



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 27, 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: December 9, 2013. Staff Recommends Approval. (Attachment)
- b. Bills: Staff Recommends Approval (Attachment)
- c. SP 1310-02. Antrim Dells – FINAL PLAT. Final Plat approval for a 182 unit residential subdivision with related improvements within The Villages of Wildwood at Brownwood. (Staff Recommends Approval).

3. PRESENTATIONS AND/OR PROCLAMATIONS – None

4. PUBLIC HEARINGS – Timed -

Quasi-judicial Items

- a. **Second final reading: 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. **Second final reading: 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. **Second final reading: 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. **Second final reading: 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. **Second final reading: 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. **Second final reading: 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. **Second final reading: 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)

5. PUBLIC FORUM – 10 minute time limit

6. ORDINANCES FIRST READING ONLY (NO VOTE)

7. RESOLUTIONS FOR APPROVAL

8. FINANCIAL & CONTRACTS & AGREEMENTS

- a. TABLED JANUARY 13: Odyssey Manufacturing Co. Change Order No. 1. Coleman WTP Repair. (Attachments: Staff Recommends Approval)
- b. Request approval of IPO No. 27 in the amount of \$16,600.00 for the design and permitting of an 8” water main extension to serve the Turkey Run development.
- c. Request approval of KHA IPO #28 in the amount of \$20,900.00 for the design and permitting of utility main relocates at the new CR 468 and Florida Turnpike interchange.
- d. Request approval to purchase cross-connection control and backflow prevention maintenance software from Tokay Software in the amount of \$6,630.00.
- e. Request approval to purchase two (2) flush valves from Xylem Water Solutions USA, Inc. in the amount of \$5,856.00.

9. GENERAL ITEMS FOR CONSIDERATION/DISCUSSION and OTHER BUSINESS

- a. Citizen’s concern - Police Station condition. Letter attached.
- b. Request for Commission to approve a proclamation to honor Mr. James “Jim” Anderson on February 7, 2014. Request attached. (Board Option)

10. APPOINTMENTS

- a.

11. CITY MANAGER REPORTS

- a.

12. CITY ATTORNEY REPORTS

13. CITY CLERK REPORTS

14. OTHER DEPARTMENT REPORTS

15. COMMISSION MEMBERS REPORTS

16. ADJOURNMENT

Important Dates

- a. February 10, 2014 7:00 p.m., Regular Commission Meeting.
- b. February 24, 2014 7:00 p.m., Regular Commission Meeting

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA
REGULAR MEETING
DECEMBER 9, 2013 – 7:00 P.M.
CITY HALL COMMISSION CHAMBER

The City Commission of the City of Wildwood, Florida met in Regular session December 9, 2013 at 7:00 p.m.

Present were: Mayor Wolf, Commissioners Bivins, Clark, Strickland. Also present were: City Manager Cannon, City Clerk Jacobs, Assistant City Clerk Roberts, Police Chief Reeser, City Attorney Hunt.

1. 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. Bills for Approval (Attachment – Staff Recommends Approval)

b. SP 1310-01. Compass Storage - Site Plan. Site Plan approval for a 99,832 sq. ft. Self-Storage Facility with related improvements. Based on favorable recommendation from the Special Magistrate (Staff Recommends Approval).

c. Request for a 12 month extension to the approved site plan for SP 1210-02 Alliance Coach (Staff Recommends Approval).

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

3. PRESENTATIONS AND/OR PROCLAMATIONS – None

4. PUBLIC HEARINGS – Timed – None

5. PUBLIC FORUM – 10 minute time limit

a. Stephen Stone, Wildwood Country Resort – Read a letter the community president, Beverly Epstein sent Mayor Wolf requesting the cost for pipes in the community to be replaced be included in the budget. The roads need to be resurfaced but that would not be cost effective to resurface the roads until the pipes are replaced.

Mr. Stone noted the brown water problem that has been on-going for at least five years. When the water department flushes the lines on Monday morning it seems to stir up the settlement in the pipes.

Mayor Wolf noted the Commission would not go into budget sessions until next July.

UD Phillips noted there is an iron issue at the 501 plant. They use polyphosphate in the water to settle out the iron. They are working with the supplier to change the dosage to stabilize, and then flush the entire City in one night. Working on the problem.

6. ORDINANCES FIRST READING ONLY (NO VOTE) – None

7. RESOLUTIONS FOR APPROVAL

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- a. R2013-33. *A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILDWOOD, FLORIDA ESTABLISHING A CITIZENS ADVISORY TASK FORCE FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ISSUES; APPOINTING MEMBERS TO IT; PROVIDING FOR INDEFINITE TERMS; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH AND RECITING AN EFFECTIVE DATE.* A Resolution appointing the Citizens Advisory Task Force (CATF) for 2014. A CATF is needed so that the City may apply for CDBG grants.

R2013-33 introduced and read by title only.

Motion by Commissioner Clark, second by Commissioner Bivins to adopt R2013-33: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILDWOOD, FLORIDA ESTABLISHING A CITIZENS ADVISORY TASK FORCE FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ISSUES; APPOINTING MEMBERS TO IT; PROVIDING FOR INDEFINITE TERMS; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH AND RECITING AN EFFECTIVE DATE. Motion carried by unanimous vote.

- b. R2013-34. *A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILDWOOD, FLORIDA APPROVING THE ISSUANCE BY THE CAPITAL TRUST AGENCY OF ITS REVENUE BONDS, FOR THE PURPOSE OF FINANCING A SENIOR LIVING FACILITY TO BE LOCATED IN THE CITY OF WILDWOOD AND FOR PURPOSES OF SECTION 147(F) OF THE INTERNAL REVENUE CODE; PROVIDING FOR OTHER RELATED MATTERS.* A Resolution allowing a private company, Capital Trust Agency, to finance a private project in Wildwood through the issuance of revenues bonds.

R2013-34 was introduced and read by title only.

Mayor Wolf noted he was not aware of this until the Resolution was placed on the agenda. DSC McHugh presented a modified Resolution for adoption, based on input from Mr. Jim Gollahan and Mr. Williams, City Bond Counsel. Jim Gollahan indicated this process is standard. The Bonds are not being issued by the City. They are issued by the Developer. DSC McHugh noted the development will have to go through all the City's process. Commissioner Strickland noted the Villages have had problems with the CDD's bond issues and would like to know the difference with those and the bond issue for this project. Mr. Gollahan indicated he is not that familiar with the Villages problems, but it could have been to do with bonds issued for recreational purpose.

Motion by Commissioner Clark, second by Commissioner Bivins to adopt R2013-34 as amended: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILDWOOD, FLORIDA APPROVING THE ISSUANCE BY THE CAPITAL TRUST AGENCY OF ITS REVENUE BONDS, FOR THE PURPOSE OF FINANCING A SENIOR LIVING FACILITY TO BE LOCATED IN THE CITY OF WILDWOOD AND FOR PURPOSES OF SECTION 147(F) OF THE INTERNAL REVENUE CODE; PROVIDING FOR OTHER RELATED MATTERS. Motion carried by unanimous vote.

8. FINANCIAL & CONTRACTS & AGREEMENTS

- a. Kimley Horn IPO #26 for 30% Design Plans totaling \$21,800 for the 3 stormwater projects for which the City is seeking funding from the CDBG program. (Staff

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Recommends Approval)

Mayor Wolf noted that normally with CDBG the City doesn't pay anything until the grant is awarded. DSC McHugh noted Andy Easton is involved with this and the design work is paid by the City.

Motion by Commissioner Clark, second by Commissioner Bivins to approve IPO #26 for 30% Design Plans totaling \$21,800 for the 3 stormwater projects for which the City is seeking funding from the CDBG program. Motion carried by unanimous vote.

- b. Donation Agreement with Wells Fargo. Wells Fargo has offered to donate Parcel F12A002 (2983 CR 238) to the City (Staff Recommends Execution of the Agreement).

DSC McHugh noted the environmental issues are not known. Have looked at the lot with PWD Kornegay. Noted if the City accepts the donation, the lot could be a good potential property swap with the church behind us for widening of 213.

Motion by Commissioner Bivins, second by Commissioner Strickland to accept the donation from Wells Fargo of Parcel F12A002 (2983 CR 238). Motion carried by unanimous vote.

9. GENERAL ITEMS FOR CONSIDERATION/DISCUSSION and OTHER BUSINESS

- a. SP 1307-02. Oxford Oaks – PLAT Improvement Plan. Improvement Plan approval for Phase 1 for the first 247 units of a 542 unit residential subdivision with related improvements. Based on favorable recommendation from the Special Magistrate (Staff Recommends Approval).

Motion by Commissioner Bivins, second by Commissioner Strickland to approve SP 1307-02. Oxford Oaks – PLAT Improvement Plan. Improvement Plan approval for Phase 1 for the first 247 units of a 542 unit residential subdivision with related improvements. Based on favorable recommendation from the Special Magistrate. Motion carried by unanimous vote.

10. APPOINTMENTS

11. CITY MANAGER REPORTS

- a. Status and discussion of Well on Ashley Property. CM Cannon noted the City Staff dug pot holes and have received a report from Kimley-Horn.

UD Phillips provided a handout of information which included pictures, memo from Lewis Bryant, KHA, and report on soils. He noted the holes have been covered. Noted there are three options at this point: 1) authorize amendment one to IPO 24 to do a phase II audit and find it suitable for a test well. Cost estimate is \$99,225. 2) authorize amendment one to IPO 24 to do a phase II audit and find not suitable for a potable well. Cost estimate is \$44,225. 3) authorize a portion of amendment one to IPO 24 for a boundary survey and prepare specification for production well and drill potable production well. Cost estimate \$57,000.

Noted finding only trash on the property, nothing that would contaminate. There should

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be no problems with SWFWMD.

Motion by Commissioner Clark, second by Commissioner Bivins to approve option 3 as presented. Motion carried by unanimous vote.

- b. CM Cannon has been speaking the City Attorney about property the City would like to sell and there are at least two persons who have shown an interest. Would like direction from Commission regarding a policy for disposal of real property. Would not like to dispose of property and someone question the way it was disposed of. CA Hunt noted there are possibly three options: 1) Have a contract with a local broker, 2) sealed bid, 3) auction and there is a fourth take the approach taken here. Commissioner Strickland noted there is a difference of the City wanting to get rid of property or a person approach the City about property.

Mayor Wolf asked about the Master Street Well site and what are the plans for that property. UD Phillips the building needs to come down and the well properly capped. DAB had some interest in utilizing it for storage, but have since stated it was not needed.

12. CITY ATTORNEY REPORTS

13. CITY CLERK REPORTS

14. OTHER DEPARTMENT REPORTS

PC Reeser – noted they did not apply for a grant for \$1000. The info came at the last minute.

15. COMMISSION MEMBERS REPORTS

- a. Mayor Wolf – Load Limit signs removed on County 209 before heavy equipment transported to new development - Oxford Oaks. PWD Kornegay reported that according to the County the road was being reworked and signs were taken down. Per the County the road can carry the heavy equipment needed for the development. The Commission would have to give a reason for weight restricting the road. Commissioner Strickland asked if the City Engineers have confirmed that. PWD Kornegay will contact the County again.

- b. Commissioner Strickland – noted many of the Christmas lights are out. PWD Kornegay noted that six are out and have been reported to Duke Energy.

Commission noted that lights on the grounds could dress up City Hall grounds. PWD Kornegay suggested the City use commercial grade lights and not residential.

16. ADJOURNMENT

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

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

S E A L

ATTEST: _____
Joseph Jacobs, City Clerk

Ed Wolf, Mayor

**BILLS FOR APPROVAL
City of Wildwood, Florida
January 27, 2014**

CITY COMMISSION-LEGISLATIVE DEPARTMENT

1	Payroll	January 12, Pay Period - 5 Employees	\$	3,724.94
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CITY MANAGER-EXECUTIVE DEPARTMENT

2	Payroll	January 12, Pay Period - 2 Employees	\$	6,183.36
3	Bright House	Internet Service	\$	124.67
4	Office Max	Office Supplies	\$	3.65

CITY CLERK-FINANCIAL & ADMINISTRATIVE DEPARTMENT

5	Payroll	January 12, Pay Period - 4 Employees	\$	10,999.95
6	Bright House	Internet Service	\$	249.28
7	Capital Office Products	Office Supplies	\$	30.99
8	Dart Electronics, Inc	Fire Alarm Monitoring	\$	37.43
9	Duke Energy	Electric Service	\$	49.16
10	Florida Municipal Insurance Trust	General Liability	\$	562.21
11	Joseph Jacobs	Personal Vehicle Use	\$	9.04
12	Maggio Enterprises, Inc	Paper Products	\$	107.78
13	Office Depot	Office Supplies	\$	25.43
14	Office Max	Office Supplies	\$	36.56
15	US Legal Support	Refund Conf Room Rental	\$	20.00

DEVELOPMENT SERVICES

16	Payroll	January 12, Pay Period - 4.5 Employees	\$	7,909.99
17	Bright House	Internet Service	\$	249.28
18	Capital Office Products	Office Supplies	\$	33.96
19	Office Max	Office Supplies	\$	211.21

HUMAN RESOURCES

20	Payroll	January 12, Pay Period - 1 Employees	\$	927.83
21	Bright House	Internet Service	\$	62.32
22	U.S. HealthWorks	PE Basic, DS-Urine 10 Panel - New Hire	\$	75.00

POLICE DEPARTMENT

23	Payroll	January 12, Pay Period - 32 Employees	\$	86,036.82
24	American Aluminum Acc, Inc	Kennel Runs	\$	3,779.00
25	Barron Psychological Services	Psychological Screening Evaluation	\$	250.00
26	Bartow Ford Company	6 -New Explorer Vehicles	\$	202,678.00
27	Bill Bryan Chrysler Jeep Dodge	Battery	\$	1.50
28	CDW-G	7 New GPS Contract	\$	1,099.00
29	Century Link	Telephone Service	\$	568.00
30	City Electric Supply Company	Bulbs	\$	110.70
31	Communications International	Repair Laser Unit	\$	65.00
32	Department of Management Services	Telephone Service	\$	56.54
33	Dana Safety Supply, Inc	Charger Sleeve, Shotgun, Specops, Mega Packs, Etc	\$	6,212.27
34	DGG Taser	Taser XDPM, Taser 25', Blade Tech Holster, Etc	\$	1,624.70
35	DGS Sands Corp.	Durabook S15C	\$	7,103.10
36	Duke Energy	Electric Service	\$	1,184.93
37	Galaxy Home Services	Electric Door Latch, Closers, Keypads	\$	1,804.00
38	April Heuss	Boot Allowance	\$	75.00
39	Innovative Ideas	United States, United States Reverse	\$	105.60

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POLICE DEPARTMENT (cont'd)

40	Merritt Department Store	Shirts	\$	115.54
41	Nordic Sports	2 Clips	\$	63.00
42	Randy Mask Tax Collector	Vehicle Registrations	\$	792.60
43	Edward Reeser	Boot Allowance	\$	75.00
44	Shell	Gasoline	\$	23.53
45	Southern Custom Creations	Patch Decals	\$	238.00
46	Tri-Co Communications	Gateway Interfaced, Field Labor	\$	403.25
47	U.S. HealthWorks	PE Basic, DS-Urine 10 Panel - New Hire	\$	75.00
48	Verizon	Bluetree	\$	1,078.11

STREET DEPARTMENT

49	Payroll	January 12, Pay Period - 9 Employees	\$	17,337.89
50	Besco Electric Supply Company	Bulbs	\$	79.10
51	Duke Energy	Electric Service	\$	4,530.35
52	KWI	Boom for Christmas Lights	\$	441.00
53	Maggio Enterprises, Inc	Paper Products	\$	24.99
54	Municipal Supply & Sign Co	Speed Limit and School Signs	\$	179.00
55	Salescorp of Florida	Dust Mask, Gatorade, Gloves, Safety Glasses	\$	230.00
56	Southern Environmental Sciences	Visible Emissions Evaluation	\$	603.70
57	Sumter Electric	Electric Service	\$	181.12

FLEET SERVICES

58	Payroll	January 12, Pay Period - 2 Employees	\$	5,294.16
59	Big Truck Parts Inc	Filters	\$	112.97
60	Duke Energy	Electric Service	\$	102.39
61	Heritage-Crystal Clean, LLC	Com-20 Gal	\$	209.33
62	Key Scales Ford	Engine Module	\$	552.00
63	Maggio Enterprises, Inc	Paper Products	\$	24.99

COMMUNITY RE-DEVELOPMENT

64	Payroll	January 12, Pay Period - .5 Employees	\$	1,638.78
65	Bright House	Internet Service	\$	62.32

PARKS AND RECREATION

66	Payroll	January 12, Pay Period - 5 Employees	\$	7,235.11
67	Bright House	Internet Service	\$	62.32
68	Duke Energy	Electric Service	\$	504.89
69	Key Scales Ford	Switch Assy	\$	16.80
70	Maggio Enterprises, Inc	Paper and Cleaning Products	\$	444.39
71	Massey Services	Monthly Pest Control	\$	40.00
72	Office Depot	Office Supplies	\$	12.44
73	Nature Calls Inc	Port O Let Rental	\$	250.00
74	Sumter Electric	Electric Service	\$	274.62
75	Resource One	Cleaning Supplies	\$	191.62

COMMUNITY CENTER & OXFORD COMMUNITY CENTER

76	Omar Hernandez	Deposit Refund - Wildwood Community Center	\$	675.00
77	Maggio Enterprises, Inc	Paper and Cleaning Products	\$	444.39
78	Gelisa Mapp	Deposit Refund - Wildwood Community Center	\$	67.50
79	Sumter Electric	Electric Service	\$	1,386.89

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PHYSICAL ENVIRONMENT ADMINISTRATIVE DEPARTMENT

80	Payroll	January 12, Pay Period - 3 Employees	\$	5,483.97
81	Bright House	Internet Service	\$	186.96
82	Dart Electronics, Inc	Fire Alarm Monitoring	\$	37.42
81	Florida Municipal Insurance Trust	General Liability	\$	562.22
83	Maggio Enterprises, Inc	Paper Products	\$	107.78
84	Office Depot	Office Supplies	\$	25.63
82	Office Max	Office Supplies	\$	6.99
85	Patti Penley	Personal Vehicle Use	\$	14.13
86	Postmaster	Postage Utility Billing	\$	1,126.03

UTILITY DEPARTMENT

87	Payroll	January 12, Pay Period - 23 Employees	\$	47,610.95
88	Acton	Rent of Modular Unit	\$	600.27
89	Bartow Ford Company	New Explorer	\$	24,932.00
90	Brenntag	Liquid Chlorine	\$	881.49
91	Bright House	Internet Service	\$	683.01
92	Century Link	Telephone Service	\$	70.98
93	Data Flow Systems, Inc	Pump Repair	\$	241.50
94	Duke Energy	Electric Service	\$	2,818.51
95	Leesburg Rent-All	Riding Roller w/Trailer	\$	62.00
96	Luzadder Inc	Backup Electrical Pump Control Parts	\$	445.00
97	Massey Services	Monthly Pest Control	\$	50.00
98	Odyssey Manufacturing	Hypochlorite Solutions	\$	2,588.77
99	Office Depot	Office Supplies	\$	439.87
100	Office Max	Office Supplies	\$	51.60
101	Plant Technicians	Environmental Testing	\$	465.00
102	Randy Mask Tax Collector	Vehicle Registration	\$	88.10
103	Southern Pro Fence	Installing 4 Ballard Post with Concrete	\$	1,072.00
104	Staples	Office Supplies	\$	42.79
105	Sunstate Meter & Supply, Inc	Fire Hydrants, Split Glands, Gradelok	\$	4,870.51
106	Sumter Electric	Electric Service	\$	2,815.48
107	The Dumont Company, Inc	Clear Flow	\$	1,853.75
108	USA Bluebook	Powder Pillows, Stenner Pump Tubes	\$	770.92
109	VWR	Reagent Acid, Iodine Reagent, Standardizing Solution	\$	331.48

MISCELLANEOUS

110	Wildwood Historical Association	Transfer Balance of Funds Due in Account	\$	1,177.50
111	Wildwood Historical Association	Error Correction Deposit to General 12/19/13	\$	7,069.75
112	Wildwood Historical Association	Over Funding Returned to General	\$	4,614.93

ATTORNEYS/CONSULTANTS/SURVEYORS

113	Potter Clement Bergholtz Alexander	Special Magistrate	\$	682.50
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TOTAL **\$ 505,344.08**

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

SEAL

ATTEST: _____
Joseph Jacobs, City Clerk

Ed Wolf, Mayor

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: SP 1310-02 Antrim Dells – Final Plat

REQUESTED ACTION: Final Plat approval (SP 1310-02)

Work Session (Report Only) **DATE OF MEETING:** 1/27/2014
 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 Final Plat approval from the City Commission for the Antrim Dells Final Plat to subdivide parcel G16=007 into 182 single family lots. This area is located within the Villages of Wildwood Development of Regional Impact (VOW DRI) nearby the area being developed as the Brownwood Town Square. **Staff recommends approval of the Final Plat for Antrim Dells (case SP 1310-02).**

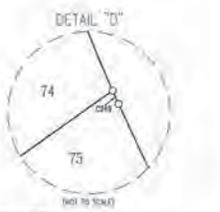
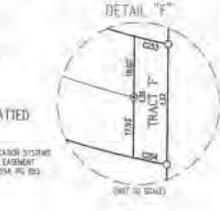
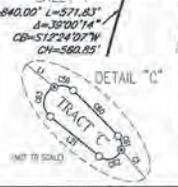
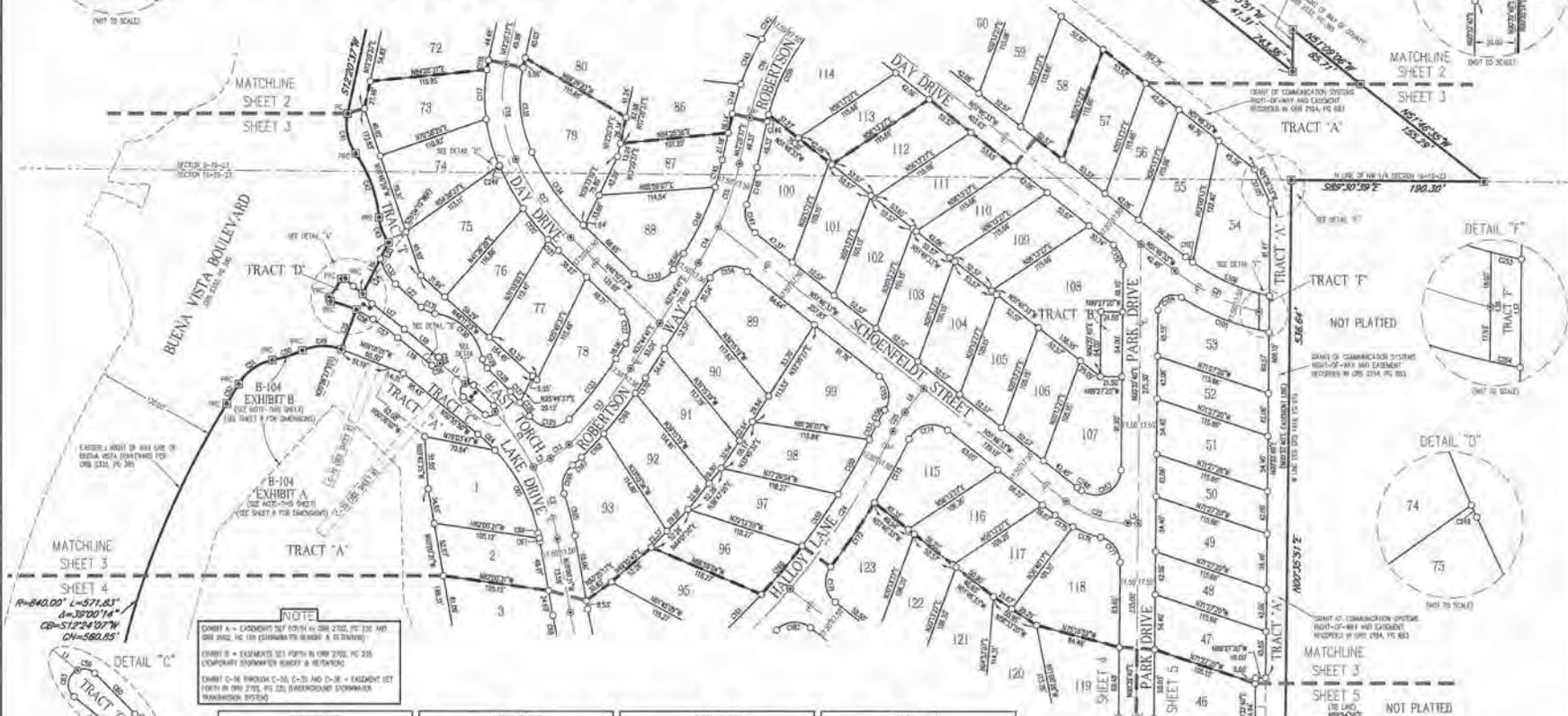
Case SP 1310-02 was considered by the Project Review Committee on Tuesday, November 17, 2013, as required under subsection 5.3(c)(4) of the Memorandum of Agreement (MOA) with The Villages Lake-Sumter, Inc. The Project Review Committee gave a favorable recommendation of the Final Plat to the City Commission, subject to a resubmittal of the revised final plat in Mylar with the necessary documents for recording. The final Mylar version was received from the applicant on January 15, 2014.



Melanie D. Peavy
Development Services Director

VILLAGES OF WILDWOOD ANTRIM DELLS

BEING A PORTION OF SECTIONS 9 AND 16, TOWNSHIP 19 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD - SUMTER COUNTY, FLORIDA.



NOTE
 CURVE A - EXISTING SET POINT IN CURVE 2752, PC 230 AND SB 2302, PC 10 (STATION 10+79.80) & 10+79.80
 CURVE B - EXISTING SET POINT IN CURVE 2752, PC 230 EXISTING STATIONING SUBJECT TO REVISION
 CURVE C - IN THROUGH C-30, C-25 AND C-28 - EXISTING SET POINT IN CURVE 2752, PC 230 EXISTING STATIONING SUBJECT TO REVISION

CURVE	LENGTH	RADIUS	DELTA	CHORD BEG.	CHORD END
C1	88.48	230.07	137.43	83.44737W	88.25
C2	76.02	230.07	177.57	81.70787W	74.74
C3	22.83	76.02	177.57	84.70177E	22.84
C4	88.48	442.00	172.50	83.70747E	86.71
C5	41.28	330.05	75.07	83.74147E	41.82
C6	165.02	230.07	123.51	81.73177E	43.85
C7	88.48	230.07	230.07	83.74147E	104.17
C8	88.48	230.07	230.07	83.74147E	88.48
C9	22.83	76.02	230.07	84.70177E	22.84
C10	88.48	442.00	172.50	83.70747E	86.71
C11	88.48	442.00	172.50	83.70747E	86.71
C12	88.48	442.00	172.50	83.70747E	86.71
C13	88.48	442.00	172.50	83.70747E	86.71
C14	88.48	442.00	172.50	83.70747E	86.71
C15	88.48	442.00	172.50	83.70747E	86.71
C16	88.48	442.00	172.50	83.70747E	86.71
C17	88.48	442.00	172.50	83.70747E	86.71
C18	88.48	442.00	172.50	83.70747E	86.71
C19	88.48	442.00	172.50	83.70747E	86.71
C20	88.48	442.00	172.50	83.70747E	86.71
C21	88.48	442.00	172.50	83.70747E	86.71
C22	88.48	442.00	172.50	83.70747E	86.71
C23	88.48	442.00	172.50	83.70747E	86.71
C24	88.48	442.00	172.50	83.70747E	86.71
C25	88.48	442.00	172.50	83.70747E	86.71
C26	88.48	442.00	172.50	83.70747E	86.71
C27	88.48	442.00	172.50	83.70747E	86.71
C28	88.48	442.00	172.50	83.70747E	86.71
C29	88.48	442.00	172.50	83.70747E	86.71
C30	88.48	442.00	172.50	83.70747E	86.71
C31	88.48	442.00	172.50	83.70747E	86.71
C32	88.48	442.00	172.50	83.70747E	86.71
C33	88.48	442.00	172.50	83.70747E	86.71

CURVE	LENGTH	RADIUS	DELTA	CHORD BEG.	CHORD END
C34	23.41	161.71	83.71	84.73747E	23.29
C35	6.81	6.25	129.12	81.43147E	6.17
C36	6.12	107.95	45.47	81.72847E	6.37
C37	33.72	306.63	214.55	83.74147E	33.89
C38	18.84	785.34	78.54	84.73747E	18.83
C39	6.04	7.88	87.71	81.73747E	5.84
C40	38.47	370.57	114.47	81.73747E	38.47
C41	6.53	6.17	87.27	81.73747E	6.33
C42	13.05	6.17	114.47	81.73747E	13.22
C43	76.71	1.68	117.13	81.73747E	73.17
C44	23.28	172.29	74.92	84.73747E	23.28
C45	33.32	172.29	39.99	81.74747E	33.15
C46	5.11	222.51	117.57	81.73747E	5.37
C47	3.88	222.51	117.57	81.73747E	3.88
C48	28.88	260.05	103.57	81.73747E	28.83
C49	33.02	13.02	127.25	81.74747E	26.33
C50	81.72	238.00	229.78	81.73747E	81.51
C51	83.42	238.00	225.57	81.74747E	82.88
C52	8.87	200.00	27.92	81.73747E	8.87
C53	48.88	197.28	163.74	81.74747E	48.52
C54	13.74	197.28	163.74	81.74747E	13.57
C55	47.48	202.58	109.58	81.73747E	47.27
C56	28.28	202.58	67.45	81.74747E	28.25
C57	13.07	202.58	163.74	81.73747E	13.07
C58	37.05	202.58	163.74	81.73747E	37.05
C59	13.07	202.58	163.74	81.73747E	13.07
C60	13.07	202.58	163.74	81.73747E	13.07

CURVE	LENGTH	RADIUS	DELTA	CHORD BEG.	CHORD END
C61	76.48	420.00	109.72	81.74747E	75.32
C62	66.24	21.42	113.14	81.74747E	28.19
C63	66.24	160.25	45.47	81.74747E	16.39
C64	14.50	160.25	42.43	81.74747E	14.33
C65	25.55	578.87	37.87	81.74747E	25.54
C66	6.88	63.85	38.83	81.74747E	6.82
C67	36.00	34.05	173.97	81.74747E	34.57
C68	15.37	25.00	303.41	81.74747E	15.12
C69	24.45	50.00	374.52	81.74747E	24.23
C70	8.17	25.00	107.87	81.74747E	8.02
C71	88.47	222.60	214.60	81.74747E	87.83
C72	84.81	138.29	362.42	81.74747E	83.46
C73	31.08	290.00	73.74	81.74747E	31.07
C74	68.28	290.00	117.29	81.74747E	68.07
C75	35.55	290.00	97.88	81.74747E	35.31
C76	27.87	290.00	79.91	81.74747E	27.68
C77	24.45	290.00	73.74	81.74747E	24.23
C78	20.88	117.50	103.58	81.74747E	20.59
C79	28.48	117.50	142.52	81.74747E	28.19
C80	33.58	35.00	147.54	81.74747E	31.10
C81	37.27	35.00	147.54	81.74747E	33.65
C82	31.12	62.50	233.77	81.74747E	31.12
C83	1.28	161.28	129.28	81.74747E	1.28
C84	1.28	161.28	129.28	81.74747E	1.28
C85	1.28	161.28	129.28	81.74747E	1.28
C86	1.28	161.28	129.28	81.74747E	1.28

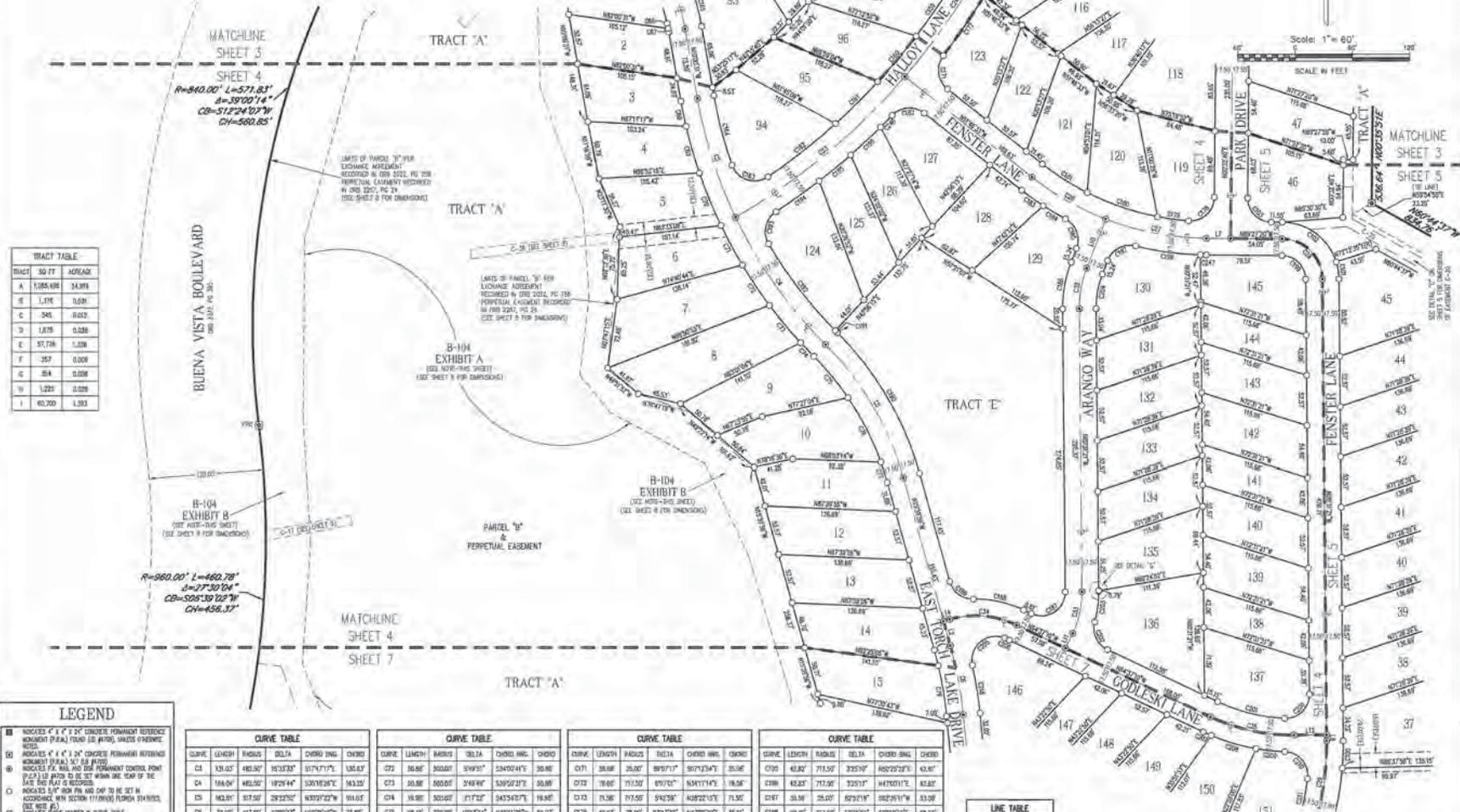
CURVE	LENGTH	RADIUS	DELTA	CHORD BEG.	CHORD END
C87	17.34	882.50	127.27	81.74747E	17.34
C88	82.37	882.50	233.32	81.74747E	82.38
C89	82.37	882.50	233.32	81.74747E	82.38
C90	82.37	882.50	233.32	81.74747E	82.38
C91	82.37	882.50	233.32	81.74747E	82.38
C92	82.37	882.50	233.32	81.74747E	82.38
C93	82.37	882.50	233.32	81.74747E	82.38
C94	82.37	882.50	233.32	81.74747E	82.38
C95	82.37	882.50	233.32	81.74747E	82.38
C96	82.37	882.50	233.32	81.74747E	82.38
C97	82.37	882.50	233.32	81.74747E	82.38
C98	82.37	882.50	233.32	81.74747E	82.38
C99	82.37	882.50	233.32	81.74747E	82.38
C100	82.37	882.50	233.32	81.74747E	82.38
C101	82.37	882.50	233.32	81.74747E	82.38
C102	82.37	882.50	233.32	81.74747E	82.38
C103	82.37	882.50	233.32	81.74747E	82.38
C104	82.37	882.50	233.32	81.74747E	82.38
C105	82.37	882.50	233.32	81.74747E	82.38
C106	82.37	882.50	233.32	81.74747E	82.38
C107	82.37	882.50	233.32	81.74747E	82.38
C108	82.37	882.50	233.32	81.74747E	82.38
C109	82.37	882.50	233.32	81.74747E	82.38
C110	82.37	882.50	233.32	81.74747E	82.38
C111	82.37	882.50	233.32	81.74747E	82.38
C112	82.37	882.50	233.32	81.74747E	82.38
C113	82.37	882.50	233.32	81.74747E	82.38
C114	82.37	882.50	233.32	81.74747E	82.38
C115	82.37	882.50	233.32	81.74747E	82.38
C116	82.37	882.50	233.32	81.74747E	82.38
C117	82.37	882.50	233.32	81.74747E	82.38
C118	82.37	882.50	233.32	81.74747E	82.38
C119	82.37	882.50	233.32	81.74747E	82.38
C120	82.37	882.50	233.32	81.74747E	82.38
C121	82.37	882.50	233.32	81.74747E	82.38
C122	82.37	882.50	233.32	81.74747E	82.38
C123	82.37	882.50	233.32	81.74747E	82.38

LEGEND

- 1. INDICATES 1" x 1" x 1" CONCRETE MONUMENT BEARING MONUMENT (MAM) FOUND (US 1000) UNLESS OTHERWISE NOTED
- 2. INDICATES 1" x 1" x 1" CONCRETE MONUMENT BEARING MONUMENT (MAM) SET (US 1000)
- 3. INDICATES 1" x 1" x 1" CONCRETE MONUMENT BEARING MONUMENT (MAM) SET WITH MONUMENT CONTROL POINT (MCP) TO BE SET TO BE WITHIN ONE FEET OF THE MAM THE PLAN IS ACCURATE
- 4. INDICATES 1/2" x 1/2" x 1/2" CONCRETE MONUMENT BEARING MONUMENT (MAM) SET TO BE SET TO BE WITHIN ONE FEET OF THE MAM THE PLAN IS ACCURATE
- 5. INDICATES 1/2" x 1/2" x 1/2" CONCRETE MONUMENT BEARING MONUMENT (MAM) SET TO BE SET TO BE WITHIN ONE FEET OF THE MAM THE PLAN IS ACCURATE
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- 43. INDICATES 1/2" x 1/2" x 1/2" CONCRETE MONUMENT BEARING MONUMENT (MAM) SET TO BE SET TO BE WITHIN ONE FEET OF THE MAM THE PLAN IS ACCURATE
- 44. INDICATES 1/2" x 1/2" x 1/2" CONCRETE MONUMENT BEARING MONUMENT (MAM) SET TO BE SET TO BE WITHIN ONE FEET OF THE MAM THE PLAN IS ACCURATE</

VILLAGES OF WILDWOOD ANTRIM DELLS

BEING A PORTION OF SECTIONS 9 AND 16, TOWNSHIP 19 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD - SUMTER COUNTY, FLORIDA.



TRACT	SQ. FT.	ACRES
A	1,026,408	23.619
E	1,176	0.027
C	541	0.012
D	1,878	0.043
F	57,708	1.328
G	357	0.008
H	854	0.019
I	1,223	0.028
J	40,700	0.933

- LEGEND**
- 1. INDICATES 4" x 4" x 24" CONCRETE PERMANENT REFERENCE MONUMENT (PERM) FOUND (OR NOT), UNLESS OTHERWISE NOTED.
 - 2. INDICATES 4" x 1" x 24" CONCRETE PERMANENT INTERIM MONUMENT (PERM) SET BY SURVEYOR.
 - 3. INDICATES 1/4" x 1/4" x 24" CONCRETE PERMANENT CONTROL POINT (CP) SET BY SURVEYOR TO BE SET WITHIN ONE YEAR OF THE DATE THE PLAN IS RECORDED.
 - 4. INDICATES 3/4" x 1/4" x 24" CONCRETE PERMANENT CONTROL POINT (CP) SET BY SURVEYOR TO BE SET IN ACCORDANCE WITH SECTION 111.00(4) FLORIDA STATUTES, (SEE NOTE #1).
 - 5. INDICATES MONUMENTS SHOWN IN CONCRETE BLOCK.
 - 6. INDICATES LINE SHOWN IN LINE TABLE.
 - 7. INDICATES BEARING.
 - 8. INDICATES DISTANCE.
 - 9. INDICATES CURVE RADIUS.
 - 10. INDICATES CURVE BEARING.
 - 11. INDICATES CURVE LENGTH.
 - 12. INDICATES POINT OF BEGINNING (P.B.).
 - 13. INDICATES POINT OF CURVATURE (P.C.).
 - 14. INDICATES POINT OF TANGENCY (P.T.).
 - 15. INDICATES POINT OF INTERSECTION (P.I.).
 - 16. INDICATES POINT OF BEGINNING (P.B.).
 - 17. INDICATES POINT OF TANGENCY (P.T.).
 - 18. INDICATES POINT OF INTERSECTION (P.I.).
 - 19. INDICATES POINT OF BEGINNING (P.B.).
 - 20. INDICATES POINT OF TANGENCY (P.T.).
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 - 70. INDICATES POINT OF BEGINNING (P.B.).
 - 71. INDICATES POINT OF TANGENCY (P.T.).
 - 72. INDICATES POINT OF INTERSECTION (P.I.).
 - 73. INDICATES POINT OF BEGINNING (P.B.).
 - 74. INDICATES POINT OF TANGENCY (P.T.).
 - 75. INDICATES POINT OF INTERSECTION (P.I.).
 - 76. INDICATES POINT OF BEGINNING (P.B.).
 - 77. INDICATES POINT OF TANGENCY (P.T.).
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 - 91. INDICATES POINT OF BEGINNING (P.B.).
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 - 143. INDICATES POINT OF TANGENCY (P.T.).
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 - 145. INDICATES POINT OF BEGINNING (P.B.).
 - 146. INDICATES POINT OF TANGENCY (P.T.).
 - 147. INDICATES POINT OF INTERSECTION (P.I.).
 - 148. INDICATES POINT OF BEGINNING (P.B.).
 - 149. INDICATES POINT OF TANGENCY (P.T.).
 - 150. INDICATES POINT OF INTERSECTION (P.I.).
 - 151. INDICATES POINT OF BEGINNING (P.B.).

CURVE	LENGTH	RADIUS	DELTA	CHORD BEG.	CHORD END
C1	121.00	482.50	107.333°	57.717171	135.43
C2	148.00	482.50	107.333°	135.712572	143.20
C3	163.00	373.50	129.252°	83.971227	161.63
C4	73.00	471.50	103.917°	40.721179	72.87
C5	121.00	700.00	187.541°	148.191076	230.60
C6	186.47	700.00	191.914°	143.188107	305.89
C7	88.57	300.00	171.928°	50.918179	88.57
C8	167.88	300.00	207.371°	57.918179	167.88
C9	61.87	43.00	186.959°	14.428121	58.57
C10	88.37	300.00	187.920°	16.754387	88.00
C11	43.68	115.00	27.912°	10.919216	43.27
C12	43.20	105.00	32.941°	10.251476	44.87
C13	71.61	400.00	47.004°	14.893837	70.17
C14	64.47	500.00	39.941°	17.734797	64.47
C15	5.11	236.50	117.701°	1.013247	5.21
C16	1.00	232.00	124.222°	0.021479	1.00
C17	36.65	500.00	37.814°	11.731071	36.65
C18	30.37	500.00	37.814°	10.919187	30.34
C19	58.47	500.00	41.855°	12.018376	58.47
C20	61.87	500.00	41.855°	12.018376	61.87

CURVE	LENGTH	RADIUS	DELTA	CHORD BEG.	CHORD END
C21	38.00	500.00	37.814°	10.919187	38.00
C22	38.00	500.00	37.814°	10.919187	38.00
C23	38.00	500.00	37.814°	10.919187	38.00
C24	38.00	500.00	37.814°	10.919187	38.00
C25	38.00	500.00	37.814°	10.919187	38.00
C26	38.00	500.00	37.814°	10.919187	38.00
C27	38.00	500.00	37.814°	10.919187	38.00
C28	38.00	500.00	37.814°	10.919187	38.00
C29	38.00	500.00	37.814°	10.919187	38.00
C30	38.00	500.00	37.814°	10.919187	38.00
C31	38.00	500.00	37.814°	10.919187	38.00
C32	38.00	500.00	37.814°	10.919187	38.00
C33	38.00	500.00	37.814°	10.919187	38.00
C34	38.00	500.00	37.814°	10.919187	38.00
C35	38.00	500.00	37.814°	10.919187	38.00
C36	38.00	500.00	37.814°	10.919187	38.00
C37	38.00	500.00	37.814°	10.919187	38.00
C38	38.00	500.00	37.814°	10.919187	38.00
C39	38.00	500.00	37.814°	10.919187	38.00
C40	38.00	500.00	37.814°	10.919187	38.00
C41	38.00	500.00	37.814°	10.919187	38.00
C42	38.00	500.00	37.814°	10.919187	38.00
C43	38.00	500.00	37.814°	10.919187	38.00
C44	38.00	500.00	37.814°	10.919187	38.00
C45	38.00	500.00	37.814°	10.919187	38.00
C46	38.00	500.00	37.814°	10.919187	38.00
C47	38.00	500.00	37.814°	10.919187	38.00
C48	38.00	500.00	37.814°	10.919187	38.00
C49	38.00	500.00	37.814°	10.919187	38.00
C50	38.00	500.00	37.814°	10.919187	38.00

CURVE	LENGTH	RADIUS	DELTA	CHORD BEG.	CHORD END
C51	38.00	500.00	37.814°	10.919187	38.00
C52	38.00	500.00	37.814°	10.919187	38.00
C53	38.00	500.00	37.814°	10.919187	38.00
C54	38.00	500.00	37.814°	10.919187	38.00
C55	38.00	500.00	37.814°	10.919187	38.00
C56	38.00	500.00	37.814°	10.919187	38.00
C57	38.00	500.00	37.814°	10.919187	38.00
C58	38.00	500.00	37.814°	10.919187	38.00
C59	38.00	500.00	37.814°	10.919187	38.00
C60	38.00	500.00	37.814°	10.919187	38.00
C61	38.00	500.00	37.814°	10.919187	38.00
C62	38.00	500.00	37.814°	10.919187	38.00
C63	38.00	500.00	37.814°	10.919187	38.00
C64	38.00	500.00	37.814°	10.919187	38.00
C65	38.00	500.00	37.814°	10.919187	38.00
C66	38.00	500.00	37.814°	10.919187	38.00
C67	38.00	500.00	37.814°	10.919187	38.00
C68	38.00	500.00	37.814°	10.919187	38.00
C69	38.00	500.00	37.814°	10.919187	38.00
C70	38.00	500.00	37.814°	10.919187	38.00
C71	38.00	500.00	37.814°	10.919187	38.00
C72	38.00	500.00	37.814°	10.919187	38.00
C73	38.00	500.00	37.814°	10.919187	38.00
C74	38.00	500.00	37.814°	10.919187	38.00
C75	38.00	500.00	37.814°	10.919187	38.00
C76	38.00	500.00	37.814°	10.919187	38.00
C77	38.00	500.00	37.814°	10.919187	38.00
C78	38.00	500.00	37.814°	10.919187	38.00
C79	38.00	500.00	37.814°	10.919187	38.00
C80	38.00	500.00	37.814°	10.919187	38.00

CURVE	LENGTH	RADIUS	DELTA	CHORD BEG.	CHORD END
C81	38.00	500.00	37.814°	10.919187	38.00
C82	38.00	500.00	37.814°	10.919187	38.00
C83	38.00	500.00	37.814°	10.919187	38.00
C84	38.00	500.00	37.814°	10.919187	38.00
C85	38.00	500.00	37.814°	10.919187	38.00
C86	38.00	500.00	37.814°	10.919187	38.00
C87	38.00	500.00	37.814°	10.919187	38.00
C88	38.00	500.00	37.814°	10.919187	38.00
C89	38.00	500.00	37.814°	10.919187	38.00
C90	38.00	500.00	37.814°	10.919187	38.00
C91	38.00	500.00	37.814°	10.919187	38.00
C92	38.00	500.00	37.814°	10.919187	38.00
C93	38.00	500.00	37.814°	10.919187	38.00
C94	38.00	500.00	37.814°	10.919187	38.00
C95	38.00	500.00	37.814°	10.919187	38.00
C96	38.00	500.00	37.814°	10.919187	38.00
C97	38.00	500.00	37.814°	10.919187	38.00
C98	38.00	500.00	37.814°	10.919187	38.00
C99	38.00	500.00	37.814°	10.919187	38.00
C100	38.00	500.00	37.814°	10.919187	38.00

LINE	LENGTH	BEARING
L1	26	

VILLAGES OF WILDWOOD ANTRIM DELLS

BEING A PORTION OF SECTIONS 9 AND 16, TOWNSHIP 19 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD - SUMTER COUNTY, FLORIDA.

CURVE TABLE						
CHORD	LENGTH	RADIUS	DELTA	CHORD BEG.	CHORD END	CHORD ANG.
010	103.37	3000.07	171°52'	385724172	103.37	103.37
011	84.22	43.30	113°34'32"	40724379	71.17	71.17
012	18.70	300.00	345°44'	54274779	18.70	18.70
013	63.63	300.00	115°37'	50876279	63.63	63.63
014	24.00	42.50	322°57'	50876279	23.72	23.72
015	36.37	150.00	374°37'	405737579	36.40	36.40
016	138.00	286.20	275°44'	557463079	137.71	137.71
017	63.00	98.00	122°43'	574727379	63.00	63.00
018	103.00	307.20	171°52'	385724172	103.00	103.00
019	81.37	60.00	70°00'00"	417087472	73.62	73.62
020	34.00	60.00	20°00'00"	407203072	34.00	34.00
021	1.00	60.00	7°00'00"	407203072	1.00	1.00
022	37.04	15.00	62°07'03"	557072879	23.32	23.32
023	22.57	333.50	47°00'	570747472	22.57	22.57
024	26.38	268.20	74°04'	570747472	26.38	26.38
025	88.38	388.30	182°30'	587247279	88.31	88.31
026	67.50	268.20	142°00'	54707072	67.00	67.00
027	6.47	87.30	27°54'	40573472	6.47	6.47
028	49.19	113.50	304°31'	455727779	49.01	49.01
029	53.88	112.50	187°07'	465703079	53.72	53.72
030	45.87	75.00	90°00'00"	535727372	36.47	36.47
031	24.84	317.50	47°04'	544707679	24.87	24.87
032	62.48	317.50	71°00'00"	56703472	62.39	62.39
033	30.07	25.00	114°00'24"	404070072	42.11	42.11
034	33.90	60.00	32°29'48"	508764872	33.50	33.50
035	55.17	15.00	67°30'44"	447073079	23.58	23.58
036	12.12	288.20	7°07'30"	507010779	12.12	12.12
037	43.78	75.00	100°20'30"	557013779	38.40	38.40
038	88.57	130.50	307°27'	405767079	88.28	88.28
039	5.90	133.50	17°00'	405767079	5.90	5.90
040	120.42	303.50	324°00'	557073079	119.83	119.83
041	27.58	25.00	62°07'03"	435706479	28.00	28.00
042	66.50	25.00	115°37'	407247372	41.87	41.87
043	3.54	4882.50	0°00'00"	508747072	3.54	3.54

LEGEND

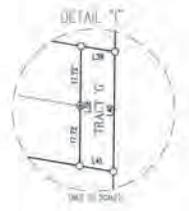
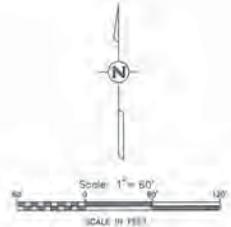
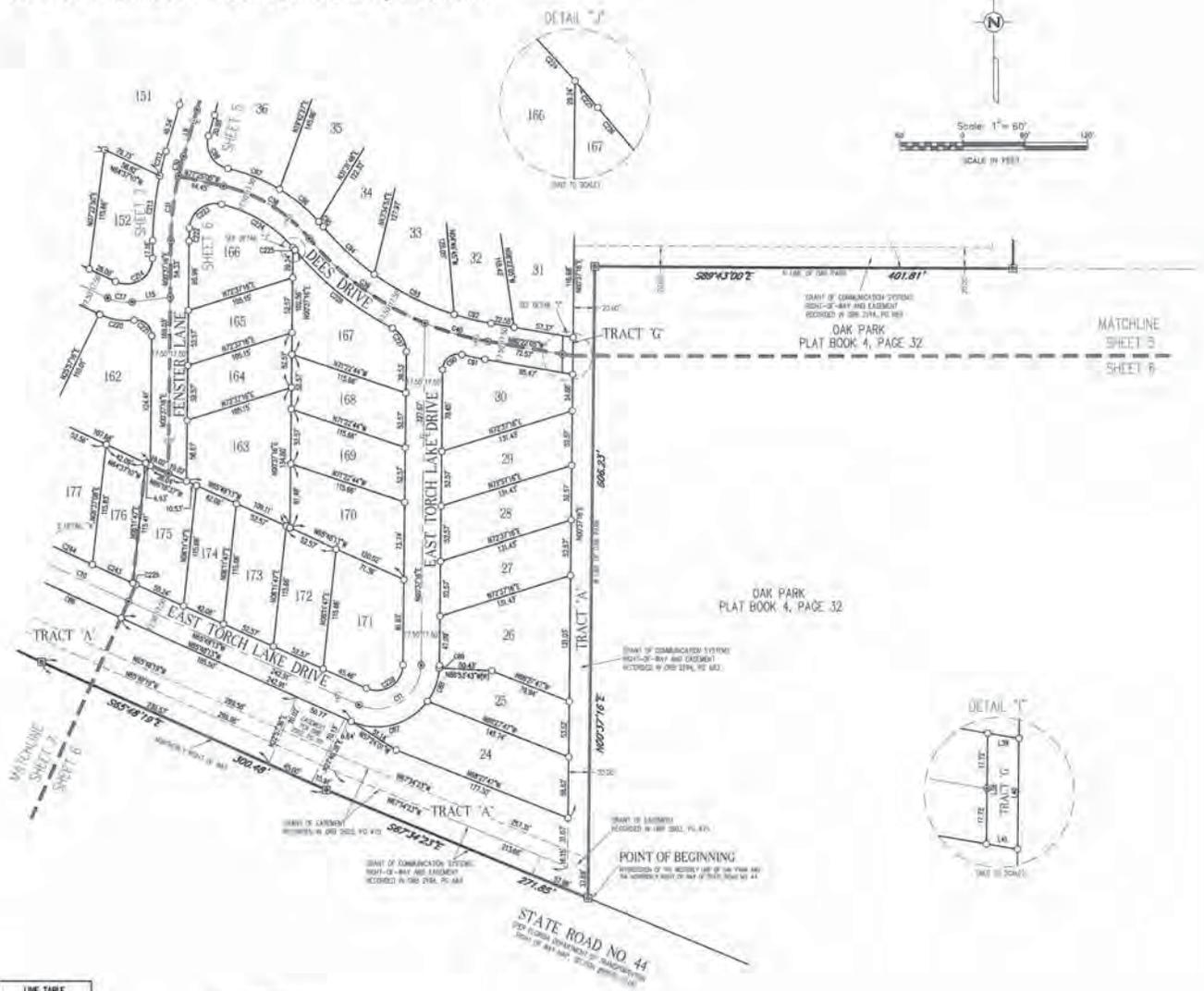
- INDICATES 4" x 4" x 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (U.S. #470), UNLESS OTHERWISE NOTED.
- INDICATES 4" x 4" x 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) SET (U.S. #470).
- INDICATES P.P. NAIL AND CONCRETE PERMANENT CONTROL POINT (C.P.) OR P.P. IS TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAN IS RECORDED.
- INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.000(5) FLORIDA STATUTES (SEE NOTE #1).
- INDICATES CURVE NUMBER IN CURVE TABLE.
- INDICATES LINE NUMBER IN L&L TABLE.
- INDICATES BEARING.
- INDICATES CENTERLINE.
- INDICATES S&L (SOUTH, SIDE OF CURVE).
- INDICATES NORTH BEARING.
- INDICATES CURVE BEARING.
- INDICATES ARC LENGTH.
- INDICATES OCCUPIED BUSINESS.
- INDICATES HIGHWAY.
- INDICATES SPECIAL RESERVATION GROUP.
- INDICATES PLAT BOOK.
- INDICATES PAGE.
- INDICATES POINT OF COMMENCEMENT.
- INDICATES POINT OF COMPOUND CURVATURE.
- INDICATES POINT OF REVERSE CURVATURE.
- INDICATES POINT OF TANGENCY.
- INDICATES RADIAL LATCH.
- INDICATES SQUARE FEET.
- INDICATES RADIUS LINE.
- INDICATES REFERENCE BEARING.
- INDICATES SYSTEM (EQUIPMENT REQUIRED BY DEVELOPER AND TO ASSURE PROPER MAINTENANCE AND PROPER CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER-SANITARY SEWER SYSTEMS INCLUDING USE OF CURBS).
- INDICATES PUBLIC UTILITIES AND/OR SERVICE FACILITIES AND/OR WILL PROVIDE AND BE OWNED AND MAINTAINED BY DEVELOPER. CONVEYANCES PUTTING IN PLACE AND TYPICAL EQUIPMENT WITHIN THE CURBLINE AREA. CITY MEMBER UTILITIES (SUCH AS WATER AND GAS) AS A CONDITION OF THE RIGHT TO USE SUCH LANDS, ARE TO PROVIDE OR OBTAIN SUCH EQUIPMENT INSTALLED WITHIN THE EQUIPMENT AREA.

L&L TABLE

LINE	LENGTH	BEARING
L1	48.54	S102°20'30"W
L2	27.17	N02°17'30"E
L3	65.44	N07°57'00"E
L4	10.17	S02°22'00"E
L5	35.44	S47°27'00"W
L6	10.17	N02°22'00"W

TRACT TABLE

TRACT	SQ. FT.	ACREAGE
A	1,006,489	24.019
B	1,378	0.031
C	340	0.007
D	1,675	0.038
E	5278	0.120
F	281	0.006
G	394	0.009
H	1,225	0.028
I	40,700	0.933





WALTER S. McLIN, III (1935-2007)
R. DEWEY BURNSED (1939-2007)

January 14, 2014

Board of County Commissioners
7375 Powell Road
Wildwood, Florida 34785

RE: Title Opinion for Villages of Wildwood Antrim Dells

Dear Sirs:

We have reviewed Title Certificate Number 44-2013-000124A3 (the "Title Certificate"), prepared by Old Republic National Title Insurance Company issued through Attorneys' Title Fund Services, LLC (the "Underwriter") in relation to certain real property located in Sumter County, Florida, included within that certain proposed plat named Villages of Wildwood Antrim Dells more particularly described on *Exhibit "A"* attached hereto (the "Property"). In connection therewith the Title Certificate states the following:

1. The Underwriter has reviewed the chain of title on the Property described on *Exhibit "A"* through December 31, 2013, the "Effective Date." As of the Effective Date, title to the Property was vested in The Villages of Lake-Sumter, Inc. pursuant to the documents recorded in O.R. Books and Pages: 947/1; 2199/749; 1968/252; 2248/104; 1913/536 and 1993/782, all within the Public Records of Sumter County, Florida.

2. The 2013 real property taxes have been paid and the 2014 real property taxes are not yet due and payable; all other real property taxes have been paid.

3. As of the Effective Date, the Property is encumbered by the following:

(a) Rights or claims of parties in possession not shown by the public records.

(b) Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

(c) Any claim that any part of said land is owned by the State of Florida by right of sovereignty, and riparian rights, if any.

(d) Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.

(e) Easements or claims of easements not shown by the public records.

(f) MORTGAGES AND ENCUMBRANCES:

None.

(g) EASEMENTS, RESTRICTIONS AND RESERVATIONS:

(1) Notice of Adoption of the First Amendment of the Development Order for the Villages of Wildwood Development of Regional Impact recorded in O.R. Book 2050, Page 65 and being further Amended in O.R. Books and Pages: 2291/674; 2342/672; 2536/714; 2538/501; 2547/338 and 2532/64, Public Records of Sumter County, Florida.

ATTORNEYS AT LAW

THE VILLAGES AT LAKE SUMTER LANDING | 1028 Lake Sumter Landing | P.O. Box 1299 | The Villages, FL 32158-1299

P 352-753-4690 | F 352-751-4993 | www.mclimburnsed.com

(2) Ordinance No. O2013-02 recorded in O.R. Book 2581, Page 473, Public Records of Sumter County, Florida.

(3) Memorandum of Lease between The Villages of Lake-Sumter Inc. and Oxford Land Holdings, Inc. d/b/a Oxford Outdoor Advertising recorded in O.R. Book 2415, Page 730 and Amended in O.R. Book 2562, Page 101, Public Records of Sumter County, Florida.

(4) Non Exclusive Perpetual Easement recorded in O.R. Book 2257, Page 24, Public Records of Sumter County, Florida.

(5) Exchange Agreement recorded in O.R. Book 2022, Page 758, Public Records of Sumter County, Florida.

(6) Mass Grading and Infrastructure Construction Agreement recorded in O.R. Book 1772, Page 743, Public Records of Sumter County, Florida.

(7) Grant of Communication System Right of Way and Easement recorded in O.R. Book 1895, Page 758 and Corrective recorded in O.R. Book 2194, Page 683 together with Subordination of Utility Interests as recorded in O.R. Book 2118, Page 686, Public Records of Sumter County, Florida.

(8) Memorandum of Agreement recorded in O.R. Book 2041, Page 407, Public Records of Sumter County, Florida.

(9) Right of Way Easement in favor of Sumter Electric Cooperative Inc. recorded in O.R. Book 107, Page 272 together with Subordination of Utility Interests as recorded in O.R. Book 593, Page 329, Public Records of Sumter County, Florida.

(10) Any lien or claim of lien for services, labor or materials which may take priority over the estate or interest insured by reason of that certain Notice of Commencement recorded July 25, 2013, under O.R. Book 2649, Page 800, of the Public Records of Sumter County, Florida. (Notice of Termination as recorded in O.R. Book 2718, Page 101, See Sec 713.132, F.S.)

(11) Any lien or claim of lien for services, labor or materials which may take priority over the estate or interest insured by reason of that certain Notice of Commencement recorded July 25, 2013, under O.R. Book 2649, Page 802, of the Public Records of Sumter County, Florida. (Notice of Termination as recorded in O.R. Book 2718, Page 103, See Sec 713.132, F.S.)

(12) Any lien or claim of lien for services, labor or materials which may take priority over the estate or interest insured by reason of that certain Notice of Commencement recorded August 21, 2013, under O.R. Book 2664, Page 80, of the Public Records of Sumter County, Florida. (Notice of Termination as recorded in O.R. Book 2718, Page 105, See Sec 713.132, F.S.)

(13) Grant of Easement in favor of Bright House Networks, LLC and Sumter Electric Cooperative Inc. as recorded in O.R. Book 2603, Page 475, Public Records of Sumter County, Florida.

(14) Grant of Easement between The Villages of Lake-Sumter, Inc. and Sumter Water Conservation Authority, LLC, as recorded in O.R. Book 2692, Page 168, Public Records of Sumter County, Florida.

(15) Grant of Easement and Maintenance Agreement between The Villages of Lake-Sumter, Inc. and Village Community Development District No. 10 as recorded in O.R. Book 2702, Page 235, Public Records of Sumter County, Florida.

(16) Any lien or claim of lien for services, labor or materials which may take priority over the estate or interest insured by reason of that certain Notice of Commencement recorded December 2, 2013, under O.R. Book 2705, Page 393, of the Public Records of Sumter County, Florida.

(17) Any liens created or levied pursuant to Chs. 190, 170, and 197, F.S., pertaining to community development districts.

This opinion is limited to the matters expressly stated herein, and no opinion is implied or may be inferred beyond the matters expressly stated.

The opinion as expressed in this letter is rendered as of December 31, 2013, at 11:00 P.M. and is based on existing law which is subject to change.

In the examination, both the Underwriter and the undersigned have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to the original of all documents submitted to us as certified, photostatic or confirmed copies, and the authenticity of the originals of all such latter documents. In addition, as to certain matters, we may have relied on certificates from various state authorities and public officials. We assume the accuracy of the factual and legal matters contained therein.

The opinions expressed in this letter are given solely for the benefit of addressee in connection with Villages of Wildwood Antrim Dells and the property described in *Exhibit "A"* filed with the County of Sumter and may not be relied upon by any other party for any other purpose without prior written consent.

Sincerely,

McLin Burnsed



Erick D. Langenbrunner, Esq.

EDL/lw

EXHIBIT A

LEGAL DESCRIPTION – ANTRIM DELLS VILLAS

THAT LAND LYING IN SECTIONS 9 AND 16, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE WESTERLY LINE OF OAK PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 32, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA AND THE NORTHERLY RIGHT OF WAY OF STATE ROAD NO. 44 PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION #18070-2518; THENCE N00°37'16"E, ALONG THE WEST LINE OF SAID OAK PARK A DISTANCE OF 606.23 FEET TO A POINT ON THE NORTH LINE OF SAID "OAK PARK"; THENCE S89°43'00"E ALONG SAID NORTH LINE 401.81 FEET TO A POINT ON THE EAST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 947, PAGE 7, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE N00°33'26"E ALONG SAID EAST LINE 394.18 FEET TO A POINT ON THE SOUTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1419, PAGE 616, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE N60°44'37"W ALONG SAID SOUTH LINE 834.76 FEET TO THE WEST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1419, PAGE 616; THENCE N00°35'51"E, ALONG SAID WEST LINE A DISTANCE OF 536.64 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 16; THENCE S89°30'39"E, ALONG SAID NORTH LINE A DISTANCE OF 190.30 FEET TO A POINT ON THE SOUTHERLY MAINTENANCE RIGHT OF WAY LINE OF COUNTY ROAD NO. 44A PER MAP BOOK 4, PAGES 117 THROUGH 124, INCLUSIVE, PUBLIC RECORDS OF SUMTER COUNTY FLORIDA; THE FOLLOWING (2) TWO COURSES BEING ALONG SAID SOUTHERLY MAINTENANCE RIGHT OF WAY LINE OF COUNTY ROAD NO. 44A: THENCE N51°46'35"W, 155.29 FEET; THENCE N51°09'06"W, 85.71 FEET TO A POINT ON THE EASTERLY LINE OF THE RIGHT OF WAY OF SAID COUNTY ROAD NO. 44A PER OFFICIAL RECORDS BOOK 2332, PAGE 395, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THE FOLLOWING (4) FOUR COURSES BEING ALONG SAID RIGHT OF WAY OF COUNTY ROAD NO. 44A; THENCE S00°35'51"W, 41.31 FEET; THENCE N51°36'08"W, 743.36 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 75.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 58°01'16", AN ARC DISTANCE OF 75.95 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 131.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°19'38", AN ARC DISTANCE OF 16.75 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF BUENA VISTA BOULEVARD PER OFFICIAL RECORDS BOOK 2332, PAGE 395, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THE FOLLOWING (22) TWENTY-TWO COURSES BEING ALONG SAID EASTERLY RIGHT OF WAY LINE OF BUENA VISTA BOULEVARD: THENCE CONTINUE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°49'58", A DISTANCE OF 15.62 FEET TO THE POINT OF REVERSE CURVATURE OF

A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 75.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 49°01'38", AN ARC DISTANCE OF 64.18 FEET TO THE POINT OF TANGENCY; THENCE S35°30'35"W, 50.40 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 840.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°09'58", AN ARC DISTANCE OF 339.63 FEET TO THE POINT OF TANGENCY; THENCE S12°20'37"W, 131.30 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 47°24'18", AN ARC DISTANCE OF 41.37 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 131.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 29°39'32", AN ARC DISTANCE OF 67.81 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°51'46", AN ARC DISTANCE OF 26.93 FEET TO A POINT ON A NON-TANGENT LINE; THENCE S26°58'16"W, 56.68 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 99.00 FEET AND A CHORD BEARING AND DISTANCE OF N48°20'54"W, 22.69 FEET TO WHICH A RADIAL LINE BEARS S35°04'15"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°09'42", AN ARC DISTANCE OF 22.74 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 2.50 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 110°43'59", AN ARC DISTANCE OF 4.83 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 105.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°50'07", AN ARC DISTANCE OF 21.69 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 2.50 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 116°32'00", AN ARC DISTANCE OF 5.08 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 144.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°41'15", AN ARC DISTANCE OF 26.86 FEET TO A POINT ON A NON-TANGENT LINE; THENCE S20°59'49"W, 41.76 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 50.00 FEET AND A CHORD BEARING AND DISTANCE OF S88°11'17"W, 38.68 FEET TO WHICH A RADIAL LINE BEARS N20°56'27"E; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 45°30'20", AN ARC DISTANCE OF 39.71 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 131.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°29'30", AN ARC DISTANCE OF 30.85 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS

OF 50.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $48^{\circ}22'32''$, AN ARC DISTANCE OF 42.22 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 960.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $01^{\circ}21'09''$, AN ARC DISTANCE OF 22.66 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 840.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $39^{\circ}00'14''$, AN ARC DISTANCE OF 571.83 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 960.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $27^{\circ}30'04''$, AN ARC DISTANCE OF 460.78 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $89^{\circ}26'59''$, AN ARC DISTANCE OF 78.06 FEET TO THE POINT OF TANGENCY; SAID POINT ALSO BEING ON THE NORTHEASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 44 PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION NO. 18070-2518; THE FOLLOWING (10) TEN COURSES BEING ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 44: THENCE $S69^{\circ}02'55''E$, 70.23 FEET; THENCE $S20^{\circ}57'06''W$, 5.00 FEET; THENCE $S69^{\circ}02'58''E$, 131.89 FEET; THENCE $S69^{\circ}02'49''E$, 68.11 FEET; THENCE $S68^{\circ}11'21''E$, 200.02 FEET; THENCE $S20^{\circ}57'06''W$, 5.00 FEET; THENCE $S65^{\circ}58'19''E$, 400.58 FEET; THENCE $S64^{\circ}37'01''E$, 200.60 FEET; THENCE $S65^{\circ}48'19''E$, 300.48 FEET; THENCE $S67^{\circ}34'23''E$, 271.85 FEET TO THE POINT OF BEGINNING.



MEMORANDUM

Our File #OH3551

TO: Sumter County Recording Clerk
FROM: Laci Wenk
Legal Assistant to Erick D. Langenbrunner, Esq.

DATE: January 13, 2014

SUBJECT: Insertion of Plat Book and Page Number – Villages of Wildwood Antrim Dells

Please insert the plat book and page number on the first page of the attached declaration of restrictions where indicated with the bright yellow stickers **PRIOR** to recording the restrictions.

Thank you.

Enclosure(s)

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR THE VILLAGES OF WILDWOOD
ANTRIM DELLS**

THE VILLAGES OF LAKE-SUMTER, INC., a Florida Corporation, hereinafter called Declarant, is the owner in fee simple of certain real property located in Sumter County, Florida, known by official plat designation as the VILLAGES OF WILDWOOD ANTRIM DELLS pursuant to a plat recorded in Official Plat Book _____ beginning at Page(s) _____ of the Public Records of Sumter County, Florida (the "Plat").

For the purpose of enhancing and protecting the value, attractiveness and desirability of the lots or tracts constituting each Subdivision, Declarant hereby declares that all of the Homesites (as hereinafter defined), and each part thereof, but not the tracts within the Subdivision, shall be held, sold, and conveyed only subject to the following easements, covenants, conditions, and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in the above described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I. DEFINITIONS

Section 1. "Declarant" shall mean THE VILLAGES OF LAKE-SUMTER, INC. and its successors and assigns.

Section 2. "District" shall mean the Village Community Development District No. 10, a community development district created pursuant to Chapter 190, Florida Statutes.

Section 3. "Homesite" shall mean any plot of land shown upon the Plat which bears a numerical designation, but shall not include the tracts or other areas not intended for a residence.

Section 4. "Institutional First Mortgage" shall mean a mortgage upon a Homesite and the improvements thereon granted to an owner by a bank, savings and loan association, pension fund, trust, real estate investment, insurance company or any other federally insured investment or financial institution.

Section 5. "Maintenance" shall mean the exercise of reasonable care and repair to keep buildings, roads, landscaping, lighting, lawns, walls, fences, water and sewer distribution systems, storm water run off collection systems, and other related improvements and fixtures in good repair and condition. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote a healthy, weed-free environment for optimum plant growth.

Section 6. "Mortgage" shall mean a conventional mortgage.

Section 7. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any Homesite which is a part of the Subdivision, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

Section 8. "Subdivision" shall mean the subdivided real property hereinbefore described and such additions thereto as may be brought within the jurisdiction of these restrictions as hereinafter provided.

ARTICLE II. THE DISTRICT

Section 1. Services Provided by the District. The District shall have such authority and perform those services consistent with Chapter 190 of the Florida Statutes. Services shall include, but not be limited to the following:

- (a) Maintenance and repair of areas owned by the District or dedicated to the use and enjoyment of the residents of the District, the Subdivision, or the public;
- (b) Water, sewer, garbage, electrical, lighting, telephone, gas and other necessary utility service for areas owned by the District or dedicated to the use and enjoyment of the residents of the District, Subdivision, or the public;
- (c) Maintenance and repair to roads within the Subdivision owned by the District;
- (d) Maintenance and repair of the storm water runoff drainage system including drainage easements and drain pipes;

(e) Maintenance and repair to the top and exterior of the security wall fences running along the northerly portion of Homesite 1, westerly portion of Homesites 1 through 23, southerly portion of Homesites 23 through 24, easterly portion of Homesite 24 through 31, northerly portion of Homesites 31 through 34, easterly portion of Homesites 34 and 35, easterly portion of Homesites 37 through 45, northerly portion of Homesite 45, southerly portion of Homesite 46, easterly portion of Homesites 46 through 54, northerly portion of Homesites 54 through 66, westerly portion of Homesite 66, northerly portion of Homesite 67, westerly portion of Homesites 66 through 75, southerly and westerly portions of Homesites 75 through 78, and easterly portion of Homesite 78, unless such maintenance obligation is otherwise assumed by the adjoining land owner; and

(f) Maintenance and repair to the top, interior, exterior and structure of the security wall fences located on District-owned tracts, and along the south right of way of east Torch Lake Drive located between Homesites 23 and 24;

(g) Maintenance and repair to the structure of the security fence wall located along the westerly portion of Homesites 73 through 78; and

(h) Maintenance and repair to that portion of the wall fence wall abutting and facing the tract within the Subdivision reserved for temporary vehicular parking.

Section 2. District Assessments. The District shall have the authority to impose assessments pursuant to the authority granted under Chapter 190 of the Florida Statutes.

Section 3. No Maintenance by the City of Wildwood. No maintenance services on the roadways, drainage easements, drain pipes, or any other maintenance services within the Subdivision will be performed by the government of the City of Wildwood, Florida.

ARTICLE III. THE VILLAGES CONTRACTUAL AMENITIES FEE

Each Owner hereby agrees to pay a monthly fee or charge (the "Contractual Amenities Fee") against each Homesite for the benefit and use of the recreational and other amenities, in the amount per month set forth in such Owner's Deed. The Contractual Amenities Fee set forth is limited to the Owner named therein. In the event the Owner(s) transfers, assigns or in any way conveys their interest in and to the Homesite, the new Owner(s) shall be obligated to pay the prevalent Contractual Amenities Fee sum that is then in force and effect for new Owner(s) of Homesites in the most recent addition or unit. The monthly Contractual Amenities Fee as set forth in this section is based on the cost of living for the month of sale as reflected in the Consumer Price Index, U.S. Average of Items and Food, published by the Bureau of Labor Statistics of the U.S. Department of Labor (the "Index"). The month of sale shall be the date of the Contract for Purchase of the Homesite. There shall be an annual adjustment in the monthly Contractual Amenities Fee. The adjustments shall be proportional to the percentage increase or decrease in the Index. Each adjustment shall be in effect for the intervening one year period. Adjustments not used on any adjustment date may be made any time thereafter. Each Owner agrees that as additional facilities are requested by the Owner(s) of Homesites and the erection of such additional facilities is agreed to by the Declarant, that upon a vote of one half (1/2) of the Owners requesting such additional facilities and the commencement of charges therefor, the monthly Contractual Amenities Fee provided for in this section shall be increased accordingly without the limitations set forth herein. For the purpose of all votes the Declarant shall be entitled to one (1) vote for each Homesite owned by the Declarant. The monthly charges shall be paid to the Declarant or its designate each month to insure the provision of the services being paid for. The monthly charges for services described in this section shall be due and payable to Declarant and said charges once in effect will continue month to month whether or not said Homesite is vacant. Owner does hereby give and grant unto Declarant a continuing lien in the nature of a Mortgage upon the Homesite of the Owner superior to all other liens and encumbrances, except any Institutional First Mortgage. This lien shall be perfected by recording in the Public Records a notice of lien or similarly titled instrument and shall secure the payment of all monies due Declarant hereunder and may be foreclosed in a court of equity in the manner provided for the foreclosures of mortgages. In any such action or any other action to enforce the provision of this lien, including appeals, Declarant shall be entitled to recover attorney's fees incurred by it, abstract bills and court costs. Owner together with Owner's heirs, successors and assigns, agree to take title subject to and be bound by, and pay the charge set forth herein and acceptance of the deed shall further signify approval of said charge as being reasonable and fair, taking into consideration the nature of Declarant's project, Declarant's investment in the recreational area, and in view of all the other benefits to be derived by the Owners as provided herein. Purchasers of Homesites further agree, by the acceptance of their deeds and the payment of the purchase price therefor, acknowledge that the purchase price was solely for the purchase of their Homesite or Homesites, and that the Owners, their heirs, successors and assigns, do not have any right, title or claim or interest in and to the recreational, dedicated, or reserved areas or security facilities contained therein or appurtenant thereto, by reason of the purchase of their respective Homesites, it being specifically agreed that Declarant, its successors and assigns, is the sole and exclusive Owner of the areas and facilities, and the Contractual Amenities Fee is a fee for services and is in no way adjusted according to the cost of providing those services.

ARTICLE IV. PROPERTY RIGHTS

Section 1. Reciprocal Easements. There shall exist reciprocal appurtenant easements between adjacent Homesites and between Homesites and adjacent dedicated or reserved areas. Each Homesite may be both benefitted and burdened by side yard easements, driveway easements, easements for ingress and egress, and easements for maintenance, as described below:

(a) **Side Yard Easements.**

(1) **Scope and Duration.** There shall exist for the benefit and use of the dominant tenement side yard easements over and upon the servient tenement. The easements shall be perpetual and the holder of the dominant tenement shall have exclusive use of that portion of the servient tenement burdened by the side yard easement, except that the servient tenement shall retain the following rights:

(i) The Owner of the servient tenement shall have the right at all reasonable times to enter upon the easement area, including the right to cross over the dominant tenement for such entry, in order to perform work related to the use and maintenance of the servient tenement. In exercising the right of entry upon the easement area as provided for above, the Owner of the servient tenement agrees to utilize reasonable care not to damage any landscaping or other items existing in the easement area.

(ii) The servient tenement shall have the right of drainage over, across and upon the easement area for water draining from the roof of any dwelling or structure upon the servient tenement, the right to maintain eaves and appurtenances thereto and the portions of any dwelling structure upon the servient tenement as originally constructed or as constructed pursuant hereto.

(iii) The Owner of the dominant tenement shall not attach any object to a wall, fence or dwelling belonging to the servient tenement or disturb the grading of the easement area or otherwise act with respect to the easement area in any manner which would damage the servient tenement.

(2) **Description of the Side Yard Easement.** The side yard easement shall extend over that portion of the servient tenement lying between the side Homesite lot line of the dominant tenement and the building wall and extending fence or wall located upon the adjacent servient tenement as originally constructed by Declarant. The side yard easement will extend from the interior of the rear fence or wall to the exterior of the front gate fence or wall. The dominant tenement shall be responsible for maintenance of the side yard easement.

(3) **Homesites Affected by the Side Yard Easement.** The side yard easement shall benefit and burden the following Homesites:

(i) Homesites both burdened and benefitted by side yard easements shall be Homesites 2 through 22, 25 through 29, 32 through 35, 38 through 44, 47 through 52, 55 through 65, 68 through 77, 80 through 82, 85 through 87, 90 through 92, 95 through 98, 101 through 106, 109 through 113, 116, 117, 120 through 122, 125, 126, 131 through 135, 138 through 144, 147 through 150, 153 through 156, 159 through 161, 164, 165, 168, 169 and 172 through 181.

(ii) Homesites burdened but not benefitted by side yard easements shall be Homesites 23, 24, 31, 37, 53, 54, 67, 83, 84, 89, 99, 107, 108, 118, 119, 127, 129, 136, 137, 151, 152, 162, 163, 170 and 171.

(iii) Homesites benefitted but not burdened by side yard easements shall be Homesites 1, 30, 36, 45, 46, 66, 78, 79, 88, 93, 94, 100, 114, 115, 123, 124, 128, 130, 145, 146, 157, 158, 166, 167 and 182.

(b) **Driveway Easements.**

(1) **Scope and Duration.** There shall exist for the benefit and use of the dominant tenement a driveway easement over and upon the servient tenement. The driveway easement shall be perpetual and the holder of the dominant tenement shall have exclusive use of that portion of the servient tenement burdened by the driveway easement except that the servient tenement shall retain the following rights:

(i) The Owner of the servient tenement shall have the right of ingress and egress over the driveway easement to access the Owner's side yard and the side yard easement benefitting the Homesite Owner.

(ii) The Owner of the servient tenement shall have the right at all reasonable times to enter upon the easement area, including the right to cross over the dominant tenement for such entry, in order to perform work related to the use and maintenance of the servient tenement. In exercising the right of entry upon the easement area as provided for above, the Owner of the servient tenement agrees to utilize reasonable care not to damage any landscaping or other items existing in the easement area.

(iii) The servient tenement shall have the right of drainage over, across and upon the easement area for water drainage from the roof of any dwelling or structure upon the servient tenement, the right to maintain eaves and appurtenances thereto and the portions of any dwelling structure upon the servient tenement as originally constructed or as constructed pursuant hereto.

(iv) The Owner of the dominant tenement shall not attach any object to a wall or dwelling belonging to the servient tenement or disturb the grading of the easement area or otherwise act with respect to the easement area in any manner which would damage the servient tenement.

(2) **Description of the Driveway Easement.** Beginning at a point where the side Homesite lot line of the dominant tenement intersects the driveway of the dominant tenement; thence run along the side Homesite lot line away from the roadway to a point on the front gate fence or wall; thence along the front gate fence or wall to a point on the side wall of the servient tenement; thence along a line running along the side wall of the servient tenement towards the roadway to a point where the line intersects the driveway of the dominant tenement; thence along said driveway toward the roadway to a point where the driveway intersects the front Homesite lot line of the servient tenement; thence along the front Homesite lot line of the servient tenement to a point where the front Homesite lot line of the dominant and servient tenements intersect; thence along the side Homesite lot line between the dominant and servient tenements to the point of beginning and close. The dominant tenement shall be responsible for landscaping and maintenance of the driveway easement.

(3) **Homesites Affected by Driveway Easements.** The driveway easement shall benefit and burden the following Homesites:

(i) Homesites both burdened and benefitted by driveway easements shall be Homesites 2 through 22, 27 through 29, 32 through 35, 38 through 44, 47 through 52, 55 through 65, 68 through 77, 80 through 82, 85 through 87, 90 through 92, 95 through 98, 101 through 106, 109 through 113, 116, 117, 120 through 122, 125, 126, 131 through 135, 138 through 144, 147 through 150, 153 through 156, 159 through 161, 164, 165, 168, 169 and 172 through 181.

(ii) Homesites burdened but not benefitted by driveway easements shall be Homesites 1, 30, 36, 45, 46, 66, 78, 79, 88, 93, 94, 100, 114, 115, 123, 124, 128, 130, 145, 146, 157, 158, 166, 167 and 182.

(iii) Homesites benefitted but not burdened by driveway easements shall be Homesites 23, 26, 31, 37, 53, 54, 67, 83, 84, 89, 99, 107, 108, 118, 119, 127, 129, 136, 137, 151, 152, 162, 163, 170 and 171.

(c) **Easement for Ingress and Egress.** There shall exist for the benefit and use of the dominant tenement a perpetual easement for ingress and egress over and upon the servient tenement for the limited purpose of allowing the dominant tenement to access his side yard and side yard easement through the front gate fence wall.

Section 2. Owner's Easements of Enjoyment in Dedicated or Reserved Areas. Every Owner of a Homesite shall have a right and easement of ingress and egress and enjoyment in and to the dedicated or reserved areas subject to limitations and conditions set forth in the dedications and restrictions found in the plat of the Subdivision.

Section 3. Easements of Encroachment. There shall exist reciprocal appurtenant easements as between adjacent Homesites and between each Homesite and any portion or portions of reserved or dedicated areas adjacent thereto for any encroachment due to the nonwillful placement, settling, or shifting of the improvements constructed, reconstructed, or altered thereon, provided such construction, reconstruction, or alteration is in accordance with the terms of this Declaration. Such easement shall exist to a distance of not more than one (1) foot as measured from any point on the common boundary between adjacent Homesites, and between each Homesite and any adjacent portion of the dedicated or reserved area. No easement for encroachment shall exist as to any encroachment occurring due to the willful conduct of an Owner. A certificate by Declarant recorded in the Public Records to the effect that an encroachment is not willful, shall be conclusive proof thereof.

Section 4. Other Easements.

(a) Easements for installation and maintenance of underground utilities, cable television, sanitary and storm drainage facilities, landscaping and wall fencing, are hereby reserved over reserved or dedicated areas. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements. The easement area of each Homesite and all improvements therein shall be continuously maintained by the Owner of such Homesite, except for improvements for maintenance of which a public authority or utility company is responsible. Declarant contemplates constructing patios and similar improvements within such easements. Utility providers utilizing such easement area covenant, as a condition of the right to use such easement, not to interfere or disturb such equipment and improvements located within the easement area. In order to minimize damage to the property subject to such easement, utility providers are encouraged to install utilities pursuant to a Joint

Trench Agreement. All utility providers are responsible for repairing the grading and landscape being disturbed pursuant to any utilization of such easements.

(b) Easements for the installation and maintenance of wall and fencing and easements for the installation and maintenance of a storm water runoff drainage system are hereby reserved over a strip of land five feet (5) wide running along the rear Homesite lot line of each Homesite in the Subdivision, together with that portion of each Homesite actually occupied by side fence walls, gate fence walls, security walls, and the storm water runoff drainage system. Such easements shall also permit a community development district to enter upon such easement area to maintain the security wall and drainage system on the Homesite or the adjoining property. Easements for the installation and maintenance of utilities is hereby granted to the providers of those utilities over and upon a five (5) foot strip of land within each Homesite, running along the front Homesite lot line. Declarant reserves the right to remove, relocate, or reduce such easements lying along the front and rear lot lines of the Homesite by recording in the Public Records of Sumter County, Florida, an amendment to this Declaration which is duly executed by the Declarant.

(c) No dwelling unit or other structure of any kind other than the aforementioned walls or fences shall be built, erected, or maintained on any such easement, reservation, or right of way, except that patios and walks may be constructed over the easement reserved over the strip of land running along the back Homesite lot line of each Homesite. Equipment for pool or spa operation may be placed within the easement however. Such easements, reservations, and rights of way shall at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to Declarant, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, and above such locations to carry out any of the purposes for which such easements, reservations, and rights of way are reserved.

Section 5. Right of Entry. The Declarant and the District, through its duly authorized employees and contractors, shall have the right after reasonable notice to the Owner thereof, to enter any Homesite at any reasonable hour on any day to perform such maintenance as may be authorized herein.

Section 6. No Partition. There shall be no judicial partition of dedicated or reserved areas, nor shall Declarant, or any Owner or any other person acquiring any interest in the Subdivision or any part thereof, seek judicial partition thereof. However nothing contained herein shall be construed to prevent judicial partition of any Homesite owned in co-tenancy.

ARTICLE V. USE RESTRICTIONS

The Subdivision shall be occupied and used only as follows:

Section 1. The Subdivision is an adult community designed to provide housing for persons 55 years of age or older. All homes that are occupied must be occupied by at least one person who is at least fifty-five (55) years of age. No person under nineteen (19) years of age may be a permanent resident of a home, except that persons below the age of nineteen (19) years may be permitted to visit and temporarily reside for periods not exceeding thirty (30) days in total in any calendar year period. The Declarant or its designee in its sole discretion shall have the right to establish hardship exceptions to permit individuals between the ages of nineteen (19) and fifty-five (55) to permanently reside in a home even though there is not a permanent resident in the home who is fifty-five (55) years of age or over, providing that said exceptions shall not be permitted in situations where the granting of a hardship exception would result in less than 80% of the Homesites in the Subdivision having less than one resident fifty-five (55) years of age or older, it being the intent that at least 80% of the units shall at all times have at least one resident fifty-five (55) years of age or older. The Declarant shall establish rules, regulations policies and procedures for the purpose of assuring that the foregoing required percentages of adult occupancy are maintained at all times. The Declarant or its designee shall have the sole and absolute authority to deny occupancy of a home by any person(s) who would thereby create a violation of the aforesaid percentages of adult occupancy. Permanent occupancy or residency may be further defined in the Rules and Regulations of the Subdivision as may be promulgated by the Declarant or its designee from time to time. All residents shall certify from time to time as requested by the Declarant, the names and dates of birth of all occupants of a home.

Section 2. No business of any kind shall be conducted on any residence with the exception of the business of Declarant and the transferees of Declarant in developing and selling all of the Homesites as provided herein.

Section 3. No noxious or offensive activity shall be carried on in or on any Homesite with the exception of the business of Declarant and the transferees of Declarant in developing all of the Homesites as provided herein.

Section 4. No sign of any kind shall be displayed to public view on a Homesite or any dedicated or reserved area without the prior written consent of the Declarant, except customary name and address signs and one sign advertising a property for sale or rent which shall be no larger than twelve (12) inches wide and twelve (12) inches high and which shall be located wholly within the residence and only visible through a window of the residence. Lawn ornaments are prohibited, except for seasons displays not exceeding a thirty (30) day duration.

Section 5. Nothing shall be done or kept on a Homesite or on any dedicated or reserved area which would increase the rate of insurance relating thereto without the prior written consent of the Declarant, and no Owner shall permit anything to be done or kept on his Homesite or any dedicated or reserved area which would result in the

cancellation of insurance on any residence or on any part of the dedicated or reserved area, or which would be in violation of any law.

Section 6. Birds, fish, dogs and cats shall be permitted, with a maximum of two (2) pets per Homesite. Each Owner shall be personally responsible for any damage caused to any dedicated or reserved area by any such pet and shall be responsible to immediately remove and dispose of any excrement of such pet and shall be responsible to keep such pet on a leash. No other animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Homesite or on any dedicated or reserved area.

Section 7. No fence, hedge, wall, or other dividing instrumentality shall be constructed or maintained on any Homesite, except that Declarant and the transferees of Declarant may construct fences in accordance with existing architectural plans. In order to maintain a visible roadway, no bush, shrub, tree, or other similar plant may be placed within the road right-of-way. No ingress or egress to or from any Homesite is permitted except pursuant to such driveways and sidewalks as originally constructed by Declarant.

Section 8. No outbuilding, tent, shack, garage, trailer, shed, utility building or temporary building of any kind shall be erected, except temporarily only for construction purposes. Clear (non-colored) concrete and driveway coatings are permitted. No colored coating is permitted without the prior written consent of Declarant, its designee, or an architectural review committee appointed by Declarant or Declarant's designee.

Section 9. Nothing shall be altered in, constructed on, or removed from any dedicated or reserved areas except on the written consent of the Declarant, after the original development thereof by the Declarant. Landscaping maintenance in the dedicated or reserved areas shall be the duty of the District and no other person shall attempt to alter or maintain it.

Section 10. The hanging of clothes or clotheslines or placing of clothes poles is prohibited to the extent allowed by law. No aerials, satellite reception dishes, or antennas of any kind, nor window air-conditioners or irrigation wells are permitted within the Subdivision, except as specifically allowed by law. The location of any improved device will be as previously approved by the Declarant in writing.

Section 11. Prior to being placed curbside for collection, no rubbish, trash, garbage, or other waste material shall be kept or permitted on any Homesite or on dedicated or reserved areas except in sanitary containers located in appropriate areas concealed from public view.

Section 12. Once placed curbside for collection, all garbage will be contained in plastic bags prescribed by Declarant and placed curbside no earlier than the day before scheduled pick-up. In the alternative, the Declarant shall have the right to require that garbage be placed in a dumpster and not placed curbside. In either event, all garbage must be contained in fully closed and sealed plastic bags prescribed by the Declarant. To Maintain the Subdivision in a clean and sanitary condition and to minimize heavy commercial traffic within the Subdivision, garbage and trash service shall be provided by North Sumter County Utility Dependent District, and charges paid separately by each Owner. Owner agrees that garbage and trash service shall commence on the closing date the Owner purchases Owner's Homesite and home. Owner acknowledges that garbage and trash services is provided, and the fee for such service is payable, on a year-round basis regardless of use or occupancy. North Sumter County Utility Dependent District reserves the right to require all Owner's to participate in a curbside recycling program if and when one is instituted.

Section 13. Owner(s) shall use his property in such a manner as to allow his neighbors to enjoy the use of their property. Radios, record players, television, voices and other sounds are to be kept on a moderate level from 10:00 p.m. to one (1) hour before daylight. These restrictions shall not apply to construction noises being made by the Declarant.

Section 14. The Declarant reserves the right to prohibit or control all peddling, soliciting, selling, delivery and vehicular traffic within the Subdivision.

Section 15. The Declarant reserves the right to establish such other reasonable rules and regulations covering the utilization of the Homesites by the Owner(s) in order to maintain the aesthetic qualities of this Subdivision, all of which apply equally to all of the parties in the Subdivision. The rules and regulations shall take effect within five (5) days from the sending of a notice to an Owner(s).

Section 16. Individual mailboxes may not be located upon a Homesite. Mailboxes are provided by the U.S. Postal Service at no cost to Owner, however, those boxes shall be housed by the Declarant at a one time charge of \$190.00 per box, payable at the time of the initial sale of the Homesite from Declarant to Owner.

Section 17. Declarant or the transferees of Declarant shall undertake the work of developing all Homesites included within the Subdivision. The completion of that work, and the sale, rental, or other disposition of residential units is essential to the establishment and welfare of the Subdivision as an ongoing residential community. In order that such work may be completed and the Subdivision be established as a fully occupied residential community as soon as possible, nothing in this Declaration shall be understood or construed to:

(a) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from doing on any part or parts of the Subdivision owned or controlled by Declarant or Declarant's transferees or their representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work;

(b) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from constructing and maintaining on any part or parts of the Subdivision property owned or controlled by Declarant, Declarant's transferees, or their representatives such structures as may be reasonably necessary for the completion of such work, the establishment of the Subdivision as a residential community, and the disposition of Homesites by sale, lease, or otherwise;

(c) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from conducting on any part or parts of the Subdivision property owned or controlled by Declarant or Declarant's transferees or their representatives, the business of completing such work, of establishing the Subdivision as a residential community, and of disposing of Homesites by sale, lease, or otherwise; or

(d) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from maintaining such sign or signs on any of the Homesites owned or controlled by any of them as may be necessary in connection with the sale, lease or other disposition of subdivision Homesites.

As used in this section, the words "its transferees" specifically exclude purchasers of Homesites improved with completed residences.

Section 18. No unauthorized person may enter onto any wildlife preserve set forth within the areas designated as such in the Development Order entered into in connection with the Villages of Sumter, a Development of Regional Impact, or as it may be amended from time to time.

Section 19. Each Owner shall ensure that any construction on the Homesite complies with the construction plans for the surface water management system pursuant to Chapter 40D-4, F.A.C., approved and on file with the Southwest Florida Water Management District (SWFWMD). No Owner of the property within the Subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, buffer areas, and upland conservation areas described in the approved permit and recorded plat of the Subdivision, unless prior approval is received from the SWFWMD pursuant to Chapter 40D-4, F.A.C.

Section 20. Except as originally constructed by the Declarant, no driveways, walkways, cartpaths or access shall be located on or permitted on any road right-of-way, walkway or cartpath.

Section 21. Temporary parking depicted on the plat of the Subdivision is not for Owner's use but is for the use of Owner's invitees and guests.

Section 22. In an effort to protect limited natural resources, all Homesites shall remain finished with the same quantity and style of water-conservative, drought-tolerant sod and landscape as originally provided by the Declarant. Notwithstanding, Owners are encouraged to and may add landscape that is more water-conservative and drought-tolerant than originally provided, however, any such alterations to areas visible from roadways or golf courses must receive prior written approval from Declarant.

ARTICLE VI. WATER RESOURCES

Water Resources. In order to preserve, conserve and efficiently utilize precious water resources, all Homes within the Subdivision have been designed and constructed with two completely separate water systems. One system provides strictly irrigation water and the other system provides potable water for drinking and all other uses.

Section 1. Potable water and wastewater utility systems. All Homes will contain modern plumbing facilities connected to the wastewater and potable water systems provided by Central Sumter Utility Company, LLC its successors and assigns ("CSU"). Upon acquiring any interest as an Owner of a Homesite in the Subdivision, each Owner hereby agrees to pay for water and sewer services provided by CSU. The charges for such services shall be billed and paid on a monthly basis. Private wells are prohibited.

Section 2. Irrigation Water Utility Systems. The Sumter Water Conservation Authority, LLC, its successors and assigns ("SWCA"), is the provider of all irrigation water within the Subdivision. Upon acquiring any interest as an Owner of a Homesite in the Subdivision, each Owner hereby agrees to pay for irrigation water services provided by SWCA. The charges for such services shall be billed and paid on a monthly basis. Owners are prohibited from utilizing or constructing private wells or other sources of irrigation water within the Subdivision. Potable water may not be used for irrigation, except that supplemental irrigation with potable water is limited to annuals and the isolated treatment of heat stressed areas. All supplemental irrigation utilizing potable water must be done with a hose with an automatic shutoff nozzle. Use of sprinklers on a hose connection is not permitted.

(i) **Irrigation Use Only.** The irrigation water provided by SWCA is suitable for irrigation purposes only. The irrigation water can not be used for human or pet consumption, bathing, washing, car washing or any other use except for irrigation. Owners covenants to ensure that no one on the Homesite uses irrigation water for any non-irrigation purpose. The Owner agrees to indemnify and hold the Declarant, SWCA, and their officers, directors, and related entities harmless from any injury or damage resulting in whole or in part from the use of irrigation water or the irrigation system prohibited by Article VI.

(ii) **Operation of the Irrigation System.** The irrigation water distribution system is not a water on demand system. Upon purchasing a Home from Declarant, Owner will receive a schedule of dates and times during which irrigation water service will be available for the Homesite ("Irrigation Water Service Schedule"). The Irrigation Water Service Schedule shall continue unaltered until such time as Owner is notified of changes to the Irrigation Water Service Schedule with Owner's monthly bill for irrigation water service or otherwise. The Irrigation Water Service Schedule shall be determined solely by SWCA, based upon many factors including environmental concerns and conditions, recent precipitation, and any water restrictions that may be instituted.

The Owner of the Homesite shall regulate the irrigation water service to the Homesite and will be responsible for complying with the Irrigation Water Service Schedule. If Owner repeatedly fails to comply with the Irrigation Water Service Schedule, SWCA may enter onto the Homesite, over and upon easements hereby reserved in favor of SWCA, and install a control valve to compel Owner's compliance with the Irrigation Water Service Schedule, with all costs related thereto being charged to Owner.

If new landscaping is installed on a Homesite, the Owner may allow additional irrigation water service at the Homesite to supplement the Irrigation Water Service Schedule ("Supplemental Irrigation Water Service"), during the grow-in period, which is typically thirty (30) days. Supplemental Irrigation Water Service at a Homesite may not exceed thirty (30) minutes of irrigation water service per day, during the grow-in period, in addition to the Irrigation Water Service Schedule. SWCA reserves the right to suspend Supplemental Irrigation Water Service at Homesites. Unless the Owner is notified of suspension or termination of the Supplemental Irrigation Water Service, Owner need not notify SWCA of their intention to utilize Supplemental Irrigation Water Service.

(iii) **Ownership and Maintenance.** The Owner of a Homesite shall own and maintain the irrigation water distribution system downstream from the water meter measuring the amount of irrigation water supplied to the Homesite. SWCA shall own and maintain the irrigation water supply system upstream from, and including, the water meter measuring the amount of irrigation water supplied to the Homesite (the "SWCA Water Supply System"). Prior to commencing any underground activity which could damage the SWCA Water Supply System, the Owner shall contact SWCA to determine the location of the SWCA Water Supply System. Any damage to the SWCA Water Supply System shall be repaired by SWCA at the sole cost of the Owner.

(iv) **Identification of Irrigation System.** The irrigation water distribution pipes are color-coded for identification with Pantone Purple 522C, which is lavender in color, or a similar colorant. Owner hereby covenants and agrees not to paint any portion of the Owner's Irrigation System so as to obscure the color-coding.

ARTICLE VII. OWNER'S OBLIGATIONS OF MAINTENANCE AND REPAIR

Section 1. Maintenance Obligations.

(a) **Home, Homesite and adjoining areas.** Subject to these restrictions, each Owner shall, at his sole cost and expense, repair his residence, other than as otherwise provided for herein, keeping the same in condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear. Each Homesite Owner shall be responsible for maintaining in a mowed, edged, neat and clean manner:

- (i) that portion of his Homesite not subject to side yard or driveway easements.
- (ii) his side yard easement area, driveway easement area and driveway, whether on his Homesite or on an adjacent Homesite, reserved area, or dedicated area.
- (iii) the unpaved area between an adjacent roadway or walkway located in the road right of way and the Owner's Homesite.
- (iv) Owners of Homesites subject to a Special Easement for Landscaping, as shown on the Plat or described in Article IV above, shall perpetually maintain the vegetation located thereon, consistent with good horticultural practice. No owner of a Homesite which is subject to a Special Easement for Landscaping shall take any action to prevent the Landscaped Buffer from complying with those provisions of the City of Wildwood Subdivision regulations requiring Landscaped Buffer areas.

(b) **Walls, Fences and Gates.** Owners shall be responsible for all wall and fence maintenance not assumed by the District in ARTICLE II. Section 1. Subject to these restrictions each Owner shall paint and keep clean all fences and walls. The gate on the gate fence or wall shall be maintained by the Owner enjoying the use of the adjacent side yard area. Owners shall be responsible for maintenance and repair of the structural integrity of all walls

and fences serving the Owners' Homesites whether on the Owner's Homesite or on an adjacent Homesite, reserved area, or dedicated area. Where a wall or fence serves more than one Homesite, the cost of maintaining and repairing the structural integrity of the wall or fence shall be shared among the respective Owners served by such wall. In addition, the Owners of Homesites 30, 36, 53, 78, 79, 83, 84, 88, 89, 93, 94, 99, 100, 107, 114, 115, 118, 119, 123, 124, 127, 129, 130, 136, 137, 145, 146, 151, 152, 157, 158, 162, 166, 167, 171 and 182 shall clean and paint the exterior portion of the wall or fence upon their Homesites facing the adjoining road right of way or parking area. The Owners of Homesites 30, 31, 53 and 54 shall also clean and paint the interior portion of the security wall or fence upon and adjacent to the Homesites and shall mow and maintain in a neat and clean manner, the area located between such Owners Homesites and the centerline of the unpaved right of way adjoining such Homesites. Owners of Homesites on the perimeter of the Subdivision who must maintain the exterior of the fence on their Homesites are encouraged to do so in a cooperative and uniform manner with other adjacent Homesite Owners so as to present to the public a uniform well maintained appearance of the Subdivision as a whole.

All gates, walls and fences must be of a uniform color and type of paint. Owners intending to paint must contact the Declarant or the District for paint specifications.

Section 2. If an Owner does not adhere to the above regulations, then the work may be performed on behalf of the Owner by the Declarant, but the Declarant shall not be obligated to perform such work, and the cost shall be charged to the Owner.

ARTICLE VIII. OWNER'S OBLIGATION TO REBUILD

If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof, with all due diligence, to rebuild repair, or reconstruct such residence and walls in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within two (2) months after the damage occurs, and shall be completed within six (6) months after the damage occurs, unless prevented by governmental authority. Such reconstruction is subject to the provisions of these restrictions.

ARTICLE IX. PARKING RESTRICTIONS

No Owner of a Homesite shall park, store, or keep any vehicle except wholly within his driveway, garage or other non-visitor parking spaces. No truck in excess of 3/4 ton, camper, boat, trailer, or aircraft, or any vehicle other than a private non-commercial vehicle may be parked in a parking space except a boat may be kept in the garage with the garage door closed. No Owner of a Homesite shall repair or restore any motor vehicle, boat, trailer, aircraft, or other vehicle on any portion of any Homesite, or on dedicated or reserved areas, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility.

ARTICLE X. ARCHITECTURAL CONTROL

Section 1. Alterations, additions, and Improvements of Residences. No Owner, other than Declarant or its transferees, shall make any structural alteration, or shall undertake any exterior repainting or repair of, or addition to his residence, which would substantially alter the exterior appearance thereof, without the prior written approval of the plans and specifications therefor by the Declarant or an architectural review committee appointed by the Declarant. The Declarant or an architectural review committee designated by the Declarant shall grant its approval only in the event the proposed work (a) will benefit and enhance the entire Subdivision in a manner generally consistent with the plan of development thereof and (b) complies with the construction plans for the surface water management system pursuant to Chapter 40 D-4, F.A.C., approved and on file with the Southwest Florida Water Management District. All Fences and Walls must be of a uniform color and type of paint. Owners intending to paint their fence walls must contact the Declarant or the District for paint specifications.

Section 2. Waiver and Release. When a building or other structure has been erected or its construction substantially advanced and the building is located on any Homesite or building plot in a manner that constitutes a violation of these covenants and restrictions, the Declarant or an architectural review committee appointed by the Declarant may release the Homesite or building plot, or parts of it, from any part of the covenants and restrictions that are violated. The Declarant or the architectural review committee shall not give such a release except for a violation that it determines to be a minor or insubstantial violation in its sole judgment.

ARTICLE XI. GENERAL PROVISIONS

Section 1. Water Features. Owner recognizes that lakes, ponds, basins, retention and detention areas, marsh areas or other water related areas (hereafter, "Water Features") within or outside of the Subdivision are designed to detain, or retain stormwater runoff and are not necessarily recharged by springs, creeks, rivers or other bodies of water. In many instances, the Water Features are designed to retain more water than may exist from ordinary rainstorms in order to accommodate major flood events. The level of water contained within such Water Features at any given time is also subject to naturally occurring events such as drought, floods, or excessive rain. Owner acknowledges that from time to time there may be no water in a Water Feature and that no representation has been made that the water depth or height will be at any particular level.

Section 2. Enforcement. All Owners shall have the right and duty to prosecute in proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, conditions or restrictions, either to prevent him or them from so doing, or to recover damages or any property charges for such violation. The cost of such proceedings, including a reasonable attorney's fee, shall be paid by the party losing said suit. In addition, the Declarant shall also have the right but not the duty to enforce any such covenants, conditions or restrictions as though Declarant were the Owner of the Homesite, including the right to recover reasonable attorney's fees and costs. Declarant may assign its right to enforce these covenants, conditions or reservations and to recover reasonable attorney's fees and costs to a person, committee, or governmental entity.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 4. Amendments. Covenants and restrictions of this Declaration may be amended by duly recording an instrument executed and acknowledged by the Declarant.

Section 5. Subordination. No breach of any of the conditions herein contained or reentry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the Subdivision or any Homesite therein; provided, however, that such conditions shall be binding on any Owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

Section 6. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant, or any Owner until the first day of January 2044 (except as elsewhere herein expressly provided otherwise). After the first day of January 2044, said covenants, restrictions, reservations and servitudes shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the Declarant or his assignee shall be recorded, which instrument shall alter, amend, enlarge, extend or repeal, in whole or in part, said covenants, restrictions, reservations and servitude.

EXECUTED this 13th day of January, 2014.

Signed Sealed and Delivered
in the presence of:

Laci Wenk

Print Name: Laci Wenk

Meg Mosher

Print Name: Meg Mosher

THE VILLAGES OF LAKE-SUMTER, INC.

By: [Signature]
John R. Grant, Vice President

Address of The Villages of Lake-Sumter, Inc.:
1020 Lake Sumter Landing, The Villages, FL 32162

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing was acknowledged before me this day 13th of January, 2014, by **John R. Grant** as Vice President and on behalf of THE VILLAGES OF LAKE-SUMTER, INC., a Florida corporation, who is personally known to me and who did not take an oath.

Laci Wenk

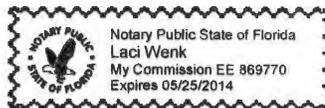
NOTARY PUBLIC - STATE OF FLORIDA

Printed Name: Laci Wenk

My Commission Expires: 5/25/14

Serial/Commission Number: EE 869770

[SEAL]



THIS INSTRUMENT PREPARED BY:

Erick D. Langenbrunner, Esq./lw
McLin Burnsed
P.O. Box 1299
The Villages, Florida 32158-1299

RETURN TO:

Martin L. Dzuro, PSM
Grant & Dzuro
990 Old Mill Run
The Villages, Florida 32162

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

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

Approval of Ordinance O2014-01.

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, 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' followed by a stylized flourish.

Jason McHugh
Development Services Coordinator

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

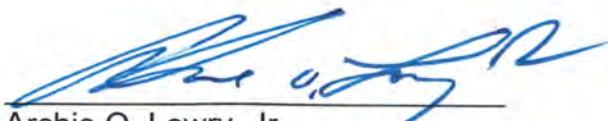
The case below was heard on Tuesday, January 7th, 2014, by the Special Magistrate. The applicant seeks a small scale comprehensive plan amendment from County Agricultural to City Low Density Residential (LDR) on 1.5 +/- acres. The site is generally located to the southwest of the intersection of C-466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

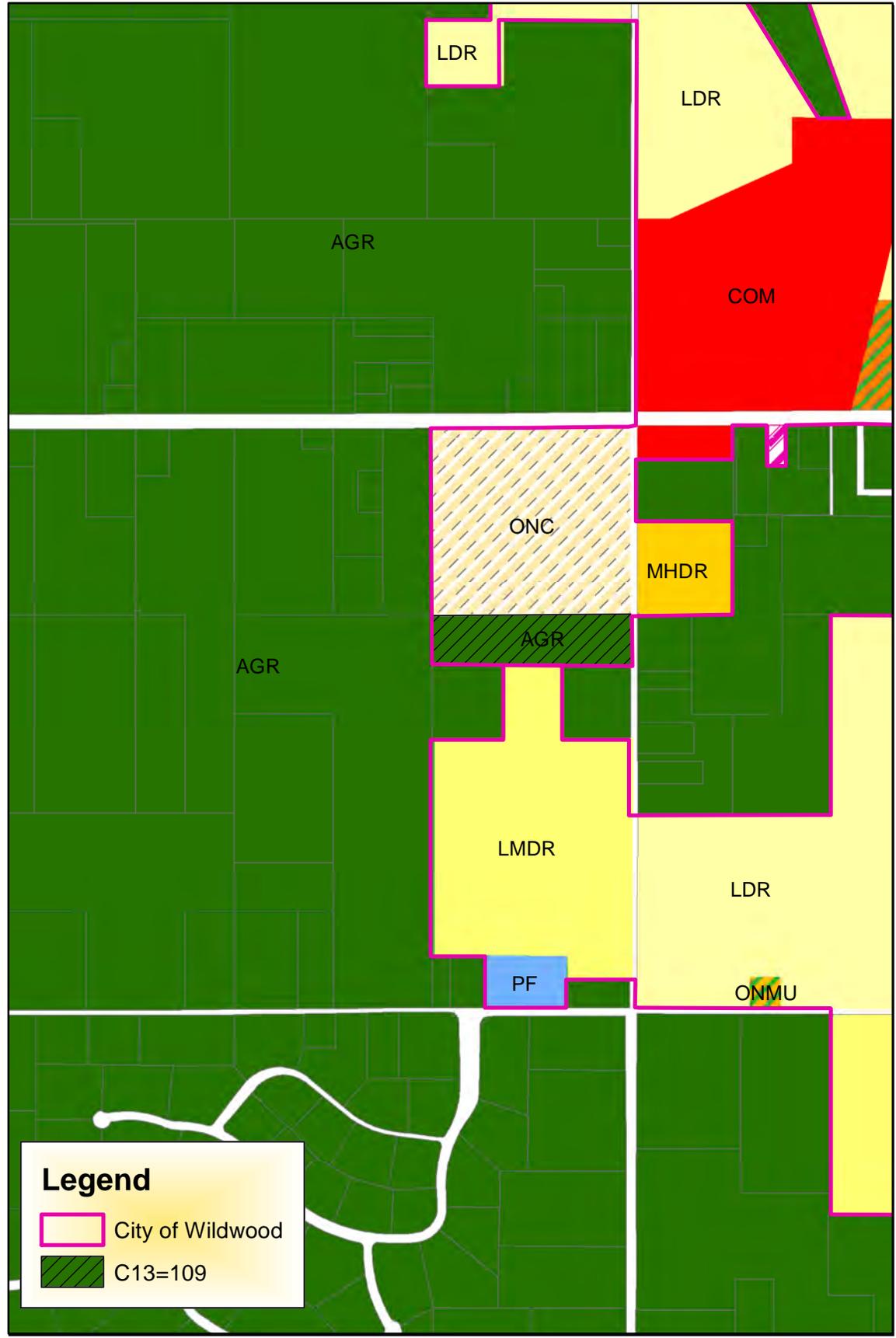
Under subsection 1.7(C) of the Land Development Regulations (LDRs), the Planning and Zoning Board/Special Magistrate as Local Planning Agency has a duty to make a recommendation to the City Commission on all proposed comprehensive plan amendments in accordance with the procedure outlined in subsection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



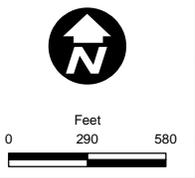
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Legend

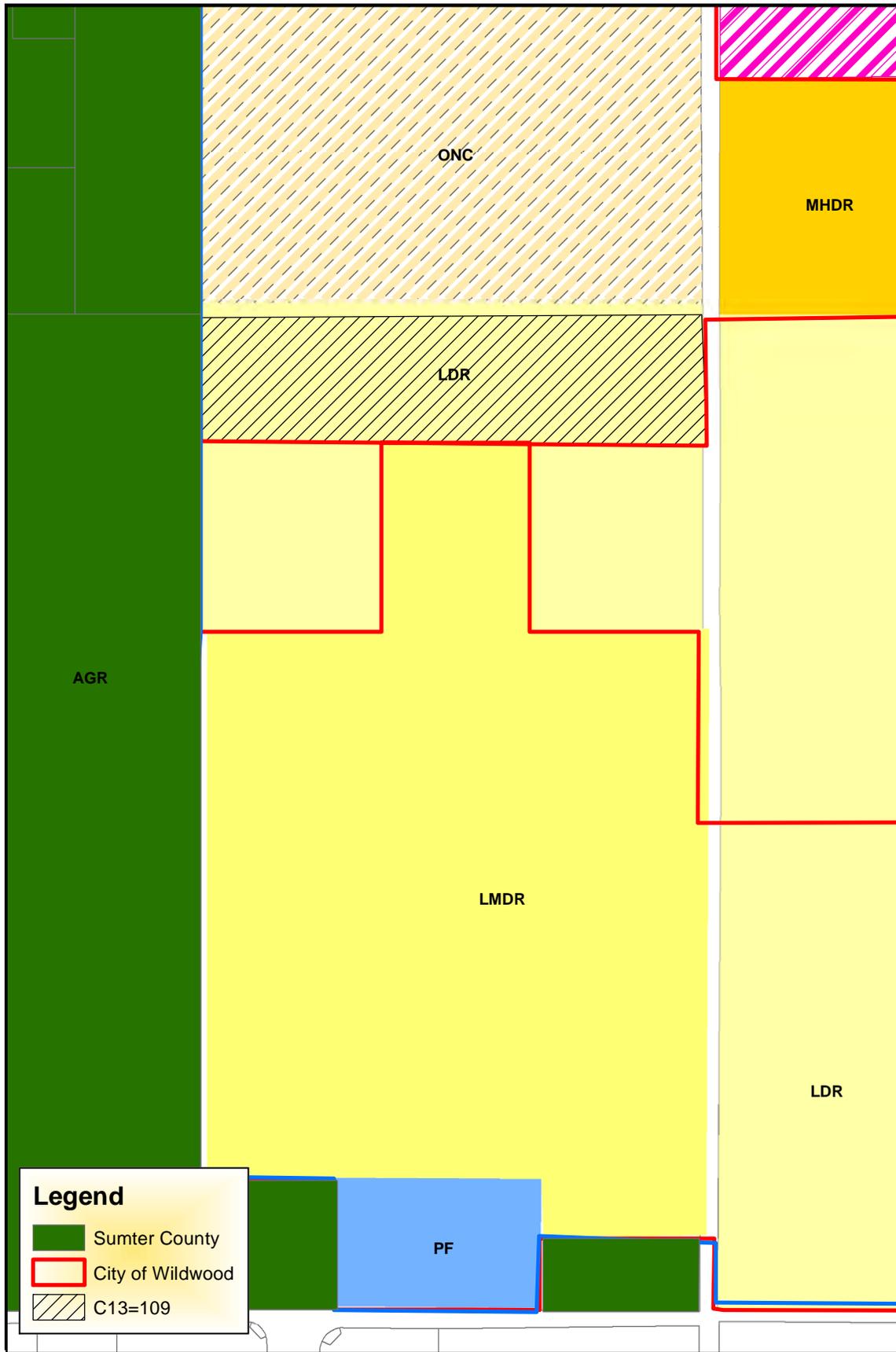
- City of Wildwood
- C13=109



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



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



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Legend

-  Sumter County
-  City of Wildwood
-  C13=109

	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 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:

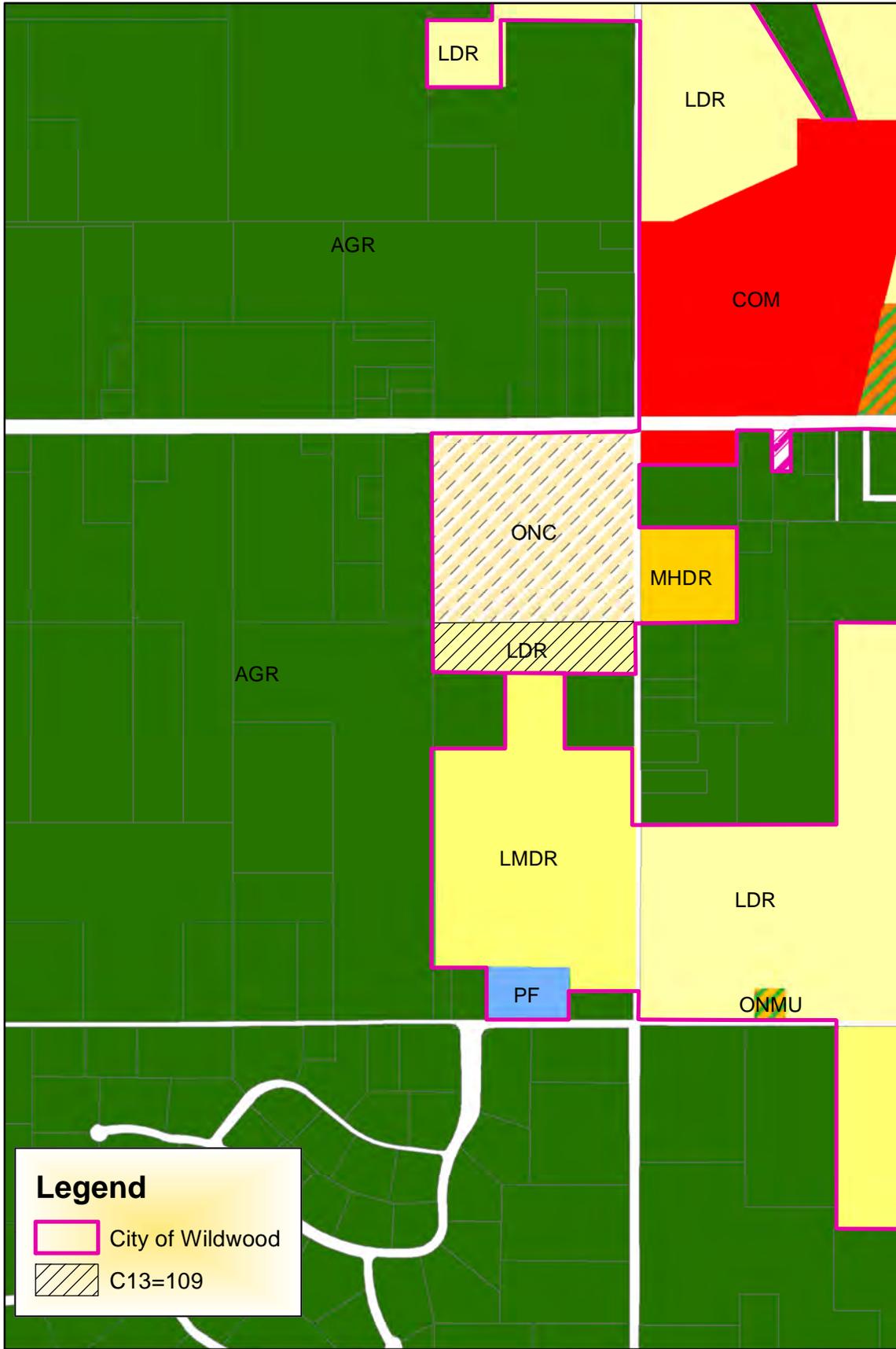
Ashley Hunt, City Attorney

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

Approval of Ordinance O2014-02.

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		

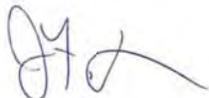
HISTORY/FACTS/ISSUES:

The applicant, 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

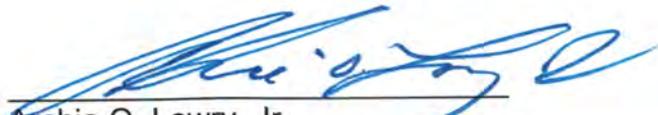
The case below was heard on Tuesday, January 7th, 2014 by the Special Magistrate. The applicant seeks approval and favorable recommendation from the City of Wildwood Planning and Zoning Board/Special Magistrate for a Zoning Map Amendment from County "A-5" (Agricultural 5 acres per house) to City "R-1: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

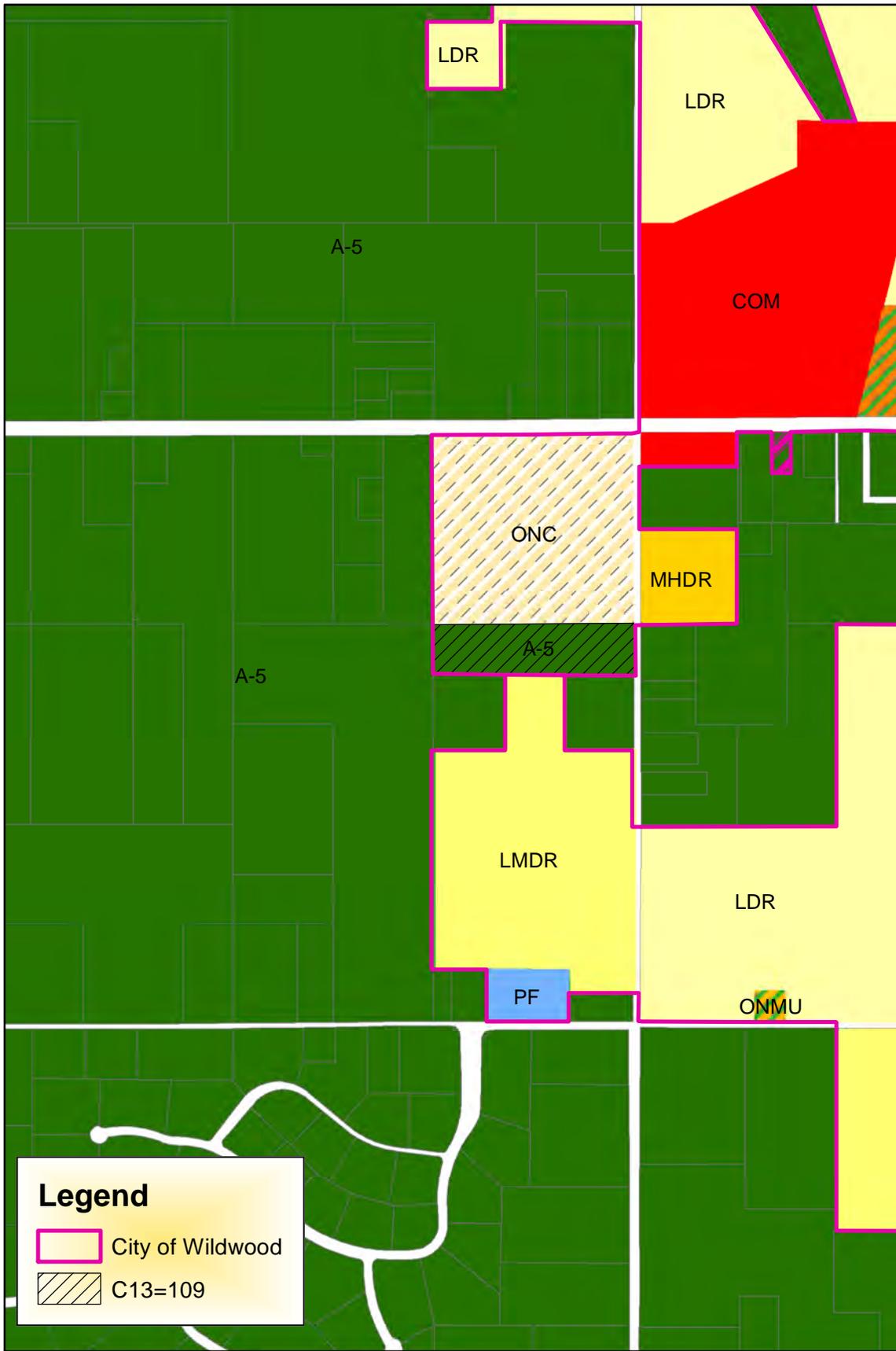
Under subsections 1.7(B)(2) and 3.3(B)(3) of the Land Development Regulations (LDRs), the Planning and Zoning Board/Special Magistrate has a duty to make a recommendation to the City Commission on all proposed zoning amendments in accordance with the procedure outlined in subsection 1.14 (B)(3) and the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

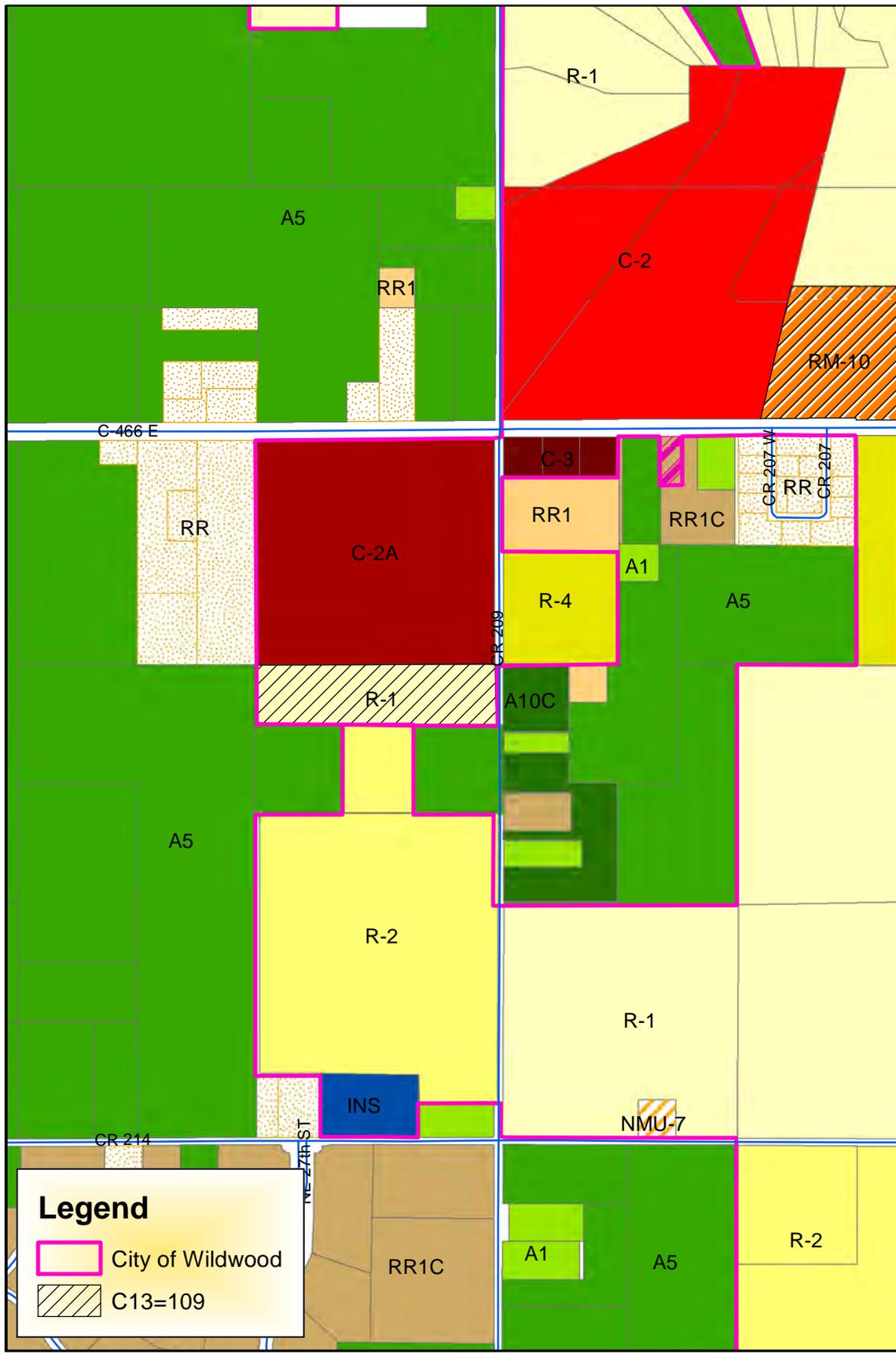
Ashley Hunt, City Attorney

Ordinance O2014-02

“Exhibit A”

C13=109 (Acorn 209 Parcel)

Proposed Zoning Map Designation



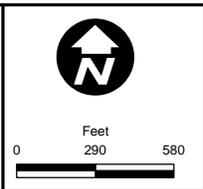
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Legend

- City of Wildwood
- C13=109



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



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:

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 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

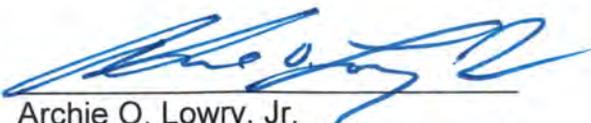
Owner: Kent W. Markley and Pamela Markley, co-trustees of the Kent W. Markley Trust

Applicant: Kent Markley

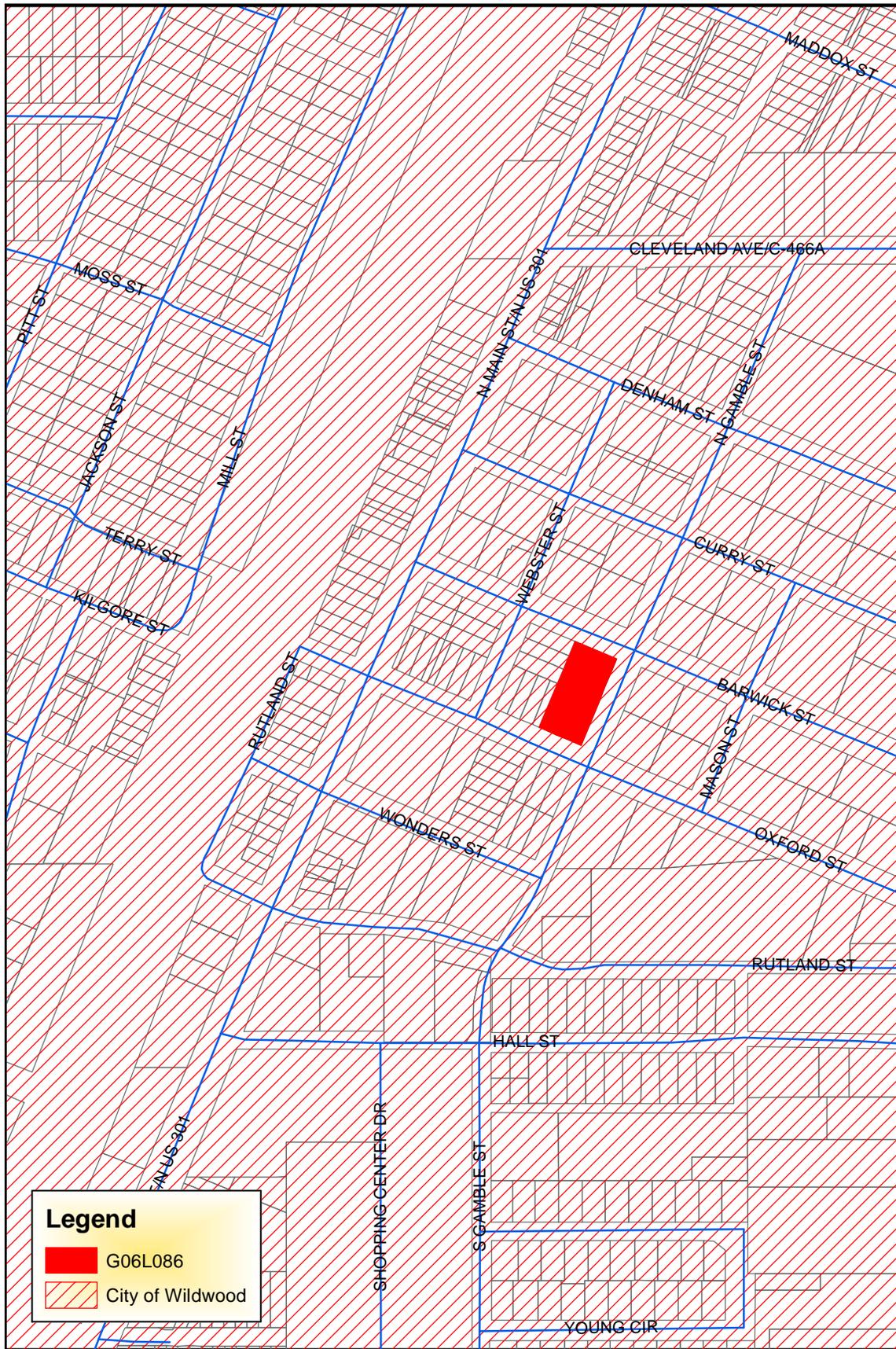
Under subsection 1.7(C) of the Land Development Regulations (LDRs), the Planning and Zoning Board/Special Magistrate as Local Planning Agency has a duty to make a recommendation to the City Commission on all proposed comprehensive plan amendments in accordance with the procedure outlined in subsection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



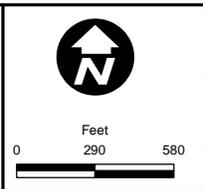
Archie O. Lowry, Jr.
Special Magistrate City of Wildwood



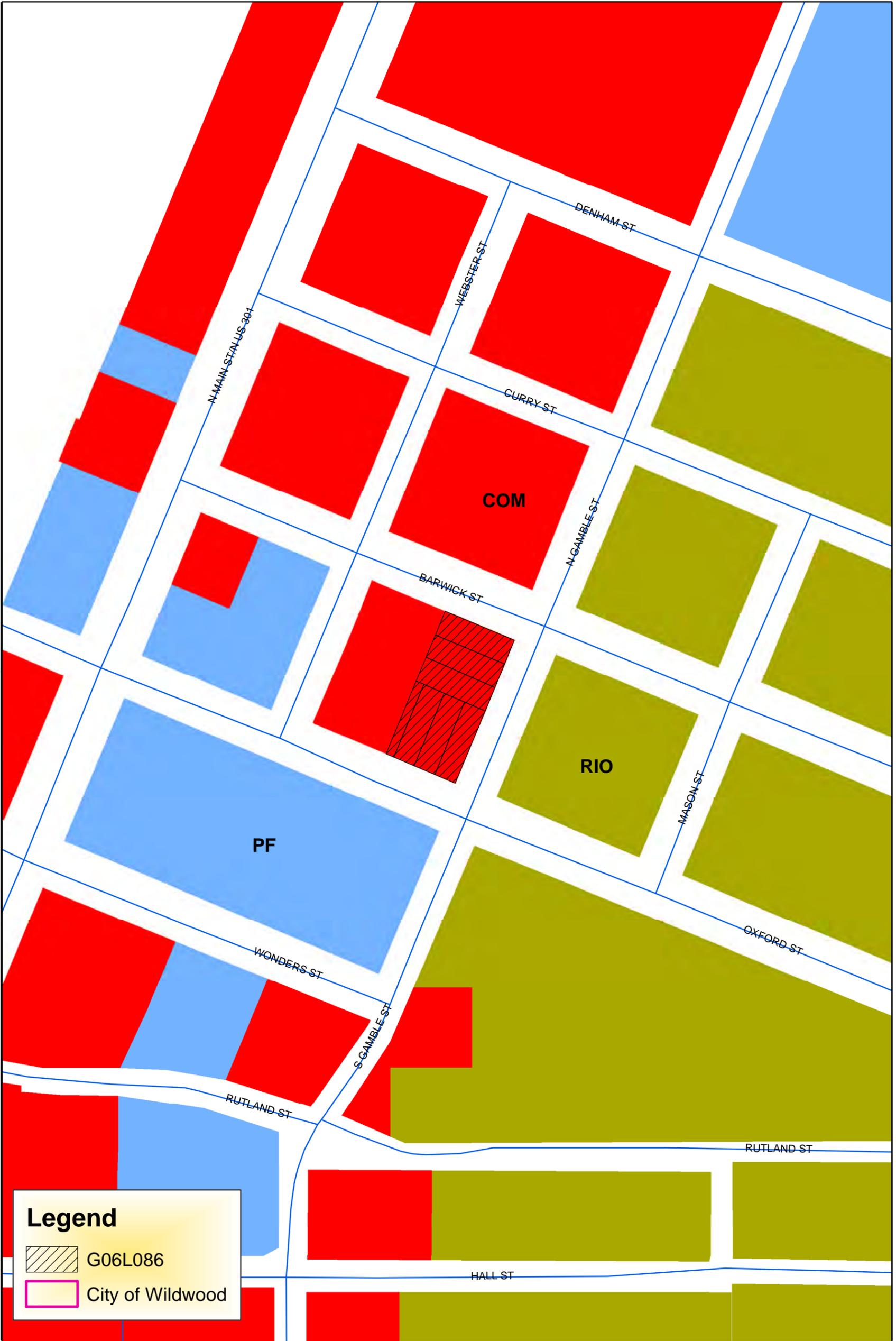
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City of Wildwood
100 North Main Street
Wildwood, FL 34485
Phone: (352) 330-1330
www.wildwood-fl.gov



PIN G06L086 MARKLEY PROPERTY	
WILDWOOD, FLORIDA	
DECEMBER 2013	LOCATION MAP



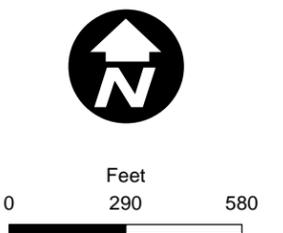
Legend

- 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:

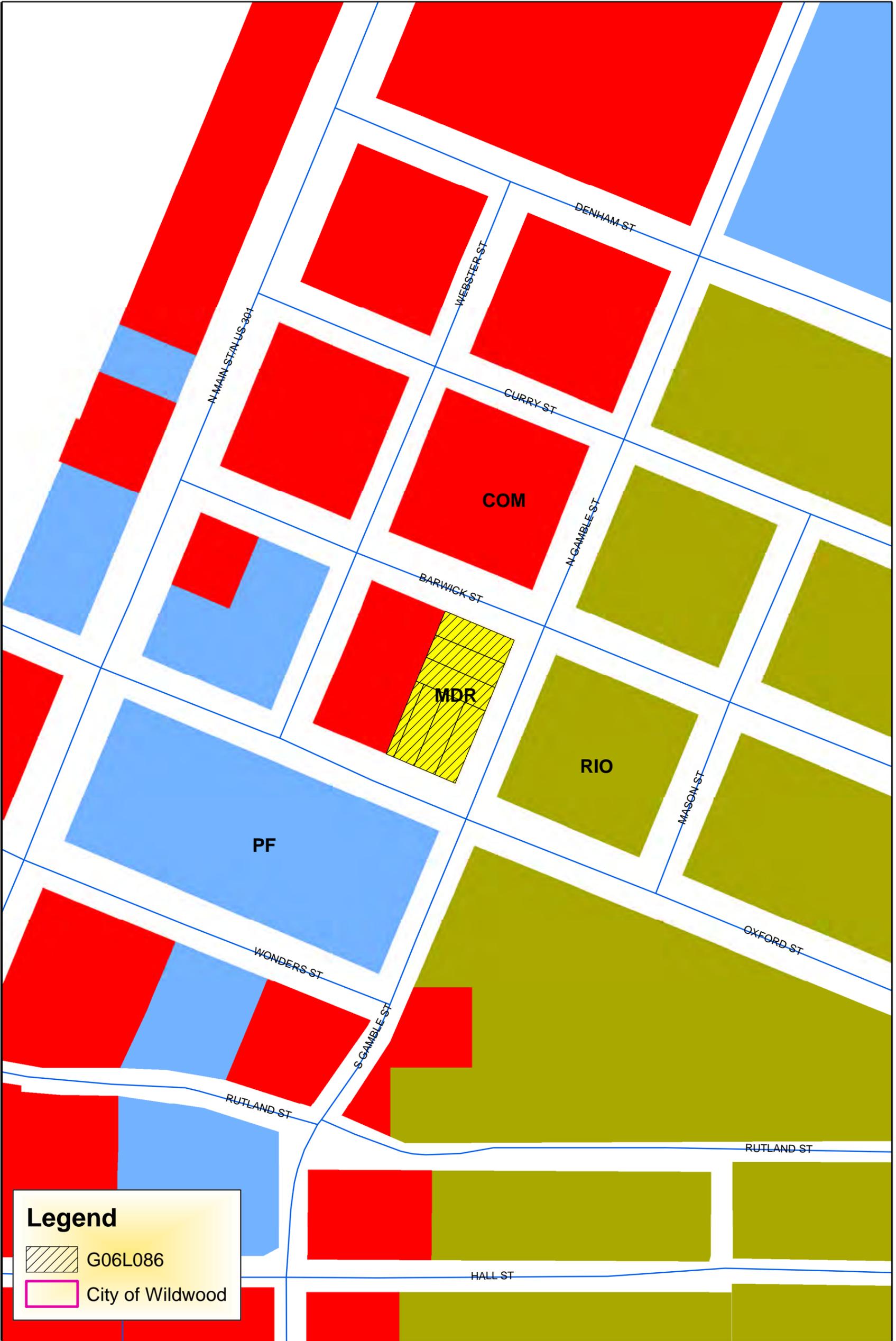
Ashley Hunt, City Attorney

Ordinance O2014-03

“Exhibit A”

G06L086 (Markley)

Proposed Future Land Use Map Designation



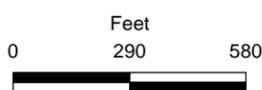
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Legend

-  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

REQUESTED ACTION: Approval of Ordinance O2014-04.

<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		

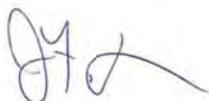
HISTORY/FACTS/ISSUES:

The applicant, 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

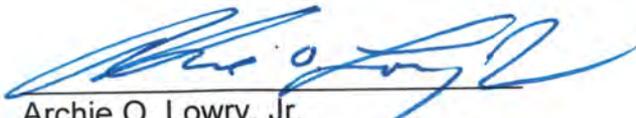
Owner: Kent W. Markley and Pamela Markley, co-trustees of the Kent W. Markley Trust

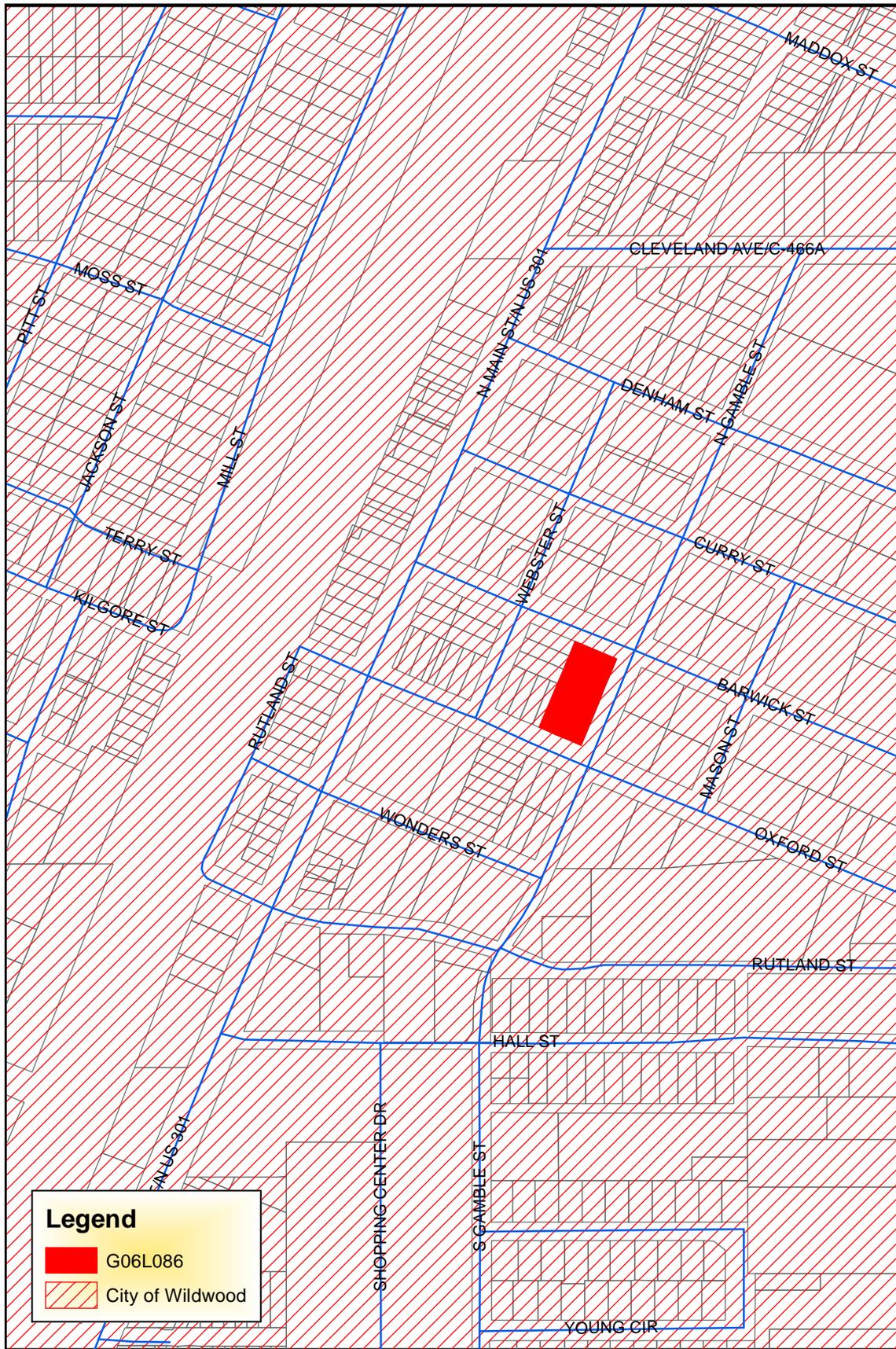
Applicant: Kent Markley

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

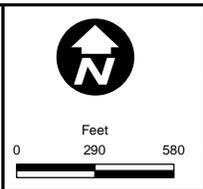

Archie O. Lowry, Jr.
Special Magistrate City of Wildwood



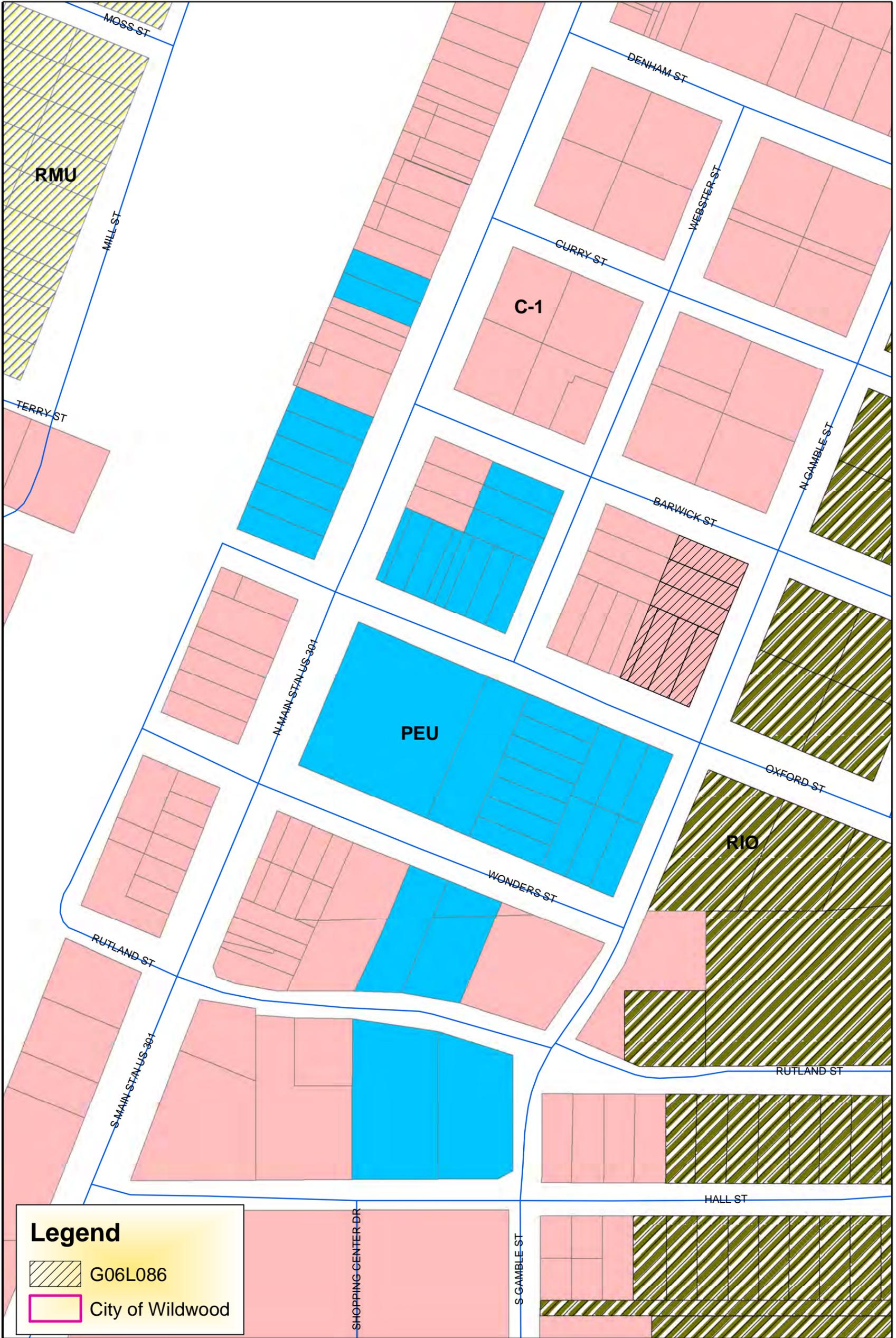
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City of Wildwood
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PIN G06L086 MARKLEY PROPERTY	
WILDWOOD, FLORIDA	
DECEMBER 2013	LOCATION MAP



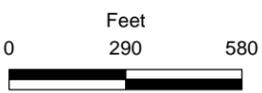
I:\Terr\GIS\Maps\Existing & Proposed Zoning\Existing Zoning - Markley.mxd - 12/16/2013 2:31:20 PM - toneal

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:

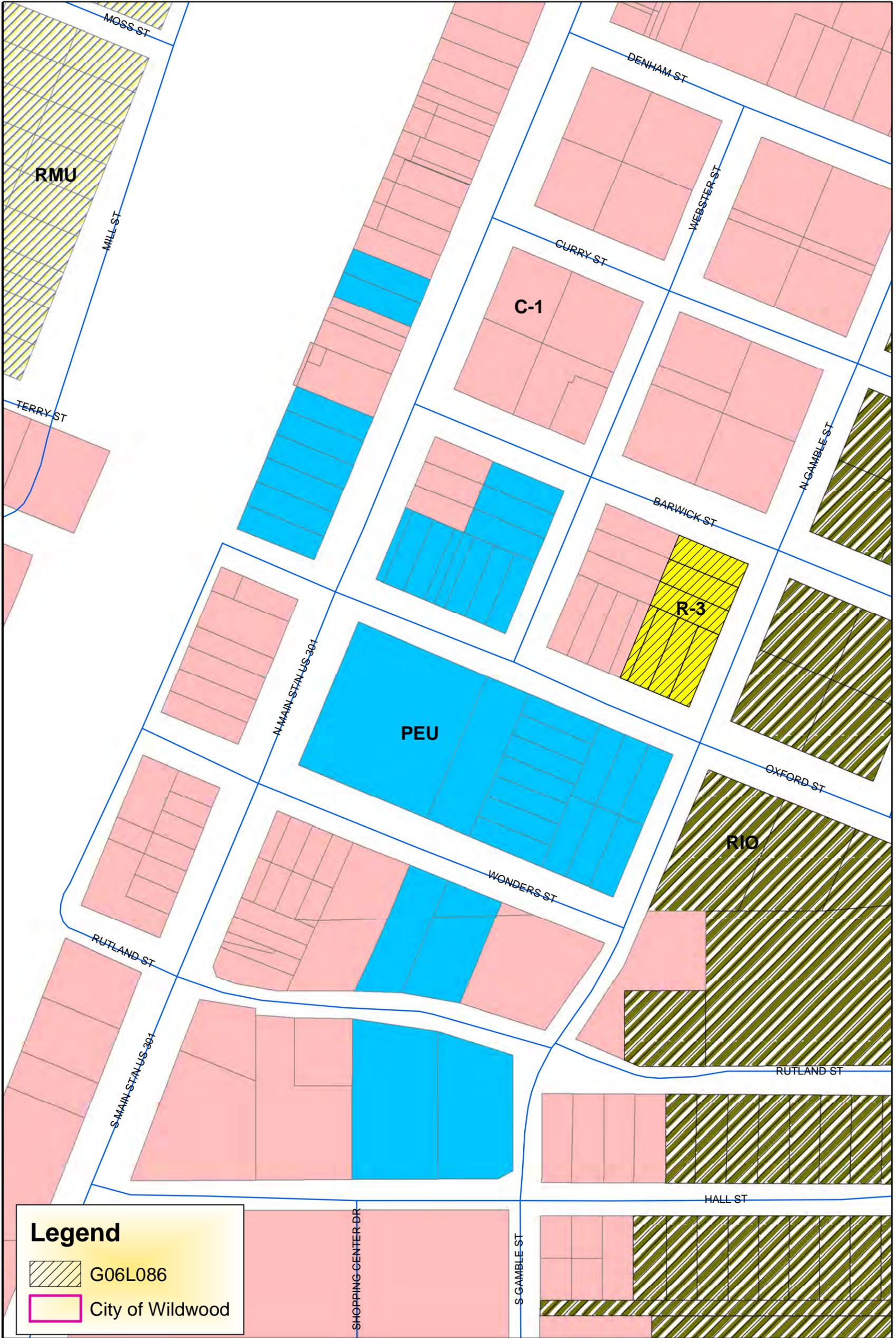
Ashley Hunt, City Attorney

Ordinance O2014-04

“Exhibit A”

G06L086 (Markley)

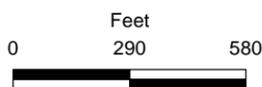
Proposed Zoning Map Designation



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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

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

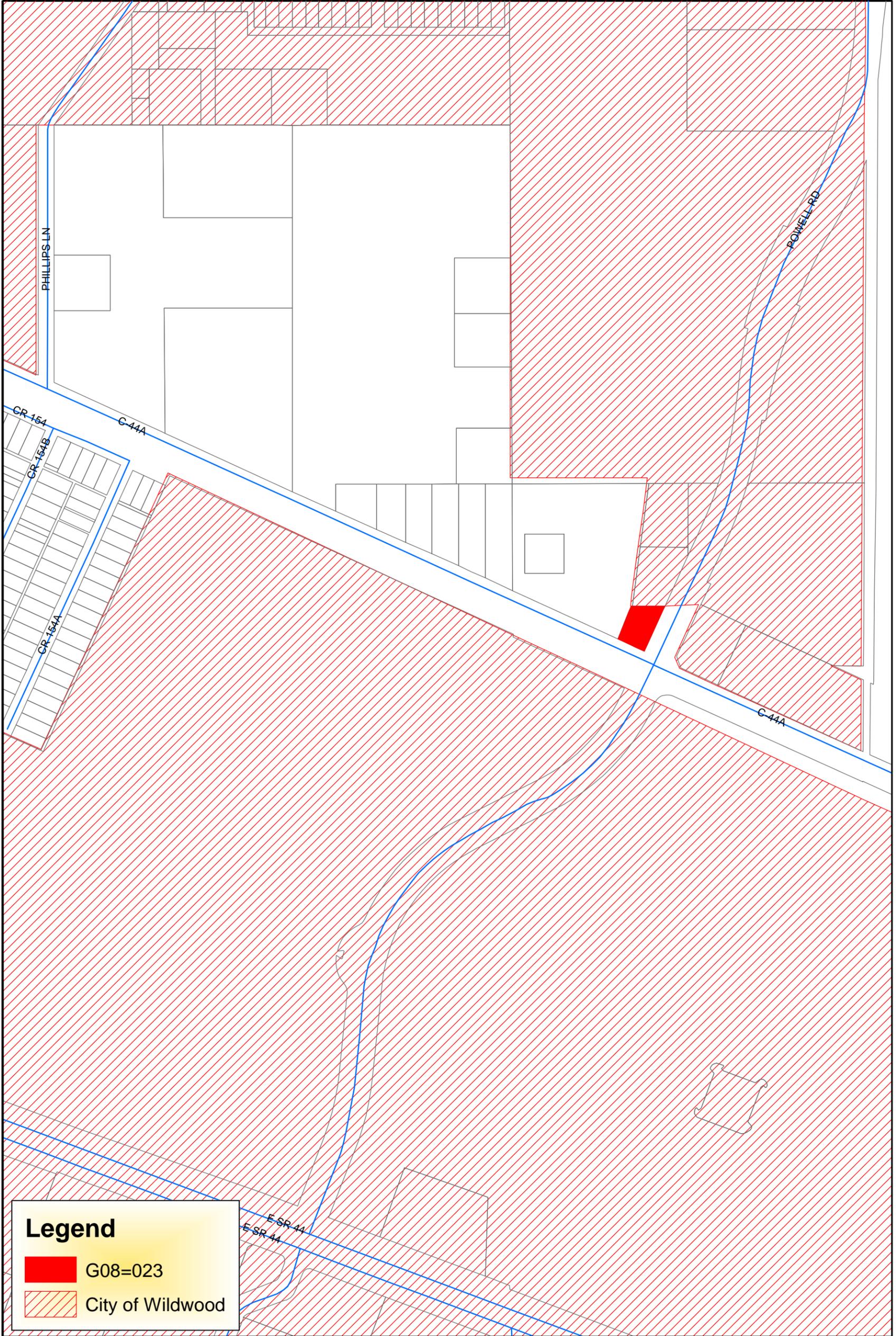
First Reading: _____

Second Reading: _____

Approved as to form:

Ashley Hunt, City Attorney

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



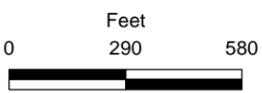
Legend

- 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

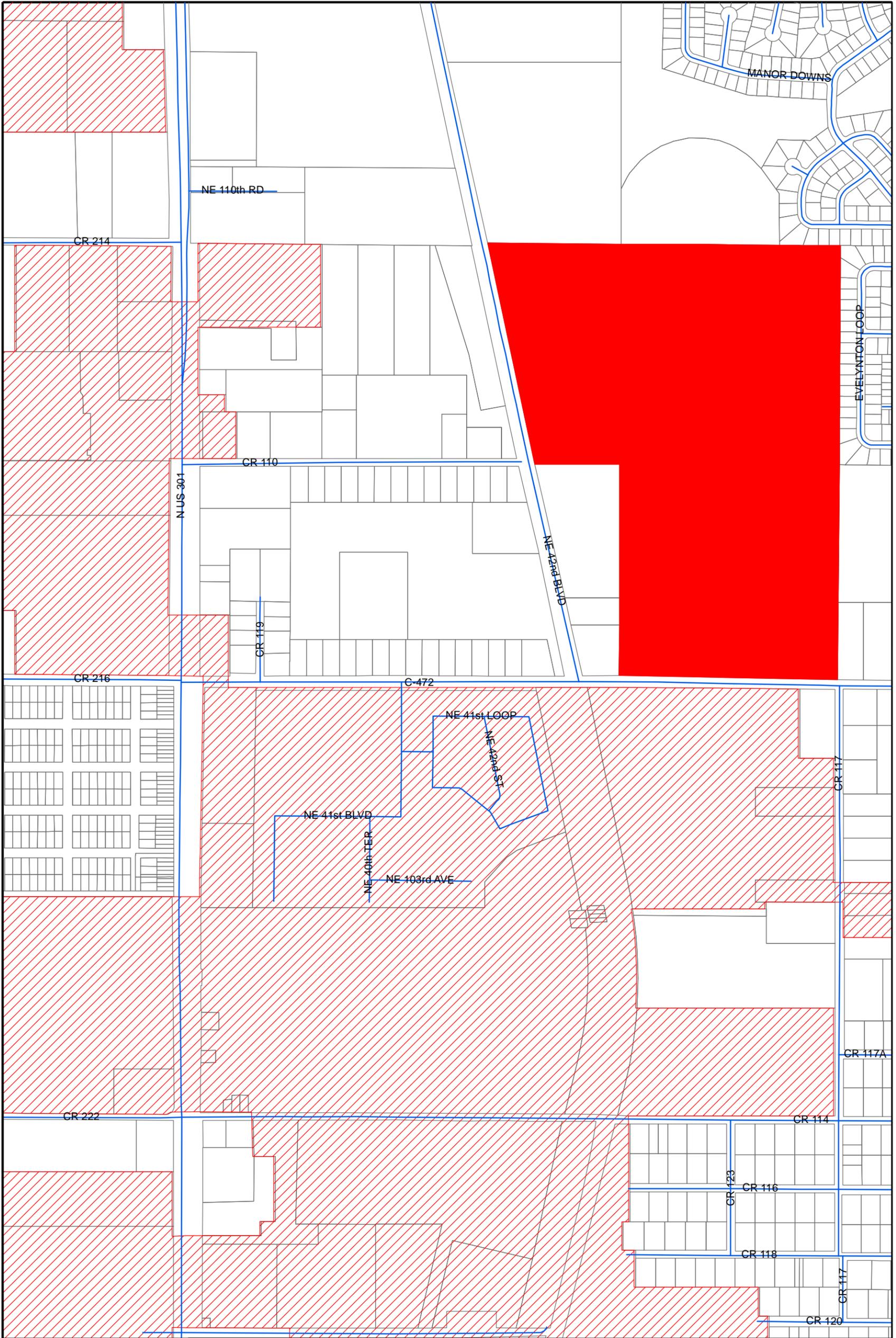
First Reading: _____

Second Reading: _____

Approved as to form:

Ashley Hunt, City Attorney

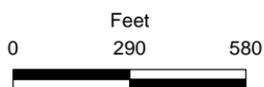
Ordinance O2014-07
“Exhibit A”
Wicker/Lambert Property Annexation
Location Map



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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

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 <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: _____
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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 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 _____

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

\$0 _____

Contract Price prior to this Change Order:

\$ 1,021,500.00 _____

[Increase] [Decrease] of this Change Order:

\$16,200.00 _____

Contract Price incorporating this Change Order:

\$1,005,300.00 _____

Original Contract Times: Working days x 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. _____:

Substantial completion (days): 0 _____

Ready for final payment (days): 0 _____

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:

Substantial completion (days or date): 0 _____

Ready for final payment (days or date): 0 _____

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

CITY OF WILDWOOD

CITY COMMISSION REPORT Commission Meeting Date: Jan. 27, 2014

Subject: Kimley-Horn and Associates, Inc. (KHA) Individual Project Order (IPO) Number 27

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

Department: Utility Department

Staff Recommendation (Motion Ready): Recommend approval of IPO No. 27 in the amount of \$16,600.00 for the design and permitting of an 8" water main extension to serve the Turkey Run development.

BACKGROUND:

- Turkey Run is a planned single family development located west and south of CR 468.
- The development will have 94 single family lots.
- The City is supplying the development with water and wastewater services.

FINDING, CONCLUSIONS AND RECOMMENDATIONS:

FINDINGS:

- The existing water system is a dead end line and therefore cannot provide the required fire flow.
- Looping the distribution system is required to provide the necessary fire flow.

CONCLUSIONS:

- KHA has modeled the system with a new 8" water main from the Providence development to St. Vincent Catholic Church and has determined this extension is required to meet fire flow requirements.

LEGAL REVIEW:

- A copy of the IPO has been forwarded to the City Attorney for his review.

RECOMMENDATIONS:

- Staff recommends approval of IPO No. 27 in the amount of \$16,600.

FISCAL IMPACT:

- Project shall be funded from the Water System TIE Fees account with a balance of \$261,390.09 as of December 31, 2013.

ALTERNATIVES:

- None, project is required to adequately serve the proposed development with potable water including fire protection.

SUPPORT MATERIAL:

- Copy of KHA IPO #27.

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INDIVIDUAL PROJECT ORDER NUMBER 27
January 10, 2014

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

Identification of Project:

Project: C462 Water Main Extension

Client: City of Wildwood

General Category of Services:

The City intends to construct an 8" potable water main extension within the C462 right of way from the existing dead end at the St. Vincent Catholic Church to the Turkey Run development driveway, and approximate distance of 2,400 feet. This segment will loop the water distribution system in this area and provide increased fire flows for the expected residential developments in the area.

No survey services are included in this agreement, as Kimley-Horn assumes that Sumter County will allow the City of Wildwood to utilize the right of way survey data obtained for the C462 widening plans.

Construction phase administration (bidding services, field inspections, etc.) are not included in this Agreement, but may be procured by a separate Agreement if requested by the City.

Specific Scope of Basic Services:

Task 1 – Design Services

- A. Kimley-Horn will prepare construction plans, specifications, and an opinion of probable cost for the water main extensions, force main extensions and lift station construction described in the General Category of Services.
- B. Kimley-Horn will coordinate with utility owners identified by Sunshine One-Call to determine potential utility conflicts.
- C. Kimley-Horn will submit 30% and 100% plans, specifications, and an opinion of probable cost for the City's review.

Task 2 – Permitting Services

- A. Kimley-Horn will prepare and submit a Sumter County Right of Way Use permit for construction of the utility extensions within County right of way.
- B. Kimley-Horn will prepare and submit an "FDEP Notice of Intent to Use the General Permit for Construction of Water Main Extensions for PWSs" application as required for all new water main construction.
- C. All permit application fees will be paid by the City.

Additional Services if required:

Services requested that are not specifically included will be provided under a new and separate IPO agreement or can be performed on an hourly basis upon written authorization.

Schedule:

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

Method of Compensation:

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

Task	Description	Lump Sum Fee
Task 1	Design Services	\$13,500.00
Task 2	Permitting Services	\$3,100.00
Total:		\$16,600.00

Other Special Terms of Individual Project Order:

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

ACCEPTED:

THE CITY OF WILDWOOD, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY:  _____

Richard V. Busche, PE, CFM

TITLE: _____

TITLE: Vice President

DATE: _____

DATE: January 10, 2014

CITY OF WILDWOOD

CITY COMMISSION REPORT Commission Meeting Date: Jan. 27, 2014

Subject: Kimley-Horn and Associates, Inc. (KHA) Individual Project Order (IPO) Number 28

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

Department: Utility Department

Staff Recommendation (Motion Ready): Recommend approval of KHA IPO #28 in the amount of \$20,900.00 for the design and permitting of utility main relocates at the new CR 468 and Florida Turnpike interchange.

BACKGROUND:

- The Villages is required to construct a new interchange at CR 468 and the Turnpike.
- The design of the interchange has commenced.

FINDING, CONCLUSIONS AND RECOMMENDATIONS:

FINDINGS:

- The City has both a water main and wastewater force main that will require relocation for the construction of the new interchange.
- City staff and KHA have obtained permission for the Turnpike to utilize its survey data.

CONCLUSIONS:

- It is the City's financial responsibility to relocate these lines.

LEGAL REVIEW:

- A copy of KHA IPO #28 has been forwarded to the City Attorney for his review.

RECOMMENDATIONS:

- Staff recommends approval of IPO #28 in the amount of \$20,900.00.

FISCAL IMPACT:

- Project shall be funded from Sewer System TIE Fees account with an unencumbered balance of \$385,816.06 as of December 31, 2013.

ALTERNATIVES:

- None, City's Turnpike right of way utilization permit requires City's to relocate its utilities when in conflict with road work.

SUPPORT MATERIAL:

- Copy of KHA IPO #28

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**INDIVIDUAL PROJECT ORDER NUMBER 28
January 9, 2014**

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

Identification of Project:

Project: C468 Interchange Utility Relocations

Client: City of Wildwood

General Category of Services:

The Villages and Sumter County are designing and permitting a new interchange with off ramp improvements at the intersection of the Florida Turnpike and C468. As a result of the proposed improvements, the City of Wildwood will be required to relocate their existing utilities that are in conflict with the new interchange.

Under this Agreement Kimley-Horn will design and permit the utility relocations with the Florida Department of Environmental Protection (FDEP), Sumter County and the Florida Turnpike Authority (Turnpike).

No survey services are included in this Agreement due to the fact that Kimley-Horn understands that The Villages and Sumter County have agreed to make their base survey file information available to the City for the purposes of this project.

Because the timing of these improvements is not known for certain, bid administration and construction phase services are not included in this Agreement. A separate IPO will be prepared for those services at a later date if requested by the City.

The limits of the expected relocations are as follows:

1. Removal of approximately 2,000 linear feet of existing 6" and 14" force main on the east side of the Turnpike from approximate Station 7743+00 to 7763+00 and construction of a new single 14" force main in the same limits.
2. Removal of approximately 1,180 linear feet of 14" potable water main on the north side of C468 from approximate station 175+20 to 187+00 and construction of a new 14" water main in the same limits.

If during the course of design and permitting the scope of the project changes Kimley-Horn will amend and update this agreement prior to proceeding with any additional work.

Specific Scope of Basic Services:

Task 1 – Geotechnical Sub-consultant

- A. Kimley-Horn will utilize a geotechnical professional consultant to perform up to 10 soil borings (up to 5 feet deep each). The purpose of the borings is to establish soil quality for trenching and back fill requirements along with estimating unsuitable soil quantities.

Task 2 – Construction Plans, Specifications, and Permitting

- A. Kimley-Horn will prepare construction plans, specifications, and an opinion of probable cost for the utility main extensions/relocations.
- B. Kimley-Horn will coordinate with utility owners identified by Sunshine One-Call to determine potential utility conflicts.
- C. Kimley-Horn will submit 60% and 100% plans, specifications, and an opinion of probable cost for the City and Turnpike Authority review.

- D. Kimley-Horn will prepare an “FDEP Notice of Intent to Use the General Permit for Construction of Water Main Extensions for PWSs” application as required for all new water main construction.
- E. Kimley-Horn will prepare a submittal to FDEP to take the Okahumpka WTP offline.
- F. Kimley-Horn will prepare a Turnpike Authority right of way utility permit as required for the water main along the Florida Turnpike.
- G. All permit application fees will be paid by the City.

Additional Services if required:

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

- Additional design and/or permitting services not noted above,
- Bid Administration, Construction phase services, inspections, etc.
- Environmental services,

Schedule:

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

Method of Compensation:

The Engineer will complete the lump sum fees shown below inclusive of expenses. A breakdown of fee by task is as follows:

Task	Description	Lump Sum Fee
Task 1	Geotechnical Sub-consultant	\$2,400.00
Task 2	Construction Plans, Specifications, and Permitting	\$18,500.00
Total:		\$20,900.00

Other Special Terms of Individual Project Order:

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

ACCEPTED:

THE CITY OF WILDWOOD, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY:  _____

Richard V. Busche, PE, CFM

TITLE: _____

TITLE: Vice President

DATE: _____

DATE: January 9, 2014

CITY OF WILDWOOD

CITY COMMISSION REPORT Commission Meeting Date: Jan. 27, 2014

Subject: Cross-Connection Control and Backflow Prevention software

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

Department: Utility Department

Staff Recommendation (Motion Ready): Recommend approval to purchase cross-connection control and backflow prevention maintenance software from Tokay Software in the amount of \$6,630.00.

BACKGROUND:

- Chapter 62-555.360 of the Florida Administrative Code (FAC) requires the establishment of a Cross-Connection and Backflow Prevention program.
- The City Code of Ordinances, Chapter 19, Section 106 (b) provides for the adoption of a Cross-Connection and Backflow Prevention program.
- The City Commission on May 13, 2013 approved by Resolution No. R2013-05 A Cross-Connection and Backflow Prevention Manual (Manual).
- FAC chapter 62-555.360, City Code of Ordinances Chapter 10, Section 106 and the Manual require yearly testing of backflow prevention devices, notification of failures, notification of testing results and requirements for repairs.
- The City of Wildwood, during calendar year 2013, tested 1,031 backflow devices.
- Developments with separate irrigation systems or reuse (Lakeside Landing and Villages of Parkwood) are required to install Reduced Pressure Zone (RPZ) backflow devices on residential sites.

FINDING, CONCLUSIONS AND RECOMMENDATIONS:

FINDINGS:

- Maintenance of the testing and repair records has been completed by hand, the number of yearly tests and the coordination with the Fiscal Environmental Department is a very time consuming manual labor task.
- The Utility Department staff has been reviewing the capabilities of different cross-connection control and backflow prevention software:
 - Tokay Software, total cost with required options is \$6,630.00.
 - Requires a link to the water customer database.
 - Yearly Support fee is \$430.00.

- XC2 Software, LLC, total estimated cost is \$4,950.00 with To Be Determined cost for the large Meter Testing/Maintenance Module.
 - Add Hydrant Testing/Maintenance Module - \$750.00
 - Add Valve Exercising Module - \$610.00
 - Yearly support fee is 20% of product cost (\$1,112.00).
- Backflow Solutions, Inc. \$495.00/year plus \$12.95 for each backflow report submitted, this would equate to \$13,846/year based on the total number of devices tested in 2013.

CONCLUSIONS:

- Tokay Software is the best fit for the City’s present needs.
- XC2 Software, Inc., the price quote received was provided as “ranges” from low to a possible high. All components were subject to cost changes when the software was implemented.
- Backflow Solutions, Inc. is a web based software and did not provide the security that both Tokay and XC2 provided by being stand-alone programs.

Software	Capital Expense	Yearly Expense
Tokay	\$6,630.00	\$430.00
XC2	\$4,950.00	Est. \$1,112.00
Backflow Solutions, Inc.	\$495.00	\$13,846.00

LEGAL REVIEW:

- City Attorney has been provided a copy of the agreement supplied by Tokay.

RECOMMENDATIONS:

- Staff recommends approval of the purchase of Cross Connection Control software from Tokay Software at a cost of \$6,630.00.

FISCAL IMPACT:

- The FY 13/14 approved budget included \$5,000 for “Management software for cross-connection/backflow prevention” in account no. 0401 0036 0536 0460, Repair and Maintenance. The balance of the funding will be from the “Unrestricted Cash and Investment Fund”.

ALTERNATIVES:

- Go with one of the other two software packages, which is not recommended by staff.
- Continue with the same labor intensive process now in use.

SUPPORT MATERIAL:

- Tokay Software submittal.
- XC2 Software, LLC proposal.
- Backflow Solutions, Inc. proposal.

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PO Box 2439
Framingham, MA 01703
800-865-2965
F: 800-414-8459
www.tokay.com
cs@tokay.com

Date: December 6, 2013 Pages: 5
To: Shelley Martin City of Wildwood
From: Sue Brown sue@tokay.com

CROSS-CONNECTION CONTROL

Welcome to Tokay Software. We believe in **simplicity of use and comprehensive accomplishment**. After over twenty years of experience we have found that successful Cross-Connection Control programs are a result of rich data – organization – clear goals – and intelligent software with versatile data management tools.

The first component of a good backflow program is information. The program administrator needs to know where the water is going and how the water is being used. The second component is to make the information easily accessible in a comprehensive database designed for overseeing this specific task. The rules (your ordinances) will dictate how you run your backflow program. Your software should give you the tools and flexibility to carry out your program goals.

Most of our users have come to a shared understanding - to oversee water safety throughout the water distribution system all the water customers should be represented in the Cross-Connection Control database. We achieve this by **linking your backflow database with your water-customer** database. When we link the databases you know where the water is going and how it is being used. Your mailing addresses are always current. The integrity of the water records is never threatened because this is a remote link. The link keeps the names and addresses in your backflow database current; this insures short-term success and long-term viability.

- A. When you are overseeing an assembly-testing program, the software simplifies test date tracking, sending group notices and following up on non-compliance issues.
 - B. If your program includes site hazard assessment you can schedule site surveys and track findings and follow up on compliance. Or you can send your customers our self-survey form.
 - C. If you are actively engaged in getting new backflow assemblies installed the software will help you identify where they should be installed and oversee compliance - easily.
 - D. If your program requires a backflow device on every commercial connection you will be able to quickly determine if you have comprehensive coverage.
 - E. If your program includes reuse water we will mark those addresses that have reuse to insure the installation of a backflow assembly either on the domestic line or the reuse line (as dictated by your program).
- D. If you have additional, non-backflow related data you want to track the Navigator's flexibility and user customization capabilities will enable you to easily address your needs.
Successful Cross-Connection Control programs result from rich raw data – organization – clear goals – intelligent software and versatile data management tools.

Our Users Enjoy Their Software

The story is really quite simple - our users are happy because their software does what they need it to do and we actively support their efforts to oversee a good backflow prevention program.

- **We give you all the information you need on one screen** (no screen hopping).
- We give you meaningful data management tools and exceptional database management simplicity.
- You can schedule up to five activities for every address.
- You can generate notices from Microsoft Word or the Tokay word processor.
- Multiple report templates and a seamless link to **Excel** enable you to generate summary reports.
- Our support is courteous, dependable and successful. Our user support is widely considered the best in the industry.
- Tokay Software is **100% Microsoft**. All icons and tool bars and navigational roadways match all standard Microsoft applications. The result is a very short learning curve.
- We can convert your data from your current record keeping system and we can link your backflow database to your water customer database.
- **We focus on education**. We use certified teachers and unlimited free phone training sessions to insure every users success. Our on-going support continues to guide you to a successful program.

We are invested in software that effectively meets all of your backflow program's tracking and planning needs. And support that meets your data management needs.

About Us

We are a small but mighty company. Backflow prevention has been our focus since 1986. Our main office is outside Boston, MA. We are open from 8 a.m. EST through 5 p.m. PST, Monday through Thursday (and on Friday until 3 p.m. EST). We have thousands of users in 47 states, Europe, Asia, Australia, and Canada. We are all about good software and comfortable, competent users. We look forward to working with you.

Investment

When you purchase Tokay Software you join our community of users. You benefit from the experience of many backflow prevention professionals in your state and around the country. When you are a Tokay user your software is always evolving. We add new features on a monthly basis; they are easily available by downloading from our website.

We have the most comprehensive user support agreement in the industry. We put your training needs above all else. We support our users throughout the learning curve and beyond. We help you understand how to make your data work for you. Comfortable, competent users are our best references. We don't just know this - we invest the time to make it happen.

Live Web Tour

We strongly suggest you allow us to give you a live web tour of today's software (good software is always evolving). A live web tour will enable us to answer your questions and demonstrate the strengths of the application.



Quotation: City of Wildwood

NAVIGATOR - Maximum Number of Assemblies 2000	\$ 2,950
Support Single user – annual and optional (3 months included in purchase)	<u>430</u>
Total:	\$ 3,380

Suggested Option

Link – data link to water customer database	1,800
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- Or -

Expanded Link	2,200
- Link to water customers and automate several data management steps	
- Refer to Option descriptions on the following page for more details	

<i>Optional – Data Review, pre-link – not required</i>	300
- A detailed review of the data submitted as a component of the link setup	
- Please see the options page for more details	

Additional Option

Data Conversion - backflow prevention records in Excel Database – one sheet	750
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Date: December 6, 2013
Quotation: Valid for 60 days
Terms: Net 10 days
Prepared By: Sue Brown

Note: Ease of use is paramount, as is documentation but what really divides the Tokay Navigator from other software applications is the user training and the user tools. We give you the data management tools you need to review your data, modify your data and truly understand the story your data can tell you.

OPTION DESCRIPTIONS

Link

We populate the backflow database with the water customer database and we link the two databases for continued updating. The mailing addresses and company names in the backflow database remain current without manual data entry. New water connections are added to the backflow database and marked for your convenience. The integrity of the water records can never be compromised.

- Populate the backflow software with the water customer records.
- Update the backflow records - your names and addresses will remain current.
- New water connections are electronically added to the backflow records (and marked).
- Changes in water usage are flagged for your attention.
- Manual address updating is eliminated.
- Duplicate mailing costs are eliminated.
- Your backflow program data remains viable for the future.
- The data link works with all billing software.
- You will be able to track potential cross-connections and existing cross-connections.

EXPANDED LINK

If you **do not** require a backflow assembly be tested if the building is vacant or the water is turned off this link option may be very helpful. The Expanded Link is the standard link plus several automated steps that are driven by your water service status. If the water service is inactive the expanded link will remove the test due date and re-insert a new test due date when and if the water service goes active. *If this is of interest contact us for more details.*

LINK - DATA REVIEW

The data specifications we provide are highly detailed. We are happy to answer any questions you or your IT staff may have concerning the link, the data and/or the data specifications.

A data review is a detailed review of the data you submit as a component of the link setup. If we identify issues (errors, mistakes and/or omissions) we will make you aware of them. You will have the opportunity to address these issues and revise the data file before we ship the software. A data review is optional.

If you would like us to review the content of the water customer file, when we setup the link, please include the Data Review option in your order.

CONVERSION

- Your data is converted from the current backflow prevention record keeping system.

SOFTWARE TRAINING

- Remote or standard phone training is free of charge and always available.
- Phone training is included in your purchase and your software agreement.
- All users have access to unlimited training at any time.

SUPPORT

- All users are supported under one, annual support agreement.
- A designated technical support contact person *is not* required.
- Phone training sessions are free and unlimited for all users.
- Toll-free telephone and e-mail support is available for all users.
- Free technical updates (downloadable from our website)
- Technical updates are free and downloadable from our website.
- New version upgrades are free and downloadable from our website (same platform).
- **Three months of support is included in the purchase.**

SETUP AND TRAINING WORKSHOP

All backflow prevention programs benefit from a Setup & Training Workshop. Our on-site Workshops are a gift of time - time that allows the group to focus on backflow prevention and the needs of your specific field program. In this way we can help you setup the most efficient, effective program possible.

- Install the Software
- Test the data
- Streamline the backflow program administration methods
- Customize the Navigator software to optimally serve system needs
- Customize report content and delivery
- Train users to make effective use of the new system

Setup & Training Workshop - 3 days – on-site

\$ 6,900

ADDITIONAL OPTIONS – *Contact us for more details*

- Navigator Web Test Data Entry
- Tokay SQL for Cross-Connection Control

Note

We are invested in software that effectively meets all of your backflow program's tracking and planning needs. We are equally invested in support that meets your data management needs as well as your technical needs.

SOFTWARE/HARDWARE SPECIFICATIONS

Hardware Requirements

First released in 1999, the Navigator is full featured, time and user tested.

The Visual Studio front-end is a data-centric, object-oriented language utilizing a Microsoft Visual FoxPro database back-end. The Navigator program is typically installed on each workstation. The data is stored on an existing file server. None of the application needs to be installed on the file server.

What do the system requirements mean?

The minimum hardware spec is about defining the kind of computer that an average user needs to have in order to have an acceptable experience performing typical tasks. This means tasks like adding test results or printing reports. You should also be able to comfortably run two applications simultaneously.

SOFTWARE/HARDWARE SPECIFICATIONS

If you're purchasing a new computer, it can run The Navigator.

If you have a computer with a multi-core processor, it can run The Navigator faster.

As you might expect, more intensive tasks benefit from fast chips, more RAM, or speedy hard drives, and newer hardware makes everyday tasks faster – but the hardware requirements aren't about making the Navigator blazing fast, or about running several applications at once. They're simply about getting typical tasks done.

A lot of other pieces of software carry both "minimum" and "recommended" hardware requirements, and you might be wondering why Tokay doesn't have "recommended" requirements for the Navigator. The reason for this is that customers have told us that understanding hardware requirements can be confusing, and the difference in meaning between "minimum" and "recommended" requirements isn't all that clear. For example, if the minimum RAM requirement for a program is listed as 1 GB, but 2 GB is recommended, what does that really mean? Does the customer need 1 GB or 2 GB? By including minimums, we've tried to make the hardware requirements as clear as possible.

Workstations:	Minimum	Better
Processor	Pentium 4 - 2 GHz	Pentium 4 - 3+ GHz
RAM	1 GB	2 GB
Disk Space	100 MB	100 MB
Network	100 Mbps	1000 Mbps

File Server:	Minimum	Better
Disk Space	1 GB	(depends on # of records)
Network	100 Mbps	1000 Mbps

Operating System*:	32-bit	64-bit
Workstation	Windows 7 Windows XP	Windows 7
File Server	Windows XP Windows 7 Windows Server 2003 R2 Windows Server 2008	Windows 7 Windows Server 2003 R2 Windows Server 2008

*Latest service packs required.

There is no minimum requirement for a graphics processor.

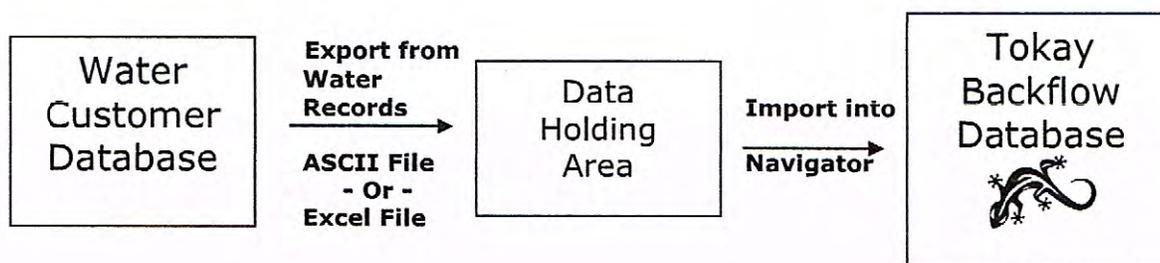
We support:

- Windows 7 Professional
- Windows 7 Enterprise
- Windows 7 Ultimate



Broad Overview of the Tokay Data Link

The data is extracted from the water customer database and into a holding area until the Navigator software user 'requests' this data. When the user runs the link the data is exported from the holding area and imported into the Navigator software. The Navigator matches up the incoming records with the existing records. When a match is located (using a non-changing link field - i.e. account # or location id #, etc.) the Navigator data is updated (on those fields that are linked or 'feed' from water records). Monthly (weekly or daily) updating keeps the backflow database current.



- 1) The data is exported from the water records and then imported into the backflow records, there is no possible way the water records can ever be compromised.
- 2) The file (text file) is a template. Your IT staff creates the template. The template is then loaded with the most current water customer records. The data is uploaded to our website along with a data structure and code descriptions (if applicable).
- 3) We populate the Tokay Navigator with the data and we program the template into the Navigator for continued updating. Your IT people feed the original template new data on a systematic basis. The Tokay Navigator user can run the update link to the new data file whenever it is convenient.
- 4) When the user wishes to update the backflow records he/she checks the update box on the login screen. The Navigator looks for the new data file. The Navigator matches the key number in both databases. The Tokay Navigator data fields that are linked to the water customer database are updated with any changes that may have occurred since the last time you ran the link.
- 5) The Navigator marks all records that are new to the backflow records. It will also mark records that have had a change in company name (i.e. the bookstore is now a photo lab).

Two Data Links are Available - a Standard Tokay Data Link or an Expanded Tokay Data Link:



Tokay Expanded Link with Automatic Water Service Status Update

Water Service Inactive - No Device Test Required If you **do not** require a test for assemblies installed on inactive water services or vacant buildings and you want to halt the test due notices until the water service is active and the building is no longer active then the expanded link will meet your needs and save you time and money.

Water Service Is Off

- a. Mark the water service as Inactive
- b. Mark the date the service was turned off/closed
- c. Mark the device status as Inactive (for services with a backflow assembly installed)
- d. Remove the test due date (if one exists)

Water turned off → Test Due Notices Halted

Water Service is Re-activated/Turned On

- a. Mark the water service active
- b. Mark the date the service was activated
- c. Update the device status to Installed (for services with a backflow assembly installed)
- d. Input a test due date * 60 days in the future (for services with a backflow assembly installed)
- e. This will ensure the capture of this device in the next mailing

Note to the Programmer - To Program an Expanded Link We Need:

- a. A shutoff status marker
- b. A shutoff status date
- c. A unique identifier for each water service (at each address)

If you have a marker for both the water service and the water customer include both in the file.

Include the details for all fields and markers (codes) in the data structure. Please send the data structure with the data file.



XC2 Update From Billing System Option

Keep Customer Mailing Information up to date with your Billing Software

Pricing is for a standard interface with XC2 and your billing system.
Pricing is dependent upon Consulting, Analysis, and Testing Required
See Update from Billing System - Standard Interface Guidelines

XC2-XX-UFB-01-STD	Manually Initiated Version -STANDARD- Estimate Only	\$1,300.00 - \$2,600.00
	Cost Dependent upon amount of consulting/testing required to verify a valid update file from your billing system	

Update From Billing System - Unique ID Population

XC2-XX-UFB-UID	Estimate Only	\$500-\$1000.00
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ASSUMES THAT YOU DO NOT HAVE THE UNIQUE ID IN YOUR CURRENT SYSTEM

If you do not have a "Unique Identifier" shared by both your utility billing system and your backflow data, this option will be necessary (unless you choose to enter the Unique ID by hand). If your utility billing system and your existing backflow data do in fact share a common unique ID, this option will not be necessary.

This process will populate your XC2 data with the Unique Site Identifier (Location ID) from your Utility Billing data so that this process will work. This uses address matching to populate the Unique ID. Matching will be dependent upon the "normalized" data in both systems. Typical Accuracy is 70-90%. All Addresses may not be populated if the data does not support it.

XC2 Convert Existing Data Option

DATA-CONVERT	ESTIMATE ONLY	\$500.00 - \$1,000.00
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Data Conversion/Import From Your Existing System
Cost Based Upon Structure of Your Existing Data and Which Items You Choose to Have Converted.
XC2 Will Need a Copy of Your Current Data in Its Entirety to Quote a Firm Price On Data Conversion.
NOTE: Data Conversion will only convert the data as it is in your current system.

Data conversion does not include "data cleanup" unless it is specifically contracted for and stated in the proposal. Any data cleanup that is required will incur additional cost unless previous stated otherwise.

We will convert the data that we are given. If the data given is not accurate, incomplete or in any other way requires additional work due to the quality, accuracy, completeness, consistency or otherwise, this will incur additional charges.

Please note: Anything NOT specifically stated or documented as being included as a feature or function of XC2 Software, may be not be included, or may be available at an additional cost or customization.

Annual Maintenance and Support Costs are based on 20% of the cost of products purchased (excludes data conversion, training).

NOTE: UPGRADES: Upgrades to existing software will increase your total maintenance/support renewal amount. Upgrades include a credit of 1 year of maintenance/support, however your renewal date for both existing and new software will be pro-rated to fall on the same date.

Note: All Pricing is based upon organization size or other factors, ie. service connections, # of tracked locations. Above Price Quote will be honored through: June 30, 2013. Thereafter, pricing may change without notice.



XC2 Software, LLC

122 Taylor Drive
Fairfax, CA 94930
800.761.4999 - 415.456.9200
FAX: 415.258.9561
info@xc2software.com

Proposal

Proposal Date:	May 1, 2013
Honored Through:	Jun 30, 2013
Terms:	NET 30
	New Customer

Quote For:

City of Wildwood, FL

XC2 Backflow Prevention Software Proposal

**Wildwood, FL
Bruce Phillips**

Revised: May 1, 2013

Code	Item	Price
<p><u>XC2® Client/Server-Backflow Prevention Management Software</u> IMPORTANT: Requires installation on a Server or Virtual Server Be sure to coordinate with your IT Dept. that you have the necessary hardware and resources. Server based program allows "Client" software to be installed on unlimited number of workstations. XC2 Server can be run as an application or as a Windows "Service" (See Following Pages For Full Description& System Requirements)</p>		
XC2-0X-BFP-XXX	Multi User/Multi Computer	\$3,650.00
<p><u>XC2® Single-User Backflow Prevention Management Software</u> Allows XC2 to be installed on a single computer or workstation. (See Following Pages For Full Description& System Requirements)</p>		
XC2-01-BFP-0500	Single-User / Single Computer	\$2,450.00
<p>XC2-XX-HYD-XXXX <u>XC2® Hydrant Testing/Maintenance Module Add On</u> \$750.00 Requires XC2 Backflow Single User or Multi User License (See Following Pages For Full Description& System Requirements)</p>		
<p>XC2-XX-MET-XXX <u>XC2® Meter Testing Module Add On</u> \$TBD Cost Dependent upon # of Meters to Track.</p> <p>The Meter Testing Module is intended for the testing of "Large" Meters Requires XC2 Backflow Single User or Multi User License (See Following Pages For Full Description& System Requirements)</p>		
<p>XC2-XX-VAL-XXXX <u>XC2® Valve Exercising /Maintenance Module Add On</u> \$610.00 Requires XC2 Backflow Single User or Multi User License (See Following Pages For Full Description& System Requirements)</p>		
<p><u>XC2 Data Synchronization Option</u> Requires Laptop or Tablet PC with Windows OS - Hardware not included (See Following Pages For Full Description& System Requirements)</p>		
XC2-SYNC-01-01	Set Up/1 Remote DataSync Licenses	\$2,500.00

****CONFIDENTIAL***

PROPOSAL AND PRICING DETAILS ARE CONFIDENTIAL AND NOT TO BE SHARED WITH ANY 3RD PARTY

Backflow Solutions, Inc.

BSI Online Program Summary

For over 15 years, BSI has been the country's leader in backflow management. To better assist municipalities, BSI has developed a revolutionary way to administer the mandated backflow tracking portions of a cross-connection control program. This program, called BSI Online, is a completely tester driven and environmentally friendly system. Better yet, BSI Online is NOT software that municipal staff must constantly update and maintain - i.e. NO time consuming data entry and NO expensive start up and support fees.

BSI Online eliminates the time needed to administer a tracking program, while allowing you to maintain complete control of your backflow program.

Here's how it works:

DATABASE SETUP

All existing backflow assemblies within your municipality will be added to the BSI Online database by BSI staff. This information is garnered from your existing database and past test reports, as well as any additional backflow data discovered during inspections and surveys.

TESTER MEETING

BSI will perform in initial tester meeting with all companies doing backflow testing in your community. This meeting is designed to train the tester as to how to submit test reports via the BSI Online system, answer any questions they may have and also to serve as a way to get to know all the local testing companies.

NOTIFICATIONS

BSI will send written notifications via U.S. Mail (postage paid, letters sent with your municipal logo) to water customers informing them of their backflow testing requirements. BSI Online sends multiple notices, which are all 100% customizable. To assist your water customers and increase compliance, BSI Online also includes the company name and contact information for the last tester of record on each notification. BSI will handle all returned mail, ensuring that each customer is properly notified. Lastly, we keep a detailed log of all notices sent, should the municipality ever need copies.

DATA ENTRY

All test reports for existing or replacement backflow assemblies are entered by the backflow tester via the BSI Online program. BSI Online requires all information to be filled in, eliminating incomplete test reports and automatically verifies whether the test is passing or failing per State standards. The system is easy to use and provides many benefits to the testing companies as well, such as email reminders and past history reports for their company.

TEST REPORT SUBMITTAL

The tester will pay a \$12.95 filing fee when submitting each backflow test report. As each report is successfully submitted, PDF copies of the report are automatically sent via email to both the municipality and the tester. The tester also receives a receipt via email detailing all test reports submitted.

continued on next page

Backflow Solutions, Inc.

BSI Online Program Summary

continued from page 1

SECURITY

BSI Online takes the security of your system very seriously. All customers are protected by an individual confirmation number that keeps their information private. Your data is backed up multiple times a day on separate, off site servers (which utilize the most up to date firewalls and system protections).

REPORTING

The municipality will have complete access into the system. Your data will always be accessible to you, and you will be able to view the backflow information for your customers, as well as track the companies working in your town. We have developed a comprehensive dashboard which will immediately allow you to view non-compliant customers, as well as a customizable reporting system which is constructed to fit your specific needs.

CONSULTING

BSI will provide consulting services to the municipality on all backflow related issues for the duration of the agreement. BSI will also provide representation/consulting during any inspections or inquiries from your local governing agency. BSI is comprised of industry experts willing to assist you in any way possible.

CUSTOMER SERVICE

BSI will handle all customer service issues and questions from water customers and testers via our 24 hour, 800 customer service number. This includes assistance with BSI Online, statutory and code questions, technical plumbing and fire protection questions, as well as general customer inquiries. Your customers will speak to a live, human being who can answer their questions, and will never be directed to automated menus.

**Total Cost for Tracking/Management
for the BSI Online Program: \$495.00 per year**

(includes both non-residential and residential connections, no limit as to the number of connections or backflow assemblies)

Summary:

The goal of BSI Online is to provide you with a comprehensive and budget friendly way to administer your backflow program. BSI Online provides extensive reporting features, GSI integration and allows you to maintain complete control of your program while taking advantage of BSI Online's capabilities and expertise.

Please contact us with any questions. We thank you for considering us and look forward to becoming a member of your community.

Sincerely,

Brad Stancampiano
Executive Vice President
Backflow Solutions Inc. BSI Online
www.bsiprograms.com
800.414.4990

CITY OF WILDWOOD

CITY COMMISSION REPORT Commission Meeting Date: Jan. 27, 2014

Subject: CR 209 Sanitary Lift Station

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

Department: Utility Department

Staff Recommendation (Motion Ready): Recommend approval to purchase two (2) flush valves from Xylem Water Solutions USA, Inc. in the amount of \$5,856.00.

BACKGROUND:

- The CR 209 lift station receives flow from all of the lift stations in the Oxford area.
- Several of these stations have grinder pumps which grind up any solids that may be collected.

FINDING, CONCLUSIONS AND RECOMMENDATIONS:

FINDINGS:

- The solids that are ground are suspended in the liquid and get caught up in the impellers in the pumps in the CR 209 station, resulting in staff having to pull the pumps and remove the deleterious material.
- Xylem Water Solutions, Inc. is the sole provider of Flight Pumps and flush valves for Flight pumps.

CONCLUSIONS:

- Flush vales create a “back wash” to clean the deleterious material from the pump impellers.
- Flush vales for this station were included in the approved in the 2013/2014 budget under Repair and Maintenance, account #0401 0036 0536 0460.

LEGAL REVIEW: N/A

RECOMMENDATIONS:

- Staff recommends approval of the purchase.

FISCAL IMPACT:

- The FY 13/14 approved budget includes \$5,000 for the purchase of these flush valves. The Repair and Maintenance account has an unencumbered balance of \$382,556.05 as of December 31, 2013.

ALTERNATIVES:

- Continue to operate the station without the flush valves.

SUPPORT MATERIAL:

- Copy of Xylem Water Solutions USA, Inc.'s Quote # 2014-APO-0109 dated January 20, 2014 in the amount of \$5,856.00.

C:\Users\bphillips\Documents\Agenda Items\Jan 27, 2014\209 LS flush valves agenda.doc

Xylem Water Solutions USA, Inc.
Flygt Products

2152 Sprint Blvd
Apopka, FL 32703
Tel (407) 880-2900
Fax (407) 880-2962

January 20, 2014

Quote # 2014-APO-0109

CITY OF WILDWOOD
100 N MAIN ST
WILDWOOD FL 34785

Re: CITY OF WILDWOOD-MIKE

MFV

Qty	Part Number	Description	Unit Price	Extended Price
2	556 51 01	VALVE,FLUSH	\$ 2,908.00	\$ 5,816.00

Total Project Price \$ 5,816.00

Freight Charge \$ 40.00

Total Project Price **\$ 5,856.00**

Incoterm: 1 FCA - Free Carrier **Named Placed:** 02 - US WH/ Factory
Incoterms 2010 clarify responsibility for costs, risks, & tasks associated with the shipment of goods to the named place.

Terms & Conditions: Order is subject to credit approval.

Net 45 days after date of invoice or 100% payable before start up of equipment, whichever comes first.

A charge of 1.5% per month will be added to all balances unpaid 45 days after invoice date.

A cancellation charge of 20% of the value of the order will be assessed for special orders or control panels cancelled after production is completed.

Pricing is firm based on our receiving complete approval and release for production four (4) weeks after drawings have been submitted by Xylem Water Solutions USA, Inc.

Partial billing will be made on any partial shipments.

Sincerely,



EMIEL DOMIS
2141 ALTAIR PATH
THE VILLAGES, FL 32163



January 17, 2014

The Honorable D. Edward Wolf
Mayor of the City of Wildwood
City Hall
100 N. Main Street
Wildwood, FL34785

SUBJECT: Concern, Police Department, 100 East Huey Street

Dear Mr. Mayor,

First I will commend your Police Department with the stellar services they performed in retrieving property that was stolen from my wife at Sweetbay Supermarket and apprehending the thief, all within a very short time. Special thanks to Officer Mark Manders and Detective Donald Smith.

Now that The Villages actually borders Wildwood and a major shopping center is also involved, there is even more responsibility placed upon the Police Department. We shop in Wildwood and in the Pinellas shopping center and understand the need for their services.

When visiting your Police Department to express our gratitude, I noticed the dark and dismal office environment and working circumstances of the staff and the state of the building. It did not represent the high quality of services that we expect and receive from the police force.

I realize tax dollars must be invested wisely. However we feel that the community has the responsibility to provide a decent working environment to the personnel that ensures safety and security while putting their own safety and often life at risk. Police personnel returning from field duty now come to a place that does not meet current day standards.

While the property and offices of Wildwood's City Hall present pride and stature, this cannot be said of 100 East Huey Street.

A new building or perhaps a major renovation to start with should be considered. Would you please consider addressing this concern at your next Council meeting and discuss a path forward to drastically improve Wildwood's Police Department environment?

Respectfully,

A handwritten signature in black ink, appearing to read "Emiel Domis". The signature is written in a cursive style and is underlined.

CC: The Honorable Pamela Harrison-Bivins, Mayor Pro-tem
The Honorable Don C. Clark, Commissioner
The Honorable Robby Strickland, Commissioner
The Honorable Julian Green, Commissioner
E. W. Reeser, Chief of Police
Captain Paul Valentino
Bonita Burton, Executive Editor of The Villages Daily Sun

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Request from Kingdom Purpose Community Development Org. Inc.

REQUESTED ACTION: Proclamation in Honor of Mr. James "Jim" Anderson

Work Session (Report Only)

Regular Meeting

DATE OF MEETING:

January 27, 2014

Special Meeting

CONTRACT: N/A

Effective Date: _____

Managing Division / Dept: _____

Vendor/Entity: _____

Termination Date: _____

BUDGET IMPACT: None

Annual

Capital

N/A

FUNDING SOURCE: _____

EXPENDITURE ACCOUNT: _____

HISTORY/FACTS/ISSUES:

See attached letter/request.

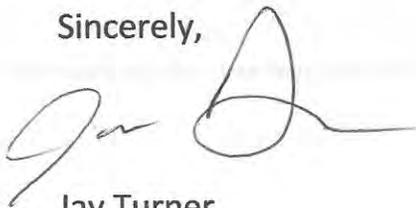
Kingdom Purpose Community Development Org. Inc.
PO Box 571 – Wildwood, Fl 34785
352-461-6161 : jturnergn1@gmail.com

January 22, 2014

Att: City of Wildwood
City Manager

This comes as a request for the City of Wildwood to assist with honoring one of Wildwood's oldest African American. Kingdom Purpose along with Wildwood Community Development and Others have come together to honor Mr. James "Jim" Anderson. He is the owner of Anderson-Hence Funeral Home, Anderson Properties and has been a beacon in this community for years. He has also owned several other businesses and properties over the years. We are asking the City to help us with honoring him on February 7, 2014. We are requesting a proclamation in his honor. Thank you so much for your time and consideration, we look forward to hearing from you.

Sincerely,

A handwritten signature in black ink, appearing to read "Jay Turner". The signature is fluid and cursive, with a large initial "J" and "T".

Jay Turner
President

Latoya James
Administrative Assistant