developer will be

required to construct the northbound left turn lane prior to construction of the 74th home.

- J. Gopher Tortoise Mitigation. Prior to any construction, the Developer shall obtain the necessary permit(s) from the Florida Fish and Wildlife Conservation Committee for mitigation of gopher tortoises. If a relocation permit is not sought, the Project shall provide mitigation in accordance with applicable rules and regulations.
- K. 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.
- L. Enforcement of Rules and Regulations. For the maintenance of the common areas referenced in Section 3(K) 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.
- M. 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.
- N. Expiration of Planned Development Agreement. Actual construction must begin within the Project within 24 months of the final adoption of the Planned Development Agreement. If no construction has started on the approved Planned Development within 24 months, the Planned Development shall lapse and be of no further effect. The City Commission may extend the Planned Development for periods of up to twelve (12) months. However, the City Commission shall not allow extensions beyond 24 months after the effective date of this Ordinance.

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 O2013-53

“Exhibit A”

Wildwood Sumter Holdings, LLC

Legal Description

PARCEL 1:

SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA

PARCEL 2:

THE WEST 463.40 FEET OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS MORE PARTICULARLY DESCRIBED AS:

A PARCEL OF LAND LYING IN THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 32; THENCE S89°41'51"E ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 32, A DISTANCE OF 463.40 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE N00°31'08"E ALONG A LINE PARALLEL WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 32, A DISTANCE OF 60.00 FEET; THENCE S89°41'51"E, A DISTANCE OF 199.18 FEET; THENCE N00°31'56"E, A DISTANCE OF 330.00 FEET; THENCE S89°41'51"E, A DISTANCE OF 660.00 FEET TO THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 32; THENCE S00°31'56"W ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 32, A DISTANCE OF 60.00 FEET; THENCE DEPARTING SAID EAST LINE, N89°41'51"W, A DISTANCE OF 600.00 FEET; THENCE S00°31'56"W, A DISTANCE OF 330.00 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 32; THENCE N89°41'51"W ALONG SAID SOUTH LINE, A DISTANCE OF 259.17 FEET TO THE POINT OF BEGINNING. LESS RIGHT OF WAY FOR COUNTY ROAD 462.

PARCEL 3:

THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS AND EXCEPT:

BEGIN AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 THENCE RUN SOUTH 16.00

FEET, NORTHEASTERLY TO A POINT 16.00 FEET EAST OF THE POINT OF BEGINNING; THENCE RUN WEST 16.00 FEET TO THE POINT OF BEGINNING, ALL LYING AND BEING IN SECTION 32, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

TOGETHER WITH A PERPETUAL, NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS CREATED BY INSTRUMENT RECORDED NOVEMBER 15, 2005 IN O.R. BOOK 1476, PAGE 374, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, SAID EASEMENT BEING OVER, ACROSS AND UPON THE FOLLOWING DESCRIBED PARCELS:

THE NORTH 16.00 FEET OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; AND THE WEST 50.00 FEET OF THE NORTH 16.00 FEET OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

Ordinance O2013-53

“Exhibit B”

Wildwood Sumter Holdings, LLC

Conceptual Development Plan

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Ordinance O2013-55: Annexation of a portion of Parcel C13=109

Approval of Ordinance O2013-55

REQUESTED ACTION:

<input type="checkbox"/> Work Session (Report Only)	DATE OF MEETING:	<u>11/11/13 First Reading</u>
<input checked="" type="checkbox"/> Regular Meeting	<input type="checkbox"/> Special Meeting	<u>11/25/13 Adoption</u>

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

BUDGET IMPACT: _____

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

HISTORY/FACTS/ISSUES:

The applicant, Joe Nisbett for Acorn Investments, LLC, has submitted a voluntary annexation application for a portion of parcel C13=109. The property to be annexed totals 1.5 +/- acres and is located to the southwest of the intersection of C-466 and C-209.

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 intends to submit 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 O2013-55.



Jason McHugh
Development Services Coordinator



ORDINANCE NO. O2013-55

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROVIDING FOR THE VOLUNTARY ANNEXATION OF CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 1.5 ACRES BEING GENERALLY LOCATED ON THE SOUTH SIDE OF C-466 AND WEST OF C-209; IN SECTION 13, TOWNSHIP 18 SOUTH, RANGE 22 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.

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 south side of C-466 and west of C-209, to be annexed into the City the property is hereby annexed into the City of Wildwood pursuant to Section 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 owned by Acorn Investments, is more particularly described as follows:

Parcel # C13=109
1.5 +/- Acres

LEGAL DESCRIPTION

A PORTION OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 18 SOUTH, RANGE 22 EAST, SUMTER COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 13; THENCE SOUTH 00°00'00" EAST ALONG THE EAST LINE OF SOUTHEAST 1/4 OF NORTHEAST 1/4 OF SAID SECTION 13, A DISTANCE OF 67.05 FEET; THENCE NORTH 90°00'00" WEST 28.70 FEET TO A POINT OF THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD NUMBER 209 AND THE SOUTH RIGHT-OF-WAY OF COUNTY ROAD NUMBER 466; THENCE SOUTH 00°10'23" EAST ALONG AFOREMENTIONED RIGHT-OF-WAY LINE 1538.00 FEET

TO THE POINT OF BEGINNING; THENCE SOUTH 89°52'08" WEST 1306.99 FEET TO THE WEST LINE OF SAID NORTH 1/2 OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4; THENCE ALONG SAID WEST LINE RUN SOUTHERLY 50 FEET, MORE OR LESS, TO THE SOUTH LINE OF SAID NORTH 1/2 OF NORTH 1/2 OF NORTHEAST 1/4 OF SOUTHEAST 1/4; THENCE ALONG SAID SOUTH LINE RUN EASTERLY 1307 FEET, MORE OR LESS, TO THE WEST RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 209; THENCE ALONG SAID RIGHT-OF-WAY LINE RUN NORTHERLY TO THE POINT OF BEGINNING.

CONTAINING 1.50 ACRES MORE OR LESS.

SECTION 2. All of the above described annexed property shall 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 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 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

Exhibit A

Property to be Annexed

A portion of parcel C13=109

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Ordinance O2013-56 Amending the City's Drainage and Stormwater Management Requirements in the Land Development Regulations

REQUESTED ACTION: Approval of Ordinance O2013-56

<input type="checkbox"/> Work Session (Report Only)	DATE OF MEETING:	First Reading: 11/11/13
<input checked="" type="checkbox"/> Regular Meeting	<input type="checkbox"/> Special Meeting	Adoption: 11/25/13

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

BUDGET IMPACT: _____

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

HISTORY/FACTS/ISSUES:

The Florida Department of Environmental Protection and the Southwest Florida Water Management District updated their regulations pertaining to water quality and stormwater management on October 7, 2013.

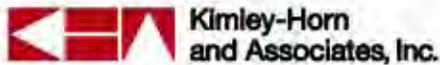
Kimley Horn and Associates has consulted with the Development Services and Public Works departments and has recommended the City modify the drainage and stormwater management regulations contained within the Land Development Regulations to be consistent with the new state regulations.

Ordinance O2013-56 amends Section 6.4 of the Land Development Regulations to reflect the changes as recommended by Kimley-Horn and Associates.

Staff recommends approval of Ordinance O2013-56.



Jason McHugh
Development Services Coordinator



Memorandum

To: Jason McHugh, City of Wildwood

From: Richard Busche, P.E., CFM, Kimley-Horn and Associates, Inc.

A handwritten signature in black ink, appearing to read 'R. Busche', is written over the 'From:' line.

Date: October 23, 2013

**Re: Stormwater LDR Updates; City of Wildwood
Kimley-Horn Project No. 142173000**

At the time that the current City regulations pertaining to the design of stormwater management systems were implemented, the Florida Department of Environmental Protection (FDEP) was in the laborious process of drafting a statewide water quality rule, which would significantly change the design criteria of all stormwater systems in Florida. Since that time FDEP's focus has shifted to simplifying the permitting requirements throughout the state and eliminating the discrepancies that permitted found between the water management districts in Florida. They have indefinitely delayed implementation of a statewide water quality rule and instead kept the regulations of water quality at the water management district level; in Wildwood's case this is the Southwest Florida Water Management District (SWFWMD).

On October 7, 2013, these new FDEP and SWFWMD regulations went into effect. Some of the changes are significant. As a result, the City will see increased frequencies where an applicant would encounter different stormwater regulations between the City and the SWFWMD. We recommend updates to the City's regulations to agree with the new FDEP and SWFWMD regulations.

We have prepared the attached redlines illustrating the recommended changes. The main changes are as follows:

1. The definition of a "registered professional" is modified to be consistent with FDEP rule.
2. The design storm events are the same, but the criteria for open and closed basins are modified slightly to agree with the SWFWMD rule language.
3. The City's Land Development Regulations (LDR) would recognize the new exemptions and lesser permits allowable by FDEP and SWFWMD in some instances. These are typically low impact projects. Pre-application meetings are strongly encouraged for these projects.

4. The City's LDR would recognize and enforce the new treatment volume requirements implemented by the SWFWMD. These rules have been significantly revised in the new SWFWMD rules.
5. Recovery requirements are still enforced, but they are shifted to the treatment storm event, consistent with the new SWFWMD regulations.
6. The City's LDR will require rate attenuation in a closed basin for the 100YR24HR storm event, which is not addressed in the SWFWMD regulations.
7. The fencing requirements are revised to be consistent with SWFWMD's regulations.

In essence, the City's regulations remain largely the same. The most significant recommend changes are greater enforcement of the water quality design, and the shift of stormwater recovery calculations to the treatment storm event, instead of a back-to-back 25- or 100-year storm event. These changes will still result in stormwater regulations that meet and exceed the state wide rules, and provide acceptable levels of service to address stormwater impacts for new developments within the City.

RVB/aep

Cc: File

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ORDINANCE NO. O2013-56

AN ORDINANCE OF THE CITY OF WILDWOOD FLORIDA;
AMENDING SECTION 6.4 OF THE LAND DEVELOPMENT
REGULATIONS OF THE CITY OF WILDWOOD, FLORIDA;
PERTAINING DRAINAGE AND STORM WATER
MANAGEMENT; PROVIDING FOR CODIFICATION;
PROVIDING FOR CONFLICT; AND PROVIDING FOR AN
EFFECTIVE DATE.

WHEREAS, the Florida Department of Environmental Protection and the Southwest Florida Water Management District updated their regulations pertaining to water quality and stormwater management on October 7, 2013;

WHEREAS, the City wishes to amend Section 6.4 (Drainage and Stormwater Management) of the Land Development Regulations to be consistent with the new state regulations.

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

SECTION 1. The amendments to Section 6.4 of the Land Development Regulations are shown in the attached "Exhibit A" with ~~strike through~~ for deletions and underline for additions.

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

SECTION 3. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a Court or competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of said Ordinance.

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

DONE AND ORDAINED this _____ day of _____, 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

Ordinance O2013-56

“Exhibit A”

Amendments to Section 6.4 of the Land Development Regulations

Drainage and Stormwater Management

6.4. Drainage and stormwater management.

(A) *General.*

(1) No person shall conduct a development or redevelopment activity, subdivide, make any change in the use of land, construct any stormwater management system or structure, or change the size of an existing structure without obtaining approval from the City as provided herein.

(2) ~~Approval of the stormwater management plans~~Authorization of construction shall be contingent on approval of any required permit from the Southwest Florida Water Management District Management District (SWFWMD), FDEP, FDOT, or any other agency with regulatory jurisdiction over the project; however, approval by another government agency will not result in automatic approval of the stormwater management plans by the City.

(3) The stormwater management system is required to be designed by a registered professional licensed by and in the state of Florida and practicing under Chapter 471, 472, 481 or 492 engineer.

(4) The system shall provide for drainage of lots, streets, roads, and other public areas as well as handling any runoff from adjacent areas that naturally flows into the subject area.

(5) The drainage system shall be designed for long life, low maintenance cost, and ease of maintenance.

(6) *Peak rate and volume attenuation.* Peak discharge rate and volume attenuation shall be as required in the SWFWMD regulations and in these regulations.

(7) *Development within flood prone areas (100-year flood).* All development within flood prone areas, as delineated on the official national flood insurance program, flood insurance rate maps, or the latest and best information available, shall comply with the requirements of SWFWMD and the criteria in the flood hazard regulations section of this Code.

(8) Where a permit is not required under Chapter 62-330, F.A.C., or where a lesser permit threshold is applicable under FDEP or SWFWMD rules, the stormwater management system must meet, at a minimum, the applicable criteria. Applicants are strongly encouraged to conduct a pre-application meeting with City staff in these instances.

(B) *Water quality.*

(1) All stormwater water management systems are required to ~~treat the required pollution abatement volume prior to discharge to receiving waters~~provide stormwater quality treatment in compliance with the applicable SWFWMD rules and criteria.

(2) The ~~pollution abatement~~required water quality volume and treatment method varies depending on the size and location of the site and shall be as required by SWFWMD.

(3) ~~The design engineer shall demonstrate that the treatment requirements of the SWFWMD are met by the proposed stormwater system design. The amount of volume available for water quantity storage is subject to the treatment recovery rules of the SWFWMD, dependent on the type of treatment system provided.~~If full recovery has not occurred the water quantity calculations must account for the remaining volume and the conditions within the pond (i.e. standing water at the beginning of the design storm analysis).

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~~(4) Water quality pollution abatement volume shall not be required in stormwater management systems that have zero discharge up to and including the 100-year, 24-hour storm event.~~

(C) *Retention/detention pond requirements.*

(1) For projects having drainage areas less than or equal to five (5) acres, calculations may be based on the rational method ($Q=CIA$). The design criteria shall be based on the latest available Intensity-Duration Curves published by FDOT for Zone 7.

(2) For projects having drainage areas greater than five (5) acres, the Soil Conservation Service (SCS) methodology shall be used. ~~The rainfall distribution utilized shall be the SCS Type II, Florida~~

~~Modified 24 Hour, Antecedent Moisture Condition II.~~The design engineer shall submit complete copies of all input parameters, supporting calculations, assumptions, and documentation pertaining to the design for review by the City.

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(3) All soils data used for soil permeability or infiltration analyses shall be signed and sealed by a registered professional engineer. ~~If infiltration is considered in the design of any retention/detention pond, signed and sealed geotechnical field data and laboratory results must be provided as part of the design calculations.~~ A minimum of two (2) soil borings shall be provided within each retention/detention pond. The minimum depth of the soil boring shall be six feet (6') below the proposed pond bottom elevation. If infiltration is considered in the design of any retention/detention pond, signed and sealed geotechnical field data and laboratory results must be provided as part of the design calculations.

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(4) For a project or portion of a project within an open basins, the stormwater retention/detention facility shall be sized to fully retain the post development runoff volume less minus the pre-development runoff volume for the 25-year, 24-hour storm event. Post developed discharge rates shall be maintained at or below the 25-year, 24- hour pre development discharge rate.

(5) For a project or portion of a project in a closed basin, the required retention volume shall be the post-development runoff less the pre-development runoff for the 100-year, 24-hour storm event. The total post development volume leaving the site shall be no more than the total pre-development volume leaving the site for the 100-year, 24-hour storm event. Post developed discharge rates shall be maintained at or below the 100-year, 24-hour pre-development discharge rate. ~~water retention/detention facility shall be sized to fully retain the post development runoff volume for the 100-year, 24-hour storm event.~~

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(6) In all cases of stormwater discharges, the post development discharge to downstream properties shall not cause adverse off-site impacts and the discharges shall be limited to the pre-development rate, and general flow pattern.

(7) A minimum freeboard of six inches (6") above the design high water elevation shall be provided for all retention/detention ponds. The design high water elevation is defined as the expected peak stage elevation expected for the 100-year, 24-hour stormwater management facility as a result of the applicable design storm event.

~~(8) The project engineer shall submit drainage calculations demonstrating that stormwater retention basins will fully recover the total design storm volume within 14 days following the design rainfall event. For ponds not able to recover the design volume within 14 days, the pond volume shall be increased to retain the post-development minus pre-development runoff volume and peak discharge rate from a second 25-year, 24-hour design storm in an open basin, or the post-development minus pre-development runoff volume from a second 100-year, 24-hour design storm if in a closed basin.~~

(9) All assumed drainage calculation parameters must be listed and supported by conventional methods. All geotechnical parameters must be supported by signed and sealed geotechnical field data and laboratory results. Calculations must be presented in a format acceptable to the City. The final determination on the suitability of assumed parameters is at the sole discretion of the City Engineer.

(D) *Fencing requirements.*

(1) *Wet ponds.* Fencing shall be required unless the side slopes have a maximum steepness of ~~five~~four-to-one (~~5~~4:1) ~~for to a depth of~~ at least ~~four~~two feet (~~4~~2') below the control elevation in the pond. Below this elevation, the side slopes may be increased to two-to-one (2:1).

(2) *Dry ponds.* Fencing shall be required when the side slopes are steeper than four-to-one (4:1). Dry ponds shall be a maximum of ten feet (10') deep, measured from pond bottom to top of bank.

(3) When provided, fencing shall be six feet (6') high with a twelve feet (12') wide flat access berm adjacent to the inside perimeter of the fence.

(E) *Storm sewer and culvert design.*

(1) *Types and requirements.* Where drainage pipes are utilized, the following standards apply:

(a) Storm sewers shall be of reinforced concrete or other FDOT approved material, subject to additional approval by the City, and have a minimum diameter of 18 inches or

equal. An inlet or manhole is required at each change of alignment or grade. Minimum pipe diameters may be reduced in grassed areas not subject to vehicular traffic;
 (b) Where any storm pipe terminates at an earthen slope a mitered end section and concrete collar, or approved equal, is required;
 (c) The following maximum lengths of pipe shall be used when spacing access structures of any type:

TABLE 6-2

Pipe Diameter	Maximum Pipe Length
Less than 18 inches	300 feet
24 to 36 inches	400 feet
42 inches and larger	500 feet

(F) *Conveyance System Design storm (minimum).*

TABLE 6-3

Facility	Frequency and Duration
Principal arterial bridges and evacuation routes	100-year 24 hours
Canals, ditches, swales, storm drains or culverts for drainage external to the development	25-year 24 hours
Canals, ditches, swales, storm drains or culverts for drainage internal to the development	10-year 24 hours

(1) The design frequency for major drainage systems may be increased if deemed necessary by the City to protect known flooding conditions in upstream or downstream properties or to comply with other regulations.

(2) *Design tailwater.* All storm sewer systems and culverts shall be designed taking into consideration the tailwater of the receiving facility or water body. The tailwater elevation used shall be based on the tailwater elevation of the receiving water body at the peak time of the design storm. Alternatively, the tailwater may be assumed to be the design high water elevation of the receiving water body for the design storm.

(3) The hydraulic gradient line for the storm sewer system shall be computed taking into consideration the design tailwater on the system and the energy losses associated with entrance into and exit from the system, friction through the system, and turbulence in the individual manholes, catch basins, and junctions within the system.

(4) The design criteria to be utilized for the design of pavement drainage shall be as follows:

TABLE 6-4

Arterial streets	10-year, 24-hour, hydraulic gradient line 1.0 foot below the gutter flowline
Collector and local streets	10-year, 24-hour, hydraulic gradient line 0.5 feet below the gutter flowline

(G) *Erosion protection.* Standard practices shall be used to prevent erosion and the depositing of soil off-site pursuant to the requirements of the FDEP Generic Permit for Stormwater Discharge from Large and Small Construction Activities.

(H) *Maintenance.*

- (1) A written operation and maintenance plan shall contain information per SWFWMD regulations as the minimum criteria that shall be accepted by the City.
- (2) The installed stormwater system shall be maintained by the legal entity responsible for maintenance. All permit applications shall contain documentation sufficient to demonstrate that the operation and maintenance entity is the legal entity empowered and obligated to perpetually maintain the stormwater management facilities.
- (3) The stormwater management system to be maintained by the legal entity shall have adequate easements, in accordance with this Code, to permit the City to inspect and, if necessary, to take corrective action should the legal entity fail to maintain the system properly.

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Declaration of Surplus Property: Millennium Park Property

Consideration of R2013-32

REQUESTED ACTION:

Work Session (Report Only) **DATE OF MEETING:** 11/11/2013
 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:

As directed by the City Commission, City staff is moving forward with the negotiation of the sale of certain City owned property. The property is part of Millennium Park and is located at the intersection of Powell Road and Huey Street.

Prior to selling the property, the City must first declare the property as surplus property. Resolution R2013-32 declares Parcels G08=047, G08=039, and a portion of G08=018 (totaling 2.65 acres more or less) as surplus property. A map depicting the parcels is incorporated into the resolution.

The contract to the purchase the property is currently being negotiated and will likely be brought to the Commission for consideration at the November 25, 2013 Commission meeting.



Jason McHugh
Development Services Coordinator



RESOLUTION NO. R2013-32

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILDWOOD, FLORIDA DETERMINING THAT CERTAIN REAL PROPERTY IS SURPLUS; DETERMINING THAT SAID REAL PROPERTY SHOULD BE USED IN A MANNER TO FURTHER THE PUBLIC INTEREST; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Wildwood is the owner of 2.65 acres more or less of certain real property currently identified by the Sumter County Property Appraiser as Parcels G08=047, G08=039, and a portion of G08=018 as shown on the attached "Exhibit A"; and,

WHEREAS, the City Commission of the City of Wildwood has determined that the property as shown in the attached "Exhibit A" is surplus because the property is of no use to the City; and,

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

1. The property shown on "Exhibit A" is hereby declared surplus property.
2. The property identified in "Exhibit A" should be sold in a manner determined appropriate by the City Commission.
3. This Resolution shall take effect immediately upon its adoption by the City Commission of the City of Wildwood, Florida.

DONE AND RESOLVED, this _____ day of _____, 2013, in regular session, by the City Commission of the City of Wildwood, Florida.

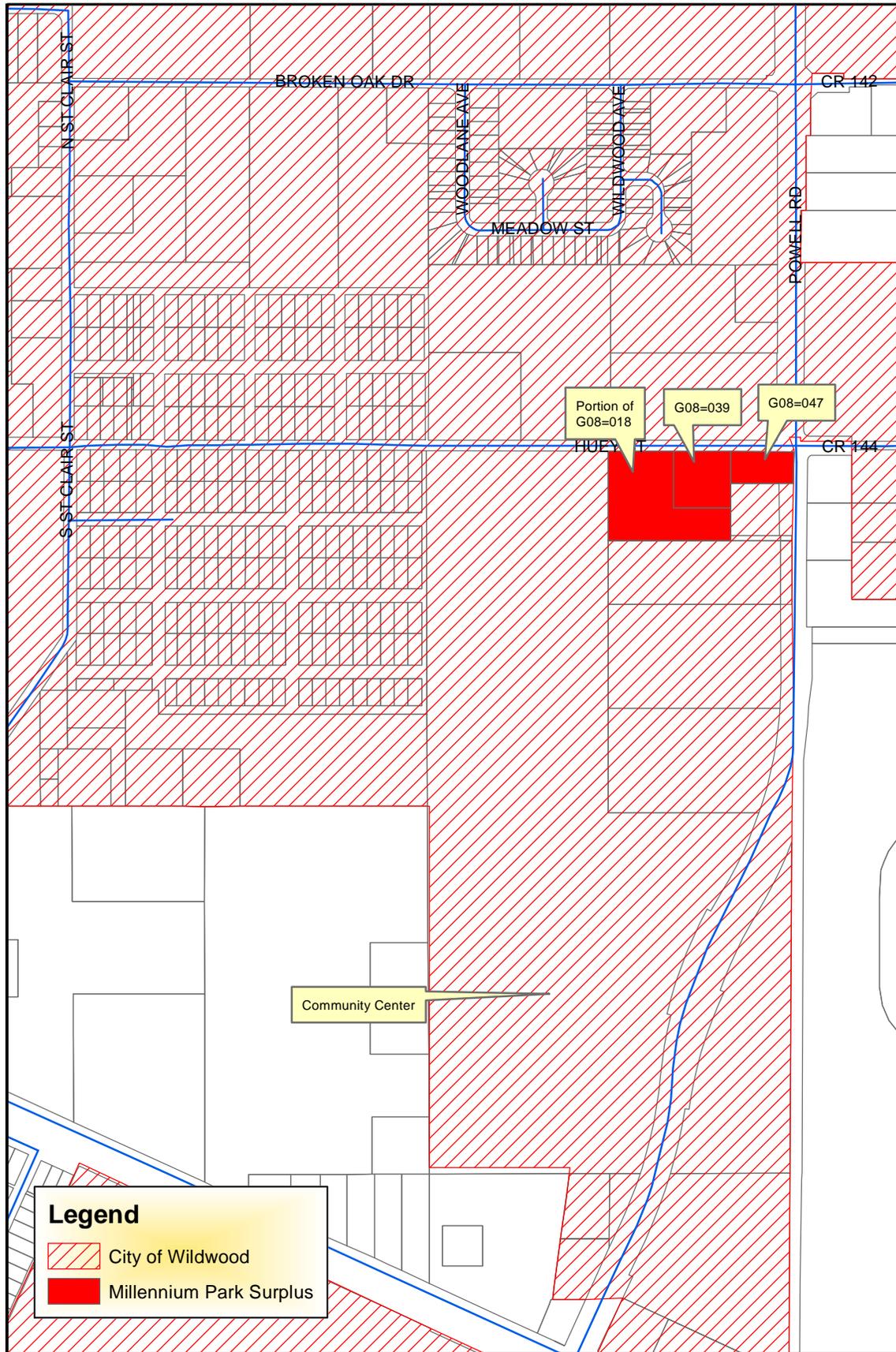
CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

SEAL

ATTEST: _____
Joseph Jacobs, City Clerk

Ed Wolf, Mayor

Resolution R2013-32
“Exhibit A”
Declaration of Surplus Property
Location Maps



I:\TermGIS\Maps\Location\Location - Millennium Park Surplus.mxd - 11/5/2013 12:53:49 PM - torneal



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



0 Feet 290 580

Millennium Park Surplus Property	
WILDWOOD, FLORIDA	
NOVEMBER 2013	LOCATION MAP



I:\Terr\GIS\Maps\Location\MERIAL - Millennium Park Surplus.mxd - 11/5/2013 12:57:14 PM - toneal

Legend

- City of Wildwood
- Millennium Park Surplus

Source: Esri, DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

	City of Wildwood 100 North Main Street Wildwood, FL 34485 Phone: (352) 330-1330 www.wildwood-fl.gov	 Feet 0 290 580 	Millennium Park Surplus Property		
				WILDWOOD, FLORIDA	
				NOVEMBER 2013	LOCATION MAP

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Purchase of K9, vehicle and equipment

REQUESTED ACTION:

Work Session (Report Only)
 Regular Meeting

DATE OF MEETING:
 Special Meeting

Tabled from
10/28/2013

CONTRACT:

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

Vendor/Entity: _____
Termination Date: _____

BUDGET IMPACT:

Impact Fees – estimate \$67,900.00

Annual
 Capital
 N/A

FUNDING SOURCE:
EXPENDITURE ACCOUNT:

Impact Fees

HISTORY/FACTS/ISSUES:

Mayor and Commission,

As many of you are aware the City had a very productive K-9 unit years ago. I have not returned the unit due to the lack of manpower and funding. With the increase in area due to annexation and the increase in call volume, the Police Department need to have a ready accessible K9 division is paramount. In the past years we have utilized the Sheriff's office K9, however with the increase in the needs they have, there in many times the K9 is unavailable or at least unavailable in the time frame we need. The courts limit the time an officer can hold a person on a traffic stop for a K9 to arrive. There have been many times we have called out the state prison's K9 unit for tracking a suspect or missing person/child, However it takes (1) one to (2) two hours to get on scene. When looking for a suspect or a missing person/child, every minute is valuable time lost.

Estimates:

Dog with Training: \$14,500.00 (Southern Coast K9)
Vehicle: 2014 fully packaged Ford \$45,000.00 (paid in full)
Misc. Canine accessory: \$8,400.00, (vest, training, equipment, kennels, etc.)

Requesting to purchase, K9 with training, Vehicle, and Miscellaneous equipment, not to exceed \$67,900.00 out of the impact fees.

E.W. Reeser, Chief 

○ Construction Administration	<u>\$ 60,000</u>
○ Total	\$246,000

LEGAL REVIEW:

- IPO #23 has been provided to the City Attorney for his review and approval.

RECOMMENDATIONS:

- Staff recommends approval of KHA IPO #23.

FISCAL IMPACT:

- City will upfront cost required prior to payments as provided in the payment schedule.
- Developer will reimburse City for design, permitting and construction of the offsite infrastructure.
- City, for a ten period, will reimburse Developer water and wastewater TIE fees paid to the City by entities utilizing the offsite infrastructure improvements.

ALTERNATIVES:

- City could fund design, permitting and construction costs and receive water and wastewater TIE fees as development progresses.

SUPPORT MATERIAL:

- Copy of KHA IPO #23

**INDIVIDUAL PROJECT ORDER NUMBER 23
May 16, 2013**

Describing a specific agreement between Kimley-Horn and Associates, Inc. (Kimley-Horn), and The City of Wildwood (the Client or the City) in accordance with the terms of the Master Agreement for Continuing Professional Services dated January 7, 2009, which is incorporated herein by reference.

Identification of Project:

Project: Trailwinds Utility Extensions

Client: City of Wildwood

General Category of Services:

The City intends to construct offsite sanitary force main and lift station improvements, as well as potable water main extensions, to serve a proposed development on C466A just east of C462 to be known as Trailwinds. The City has executed an agreement with the developer of the Trailwinds project whereby the developer will pay the City to design and construct the needed offsite infrastructure.

Under this Agreement Kimley-Horn will prepare construction plans and specifications for the design of the following components:

1. Potable water main extension from the intersection of C466A and C462 to the southwest property corner of the Trailwinds project.
2. Potable water main extension from the dead-end waterline on C462 near the St. Vincent Catholic Church to the northwest corner of the Trailwinds project.
3. Sanitary force main extension from the Trailwinds project to the City's waste water treatment plant (WWTP), a distance of approximately 6.25 miles. The expected general route for this extension is shown on the attached Exhibit A.
4. Up to two re-pump or inline sanitary lift stations along the route.
5. Kimley-Horn will permit the utility line extensions with Sumter County, the Florida Department of Transportation, the Florida Department of Environmental Protection (FDEP) and CSX, as applicable.
6. The City will provide any needed coordination and legal support for acquisition of offsite easements, property acquisitions, right of entry agreements, etc. that may be needed for construction of the utility extensions.

Specific Scope of Basic Services:

Task 1 – Professional Survey Services

- A. Kimley-Horn will establish the project corridor and coordinate with a professional land surveyor sub-consultant to prepare a topographic route survey along the project limits.
- B. The City will locate and mark existing water and wastewater utilities within the project limits. Other existing utilities will be requested to be located by Sunshine One-Call.
- C. The survey scope will consist of the following elements:
 1. Location of any improvements that will interfere with the design or construction of the water main, including all trees 6" or larger.
 2. Locate all surface evidence of utilities along the route, as well as utility marks as delineated by requesting through Sunshine State One Call. Other than obtaining inverts of

- accessible manholes, drop inlets, etc. underground location of utilities will be shown as delineated by others. Power poles will be located with overhead wires.
3. The survey will cover the full right-of-way along East County Road 462, County Road 213, and Industrial Drive as depicted on attached Figure 1. And an area 50 foot wide along proposed alignment for County Road 462 (alignment to be defined by client prior to commencement).
 4. Location of any improvements that will interfere with the design or construction of the pipelines, inverts, and including all trees 6” or larger
 5. Locate all surface evidence of utilities along the route, as well as utility marks as delineated by requesting through Sunshine State One Call. Other than obtaining inverts of accessible manholes, drop inlets, etc., underground location of utilities will be shown as delineated by others. Power poles will be located with overhead wires.
 6. Horizontal and Vertical control will be established at approximately 1000 foot intervals along the route.
 7. Any monumentation evidence of existing rights-of-way along the route will be located. The rights –of-way along the route are being claimed by plats recorded, right of way maps and/or deeds.
 8. Topographic Survey will include:
 - a. All improvements
 - b. State Plane Coordinates
 - c. All easements depicted on survey as furnished by client or platted
 - d. Location of all visible utilities
 - e. Trees 6” and larger
 - f. Vertical datum will be on NAVD 1988
 - g. Full right of way an existing conditions along contiguous roadways
 - h. Contours will be collected on a 50’ grid
 - i. Contours will be shown on a 1’ for minor, and 5’ for major
 9. Survey will be done in Florida West State Plane Coordinate System (NAD 83).

Task 2 – Geotechnical Sub-consultant

- A. Kimley-Horn will utilize a geotechnical subconsultant to perform up to 30 soil borings (up to 5 feet deep each). The purpose of the borings is to establish soil quality for trenching and back fill requirements along with estimating unsuitable soil quantities.
- B. Kimley-Horn will utilize a geotechnical subconsultant to perform a subsurface utility exploration at the intersection of CR462 and US301 to better ascertain the location of existing utilities at this intersection.

Task 3 – Construction Plans, Specifications, and Permitting

- A. Kimley-Horn will prepare construction plans, specifications, and an opinion of probable cost for the water main extensions, force main extensions and lift station construction described in the General Category of Services.

- B. Kimley-Horn will coordinate with utility owners identified by Sunshine One-Call to determine potential utility conflicts.
- C. Kimley-Horn will submit 30% and 100% plans, specifications, and an opinion of probable cost for the City's review.
- D. Kimley-Horn will prepare a Sumter County Right of Way Use permit for construction of the utility extensions within County right of way.
- E. Kimley-Horn will prepare a CSX Utility Crossing permit for construction of the utility extension beneath the CSX rail line on C462.
- F. Kimley-Horn will prepare a FDOT Utility Permit for the construction of the utility extension at the intersection of C462 and US301.
- G. Kimley-Horn will prepare an "FDEP Notice of Intent to Use the General Permit for Construction of Water Main Extensions for PWSs" application as required for all new water main construction.
- H. All permit application fees will be paid by the City.

Task 4 – Bid Administration

- A. Kimley-Horn will prepare bid packages consisting of plans and specifications (in EJCDC format) to be included in the City's bid packages.
- B. The City will prepare and advertise the Bid Notification. Kimley-Horn will provide the technical information required for the notification language.
- C. Kimley-Horn will conduct a pre-bid meeting at the project site with prospective bidders.
- D. Kimley-Horn will administer distribution of the bid packages and maintain a log of the issued bid packages. Kimley-Horn will charge those requesting bid packages a fee for each set of issued documents. The fee is intended to cover the cost of reproduction, shipping and handling of the bid packages. The City will be provided with two (2) bid package sets at no cost.
- E. Kimley-Horn will respond to Request for Information's (RFIs) and prepare bid addendums as necessary during the bid process.
- F. Kimley-Horn will review the bid responses and tabulate the results. Kimley-Horn will provide the City with a written bid tabulation record along with a selection recommendation.

Task 5 – Construction Administration

- A. *Pre-Construction Conference.* The Consultant will conduct a Pre-Construction Conference prior to commencement of work at the Site.
- B. *Visits to Site and Observation of Construction.* The Consultant will provide on-site construction observation services during the construction phase. **This task assumes an active construction duration of 120 calendar days.** The Consultant will make visits at intervals as required to ensure that the work is being performed in accordance with the plans and specifications. Such visits and observations by the Consultant are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on the Consultant's exercise of professional judgment. Based on information obtained during such visits and such observations, the Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and the Consultant will keep Client informed of the general progress of the Work.

The purpose of the Consultant site visits will be to enable the Consultant to better carry out the duties and responsibilities specifically assigned in this Agreement to the Consultant, and to provide Client a greater degree of confidence that the completed Work will conform in general to the Contract Documents. The Consultant shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall the Consultant have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, the Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

- C. *Recommendations with Respect to Defective Work.* The Consultant will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, the Consultant believes that such work will not produce a completed Project that conforms generally to Contract Documents.
- D. *Clarifications and Interpretations.* The Consultant will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to Client as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by Client.
- E. *Change Orders.* Kimley-Horn may recommend Change Orders to Client, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
- F. *Shop Drawings and Samples.* The Consultant will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
- G. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
- H. *Inspections and Tests.* The Consultant may require special inspections or tests of Contractor's work as Kimley-Horn deems appropriate, and may receive and review certificates of inspections within the Consultant's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. The Consultant's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. The Consultant shall be entitled to rely on the results of such tests and the facts being certified.
- I. *Disagreements between Client and Contractor.* The Consultant will, if requested by Client, render written decision on all claims of Client and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, the Consultant shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

- J. *Applications for Payment.* Based on its observations and on review of applications for payment and accompanying supporting documentation, the Consultant will determine the amounts that the Consultant recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute the Consultant's representation to Client, based on such observations and review, that, to the best of the Consultant's knowledge, information and belief, Contractor's work has progressed to the point indicated and that such work-in-progress is generally in accordance with the Contract Documents subject to any qualifications stated in the recommendation. In the case of unit price work, the Consultant's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests.
- By recommending any payment, the Consultant shall not thereby be deemed to have represented that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to the Consultant in this Agreement. It will also not impose responsibility on the Consultant to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, nor to determine that title to any portion of the work in progress, materials, or equipment has passed to Client free and clear of any liens, claims, security interests, or encumbrances, nor that there may not be other matters at issue between Client and Contractor that might affect the amount that should be paid.
- K. *Substantial Completion.* The Consultant will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with Client and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of Client, the Consultant considers the Work substantially complete, the Consultant will notify Client and Contractor.
- L. *Closeout Coordination.* The Consultant will prepare permit close outs for the affected regulatory agencies, and provide written confirmation to the City for their records. The expected close outs are:
- City of Wildwood testing results, lift station start ups, operation manuals, etc.
 - FDEP turnover documents.
 - FDOT permit close out documents.
 - CSX permit close out documents.
 - Sumter County permit close out documents.
 - Assistance with warranty bond coordination from the general contractor.
- M. *Final Notice of Acceptability of the Work.* The Consultant will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that the Consultant may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, the Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of the Consultant's knowledge, information, and belief based on the extent of its services and based upon information provided to the Consultant upon which it is entitled to rely.
- N. *Limitation of Responsibilities.* The Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. The Consultant shall not have the authority or

responsibility to stop the work of any Contractor.

- O. The site observations included in this scope of work is based on an average of 20 hours of site observations each week (5 day work week) over a 120 calendar day construction duration.

Additional Services if required:

Services requested that are not specifically included will be provided under a new and separate IPO agreement or can be performed on an hourly basis upon written authorization. The following services specifically excluded from the above scope of services can be provided as an “Additional Service”.

- Additional design and/or permitting services not noted above,
- Environmental permitting services,
- FDOT Maintenance of Traffic Plans.
- Any other professional design service not specifically described in the above Scope of Services.

Schedule:

Kimley-Horn will begin services upon receipt of an executed IPO. The above services will be provided as expeditiously as possible to meet a mutually agreed upon schedule.

Method of Compensation:

The Engineer will complete the above scope of services for the fees detailed below, inclusive of expenses. A breakdown of fee by task is as follows:

Task	Description	Lump Sum Fee
Task 1	Survey Sub-consultant	\$25,500
Task 2	Geotechnical Sub-consultant	\$22,000
Task 3	Construction Plans, Specifications, and Permitting	\$120,000
Task 4	Bid Administration	\$18,500
Task 5	Construction Administration	\$60,000
Total:		\$246,000

Other Special Terms of Individual Project Order:

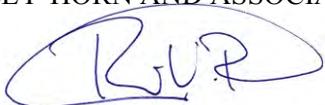
Services provided under this will be invoiced on a monthly basis. All invoices will include a description of services provided.

ACCEPTED:

THE CITY OF WILDWOOD, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY:  _____

Richard V. Busche, PE

TITLE: _____

TITLE: Vice President

DATE: _____

DATE: May 16, 2013

CITY OF WILDWOOD

CITY COMMISSION REPORT Commission Meeting Date: Nov. 11, 2013

Subject: Landstone Utility Agreement

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

Department: Utility Department

Staff Recommendation (Motion Ready): Recommend approval of the “Utilities Agreement” between the City of Wildwood, Florida and Landstone-Wright, LLC.

BACKGROUND:

- The City Commission annexed the Wright Ranch, approximately 4,050 acres located on the south side of CR 470 on January 22, 2007 by Ordinance No. 503.
- The City approved the Developer’s Annexation Agreement between the City, Tony Mendola, LLC and Landstone Communities, LLC on January 8, 2007. This agreement became effective on March 22, 2007.
- Landstone-Wright, LLC are the successors to Tony Mendola, LLC and Landstone Communities, LLC.
- The City entered into a Memorandum of Understanding with Landstone –Wright, LLC on April 4, 2008 (effective date).
- An Amended and Restated Development Order (ARDO), The Landstone Communities Development of Regional Impact, City of Wildwood, between the City of Wildwood and Landstone-Wright, LLC was entered into on December 13, 2010.

FINDING, CONCLUSIONS AND RECOMMENDATIONS:

FINDINGS:

- The ARDO provided the developer the following:
 - Residential 8,025 Units
 - Commercial/Retail 652,500 SF
 - Office 150,000 SF
 - Warehouse/Industrial 500,000 SF
 - Hotel 250 Rooms
 - Mine 280 Acres
 - Golf Course 18 Holes
 - Parks 80.1 Acres
 - Elementary School 650 Students

- The Memorandum of Understanding (MOU) provided for the following in regards to City utilities:
 - 19 acres for a wastewater treatment plant (WWTP) site.
 - 25 acres for a wet weather storage facility.
 - City to provide potable water, wastewater and reuse water services to the development
 - Water Connection fees were to be paid for first 2,000 residential units with 50% up front, 25% pro rata at issuance of a building permit and 25% pro rata at issuance of a CO.
 - Water TIE fees were to be for 2,000 units and 100% paid upon approval of the Development Order (DO).
 - Wastewater Connection fees were to be paid 50% at approval of the DO, 25% pro rata at issuance of a building permit and 25% pro rata at issuance of a CO.
 - The MOU is silent in regards to wastewater TIE fees, the assumption is that the on-site plant and the developer built infrastructure negated the need for wastewater TIE fees.

CONCLUSIONS:

- Due to the economic down turn the development has not progressed as originally planned.

Memorandum of Agreement

- The up-front fees required of the Developer through the MOU equated to approximately \$3,900,000 and required the City to fund the capacity improvements to the CR 501 water plant, fund the construction of the water main to the development and fund the construction of the new wastewater treatment plant on the development.

Proposed Utilities Agreement Between The City of Wildwood, Florida and Landstone-Wright, LLC

- Developer may fund and construct the wastewater treatment facility and receive wastewater connection fees for the cost of same. Upon completion of the WWTP it would be owned, maintained and operated by the City of Wildwood.
- Developer may also opt to fund the construction of the WWTP and the City construct it.
- Water and wastewater infrastructure shall be constructed by developer and turned over to the City for operation and maintenance, therefore no water or wastewater TIE fees are applicable.
- Developer shall fund the design, permitting and construction of any capacity improvements required at the CR 501 water plant due to the needs of the project and shall receive water connection fee credits for same.

LEGAL REVIEW:

- The former City Attorney was a co-author of this agreement.

RECOMMENDATIONS:

- Staff recommends approval of the Utilities Agreement Between The City of Wildwood and Landstone-Wright, LLC.

FISCAL IMPACT:

- This agreement is written such that the cost of all capacity improvements and all infrastructure improvements are to be borne by the developer.

ALTERNATIVES:

- Have the City bear the burden of funding all the capacity (treatment plant and infrastructure) improvements for the development and collect Connection and TIE fees for same.

SUPPORT MATERIAL:

- Copy of the Utilities Agreement Between The City of Wildwood and Landstone-Wright, LLC

**UTILITIES AGREEMENT BETWEEN
THE CITY OF WILDWOOD, FLORIDA
AND LANDSTONE-WRIGHT, LLC**

This agreement, effective this ____ day of _____, 2013, made and entered into by and between the **CITY OF WILDWOOD, FLORIDA**, a Florida municipal corporation (hereinafter called "City"), and **LANDSTONE-WRIGHT, LLC**, a Delaware limited liability company with a mailing address of c/o Hearthstone, Inc., 24151 Ventura Blvd., Calabasas, CA 913902 (hereinafter called "Developer").

WITNESSETH:

WHEREAS, the Developer has purchased certain parcels of real Property located within the City of Wildwood which are more particularly described in **Exhibit A** attached hereto and made a part hereof by this reference, including all buildings and other improvements located thereon (collectively, the "Property"); and

WHEREAS, the Property has been annexed by the City pursuant to Ordinance No. 503, effective on January 22, 2007; and

WHEREAS, the City approved the Developer's Annexation Agreement between Tony Mendola, LLC, a Florida limited liability company and Landstone Communities, LLC, a Delaware limited liability company, and the City at its regularly scheduled meeting of January 8, 2007. Developer is the successor in interest to both Tony Mendola, LLC and Landstone Communities, LLC under the Developer's Annexation Agreement; and

WHEREAS, the City approved the Memorandum of Understanding (the "MOU") between Developer and the City at its regularly scheduled meeting of January 28, 2008; and

WHEREAS, subject to existing laws, the City adopted an amendment to its Comprehensive Plan (the "CPA") and a Development Order (the "DO") for the Property at a public hearing on October 30, 2008 and the City rezoned the Property to permit the uses and conditions identified in the Developer's Annexation Agreement and the Memorandum of Understanding; and

WHEREAS, the Department of Community Affairs appealed the Development Order for the Property. City and the Department of Community Affairs entered into a Settlement Agreement which was adopted by City and approved an Amended and Restated Development Order ("ARDO") which was effective as of March 18, 2011; and

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

WHEREAS, Developer desires to procure services, including, but not limited to, potable water (hereinafter also referred to as "water"), wastewater and reuse water from the City for the Property described in **Exhibit A**; and

WHEREAS, Developer and City have agreed that the Developer has the option to construct a wastewater treatment plant ("WWTP") on the Property. City to own and operate WWTP and to provide reuse water; and

WHEREAS, Developer's proposed development will include retail, commercial, warehouse/industrial, office, hotel, mining and residential development and requires access to wastewater service and water service, in order to develop the Property at the proposed densities and intensities; and,

WHEREAS, the City of Wildwood desires to provide wastewater, water and reuse water to Developer's property and/or allow Developer to provide wastewater and reuse services to its property; and

WHEREAS, the parties hereto are desirous of entering into a Public/Private partnership to assist the City in serving not only the needs of the Project, but also those of the greater surrounding community; and

WHEREAS, the parties desire to enter into an agreement setting forth the mutual understandings and undertakings regarding the furnishing of said services, including, but not limited to, water, wastewater and reuse water for the Property described in **Exhibit A**; and

WHEREAS, 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 over the subject matter of this Agreement; and

WHEREAS, the City has approved this Agreement and has authorized the proper City officials to execute this Agreement by motion passed at a regular City Council meeting on _____, 2013.

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

PART I. DEFINITIONS

A. The term "connection fee" shall be construed as defined in City of Wildwood ordinances and resolutions.

B. The term "Developer" shall refer to **Landstone-Wright, LLC**, a Delaware limited liability company with a mailing address of c/o Hearthstone, Inc., 24151 Ventura Blvd., Calabasas CA 91302.

C. The term "Equivalent Residential Connection" as defined by City ordinance shall be referred to in this Agreement as "ERC" and shall be defined by Section 19-343 of the City of Wildwood Code.

D. The term "Property" or "Developer's Property" refers to the real property described in **Exhibit A**, attached to and incorporated into this Agreement.

E. The term "Transmission Infrastructure Extension Fee" shall be referred to as a TIE fee and shall be as defined by City ordinances and resolutions.

PART II. DEVELOPMENT PROGRAM

A. **Proposed Development.** The City understands that the Developer's proposed development program ("the Project"), as expressed in the adopted Comprehensive Plan Amendment and Amended and Restated Development Order for the Property, is intended to offer a mixed use village with a combination of residential, retail/commercial, warehouse/industrial, office, hotel and mining uses, as same may be modified through the Development of Regional Impact ("DRI") approval process. The residential units are intended to consist of a mix of detached single-family units, attached single-family units, townhouses and apartments. The residential uses are intended to be designed to enhance the interaction with the non-residential uses and to offer architectural features that will be aesthetically pleasing. The goal of the development is to implement good community design and land use practices.

B. **Vested Rights.**

1. The City hereby acknowledges that based upon the City's approval of the Developer's Annexation Agreement, MOU, CPA, ARDO and PUD zoning and by execution of this Agreement, the Developer has and will undertake extensive obligations

and incur significant expenses in moving forward with the Project in good faith reliance on the understandings and commitments contained therein and herein.

2. Developer acknowledges it will be responsible for payment of any and all impact fees applicable to the property including, but not limited to, any City imposed police, traffic or other impact fees, subject to any credits discussed herein, or that it is otherwise entitled to by law. If required, Developer will also be required to pay water connection fees as provided in Section III, and wastewater connection fees as provided in Section III, subject to any credits discussed herein. Said fees are to be due and payable as provided herein.

3. Developer will also be responsible to work with Sumter County and to pay any applicable impact fees imposed by the County for transportation, fire, or any other applicable impact fee, subject to any applicable credits. Said fees are to be due and payable at the time of issuance of building permit, or as otherwise required by Sumter County ordinances and regulations.

C. **Proportionate Share Contribution.** City agrees that any improvements, contributions, donations, exactions, or fees required from the Developer must directly relate to the need created by the Project and must be calculated based on the proportionate impact of the Project. In order to ensure Developer pays only its proportionate share of the impacts created, City agrees to give the Developer impact fee credits available from the City for City imposed impact fees and to enter into reimbursement agreements in compliance with its proportionate share ordinance, and any applicable state or county laws. The City further agrees that it will work with

Developer and County to ensure that the Project's cost burden shall be limited to its proportionate share.

D. **Development Option**. Developer may, fund and construct the WWTP on the Property as follows:

1. Notwithstanding this option, if the City determines there is a need to proceed with permitting and construction, it may do so at any time. It shall provide developer with notice that it is initiating the process.

2. If the City has not begun the permitting process, Developer may exercise this option by providing the City with notice that it wishes to initiate the permitting and construction process. City and Developer shall then enter into a construction agreement. As long as Developer is able to comply with City's requirements for construction, Developer has the option of permitting and constructing the WWTP.

3. After construction and permitting, the WWTP shall be conveyed to City.

4. In lieu of constructing the WWTP itself, Developer may also opt to enter into an agreement to fund the construction of the WWTP and the city shall construct the WWTP.

5. Any agreement contemplated by this section shall be in writing executed by both parties. Any such agreement must be fully executed within a reasonable time after Developer provides City with notice of its intent to permit, construct or fund the WWTP. For purposes of this agreement, a reasonable time shall

be no more than one (1) month, unless the time for execution of an agreement is agreed to by both parties.

E. **Land Dedications.** Developer shall make certain land dedications to the City for the siting of the WWTP and wet weather storage facilities on the Property.

1. **Fee Simple Dedication.** In further consideration of the provision by the City for water, wastewater and reuse water services to the Property, Developer agrees that it will provide City with clear title, subject to all matters of record except monetary encumbrances, to the following:

(a) Nineteen (19) \pm acres to be used for a sub-regional wastewater treatment plant ("WWTP") and public access reuse storage and pumping facilities, generally in the location shown on **Exhibit B**, attached hereto and incorporated herein ("WWTP Site").

(b) Twenty-five (25) \pm acres to be used for wet weather storage and access thereto, generally in the location shown on **Exhibit B**, attached hereto and incorporated herein ("Wet Weather Storage Site").

Items I.E.1 (a) and (b) may hereinafter be jointly referred to as the "Donated Property".

2. **Location.** Developer agrees that it will diligently work with the City to locate the Donated Properties, generally in conformance with **Exhibit B**, and to transfer fee simple title to the City in a timely manner and pursuant to this Agreement, so that City may complete the design, permitting and construction of the WWTP.

3. **Access.**

(a) Temporary Construction Easement (City constructs WWTP).

In the event that the City constructs the WWTP, Developer will grant the City a non-exclusive temporary construction easement over, upon and across the Property, in a location mutually agreed upon by Developer and City, to permit the City to access the Donated Property to construct the WWTP and wet weather storage facilities. Such rights to gain access over the Property shall continue in effect until the completion of a public access improvement thereto. If no public access improvement is actually completed from the public access roads in the development to the wet weather storage facility, the City shall continue to have the right to access or cross property which will be designated by Developer and the City as the wet weather storage facility. The City shall coordinate the timing of the construction of the WWTP and wet weather storage facilities to limit interference with the development of the Property.

(b) City shall exercise reasonable care when exercising its rights of access hereunder, and shall minimize, to the extent reasonably possible, its interference with the use and enjoyment of the Property. If City causes any damage to the Property during its exercise of rights hereunder, City shall promptly restore such property to substantially the same condition as previously existed and in a manner consistent with the overall development plan and schedule and at the City's sole expense.

(c) Non-Exclusive Perpetual Easement. The City may enter upon the Property to gain access to the WWTP Site and the Wet Weather Storage Site from time to time to maintain, repair, or replace the WWTP and/or wet weather storage

facilities. Access roads to the WWTP Site and the Wet Weather Storage Site will be coordinated with Developer and shall be adjusted as needed as development plans change. The City shall provide reasonable notification to Developer or its successors and assigns of its intent to access the WWTP Site and the Wet Weather Storage Site via the Property for non-emergency construction purposes that would have impact on the Project. Upon construction of public access improvements, the City's access shall be limited to the area of those improvements and the easements are then considered vacated. City shall exercise reasonable care when exercising its rights of access hereunder, and shall minimize, to the extent reasonably possible, its interference with the use and enjoyment of the Property. If City causes any damage to the Property during its exercise of rights hereunder, City shall promptly restore such property to substantially the same condition as previously existed and in a manner consistent with the overall development plan and schedule and at the City's sole expense.

F. Design, Permitting and Construction of WWTP and Wet Weather Storage.

The design, permitting, and construction of the WWTP may be at either the Developer's expense or the City's expense, as provided for in this agreement. Operation and maintenance of the WWTP shall be at the City's expense. The site layout shall include buffering from adjacent land uses as approved by the Developer. Buffering shall not impede the City's ability to use the site as intended. Such approval by Developer is not to be unreasonably withheld. Developer shall be responsible for conducting a one-time gopher tortoise relocation at the time of dedication of the WWTP Site.

The design, permitting, and construction of the Wet Weather Storage Facility may be at either the Developer's or the City's expense. The operation and maintenance of the Wet Weather Storage Site shall be at the City's expense and site layout shall include buffers from adjacent land uses, as approved by the Developer. Such approval by Developer is not to be unreasonably withheld. Developer shall be responsible for any wetland permitting which may be necessary to construct a single lane access drive to the Wet Weather Storage Site and a one-time gopher tortoise relocation at the time of dedication of the Wet Weather Storage Site.

PART III. DEVELOPER'S OBLIGATIONS

A. **Water, Reuse Water and Wastewater Lines and Lift Stations on the Property.** This section concerns only water, reuse water and wastewater lines and lift stations that are constructed by Developer for service on Developer's Property and requires:

1. Developer, at its expense and at no expense to the City, shall design, construct, and install all necessary water, reuse water, distribution and wastewater collection lines, and any necessary lift stations over, through, under and across the Property in accordance with the plans, specifications and engineering data as required by Florida regulatory agencies and the City or its authorized representative; and said water distribution lines shall be installed and connected to City existing water distribution lines which are serviced by the existing WTP operated by the City located on C.R. 501, all of which work shall be paid for by the Developer. Developer's portion of the water system on the Property shall end at the point of connection to the individual water service meters for residential and non-residential users. Developer's portion of the wastewater system on the Property shall end at the point of connection to the

WWTP to be built either by the Developer, at its sole discretion, or by the City on the Property or on an interim basis to the wastewater main or lift station located at the Coleman Federal Prison. Developer and City agree that City will accept the mainlines and lift stations, and that Developer shall transfer and City shall accept and maintain such mainlines and lift stations upon completion of construction thereof as long as they are constructed to City standards, and inspected and accepted by City.

2. All installations of all lines referred to herein shall be installed at Developer's expense, unless otherwise agreed to herein, and shall include, without limitation, all water lines, effluent reuse lines, gravity flow mains, force mains, pump stations and lift stations required for the furnishing of service on the Property. At the time of submission of plans, specifications and engineering data by Developer to the City, the Developer shall pay to the City a Plan Review Fee. Said Plan Review Fee is to compensate City for City's expense in having said plans, specifications and engineering data reviewed. This shall occur at each phase of the development.

3. Developer, its Project Engineer, and its Contractor shall arrange for and hold a preconstruction meeting or meetings with the City or its authorized representative. Notification of said meeting shall be made in writing and received by all parties seventy-two (72) hours in advance of said meeting. The meeting shall be held at least twenty-four (24) hours prior to start of each phase of construction.

4. The work to be performed by Developer, as provided in this Agreement, shall not commence until all plans and specifications covering the work to be performed are approved in writing by the City or its authorized representative.

5. During construction and at the time periodic inspections are required, the City or its authorized representative may be present and Developer's engineer shall be present to observe and witness tests for determination of conformance to approved plans and specifications. Copies of the approved test results shall be furnished to the City on successful completion of each test.

6. The work to be performed by Developer, pursuant to the provisions set forth herein, shall be in accordance with all requirements of the regulatory agencies which have jurisdiction over the subject matter of this Agreement, as well as all applicable Federal and State Statutes, County and City ordinances.

7. Developer shall, at its own expense and at no expense to the City, furnish to the City five (5) complete sets of reproducible as-built drawings and one (1) electronic copy on a .dwg (AutoCADD) format prepared by the Florida registered engineer who designed the water distribution and wastewater collection systems. As-built drawings shall be certified by the Developer's engineer and shall show all pertinent information as to all mains, services and appurtenances belonging to, and affecting the water distribution, wastewater collection and reuse systems and service lines as constructed in the field. As-built drawings shall also be certified by a Florida registered surveyor as to the actual location of all surface and subsurface features of these systems and easements and rights-of-way which are part of or adjacent to the Property.

8. If City has agreed or agrees in the future to accept transfer of any portions of the wastewater collection and/or water distribution systems placed on the Property by Developer, constructed in conformance with City standards, Developer shall

also provide to the City information concerning the costs of construction of the water distribution and wastewater collection systems to be transferred to the City.

9. Twenty foot (20') easements along the boundaries of the Property for the City's use for utility expansion. Said utility easements may be located within buffer areas on the boundary of the Property.

10. Developer shall provide the City with whatever easements are necessary to maintain the mainlines and lift stations on the Property, which shall not be in excess of requirements included in the ARDO.

11. Any easements provided in the paragraphs above shall not minimize or reduce density and/or setback lines for any improvements on the Property and all easements shall be subject to the right of the Developer to install and maintain curbing, landscaping, and driveway entrances necessary for the development, use and operation of the Property. If the City disturbs any such land or improvements, it shall not be responsible for replacing or restoring the same. Developer may also choose to place signage and fencing within the easement. However, if the signage or fencing is damaged through the City's use of the easement, Developer shall be responsible for such damage, unless said damage is caused by the City's negligence.

B. Connection and TIE Fees.

1. **Potable Water.** The City currently owns and operates the Wildwood Water Treatment Plant ("WTP") within close proximity to the Property. The City's master plan indicates an expansion of this existing WTP with a connection to the Property.

(a) The City hereby agrees to provide water to the Property. The City will reserve capacity for the Developer at the point in time that Developer pays for capacity as provided for in this Agreement.

(b) Developer shall pay to the City fifty percent (50%) of the prevailing rate for water connection fees upon approval of the first Preliminary Plan or at whatever time the Developer requests capacity reservation, whichever comes first. The payment by the Developer to the City of 50% of the prevailing rate for water connection fees shall establish the rate to be used in the calculation of the payment of the remaining connection fees due and payable to the City, regardless of the point in time that the connection fees are paid. An additional twenty-five percent (25%) of the connection fee is due and payable pro rata upon issuance of a building permit. The final twenty-five percent (25%) of the connection fee is due and payable pro rata upon issuance of certificate of occupancy. If Developer fails to complete payment of connection fees for the capacity reservation within ten years of initial purchase, the City has the discretion to repurchase any unused capacity from Developer at the initial rate at any time thereafter. If the City does not elect to repurchase the unused capacity from the Developer, the unused capacity shall remain under the control of the Developer until such time as the Developer or a party designated by the Developer shall pay the connection fees for the remaining capacity.

(c) In order to proceed with the reservation of capacity beyond the uses approved in the first Preliminary Plan or at whatever time the Developer requests capacity reservation, whichever comes first, Developer must pay fifty percent (50%) of the prevailing water connection reservation fees at the time of subsequent

Preliminary Plan approvals. The payment by the Developer to the City of 50% of the prevailing rate for water connection fees shall establish the rate to be used in the calculation of the payment of the remaining connection fees due and payable to the City, regardless of the point in time that the connection fees are paid. An additional twenty-five percent (25%) of the connection fee is due and payable pro rata upon issuance of a building permit. The final twenty-five percent (25%) of the connection fee is due and payable pro rata upon issuance of a certificate of occupancy. If Developer fails to complete payment of the connection fees for the capacity reservation within ten years of initial purchase, the City has the discretion to repurchase any unused capacity from Developer at the initial rate at any time thereafter. If the City does not elect to repurchase the unused capacity from the Developer, the unused capacity shall remain under the control of the Developer until such time as the Developer or a party designated by the Developer shall pay the connection fees for the remaining capacity.

(d) In addition to the water connection fees discussed above, Developer will be responsible for the design, permitting and cost including, but not limited to, the cost of labor, materials, easements, and any other cost for construction of lines from its Property to the City's Water Treatment Plant. All such lines shall be built to the City's specifications and shall be located in the existing public right-of-way.

(e) Developer will not be responsible for the payment of water TIE fees for the Project given Developer's commitment to design, permit and construct the necessary water lines from the Property to the City's WTP.

(f) City agrees to diligently proceed to amend the allocation beyond 2013 in its Water Use Permit ("WUP") from the Southwest Florida Water

Management District ("SWFWMD") to enable the City to provide the Project with sufficient water for the Project at build out. However, Developer understands that no capacity is reserved until the City is paid the first fifty (50%) percent of the water connection fees.

2. Wastewater.

(a) Developer can exercise its right to design and construct the WWTP on the Property as provided for in this agreement or the City can design and construct the WWTP by way of the Developer's payment of Connection Fees. The planned capacity for the WWTP on the Property is projected to be a minimum of 2.1 mgd ADF and in no event shall it be larger than a 12 mgd ADF public access reuse facility. The City or the Developer can exercise its right to build the sub-regional wastewater treatment plant in increments of less than 2.1 mgd ADF of wastewater demand. At build out, the Project is expected to generate approximately 2.1 mgd ADF of wastewater treatment demand. The City and Developer agree to participate, to the extent necessary, in any applications by the City to secure funding for the new WWTP.

(b) Should the City design, permit and construct the WWTP, the Developer shall pay to the City fifty percent (50%) of the prevailing rate for wastewater connection fees upon approval of its first Preliminary Plan or at whatever time the Developer requests capacity reservation, whichever comes first. The payment by the Developer to the City of 50% of the prevailing rate for wastewater connection fees shall establish the rate to be used in the calculation of the payment of the remaining connection fees due and payable to the City, regardless of the point in time that the connection fees are paid. An additional twenty-five percent (25%) of the connection fee

is due and payable pro rata upon issuance of the building permit. The final twenty-five percent (25%) of the connection fee is due and payable pro rata upon issuance of a certificate of occupancy. If Developer fails to complete payment of connection fees for the capacity reservation within ten years of initial purchase, the City has the discretion to repurchase the capacity from Developer at the initial rate at any time thereafter. If the City does not elect to repurchase the unused capacity from the Developer, the unused capacity shall remain under the control of the Developer until such time as the Developer or a party designated by the Developer shall pay the connection fees for the remaining capacity.

(c) In order to proceed with reservation of capacity beyond the approval of the first Preliminary Plan, Developer must pay fifty percent (50%) of the then prevailing wastewater connection reservation fee for the additional units requested. The payment by the Developer to the City of 50% of the prevailing rate for wastewater connection fees shall establish the rate to be used in the calculation of the payment of the remaining connection fees due and payable to the City, regardless of the point in time that the connection fees are paid. An additional twenty-five percent (25%) of the connection fee is due and payable pro rata upon issuance of the building permit. The final twenty-five percent (25%) of the connection fee is due and payable pro rata upon issuance of certificate of occupancy. If Developer fails to complete payment of connection fees for the capacity reservation within ten years of initial purchase, the City has the discretion to repurchase the capacity from Developer at the initial rate at any time thereafter. If the City does not elect to repurchase the unused capacity from the Developer, the unused capacity shall remain under the control of the Developer until

such time as the Developer or a party designated by the Developer shall pay the connection fees for the remaining capacity.

(d) Should the Developer design, permit and construct the WWTP or if Developer elects to fund the cost of the WWTP construction, such actions by Developer shall satisfy the connection fee requirement for the ERC capacity constructed. If Developer requires capacity beyond that constructed or paid for by Developer, Developer shall be required to pay connection fees for the additional capacity at the rate in effect at that time, subject to the terms of this Agreement.

(e) Developer agrees to convey to City and City agrees to accept, the land dedications referenced above in paragraphs I.E.1. (a) and (b) at such point as the City determines it needs title to the land to complete the application for financing, permitting and construction of the wastewater treatment plant, or, if Developer opts to construct the WWTP, after the WWTP is completed. There shall be no wastewater TIE fee for the Project as the Developer is providing land dedication as described in paragraphs I.E.1.(a) and (b) in full satisfaction thereof.

The parties agree that Developer will dedicate land for a Wet Weather Storage Site pursuant to paragraph I.E.1.(b) sufficient to provide area for three days of wet weather storage, sufficient to meet the demands of the Project, plus up to 1.0 mgd of effluent from the Coleman Federal Prison, with treatment to public access reclaimed water standards if the City constructs, owns and operates the WWTP on Developer's Property. In no event shall Developer be responsible for providing more than twenty five (25) acres or for providing wet weather storage area for the ultimate wastewater treatment plant capacity (i.e. greater than 2.1 mgd ADF). City agrees that any other

users of the WWTP on the Property shall be responsible for their own storage area if more than 25 acres are required and that such burden shall not be placed on Developer.

(f) City will be responsible for obtaining any easements necessary to receive the wastewater from the Coleman Federal Prison site, as well as any costs for transmission system design, permitting, construction, operation and maintenance associated with the Coleman Federal Prison wastewater service.

(g) City acknowledges that Developer may have to tie into the wastewater line currently serving the Coleman Federal Prison on a temporary basis until such time that the City constructs the WWTP on the Property or Developer constructs the WWTP on the Property. City will provide Developer with the right of first refusal to tie into the wastewater line currently serving the Coleman Federal Prison, even though such service may be on a temporary basis if there is sufficient capacity to allow such a tie in.

3. **Reuse Water.** The City agrees to provide reuse water service, defined herein to mean non-restricted public access reuse, to the property in the amount that would result from the quantity of wastewater effluent generated by the development:

a) Additional quantities of reuse water, from other projects generating effluent to the "Landstone" WWTP, may be supplied to the property after the City has met its internal needs and its contractual commitments for reuse water in place at the time of approval of this agreement.

b) Developer recognizes that currently there is no reuse capacity available.

c) Recognizing the limited availability of reuse water service, City agrees that Developer can use any existing permitted wells on the Property for irrigation purposes until reuse water capacity is available from the City, at which time Developer agrees to discontinue use of said wells. If a permit is required, irrigation wells shall be required to have a valid Water Use Permit (WUP) from the Southwest Florida Water Management District (SWFWMD).

d) City agrees that the Property shall not be used for reuse water and storage capabilities of other developments other than the Developer.

e) Reuse water capacity, as defined above, is herein reserved by the Developer through agreement with the City based on the rules and regulations in effect in the City and Developer shall be treated in the same manner as other similarly situated owners of property located within the City.

f) Developer agrees to pay the rate in place per City Ordinances for all reuse water services the Project consumes. City acknowledges the Developer will not pay any TIE fees for reuse water and is therefore required to construct all reuse mains necessary for delivery of reuse to the project. Developer will be responsible for reuse lines within the project.

C. Potable Water Capacity

The City's existing infrastructure is designed to accommodate peak user demand plus fire flow capacities of 500 gallons per minute for residential uses and 1,500 gallons per minute for commercial uses. The City agrees that it will provide the Project with

service levels in accordance with City laws and regulations. In the event development of the Project creates a need for enhanced fire flow volumes and pressures above these standards, Developer will be required to pay for any improvements needed to supplement the existing potable water delivery. City agrees that Developer shall be entitled to impact fee credits for any improvements required under this paragraph if said improvements benefit the water pressure available to the city water system as a whole that are required by the City and subject to a City impact fee related to utilities.

D. Connection Fees.

1. If connection fees (both water and wastewater) are to be paid by Developer, they shall be calculated according to the rate schedule adopted by the City at the time the Developer reserves capacity.

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

(a) The Developer must complete the applicable Connection Fee and Reuse Utility forms.

(b) The City must approve the Connection Fee and Reuse Utility forms.

(c) The Developer and the City must both execute the water and wastewater ERU availability schedule form.

(d) This Agreement must be fully executed.

3. Capacity is reserved for a particular location and pre-supposes that the City will be prepared to serve that capacity according to the agreed upon availability schedule at that location and no other.

4. Developer may not transfer any water or wastewater capacity reserved without written notice to the City. As Developer develops the property and sells parcels to third parties, such sales shall not be deemed a transfer requiring notice to the City.

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

E. **Default**

1. Should Developer be in default of this Agreement, it is agreed that the City shall have the right to exercise any of the following sanctions or penalties:

(a) There shall be an interest penalty equal to the maximum rate allowed by Florida State Law on any payments due to City from Developer which are not paid. The penalty, when applicable, shall accrue from the due date of payment as provided in this Agreement. The rate of interest shall be established by Resolution of the City.

(b) All capacity purchased by Developer under this Agreement shall revert back to City upon default by Developer and Developer forfeits all claim to reimbursement of the monies paid to City for connection fees. Given the long-term nature of the build out of the Project, Developer shall not be held liable or subject to a default due to the failure of subsequent purchasers or owners of some or all of the Property. However, if there is a default by Developer, City shall provide developer with written notice of the default and Developer shall have 30 days to cure the default. If the default is not cured within 30 days, the capacity shall automatically revert to City.

However, if the default is caused by events outside of Developer's control, Developer shall have an additional 30 days.

(c) The City shall be entitled to lien the Property and foreclose the lien in satisfaction of any payments due under this Agreement.

(d) City shall be entitled to any other remedy at law and failure to exercise any remedy shall not constitute a waiver of said remedy.

F. Easement, Bill of Sale, Bond or Any Portions of Water and Wastewater Systems to be Transferred to City.

If Developer and the City agree that City will accept some portion of the mainlines and/or lift stations placed on the property by Developer, no later than the time of completion, approval and acceptance of the work required to be done, Developer shall, without cost to the City:

1. Convey to City and its successors and assigns, by good and sufficient easement deed, in a form satisfactory to City a perpetual right, easement and privilege to operate, maintain, repair or replace all such accepted wastewater mainlines (from manhole to manhole): reuse water (if applicable) mainline; pumps and lift stations; water mains and pipes to meters and meters (hereinafter water and wastewater transmission facility) within granted easements upon the property in connection with supplying water, wastewater and reuse (if applicable) service to the inhabitants, occupants and customers in Developer's Property and secure from each mortgagee and lienor a release of mortgagee's and lienors' interest in the easement and fixtures thereon for so long as the easement is used for the operation, maintenance, repair or replacement of water and wastewater mains, pipes, connections, pumps and

meters within the easement including any other easement necessary to allow the City to provide the service contemplated by this agreement to Developer. Developer retains all rights not inconsistent with City's right to use easements; and,

2. Transfer to City by Bill of Sale Absolute all Developer's right, title and interest in and to any water and wastewater transmission facilities transferred to the City under this Agreement; and,

3. For any portion of the system transferred to the City under this Agreement, furnish the City with an Affidavit that all persons, firms or corporations who furnished labor or materials used directly or indirectly in the prosecution of the work required to be performed by this Agreement have been paid, or in the event of a dispute between the Developer and a contractor or sub-contractor, furnish the City with a bond in the amount in dispute and in a form acceptable to the City; and,

4. For any portion of the system transferred to the City under this Agreement, Developer shall maintain accurate cost records establishing the construction costs of all utility facilities constructed by Developer and proposed to be transferred to the City. Construction costs shall be defined to include permitting, design and legal costs incurred in the construction of the utility facility, as well as the cost of actual construction. Such cost information shall be prerequisite for the acceptance by City of the portion of the water distribution and wastewater collection system constructed by Developer; and,

5. For any portion of the system transferred to the City under this Agreement, Developer shall furnish the City with a satisfactory surety bond or letter of credit in the amount of fifty percent (50%) of the cost of the work, in a form acceptable

to the City, guaranteeing all work installed pursuant to this Agreement which is transferred to the City pursuant to this Agreement against defects in materials, equipment or construction for a period of one (1) year from date of acceptance by the City.

G. Developer's Responsibility After Connection to City's Water and Wastewater System.

After connection to City's water and wastewater systems:

1. Developer shall be responsible for all wastewater lines on Developer's side of the point of connection to the City's wastewater system, unless, as stated above, the City has accepted maintenance of said lines.

2. The Developer shall be responsible for all water distribution lines from the Developer's side of the water meter (point of connection), unless, as stated above, the City has accepted maintenance of said lines.

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

PART IV. CITY'S OBLIGATIONS

A. The City shall provide potable water, wastewater and reuse water services to the Property, as and when available or reserved, and as set forth herein in more detail. City agrees to continue working to ensure it has the capacity to provide for build out of the Project in a timely manner, so as to accommodate the projected development schedule of the Project. The City will provide water, wastewater and reuse water services as indicated in this Agreement, its ordinances and resolutions and other public records.

B. In the event that any of the infrastructure improvements for water, wastewater and/or reuse water discussed herein are not already contained in the City's Capital Improvements Plan, the City agrees to amend its Capital Improvement Plan to include the infrastructure improvements, during its next scheduled update cycle, as applicable.

C. When, at no cost to City,

(1) the water distribution and wastewater collection and reuse systems have been satisfactorily installed, inspected, tested and approved and certified in writing by Developer's engineer, with the City, or its authorized representative;

(2) Developer has satisfied the conditions of this Agreement; and

(3) the City's authorized representative has inspected the constructed facilities, permitting documents and construction "as-built" drawings, and received five (5) sets of completed "as-built" drawings, then the City shall thereafter connect the water distribution system, and wastewater collection systems within granted easements upon Developer's Property to the City's water and wastewater system and the mainlines and lift stations will be transferred to the City. The City shall have at least thirty (30) days from completion of construction to review drawings and constructed facilities.

D. The City shall provide all water, wastewater and reuse water to the Property. Given the long term nature of the Project, the Developer requests the right to discuss at some time in the future the ability for the Developer to provide wastewater and reuse water to the site. The City has the right to review said request and either deny or approve said request.

PART V. COMMUNITY DEVELOPMENT DISTRICT

The parties acknowledge that Developer may seek the establishment of an independent community development district ("CDD"), under Chapter 190, Florida Statutes.

A. The City agrees that CDDs are an acceptable alternative way to provide infrastructure to developing areas such as the Property. The City agrees that if one or more community development districts are established over the Property, the CDD(s) may finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain projects, systems and facilities for the purposes set forth in Section 190.012, Florida Statutes, including but not limited to, any obligation or requirement of development approval for the Property, whether on site or offsite.

B. The City agrees that if the Developer is required to provide, pay for or otherwise cause to be provided infrastructure, schools, projects, systems or facilities set forth in Chapter 190, Florida Statutes including, without limitation, those in Section 190.012(1) and (2), then a CDD may independently satisfy such obligations.

C. Developer acknowledges that City will be the sole provider of all water, wastewater and reuse water provided that Developer has received reasonable assurances the City has the capacity and ability to serve the Project. The Property will also be subject to all applicable City or other government entity imposed impact fees and/or impact fee credits.

PART VI. MUTUAL COVENANTS

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

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

1. Assignment shall be done in writing in the same formality as this Agreement.

2. City shall be a party of said assignment and shall not withhold approval of assignment unreasonably.

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

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

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

D. City shall have the right to promulgate from time to time reasonable rules and regulations relating to the furnishing of water service and wastewater collection service to consumers within the Property encompassed by this Agreement. Such rules

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

E. City shall not be liable or responsible for maintenance or operation of any pipes, pipelines, valves, fixtures or equipment on any of the properties of the customers, consumers or users on Developer's Property other than the water service lines and wastewater collection system accepted for maintenance by the City and located within granted easements to City pursuant to this Agreement.

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

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

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

1. All wastewater lines, service lines, connections and necessary fixtures and equipment on the premises occupied by said consumer, and within the lateral lines from the main line to the lot occupied by the consumer in good order and condition. A "Clean-out" for the wastewater lateral shall be at the Property or easement line. The "clean-out" is for inspection purposes only; and

2. Water lines, connections and necessary fixtures on the consumers side of the water meter in good order and condition. The sale of water by City to the consumer shall occur at the consumer's side of the entire meter installation, but the obligation for the maintenance of the lines shall be set forth above and in applicable City regulations.

I. No water from City's water distribution system shall be used or disbursed by Developer or his agents, through fire hydrants or water mains, or by any person, firm, corporation or agency, public or private, unless adequate provisions have first been made for compensating City for such water, as provided for within the City's Ordinance.

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

K. If any section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent

jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

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

M. It is mutually agreed that the City shall be held harmless from any and all liability for damages if City's obligations under this Agreement cannot be fulfilled as a result of any ruling or order by any other governmental or regulatory agency having jurisdiction over the subject matter hereof; and in such event, this Agreement shall be null and void and unenforceable by either party regarding that portion of the Developer's Property for which City cannot perform its obligations.

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

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

P. Except for the Amended and Restated Development Order, all prior Developer Agreements or Agreements pertaining to the supply of water and wastewater service affecting the Property are hereby cancelled and declared of no force and effect upon that Property which is the subject matter of this Agreement.

PART VII. NOTICE

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

CITY OF WILDWOOD

City of Wildwood
100 N. Main Street
Wildwood, Florida 32786
Attn: City Manager

WITH A COPY TO

Jerri A. Blair, Esq.
JERRI A. BLAIR, P.A.
P.O. Box 130
Tavares, FL 32778

FOR THE DEVELOPER

Landstone-Wright, LLC
c/o Hearthstone, Inc.
24151 Ventura Blvd.
Calabasas, CA 91302
Attn: Steven C. Porath, Esq.

WITH A COPY TO

Akerman Senterfitt
c/o Cecelia Bonifay, Esq.
420 S. Orange Avenue, Suite 1200
Orlando, FL 32801

WITH A COPY TO

Chuck Piper
13506 Summerport Village Parkway
Windermere, FL 34786

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

PART VIII. ADDITIONAL PROVISIONS

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

B. Exhibits

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

EXHIBIT "A" - Legal description of the Property.

EXHIBIT "B" – Land Dedications.

Remainder of this page intentionally left blank.

IN WITNESS WHEREOF, authorized representatives of each of the Parties have executed this Agreement and such Agreement is to be effective as of the date of execution by the City set forth below.

Signed, sealed and delivered in the presence of:

WITNESS

WITNESS

CITY OF WILDWOOD

BY:

Ed Wolf
Mayor

ATTEST

Joseph Jacobs, City Clerk
Date: _____

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____ 2012, by Ed Wolf, Mayor of the **City of Wildwood**, who has produced _____ as identification or is personally known to me.

Notary Public, State of Florida
Commission #
My Commission Expires:

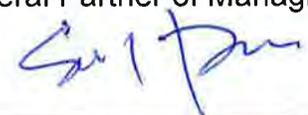
(Additional signature and acknowledgement appears on the following page.)

LANDSTONE-WRIGHT, LLC,
a Delaware limited liability company

By: **Hearthstone Path of Growth Fund, LLC**
a Delaware limited liability company
Member

By: **Hearthstone Professionals XII, LP,**
a California limited partnership,
Managing Member

By: **Hearthstone, Inc.**
a California corporation
General Partner of Managing Member

By: 
Steven C. Porath
Vice President and General Counsel

State of CALIFORNIA

County of LOS ANGELES

On OCT 16, 2013 before me, Cheryl Studley, Notary Public, personally appeared STEVEN C. PORATH of **Hearthstone, Inc.**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as the authorized representative of **LANDSTONE-WRIGHT, LLC**, on behalf of the corporation.

I certify under PENALTY OF PERJURY UNDER THE LAWS OF THE State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.




Notary Public, State of CALIFORNIA
Commission # 2040221
My Commission Expires: 10/3/17

THIS LEASE

This lease is entered into this _____ day of _____, A.D., 2013, by and between the City of Wildwood, herein called the lessor, and Dodd McDowell, DM7 Cattle Company, herein called the lessee. The parties agree as follows:

1. In consideration of the covenants herein contained on the part of the said lessee to be kept and performed, the said lessor does hereby lease to the said lessee that portion of the property described in the attached Exhibit "A" that is: (a) not currently and has not been used by the City in operation or maintenance of its rapid infiltration basins which are also located on the front portion of the property described in Exhibit "A"; and, (b) that portion of the property that has been leased by the City to AT&T for a cell tower on a portion of the property described in Exhibit "A".

2. The term of this lease shall be twelve (12) months from the 11th day of November A.D., 2013.

3. And the said lessee covenants with the said lessor to pay the rent in an annual payment of \$1248.00 on the 11th day of November, 2013; to make no unlawful, improper or offensive use of the premises; not to assign this lease or to sublet any part of said premises without the written consent of the lessor; not to use said premises for any other purpose than for grazing cattle; to bring the fencing up to the standard necessary to contain cattle on the property, said initial cost to go against the lease payment, and to be responsible for the cost of any on-going required fencing maintenance; to cooperate to allow AT&T access to build and maintain a cell tower; and to quit and deliver up said premises at the end of said term in good condition as they are now (ordinary wear and decay damage by the elements only expected).

4. The said lessee hereby covenants and agrees that if default shall be made in

the payment of the rent as aforesaid, or if the said lessee shall violate any of the covenants of the lease, then said lessee shall become tenant at sufferance, hereby waiving all right of notice, and the lessor shall be entitled immediately to re-enter and retake possession of the demised premises.

5. Lessee further covenants and agrees that: (a) he/she shall be responsible for all maintenance of the fence and that the fence shall be maintained at all times in a manner that will assure that any animal placed on the property will be contained; (b) that the number of cattle on the property shall not exceed seventy-five (75) at any point in time; (c) that Lessee shall install a new gate to be approved by Lessor on CR121 and shall use only this gate; and (d) Lessee shall not use CR122 for egress to the property.

6. Lessee further covenants to indemnify and hold harmless the City of Wildwood for any claims, suits, actions, damages, liability, and expense in connection with loss of life, bodily or personal injury or property damage brought against the City of Wildwood arising from or out of, or occasioned wholly or in part by lessee's use of the subject property, including, but not limited to, any claim by any person for property or personal injury damage.

7. Lessee further covenants that in the event of default, Lessor shall recover all additional rent, special damages, costs and attorney's fees incurred by it as a result of the default by Lessee.

8. Lessee further agrees and covenants that either party may terminate this agreement without cause within thirty (30) days written notice to the other party.

9. Lessee understands and agrees that the fee simple interest in the property that is being leased is exempt from ad valorem taxation but that the leasehold interest that is being leased by the lessee may be subject to ad valorem taxation. Lessee agrees that if a tax is due

because of the use of the property by lessee, lessee will pay the tax.

Witness our hands and seals this _____ day of _____, 2013.

Signed and sealed and Delivered in the presence of:

City of Wildwood

Witness signature

By: Mayor Ed Wolf

Attest: _____

Joseph Jacobs, City Clerk

DM7 Cattle Company

Witness Signature

By: Dodd McDowell

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this _____ day of _____
2013, by _____ who is personally known to me or who has produced _____
_____ as identification and who did (did not) take an oath.

Notary Public

Printed Name: _____

Commission No: _____

Expiration Date: _____

That portion of the North half (N1/2) of Section 29, Township 18 South, Range 23 East, in Sumter County, Florida, lying East of the CSX (formerly S.C.L.) Railroad right of way, more particularly described as follows:

Commence at the Northeast corner of said Section 29, thence run North 89°51'03" West along the North line of said Section 29 a distance of 2587.34 feet; thence run South 00°00'44" East 25.00 feet to the Northwest corner of Lot 55, Lake Miona Heights an unrecorded subdivision and the Point of Beginning; thence continue South 00°00'44" East along the West line of Lots 55, 56, and 65, of aforesaid Lake Miona Heights, a distance of 596.00 feet to the Southwest corner of Lot 65 of aforesaid Lake Miona Heights; thence run North 89°51'03" West 40.00 feet to the Northwest corner of Lot 102, of said Lake Miona Heights, thence run South 00°00'44" East 170.00 feet to the Southwest corner of Lot 102, of said Lake Miona Heights, thence run South 89°51'03" East 76.35 feet, thence run South 00°01'48" West 225.00 feet to the Southwest corner of Lot 107, of Lake Miona Heights, thence run South 89°51'03" East along the South line of Lots 107, 108, 109, 110, 111, 82 and 83, a distance of 748.10 feet to the Northwest corner of Lot 112, of said Lake Miona Heights, thence run South 00°01'48" West a distance of 175.00 feet to the Southwest corner of said Lot 112, thence run South 89°51'03" East 58.10 feet, thence run South 00°01'48" West 225.00 feet to the Southwest corner of Lot 137, of said Lake Miona Heights, thence run South 89°51'03" East along the south line of said Lake Miona Heights 1560.00 feet to the Southeast corner of Lot 125, of said Lake Miona Heights, thence run South 00°01'48" West 175.00 feet to the Southwest corner of Lot 101, of said lake Miona Heights, thence run South 89°51'03" East along the south line of said Lot 101, a distance of 131.68 feet; thence run South 00°06'40" East 225.17 feet; thence run North 89°12'39" West 2558.36 feet; thence run South 00°27'27" West 850.67 feet to a point on the north line of Fox Hollow Phase 2 according to the plat thereof as recorded in plat book 6 at pages 1 and 1B, public records of Sumter County, Florida; thence run North 89°48'39" West along aforementioned north line a distance of 670.94 feet to a point on the east line of CSX (formerly S.C.L.) Railroad right of way; thence run in a northeast direction along aforementioned east right of way a distance of 2682 feet more or less to a point on the south right of way of County Road Number 114; thence run South 89°51'03" East 89 feet more or less to the point of beginning.

Containing 52.6 acres more or less.

EXHIBIT "A"

JASON - Please call Gwen

Gwendolyn Lewis-Brown & Lisa Stokes

RE: Annual Christmas Extravaganza

October 25, 2013

To Whom It May Concern:

We are writing this letter to request the use of the Martin Luther King Park on December 21, 2013 for our annual Christmas Extravaganza & Bike give away. This event will include food, games, prizes, entertainment, etc. We have this event each year to bring everyone in the community together for a fun filled, event spreading the spirit of giving during the Christmas season. A donation is not requested, but would be greatly appreciated. As always we will be responsible for any and all clean-up after the event. If any additional information is needed,

Please contact Gwen at 352-461-4648 or Lisa 352-303-8753

Date: December 21, 2013

Time: 9am-5pm

Place: Martin Luther King Park

Thank you in advance,

Sherron Austin For Gwendolyn Lewis Brown



REC'D 11/5/13
DATE
EXECUTIVE DEPT. Jsm

TO: City of Wildwood

The Food Ministry of BW City Ministries is part of an outreach ministry that provide needed food for the less fortunate. We would like to be a greater blessing this holiday season. The Ministry would like to provide a turkey to as many less fortunate families as possible.

We are requesting the *Use of the Gazebo and Parking area by City Hall, for our Annual Holiday Turkey Drive Give Away.*

The date of this event will be held on Saturday November 23rd , 2013 at 8 A.M

If you need additional information please contact our ministry at (352)330-1633 or you may feel free to contact Kim Jones @ (352) 484-5495 or (Fax) 352-330-1633

Kim Jones (Director of food Ministry)

Pastor Tony L. Jones, Sr (Senior Pastor)

WILDWOOD COMMUNITY DEVELOPMENT CENTER, INC.

November 4, 2013

Mr. Jason Wheeler
Parks & Recreation Coordinator
City Hall
100 North Main Street
Wildwood, FL 34785

Re: Dr. Martin Luther King Parade & Park Program

Dear Mr. Wheeler:

We request permission to host the Dr. Martin Luther King, Jr. Parade as per the attached map. The parade event is intended to be held on January 20, 2014 starting at 11:00 am at the MLK Building in Wildwood and will conclude with a program at MLK Park lasting until 7:00 pm that will include entertainment, rides, a bounce house, food and drinks.

Also enclosed are the following:

1. MLK Pavilion Restroom/Facility Use Application.
2. MLK Park Pavilion & Restrooms Indemnification Form.
3. Rules for Use of MLK Park Property, together with a copy of our advertisement.
4. A drawing of the park set up.
5. Also enclosed is a copy of a letter from the IRS acknowledging receipt of our application for exemption. A telephone discussion today with Mr. Cordell, ID #1000196899 of the IRS indicates that our exemption was approved on October 25, 2013. A letter from the IRS confirming approval is expected to be forwarded to us in the next two weeks. Please also note that while the government was shut down earlier this year, the IRS was also closed.

If you have any questions or require additional information, please contact me by phone at 352-748-7770 or email at peacemakerone@earthlink.net.

Sincerely,



Sam Saleem,
Vice-President

Enclosures

Bing Maps



101 Dr Martin Luther King Jr Ave, Wildwood, FL 34785-3902



NE 69th Rd & County Road 213, Wildwood, FL 34785

My Notes

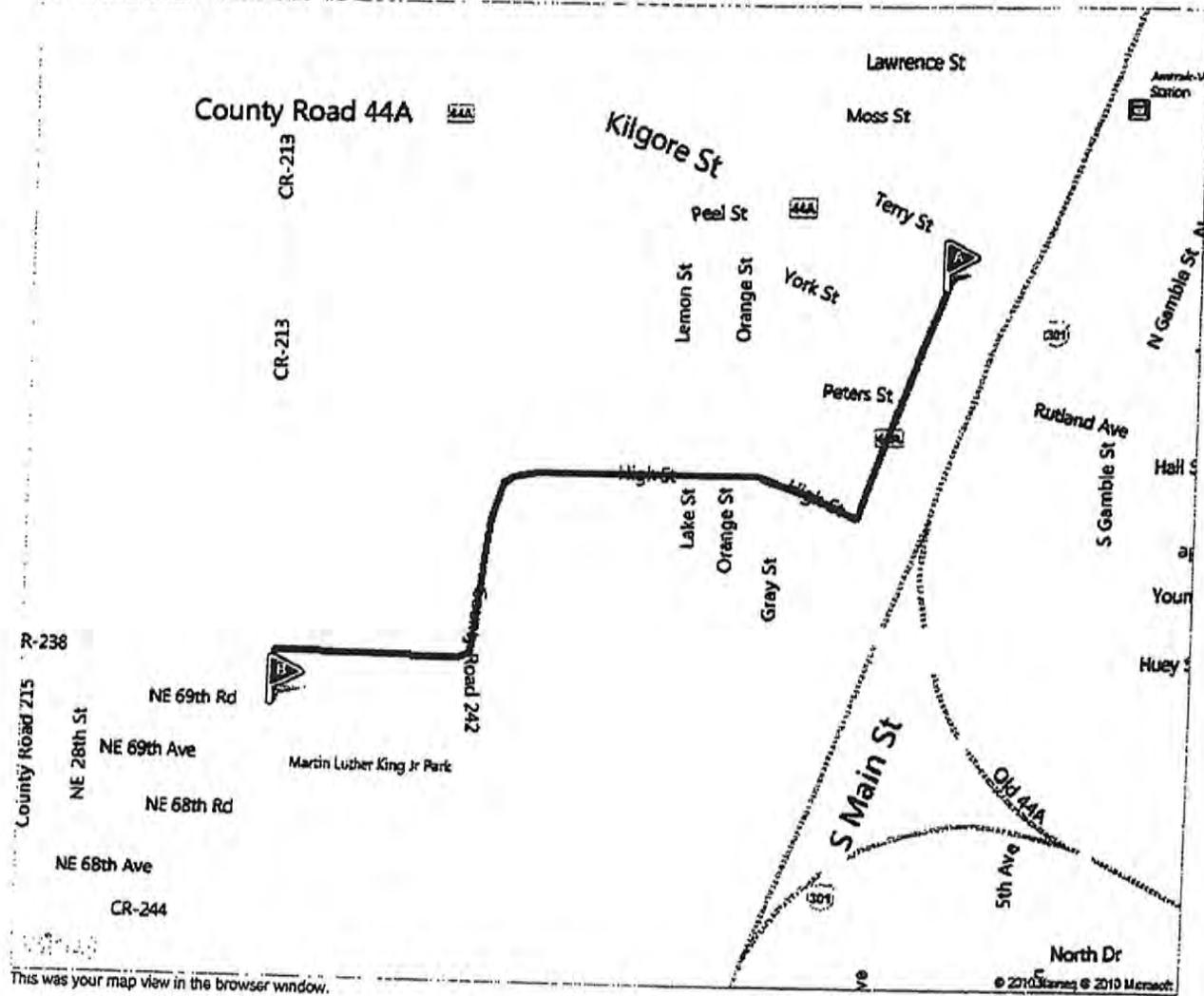
Route: 1.0 mi, 4 min

FREE! Use **Bing 411** to find movies, businesses & more: **800-BING-411**

	101 Dr Martin Luther King Jr Ave, Wildwood, FL 34785-3902	A-B: 1.0 mi 4 min
	1. Depart Dr Martin Luther King Jr Ave / CR-44A toward York St	0.2 mi
	2. Turn right onto High St	0.4 mi
	3. Bear left onto County Road 242	0.2 mi
	4. Bear right onto County Road 238	0.2 mi
	5. Turn left onto County Road 213 / Walker Rd	0.0 mi
	6. Arrive at NE 69th Rd & County Road 213, Wildwood, FL 34785 <i>The last intersection is County Road 238</i>	0.0 mi

These directions are subject to the Microsoft® Service Agreement and for informational purposes only. No guarantee is made regarding their completeness or accuracy. Construction projects, traffic, or other events may cause actual conditions to differ from these results. Map and traffic data © 2010 NAVTEQ™.

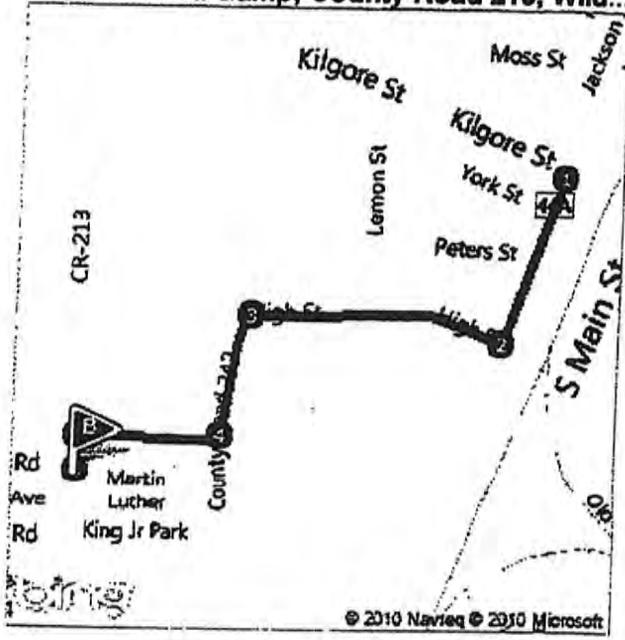
Route: 1.0 mi, 4 min



A: 101 Dr Martin Luther King Jr Ave, Wildwoo...



B: NE 69th Rd & County Road 213, Wild...



City of Wildwood
Parks & Recreation Department
100 N. Main Street
Wildwood, FL 34785

Phone: (352) 330-1330 Ext: 123
Fax: (352) 330-1338
Emergency: (352) 330-1355
Wildwood Police Department

MARTIN LUTHER KING PARK
PAVILION RESTROOM / FACILITY USE APPLICATION

APPLICANT MUST BE 21 YEARS OF AGE OR OLDER

Please complete this application and return w/ALL appropriate
Deposits in person (7) working days prior to event date requested.

Name
Of Applicant Wildwood Community Development Center, Inc.

Mailing Address P.O. Box 738 Physical
City/State/Zip Code: Wildwood, FL 34785 Address: 802 High St., Wildwood, FL 34785

Phone Phone Phone Fax: 352-748-7773
(Day): 352-748-7770 (Night): 917-575-8960 (Cell): 917-575-8960

Contact 1 Phone Phone
(Other than applicant): Sam Saleem (Day): 352-748-7770 (Night): 917-575-8960

Contact 2 Robert Charles Hannah Phone Phone
(Day): 352-399-1336 (Night): 352-399-1336

Date Requested: 01-20-2014 Day Of Week: Monday Start & End Time Requested: 9:00 AM
(Include setup/cleanup time): to 7:00 PM

Please check all options below that describe the event:

- Baby/Bridal Shower Birthday Party Family Gathering/Reunion
 Other: MLK Parade & Park Program Anticipated Attendance: # 300 to # 500
(Minimum to maximum)

PLEASE NOTE:

LIGHTS AND ELECTRIC NOT AVAILABLE. HOURS OF OPERATION: DAWN TILL DUSK.

FOR OFFICE USE ONLY

Date Approved: _____

Start & End Time Approved: _____

(Include setup/cleanup time): to _____ PM

Reason: _____

Parks & Recreational Coordinator: _____ Date: _____

cc: Applicant:
Public Works Director
Wildwood Police Department

**CITY OF WILDWOOD – MARTIN LUTHER KING PARK
PAVILION & RESTROOMS
INDEMNIFICATION FORM**

I/We, understand this agreement is intended for residents, who reside within the City limits of the City of Wildwood or who pay taxes to the City for the development and maintenance of this facility. Use of this facility by others is at random and subservient to (and shall not interfere with) the usage booked through the acceptance of this application. I / We, fully understand that completion/submittal of this application does not confirm my request. Applicants are responsible for the conduct and actions of their guests in and around the facility, to include prohibiting the use of alcohol, profane or obscene language, loud music, rowdy or inappropriate behavior and may not interfere with those utilizing other City facilities or residing nearby. In addition, I / We, understand that ALL requests are subject to staff approval and upon review, you will be notified by a designated staff member regarding the status of this request and whether or not there is any additional information, rental fees and/or deposits required to complete the applicants Facility Use Application. Deposits must be paid at the time the Facility Use Application has been approved and applicant is notified of approval. Keys shall be issued to the facility (2) days prior to the event, excluding Sundays or official City holidays. I also acknowledge that I have received a copy, read, understand and fully agree to all of the items and terms outlined in the Facility Usage Agreement, including how to proceed in the event of any emergencies needing immediate attention during my event. I further affirm that the information contained in this application is true and correct to the best of my knowledge. If there are problems please contact the Wildwood Police Department at 352/ 330-1355 or in the event of an emergency dial 911.

Wildwood Community Development Center, Inc.

Signature of Applicant; by: *Samuel Salomon* Date: 11/4/2013

Drivers, License: # S450-780-44-135-0 Exp.Date: 04-15-2021

If the applicant does not have a driver's license some other form of verifiable

Deposit/Cleaning Deposit: \$25.00 payable in cash upon approval of the Facility Use Application. Deposit is refundable following a favorable inspection after each use/event. 100% of the Deposit may be retained for cleaning and damages to facilities. Additional fees may be charged if cleaning and damage estimates exceed \$25.00.

To All Users: This facility is owned and operated by the taxpayers of the City of Wildwood, they bought this land, developed this park and paid for it's daily maintenance. Please treat it with the respect it deserves. If these facilities are abused they maybe moved to another location in the city.

Do you live in(Yes/No) AND/OR pay taxes (Yes/No) to the City of Wildwood?

RULES FOR USE OF MARTIN LUTHER KING, JR., PARK PROPERTY

The following actions or activities are specifically prohibited (this list is not intended to be all inclusive).

- 1) Any use of beer or alcoholic beverages
- 2) Any use of illegal drugs
- 3) Any use of profane language
- 4) Loud or boisterous conduct which exceeds normal acceptable standards of good behavior
- 5) Fighting or wrestling on city property
- 6) Excessive arguing with other individuals
- 7) Littering on public grounds or rights-of-way
- 8) Any activity which is potentially harmful to the health, safety, or welfare of others
- 9) Any activity which is harmful or potentially harmful to city property

I/WE, have received a copy of the Rules for Use of Martin Luther King, Jr., Park property and understand it. We do hereby assume responsibility for the Park and City property, and agree to abide by all rules and regulations of Martin Luther King, Jr., Park property, City of Wildwood, and State of Florida

I/WE, understand that the information concerning the type of event and the intended use of Martin Luther King, Jr., Park along with all of the other information provided in the use agreement is material to the City's agreement to allow use of Martin Luther King, Jr., Park for the planned event.

I/WE, further understand that the agreement is subject to cancellation if I/WE have provided inaccurate or fraudulent information concerning the planned use of the Martin Luther King, Jr., Park .

I/WE, have provided a copy of the advertisement, invitation, etc. for this event (if there is an advertisement/invitation, it must be provided):

YES NO

Wildwood Community Development Center, Inc.

By: *[Signature]* VP 11/4/13
Signature of User Date

[Signature]
Witness

S450-780-44-135-0
Driver's License No.

352-748-7770
Phone No.

Signature of User Date

Witness

Driver's License No.

Phone No.

PARK CONDITION VERIFICATION – BEFORE USE

CURRENT DATE: _____ DAY(S) OF PARK USE: _____

HOURS OF USE: From _____ to _____ USE OF LIGHTS: YES _____ NO _____

ANY NOTED PROBLEMS: _____

EMPLOYEE VERIFYING CONDITION OF FIELD BEFORE USE:

EMPLOYEE (Print Name)

EMPLOYEE (Signature)

PARK CONDITION VERIFICATION – AFTER USE

CURRENT DATE: _____ DAY(S) OF PARK USE: _____

HOURS OF USE: From _____ to _____ USE OF LIGHTS: YES _____ NO _____

ANY NOTED PROBLEMS: _____

EMPLOYEE VERIFYING CONDITION OF FIELD AFTER USE:

EMPLOYEE (Print Name)

EMPLOYEE (Signature)

UTILITY TECH: PROVIDE COPIES OF BOTH SIDES OF DOCUMENT TO:

1. RENTER
2. PUBLIC WORKS DEPARTMENT
3. WILDWOOD POLICE DEPARTMENT

POLICE DEPARTMENT/PUBLIC WORKS DEPARTMENT: RETURN COPY WITH YOUR ORIGINAL SIGNATURE TO:

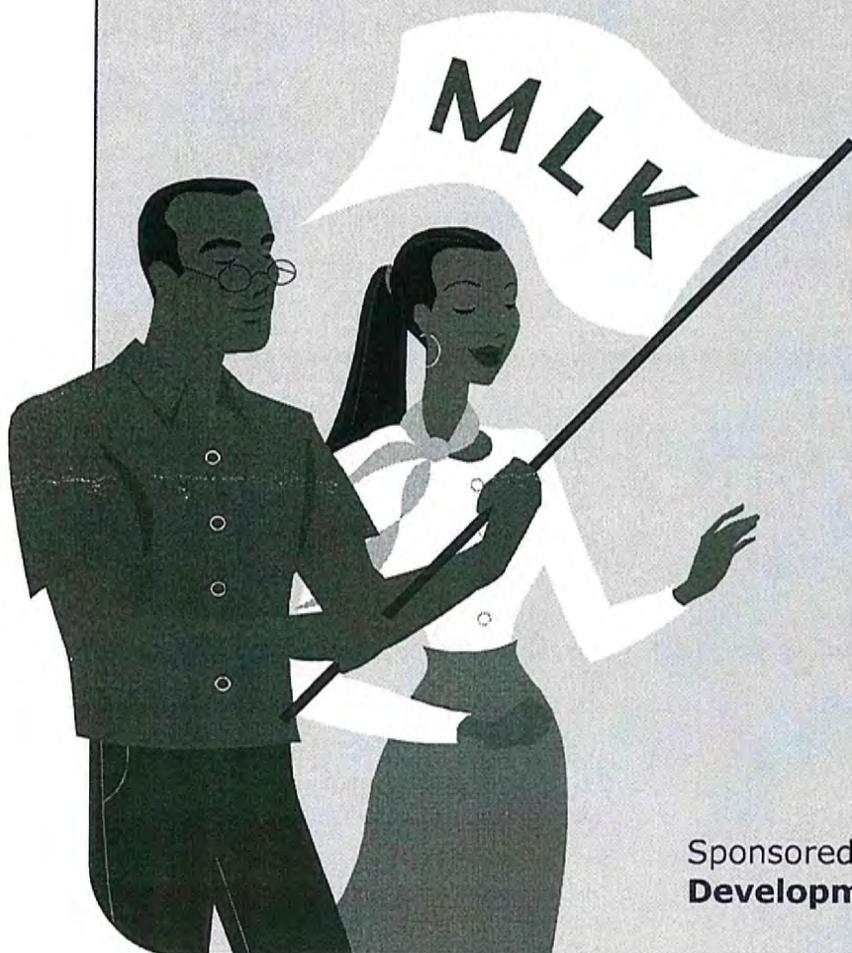
1. UTILITY BILLING DEPARTMENT AT CITY HALL

Wildwood Community Development Center, Inc.

Presents

Dr. Martin Luther King, Jr.

Celebration Weekend
January 18 & 20, 2014



Saturday, 1-18-2014,

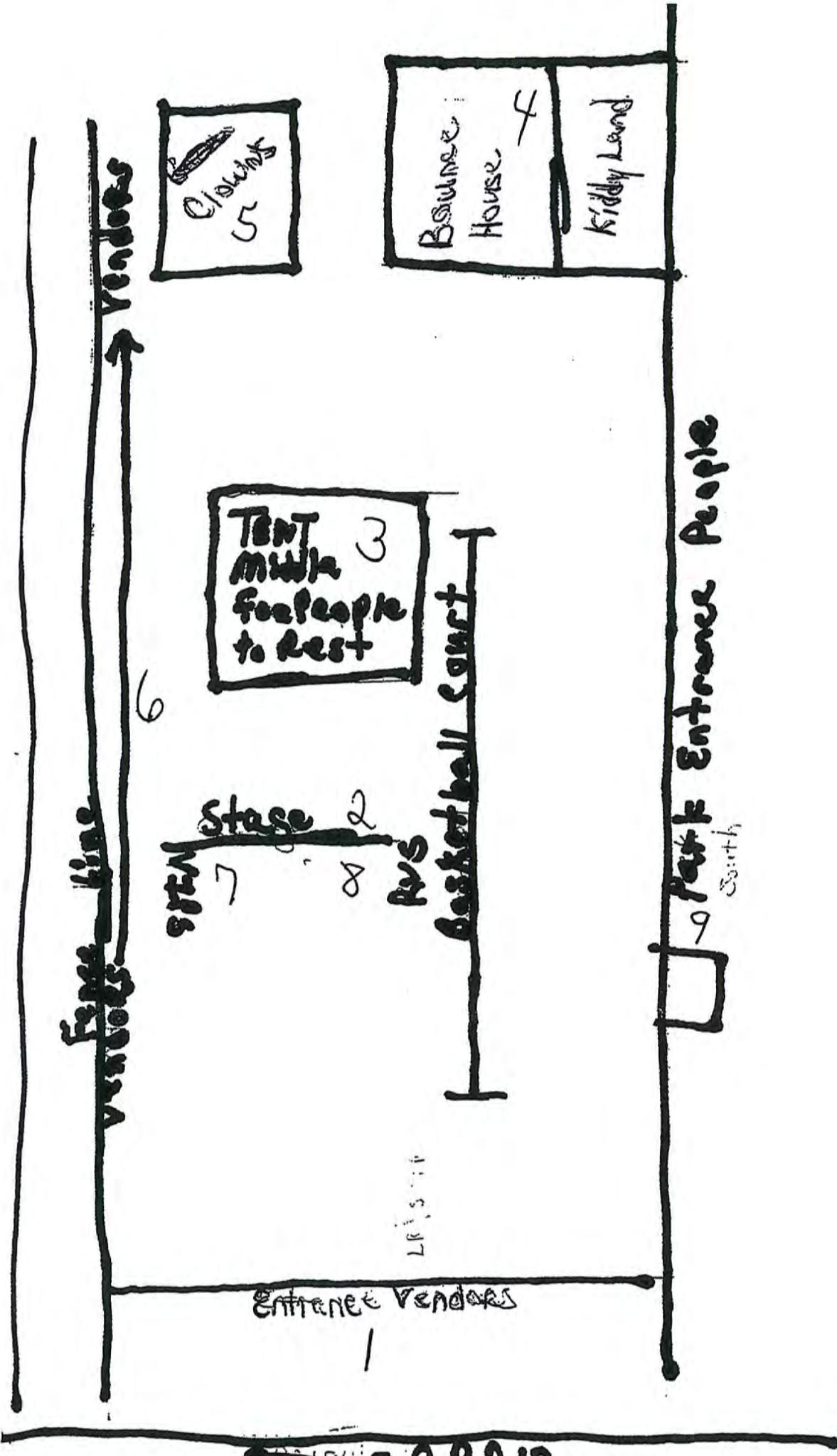
6:00 pm, MLK Gospel Celebration featuring various talented artists and groups in our local communities, Piney Grove Baptist Church.

Monday, 1-20-2014,

MLK March & Parade, 11:00 am. Starts at MLK Bldg. and ends at MLK Park with program beginning at 12:00 noon. Entertainment-Bounce House-Rides-Food-Drinks.

Sponsored by **Wildwood Community Development Center, Inc.**

Robert Hannah, President
352-399-1336



P.O. BOX 2508
CINCINNATI OH 45201

In reply refer to: 999999999
May 31, 2013 LTR 3367C S0
32-0322136 000000 00
00033560
BODC: TE

WILDWOOD COMMUNITY DEVELOPMENT
CENTER INC
C/O SAM SALEEM
PO BOX 738
WILDWOOD FL 34785



031309

Employer Identification Number: 32-0322136
Tax Form: 1023
Document Locator Number: 17053-128-35400-3
For assistance, call: 1-877-829-5500

Dear Applicant,

We received your application for exemption from Federal income tax and your user fee payment.

During the initial review process, applications for exemption are separated into three groups:

1. Those that can be processed immediately based on information submitted,
2. Those that need minor additional information to be resolved, and
3. Those that require additional development.

If your application falls in the first group or second group, you will receive your determination letter stating that you are exempt from Federal income tax or a request for information via phone, fax, or letter. If your application falls within the third group, you will be contacted when your application has been assigned to an Exempt Organizations specialist for technical review. You can expect to be contacted within approximately 90 days from the date of this notice.

IRS does not issue "tax exempt numbers" or "tax exempt certificates" for state or local sales or income taxes. If you need exemption from these taxes, contact your state or local tax offices.

General information about the application process and tax-exemption can be found by visiting our website, www.irs.gov/eo. If you are unable to locate the information needed, you may call our toll free number shown above Monday through Friday. When communicating with us, please refer to the employer identification number and document locator number shown above.

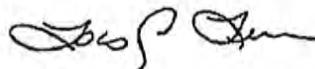
Sign up for Exempt Organizations' EO Update, a regular e-mail newsletter that highlights new information posted on the Charities pages of irs.gov. To subscribe, go to www.irs.gov/eo and click on "EO Newsletter."

9999999999
May 31, 2013 LTR 3367C S0
32-0322136 000000 00
00033561

WILDWOOD COMMUNITY DEVELOPMENT
CENTER INC
C/O SAM SALEEM
PO BOX 738
WILDWOOD FL 34785

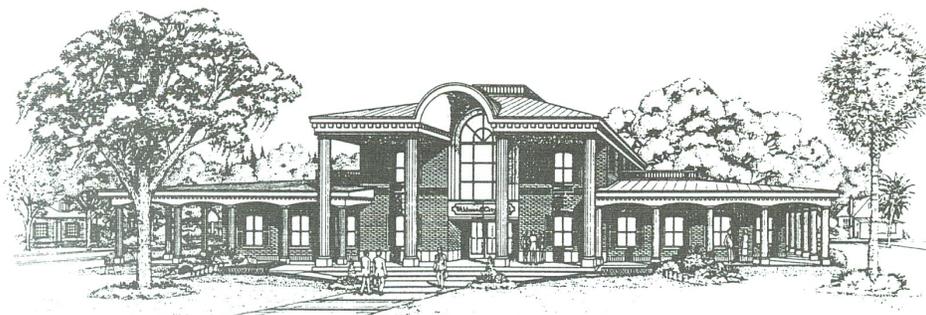
For other general information, tax forms, and publications, visit
www.irs.gov

Sincerely yours,



Lois G. Lerner
Director, Exempt Organizations

*City of
Wildwood,
Florida*



INTERDEPARTMENTAL MEMORANDUM

DATE: November 1, 2013

TO: Bill Ed Cannon, City Manager

CC:

FROM: Bruce H. Phillips, PE, PLS, Utility Director

RE: Coleman Federal Penitentiary

On Thursday, October 31, 2013, Lewis Bryant and I participated in a teleconference with representatives of the Federal Prison. This teleconference was requested by the Prison and was a discussion regarding their continued efforts to reduce operational costs. Items discussed were as follows:

- 40 – 45% reduction in water usage
- 40-45% reduction in wastewater sent to the City
- 50% reduction in the surcharge cost paid to the City due to high concentrations of Chemical Oxygen Demand (COD) and Total Suspended Solids (TSS).

Reduction in water use:

- The Prison's water billings for November 2012 thru October 2013 were \$742,122.45, a 40-45% reduction will reduce this revenue stream to between \$408,000 and \$445,000. A loss of between \$297,000 and \$334,000 per year.

Reduction in wastewater sent to City:

- The Prison's sewer billings for November 2012 thru October 2013 were \$1,493,205.00, a 40-45% reduction will reduce this revenue stream to between \$821,000 and \$896,000. A loss of between \$597,000 and \$672,000.

Reduction in COD & TSS surcharge:

- The Prison is charged a surcharge due to COD and TSS concentrations exceeding the normal limits of residential wastewater (COD – 450 mg/l; TSS 150 mg/l)
- At some point in time and for an unknown reason, the maximum limits were raised for COD from 450 mg/l to 700 mg/l and for TSS from 150 mg/l to 250 mg/l.

- Data in the file indicates the concentrations, historically, have been over 800 mg/l COD and over 300 mg/l TSS.
- In a letter dated February 17, 2006, addressed to Mr. Chris Hart, Coleman Federal Correction Institute from the City Manager, Jim Stevens, Mr. Stevens noted that the monthly surcharges had been near \$54,000 per month. In this letter he stated that he was going to recommend to the City Commission the Surcharge be capped at \$40,000 (\$25,000 for COD and \$15,000 for TSS).
- In a follow-up letter dated March 1, 2006, Mr. Stevens confirmed to Ms. Kathleen Stone, Supervisory Contract Specialist, Federal Correctional Complex, that the City Commission had approved the cap of \$40,000.
- With a proposed reduction of 50% in the concentration of COD and TSS the revenue from the surcharge would drop to \$240,000, a \$240,000 reduction in revenues.

Total projected reduction in yearly revenues:

• Water	\$297,000	-	\$334,000
• Sewer	\$597,000	-	\$697,000
• Surcharge	<u>\$240,000</u>	-	<u>\$240,000</u>
• Est. Lost Revenue	\$1,134,000	-	1,271,000

Although this is, at first glance, a tremendous hit on the Enterprise fund, there are some positive sides to this.

- The reduction of 637,500 GPD (1,416,644 agpd x 45%) of water from the CR 501 water plant will theoretically provide capacity for an additional 2125 ERCs from that plant.
- The reduction of 531,000 gallons of wastewater being sent to the City's wastewater treatment plant (WWTP) will, theoretically, also provide capacity for an additional 2125 ERCs in the WWTP.
- Permitted capacity of the WWTP is: 14,200 ERCs.
- Capacity analysis is required at 50% capacity: 7,100 ERCs
- Presently operating at 42% capacity 5,964 ERCs
- Capacity presently available @ 8% 1,136 ERCs (7,100 – 5,964)
- Capacity provided by Prison reduction 2,125 ERCs
- Available capacity 3,261 ERCs
- The reduction of the concentrations of COD and TSS are questionable in that the pounds of COD and TSS will not change but their concentrations should theoretically go up with a reduction in potable water usage due to less dilution factor.

Developments that are moving forward with construction are:

- Oxford Oaks. A residential development with 542 lots or 542 ERCs.
- The developer has all permits for infrastructure and site work in hand and is starting construction of the development by the end of November, 2013. With the developer of Oxford Oaks being a sub corporation of The Villages, City staff is being told build out is estimated at two years.
- Trailwinds, a residential, retail and medical development with an estimated 2579 ERCs. The developer for this project is finalizing financing and permitting, it is estimated that the developer will start construction within the next couple of months.
- Oxford Oaks and Trailwinds have a combined need of 3,121 ERCs (542 + 2,579).

As stated above the proposed reduction in water usage at the Prison will free up approximately 3,261 ERCs. The two major developments (Oxford Oaks and Trailwinds) are estimated to need 3,121 ERCs at build-out. The completion of the reduction program by the Prison will take a couple of years and the development build-out of Oxford Oaks and Trailwinds will also take several years.

The actual start of the capacity analysis could, possibly, be delayed by as much as a couple of years depending on the Prison's retrofit schedule, the development schedules for Oxford Oaks and Trailwinds and any other new ERCs in the near future.

RESOLUTION NO. 464

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILDWOOD FLORIDA COMMITTING TO THE PROVISION OF WATER AND WASTEWATER SERVICES TO THE FEDERAL PRISON IF PLACED ON THE WRIGHT PROPERTY THREE MILES SOUTHEAST OF THE CITY LIMITS OF WILDWOOD

WHEREAS, the Federal Prison Authority has selected the WRIGHT property as a first choice site pending environmental review and public hearings, which is approximately three (3) miles from the current city limit boundary and only two (2) miles from an imminent voluntary annexation line, and

WHEREAS, Florida State Statute 180.02 (3) specifically authorizes a five (5) mile service zone from corporate limits for the extension of a municipalities sewage system, and

WHEREAS, the Board of County Commissioners of Sumter County, under the authority of Chapter 125 of the Florida Statutes, has enacted Ordinance No. 88-10 which clarifies a sewage system to include both water and sewer service, and

WHEREAS, the Board of County Commissioners of Sumter County has determined that it is in the best interest of the health, safety, and welfare of the citizens and residents of our (Sumter) county to require connections with the sewer system, when available, to reduce pollution and to provide for the safe disposal of human waste, and

WHEREAS, the Board had further determined that requiring mandatory connection to any water system owned and operated by a municipality within Sumter County that extends into the unincorporated area of the county is reasonable and will promote the extension of sewer systems into the unincorporated areas of Sumter County, and

WHEREAS, the City of Wildwood has the only sewage treatment system in Sumter County, and

WHEREAS, the City Commission of the City of Wildwood is also interested in protecting the health, safety, and welfare of the citizens and residents of the City of Wildwood, and

WHEREAS, as the proposed site is in close proximity to the City of Wildwood with a projected wastewater flow of approximately 600,000 gallons a day, and

WHEREAS, the Florida aquifer in the vicinity of Wildwood is unusually shallow and vulnerable to pollution, and

WHEREAS, large municipal treatment plants are generally acknowledged as the most effective method of wastewater treatment, and

WHEREAS, the City Commission of the City of Wildwood has both the desire and the means to extend its services to the proposed prison site, and

WHEREAS, the city has established, through Ordinance No. 187, a water and wastewater extension policy requiring consumers to defray or partially defray the costs of extensions, modifications, and expansions, to the city's water treatment and distribution; and wastewater collection, treatment, and disposal system, and

WHEREAS, that cost is defined as a CONNECTION FEE, and

WHEREAS, as the CONNECTION FEE is based on an EQUIVALENT RESIDENTIAL CONNECTION (ERC), or multiples thereof, and

WHEREAS, an ERC is defined as a single-family detached residence that is served by a 5/8 x 3/4" meter, and

WHEREAS, the cost per ERC is currently \$650.00 for water and \$1100.00 for sewer, and

WHEREAS, the connection fee for the proposed federal prison can be calculated in ERC's based on meter size required compared to a single ERC meter size, and

WHEREAS, user charges for water and wastewater customers, in and outside the city limits have been set in Ordinance No. 204

NOW, THEREFORE, BE IT RESOLVED, that the City Commission of the City of Wildwood, Florida, commit to the provision of water and wastewater services to the proposed federal prison provided that easements for such extensions are available, as expected, and such extensions and connections be approved by all State and Federal regulatory agencies having jurisdiction thereof.

DONE AND RESOLVED, by the City Commission of the City of Wildwood, Florida, in regular session, this 25th day of March, 1991.

THE CITY COMMISSION OF
THE CITY OF WILDWOOD, FLORIDA


ATTEST: Marena D. Roberts,
Deputy City Clerk


by: Ed Wolf, Mayor-Commissioner

S E A L

A RESOLUTION OF THE CITY COMMISSION OF WILDWOOD,
FLORIDA, TO AMEND APPENDIX "A" OF ORDINANCE #204,
WASTEWATER USER CHARGE ORDINANCE

WHEREAS, the City of Wildwood has been selected by the Federal Bureau of Prisons to provide wastewater services to the prison complex to be located within 5 miles of the City and

WHEREAS, the projected average FBOP daily wastewater flow is anticipated to be approximately 578,000 gallons per day for Phase I, increasing to 876,000 gallons per day for phase II, and

WHEREAS, a user of this volume was not anticipated in the development of the outside-of-City 25% wastewater surcharge and

WHEREAS, the principal of "economy-of-scale" applies to large users in that operation costs do not increase proportionally with flow once a certain volume is reached

NOW THEREFORE, BE IT RESOLVED by the City Commission of the City of Wildwood that for wastewater usage outside of the City, a sliding scale as outlined below be adopted for large users based on average daily flow during each monthly billing period

a) Method of Calculations:

Total billing period flow per meter readings ÷ number of calendar days in the billing period (counting the day of the first reading but not the day of the second reading) = average daily flow for calculation of outside-of-City surcharge.

b) Schedule of Surcharge:

0 to 100,000 GPD	_____	25%
101,000 to 200,000 GPD	_____	20%
201,000 to 300,000 GPD	_____	15%
301,000 to 400,000 GPD	_____	10%
401,000 to 500,000 GPD	_____	5%
501,000 GPD and up	_____	0%

Resolutions numbers 460,510, and 518 are updated by this Resolution.

DONE AND RESOLVED this 14th day of June, 1993 by the City Commission of the City of Wildwood, Florida

CITY COMMISSION OF THE
CITY OF WILDWOOD FLORIDA

ATTEST: Joseph Jacobs
Joseph Jacobs, City Clerk

by: Ed Wolf
Ed Wolf, Mayor-Commissioner

GSA

GSA Southeast Sunbelt Region

Ocotober 29, 2003

Mr. Jim Stevens
City of Wildwood
100 North Main Street
Wildwood, FL 34785

Re: Water/Sewer Service
Federal Correctional Complex
Coleman, FL

Dear Mr. Stevens:

Enclosed for your review and acceptance is one copy of Solicitation No. GS-04P-04-EWC-0010 and three copies of Standard Form 33, Solicitation, Offer and Award for water/sewer services at the Federal Correctional Complex (FCC), Coleman, Florida.

We trust that the proposed contract will be acceptable to the City of Wildwood. If so please have the appropriate official execute and return all copies of the Standard Form 33, Solicitation, Offer and Award.

The estimated dollar value of this proposed procurement exceed \$500,000.00 therefore, a subcontracting plan for small business and small disadvantaged business concerns Is required in accordance with Section 211 of Public Law 95-507 and Federal Acquisition Regulation (FAR) 52.219-9.

U.S. General Services Administration
401 West Peachtree Street, NW
Atlanta, GA 30308
www.gsa.gov

-2-

Enclosed is a blank copy of a subcontracting plan and a copy of the implementing regulation. Prior to execution Of the contract your small business subcontracting plan must be approved by U.S. General Services Administration Enterprise Development.

If you have any questions, please call (404) 331-⁵³⁰⁸~~5803~~.

Sincerely,



Floria Standifer
Contracting Officer
Property Management Regional

Enclosures

cc: Ms. Kathleen Stone
Supervisory Contract Specialist
Federal Bureau of Prisons
Federal Correctional Complex
P.O. Box 1029
Coleman, FL 33521-1029

March 8, 2004

Floria Standifer, Contracting Officer
Property Management Regional
U.S. Government Services Administration

RE: Water/Sewer Service – (Current Contract No. DJB30211136)
Coleman Federal Correctional Facility
Small Business Subcontracting Plan

Dear Ms. Standifer:

It is the opinion of the City of Wildwood that an updated Small Business Subcontracting Plan for the ten (10) year renewal of the contract to supply water and sewer to the Coleman Federal Correctional Facility is not necessary, or possible.

There is no new construction on-going, or necessary, to provide the volumes required by the correctional facility since our water and sewer facilities have already been upsized to accommodate this future demand.

The connection fee purchases “Equivalent Residential Units” (ERU’s), remain the same (1 water ERU = 300 gallons per day, 1 sewer ERU = 250 gallons per day).

If you have any questions concerning this matter please do not hesitate to let us know.

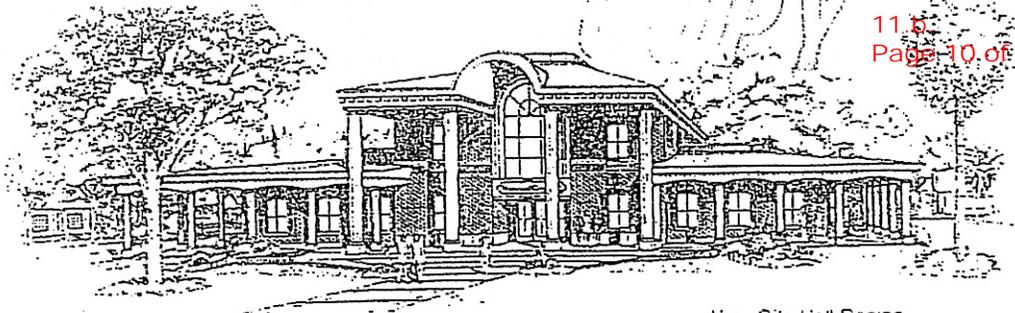
Sincerely,

James R. Stevens, City Manager
CITY OF WILDWOOD, FLORIDA

JRS:dtk

c: Ms. Kathleen Stone, CFCF

City of
Wildwood,
Florida



New City Hall Design

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

CITY HALL

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

ADMINISTRATION

CITY MANAGER
Extension 109

CITY CLERK/FINANCE
Extension 100

PERSONNEL
Extension 103

PLANNING/BUILDING/
ZONING
Extension 131

CUSTOMER SERVICE
(Utility Accounts)
Extension 130

TOD
Extension 130

FIRE
227 Hall Street
330-1342

LIBRARY
702 Webster Street
748-1158

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

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

REFUSE / STREETS
410 Grey Street
330-1343
330-1344 Fax

WASTEWATER
1290 Industrial Drive
330-1349
330-1350 Fax

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

March 8, 2004

Ms. Floria Standifer, Contracting Officer
Property Management Regional
U. S. General Services Administration
401 West Peachtree Street, NW
Atlanta, GA 30308

RE: Water/Wastewater Service
Federal Correctional Complex
Coleman, FL

Dear Ms. Standifer:

This letter transmits four originals of Standard Form 33 and one copy each of Sections B, C, E, F, G, and H (Section D – Packing and Marketing – as indicated as non-applicable by the FBOP).

Included also are all applicable City of Wildwood ordinances and resolutions relative to the provision of wastewater and water services throughout the City's five (5) mile utility district.

I have taken the time to be specific on Page 2 of Standard Form 33 since the generic setup for the page didn't closely match the information which I thought you would want.

We are extremely proud of our ability to control our water and wastewater rates and the prison contract is a big reason for our financial stability. We have not raised rates in seven (7) years and have no current plans to do so.

The city's recent concessions on allowing up to 700 MG/L of COD before implementing wastewater "strength" surcharges may save the Coleman facility upwards of \$200,000 a year.

Additionally, we have recently completed construction of a new one (1) million gallon storage tank (picture) which is 100% dedicated to the FBOP for water and fire services.

Floria Standifer, Contracting Officer
FBOP – Coleman Federal Correctional Complex
New Contract – March 8, 2004

Obviously, we value our relationship and have always found our contacts and negotiations with FBOP staff to be of the highest level of decorum. We fully expect this next ten (10) year contractual relationship to be no different.

It is an honor and pleasure to be your water and wastewater service provider.

Sincerely,



James R. Stevens, City Manager
CITY OF WILDWOOD, FLORIDA

JRS:dtk

c: Ms. Kathleen Stone, Supervisory Contract Specialist, FBOP, Coleman Facility
Jerry Nugent, Coleman Federal Correction Facility
Mayor/Commissioner
Jerri A. Blair, City Attorney
Pete Bennett, Wastewater Department Director
Bret Zigler, Water Department Director



GSA Southeast Sunbelt Region

April 01, 2004

Mr. Jim Stevens
City of Wildwood
100 North Main Street
Wildwood, FL 34785

Re: Contract No. GS-04P-04-EWC-0010
Water and Sewer Services
Federal Correctional Complex
Coleman, FL

Dear Mr. Stevens:

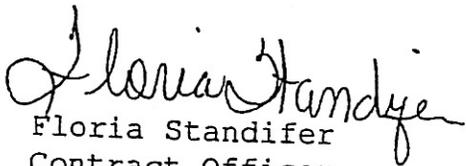
Enclosed for your records is a copy of the above referenced contract for water and sewer service at the Federal Correctional Complex, 846 NE 54th Terrace, Coleman, FL.

The contract will become effective April 01, 2004 and shall remain in effect for ten (10) years, March 31, 2014.

Monthly invoices shall be submitted to the address referenced in Section G, Paragraph 1, Attention Account Payable. All correspondence, including technical correspondence shall be address to the Contracting Officer's Representative(COR) designated in Paragraph (b), and informational copies sent to the Contracting Officer.

Thank you for your time and effort in awarding this contract. If you have any questions, please call me at (404) 331-5308.

Sincerely,



Floria Standifer
Contract Officer
Property Management Regional (4PM)

Enclosure

cc: Ms. Kathleen Stone
Supervisory Contract Specialist
Federal Correctional Complex
846 NE 54th Terrace
Coleman, FL 33521

SOLICITATION, OFFER AND AWARD DPAS (15 CFR 350) 1 **123** Page 14 of 15

Contract No. 3. Solicitation No. 4. Solicitation Type 5. Date Issued 6. Requisition/Purchase No.

GS-04P-04-EWC-0010 Sealed Bid (IFB) 10/28/2003 4PM-04-5012

X Negotiated (RFP)

Issued By Code 4PM 8. Address Offer To (If other than item 7) Code

GSA (4PM) Gsa (4PM)

Property Mgmt Div Property Mgmt Div

101 West Peachtree Street, Ste. 2416 401 West Peachtree Street, Ste. 2416

Atlanta GA 30308 Atlanta, GA 30308

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

Sealed offers in original and 0 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until 12:00 PM (hour) local time Nov 28, 2003 (date).

ATTENTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

For Information Call: A. Name FLORIA STANDIFER STA B. Telephone No. (include area code) (NO COLLECT CALLS) (404) 331-5308

11. TABLE OF CONTENTS

Sec	Description	Page(s)	(x)	Sec	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses		
A	Solicitation/Contract Form	1-1	X	I	Contract Clauses	5-11
B	Supplies or Services and Prices/Costs	2-4		Part III - List of Documents, Exhibits and Other Attachments		
C	Description/Specs./Work Statement			J	List of Attachments	
D	Packaging and Marking			Part IV - Representations and Instructions		
E	Inspection and Acceptance		X	K	Representations, Certifications and Other Statements of Offerors	12-15
F	Deliveries or Performance					
G	Contract Administration Data		X	L	Instr., Conds., and Notices to Offerors	16-16
H	Special Contract Requirements			M	Evaluation Factors for Award	

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date of receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s) within the time specified in the schedule.

Discount for Prompt Payment (See Section I, Clause No. 52.232-8)	10 Calendar Days	20 Calendar Days	30 Calendar Days	_____ Calendar Days
	%	%	%	%
Acknowledgment of Amendments The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated.	Amendment No.	Date	Amendment No.	Date

Name and Address of Offeror: City of Wildwood, 100 N. Main Street, Wildwood, FL 34785. TIN: 59-6000450

16. Name and Title of Person Authorized to Sign Offer (Type or print): Ed Wolf, Mayor

Telephone No. (Include area code): 352-330-1330 Ext. 110

15C. Check if Remittance Address is difference from above. Enter such address in Schedule.

17. Signature: *Ed Wolf*

18. Offer Date: 3-8-04

AWARD (To be completed by Government)

Accepted as to Items Numbered: 0001-0002

20. Amount SEE RATE SCHEDULES

21. Accounting and Appropriation: FPO30211 P4 4P410001

Authority for Using Other Than Full and Open Competition: U.S.C. 2304 (c) 41 U.S.C. 253 (c)

23. Submit Invoices to Address Shown in (4 copies unless otherwise specified)

Administered By (If other than Item 7) Code

Payment Will be Made By Code: Federal Correctional Complex, Attn: Accounts Payable, P.O. Box 1029, Coleman, FL 33521

Name of Contracting Officer (Type or print): Floria Standifer

27. United States of America (Signature of Contracting Officer): *Floria Standifer*

28. Award Date: 4/1/04

Provide Water Service at the The Federal Correctional Complex P.O. Box 1029 Coleman, FL 33521	10	YR	<u>SEE BELOW</u>	<u>SEE BELOW</u>
Provide Sewer Service at The Federal Correctional Complex P.O. Box 1029 Coleman, FL 33521	10	YR	<u>SEE BELOW</u>	<u>SEE BELOW</u>

Period of Performance is: April 01, 2004 through March 31, 2014

Water (Monthly Billing)

- a) Base rate (for 10" meter) \$455.89 + 25% + outside city surcharge of \$113.97 = \$569.86
- b) User Rate \$1.25 / thousand gallons* + 25% outside city surcharge of \$0.31 = \$1.56 / thousand gallons

Wastewater (Monthly Billing)

- a) Base rate (for 10" meter) \$724.40 + 25% outside-of-city surcharges of \$181.10 = \$905.50
- b) User rate \$2.53 / thousand gallons** + 25% outside-of-city surcharge of \$0.63 = \$3.16 / thousand gallons

* Based on the total of two (2) ten-inch (10") meter readings (actual consumption)

** Based on the total of two (2) ten inch (10") meter readings minus the meter readings of all non-sewered uses (i.e. cooling towers, recreational fields, etc.) as provided to the city by FBOP staff.

SEE: Code of Ordinances, Chapter 19-162, Page 1203 and Appendix A to Ordinance #204 (Resolution No. 645, attached); Resolution No. 826 relative to a reduction of base rate for water.

EXTRA STRENGTH SURCHARGES (COD AND TSS)

The city surcharges all categorical users for wastewater which exceeds 250 MG/L total solid suspended solids (TSS) and 450 MG/L Chemical Oxygen Demand (COD) due to the extra treatment time needed and associated costs of treatment to purify the wastewater stream to the FDEP standards for reuse on golf courses, etc. (public access standards). The city has raised the allowable COD standard from 450 to 700 MG/L for the Coleman Federal Correctional Facility due to the cost efficiencies of the high volume discharge exclusive to the CFCC as a single user (Resolution 820 attached).

SEE: Code of Ordinances Article 5, Chapter 19-181; Definition of Normal Wastewater, Page 1207.