



CITY COMMISSIONERS OF THE CITY OF WILDWOOD

Mayor/Commissioner – Ed Wolf – Seat 1

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

Robby Strickland – Seat 3

Don C. Clark – Seat 4

Julian Green – Seat 5

Bill Ed Cannon – City Manager

Monday, March 11, 2013

7:00 PM

City Hall Commission Chamber

PLEASE TURN OFF ALL CELL PHONES AND PAGERS

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

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

The City of Wildwood DOES NOT provide this verbatim record.

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

AGENDA

- THE MEETING IS CALLED TO ORDER BY THE MAYOR
- INVOCATION
- FLAG SALUTE

1. TIMED ITEMS AND PUBLIC HEARINGS

- a. **7:00 PM – PUBLIC HEARING – 2nd FINAL READING** on the **adoption of Ordinance O2013-01**; an ordinance adopting the 10-Year Water Supply Facilities Work Plan and the recommended text amendments to the Public Facilities, Conservation, Intergovernmental Coordination, and Capital Improvement Elements of the Comprehensive Plan. (Attachments – Staff Recommends Approval)

- b. **7:00 PM – PUBLIC HEARING – 2nd FINAL READING** on the adoption of **Ordinance O2013-02**, a Text Amendment to Policy 1.7.3 of the Future Land Use Element of the adopted Comprehensive Plan which is specific to The Villages of Wildwood Development of Regional Impact (DRI). (Attachments – Staff Recommends Approval)

- c. **PUBLIC HEARING – 2ND FINAL READING of Ordinance O2013-06**; An ordinance voluntarily annexing 2.67± acres of property owned by Hughes Brothers, LLC located just north of the intersection of CR 213/Walker Road and SR 44. The property to be annexed is a portion of Parcel G07=133 and is intended to be utilized as an office for a construction company (Attachments – Staff Recommends Approval)

- d. **PUBLIC HEARING – 2ND FINAL READING of Ordinance No. O2013-07** – An Ordinance voluntarily annexing an approximate 1-acre piece of property located along CR 466 east of CR 209 owned by Gary Williams. The property to be annexed is a portion of Parcel D18=038 and is intended to be utilized for service and sales of lawn mowers (Attachments – Staff Recommends Approval)

- e. **PUBLIC HEARING – 2ND FINAL READING of Ordinance No. O2013-08** – An Ordinance voluntarily annexing the north 100' of Parcel D30=003, Villages of Legacy Park Subdivision, located along CR 222 west of US 301, omitted from the original annexation because it would have created an enclave (Attachments – Staff Recommends Approval)

* Quasi Judicial Hearing

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

a. Special Presentations

1. None

b. City Manager

1. Request to reschedule the Special Called Workshop Meeting to discuss the Champagne Farms Water Treatment Plant originally scheduled for March 4th. (Calendars attached)

c. City Attorney

- 1.

d. City Clerk

1. Discussion and/or Action on The Communications Services Tax Agreement for Access to Confidential State Tax Information between the City of Wildwood and the Florida Department of Revenue (only an update for names of authorized personnel; the only change is updating the City Manager's Name) (Attachments - Staff recommends Approval)

e. Commission Members

- 1.

f. Public Forum (10 minute time limit)

- 1.

g. Notes and Reports

1. FYI – Letter of Appreciation from Robert Hannah, President of Wildwood Community Development Center, Inc.

3. **NEW BUSINESS – ACTION REQUIRED**

a. MINUTES

1. Minutes of Regular Meeting held on February 25, 2013 (Attachments – Staff Recommends Approval)

b. ORDINANCES FIRST READING ONLY (READ ONLY – NO VOTE)

1. None

c. RESOLUTIONS FOR APPROVAL

1. None

d. APPOINTMENTS

1. None

e. CONTRACTS AND AGREEMENTS

1. Discussion/Request for Approval of the First Addendum “Pioneer Agreement” to the Developer’s Agreement Between the City of Wildwood and the Word Family, LLC (Attachments – Staff Recommends Approval)

f. FINANCIAL

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

g. GENERAL ITEMS FOR CONSIDERATION

1. Discussion/Board Option – Request from multiple buyers for the City to sell a certain portion of Millennium Park to facilitate the development of adjacent properties (stormwater retention); requesting board direction to set price and authorize sale of the property, decline the sale, or obtain a professional appraisal that accurately reflects current market conditions prior to sale; directing the

proceeds from any sale be deposited back into the Parks and Recreation Dept. as required under the conditions of the Millennium Park FRDAP Grant (Melanie Peavy) (Attachments – Board Option)

2. **Request for Approval of SP 1301-02** – An Improvement Plan for the Windward at Lakeside Landings Plat to subdivide a portion of parcel D21=003 into twenty-five lots with shared infrastructure. This subdivision is a continuation of the Lakeside Landings Planned Development (PD) and reduces the number of living units from the conceptual plan from 32 duplexes to 25 single family homes. The Special Magistrate recommends approval and favorable recommendation of the Improvement Plan to the City Commission subject to approval, exemption, or permitting by all agencies of competent jurisdiction. (Attachments – Staff Recommends Approval)
 3. **Request for Approval of SP 1301-03** – Site Plan approval sought by Harry Harmer to construct a 4,200 sq. ft. warehouse building on Lot 4 Block A in the South Wildwood Industrial Park with paved parking and driveway. The building will be used for commercial / industrial warehouse space. The Planning & Zoning Board/Special Magistrate gave a favorable recommendation to the City Commission subject to approval, exemption, or permitting by all agencies of competent jurisdiction. (Attachments – Staff Recommends Approval)
 4. **SP 1302-03 – Villages of Legacy Park – Preliminary Plan** - Preliminary Plan approval for the Villages of Legacy Park Plat to subdivide parcels D30=003, D30=004, and D30=006 into 112 lots with shared infrastructure for single-family detached residences. The Planning & Zoning Board/Special Magistrate gave a favorable recommendation to the City Commission subject to approval, exemption, or permitting by all agencies of competent jurisdiction. (Attachments – Staff Recommends Approval)
- **CLOSE PUBLIC MEETING FOR AN EXECUTIVE SESSION:**
- City Attorney, Jerri Blair – To discuss pending litigation (NO Attachments)
 - **REOPEN PUBLIC MEETING**
4. **ADJOURN**

IMPORTANT DATES (No Attachments)

- a. **March 16, 2013 – (Saturday)** – Wildwood Rotary’s Ides of March...Madness 5k run/walk – 8:00 AM – Starts & ends at City Hall
- b. **March 23, 2013 – (Saturday)** – Opening Ceremonies for Wildwood Dixie Youth – 10:00 AM – Millennium Park Ball Fields
- c. **March 25, 2013 – (Monday)** – City Commission Meeting – 7:00 PM – City Hall Commission Chamber
- d. **March 30, 2013 – (Saturday)** – 4th Annual Easter Eggstravaganza – 9:00 AM – Millennium Park Baseball Fields
- e. **April 5 & 6, 2013 – (Friday & Saturday)** – Relay for Life – Starts at 6:00 PM April 5th – Ends at 12:00 Noon on April 6th – Wildwood Community Center
- f. **April 26, 2013 – (Friday)** – Tree City USA Commemoration Ceremony – 23 years/Arbor Day – 9:00 AM – City Hall Front Steps

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY
PUBLIC HEARING - 2ND FINAL READING

SUBJECT: Ordinance O2013-01: 10-Year Water Supply Facilities Work Plan

Adoption of Ordinance O2013-01

REQUESTED ACTION:

- Work Session (Report Only)
- Regular Meeting

DATE OF MEETING: March 11, 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: _____

HISTORY/FACTS/ISSUES:

On January 14, 2013 the City Commission moved to transmit to the state reviewing agencies Ordinance O2013-02 which adopts the 10-Year Water Supply Facilities Work Plan and text amendments to the Public Facilities, Conservation, Intergovernmental Coordination, and Capital Improvements Elements of the Comprehensive Plan.

The City received two minor comments from the Southwest Florida Water Management District. The comments have been addressed in the amendment. Policy 1.3.13 of the Public Facilities Element has been tweaked to recognize the City's requirement to update the Water Supply Plan within 18 months of the water management district's regional water supply plan update. The Work Plan was also modified to include a discussion of how water conservation helps in managing the City's water supply demand.

In summary the amendments are as follows:

- Adopt the Work Plan into the Comprehensive Plan by reference;
- Coordinate the Work Plan with the Southwest Florida Water Management District;
- Encourage the use of reuse water to offset potable water demands;
- Investigate strategies to further water conservation practices; and
- Update the 5-Year Schedule of Capital Improvements to include the capital facilities needed for the Champagne Farms Water Treatment Plant and transmission system.

Staff recommends adoption Ordinance O2013-01.



Jason McHugh
Development Services Coordinator

ORDINANCE NO. O2013-01

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA; ADOPTING THE 10-YEAR WATER SUPPLY FACILITIES WORK PLAN; PROVIDING FOR TEXT AMENDMENTS TO THE PUBLIC FACILITIES ELEMENT, CONSERVATION ELEMENT, INTERGOVERNMENTAL COORDINATION ELEMENT, AND CAPITAL IMPROVEMENTS ELEMENT OF THE ADOPTED LOCAL COMPREHENSIVE PLAN; IN ACCORDANCE WITH SECTION 163.3177(6)(c), FLORIDA STATUTES AND THE COMMUNITY PLANNING ACT OF 2011; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City is required to prepared and adopt a 10-Year Water Supply Facilities Work Plan into the local comprehensive plan pursuant to Section 163.3177(6)(c), Florida Statutes; and

WHEREAS, the City wishes to adopt the 10-Year Water Supply Facilities Work Plan and recommended text amendments to the City of Wildwood Comprehensive Plan;

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

SECTION 1. The City hereby adopts the 10-Year Water Supply Facilities Work Plan contained in “Exhibit A” and incorporated herein.

SECTION 2. The text amendments to the Public Facilities, Conservation, Intergovernmental Coordination, and Capital Improvements Elements of the City of Wildwood Comprehensive Plan are shown in attached “Exhibit B.” The amendments are attached hereto and are shown with ~~strike through~~ for deletions and underline for additions.

SECTION 3. With the recommendations of the City Commission, the proposed amendments are hereby transmitted by the City Commission to the state land planning agency.

SECTION 4. All ordinances or parts of ordinances in conflict herewith, be, and the same are hereby repealed.

SECTION 5. 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 6. This Ordinance, if the amendment is not timely challenged, shall be effective 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, this Ordinance shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this Ordinance to be in compliance. No development orders, development permits, or land uses dependent upon this Ordinance may be issued or commenced before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this Ordinance may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

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

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

S E A L

Ed Wolf, Mayor

ATTEST: _____
Joseph Jacobs, City Clerk

First Reading: _____

Second Reading: _____

Approved as to form:

Jerri A. Blair, City Attorney

Ordinance O2013-01

“Exhibit A”

**City of Wildwood 10-Year Water Supply
Facilities Work Plan**

10-Year Water Supply Facilities Work Plan



Prepared by:

City of Wildwood

Development Services Department

Utilities Department

Kimley-Horn and Associates, Inc.

Adopted on:

March 11, 2013

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Abbreviations

ADF:	Average Daily Flow
AWS:	Alternative Water Supply
CIP:	Capital Improvements Plan
CRSA:	Central Regional Service Area
FDEP:	Florida Department of Environmental Protection
F.S.:	Florida Statutes
GPD:	Gallons per Day
GPM:	Gallons per Minute
ID:	Identification
KHA:	Kimley-Horn and Associates, Inc.
MCL:	Maximum Contaminant Levels
MDF:	Maximum Daily Flow
MGD:	Million gallons per day
NERSA:	Northeast Region Service Area
NWRSA:	Northwest Region Service Area
PWS:	Public water system
RWSP:	Regional Water Supply Plan
SCADA:	Supervisory Control and Data Acquisition
SERSA:	Southeast Region Service Area
SWFWMD:	Southwest Florida Water Management District
WTP:	Water Treatment Plant
WUP:	Water Use Permit

I. Introduction

Local governments are required to prepare and adopt a water supply facilities work plan into their local comprehensive plans within 18 months after their respective water management district approves a Regional Water Supply Plan (RWSP) pursuant to F.S. § 163.3177(6)(c). In July of 2012, the Southwest Florida Water Management District (SWFWMD) included the northern planning region, which includes Sumter County, within the District's RWSP. As such, the City of Wildwood 10-Year Water Supply Facilities Work Plan (Work Plan) has been developed. This Work Plan has been created in accordance with the requirements and guidelines contained in Florida Statutes and the SWFWMD's RWSP.

Purpose

The purpose of the City of Wildwood's Work Plan is to plan for water sources and facilities that will be needed to serve existing and future development within the City of Wildwood's potable water service area. The Work Plan covers a ten-year timeframe beginning in 2013 and ending in 2023. However, the Work Plan is not intended to be a static document. Rather, the Work Plan should be updated every few years as appropriate to ensure adequate water supply is available to the customers within the service area and that all statutory requirements are being met.

The Work Plan has been prepared by the City of Wildwood's Development Services and Utility Department with the advice of the City's civil engineering consultant, Kimley-Horn and Associates, Inc. (KHA). The Work Plan provides text, maps, and tables to describe existing and future water facilities. The Work Plan forecasts potable water usage within the City's service area. Existing water conservation practices within the City are also examined.

A subsequent purpose of the Work Plan is to analyze the City's comprehensive plan in relation to the findings of the report. The Work Plan includes an analysis of the goals, objectives, and policies of the City's Comprehensive Plan and identifies where amendments are needed to implement the recommendations and findings of the Work Plan.

Statutory Requirements

The Work Plan has been developed to meet the following statutory requirements (2012) for water supply and facility planning:

- | | |
|----------------------|--|
| F.S. 163.3.77(4)(a): | Coordinate appropriate aspects of the comprehensive plan with the SWFWMD's RWSP |
| F.S. 163.3177(6)(c): | Revise the Public Facilities Element of the comprehensive plan to adopt the Work Plan to meet projected demands; include |

facilities needed to develop alternative water supply; identify conservation and reuse measures to meet future needs

F.S. 163.3177(6)(d)(3): Revise the Conservation Element of the comprehensive plan to assess current and projected water needs and sources, existing levels of conservation, and water source protection

F.S. 163.3177(3)(a)4: Revise the Capital Improvements Element of the comprehensive plan to identify capital improvement projects to be implemented in the first 5 years of the Work Plan

F.S. 163.3177(6)(h)1: Revise the Intergovernmental Coordination Element of the comprehensive plan to adopt principles and guidelines for coordinating the comprehensive plan with Withlacoochee Water Supply Authority and the SWFWMD's RWSP

II. Potable Water Data, Inventory and Analysis

Potable Water Service Area

The City of Wildwood’s potable water service area is shown on **Map 1**. As shown on **Table 1**, the City serves approximately 4,162 connections with the predominate users being single family residences.

Table1: Existing City Potable Water Customers

Type of User	Number of Meters
Residential Single Family	3,240
Commercial/Industrial/Professional/Irrigation	922
Total	4,162

Water Supply and Treatment Facilities

The City of Wildwood owns and operates five (5) potable water treatment facilities which connect to a common distribution system under the Florida Department of Environmental Protection (FDEP) Public Water System (PWS) ID#6600331. The City is in the design stages of a sixth potable treatment plant with two (2) wells extending into the Lower Floridan Aquifer. The City’s potable water plants are identified in **Table 2** and on **Map 2**.

Table 2: Potable Water Plants

Plant Number	Service Region	Location
1	Central	801 Huey Street
2	Southeast	405 CR 501 (Near Coleman Federal Correctional Facility)
3	Southeast	Okahumpka Service Plaza
4	Northwest	SR 44 and CR 231 Intersection
5	Northeast	Fairways Subdivision (CR 127A)
6	Southeast	Wildwood Estates (SR 44 East)
7	Northwest	Champagne Farms (CR 231 and I-75)

Notes: Plant #6 has been taken offline and is no longer in use
Plant #7 is a future water plant in early design stages

In 2011 the City pumped, treated and distributed approximately 782,652,000 gallons of water, averaging approximately 2,144,252 gallons per day (GPD). The system’s Annual Average Daily (AAD) permitted withdrawal capacity is 4,980,000 GPD and the Peak Monthly daily average is 7,657,000 GPD.

Distribution System

The interconnected distribution system consists of approximately 85.4 miles of City maintained water mains ranging in size from 2” to 16” in diameter. The City’s operation of the water treatment facilities that serve the City are permitted through the FDEP.

Wells and Water Treatment Plants

The City’s potable water distribution facilities are connected to five (5) water supply and treatment facilities consisting of seven (7) active wells, five (5) inactive wells (two of which are under design), one (1) 500,000 gallon elevated storage tank, one (1) 1,000,000 ground storage tank, one (1) 500,000 ground storage tank, one (1) 25,000 gallon ground storage tank, five (5) high service pumps, three (3) hydro-pneumatic tanks and a re-pump station consisting of high service pumps and a 500,000 gallon ground storage tank. **Table 3** and **Map 2** identify the City’s potable water wells and treatment plants.

Table 2: Wells and Water Treatment Plants

Facility		Peak Month ADF (MGD)	ADF (MGD)
Plant #1	Well Pump	0.92275	0.600
Plant #2	Well Pumps (2)	3.075	2.000
	High Service Pumps (4)	5.04	3.276
Plant #3	Well Pumps (2)	0.563186	0.366
	High Service Pumps (1)	0.7344	0.477
Plant #4	Well Pump	0.379609	0.246
Plant #5	Well Pump	0.14022	.0912

Notes: The well pump values are SWFWMD permitted withdrawal capacities. The High Service Pump values are rated pump capacity.

Plant #7 (Champagne Farms) is in the early design stages. There are presently two (2) wells constructed on-site (permitted by the SWFWMD). These wells were completed in September 2010 after being drilled into the Lower Floridan Aquifer. In order for the wells to meet the statutory definition of an AWS source, they must meet two (2) conditions.

- Condition 1: There must not be a connection between the Upper Floridan Aquifer and the Lower Floridan Aquifer.
 - Tests indicate the wells meet the criteria.
- Condition 2: The water quality is required to be “brackish.”
 - Tests indicate the water quality does not meet the criteria.

The City is a member of the Withlacoochee Regional Water Supply Authority and staff is working with the Director in an effort to have SWFWMD accept the wells as meeting the requirements of the WUP’s conditional requirement of an AWS source.

It was noted in the previous update that Plants #4 and #6 would be off-line by September 2012. However, only Plant #6 has been taken off-line while Plant #4 remains operational. The City and the Florida Turnpike Enterprise are presently in negotiations to take Plant #3 off-line within the next 24 – 30 months. Plant #3 is located at the Okahumpka Service Plaza of the Florida Turnpike.

Upon completion of the design, permitting and construction of Plant #7, both Plant #4 and #5 will be taken off-line. The construction of Plant #7 is anticipated to be completed in approximately 36 months. Upon completion of construction and the abandonment of Plants #3, #4, and #5, Plant #7 will supply a significant portion of the City's demand (1.6408 MGD).

Potable Water Storage Facilities

The City has three (3) ground storage tanks, two (2) 500,000 gallons and one (1) 1,000,000 gallons and one (1) 500,000 gallon elevated storage tank for a total storage capacity of 2,500,000 gallons.

High Service Pumping Facilities

The City has a total of eight (8) high service pumps, four (4) at Plant #2, rated at a total of 3,500 GPM; one (1) at Plant #3 rated at 510 GPM and three (3) at the CR 214 Re-Pump station rated at a total of 2,950 GPM. The City is working on connecting the treatment plants to a central Supervisory Control and Data Acquisition (SCADA) system with emergency notification to the operator on call.

Water Use Permit (WUP)

The construction, operation and maintenance of the City's water treatment plants and distribution facilities are permitted through the FDEP, but the withdrawal of ground water as a source of raw water supply for treatment is governed and permitted by the SWFWMD. The City's Water Use Permit (WUP) number 20008135.009 was issued by SWFWMD. The WUP authorizes the withdrawal of groundwater for public supply in the following quantities:

- Annual Average Daily Flow (ADF) – 4,980,000 GPD
- Peak Month Average Daily Flow – 7,657,000 GPD

A modification to the City's WUP was issued on January 25, 2012 and expires on July 29, 2013. This modification made no changes to the ADF withdrawal or the Peak Month withdrawal. The groundwater supply facilities governed by the WUP are outlined in **Table 4**.

Table 4: Water Use Permit Groundwater Supply Facilities

Water Plant Common Name	Water Plant Number	Well I.D. Number		WUP ADF	WUP Peak Month ADF
		SWFWMD	City		
Huey Street*	1	6	11	600,000	922,750
Turnpike*	3	12	SP-2	169,100	259,991
Turnpike*	3	13	SP-1	197,200	303,195
Prison*	2	14	SE-1	1,000,000	1,537,500
Prison*	2	15	SE-2	1,000,000	1,537,500
Police Department*, ^		18	18	2,000	3,075
West Well1,4	4	19	WW-44	246,900	379,609
WW Country Resort – Wildwood Estates*, ^	6	20	WE-1	16,100	24,754
WW Country Resort – Wildwood Estates*, ^	6	21	WE_2	16,700	25,676
Fairways*, ^^	5	22	FW-1	91,200	140,220
Champagne Farm**	7	29	CF-1	820,400	1,261,365
Champagne Farm**	7	30	CF-2	820,400	1,261,365
Total Quantity				4,980,000	7,657,000

Notes:

*: Wells produce from the Upper Floridan Aquifer

** : Wells produce from the Lower Floridan Aquifer and are not in service at this time

^: Wells produce from the Upper Floridan Aquifer and are no longer in use.

^^: Wells produce from the Upper Floridan Aquifer and are scheduled to be taken out of service upon the Champagne Farm wells being placed in production.

The City’s consultant, KHA has developed a preliminary design report for the design, permitting and construction of the Champagne Farm Water Treatment Plant. The Champagne Farm wells were constructed into the Lower Floridan Aquifer and tests indicate there is no connection between the Upper and Lower Floridan aquifers.

Water Quality

Maintaining high water quality is a priority for the City of Wildwood. Currently, all major components of the water treatment facilities are in good operating condition. The City’s raw water supply is below the Maximum Contaminate Levels (MCL) for all currently regulated organic and inorganic contaminants with the exception of sulfides at plant numbers 2 & 3. As a result Plant Nos. 2 & 3 have aeration treatment facilities for the sulfides. Finished water quality produced by all five (5) water treatment plants meets all state and federal regulations for the production of safe drinking water.

III: Potable Water Projections and Capital Improvements

Water Demand Projections 2013-2023

The City's 10-Year Water Demand Projections (ADF) are shown in **Table 5** on the following page. The projections were developed by first identifying the existing served population including the Coleman Federal Correctional Facility, the City's largest utility customer. Next, the City accounted for the amount of committed capacity that has been reserved but not utilized as a result of executed Developer's Agreements. Known projects that the City believes are on the horizon were also accounted for. However, the amount of buildout assigned to these projects is minimal. Lastly, estimates were forecasted to account for smaller, infill projects within each service region.

Buildout scenarios have been calculated at 5 and 10 year increments (shown as "% Built" in the Table). As shown in **Table 5**, the City's total projected water demand in 2023 is 3.62 MGD which represents a 58% increase in current demand.

The estimates shown in **Table 5** may be conservative and are based on current economic trends the City has been experiencing over the last few years. However, the City continues to believe substantial and fast-paced growth is imminent due to the proximity to The Villages, available infrastructure that can accommodate growth, and political and community will to grow.

Champagne Farm

Over the last few years, the City of Wildwood has been planning and preparing for a new WTP and transmission system for the wells at Champagne Farm. In November of 2012, Kimley Horn and Associates completed the Champagne Farm Preliminary Design Report for the new WTP and transmission system.

The report indicates the ultimate design capacity will be 6.0 MGD which is sufficient to meet the projected 20-year demands. However, the WTP will be designed and constructed in phases. The first phase would include the construction of the necessary components to provide 4.5 MGD which should be able to accommodate the anticipated growth over the span of the Work Plan. The second phase will commence when warranted.

Table 5: Water Demand Projections for 2013-2023

	AREA	Current (2013)			2018				2023			
		Population	ERUs	GPD	% Built	Population	ERUs	GPD	% Built	Population	ERUs	GPD
EXISTING SERVICE AREA	Existing Served Area	8,324	4,162	1,061,310	81	8,754	4,377	1,116,120	86	9,352	4,676	1,192,362
	Coleman Prison	7,500	3,488	1,046,512	100	7,500	3,488	1,046,512	100	7,500	3,488	1,046,512
	Infill 1 (City, North)	0	0	0	68	2,224	967	290,087	79	2,571	1,118	335,374
	Infill 2 (City, West)	0	0	0	24	261	113	33,991	42	462	201	60,235
	Infill 3 (City, East)	0	0	0	55	1,524	663	198,809	67	1,832	796	238,930
	Infill 4 (West SR 44)	0	0	0	15	20	9	2,635	44	59	26	7,748
	Infill 5 (East SR 44)	0	0	0	10	147	64	19,148	31	475	207	62,009
	Infill 6 (US 301, South of Turnpike)	0	0	0	23	132	57	17,243	41	239	104	31,200
	Infill 7 (CR 501)	0	0	0	52	72	31	9,443	64	89	39	11,583
DEVELOPMENTS WITH RESERVED CAPACITY	301 S. Office Complex	0	0	0	25	8	3	998	50	15	7	1,995
	Amprop Corners, Inc.	0	0	0	25	67	29	8,775	50	135	59	17,550
	CFUS (IMRT Center)	0	0	0	25	12	5	1,575	50	24	11	3,150
	Harry Harmer Industrial Park	0	0	0	25	3	2	450	50	7	3	900
	Hi-End Development	0	0	0	25	230	100	30,000	50	460	200	60,000
	Homes in Partnership	0	0	0	25	10	4	1,275	50	20	9	2,550
	Lake Andrew Preserve	0	0	0	25	109	48	14,250	50	219	95	28,500
	Lakeside Landings	0	0	0	25	59	26	7,725	50	118	52	15,450
	Maricamp, LLC	0	0	0	25	93	41	12,150	50	186	81	24,300
	Mercantile Bank	0	0	0	25	1	0	105	50	2	1	210
	Oxford Crossings Partnership	0	0	0	25	278	121	36,225	50	555	242	72,450
	Parkwood Sumter Properties	0	0	0	100	99	43	12,900	50	49	22	6,450
	Triumph South	0	0	0	25	20	9	2,550	50	39	17	5,100
	Turkey Run	0	0	0	25	37	16	4,875	50	75	33	9,750
FUTURE DEVELOPMENTS	Turkey Run (Future)	0	0	0	0	0	0	0	50	472	205	61,500
	Landstone DRI	0	0	0	0	0	0	0	5	958	417	124,995
	Wildwood Springs DRI	0	0	0	0	0	0	0	5	339	147	44,160
	Southern Oaks DRI	0	0	0	0	0	0	0	5	537	233	69,990
	Tradewinds Village PD	0	0	0	0	0	0	0	5	95	41	12,375
	Wildwood Crossings	0	0	0	0	0	0	0	5	25	11	3,270
	Quadventure	0	0	0	0	0	0	0	5	39	17	5,145
	O'Dell PD	0	0	0	0	0	0	0	5	83	36	10,770
	Monarch Ranch	0	0	0	0	0	0	0	5	259	112	33,735
	Sumter LLC	0	0	0	0	0	0	0	5	61	26	7,920
	Lee Capital	0	0	0	0	0	0	0	5	99	43	12,975
Total		15,824	7,650	2,107,822		21,660	10,216	2,867,841		27,449	12,772	3,621,142

Capital Improvements 2012/2013 – 2017/2018

In order to address future potable water needs within the service area, there are capital improvement projects that are necessary. The three projects are associated with the Champagne Farm WTP and transmission system and are included in **Table 6**. The projects listed represent the potable water component of the City’s overall Capital Improvements Plan.

Table 6: Potable Water Capital Improvements Projects

Description	Timeframe	Cost
Champagne Farm WTP (Phase 1)	FY 2015/2016	\$8,238,000
Champagne Farm Transmission System: 24” Main extension to SR 44	FY 2015/2016	\$4,206,000
Champagne Farm Transmission System: 24” Main extension to CR 214/CR 209 intersection	FY 2015/2016	\$5,814,000

The preliminary design report included an extensive analysis of the existing distribution system. An analysis was performed to identify the location and magnitude of the necessary additional infrastructure. In addition to the costs of constructing the WTP, there are two 24” water main extensions needed to connect the new WTP to the existing system. The total estimated cost of the three improvements listed in **Table 6** is at estimated \$18,258,000. The costs represent the Engineer’s Opinion of Cost contained with the preliminary design report.

These projects are currently unfunded. However, the City is exploring potential funding sources for the needed improvements. Potential funding sources include:

- Florida Rural Water Association Loan Programs
- State Revolving Fund Loan Program – Drinking Water
- Water and Waste Disposal Loan and Grant Program
- Connection and Transmission Infrastructure Extension fees (impact fees)

IV. Reuse

Existing Conditions

The City will continue its commitment to reduce potable groundwater demand by effectively using reuse water for non-potable uses. Currently the City has agreements with The Villages Water Conservation Authority, LLC (the Authority) and the Rolling Hills Country Club to supply reuse water for use on the respective golf courses.

- The agreement with the Authority sunsets on July 7, 2014. The amount of reuse supplied is on a sliding scale, this being the 8th year of the agreement which requires a minimum of 1.5 MGD and a maximum of 2.0 MGD. Presently the City is averaging supplying approximately 1.124 MGD.
- The original agreement with the Rolling Hills Country Club is dated April 11, 1994; a supplemental agreement with Brass Boys Enterprises was entered into on October 21, 2001. These agreements were for the City to supply 0.3 MGD of reuse to the golf course. Presently the City is averaging supplying approximately 0.1854 MGD.

The City is presently producing an average of 1.552 MGD of reuse water. The balance of the reuse is being used by the Shamrock Industrial Park and several small City owned sites.

Future Conditions

The City has sold reservations for an additional 0.447 MGD of reuse and has a Memorandum of Understanding with the Landstone development to supply it with an undetermined quantity of reuse. New development is required to connect to the City's reuse water system for irrigation purposes when available. As growth in the City occurs, so too will the reuse system.

Presently there are no expansions planned in the 5-year capital improvements plan.

V. Water Conservation

The SWFWMD's RWSP placed an emphasis on water conservation. By utilizing water resources more efficiently, future demand can be reduced and offset. Water conservation is in essence a water source for the City. Programs and facility upgrades within the City will increase the amount of water savings through conservation.

As stated in the RWSP:

“Water conservation in the public supply sector will continue to be the primary source of water savings in the district.”

The opportunity for future savings through conservation within the District is significant. The RWSP anticipates that 20.4 MGD could be saved by 2030 with the majority (18.91 MGD) of savings coming from public suppliers like the City of Wildwood. Implementing water conservation strategies within the City, especially programs aimed at reducing the amount of potable water used for landscape irrigation, will continue to curb the City's potable water demands as well as assist the District in reaching their projections.

The City's Comprehensive Plan, Land Development Regulations, and Code of Ordinances also emphasize conservation. These regulations and standards require all new development and redevelopment to contain water conservation features including:

- Promote compact development that utilizes resources efficiently;
- Irrigation placed in new development is required to be Florida Friendly Landscaping and contain water wise irrigation systems which shall utilize:
 - Rain sensors for automatic shutoff;
 - Check valves to prevent low head drainage;
 - A minimum separation of 4” between distribution equipment and pavement
 - A minimum separation of 12” between distribution equipment and buildings/vertical structures;
 - No direct spray on to walkways and pavement;
 - Water conveyance systems with a velocity of five (5) feet per second or less
 - Micro-irrigation required for tree, shrub, and groundcover beds;
 - Turf grass, annuals flowers, and vegetable gardens are to be on separate irrigation zones from tree, shrub, and groundcover areas;
 - Reclaimed water, surface water, or stormwater shall be used for irrigation in lieu of potable water if available;
 - High water use zones (plants and turf types which are associated with moist soils and require supplemental water in addition to natural rainfall to survive) are limited to 33% of the total landscaped area
- All irrigation practices shall be in accordance with the SWFWMD's regulations
- Reuse water must be utilized for irrigation if available

- Promotion of low flow facets, shower heads, and toilets within structures (required in all Planned Developments)
- Promotion of water star appliances (required in all Planned Developments)

Utilizing technology can also have a positive impact on water usage and help the City increase its usage of water conservation as a water source. In the future, the City plans to implement a water meter replacement program with meters having the technology to recognize a leak on the customer's side of the meter. This technology will boost conservation efforts by reducing the amount of water lost through leaks. This program will likely be implemented over the medium term (5-10 year timeframe), but that timeframe may advance sooner should funding become available.

VI. Modifications to the Comprehensive Plan

The City's 2035 Comprehensive Plan contains goals, objectives and policies concerning the availability of water supply and facilities, water conservation, water reuse, and coordination with the Southwest Florida Water Management District. The following recommendations are made to ensure the Comprehensive Plan meets the statutory requirements

Public Facilities Element:

- Delete **Policy 1.3.9** concerning updating the Public Facilities Element as a result of the SWFWMD updating the RWSP.
- Create **Policy 1.3.12** *“The City shall maintain adequate water treatment and distribution facilities, take steps to reduce demand for potable water, and secure sufficient funds to provide water to meet existing and future needs.”*
- Create new policies to adopt and implement the 10-Year Water Supply Facilities Work Plan:
 - **Policy 1.3.13** The City hereby adopts by reference the City of Wildwood 10-Year Water Supply Facilities Work Plan (Work Plan) dated December 15, 2012. The Work Plan shall cover a 10 year planning period and shall address issues that pertain to water supply facilities and requirements needed to serve existing and future development within the City's service area. The City shall review and update the Work Plan within 18 months of the Southwest Florida Water Management District's update to the regional water supply plan at least every five years. Any changes to occur within the first five years of the Work Plan shall be included in the annual update to the Capital Improvements Plan update to ensure consistency between the Public Facilities Element and the Capital Improvements Element.
 - **Policy 1.3.14** The City shall assess the effectiveness and performance of the Work Plan on an annual basis.
 - **Policy 1.3.15** The Work Plan shall be used to prioritize and coordinate the expansion and upgrade of facilities used to withdraw, transmit, treat, store, and distribute potable water to meet future needs.
 - **Policy 1.3.16** The City shall coordinate with the Southwest Florida Water Management District to assure the consistency of the Work Plan with the District's Regional Water Supply Plan.
- Create **Objective 1.11** *“The City will strive to offset potable water demands through the use of reuse water and conservation programs.”* Create new policies to implement the objective:

- **Policy 1.11.1** The City shall expand the reuse water system distribution network to serve additional large users and continue to reduce potable water for irrigation.
- **Policy 1.11.2** The City shall require new development and redevelopment to connect to the City's reuse water system when available.
- **Policy 1.11.3** In addition to groundwater, future water needs shall be supplied from a variety of alternative sources, including reclaimed water and surface water where permitted.
- **Policy 1.11.4** The City shall support the Southwest Florida Water Management District's water reuse projects and implementation of new regulations and programs designed to increase the volume of reclaimed water used.

Conservation Element:

- Create new **Policy 1.4.5** *"The City shall continue to investigate strategies to further conserve water."*

Intergovernmental Coordination Element:

- Create new **Policy 1.2.11** *"The City shall coordinate with the Southwest Florida Water Management District to assure the consistency of the 10-Year Water Supply Facilities Work Plan with the District's Regional Water Supply Plan."*

Capital Improvements Element:

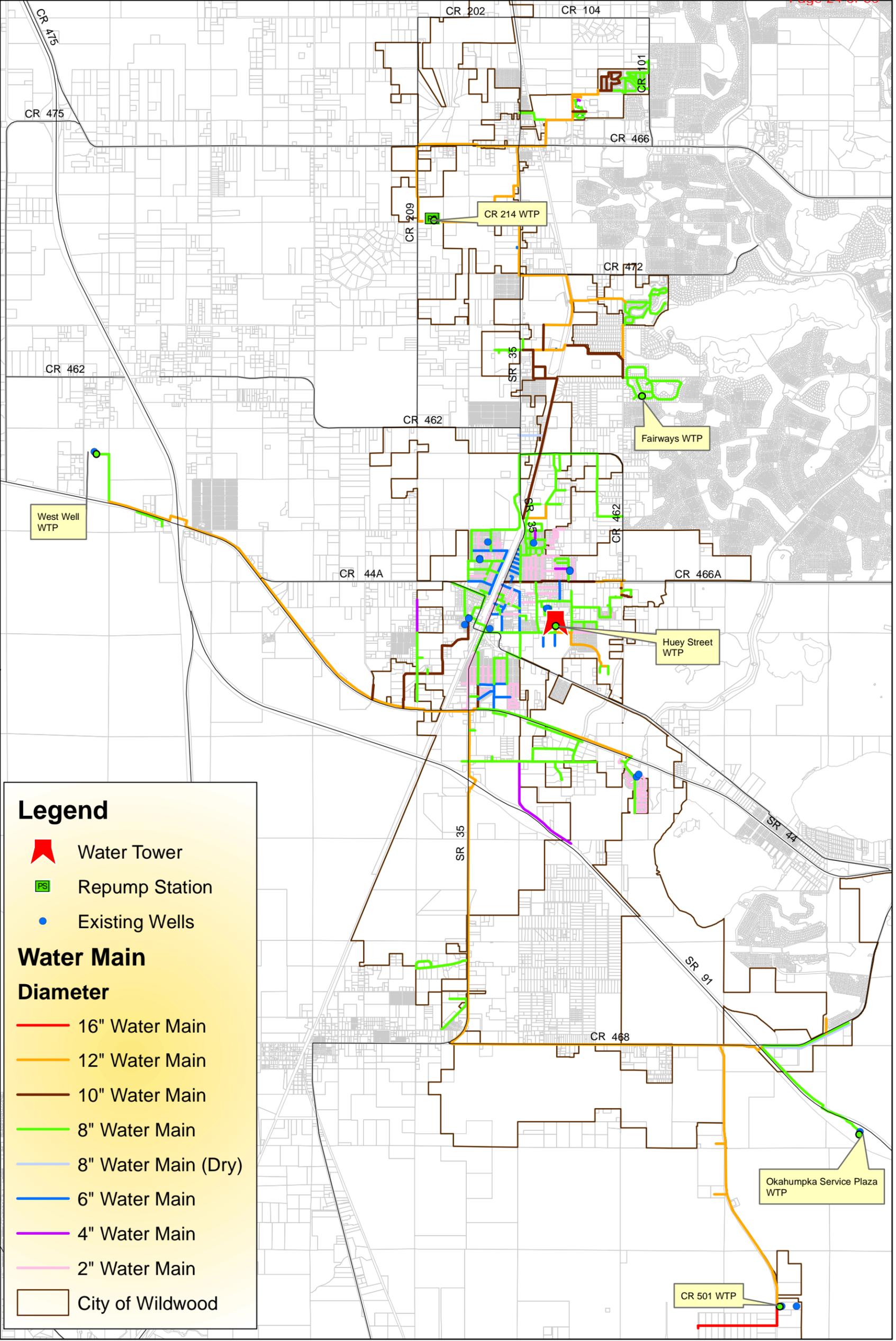
- Create new **Policy 1.1.6** *"The City shall review the 10-Year Water Supply Facilities Work Plan (Work Plan) annually together with the 5-Year Schedule of Capital Improvements to include related work projects identified in the first five years of the Work Plan."*
- Create new **Policy 1.1.7** *"Capital Improvements identified in the first five years of the Work Plan shall be included in the 5-Year Schedule of Capital Improvements. This schedule shall be updated annually, as necessary, to maintain consistency with the capital projects with the capital projects identified in the Work Plan."*
- Modify the 5-Year Schedule of Capital Improvements to include the potable water projects identified in the Work Plan.

VII. Conclusion

The 10-Year Water Supply Facilities Work Plan has been drafted in accordance with F.S. § 163.3177(6)(c) and the Southwest Florida Water Management District's Regional Water Supply Plan. The Work Plan demonstrates how the City intends to meet water demands over the next ten years.

The following are the key findings and recommendations of the Work Plan:

- The City pumps, treats, and distributes approximately 782.652 million gallons of water per year, averaging approximately 2.14 MGD per day;
- The system's Annual Average Daily (AAD) capacity is 4.98 MGD and the Peak Monthly daily average is 7.65 MGD;
- The construction of the Champagne Farm WTP and distribution system is needed to ensure adequate water supply over the life of the Work Plan;
 - The first phase would include the construction of the necessary components to provide 4.5 MGD which should be able to accommodate the anticipated growth over the span of the Work Plan.
 - Total unfunded infrastructure improvements (FY 2015/2016) total \$18,258,000.
- The City should explore and encourage the expansion of its reuse system;
- The City's regulations and standards contain strong water conservation practices; and
- The Comprehensive Plan should be amended to include the recommendations.



Legend

- Water Tower
- Repump Station
- Existing Wells

Water Main

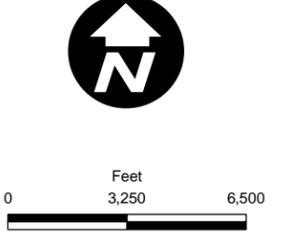
Diameter

- 16" Water Main
- 12" Water Main
- 10" Water Main
- 8" Water Main
- 8" Water Main (Dry)
- 6" Water Main
- 4" Water Main
- 2" Water Main
- City of Wildwood

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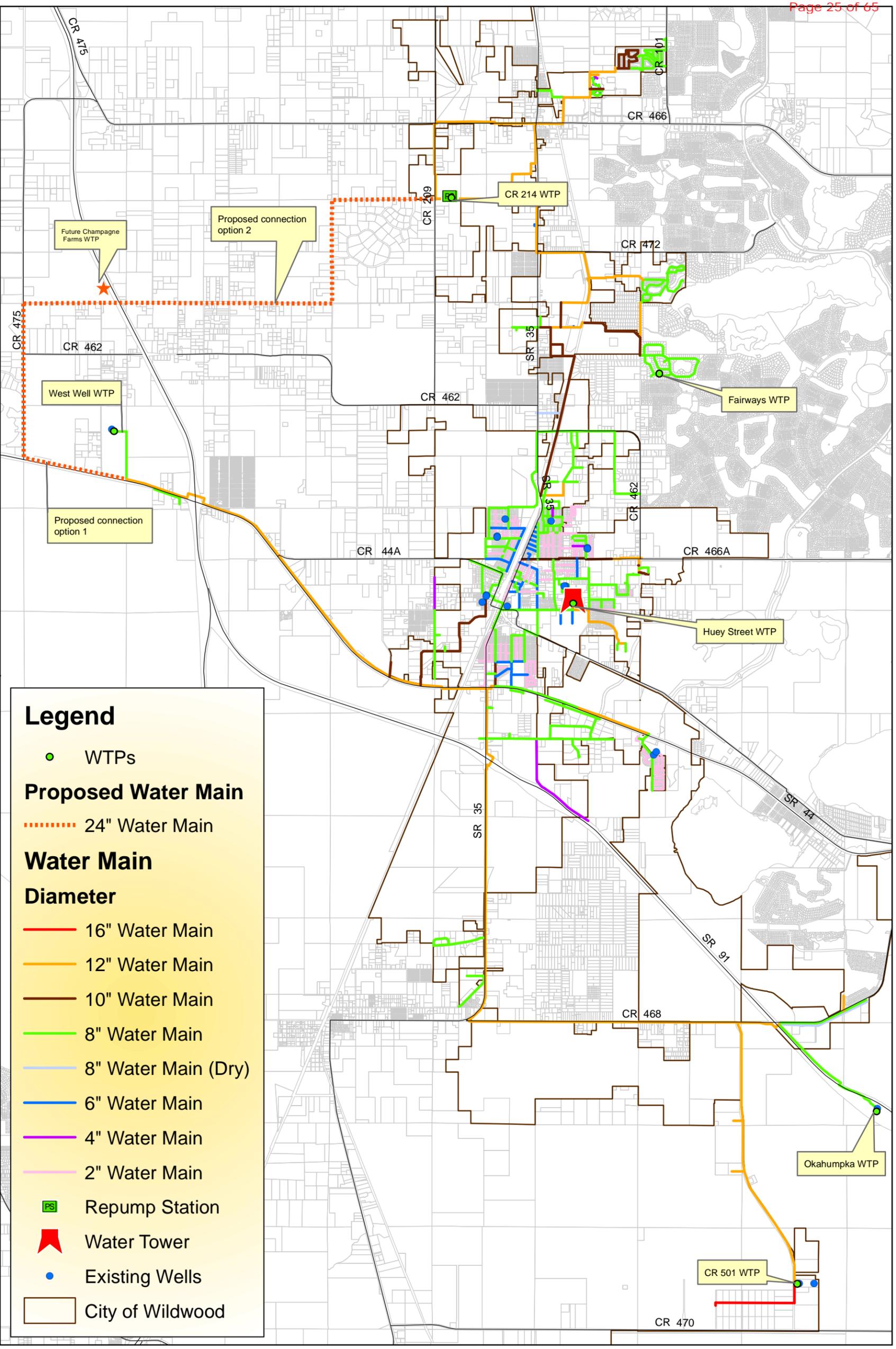
City of Wildwood
100 North Main Street
Wildwood, FL 34485
Phone: (352) 330-1330
www.cityofwildwood.com



Existing Facilities

WILDWOOD, FLORIDA

December 2012 Map 2



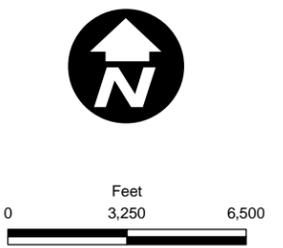
Legend

- WTPs
- Proposed Water Main**
- 24" Water Main
- Water Main**
- Diameter**
- 16" Water Main
- 12" Water Main
- 10" Water Main
- 8" Water Main
- 8" Water Main (Dry)
- 6" Water Main
- 4" Water Main
- 2" Water Main
- PS Repump Station
- ★ Water Tower
- Existing Wells
- City of Wildwood

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Future Facilities

WILDWOOD, FLORIDA

December 2012 Map 3

Ordinance O2013-01

“Exhibit B”

**Text Amendments to the Public Facilities, Conservation
Intergovernmental Coordination, and Capital Improvements Elements
of the City of Wildwood Comprehensive Plan**

Chapter 4

PUBLIC FACILITIES ELEMENT

Goals, Objectives and Policies

Any and All Florida Statutes, Florida Administrative Code Regulation or Other Regulations Referenced in this Element Shall be Enforced as it Existed on the Date of Adoption or Amendment of this Element and are to Include any Amendments to the Referenced Regulation, Statute or Code Adopted After the Date of Adoption or Amendment of this Element.

GOAL 1 Needed public facilities shall be provided in a manner which protects investments in existing facilities and promotes orderly, compact urban growth.

Objective 1.1 The City shall enforce procedures to ensure that adequate public facility capacity is available or will be available when needed to serve the development.

Policy 1.1.1 The following level of service standards are hereby adopted and shall be used as the basis for determining the availability of facility capacity and the demand generated by a development:

Sanitary Sewer	250 gallons per day per ERC
Potable Water	300 gallons per day per ERC
Solid Waste	2.04 lbs/capita/day (in accordance with the level of service established by the County – Source: Sumter Utilities Element Policy 4.3.1.2

Drainage/Stormwater Facilities shall be designed to accommodate the 25-year, 24-hour design storm to meet the water quality and quantity standards that follow:

- a. **Water Quantity** Peak post-development runoff shall not exceed peak pre-development runoff rates.
- b. **Water Quality** Treatment of stormwater runoff shall be required for all development, redevelopment and, when expansion occurs, existing developed areas. The stormwater treatment system or systems can be project specific, serve sub-areas within the City or be a system to serve the entire City. Regardless of the area served and in accordance with Chapter 62-25, F.A.C., the stormwater treatment systems must provide a level of treatment for the runoff from the first one (1) inch of rainfall for projects in drainage basins of 100 acres or more, or as an option for projects with drainage basins less than 100 acres, the first on-half (1/2) inch of runoff in order to meet receiving water quality standards of Chapter 62-302, Section 62-302.500, F.A.C. Stormwater

discharge facilities shall be designed so as to not lower receiving water quality or degrade the receiving water body below the minimum conditions necessary to assure the suitability of water for the designated use of its classification as established in Chapter 62-302, F.A.C. It is intended that all standards in these citations are to apply to all development and redevelopment and that any exemptions or exceptions in these citations including project size thresholds, are not applicable.

Infill residential development within improved residential areas or subdivisions existing prior to the adoption of this comprehensive plan, must ensure that its post-development stormwater runoff will not contribute pollutants which will cause the runoff from the entire improved area or subdivision to degrade receiving water bodies and their water quality as stated above.

In order to ensure that level of service standards are maintained, methodologies for determining available capacity and demand shall incorporate appropriate peak demand coefficients for each facility and for the type of development proposed.

Policy 1.1.2 All improvements for replacement, expansion, or increase in capacity of facilities shall be compatible with the level of service standard for the facilities.

Policy 1.1.3 The City shall develop procedures to update facility demand and capacity information as development orders are issued.

Policy 1.1.4 The City shall prepare annual summaries of capacity and demand information for each facility.

Policy 1.1.5 The City shall enforce the public works manual for the design of water systems as well as other public systems; consideration of the standards provided in the Sumter County Water Supply Master Plan prepared by the WRWSA shall be made for inclusion in the adopted manual. Further consideration of the SWFWMD rules provided in Florida Statutes 120 and 373 and Florida Administrative Code 40D and 4D will also be given during preparation of updates to the public works manual for design of water systems.

OBJECTIVE 1.2 The City will maintain a five-year schedule of capital improvement needs for public facilities, to be reviewed and updated annually in conformance with the Capital Improvements Element.

Policy 1.2.1 Proposed capital improvement projects will be evaluated and ranked according to the following priority level guidelines.

- Level 1 Whether the project is needed to protect public health and safety, to fulfill the City's legal commitment to provide facilities and services, or to preserve or achieve full use of existing facilities.
- Level 2 Whether the project increases efficiency of use of existing facilities, prevents or reduces future improvements costs, provides service to developed areas lacking service or promotes infill development.
- Level 3 Whether the project represents a logical extension of facilities and services within a designated service area.

OBJECTIVE 1.3 The City of Wildwood shall provide water services to meet the existing and projected demands identified in this element, the Comprehensive Plan, and the Capital Improvements Element.

Policy 1.3.1 All identified potable water improvement projects will be scheduled according to rank during the annual budget process.

Policy 1.3.2 The City shall determine at least annually whether new water wells are needed and/or whether existing wells need to be abandoned and capped. Funds as needed will be scheduled through the annual budget process.

Policy 1.3.3 The City shall monitor and repair and/or replace water distribution lines as needed. Funds for repair and/or replacement of water distribution lines will be scheduled as part of the annual budget process.

Policy 1.3.4 Projects to correct existing deficiencies shall be given priority in the formulation and implementation of City programs.

Policy 1.3.5 No permits shall be issued for new development which would result in an increase in demand on deficient facilities prior to completion of improvements needed to bring the facility up to standard.

Policy 1.3.6 Extension of water lines for new development shall be made consistent with the Future Land Use Element and scheduled during the annual budget process.

Policy 1.3.7 The City shall extend water lines to existing subdivisions when it is economically feasible. However, the City will extend water lines, when requested, if the subdivision is owned by an individual or group of individuals and the owner(s) are willing to pay for costs of expansion.

Policy 1.3.8 The City shall locate new wellfields so as to protect the quality of ground and surface water.

~~**Policy 1.3.9** This element shall be reviewed and revised within 18 months as required by s. 373.0361(7), Florida Statue (F.S.) and s.163.3177(6)(c), F.S. after the Southwest Florida Water Management District approves an updated regional water supply plan. The review and revisions should include:~~

- ~~1. Identification and incorporation of the alternative supply project(s) selected by the City from the projects identified in the updated regional water supply plan, or an alternative project proposed by the City.~~
- ~~2. Identification of traditional and alternative water supply projects, bulk sales agreements, and the conservation and reuse programs necessary to meet current and future water use demands within the City's service area.~~
- ~~3. An updated water supply facilities work plan for at least a 10-year planning period for constructing the public, private, and regional water supply facilities identified in the element as necessary to serve existing and new development.~~

Policy 1.3.109 The City shall ensure that adequate water supplies and facilities are available to serve new development no later than the date on which the City anticipates issuing a certificate of occupancy and consult with the applicable water supplier prior to approving a building permit, to determine whether adequate water supplies will be available to serve the development by the anticipated issuance date of the certificate of occupancy per 163.3180(2)(a), F.S.

Policy 1.3.110 The City shall continue to coordinate with SWFWMD, Florida Department of Environmental Protection, and other public and private utilities to investigate, develop and implement use of stormwater and water reuse as alternatives to the use of groundwater for irrigation purposes.

Policy 1.3.121 In coordination with the Conservation Element, continue to implement conservation initiatives through development of surface water and storm water irrigation sources for either direct irrigation and or to serve as reclaimed water augmentation sources associated with the public reclaimed water system.

Policy 1.3.12 The City shall maintain adequate water treatment and distribution facilities, take steps to reduce demand for potable water, and secure sufficient funds to provide water to meet existing and future needs.

Policy 1.3.13 The City hereby adopts by reference the City of Wildwood 10-Year Water Supply Facilities Work Plan (Work Plan) dated December 15, 2012. The Work Plan shall cover a 10 year planning period and shall address issues that pertain to water supply facilities and requirements needed to serve existing and future development within the City's service area. The City shall review and update the Work Plan within 18 months of the Southwest Florida Water Management District's update to the regional water supply plan. Any changes to occur within the first five years of the Work Plan shall be included

in the annual update to the Capital Improvements Plan update to ensure consistency between the Public Facilities Element and the Capital Improvements Element.

Policy 1.3.14 The City shall assess the effectiveness and performance of the Work Plan on an annual basis.

Policy 1.3.15 The Work Plan shall be used to prioritize and coordinate the expansion and upgrade of facilities used to withdraw, transmit, treat, store, and distribute potable water to meet future needs.

Policy 1.3.16 The City shall coordinate with the Southwest Florida Water Management District to assure the consistency of the Work Plan with the District's Regional Water Supply Plan.

OBJECTIVE 1.4 The City shall implement an education program for the public on the conservation of water.

Policy 1.4.1 The City will coordinate with the SWFWMD in order to educate home owners and businesses on water saving devices and methods.

Policy 1.4.2 The City shall develop a City government website to assist with public education by 2013 as agreed per the Conservation Plan submitted to the SWFWMD in 2007 as part of the Water Use Permitting process.

OBJECTIVE 1.5 The City of Wildwood shall provide sanitary sewer services to meet existing and projected demands identified in this element, the Comprehensive Plan, and the Capital Improvements Element.

Policy 1.5.1 All identified sanitary sewer improvement projects shall be scheduled during the annual budget process.

Policy 1.5.2 The City shall monitor and repair and/or replace sewer distribution lines as needed. Funds for repair and/or replacement of sewer distribution lines will be scheduled as part of the annual update of the Capital Improvements Element.

Policy 1.5.3 Projects to correct existing deficiencies shall be given priority in the formulation and implementation of City programs.

Policy 1.5.4 No permits shall be issued for new development which would result in an increase in demand on deficient facilities prior to completion of improvements needed to bring the facility up to standard.

Policy 1.5.5 Extension of sewer lines for new development shall be made consistent with the Future Land Use Element and scheduled for during the annual budget process.

OBJECTIVE 1.6 The City of Wildwood shall coordinate with the County in order to meet the existing and projected solid waste demand needs identified in this element, the Comprehensive Plan, and the Capital Improvements Element.

Policy 1.6.1 The City shall coordinate with Sumter County on the extension of, or the increase in capacity of solid waste facilities to meet future needs based on the projected future demand on County facilities.

Policy 1.6.2 Projects to correct existing deficiencies shall be given priority in the formulation and implementation of City programs.

Policy 1.6.3 The City of Wildwood shall coordinate with the County in monitoring existing wells in the vicinity of abandoned landfill sites in order to prevent potential groundwater contamination from the abandoned landfills.

OBJECTIVE 1.7 Adequate stormwater drainage will be provided to afford reasonable protection from flooding and to prevent degradation of the quality of receiving waters.

Policy 1.7.1 The City shall enforce Land Development Regulations to provide for protection of natural drainage features and ensure that future development utilizes stormwater best management practices.

Policy 1.7.2 The City shall utilize the following policies in planning for the drainage system. These policies shall also become a part of the development regulations of the City:

- a. New developments are required to manage runoff so that post-development runoff rates, volumes, and pollutant loads do not exceed pre-development conditions.
- b. Stormwater engineering, design and construction standards for on-site systems are to be in conformance with Chapter 40D-4 and 40D-40, F.A.C.
- c. Erosion and sediment controls are to be used during development.
- d. Developer/applicant will obtain relevant stormwater management permits from SWFWMD prior to receiving final approval from the City of Wildwood.
- e. Periodic inspection and maintenance of on-site systems shall be required of the entity that has the legal responsibility under the MSSW, ERP, and stormwater management permits issued by the SWFWMD and or the owner(s) of the property upon which said system resides.

Policy 1.7.3 The natural functions of the floodplain areas shall be protected by ensuring no net loss of flood storage capacity.

OBJECTIVE 1.8 The City shall adopt a comprehensive Stormwater Management Plan by the year 2014.

Policy 1.8.1 The City shall acquire the necessary analysis and data to identify all existing public and private drainage facilities. At a minimum the data shall include:

- a. The entity having operational responsibility
- b. The geographic service area
- c. Design capacity
- d. Existing demand
- e. Existing level of service
- f. Evaluation of general performance

Policy 1.8.2 The Stormwater Management Plan shall establish criteria for the following:

- a. Elimination of identified problems
- b. Establishment of City wide requirements specific for each watershed area
- c. Guidelines for existing and proposed development to implement the overall plan
- d. Responsible entity for construction of necessary improvements to maintain the adopted level of service.
- e. Timetables for improvement completion in relation to development approval.

OBJECTIVE 1.9 The functions of natural groundwater aquifer recharge areas within the City will be protected and maintained.

Policy 1.9.1 The City shall map areas within the City having high aquifer recharge potential, based on data from SWFWMD.

Policy 1.9.2 The City shall protect areas identified as having high recharge potential through implementation of the following standards and guidelines:

- a. Maximum impervious surface restrictions shall be consistent with the protection of functional values;
- b. Land alterations in conjunction with development shall not include the removal of high permeability soils and/or replacement with lower permeability soils;
- c. To the maximum extent feasible, open space/native vegetation shall be preserved;
- d. Commercial or industrial uses which store or handle hazardous materials/wastes shall be restricted;
- e. Stormwater detention systems shall be designed to provide maximum aquifer recharge; and
- f. New development and redevelopment shall not reduce aquifer recharge quality or quantity (volumes and rates) and subsurface storage and flows should simulate predevelopment conditions.

OBJECTIVE 1.10 The City shall maintain the quality and quantity of the City's potable water system supply.

Policy 1.10.1 The City shall locate and operate the potable water system raw water supply withdrawals/sources in such a manner as to minimize the potential of adverse impacts to legal users as identified by the SWFWMD and adverse environmental impacts to water resources.

Policy 1.10.2 The City shall protect existing and future potable water wellfields through implementation of the following standards and guidelines:

a. Existing and future public water supply wells (both publicly and privately owned) shall be clearly depicted on the FLUM map or map series;

b. To protect public water supplies from possible contamination, the City shall establish wellhead protection zones as follows:

1. In the area defined by a circle around the wellhead with a radius of 500', all proposed development around existing wells shall be connected to a central water and sanitary sewer system.

2. All future wells shall have a no development zone consistent of a 500' radius from the wellhead.

3. Existing development within 500' of a public water wellhead, not currently connected to central water and sewer facilities, shall be required to connect within one year after being notified that such facilities are available; and,

4. In the additional area defined by a secondary circle around the wellhead with a radius of 100', per FDEP requirements in Florida Administration Code Chapter 62-555.312, the following development activities are prohibited:

- landfills;
- facilities for bulk storage, handling or processing of materials on the Florida Substance List with the exception of sodium hypochlorite solution;
- activities that require the storage, use or transportation of restricted substances, agricultural chemicals, petroleum products, hazardous toxic waste, medical waste, etc.;
- feedlots or other commercial animal facilities;
- wastewater treatment plants, percolation ponds and similar facilities;
- junk, salvage or scrap yards;
- industrial waste land application areas;
- graveyards;
- landscape nurseries;
- oil and gas production wells;
- drainage or injection wells;
- train / airport fueling, maintenance, or storage yards;
- mines (active or abandoned); and
- excavation of waterways or drainage facilities which intersect the water table.

5. In the additional area defined by a tertiary circle around the wellhead with a radius of 50', per FDEP requirements as noted in Florida Administrative Code (F.A.C.) Chapter 62-555.312, the following development activities are prohibited:

- above ground storage tanks that are not regulated under Chapter 62-761, F.A.C but are used for bulk storage of a liquid pollutant or hazardous substance (as defined in Chapter 62-671, F.A.C.) other than sodium hypochlorite solution; fertilizer, herbicide, or pesticide application areas that are not under the ownership or control of the supplier of water at agricultural sites, golf courses, nurseries, and parks;
- railroad tracks;
- stormwater detention or retention basins; and
- surface water.

Policy 1.10.3 Wellhead protection areas will be regulated during rezonings and special exceptions to exclude activities which may contaminate the well sites. The following uses are prohibited in addition to those listed in Policy 1.10.2 unless adequate measures are implemented to insure wellhead protection to the satisfaction of the City Engineer, FDEP, SWFWMD and appropriate City officials. Note that an exception to F.A.C. Chapter 62-555.312 would need to be applied for and approved in order for FDEP and/or SWFWMD to allow.

- a. Sanitary landfills;
- b. Industrial landfills or other surface impoundments;
- c. Wastewater treatment facilities not required to install FDER contaminant monitoring wells, except for single-family residential on site wastewater disposal facilities. However, no septic systems shall be located within 200 feet of any public well;
- d. Facilities that produce, use or store hazardous materials at or above established threshold amounts listed in Title III of the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. s. 11001, et. seq. (SARA) and the Florida Hazardous Materials Emergency Response and Community Right-to-Know Act of 1988, Chap. 252, Part II, F.S.;
- e. Junkyards or salvage operations;
- f. Mines;
- g. Airport/refueling facilities;
- h. Transportation facilities including railroads, arterial and collector roads, and pipelines that may be used to transport pollutants or contaminants; and
- i. Excavation of waterways or drainage facilities that intersect the water table. Stormwater management systems constructed under SWFWMD permits and not discharging contaminants are exempt.

Policy 1.10.4 To ensure adequate future potable water supplies are available the City shall establish via ordinance water conservation practices which are consistent with the City's Conservation Element Policies.

Policy 1.10.5 Wellhead protection areas are regulated per FDEP requirements, F.A.C. Chapter 62-555.312, such that for wells connected to a community water system on or after August 28, 2003, continuing protection of the well from the sanitary hazards described in Policies 1.10.2 and 1.10.3 shall be provided during the entire useful life of the well through one of the following means:

- a. Ownership by the City/water supplier of all land within 100 feet of the well;
- b. Control by the City/water supplier of all land within 100 feet of the well via easements, lease agreements, or deed restrictions that appropriately limit use of the land;
- c. Wellhead protection, zoning, or other land use regulations that appropriately limit use of all land within 100 feet of the well;
- d. New wells shall be located on their sites in such a manner that the wells are in an area free from, or least subject to, inundation with surface drainage and flood water; and
- e. To the extent practicable, new wells shall be located on their sites in such a manner that the wells are "upstream" from on-site or off-site sanitary hazards when considering the direction of ground water movement.

OBJECTIVE 1.11 The City will strive to offset potable water demands through the use of reuse water and conservation programs.

Policy 1.11.1 The City shall expand the reuse water system distribution network to serve additional large users and continue to reduce potable water for irrigation.

Policy 1.11.2 The City shall require new development and redevelopment to connect to the City's reuse water system when available.

Policy 1.11.3 In addition to groundwater, future water needs shall be supplied from a variety of alternative sources, including reclaimed water and surface water where permitted.

Policy 1.11.4 The City shall support the Southwest Florida Water Management District's water reuse projects and implementation of new regulations and programs designed to increase the volume of reclaimed water used.

Chapter 5

CONSERVATION ELEMENT

Goals, Objectives and Policies

Any and All Florida Statutes, Florida Administrative Code Regulation or Other Regulations Referenced in this Element Shall be Enforced as it Existed on the Date of Adoption or Amendment of this Element and are to Include any Amendments to the Referenced Regulation, Statute or Code Adopted After the Date of Adoption or Amendment of this Element.

GOAL 1 Conserve, protect and manage the natural resources of the City of Wildwood to ensure that resources are used efficiently to maintain the highest environmental quality practicable while respecting individual property rights.

AIR QUALITY

OBJECTIVE 1.1 The City shall meet or exceed the Air Quality Standards established by the FDEP.

Policy 1.1.1 The City shall continue to plan for transportation alternatives to gasoline-powered automobiles by planning efficient pedestrian and bicycle systems and by evaluating future feasibility for multi-modal systems, including bus and passenger rail transit, and by adapting streets, and parking structures to facilitate the use of alternatively powered vehicles such as electric and hybrid cars.

Policy 1.1.2 The City shall continue to enforce the prohibition on open burning of trash and debris.

Policy 1.1.3 The City shall make an effort to promote public awareness about mass transit, car-pooling, bikeways, park-n-ride lots, and other alternative transportation modes as a means to reduce automobile emission pollution.

Policy 1.1.4 Construction or clearing activities that expose, destabilize, or otherwise alter soil shall be required to implement best management principles and practices for soil protection to reduce wind-related soil erosion and dust particles as air pollutant.

Policy 1.1.5 The City shall maintain a tree protection ordinance to sustain natural vegetative filters for air pollution.

Policy 1.1.6 The City shall participate in air quality public information programs and shall encourage alternative forms of transportation.

SURFACE WATER

OBJECTIVE 1.2 The City shall enforce Land Development Regulations to protect the flood storage capabilities of surface water bodies so as to minimize damage from 100-year flood events.

Policy 1.2.1 The City shall incorporate into its Floodplain Ordinance the provision that any impacting activity within the 100-year flood elevation must be mitigated by compensating storage on site as directed and approved by SWFWMD.

Policy 1.2.2 The City shall individually meter all City withdrawals from surface waters. The meter readings from each withdrawal facility shall be reported to the SWFWMD on a monthly basis.

Policy 1.2.3 Wetlands, lakes, and other surface waters may not be adversely impacted as a result of the ground water use authorized by the SWFWMD Water Use Permit issued to the City.

Policy 1.2.4 The City shall mitigate any adverse impact to environmental features or offsite land uses as a result of the City's water withdrawals. When adverse impacts occur or are imminent, the City shall avoid or mitigate the impacts by reducing the water withdrawals at appropriate locations. Adverse impacts include:

- a. Significant reduction in levels or flows in water bodies such as lakes, impoundments, wetlands, springs, streams or other watercourses;
- b. Sinkholes or subsidence caused by reduction in water levels;
- c. Substantial, ongoing damage to the habitat of endangered or threatened species.

Policy 1.2.5 The City shall adopt design criteria for stormwater management practices that:

- a. Minimize the leaching or discharge of nutrients and pollutants; and
- b. Require stormwater to be treated at 1.5 times the standard for discharges directly to an Outstanding Florida Water (OFW).

GROUND WATER

OBJECTIVE 1.3 The City shall conserve, use best management techniques, and protect future and existing groundwater resources for potable water usage.

Policy 1.3.1 The City, working in conjunction with the SWFWMD, shall cooperate to plug existing unused public supply wells within the City to avoid ground water contamination.

Policy 1.3.2 The City shall meter its ground water withdrawals from its own facilities. The meter readings shall be reported to the SWFWMD.

Policy 1.3.3 The City shall mitigate any adverse impact to existing legal uses as documented by the SWFWMD caused by withdrawals from City facilities. When adverse impacts occur or are imminent, the City will avoid or mitigate the impacts by reducing the withdrawals at appropriate locations. Adverse impacts include:

- a. A reduction in water levels which impairs the ability of the well to produce water;
- b. Significant reduction in levels or flows in water bodies such as lakes, impoundments, wetlands, springs, streams or other watercourses; or
- c. Significant inducement of natural or manmade contaminants into a water supply or into a usable portion of any impacted aquifer system.

Policy 1.3.4 The City shall mitigate any adverse impact to environmental features or offsite land uses as a result of withdrawals from City facilities. When adverse impacts occur or are imminent, the City will avoid or mitigate the impacts by reducing the withdrawals at appropriate locations. Adverse impacts include:

- a. Significant reduction in levels or flows in water bodies such as lakes, impoundments, wetlands, springs, streams or other watercourses;
- b. Sinkholes or subsidence caused by reduction in water levels;
- c. Substantial, ongoing damage to the habitat of endangered or threatened species.

Policy 1.3.5 As part of the required reasonable assurance that the City's current and future increased withdrawals will not result in adverse environmental impacts to the water resource, the City shall develop an Environmental Monitoring Plan. The City shall coordinate with the SWFWMD in developing the Monitoring Plan and it shall identify specific wetland and water level monitoring sites and include details and frequency of required data collection. The data collected will serve as a basis for environmental evaluation of future withdrawal requests. The wetland(s) to be monitored shall be evaluated using SWFWMD's Wetland Assessment Procedure (WAP) with appropriately located piezometers and staff gauges in wetlands near the City's authorized wells.

Policy 1.3.6 To avoid possible contamination, the City will require abandoned underground storage tanks and other potential pollution sources to be located prior to finalizing a development plan. New well fields should be permitted only after consideration of known or potential pollution sources in the area surrounding the proposed site and sufficient buffer is provided for the area of influence of the proposed well.

Policy 1.3.7 Prior to development authorization, proposed potentially deleterious land uses shall demonstrate through accepted engineering practices that the quality and quantity of the ground water will not be adversely affected.

Policy 1.3.8 The City shall protect existing and future potable water wellfields consistent with Policy 1.10.2 of the Public Facilities Element.

Policy 1.3.9 The City shall develop standards and restrictions for activities and land uses within a Wellhead Protection Zone (WPZ) for domestic potable water wells, defined as a 500-foot radius from a public well. Standards for existing activities within a WPZ may include increased water monitoring or increased safety features for petroleum storage tanks. At a minimum, the City shall prohibit Industrial and intensive Commercial Future Land Use Map designations, as well as hazardous waste generators and storage sites, solid waste disposal sites, gas stations, septic tanks, and single-lined petroleum storage tanks within the 500-foot WPZ. The City shall revise the WPZ should the potable water supply entities establish stricter protection standards.

Policy 1.3.10 The City shall work with the State, as required by the Safe Drinking Water Act, to map WPZs and develop land use controls that will provide protection from contamination for these areas, and will maintain its existing Geographical Information Systems mapping database of the highest water recharge areas to aid developer and reviewers in determining the impacts of development on the natural recharge characteristics of the land.

Policy 1.3.11 As part of the required reasonable assurance that the City's current and future increased ground water withdrawals will not result in adverse environmental impacts to water resource, the City shall develop an Environmental Monitoring Plan. The City shall coordinate with the SWFWMD in developing the Monitoring Plan and it shall identify specific wetland and water level monitoring sites and include details and frequency of required data collection. The data collected will serve as a basis for environmental evaluation of future withdrawal requests. The wetland(s) to be monitored shall be evaluated using SWFWMD's Wetland Assessment Procedure (WAP) with appropriately located piezometers and staff gauges in wetlands near the City's authorized wells.

WATER CONSERVATION

OBJECTIVE 1.4 The City shall comply with SWFWMD water conservation regulations.

Policy 1.4.1 The City shall continue to cooperate with the SWFWMD to conduct water conservation programs.

Policy 1.4.2 The City shall adopt a water conserving rate structure by 2009. Within six months of adoption, the City shall submit a report to the SWFWMD on the rate structure that includes but is not limited to a description of the structure, how each component is designed to promote water conservation among the City's customers, and how it is expected to reduce the City's gross per capita water use. After the first report submitted, an update on the rate structure and a summary of its effectiveness shall be included in an Annual Report by April 1 of each year.

Policy 1.4.3 By August 1, 2009, the City shall submit a report on water conservation plan progress including a description of the current conservation measures and progress towards achieving conservation of water per the conservation plan submitted to the SWFWMD as part of the Water Use Permitting effort. After the first report is submitted, an update on the conservation plan and a summary of its effectiveness shall be included in an Annual Report to be submitted to the SWFWMD by April 1 of each year. Updates shall address the following activities:

- a. Adoption of stricter landscape ordinance language which promotes standard City-wide conservation practices and the use of “Florida Friendly” landscaping as recommended by the University of Florida and the SWFWMD.
- b. Adopt ordinance language requiring alternative irrigation via a dual piping system for all new development regardless of proximity to reclaimed system.
- c. Adoption of the 2004 Florida Building Code – Plumbing section and subsequent future amendments by reference.
- d. Adoption of Water Shortage Restrictions and Penalties and Enforcement Provisions in coordination with the SWFWMD Water Shortage Restrictions.
- e. Develop a City government website to assist with public education including water conservation.
- f. Continue a residential per capita of less than 150 gpdc (Coleman Prison population and flows excluded).
- g. Continue tracking water loss estimates associated with water main breaks, main flushing and fire flow events.
- h. Continue enforcing connection to public utilities: water, sewer, and reclaimed.
- i. Continue the development of Alternative Resources for irrigation.
- j. Continue to convert City properties to reclaimed irrigation from potable irrigation supplies.
- k. Continue participation in the Withlacoochee Regional Water Supply Authority.
- l. In cooperation with the SWFWMD, assist in enforcing the current and future landscape watering restrictions for commercial and residential areas.

Policy 1.4.4 All development shall comply with applicable water conservation programs.

Policy 1.4.5 The City shall continue to investigate strategies to further conserve water.

FLORA, FAUNA, WETLANDS, WATERBODIES, AND NATURAL RESOURCES

OBJECTIVE 1.5 The City shall conserve, appropriately use, and protect endangered, threatened, and species of special concern and their habitats through enforcement of the following policies and Land Development Regulations.

Policy 1.5.1 The City recognizes the existence and strategic value of habitat within the City for federal and state listed species of flora and fauna. The City shall participate in and support the efforts on the part of the USFWS, FWC, SWFWMD,

ACOE and Florida Department of Agriculture and Consumer Affairs to protect and conserve these resources.

Policy 1.5.2 Applications for development must include a complete listed species study and field surveys of habitat of listed species. The City shall adopt land development regulations within one year of adoption of this comprehensive plan amendment which specify the level of detail required for such field studies. The level of detail may vary by size of parcel and whether the property has been previously altered. Development impacts to listed species will be avoided when possible.

Policy 1.5.3 Proposed development projects which are determined to contain listed species will be prohibited unless a permit and mitigation plan has been approved by the Florida Fish and Wildlife Conservation Commission (FFWCC) and/or the U.S. Fish and Wildlife Service (USFWS).

Policy 1.5.4 Protection of listed species and their habitats shall be addressed in the development review process and conditions of approval. Protective measures can include clustering of development away from habitats occupied by listed species, the use of vegetated buffers, and on and off-site mitigation. The City shall encourage the maintenance of wildlife corridors and prevention of habitat fragmentation by coordinating development proposals which impact listed species and identified associated habitat with the FFWCC.

Policy 1.5.5 The City shall use one or more of the following methods to protect endangered, threatened and rare species and their habitat:

- a. Consult with the FGFWFC to determine alternative mitigation practices to conserve species and habitat;
- b. Utilization of MID, cluster development and other flexible regulatory techniques to work with private developers in conserving habitat and species;
- c. Fee simple acquisition through dedication and the use of conservation easements.

NATURAL RESOURCES

OBJECTIVE 1.6 The City shall protect the following natural resources from the adverse impacts of development through implementation of a series of policies which specifically address these resources: soils, native vegetative communities, listed species, water quality and quantity, wildlife habitats, floodplains, wetlands, and other environmentally sensitive lands.

Policy 1.6.1 The City shall require that all applications for development orders or permits contain information on the site's natural resources at a level of detail and specificity to enable the City to determine required protective measures.

Policy 1.6.2 The City shall require that new development use Natural Resource Conservation Service and Florida Department of Environmental Protection Best Management Practices to control soil erosion and unconfined emissions and to prevent stormwater runoff from adversely impacting surface water quality.

Policy 1.6.3 The City shall adopt land regulations to protect viable native vegetative communities identified in the Florida Natural Areas Inventory through the implementation of the following standards and guidelines:

- a. Where feasible, development shall be clustered to avoid destruction of native vegetation;
- b. The use of native vegetation shall receive priority in meeting, buffering, landscaping and open space requirements; and
- c. The City shall encourage the removal of exotic species.

Policy 1.6.4 The City shall actively enforce National Pollution and Discharge Elimination System (NPDES) BMPs. The City, when performing site visits, shall inspect for proper placement and maintenance of BMPs, and will require applicants to submit an erosion control plan and any required NPDES permits.

Policy 1.6.5 The City shall require that all golf courses implement one or more BMPs specific to golf course maintenance shown on FDEP's list of BMPs web site.

OBJECTIVE 1.7 The City shall protect the 100-Year Floodplain so they are protected and maintained from causing net loss of flood storage capacity.

Policy 1.7.1 The City shall incorporate into its Floodplain Ordinance the provision that any impacting activity within the 100-year flood elevation must be mitigated by compensating storage on site as directed and approved by SWFWMD.

Policy 1.7.2 The City shall protect floodplains as identified by FEMA and shown on Future Land Use Map 1-3. The natural functions of these floodplains shall be protected through implementation of the following standards and guidelines:

- a. Precise delineation of floodplains shall be determined for new development through site specific studies and field determinations;
- b. Require all proposed development to be located on the non-floodplain portions of the site if feasible. Where proposed development areas lie entirely within the 100 year floodplain, all structures shall be required to be elevated with the first floor elevation at least 18" above the 100 year base flood elevation;
- c. Dredging and filling of lands within the floodplain shall be discouraged except for fill allowed in conjunction with minimal access ways and with a minimum amount beneath structures, will be limited by land development regulations protecting the direction and rate of historical flows on the property. All fill within the floodplain requires compensatory on site storage meeting FEMA standards;

- d. Maximum density for development in floodplains is one dwelling unit per five acres. Where central water and sewer facilities are utilized and floodplain compensation is provided, the allowable density may be increased to be compatible with the adjacent designated land uses; and
- e. Land uses which require the storage, generation or use of hazardous materials or waste are prohibited in floodplains;
- f. Roads, bridges, and other similar public facilities shall not be located within the floodplains, except where no reasonable alternative exists.

WETLANDS

OBJECTIVE 1.8 The City shall protect wetlands from the adverse impacts of development through implementation of a series of policies and land development regulations which will maintain their ecological function. Wetlands are defined as being lands which are inundated or saturated by surface water or ground water at a frequency or duration sufficient to support, and that under normal circumstances do or would support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands include both jurisdictional and non jurisdictional wetlands as determined by SWFWMD and ACOE.

Wetlands and the natural functions of wetlands shall be protected and conserved. The adequate and appropriate protection and conservation of wetlands shall be accomplished through a comprehensive planning process which includes consideration of the types, values, functions, sizes, conditions and locations of wetlands, and which is based on supporting data and analysis.

Future land uses which are incompatible with the protection and conservation of wetlands and wetland functions shall be directed away from wetlands. The type, intensity or density, extent, distribution and location of allowable land uses and the types, values, functions, sizes, conditions and locations of wetlands are land use factors which shall be considered when directing incompatible land uses away from wetlands. Land use shall be distributed in a manner that minimizes the effect and impact on wetlands. The protection and conservation of wetlands by the direction of incompatible land use away from wetlands shall occur in combination with other goals, objectives and policies, in the comprehensive plan. Where incompatible land uses are allowed to occur, mitigation shall be considered as one means to compensate for loss of wetlands functions.

- a. Jurisdictional wetlands are a part of or are naturally connected to a water body which is designated by the SWFWMD or the FDEP as an area of regional ecological significance such as Outstanding Florida Waters or Aquatic Preserves, and surface waters that have been classified as Class I (Potable Water Supplies) or major springs (as identified by the Florida Department of Environmental Protection), or
- b. Named lakes, named waterways or other jurisdictional wetlands that are naturally connected to wetlands described above that are critical to the contiguous-nature of the system; or
- c. Wetlands included in Mitigation Banks, Conservation Banks or state or federal lands.

Policy 1.8.1 Wetlands shall be protected through the implementation of the following standards and guidelines:

- a. Precise delineation (pursuant to Chapter 62-340, FAC) and functional assessment (pursuant to Chapter 62-345, FAC) of wetland areas shall be determined based on ACOE and SWFWMD criteria through site-specific studies and field determination during development review;
- b. Impacts to wetlands shall be avoided where possible. Mitigation of lost wetland resources shall be required. The amount of mitigation required shall be dependent upon the function value of the wetlands proposed for impact and the type of mitigation proposed based on ACOE and SWFWMD criteria;
- c. Commercial and industrial uses and uses which store or generate hazardous materials/wastes shall not be permitted in or adjacent to wetlands without proper measures to ensure protection of the wetlands;
- d. Septic tanks shall not be permitted in wetlands;
- e. Wetland protective measures shall include the use of SWFWMD vegetative buffers. Buffer widths shall depend on the nature and functional value of the wetlands to be protected per SWFWMD regulations;
- f. No new parcels of land shall be created which consist entirely of wetlands, unless such parcels are dedicated to the public or remain in private ownership with long term conservation easements; and
- g. All required permits from jurisdictional agencies shall be approved prior to, or concurrent with, the City issuing a final development order authorizing site development activity.

Policy 1.8.2 In order to prevent development from having adverse impacts to existing wetlands, the natural upland buffer shall be preserved a minimum of fifteen (15) feet and an average of twenty-five (25) feet from the edge of the wetland. Where a wetland is unavoidably impacted by development, the development shall be subject to the mitigation requirements of the pertinent regulatory agency.

Policy 1.8.3 The City shall coordinate with the Department of the Army, Corps of Engineers and/or the SWFWMD in implementing their regulatory responsibilities within the City when wetlands are involved.

AQUIFER RECHARGE

OBJECTIVE 1.9 The City shall protect areas having high recharge potential, as identified by the Southwest Florida Water Management District, through the implementation of a series of policies and land development regulations in order to maintain their aquifer recharge function.

Policy 1.9.1 Aquifer recharge shall be protected through the implementation of the following standards and guidelines:

- a. Maximum impervious surface restrictions shall be consistent with the protection of functional values;
- b. Land alterations in conjunction with development shall avoid the removal of high permeability soils and/or replacement with lower permeability soils;
- c. To the extent feasible, open space/native vegetation in areas of high recharge potential shall be preserved;
- d. Commercial or industrial uses which store or handle hazardous materials/wastes shall be restricted;
- e. Stormwater detention systems shall be designed to provide aquifer recharge; and
- f. New development and redevelopment shall not reduce aquifer recharge quality or quantity (volumes and rates) and subsurface storage and flows should simulate predevelopment conditions;
- g. Natural grades and topography shall be maintained unless alteration is needed to construct stormwater systems or to meet health and safety standards.

Policy 1.9.2 The City shall develop and maintain requirements and standards which at a minimum are in conjunction with those developed by SWFWMD and Sumter County for on-site stormwater run-off and detention/retention for all new developments in its development regulations. Stormwater standards shall include at a minimum, requirements for:

- a. Setback from any major water bodies and wetlands in an effort to preserve natural vegetation;
- b. Post-development run-off rates and pollutant loading must not exceed pre-development rates;
- c. Best management practices consistent with State and Federal recommended standards, to reduce pesticide and fertilizer and soil erosion.

KARST FEATURES

OBJECTIVE 1.10 The City shall protect karst features, such as sinkholes, caves and seeps, located on or under developable lands within the City limits with appropriate development requirements.

Policy 1.10.1 The City shall protect areas containing karst features through appropriate development review and regulations, the acquisition of land for conservation, or through the purchase or dedication of easements in these areas.

Policy 1.10.2 Developers shall employ techniques to guide more intense development away from karst areas that are incapable of remediation. A variety of approaches may be used including designation of less intense land use, a minimum average buffer requirement of 25 feet from preserved karst areas that have been scientifically proven to have direct impact on ground water quality, and conservation easements for preserved karst areas.

Policy 1.10.3 The City shall use revenues and monies that become available to match or leverage funds for private or public acquisition programs including but not limited to the Florida Forever Program, the Florida Community Trust and any other existing or newly implemented program to acquire fee simple ownership or less than fee ownership through conservation easements. Karst features scientifically proven to directly impact ground water quality shall be considered for acquisition by the City with priority given to those areas where acquisition would protect the health and welfare of the citizens and environment.

Policy 1.10.4 Developers of property on which karst features are located shall accurately identify and scientifically evaluate those features prior to development permit approval. Features shall be evaluated utilizing subsurface investigation and ground penetrating radar when appropriate, and shall be classified in one of three categories:

- a. Stable; Areas that are stable for normal development without remediation;
- b. Unstable, capable of remediation; Areas that can be remediated and utilized for normal development with proven mediation technologies such as pressure grouting with cement grout or sand or;
- c. Unstable; Areas that are incapable of remediation.

Policy 1.10.5 Development will be allowed based upon the classification of karst features, as follows: a. stable karst features – normal development; b. unstable karst areas capable of remediation – normal development upon remediation provided that appropriate level of remediation as recommend and approved by professional geotechnical engineer is used; and c. unstable karst features incapable of remediation – conservation or passive recreation uses only.

Policy 1.10.6 Techniques used to stabilize karst features capable of remediation, include pressure grouting with sand or cement slurry and other methods recommended by a professional geotechnical engineer. All remediation plans shall be prepared by a professional geotechnical engineer, who shall prepare and certify a completion report following remediation certifying that the work was completed as specified in the plan.

Policy 1.10.7 The development plan shall identify strategies for protecting karst features during construction and after development, which promote the following:

- a. Inclusion of unstable karst features into pervious open space areas;
- b. Use of landscape design principles to incorporate karst features as aesthetic elements;
- c. Pretreatment of stormwater runoff, in accordance with applicable federal, state, regional and local regulations, prior to discharge to karst features;
- d. Prohibition of untreated stormwater discharge to karst features scientifically determined to have a direct hydraulic connection to the aquifer;
- e. Prohibition of discharge of wastewater effluent to karst features; and
- f. Perimeter buffering around features to maintain natural function, edge vegetation, and structural protection.

Policy 1.10.8 The City shall require impervious liners where appropriate to prevent direct hydraulic connection to the aquifer between stormwater ponds in karst areas and the aquifer.

Policy 1.10.9 Mining and industrial or heavy commercial uses which store or generate hazardous materials/waste shall not be permitted in karst areas without proper measures to ensure protection of ground water.

SPRING PROTECTION

OBJECTIVE 1.11 The City shall develop programs to protect sensitive areas within and adjacent to all springs and spring runs. The City shall cooperate with the local, state and regional agencies, as appropriate, in development and implementation of the following programs.

Policy 1.11.1 The City shall cooperate with and promote the monitoring programs of the USGS, Florida Department of Environmental Protection, the Water Management Districts and other federal, state, regional and local agencies.

Policy 1.11.2 The City shall coordinate with local colleges, the school board and individual schools to develop environmental education programs for school-aged children regarding springs, water bodies, watersheds and ground water.

Policy 1.11.3 The City shall coordinate with local community organizations to develop environmental education programs regarding springs, water bodies, watersheds and ground water.

Policy 1.11.4 The City shall establish an education program for homeowners and landscape and lawn-care professionals regarding responsible practices that encourage limitation of water use, fertilizers and pesticides, such as those produced by the Water Management Districts.

Policy 1.11.5 Within 12 months of the effective date of this amendment to the Comprehensive Plan, the City shall adopt LDRs for springs protection utilizing as a guide the BMPs contained in the document “Protecting Florida’s Springs Manual-Land Use Planning Strategies and BMPs” (FDCA and FDEP). These LDRs shall include but not be limited to standards for the use of native and drought tolerant species, clearing of vegetation, landscaping and arbor requirements, use of septic systems, identification and review of and buffering of karst features, creation of open space and efficient irrigation to maximize conservation of water.

Policy 1.11.6 The City shall establish fertilizer-free zones in all buffers surrounding spring heads, as well as adjacent to any surface waters, and wetlands which drain directly into a spring or spring run.

OBJECTIVE 1.12 All development on property where a spring or spring run is located shall be planned, designed, and implemented to limit environmental impacts to ground and surface water quality.

Policy 1.12.1 The following buffer areas apply to all development:

- a. 150 feet from the ordinary high water line of a spring head;
- b. 50 feet from the ordinary high water line along spring runs.

A perimeter vegetated swale will be allowed within the buffer around the spring head. Stormwater retention areas shall be located no less than 150 feet from the spring head to avoid direct discharge of overflow stormwater runoff.

Policy 1.12.2 All buffers that do not otherwise have native upland species shall be planted or supplemented with plants and grasses recommended in the Florida-Friendly Landscaping guidelines provided by the Florida Friendly Yard and Neighbors Program. Buffers must be designed to accommodate vegetated swales meeting land development code requirements to provide additional filtering of stormwater runoff.

Policy 1.12.3 Agriculture shall implement BMPs to minimize environmental impacts to a spring head or spring runs.

Policy 1.12.4 Silviculture activities shall comply with best management practices outlined in “Silviculture and Agriculture Best Management Practices Manuals” (Florida Department of Agriculture and Consumer Services). The City shall encourage long-crop rotation silviculture, minimum tillage farming, and unimproved pasture.

Policy 1.12.5 Residential and commercial land owners shall be encouraged to use BMPs, including Florida-Friendly Landscaping and Florida-Friendly Yard practices and guidelines provided by the Florida Yard and Neighbors program, to ensure proper use of water, fertilizer, herbicides, and pesticides. The City will make available to all Homeowners’ Associations (HOAs) guidelines promoting Florida-Friendly practices such as native plant landscaping, proper use of fertilizer, and lower water use turf grasses.

Policy 1.12.6 The City shall provide for all commercial maintenance providers to be certified by a board, program or agency that educates on fertilizer impacts.

OBJECTIVE 1.13 In addition to the above, all developers of property on which a spring or spring run is located shall submit a Spring Protection Plan (Plan) for consideration and adoption by the City into the site plan or development order as appropriate. Each Plan shall address the following issues and shall be implemented with specific conditions to:

Policy 1.13.1 Mining and industrial or heavy commercial uses which store or generate hazardous materials/waste shall not be permitted in spring buffers or in surface drainage basins with direct surface water outfall into spring head or spring run, without proper measures to ensure protection of ground water and surface water.

Policy 1.13.2 Drainage basins with direct surface water discharge into spring head or spring run shall provide OFW 1.5 times water treatment criteria as required by SWFWMD. Irrigated turf grass will be restricted from spring buffers and limited to a maximum 50% of open space in drainage basins with direct surface water discharge into spring head or spring run.

Policy 1.13.3 A minimum percentage of 25% open space calculated for drainage basins within the development that have direct surface water discharge into spring head or spring run. Open space may be achieved by any of the following techniques, or any combination thereof: Clustering, preserved open space, trails and pedestrian pathways corridors, and, where appropriate, utility and stormwater treatment corridors, to form a greenway system. Credit towards the 25% open space shall also be given for the use of pervious pavement, underground exfiltration trenches and other aquifer recharge mechanisms that retain runoff water and recharge the aquifer.

Policy 1.13.4 Implement a water quality monitoring program providing periodic sampling and testing of surface and groundwater quality. Baseline sampling will begin prior to construction. Results shall be reported to the applicable regulatory agency and to a person designated by the City.

Policy 1.13.5 Participate in any local education “adopt a spring” type program and other incentive and volunteer spring awareness and protection programs.

HAZARDOUS WASTE

OBJECTIVE 1.14 The City shall cooperate with Department of Environmental Protection and Sumter County to develop programs to properly dispose of hazardous waste.

Policy 1.14.1 The City shall cooperate with Sumter County and Department of Environmental Protection in workshops and "amnesty day" programs on management of hazardous waste.

Policy 1.14.2 The City shall incorporate into the City-wide conservation program criteria concerning the protection of natural resources from adverse effects of hazardous waste generation.

Policy 1.14.3 When developing a hazardous waste management program through cooperative workshops with Department of Environmental Protection and Sumter County the identification including quantity, type and location of hazardous waste shall be accomplished.

CHAPTER 7

INTERGOVERNMENTAL COORDINATION ELEMENT

Goals, Objectives and Policies

Any and All Florida Statutes, Florida Administrative Code Regulation or Other Regulations Referenced in this Element Shall be Enforced as it Existed on the Date of Adoption or Amendment of this Element and are to Include any Amendments to the Referenced Regulation, Statute or Code Adopted After the Date of Adoption or Amendment of this Element.

GOAL 1 The City shall coordinate the activities of the City of Wildwood with affected federal, state, regional and local jurisdictions and agencies.

OBJECTIVE 1.1 The City shall annually identify all existing and potential relationships with other governmental jurisdictions and agencies, and enforce policies to further efforts concerning coordination between all potential jurisdictions and agencies.

Policy 1.1.1 The City shall use the Intergovernmental Coordination Element of the Comprehensive Plan as the basis for the development of an on-going intergovernmental coordination program.

Policy 1.1.2 The City shall establish and maintain lines of communication with public agencies and local governments regarding local planning and development activities.

Policy 1.1.3 The City shall ensure the widest possible dissemination of information and encourage public discussion of all proposed City plans and programs.

Policy 1.1.4 The City shall require developers to assess their needs regarding essential services (electric, gas, etc.) and the developer shall seek confirmation of future availability from appropriate utility suppliers. Confirmation shall be provided by the utility to the City Development Services Department during the planning stages of development but no later than the issuance of a development permit.

Policy 1.1.5 The City of Wildwood Development Services Department shall maintain close contact with public utilities that provide essential services to assure continuity and availability of service.

Policy 1.1.6 The City of Wildwood and Sumter County will coordinate on Planning, Water and Sewer, Roads, Parks and Recreation, Fire Services, Library Services, Workforce Housing, Solid Waste, Stormwater, Geographic Information Systems, Law Enforcement, Mosquito Control, and Animal Control pursuant to an Interlocal Service Boundary and Joint Planning Agreement adopted by the City on April 13, 2009, Ordinance No. 2009-10, and by the County on April 14, 2009, Ordinance 2009-07.

OBJECTIVE 1.2 The City of Wildwood shall coordinate the Comprehensive Plan with Sumter County School Board, Southwest Florida Water Management District, the Florida Department of Transportation, adjacent local government comprehensive plans and other units of local government providing services but not having regulatory authority over land.

Policy 1.2.1 The City shall, as part of the Comprehensive Plan Review and Amendment Process, coordinate proposed plan amendments with adjacent local governments, the Sumter County School Board, the Southwest Florida Water Management District, the Withlacoochee Regional Planning Council and other local governments not having regulatory authority over the use of land.

Policy 1.2.2 The City Manager, or designee, shall be responsible for the implementation of the intergovernmental programs.

Policy 1.2.3 The City shall establish procedures to ensure intergovernmental coordination with the Sumter County School Board for the location of educational facilities within the City limits, including:

a. Upon written notice from the Sumter County School Board informing the City of the acquisition or leasing of property to be used for new public education facilities, the City shall notify the School Board within 45 days as to the consistency with the Wildwood Comprehensive Plan.

b. The City Manager, or designee, shall meet semi-annually with the Sumter County School Board superintendent or designee in order to discuss upcoming planning issues which may impact the Sumter County School District, a particular school or planning efforts.

Policy 1.2.4 The City shall identify and participate in joint processes for collaborative planning on population projections, school siting, facilities with City-wide significance and problematic land uses.

Policy 1.2.5 The City shall review for potential impact all projects proposed in the City of Wildwood by other agencies.

Policy 1.2.6 The City shall annually review the relationship of the proposed development of the City of Wildwood to the Sumter County Comprehensive Plan.

Policy 1.2.7 The City shall enforce regulations to ensure that other jurisdictions and agencies are not adversely impacted by activities within the City.

Policy 1.2.8 The City shall request copies and review all plans and programs being proposed by other area government entities with known or potential impacts on the City.

Policy 1.2.9 The City shall resolve any and all conflicts with other local governments through the Regional Planning Council's dispute resolution process only if such conflicts cannot be resolved by negotiation with the other government entity.

Policy 1.2.10 The City shall notify the County of all proposed annexations upon receipt of requests for such annexations.

Policy 1.2.11 The City shall coordinate with the Southwest Florida Water Management District to assure the consistency of the 10-Year Water Supply Facilities Work Plan with the District's Regional Water Supply Plan.

OBJECTIVE 1.3 Ensure through adopted Interlocal Agreements, the City of Wildwood addresses through coordination mechanisms, the impacts of developments proposed in the Wildwood Comprehensive Plan on development in adjacent municipalities, the County, Region and State.

Policy 1.3.1 The City shall ensure all proposed development is not contrary to the development plans of the County, region and state prior to issuance of development orders.

Policy 1.3.2 The City shall establish policies to address a joint process with the Sumter County School Board for collaborative planning and decision making concerning population projections and school siting.

OBJECTIVE 1.4 The City shall acquire the approval of any State, Local or Regional entity having operational and maintenance responsibilities of public facilities within the City jurisdiction prior to establishing level of services for such public facilities.

Policy 1.4.1 The City shall coordinate proposed level of service standards for public facilities with state, regional and local entities having operational and maintenance responsibilities for such facilities.

OBJECTIVE 1.5 The City shall strive to maintain and enhance joint planning processes and procedures for coordination of public education facilities for planning and decision-making.

On an ongoing basis, the City shall establish new and review existing coordination mechanisms that will evaluate and address its comprehensive plan and programs and their effects on the comprehensive plans developed for the adjacent local governments, school board, and other units of local government providing services but not having regulatory authority over use of land and the State, by an annual county-wide forum, joint meetings or other types of forums with other agencies. Assistance for this effort shall be requested from regional and state agencies, as needed.

Policy 1.5.1 On an annual basis, the City shall ask the School Board to provide information from their five-year Capital Facilities Plan to determine the need for additional school facilities. The School Board shall provide to the County, each year, a general education facilities report. The educational facilities report shall contain information detailing existing facilities and their locations and projected needs. The report shall also contain the School Board’s capital improvement plan, including planned facilities with funding representing the district’s unmet needs.

CALENDAR OF KEY ANNUAL DEADLINES

February 1	Cities’ and County’s Growth Reports Provided to School Board
April 15	Staff working group meeting re enrollment projections and any proposed amendments to the school-related elements of the comprehensive plan provisions
June 30	School Board provides Tentative Educational Facilities Plan to County and Cities for review
July 30	Cities and County provide School Board with comments, if any, on Tentative Educational Facilities Plan
September 1	School Board’s adoption of Educational Facilities Plan
September 1	Update of Five-Year Capital Facilities Plan adopted into City’s and County’s comprehensive plans

Policy 1.5.2 In order to coordinate the effective and efficient provision and siting of public educational facilities with associated infrastructure and services within the City of Wildwood, the Sumter County Board of County Commissioners, the Sumter County School Board, and the City of Bushnell Council, Center Hill Council, City of Coleman Council, and City of Webster Commission shall meet jointly to develop mechanisms for coordination. Such efforts may include:

1. Coordinated submittal and review of the annual capital improvement program of the City, the annual educational facilities report and Five-year School Plant Survey of the Sumter County School Board.
2. Coordinated review and assessment of the associated costs and expenditures of siting and developing schools with needed public infrastructure.
3. Coordinated review of residential planned developments or mixed use planned developments involving residential development.

4. Use of a unified data base including population (forecasts of student population), land use and facilities.
5. Use of the Parks/Schools Planning Group (with representatives from each of the entities) to review coordinated siting of schools with parks for multi-functional use. Directives resulting from the joint meeting shall be incorporated into the Comprehensive Plan, Land Development Regulations, and other appropriate mechanisms as deemed necessary.

OBJECTIVE 1.6 Interlocal Service Boundary and Joint Planning Agreement with Sumter County The City shall continue to coordinate with Sumter County regarding planning, building permitting and code enforcement, future annexation areas, water and sewer, roads, parks and recreation, fire services, library services, workforce housing, solid waste, stormwater, geographic information systems, law enforcement, mosquito control, and animal control pursuant to the effective Interlocal Service Boundary and Joint Planning Agreement (ISBA), consistent with Chapter 171 Part II, Florida Statutes. The ISBA assures the following:

1. Land use decisions are consistent with the comprehensive plan of each jurisdiction;
2. Annexations of unincorporated areas are coordinated and consistent with planned future service areas;
3. Expansion of water and sewer service is coordinated, efficient, and supports the growth and development of each community; and
4. Future municipal growth and expansion is supported through a unified effort across jurisdictions and supported with planned public services.

Policy 1.6.1 Interlocal Service Boundary and Joint Planning Area Agreements Adopted by Reference The Interlocal Service Boundary and Joint Planning Area Agreements adopted by the Sumter County Board of County Commissioners by Ordinance 2009-07, as amended, and the City of Wildwood City Commission by Ordinance No. 02009-10, as amended, is hereby adopted within the comprehensive plan by reference.

Policy 1.6.2 Joint Planning Area and Municipal Services Area A Joint Planning Area and Municipal Services Area is hereby established between the City of Wildwood and Sumter County to combat urban sprawl, provide an energy efficient land use pattern, and to manage growth in an environmentally sensitive manner that protects rural areas within the county. The Joint Planning Area, as shown on Map 1-11, shall serve as the Municipal Services Area, more specifically defined in Sections 171.202(11) and 163.3171, Florida Statutes.

Policy 1.6.3 Annexation within the Joint Planning Area The City may annex any property within their respective Joint Planning Area, including property that is not

contiguous, that creates enclaves, or that creates pockets, if the property proposed for annexation meets the following criteria:

1. It is consistent with the prerequisites to annexation and consent requirements for annexation in Section 171.204 and Section 171.205, Florida Statutes;
2. Utilities are available or scheduled within the Capital Improvements Element to be provided to the property within five (5) years;
3. A road directly impacted by the annexation, meaning such road directly abuts the property or otherwise provides significant service to the property, is not a substandard road, as defined by the Transportation Element, or deficiencies are mitigated through a binding agreement; and
4. All other municipal services are available to the site.

Policy 1.6.4 Proposed Future Land Use Map Designations within the Joint Planning Area The proposed future land use designations for properties within the Joint Planning Area shall be depicted on Map 1-12. Upon annexation into the City, the City shall amend the Future Land Use Map to include the annexed property. If the future land use of the annexed property is consistent with the proposed future land uses depicted on the Joint Planning Area Map 1-12 then the amendment shall be considered a small scale future land use map amendment pursuant to Section 171.204(2), Florida Statutes. The proposed future land uses shown on Map 1-12 are not effective until such time as the property is annexed into the City and the City's Future Land Use Map is amended to include the annexed property. The underlying County future land use shall remain in full force and effect until such time as the annexation and related amendment are effective.

Policy 1.6.5 Amendments to the Joint Planning Area Boundary The Joint Planning Area boundary may be expanded to include a parcel or parcels of property for annexation following joint approval by the City of Wildwood and the County. Approval shall not be unreasonably withheld if the property meets the criteria for annexation and there is no increase in density or intensity of development. If there is an impasse, the City and the County will resolve through the dispute resolution process provided in the ISBA. The expanded Joint Planning Area shall not take effect until the City's and County's Future Land Use Maps are amended and approved by the Florida Department of Economic Opportunity as required by Section 163.3184(3), Florida Statutes.

Policy 1.6.6 Amendments to Proposed Future Land Use on the Joint Planning Area Maps Amendments to the proposed future land use on the Joint Planning Area Map shall require joint approval by the City and the County. The amendment to the Joint Planning Area Map shall not take effect until the City's and County's Future Land Use Maps are amended and approved by the Florida Department of Economic Opportunity as required by Section 163.3184(3), Florida Statutes.

Policy 1.6.7 Issuance of Development Orders The City shall have the sole authority to issue development orders within its municipal limits. The County shall have the sole authority to issue development orders within unincorporated areas. However, the County, pursuant to the ISBA, shall provide the City the professional staff support for the

processing, review, and approval of building permits and other building inspection services.

Policy 1.6.8 Land Development Regulations The City's land development regulations shall apply for development within its municipal limits. The County's land development regulations shall apply for development within unincorporated areas. However, the City's Design District Standards, as amended, shall apply to properties within the Joint Planning Area, as further described in the ISBA.

Chapter 8

CAPITAL IMPROVEMENTS ELEMENT

Goals, Objectives and Policies

Any and All Florida Statutes, Florida Administrative Code Regulation or Other Regulations Referenced in this Element Shall be Enforced as it Existed on the Date of Adoption or Amendment of this Element and are to Include any Amendments to the Referenced Regulation, Statute or Code Adopted After the Date of Adoption or Amendment of this Element.

GOAL 1 The City of Wildwood shall implement a capital planning program that provides and maintains public facilities and services through the use of sound fiscal policies.

OBJECTIVE 1.1 Capital Improvements Program The City shall adopt each year, as part of the budget process, a Capital Improvements Program (CIP) that meets the needs of the City of Wildwood for the construction of capital facilities necessary to meet existing deficiencies, to accommodate desired future growth and to replace obsolete or worn-out facilities.

Policy 1.1.1 The City shall adopt a Capital Improvements Budget in congruence of the annual budgeting process which evaluates current, short range and long range needs for infrastructure. An annual capital improvement budget as well as a five-year forecast of projects will be an ongoing practice. The five-year plan will require consideration of construction costs, inflation and impacts on other operating revenues.

Policy 1.1.2 The Capital Improvements Element shall include projects identified in other elements of the comprehensive plan such as utilities, transportation, recreation and open space, and public school facilities.

Policy 1.1.3 The Capital Improvements Program shall be updated annually by all affected Departments within the City to incorporate any necessary adjustments in prioritization or evaluation of proposed projects.

Policy 1.1.4 The following priorities shall be used to determine which projects are included in the CIP:

1. To remove a direct and immediate threat to the public health or safety.
2. Necessary to meet or maintain established levels of service.
3. Essential for the maintenance of existing facilities or infrastructure.
4. Increase the efficiency of existing facilities or infrastructure.
5. Will accommodate new development or redevelopment anticipated in this plan.
6. Whether the project competes with other facilities that have been or could reasonably be provided by other government entities or the private sector.

7. The revenue-generating potential of the project.
8. Whether the project leverages additional benefits to the City, such as offers to donate land or services by the private sector and/or other governmental entities.

Policy 1.1.5 Adoption of TIP. The City hereby adopts by reference, the Lake-Sumter MPO TIP, FDOT Five-Year Work Program and Sumter County 5-Year TIP for FY 2011/2012 through 2015/2016, as adopted by the appropriate governing body.

Policy 1.1.6 The City shall review the 10-Year Water Supply Facilities Work Plan (Work Plan) annually together with the 5-Year Schedule of Capital Improvements to include related work projects identified in the first five years of the Work Plan.

Policy 1.1.7 Capital Improvements identified in the first five years of the Work Plan shall be included in the 5-Year Schedule of Capital Improvements. This schedule shall be updated annually, as necessary, to maintain consistency with the capital projects with the capital projects identified in the Work Plan.

OBJECTIVE 1.2 Coordination of Land Use Decisions The City of Wildwood shall coordinate land use decisions and available or projected fiscal resources with a schedule of capital improvements which maintains adopted level of service standards and meets the existing and future facility needs.

Policy 1.2.1 The City shall use the development approval process to ensure coordination of the level of service standards in the area of proposed development. Such development will not be approved until public facilities in the proposed area meet or exceed the level of service standards.

Policy 1.2.2 Provisions for facilities to serve development for which development orders were issued prior to plan adoption will be as directed by the City's existing codes and ordinances.

Policy 1.2.3 The City shall have provisions for the availability of public facilities and services needed to support development concurrent with the impacts of such development. Public facility and service availability shall be sufficient if the public facilities and services for a development are phased, or the development is phased, so that the public facilities and those related services which are deemed necessary by the local government to operate the facilities necessitated by that development, are available concurrent with the impacts of the development in accordance with the requirements of Florida Statutes. Adequate water supplies and facilities shall be available to serve new development no later than the date on which the local government anticipates issuing a certificate of occupancy or its equivalent.

OBJECTIVE 1.3 Level of Service (LOS) The City shall utilize level of service criteria defined in the various Elements of this Plan when determining the timing and funding of capital facilities.

Policy 1.3.1 The City of Wildwood hereby adopts the following guidelines and procedures: All plan amendments and requests for new development shall meet at a minimum:

- a. The intent and polices of the Comprehensive Plan, Future Land Use Element and Capital Improvements Element.
- b. The adopted LOS Standards as follows for all facilities and services required by the City of Wildwood.
- c. The economic feasibility requirements of the Capital Improvements Element of the Comprehensive Plan.
- d. The requirements of appropriate state and regional agency plans.
- e. The minimum requirements for concurrency as set forth in the administrative rules of the state.

<u>Category</u>	<u>Level of Service Standard</u>
Water	300 gallons per day per ERC
Sewer	250 gallons per day per ERC
Solid Waste	2.04 lbs/capita/day (in accordance with the level of service established by the County – Source: Sumter Utilities Element Policy 4.3.1.2)
Drainage Facilities	Stormwater facilities shall be designed to accommodate the 25-year, 24-hour design storm to meet the water quality and quantity standards that follow:

- a. **Water Quantity** Peak post-development runoff shall not exceed peak pre-development runoff rates.
- b. **Water Quality** Treatment of stormwater runoff shall be required for all development, redevelopment and, when expansion occurs, existing developed areas. The stormwater treatment system or systems can be project specific, serve sub-areas within the City or be a system to serve the entire City. Regardless of the area sewed and in accordance with Chapter 17-25, F.A.C., the stormwater treatment systems must provide a level of treatment for the runoff from the first one (1) inch of rainfall for projects in drainage basins of 100 acres or more, or *as* an option for projects with drainage basins less than 100 acres, for the first one-half (1/2) inch of runoff in order to meet receiving water quality standards of Chapter 17-302, Section 17-302.500, F.A.C. Stormwater discharge facilities shall be designed so as to not lower receiving water quality or degrade the receiving water body below the minimum conditions necessary to assure the suitability of water for the designated use of its classification as established in Chapter 17-302, F.A.C. It is intended that rill standards in these citations are to apply to all development and redevelopment and that

any exemptions or exceptions in these citations including project size thresholds, are not applicable.

Infill residential development within improved residential areas or subdivisions existing prior to the adoption of this comprehensive plan, must ensure that its post-development stormwater runoff will not contribute pollutants which will cause the runoff from the entire improved area or subdivision to degrade receiving water bodies and their water quality as stated above.

Recreation

Neighborhood Parks	2 acres per 1,000 population
Community Parks	3 acres per 1,000 population
Regional Parks	5 acres per 1,000 population

OBJECTIVE 1.4 New Development Future development will bear a proportionate cost of needed facility improvements through equitable and legally available means.

Policy 1.4.1 Development will bear an equitable and proportionate share of the cost of providing new or expanded public facilities required to maintain adopted levels of service through mechanisms such as impact fees, capacity fees, developer dedications, developer contributions pursuant to land development regulations and special benefit assessment/taxing districts.

Policy 1.4.2 The City shall continue to use the various impact fees to support the implementation of the Capital Improvements Program.

Policy 1.4.3 The City shall regularly evaluate the following:

- a. Whether the present fee levies are adequate to address impacts of inflations.
- b. Whether the City needs to appropriate new impact fees.
- c. Whether capacity fees, user charges, special benefit assessment/taxing district and other mechanisms are adequately and fully meeting the fiscal demands placed on the City by new development.

Policy 1.4.4 Development orders may only be issued where the required levels of service are being met concurrent with current or projected development. A valid Certificate of Concurrency is proof that the applicant has met such criteria. This approval is required prior to the issuance of any development order.

Policy 1.4.5 The City Land Development Regulations shall be amended to require developers to supply data outlining the demand of their project on all infrastructure.

Policy 1.4.6 All developers creating a deficiency upon any infrastructure facility with an adopted level of service standard shall upgrade the deficient facility so the adopted level of service is maintained.

OBJECTIVE 1.5 Management of Process The City will seek to manage its fiscal resources efficiently in order to insure funds are available to implement capital facilities needs and priorities.

Policy 1.5.1 Adoption of annual budgets shall include a specific capital budget, which shall implement adequate funding sources and be consistent with the Capital Improvements Element.

Policy 1.5.2 To ensure optimum strategies for financial feasibility, the City shall review and evaluate available and potential funding sources to ensure a financial strategy exists to adequately fund the 5-Year Capital Improvements Plan. If alternative funding sources are not successfully adopted and implemented on the schedule identified, the City shall either:

- a. Increase the rates of current revenue sources or implement other available sources such that the schedule of capital improvements is adequately funded in each budget year; or
- b. Amend the Plan Elements including level of service (LOS) standards and the schedule of capital improvements, as appropriate and necessary, such that internal consistency of the Plan and financial feasibility are maintained.

Policy 1.5.3 To ensure optimum strategies for financial feasibility, the City shall review and evaluate available and potential funding sources to ensure a financial strategy exists to adequately fund long term improvements. Alternative funding sources and mechanisms may include:

- a. Establishment of Municipal Services Benefit Units (MSBUs) for transportation funding.
- b. Implementation of impact fees to assist in the funding of new facilities.
- c. Encourage large projects to form Community Development Districts (CDDs) to share the cost of infrastructure funding.
- d. Establishment of special assessments on property owners.
- e. Combination of funding sources.

Policy 1.5.4 The City will actively seek grants from federal, state and other sources (including private funding), where available and when appropriate, to supplement or fully finance capital facility construction.

Policy 1.5.5 The City shall only consider long-term borrowing in the absence of current revenue to commit to capital improvements.

Policy 1.5.6 The Capital Improvements Program shall embody and be consistent with the following:

- a. Maintenance of existing infrastructure, including renewal/replacement of worn-out facilities and rehabilitation/reuse of existing facilities, shall be specifically projected and the funding identified.
- b. Debt obligations shall be specifically identified and projected to ensure compliance with debt covenants, including coverage requirements.
- c. A debt management strategy and set of criteria, which shall be based upon the debt management principles set out in Policy 1.5.6.
- d. Maintenance of levels of undesignated reserves adequate to serve sound public fiscal management purposes.
- e. Equity of the uses of a revenue source relative to the populace generating the revenue.

Policy 1.5.7 Management of Debt The City shall manage debt issuance and obligations according to sound public fiscal management principles, including the following:

- a. Debt issuance will be included in the City's long-term capital plan.
- b. The City will only issue debt to fund capital expenditures that have an expected life greater than five (5) years.
- c. Debt may not be issued for a period of more than forty (40) years or the expected useful life of the asset being funded, whichever is less.
- d. The maximum ratio of total debt service to total revenue shall be 15%.
- e. Total City debt will not exceed one hundred percent (100%) of the taxable value of property located within the City.
- f. Credit enhancement will be utilized when necessary to lower total borrowing costs.

Policy 1.5.8 The City will expend revenue generated by the citizens of Wildwood for capital facilities in a manner consistent with this Comprehensive Plan only.

CAPITAL IMPROVEMENTS IMPLEMENTATION

A 5-year schedule of capital improvements is included in this section of the Capital Improvements Element. This schedule is the mechanism by which the City of Wildwood utilizes to stage the timing, location, cost, and revenue sources required for capital projects that effect concurrency as derived from other elements of the Comprehensive Plan. The 5-year schedule demonstrates the financial feasibility of the concurrency-related capital needs of the City of Wildwood.

City of Wildwood
5 - Year Schedule of Capital Improvements

Transportation						
City Projects						
City Revenue Source:	Phase	Fiscal Year				
		2012/2013	2013/2014	2014/2015	2015/2016	2016/2017
General/Special/Debt						
New Debt Borrowing/Bonds						
Developer Contributions						
Grants						
All Other Revenues						
Revenues Total:		\$0	\$0	\$0	\$0	\$0
Expenditures/ Projects:						
Expenditures Total		\$0	\$0	\$0	\$0	\$0
ANNUAL BALANCE		\$0	\$0	\$0	\$0	\$0
Sumter County Projects						
County Funded Projects:	Phase	Fiscal Year				
		2012/2013	2013/2014	2014/2015	2015/2016	2016/2017
C-468 Interchange with Florida Turnpike		\$1,566,000	\$829,000	\$5,345,000	\$4,000,000	
C-462 Widening from US 301 to C-466A		\$900,000	\$5,800,000			
C-466 Widening from CR 209 to US 301		\$450,000	\$2,000,000	\$3,500,000		
C-466A Phase III - Widening from US 301 to Powell Road		\$2,300,000	\$2,468,438	\$2,200,000		
C-468 Widening from SR 44 to Turnpike				\$5,000,000	\$4,100,000	
C-468 Widening from US 301 to Florida Turnpike						
Total		\$5,216,000	\$11,097,438	\$16,045,000	\$8,100,000	\$0
FDOT Projects						
FDOT Funded Projects:	Phase	Fiscal Year				
		2012/2013	2013/2014	2014/2015	2015/2016	2016/2017
C-466W from CR 209 to US 301 Resurfacing	CON			\$1,612,903		
Huey Street/CR 44a CSX Crossing - Rail Safety Project		\$209,076				
SR 35 (US 301) from CR 470 to SR 44	PD&E	\$10,000	\$1,000,000			
SR 35 (US 301) N of CR 204 to Marion County Line - Add lanes and reconstruct	AD	\$1,361,993				
	CON-SUP	\$1,379				
CR 466 at US 301 - Add Turn Lane(s)	PE	\$8,500				
	CON		\$619,769			
SR 35 (US 301) N of CR 232 to N of NE 110 Road	CON-SUP	\$5,155				
	PE	\$2,262				
US 301 at SR 44 - Add turn lane(s)	CON-SUP	\$206,108				
	PE	\$27,759		\$65,557		
	ROW	\$9,260	\$174,030			
	CON					\$465,664
	CON-SUP					\$5,615
Total		\$1,836,337	\$1,798,954	\$1,678,460	\$0	\$471,279
Potable Water						
City Projects						
City Revenue Source:	Phase	Fiscal Year				
		2012/2013	2013/2014	2014/2015	2015/2016	2016/2017
General/Special/Debt						
New Debt Borrowing/Bonds						
TIE and Connection Fees		\$2,525,959	\$85,371	\$128,057	\$256,113	\$341,484
Developer Contributions						
Grants						
All Other Revenues						
Revenues Total:		\$2,525,959	\$85,371	\$128,057	\$256,113	\$341,484
Expenditures/ Projects:						
Champagne Farms WTP (Phase 1)	DES	\$213,000				
	CON				\$8,238,000	
Champagne Farms Transmission System - 24" main extension to SR 44	CON				\$4,206,000	
Champagne Farms Transmission System - 24" main extension to CR 214/CR 209 intersection	CON				\$5,814,000	
Expenditures Total		\$213,000	\$0	\$0	\$18,258,000	\$0
ANNUAL BALANCE		\$2,312,959	\$2,398,330	\$2,526,387	-\$15,475,500	-\$15,134,016

City of Wildwood
5 - Year Schedule of Capital Improvements

Sanitary Sewer and Reuse Projects						
City Projects						
City Revenue Source:	Phase	Fiscal Year				
		2012/2013	2013/2014	2014/2015	2015/2016	2016/2017
General/Special/Debt						
New Debt Borrowing/Bonds						
TIE and Connection Fees		\$3,269,884	149,146	\$223,718	\$357,436	\$596,580
Developer Contributions						
Grants						
All Other Revenues						
Revenues Total:		\$3,269,884	\$149,146	\$223,718	\$357,436	\$596,580
Expenditures/ Projects:						
Expenditures Total		\$0	\$0	\$0	\$0	\$0
ANNUAL BALANCE		\$3,269,884	\$3,419,030	\$3,642,748	\$4,000,184	\$4,596,764
Drainage (Stormwater) Projects						
City Projects						
City Revenue Source:	Phase	Fiscal Year				
		2012/2013	2013/2014	2014/2015	2015/2016	2016/2017
General/Special/Debt						
New Debt Borrowing/Bonds						
Developer Contributions						
Grants						
All Other Revenues						
Revenues Total:		\$0	\$0	\$0	\$0	\$0
Expenditures/ Projects:						
Expenditures Total		\$0	\$0	\$0	\$0	\$0
ANNUAL BALANCE		\$0	\$0	\$0	\$0	\$0
Recreation Projects						
City Projects						
City Revenue Source:	Phase	Fiscal Year				
		2012/2013	2013/2014	2014/2015	2015/2016	2016/2017
General/Special/Debt		\$35,000				
New Debt Borrowing/Bonds						
Developer Contributions						
Grants						
All Other Revenues						
Revenues Total:		\$35,000	\$0	\$0	\$0	\$0
Expenditures/ Projects:						
High Street Tot Lot	CON	\$35,000				
Expenditures Total		\$35,000	\$0	\$0	\$0	\$0
ANNUAL BALANCE		\$0	\$0	\$0	\$0	\$0

Italics = Unfunded

*Partially Funded

EXECUTIVE SUMMARY

PUBLIC HEARING - 2ND FINAL READING

SUBJECT: Ordinance O2013-02: The Villages of Wildwood

Adoption of Ordinance O2013-02

REQUESTED ACTION:

- Work Session (Report Only)
 Regular Meeting

DATE OF MEETING: March 11, 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: _____

HISTORY/FACTS/ISSUES:

On January 14, 2013 the City Commission moved to transmit to the state reviewing agencies Ordinance O2013-02 which amends Policy 1.7.3 of the Future Land Use Element of the City's Comprehensive Plan. Policy 1.7.3 is specific to The Villages of Wildwood Development of Regional Impact (DRI).

The City did not receive any comments from the state reviewing agencies on the amendment.

The amendment accomplishes the following within The Villages of Wildwood DRI:

- Removes the cap of a maximum of 66 residential dwelling units.
- Increases the maximum residential acreage from 15% to 40%.
- Adds clarifying language so that it is clear that the percentage distribution ranges from the minimum percentage to the maximum percentage.

The text amendment will not grant additional entitlements. All impacts have been addressed through the DRI process. Residential units can only be constructed through the land use conversion matrix contained within the DRI Development Order. Thus, any increase in residential units must be offset with a decrease in other uses as specified in the Development Order.

Staff recommends the adoption of Ordinance O2013-02.



Jason McHugh
Development Services Coordinator

ORDINANCE NO. O2013-02

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA; PROVIDING FOR TEXT AMENDMENTS TO POLICY 1.7.3 OF THE FUTURE LAND USE ELEMENT OF THE ADOPTED LOCAL COMPREHENSIVE PLAN; PERTAINING TO THE VILLAGES OF WILDWOOD DEVELOPMENT OF REGIONAL IMPACT; IN ACCORDANCE WITH THE COMMUNITY PLANNING ACT OF 2011; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Villages of Wildwood Development of Regional Impact, herein referred to as “The Villages,” is a mixed-use development located within the municipal limits of the City of Wildwood, Florida;

WHEREAS, The Villages is governed by The Villages of Wildwood Development of Regional Impact Development Order and Policy 1.7.3 of the Future Land Use Element of the City of Wildwood Comprehensive Plan; and

WHEREAS, The Villages wish to amend Policy 1.7.3 of the Future Land Use Element of the City of Wildwood Comprehensive.

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

SECTION 1. Policy 1.7.3 of the Future Land Use Element of the Comprehensive Plan pertains solely to The Villages. The lands contained within The Villages subject to Policy 1.7.3 are legally described as follows:

**VILLAGES OF WILDWOOD
DEVELOPMENT OF REGIONAL IMPACT**

SECTION 4, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA:

THE LAND LYING IN SECTION 4, TOWNSHIP 19, SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF THE SOUTHWEST ¼ OF SAID SECTION 4, RUN S00°22'17"W, ALONG THE WEST LINE OF THE SOUTHWEST ¼ OF SAID SECTION 4 A DISTANCE OF 50.00 FEET TO THE

SOUTH RIGHT OF WAY OF WAY OF COUNTY ROAD 466A AND THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE S89°30'00"E, ALONG SAID RIGHT OF WAY A DISTANCE OF 2208.01 FEET; THENCE DEPARTING SAID RIGHT OF WAY, S00°29'59"W, 294.99 FEET; THENCE S11°45'51"W, 115.75; THENCE S03°11'42"E, 88.78 FEET; THENCE S20°58'27"E, 62.51 FEET; THENCE S26°51'45"E, 59.88; THENCE S39°43'42"E, 51.33 FEET; THENCE S72°01'33"W, 298.77 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 3,572.15 FEET AND A CHORD BEARING AND DISTANCE OF S21°25'12"E, 351.44 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°38'21", A DISTANCE OF 351.58 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 40.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 122°10'41", A DISTANCE OF 85.30 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 171.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 98°54'59", A DISTANCE OF 295.22 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH ½ OF SAID SOUTHWEST ¼; THENCE N89°32'24"W, ALONG SAID SOUTH LINE A DISTANCE OF 249.33 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 170.00 FEET AND A CHORD BEARING AND DISTANCE OF N26°31'56"W, 303.33 FEET TO WHICH A RADIAL LINE BEARS S53°23'12"E; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 126°17'27", AN ARC DISTANCE OF 374.71 FEET TO THE POINT OF TANGENCY; THENCE N89°40'39"W, 166.79 FEET; THENCE S00°19'21"W, 269.89 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH ½ OF SAID SOUTHWEST ¼; THENCE N89°32'24"W, ALONG SAID SOUTH LINE A DISTANCE OF 521.40 FEET TO A POINT ON THE EAST LINE OF THE WEST 789.00 FEET OF SAID SOUTHWEST ¼; THENCE DEPARTING SAID SOUTH LINE N00°22'17"E, ALONG SAID EAST LINE A DISTANCE OF 15.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 15.00 FEET OF THE WEST 789.00 FEET OF SAID NORTH ½ OF THE SOUTHWEST ¼; THENCE DEPARTING SAID EAST LINE N89°32'24"W, ALONG SAID NORTH LINE A DISTANCE OF 298.30 FEET TO A POINT ON THE EAST LINE OF WEST 490.70 FEET OF SAID NORTH ½ OF THE SOUTHWEST ¼; THENCE DEPARTING SAID NORTH LINE N00°22'17"E, ALONG SAID EAST LINE A DISTANCE OF 466.70 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 481.70 FEET OF SAID NORTH ½ OF THE SOUTHWEST ¼; THENCE DEPARTING SAID EAST LINE N89°32'24"W, ALONG SAID NORTH LINE A DISTANCE OF 490.70 FEET TO A POINT ON SAID WEST LINE THE SOUTHWEST ¼; THENCE DEPARTING SAID NORTH LINE N00°22'17"E, ALONG SAID WEST LINE A DISTANCE OF

794.16 FEET TO THE POINT OF BEGINNING; LESS: THE RIGHT OF WAY OF COUNTY ROAD 139; AND

SECTIONS 8, 9, 16 AND 17, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA:

A PARCEL OF LAND BEING PORTIONS OF SECTIONS 8, 9, 16 AND 17, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING SOUTHEASTERLY OF THE SOUTHEASTERLY RIGHT OF WAY LINE OF CSX RAILWAY AND LYING NORTHEASTERLY OF THE NORTHEASTERLY RIGHT OF WAY LINE OF STATE ROAD NUMBER 44, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF "KERL & MILLER SUBDIVISION 1ST ADDITION", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 55, SUMTER COUNTY RECORDS, FLORIDA; THENCE N65°13'12"W, ALONG THE SOUTH BOUNDARY LINE THEREOF AND ALONG THE NORTHWESTERLY EXTENSION THEREOF FOR A DISTANCE OF 874.89 FEET; THENCE S22°30'28"W 716.00 FEET TO THE SOUTH LINE OF THE NW 1/4 OF THE SW 1/4 OF AFORESAID SECTION 8; THENCE N89°28'01"W ALONG SAID SOUTH LINE FOR A DISTANCE OF 611.48 FEET; THENCE DEPARTING SAID SOUTH LINE, S00°25'18"E, 471.13 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF STATE ROAD NUMBER 44; THENCE THE FOLLOWING 22 COURSES ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE: S70°31'17"E, 296.92 FEET; THENCE S71°43'13"E, 300.33 FEET; THENCE S70°31'17"E, 350.12 FEET; THENCE S69°02'54"E, 2190.00 FEET; THENCE N20°57'06"E, 293.00 FEET; THENCE S69°02'54"E, 312.68 FEET; THENCE S00°40'13"W, 307.04 FEET; THENCE S69°02'55"E, 390.88 FEET; THENCE S20°57'06"W, 5.00 FEET; THENCE S69°02'55"E, 1,118.84 FEET; THENCE S69°02'53"E, 943.81 FEET; THENCE N18°38'47"E, 10.01 FEET; THENCE S69°02'55"E, 337.76 FEET; THENCE S20°57'06"W, 5.00 FEET; THENCE S69°02'58"E, 131.89 FEET; THENCE S69°02'49"E, 68.11 FEET; THENCE S68°11'21"E, 200.02 FEET; THENCE S20°57'06"W, 5.00 FEET; THENCE S65°58'19"E, 400.58 FEET; THENCE S64°37'01"E, 200.60 FEET; THENCE S65°48'19"E, 300.48 FEET; THENCE S67°34'23"E, A DISTANCE OF 271.85 FEET TO THE INTERSECTION OF THE WESTERLY LINE OF OAK PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 32, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE DEPARTING AFORESAID NORTHEASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 44, RUN N00°37'16"E, ALONG THE WEST LINE OF SAID OAK PARK A DISTANCE OF 606.23 FEET TO A POINT ON THE NORTH LINE OF SAID "OAK PARK"; THENCE S89°43'00"E ALONG SAID NORTH LINE 401.81 FEET TO A POINT ON THE EAST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 947, PAGE 7, RECORDED IN THE

PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE N00°33'26"E ALONG SAID EAST LINE 394.18 FEET TO A POINT ON THE SOUTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 1419, PAGE 616, RECORDED IN PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE N60°44'37"W ALONG SAID SOUTH LINE 834.76 FEET TO THE WEST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORD BOOK 1419, PAGE 616; THENCE N00°35'51"E, ALONG SAID WEST LINE A DISTANCE OF 536.64 FEET TO A POINT ON THE NORTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORD BOOK 1419, PAGE 616 AND THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 16; THENCE DEPARTING SAID WEST LINE S89°30'39"E, ALONG SAID NORTH LINES THEREOF A DISTANCE OF 56.08 FEET TO THE INTERSECTION OF SAID NORTH LINES AND THE SOUTH RIGHT-OF-WAY OF THE CSX RAILWAY; (THE FOLLOWING 7 COURSES ARE ALONG SAID SOUTH RIGHT OF WAY OF THE CSX RAILWAY); THENCE DEPARTING SAID NORTH LINES N51°31'53"W, 1,333.10 FEET; THENCE S00°29'25"W, 12.69 FEET; THENCE N51°31'53"W, 30.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWEST AND HAVING A RADIUS OF 1,928.30 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°40'39", AN ARC DISTANCE OF 460.32 FEET; THENCE N65°12'32"W, 2,448.41 FEET; THENCE N00°24'18"E, 10.98 FEET; THENCE N65°12'32"W, 1,418.92 FEET TO THE EAST LINE OF KERL AND MILLER SUBDIVISION 1ST ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 55, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTH RIGHT OF WAY OF THE CSX RAILWAY S24°48'19"W, ALONG SAID EAST LINE A DISTANCE OF 1,133.40 FEET TO THE POINT OF BEGINNING.

AND

A PORTION OF SECTIONS 8 AND 9, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE CSX RAILWAY RIGHT-OF-WAY ADJACENT TO AND NORTHEASTERLY OF TAX PARCELS G08=096, G08=019, G08=022, G09=009 AND G09=008; SAID RIGHT-OF-WAY BOUNDED ON THE WEST BY THE NORTHERLY EXTENSION OF THE EASTERLY LINE OF "KERL & MILLER SUBDIVISION 1st ADDITION" AS RECORDED IN PLAT BOOK 2, PAGE 55 OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA AND BOUNDED ON THE EAST BY A LINE BEING AT RIGHT ANGLES TO THE SOUTH RIGHT-OF-WAY LINE OF AFOREMENTIONED CSX RAILWAY BEGINNING AT ITS INTERSECTION OF THE SOUTH LINE OF SAID SECTION 9, LESS THE RIGHT-OF-WAY FOR COUNTY ROAD NUMBER 44A.

AND

THAT LAND LYING IN SECTIONS 8 AND 9, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 8 RUN N00°29'25"E, ALONG THE EAST LINE THEREOF A DISTANCE OF 317.95 FEET TO THE NORTHERLY RIGHT-OF-WAY OF C-44A ACCORDING TO THE RIGHT-OF-WAY MAP ON FILE IN THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE AND ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING COURSES: N57°12'30"W, 18.62 FEET; THENCE N65°08'45"W, 55.69 FEET; THENCE N64°55'26"W, 27.20 FEET; THENCE N65°09'05"W, 652.79 FEET; THENCE S71°31'02"W, 3.69 FEET; THENCE N65°35'30"W, 10.02 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY OF COUNTY ROAD 139 AS RECORDED IN OFFICIAL RECORDS BOOK 2088, PAGE 193, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY AND ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY THE FOLLOWING COURSES: N19°25'59"W, 39.56 FEET; THENCE N25°04'43"E, 239.29 FEET TO THE NORTH BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2131, PAGE 399, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY AND ALONG SAID NORTH BOUNDARY AND THE SOUTHEASTERLY EXTENSION THEREOF, S65°09'05"E, 715.62 FEET; THENCE DEPARTING THE SOUTHEASTERLY EXTENSION OF SAID NORTH BOUNDARY, S00°57'59"W, 295.85 FEET TO SAID NORTHERLY RIGHT-OF-WAY OF C-44A; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING COURSES: N65°02'56"W, 21.89 FEET; THENCE N57°12'30"W, 20.22 FEET TO THE POINT OF BEGINNING.

SECTION 2. The text amendments to Policy 1.7.3 of the Future Land Use Element of the City of Wildwood Comprehensive Plan are shown in attached "Exhibit A." The amendments are attached hereto and are shown with ~~striketrough~~ for deletions and underline for additions.

SECTION 3. With the recommendations of the City Commission, the proposed amendments are hereby transmitted by the City Commission to the state land planning agency.

SECTION 4. All ordinances or parts of ordinances in conflict herewith, be, and the same are hereby repealed.

SECTION 5. 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 6. This Ordinance, if the amendment is not timely challenged, shall be effective 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, this Ordinance shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this Ordinance to be in compliance. No development orders, development permits, or land uses dependent upon this Ordinance may be issued or commenced before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this Ordinance may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

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

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

S E A L

Ed Wolf, Mayor

ATTEST: _____
Joseph Jacobs, City Clerk

First Reading: _____

Second Reading: _____

Approved as to form:

Jerri A. Blair, City Attorney

Ordinance O2013-02

“Exhibit A”

The Villages of Wildwood

Development of Regional Impact

Future Land Use Element Policy 1.7.3

Policy 1.7.3 The Villages of Wildwood DRI The City of Wildwood recognizes the uniqueness of the property known as The Villages of Wildwood DRI which is designated as such on the City of Wildwood's Future Land Use Map. The Villages of Sumter Development of Regional Impact (DRI) 3rd Substantial Deviation, Application for Development Approval (ADA) serves as supporting data and analysis for the project. The DRI is composed of a town center, office, commercial, institutional and other uses which are only a portion of the entire The Villages of Sumter DRI. Thus, the land uses lying within Wildwood are only a small part of the entire development plan and a portion of the allocation of mixed uses within the DRI. The ADA provides a comprehensive analysis of the suitability of the area and impacts from the DRI. This DRI analysis can be used by the City of Wildwood to guide the timing, location, type and amount of future development. Thus, the ADA, sufficiency responses and the DRI Development Order provide supporting data and analysis for the Future Land Use Map (FLUM) and text amendments. The boundaries of The Villages of Wildwood DRI are identified on the City's Future Land Use Map and subject to the following:

- a. The Villages of Wildwood DRI is a mixed use development that may include a functional integration of residential, retail, office, medical, attraction, hotel, institutional, recreation uses and supporting infrastructure (e.g. roads, water, sewer, etc.). All uses within the Villages of Wildwood may be located within the Town Center except for the Medical Campus. The planning timeframe for the project is 2008 through build-out in 2014. The maximum non-residential land use intensity shall not exceed 0.5 Floor Area Ratio (FAR), except for Town Centers and Medical Campus which shall not exceed 3.0 FAR. The maximum residential density shall not exceed 7 dwelling units per net residential acre ~~and is limited to a maximum of 66 units~~. All residential units are age-restricted and must be established through the use of the land use-trade off mechanism within the adopted DRI development order. Consistent with these intensity/density standards, the Village of Wildwood is limited to the following development entitlements:

Retail	1,288,258 SF
Office	14,400 SF
Hotel	200 rooms
Medical	300 hospital beds or equivalent medical uses
Theatre	8 screens
Institutional	49,714 SF

These entitlements may be converted through mechanisms described in the DRI development order. Conversions must not create an increase in public facility impacts and are limited to a maximum of 25% of the approved entitlements to maintain the character of development. Phasing for the project is based on development units (e.g. non-residential square footage and hospital beds) and is approximately divided into three year increments, but may proceed more quickly than projected. Interim land use activities for undeveloped land may include farming, and cattle and buffalo husbandry, provided such activities are not in

conflict with the Wildlife Habitat Management Plan approved by the FFWCC for the DRI. The mix of uses and distribution of uses (not including support infrastructure) as a percent of the project’s acreage shall be consistent with the following minimum and maximum ranges ~~are~~ as follows:

<u>Use</u>	<u>Minimum Permitted</u>	<u>Maximum Permitted</u>
<u>Commercial: Including Retail, Office, Hotel Convention/Performing Arts Center and Theater</u>	<u>55%</u>	<u>68%</u>
<u>Residential</u>	<u>0%</u>	<u>40%</u>
<u>Institutional/Educational</u>	<u>1%</u>	<u>3%</u>
<u>Medical Campus: Including Hospital, Clinic, Professional Offices, Pharmacy, Assisted Living Facility/ Skilled Nursing Facility</u>	<u>5%</u>	<u>15%</u>

~~Commercial: Including Retail, Office, Hotel
Convention/Performing Arts Center and Theater 55% to 68%
Residential 0% to 15%
Institutional/Educational 1% to 3%
Medical Campus: Including Hospital, Clinic,
Professional Offices, Pharmacy, Assisted Living
Facility/Skilled Nursing Facility 5% to 15%~~

This policy does not guarantee the approval of development orders which are in accordance with the percent distribution of acreage mix. The approval of development orders shall be consistent with this policy and other policies under Policy 1.7.3 and future conditions maps.

No vertical construction may occur within the Villages of Wildwood until the effective date of a Villages of Sumter DRI development order amendment to remove the entitlements identified above.

- b. The Villages of Wildwood DRI must be consistent with the supporting criteria in this policy. Policy 1.7.3 restates the relevant provisions within the City’s plan as it relates to the DRI, but exempts the project from all other comprehensive plan standards which do not relate to the project or have been superseded by Policy 1.7.3. This exemption is necessary in order to ensure that the DRI is developed consistently with the remainder of the Villages of Sumter DRI and considers those land uses that are outside of, but support, the portion within the City. The DRI must also be consistent with the City of Wildwood FLUM and future conditions maps.
- c. The Villages of Wildwood DRI will meet all required local, state and federal regulations as specified in the DRI development order and zoning requirements.

- d. The Villages of Wildwood DRI as analyzed in the ADA is determined to be suitable for the land uses proposed for the site and will remain compatible with the surrounding area through design requirements including standards for buffering and landscaping. The project will also be developed as an intense urban center providing the benefits of a mixed use project that will encourage pedestrian activity and other modes of transportation including sidewalks bike lanes and golf cart paths.
- e. The Villages of Wildwood DRI as analyzed in the ADA has determined there are approximately 25 acres of wetlands on-site. The wetlands will be protected or mitigated in accordance with the Southwest Florida Water Management District's Environmental Resource Permit (ERP) requirements. Wetlands impacted will be limited to isolated wetlands and may be mitigated off-site as provided by the conditions of the ERP. No development will be permitted within protected wetlands in accordance with the development order. Impacted wetlands can be developed in accordance with the DRI development order as long as the wetlands are mitigated as required under the ERP.
- f. The Villages of Wildwood DRI as analyzed in the ADA has identified the nesting of the Sherman Fox Squirrel on-site. No other listed plant or animal species or other environmental features have been identified. A habitat management plan must be developed and incorporated into the DRI development order which will direct the protection and/or mitigation of impacts to any listed species. The Habitat Management Plan also requires coordination with the Florida Game and Freshwater Fish Commission.
- g. Development of the Villages of Wildwood DRI will require coordination between the developer, the City of Wildwood and Sumter County. This may include the development of any necessary agreements between the developer of the DRI, one or more Community Development Districts, Sumter County and the City of Wildwood, either through joint or separate agreements, in the provision of services. The developer will also coordinate with the City in regards to capital improvement planning as required in this policy.
- h. New development within the Villages of Wildwood DRI must not degrade the adopted level of service for the public facilities required to serve this development. Water and sewer facilities will be provided by the Central Sumter Utility Company and not by the City of Wildwood. For transportation facilities, the DRI development order includes requirements for mitigating transportation impacts. If improvements are necessary, then the developer will coordinate with the City regarding any necessary capital planning which may include agreements to ensure the roads are mitigated.
- i. The Villages of Wildwood DRI will be developed in accordance with the following level of service standards and shall be used as the basis for determining the availability of facility capacity and the demand generated for the DRI.

Decisions regarding the issuance of development orders and permits for the DRI will be based upon coordination of the development requirements adopted as part Policy 1.7.3.

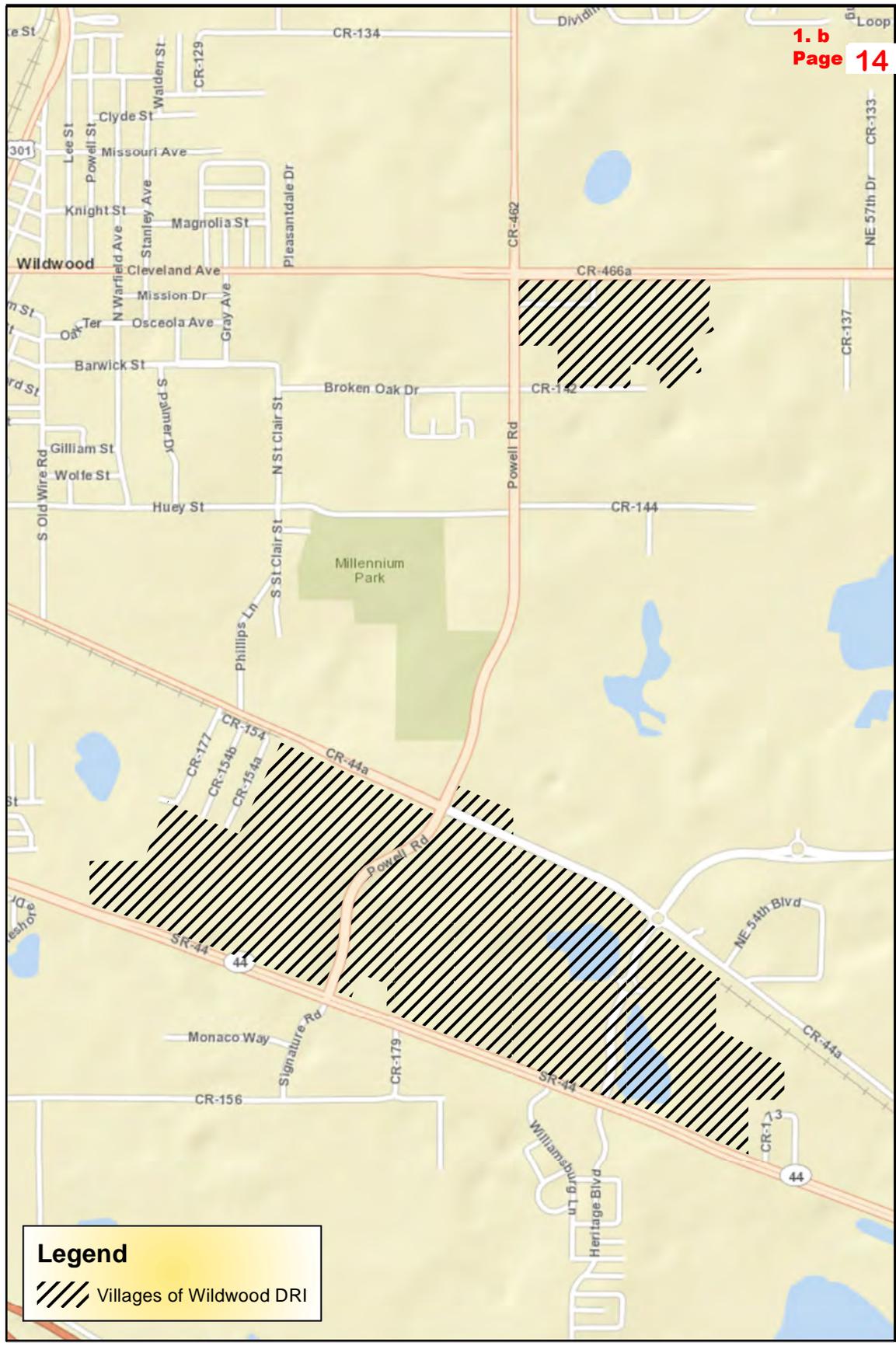
Level of Service Standards for the Villages of Wildwood DRI

(These level of service standards only apply within the boundaries of The Villages of Wildwood DRI as identified on the FLUM)

TRANSPORTATION FACILITIES			LEVEL OF SERVICE
Principal Arterial			D
Minor Arterial and others			D
POTABLE WATER AND SANITARY SEWER			LEVEL OF SERVICE
Land Use	Unit	Sanitary Sewer (GPD)	Potable Water (GPD)
Residential	Dwelling unit/day	115.9	118.6
Office	Gross SF	0.010	0.10
Hotel	Rooms	100	100
Retail/Service	Gross SF	0.15	0.15
Hospital	Beds	250	250
Theater	Seat	5	5
Educational/Institutional	Gross SF	0.15	0.15
DRAINAGE FACILITIES			
Stormwater facilities shall be designed to accommodate the 15-year, 24-hour design storm to meet the water quality and quantity standards below.			
WATER QUALITY and QUANTITY			
Treatment and attenuation of stormwater runoff shall be required for all development, redevelopment and, when expansion occurs, existing developed areas. Infill residential development within improved residential areas or subdivisions, which existed prior to the adoption of the comprehensive plan, must ensure that its post-development stormwater runoff will not contribute pollutants which will cause the runoff from the entire improved area to degrade receiving waters. Water quality and attenuation shall be deemed acceptable when the applicant has demonstrated compliance with Southwest Florida Water Management District Chapter 40D-4 and Chapter 40D-40, F.A.C.			
RECREATION FACILITIES			
The recreation facilities necessary for this site are provided in the Sumter County portion of the Villages of Sumter DRI. The developer may include parks and other recreation uses within the City but these facilities are in excess of required recreation level of service to serve the project. Thus, the developer will not rely on nor degrade the City's level of service standard for recreation.			

- j. The Villages of Wildwood DRI will include as part of this project sidewalks, bike lanes and golf cart paths to ensure the project is interconnected with the remainder of The Villages.
- k. The Villages of Wildwood DRI will mitigate for any required affordable housing impacts in accordance with the adopted development order.
- l. The developer will coordinate with the City of Wildwood in the provision of transportation facilities that may be necessary to mitigate for the DRI's impacts.

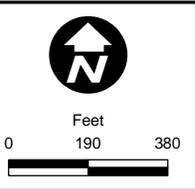
- No other public facilities (such as potable water and sewer) will be provided by the City of Wildwood. As part of any required mitigation, the developer will coordinate with the City to ensure the mitigation can be considered as part of the City's required capital improvement planning. The developer will also coordinate with any water suppliers in accordance with the Consumptive Use Permit to ensure that adequate water supplies are available to serve the DRI.
- m. Amendments to the DRI through the Notice of Proposed Change process pursuant to s. 3 80.06(19), FS, shall not require a plan amendment provided the change does not include the addition of land or a new use and is otherwise consistent with the comprehensive plan. Changes to a DRI Development Order adopted by the City of Wildwood shall be reflected in the Conceptual Master Plan and other zoning support documents as a ministerial function.
 - n. The Application for Development Approval, sufficiency responses and DRI Development Order for The Villages of Wildwood DRI provide the supporting data and analysis for the DRI land use designation on the FLUM.
 - o. The Villages of Wildwood DRI Development Order ensures consistency of the DRI land use designation on the FLUM with Policy 1.7.3 and future conditions maps of the Wildwood Comprehensive Plan.



I:\TerrGIS\Maps\Location - Villages of Wildwood DRI.mxd - 12/21/2012 3:12:40 PM - lonesal



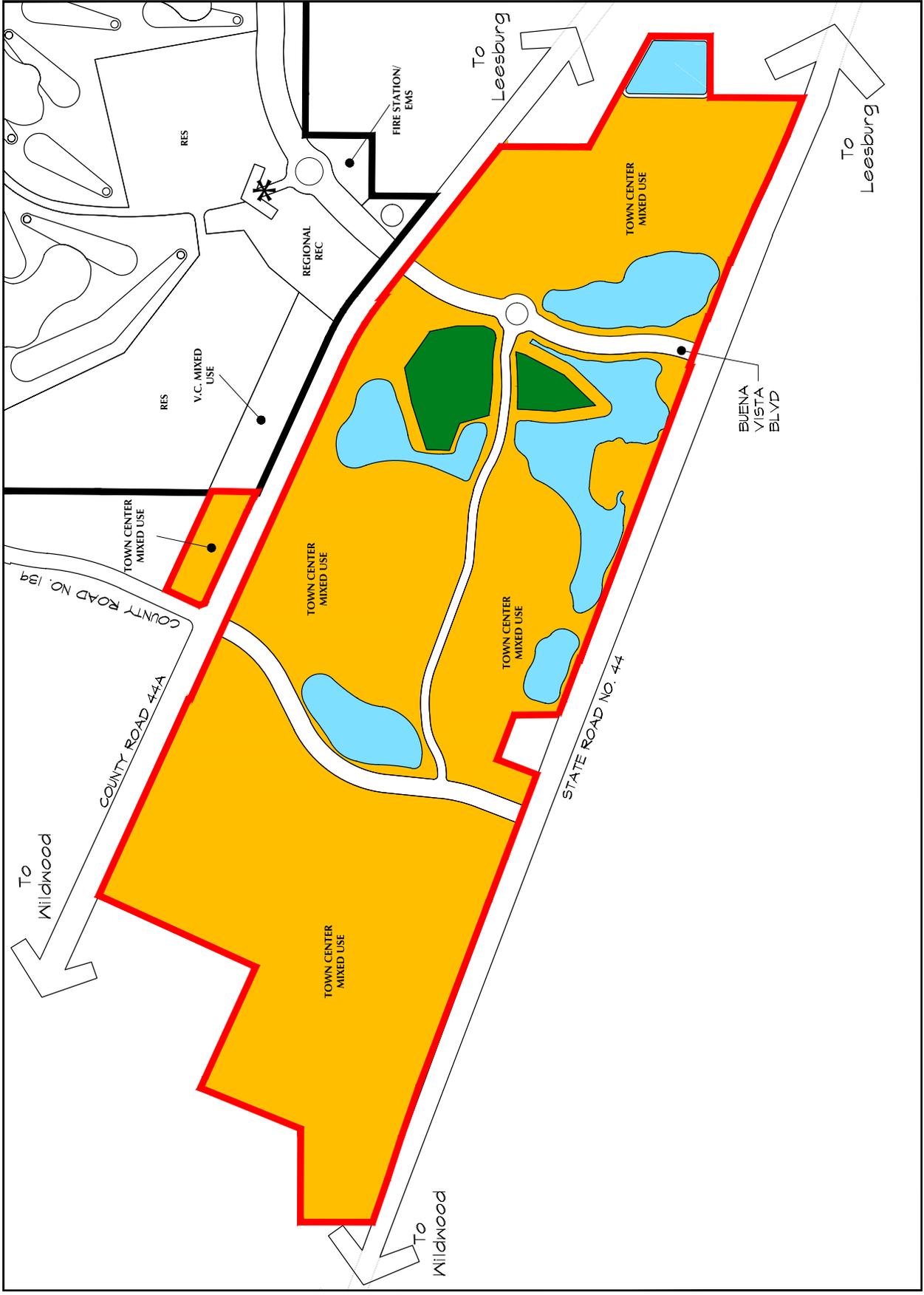
City of Wildwood
100 North Main Street
Wildwood, FL 34485
Phone: (352) 330-1330
www.wildwood-fl.gov



Villages of Wildwood DRI	
WILDWOOD, FLORIDA	
December 2012	Map 1

LEGEND

- VILLAGES OF SARTER DRI BOUNDARY
- VILLAGES OF WILDWOOD DRI BOUNDARY
- COUNTY LINE
- R.O.M.
- MIXED USE: May include one or more of the following: Retail, Service, Office, Hotel, Recreation, Residential, Professional, Life Care and Senior Living, Health Care, Education and associated storm water ponds
- EDUCATIONAL/INSTITUTIONAL
- STORMWATER
- WETLAND



MAP OF VILLAGES OF WILDWOOD DRI BOUNDARY

NOVEMBER, 2012

MASTER DEVELOPMENT PLAN



1020 Lake Sumter Landing
The Villages, Florida 32162

Amnett ENVIRONMENTAL LLC

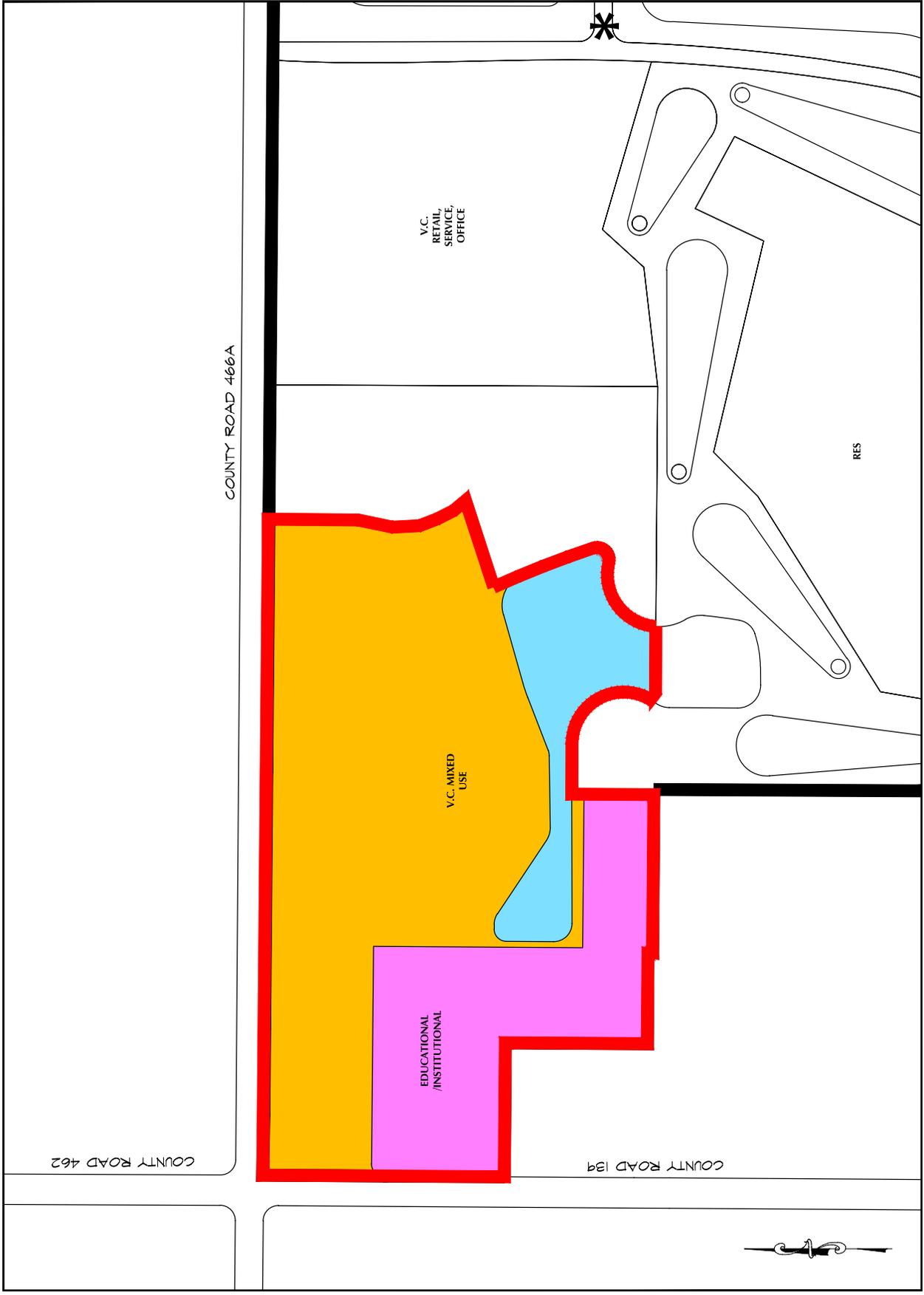
10384-JB-5000
Tel No. (352)753-4747 Fax No. (352)753-1286
Certificate of Accreditation Number: 27495



Date:	11-12-12
Drawn by:	KMK
Checked by:	SRV
Revisions:	

LEGEND

- VILLAGES OF SUMNER DRI BOUNDARY
- VILLAGES OF WILLOWOOD DRI BOUNDARY
- COUNTY LINE
- ROW
- MIXED USE
 May include one or more of the following:
 Retail, Service, Office, Hotel, Recreation,
 Residential, Institutional, Life Care
 associated with residential and
 associated storm water ponds
- EDUCATIONAL/INSTITUTIONAL
- STORMWATER
- WETLAND



MAP OF VILLAGES OF WILLOWOOD DRI BOUNDARY

NOVEMBER, 2012

MASTER DEVELOPMENT PLAN

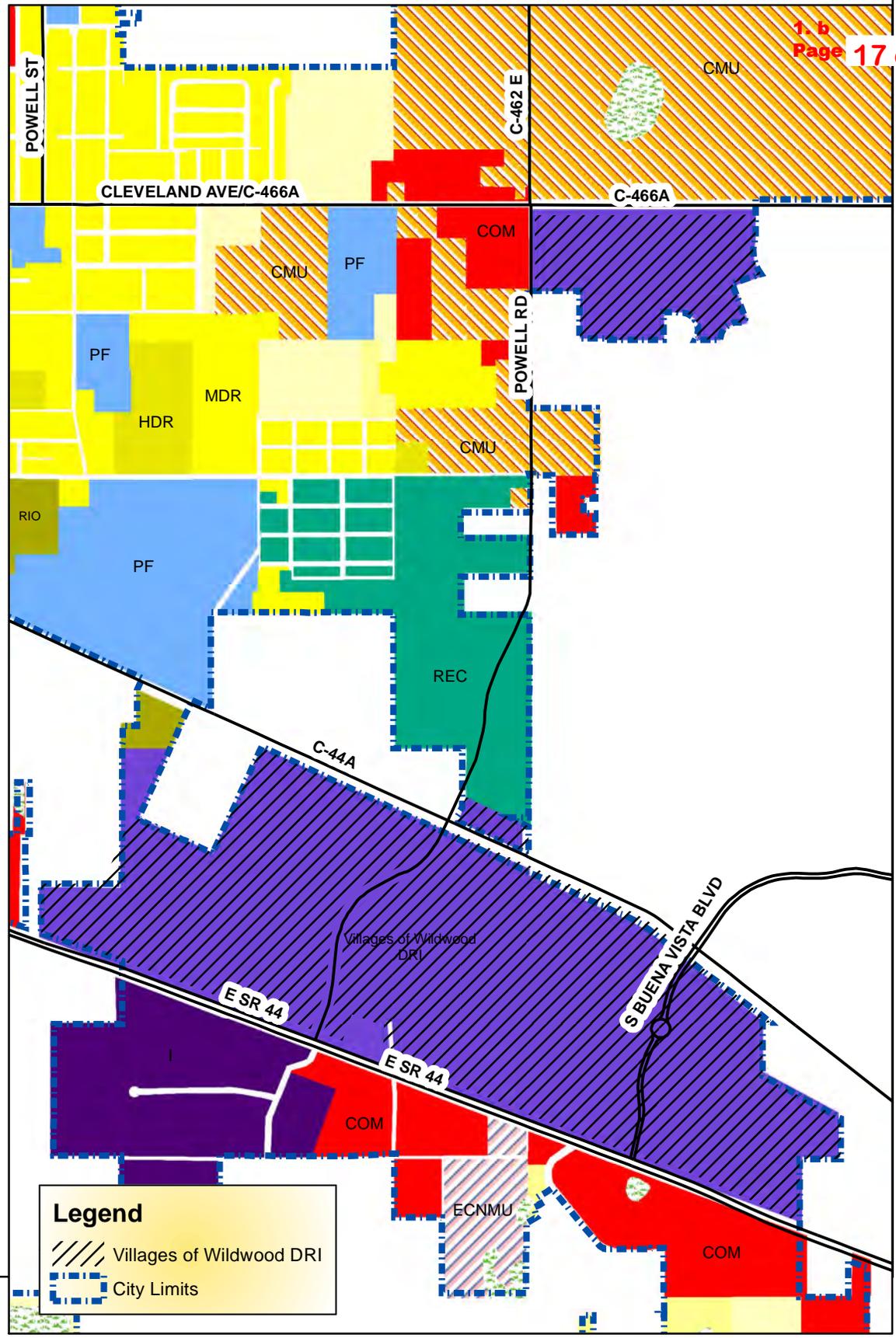


1020 Lake Sumter Landing
 The Villages, Florida 32162
Amnett
 ENVIRONMENTAL LLC
 10284 US Highway 17, Suite 6
 The Villages, Florida 32162
 Tel No: (352)753-4747 Fax No: (352)753-1286
 Certificate of Accreditation Number: 27495



Date:	11-12-12
Drawn by:	KMK
Checked by:	SRV
Revisions:	

Page 16 of 17



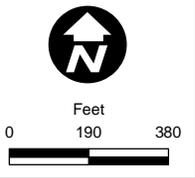
Legend

- Villages of Wildwood DRI
- City Limits

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



Villages of Wildwood DRI

Future Land Use
WILDWOOD, FLORIDA

December 2012

Map 1

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY
PUBLIC HEARING - 2ND FINAL READING

SUBJECT: Ordinance O2013-06: Annexation of Hughes Brother's Property

Approval of Ordinance O2013-06

REQUESTED ACTION:

- Work Session (Report Only)
- Regular Meeting

DATE OF MEETING:
 Special Meeting

March 11, 2013

~~February 25, 2013~~

CONTRACT:

N/A
 Effective Date: _____
 Managing Division / Dept: _____

Vendor/Entity: _____
 Termination Date: _____

BUDGET IMPACT: _____

- Annual
- Capital
- N/A

FUNDING SOURCE: _____

EXPENDITURE ACCOUNT: _____

HISTORY/FACTS/ISSUES:

The applicant, Chad Hughes on behalf of Hughes Brother's LLC, has submitted a voluntary annexation application for a 2.67 +/- acre property located just north of the intersection of CR 213/Walker Road and SR 44. The property to be annexed is a portion of Parcel G07=133.

Annexation into the City is appropriate because the property is contained within the City's Joint Planning Area with Sumter County, and the property owner is moving forward with developing the property.

The property is intended to be utilized as an office for a construction company. The Joint Planning Area has designated the subject property as Industrial which is consistent with the intended use of the property.

Staff recommends approval of Ordinance O2013-06.



Jason McHugh
Development Services Coordinator

ORDINANCE NO. 2013-06

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROVIDING FOR THE VOLUNTARY ANNEXATION OF CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 2.67 ACRES BEING GENERALLY LOCATED ON THE EAST SIDE OF CR 213 AND NORTH OF SR 44; IN SECTION 7, TOWNSHIP 19 SOUTH, RANGE 23 EAST; WHICH IS CONTIGUOUS TO THE CITY LIMITS OF THE CITY OF WILDWOOD, FLORIDA; PROVIDING THAT SECTION 1-14 OF THE CITY OF WILDWOOD CODE OF ORDINANCES IS AMENDED TO INCLUDE THE ANNEXED PROPERTY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. Based upon the petition of the owner of the following described real property, which is generally located on the east side CR 213 and north of SR 44, 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 Hughes Brothers, LLC is more particularly described as follows:

Portion of Parcel # G07=133
2.67 +/- Acres

LEGAL DESCRIPTION

THAT PORTION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF THE SAID NORTHWEST 1/4 OF SOUTHWEST 1/4, THENCE RUN S.00°10'59"W. ALONG THE WEST LINE OF SAID NORTHWEST 1/4 OF SOUTHWEST 1/4, A DISTANCE OF 560.00 FEET TO THE SOUTHWEST CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 583, PAGE 518 OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, THENCE RUN S.89°57'06"E. ALONG THE SOUTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 583, PAGE 518, A DISTANCE OF 25.00 FEET TO A POINT ON THE EAST

RIGHT OF WAY LINE OF COUNTY ROAD No. 213 AND THE POINT OF BEGINNING; THENCE CONTINUE S.89°57'06"E. ALONG SAID SOUTH LINE A DISTANCE OF 396.00 FEET, THENCE S.00°10'59"W. A DISTANCE OF 170.00 FEET, THENCE N.89°57'06"W. A DISTANCE OF 50.00 FEET, THENCE S.00°10'59"W. A DISTANCE OF 170.00 FEET, THENCE N.89°57'06"W. A DISTANCE OF 346.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF COUNTY ROAD No. 213, THENCE N.00°10'59"E. ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 340.00 FEET TO THE POINT OF BEGINNING; LESS AND EXCEPT THE NORTH 25.00 FEET THEREOF. SUBJECT TO COVENANTS, RESTRICTIONS AND EASEMENTS OF RECORD.

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

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

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

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

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

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

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

SEAL

ATTEST:

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

Joseph Jacobs, City Clerk

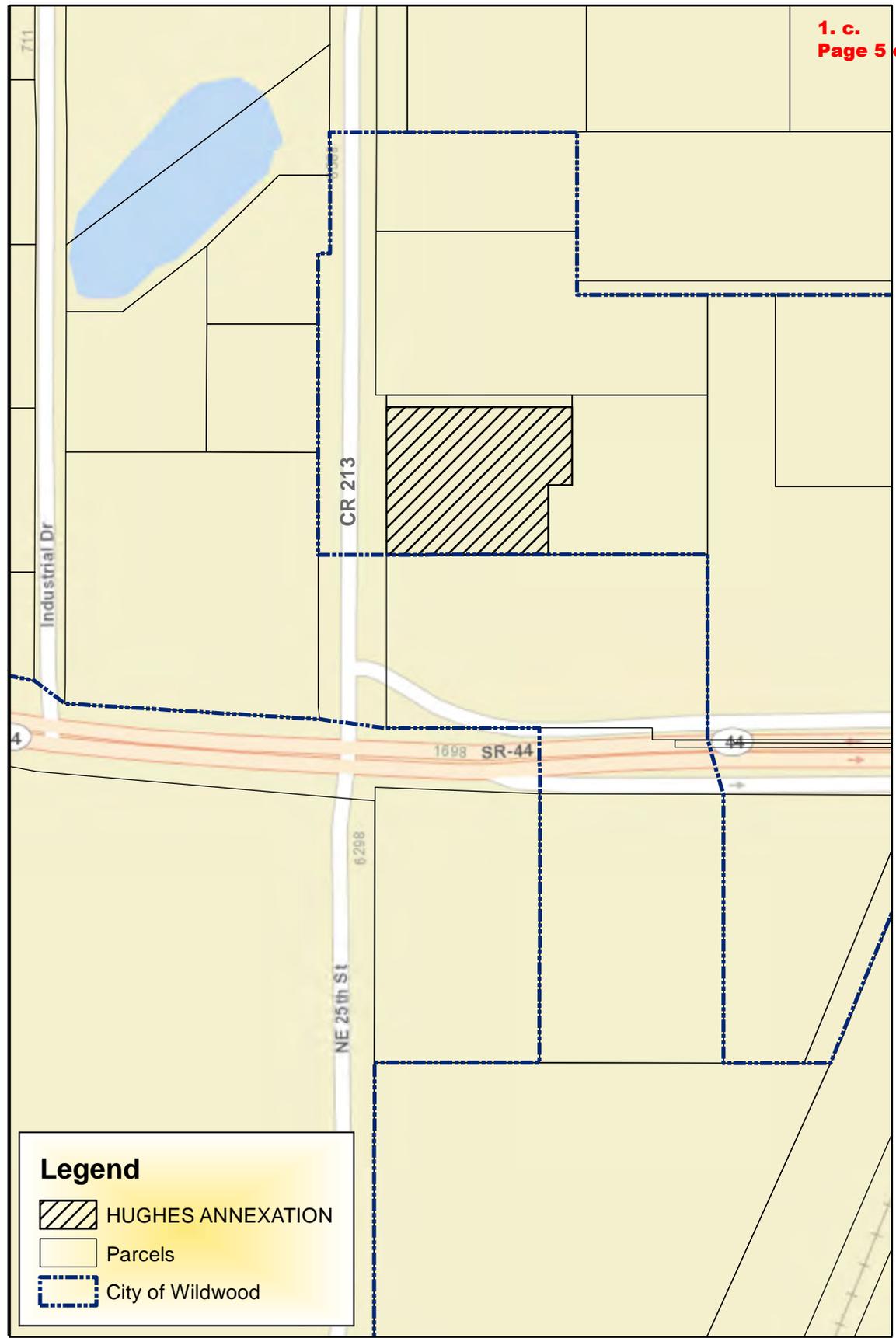
Ed Wolf, Mayor

First Reading: _____

Second Reading: _____

Approved as to form:

Jerri A. Blair, City Attorney



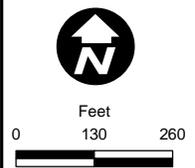
Legend

-  HUGHES ANNEXATION
-  Parcels
-  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



LOCATION MAP	
Hughes Brothers WILDWOOD, FLORIDA	
February 2013	Annexation

CITY COMMISSION OF THE CITY OF WILDWOOD

**EXECUTIVE SUMMARY
PUBLIC HEARING - 2ND FINAL READING**

SUBJECT: Ordinance O2013-07: Annexation of Williams Property

Approval of Ordinance O2013-07

REQUESTED ACTION:

- Work Session (Report Only)
- Regular Meeting

DATE OF MEETING:
 Special Meeting

March 11, 2013

~~February 25, 2013~~

CONTRACT:

N/A
 Effective Date: _____
 Managing Division / Dept: _____

Vendor/Entity: _____
 Termination Date: _____

BUDGET IMPACT:

- Annual
- Capital
- N/A

FUNDING SOURCE: _____
EXPENDITURE ACCOUNT: _____

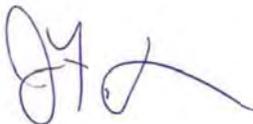
HISTORY/FACTS/ISSUES:

The property owner, Gary Williams, has submitted a voluntary annexation application for an approximate 1 acre piece of property located along CR 466 east of CR 209. The property to be annexed is a portion of Parcel D18=038.

Annexation into the City is appropriate because the property is contained within the City's Joint Planning Area with Sumter County, and the applicant is moving forward with developing the property.

The property is intended to be utilized for service and sales of lawn mowers. The property lies within the 466/301 Mixed Use District of the Joint Planning Area. The 466/301 Mixed Use District allows properties to be developed as commercial or residential. As such, the intended use of the property is consistent with the Joint Planning Area.

Staff recommends approval of Ordinance O2013-07.



Jason McHugh
Development Services Coordinator

ORDINANCE NO. 2013-07

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROVIDING FOR THE VOLUNTARY ANNEXATION OF CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 0.98 ACRES BEING GENERALLY LOCATED ON THE SOUTH SIDE OF CR 466 AND EAST OF CR 209; IN SECTION 18, TOWNSHIP 18 SOUTH, RANGE 23 EAST; WHICH IS CONTIGUOUS TO THE CITY LIMITS OF THE CITY OF WILDWOOD, FLORIDA; PROVIDING THAT SECTION 1-14 OF THE CITY OF WILDWOOD CODE OF ORDINANCES IS AMENDED TO INCLUDE THE ANNEXED PROPERTY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. Based upon the petition of the owner of the following described real property, which is generally located on the south side of CR 466 and east of CR 209, 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 Gary Williams, Trustee is more particularly described as follows:

Portion of Parcel # D18=038
0.98 +/- Acres

LEGAL DESCRIPTION

From the Northwest corner of the East ½ of the Southwest ¼ of the Northwest ¼ of Section 18, Township 18 South, Range 23 East, Sumter County, Florida, run S 00° 00'03" E, along the west line of the North ½ of the East ½ of the Southwest ¼ of the Northwest ¼ of said Section 18, a distance of 65.08 feet, to the south right-of-way of C-466; thence N 89° 30'42" E, along said south right-of-way, a distance of 238.72 feet, to the Point of Beginning of the following described parcel; from said Point of Beginning, continue N 89°30'42" E, along said south right-of-way, a distance of 142.89 feet, to a point that is 280.00 feet west of the East line of the North ½ of the East ½ of the Southwest ¼ of the Northwest ¼ of said Section 18; thence leaving said south right-of-

way, run S 00°00'05" E, and parallel with said East line of the North ½ of the East ½ of the Southwest ¼ of the Northwest ¼, a distance of 300.00 feet; thence S 89°30'42" W, a distance of 142.90 feet; thence N 00°00'03" W, a distance of 300.00 feet, to the Point of Beginning, and end of this description.

Area described contains 42,866.92 square feet, 0.984 acres.

Subject to easements, restrictions, reservations, and rights-of-way of record, if any.

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

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

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

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

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

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

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

SEAL

ATTEST:

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

Joseph Jacobs, City Clerk

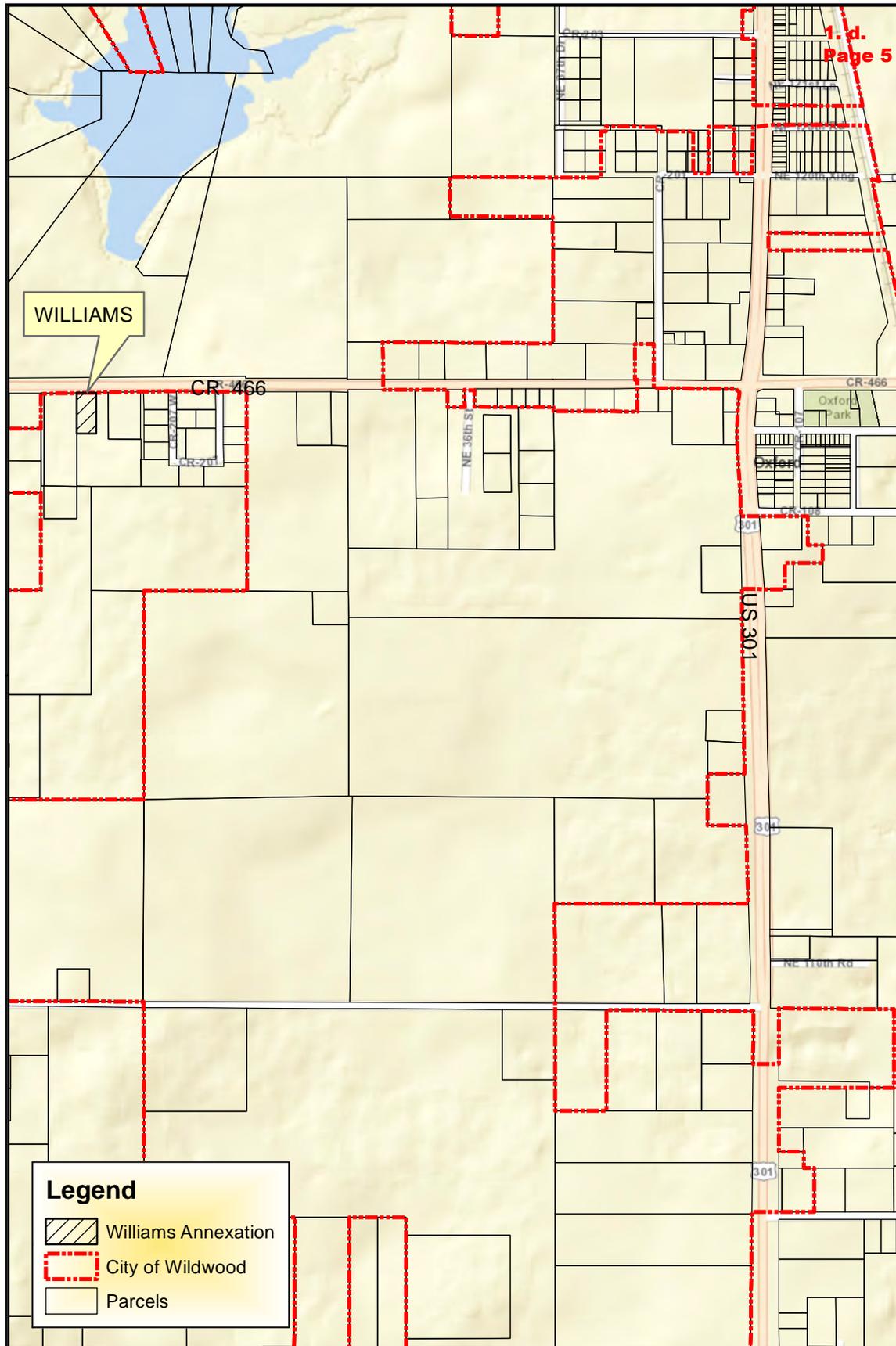
Ed Wolf, Mayor

First Reading: _____

Second Reading: _____

Approved as to form:

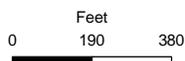
Jerri A. Blair, City Attorney



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



LOCATION MAP

WILLIAMS
WILDWOOD, FLORIDA

February 2013

ANNEXATION

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

PUBLIC HEARING - 2ND FINAL READING

SUBJECT: Ordinance O2013-08: Annexation of North 100' of Parcel D30=003

Approval of Ordinance O2013-08

REQUESTED ACTION:

- Work Session (Report Only)
- Regular Meeting

DATE OF MEETING:
 Special Meeting

March 11, 2013

~~February 25, 2013~~

CONTRACT:

N/A
 Effective Date: _____
 Managing Division / Dept: _____

Vendor/Entity: _____
 Termination Date: _____

BUDGET IMPACT: _____

- Annual
- Capital
- N/A

FUNDING SOURCE: _____

EXPENDITURE ACCOUNT: _____

HISTORY/FACTS/ISSUES:

The applicant, Gary Thurston on behalf of the R. William Futch, Trustee, has submitted a voluntary annexation application for the north 100' feet of Parcel D30=003. The property is located along CR 222 west of US 301.

All but the north 100' feet of Parcel D30=003 was annexed into the City in 2005. The north 100' was omitted from the original annexation because it would have created an enclave.

Annexation into the City is appropriate because the property is contained within the City's Joint Planning Area with Sumter County. The approval of the Joint Planning Area allows the City to annex properties that create enclaves.

Further, the applicant is moving forward with a 40 acre residential subdivision on the Futch properties (located to the west of Peppertree Apartments) that includes the property subject to the annexation.

Staff recommends approval of Ordinance O2013-08.



Jason McHugh
Development Services Coordinator

ORDINANCE NO. 2013-08

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROVIDING FOR THE VOLUNTARY ANNEXATION OF CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 1.5 ACRES BEING GENERALLY LOCATED ON THE SOUTH SIDE OF CR 222 AND WEST OF US 301; IN SECTION 30, 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 south side of CR 222 and west of US 301, 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 R. William Futch, Trustee, is more particularly described as follows:

Portion of Parcel # D30=003
1.5 +/- Acres

LEGAL DESCRIPTION

The North 100 feet of the East 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 30, Township 18 South, Range 23 East, Sumter County, Florida.

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

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

of Wildwood at the time of passage and approval of said laws and ordinances.

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

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

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

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

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

SEAL

ATTEST:

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

Joseph Jacobs, City Clerk

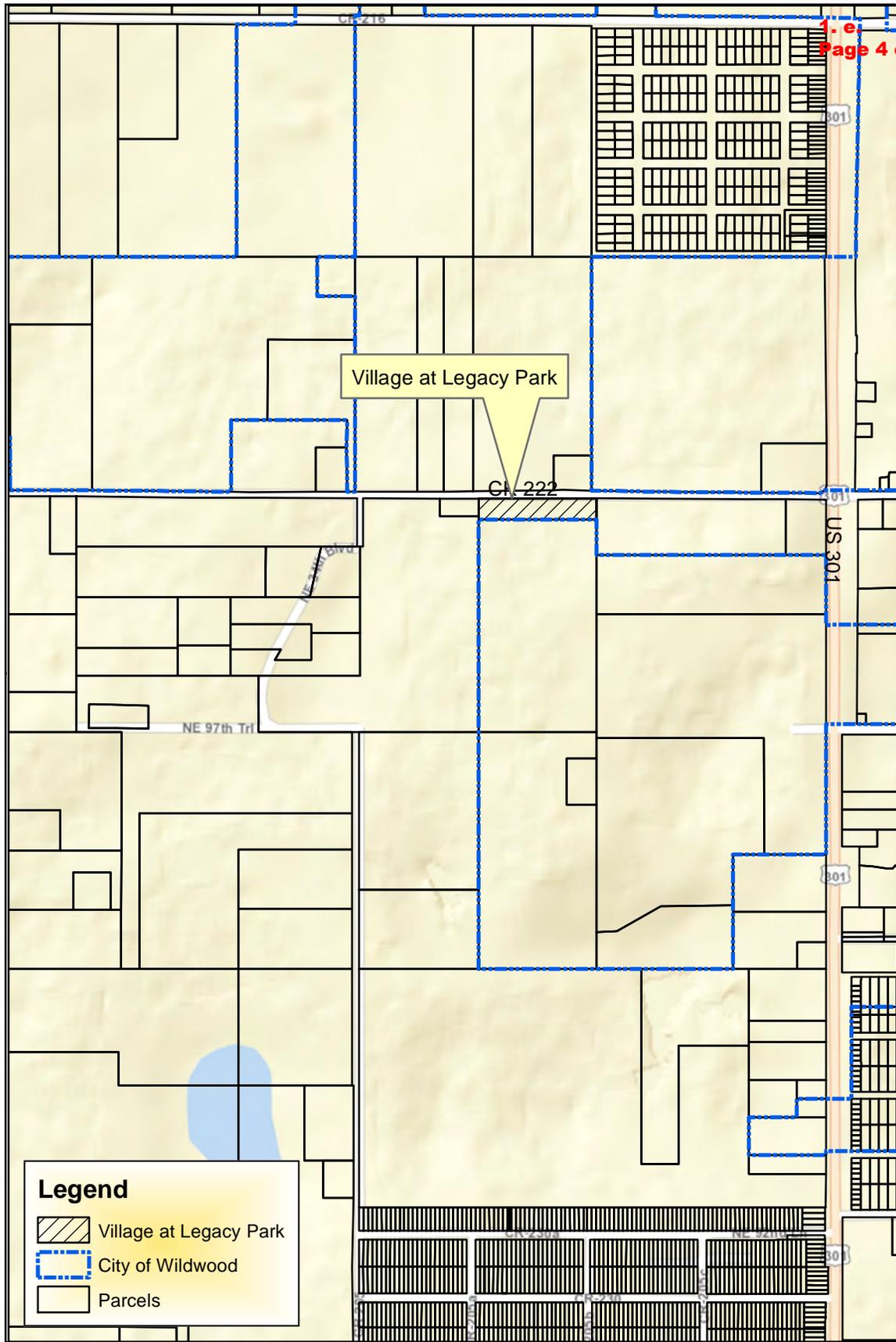
Ed Wolf, Mayor

First Reading: _____

Second Reading: _____

Approved as to form:

Jerri A. Blair, City Attorney



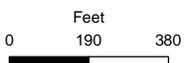
Legend

-  Village at Legacy Park
-  City of Wildwood
-  Parcels

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



LOCATION MAP

VILLAGE AT LEGACY PARK
WILDWOOD, FLORIDA

FEBRUARY 2013

ANNEXATION

March 2013

March 2013

Su	Mo	Tu	We	Th	Fr	Sa
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April 2013

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

2. b. 1.
Page 1 of 2

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Feb 24 - Mar 2	Feb 24	25	26	27	28	Mar 1	2
Mar 3 - 9	3	4	5	6	7	8	9
Mar 10 - 16	10	11 7:00 PM Commission Meeting	12	13	14	15	16
Mar 17 - 23	17	18	19	20	21 4:00pm 8:00pm TEEN COURT - Contact Person Erin Munz, Teen Court Coordinator 793-0215 Ext. 2737 (Monthly on the third Thursday) CR 112, CR 124 & Commission Chamber	22	23
Mar 24 - 30	24	25 7:00 PM Commission Meeting	26	27	28	29	30
Mar 31 - Apr 6	31	Apr 1	2	3	4	5	6

April 2013

April 2013						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May 2013						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

2. b. 1.
Page 2 of 2

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Mar 31	Apr 1	2	3	4	5	6	
Mar 31 - Apr 6			2:00 PM Code Enforcement 3:00 PM P&Z/Spec. Magistrate				
	7	8	9	10	11	12	13
Apr 7 - 13		7:00 PM Commission Meeting	6:00 PM Historical Assoc. Meeti				
	14	15	16	17	18	19	20
Apr 14 - 20					4:00pm 8:00pm TEEN COURT - Contact Person Erin Munz, Teen Court Coordinator 793-0215 Ext. 2737 (Monthly on the third Thursday) CR 112, CR 124 & Commission Chamber		
	21	22	23	24	25	26	27
Apr 21 - 27		7:00 PM Commission Meeting				9:00 AM Tree City USA	
	28	29	30	May 1	2	3	4
Apr 28 - May 4							

Communications Services Tax
Agreement for Access to Confidential State Tax Information
between

CITY OF WILDWOOD and the Florida Department of Revenue
(Local Government Name)

1. The Florida Department of Revenue, acting in its capacity as coordinator of the Communications Services Tax (CST) Information Sharing Website, and CITY OF WILDWOOD (Local Government) enter into this Agreement for the sharing of certain information specified in s. 213.053(8)(v), Florida Statutes (F.S.).
2. According to s. 213.053(8), F.S., when in receipt of information shared under this Agreement, the Local Government, its employees, its contractors, and any other person who may have access to confidential information obtained by the Local Government under this agreement shall be bound by all applicable laws imposing confidentiality requirements. These requirements include, but may not be limited to, those stated in s. 213.053, F.S., and Chapter 12-22, Florida Administrative Code. Violation of confidentiality requirements is a misdemeanor of the first-degree, punishable as stated in ss. 775.082 and 775.083, F.S., by up to one year in prison and/or fines up to \$1000.
3. As stated in s. 213.053(2), F.S., all information contained in returns, reports, accounts, or declarations related to or identifying specific taxpayers is confidential. The Local Government and the person(s) designated below agree to take appropriate steps to protect confidential information obtained from the Department of Revenue under this agreement from unauthorized use or disclosure.
4. The Local Government and the person(s) designated below agree that confidential state tax information will be kept in a secure environment, and will only be used for official tax administration purposes. When no longer needed, tax information obtained from the Department must be destroyed by shredding, incineration, pulping, or other appropriate means to make the information unreadable. Shredded paper should be 5/16 inch wide or smaller and, if not using a cross-cut shredder, paper should be fed into the shredder with lines of print perpendicular to the cutting blades of the shredder. If incinerating, the incinerator should produce enough heat to burn the entire bundle, or the bundle should be separated to ensure all pages are burned. If pulping, the process should reduce all material to particles one inch or smaller.
5. Only the employees of the Local Government with an official need and use will be allowed to request, receive, and review state tax information. The Local Government agrees that confidential state tax information obtained from the Department will be shared only with persons with direct responsibility for budget preparation, auditing, revenue or financial administration, or legal counsel, and may only be used for purposes related to budget preparation, auditing, and revenue and financial administration. Confidential and exempt information may not be further disclosed by the recipient unless meeting these stated criteria.
6. Each authorized employee as stated in paragraph 5 above is required to execute the certification of familiarity with the confidentiality requirements of s.213.053, F.S., and Chapter 12-22, F.A.C., found in the Addendum to this agreement. Any person who becomes an authorized employee subsequent to the signing of this agreement must execute a separate certification of familiarity. In each instance, certifications shall be forwarded to the Department of Revenue Security & Disclosure Officer within 15 business days of hire date or change of employment status, with a cover letter signed by the Local Government signatory to this agreement.
7. The Local Government shall notify the Department of Revenue Disclosure Officer in writing within 15 business days when any signatory of this Agreement leaves employment or changes employment status such that he or she no longer has an official use for the information.
8. Effective Date
This Agreement shall be effective on the date all parties have signed the Agreement.
9. Duration and Termination
 - A. This Agreement shall terminate three (3) years from the effective date.
 - B. Either party may terminate this Agreement upon no less than thirty (30) calendar days notice, without cause, unless the parties mutually agree upon a lesser time. Said notice shall be in writing, delivered by certified mail, return receipt requested, or in person with proof of delivery.

10. Legal Requirements

- A. With respect to its interpretation, construction, effect, performance, enforcement, and all other matters, this Agreement shall be governed by, and be consistent with, the whole law of the State of Florida, both procedural and substantive. Any and all litigation arising under this Agreement shall be brought in the appropriate State of Florida court in Leon County, Florida.
- B. Each party hereto agrees that it shall be solely responsible for the wrongful act of its employees, contractors, and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity and the limitation set forth in section 768.28, Florida Statutes.
- C. The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of any existing violation, breach, wrongful conduct; or of any future violation, breach, or wrongful conduct.

11. Modification

Modification of this Agreement shall only be valid when reduced to writing and duly signed. The parties agree to renegotiate this Agreement if revisions of applicable Federal and/or State statutes and regulations make changes necessary; or when either party deems such action appropriate in the administration of the laws.

12. Severability

If any provision of this Agreement or the application of it is determined to be invalid for any reason, such determination shall not affect the validity of other provisions or applications of the Agreement which can be given effect without the invalid provision or application. To this end, the provisions of this Agreement are declared to be severable.

13. The Local Government designates the following person to receive password and user identification information for accessing the CST Information Sharing Website, and to control access to the CST Information Sharing Website:

Name (print) Joseph Jacobs Title City Clerk - Finance Director
 Mailing Address 100 N. Main St. City/ZIP Wildwood Fl. 34785
 Phone Number 352-330-1330 E-mail Address J.Jacobs@wildwood-fl.gov

14. This Agreement must be signed by the local government representative and the Florida Department of Revenue. Please sign and date in the space below. A copy of the Agreement, signed by the Florida Department of Revenue, will be returned to you.

Approved by Local Government:

Approved by Florida Department of Revenue:

 Signature
 Title _____
 Date _____

Lisa Vickers

 Signature
 Executive Director
 Florida Department of Revenue
 Date _____

Please return your signed Agreement and Addendum to Paul Fultz, Disclosure Officer.

By e-mail to: fultzp@dor.state.fl.us

By fax to: 850-488-7112

By mail to:

Paul Fultz, Disclosure Officer
 Florida Department of Revenue
 PO Box 6668
 Tallahassee, FL 32314-6668

ADDENDUM

**Communications Services Tax
Agreement for Access to Confidential State Tax Information
between**

CITY OF WILDWOOD and the Florida Department of Revenue
(Local Government Name)

Designee's Certification

As the person designated in paragraph 13 of this agreement to receive password and user identification information for accessing the CST Information Sharing Website, and to control access to the CST Information Sharing Website, I certify that I am familiar with the confidentiality requirements of s.213.053, F.S., and aware that the unauthorized use or disclosure of state tax information is a misdemeanor of the first degree punishable as stated in ss. 775.082 and 775.083, F.S., by up to one year in prison and/or fines up to \$1000. I understand that confidential state tax information obtained from the Department of Revenue may be used only for official purposes related to budget preparation, auditing, and revenue and financial administration

Designee signature Joseph Jacob Date 3/11/13

Other Authorized Employees

As an authorized employee or contractor of the local government, I certify that I am familiar with the confidentiality requirements of s. 213.053, F. S., and aware that the unauthorized use or disclosure of state tax information is a misdemeanor of the first degree punishable as stated in ss. 775.082 and 775.083, F.S., by up to one year in prison and/or fines up to \$1000. I understand that state tax information received from the Department of Revenue may be used only for official purposes related to budget preparation, auditing, and revenue and financial administration

Name (print) MARENA ROBERTS Title ASST. CITY CLERK - Finance Officer
Signature _____ Date _____

Name (print) BILL ED CANNON Title CITY Manager
Signature _____ Date _____

Name (print) ED WOLF Title MAYOR
Signature _____ Date _____

Name (print) _____ Title _____
Signature _____ Date _____

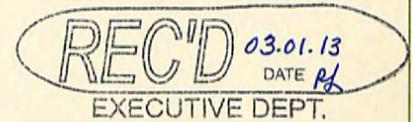
Name (print) _____ Title _____
Signature _____ Date _____

Name (print) _____ Title _____
Signature _____ Date _____



Wildwood Community Development Center, Inc.
Wildwood, Florida 34785

January 22, 2013



MEMORANDUM

TO : The Honorable Mayor Ed Wolf
Wildwood, Florida

FROM : Wildwood Community Development Center, Inc.

SUBJECT : Letter of Appreciation

Wildwood Community Development Center, Inc., would like to thank you and the city of Wildwood for all the support you have given our organization. We sincerely appreciate all of the manpower hours you have given to help our events be a success as well as, being a part of our community and a contributing factor in whatever endeavor we take on that is positive for our neighborhoods. We hope that we can continue our relationship to help make Wildwood community a beacon of light for others to see and use as an example of what community and city organizations can do when we work together.

Sincerely,
Robert Hannah
Robert Hannah, President
WCDC, Inc.

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA
REGULAR MEETING
FEBRUARY 25, 2013 – 7:00 P.M.
CITY HALL COMMISSION CHAMBER

The City Commission of the City of Wildwood, Florida met in Regular session February 25, 2013 at 7:00 p.m.

Present: Mayor Wolf, Commissioners Bivins, Strickland, Clark and Green. Also present: City Manager Cannon, City Clerk Jacobs, City Attorney Blair, Police Chief Reeser, Assistant City Clerk Roberts, AVT Law, Utility Director Phillips, Development Services Director Peavy and Public Works Director Kornegay.

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

1. TIMED ITEMS AND PUBLIC HEARINGS

a. PUBLIC HEARING – 2ND FINAL READING of Ordinance O2013-05; An Ordinance repealing Article V of Chapter 19 of the City of Wildwood's Code of Ordinances in its entirety and adopting a new Article V, Chapter 19 pertaining to sewer use (Attachments)

Ordinance O2013-05 was read by title only on second final reading. Public Hearing was opened. No comments were received from the audience.

CA Blair noted that UD Phillips had talked with FDEP and made changes according to what is now required. It was also noted that although this Ordinance deals primarily with Industrial waste, there has been language added to protect the promises the Commission made for properties annexed into the City over the past few years.

Motion by Commissioner Green, second by Commissioner Bivins that Ordinance O2013-05 is adopted on second final reading. An Ordinance of the City of Wildwood, Florida, repealing Article V of Chapter 19 of the City of Wildwood's Code of Ordinances in its entirety and adopting a new Article V, Chapter 19; pertaining to sewer use; pertaining to definitions; pertaining to abbreviations; pertaining to Director; pertaining to purpose and policy; pertaining to use of public sewers; pertaining to private wastewater disposal; pertaining to sewers and connections; pertaining to damage; pertaining to powers and authority of inspectors; pertaining to authority to disconnect service; pertaining to legal remedies; providing for codification; providing for conflict; providing for an effective date. Motion carried by unanimous vote.

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

a. Special Presentations

1) Presentation (verbal) by James Gollahon, of Gollahon Financial Services, Inc. on a Proposed Debt Service Refunding for both General Fund and Enterprise Fund with Financial Advisor Services Agreement with Gollahon Financial Services and Bond Attorney Agreement Services with Akerman Senterfitt (Board Option - Attachments)

After review of information provided by James Gollahon and CC Jacobs, the Commission expressed interest in refunding certain projects in the General Fund

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however felt the need for a workshop to determine that funds are needed and the amount needed for new projects and the Commission would need to decide what projects are to be addressed. Commissioner Strickland expressed the need to have the workshop as soon as possible and asked if City staff could do part of the work without contracting with an advisor. CC Jacobs indicated he is not comfortable with doing this in house due to the complexity. Discussion included the need for a bond attorney as well as the Financial Advisor.

Motion by Commissioner Strickland, second by Commissioner Bivins to execute the contract with Gollahon Financial Services, Inc. to provide financial advisor services. Motion carried by unanimous vote.

b. City Manager – none.

c. City Attorney

1) Request to schedule a closed door meeting (calendars attached)

CA Blair announced the need for a closed door executive session of the Commission and the Commission approved by common consent for it to be held during the Regular meeting of March 11.

d. City Clerk - none

e. Commission Members

1) Commissioner Green – noted he attended an event which raised \$5000 for scholarships. Noted February is Black History Month and on this date in history, Dr. Martin Luther King was ordained.

2) Commissioner Bivins – asked for status update on Sandy Edwards. UD Phillips indicated that Sandy has retired. Commissioner Bivins asked if that was medical retirement, as in he still had his health insurance, etc. CA Blair indicated that Commissioner Bivins might want to speak with HRC Cox off the record. HRC Cox noted he is entitled to his Florida Retirement and there was no severance package. HR has worked with him to complete necessary paperwork for medical disability. FRS is waiting for some medical documentation. It was noted that Sandy made the decision to retire. Commissioner Bivins asked if the City doesn't have a celebration upon the retirement of a 28 year employee. HRC Cox noted it is not typically the City's policy to have those but employees have usually done them for the retiring employee, and a fish fry was done for Sandy. Commissioner Bivins stated her point is that the Commission was not told. Mayor Wolf stated that with a person who was raised here and went through the school system and worked 28 years he would have thought.... UD Phillips indicated that the Utility Department had a fish fry for him and when he asked Sandy about coming to a Commission Meeting to receive the plaque Sandy said he did not want to come so the plaque was presented to him at the fish fry. Commissioner Bivins to contact HR office if more information is wanted.

f. Public Forum (10 minute time limit)

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1) Sam Saleem of Wildwood Community Development Center. Expressed thanks to the City for input to CSX. He noted that much of the discussion centered around a catwalk at Oxford Street to help make it safer for people to pass from the west side to the east side. Safety is the issue and whatever the City can help us do to make it safer, whether it is a catwalk or the roadway being put back in, or even if it is something underground it would be appreciated.

g. Notes and Reports

1) FYI – Budget Analysis Report – January 2013 (Attachments)

CM Cannon – General fund revenues good, at this time should be 33% but at 47% almost. General fund expenditures should be at 33% and are at 35½%. Enterprise fund revenues should be 33% but at 31%. Expenditures should be 33% but at 23%.

3. NEW BUSINESS – ACTION REQUIRED

a. MINUTES

1) Minutes of Regular Meeting held on February 11, 2013 (Attachments – Staff Recommends Approval)

Motion by Commissioner Clark, second by Commissioner Strickland to approve the minutes of February 11, 2013 as presented. Motion carried by unanimous vote.

b. ORDINANCES FIRST READING ONLY (READ ONLY – NO VOTE)

1) Ordinance No. O2013-06 – An Ordinance voluntarily annexing 2.67± acres of property owned by Hughes Brothers, LLC located just north of the intersection of CR 213/Walker Road and SR 44. The property to be annexed is a portion of Parcel G07=133 and is intended to be utilized as an office for a construction company (Attachments – Staff Recommends Approval)

2) Ordinance No. O2013-07 – An Ordinance voluntarily annexing an approximate 1-acre piece of property located along CR 466 east of CR 209 owned by Gary Williams. The property to be annexed is a portion of Parcel D18=038 and is intended to be utilized for service and sales of lawn mowers (Attachments – Staff Recommends Approval)

3) Ordinance No. O2013-08 – An Ordinance voluntarily annexing the north 100' of Parcel D30=003, Villages of Legacy Park Subdivision, located along CR 222 west of US 301, omitted from the original annexation because it would have created an enclave (Attachments – Staff Recommends Approval)

Ordinance numbers O2013-06, O2013-07 and O2013-08 were introduced and read by title only on first reading.

DSD Peavy indicated there were about 500 annexation applications remaining from the thousands of 2005 annexation requests. Some could not be annexed then due to laws in place. Now that there is a JPA in place some of these laws have been relaxed. The department goal is to annex all of the properties within the JPA area that are

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developing or are ready to develop. Working also with properties where there are intersection issues. Staff will meet with the County to review the JPA terms relating to annexation of additional properties. Two of the properties of the Ordinances for first reading tonight are ready to submit development applications. One already has applied for residential development on an annexation done in 2006, but a strip was left out to meet the rules for annexation at the time. So Ordinance O2013-08 is to annex the strip.

Mayor Wolf asked for a status update on the Chevrolet dealership. DSD Peavy indicated the department has been trying to contact the owner to set a meeting but has had difficulty scheduling a time. The dealership contacted the City in reference to annexation a few weeks ago, but have been difficult to contact since then. The City could just process the application since the annexation agreement was recorded and the new owner is aware of it.

No Action necessary.

c. RESOLUTIONS FOR APPROVAL

d. APPOINTMENTS

e. CONTRACTS AND AGREEMENTS

1) Request for a Partial Release of Easement from the City of Wildwood to 301/466, LLC to correct a title defect caused by an incorrect legal description set forth in the "Easement" recorded in OR Book 1719, page 621, public records, Sumter County, Florida to the extent that such Easement may encumber the real property (Attachments – Staff Recommends Approval)

CA Blair noted that the legal provided to the City for the Easement was incorrect. This needs to be corrected for the property owner. DSD Peavy noted she has been working with the property along 209 and 214 and the easements skip. CA Blair noted she would work with DSD Peavy on that.

Motion by Commissioner Green, second by Commissioner Strickland to approve the Request for a Partial Release of Easement from the City of Wildwood to 301/466, LLC to correct a title defect caused by an incorrect legal description set forth in the "Easement" recorded in OR Book 1719, page 621, public records, Sumter County, Florida. Motion carried by unanimous vote.

f. FINANCIAL

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

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

Mayor Wolf asked if the Personnel Rules and Regulations cover the use of personal vehicles for City business in the event of an accident, etc. To be reviewed.

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2) Request approval of Utility Technicians, Inc. proposal to make necessary repairs to Lift Stations No. 5 and 36 in the amount of \$9,676.00. (Attachments - Staff recommends approval)

Motion by Commissioner Strickland, second by Commissioner Green to approve the Request for approval of Utility Technicians, Inc. proposal to make necessary repairs to Lift Stations No. 5 and 36 in the amount of \$9,676.00. Motion carried by unanimous vote.

3) Request approval to purchase one year of support from Sunstate Meter & Supply, Inc. for the meter reading equipment and software in the amount of \$3,792.00. (Attachments - Staff Recommends Approval)

Motion by Commissioner Green, second by Commissioner Bivins to approve Request for approval to purchase one year of support from Sunstate Meter & Supply, Inc. for the meter reading equipment and software in the amount of \$3,792.00. Motion carried by unanimous vote.

4) Request to approve payment of Interstate Electric Services of Central Florida, Inc. invoice number 13-101 in the amount of \$29,682.06 for emergency electrical repairs on January 23, 2013 at the CR 501 Water Plant (Attachments – Staff Recommends Approval)

Motion by Commissioner Green, second by Commissioner Strickland to approve payment of Interstate Electric Services of Central Florida, Inc. invoice number 13-101 in the amount of \$29,682.06 for emergency electrical repairs on January 23, 2013 at the CR 501 Water Plant. Motion carried by unanimous vote.

g. GENERAL ITEMS FOR CONSIDERATION

1) SP 1210-02 Alliance Coach Site Plan - Alliance Coach, Inc. seeks Site Plan approval for the construction of a Detail Center (2,500 sq. ft.), Office (1,200 sq. ft.), and Employee Pavilion (600 sq. ft.) as well as an additional eight (8) acres of impervious area in the Business Park 44 Industrial Park. The P&Z Board/Special Magistrate gave a favorable recommendation on Feb. 5, 2013 subject to approval, exemption, or permitting by all agencies of competent jurisdiction (Attachments – Staff Recommends Approval)

Motion by Commissioner Clark, second by Commissioner Strickland to accept the recommendation of the P&Z Board/Special Magistrate to approve SP 1210-02 subject to approval, exemption, or permitting by all agencies of competent jurisdiction. Motion approved by unanimous vote.

2) SP 1212-03 Kangaroo Express Store #1433 Site Plan – The Pantry, Inc. seeks Site Plan approval for construction of a 3,813 sq. ft. Kangaroo Express convenience store/gas station with twelve fueling positions (six pumps) and associated improvements on Parcel D20=013 at the NE corner of C-472 & US 301. The P&Z Board/Special Magistrate gave a favorable recommendation on Feb. 5, 2013 subject to approval, exemption, or permitting by all agencies of competent jurisdiction and that

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the lighting plan be revised to mitigate off-site impacts (Attachments – Staff Recommends Approval)

Motion by Commissioner Strickland, second by Commissioner Clark to accept the recommendation of the P&Z Board/Special Magistrate to approve SP 1212-03 subject to approval, exemption, or permitting by all agencies of competent jurisdiction. Motion approved by unanimous vote.

3) Greg A. Beliveau, with LPG Urban & Regional Planners, Inc. is requesting a one year extension of the Quadventure Planned Development on behalf of his client, Quadventure LLC, per his attached letter dated January 29, 2013 due to adverse real estate market conditions (Attachments – Staff Recommends Approval)

Motion by Commissioner Clark, second by Commissioner Bivins to approve request of Greg A. Beliveau, with LPG Urban & Regional Planners, Inc. for a one year extension of the Quadventure Planned Development on behalf of his client, Quadventure LLC, per his attached letter dated January 29, 2013 due to adverse real estate market conditions. Motion carried by unanimous vote.

4) Request to rescind the Nov. 13, 2006 moratorium on installation of irrigation meters (Attachments - Staff recommends approval)

Motion by Commissioner Clark, second by Commissioner Green to rescind the Nov. 13, 2006 moratorium on installation of irrigation meters. Motion carried by unanimous vote.

4. ADJOURN

Upon a motion by Commissioner Green, second by Commissioner Strickland the meeting was adjourned.

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

SEAL

ATTEST: _____
Joseph Jacobs, City Clerk

Ed Wolf, Mayor

IMPORTANT DATES (No Attachments)

- a. March 4, 2013 – (Monday) - **SPECIAL CALLED CITY COMMISSION WORKSHOP MEETING** to discuss the Champagne Farms Well Site – 6:00 PM – City Hall Commission Chamber
- b. March 8, 2013 – (Friday) – Gourmet Food Truck Night – 6:00 PM to 9:00 PM – City Hall Front Courtyard, Oxford & Wonders Streets
- c. March 11, 2013 – (Monday) – City Commission Meeting – 7:00 PM – City Hall Commission Chamber
- d. March 16, 2013 – (Saturday) – Wildwood Rotary’s Ides of March...Madness 5k run/walk – 8:00 AM – Starts & ends at City Hall
- e. March 23, 2013 – (Saturday) – Opening Ceremonies for Wildwood Dixie Youth – 10:00 AM – Millennium Park Ball Fields
- f. March 25, 2013 – (Monday) – City Commission Meeting – 7:00 PM – City Hall Commission Chamber
- g. March 30, 2013 – (Saturday) – 4th Annual Easter Eggstravaganza – 9:00 AM – Millennium Park Baseball Fields
- h. April 5 & 6, 2013 – (Friday & Saturday) – Relay for Life – Starts at 6:00 PM April 5 – Ends at 12:00 Noon on April 6 – Wildwood Community Center

CITY OF WILDWOOD

CITY COMMISSION REPORT Commission Meeting Date: march 11, 2013

Subject: Trailwinds Development

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

Department: Utility Department

Staff Recommendation (Motion Ready): Recommend approval of First Addendum to Developer's Agreement between the City of Wildwood and the Word Family, LLC.

BACKGROUND:

- The City and the Word Family, LLC entered into a Developer's Agreement (Agreement) on January 14, 2013.
- The Agreement referred to a future Pioneer Agreement which was to detail the City and the Developer's responsibility regarding the extension of water and wastewater extensions to the property.

FINDING, CONCLUSIONS AND RECOMMENDATIONS:

FINDINGS: The Development requires the following:

- A 12" water main extension on CR 466A from the intersection of CR 462 and CR 466A to the southwest corner of the property.
- An 8" water main extension along CR 462 from parcel no. D32=069 to the northwest corner of the Beaumont property (parcel no. D04=051).
- A 12" wastewater force main from the northwest corner of the Beaumont property (D04=051 to the City's waster water treatment plantat 1290 Industrial Drive.

CONCLUSIONS:

- The opinion of probable cost (OPC) of these extensions if \$1,800,000.
- The Developer has agreed through this document to make an advanced payment to the City of \$1,800,000 for these infrastructure improvements and to obtain water and wastewater TIE fee credits as follows:
 - Water TIE fee credits of 166.25 ERCs based on the OPC of \$100,000 for the water extensions and the existing rate of \$601.52/ERC.
 - Wastewater TIE fee credits of 2,579 ERCs based on the OPC of \$1,700,000 for the wastewater force main and re-pump station at

the rate of \$659.20/ERC. The Developer's consultant has estimated the total wastewater ERCs to be 2,400, therefore the developer will receive re-imbusement for 179 ERCs as others tie into and pay the wastewater TIE fees for a maximum of 10 years.

- Developer will be responsible for payment of all water TIE fees exceeding th166.25 ERCs and waster water TIE fees exceeding 2,579.
- Developer will also be responsible for payment of all, water and wastewater, connection fees.

LEGAL REVIEW:

- City has reviewed and approved the document.

RECOMMENDATIONS:

- Staff recommends approval.

FISCAL IMPACT:

- Staff time only.

ALTERNATIVES:

- City could pay for the design, permitting and construction of the infrastructure extensions and collect TIE fees as building takes place.

SUPPORT MATERIAL:

- Copy of the First Amendment to Developer's Agreement between the City of Wildwood and the Word Family, LLC, dated January 14, 2013.

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

THIS FIRST ADDENDUM TO DEVELOPER'S AGREEMENT is made and entered effective this ___ day of _____, 2012, by and between:

- **CITY OF WILDWOOD, a Florida Municipal Corporation** (“City”); and
- **WOOD 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 OR 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.
- C.** The Developer’s Agreement described in Recital B above contemplated that:
- i. 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.
 - ii. The Developer, in accordance with paragraph 6.1 of the Developer’s Agreement, shall advance to the City the sum of \$1,800,000 for the construction of :
 - a) 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.
 - b) 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.
 - c) 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 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.
- v. 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.

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 1st 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 TO DEVELOPER'S AGREEMENT
[CITY OF WILDWOOD, FLORIDA – WORD FAMILY, LLC]**

**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 TO DEVELOPER'S AGREEMENT
[CITY OF WILDWOOD, FLORIDA – WORD FAMILY, LLC]**

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: _____

EXHIBIT "A"
LEGAL – PROPERTY

THE WEST ½ OF THE NORTHEAST ¼ AND THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 4, TOWNSHIP 19 SOUTH, RANGE 23 EAST AND THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 3, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA LESS AND EXCEPT RIGHT OF WAY OF CR-466A AND CR 137.

RECORD: \$ _____

Return to:
City of Wildwood

**Original Executed Developer's
Agreement for Reference**

This Instrument Prepared by:
Steven H. Gray
Gray, Ackerman & Haines, P.A.
125 NE First Avenue, Suite 1
Ocala, FL 34470

-----[SPACE ABOVE THIS LINE FOR RECORDING DATA]-----

**DEVELOPER'S AGREEMENT
[CITY OF WILDWOOD, FLORIDA – WORD FAMILY, LLC]**

This Developer's Agreement, effective the 4th day of March, 2013, is made and entered into by and between:

- **THE CITY OF WILDWOOD, FLORIDA**, a Florida municipal corporation ("City"); and
- **WORD FAMILY, LLC**, a Florida limited liability company ("Developer").

RECITALS:

- A. Developer Agreements strengthen the public planning process, encourage sound capital improvements planning, assist in assuring that there are adequate capital facilities for development, and encourage private participation and comprehensive planning.
- B. City is a regional water, wastewater, reuse water and municipal services provider.
- C. Developer owns in fee simple certain real property in Sumter County, Florida, described on attached Exhibit "A" (the "Property").
- D. Developer desires to procure services, including, but not limited to, water, wastewater, reuse water and other municipal services, from the City for the Property, and City desires to provide water, wastewater, reuse water and other municipal services to the Property.
- E. Developer's proposed development requires access to water, wastewater, reuse water and other municipal services.
- F. Developer will construct all utility lines, lift stations, roadways, sidewalks, signage, open space, common areas, entrance monuments, amenities, storm water facilities and other similar improvements within the Property in accordance with City standards.
- G. Developer agrees to maintain roadways, sidewalks, signage, open space, common areas, entrance monuments, amenities, storm water facilities and other similar improvements within the Property in accordance to City standards until such time as all such improvements are conveyed to a Homeowners Association established by Developer for the perpetual maintenance of such improvements. City will maintain water mains up to and including water meters; gravity sewer mains up to the sewer lateral tie to the sewer main; all lift stations; all on-site force mains; and reuse lines up to and including the meter.

- H. Developer will provide to City all utility easements needed on Property for City maintained infrastructure not located within public rights-of-way, subject to the mutual agreement of Developer and City as to location and width of utility easements, and (if desired by Developer) retention by Developer of a right to relocate, at Developer's expense, utilities infrastructure constructed within such easements, and the easements.
- I. The parties desire to enter into this Agreement confirming their agreement regarding the furnishing of municipal services, including but not limited to water, wastewater, reuse water and other municipal services for the Property.
- J. This Agreement and all stipulations and covenants made herein are acknowledged to be subject to the approval of every County, Regional, State and Federal regulatory agency having jurisdiction of the subject matter of this Agreement.
- K. City has approved this Agreement and has authorized the proper City officials to execute this Agreement by motion passed at a regular City Commission meeting on January 14, 2013.

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

1. **Incorporation of Recitals and Exhibits.** The parties confirm and agree that the above Recitals are true and correct, and incorporate their terms and provisions herein for all purposes. The contents, terms and provisions of all Exhibits which are attached to this Agreement and referenced herein are, by this reference, incorporated into this Agreement for all purposes.
2. **Definitions.** For the purposes of this Agreement, in addition to those terms which are specifically defined elsewhere in this Agreement the following terms shall have the following definitions:
 - 2.1. ***"Agreement"*** – This Developer's Agreement, as the same may subsequently amended, modified or supplemented pursuant to its terms and provisions.
 - 2.2. ***"Connection Fee"*** – Those charges of the City for a customer's proportionate share of the capital costs of the water and wastewater utility plant capacities allocated to a new or modified customer connection, as defined in City Ordinances and Resolutions.
 - 2.3. ***"County"*** – Sumter County, Florida, a political subdivision of the State of Florida.
 - 2.4. ***"Developer"*** – Word Family, LLC, and its successors, and assigns in interest, and/or title, including the Homeowners Association to be created by Developer to which all common improvements, including the utilities improvements described in this Agreement, will be conveyed and under whom all future maintenance responsibilities will fall.
 - 2.5. ***"Equivalent Residential Connection"*** – As defined by City Ordinance, also referred to in this Agreement as "ERC".
 - 2.6. ***"Homeowners' Association"*** – A Florida not-for-profit Corporation organized and formed by Developer for the purpose of serving as the Association for the owners of parcels located within the Property to own, maintain, and repair or replace, as required, Common Area improvements located on the Property, including but not limited to roadways, sidewalks, signage, open space, entrance monuments, amenities, stormwater facilities, and other similar improvements constructed on the Property. It is the intent of Developer to create a Homeowners' Association for such purposes, and to convey to the Homeowners' Association title to the previously-described improvements which will be constructed on the Property, at which time the Homeowners' Association will, by execution of an appropriate agreement with City, assume the

Developer's responsibilities for maintenance, repair and replacement of such improvements which arise under the terms of this Agreement.

- 2.7. **"Party or Parties"** – Refers to either Developer or City, or (as applicable) to both Developer and City.
- 2.8. **"Point of Connection"** – The location within dedicated utility easements where City ownership and maintenance of the water, wastewater and reuse water mains ends and private ownership and maintenance of said systems begins.
- 2.9. **"Property"** – The real property described on attached Exhibit "A".
- 2.10. **"Significant Progress"** – The Developer will have achieved substantial progress under the terms of this Agreement when storm water basins, roadway bases, curbs and underground utilities have been completed or are under construction pursuant to a valid Permit (or Permits) issued by City for such work.
- 2.11. **"Transmission Infrastructure Extension Fee"** – Those charges by City for a customer's proportionate share of the capital costs of the water, wastewater and reuse water utility main lines and connection lines, as defined by City Ordinances and Resolutions, and is also referred to herein as a "TIE Fee" or "TIE Fees".
- 2.12. **"Water Management District" or "SWFWMD"** – The Southwest Florida Water Management District, an agency of the State of Florida.

3. Developer's Obligations.

3.1. TIE Fees, Connection Fees and Capacity.

3.1.1. TIE Fees.

- 3.1.1.1. The Transmission Infrastructure Extension (TIE) Fee, when paid, purchases a hydraulic share in the water, wastewater and reuse water infrastructure extending from the proposed development (the "Property") back to the nearest well facility (for water) and wastewater treatment plant (for wastewater and reuse water). TIE Fees are based on the equivalent residential volumes, which are 300 gallons per day for water consumption and 250 gallons per day for wastewater treatment, and also distance (in feet) between the proposed development and the applicable water plant or wastewater plant. The standard distance for one (1) TIE Fee is 15,000 feet.
- 3.1.1.2. The water TIE Fee shall be calculated using City Ordinances and Resolutions in effect at the time Developer executes this Agreement.
- 3.1.1.3. The wastewater TIE Fee shall be calculated using City Ordinances and Resolutions in effect at the time Developer executes this Agreement.
- 3.1.1.4. The reuse water TIE Fee shall be calculated using City Ordinances and Resolutions in effect at the time City commences providing reuse water to the development for distribution within the boundaries of the Property.
- 3.1.1.5. As of the date of the execution of this Agreement the final design and projected costs of water, wastewater, and reuse water infrastructure to be constructed by Developer, which will be subject to the water, wastewater and reuse water TIE fees described above, have not been finalized. Upon finalization of the design of the infrastructure and determination of the cost of the same, Developer and

City shall enter into an agreement, which shall be an Addendum to this Developer's Agreement, specifying the amount, date of payment, and (if applicable) credits against, the water, wastewater, and reuse water TIE Fees owed by Developer under this Agreement.

- 3.1.1.6. Developer acknowledges and agrees that TIE Fees, when paid, are non-refundable
- 3.1.1.7. Developer acknowledges that no water or wastewater capacity reservation is created, reserved, or implied, without City receiving payment of the applicable fees. Reservation of water and wastewater capacity is subject to capacity availability.
- 3.1.1.8. Developer understands that any increases in capacity reserved, or any new purchase of capacity reservations, will result in additional TIE Fees being due from Developer to City.

3.1.2. Connection Fees and Capacity.

- 3.1.2.1. The water and wastewater Connection Fees shall be calculated according to the rate schedule adopted by City and in effect at the time the Developer executes this Agreement. However, the parties agree that Developer is not obligated to reserve all (or any) of the capacity available at this time, if Developer elects to reserve a lesser capacity, the calculations in Exhibit "B" shall be revised accordingly. As of the date of the execution of this Agreement by the Parties the amount of the Connection Fees to be initially paid by Developer has not been determined by City and Developer. When the amount of the Connection Fees to be initially paid by Developer has been finalized Developer and City will enter into a written agreement, which shall be an Addendum to this Agreement, specifying the amount of Connection Fees to be purchased by Developer, and the date or schedule for required payment for the same, subject, however to the City's reserved right to adjust Connection Fees or other utilities charges which it charges all City utilities customers, including Developer, and the applicable charges in effect at the time of any payment under this sub-section by Developer, as set forth in Section 3.1.6 below.
- 3.1.2.2. Developer must proceed with due diligence toward the use of all Connection Fees purchased.
- 3.1.2.3. Connection Fees are not sold by City on speculation, and may be repurchased by the City at the price paid by the Developer if significant progress on construction of Developer's project on the Property is not made within twenty four (24) months of the date the purchased connection fee becomes available to the Developer. The time for significant progress may be extended pursuant to the provisions of this Agreement concerning "Force Majeure".
- 3.1.2.4. The following actions must be completed by Developer prior to the reservation of water or wastewater ERC's:
 - 3.1.2.4.1. Developer must complete and file the City's Concurrency Determination and Concurrency Reservation applications.
 - 3.1.2.4.2. This Developer's Agreement, and all attachments, must be fully executed by Developer and City.
- 3.1.2.5. As of the date of the execution of this Agreement Developer and City have not finalized the schedule for Developer's payment of Connection Fees to be

purchased by Developer under the terms of this Agreement. It is acknowledged by the Parties that as a result of anticipated Developer participation in the funding and construction of water, wastewater and reuse water infrastructure construction the schedule for payment of Connection Fees shall be finalized at a later date. When such schedule is finalized the Parties will enter into a written agreement regarding the schedule, which shall be an Addendum to this Agreement.

- 3.1.2.6. Capacity is reserved for a particular location, and assumes that City will be prepared to serve that capacity according to the agreed-upon availability schedule at that location, and no other.
 - 3.1.3. Until Developer provides City with full payment for all TIE Fees and Connection Fees required by Developer for the then-completed development on the Property, and completes all other requirements of this Agreement, no water, wastewater or reuse water service will be provided to the Property.
 - 3.1.4. City reserves the right to determine the number of ERC's it will allow Developer to purchase. When the City has determined the number of ERC's it will allow Developer to purchase the Parties will enter into a written agreement confirming the same, which agreement shall be an Addendum to this Agreement.
 - 3.1.5. Developer may not transfer any reserved water, wastewater or reuse water capacity without written permission from the City. Any such transfer, unless approved by City, will void the capacity reservation, the ERC's will revert back to the City, and Developer will forfeit any right to any repayment of the Connection Fees paid for the capacity reservation. The City shall not unreasonably withhold permission for a transfer of capacity to another property or another project. As Developer develops the Property and sells portions thereof, such sales and transfers to facilitate such sales shall not be deemed a transfer prohibited by this Section.
 - 3.1.6. The purchase of ERC's does not act to set the price for future purchases, but only as to purchases specifically set forth in this Agreement. Any future purchases not contemplated by this Agreement will be at the applicable price then being charged by City to all of its utilities customers at time of Developer's payment.
4. **Developer's Responsibility after Connection to City's Water, Wastewater and Reuse Water Systems.** After connection to City's water, wastewater and reuse water systems:
- 4.1. Developer shall be responsible for all wastewater lines from the Point of Connection to City's wastewater force main.
 - 4.2. Developer shall be responsible for all water distribution lines from the Point of Connection to City's water main.
 - 4.3. Developer shall be responsible for all reuse water distribution lines from the Point of Connection to City's reuse water main.
5. **Kimley-Horn and Avid Reports, etc.** City has obtained from its engineering consultant Kimley-Horn and Associates, Inc. ("KH") a Report regarding a proposed sewer main extension to provide wastewater services for the Property, which includes a recommended route and estimated cost for the wastewater main. Developer previously agreed with City that it would reimburse City for the cost of the KH Report, and agrees to reimburse City for City's cost of the Report in the amount of \$ _____, and has done so which is acknowledged by City. Developer has, independently, had its consulting engineers (Avid Engineering, or "Avid") review the KH Report, and consider alternative design considerations for extension of the wastewater main. Avid has prepared a Report

for Developer, dated December 2012 (the "Avid Report"), and a copy of the same has been provided to City, and City is currently reviewing the Avid Report in conjunction with the KH Report. Subsequent to the date of the execution of this Agreement City and Developer will, jointly, agree upon the plans for the construction of extensions of City's water and wastewater transmission systems, and reuse water transmission system. City agrees that it will allow Avid, as Developer's Engineering Consultants to complete the design and permitting of the selected wastewater main extension, water main extension and reuse water main extension, at Developer's cost. City and Developer will enter into a written agreement confirming the selected routes for the utility mains, and all details of plans to complete design, permitting (all of which shall be at Developer's initial cost), and construction of the sanitary sewer and water mains (see Section 6 below) which agreement will be an Addendum to this Agreement.

6. **Advanced Funds; Pioneer Agreement.** Avid Engineering has provided to Developer and City an estimate that the maximum sewer generation volume for the Property (the Property contains 311 acres) would be 600,000 gallons per day ("GPD"). City and Developer have mutually agreed that the route of the sewer force main to be constructed to provide service to Developer's Property and other third-party properties along the route of the force main, is the "north route" identified in the Avid study. City's provision of potable water and sanitary sewer services for Developer's Property will require construction of the force main on this route, and will require construction of an extension of a City water main to the Property. City and Developer have agreed to fund the cost of the construction of the sanitary sewer main and force main in accordance with the following provisions:
 - 6.1. Subject to obtaining financing approval, which Developer agrees to pursue with due diligence, Developer agrees to provide to City \$1,800,000.00 in funds for both mains (the "Advanced Funds") of which \$1,700,000.00 of the advanced funds will be used to pay a portion of the costs of a sanitary sewer main on the North route, and \$100,000.00 will be used for all or a portion of the costs of construction of the water main on the route which has been agreed upon by City and Developer. In the event the costs of the sewer main or water main exceed the amount of the Advanced Funds being provided by Developer, City agrees that it will, from its funding sources, provide the required additional funds to complete construction of the sanitary sewer main and water main which is the subject of this Section 6, in a timely manner to facilitate construction immediately upon completion of all design and permitting for the infrastructure.
 - 6.2. It is agreed that, in consideration for contribution of the Advanced Funds to City to participate in the construction of the described utilities infrastructure, there shall be available to Developer's Property sanitary sewer and potable water transmission in the force main and water main facilities constructed capacities necessary to support the anticipated development of the Property, based on the projected required utilities capacities set forth in the Avid report.
 - 6.3. City agrees that, upon receipt of Advanced Funds from Developer, it will immediately commence and thereafter pursue completion of the due diligence the design, permitting and construction of the sewer main and water main described above, and City will bear any additional costs incurred for the design, permitting and construction of the utilities infrastructure in excess of the Advanced Funds contributed by Developer under the terms of this Agreement.
 - 6.4. At the time of Developer's contribution of Advanced Funds to City, City and Developer will enter into a Pioneer Agreement, which shall constitute an addendum to this Agreement, which will include terms generally standard to Pioneer Agreements used in the Sumter County area, and the following specific terms:
 - 6.4.1. City agrees that upon completion of the sewer force main and water main and their placement into service, if City collects any TIE Fees or connection fees from third-party users connecting to or making use of either main constructed with the Advanced Funds, City will, subject to the limitations on reimbursement set forth below, pay to Developer immediately upon receipt of City's collection of such TIE or connection fees, as reimbursement of the Developer's Advanced Funds.

- 6.4.2. City's obligation to reimburse Developer for any non-reimbursed Advanced Funds terminates ten (10) years after the date of this Agreement.
- 6.4.3. All Advanced Funds shall be considered pre-paid TIE Fees (either sanitary sewer or potable water TIE fees, as the Advanced Funds are used). When advanced by Developer the funds will create a Credit Account for the benefit of the Developer in the amount of the Advanced Funds. Reimbursement or use of the Credit Account shall occur as follows:
- 6.4.3.1. If Developer (directly) buys utility capacities for lands located within the Property, Developer would be entitled to use available credits in the Credit Account for applicable TIE fees or connection fees, (until the Credit Account is fully depleted).
- 6.4.3.2. Subject to the provisions of Section 6.4.3.2 below If a third-party, either for land located on the Property which is the subject of this Agreement or elsewhere on the sanitary sewer or water mains partially funded by the Advanced Funds, buys utilities capacity, the third-party will pay to the City the normal applicable TIE Fees or connection fees, with City then reimbursing Word from collected TIE Fees until the Credit Account is fully depleted. Reimbursement payments shall be made to Developer not less frequently than quarterly, if there are reimbursement funds owed. City shall maintain and provide to Developer an accounting of reimbursements of Advanced Funds owed and collection of applicable TIE and connection fees from which reimbursement must be made by City.
- 6.4.3.3. Notwithstanding any of the provisions of the preceding Section 6.4.3.2, when a third party pays to City TIE Fees with respect to the usage of the sanitary sewer main or water main constructed with the Advanced Funds, City's obligation to reimburse Developer's for its Advanced Funds shall not commence with respect to such third-party payments until City has collected third-party TIE Fees (from third-parties making use of the sanitary sewer main or water main as applicable) in an amount equal to the funds City expends (if applicable) for the construction of the sanitary sewer main and force main to cover costs of the mains in excess of the Advanced Funds provided by Developer. Upon City's recovery of its funds from the third-party TIE Fees the City's obligation to use collected third-party TIE Fees to reimburse Developer for the Advanced Funds shall then commence and continue until (if applicable) Developer has been reimbursed for all Advanced Funds.
7. **Extensions - - Water and Wastewater Mains.** It is acknowledged by Developer and City that City provision of water and wastewater services for the Property will require extensions of the City's current water and wastewater systems. City does not currently have budgeted funds for the construction of the utilities extensions. Upon completion of plans and designs for required extensions of water and wastewater mains, and development of a cost estimate for the utilities infrastructure, Developer and City will use their best efforts to finalize an Agreement regarding the funding of the required utilities infrastructure construction. In the event Developer agrees to advance funds for construction, or pay TIE Fees or reserve ERU capacities to generate sufficient funds for the construction (or combinations of such actions) it is agreed by the Parties that such advances would be made under the terms of a Pioneer Agreement under which Developer would receive reimbursements for Developer's advanced funds upon the connection to and use of any constructed water main extension or wastewater main extension by third parties upon payment by the third parties to City of TIE Fees or any other Capacity Reservation Fees. The terms of such a Pioneer Agreement would be those normally and customarily used by the City for similar cases of privately advanced funds for construction of utilities infrastructure.

8. **Miscellaneous Terms.**

- 8.1. Developer acknowledges that City has advised it that reuse water will be provided by City to Developer based on current agreements City has with respect to use and distribution of reuse water. References in this Agreement to provision of reuse water shall not constitute a commitment of City to provide reuse water to Developer, provision of such reuse water will be subject to City's ability to provide reuse water to Developer for use on the Property.
- 8.2. City's Land Development Regulations require dual systems for irrigation, Florida Friendly landscaping, energy efficient construction, energy efficient appliances, and underground utilities. These Land Development Regulations will apply to Development of the Property.
- 8.3. Fire flow volumes and pressures are limited by City's potable water extension service infrastructure. The fire flow volumes and pressure flow which will be provided by City are appropriate for single family homes. Requirements for enhanced fire flow volumes, and pressures, over extended time periods may require Developer construct a storage tank with pressure pumps, or otherwise supplement existing potable water delivery, at Developer's expense. City shall not reduce its fire flow volumes and pressures after Developer has commenced development of the Property.
- 8.4. Developer, any Homeowners Association created for the Property, and individual property owners of portions of the Property must comply with the City of Wildwood Residential Design Standards and any other applicable Ordinances or Land Development Regulations.
- 8.5. Developer will be responsible for costs associated with the recording of this document in the Sumter County Public Records.
- 8.6. All utility easements to be provided by Developer to City must be twenty feet (20') in width and reflected and noted on the approved site plans and plats as submitted by the Developer. If the Developer needs to relocate any existing utility main lines within the existing easement for any reason, the design and realignment must be approved by the City, and Developer must provide any additional easement required, which must be executed and recorded. All costs of the relocated utility lines will be the responsibility of the Developer including, but not limited to, design, review, permitting, materials, labor and equipment. A complete set of as-built drawings for the relocated utility mains must be provided to the City prior to the issuance of the final Certificate of Occupancy.

9. **General Provisions.**

- 9.1. **Notices.** With respect to any Notices required to be given under the terms of this Agreement, such Notices shall be deemed given and effective:
 - 9.1.1. 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
 - 9.1.2. 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

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 1st 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.

- 9.2. **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.
- 9.3. **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.
- 9.4. **Default Provisions.**
- 9.4.1. 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.
- 9.4.2. 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.

- 9.4.3. 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.
- 9.4.4. 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.

9.5. Estoppel Statements.

- 9.5.1. 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:
- 9.5.1.1. 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.
- 9.5.1.2. Whether this Agreement has been assigned, modified or amended in any way by such Party (and if it has, stating the nature thereof).
- 9.5.1.3. That to the best of the requested Party's knowledge this Agreement, as of the Estoppel Statement date, is in full force and effect.
- 9.5.1.4. 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.
- 9.5.1.5. 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.

- 9.6. **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.
- 9.7. **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.
- 9.8. **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.
- 9.9. **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.
- 9.10. **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.
- 9.11. **Successors and Assigns.**
- 9.11.1. 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.
- 9.11.2. 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.
- 9.12. **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.

- 9.13. **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.
- 9.14. **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.
- 9.15. **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.
- 9.16. **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
DEVELOPER'S AGREEMENT
[CITY OF WILDWOOD, FLORIDA - WORD FAMILY, LLC]
BETWEEN CITY OF WILDWOOD AND WORD FAMILY, LLC

CITY OF WILDWOOD, FLORIDA, a Florida
Municipal Corporation

By: 
Title: MAYOR
Date: FEBRUARY 1, 2013

APPROVED AS TO FORM AND LEGALITY:


CITY ATTORNEY

ATTEST: 
CITY CLERK

APPROVED BY THE WILDWOOD CITY COUNCIL ON January 14, 2013.

SIGNATURE PAGE OF THE CITY OF WILDWOOD, FLORIDA
TO
DEVELOPER'S AGREEMENT
[CITY OF WILDWOOD, FLORIDA - WORD FAMILY, LLC]
BETWEEN CITY OF WILDWOOD AND WORD FAMILY, LLC

WORD FAMILY, LLC., a Florida Limited Liability Company

By: [Signature]
Manager
Date: 3/4, 2013

STATE OF FLORIDA
COUNTY OF Marion

The foregoing DEVELOPER'S AGREEMENT was acknowledged before me by Thomas
Word 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 4th day of March, 2013.

SUSAN C. BRINGLE
Notary Public, State of Florida
My comm. expires October 13, 2016
Comm. No. EE 835579

Print Name: Susan C. Bringle
Notary Public, State of Florida
Commission number: _____
Commission expires: _____

SCHEDULE OF EXHIBITS

EXHIBIT	REFERENCE	DESCRIPTION
A	Recital C	Legal – Property

EXHIBIT "A"
LEGAL - PROPERTY

THE WEST ½ OF THE NORTHEAST ¼ AND THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 4, TOWNSHIP 19 SOUTH, RANGE 23 EAST AND THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 3, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA LESS AND EXCEPT RIGHT OF WAY OF CR-466A AND CR 137.

BILLS FOR APPROVAL
City of Wildwood, Florida
March 11, 2013

3. f. 1.
Page 1 of 3

CITY COMMISSION-LEGISLATIVE DEPARTMENT

1	Bank of America	Florida League of Cities Registration - J Green	\$	300.00
2	Sumter Electric	Electric Service - Baker House	\$	53.62

CITY MANAGER-EXECUTIVE DEPARTMENT

3	Payroll	February 24, 2013 Pay Period - 2 Employees	\$	6,101.88
4	Bank of America	Techies Aid	\$	119.99
5	Dept of Management Services	Telephone Service	\$	5.25

CITY CLERK-FINANCIAL & ADMINISTRATIVE DEPARTMENT

6	Payroll	February 24, 2013 Pay Period - 4 Employees	\$	10,206.74
7	Besco Electric	Bulbs	\$	10.27
8	Dept of Management Services	Telephone Service	\$	5.49
9	IMS	Monthly Computer Maintenance	\$	413.00
10	Maggio Enterprises, Inc	Paper Products	\$	80.73
11	Martronics	Batteries	\$	7.92
12	ModSpace	Storage Pod Rental	\$	121.29
13	Office Depot	Office Supplies	\$	5.17
14	Progress Energy	Electric Service	\$	100.12
15	Unifirst	Rugs	\$	23.76
16	Villages Technology Solutions Group	Technical Support - All General Fund Departments	\$	487.50
17	Waste Management	6 Yard Dumpster - Annex	\$	184.07
18	Wildwood Ace Hardware	Toilet Cap, Velcro, Threadlock, Joint Cement, Paint	\$	28.11

DEVELOPMENT SERVICES

19	Payroll	February 24, 2013 Pay Period - 4 Employees	\$	8,800.65
20	CDW	Apple Ipad Mini WiFi	\$	364.00
21	Dept of Management Services	Telephone Service	\$	5.25
22	Office Depot	Office Supplies	\$	1.72

HUMAN RESOURCES

23	Payroll	February 24, 2013 Pay Period - 1 Employees	\$	2,014.84
24	Dept of Management Services	Telephone Service	\$	5.25
25	Office Depot	Office Supplies	\$	1.72

POLICE DEPARTMENT

26	Payroll	February 24, 2013 Pay Period - 29 Employees	\$	62,006.68
27	Bank of America	Gamma Tech, Badge Wall, Amazon Marketplace	\$	753.25
28	Central Sumter Utility LLC	Electric Service	\$	38.58
29	Chief Law Enforcement	Repl Strb	\$	52.99
30	Dept of Management Services	Telephone Service	\$	355.97
31	George Nahas Chevrolet, Inc	Sensor	\$	14.47
32	Jiffy Exhaust Systems, Inc.	Muffler and Clamp	\$	108.49
33	L3 Communications	In Car Video System	\$	4,943.00
34	Danielle Lair	Personal Vehicle Use	\$	42.38
35	Maggio Enterprises, Inc	Paper Products	\$	42.24
36	Martronics	Batteries	\$	219.96
37	Office Depot	Office Supplies	\$	79.56
38	Progress Energy	Electric Service	\$	882.70
39	Shell	Gasoline	\$	61.47
40	Sirchie	Megawand, Photo Adhesive, Specimen Kit, Etc.	\$	247.39
41	Southern Custom Creations	Graphics Kits	\$	1,950.00
42	Sumter Electric	Electric Service	\$	192.32
43	Wildwood Ace Hardware	Nozzle Gun, Hose, Padlock, Master Key, Ring Key Spl	\$	109.14

STREET DEPARTMENT

44	Payroll	February 24, 2013 Pay Period - 9 Employees	\$ 16,212.06
45	City Electric Supply Company CES	Bulbs	\$ 80.94
46	Culligan	Cooler Rental and Bottled Water	\$ 18.37
47	Dept of Management Services	Telephone Service	\$ 1.08
48	Harris Tree Service, Inc	Removal of Trees and Stump Grinding	\$ 800.00
49	Hi-Way Sign Company	Galvanized Channel Post	\$ 408.48
50	Maggio Enterprises, Inc	Paper Products	\$ 26.42
51	Office Depot	Office Supplies	\$ 4.59
52	PowerPlan	Highland Tractor Part	\$ 359.86
53	Progress Energy	Electric Service	\$ 4,369.93
54	Stone Petroleum Products, Inc	Measuring Stick 14'	\$ 21.19
55	Unifirst	Uniforms	\$ 259.10
56	UPS	Postage	\$ 6.36
57	Waste Management	Tipping Fee	\$ 827.56
58	Wildwood Ace Hardware	Concrete Mix, Nylon, Posthole Digger, Grab Hook, Etc	\$ 238.05

FLEET SERVICES

59	Payroll	February 24, 2013 Pay Period - 2 Employees	\$ 5,062.07
60	Culligan	Cooler Rental and Bottled Water	\$ 18.37
61	Dept of Management Services	Telephone Service	\$ 1.08
62	Progress Energy	Electric Service	\$ 79.78
63	Unifirst	Uniforms	\$ 239.22
64	Wildwood Ace Hardware	Electric Engraver, Weld Wire, Duct Tape, Reducers	\$ 71.75

COMMUNITY RE-DEVELOPMENT

65	Bill Gregory Excavating, Inc	Demo of Old Library and Drive Way	\$ 13,128.00
66	Dept of Management Services	Telephone Service	\$ 5.28

PARKS AND RECREATION

67	Payroll	February 24, 2013 Pay Period - 5 Employees	\$ 7,105.03
68	Bank of America	Walmart	\$ 29.94
69	Dept of Management Services	Telephone Service	\$ 5.25
70	John Deere Landscapes	Paint Tourn Bulk White	\$ 272.50
71	Logan Sitework Contractors, Inc	Ball Clay	\$ 135.00
72	Martronics	Batteries	\$ 36.36
73	Nature Calls Inc	Port O Let Rental	\$ 505.00
74	Progress Energy	Electric Service	\$ 115.15
75	Unifirst	Uniforms	\$ 205.40
76	Wildwood Ace Hardware	Car Wax, Grease, Bleach, Chlorine, Master Key, Etc	\$ 221.34

COMMUNITY CENTER & OXFORD COMMUNITY CENTER

77	Century Link	Telephone Service	\$ 400.82
78	Amanda Clements	Rental Refund - MLK Building	\$ 92.80
79	Anytime Fitness	Portable Stage	\$ 400.00
80	City Electric Supply Company CES	Bulbs	\$ 109.44
81	J. Angel Crozier	Rental Deposit Refund - Oxford Community Center	\$ 50.00
82	Reida Glenn	Rental Deposit Refund - Oxford Community Center	\$ 50.00
83	Dianne Gudaitis	Cancellation Deposit Refund - Wildwood Community C	\$ 131.25
84	Luis Guerrero	Rental Deposit Refund - Wildwood Community Center	\$ 675.00
85	Alicia McCray	Rental Deposit Refund - Oxford Community Center	\$ 50.00
86	Bill Rogers	Rental Deposit Refund - Wildwood Community Center	\$ 90.00
87	Unifirst	Rugs	\$ 63.38

PHYSICAL ENVIRONMENT ADMINISTRATIVE DEPARTMENT

88	Payroll	February 24, 2013 Pay Period - 3 Employees	\$ 5,058.35
89	Besco Electric	Bulbs	\$ 10.27
90	Business Basics Etc., LLC.	Water Bills, Work Orders	\$ 1,116.00

91	Century Link	Telephone Service	\$ 41.44
92	Paula Corbin	Personal Vehicle Use	\$ 14.13
93	Dept of Management Services	Telephone Service	\$ 5.25
94	IMS	Monthly Computer Maintenance	\$ 115.00
95	Maggio Enterprises, Inc	Paper Products	\$ 80.73
96	Office Depot	Office Supplies	\$ 242.59
97	Postmaster	Postage - Utility Billing	\$ 867.00
98	Unifirst	Rugs	\$ 23.76
99	Villages Technology Solutions Group	Technical Support - All Enterprise Fund Departments	\$ 487.50
100	Wildwood Ace Hardware	Toilet Cap, Velcro, Threadlock, Joint Cement, Paint	\$ 28.09

UTILITY DEPARTMENT

101	Payroll	February 24, 2013 Pay Period - 21 Employees	\$ 41,153.39
102	Acton Mobile Industries	Lease on Modular Building	\$ 600.27
103	Bank of America	Florida Surveying and Maps	\$ 198.00
104	Brenntag	Liquid Chlorine	\$ 988.56
105	Century Link	Telephone Service	\$ 70.31
106	Dept of Management Services	Telephone Service	\$ 3.80
107	Florida City & County Management	Membership Dues	\$ 264.00
108	FL. Industrial Pretreatment Assoc.	Membership Application Jan-Dec 2013	\$ 30.00
109	Fort Bend Services, Inc	Polymer	\$ 2,064.15
110	Jared Fort	Personal Vehicle Use	\$ 6.25
111	HACH	Sensor Cap Assy, DO Probe	\$ 693.95
112	Interstate Electrical Services	Coleman Prison Plant Repair	\$ 29,682.06
113	Martronics	Batteries	\$ 55.92
114	MMD Computers	Repair on Bruce and Shelley's Machines	\$ 205.00
115	Odyssey Manufacturing Co.	Hypochlorite Solutions	\$ 2,057.57
116	Office Depot	Office Supplies	\$ 6.27
117	Bruce Phillips	Professional Engineers Pd on Personal Card	\$ 255.00
118	Progress Energy	Electric Service	\$ 94.25
119	Sumter Electric	Electric Service	\$ 2,386.10
120	Test America	Environmental Testing	\$ 84.00
121	The Dumont Company, Inc	Hypochlorite Solutions, Clear Flow	\$ 2,825.50
122	TurfMasters and Associates, Inc	Lawn Fertilization and Pest Control - 10 Ball Fields	\$ 2,465.00
123	Unifirst	Uniforms	\$ 735.05
124	UPS	Postage	\$ 17.78
125	Jeff Webster	Personal Vehicle Use	\$ 5.77
126	Wildwood Ace Hardware	Fasteners, Couplers, Cable Ties, Wheel, Utility Blade	\$ 163.68

ATTORNEYS/CONSULTANTS/SURVEYORS

127	CRI Carr Riggs & Ingram	Progress Billing on 2012 Audit	\$ 15,000.00
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FUEL INVENTORY

128	Stone Petroleum Products, Inc.	Unleaded and Diesel Gasoline	\$ 10,952.99
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TOTAL			\$ 275,686.86
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CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

SEAL

ATTEST: _____
Joseph Jacobs, City Clerk

Ed Wolf, Mayor

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Request to purchase City Property – a portion of Millennium Park

REQUESTED ACTION: Commission direction regarding request.

Work Session (Report Only) **DATE OF MEETING:** 3/11/13
 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:

Multiple requests have been requested to purchase a portion of City-owned property, a portion of parcel IDs G08=018, G08=039, and G08=047, which are contiguous to property owned by the requestors, as noted on the attached map. It is generally located to the southwest of the intersection of Powell Road and Huey Street. The total area is approximately sq. ft., or 0.45 ac. MOL.

Staff is requesting direction from the Commission to set a price for and authorize the sale of the property; to decline the sale; or to obtain a professional appraisal of the property that accurately reflects current market conditions prior to sale. Due to the redirection of Huey Street to the south, any option to sell the property must also come with direction to obtain a professional survey in order to establish the boundaries of the property to be sold.

Under the terms of the grant utilized to acquire Millennium Park, the proceeds of any sale must be directed back to the Parks and Recreation Department.



Melanie Peavy
Development Services Director

CITY PARK LAND
FOIL POND/AREAS



Sumter County Property Appraiser Ronnie Hawkins, CPA - Supervisor Phone: 352-569-2900		0 52 104 156 208 260 ft	
PARCEL: -			
Name:	LandVal		
Site:	JustVal		
Mail:	Assd		
Sales Info	Exmpt		
Info	Taxable		

This information, GIS Map Updated: 4/10/2012, was derived from data which was compiled by the Sumter County Property Appraiser Office solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of the ownership of property or market value. No warranties, expressed or implied, are provided for the accuracy of the data herein, it's use, or it's interpretation. Although it is periodically updated, this information may not reflect the data currently on file in the Property Appraiser's office. The assessed values are NOT certified values and therefore are subject to change before being finalized for ad valorem assessment purposes.

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: SP 1301-02 Windward at Lakeside Landings – Improvement Plan

REQUESTED ACTION: Improvement Plan approval (SP 1301-02)

Work Session (Report Only) **DATE OF MEETING:** 3/11/2013
 Regular Meeting Special Meeting

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

BUDGET IMPACT: _____

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

HISTORY/FACTS/ISSUES:

The applicant seeks Improvement Plan approval from the City Commission for the Windward at Lakeside Landings Plat to subdivide a portion of parcel D21=003 into twenty-five lots with shared infrastructure. This subdivision is a continuation of the Lakeside Landings Planned Development (PD) and reduces the number of living units from the conceptual plan from 32 duplexes to 25 single family homes. **Staff recommends approval of the Improvement Plan for the Windward at Lakeside Landings Plat (case SP 1301-02), subject to approval, exemption or permitting of the project by all agencies of competent jurisdiction.**

Case SP 1301-02 was considered by the Planning & Zoning Board/Special Magistrate on Tuesday, March 5, 2012. The Planning & Zoning Board/Special Magistrate gave a favorable recommendation of the Improvement Plan to the City Commission.



Melanie D. Peavy, Director
Development Services Director

City of Wildwood
Planning & Zoning Board/Special Magistrate

The case below was heard on Tuesday, March 5, 2013 by the Special Magistrate. The applicant seeks approval and favorable recommendation from the Wildwood Planning and Zoning Board/Special Magistrate for Improvement Plan approval of the Windward at Lakeside Landings Plat to subdivide a portion of parcel D21=003 into twenty-five lots with shared infrastructure. The site is generally located to the east of N US 301 and south of C-472.

Case: SP 1301-02

Parcel: A portion of D21=003

Owner: Power Corporation

Applicant: John Agnelli

Based upon the testimony and information presented, the Special Magistrate recommends approval and favorable recommendation of the Improvement Plan for the Windward at Lakeside Landings Plat, project number SP 1301-02, to the City Commission subject to approval, exemption, or permitting by all agencies of competent jurisdiction. The Engineer of Record is Jeffrey A. Head with Farner, Barley & Associates, of Wildwood, Florida.

Dated: March 6, 2013

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

**CITY OF WILDWOOD
Planning & Zoning Board/Special Magistrate**

Case No: SP 1301-02 – Improvement Plan (Plat) – Windward at Lakeside Landings

Owner: Power Corporation

Applicant: John Agnelli

Parcel: D21=003, et.al.

The applicant seeks improvement plan approval under the subdivision (plat) process and favorable recommendation from the City of Wildwood Planning and Zoning Board/Special Magistrate for the next phase of their approved planned development, Windward at Lakeside Landings.

The applicant has responded to and satisfied all comments and concerns raised at the Project Review Committee meeting. The project meets the minimum requirements of the Land Development Regulations and the Project Review Committee recommended the Project be placed on the Planning and Zoning Board agenda for consideration.

Staff recommends that the Planning & Zoning Board forward a recommendation to the City Commission for approval of the site plan, subject to approval, exemption or permitting of the project by all agencies of competent jurisdiction.

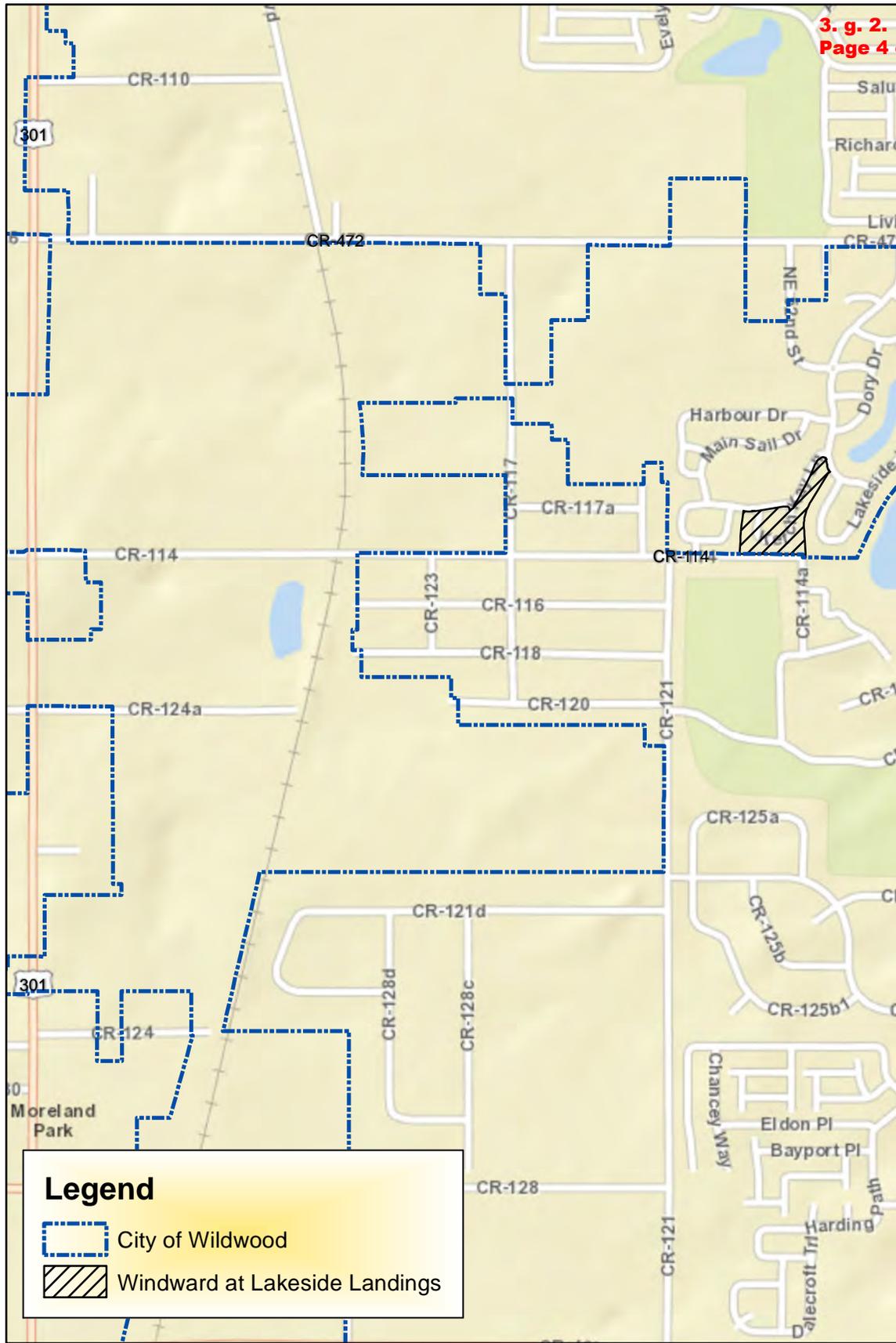
Under subsection 1.7 (B)(1) of the Land Development Regulations (LDRs), the Planning and Zoning Board/Special Magistrate has a duty to make a recommendation to the City Commission on all proposed improvement plans under the subdivision process in accordance with the procedure outlined in subsection 1.14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

This office has duly noticed this meeting as prescribed by City of Wildwood Code for PUBLIC NOTICES. Notice has been posted on the notice board at City Hall and on the bulletin board at the Wildwood Post Office. A notice of this meeting was published in a newspaper of general circulation (Daily Commercial) on Friday, February 22, 2013.



DATED: February 27, 2013

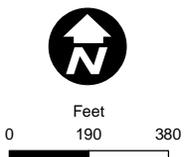
Melanie D. Peavy
Development Services Director



F:\Terr\GIS\Maps\Location - Windward at Lakeside Landings.mxd - 2/28/2013 3:11:37 PM - toneal



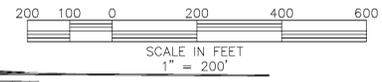
City of Wildwood
 100 North Main Street
 Wildwood, FL 34485
 Phone: (352) 330-1330
 www.wildwood-fl.gov



LOCATION MAP

**WINDWARD AT LAKESIDE LANDINGS
 WILDWOOD, FLORIDA**

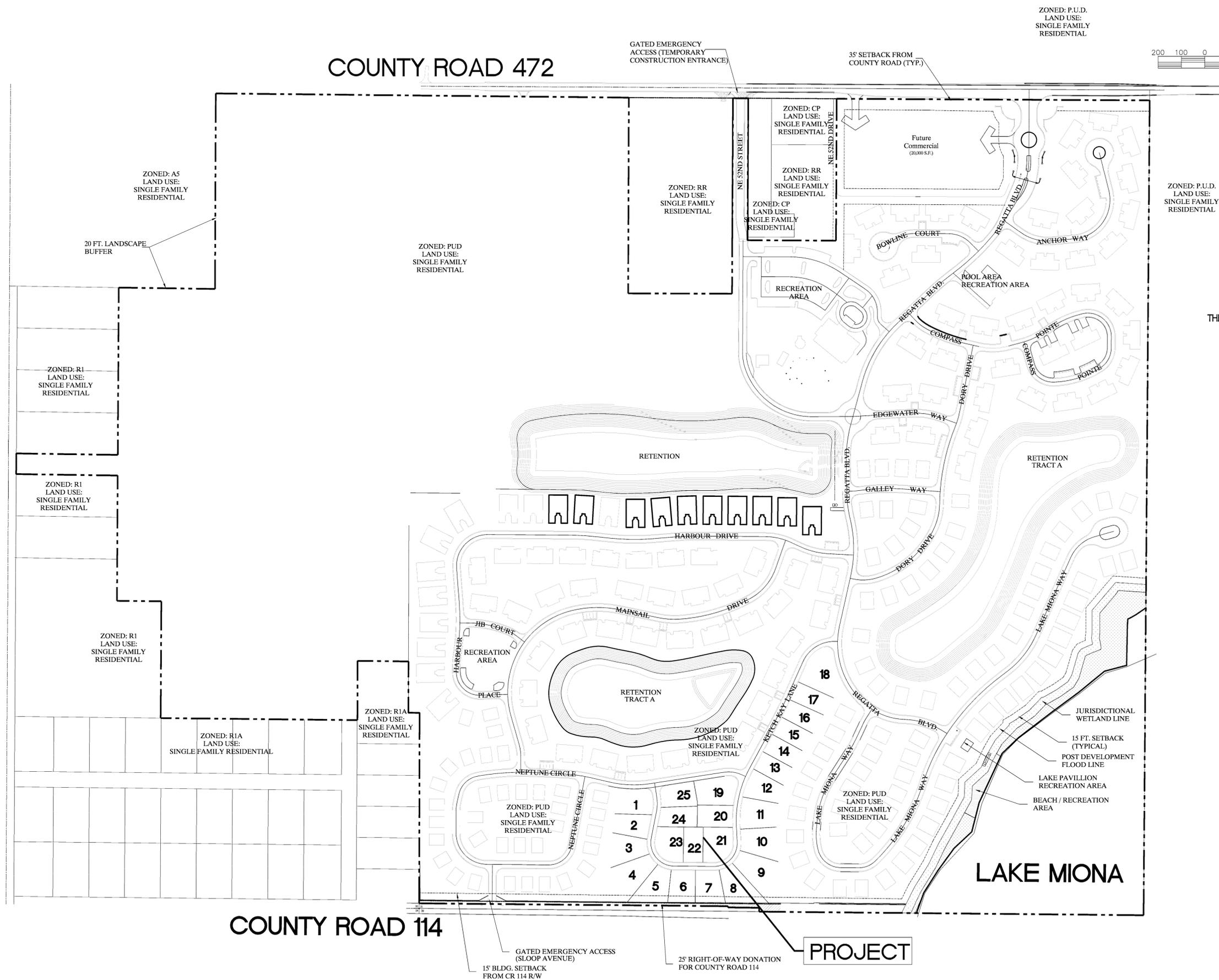
FEBRUARY 2013 IMPROVEMENT PLAN



COUNTY ROAD 472

COUNTY ROAD 117

COUNTY ROAD 114



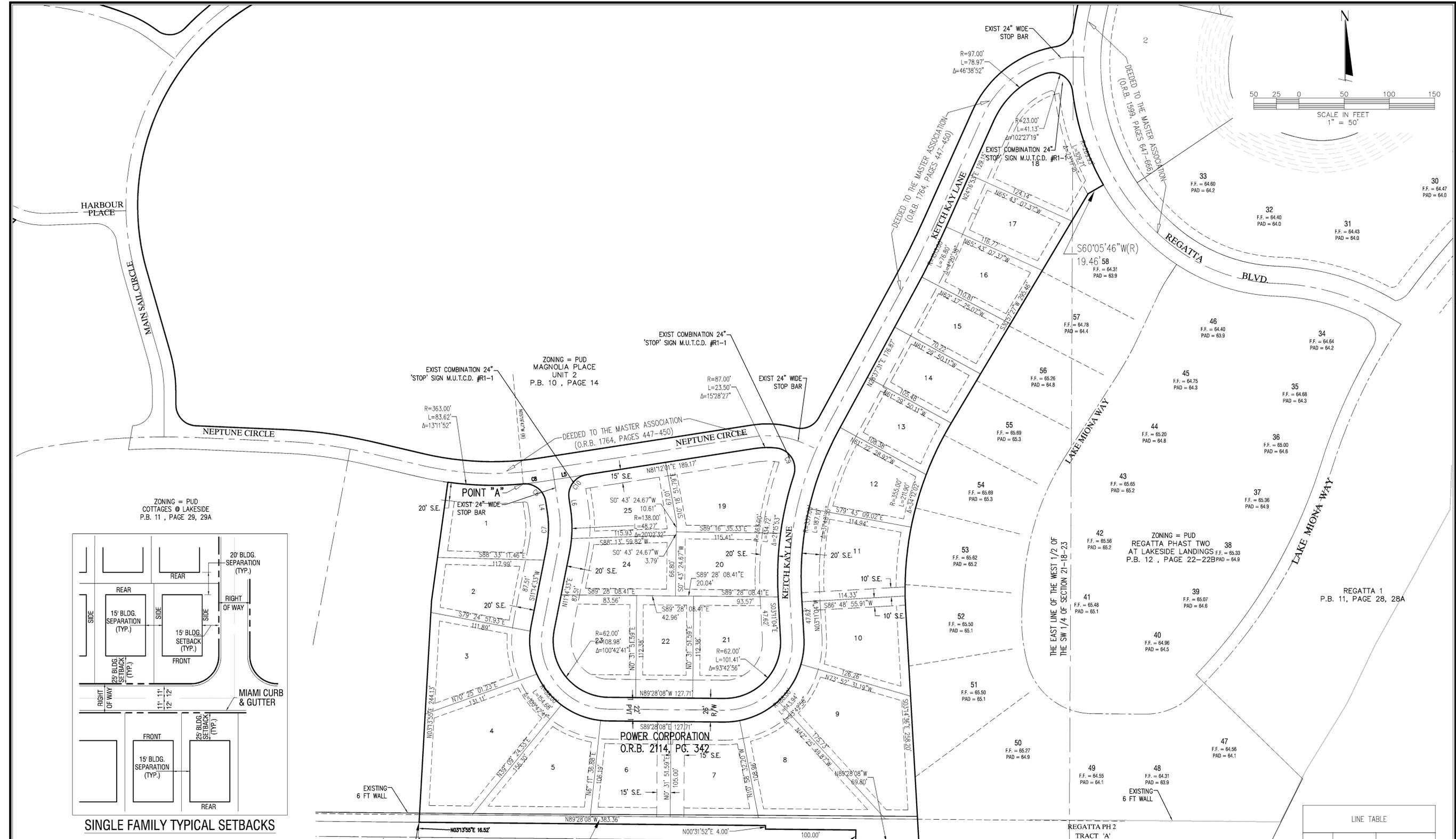
REVISIONS	DATE

ENGINEERS SURVEYORS PLANNERS
FARNER BARLEY AND ASSOCIATES, INC.
 Certificate of Authorization Number: 47709
 4450 N.E. 85th Road • Winterwood, Florida 34785 • (352) 748-3126

WINDWARD AT LAKESIDE LANDINGS
MASTER DEVELOPMENT PLAN

DATE: 03/08/12
 DRAWN BY: JDD
 CHKD BY: JAH
 FILE NAME: 02_SHR_MSTR_PLN
 JOB NO.: 043026.0043

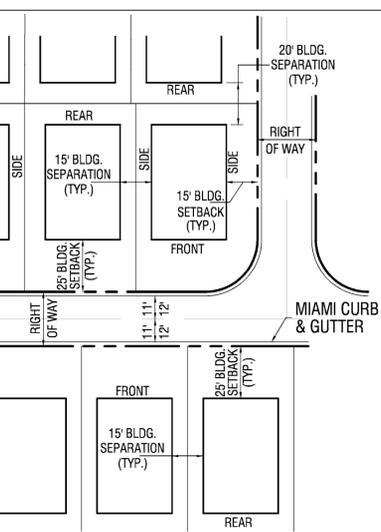
S:\SUBMITTIONS\WINDWARD AT LAKESIDE LANDINGS - WINDWARD (PHASES)\CIVIL\CONSTRUCTION\WINDWARD MASTER PLAN.dwg, 2/20/2013 2:17:57 PM, dwh, KPI310.dwg, p3, 11



ZONING = PUD
COTTAGES @ LAKESIDE
P.B. 11, PAGE 29, 29A

ZONING = PUD
MAGNOLIA PLACE
UNIT 2
P.B. 10, PAGE 14

ZONING = PUD
REGATTA PHASE TWO
AT LAKESIDE LANDINGS
P.B. 12, PAGE 22-22B
PAD = 64.9



SINGLE FAMILY TYPICAL SETBACKS

OPEN AREA
WINDWARD AT LAKESIDE LANDINGS

PROJECT AREA = 5.57 AC. (242,629 SF.)
EXISTING ROADWAYS FRONTING PROJECT AREA = 0.78 AC. (33,977 S.F.)
TOTAL AREA = 6.32 AC.
TOTAL LOT IMPERVIOUS AREA = 1.77 AC. (77,250 S.F.)
(BASED ON AN AVERAGE 3,090 S.F. IMPERVIOUS PER LOT)
EXISTING ROADWAY = 0.78 AC.
TOTAL IMPERVIOUS = 2.55 AC. (40.2%)
TOTAL OPEN SPACE (PERVIOUS) = 3.80 AC. (59.8%)

POINT OF BEGINNING
SOUTHEAST CORNER OF
TRACT 'A' OF COTTAGES
AT LAKESIDE LANDINGS
PLAT BOOK 11, PAGES 29-29A

THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 21-18-23

SITE NOTES FOR
WINDWARD AT LAKESIDE LANDINGS

OWNER-DEVELOPER - POWER CORPORATION.
2666 AIRPORT ROAD
NAPLES, FLORIDA 34112

NOTE:
THIS SITE IS TO BE SEEDED AND MULCHED ONCE GRADED, AND SOD
WILL THEN REPLACE THE SEED ONCE HOME CONSTRUCTION BEGINS.
LOCATED IN SECTION 21, TOWNSHIP 18 SOUTH, RANGE
23 EAST, SUMTER COUNTY, FLORIDA.
NO LOTS ARE LOCATED WITHIN THE 100 YEAR FLOOD ZONE.

SITE DATA	
TOTAL ACRES	5.57 AC.
NUMBER OF UNITS	25
EXISTING ZONING	PUD
DENSITY (DU/AC)*	4.48 DU/AC
LENGTH OF ROADWAY INTERNAL TO UNIT	1321 L.F.
WATER & SEWER SUPPLIED BY	CITY OF WILDWOOD
ELECTRIC SUPPLIED BY	PROGRESS ENERGY

LINE TABLE		
LINE	LENGTH	BEARING
L1	11.89'	S8°47'59"E
L2	48.64'	N81°12'01"E
L3	11.18'	N8°47'59"W

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C6	34.74'	23.00'	86°31'48"	S52°03'53"E	31.53'
C7	39.18'	112.00'	20°02'32"	S01°31'17"W	38.98'
C8	21.98'	363.00'	3°28'12"	N82°56'07"E	21.98'
C9	40.71'	23.00'	101°24'21"	S32°37'21"E	35.60'
C10	36.13'	23.00'	90°00'00"	N36°12'01"E	32.53'

EASEMENT LEGEND
S.E. = INDICATES SPECIAL EASEMENT FOR LANDSCAPING AND/OR
THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION
OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR
OTHER PUBLIC UTILITIES AND/OR DRAINAGE FACILITIES AND/OR
WALL FENCING AND/OR GOLF CART PATHS.

REVISIONS

DATE

ENGINEERS
SURVEYORS
PLANNERS

**FARNER
BARLEY**
AND ASSOCIATES, INC.

Certificate of Authorization Number: 4709
4450 N.E. 53rd Road • Wildwood, Florida 34785 • (352) 748-3126

WINDWARD AT LAKESIDE LANDINGS
SITE GEOMETRY PLAN

DATE 3/12/2012
DRAWN BY JDD
CHKD BY JAH
FILE NAME 04 WINDWARD SITE
JOB NO. 043026.0043

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: SP 1301-03 Harry Harmer Lot 4 Block A Site Plan

REQUESTED ACTION: Site Plan approval (SP 1301-03) to construct a 4,200 sq. ft. warehouse building on Lot 4 Block A in the South Wildwood Industrial Park (Parcel G30D001).

Work Session (Report Only)
 Regular Meeting

DATE OF MEETING: 3/11/2013
 Special Meeting

CONTRACT: N/A

Effective Date: _____
Managing Division / Dept: _____

Vendor/Entity: _____
Termination Date: _____

BUDGET IMPACT: _____

Annual
 Capital
 N/A

FUNDING SOURCE: _____

EXPENDITURE ACCOUNT: _____

HISTORY/FACTS/ISSUES:

The applicant seeks Site Plan approval from the City Commission to construct a 4,200 sq. ft. warehouse building on Lot 4 Block A in the South Wildwood Industrial Park with paved parking and driveway. The building will be used for commercial / industrial warehouse space. **Staff recommends approval of the Site Plan, subject to approval, exemption or permitting of the project by all agencies of competent jurisdiction.**

Case SP 1301-03 was considered by the Planning & Zoning Board/Special Magistrate on Tuesday, March 5, 2013. The Planning & Zoning Board/Special Magistrate gave a favorable recommendation of the Site Plan to the City Commission.



Melanie D. Peavy, Director
Development Services Director

City of Wildwood
Planning & Zoning Board/Special Magistrate

The case below was heard on Tuesday, March 5, 2013 by the Special Magistrate. The applicant seeks approval and favorable recommendation from the Wildwood Planning and Zoning Board/Special Magistrate for the construction of a 4,200 sq. ft. building in the South Wildwood Industrial Park with associated improvements and parking. The property is generally located to the west of US Hwy 301 on NE 37th Drive.

Case: SP 1301-03

Parcel: G30D001

Owner: Harry Harmer

Applicant: Bill Keen

Based upon the testimony and information presented, the Special Magistrate recommends approval and favorable recommendation of the Harry Harmer Lot 4 Block A Site Plan, project number SP 1301-03, to the City Commission subject to approval, exemption, or permitting by all agencies of competent jurisdiction. The Engineer of Record is David Springstead, Springstead Engineering, of Leesburg, Florida.

Dated: March 6, 2013

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

**CITY OF WILDWOOD
Planning & Zoning Board/Special Magistrate**

Case No: SP 1301-03 – Harry Harmer Lot 4 Block A

Owner: Harry Harmer

Applicant: Bill Keen

Parcels: G30D001

The applicant seeks site plan approval and favorable recommendation from the City of Wildwood Planning and Zoning Board/Special Magistrate for the construction of a 4,200 sq. ft. building in the South Wildwood Industrial Park with associated improvements and parking.

The applicant has responded to and satisfied all comments and concerns raised at the Project Review Committee meeting. The project meets the minimum requirements of the Land Development Regulations and the Project Review Committee recommended the Project be placed on the Planning and Zoning Board agenda for consideration.

Staff recommends that the Planning & Zoning Board forward a recommendation to the City Commission for approval of the site plan, subject to approval, exemption or permitting of the project by all agencies of competent jurisdiction.

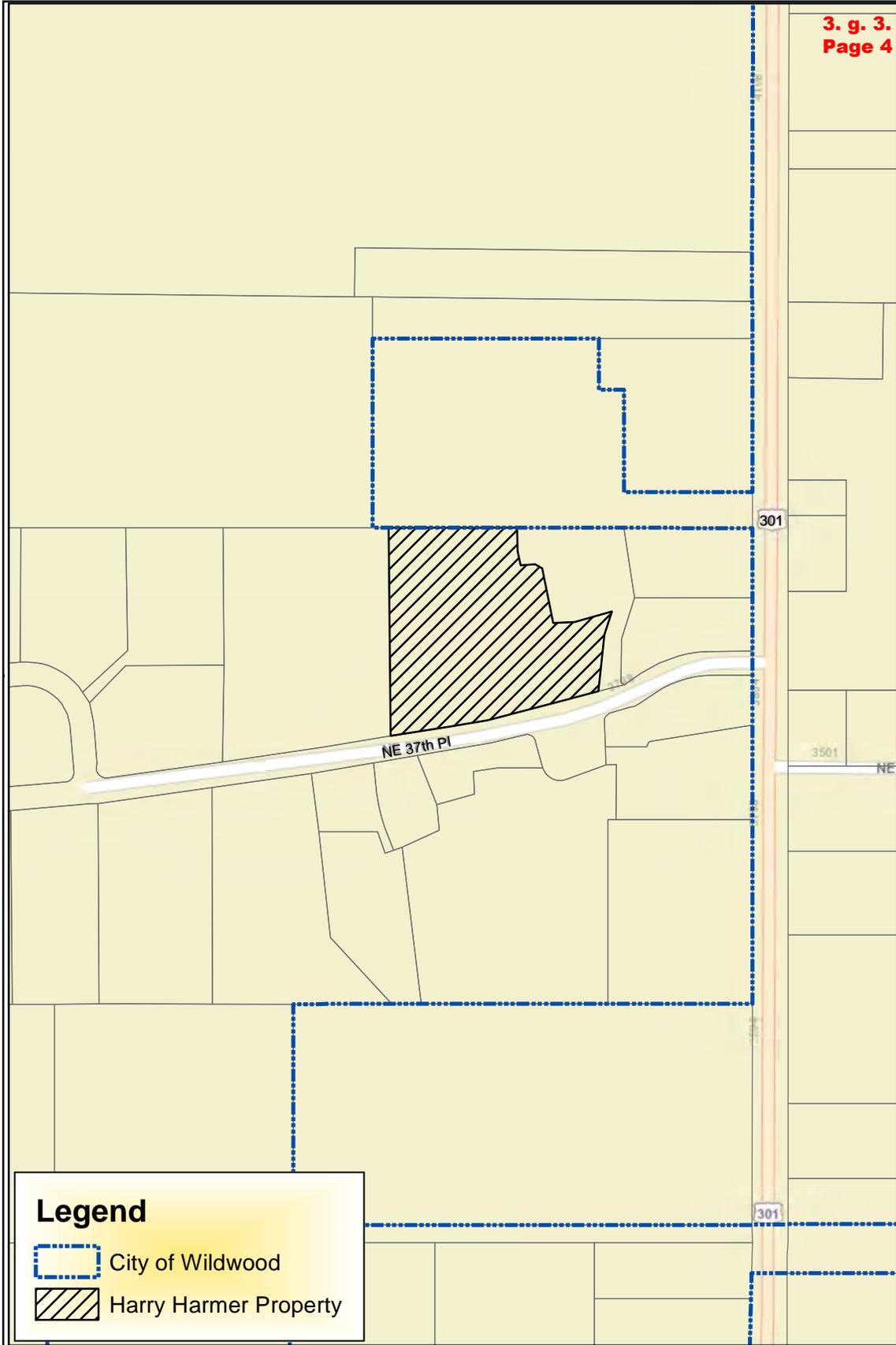
Under subsection 1.7 (B)(1) of the Land Development Regulations (LDRs), the Planning and Zoning Board/Special Magistrate has a duty to make a recommendation to the City Commission on all proposed Site Plans in accordance with the procedure outlined in subsection 1.14 (B)(5) and the criteria for the approval of site plans as defined in section 4.4 of the LDRs.

This office has duly noticed this meeting as prescribed by City of Wildwood Code for PUBLIC NOTICES. Notice has been posted on the notice board at City Hall and on the bulletin board at the Wildwood Post Office. A notice of this meeting was published in a newspaper of general circulation (Daily Commercial) on Friday, February 22, 2013.



DATED: February 27, 2013

Melanie D. Peavy
Development Services Director



Legend

-  City of Wildwood
-  Harry Harmer Property

F:\Terr\GIS\Maps\Location\Location - Harry Harmer.mxd - 2/27/2013 4:37:09 PM - tioneal



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



Feet
0 190 380

LOCATION MAP

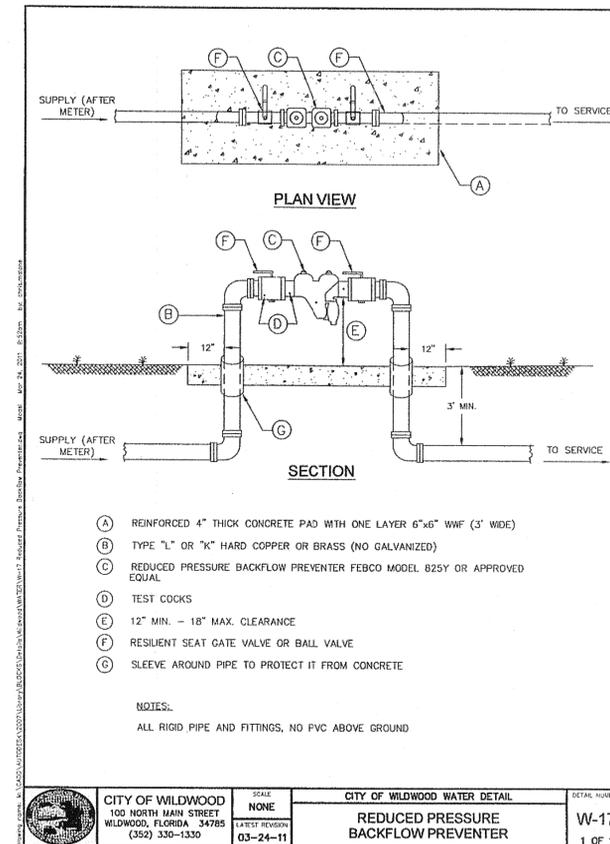
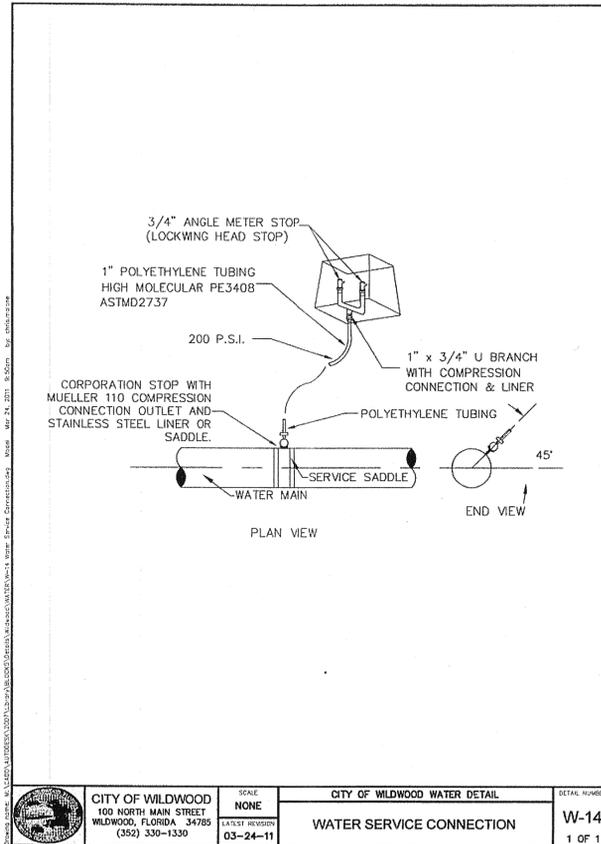
**HARRY HARMER
WILDWOOD, FLORIDA**

February 2013

Site Plan

The engineer expressly reserves the exclusive common law copyright and property rights to these drawings which may not be reproduced, changed or copied in any form or manner, nor are they to be assigned to any party without the engineers written consent.

J:\Land Projects 2008\1210005.002.dwg LOT 4 BLK A.dwg, DET, 2/8/2013 5:00:43 PM, ***JRH***



REV.	BY:	DESCRIPTION	DATE:

CLIENT:	HARRY HARMER
PROJECT:	SOUTH WILDWOOD INDUSTRIAL PARK
DRAWING:	LOT 4 BLK A - 4200 SF BUILDING SITE DETAILS
	2 of 2

Springstead Engineering, inc.

Consulting Engineers
Planners
Surveyors

CA-0001723
LB-0001723

727 South 14th Street
Leesburg, FL 34748
(352) 787-1414

SCALE: AS SHOWN	FILE: LOT 4 BLK A	DATE: 2/2013
DESIGN: <i>JRH</i>	DRAWN: JRH	CHECKED: <i>JRH</i>

DRAWING:
LOT 4 BLK A - 4200 SF BUILDING
SITE DETAILS

CLIENT: HARRY HARMER
SOUTH WILDWOOD INDUSTRIAL PARK

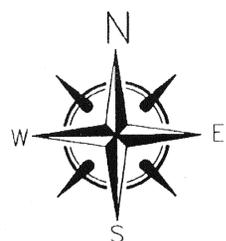
JOB NO.: 1210005.002 SHEET: 2
OF: 2



SOUTH WILDWOOD INDUSTRIAL PARK

A SUBDIVISION IN SECTION 30, TOWNSHIP 19 SOUTH, RANGE 23 EAST, CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

A PORTION OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4; AND THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCE AT THE SE CORNER OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, THENCE WEST ALONG THE SOUTH LINE OF SAID NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTHWEST 1/4, A DISTANCE OF 450 FEET TO THE POINT OF BEGINNING, THENCE N89°55'46"W ALONG SAID SOUTH LINE A DISTANCE OF 526.31 FEET, THENCE N06°50'37"W A DISTANCE OF 425.08 FEET, THENCE S70°42'38"W A DISTANCE OF 50 FEET, THENCE N19°17'22"W A DISTANCE OF 63.92 FEET TO A POINT OF CURVATURE, CONCAVE SOUTHWESTERLY HAVING A CENTRAL ANGLE OF 1°04'33" AND A RADIUS OF 532.57 FEET, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 10 FEET, (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N18°45'06"W 10.00 FEET), THENCE N89°56'20"W A DISTANCE OF 151.93 FEET, THENCE S06°16'41"E A DISTANCE OF 295.13 FEET, THENCE S42°45'30"E A DISTANCE OF 247.99 FEET TO THE SOUTH LINE OF NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 30, THENCE N89°54'01"W ALONG SAID SOUTH LINE A DISTANCE OF 1603.88 FEET TO THE SOUTHWEST CORNER OF SAID NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTHWEST 1/4, THENCE N0°03'21"W ALONG THE WEST LINE OF SAID NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTHWEST 1/4, A DISTANCE OF 664.09 FEET TO THE NORTHWEST CORNER OF SAID NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTHWEST 1/4, ALSO BEING THE SOUTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, THENCE N0°02'19"W ALONG THE WEST LINE OF SAID SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 A DISTANCE OF 664.00 FEET TO THE NORTHWEST CORNER OF SAID SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4, THENCE S89°55'46"E ALONG THE NORTH LINE OF SAID SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 A DISTANCE OF 1603.17 FEET, THENCE CONTINUE ALONG SAID NORTH LINE S89°57'23"E A DISTANCE OF 1005.11 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 301, THENCE LEAVING SAID NORTH LINE S0°02'02"E ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 819.55 FEET TO THE NORTH LINE OF THE EAST 450 FEET OF THE SOUTH 510 FEET OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, THENCE N89°55'09"W ALONG SAID NORTH LINE A DISTANCE OF 404.73 FEET TO THE WEST LINE OF SAID EAST 450 FEET OF THE SOUTH 510 FEET OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTHWEST 1/4, THENCE S0°04'52"E ALONG SAID WEST LINE A DISTANCE OF 509.90 FEET TO THE POINT OF BEGINNING.

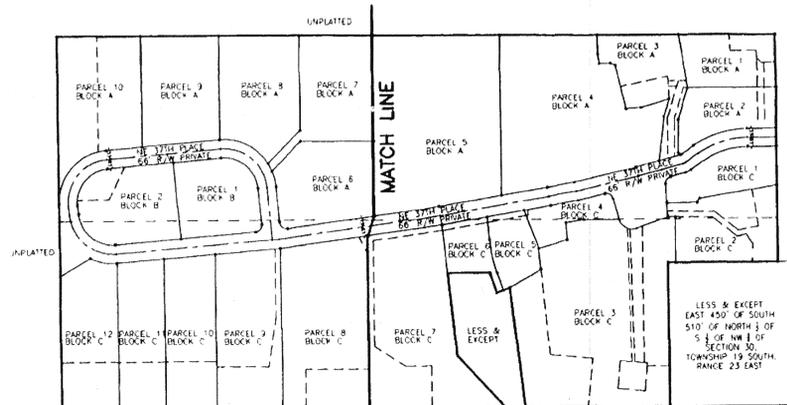


PLAT PREPARED BY:

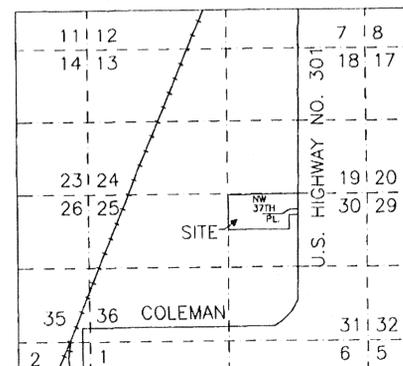
RICHARD J. HICKMAN
 LAND SURVEYING, INC.
 4449 S. PLEASANT GROVE ROAD
 INVERNESS, FLORIDA 34452
 (352) 726-3660

LEGEND:

- SET 5/8" IRON ROD WITH CAP "R.J. HICKMAN LS 4008"
- SET 4"x4" CONCRETE MONUMENT STAMPED "PRM R.J. HICKMAN LS 4008"
- SET NAIL & DISC "R.J. HICKMAN LS 4008"
- ⊙ FOUND 5/8" IRON ROD WITH CAP "R.J. HICKMAN LS 4008"
- ⊙ FOUND 4"x4" CONCRETE MONUMENT STAMPED "PLS 4393" (PRM)
- SET 4"x4" CONCRETE MONUMENT STAMPED "PCP PLS 4008"
- SET 5/8" IRON ROD WITH CAP "PCP R.J. HICKMAN LS 4008"
- ⊙ SET NAIL & DISC "PCP R.J. HICKMAN LS 4008"
- PRM PERMANENT REFERENCE MONUMENT
- P.O.B. POINT OF BEGINNING
- R/W RIGHT-OF-WAY
- P.C. POINT OF CURVATURE
- P.T. POINT OF TANGENCY



SHEET 3 INDEX & KEY MAP (NOT TO SCALE) SECTION 30, TOWNSHIP 19 SOUTH, RANGE 23 EAST



VICINITY MAP TOWNSHIP 19 SOUTH, RANGE 23 EAST (NOT TO SCALE)

GENERAL NOTES:

- 1) BEARINGS AS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF N89°55'46"W ON THE SOUTH LINE OF NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.
- 2) ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM) DATED MARCH 15, 1982, THE PROPERTY SHOWN HEREON APPEARS TO LIE IN FLOOD ZONE C, LOCATED ON COMMUNITY PANEL NUMBER 120296 0125 B.
- 3) U.S. HIGHWAY NO. 301 IS A PUBLIC ROAD AND IS MAINTAINED BY THE STATE OF FLORIDA.
- 4) WATER SERVICE PROVIDED BY THE CITY OF WILDWOOD, SEWER SERVICE PROVIDED BY INDIVIDUAL SEPTIC DISPOSAL SYSTEMS.
- 5) THIS DRAWING IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- 6) ADDITIONS, DELETIONS AND MODIFICATIONS TO THESE DRAWING BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED BY LAW WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- 7) THERE ARE 15 FOOT BUILDING SETBACK LINES ACROSS THE REAR AND SIDE BOUNDARY LINES AND A 25 FOOT BUILDING SETBACK LINES ACROSS THE FRONT BOUNDARY LINES.
- 8) THERE IS A 15 FOOT BUFFER AROUND THE WETLAND AREAS AS SHOWN ON THE PLAT THEREOF.
- 9) A 7.5 FOOT UTILITY EASEMENT LYING ADJACENT TO ALL OVERHEAD AND UNDERGROUND UTILITY LINES.
- 10) ALL DISTANCES SHOWN ARE IN FEET.
- 11) WITH REFERENCE TO CURVILINEAR LOTS, RADIAL LINES HAVE BEEN DESIGNATED BY (R). ALL OTHER LINES ARE NON-RADIAL.
- 12) A 7.5 FOOT DRAINAGE AND UTILITY EASEMENT ADJACENT TO ALL LOT LINES.
- 13) A 10 FOOT SUPPLEMENTAL EASEMENT ADJACENT TO ALL RIGHT-OF-WAY ARE RESERVED FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC AND PRIVATE UTILITIES AND DRAINAGE SERVING THIS SUBDIVISION.
- 14) A BLANKET EASEMENT FOR DRAINAGE IS RESERVED OVER ALL LOTS, LYING WITHIN 2 FEET OF ALL BUILDINGS.

NOTICE:

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL UNDER NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT, THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THIS SUBDIVISION ARE RECORDED IN THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.
 OR BOOK: 1953 PAGE: 679
 1970 PAGE: 700 Amended

OWNER'S DEDICATION

KNOWN ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED BEING THE OWNER(S) IN FEE SIMPLE OF THE LANDS DESCRIBED HEREON AND KNOWN AS HARRY HARMER, DO HEREBY DEDICATE SOUTH WILDWOOD INDUSTRIAL PARK PLAT FOR THE USES AND PURPOSES THEREON EXPRESSED AND DEDICATE ALL ROADS AND EASEMENTS, AS SHOWN HEREON TO THE PERPETUAL USE OF THE SOUTH WILDWOOD PROPERTY OWNERS ASSOCIATION, INC., IN WITNESS WHEREOF, THE UNDERSIGNED OWNER(S) HERETO SET THEIR HAND AND SEAL ON 8/6/2008

THE FOLLOWING FACILITIES ARE PRIVATELY OWNED: DRAINAGE FACILITIES AND ROADS WILL BE MAINTAINED BY SOUTH WILDWOOD PROPERTY OWNERS ASSOCIATION AND THE CITY OF WILDWOOD IS NOT RESPONSIBLE FOR THE MAINTENANCE OR IMPROVEMENTS OF SAME.

BY: Harry Harmer DATE: August 6, 2008
 HARRY HARMER
 BY: Maria Broun DATE: 8/6/2008
 NOTARY PUBLIC - STATE OF FLORIDA



DEVELOPMENT SERVICES DIRECTOR

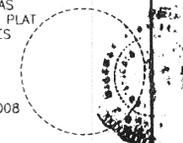
I HEREBY CERTIFY THAT LANDS CONTAINED HEREIN ARE ZONED PROPERLY AND THAT THE DEVELOPMENT HAS PROCEEDED THROUGH SUBDIVISION REQUIREMENTS. I FURTHER CERTIFY THAT I HAVE PRESENTED TO THE CITY COMMISSION FOR RECORDATION IN THE MINUTES OF THEIR MEETING ON 31 DAY OF July 2008, CERTIFIED BY THE CITY ATTORNEY, ATTESTED BY THE CITY CLERK.

BY: [Signature] DATE: 7/31/08
 DEVELOPMENT SERVICES DIRECTOR

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT OF SOUTH WILDWOOD INDUSTRIAL PARK IS A TRUE AND CORRECT REPRESENTATION OF THE LAND AS RECENTLY SURVEYED AND PLATTED UNDER MY DIRECTION; THAT THE PERMANENT REFERENCE MONUMENTS (PRM'S) AS SHOWN WERE IN PLACE AS OF THE 29TH DAY OF APRIL, 2008, AND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177, OF THE FLORIDA STATUTES AND CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE.

DATE: 07/31/2008 BY: [Signature]
 RICHARD J. HICKMAN
 PROFESSIONAL SURVEYOR AND MAPPER No. 4008
 4449 S. PLEASANT GROVE ROAD
 INVERNESS, FL 34452
 CERTIFICATE OF AUTHORIZATION NO. LB 6735



TITLE CERTIFICATE

RANDALL N. THORNTON, ATTORNEY AT LAW, DULY ADMITTED TO THE PRACTICE OF LAW IN THE STATE OF FLORIDA, CERTIFIES THAT ABSOLUTE FEE SIMPLE TITLE TO THE LAND DESCRIBED HEREIN IS VESTED IN HARRY J. HARMER, SUBJECT TO THE FOLLOWING EXCEPTIONS:
 1. TAXES FOR THE YEAR 2008 AND ALL SUBSEQUENT YEARS, WHICH ARE NOT YET DUE AND PAYABLE.
 2. EASEMENT IN FAVOR OF PROGRESS ENERGY RECORDED IN O.R. BOOK 1932, PAGE 303, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.
 3. DECLARATION OF COVENANTS AND RESTRICTIONS RECORDED IN O.R. BOOK 1953, PAGE 679, AS AMENDED IN O.R. BOOK 1970, PAGE 750, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA. THIS CERTIFICATE OF TITLE EXTENDS THROUGH July 24, 2008, @ 5:00 P.M.

[Signature]
 RANDALL N. THORNTON
 ATTORNEY AT LAW
 POST OFFICE BOX 58
 LAKE PANASOFFKEE, FLORIDA 33538

CITY SURVEYOR'S CERTIFICATE

THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY PER CHAPTER 177 BY THE UNDERSIGNED SURVEYOR AND MAPPER EMPLOYED BY THE CITY OF WILDWOOD, AND HAS BEEN FOUND TO CONFORM TO SUCH CHAPTER.

BY: [Signature] DATE: 8/14/08
 STEVEN E. BLANKENSHIP
 PRINT NAME: STEVEN E. BLANKENSHIP REGISTRATION NO.: 5361



CERTIFICATE OF APPROVAL OF CITY OFFICIALS

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE WILDWOOD SUBDIVISION COMMITTEE OF THE CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA AND WAS APPROVED BY THE BOARD FOR RECORD ON THIS 31 DAY OF July, 2008.

ATTEST: [Signature] [Signature]
 BENNIE BEDENBAUGH JIM STEVENS
 CITY ENGINEER CHAIRMAN, SUBDIVISION ADVISORY COMMITTEE

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE COUNCIL OF THE CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA, AND WAS APPROVED BY THE COUNCIL FOR RECORD ON THIS 31 DAY OF July, 2008.

[Signature] [Signature]
 JOSEPH JACOBS ED WOLF
 CITY CLERK MAYOR

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE ATTORNEY FOR THE CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA, AND APPROVED BY HIM OR HER AS TO FORM AND LEGALITY ON THIS 31 DAY OF July, 2008.

[Signature] 440116556.010
 JERRI BLARECITY
 CITY OF WILDWOOD, ATTORNEY

CLERK'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES AND WAS FILED FOR RECORD ON August 21st, 2008, AT 10:56 AM FILE NUMBER 23551 PLAT BOOK 11 PAGE 8-3A-B

CLERK OF THE COURT IN AND FOR SUMTER COUNTY, FLORIDA
 BY: [Signature] [Signature]
 PRINT NAME: Becky Howard DEPUTY CLERK
 DEPUTY CLERK

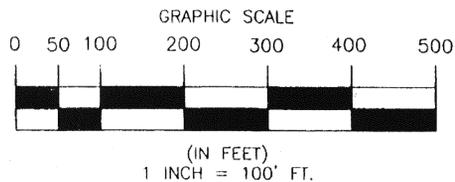


SOUTH WILDWOOD INDUSTRIAL PARK

A SUBDIVISION IN SECTION 30, TOWNSHIP 19 SOUTH, RANGE 23 EAST, CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

LEGEND:

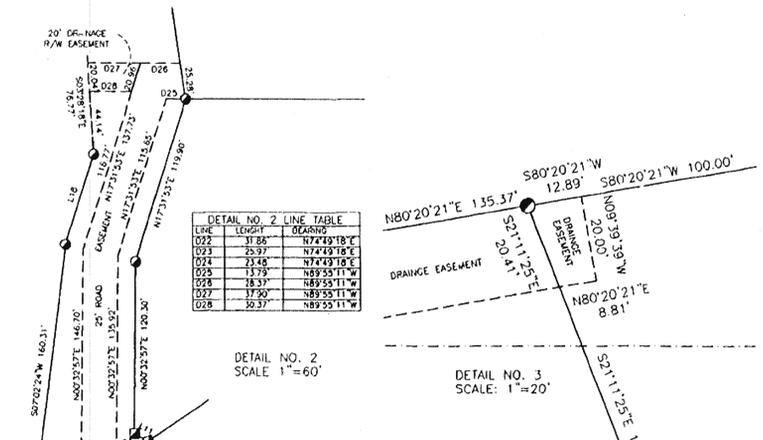
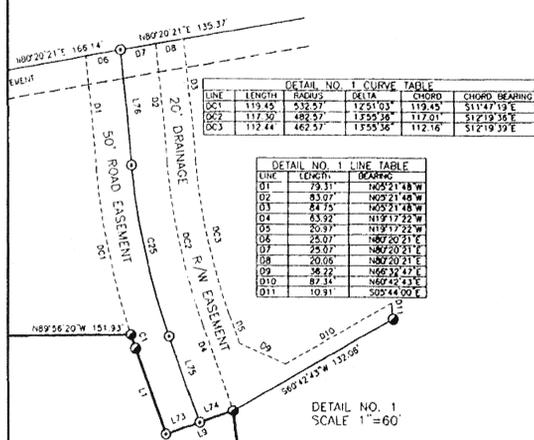
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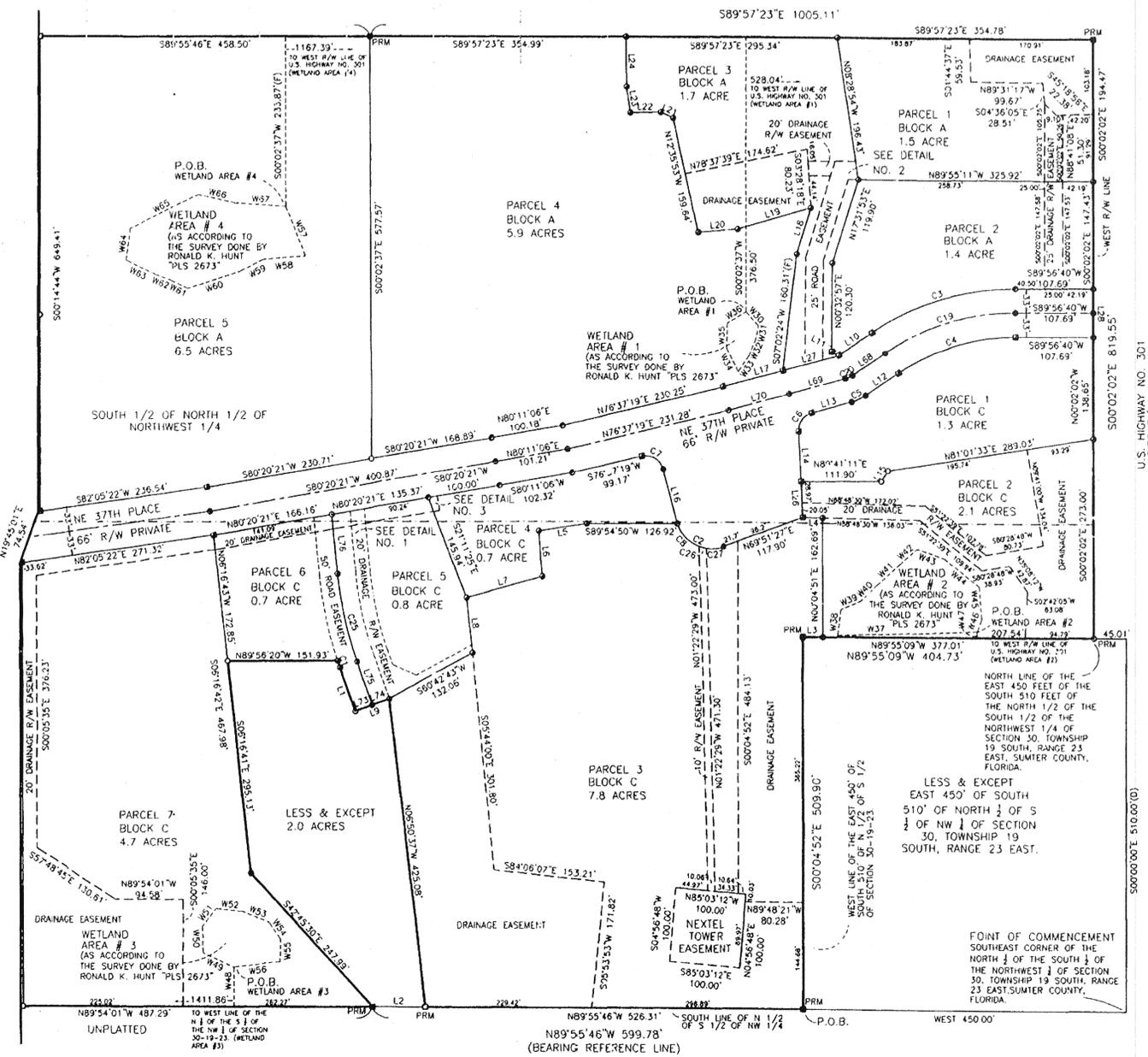
LINE	LENGTH	BEARING
L68	55.23	S56°00'33"W
L69	81.31	N74°49'18"E
L70	86.94	N74°48'58"E

LINE	LENGTH	BEARING
W30	25.44	S42°03'16"E
W31	19.31	S12°00'00"W
W32	23.56	S24°03'50"W
W33	26.25	S34°04'51"W
W34	35.86	N27°21'04"W
W35	33.31	N02°29'01"E
W36	30.75	N58°51'49"E
W37	194.21	S08°19'59"W
W38	35.54	N06°22'55"E
W39	30.26	N67°29'37"E
W40	30.19	N45°59'42"E
W41	46.13	N48°33'36"E
W42	30.37	N48°53'28"E
W43	43.29	S10°26'14"E
W44	61.65	S51°22'39"E
W45	43.63	S04°37'26"E
W46	18.50	S21°05'58"W
W47	8.16	N00°04'25"E
W48	53.65	N00°04'14"E
W49	47.72	N65°07'11"W
W50	36.67	N01°13'02"W
W51	30.18	N39°44'46"E
W52	36.93	S84°05'14"E
W53	40.29	S68°04'59"E
W54	7.92	S33°33'32"E
W55	31.13	S00°00'21"W
W56	64.63	S83°34'44"W
W57	72.64	S1°36'24"E
W58	57.92	S85°12'30"W
W59	36.84	S63°51'14"W
W60	76.16	S72°18'30"W
W61	25.87	N63°23'39"W
W62	21.48	N70°21'29"W
W63	46.74	N64°29'37"W
W64	43.64	N07°42'40"E
W65	105.14	N63°51'32"E
W66	52.01	S76°55'51"E
W67	71.39	S85°57'11"E

LINE	LENGTH	BEARING
L1	63.92	N19°17'22"W
L2	73.47	N89°55'46"W
L3	27.72	N89°55'09"W
L4	27.82	N88°48'30"W
L5	66.61	S81°31'50"W
L6	61.85	S03°36'37"E
L7	108.57	S74°26'42"W
L8	75.56	S09°44'00"E
L9	50.00	S56°00'53"W
L10	55.25	S56°00'53"W
L11	11.38	N61°43'06"W
L12	32.23	S56°00'53"W
L13	57.60	S74°48'58"W
L14	68.72	S02°45'36"E
L15	17.33	N32°56'25"E
L16	27.44	N74°48'58"E
L17	86.54	N74°48'58"E
L18	66.34	N17°31'53"E
L19	106.24	S73°31'53"W
L20	56.47	S85°51'26"W
L21	19.00	N66°22'09"W
L22	42.00	S89°12'09"W
L23	55.92	N08°01'56"W
L24	69.23	N02°36'18"W
L26	49.02	S02°47'01"E
L27	81.33	N74°48'58"E
L28	66.00	S00°02'02"E
L29	25.00	S70°42'38"W
L30	17.44	S70°42'38"W
L31	63.92	S70°42'38"W
L32	81.19	N05°21'48"W



MATCH LINE
SEE SHEET 3



CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C1	10.00	532.57	1°04'33"	10.00	N18°45'06"W
C2	79.92	50.00	91°20'54"	71.54	S64°28'12"E
C3	212.00	358.00	33°55'48"	208.92	S72°58'46"W
C4	172.92	292.00	33°55'48"	170.40	S72°58'46"W
C5	21.66	66.00	18°48'06"	21.56	N65°25'40"E
C6	33.85	25.00	77°44'12"	31.32	N12°19'36"W
C7	38.42	25.00	88°03'03"	34.74	S36°01'41"W
C25	123.37	507.57	13°55'36"	123.07	N12°19'36"W
C26	10.40	50.00	11°55'19"	10.39	N75°43'23"W
C27	24.58	50.00	28°27'43"	24.58	N84°08'06"W
C28	44.48	50.00	50°58'06"	43.03	N44°16'41"W

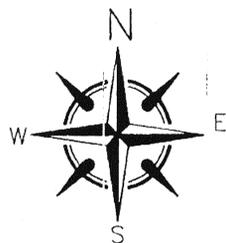
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C19	192.46	325.00	33°55'48"	189.66	S72°58'28"W
C20	10.83	33.00	18°48'03"	10.78	N65°25'40"E

PLAT PREPARED BY:
RICHARD J. HICKMAN
LAND SURVEYING, INC.
4449 S. PLEASANT GROVE ROAD
INVERNESS, FLORIDA 34452
(352) 726-3660



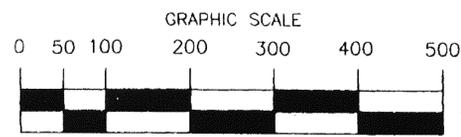
SOUTH WILDWOOD INDUSTRIAL PARK

A SUBDIVISION IN SECTION 30, TOWNSHIP 19 SOUTH, RANGE 23 EAST, CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.



LEGEND:

- SET 5/8" IRON ROD WITH CAP "R.J. HICKMAN LS 4008"
- SET 4"x4" CONCRETE MONUMENT STAMPED "PRM R.J. HICKMAN LS 4008"
- ⊙ SET NAIL & DISC "R.J. HICKMAN LS 4008"
- FOUND 5/8" IRON ROD WITH CAP "R.J. HICKMAN LS 4008"
- FOUND 4"x4" CONCRETE MONUMENT STAMPED "PLS 4393" (PRM)
- ⊞ SET 4"x4" CONCRETE MONUMENT STAMPED "PCP R.J. HICKMAN LS 4008"
- ⊙ SET 5/8" IRON ROD WITH CAP "PCP PLS 4008"
- ⊞ SET NAIL & DISC "PCP R.J. HICKMAN LS 4008"
- PRM PERMANENT REFERENCE MONUMENT
- P.O.B. POINT OF BEGINNING
- R/W RIGHT-OF-WAY
- P.C. POINT OF CURVATURE
- P.T. POINT OF TANGENCY



(IN FEET)
1 INCH = 100' FT.

PLAT PREPARED BY:

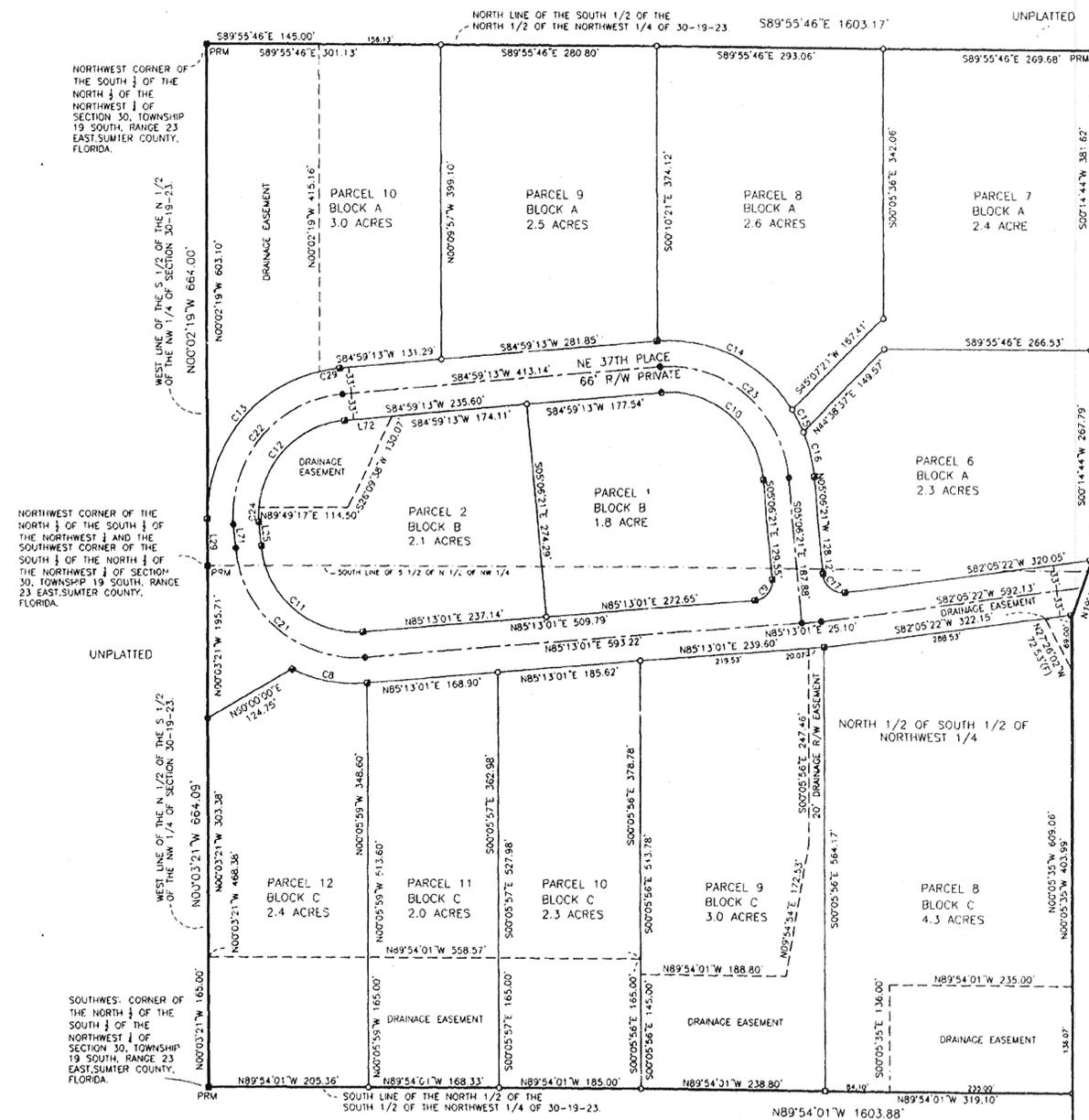
RICHARD J. HICKMAN
LAND SURVEYING, INC.
4449 S. PLEASANT GROVE ROAD
INVERNESS, FLORIDA 34452
(352) 726-3660

CENTER LINE TABLE		
LINE	LENGTH	BEARING
L71	31.34	S04°46'59"E

LINE TABLE		
LINE	LENGTH	BEARING
L25	31.34	S04°46'59"E
L29	60.90	N00°02'19"W
L72	61.50	N84°59'13"E

CENTER LINE CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING
C21	241.90	154.00	90°00'00"	217.79 S49°46'59"E
C22	241.90	154.00	90°00'00"	217.79 S40°13'01"W
C23	240.93	154.00	89°38'16"	217.70 N49°55'41"W

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING
C8	99.63	187.00	30°11'52"	98.45 S79°45'19"E
C9	39.41	25.00	90°19'02"	35.45 N40°03'20"E
C10	189.30	121.00	89°38'16"	170.58 N49°55'41"W
C11	190.07	121.00	90°00'00"	171.12 S49°46'59"E
TOTAL C12	190.07	121.00	90°00'00"	171.12 S40°13'01"W
C13	283.73	187.00	86°56'03"	257.29 S41°40'49"W
C14	201.14	187.00	62°32'50"	194.10 N63°34'08"W
C15	31.43	187.00	9°37'47"	31.39 N27°28'44"W
C16	58.73	187.00	17°59'30"	58.49 N13°40'01"W
C17	39.31	25.00	90°08'00"	35.39 S52°59'17"E
C24	18.96	121.00	8°58'39"	18.94 S00°16'39"E
C29	26.56	187.00	8°08'12"	26.54 S81°04'05"W



MATCH LINE
SEE SHEET 2

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: SP 1302-03 Villages of Legacy Park – Preliminary Plan

REQUESTED ACTION: Preliminary Plan approval (SP 1302-03)

Work Session (Report Only) **DATE OF MEETING:** 3/11/2013
 Regular Meeting Special Meeting

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

BUDGET IMPACT: _____

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

HISTORY/FACTS/ISSUES:

The applicant seeks Preliminary Plan approval from the City Commission for the Villages of Legacy Park Plat to subdivide parcels D30=003, D30=004, and D30=006 into 112 lots with shared infrastructure for single-family detached residences. **Staff recommends approval of the Preliminary Plan for the Villages of Legacy Park Plat (case SP 1302-03), subject to approval, exemption or permitting of the project by all agencies of competent jurisdiction.**

Case SP 1302-03 was considered by the Planning & Zoning Board/Special Magistrate on Tuesday, March 5, 2013. The Planning & Zoning Board/Special Magistrate gave a favorable recommendation of the Preliminary Plan to the City Commission.



Melanie D. Peavy, Director
Development Services Director

City of Wildwood
Planning & Zoning Board/Special Magistrate

The case below was heard on Tuesday, March 5, 2013 by the Special Magistrate. The applicant seeks approval and favorable recommendation from the Wildwood Planning and Zoning Board/Special Magistrate for Preliminary Plan approval of the Villages of Legacy Park Plat to subdivide parcels D30=003, D30=004, and D30=006 into one hundred twelve lots with shared infrastructure. The site is generally located to the west of N US 301 and south of C-222 behind Peppertree Apartments.

Case: SP 1302-03

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

Owner: R. William Futch, Trustee

Applicant: Gary Thurston, Advanced Holdings LLC

Based upon the testimony and information presented, the Special Magistrate recommends approval and favorable recommendation of the Preliminary Plan for the Villages of Legacy Park Plat, project number SP 1302-03, to the City Commission subject to approval, exemption, or permitting by all agencies of competent jurisdiction. The Engineer of Record is Michael W. Radcliffe with Radcliffe Engineering, of Ocala, Florida.

Dated: March 6, 2013

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

**CITY OF WILDWOOD
Planning & Zoning Board/Special Magistrate**

Case No: SP 1302-03 – Preliminary Plan (Plat) – Villages of Legacy Park

Owner: R. William Futch, Trustee

Applicant: Gary Thurston, Advanced Holdings, LLC

Parcel: D30=003, D30=004, D30=006

The applicant seeks preliminary plan approval under the subdivision (plat) process and favorable recommendation from the City of Wildwood Planning and Zoning Board/Special Magistrate for the first phase of their new development, Villages of Legacy Park.

The applicant has responded to and satisfied all comments and concerns raised at the Project Review Committee meeting. The project meets the minimum requirements of the Land Development Regulations and the Project Review Committee recommended the Project be placed on the Planning and Zoning Board agenda for consideration.

Staff recommends that the Planning & Zoning Board forward a recommendation to the City Commission for approval of the site plan, subject to approval, exemption or permitting of the project by all agencies of competent jurisdiction.

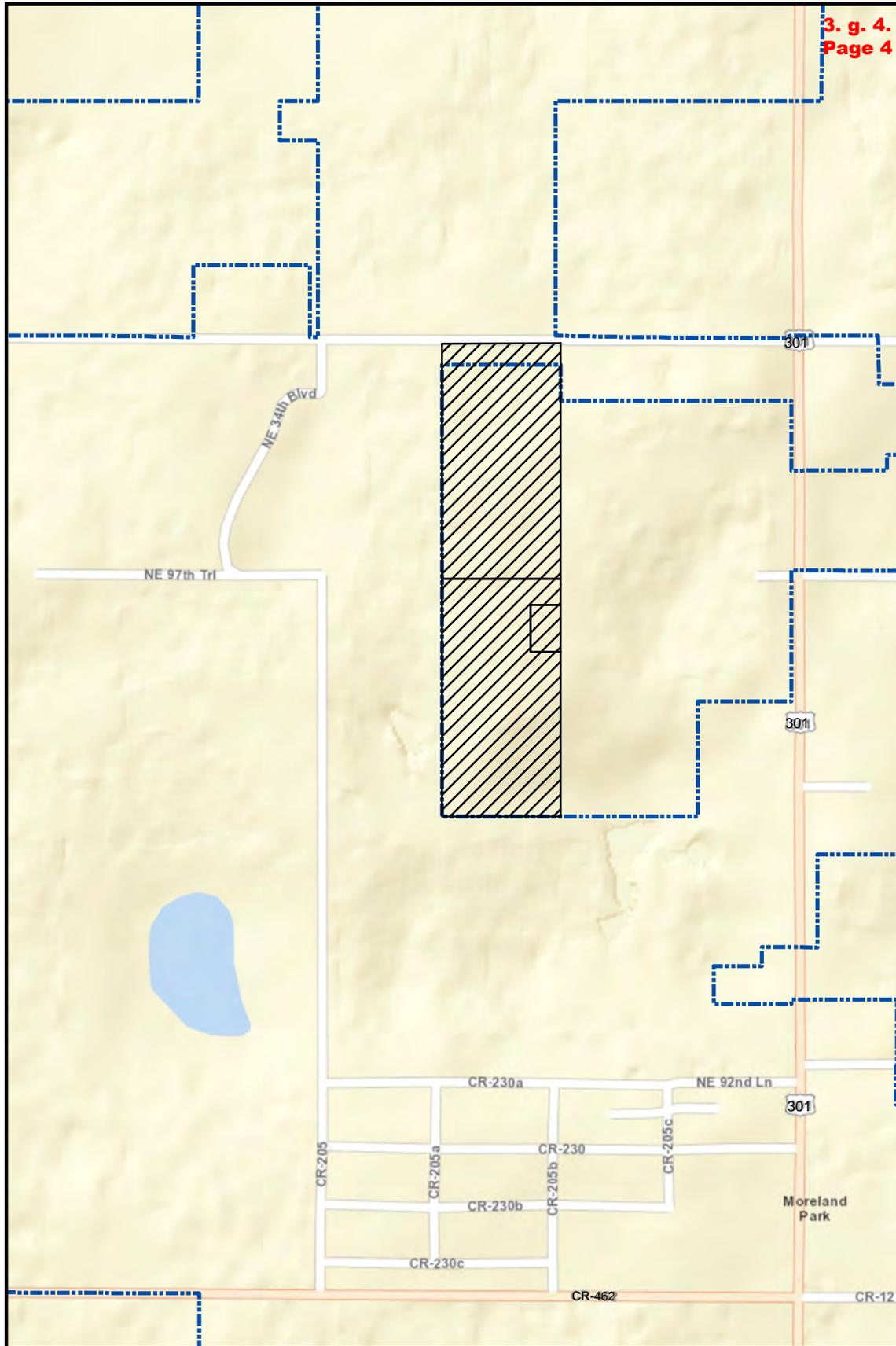
Under subsection 1.7 (B)(1) of the Land Development Regulations (LDRs), the Planning and Zoning Board/Special Magistrate has a duty to make a recommendation to the City Commission on all proposed preliminary plans under the subdivision process in accordance with the procedure outlined in subsection 1.14 (B)(4)(a) and the criteria for the approval of preliminary plans as defined in section 5.4 of the LDRs.

This office has duly noticed this meeting as prescribed by City of Wildwood Code for PUBLIC NOTICES. Notice has been posted on the notice board at City Hall and on the bulletin board at the Wildwood Post Office. A notice of this meeting was published in a newspaper of general circulation (Daily Commercial) on Friday, February 22, 2013.



DATED: February 27, 2013

Melanie D. Peavy
Development Services Director



F:\Terr\GIS\Maps\Location\Location - Villages of Legacy Park2.mxd - 2/28/2013 3:12:50 PM - toneal



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



Feet
 0 190 380

LOCATION MAP

VILLAGES OF LEGACY PARK
WILDWOOD, FLORIDA

FEBRUARY 2013

PRELIMINARY PLAN



Project Name: 2012-27 THE VILLAGES OF LEGACY PARK

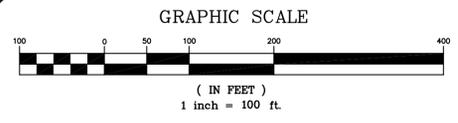
Sheet Name:
THE VILLAGES OF LEGACY PARK
AERIAL

Drawn: JWS

Scale: 1" = 500'

Date: 1-17-2013

MWR MICHAEL W. RADCLIFFE ENGINEERING, INC.
2611 S.E. Lake Weir Avenue Ocala, FL 34471 (352) 629-5500 FAX (352) 629-1010
Certificate No. EB-0006198 Michael W. Radcliffe P.E. #31170 • Christopher A. Gwin P.E. #66568
www.radcliffeengineering.com



Parcel Descriptions:

D30=003
E1/2 OF NW 1/4 OF NE 1/4
LAND USE DESIGNATION: LOW DENSITY RESIDENTIAL (CITY OF WILDWOOD)
ZONING: R-1 (CITY OF WILDWOOD)

NORTH 100' OF THIS PARCEL IS IN SUMTER COUNTY (TO BE ANNEXED)
ZONING: A5 - (SUMTER COUNTY)
LAND USE DESIGNATION: RURAL RESIDENTIAL (SUMTER COUNTY)

D30=006
E1/2 OF SW1/4 OF NE1/4 LESS THE S 260 FT OF THE N 405 FT
OF THE 168 FT THEREOF
LAND USE DESIGNATION: LOW DENSITY RESIDENTIAL
ZONING: R-1

D30=004
THE S 260 FT OF N 405 FT OF E 168 FT OF E1/2 OF SW1/4 OF NE1/4
LAND USE DESIGNATION: LOW DENSITY RESIDENTIAL
ZONING: R-1

PROPERTY DESCRIPTIONS PER SUMTER COUNTY PROPERTY APPRAISER WEBSITE.

THE VILLAGES OF LEGACY PARK

PRELIMINARY PLAN

PROJECT # SP 1302-03

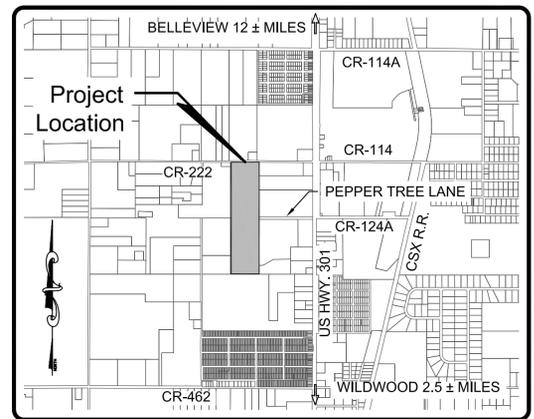
Open Space Requirements:

15% OF TOTAL GROSS ACREAGE
TOTAL ACREAGE = 40.18 ac
40.18 x 15% = 6.03 ACRES OPEN SPACE REQUIRED
20' BUFFER 71,460 SF = 1.64 AC
DRA/CONSERVATION AREA (LESS 50% OF DRA 1.0) = 249,648 = 5.73 AC
COMMUNITY CENTER = 8,115 SF = 0.39 AC = 0.19 AC
50% OF DRA'S 2.0 & 3.0 AREA = 29,369 SF = 0.67 AC
TOTAL OPEN SPACE AVAILABLE: 8.23 ACRES

ALLOWABLE DENSITY: 4 UNIT PER ACRE
TOTAL LOTS: 112
PROPOSED DENSITY: 112 UNITS/40.0 ACRES = 2.8± UNITS PER ACRE (LESS THAN ALLOWED DENSITY)

Site Information:

PROJECT NAME: THE VILLAGES OF LEGACY PARK
PROJECT LOCATION: WEST END OF PEPPER TREE LANE
PARCEL NUMBERS: D30-003, D30-004, D30-006
OWNER: WILLIAM R. FUTCH, TRUSTEE
CONTACT: GARY THURSTON
ADVANCED HOLDINGS, LLC.
ADDRESS: 2601 SE LAKE WEIR AVENUE
OCALA, FL. 34471
TELEPHONE: (352) 620-0179
SITE AREA: 1,750,295 SF (40.18 AC)
PROPOSED LAND USE: LOW DENSITY RESIDENTIAL
ZONING: R-1
PROPOSED ROADWAY LENGTH: 5,705±

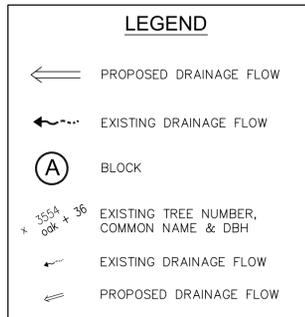


LOCATION MAP
SCALE: 1" = 2000'
WILDWOOD, FLORIDA
SECTION 30, TOWNSHIP 18 SOUTH, RANGE 23 EAST

BUILDING SETBACKS -
FRONT = 30'
REAR = 15'
SIDE = 5'

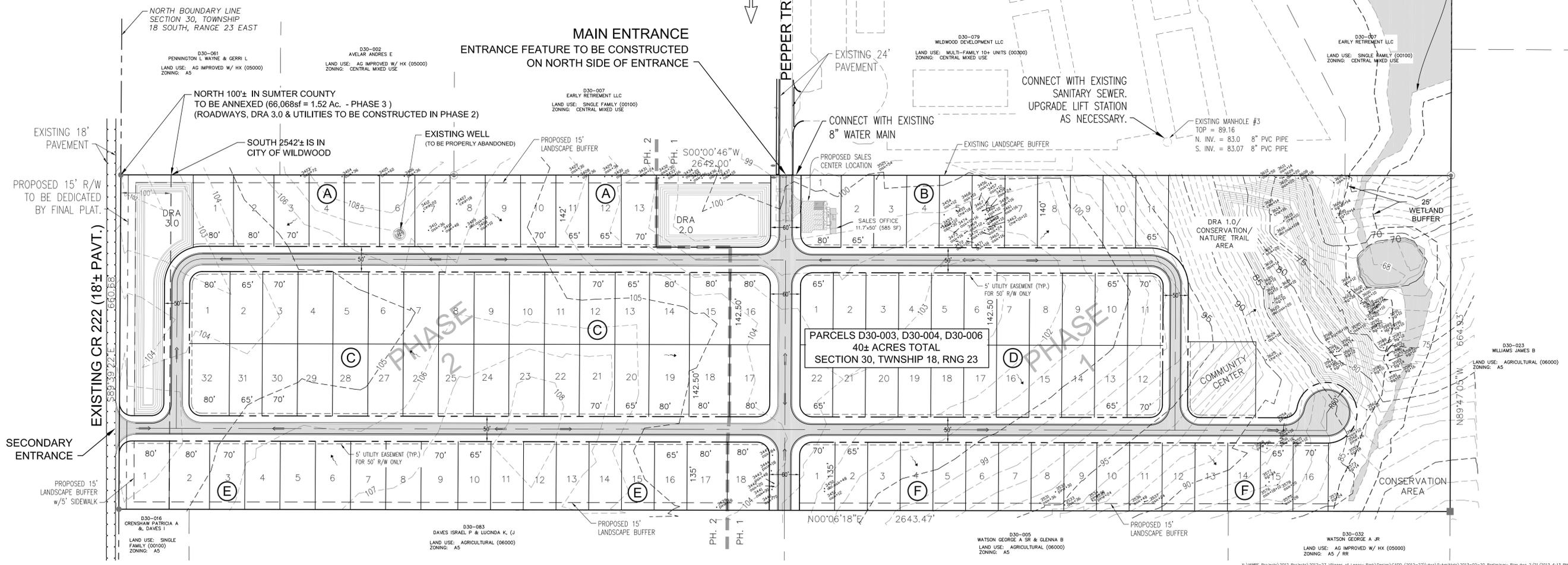
MINIMUM LOT WIDTH = 50'

LOT SUMMARY				
LOT WIDTH	65'	70'	80'	TOTAL
PHASE 1	44	4	4	52
PHASE 2	13	36	11	60
LOT SIZES & LOT YIELD MAY VARY DUE TO FINAL DESIGN & PERMITTING REQUIREMENTS				112



NOTES:

- ROADS TO BE PUBLIC. STREET NAMES TO BE PROVIDED WITH IMPROVEMENT PLANS.
- CR-222 (EXISTING 30' MAINTENANCE RIGHT-OF-WAY) SURVEYED 11.5' TO 19' IN WIDTH FROM PROPERTY LINE. PROPOSED RIGHT-OF-WAY TO BE 15' SOUTH FROM SECTION LINE (NORTH BOUNDARY OF SECTION 30, TOWNSHIP 18 SOUTH, RANGE 23 EAST).
- RIGHT-OF-WAY TO BE 50' WITH CURB & GUTTER EXCEPT PEPPER TREE LANE WHICH WILL BE 60'. PAVEMENT TO BE 24' WIDE ON PEPPER TREE LANE EXTENSION. ALL OTHER ROADS TO BE 20' WIDE PAVEMENT.
- MINIMUM EDGE OF PAVEMENT RADII TO BE 40'.
- FOR CLARITY, SIDEWALKS NOT SHOWN BUT WILL BE SHOWN ON IMPROVEMENT PLANS AND CONSTRUCTED ON BOTH SIDES OF ROADS PER CITY OF WILDWOOD SPECIFICATIONS.
- ALL TREES SHOWN ARE 10" DBH OR GREATER LYING NORTH OF WETLAND BUFFER & LOCATED BY SURVEY.
- UTILITIES TO BE PROVIDED BY CITY OF WILDWOOD AND TO BE SHOWN ON IMPROVEMENT PLANS.
- TOPOGRAPHY PROVIDED BY SILVESTRE & ASSOCIATES, INC. VERTICAL DATUM: NAVD 1988. BENCHMARK USED: T753 (PID DN9190) ELEVATION: 99.12' DATE OF SURVEY: FEBRUARY 11, 2013
- AMENITIES TO INCLUDE COMMUNITY CENTER AND NATURE TRAILS WITHIN THE CONSERVATION AREA.
- A TRAFFIC ANALYSIS WILL BE CONDUCTED DURING THE IMPROVEMENT PLAN STAGE.



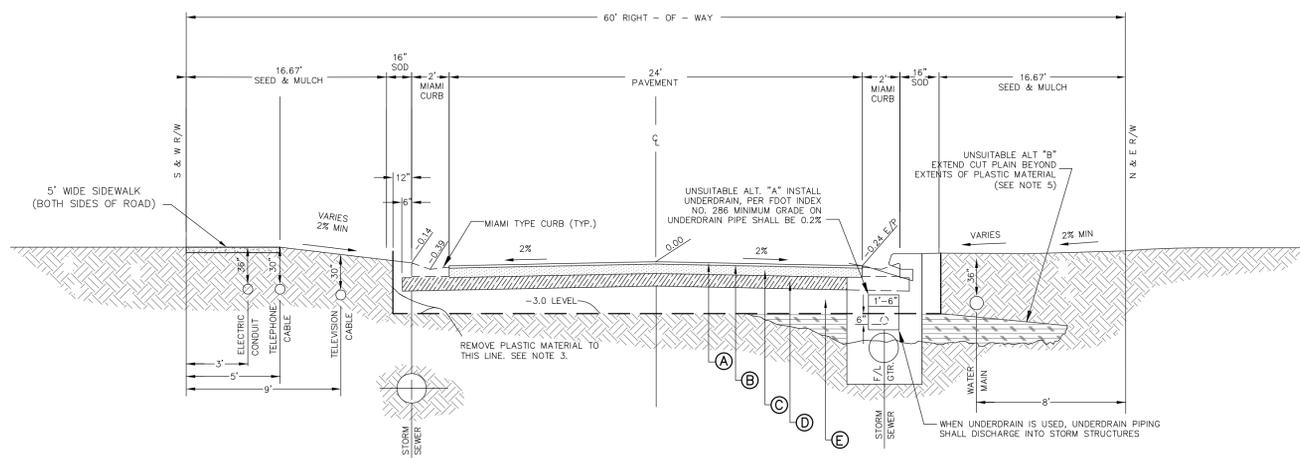
Revised:	By:	Date:
	JWS	2-20-13
	JWS	2012-27
	JWS	10-8-12
	JWS	2013-02-20 Preliminary Plan (rev)

MICHAEL W. RADCLIFFE ENGINEERING, INC.
2611 S.E. Lake Weir Avenue
Ocala, FL 34471
Phone: 352-620-0179
Fax: 352-620-0179
Email: mradcliffe@radcliffeeng.com
License No. EB-5000180 - Michael W. Radcliffe P.E. - Geographer & Civil P.E. #4060

Project Name: THE VILLAGES OF LEGACY PARK
PRELIMINARY PLAN

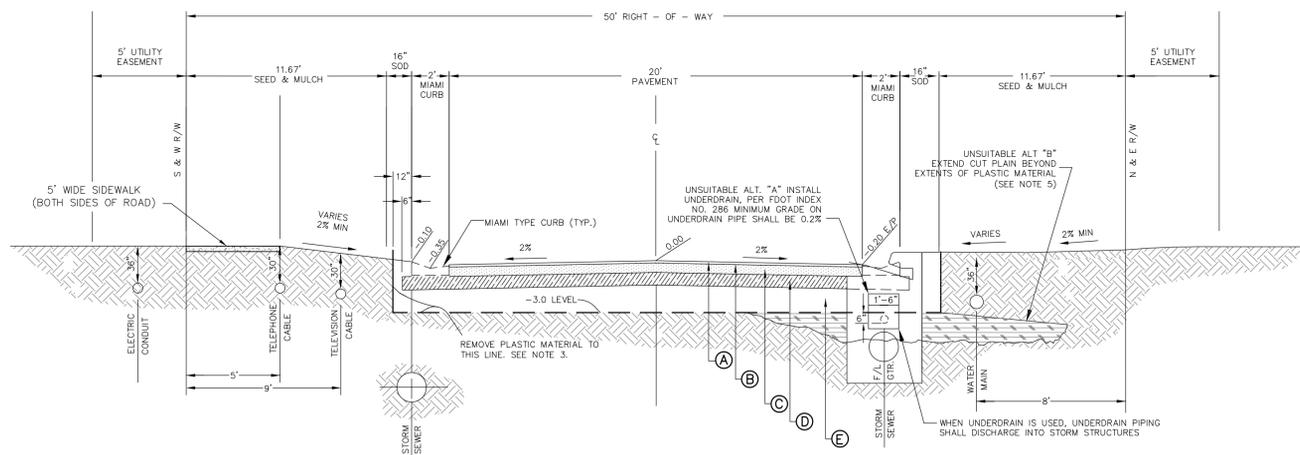
Revisions to Plan Set
THIS DATE INDICATES THE LATEST DATE AT WHICH ANY PART OF THIS PLAN SET WAS REVISIONED.
Date: 2-20-2013

Sheet No.
1 of 2



**TYPICAL SECTION 60' R/W
(PEPPER TREE LANE)**

N.T.S.



**TYPICAL SECTION 50' R/W
(INTERIOR ROADS)**

N.T.S.

GENERAL NOTES:

1. BACK SLOPES 3:1 MAXIMUM.
2. STANDARD SPECIFICATIONS "THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION."
3. IF THE ROAD CONTRACTOR ENCOUNTERS ANY SOIL THAT NEEDS TO BE UNDERCUT, HE SHALL CONTACT THE CITY AND PROJECT ENGINEERS BEFORE PROCEEDING.
4. ALL CONCRETE SHALL BE 3000 PSI STRENGTH AT 28 DAYS.
5. IN CASES WHERE PLASTIC MATERIAL IS ENCOUNTERED AND THE CONTRACTOR ELECTS TO USE UNSUITABLE ALT. "B" FOR REMOVAL, THE CONTRACTOR SHALL CONTACT THE CITY AND PROJECT ENGINEERS ONCE HE HAS UNCOVERED THE EXTENTS OF THE PLASTIC MATERIAL SO THAT THEY MAY BE VERIFIED BEFORE BACKFILLING IS PERFORMED.

- (A) 1-1/4" TYPE S-1 OR TYPE III ASPHALTIC CONCRETE (SURFACE COURSE). STABILITY SHALL BE AT LEAST 1,500 POUNDS AS DETERMINED BY MARSHAL STABILITY TEST AND COMPACTED TO AT LEAST 96% OF MAXIMUM LABORATORY DENSITY. (SUPERPAVE MAY BE USED IN LIEU OF TYPE "S" ASPHALT.
- (B) PRIME COAT W/SAND APPLICATION. (PRIME COAT SHALL BE APPLIED AT A RATE OF 0.10 GALLONS PER SQUARE YARD).
- (C) 8" COMPACTED LIMEROCK BASE TO BE COMPACTED TO AT LEAST 98% OF MAXIMUM DENSITY.
- (D) 12" STABILIZED SUBGRADE WITH AN LBR OF 40 SHALL BE COMPACTED TO AT LEAST 98% OF MAXIMUM DENSITY.
- (E) EXCAVATE UNSUITABLE MATERIAL AND REPLACE WITH SELECT MATERIAL CLASS A-3 SAND (SEE NOTE 3).

POINT #	DESCRIPTION & DBH	TREE DESCRIPTIONS
3403	oak+72	3470 oak+18
3404	oak+36	3471 oak+16
3405	oak+60	3472 oak+20
3406	oak+36	3473 oak+16
3407	ced+18	3474 oak+10+16
3408	oak+10	3518 oak+18
3409	dbl.oak+10	3519 oak+16
3410	oak+48	3520 oak+36
3411	oak+36	3521 oak+54
3412	ced+22	3531 oak+36
3427	oak+30	3532 pine+30
3428	oak+36	3533 oak+36
3429	oak+36	3534 pine+30
3430	oak+20	3535 pine+24
3431	oak+24	3536 oak+48
3432	oak+30	3537 oak+24
3433	oak+16	3554 pine+10
3434	oak+20	3555 pine+12
3435	oak+36	3556 pine+10
3436	oak+72	3557 pine+10
3437	oak+10	3558 pine+36
3438	oak+28	3559 sq+18
3439	pine+18	3560 pine+26
3440	oak+70	3561 oak+12
3441	oak+30	3562 sq+10
3442	oak+20	3563 sq+12
3443	oak+48	3564 sq+18
3444	palm+18	3565 sq+12
3445	oak+84	3566 sq+16
3450	dbl.oak+48	3567 sq+14
3451	oak+12	3568 dbl.sq+16+18
3452	oak+30	3573 sq+14
3453	oak+12	3574 sq+24
3454	oak+12	3575 oak+28
3455	che+18	3576 oak+18+10
3456	oak+14	3577 sq+24
3457	oak+12	3578 oak+20
3458	oak+24	3580 sq+10
3459	oak+16	3581 sq+12
3460	oak+10	3582 sq+16
3461	oak+16	3583 sq+14
3462	oak+10	3584 sq+12
3463	che+10+12	3585 sq+12
3464	oak+24	3586 sq+14
3465	oak+16	3587 sq+12
3466	oak+10	3588 che+10
3467	oak+12	3589 sq+24
3468	oak+10	3590 sq+10
3469	oak+12	3591 sq+10
		3592 sq+12
		3593 sq+22
		3594 sq+20
		3595 oak+10
		3597 oak+10
		3598 sq+16
		3599 sq+16
		3600 oak+10
		3601 sq+18
		3602 oak+16
		3603 sq+30
		3604 oak+12
		3605 sq+12+14
		3606 sq+10+14
		3607 oak+24
		3608 oak+18
		3609 oak+20
		3610 oak+20
		3611 oak+14
		3612 oak+50
		3613 che+14
		3614 che+16
		3615 che+10
		3616 dbl.oak+108
		3617 oak+22
		3618 oak+14
		3619 oak+10
		3620 sq+10
		3621 sq+10
		3622 sq+10
		3623 dbl.oak+20
		3624 oak+10
		3625 che+14

TREE SPECIES LISTED:

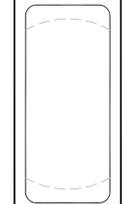
- OAK
- SWEETGUM (sq)
- CHERRY (che)
- PALM
- PINE
- CEDAR (ced)

Scale:	1" = 100'
Project:	2012-27
Date:	2-20-13
By:	JWS
Rev. Per City of Midwood Comments:	

Designed:	JWS
Drawn:	JWS
Checked:	JWS
Date:	10-11-12
File:	2013-02-20 Preliminary Plan.dwg

MICHAEL W. RADCLIFFE ENGINEERING, INC.
 2611 S.E. Lake View Avenue
 Ocala, FL 34471
 Phone: (352) 629-5500 Fax: (352) 629-1010
 Website: www.mwre.com
 License No. EC-5000180 - Michael W. Radcliffe P.E. - 40000

Project Name: DETAILS & TREE LIST
The Villages of Legacy Park



Sheet No.
 2 of 2