



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

JANUARY 13, 2014 - 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 either taken up immediately after the consent agenda or placed later on the agenda at the discretion of the Commission.)

- a. Minutes: November 11, 2013 and November 25, 2013 (Attachments)
- b. Bills for Approval (Includes bills that would have been listed second meeting in December.) (Attachment – Staff Recommends Approval)
- c. SP 1312-01. Traffic Control Products of Florida - Site Plan. Site Plan approval for a 4,800 sq. ft. office and shop building with related improvements. Based on favorable recommendation from the Special Magistrate (Staff Recommends Approval).
- d. SP 1312-02. Triumph South – Improvement Plan (PLAT). Improvement Plan approval for a 94 unit residential subdivision with related improvements. Based on favorable recommendation from the Special Magistrate (Staff Recommends Approval).

3. PRESENTATIONS AND/OR PROCLAMATIONS – None

4. PUBLIC HEARINGS – Timed -

Quasi-judicial Items

- a. **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.* This Ordinance adopts the Large Scale Comprehensive Plan amendments the City transmitted to the state reviewing agencies on November 11, 2013. The amendments designate the Wildwood Commons and Trailwinds Villages projects as “Regional Activity Centers” (Attachments – Staff Recommends Approval).

- b. **ORDINANCE NO. O2014-05.** *AN ORDINANCE OF THE CITY OF WILDWOOD FLORIDA; AMENDING SECTION 3, PARAGRAPH G OF ORDINANCE O2013-37; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.* This Ordinance is a PD Amendment for the Lakeside Landings Development that clarifies a discrepancy with the setbacks that are to be adhered to in the development. (Attachments - Staff Recommends Approval).

5. PUBLIC FORUM – 10 minute time limit

6. ORDINANCES FIRST READING ONLY (NO VOTE)

- a. **ORDINANCE NO. O2014-01.** *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 a portion of parcel C13=109 totaling 1.5 acres from County “Agricultural” to City “Low Density Residential” (Attachments: Staff Recommends Approval).

- b. **ORDINANCE NO. O2014-02.** *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 a portion of parcel C13=109 totaling 1.5 acres from County “A5” to City “R-1: Low Density Residential” (Attachments: Staff Recommends Approval).

- c. **ORDINANCE NO. O2014-03.** *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 G06L086 totaling 0.5 acres from City “Commercial” to City “Medium Density Residential” (Attachments: Staff Recommends Approval).

- d. **ORDINANCE NO. O2014-04.** 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 G06L086 totaling 0.5 acres from City “C-1: General Commercial: Downtown” to City “R-3: Medium Density Residential” (Attachments: Staff Recommends Approval).
- e. **ORDINANCE NO. O2014-06.** AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROVIDING FOR THE VOLUNTARY ANNEXATION OF CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 0.4 ACRES BEING GENERALLY LOCATED ON THE WEST SIDE OF POWELL ROAD AND NORTH OF C-44A; IN SECTION 8, TOWNSHIP 19 SOUTH, RANGE 23 EAST; WHICH IS CONTIGUOUS TO THE CITY LIMITS OF THE CITY OF WILDWOOD, FLORIDA; PROVIDING THAT SECTION 1-14 OF THE CITY OF WILDWOOD CODE OF ORDINANCES IS AMENDED TO INCLUDE THE ANNEXED PROPERTY; AND PROVIDING FOR AN EFFECTIVE DATE. This Ordinance annexes Parcel G08=023 totaling 0.4 acres. This property is located in the Joint Planning Area with Sumter County and meets all legal requirements for annexation (Attachments: Staff Recommends Approval).
- f. **ORDINANCE NO. O2014-07.** AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROVIDING FOR THE VOLUNTARY ANNEXATION OF CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 100 ACRES BEING GENERALLY LOCATED ON THE NORTH SIDE OF C-472 AND EAST OF NE 42nd BLVD (along CSX ROW); IN SECTION 20, TOWNSHIP 18 SOUTH, RANGE 23 EAST; PROVIDING THAT SECTION 1-14 OF THE CITY OF WILDWOOD CODE OF ORDINANCES IS AMENDED TO INCLUDE THE ANNEXED PROPERTY; AND PROVIDING FOR AN EFFECTIVE DATE. This Ordinance annexes Parcels D20=002 and D20=008 totaling 100 acres MOL. This property is located in the Joint Planning Area with Sumter County and meets all legal requirements for annexation (Attachments: Staff Recommends Approval).
- g. **ORDINANCE NO. O2014-14** – AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA; REVISING AND ADDING TO SECTION 19-336 OF THE CITY’S CODE OF ORDINANCES; PERTAINING TO UTILITY EXTENSION AGREEMENTS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE. (Attachments: Staff Recommends Approval)

7. RESOLUTIONS FOR APPROVAL

- a. **RESOLUTION NO. R2014-01** – A RESOLUTION OF THE CITY OF WILDWOOD ACCEPTING AND AWARDED FINANCING TERMS TO PURCHASE SIX (6) POLICE VEHICLES (FORD EXPLORERS) TO BB&T FOR THE AMOUNT NOT TO EXCEED \$253,800.00. Resolution awards financing and authorizes execution of all necessary documents. (Attachments: Staff Recommends Approval)

8. FINANCIAL & CONTRACTS & AGREEMENTS

- a. Okahumpka Plaza Bid Tabs and Award – Water Main Extension for Okahumpka Service Plaza. Eight (8) Bids received. Recommend award to Salsar Construction, Inc. in the amount of \$454,383.52 (Attachments: Staff Recommends Approval)

- b. Salsler Construction, LLC Change Order No. 1. Okahumpka Service Plaza. Deduction of \$44,800.45 from contract. (Attachments: Staff Recommends Approval)
- c. Coleman WTP Repair Bid Tabulations. Odyssey Manufacturing Company in an amount of \$1,021,500.00. (Attachments: Staff Recommends Approval)
- d. Odyssey Manufacturing Co. Change Order No. 1. Coleman WTP Repair. (Attachments: Staff Recommends Approval)
- e. CR 501 Water Treatment Plant – Internet Connectivity. Quotes were received. Staff recommends approval of award to Century-Link to provide internet service in an amount of \$279.00 monthly. (Attachments: Staff Recommends Approval)
- f. Wastewater Treatment Plant. Rebuild of Model UM180 R/H s/n 632077/309385-01 Rotor gearbox from I. Kruger, Inc., Veolia Water Solutions & Technologies in the amount of \$16,719.65. (Attachments: Staff Recommends Approval)
- g. Request to amend Law Enforcement Trust Fund Budget for unanticipated revenue in the amount of \$1,015.00. (Attachments: Staff Recommends Approval)
- h. First Addendum to the Wildwood Sumter Holdings (Triumph South) Developer’s Agreement (Attachments) (Staff Recommends Approval)

9. GENERAL ITEMS FOR CONSIDERATION/DISCUSSION and OTHER BUSINESS

- a. Donation Agreement with Wells Fargo. Wells Fargo has offered to donate Parcel G06B053 (305 Moss Street) to the City (Attachments: Staff Recommends Execution of the Agreement).

10. APPOINTMENTS

- a. Lake Sumter MPO – Citizens’ Advisory Committee, Bicycle and Pedestrian Advisory Committee, Alternate for the Governing Board. (Attachments: Staff Recommendations included)
- b. PRM (Public Risk Management) – Board Member and Alternate Board Member for City’s Health Insurance board. Board Member may be employee, appointed official or an elected official. Former HRC Cox served as Member. City Manager recommendation: HRC Gibson Smith be appointed as Member and Traci McClung be appointed as Alternate Board Member. (Board Option)

11. CITY MANAGER REPORTS

- a. Consideration/Decision Assistant City Manager/Strategic Planning Director. Referred to during January 7, 2014 special meeting. (Attachments: Board Option)
- b. Update on 466A Construction Project. (No Attachment)

12. CITY ATTORNEY REPORTS

13. CITY CLERK REPORTS

14. OTHER DEPARTMENT REPORTS

15. COMMISSION MEMBERS REPORTS

16. **ADJOURNMENT**

IMPORTANT DATES (No Attachments)

- a. January 20, 2014 – (Monday) – Martin Luther King Day. City Offices closed, with exception of Police Department.

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA
REGULAR MEETING
November 11, 2013 – 7:00 P.M.
CITY HALL COMMISSION CHAMBER

The City Commission of the City of Wildwood, Florida met in Regular session November 11, 2013 at 7:00 p.m.

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

1. CALL TO ORDER:

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

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).

Motion by Commissioner Green, second by Commissioner Strickland to approve Consent Agenda items. Motion carried by unanimous vote.

3. PRESENTATIONS AND/OR PROCLAMATIONS - None

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).
DSC McHugh was sworn in. DSC McHugh provided an explanation of a Regional

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Activity Center. Noted the item is for Comp Plan Amendment only. DSC McHugh noted contact between staff and residents of the Villages. Held very productive meeting today. Some are present to speak. Also 2 emails received and would ask they be made a part of the record.

The meeting was opened to Public Hearing.

Chuck Anderson – As residents of the Villages were concerned that approval rights were being taken away from the State and being given to the local municipality, which caused the Village residents to feel their voices would not be heard. After meeting with County and City this a.m., not opposed, but have a number of issues and concerns. Believe the relationship that started with Mike Anderson will now carry on and feel the City will listen to some of their concerns and some of the issues. Mayor Wolf noted the City is subject to the same rules and regulations as any other developer in the County and State of Florida, noting the City has had no voice in their development.

In response to a question from Commissioner Green, DSC McHugh indicated the Trailwinds development was approved possibly before Commissioner Green was elected. Anticipate a mix of commercial retail and commercial office and residential component. The development will come back to the Commission. Commissioner Strickland asked if going into a RAC will take away any of the Commission input and Design Standards. DSC McHugh indicated it would not.

Motion by Commissioner Green, second by Commissioner Clark that Ordinance O2013-54 be adopted on second final reading. 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. Motion carried by unanimous vote.

5. PUBLIC FORUM – 10 minute time limit – None
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

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- 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).

Ordinances O2013-50, O2013-51, O2013-52, O2013-53, O2013-55, and O2013-56 were read by Title only on First reading.

Mayor Wolf asked if a time limit will be placed on the semi-truck and semi-trailer parking in O2013-52. DSC McHugh indicated that if it is the Commission's desire, it can be recommended to the Special Magistrate during the permitting for special exception. In Industrial Zoning it is permitted and there is no time limit.

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Commissioner Strickland questioned if the Development in O2013-53 originally had mixed residential and sidewalks on both sides of the streets. DSC McHugh indicated they did, but the City did away with the mixed residential requirement for development under 500 units and they have asked to amend to single family and sidewalk on one side of the street consistent with recent development approval. Commissioner Strickland asked if the request came after staff stressed that the Commission still would prefer sidewalks on both sides of the Street. DSC McHugh indicated yes and there probably should be discussion with the Commission for direction. Staff can't look the developers in the face and say . . .

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)

Motion by Commissioner Bivins, second by Commissioner Clark that Resolution R2013-32 be adopted. 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. Motion carried by unanimous vote.

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)

Motion by Commissioner Clark, second by Commissioner Green to authorize the K9 vehicle and equipment through Police Impact Fees in the amount of \$67,900. Motion carried. Yea – Clark, Bivins, Wolf, Green. Nay – Strickland.

- 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)

Motion by Commissioner Green, second by Commissioner Strickland of 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. Motion carried by unanimous vote.

- c. Request approval for City of Wildwood and Landstone-Wright Utilities Agreement with fiscal impact information and alternative. (Attachments – Staff recommends approval)

UD Phillips noted the options are for the City to build a WWTP or for Landstone-Wright development to build the treatment plant.

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CA Hunt noted Jerri Blair has asked to meet with him to discuss the Agreement because it has been a lengthy process.

Motion by Commissioner Strickland, second by Commissioner Bivins to table for review by CA Hunt and Jerri Blair. Motion carried by unanimous vote.

- 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)

Mayor Wolf noted that times have changed since first entering the lease.

Motion by Commissioner Strickland, second by Commissioner Bivins to table until next regular meeting for a better idea of what pasture land should lease for. Motion carried by unanimous vote.

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)

Motion by Commissioner Bivins, second by Commissioner Clark to approve use Martin Luther King Park December 21, 2013 from 9 a.m. until 5 p.m. for the Annual Christmas Extravaganza & Bike give away. Motion carried by unanimous vote.

- 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)

Motion by Commissioner Clark, second by Commissioner Bivins to approve use the Gazebo and Parking area by City Hall for Annual Holiday Turkey Drive Give Away, Saturday, November 23, 2013 at 8 a.m. Motion carried by unanimous vote.

- 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)

Mr. Saleem noted that their 501C3 application has been approved. All paperwork has been submitted to the County and the PW Department will submit to the County Commission. The County PWD would like to have an approval letter from the City to give to the County also. Mr. Hannah requested a \$2000 donation from the City.

Motion by Commissioner Green, second by Commissioner Clark to approve request for 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 and approve the \$2000 donation. Motion carried by unanimous vote.

10. APPOINTMENTS - None
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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.

Commissioner Clark and Mayor Wolf indicated it has been an eye sore. Mayor Wolf suggested a decorative light and landscaping in place of the fountain. Needs to be done professionally. Commissioner Clark noted that area is dark. Commissioner Green suggested some type of sculpture. Commissioner Green indicated there are sculptors in town. CM Cannon to meet with P&RC Wheeler and bring back some ideas.

- b. Federal Prison water-wastewater flow reduction with possible revenue reduction. Information only at this time. (Attachments)

UD Phillips review the reduction flow information attached to the agenda. Noted the bad side is the loss of revenue. The good side if there is one, is that capacity on the plants will be freed up. Possibly enough for two of the planned developments. CM Cannon noted this reduction would not be done overnight.

- c. West Well status report. UD Phillips noted the pump in the west well died Wednesday night. All the wires are burnt. Talked with CA Hunt regarding legal aspects to go onto the property to repair or replace the pump. Option 1 - replace the pump at just less than \$9,000. When new well is built move this pump over and use until it has to be replaced at which time the planned vertical turbine will be installed. Option 2 – is to replace the submersible and abandon when we have to leave the property. The cost of the pump is about \$6400. Turbine in the new well is about \$14,000. Option 3 – install a 4” turbine in rated at 400 gpm in the existing well on the west well site. Issue is that it is a six inch well and the 4” turbine might not fit. UD Phillips recommended Option 1. To repair the pump would put the well out of production longer.

Motion by Commissioner Clark, second by Commissioner Bivins to pull the pump and if it can be repaired at a reasonable do so, if not replace it. Motion carried by unanimous vote.

- d. Does the Commission have an interest in a workshop to discuss the airport. Sees no benefit to the City. Mayor Wolf indicated it appears to be to the benefit of the owner.

Commissioner Strickland noted there are other items to workshop.

- e. Employee Banquet to have one or not. Fully catered meal for employee and one guest or a gift card or nothing. Spent about \$3720 last year and estimating about \$3600 for this year.

Commissioner Clark suggested the employees be polled.

- f. RFP results for City Attorney. Handed out packets to each Commissioner to review and bring back to CC Jacobs before next meeting

12. CITY ATTORNEY REPORTS

- a. CA Hunt announced the need to have an Attorney-Client session during the meeting on November 25 regarding the West Well litigation. Does not know how much longer they

will allow the City to remain on the property.

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13. CITY CLERK REPORTS – None

14. OTHER DEPARTMENT REPORTS – None

15. COMMISSION MEMBERS REPORTS

Green – dim lights in the City. CM Cannon reported that PWD Kornegay indicates the power company replaces the lights at their option. Mayor Wolf noted a light is needed at the old library on Palmer Street. It was noted that residents of the apartments hook up to City water at the building on the weekend to wash their vehicles.

Clark – Letter from Methodist Church to close Mason Street on November 30.

Motion by Commissioner Bivins, second by Commissioner Strickland to amend the agenda to include the request from Methodist Church to close Mason Street. Motion carried by unanimous vote.

Motion by Commissioner Green, second by Commissioner Strickland to approve request to close Mason Street for a portion of November 30. Motion carried by unanimous vote.

Mayor Wolf – asked if ID has been provided to Gidget to provide thank you letter for donations.

Noted that HR position has been advertised in Ocala Star Banner, Daily Commercial, FLC.

Mayor Wolf noted a police vehicle sitting at the barn and the insurance adjuster should be contacting the Chief.

16. ADJOURNMENT

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

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

SEAL

ATTEST: _____
Joseph Jacobs, City Clerk

Ed Wolf, Mayor

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA
REGULAR MEETING
NOVEMBER 25, 2013 – 7:00 P.M.
CITY HALL COMMISSION CHAMBER

The City Commission of the City of Wildwood, Florida met in Regular session November 25, 2013 at 7:00 p.m.

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

1. **CALL TO ORDER:**

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

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: October 14, 2013 Regular Meeting, October 28, 2013 Regular Meeting
- b. Bills for Approval (Attachment: Staff Recommends Approval)

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

3. **PRESENTATIONS AND/OR PROCLAMATIONS - None**

4. **PUBLIC HEARINGS – Timed Items**

Quasi-Judicial

DSC McHugh sworn to speak for staff.

- a. Second final reading and PUBLIC HEARING: 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).

Ordinance O2013-50 read by title only. Public hearing opened. No comments received.

Motion by Commissioner Green, second by Commissioner Strickland to adopt O2013-50 on second final reading. 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

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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.

- b. Second final reading and PUBLIC HEARING: 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).

Ordinance O2013-51 read by title only. Public hearing opened. No comments received.

Motion by Commissioner Green, second by Commissioner Bivins to adopt O2013-51 on send 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.

- c. Second final reading and PUBLIC HEARING: 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: Staff Recommends Approval).

Ordinance O2013-52 read by title only. Public hearing opened. No comments received.

Motion by Commissioner Green, second by Commissioner Clark to adopt O2013-52 on second final reading. 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. Motion carried by unanimous vote.

- d. Second final reading and Public HEARING: 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

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Ordinance is a PD Amendment for the Triumph South Development (Attachments: Staff Recommends Approval).

Ordinance O2013-53 read by title only. Public hearing opened. No comments received.

Motion by Commissioner Bivins, second by Commissioner Clark to adopt O2013-53 on second final reading. 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. Motion carried by unanimous vote.

- e. Second final reading and PUBLIC HEARING: 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 (Attachment: Staff Recommends Approval).

Ordinance O2013-55 read by title only. Public hearing opened. No comments received.

Motion by Commissioner Bivins, second by Commissioner Green to adopt O2013-55 on second final reading. AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROVIDING FOR THE VOLUNTARY ANNEXATION OF CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 1.5 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. Motion carried by unanimous vote.

- f. Second final reading and PUBLIC HEARING: 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 TO 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 (Attachment: Staff Recommends Approval).

Ordinance O2013-56 read by title only. Public hearing opened. No comments received.

Motion by Commissioner Green, second by Commissioner Bivins to adopt O2013-56 on second final reading. AN ORDINANCE OF THE CITY OF WILDWOOD FLORIDA;

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AMENDING SECTION 6.4 OF THE LAND DEVELOPMENT REGULATIONS OF THE CITY OF WILDWOOD, FLORIDA; PERTAINING TO DRAINAGE AND STORM WATER

MANAGEMENT; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE. Motion carried by unanimous vote.

5. **PUBLIC FORUM – 10 minute time limit** - None
6. **ORDINANCES FIRST READING ONLY (NO VOTE)** – None
7. **RESOLUTIONS FOR APPROVAL** - None
8. **FINANCIAL & CONTRACTS & AGREEMENTS**
 - a. **TABLED FROM November 11** for City Attorney review: Request approval for City of Wildwood and Landstone-Wright Utilities Agreement with fiscal impact information and alternative. **Staff Recommends Table until December 9 meeting.** (No Attachments)

Motion by Commissioner Green, second by Commissioner Strickland to table until the December 9 meeting until all parties are present. Motion carried all voting yea.
 - b. **TABLED FROM November 11:** 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)

Mayor Wolf noted he spoke with a person leases property in the area who indicated this to be a fair price.

Motion by Commissioner Clark, second by Commissioner Bivins to approve request to renew property lease between City of Wildwood and DM7 Cattle, Dodd McDowell. Property near RIBs. Motion carried by unanimous vote.
 - c. Request approval to Contract with Kristopher A. Vanderlaan (Attorney) for Reserve Special Magistrate, as requested October 14, 2013 meeting. (Attachment: Staff Recommends Approval)

CA Hunt indicated he has spoken with Mr. Vanderlaan. He will accept without a retainer.

Motion by Commissioner Green, second by Commissioner Bivins to approve request to contract with Kristopher A. Vanderlaan (Attorney) for Reserve Special Magistrate. Motion carried by unanimous vote.
 - d. Budget Analysis Report for September 2013
 - e. Budget Analysis Report for October 2013

Items d and e for information. CM Cannon indicated they fall within what was projected.
 - f. RFP 2013-01 Insurance Package. Two RFP's received: (1) FMIT (Florida Municipal Insurance Trust), through the Florida League of Cities. (2) Preferred (PGIT), through Brown and Brown Ins. Discussion/Decision of Award. Andy Hanson of Florida League of Cities and Travis Childers of Brown & Brown to be present. **Commission please bring the**

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[Insurance Package Proposals delivered to City Commission along with an analysis from Ben Few Associates for review. \(Attachments\)](#)

Mayor Wolf noted the City contracted with Ben Few to do an analysis. Asked for comments from the two vendors.

David Ludwick, FLC – noted the significant issue Ben Few raised is that errors and omissions are currently on a claims made form. FLC has offered an occurrence form. Mr. Few reported the FLC was offering 4 years prior acts coverage. The FLC has since offered to go back 10 years of prior acts coverage for a nominal fee, which still represents a significant savings to the City.

Mayor Wolf questioned flood damage coverage under the property policy with \$100,000 deductible. Asked if the flood damage to the 501 water plant which was about \$80,000 would have been covered under the FLC. Mr. Ludwick indicated it would not. While deductible is \$100,000 for the entire occurrence, FLC offers a higher limit. It would work to the benefit of the City if something as a stalled tropical storm damaged multiple buildings with a larger claim. He noted there is no deductible on EOC claims, which the City has had. \$1000 on comprehensive and collision. \$0 under the liability on those accidents. He noted what is being looked at is a prorated premium for a ten month period.

Commissioner Strickland noted receipt of \$70,000 + check to cover the 501 damage and now it appears the cost will be hundreds of thousands of dollars.

Scott Hindman of Brown and Brown. Most of the issues have been covered. Noted the current deductible is \$2500 and this would be the renewal amount against \$10,000 for FLC. Asked about the 10 year prior acts period, which has been covered earlier.

Motion by Commissioner Green, second by Commissioner Bivins that based on the analysis by Ben Few, to take their recommendation and award to FMIT with the total of 10 years prior acts. Motion carried. Yea – Bivins, Strickland, Green. Nay – Clark, Wolf.

- g. RFQ 2013-02 City Attorney Services. Three RFQ's received. Discussion/Decision of Award. [Commission please bring your City Attorney Package handed out at last meeting for your review and scoring.](#) Scoring totals will be handed out at meeting. (Attachments)

CM Cannon provided summary of points.

Motion by Commissioner Green, second by Commissioner Strickland to contract with Ashley Hunt for Attorney Services. Motion carried by unanimous vote.

- h. Request approval of IPO #24 Amendment 1, for Kimley-Horn and Associates, Inc. to proceed with a Phase II ESA, geotechnical testing and a 5" potable test well at a cost of \$25,500, and discussion of additional options. (Attachments: Board Decision)

UD Phillips provided other options. Option 1 is to proceed with Phase II and if anything is found to back out of contract with property owner. Option 2 is to have staff dig the area with a backhoe and see what is found and if anything is found to back out of contract

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with property owner. Option 3 would be to accept what we have now without spending more money, purchase the property and drill the well.

Motion by Commissioner Clark, second by Commissioner Green to go with backhoe use by staff and see what is found. Motion carried by unanimous vote.

- i. Request approval to purchase a new sludge conveyor from Jim Meyers and Sons, Inc. at a cost of \$24,000. (Attachments: Staff Recommends Approval)

Motion by Commissioner Green, second by Commissioner Strickland to approve purchase a new sludge conveyor from Jim Meyers and Sons, Inc. at a cost of \$24,000. Motion carried by unanimous vote.

- j. RFQ 2013-03: Request approval of the selection committee's recommendation to award the Minority Utility Services contract to both Rainey Construction Co. and Hamlet Underground, Inc. and to authorize staff to negotiate a contract with each. (Attachments: Staff Recommends Approval)

Motion by Commissioner Strickland, second by Commissioner Bivins to accept the recommendation and award to Rainey Construction Co. and Hamlet Underground Inc. and negotiate contract with both. Motion carried by unanimous vote.

- k. Request approval of rehab work on three SR44 lift stations: 2, 14 and 27. (Attachments: Staff Recommends Approval)

Motion by Commissioner Strickland, second by Commissioner Bivins to approve rehab work on 3 SR 44 lift stations, 2, 14 and 27. Motion carried by unanimous vote.

9. **GENERAL ITEMS FOR CONSIDERATION/DISCUSSION and OTHER BUSINESS**

- a. Request from Susan Haugabrook to close Gray Street between High Street and Peters Street on Thursday and Friday, 11/28 and 11/29 between 8 am and midnight each day. (Attachments: Board decision)

Mayor Wolf expressed concern that this would set a precedent for other residents' requests.

Motion by Commissioner Green, second by Commissioner Bivins to approve the request from Susan Haugabrook to close Gray Street between High Street and Peters Street on Thursday and Friday, 11/28 and 11/29 between 8 am and midnight each day. Motion carried. Yea – Clark, Bivins, Green, Strickland. Nay – Wolf.

Commissioner Clark asked that if there is no activity, please remove the barricades before midnight.

- b. Request from San Pedro Maldonado Mission to close Wonders Street between US 301 and Gamble Street from 3:00 p.m. to 11:00 p.m., Saturday, December 14, 2013 for the Annual Our Lady of Guadalupe Celebration. This has been an annual request for the last five years. Police Department, Public Works and Development Service have reviewed. (Attachments: Staff Recommends Approval)

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Motion by Commissioner Strickland, second by Commissioner Green to approve the Request from San Pedro Maldonado Mission to close Wonders Street between US 301 and Gamble Street from 3:00 p.m. to 11:00 p.m., Saturday, December 14, 2013 for the Annual Our Lady of Guadalupe Celebration. Motion carried by unanimous vote.

- c. Discussion/Decision regarding Regular Meeting of December 23, 2013. (Hold meeting? Reschedule? Cancel?)

Motion by Commissioner Bivins, second by Commissioner Strickland to cancel the December 23, 2013 Commission Meeting. Motion carried by unanimous vote.

10. **APPOINTMENTS - None**

11. **CITY MANAGER REPORTS**

- a. Results of Employee Poll: Banquet or Gift Card? CM Cannon indicated Gift Card won out.
b. Reported there has been much activity on the HR applications.

12. **CITY ATTORNEY REPORTS - None**

13. **CITY CLERK REPORTS - None**

14. **OTHER DEPARTMENT REPORTS - None**

15. **COMMISSION MEMBERS REPORTS**

- a. Wolf – Mayor Wolf noted the Commission has gone on record against tent sales in competition with local vendors. DSC McHugh indicated he had checked the Codes and couldn't find anything and talked with Public Works about it and couldn't find a reason for denying it. Mayor Wolf asked that DSC McHugh get with the City Attorney to provide what is needed for record.

ATTORNEY-CLIENT SESSION (FS 286.011): As requested by Attorney Hunt during the Regular meeting of November 11, 2013.

8:45 p.m. Chair: Announced commencement and estimated length of the Attorney-Client session to be approximately 15 minutes, and those to attend: Mayor Wolf, Commissioners Strickland, Green, Bivins and Clark; City Manager Cannon; City Attorney Hunt and Court Reporter.

At the conclusion of the attorney-client session, the Regular Meeting will be reopened to the Public, and then Mayor Wolf will announce termination of the Attorney-Client Session.

Regular meeting reopened at 9:00 p.m.

17. **ADJOURNMENT**

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

S E A L

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

ATTEST: _____
Joseph Jacobs, City Clerk

Ed Wolf, Mayor

**BILLS FOR APPROVAL
City of Wildwood, Florida
January 13, 2014**

CITY COMMISSION-LEGISLATIVE DEPARTMENT

1	Payroll	December 1, 2013 Pay Period - 5 Employees	\$	3,651.96
2	FL Municipal Insurance Trust	Workers Comp Insurance	\$	12.25
3	MMD Computer	Technical Support and Equipment	\$	48.75
4	Sweetbay	Gift Cards	\$	3,530.80
5	Verizon Wireless	Cell Phone Service	\$	102.89

CITY MANAGER-EXECUTIVE DEPARTMENT

6	Payroll	December 1, 2013 Pay Period - 2 Employees	\$	6,158.01
7	Payroll	December 15, 2013 Pay Period - 2 Employees	\$	6,158.01
8	Payroll	December 29, 2013 pay Period - 2 Employees	\$	6,158.00
9	Bank of America	FCCMA, Inc	\$	225.00
10	Bright House	Internet Service	\$	122.41
11	Bill Ed Cannon	Car Allowance	\$	500.00
12	EGP	Per Copy Maintenance Contract	\$	7.44
13	Ernie Morris	Office Supplies	\$	11.17
14	FL Municipal Insurance Trust	Workers Comp Insurance	\$	45.93
15	MMD Computer	Technical Support and Equipment	\$	1,242.79
16	Office Depot	Office Supplies	\$	2.80
17	Office Max	Office Supplies	\$	5.60
18	Verizon Wireless	Cell Phone Service	\$	99.00

CITY CLERK-FINANCIAL & ADMINISTRATIVE DEPARTMENT

19	Payroll	December 1, 2013 Pay Period - 4 Employees	\$	11,032.39
20	Payroll	December 15, 2013 Pay Period - 4 Employees	\$	11,030.42
21	Payroll	December 29, 2013 pay Period - 4 Employees	\$	10,999.96
22	Automated Building Control Systems	Checked Unit and Reported Problems	\$	90.00
23	Besco Electric Supply Company	Bulbs	\$	12.83
24	Alice Borrack	Personal Vehicle Use	\$	14.24
25	Bright House	Internet Service	\$	244.70
26	Capital Office Products	Office Supplies	\$	30.99
27	Car Quest Auto Parts Stores	Fuel Filter, Oil Filter, Fleet Oil	\$	67.60
28	Century Link	Telephone Service	\$	25.80
29	Citrus Publishing	Discover Ad	\$	306.41
30	CRA Tax Increment	Check Deposited to Wrong Account	\$	101,919.00
31	Department of Management Services	Telephone Service	\$	67.53
32	Duke Electric	Electric Service	\$	1,921.30
33	EGP	Per Copy Maintenance Contract	\$	215.80
34	Ernie Morris	Office Supplies	\$	125.16
35	Federal Express	Postage	\$	121.83
36	FL Municipal Insurance Trust	Workers Comp Insurance	\$	73.49
37	HR Direct	W-2's	\$	179.62
38	IMS	Software Maintenance	\$	432.00
39	Maggio Enterprises, Inc	Paper Products	\$	57.58
40	Massey Pest Control Service	Monthly Pest Control	\$	90.00
41	MMD Computer	Technical Support and Equipment	\$	1,693.28
42	Office Depot	Office Supplies	\$	51.86
43	Office Max	Office Supplies	\$	89.79
44	PGIT	Premium Due to Final Audit	\$	2,791.90
45	Pitney Bowes	Postage Machine Rental	\$	171.26
46	The Daily Commercial	Subscription	\$	54.60
47	Unifirst	Rugs	\$	24.98
48	UPS	Postage	\$	14.60
49	USPS	Postage	\$	54.35
50	Verizon Wireless	Cell Phone Service	\$	99.91

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51	Waste Management	Tipping Fee	\$	185.11
52	Wildwood Ace Hardware	Rubber Hose Washer	\$	1.50
53	Wildwood Community Cemetery	Budgeted Maintenance Support - Arthur Rivers	\$	340.93

DEVELOPMENT SERVICES

54	Payroll	December 1, 2013 Pay Period - 3.5 Employees	\$	8,047.13
55	Payroll	December 15, 2013 Pay Period - 3.5 Employees	\$	7,941.50
56	Payroll	December 29, 2013 pay Period - 3.5 Employees	\$	6,967.22
57	Bright House	Internet Service	\$	206.14
58	CRW Systems, Inc	Standard Level Annual Tech Support/Software Maintenance	\$	20,924.80
59	EGP	Per Copy Maintenance Contract	\$	26.99
60	Ernie Morris	Office Supplies	\$	116.94
61	FL Municipal Insurance Trust	Workers Comp Insurance	\$	63.82
62	Paul Ketz	Personal Vehicle Mileage	\$	45.20
63	MMD Computer	Technical Support and Equipment	\$	197.14
64	Jason McHugh	Personal Vehicle Mileage	\$	119.54
65	Office Depot	Office Supplies	\$	5.60
66	Sumter County Clerk	Record Ordinances 50,51,52, 53,55, 56, Res. 34	\$	299.50
67	The Daily Commercial	Ads	\$	2,420.31

HUMAN RESOURCES

68	Bright House	Internet Service	\$	61.18
69	Deanna Cox	PRM Health Trust Board, Workshop, Mileage	\$	677.98
70	Employment Publishing	HR Coordinator Ad	\$	474.24
71	FL Municipal Insurance Trust	Workers Comp Insurance	\$	12.25
72	MMD Computer	Technical Support and Equipment	\$	667.79
73	Star Banner	Ad	\$	2,464.08

POLICE DEPARTMENT

74	Payroll	December 1, 2013 Pay Period - 34 Employees	\$	87,093.04
75	Payroll	December 15, 2013 Pay Period - 34 Employees	\$	85,425.12
76	Payroll	December 29, 2013 pay Period - 35 Employees	\$	87,907.10
77	Bank of America	Ocala Star Banner	\$	157.62
78	Campbell's Gate Service, Inc.	Repair Gate	\$	458.73
79	Car Quest Auto Parts Stores	Brake Pads, Hub Assm, Fuel Pump, Battery, Etc.	\$	1,330.55
80	Cason and Gaskins TV Inc	RCA Coupler, Samsung HM3100, 10ft Cable	\$	143.72
81	CDW-G	Sony DSCW710/B, Kingston 16GB Flash	\$	375.98
82	Central Sumter Utility, LLC	Electric Service	\$	76.85
83	Century Link	Maintenance Rental, Translink Chan Term	\$	684.92
84	Chief Supply/ Law Enforcement	Push Bumper, Barricade Tape, Rhodium, Etc.	\$	1,540.59
85	Dana Safety Supply	Slimlighter High Intensity, Organizer w/Shelf, Spike Strip	\$	2,881.44
86	Data Works Plus, LLC	Falcon Rapid ID Edge Device, USB Blue Tooth Adapter	\$	10,445.00
87	Department of Management Services	Telephone Service	\$	750.15
88	DMS - Suncom	DSL Internet Access	\$	107.32
89	Duke Electric	Electric Service	\$	1,697.24
90	Dynamometer	Calibration 21 Units	\$	420.00
91	EGP	Per Copy Maintenance Contract	\$	208.05
92	Emblem Enterprises, Inc	PFC Patch	\$	33.80
93	Ernie Morris	Office Supplies	\$	119.60
94	FL Municipal Insurance Trust	Workers Comp Insurance	\$	6,369.48
95	Key Scales Ford	Control and Core Return, Wire Asy	\$	608.13
96	Kustom Signals, Inc	Eagle IIX - 4	\$	5,996.00
97	L3 Communications Mobile-Vision	Maint Agree, Flash Cards, Flashback 2 In Car Video Sys	\$	28,254.20
98	Law Enforcement Systems	Evidence Clasp Envelopes	\$	193.45
99	Maggio Enterprises, Inc	Paper Products	\$	104.77
100	Massey Pest Control Service	Monthly Pest Control	\$	50.00
101	Merritt Department Store	Shirts and Trousers	\$	312.25
102	Nordic Pawn	Glock 27 Extender, Gun Barrel	\$	189.98
103	Office Depot	Office Supplies	\$	234.08

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104	Office Max	Office Supplies	\$	206.08
105	Petty Cash	Reimbursement	\$	131.81
106	PGIT	Deductible for Graver Litigation Cost	\$	2,500.00
107	Pitney Bowes	Machine Rental	\$	84.00
108	Psychological Resources	Evaluations	\$	330.00
109	Chris Smalt	Boot Allowance	\$	75.00
110	Source, Incorporated of Missouri	Blue Tree 5600 Verizon	\$	3,803.00
111	Russell Swartzfager	Boot Allowance	\$	59.96
112	Anthony Tucker	Boot Allowance	\$	75.00
113	U.S. HealthWorks	DS Urine, EKG, LAB, Etc - New Hire	\$	175.00
114	Verizon Wireless	Cell Phone Service & Bluetree	\$	2,074.23
115	Villages Operating Company	A/C Reimbursement	\$	18.00
116	Wildwood Ace Hardware	Bulb, Bleach, Broom, Yellow Lumber, Razorblades	\$	67.46
117	Wildwood Tire Company	Tires and Repairs	\$	975.03

STREET DEPARTMENT

118	Payroll	December 1, 2013 Pay Period - 10 Employees	\$	17,838.93
119	Payroll	December 15, 2013 Pay Period - 9 Employees	\$	17,858.03
120	Payroll	December 29, 2013 pay Period - 9 Employees	\$	17,350.73
121	Bright House	Internet Service	\$	106.27
122	Car Quest Auto Parts Stores	Belts, Lamp, Left Lens, Brake Shoes, Remfg Cyl, Etc	\$	599.05
123	Cason & Gaskins TV Inc	Battery	\$	4.99
124	Culligan	Cooler Rental and Bottled Water	\$	18.37
125	Department of Corrections	Work Squad	\$	14,374.25
126	Duke Electric	Electric Service	\$	5,483.49
127	EGP	Per Copy Maintenance Contract	\$	0.01
128	Fastenal	Galv Buckle, S/S Band	\$	430.21
129	FL Municipal Insurance Trust	Workers Comp Insurance	\$	3,256.39
130	Harris Tree Service, Inc	Trimming and Removal of Trees throughout City	\$	1,600.00
131	HD Supply WaterWorks	Quick Release Hose & Clamps	\$	269.36
132	Gene Kornegay	Boot Allowance	\$	75.00
133	KWI	Manlift Rental - Christmas Lights	\$	700.00
134	Lawton Bros., Inc	Service Call Repair - Vacuum Plugged in Wrong	\$	155.00
135	Massey Pest Control Service	Monthly Pest Control	\$	20.00
136	MMD Computer	Technical Support and Equipment	\$	928.20
137	Office Depot	Office Supplies	\$	1.40
138	Salecorp of Florida Inc	Ear Plugs, Smooth Plate for Mower Deck, Gatorade	\$	214.26
139	Sumter Electric	Electric Service	\$	183.85
140	The Daily Commercial	Ads	\$	537.52
141	John Thompson	Boot Allowance	\$	31.97
142	Unifirst	Uniforms	\$	498.08
143	UPS	Postage	\$	17.27
144	Verizon Wireless	Cell Phone Service	\$	383.97
145	Wildwood Ace Hardware	Premixed Concrete, 3 Wire PVC Grd Conn, Rake, Etc.	\$	200.53
146	Wildwood Mower & Saw, Inc	Pulley, Carburetor, Caster, Idler Pulley, Shaft, Etc	\$	1,722.24
147	Wildwood Tire Company	Tires and Repairs	\$	346.76

FLEET SERVICES

148	Payroll	December 1, 2013 Pay Period - 2 Employees	\$	5,262.03
149	Payroll	December 15, 2013 Pay Period - 2 Employees	\$	5,262.03
150	Payroll	December 29, 2013 pay Period - 2 Employees	\$	5,352.02
151	Bank of America	Northern Tool	\$	239.99
152	Big Truck Parts, Inc	Filters	\$	53.31
153	Bright House	Internet Service	\$	106.27
154	Car Quest Auto Parts Stores	Charger, Spring Brake Tool, Starting Fluid, Solvent	\$	225.41
155	Culligan	Cooler Rental and Bottled Water	\$	18.37
156	Duke Electric	Electric Service	\$	119.39
157	FL Municipal Insurance Trust	Workers Comp Insurance	\$	901.65
158	Interstate Battery System of N. FL	Batteries	\$	669.65

January 13 2014
Page 4

159	Massey Pest Control Service	Monthly Pest Control	\$	20.00
160	Office Depot	Office Supplies	\$	1.40
161	Unifirst	Uniforms	\$	168.46
162	Verizon Wireless	Cell Phone Service	\$	116.01
163	Wildwood Ace Hardware	Weld Wire, Distilled Water	\$	38.97
164	Wildwood Mower & Saw, Inc	Fuel Filter, Filter Y Intank,	\$	10.86

COMMUNITY RE-DEVELOPMENT

165	Payroll	December 1, 2013 Pay Period - .5 Employees	\$	1,786.45
166	Payroll	December 15, 2013 Pay Period - .5 Employees	\$	1,683.37
167	Payroll	December 29, 2013 pay Period - .5 Employees	\$	612.51
168	Bright House	Internet Service	\$	61.18
169	FL Municipal Insurance Trust	Workers Comp Insurance	\$	12.25

PARKS AND RECREATION

170	Payroll	December 1, 2013 Pay Period - 5 Employees	\$	7,235.09
171	Payroll	December 15, 2013 Pay Period - 5 Employees	\$	7,235.09
172	Payroll	December 29, 2013 pay Period - 5 Employees	\$	7,235.01
173	AWS	Port O Let Rental	\$	792.00
174	Bank of America	FDLE, Walmart	\$	242.00
175	Best Way Auto Glass	Inmates Van Windshield	\$	171.00
176	Blue Monster Promotions	Baker House Shirts	\$	707.50
177	Bright House	Internet Service	\$	61.18
178	Car Quest Auto Parts Stores	14 LB Tie Cables, Wheel Cylinder, Nuts, Studs, Belts	\$	357.30
179	Central Irrigation Pump & Supply, Inc	Hunter Gear Drive, Gear Rotor, Olson Easy Ells	\$	372.08
180	Certified Foundations, Inc	Baker House Restoration	\$	8,400.00
181	City Electric Supply Co.	Bulbs	\$	19.74
182	Culligan	Softener Rental - Lake Deaton - Wigglesworth	\$	33.25
183	Department of Corrections	Work Squad	\$	8,624.55
184	Department of Management Services	Telephone Service	\$	45.02
185	Duke Electric	Electric Service	\$	1,586.96
186	Earthscapes Unlimited Inc.	Assorted Plants	\$	2,021.76
187	EGP	Per Copy Maintenance Contract	\$	0.93
188	Ernie Morris	Office Supplies	\$	14.94
189	FL Municipal Insurance Trust	Workers Comp Insurance	\$	612.45
190	Ford Press	Business Cards	\$	59.00
191	Gidget Gibson	Reimburse for Out of Pocket Parade Expense	\$	56.00
192	Golf Ventures, Inc	Replacement Bearing Assembly	\$	102.45
193	John Deere Landscapes	Mini Shovel	\$	9.60
194	Maggio Enterprises, Inc	Paper Products	\$	408.37
195	Massey Pest Control Service	Monthly Pest Control	\$	160.00
196	MMD Computer	Technical Support and Equipment	\$	108.34
197	Nature Calls	Port O Let Rental	\$	505.00
198	Resource One	Cleaning Supplies	\$	257.15
199	Salescorp of Florida	Gatorade, Smooth Plate for Mower Deck	\$	315.66
200	Sumter County School Board	Brochures for Historical Society	\$	657.12
201	Sumter Electric	Electric Service	\$	311.03
202	TurfMasters and Associates, Inc	Lawn Fertilization and Pest Control	\$	3,065.00
203	Unifirst	Uniforms	\$	377.79
204	Verizon Wireless	Cell Phone Service	\$	131.85
205	Wildwood Ace Hardware	Toolbox, Gloves, Floor Care Kit, Broom, Keys, Lags, Etc.	\$	579.16
206	Wildwood Mower & Saw, Inc	Blades, Idler Pulley, Starter, Ignition Switch, Etc	\$	1,021.16
207	Wildwood Tire Company	Tires and Repairs	\$	201.35

COMMUNITY CENTER & OXFORD COMMUNITY CENTER

208	AFGE Local 506	Deposit Refund - Wildwood Community Center	\$	312.00
209	Ida Anderson	Deposit Refund - Wildwood Community Center	\$	100.00
210	Bank of America	Sharky's Vac N Sew	\$	528.48
211	Bright House	Internet Service	\$	352.55

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Page 5

212	Century Link	Telephone Service	\$	47.35
213	Lisa Dickerson	Deposit Refund - Wildwood Community Center	\$	100.00
214	EGP	Per Copy Maintenance Contract	\$	0.25
215	Jesus Leonor	Deposit Refund - Oxford Community Center	\$	100.00
216	Maggio Enterprises, Inc	Paper Products	\$	188.35
217	Massey Pest Control Service	Monthly Pest Control	\$	70.00
218	Jose Nunez	Deposit Refund - Wildwood Community Center	\$	739.00
219	Oracle Elevator	Regular Service	\$	445.43
220	Eloise Otero	Deposit Refund - Oxford Community Center	\$	50.00
221	Resource One	Cleaning Supplies	\$	149.19
222	Virginia Santamaria	Deposit Refund - Wildwood Community Center	\$	590.00
223	Sumter Electric	Electric Service	\$	1,355.81
224	Unifirst	Rugs	\$	65.67
225	Wildwood Ace Hardware	Lock Lube, Glue, Drill Bit, Fasteners, Bulbs, Ext Pole, Etc	\$	75.77

PHYSICAL ENVIRONMENT ADMINISTRATIVE DEPARTMENT

226	Payroll	December 1, 2013 Pay Period - 3 Employees	\$	5,647.08
227	Payroll	December 15, 2013 Pay Period - 3 Employees	\$	5,633.69
228	Payroll	December 29, 2013 pay Period - 3 Employees	\$	5,416.39
229	Automated Building Control Systems	Checked Unit and Reported Problems	\$	90.00
230	Besco Electric Supply Company	Bulbs	\$	12.82
231	Bright House	Internet Service	\$	183.54
232	Business Basics Etc., LLC	3 Part Work Orders	\$	323.00
233	Car Quest Auto Parts Stores	Fuel Filter, Oil Filter, Fleet Oil	\$	67.60
234	Century Link	Telephone Service	\$	68.00
235	Paula Corbin	Personal Vehicle Use - Leesburg Post Office	\$	14.13
236	Duke Electric	Electric Service	\$	564.66
237	EGP	Per Copy Maintenance Contract	\$	60.20
238	Ernie Morris	Office Supplies	\$	202.88
239	FL Municipal Insurance Trust	Workers Comp Insurance	\$	36.75
240	General Fund	Nov 10% Refuse Franchise, Nov Utility Tax	\$	10,907.57
241	General Fund	Dec Refuse Billed Less Franchise Tax	\$	69,092.24
242	General Fund	November Gas Consumption	\$	3,779.82
243	IMS	Software Maintenance	\$	120.50
244	Maggio Enterprises, Inc	Paper Products	\$	57.58
245	Massey Pest Control Service	Monthly Pest Control	\$	50.00
246	MMD Computer	Technical Support and Equipment	\$	1,080.24
247	Office Depot	Office Supplies	\$	5.60
248	Office Max	Office Supplies	\$	103.56
249	PGIT	Premium Due to Final Audit	\$	968.10
250	Pitney Bowes	Postage Machine Rental	\$	171.25
251	Postmaster	Utility Billing Postage	\$	1,174.86
252	Unifirst	Rugs	\$	24.61
253	USPS	Postage	\$	195.64
254	Waste Management, Inc	Franchise Fee Less 10%	\$	67,594.82
255	Wildwood Ace Hardware	Rubber Hose Washer	\$	1.49
256	Deniese Woods	Personal Vehicle Use - Leesburg Post Office	\$	14.13

UTILITY DEPARTMENT

257	Payroll	December 1, 2013 Pay Period - 23 Employees	\$	47,731.14
258	Payroll	December 15, 2013 Pay Period - 23 Employees	\$	47,542.60
259	Payroll	December 29, 2013 pay Period - 23 Employees	\$	46,189.24
260	Bank of America	Discount Office, Northern Tools, Florida Engineering	\$	704.82
261	Besco Electric Supply Company	Satco Med. MP100	\$	70.03
262	Best Way Auto Glass	Inmates Van Windshield	\$	114.00
263	Brenntag	Liquid Chlorine	\$	1,984.12
264	Bright House	Internet Service	\$	285.15
265	Car Quest Auto Parts Stores	Tape, Silicone, Wire Set, Halogen Beam, Nut Spltr	\$	93.40
266	C & C Peat Co., Inc.	Wastewater Treatment-Dewatered Bio-Solids	\$	6,080.00

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Page 6

267	Century Link	Telephone Service	\$	266.18
268	Chemical Containers, Inc.	Rubber Seat Washers, Qt Cap NY Yellow, TeeJet Tip SS	\$	388.85
269	Culligan	Bottled Water	\$	48.73
270	Department of Corrections	Work Squad	\$	5,749.70
271	Dept of Environmental Protection	Annual Wastewater Regulatory & Surveillance Fee	\$	500.00
272	Discount Janitorial & Paper Supply	Cleaning and Paper Supplies	\$	176.56
273	DMS - Suncom	DSL Internet Access	\$	107.32
274	Duke Electric	Electric Service	\$	26,761.37
275	EGP	Per Copy Maintenance Contract	\$	17.20
276	FL Municipal Insurance Trust	Workers Comp Insurance	\$	4,899.96
277	Flowers Chemical Laboratories, Inc	Environmental Testing	\$	1,700.00
278	Hardy Diagnostics	Membrane Filters	\$	288.81
279	HD Supply Waterworks	Ball Valves	\$	69.92
280	Hill Manufacturing	Green Thunder, Maxitrol Deodorant Blocks	\$	515.58
281	Interstate Electrical Services	Troubleshoot Well #2 Breaker Tripped	\$	692.50
282	Key Scales Ford	Tube, Bushing, Plunger	\$	60.28
283	Massey Pest Control Service	Monthly Pest Control	\$	75.00
284	Milling Technologies Inc	Cylinder Re-Seal Backhoe	\$	22.96
285	MMD Computer	Technical Support and Equipment	\$	1,476.65
286	Odyssey Manufacturing	Hypochlorite Solutions	\$	6,099.67
287	Office Max	Office Supplies	\$	407.62
288	Petty Cash	Reimbursement	\$	197.50
289	Bruce Phillips	Personal Vehicle Use - 2 Months	\$	332.22
290	Plant Technicians	Environmental Testing	\$	495.00
291	Alice Scheidler	Personal Vehicle Use	\$	18.08
292	Sumter Electric	Electric Service	\$	10,883.15
293	Sunshine State One Call of Florida	Locators for the Month of November & December 2013	\$	665.44
294	Sunstate Meter & Supply, Inc	Double Band Repair Clamps	\$	3,146.00
295	TAW	Recondition Motor, Dismantle, Clean	\$	1,998.21
296	Test America	Environmental Testing	\$	530.25
297	The Dumont Company	Hypochlorite Solutions, Clear Flow	\$	7,983.75
298	Tony's Air Conditioning and Heating	Evaporator Motor - Lab	\$	188.62
299	Unifirst	Uniforms	\$	1,099.87
300	Verizon Wireless	Cell Phone Service	\$	947.41
301	VWR	NTU Prim Non Ratio, Tape, Standard Condty, Alcojet	\$	342.75
302	Wildwood Ace Hardware	Tape, Crimp Brush, Tote, Saw, Post Hole Digger, Broom	\$	521.03
303	Wildwood Mower & Saw, Inc	Blades, Idler Pulley, Starter, Ignition Switch, Etc	\$	642.06
304	Wildwood Tire Company	Tires and Repairs	\$	399.39
305	Xylem Water Solutions U.S.A., Inc	Disch 6 x 8 Connection, Replacement Pump	\$	31,859.00

ATTORNEYS/CONSULTANTS/SURVEYORS

306	Kimley-Horn & Associates, Inc	Engineers	\$	87,533.36
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FUEL INVENTORY

307	Stone Petroleum Products, Inc	Unleaded Gasoline	\$	17,729.36
308	Stone Petroleum Products, Inc	Ultra LSD Fuel	\$	2,212.28

TOTAL			\$	1,270,996.89
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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 1312-01 Traffic Control Products Site Plan

REQUESTED ACTION: Site Plan approval (SP 1312-01) to construct a 4,800 sq. ft. construction office/shop with related improvements.

Work Session (Report Only) **DATE OF MEETING:** 1/13/2014
 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 4,800 sq. ft. construction office/shop with related improvements (Parcels F12W00P3A and F12W00P3C). **Staff recommends approval of the Site Plan.**

Case SP 1312-01 was considered by the Planning & Zoning Board/Special Magistrate on Tuesday, January 7th, 2014. 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, January 7th, 2014 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 4,800 sq. ft. office and shop building with related improvements. The site is generally located to the north and west of the intersection of SR 44 and Industrial Drive. The Engineer of Record is Hung T. Mai, P.E. with H.T. Mai, Inc. of Tampa, Florida.

Case: SP 1312-01

Parcels: F12W00P3A and F12W00P3C

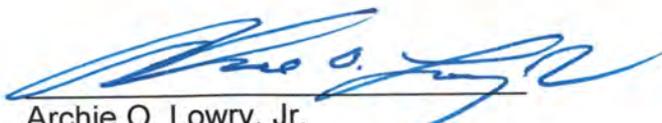
Owner: KCDC of Tampa, Inc.

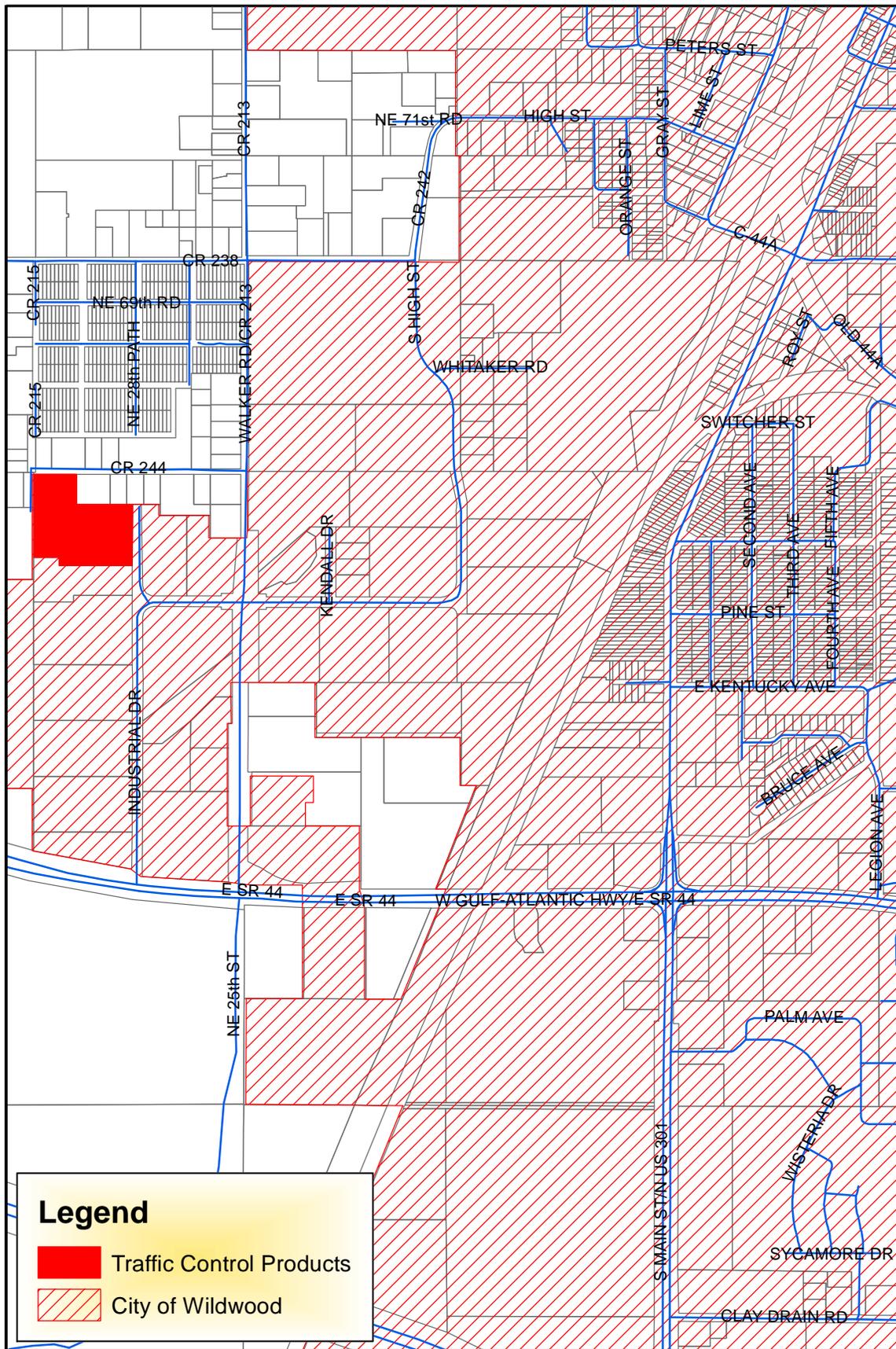
Applicant: Thomas Wasielewski

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: January 10, 2014


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



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Legend

- Traffic Control Products
- City of Wildwood



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



0 Feet 290 580

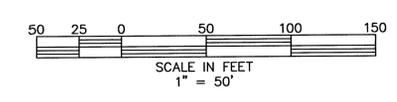
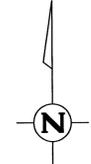
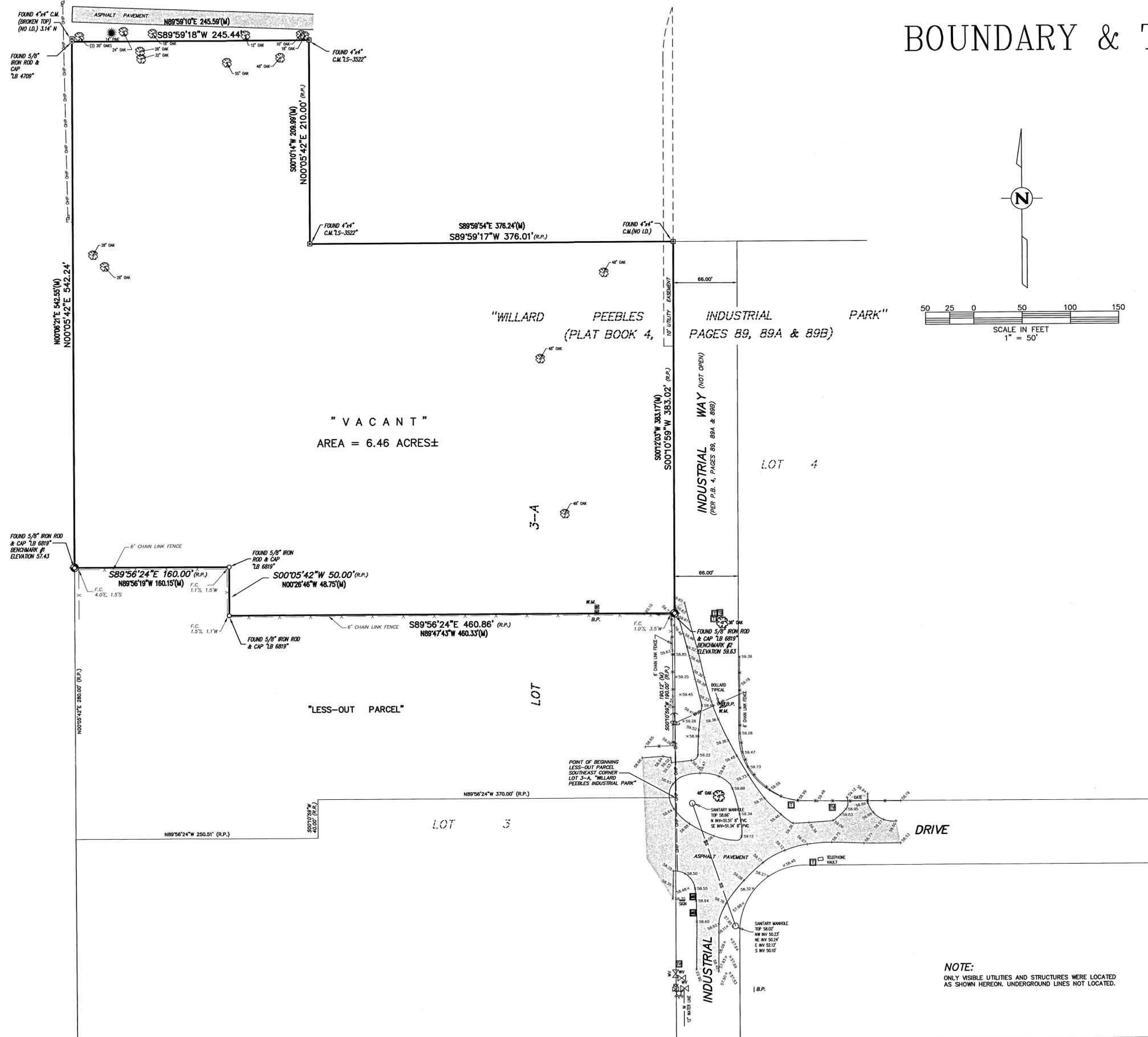
TRAFFIC CONTROL PRODUCTS

WILDWOOD, FLORIDA

DECEMBER 2013

LOCATION MAP

BOUNDARY & TOPOGRAPHIC SURVEY



LEGAL DESCRIPTION:

LOT 3-A OF WILLARD PEEBLES INDUSTRIAL PARK, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 4, PAGES 89, 89A AND 89B, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, LESS THE FOLLOWING: THAT PORTION OF LOT 3-A OF WILLARD PEEBLES INDUSTRIAL PARK, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGES 89, 89-A AND 89-B, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHEAST CORNER OF SAID LOT 3-A, THENCE RUN THE FOLLOWING COURSES ALONG THE LINE BETWEEN LOT 3 AND LOT 3-A: $N89^{\circ}56'24''W$ 370.00 FEET, $S00^{\circ}10'59''W$ 40.00 FEET, $N89^{\circ}56'24''W$ 250.51 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3-A, THENCE $N00^{\circ}05'42''E$ ALONG THE WEST LINE OF SAID LOT 3-A A DISTANCE OF 280.00 FEET; THENCE $S89^{\circ}56'24''E$ 160.00 FEET, THENCE $S00^{\circ}05'42''W$ 50.00 FEET, THENCE $S89^{\circ}56'24''E$ 460.86 FEET TO THE EAST LINE OF SAID LOT 3-A AND THE WEST LINE OF INDUSTRIAL WAY, THENCE $S00^{\circ}10'59''W$ A DISTANCE OF 190.00 FEET TO THE POINT OF BEGINNING.

SURVEYOR'S NOTES:

- THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- CERTIFICATION IS LIMITED TO PARTIES NAMED HEREON.
- BEARINGS ARE BASED ON WEST LINE OF INDUSTRIAL WAY AS SHOWN ON "WILLARD PEEBLES INDUSTRIAL PARK" PLAT AS RECORDED IN PLAT BOOK 4, PAGES 89, 89A AND 89B, S.C.R., HAVING A BEARING OF $N00^{\circ}10'59''E$.
- DESCRIPTION PREPARED FOR THIS SURVEY.
- LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS, RIGHTS OF WAY, OWNERSHIP OR OTHER MATTERS OF RECORD BY THIS FIRM.
- UNDERGROUND IMPROVEMENTS SUCH AS UTILITIES, FOUNDATIONS, ETC. WERE NOT LOCATED.
- LANDS SHOWN HEREON LIE IN FLOOD ZONE "X" (AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOOD PLAIN) ACCORDING TO FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 12119C 0131 D EFFECTIVE DATE: SEPTEMBER 27, 2013.
- THIS SURVEY MEETS ALL APPLICABLE REQUIREMENTS OF THE FLORIDA MINIMUM TECHNICAL STANDARDS AS CONTAINED IN RULE 5J-17.052 OF THE FLORIDA ADMINISTRATIVE CODES.
- ELEVATIONS ARE NORTH AMERICAN VERTICAL DATUM OF 1988 AND THIS SURVEY WAS BASED ON NGS STATION SUMTER 41 NAVD 88.
- TOPOGRAPHIC SURVEY IS LIMITED TO THAT PORTION OF INDUSTRIAL WAY AS SHOWN HEREON.

ABBREVIATIONS:

- O.R.B. = OFFICIAL RECORDS BOOK
- S.C.R. = SUMTER COUNTY RECORDS
- P.B. = PLAT BOOK
- P.G. = PAGE
- C.M. = CONCRETE MONUMENT
- I.D. = IDENTIFICATION
- LB = LICENSED BUSINESS
- CL = CENTERLINE
- R/W = RIGHT-OF-WAY
- R.P. = RECORD PLAT
- F.C. = FENCE CORNER
- (M) = MEASURED
- B.P. = BACK-FLOW PREVENTOR
- W.M. = WATER METER
- TV = CABLE TV LINE
- OHP = OVERHEAD POWER
- FM = FIBER OPTIC MARKER
- PP = POWER POLE
- CR = CABLE TV RISER
- TR = TELEPHONE RISER
- MB = MAILBOX
- SS = SANITARY SEWER LINE
- WV = WATER VALVE
- FD = FIRE HYDRANT
- ICV = IRRIGATION CONTROL VALVE

DATE: 11/13/13
 KAYE W. JAMESON, PROFESSIONAL SURVEYOR & MAPPER
 FLORIDA REGISTRATION No. 5912

SHEET 1 OF 1		BOUNDARY & TOPOGRAPHIC SURVEY SHOWING	
A PORTION OF LOT 3-A		"WILLARD PEEBLES INDUSTRIAL PARK"	
PLAT BOOK 4, PAGES 89, 89A AND 89B		CITY OF WILDWOOD	
SUMTER COUNTY, FLORIDA		FARNER BAILEY AND ASSOCIATES, INC.	
CLIENT: TRAFFIC-CONTROL-PRODUCTS JOB NO.: 055299.0000 ACAD FILE: N-12-19-22-BND-UP-ADD-TOPO FIELD DATE: 01-21-08 CHECKED BY: SD DRAWN BY: SD FLD. BOOK: V05-34.PG.53 REVISIONS: _____ DATE: _____ BND UPDATE ROAD TOPO: JH 11/04/13		ENGINEERS SURVEYORS PLANNERS LB 4709 <small>4450 NE 63RD ROAD - WILDWOOD, FL 34785 - (352) 753-3114</small>	

NOTE:
 ONLY VISIBLE UTILITIES AND STRUCTURES WERE LOCATED AS SHOWN HEREON. UNDERGROUND LINES NOT LOCATED.

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: SP 1312-02 Triumph South – Improvement Plan (PLAT)

REQUESTED ACTION: Improvement Plan approval (SP 1312-02)

Work Session (Report Only) **DATE OF MEETING:** 1/13/2014
 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 Improvement Plan approval from the City Commission for the Triumph South Improvement Plan (Plat) to subdivide parcels D32=040, D32=136, and D32=140 into ninety-four (94) single-family residential lots with shared infrastructure. **Staff recommends approval of the Triumph South Improvement Plan (case SP 1312-02).**

Case SP 1312-02 was considered by the Planning & Zoning Board/Special Magistrate on Tuesday, January 7, 2014. The Planning & Zoning Board/Special Magistrate gave a favorable recommendation of the Improvement 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, January 7th, 2014 by the Special Magistrate. The applicant seeks Improvement Plan (Plat) approval and favorable recommendation from the City of Wildwood Planning and Zoning Board/Special Magistrate for the Triumph South subdivision which consists of 94 single family lots with related infrastructure improvements. The site is generally located to the southwest of the C-462 curve. The Engineer of Record is Lee Clymer, P.E. with Farner, Barley, and Associates, Inc. of Wildwood, Florida.

Case: SP 1312-02

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

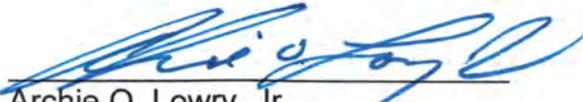
Owner: Wildwood Sumter Holdings, LLC

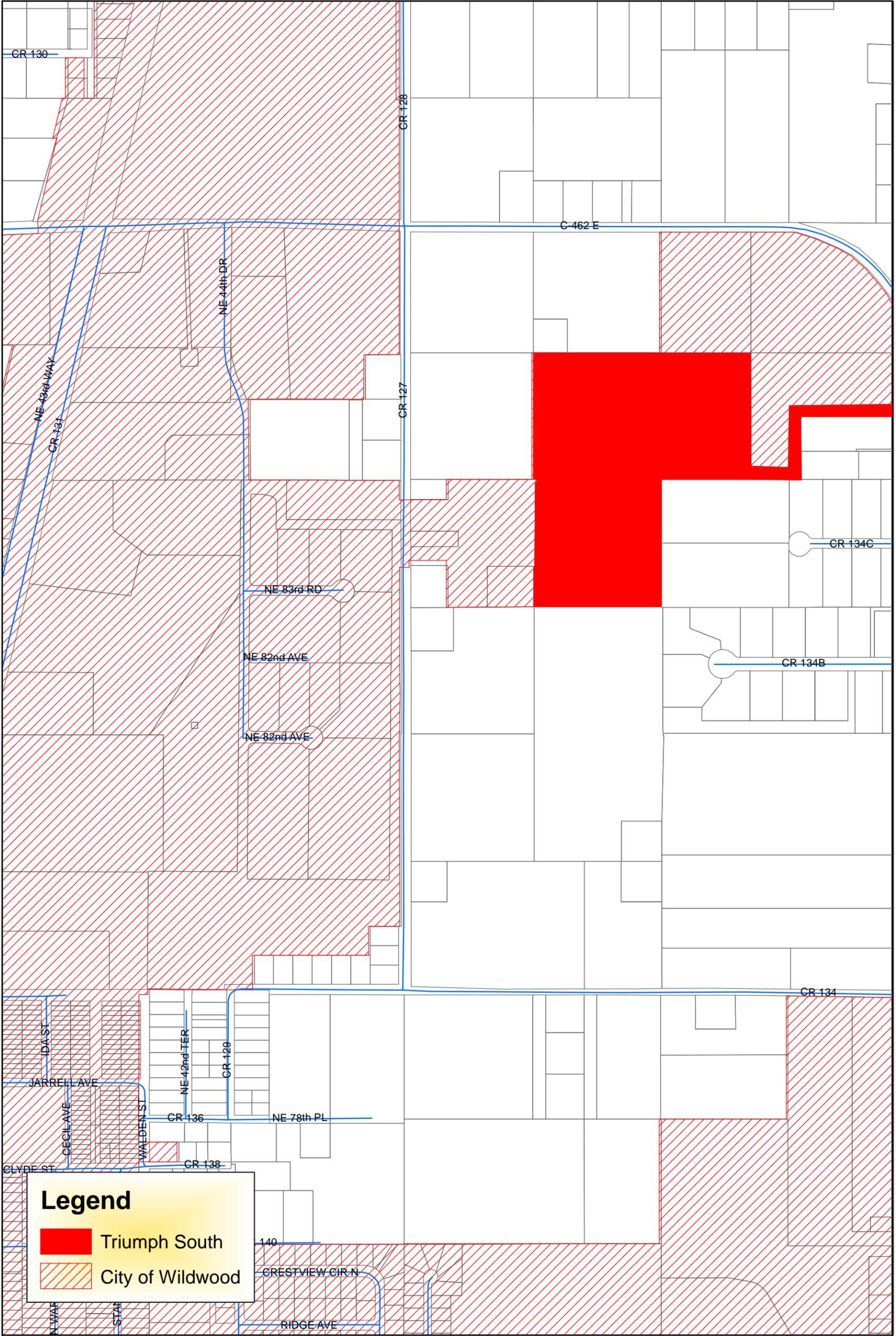
Applicant: SAME

Under subsection 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 improvement plans under the subdivision process in accordance with the procedure outlined in subsection 1.14 (B)(4)(b) and the criteria for the approval of improvement plans as defined in subsection 5.5 of the LDRs.

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

Dated: January 10, 2014


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



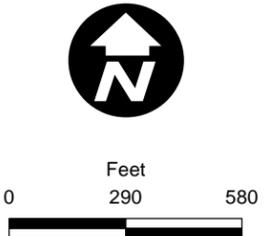
Legend

- Triumph South
- 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



Triumph South	
WILDWOOD, FLORIDA	
OCTOBER 2013	LOCATION MAP

D32=007
ZONING-RR (SUMTER CO.)
LAND USE-RURAL RESIDENTIAL

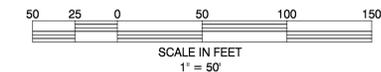
D32=131
ZONING-RR (SUMTER CO.)
LAND USE-RURAL RESIDENTIAL

D32=072
ZONING-RR (CITY OF WILDWOOD)
LAND USE-RURAL RESIDENTIAL

D32=072
ZONING-RR (CITY OF WILDWOOD)
LAND USE-RURAL RESIDENTIAL

D32=047
ZONING-RR
(CITY OF WILDWOOD)
LAND USE-VACANT

LEGEND
A.E. = ACCESS EASEMENT
D.E. = DRAINAGE EASEMENT
U.E. = UTILITY EASEMENT



NE 1/4 OF SW 1/4 OF NE 1/4

N 1/2 OF SE 1/4 OF NE 1/4

SW 1/4 OF SW 1/4 OF NE 1/4

NW 1/4 OF NW 1/4 OF SE 1/4

D32=008
ZONING-A5 (SUMTER COUNTY)
LAND USE-RURAL RESIDENTIAL

D32=009
ZONING-R1 (CITY OF WILDWOOD)
LAND USE-RURAL RESIDENTIAL

MATCHLINE
SEE SHEET 06

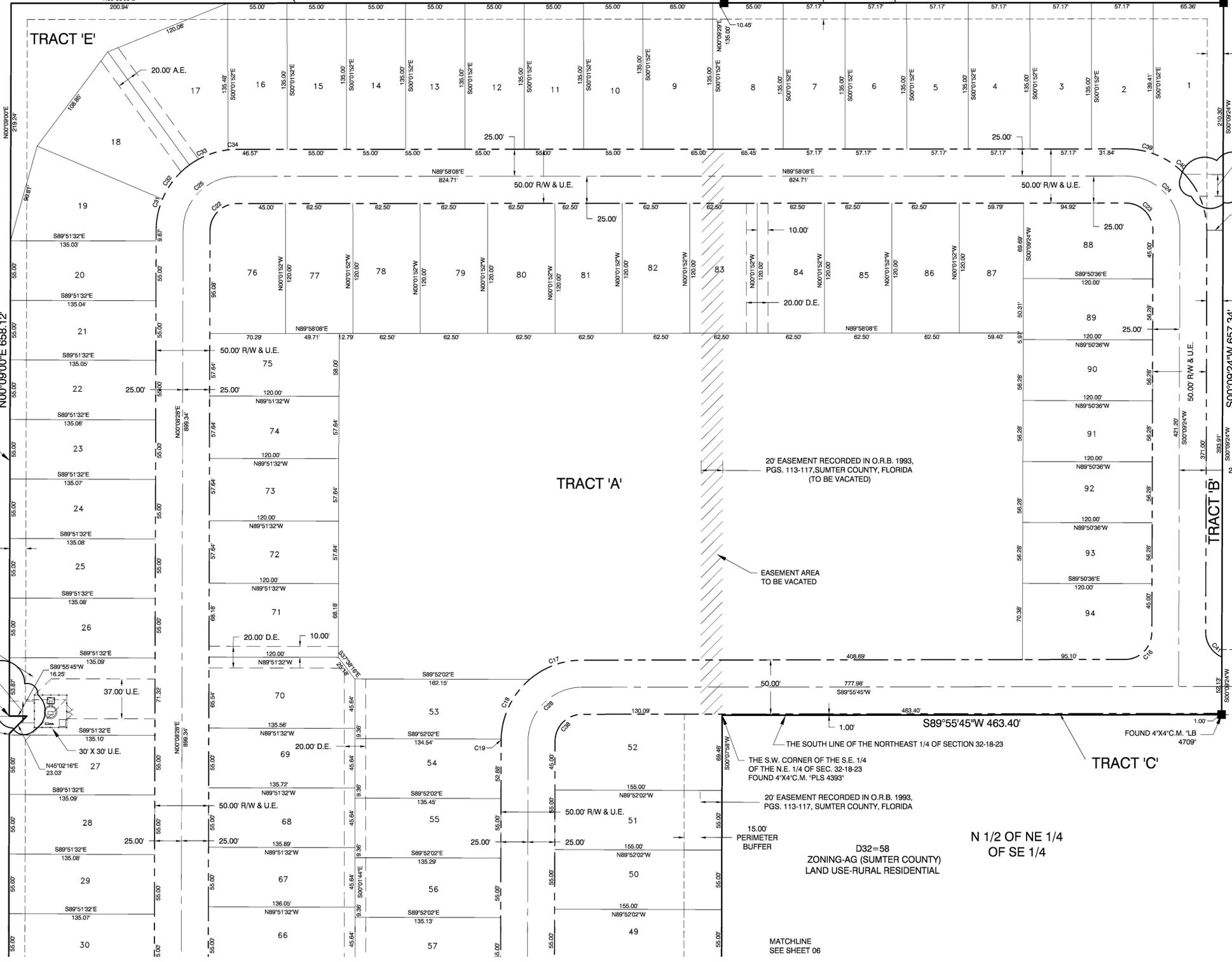
THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32-18-23

THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32-18-23
N89°58'08"E 661.38'

FOUND 4"X4"C.M. 'BAKER'
15.00' PERIMETER BUFFER

THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 32-18-23
N89°58'08"E 463.39'

FOUND 4"X4"C.M. 'LB 4709'

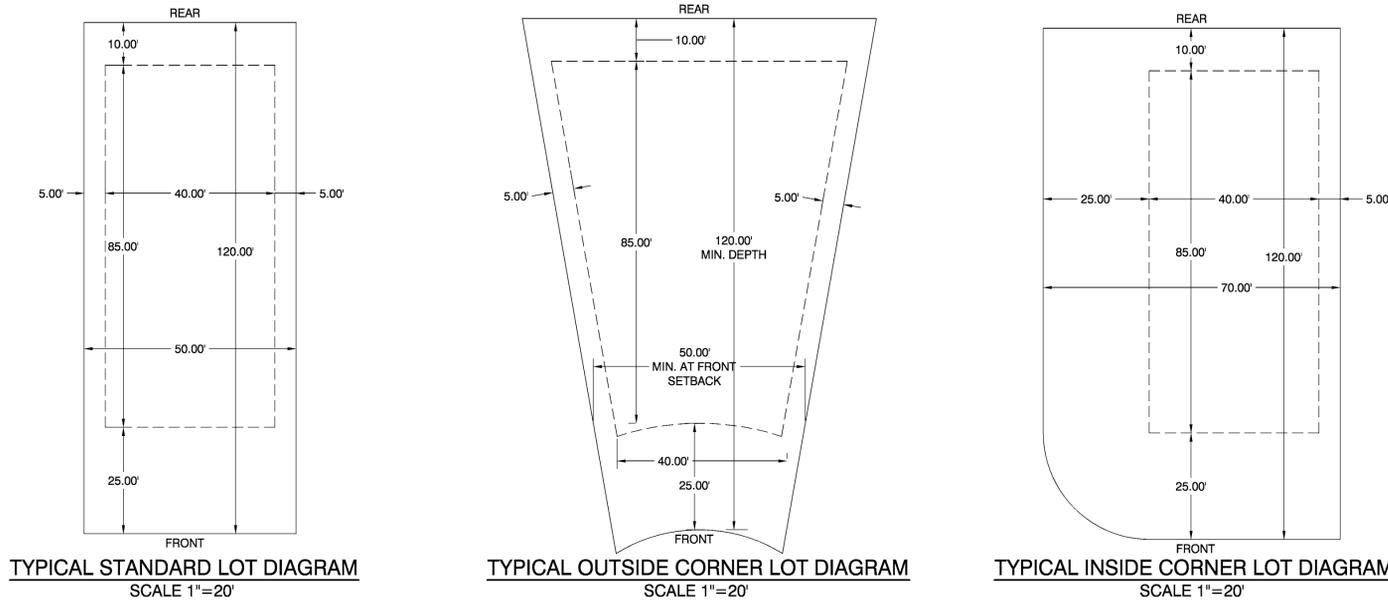


DATE	REVISIONS
12/20/13	REVISED PER C.O.W. R.A.L.

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

TRIUMPH SOUTH
PRELIMINARY PLAT SHEET 1

DATE	12/20/13
DRAWN BY	BLK
CHKD BY	W.L.C.
FILE NAME	05 PLAT
JOB NO.	921141.2696



CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD BNG.	CHORD
C2	37.0	75.00	28°14'28"	18.87	N48°13'18"W	36.97
C3	35.3	75.00	26°59'36"	18.00	N18°36'15"W	35.33
C4	6.9	75.00	5°14'56"	3.44	N02°29'00"W	6.87
C16	39.2	25.00	89°46'21"	24.90	S45°02'35"W	39.17
C17	52.6	75.00	40°11'27"	27.44	S69°50'02"W	52.61
C18	62.8	75.00	47°59'09"	33.38	S25°44'44"W	62.81
C19	2.1	75.00	1°37'12"	1.06	S00°58'34"W	2.12
C20	39.2	25.00	89°50'18"	24.93	S45°03'07"W	39.20
C21	39.3	25.00	90°10'13"	25.07	N44°56'38"W	39.34
C22	39.2	25.00	89°49'40"	24.92	N45°03'18"E	39.19
C23	39.4	25.00	90°11'16"	25.08	S44°56'14"E	39.35
C24	78.7	50.00	90°11'16"	50.16	S44°56'14"E	78.70
C25	78.4	50.00	89°49'40"	49.85	N45°03'18"E	78.39
C26	78.7	50.00	90°10'13"	50.15	N44°56'38"W	78.69
C27	78.4	50.00	89°50'18"	49.86	S45°03'07"W	78.40
C28	78.4	50.00	89°47'48"	49.82	S45°01'52"W	78.36
C31	29.7	75.00	22°41'27"	15.05	N11°29'12"E	29.70
C32	40.8	75.00	31°10'09"	20.92	N38°25'00"E	40.80
C33	38.6	75.00	29°30'39"	19.75	N68°49'24"E	38.63
C34	8.5	75.00	6°27'25"	4.23	N86°44'28"E	8.45
C35	37.0	75.00	28°17'46"	18.91	S75°49'23"W	37.04
C36	39.5	75.00	30°09'59"	20.21	S48°35'30"W	39.49
C37	39.0	75.00	29°45'21"	19.93	S16°37'50"W	38.95
C38	39.2	25.00	89°47'48"	24.91	S45°01'52"W	39.18
C39	25.8	75.00	19°44'14"	13.05	S80°09'45"E	25.84
C40	92.2	75.00	70°27'02"	52.96	S35°04'07"E	92.22
C41	29.0	25.00	86°25'19"	16.37	S33°09'15"E	28.98
C42	38.9	75.00	29°41'16"	19.88	N75°11'07"W	38.86

SITE NOTES

OWNER-DEVELOPER - WILDWOOD SUMTER HOLDINGS, LLC
379 BOWES ROAD
VAUGHAN, ONTARIO L4K1J1 CA

BUILDING SETBACKS = 5' SIDE YARD, 10' REAR YARD,
25' FRONT YARD.

LOCATED IN SECTION 18, TOWNSHIP 18 SOUTH,
RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

NO LOTS ARE LOCATED WITHIN THE 100 YEAR FLOOD ZONE.

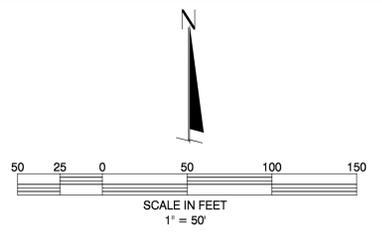
TRACT "A" (4.47 AC.) IS RESERVED FOR RETENTION
TRACT "B" (0.13 AC.) IS OPEN SPACE
TRACT "C" (0.01 AC.) IS OPEN SPACE
TRACT "D" (0.22 AC.) IS RESERVED FOR LIFT STATION SITE
AND RECREATION TRACT
TRACT "E" (0.29 AC.) IS RESERVED FOR RETENTION

AMENITIES INCLUDE A 20'x20' "TOT LOT" AND A GAZEBO WITH A PICNIC TABLE.

SITE DATA

TOTAL ACRES	27.02 AC.
NUMBER OF UNITS	94
EXISTING ZONING	PUD
DENSITY (DU/AC)	3.48 DU/AC
LENGTH OF ROADWAY	4,928 L.F.
MINIMUM LOT DIMENSION	50 x 120'
WATER & SEWER SUPPLIED BY	CITY OF WILDWOOD
ELECTRIC SUPPLIED BY	SECO

OPEN SPACE CALCULATION:
PUD SHALL CONTAIN SET OPEN SPACE AREAS EQUAL TO AT LEAST 15% OF THE TOTAL GROSS AREA.
27.02 AC. (1,177,040 S.F.) TOTAL GROSS AREA X 0.15 = 4.05 AC. OPEN AREA (MIN.)
50% OF RETENTION = 2.11 AC.
PERIMETER BUFFER = 2.12 AC.
TOTAL = 4.23 AC. = 15.7%



D32=009
ZONING-R1 (CITY OF WILDWOOD)
LAND USE-RURAL RESIDENTIAL

MATCHLINE
SEE SHEET 05

THE WEST LINE OF THE NORTHEAST 1/4
OF THE NORTHWEST 1/4 OF THE
SOUTHEAST 1/4 OF SECTION 32-18-23

60.00' INGRESS/
EGRESS ESMT PER
O.R.B 1585, PAGE 706

D32=036
ZONING-R1 (CITY OF WILDWOOD)
LAND USE-RURAL RESIDENTIAL

FOUND 4"x4"C.M. "PLS 4393"
THE NORTH LINE OF THE SOUTHWEST 1/4
OF THE NORTHWEST 1/4 OF THE
SOUTHEAST 1/4 OF SECTION 32-18-23

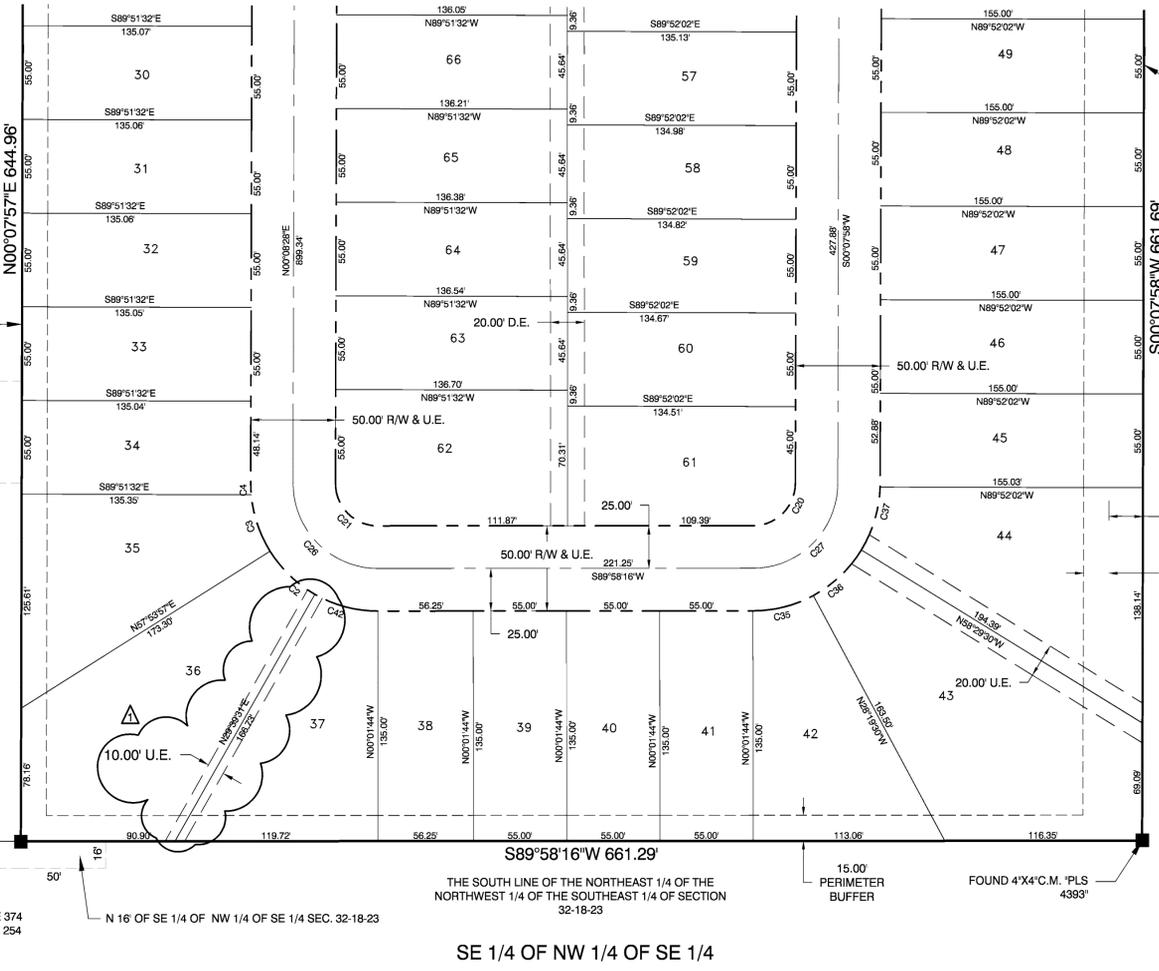
INGRESS/EGRESS EASEMENT PER O.R.B. 1476, PAGE 374
SUMTER ELECTRIC EASEMENT PER O.R.B. 143, PAGE 254

D32=010
ZONING-AG (SUMTER COUNTY)
LAND USE-RURAL RESIDENTIAL

D32=041
ZONING-AG (SUMTER COUNTY)
LAND USE-RURAL RESIDENTIAL

D32=094
ZONING-AG (SUMTER COUNTY)
LAND USE-RURAL RESIDENTIAL

D32E007
ZONING-AG (SUMTER COUNTY)
LAND USE-RURAL RESIDENTIAL



MATCHLINE
SEE SHEET 05

THE EAST LINE OF THE NORTHEAST 1/4 OF
THE NORTHWEST 1/4 OF THE SOUTHEAST
1/4 OF SECTION 32-18-23

20' EASEMENT RECORDED IN O.R.B. 1993,
PGS. 113-117, SUMTER COUNTY, FLORIDA

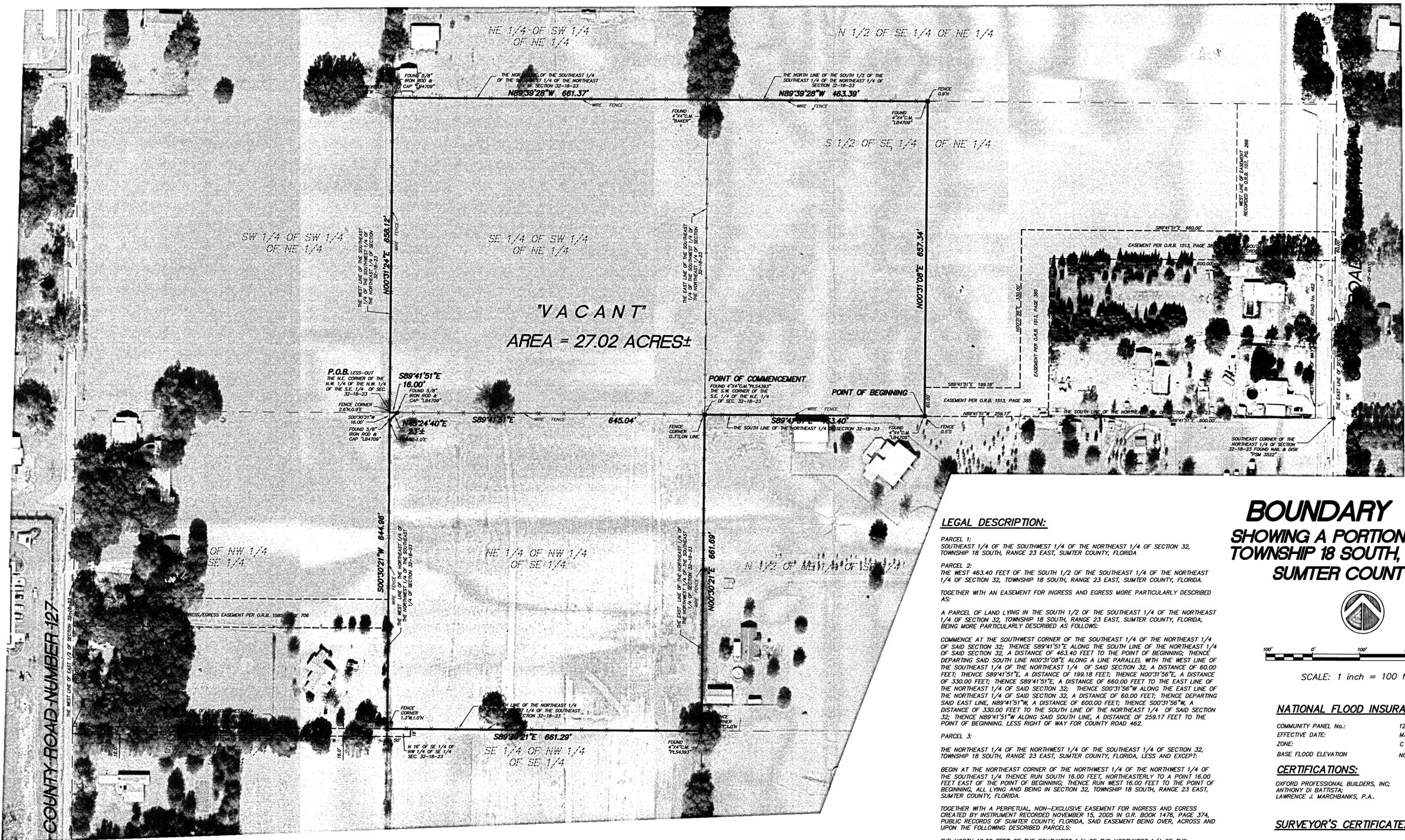
15.00'
PERIMETER
BUFFER

DATE	12/20/13
REVISIONS	REVISED PER C.O.W. R.A.L.

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

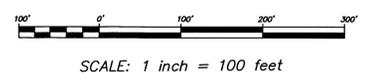
**TRIUMPH SOUTH
PHASES 1 & 2
PRELIMINARY PLAT SHEET 2**

DATE	12/20/13
DRAWN BY	BLK
CHKD BY	W.L.C.
FILE NAME	05 PLAT
JOB NO.	131252.0000



BOUNDARY SURVEY

SHOWING A PORTION OF SECTION 32 TOWNSHIP 18 SOUTH, RANGE 23 EAST SUMTER COUNTY, FLORIDA



LEGAL DESCRIPTION:

PARCEL 1:
SOUTHWEST 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 SOUTHWEST 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 SOUTHWEST 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 SOUTHWEST 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 SOUTHWEST 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 SOUTHWEST 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 SOUTHWEST 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 SOUTHWEST 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 SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

NATIONAL FLOOD INSURANCE PROGRAM:

COMMUNITY PANEL No.: 120296 0075 B
EFFECTIVE DATE: MARCH 15, 1982
ZONE: C
BASE FLOOD ELEVATION: NONE

CERTIFICATIONS:

OXFORD PROFESSIONAL BUILDERS, INC;
ANTHONY DI BATTISTA;
LAWRENCE J. MARCHBANKS, P.A.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE ABOVE MENTIONED MAP OF LAND SURVEY, AND THE FIELD SURVEY ON WHICH IT IS BASED, IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AS PREPARED UNDER MY DIRECTION AND SUPERVISION. I FURTHER CERTIFY THAT THIS SURVEY MEETS THE APPLICABLE REQUIREMENTS OF THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYS IN THE STATE OF FLORIDA (CHAPTER 61017-6 FLORIDA ADMINISTRATIVE CODE) PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

APRIL 29, 2008

Alexander Duchart
ALEXANDER DUCHART, PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 5998

TITLE COMMITMENT INFORMATION TABLE (SCHEDULE B-2 EXCEPTIONS)

ATTORNEYS' TITLE INSURANCE FUND, INC. COMMITMENT NO. C-2804659, EFFECTIVE DATE: APRIL 2, 2008 @ 11.00 P.M.					
ITEM No.	INSTRUMENT TYPE	DESCRIPTION	RECORDING DATA	AFFECTS	PLOTTED
1	N/A	DEFECTS, LIENS, ETC.		NOT ADDRESSED	NO
2	CURRENT SURVEY			YES	YES
3	ADVERSE OWNERSHIP			NOT ADDRESSED	NO
4	TAXES			NOT ADDRESSED	NO
5	EASEMENT	ELECTRIC EASEMENT	ORB 107, PG 286	YES	YES
6	EASEMENT		ORB 1513, PG 385	YES	YES
7	EASEMENT		ORB 1585 PG 706	YES	YES
8	EASEMENT		ORB 1476 PG 374	YES	YES
9	EASEMENT	ELECTRIC EASEMENT	ORB 143 PG 254	NO	YES
10	EASEMENT	ELECTRIC EASEMENT	ORB 98 PG 548	NO	NO

SURVEYOR'S NOTES:

- UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS BOUNDARY SURVEY IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
- CERTIFICATION IS LIMITED TO PARTIES NAMED HEREON.
- BEARINGS SHOWN HEREON ARE BASED ON STATE PLANE GRID CO-ORDINATES, ZONE FLORIDA WEST.
- VISIBLE EASEMENTS OR ENCROACHMENTS ARE SHOWN OR NOTED HEREON.
- UNDERGROUND: IMPROVEMENTS AND UTILITIES NOT LOCATED.
- THE SYMBOLS REFLECTED IN THE LEGEND AND ON THIS SURVEY MAY HAVE BEEN ENLARGED FOR CLARITY. THE SYMBOLS HAVE BEEN PLOTTED AT THE CENTER OF THE FIELD LOCATION AND MAY NOT REPRESENT THE ACTUAL SHAPE OR SIZE OF THE FEATURE.
- THE INFORMATION DEPICTED ON THIS MAP REPRESENTS THE RESULTS OF THE SURVEY ON THE DATE INDICATED AND CAN ONLY BE CONSIDERED AS INDICATING THE GENERAL CONDITIONS EXISTING AT THAT TIME.

ABBREVIATIONS LEGEND:

- | | |
|--------|---------------------------------|
| CONC. | CONCRETE |
| FND. | FOUND |
| L | ARC LENGTH |
| R | RADIUS |
| Δ | CENTRAL ANGLE |
| LB | LICENSED BUSINESS |
| O.R.B. | OFFICIAL RECORDS BOOK |
| P.B. | PLAT BOOK |
| P.G.S. | PAGES |
| PSM | PROFESSIONAL SURVEYOR & MAPPER |
| R/W | RIGHT OF WAY |
| TYP | TYPICAL |
| S/W | SIDEWALK |
| P.P. | POWER POLE |
| I.D. | IDENTIFICATION |
| C.M. | CONCRETE MONUMENT |
| PLS | PROFESSIONAL LAND SURVEYOR |
| CCR | CERTIFIED CORNER RECORD #067616 |

SHEET 1 OF 1

CLIENT	DAVIS-SMITH-BOWES
JOB NO.	81048.0000
ACAD FILE	81048-32-18-23-SMITH-B5
FIELD DATE:	04-25-08
DRAWN BY:	SD
F.L.D. BOOK:	V08-5-PG45-46
REVISIONS	DATE

BOUNDARY SURVEY A PORTION OF SECTION 32 TOWNSHIP 18 SOUTH, RANGE 23 EAST SUMTER COUNTY, FLORIDA

	FARNER BARLEY AND ASSOCIATES, INC.	▲ ENGINEERS ▲ SURVEYORS ▲ PLANNERS LB 4709
	4450 NE 83RD ROAD - WELLSWOOD, FL 34785 - (352) 748-3158	

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

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

REQUESTED ACTION: Adoption of Ordinance O2013-54

Work Session (Report Only) **DATE OF MEETING:** January 13, 2014
 Regular Meeting Special Meeting

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

BUDGET IMPACT: _____

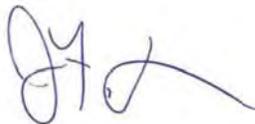
Annual **FUNDING SOURCE:** _____
 Capital **EXPENDITURE ACCOUNT:** _____
 N/A

HISTORY/FACTS/ISSUES:

At the November 11, 2013 meeting, the City Commission held a public hearing and moved to transmit two amendments to the City's Comprehensive Plan to the state reviewing agencies for review and comment. The amendments were proposed via Ordinance O2013-54 and designate the Trailwinds Village and Wildwood Commons 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.

The City did not receive any objections or comments on the proposed Ordinance. At this time it is appropriate for the City to adopt the Ordinance without making any changes to the amendment or the accompanying data and analysis.

Staff recommends the adoption of Ordinance O2013-54.



Jason McHugh
Development Services Coordinator

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 _____, 2014, 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:

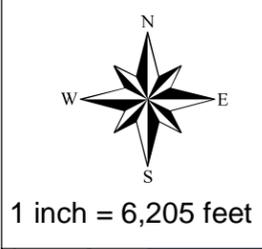
- a. Development of the RAC as a Planned Development (PD);
- b. Provide for a diverse mix of land uses as provided for in Rule 28-24.014(10) F.A.C. housing types, densities and intensities;
- c. Locate only in those areas of the City where major employment centers exist or are encouraged;
- d. Provide 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

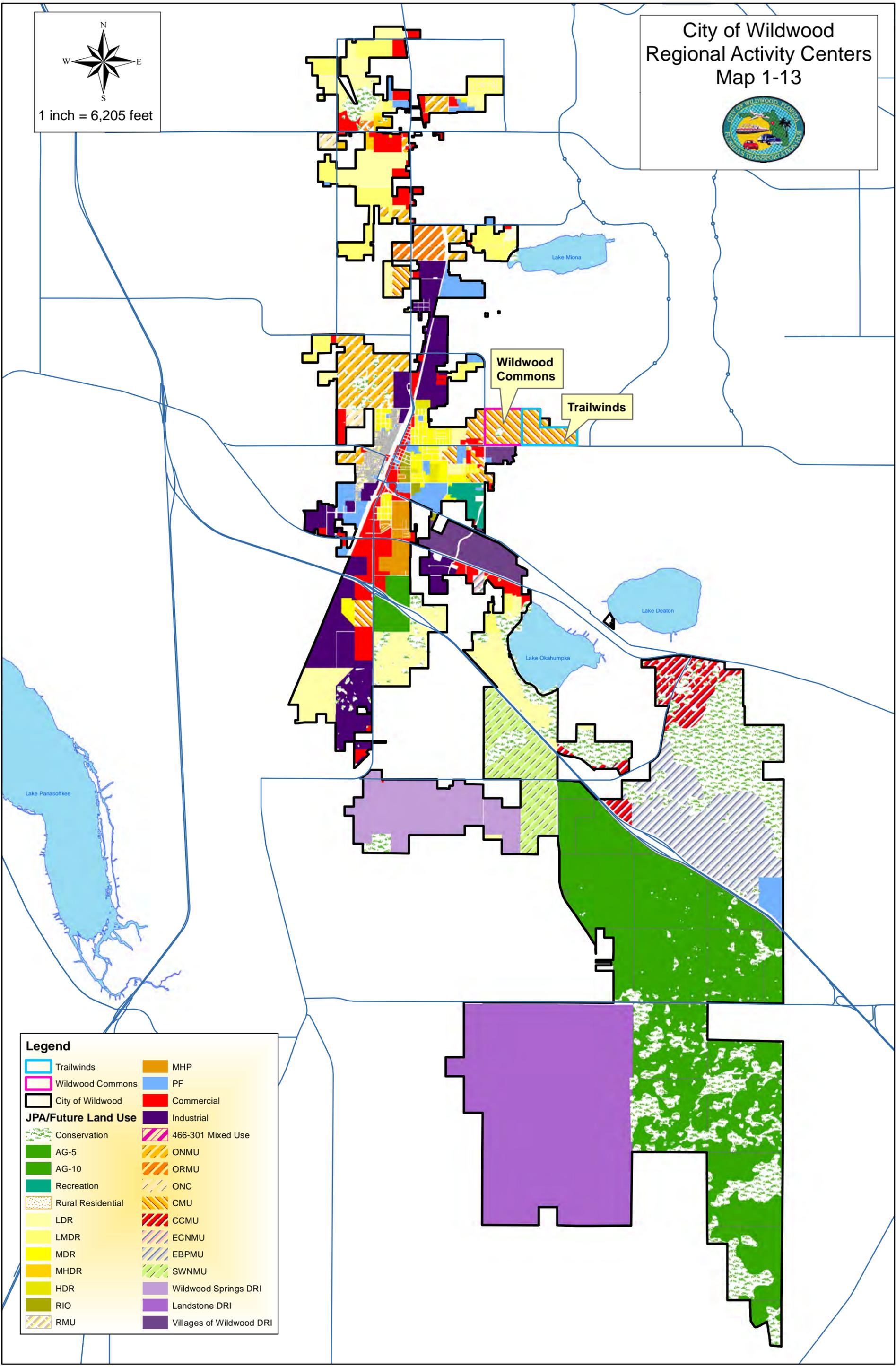
Policy 1.7.A.3 Designation of Trailwinds Village Regional Activity Center. The City hereby designates the Trailwinds Village project as a Regional Activity Center. Trailwinds Village satisfies the parameters for a Regional Activity Center as defined in Section 380.06(2)(a), Florida Statutes, and Rule 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.



City of Wildwood Regional Activity Centers Map 1-13

Legend

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

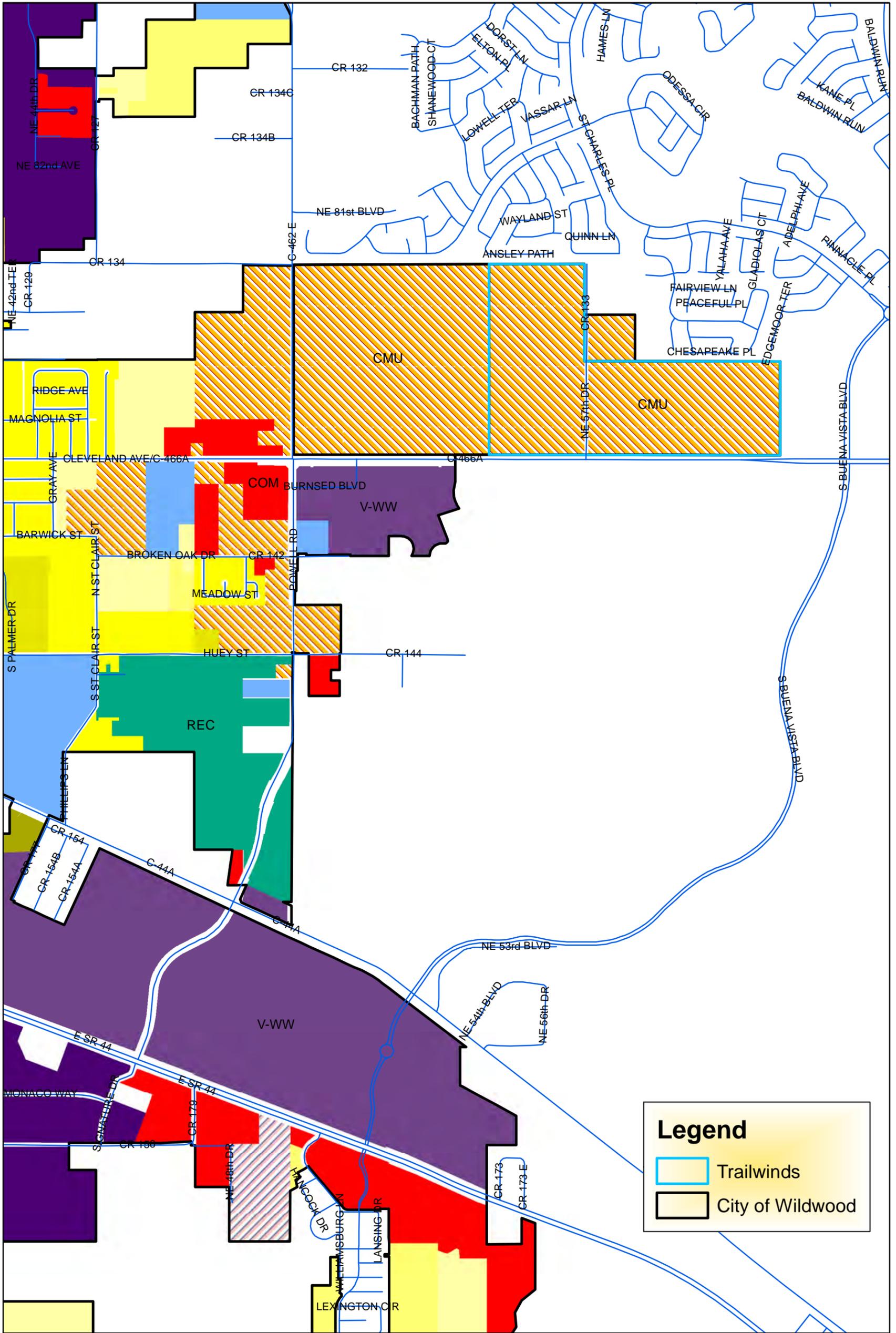
Applicant's finding: The RAC and companion PD amendment provide for a denser, more efficient land use pattern consistent with the CMU future land use category.

- (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.



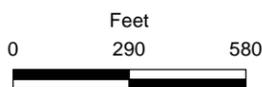
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Legend

- Trailwinds
- City of Wildwood



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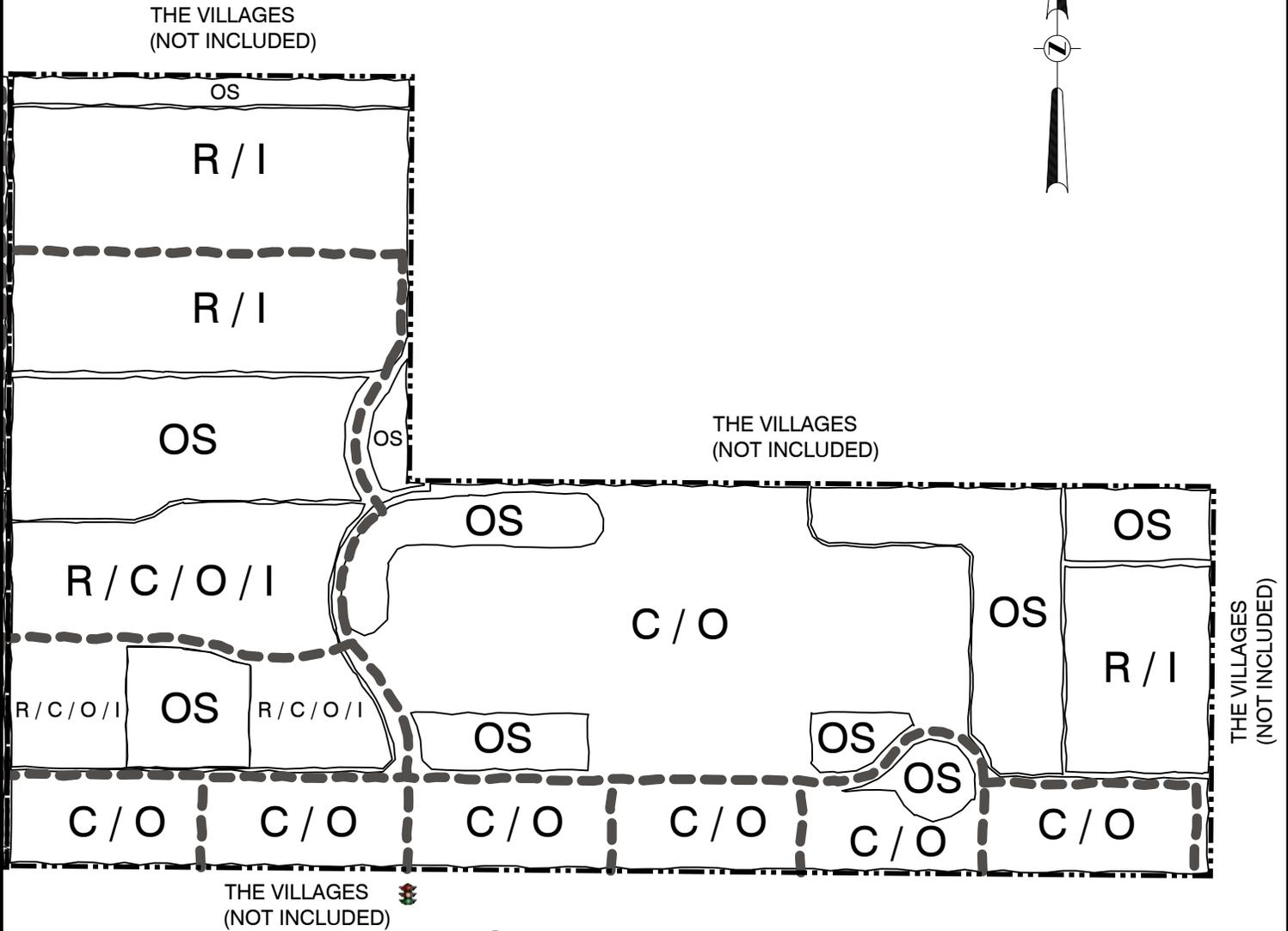
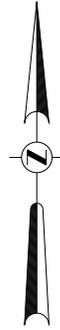


TRAILWINDS

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.

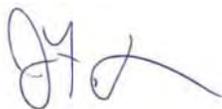
The proposed amendment will not adversely affect the City's water or wastewater services. The City has adequate capacity within its systems to accommodate the project. The City's utility lines will be brought from the CR 462/CR 466A/Powell Road area to the Trailwinds Village project (adjacent to the 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;

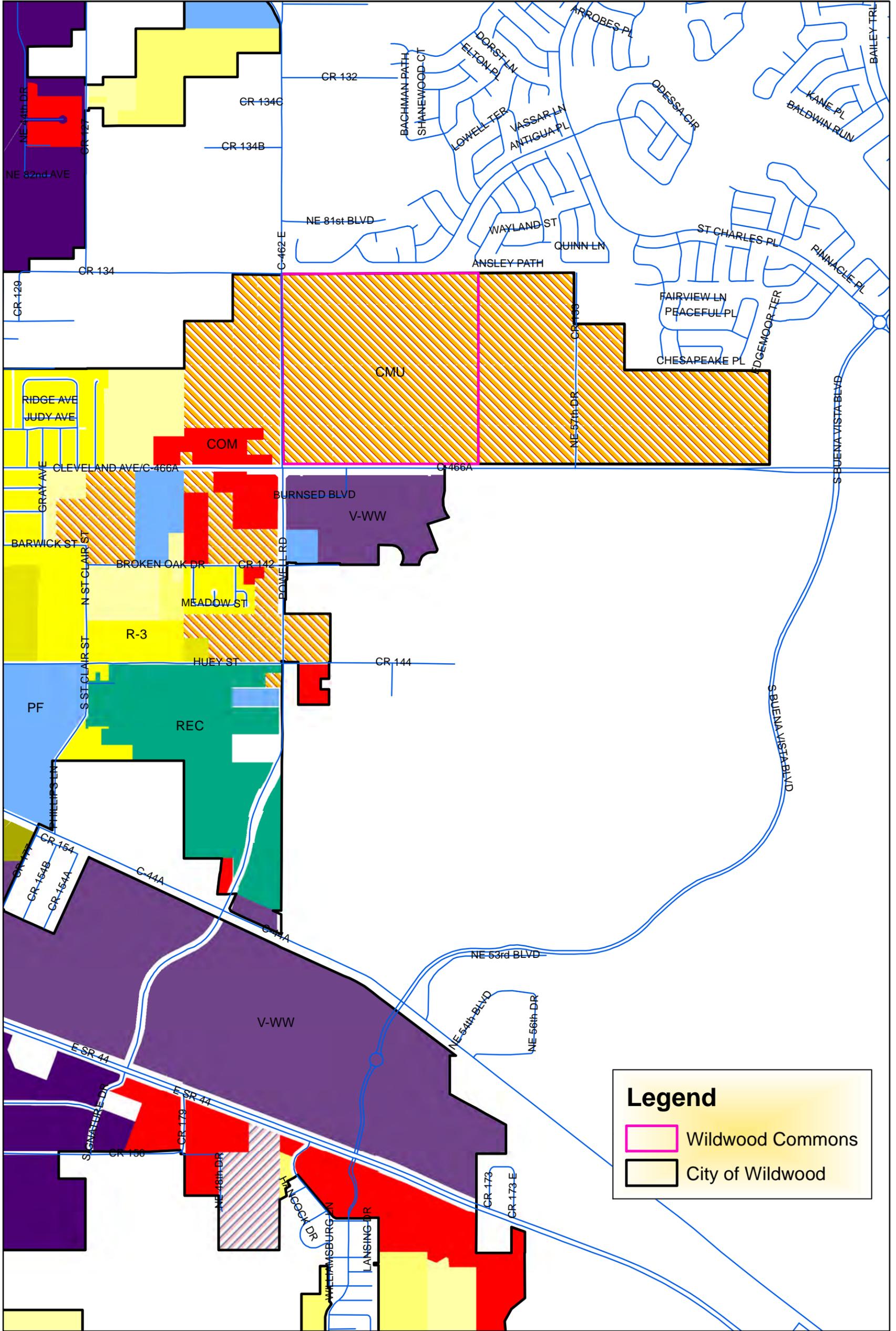
Applicant's finding: The RAC designation provides for the ability to create a denser, more efficient land use pattern consistent with the CMU future land use category.

- (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.

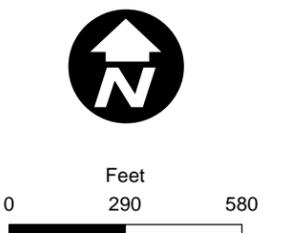
Applicant's finding: The RAC designation will not create excessive traffic congestion or other detriment to public safety and the City has adequate plant and transmission capacity to provide water, sewer, and reclaimed service to the property. The impacts of development will be evaluated at time of PD 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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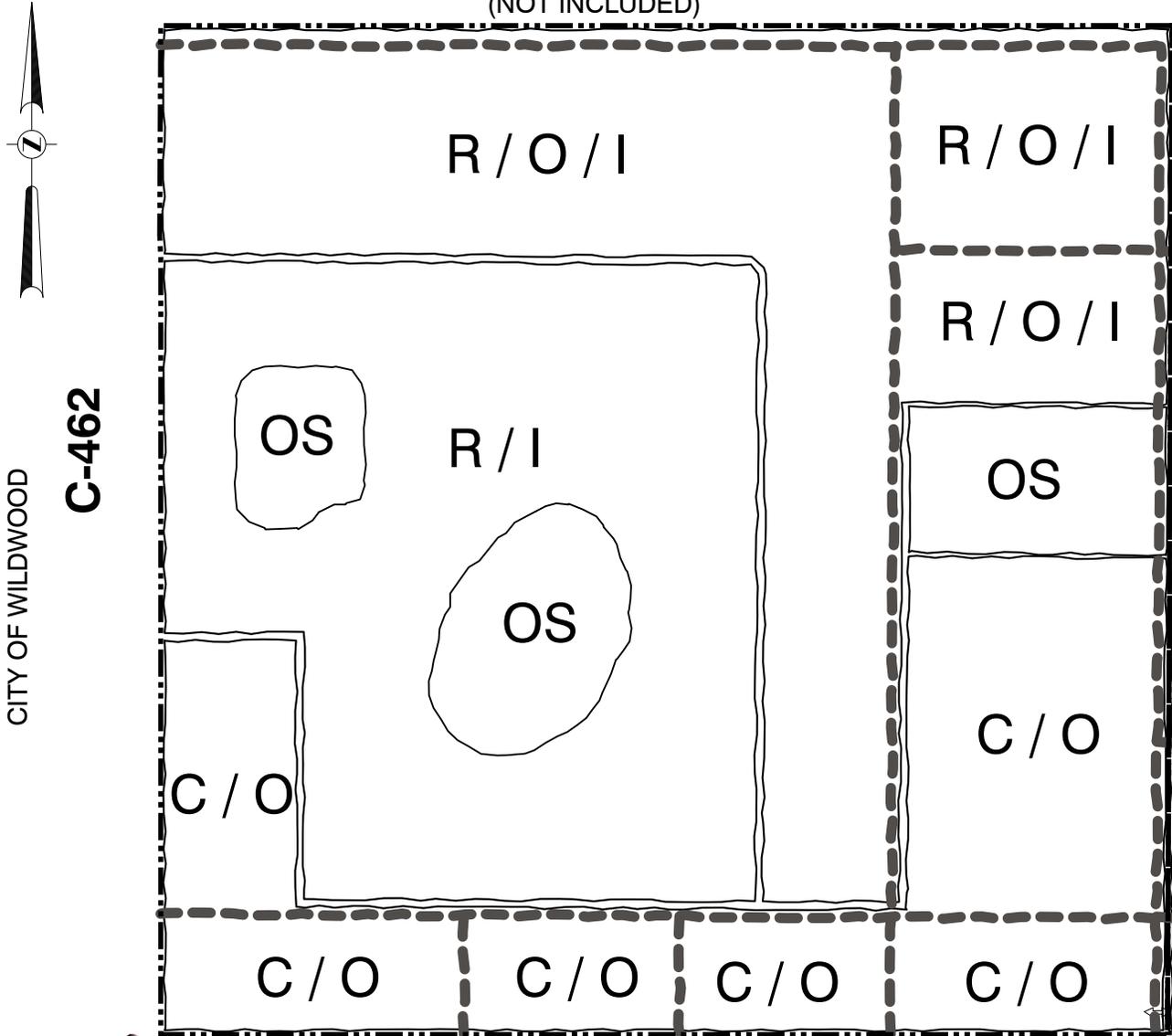
WILDWOOD COMMONS

WILDWOOD, FLORIDA

OCTOBER 2013

EXISTING FUTURE LAND USE

THE VILLAGES
(NOT INCLUDED)



CITY OF WILDWOOD
C-462



POWELL RD.

SARASOTA ST

THE VILLAGES
(NOT INCLUDED)

CR 466 A



PINELLAS PLACE

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: Ordinance O2014-05: First Amendment to Lakeside Landings PD Agreement

Approval of Ordinance O2014-05

REQUESTED ACTION:

- | | | |
|---|--|--|
| <input type="checkbox"/> Work Session (Report Only) | DATE OF MEETING: | <u>1/7/14 First Reading</u>
<u>1/13/14 Adoption</u> |
| <input 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 seeks approval from the City Commission for a Planned Development amendment to Ordinance O2013-37.

This amendment will clarify a discrepancy in the setbacks for corner lots within the Lakeside Landings development.

Ordinance O2014-05 amends Section 3, Paragraph G, (Setbacks) of Ordinance O2013-37.

Staff recommends approval of Ordinance O2014-05.



Jason McHugh
Development Services Coordinator



City of Wildwood
Planning & Zoning Board/Special Magistrate

The case below was heard on Tuesday, January 7th, 2014 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 amending the setbacks stated in the approved Ordinance. The site is generally located on the south side of C-472 approximately one mile east of US Hwy 301. The Engineer of Record is Jeffrey A. Head, P.E. with Farner, Barley, and Associates, Inc. of Wildwood, Florida.

Case: RZ 1312-03

Parcels: D21=003, et. al.

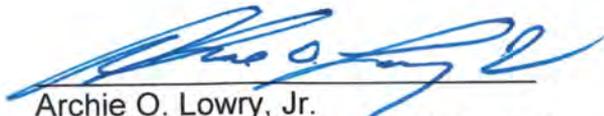
Owner: Power Corporation / Lakeside Landings

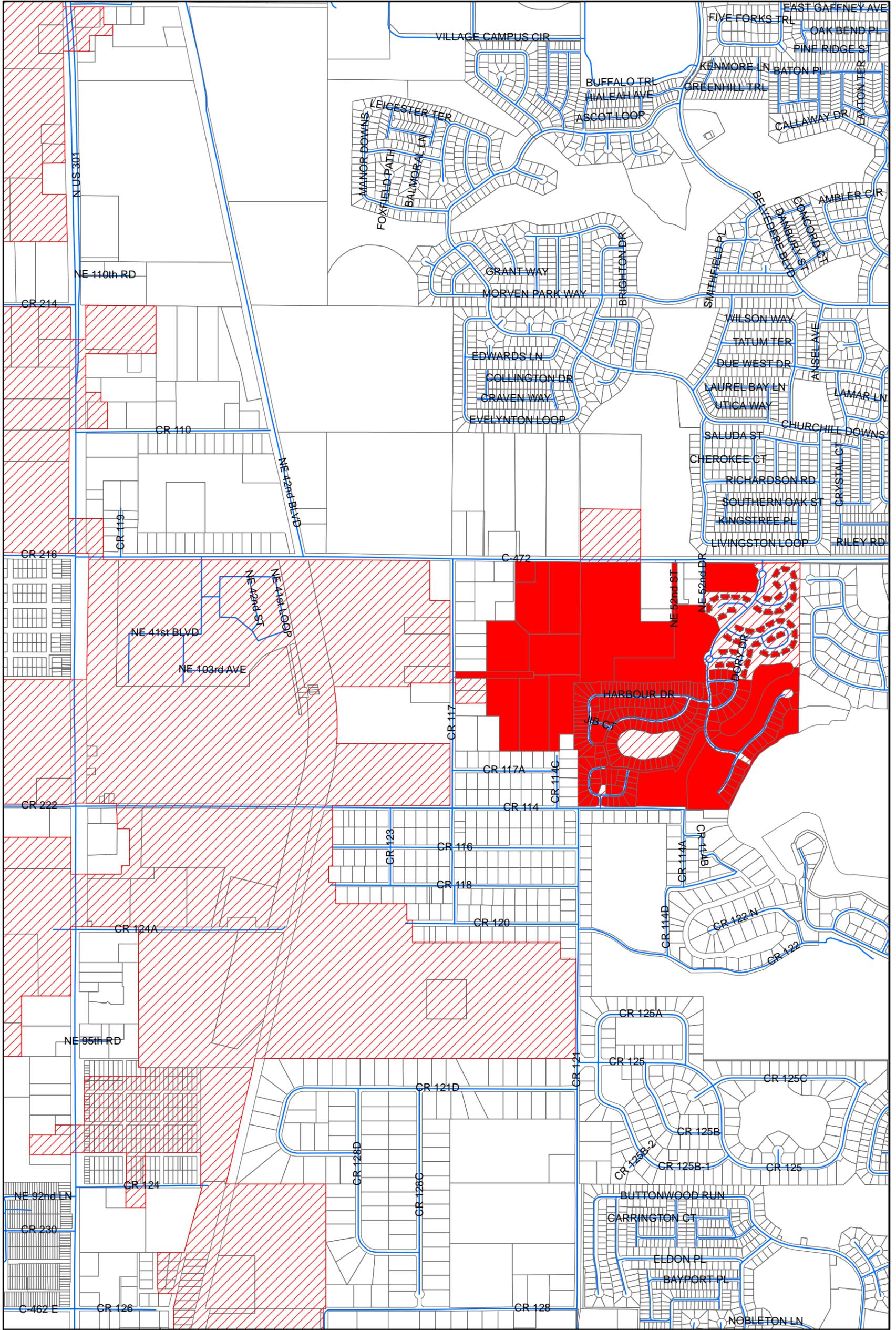
Applicant: SAME

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

Based upon the testimony and information presented, the Special Magistrate recommends approval of the Zoning Map Amendment and favorable recommendation of Ordinance O2014-05 to the City Commission.

Dated: January 10, 2014

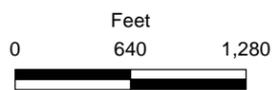

Archie O. Lowry, Jr.
Special Magistrate City of Wildwood



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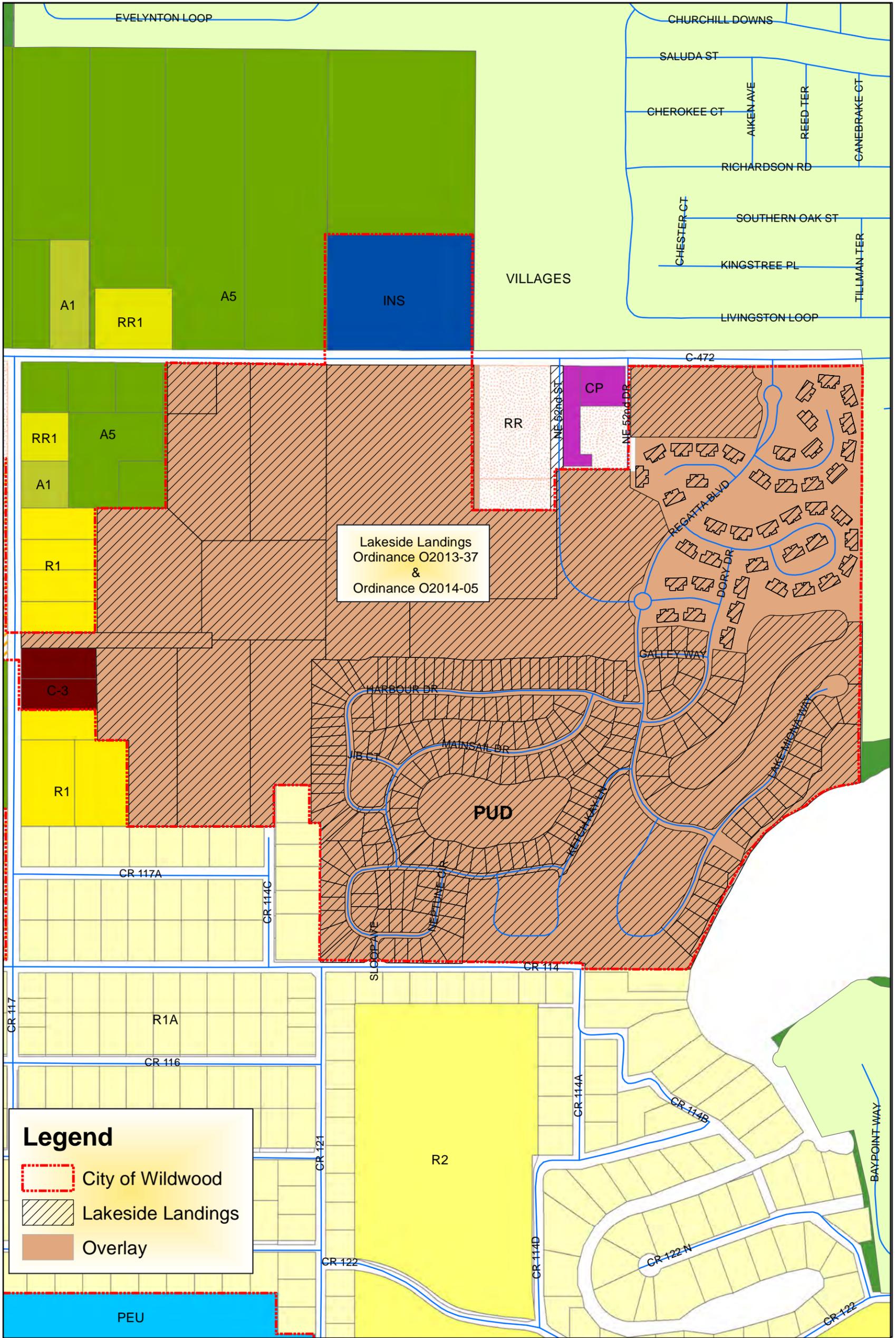


**LAKESIDE LANDINGS
 RZ 1212-01**

WILDWOOD, FLORIDA

SEPTEMBER 2013

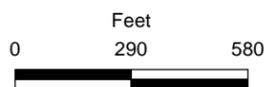
LOCATION MAP



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**LAKESIDE LANDINGS
RZ 1212-01**

WILDWOOD, FLORIDA

JANUARY 2014

**PROPOSED OVERLAY
ZONING**

ORDINANCE NO. O2014-05

AN ORDINANCE OF THE CITY OF WILDWOOD FLORIDA;
AMENDING SECTION 3, PARAGRAPH G OF ORDINANCE
O2013-37; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Power Corporation (hereinafter the “Developer”) filed an application for a Planned Development which together with supporting documents, analyses, maps, charts, and other evidence and instruments, the advice, report, and recommendation of the Project Review Committee and the testimony adduced and evidence received at the Public Hearing by the Planning and Zoning Board on October 10, 2013;

WHEREAS, based upon such materials and otherwise being fully informed the City Commission duly adopted Ordinance O2013-37 on October 28, 2013; and

WHEREAS, at this time, the Developer desires to make certain amendments to Ordinance O2013-37.

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

SECTION 1. All terms and provisions of Ordinance O2013-37 shall remain the same unless specifically amended below.

SECTION 2. Section 3, Paragraph G, (Setbacks) is amended to modify the Setbacks as follows:

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

1) Single Family Detached Dwellings:

25’ front setback

10’ separation between structures

Corner lots: Side setback along the right-of-way shall be 7.5’ (one side only). There shall be no minimum side setback on the opposite side of the lot provided the 10’ separation between structures is maintained.

2) Single Family Attached Dwellings.

25’ front setback

20’ between structures

3) Commercial Parcel:

35’ front setback (from CR 472)

25’ side and rear setbacks

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 _____, 2014, 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: Acorn Investments LLC Comp. Plan Amendment, CP 1311-01

REQUESTED ACTION: Approval of Ordinance O2014-01.

Work Session (Report Only) **DATE OF MEETING:** 1/13/14 First Reading
1/27/14 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:

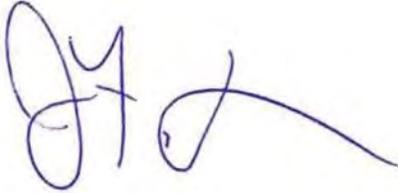
The applicant, Joe Nisbett, Acorn Investments, LLC, seeks approval for a Small Scale Future Land Use Map Amendment to the adopted Comprehensive Plan. On January 7, 2014 the case was heard before the Planning and Zoning Board/Special Magistrate acting as the Local Planning Agency in which the Special Magistrate recommended approval of Ordinance O2014-01. **Staff also recommends approval of Ordinance 02014-01 (attached).**

The 1.5 +/- acre subject parcel is intended to be utilized in conjunction with surrounding parcels as part of a larger development. The amendment reassigns the property from Sumter County "Agricultural" to City "Low Density Residential." 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 "Low Density Residential" 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 specifically the Joint Planning Area Future Land Use Map;
- 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

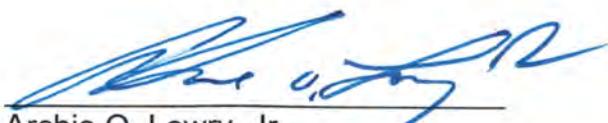
The case below was heard on Tuesday, January 7th, 2014, by the Special Magistrate. The applicant seeks a small scale comprehensive plan amendment from County Agricultural to City Low Density Residential (LDR) on 1.5 +/- acres. The site is generally located to the southwest of the intersection of C-466 and C-209.

Case: CP 1311-01
Parcel: A portion of C13=109
Owner: Joe Nisbett, Acorn Investments, LLC
Applicant: Joe Nisbett, Acorn Investments, LLC

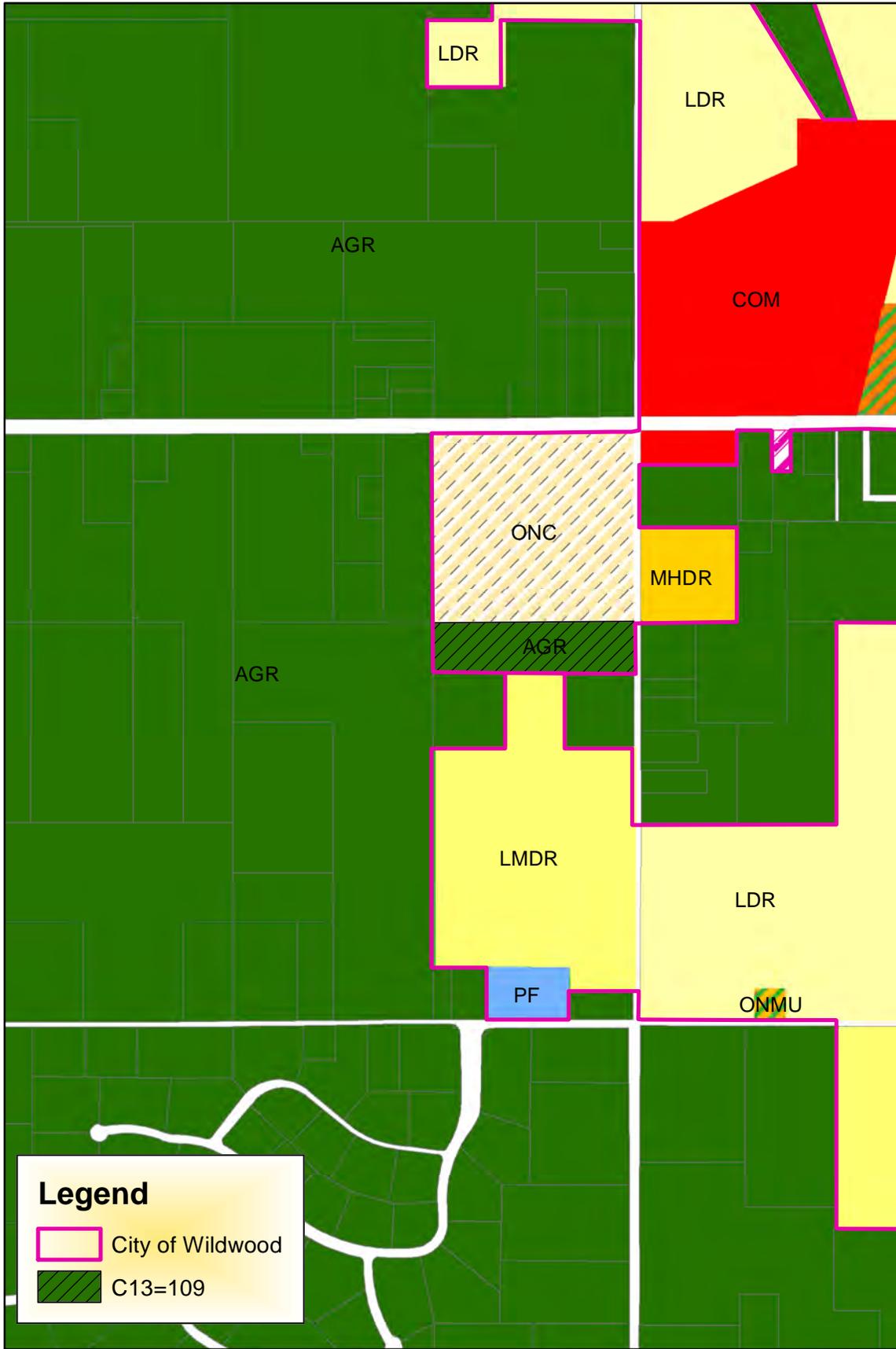
Under subsection 1.7(C) of the Land Development Regulations (LDRs), the Planning and Zoning Board/Special Magistrate as Local Planning Agency has a duty to make a recommendation to the City Commission on all proposed comprehensive plan amendments in accordance with the procedure outlined in subsection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

Based upon the testimony and information presented, the Special Magistrate recommends approval of the small scale land use map amendment and favorable recommendation of Ordinance O2014-01 to the City Commission.

Dated: January 10, 2014



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



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Legend

- City of Wildwood
- C13=109

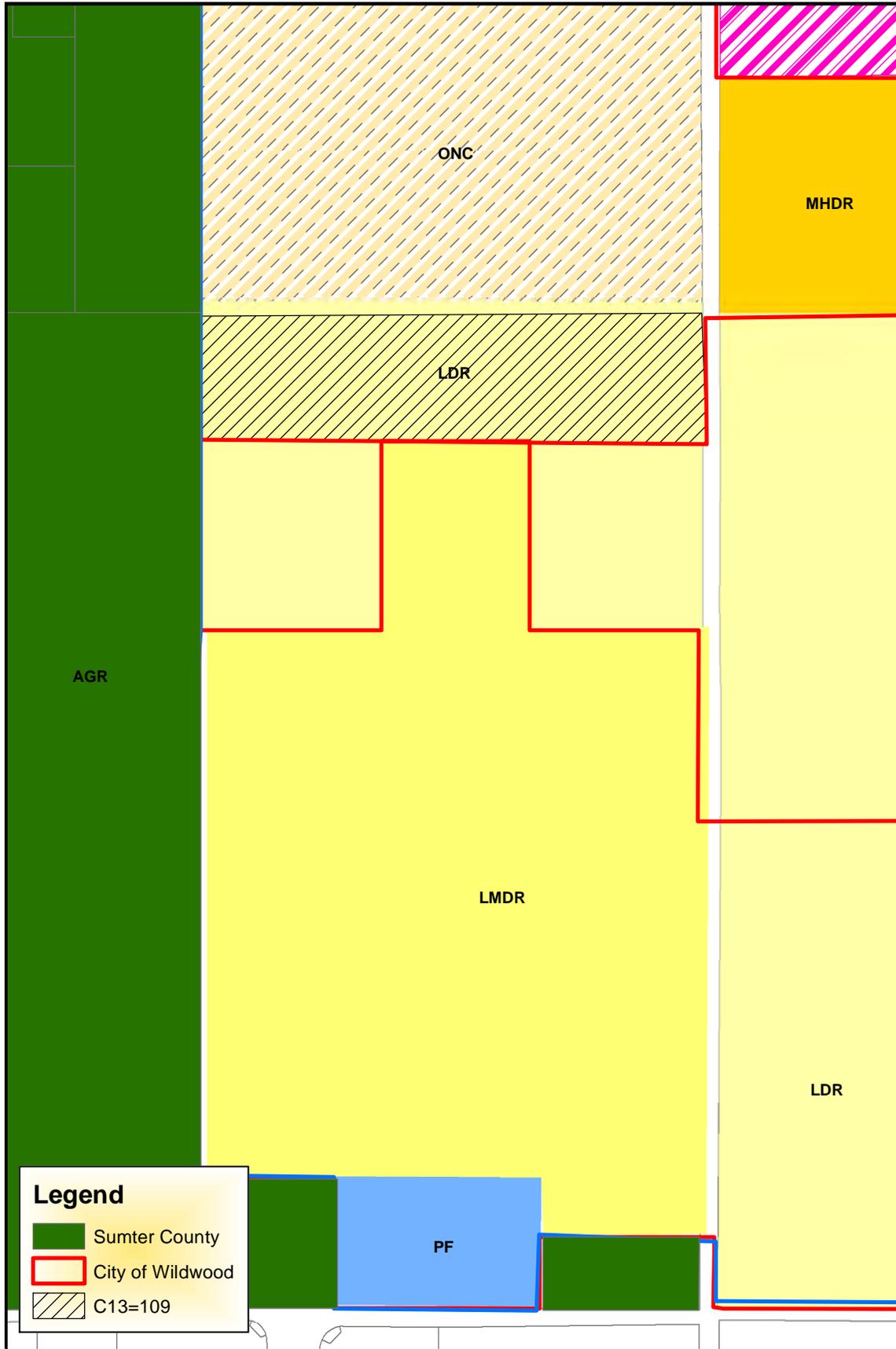


City of Wildwood
100 North Main Street
Wildwood, FL 34485
Phone: (352) 330-1330
www.wildwood-fl.gov



0 Feet 290 580

C13=109 ACORN	
WILDWOOD, FLORIDA	
DECEMBER 2013	EXISTING FUTURE LAND USE



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



0 Feet 290 580

C13=109 ACORN PROPERTY	
WILDWOOD, FLORIDA	
DECEMBER 2013	JPA LAND USE

ORDINANCE NO. O2014-01

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 C13=109
Acorn 209 Parcel
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.

This property is to be reclassified from Sumter County comprehensive plan designation "Agricultural" to City comprehensive plan designation "Low Density Residential."

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 _____, 2014, 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:

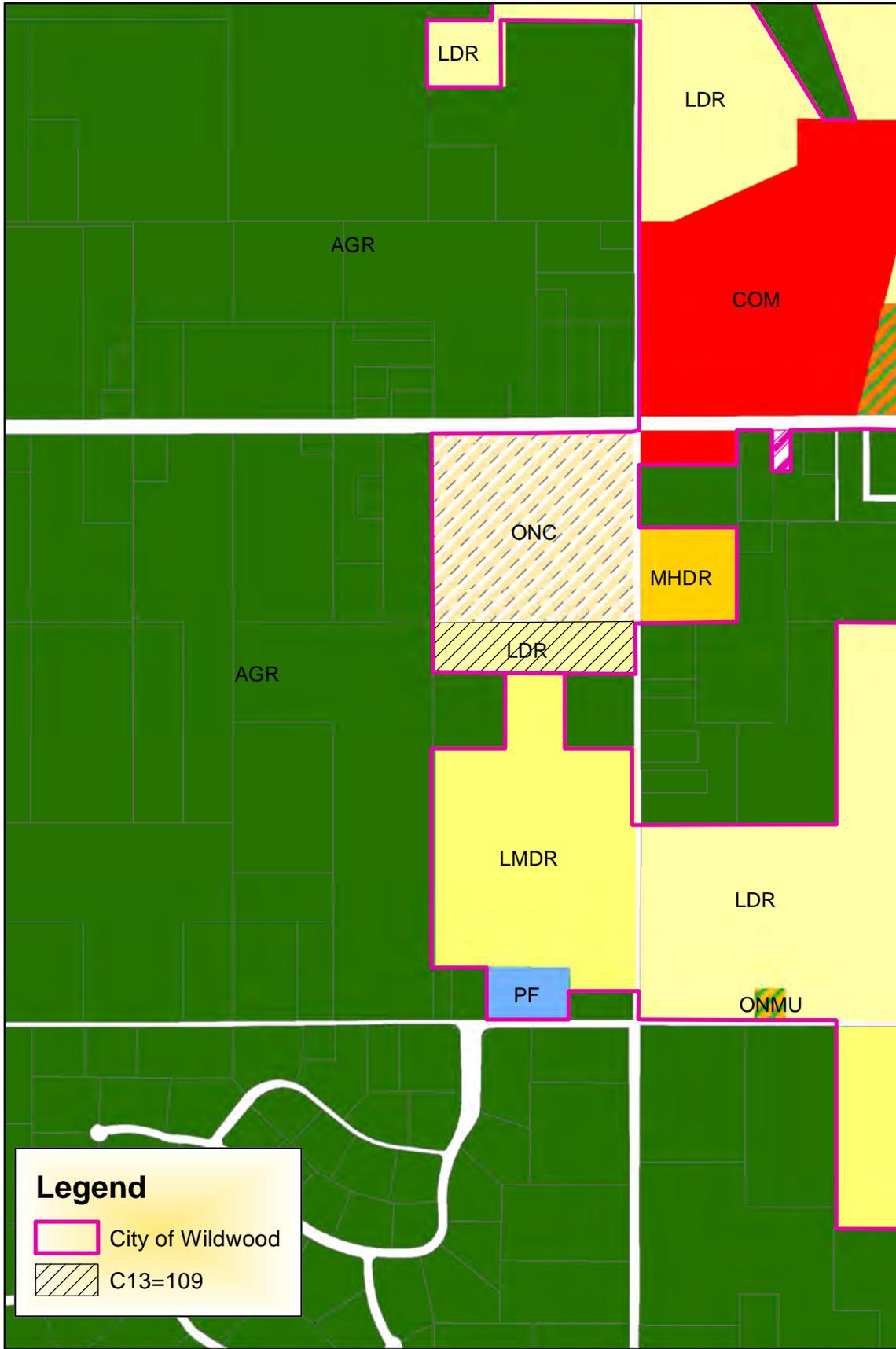
Ashley Hunt, City Attorney

Ordinance O2014-01

“Exhibit A”

C13=109 (Acorn 209 Parcel)

Proposed Future Land Use Map Designation



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Legend

 City of Wildwood

 C13=109



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



0 Feet 290 580

C13=109 ACORN	
WILDWOOD, FLORIDA	
DECEMBER 2013	PROPOSED FUTURE LAND USE

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Acorn Investments LLC Rezoning – RZ 1311-01

REQUESTED ACTION: Approval of Ordinance O2014-02.

<input type="checkbox"/> Work Session (Report Only)	DATE OF MEETING:	<u>1/13/14 First Reading</u>
<input checked="" type="checkbox"/> Regular Meeting	<input type="checkbox"/> Special Meeting	<u>1/27/14 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		

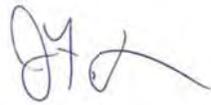
HISTORY/FACTS/ISSUES:

The applicant, Joe Nisbett, Acorn Properties, LLC, seeks approval from the City Commission for a rezoning from Sumter County "A5" to City of Wildwood "R-1: Low Density Residential."

The 1.5 +/- acre subject property is located to the southwest of the intersection of C-466 and C-209. The property is subject to a concurrent Small Scale Comprehensive Plan amendment to change the Future Land Use Map designation to City "Low Density Residential". The requested zoning of "R-1: Low Density Residential" would bring the property into compliance with the proposed Future Land Use Map designation.

Staff recommends approval of Ordinance O2014-02 subject to approval of Ordinance O2014-01, which establishes a future land use appropriate to the proposed zoning.

Case RZ 1311-01 was considered by the Planning & Zoning Board/Special Magistrate on Tuesday, January 7th, 2014. The Planning & Zoning Board/Special Magistrate gave a favorable recommendation of the rezoning to the City Commission.



Jason McHugh
Development Services Coordinator

City of Wildwood
Planning & Zoning Board/Special Magistrate

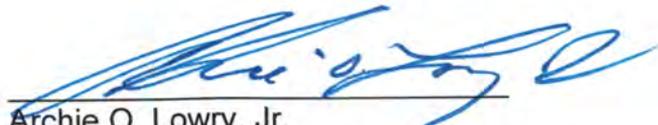
The case below was heard on Tuesday, January 7th, 2014 by the Special Magistrate. The applicant seeks approval and favorable recommendation from the City of Wildwood Planning and Zoning Board/Special Magistrate for a Zoning Map Amendment from County "A-5" (Agricultural 5 acres per house) to City "R-1: Low Density Residential." The property is generally located to the southwest of the intersection of C-466 and C-209.

Case: RZ 1311-01
Parcel: A portion of parcel C13=109
Owner: Joe Nisbett, Acorn Investments, LLC
Applicant: Joe Nisbett, Acorn Investments, LLC

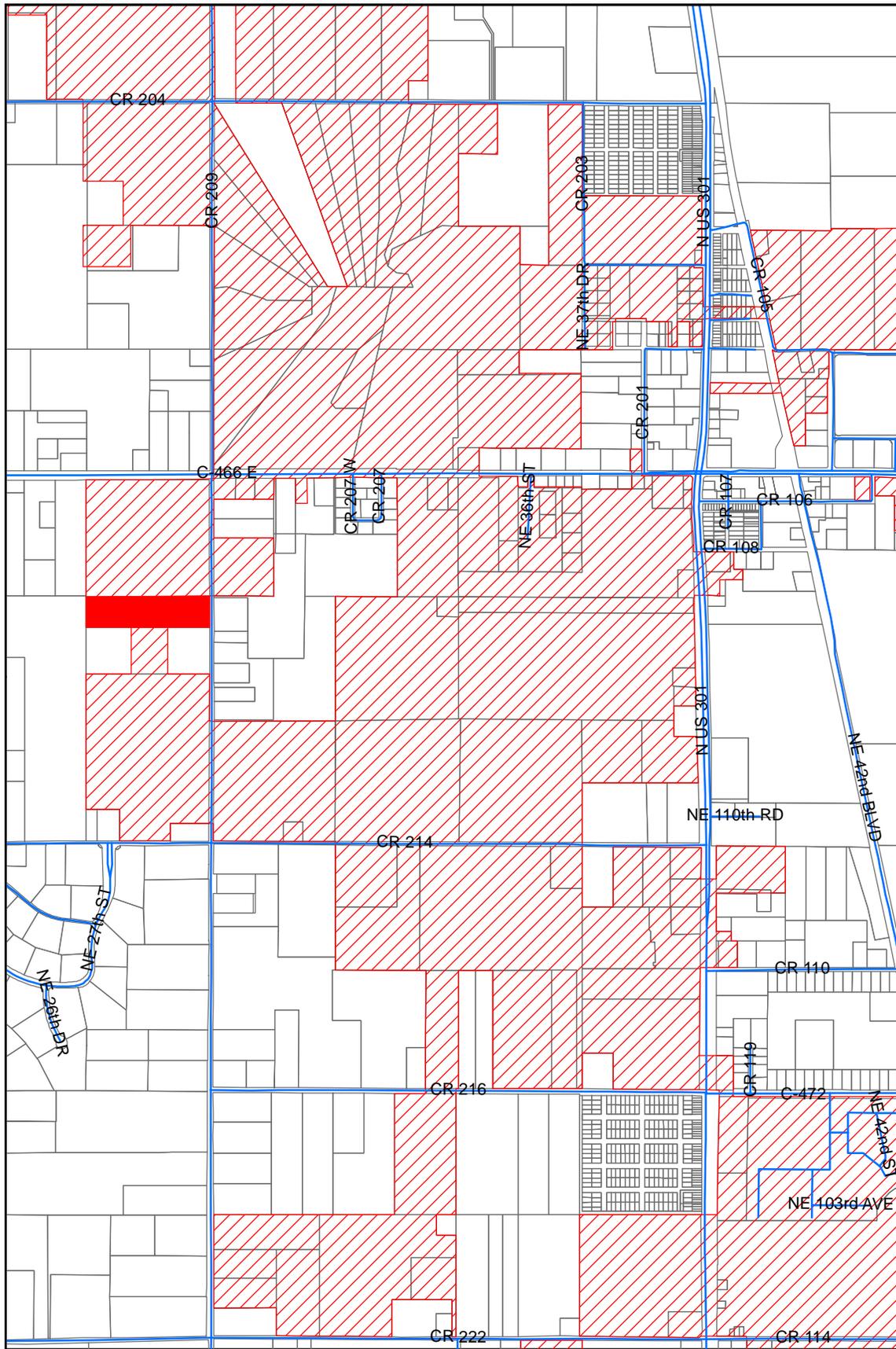
Under subsections 1.7(B)(2) and 3.3(B)(3) of the Land Development Regulations (LDRs), the Planning and Zoning Board/Special Magistrate has a duty to make a recommendation to the City Commission on all proposed zoning amendments in accordance with the procedure outlined in subsection 1.14 (B)(3) and the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

Based upon the testimony and information presented, the Special Magistrate recommends approval of the Zoning Map Amendment and favorable recommendation of Ordinance O2014-02 to the City Commission.

Dated: January 10, 2014



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



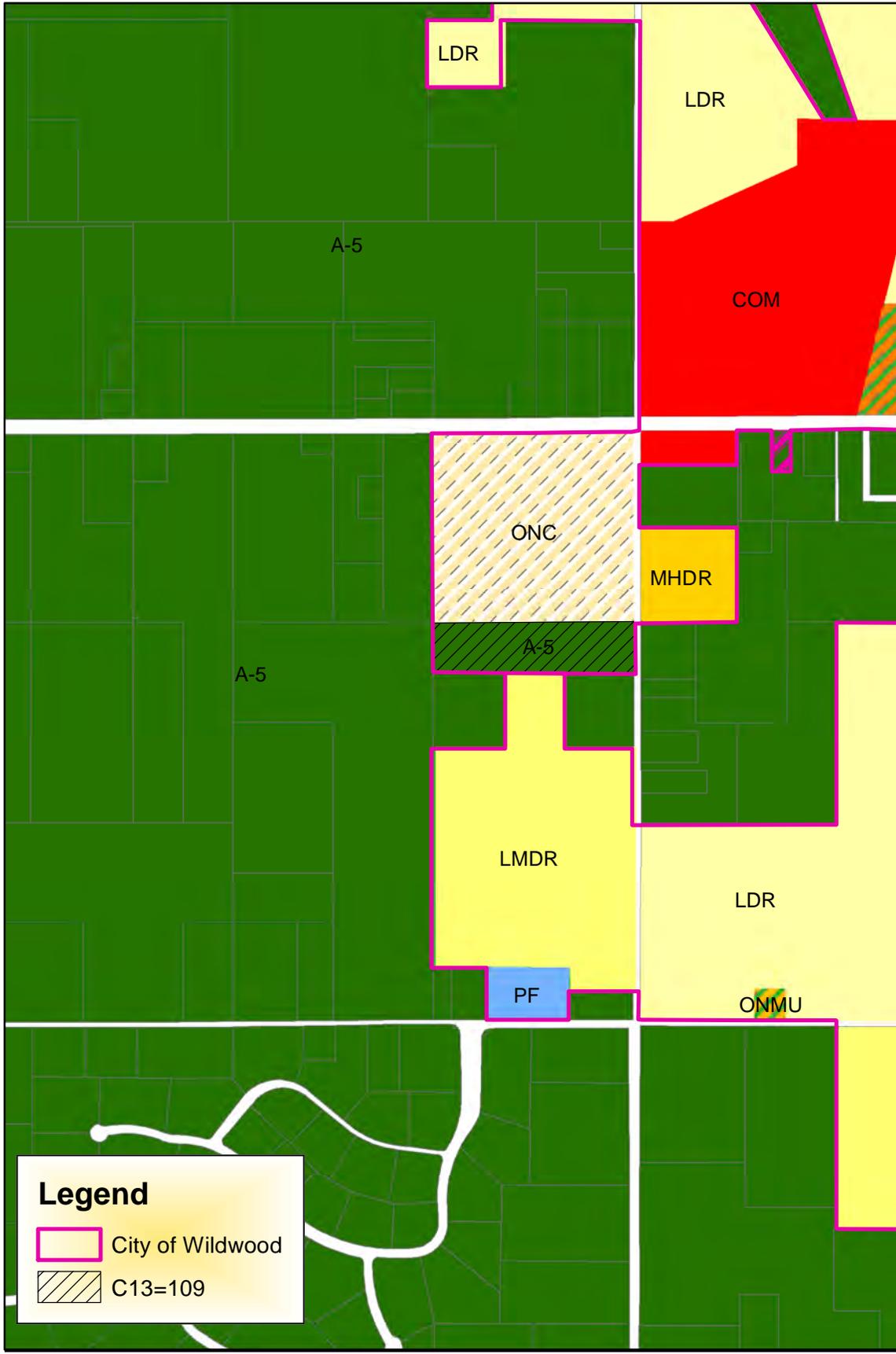
0 Feet 290 580

ACORN INVESTMENTS, LLC

WILDWOOD, FLORIDA

OCTOBER 2013

LOCATION MAP



Legend

- City of Wildwood
- C13=109

I:\Terr\GIS\Maps\Existing & Proposed FLU\Existing FLU - Acorn.mxd - 12/13/2013 12:54:02 PM - tonaal

	City of Wildwood 100 North Main Street Wildwood, FL 34485 Phone: (352) 330-1330 www.wildwood-fl.gov	 Feet 0 290 580	C13=109 ACORN	
			WILDWOOD, FLORIDA	
			DECEMBER 2013	EXISTING ZONING

ORDINANCE NO. O2014-02

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 C13=109
Acorn 209 Parcel
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.

This property is to be reclassified from Sumter County "A5: Agricultural" to City of Wildwood "R-1: Low Density Residential."

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 _____, 2014, 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:

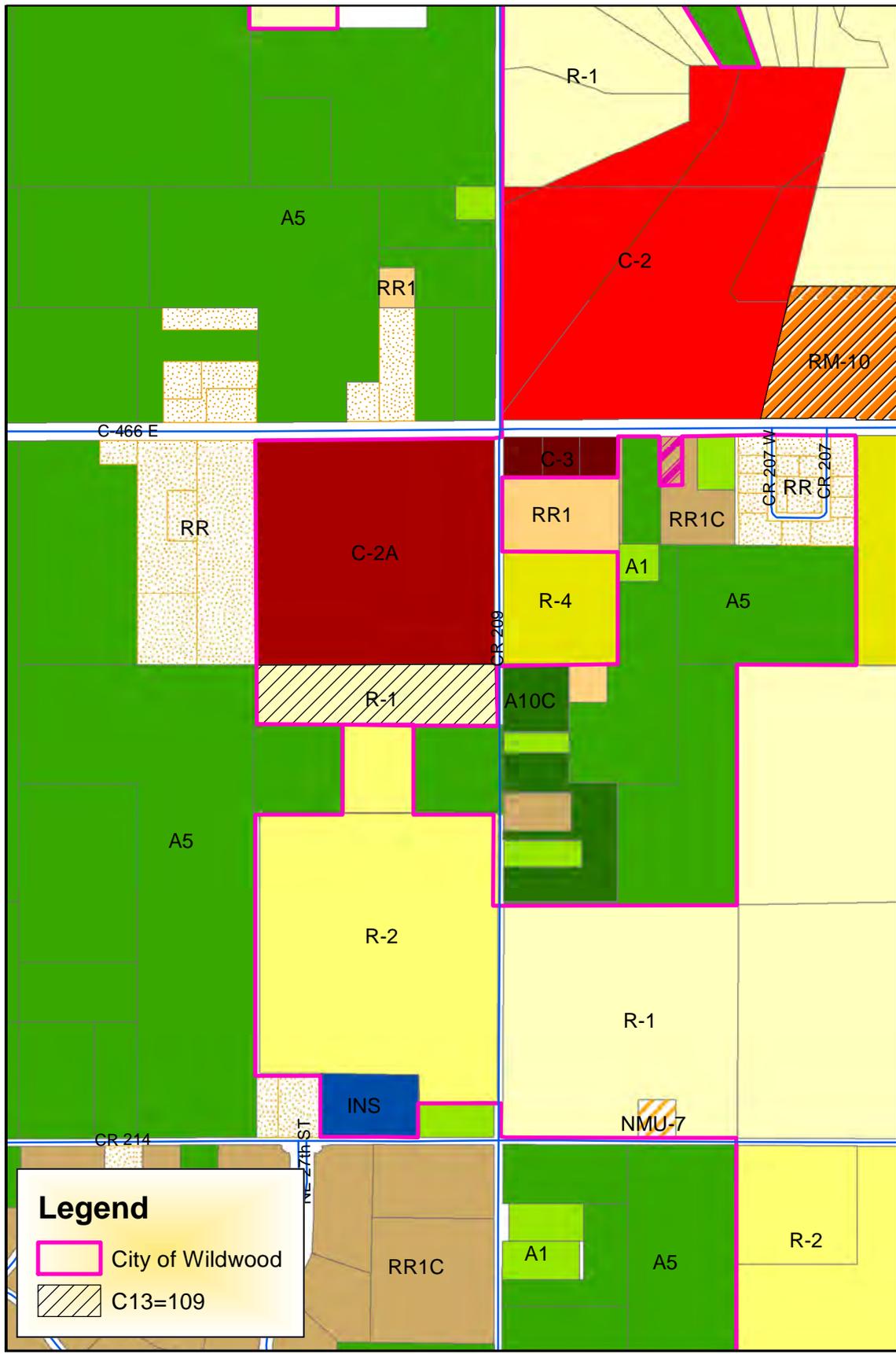
Ashley Hunt, City Attorney

Ordinance O2014-02

“Exhibit A”

C13=109 (Acorn 209 Parcel)

Proposed Zoning Map Designation



I:\Terr\GIS\Maps\Existing & Proposed Zoning\Proposed Zoning - Acorn.mxd - 12/12/2013 2:49:13 PM - toneseal

Legend

- City of Wildwood
- C13=109



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



0 Feet 290 580

C13=109 ACORN	
WILDWOOD, FLORIDA	
DECEMBER 2013	PROPOSED ZONING

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Kent W. Markley Trust Comp. Plan Amendment, CP 1312-01

Approval of Ordinance O2014-03.

REQUESTED ACTION:

<input type="checkbox"/> Work Session (Report Only)	DATE OF MEETING:	<u>1/13/14 First Reading</u> <u>1/27/14 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, Kent Markley, seeks approval for a Small Scale Future Land Use Map Amendment to the adopted Comprehensive Plan. On January 7, 2014, 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 O2014-03. **Staff also recommends approval of Ordinance 02014-03 (attached).**

The 0.45 +/- acre subject parcel is intended to be utilized as a residential duplex. The amendment reassigns the property from City "Commercial" to City "Medium Density Residential." 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 "Medium Density Residential" 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, January 7th, 2014, by the Special Magistrate. The applicant seeks a small scale comprehensive plan amendment from City Commercial to City Medium Density Residential (MDR) on 0.45 +/- acres. The site is generally located on the northwest corner of Oxford and Gamble Streets in Downtown.

Case: CP 1312-01

Parcel: G06L086

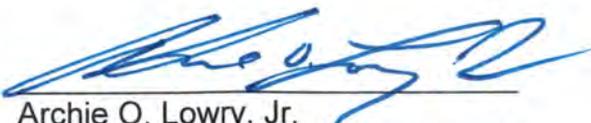
Owner: Kent W. Markley and Pamela Markley, co-trustees of the Kent W. Markley Trust

Applicant: Kent Markley

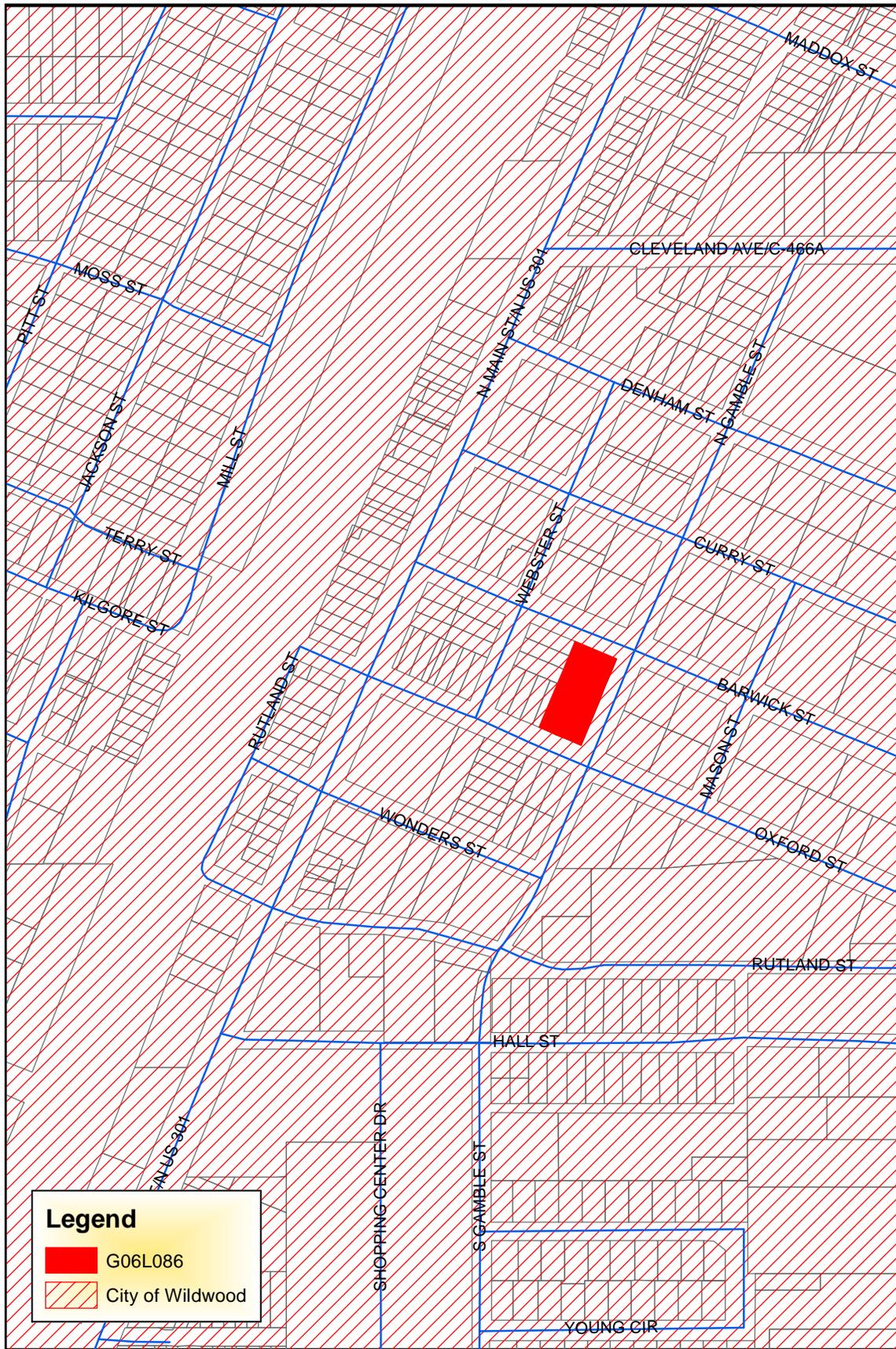
Under subsection 1.7(C) of the Land Development Regulations (LDRs), the Planning and Zoning Board/Special Magistrate as Local Planning Agency has a duty to make a recommendation to the City Commission on all proposed comprehensive plan amendments in accordance with the procedure outlined in subsection 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 O2014-03 to the City Commission.

Dated: January 10, 2014



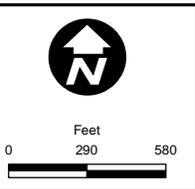
Archie O. Lowry, Jr.
Special Magistrate City of Wildwood



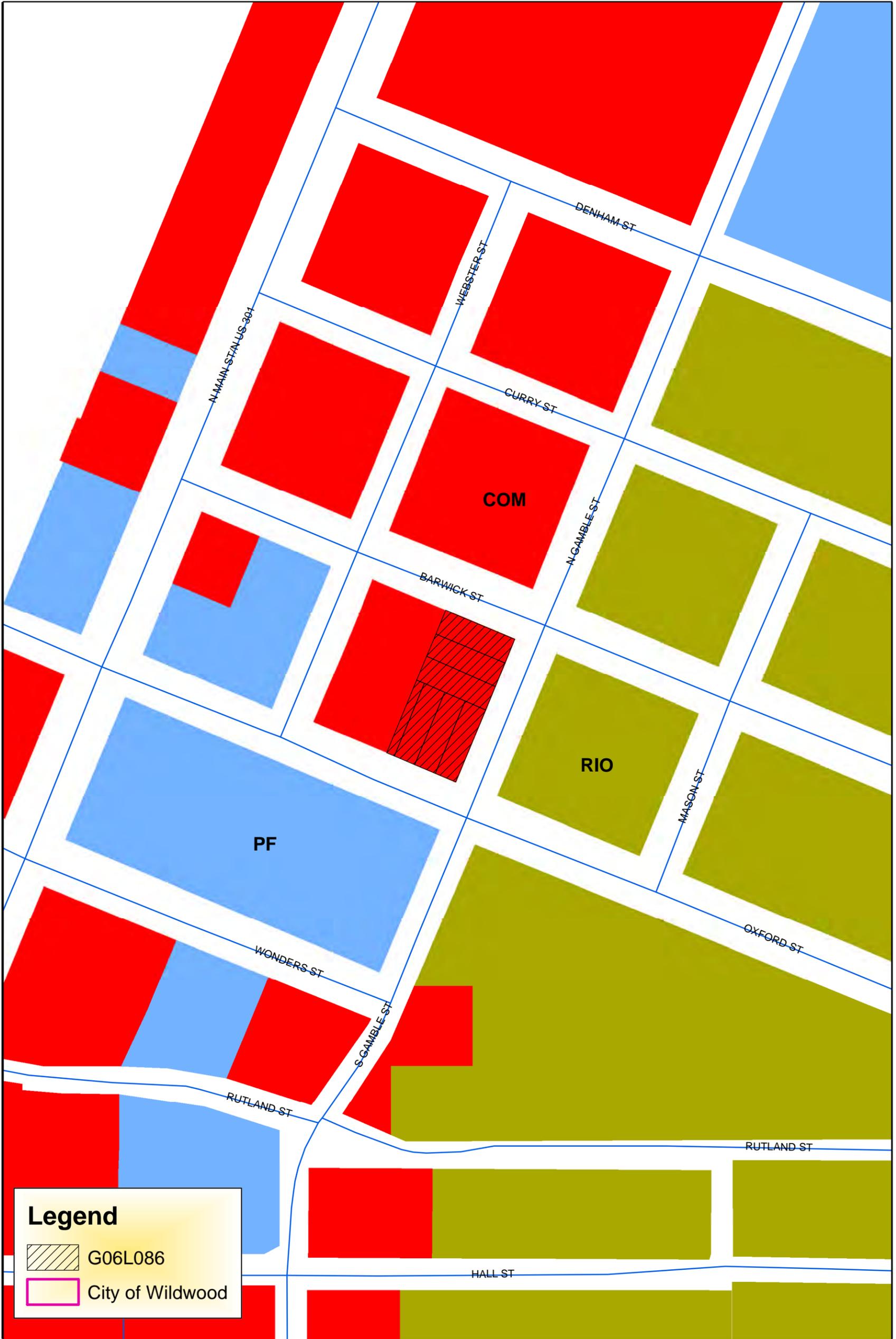
F:\Terr\GIS\Maps\Location - Markley Property.mxd - 12/16/2013 9:57:52 AM - toneal



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



PIN G06L086 MARKLEY PROPERTY	
WILDWOOD, FLORIDA	
DECEMBER 2013	LOCATION MAP



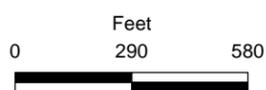
Legend

- G06L086
- 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



**G06L086
MARKLEY**

WILDWOOD, FLORIDA

DECEMBER 2013

EXISTING FUTURE LAND USE

ORDINANCE NO. O2014-03

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 G06L086
Markley Property
0.45 acres +/-

Legal Description:

**LOTS 1 3 5 10 11 12 13 BLK 13 LESS 3 FT OFF W SIDE LOT 10 BLK 13
CITY OF WILDWOOD**

This property is to be reclassified from City comprehensive plan designation "Commercial" to City comprehensive plan designation "Medium Density Residential."

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 _____, 2014, 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:

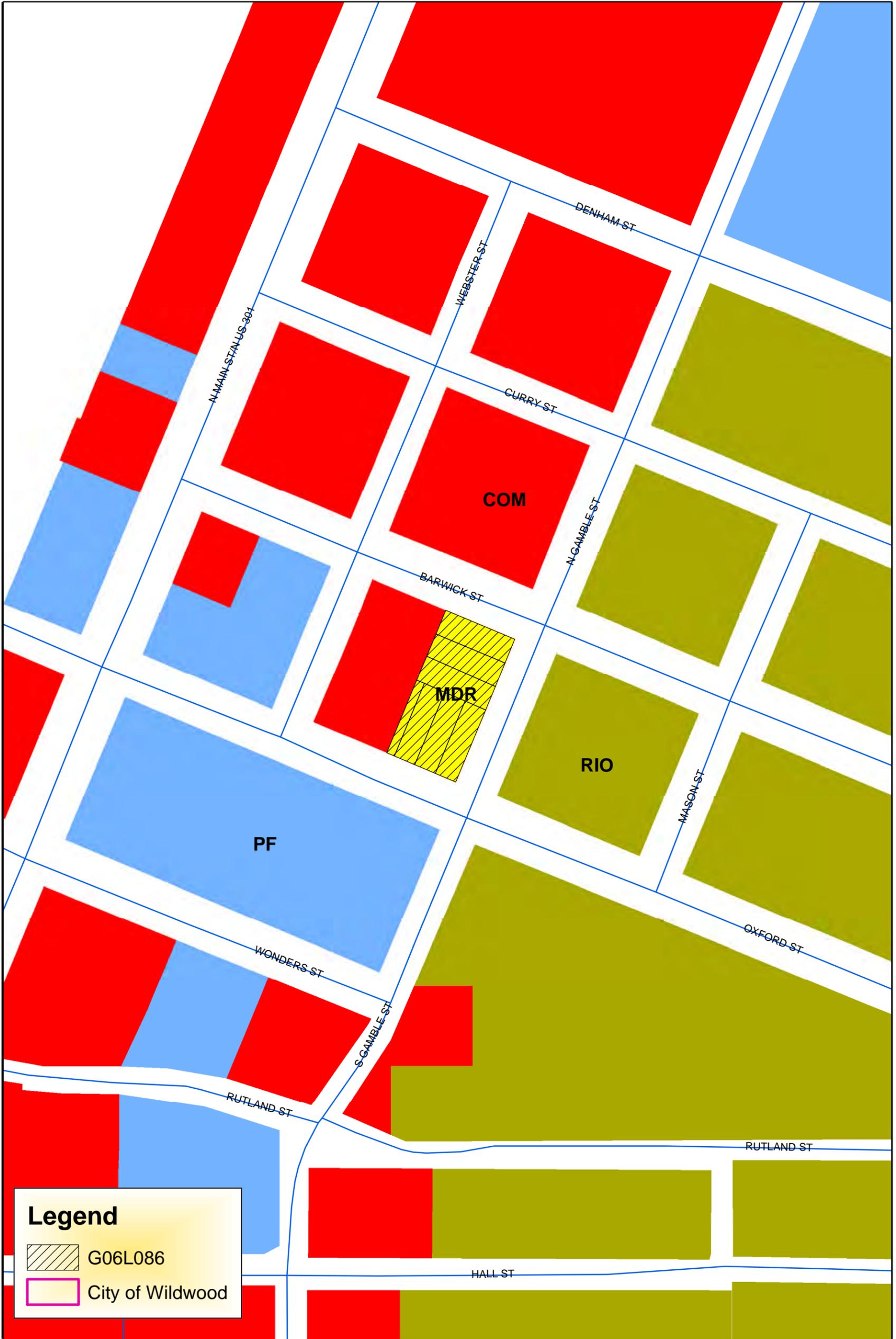
Ashley Hunt, City Attorney

Ordinance O2014-03

“Exhibit A”

G06L086 (Markley)

Proposed Future Land Use Map Designation



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Legend



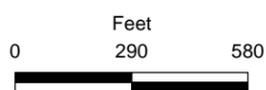
G06L086



City of Wildwood



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



**G06L086
MARKLEY**

WILDWOOD, FLORIDA

DECEMBER 2013

PROPOSED FUTURE LAND USE

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Kent W. Markley Trust Rezoning – RZ 1312-01

Approval of Ordinance O2014-04.

REQUESTED ACTION:

Work Session (Report Only)

DATE OF MEETING:

1/13/14 First Reading
1/27/14 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

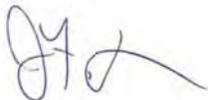
HISTORY/FACTS/ISSUES:

The applicant, Kent Markley, seeks approval from the City Commission for a rezoning from City "C-1: General Commercial - Downtown" to City of Wildwood "R-3: Medium Density Residential."

The 0.45 +/- acre subject property is located on the northwest corner of Oxford and Gamble streets in downtown Wildwood. The property is subject to a concurrent Small Scale Comprehensive Plan amendment to change the Future Land Use Map designation to City "Medium Density Residential". The requested zoning of "R-3: Medium Density Residential" would bring the property into compliance with the proposed Future Land Use Map designation.

Staff recommends approval of Ordinance O2014-04 subject to approval of Ordinance O2014-03, which establishes a future land use appropriate to the proposed zoning.

Case RZ 1312-01 was considered by the Planning & Zoning Board/Special Magistrate on Tuesday, January 7th, 2014. The Planning & Zoning Board/Special Magistrate gave a favorable recommendation of the rezoning to the City Commission.



Jason McHugh
Development Services Coordinator

City of Wildwood
Planning & Zoning Board/Special Magistrate

The case below was heard on Tuesday, January 7th, 2014 by the Special Magistrate. The applicant seeks approval and favorable recommendation from the City of Wildwood Planning and Zoning Board/Special Magistrate for a Zoning Map Amendment from City "C-1: General Commercial – Downtown" to City "R-3: Medium Density Residential." The property is generally located on the northwest corner of Oxford and Gamble Streets in Downtown.

Case: RZ 1312-01

Parcel: G06L086

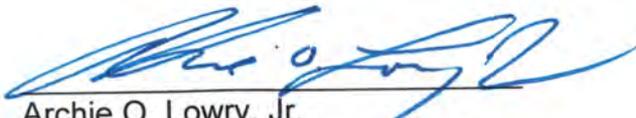
Owner: Kent W. Markley and Pamela Markley, co-trustees of the Kent W. Markley Trust

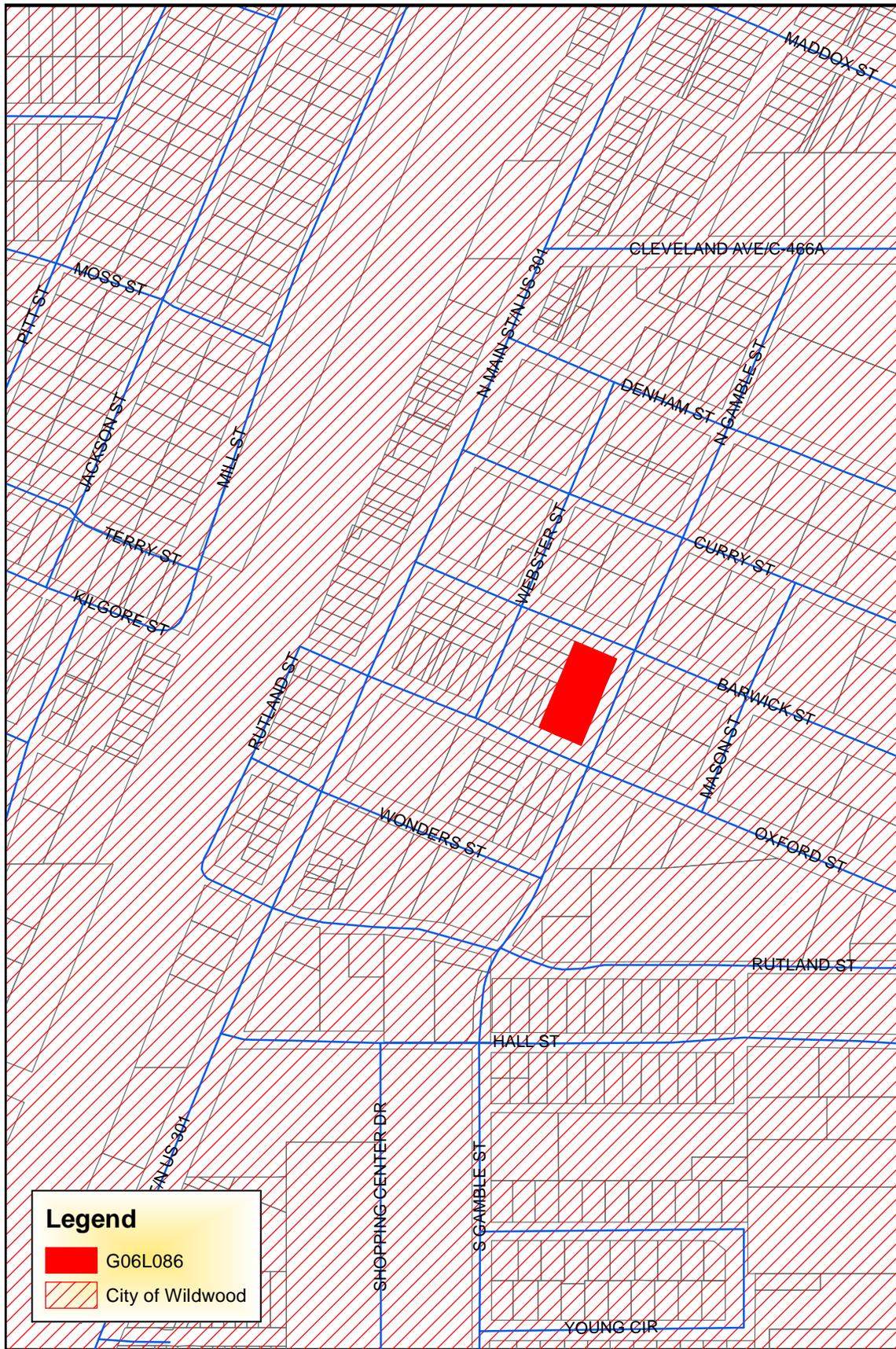
Applicant: Kent Markley

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 O2014-04 to the City Commission.

Dated: January 10, 2014

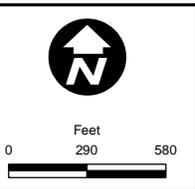

Archie O. Lowry, Jr.
Special Magistrate City of Wildwood



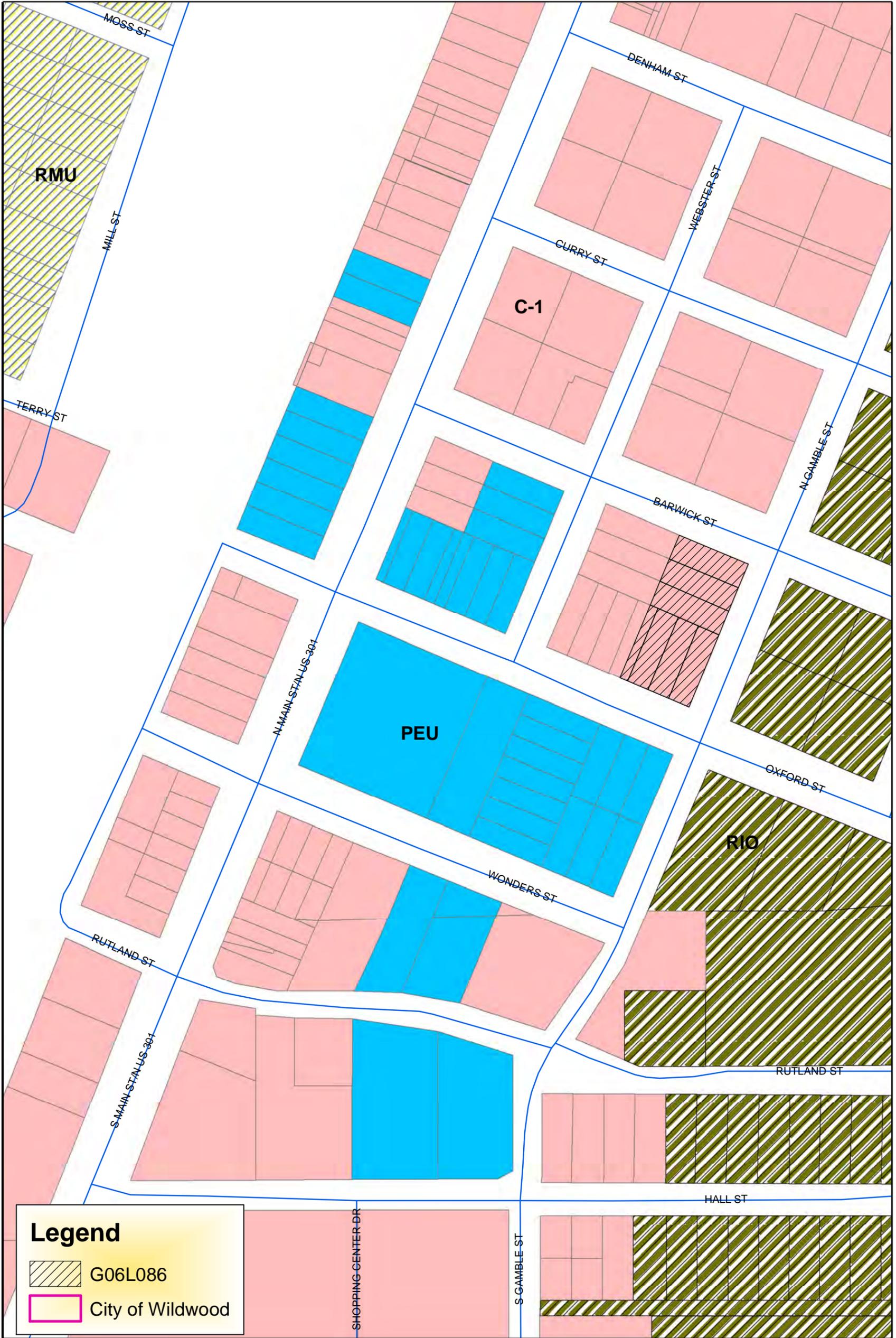
F:\Terr\GIS\Maps\Location - Markley Property.mxd - 12/16/2013 9:57:52 AM - toneal



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



PIN G06L086 MARKLEY PROPERTY	
WILDWOOD, FLORIDA	
DECEMBER 2013	LOCATION MAP



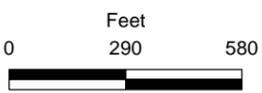
I:\Terr\GIS\Maps\Existing & Proposed Zoning\Existing Zoning - Markley.mxd - 12/16/2013 2:31:20 PM - toneal

Legend

-  G06L086
-  City of Wildwood



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



**G06L086
MARKLEY**

WILDWOOD, FLORIDA

DECEMBER 2013

EXISTING ZONING

ORDINANCE NO. O2014-04

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 G06L086
Markley Property
0.45 acres +/-

Legal Description:

**LOTS 1 3 5 10 11 12 13 BLK 13 LESS 3 FT OFF W SIDE LOT 10 BLK 13
CITY OF WILDWOOD**

This property is to be reclassified from City "C-1: General Commercial - Downtown" to City of Wildwood "R-3: Medium Density Residential."

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 _____, 2014, 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:

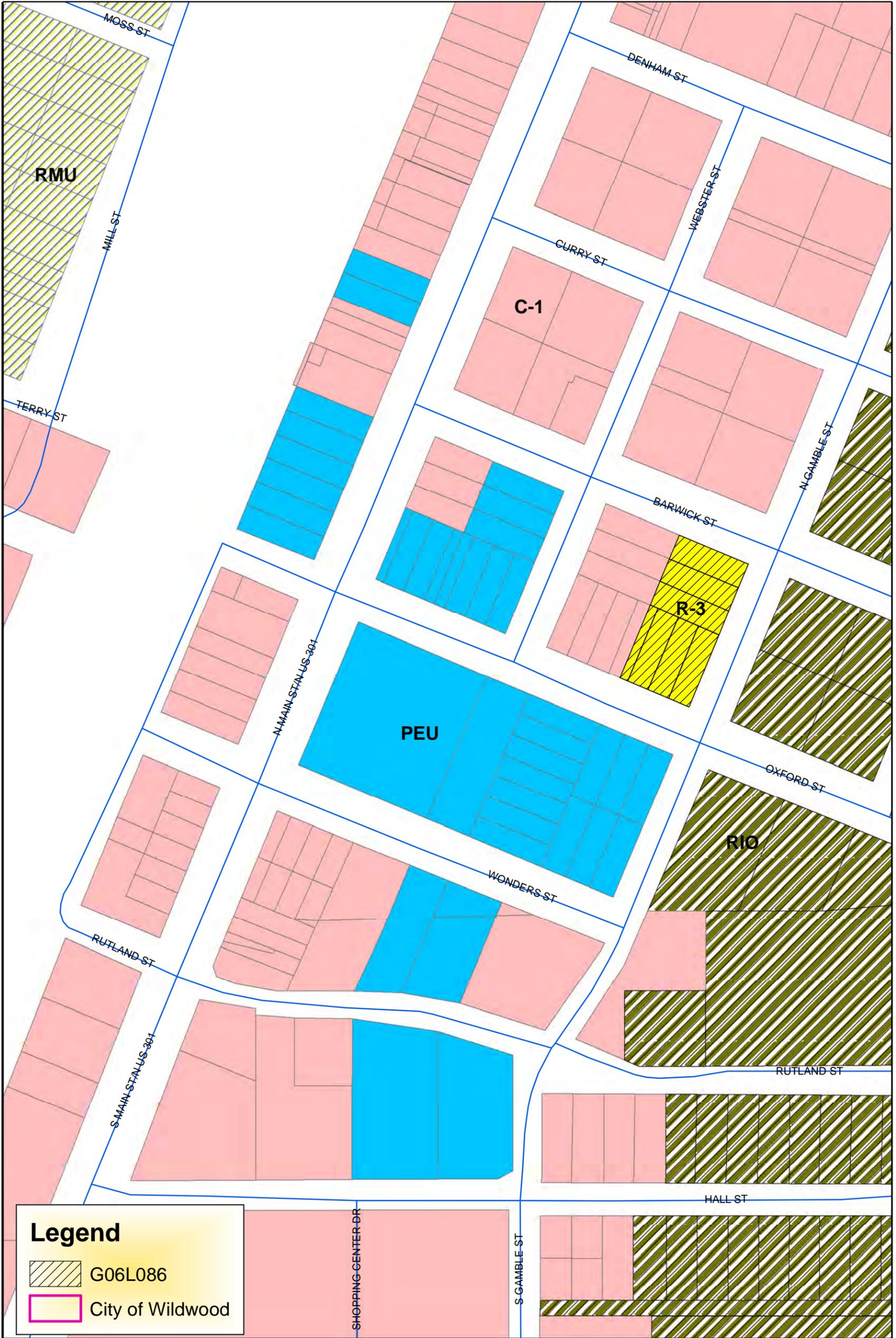
Ashley Hunt, City Attorney

Ordinance O2014-04

“Exhibit A”

G06L086 (Markley)

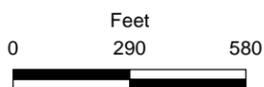
Proposed Zoning Map Designation



I:\Terr\GIS\Maps\Existing & Proposed Zoning\Proposed Zoning - Markley.mxd - 12/16/2013 2:34:26 PM - toneal



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



**G06L086
MARKLEY**

WILDWOOD, FLORIDA

DECEMBER 2013

PROPOSED ZONING

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Ordinance O2014-06: Annexation of Parcel G08=023 (Hoang Property)

Approval of Ordinance O2014-06

REQUESTED ACTION:

<input type="checkbox"/> Work Session (Report Only)	DATE OF MEETING:	<u>1/13/14 First Reading</u>
<input checked="" type="checkbox"/> Regular Meeting	<input type="checkbox"/> Special Meeting	<u>1/27/14 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, Bryan Hoang, has submitted a voluntary annexation application for parcel G08=023. The property to be annexed totals 0.4 +/- acres and is located to the northwest of the intersection of C-44A and Powell Road.

Annexation into the City is appropriate because the property is contiguous to the City limits and contained within the City's Joint Planning Area with Sumter County.

The applicant has submitted a 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 O2014-06.



Jason McHugh
Development Services Coordinator



ORDINANCE NO. O2014-06

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROVIDING FOR THE VOLUNTARY ANNEXATION OF CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 0.4 ACRES BEING GENERALLY LOCATED ON THE WEST SIDE OF POWELL ROAD AND NORTH OF C-44A; IN SECTION 8, TOWNSHIP 19 SOUTH, RANGE 23 EAST; WHICH IS CONTIGUOUS TO THE CITY LIMITS OF THE CITY OF WILDWOOD, FLORIDA; PROVIDING THAT SECTION 1-14 OF THE CITY OF WILDWOOD CODE OF ORDINANCES IS AMENDED TO INCLUDE THE ANNEXED PROPERTY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. Based upon the petition of the owner of the following described real property, which is generally located on the west side of Powell Road and north of C-44A, to be annexed into the City the property is hereby annexed into the City of Wildwood pursuant to Section 171.044, Florida Statutes. The City Commission finds that the property is located within the City's Joint Planning Area with Sumter County, is contiguous to the municipal limits of the City of Wildwood, and meets all legal requirements for annexation. The annexed property lying in Sumter County, Florida owned by Bryan Hoang is more particularly described as follows:

LEGAL DESCRIPTION

Parcel # G08=023
0.4 +/- Acres

COMMENCE AT THE SOUTHEAST CORNER OF THE WEST 1/2 OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, THENCE NORTH 89 DEGREES 48 MINUTES 40 SECONDS WEST 101.80 FEET TO THE NORTH RIGHT OF WAY LINE OF STATE ROAD 44A, THENCE NORTH 65 DEGREES 34 MINUTES 20 SECONDS WEST 33.23 FEET ALONG SAID RIGHT OF WAY FOR A POINT OF BEGINNING; CONTINUE NORTH 65 DEGREES 34 MINUTES 20 SECONDS WEST 140 FEET, NORTH 0 DEGREES 04 MINUTES 10 SECONDS EAST 128.86 FEET, SOUTH 89 DEGREES 48 MINUTES 40 SECONDS EAST 127.51 FEET, SOUTH 0 DEGREES 04 MINUTES 10 SECONDS WEST 186.23 FEET TO THE POINT OF

BEGINNING.

ALSO COMMENCE AT THE SOUTHEAST CORNER OF THE WEST 1/2 OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, THENCE RUN NORTH 89 DEGREES 48 MINUTES 40 SECONDS WEST 101.80 FEET TO THE NORTH RIGHT-OF-WAY OF SR 44A THENCE NORTH 65 DEGREES 34 MINUTES 20 SECONDS WEST 173.23 FEET ALONG SAID RIGHT-OF-WAY TO THE POINT OF BEGINNING, CONTINUE NORTH 65 DEGREES 34 MINUTES 20 SECONDS WEST 10.00 FEET ALONG SAID RIGHT-OF-WAY THENCE NORTH 21 DEGREES 36 MINUTES 01 SECONDS EAST 24.84 FEET, THENCE SOUTH 00 DEGREES 04 MINUTES 10 SECONDS WEST 27.23 FEET TO THE POINT OF BEGINNING.

ALSO COMMENCE AT THE SOUTHEAST CORNER OF THE WEST 1/2 OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, (1) THENCE RUN NORTH 89 DEGREES 48 MINUTES 40 SECONDS WEST 101.80 FEET TO THE NORTH RIGHT-OF-WAY OF SR 44A, (2) THENCE NORTH 65 DEGREES 34 MINUTES 20 SECONDS WEST 73.39 FEET ALONG SAID NORTH RIGHT-OF-WAY, (3) THENCE NORTH 24 DEGREES 25 MINUTES 40 SECONDS EAST 88.77 FEET TO THE POINT OF BEGINNING, (1) THENCE NORTH 00 DEGREES 04 MINUTES 10 SECONDS EAST 88.79 FEET, (2) THENCE SOUTH 89 DEGREES 48 MINUTES 40 SECONDS EAST 40.16 FEET, (3) THENCE SOUTH 24 DEGREES 25 MINUTES 40 SECONDS WEST 97.37 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT COMMENCE AT THE SOUTHEAST CORNER OF THE WEST 1/2 OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, AS A POINT OF REFERENCE (1) THENCE NORTH 89 DEGREES 48 MINUTES 40 SECONDS WEST 101.80 FEET TO THE NORTH RIGHT-OF-WAY OF HIGHWAY 44A, (2) THENCE NORTH 65 DEGREES 34 MINUTES 20 SECONDS WEST 33.20 FEET ALONG SAID NORTH RIGHT-OF-WAY TO THE POINT OF BEGINNING OF THIS DESCRIPTION, (1) THENCE NORTH 00 DEGREES 04 MINUTES 10 SECONDS EAST 97.44 FEET, (2) THENCE SOUTH 24 DEGREES 25 MINUTES 40 SECONDS WEST 88.77 FEET TO THE NORTH RIGHT-OF-WAY OF HIGHWAY 44A, (3) THENCE SOUTH 65 DEGREES 34 MINUTES 20 SECONDS EAST 40.19 FEET ALONG SAID RIGHT-OF-WAY TO THE POINT OF BEGINNING.

LESS AND EXCEPT COMMENCE AT THE SOUTHEAST CORNER OF THE WEST 1/2 OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA

THENCE RUN NORTH 89 DEGREES 48 MINUTES 40 SECONDS WEST 101.80 FEET TO THE NORTH RIGHT-OF-WAY OF SR 44A, THENCE NORTH 65 DEGREES 34 MINUTES 20 SECONDS WEST 173.23 FEET ALONG SAID RIGHT-OF-WAY THENCE NORTH 00 DEGREES 04 MINUTES 10 SECONDS EAST 27.23 FEET TO THE POINT OF BEGINNING, THENCE NORTH 00 DEGREES 04 MINUTES 10 SECONDS EAST 101.52 FEET, THENCE SOUTH 89 DEGREES 48 MINUTES 40 SECONDS EAST 40.0 FEET, THENCE SOUTH 21 DEGREES 36 MINUTES 01 SECONDS WEST 109.05 FEET TO THE POINT OF BEGINNING.

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

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

SECTION 4. Until such time as the City amends its Comprehensive Plan, the current Sumter County zoning classification and future land use map designation will remain in full force and effect.

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

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

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

DONE AND ORDAINED this ____ day of _____, 2014, 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

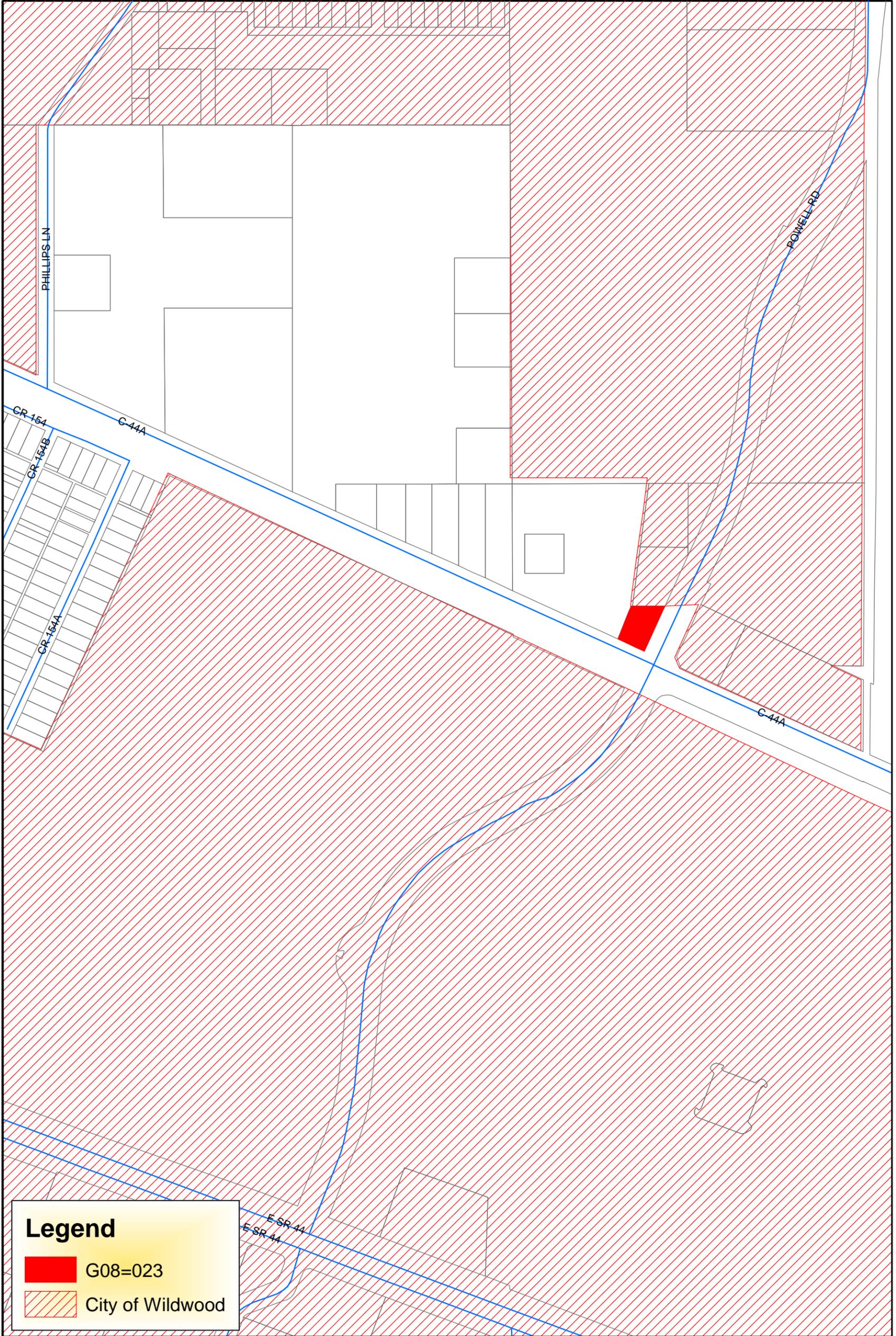
First Reading: _____

Second Reading: _____

Approved as to form:

Ashley Hunt, City Attorney

Ordinance O2014-06
“Exhibit A”
Hoang Property Annexation
Location Map



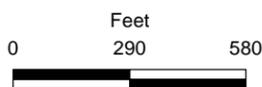
Legend

- G08=023
- 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



**G08=023
 HOANG PROPERTY**

WILDWOOD, FLORIDA

JANUARY 2014

LOCATION MAP

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Ordinance O2014-07: Annexation of Parcels D20=002 and D20=008 (Wicker & Lambert Property)

REQUESTED ACTION: Approval of Ordinance O2014-07

<input type="checkbox"/> Work Session (Report Only)	DATE OF MEETING:	<u>1/13/14 First Reading</u>
<input checked="" type="checkbox"/> Regular Meeting	<input type="checkbox"/> Special Meeting	<u>1/27/14 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, Coast Development Corp, c/o Robert Williams, has submitted a voluntary annexation application for parcels D20=002 and D20=008. The property to be annexed totals approximately 100 acres and is located on the north side of C-472, east of NE 42nd Boulevard, and west of Lakeside Landings.

Annexation into the City is appropriate because the property is contained within the City's Joint Planning Area with Sumter County and the applicant intends on moving forward with a residential development that requires City services.

The applicant has submitted a 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 O2014-07.



Jason McHugh
Development Services Coordinator



ORDINANCE NO. 2014-07

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROVIDING FOR THE VOLUNTARY ANNEXATION OF CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 100 ACRES BEING GENERALLY LOCATED ON THE NORTH SIDE OF C-472 AND EAST OF NE 42nd BOULEVARD; IN SECTION 20, TOWNSHIP 18 SOUTH, RANGE 23 EAST; WHICH IS LOCATED IN THE CITY'S JOINT PLANNING AREA; 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 north side of C-472 and east of NE 42nd Boulevard, to be annexed into the City the property is hereby annexed into the City of Wildwood pursuant to Section 171.044, Florida Statutes. The City Commission finds that the property is located within the City's Joint Planning Area with Sumter County and meets all legal requirements for annexation. The annexed property lying in Sumter County, Florida owned by Philip Wayne and Beverly A. Lambert, Trustees and Rodney S. Wicker and Rhonda Wicker Tilton is more particularly described as follows:

Parcels D20=002 and D20=008
100 +/- Acres

LEGAL DESCRIPTION

Parcel 1. The West 1/2 of the NW 1/4 of the NE 1/4 of the West 1/2 of the SW 1/4 of NE 1/4, and all that part of the NE 1/4 of NW 1/4 lying East of railroad all in Section 20, Township 18 South, Range 23 East, Sumter County, Florida, LESS right of way for CR C-472 across the South side thereof.

Parcel 2. The East 1/2 of the NW 1/4 of NE 1/4 of the East 1/2 of the SW 1/4 of NE 1/4 of Section 20, Township 18 South, Range 23 East, Sumter County, Florida, LESS right of way for CR C-472 across the South side thereof.

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. The location map identifying the property to be annexed are attached hereto as "Exhibit A" and incorporated herein by reference.

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

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

DONE AND ORDAINED this ____ day of _____, 2014, 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

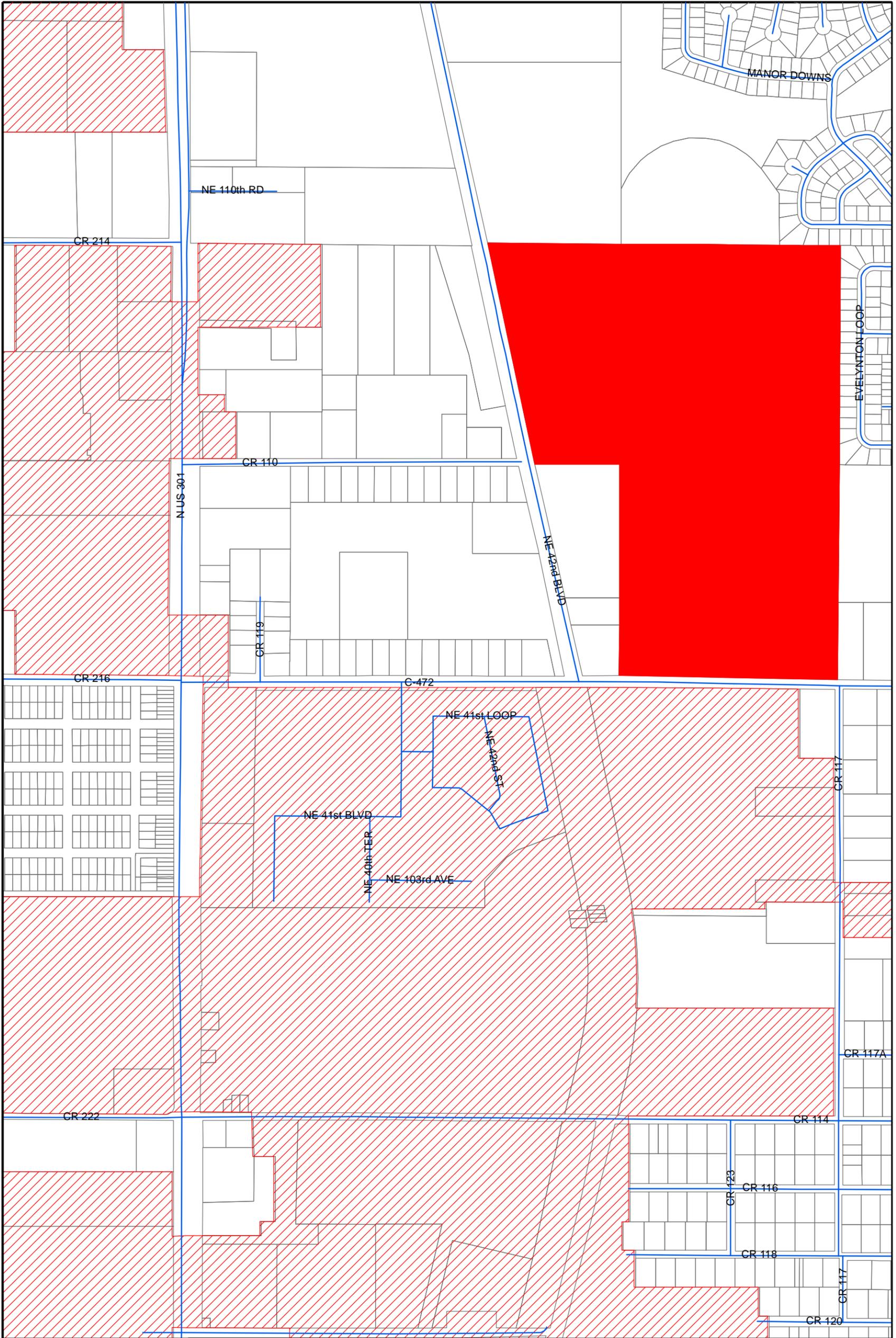
First Reading: _____

Second Reading: _____

Approved as to form:

Ashley Hunt, City Attorney

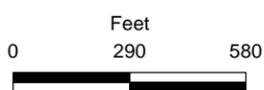
Ordinance O2014-07
“Exhibit A”
Wicker/Lambert Property Annexation
Location Map



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



**D20=002 & D20=008
 WICKER/LAMBERT PROPERTY**

WILDWOOD, FLORIDA

JANUARY 2014

LOCATION MAP

CITY OF WILDWOOD

CITY COMMISSION REPORT

Commission Meeting Date:
Jan. 13, 2013 – First Reading
Jan. 27, 2014 - Adoption

Subject: Ordinance No. 2014-14 – Utility Extension Agreements

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

Department: Utility Department

Staff Recommendation (Motion Ready): Jan. 27, 2014 – Recommend Adoption of Ordinance No. 2014-14

BACKGROUND:

- Due to the economic turn down and recent development activity, new developments are looking for alternative means of obtaining water and wastewater services for their respective developments.
- Existing code requirements place the burden of construction of these services on the City. The up-front fees required to be paid by the developers may or may not fund the entire construction costs of the necessary improvements required for the City to provide services to the development, leaving the City with the fiscal responsibility to fund the short fall.

FINDING, CONCLUSIONS AND RECOMMENDATIONS:

FINDINGS:

- The City Code of Ordinances provides for the payment of TIE fees and Connection fees by the Developer to be up-front costs. This requirement requires large sums of money to be paid very early in the development process.
- The TIE fees and the Connection fees are then used for the City to fund the costs of water, wastewater and reuse water line extensions and fund any required capacity up-grades to the water and wastewater treatment facilities, any short fall of funding is then required to be funded by the City.
- The Code of Ordinances does not specifically provide for an alternate means of constructing the required line extensions or the capacity up-grades.

CONCLUSIONS:

- This ordinance will provide other and possibly creative ways for the developers to obtain and pay for water and wastewater line extensions as well as required capacity up-grades at existing water and wastewater treatment facilities without the City having to pick up any funding short falls in the line extensions and/or capacity up-grades.

LEGAL REVIEW:

- The City Attorney has reviewed and approved the language in the proposed Ordinance.

RECOMMENDATIONS:

- Staff recommends approval of Ordinance No. 2014-14

FISCAL IMPACT:

- This Ordinance provides a means of reducing the fiscal impact of providing line extensions and capacity upgrades to the City and placing that burden on the Developer.

ALTERNATIVES:

- Make no changes to the Code of Ordinances.

SUPPORT MATERIAL:

- Copy of Ordinance No. 2014-14

ORDINANCE NO. 2014-14

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA; REVISING AND ADDING TO SECTION 19-336 OF THE CITY’S CODE OF ORDINANCES; PERTAINING TO UTILITY EXTENSION AGREEMENTS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City wishes to amend Chapter 19, Section 19-336 of the Code of Ordinances in order to provide an alternative means of utility extensions and capacity increases.

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

SECTION 1. Chapter 19, Section 19-336 is hereby amended to add the following:

Sec. 19-336. Water and wastewater extension policy.

(c) *Utility extension agreements*

- 1) The City has the option of entering into an agreement with a developer for construction of water, wastewater and reuse line extensions, as well as capacity increases for water treatment plants and wastewater treatment plants, if it is determined, by the City Commission, that such agreement is in the best interest of the City and is financially feasible.
- 2) Any such agreement may alter the requirements of payment of TIE and connection fees.

SECTION 2. If any section, sentence, clause or part 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 3. This Ordinance shall become effective upon adoption during the second and final reading by the City of Wildwood City Commission.

DONE AND ORDAINED this _____ day of _____, 2014, by the City Commission of Wildwood, Florida.

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

SEAL

ATTEST: _____
Joseph Jacobs, City Clerk

Ed Wolf, Mayor

First Reading: _____

Second Reading: _____

Approved as to form:

Ashley Hunt, City Attorney

**Financing Summary To Lease/Purchase
(6) 2014 Ford Explorers
and
Associated Equipment**

Bank	Amount	Interest Rate	Term	Annual Payment Principal & Interest	Total Repayment	Total Interest	Other Considerations
CenterState Bank of Florida	\$253,800.00	4.63%	5 years	\$ 58,023.12	\$ 290,115.60	\$ 36,315.60	Quote good for 45 days from Jan.7th. No prepayment penalty reflected.
BB&T Governmental Finance	\$ 253,800.00	1.41%	5 years	\$ 52,191.29	\$ 260,956.45	\$ 7,156.45	Quote good for 45 days from Jan.6th. Prepayment allowed with 1% prepayment premium
Requests were mailed to: Wells Fargo Bank; SunTrust Bank; CenterState Bank; BB&T Bank and Government Capital Corporation							
Only Two (2) responses received as shown above. Staff recommends awarding to BB&T as low bidder by adoption of the attached Resolution No. R2014-01							
Joseph Jacobs, City Clerk							



BB&T Governmental Finance

255 S. Orange Avenue
Orlando, FL 32801
(407) 241-3570
Fax (877) 320-4453

January 6, 2014

Mr. Joseph Jacobs
City Clerk / Finance Director
City of Wildwood
100 N. Main Street
Wildwood, FL 34785

Dear Mr. Jacobs:

Branch Banking and Trust Company (“BB&T”) is pleased to offer this proposal for the financing requested by the City of Wildwood, FL (“City”).

- (1) **Project:** Lease Purchase Financing of (6) 2014 Ford Explorers and associated equipment
- (2) **Amount To Be Financed:** Not to exceed \$253,800.00
- (3) **Interest Rates, Financing Terms and Corresponding Payments:**

<u>Term</u>	<u>BQ Rate</u>
5 years	1.41%

Principal and interest payments shall be due annually in advance, as requested. Interest on the principal balance shall accrue based on a 30/360 day count basis. Upon being awarded this transaction, BB&T must approve the final amortization schedule. Please see attached a draft amortization schedule for payment information.

In the event that the above mentioned vehicles have not been received by the City prior to closing, the financing proceeds shall be deposited on behalf of the City into a project fund account with BB&T. Earnings on the project fund shall accrue to the benefit of the City for use on project costs or interest payments.

The interest rate stated above is valid for a closing not later than 45 days after today. Closing of the financing is contingent upon completing documentation acceptable to BB&T and upon the condition of the property acceptable to BB&T.

All applicable taxes, permits, costs of counsel for the City and any other costs shall be the City’s responsibility and separately payable by the City.

The financing documents shall allow prepayment of the principal balance in whole on a scheduled payment date with a 1% prepayment premium.

The stated interest rate above assumes that the City expects to borrow \$10,000,000 or less in calendar year 2014 and that the financing shall comply with the IRS Code Sections 141, 148, 149(e) and 265(b)(3). BB&T reserves the right to terminate its interest in this bid or to negotiate a mutually acceptable rate if the financing is not a qualified tax-exempt financing.

(4) Financing Documents:

BB&T shall use its standard form financing contracts and related documents for this installment financing. We shall provide a sample of those documents to you should BB&T be the successful proposer. BB&T shall also require that the City's local counsel to provide an acceptable legal opinion. A draft of this opinion will be provided with our documents.

(5) Security:

This financing shall be secured by a covenant to budget and appropriate from legally available non ad-valorem revenues.

* * * * *

BB&T appreciates the opportunity to make this financing proposal and requests to be notified within ten days of this proposal should BB&T be the successful proposer.

BB&T shall have the right to cancel this offer by notifying the City of its election to do so (whether or not this offer has previously been accepted by the City) if at any time prior to the closing there is a material adverse change in the City's financial condition, if we discover adverse circumstances of which we are currently unaware, if we are unable to agree on acceptable documentation with the City or if there is a change in law (or proposed change in law) that changes the economic effect of this financing to BB&T. We reserve the right to negotiate and/or terminate our interest in this transaction should we be the successful proposer.

Should we become the successful proposer, we have attached the form of a resolution that your governing board can use to award the financing to BB&T. If your board adopts this resolution, then BB&T shall not require any further board action prior to closing the transaction.

Please call me at (407) 241-3570 with your questions and comments.

We look forward to hearing from you.

Sincerely,

BRANCH BANKING AND TRUST COMPANY



Michael C. Smith
Vice President

City of Wildwood, FL
 CB&A Lease Purchase Financing
 5 years in advance - DRAFT

Compound Period : Annual

Nominal Annual Rate : 1.410 %

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	01/06/2014				253,800.00
1	01/06/2014	52,191.29	0.00	52,191.29	201,608.71
2014 Totals		52,191.29	0.00	52,191.29	
2	01/06/2015	52,191.29	2,842.68	49,348.61	152,260.10
2015 Totals		52,191.29	2,842.68	49,348.61	
3	01/06/2016	52,191.29	2,146.87	50,044.42	102,215.68
2016 Totals		52,191.29	2,146.87	50,044.42	
4	01/06/2017	52,191.29	1,441.24	50,750.05	51,465.63
2017 Totals		52,191.29	1,441.24	50,750.05	
5	01/06/2018	52,191.29	725.66	51,465.63	0.00
2018 Totals		52,191.29	725.66	51,465.63	
Grand Totals		260,956.45	7,156.45	253,800.00	

NON-BINDING TERM SHEET

January 7, 2014

City of Wildwood, Florida
Attn: Joseph Jacobs – City Clerk/Finance Director
100 N. Main Street
Wildwood, FL 34785

Dear: Mr. Jacobs,

It is my pleasure to provide you the following term sheet. A term sheet is for discussion purposes only and is not a commitment to lend. Your loan request is still subject to underwriting and credit approval. Please review the term sheet carefully.

Borrower:	City of Wildwood, Florida
Loan Amount:	Not to exceed \$253,800
Collateral:	City of Wildwood agrees to budget an appropriate amount annually to pay the loan balance in full.
Interest Rate:	4.63% fixed rate until maturity.
Repayment Terms:	5 (five) year term with one payment of principal and interest due annually (approximate payment amount will be \$58,023.12). Interest will be calculated against the unpaid principal balance based upon a 360 day accrual. All principal and interest will be payable at maturity.
Prepayment Penalty:	None.
Fees:	None.
Purpose of Loan:	To provide financing for the purchase of six (6) 2014 Ford Explorers and associated equipment for the Police Department at a total estimated cost of \$253,800.
Financial Reporting:	The Borrower shall deliver annually to the Bank, within 30 days of completion the City's Comprehensive Annual Financial Report (CAFR).
No Commitment:	This is a non-binding loan proposal known as a term sheet; it does not constitute a commitment to lend by CenterState Bank of Florida, N.A. No commitment to lend will be binding on CenterState Bank of Florida, N.A. unless set forth in writing

and executed by an authorized officer of CenterState Bank of Florida N.A, and accepted in writing by Borrower. The proposed terms will be good for 45 days from the date of this document.

I appreciate the opportunity to provide you this term sheet for your consideration. If the proposed terms and conditions look acceptable to you please indicate your desire for me to proceed with obtaining credit approval. I look forward to working with you on the proposed transaction.

Skip Skairus
Senior Vice President and Commercial Banking Manager
CenterState Bank of Florida, N.A.

RESOLUTION NO.- R2014-01

A Resolution of the City Of Wildwood accepting and awarding Financing Terms to purchase Six (6) Police vehicles (Ford Explorers) to BB&T Bank for the amount not too exceed **\$253,800.00.**

WHEREAS, The City of Wildwood, Fl. ("City") has previously determined to undertake a project for the purchase of (6) 2014 Ford Explorers and associated equipment, and the Finance officer has now presented a proposal for the financing of such project.

BE IT THEREFORE RESOLVED, as follows:

1. The City hereby determines to finance the project through Branch Banking and Trust Company ("BB&T"), in accordance with the proposal dated January 6, 2014. The amount financed shall not exceed \$253,800.00, the annual interest rate (in the absence of default or change in tax status) shall not exceed 1.41%, and the financing term shall not exceed five (5) years from closing.
2. All financing contracts and all related documents for the closing of the financing (the "Financing Documents") shall be consistent with the foregoing terms. All officers and employees of the City are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the project as contemplated by the proposal and this resolution. The Financing Documents shall include a Financing Agreement and Deed of Trust and a Project Fund Agreement as BB&T may request.
3. The Finance Officer is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. The Finance Officer is authorized to approve changes to any Financing Documents previously signed by City Officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Officer shall approve, with the Finance Officer's release of any Financing Document for delivery constituting conclusive evidence of such officer's final approval of the Document's final form.
4. The City shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations. The City hereby designates its obligations to make principal and interest payments under the Financing Documents as "qualified tax-exempt obligations" for the purpose of Internal Revenue Code Section 265(b)(3).

Resolution No. R2014-01, continued
Page 2

5. The City intends that the adoption of this resolution will be a declaration of the City's official intent to reimburse expenditures for the project that is to be financed from the proceeds of the BB&T financing described above. The City intends that funds that have been advanced, or that may be advanced, from the City's general fund, or any other City fund related to the project, for project costs may be reimbursed from the financing proceeds.
6. All prior actions of City Officers in furtherance of the purposed of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict.
7. This resolution shall take effect immediately.

Approved this 13th Day of January, 2014.

BY: _____
(Mayor)

ATTEST:

(City Clerk)

CITY OF WILDWOOD

CITY COMMISSION REPORT

Commission Meeting Date: Jan. 13, 2014

Subject: Water Main Extension for Okahumpka Service Plaza

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

Department: Utility Department

Staff Recommendation (Motion Ready): Recommend award of the bid to Salser Construction, Inc. in the amount of \$454,383.52.

BACKGROUND:

- The City Commission approved, at the July 8, 2013 Commission meeting, a Joint Participation Agreement between Florida's Turnpike Enterprise, AREAS USA FLTP, LLC and the City of Wildwood to construct a second 8" water main along the southerly side of the turnpike right of way from CR 468 to the Okahumpka Service Plaza and decommission the existing water treatment plant at the Plaza.
- The Commission, also at the July 8 meeting, authorized Kimley-Horn and Associates, Inc., to proceed with the design of the project.
- The estimated cost of the project, including design was \$463,000.
- The shared cost breakdown was:
 - City of Wildwood \$150,000
 - Florida's Turnpike Enterprise \$150,000
 - AREAS USA FLTP, LLC \$163,000
- The JPA calls for the City to upfront the construction cost with reimbursement by the Turnpike and AREAS at the completion of the project.
- The JPA also calls for AREAS to assume costs over and above the original estimate of \$463,000.00.

FINDING, CONCLUSIONS AND RECOMMENDATIONS:

FINDINGS:

- The project has been bid with the following results:

Ranking Low to High	Contractor	Bid Form Amount	Corrected Amount
1	Salser Contracting, LLC	\$444,444.00	\$454,383.52
2	Pospiech Contracting, Inc.	\$455,955.00	\$455,955.00
3	Art Walker Construction, Inc.	\$477,300.00	\$477,300.00

4	Daly & Vilch (FL), Inc.	\$498,640.00	\$498,640.00
5	Morris & Associates, Inc.	\$548,786.50	\$551,876.50
6	Commercial Industrial Corp.	\$561,238.96	\$561,238.96
7	BRW Contracting, Inc.	\$603,983.00	\$603,983.00
8	GWP Construction, Inc.	\$621,961.70	\$622,246.60

CONCLUSIONS:

- The total cost of the project is:
 - Construction \$454,383.52
 - Design, permitting & const. admin. \$ 64,050.00
 - **TOTAL** **\$518,433.52**
- City staff and KHA staff have had a pre-award meeting with Salser Construction to discuss any questions or issues they may foresee in the construction of the project.
- KHA staff has confirmed references.

LEGAL REVIEW:

- N/A at this time, Attorney will review contract documents

RECOMMENDATIONS:

- City staff and KHA staff recommend award of the project to Salser Construction, LLC in the amount of \$454,383.52.

FISCAL IMPACT:

- Based on the JPA, the City will be responsible for up-front costs, to be reimbursed by Florida's Turnpike Enterprise and AREAS USA FLTP within 30 days of completion of the project.

ALTERNATIVES:

- The City can up-grade and continue to operate the existing water treatment plant at the Plaza.

SUPPORT MATERIAL:

- Bid tabulation from KHA.

Bruce Phillips

From: Kevin.Vickers@kimley-horn.com
Sent: Thursday, December 19, 2013 2:19 PM
To: Bruce Phillips
Cc: Lewis.Bryant@kimley-horn.com
Subject: Okahumpka WM Extension Bid Tabulations
Attachments: Okahumpka Bids.zip; Bid Tabulations_Okahumpka Water Main Extension_Wildwood.xls

Bruce,
Attached are the bids and our tabulations for the Okahumpka Water Main Extensions. The bids are summarized below:

CONTRACTOR	AMOUNT SHOWN ON BID FORM	CORRECTED AMOUNT
Morris & Associates, Inc.	548,786.50	551,876.50
Commercial Industrial Corp.	561,238.96	561,238.96
Art Walker Construction, Inc.	477,300.00	477,300.00
GWP Construction, Inc.	621,961.70	622,246.60
BRW Contracting, Inc.	603,983.00	603,983.00
Salser Construction, LLC	444,444.44	454,383.52
Pospiech Contracting, Inc.	455,955.00	455,955.00
Daly & Zilch (FL), Inc.	498,640.00	498,640.00

There were a couple of math mistakes on the bids:

1. Morris & Associates, Inc.
 - An error in addition was made for the subtotal of Section I. The subtotal was submitted as \$85,412.25. The correct subtotal is \$88,502.25.
2. GWP Construction, Inc.
 - An error in extension was made for line item 7 in Section I. The amount was submitted as \$11,370.10. The correct amount is \$11,655.00.

3. Salser Construction, LLC

- An error in extension was made for line item 3 in Section II. The amount was submitted as \$8,232.22. The correct amount is \$8,233.22.
- An error in addition was made for the subtotal of Section II. The subtotal was submitted as \$359,093.94. The correct subtotal is \$369,033.02.

All in all, Salser is still the low bidder for the project. Pospiech Contracting was a close second. I spoke with Chris at Salser Construction and he is going to send me references. Once I get that information, I will contact the references and submit our findings in a bid tabulation letter to you. Let me know if you have any questions.

Thanks,

Kevin M. Vickers, E.I.

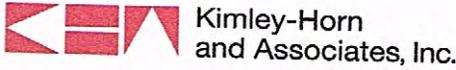
Kimley-Horn and Associates, Inc.

1823 SE Fort King Street, Suite 200

Ocala, Florida 34471

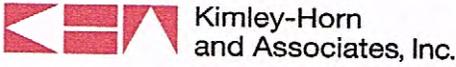
(352) 438-3000

(352) 682-8601



**BID TABULATIONS
CITY OF WILDWOOD
OKAHUMPKA WATER MAIN EXTENSION**

ITEM	DESCRIPTION	QUANTITY	Morris & Associates, Inc.		Commercial Industrial Corp.		Art Walker Construction, Inc.		
			UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	
I. MISCELLANEOUS									
1	Mobilization	1	LS	26,326.25	26,326.25	32,000.00	32,000.00	21,000.00	21,000.00
2	As-Builts	1	LS	5,700.00	5,700.00	10,512.00	10,512.00	9,500.00	9,500.00
3	MOT	1	LS	9,300.00	9,300.00	30,000.00	30,000.00	27,500.00	27,500.00
4	Erosion and Sediment Control	1	LS	13,215.00	13,215.00	13,880.00	13,880.00	8,500.00	8,500.00
5	Clearing and Grubbing (includes tree removal and tree protection barricade)	1	LS	6,311.00	6,311.00	35,371.00	35,371.00	15,000.00	15,000.00
6	Utility Location Pot Holes	25	EA	575.00	14,375.00	370.00	9,250.00	250.00	6,250.00
7	Remove and Replace Unsuitable Backfill Material	450	CY	29.50	13,275.00	25.00	11,250.00	3.50	1,575.00
				SUBTOTAL	\$ 88,502.25	SUBTOTAL	\$ 142,263.00	SUBTOTAL	\$ 89,325.00
II. PROPOSED IMPROVEMENTS									
1	8" PVC C-900 DR-18 PVC Pipe (Includes complete installation, fittings, restraints and testing)	7,610	LF	19.50	148,395.00	15.63	118,944.30	17.00	129,370.00
2	8" Jack and Bore with 18" Steel Casing	215	LF	176.00	37,840.00	300.00	64,500.00	310.00	66,650.00
3	Fire Hydrant Assembly - 4-1/2" Pump Nozzle & (2) 2-1/2" Hose Nozzles (includes all fittings and valves)	2	EA	6,031.00	12,062.00	4,472.00	8,944.00	4,600.00	9,200.00
4	8" Resilient Seat Gate Valve, Modified Wedge Disc Type	14	EA	1,668.00	23,352.00	1,530.00	21,420.00	1,300.00	18,200.00
5	8" Air Release Valve and Valve Vault	5	EA	4,550.00	22,750.00	2,569.00	12,845.00	3,800.00	19,000.00
6	8" x 8" Tapping Sleeve and Valve	1	EA	6,185.00	6,185.00	3,608.00	3,608.00	3,100.00	3,100.00
7	6" x 6" Tapping Sleeve and Valve	1	EA	5,569.00	5,569.00	2,650.00	2,650.00	2,500.00	2,500.00
8	12" x 8" Tapping Sleeve and Valve	1	EA	6,746.00	6,746.00	3,608.00	3,608.00	3,200.00	3,200.00
9	8" Insert Valve	1	EA	13,994.00	13,994.00	6,975.00	6,975.00	5,900.00	5,900.00
10	6" Insert Valve	1	EA	12,582.00	12,582.00	6,580.00	6,580.00	5,300.00	5,300.00
11	6" Cap	2	EA	456.00	912.00	130.00	260.00	225.00	450.00
12	Fire Service Meter Valve Vault	1	EA	11,000.00	11,000.00	5,400.00	5,400.00	11,000.00	11,000.00
13	8" Neptune High Performance Protocus III Stainless Steel Fire Service Meter Assembly (Includes 8" Meter, (2) 8" Gate Valves, and 2" Bypass with (2) 2" Gate Valves and a 5/8" Service Meter)	1	EA	40,740.00	40,740.00	26,255.00	26,255.00	28,000.00	28,000.00
14	Asphalt Roadway Demolition and Repair	217	SY	27.75	6,021.75	61.83	13,417.11	75.00	16,275.00
15	FDOT Type F Curb Removal and Replacement	50	LF	62.50	3,125.00	19.79	989.50	30.00	1,500.00
16	4" Concrete Sidewalk per FDOT Standard Index 310	97	SY	46.50	4,510.50	55.65	5,398.05	60.00	5,820.00
17	Right-of-Way Restoration	1	LS	54,130.00	54,130.00	55,652.00	55,652.00	35,000.00	35,000.00
18	Demolish and Remove Existing Ground Storage Tank, Pumping Equipment, Hydropneumatic Tank, Compressor, Sodium Hypochlorite Tanks, Valve Box, and all associates pipe and fittings	1	LS	42,550.00	42,550.00	53,530.00	53,530.00	15,000.00	15,000.00
19	8" Backflow Preventer Assembly Febco Model LF860-DOSY (includes backflow preventer, concrete slab and associated fittings)	1	EA	10,910.00	10,910.00	8,000.00	8,000.00	12,510.00	12,510.00
SUMMARY				SUBTOTAL	\$ 463,374.25	SUBTOTAL	\$ 418,975.96	SUBTOTAL	\$ 387,975.00
I. MISCELLANEOUS					88,502.25		142,263.00		89,325.00
II. PROPOSED IMPROVEMENTS					463,374.25		418,975.96		387,975.00
TOTAL					551,876.50	TOTAL	561,238.96	SUBTOTAL	477,300.00
Submitted Total					548,786.50		561,238.96		477,300.00



BID TABULATIONS CITY OF WILDWOOD OKAHHUMPKA WATER MAIN EXTENSION									
GWP Construction, Inc.		BRW Contracting, Inc.		Salser Construction, LLC		Pospiech Contracting, Inc.		Daly & Zilch (FL), Inc.	
UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
45,000.00	45,000.00	25,000.00	25,000.00	13,483.50	13,483.50	18,200.00	18,200.00	17,250.00	17,250.00
7,500.00	7,500.00	5,000.00	5,000.00	8,000.00	8,000.00	9,350.00	9,350.00	8,540.10	8,540.10
31,126.00	31,126.00	10,000.00	10,000.00	39,000.00	39,000.00	6,400.00	6,400.00	5,922.50	5,922.50
16,415.30	16,415.30	15,000.00	15,000.00	8,892.00	8,892.00	7,200.00	7,200.00	7,475.00	7,475.00
14,022.60	14,022.60	20,000.00	20,000.00	4,500.00	4,500.00	9,300.00	9,300.00	5,175.00	5,175.00
236.30	5,907.50	100.00	2,500.00	225.00	5,625.00	62.00	1,550.00	115.00	2,875.00
23.90	11,655.00	10.00	4,500.00	13.00	5,850.00	14.00	6,300.00	12.79	5,755.50
SUBTOTAL \$	131,626.40	SUBTOTAL \$	82,000.00	SUBTOTAL \$	85,350.50	SUBTOTAL \$	58,300.00	SUBTOTAL \$	52,993.10
19.60	149,156.00	35.00	266,350.00	18.43	140,252.30	20.50	156,005.00	27.60	210,036.00
431.30	92,729.50	300.00	64,500.00	306.63	65,925.45	213.00	45,795.00	359.71	77,537.65
4,312.60	8,625.20	5,000.00	10,000.00	4,116.61	8,233.22	5,025.00	10,050.00	5,175.00	10,350.00
1,279.50	17,913.00	1,400.00	19,600.00	1,044.82	14,627.48	1,775.00	24,350.00	1,316.75	18,434.50
6,902.30	34,511.50	2,400.00	12,000.00	3,005.00	15,025.00	3,500.00	17,500.00	2,702.50	13,512.50
4,415.10	4,415.10	4,000.00	4,000.00	3,001.90	3,001.90	4,525.00	4,525.00	3,507.50	3,507.50
3,309.60	3,309.60	4,000.00	4,000.00	2,624.82	2,624.82	3,600.00	3,600.00	2,846.25	2,846.25
4,916.70	4,916.70	5,000.00	5,000.00	3,595.62	3,595.62	5,075.00	5,075.00	3,795.00	3,795.00
15,000.00	15,000.00	8,000.00	8,000.00	9,579.32	9,579.32	5,900.00	5,900.00	5,175.00	5,175.00
15,000.00	15,000.00	7,000.00	7,000.00	8,413.32	8,413.32	5,600.00	5,600.00	4,600.00	4,600.00
155.80	311.60	100.00	200.00	215.72	431.44	205.00	410.00	1,840.00	3,680.00
14,214.10	14,214.10	7,000.00	7,000.00	8,990.00	8,990.00	13,715.00	13,715.00	11,097.50	11,097.50
28,408.90	28,408.90	33,000.00	33,000.00	24,288.30	24,288.30	27,200.00	27,200.00	29,325.00	29,325.00
69.10	14,994.70	35.00	7,595.00	40.06	8,693.02	51.00	11,067.00	17.76	3,853.92
24.30	1,215.00	22.00	1,100.00	25.50	1,275.00	26.40	1,320.00	57.50	2,875.00
96.90	9,399.30	54.00	5,238.00	45.75	4,437.75	44.00	4,268.00	30.24	2,933.28
45,000.00	45,000.00	23,000.00	23,000.00	23,200.00	23,200.00	34,675.00	34,675.00	18,687.50	18,687.50
23,000.00	23,000.00	35,000.00	35,000.00	16,500.00	16,500.00	15,550.00	15,550.00	13,652.80	13,652.80
8,500.00	8,500.00	9,400.00	9,400.00	9,939.08	9,939.08	10,550.00	10,550.00	9,947.50	9,947.50
SUBTOTAL \$	490,620.20	SUBTOTAL \$	521,983.00	SUBTOTAL \$	369,033.02	SUBTOTAL \$	397,655.00	SUBTOTAL \$	445,646.90
	131,626.40		82,000.00		85,350.50		58,300.00		52,993.10
	490,620.20		521,983.00		369,033.02		397,655.00		445,646.90
TOTAL	622,246.60	TOTAL	603,983.00	TOTAL	454,383.52	TOTAL	455,955.00	TOTAL	498,640.00
Submitted Total	621,961.70		603,983.00		444,444.44		455,955.00		498,640.00

CITY OF WILDWOOD

CITY COMMISSION REPORT

Commission Meeting Date: Jan. 13, 2014

Subject: Water Main Extension for Okahumpka Service Plaza

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

Department: Utility Department

Staff Recommendation (Motion Ready): Recommend approval of Change Order no. 1 to Salser Construction, LLC deducting \$44,800.45 from the contract.

BACKGROUND:

- The City Commission approved, at the July 8, 2013 Commission meeting, a Joint Participation Agreement between Florida's Turnpike Enterprise, AREAS USA FLTP, LLC and the City of Wildwood to construct a second 8" water main along the southerly side of the turnpike right of way from CR 468 to the Okahumpka Service Plaza and decommission the existing water treatment plant at the Plaza.
- The Commission, also at the July 8 meeting, authorized Kimley-Horn and Associates, Inc., to proceed with the design of the project.
- The estimated cost of the project, including design was \$463,000.
- The shared cost breakdown was:

▪ City of Wildwood	\$150,000
▪ Florida's Turnpike Enterprise	\$150,000
▪ AREAS USA FLTP, LLC	\$163,000
- The JPA calls for the City to upfront the construction cost with reimbursement by the Turnpike and AREAS at the completion of the project.
- The JPA also calls for AREAS to assume costs over and above the original estimate of \$463,000.00.

FINDING, CONCLUSIONS AND RECOMMENDATIONS:

FINDINGS:

The project is over budget by \$55,433.52.

CONCLUSIONS:

- City staff and KHA staff have had a pre-award meeting with Salser Construction to discuss any questions or issues they may foresee in the construction of the project and value engineering to bring the project back into budget.

- Value engineering items are as follows:
 - Utilize directional bore rather than jack and bore under the south bound travel lane and the entrance drive into the Plaza for a total savings of \$44,800.45.
 - Contract amount will therefore be \$409,583.07.

LEGAL REVIEW:

- N/A at this time, Attorney will review contract documents.

RECOMMENDATIONS:

- Approval of Change Order No. 1

FISCAL IMPACT:

- City and Turnpike will each pay \$150,000 and AREAS will pay the balance, \$173,633.07.

ALTERNATIVES:

- N/A with this being a negative change order.

SUPPORT MATERIAL:

- Copy of change order no. 1.

SECTION 00850 – CONTRACT CHANGE ORDER

Change Order No. 1

Date of Issuance: January 13, 2014 Effective Date: January 13, 2014

Project: Okahumpka Water Main Extension	Owner: City of Wildwood	Owner's Contract No.:
Contract: Okahumpka Water Main Extension		Date of Contract: January 13, 2014
Contractor: Salser Construction, LLC		Engineer's Project No.: 142173122

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Remove jack and bore construction from project and replace with approximately 410 linear feet of 8" DR-18 fused PVC directional bore (\$30,050.45 reduction). 2. Maintenance of traffic reduction for directional bore instead of jack and bore operation (\$11,750.00 reduction). 3. Right-of-way restoration reduction for directional bore instead of jack and bore operation (\$3000.00 reduction).

Attachments (list documents supporting change):

Email with cost breakdown from Salser Construction, LLC

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$ 454,383.52

[Increase] [Decrease] from previously approved Change Orders No. to No. :

\$ N/A

Contract Price prior to this Change Order:

\$ 454,383.52

[Increase] [Decrease] of this Change Order:

\$ 44,800.45

Contract Price incorporating this Change Order:

\$ 409,583.07

Original Contract Times: Working days Calendar days

Substantial completion (days or date): 90

Ready for final payment (days or date): 120

[Increase] [Decrease] from previously approved Change Orders No. to No. :

Substantial completion (days): N/A

Ready for final payment (days): N/A

Contract Times prior to this Change Order:

Substantial completion (days or date): 90

Ready for final payment (days or date): 120

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): N/A

Ready for final payment (days or date): N/A

Contract Times with all approved Change Orders:

Substantial completion (days or date): 90

Ready for final payment (days or date): 120

RECOMMENDED:

By: _____
Engineer (Authorized Signature)

Date: _____

Approved by Funding Agency (if applicable):

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized)

Date: _____

Date: _____

END OF SECTION

Vickers, Kevin

From: Kenny Rose <krose@salsarconstruction.com>
Sent: Monday, January 06, 2014 3:18 PM
To: Vickers, Kevin
Cc: Bryant, Lewis; bphillips@wildwood-fl.gov
Subject: 8" Fusible PVC

ITEM #	CC	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
M1		MOBILIZATION	LS	1	13483.50	13483.50
M2		AS-BUILTS	LS	1	8000.00	8000.00
M3		MOT	LS	1	27250.00	27250.00
M4		EROSION & SEDIMENT CONTROL	LS	1	8892.00	8892.00
M5		CLEAR & GRUB INCL TREE PROTECTION	LS	1	4500.00	4500.00
M6		UTIL LOCATE SOFT DIG	EA	25	225.00	5625.00
M7		R&R UNSUITABLE BACKFILL MATERIAL	CY	450	13.00	5850.00
					TOTAL	73600.50

ITEM #	CC	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
PI 1		8IN PVC DR25	LF	7610	16.97	129141.70
PI 2		8" FUSIBLE PVC	LF	410	87.50	35875.00
PI 3		FIRE HYDRANT ASSEMBLY	EA	2	4116.61	8233.22
P1 4		8IN GATE VALVE	EA	14	1044.82	14627.48
PI 5		8IN ARV W/ VAULT	EA	5	3005.00	15025.00
PI 6		8IN TAPPING SLEEVE & VALVE	EA	1	3001.90	3001.90
PI 7		6IN TAPPING SLEEVE & VALVE W/ 8X6 RED	EA	1	2624.82	2624.82

PI 8/		12X8 TAPPING SLEEVE & VALVE	EA	1	3595.62	3595.62
PI 9		8IN INSERT VALVE	EA	1	9579.32	9579.32
PI 10		6IN INSERT VALVE	EA	1	8413.32	8413.32
PI 11		6IN CAP MJ	EA	2	215.72	431.44
PI 12		FIRE SRV METER VALVE VAULT	EA	0		0.00
PI 13		8IN FIRE SRV METER ASSEMBLY	EA	0		0.00
PI 14		R&R ASPHALT ROADWAY	SY	217	40.06	8693.02
PI 15		R&R TYPE F CURB	LF	50	25.50	1275.00
PI 16		4IN SIDEWALK FDOT INDEX 310	SY	97	45.75	4437.75
PI 17		ROW RESTORATION	LS	1	20200.00	20200.00
PI 18		DEMO EX GRD STORAGE TANK & ACC	LS	1	16500.00	16500.00
PI 19		8IN RPZ BACKFLOW PREVENTER	EA	0		0.00
					TOTAL	281654.59

KENNY ROSE JR
Salsar Construction, Inc
(352)615-7997

CITY OF WILDWOOD

CITY COMMISSION REPORT

Commission Meeting Date: Jan. 13, 2014

Subject: Coleman Water Treatment Plant Repairs

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

Department: Utility Department

Staff Recommendation (Motion Ready): Recommend award of the contract for the Coleman Water Treatment Plant Repairs to Odyssey Manufacturing Company in the amount of \$1,021,500.00.

BACKGROUND:

- **Coleman Water Treatment Plant (CR 501 WTP).**
 - On October 24, 2010 the CR 501 WTP experienced a catastrophic piping failure due to a water hammer, which resulted in flooding of the high service pump building to a depth of approximately 18 inches.
 - The electrical control room in the building was not built to National Electric Code requirements.
- **CR 214 Re-Pump Station**
 - The station has experienced a service outage averaging once per month for the past 27 months due to electrical power supply spikes, lightning strikes and SCADA issues.
 - When these service outages occur, there is no fire protection to the northern end of the City's water distribution system.

FINDING, CONCLUSIONS AND RECOMMENDATIONS:

FINDINGS:

- **CR 501 WTP**
 - Provides 40% of the City's permitted water withdrawal volume.
 - The Electrical Control Room does NOT meet National Electric Code (NEC) requirements and therefore must be relocated and constructed to NEC requirements.
 - The plant is remote and has substandard security.
 - Presently uses gas chlorination as its disinfectant.
 - The WTP building has no floor drains.
 - INSURANCE CLAIM

- ❖ The City filed a claim that included the flood damages as well as the NEC code violations.
- ❖ The insurance company denied the claim for the NEC code violations.
- ❖ At the June 11, 2012 Commission meeting, the City Commission accepted a claim settlement of \$85,000.
- **CR 214 Re-Pump Station**
 - Supplies the northern end of the distribution system with both potable water and fire flow protection.
 - The Station is remote and has substandard security.
 - The Station's grounding and lightning protection is non-existent.
- **SCADA (System Control and Data Acquisition)**
 - The SCADA software for the water treatment facilities is a substandard system in which its developer is the only person that can provide maintenance for the software.
- **Public Works/Fleet Building and Recreation and Parks Barn**
 - Due to break-ins at both facilities, City staff included these two locations with upgraded security.

CONCLUSIONS:

- There were three responsive bidders on the project:
 - Odyssey Manufacturing Company \$1,021,500.00
 - J. McLauchlin & Company (corrected) \$1,050,621.00
 - Brandes Design Build, Inc. \$1,059,621.50
- The cost per Department is as follows:
 - Utility Department \$990,000.00
 - Recreation and Parks \$ 15,300.00
 - Public Works/Fleet \$ 16,200.00

LEGAL REVIEW: N/A at this time.

RECOMMENDATIONS:

- Staff and Kimley-Horn and Associates, Inc. recommend award of the bid to Odyssey Manufacturing Company in the amount of \$1,021,500.00.

FISCAL IMPACT:

- The FY 13/14 approved budget and the bond funding included \$825,000 for the CR 501 WTP repairs and \$125,000 for the CR 214 Re-Pump Station upgrades, for a total of \$950,000.
- The additional \$40,000 would be funded from the Non-Restricted Cash and Investments fund.
- Funding for Public Works/Fleet and Recreation and Parks security upgrades was not included in the FY 13/14 approved budget and therefore approval is at the discretion of the City Commission with additional funding from the general fund in the amount of \$31,500.00 (15,300 for R&P Barn and \$16,200 for PW/Fleet).

ALTERNATIVES:

- Approve Change Order No. 1 deleting \$31, 500.00 for security upgrades for both Public Works/Fleet facility and Recreation and Parks Barn.
- Approve alternate Change Order No. 1 deleting \$16,500.00 for security upgrades for Public Works/Fleet facility.
- Approve alternate Change Order No. 1 deleting \$15,300.00 for security upgrades for Recreation and Parks Barn.

SUPPORT MATERIAL:

- KHA letter dated December 2, 2013 with a bid tabulation sheet.

C:\Users\bphillips\Documents\Agenda Items\Jan 13, 2014\501 Repairs agenda.doc



December 2, 2013

■
Suite 200
1823 SE Fort King Street
Ocala, Florida
34471

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

***Re: Coleman WTP Repairs – Bid Tabulations; City of Wildwood, FL
Kimley-Horn Project Number 142173088***

Mr. Phillips:

On November 27, 2013 at 2:05PM, bids for the Coleman WTP Repairs project were opened and read aloud in the City Hall conference room. All bids were reviewed for calculation errors and responsiveness. The following is a summary of our review.

Paragraph 7, Section 00300 “Bid Form” of the bid documents states that the unit prices submitted on the Bid Form shall govern all errors in extension or addition and shall void the total base bid. Also, the corrected extension and addition of all items shall be considered to be the correct base bid for comparison purposes. Each bidder was reviewed for extension and addition errors with the following errors noted:

- ◆ J. McLaughlin & Company
 - The calculated subtotal for Section IV. “Building Improvements” was incorrectly written as \$110,623.00 in both the section subtotal and the summary. The corrected subtotal should be \$110,323.00.
 - The above error resulted in an error in the grand total. The submitted grand total was \$1,050,921.00. The corrected grand total is \$1,050,621.00.



The following is a summary of bids received:

CONTRACTOR	AMOUNT SHOWN ON BID FORM	CORRECTED AMOUNT
Odyssey Manufacturing Co.	\$1,021,500.00	\$1,021,500.00
Brandes Design Build, Inc.	\$1,059,621.50	\$1,059,621.50
J. McLauchlin & Company	\$1,050,921.00	\$1,050,621.00

*Corrected amount is based on the correct extension of the unit prices listed on the bid form.

Section 00100 "Instructions to Bidders" of the bid documents describes the information that must be submitted with each bid to be considered a complete and responsive bid. All bids received were reviewed for compliance with this section of the bid documents. No exceptions were noted.

The apparent low bidder, Odyssey Manufacturing Co., has recently completed numerous projects throughout Florida that are similar to the Coleman WTP Repairs project. Kimley-Horn contacted the City of Arcadia, Citrus County, City of Lake Wales and Town of Lake Placid as references. Based on the comments we received from the references, we have no reason to recommend excluding Odyssey Manufacturing Co. from consideration.

Based on our review, Kimley-Horn has no objection to the City of Wildwood selecting Odyssey Manufacturing Co. as the lowest responsive bidder in the amount of \$1,021,500.00.

If you have any questions or comments please contact our office.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read "Malcolm A.", with a large, stylized flourish to the right.

M. Lewis Bryant, P.E.

MLB:cns

Attachments: Bid Tabulations Spreadsheet

Cc: File



BID TABULATIONS CITY OF WILDWOOD COLEMAN WATER TREATMENT PLANT REPAIRS										
ITEM	DESCRIPTION	QUANTITY	Odyssey Manufacturing Co.		Brandes Design Build, Inc.		J. McLaughlin & Company			
			UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT		
I. MISCELLANEOUS										
1	Mobilization	1	LS	1,000.00	1,000.00	44,000.00	44,000.00	33,850.00	33,850.00	
2	Erosion Control Plan Compliance and Maintenance	1	LS	600.00	600.00	2,200.00	2,200.00	500.00	500.00	
3	Demolition (Existing Pipe, Building Addition, Chlorine Shed)	1	LS	5,900.00	5,900.00	1,100.00	1,100.00	20,000.00	20,000.00	
4	Site Restoration	1	LS	4,000.00	4,000.00	1,100.00	1,100.00	5,250.00	5,250.00	
5	Startup Testing	1	LS	5,000.00	5,000.00	2,750.00	2,750.00	1,500.00	1,500.00	
6	As-Builts	1	LS	3,000.00	3,000.00	1,650.00	1,650.00	300.00	300.00	
7	O&M Manuals	1	LS	3,000.00	3,000.00	1,650.00	1,650.00	300.00	300.00	
8	Cotterman Security Ladder Guard Replacement	2	EA	1,000.00	2,000.00	665.00	1,330.00	842.00	1,684.00	
9	3 Ton Gantry Crane (As described in Section 00801, Paragraph 1.08)	1	LS	4,000.00	4,000.00	1,210.00	1,210.00	1,167.00	1,167.00	
10	Field Locating of Existing Utilities	1	LS	1,200.00	1,200.00	2,200.00	2,200.00	2,280.00	2,280.00	
				SUBTOTAL	\$ 29,700.00	SUBTOTAL	\$ 59,190.00	SUBTOTAL	\$ 66,831.00	
II. STORM DRAIN SYSTEM										
1	6" SDR 35 PVC Pipe	160	LF	10.00	1,600.00	20.60	3,296.00	24.00	3,840.00	
2	6" PVC Storm Drain Cleanout	2	EA	50.00	100.00	165.00	330.00	454.00	908.00	
3	6" PVC x 45° Bend	2	EA	50.00	100.00	110.00	220.00	70.00	140.00	
4	6" Mitered End Section	1	EA	100.00	100.00	880.00	880.00	4,500.00	4,500.00	
5	6' x 4' Limerock Rip Rap Pad	1	EA	1,000.00	1,000.00	220.00	220.00	3,400.00	3,400.00	
				SUBTOTAL	\$ 2,900.00	SUBTOTAL	\$ 4,946.00	SUBTOTAL	\$ 12,788.00	
III. WATER UTILITY SYSTEM										
1	1" SCH 80 PVC Pipe	20	LF	10.00	200.00	44.00	880.00	500.00	10,000.00	
2	1" SCH 80 PVC x 45° Bend	4	LF	100.00	400.00	55.00	220.00	22.50	90.00	
3	1/2" C901 Polyethylene Tubing	600	LF	1.00	600.00	3.65	2,190.00	8.45	5,070.00	
4	1/2" Polyethylene Tee	1	EA	100.00	100.00	220.00	220.00	8.00	8.00	
5	1/2" Ball Valve and Valve Box	2	EA	50.00	100.00	110.00	220.00	32.50	65.00	
6	Grimell Fig 103 Pipe Supports per Linear Foot of Pipe	170	LF	10.00	1,700.00	7.75	1,317.50	30.00	5,100.00	
7	4x4' Concrete Vault for Chlorine Injection Point	1	EA	9,000.00	9,000.00	3,850.00	3,850.00	6,400.00	6,400.00	
8	SAF-T-FLO EB-145 Retractable Injector w/ SAF-T-SEAL	1	EA	500.00	500.00	1,320.00	1,320.00	250.00	250.00	
9	Corporation Stop with Mueller 110 Compression Connection	1	EA	100.00	100.00	330.00	330.00	250.00	250.00	
10	Chlorine Sample Line Drain Filter	1	EA	600.00	600.00	220.00	220.00	2,285.00	2,285.00	
11	1550 Gallon Dual Containment Chlorine Storage Tank	1	EA	15,000.00	15,000.00	10,450.00	10,450.00	9,125.00	9,125.00	
12	2" Hosecraft MC1 Hose and Breakfeet Fitting	20	LF	20.00	400.00	33.00	660.00	55.00	1,100.00	
13	Blueplanet Triplex Metering Skid with Prominent Sigma/1 2017 Diaphragm Pumps (Includes complete installation, testing and calibration)	1	EA	46,000.00	46,000.00	55,105.00	55,105.00	46,093.00	46,093.00	
14	Depolox 3Plus Monitoring Device and Free Flow Chlorine Cell (Includes complete installation, testing and calibration)	1	EA	6,000.00	6,000.00	7,138.00	7,138.00	9,576.00	9,576.00	
15	GA 250D 8" Check Valves with Limit Switches	3	EA	4,000.00	12,000.00	4,500.00	13,500.00	3,938.00	11,814.00	
16	GA 250D 4" Check Valves with Limit Switches	1	EA	5,000.00	5,000.00	3,740.00	3,740.00	2,685.00	2,685.00	
17	Furnish and Install 2 New Pressure Transmitters	1	LS	2,500.00	2,500.00	1,700.00	1,700.00	1,827.00	1,827.00	
18	Clean and Coat Existing Storage Tank Exteriors	1	LS	30,000.00	30,000.00	40,000.00	40,000.00	22,074.00	22,074.00	
19	Relocation of Water Main under Proposed Building Expansion	1	LS	500.00	500.00	1,100.00	1,100.00	8,765.00	8,765.00	
				SUBTOTAL	\$ 130,700.00	SUBTOTAL	\$ 144,160.50	SUBTOTAL	\$ 142,577.00	
IV. BUILDING IMPROVEMENTS										
1	Building Improvements (1)	1	LS	100,000.00	100,000.00	153,500.00	153,500.00	106,623.00	106,623.00	
2	Additional Foundation Work Allowance	1	LS	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	
3	Exhaust Support Fan Allowance	1	LS	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	
				SUBTOTAL	\$ 103,700.00	SUBTOTAL	\$ 157,200.00	SUBTOTAL	\$ 110,323.00	
V. MECHANICAL, ELECTRICAL, PLUMBING IMPROVEMENTS										
1	Security System Improvements	1	LS	90,000.00	90,000.00	81,150.00	81,150.00	86,384.00	86,384.00	
2	SCADA System Installation + Software	1	LS	185,000.00	185,000.00	212,000.00	212,000.00	186,053.00	186,053.00	
3	Redundant Wonderware InTouch SCADA Server (As described in Section 13650 Paragraph G)	1	LS	13,000.00	13,000.00	14,125.00	14,125.00	12,840.00	12,840.00	
4	Gate Assy & Controller Inst. - Coleman WTP	1	LS	17,000.00	17,000.00	9,800.00	9,800.00	11,405.00	11,405.00	
5	Lightning Protection System - Coleman WTP	1	LS	10,000.00	10,000.00	13,200.00	13,200.00	12,191.00	12,191.00	
6	Generator Improvements - Coleman WTP	1	LS	25,000.00	25,000.00	137,000.00	137,000.00	22,175.00	22,175.00	
7	All Other Electrical Improvements Not Listed Above - Coleman WTP	1	LS	270,000.00	270,000.00	108,000.00	108,000.00	241,476.00	241,476.00	
8	Gate Assy & Controller Inst. - CR 214 WTP	1	LS	15,000.00	15,000.00	9,800.00	9,800.00	11,405.00	11,405.00	
9	Lightning Protection System - CR 214 WTP	1	LS	15,000.00	15,000.00	8,800.00	8,800.00	22,632.00	22,632.00	
10	Generator Improvements - CR 214 WTP	1	LS	16,000.00	16,000.00	29,000.00	29,000.00	16,584.00	16,584.00	
11	All Other Electrical Improvements Not Listed Above - CR 214 WTP	1	LS	40,000.00	40,000.00	26,000.00	26,000.00	43,973.00	43,973.00	
				SUBTOTAL	\$ 696,000.00	SUBTOTAL	\$ 648,875.00	SUBTOTAL	\$ 667,118.00	
VI. MECHANICAL IMPROVEMENTS										
1	Wall Mount A/C Installations (AC1 & AC2)	1	LS	14,500.00	14,500.00	13,900.00	13,900.00	18,879.00	18,879.00	
2	Mini-Split Installation (HP1)	1	LS	5,000.00	5,000.00	8,250.00	8,250.00	7,512.00	7,512.00	
3	Plumbing Improvements	1	LS	17,000.00	17,000.00	16,500.00	16,500.00	24,593.00	24,593.00	
4	All Other Mechanical not listed above	1	LS	22,000.00	22,000.00	6,600.00	6,600.00	-	-	
				SUBTOTAL	\$ 58,500.00	SUBTOTAL	\$ 45,250.00	SUBTOTAL	\$ 50,984.00	
SUMMARY										
					29,700.00		59,190.00		66,831.00	
					2,900.00		4,946.00		12,788.00	
					130,700.00		144,160.50		142,577.00	
					103,700.00		157,200.00		110,323.00	
					696,000.00		648,875.00		667,118.00	
					58,500.00		45,250.00		50,984.00	
				TOTAL	1,021,500.00	SUBTOTAL	1,059,621.50	SUBTOTAL	1,050,621.00	

CITY OF WILDWOOD

CITY COMMISSION REPORT Commission Meeting Date: Jan. 13, 2014

Subject: Coleman Water Treatment Plant Repairs

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

Department: Utility Department

Staff Recommendation (Motion Ready): Recommend approval of Change Order No. 1 to Odyssey Manufacturing Co.

1. Deleting the security upgrades for both Public Works/Fleet facility and Recreation and Parks Barn in the amount of \$31,500.00, or
 2. Deleting the security upgrades for Recreation and Parks Barn in the amount of \$15,300.00, or
 3. Deleting the security upgrades for Public Works/Fleet facility in the amount of \$16,200.00.
-

BACKGROUND:

- During the design of the repairs and upgrades for the CR 501 WTP and the CR 214 Re-Pump Station, the City experienced a break-in at the recreation and Parks Barn and at the Public Works/Fleet facility.

FINDING, CONCLUSIONS AND RECOMMENDATIONS:

FINDINGS:

- The inclusion of upgraded security at the CR 501 WTP and the CR 214 Re-Pump Station provided an excellent opportunity to install security cameras at both Recreation and Parks Barn and at the Public Works/Fleet facility.
- The installation of security cameras at these two locations was NOT included in the respective FY 13/15 budgets.

CONCLUSIONS:

- The cost per Department is as follows:
 - Recreation and Parks \$ 15,300.00
 - Public Works/Fleet \$ 16,200.00

LEGAL REVIEW: N/A at this time.

RECOMMENDATIONS:

- Although this provides an excellent opportunity to install these security measures to each of these locations, the costs were not included in the respective FY 13/14 budget approvals and therefore the inclusion of these systems is at the sole discretion of the City Commission.
- Attached are three Change Order No. 1s:
 - The first change order deletes both Recreation and Parks Barn security upgrades and Public Works/Fleet facility security upgrades totaling \$31,500.00 in deducts from the contract amount.
 - The second change order deletes only Recreation and Parks Barn security upgrades (\$15,300.00) from the contract but leaves the security upgrades at Public Works/Fleet in the contract.
 - The third change order deletes only Public Works/Fleet security upgrades (\$16,200.00) from the contract but leaves the security upgrades at Recreation and Parks Barn in the contract.
- The deletion of either or both of the security upgrades is at the discretion of the City Commission.

FISCAL IMPACT:

- Recreation and Parks Department, \$15,300.00 budget amendment from the General Fund.
- Public Works/Flee Department, \$16,200.00 budget amendment from the General Fund.

ALTERNATIVES:

- Alternatives have been addressed above.

SUPPORT MATERIAL:

- Change Order No. 1 in the amount of \$31,500.00 deleting the security upgrades for both Recreation and Parks and Public Works/Fleet.
- Change Order No. 1 in the amount of \$15,300.00 deleting the security upgrades for Recreation and Parks.
- Change Order No. 1 in the amount of \$16,200.00 deleting the security upgrades for Public Works/Fleet.

SECTION 00850 – CONTRACT CHANGE ORDER

Change Order No. 1

Date of Issuance: Jan. 13, 2014 Effective Date: Jan. 13, 2014

Project: Coleman Water Plant Repairs	Owner: City of Wildwood	Owner's Contract No.: N/A
Contract:		Date of Contract: Jan. 13, 2014
Contractor: Odyssey Manufacturing Co.		Engineer's Project No.: 142173088

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Delete installation of security cameras at the Public Works/Fleet facility and the Recreation & Parks Barn.

Attachments (list documents supporting change): Attached email from Odyssey Manufacturing Co.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ 1,021,500.00 _____	Original Contract Times: <input type="checkbox"/> Working days x <input type="checkbox"/> Calendar days Substantial completion (days or date): 150 Days _____ Ready for final payment (days or date): 180 Days _____
[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: \$0 _____	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: Substantial completion (days): 0 _____ Ready for final payment (days): 0 _____
Contract Price prior to this Change Order: \$ 1,021,500.00 _____	Contract Times prior to this Change Order: Substantial completion (days or date): 150 days _____ Ready for final payment (days or date): 180 Days _____
[Increase] [Decrease] of this Change Order: \$31,500.00 _____	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): 0 _____ Ready for final payment (days or date): 0 _____
Contract Price incorporating this Change Order: \$990,000.00 _____	Contract Times with all approved Change Orders: Substantial completion (days or date): 150 Days _____ Ready for final payment (days or date): 180 Days _____

RECOMMENDED: By: _____ Engineer (Authorized Signature) Date: _____ Approved by Funding Agency (if applicable): _____	ACCEPTED: By: _____ Owner (Authorized Signature) Date: _____	ACCEPTED: By: _____ Contractor (Authorized) Date: _____ Date: _____
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END OF SECTION

SECTION 00850 – CONTRACT CHANGE ORDER

Change Order No. 1

Date of Issuance: Jan. 13, 2014 Effective Date: Jan. 13, 2014

Project: Coleman Water Plant Repairs	Owner: City of Wildwood	Owner's Contract No.: N/A
Contract:	Date of Contract: Jan. 13, 2014	
Contractor: Odyssey Manufacturing Co.	Engineer's Project No.: 142173088	

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Delete installation of security cameras at the Recreation and Parks Barn.

Attachments (list documents supporting change): Attached email from Odyssey Manufacturing Co.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ 1,021,500.00 _____	Original Contract Times: <input type="checkbox"/> Working days x <input checked="" type="checkbox"/> Calendar days Substantial completion (days or date): 150 Days _____ Ready for final payment (days or date): 180 Days _____
[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: \$0 _____	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: Substantial completion (days): 0 _____ Ready for final payment (days): 0 _____
Contract Price prior to this Change Order: \$ 1,021,500.00 _____	Contract Times prior to this Change Order: Substantial completion (days or date): 150 days _____ Ready for final payment (days or date): 180 Days _____
[Increase] [Decrease] of this Change Order: \$15,300.00 _____	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): 0 _____ Ready for final payment (days or date): 0 _____
Contract Price incorporating this Change Order: \$1,006,200.00 _____	Contract Times with all approved Change Orders: Substantial completion (days or date): 150 Days _____ Ready for final payment (days or date): 180 Days _____

RECOMMENDED: By: _____ Engineer (Authorized Signature) Date: _____ Approved by Funding Agency (if applicable): _____	ACCEPTED: By: _____ Owner (Authorized Signature) Date: _____	ACCEPTED: By: _____ Contractor (Authorized Date: _____ Date: _____
--	---	--

END OF SECTION

SECTION 00850 – CONTRACT CHANGE ORDER

Change Order No. 1

Date of Issuance: Jan. 13, 2014 Effective Date: Jan. 13, 2014

Project: Coleman Water Plant Repairs	Owner: City of Wildwood	Owner's Contract No.: N/A
Contract:		Date of Contract: Jan. 13, 2014
Contractor: Odyssey Manufacturing Co.		Engineer's Project No.: 142173088

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Delete installation of security cameras at the Public Works/Fleet facility.

Attachments (list documents supporting change): Attached email from Odyssey Manufacturing Co.

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price: \$ 1,021,500.00_____	Original Contract Times: <input type="checkbox"/> Working days x <input checked="" type="checkbox"/> Calendar days Substantial completion (days or date): 150 Days_____
[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: \$0_____	Ready for final payment (days or date): 180 Days_____
[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: Substantial completion (days): 0 _____	Ready for final payment (days): 0 _____
Contract Price prior to this Change Order: \$ 1,021,500.00_____	Contract Times prior to this Change Order: Substantial completion (days or date): 150 days_____
[Increase] [Decrease] of this Change Order: \$16,200.00_____	Ready for final payment (days or date): 180 Days_____
[Increase] [Decrease] of this Change Order: Substantial completion (days or date): 0 _____	Ready for final payment (days or date): 0 _____
Contract Price incorporating this Change Order: \$1,005,300.00_____	Contract Times with all approved Change Orders: Substantial completion (days or date): 150 Days_____
	Ready for final payment (days or date): 180 Days_____

RECOMMENDED: By: _____ Engineer (Authorized Signature) Date: _____	ACCEPTED: By: _____ Owner (Authorized Signature) Date: _____	ACCEPTED: By: _____ Contractor (Authorized Date: _____
Approved by Funding Agency (if applicable): _____		Date: _____

END OF SECTION

CITY OF WILDWOOD

CITY COMMISSION REPORT Commission Meeting Date: Jan. 13, 2014

Subject: CR 501 Water Treatment Plant – Internet Connectivity

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

Department: Utility Department

Staff Recommendation (Motion Ready): Recommend approval of a 60 month “Products and Service Agreement” between the City and CenturyLink Sales and Solutions, Inc. to provide internet service to the CR 501 Water Treatment Plant at a monthly cost of \$279.00.

BACKGROUND:

- The October, 2010 flooding issue at the CR 501 Water Treatment Plant (WTP) caused damage to the electrical switchgear that operates the WTP.
- The Supervisory Control and Data Acquisition (SCADA) system for all of the WTPs is a proprietary system with only one technician available to perform diagnostic testing and repairs to the system.
- The City Commission, previously in this meeting, awarded a contract for the repairs at the CR 501 WTP, reliability upgrades to the CR 214 Re-Pump Station and a new SCADA software installation.

FINDING, CONCLUSIONS AND RECOMMENDATIONS:

FINDINGS:

- City staff and Kimley-Horn and Associates, Inc. have investigated several alternatives for internet service at the CR 501 WTP.
 - Brighthouse – internet service not available
 - CenturyLink DSL – service not available
 - CenturyLink T1 - \$279.00/month, no installation charge
 - Satellite – approximately \$100.00/month with limited data, speed and reliability
 - Cellular – approximately \$100.00/month with limited data, speed and reliability (City cell phone service at the CR 501 WTP is limited and sporadic).

CONCLUSIONS:

- The new software requires internet connectivity.

- CenturyLink T1 has been determined to provide the best and most reliable internet connectivity.

LEGAL REVIEW:

- The City Attorney has been provided a copy of the agreement between the City and CenturyLink for his review.

RECOMMENDATIONS:

- City staff and KHA recommend approval of the “Products and Services Agreement” between the City and CenturyLink Sales Solutions, Inc.

FISCAL IMPACT:

- Funding would be from Rental and Leasing, account no. 401-0036-536.0440 with an unencumbered balance of \$18,984.98 as of November 30, 2013.

ALTERNATIVES:

- Utilize one of the other less reliable internet services.

SUPPORT MATERIAL:

- CenturyLink Sales and Solutions, Inc., Products and Services Agreement, Contract No. 130500723236.
- March 13, 2013 KHA Internet Options email

Bruce Phillips

From: Gene.Losito@kimley-horn.com
Sent: Wednesday, March 13, 2013 4:57 PM
To: Bruce Phillips
Cc: Lewis.Bryant@kimley-horn.com; Richard.Busche@kimley-horn.com
Subject: Coleman/CR 214 Internet Options

Bruce,

Below are options for internet at the two WTPs:

	Brighthouse Cable	CenturyLink DSL	CenturyLink T1	Satellite	Cell
Coleman	N/A	N/A	Approx. \$300/month	Approx \$100/month Limited Data, Speed, Reliability	Approx \$100/month Limited Data, Speed, Reliability
CR 214	Approx \$75 / month plus \$6,000 construction cost to extend lines	Approx \$75 / month varies on speeds		Approx \$100/month Limited Data, Speed, Reliability	Approx \$100/month Limited Data, Speed, Reliability

Let us know your thoughts and how the City wants to proceed. The internet could be provided ahead of construction at Coleman to avoid any hang-ups. If you would like we can add as an agenda item for the Friday meeting.

Thanks,

Gene B. Losito, P.E.
Kimley-Horn and Associates, Inc.
1823 SE Fort King Street, Suite 200
Ocala, FL 34471
Office: 352.438.3000



CenturyLink™

CITY OF WILDWOOD
 Proposal For Dedicated Internet Access Bundle
 Proposal Date: 12/10/2013
 Expire Quote Date: 2/8/2014
 Customer Copy - Quote #: 13-021799

Customer Contact Information:

Company Name: CITY OF WILDWOOD
 Billing Address: 100 N MAIN ST
 Billing City, State, Zip: WILDWOOD FL 34785-4047
 BAN ID: New BAN ID
 Customer Contact Name: Bruce Phillips
 Customer Contact Phone:
 Customer Contact E-mail: bphillips@wildwood-fl.gov

Customer Service Location:

Primary Location Name: CITY OF WILDWOOD
 Address: 469 CR 501
 City, State, Zip: Wildwood, FL, 34785
 NPA-NXX: 352-748
 On Site Contact Name: Bruce Phillips
 Work TN: 352-330-1346

Telco Central Office Information:

Telco: Embarq Florida, Inc.
 Serving Central Office CLLI: BSHNFLXA
 Serving Central Office Address: 123 E VIRGINIA AVE
 Serving Central Office City, State, Zip: BUSHNELL FL 33513

CenturyLink Contact Information:

Sales Person: Paul Boynton [1072599]
 Email: paul.boynton@centurylink.com
 Sales Contact Number: 352-368-8805
 Dealer Code: 1072599

 Engineer: Chuck Roberson
 Email: charles.w.roberson@centurylink.com
 Engineer Contact Number: 352-368-8814

Service Description:

Type of Service: Dedicated Internet Access Bundle (Qty: 1)
 Term Agreement: 60 month

Term Options:

Qty	Price Plan	Feature Code	Item	MRR	NRR
1	B5Z1DZT02	DZT102	Frame Relay - 1.5M Adtran Router Bundle	\$279.00	
			TOTAL	\$279.00	\$0.00

Additional Terms and Conditions:

CITY OF WILDWOOD
Proposal For Dedicated Internet Access Bundle
Proposal Date: 12/10/2013
Expire Quote Date: 2/8/2014
Customer Copy - Quote #: 13-021799



-
- At http://about.centurylink.com/legal/rates_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
Entity: Embarq Florida, Inc.
Service: Dedicated Internet Access Bundle
 - The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes or moves site locations. Rates, charges and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that CenturyLink may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

For use with Standard Terms and Conditions for Communications Services (“Standard Terms and Conditions”). This Annex is not applicable to Services governed by Tariffs on file with the FCC or state regulatory authorities.

CENTURYLINK LOCAL GOVERNMENT CUSTOMER ANNEX

This CenturyLink Local Government Customer Annex (“Annex”), together with the applicable cover agreement, modifies the Standard Terms and Conditions. This Annex takes precedence over all other conflicting terms and conditions of the Agreement. When attached to the applicable cover agreement, this Annex supersedes the version posted at http://about.centurylink.com/legal/rates_conditions.html.

- 1. Eligibility and Applicability.** This Annex is available to all local governmental entities and agencies in connection with the purchase of Products and Services sold under the Standard Terms and Conditions. CenturyLink defines “local governmental entities and agencies” as local entities and agencies, specifically excluding all state and federal entities and agencies, that receive their primary funding support through the allocation of appropriated public funds and are entitled to exercise sovereign rights and privileges.
- 2. Indemnity.** Customer will honor all indemnity provisions under the Agreement only to the maximum extent permitted by applicable law. No section of the Agreement is intended to create a waiver of Customer’s rights or privileges as a sovereign entity.
- 3. Nonappropriation.**
 - 3.1. Definition.** A “nonappropriation” occurs when Customer is unable to secure or allocate sufficient funds in its operating budget to fulfill its financial obligations under the Agreement.
 - 3.2. Effect.** If a nonappropriation occurs during the Term, Customer may terminate the Agreement at the end of the then-current fiscal period (“Termination Date”) without incurring any termination liability. Customer will not be obligated for payments for any fiscal period after the Termination Date.
 - 3.3. Notice.** Customer will give CenturyLink written notice of any termination under this section at least 30 days before the Termination Date. At CenturyLink’s request, Customer will promptly provide supplemental documentation about the nonappropriation.
 - 3.4. Limitations.**
 - A.** Customer must take all necessary action to budget and secure any funds required to fulfill its contractual obligations for each fiscal year during the Term, including the exhaustion of all available administrative appeals if funding is initially denied.
 - B.** If Customer terminates the Agreement under this provision, Customer will not obtain the Services described in the Agreement from CenturyLink or from any other provider for a period of 180 days after the Termination Date. This obligation will survive termination of the Agreement for nonappropriation.
- 4. Damages.** The Agreement does not create an obligation by Customer to pay any damages in excess of those amounts legally available to satisfy Customer’s obligations under the Agreement.
- 5. Ownership and Confidentiality.** The Agreement is a copyrighted work authored by CenturyLink and may contain CenturyLink trademarks, trade secrets, and other proprietary information. CenturyLink acknowledges that the Agreement may be subject to disclosure in whole or in part under applicable Freedom of Information, Open Records, or Sunshine laws and regulations (collectively, “FOI”). Customer will provide CenturyLink with prompt notice of any intended FOI disclosures or post-execution FOI requests, citations to or copies of applicable FOI for review, and an appropriate opportunity to seek protection of CenturyLink confidential and proprietary information consistent with all applicable laws and regulations.
- 6. Governing Law.** The Agreement and the rights and obligations of the parties are governed by the laws of the U.S. State where CenturyLink provides the Products and Services, without regard to that State’s conflict of laws principles.

CITY OF WILDWOOD

CITY COMMISSION REPORT Commission Meeting Date: Jan. 13, 2014

Subject: Wastewater Treatment Plant

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

Department: Utility Department

Staff Recommendation (Motion Ready): Recommend rebuilding of Model UM180 R/H s/n 632077/309385-01 Rotor gearbox from I. Kruger, Inc., Veolia Water Solutions & Technologies in the amount of \$16,719.65.

BACKGROUND:

- There are four Kruger Rotors on the Kruger Oxidation Ditch.
- Rotor no's. 1 & 2 have failed.
- City Commission, on May 13, 2013, approved purchase of a new Gearbox for Rotor no. 1 with the old gearbox being remanufactured and replacing Rotor Gearbox no. 2.
- City Commission approved remanufacturing Rotor Gearbox no. 1 at the June 24, 2013 meeting with the old gearbox being remanufactured and held as a spare.

FINDING, CONCLUSIONS AND RECOMMENDATIONS:

FINDINGS:

- Old Gearbox no. 2 has been sent to the factory for a cost to rebuild.
- Veolia Water Solutions & Technologies has provided a quote to rebuild at \$16,719.65 and a quote for a new gearbox at \$21,666.75.

CONCLUSIONS:

- There are two more Kruger Rotor gearboxes on the Kruger Oxidation Ditch, these two gearboxes have been in service for the same length of time as the two just replaced, in excess of 15 years. They are also reaching their useful life.

LEGAL REVIEW: N/A

RECOMMENDATIONS:

- Staff recommends rebuilding old gear box no. 2 and maintaining it as a spare, so that there will be very little down time when the next failure occurs.

FISCAL IMPACT:

- Funding will be from Repair and Maintenance, account no. 0401003005300460 with an unencumbered balance of \$432,241.82 as of October 31, 2013.

ALTERNATIVES:

- Not repair the gearbox until there is a failure of one of the two remaining gearboxes. This will cause a down time in a portion of the wastewater treatment plant.

SUPPORT MATERIAL:

- Copy of Kruger, Inc. Veolia Water Solutions & Technologies quote no. 111413, dates 11/14/2013.

C:\Users\bphillips\Documents\Agenda Items\Jan 13, 2014\Kruger Gear Box No 3 agenda.doc

KRÜGER

QUOTE

QUOTE NO. 111413

I. KRUGER INC.

Veolia Water Solutions & Technologies

DATE: 11/14/2013

1500 Garner Road
Raleigh, North Carolina 27610 USA
PHONE 888-578-4378 FAX 919-661-4568
EMAIL: krugerincsupport@veoliawater.com

EXPIRATION DATE: 12/14/2013
This quote is valid for 30 days

TO Contact Name: Dave Bridges
Company: Wildwood WWTP
Address: 1290 Industrial Drive
Wildwood, FL 34785
Phone: 352.330.1349
Fax/Email: dbridges@wildwood-fl.gov

FROM: J. Bryan Hewitt
After Market Sales Manager
bryan.hewitt@veoliawater.com
CELL 919.349.1616

SALESPERSON	JOB	PAYMENT TERMS	DELIVERY TERMS	DELIVERY SCHEDULE
JBH	Kruger Ditch	Net 30 Days	F.O.B. Prepaid & Add Destination	4-6 wks-ARO
QTY	PART NUMBER AND DESCRIPTION		UNIT PRICE	LINE TOTAL

* NOTE: The attached Kruger Quotation is for Parts Only. The pricing is expressly contingent upon the items in this quotation & are subject to I. Kruger Inc. Standard Terms of Sale for Parts Orders as detailed herein. No add'l terms contained within Owner's and/or Engineer's Plans & Specifications shall apply to nor become a part of this Quote.

1	Shop labor to repair one UM180 R/H s/n 632077/309385-01 Rotor gearbox- includes teardown & inspection, cleaning, sand blasting, reassembly and painting			\$2,400.00
1	Repair parts needed Includes bearings, gears, seals and oil pump NEW GEARBOX = \$21,666.75 Quantity changes may effect final pricing			\$14,319.65
			SUBTOTAL	\$16,719.65

ALL PRICES SUBJECT TO COST AND AVAILABILITY AT TIME OF ORDER.
PRICES QUOTED ABOVE DO NOT INCLUDE SHIPPING, BROKERAGE,
CUSTOMS DUTIES & FEES, START UP SERVICES, APPLICABLE TAXES.
MINIMUM ORDER \$50.00.

ESTIMATED FREIGHT	TBD
SALES TAX	Exempt
TOTAL	\$16,719.65

Quotation prepared by: J. Bryan Hewitt

To accept, sign here and return*:

PLEASE NOTE:
A signed Quotation is required to process order. If you submit a PO, please reference Kruger's Quotation number to process order.

THANK YOU FOR YOUR BUSINESS!

I Kruger Inc. – Standard Terms of Sale – Parts Only Orders (Rev. 1/4/2010) FOLLOWS

*City of
Wildwood,
Florida*



DATE: December 30, 2013

TO: Mayor and City Commissioners, City of Wildwood

FROM: Chief E.W. Reeser *(Signature)*

RE: Forfeiture of Property to the Police Department

Section 705.105, Florida Statutes, provides evidence vests permanently in the law enforcement agency sixty days after the conclusion of the proceeding in which the evidence was seized. The statute provides that if the property is of appreciable value, the law enforcement agency may elect to retain the property for the agency's own use; transfer the property to another unit of state or local government; donate the property to a charitable organization; or sell the property at public sale.

The following items and/or currency listed below have been confiscated by this department pursuant to Florida Statute 705.105.

I'm requesting the currency listed below be deposited into the Law Enforcement Trust Fund.

Case Number	Item	Amount
2011-09-0948	RP3	\$25.00
2013-009834	AT3	\$690.00
2011-06-0574	KC3	\$290.00
2008-09-1024	RW7	\$10.00

Total Currency \$1,015.00

DONE AND ORDAINED this _____ day of _____, 20____, by the City Commission of the City of Wildwood, Florida

SEAL

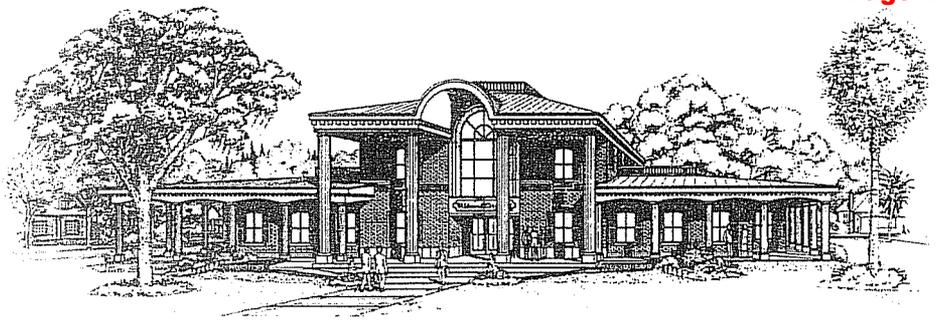
ATTEST:

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

Joseph Jacobs, City Clerk

Ed Wolf, Mayor

City of
Wildwood,
Florida



DATE: December 30, 2013

TO: File

FROM: Chief E.W. Reeser

RE: Forfeiture of Property to the Police Department – Destruction List 2013-002

Section 705.105, Florida Statutes, provides evidence vests permanently in the law enforcement agency sixty days after the conclusion of the proceeding in which the evidence was seized. The statute provides that if the property is of appreciable value, the law enforcement agency may elect to retain the property for the agency's own use; transfer the property to another unit of state or local government; donate the property to a charitable organization; or sell the property at public sale.

Case Number	Item	Amount
2011-09-0948	RP3	\$25.00 ✓
2013-009834	AT3	\$690.00 ✓
2011-06-0574	KC3	\$290.00 ✓
2008-09-1024	RW7	\$10.00 ✓

Total Currency \$1,015.00 *MB*

Turned over to ALICE BORRACK, to be deposited into the Law Enforcement Trust Fund.
DEPUTY CLERK

Borrack 12/30/13
Signed

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Addendum to the Wildwood Sumter Holdings Developer's Agreement (Triumph South)

REQUESTED ACTION: Execution of the Addendum to the Developer's Agreement

Work Session (Report Only) **DATE OF MEETING:** January 13, 2014
 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 entered into a Developer's Agreement with Wildwood Sumter Holdings, Inc. on December 1, 2010. The Agreement concerned among other issues, the responsibility of ownership and maintenance of the project's water, wastewater, and reuse systems.

It is the desire of Staff and the applicant to amend this agreement so that:

- The Developer is not required to connect to the City's reuse water system.
- After completion of construction of the utility system and upon acceptance by the City, approval of the as-builts, and receipt of all regulatory clearances, the City will maintain water mains and service lines up to and including water meters, force mains, and lift stations.
- After connection to the City's water system the Developer or property owner shall be responsible for the water service lines from the Developer's side of the meter to the home.
- After connection to the City's wastewater system the Developer or property owner shall be responsible for the wastewater service laterals from the right-of-way to the home.

The Agreement has been reviewed by the Development Services Department, the Utilities Department, the City Manager, and the City Attorney. **Staff recommends execution of the Addendum to the Developer's Agreement with Wildwood Sumter Holdings, Inc.**



Jason McHugh
Development Services Coordinator

**FIRST ADDENDUM TO DEVELOPER'S AGREEMENT
BETWEEN
THE CITY OF WILDWOOD, FLORIDA AND
WILDWOOD SUMTER HOLDINGS, INC.**

This agreement, effective this ____ day of _____, 2014, made and entered into by and between the City of Wildwood, Florida, a Florida municipal corporation (hereinafter called "City"), and Wildwood Sumter Holdings, Inc., a Florida corporation, of 379 Bowes Road, Concord, ON L4K1J1 (hereinafter called "Developer") is an addendum to that certain Developer's Agreement between the City of Wildwood and Wildwood Sumter Holdings, Inc. dated December 1, 2010 (hereinafter called " the Developer's Agreement") and which applies to the development of the property owned by the Developer identified in "Exhibit A" attached thereto.

W I T N E S S E T H:

1. The original Developer's Agreement is hereby amended as follows:
 - a. The Developer is not required to connect to the City's reuse water system.
 - b. After completion of construction of the utility system and upon acceptance by the City, approval of the as-builts, and receipt of all regulatory clearances, the City will maintain water mains and service lines up to and including water meters, force mains, and lift stations.
 - c. After connection to the City's water system the Developer or property owner shall be responsible for the water service lines from the Developer's side of the meter to the home.
 - d. After connection to the City's wastewater system the Developer or

property owner shall be responsible for the wastewater service laterals from the right-of-way to the home.

- 2. All other provisions of the Developer's Agreement remain in full force and effect.

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

Signed, sealed and delivered in the presence of:

ATTEST:

CITY OF WILDWOOD

Joseph Jacobs, City Clerk

BY: _____
Mayor Ed Wolf

State of Florida
County of Sumter

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, 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

WILDWOOD SUMTER HOLDINGS,
INC., a Florida Corporation

WITNESS:

BY: _____
Nick P. DiBattista as its President

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by Nick DiBattista, President of Wildwood Sumter Holdings, Inc. who has produced _____ as identification or is personally know to me.

Notary Public, Canada

Executed Developer's Agreement
Between the City of Wildwood
And
Wildwood Sumter Holdings
(Provided for Reference)

24

\$ 205.50

Inst:201060034361 Date:12/22/2010 Time:9:37 AM
DC Gloria R. Hayward Sumter County Page 1 of 24 B:2266 P:367

**DEVELOPER'S AGREEMENT BETWEEN
THE CITY OF WILDWOOD, FLORIDA AND
WILDWOOD SUMTER HOLDINGS, INC.**

This Developer's Agreement, effective this 1st day of Dec., 2010, made and entered into by and between the City of Wildwood, Florida, a Florida municipal corporation (hereinafter called "City"), and Wildwood Sumter Holdings, Inc., a Florida corporation, of 379 Bowes Road, Concord, ON L4K1J1 (hereinafter called "Developer").

R-7 City of Wildwood
100 N Main St.
Wildwood Fl 34785

WITNESSETH:

WHEREAS, Developer Agreements strengthen the public planning process, encourage sound capital improvement planning, assist in assuring that there are adequate capital facilities for the development, encourage private participation and comprehensive planning; and,

WHEREAS, City is a regional water, wastewater, reuse water and municipal services provider; and,

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

WHEREAS, Developer desires to procure services, including, but not limited to, water, wastewater, reuse water and other municipal services from the City for the Property described in Exhibit "A"; and,

WHEREAS, Developer's proposed development requires access to water, wastewater, reuse water and other municipal services; and,

WHEREAS, the City of Wildwood desires to provide water, wastewater, reuse water and other municipal services to the Property; and,

WHEREAS, Developer will construct all utility lines, lift stations, roadways, sidewalks, signage, open space, common areas, entrance monuments, amenities, storm water facilities and other similar improvements within the Property in accordance to City standards; and,

WHEREAS, Developer agrees to maintain all utility lines, lift stations, roadways, sidewalks, signage, open space, common areas, entrance monuments, amenities, storm water facilities and other similar improvements within the project site in accordance to City standards until such time as all such improvements are conveyed to the Homeowners Association established by the Developer for the perpetual maintenance of all such improvements; 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, reuse water and other municipal services 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 of 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 Commission meeting on September 28, 2010.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings

of City and Developer and other good and valuable considerations, these parties covenant and agree with each other as follows:

PART I. DEFINITIONS

A. The term "Connection Fee" means those charges of the City for a customer's proportionate share of the capital costs of the water and wastewater utility plant capacity allocated to a new or modified customer connection and shall be construed as defined in City of Wildwood ordinances and resolutions.

B. The term "Developer" shall refer to Wildwood Sumter Holdings, Inc., its successors, heirs and assigns in interest and / or title, including the Homeowner Association created by the Developer and to whom all common improvements, including the utilities described in this Agreement, will be conveyed and under whom all future maintenance responsibilities will fall.

C. The term "Equivalent Residential Unit" as defined by City ordinance shall be referred to in this Agreement as "ERU". The term "Equivalent Residential Connection", also referred to as "ERC", is considered synonymous with "ERU".

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

E. The term "Transmission Infrastructure Extension Fee" shall be referred to as "TIE fee" and means those charges of the City for a customer's proportionate share of the capital costs of the water, wastewater and reuse water utility main lines and connection lines and shall be as defined by City ordinances and resolutions.

F. The term "County" shall mean and refer to Sumter County, Florida.

G. The term "water management district" shall mean and refer to Southwest Florida

Water Management District (SWFWMD).

H. The term "Significant Progress" shall be defined as the Developer having storm water basins, roadway bases, curbs and underground utilities completed or under construction pursuant to a valid permit from the City for such work.

I. The term "Point of Connection" shall be defined as that location within the dedicated utility easement where City ownership and maintenance of the water, wastewater and reuse water mains end and private ownership and maintenance of said systems begins.

PART II. DEVELOPER'S OBLIGATIONS

A. TIE Fees, Connection Fees and Capacity.

1. TIE Fees.

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

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

c. The wastewater TIE fee shall be calculated using City ordinances

and resolutions in effect at the time the Developer executes this agreement. The calculation for the wastewater TIE fee is included in the attached Exhibit "B".

d. The reuse water TIE fee shall be calculated using City ordinances and resolutions in effect at the time the Developer executes this agreement. The calculation for the reuse water TIE fee is included in the attached Exhibit "B".

e. All water, wastewater and reuse water TIE fees, required by the Developer's reservation of capacity as evidenced by the payment of Connection fees, are to be paid in full upon the execution of this agreement.

f. Developer understands that TIE fees are non-refundable.

g. TIE fees are calculated by the City based on the number of connection fees approved for reservation as indicated in Exhibit "B", unless Developer elects to reserve a lesser capacity, in which case the TIE fees due upon execution of this Agreement will be reduced accordingly. One (1) TIE fee is due for each connection (ERU) reserved. The Developer acknowledges that no water or wastewater capacity reservation is implied without City receiving payment of the applicable fees. Reservation of water and wastewater capacity is subject to availability.

h. Developer understands that increases in capacity reservation will result in additional TIE fees due from the Developer.

2. Connection Fees and Capacity

a. The water and wastewater connection fees shall be calculated according to the rate schedule adopted by the City at the time the Developer executes this Agreement. The calculation for the connection fees to be purchased at the time of execution of this Agreement is included in the attached composite Exhibit "B", however, the parties understand that Developer is not obligated to reserve all of the capacity

available at this time, and that if Developer elects to reserve a lesser capacity, the calculations in Exhibit "B" shall be revised accordingly. The amount of the connection fees shall be as specified in this Agreement or appropriate exhibit attached hereto.

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

c. Connection Fees are not sold on speculation and may be repurchased by the City at the price paid by the Developer if significant construction progress is not made within twenty-four (24) months of the date the purchased connection fee becomes available to the Developer. The time for significant progress may be extended pursuant to the provisions of this Agreement concerning "Force Majeure."

d. The following actions must precede the reservation of water or wastewater ERU's:

i. Developer must complete the Concurrency Determination and Concurrency Reservation applications.

ii. This Developers Agreement and all attachments must be fully executed.

e. Connection fees shall be paid as follows:

i. The first fifty percent (50%) of all water and wastewater connection fees to be reserved must be paid upon execution of this agreement.

ii. The next twenty five percent (25%) of the water and wastewater connection fees shall be paid upon issuance of the individual building permits for which ERC's are reserved, with the amount due being the pro rata share for each dwelling unit covered by the subject building permit (e.g. if Developer reserves

capacity for one-hundred (100) single-family homes, a building permit for one (1) single-family home shall require a payment equal to 1/100th of the twenty-five percent (25%) due under this paragraph).

iii. The final twenty five percent (25%) of the water and wastewater connection fees shall be paid upon issuance of the Certificate of Occupancy for the portion of the Development for which ERU's are reserved, with the amount due being the pro rata share of each dwelling unit covered by the subject building permit.

f. 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.

3. Until Developer provides the City with full payment for all TIE fees and Connection fees sought to be reserved by Developer and completes all other requirements of this agreement, no water, wastewater or reuse water service will be provided to the Property.

4. The City reserves the right to determine the number of ERU's it will allow a Developer to purchase. The City has determined at the time of execution of this Agreement that the Developer may purchase up to 103.3 water ERU's, 103.3 wastewater ERU's and 103.3 reuse water ERU's. These capacities will be available as set forth on Exhibit "C".

5. Developer may not transfer any reserved water, wastewater or reuse water capacity without written permission from the City. Any such transfer will void the capacity reservation and the ERU's will revert back to the City and the Developer will forfeit any right to any repayment of the connection fees paid for the capacity reservation. The City shall not withhold permission for a transfer of capacity to another

property or another project if the request is reasonable. As Developer develops the Property and sells portions thereof, such sales shall not be deemed a transfer prohibited by this paragraph.

6. The purchase of ERU's does not act to set the price for future purchases, but only as to purchases specifically set forth in this Agreement. Any future purchases not contemplated by this Agreement will be at the price set by the City at time of payment.

B. Developer's responsibility after connection to City's water, wastewater and reuse water systems.

After connection to City's water, wastewater and reuse water systems:

1. Developer shall be responsible for all wastewater lines from the point of connection to the City's wastewater force main.
2. The Developer shall be responsible for all water distribution lines from the point of connection to the City's water main.
3. The Developer shall be responsible for all reuse water distribution lines from the point of connection to the City's reuse water main.
4. The Developer shall be responsible for the on-site wastewater lift stations.

C. Other.

1. The City's land development regulations require dual systems for irrigation, Florida friendly landscaping, energy efficient construction, energy efficient appliances, and underground utilities. These land development regulations will apply to this Development.

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

3. The Developer, Homeowners Association and individual property owners must abide by the City of Wildwood Residential Design Standards and any other applicable ordinances or Land Development Regulations.

4. Developer will be responsible for costs associated with the recording of this document.

5. The Developer has provided the City with a twenty (20) foot utility easement along and through the property. This easement must be reflected and noted on the approved site plans and plats as submitted by the Developer. If the Developer needs to relocate the existing utility main lines within the existing easement for any reason, the design must be approved by the City. The Developer must provide an additional easement which must be executed and recorded. All costs of the relocated utility lines will be the responsibility of the Developer including, but not limited to, design, review, permitting, materials, labor and equipment. A complete set of as-built drawings for the relocated utility mains must be provided to the City prior to the issuance of the final Certificate of Occupancy.

PART III. CITY'S OBLIGATIONS

A. When, at no cost to City, (1) the water distribution, wastewater collection and reuse water 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 four (4) sets of signed and sealed "as-built" drawings plus one electronic copy in PDF format, then the City shall thereafter connect the water, wastewater and reuse water systems. The obligation of the City to furnish water, wastewater or reuse water other than construction water shall not arise until Developer has completed the conditions contained in this paragraph. The City shall have sixty (60) days from completion of construction to review drawings and constructed facilities.

B. The City shall extend water, wastewater and reuse water transmission facilities to the Property.

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

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

E. The City shall properly maintain the City owned water main, wastewater main and reuse water main which are located within the dedicated twenty foot (20') easement area referenced in this Agreement.

PART IV. MUTUAL COVENANTS

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

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

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

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

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

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

D. Developer, its successors and assigns, and the Owners and occupants of

homes and buildings on Developer's Property shall not install or shall not be connected to any potable water system other than the City's system.

E. City shall have the right to promulgate from time to time reasonable rules and regulations relating to the furnishing of water service and wastewater collection service to consumers within the Property encompassed by this Agreement. Such rules and regulations may relate to, but are not limited to, rates, deposits, and connection charges and the right to discontinue or limit availability of services under certain conditions. The water, wastewater and reuse water 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, wastewater and reuse water services.

F. City shall not be liable or responsible for the maintenance or operation of any utility lines, lift stations, roadways, sidewalks, signage, open space, common areas, entrance monuments, amenities, storm water facilities and other similar equipment or improvements on Developer's Property excluding the City owned utility mains located within the dedicated utility easement.

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

H. Developer shall keep:

(a) All wastewater lines, service lines, connections and necessary fixtures and equipment including lift stations, on the premises 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.

(b) Water lines, connections and necessary fixtures on the consumer's 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.

(c) All reuse water lines, connections and necessary fixtures and equipment on the premises in good order and condition.

(d) All utility lines, lift stations, roadways, sidewalks, signage, open space, common areas, entrance monuments, amenities, storm water facilities and other similar improvements within the project site in good order and condition.

I. No water from City's water distribution system shall be used or disbursed by Developer or its 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, wastewater and reuse water 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. This Agreement shall be recorded by the City among the Public Records of Sumter County, Florida, for the particular purpose of placing the Owner(s) or occupants of Developer's Property connected to or to be connected to said water, wastewater and reuse water 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. Until all of Developer's obligations under this agreement are met, the City

may refuse services or terminate all service to Developer's property.

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

P. 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.

PART VI. NOTICE

Whenever either party desires to give notice to the other, it shall be given by written notice, sent by prepaid, certified, United States, mail, with the return receipt

requested, addressed to the party for whom it is intended, at the place specified as the place for giving notice, which shall remain until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for the giving of notice:

CITY OF WILDWOOD

FOR THE DEVELOPER

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

Sebastian Mizzi
Wildwood Sumter Holdings, Inc.
379 Bowes Road
Concord, ON L4K1J1

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

PART VII. ADDITIONAL PROVISIONS

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

B. EXHIBITS

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

EXHIBIT "A" - Legal description of Developer's Property

EXHIBIT "B" - Calculations for TIE and Connection Fees.

EXHIBIT "C" - Schedule of Construction Time Frames

Inst:201060034361 Date:12/22/2010 Time:9:37 AM
DC:Gloria R Hayward.Sumter County Page 17 of 24 B:2266 P:383

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

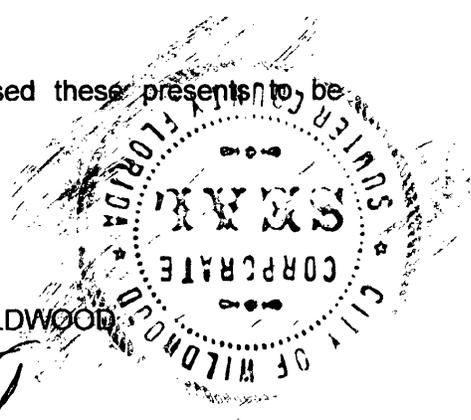
Signed, sealed and delivered
in the presence of:

ATTEST:

CITY OF WILDWOOD

Joseph Jacobs
Joseph Jacobs, City Clerk

BY: Ed Wolf
Mayor Ed Wolf



ATTEST:

WILDWOOD SUMTER HOLDINGS, INC.,
a Florida Corporation

[Signature]

BY: Nick DiBattista
Nick DiBattista as its President

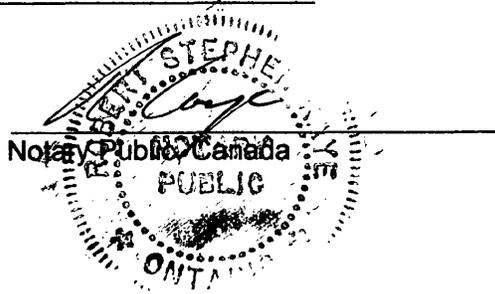
State of Florida
County of Sumter

The foregoing instrument was acknowledged before me this 30th day of September, 2010, by Ed Wolf, Mayor of the City of Wildwood, who has produced [Signature] as identification or is personally known to me.



Marena Roberts
Notary Public, State of Florida

The foregoing instrument was acknowledged before me this 2nd day of November, 2010, by Nick DiBattista, President of Wildwood Sumter Holdings, Inc. who has produced [Signature] as identification or is personally known to me.



Inst:201060034361 Date:12/22/2010 Time:9:37 AM
DC, Gloria R. Hayward, Sumter County Page 18 of 24 B:2266 P:384

Exhibit "A"

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:

Inst. 201060034361 Date: 12/22/2010 Time: 9:37 AM
____ DC, Glona R. Hayward, Sumter County Page 19 of 24 B 2266 P.385

Exhibit "A"

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.

City of Wildwood

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

EXHIBIT B
Phase 1

DEVELOPER UTILITY CONCURRENCY CONNECTION FEES:

PROJECT NAME: Triumph South

WATER CONNECTION FEE:

Check One

- a) Inside City, or, Pre-Annexation \$1,013.00
- or b) Outside City, NO Pre-Annexation \$1,225.00

One (1) water ERU = 300 gallons per day

Number of water connections (ERU's) requested # 34

TOTAL water connection fee charges = \$1,013 x #34 = **\$34,442.00**

DUE SCHEDULE:

- 50% due on execution of developer's agreement \$ 17,221.00
- 25% due on issuance of each building permit \$ 8,610.50
- 25% due on issuance of Certificate of Occupancy \$ 8,610.50

TOTAL \$ 34,442.00

WASTEWATER CONNECTION FEE:

Check One

- a) Inside City, or, Pre-Annexation \$ 2,150.00
- or b) Outside City, NO Pre-Annexation \$2,600

One (1) wastewater ERU = 250 gallons per day

Number of wastewater connections (ERU's) requested # 34

TOTAL wastewater connection fee charges = \$ 2,150 x # 34 = **\$ 73,100.00**

DUE SCHEDULE:

- 50% due on execution of developer's agreement \$ 36,550.00
- 25% due on issuance of each building permit \$ 18,275.00
- 25% due on issuance of Certificate of Occupancy \$ 18,275.00

TOTAL \$ 73,100.00

Fee amount to be paid based upon the per rata share of total reservation for each dwelling unit to be constructed under the subject building permit.

Developer: NICK DIBATTISTA
Printed Name

Nick DiBattista
Signature

1 NOV. 2010
Date

Agreement to Provide: Robert Smith
Robert Smith (City Manager)

Robert Smith
Signature

12/1/10
Date

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

Inst:201060034361 Date:12/22/2010 Time:9:37 AM
DC:Gloria R. Hayward-Sumter County Page 20 of 24 B:2266 P:386

City of Wildwood

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

EXHIBIT B
Phase 1

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

"Worksheet"

PROJECT NAME: Triumph South

WATER TIE CALCULATION:

- One (1) tie (full distance) = 15,000 feet
- This project to nearest wellhead = 4,001-5,000 feet
- Distance schedule pro-rated value = 0.35 TIE
- Fee per one (1) full distance TIE = \$584.00
- This project fee = \$584 x 0.35 = \$204.40

WASTEWATER TIE CALCULATION:

- One (1) tie (full distance) = 15,000 feet
- This project to Wastewater Treatment Plant = 12,001-13,000 feet
- Distance schedule pro-rated value = 0.91 TIE
- Fee per one (1) full distance TIE = \$640.00
- This project fee = \$640 x 0.91 = \$582.40

REUSE TIE CALCULATION

- Fee per one (1) full distance TIE = \$300.00
- This project fee = \$300.00 x 1.00 = \$300.00

TOTAL WATER AND WASTEWATER TIE (1)

\$204.40 + \$582.40 + \$300.00 = **\$1,086.80**

Inst: 201060034361 Date: 12/22/2010 Time: 9:37 AM
DC: Gloria R. Hayward Sumter County Page 21 of 24 B 2266 P 387

Developer: NICK DIBATTISTA
Printed Name


Signature

1 Nov. 2010
Date

Agreement to Provide: Robert Smith
Robert Smith (City Manager)


Signature

12-1-10
Date

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

City of Wildwood

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

EXHIBIT B
Phase 1

DEVELOPER UTILITY CONCURRENCY TIE CHARGES DUE

PROJECT NAME: Triumph South

WATER:

- | | | |
|----|---|-------------|
| a) | One (1) water TIE due for every water connection ERU reserved | |
| b) | Number of water ERU's reserved = | # 34 |
| c) | Number of water TIE's due = | # 34 |
| d) | Charge per water TIE for this project = | \$ 204.40 |
| e) | TOTAL water TIE charges due | |
| | \$204.40 x # 34 = | \$ 6,949.60 |

WASTEWATER:

- | | | |
|----|---|--------------|
| a) | One (1) wastewater TIE due for every wastewater connection ERU reserved | |
| b) | Number of wastewater ERU's reserved = | # 34 |
| c) | Number of wastewater TIE's due = | # 34 |
| d) | Charge per wastewater TIE for this project = | \$ 582.40 |
| e) | TOTAL water TIE charges due | |
| | \$ 582.40 x # 34 = | \$ 19,801.60 |

REUSE

- | | | |
|----|---|--------------|
| a) | One (1) wastewater TIE due for every wastewater connection ERU reserved | |
| b) | Number of wastewater ERU's reserved = | # 34 |
| c) | Number of wastewater TIE's due = | # 34 |
| d) | Charge per wastewater TIE for this project = | \$ 300.00 |
| e) | TOTAL water TIE charges due | |
| | \$ 300.00 x # 34 = | \$ 10,200.00 |

NOTE:

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

Developer:	<u>NICK DIBATTISTA</u>		<u>1 Nov. 2010</u>
	Printed Name	Signature	Date
Agreement to Provide:	<u>Robert Smith</u>		<u>12-1-10</u>
	Robert Smith (City Manager)	Signature	Date

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

Inst: 201060034361 Date: 12/22/2010 Time: 9:37 AM
DC Gloria R. Hayward Sumner County Page 22 of 24 B-2266 P-388

City of Wildwood

EXHIBIT B

100 N. Main Street
Wildwood, FL 34785 - 352-330-1330**DISTANCE FACTORS FOR METHODS 3 & 4 - TABLE 2**

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

PROJECTNAME: Triumph South

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

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

EXHIBIT "C"
AVAILABILITY OF UTILITIES

Water: Immediately available at site.

Wastewater: Immediately available at site via force main.

Reuse Water: Available within 180 days of execution of this Agreement.

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Donation Agreement with Wells Fargo Bank, N.A.: Parcel G06B053

Execution of the Donation Agreement

REQUESTED ACTION:

<input type="checkbox"/> Work Session (Report Only)	DATE OF MEETING: <u>January 13, 2014</u>
<input checked="" type="checkbox"/> Regular Meeting	<input type="checkbox"/> Special Meeting

CONTRACT: <input type="checkbox"/> N/A	Vendor/Entity: <u>Well Fargo Bank, N.A.</u>
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:

Wells Fargo Bank contacted the City regarding the possible donation of Parcel G06B053. The property is a 50' x 100' (5,000 SF) lot located at 305 Moss Street (northeast corner of the intersection of Moss and Jackson Streets).

There is a vacant structure in disrepair located on the property which would need to be demolished. In speaking with Gene Kornegay, Public Works Director, the property could be utilized for stormwater purposes to alleviate the current flooding issues that are experienced at this intersection during heavy rain events.

The acquisition of the property requires the City to enter into a Donation Agreement with Wells Fargo Bank, N.A.

Staff recommends acceptance of the property and execution of the Donation Agreement with Wells Fargo Bank N.A.



Jason McHugh
Development Services Coordinator



Sumter County BOCC - GIS

BOCC - Bushnell, FL 33513 | 352-793-0200

Parcel ID: **G06B053**
WELLS FARGO BANK NA
 3476 STATEVIEW BLVD FT MILL, SC 29715
 Street: 305 MOSS ST
 S/T/R: 06/19/23 LOT 24 BLK D BRIDGES SUBD PB 2 PG 75
 Sales

9/1/2013	2676/32	Improved	\$100.00
3/1/2002	939/271	Improved	\$0.00

NOTES:



This information was derived from data which was compiled by the Sumter County BOCC - GIS. This information should not be relied upon by anyone as a determination of the ownership of property, legal boundary representation, or market value. The map image is not a survey and shall not be used in any Title Search or any official capacity. No warranties, expressed or implied, are provided for the accuracy of the data herein, it's use, or it's interpretation. This information was last updated: 12/10/2013 and may not reflect the data currently on file at our office.





DONATION AGREEMENT

This is a Donation Agreement (the "Donation Agreement") for certain real property located at **305 MOSS ST, WILDWOOD, FL 34785** ("Property"), dated and effective as of this day of DECEMBER, 2013, between **Wells Fargo Bank, N.A.**, a national banking association ("Donor") and **CITY OF WILDWOOD**, a **State of Florida Municipality** ("Donee").

RECITALS

This Donation Agreement is made and entered into on the basis of the following facts and understandings of the parties hereto:

- A. Donor acquired the Property identified on Exhibit A through the foreclosure process.
- B. Donor did not originally construct any of the improvements forming part of the Property. Donor has not occupied the Property for its own use.
- C. Due to Donor's lack of familiarity with the Property, Donor is unwilling to make any representations or warranties whatsoever regarding the Property and Donor is only willing to grant Donee the Property on an "**as is, where is**" and "**with all faults**" basis.
- D. Donee has been given a full and complete opportunity to conduct its own investigation as to any matter, fact or issue that might influence Donee's decision to accept the Property from Donor. Accordingly, Donee is willing to accept the Property from Donor without any representations or warranties whatsoever regarding the Property and on an "**as is, where is**" and "**with all faults**" basis.

AGREEMENT

1. DONATION.

- 1.1 **Closing Costs.** Donor shall pay all costs associated with the transfer of the Property, including but not limited to attorney's fees, agents fees and recording costs ("Closing Costs").
- 1.2 **Transfer.** Donor agrees to donate the Property to Donee and Donee agrees to accept the Property from Donor on the terms and conditions set forth herein. In consideration of Donor's transfer of the Property to Donee, Donee shall perform all of Donee's obligations hereunder including but not limited to the release set forth in Section 2.2 of this Donation Agreement.
- 1.3 **Title.** Title shall be transferred on the Closing Date via a quit claim deed or its equivalent.

- 1.4 **Further Assurances.** Donee and Donor agree to execute all instruments and documents and to take all actions reasonably necessary and appropriate to consummate the transfer and donation of the Property and shall use their best efforts to close in a timely manner.

2. **ACKNOWLEDGMENTS, AND RELEASE.**

- 2.1 **DONEE'S ACKNOWLEDGMENTS.** **DONEE ACKNOWLEDGES THAT DONEE IS ACCEPTING THE PROPERTY SOLELY IN RELIANCE ON DONEE'S OWN INVESTIGATION, AND THE PROPERTY IS IN "AS IS, WHERE IS" CONDITION WITH ALL FAULTS AND DEFECTS, LATENT OR OTHERWISE. DONEE EXPRESSLY ACKNOWLEDGES THAT, IN CONSIDERATION OF THE AGREEMENT OF DONOR HEREIN, AND EXCEPT AS OTHERWISE SPECIFIED HEREIN, DONOR MAKES AND HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, WITH RESPECT TO THE PROPERTY OR ANY MATTER RELATED THERETO, OR (WITHOUT LIMITATION) TO ANY OF THE FOLLOWING MATTERS:**

- (a) Soils, Etc. Soils, seismic, hydrological, geological and topographical conditions and configurations.
- (b) Artifacts. Archeological, prehistoric and historic artifacts, remains and relics.
- (c) Endangered Species. Endangered plant, animal and insect species.
- (d) Hazardous Materials. Hazardous Materials and other environmental conditions, including without limitation, lead-based paint, asbestos and mold.
- (e) Physical Defects. Physical and mechanical defects in or on any Property, including without limitation, the plumbing, heating, air conditioning and electrical systems and the roof, floor, ceilings, walls and other internal structural components of any buildings or improvements.
- (f) Land and Floor Area. The area of the land and the square footage contained in any buildings or improvements.
- (g) Utilities, Schools, Etc. Availability of adequate utilities, water, schools, public access, and fire and police protection.
- (h) Assessment Districts. The status and nature of any assessment districts and the amount of any assessment liability.

- (i) Planning and Zoning. Present, past or future conformity of any Property with planning, building, zoning, subdivision and development statutes, ordinances, regulations and permits, the general plan and the specific plan.
- (j) Development Fees. The character and amount of any fee, charge or other consideration which must be paid by Donee to develop any Property.
- (k) Title. The condition of title to any Property, including but not limited to the existence of any easement, license or encroachment whether or not a matter of public record, and whether or not visible upon inspection of such Property.
- (l) Taxes. The status of any general or special real property taxes or assessments or personal property taxes or any other taxes and assessments applicable to the Property.
- (m) Owner's Association. The financial condition of any owner's association, including, without limitation, the adequacy of any reserves held by any owner's association.
- (n) Other Matters. Any other matter relating to any Property or to the development or operation of any Property, including, but not limited to, value, feasibility, cost, governmental permissions or entitlements, marketability and investment return.

2.2 RELEASE.

- (a) **RELEASE. DONEE FULLY RELEASES AND DISCHARGES DONOR FROM AND RELINQUISHES ALL RIGHTS, CLAIMS AND ACTIONS THAT DONEE MAY HAVE OR ACQUIRE AGAINST DONOR WHICH ARISE OUT OF OR ARE IN ANY WAY CONNECTED WITH THE CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION (A) ANY MATTER SET FORTH IN SECTION 2.1 ABOVE, (B) THE PRESENCE OF HAZARDOUS MATERIALS ON, UNDER OR ABOUT ANY PROPERTY (INCLUDING BUT NOT LIMITED TO ANY UNDISCOVERED HAZARDOUS MATERIALS LOCATED BENEATH THE SURFACE OF THE PROPERTY) AND (C) VIOLATIONS OF ANY HAZARDOUS MATERIALS LAWS PERTAINING TO THE PROPERTY OR THE ACTIVITIES THEREON. THIS RELEASE APPLIES TO ALL DESCRIBED RIGHTS, CLAIMS AND ACTIONS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, PRESENT OR FUTURE.**

- (b) **MEANING.** FOR PURPOSES OF THIS SECTION 2.2, ALL REFERENCES TO "DONOR" SHALL INCLUDE: (A) DONOR'S PARENT, SUBSIDIARY AND AFFILIATE CORPORATIONS, (B) DONOR'S DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES AND AGENTS, AND (C) THE HEIRS, SUCCESSORS, PERSONAL REPRESENTATIVES AND ASSIGNS OF DONOR'S DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES AND AGENTS.

- (c) **EFFECTIVENESS.** THE PROVISIONS OF THIS SECTION 2 SHALL BE EFFECTIVE AS OF THE CLOSING DATE AND SHALL SURVIVE THE CLOSING DATE OR TERMINATION OF THIS DONATION AGREEMENT.

3. **CLOSING DATE.** IF THE CLOSING DATE DOES NOT TIMELY OCCUR DUE TO THE DEFAULT OF DONEE, (A) DONEE SHALL HAVE NO FURTHER RIGHT TO RECEIVE THE PROPERTY AND (B) DONOR SHALL BE FREE TO DISPOSE OF THE PROPERTY IN ANY WAY IT SEES FIT.

4. **GENERAL PROVISIONS**

- 4.1 **Successors and Assigns.** This Donation Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties. Notwithstanding the foregoing, Donee may not transfer, assign or encumber Donee's rights under this Donation Agreement without Donor's prior written approval.

- 4.2 **Entire Agreement.** This Donation Agreement contains the entire agreement between the parties concerning the Donation and sale of the property, and supersedes all prior written or oral agreements between the parties to this Donation Agreement. No addition to or modification of any term or provision shall be effective unless in writing, signed by both Donor and Donee.

- 4.3 **Time of Essence.** Donor and Donee hereby acknowledge and agree that time is strictly of the essence with respect to each term and condition of this Donation Agreement and that the failure to timely perform any of the terms and conditions by either party shall constitute a breach and default under this Donation Agreement by the party failing to so perform.

- 4.4 **Partial Invalidity.** If any portion of this Donation Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, that portion shall be deemed severed from this Donation Agreement and the remaining parts shall remain in full force as fully as though the invalid, illegal or unenforceable portion had never been part of this Donation Agreement.

- 4.5 **Governing Law.** The parties intend and agree that this Donation Agreement shall be governed by and construed in accordance with the laws of the state in which the Property is located.
- 4.6 **No Third Parties Benefits.** No person other than Donor and Donee, and their permitted successors and assigns, shall have any right of action under this Donation Agreement.
- 4.7 **Waivers.** No waiver by either party of any provision shall be deemed a waiver of any other provision or of any subsequent breach by either party of the same or any other provision.
- 4.8 **Captions.** The captions and Section numbers of this Donation Agreement are for convenience and in no way define or limit the scope or intent of the Sections of this Donation Agreement.
- 4.9 **Counterparts.** To facilitate execution, this Donation Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.
- 4.10 **No Presumption.** All the parties hereto and their attorneys have had full opportunity to review and participate in the drafting of the final form of this Donation Agreement and all documents attached as exhibits. Accordingly, such documents shall be construed without regard to any presumption or other rule of construction whereby any ambiguities within this Donation Agreement would be construed or interpreted against the party causing the document to be drafted.
- 4.11 **Notices.** Any notices or other communication required or permitted under this Donation Agreement shall be in writing, and shall be (a) personally delivered, or (b) sent by certified or registered United States mail, postage prepaid, return receipt requested, or (c) by overnight delivery by a reputable courier to the address of the party set forth in this Section or (d) telecopied to the Fax number of the party set forth in this Section. Such notice or communication shall be deemed given (i) if sent by personal delivery or by overnight courier, when delivered in person, (ii) if sent by telecopier, when evidence of successful transmission by telecopier has been received by sender or, (iii) in the case of mailed notice, forty-eight (48) hours following deposit in the United States mail. Notice of change of address shall be given by written notice in the manner detailed in this Section.

If to the Donee: **CITY OF WILDWOOD**
Bill Ed Cannon, City Manager
100 North Main Street
Wildwood, Florida
34785

If to the Donor:
Wells Fargo Bank, N.A.
1 Home Campus
Des Moines, Iowa 50328-0001
Attention: Laura Krogh, MAC# X2301-049

With a copy to:
Wells Fargo Bank, N.A.
800 Walnut Street
Des Moines, Iowa 5309
Attention: Assistant General Counsel, MAC N0001-11B

- 4.12 **Joint and Several.** If more than one person or entity has executed this Donation Agreement as Donee, the obligations of all such persons or entities hereunder shall be joint and several.

[Signatures on the next page]

DONEE:

CITY OF WILDWOOD

Signature: _____

Print Name: _____

Title: _____

DONOR:

WELLS FARGO BANK, N.A.

Signature: _____

Print Name: _____

Title: _____

EXHIBIT "A"

PROPERTY ADDRESS

305 MOSS ST
WILDWOOD, FL 34785

LEGAL DESCRIPTION

LOT 24, BLOCK D, OF BRIDGES SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 75, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

OFAC CERTIFICATE

Pursuant to the Bank Secrecy Act and requirements specified by the Department of the Treasury's Office of Foreign Assets Control ("OFAC"), Wells Fargo Bank, N.A. will not engage in any transactions with any individual or entity that either appears on the list of Specially Designated Nationals and Blocked Persons, Specially Designated Terrorists, Specially Designated Narcotics Traffickers or that Wells Fargo Bank, N.A. suspects to be involved in a suspicious transaction or one in violation of federal law. Therefore, the following information must be provided. If Buyer fails to provide this information, Wells Fargo Bank, N.A. will not consider your offer. This information will only be used for the sole purpose of screening against OFAC and WorldCheck lists.

Please provide the following information:

Buyer 1

First Name:	Middle Name:	Last Name:	
Address:	City:	State:	Zip:
Country:	DOB:	Phone #:	

Buyer 2

First Name:	Middle Name:	Last Name:	
Address:	City:	State:	Zip:
Country:	DOB:	Phone #:	

Buyer 3

First Name:	Middle Name:	Last Name:	
Address:	City:	State:	Zip:
Country:	DOB:	Phone #:	

Buyer's Agent Information

First Name:	Last Name:	Company:	
Address:	City:	State:	Zip:
Email:	Phone #:	Fax # :	

Buyer's Company/Corporation/Partnership

If buyer is a Company/Corporation/Partnership or is not purchasing as an individual, buyer must provide full company/ corporation name and Articles of Incorporation and signing authority. **Full Name of Company/ Corporation and Address:**

CITY OF WILDWOOD

List All Principal Owners of Partnership or LLC. Include individual tax ID, address and dates of birth for each. If the buyer is a non-profit organization, please list all signer's names (including non-board members) as well as all individuals with principal ownership or financial interest in the non-profit organization.:

Corporation Tax ID:

If Wells Fargo Bank, N.A. finds in its sole and absolute discretion that any purchaser meets the criteria as described above, the offer, purchase agreement or other documents executed in connection with the purchase of the property shall be of no effect, and shall be immediately cancelled. No party shall be liable to the other party in any way, for any claims whatsoever. Any earnest money shall be returned.

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Lake-Sumter MPO: Appointments

Consideration of Appointments

REQUESTED ACTION:

- Work Session (Report Only)
- Regular Meeting

DATE OF MEETING: January 13, 2014
 Special Meeting

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

Vendor/Entity: _____
 Termination Date: _____

BUDGET IMPACT: _____

- Annual
- Capital
- N/A

FUNDING SOURCE: _____
EXPENDITURE ACCOUNT: _____

HISTORY/FACTS/ISSUES:

The City appointed Stephen Stone of 5612 Williamsburg Lane to sit on the Lake-Sumter MPO's Citizens' Advisory Committee (CAC) back in November of 2011. This appointment has expired and needs to be filled.

Mr. Stone is willing and able to be reappointed to sit on the CAC. Also, Mr. Stone is willing and able to be appointed to the Bicycle and Pedestrian Advisory Committee as well.

Staff recommends the City Commission reappoint Stephen Stone to sit on the Lake-Sumter MPO's Citizens Advisory Committee as well as the Bicycle and Pedestrian Advisory Committee.

Further, the Commission should consider appointing an alternative to represent the City on the Lake-Sumter MPO's Governing Board. The will be the first year the City is a voting member on the Board. The Mayor currently serves as the primary representative from the City. The alternate would attend the meeting in circumstances where the Mayor cannot attend. Any alternate that is appointed must be an elected official (Commission member).

Staff recommends the City Commission appoint an alternate to the Lake-Sumter MPO Governing Board.



Jason McHugh
Development Services Coordinator



- Lake County
- Sumter County
- Town of Astatula
- City of Bushnell
- City of Center Hill
- City of Clermont
- City of Coleman
- City of Eustis
- City of Fruitland Park
- City of Groveland
- Town of Howey-in-the-Hills
- Town of Lady Lake
- City of Leesburg
- City of Mascotte
- City of Minneola
- Town of Montverde
- City of Mount Dora
- City of Tavares
- City of Umatilla
- City of Webster
- City of Wildwood
- Florida Central Railroad
- Lake County Schools
- Sumter County Schools

October 31, 2013

Mr. Bill Cannon, City Manager
City of Wildwood
100 Main Street
Wildwood, FL 34785

**RE: Lake~Sumter Metropolitan Planning Organization
Citizens' Advisory Committee (CAC) and
Bicycle & Pedestrian Advisory Committee (BPAC)
Membership Expirations**

Dear Mr. Cannon: *Bill*

This is to advise that the term expiration date for the members appointed by the City of Wildwood is December 31, 2013.

Either current members need to be reappointed or new members appointed for a 2 year term starting January 1, 2014 through December 31, 2015.

The following are the current members appointed by the City of Wildwood:

CAC – Stephen Stone, re-appointed 11/14/11

BPAC – Vacant (appointment can be citizen, staff or elected official; however, elected official cannot also be appointed to the governing board)

Please feel free to contact Sue Goldfuss or Nancy Valenzano if you have any questions.

Sincerely,

T.J. Fish, AICP
Executive Director

c: CAC Member / MPO Member

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Retitle Position of Development Services Coordinator

REQUESTED ACTION: New Title: Assistant City Manager
Strategic Planning Director

Work Session (Report Only)
 Regular Meeting

DATE OF MEETING: January 13, 2014
 Special Meeting

CONTRACT: N/A
Effective Date: 1/13/14
Managing Division / Dept:

Vendor/Entity: _____
Termination Date: _____
Executive Department

BUDGET IMPACT: Additional Funding Impact 13/14 FY is \$6,867.00

Annual
 Capital
 N/A

FUNDING SOURCE: Executive / Development Services
EXPENDITURE ACCOUNT: General

HISTORY/FACTS/ISSUES:

See Attached - Change Explained in Special Meeting held on January 7, 2014



JOB DESCRIPTION

STRATEGIC PLANNING

ORGANIZATION CHART

TRANSITIONING PHASING PLAN WITH DEVELOPMENT SERVICES

DEVELOPMENT SERVICES – STRATEGIC PLANNING INTERACTION

FIRST DRAFT JOB DESCRIPTION

**CITY OF WILDWOD
STRATEGIC PLANNER - ASSISTANT CITY MANAGER**

The City of Wildwood, Florida presently finds itself in a very challenging, progressive and opportunistic state of being. According to studies performed by legislature, the University of Florida and SWFMD, population growth projections by the year 2030 are expected to approach 60,000 people. The City needs a highly qualified professional who is inspired by interesting challenges and constant changes of an established local government. This person must possess the proper skills and educational qualities to establish and implement a strategic plan for both the immediate concerns and also the long term goals which will be needed.

Our City presently has a population of approximately 7,000 residents, but due to recent annexations of approximately 25,000 acres being coupled with the growth rate of our area being approximately 7.5%, there are many factors which must be identified for the expected increase in population growth. Several of these areas of concern deal with a variety of opportunities, including but not limited to transportation, utilities, heavily increased demand on Development Services, Public Works, Police as well as the increased demand on the entire structure of our Local Government. The inclusion of a Strategic Planner appears to be a necessity for our City to address the many opportunities with which Wildwood is presently confronted.

In addition to the duties of a Strategic Planner, this individual should also work through the office of the City Manager as an assistant to same. The objective would insure the desired needs of the City not only during the short and intermediate time frames, but to totally reach the long term plan objective as determined for Wildwood.

The Assistant City Manager, as directed and under the supervision of the City Manager, will assist with several internal operations and services of the City, including but not limited to Planning, Finance, Development Services, Information Technology, as well as certain intergovernmental relations function of the City Manager's Office. This is an exceptional opportunity for a professional at the forefront of their profession and who is committed to the highest level of customer service and community collaboration.

This Planner must be able to think strategically and exercise considerable initiative and independent judgment, must also be a creative thinker, a visionary leader, and a person who understands responsibility and accountability. The position requires strong organizational development skills and experience in developing policies and procedures. This is a highly visible position which demands excellent communication, presentation, negotiation, and management skills.

This position shall dictate having a degree in Planning or a related field from an accredited college or university with preference to having a Master's degree and a minimum of [4] four progressively responsible relevant management experience within a municipal government agency.

Bill Ed Cannon
City Manager

STRATEGIC PLANNING

Strategic planning is an organization's process of defining its strategy, or direction, and making decisions on allocating its resources to pursue this strategy. In order to determine the future direction for the City of Wildwood, it is necessary to understand its current position and the possible avenues through which it can pursue particular courses of action. Generally, strategic planning deals with at least one of three key questions: "What do we do?" "For whom do we do it?" "How do we excel?"

Many organizations view strategic planning as a process for determining where an organization is going over the next year or—more typically—3 to 5 years (long term), although some extend their vision to 20 years. George Friedman in the Next 100 Years summarizes "the fundamental principle of strategic planning: hope for the best, plan for the worst".

The Key Components of 'strategic planning' include an understanding of an entity's vision, mission, values and strategies (a "Vision Statement" and/or a "Mission Statement"). A Vision Statement outlines what the organization wants to be, or how it wants the world to be in which it operates. It is a long-term view and concentrates on the future. It can be emotive and is a source of inspiration.

Mission: Defines the fundamental purpose of an organization or an enterprise, succinctly describing why it exists and what it does to achieve its vision. For example, the City above might have a mission statement as "providing jobs for unemployed or underemployed".

Values: Beliefs that are shared among the stakeholders of an organization. Values drive an organization's culture or needed citation, and priorities to provide a framework for making appropriate decisions. This provides the proper knowledge and skills, which are the keys to success. This also may set the priorities of being self-sufficient.

Strategy: Strategy, narrowly defined, means "the art of the general", a combination of the ends (goals) for which the City is striving to achieve and the means or policies by which it is seeking to get there. A strategy is sometimes called a roadmap which is the path chosen to plow towards the end vision. The most important part of implementing the strategy is ensuring the City is going in the right direction to define or achieve the end vision.

Organizations sometimes summarize goals and objectives into a mission statement and/or a vision statement. Others begin with a vision and mission and use them to formulate goals and objectives. A newly emerging approach is to use a visual strategic plan such as is used within planning approaches based on outcomes theory. When using this approach, the first step is to build a visual outcomes model of the high-level outcomes being sought and all of the steps which it is believed are needed to get to them. The vision and mission are then just the top layers of the visual model.

Many people mistake the vision statement for the mission statement, and sometimes one is simply used as a longer term version of the other. However they are distinct with the vision being a descriptive picture of a desired future state and the mission being a statement of a rationale, applicable now as well

Page 2

as in the future to service the needs of the City. The mission is therefore the means of successfully achieving the vision.

For an organization's vision and mission to be effective, they must become assimilated into the organization's culture. They should also be assessed internally and externally. The internal assessment should focus on how members inside the organization interpret their mission statement. The external assessment, which includes all of the businesses stakeholders, is valuable since it offers a different perspective. These discrepancies between these two assessments can provide insight into their effectiveness.

Among the most widely used tools for strategic planning is SWOT analysis which means Strengths, Weaknesses, Opportunities, and Threats. The main objective of this tool is to analyze internal strategic factors, strengths and weaknesses attributed to the organization, and external factors beyond control of the organization such as opportunities and threats. Other tools include the following:

1. Balanced Scorecards, which creates a systematic framework for strategic planning. Scenario planning, which was originally used in the military and recently used by large corporations to analyze future scenarios.
2. PEST analysis (Political, Economic, Social, and Technological)
3. EPISTEL (Environment, Political, Informatics, Social, Technological, Economic and Legal).
4. ATM Approach (Antecedent Conditions, Target Strategies, Measure Progress and Impact).[3]
Once an understanding of the desired end state is defined, the ATM approach uses Root Cause Analysis (RCA) to understand the threats, barriers, and challenges to achieving the end state. Not all antecedent conditions identified through RCA are within the direct and immediate control of the organization to change. Therefore, a review of organizational resources, both human and financial, are used to prioritize which antecedent conditions will be targeted. Strategies are then developed to target the prioritized antecedent conditions. Linking strategies to antecedent conditions ensures the organization does not engage in activity traps: feel good activities that will not lead to desired changes in the end state. Once a strategy is defined then performance measures and indicators are sought to track progress toward and impact on the desired end state.

It is important to analyze the organization and its environment as it is at the moment and how it may develop in the future when developing strategies. The analysis has to be executed at an internal level as well as an external level to identify all opportunities and threats of the external environment as well as the strengths and weaknesses of the organizations.

There are several factors to assess in the external situation analysis including but not limited to Markets (customers), Competition, Technology, Supplier markets, Labor markets, The economy, and the regulatory environment. It is rare to find all seven of these factors having critical importance. It is also uncommon to find that the first two - markets and competition - are not of critical importance. (Bradford "External Situation - What to Consider")

Page 3

Analysis of the external environment normally focuses on the customer. Management should be visionary in formulating customer strategy, and should do so by thinking about market environment shifts, how these could impact customer sets, and whether those customer sets are the ones the company wishes to serve. Analysis of the competitive environment is also performed. With regard to market planning specifically, researchers have recommended a series of action steps or guidelines in accordance to which market planners should plan.

Goals, objectives and targets for the City:

Strategic planning is a very important business activity. It is also important in the public sector areas such as government and education. It is practiced widely informally and formally. Strategic planning and decision processes should end with objectives and a roadmap of ways to achieve them. The goal of strategic planning mechanisms like formal planning is to increase specificity in business operation, especially when long-term and high-stake activities are involved.

One of the core goals when drafting a strategic plan is to develop it in a way that is easily translatable into action plans. Most strategic plans address high level initiatives and overarching goals, but don't get articulated (translated) into day-to-day projects and tasks that will be required to achieve the plan. Terminology or word choice, as well as the level at which a plan is written, are both examples of easy ways to fail at translating your strategic plan in a way that makes sense and is executable to others. Often, plans are filled with conceptual terms which don't tie into day-to-day realities for the staff expected to carry out the plan.

The following terms have been used in strategic planning: desired end states, plans, policies, goals, objectives, strategies, tactics and actions. Definitions vary, overlap and fail to achieve clarity. The most common of these concepts are specific, time bound statements of intended future results and general and continuing statements of intended future results, which most models refer to as either goals or objectives (sometimes interchangeably).

One model of organizing objectives uses hierarchies. The items listed above may be organized in a hierarchy of means and ends and numbered as follows: Top Rank Objective (TRO), Second Rank Objective, Third Rank Objective, etc. From any rank, the objective in a lower rank answers to the question "How?" and the objective in a higher rank answers to the question "Why?" The exception is the Top Rank Objective (TRO): there is no answer to the "Why?" question. That is how the TRO is defined.

People typically have several goals at the same time. "Goal congruency" refers to how well the goals combine with each other. Does goal A appear compatible with goal B? Do they fit together to form a unified strategy? "Goal hierarchy" consists of the nesting of one or more goals within other goal(s).

One approach recommends having short-term goals, medium-term goals, and long-term goals. In this model, one can expect to attain short-term goals fairly easily: they stand just slightly above one's

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reach. At the other extreme, long-term goals appear very difficult, almost impossible to attain. Strategic management jargon sometimes refers to "Big Hairy Audacious Goals" (BHAGs) in this context. Using one goal as a stepping-stone to the next involves goal sequencing. A person or group starts by attaining the easy short-term goals, then steps up to the medium-term, then to the long-term goals. Goal sequencing can create a "goal stairway". In an organizational setting, the organization may co-ordinate goals so that they do not conflict with each other. The goals of one part of the organization should mesh compatibly with those of other parts of the organization.

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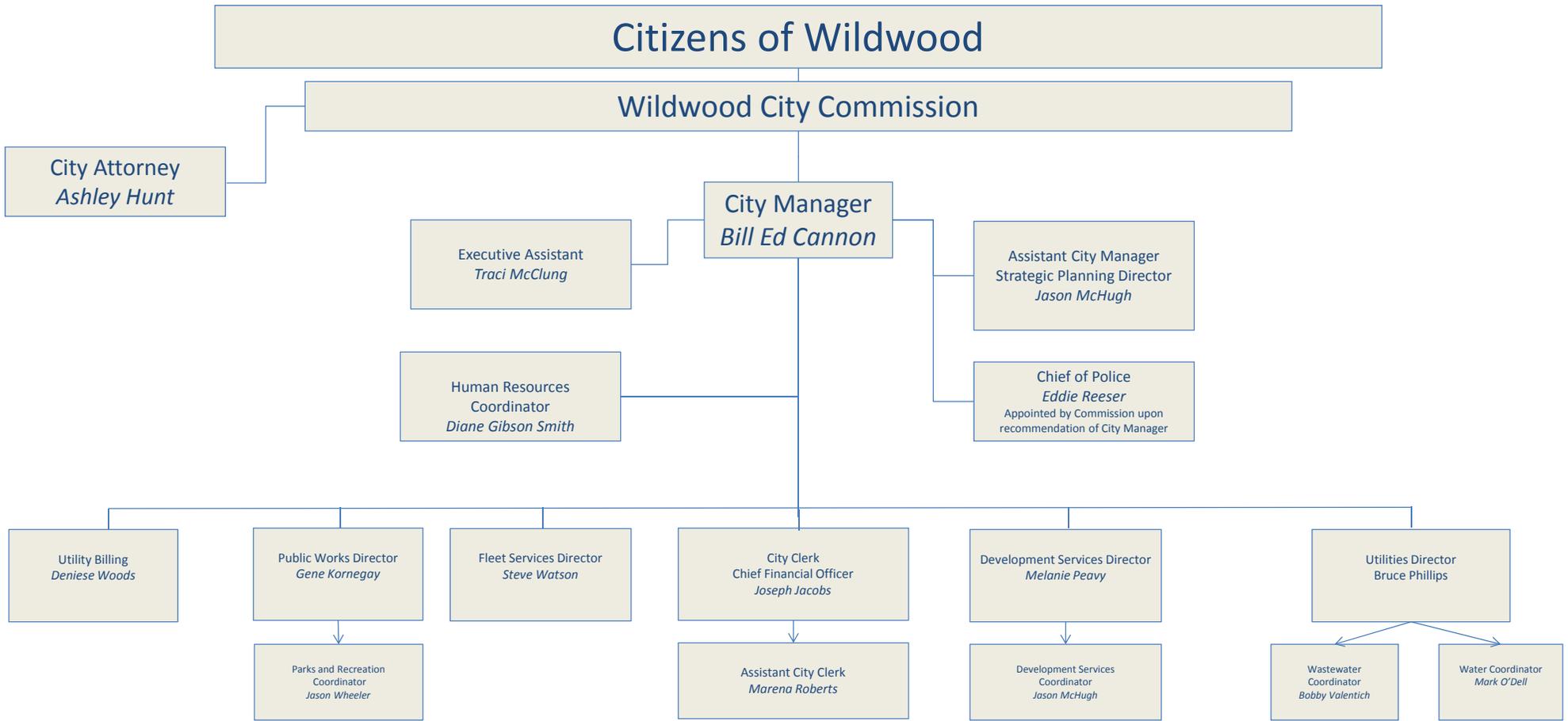
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Proposed Organizational Chart

Task	Development Services	ACM/ Strategic Planning
Process, review, make recommendations on development applications	X	
Oversees the Comp Plan, LDRs, Design Standards	X	
Issue permits	X	
Comments on development applications		X
Reviews and comments on Developer's Agreements	X	X
Makes recommendation to Commission on Developer's Agreement	X	
Conducts planning studies and analyses	X	X
Acquires easements and right-of-way	X	
Conducts planning studies and analyses	X	X
Assists in the creation of DSD Strategic Plan	X	X
Assists in the creation of other departments Strategic Plan		X
Prepares 5 Year Schedule of Capital Improvements		X
Coordinates property acquisitions, sales and swaps		X
Point of contact on CDBG Grants and CRA projects	X	
Assists with contracts and budget preparation		X
Assists City Manager on other duties outside of the DSD		X