



**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**

**FEBRUARY 24, 2014 - 7:00 PM**

City Hall Commission Chamber  
100 N Main Street

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

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F.S.S. 286.0105A - If a person decides to appeal any decision made by the Commission with respect to any matter considered at this meeting, they will need a record of the proceedings, and that for such purpose they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City of Wildwood DOES NOT provide this verbatim record.

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**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: Special Called Meeting 12-26-13
- b. Bills for Approval
- c. SP 1312-03. Alden Bungalows – FINAL PLAT. Final Plat approval for a 180 unit residential subdivision with related improvements within The Villages of Wildwood at Brownwood. (Staff Recommends Approval).

**3. PRESENTATIONS AND/OR PROCLAMATIONS**

**4. PUBLIC HEARINGS – Timed -**

Quasi-judicial Items

- a. **ORDINANCE NO. O2014-08.** Second final reading. *AN ORDINANCE OF THE CITY OF WILDWOOD FLORIDA; PROPOSING A SMALL SCALE FUTURE LAND USE MAP MENDMENT 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 G08=023 totaling 0.41 acres from County “Rural Residential” to City “Commercial” (Attachments: Staff Recommends Approval).

- b. **ORDINANCE NO. O2014-09.** Second final reading. *AN ORDINANCE OF THE CITY OF WILDWOOD FLORIDA; PROPOSING A ZONING MAP AMENDMENT TO THE OFFICIAL ZONING MAP IN ACCORDANCE WITH SECTIONS 3.2 AND 3.3 OF THE LAND DEVELOPMENT REGULATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.* This Ordinance changes the Zoning Map designation of parcel G08=023 totaling 0.41 acres from County “R2C” to City “C-2: General Commercial - Neighborhood” (Attachments: Staff Recommends Approval).
- c. **ORDINANCE NO. O2014-12;** Second final reading. *AN ORDINANCE OF THE CITY OF WILDWOOD AMENDING CERTAIN PROVISIONS IN ORDINANCE NUMBER O2013-24; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.* This Ordinance is a revision to the Oxford Oaks Planned Development Ordinance O2013-24, adding twenty-one (21) single family homes to the original 247 units for a total of 268 units in Phase 1 (total of 563 residential units) with related improvements, pursuant to section 8.6 of the Land Development Regulations; for certain property within the City of Wildwood, owned by Mid Florida Properties, LLC based on a favorable recommendation by the Planning & Zoning Board/Special Magistrate, case RZ 1305-02 (Attachments - Staff Recommends Approval).
- d. **ORDINANCE NO. O2014-15.** Second final reading. *AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROVIDING FOR THE VOLUNTARY ANNEXATION OF CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 0.31 ACRES BEING GENERALLY LOCATED ON THE SOUTH SIDE OF C-466 AND EAST OF NE 36<sup>TH</sup> STREET; IN SECTION 18, TOWNSHIP 18 SOUTH, RANGE 23 EAST; WHICH IS CONTIGUOUS TO THE CITY LIMITS OF THE CITY OF WILDWOOD, FLORIDA; PROVIDING THAT SECTION 1-14 OF THE CITY OF WILDWOOD CODE OF ORDINANCES IS AMENDED TO INCLUDE THE ANNEXED PROPERTY; AND PROVIDING FOR AN EFFECTIVE DATE.* This Ordinance annexes Parcel D18=085 totaling 0.31 acres. This property is contiguous to the City, located in the Joint Planning Area with Sumter County, and meets all legal requirements for annexation (Attachments: Staff Recommends Approval).
- e. (1) **CDBG Public Hearing.** The City of Wildwood is considering applying to the Florida Department of Economic Opportunity for a grant under the FFY 2013 Neighborhood Revitalization (NR) category in the amount of \$700,000 under the Small Cities Community Development Block Grant (CDBG) Program. For each activity that is proposed, 70% of the funds must benefit low to moderate income (LMI) persons. The project is described generally as flood, drainage and street improvements to Oak Grove Village, Sunset Park and Young Circle.  
  
 (2) **RESOLUTION NO. R2014-02 CDBG Enabling Resolution FFY 2013 CDBG-NR Grant Application.** RESOLUTION OF THE CITY OF WILDWOOD CITY COMMISSION, FLORIDA, AUTHORIZING THE MAYOR, VICE MAYOR, CITY MANAGER, OR CITY CLERK IN HIS/HER ABSENCE TO MAKE APPLICATION TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY FOR APPROVAL OF A COMMUNITY DEVELOPMENT BLOCK GRANT, NEIGHBORHOOD REVITALIZATION CATEGORY; FINDING THAT THE CDBG APPLICATION IS CONSISTENT WITH THE LOCAL COMPREHENSIVE PLAN AND ADOPTING THE LOCAL COMPREHENSIVE PLAN AS THE CITY’S COMMUNITY DEVELOPMENT PLAN; PROVIDING AN EFFECTIVE DATE. (Staff Recommends Approval).

- f. **ORDINANCE NO. O2014-10. AT THE REQUEST OF THE APPLICANT, THIS ITEM IS TO BE DEFERRED TO A DATE CERTAIN OF MARCH 10, 2014 FOR PUBLIC HEARING.** Second final reading. *AN ORDINANCE OF THE CITY OF WILDWOOD FLORIDA; PROPOSING A 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 Parcels D20=002 and D20=008 totaling 100.3 acres from County “Agricultural” to City “Low Density Residential”.
  
- g. **ORDINANCE NO. O2014-11. AT THE REQUEST OF THE APPLICANT, THIS ITEM IS TO BE DEFERRED TO A DATE CERTAIN OF MARCH 10, 2014 FOR PUBLIC HEARING.** Second final reading. *AN ORDINANCE OF THE CITY OF WILDWOOD FLORIDA; PROPOSING A ZONING MAP AMENDMENT TO THE OFFICIAL ZONING MAP IN ACCORDANCE WITH SECTIONS 3.2 AND 3.3 OF THE LAND DEVELOPMENT REGULATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.* This Ordinance changes the Zoning Map designation of Parcels D20=002 and D20=008 totaling 100.3 acres from County “A5” to City “R-1: Low Density Residential”.

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

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

**7. RESOLUTIONS FOR APPROVAL**

- a. **Resolution R2014-03** – A Resolution Authoring Execution of a Railroad Reimbursement Agreement For the Installation of Grade Crossing Traffic Control Devices, and Future Maintenance and Adjustment of Said Devices; Providing for the Expenditure of Funds; and Providing When this Resolution Shall Take Effect. (Staff Recommends Approval).

**8. FINANCIAL & CONTRACTS & AGREEMENTS**

- a. Utility Department requests approval of the Memorandum of Understanding (MOU) between the City of Wildwood, Withlacoochee Regional Water Supply Authority and Marion County. (Attachments: Staff Recommends Approval)
  
- b. Utility Department requests approval of the “Utilities Agreement” between the City of Wildwood, Florida and Landstone-Wright, LLC. (Attachments: Staff Recommends Approval)
  
- c. Utility Department requests approval of Barney’s Pumps, Inc. Quote No. 9922, dated 12-18-13, in the amount of \$12,499 to rebuild EQ Basin #1, Pump #2. (Attachments: Staff Recommends Approval)

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

- a. SP 1307-02. Oxford Oaks PLAT - REVISED Improvement Plan. Revision to the approved Improvement Plan adding twenty-one (21) single-family homes to the original 247 units for a total of 268 units in Phase 1 (grand total of 563 residential units), with related improvements. Based on favorable recommendation from the Special Magistrate (Staff Recommends Approval).

- b. First Amendment to the Oxford Oaks Developer's Agreement, providing for an additional 21 ERUs per their request to modify their Planned Development (O2014-12) and their Improvement Plan (SP 1307-02) (Attachments) (Staff Recommends Approval)
- c. Discussion regarding Special Events, Seasonal Sales, Temporary Sales, and other related events. Staff is seeking Commission direction to revise guidelines and procedures for these types of events, which require a permit from the City.

10. **APPOINTMENTS**

11. **CITY MANAGER REPORTS**

12. **CITY ATTORNEY REPORTS**

13. **CITY CLERK REPORTS**

14. **OTHER DEPARTMENT REPORTS**

15. **COMMISSION MEMBERS REPORTS**

16. **ADJOURNMENT**

**IMPORTANT DATES (No Attachments)**

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

CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA  
SPECIAL CALLED MEETING  
DECEMBER 26, 2013 5:00 P.M.  
CITY HALL COMMISSION CHAMBER

The City Commission of the City of Wildwood, Florida met in Special session December 26, 2013 at 5:00 p.m.

Present were: Mayor Wolf, Commissioners Bivins, Clark, Strickland and Green. Also present were: City Manager Cannon, Sr. Deputy Clerk Borrack, City Attorney Hunt, Police Chief Reeser.

1. The meeting was called to order. Dispensed with other preliminaries.
2. Police User Fee, Class Action Litigation, Consideration of hiring an Attorney specializing in such matters.

CA Hunt noted that in previous meetings there had been some discussion of hiring an attorney who specializes in Class Action litigations in regards to the Police User Fee. He and Mayor Wolf met with the attorney for the Fruitland Park Police User fee case. All the pleadings were sent to him for review. After a conference call with he, Jerri Blair and the attorney they came to the conclusion that he would not be a good fit. Jerri had contacted George Carr an attorney from Orlando. Mr. Carr discussed some creative ideas as to handling the litigation. Has a theory of how to get the insurance company on board. Recommend that George Carr be contracted to as counsel to represent the City in this litigation.

CA Hunt noted that there has been a motion for summary judgment filed each way. Both alleging there is no genuine issue of fact and as a matter of law, ours saying we should win and theirs saying they should win. They are asking for a partial summary judgment which would dispense with the case without a trial. Mr. Carr has filed a notice of appearance so he can go online and check the pleadings. He has worked with Jerri Blair on several cases in governmental work and class action in the past. CA Hunt suggested the rate of \$160 per hour which is his rate. Indicated that Jerri Blair will make a good witness for the case. Jerri Blair had filed several affirmative defenses just before he came on board. Judge Hallman, who runs his court similar to Federal Courts, had stricken all the Affirmative Defenses. Amended Affirmative Defenses have been refiled.

In response to questions from Commission, CA Hunt indicated Mr. Carr will carry the City through the entire process. Discussion has been to have Summary Judgment Hearing first then Class Notifications would be sent out by Plaintiff, if necessary. They are saying the User Fee was not valid. One of the defenses the City has is a Good Faith Event, which says the City acted in Good Faith. If the Plaintiff prevails and depending on the number of people included there could be a settlement amount that would be divided. He noted there is a Statute of limitations and the exposure could be cut in half. The Police User Fee has not been ruled upon and there seems to be no problem with Fire Department User Fees. CA Hunt reported that Fruitland Park's is not going well, but there a many differences between the City of Wildwood and Fruitland Park's ordinances.

Minutes  
Page 2  
December 26, 2013

Mayor Wolf noted the Police User Fee took care of some "hot spots" in the City with additional police officers.

Motion by Commissioner Green, second by Commissioner Bivins for the City of Wildwood to contract with George Carr, Attorney as counsel for the Police User Fee litigation at a rate of \$160 per hour. Motion carried by unanimous vote.

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

CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA

SEAL

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

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

**BILLS FOR APPROVAL  
City of Wildwood, Florida  
February 24, 2014**

**CITY COMMISSION-LEGISLATIVE DEPARTMENT**

1	Payroll	February 9, 2014 Pay Period - 5 Employees	\$	3,724.94
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**CITY MANAGER-EXECUTIVE DEPARTMENT**

2	Payroll	February 9, 2014 Pay Period - 2 Employees	\$	6,158.01
3	Bright House	Internet Service	\$	75.86
4	EGP	Per Copy Maintenance	\$	14.49
5	Office Depot	Office Supplies	\$	11.59

**CITY CLERK-FINANCIAL & ADMINISTRATIVE DEPARTMENT**

6	Payroll	February 9, 2014 Pay Period - 4 Employees	\$	11,000.99
7	Bright House	Internet Service	\$	151.70
8	CRI Carr Riggs & Ingram	Progress Billing on 2013 Audit	\$	10,000.00
9	EGP	Per Copy Maintenance	\$	310.53
10	Federal Express	Postage	\$	77.43
11	Massey Services	Pest Control	\$	55.00
12	The Daily Commercial	Ads	\$	72.03
13	Verizon	Cell Phone Service	\$	1.25

**DEVELOPMENT SERVICES**

14	Payroll	February 9, 2014 Pay Period - 3.5 Employees	\$	8,002.26
15	Bright House	Internet Service	\$	132.76
16	EGP	Per Copy Maintenance	\$	40.38
17	MMD Computer Center, Inc	Remote Phone Support	\$	120.00
18	The Daily Commercial	Ads	\$	3,614.07

**HUMAN RESOURCES**

19	Payroll	February 9, 2014 Pay Period - 1 Employees	\$	2,085.96
20	Bright House	Internet Service	\$	37.93
21	Office Depot	Office Supplies	\$	229.90

**POLICE DEPARTMENT**

22	Payroll	February 9, 2014 Pay Period - 35 Employees	\$	86,029.53
23	Century Link	Telephone Service	\$	576.52
24	Chief Supply / Law Enforcement	8 Second Gun Timer	\$	89.49
25	Department of Management Services	Telephone Service	\$	61.70
26	Duke Energy	Electric Service	\$	41.68
27	EGP	Per Copy Maintenance	\$	187.05
28	Federal Express	Postage	\$	20.11
29	Lawmen's and Shooters	Winchester Ranger Buckshot, S&H	\$	216.28
30	Massey Services	Pest Control	\$	21.00
31	Merritt Department Store	Shirts w/ Zippers, Trousers	\$	243.55
32	Pitney Bowes	Postage Meter Refill	\$	100.00
33	Pride Enterprises	Property Receipts Forms	\$	399.85
34	Ray Allen Manufacturing, LLC	Blk Agitation Muzzle, Ultra Kimono Pol	\$	1,659.98
35	Sumter County Tax Collector	Tag and Title 2004 Ford Mustang	\$	86.10
36	Sumter County Times	Ads	\$	54.38
37	Verizon	Cell Phone Service	\$	1,590.84

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**STREET DEPARTMENT**

38	Payroll	February 9, 2014 Pay Period - 9 Employees	\$ 17,433.87
39	Andreyev Engineering, Inc	Roadway Coring	\$ 1,410.00
40	Bartow Ford Company	F150 Truck	\$ 17,220.00
41	Duke Energy	Electric Service	\$ 362.64
42	Massey Services	Pest Control	\$ 10.00
43	Rainey Asphalt, LLC	Milled Asphalt	\$ 964.08
44	Sign Wizard	Misc Decals	\$ 46.68
45	Sparr Building and Farm Supply	Yellow Pine	\$ 100.51
46	Sumter County Tax Collector	Tag and Title 2014 F150	\$ 88.10
47	Sumter Electric	Electric Service	\$ 180.92
48	Verizon	Cell Phone Service	\$ 142.40
49	Xpress Materials, LLC	Regular Flyash	\$ 862.50

**FLEET SERVICES**

50	Payroll	February 9, 2014 Pay Period - 2 Employees	\$ 5,231.85
51	Airgas	Cylinder Renewal	\$ 629.00
52	EGP	Per Copy Maintenance	\$ 0.64
53	Massey Services	Pest Control	\$ 10.00
54	Verizon	Cell Phone Service	\$ 6.99

**COMMUNITY RE-DEVELOPMENT**

55	Payroll	February 9, 2014 Pay Period - .5 Employees	\$ 1,770.88
56	Bright House	Internet Service	\$ 18.97
57	EGP	Per Copy Maintenance	\$ 0.07

**PARKS AND RECREATION**

58	Payroll	February 9, 2014 Pay Period - 5 Employees	\$ 7,207.84
59	Bartow Ford Company	Two F150 Trucks	\$ 34,440.00
60	Bright House	Internet Service	\$ 37.93
61	C.R. 466A Landfill Facility, LLC	Tipping	\$ 40.46
62	Duke Energy	Electric Service	\$ 875.46
63	EGP	Per Copy Maintenance	\$ 3.00
64	Massey Services	Pest Control	\$ 70.00
65	Natural Calls Inc.	Port O Let	\$ 250.00
66	Office Depot	Office Supplies	\$ 11.59
67	Resource One	Cleaning Supplies	\$ 162.50
68	Sign Wizard	Misc Decals	\$ 93.32
69	Sumter County Tax Collector	Tag and Title 2014 F150	\$ 172.60
70	Sumter Electric	Electric Service	\$ 161.89
71	Verizon	Cell Phone Service	\$ 16.19

**COMMUNITY CENTER & OXFORD COMMUNITY CENTER**

72	EGP	Per Copy Maintenance	\$ 0.28
73	Massey Services	Pest Control	\$ 55.00
74	Oracle Elevator	Service Call	\$ 345.50
75	Sumter Electric	Electric Service	\$ 1,745.47

**PHYSICAL ENVIRONMENT ADMINISTRATIVE DEPARTMENT**

76	Payroll	February 9, 2014 Pay Period - 3 Employees	\$ 5,505.43
77	Bright House	Internet Service	\$ 113.79
78	CRI Carr Riggs & Ingram	Progress Billing on 2013 Audit	\$ 10,000.00
79	EGP	Per Copy Maintenance	\$ 49.15
80	General Fund	January Refuse Franchise	\$ 7,740.24
81	General Fund	January Water Utility and Gas Consumption	\$ 8,148.84
82	Massey Services	Pest Control	\$ 25.00
83	Postmaster	Postage Utility Billing	\$ 260.77
84	Waste Management	January Refuse Less 10% Franchise Fee	\$ 69,662.18

February 24 2014  
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**UTILITY DEPARTMENT**

85	Payroll	February 9, 2014 Pay Period - 23 Employees	\$ 47,409.28
86	Almac Unlimited, Inc	Gloves Latex Powder Free, Gloves Vinyl	\$ 204.60
87	Bright House	Internet Service	\$ 679.90
88	C & C Peat Co., Inc	Wastewater Treatment-Dewatered Bio-Solids	\$ 3,080.00
89	Century Link	Telephone Service	\$ 76.98
90	Duke Energy	Electric Service	\$ 10,676.58
91	EGP	Per Copy Maintenance	\$ 9.16
92	Engineer Service Corporation	Service Call R12 Site	\$ 360.00
93	Evoqua Water Technologies	SDI Mixed Bed, SDI React Carbon	\$ 616.00
94	HD Supply Waterworks	Concrete Water Valve Ring	\$ 500.16
95	Martronics, Inc	Batteries	\$ 88.98
96	Massey Services	Pest Control	\$ 75.00
97	MMD Computer Center, Inc	DNS2GO.Com 1 Yr. Subscription	\$ 69.00
98	Odyssey Manufacturing Company	Hypochlorite Solution	\$ 2,464.27
99	Plant Technicians	Environmental Testing	\$ 465.00
100	Pro Chem	Natural Air, Suds Hand Soap, Trig Sprayer	\$ 392.25
101	Sumter Electric	Electric Service	\$ 1,941.87
102	Sunshine State Fence and Gate	DoorKing Prox Card Reader, Remotes, Labor, Svc	\$ 655.00
103	Sunshine State One Call of Florida	Locators for Month of January 2014	\$ 282.67
104	TAW	OEM Replacement	\$ 1,388.62
105	The Dumont Company, Inc	Clear Flow	\$ 741.75
106	Tokay Software	Navigator	\$ 6,630.00
107	UPS	Postage	\$ 33.35
108	Verizon	Cell Phone Service	\$ 235.79
109	Xylem Water Solutions USA	Flush Valve	\$ 5,816.00

**MISCELLANEOUS**

**GREENWOOD CEMETERY**

**ATTORNEYS/CONSULTANTS/SURVEYORS**

110	Kimley-Horn & Associates	Engineers	\$ 287.38
111	Potter Clement Bergholtz Alexander	Special Magistrate	\$ 909.50

**FUEL INVENTORY**

112	Stone Petroleum Products, Inc	Unleaded Gasoline	\$ 8,671.49
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<b>TOTAL</b>	<b>\$ 425,740.25</b>
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CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA

S E A L

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

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

## CITY COMMISSION OF THE CITY OF WILDWOOD

### EXECUTIVE SUMMARY

**SUBJECT:** SP 1312-03 Alden Bungalows – Final Plat

**REQUESTED ACTION:** Final Plat approval (SP 1312-03)

Work Session (Report Only)      **DATE OF MEETING:** 2/24/2014  
 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 Alden Bungalows Final Plat to subdivide a portion of parcel G08=096 into 180 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 Alden Bungalows (case SP 1312-03).**

Case SP 1312-03 was considered by the Project Review Committee on Tuesday, January 21, 2014, as required under subsection 5.3(c)(4) of the Memorandum of Agreement (MOA) with The Villages of 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 February 5, 2014.



Melanie D. Peavy  
Development Services Director













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

January 27, 2014

Board of County Commissioners  
7375 Powell Road  
Wildwood, Florida 34785

RE: Title Opinion for Villages of Wildwood Alden Bungalows

Dear Sirs:

We have reviewed Title Certificate Number 44-2013-000317A3 (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 Alden Bungalows 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. Book 2668, Page 259, 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 to the Development Order for The Villages of Wildwood Development of Regional Impact recorded in O.R. Book 2050, Page 65 together with further Amendments as recorded in O.R. Books and Pages: 2291/674; 2342/672; 2532/64; 2536/714 and 2538/501 and with Resolution 2012-30 as recorded in O.R. Book 2547, Page 338 and with Ordinance No. O2013-02 as recorded in O.R. Book 2581, Page 473, 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.mclinburnsed.com](http://www.mclinburnsed.com)

(2) Guying Distribution Easement to Florida Power Corporation d/b/a Progress Energy Florida, Inc. recorded in O.R. Book 2160, Page 677, Public Records of Sumter County, Florida.

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

(4) Ordinance No. 273 recorded in O.R. Book 549, Page 248, Public Records of Sumter County, Florida.

(5) Ordinance No. 309 recorded in O.R. Book 656, Page 3, Public Records of Sumter County, Florida.

(6) 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.

(7) 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.

(8) Notice of Establishment of Village Community Development District No. 10 recorded in O.R. Book 1292, Page 638 together with Amendments as recorded in O.R. Book 2199, Page 125; O.R. Book 2500, Page 638 and O.R. Book 2721, Page 32, Public Records of Sumter County, Florida.

(9) 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 Alden Bungalows 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 – ALDEN BUNGALOWS**

THAT LAND LYING IN SECTION 8, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE EASTERLY LINE OF KERL AND MILLERS SUBDIVISION FIRST ADDITION TO WILDWOOD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 55, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA AND THE SOUTHERLY RIGHT OF WAY OF THE CSX RAILWAY; THENCE N24°48'19"E, ALONG THE NORTHEASTERLY EXTENSION THEREOF A DISTANCE OF 30.33 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 44A PER OFFICIAL RECORDS BOOK 2173, PAGE 643, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE S65°10'12"E, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE A DISTANCE OF 1,834.89 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 50.00 FEET; SAID POINT ALSO BEING ON THE WESTERLY RIGHT OF WAY LINE OF POWELL ROAD PER OFFICIAL RECORDS BOOK 2088, PAGE 199, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THE FOLLOWING (5) FIVE COURSES BEING ALONG SAID WESTERLY RIGHT OF WAY LINE OF POWELL ROAD: THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°14'54", AN ARC DISTANCE OF 78.76 FEET TO THE POINT OF TANGENCY; THENCE S25°04'43"W, 30.65 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 690.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 38°11'57", AN ARC DISTANCE OF 460.02 FEET TO THE POINT OF TANGENCY; THENCE S63°16'39"W, 330.88 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 760.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°47'37", AN ARC DISTANCE OF 368.67 FEET TO A POINT ON A NON-TANGENT LINE; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE RUN N66°22'30"W, 309.36 FEET; THENCE N69°21'04"W, 40.55 FEET; THENCE N75°37'23"W, 40.55 FEET; THENCE N82°26'11"W, 47.51 FEET; THENCE N86°19'02"W, 51.75 FEET; THENCE N81°27'56"W, 61.87 FEET; THENCE N75°49'16"W, 61.91 FEET; THENCE N70°02'15"W, 57.09 FEET; THENCE N65°11'41"W, 716.85 FEET TO A POINT ON THE SOUTHWESTERLY EXTENSION OF SAID EASTERLY LINE OF KERL AND MILLER SUBDIVISION; THENCE N24°48'19"E, ALONG SAID SOUTHWESTERLY EXTENSION AND EASTERLY LINE A DISTANCE OF 1,151.34 FEET TO THE POINT OF BEGINNING.



## MEMORANDUM

Our File #OH3594

**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 Alden Bungalows

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  
ALDEN BUNGALOWS**

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 ALDEN BUNGALOWS 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 ~~enjoining~~ and protecting the value, attractiveness and desirability of the lots ~~or tracts~~ constituting such 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 and easterly and southerly portions of Homesite 1, the southeasterly portion of Homesites 1 through 10, the westerly portions of Homesites 32 and 33, the northerly and easterly portions of Homesites 33 through 61, and the southerly portion of Homesite 61, unless such maintenance obligation is otherwise assumed by the adjoining land owner;

(f) Maintenance and repair to the top, interior, exterior and structure of the security wall fence located on Tract C;

(g) Maintenance repair to the structure of the security wall fence located along the northerly, easterly, and southerly portions of Homesite 1 and the easterly and southerly portions of Homesite 61; 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 9, 12 through 31, 34 through 60, 65 through 68, 71 through 73, 76 through 85, 88 through 92, 95 through 100, 103 through 107, 110 through 118, 121 through 131, 134 through 143, 146 through 155, 158 through 167, and 170 through 179.

(ii) Homesites burdened but not benefitted by side yard easements shall be Homesites 10, 32, 33, 63, 69, 74, 86, 87, 101, 102, 109, 132, 144, 145, 168 and 169.

(iii) Homesites benefitted but not burdened by side yard easements shall be Homesites 1, 11, 61, 62, 64, 70, 75, 93, 94, 108, 119, 120, 133, 156, 157 and 180.

**(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 9, 12 through 31, 34 through 60, 65 through 68, 71 through 73, 76 through 85, 88 through 92, 95 through 100, 103 through 107, 110 through 118, 121 through 131, 134 through 143, 146 through 155, 158 through 167, and 170 through 179.

(ii) Homesites burdened but not benefitted by driveway easements shall be Homesites 1, 11, 61, 62, 64, 70, 75, 93, 94, 108, 119, 120, 133, 156, 157 and 180.

(iii) Homesites benefitted but not burdened by driveway easements shall be Homesites 10, 32, 33, 63, 69, 74, 86, 87, 101, 102, 109, 132, 144, 145, 168 and 169.

(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 seasonal 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 11, 64, 69, 75, 86, 87, 93, 94, 101, 102, 108, 109, 119, 120, 132, 144, 145, 156, 157, 168, 169 and 180 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 10 and 11 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 13<sup>th</sup> 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

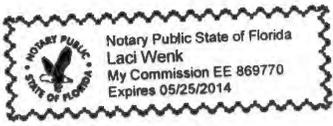
Address of The Villages of Lake-Sumter, Inc.:  
1020 Lake Sumter Landing, The Villages, FL 32162

STATE OF FLORIDA  
COUNTY OF SUMTER

The foregoing was acknowledged before me this day 13<sup>th</sup> 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

[ S E A L ]



**THIS INSTRUMENT PREPARED BY:**  
Erick D. Langenbrunner, Esq. \w  
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:** Hoang Comp. Plan Amendment, CP 1312-02

Approval of Ordinance O2014-08.

**REQUESTED ACTION:**

<input type="checkbox"/> Work Session (Report Only)	<b>DATE OF MEETING:</b> <u>2/10/14 First Reading</u>
<input checked="" type="checkbox"/> Regular Meeting	<u>2/24/14 Adoption</u>
	<input type="checkbox"/> Special Meeting

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

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

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

**HISTORY/FACTS/ISSUES:**

The applicant, Brian Hoang, seeks approval for a Small Scale Future Land Use Map Amendment to the adopted Comprehensive Plan. On February 6, 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 O2014-08. **Staff also recommends approval of Ordinance 02014-08 (attached).**

The 0.41 +/- acre subject parcel is intended to be utilized as a future commercial development. The amendment reassigns the property from Sumter County "Rural Residential" to City "Commercial." Subject to approval of this small-scale land use change approval, the applicant has submitted a rezoning application for consideration.

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

- Justification of the proposed amendment has been adequately presented;
- The proposed amendment is consistent with the goals, objectives, and policies of the comprehensive plan 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.



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Melanie D. Peavy  
Development Services Director

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

The case below was heard on Thursday, February 6<sup>th</sup>, 2014, by the Special Magistrate. The applicant seeks a small scale comprehensive plan amendment from County Rural Residential to City Commercial (COM) on 0.41 +/- acres. The site is generally located to the northwest of the intersection of C-44A and Powell Road.

**Case:** CP 1312-02

**Parcel:** G08=023

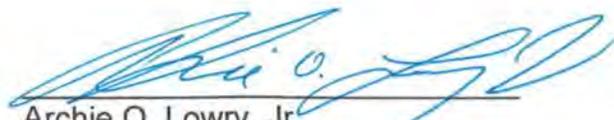
**Owner:** Brian Hoang

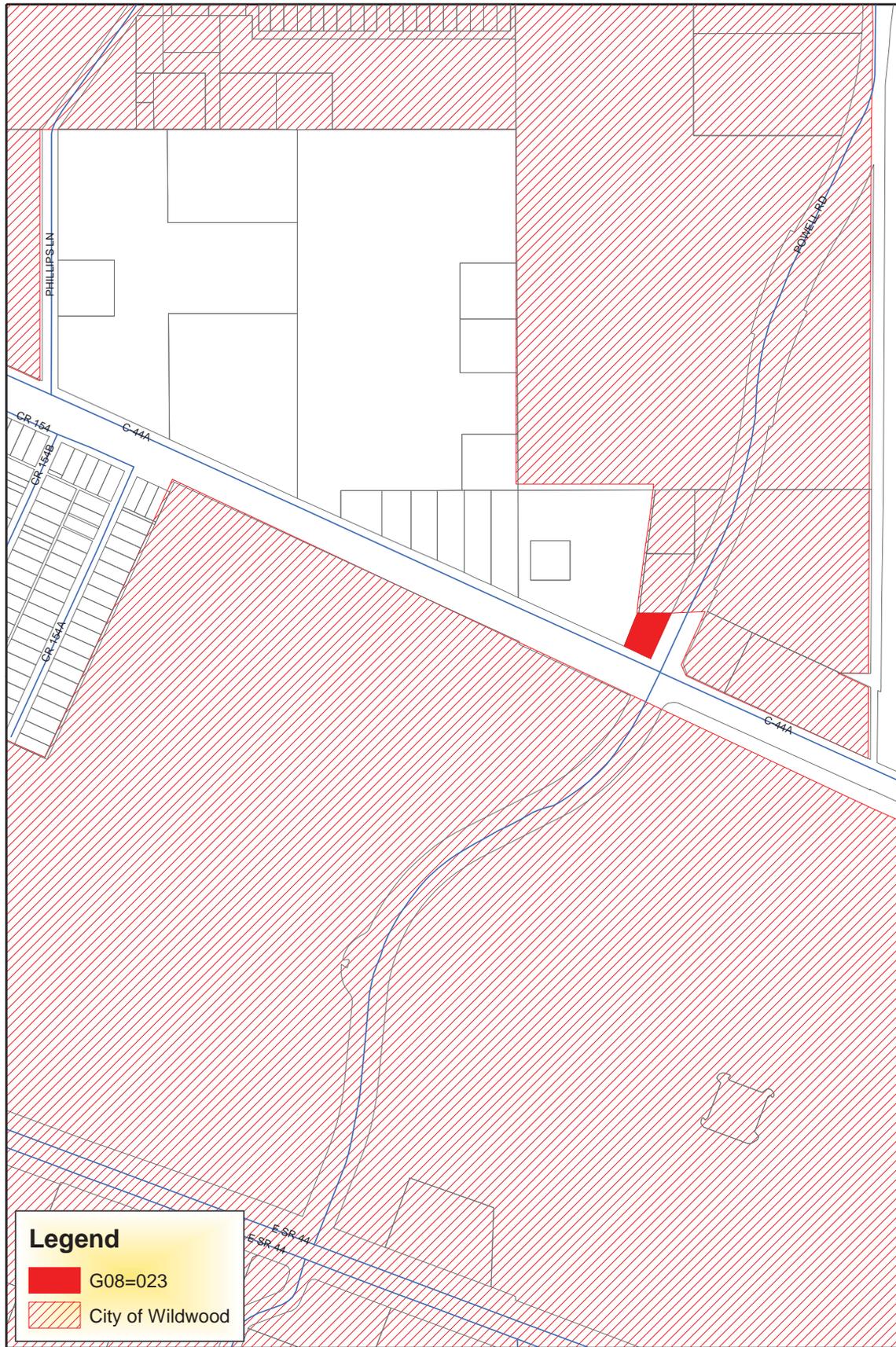
**Applicant:** Brian Hoang

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 O2014-08 to the City Commission.

Dated: February 7, 2014

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



**Legend**

- G08=023
- City of Wildwood

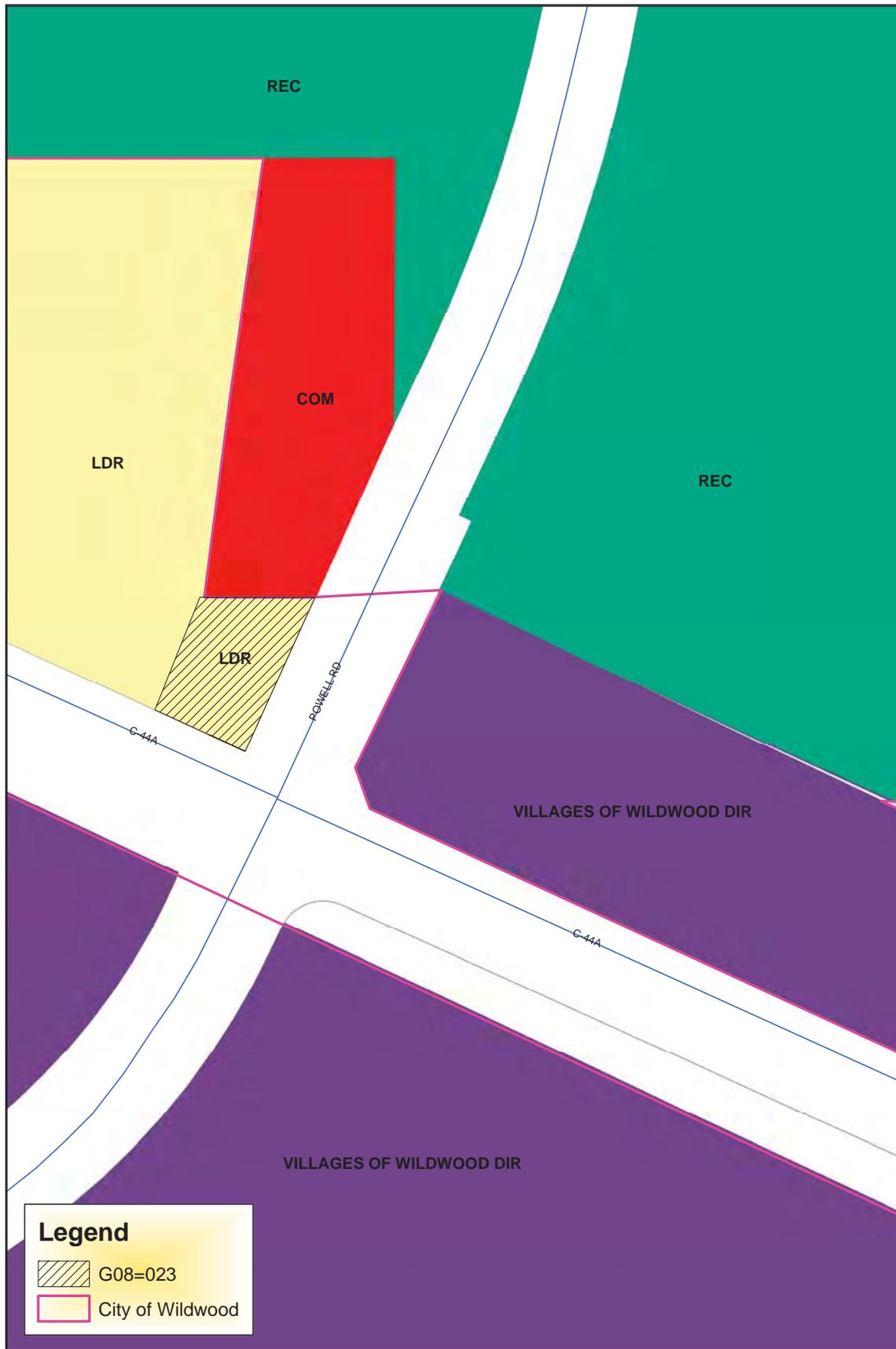
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City of Wildwood  
100 North Main Street  
Wildwood, FL 34485  
Phone: (352) 330-1330  
www.wildwood-fl.gov



<b>G08=023 HOANG PROPERTY</b>	
<b>WILDWOOD, FLORIDA</b>	
JANUARY 2014	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	  Feet 0      290      580 	G08=023 HOANG PROPERTY	
	<b>WILDWOOD, FLORIDA</b>			
			JANUARY 2014	EXISTING FUTURE LAND USE



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 <p>City of Wildwood 100 North Main Street Wildwood, FL 34485 Phone: (352) 330-1330 www.wildwood-fl.gov</p>		<b>G08=023 HOANG PROPERTY</b>	
		<b>WILDWOOD, FLORIDA</b>	
		<b>JANUARY 2014</b>	<b>JPA LAND USE</b>

**ORDINANCE NO. O2014-08**

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 G08=023**  
**Hoang Parcel**  
**0.41 acres +/-**

**LEGAL DESCRIPTION:**

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.

CONTAINING 0.41 ACRES MORE OR LESS.

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

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

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

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

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

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

**DONE AND ORDAINED** this \_\_\_\_\_ day of \_\_\_\_\_, 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

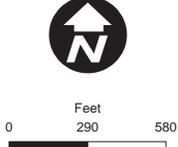
**Ordinance O2014-08**  
**“Exhibit A”**  
**G08=023 (Hoang Parcel)**  
**Proposed Future Land Use Map Designation**



**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	
			<b>WILDWOOD, FLORIDA</b>	
			JANUARY 2014	PROPOSED FUTURE LAND USE

# CITY COMMISSION OF THE CITY OF WILDWOOD

## EXECUTIVE SUMMARY

**SUBJECT:** Hoang Rezoning – RZ 1312-02

Approval of Ordinance O2014-09.

**REQUESTED ACTION:**

Work Session (Report Only)

**DATE OF MEETING:** 2/10/14 First Reading  
2/24/14 Adoption

Regular Meeting

Special Meeting

**CONTRACT:**

N/A

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

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

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

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

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

- Annual
- Capital
- N/A

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

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

**HISTORY/FACTS/ISSUES:**

The applicant, Brian Hoang, seeks approval from the City Commission for a rezoning from Sumter County "RC2" to City of Wildwood "C-2: General Commercial - Neighborhood."

The 0.41 +/- acre subject property is located to the northwest of the intersection of C-44A and Powell Road. The property is subject to a concurrent Small Scale Comprehensive Plan amendment to change the Future Land Use Map designation to City "Commercial". The requested zoning of "C-2: General Commercial - Neighborhood" would bring the property into compliance with the proposed Future Land Use Map designation.

**Staff recommends approval of Ordinance O2014-09 subject to approval of Ordinance O2014-08, which establishes a future land use appropriate to the proposed zoning.**

Case RZ 1312-02 was considered by the Planning & Zoning Board/Special Magistrate on Thursday, February 6<sup>th</sup>, 2014. The Planning & Zoning Board/Special Magistrate gave a favorable recommendation of the rezoning to the City Commission.



\_\_\_\_\_  
Melanie D. Peavy  
Development Services Director

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

The case below was heard on Thursday, February 6<sup>th</sup>, 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 "R2C" (Low Density Residential with Conventional Housing) to City "C-2: General Commercial - Neighborhood." The property is generally located to the northwest of the intersection of C-44A and Powell Road.

**Case:** RZ 1312-02

**Parcel:** G08=023

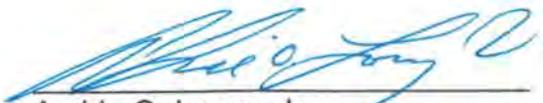
**Owner:** Brian Hoang

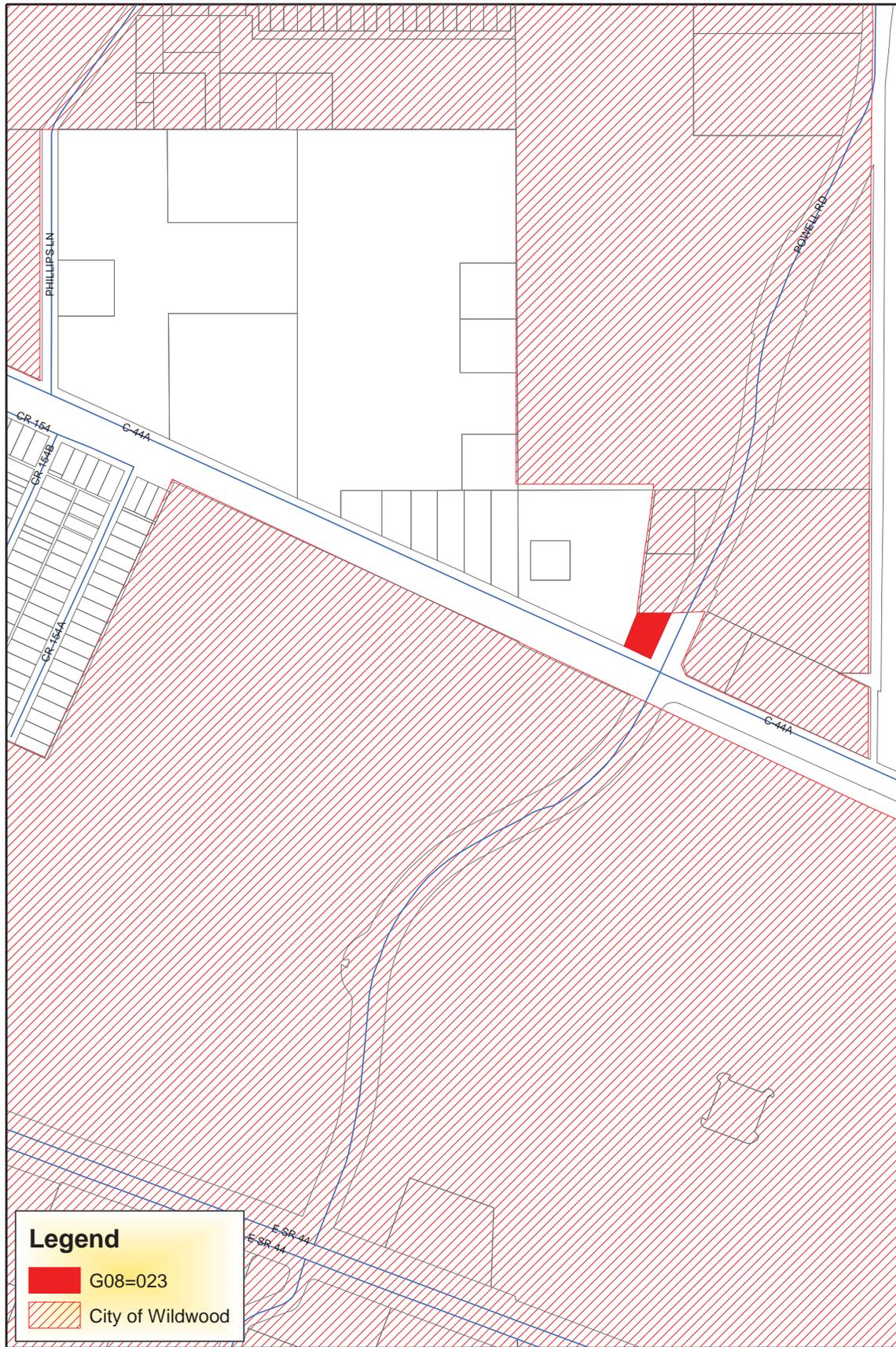
**Applicant:** Brian Hoang

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 O2014-09 to the City Commission.

Dated: February 7<sup>th</sup>, 2014

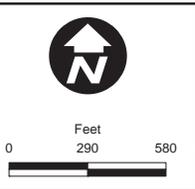
  
Archie O. Lowry, Jr.  
Special Magistrate City of Wildwood



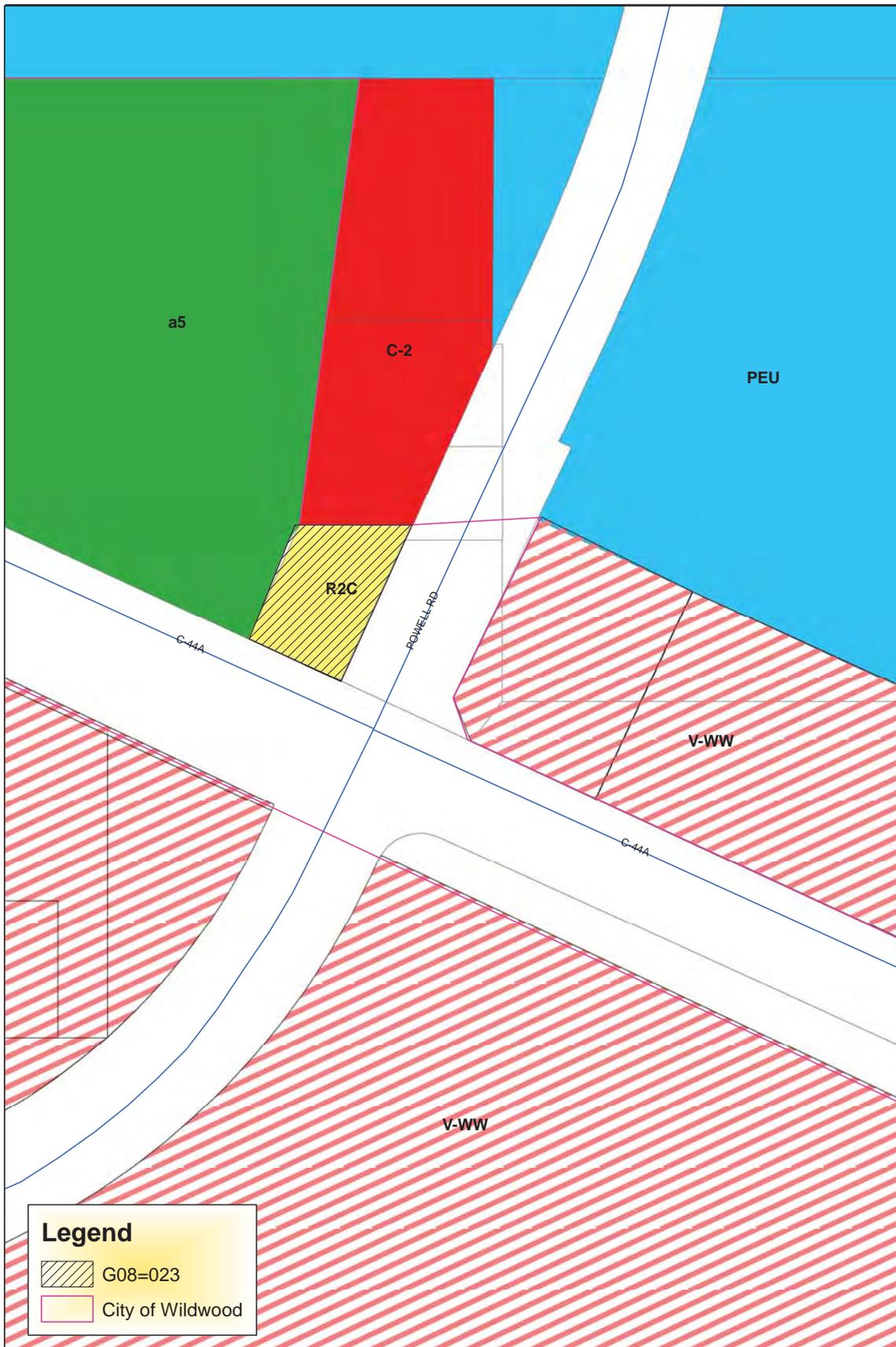
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City of Wildwood  
100 North Main Street  
Wildwood, FL 34485  
Phone: (352) 330-1330  
www.wildwood-fl.gov



<b>G08=023 HOANG PROPERTY</b>	
<b>WILDWOOD, FLORIDA</b>	
<b>JANUARY 2014</b>	<b>LOCATION MAP</b>



**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



Feet  
0 290 580

<b>G08=023 HOANG PROPERTY</b>	
<b>WILDWOOD, FLORIDA</b>	
JANUARY 2014	EXISTING ZONING

**ORDINANCE NO. O2014-09**

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 G08=023**  
**Hoang Parcel**  
**0.41 acres +/-**

**LEGAL DESCRIPTION:**

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.

CONTAINING 0.41 ACRES MORE OR LESS.

This property is to be reclassified from Sumter County "R2C: Low Density Residential with Conventional Housing" to City of Wildwood "C-2: General Commercial: Neighborhood."

**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:

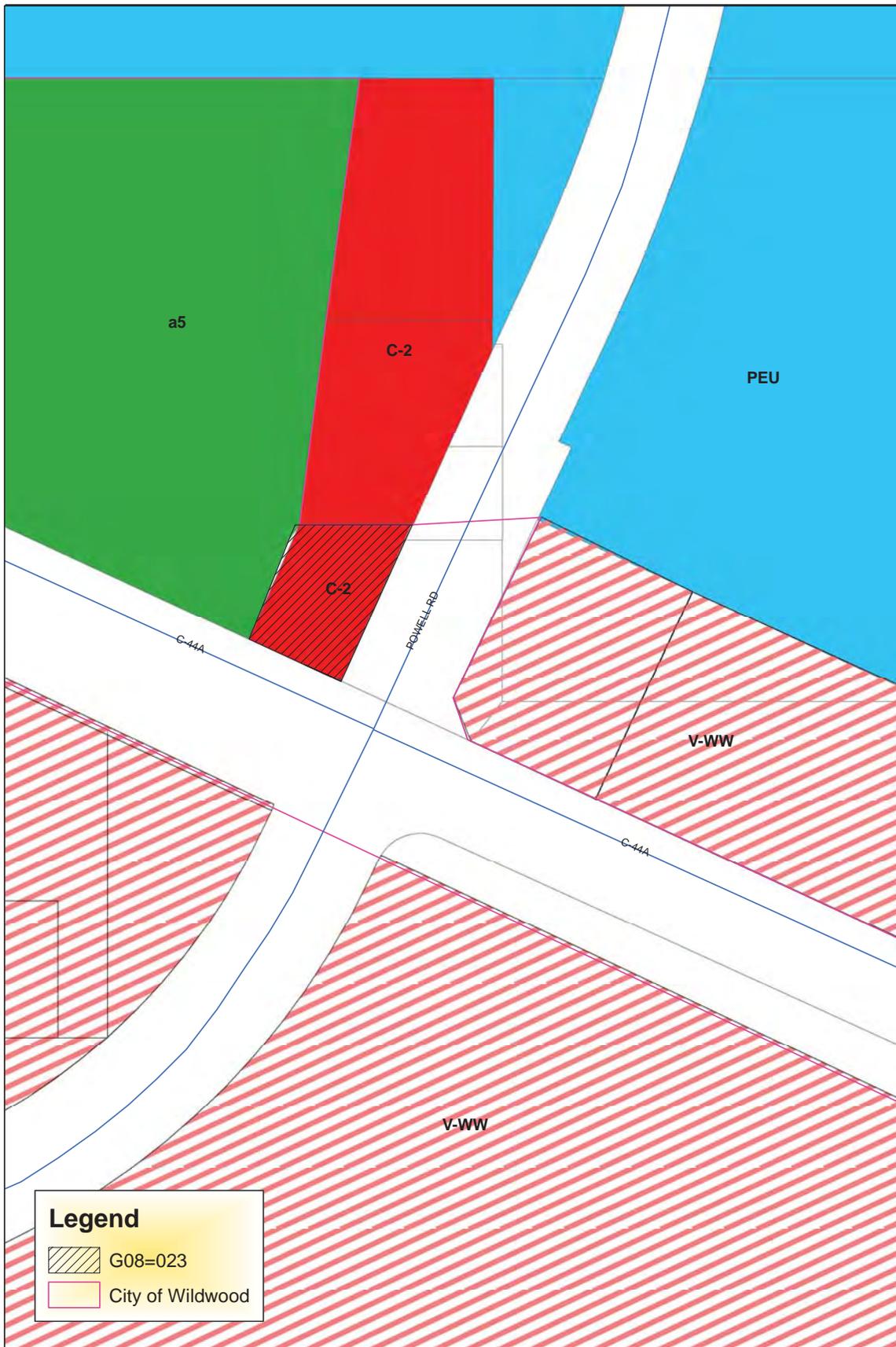
\_\_\_\_\_  
Ashley Hunt, City Attorney

**Ordinance O2014-09**

**“Exhibit A”**

**G08=023 (Hoang Parcel)**

**Proposed Zoning Map Designation**



**Legend**

- G08=023
- City of Wildwood

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<p>City of Wildwood 100 North Main Street Wildwood, FL 34485 Phone: (352) 330-1330 www.wildwood-fl.gov</p>		<p><b>G08=023</b> <b>HOANG PROPERTY</b></p>	
		<p><b>WILDWOOD, FLORIDA</b></p>	
		<p>JANUARY 2014</p>	<p>PROPOSED ZONING</p>

# CITY COMMISSION OF THE CITY OF WILDWOOD

## EXECUTIVE SUMMARY

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

Adoption of Ordinance O2014-12.

**REQUESTED ACTION:**

<input type="checkbox"/> Work Session (Report Only)	<b>DATE OF MEETING:</b>	<u>2/10/14 First Reading</u>
<input checked="" type="checkbox"/> Regular Meeting	<input type="checkbox"/> Special Meeting	<u>2/24/14 Adoption</u>

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

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

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

**HISTORY/FACTS/ISSUES:**

The applicant seeks a revision to the approved Planned Development (PD) on 218.52 +/- acres of property zoned "R-1: Low Density Residential." The City Commission approved the Oxford Oaks Planned Development Agreement via Ordinance O2013-24 on September 24, 2013.

The Project is an approved Planned Development that is entitled to build 542 residential dwelling units. The applicant is revising Phase 1 of the Planned Development to allow for twenty-one (21) more single family homes, for a total of 268 housing units in Phase 1, and a grand total of 563 housing units within the whole development.

Pursuant to Section 8.6 of the Land Development Regulations, Ordinance O2014-12 amends the Oxford Oaks Planned Development Agreement. The Project's legal description and conceptual development plan have been incorporated into the Ordinance as exhibits. The Planned Development Agreement outlines specific criteria and standards for the Project.

At the February 6<sup>th</sup>, 2014 Planning and Zoning Board Hearing, the Special Magistrate recommended approval of Ordinance O2014-12.

**Staff recommends approval of Ordinance Number O2014-12.**



Melanie D. Peavy  
Development Services Director

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

The case below was heard on Thursday, February 6<sup>th</sup>, 2014 by the Special Magistrate. The applicant seeks approval and favorable recommendation from the City of Wildwood Planning and Zoning Board/Special Magistrate to revise their approved planned development Ordinance O2013-24 to add twenty-one (21) single-family homes in Phase 1 (for a grand total of 563 housing units) with related improvements and infrastructure. The site is generally located to the northwest of US Hwy 301 (SR 35) and C-214. The Engineer of Record is Jeffrey A. Head, P.E. with Farner, Barley, and Associates of Wildwood, Florida.

**Case:** RZ 1305-02

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

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

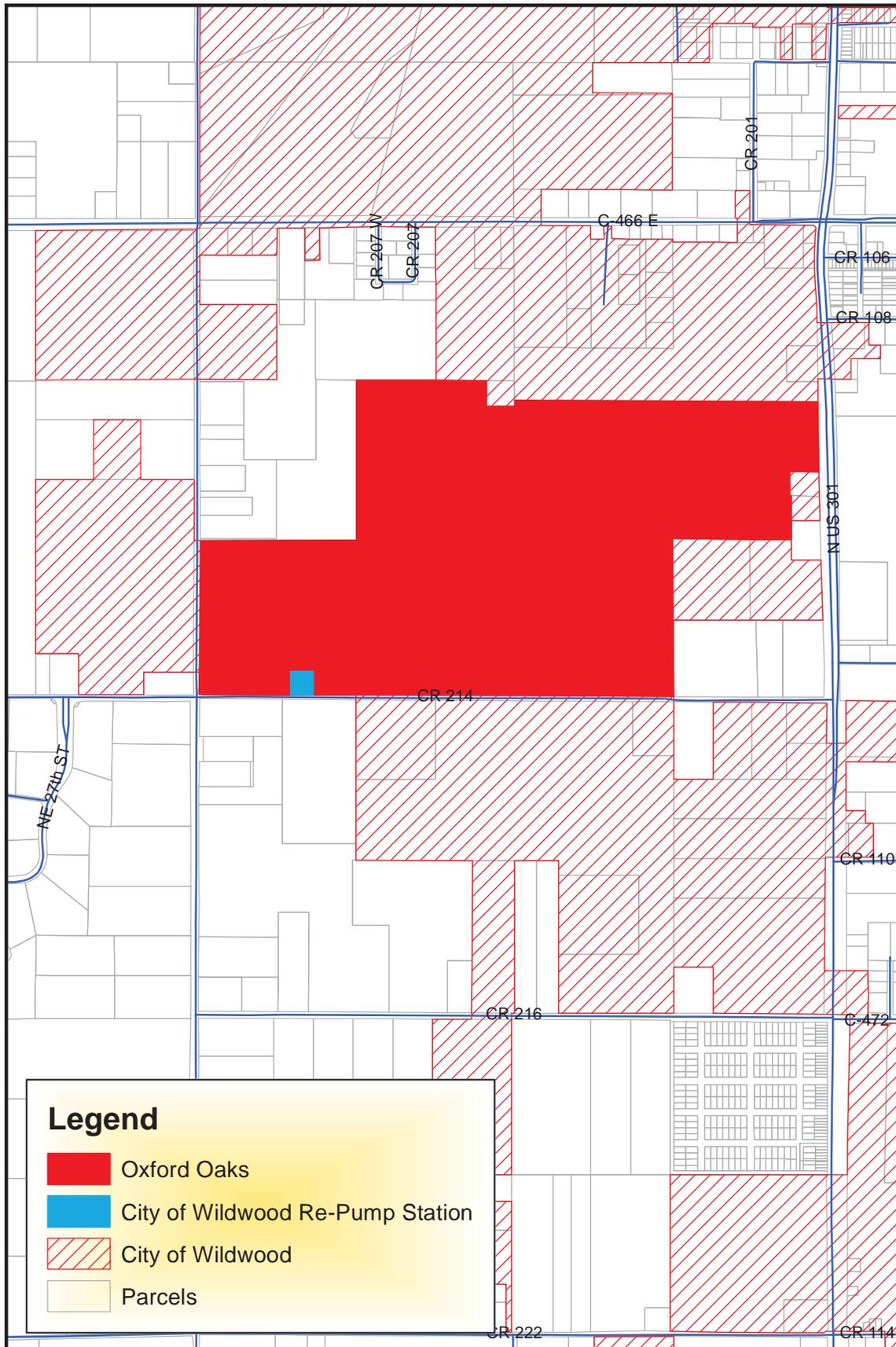
**Applicant:** SAME

Under subsections 1.7(B)(2), 3.3(B)(3), and 8.2(E) 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.

Dated: February 18, 2014



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



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**Legend**

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



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



Feet  
0 190 380

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

## ORDINANCE NO. 2014-12

AN ORDINANCE OF THE CITY OF WILDWOOD AMENDING CERTAIN PROVISIONS IN ORDINANCE NUMBER O2013-24; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, Mid Florida Properties, L.L.C. (hereinafter the “Developer”) filed an application for a Planned Development which together with supporting documents, analyses, maps, charts, other evidence and instruments, the advice, report and recommendations of the Project Review Committee and the testimony adduced and evidence received at the Public Hearing by the Planning and Zoning Board on June 27, 2013 and September 3, 2013; and

**WHEREAS**, based upon such materials and otherwise being fully informed the City Commission duly adopted Ordinance No. 2013-24 on September 24, 2013; and

**WHEREAS**, since the adoption of Ordinance No. 2013-24, the City Commission duly adopted Ordinance No. 2013-56 which amended certain sections of the City’s Land Development Regulations pertaining to Planned Development; and

**WHEREAS**, at this time, the Developer desires to make certain amendments to Ordinance No. 2013-24 to utilize certain changes to the City’s Land Development Regulations enacted by the adoption of Ordinance No. 2013-56.

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

**SECTION 1.** Ordinance Number O2013-24 of the City of Wildwood, Florida is hereby amended as indicated below.

1. All terms and provisions of Ordinance Number 2013-24 shall remain the same unless specifically amended below.

2. Section 3, Paragraph B, is amended by restating Paragraph B of Section 3 as set forth below:

B. Conceptual Development Plan. The Project includes a conceptual development plan pursuant to Section 8.4 of the Land Development Regulations. The Conceptual Development Plan prepared by Farner Barley and Associates, Inc. dated November 25, 2013 (as revised to denote sidewalk requirements) is incorporated into this Ordinance as “Exhibit B” attached hereto. The conceptual development plan is substantially consistent with City of Wildwood

Comprehensive Plan.

- 1) The conceptual development plan illustrates the general location of the following land uses:
  - a. Single Family Residential;
  - b. Common areas and buffer easements (open spaces);
  - c. Recreational (Parks and open spaces)
- 2) The conceptual development plan is conceptual in nature and may be affected or modified by final zoning approval and conditions, by compensating storage capacity in flood prone areas, final wetland or protected species locations and jurisdictional boundaries, final engineering, permitting, surveys, or conservation easements.

3. Section 3, Paragraph C is amended by restating Paragraph C of Section 3 as set forth below:

- C. Development Program. The Project shall be developed in two phases. The phases are shown on “Exhibit B” Conceptual Development Plan attached hereto.
- 1) Residential Development. The residential component of the Project shall contain no more than 561 single family detached housing units/lots and at least one attached housing unit/lot with two dwelling units.
  - 2) Maximum Development Potential. Residential development within the Project shall not exceed four (4) dwelling units/acre. The maximum number of residential units/lots in the Project is 563.

4. Section 3, Paragraph F is amended by restating Paragraph F of Section 3 as set forth below:

- F. Developer’s Agreement. Prior to approval of subdivision preliminary plans, the City and the Developer agree to enter into an amendment to the Developer’s (Utility) Agreement dated October 14, 2013 to address the provision of water and wastewater to the Project. The agreement, as amended, shall also specify, among other items, the ownership and maintenance of the utilities infrastructure associated with the Project.

5. Section 3, Paragraph J, Subsection 4) is amended by restating Paragraph

J, Subsection 4) of Section 3 as set forth below:

- 4) Landscape Design. Yard and common area landscaping will be in conformance with the City of Wildwood Land Development Regulations and as generally depicted in “Exhibit C” attached hereto.

6. Section 3, Paragraph L, Subsection 3) is amended by restating Section 3, Paragraph L, Subsection 3) as set forth below:

- 3) Stormwater. The Project shall contain a stormwater management system which meets the requirements of the Southwest Florida Water Management District, and Chapter 6, section 6.4 of the City’s Land Development Regulations, as set forth in Ordinance No. 2013-56. Drainage retention basins will not be fenced.

7. Section 3, Paragraph M, Subsection 3), Subsection c. is amended by restating Section 3, Paragraph M, Subsection 3), Subsection c. as set forth below:

- c. The Project shall provide sidewalks shown on “Exhibit C” attached hereto. The Project shall not provide sidewalks or multi-modal paths along County Roads 214 and 209. Sufficient right of way along C.R. 214 will be dedicated to the City as shown on “Exhibit’s B and C” so the City may construct a sidewalk should future needs warrant construction. A tract of land along County Road 209 will be dedicated to the City as shown on “Exhibit’s B and C” so the City may construct a multi-modal path should future needs warrant construction.

8. Section 3, Paragraph P is amended by restating Section 3, Paragraph P as set forth below:

- P. Expiration of Planned Development Agreement. Actual construction must begin within the Planned Development within 24 months of the final adoption of the amendment to the Planned Development Agreement. If no construction has started on the approved Planned Development within 24 months, the Planned Development shall lapse and be of no further effect. The City Commission may extend the Planned Development for periods of up to six (6) months provided the applicant can show good cause why the said Project was delayed under the originally approved Planned Development Agreement. However, the City Commission shall not allow extensions to the commencement of construction

beyond 48 months after the effective date of this Ordinance. Notwithstanding anything in the foregoing, once construction has commenced, construction may continue until the completion of the Project.

**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 O2014-12**

**“Exhibit A”**

**Oxford Oaks**

**Legal Description**

## OXFORD OAKS

### LEGAL DESCRIPTION

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

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

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

**Ordinance O2014-12**  
**“Exhibit B”**  
**Oxford Oaks**  
**Conceptual Development Plan**



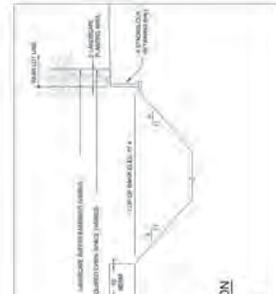
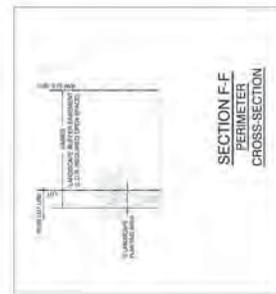
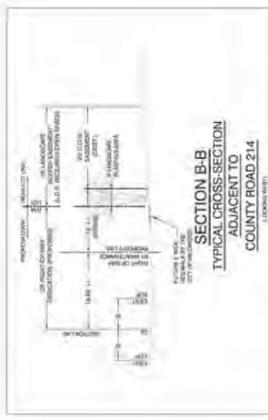
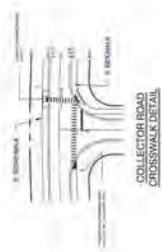
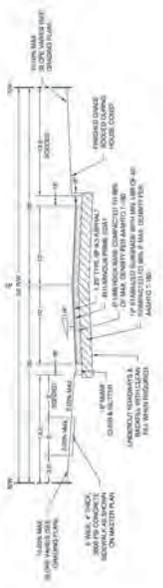
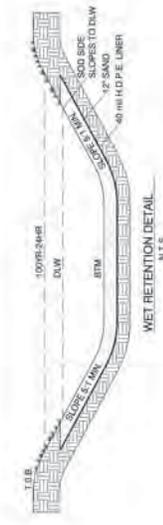
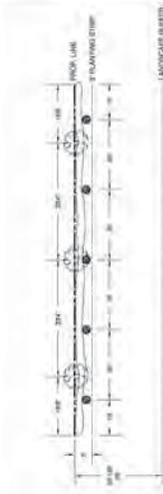
**Ordinance O2014-12**

**“Exhibit C”**

**Oxford Oaks**

**Detail Sections**

DATE	1/23/13
DESIGNED BY	JK
DRAWN BY	JAM
CHECKED BY	RT
SCALE	AS SHOWN
PROJECT NO.	130111000



# CITY COMMISSION OF THE CITY OF WILDWOOD

## EXECUTIVE SUMMARY

**SUBJECT:** Ordinance O2014-15: Annexation of Parcel D18=085 (Baltic Property)

Approval of Ordinance O2014-15

**REQUESTED ACTION:**

<input type="checkbox"/> Work Session (Report Only)	<b>DATE OF MEETING:</b> <u>2/10/14 First Reading</u>
<input checked="" type="checkbox"/> Regular Meeting	<u>2/24/14 Adoption</u>
	<input type="checkbox"/> Special Meeting

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

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

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

**HISTORY/FACTS/ISSUES:**

The applicant, William Keen for Baltic Property Management, LLC, has submitted a voluntary annexation application for parcel D18=085. The property to be annexed totals 0.31 +/- acres and is located at the southwest corner of the intersection of C-466 and NE 36<sup>th</sup> Street.

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 O2014-15.**



\_\_\_\_\_  
Melanie D. Peavy  
Development Services Director



**ORDINANCE NO. O2014-15**

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROVIDING FOR THE VOLUNTARY ANNEXATION OF CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 0.31 ACRES BEING GENERALLY LOCATED ON THE SOUTH SIDE OF C-466 AND EAST OF NE 36TH STREET; IN SECTION 18, TOWNSHIP 18 SOUTH, RANGE 23 EAST; WHICH IS CONTIGUOUS TO THE CITY LIMITS OF THE CITY OF WILDWOOD, FLORIDA; PROVIDING THAT SECTION 1-14 OF THE CITY OF WILDWOOD CODE OF ORDINANCES IS AMENDED TO INCLUDE THE ANNEXED PROPERTY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

**SECTION 1.** Based upon the petition of the owner of the following described real property, which is generally located on the southwest corner of C-466 and NE 36<sup>th</sup> Street, 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 Baltic Property Management Group, LLC, is more particularly described as follows:

**LEGAL DESCRIPTION**

**Parcel # D18=085**

**0.31 +/- Acres**

COMMENCE AT THE N.E. CORNER OF THE SW 1/4 OF THE NE 1/4 OF SECTION 18, TOWNSHIP 18 SOUTH, RANGE 23 EAST AS A POINT OF REFERENCE: THENCE RUN N 89° 53' 43" W 591.94' ALONG THE NORTH LINE OF THE SW 1/4 OF THE NE 1/4 FOR THE POINT OF BEGINNING: (1) CONTINUE N 89° 53' 43" W 107.00' ALONG THE ABOVE SAID NORTH LINE; (2) THENCE S 01° 22' 29" E 153.00'; (3) THENCE S 89° 53' 43" E 107.00'; (4) THENCE N 01° 22' 29" W 153.00' TO THE POINT OF BEGINNING TO CLOSE. LESS THAT PART LYING IN S.R. 466 RIGHT OF WAY.

CONSISTING OF 13,431 SQ. FT. OR 0.31 ACRES, MORE OR LESS.

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

**SECTION 3.** All of the above described annexed property shall be subject to the laws and 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

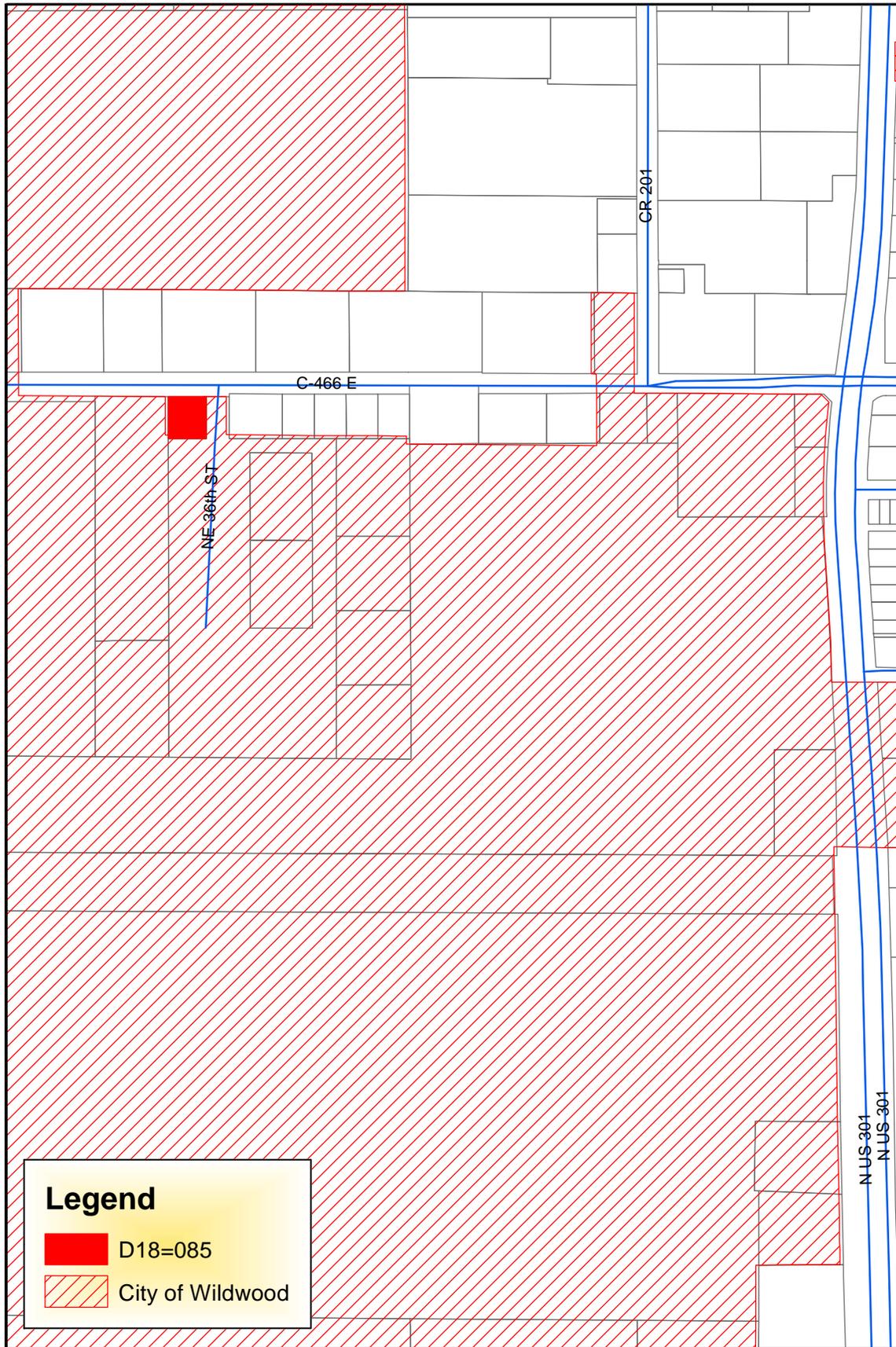
First Reading: \_\_\_\_\_

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

Approved as to form:

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

**Ordinance O2014-15**  
**“Exhibit A”**  
**Baltic Property Annexation (D18=085)**  
**Location Map**



I:\Terr\GIS\Maps\Location - Baltic Property Mgt.mxd - 2/4/2014 2:55:59 PM - tconea

**Legend**

-  D18=085
-  City of Wildwood



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



0 Feet 290 580

**D18=065**  
**BALTIC PROPERTY MANAGEMENT**

**WILDWOOD, FLORIDA**

FEBRUARY 2014

LOCATION MAP

# CITY COMMISSION OF THE CITY OF WILDWOOD

## EXECUTIVE SUMMARY

**SUBJECT:** CDBG-NR Grant Application – Enabling Resolution

**REQUESTED ACTION:** Public Hearing and approval of Resolution R2014-02 authorizing the appropriate City representative to make application to the Florida Department of Economic Opportunity for approval of a Community Development Block Grant in the Neighborhood Revitalization (CDBG-NR) category.

Work Session (Report Only)      **DATE OF MEETING:** February 24, 2014  
 Regular Meeting                       Special Meeting

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

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

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

### HISTORY/FACTS/ISSUES:

The City of Wildwood is considering applying to the Florida Department of Economic Opportunity for a grant under the FFY 2013 Neighborhood Revitalization (NR) category in the amount of \$700,000 under the Small Cities Community Development Block Grant (CDBG) Program. For each activity that is proposed, 70% of the funds must benefit low to moderate income (LMI) persons. The project is described generally as flood, drainage and street improvements to Oak Grove Village, Sunset Park and Young Circle.

Attached is Resolution R2014-02, which authorizes the appropriate City representative to make application to the Florida Department of Economic Opportunity for approval of a Community Development Block Grant in the Neighborhood Revitalization category. **Staff recommends approval of Resolution R2014-02.**



\_\_\_\_\_  
Melanie D. Peavy  
Development Services Director



## RESOLUTION 2014-02

### FFY 2013 CDBG-NR Grant Application

**RESOLUTION OF THE CITY OF WILDWOOD CITY COMMISSION, FLORIDA, AUTHORIZING THE MAYOR, VICE MAYOR, CITY MANAGER, OR CITY CLERK IN HIS/HER ABSENCE TO MAKE APPLICATION TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY FOR APPROVAL OF A COMMUNITY DEVELOPMENT BLOCK GRANT, NEIGHBORHOOD REVITALIZATION CATEGORY; FINDING THAT THE CDBG APPLICATION IS CONSISTENT WITH THE LOCAL COMPREHENSIVE PLAN AND ADOPTING THE LOCAL COMPREHENSIVE PLAN AS THE CITY'S COMMUNITY DEVELOPMENT PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Wildwood, Florida is experiencing a need for physical improvements in one or more low-to-moderate income neighborhoods; and

**WHEREAS**, it is the desire of the City Commission that local residents be assisted in creating an improved living environment in these areas.

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

**SECTION 1.** That the Community Development Block Grant (CDBG) program is declared to be a workable program for providing needed physical improvements in the low-to-moderate income area(s) indicated in the proposed FFY 2013 CDBG application.

**SECTION 2.** The City Commission hereby directs the Mayor, Vice Mayor, City Manager or City Clerk in his/her absence, to sign all necessary certifications of the Community Development Block Grant (CDBG) application.

**SECTION 3.** That the City Commission directs the Mayor, Vice Mayor, City Manager or City Clerk in his/her absence to execute and submit the CDBG grant application to the Florida Department of Economic Opportunity for state approval.

**SECTION 4.** That the Mayor, Vice Mayor, City Manager or City Clerk in his/her absence, is authorized and directed to submit additional information in a timely manner as

may be required by the Florida Department of Economic Opportunity during the application review process and after execution of a contract agreement with the Department.

**SECTION 5.** The proposed CDBG application is consistent with the local comprehensive plan.

**SECTION 6.** The City's comprehensive plan is hereby adopted as the City's community development plan.

**SECTION 7.** That this Resolution shall take effect immediately upon its passage.

**DONE AND RESOLVED**, this \_\_\_\_\_ day of February, 2014, in regular session, by the City Commission of the City of Wildwood, Florida.

CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA

(SEAL)

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

ATTEST: \_\_\_\_\_  
Joseph Jacobs

Approved as to form:

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

# CITY COMMISSION OF THE CITY OF WILDWOOD

## EXECUTIVE SUMMARY

**SUBJECT:** Railroad Reimbursement Agreement Between FDOT, City, and CSX for Crossing Signals at Lynum Street (C-44A)

**REQUESTED ACTION:** Approval of R2014-03

Work Session (Report Only)      **DATE OF MEETING:** February 24, 2014  
 Regular Meeting                       Special Meeting

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

**BUDGET IMPACT:**                      \$2,136/year

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

### HISTORY/FACTS/ISSUES:

Resolution R2014-03 authorizes the City to execute a Railroad Reimbursement Agreement between the FDOT, City, and CSX Transportation Inc. for the installation and maintenance of Automatic Grade Crossing Signals at the Lynum Street crossing of the CSX rail line.

Ownership and maintenance of Lynum Street/C-44A was transferred from the County to City with the approval of the Interlocal Service Boundary Agreement/Joint Planning Area.

The key terms of the Agreement are as follows:

- CSX will install the crossing signals and will be reimbursed by FDOT for installation costs
- After completion, CSX will be responsible for operation and 50% of the annual maintenance costs
- The City is responsible for the remaining 50% of the annual maintenance costs and will be billed by CSX accordingly

The Agreement has been reviewed by all potentially affected Departments including the City Attorney. **Staff recommends approval of Resolution R2014-03** and execution of the Reimbursement Agreement.



Jason F. McHugh, AICP  
Assistant City Manager/Director of Strategic Planning

CITY RESOLUTION  
GRADE CROSSING TRAFFIC CONTROL DEVICES AND FUTURE RESPONSIBILITY

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
43186615701	LYNUM ST.	SUMTER	5(18570-SIGG)	OOS5-050-J

A RESOLUTION AUTHORIZING EXECUTION OF A RAILROAD REIMBURSEMENT AGREEMENT FOR THE INSTALLATION OF GRADE CROSSING TRAFFIC CONTROL DEVICES, AND FUTURE MAINTENANCE AND ADJUSTMENT OF SAID DEVICES; PROVIDING FOR THE EXPENDITURE OF FUNDS; AND PROVIDING WHEN THIS RESOLUTION SHALL TAKE EFFECT.

RESOLUTION NO. \_\_\_\_\_

ON MOTION OF Commissioner (Councilman) \_\_\_\_\_,  
seconded by Commissioner (Councilman) \_\_\_\_\_, the following  
RESOLUTION was adopted:

WHEREAS, the State of Florida Department of Transportation is constructing, reconstructing or otherwise changing a portion of the Public Road System, on LYNUM ST.,  
which shall call for the installation and maintenance of railroad grade crossing traffic control devices for railroad grade crossing over or near said highway; and

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

That the City of WILDWOOD enter into a RAILROAD REIMBURSEMENT AGREEMENT with the  
State of Florida Department of Transportation and the CSX TRANSPORTATION, INC.  
Company for the installation and maintenance of certain grade crossing traffic control devices designated as Financial Project  
Number 431866-1-57-01 on LYNUM ST. which crosses the right of way and tracks of the  
Company at FDOT/AAR Crossing No. 625318-C located near WILDWOOD,  
Florida; and

That the City assume it's share of the costs for future maintenance and adjustment of said grade crossing traffic  
control devices as designated in the RAILROAD REIMBURSEMENT AGREEMENT; and

That the Mayor and City Clerk be authorized to enter into such agreements with the State of Florida Department of  
Transportation; and the CSX TRANSPORTATION, INC.  
Company as herein described; and

That this RESOLUTION shall take effect immediately upon adoption.

INTRODUCED AND PASSED by the City Commission of the City of WILDWOOD,  
Florida, in regular session this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Mayor - Commissioner

ATTEST: \_\_\_\_\_  
City Auditor and Clerk

(SEAL)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**RAILROAD REIMBURSEMENT AGREEMENT**  
**GRADE CROSSING TRAFFIC CONTROL DEVICES - MUNICIPAL**

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
43186615701	LYNUM ST.	SUMTER	5(18570-SIGG)	OOS5-050-J

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and CSX TRANSPORTATION, INC., a corporation organized and existing under the laws of VIRGINIA with its principal place of business in the City of JACKSONVILLE, County of DUVAL State of FLORIDA, hereinafter called the COMPANY; and the City of WILDWOOD, a municipal corporation, hereinafter called the CITY.

WITNESSETH:

WHEREAS, the DEPARTMENT is constructing, reconstructing or otherwise changing a portion of the Public Road System, designated by the Financial Project ID 431866-1-57-01, on LYNUM ST., which crosses at grade the right of way and tracks of the COMPANY'S Milepost S-761.66, FDOT/AAR Crossing Number 625318-C, at or near WILDWOOD, as shown on DEPARTMENT'S Plan Sheet No. 17881 & 17882, attached hereto as a part hereof; and

NOW, THEREFORE, in consideration of the mutual undertakings as herein set forth, the parties hereto agree as follows:

1. The COMPANY shall furnish the necessary materials and install Automatic Grade Crossing Signals Type III Class IV and/or other traffic control devices at said location on an actual cost basis and in accordance with (1) the attached detailed statement of the work, plans, and specifications; and (2) the DEPARTMENT'S Plans and Standard Index Number 17882 attached hereto and made a part hereof.
2. After installation of said signals is completed, fifty (50%) percent of the expense thereof in maintaining the same shall be borne by the CITY and fifty (50%) percent shall be borne by the COMPANY, as enumerated by the Schedule of Annual Cost of Automatic Highway Grade Crossing Devices attached hereto and by this reference made a part hereof and subject to future revision.
3. After said signals have been installed and found to be in satisfactory working order by the parties hereto, the same shall be immediately put into service, operated and maintained by the COMPANY so long as said COMPANY or its successors or assigns shall operate the said signals at said grade crossing; or until it is agreed between the parties hereto that the signals are no longer necessary or until the said crossing is abandoned; or legal requirements occur which shall cease operation of signals thereat.

The COMPANY agrees that any future relocation or adjustment of said signals shall be performed by the COMPANY, but at the expense of the party initiating such relocation. Upon relocation the maintenance responsibilities shall be in accordance with the provisions of this agreement. It is further agreed that the cost of maintaining any additional or replacement signal equipment at the same location will be shared as provided under Paragraph 2. above.

4. Unless otherwise agreed upon herein, the CITY agrees to ensure that at the crossing the advance warning signs and railroad crossing pavement markings will conform to the U.S. Department of Transportation Manual on Uniform Traffic Control Devices within 30 days of notification that the railroad signal improvements have been completed and that such signs and pavement markings will be continually maintained at an acceptable level.

5. The COMPANY hereby agrees to install and/or adjust the necessary parts of its facilities along said road in accordance with the provisions set forth in the:

- (a) DEPARTMENT Procedure No. 725-080-002 Appendix D.4, and Rule 14.57.011 "Public Railroad-Highway Grade Crossing Costs", Florida Administrative Code.
- (b) Federal Highway Administration Federal-Aid Policy Guide, 23 C.F.R. Subchapter G, Part 646, Subpart B, and 23 C.F.R., Subchapter B, Part 140, Subpart I,

and any supplements thereto or revisions thereof, which, by reference hereto, are made a part hereof. The COMPANY further agrees to do all of such work, with its own forces or by a contractor paid under a contract let by the COMPANY, all under the supervision and approval of the DEPARTMENT and the Federal Highway Administration, when applicable.

6. The DEPARTMENT hereby agrees to reimburse the COMPANY for all costs incurred by it in the installation and/or adjustment of said facilities, in accordance with the provisions of Procedure No. 725-080-002 Appendix D-4 "Billing Requirements," and any supplements thereto or revisions thereof. It is understood and agreed by and between the parties hereto that preliminary engineering costs not incorporated within this agreement shall not be subject to payment by the DEPARTMENT.

7. Attached hereto, and by this reference made a part hereof, are plans and specifications of the work to be performed by the COMPANY pursuant to the terms hereof, and an itemized estimate of the cost thereof in the amount of \$ 209,076.00 . All work performed by the COMPANY pursuant hereto, shall be performed according to these plans and specifications as approved by the DEPARTMENT and the Federal Highway Administration if federal aid participating; and all subsequent plan changes shall likewise be approved by the DEPARTMENT and the Federal Highway Administration, when applicable.

8. All labor, services, materials, and equipment furnished by the COMPANY in carrying out the work to be performed hereunder shall be billed by the COMPANY direct to the DEPARTMENT. Separate records as to the costs of

contract bid items and force account items performed for the COMPANY shall also be furnished by the COMPANY to the DEPARTMENT.

9. The COMPANY has determined that the method to be used in developing the relocation or installation cost shall be as specified for the method checked and described hereafter:

- (a) Actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.
- (b) Actual and related indirect costs accumulated in accordance with an established accounting procedure developed by the COMPANY and approved by the DEPARTMENT.
- (c) An agreed lump sum \$ 0.00 , as supported by a detail analysis of estimated cost attached hereto. (NOTE: This method is not applicable where the estimated cost of the proposed adjustment exceeds \$100,000.)

10. The installation and/or adjustment of the COMPANY'S facility as planned  will  will not involve additional work over and above the minimum reimbursable requirements of the DEPARTMENT. (If upgrading and/or nonreimbursable work is involved at the option of the COMPANY, then credit against the cost of the project is required and will be governed by the method checked and described hereafter):

- (a) \_\_\_\_\_ % will be applied to the final billing of work actually accomplished to determine required credit for (betterment) and/or (expired service life) and/or (nonreimbursable segments).
- (b) All work involving nonreimbursable segments will be performed by special COMPANY work or job order number apart and separate from the reimbursable portion of the work; such work or job order number to be \_\_\_\_\_. The COMPANY further agrees to clearly identify such additional work areas in the COMPANY'S plans and estimates for the total work covered by this Agreement.
- (c) \$ \_\_\_\_\_ credited for  betterment  expired service life  
 nonreimbursable segments in accord with Article 9.(c) hereinabove.

11. It is specifically agreed by and between the DEPARTMENT and the COMPANY that the DEPARTMENT shall receive fair and adequate credit for any salvage which shall accrue to the COMPANY as a result of the above installation and/or adjustment work.

12. It is further agreed that the cost of all improvements made during this adjustment work shall be borne by the COMPANY, subject only to the DEPARTMENT bearing such portion of this cost as represents the cost of adjustment of previously existing facility, less salvage credit as set forth in the immediately preceding paragraph.

13. Upon completion of the work the COMPANY shall, within one hundred eighty (180) days, furnish the DEPARTMENT with two (2) copies of its final and complete billing of all costs incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of the items contained in the estimate attached hereto. The totals for labor, overhead, travel expense, transportation, equipment, material and supplies, handling costs and other services shall be shown in such a manner as will permit ready comparison with the approved plans and estimates. Materials shall be itemized where they represent major components of cost in the relocation following the pattern set out in the approved estimate as closely as is possible. Salvage credits from recovered and replaced permanent and recovered temporary materials shall be reported in said bills in relative position with the charge for the replacement or the original charge for temporary use.

The final billing shall show the description and site of the Project; the date on which the first work was performed, or, if preliminary engineering or right-of-way items are involved, the date on which the earliest item of billed expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred; and the location where the records and accounts billed can be audited. Adequate reference shall be made in the billing to the COMPANY'S records, accounts and other relevant documents. All cost records and accounts shall be subject to audit by a representative of the DEPARTMENT. Upon receipt of invoices, prepared in accordance with the provisions of the above indicated Reimbursement Policy, the DEPARTMENT agrees to reimburse the COMPANY in the amount of such actual costs as approved by the DEPARTMENT'S auditor.

14. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT's Comptroller under Section 334.044(29), F.S., or by the Department of Financial Services under Section 215.422(14), Florida Statutes (F.S.).

15. In accordance with Section 287.058, Florida Statutes, the following provisions are in this Agreement: If this Contract involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

16. Bills for travel expenses specifically authorized in this agreement shall be submitted and paid in accordance with DEPARTMENT Rule 14-57.011 "Public Railroad-Highway Grade Crossing Costs" and the Federal Highway Administration Federal-Aid Policy Guide, Subchapter B, Part 140, Subpart I "Reimbursement for Railroad Work."

17. In accordance with Section 215.422, Florida Statutes, the following provisions are in this Agreement: Contractors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 215.422(3)(b), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Contractor. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. Invoices which have to be returned to a Contractor because of Contractor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.

18. ~~The COMPANY shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COMPANY in conjunction with this Agreement. Specifically, if the COMPANY is acting on behalf of a public agency the COMPANY shall:~~

- ~~(1) Keep and maintain public records that ordinarily and necessarily would be required by the DEPARTMENT in order to perform the services being performed by the COMPANY.~~
- ~~(2) Provide the public with access to public records on the same terms and conditions that the DEPARTMENT would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.~~
- ~~(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.~~
- ~~(4) Meet all requirements for retaining public records and transfer, at no cost, to the DEPARTMENT all public records in possession of the COMPANY upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the DEPARTMENT in a format that is compatible with the information technology systems of the DEPARTMENT.~~

~~Failure by the COMPANY to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT. The COMPANY shall promptly provide the DEPARTMENT with a copy of any request to inspect or copy public records in possession of the COMPANY and shall promptly provide the DEPARTMENT a copy of the COMPANY'S response to each such request.~~

19. In the event this contract is for services in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

20. In accordance with Section 287.133 (2)(a), Florida Statutes, the following provisions are included in this Agreement:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

21. In accordance with Section 287.134(2)(a), Florida Statutes, the following provisions are included in this Agreement:

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

22. In accordance with Section 287.0582, Florida Statutes, the following provision is included in this Agreement:

The Department's obligation to pay under this section is contingent upon an annual appropriation by the Florida Legislature.

23. ~~The COMPANY covenants and agrees that it will indemnify and hold harmless the DEPARTMENT and all of the DEPARTMENT'S officers, agents, and employees from any claim, loss, damage, cost charge, or expense arising out of any act, action, neglect, omission or delay by the COMPANY during the performance of the contract,~~

~~whether direct or indirect, and whether to any person or property to which the DEPARTMENT or said parties may be subject, except that neither the COMPANY nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the DEPARTMENT or any of its officers, agents, or employees.~~

24. COMPANY shall:

1. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COMPANY during the term of the contract; and
2. expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

25. It is understood and agreed by the parties to this Agreement that if any part, term, or provision of this Agreement is held illegal by the courts or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

26. Any questions or matters arising under this Agreement as to validity, construction, enforcement, performance, or otherwise, shall be determined in accordance with the laws of the State of Florida. Venue for any action arising out of or in any way related to this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

27. The parties agree to bear their own attorney's fees and costs with respect to this Agreement.

28. The parties agree that this Agreement is binding on the parties, their heirs-at-law, and their assigns and successors in interest as evidenced by their signatures and lawful executions below.

29. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

30. Paragraphs 18 and 23 were stricken, prior to execution by all parties, at the request of CSX Transportation, Inc.

31. Upon execution of this agreement by all parties and after all signal improvements have been placed in service, the Signal Agreement dated February 12, 1964 will be terminated.

32. This project includes the installation of two pedestrian gates and cable only.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, the day and year first above written.

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
(TITLE: Director of Transportation Operations )

COMPANY: CSX TRANSPORTATION, INC. \_\_\_\_\_

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

CITY OF WILDWOOD \_\_\_\_\_, FLORIDA

BY: \_\_\_\_\_  
(TITLE: \_\_\_\_\_ )

Legal Review

Approved as to Funds Available

Approved as to FAPG Requirements

BY: \_\_\_\_\_  
Attorney - DOT                      Date

BY: \_\_\_\_\_  
Comptroller - DOT                      Date

BY: \_\_\_\_\_  
FHWA                                      Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES  
ANNUAL MAINTENANCE COSTS**

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
43186615701	CR-44A / HUEY ST.	SUMTER	5(18570-SIGG)	OOS5-050-J

COMPANY NAME: CSX TRANSPORTATION, INC.

A. FDOT/AAR XING NO.: 625318-C RR MILE POST TIE: S-761.66

B. TYPE SIGNALS PROPOSED III CLASS IV DOT INDEX: 17882

**SCHEDULE OF ANNUAL COST OF AUTOMATIC  
HIGHWAY GRADE CROSSING TRAFFIC CONTROL DEVICES**

Annual Maintenance Cost Exclusive of Installation

<u>CLASS</u>	<u>DESCRIPTION</u>	<u>COST*</u>
I	Flashing Signals - One Track	\$2,256.00
II	Flashing Signals - Multiple Tracks	\$2,985.00
III	Flashing Signals and Gates - One Track	\$3,402.00
IV	Flashing Signals and Gates - Multiple Tracks	\$4,272.00
V	3 or 4 Quadrant Flashing Signals and Gates - One Track	\$6,726.00
VI	3 or 4 Quadrant Flashing Signals and Gates - Multiple Tracks	\$8,442.00

AUTHORITY: FLORIDA ADMINISTRATIVE RULE 14-57.011  
Public Railroad-Highway Grade Crossing Costs

EFFECTIVE DATE: July 22, 1982

GENERAL AUTHORITY: 334.044, F.S.

SPECIFIC LAW IMPLEMENTED: 335.141, F.S.

\*This schedule will become effective July 1, 2011 and will be reviewed every 5 years and revised as appropriate based on the Consumer Price Index for all Urban Consumers published by the U.S. Department of Labor.



**GENERIC INSTALLATION ESTIMATE  
GRADE CROSSING TRAFFIC CONTROL DEVICES**

To: Florida Dept. of Transportation For: Type 3, Class 4  
 DOT Project No.: \_\_\_\_\_, New Installation: X Modification: \_\_\_\_\_  
 Location: Wildwood County: Sumter State: Florida  
 Road Jurisdiction: \_\_\_\_\_, Road Name: Huey Street  
 DOT CROSSING #: 625318C RR MP: S-761.66

I. Preliminary Engineering:	Company Forces	Contract X	\$ 4,327
II. Contract Engineering:	Company Forces.	Contract X	\$ 11,700
III. Construction Engineering:	Company Forces X	Contract	\$ 3,901
IV. Material:			
Shop Material (House and Predictor/Motion Unit) . . . . .		\$	34,145
Field Material (Warning Devices and Consumables) . . . . .		\$	40,000
Material Transportation (Freight) . . . . .		\$	4,700
Material Sales Tax . . . . .		\$	5,190
AC Power Service . . . . .		\$	2,500
Additional Item. . . . .		\$	0
Total Material . . . . .		\$	86,535
V. Equipment:			
Company Owned . . . . .		\$	600
Rental . . . . .		\$	13,000
Total Equipment . . . . .		\$	13,600
VI. Labor:			
Construction Labor . . . . .		\$	26,008
Shop Labor . . . . .		\$	1,260
Additives to Construction Labor . . . . .		\$	23,600
Additives to Shop Labor . . . . .		\$	1,092
Meals and Lodging (Substinance) . . . . .		\$	13,500
Total Labor . . . . .		\$	65,461
		Sub-Total . . . . .	\$ 185,524
VII. Miscellaneous Items:			
Contingencies 10% . . . . .		\$	18,552
Administrative . . . . .		\$	5,000
_____ . . . . .		\$	
_____ . . . . .		\$	
VIII. Total Estimated Cost By: Patrick Lahey	Date: 07-17-2011		\$ 209,076
IX. Submitted By: CSX Transportation			

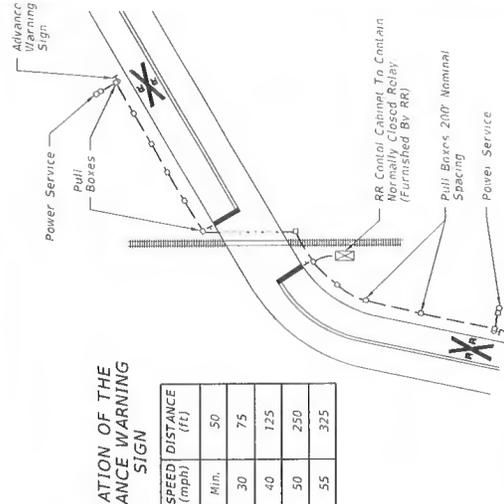
This generic estimate shall not be used in negotiations or as an exhibit in construction and maintenance agreements which do not provide for billing of actual costs. This estimate is not valid for lump sum projects.

Crossing No:	625318C	Roadway:	HUEY STREET	County:	Sumter	City:	Wildwood
Rank 2010:	806	SR No.:	CR 44 A	RR Company:	CSX	Date:	7/21/10
Index 2010:	66.01	US No.:		Division Name:	JX	RR Rep:	
Rank 2009:	847	Latitude:	28.8585667	Subdivision Name:	OCALA		
Index 2009:	66.46	Longitude:	82.0437167	Branch Name:	S 801		
Rank 2008:	891	RR Milepost:		761.66			
Index 2008:	66.46	Recommend Warning:	FL&G&P				
Purpose:	Old FL&G						
							Crossing Stats Year: 2010

Roadway Speed:	25	<input type="checkbox"/>		Min Train Speed:	15	<input type="checkbox"/>	
Crossing Angle:	60-90 deg	<input type="checkbox"/>		Max Train Speed:	20	<input type="checkbox"/>	35
Traffic Count/AADT: 2772 (2008)		<input type="checkbox"/>		Day Thru / Switch:	21 /	<input type="checkbox"/>	
Truck %:		<input type="checkbox"/>		Night Thru / Switch:	15 /	<input type="checkbox"/>	
School Buses:	41	<input type="checkbox"/>		Passenger Train Count:		<input type="checkbox"/>	
Traffic Date:		<input type="checkbox"/>		Commuter Train Count:		<input type="checkbox"/>	
Thru Lanes:	2	<input type="checkbox"/>		Train Count Date:	4/17/1999	<input type="checkbox"/>	
Aux Lanes:	0	<input type="checkbox"/>		Mainline Tracks:	2	<input type="checkbox"/>	
Traf Sgnl Preemp: Not Interconnect		<input type="checkbox"/>		Other Line Tracks:	1	<input type="checkbox"/>	
Train Sgnl in Proximity to Xing?		<input type="checkbox"/>		Train Detection:	None	<input type="checkbox"/>	motion PMD-A
ENS (Y/N):	Y	<input type="checkbox"/>		No trespass posted?:		<input type="checkbox"/>	
Crossbucks on Mast:	2	<input type="checkbox"/>		Flashing on Cant not over Traffic:	0	<input type="checkbox"/>	
Crossbucks on Cantilever:	0	<input type="checkbox"/>		Flashing on Cant over Traffic:	0	<input type="checkbox"/>	
Stop Sign:	0	<input type="checkbox"/>		Flashing Lights on Mast:	2	<input type="checkbox"/>	
Yield Signs (Y/N):	N	<input type="checkbox"/>		Gate Count:	2	<input type="checkbox"/>	
Other Sign:	R15-2	<input type="checkbox"/>		4 Quad Gates (Y/N):	N	<input type="checkbox"/>	
# Other Signs:	2	<input type="checkbox"/>		Ped Gates(None/FLG):		<input type="checkbox"/>	
Advanced Warning (Y/N):	Y	<input type="checkbox"/>		LED Count:	0	<input type="checkbox"/>	
Side St. Adv Warning (Y/N):	N	<input type="checkbox"/>		8" Count:	0	<input type="checkbox"/>	
Hump Sign (Y/N):	N	<input type="checkbox"/>		12" Count:	8	<input type="checkbox"/>	
Pvmnt Marks: Stoplines+RR Xing		<input type="checkbox"/>		Signal Mod Date:		<input type="checkbox"/>	
Bell Count:	2	<input type="checkbox"/>		Signal Maint Agency:	New Field	<input type="checkbox"/>	
Surface Mod Date:		<input type="checkbox"/>		Surface Maint Agency:	County	<input type="checkbox"/>	
Surface Type:	Asphalt	<input type="checkbox"/>		Sidewalk Thru Xing (Y/N):	N	<input type="checkbox"/>	
Surface Condition:	Fair	<input type="checkbox"/>		Sidewalk Present (Y/N):	Y	<input type="checkbox"/>	
Approach:	Moderate	<input type="checkbox"/>		Illuminated (Y/N):	Y	<input type="checkbox"/>	
Vehicle Reaction:	Appreciable	<input type="checkbox"/>		Distance mast to curb (4'9") or (2') sw		<input type="checkbox"/>	
Driver Reaction:	Some Drivers	<input type="checkbox"/>		Distance mast to travelway (12'3")		<input type="checkbox"/>	
Team Recommendations:				If < 45mph, mast to travel (10')		<input type="checkbox"/>	
<del>XXXXXXXXXX</del> : FL&G's Cabinet, PMD-3 and				Lane width > 23' = cantilever		<input type="checkbox"/>	
two ped gates				Mast to RR (15') or (12' exception)		<input type="checkbox"/>	
				Gate Tip to median (4')		<input type="checkbox"/>	

Conflicts:

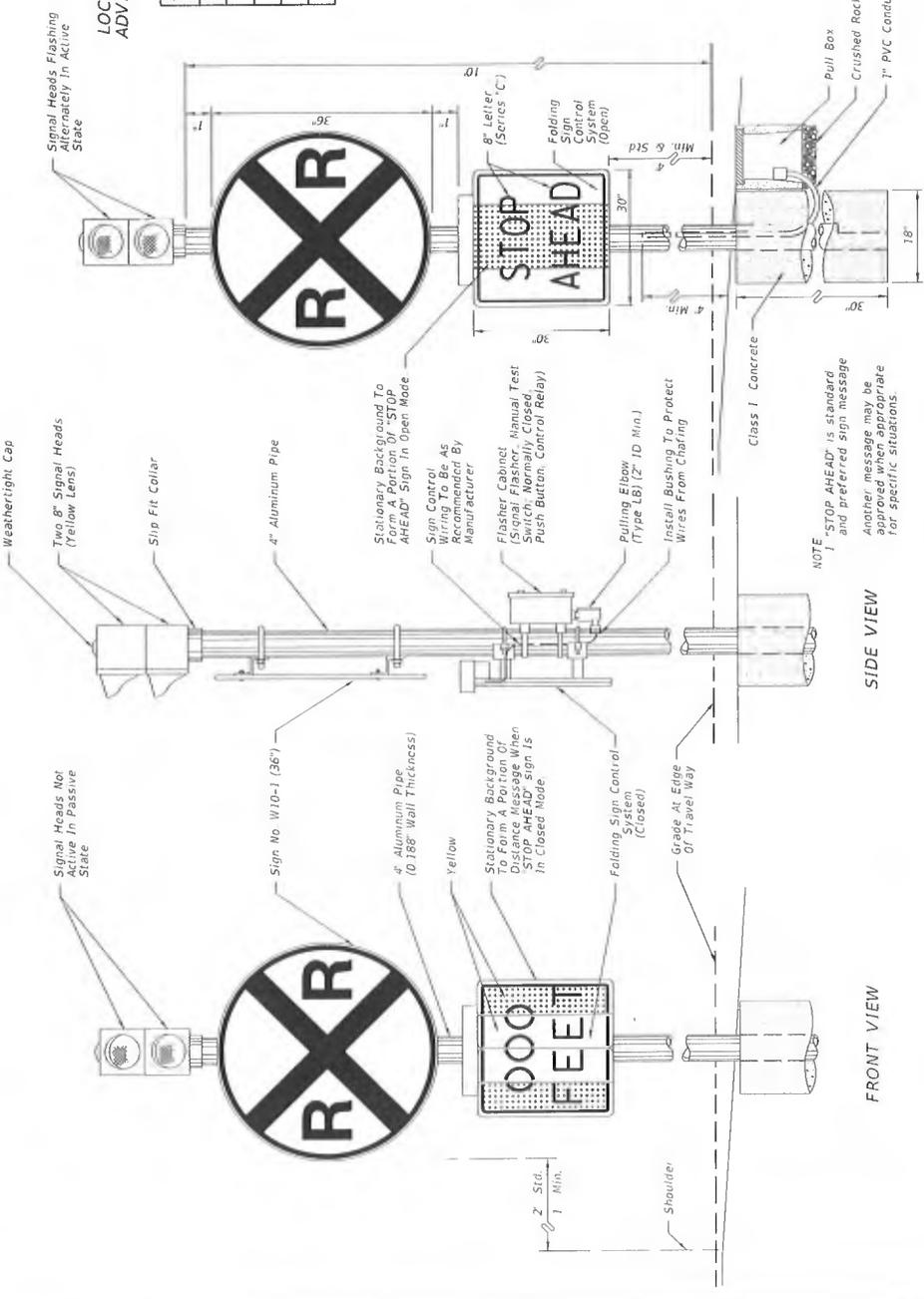
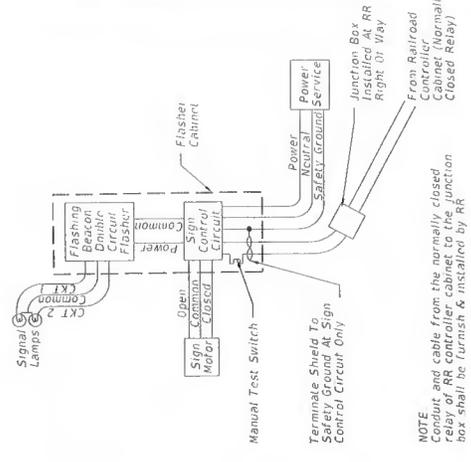
The Distance Is Measured Along Right Edge Of Pavement From RR Stop Bar To Sign Advance Warning Sign



**LOCATION OF THE ADVANCE WARNING SIGN**

SPEED (mph)	DISTANCE (ft)
Min.	50
30	75
40	125
50	250
55	325

**FUNCTIONAL BLOCK DIAGRAM**



**PASSIVE STATE**  
(TRAIN CIRCUIT NOT ACTUATED)

**ACTIVE STATE**  
(TRAIN CIRCUIT ACTUATED)

**FUNCTIONAL BLOCK DIAGRAM**

FDOT DESIGN STANDARDS  
2013



ADVANCE WARNING FOR R/R CROSSING

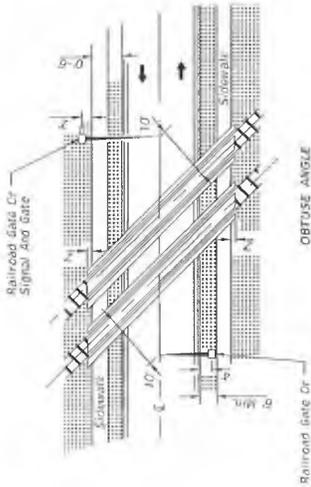
SHEET NO. 17881  
INDEX NO. 1

REVISION	DESCRIPTION
07/01/05	LAST REVISION

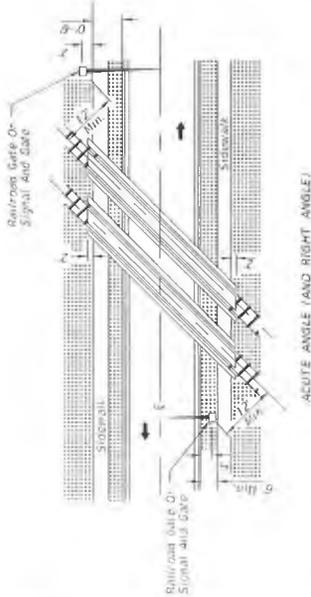


**GENERAL NOTES**

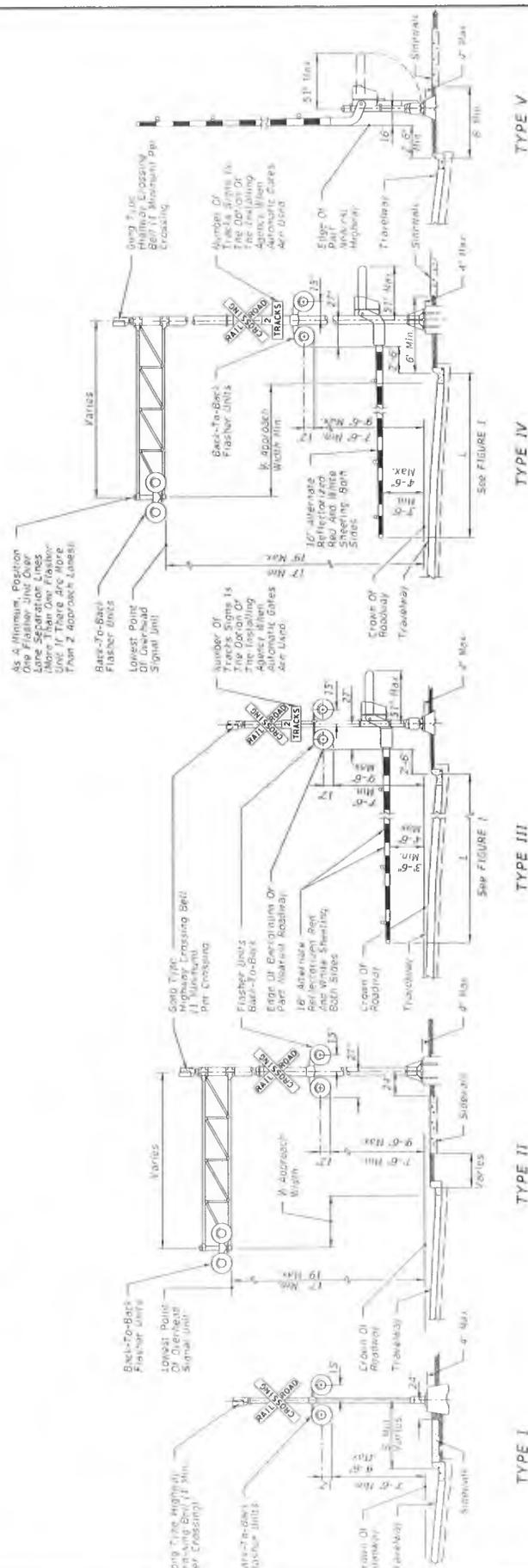
1. The location of flashing signals and stop lines shall be established based on (a) state or present regulations or (b) with appropriate traffic clearance.
2. Where plans call for railroad traffic control devices to be installed in curved streets, the terminal signals shall be 12'-6" from the centerline of the street.
3. Location of railroad traffic control devices is based on the distance available between face of curb & sidewalk to 6' - 0" lower than existing sidewalk. (Note: 6' - 0" lower than existing face of curb and sidewalk.)
4. Stop line to be perpendicular to edge of roadway, addition 15' from nearest rail, or 8' from and parallel to gate when crossing.
5. When a concrete approach flashing light signal is used, the signal shall be 12' from the centerline of the roadway to the lowest point of the overhead signal unit.



**SIGNAL PLACEMENT AT RAILROAD CROSSING  
(2 LANES, CURB & GUTTER)**  
OBTUSE ANGLE



**SIGNAL PLACEMENT AT RAILROAD CROSSING  
(2 LANES, CURB & GUTTER)**  
ACUTE ANGLE (AND RIGHT ANGLE)



LAST REVISION	DESCRIPTION:	FDOT DESIGN STANDARDS 2013	RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES	INDEX NO. 17882	SHEET NO. 2
01/01/11					

RAILROAD CROSSING AT  
MULTILANE ROADWAY

RAILROAD CROSSING AT  
TWO (2)-LANE ROADWAY

Stop Bar Perpendicular  
In Edge Of Travel Way  
0'-8" From & Parallel To  
Gate When Present.

24" White

10' Min.

6" Dbl. Yellow

See Note 5

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RAILROAD CROSSING AT  
TWO (2)-LANE ROADWAY

RAILROAD CROSSING AT  
MULTILANE ROADWAY

Stop Bar Perpendicular  
In Edge Of Travel Way  
0'-8" From & Parallel To  
Gate When Present.

24" White

10' Min.

6" Dbl. Yellow

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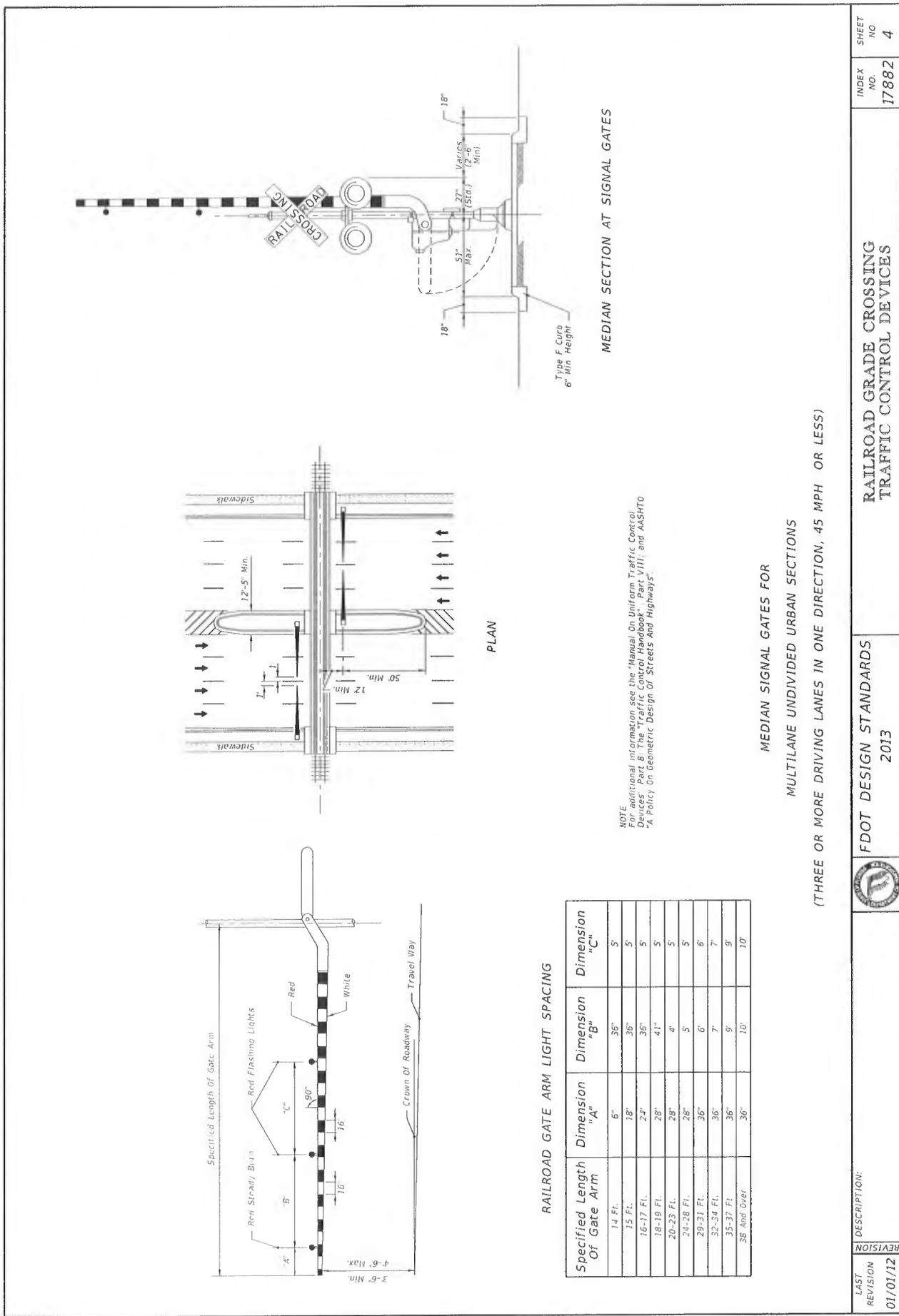
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NOTE  
For additional information, see the "Manual on Uniform Traffic Control Devices" published by the Federal Highway Administration, and AASHTO "A Policy on Geometric Design of Streets and Highways".

RAILROAD GATE ARM LIGHT SPACING

Specified Length Of Gate Arm	Dimension "A"	Dimension "B"	Dimension "C"
14 Ft.	6"	36"	5'
15 Ft.	18"	36"	5'
16-17 Ft.	24"	36"	5'
18-19 Ft.	28"	41"	5'
20-23 Ft.	28"	4'	5'
24-28 Ft.	28"	5'	5'
29-31 Ft.	36"	6'	6'
32-34 Ft.	36"	7'	7'
35-37 Ft.	36"	9'	9'
38 and Over	36"	10'	10'

MEDIAN SIGNAL GATES FOR

MULTILANE UNDIVIDED URBAN SECTIONS

(THREE OR MORE DRIVING LANES IN ONE DIRECTION, 45 MPH OR LESS)



FDOT DESIGN STANDARDS  
2013

RAILROAD GRADE CROSSING  
TRAFFIC CONTROL DEVICES

INDEX NO. 17882  
SHEET NO. 4

REVISION  
01/01/12

DESCRIPTION:

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## CITY OF WILDWOOD

### **CITY COMMISSION REPORT**      Commission Meeting Date: Feb. 24, 2014

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Subject:                      Champagne Farm Wells (CFW)

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

Department:                Utility Department

---

Staff Recommendation (Motion Ready): Recommend approval of the Memorandum of Understanding (MOU) between the City of Wildwood, Withlacoochee Regional Water Supply Authority and Marion County.

---

#### **BACKGROUND:**

- An agreement between the City of Wildwood, Florida and Champagne Farm, Inc. dated April 14, 2008 and recorded in OR Book 1943, pages 221 – 231 provided for Champagne Farm to transfer ownership of 6 acres to the City and in return the Developer (Champagne Farm, Inc.) will owe no water TIE fees.
- The City constructed two (2) Lower Floridan Aquifer wells on the Champagne Farm site in 2010, these wells were to serve as Alternative Water Supply wells (AWS).
- Florida Statutes provides a definition for ground water to be qualified as AWS. (salinity as measured by Total Dissolved Solids must be greater than 500 mg/l. The TDS of these wells ranges from 215 mg/l to 490 mg/l.
- The well construction was paid for by the City while the Southwest Florida Water Management District (SWFWMD) paid for the cost of the testing of the wells.
- The City's consultant, Kimley-Horn and Associates, Inc. (KHA), prepared a report titled "Champagne Farm Preliminary Design Report" (PDR) providing for design criteria and an opinion of probable cost for the construction of a water treatment plant (WTP) on the Champagne Farm site and a distribution system to connect with the City's existing distribution system.
- The City is a member of the Withlacoochee Regional Water Supply Authority (WRWSA).
- WRWSA has retained Cardno Entrix to prepare a "2014 Water Supply Plan Update".
- As a member of the Technical Advisory Committee (TAC) for this update, I attend all of the TAC meeting.

#### **FINDING, CONCLUSIONS AND RECOMMENDATIONS:**

##### **FINDINGS:**

- The Champagne Farm wells are located on the west side of I-75, at the northern end of CR 231 approximately 9,000 feet north of SR 44 and approximately 19,000 feet west/southwest of the City's CR 214 Re-Pump Station.

- There are three Developments of Regional Impact (DRI) located in the southeastern part of the City:
  - Southern Oaks is located on the east side of CR 468 east of Continental Country Club and, as the crow flies, almost eleven (11) miles from CFW.
  - Wildwood Springs is located on the south side of CR 468 between US 301 and CR 501 and, as the crow flies, almost nine (9) miles from CFW.
  - Landstone is located on the south side of CR 470 across from the Federal Prison and, as the crow flies, almost thirteen (13) miles from CFW.
- The wells are presently capped and not being utilized.
- The PDR provided the following Opinions of Probable Cost of the recommended infrastructure improvements for Phase 1 (10 year growth projection):

4.5 MGD Water Treatment Plant	\$8,238,000
24" Water Main Champagne Farm to SR 44	\$4,206,000
24" Water Main from Champagne Farm to CR 214 Re-Pump Sta.	\$5,814,000
<b>TOTAL</b>	<b>\$18,258,000</b>

- Phase 2, 20 year growth period requires the following:

Additional 1.5 MGD Water Treatment Plant capacity	\$1,230,000
SR 44 Eastern Loop (Southern Oaks)	\$5,868,000
CR 468/CR 501 Water Main Upgrade	\$5,382,000
<b>TOTAL</b>	<b>\$12,298,000</b>

- As part of the 2014 Water Supply Plan Update, Cardno has identified, due to future demands, locations for regional well fields.
- One of these locations is in north Sumter County west of I-75 to serve the south Marion County area.

**CONCLUSIONS:**

- Based on the PDR, the City has sufficient supply, without the Champagne Farm wells for the next 10 years.
- The existing approved future growth in the City is in the far southeast section of the City limits.
- The cost to construct a water treatment plant at Champagne Farm and construct the necessary distribution system to serve the future growth area is greater than \$30,000,000.
- With the cost to construct the necessary infrastructure to serve the future demand area being extreme, it is the opinion of staff and KHA that construction of a source closer to the demand would be more prudent.
- Withlacoochee Regional Water Supply Authority has expressed interest to be a major supplier of potable water for the region and utilization of the Champagne Farm wells.
- Marion County Utilities has also expressed interest in being a partner in the development of this facility.
- All three *“Parties understand that furtherance of this Project will require development of a mutually acceptable Agreement between the Parties that will*

*establish, among other obligations, quantities of water to be developed for each recipient, Project ownership, operations, timeframe and financial requirements.”*

- The MOU is NOT a financial commitment by any one of the three parties.
- Although, based on statutory definitions, these wells do not meet the criteria os AWS wells, the use of these wells as a regional source is the environmentally “GOOD THING” to do.
- It is the intent of the MOU for the Water Authority to eventually own, operate and maintain the project facilities.

**LEGAL REVIEW:**

- The MOU has been reviewed by the City Attorney.

**RECOMMENDATIONS:**

- Staff recommends approval of the MOU between the City of Wildwood, Withlacoochee Regional Water Supply Authority and Marion County.

**FISCAL IMPACT:**

- There are no fiscal impacts resulting from this MOU.

**ALTERNATIVES:**

- Maintain the wells for City use only.

**SUPPORT MATERIAL:**

- MEMORANDUM OF UNDERSTANDING FOR NEW WATER SUPPLY BY AND BETWEEN THE CITY OF WILDWOOD, MARION COUNTY AND THE WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY

**MEMORANDUM OF UNDERSTANDING FOR NEW WATER SUPPLY  
BY AND BETWEEN THE CITY OF WILDWOOD, MARION COUNTY AND  
THE WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY**

This Memorandum of Understanding (MOU) is made and entered into by and between the City of Wildwood, a municipal corporation of the state of Florida (“City”), Marion County, a political subdivision of the state of Florida (“County”), and the Withlacoochee Regional Water Supply Authority, an independent special district of the State of Florida (“Authority”), collectively the “Parties” for consideration of a regional partnership on a water supply Project.

**WITNESSETH:**

WHEREAS, the Parties recognize the need for adequate, reliable and high-quality drinking water supplies to meet local and regional needs; and

WHEREAS, integrating local and regional supplies provides water system reliability and potential cost-savings benefits for both local and regional partners; and

WHEREAS, the Parties desire to work together to explore opportunities to partner on the Project for mutual benefit; and

WHEREAS, the City has installed two Lower Floridan aquifer wells in the northwest portion of the City’s Utility Service Area (the Champagne Farm Wells) and desires for these wells to be used as a regional water supply source to be developed by the Authority for the future benefit of the City and the County; and

WHEREAS, the City has prepared the report entitled Champagne Farm Preliminary Design Report, prepared by Kimley-Horn and Associates, Inc., dated November 2012; and

WHEREAS, the City has conducted a pump test of the wells and demonstrated the wells are capable of producing approximately 10 million gallons per day (mgd), subject to all permitting requirements of government agencies having jurisdiction over the project; and

WHEREAS, the County has expressed an interest in these wells serving as a regional water supply source to help meet the County's future water supply needs; and

WHEREAS, the Authority has expressed an interest in being the responsible Party for developing future regional water supply from these wells for the benefit of the City, the County and potential other local water supply needs within the Authority's jurisdiction; and

WHEREAS, the Parties understand that furtherance of this Project will require development of a mutually acceptable Agreement between the Parties that will establish, among other obligations, quantities of water to be developed for each recipient, Project ownership, operations, timeframe and financial requirements; and

WHEREAS, the execution of this MOU is not a financial commitment on the part of any Party to design or develop the Project;

NOW THEREFORE, in consideration of the foregoing, which shall be deemed an integral part of this MOU and of the mutual covenants contained herein, the Parties intend to pursue the following:

1. DEVELOPMENT OF THE CHAMPAGNE FARM LOWER FLORIDAN  
AQUIFER WELLS AS A POTABLE WATER SUPPLY SOURCE

The purpose of this MOU is to outline the intentions of the Parties to have the Authority assume responsibility for future water supply development from the Champagne Farm lower Floridan aquifer wells. The City and the County have expressed they do not need water supply from the Project at the current time. The City and the County anticipate that the need for water supply from the Project will occur no sooner than approximately ten (10) years from the date of this MOU, or the year 2023. However, nothing in this MOU prevents the Parties from entering into the Agreement and initiating the Project at an earlier or later date, as water supply needs may dictate. The Parties wish to enter into this MOU in an effort to plan for the long-term water supply needs of the City and the County. It is the intent of the Parties that as the need for Project water approaches and becomes more quantified, the Parties will, in anticipation of these needs, enter into an Agreement that further specifies all aspects of the Project, as described in section 3 below. Until the Parties enter into an agreement, the Champagne Farm Lower Floridan aquifer wells will remain the property of the City. Until that time, the City is responsible for maintaining the wells, the wellfield property and any associated existing easements in a manner that will allow for future development of the Project.

2. PROJECT ATTRIBUTES AND PROVISIONS

At a minimum the Project will include the infrastructure necessary to produce water from the two lower Floridan aquifer wells in quantities specified in the future by the City and the County, not to exceed the estimated well capacities or the amount that can be permitted by the Southwest Florida Water Management District (SWFWMD). The

Project may entail delivering raw lower Floridan aquifer groundwater to the City and the County, or may include treatment to potable standards and other water quality criteria to be specified at the time of entering into a Project Agreement. The Project may also entail the pipeline, pumping and other infrastructure necessary to deliver the Project water to the City's and the County's utility system points of connection, to be specified at the time of entering into the Agreement.

It is the intent of the Parties that the Authority will own, operate and maintain the Project facilities. Ownership of the facilities will transfer from the City to the Authority at the time the Parties enter into the Agreement. It is anticipated payment from the Authority to the City for the existing Champagne Farm wells and associated land will be in the form of a credit to future water purchases. It will be the responsibility of the Authority to seek all necessary permits for the Project. The City and the County agree to cooperate with the Authority in applying for all necessary permits, including possible modification of the City's Water Use Permit issued by the SWFWMD if, at that time, the City's permit incorporates the Champagne Farm wells. The wells are currently permitted on the City's Water Use Permit for annual average daily withdrawals of 1.64 mgd. For the purpose of this MOU, it is assumed the maximum quantity available for the Project will be approximately equal to the quantity pumped during the City's pump test, or approximately 10 mgd. The Parties recognize that the total quantity of water available from the existing wells cannot be confirmed until an application is submitted to SWFWMD for a Water Use Permit. The City anticipates needing approximately 4.5 mgd from the Project in 10 years and 6 mgd in 20 years. The County anticipates needing

approximately 2 mgd in 10 years and 4 mgd in 20 years. These anticipated quantities are subject to change and further refinement as a part of the Project Agreement to be developed as outlined in section 3 below. The Authority will also seek grant dollars to support the Project, including cooperative funding from the SWFWMD and St. Johns River Water Management District (SJRWMD), and state and federal grants. All grant dollars received will apply to the Authority's cost of developing the Project and are intended to reduce the cost of Project water to the City, the County and any other Project water recipients.

The parties shall work to ensure that the Project as designed and developed meets the following general provisions:

2.1 Is consistent with the Authority's Regional Framework and most recent Water Supply Master Plan, including:

2.1.1 Is consistent with the long-term integration of water supplies from various sources, including the potential future integration of alternative water supplies;

2.1.2 Is financially feasible;

2.1.3 Provides long-term/permanent regional supply; and

2.1.4 Provides an environmental benefit.

2.2 Is consistent with the SWFWMD's applicable policies and plans, including:

2.2.1 Is consistent with the District's Strategic Plan for the Northern Region;

2.2.2 Supports/provides the development of alternative water supplies;

- 2.2.3 Provides/improves resource management opportunities; and
- 2.2.4 Is consistent with the SWFWMD's and SJRWMD's Cooperative Funding Policies.

### 3. DEVELOPMENT OF PROJECT AGREEMENT

The Parties shall develop a Project Agreement that defines each Party's participation and obligations in the Project. The Agreement shall be submitted for approval to the Parties' respective governing bodies, and shall, at a minimum, include the following:

- 3.1 Detailed Project description;
- 3.2 Project Location;
- 3.3 Identification of expected Project yield and phasing (if applicable);
- 3.4 Description of the obligations of each Party during design and construction phases;
- 3.5 Identification of Parties' real property ownership in the Project;
- 3.6 Identification of Parties' individual ownership in installed Project facilities;
- 3.7 Identification of water connection/delivery locations;
- 3.8 Identification of each Party's control of the installed Project facilities;
- 3.9 Parties' participation and responsibilities in obtaining and maintaining Environmental Permits and the acquisition of all transmission rights-of-way needed by the Parties;
- 3.10 Identification of each Party's responsibilities in Project facility operations and maintenance;

- 3.11 Identification of cost shares in the Project for each Party including capital costs, operational and maintenance costs, administrative costs, and methods of contributing each Party's share of the cost for the Project;
- 3.12 Each Party's anticipated quantity of water from the Project;
- 3.13 Minimum finished water quality requirements for delivery;
- 3.14 Project schedule;
- 3.15 Designated project contacts;
- 3.16 Amendments to the Agreement; and
- 3.17 Termination of the Agreement.

#### 4. AMENDMENTS

This MOU may be amended only in writing by the Parties.

#### 5. TIMEFRAME & TERMINATION

The MOU may be terminated at any time by any party upon 30 days prior written notice to the other Parties. Unless extended by mutual written consent of the Parties, this MOU will terminate automatically on September 30, 2028, or upon the execution of a Project Agreement by all respective governing bodies of the Parties, whichever date is earlier.

#### 6. PROJECT UNDERSTANDING

Execution of this MOU and development of a Project Agreement will not guarantee selection of the Project for regional partnership unless and until the Project Agreement is approved by the Parties' governing bodies.

7. CONTACTS

All correspondence and notifications relating to this MOU and/or the Project shall be made to the following:

**City of Wildwood**

Bill Ed Cannon, City Manager  
Bruce H. Phillips, PE, PLS, Utility Director  
100 N. Main Street  
Wildwood, FL 34785

**Marion County**

Attn: Lee Niblock, County Administrator  
Attn: Flip Mellinger, Director of Utilities  
Marion County  
601 SE 25th Avenue  
Ocala, FL 34471-2690

**Withlacoochee Regional Water Supply Authority**

Mr. Richard Owen, Executive Director  
3600 W Sovereign Path  
Suite 228  
Lecanto, FL 34461

IN WITNESS WHEREOF, the Parties have executed this MOU for the purposes expressed.

CITY OF WILDWOOD, FLORIDA

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Ashley Hunt, City Attorney  
City of Wildwood, Florida

BOARD OF COUNTY COMMISSIONERS  
MARION COUNTY, FLORIDA

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Carl Zalak III, Chairman

ATTEST:

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David R. Ellspermann, Clerk of the Circuit Court

APPROVED AS TO FORM:

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Matthew Minter, County Attorney  
Marion County, Florida

WITHLACOOCHEE REGIONAL  
WATER SUPPLY AUTHORITY

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James E. Adkins, Chairman

ATTEST:

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Richard S. Owen, Executive Director

APPROVED AS TO FORM:

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Larry Haag, General Counsel for the  
Withlacoochee Regional Water Supply Authority

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## CITY OF WILDWOOD

### CITY COMMISSION REPORT

Commission Meeting Date: Feb. 24, 2014

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Subject: Landstone Utility Agreement

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

Department: Utility Department

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

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#### BACKGROUND:

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

#### FINDING, CONCLUSIONS AND RECOMMENDATIONS:

##### FINDINGS:

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

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

#### **CONCLUSIONS:**

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

#### **Memorandum of Agreement**

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

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

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

#### **LEGAL REVIEW:**

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

**RECOMMENDATIONS:**

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

**FISCAL IMPACT:**

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

**ALTERNATIVES:**

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

**SUPPORT MATERIAL:**

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

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

This agreement, effective this \_\_\_\_ day of \_\_\_\_\_, 2014, made and entered into by and between the **CITY OF WILDWOOD, FLORIDA**, a Florida municipal corporation (hereinafter called "City"), and **LANDSTONE-WRIGHT, LLC**, a Delaware limited liability company with a mailing address of c/o Hearthstone, Inc., 24151 Ventura Blvd., Calabasas, CA 91302 (hereinafter called "Developer").

**WITNESSETH:**

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

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

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

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

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

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

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

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

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

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

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

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

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

**WHEREAS**, this Agreement and all stipulations and covenants made herein are acknowledged to be subject to the approval of every County, Regional, State and Federal regulatory agency having jurisdiction over the subject matter of this Agreement; and

**WHEREAS**, the City has approved this Agreement and has authorized the proper City officials to execute this Agreement by motion passed at a regular City Council meeting on \_\_\_\_\_, 2014.

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

#### **PART I. DEFINITIONS**

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

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

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

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

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

## **PART II. DEVELOPMENT PROGRAM**

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

B. **Vested Rights.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. **Access.**

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

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

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

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

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

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

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

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

### **PART III. DEVELOPER'S OBLIGATIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**B. Connection and TIE Fees.**

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

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

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

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

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

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

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

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

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

**2. Wastewater.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### C. Potable Water Capacity

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

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

**D. Connection Fees.**

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

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

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

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

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

(d) This Agreement must be fully executed.

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

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

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

E. **Default**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

After connection to City's water and wastewater systems:

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

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

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

**PART IV. CITY'S OBLIGATIONS**

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

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

C. When, at no cost to City,

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

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

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

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

## **PART V. COMMUNITY DEVELOPMENT DISTRICT**

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

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

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

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

## **PART VI. MUTUAL COVENANTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **PART VII. NOTICE**

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

**CITY OF WILDWOOD**

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

**WITH A COPY TO**

Hunt Law Firm, P.A.  
c/o Ashley S. Hunt, Esq.  
601 S 9th Street  
Leesburg, FL 34748

**FOR THE DEVELOPER**

Landstone-Wright, LLC  
c/o Hearthstone, Inc.  
300 Drakes Landing Road  
Suite 269, Greenbrae, CA 94904  
Attn: Tracy Carver, Esq.

**WITH A COPY TO**

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

**WITH A COPY TO**

Chuck Piper  
13506 Summerport Village Parkway  
Windermere, FL 34786

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

**PART VIII. SUNSET PROVISION**

This Agreement shall sunset on January 1, 2030 unless development has commenced or the Agreement is extended by mutual consent of the parties, their heirs, successors or assigns.

**PART IX. ADDITIONAL PROVISIONS**

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

B. **Exhibits**

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

EXHIBIT "A" - Legal description of the Property.

EXHIBIT "B" – Land Dedications.

**Remainder of this page intentionally left blank.**

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

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
WITNESS

**CITY OF WILDWOOD**

BY:

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

**ATTEST**

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

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

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2014, by Ed Wolf, Mayor of the **City of Wildwood**, who has produced \_\_\_\_\_ as identification or is personally known to me.

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

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

**LANDSTONE-WRIGHT, LLC,**  
a Delaware limited liability company

By: Wright Farms Investors, LLC  
a Delaware limited liability company  
Managing Member

By: Hearthstone, Inc.  
a California corporation  
General Partner



By: \_\_\_\_\_  
Steven C. Porath  
VP and General Counsel

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

State of California

County of LOS ANGELES }

On FEB 3, 2014 before me, CHERYL A. STUDLEY, NOTARY PUBLIC,  
Date Here Insert Name and Title of the Officer

personally appeared STEVEN C. DORATH  
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: Cheryl A. Studley  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: UTILITIES AGREEMENT - WRIGHT FARMS

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_  Corporate Officer — Title(s): \_\_\_\_\_

Individual  Individual

Partner —  Limited  General  Partner —  Limited  General

Attorney in Fact  Attorney in Fact

Trustee  Trustee

Guardian or Conservator  Guardian or Conservator

Other: \_\_\_\_\_  Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_ Signer Is Representing: \_\_\_\_\_

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## **CITY OF WILDWOOD**

### **CITY COMMISSION REPORT**      Commission Meeting Date: Feb. 24, 2014

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Subject:                      Equalization Basin #1, Pump #2

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

Department:                Utility Department

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Staff Recommendation (Motion Ready): Recommend approval of Barney's Pumps, Inc. Quote No. 9922, dated 12-18-13, in the amount of \$12,499 to rebuild EQ Basin #1, Pump #2.

---

#### **BACKGROUND:**

- EQ Basin #1 was constructed with in 1998.
- The pump has been experiences issues requiring the staff to manually start the motor by hand.
- The Wastewater Treatment Plant (WTP) has two equalization basins.
- The basins are connected together with an equalization pipe.
- There are 3-pumps located in EQ Basin #1.
- The EQ Basins "take the peak flow" out of the system.
- The number of pumps operating at any one time depends on the volume of water in the EQ Basins.

#### **FINDING, CONCLUSIONS AND RECOMMENDATIONS:**

##### **FINDINGS:**

- On Tuesday, Feb. 11, 2014, in the early afternoon, the mechanical seal on the pump failed placing the pump out of service.
- The proper operation of the WTP is dependent on 3 EQ pumps and is required by the City's Operating Permit.

##### **CONCLUSIONS:**

- The pump must be repaired or replaced for the plant to operate properly.
- Barney's Pumps, Inc. is the only current authorized distributor for Aurora pumps. (see attached letter)

**LEGAL REVIEW:** N/A

**RECOMMENDATIONS:**

- Staff recommends approval to rebuild the pump at a cost of \$12,499.
- Staff has confirmed that quote no. 9922, dated Dec. 12, 2013 is still a valid quote.

**FISCAL IMPACT:**

- This is not a budgeted item, funding would be from account no. 401-0036-536.0460, Repair and Maintenance with an unencumbered balance of \$377,415.58 as of January 31, 2014.
- Since this is a non-budgeted item, there may be a need before the end of fiscal year 13/14 to amend the budget for budgeted repair and maintenance items.

**ALTERNATIVES:**

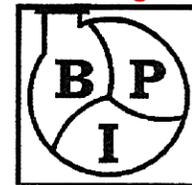
- None that staff is aware of, the repair and/or replacement of this pump is required to remain in compliance with the City's Operating Permit.

**SUPPORT MATERIAL:**

- Barney's Pumps, Inc. quote no. 9922, dated Dec. 18, 2014.
- Sole source for Barney's Pumps, Inc. from Pentair Flow Technologies, dated Jan. 8, 2013.

QUOTATION NUMBER  
9922

# BARNEY'S PUMPS INC.



P.O. Box 3529 Lakeland, FL 33802-3529  
2965 Barney's Pumps Place Lakeland, FL 33812  
Phone (863) 665-8500  
Fax (863) 666-3858  
***Repair Shop Fax 863-669-0538***

DATE: 12-18-13

TO: David Bridges  
City of Wildwood  
  
352-330-1349

FOR  
SHIPMENT  
TO:

PROJECT: Blind Quote

Delivery  
8 weeks

Via  
Bestway

From  
Barney's Pumps

F.O.B.  
Barney's Pumps

Terms  
net 30 with approved credit

ITEM	QTY	DESCRIPTION	PRICE
	1	Repair estimate: Aurora 611A - 6X8X15 SN:07-1507746  Scope of work to be performed: Sand blast Disassemble Inspect Check clearances and tolerances Reassemble with the following parts and procedures: New mechanical seal New Bearings New lip seals, gaskets, o-rings, fasteners New impeller wear ring New casing wear ring Balance rotating assembly to ISO G6.3 tolerance Coat pump with Amerlock 2 primer and finish coat with Devoe 379  <b><i><u>There could be additional charges depending on actual condition of pumps</u></i></b>	\$12,499.

The following items are attached: Bulletin  Performance curve  Elevation drawing

Prices quoted are firm for 30 days (unless otherwise noted), then subject to adjustment to agree with prices at time of shipment and subject to any tax required by law. We appreciate the opportunity to serve you and trust that we are favored with your order. This quotation is subject to Barney's Pumps standard terms of sale and warranty.

BARNEY'S PUMPS INC.

**CLAYTON GRAVES**

Authorized Signature



PENTAIR FLOW TECHNOLOGIES  
+1.419.289.1144 Main

740 E. Ninth Street  
Ashland, OH 44805  
United States  
www.pentair.com

January 8, 2013

SUBJECT: Aurora and Layne / Verti-Line Pumps  
Authorized Municipal Distributor

To Whom It May Concern:

Barney's Pumps, Inc. is the only current authorized distributor for Aurora and Layne / Verti-Line Pumps for the municipal market for the state of Florida (exclusive of the panhandle counties west of the Apalachicola River). Aurora and Layne/Verti-Line will only honor warranty service for pumps and parts purchased through our authorized distributor.

Barney's Pumps has been involved with the rotating equipment business for many years. Their staff is experienced in the selection, application, packaging and service of Aurora and Layne/Verti-Line pumps and they have locations in Lakeland, Coral Springs, and Jacksonville to properly support the municipal marketplace in the state of Florida.

Aurora and Layne/Verti-Line Pumps will support Barney's Pumps by referring inquiries to them and by our direct sales force working side-by-side with them to optimize our customer support. We recommend our customers work closely with them to obtain the best results from our products.

They can be reached in Lakeland at (863) 665-8500, in Coral Springs at (954) 346-0669, or in Jacksonville at (904) 260-0669. Please let us know if you have any questions or if there is any way we can be of assistant.

Sincerely,

A handwritten signature in black ink that reads "Anthony R. Capponi". The signature is written in a cursive style with a large, looping initial "A".

Anthony R Capponi  
Channel Manager  
Pentair Flow Technologies

## CITY COMMISSION OF THE CITY OF WILDWOOD

### EXECUTIVE SUMMARY

**SUBJECT:** SP 1307-02 Oxford Oaks – Improvement Plan (PLAT) Phase 1 Revision

**REQUESTED ACTION:** Approval of the revision to the Improvement Plan (SP 1307-02)

Work Session (Report Only)      **DATE OF MEETING:** 2/24/2014  
 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 a revision to the approved Improvement Plan, adding twenty-one (21) single-family homes to the original 247 units for a total of 268 units in Phase 1 (total of 563 residential units), with related improvements. **Staff recommends approval of the revision to the Oxford Oaks Improvement Plan (case SP 1307-02).**

Case SP 1307-02 was considered by the Planning & Zoning Board/Special Magistrate on Thursday, February 6<sup>th</sup>, 2014. The Planning & Zoning Board/Special Magistrate gave a favorable recommendation of the Improvement Plan to the City Commission.



\_\_\_\_\_  
Melanie D. Peavy  
Development Services Director

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

The case below was heard on Thursday, February 6<sup>th</sup>, 2014 by the Special Magistrate. The applicant seeks a revision to the approved Improvement Plan (Plat) adding twenty-one (21) single-family homes to the original 247 units for a total of 268 units in Phase 1 of the Oxford Oaks subdivision. Phase 1 consists of 268 single family lots, the recreation center (800 sq. ft. pavilion and 549 sq. ft. postal center), and other related infrastructure improvements. The site is generally located to the northwest of the intersection of C-214 and US Hwy 301 (SR 35) in the Oxford area. The Engineer of Record is Jeffrey A. Head, P.E. with Farner, Barley, and Associates, Inc. of Wildwood, Florida.

**Case:** SP 1307-02

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

**Owner:** Mid-Florida Properties, LLC by LBCV, its Manager

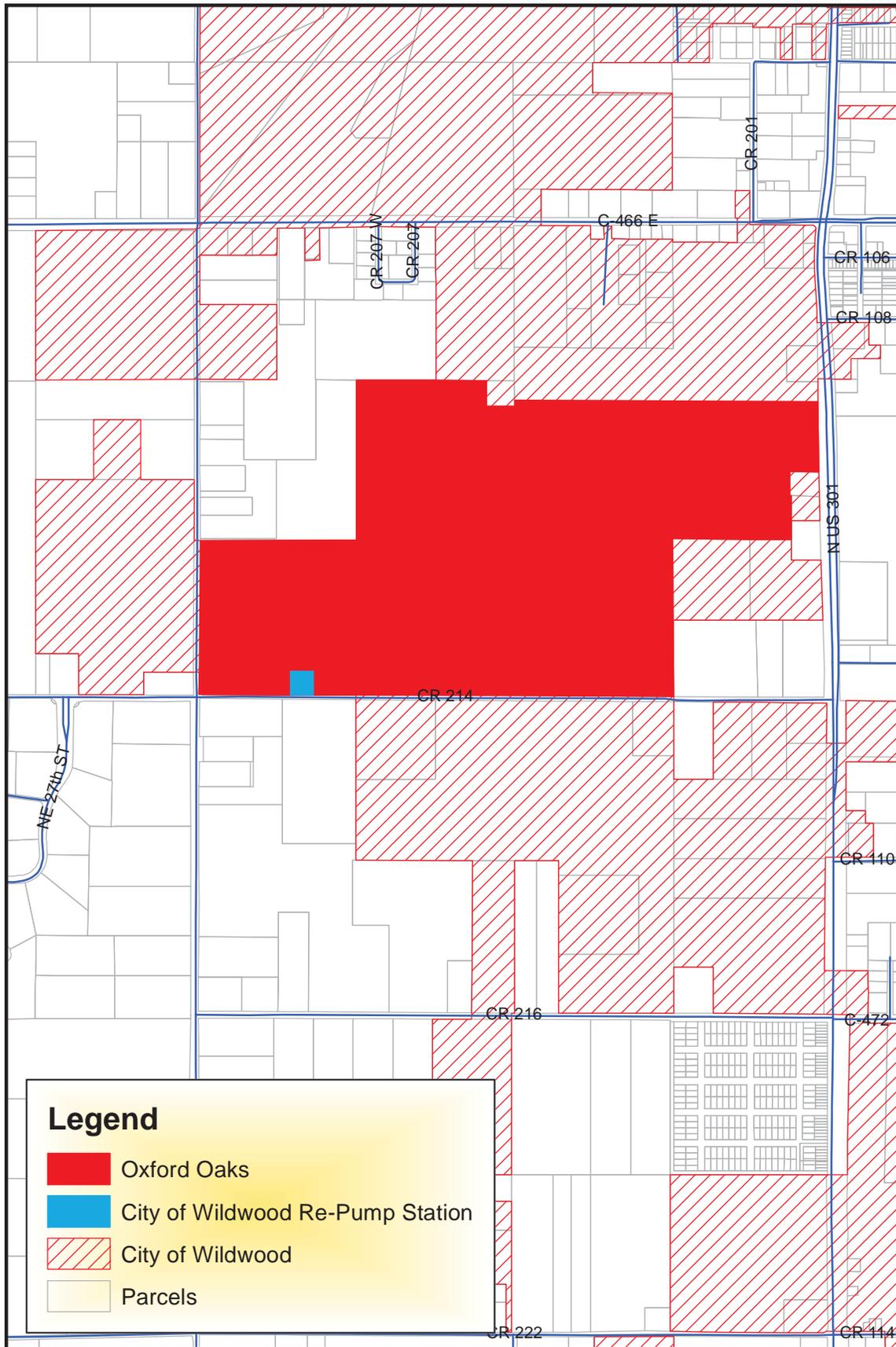
**Applicant:** SAME

Under subsection 1.7(B)(1) of the Land Development Regulations (LDRs), the Planning and Zoning Board/Special Magistrate has a duty to make a recommendation to the City Commission on all proposed improvement plans under the subdivision process in accordance with the procedure outlined in subsection 1.14 (B)(4)(b) and the criteria for the approval of improvement plans as defined in subsection 5.5 of the LDRs.

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

Dated: February 7<sup>th</sup>, 2014

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



I:\Terr\GIS\Maps\Location - Oxford Oaks.mxd - 6/24/2013 1:45:39 PM - teneal

**Legend**

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



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



Feet  
0 190 380

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







This instrument prepared by and  
after recording return to:

Jerri A. Blair  
JERRI A. BLAIR, P.A.  
P.O. 130  
Tavares, FL 32778  
(352) 343-3755

**FIRST ADDENDUM TO DEVELOPER'S AGREEMENT  
BETWEEN  
THE CITY OF WILDWOOD, FLORIDA AND  
MID-FLORIDA PROPERTIES, LLC**

This agreement, effective this \_\_\_\_\_ day of \_\_\_\_\_, 201\_, made and entered into by and between the City of Wildwood, Florida, a Florida municipal corporation (hereinafter called "City"), and Mid-Florida Properties, LLC, a Florida limited liability company (hereinafter called "Developer"), is an addendum to that certain developers agreement between the City of Wildwood and Mid-Florida Properties, LLC, dated October 14, 2013 (hereinafter "the developer's agreement"), and which applies to development of the property owned by Developer identified in Exhibit "A" attached thereto. The parties agree as follows:

**WITNESSETH:**

1. The original developer's agreement is hereby amended as follows:
  - a. The developer originally purchased 247 ERC's of water capacity and wastewater capacity based upon water and wastewater connection fee charges in effect at the time of purchase and is revising the attached Exhibits B and C of the original developer's agreement to increase the ERC's to 268.
  - b. The City has determined at the time of execution of this addendum that the Developer may purchase an additional 21 water ERCs and 21 wastewater ERCs so that Developer will have a total of 268 water ERCs and 268 wastewater ERCs made available at the times listed in the revised Exhibit D attached.

c. Amounts due after the recalculation are payable at the execution of this agreement.

2. All other provisions of the developer's agreement remain in full force and effect.

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

Signed, sealed and delivered  
in the presence of:

CITY OF WILDWOOD

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

Mayor Ed Wolf

ATTEST:

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

State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_, by Ed Wolf, Mayor of the City of Wildwood, who has produced \_\_\_\_\_ as identification or is personally known to me.

\_\_\_\_\_  
Notary Public, State of Florida

Mid-Florida Properties, LLC

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

WITNESS

\_\_\_\_\_

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

State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_, by \_\_\_\_\_, of Mid-Florida Properties, LLC, who has produced \_\_\_\_\_ as identification or is personally known to me.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

Commission #  
My Commission Expires:

# City of Wildwood

EXHIBIT   A  

100 N. Main Street

Wildwood, FL 34785 - 352-330-1330

## LEGAL DESCRIPTION –

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

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SAID SECTION 18; THENCE N00°26'23"E ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 A DISTANCE OF 1323.97 FEET TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 18; THENCE S89°23'32"E ALONG SAID NORTH LINE A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S89°23'32"E, ALONG SAID NORTH LINE A DISTANCE OF 1273.53 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 18; THENCE N00°26'06"E ALONG SAID WEST LINE A DISTANCE OF 1323.63 FEET TO THE NORTH LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE S89°22'39"E ALONG SAID NORTH LINE A DISTANCE OF 1114.72 FEET TO A POINT 208.71 FEET WEST OF THE EAST LINE OF SAID NORTHEAST OF THE SOUTHWEST 1/4; THENCE PARALLEL WITH SAID EAST LINE RUN S00°25'50"W A DISTANCE OF 208.71 FEET; THENCE PARALLEL WITH SAID NORTH LINE RUN S89°22'39"E A DISTANCE OF 208.71 FEET TO A POINT ON SAID EAST LINE; THENCE N00°25'50"E, ALONG SAID EAST LINE A DISTANCE OF 28.71 FEET TO A POINT 180.00 FEET SOUTH OF THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 18; THENCE PARALLEL WITH SAID NORTH LINE RUN S89°22'39"E A DISTANCE OF 2529.92 FEET TO THE WEST RIGHT OF WAY OF STATE ROAD NO. 35 (U.S. 301); THENCE S00°57'08"E ALONG SAID RIGHT OF WAY A DISTANCE OF 574.88 FEET; THENCE DEPARTING SAID RIGHT OF WAY S87°03'31"W A DISTANCE OF 89.10 FEET TO A POINT ON THE SOUTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1628 PAGE 483, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE N89°22'32"W ALONG SAID SOUTH LINE A DISTANCE OF 151.16 FEET TO THE WEST LINES OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1628 PAGE 481 AND OFFICIAL RECORDS BOOK 1628, PAGE 483; THENCE S00°36'51"W ALONG SAID WEST LINES A DISTANCE OF 204.69 FEET TO THE NORTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 155, PAGE 73, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE N89°20'28"W ALONG SAID NORTH LINE A DISTANCE OF 16.14 FEET TO THE WEST LINE THEREOF; THENCE S00°57'08"E ALONG SAID WEST LINE A DISTANCE OF 360.00 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 18; THENCE N89°20'28"W ALONG SAID SOUTH LINE A DISTANCE OF 967.51 FEET TO THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 18; THENCE S00°25'03"W ALONG SAID EAST LINE A DISTANCE OF 1296.13 FEET TO A POINT 28.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 18; THENCE PARALLEL WITH SAID SOUTH LINE RUN N89°18'18"W A DISTANCE OF 1328.34 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 18; SAID POINT ALSO BEING 28.00 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE PARALLEL WITH SAID SOUTH LINE RUN N89°24'24"W A DISTANCE OF 1323.63 FEET TO A POINT ON THE EAST LINE OF AFORESAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4; POINT ALSO BEING 28.00 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE PARALLEL WITH SAID SOUTH LINE RUN N89°24'24"W A DISTANCE OF 317.83 FEET TO A POINT ON THE EASTERLY BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1884, PAGE 366, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1884, PAGE 366 THE FOLLOWING THREE (3) COURSES: THENCE RUN N00°38'26"E A DISTANCE OF 199.08 FEET; THENCE N89°21'34"W A DISTANCE OF 208.72; THENCE S00°38'26"W A DISTANCE OF 199.25 FEET TO A POINT 28.00 FEET NORTH OF SAID SOUTH LINE OF THE

# City of Wildwood

EXHIBIT   A  

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

---

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

# City of Wildwood

EXHIBIT B

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

## DEVELOPER UTILITY CONCURRENCY TIE CHARGES DUE

**PROJECT NAME:** Oxford Oaks

1) WATER:

- a) One (1) water TIE due for every water connection ERU reserved
- b) Number of water ERU's reserved = # 268
- c) Number of water TIE's due = # 268
- d) Charge per water TIE for this project = \$ 725.32
- e) TOTAL water TIE charges due  
 $\$725.32 \times \# 268 =$  \$ 194,385.76

2) WASTEWATER:

- a) One (1) wastewater TIE due for every wastewater connection ERU reserved
- b) Number of wastewater ERU's reserved = # 268
- c) Number of wastewater TIE's due = # 268
- d) Charge per wastewater TIE for this project = \$ 1,136.52
- e) TOTAL water TIE charges due  
 $\$ 1,136.52 \times \# 268 =$  \$ 304,587.36

3) NOTE:

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

Development Authority: _____	_____	_____
Printed Name	Signature	Date
Agreement to Provide: _____	_____	_____
Bill Ed Cannon (City Manager)	Signature	Date
<b>This commitment expires after _____ days without the execution of a Developer's Agreement</b>		



**City of Wildwood**

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

Exhibit D

**DEVELOPER UTILITY CONCURRENCY  
REQUESTED UTILITY CONNECTION AVAILABILITY SCHEDULE  
1.3 MGD EXPANSION WASTEWATER TREATMENT PLANT**

PROJECT NAME: **Oxford Oaks**

YEAR 2012	1 <sup>st</sup> Qtr. '12 ERU's Needed	2 <sup>nd</sup> Qtr. '12 ERU's Needed	3 <sup>rd</sup> Qtr. '12 ERU's Needed	4 <sup>th</sup> Qtr. '12 ERU's Needed
WATER				
WASTEWATER				
REUSE				
YEAR 2013	1 <sup>st</sup> Qtr. '13 ERU's Needed	2 <sup>nd</sup> Qtr. '13 ERU's Needed	3 <sup>rd</sup> Qtr. '13 ERU's Needed	4 <sup>th</sup> Qtr. '13 ERU's Needed
WATER	_____	_____	_____	268
WASTEWATER	_____	_____	_____	268
REUSE				
YEAR 2014	1 <sup>st</sup> Qtr. '14 ERU's Needed	2 <sup>nd</sup> Qtr. '14 ERU's Needed	3 <sup>rd</sup> Qtr. '14 ERU's Needed	4 <sup>th</sup> Qtr. '14 ERU's Needed
WATER	_____	(295) – Not Reserved	_____	_____
WASTEWATER	_____	(295) – Not Reserved	_____	_____
REUSE				
YEAR 2015	1 <sup>st</sup> Qtr. '15 ERU's Needed	2 <sup>nd</sup> Qtr. '15 ERU's Needed	3 <sup>rd</sup> Qtr. '15 ERU's Needed	4 <sup>th</sup> Qtr. '15 ERU's Needed
WATER	_____	_____	_____	_____
WASTEWATER	_____	_____	_____	_____
REUSE				
YEAR 2016	1 <sup>st</sup> Qtr. '16 ERU's Needed	2 <sup>nd</sup> Qtr. '16 ERU's Needed	3 <sup>rd</sup> Qtr. '16 ERU's Needed	4 <sup>th</sup> Qtr. '16 ERU's Needed
WATER	_____	_____	_____	_____
WASTEWATER	_____	_____	_____	_____
REUSE				

Development Authority: \_\_\_\_\_  
Printed Name Signature Date

Authorized City Representative: \_\_\_\_\_  
Printed Name Signature Date

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

*ALL SEPARATE COMMERCIAL UNITS REQUIRE A MINIMUM OF ONE (1) FULL ERC*

# CITY COMMISSION OF THE CITY OF WILDWOOD

## EXECUTIVE SUMMARY

**SUBJECT:** Discussion Item – Special Events / Seasonal Sales / Tent Sales

**REQUESTED ACTION:** Commission direction regarding requirements for Special Events / Seasonal Events / Tent Sales and other similar items.

Work Session (Report Only)      **DATE OF MEETING:** February 24, 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:**

Currently, the City of Wildwood regulates Temporary Sales Events (RV / Auto Tent Sales), Seasonal Sales Events (Christmas Trees, Fireworks), Community Events (Carnivals, Concerts, Circuses), and Non-Profit Events (Bake sales, car washes) under section 3.11 *Special Events* of the Land Development Regulations (LDRs).

The Commission has expressed their desire to eliminate certain types of events in their entirety (RV/Auto Tent Sales) within the City limits, as it is felt to take away sales opportunity from established businesses within the City of Wildwood, therefore making such sales undesirable. However, the Commission has also expressed a desire to allow auto dealers within the City limits to hold tent sales within the City limits, and not necessarily on their own property. Therefore, staff wishes to clarify the commission’s intent regarding what types of sales are to be restricted, and which types will be permitted in future – for auto sales as well as other types of seasonal sales, community events, etc.

Further, many approved events take place on City facilities, such as the Community Center, where separate approval is required to secure those facilities. After discussion with the Parks and Recreation Coordinator, it was felt that it could be more productive and less confusing to residents to consolidate all event requests, whether or not they use City facilities, under the Code of Ordinances and require those requests go through the Parks and Recreation Department in future.

Therefore, staff is seeking Commission approval to draft an Ordinance for the Commission’s approval that would remove section 3.11 from the LDRs and clarify the Commission’s intent on permitted events.



\_\_\_\_\_  
Melanie D. Peavy  
Development Services Director