

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA
REGULAR MEETING
JULY 8, 2013 – 7:00 P.M.
CITY HALL COMMISSION CHAMBER

The City Commission of the City of Wildwood, Florida met in Regular session July 8, 2013 at 7:00 p.m.

Present were: Mayor Wolf, Commissioners Bivins, Clark and Strickland. Also present were: City Manager Cannon, City Clerk Jacobs, City Attorney Blair, Police Chief Reeser, Development Services Director Peavy, Development Services Coordinator McHugh, Utility Director Phillips, and AVT Law.

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

1. TIMED ITEMS AND PUBLIC HEARINGS – 7:00 PM

DSD Peavy and audience members were sworn in.

a. PUBLIC HEARING & 2ND FINAL READING Ordinance No. O2013-21; An Ordinance correcting scrivener's errors contained in the property description in O2011-06 for the Mills Property Annexation (parcel G04=050); repealing O2011-14 (Attachments - Staff recommends approval)

O2013-21 was introduced and read by title only. Meeting opened for Public Hearing. CA Blair noted that O2011-14 property description was in error and was found through a property survey. No further comments were received.

Motion by Commissioner Bivins, second by Commissioner Clark to adopt O2013-21 on second final reading. An Ordinance Of The City Of Wildwood, Florida, Correcting Scrivener's Errors Caused By Scrivener's Errors Contained In The Property Description In Ordinance Number O2011-06; Hereby Repealing Ordinance O2011-14; And Providing For An Effective Date. Motion carried by unanimous vote.

b. PUBLIC HEARING & 2ND FINAL READING Ordinance No. O2013-26; An Ordinance to voluntarily annexing parcel G08=003 of approximately 3.5± acres located on Powell Road near Millennium Park, owned by Geneva Hampton and Donnie and Doris Ford pursuant to section 171.044 Florida Statutes. The property is located within the City's Joint Planning Area with Sumter County, and meets all legal requirements for annexation (Staff Recommends Approval).

O2013-26 was introduced and read by title only. Meeting opened for Public Hearing. No comments received.

Motion by Commissioner Clark, second by Commissioner Strickland to adopt O2013-26 on second final reading. An Ordinance Of The City Of Wildwood, Florida, Providing For The Voluntary Annexation Of Certain Real Property Consisting Of Approximately 3.5 Acres Being Generally Located On The West Side Of Powell Road And South Of Huey Street; In Section 8, Township 19 South, Range 23 East; Which Is Contiguous To The City Limits Of The City Of Wildwood, Florida; Providing That Section 1-14 Of The City Of Wildwood Code Of Ordinances

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Is Amended To Include The Annexed Property; And Providing For An Effective Date. Motion carried by unanimous vote.

c. PUBLIC HEARING & 2ND FINAL READING Ordinance No. O2013-27; An Ordinance amending sections of the City of Wildwood Building Codes amending the process for determining buildings unsafe and demolition procedures providing for the City Commission to approve any repair or demolition initiated by the City (Attachments – Staff Recommends Approval)

O2013-27 was introduced and read by title only. Meeting opened for Public Hearing. No comments received.

Motion by Commissioner Bivins, second by Commissioner Strickland to adopt O2013-27 on second final reading. An Ordinance Of The City Of Wildwood, Florida, Amending Sections 7-1; 7-2; 7-26; 7-27; 7-28 And 7-29 Of The City Of Wildwood Code; Providing For The Definition Of Building Official; Providing That This Ordinance Shall Supersede Any Applicable Code When Legally Permissible; Providing For Removal And Demolition; Providing That The City Commission Must Approve Any Repair Or Demolition By The City; Providing For Unsafe Building Abatement; Providing For Conflict; Providing For An Effective Date. Motion carried by unanimous vote.

d. PUBLIC HEARING & 2ND FINAL READING Ordinance No. O2013-28: An Ordinance removing approximately 43.9 acres from the Brownwood Community Development District and adding approximately 2.5 acres to the Brownwood CDD; making the Brownwood CDD approximately 198.4-acres in size (Attachments – Staff Recommends Approval)

O2013-28 was introduced and read by title only. Meeting opened for Public Hearing. No comments received.

Motion by Commissioner Clark, second by Commissioner Bivins to adopt O2013-27 on second final reading. An Ordinance Of The City Commission Of The City Of Wildwood, Florida, Providing For An Amended Map And Legal Description To Effect A Modification To The Boundaries Of The Brownwood Community Development District, Providing For Severability, And Providing For An Effective Date. Motion carried by unanimous vote.

*Quasi-Judicial

2. REPORTS AND PUBLIC INPUT / SPECIAL PRESENTATION(S)

- a. Special Presentations
 - 1) Gollahon Financial Services (No Attachments)

Jim Gollahon noted he was asked by the City Manager and City Clerk to update the analysis of the Enterprise Fund. He received a list of necessary utility improvements totaling \$2,150,000. Looking at same plan of finance a few months ago. 2.08% loan on utility system with the State in place. The other three loans could be refunded at a lower interest rate. Reviewed annual payments. Noted that new money and existing would be paid off in eight years. Then the only debt remaining would be the FDEP at 2.08% through 2028. He noted that refunding would clean the credit up. Make the credit stronger.

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Referred to alternatives provided at CM Cannon's request. Alternative "A" would amortize the new loan principal over six years instead of four so that it would be a ten year loan. The interest would still be paid in four years. Alternative "B" flattens the debt service out but is also a ten year loan.

CM Cannon noted the estimated cost of a new PD is not ready yet, but would have to be addressed separately since that is General Fund. Indicated if Commission wants to refund, it should be done quickly before the interest rates go up. Mr. Gollahon indicated that bids could be received by the end of August. Mayor Wolf noted the first budget session is in a week and would like to look at proposed budget before decision on refunding.

Mr. Gollahon indicated he could come back at that time. CA Blair asked if once that amount was set and the Commission then decided not to move forward on a project could the loan be reduced later. Mr. Gollahon said yes but typically when the bids go out there should be a good idea within 10% of the need, and if there are excess proceeds those could be used to make the first payment or so. As far as reducing the loan, if it has the anytime no penalty prepayment, you would just pay down. Federal tax law is pretty rigid on what can or cannot be done.

Commissioner Strickland noted this was the result of the Commission's request on the west well. He thought the purpose of this was to look for alternatives and long term solutions tied into Champagne Farms. There is only one thing on the list regarding the west well and everything else is new to him. Are we still looking into alternatives for that? UD Phillips indicated there is a report from Kimley-Horn regarding the west well. Commission indicated that until that is addressed they could not make a decision on the funding/refunding.

Mr. Gollahon indicated he can proceed with staff to prepare RFP to send to about 20 banks. This will not go out until the Commission can review the projects to determine the firm number. He can meet with Bond Counsel and have them begin drafting the ordinance or resolution as needed. Will work with staff to compile the financial documents that will be required and the description of utility system information, i.e. number of accounts, miles of pipeline, permitting, etc. Mayor Wolf noted the eight year loan is his preference and should proceed with the Enterprise Fund. Indicated there will have to be workshops with staff to determine what is to be included.

Approved to proceed through Common Consent

- b. City Manager
 - 1) Evaluation forms – fill out and turn into the Clerk's department during the July 22 meeting (Packet to be handed out at meeting)

CM Cannon noted the forms were provided to the Commission and to the Department Heads, but does not expect responses from the Department Heads. Mayor Wolf indicated the Commission evaluates based on the Commission meetings and would like to have input from the Department Heads who work directly with the City Manager every day. CM Cannon noted that the instructions are self-explanatory.

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- c. City Attorney
 - 1) CA Blair noted contact was made with the County concerning the lighting on 466A. The County has come around so that they will pay for the poles to be constructed and the City will pay for the maintenance.
 - d. City Clerk - None
 - e. Commission Members - None
 - f. Public Forum (10 minute time limit) - None
 - g. Notes and Reports - None
3. NEW BUSINESS – ACTION REQUIRED
- a. MINUTES - None
 - b. ORDINANCES FIRST READING ONLY (READ ONLY – NO VOTE)
 - 1) Ordinance No. O2013-22; an ordinance reclassifying a portion of parcel # D17=054 containing 1.0 +/- acres (Anirudha Miryala) from Sumter County “Commercial” to City “Commercial” requiring a Small Scale Future Land Use Map Amendment to the adopted Comprehensive Plan; based on favorable recommendation by the Planning and Zoning Board/Special Magistrate acting as the Local Planning Agency, case CP 1305-01 (Attachments - Staff Recommends approval)

O2013-22 was introduced and read by title only. No action necessary.
 - 2) Ordinance No. O2013-23; an ordinance rezoning a portion of parcel # D17=054 containing 1.0 +/- acres (Anirudha Miryala) from Sumter County “CL” to City “C-3: Commercial” in conformance with the Future Land Use Map of the Comprehensive Plan; based on favorable recommendation by the Planning & Zoning Board/Special Magistrate, case RZ 1305-01 (Attachments - Staff Recommends Approval - subject to approval of Ordinance O2013-22)

O2013-23 was introduced and read by title only. No action necessary.
 - 3) Ordinance No. O2013-24; an ordinance 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, owned by Mid-Florida Properties, LLC. (Attachments) **(First Reading to be continued to a date certain of September 10, 2013)**

Motion by Commissioner Strickland, second by Commissioner Bivins to continue First reading to September 10. Motion carried by unanimous vote.
 - 4) Ordinance No. O2013-25; an ordinance granting a request for a commercial / industrial planned development pursuant to section 8.6 of the Land Development Regulations for certain property within the City of Wildwood, owned by One Hundred Oaks, LLC, based on favorable recommendation by the Planning & Zoning

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Board/Special Magistrate, case RZ 1306-01 (Attachments - Staff Recommends Approval subject to the requirements outlined in the Executive Summary).

O2013-25 was introduced and read by title only. No action necessary.

5) Ordinance No. O2013-29; an ordinance amending section 4-5 of the City of Wildwood Code of Ordinances; providing for an exemption for sales of alcohol when a church is located on leased premises. (Staff Recommends Approval)

O2013-29 was introduced and read by title only. No action necessary.

Commissioner Strickland asked if the Special Master recommends changes to an item does it go back to him before coming to the Commission. DSD Peavy indicated no. Changes addressing Special Master requests would come to the Commission to be included in second reading of Ordinance, i.e.: Entertainment Park. Noted that adjacent property owners were notified of the Park. Her understanding is this is planned for area residents who like to take their vehicles into the mud. Not for professional mud bogging.

c. RESOLUTIONS FOR APPROVAL - None

d. APPOINTMENTS - None

e. CONTRACTS AND AGREEMENTS

1) Okahumpka Service Plaza Water Treatment Plant Joint Participation Agreement between Florida's Turnpike Enterprise, AREAS USA FLTP, LLC and the City of Wildwood for Utility Improvement at the Okahumpka Service Plaza (Attachments – Staff Recommends Approval)

Motion by Commissioner Clark, second by Commissioner Bivins to approve execution of agreement. Motion carried by unanimous vote.

f. FINANCIAL

1) Bills for Approval (Attachments – Staff Recommends Approval)

Motion by Commissioner Bivins, second by Commissioner Clark to pay the bills. Motion carried by unanimous vote.

2) Kimley-Horn and Associates, Inc. Individual Project Order (IPO) No. 22 in the amount of \$64,050 for design, permitting and contract administration for the construction of a new parallel 8" water main from CR 468 to the Okahumpka Service Plaza (Attachments – Staff Recommends Approval)

Motion by Commissioner Clark, second by Commissioner Bivins to approve KHA's IPO 22. Motion carried by unanimous vote.

UD Phillips indicated the agreement with the Plaza includes 126 ERC's which the Plaza does not pay for. Noted this is included in the \$450,000 discussed earlier.

By Common Consent the Commission amended the agenda to include item f.3).

- 3) West Well alternatives, Lewis Bryant of KHA.
 - Option 1) Construct WTP at Ashley Parcel. \$975,000.
 - Option 2a) Construction WTP at Champagne Farms on upper Floridan observation well. Connect to current lines via CR231. \$1,500,000
 - Option 2b) Construction WTP at Champagne Farms on upper Floridan well and Connect to current lines via CR475. \$2,100,000.
 - Option 3) Eliminate West Well without replacing. Construction parallel to the existing 12" water main on SR44A in the event of a break in existing line. \$875,000.
 - Option 4) Negotiate rental agreement with West Well property owner and keep in service. Cost dependent on negotiated terms.
 - Option 5) Decommission west well without constructing a back-up water supply and establish an emergency repair plan. Cost dependent on needed repairs and negotiated contractor rates.

g. GENERAL ITEMS FOR CONSIDERATION

- 1) Discussion on request from Grace Lutheran Church's request to provide water and sewer to 4886 C-472 in Oxford (near Lakeside Landings), the site of their new church (Attachments – Board Option)

DSD Peavy indicated this is on the agenda is because the church's attorney has requested a letter that City cannot provide water and sewer. City Manager to write letter.

- 2) SP 1305-01 Hughes Brothers Construction Office – Site Plan approval for a 9,600 sq. ft. construction office and shop with associated improvements and parking (Attachments - Staff Recommends Approval).

Motion by Commissioner Clark, second by Commissioner Bivins to approve SP 1305-01. Motion carried by unanimous vote.

- 3) SP1305-02 Russell Stover Expansion – Site Plan approval for demolition and a 10,852 sq. ft. building expansion for retail candy sales with associated improvements (Attachments - Staff Recommends Approval).

Motion by Commissioner Clark, second by Commissioner Bivins to approve SP 1305-02. Motion carried by unanimous vote.

- 4) SP 1306-01 Wildwood Entertainment Park – Site Plan approval for an entertainment park with two mud holes for off-road vehicles, a volleyball court, a rock crawl, and a 3,414 sq. ft. concrete truck pull area (Attachments - Staff Recommends Approval subject to the requirements outlined in the Executive Summary)

DSD Peavy noted this was placed on agenda prematurely.

- 5) Request from Sumter County Master Gardeners to hold annual plant sale on the paved area in front of City Hall. Event was held here last year and was very successful (Attachments – Staff Recommends Approval)

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Motion by Commissioner Strickland, second by Commissioner Bivins to approve Request from Sumter County Master Gardeners to hold annual plant sale on the paved area in front of City Hall.

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

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

S E A L

ATTEST: _____
Joseph Jacobs, City Clerk

Ed Wolf, Mayor

IMPORTANT DATES (No Attachments)

- a. July 17, 2013 – (Wednesday) – **FIRST BUDGET SESSION** – 9:00 AM – 12:00 PM – City Hall Commission Chamber
- b. July 22, 2013 - (Monday) - City Commission Meeting – 7:00 PM – City Hall Commission Chamber
- c. July 27, 2013 – (Saturday) – “Back to School Bash” fundraiser for the Baker House – 10:00 AM – 2:00 PM – Baker House grounds – 6106 C-44A
- d. July 22, 2013 - (Monday) - City Commission Meeting – 7:00 PM – City Hall Commission Chamber
- e. August 12, 2013 - (Monday) - City Commission Meeting – 7:00 PM – City Hall Commission Chamber
- f. August 13, 2013 – (Tuesday) – Wildwood Springs Community Development District – Public Hearing - Adoption of Proposed FY 2014 Budget – 1:00 PM – Wildwood Community Center
- g. August 19, 2013 – (Wednesday) – **SECOND BUDGET SESSION** – 9:00 AM – 12:00 PM – City Hall Commission Chamber
- h. August 26, 2013 - (Monday) - City Commission Meeting – 7:00 PM – City Hall Commission Chamber
- i. October 12, 2013 – (Saturday) – Oxford Fall Festival
- j. October 19, 2013 – (Saturday) – Bushnell Fall Festival

**BILLS FOR APPROVAL
City of Wildwood, Florida
August 12, 2013**

CITY COMMISSION-LEGISLATIVE DEPARTMENT

1	Payroll	July 14, 2013 Pay Period - 5 Employees	\$	3,060.09
2	Verizon Wireless	Cell Phone Service	\$	50.73

CITY MANAGER-EXECUTIVE DEPARTMENT

3	Payroll	July 14, 2013 Pay Period - 2 Employees	\$	6,205.82
4	Payroll	July 28, 2013 Pay Period - 2 Employees	\$	6,243.93
5	Bright House	Internet Service	\$	17.94
6	Bill Ed Cannon	Car Allowance	\$	500.00
7	EGP	Per Copy Maintenance	\$	63.87
8	Office Depot	Office Supplies	\$	62.80
9	Verizon Wireless	Cell Phone Service	\$	49.43

CITY CLERK-FINANCIAL & ADMINISTRATIVE DEPARTMENT

10	Payroll	July 14, 2013 Pay Period - 4 Employees	\$	10,270.42
11	Payroll	July 28, 2013 Pay Period - 4 Employees	\$	6,243.93
12	Alice Borrack	Personal Vehicle Use	\$	23.39
13	Bright House	Internet Service	\$	35.81
14	Capital Office Products	Office Supplies	\$	224.29
15	Century Link	Telephone Service	\$	43.95
16	Dart Electronics, Inc	Fire Alarm Monitoring	\$	37.43
17	Duke Energy	Electric Service	\$	2,878.89
18	EGP	Per Copy Maintenance	\$	114.85
19	IMS	Software Maintenance	\$	413.00
20	MMD Computer Center	New Server Payment #2	\$	2,618.00
21	Office Depot	Office Supplies	\$	18.50
22	Oracle Elevator	Regular Service	\$	218.99
23	Terminix	Monthly Pest Control	\$	71.50
24	Unifirst	Rugs	\$	24.63
25	Verizon Wireless	Cell Phone Service	\$	49.43
26	Villages Technology Solutions Grp	Technical Support - All General Fund Departments	\$	498.13
27	Waste Management	6 Yard Dumpster	\$	184.07
28	Wildwood Ace Hardware	Bowl Cleaner	\$	4.19
29	Wildwood Community Cemetery	Budgeted Maintenance Support - Arthur Rivers	\$	340.93

DEVELOPMENT SERVICES

30	Payroll	July 14, 2013 Pay Period - 4 Employees	\$	8,876.49
31	Payroll	July 28, 2013 Pay Period - 4 Employees	\$	10,261.28
32	Bright House	Internet Service	\$	35.88
33	EGP	Per Copy Maintenance	\$	50.38
34	Office Depot	Office Supplies	\$	212.14
35	Sumter County Clerk	Record Ordinances 22, 23, 25, 26, 27, 28, 29	\$	316.50
36	The Daily Commercial	Ads	\$	2,155.60

HUMAN RESOURCES

37	Payroll	July 14, 2013 Pay Period - 1 Employees	\$	2,016.16
38	Payroll	July 28, 2013 Pay Period - 1 Employees	\$	2,016.14
39	Bright House	Internet Service	\$	8.97
40	Capital Office Products	Office Supplies	\$	278.64
41	EGP	Per Copy Maintenance	\$	2.15
42	Federal Express	Postage	\$	37.48

POLICE DEPARTMENT

43	Payroll	July 14, 2013 Pay Period - 32 Employees	\$	70,902.52
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44	Payroll	July 28, 2013 Pay Period - 32 Employees	\$ 68,476.58
45	Advance Auto Parts	Fuses	\$ 6.98
46	Central Sumter Utility LLC	Electric Service	\$ 40.61
47	Century Link	Telephone Service	\$ 626.46
48	Chief Supply Law Enforcement	Red / Clr Intr Dome	\$ 20.98
49	Dana Safety Supply, Inc	Tufflock 6 Weapon Locker Box	\$ 782.00
50	DSG Sands Corp	Durabook D14RM	\$ 2,308.00
51	Duke Energy	Electric Service	\$ 1,729.41
52	EGP	Per Copy Maintenance	\$ 127.73
53	Electronics & Communications Co.	Photocell, Flash Tube, Service Call, Tower Climb	\$ 1,695.00
54	Ernie Morris Enterprises, Inc	Office Supplies	\$ 399.54
55	George Nahas Chevrolet Inc	Actuator	\$ 30.01
56	Guardian Fueling Technologies	Filters and Nozzle	\$ 41.73
57	L3 Communications	Ext Maintenance Agreement, Wall Mount Monitors	\$ 2,667.00
58	Maggio Enterprises, Inc	Mop Head, Dust Mops	\$ 52.85
59	Merritt Department Stores	Trousers, Shirts, Sergeant Stripes	\$ 371.10
60	Nick Nicholas Ford	Paint and Refinish	\$ 917.70
61	Nordic Pawn	Saddles for Remington Shotgun	\$ 60.00
62	Office Depot	Office Supplies	\$ 173.62
63	Pitney Bowes	Equipment Purchase Software	\$ 10.69
64	Psychological Resources	Evaluations	\$ 330.00
65	Shell Fleet Plus	Gasoline	\$ 71.78
66	Sumter Electric	Electric Service	\$ 182.46
67	Terminix	Monthly Pest Control	\$ 29.00
68	T-Mobile USA, Inc	Tower Dump	\$ 100.00
69	Verizon Wireless	Cell Phone Service	\$ 395.44
70	Villages Operating Company	A/C Maintenance Reimbursement	\$ 19.26
71	Wildwood Ace Hardware	Spkr Wire, Key Organizer, Fasteners, Etc.	\$ 109.58

STREET DEPARTMENT

72	Payroll	July 14, 2013 Pay Period - 9 Employees	\$ 17,777.74
73	Payroll	July 28, 2013 Pay Period - 10 Employees	\$ 17,523.22
74	Agricon Equipment Company	Yoke Assembly, Cross, Tube Yoke, Bearing Kit, Etc	\$ 940.48
75	Bright House	Internet Service	\$ 41.73
76	C.R. 466A Landfill Facility, LLC	Tipping Fee	\$ 584.19
77	Duke Energy	Electric Service	\$ 4,670.05
78	Duval Asphalt	E-Z Street Cold	\$ 2,412.00
79	EGP	Per Copy Maintenance	\$ 0.60
80	George Nahas Chevrolet Inc	Fascia, Extension, Retainer, Clip	\$ 292.82
81	Guardian Fueling Technologies	Filters and Nozzle	\$ 39.48
82	Hi-Way Sign Company	Weight Restriction Signs	\$ 112.08
83	Leesburg Rent All	Riding Roller w/Trailer	\$ 62.00
84	Maggio Enterprises, Inc	Towels, Toilet Tissue, Time Mist Refill	\$ 82.24
85	Mid Florida Tractor & Equipment	Blades	\$ 149.28
86	Orlando Freightliner	NRG 27 SWA 110R Mod-Central SW	\$ 121.48
87	Salescorp of Florida	Angle, Safety Vest, Gatorade, Angle, Channel, Flat	\$ 350.87
88	Sparr Building Farm Supply	Bright Common Creo RS Pine	\$ 39.46
89	Terminix	Monthly Pest Control	\$ 12.50
90	Triple Crown Trailers, Inc	U Bolt, Jack, Couplers, Light Kit, Light Protectors, Etc	\$ 566.37
91	Unifirst	Uniforms	\$ 463.60
92	UPS	Postage	\$ 11.21
93	U.S. HealthWorks	Blood Alcohol, DS Urine, PE Basic-Post Acc.& New	\$ 205.00
94	Verizon Wireless	Cell Phone Service	\$ 49.43
95	Wildwood Ace Hardware	Drill Bits, Nutsetter, Gas Gate Key, Photocell, Etc	\$ 205.61
96	Xpress Materials, LLC	Concrete Pour Jackson and Wilson Street	\$ 262.55

FLEET SERVICES

97	Payroll	July 14, 2013 Pay Period - 2 Employees	\$ 5,048.46
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98	Payroll	July 28, 2013 Pay Period - 2 Employees	\$	5,048.38
99	Big Truck Parts Inc	Filters	\$	184.22
100	Bright House	Internet Service	\$	41.72
101	Duke Energy	Electric Service	\$	118.22
102	Guardian Fueling Technologies	Filters and Nozzle	\$	2.26
103	Heritage-Crystal Clean, LLC	Com-20 Gal	\$	196.25
104	Maggio Enterprises, Inc	Towels, Toilet Tissue, Time Mist Refill	\$	82.23
105	Terminix	Monthly Pest Control	\$	12.50
106	Unifirst	Uniforms	\$	114.20
107	Verizon Wireless	Cell Phone Service	\$	49.43
108	Wildwood Ace Hardware	Drill Bits, Fasteners	\$	29.97

COMMUNITY RE-DEVELOPMENT

109	Bright House	Internet Service	\$	8.97
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PARKS AND RECREATION

110	Payroll	July 14, 2013 Pay Period - 5 Employees	\$	7,900.75
111	Payroll	July 28, 2013 Pay Period - 5 Employees	\$	7,532.63
112	AWS	Port O Let Rentals	\$	247.50
113	Angela Bennett	Boot Reimbursement	\$	75.00
114	Bright House	Internet Service	\$	119.67
115	Culligan	Rental Softener - Lake Deaton Wigglesworth	\$	32.95
116	Duke Energy	Electric Service	\$	1,503.51
117	EGP	Per Copy Maintenance	\$	8.25
118	Galaxy Home Services	Install Cable	\$	230.00
119	Guardian Fueling Technologies	Filters and Nozzle	\$	5.64
120	John Deere Landscapes	White Athletic Paint, Polyplus, Dust Mask, Prosecutor	\$	737.21
121	Nature Calls, Inc	Port O Let Rentals	\$	505.00
122	Salescorp of Florida	Gatorade	\$	256.00
123	Sparr Building Farm Supply	Feed Pan Blk Rubber	\$	15.98
124	Sumter Electric	Electric Service	\$	37.10
125	TurfMasters and Associates	Lawn Fertilization and Pest Control	\$	725.00
126	Unifirst	Uniforms	\$	288.05
127	WescoTurf	Spring Tine	\$	124.97
128	Wildwood Ace Hardware	Rakes, PVC Adaptors, Pool Chlorine, Gas Can, Etc	\$	498.65

COMMUNITY CENTER & OXFORD COMMUNITY CENTER

129	A-Line Fire & Safety, Inc	Semi-Annual Inspection	\$	185.95
130	Bright House	Internet Service	\$	117.45
131	Crystal Campbell	Deposit Refund - Oxford Community Center	\$	50.00
132	Century Link	Telephone Service	\$	597.13
133	EGP	Per Copy Maintenance	\$	0.52
134	Guardian Fueling Technologies	Filters and Nozzle	\$	2.26
135	Vernia Larris	Deposit Refund - Wildwood Community Center	\$	200.00
136	Terri O'Neal	Deposit Refund - Wildwood Community Center	\$	150.00
137	Oracle Elevator	Hydraulic Pressure Test	\$	130.00
138	Terminix	Monthly Pest Control	\$	54.00
139	Ella Thomas	Deposit Refund - Wildwood Community Center	\$	350.00
140	Unifirst	Rugs	\$	65.64
141	Jamie Vick	Deposit Refund - Oxford Community Center	\$	50.00
142	Wildwood Ace Hardware	Assorted Cleaners	\$	82.80

PHYSICAL ENVIRONMENT ADMINISTRATIVE DEPARTMENT

143	Payroll	July 14, 2013 Pay Period - 3 Employees	\$	5,253.20
144	Payroll	July 28, 2013 Pay Period - 3 Employees	\$	5,126.00
145	Bright House	Internet Service	\$	26.91
146	Century Link	Telephone Service	\$	41.84
147	Dart Electronics, Inc	Fire Alarm Monitoring	\$	37.42

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148	Duke Energy	Electric Service	\$ 663.14
149	EGP	Per Copy Maintenance	\$ 77.97
150	IMS	Software Maintenance	\$ 115.00
151	MMD Computer Center	New Server Payment #2	\$ 2,618.00
152	Office Depot	Office Supplies	\$ 108.42
153	Oracle Elevator	Regular Service	\$ 218.98
154	Postmaster	Utility Billing Postage	\$ 885.71
155	SRF Principal & Interest	Debt Service Funding	\$ 250,000.00
156	St Vincent de Paul	Reimbursement for Meter and Installation Fee	\$ 606.78
157	Terminix	Monthly Pest Control	\$ 13.50
158	Unifirst	Rugs	\$ 24.63
159	Villages Technology Solutions Grp	Technical Support - All Enterprise Fund Departments	\$ 498.12
160	Wildwood Ace Hardware	Bowl Cleaner	\$ 4.18

UTILITY DEPARTMENT

161	Payroll	July 14, 2013 Pay Period - 23 Employees	\$ 45,246.37
162	Payroll	July 28, 2013 Pay Period - 23 Employees	\$ 44,108.79
163	Acton	Rent for Module through 08/25/13	\$ 600.27
164	Almac Unlimited, Inc	Safety Glasses	\$ 179.66
165	A.R. Bean	Boot Allowance	\$ 75.00
166	A.W.K. Industries, Inc	DO066-00 Cables	\$ 24.69
167	Besco Electric Supply Company	Breakers	\$ 76.35
168	Bill Gregory Excavating, Inc	Vac Truck	\$ 1,360.00
169	B & M Equipment	Double Drum Roller	\$ 144.53
170	Brenntag	Liquid Chlorine	\$ 992.06
171	Capital Office Products	Office Supplies	\$ 287.77
172	Century Link	Telephone Service	\$ 185.23
173	Culligan	Bottled Water	\$ 42.48
174	Duke Energy	Electric Service	\$ 22,502.69
175	Sandy Edwards	Boot Allowance	\$ 69.99
176	EGP	Per Copy Maintenance	\$ 22.11
177	FL Dept of Environmental Protection	Annual Operating License Fee	\$ 2,000.00
178	FL Water & Pollution Control Oper.	Membership Dues	\$ 330.00
179	FSEA	Manager Training Workshop	\$ 150.00
180	Guardian Fueling Technologies	Filters and Nozzle	\$ 21.43
181	Hardy Diagnostics	Environmental Testing	\$ 351.07
182	HD Supply Waterworks	Blue PE Tubing, Std Galv Tee, Hex Bushing, Etc	\$ 724.03
183	Hill Manufacturing	Maxitrol Deodorant - Lift Stations	\$ 272.59
184	Luzadder, Inc	Engineer/Programmer Service	\$ 505.00
185	Milling Technologies, Inc	Cylinder Re-Seal , Seal Kit	\$ 131.65
186	Odyssey Manufacturing Co.	Hypochlorite Solution	\$ 4,628.91
187	Office Depot	Office Supplies	\$ 245.39
188	Plant Technicians	Environmental Testing	\$ 90.00
189	Postmaster	Pride Enterprise Water Mailing Postage	\$ 789.13
190	Pride Enterprises	Notice to Developers and Contractors	\$ 300.03
191	Pro Chem, Inc	Scrub Clean, Red Hot, Suds Hand Soap, Clean Up	\$ 927.76
192	Rainey Asphalt, LLC	Asphalt CR 529	\$ 217.00
193	Southern Analytical Laboratories	Environmental Testing	\$ 900.00
194	Sparr Building Farm Supply	Creosote Post Pine, Fence Slates	\$ 450.35
195	Sumter Electric	Electric Service	\$ 6,732.86
196	Sun Pass	Replenish Account	\$ 532.00
197	Sunstate Meter & Supply, Inc	T10 Meters, Couplings, Lockseal Stud, Curb Stop, Etc	\$ 3,638.64
198	Terminix	Monthly Pest Control	\$ 27.00
199	Test America	Environmental Testing	\$ 84.00
200	The Dumont Company, Inc	Hypochlorite Solution, Clear Flow	\$ 4,075.50
201	Unifirst	Uniforms	\$ 1,007.66
202	USA BlueBook	Glass Fiber, Digital Indoor/Outdoor Thermometer, Etc	\$ 1,495.95
203	Verizon Wireless	Cell Phone Service	\$ 198.30

204	Wildwood Ace Hardware	Clamps, Vlvball, Galv Fittings, Hose Bibbs, Stencil, Etc	\$	323.35
205	Xpress Materials, LLC	Concrete Pour Jackson and Wilson Street	\$	262.55

MISCELLANEOUS

GREENWOOD CEMETERY

ATTORNEYS/CONSULTANTS/SURVEYORS

26	Jerri A. Blair	Attorney	\$	10,412.00
207	Kimley-Horn and Associates	Engineers	\$	32,625.18
208	Potter Clement Bergholtz Alexander	Special Magistrate	\$	1,575.00

FUEL INVENTORY

209	Stone Petroleum Products, Inc	Unleaded Gasoline	\$	9,195.61
210	Stone Petroleum Products, Inc	Ultra LSD Fuel	\$	1,805.74

TOTAL				\$ 769,570.66
--------------	--	--	--	----------------------

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

SEAL

ATTEST: _____
Joseph Jacobs, City Clerk

Ed Wolf, Mayor

City of Wildwood
Planning & Zoning Board/Special Magistrate

The case below was heard on Tuesday, August 6, 2013 by the Special Magistrate. The applicant seeks approval and favorable recommendation from the City of Wildwood Planning and Zoning Board/Special Magistrate of the Improvement Plan for the Peppertree Village Plat for a new subdivision with 106 residential single-family lots with shared infrastructure. The site is generally located to the south of C-222 and west of US Hwy 301 (SR 35) behind the Peppertree Apartments. The Engineer of Record is Michael W. Radcliffe, P.E. of Michael W. Radcliffe Engineering, Inc., of Ocala Florida.

Case: SP 1306-03

Parcels: D30=003, D30=004, and D30=006

Owner: R. William Futch, Trustee

Applicant: Gary Thurston, Advanced Holdings, LLC

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 section 5.5 of the LDRs.

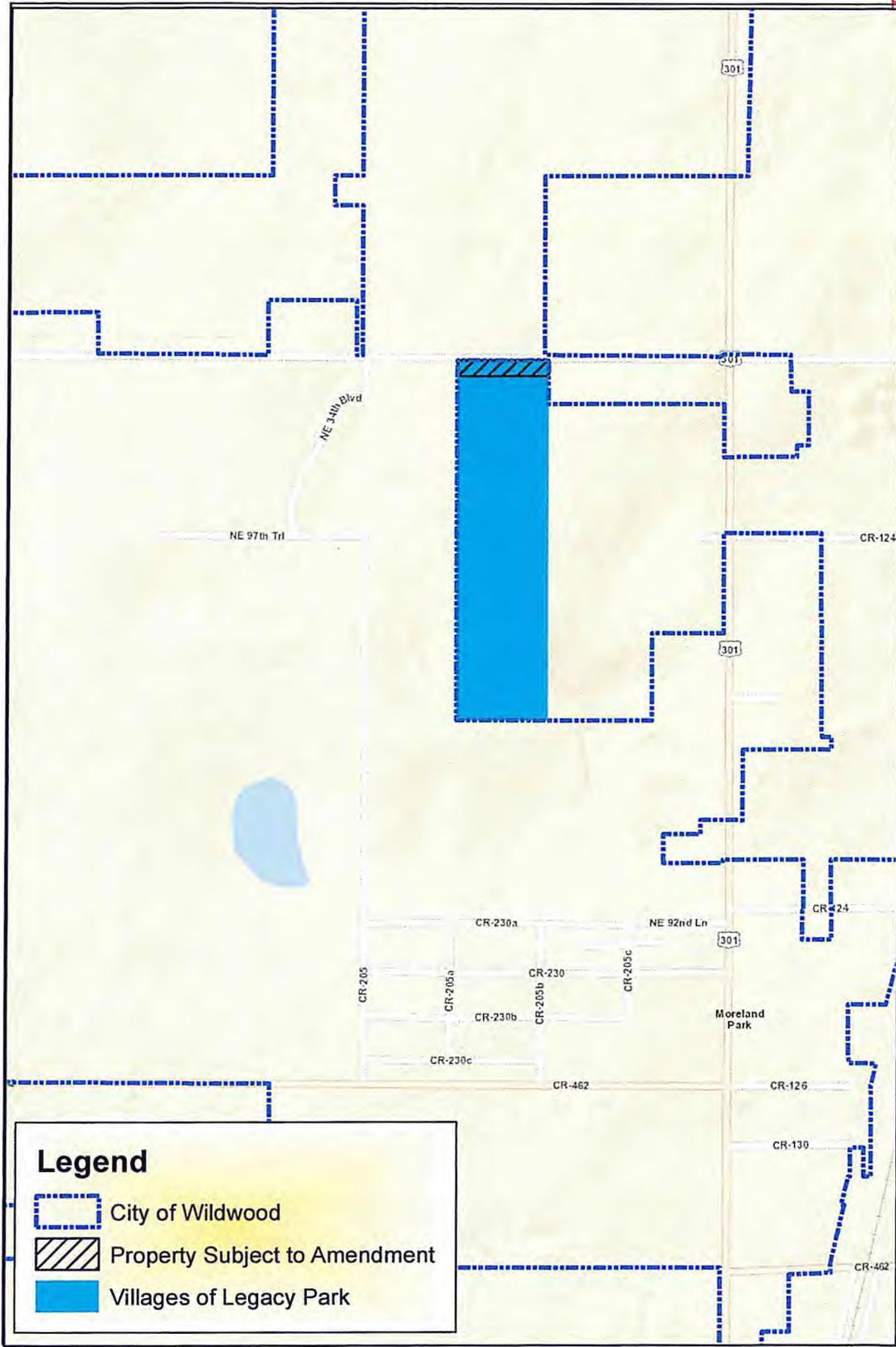
Based upon the testimony and information presented, the Special Magistrate recommends approval and favorable recommendation of the Improvement Plan for the Peppertree Village Plat, project number SP 1306-03, to the City Commission.

Dated: _____

/Proposed/

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

I:\Term\GIS\Map\Location - Villages of Legacy Park2.mxd - 3/29/2013 1:12:47 PM - tconer

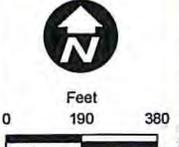


Legend

-  City of Wildwood
-  Property Subject to Amendment
-  Villages of Legacy Park



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



LOCATION MAP

**VILLAGES OF LEGACY PARK
WILDWOOD, FLORIDA**

MARCH 2013

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Second Addendum to Developer's Agreement with St. Vincent de Paul Church

REQUESTED ACTION: Commission approval of the Second Addendum to the Developer's Agreement with the St. Vincent de Paul Church (Staff recommends approval).

Work Session (Report Only) **DATE OF MEETING:** 8/12/2013
 Regular Meeting Special Meeting

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

BUDGET IMPACT: _____

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

HISTORY/FACTS/ISSUES:

The Second Addendum to the St. Vincent de Paul Church Developer's Agreement modifies the number of ERCs (Equivalent Residential Connections) necessary to support their expansion, which is currently outside the City Limits but within the City's Joint Planning Area with Sumter County. In reviewing their Site Plan, the City Engineer has accepted their revised water and sewer demand certified by the Engineer of Record for the project, which calls for 17 ERCs of capacity instead of the full 26.7 ERCs originally reserved under their Developer's Agreement.

Therefore, staff has recalculated the amounts paid against the new amounts due and has determined that no fees will be due at the permitting stage, but that a total of \$11,169.00 will be due upon completion of construction prior to the issuance of their Certificate of Occupancy (CO).

Staff recommends approval of the Second Amendment to the Developer's Agreement with the St. Vincent de Paul Church.



Melanie D. Peavy
Development Services Director

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

**SECOND ADDENDUM TO DEVELOPER'S AGREEMENT
BETWEEN
THE CITY OF WILDWOOD, FLORIDA AND
ST. VINCENT DE PAUL CHURCH**

This agreement, effective this _____ day of _____, 2013, made and entered into by and between the City of Wildwood, Florida, a Florida municipal corporation (hereinafter called "City"), and John G. Noonan, as Bishop of the Diocese of Orlando, and his successors in office, a corporation sole (hereinafter called "Developer"), is an addendum to that certain developers agreement between the City of Wildwood and St. Vincent de Paul Church, dated December 10, 2007, which was recorded at Book 1905, P331-364, public records of Sumter County, Florida (hereinafter "the developer's agreement"), and which applies to development of the property owned by Developer identified in Exhibit "A" attached hereto. The parties agree as follows:

W I T N E S S E T H:

1. The original developer's agreement is hereby amended as follows:
 - a. The developer originally purchased 26.7 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 developer's agreement to reduce the ERC's to 17.
 - b. Per Part II subsection C. 1. d., TIE Fees are non-refundable.
 - c. Only connection fees shall be recalculated for the reduction in ERC's, as noted in exhibits "B" and "C" attached to this addendum.
 - d. Remaining amounts due after the recalculation are payable at the Certificate of Occupancy (CO) phase.

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 _____, 2013, 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

St. Vincent de Paul Church

BY: John G. Noonan, as Bishop of the
Diocese of Orlando, and his successors in
office, a corporation sole

WITNESS

DATE: _____

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of
_____, 2013, by _____, of St. Vincent de
Paul Church, who has produced _____ as identification or is
personally known to me.

Notary Public, State of _____

Commission #
My Commission Expires:

City of Wildwood

100 N. Main Street

Wildwood, FL 34785 - 352-330-1330

LEGAL DESCRIPTION -

The North 630 feet of the SE 1/4 of the SE 1/4, Section 32, Township 18 South, Range 23 East, Sumter County, Florida SUBJECT TO an easement for the purpose of ingress and egress across the South 30 feet thereof and TOGETHER WITH an easement for the purpose of ingress and egress across the South 30 feet of N 660 feet of SE 1/4 of SE 1/4, Section 32, Township 18 South, Range 23 East, Sumter County, Florida, LESS right of way on East side for CR 462 .

City of Wildwood

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: St. Vincent de Paul Addendum #2

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 X Water
6001-7000	0.49
7001-8000	0.56
8001-9000	0.63
9001-10000	0.70
10001-11000	0.77
11001-12000	0.84 X Wastewater
12001-13000	0.91
13001-14000	0.98
14001-15000	1.00

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

City of Wildwood

100 N. Main Street

Wildwood, FL 34785 - 352-330-1330

DEVELOPER UTILITY CONCURRENCY

CONNECTION FEES:

PROJECT NAME: St. Vincent de Paul Church Addendum #2

WATER CONNECTION FEE:

Check One

- a) Inside City, or, Pre-Annexation \$ 980.00
- or b) Outside City, NO Pre-Annexation \$

One (1) water ERC = 300 gallons per day

Number of water connections (ERC's) requested # 17

TOTAL add'l water connection fee charges = \$ 980.00 x #17 = \$ 16,660.00

DUE SCHEDULE:

- Paid on execution of original developer's agreement \$ 13,083.00
- Due on issuance of each construction permit \$ 0.00
- Due at issuance of Certificate of Occupancy \$ 3,577.00

TOTAL \$ 10,433.90

WASTEWATER CONNECTION FEE:

Check One

- a) Inside City, or, Pre-Annexation \$ 2,080.00
- or b) Outside City, NO Pre-Annexation

One (1) wastewater ERC = 250 gallons per day

Number of wastewater connections (ERC's) requested # 17

TOTAL Wastewater connection fee charges = \$ 2,080.00 x # 17 = \$ 35,360.00

DUE SCHEDULE:

- Paid on execution of developer's agreement \$ 27,768.00
- Due on issuance of each construction permit \$ 0.00
- Due on issuance of Certificate of Occupancy \$ 7,592.00

TOTAL \$ 35,360.00

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
1.3 MGD EXPANSION WASTEWATER TREATMENT PLANT

PROJECT NAME: **St. Vincent de Paul Church - Addendum 2**

YEAR 2009				Wastewater ERC's before the 1 st Quarter of '08 are in the existing plant
WATER				
WASTEWATER				
REUSE				
YEAR 2010	1 st Qtr. '10 ERC's Needed	2 nd Qtr. '10 ERC's Needed	3 rd Qtr. '10 ERC's Needed	4 th Qtr. '10 ERC's Needed
WATER	_____	_____	_____	_____
WASTEWATER	_____	_____	_____	_____
REUSE				
YEAR 2011	1 st Qtr. '11 ERC's Needed	2 nd Qtr. '11 ERC's Needed	3 rd Qtr. '11 ERC's Needed	4 th Qtr. '11 ERC's Needed
WATER	_____	_____	_____	_____
WASTEWATER	_____	_____	_____	_____
REUSE				
YEAR 2012	1 st Qtr. '12 ERC's Needed	2 nd Qtr. '12 ERC's Needed	3 rd Qtr. '12 ERC's Needed	4 th Qtr. '12 ERC's Needed
WATER	_____	_____	_____	17
WASTEWATER	_____	_____	_____	17
REUSE				
YEAR 2013	1 st Qtr. '13 ERC's Needed	2 nd Qtr. '13 ERC's Needed	3 rd Qtr. '13 ERC's Needed	4 th Qtr. '13 ERC'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



An Equal
Opportunity
Employer

Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899

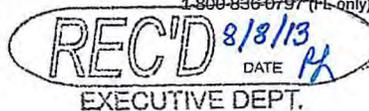
(352) 796-7211 or 1-800-423-1476 (FL only)

On the World Wide Web at WaterMatters.org

Bartow Service Office
170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Service Office
6750 Fruitville Road
Sarasota, Florida 34240-9711
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Service Office
7601 U.S. 301 North
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)



H. Paul Senft, Jr.
Chair, Polk

Douglas B. Tharp
Vice Chair, Sumter

Albert G. Joergler
Secretary, Sarasota

Jeffrey M. Adams
Treasurer, Pinellas

Todd Pressman
Former Chair, Pinellas

Michael A. Babb
Hillsborough

Carlos Beruff
Manatee

Jennifer E. Closshey
Hillsborough

Wendy Griffin
Hillsborough

Randall S. Maggard
Pasco

George W. Mann
Polk

Vacant
DeSoto, Hardee or Highlands

Vacant
Hernando or Marion

Blake C. Guillory
Executive Director

August 6, 2013

SUBJECT: Return to Year-Round Water Conservation Measures

Dear Local Government Official:

In response to improving water resource and water supply conditions, the Governing Board of the Southwest Florida Water Management District voted to let its remaining Water Shortage Orders expire, effective July 31, 2013.

In Hillsborough, Pasco and Pinellas counties, Water Shortage Order No. SWF 2013-006 (the "Phase III" Order) had implemented once-per-week lawn watering, other stringent water use restrictions, a prohibition on homeowner associations forcing people to use more water, and specific local restriction enforcement requirements (such as the need to issue citations instead of routinely issuing warnings). All other counties, and also water uses in the tri-county area not specifically addressed in the Phase III Order, have been subject to Water Shortage Order No. SWF 2010-022 (the "Phase I" Order) since December 2010. A Phase I Order stresses the need to follow twice-per-week lawn watering and other specific Year-Round Measures, and also requires monthly reporting of warning and citation data by water utilities or their designated local enforcement agencies.

What does expiration of both Water Shortage Orders mean? In the Phase III counties, citizens may return to following the Year-Round Measures (including twice-per-week lawn watering, unless a different or more stringent local ordinance applies). In the Phase I counties, citizens should already be following the Year-Round Measures (or local ordinance). In both areas, local governments may cease Order-required local enforcement activity, since the Year-Round Measures only require that water utilities or their designated local enforcement agencies respond to address-specific District requests for enforcement assistance.

If you have any questions, please contact the Government Affairs Program Manager for your area or contact the District's Water Shortage hotline (send e-mail to Water.Restrictions@WaterMatters.Org or call 1-800-848-0499).

Sincerely,

Blake C. Guillory, P.E.
Executive Director

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Ordinance O2013-30: Annexation of Parcels G08=105 and G08=099

REQUESTED ACTION: Approval of Ordinance O2013-30

<input type="checkbox"/> Work Session (Report Only)	DATE OF MEETING: <u>7/22/13 First Reading</u>
<input checked="" type="checkbox"/> Regular Meeting	<u>8/12/13 Adoption</u>
	<input type="checkbox"/> Special Meeting

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

BUDGET IMPACT: _____

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

HISTORY/FACTS/ISSUES:

The applicant, Leonard Powell Properties, LLC, has submitted a voluntary annexation application for parcels G08=105 and G08=099. The property totals 1.85 +/- acres and is located on the west side of Powell Road between Millennium Park and C-44A.

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 also submitted Small Scale Comprehensive Plan Amendment and Rezoning applications for the subject property. Those applications will be brought to Commission in the near future should the Commission move to annex the property.

Staff recommends approval of Ordinance O2013-30.



Jason McHugh
Development Services Coordinator



ORDINANCE NO. O2013-30

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROVIDING FOR THE VOLUNTARY ANNEXATION OF CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 1.85 ACRES BEING GENERALLY LOCATED ON THE WEST SIDE OF POWELL ROAD AND NORTH OF C-44A; IN SECTION 8, TOWNSHIP 19 SOUTH, RANGE 23 EAST; WHICH IS CONTIGUOUS TO THE CITY LIMITS OF THE CITY OF WILDWOOD, FLORIDA; PROVIDING THAT SECTION 1-14 OF THE CITY OF WILDWOOD CODE OF ORDINANCES IS AMENDED TO INCLUDE THE ANNEXED PROPERTY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

LEGAL DESCRIPTION

Parcel # G08=099
1.0 +/- Acre

Section 8, Township 19 South, Range 23 East, [Sumter County, Florida]: Commence at the Northeast corner of the West ½ of the North ½ of the Northeast ¼ of the Southeast ¼ of said Section 8 as a point of reference and the Point of Beginning of this description: run North 89°46'30" West 155.50 feet along the North line of the West ½ of the North ½ of the Northeast ¼ of the Southeast ¼; run South 07°55'49" West 254.13 feet; run South 89°46'30" East 190.26 feet to the East line of the West ½ of the North ½ of the Northeast ¼ of the Southeast ¼; run North 0°04'10" East 251.84 feet along the above said East line to the Point of Beginning.

Together with an easement for ingress and egress over and across a strip of land 20 feet wide lying Westerly of a line described as follows: Commence at the Southeast corner of the West ½ of the North ½ of the Northeast ¼ of the Southeast ¼ of Section 8, Township 19 South, Range 23 East, Sumter County, Florida for a Point of Reference: Thence run N. 89°48'42" W. 101.80 feet to the North Right-of-Way line of County Road 44A; thence N. 65°34'20" W. 183.20 feet to the Point of Beginning of the line; thence N. 21°36'32" E. 133.86 feet; thence N. 07°55'49" E. 254.74 feet to the Point of Termination.

Parcel # G08=105
.85 +/- Acres

Commence at the Northeast corner of the West half of the North half of the Northeast quarter of the Southeast quarter of Section 8, Township 19 South, Range 23 East, Sumter County, Florida as a point of reference, thence run South 0°04'10" West 251.84 feet along the East line of the West half of the North half of the Northeast quarter of the Southeast quarter to the Point of Beginning of this description (1) continue South 0°04'10" West 213.12 feet along the above said East line (2) then run North 89°48'40" West 219.51 feet; (3) thence run North 07°55'49" East 214.79 feet; (4) thence run South 89°46'30" East 190.26 feet back to the Point of Beginning to close. TOGETHER WITH an easement for ingress and egress over and across a strip of land 20 feet wide lying Westerly of a line described as follows: Commence at the Southeast corner of the West half of the North half of the Northeast quarter of the Southeast quarter of Section 8, Township 19 South, Range 23 East, Sumter County, Florida, for a point of reference; thence run North 89°48'40" West 101.80 feet to the Point of Beginning of the line; thence North 21°36'32" East 133.86 feet; thence North 07°55'49" East 254.74 feet to the Point of Termination, Sumter County, Florida.

LESS AND EXCEPT:

A portion of the Northwest ¼ of the Northeast ¼ of the Southeast ¼ of Section 8, Township 19 South, Range 23 East, Sumter County, Florida:

Commence at the Northeast corner of the Northwest ¼ of the Northeast ¼ of the Southeast ¼ of Section 8; thence South 00°27'52" West along the East line of said Northwest ¼ of the Northeast ¼ of the Southeast ¼ of Section 8 a distance of 270.15 feet to the Point of Beginning; thence continue South 00°27'52" West along said East line for 193.50 feet; thence North 89°24'58" West for 88.56 feet; thence North 25°04'43" East for 212.64 feet to the Point of Beginning.

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

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

SECTION 4. Until such time as the City amends its comprehensive plan, the current Sumter County zoning classification and future land use regulations will remain in full force and effect.

SECTION 5. Section 1-14 of the City of Wildwood Code of Ordinances is hereby amended to include the legal description of the annexed parcel pursuant to this Ordinance.

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

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

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

SEAL

ATTEST:

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

Joseph Jacobs, City Clerk

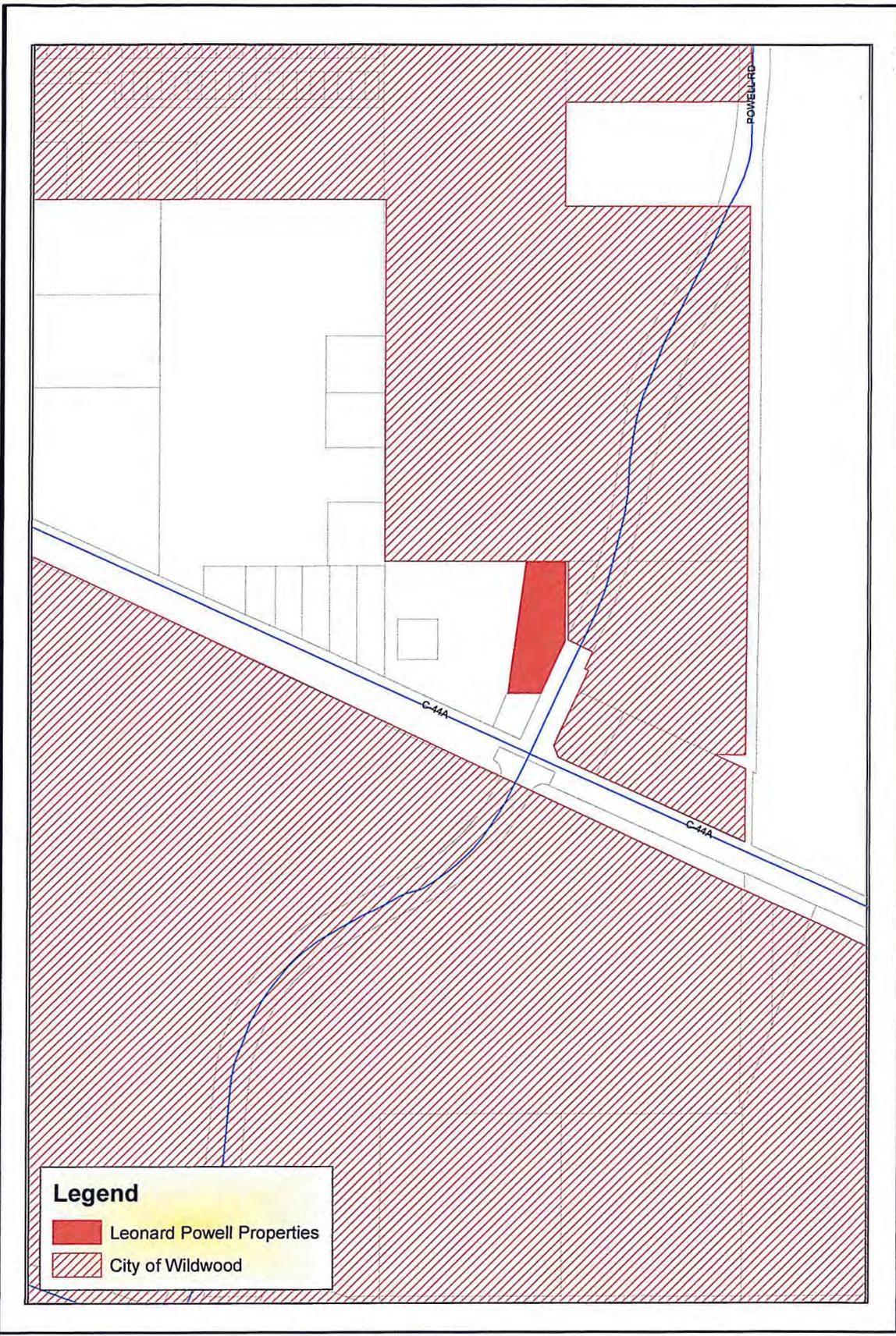
Ed Wolf, Mayor

First Reading: _____

Second Reading: _____

Approved as to form:

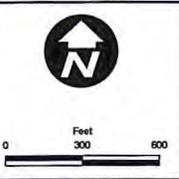
Jerri A. Blair, City Attorney



I:\Term\GIS\Map\Location\Location - Leonard Powell.mxd - 7/15/2013 3:40:17 PM - tonae



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



LEONARD POWELL PROPERTIES	
WILDWOOD, FLORIDA	
July 2013	LOCATION MAP

Sten 7
page 2

Officers, dispatchers honored for "Helping to Save Lives"

STAFF REPORT

A Wildwood family and representatives of their home security company ADT held a special presentation in Wildwood on July 31 to recognize law enforcement and their dispatcher for their quick actions to help the Wildwood family during a home invasion on June 25, 2013 that reportedly saved the lives of Terry and Colleen France, according to a news release from ADT.

The France family believes without ADT and the quick response from local law enforcement, they could have been killed after a naked man entered their home that day. The male suspect was wanted in connection with the death of his grandmother in another county, according to sheriff's officials.

The France family is grateful and wanted to meet those who helped save their lives which led to the reunion of the family with ADT Emergency Dispatch Operator in Rochester, NY, Karen Montesano, Sumter Sheriff's officers and Wildwood Police officers at the France home on July 31.

ADT presented awards to those involved and gave \$5,000 grants to the Sumter Sheriff's Benevolent Association and to the Wildwood Police Department.

Sumter Sheriff Bill Farmer said, "I would like to thank ADT for the valuable service they perform to residents in Sumter County. My own home is covered by ADT and when I go away to conferences it is a comfort to my wife."

Terry France stated that he had worked with the man who threatened his family on June 25. "He had stayed here (in my home) the week before," Terry stated.

According to ADT on June 25, a 27-year-old naked man entered the home of Terry and Colleen France near Wildwood and threatened to kill everyone. While the man tried to take a knife from Terry, Colleen frantically activated the home's security system. The alarm sounded, causing the suspect to flee. It also sent a signal to ADT's monitoring center in Rochester, New York where the operator called 911 in Sumter County. Within minutes of receiving the ADT call, the Sheriff's Department dispatched Deputy Jeffrey Cohen who quickly spotted the suspect's car. After a short pursuit through Wildwood, the man was arrested. Law enforcement later discovered that he was suspected of murdering his 62-year-old grandmother before going to the France home.



Dee Dee McCaslin/Sumter Express

ADT honored a group of local officers and two ADT employees on July 31, in Wildwood, for their quick response when the ADT home security system was activated at the home of Terry and Colleen France on June 25. Pictured are back row (1 to r): Sumter County Sheriff's Office (SCSO) Travis Sears, Tammy Adams (Dispatch), Becky Pursley (Dispatch), SCSO John Knight, SCSO Jeffrey Cohen, Wildwood Police Department Anthony Tucker, Wildwood Police Chief E. W. Reeser, SCSO Sgt. Bob Capps, SCSO Jacob Holloway. Front row (1 to r): ADT employees Gloria Torres and Karen Montesano.



Dee Dee McCaslin/Sumter Express

Wildwood Police Chief E. W. Reeser (center) and Officer Anthony Tucker (left) were presented a \$5,000 check from ADT to the Wildwood Police Department for their quick response to the home of Terry and Colleen France on June 25 when Mrs. France activated their ADT home security system.



Dee Dee/McCaslin/Sumter Express

Sumter County Sheriff Bill Farmer (left) was presented a \$5,000 check from ADT to the Sumter County Sheriff's Benevolent Fund for the Sheriff's Office quick response on June 25 when the ADT home security system was activated at the home of Terry and Colleen France.

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Lenard Powell Properties Comp. Plan Amendment, CP 1307-01

Approval of Ordinance O2013-31.

REQUESTED ACTION:

<input type="checkbox"/> Work Session (Report Only)	DATE OF MEETING:	<u>8/12/13 First Reading</u> <u>8/26/13 Adoption</u>
<input checked="" type="checkbox"/> Regular Meeting	<input type="checkbox"/> Special Meeting	

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

BUDGET IMPACT: _____

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

HISTORY/FACTS/ISSUES:

The applicant, Lenard Powell, seeks approval for a Small Scale Future Land Use Map Amendment to the adopted Comprehensive Plan. On August 6, 2013 the case was heard before the Planning and Zoning Board/Special Magistrate acting as the Local Planning Agency in which the Special Magistrate recommended approval of Ordinance O2013-31 subject to the property being annexed into the City. **Staff also recommends approval of Ordinance 02013-31 (attached) subject to approval of Ordinance O2013-30 which annexes the property.**

The 1.85 +/- acre subject parcel is intended to be utilized for commercial uses in the future. The amendment reassigns the property from Sumter County "Rural Residential" to City "Commercial" and is consistent with the Joint Planning Area Future Land Use Map. Subject to approval of this small-scale land use change approval, the applicant has submitted a rezoning application for consideration.

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

- Justification of the proposed amendment has been adequately presented;
- The proposed amendment is consistent with the goals, objectives, and policies of the comprehensive plan;
- The subject amendment does not meet the criteria of urban sprawl;
- 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.

*Item 8
Page 2*

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.



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, August 6, 2013 by the Special Magistrate. The applicant seeks a small scale comprehensive plan amendment from County "Rural Residential" to City "Commercial" on 1.85 +/- acres. The site is generally located to the northwest of the intersection of Powell Road and C-44A.

- Case:** CP 1307-01
- Parcels:** G08=099 and G08=105
- Owner:** Lenard Powell Properties, Inc.
- Applicant:** Lenard Powell, Manager

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

Based upon the testimony and information presented, the Special Magistrate recommends approval of the small scale land use map amendment and favorable recommendation of Ordinance O2013-31 to the City Commission, subject to the annexation of the property by the City Commission via Ordinance O2013-30.

Dated: _____

/Proposed/

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



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Legend

-  Lenard Powell Properties
-  City of Wildwood



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



LENARD POWELL PROPERTIES

WILDWOOD, FLORIDA

July 2013

LOCATION MAP



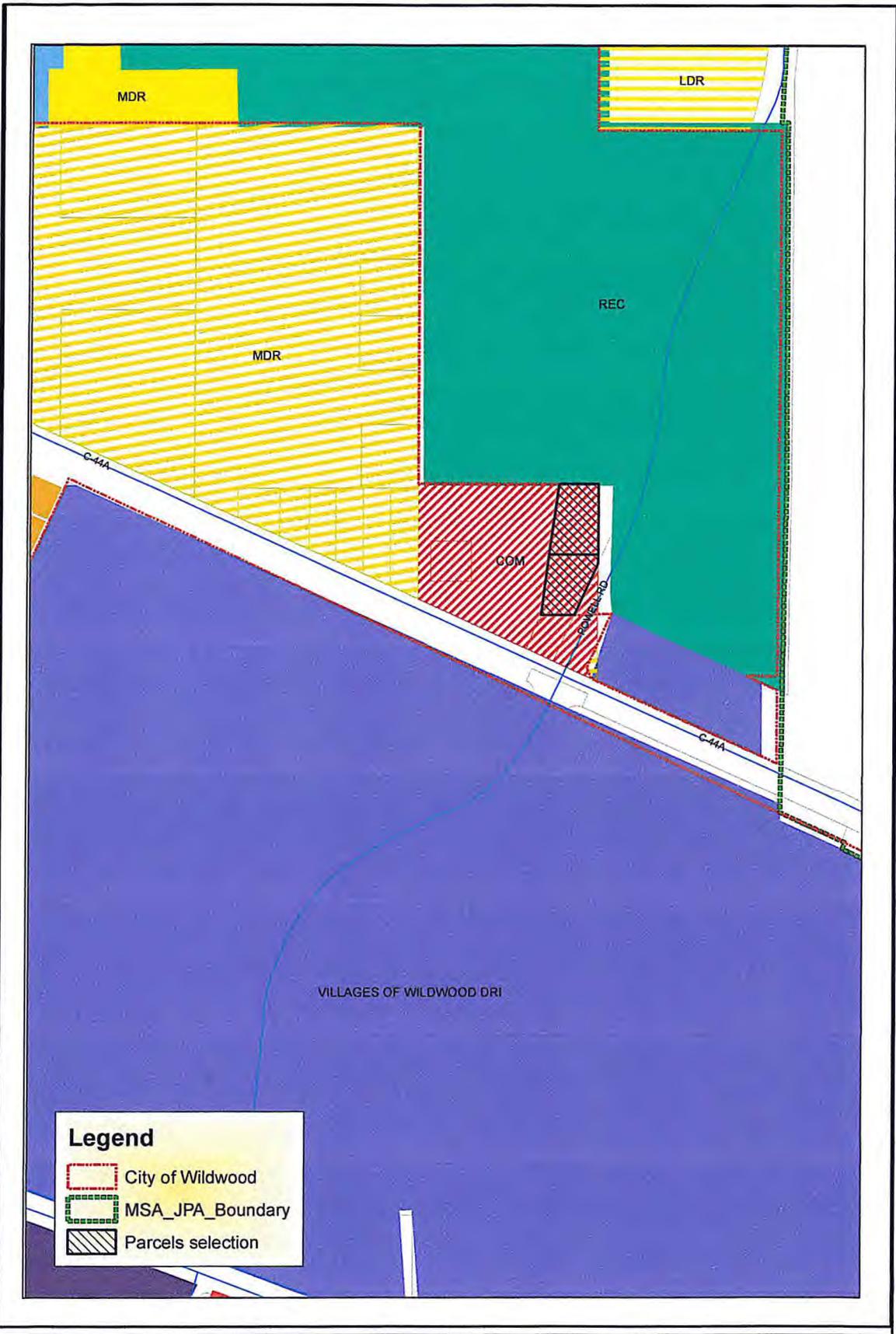
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City of Wildwood
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Wildwood, FL 34485
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LENARD POWELL	
WILDWOOD, FLORIDA	
July 2013	EXISTING FUTURE LAND USE



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City of Wildwood
100 North Main Street
Wildwood, FL 34485
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LENARD POWELL	
WILDWOOD, FLORIDA	
July 2013	JOINT PLANNING AREA

ORDINANCE NO. O2013-31

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

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:

Parcels G08=099 and G08=105
1.85 +/- Acres

LEGAL DESCRIPTION

Parcel # G08=099

Section 8, Township 19 South, Range 23 East, [Sumter County, Florida]: Commence at the Northeast corner of the West ½ of the North ½ of the Northeast ¼ of the Southeast ¼ of said Section 8 as a point of reference and the Point of Beginning of this description: run North 89°46'30" West 155.50 feet along the North line of the West ½ of the North ½ of the Northeast ¼ of the Southeast ¼; run South 07°55'49" West 254.13 feet; run South 89°46'30" East 190.26 feet to the East line of the West ½ of the North ½ of the Northeast ¼ of the Southeast ¼; run North 0°04'10" East 251.84 feet along the above said East line to the Point of Beginning.

Together with an easement for ingress and egress over and across a strip of land 20 feet wide lying Westerly of a line described as follows: Commence at the Southeast corner of the West ½ of the North ½ of the Northeast ¼ of the Southeast ¼ of Section 8, Township 19 South, Range 23 East, Sumter County, Florida for a Point of Reference: Thence run N. 89°48'42" W. 101.80 feet to the North Right-of-Way line of County Road 44A; thence N. 65°34'20" W. 183.20 feet to the Point of Beginning of the line; thence N. 21°36'32" E. 133.86 feet; thence N. 07°55'49" E. 254.74 feet to the Point of Termination.

Parcel # G08=105

Commence at the Northeast corner of the West half of the North half of the Northeast quarter of the Southeast quarter of Section 8, Township 19 South, Range 23 East, Sumter County, Florida as a point of reference, thence run South 0°04'10" West 251.84

feet along the East line of the West half of the North half of the Northeast quarter of the Southeast quarter to the Point of Beginning of this description (1) continue South 0°04'10" West 213.12 feet along the above said East line (2) then run North 89°48'40" West 219.51 feet; (3) thence run North 07°55'49" East 214.79 feet; (4) thence run South 89°46'30" East 190.26 feet back to the Point of Beginning to close. TOGETHER WITH an easement for ingress and egress over and across a strip of land 20 feet wide lying Westerly of a line described as follows: Commence at the Southeast corner of the West half of the North half of the Northeast quarter of the Southeast quarter of Section 8, Township 19 South, Range 23 East, Sumter County, Florida, for a point of reference; thence run North 89°48'40" West 101.80 feet to the Point of Beginning of the line; thence North 21°36'32" East 133.86 feet; thence North 07°55'49" East 254.74 feet to the Point of Termination, Sumter County, Florida.

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

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

SECTION 1. The proposed amendment has been found to be consistent with the Joint Planning Area Future Land Use Map between the City and Sumter County.

SECTION 2. 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 3. All ordinances or parts of ordinances in conflict herewith, be, and the same are hereby repealed.

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

SECTION 5. This Ordinance shall take effect upon its final reading by the City Commission of the City of Wildwood.

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

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

S E A L

Ed Wolf, Mayor

ATTEST: _____
Joseph Jacobs, City Clerk

First Reading: _____

Second Reading: _____

Approved as to form:

Jerri A. Blair, City Attorney

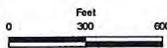
Ordinance O2013-31
“Exhibit A”
Lenard Powell Property
Proposed Future Land Use Map



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City of Wildwood
100 North Main Street
Wildwood, FL 34485
Phone: (352) 330-1330
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LENARD POWELL

WILDWOOD, FLORIDA

July 2013

PROPOSED FUTURE LAND USE

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Lenard Powell Properties Rezoning – RZ 1307-01

Approval of Ordinance O2013-32.

REQUESTED ACTION:

<input type="checkbox"/> Work Session (Report Only)	DATE OF MEETING:	<u>8/12/13 First Reading</u>
<input checked="" type="checkbox"/> Regular Meeting	<input type="checkbox"/> Special Meeting	<u>8/26/13 Adoption</u>

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

BUDGET IMPACT: _____

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

HISTORY/FACTS/ISSUES:

The applicant, Lenard Powell, seeks approval from the City Commission for a rezoning from Sumter County "R1 and RR1" to City of Wildwood "C-2: General Commercial – Neighborhood."

The 1.85 +/- acre subject property is located west of Powell Road, north of C-44A, and south of Millennium Park. The property is subject to a concurrent Small Scale Comprehensive Plan amendment to change the future land use 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 O2013-32 subject to approval of Ordinances O2013-30 and O2013-31, which respectively annex the property and establish a future land use appropriate to the proposed zoning.

Case RZ 1307-01 was considered by the Planning & Zoning Board/Special Magistrate on Tuesday, August 6th, 2013. The Planning & Zoning Board/Special Magistrate gave a favorable recommendation of the rezoning to the City Commission pending the approval of the annexation.



Melanie D. Peavy
Development Services Director

City of Wildwood
Planning & Zoning Board/Special Magistrate

The case below was heard on Tuesday, August 6, 2013 by the Special Magistrate. The applicant seeks approval and favorable recommendation from the City of Wildwood Planning and Zoning Board/Special Magistrate for a Zoning Map Amendment from Sumter County "RR" and "RR1" to City "C-2: General Commercial – Neighborhood" for parcels G08=099 and G08=105 on 1.85 +/- acres. The site is generally located to the northwest of the intersection of Powell Road and C-44A.

Case: RZ 1307-01
Parcels: G08=099 and G08=105
Owner: Lenard Powell Properties, Inc.
Applicant: Lenard Powell, Manager

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.

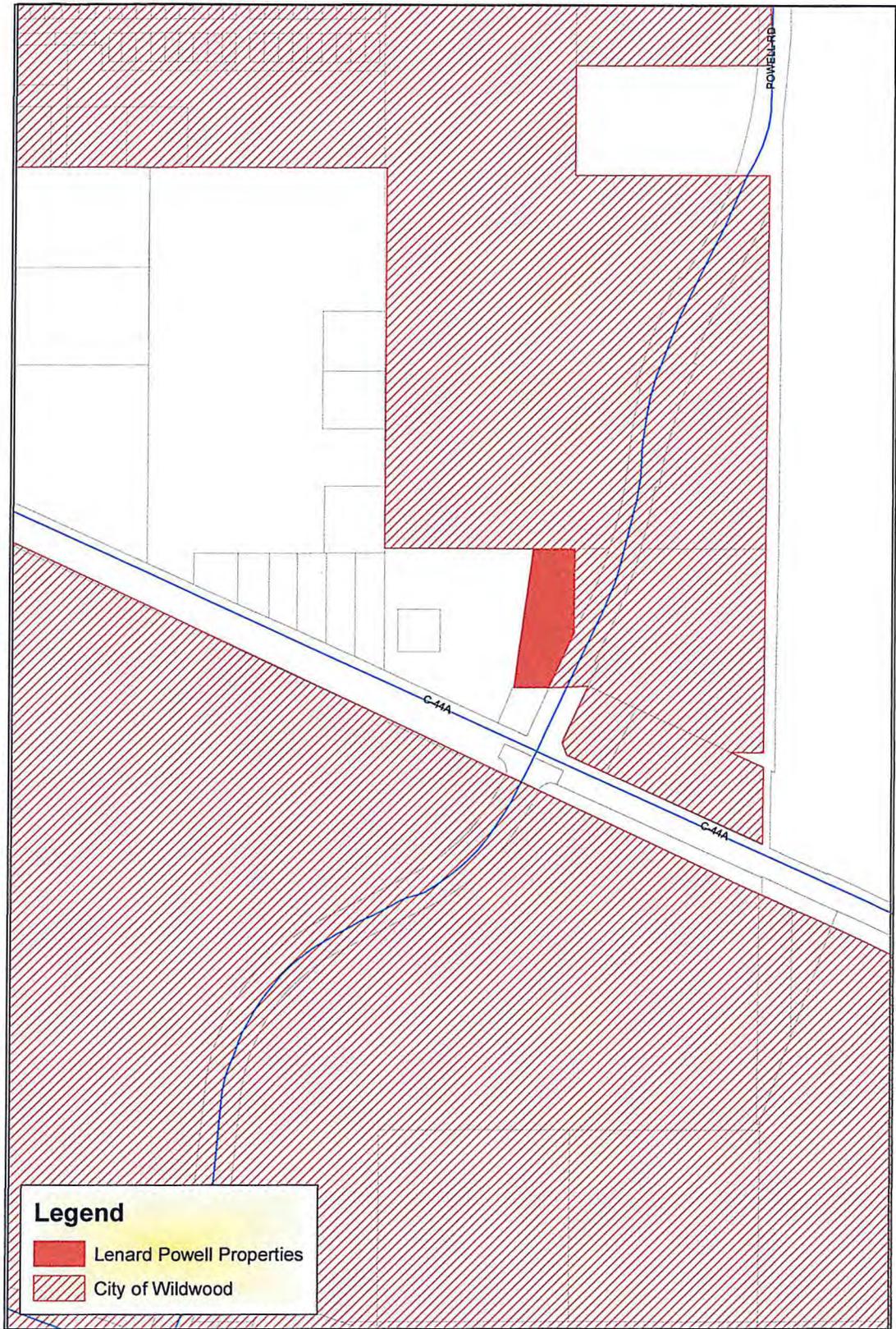
Based upon the testimony and information presented, the Special Magistrate recommends approval of the Zoning Map Amendment and favorable recommendation of O2013-32 to the City Commission, subject to the annexation of the property by the City Commission via Ordinance O2013-30.

Dated: _____

/Proposed/

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

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Legend

-  Lenard Powell Properties
-  City of Wildwood



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



LENARD POWELL PROPERTIES

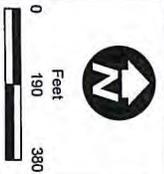
WILDWOOD, FLORIDA

July 2013

LOCATION MAP



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

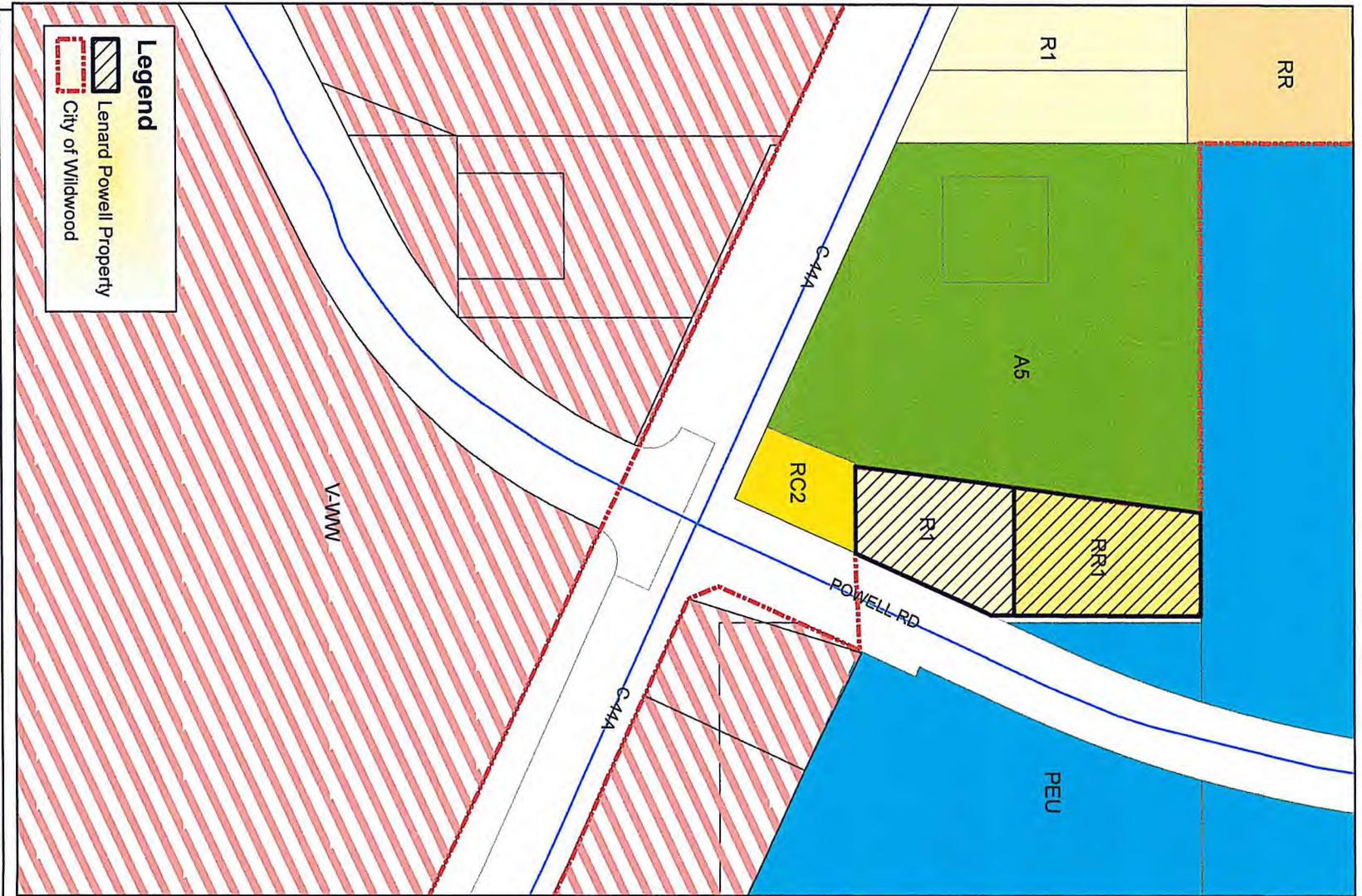


July 2013

WILDWOOD, FLORIDA

LENARD POWELL

EXISTING ZONING



Scan 9
Page 4

ORDINANCE NO. O2013-32

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:

LEGAL DESCRIPTION

Parcel # G08=099

1.0 +/- Acre

Section 8, Township 19 South, Range 23 East, [Sumter County, Florida]: Commence at the Northeast corner of the West ½ of the North ½ of the Northeast ¼ of the Southeast ¼ of said Section 8 as a point of reference and the Point of Beginning of this description: run North 89°46'30" West 155.50 feet along the North line of the West ½ of the North ½ of the Northeast ¼ of the Southeast ¼; run South 07°55'49" West 254.13 feet; run South 89°46'30" East 190.26 feet to the East line of the West ½ of the North ½ of the Northeast ¼ of the Southeast ¼; run North 0°04'10" East 251.84 feet along the above said East line to the Point of Beginning.

Together with an easement for ingress and egress over and across a strip of land 20 feet wide lying Westerly of a line described as follows: Commence at the Southeast corner of the West ½ of the North ½ of the Northeast ¼ of the Southeast ¼ of Section 8, Township 19 South, Range 23 East, Sumter County, Florida for a Point of Reference: Thence run N. 89°48'42" W. 101.80 feet to the North Right-of-Way line of County Road 44A; thence N. 65°34'20" W. 183.20 feet to the Point of Beginning of the line; thence N. 21°36'32" E. 133.86 feet; thence N. 07°55'49" E. 254.74 feet to the Point of Termination.

Parcel # G08=105
.85 +/- Acres

Commence at the Northeast corner of the West half of the North half of the Northeast quarter of the Southeast quarter of Section 8, Township 19 South, Range 23 East, Sumter County, Florida as a point of reference, thence run South 0°04'10" West 251.84 feet along the East line of the West half of the North half of the Northeast quarter of the Southeast quarter to the Point of Beginning of this description (1) continue South 0°04'10" West 213.12 feet along the above said East line (2) then run North 89°48'40" West 219.51 feet; (3) thence run North 07°55'49" East 214.79 feet; (4) thence run South 89°46'30" East 190.26 feet back to the Point of Beginning to close. TOGETHER WITH an easement for ingress and egress over and across a strip of land 20 feet wide lying Westerly of a line described as follows: Commence at the Southeast corner of the West half of the North half of the Northeast quarter of the Southeast quarter of Section 8, Township 19 South, Range 23 East, Sumter County, Florida, for a point of reference; thence run North 89°48'40" West 101.80 feet to the Point of Beginning of the line; thence North 21°36'32" East 133.86 feet; thence North 07°55'49" East 254.74 feet to the Point of Termination, Sumter County, Florida.

This property is to be reclassified from County "R1 and RR1" to City "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.

*Item 9
Page 9*

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

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

S E A L

Ed Wolf, Mayor

ATTEST: _____
Joseph Jacobs, City Clerk

First Reading: _____

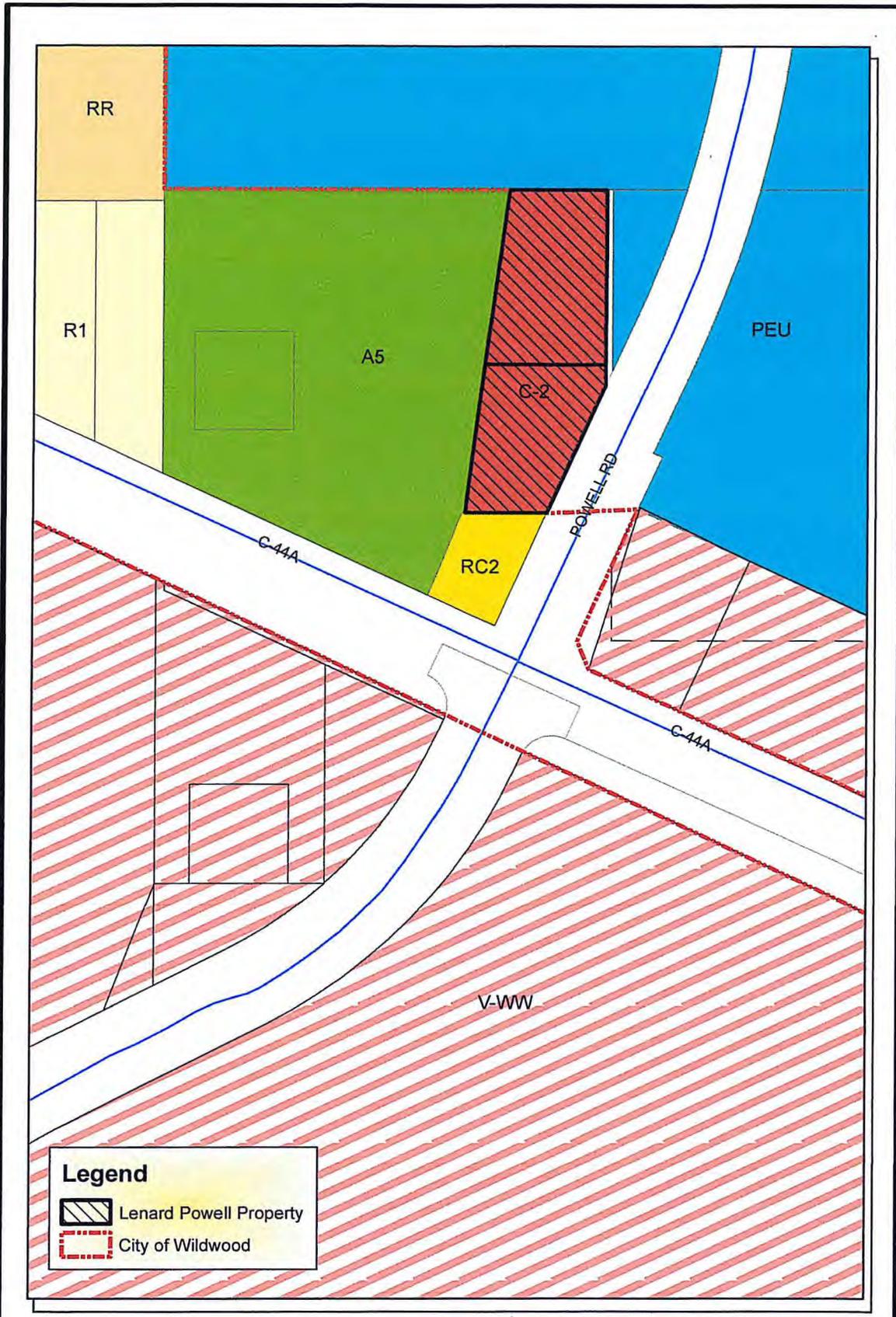
Second Reading: _____

Approved as to form:

Jerri A. Blair, City Attorney

**Ordinance O2013-32
"Exhibit A"
Lenard Powell Property
Zoning Map Designation**

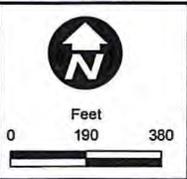
Item 9
Page 9



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City of Wildwood
100 North Main Street
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LENARD POWELL	
WILDWOOD, FLORIDA	
July 2013	PROPOSED ZONING

Item 10
Page 2

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.



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, August 6, 2013 by the Special Magistrate. The applicant seeks a small scale comprehensive plan amendment from County "Public, Institutional" to City "Public Facilities" on 4.65 +/- acres. The site is generally located to the east of Powell Road, south of the Sumter County Government Center.

Case: CP 1307-03

Parcel: G04=050

Owner: Wildwood Retirement Residence, LLC

Applicant: Mark Lowen, Lenity Architecture

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

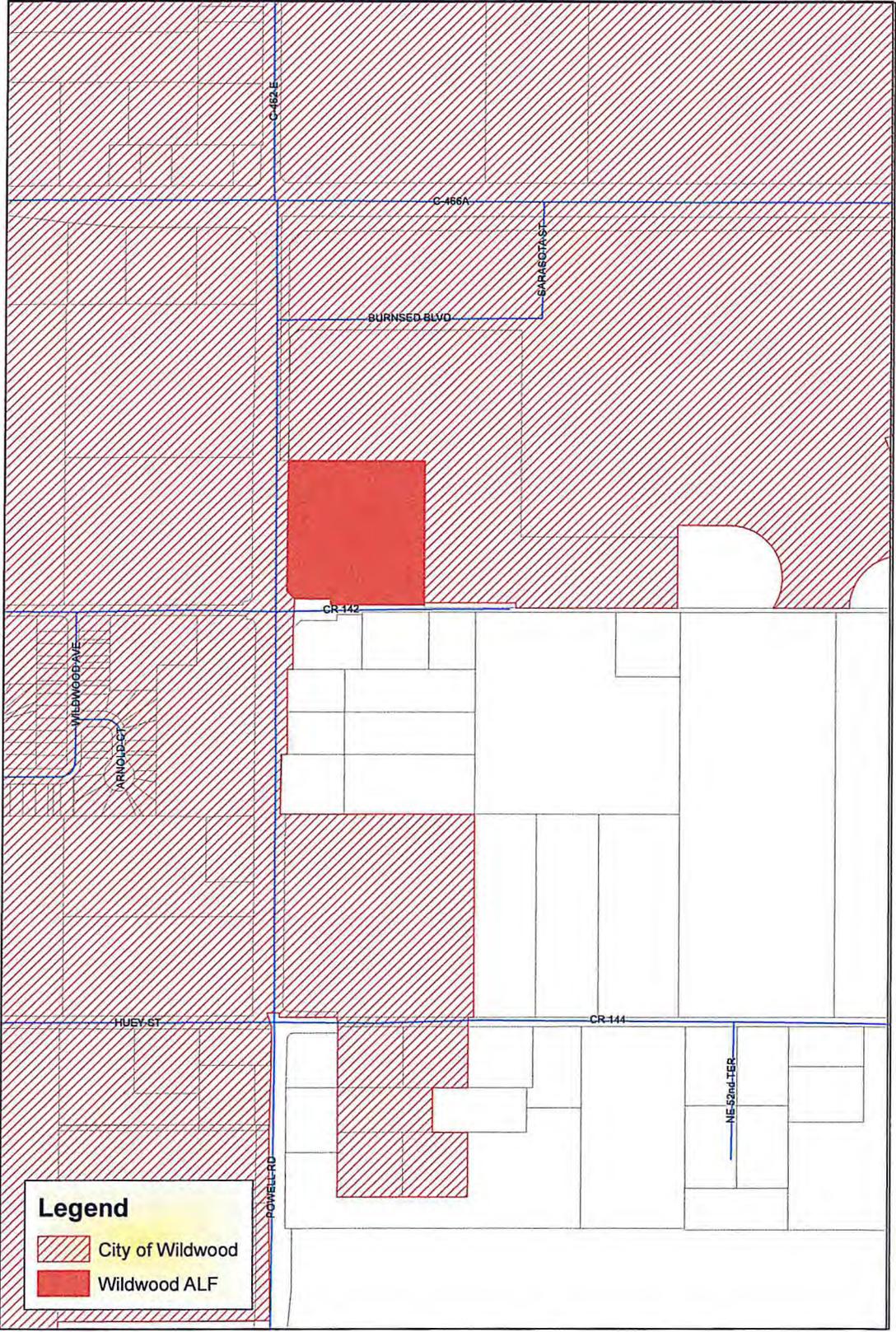
Based upon the testimony and information presented, the Special Magistrate recommends approval of the small scale land use map amendment and favorable recommendation of Ordinance O2013-33 to the City Commission.

Dated: _____

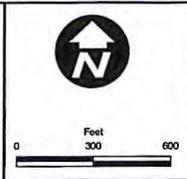
/Proposed/

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

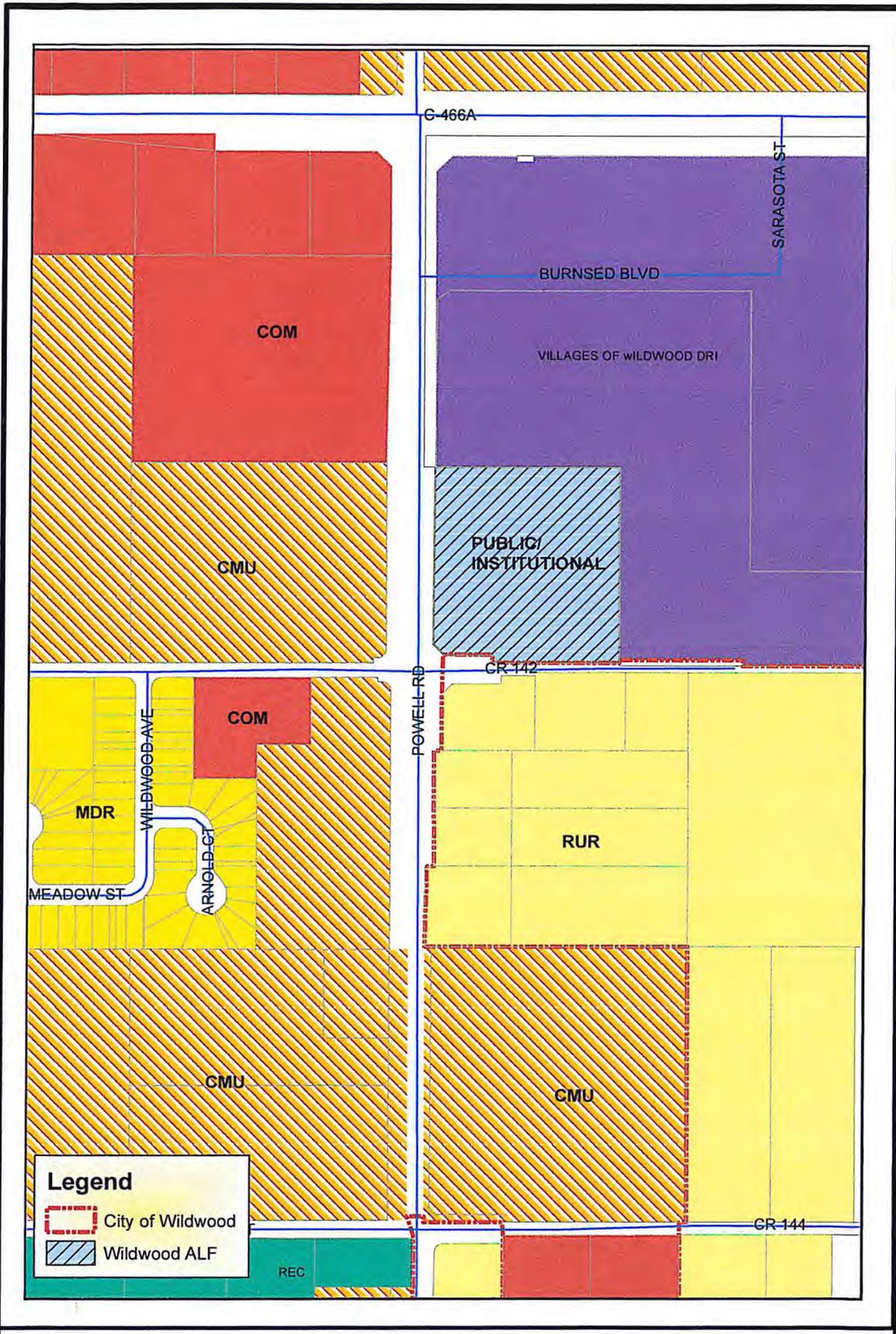
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City of Wildwood
 100 North Main Street
 Wildwood, FL 34485
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WILDWOOD ALF	
WILDWOOD, FLORIDA	
July 2013	LOCATION MAP



Legend

- City of Wildwood
- Wildwood ALF

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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>Feet 0 190 380</p>	WILDWOOD ALF	
		WILDWOOD, FLORIDA	
		July 2013	EXISTING FUTURE LAND USE

ORDINANCE NO. O2013-33

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

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 G04=050
Wildwood Retirement Residence, LLC

LEGAL DESCRIPTION

THE NORTH 466.70 FEET OF THE SOUTH 481.70 FEET OF THE WEST 490.70 FEET OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS ROAD RIGHT OF WAY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 4; THENCE ALONG THE WEST BOUNDARY OF SAID SECTION, S.00°22'17"W., 50.00 FEET; THENCE DEPARTING SAID WEST BOUNDARY, S.89°30'00"E., 24.00 FEET TO THE EAST BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 53, PAGE 414 OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE ALONG THE EAST BOUNDARY OF SAID LANDS, S.00°22'17"W., 794.14 FEET TO THE NORTH BOUNDARY OF THE SOUTH 481.70 FEET OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 4; THENCE DEPARTING SAID EAST BOUNDARY, ALONG SAID NORTH BOUNDARY, S.89°32'24"E., 26.00 FEET TO THE NORTHEASTERLY CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2186, PAGE 621 OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTH BOUNDARY, S.89°32'23"E., 440.70 FEET TO THE EAST BOUNDARY OF THE WEST 490.70 FEET OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 4; THENCE DEPARTING SAID NORTH BOUNDARY, ALONG SAID EAST BOUNDARY, S.00°22'17"W., 466.76 FEET TO THE NORTH RIGHT OF WAY LINE OF COUNTY ROAD 142 (RIGHT OF WAY WIDTH VARIES), SAID POINT BEING 15.00 FEET NORTH MEASURED AT RIGHT ANGLES TO THE SOUTH BOUNDARY OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 4; THENCE DEPARTING SAID EAST BOUNDARY, ALONG SAID NORTH RIGHT OF WAY LINE, N.89°31'42"W., 299.36 FEET TO THE SOUTHEAST CORNER OF

AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2186, PAGE 621; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, ALONG THE EASTERLY BOUNDARY OF SAID LANDS, N.00°27'36"E., 19.82 FEET TO THE NORTHERLY BOUNDARY OF SAID LANDS; THENCE DEPARTING THE EASTERLY BOUNDARY OF SAID LANDS, ALONG THE NORTHERLY BOUNDARY OF SAID LANDS, N.89°28'47"W., 116.37 FEET; THENCE CONTINUE ALONG THE NORTHERLY BOUNDARY OF SAID LANDS, N.44°33'15"W., 35.40 FEET TO THE EAST RIGHT OF WAY LINE OF COUNTY ROAD 139 (HAVING A 100 FOOT RIGHT OF WAY); THENCE DEPARTING THE NORTHERLY BOUNDARY OF SAID LANDS, ALONG SAID EAST RIGHT OF WAY LINE, N.00°22'17"E., 421.73 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 4.65 ACRES, MORE OR LESS.

This property is to be reclassified from County comprehensive plan category "Public, Institutional" to City comprehensive plan category "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.

*Item 10
Page 8*

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

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

S E A L

Ed Wolf, Mayor

ATTEST: _____
Joseph Jacobs, City Clerk

First Reading: _____

Second Reading: _____

Approved as to form:

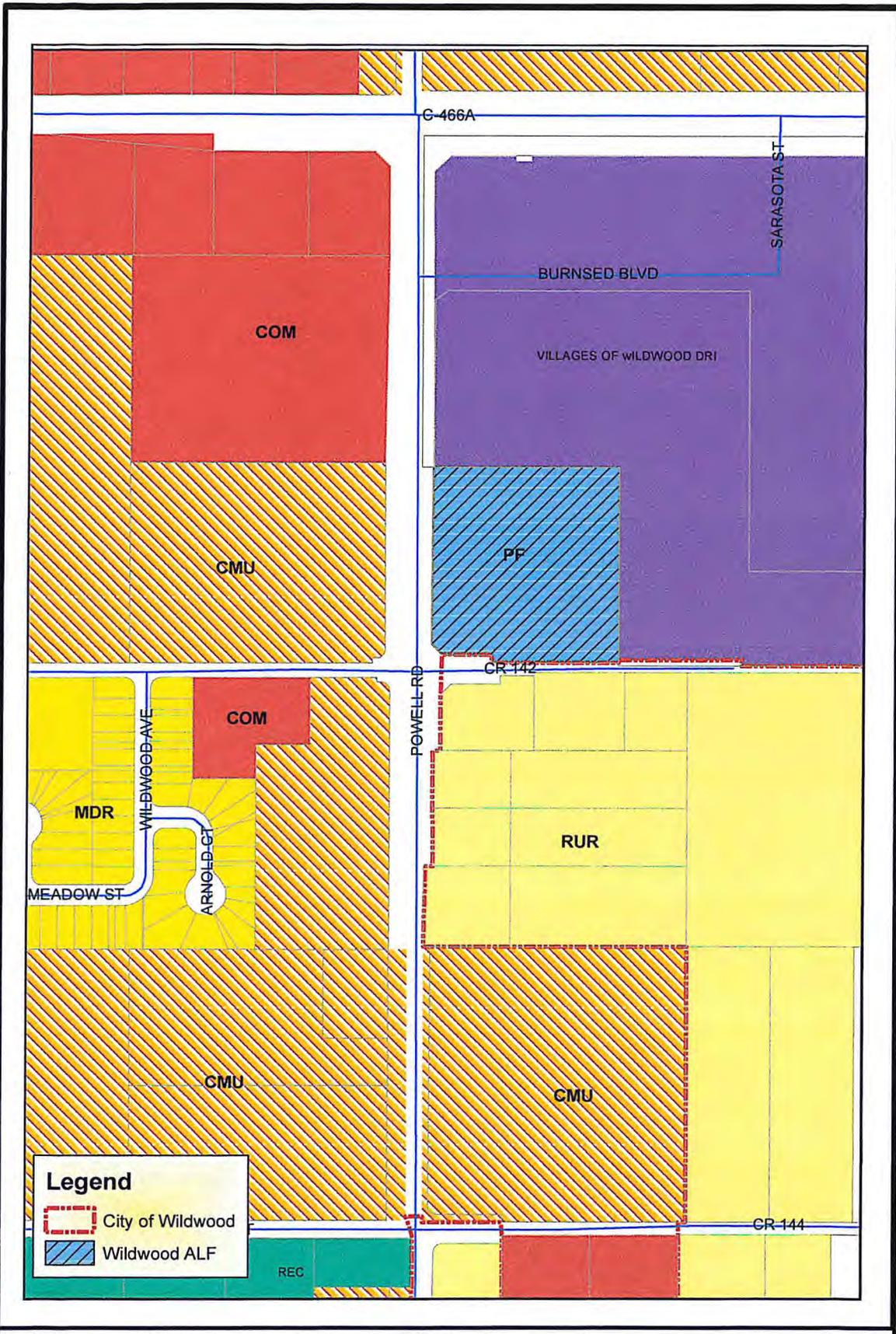
Jerri A. Blair, City Attorney

Ordinance O2013-33

“Exhibit A”

Wildwood Retirement Residence (Mills Property)

Proposed Future Land Use Map



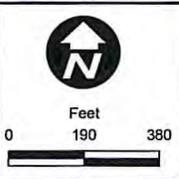
\\TerraGIS\Maps\Proposed Zoning and FLU\Proposed FLU - Wildwood ALF.mxd - 7/23/2013 4:41:53 PM - ltonal

Legend

- City of Wildwood
- Wildwood ALF



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



WILDWOOD ALF	
WILDWOOD, FLORIDA	
July 2013	PROPOSED FUTURE LAND USE

Step 11
Page 1

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Wildwood Retirement Residence (Mills Property) Rezoning – RZ 1307-03

Approval of Ordinance O2013-34.

REQUESTED ACTION:

<input type="checkbox"/> Work Session (Report Only)	DATE OF MEETING:	<u>8/12/13 First Reading</u>
<input checked="" type="checkbox"/> Regular Meeting	<input type="checkbox"/> Special Meeting	<u>8/26/13 Adoption</u>

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

BUDGET IMPACT: _____

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

HISTORY/FACTS/ISSUES:

The applicant, Mark Lowen, seeks approval from the City Commission for a rezoning from Sumter County "PIE" to City of Wildwood "IN: Institutional."

The 4.65 +/- acre subject property is located east of Powell Road and north of CR C-142 (immediately south from the County Government Complex). The property is subject to a concurrent Small Scale Comprehensive Plan amendment to change the future land use to City "Public Facilities". The requested zoning of "IN: Institutional" would bring the property into compliance with the proposed Future Land Use Map designation.

Staff recommends approval of Ordinance 02013-34 subject to approval of Ordinance O2013-33, which establishes a future land use appropriate to the proposed zoning.

Case RZ 1307-03 was considered by the Planning & Zoning Board/Special Magistrate on Tuesday, August 6th, 2013. 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, August 6, 2013 by the Special Magistrate. The applicant seeks approval and favorable recommendation from the City of Wildwood Planning and Zoning Board/Special Magistrate for a Zoning Map Amendment from Sumter County "PIE" to City "IN: Institutional" for parcel G04=050 on 4.65 +/- acres. The site is generally located on the east side of Powell Road, south of the Sumter County Government Complex.

Case: RZ 1307-03

Parcel: G04=050

Owner: Wildwood Retirement Residence, LLC

Applicant: Mark Lowen, Lenity Architecture

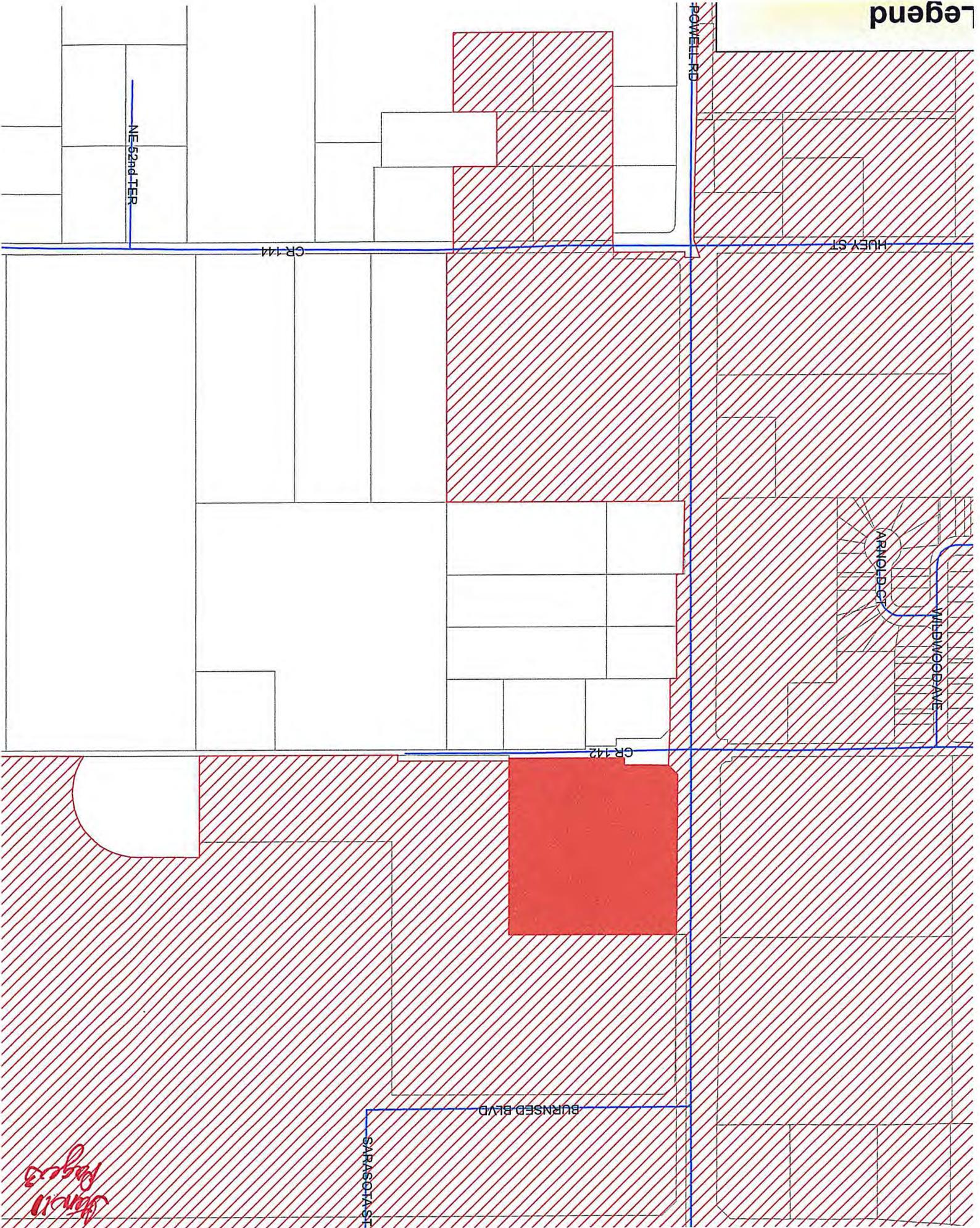
Under subsections 1.7(B)(2) and 3.3(B)(3) of the Land Development Regulations (LDRs), the Planning and Zoning Board/Special Magistrate has a duty to make a recommendation to the City Commission on all proposed zoning amendments in accordance with the procedure outlined in subsection 1.14 (B)(3) and the 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 O2013-34 to the City Commission.

Dated: _____

/Proposed/

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



*Small
Pages*



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

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Feet
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WILDWOOD, FLORIDA

WILDWOOD ALF



*Step 2/11
August*

ORDINANCE NO. O2013-34

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 G04=050
Wildwood Retirement Residence, LLC

LEGAL DESCRIPTION

THE NORTH 466.70 FEET OF THE SOUTH 481.70 FEET OF THE WEST 490.70 FEET OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS ROAD RIGHT OF WAY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 4; THENCE ALONG THE WEST BOUNDARY OF SAID SECTION, S.00°22'17"W., 50.00 FEET; THENCE DEPARTING SAID WEST BOUNDARY, S.89°30'00"E., 24.00 FEET TO THE EAST BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 53, PAGE 414 OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE ALONG THE EAST BOUNDARY OF SAID LANDS, S.00°22'17"W., 794.14 FEET TO THE NORTH BOUNDARY OF THE SOUTH 481.70 FEET OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 4; THENCE DEPARTING SAID EAST BOUNDARY, ALONG SAID NORTH BOUNDARY, S.89°32'24"E., 26.00 FEET TO THE NORTHEASTERLY CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2186, PAGE 621 OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTH BOUNDARY, S.89°32'23"E., 440.70 FEET TO THE EAST BOUNDARY OF THE WEST 490.70 FEET OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 4; THENCE DEPARTING SAID NORTH BOUNDARY, ALONG SAID EAST BOUNDARY, S.00°22'17"W., 466.76 FEET TO THE NORTH RIGHT OF WAY LINE OF COUNTY ROAD 142 (RIGHT OF WAY WIDTH VARIES), SAID POINT BEING 15.00 FEET NORTH MEASURED AT RIGHT ANGLES TO THE SOUTH BOUNDARY OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 4; THENCE DEPARTING SAID EAST BOUNDARY, ALONG SAID NORTH RIGHT OF WAY LINE, N.89°31'42"W., 299.36 FEET TO THE SOUTHEAST CORNER OF AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2186, PAGE 621;

THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, ALONG THE EASTERLY BOUNDARY OF SAID LANDS, N.00°27'36"E., 19.82 FEET TO THE NORTHERLY BOUNDARY OF SAID LANDS; THENCE DEPARTING THE EASTERLY BOUNDARY OF SAID LANDS, ALONG THE NORTHERLY BOUNDARY OF SAID LANDS, N.89°28'47"W., 116.37 FEET; THENCE CONTINUE ALONG THE NORTHERLY BOUNDARY OF SAID LANDS, N.44°33'15"W., 35.40 FEET TO THE EAST RIGHT OF WAY LINE OF COUNTY ROAD 139 (HAVING A 100 FOOT RIGHT OF WAY); THENCE DEPARTING THE NORTHERLY BOUNDARY OF SAID LANDS, ALONG SAID EAST RIGHT OF WAY LINE, N.00°22'17"E., 421.73 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 4.65 ACRES, MORE OR LESS.

This property is to be reclassified from County "PIE" to City "IN: Institutional."

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

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

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

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

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

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

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

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

S E A L

Ed Wolf, Mayor

ATTEST:

Joseph Jacobs, City Clerk

First Reading: _____

Second Reading: _____

Approved as to form:

Jerri A. Blair, City Attorney

Ordinance O2013-34
“Exhibit A”
Mills Property
Zoning Map Designation



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

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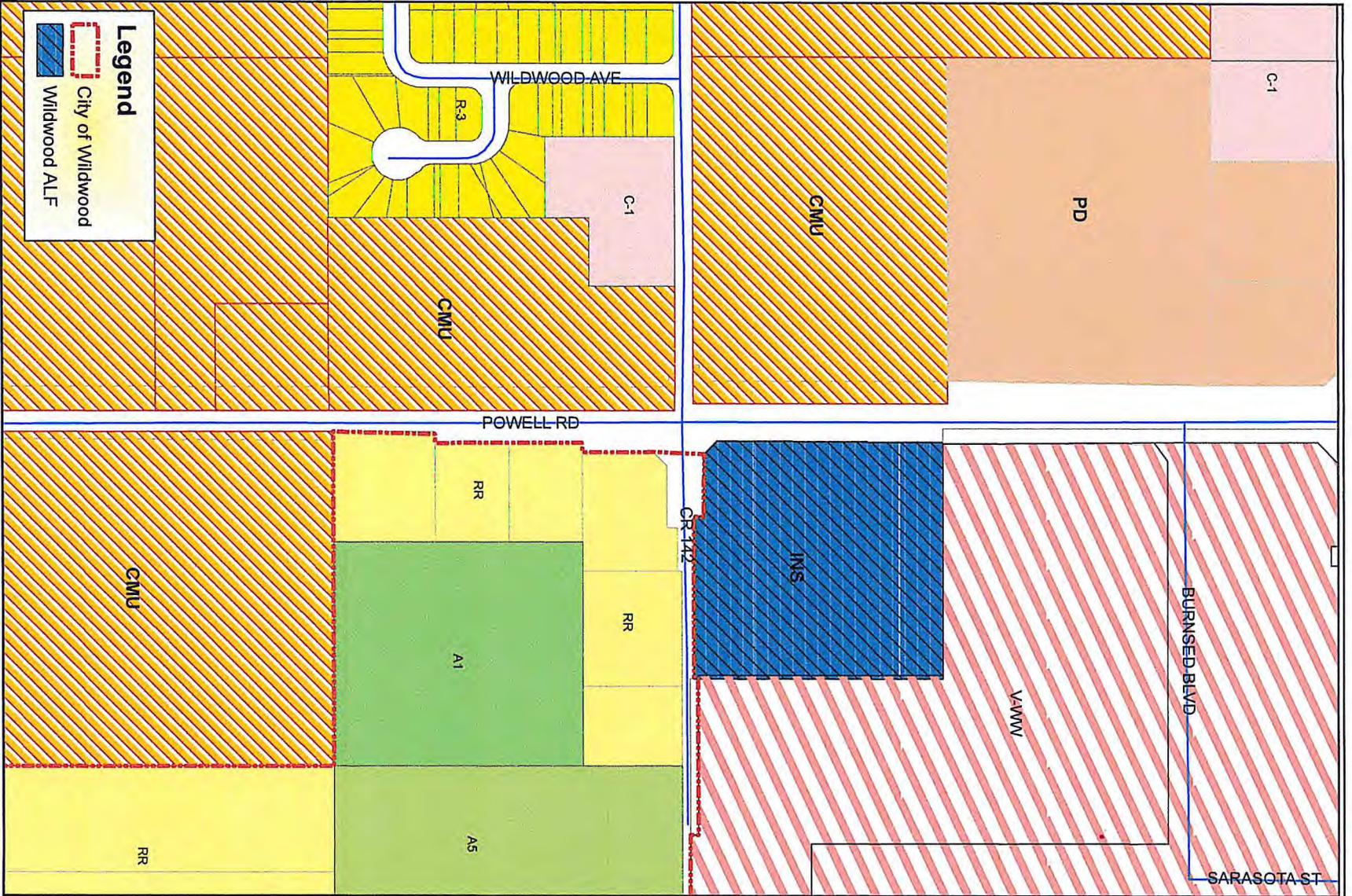
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WILDWOOD ALF

WILDWOOD, FLORIDA



June 11
Page 9

Item 12
Page 1

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Bright Oaks Comp. Plan Amendment, CP 1307-02

Approval of Ordinance O2013-35.

REQUESTED ACTION:

<input type="checkbox"/> Work Session (Report Only)	DATE OF MEETING:	<u>8/12/13 First Reading</u>
<input checked="" type="checkbox"/> Regular Meeting	<input type="checkbox"/> Special Meeting	<u>8/26/13 Adoption</u>

CONTRACT: N/A Vendor/Entity: _____

Effective Date: _____ Termination Date: _____

Managing Division / Dept: _____

BUDGET IMPACT: _____

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

HISTORY/FACTS/ISSUES:

The applicants, Geneva Hampton, Donnie Ford, and Doris Ford, seek approval for a Small Scale Future Land Use Map Amendment to the adopted Comprehensive Plan. On August 6, 2013 the case was heard before the Planning and Zoning Board/Special Magistrate acting as the Local Planning Agency in which the Special Magistrate recommended approval of Ordinance O2013-35. **Staff also recommends approval of Ordinance 02013-35 (attached).**

The 3.5 +/- acre subject parcel is intended to be developed as an Assisted Living Facility. The amendment reassigns the property from Sumter County "Rural Residential" to City "Public Facilities." 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 "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;
- 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.

Jan 12
Page 2

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.



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, August 6, 2013 by the Special Magistrate. The applicant seeks a small scale comprehensive plan amendment from County "Rural Residential" to City "Public Facilities" on 3.5 +/- acres. The site is generally located on the west side of Powell Road, south of Huey Street.

Case: CP 1307-02

Parcels: G08=003

Owner: Geneva M. Hampton, Donnie Ford, and Doris Ford

Applicant: SAME

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

Based upon the testimony and information presented, the Special Magistrate recommends approval of the small scale land use map amendment and favorable recommendation of Ordinance O2013-35 to the City Commission.

Dated: _____

/Proposed/

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

Item #4
Page 4



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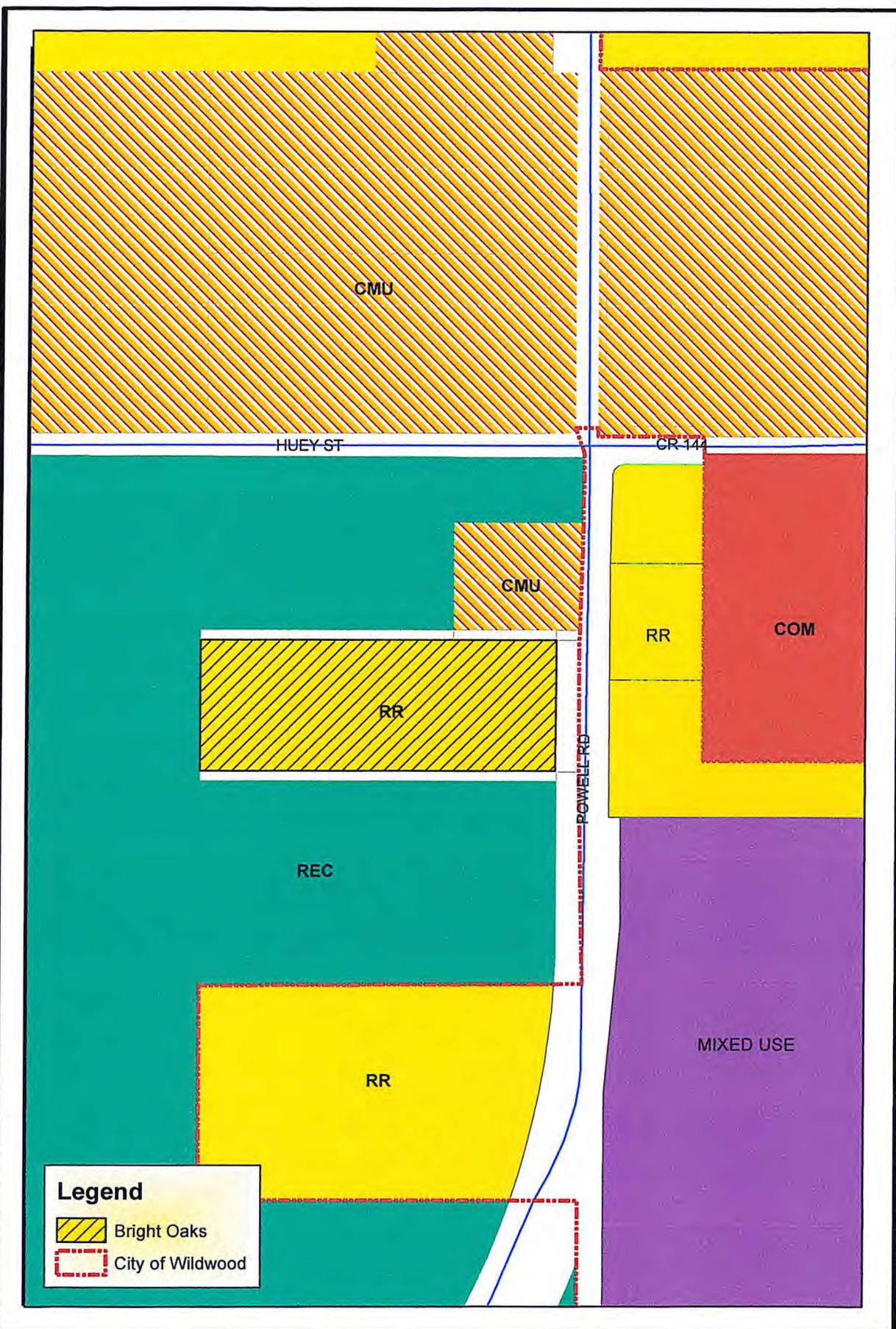
City of Wildwood
100 North Main Street
Wildwood, FL 34485
Phone: (352) 330-1330
www.wildwood-fl.gov



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BRIGHT OAKS

WILDWOOD, FLORIDA



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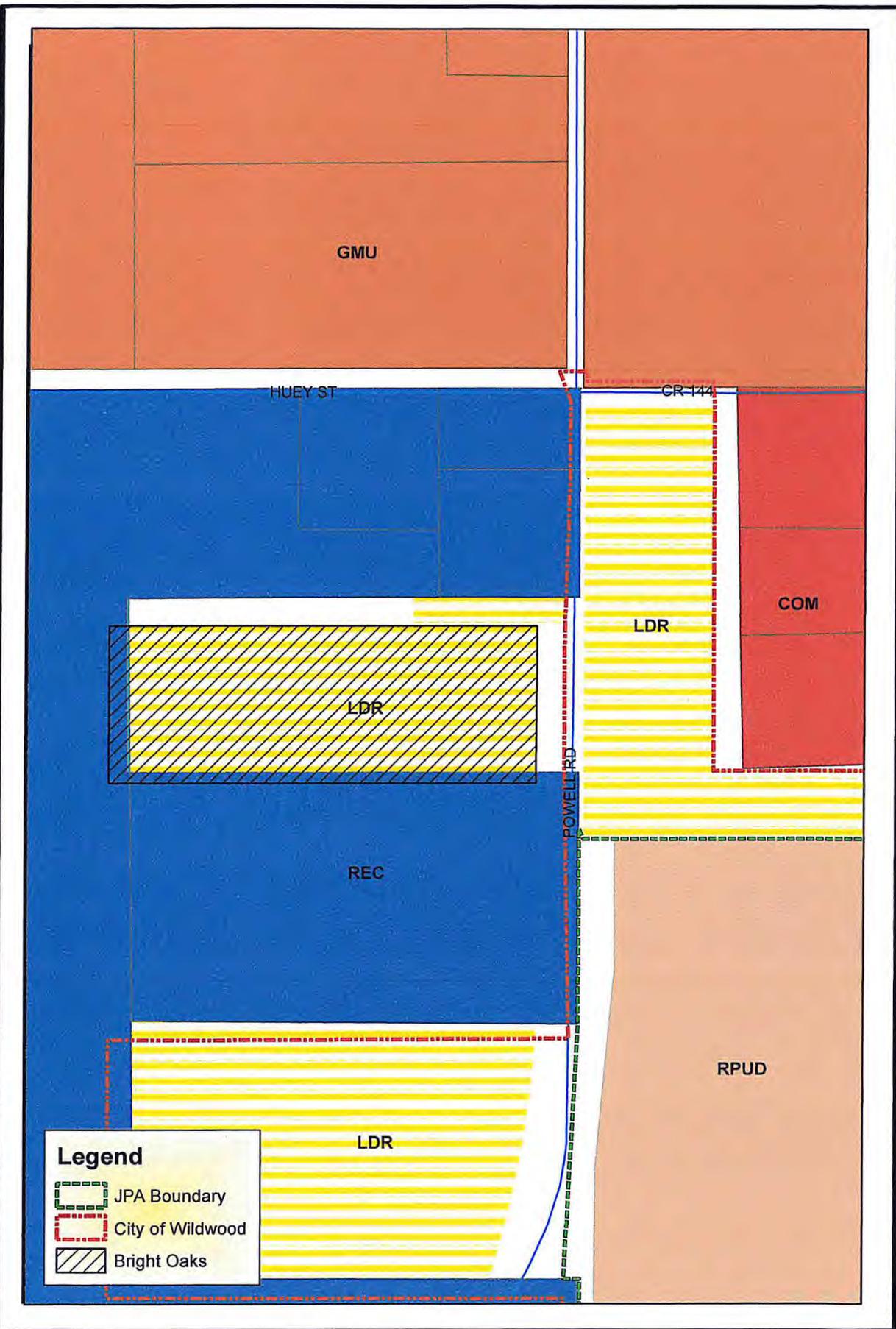
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BRIGHT OAKS

WILDWOOD, FLORIDA



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BRIGHT OAKS

WILDWOOD, FLORIDA



*Item 12
Page 7*

VIA HAND DELIVERY

July 5, 2013

Mr. Paul Ketz
CITY OF WILDWOOD
100 N. Main Street
Wildwood, FL 34785

RE: **BRIGHT OAKS - LAND USE & ZONING CHANGE JUSTIFICATION**

Dear Mr. Ketz:

The justification for land use and zoning change:

The subject 3.5 acre site is currently designated as Rural Residential which under Policy 1.1.6 of the Future Land Use Element would allow up to 1 residential unit per acre. The requested change to Public Facility would allow for the proposed use of Adult Congregate Living Facility (ACLF) under Policy 1.1.21 of the Future Land Use Element. The proposed land use change is consistent with the City of Wildwood comprehensive plan as outlined below:

- The City has adopted new Land Development Regulations (LDRs) in compliance with the comprehensive plan which states all city requirements, procedures, and approval process will ensure requirements that projects will comply with the adopted plan.
- Mandatory studies for environmental, traffic, engineering, and geotechnical engineering to ensure compliance with State, Federal, Regional, MPO, and local regulations including the comprehensive plan. Drainage compliance will meet Policy 1.7.2 of the Public Facilities Element and meet permitting.
- The future land use and zoning change is still maintaining the same character as the surrounding parcels.
- The future land use and zoning change will have minimal to no impact on surrounding transportation, recreation, and school facilities. The Future Land Use Element addresses these items in Objective 1.16 and supporting Policy 1.16.4 and this parcel already has access to existing utility services. The proposed change will be in compliance with Transportation Element Policy 1.6.4 and Policy 1.8.4. The proposed change will also be in compliance with Public Facilities Element Policies 1.1.1, 1.3.5, 1.3.6, 1.5.3, 1.5.4, and 1.5.5. There are existing utility services available and the proposed change will have minimal impact.

Mr. Paul Ketz

July 5, 2013

Page 2

- Conservation issues will be addressed via permitting with the Southwest Florida Water Management District. Other requirements within the future land use element and the conservation element will be adhered to; policies 1.14.1, 1.14.2, 1.14.3, 1.14.7, and 1.14.8. Compliance with all conservation objectives and supporting policies Wetlands, Water Bodies, and Natural Water Bodies will be adhered to.
- This proposed amendment could be considered a de minimis amendment due to maintaining the same uses as the surrounding parcels and minimal impact.

Should you have any questions regarding this matter, please feel free to contact our office.

Sincerely,
FARNER, BARLEY & ASSOCIATES, INC.



Jeffrey A. Head, P.E.

JAH/tr

ORDINANCE NO. O2013-35

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

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=003
3.5 +/- Acres

Legal Description

BEGINNING ONE HUNDRED AND FIVE AND ONE THIRD (105 1/3) YARDS SOUTH OF THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, AND RUNNING THENCE WEST TWO HUNDRED AND THIRTY (230) YARDS; THENCE SOUTH EIGHTY-FOUR (84) YARDS; THENCE EAST TWO HUNDRED AND THIRTY (230) YARDS; THENCE NORTH EIGHT-FOUR (84) YARDS BACK TO THE POINT OF BEGINNING, LESS ROAD RIGHT OF WAY.

ALSO LESS AND EXCEPT THAT PORTION CONVEYED TO SUMTER COUNTY BY RIGHT-OF-WAY DEED RECORDED IN O.R. BOOK 2105, PAGE 553, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 8; THENCE SOUTH 00°27'24" WEST ALONG THE EAST LINE OF SAID NORTHEAST 1/4 OF SECTION 8, A DISTANCE OF 316.03 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID NORTHEAST 1/4 OF SECTION 8; THENCE NORTH 89°33'36" WEST ALONG SAID SOUTH LINE FOR 4.49 FEET TO THE WESTERLY RIGHT OF WAY PER

SUMTER COUNTY MAINTENANCE MAP FOR COUNTY ROAD NO. 139 AND THE POINT OF BEGINNING; THENCE SOUTH 01°08'59" WEST ALONG SAID WESTERLY RIGHT OF WAY FOR 252.00 FEET TO THE SOUTH LINE OF THE NORTH 568.00 FEET OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8; THENCE NORTH 89°35'13" WEST ALONG SAID SOUTH LINE FOR 42.46 FEET TO A LINE 50.00 FEET WEST OF, WHEN MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH, THE EAST LINE OF SAID NORTHEAST 1/4 OF SECTION 8; THENCE NORTH 00°27'24" EAST ALONG SAID PARALLEL LINE FOR 252.00 FEET TO THE AFORESAID SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8; THENCE SOUTH 89°33'36" EAST ALONG SAID SOUTH LINE FOR 45.51 FEET TO THE POINT OF BEGINNING.

CONTAINS THEREIN 3.5 ACRES, MORE OR LESS.

This property is to be reclassified from County comprehensive plan category "Rural Residential" to City comprehensive plan category "Public Facilities."

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

SECTION 1. The proposed amendment has been found to be consistent with the purpose and intent of the Joint Planning Area between the City and Sumter County.

SECTION 2. 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 3. All ordinances or parts of ordinances in conflict herewith, be, and the same are hereby repealed.

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

SECTION 5. This Ordinance shall take effect upon its final reading by the City Commission of the City of Wildwood.

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

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

S E A L

Ed Wolf, Mayor

ATTEST:

Joseph Jacobs, City Clerk

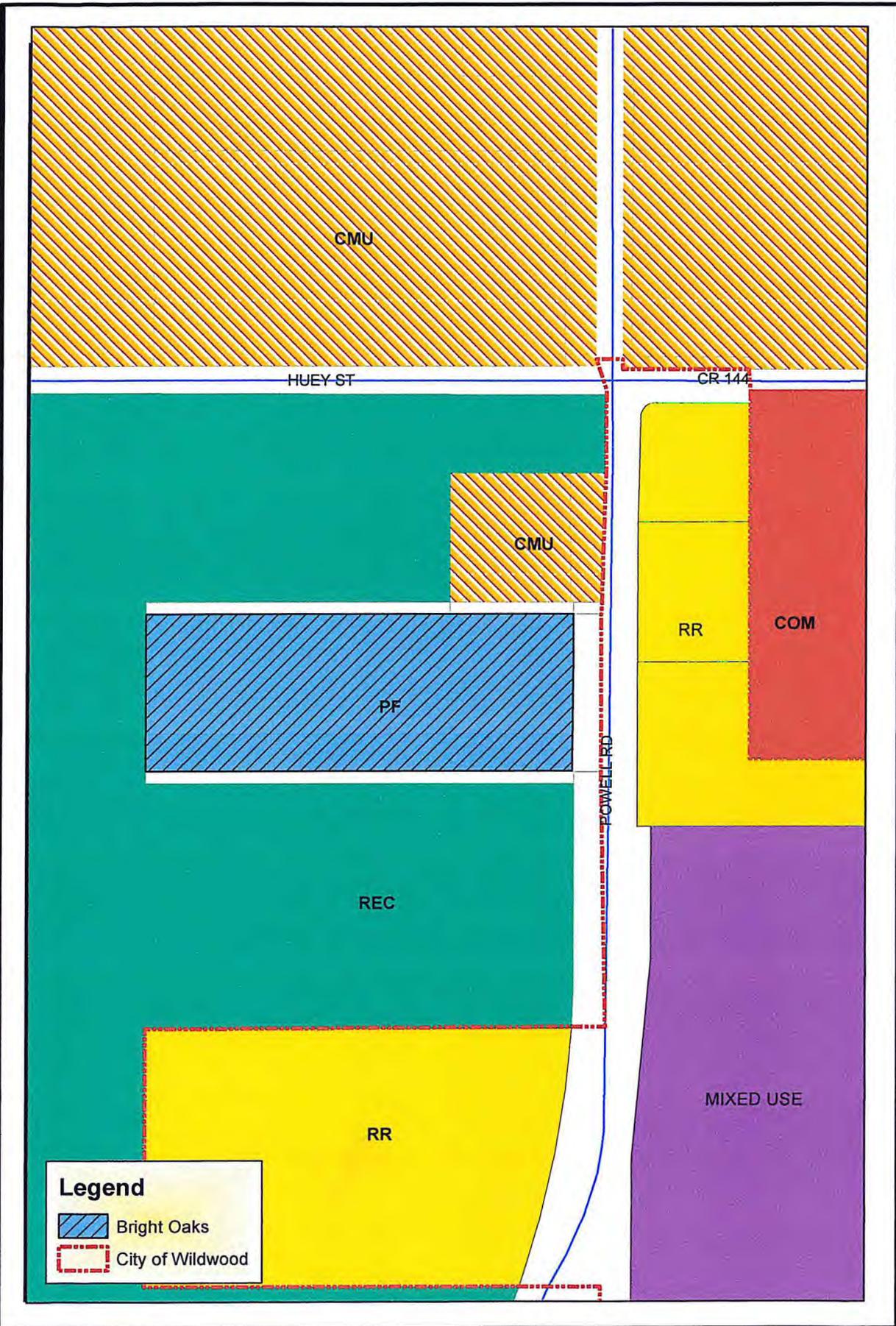
First Reading: _____

Second Reading: _____

Approved as to form:

Jerri A. Blair, City Attorney

Ordinance O2013-35
“Exhibit A”
Bright Oaks
Future Land Use Map Designation



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



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BRIGHT OAKS
WILDWOOD, FLORIDA

*Item B2
Page 1*

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Bright Oaks Rezoning – RZ 1307-02

Approval of Ordinance O2013-36.

REQUESTED ACTION:

<input type="checkbox"/> Work Session (Report Only)	DATE OF MEETING:	<u>8/12/13 First Reading</u>
<input checked="" type="checkbox"/> Regular Meeting	<input type="checkbox"/> Special Meeting	<u>8/26/13 Adoption</u>

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

BUDGET IMPACT: _____

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

HISTORY/FACTS/ISSUES:

The applicants, Geneva Hampton, Donnie Ford and Doris Ford, seek approval from the City Commission for a rezoning from Sumter County "RR" to City of Wildwood "IN: Intuitional."

The 3.5 +/- acre subject property is located west of Powell Road and south of Huey Street. The property is subject to a concurrent Small Scale Comprehensive Plan amendment to change the future land use to City "Public Facilities". The requested zoning of "IN: Institutional" would bring the property into compliance with the proposed Future Land Use Map designation.

Staff recommends approval of Ordinance 02013-36 subject to approval of Ordinance O2013-35, which establishes a future land use appropriate to the proposed zoning.

Case RZ 1307-02 was considered by the Planning & Zoning Board/Special Magistrate on Tuesday, August 6th, 2013. 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, August 6, 2013 by the Special Magistrate. The applicant seeks approval and favorable recommendation from the City of Wildwood Planning and Zoning Board/Special Magistrate for a Zoning Map Amendment from Sumter County "RR" to City "IN: Institutional" for parcel G08=003 on 3.5 +/- acres. The site is generally located on the west side of Powell Road, south of Huey Street.

Case: RZ 1307-02

Parcel: G08=003

Owners: Geneva M. Hampton, Donnie Ford, and Doris Ford

Applicants: SAME

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

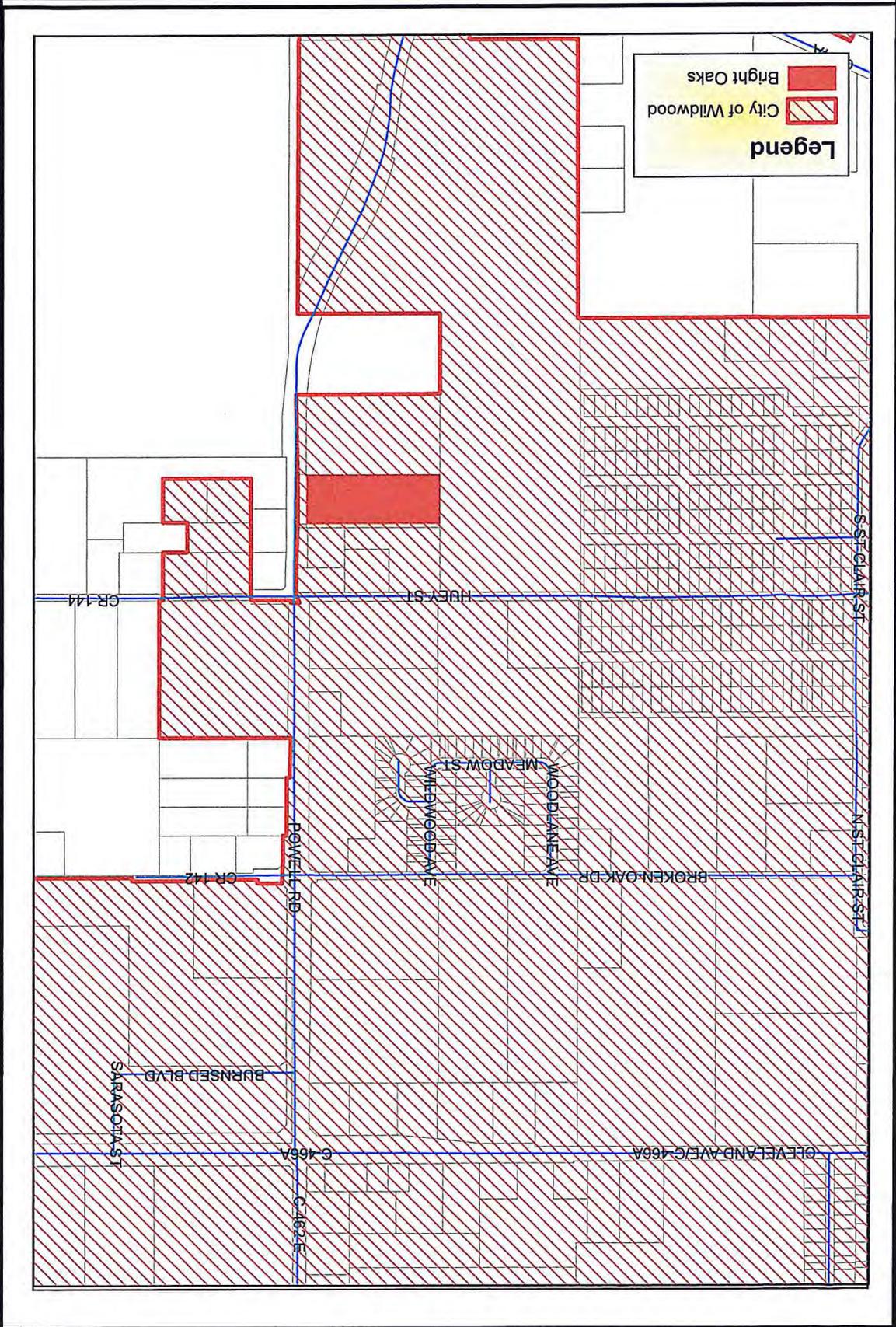
Based upon the testimony and information presented, the Special Magistrate recommends approval of the Zoning Map Amendment and favorable recommendation of O2013-36 to the City Commission.

Dated: _____

/Proposed/

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

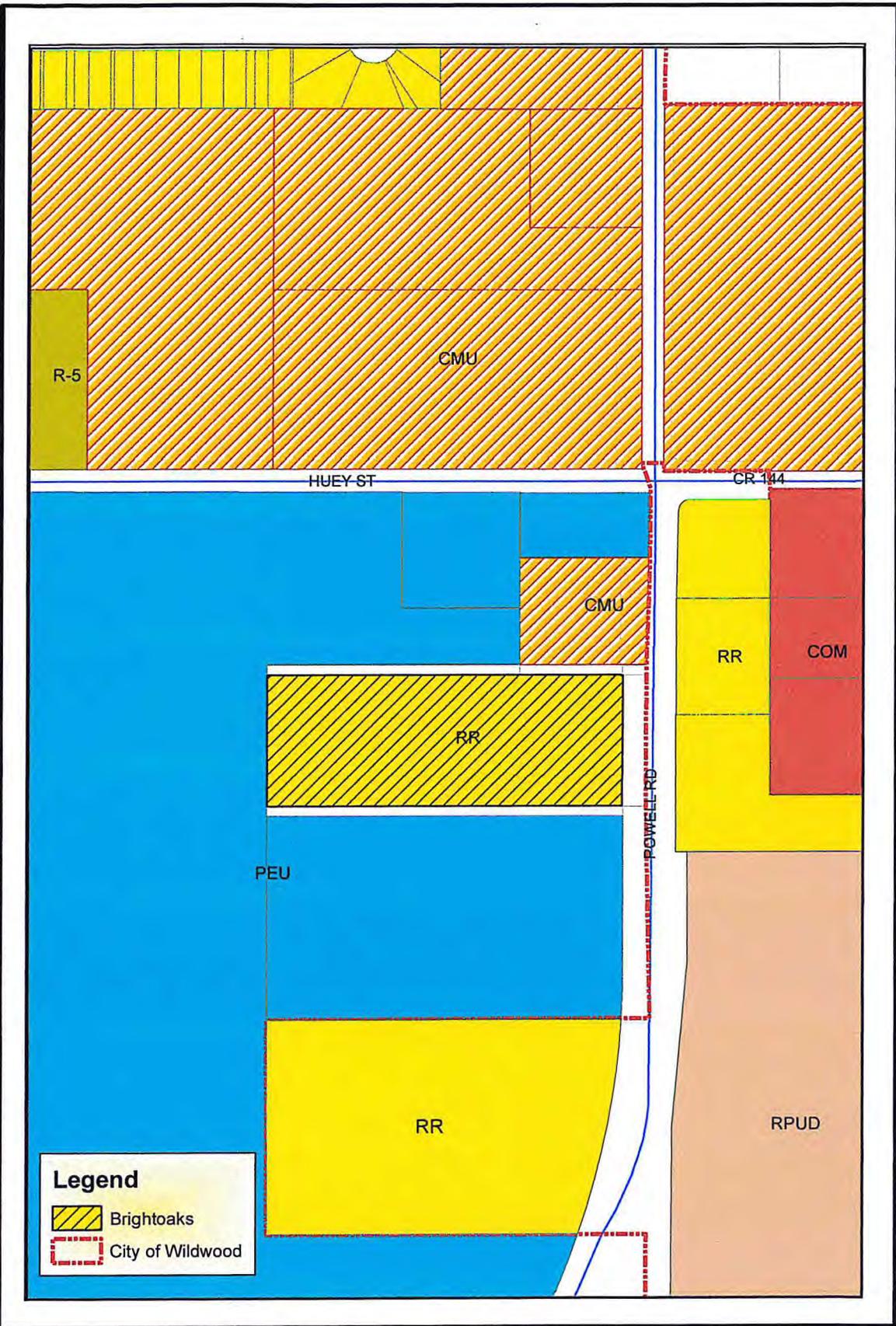
Location Map		June 2013	 	City of Wildwood 100 North Main Street Wildwood, FL 34485 Phone: (352) 330-1330 www.wildwood-fl.gov	
BRIGHT OAKS		WILDWOOD, FLORIDA			



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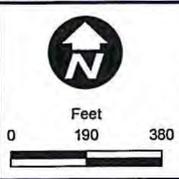
Item 13
Page 5



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Phone: (352) 330-1330
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BRIGHT OAKS	
WILDWOOD, FLORIDA	
July 2013	EXISTING ZONING

ORDINANCE NO. O2013-36

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=003
3.5 +/- Acres

LEGAL DESCRIPTION

BEGINNING ONE HUNDRED AND FIVE AND ONE THIRD (105 1/3) YARDS SOUTH OF THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, AND RUNNING THENCE WEST TWO HUNDRED AND THIRTY (230) YARDS; THENCE SOUTH EIGHTY-FOUR (84) YARDS; THENCE EAST TWO HUNDRED AND THIRTY (230) YARDS; THENCE NORTH EIGHT-FOUR (84) YARDS BACK TO THE POINT OF BEGINNING, LESS ROAD RIGHT OF WAY.

ALSO LESS AND EXCEPT THAT PORTION CONVEYED TO SUMTER COUNTY BY RIGHT-OF-WAY DEED RECORDED IN O.R. BOOK 2105, PAGE 553, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 8; THENCE SOUTH 00°27'24" WEST ALONG THE EAST LINE OF SAID NORTHEAST 1/4 OF SECTION 8, A DISTANCE OF 316.03 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID NORTHEAST 1/4 OF SECTION 8; THENCE NORTH 89°33'36" WEST ALONG SAID SOUTH LINE FOR 4.49 FEET TO THE WESTERLY RIGHT OF WAY PER SUMTER COUNTY MAINTENANCE MAP FOR COUNTY ROAD NO. 139 AND THE POINT OF BEGINNING; THENCE SOUTH 01°08'59" WEST ALONG SAID WESTERLY

RIGHT OF WAY FOR 252.00 FEET TO THE SOUTH LINE OF THE NORTH 568.00 FEET OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8; THENCE NORTH 89°35'13" WEST ALONG SAID SOUTH LINE FOR 42.46 FEET TO A LINE 50.00 FEET WEST OF, WHEN MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH, THE EAST LINE OF SAID NORTHEAST 1/4 OF SECTION 8; THENCE NORTH 00°27'24" EAST ALONG SAID PARALLEL LINE FOR 252.00 FEET TO THE AFORESAID SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8; THENCE SOUTH 89°33'36" EAST ALONG SAID SOUTH LINE FOR 45.51 FEET TO THE POINT OF BEGINNING.

CONTAINS THEREIN 3.5 ACRES, MORE OR LESS.

This property is to be reclassified from County "RR" to City "IN: Institutional."

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.

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

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

S E A L

Ed Wolf, Mayor

ATTEST: _____
Joseph Jacobs, City Clerk

First Reading: _____

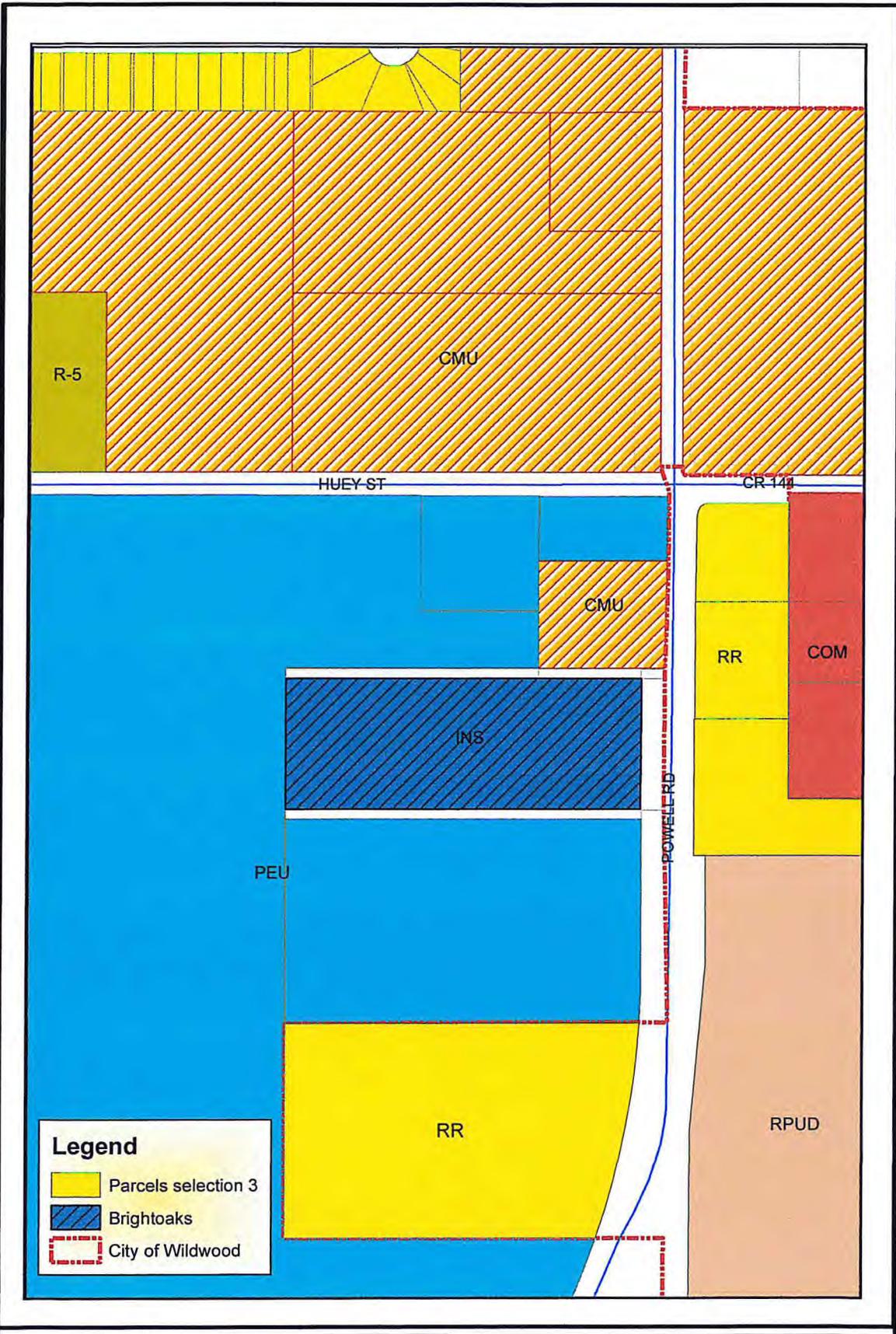
Second Reading: _____

Approved as to form:

Jerri A. Blair, City Attorney

Ordinance O2013-36
“Exhibit A”
Bright Oaks
Zoning Map Designation

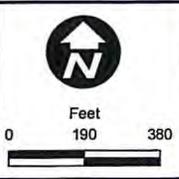
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I:\Term\GIS\Map\Proposed Zoning and FLU\Proposed Zoning - Brightoaks.mxd - 7/24/2013 11:08:16 AM - lorneal



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



BRIGHT OAKS	
WILDWOOD, FLORIDA	
July 2013	PROPOSED ZONING

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CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Parkwood Planned Development Modification RZ 1307-04

Approval of Ordinance O2013-38.

REQUESTED ACTION:

<input type="checkbox"/> Work Session (Report Only)	DATE OF MEETING:	<u>8/12/13 First Reading</u>
<input checked="" type="checkbox"/> Regular Meeting	<input type="checkbox"/> Special Meeting	<u>8/26/13 Adoption</u>

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

BUDGET IMPACT: _____

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

HISTORY/FACTS/ISSUES:

The applicant, Parkwood Sumter Properties, Inc., seeks approval from the City Commission for a modification to the Parkwood Planned Development (PD) to defer to the current Land Development Regulations (LDRs) in certain situations; more specifically, to allow for less restrictive accessory structure setbacks for those lots where the Ordinance is silent.

As this is an existing subdivision, the change is consistent with the comprehensive plan and the existing land use pattern of the surrounding area; public facilities will not be impacted. Changes to the Land Development Regulations (LDRs) have made this amendment desirable for the applicant. **Staff recommends approval of Ordinance O2013-38.**

Case RZ 1307-04 was considered by the Planning & Zoning Board/Special Magistrate on Tuesday, August 6, 2013. The Planning & Zoning Board/Special Magistrate gave a favorable recommendation of the planned development modification and Ordinance O2013-38 to the City Commission for your consideration and approval.

Melanie D. Peavy
Development Services Director

City of Wildwood
Planning & Zoning Board/Special Magistrate

The case below was heard on Tuesday, August 6, 2013 by the Special Magistrate. The applicant seeks approval and favorable recommendation from the City of Wildwood Planning and Zoning Board/Special Magistrate for a modification to the Parkwood Planned Development (PD) to defer to the current Land Development Regulations (LDRs) in certain situations; more specifically, to allow for less restrictive accessory structure setbacks for those lots where the Ordinance is silent. The site is generally located on the west side of C-101, approximately a half mile north of C-466.

- Case:** RZ 1307-04
- Parcel:** D09M380, et. al.
- Owner:** Parkwood Sumter Properties, Inc.
- Applicant:** Parkwood Sumter Properties, Inc.

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

Based upon the testimony and information presented, the Special Magistrate recommends approval of the Planned Development modification and favorable recommendation of O2013-38 to the City Commission.

Dated: _____

/Proposed/

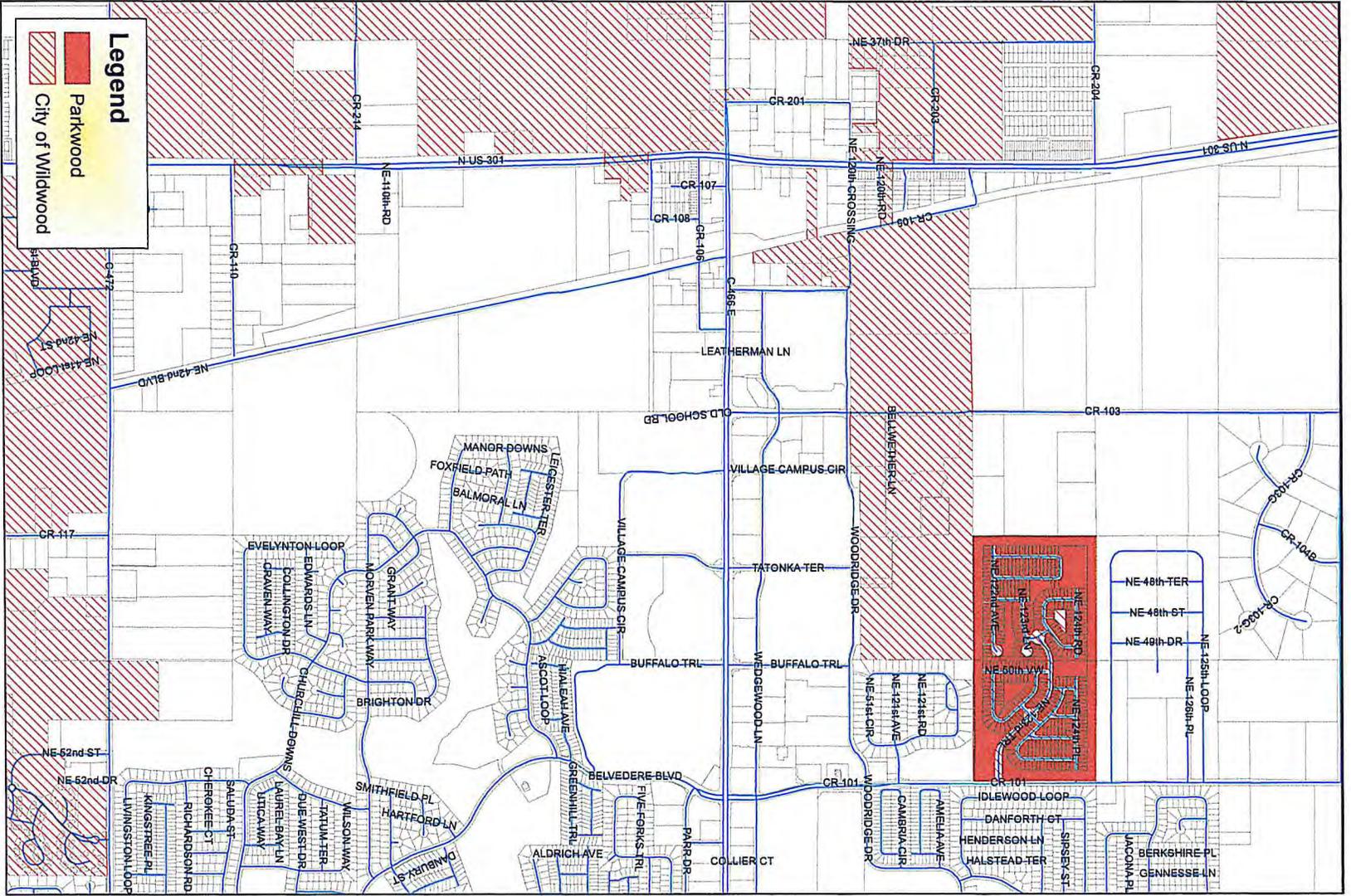
Archie O. Lowry, Jr.
Special Magistrate City of Wildwood



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



PARKWOOD
WILDWOOD, FLORIDA
LOCATION MAP
July 2013



*Steve 144
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ORDINANCE #~~2010-11~~2013-38

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, COUNTY OF SUMTER, STATE OF FLORIDA,; RECLASSIFYING THE ZONING FROM COUNTY RPUD TO CITY PLANNED UNIT DEVELOPMENT FOR CERTAIN PROPERTY WITHIN THE CITY OF WILDWOOD, FLORIDA OWNED BY PARKWOOD SUMTER PROPERTIES, INC.; PROVIDING FOR THE TERMS AND CONDITIONS OF THE PLANNED UNIT DEVELOPMENT; PROVING FOR CONSISTENCY WITH THE COMPREHENSIVE PLAN; PROVIDING FOR AMENDMENT TO THE OFFICIAL ZONING MAP; ; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; RESCINDING REPEALING ORDINANCE #~~2010-04~~#2010-11; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Wildwood, FL, annexed the PUD property described below on September 25, 2007. At the time of annexation, the future land use was County High Density Residential and the zoning was County RPUD. Per the City’s Land Development Regulations, upon annexation, the County land use and zoning remain applicable until such time as the City amends its comprehensive plan to change the future land use to a City designation and amends the zoning;

WHEREAS, the City of Wildwood, FL agreed to the terms of the Sumter County approved PUD establishing density, lot configurations, amenities and property design;

WHEREAS, the construction plans for “Parkwood Village” dated 11/19/2007 along with a memorandum of agreement between Sumter County and Parkwood Sumter, LLC currently govern the PUD property;

WHEREAS, the developer has requested an amendment to the PUD zoning to allow for a zero lot line setback on all lots whose rear property line is adjacent to the 100’ buffer or a dry retention area, with no rear or abutting home, a zero lot line set back on all lots whose rear property line is adjacent to any area not containing a buildable lot or abutting home and a 10’ set back from the road Right of Way for those lots located on NE 123rd Trail. (Lots specifically listed in Section c. — Residential); defer to the current Land Development Regulations (LDRs) in certain situations; specifically to allow for less restrictive accessory setbacks for those lots where the Ordinance is silent;

WHEREAS, the City of Wildwood requires a PUD Ordinance to specify terms and conditions of the PUD zoning.

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

Section 1: Property Description and Zoning Classification.

- a. The following described property, owned by Parkwood Sumter Properties, Inc., is located in the City of Wildwood, Florida:

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING ALL OF THE NW ¼ OF THE SW ¼ OF SECTION 9, TOWNSHIP 18 SOUTH, RANGE 23 EAST, TOGETHER WITH ALL OF THE NE ¼ OF THE SE ¼ OF SECTION 8, TOWNSHIP 18 SOUTH, RANGE 23 EAST. SAID LANDS LYING IN SUMTER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 9, TOWNSHIP 18 SOUTH, RANGE 23 EAST; THENCE NORTH 89°32'22" WEST ALONG THE NORTH LINE OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 9, TOWNSHIP 18 SOUTH, RANGE 23 EAST, A DISTANCE OF 1324.68 FEET TO THE NORTHEAST CORNER OF THE NE ¼ OF THE SE ¼ OF SAID SECTION 8, TOWNSHIP 18 SOUTH, RANGE 23 EAST; THENCE NORTH 89°32'42" WEST ALONG THE NORTH LINE OF THE NE ¼ OF THE SE ¼ OF SAID SECTION 8, TOWNSHIP 18 SOUTH, RANGE 23 EAST, A DISTANCE OF 1337.48 FEET TO THE NORTHWEST CORNER OF THE NE ¼ OF THE SE ¼ OF SAID SECTION 8, TOWNSHIP 18 SOUTH, RANGE 23 EAST; THENCE SOUTH 00°20'46" WEST ALONG THE WEST LINE OF THE NE ¼ OF THE SE ¼ OF SAID SECTION 8, TOWNSHIP 18 SOUTH, RANGE 23 EAST, A DISTANCE OF 1323.66 FEET TO THE SOUTHWEST CORNER OF THE NE ¼ OF THE SE ¼ OF SAID SECTION 8, TOWNSHIP 18 SOUTH, RANGE 23 EAST; THENCE SOUTH 89°30'54" EAST ALONG THE SOUTH LINE OF THE NE ¼ OF THE SE ¼ OF SAID SECTION 8, TOWNSHIP 18 SOUTH, RANGE 23 EAST, A DISTANCE OF 1336.63 FEET TO THE SOUTHWEST CORNER OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 9, TOWNSHIP 18 SOUTH, RANGE 23 EAST; THENCE SOUTH 89°28'04" EAST ALONG THE SOUTH LINE OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 9, TOWNSHIP 18 SOUTH, RANGE 23 EAST, A DISCTANCE OF 1325.21 FEET TO THE SOUTHEAST CFORNER OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 9, TOWNSHIP 18 SOUTH, RANGE 23 EAST; THENCE NORTH 00°21'37" EAST ALONG THE EAST LINE OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 9, TOWNSHIP 18 SOUTH RANGE 23 EAST, A DISTANCE OF 1326.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,526,072 SQUARE FEE (80.9475 ACRES) MORE OR LESS, INCLUDING RIGHT-OF-WAY.

- b. The above-described property shall be referred to in this ordinance as the PUD property.

Section 2:

PUD property is subject to the following terms and conditions:

a. General

1. Development of this project shall be governed by the contents of this ordinance and applicable sections of the City of Wildwood Land Development Regulations and Code of Ordinances and all other applicable rules, regulations and ordinances of the City.
2. Where in conflict, the terms of this ordinance shall take precedence over the City of Wildwood Land Development Regulations and Code of Ordinances, and all other applicable rules, regulations and ordinances of the City.
3. Unless otherwise noted, the definition of all terms shall be the same as the definitions set forth in the City of Wildwood Land Development Regulations.
4. The purpose of this PUD is to:
 - i. Create an attractive and high-quality environment which is compatible with the scale and character of the local environment;
 - ii. Protect and enhance the environment, and promote sustainable development principles;
 - iii. Develop a residential area that is safe, comfortable and attractive to pedestrians;
 - viii. Maximize open space in the development.

b. Land Uses

The Planned Unit Development is residential in nature and elements in the plan include single family residential, clubhouse pool area and open space areas. The proposed conceptual plan is attached hereto as exhibit "A".

Total Project: 80.947 acres

Residential: 48.485 acres

Amenities/Recreation	4.950 acres	
Open Space:	26.447 acres	Exceeds 25% minimum
Dedicated ROW	1.065 acres	

Non-substantial deviations from the acreages shall be allowed provided there is no increase in density or intensity.

The residential component of the development consists of 378 single family residential units on approximately 48.5 acres. The maximum density shall be 6 units per acre. The project may contain a mix of residential uses.

Single Family Lot Set-Backs

- Front – 25 feet
- Side – 10 feet
- Side – zero lot line
- Rear – 10 feet with the exception of properties listed below

Zero lot line set back shall apply on all lots whose rear property line is adjacent to the 100' buffer or a dry retention area, with no rear or abutting home, more specifically:

- Lots 1-18
- Lots 27
- Lots 35-37
- Lots 45
- Lots 57-59
- Lots 76-83, 89
- Lots 142-197
- Lots 203-218
- Lots 245-252
- Lots 256-261
- Lots 264-268
- Lots 284-326

Zero lot line set back on all lots whose rear property line is adjacent to any area not containing a buildable lot or abutting home, more specifically:

- Lots 19-24
- Lots 50-53
- Lots 219-235
- Lot 348
- Lots 367-368
- Lots 376-378

The zero rear lot line on the above listed lots, shall apply only to accessory structures. On lots with an approved zero rear lot line for accessory structures, the set back from the house shall be a minimum of 5 feet.

A 15' set back from the road Right-of-Way for those lots located on NE 123rd Trail, more specifically:

- Lots 25-26
- Lots 73-75
- Lots 198-202
- Lots 236-244
- Lots 271-278
- Lots 327-333

A 5' rear set back from structure and/or accessory structures along those lots abutting the clubhouse area, more specifically:

- Lots 279-283

Maximum Building Height: 3 stories or 35 feet, unless jointly approved by the Sumter County Fire Department and the City Commission.

c. Recreation

1. The project shall contain a clubhouse, pool, picnic pavilions, sporting areas and playground area.
2. The minimum allocation of open space areas shall be the following 25% of the gross project site or 20.24 acres.

The open space system shall be provided and calculated as specified in the plans originally approved by Sumter County and may include, but not be limited to, project buffer areas, recreation area, landscaped areas, and portions of storm water management system. The open space shall be interconnected wherever possible to provide a continuous network within and adjoining the site.

d. Maintenance of Common Areas

Maintenance and repair of structures, lawn mowing, and landscaping maintenance of all common and residential areas within the Project shall be the responsibility of the property owner, at no cost or obligation to the City. Guidelines shall be agreed upon by the developer and the City of Wildwood. Should the landlord/property owner/developer fail to timely perform these requirements, the City has the right, but not the obligation, to enforce these requirements on the

landlord/property owner/developer and be reimbursed for reasonable attorney's fees, costs and expenses. . A failure by the City to enforce this right shall not constitute a waiver.

e. Enforcement of Rules and Regulations

The developer/owner shall develop and provide rules and regulations which shall be binding and enforceable upon all tenants. Such rules and regulations shall be satisfactory to the City of Wildwood or its designated agent prior to permits being issued for construction of the improvements. If the property owner/landlord fails to enforce the rules and regulations, then the City of Wildwood shall have the right, but not the obligation, to enforce such rules and regulations upon the developer or landlord and the City should be entitled to reasonable attorney's fees and costs for enforcement regardless of whether or not a suit has been filed. . A failure by the City to enforce this right shall not constitute a waiver.

f. Amendments

Any substantial deviation from the terms of this Ordinance, shall be approved by the City Commission in accordance with the legal procedures to amend zoning ordinances.

Section 3: Consistent with Comprehensive Plan.

The zoning shall be consistent with City's Comprehensive Plan.

Section 4: Official Zoning Map.

The Development Services Director, or designee, is hereby authorized to amend, alter, and implement the official zoning maps of the City of Wildwood, Florida, to include said designation.

Section 5: Severability.

If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 6: Conflict.

That the City of Wildwood Land Development Regulations (LDRs) are consistent with the provisions of the "Planned Development Agreement" as hereinafter set forth in Section 2 of this Ordinance. With respect to any conflict between the Land Development Regulations and the "Planned Development Agreement," the provisions of the "Planned Development Agreement" shall govern. Unless specific conditions are included in the "Planned Development Agreement" waiving or replacing the terms and conditions of the Land Development Regulations, the terms and conditions of the most current Land Development Regulations shall prevail.

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With regard to the PUD property, this ordinance shall prevail if there is a conflict with any other ordinance. However, to the extent there is no conflict, all other ordinances are applicable to the PUD property.

Section 7: ~~Ordinance number O2010-04, enacted on September 25, 2007~~ Ordinance Number O2010-11, enacted on June 28, 2010 is hereby ~~reseinded~~ repealed.

Section 8: Effective Date.

This Ordinance shall become effective upon ~~the approval of the City's 2035 Comprehensive Plan~~ its approval and adoption by the City Commission.

PASSED AND ORDAINED in regular session of the City Commission of the City of Wildwood, Sumter County, Florida, this ___ day of _____, ____.

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

ATTEST: _____
Joseph Jacobs, City Clerk

ED WOLF, MAYOR

First Reading: _____
Second Reading: _____

Approved as to Form:

Jerri A. Blair, City Attorney

*Step 15
Page 1*

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Ordinance O2013-39: Annexation of Parcel D17=062

Approval of Ordinance O2013-39.

REQUESTED ACTION:

<input type="checkbox"/> Work Session (Report Only)	DATE OF MEETING:	<u>8/12/13 First Reading</u>
<input checked="" type="checkbox"/> Regular Meeting	<input type="checkbox"/> Special Meeting	<u>8/26/13 Adoption</u>

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

BUDGET IMPACT: _____

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

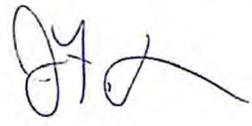
HISTORY/FACTS/ISSUES:

The applicant, Richard Beavers, has submitted a voluntary annexation application for parcel D17=062. The property totals 4.75 +/- acres and is located on C-466 east of C-106.

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.

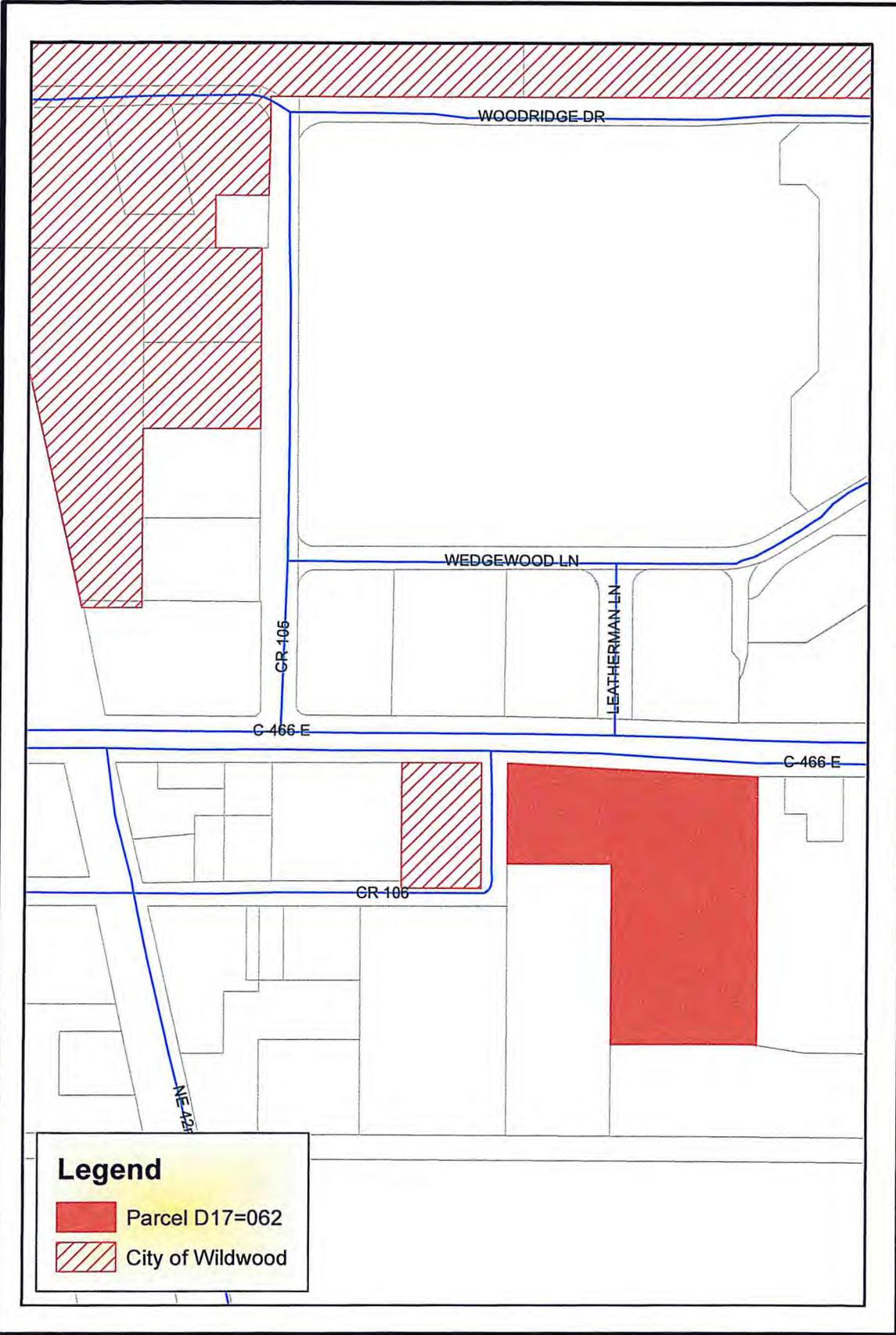
The applicant has also submitted Small Scale Comprehensive Plan Amendment and Rezoning applications for the subject property. Those applications will be brought to Commission in the near future should the Commission move to annex the property.

Staff recommends approval of Ordinance O2013-39.



Jason McHugh
Development Services Coordinator





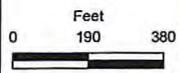
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Legend

-  Parcel D17=062
-  City of Wildwood



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



PARCEL D17=062

WILDWOOD, FLORIDA

August 2013

LOCATION MAP

ORDINANCE NO. O2013-39

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROVIDING FOR THE VOLUNTARY ANNEXATION OF CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 4.75 ACRES BEING GENERALLY LOCATED ON THE SOUTH SIDE OF C-466 AND EAST OF C-106; IN SECTION 17, TOWNSHIP 18 SOUTH, RANGE 23 EAST; PROVIDING THAT SECTION 1-14 OF THE CITY OF WILDWOOD CODE OF ORDINANCES IS AMENDED TO INCLUDE THE ANNEXED PROPERTY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. Based upon the petition of the owner of the following described real property, which is generally located on the south side of C-466 and east of C-106, to be annexed into the City the property is hereby annexed into the City of Wildwood pursuant to Section 171.204, Florida Statutes. The City Commission finds that the property is located within the City's Joint Planning Area with Sumter County, and meets all legal requirements for annexation. The annexed property lying in Sumter County, Florida is owned by Richard Beavers and is more particularly described as follows:

Parcel # D17=062
4.75 +/- Acres

LEGAL DESCRIPTION

THE EAST 274.80 FEET OF BLOCKS "E" AND "F", AND BLOCKS "H" AND "I", IN THE TOWN OF OXFORD AND THAT PART OF MAIN STREET LYING BETWEEN THE ABOVE DESCRIBED BLOCKS, ALL IN THE TOWN OF OXFORD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGES 32 AND 33, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

LESS:

THE NORTH 25.00 FEET THEREOF FOR COUNTY ROAD 466.

ALSO LESS: (SOUTHWESTERLY ADJOINER)

COMMENCE AT THE NORTHWEST CORNER OF THE EAST 274.80 FEET OF BLOCK "E", RUN S00°00'20"W, 230.00 FEET TO THE POINT OF BEGINNING;

THENCE RUN S89°44'09"E, 210.00 FEET, THENCE S00°00'20"W, 557.60 FEET, THENCE N89°44'09"W, 210.00 FEET, THENCE N00°00'20"E, 557.60 FEET TO THE POINT OF BEGINNING.

ALSO LESS: (SOUTHERLY ADJOINER)
THAT PORTION THEREOF LYING WITHIN THE FOLLOWING DESCRIBED TRACT:

BEGIN AT THE SOUTHEAST CORNER OF SAID BLOCK "I"; THENCE N89°23'30"W, ALONG THE SOUTH LINE OF BLOCKS "I" AND "F", 640.00 FEET TO THE EAST LINE OF THE WEST 210.00 FEET OF THE EAST 274.80 FEET OF SAID BLOCK "F"; THENCE DEPARTING SAID SOUTH LINE OF BLOCK "F", N00°24'09"E, 180.00 FEET; THENCE S89°23'30"E, 291.77 FEET; THENCE S81°07'56"E, 104.41 FEET; THENCE S89°23'30"E, 244.96 FEET TO THE EAST LINE OF BLOCK "I"; THENCE S00°24'09"W, 165.00 FEET TO THE POINT OF THE BEGINNING.

ALSO LESS:
THAT PORTION OF BLOCKS "E" AND "H" IN THE TOWN OF OXFORD ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGES 32 AND 33, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, LYING SOUTH OF THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 466, SAID SOUTH RIGHT OF WAY LINE BEING 25.00 FEET SOUTH OF AND PARALLEL WITH THE CENTERLINE OF COUNTY ROAD 466, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT OF INTERSECTION WITH THE EAST LINE OF THE NW ¼ OF SECTION 17, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA AND THE CENTERLINE OF COUNTY ROAD 466; THENCE S00°24'09"W, 25.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 466; THENCE N89°23'30"W ALONG SAID SOUTH RIGHT OF WAY LINE, 348.23 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N89°23'30"W, 351.16 FEET; THENCE S01°54'45"W, 10.73 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE SOUTHERLY, AND HAVING A RADIUS OF 8,950.00 FEET, AND A CHORD BEARING AND DISTANCE OF S87°16'43"E, 141.11 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°54'12", AN ARC DISTANCE OF 141.12 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 9,050.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°20'00", AN ARC DISTANCE 210.58 FEET; THENCE N00°24'09"E, 22.91 FEET TO THE POINT OF BEGINNING.

ALSO LESS (EASTERLY ADJOINER)
THE EAST 348.23 FEET OF BLOCKS "H" AND "I, IN THE TOWN OF OXFORD AND

THE EAST 348.23 FEET OF THAT PART OF MAIN STREET LYING BETWEEN THE ABOVE DESCRIBED BLOCKS, ALL IN THE TOWN OF OXFORD ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGES 32 AND 33, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

LESS:

THE NORTH 25.00 FEET THEREOF FOR COUNTY ROAD 466.

ALSO LESS:

ANY PORTION THEREOF LYING WITHIN THE FOLLOWING DESCRIBED TRACT:

BEGIN AT THE SOUTHEAST CORNER OF SAID BLOCK "I"; THENCE N89°23'30"W, ALONG THE SOUTH LINE OF BLOCKS "I" AND "F", 640.00 FEET TO THE EAST LINE OF THE WEST 210.00 FEET OF THE EAST 274.80 FEET OF SAID BLOCK "F"; THENCE DEPARTING SAID SOUTH LINE OF BLOCK "F", N00°24'09"E, 180.00 FEET; THENCE S89°23'30"E, 291.77 FEET; THENCE S81°07'56"E, 104.41 FEET; THENCE S89°23'30"E, 244.96 FEET TO THE EAST LINE OF BLOCK "I"; THENCE S00°24'09"W, 165.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 207,007 SQUARE FEET OR 4.752 ACRES MORE OR LESS.

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

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

SECTION 4. Until such time as the City amends its comprehensive plan, the current Sumter County zoning classification and future land use regulations will remain in full force and effect.

SECTION 5. Section 1-14 of the City of Wildwood Code of Ordinances is hereby amended to include the legal description of the annexed parcel pursuant to this Ordinance.

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

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

*Item 15
Page 6*

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

SEAL

ATTEST: CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

Joseph Jacobs, City Clerk

Ed Wolf, Mayor

First Reading: _____

Second Reading: _____

Approved as to form:

Jerri A. Blair, City Attorney

ATTORNEY CONSULTING AGREEMENT

This agreement is made and entered into this ____ day of _____, 2013, and effective _____, by and between the City of Wildwood a municipal corporation of the State of Florida (hereinafter "Wildwood") and Jerri A. Blair, Esq. (hereinafter "Blair"), P.O. Box 1456, Tavares, FL 32778.

Recitals

WHEREAS, Jerri A. Blair, the City Attorney of 22 years, has resigned due to health issues; and,

WHEREAS, there are a number of ongoing cases and issues which require coordination between the old City Attorney and the new City Attorney; and,

WHEREAS, the old City Attorney has agreed to remain available for consulting and providing consulting services to the new attorney, Ashley Hunt, over a period of several months to provide a smooth transition.

NOW, THEREFORE, the parties agree as follows:

1. For a period of four months, from September 1, 2013 through December 31, 2013, Blair shall be available whenever requested to provide information to the new City Attorney and the City Manager. Blair shall work with the new City Attorney to make the transition in representation in ongoing cases as smooth as possible.

2. Wildwood shall pay Blair a consulting fee of \$20,000.00.

City of Wildwood:

City Attorney:

Mayor Ed Wolf

Jerri A. Blair

Attest:

Joseph Jacobs, Clerk

WILDWOOD ATTORNEY AGREEMENT

This agreement is made and entered into this ____ day of _____, 2013, and effective _____, by and between the City of Wildwood a municipal corporation of the State of Florida (hereinafter "Wildwood") and Ashley Hunt, Esq. (hereinafter "Attorney", or "Hunt"), 601 S. 9th Street, Leesburg, FL 34748-6319.

Recitals

WHEREAS, the City Attorney of 22 years has resigned due to health issues; and,

WHEREAS, there are a number of ongoing cases and issues which require coordination between the old City Attorney and the new City Attorney; and,

WHEREAS, the old City Attorney has agreed to work with Hunt over a period of several months to provide a smooth transition.

NOW, THEREFORE, the parties agree as follows:

I. Nature of Employment.

Pursuant to Article VII of the Wildwood Charter, Attorney shall serve the City in all legal proceedings, provide legal counsel, and perform all duties to the City imposed by Florida Statutes, the Rules Governing the Florida Bar, the Wildwood Code of Ordinances, the Wildwood Charter, and the City Commission.

II. Duration.

This Agreement shall be effective for a period of one year . Ninety days before the expiration of this agreement he City Commission shall determine if it wishes Hunt to continue as City Attorney; and either give notice to him that it wishes to terminate the contract or enter negotiations for a new contract with Hunt.

III. Compensation and Description of Services.

A. Monthly Retainer and Retainer Services. Wildwood shall pay Attorney a retainer as follows:

- (1) \$5,000.00 per month for September, October, November and December of 2013; and
- (2) \$7500.00 per month for January through September, 2014.

B. The monthly retainer is payment for all services performed by attorney and his staff, including, but not limited to:

- (1) Attendance and service at all regular City Commission Meetings;
 - (2) Attendance and service at all regular Land Planning Agency meetings presided over by the City Commissioners;
 - (3) Attendance and service Code Enforcement and Planning and Zoning meetings , as deemed necessary by the City Manager;
 - (4) Attendance and service at other meetings at the request of the City Commission or City Manager which include workshops, Historic Preservation Board meetings, Library Board of Trustee meetings, Greenwood Cemetery meetings, and any other meetings;
 - (5) Review of all contracts, ordinances and resolutions;
 - (6) Furnishing of legal opinions, both written and verbal, to various departments regarding employment issues, land use issues, proposed legislation, routine contracts, and other governmental matters;
 - (7) Telephone conferences and meetings elected officials, staff, and the City Manager;
 - (8) Reviewing, drafting, and endorsing Ordinances and Resolutions;
 - (9) Legal research;
 - (10) Lien preparation;
 - (11) Drafting of complex non-routine contracts;
 - (12) Redrafting of code provisions;
 - (13) Lobbying efforts on behalf of the City; and,
 - (14) Defense of any disciplinary or fine proceedings brought against the City by another governmental entity. The City will be billed monthly. Each fee entry on the invoice will describe in detail the services rendered and the time spent in rendering the services.
- C. Non-Retainer Services. The set hourly attorney rate for non-retainer services is \$125.00 per hour for attorney services and \$50.00 hourly for paralegal services. Non retainer services include all lawyer and staff services which exceed 140 hours in any monthly period.
- D. Expenses and Costs. The costs and expenses associated in representing Wildwood

may include, but are not limited to, photocopying, witness fees, Court fees, deposition costs, service of process costs, hand delivery and courier services, mailing charges, filing and recording fees charged by governmental agencies. These costs shall be paid for by Wildwood.

- E. Professional Development is Attorney's Expense. Wildwood will not pay for Attorney's seminars, meals, mileage, lodging, books, or other professional development. This expense shall be incurred exclusively by attorney.

IV. Termination.

Either party may terminate this Agreement without cause with 90 days notice and with cause at any time.

City of Wildwood:

City Attorney:

Mayor Ed Wolf

Ashley Hunt

Attest:

Joseph Jacobs, Clerk



FLORIDA
DEPARTMENT of
CORRECTIONS

*Item 18
Page 1*

Governor
RICK SCOTT

Secretary
MICHAEL D. CREWS

An Equal Opportunity Employer

501 South Calhoun Street • Tallahassee, FL 32399-2500

<http://www.dc.state.fl.us>

July 30, 2013

Mr. Gene Kornegay, Director
City of Wildwood Public Works
410 Grey Street
Wildwood, Florida 34785

RE: WS728 – City of Wildwood

Dear Mr. Kornegay:

Contract WS728 between the Department of Corrections and the City of Wildwood will expire on January 19, 2014. Accordingly, I am attaching a draft Contract and an Addendum A for your review as well as a Contract Expiration Notice (CEN) relative to the replacement of this contract.

Please review the draft Contract and Addendum A, and print and complete the CEN and return it to my attention no later than Friday, August 23, 2013.

If you have any questions, please feel free to contact me at (850) 717-3966.

Sincerely,

A handwritten signature in blue ink, appearing to read "Emily M. Phelps".

Emily M. Phelps
Correctional Services Consultant

/emp
Attachments

DEPARTMENT OF CORRECTIONS
BUREAU OF PROCUREMENT & SUPPLY
CONTRACT EXPIRATION NOTIFICATION

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DATE: July 30, 2013
TO: Gene Kornegay, Wildwood Public Woks
FROM: Emily Phelps, Correctional Services Consultant
RE: Contract WS728: Sumter CI – City of Wildwood
Work Squad: 1 Correctional Officer, 10 Inmates
Expires: January 19, 2014

NOTE: The above-referenced contract will expire on the above listed date.

Please advise of your preference:

- Do not renew. **Note:** Contract will expire on date specified.
 Process new contract.

CONTRACTOR PERFORMANCE

Based on monitoring performed during the contract period, please answer the questions below:

1. Did the Work Squad provide services (according to the entire scope of service) outlined in the above-referenced contract:
 - a. were necessary reports provided in the required timeframe? Yes No N/A
 - b. were invoices submitted in the required timeframe? Yes No N/A
 - c. were services delivered in accordance with the terms & conditions? Yes No

2. Please explain any “negative” responses and attach documentation, if applicable. \

3. Rate the overall performance of service as outlined in the Scope of Service under the contract identified above:

_____ Excellent _____ Good _____ Satisfactory _____ Unacceptable
90% or better compliance 89%-75% compliance 74%-60% compliance 59% or below

If Unacceptable is checked, you are requested to provide an explanation.

SIGNED: _____ (Date) _____
Agency Representative

If you have any questions, please contact Emily Phelps at (850) 717-3966.

PLEASE RETURN THIS FORM AS SOON AS POSSIBLE TO:

*Emily Phelps, Bureau of Institutional Support
501 South Calhoun Street
Tallahassee, Florida 32399-2500*

CONTRACT BETWEEN
THE FLORIDA DEPARTMENT OF CORRECTIONS
AND
CITY OF WILDWOOD

This Contract is between the Florida Department of Corrections ("Department") and City of Wildwood ("Agency") which are the parties hereto.

WITNESSETH

WHEREAS, Section 944.10(7) and Section 946.40, Florida Statutes and Rules 33-601.201 and 33-601.202, Florida Administrative Code, provide for the use of inmate labor in work programs;

WHEREAS, inmate labor will be used for the purposes of providing services and performing work under the supervision of the Department's staff;

WHEREAS City of Wildwood is a qualified and willing participant with the Department to contract for an inmate work squad(s); and

WHEREAS, the parties hereto find it to be in their best interests to enter into this Contract, and in recognition of the mutual benefits and considerations set forth, the parties hereto covenant and agree as follows:

I. CONTRACT TERM/RENEWAL

- A. This Contract shall begin on January 20, 2014 or the last date of signature by all parties, whichever is later.

This Contract shall end at midnight one (1) year(s) from the last date of signature by all parties or January 19, 2015, whichever is later. In the event this Contract is signed by the parties on different dates, the latter date shall control.

- B. Contract Renewal

This Contract may be renewed, for one (1) additional one (1) year period after the initial Contract period upon the same terms and conditions contained herein. The Contract renewal is at the Agency's initiative with the concurrence of the Department. The decision to exercise the option to renew should be made no later than sixty (60) days prior to the Contract expiration.

II. SCOPE OF CONTRACT

A. Administrative Functions

1. Each party shall cooperate with the other in any litigation or claims against the other party as a result of unlawful acts committed by an inmate(s) performing services under this Contract between the parties.
2. Each party will retain responsibility for its personnel, and its fiscal and general administrative services to support this Contract.
3. Through their designated representatives, the parties shall collaborate on the development of policies and operational procedures for the effective management and operation of this Contract.

B. Description of Services

1. Responsibilities of the Department

- a. Pursuant to Chapter 33-601.202(2)(a), F.A.C., supervision of the work squad(s) will be provided by the Department. The Department shall provide one (1) Correctional Work Squad Officer position(s) to supervise an inmate work squad(s). This Contract provides for one (1) Work Squad(s) of up to ten (10) inmates.
- b. The Department shall ensure the availability of the work squad(s) except: when weather conditions are such that to check the squad(s) out would breach good security practices; when the absence of the Correctional Work Squad Officer is necessary for reasons of required participation in training or approved use of leave; when the Officer's presence is required at the institution to assist with an emergency situation; when the officer is ill; or when the Correctional Work Squad Officer position is vacant. In the event a position becomes vacant, the Department shall make every effort to fill the position(s) within five (5) working days.
- c. For security and other reasons, the Department shall keep physical custody of the vehicles, trailers, and all tools, equipment, supplies, materials and personal work items (gloves, boots, hard hats, etc.) furnished by the Agency. (The Department shall maintain an inventory of all property, expendable and non-expendable, provided by the Agency, which is in the care, custody, and control of the Department.) A hand receipt shall be signed by the Department's Work Squad Supervisor upon the issuance and return of non-expendable items.
- d. In the event of damage to property as a result of an accident charged to a Department employee or blatant acts of vandalism by inmates, or loss of tools and equipment, the Agency may request that the Department replace or repair to previous condition the damaged or lost property.
- e. The Department shall be reimbursed by the Agency for the Department's costs associated with this Contract in accordance with Addendum A.

Once the Agency reimburses the Department for the costs reflected on Addendum A, Section II., these items will be placed on the Department's property records, as appropriate, and upon the end or termination of this Contract such items will be transferred to the Agency.

- f. The Department shall, to the maximum extent possible, maintain stability in the inmate work force assigned to the work squad on a day-to-day basis in order to maximize the effectiveness of the work squad.
- g. The Department shall provide food and drinks for inmates' lunches.
- h. The Department shall be responsible for the apprehension of an escapee and handling of problem inmates. The Department shall provide transportation from the work site to the correctional facility for inmates who refuse to work, become unable to work, or cause a disruption in the work schedule.
- i. The Department shall be responsible for administering all disciplinary action taken against an inmate for infractions committed while performing work under this Contract.
- j. The Department shall provide for medical treatment of ill or injured inmates and transportation of such inmates.
- k. The Department shall provide inmates with all personal items of clothing appropriate for the season of the year.
- l. The Department shall be responsible for driving the Correctional Work Squad Officer and the inmates to and from the work site.
- m. Both parties agree that the Department is making no representations as to the level of skills of the work squad.

2. Responsibilities of the Agency

- a. The Agency shall periodically provide the Department's Contract Manager with a schedule of work to be accomplished under the terms of this Contract. Deviation from the established schedule shall be reported to, and coordinated with, the Department.
- b. If required, the Agency shall obtain licenses or permits for the work to be performed. The Agency shall provide supervision and guidance for projects that require a permit or which require technical assistance to complete the project.
- c. The Agency shall ensure that all projects utilizing inmates are authorized projects of the municipality, city, county, governmental Agency, or non-profit organization and that private contractors employed by the Agency do not use inmates as any part of their labor force.
- d. The Agency shall retain ownership of any vehicles or equipment provided by the Agency for the work squad. The Agency shall maintain its own inventory of transportation, tools and equipment belonging to the Agency.

e. The Agency shall provide vehicles for transportation of the work squads.

3. Communications Equipment

It is the intent of this Contract that the Work Squad have and maintain communication with the institution at all times. A method of communication (radios, cellular phone, etc.), shall be provided at no cost to the Department. The Agency shall provide a primary method of communication that shall be approved by the Contract Manager in writing prior to assignment of the work squad. Depending upon the method of communication provided, the Contract Manager may require a secondary or back-up method of communication.

All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department at no cost to the Agency upon the end or termination of this Contract. Under no circumstances shall the Agency accept the return of radio communications equipment provided to the Department under this Contract until such time as the radio communications equipment has been deprogrammed by the Department.

At the end or termination of this Contract, the Department's Contract Manager will contact the Department's Utility Systems/Communications Engineer in the Bureau of Field Support Services, Central Office, to effect the deprogramming of radio communications equipment provided by the Agency.

a. Vehicle Mounted Radios:

Vehicles provided by the Agency that are or that will be equipped with a mobile/vehicle mounted radio programmed to the Department's radio frequency(ies) will be retained by the Department to ensure security of the communication equipment except for short durations dictated by the need for vehicle and/or communications equipment maintenance and/or repair. The use of these vehicle(s) during the period covered by this Contract shall not be for any purpose other than as indicated in this Contract.

b. Hand Held Radios:

Hand held radios provided by the Agency that are or that will be programmed to the Department's radio frequency(ies) will be retained by the Department to ensure security of the communication equipment except for short durations dictated by the need for maintenance and/or repair. The use of any hand held radio(s) provided by the Agency that is programmed to a Department radio frequency utilized by the Agency during the period covered by this Contract shall not be for any purpose other than as indicated in this Contract.

c. Cellular Phones:

Cellular phones may be utilized by the work squad officer as either a primary or secondary means of communication as approved by the Contract Manager. The Contract Manager shall designate whether the usage of a cellular phone is required on Addendum A. The cellular phone will be retained by the Department and upon the end or termination of this Contract, returned to the Agency. The use of the

cellular phone is not authorized for any purposes other than as indicated in this Contract.

4. Other Equipment

The Contract Manager shall determine if an enclosed trailer is required for the work squad to transport tools and equipment utilized in the performance of this Contract and shall notify the Agency when a trailer is necessary. The Contract Manager shall designate whether the usage of an enclosed trailer is required on Addendum A.

If a trailer for the work squad is provided by the Agency at no cost to the Department, and the Department maintains the trailer when the squad is not working, the Agency shall provide an enclosed trailer that can be secured when not in use. All tools and equipment utilized by the work squad shall be secured in the trailer. Upon the end or termination of this Contract, the trailer will be returned to the Agency.

III. COMPENSATION

A. Payment to the Department

1. **Total Operating Capital To Be Advanced By Agency**, as delineated in Section IV., of Addendum A, shall be due and payable upon execution of the Contract. The Department will not proceed with the purchase until payment, in full, has been received and processed by the Department's Bureau of Finance and Accounting. Delays in receipt of these funds may result in start-up postponement or interruption of the services provided by the Work Squad.
2. **Total Costs To Be Billed To Agency By Contract**, as delineated in Section VI., of Addendum A, will be made quarterly, in advance, with the first payment equaling one-fourth of the total amount, due within two (2) weeks after the effective date of the Contract. The second quarterly payment is due no later than the 20th day of the last month of the first Contract quarter. Payment for subsequent consecutive quarters shall be received no later than the 20th day of the last month of the preceding Contract quarter.
3. In the event the Correctional Work Squad Officer position becomes vacant and remains vacant for a period of more than five (5) working days, the next or subsequent billing will be adjusted by the Department for services not provided.
4. The Agency shall insure any vehicles owned by the Agency used under this Contract.
5. The rate of compensation shall remain in effect through the term of the Contract or subsequent to legislative change. In the event there is an increase/decrease in costs identified in Addendum A, this Contract shall be amended to adjust to such new rates.

B. Official Payee

The name and address of the Department's official payee to whom payment shall be made is as follows:

Department of Corrections
Bureau of Finance and Accounting
Attn: Professional Accountant Supervisor
Centerville Station
Call Box 13600
Tallahassee, Florida 32317-3600

C. Submission of Invoice(s)

The name, address and phone number of the Agency's official representative to whom invoices shall be submitted to is as follows:

Joseph Jacobs, City Clerk
City of Wildwood
100 North Main Street
Wildwood, Florida 34785
Telephone: (352) 330-1330 ext. 102
Fax: (352) 330-1338
Email: Jacobs-wildwood@cfl.rr.com

IV. CONTRACT MANAGEMENT

The Department will be responsible for the project management of this Contract. The Department has assigned the following named individuals, address and phone number as indicated, as Contract Manager and Contract Administrator for the Project.

A. Department's Contract Manager

The Warden of the Correctional Institution represented in this Contract is designated Contract Manager for the Department and is responsible for enforcing performance of the Contract terms and conditions and shall serve as a liaison with the Agency. The position, address and telephone number of the Department's Contract Manager for this Contract is:

Warden
Sumter Correctional Institution
9544 County Road 476B
Bushnell, Florida 33513
Telephone: (352) 569-6100

B. Department's Contract Administrator

The Contract Administrator for the Department is responsible for maintaining a Contract file on this Contract service and will serve as a liaison with the Contract Manager for the Department. The address and telephone number of the Department's Contract Administrator for this Contract is:

Operations Manager, Contract Administration
Bureau of Contract Management and Monitoring
501 South Calhoun Street
Tallahassee, FL 32399-2500
Phone: (850) 717-3681
Fax: (850) 488-7189

C. Agency's Representative

The name, address and telephone number of the representative of the Agency is:

Gene Kornegay
City of Wildwood, Public Works
410 Grey Street
Wildwood, Florida 34785
Telephone: (352) 330-1341

D. Changes to Designees

In the event that different representatives are designated by either party after execution of this Contract, notice of the name and address of the new representatives will be rendered in writing to the other party and said notification attached to originals of this Contract.

V. CONTRACT MODIFICATIONS

Modifications to provisions of this Contract shall only be valid when they have been rendered in writing and duly signed by both parties. The parties agree to renegotiate this Contract if stated revisions of any applicable laws, regulations or increases/decreases in allocations make changes to this Contract necessary.

VI. TERMINATION/CANCELLATION

Termination at Will

This Contract may be terminated by either party upon no less than thirty (30) calendar days notice, without cause, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. In the event of termination, the Department will be paid for all costs incurred and hours worked up to the time of termination. The Department shall reimburse the Agency any advance payments, prorated as of last day worked.

VII. CONDITIONS

A. Records

The Department and the Agency agree to maintain books, records and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices.

The Department and the Agency agree to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119 of the Florida Statutes, and made or received by the Agency in conjunction with this Contract. It is expressly understood that substantial evidence of either the Department's or the Agency's refusal to comply with this provision shall constitute a breach of Contract.

B. Annual Appropriation

The Department's performance under this Contract is contingent upon an annual appropriation by the legislature. It is also contingent upon receipt of payments as outlined in Addendum A and in Section III, COMPENSATION.

C. Disputes

Any dispute concerning performance of the Contract shall be resolved informally by the Contract Manager. Any dispute that can not be resolved informally shall be reduced to writing and delivered to the Assistant Secretary of Institutions. The Assistant Secretary of Institutions, shall decide the dispute, reduce the decision to writing, and deliver a copy to the Agency with a copy to the Contract Administrator and Contract Manager.

D. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, civil, or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, water, wind, lightning, strikes, labor disputes, shortages of suitable parts, materials, labor, or transportation to the extent such events are beyond the reasonable control of the party claiming excuse from liability resulting there from.

E. Severability

The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof and this Contract shall be construed in all respects as if such invalid or unenforceable provision was omitted.

F. Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Agency as a result of any discussions with any Department employee. Only those communications which are in writing from the Department's administrative or project staff identified in Section IV, CONTRACT MANAGEMENT, of this Contract shall be considered as a duly authorized expression on behalf of the Department. Only communications from the Agency that are signed and in writing will be recognized by the Department as duly authorized expressions on behalf of the Agency.

G. No Third Party Beneficiaries

Except as otherwise expressly provided herein, neither this Contract, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

Waiver of breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

This Contract will be governed by and construed in accordance with the laws of the State of Florida. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

This Contract and Addendum A contain all of the terms and conditions agreed upon by the parties.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized.

AGENCY: CITY OF WILDWOOD

SIGNED
BY: _____

NAME: _____

TITLE: _____

DATE: _____

FEID #: _____

DEPARTMENT OF CORRECTIONS

**Approved as to form and legality,
subject to execution.**

SIGNED
BY: _____

NAME: **Michael D. Crews**

TITLE: **Secretary
Department of Corrections**

DATE: _____

SIGNED
BY: _____

NAME: **Jennifer A. Parker**

TITLE: **General Counsel
Department of Corrections**

DATE: _____

**Addendum A
Inmate Work Squad Detail of Costs for City of Wildwood
Interagency Contract Number WSXXX Effective January 20, 2014**

ENTER MULTIPLIERS IN SHADED BOXES ONLY IF TO BE INVOICED TO AGENCY

**I. CORRECTIONAL WORK SQUAD OFFICER SALARIES AND POSITION RELATED-EXPENSES
TO BE REIMBURSED BY THE AGENCY:**

	# Officer: Multiplier	Per Officer Annual Cost	Total Annual Cost
Officers Salary	1	\$ 54,194.00 **	\$ 54,194.00
Salary Incentive Payment		\$ 1,128.00	\$ 1,128.00
Repair and Maintenance		\$ 121.00	\$ 121.00
State Personnel Assessment		\$ 354.00	\$ 354.00
Training/Criminal Justice Standards		\$ 200.00	\$ 200.00
Uniform Purchase		\$ 400.00	\$ 400.00
Uniform Maintenance		\$ 350.00	\$ 350.00
Training/Criminal Justice Standards *		\$ 2,225.00	
TOTAL - To Be Billed By Contract To Agency		\$ 58,972.00	\$ 56,747.00

*Cost limited to first year of contract as this is not a recurring personnel/position cost.

** Annual cost does not include overtime pay.

IA. The Overtime Hourly Rate of Compensation for this Contract is \$31.85, if applicable. (The Overtime Hourly Rate of Compensation shall include the average hourly rate of pay for a Correctional Officer and the average benefit package provided by the department, represented as time and one half for purposes of this Contract.)

II. ADMINISTRATIVE COSTS TO BE REIMBURSED BY THE AGENCY:

Costs include but may not be limited to the following:

Rain coats, staff high visibility safety vest, inmate high visibility safety vest, fire extinguisher, first aid kit, personal protection kit, flex cuffs, warning signs, handcuffs, Igloo coolers, portable toilets, insect repellants, masks, vaccinations, and other administrative expenses.

TOTAL - To Be Billed By Contract To Agency

	Number Squads	Total Annual Cost
	1	\$ 750.00
TOTAL - To Be Billed By Contract To Agency		\$ 750.00

III. ADDITIONAL AGENCY EXPENSES:

Tools, equipment, materials and supplies not listed in Section II above are to be provided by the Agency.

CELLULAR PHONE WITH SERVICE REQUIRED: YES NO
ENCLOSED TRAILER REQUIRED: YES NO

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**Addendum A
Inmate Work Squad Detail of Costs for City of Wildwood
Interagency Contract Number WSXXX Effective January 20, 2014**

IV. OPERATING CAPITAL TO BE ADVANCED BY AGENCY:		Per Unit Cost	Number of Units	Total Cost	Bill To Agency	Provided By Agency	Already Exists
Hand Held Radio	MACOM	\$4969.00	<input type="text"/>	\$ -	<input type="text"/>	<input type="text"/>	<input type="text"/>
Vehicle Mounted Radio	MACOM	\$5400.00	<input type="text"/>	\$ -	<input type="text"/>	<input type="text"/>	<input type="text"/>
TOTAL Operating Capital To Be Advanced By Agency				\$ -			

V. TOTAL COSTS TO BE ADVANCED BY AGENCY:	Total Cost
1. Operating Capital - from Section IV.	\$0.00
2. Grand Total - To Be Advanced By Agency At Contract Signing:	\$0.00

VI. TOTAL COSTS TO BE BILLED TO AGENCY BY CONTRACT:	Total Cost
1. Correctional Officer Salaries and Position-Related Expenses - from Section I.	\$56,747.00
2. Other Related Expenses and Security Supplies - from Section II.	\$750.00
3. Grand Total - To Be Billed To Agency By Contract:	\$57,497.00

VII. TOTAL OF ALL COSTS ASSOCIATED WITH CONTRACT: (Total of Sections V. and VI.)	\$57,497.00
---	--------------------

VIII. OVERTIME COSTS:
If the contracting Agency requests overtime for the work squad which is approved by the Department, the contracting Agency agrees to pay such costs and will be billed separately by the Department for the cost of overtime.

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Addendum A - INSTRUCTIONS
Inmate Work Squad Detail of Costs for City of Wildwood
Interagency Contract Number WSXXX Effective January 20, 2014

- Section I.** Costs in this section are determined each fiscal year by the Budget and Management Evaluation Bureau and are fixed. By entering the number of Officers required for this contract, the spreadsheet will automatically calculate the "Total Annual Cost" column. If this Work Squad is beyond the first year of existence, enter a zero (0) in the "Total Annual Cost" column for "Training/Criminal Justice Standards" after you have entered the "# Officers Multiplier".
- Section II.** Safety and environmental health procedures require safety measures such as the use of safety signs, vests, and clothing. The Department's procedure for Outside Work Squads requires that all Work Squad Officers be responsible for ensuring their squad is equipped with a first aid kit and a personal protection equipment (PPE) kit. Section II identifies such required equipment. A new squad must be sufficiently equipped and an on-going squad must be re-supplied when needed. Type in the number of squads used for this contract and the spreadsheet will automatically calculate the fixed annual expense of \$750.00 per squad and place the total in Section VI.
- Section III.** Check "Yes" or "No" to indicate whether a Cellular Phone with Service and/or an Enclosed Trailer is required by the Contract Manager.
- Section IV.** The Department's procedure for Outside Work Squads requires that they have at least one (1) primary means of direct communication with the Institution's Control Room. Communication via radio and/or cellular phone is appropriate. It is preferred that a backup, secondary means of communication also be available. It is the Agency's responsibility to provide them. If the Department purchases a radio(s), the Agency must fund the purchase at the time the Contract is signed. Check the box for the type of radio and fill in the Per Unit Cost for the type of radio, Number of Units, and Total Cost columns. Leave the Total Cost column blank if a radio(s) is not being purchased at this time. Check applicable boxes ("Bill to Agency", "Provided by Agency" and "Already Exists") for each radio.
NOTE: All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department at no cost to the Agency upon the end or termination of this Contract.
- Section V.** The total funds the Agency must provide at the time the contract is signed will be displayed here when the form is properly filled out.
- Section VI.** The total funds the Agency will owe contractually, and pay in equal quarterly payments, will be displayed here.
- Section VII.** The total funds associated with the Contract, to be paid by the Agency as indicated in Sections V. and VI., will be displayed here.
- Section VIII.** Any agreement in this area will be billed separately as charges are incurred.

Wildwood Dixie Youth League 2013 Florida T-Ball State Champions

To Whom It May Concern: We at Wildwood Dixie Youth are extremely proud of our boys, coaches, parents, for all the hard work they put in on their way to winning the state championship. We are also thankful to the team at wildwoods parks and recreation for the incredible work and time that they have put into maintaining the sports complex and fields which are looking better than they ever have. We would like to make a proposal of a way to bring recognition to the city and to the league the same way that Bushnell and other cities are doing. We would like to have 5 city signs made reading (Welcome to Wildwood Home of the 2013 T-Ball State Champions) to be placed at all the major entrances to the city. Two signs for state road 44, two for Hwy 301 and one for cr 466a. Please let me know if there is anything we can do to help make this happen.

Thank You,
Wes Jennings
Wildwood Dixie Youth

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Motion to enter property (205 Oxford Street)

REQUESTED ACTION:

Work Session (Report Only) **DATE OF MEETING:** August 12, 2013
 Regular Meeting Special Meeting

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

BUDGET IMPACT: All cost to be added to the current fine.

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

HISTORY/FACTS/ISSUES:

Mayor and Commission,

On December 26, 2012, Special Magistrate for the City of Wildwood, Archie Lowry, entered into Order under case number 2012-008514. (attached).

In the order the Special Magistrate provided the City the option of removing the debris and cleaning the property.

As of July 24, 2013, the property still has not be brought into compliance and the neighbors has stated that due to the conditions of the vegetation, the property is overgrown with cats, snakes and rats, providing a health and safety concern.

Requesting to approve the lowest bid, and to enter the property to mow the vegetation. Cost will be paid by the City and then added to the current fine on the property.

Note: Mowing alone, will not bring the property into compliance, due to the non-vegetation debris.

- Earthscapes Unlimited Inc - \$1,000.00
- K B Lawn & Landscape Service - \$1,440.00
- Pops and Sons Lawn Service - \$500.00
- Rodney L. Cole Jr. Lawn Service (Number not in service)
- Villages Lawn & Home Inc. (no answer)

E.W. Reeser, Chief 

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Page 2*

PREPARED BY AND RETURN TO
CITY OF WILDWOOD
WILDWOOD POLICE DEPARTMENT
100 E HUEY STREET
WILDWOOD, FL 34785

18.50

**BEFORE THE SPECIAL MAGISTRATE
CITY OF WILDWOOD, FLORIDA**

City of Wildwood,

Petitioner,

v

CASE NUMBER: 2012-008514

Orville and Edna Beach, TRUST
THE BEACH FAMILY TRUST dated June 25, 1999,

Respondents.

Inst 201360001754 Date 1/16/2013 Time 9 55 AM
DC Gloria R Hayward Sumter County Page 1 of 2 B 2551 P 277

7

ORDER OF FINE

This cause came on for hearing on the 4th day of December, 2012, before the Special Magistrate of the City of Wildwood, Florida upon the petition of the City of Wildwood Code Enforcement Department, and the Special Magistrate having heard the testimony of the respective parties present and the evidence presented, the following Findings of Fact and Conclusions of Law are made.

Findings of Fact

1. That Respondent, Orville and Edna Beach, TRUST, THE BEACH FAMILY TRUST dated June 25, 1999, 3586 Bareback Trail, Ormond Beach, FL 32174 was properly served with notice of these proceedings at least ten (10) days prior to the hearing herein.
2. The violation which is the subject of this proceeding occurred on real property located in the City of Wildwood, Sumter County, Florida, described as: LOTS 1 3 5 10 11 12 13 BLK 13 LESS 3 FT OFF W SIDE LOT 10 BLK 13 CITY OF WILDWOOD; Section 06, Township 19, Range 23; Parcel number G06L086, 205 Oxford Street.
3. On or before July 23, 2012 there has been brush, liter and debris on this property.
4. Respondents were not present for the hearing.

Conclusions of Law

1. The Respondent has violated the provisions of City of Wildwood Code of Ordinances, Sections: 9-3, 9-6, 9-10, 9-11 and 15-71 as well as any other codes that may apply.
2. Based upon the facts and evidence presented, an Order of Fine is warranted.

Order

Respondent shall pay a fine of \$25.00 per day to commence (20) days from the date of hearing December 4, 2012, beginning on December 24, 2012 and continue to accrue at the daily rate of \$25.00 until the property is cleared of overgrown vegetation, clutter and debris

Respondent shall also pay costs associated with the file in the amount of \$52.40 to the City of Wildwood, 100 North Main Street, Wildwood, FL 34785

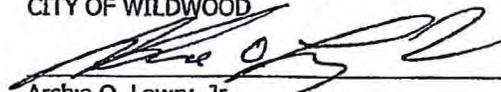
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Beach, Orville & Edna TRUST
Order of Fine
December 24, 2012
Page 2 of 2

In addition, the City has the option of removing the debris and cleaning the property City's expense per approval from the City Commission for funding. All expenses associated with bringing the property into compliance will be added to the amount of the fine.

DONE and ORDERED at City of Wildwood, Sumter County, Florida, this 26 day of December, 2012.

SPECIAL MAGISTRATE OF THE
CITY OF WILDWOOD

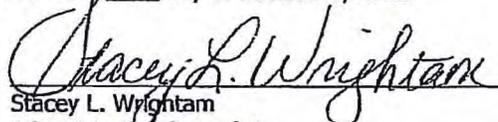

Archie O. Lowry, Jr.

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES, IF ANY PERSON DESIRES TO APPEAL ANY DECISION WITH RESPECT TO A MATTER CONSIDERED AT A PUBLIC MEETING OR HEARING OF THE SPECIAL MASTER, CITY OF WILDWOOD, FLORIDA, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS, AND SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD FOR SUCH PURPOSE IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS BASED.

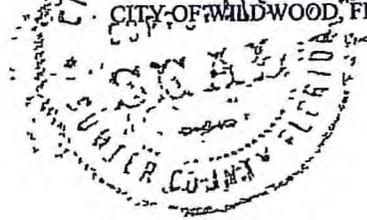
PURSUANT TO SECTION 162.11, FLORIDA STATUTES, EITHER THE CITY OF WILDWOOD OR THE RESPONDENT MAY APPEAL A FINAL ADMINISTRATIVE ORDER OF THE SPECIAL MASTER TO THE CIRCUIT COURT IN SUMTER COUNTY, FLORIDA. SUCH AN APPEAL SHALL BE FILED WITHIN THIRTY (30) DAYS OF THE EXECUTION OF THE ORDER TO BE APPEALED.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Order of Fine was forwarded by regular United States mail to Orville and Edna Beach, Trust, THE BEACH FAMILY TRUST dated June 25, 1999; 3586 Bareback Trail, Ormond Beach, FL 32174 this 27 day of December, 2012.


Stacey L. Wright
Administrative Specialist

THIS IS TO CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE ORDER OF ENFORCEMENT, REFERENCE CASE NO 2012-008514, OF THE CITY OF WILDWOOD, AS ORDERED ON THE 18TH DAY OF DECEMBER 2012

By: Theresa Roberts, Asst. City Clerk
JOSEPH JACOBS, CITY CLERK
CITY OF WILDWOOD, FLORIDA


Pops and sons lawncare

ATT: EDDIE REESER

ETIMATES ON THE YARD WORK. FOR \$ 500.00 FOR MOWING AND
WEEDING.FOR 205 OXFORD ST WILDWOOD FL.

THANK YOU



POPS AND SONS LAWN CARE

352 308 5571

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Page 5*

Estimate

Earthscapes Unlimited Inc.
 Fax 352-330-2457
 500 E. Gulf-to-Atlantic Hwy
 Wildwood, FL 34785



**EarthScapes
 Unlimited, Inc.**

A Full Service Landscape Corporation

Date	Estimate #
8/5/2013	4752

Name / Address
City of Wildwood 100 N Main St Wildwood, FL 34785

Phone #	352-748-0351
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P.O. No.	Project
205 Oxford St.	

Description	Qty	Cost	Total
8 Hr. Clean Up	1	1,000.00	1,000.00
Total			\$1,000.00

KB Lawn and Landscaping, Inc.
 8845 N. Hwy 301
 Wildwood, Fl. 34785
 352-748-4400

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 Page 6

PROPOSAL

1320

Page No. _____ of _____ Pages

DESCRIPTION OF JOB

PROPOSAL SUBMITTED TO:

City of Wildwood
 100 Dandies St.
 Wildwood, Fl. 34785

ARCHITECT	DATE OF PLANS	
JOB	City of Wildwood	
ADDRESS	1005 Oxford St.	
CITY	STATE	ZIP
Wildwood	FL	
PHONE	DATE	
33-8592	8-5-13	

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

3 days Clean up Property Weed Trimm, No All Debris \$2,100.00

2 days Clean up Property No Trimming \$1,440.00

We hereby propose to furnish material and labor, complete in accordance with above specifications, for the sum of _____ dollars (\$ _____)

with payment to be made as follows:

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications involving extra costs will be executed upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workers Compensation Insurance.

Authorized Signature

Jay B. [Signature]

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____

Signature _____



301 South Bronough Street, Suite 300 ♦ Post Office Box 1757 ♦ Tallahassee, FL 32302-1757
(850) 222-9684 ♦ Fax (850) 222-3806 ♦ Web site: www.flcities.com

TO: City Managers & City Clerks (*Please share with your public information officer or whomever coordinates this program for your city*)
FROM: Sharon G. Berrian, Associate Director, Membership Development
DATE: July 25, 2013
RE: Celebrate Florida City Government Week (FCGW)– **October 20-26, 2013**

(See the bottom of this memo if you would like FCGW buttons and/or bumper stickers.)

This year's *Florida City Government Week* is **October 20-26, 2013** and the Florida League of Cities wants to encourage every city to take an active part in promoting their city through civic education and volunteerism. This is a great opportunity to speak to schools and civic groups, host an open house at city hall, or reach out to civic clubs and community organizations to explain city structure and function or helping others learn by serving charitable organizations in your community.

Florida City Government Week is part of an ongoing effort sponsored by the Florida League of Cities (FLC) to raise public awareness about the services that cities perform and to educate the public on how city government works. Cities are encouraged to involve their local schools, businesses, media and civic clubs in planning City Government Week activities.

Cities provide a higher level of service than most governments, and generally receive a higher approval rate than any other level of government, and yet, many residents are unaware of how city services impact their lives. Through *Florida City Government Week*, the League hopes to heighten the public's awareness of city government's role in enhancing the quality of life in communities.

This packet includes several ideas for celebrating the week. Because we recognize the tough state of the economy, most of these ideas are no to low cost to the city. We have also enclosed Media and PR Tips, a sample press release, a sample letter-to-the-editor, a sample resolution and evaluation form for your use.

PLEASE ALSO NOTE THAT WE HAVE A SMALL AMOUNT OF BUTTONS AND BUMPER STICKERS AVAILABLE FOR YOUR USE. THESE ITEMS WILL BE MADE AVAILABLE UPON REQUEST, UNTIL OUR LIMITED SUPPLY IS EXHAUSTED. PLEASE SEND YOUR REQUESTS BY AUGUST 9TH SO WE CAN FACILITATE YOUR ORDER.

Please email your requests for buttons and bumper stickers and send your adopted FCGW resolution to Gail Dennard at the League (gdennard@flcities.com). Thank you.

CITIES CELEBRATE FLORIDA CITY GOVERNMENT WEEK

Here are some low cost ways to recognize the week, some of which can be ongoing activities:

- Set up exhibits at local shopping malls or other public places with information on your city government and its services.
- Sponsor a heritage day focusing on the history of the city and its government. This could be coordinated with a local historic group and include community workshops/speakers on selected historical city government events, buildings, parks, facilities and people.
- Involve businesses, sorority and fraternal organizations. Offer to send a speaker to their meetings to discuss current city issues or volunteer your time! Enlist their help in celebrating Florida City Government Week.
- Contact your local library; advise them of the week's activities. Ask if you can make available at their information desk details on celebrating Florida City Government Week.
- Work with senior citizens groups to find innovative ways to involve seniors in city government. Encourage seniors to volunteer their time with the city.
- Send speakers to senior citizen-related activities/events to tell them about the special week.
- Sponsor an essay contest for city residents. Instead of using cash as a prize, the winner's prize could be acting as "Mayor/City Commissioner for a day" or "City Manager for a day" or "Volunteer your time to a special cause on their behalf."
- Sponsor a poster contest for area children related to a particular city government issue, e.g., recycling, water conservation, fire or police services, recreation and parks, transportation, planning, etc. This idea could also focus on careers in city government. Or, host a competition to seek the best solution to a city government problem. Instead of a monetary award, winners could receive a certificate, an article in your local paper and recognition of students and teachers at city council meetings.
- Offer tours of city hall and other city facilities. Stagger tours to allow for small group interaction with city staff or city volunteers. For school groups, limit the focus of the tour to one aspect of city government, work with teachers to prepare students in advance and plan follow-up activities.
- Coordinate ongoing or new partnership programs with schools to stage something special during the week—student "mock" city council meetings (election of a Junior "student-based" city council) or "mock" code enforcement hearings, shadowing of city officials and staff, guest speakers from city government addressing school groups, city government career day, recognition of students and teachers at a city council meeting, volunteer or beautification projects at city sites, dedication of (or special events staged at) recreational facilities shared by cities and schools, recycling or environmental-related student activities, etc.
- Get acquainted with local school personnel and encourage opportunities for integrating city government into the school curriculum (*the League has lesson plans on its website-see the link below*). Another idea— key city government terms and definitions could be supplied for use in English classes (many can be found in the teacher handbook; math classes could address the city budget or could be exposed to the computer technology used in all aspects of city government today; and, of course, there could be more

integration of the local government curriculum into all the social studies classes (government, civics, history, geography, economics).

- Share the League's model booklet with teachers—"My City: I'm Part of It, I'm Proud of it", containing lessons and activities about city government. Share it with your local schools. (*This booklet is available on the Internet, <http://www.floridaleagueofcities.com>*)
- Use the League's *ABC's of City Government booklet*, an educational supplement for elementary teachers, grades 2-5. Share it with your local schools. (*This booklet is also available on the League's website*)
- It's easy to develop a teachers' packet from your city that could be placed on your website, instead of incurring costly printing and mailing costs. Here are some ideas: offer a list of available speakers from city government; a list of resource materials available on city government; information on any special educational programs or services provided by your city (such as internships, mentor programs, volunteer opportunities etc.); and a "fact sheet" on the city government. This material could also include the city budget, organizational chart, copies of council meeting agendas, etc.
- Encourage schools to study the significance of your city's name, history, flag and/or logo design.
- Create an "adopt-a-school" program. Various departments of city government could "adopt" a school, or department within the school, to share information and plan speaking engagements to students that would enhance learning about a particular aspect of city government.
- Encourage a school City Government Club or Youth Council to study community issues that involve municipal services, volunteer opportunities and citizen participation in decision-making. *Visit the League's Resource page on the Website for ideas on developing a Youth Council.*
- Working in coordination with a middle or high school, create an advisory committee of students to study a particular city government issue of importance to teenagers (for example, recreation or volunteerism) and prepare a formal report with recommendations to council. Or, include student representation on an existing citizen committee, commission or board studying an issue of consequence to teens. Make a formal announcement of these appointments during Florida City Government Week.

FLORIDA CITY GOVERNMENT WEEK

There are several steps that can be taken to promote and publicize your city's project:

- Get the local media involved from the beginning!
- Be sure to designate a contact person for your project who can be reached by the media during city hours and after.
- Write a guest editorial that talks about Florida City Government Week and the importance of cities, and submit it to your newspaper(s) opinion page editor for use during Florida City Government Week. *(Check with your newspaper on deadlines.)*
- Schedule an editorial board meeting with your local newspaper(s) to formally discuss your city and the city's involvement with Florida City Government Week. *(Note: This meeting should occur at least one or two weeks prior to Florida City Government Week.)*
- Notify the education reporter or one that covers city activities for your local newspaper. Invite the reporter to sit in on or be a part of any meetings you have with the school.
- Keep reporters informed of your activities. Send the local newspaper(s), television and radio station(s) a media advisory to alert them to upcoming activities and a press release(s) to publicize your activities. *(A sample press release is enclosed.)*
- Send a letter-to-the-editor of your local newspaper(s). *(A sample letter is provided. Please amend as necessary. Be sure to verify the deadline and requirements for submission.)*
- As you coordinate this project with school officials, the supervisor of elections, your PTO/PTA, and other groups, encourage them to assist you in generating publicity.
- Consider scheduling an interview about your project on the local television or radio talk show and/or your cable-access channel.
- Highlight your activities on your city website, with a link to FLC's website. Be sure to put your website address on ALL communications with the media. *(This can also be done on your social media sites, if you have them.)*
- If you conduct this event during Florida City Government Week, you can publicize the significance of hosting your project during this week, which focuses on citizen participation and pride in city government. Your event can be coordinated with other Florida City Government Week activities. And don't forget to stress the importance of students understanding the election process—especially this year!
- A post-press release may be issued.
- Be sure to send thank you letters to the newspaper reporter/editor if you receive favorable press on the event.
- Don't forget to plan for and take good quality photos (both black and white and color - no Polaroid's) for reprint in local publications and for dissemination. The Florida League of Cities would be interested in these photos for possible use in their publications. (See Summary and Evaluation of Activities Sheet)



City Sample Press Release

News

FOR IMMEDIATE RELEASE
(or date)

Contact: _____ (name)
_____ (phone)

(Name of City)
CELEBRATES FLORIDA CITY GOVERNMENT WEEK:
(DATE)

The City of _____ will be sponsoring Florida City Government Week October 20-26, 2013. Florida City Government Week activities are being celebrated around the theme, "My City: I'm Part of It, I'm Proud of It".

Because city government is the government closest to most citizens, and the one with the most direct daily impact upon its residents, municipal officials feel they have a responsibility to pass along their understanding of public services and their benefits.

"We are very excited about the upcoming events," said Mayor/City Manager _____. "We believe that through this event, (name of city) has a timely opportunity to help Florida's residents become more informed about the services of our city governments which, in turn, will lead to more knowledgeable citizen participation in the future. It is a responsibility that we take very seriously."

Events planned for the week are (list activities, date, time, and locations).

Cities across Florida will be celebrating City Government Week, sponsored by the Florida League of Cities (FLC), to showcase and celebrate cities and the many services they provide. The League is the official organization of the municipal governments in Florida, designed and established to meet and serve the needs of Florida's municipalities and their citizens.

[It would be good to get a quote from school officials or other groups that you involved in the project.]

Note: Please include specific information about your city, keeping information to the point and brief. Press releases are more effective when limited to one or two pages. Also, you may want to follow up with phone calls to your local media representatives to personally invite them to your city's event. If the public is invited to an event say so and provide relevant details.

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Sample Resolution

Florida City Government Week 2013

A RESOLUTION OF THE CITY OF _____ RECOGNIZING CITY GOVERNMENT WEEK, OCTOBER 20-26,2013 AND ENCOURAGING ALL CITIZENS TO SUPPORT THE CELEBRATION AND CORRESPONDING ACTIVITIES.

WHEREAS, city government is the government closest to most citizens, and the one with the most direct daily impact upon its residents; and

WHEREAS, city government is administered for and by its citizens, and is dependent upon public commitment to and understanding of its many responsibilities; and

WHEREAS, city government officials and employees share the responsibility to pass along their understanding of public services and their benefits; and

WHEREAS, Florida City Government Week is a very important time to recognize the important role played by city government in our lives; and

WHEREAS, this week offers an important opportunity to spread the word to all the citizens of Florida that they can shape and influence this branch of government which is closest to the people; and

WHEREAS, the Florida League of Cities and its member cities have joined together to teach students and other citizens about municipal government through a variety of different projects and information; and

WHEREAS, Florida City Government Week offers an important opportunity to convey to all the citizens of Florida that they can shape and influence government through their civic involvement.

NOW, THEREFORE BE IT RESOLVED BY THE CITY OF _____ AS FOLLOWS:

Section 1. That the City of _____ does encourage all citizens, city government officials and employees to do everything possible to ensure that this week is recognized and celebrated accordingly.

Section 2. That the City of _____ does encourage educational partnerships between city government and schools.

Section 3. That the City of _____ does support and encourage all city governments to actively promote and sponsor "Florida City Government Week."

PASSED AND ADOPTED by the City of _____.

Sample Letter to the Editor ***Florida City Government Week***

To the Editor:

During the week of **October 20-26, 2013 (CITY NAME)** will join other cities across Florida in celebrating Florida City Government Week. This week has been set aside to recognize the many services city governments provide and their contribution to a better quality of life in Florida. Our theme, "*My City: I'm Part of It, I'm Proud of It*" pays tribute to the role citizens play in making our cities great.

City government is truly government of, by and for the people---the people who are making the decisions about our community are your neighbors, business owners and community leaders. City government is administered for and by its citizens and is dependent upon public commitment to carry out its responsibilities.

Furthermore, students across the state learn information about state and national government, while information on city government is sometimes barely highlighted. Every citizen deserves the right to know about the local impact of government decision-making. This is a unique opportunity to teach students and adults about the form of government that affects them daily.

During this week, we want to recognize the role city government plays in our lives from public safety to trash collection to promoting our community's culture and recreation. We hope you will join us in this celebration and learn more about your city and how it operates for you.

Sincerely,

Mayor _____

Note: If you are sponsoring Florida City Government Week Activities, you will want to include information on those events and include an invitation to the public to attend those events.