



**CITY COMMISSION - CITY OF WILDWOOD**

**Mayor/Commissioner – Ed Wolf – Seat 1**

Mayor Pro-Tem/Commissioner – Pamala Harrison-Bivins – Seat 2

Robby Strickland – Seat 3

Don C. Clark – Seat 4

Julian Green – Seat 5

Bill Ed Cannon – City Manager

**AGENDA**

**REGULAR MEETING**

**October 28, 2013 - 7:00 PM**

City Hall Commission Chamber

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

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

The City of Wildwood DOES NOT provide this verbatim record.

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

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**1. CALL TO ORDER:**

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

**2. CONSENT AGENDA/INFORMATIONAL ITEMS**

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

- a. Minutes for approval: September 4, 2013 Workshop, September 10, 2013 Regular Meeting
- b. Bills for Approval (Attachment – Staff Recommends Approval)

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

- a. Bradley Arnold, Sumter County Administrator – Report of Board of County Commissioners, Sumter County

**4. PUBLIC HEARINGS – Timed Items**

Quasi-Judicial

- a. Second Reading of Ordinance O2013-37: *AN ORDINANCE OF THE CITY OF WILDWOOD GRANTING A REQUEST FOR A PLANNED DEVELOPMENT AMENDMENT PURSUANT TO SECTION 8.6 OF THE LAND DEVELOPMENT REGULATIONS. FOR CERTAIN PROPERTY WITHIN THE CITY OF WILDWOOD, FLORIDA; OWNED BY POWER CORPORATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.* This is an Ordinance amending the Lakeside Landings Planned Development (Ordinance O2011-07) to expand the project's boundary. No new entitlements are being sought. (Attachments – Staff Recommends Approval).
- b. Second Reading of Ordinance O2013-46; *AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROVIDING FOR THE VOLUNTARY ANNEXATION OF CERTAIN REAL PROPERTY OWNED BY THE CITY OF WILDWOOD, CONSISTING OF APPROXIMATELY 32.67 ACRES GENERALLY LOCATED THROUGHOUT THE JOINT PLANNING AREA WITH SUMTER COUNTY; 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.* Pursuant to section 171.044 and 171.204, 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).

- c. *Second Reading of Ordinance O2013-47; AN ORDINANCE OF THE CITY OF WILDWOOD FLORIDA; AMENDING SUBSECTIONS 6.2(C) POTABLE WATER SYSTEM DESIGN, 6.3(C) SANITARY SEWER SYSTEM DESIGN, 6.5(D) PAVEMENT THICKNESS, AND SECTION 2.2 DEFINITIONS OF THE LAND DEVELOPMENT REGULATIONS OF THE CITY OF WILDWOOD, FLORIDA; PERTAINING TO POTABLE WATER SYSTEM DESIGN, SANITARY SEWER SYSTEM DESIGN, AND PAVEMENT THICKNESS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE. (Attachments-Staff Recommends Approval)*
- d. *Second Reading of Ordinance O2013-48; AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, AMENDING CHAPTER 12 OF THE CITY OF WILDWOOD CODE OF ORDINANCES; DEFINING LOW SPEED VEHICLES AND GOLF CARTS; ALLOWING LOW SPEED VEHICLES AND GOLF CARTS TO OPERATE ON CITY ROADS UNDER CERTAIN CONDITIONS; PROVIDING FOR THE A PROCESS TO BECOME A GOLF CART COMMUNITY; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE. (Attachments - Staff Recommends Approval).*
- e. *Second Reading of Ordinance O2013-49; AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROVIDING FOR THE VOLUNTARY ANNEXATION OF CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 0.25 ACRES BEING GENERALLY LOCATED ON THE WEST SIDE OF CR 105; IN SECTION 17, TOWNSHIP 18 SOUTH, RANGE 23 EAST; WHICH IS CONTIGUOUS TO THE CITY LIMITS OF THE CITY OF WILDWOOD, FLORIDA; PROVIDING THAT SECTION 1-14 OF THE CITY OF WILDWOOD CODE OF ORDINANCES IS AMENDED TO INCLUDE THE ANNEXED PROPERTY; AND PROVIDING FOR AN EFFECTIVE DATE. (Attachments -Staff Recommends Approval).*

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

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

**7. RESOLUTIONS FOR APPROVAL**

- a. *R2013-31 Waste Management Annual Rate Increase Per City Ordinance based on CPI rate.. A Resolution of the City Commission of the City of Wildwood, Florida providing for increases to the Solid Waste User Charge; providing an effective date.(Attachments – Staff Recommends Approval)*

**8. FINANCIAL & CONTRACTS & AGREEMENTS**

- a. *Request Purchase of K9, Vehicle and Equipment to assist with area coverage, apprehensive of suspects, and tracking of missing persons. Total cost estimate \$67,900. (Attachment – Board Option)*
- b. *KHA IPO #15 Amendment #3 for additional design for VFD by-pass with soft start in the amount of \$7,500.(Attachment – Staff recommends approval)*
- c. *KHA IPO #24 in the amount of \$6,450 to perform a Natural Resource Assessment (NRA) and a Phase 1 Environmental Site Assessment (ESA) on Sumter County Parcel No. C33=040 (Ashley Well Site), subject to the present owner signing the Sale and Purchase Agreement. (Attachment – Staff recommends approval)*
- d. *KHA IPO #25 in the amount of \$59,000 for the design of a new headwords screen and by-pass. (Attachment – Staff recommends approval)*
- e. *Request to purchase Kruger Backwash Pump in the amount of \$3,471.49. \$4,200 is included in*

the FY2013-14 Budget for a replacement. (Attachment – Staff recommends approval)

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

- a. Request approval of the First Amendment to the Pioneer Agreement between the City of Wildwood and the Word Family, LLC with clarification of the use of \$1,800,000 advanced funds: KHA Schedule of Funding Memo. (Attachment – Staff recommends approval)
- b. Request Approval of proposed Christmas Parade Route. (Attachment – Board Option)
- c. **Information Only:** Sumter County Public Works Household Electronics and Hazardous Waste Mobile Collection. Saturday, December 7, 2013, 9 a.m. to 3 p.m. at The Villages Sumter County Service Center. (Attachment)

10. **APPOINTMENTS - None**

11. **CITY MANAGER REPORTS**

12. **CITY ATTORNEY REPORTS**

13. **CITY CLERK REPORTS**

14. **OTHER DEPARTMENT REPORTS**

15. **COMMISSION MEMBERS REPORTS**

16. **ADJOURNMENT**

IMPORTANT DATES (No Attachments)

- a. October 28, 2013 - (Monday) - City Commission Meeting – 7:00 PM – City Hall Commission Chamber
- b. November 7, 2013 – (Thursday) – Veteran’s Day Program, Wildwood Elementary, 9:00 AM
- c. November 11, 2013 – (Monday) – City Commission Meeting – 7:00 PM – City Hall Commission Chamber
- d. November 11, 2013 – (Monday) – Veterans’ Day – Wildwood offices Open
- e. November 25, 2013 – (Monday) – City Commission Meeting – 7:00 PM – City Hall Commission Chamber
- f. November 28, 2013 – (Thursday) – Thanksgiving Day. City Offices Closed, except Police Department
- g. November 29, 2013 – (Friday) – City Offices Closed, except Police Department

CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA  
SPECIAL CALLED MEETING  
SEPTEMBER 4, 2013 – 5:00 P.M.  
CITY HALL COMMISSION CHAMBER

The City Commission of the City of Wildwood, Florida met in Special session September 4, 2013 at 5:00 p.m.

Present were: Mayor Wolf, Commissioners Bivins, Green, Clark and Strickland. Also present were: City Manager Cannon, City Clerk Jacobs, Police Chief Reeser, and Development Services Director Peavy.

CONSENT AGENDA/INFORMATIONAL ITEMS – none

PUBLIC HEARINGS – 7:00 PM – none

PRESENTATIONS AND/OR PROCLAMATIONS - none

PUBLIC FORUM

ORDINANCES FIRST READING ONLY (NOTE VOTE) – none

RESOLUTIONS FOR APPROVAL – none

FINANCIAL & CONTRACTS & AGREEMENTS

1. Discussion/Decision - 5-year Capital Improvement Plan. Kimley-Horn presentation and Capital Improvement Project Information from UD Bruce Phillips. (attachments)

Rick Busche from KH indicated he was present tonight at the request of City Manager Cannon to provide some background regarding the Enterprise Fund. KH has not in the past been part of the budget sessions.

Mayor Wolf noted that this was the first time for a utility Capital Improvement plan, but it is not the first time the City has had a capital improvement plan in place as we have been required to have one by the State.

KH presented a prioritization of issues for utilities that look out 5 years in advance. The purpose of this plan is to allow the City to consider what the projects in the normal operation and maintenance of a system has got to get done. The items on the list are not “wish list items”. They don’t get on the list until there is an actual need.

Commissioner Green inquired as to how the need is determined. Mr. Busche responded that the need is determined via the City’s technical staff, the people that run the utility department and/or from the consultants in some cases if they are tasked with specific things to do; from complaints from the customers; from developments that come into the City and from the needs that come from just running a utility system. This list is comprised of the things that they (KH) is aware of that needs to be addressed.

The year by year proposed projects were addressed with the FY 2013-2104 needs specifically addressed. (note: 2<sup>nd</sup> sheet reflecting Wastewater projects not included in the package. Hand out tonight)

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The water projects according to priority are: (1) Coleman 501 plant repairs/Cr 214 plant repair \$1,100,000; (2) West Well replacement options, \$900,000; (3) C466A Utility Relocates,\$150,000; (4)Okahumpka Service Plaza, \$150,000;(5) Turnpike interchange utility Relocations, \$150,000 (6) 75KW Generator for Huey St. with transfer switch,\$50,000; (7) Loop/upgrade water mains/install valves, \$200,000.

The Wastewater Projects, (page 2) (handout) according to priority for 2013-2104 are: (1)Trailer mounted Sewer jetter machine, \$45,000 (2) Replace WWTP influent Bar Screen, \$400,000 (3) Portable Gantry lift system, \$6,250, and (4) Miscellaneous System enhancements-\$100,000.

The Trailwinds Utility Extension Project, \$1.8 million dollars, although listed is a developer funded project and not included in the amount recommended.

CM Cannon reminded the Mayor that we had talked about funding these particular items in previous meetings at the cost of @ \$2.5 million dollars of new money. The City has reserves of \$2.7 million, of which \$1 million can be contributed in order to fund all the water projects. CM also stated that the project listed for wastewater should also be taken care in the next budget.

Mayor Wolf asked Bruce Philips to see if he can determine why head works and certain improvements were never done during the expansions and if they indeed should have been done.

CM Cannon asked the Commission to consider concerning the West Well, the different options that are being looked at. One is putting out an RFQ for a contractor that would basically be on call to the City 24/7. Cm noted there are problems associated with that. If you have a very important area that fails, he, as City Manager can't call a Board (Commission) meeting if half of Wildwood is shut down, therefore having the contractors that you know you can call on is important and it would be deemed an emergency situation. He, as City Manager needs to be granted the authority to spend up to about \$20,000 to have the contractors working to resolve the problem until he is actually able to get to call a meeting. Mayor Wolf noted that that type of situation is just the nature of the beast. It has happened before and he would trust the City Manager and Department heads in emergency type situations to make the best decision. Mayor Wolf noted that the CM has all Commissioners email addresses and he feels all should be notified. He would hate to hear something like that on the street before having heard it from him. Commissioner Clark stated he feels the charter already gives the CM the authority to act in the time of an emergency and he would expect for the CM to do as he has stated needed to be done. CM assured the Commission that they will be kept informed.

CM Cannon recommended abandoning the West Well as quickly as possible and quit using it. If the need for a contractor arises he will contact them. West Well Solutions were discussed with Bruce Philips and Kimley Horn representatives. It was concluded that the Ashley Property method would be the least expensive method of resolving the issue.

Mayor Wolf also suggested that our new Attorney make contact with the property owner and/or his attorney to see if he can make the difference in changing his mind regarding the property.

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CM Cannon summarized tonight's presentation by asking the Commission to approve the funding with Jim Gollahon of Gollahon Financial Services plus use of approximately \$1 million dollars from un-restricted reserves.

Motion by Commissioner Green with a second by Commissioner Bivins to approve the 2013-2014 five (5) year utility \$3.25 million dollars of capital improvement expenditures shown in the plan presented by Kimley- Horn for Water and Wastewater, providing the funding is obtained and also approve using up to \$1 million dollars out of Enterprise fund reserves to supplement the loaned fund. Motion carried. Yea: - Bivins, Clark, Green and Wolf; Nay- Strickland.

Motion by Commissioner Bivins with a second by Commissioner Clark to approve staff to negotiate and purchase the Ashley property as the best solution so far to resolve the matter of the West well. Motion carried. Yea: - Bivins, Clark, Wolf and Green; Nay- Strickland

Other Budget matters \*\*\*\*\*

Mayor Wolf asked Bruce Phillips to consider purchasing a vehicle for his use for City Business rather than utilizing his personal vehicle. Remarks concerning not treating no employee different from another were presented regarding some prior incident.

Motion by Commissioner Clark with a second by Commissioner Green to authorize the purchase of vehicle for use by the Utility Director from the monies already budgeted. Motion carried. All voting yea.

Mayor Wolf stated he had been asked a question concerning the % increase for Commissioners and asked Clerk Jacobs how it came about and if it applied to all employees.

Clerk Jacobs explained that Commissioner Allen was instrumental in getting the Resolution passed that provided for automatic increases for Mayor and Commissioners prior to his departure and this Year (2013) was the first time it was implemented, although Commissioner Allen is no longer here.

The annual increase is to correspond with the change in the CPI and applies to the elected officials only, not to any other employees. Employee raises, if any, are still determined by the Commission during budget sessions.

Mayor asked if there was any other business regarding the proposed 2014 budget.

Motion by Commission Green with a second by Commissioner Bivins to tentatively adopt the 2013-2014 budget as amended with the actions of the Commission tonight. Motion carried. All Voting yea.

GENERAL ITEMS FOR CONSIDERATION and OTHER BUSINESS – none

APPOINTMENTS – none

CITY MANAGER'S REPORT

CITY ATTORNEY'S REPORT

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CITY CLERK'S REPORT – none

OTHER DEPARTMENT RESPORTS - none

#### COMMISSION MEMBERS REPORTS

##### 2. City Manager Evaluation and Contract discussion/decision. (attachments)

- a) Current Contract 2012-2013
- b) Evaluations
- c) Proposed Contract FY 2013-2014

CM Cannon stated that he had asked Attorney Blair to prepare the revision to his contract prior to her leaving indicating the amount of pay was left blank for Commission authorization.

Mayor Wolf stated the Commission has to decide what is going to be done but noted that for the past 30+ years, the motion regarding adopting the budget with across the board raises for the employees also included the City Manager.

CM Cannon reminded the Mayor that when he was hired the Commission paid him out of a contract for the amount of \$5,000. The only thing he is asking for this new contract revision is for that \$5,000 to go to him. No 3% or anything else. Mayor noted the \$5,000 was paid to get him out of the contract with the other city not that it was offered as a part of salary and there was no other guarantee. CM Cannon expressed that his review of his evaluations reflected that he met the expectations of the job.

Mayor Wolf commented that he feels that a better evaluation would have been from the ones that work under him rather than the ones he works for. Mayor Wolf and Commissioner Clark noted some areas that they feel needs to be worked on.

Mayor Wolf referenced a form that had been prepared by the Clerks Department, at his request, for the Commissioners to use to reflect percentage rate of increase they propose for the City Manager without having to do so openly in a meeting and that the Clerks Department could then take the average of and incorporate that amount into the contract that is proposed.

CM Cannon expressed appreciation to the Commission for the chance to serve the Citizens of Wildwood.

The public records request from Pam Law was briefly discussed wherein several Commissioners expressed that they had not seen the request to furnish any and all texts, memos, etc. if they had any, regarding complaints pertaining to Deanna Cox and/or City Manager Cannon.

Commissioners Bivins, Green and Strickland expressed problems with emails and/or phones indicating they needed to come in. Commissioner Strickland indicated he has received emails from Marena only. Clerk Jacobs commented that he personally, had sent the public records request from Pam Law out to all Commissioners for their compliance.

Commissioner Strickland commented that since it seems that there is no one that feels that the Commission shouldn't extend the contract for City Manager Cannon, it is his opinion

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and he is willing to along with the same pay raise given the employees be provided the City Manager, whatever that is, so that is what he would check on the form and is not taking one home. Mayor noted that would be 3%.

Motion by Commissioner Green with a second by Commissioner Bivins to approve the revised contract for City Manager Bill Ed Cannon to become effective 10/1/13 with the salary as determined by City Clerk after averaging the rate increase recommendation sheets (form) from all the Commissioners. Motion carried. All voting yea.

Other: \*\*\*\*\*

Chief Reeser advised the Commission that the subject of familiarizing the Commissioners with the Sunshine laws had been referred to the new Attorney about possible seminars and providing training. The Commissioners noted that this was just offered thru City of Tavares most recently.

Commissioner Green indicated that he has previously been exposed to information.

Mayor Wolf commented he was going to bring up at the next meeting, given what has happened recently with shooting at the convenience store, the subject of lighted parking lots. We need to go back and see what our ordinances say. He has noticed several parking lots that considerably dark.

Chief Reeser noted that challenge to the ordinance would be up to the business, and he will research. He knows there are differences if you 24 hrs. vs. some other time frame and whether there is two clerks vs. some other number.

#### ADJOURNMENT

Motion by Commissioner Bivins, with a second by Commissioner Strickland to adjourn the meeting. Motion carried. All voting yea.

S E A L

CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA

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

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

CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA  
REGULAR MEETING  
September 10, 2013 – 7:00 P.M.  
CITY HALL COMMISSION CHAMBER

The City Commission of the City of Wildwood Florida met in Regular Session, September 10, 2013 at 7:00 p.m.

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

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

CONSENT AGENDA/INFORMATIONAL ITEMS

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

1. Minutes – None
2. Bills for Approval (Attachment – Staff Recommends Approval)
3. SP 1307-03 Oxford Mower Shop – Site Plan approval for a 2,400 sq. ft. building for a mower repair shop / office with related improvements. (Attachments – Staff Recommends Approval)
4. Approval of monthly rental, maintenance, and fuel/energy costs for twelve (12) cobra head lights along C-466A that will be mounted to Duke Energy electrical poles at a total estimated monthly cost of \$99.84. County to pay Contribution In Aid of Construction of \$2,850.70.
5. Safety Matters, Inc. – 16 Hour Work Zone Control, Intermediate Level – Certificates of Completion for Jason Wheeler, Alfonso Taylor, and Kelvin McCray.

Richard Busche of Kimley-Horn discussed item 4, indicating the City switched from lease to an install and maintain on the whole lighting system. These 12 are the ones on Duke Energy power poles and the City will have to lease those. The County will purchase the rest and the City will take over maintenance.

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

PUBLIC HEARINGS – 7:00 PM

6. Setting Tentative Ad valorem Millage Rate for FY 2013-2014 – Advertised as Public Hearing. With Tentative adopting Resolution No. R2013-19. (Attachment) (Staff Recommends Approval)

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Motion by Commissioner Clark, second by Commissioner Bivins to adopt R2013-19: A RESOLUTION OF THE CITY OF WILDWOOD, FLORIDA ADOPTING THE TENTATIVE LEVYING OF AD VALOREM TAXES FOR CITY OF WILDWOOD, FLORIDA; PROVIDING

FOR AN EFFECTIVE DATE. Motion carried by unanimous vote.

7. Tentative Adoption of FY 2013-2014 Budget – Advertised as **Public Hearing**. With Tentative adopting Resolution No. R2013-20. (Attachment) (Staff Recommends Approval)

Motion by Commissioner Green, second by Commissioner Clark to adopt R2013-20. A RESOLUTION OF THE CITY OF WILDWOOD, FLORIDA ADOPTING THE TENTATIVE BUDGET FOR FISCAL YEAR 2014; PROVIDING FOR AN EFFECTIVE DATE. Motion carried by unanimous vote.

PRESENTATIONS AND/OR PROCLAMATIONS - none

PUBLIC FORUM

ORDINANCES FIRST READING ONLY (NOTE VOTE)

Mayor Wolf recommended that discussion be allowed on first readings, so if changes are needed it can be done, otherwise Development Services has to re-advertise if changes are made during the second reading.

Melanie Peavy, Jason McHugh, Richard Busche and Marty Dzuro were sworn in by Mayor Wolf.

Commissioner Strickland entered meeting.

8. Ordinance No. O2013-24; an ordinance granting a request for approval of the Oxford Oaks Planned Development (RPD) pursuant to section 8.6 of the Land Development Regulations for certain property within the City of Wildwood, owned by Mid Florida Properties, LLC based on a favorable recommendation by the Planning & Zoning Board/Special Magistrate with conditions, case RZ 1305-02 (Attachments - Staff Recommends Approval with conditions).

DSD Peavy explained the history of this development. Ordinance went before the P&Z on June 27 and Special Magistrate took staff's recommendation to approve the Ordinance with the stipulation the developer agree to sidewalks on one side of the internal roads. Code requires sidewalks on both sides of City roads. In negotiation for this planned development and to encourage the developer to build staff agreed to make a recommendation for sidewalks on one side of the road. The applicant returned with a conceptual plan showing sidewalks on some of the internal roads but not all. The Special Magistrate recommended to go with staff's recommendation for sidewalks on one side of all the roads. That is the only issue that staff and the developer did not agree on. After the June 27 recommendation, the DA and the PDA came back before staff and the developer had requested some changes be made to some of the mechanical standards in our Code and LDR. Met with City Engineer and went over each request the developer was requesting a waiver for. Staff responded to them that the City does

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not have a waiver process but we would address each of the individual items. We did so and responded to the developer noting that some of the requests being not necessary and the ones staff would look at and whether it would be appropriate for staff to recommend changes to the LDR instead of putting these items in the PDA. Believe they have reached an agreement as of today that the PDA is not the place to address the material standards in the Code but rather the City Engineer, Utility Director and Public Works Director will look at those and make recommendation for changes to the Code. Took the PD Ordinance back before the P&Z on September 3 because of changes that the Special Magistrate had already made a recommendation on. Since then a recommendation has come from the Special Magistrate to keep the first recommendation and he also recommended that all of the items that had been agreed to outside of the Public Hearing and the items presented by the applicant as something equal to or greater than what the City had in the Code as a requirement be accepted. Staff is recommending approval to the City Commission subject to the recommendation of the Special Magistrate, requiring sidewalks on one side of all internal roads and deletion of sections in the proposed Development Ordinance that refer to material standards.

There are two items staff needs direction on: Sidewalks and take the material standards out of the Planned Development Ordinance.

Mayor Wolf noted that any concessions the Commission might make will basically change the LDR from this point forward also noted the LDR has not changed since the developer made application so they knew what they would have to work with. DSD Peavy – not necessarily a change to the LDR but it would be setting a precedent that other developers could point to.

Marty Dzuro representing Mid-Florida Properties. He noted that Wildwood has the Cadillac of LDR's, but does not have flexibility. Material specification in the LDR are industry accepted good engineering practice. There are instances where there are some things where some flexibility is needed, such as the limerock base. On main thoroughfares the Villages use an 8" limerock base, but interior neighborhood roads in the Villages have 6" limerock base. City LDR requires 8" on all roads. This does come down to money where the cost is passed to the buyer. These are the material things they will work with City staff to bring recommendation for changes to the LDR.

Motion by Commissioner Clark, second by Commissioner Bivins to refer the 11 Material Standards items to staff for drafting of LDR amendment recommendations. Motion carried by unanimous vote.

Marty Dzuro – believe the second issue sidewalks is a part of the Planned Development Ordinance. Explained issues with sidewalks on both sides of the road in developments of this size and with the topography of the land. Have proposed to have a main sidewalk down the main spline on the side with all the recreational facilities and at the beginning of the property a main sidewalk on that side with three crossings forcing pedestrians from inside the neighborhood pods to a sidewalk that takes them to one of the three crossings. City Staff worked with us and met us half way by saying sidewalks on only one side of the road. However, it comes back to increasing the costs of development and putting folks crossing in more numerous places than just three. Will work with City staff to see if there is a middle road and when this comes back to the Commission for the second reading they will have it worked out and will have decided and change the wording in the Ordinance. Knew from the beginning it would have to be a Planned Development and that due to the topography they would have to

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special things. The City's Planned Development allows flexibility. We knew we would have to be flexible with this and we knew we would come in without sidewalks on both sides of the road. He also noted this is the first test of the LDR and the Planning Design. They along with staff found there are things in there and is great planning and engineering but it is not economical without flexibility. They knew they had a special project and would have to do things special to make it an economical development. Mayor Wolf questioned traffic near the school and noted the City did not require a traffic study. Noted the City has no road impact fees and the road impact fees all go to the County but the City will have to maintain the roads.

Mayor Wolf noted he would like double sidewalks on main road. Mr. Dzuro indicated they would dedicate enough space on 214 and 209 for future multimodal trails.

DSD Peavy – Mr. Dzuro has made the statement he wants to work with staff to make the sidewalk issue more flexible to work on, and we have worked and what we came up with is that City staff recommend sidewalks on one side of all roads and if the Commission makes a decision outside of that . . . Mayor Wolf stated staff has already made a decision that is less than Code. Commissioner Strickland expressed concern that making that concession will set a precedent and feels that is a big liberty for staff to take and do that concession. Mayor Wolf noted that staff has done everything to try and make this happen, but likes the concept of sidewalks on both sides of the road. He asked if the roads would be gated but accessible. Mr. Dzuro indicated they would. DSD Peavy noted the Developer has requested City take over roads after completion.

Mayor Wolf noted that future developments would have look at this development and expect the same concessions.

DSD Peavy noted another issue has been the interconnectivity to the south and north and what has ended up is the developer has put in a future connection for when the property to the north develops. The idea of a subdivision to staff is not to have a gated closed off section. The policy in the plan requires interconnectivity. There is a developer with an approved Planned Development who is waiting for the outcome of the Commission decision on the sidewalk, so they can change or amend their PUD to get the same benefit. Staff has worked extensively with the developer on the Oxford Oaks development and came as far as they could to keep the interconnectivity idea and to help the applicant.

Commissioner Strickland – in the seven or eight years on the Commission the City has gone against the Special Magistrate's recommendation maybe once and that was the project south of the Turnpike which turned into a cluster. Don't plan to go against the staff recommendation or Special Magistrate, but is concerned that if the single sidewalk is approved will the LDR have to be changed. How do we justify doing that? Commissioner Strickland asked how do you tell the next developer that double sidewalk is required. The response was that you don't and anything done tonight will change the LDR. CA Hunt indicated it wouldn't necessarily change the LDR because the City has the flexibility to do it within the Planned Development but you would have to answer the question why they would have to do something the other developer did not. DSD Peavy noted sidewalks on both sides of the road are required in the LDR's and through the Planned Development process the City staff has the flexibility to negotiate on those type of issues. It was presented to the City that the developer did not want to do any sidewalks at first. It went back and forth with being able to the keep the intent of

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having that movement through the development but did not quite meet the standard of the LDR's. It would set future developments to point at this one and say they have sidewalks only on one side and the City has required previous developments to require sidewalks on both sides but they haven't built yet. The developer is asking for less than where staff has already come down on.

DSD Peavy - This action would not change the LDR's, so if someone comes in with straight zoning the City could still require what is in the LDR, then they would do a Planned Development and get sidewalks on one side of the road or whatever was agreed to at that time. She noted for Commissioner Green was not on the Commission at the time that the entire sidewalk issue was discussed at length and the Villages were present at that time. At that time the Commission gave staff direction to require sidewalks on both sides of the road. There is nothing that says the Commission can't require what is in the Code even though staff and the Special Magistrate have recommended sidewalks on one side.

CA Hunt noted the Special Magistrate requested he research the technical standards and whether it is okay to deviate inside a Planned Development, and the answer is yes. That is the whole point of Planned Development.

Danny Smith, local realtor was sworn in. Mr. Smith reported being an adjacent property owner he has seen an influx of people wanting to be in the area. Seeing the affects of them stepping forward to try to make it work in the City. The Realtors Association has proved there is \$40,000 for every home sold of local spin off and economic growth.

Mayor Wolf noted staff needs direction from the Commission and maybe in discussions they could come back without changing anything. Can live with the other motion of 11 items going to staff and then accepting the recommendation of the staff and Special Magistrate.

In response to a question from Commissioner Green, CA Hunt indicated that another developer of a Planned Development would have to go through the same process as this applicant and have justification for not meeting the LDR.

Commissioner Green noted he is in favor of Staff with sidewalks on one side of the roads. Commissioner Clark favors Staff recommendation. Commissioner Bivins indicated she would go with Staff recommendation and appreciates that staff has some flexibility.

Common Consent the Commission approved to go with Staff recommendation and change Ordinance to reflect same.

9. Ordinance No. O2013-40; an ordinance adopting floodplain management policies and procedures as required by the Federal Emergency Management Agency in conjunction with Florida Building Code. (Attachments – Staff Recommends Approval)

O2013-40 read by title only on first reading.

10. Ordinance No. O2013-41: an ordinance reclassifying parcel # D17=062 containing 4.75 +/- acres (Amsdell Storage Ventures, XV, LLC) 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

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Board/Special Magistrate acting as the Local Planning Agency, case CP 1308-01 (Attachments – Staff Recommends Approval)

O2013-41 read by title only on first reading.

11. Ordinance No. O2013-42; an ordinance rezoning parcel # D17=062 containing 4.75 +/- acres (Amsdell Storage Ventures, XV, LLC) from Sumter County “CL: Light Commercial” to City “C-3: General Commercial – Highway” 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 1308-01 (Attachments – Staff Recommends Approval – subject to approval of Ordinance O2013-41)

O2013-42 read by title only on first reading.

12. Ordinance No. O2013-43; an ordinance reclassifying parcel # G05=010 containing 1.88 +/- acres (Susan Lee Hooper, Trustee) from Sumter County “Low Density Residential” 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 1308-02 (Attachments – Staff Recommends Approval)

O2013-43 read by title only on first reading.

13. Ordinance No. O2013-44; an ordinance rezoning parcel # G05=010 containing 1.88 +/- acres (Susan Lee Hooper, Trustee) from Sumter County “R1: Low Density Residential” to City “C-1: General Commercial – Downtown” 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 1308-03 (Attachments – Staff Recommends Approval – subject to approval of Ordinance O2013-43)

O2013-44 read by title only on first reading.

### **RESOLUTIONS FOR APPROVAL**

Addressed earlier with Public Hearings.

### **FINANCIAL & CONTRACTS & AGREEMENTS**

14. Amendment Number 2 to IPO #20 (WUP Renewal) between the City of Wildwood and Kimley-Horn and Associates, Inc. – Request for Additional Information (RAI) from SWFWMD created additional work and an estimated increase of \$9,500 to IPO #20 – Funding available in current budget (Attachments) (Staff Recommends Approval)

Upon questions from the Commission, UD Phillips indicated SWFWMD requirements for a alternative water source would have required the water from the Champagne Farms well to be brackish. He noted that SWFWMD provided funds to assist with the Champagne Farm well. Richard Owen of WRPC is on board with the City regarding an AWS certificate and plans to present a letter he is writing in support of the Champagne Farms well being an AWS due to the Non-Traditional source the City has tapped into. Noted that St. Johns Water District accepted Ocala’s lower aquifer source as an AWS.

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Motion by Commissioner Clark, second by Commissioner Bivins to approve Amendment Number 2 to IPO #20 for Additional Information (RAI) from SWFWMD created additional work and an estimated increase of \$9,500 to IPO #20. Motion carried by unanimous vote.

15. CR 214 Re-Pump Station – Request to purchase VFD for High Service Pump No. 2 Replacement which failed on August 14. Three quotes received: Sanders Company, Inc. \$9,090.00; Lord & Company, Inc. \$10,171.00; Danfoss Drives; North America Motion Controls \$10,283.50. Staff recommends approval of purchase from Sanders Company, Inc. (Attachments) (Staff Recommends Approval)

Motion by Commissioner Green, second by Commissioner Strickland to purchase VFD for High Service Pump No. 2 Replacement which failed on August 14 from Sanders Company, Inc. \$9,090.00. Motion carried by unanimous vote.

16. Request to purchase Ashley Property, contingent upon Positive Test Well results, for a new well west of I75. Executive Summary with appraisal and Contract of Sale and Purchase. (Attachments) (Staff Recommends Approval)

Lewis Bryant of KHA noted there are three options. 1. Purchase the property then construct the production well. You may find unsuitable water. 2. Purchase the property and as part of the due diligence construct a test well for about \$17,000 and test the quality and capacity. Then construct the production well for about \$40,000. 3. Purchase the property and as part of the due diligence construct the production well and save the \$17,000. Noted other wells in the area that has good water.

Motion by Commissioner Clark, second by Commissioner Bivins to go with option #3 and to execute the Ashley property contract and as part of the due diligence construct the production well and save the \$17,000. Motion carried. Yea – Wolf, Bivins and Clark. Nay – Strickland and Green.

#### GENERAL ITEMS FOR CONSIDERATION and OTHER BUSINESS

17. Request from Goodwill Sun-Coast Industries, LLC for the Commission to consider modifying Section 12-96 of the Code of Ordinances to allow donation trailers on certain properties in the City (Board Option)

DSC McHugh noted if the Commission is in favor of allowing the donation trailers it will have to come back to the Commission. Noted that the Sparr building is zoned as Industrial and staff is not in favor of C&K or Tin Can Pam's. This is not a permanent set up. Kim Vandy, Vice President of Goodwill Industries indicated the locations are attended.

Motion by Commissioner Clark, second by Commissioner Bivins to have the Code of Ordinance modified to allow the donation trailers. Motion carried by unanimous vote.

APPOINTMENTS – none

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**CITY MANAGER'S REPORT**

- Reported that D.A.B. was the County's low bidder for C466-A construction. Richard Busche of KHA reported the City's portion is the relocation of potable water and some gravity sewer lines however by approving to piggyback the County's bid with D.A.B. they will do the relocation during the construction. City will be covered with same insurance and requirements of the County bid.

Motion by Commissioner Clark, second by Commissioner Green to approve to piggyback of County's bid and execution of contract with D.A.B. Motion carried by unanimous vote.

**CITY ATTORNEY'S REPORT** - None

CA Hunt reported that Jerri Blair has been meeting with him on a regular basis and has been great.

**CITY CLERK'S REPORT** - None

**OTHER DEPARTMENT RESPORTS**

18. P&R Coordinator Jenny Hudson to present design information and estimated costs Electronic Signage for Wildwood Community Center. Staff request Board input. (Attachments)

P&RC Hudson asked the Commission whether the information presented was the direction they want to take. Commissioner Clark requested that the sign indicate Emergency Shelter instead of Storm Shelter. Commissioner Strickland asked if the electronics could be added to the present sign. P&RC Hudson indicated Mid-Florida Signs indicates the entire sign will have to be changed out. Strickland – The City currently doesn't any LED signs. Noted the City has one and plans to construct another. City must get a government exception. Needs to be lighted.

By Common Consent the Commission approved for P&RC Hudson to obtain additional quotes.

**COMMISSION MEMBERS REPORTS**

Strickland – has been brought to his attention by the new Oxford Church that the City does not allow any LED signs at all. Feels the Ordinance needs to be modified to allow some LED signs. DSD Peavy to send the Commission the present sign ordinance and make recommendation for change for LED signs.

Mayor Wolf – regarding the budget for 2013-2014 Capital Improvements – feels these should be held off because of current litigations. CM Cannon noted that Jim Gollahon will be presenting at an upcoming meeting.

**ADJOURNMENT**

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

S E A L

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

CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA

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

**BILLS FOR APPROVAL**  
**City of Wildwood, Florida**  
**October 28, 2013**

**CITY COMMISSION-LEGISLATIVE DEPARTMENT**

1	Florida League of Cities	Membership Dues	\$ 508.50
2	PGIT	Workers Comp Insurance	\$ 16.43
3	UPS	Postage	\$ 8.71

**CITY MANAGER-EXECUTIVE DEPARTMENT**

4	Payroll	October 20, 2013 Pay Period - 2 Employees	\$ 6,133.40
5	Arbor Day Foundation	Membership Dues	\$ 15.00
6	Bright House	Internet Service	\$ 114.60
7	Bill Ed Cannon	Car Allowance	\$ 500.00
8	Florida League of Cities	Membership Dues	\$ 84.75
9	PGIT	Workers Comp Insurance	\$ 59.82

**CITY CLERK-FINANCIAL & ADMINISTRATIVE DEPARTMENT**

10	Payroll	October 20, 2013 Pay Period - 4 Employees	\$ 10,999.95
11	Bright House	Internet Service	\$ 229.18
12	Brown & Brown of Florida, Inc.	ACE 2nd Yr. Install, Commercial Package Renewal	\$ 36,716.00
13	C.E.S. City Electric Supply Company	LU 70W ED17 Med-Clear	\$ 31.53
14	C N A Surety	Bond Policy	\$ 124.10
15	Dart Electronics	Fire Alarm Monitoring	\$ 37.43
16	Duke Entergy	Electric Service	\$ 272.01
17	Florida League of Cities	Membership Dues	\$ 84.75
18	IMS	Software Maintenance	\$ 432.00
19	Intl Institute of Municipal Clerks	Membership Dues	\$ 85.00
20	Kohn Construction & Electric, Inc	HVAC Service Contract	\$ 100.00
21	Municode	Annual Billing October 2013-September 20-14	\$ 700.00
22	PGIT	Workers Comp Insurance	\$ 95.71
23	Sharky's Van N Sew	New Motor and Belts	\$ 69.83
24	Sherwin Williams Co.	Paint	\$ 95.14
25	Villages Technology Solutions Group	Zimbra Email	\$ 487.50
26	Wildwood Community Cemetery	Budgeted Maintenance Support - Arthur Rivers	\$ 340.93

**DEVELOPMENT SERVICES**

27	Payroll	October 20, 2013 Pay Period - 3.5 Employees	\$ 8,264.14
28	Bright House	Internet Service	\$ 229.18
29	Martronics	Batteries	\$ 14.30
30	PGIT	Workers Comp Insurance	\$ 83.11
31	Sumter County Clerks Office	Recording ERC's, Providence Agreement	\$ 485.00

**HUMAN RESOURCES**

32	Payroll	October 20, 2013 Pay Period - 1 Employees	\$ 2,100.20
33	Bright House	Internet Service	\$ 57.30
34	PGIT	Workers Comp Insurance	\$ 15.95

**POLICE DEPARTMENT**

35	Payroll	October 20, 2013 Pay Period - 32 Employees	\$ 70,863.30
36	Alliance Coach RV Sales and Service	Pedestal Table Leg	\$ 19.74
37	Barron Psychological Service	Psychological Screening Evaluation	\$ 250.00
38	Blue Book Law Enforcement	Florida Blue Book	\$ 89.95
39	Chief Supply / Law Enforcement	Badges , Conceal Holster	\$ 498.49
40	CDW-G	WD My Book 3TB USB 3.0	\$ 281.37

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Page 2

41	Century Link	Telephone Service	\$	626.46
42	Citrus Publishing	Ad	\$	52.43
43	Department of Management Services	DMS	\$	53.66
44	Duke Entergy	Electric Service	\$	1,306.48
45	Lake County Arms	Front and Rear Backup Sights	\$	2,025.00
46	Maggio Enterprises, Inc	Paper Products	\$	137.45
47	Merritt Department Store	Shirts and Trousers, Windbreaker	\$	827.01
48	Pitney Bowes	Purchase Power Postage	\$	144.16
49	PGIT	Workers Comp Insurance	\$	8,295.01
50	The Daily Commercial	Ad	\$	109.20
51	TLO LLC	Person Search	\$	29.77
52	Villages Operating Company	A/C Reimbursement	\$	19.26

**STREET DEPARTMENT**

53	Payroll	October 20, 2013 Pay Period - 9 Employees	\$	17,641.85
54	Bright House	Internet Service	\$	149.18
55	Department of Corrections	Work Squad 4th Quarter	\$	14,501.00
56	Duke Entergy	Electric Service	\$	4,232.19
57	Martronics	Batteries	\$	36.39
58	Kelvin McCray	Boot Allowance	\$	75.00
59	PGIT	Workers Comp Insurance	\$	4,240.82
60	Salescorp of Florida	Basic Dust Mask	\$	6.00
61	The Daily Commercial	Ad	\$	139.88

**FLEET SERVICES**

62	Payroll	October 20, 2013 Pay Period - 2 Employees	\$	5,262.02
63	Bright House	Internet Service	\$	149.17
64	Duke Entergy	Electric Service	\$	109.03
65	Martronics	Batteries	\$	24.86
66	Mitchell 1	Prodemand Repair Software Sub	\$	1,488.00
67	PGIT	Workers Comp Insurance	\$	1,174.22
68	Pro Chem, Inc	Lime Force, Bolt Blaster, Solv-All, Slither	\$	363.76
69	Ron Tarbox / Cornwell Tools	Pitman Arm Puller	\$	31.95

**COMMUNITY RE-DEVELOPMENT**

70	Payroll	October 20, 2013 Pay Period - .5 Employees	\$	2,065.44
71	Bright House	Internet Service	\$	57.28
72	PGIT	Workers Comp Insurance	\$	15.95

**PARKS AND RECREATION**

73	Payroll	October 20, 2013 Pay Period - 5 Employees	\$	7,767.29
74	A.W.S. Advanced Waste Solutions	Port O Let Rentals	\$	264.00
75	Bright House	Internet Service and WiFi	\$	168.00
76	Culligan	Rental Softener - Lake Deaton - Wigglesworth	\$	32.95
77	Department of Corrections	Work Squad 1st Quarter	\$	8,624.55
78	Duke Entergy	Electric Service	\$	223.66
79	John Deere landscapes	Tournament Athletic Paint	\$	348.48
80	Lawton Bros., Inc	Floor Cleaner Scrubber	\$	3,696.00
81	Jess Locke	Entertainment for Food Truck Night	\$	300.00
82	Martin's Lock Shop	Deadbolt and Keys	\$	267.00
83	Nature Calls Inc	Port O Let Rentals	\$	505.00
84	PGIT	Workers Comp Insurance	\$	797.60
85	Salescorp of Florida	Gatorade	\$	204.00

October 28 2013  
Page 3**COMMUNITY CENTER & OXFORD COMMUNITY CENTER**

86	Bright House	Internet Service and WiFi	\$	657.29
87	Century Link	Telephone Service	\$	138.01
88	Sharon Corbin	Deposit Refund - Oxford Community Center	\$	50.00
89	Joshua Masonic Lodge	Deposit Refund - Wildwood Community Center	\$	168.38
90	Lake Sumter Intergroup	Deposit Refund - Wildwood Community Center	\$	33.75
91	Jessica Medina	Deposit Refund - Oxford Community Center	\$	50.00
92	Oracle Elevator	Regular Service	\$	445.43
93	Eloise Otero	Deposit Refund - Oxford Community Center	\$	50.00
94	Resource One	Cleaning Supplies	\$	284.16
95	Bernell Rich	Cancellation of Event Wildwood Community Building	\$	273.00
96	Patricia Tillman	Deposit Refund - Oxford Community Center	\$	50.00
97	United Refrigeration, Inc	Repair Ice Machine	\$	203.60

**PHYSICAL ENVIRONMENT ADMINISTRATIVE DEPARTMENT**

98	Payroll	October 20, 2013 Pay Period - 3 Employees	\$	5,723.77
99	Bright House	Internet Service	\$	171.88
100	Brown & Brown of Florida Inc	Commercial Package Renewal	\$	35,608.00
101	Century Link	Telephone Service	\$	43.40
102	C.E.S. City Electric Supply Company	LU 70W ED17 Med-Clear	\$	31.54
103	Paula Corbin	Personal Vehicle Use	\$	14.13
104	Dart Electronics	Fire Alarm Monitoring	\$	37.42
105	IMS	Software Maintenance	\$	120.50
106	Kohn Construction & Electric, Inc	HVAC Service Contract	\$	100.00
107	Martronics	Batteries	\$	14.30
108	Postmaster	Utility Billing Postage	\$	1,166.99
109	PGIT	Workers Comp Insurance	\$	47.86
110	Sharky's Van N Sew	New Motor and Belts	\$	69.81
111	Sherwin Williams Co.	Paint	\$	95.13
112	Villages Technology Solutions Group	Zimbra Email	\$	487.50

**UTILITY DEPARTMENT**

113	Payroll	October 20, 2013 Pay Period - 23 Employees	\$	45,541.28
114	Acton	Modular Rental Oct and November	\$	1,200.54
115	AmeriGas	Yearly Tank Rental	\$	116.86
116	Besco Electric Supply Company	Coding Tape	\$	112.91
117	Brenntag	Liquid Chlorine	\$	1,878.55
118	Bright House	Internet Service	\$	533.65
119	Century Link	Telephone Service	\$	135.97
120	Department of Corrections	Work Squad 1st Quarter	\$	5,749.70
121	Department of Management Services	DMS	\$	53.66
122	Discount Janitorial & Paper Supply	Paper Products	\$	256.88
123	Duke Energy	Electric Service	\$	67.93
124	Ed's Crane Service of Lake County	Remove and Set Kruger's Gear Box	\$	770.00
125	HD Supply Waterworks	Green PVC Pipe, Sch 40, Concrete Valve Ring, Etc	\$	408.69
126	Kruger	Remanufacture UM180 BMIS Rotor Gearbox	\$	12,721.19
127	Louise Mount	Boot Allowance	\$	75.00
128	Odyssey Manufacturing	Hypochlorite Solutions	\$	4,567.49
129	Plant Technicians	Environmental Testing	\$	60.00
130	PGIT	Workers Comp Insurance	\$	6,380.77
131	Pro Chem, Inc	Slither, Suds Hand Soap, Odor Out.	\$	359.19
132	Sherwin Williams Co.	Paint	\$	46.89
133	Sign Wizard	4 Sets of Decals	\$	35.00
134	Southern Pro Fence	Chain-link Fence Repair - Fox Hollow	\$	100.00
135	Sumter Electric	Electric Service	\$	2,631.20

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136	Sunstate Meter & Supply, Inc.	T10 Pit Gallon Ecoder Register, STD Ball, Pit Gallon	\$ 1,326.63
137	Test America	Environmental Testing	\$ 1,496.25
138	The Dumont Company	Hypochlorite Solutions, Clear Flow	\$ 6,030.75
139	Tommy Hays A/C & Refrigeration	Water Pump Ice Machine	\$ 169.00
140	UPS	Postage	\$ 16.22
141	USA BlueBook	Solvent Based Inverted Paint Blue, Wasp Killer	\$ 276.28
142	VWR	Funnel Mag Filter	\$ 443.92

**GREENWOOD CEMETERY**

**ATTORNEYS/CONSULTANTS/SURVEYORS**

143	Architects Design Group, Inc	Wildwood Police Department Facility	\$ 4,327.22
144	Jerri A Blair	Attorney	\$ 5,000.00
145	Kimley-Horn and Associates, Inc	Engineers	\$ 20,408.93

**FUEL INVENTORY**

146	Stone Petroleum Products, Inc	Unleaded Gasoline	\$ 8,021.38
147	Stone Petroleum Products, Inc	Ultra LSD Fuel	\$ 1,713.19

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<b>TOTAL</b>			<b>\$ 409,351.68</b>
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CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA

S E A L

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

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

# CITY COMMISSION OF THE CITY OF WILDWOOD

## EXECUTIVE SUMMARY

**SUBJECT:** Lakeside Landings Planned Development Amendment, RZ 1212-01

Approval of Ordinance O2013-37.

**REQUESTED ACTION:**

<input type="checkbox"/> Work Session (Report Only)	<b>DATE OF MEETING:</b>	<u>10/14/13 First Reading</u>
<input checked="" type="checkbox"/> Regular Meeting	<input type="checkbox"/> Special Meeting	<u>10/28/13 Adoption</u>

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

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

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

**HISTORY/FACTS/ISSUES:**

The applicant seeks approval for a "Planned Development" (PD) approval on 169.83 acres of property zoned "R:2: Low Medium Density Residential" and "PUD: Planned Unit Development."

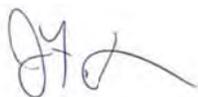
The Project is an approved Planned Development that is entitled to build 749 residential dwelling units and 20,000 SF of commercial retail. The Planned Development approval was granted by Ordinance O2011-07. The applicant is revising the boundary of the Planned Development to include additional property that was designated as "Future Development" on the conceptual development plan that was incorporated into Ordinance O2011-07.

No additional entitlements will be granted.

Pursuant to Section 8.6 of the Land Development Regulations, Ordinance O2013-37 adopts the Lakeside Landings Planned Development Agreement. The Project's legal description and conceptual development plan have been incorporated into the Ordinance as exhibits. The PD Agreement outlines specific criteria and standards for the Project.

At the October 1, 2013 Planning and Zoning Board Hearing, the Special Magistrate recommended approval of the Ordinance.

**Staff recommends approval of Ordinance #02013-37.**



Jason McHugh  
Development Services Coordinator

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

The case below was heard on Tuesday, October 1<sup>st</sup>, 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 Planned Development modification increasing the size of the development by approximately 58.47 acres MOL and retaining the original 749 unit maximum for the entire development. The site is generally located on the south side of C-472 approximately one mile east of US Hwy 301. The Engineer of Record is Jeffrey A. Head, P.E. with Farner, Barley, and Associates, Inc. of Wildwood, Florida.

**Case:** RZ 1212-01

**Parcels:** D21=003, et. al.

**Owner:** Power Corporation

**Applicants:** SAME

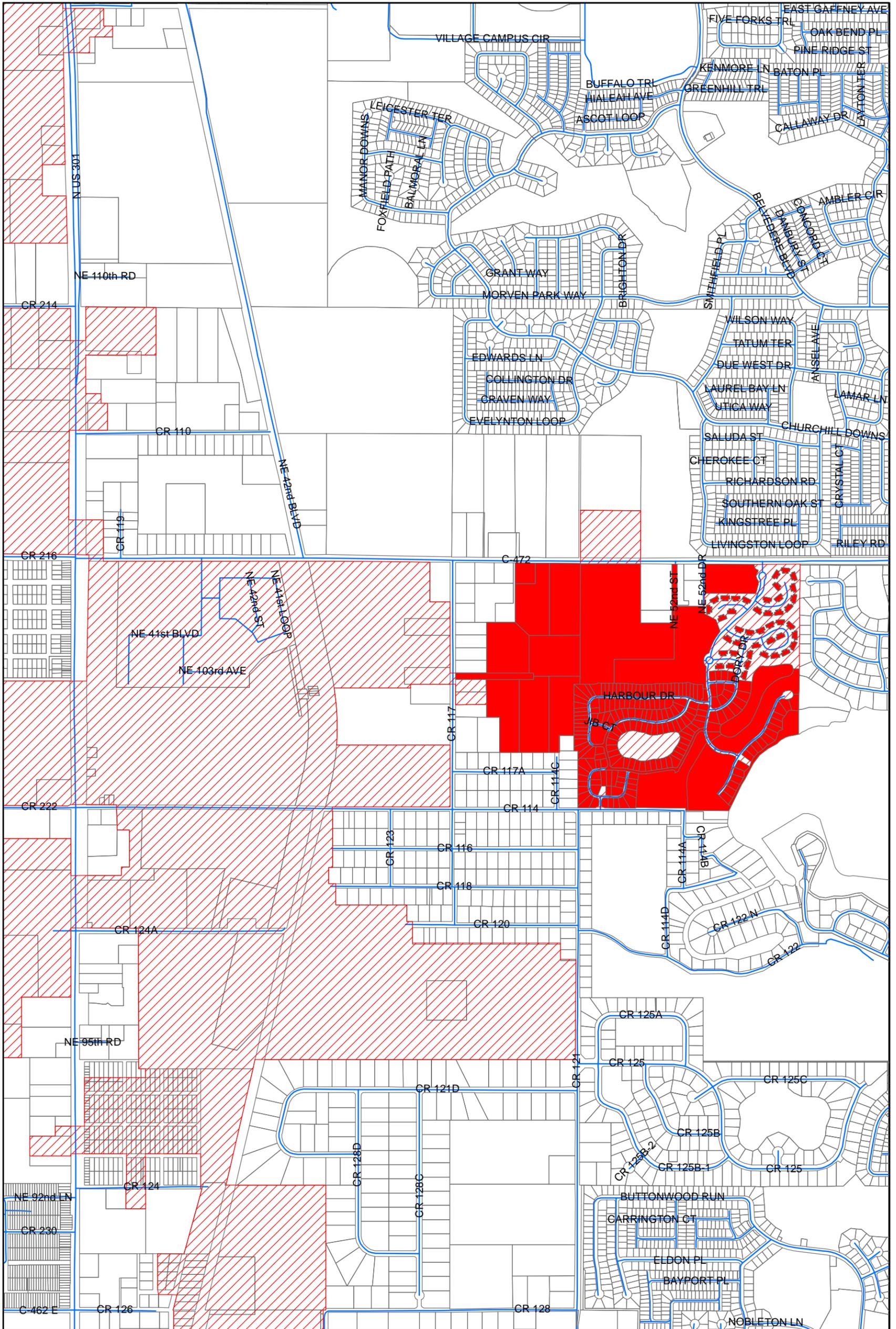
Under subsections 1.7(B)(2) and 3.3(B)(3) of the Land Development Regulations (LDRs), the Planning and Zoning Board/Special Magistrate has a duty to make a recommendation to the City Commission on all proposed zoning amendments in accordance with the procedure outlined in subsection 1.14 (B)(3) and the 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 Ordinance O2013-37 to the City Commission.

Dated: 10/4/13



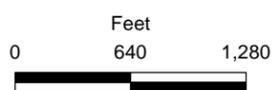
Archie O. Lowry, Jr.  
Special Magistrate City of Wildwood



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



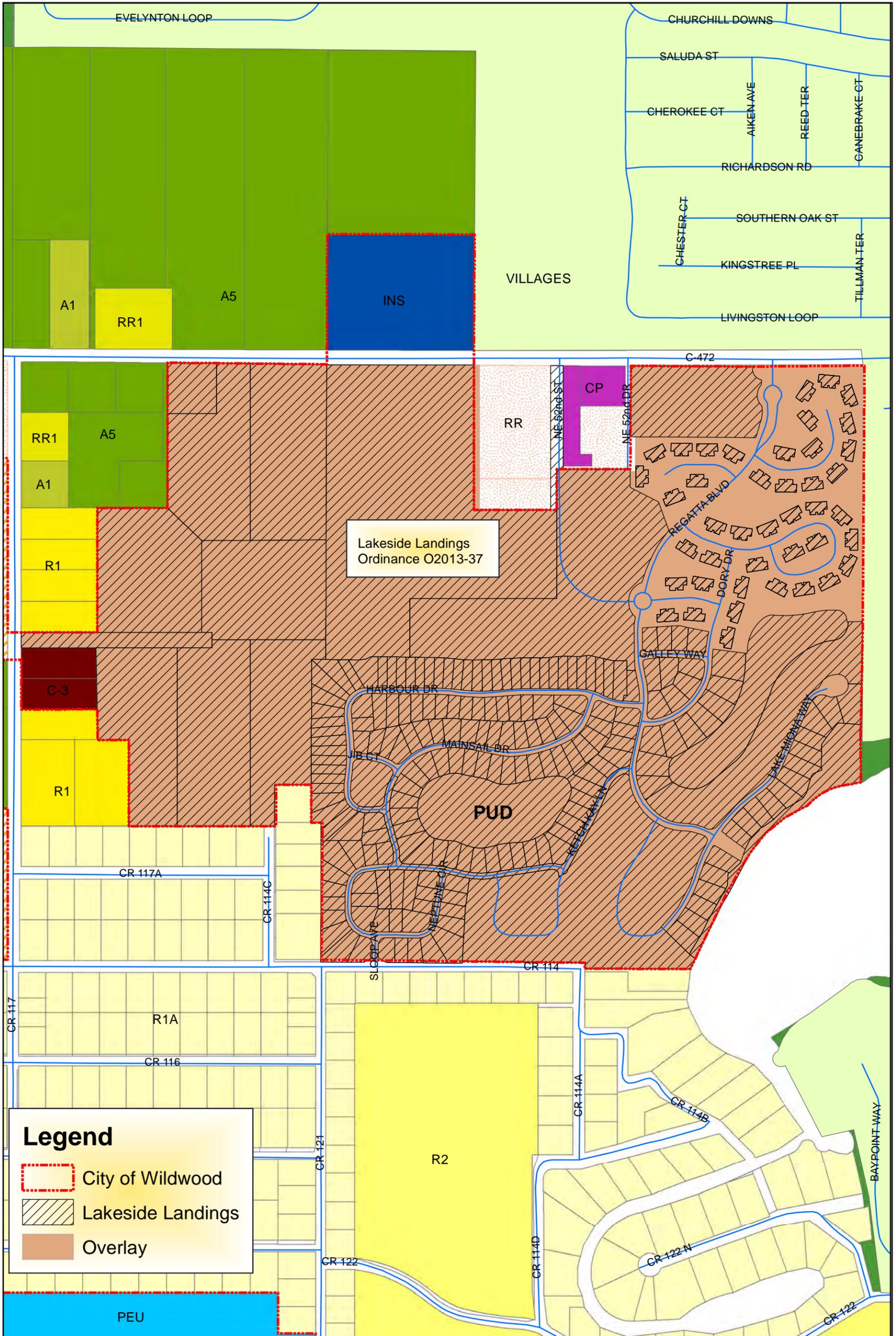
**LAKESIDE LANDINGS  
 RZ 1212-01**

**WILDWOOD, FLORIDA**

SEPTEMBER 2013

LOCATION MAP





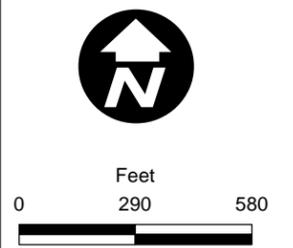
**Legend**

- City of Wildwood
- Lakeside Landings
- Overlay

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



<b>LAKESIDE LANDINGS RZ 1212-01</b>	
<b>WILDWOOD, FLORIDA</b>	
SEPTEMBER 2013	PROPOSED OVERLAY ZONING

## ORDINANCE NO. O2013-37

AN ORDINANCE OF THE CITY OF WILDWOOD GRANTING A REQUEST FOR A PLANNED DEVELOPMENT AMENDMENT PURSUANT TO SECTION 8.6 OF THE LAND DEVELOPMENT REGULATIONS. FOR CERTAIN PROPERTY WITHIN THE CITY OF WILDWOOD, FLORIDA; OWNED BY POWER CORPORATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

The application filed by Power Corporation, (hereinafter referred as the, "Developer") for a Mixed Use Planned Development was heard by and before the City Commission, Wildwood, Florida on this \_\_\_\_\_ day of \_\_\_\_\_ 2013. Based upon the verified application and supporting documents, analyses, maps, charts, other evidence and instruments, the advice, report and recommendations of the Project Review Committee and the testimony adduced and evidence received at the Public Hearing by the Planning and Zoning Board on October 1 2013 and otherwise being fully advised, the City Commission does hereby find and determine as follows:

### SECTION 1: GENERAL FINDINGS

- A. That the Lakeside Landings Planned Development Application (hereinafter referred to as the "Project") was duly and properly filed by the Developer herein on December 17, 2012.
- B. That all fees required to be borne and paid by the Developer have been paid in accordance with the City of Wildwood Fee Schedule.
- C. That the Project was reviewed by the Project Review Committee and found to meet or exceed the minimum standards of the City's Comprehensive Plan, Land Development Regulations, Code of Ordinances, and all other applicable ordinances and regulations.
- D. That the Developer continues to develop a Project consisting of 169.93 acres, more or less, which is situated in Wildwood, Florida. This land is legally described in "Exhibit A" attached hereto.
- E. That the Developer has complied with the conceptual development plan provision as required by Section 8.4 of the Land Development Regulations.
- F. That the City has complied with the due notice requirements of subsection 3.3(B)(3) of the Land Development Regulations.

## **SECTION 2: FINDINGS REGARDING PLANNED DEVELOPMENT OVERLAY**

- A. That the Project is an existing Planned Unit Development subdivision with developed lots and constructed homes on the property.
- B. That the Applicant has applied for a Mixed Use Planned Development (MUPD) of the lands described in “Exhibit A”.
- C. That the zoning districts of the subject land described in “Exhibit A” are classified as PUD (Ordinance O2009-17) and (R-2: Low Medium Density Residential) on the City of Wildwood Zoning Map.
- D. That this Ordinance does not increase the amount of permitted development within the Project that was already granted by the City Commission through the adoption of Ordinance O2009-17 on September 15, 2009.
- E. That the Project is consistent with both the City of Wildwood Comprehensive Plan, the intent and purpose of the City of Wildwood Land Development Regulations, and does promote the public health, safety, morals, welfare, and orderly growth of the City of Wildwood.
- F. That the City of Wildwood Land Development Regulations are consistent with the provisions of the “Planned Development Agreement” as hereinafter set forth in Section 3 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.
- G. This Ordinance shall become effective immediately upon its approval and adoption by the City Commission.

## **SECTION 3: PLANNED DEVELOPMENT AGREEMENT: GENERAL PROVISIONS**

- A. Development Concept. The Project shall be developed as a Planned Development substantially in accordance with this Ordinance. This Planned Development Agreement shall govern the development of the Project.

- B. Conceptual Development Plan. The Project includes a Conceptual Development Plan pursuant to Section 8.4 of the Land Development Regulations. The conceptual development plan prepared by Farner Barley and Associates dated September 18th, 2013 (revision date) is incorporated into this Ordinance as “Exhibit B” attached hereto. The Conceptual Development Plan is substantially consistent with City of Wildwood Comprehensive Plan.

The Conceptual Development Plan is conceptual in nature and may be affected or modified by final zoning approval and conditions, by compensating storage capacity in flood prone areas, final wetland or protected species locations and jurisdictional boundaries, final engineering, permitting, surveys, or conservation easements.

- C. Development Program. The Project consists of the following:
- 1) Residential Development. The residential component of the Project contains a mix of single family detached and single family attached dwelling units. The Project shall contain no more than 749 dwelling units.
  - 2) Commercial Development. The commercial component of the Project shall contain no more than 20,000 square feet of gross leasable area.
- D. Amendments. The Development Services Director, or designee, shall have the authority to approve non-substantial changes to the conceptual development plan without a public hearing. The determination of what constitutes a non-substantial change shall be at the Development Services Director’s discretion. All modifications requiring an amendment to the Planned Development Agreement shall require review and recommendation of the Planning and Zoning Board and action by the City Commission in the same manner as an Application for Planned Development.
- E. Principal Uses. All residential unit types are permissible within the Project. For the commercial component of the Project, the principal uses listed in Chapter 3, Table 3-6 of the Land Development Regulations for the “C-2” zoning district shall be permitted within the commercial parcel of the Project.
- F. Design District Standards. The commercial component of the Project shall adhere to the Neighborhood Design District Standards pursuant to Section 6.12 of the Land Development Regulations. Residential design standards shall not be applicable because the majority of the development was approved prior to the City adopting the standards. The design of the

residential areas shall be substantially consistent with the portions of the Project that have already been constructed.

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

- 1) Single Family Detached Dwellings:
  - 25' front setback
  - 10' separation between structures
  - 7.5' side setback on corner lots
- 2) Single Family Attached Dwellings:
  - 25' front setback
  - 20' separation between structures
- 3) Commercial parcel:
  - 35' front setback (from CR 472)
  - 25' side and rear

H. Recreation and Open Space.

- 1) Parks and Recreation. The Project contains a 6.3 acre recreation area which contains a clubhouse, swimming pools, tennis courts and other amenities and serves as the main recreational area for the residents. At least one additional recreation area is required within the Project. The additional recreation area shall be at least a half-acre in size and contain active amenities which may include a basketball court, exercise station, playground, or other similar use.
- 2) Buffers. The Project shall contain a 25' landscape buffer along CR 472 and a 20' landscape buffer along the western boundary of the Project. The landscape buffer along the western boundary may be substituted with a 6 foot high decorative wall.
- 3) Open Space.

The Project shall contain a minimum of 25% open space. The open space network shall be interconnected wherever possible to create a continuous network within and adjoining the site. Open space, as previously agreed upon in Ordinance O2009-17, may include greenspace, buffers, recreation areas, stormwater retention areas, and landscaped areas. For purposes of meeting the open space requirement, up to 50% of the stormwater retention areas may be included, but shall not exceed 50% of the total open space for the Project. For single family detached lots, 40% of the pervious surface may be used towards the open space requirement. Open space shall not include bodies of water, right-of-ways, driveways, off-street parking and loading areas or other impervious surface areas which do not meet the definition of open space.

I. Floodplains. The Special Flood Hazard Area shall be identified on all subdivision plans and plats. For lots within the Special Flood Hazard Area the Developer shall either:

- 1) Obtain a Letter of Map Revision (LOMR-F) from FEMA for lots filled or regraded to be above the base flood elevation, or
- 2) Identify the base flood elevation for each buildable lot within the Special Flood Hazard Area. A notice shall be placed on the deed stating that "This property is located within a Special Flood Hazard Area."

J. Public Facilities.

- 1) Potable Water, Wastewater, and Reuse Water. The Project is currently served by the City's potable water and wastewater services. Any additional connections to the systems will be deducted from capacities reserved through the Lakeside Landings Developer's Agreement. Should capacities outside the original reservation be necessary, the developer shall reserve capacities as needed at current rates.
- 2) Solid Waste. Solid waste services shall be provided by the City or the City's contracted refuse service provider.
- 3) Stormwater. The Project shall contain a stormwater management system which meets the requirements of the Southwest Florida Water Management District. Future stormwater management areas may be constructed similarly to those stormwater management areas that currently exist within the Project. The maintenance of the stormwater system shall be the responsibility of the Developer or the Project's Homeowner's Association.
- 4) Underground Utilities. All on site utilities shall be underground. Developer is responsible for running utilities underground for the Project.
- 5) Lighting. Decorative street lighting shall be provided throughout the Project. Exterior lighting of the commercial area shall be designed so that residential areas are not adversely impacted. Exterior light fixtures should be fully shielded or designed with light-angle cut-offs so as to eliminate spill light, trespass light, and glare.

K. Access and Transportation.

- 1) Residential Access. Permanent and emergency access points are shown on the Project's Conceptual Development Plan in "Exhibit B." Regatta Boulevard is a gated road that serves as the Project's main access to CR 472. A secondary access point for the residents is required at CR 114. All access points may be gated.
- 2) Commercial Parcel Access. The applicant may seek a driveway permit from Sumter County for access of the commercial parcel to CR 472. Access to the commercial parcel shall be provided from

Regatta Boulevard so that residents of the Project need not turn onto CR 472 to for access.

- 3) Sidewalks. At a minimum, sidewalks shall be constructed along one side of each roadway within the Project as previously constructed.
- 4) Right-of-Way Donation. The Developer has donated 25 feet along CR 114 for right-of-way as shown on the record plat of the existing subdivision. No other right-of-way dedication is required.
- 5) Maintenance. Maintenance of all transportation infrastructure shall be the responsibility of the Developer or the Project's Homeowner's Association.
- 6) Ingress and Egress Easement for Parcel D20=077. As shown on the Conceptual Development Plan, there is an existing 50' x 50' easement for ingress and egress that serves Parcel D20=077. The Developer shall not deprive the property owner of Parcel 20=077 of access to his/her property.

- L. Maintenance of Common Areas. Maintenance and repair of structures, lawn mowing, and landscaping maintenance of all common areas within the Project shall be the responsibility of the property owner or its designee such as a property owners association, at no cost or obligation to the City. The Developer shall provide guidelines to the City for approval, not to be reasonably withheld, conditioned or delayed, for the maintenance of common areas. The City will be granted the right to enforce the common areas maintenance obligations against the Association as may be applicable, and to be reimbursed for the reasonable attorney's fees, costs and expenses, as may be reasonably incurred by the City.
- M. Enforcement of Rules and Regulations. For the maintenance of the common areas referenced in Section 3(L) above, the applicable provisions in the Guidelines: (i) shall be made applicable to the Project; and (ii) shall be reviewed/approved by the City of Wildwood and a certificate of occupancy being issued for completed improvements; and (iii) will provide that the City of Wildwood shall have the right, but not the obligation, to enforce such maintenance obligations against a violating party and that the City should be entitled to reasonable attorney's fees and costs for enforcement regardless of whether or not a suit has been filed.
- N. Impact Fees. The Planned Development shall be subject to all impact fees applicable at the time of permitting. All impact fees are to be paid before issuance of any building permit. Proof of Sumter County impact fees paid shall be provided to the City of Wildwood. Any impact fees adopted by the City of Wildwood, Sumter County or the Sumter County School Board prior to issuance of building permits shall also be applicable to the Planned Development.

**SECTION 4: 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 5: EFFECTIVE DATE.**

This Ordinance shall become effective immediately upon 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 \_\_\_\_\_, 2013.

CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA

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

\_\_\_\_\_  
ED WOLF, MAYOR

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

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

Approved as to Form:

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

**Ordinance O2013-37**

**“Exhibit A”**

**Lakeside Landings**

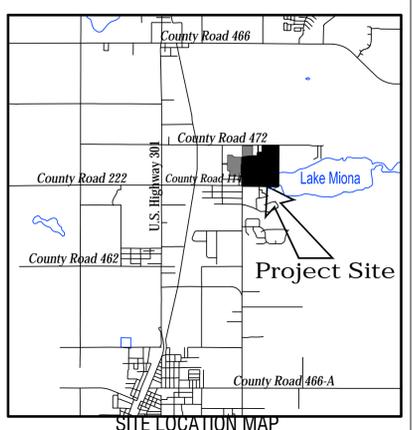
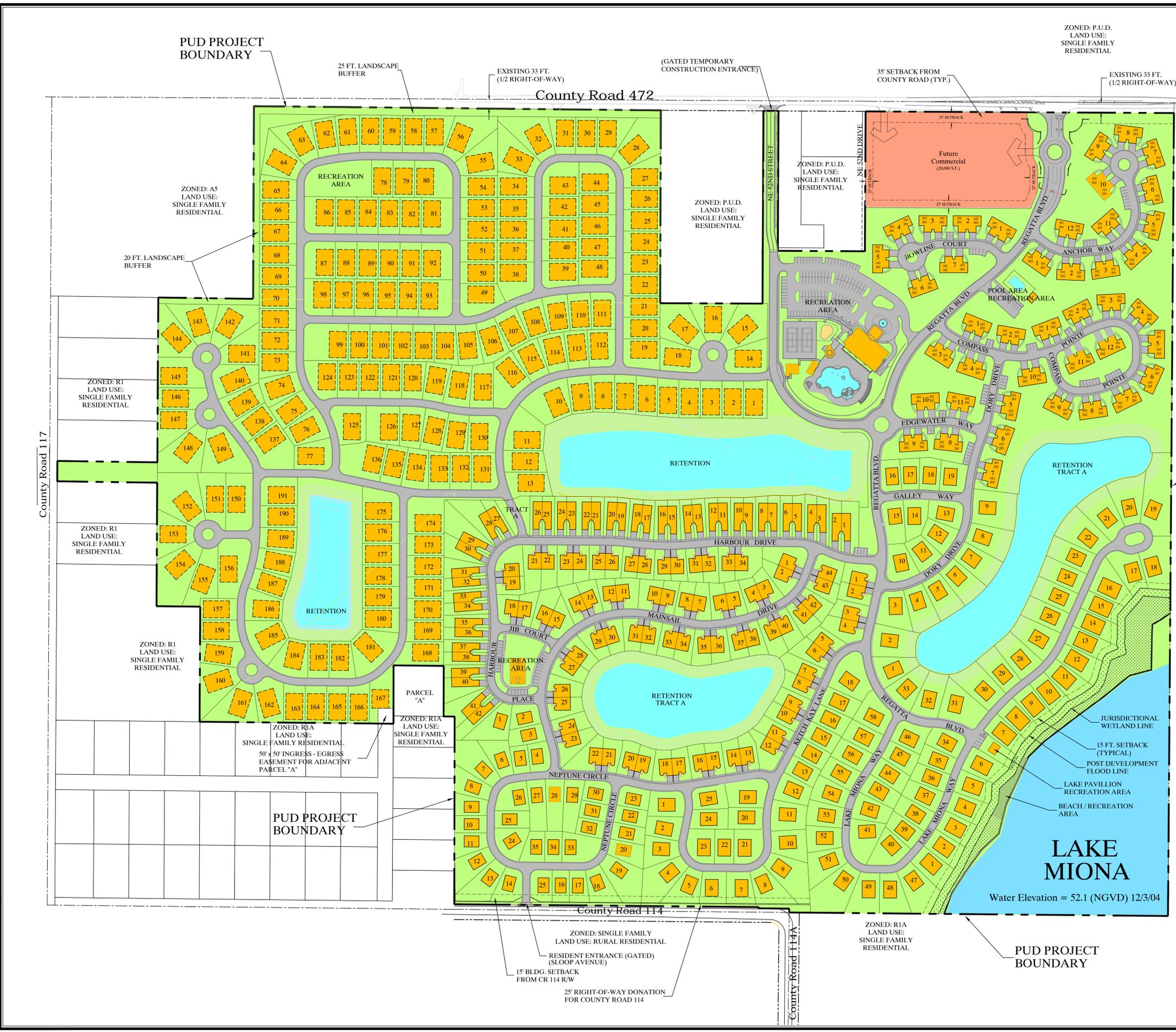
**Legal Description**

### LEGAL DESCRIPTION: LAKESIDE LANDINGS

GOVERNMENT LOT 3 , ALSO DESCRIBED AS THE FRACTIONAL EAST ½ OF THE SOUTHWEST ¼ OF SECTION 21, TOWNSHIP 18, RANGE 23 EAST, LESS THE EAST 110 YARDS THEREOF; RESERVATION FOR FUTURE RIGHT OF WAY AS SHOWN ON “DAYSRING MEADOWS” PLAT BOOK 4, PAGE 22, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; A PORTION OF THE SOUTHWEST ¼ OF SAID SECTION 21, TOWNSHIP 18 SOUTH, RANGE 23 EAST AND A PORTION OF THE SOUTHEAST ¼ OF SECTION 20, TOWNSHIP 18 SOUTH; RANGE 23 EAST, SUMTER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

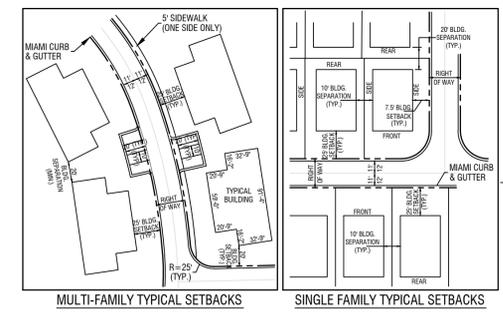
COMMENCE AT THE SOUTHWEST CORNER OF SAID SOUTHWEST ¼ OF SECTION 21; THENCE, ALONG THE WEST LINE OF SAID SOUTHWEST ¼, N00°07'57" EAST, 16.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°28'08" EAST 992.11 FEET; THENCE SOUTH 00°31'52" WEST 4.00 FEET; THENCE SOUTH 89°28'08" EAST 100.00 FEET; THENCE SOUTH 00°31'52" WEST 12.50 FEET; THENCE SOUTH 89°28'08" EAST ALONG THE SOUTH LINE OF THE SOUTHWEST ¼ OF SECTION 21-18-23, A DISTANCE OF 1235.03 FEET; THENCE NORTH 00°25'54" EAST ALONG WEST LINE OF THE EAST 330' OF GOVERNMENT LOT 3, A DISTANCE OF 2605.04 FEET; THENCE NORTH 89°41'50" WEST ALONG THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 472, A DISTANCE OF 1005.37 FEET; THENCE SOUTH 00°16'53" WEST ALONG THE WEST LINE OF THE EAST ½ OF THE SOUTHWEST ¼ SECTION 21-18-23, A DISTANCE OF 450.38; THENCE NORTH 89°38'52" WEST 283.23 FEET; THENCE NORTH 00°11'59" EAST 450.14 FEET; THENCE NORTH 89°41'50" WEST ALONG THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 472, A DISTANCE OF 50.00 FEET; THENCE SOUTH 00°11'50" WEST 625.12 FEET; THENCE NORTH 89°38'56" WEST 332.84 FEET; THENCE NORTH 00°12'27" EAST 624.84 FEET; THENCE NORTH 84°41'50" WEST ALONG THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 472, A DISTANCE OF 667.62 FEET; THENCE NORTH 89°08'17" WEST ALONG THE AFORMENTIONED SOUTH RIGHT OF WAY, 659.20 FEET; THENCE SOUTH 00°13'48" WEST 625.00 FEET; THENCE NORTH 89°11'59" WEST 309.24 FEET; THENCE SOUTH 00°19'39" WEST ALONG THE EAST LINE OF “DAYSRING MEADOWS” ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 22, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, 534.06 FEET; THENCE NORTH 89°11'59" WEST ALONG THE SOUTH LINE OF LOT 4 AFORMENTIONED “DAYSRING MEADOWS”, 326.00 FEET; THENCE SOUTH 00°19'39" WEST ALONG THE EAST RIGHT OF WAY LINE OF COUNTY ROAD NO. 117, A DISTANCE OF 66.00 FEET; THENCE SOUTH 89°11'59" EAST ALONG THE NORTH LINE OF LOT 5 AFOREMENTIONED “DAYSRING MEADOWS” 326.00 FEET; THENCE SOUTH 00°19'39" WEST 400.56 FEET; THENCE SOUTH 89°24'13" EAST 142.50 FEET; THENCE SOUTH 00°19'39" WEST 373.45 FEET; THENCE SOUTH 89°24'13" EAST 632.00 FEET; THENCE NORTH 00°08'00" EAST 189.56 FEET; THENCE SOUTH 89°21'04" EAST 163.74 FEET; THENCE SOUTH 00°07'57" WEST 164.02 FEET; THENCE SOUTH 89°20'44" EAST 36.00 FEET TO A POINT ON SAID SECTION LINE 21-18-13; THENCE SOUTH 00°07'57 WEST ALONG THE LINE BETWEEN SECTION 20-18-23 AND SECTION 21-18-13, A DISTANCE OF 608.90 FEET TO THE POINT OF BEGINNING.  
CONTAINING 169.83 ACRES MORE OR LESS.

**Ordinance O2013-37**  
**“Exhibit B”**  
**Lakeside Landings**  
**Conceptual Development Plan**



Scale: 1"=150'

ZONED: P.U.D. LAND USE: SINGLE FAMILY RESIDENTIAL



PUD PROJECT BOUNDARY

SITE DATA:

TOTAL PROJECT AREA = 169.83 ACRES  
 CURRENT ZONING = PUD  
 TOTAL NUMBER DWELLING UNITS ENTITLED = 749  
 TOTAL COMMERCIAL ENTITLEMENT = 20,000 S.F.  
 PROPOSED DWELLING UNITS = 616 (3.6 UNITS / ACRE)  
 NOTE: PROJECT SHALL MAINTAIN MINIMUM 25% OPEN SPACE

EXISTING: (110.39 AC.)

SINGLE FAMILY HOMES = 137 DWELLING UNITS (31.0 AC.)  
 MULTI FAMILY HOMES (QUAD) = 168 DWELLING UNITS (17.91 AC.)  
 MULTI FAMILY HOMES (DUPLEX) - 120 DWELLING UNITS (18.57 AC.)  
 TOTAL NUMBER DWELLING UNITS THIS PHASE = 425

OPEN WATER = 21.94 ACRES  
 LANDSCAPE BUFFER / SCREENING = 2.29 ACRES  
 RECREATION AREAS = 6.34 ACRES  
 RIGHT-OF-WAY DEDICATION = 8.42 ACRES  
 COMMERCIAL AREA = 3.92 ACRE PARCEL W/20,000 S.F. ENTITLEMENT

PROPOSED: (58.09 AC.)

SINGLE FAMILY HOMES = 191 UNITS (LOT SIZE 70' x 120' MIN.)  
 RESIDENTIAL AREA = 47.83 ACRES  
 OPEN WATER = 1.56 ACRES  
 LANDSCAPE BUFFER / SCREENING = 1.4 ACRES  
 RECREATION AREAS = 0.50 ACRES  
 RIGHT-OF-WAY DEDICATION = 6.8 ACRES

LEGAL DESCRIPTION

GOVERNMENT LOT 3, ALSO DESCRIBED AS THE FRACTIONAL EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 18, RANGE 23 EAST, LESS THE EAST 110 YARDS THEREOF; RESERVATION FOR FUTURE RIGHT OF WAY AS SHOWN ON 'DAYSPRING MEADOWS' PLAT BOOK 4, PAGE 22, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; A PORTION OF THE SOUTHWEST 1/4 OF SAID SECTION 21, TOWNSHIP 18 SOUTH, RANGE 23 EAST AND A PORTION OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 COMMENCE AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4 OF SECTION 21; THENCE, ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, N00°07'57" EAST, 16.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°28'08" EAST 992.11 FEET; THENCE SOUTH 00°31'52" WEST 4.00 FEET; THENCE SOUTH 89°28'08" EAST 100.00 FEET; THENCE SOUTH 00°31'52" WEST 12.50 FEET; THENCE SOUTH 89°28'08" EAST ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 21-18-23, A DISTANCE OF 1235.03 FEET; THENCE NORTH 00°25'54" EAST ALONG WEST LINE OF THE EAST 330' OF GOVERNMENT LOT 3, A DISTANCE OF 2025.04 FEET; THENCE NORTH 89°11'50" WEST ALONG THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 472, A DISTANCE OF 1005.37 FEET; THENCE SOUTH 00°16'53" WEST ALONG THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 SECTION 21-18-23, A DISTANCE OF 450.38 FEET; THENCE NORTH 89°38'52" WEST 283.23 FEET; THENCE NORTH 00°11'59" EAST 450.14 FEET; THENCE NORTH 89°11'50" WEST ALONG THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 472, A DISTANCE OF 50.00 FEET; THENCE SOUTH 00°11'50" WEST 625.12 FEET; THENCE NORTH 89°38'56" WEST 332.84 FEET; THENCE NORTH 00°12'27" EAST 624.84 FEET; THENCE NORTH 84°41'50" WEST ALONG THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 472, A DISTANCE OF 667.62 FEET; THENCE NORTH 89°08'17" WEST ALONG THE AFOREMENTIONED SOUTH RIGHT OF WAY, 659.20 FEET; THENCE SOUTH 00°13'48" WEST 625.00 FEET; THENCE NORTH 89°11'59" WEST 309.24 FEET; THENCE SOUTH 00°19'39" WEST ALONG THE EAST LINE OF 'DAYSPRING MEADOWS' ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 22, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, 534.06 FEET; THENCE NORTH 89°11'59" WEST ALONG THE SOUTH LINE OF LOT 4 AFOREMENTIONED 'DAYSPRING MEADOWS', 326.00 FEET; THENCE SOUTH 00°19'39" WEST ALONG THE EAST RIGHT OF WAY LINE OF COUNTY ROAD NO. 117, A DISTANCE OF 66.00 FEET; THENCE SOUTH 89°11'59" EAST ALONG THE NORTH LINE OF AFOREMENTIONED 'DAYSPRING MEADOWS', 326.00 FEET; THENCE SOUTH 00°19'39" WEST 400.56 FEET; THENCE SOUTH 89°24'13" EAST 142.50 FEET; THENCE SOUTH 00°19'39" WEST 373.45 FEET; THENCE SOUTH 89°24'13" EAST 632.00 FEET; THENCE NORTH 00°00'00" EAST 189.56 FEET; THENCE SOUTH 89°21'04" EAST 163.74 FEET; THENCE SOUTH 00°07'57" WEST 164.02 FEET; THENCE SOUTH 89°20'44" EAST 36.00 FEET TO A POINT ON SAID SECTION LINE 21-18-13; THENCE SOUTH 00°07'57" WEST ALONG THE LINE BETWEEN SECTION 20-18-23 AND SECTION 21-18-13, A DISTANCE OF 608.90 FEET TO THE POINT OF BEGINNING. CONTAINING 169.83 ACRES MORE OR LESS.

DATE: SEPT. 18, 2013  
 DRAWN BY: DLB  
 CHKD BY: TWL  
 FILE NAME: COV EXHIBIT B  
 JOB NO.

REVISIONS

DATE

BY

ENGINEERS SURVEYORS PLANNERS  
**FARBER BARLEY**  
 AND ASSOCIATES, INC.  
 Certificate of Authorization Number: 4709  
 4450 N.E. 83rd Road • Wilfredo, Florida 34785 • (352) 748-3126

LAKESIDE LANDINGS  
 SEPT. 18, 2013

P.U.D. MASTER PLAN  
 EXHIBIT B

SHT. 1 OF 1

# CITY COMMISSION OF THE CITY OF WILDWOOD

## EXECUTIVE SUMMARY

**SUBJECT:** Ordinance O2013-46: Annexation of City-owned parcels in the JPA

Approval of Ordinance O2013-46

**REQUESTED ACTION:**

<input type="checkbox"/> Work Session (Report Only)	<b>DATE OF MEETING:</b>	<u>10/14/13 First Reading</u>
<input checked="" type="checkbox"/> Regular Meeting	<input type="checkbox"/> Special Meeting	<u>10/28/13 Adoption</u>

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

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

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

**HISTORY/FACTS/ISSUES:**

Staff has prepared an inventory of City-owned parcels within the Joint Planning Area (JPA) with Sumter County that qualify for annexation. The properties total approximately 32.67 +/- acres and are located throughout the JPA and are more commonly known as the Oxford Park, Oxford Community Center, Fairways well sites (2), a portion of Millennium Park, Lake Deaton Park, and the City's south well sites near Coleman Prison.

Annexation into the City is appropriate because the properties are contained within the City's Joint Planning Area with Sumter County.

**Staff recommends approval of Ordinance O2013-46.**



Jason McHugh  
Development Services Coordinator



**ORDINANCE NO. O2013-46**

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROVIDING FOR THE VOLUNTARY ANNEXATION OF CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 32.67 ACRES GENERALLY LOCATED THROUGHOUT THE JOINT PLANNING AREA WITH SUMTER COUNTY; 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.** The following described real property to be annexed into the City, which is owned by the City of Wildwood and generally located throughout the Joint Planning Area with Sumter County, is hereby annexed into the City of Wildwood pursuant to Section 171.044 and 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 more particularly described as follows:

**LEGAL DESCRIPTIONS**

**Parcels D17=032, D17=038, D17=039, D17=040, AND D17=041**  
**OXFORD PARK**

THAT PORTION OF LOTS 1 AND 2 OF OXFORD, A SUBDIVISION OF THE S 1/2 OF THE NW 1/4 OF SECTION 17, TOWNSHIP 18 SOUTH, RANGE 23 EAST, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGES 32 AND 33 OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF SAID S 1/2 OF NW 1/4 WITH THE CENTERLINE OF THE SEABOARD COASTLINE RAILROAD COMPANY'S MAIN LINE, BALDWIN-WILDWOOD TRACK; THENCE RUN N89°45'50"W ALONG THE NORTH LINE OF SAID S 1/2 OF NW 1/4, A DISTANCE OF 250.75 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, FROM SAID POINT CONTINUE N89°45'50"W ALONG SAID NORTH LINE A DISTANCE OF 450.66 FEET, THENCE S00°02'31"W

ALONG THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 107, A DISTANCE OF 266.42 FEET TO THE NORTH RIGHT-OF-WAY LINE OF MAIN STREET, THENCE S89°43'26"E ALONG THE NORTH RIGHT-OF-WAY LINE OF MAIN STREET, A DISTANCE OF 508.33 FEET, THENCE N12°07'27"W A DISTANCE OF 273.64 FEET TO THE POINT OF BEGINNING.  
LESS RIGHT-OF-WAY FOR COUNTY ROAD 466 ACROSS THE NORTH SIDE THEREOF.

**D17A001**  
**OXFORD COMMUNITY CENTER**

LOTS 1, 2, 3, AND 4, BLOCK 10, BOGUE'S SUBDIVISION, OXFORD, SECTION 17, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

**D28=020**  
**FAIRWAYS WELL SITE**

THOSE PORTIONS OF SECTION 28, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF LOT 41 OF THE FAIRWAYS AT ROLLING HILLS ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGES 87 TO 87A, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; RUN THENCE S89°59'30"W ALONG THE SOUTH LINE OF SAID LOT 41 A DISTANCE OF 36.31 FEET TO THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING RUN S00°00'30"E 120.44 FEET; THENCE S89°59'30"W 90.00 FEET; THENCE N00°00'30"W 121.24 FEET TO THE SOUTH LINE OF SAID LOT 41; THENCE S79°45'49"E 4.50 FEET ALONG THE SOUTH LINE OF SAID LOT 41; THENCE S89°59'30"E 85.57 FEET TO THE POINT OF BEGINNING; TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS ACROSS THE FOLLOWING DESCRIBED PROPERTY: FROM THE SOUTHEAST CORNER OF LOT 41 OF THE FAIRWAYS AT ROLLING HILLS ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGES 87 TO 87A, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, RUN THENCE S89°59'30"W ALONG THE SOUTH LINE OF SAID LOT 41 A DISTANCE OF 38.31 FEET; THENCE S00°00'30"E 120.44 FEET TO THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING RUN S89°59'30"W 90.00 FEET; THENCE S00°00'30"E 29.56 FEET TO THE NORTH RIGHT-OF-WAY OF A PROPOSED ROAD; THENCE N 89°59'30"E ALONG SAID RIGHT-OF-WAY 90.00 FEET; THENCE N00°00'30"W 29.56 FEET TO THE POINT OF BEGINNING.

**D28=024**  
**FAIRWAYS WELL SITE**

THAT PART OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, SECTION 28, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS THE WEST 355.00 FEET OF THE NORTH 417.42 FEET THEREOF; ALSO LESS RIGHT-OF-WAY FOR COUNTY ROAD 121 ACROSS THE WEST SIDE THEREOF, DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT ON THE EAST RIGHT-OF-WAY OF COUNTY ROAD 121 AND THE SOUTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, FOR A POINT OF BEGINNING, THENCE N. 00 DEGREES 01'48" E. ALONG THE EAST RIGHT-OF-WAY OF COUNTY ROAD 121, 242.00 FEET; THENCE N. 89 DEGREES 56'41" E. 180.00 FEET; THENCE S. 00 DEGREES 01'48" W. 242.00 FEET MORE OR LESS, TO THE SOUTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 28; THENCE S. 89 DEGREES 59'26" W. ALONG SAID SOUTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 28, 180.00 FEET MORE OR LESS TO THE POINT OF BEGINNING. SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS OVER THE SOUTH 20 FEET THEREOF. GRANTOR HEREBY RESERVES UNTO HIMSELF AND HIS SUCCESSORS, ASSIGNS, AND GRANTEES A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THE SOUTH 20 FEET OF THE ABOVE DESCRIBED PROPERTY.

**G08=087**  
**PORTION OF MILLENNIUM PARK**

BEGIN 189 YARDS SOUTH OF THE NE CORNER OF THE NE ¼ OF THE NE ¼ OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, RUN SOUTH 250 YARDS, WEST 227 YARDS, NORTH 250 YARDS, EAST 227 YARDS TO THE POINT OF BEGINNING LESS RIGHT OF WAY FOR POWELL ROAD, BEING MORE FULLY DESCRIBED AS FOLLOWS;

FOR A POINT OF COMMENCEMENT (POC) BEGIN AT THE NE CORNER OF THE AFORE MENTIONED SECTION 8, FROM SAID POC PROCEED SOUTHERLY ALONG THE EAST BOUNDARY OF SAID SECTION 8, 568.00 FEET TO THE SOUTH LINE OF THE NORTH 568.00 FEET OF THE NE ¼ OF THE NE ¼ OF SAID SECTION 8; THENCE WESTERLY, ALONG SAID SOUTH LINE, 7.54 FEET TO THE WEST RIGHT OF WAY OF COUNTY ROAD 139 AND THE POINT OF BEGINNING. FROM THE POINT OF BEGINNING THUS DESCRIBED, PROCEED SOUTHERLY, ALONG SAID WEST RIGHT OF WAY, 100.11 FEET TO THE INTERSECTION OF

SAID WEST RIGHT OF WAY AND THE NORTH LINE OF THE SE ¼ OF THE NE ¼ OF SAID SECTION 8; THENCE CONTINUE SOUTHERLY, ALONG SAID WEST RIGHT OF WAY, 630.82 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1,579.55 FEET; THENCE DEPARTING FROM SAID WEST RIGHT OF WAY, PROCEED SOUTHERLY ALONG THE ARC OF SAID CURVE TO ITS INTERSECTION WITH THE SOUTH LINE OF THE NE ¼ OF THE NE ¼ OF SAID SECTION 8; PROCEED WESTERLY, ALONG SAID SOUTH LINE TO ITS INTERSECTION WITH A CURVE CONCAVE WESTERLY AND BEING CONCENTRIC TO THE PREVIOUSLY DESCRIBED CURVE AND HAVING A RADIUS OF 1,479.55 FEET; PROCEED THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO ITS POINT OF TANGENCY WITH A LINE BEING 100.00 FEET WEST OF AND PARALLEL TO THE AFOREMENTIONED WEST RIGHT OF WAY OF CR 139; PROCEED THENCE NORTHERLY ALONG A LINE PARALLEL TO AND 100.00 FEET WEST OF THE WEST RIGHT OF WAY OF CR 139 A DISTANCE OF 294.07 FEET TO A POINT ON THE SOUTH LINE OF THE AFOREMENTIONED NORTH 568.00 FEET OF THE NE ¼ OF THE NE ¼ OF SAID SECTION 8; THENCE EASTERLY ALONG THE SOUTH LINE OF THE NORTH 568.00 FEET OF THE NE ¼ OF THE NE ¼ OF SAID SECTION 8, 42.46 FEET TO THE POINT OF BEGINNING.

**G15=009, G15=035, G15=045**  
**LAKE DEATON PARK**

THAT PORTION OF THE SW 1/4 OF THE SE 1/4 OF SECTION 15, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SW 1/4 OF THE SE 1/4 OF SAID SECTION 15, THENCE RUN N00°00'00"E (NORTH) ALONG THE EAST LINE OF SAID SW 1/4 OF SE 1/4, A DISTANCE OF 148.35 FEET TO A FOUND 4" X 4" CONCRETE MONUMENT AT THE NORTHERLY RIGHT-OF-WAY LINE OF THE S.C.L. RAILROAD (TRACKS ABANDONED) AND THE POINT OF BEGINNING OF THIS DESCRIPTION, FROM SAID POINT THENCE RUN N52°05'30"W ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID S.C.L. RAILROAD, A DISTANCE OF 928.02 FEET TO A FOUND 4" X 4" CONCRETE MONUMENT, THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN N38°06'25"E ALONG THE MONUMENTED WESTERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 534, PAGE 856, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, A DISTANCE OF 745.60 FEET TO A FOUND 4" X 4" CONCRETE MONUMENT, CONTINUE N38°06'25"E 20 FEET, MORE OR LESS TO THE WATERS EDGE OF LAKE DEATON, THENCE SOUTHEASTERLY ALONG SAID WATERS EDGE TO A FOUND 6" X 6" CONCRETE MONUMENT AT SAID WATERS EDGE AND AT THE EAST LINE OF

SAID SW 1/4 OF SE 1/4, THENCE DEPARTING LAKE DEATON RUN S00°00'00"E (SOUTH) ALONG THE EAST LINE OF SAID SW 1/4 OF SE 1/4, A DISTANCE OF 757.64 FEET TO THE POINT OF BEGINNING.

SUBJECT TO A 50 FOOT EASEMENT AND/OR RIGHT-OF-WAY ALONG THE SOUTH SIDE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 534, PAGE 856, PUBLIC RECORDS OF SUMTER COUNTY. FOR THE BENEFIT AND PERSONAL USE OF BAKER PROPERTIES, INC. AND IS NON-ASSIGNABLE OR TRANSFERRABLE BY BAKER PROPERTIES, INC.

**K10=007**  
**SOUTH WELL SITE**

THE NORTH 405 FEET OF THE NW 1/4 OF THE SE 1/4 OF SECTION 10, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS RIGHT OF WAY OF COUNTY ROAD NO. 501 ACROSS THE WEST SIDE THEREOF.

ALL PARCELS TOTAL CONTAIN 32.67 ACRES MORE OR LESS.

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

**SECTION 3.** All of the above described annexed property shall be subject to the laws and ordinances 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 parcels pursuant to this Ordinance. The location maps identifying the property to be annexed are attached hereto as "Exhibit A" and incorporated herein by reference.

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

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

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

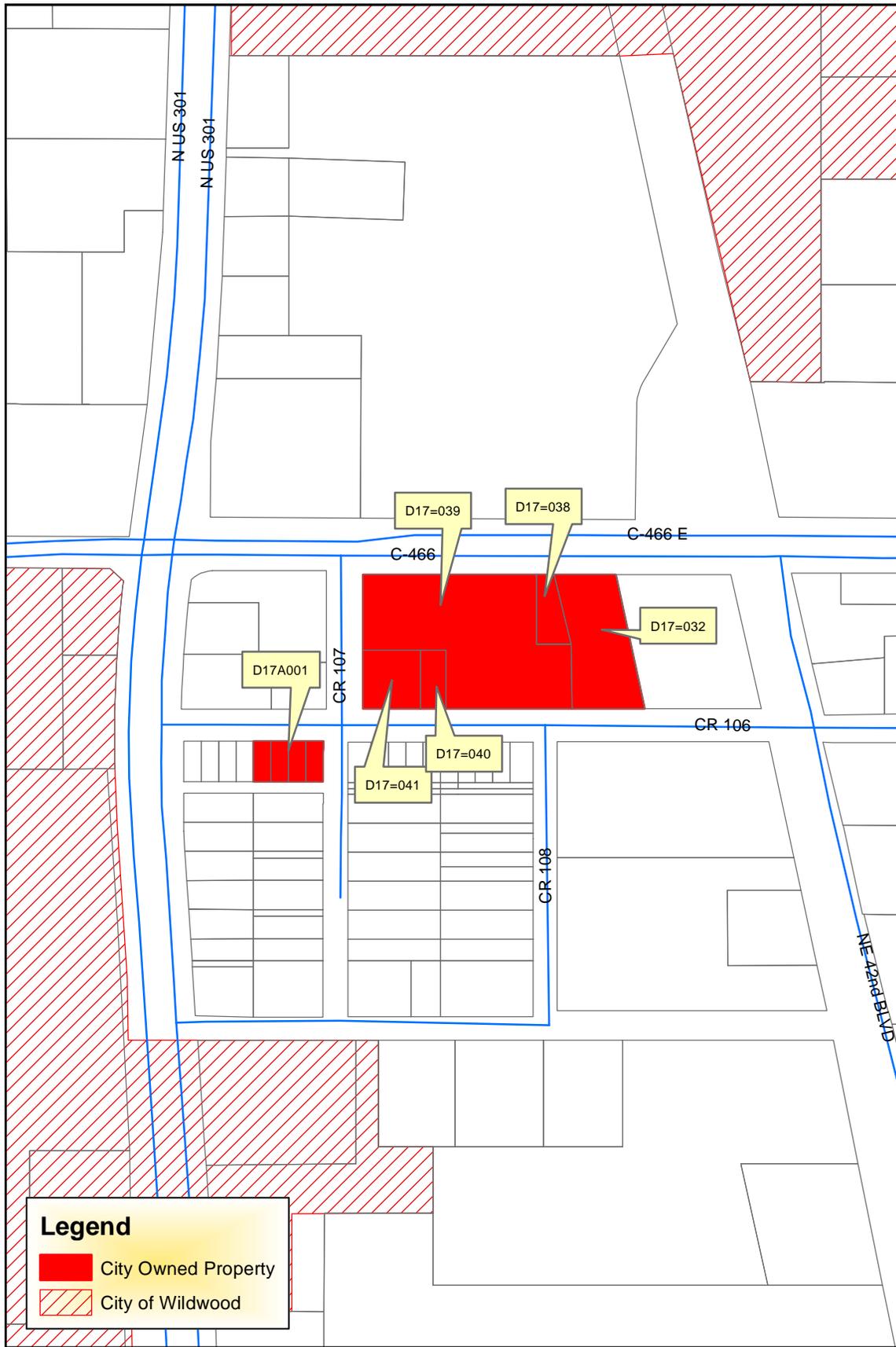
First Reading: \_\_\_\_\_

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

Approved as to form:

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

Exhibit A  
Properties to be Annexed



I:\Terr\GIS\Maps\Miscellaneous\City Property Annex-1.mxd - 10/17/2013 3:55:40 PM - toneal

**Legend**

- City Owned Property
- City of Wildwood



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



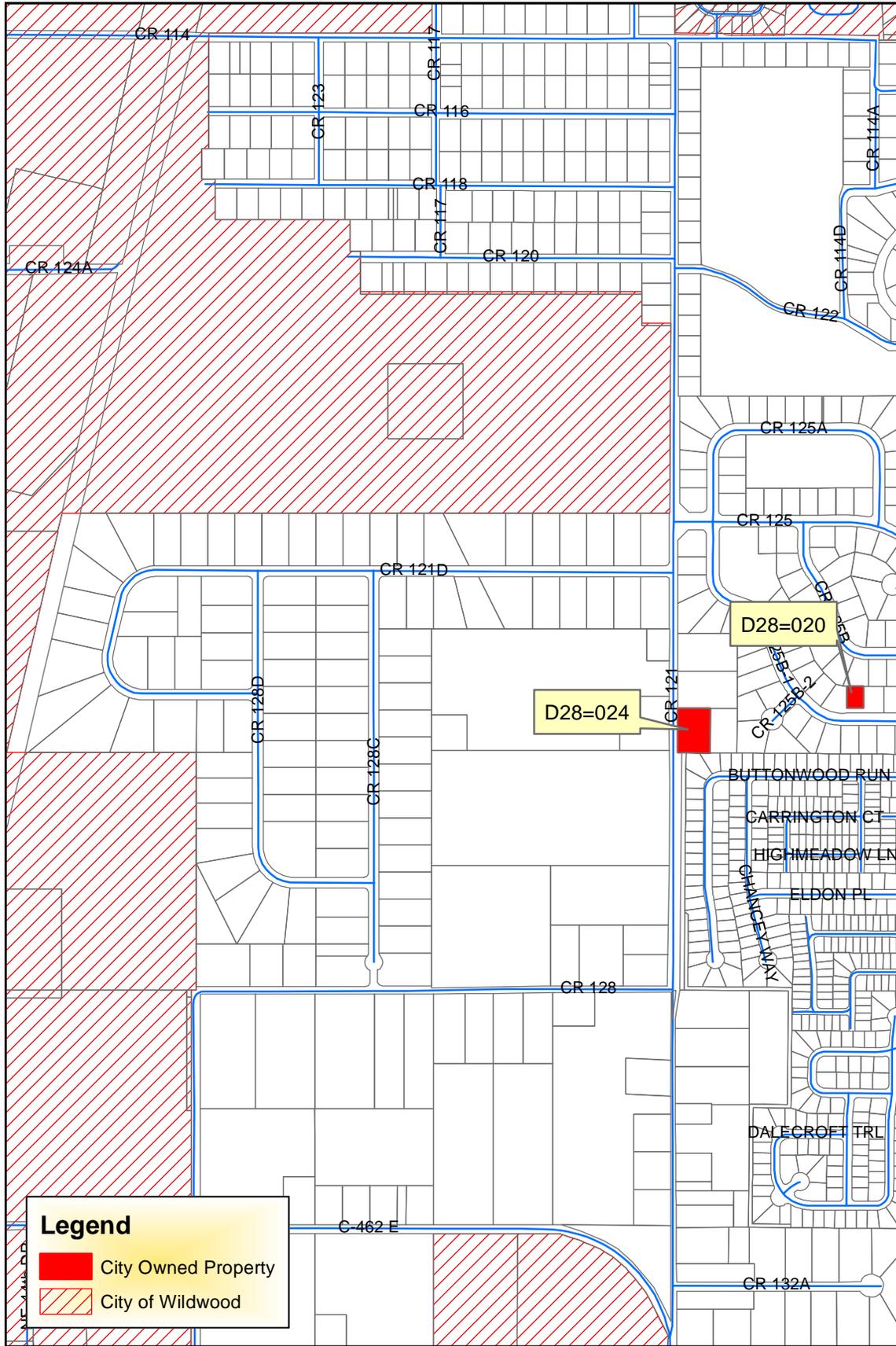
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**City Properties to be Annexed  
Map 1**

**ORDINANCE O2013-46  
WILDWOOD, FLORIDA**

October 2013

LOCATION MAP



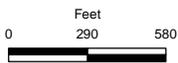
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**Legend**

- City Owned Property
- City of Wildwood



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

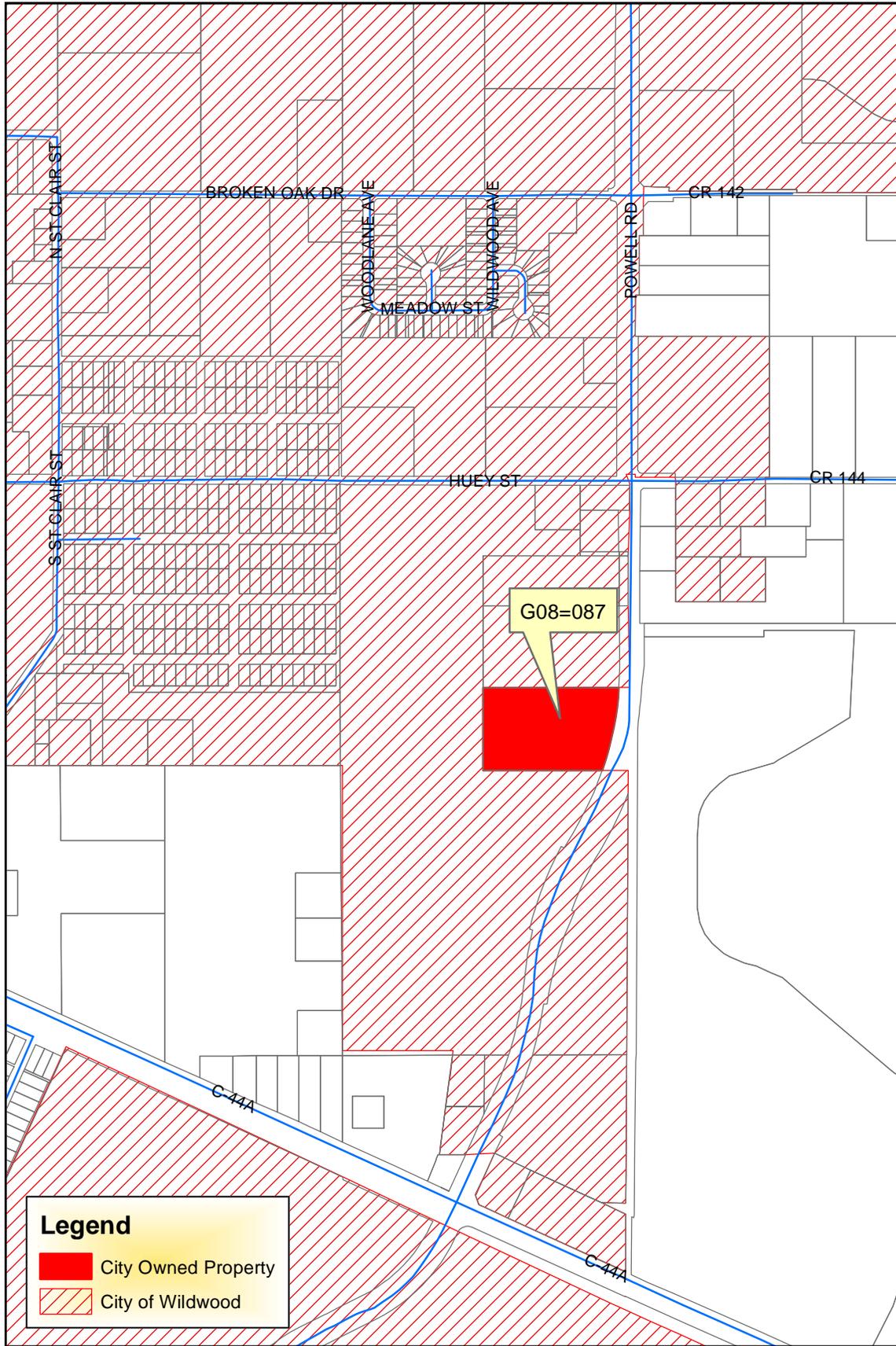


**City Properties to be Annexed  
Map 2**

**ORDINANCE O2013-46  
WILDWOOD, FLORIDA**

October 2013

LOCATION MAP



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



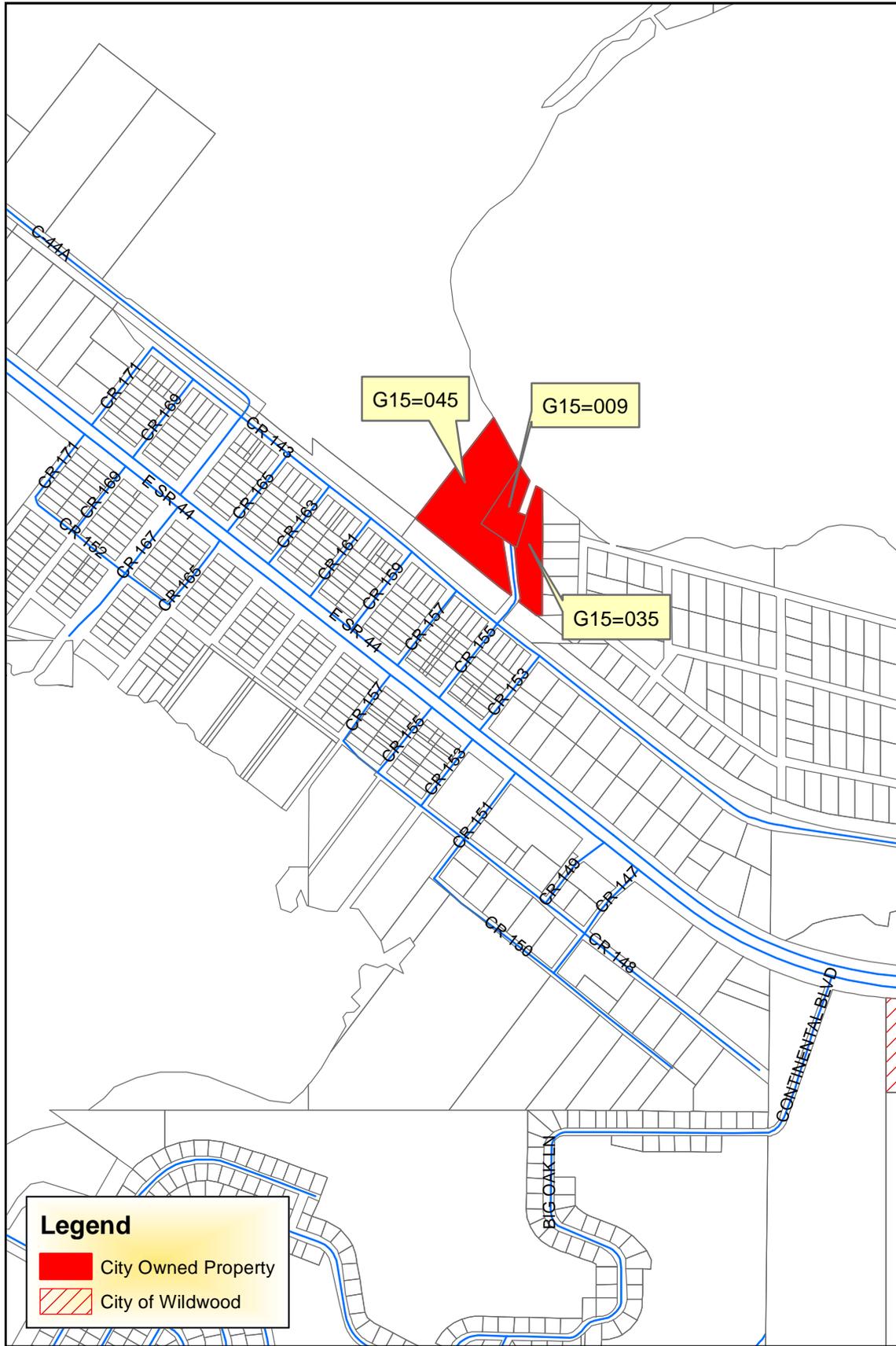
0 Feet 290 580

**City Properties to be Annexed  
Map 3**

**ORDINANCE O2013-46  
WILDWOOD, FLORIDA**

October 2013

LOCATION MAP



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



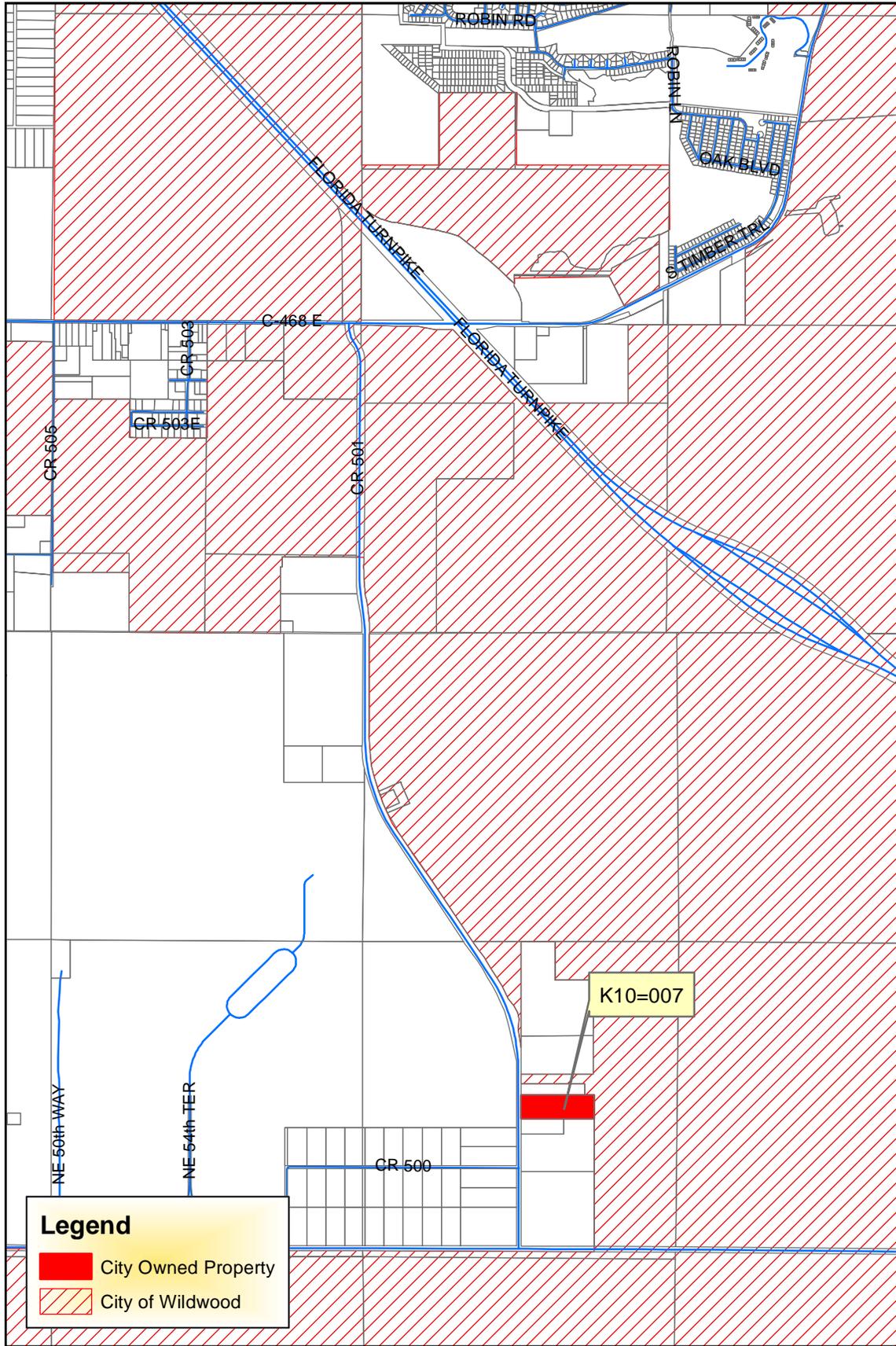
0 Feet 290 580

### City Properties to be Annexed Map 4

## ORDINANCE O2013-46 WILDWOOD, FLORIDA

October 2013

LOCATION MAP



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



0 Feet 290 580

**City Properties to be Annexed  
Map 5**

**ORDINANCE O2013-46  
WILDWOOD, FLORIDA**

October 2013

LOCATION MAP

# CITY COMMISSION OF THE CITY OF WILDWOOD

## EXECUTIVE SUMMARY

**SUBJECT:** Ordinance O2013-47: Modifying Technical Standards Within the LDRs

Approval of Ordinance O2013-47

**REQUESTED ACTION:**

<input type="checkbox"/> Work Session (Report Only)	<b>DATE OF MEETING:</b>	<u>10/14/13 First Reading</u>
<input checked="" type="checkbox"/> Regular Meeting	<input type="checkbox"/> Special Meeting	<u>10/28/13 Adoption</u>

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

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

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

**HISTORY/FACTS/ISSUES:**

As you may recall, Farner Barley and Associates petitioned for changes to certain engineering standards within the Land Development Regulations (LDRs). After careful review and consideration of the requests, the City Engineer, Kimley Horn and Associates, provided recommendations to City Staff on the changes.

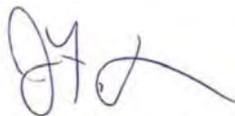
Those changes that were found to be acceptable by the City Engineer and Staff are proposed in Ordinance O2013-47.

Ordinance O2013-47 contains amendments to the following sections within the LDRs:

- Subsection 6.2(C) (Potable Water System Design)
- Subsection 6.3(C) (Sanitary Sewer System Design)
- Subsection 6.5(D), Table 6-8: Pavement Thickness
- Section 2.2 (Definitions) (Includes a new definition for "local collector")

Staff believes the modifications will lower the cost of development without compromising the health, safety, and welfare of the public.

**Staff recommends approval of Ordinance O2013-47.**



Jason McHugh  
Development Services Coordinator



**ORDINANCE NO. O2013-47**

AN ORDINANCE OF THE CITY OF WILDWOOD FLORIDA; AMENDING SUBSECTIONS 6.2(C) POTABLE WATER SYSTEM DESIGN, 6.3(C) SANITARY SEWER SYSTEM DESIGN, 6.5(D) PAVEMENT THICKNESS, AND SECTION 2.2 DEFINITIONS OF THE LAND DEVELOPMENT REGULATIONS OF THE CITY OF WILDWOOD, FLORIDA; PERTAINING TO POTABLE WATER SYSTEM DESIGN, SANITARY SEWER SYSTEM DESIGN, AND PAVEMENT THICKNESS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the City wishes to modify certain potable water system design requirements within the Land Development Regulations;

**WHEREAS**, the City wishes to delete subsection 6.3(C)(13) of the Land Development Regulations regarding the requirement manhole covers be hinged and locked;

**WHEREAS**, the City wishes to modify Table 6-8 contained in subsection 6.5(D) of the Land Development Regulations pertaining to pavement thickness; and

**WHEREAS**, the City wishes to amend Section 2.2 (Definitions) of the Land Development Regulations to include a definition for "local collector" streets.

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

**SECTION 1.** The amendments to subsection 6.2(C) (Potable Water System Design) of the Land Development Regulations are shown with ~~strikethrough~~ for deletions and underline for additions and include:

6.2 (C) Potable water system design.

(2) Two inch (2") water mains shall be polyvinylchloride (PVC) or ~~higher density polyethylene (HDPE) directional bore. Three~~ Four inch (3-4") to twelve inch (12") water mains shall be polyvinylchloride (PVC), HDPE directional bore, or ductile iron pipe (DIP). All PVC pipe shall be potable water blue, have identifying tape and locating wire on top. PVC pipe 4" to 8" in diameter shall meet requirements of ANSI/AWWA C-900, DR1825. PVC pipe 10" to 12" in diameter shall meet

~~requirements of ANSI/AWWA C-900, DR18. All HDPE pipe shall be color coded blue striping and locating wire on top.~~ HDPE pipe shall meet requirements of ANSI/AWWA C906, DR-9 and DR-11.

(5) Where fire hydrants or fire systems are to be installed the minimum ~~size~~ diameter water main installed serving the hydrant shall be six inches (6") for looped lines and eight inches (8") for dead end lines. All hydrant connections off the water mains shall be six inches (6") in diameter, ductile iron pipe.

(10) Fire hydrants shall be provided in all new developments, and shall be spaced no greater than ~~500'~~ 1,000' and no greater than 500' from any building.

**SECTION 2.** The amendments to subsection 6.3(C) (Sanitary Sewer System Design) of the Land Development Regulations are shown with ~~strikethrough~~ for deletions and underline for additions and include:

6.3 (C) Sanitary Sewer system design.

~~(13) All manhole covers shall be hinged and lockable. Locks must be furnished with the covers.~~

(143) Total depth of manholes shall not exceed 18' in depth unless approved by the City Engineer.

~~(154)~~ Non-hinged manhole covers on existing manhole tops requiring shall be replaced with hinged and lockable manhole covers.

(165) All laterals shall be installed perpendicular to the sewer main except dead end manhole connections where lateral length is limited to a maximum of 125'.

~~(176)~~ Four inch (4") to twenty four inch (24") sewer force mains shall be polyvinylchloride (PVC) or ductile iron pipe (DIP) based on pressure. All PVC pipe shall be sewer green with identifying tape and locating wire. PVC force main pipe shall meet requirements of ANSI/AWWA C-900, DR 14 and DR 18 for sizes four inch (4") through twelve inch (12"); C-905, DR18 for sizes 14" through 36".

(187) Sizing of sewer force mains shall be in accordance with sound engineering practices and the City's master distribution plans. Force mains shall be designed to maintain a minimum velocity of two feet per second. Provide design calculations showing the pressures designed for the forcemain system. The working pressures within the system shall not exceed the pressure class of the pipe with a 1.5 safety factor.

(198) Fittings shall be DIP fittings for DIP and PVC pipe installations.

**SECTION 3.** The amendments to Table 6-8 in subsection 6.5(D) (Pavement Thickness) of the Land Development Regulations are shown with ~~strikethrough~~ for deletions and underline for additions and include:

Table 6-8: Pavement Thickness – Typical Section

Road Classification	Pavement (Type SP)	Base (Limerock) LBR 100	Stabilized Subgrade (LBR 40)
<del>Local Residential Street</del>	1.25"	8 6"	12"
<del>Residential Local Collector</del>	1.50"	10 8"	12"
<del>Local Commercial</del>	1.50"	10"	12"
<del>Collector</del>	2.50"	10"	12"

**Notes:**

\* The width of the base material shall extend six inches (6") beyond the edge of pavement if curb and gutter is not provided.

\*\* The width of the subgrade material shall extend twelve inches beyond the edge of pavement if curb and gutter is not provided, or six inches (6") beyond the back of curb.

**SECTION 4.** Section 2.2 (Definitions) of the Land Development Regulations is amended to include the following:

2.2 Definitions.

Local Collector – A collector street that primarily receives traffic from Local Streets whose primary purpose is to facilitate travel between local destinations and/or residential neighborhoods or pods. The determination of a Local Collector designation shall be made by the Development Services Director.

**SECTION 5.** 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 be effective upon adoption during the second and final reading by the City of Wildwood City Commission.

**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:

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

# CITY COMMISSION OF THE CITY OF WILDWOOD

## EXECUTIVE SUMMARY

**SUBJECT:** Ordinance O2013-48: Low Speed Vehicles and Golf Carts

Approval of Ordinance O2013-48

**REQUESTED ACTION:**

Work Session (Report Only)

**DATE OF MEETING:** 10/14/13 First Reading  
10/28/13 Adoption

Regular Meeting

Special Meeting

**CONTRACT:**

N/A

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

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

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

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

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

Annual

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

Capital

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

N/A

**HISTORY/FACTS/ISSUES:**

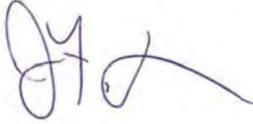
As requested by the Commission, the Development Services Department (DSD) has crafted an Ordinance concerning low speed vehicles, golf carts, and golf cart communities. DSD researched how other communities approach this issue and sent the Ordinance to the Public Works and Police Departments for comment. Neither department had objections to the Ordinance.

Key aspects of the Ordinance include the following:

- Differentiates between low speed vehicles and golf carts as stated in Florida Statutes
- Allows low speed vehicles to be operated on City streets under certain conditions:
  - The posted speed limit is 35 mph or less;
  - The vehicle must meet equipment standards;
  - The vehicle must be registered;
  - The driver must have a valid driver's license.
- Creates a process for the designation of a "Golf Cart Community" through either a resolution adopted by the Commission or through a Planned Development Agreement.
- Allows golf carts to be operated within and between adjacent golf cart communities under certain conditions:
  - If the golf cart meets safety requirements by Florida Statutes the hours of operation are from 5 a.m. to 10 p.m.
  - If the golf cart does not meet the safety requirements the hours of operation are from sunrise to sunset.
  - Golf carts must comply with traffic laws
- Allows golf carts to be operated on City streets under certain conditions:
  - The vehicle must meet equipment standards;
  - The posted speed is 35 mph or less;
  - Hours of operation are from sunrise to sunset;
  - Golf carts must comply with traffic laws; and
  - The operator must be at least 16 years of age.

Please note, golf carts are not allowed to cross those roads owned and maintained by Sumter County or the Florida Department of Transportation without approval from the applicable agency.

**Staff recommends approval of Ordinance O2013-48.**

A handwritten signature in blue ink, appearing to read 'JM', with a long horizontal flourish extending to the right.

Jason McHugh  
Development Services Coordinator

---

**ORDINANCE NO. O2013-48**

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, AMENDING CHAPTER 12 OF THE CITY OF WILDWOOD CODE OF ORDINANCES; DEFINING LOW SPEED VEHICLES AND GOLF CARTS; ALLOWING LOW SPEED VEHICLES AND GOLF CARTS TO OPERATE ON CITY ROADS UNDER CERTAIN CONDITIONS; PROVIDING FOR THE PROCESS TO BECOME A GOLF CART COMMUNITY; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the City of Wildwood, Florida, encourages the use of alternative modes of transportation;

**WHEREAS**, the City wishes to allow the use of low speed vehicles and golf carts on City roads under certain conditions;

**WHEREAS**, the City encourages the development of golf cart communities; and

**WHEREAS**, Florida Statute differentiates between low speed vehicles and golf carts.

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

**SECTION 1.** Chapter 12 of the City of Wildwood Code is amended to include Article VI "Low Speed Vehicles and Golf Carts" as follows:

**Article VI. LOW SPEED VEHICLES AND GOLF CARTS.**

**Sec. 12-117. Low-speed vehicles.**

(a) *Definition of low-speed vehicle.* Pursuant to F.S. § 320.01(42), a low-speed vehicle is any four-wheeled electric vehicle whose top speed is greater than twenty (20) miles per hour but not greater than twenty-five (25) miles per hour, including neighborhood electric vehicles. Said vehicles must conform to the safety standards in 49 C.F.R. Section 571.500 and F.S. § 316.2122. For purposes of this section, "golf carts" as defined in F.S. § 320.01(22) or "speed modified golf carts" shall not be considered "low-speed vehicles" and shall be subject to the specific rules and regulations governing golf carts adopted by the City.

(b) *Authorization to operate low-speed vehicles.* Low-speed vehicles may be operated within the City limits where the posted speed limit is thirty-five (35) miles per hour or less. Pursuant to F.S. § 316.2122(1), this does not prohibit a low-speed vehicle from crossing a road or street at an intersection where the road or street has a posted speed limit of more than thirty-five (35) miles per hour.

(c) *Equipment and minimum standards.* According to the requirements set forth in F.S. § 316.2122, a low-speed vehicle must be equipped with headlamps, stop lamps, turn signal lamps, tail lamps, reflex reflectors, parking brakes, rearview mirrors, windshields, seat belts and vehicle identification numbers. A low-speed vehicle must be registered and insured in accordance with F.S. § 320.02. Any person operating a low-speed vehicle must have in his or her possession a valid driver's license.

(d) *Hours of operation.* Low-speed vehicles may be operated at any time.

(e) *Compliance with traffic laws.* Low-speed vehicles shall comply with all local and state traffic laws, and may be ticketed for traffic violations in the same manner as motor vehicles.

(f) *Enforcement.* The City shall have the authority to enforce the provisions set forth herein and applicable traffic laws, provided however, that the enforcement of additional rules and regulations established by communities in which they are operating shall be the sole responsibility of said communities

#### **Sec. 12-118. Definition of a golf cart.**

Pursuant to F.S. § 320.01(22), a "golf cart" is defined as a motor vehicle that is designed and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding speeds of twenty (20) miles per hour.

#### **Sec. 12-119. Golf cart communities.**

(a) *Adoption by resolution or Planned Development Agreement.* The City Commission may designate a subdivision or a delineated area within the City as a "golf cart community" through adoption of a resolution. Alternatively, a subdivision or other development may be considered a golf cart community if included in a Planned Development Agreement.

(b) *Consideration for a golf cart community.* In order to be considered a golf cart community, it shall be demonstrated that golf carts may be safely operated upon the streets of such community or area given the speed, volume, and character of motor vehicle traffic using the road or street. The provision of appropriate signage designating

such areas and regulating use of golf carts shall be the responsibility of each golf cart community and shall be a condition of the approving resolution or Planned Development Agreement. The City Commission may require additional information to ensure the health, safety, and well-being of the community or area.

**Sec. 12-120. Authorization to operate golf carts within and between golf cart communities.**

(a) *Authority to operate.* Golf carts meeting the definition set forth in Section 12-117 above may be operated within communities approved by the City Commission as "golf cart communities" on those streets designated for golf cart usage. Golf carts may also be operated between golf cart communities that are adjacent. The City Commission may also revoke any such approval by resolution.

(b) *Equipment and minimum standards.* All golf carts operated within golf cart communities shall meet the minimum equipment standards established by Florida Statutes. Golf carts that are operated between the hours before sunrise and after sunset, if permitted by the approving resolution, shall have additional equipment requirements, and at a minimum, must have headlights, brake lights, turn signals, a windshield, and reflective devices on the sides of the golf cart that could include reflective tape.

(c) *Hours of operation.* Golf carts meeting the minimum equipment standards established in subsection (b) above for operation between the hours before sunrise and after sunset, may be operated between the hours of 5:00 a.m. and 10:00 p.m., if permitted by the approving resolution or Planned Development Agreement. Golf carts that do not meet the minimum equipment standards for operation between the hours before sunrise and after sunset shall only be permitted to operate during the hours between sunrise and sunset.

(d) *Compliance with traffic laws.* Golf carts shall comply with all applicable local and state traffic laws, and may be ticketed for traffic violations in the same manner as motor vehicles.

(e) *Enforcement.* The city shall have the authority to enforce the provisions set forth herein and applicable traffic laws, provided however, that the enforcement of rules and regulations established by golf cart communities shall be the sole responsibility of each community.

**Sec. 12-121. Operation of golf carts on public city roads.**

(a) *Authorization to operate golf carts on public City roads.* Golf carts meeting the definition set forth in Section 12-118 may be operated on all public City roads where the posted speed limit is thirty-five (35) miles per hour or less. Public City road shall mean any thoroughfare maintained by the City that is commonly used for vehicular traffic.

(b) *Operation on public County and state roads.* Golf carts may not operate on or cross County roads unless authorized by Sumter County. Golf carts may not operate on or cross state highways unless authorized by the department of transportation pursuant to F.S. § 316.212(2).

(c) *Equipment and minimum standards.* All golf carts operated on public City roads shall meet the minimum equipment standards established by state statutes. Golf carts that are operated between the hours before sunrise and after sunset must be equipped with headlights, brake lights, rear view mirror, turn signals, and a windshield.

(d) *Hours of operation.* Golf carts meeting the equipment standards established in subsection (c) for operation between the hours before sunrise and after sunset may be operated at any time during the day or night. Golf carts that do not meet these additional standards shall only be operated during the hours between sunrise and sunset.

(e) *Compliance with traffic laws.* Golf carts shall comply with all applicable local and state traffic laws, and may be ticketed for traffic and parking violations in the same manner as motor vehicles.

(f) *Operation.* Drivers of golf carts must be at least sixteen (16) years of age. The number of occupants of a golf cart must equal the number of seats. No person is to stand while the golf cart is in motion.

(g) *Enforcement.* The City shall have the authority to enforce the provisions set forth herein and applicable traffic laws.

**SECTION 2.** 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 3.** 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:

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

# CITY COMMISSION OF THE CITY OF WILDWOOD

## EXECUTIVE SUMMARY

**SUBJECT:** Ordinance O2013-49: Annexation of Parcel D17=007

Approval of Ordinance O2013-49

**REQUESTED ACTION:**

<input type="checkbox"/> Work Session (Report Only)	<b>DATE OF MEETING:</b>	<u>10/14/13 First Reading</u> <u>10/28/13 Adoption</u>
<input checked="" type="checkbox"/> Regular Meeting	<input type="checkbox"/> Special Meeting	

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

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

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

**HISTORY/FACTS/ISSUES:**

The applicant, Piedmont Companies, LLC, has submitted a voluntary annexation application for parcel D17=007. The property totals 0.3 +/- acres and is located west of CR 105 and the west side of Walmart in the Oxford area.

This parcel is intended be part of a retail center that will include adjoining properties (Reynolds properties).

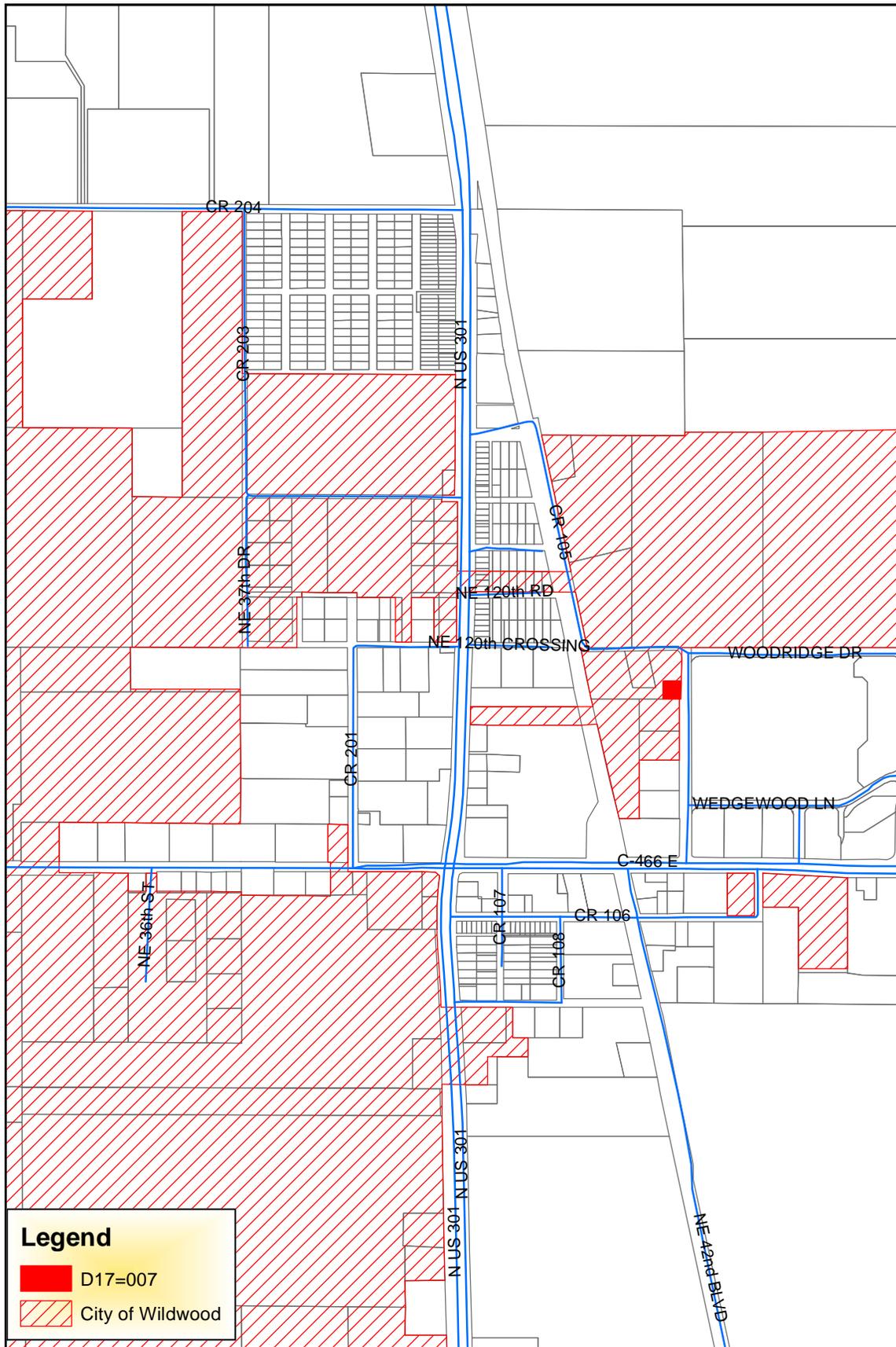
Annexation into the City is appropriate because the property is contiguous to the City limits and contained within the City's Joint Planning Area with Sumter County.

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 O2013-49.**



Jason McHugh  
Development Services Coordinator



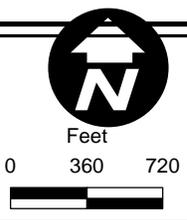
**Legend**

- D17=007
- City of Wildwood

I:\Terr\GIS\Maps\Location - D17=007.mxd - 10/8/2013 9:27:27 AM - tonaal



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



<b>D17=007</b>	
<b>WILDWOOD, FLORIDA</b>	
OCTOBER 2013	LOCATION MAP

**ORDINANCE NO. O2013-49**

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROVIDING FOR THE VOLUNTARY ANNEXATION OF CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 0.3 ACRES BEING GENERALLY LOCATED ON THE WEST SIDE OF CR 105; IN SECTION 17, TOWNSHIP 18 SOUTH, RANGE 23 EAST; WHICH IS CONTIGUOUS TO THE CITY LIMITS OF THE CITY OF WILDWOOD, FLORIDA; PROVIDING THAT SECTION 1-14 OF THE CITY OF WILDWOOD CODE OF ORDINANCES IS AMENDED TO INCLUDE THE ANNEXED PROPERTY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

**SECTION 1.** Based upon the petition of the owner of the following described real property, which is generally located on the west side of CR 105, 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 Ted and Toni Lovett is more particularly described as follows:

**LEGAL DESCRIPTION**

**Parcel # D17=007**  
**0.3 +/- Acres**

Begin 103 yards South of Northeast corner of Northwest  $\frac{1}{4}$  of Northwest  $\frac{1}{4}$  of Section 17, Township 18 South, Range 23 East, thence run West 105 feet, thence run North 105 feet, thence run East 105 feet, thence run South 105 feet to point of beginning, less the North 9 feet thereof, Sumter County, Florida.

AND

Begin 103 yards South of the Northeast corner of the Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 17, Township 18 South, Range 23 East, thence run West 105 feet for a point of beginning. Thence run West 20 feet; thence North 105 feet; thence East 20 feet; thence South 105 feet, to the point of beginning and close, Sumter County, Florida.

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

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

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

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

**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:

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

**CITY OF WILDWOOD**  
**EXECUTIVE SUMMARY**

**SUBJECT:** WASTE MANAGEMENT REFUSE RATE INCREASE

**REQUESTED ACTION:** Information Only

Work Session (Report Only)

Regular Meeting

**DATE OF MEETING:** October 28, 2013

Special Meeting

**CONTRACT:**  N/A

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

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

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

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

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

Annual

Capital

N/A

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

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

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**HISTORY/FACTS/ISSUES:** Per City Ordinance annual CPI rate increase to become effective October 1<sup>st</sup>, 2013.

Attached Exhibit A rate schedule.

**RESOLUTION NO. R2013-31**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILDWOOD, FLORIDA PROVIDING FOR INCREASES TO THE SOLID WASTE USER CHARGE; PROVIDING AN EFFECTIVE DATE. RESCINDING RESOLUTION NO. R2012-28.

WHEREAS, the City has contracted with Waste Management to provide for solid waste Disposal service; and,

WHEREAS, the contract provides that Waste Management can request an annual increase to the rates by CPI and they have requested a change in the rates: and,

WHEREAS, the City of Wildwood is the authority who sets the price for solid waste disposal Services.

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

SECTION 1. The rate for solid waste user charges shall be revised as indicated in Exhibit "A".

SECTION 2. These rates and charges supersede any previous rates established by the City Commission of the City of Wildwood, Florida.

SECTION 3. With the passage of the Resolution the new rates will become effective as of the billing cycle for the month of October, 2013.

PASSED AND RESOLVED, this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA

S E A L

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

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

Exhibit "A"

City of Wildwood Rates Effective 10/1/13 through 9/30/14

Container Size (Dumpster)	Extra Dump	2 Dumps Per week	3 Dumps Per week	4 Dumps Per week	5 Dumps Per week	6 Dumps Per week
2 cubic yds	\$8.39	\$63.96	\$95.93	\$127.91	\$159.89	\$191.87
4 cubic yds	\$15.71	\$125.48	\$188.23	\$250.97	\$313.71	\$376.45
6 cubic yds	\$23.06	\$185.11	\$277.66	\$370.21	\$462.76	\$555.32
8 cubic yds	\$29.33	\$237.10	\$355.65	\$474.20	\$592.75	\$711.31

Container Size Roll-Offs	Per Pull Charges on Open Top Containers					
20 yd	\$	187.80	plus tipping fees			
30 yd	\$	203.73	plus tipping fees			
40 yd	\$	219.67	plus tipping fees			

Compactor Size Rolloff	Per Pull Charges					
20 yd	\$	267.46	plus tipping fees			
30 yd	\$	320.56	plus tipping fees			
35 yd	\$	357.73	plus tipping fees			
40 yd	\$	400.22	plus tipping fees			

Service Type	1st Cart Monthly	Limb Debris Pickup/Disposal	Monthly Fee	2nd Cart Monthly	3rd Cart Monthly
Residential/ Inside City	\$13.92	\$3.08	\$17.00	\$10.61	\$10.61
Residential/ Outside City	\$21.24	NA	\$21.24	\$13.28	\$13.28
Commercial/ Inside City	\$20.18	\$6.89 per CY	\$20.18 +\$6.89 per CY	\$10.61	\$10.61
Commercial/ Outside City	\$25.22	\$8.62 per CY	\$25.22 +\$8.62 per CY	\$13.28	\$13.28

Note: Minimum Commercial Dumpster Service is 2X/Week

# CITY COMMISSION OF THE CITY OF WILDWOOD

## EXECUTIVE SUMMARY

**SUBJECT:** Purchase of K9, vehicle and equipment

**REQUESTED ACTION:**

Work Session (Report Only)  
 Regular Meeting

**DATE OF MEETING:** 10/28/2013  
 Special Meeting

**CONTRACT:**

N/A  
Effective Date: \_\_\_\_\_  
Managing Division / Dept: \_\_\_\_\_

Vendor/Entity: \_\_\_\_\_  
Termination Date: \_\_\_\_\_

**BUDGET IMPACT:** Impact Fees – estimate \$67,900.00

Annual  
 Capital  
 N/A

**FUNDING SOURCE:**  
**EXPENDITURE ACCOUNT:**

Impact Fees

**HISTORY/FACTS/ISSUES:**

Mayor and Commission,

As many of you are aware the City had a very productive K-9 unit years ago. I have not returned the unit due to the lack of manpower and funding. With the increase in area due to annexation and the increase in call volume, the Police Department need to have a ready accessible K9 division is paramount. In the past years we have utilized the Sheriff's office K9, however with the increase in the needs they have, there in many times the K9 is unavailable or at least unavailable in the time frame we need. The courts limit the time an officer can hold a person on a traffic stop for a K9 to arrive. There have been many times we have called out the state prison's K9 unit for tracking a suspect or missing person/child, However it takes (1) one to (2) two hours to get on scene. When looking for a suspect or a missing person/child, every minute is valuable time lost.

**Estimates:**

Dog with Training: \$14,500.00 (Southern Coast K9)  
Vehicle: 2014 fully packaged Ford \$45,000.00 (paid in full)  
Misc. Canine accessory: \$8,400.00, (vest, training, equipment, kennels, etc.)

Requesting to purchase, K9 with training, Vehicle, and Miscellaneous equipment, not to exceed \$67,900.00 out of the impact fees.

E.W. Reeser, Chief 

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## **CITY OF WILDWOOD**

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### **CITY COMMISSION REPORT**      Commission Meeting Date: Oct. 28, 2013

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Subject:                      CR 501 and CR 214 Water Treatment Plant Modifications

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

Department:                Utility Department

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Staff Recommendation (Motion Ready): Recommend approval of Amendment no. 3 to IPO #15 between the City and KHA in the amount of \$7,500 for additional design for VFD by-pass with soft start.

---

#### **BACKGROUND:**

- On June 11, 2012 the City Commission authorized KHA to design the modifications to the CR 501 Water Treatment Plant (WTP) required as a result of the flooding that took place in October, 2010 at a cost of \$47,500.
- On December 10, 2012 the City Commission approved Amendment No. 1 to IPO #15, adding security cameras to CR 501 WTP, CR 214 WTP, the Recreation and Parks Barn and the Public Works/Fleet facilities in the amount of \$29,750.
- On May 13, 2013 the City Commission approved Amendment No. 2 to IPO #15 in the amount of \$19,750 for correcting electrical issues at the CR 214 WTP , making the facility more reliable.

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

##### **FINDINGS:**

- Recent failures of a Variable Frequency Drive (VFD) have brought to light a reliability issue at both CR 501 WTP and CR 214 WTP. These existing VFDs have no means of by-pass to operate manually when there is a failure of the VFD and due to the size of the electric motors, the electrical supplier requires the VFD by-pass to have “soft start” capabilities.

##### **CONCLUSIONS:**

- During this design project is the best and most economical time to correct the VFD by-pass issue on both WTPs.

##### **LEGAL REVIEW:**

- Amendment No. 3 to KHA IPO #15 has been forwarded to the City Attorney for his review.

**RECOMMENDATIONS:**

- Staff recommends approval of Amendment No. 3 to IPO #15 in the amount of \$7,500.

**FISCAL IMPACT:**

- Funding will be from the \$1,000,000 from the Unrestricted Cash and Investments Fund being transferred to the CIP account as outlined in the Bond funding.

**ALTERNATIVES:**

- Not approve the additional fees and continue to operate without a means of operating the pumps manually when there is a VFD failure.

**SUPPORT MATERIAL:**

- Copy of Amendment No. 3 to KHA IPO #15.



**AMENDMENT NUMBER 3 TO IPO #15 BETWEEN THE CITY OF WILDWOOD  
AND KIMLEY-HORN AND ASSOCIATES, INC.**

AMENDMENT NUMBER 3, dated October 2, 2013, to the Individual Project Order (IPO) #15 between The City of Wildwood (the "City") and Kimley-Horn and Associates, Inc. ("Kimley-Horn"), dated June 12, 2012 (the "Agreement"), concerning Coleman WTP Flood Repairs – with National Electric Code (NEC) modifications (the "Project").

Kimley-Horn has entered into the Agreement with the City for the furnishing of professional services, and the parties now desire to amend the Agreement.

Therefore, it is mutually agreed that the Agreement is amended to include Additional Services to be performed by Kimley-Horn and provisions for additional compensation by the City to Kimley-Horn, all as set forth in Exhibit A hereto. The parties ratify the terms and conditions of the Agreement not inconsistent with this Amendment, all of which are incorporated by reference.

ACCEPTED:

THE CITY OF WILDWOOD, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

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

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

Richard V. Busche, P.E.

TITLE: \_\_\_\_\_

TITLE: Vice President \_\_\_\_\_

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

DATE: October 7, 2013 \_\_\_\_\_

### EXHIBIT A

Kimley-Horn shall perform the following Additional Services:

- Prepare plans and specifications for the following additional scope of work related to the 214 Pump Station. The plans and specifications will be part of the Coleman WTP Reconstruction construction documents. Kimley-Horn understands that it is the City's intention to bid both the 214 Pump Station and Coleman WTP work as one project.
  1. Coleman – Revise the Electrical Riser diagram to include a bypass on the High Service Pump Variable Freq. Drives, including PID revisions for redundant control system.
  2. Coleman – Revise specifications to include the Bypass Electrical System and DSL Based Error Communications system.
  3. Coleman – Interface with Drive Manufacturer and SCADA software engineer to make sure system is fully functional.
  4. CR 214 – Add the electrical sheet for an automatic gate operator and control system.
  5. CR 214 – Develop an Electrical Riser diagram to replace the existing VRFs with new (include a bypass).
  6. CR 214 – Revise specifications to include the Bypass Electrical System and DSL Based Error Communications system.
  7. CR 214 – Interface with Drive Manufacturer and SCADA software engineer to make sure system is fully functional.

Kimley-Horn will include design, specification, construction plans preparation, and construction administration services for the additional work described above as part of the original scope of work for an additional fee. These additional elements will be included in the construction documents as part of a single project but listed separately on the bid form such that insurance reimbursable costs are bid separate from non-reimbursable costs.

Kimley-Horn will complete the above scope of services for an **additional** lump sum fee of \$7,500, inclusive of expenses.

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## CITY OF WILDWOOD

### CITY COMMISSION REPORT

Commission Meeting Date: Oct. 28, 2013

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Subject: West Well Replacement

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

Department: Utility Department

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Staff Recommendation (Motion Ready): Recommend approval of the Kimley-Horn and Associates, Inc. (KHA) Individual Project Order (IPO) no. 24 in the amount of \$6,450.00 to perform a Natural Resource Assessment (NRA) and a Phase 1 Environmental Site Assessment (ESA) on Sumter County Parcel No. C33=040 (Ashley Well Site), subject to the present owner signing the Sale and Purchase Agreement..

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#### **BACKGROUND:**

- The City has received notification from SR44LLC to vacate the property on which the West Well is located.
- At the September 10, 2013 the City Commission approved a Sale and Purchase contract with Arlen D. Ashley, Jr., Trustee to purchase Sumter County Parcel No. C33=040, subject to a six (6) month due diligent period.

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

##### **FINDINGS: Phase 1 of the Due Diligence**

- **Task 1 – Natural Resource Assessment:**
  - Identify and characterize wetlands, surface water and upland habitats.
  - Identify any listed species that may be utilizing the site.
  - Request information from the Florida Natural Areas Inventory (FNAI) and the Florida Wildlife Conservation Commission (FWCC) regarding occurrences of listed species on and in the vicinity of the site.
  - Request information from the State Historic Preservation Officer (SHPO) regarding historic or archaeological significance.
  - Conduct a 15% Gopher Tortoise Survey.
- **Task 2 – Phase 1 - Environmental Site Assessment (ESA):**
  - Record search of an environmental data base.
  - Review activity uses.
  - Review current and historic aerials.

- Review local directories and historic maps.
- Possible review of “non-traditional data bases.
- Conduct a site reconnaissance.
- Interview
  - Past and present landowners if available.
  - Adjacent property owners, if available.
  - Local Fire Department
  - Local Health Dept.
  - Local environmental agency.
- Prepare a summary report of the ESA.

**CONCLUSIONS:**

- Should Phase 1 of the Due Diligence show no concerns, the Commission has the following options:
  - Authorize a Boundary Survey
  - Authorize KHA to prepare well construction specifications.
- Should Phase 1 of the Due Diligence show the site has some potential issues, the Commission has the following options:
  - Authorize KHA to complete a Phase 2 ESA.
  - Depending on the potential issue, authorize limited geotechnical evaluations.
  - Cancel the contract for sale and purchase.

**LEGAL REVIEW:**

- IPO # 24 has been forwarded to the City Attorney for his review and comment.

**RECOMMENDATIONS:**

- Staff recommends approval of IPO #24.

**FISCAL IMPACT:**

- Funding will be from the \$1,000,000 from the Unrestricted Cash and Investment Fund being transferred to the CIP account as outlined in the Bond funding.

**ALTERNATIVES:**

- Proceed with the purchase of the property without the the due diligence.
- Cancel the Sale and Purchase Agreement and look for another well site.

**SUPPORT MATERIAL:**

- Copy of IPO #24.

INDIVIDUAL PROJECT ORDER NUMBER 24  
October 9, 2013

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

*Identification of Project:*

Project: Ashley Parcel Due Diligence Phase I

Client: City of Wildwood

*General Category of Services:*

1. The City of Wildwood requested Kimley-Horn to conduct an initial due diligence study of a 1.34 acre parcel (Sumter County Parcel #C33=040, aka "Ashley Parcel") that is proposed to serve as the site for a new water treatment plant (WTP) and public supply well to replace the existing West Well WTP.
2. The City requested Kimley-Horn to provide a Phase I Environmental Site Assessment (ESA) and a natural resources site assessment as the initial due diligence evaluation. Additional due diligence investigations may be required if the initial due diligence study indicates the site is suitable for the intended use. The following additional services may be warranted as future due diligence tasks but are not included in this scope of services.
  - Site Survey
  - Geotechnical Testing
  - Phase II ESA
  - Potable Water Well Construction and Testing
3. Should the initial due diligence study determine that the parcel is appropriate for use as a public potable water supply and treatment site, Kimley-Horn will provide a separate proposal for additional evaluations as requested by the City.

*Specific Scope of Basic Services:***Task 1 – Natural Resource Assessment**

- A. Kimley-Horn will conduct a Natural Resource Assessment (NRA) on the subject site to identify and characterize wetlands and surface waters and upland habitats (including potential sensitive habitats) on-site and will evaluate the potential for usage by listed species.
- B. Kimley-Horn will review readily available natural resource documentation, previous environmental studies (provided by client), listed species information and conduct a site visit.
- C. Kimley-Horn will request information from the Florida Natural Areas Inventory (FNAI) and the Florida Fish and Wildlife Conservation Commission (FWC) regarding known occurrences of listed species on and in the vicinity of the subject property. In addition, we will request information from the State Historic Preservation Officer (SHPO) regarding historic and archaeological resources.
- D. Kimley-Horn will conduct a 15% Gopher Tortoise Survey (if applicable habitat) per Florida Fish and Wildlife Conservation Commission (FWC) Gopher Tortoise Permitting Guidelines (Guidelines) in order to establish presence or absence of gopher tortoise burrows onsite for permitting purposes.

- E. Kimley-Horn will map habitat type on an aerial photograph in the field. This information will be used to prepare a land cover map using the Florida Land Use, Cover, and Forms Classification System (FLUCFCS – FDOT, 1999) required by the permitting agencies. The acreage of upland and wetland habitats will be included on the FLUCFCS and will be approximate based on aerial interpretation.
- F. Kimley-Horn will prepare a Technical Memorandum summarizing our findings, permit requirements if development proceeds on this site, and additional surveys needed (if applicable). Kimley-Horn will provide a pdf of all reports to the Client by email.

### **Task 2 – Phase I Environmental Site Assessment (ESA)**

The Phase I ESA scope of services described in this proposal addresses the due diligence procedures and methodology presented in the ASTM E 1527-05. Kimley-Horn's scope of services for conducting the Phase I ESA consists of the tasks set forth below. The following tasks refer to only that information that is defined as reasonably ascertainable (ASTM E 1527-05, 6.2.1).

- A. Record Search – An environmental database search will be prepared encompassing the minimum search distances listed in ASTM E1527-05, 8.2.1.
- B. IC/EC Registries – Kimley-Horn will review readily available databases on institutional and engineering (IC/EC) controls and Activity Use Limitations (AULs).
- C. Aerial Photograph Review – Kimley-Horn will retrieve and examine readily available historical aerial photographs of the site and the surrounding vicinity.
- D. Review of Local City Directories and Historical Maps- Kimley-Horn will obtain and review readily available historical city directories, fire insurance maps, and historical topographic maps.
- E. Other Historical Sources – Should Kimley-Horn determine that other non-traditional sources may provide information relevant to the completion of the Phase I ESA, these sources will be reviewed and documented.
- F. Kimley-Horn will conduct a site reconnaissance consistent with ASTM E 1527-05, 9.
- G. Consistent with ASTM E 1527-05, 10.5.2.3 and 10.5.4, Kimley-Horn will make a reasonable attempt to conduct the following interviews:
1. Kimley-Horn will interview current and past owners, operators, and occupants of the property that have or are likely to have material information regarding uses, physical characteristics and the potential for RECs at the subject property consistent with ASTM E 1527-05 sections 10.5.1, 10.5.2, 10.5.2.1, 10.5.2.2, and 10.5.4.
  2. In the case of abandoned properties as defined in ASTM E 1527-05, 3.2.1, where there is evidence of uncontrolled access or unauthorized uses, Kimley-Horn will attempt to interview current neighboring or nearby property owners (ASTM E 1527-05, 10.5.5).
  3. Kimley-Horn will interview one or more of the following state or local agencies:
    - Local fire department
    - Local health agency
    - Local environmental regulatory agency
- H. Kimley-Horn will prepare a summary report of the results of the Phase I ESA. The report will be formatted consistent with Appendix X4 of ASTM E 1527-05.

### *Additional Services*

The following services are not included in the scope of services, but can be provided as additional services if authorized by the Client. Compensation for additional services will be agreed to prior to their performance.

- Additional services not described above
- Meetings with regulatory agencies

- 100% Gopher Tortoise survey, permitting and relocation fees for gopher tortoise in accordance with FWC permitting guidelines.
- Formal Wetland Delineation
- Attendance at public hearings

*Schedule*

Kimley-Horn will provide the services described in the scope of services in an expeditious manner based upon an agreed upon schedule.

*Fee and Billing*

The Engineer will complete the above scope of services for a lump sum fee of \$6,450, inclusive of expenses. A breakdown of fee by task is as follows:

<i>Task</i>	<i>Labor Fee</i>
Task 1 – Natural Resource Assessment	Lump Sum: \$2,950
Task 2 – Phase I ESA	Lump Sum: \$3,500

*Other Special Terms of Individual Project Order:*

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

ACCEPTED:

THE CITY OF WILDWOOD, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

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

BY:  \_\_\_\_\_  
Richard V. Busche, PE

TITLE: \_\_\_\_\_

TITLE: Vice President

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

DATE: October 9, 2013

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## CITY OF WILDWOOD

### CITY COMMISSION REPORT      Commission Meeting Date: Oct. 28, 2013

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Subject:                      Wastewater Treatment Plant (WWTP)  
   Headworks Screen  
   Kimley-Horn Individual Project Order #25

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

Department:                Utility Department

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Staff Recommendation (Motion Ready): Recommend approval of Kimley-Horn and Associates, Inc. (KHA) Individual Project Order (IPO) #25 in the amount of \$59,500 for the design of a new headworks screen and by-pass.

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#### **BACKGROUND:**

- The headworks is the “front end” of the WWTP and receives ALL flow coming into the plant.
- The bar screen is a traveling screen that filters all material greater than 6 mm (approximately ¼ inch) from the raw waste prior to it entering into the treatment process.
- The existing bar screen has been in place and functioning since the original construction of the plant in the late 1980’s.
- There have been two upgrades, plant capacity increases, since the original plant was constructed and there has been no increase in the capacity of the bar screen.
- The construction plans for the last expansion, from 2.25 MGD to the present capacity of 3.55 MGD indicated the construction of a second headworks in the 30% and 60% plans.
- At some point during the construction the second headworks was removed from the project.

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

##### **FINDINGS:**

- The existing WWTP is rated and permitted at an average daily flow of 3,550,000 gallons per day (3.55 MGD).
- The existing headworks bar screen is rated at 1,500,000 GPD (1.5 MGD)
- The plant has experienced flows greater than 5.0 MGD on an intermitten basis.

- During times of high flow and partial obstruction of the screen the plant has experienced raw sewage overflowing the headworks channel.
- Raw wastewater from the Coleman Federal Penitentiary contains large amounts of plastics.

**CONCLUSIONS:**

- The headworks screen should be rated at 2 to 2.5 times the average daily flow of the WWTP. (7.10 to 8.875 MGD)
- The Florida Department of Environmental Protection (FDEP) has the permitting authority over the WWTP and could downsize the WWTP to the capacity of the headworks and bar screen.

**LEGAL REVIEW:**

- IPO # 25 has been submitted to the City Attorney for his review.

**RECOMMENDATIONS:**

- Staff recommends approval of IPO #25 in the amount of \$59,500 for KHA to design and permit, for construction, a new rotating drum screen, headworks bypass and new influent meter for the WWTP.

**FISCAL IMPACT:**

- Funding will be from the \$1,000,000 from the Unrestricted Cash and Investments Fund being transferred to the CIP account as outlined in the Bond funding.

**ALTERNATIVES:**

- Staff is not aware of any alternatives.

**SUPPORT MATERIAL:**

- Copy of Kimley-Horn's IPO #25.

**INDIVIDUAL PROJECT ORDER NUMBER 25**  
**October 9, 2013**

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

***Identification of Project:***

Project: Wildwood WWTF Headworks Screen Modifications

Client: City of Wildwood

***General Category of Services:***

The City of Wildwood's wastewater treatment facility (WWTF) headworks screen is currently under sized for the rated capacity of the treatment plant. Also, the existing headworks structure was constructed without a by-pass channel.

The City requested Kimley-Horn to design modifications to the existing headworks structure to provide for adequate screening capacity and by pass capabilities.

Kimley-Horn assumes the project will generally require the following modifications:

- Installation of one rotary drum screen with a screenings washer/compactor.
- Construction of a new by-pass line to allow for continued plant operation during construction.
- Relocation of the existing aluminum stairwell.
- Widening the top of the existing headworks structure by constructing new aluminum catwalks on each side of the existing platform.
- Installation of a service water booster pump (for adequate wash-down water pressure).
- One new influent flow meter capable of measuring peak flow rates.

***Specific Scope of Basic Services:***

Task 1 – Construction Plans, Specifications, and Permitting

- A. Kimley-Horn will prepare construction plans, specifications, and an opinion of probable cost for the project. The construction plans will consist of the following sections.
- Cover sheet
  - General Notes
  - Standard Details
  - Demolition Plans
  - New By-pass Line Plan
  - Mechanical Plans
  - Structural Plans
  - Electrical Plans

- B. Kimley-Horn will submit 60%, 90%, and 100% plans, specifications, and an opinion of probable cost with the 90% and 100% plans to the City for review and comment.
- C. Kimley-Horn will provide two hard copy sets of final drawings and electronic versions in AutoCAD and PDF format.
- D. Kimley-Horn will prepare an FDEP “Application for a Minor Revision to a Wastewater Facility or Activity Permit” (FDEP form 62-620.910(9)) to include the screen modifications to the operating permit.
- E. All permit application fees will be paid by the City.

#### Task 2 – Bid Administration

- A. Kimley-Horn will prepare bid packages consisting of plans and specifications (in EJCDC format) to be included in the City’s bid packages.
- B. The City will prepare and advertise the Bid Notification. Kimley-Horn will provide the technical information required for the notification language.
- C. Kimley-Horn will conduct a pre-bid meeting with prospective bidders.
- D. Kimley-Horn will administer distribution of the bid packages and maintain a log of the issued bid packages. Kimley-Horn will charge those requesting bid packages a fee for each set of issued documents. The fee is intended to cover the cost of reproduction, shipping and handling of the bid packages. The City will be provided with two (2) bid package sets at no cost.
- E. Kimley-Horn will respond to Request for Information’s (RFIs) and prepare bid addendums as necessary during the bid process.
- F. Kimley-Horn will review the bid responses and tabulate the results. Kimley-Horn will provide the City with a written bid tabulation record along with a selection recommendation.

#### **Additional Services**

The following services are not included in the scope of services, but can be provided as additional services if authorized by the Client. Compensation for additional services will be agreed to prior to their performance.

- Site Geotechnical
- Construction Administration Assistance
- Any permit applications not specifically identified in the scope of services.

#### **Schedule**

Kimley-Horn will provide the services described in the scope of services in an expeditious manner based upon an agreed upon schedule.

**Fee and Billing**

The Engineer will complete the above scope of services for a lump sum fee of \$59,500, inclusive of expenses. A breakdown of fee by task is as follows:

<b>Task</b>	<b>Description</b>	<b>Lump Sum Fee</b>
Task 1	Construction Plans, Specifications, and Permitting	\$54,000
Task 2	Bid Administration	\$5,500
<b>Total:</b>		<b>\$59,500</b>

**Other Special Terms of Individual Project Order:**

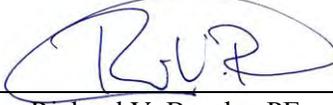
Services provided under this will be invoiced on a monthly basis. All invoices will include a description of services provided.

ACCEPTED:

THE CITY OF WILDWOOD, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

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

BY:  \_\_\_\_\_  
Richard V. Busche, PE

TITLE: \_\_\_\_\_

TITLE: Vice President

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

DATE: October 9, 2013

**KIMLEY-HORN AND ASSOCIATES, INC.**

**2013 BILLING RATE SCHEDULE  
(Subject to change annually on January 1)**

<u>Category</u>	<u>Hourly Rate</u>
Support Staff	\$65.00 - \$90.00
Technical Support	\$70.00 - \$110.00
Professional	\$95.00 - \$150.00
Senior Technical Support	\$120.00 - \$140.00
Senior Professional	\$145.00 - \$220.00
Principal	\$215.00 - \$225.00

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## **CITY OF WILDWOOD**

### **CITY COMMISSION REPORT**      Commission Meeting Date: Oct. 28, 2013

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Subject:                      Kruger Disc Filter Backwash Pump

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

Department:                Utility Department

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Staff Recommendation (Motion Ready): Recommend purchase Backwash Pump less motor for the Kruger Disc Filter from I. Kruger, Inc. in the amount of \$3,471.49.

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#### **BACKGROUND:**

- The bearings in the Backwash Pump in the Kruger Disc Filter are showing signs of early failure.
- Kruger has been established by the City Commission as the sole source provider of parts for the Kruger Disc Filter, I. Kruger, Inc. is the sole source in North America.

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

##### **FINDINGS:**

- The approved FY 13/14 budget included, in the “Repair and Replacement Breakout” a line item to replace “Kruger Disc filter backwash pump assembly” at a cost of \$4,200.00.

##### **CONCLUSIONS:**

- Further inspection of the pump assembly, by City Staff, reveals that the motor does not need replacing.
- Replacement of the pump less motor is \$3,471.49 or \$728.51 below the budgeted amount.
- City staff will install the new pump on the existing motor.

##### **LEGAL REVIEW:**

- N/A

#### **RECOMMENDATIONS:**

- Staff recommends approval of the purchase.

#### **FISCAL IMPACT:**

- The funding source is Repair and Maintenance, account no. 0401 0036 0536 0460 with an unencumbered balance of \$472,390.00 as of October 1, 2013.

**ALTERNATIVES:**

- This is the only backwash pump in the disc filter, should this pump fail; the City will not be able to meet its permitted wastewater treatment level.

**SUPPORT MATERIAL:**

- Copy of I. Kruger, Inc. quote no. 92513.
- Copy of “sole source” letter dated Jan. 1, 2012.

C:\Users\bphillips\Documents\Agenda Items\Oct 28, 2013\Kruger Backwash Pump.doc

# KRÜGER

**I. Kruger Inc.**  
401 Harrison Oaks Blvd  
Ste. 100  
Cary, NC 27513

TELEPHONE 919-677-8310  
FACSIMILE 919-677-0082

1/1/2012

TO WHOM IT MAY CONCERN:

This document is to inform you that **I. Kruger Inc. is the sole source** in North America, South America, and the Pacific Rim Territories for the following products:

**Desmi Rotor Assemblies**

**Desmi Rotor End Bearings**

**Desmi Rotor Gearboxes**

**Brevini Geardrives**

**Kruger Actiflo® Equipment – including, but not limited to, mixers, microsand pumps, hydrocyclone systems, & lamellas**

**Kruger Curved Bar Screens**

**Kruger / Hydrotech Disc Filter Parts and Pumps**

**Landia Mixer and Pumps**

**Kruger Inlet Distributors/Weir Gates and Drive Components**

**LPT Slurry Pumps**

**Kruger Rotor Tubes**

**Kruger Rotor Star Assemblies**

**Kruger Ditch Aluminum Decking**

**Kruger Proprietary Software/Programming for SCADA and PLC on Kruger Installations**

**Nord Gear Systems including parts, repairs, and complete units**

**Wilo Mixers, parts and retrieval apparatus**

If you have any questions or concerns, please feel free to contact me.

Thank you,



**J. Bryan Hewitt**

**After Market Sales Manager**

**I. Kruger Inc. 4001 Weston Pkwy. Cary, NC 27513 USA**

**Cell: 919-349-1616 Main: 919-677-8310 Fax: 919-677-0082**

**Email: [bryan.hewitt@veoliawater.com](mailto:bryan.hewitt@veoliawater.com)**

PLEASE NOTE:  
This Sole Source Letter is valid  
through December 31, 2015.



Solutions & Technologies

# KRÜGER

# QUOTE

QUOTE NO. 092513

## I. KRUGER INC.

Veolia Water Solutions & Technologies

DATE: 9/25/2013

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

EXPIRATION DATE: 10/25/2013  
This quote is valid for 30 days

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

FROM: J. Bryan Hewitt  
After Market Sales Manager  
[bryan.hewitt@veoliawater.com](mailto:bryan.hewitt@veoliawater.com)  
CELL 919.349.1616

SALESPERSON	JOB	PAYMENT TERMS	DELIVERY TERMS	DELIVERY SCHEDULE
JBH	Kruger Disc Filter	Net 30 Days	F.O.B. Prepaid & Add Destination	2-3 wks- ARO
QTY	PART NUMBER AND DESCRIPTION	UNIT PRICE	LINE TOTAL	

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

1	MTR15-16/5 A-WB-I-HUUV 213tc pe Backwash Pump less motor			\$3,471.49
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SUBTOTAL \$3,471.49

ALL PRICES SUBJECT TO COST AND AVAILABILITY AT TIME OF ORDER.

PRICES QUOTED ABOVE DO NOT INCLUDE SHIPPING, BROKERAGE,

CUSTOMS DUTIES & FEES, START UP SERVICES, APPLICABLE TAXES.

MINIMUM ORDER \$50.00.

ESTIMATED FREIGHT TBD

SALES TAX Exempt

TOTAL \$3,471.49

Quotation prepared by: J. Bryan Hewitt

To accept, sign here and return\*: \_\_\_\_\_

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

THANK YOU FOR YOUR BUSINESS!

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

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## **CITY OF WILDWOOD**

### **CITY COMMISSION REPORT**      Commission Meeting Date: Oct. 28, 2013

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Subject:                      First Amendment to Pioneer Agreement - Trailwinds

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

Department:                Utility Department

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Staff Recommendation (Motion Ready): Recommend approval of the First Amendment to the Pioneer Agreement between the City of Wildwood and the Word Family, LLC., subject to approval by the City Attorney.

---

#### **BACKGROUND:**

- On March 11, 2013 the City Commission approved the Pioneer Agreement which was the First Addendum to Developer's Agreement between City of Wildwood and the Word Family, LLC.
- The Developer wishes to amend the Pioneer Agreement.

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

##### **FINDINGS:**

- Attached is a marked up copy of the original Pioneer Agreement with the proposed changes in blue type.

##### **CONCLUSIONS:**

- The proposed changes clarify the use of the \$1,800,000 (Advanced Funds) as follows:
  - Paragraph C. 11. - \$1,700,000 to be used for the sanitary force main and \$100,000 to be used for water main extensions.
  - Paragraph C. v. – The 10 year reimbursement time frame is to start upon substantial completion of the improvements.
  - New paragraph C. vii. – Funds to be advanced in conformance with the milestone schedule developer by Kimley-Horn and Associates, Inc. (copy attached).
  - New paragraph C. viii. – describes the cure should the City not complete the offsite improvements or fail to fund any shortfalls in the funding.

##### **LEGAL REVIEW:**

- Revised agreement has been forwarded to the City Attorney for his review.

**RECOMMENDATIONS:**

- Staff recommends approval of the First Amendment to the Pioneer Agreement between the City of Wildwood and the Word Family, LLC., subject to approval of the City Attorney.

**FISCAL IMPACT:**

- Off site improvements are being funded by the Developer, there is no financial impact to the City.

**ALTERNATIVES:**

- Not approve the Amendment.

**SUPPORT MATERIAL:**

- Clean copy of the First Amendment to the Pioneer Agreement between the City of Wildwood and the Word Family, LLC.
- A marked up copy of the amendment with changes in blue type.
- A copy of the milestone schedule prepared by Kimley-Horn and Associates, Inc.

**PIONEER AGREEMENT**

**FIRST ~~ADDENDUM-AMENDMENT~~ TO DEVELOPER'S AGREEMENT  
[CITY OF WILDWOOD, FLORIDA – WORD FAMILY, LLC]**

**THIS FIRST ~~ADDENDUM-AMENDMENT~~ TO DEVELOPER'S AGREEMENT** is made and entered effective this \_\_\_ day of \_\_\_\_\_, ~~2012~~2013, by and between:

- **CITY OF WILDWOOD, a Florida Municipal Corporation** (“City”); and
- **~~WOOD-WORD~~ FAMILY, LLC, a Florida Limited Liability Company** (“Developer”).

**RECITALS:**

- A.** Developer is the owner of the real property located in Wildwood, Sumter County, Florida described on attached Exhibit “A” (“Property”).
- B.** Developer and City entered into a Developer’s Agreement dated January 14, 2013, which was recorded in O.R. Book \_\_\_ at pages \_\_\_ through \_\_\_ of the Public Records of Sumter County, Florida (“Developer’s Agreement”). The terms and provisions of the Developer’s Agreement are, by this reference, incorporated into the terms of this First ~~Addendum~~Amendment.
- C.** The Developer’s Agreement described in Recital B above contemplated that:
- The Developer desired to procure services, including, but not limited to, water, wastewater and reuse water. The City of Wildwood desires to provide water, wastewater and reuse water to the Property.
  - The Developer, in accordance with paragraph 6.1 of the Developer’s Agreement, shall advance to the City the sum of \$1,800,000.00 (“Advanced Funds”) of which \$1,700,000.00 shall be for the construction of the sanitary sewer main on the north route, and \$100,000.00 for all or a portion of the costs of construction of the water main on the route approved by the City and the Developer (the “Improvements”):
    - A 12” water main extension from the intersection of CR 466A and CR 462, along CR 466A to the Southwest corner of the Property approximately 2,640 feet.
    - An 8” water main extension southerly along CR 462 from parcel D32=069 to the Northwest corner of the Beaumont property (parcel D04=051), approximately 700 feet.
    - A 12” wastewater force- main from the Northwest corner of the Beaumont property (parcel D04=051) to the City’s wastewater treatment

plant at 1290 Industrial Drive. The contemplated route is north and west on CR 462 to US Highway 301; continuing westerly to CR 209; south on CR 209; then east on Industrial Drive to the wastewater treatment plant, total approximate distance of 31,800 feet. The construction will also include one (1) re-pump station.

- iii. The City and the developer have agreed that the developer is entitled to receive a credit to be applied against the City TIE fees for water and wastewater equal to the \$1,800,000.00 advanced to the City for construction of water and wastewater lines and that \$100,000.00 of the \$1,800,000.00 shall be assigned as a credit for water TIE fees and \$1,700,000.00 shall be assigned as a credit for wastewater TIE fees.
- iv. The City will issue water TIE fee credits to the Developer based on the following schedule:
  - a) The current water TIE fee rate for ~~one~~ (1) Equivalent Residential Connection (ERC) is \$601.52. The rate for estimated cost of the extension of water lines listed in paragraph ii., a) and b) above is \$100,000, providing for 166.25 Water ERCs ( $\$100,000 \div \$601.25$ ).
  - b) The Developer's consultant has estimated a need of 720,000 gallons per day of water capacity will be required which equates to 2,400 ERCs. Any additional ERCs above the 166.25 will require payment of the Water TIE fee in effect at the time of acquisition.
- v. The City will issue wastewater TIE fee credits to the developer on the following schedule:
  - a) The current wastewater TIE fee rate for one (1) ERC is \$659.20. The estimated cost of the extension of waste water lines as identified in paragraph ii., c) above is \$1,700,000, providing for 2,579 ERCs.
  - b) The Developer's consultant has estimated 600,000 gallons per day of wastewater capacity will be required which equates to 2,400 ERCs.
  - c) The Developer needs only an estimated 2,400 ERCs, the additional 179 ERCs will be known as Pioneer Credits. The City agrees to reimburse the Developer for Pioneer Credits from TIE fees of utility customers located along the route of the wastewater force-main who connect to and are directly benefitted by the force-main construction. The City's obligation to reimburse the Pioneer Credits shall terminate ten (10) years from the date of substantial completion of the Improvements~~this First Amendment~~.
  - d) Any additional ERCs above the 2579 will require payment of the wastewater TIE fees in effect at the time of acquisition.

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vi. Connection fees for water and wastewater capacity as defined by City ordinance shall be paid in accordance with the City Code of Ordinances and shall not be impacted by this agreement. Reservation of capacity is based on connection fee payment.

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vii. The Advanced Funds shall be deposited with the City in accordance with the milestone schedule prepared by Kimley-Horn and Associates, Inc., dated June 4, 2013, a copy of which is attached hereto and incorporated herein by reference (the "Milestone Schedule").

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viii. In the event the City fails to fund any additional funds needed to complete the construction of the Improvements as required under Section 6.1 of the Developer's Agreement or fail to satisfy the percentage of completion at each stage of the Milestone Schedule, then, the Developer shall have the right to take over the completion of the Improvements and use the unfunded balance of the Advanced Funds to complete the Improvements, if the City fails to cure said default within thirty (30) days of written notice from the Developer of said default. In the event the balance of the Advanced Funds are insufficient to complete the Improvements, then, the City shall be obligated to fund the shortfall within thirty (30) days written notice from the Developer of the estimated shortfall. If the City fails to fund the shortfall within said time period, the Developer shall have the right, but not the obligation to fund the shortfall and said amount shall bear interest at the rate of ten (10%) percent per annum until paid by the City. The Developer shall have the right in its sole and absolute discretion to require equivalent Pioneer Credits if the City fails to reimburse the Developer the shortfall advanced by the Developer together with accrued interest thereon.

## **1. General Provisions.**

**1.1. Notices.** With respect to any Notices required to be given under the terms of this Agreement, such Notices shall be deemed given and effective:

**1.1.1.** Three (3) calendar days after the date they are deposited in the United States Mail, postage prepaid, return receipt requested, addressed to the Parties at the following respective addresses or such other address as provided by a Party pursuant to this Section; or

**1.1.2.** The date of actual delivery by hand or by a recognized national overnight delivery service such as Federal Express, UPS, or Express Mail, addressed to the parties at the following respective addresses or such other address as provided by a party pursuant to this Section:

**AS TO THE CITY:** City of Wildwood  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With Copy To: City of Wildwood  
Attn: Bruce Phillips, P.E., Utilities Director  
100 N. Main Street  
Wildwood, FL 34785

With Additional  
Copy to: Jerri A. Blair, Esquire  
Wildwood City Attorney  
131 W. Main Street  
P.O. Box 130  
Tavares, FL 32778-0130

**AS TO DEVELOPER:** Word Property, LLC  
Attn: Mr. Tom Word  
3324 W. University Avenue, #317  
Gainesville, FL 32607

With Copy To: Steven H. Gray, Esq.  
Gray, Ackerman & Haines, P.A.  
125 NE 1<sup>st</sup> Avenue, Suite 1  
Ocala, FL 34470  
(352) 732-8121

Any party may modify the address for notices set forth above by providing notice of the change of address to all parties to this Agreement, which notice is to be provided in accordance with the requirements of this Section.

- 1.2. Negation of Partnership.** None of the terms or provisions of this Agreement shall be deemed to create a partnership by or among Developer or City in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprises. Each Party shall be considered a separate Party, no Party shall have the right to act as an agent for another Party and no Party shall the right to act as an agent for another Party unless expressly authorized to do so in this Agreement.

**1.3. Not a Public Dedication.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Property to the general public, or for any public use or purpose whatsoever. Any portion of the Property which may under the terms of this Agreement later may be designated for public use or purposes shall be conveyed by Developer to City, as applicable. Except as herein specifically provided no right, privileges of immunities of any Party hereto shall inure to the benefit of any third party, nor shall any third party be deemed to be a beneficiary of any of the provisions contained in this Agreement.

**1.4. Default Provisions.**

**1.4.1.** The terms of this Agreement shall not entitle any Party to cancel, rescind, or otherwise terminate this Agreement. However, such limitations shall not affect in any manner any other rights or remedies which a Party may have hereunder or under applicable law by reason of any such breach.

**1.4.2.** All easements, rights and covenants contained herein shall be enforceable by suit for specific performance and mandatory injunctive relief, in addition to any other remedy provided by law or equity.

**1.4.3.** No Party shall be entitled to pursue any action for specific performance, injunctive relief, or any other available remedy arising out of a default under this Agreement until the non-defaulting Party has provided to the Party alleged to be in default a written Default Notice (with, if applicable, a copy to any other Party to this Agreement) specifying the specific nature of the default, and the alleged defaulting Party has failed to cure the default within thirty (30) days of the effective date of the Default Notice. In the event the cure of a default reasonably requires greater than the thirty (30) day time period specified, the grace period granted herein shall, if the defaulting Party has initiated cure of the default within the thirty (30) day time period and is continuing to pursue completion of the cure with due diligence, extend the reasonable time period required for the cure of the default.

**1.4.4.** In the event of a material default by Developer with respect to its obligations to City under this Agreement, and failure of Developer to cure the default within the grace period set forth above, in addition to any other remedies available to them under the terms of this Agreement City shall be entitled to withhold issuance of additional development permits or authorizations until the default has been cured. If Developer has, prior to the occurrence of the default, conveyed some or all of the Property to unrelated third parties (such parcel or

parcels then becoming a “Third Party Parcel”) and the default of Owner is not with respect to, or impact City obligations regarding, a Third Party Parcel, the right of City to withhold Permits upon a default by Owner shall not extend to City Permits pending or to be issued with respect to a successor owner of such Third Party Parcel.

**1.5. Estoppel Statements.**

**1.5.1.** Each Party agrees that upon written request from time to time of any other Party it will timely issue at no charge to a current or prospective lender to such Party, or to a current or prospective purchaser or successor party to such other Party, or to another governmental entity requesting or requiring the same, an Estoppel Statement stating:

**1.5.1.1.** Whether the Party to whom the request has been directed knows of any default by any Party under this Agreement, and if there are known defaults, specifying the nature thereof.

**1.5.1.2.** Whether this Agreement has been assigned, modified or amended in any way by such Party (and if it has, stating the nature thereof).

**1.5.1.3.** That to the best of the requested Party’s knowledge this Agreement, as of the Estoppel Statement date, is in full force and effect.

**1.5.1.4.** That (if known by the requested Party, if not known by the requested Party that Party shall reply only with respect to any monies owed to it) to the best of the requested Party’s knowledge there are not any monies currently owed by any Party to another Party under the terms of this Agreement, or if there are monies owed, the amount and details of all monies owed.

**1.5.1.5.** That, as to the Project or as to a specific parcel therein (as applicable, based upon the request) there are no moratoriums or suspensions of the right to procure Development Orders, Building Permits, or Certificate of Occupancy or other development approvals in effect as of the date of the Estoppel Statement.

Such written statement shall act as a waiver of any claim by the Party furnishing it to the extent such claim is based on facts contrary to those asserted against a bona fide mortgagee or purchaser for value without knowledge of facts to the

contrary of those contained in the Estoppel Certificate who has acted in reasonable reliance upon the statement; however, such statement shall in no event suggest the Party furnishing it to any liability whatsoever, notwithstanding the negligent or other inadvertent failure of such Party to disclose correct and/or relevant information.

- 1.6. **Litigation.** In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred with respect to such litigation, including reasonable attorneys' fees, and including reimbursement for such reasonable attorneys' fees and costs incurred with respect to any bankruptcy, appellate or post-judgment proceeding related thereto.
- 1.7. **Binding Effect.** The parties to this Agreement represent to each other that each party fully understands the facts surrounding this Agreement and each is signing this Agreement fully and voluntarily, intending to be bound by it. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective spouses, heirs, executors, administrators and assigns. There are no representations or warranties other than those set forth herein.
- 1.8. **Headings.** The headings contained within this Agreement are for identification purposes only, and shall not be construed to amend, modify, or alter the terms of the Agreement.
- 1.9. **Severability.** Except as otherwise set forth herein, in the event any provision or section of this Agreement is determined to be invalid or unenforceable, such determination shall not affect the enforceability or the validity of the remaining provisions of this Agreement.
- 1.10. **Survival of Representations and Warranties.** All representations and warranties contained herein are made in writing by the parties in connection herewith shall survive the execution and delivery of this Agreement.
- 1.11. **Successors and Assigns.**
  - 1.11.1. All covenants and agreements in this Agreement made by or on behalf of any Parties hereto shall bind and inure to the benefit of the respective successors and assigns of the Parties hereto, whether so expressed or not.

**1.11.2.** Upon a sale or other transfer of a Parcel or a portion thereof, the terms and provisions of this Agreement, as applicable, shall remain in full force and effect as to the Parcel or a portion of the Parcel.

**1.12. Applicable Law.** This Agreement is being delivered in the State of Florida, and shall be construed and enforced in accordance with the laws of the State of Florida. The venue for any legal proceeding arising out of this Agreement shall be Sumter County, Florida.

**1.13. Counterparts.** This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

**1.14. Amendment of Agreement.** This Agreement cannot be changed, modified or released orally, but only by an agreement in writing signed by the parties against whom enforcement of said change, modification or discharge is sought.

**1.15. Gender.** As used in this Agreement, the masculine shall include the feminine and neuter, the singular shall include the plural, and the plural shall include the singular as the context may require.

**1.16. Effective Date.** This Agreement shall become effective upon completion of its execution by all Parties, and the recordation of the Agreement in the Public Records of Sumter County, Florida.

**IN WITNESS WHEREOF** the Parties have executed this Developer's Agreement on the day and year set forth below their respective signatures.

**SEE ATTACHED SIGNATURE PAGES OF  
THE CITY OF WILDWOOD AND WORD FAMILY, LLC**

**SIGNATURE PAGE OF THE CITY OF WILDWOOD, FLORIDA  
TO  
PIONEER AGREEMENT  
FIRST ~~ADDENDUM~~ AMENDMENT TO DEVELOPER'S AGREEMENT  
[CITY OF WILDWOOD, FLORIDA – WORD FAMILY, LLC]**

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**CITY OF WILDWOOD, FLORIDA,  
A Florida Municipal Corporation**

By: \_\_\_\_\_

Ed Wolf, Mayor

Date: \_\_\_\_\_, 2013

*APPROVED AS TO FORM AND LEGALITY:*

\_\_\_\_\_  
Jerri A. Blair, City Attorney

ATTEST:

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

**APPROVED BY THE WILDWOOD CITY COMMISSION ON \_\_\_\_\_, 2013**

**SIGNATURE PAGE OF WORD FAMILY, LLC  
TO  
PIONEER AGREEMENT  
FIRST ~~ADDENDUM~~ AMENDMENT TO DEVELOPER'S AGREEMENT  
[CITY OF WILDWOOD, FLORIDA – WORD FAMILY, LLC]**

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**WORD FAMILY, LLC,  
A Florida Limited Liability Company**

By: \_\_\_\_\_

Manager

Date: \_\_\_\_\_, 2013

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing PIONEER AGREEMENT, FIRST AMENDMENT TO DEVELOPER'S AGREEMENT was acknowledged before me by \_\_\_\_\_ as Manager of WORD FAMILY, LLC, a Florida limited liability company, who is:

- Personally known by me, or
- Produced a driver's license as identification.

Dated: this \_\_\_\_ day of \_\_\_\_\_, 2013

Print Name: \_\_\_\_\_  
Notary Public, State of Florida  
Commission Number: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_



**Memorandum**

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

To: Mr. Bill Ed Cannon, City Manager  
City of Wildwood

From: Richard V. Busche, P.E., CFM

Date: June 4, 2013

**Re: CR 462 Wastewater Transmission System  
City of Wildwood, Florida  
KHA Project No. 142173000**

As a follow up to the meeting held earlier today with the development team for the Trailwinds Project you requested that Kimley-Horn provide a recommended schedule for funding of the needed offsite utility infrastructure by the developer. It is our understanding that the developer is obligated to pay the City \$1,800,000.00 for offsite utility improvements under the terms of their current Developer’s Agreement.

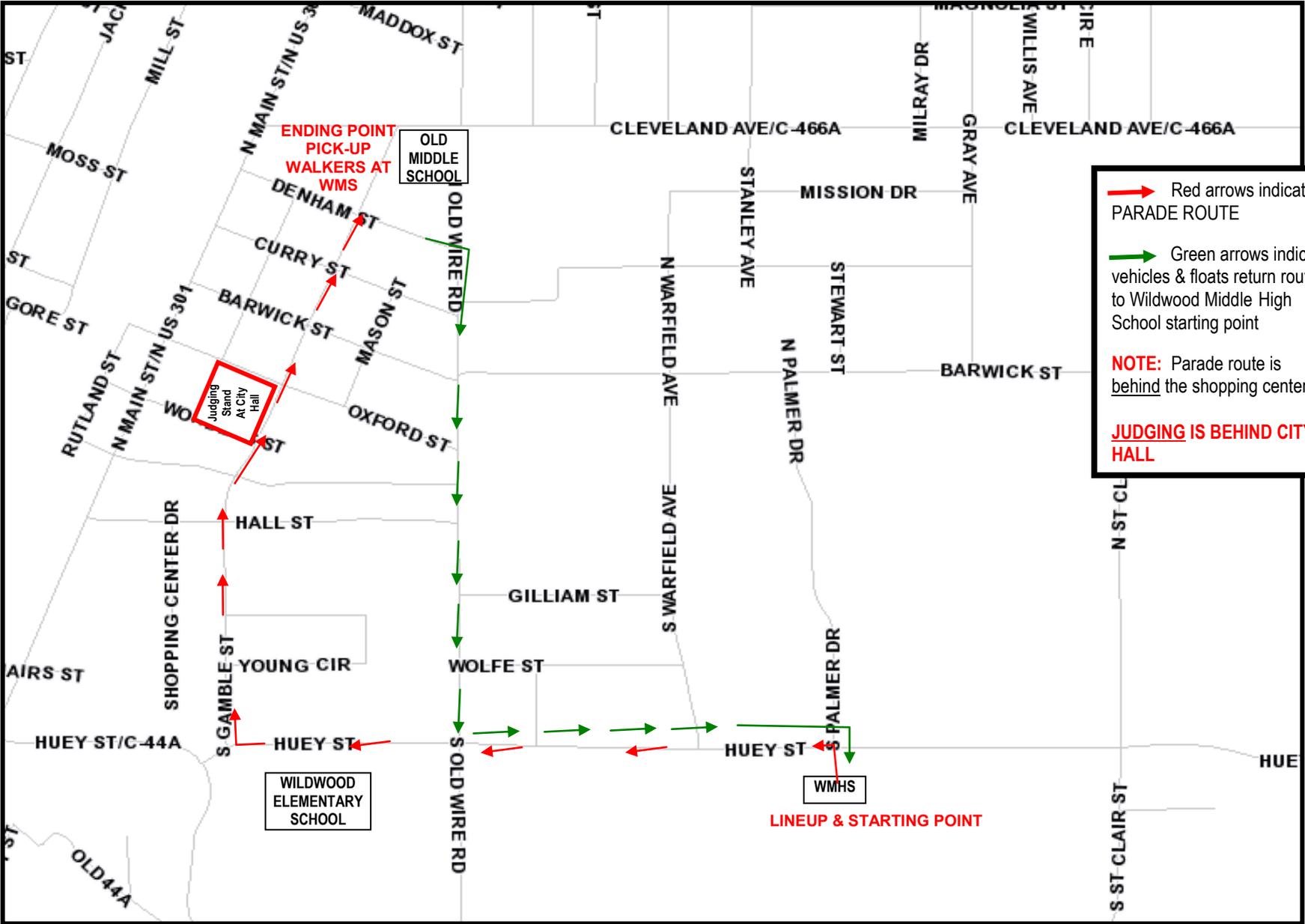
As discussed today, the project will require an approximate 12-month timeline for design, permitting and construction. It is our recommendation that you fund the project in the following manner:

Milestone	Amount	Calendar Days From Kickoff
At inception, to cover design and permitting costs – 14%	\$252,000	0
At award of contract to successful bidder – 30%	\$540,000	180
At midpoint of construction project – 40%	\$720,000	270
At substantial completion of construction project – 16%	\$288,000	360
Totals:	\$1,800,000	360 Calendar Days

As with any construction project, there may need to be adjustments to this timetable based on progress updates.

If you need any further information please contact me at your convenience.

# WILDWOOD CHRISTMAS PARADE ROUTE



Red arrows indicate PARADE ROUTE

Green arrows indicate vehicles & floats return route to Wildwood Middle High School starting point

**NOTE:** Parade route is behind the shopping center

**JUDGING IS BEHIND CITY HALL**

LINEUP & STARTING POINT

ENDING POINT  
PICK-UP  
WALKERS AT  
WMS

WILDWOOD  
ELEMENTARY  
SCHOOL

WMHS

OLD  
MIDDLE  
SCHOOL

# Sumter County Public Works Household Electronics & Hazardous Waste

## MOBILE COLLECTION



### Saturday, December 7, 2013

### 9 a.m. to 3 p.m.

At the

## The Villages Sumter County Service Center

(Front Parking Lot)

### 7375 Powell Road, Wildwood

#### What to bring



- Automotive fluids
- Automotive batteries
- Cleaners
- Fertilizers
- Fluorescent lamps and Mercury containing devices
- Fungicides
- Wood preservatives
- Herbicides
- Household batteries
- Household electronics (TVs, VCRs, computers, etc.)
- Latex & oil based paints
- Paint removers
- Paint thinners
- Pesticides
- Pool chemicals
- Solvents
- Propane tanks (25lbs)



#### What not to bring

- Biological/Infectious waste
- Explosives
- Radioactive waste
- Smoke detectors
- Empty paint cans

#### HOW TO PACKAGE AND TRANSPORT CHEMICALS

- (1) Do NOT mix chemicals together.
- (2) Keep products in original labeled containers if possible.
- (3) Place containers into cardboard boxes to prevent breakage.
- (4) Place leaky container in clear plastic bag and transport in box with newspaper.
- (5) Put boxes in trunk or in back of vehicle away from passengers.

Businesses may arrange for drop off and payment by calling Perma-Fix for hazardous waste at 800-365-6066 and Recycle All Electronics at 352-502-4202 for electronic waste.



For more information on this and other mobile collections, contact Sumter County Public Works at 352-569-6700.

*10/21/13  
Jud to  
Marina for  
10/28/13  
aud*