



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

SEPTEMBER 10, 2014 - 7:00 PM

City Hall Commission Chamber

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

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

The City of Wildwood DOES NOT provide this verbatim record.

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

1. CALL TO ORDER:

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

2. CONSENT AGENDA/INFORMATIONAL ITEMS

(A consent agenda may be presented by the Mayor at the beginning of a meeting. Items may be removed from the consent agenda on the request of any one Commissioner. Items not removed may be adopted by general consent without debate. Removed items may be taken up either immediately after the consent agenda or placed later on the agenda at the discretion of the Commission.)

- a. Minutes for approval: August 25, 2014
- b. Bills for Approval (Attachment – Staff Recommends Approval)

3. PRESENTATIONS AND/OR PROCLAMATIONS

4. PUBLIC HEARINGS – 7:00 PM

- a. Setting tentative Ad Valorem Millage Rate for FY 2014/2015 – Advertised as Public Hearing with tentative adopting Resolution R2014-25. (Attachment) (Staff recommends approval)
- b. Tentative adoption of FY 2014-2015 Budget – Advertised as a Public Hearing with tentative Resolution R2015-26. (Attachment) (Staff recommends approval)

5. PUBLIC FORUM – 10 minute time limit

6. ORDINANCES FIRST READING ONLY (NO VOTE)

- a. **ORDINANCE NO. O2014-25. AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA; PROPOSING A SMALL SCALE FUTURE LAND USE MAP AMENDMENT TO THE ADOPTED LOCAL COMPREHENSIVE PLAN AND FUTURE LAND USE MAP IN ACCORDANCE WITH THE COMMUNITY PLANNING ACT OF 2011, AS AMENDED; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.** This Ordinance changes the Future Land Use Map designation of a portion of parcel G05=113 totaling 7.66 acres from City "High Density Residential" to City "Public Facilities" (Attachments: Staff Recommends Approval).

b. **ORDINANCE NO. O2014-26.** AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA; PROPOSING A ZONING MAP AMENDMENT TO THE OFFICIAL ZONING MAP IN ACCORDANCE WITH SECTIONS 3.2 AND 3.3 OF THE LAND DEVELOPMENT REGULATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE. This Ordinance changes the Zoning Map designation of a portion of parcel G05=113 totaling 7.66 acres from City "R-5: High Density Residential" to City "PEU: Public, Educational Utilities" (Attachments: Staff Recommends Approval).

7. **RESOLUTIONS FOR APPROVAL**

a. **RESOLUTION NO. R2014-28** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILDWOOD, FLORIDA, PROVIDING FOR INCREASES TO THE WATER AND WASTEWATER USER CHARGE ORDINANCE AND FACILITY AVAILABILITY BASE RATES; PROVIDING FOR AN EFFECTIVE DATE. (Attachment) (Staff recommends approval)

b. **RESOLUTION NO. R2014-29** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILDWOOD, SETTING RATES FOR USE OF RECLAIMED WATER FOR CLASS A, CLASS AM, AND CLASS B USERS; REPLACING RESOLUTION NO. R2013-14; PROVIDING FOR AN EFFECTIVE DATE. (Attachment) (Staff recommends approval)

c. **RESOLUTION NO. R2014-30** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILDWOOD ; PROVIDING FOR INCREASES TO WATER AND WASTEWATER TR A NSMISSION INFRASTRUCTURE EXTENSION FEES FOR INFLATION, PROVIDING FOR AN EFFECTIVE DATE. (Attachment) (Staff recommends approval)

d. **RESOLUTION NO. R2014-31** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILDWOOD; PROVIDING FOR INCREASES TO WATER AND WASTEWATER CONNECTION FEES FOR INFLATION; PROVIDING FOR AN EFFECTIVE DATE. (Attachment) (Staff recommends approval)

8. **FINANCIAL & CONTRACTS & AGREEMENTS**

a. Developer's Agreement with R. William Futch, as Trustee of the R. William Futch Land Trust, providing for an initial 10 ERUs for the Peppertree Village subdivision (Attachments, Staff Recommends Approval)

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

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)

1. September 19, 2014 – Special Event
2. September 24, 2014 – City Commission Meeting – 7:00 p.m. **WEDNESDAY**
3. October 3, 2014 – Special City Commission Meeting – 11:00 a.m. **FRIDAY**
4. October 13, 2014 – City Commission Meeting – 7:00 p.m.

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA
REGULAR MEETING
August 25, 2014 - 7:00 PM
CITY HALL COMMISSION CHAMBER

(meeting taped)

The City Commission of the City of Wildwood met in special session August 25, 2014 at 7:00 p.m. in the City Hall Commission Chamber.

Present were: Mayor Wolf, Commissioner Bivins, Commissioner Strickland, and Commissioner Clark, Commissioner Green. Also present: City Manager Cannon, Assistant City Manager McHugh, CA Hunt, and City Clerk Lippincott, DSD Peavy, UD O'Dell, HR Gibson Smith, PRC Wheeler, Corley.

1. CALL TO ORDER:

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 for Approval: August 11, 2014 Regular Meeting

b. Bills for Approval

Motion by Commissioner Bivins second by Commissioner Green to approve the items on the Consent Agenda. Motion carried by unanimous vote 5-0.

3. PRESENTATION AND/OR PROCLAMATIONS (None)

4. PUBLIC HEARINGS – TIMED

Quasi-judicial Items

a. ORDINANCE NO. O2014-33. AN ORDINANCE OF THE CITY OF WILDWOOD GRANTING A REQUEST FOR A RESIDENTIAL PLANNED DEVELOPMENT PURSUANT TO SECTION 8.6 OF THE LAND DEVELOPMENT REGULATIONS. FOR CERTAIN PROPERTY WITHIN THE CITY OF WILDWOOD, FLORIDA; OWNED BY COAST DEVELOPMENT CORP; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. This Ordinance establishes the Grand Oaks Manor Planned Development to allow for a residential planned development (RPD) overlay on property zoned R-1 (Low Density Residential) for 400 Single Family Detached (SFD) residential units with a recreation center and other amenity improvements and infrastructure. (Attachments: Staff Recommends Approval).

DSD Peavy – This Ordinance went before Planning and Zoning Committee and the Special Magistrate has recommended approval. At that meeting a few changes were discussed to the design district because, as the Ordinance stands it refers back to the Land Development Regulations or the design district standards unless otherwise stated in the Ordinance. In your packet is a copy of the Ordinance up for approval and also a red lined copy of the changes.

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Motion to adopt O2014-33 by Commissioner Green second by Commissioner Bivins. Motion carried by vote 4-1. Opposed – Commissioner Strickland.

- b. ORDINANCE NO. O2014-36. AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA; PROPOSING A SMALL SCALE FUTURE LAND USE MAP AMENDMENT TO THE ADOPTED LOCAL COMPREHENSIVE PLAN AND FUTURE LAND USE MAP IN ACCORDANCE WITH THE COMMUNITY PLANNING ACT OF 2011, AS AMENDED; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE. This Ordinance changes the Future Land Use Map designation of Parcel D17=034 totaling 1.09 acres from County “Commercial” to City “Commercial” (Attachments: Staff Recommends Approval).

Motion to adopt O2014-36 by Commissioner Clark second by Commissioner Bivins. Motion carried by unanimous vote 5-0.

- c. ORDINANCE NO. O2014-37. AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA; PROPOSING A ZONING MAP AMENDMENT TO THE OFFICIAL ZONING MAP IN ACCORDANCE WITH SECTIONS 3.2 AND 3.3 OF THE LAND DEVELOPMENT REGULATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE. This Ordinance changes the Zoning Map designation of Parcel D17=034 totaling 1.09 acres from County “CL: Light Commercial” to City “C-3: General Commercial: Highway” (Attachments: Staff Recommends Approval).

Motion to adopt O2014-36 and O2014-37 by Commissioner Green second by Commissioner Clark. Motion carried by unanimous vote 5-0.

5. PUBLIC FORUM – 10 minute time limit

Joey Ammons Sumter Shock Baseball – We are a traveling baseball team and would like to be able to use the lights at the baseball fields two nights a week for a couple of hours each night. We have used the lights in the past but have recently been locked out. We are willing to pay for the use of the lights. Commissioner Clark – What age group? Joey Ammons – Most of them are eight but the way the league falls, league age 9. We are insured. Not a liability. Mayor Wolf – How long have you been using the Wildwood fields? We have used the fields 7 plus years. Commission directed Jason Wheeler and City Manager to come up with a fee proposal.

6. ORDINANCES FIRST READING ONLY (NO VOTE)

7. RESOLUTIONS FOR APPROVAL

- a. RESOLUTION NO. R2014-24. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILDWOOD, FLORIDA DETERMINING THAT CERTAIN REAL PROPERTY IS SURPLUS; DETERMINING THAT SAID REAL PROPERTY SHOULD BE USED IN A MANNER TO FURTHER THE PUBLIC INTEREST; PROVIDING FOR AN EFFECTIVE DATE. This Resolution declares 1.1 acres of City owned property within Millennium Park as surplus property for the potential sale to the Bright Oaks development for storm-water retention (Attachments: Staff Recommends Board Option).

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Commissioner Strickland – Who will pay for the re-alignment of the track? Mayor Wolf – I think the buyer should. We should be in on the negotiations. CA Hunt – Resolution agrees on declaring it surplus not on the price at this point.

Motion to adopt R2014-24 by Commissioner Green second by Commissioner Bivins. Motion carried by unanimous vote 5-0.

8. FINANCIAL & CONTRACTS & AGREEMENTS

- a. Utilities Department Request Approval to purchase a new RTU control unit for Lift Station #3 (The Commons) from Data-Flow Systems at a cost of \$5047.90. (Attachments: Staff Recommends Approval).

Motion to approve by Commissioner Green second by Commissioner Strickland. Motion carried by unanimous vote 5-0.

- b. Utilities Department Requests Approval to replace an existing internal re-use pump at the Wastewater Treatment Plant as per quotation #664857 from USA BlueBook for the amount of \$2977.90. (Attachments: Staff Recommends Approval).

Motion to approve by Commissioner Strickland second by Commissioner Green. Motion carried by unanimous vote 5-0.

- c. Utilities Department Request the award of the CR-468 Utility relocation project be granted to Hamlet Underground in the amount of \$489,865.50. (Attachments: Staff Recommends Approval).

Motion to approve by Commissioner Green second by Commissioner Strickland. Motion carried by unanimous vote 5-0.

9. GENERAL ITEMS FOR CONSIDERATION/DISCUSSION and OTHER BUSINESS

- a. Staff Requests Workshop for Presentation of IQM2 Agenda Software with targeted dates of either Monday, September 8, 2014 at 5:00 p.m. or Monday September 15, 2014 at 5:00 p.m.

Commission selected September 8, 2014 at 5:00 p.m.

10. APPOINTMENTS (NONE)

11. CITY MANAGER REPORTS (NONE)

12. CITY CLERK REPORTS

Would like to remind the Commission that the September Commission meetings will be held on the 10th and 24th for budgeting purposes. Also need signature updates to our Center State Accounts from Mayor Wolf and Commissioner Bivins.

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13. OTHER DEPARTMENT REPORTS

P&R Coord Wheeler – The Villages have a huge ball tournament and would like the use of two of our fields due to construction in the area of their fields. Mayor Wolf – Need to sit down with Police Department, Public Works and City Manager. Make sure to get waivers signed. DSD Peavy – Will need Special Event Permit – Does Commission want that to come back for approval. Commission answer No.

Erika Corley – The Principal of the Wildwood Elementary School is requesting a school field trip to City Hall and also for the 4th and 5th graders to attend a City Commission Meeting. They would like to hold an open and public meeting October 3rd at 11:00 a.m. Mayor Wolf: Maybe we can find some items to discuss since it will be an officially called meeting. Mayor Wolf – This will not be the entire 4th and 5th grade class will it? Corley – No there is a program known as the Success Maker and they are the top 25 students in the Success Maker program.

Mayor Wolf – Can I get a motion to amend the agenda to include this discussion. Motion by Commissioner Green second by Commissioner Strickland. Motion carried by unanimous vote 5-0.

Mayor Wolf - Also to schedule a special meeting for whatever business the City Manager may see fit and to entertain a select group of 4th and 5th graders from Wildwood Elementary School.

Motion by Commissioner Strickland second by Commissioner Bivins. Motion carried by unanimous vote 5-0.

- a. Parks & Recreation Department Reports the following upcoming events for 2014:
- Friday, September 19th – Monthly Special Event in the Courtyard: Food Trucks/Live Band
 - Thursday, October 9th – Cats In The Courtyard: Spirit Night for the Wildcat Community, Local Food Vendors, Sponsored Photo Booth, DJ, Local Clubs, Wildcat Marching Band, Wildcat Football Players & Cheerleaders
 - Friday, October 17th – Monthly Special Event: Health & Fitness Fair in the Courtyard
 - Saturday, December 6th – Christmas In The Courtyard: Santa, Caroling, Food Vendors, Christmas Tree Lighting at Dusk

Gidget Gibson - The Historical Association has not yet received back items belonging to them from a former employee. It has been a year since she was let go and we still do not have those items back. I have talked to the City Manager and the City Attorney and would like to see what the Commission feels, are we going to just write those items off or do we want to move forward. Not sure what to do at this point. Mayor Wolf – Gidget what does she have? Gidget Gibson – To be honest with you I don't know everything she has. Lots of donations from people that had history, items from the railroad, etc. Mayor Wolf – Bill Ed why don't you and Diane talk about this and see what we can do about this. Gidget give us until next meeting to come up with a plan of action. Gidget Gibson – Second item is that I have tendered my resignation as President of the Historical Association to the City Manager and to the Parks and Recreation Coordinator. Roxanne Stafford is taking over in the position. I would still like to be involved with the Baker House.

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14. COMMISSION MEMBERS REPORTS

Commissioner Green attended Technology Conference. Dealt a lot with future technology. Mayor Wolf – Check on Bingo Hall ordinance to make sure they are following the guidelines, also I have received a correspondence from Oxford Baptist Church re: parking. Will share parking if the City will extend vinyl fencing. Commission authorized City Manager and City Attorney to work with church.

15. CITY ATTORNEY REPORTS

Attorney-client closed session is requested by the City Attorney in accordance with § 286.011 (8)(a), Fla. Stat. (2013)

16. ADJOURNMENT

Motion to adjourn by Commissioner Bivins second by Commissioner Clark. Motion carried by unanimous vote 5-0.

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

S E A L

ATTEST: _____
Cassandra Lippincott, City Clerk

BY: _____
Ed Wolf, Mayor

BILLS FOR APPROVAL
City of Wildwood, Florida
September 10, 2014

CITY COMMISSION-LEGISLATIVE DEPARTMENT

CITY MANAGER-EXECUTIVE DEPARTMENT

1	Payroll	August 24, 2014 Pay Period - 2.5 Employees	\$ 6,393.25
2	Bright House	Internet Service	\$ 53.80
3	Capital Office	Office Supplies	\$ 25.19
4	Federal Express	Postage	\$ 36.85
5	Petty Cash	Replenishment	\$ 48.00

CITY CLERK-FINANCIAL & ADMINISTRATIVE DEPARTMENT

6	Payroll	August 24, 2014 Pay Period - 4 Employees	\$ 10,303.75
7	Accela	Minute Traq Monthly Subscription	\$ 490.00
8	Bright House	Internet Service	\$ 86.01
9	Capital Office	Office Supplies	\$ 109.43
10	Century Link	Telephone Service	\$ 25.21
11	Duke Energy	Electric Service	\$ 351.81
12	EGP	Staples	\$ 45.50
13	Kohn Construction & Electric	HVAC Maintenance and Filters	\$ 125.00
14	Maggio Enterprises Inc	Paper Products	\$ 32.85
15	MMD Computer Center, Inc	Technical Support	\$ 450.00
16	Petty Cash	Replenishment	\$ 36.99
17	UPS	Postage	\$ 43.15

DEVELOPMENT SERVICES

18	Payroll	August 24, 2014 Pay Period - 4.5 Employees	\$ 10,226.44
19	Bright House	Internet Service	\$ 96.84
20	CDW	Ink Cartridges	\$ 1,114.24
21	CRW Systems, Inc	Standard Level Annual Technical Support	\$ 20,925.00
22	The Daily Commercial	Ad	\$ 1,433.72

HUMAN RESOURCES

23	Payroll	August 24, 2014 Pay Period - 1 Employees	\$ 2,077.20
24	Bright House	Internet Service	\$ 21.52
25	Federal Express	Postage	\$ 24.58
26	Florida Association of City Clerks	Membership Renewal	\$ 75.00
27	Petty Cash	Replenishment	\$ 12.00

POLICE DEPARTMENT

28	Payroll	August 24, 2014 Pay Period - 35 Employees	\$ 78,934.96
29	Advanced Auto Parts	Fuses	\$ 8.78
30	Central Sumter Utility, LLC	Utilities - Brownwood	\$ 39.56
31	Century Link	Telephone Service	\$ 58.46
32	Department of Management Services	Telephone Service	\$ 74.76
33	Duke Energy	Electric Service	\$ 1,519.23
34	Ford Press	Business Cards - Smith, Generic	\$ 125.00
35	Jerry Ulm Dodge	Inner Kit	\$ 48.83
36	Elite K-9 Inc	Dogtra 190 NCP Field	\$ 262.90
37	En-Mark Simulator Rentals	PatrolSim III Driving Simulator	\$ 6,000.00
38	George Nahas Chevrolet, Inc	Weather Stripping	\$ 75.48
39	L3 Communications	Camera Console Mount	\$ 2,561.35
40	Lake Glass & Mirror, Inc	Retaining Pins for Pass Thru	\$ 30.00
41	Merritt Department Store	Trousers	\$ 77.29
42	Nick Nicholas Ford	Repair 2014 Ford Explorer	\$ 5,827.64

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43	Office Depot	Office Supplies	\$ 426.78
44	Pitney Bowes	Postage	\$ 100.00
45	Security Solutions of Central Florida	Mx3 Keypad, Module, Adapter, Replace Camera	\$ 2,135.00
46	Sirchie	Powder, Lifting Tape, Swab Box, Etc	\$ 289.96
47	Sumter Electric	Electric Service	\$ 120.85
48	UPS	Postage	\$ 19.59
49	U.S. HealthWorks	DS Urine, PE Basic, Eval Test	\$ 130.00
50	Villages Operating Company	A/C Reimbursement	\$ 18.00
51	Wildwood Ace Hardware	Fasteners, Mineral Spirits, Hooks, Etc	\$ 46.38

STREET DEPARTMENT

52	Payroll	August 24, 2014 Pay Period - 9.5 Employees	\$ 18,741.59
53	B & M Equipment	Sod Cutter	\$ 58.75
54	Bright House	Internet Service	\$ 106.10
55	Capital Office	Office Supplies	\$ 148.34
56	City Electric Supply Company	Light Bulbs	\$ 110.70
57	C.R. 466A Landfill Facility, LLC	Tipping Fee	\$ 427.56
58	C.W. Roberts	Asphalt	\$ 1,211.20
59	Duke Energy	Electric Service	\$ 4,542.66
60	Federal Express	Postage	\$ 28.52
61	George Nahas Chevrolet	Repair Air Bags	\$ 290.62
62	Henry Daniel	Pressure Washing	\$ 200.00
63	Maggio Enterprises, Inc	Paper Products	\$ 49.80
64	Salescorp of Florida	Gatorade	\$ 68.00
65	The Villages Mower & Repair	Carburetor	\$ 56.17
66	Traffic Engineering & Management	Programming School Lights	\$ 350.00
67	Wildwood Ace Hardware	Hose, Chain, Utility Knife, Fork, Blades, Brooms, Etc	\$ 279.53
68	Wildwood Mower & Saw, Inc	Clutch, Blades, Hedge Trimmer, Belts, Trimmer Head, Etc.	\$ 1,487.31

FLEET SERVICES

69	Payroll	August 24, 2014 Pay Period - 2.5 Employees	\$ 5,278.99
70	Big Truck Parts Inc	Filters	\$ 23.91
71	Bright House	Internet Service	\$ 106.10
72	Duke Energy	Electric Service	\$ 143.47
73	Municipal Supply & Sign Company	Signs "All Activities Monitored"	\$ 108.00
74	Wildwood Ace Hardware	Dust Pan & Duster	\$ 8.99
75	Wildwood Mower & Saw, Inc	Fuel Line, Hypr Oil,	\$ 26.98

COMMUNITY RE-DEVELOPMENT

76	Payroll	August 24, 2014 Pay Period - .5 Employees	\$ 1,806.43
77	Bright House	Internet Service	\$ 10.76

PARKS AND RECREATION

78	Payroll	August 24, 2014 Pay Period - 5.5 Employees	\$ 8,178.65
79	Bright House	Internet Service	\$ 118.51
80	Duke Energy	Electric Service	\$ 96.77
81	John Deere Landscapes	Prosecutor, White Tournament Paint	\$ 147.38
82	Nature Calls Inc	Port O Let Rental	\$ 250.00
83	Petty Cash	Replenishment	\$ 12.00
84	Sumter Electric	Electric Service - Baker House	\$ 18.32
85	Wildwood Ace Hardware	Chlorine, Cleaners, Padlocks, PVC, Tire Repair, Etc.	\$ 212.37
86	Wildwood Mower & Saw, Inc	Blades, Angle Gear, Module Kit, Stick Edger, Etc	\$ 772.66

COMMUNITY CENTER & OXFORD COMMUNITY CENTER

87	Century Link	Telephone Service	\$ 49.43
88	Curt Spenser	Deposit Refund - Wildwood Community Center	\$ 251.25
89	James Vaughn	Deposit Refund - Oxford Community Center	\$ 50.00

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90	Wildwood Ace Hardware	Pail, Brush Wheel, Sprayer, Paint, Trim, Rollers, Etc	\$	286.87
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PHYSICAL ENVIRONMENT ADMINISTRATIVE DEPARTMENT

91	Payroll	August 24, 2014 Pay Period - 3 Employees	\$	5,444.24
92	Bright House	Internet Service	\$	64.56
93	Capital Office	Office Supplies	\$	70.15
94	Century Link	Telephone Service	\$	68.38
95	Paula Corbin	Personal Vehicle Use	\$	14.00
96	EGP	Staples	\$	45.50
97	Kohn Construction & Electric	HVAC Maintenance and Filters	\$	125.00
98	Maggio Enterprises Inc	Paper Products	\$	32.85
99	MMD Computer Center, Inc	Technical Support	\$	450.00
100	Petty Cash	Replenishment	\$	14.00
101	Postmaster	Utility Billing Leesburg Post Office	\$	961.92

UTILITY DEPARTMENT

102	Payroll	August 24, 2014 Pay Period - 21 Employees	\$	41,458.58
103	Acton	Modular Rental	\$	600.27
104	Almac Unlimited, Inc	Latex Gloves	\$	329.50
105	A.W.K. Industries, Inc	Calibrations	\$	1,880.00
106	Besco Electric Supply Company	Htr Element	\$	192.03
107	B & M Equipment	Roller Drum	\$	150.41
108	Brenntag	Liquid Chlorine	\$	992.06
109	Capital Office	Office Supplies	\$	140.30
110	Century Link	Telephone Service	\$	199.51
111	Discount Janitorial & Paper Supply	Paper Products	\$	278.55
112	Duke Energy	Electric Service	\$	81.91
113	Evoqua	Switch, Sensor, Guard Dial, Screw Cap, Etc	\$	606.69
114	Federal Express	Postage	\$	75.17
115	FDEP	Construct PWS Components Ashley Water Treatment	\$	100.00
116	Fort Bend	Polymer Drum	\$	2,880.00
117	HACH	Test Strip Chlorine, Brilliant Green Tubes, Nutrient Sol	\$	343.55
118	HD Supply Power Solutions	Starter	\$	5,390.00
119	HD Supply WaterWorks	Valve Boxes, Gaskets	\$	132.10
120	Lynn King	Boot Allowance	\$	75.00
121	Mid-Florida Tractor & Equipment	Blades and Bearing Kit	\$	110.17
122	MMD Computer Center, Inc	Technical Support	\$	280.00
123	Odyssey Manufacturing	Hypochlorite Solutions	\$	2,204.48
124	Office Depot	Office Supplies	\$	393.90
125	Plant Technicians	Environmental Testing	\$	570.00
126	Professional Maintenance Products	Lift Station Degreaser	\$	1,450.00
127	Sanders Company, Inc.	VT Scada With Support Plus	\$	8,000.00
128	Sumter Electric	Electric Service	\$	3,467.89
129	Sunstate Meter & Supply, Inc	PVC Couplings, Plugs, Nipples, Clamps, Valves, Etc	\$	11,170.87
130	Test America	Environmental Testing	\$	2,677.50
131	The Dumont Company	Clear Flow, Hypochlorite Solutions	\$	3,594.00
132	The Yard Stop, Inc	Large Bore Tire and Rim	\$	149.90
133	Henry Troemner, LLC	Calibrations	\$	423.65
134	Wildwood Ace Hardware	Plywood, Keys, Fasteners, Brush, Broom, Ladder, Etc	\$	651.35
135	Wildwood Mower & Saw, Inc	Blades, Angle Gear, Module Kit, Stick Edger, Etc	\$	470.49

MISCELLANEOUS

136	General	Melanie Peavy Pay & Benefits	\$	3,350.42
137	General	Water Utility Tax	\$	3,186.14
138	General	10% WMI Refuse Franchise Fee	\$	7,563.68
139	General	Gas Consumption	\$	5,585.52
140	Guardian	Monthly Premium	\$	2,619.05

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141	Legal Shield	Monthly Premium	\$ 164.40
142	Lincoln National Life Insurance	Monthly Premium	\$ 1,091.16
143	Waste Management	August 90% Refuse Billed Less Franchise Fee	\$ 68,073.10
144	Waste Management	July 90% Refuse Billed Less Franchise Fee	\$ 68,073.10

GREENWOOD CEMETERY

ATTORNEYS/CONSULTANTS/SURVEYORS

FUEL INVENTORY

145	Stone Petroleum Products, Inc	Unleaded Gasoline	\$ 8,242.11
146	Stone Petroleum Products, Inc	Ultra LSD Fuel	\$ 2,347.88

TOTAL			\$ 468,815.81
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CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

S E A L

ATTEST: _____
Cassandra Lippincott, City Clerk/Finance Dir.

Ed Wolf, Mayor

RESOLUTION NO. R2014-25

A RESOLUTION OF THE CITY OF WILDWOOD, FLORIDA
ADOPTING THE TENTATIVE LEVYING OF AD VALOREM
TAXES FOR CITY OF WILDWOOD, FLORIDA; PROVIDING FOR
AN EFFECTIVE DATE

WHEREAS, the City Commission has reviewed the Fiscal Year 2014-2015 budget during public workshops; and,

WHEREAS, the millage rate to be levied provides the sufficient ad valorem tax revenue which when combined with the other projected General Fund revenues will pay the appropriations in the fiscal year 2014-2015 budget; and,

WHEREAS, a public budget hearing was held on September 10, 2014 in accordance with Florida Statutes, Section 200.065.

NOW THEREFORE BE IT RESOLVED by the City Commission of the City of Wildwood, Florida, Sumter County, that:

1. The Fiscal year 2015 tentative operating millage rate is 4.1044% mills which is greater than the rolled back rate 3.5091% by 16.96%.
2. The voted debt service millage is 0%.
3. This resolution shall take effect immediately up its adoption.

DONE AND RESOLVED, this 10th day of September 2014.

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

S E A L

Ed Wolf, Mayor

ATTEST: _____
Cassandra Lippincott, City Clerk/Finance Officer

RESOLUTION NO. R2014-26

A RESOLUTION OF THE CITY OF WILDWOOD, FLORIDA
ADOPTING THE TENTATIVE BUDGET FOR FISCAL YEAR
2015; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, The City Commission of the City of Wildwood, Sumter County, Florida on September 10, 2014, held a public hearing as required by Florida Statute 200.065; and

WHEREAS, the City Commission of the City of Wildwood, Sumter County, Florida, set forth the appropriations and revenue estimate for the Budget for Fiscal Year 2015 in the amount of **\$16,582,514.19**.

NOW THEREFORE BE IT RESOLVED by the City Commission of the City of Wildwood, Florida, that :

1. The Fiscal Year – 2015 TENTATIVE Budget be adopted.
2. This resolution shall take effect immediately upon its adoption.

DONE AND RESOLVED, this 10th day of September, 2014.

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

S E A L

Ed Wolf, Mayor

ATTEST: _____
Cassandra Lippincott, City Clerk/Finance Officer

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: City-Initiated Comp. Plan Amendment, CP 1405-01 (Old Library Site)

Approval of Ordinance O2014-25.

REQUESTED ACTION:

<input type="checkbox"/> Work Session (Report Only)	DATE OF MEETING:	<u>9/10/14 First Reading</u>
<input checked="" type="checkbox"/> Regular Meeting	<input type="checkbox"/> Special Meeting	<u>9/24/14 Adoption</u>

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

BUDGET IMPACT: _____

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

HISTORY/FACTS/ISSUES:

Staff seeks approval for a Small Scale Future Land Use Map Amendment to the adopted Comprehensive Plan. On September 2, 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 O2014-25. **Staff also recommends approval of Ordinance 02014-25 (attached).**

The 7.66 +/- acre subject parcel is intended to be utilized as the new Public Works Building. The amendment reassigns the property from City "High Density Residential" to City "Public Facilities." Subject to approval of this small-scale land use change approval, the City has submitted a rezoning application for consideration.

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

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

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

A handwritten signature in black ink that reads "Melanie D. Peavy". The signature is written in a cursive, flowing style.

Melanie D. Peavy
Development Services Director

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

The case below was heard on Tuesday, September 2nd, 2014, by the Special Magistrate. The applicant seeks a small scale comprehensive plan amendment from City High Density Residential to City Public Facilities on 7.66 +/- acres. The site is generally located northwest of the intersection of Huey Street and S. Palmer Drive.

Case: CP 1405-01

Parcel: A portion of G05=113

Owner: City of Wildwood

Applicant: City of Wildwood

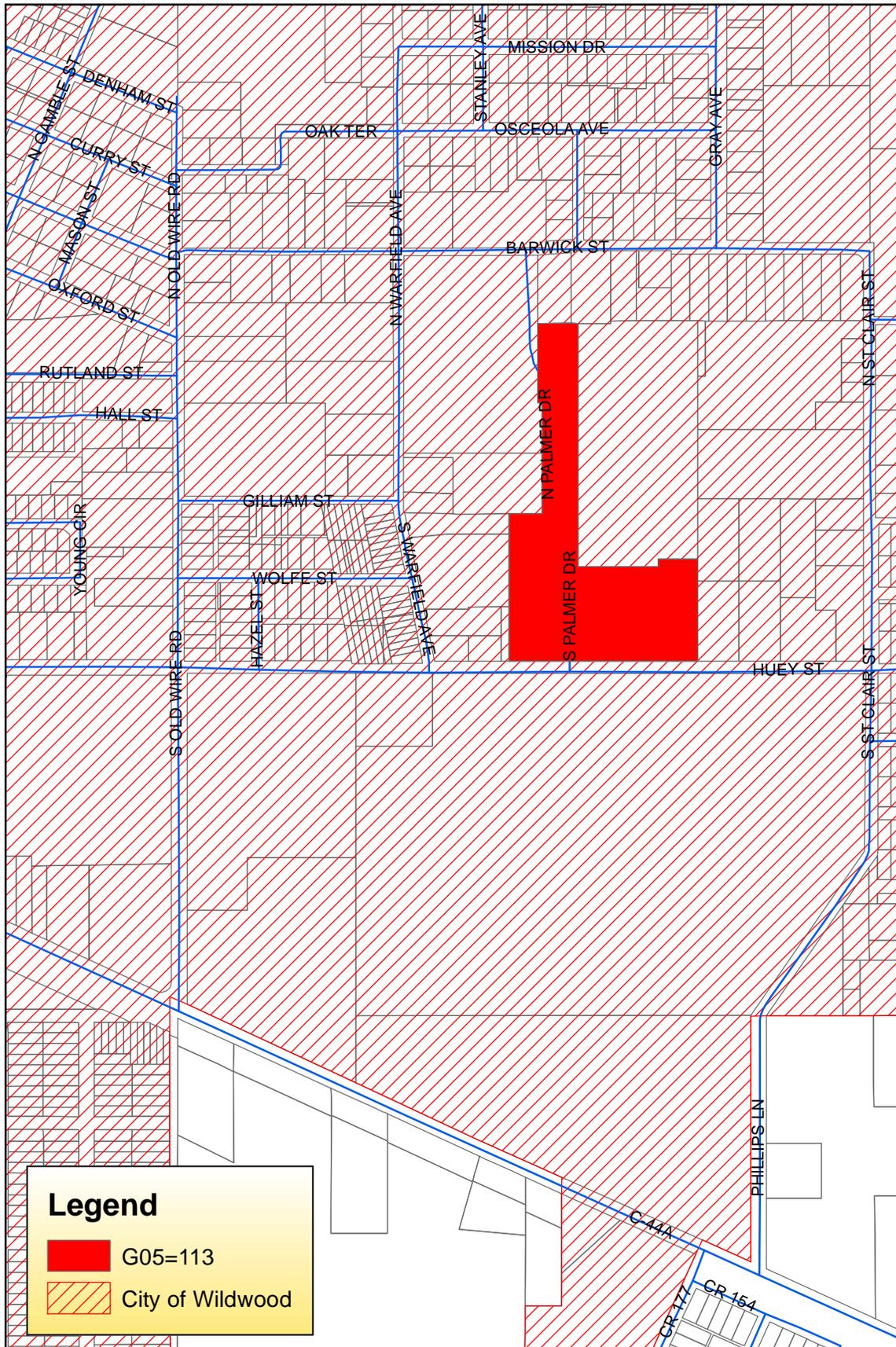
Under subsection 1.7(C) of the Land Development Regulations (LDRs), the Planning and Zoning Board/Special Magistrate as Local Planning Agency has a duty to make a recommendation to the City Commission on all proposed comprehensive plan amendments in accordance with the procedure outlined in subsection 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 O2014-25 to the City Commission.

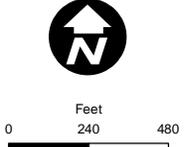
Dated: September ____, 2014

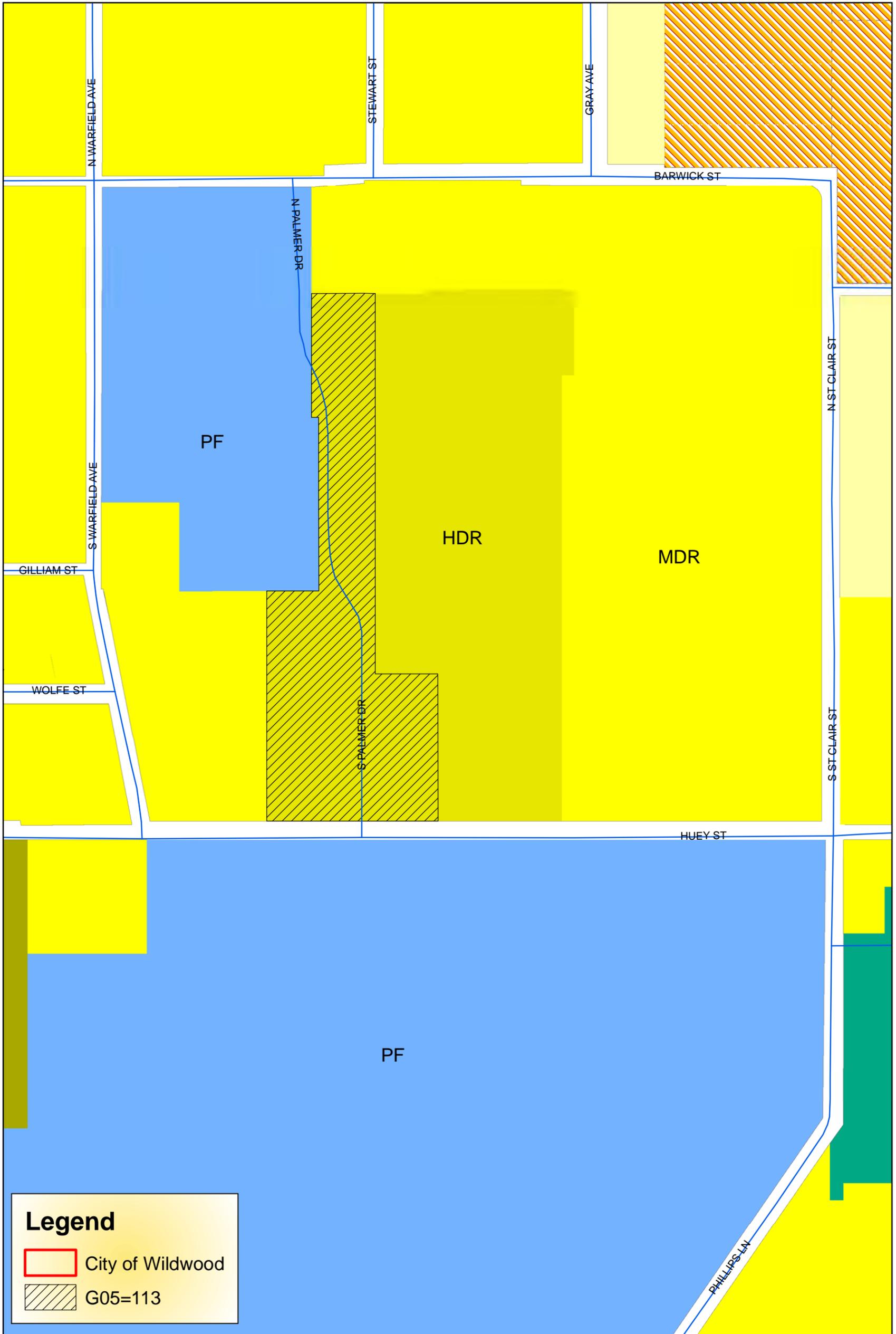
/Proposed/

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



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	City of Wildwood 100 North Main Street Wildwood, FL 34485 Phone: (352) 330-1330 www.wildwood-fl.gov		G05=113 Old Library/Public Works Building	
			WILDWOOD, FLORIDA	
			August 2014	LOCATION MAP



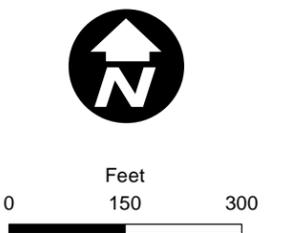
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Legend

-  City of Wildwood
-  G05=113



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



G05=113 OLD LIBRARY/PUBLIC WORKS	
WILDWOOD, FLORIDA	
AUGUST 2014	EXISTING LAND USE

ORDINANCE NO. O2014-25

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:

A portion of parcel G05=113
Public Works Building / Old Library Site
7.66 acres +/-

LEGAL DESCRIPTION:

THAT PORTION OF THE SW 1/4 OF SECTION 5, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SW 1/4, THENCE RUN N89°59'20"W ALONG THE SOUTH LINE OF SAID SW 1/4, A DISTANCE OF 661.58 FEET, THENCE N00°00'45"W 10.00 FEET TO A CONCRETE MONUMENT ON THE NORTH RIGHT-OF-WAY LINE OF HUEY STREET, THENCE N89°59'20"W ALONG SAID RIGHT-OF-WAY LINE, 308.46 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE CONTINUE N89°59'20"W ALONG SAID RIGHT-OF-WAY LINE 413.04 FEET TO A POINT ON THE WEST LINE OF THE EAST 60.00 FEET OF THE SOUTH 608.50 FEET OF THE SW 1/4 OF THE SW 1/4 OF SAID SECTION 5, THENCE N00°04'27"W (N00°05'05"W RECORD) 598.50 FEET, THENCE S89°59'20"E 111.26 FEET, THENCE N00°02'06"W (N00°05'05"W RECORD) A DISTANCE OF 417.45 FEET (417.78 FEET RECORD) TO A CONCRETE MONUMENT, THENCE N89°59'20"W 17.16 FEET, THENCE N00°05'05"W 292.93 FEET (293.72 FEET RECORD), THENCE S89°58'25"E 168.19 FEET TO A FOUND 5/8 INCH IRON ROD NUMBER LB1723, AT THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1081, PAGE 186, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, THENCE S00°00'45"E 947.49 FEET TO THE SOUTHWEST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1081, PAGE 186, THENCE S89°58'25"E 179.69 FEET TO THE NORTHWEST CORNER OF EASEMENT DESCRIBED IN OFFICIAL RECORDS BOOK 1081, PAGE 192, PUBLIC

RECORDS OF SUMTER COUNTY, FLORIDA, THENCE S00°00'40"W 333.28 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 28.00 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF S45°00'40"W, AND A CHORD DISTANCE OF 39.59 FEET, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 43.98 FEET TO THE POINT OF BEGINNING.
THE PROPERTY DESCRIBED CONTAINS 7.66 ACRES, MORE OR LESS.
SUBJECT TO COVENANTS, RESTRICTIONS AND EASEMENTS OF RECORD.

CONTAINING 7.66 ACRES MORE OR LESS.

This property is to be reclassified from City comprehensive plan designation "High Density Residential" to City comprehensive plan designation "Public Facilities."

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:

Cassandra Lippincott, City Clerk

First Reading: _____

Second Reading: _____

Approved as to form:

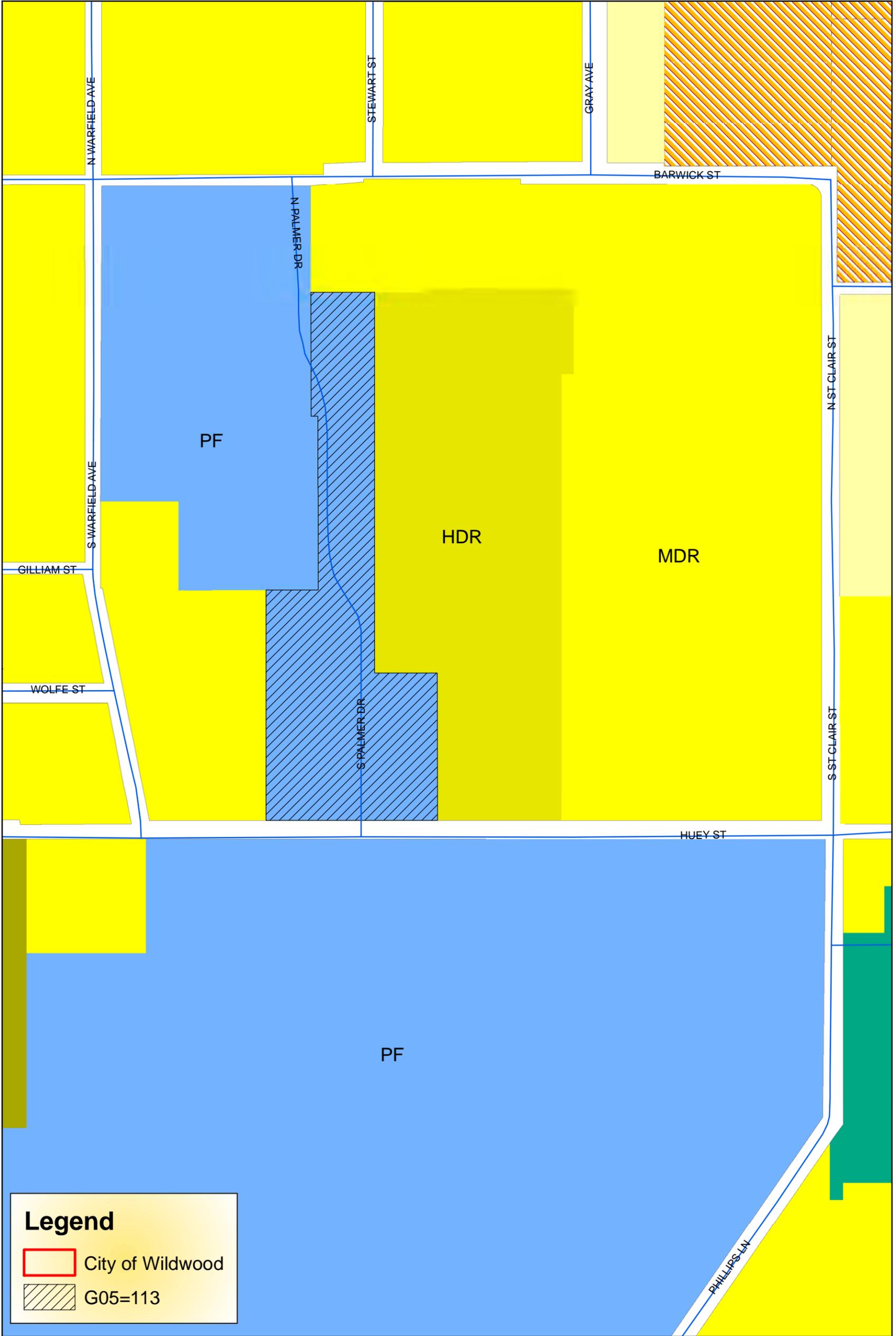
Ashley Hunt, City Attorney

Ordinance O2014-25

“Exhibit A”

A portion of G05=113 (Public Works Building / Old Library Site)

Proposed Future Land Use Map Designation



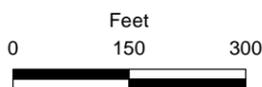
Legend

- City of Wildwood
- G05=113

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



G05=113
OLD LIBRARY/PUBLIC WORKS

WILDWOOD, FLORIDA

AUGUST 2014

PROPOSED LAND USE

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: City-Initiated Rezoning, RZ 1405-01 (Old Library Site)

Approval of Ordinance O2014-26.

REQUESTED ACTION:

Work Session (Report Only)

DATE OF MEETING: 9/10/14 First Reading
9/24/14 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:

Staff seeks approval from the City Commission for a rezoning from City "R-5: High Density Residential" to City of Wildwood "PEU: Public, Educational, Utilities."

The 7.66 +/- acre subject property is located on the north side of Huey Street at the intersection of S. Palmer Drive, just to the east of downtown. The property is subject to a concurrent Small Scale Comprehensive Plan amendment to change the Future Land Use Map designation to City "Public Facilities." The requested zoning of "PEU: Public, Educational, Utilities" would bring the property into compliance with the proposed Future Land Use Map designation.

Staff recommends approval of Ordinance O2014-26 subject to approval of Ordinance O2014-25, which establishes a future land use appropriate to the proposed zoning.

Case RZ 1405-01 was considered by the Planning & Zoning Board/Special Magistrate on Tuesday, September 2, 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 Tuesday, September 5th, 2014 by the Special Magistrate. The applicant seeks approval and favorable recommendation from the City of Wildwood Planning and Zoning Board/Special Magistrate for a Zoning Map Amendment from City “R-5: High Density Residential” to City “PEU: Public, Educational, Utilities.” The property is generally located to the northwest of the intersection of Huey Street and S. Palmer Drive.

Case: RZ 1405-01

Parcel: A portion of G05=113

Owner: City of Wildwood

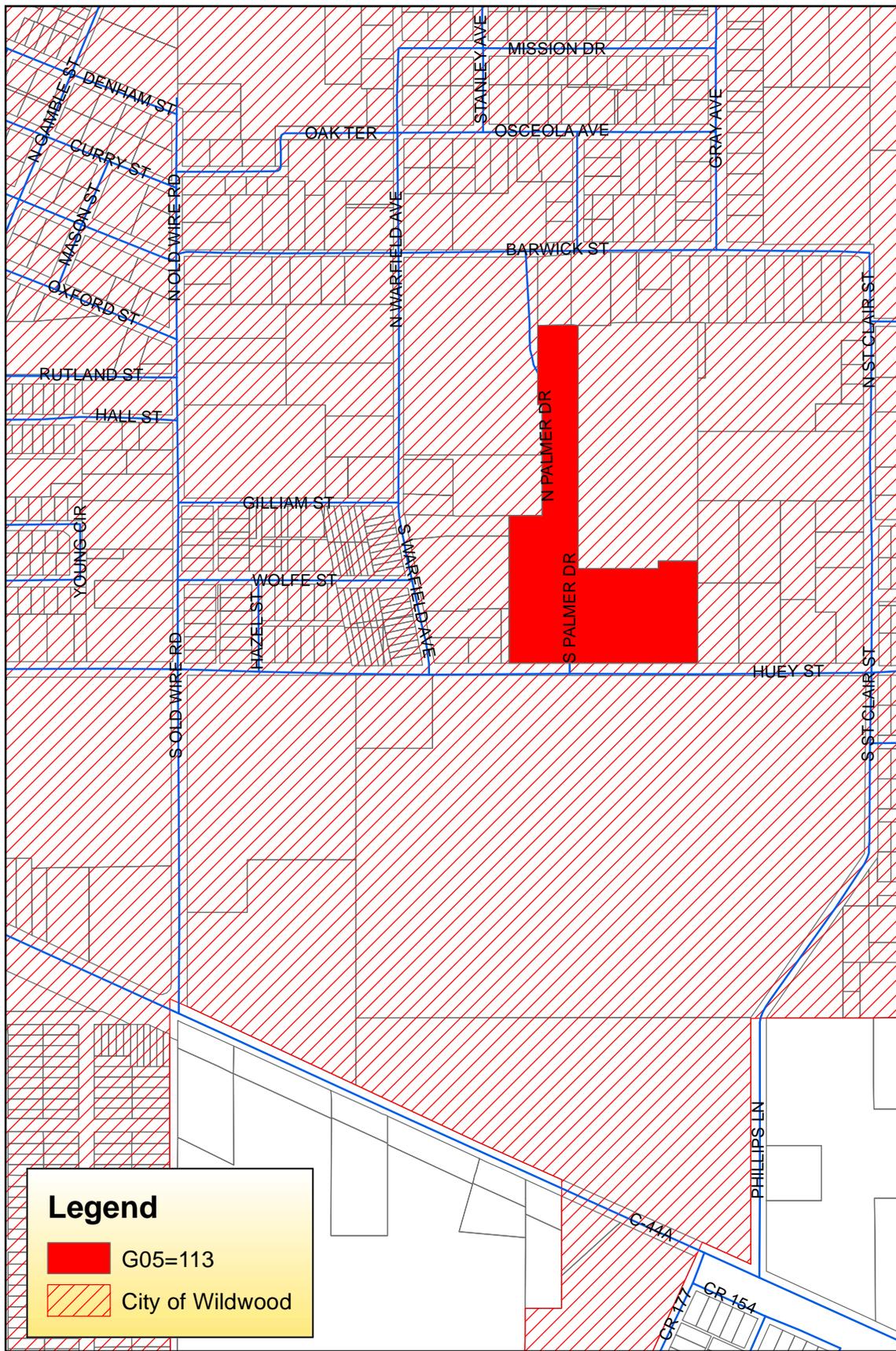
Applicant: City of Wildwood

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.

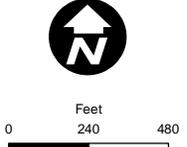
Based upon the testimony and information presented, the Special Magistrate recommends approval of the Zoning Map Amendment and favorable recommendation of Ordinance O2014-26 to the City Commission.

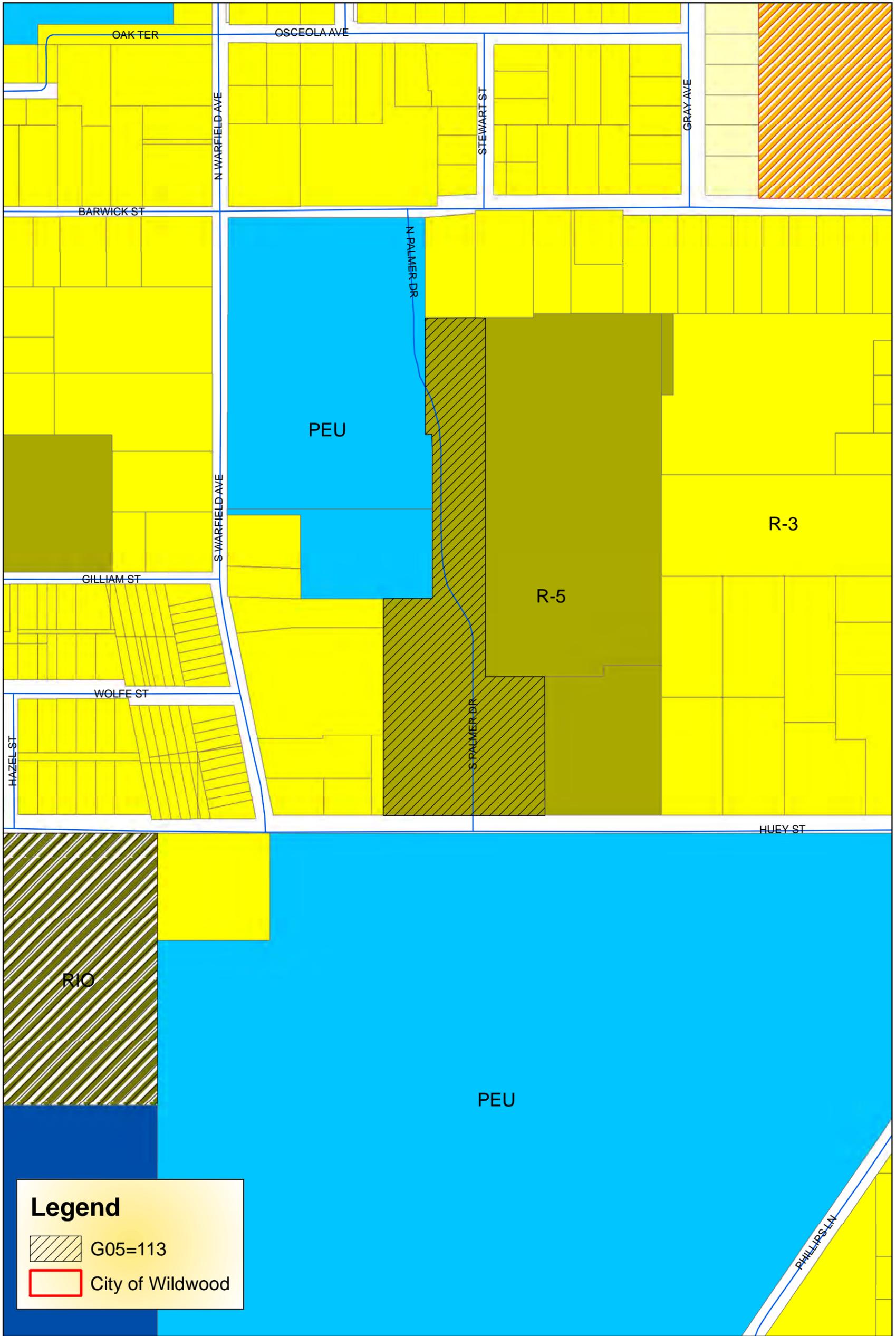
Dated: September ____, 2014

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



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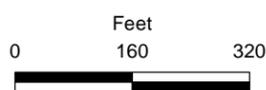
	City of Wildwood 100 North Main Street Wildwood, FL 34485 Phone: (352) 330-1330 www.wildwood-fl.gov		G05=113 Old Library/Public Works Building	
			WILDWOOD, FLORIDA	
			August 2014	LOCATION MAP



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City of Wildwood
100 North Main Street
Wildwood, FL 34485
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www.wildwood-fl.gov



G05=113
OLD LIBRARY/PUBLIC WORKS

WILDWOOD, FLORIDA

AUGUST 2014

EXISTING ZONING

ORDINANCE NO. O2014-26

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:

A portion of parcel G05=113
Public Works Building / Old Library Site
7.66 acres +/-

LEGAL DESCRIPTION:

THAT PORTION OF THE SW 1/4 OF SECTION 5, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SW 1/4, THENCE RUN N89°59'20"W ALONG THE SOUTH LINE OF SAID SW 1/4, A DISTANCE OF 661.58 FEET, THENCE N00°00'45"W 10.00 FEET TO A CONCRETE MONUMENT ON THE NORTH RIGHT-OF-WAY LINE OF HUEY STREET, THENCE N89°59'20"W ALONG SAID RIGHT-OF-WAY LINE, 308.46 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE CONTINUE N89°59'20"W ALONG SAID RIGHT-OF-WAY LINE 413.04 FEET TO A POINT ON THE WEST LINE OF THE EAST 60.00 FEET OF THE SOUTH 608.50 FEET OF THE SW 1/4 OF THE SW 1/4 OF SAID SECTION 5, THENCE N00°04'27"W (N00°05'05"W RECORD) 598.50 FEET, THENCE S89°59'20"E 111.26 FEET, THENCE N00°02'06"W (N00°05'05"W RECORD) A DISTANCE OF 417.45 FEET (417.78 FEET RECORD) TO A CONCRETE MONUMENT, THENCE N89°59'20"W 17.16 FEET, THENCE N00°05'05"W 292.93 FEET (293.72 FEET RECORD), THENCE S89°58'25"E 168.19 FEET TO A FOUND 5/8 INCH IRON ROD NUMBER LB1723, AT THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1081, PAGE 186, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, THENCE S00°00'45"E 947.49 FEET TO THE SOUTHWEST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1081, PAGE 186, THENCE S89°58'25"E 179.69 FEET TO THE NORTHWEST CORNER OF EASEMENT DESCRIBED IN OFFICIAL RECORDS BOOK 1081, PAGE 192, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, THENCE S00°00'40"W 333.28 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND

HAVING A RADIUS OF 28.00 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF S45°00'40"W, AND A CHORD DISTANCE OF 39.59 FEET, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 43.98 FEET TO THE POINT OF BEGINNING.
THE PROPERTY DESCRIBED CONTAINS 7.66 ACRES, MORE OR LESS.
SUBJECT TO COVENANTS, RESTRICTIONS AND EASEMENTS OF RECORD.

CONTAINING 7.66 ACRES MORE OR LESS.

This property is to be reclassified from City zoning "R-5: High Density Residential" to City zoning "PEU: Public, Educational, Utilities."

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: _____
Cassandra Lippincott, City Clerk

First Reading: _____

Second Reading: _____

Approved as to form:

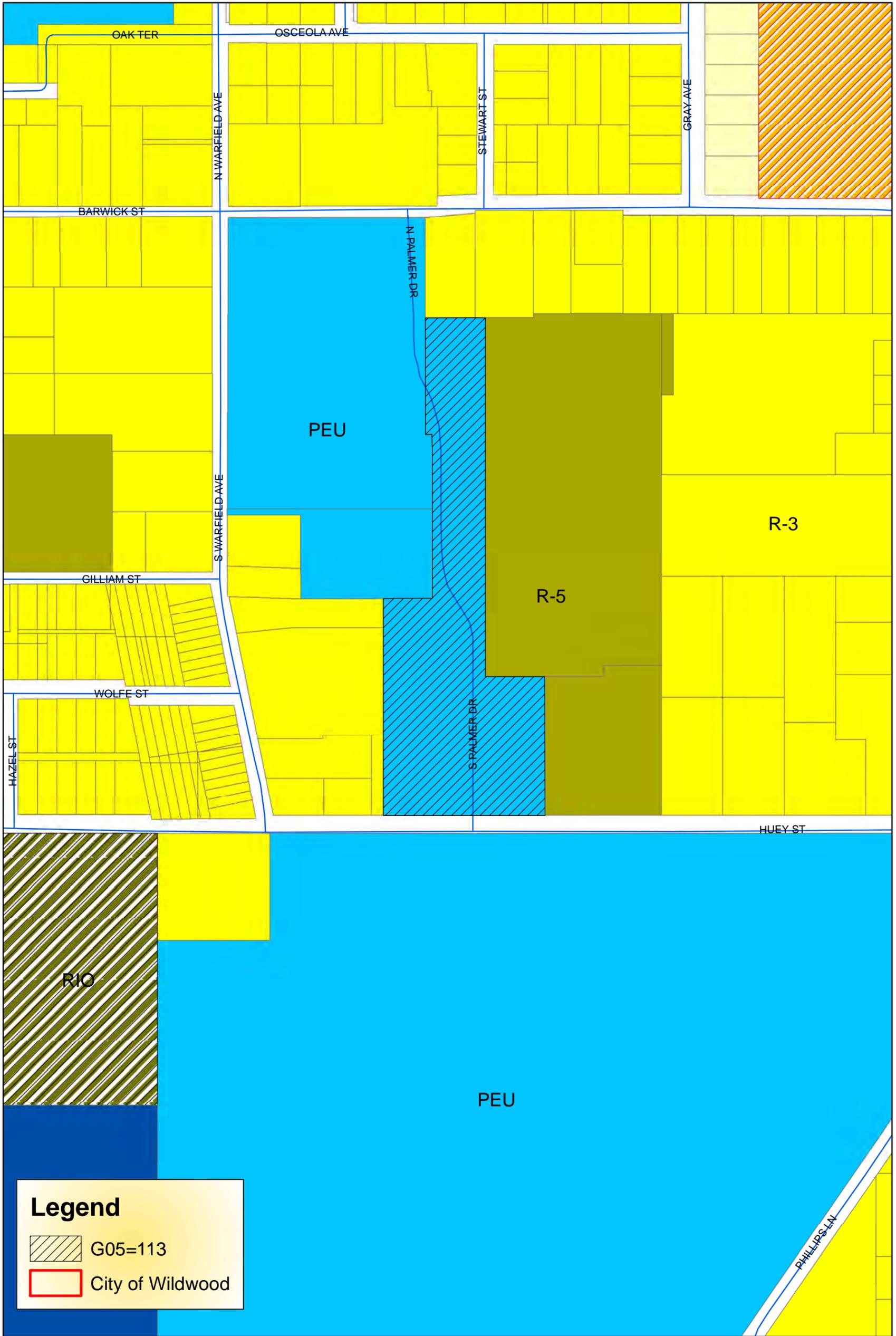
Ashley Hunt, City Attorney

Ordinance O2014-26

“Exhibit A”

A portion of G05=113 (Public Works Building / Old Library Site)

Proposed Zoning Map Designation



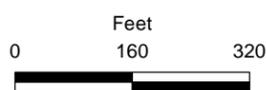
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Legend

-  G05=113
-  City of Wildwood



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



G05=113
 OLD LIBRARY/PUBLIC WORKS

WILDWOOD, FLORIDA

AUGUST 2014

PROPOSED ZONING

RESOLUTION NO. 2014-28

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILDWOOD, FLORIDA, PROVIDING FOR INCREASES TO THE WATER AND WASTEWATER USER CHARGE ORDINANCE AND FACILITY AVAILABILITY BASE RATES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 19-30 of the City of Wildwood Code provides that water and wastewater user rates shall be set by the city commission; and,

WHEREAS, the City of Wildwood has provided a mechanism for increasing water and wastewater user fees in Resolution number 981; and,

WHEREAS, the resolution provides that the commission may increase water and wastewater user fees by increases in the Consumer Price Index at any regular or special meeting of the commission; and,

WHEREAS, the Consumer Price Index for the last 12 months shows an average increase of 2.1%.

NOW THEREFORE, BE IT RESOLVED, by the City Commission of the City of Wildwood, Florida:

SECTION 1. The Residential/Commercial base rate for sewer facility availability to each user shall be based on capacity allocation as determined by meter size as follows:

Meter Size	Equivalent Meter Factor	Inside City Monthly Minimum Charge	Outside City Monthly Minimum Charge
5/8"	1	\$11.64	\$14.55
1"	1.25	\$14.55	\$18.19
1 1/2"	2	\$23.26	\$29.08
2"	3.64	\$42.29	\$52.86
3"	7.33	\$85.29	\$106.61
4"	13.33	\$155.10	\$193.88
6"	25.67	\$298.57	\$373.21
8"	45	\$523.48	\$654.35
10"	76.33	\$887.95	\$1,109.93

SECTION 2. The Residential/Commercial user charge rate for sewer operation and maintenance including replacement shall be:

Inside City Limits

\$3.10 per thousand gallons multiplied by 90% of the water used.

Outside City Limits

\$3.88 per thousand gallons multiplied by 90% of the water used.

(It has been established that 90% of water consumption is treated as wastewater.)

SECTION 3. The Residential/Commercial base rate for water facility availability to each user shall be based on capacity allocation as determined by meter size as follows:

Meter Size	Equivalent Meter Factor	Inside City Monthly Minimum Charge	Outside City Monthly Minimum Charge
5/8"	1	\$6.55	\$8.18
1"	1.25	\$8.38	\$10.48
1 1/2"	2	\$13.95	\$17.44
2"	3.64	\$25.94	\$32.43
3"	7.33	\$53.04	\$66.30
4"	13.33	\$97.02	\$121.28
6"	25.67	\$187.45	\$234.31
8"	45	\$329.14	\$411.43
10"	76.33	\$558.81	\$698.51

SECTION 4. The Commercial user charge rate for water operation and maintenance including replacement shall be:

<u>INSIDE CITY LIMITS</u>	<u>OUTSIDE CITY LIMITS</u>
\$1.53 per thousand gallons	\$1.91 per thousand gallons

SECTION 5. The Residential user charge rate for water operation and maintenance including replacement shall be:

<u>Inside City Limits</u>	
<u>0 – 6,000 Gallons</u> \$1.14/1,000	<u>7,000 Gallons and up</u> \$1.72/1,000
<u>Outside City Limits</u>	
<u>0 – 6,000 Gallons</u> \$1.43/1,000	<u>7,000 Gallons and up</u> \$2.15/1,000

SECTION 6. Irrigation shall be

Inside City Limits

\$1.75/1,000 gallons used in addition to a \$1.14 processing fee when water charges are incurred.

Outside City Limits

\$2.19/1,000 gallons used in addition to a \$1.43 processing fee when water charges are incurred.

SECTION 7. All charges herein have been increased by 25% for users outside the City Limits.

SECTION 8. These rates and charges supersede any previous rates established by the City Commission of the City of Wildwood, Florida.

SECTION 9. With the passage of this Resolution the new rates will become effective as of the billing cycle for the month of October, 2014.

PASSED AND RESOLVED, this _____ day of _____, 2014.

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

SEAL

Ed Wolf, Mayor

Attest: _____
Cassandra Lippincott, City Clerk/Finance Officer

RESOLUTION NO. R2014-29

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILDWOOD, SETTING RATES FOR USE OF RECLAIMED WATER FOR CLASS A, CLASS AM, AND CLASS B USERS; REPLACING RESOLUTION NO. R2013-14; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Wildwood has passed Ordinance No. 404, which provides that rates for Class A, Class AM, and Class B users of reclaimed water shall be established by Resolution; and,

WHEREAS, the City Commission of the City of Wildwood desires to increase the rates for reclaimed water based on the Consumer Price Index; and,

WHEREAS, the Consumer Price Index for the last 12 months shows an average increase of 2.1%.

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

SECTION 1. Class A, Class AM and Class B users shall pay for reclaimed water as follows:

(1) *Class A and AM users.*

Class A and AM users shall pay a monthly fee, charge or rate as follows:

	Inside City	Outside City
Stand by charge (per ERU) (imposed beginning 90 days after availability of product to property)	\$1.12	\$1.41
Use charge per 1,000 gallons	\$0.69	\$0.88

(2) *Class B users:*

a. Class B users shall pay a monthly fee, charge or rate as follows:

	Inside City	Outside City
Stand by charge (per ERU) (imposed beginning 90 days after availability of product to property)	\$1.12	\$1.41
Use charge per 1,000 gallons	\$0.95	\$1.18

b. Class B users shall pay all costs associated with the reclaimed water service connection, including, but not limited to, tapping into the distribution main, the connection pipe, the city's shut-off valve, the meter and the backflow prevention device.

SECTION 2. With the passage of this Resolution the new rates will become effective as of the billing cycle for the month of October, 2014

PASSED AND RESOLVED this ___ day of _____, 2014, by the City Commission of the City of Wildwood, Florida.

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

Ed Wolf, Mayor

ATTEST: _____
Cassandra Lippincott, City Clerk/Finance Officer

RESOLUTION NO. R2014-30

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILDWOOD ; PROVIDING FOR INCREASES TO WATER AND WASTEWATER TRANSMISSION INFRASTRUCTURE EXTENSION FEES FOR INFLATION, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in March, 2005, the City of Wildwood had a Water and Wastewater Transmission Infrastructure Extension (TIE) Fee study performed by Barnes, Ferland and Associates, Environmental Consulting Engineers; and,

WHEREAS, the study states "The City will use the cost inflation index factor known as Civil Works Construction Cost Index System (CWCCIS) published regularly by the U.S. Army Corps of Engineers, to adjust for inflation" and,

WHEREAS, the Feature Code #19 is the most appropriate CWCCIS feature code (utilities) to use to update the study; and,

WHEREAS, the standard index has increased 1.7 percent during the past fiscal year.

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

The Water TIE is increased from \$636.24 per ERU* at a distance of 14,001 to 15,000 feet *** to \$647.06 at a distance of 14,001 to 15,000 feet; and,

The Wastewater TIE is increased from \$697.25 per ERU at a distance of 14,001 to 15,000 feet to \$709.10 per ERU at a distance of 14,001 to 15,000 feet.

*ERU- Equivalent Residential Unit representing 300 GPO water and 250 GPO wastewater.

*** The distance factors (Table 2) in the original March 2005 TIE fee Guidance Manual adjusts for less or greater distances.

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

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

SEAL:

Ed Wolf, Mayor

ATTEST: _____
Cassandra Lippincott, City Clerk

RESOLUTION NO. R2014-31

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILDWOOD; PROVIDING FOR INCREASES TO WATER AND WASTEWATER CONNECTION FEES FOR INFLATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Wildwood had a Water and Wastewater Connection Fee study performed by Barnes, Ferland and Associates, Environmental Consulting Engineers; and,

WHEREAS, the study states, "The schedule of system connection fees should automatically escalate in accordance with increases in the U.S. Army Corps of Engineers Civil Works Construction Index System (CWCCIS) published regularly by the U.S. Army Corps of Engineers, to adjust for inflation"; and,

WHEREAS, Feature Code #19 is the most appropriate CWCCIS feature code (utilities) to use to update the study; and,

WHEREAS, the standard index has increased 1.7 percent during the past fiscal year.

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

The Water Connection Fee is increased from \$1103.62 per ERC* to \$1122.38 per ERU; and,

The Wastewater Connection Fee is increased from \$2342.32 per ERG to \$2382.14 per ERU.

These fees shall take effect on October 1, 2014.

*ERC- Equivalent Residential Unit representing 300 GPD water and 250 GPD wastewater.

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

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

Ed Wolf, Mayor

SEAL

ATTEST: _____
Cassandra Lippincott, City Clerk

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Peppertree Village Developer's Agreement

REQUESTED ACTION: Approval of Developer's Agreement for Peppertree Village

Work Session (Report Only) **DATE OF MEETING:** 9/10/14
 Regular Meeting Special Meeting

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

BUDGET IMPACT: _____

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

HISTORY/FACTS/ISSUES:

Project: Peppertree Village, 106 single family detached residential subdivision
Parcel Numbers: D30=003, D30=004, and D30=006
Property Location: South side of CR 222, approximately 1/4 mile west of US 301 behind the Peppertree Apartments.
Owner: F. William Futch, as trustee for the R. William Futch Land Trust
Engineer: Farner, Barley & Associates

City staff is seeking Commission approval of the developer's agreement for the Peppertree Village subdivision. The development will consist of 106 single family residential units as well as supporting infrastructure. The developer's agreement includes Developer and City obligations, time frames for delivery of services (water and wastewater), cost of services, etc.

The owner is requesting 10 ERUs at this time for their model homes. TIE fees and connection fees have been calculated and are included as exhibits to the agreement. The owner has paid 100% of the TIE fees and 50% of the connection fees in connection with this agreement.



Melanie D. Peavy
Development Services Director

**UTILITY AGREEMENT BETWEEN
THE CITY OF WILDWOOD, FLORIDA AND
R. WILLIAM FUTCH, AS TRUSTEE OF THE R. WILLIAM FUTCH LAND TRUST
AGREEMENT, DATED OCTOBER 27, 2005**

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 R. WILLIAM FUTCH, AS TRUSTEE OF THE R. WILLIAM FUTCH LAND TRUST AGREEMENT, DATED OCTOBER 27, 2005, (hereinafter called "Developer").

WITNESSETH:

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

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

WHEREAS, Developer desires to procure water and wastewater from the City for the Property described in Exhibit "A"; and,

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

PART I. DEFINITIONS

- A. The term "connection fee" shall be construed as defined in City of Wildwood ordinances and resolutions.
- B. The term "Developer" shall refer to R. WILLIAM FUTCH, AS TRUSTEE OF THE R. WILLIAM FUTCH LAND TRUST AGREEMENT, DATED OCTOBER 27, 2005.
- 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 TIE fee and shall be as defined by City ordinances and resolutions.

PART II. DEVELOPER’S OBLIGATIONS

A. Connection and TIE Fees.

1. TIE Fees.

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

b. The water TIE fee shall be calculated using City ordinances and resolutions in effect at the time the Developer executes this agreement. The calculation for the TIE fees to be purchased at the time of execution of this agreement is included in the attached Exhibit “B”

c. The wastewater TIE fee shall be calculated using City ordinances and resolutions in effect at the time the Developer executes this agreement. The calculation for the TIE fees to be purchased at the time of execution of this agreement is included in the attached composite Exhibit “B”.

- d. All TIE fees are due at the time Developer executes this agreement.
- e. Developer understands that TIE fees are non-refundable.
- f. TIE fees are calculated by the City based on the number of connection fees approved for reservation as indicated in Exhibit "B". One (1) TIE fee is due for each connection (ERC) reserved.

2. Connection Fees

a. The connection fees (both water and wastewater) shall be calculated according to the rate schedule adopted by the City at the time the Developer reserves capacity. The calculation for the connection fees to be purchased at the time of execution of this agreement is included in the attached composite Exhibit "B."

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

c. Connection Fees are not sold on speculation and may be repurchased by the City at the price paid by the Developer if significant progress is not made toward construction within twenty-four (24) months of the date the purchased connection fee becomes available to the Developer. TIE fees are not refundable to the Developer. Significant progress shall be deemed to have occurred if Developer has completed construction as indicated in the attached Exhibit "C" within twenty four (24) months of the schedule date of when capacity is made available to the Developer. The time for "significant progress" may be extended pursuant to the provisions of this Agreement concerning "Force Majeure."

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

- i. The Developer must complete the TIE, Connection Fee, and

Refuse Utility forms.

- ii. The City must approve in writing the TIE, Connection Fee, and

Refuse utility forms.

- iii. The Developer and the City must both execute the water and wastewater ERU availability schedule form.

- iv. All non-refundable TIE fees and wastewater must be paid.

- v. This Developers Agreement and attachments must be fully executed.

- vi. All non-refundable TIE fees for both water and wastewater must be paid.

- vii. The developers agreement and attachments must be fully executed.

- e. Connection fees shall be paid as follows:

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

- ii. The next twenty five (25%) percent of the water and wastewater connection fees shall be paid upon issuance of the individual building permits for which ERCs are reserved.

- iii. The final twenty five (25%) percent of the water and wastewater connection fees shall be paid upon issuance of the Certificate of Occupancy for the portion of the Development for which ERCs are reserved.

- f. The purchase of ERCs and TIE fees under this agreement 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.

g. 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.

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

i. If the Developer's need for capacity falls two quarters or more behind the agreed upon availability schedule, the City has the right to unilaterally adjust the availability schedule to reflect the slowed pace of need. Such action must be done with appropriate documentation and in writing. Such adjustment may only delay the calendar quarter in which reserved ERCs are available, and may not reduce the total number of available ERCs or the number of available ERCs within a calendar quarter. However, if the need for capacity continues for four continuous quarters at fifty (50%) percent or less then City may reduce the number of ERCs available per quarter to the highest number of ERCs that have been used in any one quarter of the four preceding quarters that capacity use has been below the anticipated use.

3. Until Developer provides the City with full payment for all TIE fees, connection fees and completes all other requirements of this agreement, no water or sewer service will be provided.

4. The City reserves the right to determine the number of ERCs it will allow a Developer to purchase. The City has determined at the time of execution of this agreement

that the Developer may purchase 10 water ERCs and 10 wastewater ERCs at rates in effect at the time of this agreement. These capacities will be available at the times listed on Exhibit "C."

5. Developer may not transfer any water or wastewater capacity reserved without written permission from the City. Any such transfer will void the capacity reservation and the ERCs will revert back to the City and the Developer will forfeit any right to any repayment of the connection fees paid for the capacity reservation. The City shall not withhold permission for a transfer of capacity to another property or another project if the request is reasonable. As developer develops the property and sells parcels to third parties, such sales shall not be deemed a transfer prohibited by this paragraph.

6. The purchase of ERCs and TIE fees 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.

B. 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.

2. The Developer shall be responsible for all water distribution lines from the Developer's side of the water meter.

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 III. CITY'S OBLIGATIONS

A. 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 accept any portion of the mainlines and/or lift stations the parties have agreed upon in writing will be transferred to the City. The obligation of the City to furnish water and/or wastewater and/or reuse service other than construction water shall not arise until Developer has completed the conditions contained in this paragraph. The City shall have at least thirty (30) days from completion of construction to review drawings and constructed facilities.

B. The City shall extend water and wastewater transmission facilities to the property.

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

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

PART IV. MUTUAL COVENANTS

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

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

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

Agreement.

2. City shall be a party of said assignment and shall not 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 as signed.

B. 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.

C. 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.

D. 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.

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

F. 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 within granted easements to City pursuant to this Agreement.

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

H. If the development includes single family homes, it is assumed that a single family home on the Property will be serviced by a 5/8 x 3/4 inch water meter. If a larger water meter is needed, then the Owner (whether Developer, Assignee, or Homeowner) will be charged additional connection fees which must be paid at the rate prevailing at the time of the application for a larger meter for additional ERC's to accommodate the larger meter.

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

(a) 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; and

(b) 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. A "Clean-out" for the wastewater lateral shall be at the Property or easement line. The "clean-out" is for inspection purposes only.

J. 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.

K. 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.

L. 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.

M. 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.

N. 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.

O. Until all of Developer's obligations under this agreement are met, the City may refuse services or terminate all service to Developer's property.

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

Q. 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.

R. Developer understands that the City is currently in the application process with the Southwest Florida Water Management District for an increase in its water use permit to ensure available water capacity necessary to accommodate all approved units in all of the City's pending and executed agreements to 2014 including this agreement.

S. 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 VI. NOTICE

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

CITY OF WILDWOOD

City Manager

100 N. Main Street
Wildwood, Florida 32786

FOR THE DEVELOPER

R. WILLIAM FUTCH, AS TRUSTEE OF
THE R. WILLIAM FUTCH LAND TRUST
AGREEMENT, DATED OCTOBER 27,
2005
610 SE 17th Street
Ocala, Florida 34471

Notice so addressed and sent by prepaid certified mail, with return receipt

requested, shall be deemed given when it shall have been so deposited in the United States mail.

PART VII. ADDITIONAL PROVISIONS

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

B. EXHIBITS

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

EXHIBIT "A" - Legal description of the Property

EXHIBIT "B" - Calculations for TIE and connection fees.

EXHIBIT "C" - Schedule of Time Frames

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

Signed, sealed and delivered
in the presence of:

ATTEST

CITY OF WILDWOOD

Cassandra Lippincott, City Clerk

BY: _____
Mayor Ed Wolf

DATE: _____

FOR THE DEVELOPER

Kevin Q David
WITNESS

[Signature]
By: R. WILLIAM FUTCH
AS TRUSTEE OF THE R. WILLIAM
FUTCH LAND TRUST AGREEMENT,
DATED OCTOBER 27, 2005

Kimberly A Sobon
WITNESS

State of Florida
County of Sumter

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

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

State of Florida
County of MARION

The foregoing instrument was acknowledged before me this 7th day of August, 2014, by, R. WILLIAM FUTCH, AS TRUSTEE OF THE R. WILLIAM FUTCH LAND TRUST AGREEMENT, DATED OCTOBER 27, 2005, who has produced _____ as identification or is personally known to me.

[Signature]
Notary Public, State of Florida
Commission #: EE8765910
My Commission Expires: 5-10-17



City of Wildwood

EXHIBIT A

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

LEGAL DESCRIPTION:

THE EAST 1/2 OF THE WEST 1/2 OF THE N.E. 1/4 OF SECTION 30, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS AND EXCEPT THE NORTH 15 FEET THEREOF FOR RIGHT OF WAY OF COUNTY ROAD 222, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE N.E. CORNER OF THE N.W. 1/4 OF THE N.E. 1/4 OF SECTION 30; SAID POINT BEING ON THE CENTERLINE OF COUNTY ROAD 222 (MAINTENANCE RIGHT OF WAY); THENCE DEPARTING SAID CENTERLINE, ALONG THE EAST BOUNDARY OF THE WEST 1/2 OF THE N.E. 1/4 OF SAID SECTION 30, S00°05'14"E, A DISTANCE OF 2641.40 FEET TO THE S.E. CORNER OF THE WEST 1/2 OF THE N.E. 1/4 OF SAID SECTION 30; THENCE DEPARTING SAID EAST BOUNDARY, ALONG THE SOUTH BOUNDARY OF THE N.E. 1/4 OF SAID SECTION 30, N89°58'28"W, A DISTANCE OF 663.94 FEET TO THE S.W. CORNER OF THE EAST 1/2 OF THE WEST 1/2 OF THE N.E. 1/4 OF SAID SECTION 30; THENCE DEPARTING SAID SOUTH BOUNDARY, ALONG THE WEST BOUNDARY OF THE EAST 1/2 OF THE WEST 1/2 OF THE N.E. 1/4 OF SAID SECTION 30, N00°01'03"W, A DISTANCE OF 2643.86 FEET TO N.W. CORNER OF THE EAST 1/2 OF THE WEST 1/2 OF THE N.E. 1/4 OF SAID SECTION 30, AND THE AFOREMENTIONED CENTERLINE OF COUNTY ROAD 222; THENCE DEPARTING SAID WEST BOUNDARY, ALONG THE NORTH BOUNDARY OF SAID SECTION 30, AND SAID CENTERLINE, S89°45'39"E, A DISTANCE OF 660.73 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 40.18 ACRES, MORE OR LESS. LESS AND EXCEPT THE NORTH 15 FEET THEREOF FOR RIGHT OF WAY OF COUNTY ROAD 222.

CONTAINS THEREIN 40 ACRES, MORE OR LESS.

City of Wildwood

EXHIBIT B

100 N. Main Street

Wildwood, FL 34785 - 352-330-1330

DISTANCE FACTORS FOR METHODS 3 & 4 - TABLE 2

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

PROJECT NAME: Peppertree Village

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

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

City of Wildwood

EXHIBIT B

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

DEVELOPER UTILITY CONCURRENCY TIE CHARGES DUE

PROJECT NAME: Peppertree Village

1) WATER:

- a) One (1) water TIE due for every water connection ERU reserved
 - b) Number of water ERU's reserved = # 10
 - c) Number of water TIE's due = # 10
 - d) Charge per water TIE for this project = \$ 356.30
 - e) TOTAL water TIE charges due
- $\$356.30 \times \# 10 =$ \$ 3,563.00

2) WASTEWATER:

- a) One (1) wastewater TIE due for every wastewater connection ERU reserved
 - b) Number of wastewater ERU's reserved = # 10
 - c) Number of wastewater TIE's due = # 10
 - d) Charge per wastewater TIE for this project = \$ 746.06
 - e) TOTAL water TIE charges due
- $\$ 746.06 \times \# 10 =$ \$ 7,460.60

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

City of Wildwood

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

EXHIBIT B

DEVELOPER UTILITY CONCURRENCY CONNECTION FEES:

PROJECT NAME: Peppertree Village

WATER CONNECTION FEE:

Check One

- | | | |
|---------------------------------------|------------|--------------------------|
| a) Inside City, or, Pre-Annexation | \$1,103.62 | <input type="checkbox"/> |
| or b) Outside City, NO Pre-Annexation | | <input type="checkbox"/> |

One (1) water ERU = 300 gallons per day

Number of water connections (ERU's) requested # 10

TOTAL water connection fee charges = \$1,103.62 x #10 = **\$ 11,036.20**

DUE SCHEDULE:

50% due on execution of developer's agreement \$ 5,518.10

25% due on issuance of each construction permit \$ 2,759.05

25% due issuance of Certificate of Occupancy \$ 2,759.05

TOTAL \$ 11,036.20

WASTEWATER CONNECTION FEE:

Check One

- | | | |
|---------------------------------------|-------------|--------------------------|
| a) Inside City, or, Pre-Annexation | \$ 2,342.32 | <input type="checkbox"/> |
| or b) Outside City, NO Pre-Annexation | | <input type="checkbox"/> |

One (1) wastewater ERU = 250 gallons per day

Number of wastewater connections (ERU's) requested # 10

TOTAL wastewater connection fee charges = \$ 2,342.32 x # 10 = **\$ 23,423.20**

DUE SCHEDULE:

50% due on execution of developer's agreement \$ 11,711.60

25% due on issuance of each construction permit \$ 5,855.80

25% due on issuance of Certificate of Occupancy \$ 5,855.80

TOTAL \$ 23,423.20

Development Authority: _____

Printed Name
Signature
Date

Agreement to Provide: _____

Bill Ed Cannon (City Manager)
Signature
Date

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

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

Exhibit C

DEVELOPER UTILITY CONCURRENCY
REQUESTED UTILITY CONNECTION AVAILABILITY SCHEDULE

PROJECT NAME: **Peppertree Village**

YEAR 2014	1st Qtr. '14 ERU's Needed	2nd Qtr. '14 ERU's Needed	3rd Qtr. '14 ERU's Needed	4th Qtr. '14 ERU's Needed
WATER	_____	_____	10	_____
WASTEWATER	_____	_____	10	_____
REUSE				
YEAR 2015	1st Qtr. '15 ERU's Needed	2nd Qtr. '15 ERU's Needed	3rd Qtr. '15 ERU's Needed	4th Qtr. '15 ERU's Needed
WATER	_____	_____	_____	_____
WASTEWATER	_____	_____	_____	_____
REUSE				
YEAR 2016	1st Qtr. '16 ERU's Needed	2nd Qtr. '16 ERU's Needed	3rd Qtr. '16 ERU's Needed	4th Qtr. '16 ERU's Needed
WATER	_____	_____	_____	_____
WASTEWATER	_____	_____	_____	_____
REUSE				
YEAR 2017	1st Qtr. '17 ERU's Needed	2nd Qtr. '17 ERU's Needed	3rd Qtr. '17 ERU's Needed	4th Qtr. '17 ERU's Needed
WATER	_____	_____	_____	_____
WASTEWATER	_____	_____	_____	_____
REUSE				
YEAR 2018	1st Qtr. '18 ERU's Needed	2nd Qtr. '18 ERU's Needed	3rd Qtr. '18 ERU's Needed	4th Qtr. '18 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