



CITY COMMISSION - CITY OF WILDWOOD

Mayor/Commissioner – Ed Wolf – Seat 1

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

Joe Elliott – Seat 3

Marcos Flores – Seat 4

Julian Green – Seat 5

Jason McHugh – City Manager

Agenda

Regular Meeting

November 28, 2022 7:00 PM

City Hall Commission Chamber

100 N Main Street

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.

1. Call to Order

2. Consent Agenda/Informational Items

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

A. *MINUTES FOR APPROVAL: OCTOBER 24, 2022 REGULAR COMMISSION MEETING*

B. *MINUTES FOR APPROVAL: OCTOBER 31, 2022 SPECIAL MEETING*

C. *MINUTES FOR APPROVAL: NOVEMBER 14, 2022 REGULAR COMMISSION*

MEETING

D. EXPENDITURE REPORT

E. **BUDGETED FINANCIAL ITEMS**

1. WILDWOOD COMMUNITY CENTER CAMERA SYSTEM IN THE AMOUNT OF \$14,090.00
2. EQ TANK CLEANING BY AMERICAN PIPE & TANK IN THE AMOUNT OF \$118,000.00
3. SIDEWALK REMEDIATION AND CONDITION SURVEY SERVICES FOR A NOT-TO-EXCEED AMOUNT OF \$50,000

3. **Presentations and/or Proclamations**

- A. PROCLAIM DECEMBER 9, 2022, AS CREATING A BUZZ THROUGH COMMUNITY SERVICE DAY

4. **Public Hearings - Timed**

- A. **RESOLUTION NO. R2022-32** - A RESOLUTION OF THE CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA, AMENDING THE FISCAL YEAR 2021-2022 BUDGET; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE TERMS AND CONDITIONS OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE.

FY22 Final Budget Amendment

Staff recommends approval.

- B. **RESOLUTION NO. R2022-34** - A RESOLUTION OF THE CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA, AMENDING THE FISCAL YEAR 2022-2023 BUDGET; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE TERMS AND CONDITIONS OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE.

FY23 First Budget Amendment

Staff recommends approval.

- C. **ORDINANCE NO. O2022-71** - AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROPOSING A LARGE SCALE FUTURE LAND USE MAP AMENDMENT TO THE ADOPTED COMPREHENSIVE PLAN AND FUTURE LAND USE MAP IN ACCORDANCE WITH THE COMMUNITY

PLANNING ACT OF 2011, AS AMENDED; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

CP 2203-003 Highfield at Twisted Oaks

Parcels D30-030, D30-080, D30-031, D30-047 & D30-091

The applicant seeks approval and a favorable recommendation from the City Commission for a Large Scale Comprehensive Plan Amendment to change the Future Land Use designation from Agriculture (Sumter County) to Medium High Density Residential (City) for the parcels listed above on 104.35 acres MOL.

Special Magistrate recommends approval.

- D. ***ORDINANCE NO. O2022-72 - AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA; PROPOSING A ZONING MAP AMENDMENT TO THE OFFICIAL ZONING MAP IN ACCORDANCE WITH SECTIONS 3.2 AND 3.3 OF THE LAND DEVELOPMENT REGULATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.***

RZ 2203-003 Highfield at Twisted Oaks

Parcels D30-030, D30-080, D30-031, D30-047 & D30-091

The applicant seeks approval and favorable recommendation from the City Commission for a Zoning Map Amendment to change the zoning district from A10C and RR5C (Sumter County) to R-4 (City) for the parcels listed above on 104.35 acres MOL.

Staff recommends approval of the rezoning to R-4, pursuant to the execution of restrictive covenants, which the applicant has voluntarily agreed to.

- E. ***ORDINANCE NO. O2022-76 - AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROPOSING A LARGE SCALE FUTURE LAND USE MAP AMENDMENT TO THE ADOPTED COMPREHENSIVE PLAN AND FUTURE LAND USE MAP IN ACCORDANCE WITH THE COMMUNITY PLANNING ACT OF 2011, AS AMENDED; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.***

CP 2110-002 One Hundred Oaks

Parcels G19-011, G19-020 & G30-048

The applicant seeks a approval from the City Commission for a Large Scale Comprehensive Plan Amendment to change the Future Land Use from Industrial and Low Density Residential to Medium Density Residential (MDR) for parcels G19-011, G19-020 and G30-048, on 118.92 acres MOL. This request is accompanied by rezoning request RZ 2110-002 (O2022-77).

Special Magistrate recommends approval.

- F. **ORDINANCE NO. O2022-77** - AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA; PROPOSING A ZONING MAP AMENDMENT TO THE OFFICIAL ZONING MAP IN ACCORDANCE WITH SECTIONS 3.2 AND 3.3 OF THE LAND DEVELOPMENT REGULATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

RZ 2110-002 One Hundred Oaks

Parcels G19-011, G19-020 & G30-048

The applicant is seeking approval from the City Commission for a Zoning Map Amendment to change the zoning district from PUD and R-1 to R-3 for the parcels listed above on 118.92 acres MOL. This request is accompanied by a concurrent Large Scale Comprehensive Plan amendment CP 2110-002 (O2022-76).

Staff recommends approval of the rezoning to R-3, pursuant to the execution of restrictive covenants, which the applicant has voluntarily agreed to.

- G. **ORDINANCE NO. O2022-92** - AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROPOSING A SMALL SCALE FUTURE LAND USE MAP AMENDMENT TO THE ADOPTED COMPREHENSIVE PLAN AND FUTURE LAND USE MAP IN ACCORDANCE WITH THE COMMUNITY PLANNING ACT OF 2011, AS AMENDED; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

CP 2208-002 Twisted Oaks Multi-Family

Parcels D31-016, D31-002 & D31-003

The applicant seeks approval from the City Commission for a Small Scale Comprehensive Plan Amendment to change the Future Land Use Map designation from Commercial (City) to High Density Residential and Commercial (City) for the parcels listed above on 19.15 acres residential MOL and 3.12 acres commercial MOL. This request is accompanied by rezoning request RZ 2208-002.

Special Magistrate recommends approval.

- H. **ORDINANCE NO. O2022-93** - AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA; PROPOSING A ZONING MAP AMENDMENT TO THE OFFICIAL ZONING MAP IN ACCORDANCE WITH SECTIONS 3.2 AND 3.3 OF THE LAND DEVELOPMENT REGULATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

RZ 2208-002 Twisted Oaks Multi-Family

Parcels D31-016, D31-002 & D31-003

The applicant seeks approval from the City Commission for a Zoning Map Amendment to change the zoning from C-3 (City) to R-5 & C-3 (City) for the parcels listed above on 21.24 acres MOL. This request is accompanied by a concurrent Small Scale Comprehensive Plan amendment CP 2208-002.

Special Magistrate recommends approval, subject to approval of O2022-92, which establishes a Future Land Use appropriate to the proposed zoning.

- I. ***ORDINANCE NO. O2022-95 - AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROVIDING FOR THE VOLUNTARY ANNEXATION OF CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 5 ACRES LOCATED ALONG E C 470, SOUTH AND EAST OF CR 500 AND APPROXIMATELY 0.5 MILES WEST OF MARSH BEND TRAIL, IN SECTION 9, TOWNSHIP 20 NORTH, RANGE 23 EAST; WHICH IS CONTIGUOUS TO THE CITY LIMITS OF THE CITY OF WILDWOOD AND LOCATED IN THE CITY'S JOINT PLANNING AREA; PROVIDING THAT SECTION 1-14 OF THE CITY OF WILDWOOD CODE OF ORDINANCES IS AMENDED TO INCLUDE THE ANNEXED PROPERTY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.***

AN 2209-002 A&A Plaza

Parcel K09A004

The owner/applicant, A&A Brothers LLC seeks approval from the Commission for a voluntary annexation application for the parcel listed above on 5 acres MOL.

Staff recommends approval.

5. **Public Forum - 4 minute time limit**
6. **Ordinances First Reading Only (No Vote)**
7. **Resolutions for Approval**

- A. ***RESOLUTION NO. R2022-33 - A RESOLUTION OF THE CITY OF WILDWOOD, FLORIDA PERTAINING TO THE ADOPTION OF WATER METER INSTALLATION CHARGES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE***

Water Meter Installation Charges

Staff recommends approval.

8. **Financial & Contracts & Agreements**

- A. *REQUEST FOR BLANKET PURCHASE AGREEMENT WITH FERGUSON WATERWORKS IN THE AMOUNT OF \$210,000*
- B. *WATER AND WASTEWATER TREATMENT PLANT CHEMICALS BID RESULTS*
- C. *CR 209 WATER MAIN EXTENSION PHASE NO. 1 PAY APP NO. 4 IN THE AMOUNT OF \$136,952.87*
- D. *WILDWOOD PROFESSIONAL PLAZA - DEVELOPER'S AGREEMENT*

9. General Items for Consideration/Discussion and Other Business

10. Appointments

11. City Manager Reports

- A. *CONSTRUCTION PROJECTS UPDATE*

12. Other Department Reports

- A. *NPDES MS4 YEAR 1 REPORT*

13. Commission Members Reports

14. City Attorney Reports

15. Adjournment

Upcoming Events

December 2, 2022 - Winterfest at City Hall from 6pm to 9pm

December 10, 2022 - Annual Holiday Parade Beginning at Wildwood Elementary at 9am

December 12, 2022 - City Commission Meeting at 9am

December 16, 2022 - Cookies with Santa at the Wildwood Community Center from 6:30pm to 8:30pm

November 28, 2022 7:00 PM

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA
REGULAR MEETING
October 24, 2022 7:00 PM
CITY HALL COMMISSION CHAMBER

(meeting taped)

1. Call to Order

ATTENDANCE	TITLE	STATUS
Ed Wolf	Mayor	Present
Pamala Harrison-Bivins	Mayor Pro Tem	Present
Joe Elliott	Commissioner	Present
Marcos Flores	Commissioner	Present
Julian Green	Commissioner	Present
Jason McHugh	City Manager	Present
Cassandra Smith	Asst. City Manager/CFO	Present
Ashley Hunt	City Attorney	Present
Susan Patterson	City Clerk	Present
Melanie Peavy	Development Services Director	Present
Randall Parmer	Chief of Police	Present
Joshua Bills	City Attorney	Present
Paul Ketz	Information Technology Director	Present

Mayor Wolf brought the meeting to order, followed by Commissioner Bivins invocation and the Pledge of Allegiance.

2. Consent Agenda/Informational Items

Consent Agenda Items a thru f were voted on together. No comments were offered or received. Vote 5-0.

RESULT:	Adopted
MOVER:	Mayor Pro Tem/Commissioner Harrison-Bivins
SECONDER:	Commissioner Green
AYES:	Mayor Wolf, Mayor Pro Tem/Commissioner Harrison-Bivins, Commissioner Elliott, Commissioner Flores, Commissioner Green

A. Minutes for Approval: August 29, 2022 City Commission Workshop

B. Minutes for Approval: September 12, 2022 Regular Commission Meeting

C. Minutes for Approval: September 19, 2022 Special Called Meeting

D. Expenditure Report

E. PLAT 2207-005 Triumph South Phase 1 Partial Re-Plat

F. Budgeted Financial Items

1. Purchase of Two (2) Ford F350s for the Water Department
2. Purchase of One (1) Ford F350 for the Wastewater Department
3. Purchase of One (1) Toro Groundmaster for the Parks and Rec Department
4. Musco Control Link for Millennium Park Baseball Fields in the amount of \$12,500.00
5. Manhole Rehab - RCM Utilities in the amount of \$57,134.00
6. Microsoft Licensing Renewal - MS365 Year 3
7. Purchase of TrafficJet Printer in the amount of \$46,391.95
8. Approval to Enter into an Agreement with JustFOIA for Public Records Request Software in the Amount of \$7,935.00

3. Presentations and/or Proclamations

A. Proclaim October 24, 2022 as Katrina Brooks Day

Mayor Wolf read the Proclamation proclaiming October 24, 2022, as Katrina Brooks Day.
No comments were offered or received. Vote 5-0.

RESULT:	Adopted
MOVER:	Commissioner Green
SECONDER:	Mayor Pro Tem/Commissioner Harrison-Bivins
AYES:	Mayor Wolf, Mayor Pro Tem/Commissioner Harrison-Bivins, Commissioner Elliott, Commissioner Flores, Commissioner Green

4. Public Hearings - Timed

Mayor Wolf swore in the Development Services Director Melanie Peavy and audience members.

A. CP 2203-003 Highfield at Twisted Oaks

Mayor Wolf stated that the Development Services Department had requested a continuance of Ordinance O2022-71 Highfield at Twisted Oaks to a date certain of November 28, 2022, at 100 North Main Street, Wildwood, Florida, 34785, at 7:00 p.m. No comments were offered or received. Vote 5-0.

RESULT:	Continued
MOVER:	Commissioner Elliott
SECONDER:	Commissioner Green
AYES:	Mayor Wolf, Mayor Pro Tem/Commissioner Harrison-Bivins, Commissioner Elliott, Commissioner Flores, Commissioner Green

B. RZ 2203-003 Highfield at Twisted Oaks

Mayor Wolf stated that the Development Services Department had requested a continuance of Ordinance O2022-72 Rezoning of Highfield at Twisted Oaks to a date certain of November 28, 2022, at 100 North Main Street, Wildwood, Florida, 34785, at 7:00 p.m. No comments were offered or received. Vote 5-0.

RESULT:	Continued
MOVER:	Commissioner Elliott
SECONDER:	Commissioner Green
AYES:	Mayor Wolf, Mayor Pro Tem/Commissioner Harrison-Bivins, Commissioner Elliott, Commissioner Flores, Commissioner Green

C. CP 2110-002 One Hundred Oaks

Mayor Wolf stated that the Development Services Department had requested a continuance of Ordinance O2022-76 One Hundred Oaks to a date certain of November 28, 2022, at 100 North Main Street, Wildwood, Florida, 34785, at 7:00 p.m. No comments were offered or received. Vote 5-0.

RESULT:	Continued
MOVER:	Commissioner Elliott
SECONDER:	Commissioner Green
AYES:	Mayor Wolf, Mayor Pro Tem/Commissioner Harrison-Bivins, Commissioner Elliott, Commissioner Flores, Commissioner Green

D. RZ 2110-002 One Hundred Oaks

Mayor Wolf stated that the Development Services Department had requested a continuance of Ordinance O2022-77 Rezoning of One Hundred Oaks to a date certain of November 28, 2022, at 100 North Main Street, Wildwood, Florida, 34785, at 7:00 p.m. No comments were offered or received. Vote 5-0.

RESULT:	Continued
MOVER:	Commissioner Elliott
SECONDER:	Commissioner Green
AYES:	Mayor Wolf, Mayor Pro Tem/Commissioner Harrison-Bivins, Commissioner Elliott, Commissioner Flores, Commissioner Green

E. CP 2207-001 Tillman Villas

Mayor Wolf read the title of Ordinance O2022-82. The applicant is seeking approval from the City Commission for a Small Scale Comprehensive Plan Amendment to change the Future Land Use Map designation from Agriculture (Sumter County) to Medium Density Residential (City) for the parcels C36-005 on 20 acres MOL. Kim Fisher, a representative for the applicant was available for any questions.No comments were offered or received. Vote 5-0.

RESULT:	Adopted
MOVER:	Commissioner Flores
SECONDER:	Commissioner Green
AYES:	Mayor Wolf, Mayor Pro Tem/Commissioner Harrison-Bivins, Commissioner Elliott, Commissioner Flores, Commissioner Green

F. RZ 2207-001 Tillman Villas

Mayor Wolf read the title of Ordinance O2022-83. The applicant is seeking approval from the City Commission for a Zoning Map Amendment to change the zoning A10C (Sumter County) to R-3 (City) for parcel C36-005 on 20 acres MOL. Kim Fisher, a representative for the applicant was available for any questions.No comments were offered or received. Vote 5-0.

RESULT:	Adopted
MOVER:	Mayor Pro Tem/Commissioner Harrison-Bivins
SECONDER:	Commissioner Green
AYES:	Mayor Wolf, Mayor Pro Tem/Commissioner Harrison-Bivins, Commissioner Elliott, Commissioner Flores, Commissioner Green

G. CP 2208-001 Commander's Pointe

Ordinance O2022-84 Small Scale Comprehensive Plan Amendment for Commander's Pointe was not approved due to a misreading and vote of the item.

H. RZ 2208-001 Commander's Pointe

Ordinance O2022-8 The zoning map amendment for Commander's Pointe was not approved due to a misreading and vote of the item.

I. AN 2209-003 VPSD #46

Mayor Wolf read the title of Ordinance O2022-89. The owner/applicant, Village Center Community Development District, has submitted a voluntary annexation application for parcels G32-008 and G32-027. The property to be annexed totals 0.99 acres MOL and is located along CR 509 and Warm Springs Ave, approximately 1 mile east of the intersection of Warm Springs Ave and N US 301. Richard Roads stated that he was not opposed to the annexation but would like the developer to consider the adjacent residents during the site plan designs. Vote 5-0.

RESULT:	Adopted
MOVER:	Commissioner Elliott
SECONDER:	Mayor Pro Tem/Commissioner Harrison-Bivins
AYES:	Mayor Wolf, Mayor Pro Tem/Commissioner Harrison-Bivins, Commissioner Elliott, Commissioner Flores, Commissioner Green

5. Public Forum - 4 minute time limit

None.

6. Ordinances First Reading Only (No Vote)

A. AN 2209-004 VOSO 10th Amendment

Mayor Wolf read the title of Ordinance O2022-94. The applicant, The Villages Land Company, LLC, has submitted a voluntary annexation application for parcels K13-010 and K13-015. The property to be annexed totals 7.72 acres MOL. Parcel K13-010 is located approximately 0.38 miles south of E C 470, and parcel K13-015 is located at the southwest intersection of E C 470 and SE 88th Terrace. First Reading Only. No comments were offered or received. No Vote.

RESULT:	FIRST READING
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7. Resolutions for Approval

A. Surplus Computer and Other Equipment October 2022

Mayor Wolf read the title of Resolution R2022-29. This Resolution declares certain computers, cell phones, and peripheral equipment as surplus and provides for methods of disposal of said equipment (including some smaller, non-electronic items transferred to the City from the Police Department for auction or disposal). No comments were offered or received. Vote 5-0.

RESULT:	Adopted
MOVER:	Commissioner Flores
SECONDER:	Commissioner Green
AYES:	Mayor Wolf, Mayor Pro Tem/Commissioner Harrison-Bivins, Commissioner Elliott, Commissioner Flores, Commissioner Green

8. Financial & Contracts & Agreements

A. Municipal Services Complex Pay App #17 in the Amount of \$59,470.30

Public Works Director Jeremy Hockenbury presented a request for Municipal Services Complex Pay App #17. No comments were offered or received. Vote 5-0.

RESULT:	Adopted
MOVER:	Commissioner Green
SECONDER:	Mayor Pro Tem/Commissioner Harrison-Bivins
AYES:	Mayor Wolf, Mayor Pro Tem/Commissioner Harrison-Bivins, Commissioner Elliott, Commissioner Flores, Commissioner Green

B. Change Order #3 for CR 209 Water Main Extension Phase 1 Credit for \$132,541.81

Utility Supervisor Jason Martin presented a request for CR 209 Water Main Extension Change Order # 3. No comments were offered or received. Vote 5-0.

RESULT:	Adopted
MOVER:	Commissioner Flores
SECONDER:	Commissioner Green
AYES:	Mayor Wolf, Mayor Pro Tem/Commissioner Harrison-Bivins, Commissioner Elliott, Commissioner Flores, Commissioner Green

C. Wildwood Country Resort Lift Station Relocation Change Order #2 for \$10,208.00

Utility Supervisor Jason Martin presented a request for Wildwood Country Resort Lift Station Relocation Change Order # 2. No comments were offered or received. Vote 5-0.

RESULT:	Adopted
MOVER:	Commissioner Green
SECONDER:	Mayor Pro Tem/Commissioner Harrison-Bivins
AYES:	Mayor Wolf, Mayor Pro Tem/Commissioner Harrison-Bivins, Commissioner Elliott, Commissioner Flores, Commissioner Green

D. Ferguson Water Works Water Meter Purchase for \$97,486.60

Utility Supervisor Jason Martin presented a request for the purchase of the Ferguson Water Works water meters. No comments were offered or received. Vote 5-0.

RESULT:	Adopted
MOVER:	Commissioner Green
SECONDER:	Commissioner Flores
AYES:	Mayor Wolf, Mayor Pro Tem/Commissioner Harrison-Bivins, Commissioner Elliott, Commissioner Flores, Commissioner Green

E. 2" Steel Water Main Replacement on Milray, 2nd, 3rd, and Evans Streets for \$24,500.00

Utility Supervisor Jason Martin presented a request for a 2" Steel Water Main replacement on Milray, 2nd, 3rd, and Evans Street. No comments were offered or received. Vote 5-0.

RESULT:	Adopted
MOVER:	Commissioner Elliott
SECONDER:	Commissioner Green
AYES:	Mayor Wolf, Mayor Pro Tem/Commissioner Harrison-Bivins, Commissioner Elliott, Commissioner Flores, Commissioner Green

F. Ball Fabrics Windscreen Production and Installation at Millennium Park Baseball Fields in the Amount of \$12,973.22

Parks and Recreation Director Amanda Salazar presented a request for Ball Fabrics Windscreen Production and Installation at Millennium Park Baseball Fields. Commissioner Elliott asked about the length of the warranty and if there was a concern about having a little league logo on the windscreen. Salazar stated that the material was much thicker and the grommets were better in the chosen one and the fields were too small for the adult teams to play on. Vote 5-0.

RESULT:	Adopted
MOVER:	Commissioner Flores
SECONDER:	Commissioner Green
AYES:	Mayor Wolf, Mayor Pro Tem/Commissioner Harrison-Bivins, Commissioner Elliott, Commissioner Flores, Commissioner Green

G. Release of Code Enforcement Lien for 604 Milray Drive

Development Services Director Melanie Peavy presented a request for the Release of a

Code Enforcement Lien for 604 Milray Drive. No comments were offered or received. Vote 5-0.

RESULT:	Adopted
MOVER:	Commissioner Green
SECONDER:	Commissioner Flores
AYES:	Mayor Wolf, Mayor Pro Tem/Commissioner Harrison-Bivins, Commissioner Elliott, Commissioner Flores, Commissioner Green

9. General Items for Consideration/Discussion and Other Business

A. Donation of Two (2) Dodge Chargers to the Cedar Key Police Department

Chief Parmer presented a request to donate two Dodge Chargers to the Cedar Key Police Department. Vote 5-0.

RESULT:	Adopted
MOVER:	Mayor Pro Tem/Commissioner Harrison-Bivins
SECONDER:	Commissioner Flores
AYES:	Mayor Wolf, Mayor Pro Tem/Commissioner Harrison-Bivins, Commissioner Elliott, Commissioner Flores, Commissioner Green

10. Appointments

None.

11. City Manager Reports

A. Set Workshop for October 31, 2022 at 9:00am

City Manager Jason McHugh requested a Special Meeting for Monday, October 31, 2022, at 9:00 a.m. in the City Hall Commission Chambers, 100 N. Main Street, Wildwood, FL. 34785

12. Other Department Reports

None.

13. Commission Members Reports

Commissioner Elliott stated that the Wildwood Wildcats beat the Villages football team 53-0. Commissioner Elliott stated that Marco Rubio would be coming to town. Commissioner Elliott stated that the Chamber of Commerce would be having its first fish fry. Commissioner Elliott stated that he had attended an event with the Colonial Dames. Commissioner Elliott encouraged everyone to get out and vote this year and to also vote for the best-decorated pumpkin. Commissioner Elliott stated that he had received a complaint about the conditions of highway 301 south of Wildwood. Commissioner Green stated that the East Coast Regional

Planning committee would be holding its Diamonds awards. Commissioner Green also stated that he had been out at MLK Park and stated that there needs to be more swings out there for the children. Commissioner Bivins asked for an update on the splash pad. City Manager Jason McHugh stated that the city was hoping that by the end of November it would be open. Commissioner Flores asked when Spooktacular would be, and City Manager Jason McHugh stated that it would be this Friday, October 28th. Chief Parmer stated that trick or treat would be Monday, October 31st.

14. City Attorney Reports

None.

15. Adjournment

The meeting was adjourned at 7:42 p.m. No comments were offered or received. Vote 5-0.

RESULT:	Adjourned
MOVER:	Commissioner Green
SECONDER:	Commissioner Flores
AYES:	Mayor Wolf, Mayor Pro Tem/Commissioner Harrison-Bivins, Commissioner Elliott, Commissioner Flores, Commissioner Green

Upcoming Events

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

SEAL

ATTEST: _____
Susan Patterson, City Clerk

BY: _____
Ed Wolf, Mayor

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA
SPECIAL MEETING
October 31, 2022 9:00 AM
CITY HALL COMMISSION CHAMBER

(meeting taped)

1. Call to Order

ATTENDANCE	TITLE	STATUS
Ed Wolf	Mayor	Present
Pamala Harrison-Bivins	Mayor Pro Tem	Present
Joe Elliott	Commissioner	Present
Marcos Flores	Commissioner	Present
Julian Green	Commissioner	Present
Jason McHugh	City Manager	Present
Ashley Hunt	City Attorney	Present
Cassandra Smith	Asst. City Manager/CFO	Present
Susan Patterson	City Clerk	Present
Melanie Peavy	Development Services Director	Present

Mayor Wolf brought the meeting to order, followed by Commissioner Bivins invocation and the Pledge of Allegiance.

2. Consent Agenda/Informational Items

None.

3. Presentations and/or Proclamations

Mayor Wolf swore in staff and audience members.

A. Presentation by G3 Development Regarding Downtown Redevelopment Proposal

Mayor Wolf turned the meeting over to Austin Guenther from G3 Development. Guenther presented the proposal and design for the Downtown Redevelopment parking garage and the Railyard. Guenther stated that it was not just to revitalize the downtown district but also to tie into the existing areas. Guenther stated that the vision is not to detract from the current and existing businesses but to improve the quality of the commercial district with the other businesses included. Guenther stated that the plan consists of 8000 square feet of space and 126 new parking spaces. Guenther stated they had retained FinFrock for the creativity of the design. Guenther stated they would focus on the back road between the parking garage and the Railyard to tie the remainder of the district area together. Guenther stated that their goal is to honor and preserve the history of Wildwood as well as create an indoor-outdoor area where people will want to go on a Friday night. Guenther stated the tenant mix would be musicians, a small concert series, restaurants, and retail spaces to attract people to the area and keep people coming back. Guenther stated that this is all a conceptual plan along with the facade of the buildings. Guenther presented an estimated cost for the parking garage of \$7,861,678.74, which did not include a complete architectural or

engineering design at this point. Guenther stated that the costs are conservative and that FinFrock is working on presenting different options that could potentially lower the cost. Commissioner Elliott questioned the exit at Rutland Street and if there was any anticipation of a traffic light. Guenther stated that they had taken that into account and would work with FDOT. Guenther stated that they did not want that to postpone the project. Commissioner Elliott asked if there would be an elevator in the parking garage. Guenther stated that there was an elevator in the design of the parking garage. City Manager McHugh stated that CSX is supportive of the Downtown Revitalization project and the corridor along the railroad property.

McHugh stated that G3 Development would build the two buildings at the same time, and then the city would purchase the parking garage once it is finished with finance consulting thru representative Wendall Gardner from PRAGG. Mayor Wolf asked for a motion to authorize the City Attorney to prepare documents to move forward with the project.

RESULT:	Approval to Authorize
MOVER:	Commissioner Green
SECONDER:	Commissioner Flores
AYES:	Mayor Wolf, Mayor Pro Tem/Commissioner Harrison-Bivins, Commissioner Elliott, Commissioner Flores, Commissioner Green

B. Update on Wildwood Downtown Branding Initiative

Christy Smiley from Tangent Media presented an update for the Downtown Branding. Smiley presented samples of different logos and banners to incorporate the history of the railroad along with light poles that include the appearance of railroad ties. Smiley also presented a billboard sample that could go up around the construction site with a list of all the companies included in the project. McHugh stated that he would like to get the commission's opinion on the logo and banner samples. McHugh stated that the branding would include the history of the railroad. Commissioner Elliott was not sure that the light pole appearance would go everywhere downtown. Mayor Wolf stated that the wall and screening along the railroad property would be nice. McHugh stated that he understood what Commissioner Elliott was saying and would take that into consideration in the final designs. The commission was in agreement to move forward with the branding designs.

C. Update on US 301 Linear Park Conceptual Design

Development Services Director Melanie Peavy presented an update on the US 301 Linear Park Conceptual Plan. Peavy stated that the area of the project runs from Maddox Street north and ends just past Oakwood Express Restaurant on the west side of US Hwy 301. Peavy stated that the railroad theme is used for the south entrance. Peavy stated that there would be a bicycle area, a rain shelter, a pedestrian node, a landscaped walking path, and light posts. Peavy stated that CSX was agreeable to having some of the background screening solid but stated that it would need to be see-through in some areas. Commissioner Elliott suggests, if possible, expanding the area on the north and south of the park to add picnic tables and, on the south end, incorporating CSX into the Linear Park area. Peavy stated that the bike path is part of the Complete Streets Project. Mayor Wolf asked for a motion to authorize continuing with the next phase of the design.

RESULT:	Authorize Approval to Move Forward
MOVER:	Commissioner Elliott
SECONDER:	Commissioner Green
AYES:	Mayor Wolf, Mayor Pro Tem/Commissioner Harrison-Bivins, Commissioner Elliott, Commissioner Flores, Commissioner Green

4. Public Hearings - Timed

None.

5. Public Forum - 4 minute time limit

None.

6. Ordinances First Reading Only (No Vote)

None.

7. Resolutions for Approval

None.

8. Financial & Contracts & Agreements

None.

9. General Items for Consideration/Discussion and Other Business

None.

10. Appointments

None.

11. City Manager Reports

None.

12. Other Department Reports

None.

13. Commission Members Reports

None.

14. City Attorney Reports

None.

15. Adjournment

The meeting adjourned at 9:52 a.m.

RESULT:	Adjournment
MOVER:	Commissioner Green
SECONDER:	Commissioner Flores
AYES:	Mayor Wolf, Mayor Pro Tem/Commissioner Harrison-Bivins, Commissioner Elliott, Commissioner Flores, Commissioner Green

Upcoming Events

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

SEAL

ATTEST: _____
Susan Patterson, City Clerk

BY: _____
Ed Wolf, Mayor

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA
REGULAR MEETING
November 14, 2022 9:00 AM
CITY HALL COMMISSION CHAMBER

(meeting taped)

1. Call to Order

ATTENDANCE	TITLE	STATUS
Ed Wolf	Mayor	Present
Pamala Harrison-Bivins	Mayor Pro Tem	Present
Joe Elliott	Commissioner	Present
Marco Flores	Commissioner	Present
Julian Green	Commissioner	Present
Jason McHugh	City Manager	Present
Cassandra Smith	Asst City Manager/CFO	Present
Ashley Hunt	City Attorney	Present
Susan Patterson	City Clerk	Present
Melanie Peavy	Development Services Dir.	Present
Jeremy Hockenbury	Public Works Director	Present
Jason Martin	Utility Supervisor	Present

Mayor Wolf brought the meeting to order, followed by Commissioner Bivins invocation and the Pledge of Allegiance.

2. Consent Agenda/Informational Items

Consent Agenda items a thru e were voted on together. No comments were offered or received. Vote 5-0.

RESULT:	Adopted
MOVER:	Commissioner Flores
SECONDER:	Commissioner Green
AYES:	Mayor Wolf, Mayor Pro Tem/Commissioner Harrison-Bivins, Commissioner Elliott, Commissioner Flores, Commissioner Green

A. Expenditure Report

B. Minutes for Approval: September 26, 2022 Regular Commission Meeting

C. Minutes for Approval: October 10, 2022 Regular Commission Meeting

D. SP 2108-002 Ashley Furniture - Wildwood

E. Budgeted Financial Items

1. Water Meter Purchase for Zora in the Amount of \$21,547.24

2. Oxidation Ditch Mixer Purchase in the Amount of \$31,500.00

3. Presentations and/or Proclamations

None.

4. Public Hearings - Timed

Mayor Wolf swore in Development Services Director Melanie Peavy and audience members.

A. AN 2209-004 VOSO 10th Amendment

Mayor Wolf read the title of Ordinance O2022-94. The applicant, The Villages Land Company, LLC, has submitted a voluntary annexation application for parcels K13-010 and K13-015. The property to be annexed totals 7.72 acres MOL. Parcel K13-010 is located approximately 0.38 miles south of E C 470, and parcel K13-015 is located at the southwest intersection of E C 470 and SE 88th Terrace. Development Services Director Melanie Peavy stated that the applicant had no intentions of developing the property at this time. No comments were offered or received. Vote 5-0.

RESULT:	Adopted
MOVER:	Commissioner Green
SECONDER:	Commissioner Elliott
AYES:	Mayor Wolf, Mayor Pro Tem/Commissioner Harrison-Bivins, Commissioner Elliott, Commissioner Flores, Commissioner Green

B. CP 2208-001 Commander's Pointe

Mayor Wolf read the title of Ordinance O2022-84. The applicant seeks approval from the City Commission for a Small Scale Comprehensive Plan Amendment to change the Future Land Use Map designation from Low-Density Residential & Neighborhood Commercial (City) to High-Density Residential and Commercial (City) for the parcels C13-109 on 47.47 acres MOL. No comments were offered or received. Vote 5-0.

RESULT:	Adopted
MOVER:	Commissioner Green
SECONDER:	Commissioner Flores
AYES:	Mayor Wolf, Mayor Pro Tem/Commissioner Harrison-Bivins, Commissioner Elliott, Commissioner Flores, Commissioner Green

C. RZ 2208-001 Commander's Pointe

Mayor Wolf read the title of Ordinance O2022-85. The applicant seeks approval from the Commission for a Zoning Map Amendment to change the zoning from C-2A (City) to R-5 & C-3 (City) for the parcels C13-109 on 47.47 acres MOL. No comments were offered or received. Vote 5-0.

RESULT:	Adopted
MOVER:	Commissioner Green
SECONDER:	Mayor Pro Tem/Commissioner Harrison-Bivins
AYES:	None

5. Public Forum - 4 minute time limit

None.

6. Ordinances First Reading Only (No Vote)

A. AN 2209-002 A&A Plaza

Mayor Wolf read the title of Ordinance O2022-95. The applicant, A&A Brothers LLC, on behalf of the owners, Ammar Mousa and Amer Al-Shareef, has submitted a voluntary annexation application for parcel K09A004. The property to be annexed totals 5 acres MOL and is located along E C 470, south and east of CR 500, and approximately 0.5 miles west of Marsh Bend Trail. No comments were offered or received. First Reading Only. No Vote.

RESULT:	FIRST READING
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B. CP 2208-002 Twisted Oaks Multi-Family

Mayor Wolf read the title of Ordinance O2022-92. The applicant seeks approval from the City Commission for a Small Scale Comprehensive Plan Amendment to change the Future Land Use Map designation from Commercial (City) to High-Density Residential and Commercial (City) for the parcels D31-016, D31-002 & D31-003 on 19.15 acres of residential MOL and 3.12 acres of commercial MOL. No comments were offered or received. First Reading Only. No Vote.

RESULT:	FIRST READING
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C. RZ 2208-002 Twisted Oaks Multi-Family

Mayor Wolf read the title of Ordinance O2022-93. The applicant seeks approval from the Commission for a Zoning Map Amendment to change the zoning C-3 (City) to R-5 & C-3 (City) for the parcels D31-016, D31-002 & D31-003 on 21.24 acres MOL. No comments

were offered or received. First Reading Only. No Vote.

RESULT: FIRST READING

7. Resolutions for Approval

A. Update of Travel Policy in Personnel Policy and Procedure Manual

Mayor Wolf read the title of R2022-30. A Resolution establishing a new policy that allows for meal reimbursements based on location and pursuant to the U.S. General Services Administration allowances. This provides for higher meal allowances for areas that have higher costs. The new policy also provides more detailed information on allowable expenses. No comments were offered or received. Vote 5-0.

RESULT:	Adopted
MOVER:	Commissioner Green
SECONDER:	Mayor Pro Tem/Commissioner Harrison-Bivins
AYES:	Mayor Wolf, Mayor Pro Tem/Commissioner Harrison-Bivins, Commissioner Elliott, Commissioner Flores, Commissioner Green

B. Surplus of Two Police Vehicles

Mayor Wolf read the title of Resolution R2022-31. At the October 24, 2022, City Commission meeting, the City Commission agreed to donate two Police vehicles to the Cedar Key Police Department. The two vehicles to be donated are scheduled to be replaced this fiscal year pursuant to the Fleet Services Department's vehicle replacement program. The attached resolution designates the vehicles as surplus property which is necessary to facilitate the donation. No comments were offered or received. Vote 5-0.

RESULT:	Adopted
MOVER:	Commissioner Flores
SECONDER:	Mayor Pro Tem/Commissioner Harrison-Bivins
AYES:	Mayor Wolf, Mayor Pro Tem/Commissioner Harrison-Bivins, Commissioner Elliott, Commissioner Flores, Commissioner Green

8. Financial & Contracts & Agreements

A. Purchase Thirty-Six (36) Tasers for the Police Department in the Amount of \$38,664.00

Chief Parmer presented a request for the purchase of thirty-six (36) tasers. No comments were offered or received. Vote 5-0.

RESULT:	Adopted
MOVER:	Commissioner Green
SECONDER:	Mayor Pro Tem/Commissioner Harrison-Bivins
AYES:	Mayor Wolf, Mayor Pro Tem/Commissioner Harrison-Bivins, Commissioner Elliott, Commissioner Flores, Commissioner Green

B. Wastewater Treatment Plant Pretreatment Sampling in the Amount of \$20,755.00

Utility Supervisor Jason Martin presented a request for Wastewater Treatment Plant Pretreatment Sampling. No comments were offered or received. Vote 5-0.

RESULT:	Adopted
MOVER:	Mayor Pro Tem/Commissioner Harrison-Bivins
SECONDER:	Commissioner Flores
AYES:	Mayor Wolf, Mayor Pro Tem/Commissioner Harrison-Bivins, Commissioner Elliott, Commissioner Flores, Commissioner Green

C. Funding Approval for Stormwater Maintenance and Inspection Services

Public Works Director Jeremy Hockenbury presented a request for funding of Stormwater Maintenance and Inspection Services. No comments were offered or received. Vote 5-0.

RESULT:	Adopted
MOVER:	Commissioner Green
SECONDER:	Mayor Pro Tem/Commissioner Harrison-Bivins
AYES:	Mayor Wolf, Mayor Pro Tem/Commissioner Harrison-Bivins, Commissioner Elliott, Commissioner Flores, Commissioner Green

D. MLK Splash Pad Pay App # 2 in the Amount of \$65,868.69

Public Works Director Jeremy Hockenbury presented a request for MLK Splash Pad Pay App # 2. No comments were offered or received. Vote 5-0.

RESULT:	Adopted
MOVER:	Mayor Pro Tem/Commissioner Harrison-Bivins
SECONDER:	Commissioner Green
AYES:	Mayor Wolf, Mayor Pro Tem/Commissioner Harrison-Bivins, Commissioner Elliott, Commissioner Flores, Commissioner Green

E. Kimley-Horn Work Authorization #42 for Huey Street Drainage and Parking Improvements in the Amount of \$40,900.00

Public Works Director Jeremy Hockenbury presented a request for Kimley-Horn Work Authorization #42 for Huey Street Drainage and Parking Improvements. No comments were offered or received. Vote 5-0.

RESULT:	Adopted
MOVER:	Commissioner Flores
SECONDER:	Mayor Pro Tem/Commissioner Harrison-Bivins
AYES:	None

- F. Kimley Horn Amendment #1 to Work Authorization #18 for Huey St in the Amount of \$39,900.00

Public Works Director Jeremy Hockenbury presented a request for Kimley-Horn Amendment # 1 to Work Authorization # 18 for Huey Street. No comments were offered or received. Vote 5-0.

RESULT:	Adopted
MOVER:	Commissioner Elliott
SECONDER:	Commissioner Green
AYES:	Mayor Wolf, Mayor Pro Tem/Commissioner Harrison-Bivins, Commissioner Elliott, Commissioner Flores, Commissioner Green

- G. Professional Services Agreement with CPH for HVAC Replacement Projects in the Amount of \$44,180.00

Public Works Director Jeremy Hockenbury presented a request for a Professional Services Agreement with CPH for HVAC Replacement Projects. No comments were offered or received. Vote 5-0.

RESULT:	Adopted
MOVER:	Commissioner Green
SECONDER:	Mayor Pro Tem/Commissioner Harrison-Bivins
AYES:	Mayor Wolf, Mayor Pro Tem/Commissioner Harrison-Bivins, Commissioner Elliott, Commissioner Flores, Commissioner Green

- H. Municipal Services Complex Pay App #18 in the Amount of \$132,401.50

Public Works Director Jeremy Hockenbury presented a request for Municipal Services Complex Pay App # 18. No comments were offered or received. Vote 5-0.

RESULT:	Adopted
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MOVER:	Commissioner Flores
SECONDER:	Mayor Pro Tem/Commissioner Harrison-Bivins
AYES:	Mayor Wolf, Mayor Pro Tem/Commissioner Harrison-Bivins, Commissioner Elliott, Commissioner Flores, Commissioner Green

- I. Transportation Mitigation Agreement between Turkey Run 2, LLC, referred to as "Turkey Run", the City of Wildwood, Florida, and Sumter County, Florida

Development Services Director Melanie Peavy presented the Transportation Mitigation Agreement between Turkey Run 2, LLC and the City of Wildwood, Florida, and Sumter County, Florida for approval. No comments were offered or received. Vote 5-0.

RESULT:	Adopted
MOVER:	Commissioner Elliott
SECONDER:	Commissioner Green
AYES:	Mayor Wolf, Mayor Pro Tem/Commissioner Harrison-Bivins, Commissioner Elliott, Commissioner Flores, Commissioner Green

- J. RFP 2022-12 Classification & Compensation Study Award Approval

Assistant City Manager/CFO Cassandra Smith presented a request for the RFP 2022-12 Classification & Compensation Study Award for approval. Smith requested the Commissioner authorize the City Manager to negotiate a contract with Evergreen Solutions. No comments were offered or received. Vote 5-0.

RESULT:	Adopted
MOVER:	Commissioner Elliott
SECONDER:	Commissioner Green
AYES:	Mayor Wolf, Mayor Pro Tem/Commissioner Harrison-Bivins, Commissioner Elliott, Commissioner Flores, Commissioner Green

9. General Items for Consideration/Discussion and Other Business

None.

10. Appointments

None.

11. City Manager Reports

City Manager Jason McHugh stated that the city had a minimal amount of damage from tropical storm Nicole. McHugh thanked Parks and Recreation for the Spooktacular and Veterans Days programs. McHugh stated that the lights and decorations were up at city hall and that the lights would be turned on tonight. McHugh also mentioned that HR had passed out flyers for the

employee luncheon on December 15th and hoped that all the city commissioners would come to the luncheon.

12. Other Department Reports

A. Promotion of Detective David Clarkson to Detective Sergeant

Chief Parmer presented Detective David Clarkson with his promotion to Detective Sergeant, stating that he has been with the city for 18 years and that it was well deserved.

13. Commission Members Reports

Commissioner Elliott stated that he had met with the Wildwood Business Coalition. Commissioner Elliott stated that he would also be attending the League of Cities Conference. Commissioner Elliott stated that he would like to invite the newly elected politicians to a city meeting. Commissioner Green stated that he would be attending a Regional Planning Committee meeting. Commissioner Bivins stated that the Wildwood Wildcats have advanced in the football playoffs. Commissioner Bivins thanked the Public Works department for their great teamwork and efforts in removing the tree on Ross Street caused by Nicole.

14. City Attorney Reports

None.

15. Adjournment

The meeting was adjourned at 9:42 a.m.

RESULT:	Adjourned
MOVER:	Mayor Pro Tem/Commissioner Harrison-Bivins
SECONDER:	Commissioner Flores
AYES:	Mayor Wolf, Mayor Pro Tem/Commissioner Harrison-Bivins, Commissioner Elliott, Commissioner Flores, Commissioner Green

Upcoming Events

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

SEAL

ATTEST: _____
Susan Patterson, City Clerk

BY: _____
Ed Wolf, Mayor

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING NOVEMBER 28 2022

Revenue Account Range: First	to Last	Include Non-Anticipated: No	Year To Date As Of: 11/30/22
Expend Account Range: First	to Last	Include Non-Budget: No	Current Period: 11/01/22 to 11/30/22
Print Zero YTD Activity: No			Prior Year As Of: 11/30/22

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Excess/Deficit	% Real
001-311-1000	AD VALOREM TAXES	9,433,626.77	12,767,400.00	0.00	449.44	12,766,950.56-	0
001-312-4100	LOCAL OPTION GAS TAX	521,726.98	550,510.00	0.00	52,819.89	497,690.11-	10
001-312-6000	DISCRETIONARY/LOCAL GOVT. INFRA	2,772,790.28	2,912,630.00	185,389.91	413,573.39	2,499,056.61-	14
001-313-1000	FRANCHISE TAX-/PROGRESS ENERGY SVCS	820,174.41	800,000.00	0.00	94,644.16	705,355.84-	12
001-313-1010	FRANCHISE TAX- SECO	985,096.41	950,000.00	0.00	124,696.17	825,303.83-	13
001-313-4080	LEESBURG ELECTRIC FRANCHISE FEE	39,504.63	35,000.00	8,969.20	17,254.55	17,745.45-	49
001-313-4160	FRANCHISE TAX- TECO/PEOPLES GAS	208,753.61	250,000.00	21,752.11	43,479.10	206,520.90-	17
001-313-4170	FENNEY WATER CONS AUTHORITY-UTILITY TAX	48,568.46	45,000.00	0.00	4,969.06	40,030.94-	11
001-313-4180	LEESBURG GAS FRANCHISE FEE	42,579.14	45,000.00	4,150.76	8,366.42	36,633.58-	19
001-313-4190	SOUTH SUMTER UTILITY COMPANY FRANCHISE	233,478.40	275,000.00	0.00	0.00	275,000.00-	0
001-313-5000	FRANCHISE TAX- WASTE MGMNT-REFUSE SVCS	188,118.87	190,000.00	0.00	3,337.08	186,662.92-	2
001-313-5001	TRI-COUNTY SANITATION FRANCHISE FEE	216,817.32	250,000.00	0.00	22,916.76	227,083.24-	9
001-313-5003	FRANCHISE FEE - SEWWC	207,750.44	245,000.00	0.00	20,790.85	224,209.15-	8
001-314-1000	UTILITY TAX-PROGRESS ENERGY SVCS.	709,042.04	690,000.00	0.00	91,545.27	598,454.73-	13
001-314-1010	UTILITY TAX-SUMTER ELECTRIC	932,060.10	930,000.00	0.00	90,239.71	839,760.29-	10
001-314-3000	UTILITY TAX-WATER SALES	116,647.62	110,000.00	0.00	0.00	110,000.00-	0
001-314-3002	THE VILLAGES-5% WATER UTILITY TAX	209,019.94	250,000.00	0.00	17,670.09	232,329.91-	7
001-314-3003	CENTRAL SUMTER UTILITY CO. LLC	74,066.87	125,000.00	0.00	38,297.98	86,702.02-	31
001-314-4000	UTILITY TAX-SUBURBAN PROPANE	13,795.71	15,000.00	0.00	1,151.98	13,848.02-	8
001-314-4030	FERRELLGAS LP	1,603.55	1,000.00	91.40	206.56	793.44-	21
001-314-4040	CIRCLE K STORES	210.93	200.00	25.49	25.49	174.51-	13
001-314-4080	LEESBURG ELECTRIC UTILITY TAX	30,350.78	30,000.00	6,124.32	12,480.85	17,519.15-	42
001-314-4081	LEESBURG GAS UTILITY TAX	62,769.16	60,000.00	6,343.26	12,475.51	47,524.49-	21
001-314-4100	INTERCONN RESOURCES LLC	25,821.93	30,000.00	0.00	1,727.78	28,272.22-	6
001-314-4150	CVS	389.42	200.00	0.00	53.41	146.59-	27
001-314-4151	AMERIGAS PROPANE	9,120.14	8,000.00	0.00	744.25	7,255.75-	9
001-314-4152	LOWE'S PROPANE TAX	2,123.63	1,500.00	0.00	303.01	1,196.99-	20
001-314-4160	TECO-PEOPLES GAS	237,853.89	250,000.00	0.00	24,728.27	225,271.73-	10
001-314-4162	GAS SOUTH UTILITY TAX	335.05	300.00	0.00	21.62	278.38-	7
001-314-4190	SOUTH SUMTER UTILITY CO UTILITY TAX	94,896.01	85,000.00	0.00	0.00	85,000.00-	0
001-314-4191	PUBLIX UTILITY TAX	932.43	500.00	0.00	87.17	412.83-	17
001-314-9010	STATE COMMUNICATIONS TAX	499,413.36	500,000.00	0.00	44,618.50	455,381.50-	9
001-335-1200	STATE REVENUE SHARING	628,683.58	652,660.00	0.00	53,133.33	599,526.67-	8

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING NOVEMBER 28 2022

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Excess/Deficit	% Real
001-335-1400	MOBILE HOME LICENSES	16,437.90	10,000.00	346.33	716.07	9,283.93-	7
001-335-1600	STATE BEVERAGE LICENSES	7,462.21	8,500.00	0.00	6,605.69	1,894.31-	78
001-335-1800	1/2 CENT SALES TAX	1,332,172.60	1,508,170.00	0.00	146,188.77	1,361,981.23-	10
001-339-1000	SOUTH SUMTER UTILITY PILOT FEES	5,582.80	0.00	0.00	0.00	0.00	0
001-341-2006	COMMUNITY DEVELOPMENT SERVICES	844,761.41	500,000.00	12,645.00	61,849.41	438,150.59-	12
001-341-2010	TREE MITIGATION PERMITS	25,584.00	0.00	0.00	150.00	150.00	0
001-347-5300	BUILDING RENTAL-WILDWOOD COMMUNITY CENTE	74,972.48	50,000.00	757.71-	9,504.33	40,495.67-	19
001-347-5304	COMMUNITY CENTER STAFF FEES	150.00-	100.00	0.00	0.00	100.00-	0
001-347-5305	BUILDING RENTAL-OXFORD COMMUNITY CENTER	7,747.58	5,000.00	35.88-	424.12	4,575.88-	8
001-347-5306	BUILDING RENTAL-MLK JR COMMUNITY CENTER	1,693.87	1,500.00	13.26-	156.74	1,343.26-	10
001-347-5307	OUTDOOR BUILDING RENTALS	46.10	100.00	0.78-	9.22	90.78-	9
001-347-5308	OPEN SPACE RENTALS	354.97	100.00	0.00	0.00	100.00-	0
001-350-1000	FINES	27,241.97	20,000.00	467.47	2,306.77	17,693.23-	12
001-351-1002	CODE ENFORCEMENT	1,825.29	1,000.00	195.04	332.56	667.44-	33
001-351-3000	POLICE-2ND DOLLAR FUND	2,900.28	1,500.00	62.52	256.29	1,243.71-	17
001-361-0000	INTEREST EARNINGS	85,937.51	5,000.00	0.00	0.00	5,000.00-	0
001-369-0000	OTHER MISCELLANEOUS REVENUE	6,413.14	10,000.00	15.00	186.07	9,813.93-	2
001-369-0010	STATE HIGHWAY LIGHTING AGREEMENT	17,247.78	17,765.00	0.00	0.00	17,765.00-	0
001-369-0012	FDOT HIGHWAY MAINTENANCE AGREEMENT	15,500.08	13,440.00	0.00	0.00	13,440.00-	0
001-369-0050	AUCTION PROCEEDS	9,972.00	10,000.00	0.00	0.00	10,000.00-	0
001-369-0052	SPONSORSHIPS	1,265.00	1,000.00	0.00	0.00	1,000.00-	0
001-369-0058	DONATIONS	17,515.70	0.00	0.00	50.00	50.00	0
001-369-0075	MULTI-PURPOSE FIELD RENTAL	0.00	100.00	0.00	0.00	100.00-	0
001-369-0076	BASEBALL FIELD RENTAL	3,329.84	1,000.00	51.48-	608.52	391.48-	61
001-369-0078	FIELD PREPARATION FEES	345.00	100.00	0.00	0.00	100.00-	0
001-369-0792	PROGRAM REGISTRATION FEES	29,002.57	15,000.00	50.00-	4,115.00	10,885.00-	27
001-369-0794	CONCESSION / VENDOR FEES	100.00	100.00	0.00	0.00	100.00-	0
001-369-0796	SPECIAL EVENT REGISTRATION FEES	1,320.00	1,500.00	0.00	60.00	1,440.00-	4
001-369-2100	POLICE DEPT MISCELLANEOUS REVENUE	4,794.00	1,500.00	80.00	510.80	989.20-	34
001-369-3700	MISCELLANEOUS POLICE DONATIONS	0.00	100.00	0.00	0.00	100.00-	0
001-369-3748	MISC. GRANTS/VESTS	2,325.00	0.00	0.00	0.00	0.00	0
001-369-4000	FUEL TAX REFUND	7,631.68	6,500.00	0.00	0.00	6,500.00-	0
001-380-1000	OTHR FINANCING SOURCE-INSURANCE PROCEEDS	67,736.50	0.00	0.00	0.00	0.00	0
001-380-1001	OTHER FINANCING SOURCE-COUNTY REIMBURSE	90,804.00	0.00	0.00	0.00	0.00	0
001-382-1010	TRANSFER FROM INDUSTRIAL PARK	10,000.00	10,000.00	0.00	0.00	10,000.00-	0
001-382-1013	TRANSFER FROM LAW ENFORCEMENT IMP FEES	412,800.00	412,800.00	0.00	0.00	412,800.00-	0
001-389-5000	NON-OPERATIONAL CASH FORWARD-GEN FUND	0.00	5,806,015.00	0.00	0.00	5,806,015.00-	0

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING NOVEMBER 28 2022

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Excess/Deficit	% Real
	001 GENERAL FUND Revenue Total	22,500,795.12	31,472,790.00	245,748.70	1,430,838.01	30,041,951.99-	5
Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
001-511-00-0000	LEGISLATIVE- CITY COMMISSION:	0.00	0.00	0.00	0.00	0.00	0
001-511-10-1200	SALARIES	42,528.84	48,910.00	3,544.07	8,755.60	40,154.40	18
001-511-10-2100	FICA EXPENSE	3,253.32	3,750.00	271.11	669.78	3,080.22	18
001-511-10-2200	RETIREMENT	22,461.75	27,880.00	2,020.11	4,238.81	23,641.19	15
001-511-10-2300	LIFE & HEALTH INSURANCE	285.00	350.00	23.75	231.99	118.01	66
001-511-10-2600	WORKERS COMPENSATION INSURANCE	133.96	150.00	12.02	60.26	89.74	40
001-511-30-3100	PROFESSIONAL SERVICES	1,600.00	6,000.00	0.00	0.00	6,000.00	0
001-511-30-4000	TRAVEL & PER DIEM	6,205.44	7,000.00	71.50	71.50	6,928.50	1
001-511-30-4100	TELEPHONE EXPENSE	1,196.00	2,000.00	90.62	90.62	1,909.38	5
001-511-30-4110	IT LICENSING / EQUIPMENT	4,807.20	8,470.00	978.47	978.47	7,491.53	12
001-511-30-4600	REPAIR & MAINTENANCE	0.00	500.00	0.00	0.00	500.00	0
001-511-30-4900	MISC. EXPENSE & OTHER CURRENT	66.37	2,500.00	2,656.95	2,656.95	156.95-	106
001-511-30-5100	OFFICE SUPPLIES	39.00	150.00	0.00	0.00	150.00	0
001-511-30-5200	OPERATING SUPPLIES	98.66	400.00	0.00	0.00	400.00	0
001-511-30-5400	SUBSCRIPTIONS/DUES	2,680.00	5,300.00	30.00	3,187.00	2,113.00	60
001-511-30-5500	TRAINING	1,650.00	2,650.00	0.00	0.00	2,650.00	0
001-511-60-6300	CAPITAL IMPROVEMENT-OTHER	5,698.00	0.00	0.00	0.00	0.00	0
	511 LEGISLATIVE- CITY COMMISSION:	92,703.54	116,010.00	9,698.60	20,940.98	95,069.02	18
001-512-00-0000	EXECUTIVE- CITY MANAGER:	0.00	0.00	0.00	0.00	0.00	0
001-512-10-1200	SALARIES	273,116.15	448,710.00	32,661.89	64,744.99	383,965.01	14
001-512-10-1300	OVERTIME	69.81	0.00	0.00	0.00	0.00	0
001-512-10-1500	SICK LEAVE	6,172.52	0.00	131.97	131.97	131.97-	0
001-512-10-1600	VACATION PAY	12,418.17	0.00	2,484.25	5,946.02	5,946.02-	0
001-512-10-1800	HOLIDAY PAY	12,853.78	0.00	0.00	0.00	0.00	0
001-512-10-2100	FICA EXPENSE	23,215.10	34,330.00	2,683.50	5,387.38	28,942.62	16
001-512-10-2200	RETIREMENT	81,799.65	110,900.00	8,698.79	17,707.23	93,192.77	16
001-512-10-2210	BENEFIT ADMIN FEES	58.50	0.00	0.00	13.50	13.50-	0
001-512-10-2300	LIFE & HEALTH INSURANCE	24,071.20	46,800.00	4,524.75	8,049.50	38,750.50	17
001-512-10-2600	WORKERS COMPENSATION INSURANCE	446.58	500.00	40.07	200.89	299.11	40
001-512-30-3100	PROFESSIONAL SERVICES	36,956.41	125,000.00	0.00	0.00	125,000.00	0
001-512-30-3450	CLOTHING AND UNIFORMS	0.00	500.00	0.00	0.00	500.00	0

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001-512-30-4000	TRAVEL & PER DIEM	7,309.05	10,600.00	500.00	1,000.00	9,600.00	9
001-512-30-4100	TELEPHONE EXPENSE	2,788.94	4,500.00	176.36	335.72	4,164.28	7
001-512-30-4110	IT LICENSING / EQUIPMENT	2,890.83	11,840.00	1,559.44	1,559.44	10,280.56	13
001-512-30-4150	ADVERTISING/RECORDING EXPENSE	0.00	4,000.00	29.82	29.82	3,970.18	1
001-512-30-4200	POSTAGE/TRANSPORTATION FEES	6.76	500.00	22.70	22.70	477.30	5
001-512-30-4600	REPAIR & MAINTENANCE	946.22	5,800.00	33.63	134.08	5,665.92	2
001-512-30-4900	MISC. EXPENSE & OTHER CURRENT	501.71	1,000.00	110.00	110.00	890.00	11
001-512-30-5100	OFFICE SUPPLIES	338.18	2,000.00	1,137.30	1,473.95	526.05	74
001-512-30-5200	OPERATING SUPPLIES	593.17	7,250.00	1,864.29	1,873.49	5,376.51	26
001-512-30-5400	SUBSCRIPTIONS/DUES	3,846.24	5,650.00	284.88	284.88	5,365.12	5
001-512-30-5500	TRAINING	2,137.51	9,000.00	0.00	598.00	8,402.00	7
001-512-60-6400	CAP. IMPROVEMENT-MACHINERY	0.00	5,200.00	0.00	0.00	5,200.00	0
512 EXECUTIVE- CITY MANAGER:		492,536.48	834,080.00	56,943.64	109,603.56	724,476.44	13
001-513-00-0000	CLERK/FINANCE DEPARTMENT:	0.00	0.00	0.00	0.00	0.00	0
001-513-10-1200	SALARIES	217,658.11	283,920.00	18,064.37	32,394.98	251,525.02	11
001-513-10-1300	OVERTIME	24.88	500.00	0.00	0.00	500.00	0
001-513-10-1500	SICK LEAVE	6,549.71	0.00	123.84	1,877.78	1,877.78-	0
001-513-10-1600	VACATION PAY	16,092.88	0.00	546.81	1,450.09	1,450.09-	0
001-513-10-1800	HOLIDAY PAY	10,401.00	0.00	0.00	0.00	0.00	0
001-513-10-2100	FICA EXPENSE	19,180.82	21,760.00	1,433.24	2,732.81	19,027.19	13
001-513-10-2200	RETIREMENT	32,312.84	37,280.00	2,573.83	4,909.50	32,370.50	13
001-513-10-2210	BENEFIT ADMIN FEES	54.00	0.00	0.00	0.00	0.00	0
001-513-10-2300	LIFE & HEALTH INSURANCE	35,524.88	46,800.00	2,893.18	5,762.00	41,038.00	12
001-513-10-2500	UNEMPLOYMENT COMPENSATION	0.00	500.00	0.00	0.00	500.00	0
001-513-10-2600	WORKERS COMPENSATION INSURANCE	893.14	1,000.00	80.14	401.77	598.23	40
001-513-30-3100	PROFESSIONAL SERVICES	12,762.90	17,750.00	0.00	0.00	17,750.00	0
001-513-30-3200	ACCOUNTING/AUDITING FEE	18,500.00	19,250.00	0.00	0.00	19,250.00	0
001-513-30-3400	OTHER CONTRACTUAL SERVICES	2,720.05	14,800.00	1,049.16	1,170.16	13,629.84	8
001-513-30-4000	TRAVEL & PER DIEM	0.00	2,000.00	0.00	0.00	2,000.00	0
001-513-30-4100	TELEPHONE EXPENSE	3,480.22	6,300.00	57.14	252.40	6,047.60	4
001-513-30-4110	IT LICENSING / EQUIPMENT	32,428.68	37,540.00	3,158.75	19,397.27	18,142.73	52
001-513-30-4150	ADVERTISING/RECORDING EXPENSE	2,857.35	1,580.00	0.00	0.00	1,580.00	0
001-513-30-4200	POSTAGE/TRANSPORTATION FEES	4,347.60	3,150.00	0.00	0.00	3,150.00	0
001-513-30-4300	UTILITIES EXPENSE	18,321.51	27,300.00	0.00	1,449.15	25,850.85	5
001-513-30-4400	RENTAL & LEASING	2,995.45	3,900.00	201.65	371.19	3,528.81	10

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001-513-30-4500	GENERAL INSURANCE	149,199.14	170,000.00	184,869.50	184,869.50	14,869.50-	109
001-513-30-4600	REPAIR & MAINTENANCE	12,369.37	22,470.00	593.74	648.74	21,821.26	3
001-513-30-4900	MISC. EXPENSE & OTHER CURRENT	5,651.03	6,000.00	785.93	1,126.86	4,873.14	19
001-513-30-4910	ELECTION EXPENSES	0.00	500.00	0.00	0.00	500.00	0
001-513-30-5100	OFFICE SUPPLIES	4,216.10	3,600.00	59.38	947.37	2,652.63	26
001-513-30-5200	OPERATING SUPPLIES	7,147.80	7,050.00	180.54	594.65	6,455.35	8
001-513-30-5400	SUBSCRIPTIONS/DUES	432.50	1,180.00	0.00	150.00	1,030.00	13
001-513-30-5500	TRAINING	1,818.00	3,360.00	100.00	399.00	2,961.00	12
001-513-60-6300	CAPITAL IMPROVEMENT-OTHER	0.00	7,560.00	0.00	0.00	7,560.00	0
001-513-70-7100	DEBT SERVICE/CITY HALL-PRINCIPAL	109,873.75	112,595.00	0.00	0.00	112,595.00	0
001-513-70-7200	DEBT SERVICE/CITY HALL-INTEREST	24,553.79	21,835.00	0.00	0.00	21,835.00	0
001-513-70-7500	DEBT SERVICE/POLICE STATION-PRINCIPAL	223,552.49	229,425.00	0.00	0.00	229,425.00	0
001-513-70-7550	DEBT SERVICE/POLICE STATION-INTEREST	68,058.21	62,185.00	0.00	0.00	62,185.00	0
001-513-70-7600	DEBT SERV/2018 GEN FUND PROJ LOAN-PRINCP	327,167.69	333,315.00	0.00	165,881.67	167,433.33	50
001-513-70-7650	DEBT SERV/2018 GEN FUND PROJ LOAN-INTRST	95,401.31	89,270.00	0.00	45,385.60	43,884.40	51
513 CLERK/FINANCE DEPARTMENT:		1,466,547.20	1,595,675.00	216,771.20	472,172.49	1,123,502.51	30
001-516-00-0000	DEVELOPMENT SERVICES:	0.00	0.00	0.00	0.00	0.00	0
001-516-10-1200	SALARIES	469,376.17	707,050.00	33,375.44	65,551.21	641,498.79	9
001-516-10-1300	OVERTIME	1,684.41	1,000.00	97.50	97.50	902.50	10
001-516-10-1500	SICK LEAVE	10,237.69	0.00	1,347.62	1,804.32	1,804.32-	0
001-516-10-1600	VACATION PAY	29,637.20	0.00	1,602.36	1,940.01	1,940.01-	0
001-516-10-1800	HOLIDAY PAY	19,472.89	0.00	0.00	0.00	0.00	0
001-516-10-2100	FICA EXPENSE	40,576.27	54,170.00	2,786.37	5,308.58	48,861.42	10
001-516-10-2200	RETIREMENT	76,419.65	105,520.00	5,366.28	10,246.05	95,273.95	10
001-516-10-2210	BENEFIT ADMIN FEES	211.50	0.00	0.00	4.50	4.50-	0
001-516-10-2300	LIFE & HEALTH INSURANCE	70,554.20	107,640.00	6,367.84	11,735.68	95,904.32	11
001-516-10-2600	WORKERS COMPENSATION INSURANCE	1,339.72	1,500.00	120.21	602.66	897.34	40
001-516-30-3100	PROFESSIONAL SERVICES	487,518.20	525,000.00	1,130.00	1,130.00	523,870.00	0
001-516-30-3400	OTHER CONTRACTUAL SERVICES	1,361.24	14,500.00	0.00	0.00	14,500.00	0
001-516-30-3450	CLOTHING AND UNIFORMS	981.46	2,000.00	0.00	0.00	2,000.00	0
001-516-30-4000	TRAVEL & PER DIEM	4,014.91	24,650.00	0.00	0.00	24,650.00	0
001-516-30-4100	TELEPHONE EXPENSE	9,092.98	8,000.00	167.93	635.73	7,364.27	8
001-516-30-4110	IT LICENSING / EQUIPMENT	15,689.09	55,100.00	4,367.69	19,367.69	35,732.31	35
001-516-30-4150	ADVERTISING/RECORDING EXPENSE	33,762.20	25,000.00	869.50	2,077.22	22,922.78	8
001-516-30-4200	POSTAGE/TRANSPORTATION FEES	1,317.67	8,000.00	0.00	0.00	8,000.00	0

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001-516-30-4600	REPAIR & MAINTENANCE	3,417.08	6,000.00	141.77	141.77	5,858.23	2
001-516-30-4900	MISC. EXPENSE & OTHER CURRENT	273.06	10,000.00	0.00	0.00	10,000.00	0
001-516-30-4950	CODE ENFORCEMENT	2,738.41	51,500.00	155.18	155.18	51,344.82	0
001-516-30-5100	OFFICE SUPPLIES	2,250.71	10,000.00	11.70	78.57	9,921.43	1
001-516-30-5200	OPERATING SUPPLIES	15,236.35	10,000.00	340.42	616.08	9,383.92	6
001-516-30-5250	FUEL EXPENSE	1,957.56	2,500.00	0.00	0.00	2,500.00	0
001-516-30-5400	SUBSCRIPTIONS/DUES	2,383.95	3,980.00	380.74	535.17	3,444.83	13
001-516-30-5500	TRAINING	7,497.85	19,460.00	978.60	978.60	18,481.40	5
001-516-30-5550	LICENSING	10,961.10	0.00	0.00	0.00	0.00	0
001-516-60-6300	CAPITAL IMPROVEMENT-OTHER	0.00	18,000.00	2,350.00	10,313.00	7,687.00	57
001-516-60-6330	JPA COMP PLAN AMENDMENTS	15,033.63	0.00	0.00	0.00	0.00	0
001-516-60-6400	CAPITAL IMPROV.-MACHINERY/EQUIPMENT	39,090.00	0.00	0.00	0.00	0.00	0
516 DEVELOPMENT SERVICES:		1,374,087.15	1,770,570.00	61,957.15	133,319.52	1,637,250.48	8
001-518-00-0000	INFORMATION TECHNOLOGY DEPARTMENT	0.00	0.00	0.00	0.00	0.00	0
001-518-10-1200	SALARIES	109,722.55	190,330.00	13,995.37	26,767.91	163,562.09	14
001-518-10-1300	OVERTIME	41.47	0.00	0.00	0.00	0.00	0
001-518-10-1500	SICK LEAVE	6,520.75	0.00	0.00	248.80	248.80-	0
001-518-10-1600	VACATION PAY	6,969.13	0.00	688.71	876.50	876.50-	0
001-518-10-1800	HOLIDAY PAY	5,224.00	0.00	0.00	0.00	0.00	0
001-518-10-2100	FICA EXPENSE	9,828.87	14,570.00	1,123.35	2,133.86	12,436.14	15
001-518-10-2200	RETIREMENT	14,332.63	22,670.00	1,748.87	3,322.07	19,347.93	15
001-518-10-2210	BENEFIT ADMIN FEES	54.00	0.00	0.00	4.50	4.50-	0
001-518-10-2300	LIFE & HEALTH INSURANCE	15,172.20	28,080.00	2,341.92	3,683.84	24,396.16	13
001-518-10-2600	WORKERS COMPENSATION INSURANCE	178.65	200.00	16.03	80.36	119.64	40
001-518-30-3100	PROFESSIONAL SERVICES	375.00	145,320.00	0.00	0.00	145,320.00	0
001-518-30-3400	OTHER CONTRACTUAL SERVICES	988.66	15,160.00	329.33	347.33	14,812.67	2
001-518-30-4000	TRAVEL & PER DIEM	0.00	7,500.00	0.00	0.00	7,500.00	0
001-518-30-4100	TELEPHONE EXPENSE	5,873.59	5,000.00	90.62	234.17	4,765.83	5
001-518-30-4110	IT LICENSING / EQUIPMENT	8,595.85	21,700.00	1,328.93	1,328.93	20,371.07	6
001-518-30-4200	POSTAGE/TRANSPORTATION FEES	8.26	250.00	0.00	0.00	250.00	0
001-518-30-4300	UTILITIES EXPENSE	1,758.96	2,300.00	0.00	0.00	2,300.00	0
001-518-30-4400	RENTAL & LEASING	0.00	500.00	0.00	0.00	500.00	0
001-518-30-4600	REPAIR & MAINTENANCE	75.01	4,000.00	0.00	0.00	4,000.00	0
001-518-30-4900	MISC. EXPENSE & OTHER CURRENT	0.00	8,000.00	0.00	0.00	8,000.00	0
001-518-30-5100	OFFICE SUPPLIES	203.59	900.00	0.00	251.07	648.93	28

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001-518-30-5200	OPERATING SUPPLIES	7,769.60	15,000.00	0.00	61.17	14,938.83	0
001-518-30-5400	SUBSCRIPTIONS/DUES	355.00	2,500.00	0.00	0.00	2,500.00	0
001-518-30-5500	TRAINING	1,552.98	8,000.00	0.00	0.00	8,000.00	0
001-518-30-5550	LICENSING	47,110.77	30,000.00	0.00	0.00	30,000.00	0
001-518-60-6300	CAPITAL IMPROVEMENT-OTHER	13,771.91	0.00	0.00	0.00	0.00	0
001-518-60-6400	CAP. IMPROVEMENTS-MACHINERY/EQUIP	17,215.00	16,000.00	0.00	0.00	16,000.00	0
518 INFORMATION TECHNOLOGY DEPARTMENT		273,698.43	537,980.00	21,663.13	39,340.51	498,639.49	7
001-519-00-0000	HUMAN RESOURCE DEPARTMENT:	0.00	0.00	0.00	0.00	0.00	0
001-519-10-1200	SALARIES	103,762.87	130,420.00	10,096.47	19,666.68	110,753.32	15
001-519-10-1300	OVERTIME	298.61	0.00	0.00	0.00	0.00	0
001-519-10-1500	SICK LEAVE	2,327.18	0.00	472.43	708.58	708.58-	0
001-519-10-1600	VACATION PAY	5,570.61	0.00	0.00	450.00	450.00-	0
001-519-10-1800	HOLIDAY PAY	4,608.81	0.00	0.00	0.00	0.00	0
001-519-10-2100	FICA EXPENSE	8,917.78	9,980.00	808.54	1,593.15	8,386.85	16
001-519-10-2200	RETIREMENT	12,983.32	15,540.00	1,258.76	2,480.30	13,059.70	16
001-519-10-2210	BENEFIT ADMIN FEES	54.00	0.00	0.00	4.50	4.50-	0
001-519-10-2300	LIFE & HEALTH INSURANCE	15,291.36	18,720.00	1,445.24	2,890.48	15,829.52	15
001-519-10-2600	WORKERS COMPENSATION INSURANCE	98.26	110.00	8.82	44.20	65.80	40
001-519-30-3100	PROFESSIONAL SERVICES	1,056.00	60,000.00	25.00	25.00	59,975.00	0
001-519-30-3400	OTHER CONTRACTUAL SERVICES	863.04	6,400.00	349.33	387.33	6,012.67	6
001-519-30-4000	TRAVEL & PER DIEM	3,484.89	4,800.00	0.00	0.00	4,800.00	0
001-519-30-4100	TELEPHONE EXPENSE	5,005.64	4,750.00	129.25	208.93	4,541.07	4
001-519-30-4110	IT LICENSING / EQUIPMENT	19,496.92	20,530.00	6,559.24	17,501.12	3,028.88	85
001-519-30-4150	ADVERTISING/RECRUITING	4,730.00	5,700.00	25.00	100.00	5,600.00	2
001-519-30-4200	POSTAGE/TRANSPORTATION FEES	123.01	500.00	0.00	0.00	500.00	0
001-519-30-4300	UTILITIES EXPENSE	2,073.75	2,300.00	0.00	0.00	2,300.00	0
001-519-30-4400	RENTAL & LEASING	10.40	60.00	0.00	0.00	60.00	0
001-519-30-4600	REPAIR & MAINTENANCE	2,925.88	3,000.00	0.00	276.35	2,723.65	9
001-519-30-4800	EMPLOYEE PROGRAMS	6,724.51	8,000.00	892.31	892.31	7,107.69	11
001-519-30-4900	MISC. EXPENSE & OTHER CURRENT	519.40	1,000.00	6.85	22.85	977.15	2
001-519-30-5100	OFFICE SUPPLIES	1,076.85	2,900.00	20.62	101.21	2,798.79	3
001-519-30-5200	OPERATING SUPPLIES	1,034.38	2,800.00	3.61-	46.81	2,753.19	2
001-519-30-5250	FUEL EXPENSE	533.82	700.00	0.00	0.00	700.00	0
001-519-30-5400	SUBSCRIPTIONS/DUES	1,023.24	1,380.00	0.00	0.00	1,380.00	0
001-519-30-5500	TRAINING	4,574.94	4,850.00	0.00	598.00	4,252.00	12

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001-519-30-5501	STAFF TRAINING PROGRAMS	1,780.05	5,000.00	0.00	0.00	5,000.00	0
	519 HUMAN RESOURCE DEPARTMENT:	210,949.52	309,440.00	22,094.25	47,997.80	261,442.20	16
001-521-00-0000	POLICE DEPARTMENT:	0.00	0.00	0.00	0.00	0.00	0
001-521-10-1200	SALARIES	1,952,135.38	3,539,580.00	175,565.45	385,608.82	3,153,971.18	11
001-521-10-1220	UNIFORM ALLOWANCE	13,980.00	14,820.00	970.00	2,090.00	12,730.00	14
001-521-10-1250	ON CALL	7,050.00	10,400.00	525.00	900.00	9,500.00	9
001-521-10-1260	SHIFT DIFFERENTIAL	14,061.06	20,080.00	865.92	1,941.84	18,138.16	10
001-521-10-1300	OVERTIME	117,487.00	157,000.00	7,070.89	14,774.43	142,225.57	9
001-521-10-1500	SICK LEAVE	72,320.99	0.00	8,996.50	11,396.08	11,396.08-	0
001-521-10-1600	VACATION PAY	101,695.36	0.00	10,471.92	20,528.93	20,528.93-	0
001-521-10-1700	INCENTIVE PAY	20,290.00	56,000.00	1,600.00	3,220.00	52,780.00	6
001-521-10-1800	HOLIDAY PAY	83,822.11	0.00	1,561.06	2,165.03	2,165.03-	0
001-521-10-1820	HOLIDAY PREMIUM	73,753.36	82,000.00	0.00	0.00	82,000.00	0
001-521-10-2100	FICA EXPENSE	188,389.65	295,680.00	15,883.62	33,861.02	261,818.98	11
001-521-10-2200	RETIREMENT	611,549.51	1,103,850.00	53,331.31	114,763.49	989,086.51	10
001-521-10-2210	BENEFIT ADMIN FEES	243.00	0.00	0.00	40.50	40.50-	0
001-521-10-2300	LIFE & HEALTH INSURANCE	317,222.69	547,560.00	28,361.38	57,220.49	490,339.51	10
001-521-10-2500	UNEMPLOYMENT COMP. REIMBURSEMENT	2,817.24	0.00	3,375.64	3,375.64	3,375.64-	0
001-521-10-2600	WORKERS COMPENSATION INSURANCE	58,053.22	65,000.00	5,208.97	26,114.97	38,885.03	40
001-521-30-3100	PROFESSIONAL SERVICES	10,155.99	48,000.00	1,435.00	1,871.12	46,128.88	4
001-521-30-3400	OTHER CONTRACTUAL SERVICES	12,915.35	26,800.00	1,409.66	1,593.66	25,206.34	6
001-521-30-3450	CLOTHING AND UNIFORMS	10,568.31	12,000.00	429.55	970.11	11,029.89	8
001-521-30-3500	INVESTIGATIONS	7,924.44	15,000.00	1,390.00	1,390.00	13,610.00	9
001-521-30-4000	TRAVEL & PER DIEM	4,507.60	9,000.00	568.00	963.13	8,036.87	11
001-521-30-4100	TELEPHONE EXPENSE	63,838.47	80,000.00	3,497.57	4,332.58	75,667.42	5
001-521-30-4110	IT LICENSING / EQUIPMENT	231,419.52	191,600.00	16,656.27	143,788.02	47,811.98	75
001-521-30-4200	POSTAGE/TRANSPORTATION FEES	288.24	3,000.00	0.00	0.00	3,000.00	0
001-521-30-4300	UTILITIES EXPENSE	84,593.03	54,000.00	4,132.08	4,215.26	49,784.74	8
001-521-30-4400	RENTAL & LEASING	2,115.43	10,500.00	149.00	154.99	10,345.01	1
001-521-30-4600	REPAIR & MAINTENANCE	56,611.44	70,000.00	2,393.49	5,819.39	64,180.61	8
001-521-30-4900	MISC. EXPENSE & OTHER CURRENT	876.65-	4,000.00	0.00	0.00	4,000.00	0
001-521-30-4960	BOOT ALLOWANCE	2,127.90	4,600.00	0.00	404.21	4,195.79	9
001-521-30-5100	OFFICE SUPPLIES	773.09	5,000.00	0.00	0.00	5,000.00	0
001-521-30-5200	OPERATING SUPPLIES	55,343.83	83,000.00	4,505.89	6,443.06	76,556.94	8
001-521-30-5250	FUEL EXPENSE	161,988.94	195,000.00	31.53	31.53	194,968.47	0

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001-521-30-5400	SUBSCRIPTIONS/DUES	1,343.48	3,000.00	0.00	0.00	3,000.00	0
001-521-30-5500	TRAINING	30,853.06	40,000.00	2,162.45	8,379.86	31,620.14	21
001-521-60-6300	CAPITAL IMPROVEMENT-OTHER	0.00	320,000.00	0.00	0.00	320,000.00	0
001-521-60-6400	CAP. IMPROVEMENT-MACHINERY	185,188.49	222,840.00	38,664.00	38,664.00	184,176.00	17
001-521-70-7100	2018 POLICE CARS CAP LEASE-PRINCIPAL	57,524.09	0.00	0.00	0.00	0.00	0
001-521-70-7200	2018 POLICE CARS CAP LEASE-INTEREST	4,170.32	0.00	0.00	0.00	0.00	0
521 POLICE DEPARTMENT:		4,618,244.94	7,289,310.00	391,212.15	897,022.16	6,392,287.84	12
001-541-00-0000	PUBLIC WORKS/STREET DEPT.	0.00	0.00	0.00	0.00	0.00	0
001-541-10-1200	SALARIES	786,046.11	1,256,900.00	73,504.19	157,646.59	1,099,253.41	13
001-541-10-1250	ON CALL	3,900.00	3,900.00	300.00	600.00	3,300.00	15
001-541-10-1300	OVERTIME	12,544.80	12,000.00	1,213.10	1,870.69	10,129.31	16
001-541-10-1500	SICK LEAVE	39,374.25	0.00	2,334.21	3,317.00	3,317.00-	0
001-541-10-1600	VACATION PAY	45,392.03	0.00	4,073.90	7,439.65	7,439.65-	0
001-541-10-1800	HOLIDAY PAY	35,068.54	0.00	119.17	216.67	216.67-	0
001-541-10-2100	FICA EXPENSE	70,586.10	97,370.00	6,222.93	13,057.90	84,312.10	13
001-541-10-2200	RETIREMENT	108,496.47	172,760.00	11,999.29	25,290.60	147,469.40	15
001-541-10-2210	BENEFIT ADMIN FEES	27.00	0.00	0.00	0.00	0.00	0
001-541-10-2300	LIFE & HEALTH INSURANCE	137,294.00	234,000.00	14,902.14	26,681.03	207,318.97	11
001-541-10-2500	UNEMPLOYMENT COMPENSATION	0.00	2,000.00	0.00	0.00	2,000.00	0
001-541-10-2600	WORKERS COMPENSATION INSURANCE	17,862.46	20,000.00	1,602.76	8,035.38	11,964.62	40
001-541-30-3100	PROFESSIONAL SERVICES	89,981.55	198,000.00	25.00	7,025.00	190,975.00	4
001-541-30-3400	OTHER CONTRACTUAL SERVICES	100,675.83	378,100.00	1,030.24	28,099.24	350,000.76	7
001-541-30-3440	RIGHT-OF-WAY MAINTENANCE	108,099.00	265,000.00	0.00	0.00	265,000.00	0
001-541-30-3450	CLOTHING AND UNIFORMS	8,393.87	8,000.00	466.80	1,040.34	6,959.66	13
001-541-30-4000	TRAVEL & PER DIEM	591.73	5,500.00	0.00	4.92	5,495.08	0
001-541-30-4100	TELEPHONE EXPENSE	17,623.27	24,600.00	540.16	1,274.33	23,325.67	5
001-541-30-4110	IT LICENSING / EQUIPMENT	29,537.40	80,400.00	6,407.06	6,989.95	73,410.05	9
001-541-30-4200	POSTAGE/TRANSPORTATION FEES	49.14	100.00	0.00	29.61	70.39	30
001-541-30-4300	UTILITIES EXPENSE	23,530.44	23,200.00	1,025.40	1,025.40	22,174.60	4
001-541-30-4350	VILLAGES STREET LIGHTING	423,325.91	470,000.00	36,196.41	36,196.41	433,803.59	8
001-541-30-4400	RENTAL & LEASING	1,685.87	7,575.00	0.00	154.99	7,420.01	2
001-541-30-4600	REPAIR & MAINTENANCE	32,147.82	51,200.00	297.55	1,721.29	49,478.71	3
001-541-30-4601	REPAIR & MAINTENANCE - BUILDINGS	11,562.67	25,000.00	0.00	0.00	25,000.00	0
001-541-30-4900	MISC. EXPENSE & OTHER CURRENT	18.92	3,000.00	0.00	0.00	3,000.00	0
001-541-30-4940	LANDFILL DISPOSAL FEES	2,446.05	5,000.00	77.40	489.07	4,510.93	10

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001-541-30-4960	BOOT ALLOWANCE	2,493.28	4,025.00	0.00	1,326.84	2,698.16	33
001-541-30-5100	OFFICE SUPPLIES	2,389.14	3,000.00	121.34	274.16	2,725.84	9
001-541-30-5200	OPERATING SUPPLIES	59,736.59	70,000.00	925.02	11,536.40	58,463.60	16
001-541-30-5250	FUEL EXPENSE	38,832.19	45,000.00	0.00	0.00	45,000.00	0
001-541-30-5400	SUBSCRIPTIONS/DUES	1,349.87	9,225.00	145.00	1,083.00	8,142.00	12
001-541-30-5500	TRAINING	13,759.37	19,080.00	149.00	1,317.00	17,763.00	7
001-541-60-6115	CITY HALL / ANNEX REHAB	60,663.05	50,000.00	398.61	412.17	49,587.83	1
001-541-60-6210	PUBLIC WORKS BUILDING	0.00	9,700.00	6,308.00	6,308.00	3,392.00	65
001-541-60-6400	CAP. IMPROVEMENT-MACHINERY	106,377.50	202,000.00	0.00	75,482.00	126,518.00	37
001-541-60-6681	PRINCIPAL-EQUIPMENT LEASE	46,316.72	28,200.00	0.00	28,171.17	28.83	100
001-541-60-6691	INTEREST-EQUIPMENT LEASE	4,091.49	2,165.00	0.00	2,160.33	4.67	100
541 PUBLIC WORKS/STREET DEPT.		2,442,270.43	3,786,000.00	170,384.68	456,277.13	3,329,722.87	12
001-549-00-0000	FLEET MAINTENANCE DEPT:	0.00	0.00	0.00	0.00	0.00	0
001-549-10-1200	SALARIES	160,093.51	245,440.00	16,386.18	32,231.54	213,208.46	13
001-549-10-1210	SPECIAL PAY	0.00	1,500.00	0.00	0.00	1,500.00	0
001-549-10-1500	SICK LEAVE	3,984.32	0.00	140.00	213.01	213.01-	0
001-549-10-1600	VACATION PAY	12,787.72	0.00	1,730.37	2,821.37	2,821.37-	0
001-549-10-1800	HOLIDAY PAY	7,001.01	0.00	318.07	318.07	318.07-	0
001-549-10-2100	FICA EXPENSE	14,065.54	18,900.00	1,420.98	2,722.20	16,177.80	14
001-549-10-2200	RETIREMENT	20,478.95	29,420.00	2,212.24	4,238.06	25,181.94	14
001-549-10-2300	LIFE & HEALTH INSURANCE	30,260.16	46,800.00	2,876.64	5,753.28	41,046.72	12
001-549-10-2600	WORKERS COMPENSATION INSURANCE	6,966.43	7,800.00	625.08	3,133.81	4,666.19	40
001-549-30-3100	PROFESSIONAL SERVICES	0.00	500.00	25.00	25.00	475.00	5
001-549-30-3400	OTHER CONTRACTUAL SERVICES	220.00	2,800.00	0.00	20.00	2,780.00	1
001-549-30-3450	CLOTHING AND UNIFORMS	2,338.53	3,500.00	99.76	275.99	3,224.01	8
001-549-30-4000	TRAVEL & PER DIEM	70.90	100.00	0.00	0.00	100.00	0
001-549-30-4100	TELEPHONE EXPENSE	2,354.52	3,500.00	174.30	335.49	3,164.51	10
001-549-30-4110	IT LICENSING / EQUIPMENT	15,463.45	31,500.00	2,011.72	3,679.72	27,820.28	12
001-549-30-4200	POSTAGE/TRANSPORTATION FEES	0.00	100.00	0.00	0.00	100.00	0
001-549-30-4300	UTILITIES EXPENSE	4,388.52	5,000.00	385.84	385.84	4,614.16	8
001-549-30-4400	RENTAL & LEASING	1,580.89	2,500.00	231.32	268.51	2,231.49	11
001-549-30-4600	REPAIR & MAINTENANCE	2,896.45	5,000.00	0.00	42.89	4,957.11	1
001-549-30-4900	MISC. EXPENSE & OTHER CURRENT	0.00	100.00	0.00	0.00	100.00	0
001-549-30-4960	BOOT ALLOWANCE	235.37	700.00	0.00	0.00	700.00	0
001-549-30-5100	OFFICE SUPPLIES	645.01	1,500.00	0.00	0.00	1,500.00	0

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001-549-30-5200	OPERATING SUPPLIES	25,687.12	35,000.00	1,407.97	3,326.82	31,673.18	10
001-549-30-5250	FUEL EXPENSE	3,990.54	3,500.00	0.00	0.00	3,500.00	0
001-549-30-5400	SUBSCRIPTIONS/DUES	1,069.99	500.00	0.00	0.00	500.00	0
001-549-30-5500	TRAINING	400.00	2,500.00	0.00	299.00	2,201.00	12
001-549-60-6400	CAP. IMPROVEMENTS-MACHINERY/EQUIP	23,626.15	85,900.00	8,356.99	17,580.83	68,319.17	20
549 FLEET MAINTENANCE DEPT:		340,605.08	534,060.00	38,402.46	77,671.43	456,388.57	15
001-572-00-0000	PARKS & RECREATION:	0.00	0.00	0.00	0.00	0.00	0
001-572-10-1200	SALARIES	427,018.66	675,650.00	41,678.20	79,683.17	595,966.83	12
001-572-10-1250	ON CALL	3,900.00	3,500.00	300.00	600.00	2,900.00	17
001-572-10-1300	OVERTIME	11,767.52	2,000.00	1,822.61	2,282.57	282.57-	114
001-572-10-1500	SICK LEAVE	15,073.16	0.00	1,159.53	2,109.89	2,109.89-	0
001-572-10-1600	VACATION PAY	21,229.69	0.00	1,695.79	3,779.77	3,779.77-	0
001-572-10-1800	HOLIDAY PAY	16,704.26	0.00	174.26	290.21	290.21-	0
001-572-10-1820	HOLIDAY PREMIUM	166.00	0.00	0.00	0.00	0.00	0
001-572-10-2100	FICA EXPENSE	37,933.68	52,110.00	3,582.57	6,789.12	45,320.88	13
001-572-10-2200	RETIREMENT	52,865.36	81,130.00	5,577.51	10,569.64	70,560.36	13
001-572-10-2300	LIFE & HEALTH INSURANCE	78,852.42	131,040.00	10,383.28	18,766.56	112,273.44	14
001-572-10-2500	UNEMPLOYMENT COMPENSATION	37.41	0.00	0.00	0.00	0.00	0
001-572-10-2600	WORKERS COMPENSATION INSURANCE	5,358.78	6,000.00	480.83	2,410.62	3,589.38	40
001-572-30-3100	PROFESSIONAL SERVICES	20,650.50	14,000.00	350.00	499.85	13,500.15	4
001-572-30-3400	OTHER CONTRACTUAL SERVICES	96,812.20	131,900.00	24,070.00	35,604.08	96,295.92	27
001-572-30-3450	CLOTHING AND UNIFORMS	3,842.07	7,550.00	0.00	0.00	7,550.00	0
001-572-30-4000	TRAVEL & PER DIEM	985.97	3,900.00	0.00	0.00	3,900.00	0
001-572-30-4100	TELEPHONE EXPENSE	19,695.91	18,000.00	361.06	805.34	17,194.66	4
001-572-30-4110	IT LICENSING / EQUIPMENT	28,329.62	34,800.00	5,664.21	5,948.63	28,851.37	17
001-572-30-4150	ADVERTISING AND PROMOTIONS	23,045.57	14,000.00	0.00	1,665.00	12,335.00	12
001-572-30-4200	POSTAGE/TRANSPORTATION FEES	27.85	200.00	0.00	0.00	200.00	0
001-572-30-4300	UTILITIES EXPENSE	15,985.07	25,100.00	1,200.13	1,200.13	23,899.87	5
001-572-30-4400	RENTAL & LEASING	4,148.21	6,900.00	382.96	491.92	6,408.08	7
001-572-30-4600	REPAIR & MAINTENANCE	38,063.27	123,620.00	136.85	1,394.23	122,225.77	1
001-572-30-4601	REPAIR & MAINTENANCE - BUILDINGS	2,955.18	38,500.00	0.00	0.00	38,500.00	0
001-572-30-4610	BAKER HOUSE MAINTENANCE	2,506.91	10,000.00	263.47	288.38	9,711.62	3
001-572-30-4620	BAKER HOUSE OPERATIONS-OTHER MISC.	6,702.16	7,070.00	27.82	2,625.67	4,444.33	37
001-572-30-4630	BAKER HOUSE SPECIAL EVENTS	7,474.65	10,000.00	269.54	2,276.43	7,723.57	23
001-572-30-4900	MISC. EXPENSE & OTHER CURRENT	777.87	5,000.00	0.00	0.00	5,000.00	0

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001-572-30-4910	SPECIAL EVENTS	123,526.80	118,500.00	4,163.41	10,594.25	107,905.75	9
001-572-30-4915	PROGRAMS, ACTIVITIES & LEAGUES	76,459.67	110,100.00	7,716.52	7,895.34	102,204.66	7
001-572-30-4920	SUMMER RECREATION PROGRAM	15,547.80	42,500.00	0.00	0.00	42,500.00	0
001-572-30-4960	BOOT ALLOWANCE	1,122.58	1,575.00	146.93	146.93	1,428.07	9
001-572-30-5100	OFFICE SUPPLIES	2,015.73	2,000.00	172.76	309.39	1,690.61	15
001-572-30-5200	OPERATING SUPPLIES	71,356.54	95,600.00	0.00	19,493.81	76,106.19	20
001-572-30-5250	FUEL EXPENSE	25,357.37	30,000.00	0.00	0.00	30,000.00	0
001-572-30-5280	LANDSCAPING	18,306.97	30,000.00	863.40	2,577.66	27,422.34	9
001-572-30-5400	SUBSCRIPTIONS/DUES	410.10	2,610.00	0.00	0.00	2,610.00	0
001-572-30-5500	TRAINING	4,105.00	10,600.00	0.00	0.00	10,600.00	0
001-572-60-6200	CAP. IMPROVEMENT-BUILDINGS	0.00	39,100.00	0.00	0.00	39,100.00	0
001-572-60-6300	CAPITAL IMPROVEMENT-OTHER	18,647.65	25,000.00	0.00	0.00	25,000.00	0
001-572-60-6351	MLK PARK PROJECT	290,512.33	0.00	0.00	0.00	0.00	0
001-572-60-6400	CAP. IMPROVEMENT-MACHINERY	75,786.00	40,000.00	0.00	0.00	40,000.00	0
572 PARKS & RECREATION:		1,666,064.49	1,949,555.00	112,643.64	221,098.59	1,728,456.41	11
001-575-00-0000	COMMUNITY CENTER:	0.00	0.00	0.00	0.00	0.00	0
001-575-10-1200	SALARIES	11,311.43	87,450.00	2,085.72	3,798.99	83,651.01	4
001-575-10-1300	OVERTIME	55.69	0.00	0.00	0.00	0.00	0
001-575-10-2100	FICA EXPENSE	869.65	6,690.00	159.56	290.62	6,399.38	4
001-575-10-2200	RETIREMENT	1,318.13	10,420.00	248.42	452.48	9,967.52	4
001-575-10-2300	LIFE & HEALTH INSURANCE	0.00	200.00	0.00	4.75	195.25	2
001-575-30-3100	PROFESSIONAL SERVICES	849.85	3,000.00	0.00	0.00	3,000.00	0
001-575-30-3400	OTHER CONTRACTUAL SERVICES	1,134.70	8,440.00	35.00	120.00	8,320.00	1
001-575-30-3450	CLOTHING AND UNIFORMS	220.48	1,200.00	0.00	0.00	1,200.00	0
001-575-30-4100	TELEPHONE EXPENSE	2,835.02	6,680.00	0.00	177.82	6,502.18	3
001-575-30-4200	POSTAGE/TRANSPORTATION FEES	5.83	250.00	0.00	0.00	250.00	0
001-575-30-4300	UTILITIES EXPENSE	45,205.90	24,800.00	4,002.77	4,002.77	20,797.23	16
001-575-30-4400	RENTAL & LEASING	1,912.19	2,600.00	97.05	152.80	2,447.20	6
001-575-30-4600	REPAIR & MAINTENANCE	11,979.48	30,000.00	483.64	483.64	29,516.36	2
001-575-30-5100	OFFICE SUPPLIES	425.01	1,000.00	0.00	59.87	940.13	6
001-575-30-5200	OPERATING SUPPLIES	7,528.12	15,000.00	439.57	843.66	14,156.34	6
001-575-30-5400	SUBSCRIPTIONS/DUES	100.00	0.00	0.00	0.00	0.00	0
575 COMMUNITY CENTER:		85,751.48	197,730.00	7,551.73	10,387.40	187,342.60	5

CITY OF WILDWOOD
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Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
001-580-90-0000	CONTINGENCY	0.00	0.00	0.00	0.00	0.00	0
001-580-90-9901	CONTINGENCY RESERVE-GEN FUND	0.00	4,354,650.00	0.00	0.00	4,354,650.00	0
001-581-00-1040	TRANSFER TO EXPANDED CRA	185,870.00	197,730.00	0.00	0.00	197,730.00	0
001-581-90-3010	TRANSFER TO CAPITAL PROJECT FUND	18,650,000.00	8,000,000.00	0.00	0.00	8,000,000.00	0
581 Total		18,835,870.00	8,197,730.00	0.00	0.00	8,197,730.00	0
001 GENERAL FUND Expend Total		31,899,328.74	31,472,790.00	1,109,322.63	2,485,831.57	28,986,958.43	8

001 GENERAL FUND

	Prior	Current	YTD
Revenues:	22,500,795.12	245,748.70	1,430,838.01
Expended:	31,899,328.74	1,109,322.63	2,485,831.57
Net Income:	9,398,533.62-	863,573.93-	1,054,993.56-

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Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Excess/Deficit	% Real
101-361-1350	INTEREST EARNED	521.29	200.00	0.00	0.00	200.00-	0
101-364-1000	CEMETERY LOT SALES	2,100.00	2,100.00	0.00	0.00	2,100.00-	0
101-366-1350	CONTRIBUTIONS/DUES	2,430.00	2,000.00	20.00	280.00	1,720.00-	14
101-366-1360	GRAVE OPENING PERMITS	600.00	600.00	0.00	0.00	600.00-	0
101-369-0000	OTHER MISCELLANEOUS REVENUE	0.00	100.00	0.00	0.00	100.00-	0
101-389-5000	NON-OPER/ CEMETERY RESERVES FORWARD	0.00	57,400.00	0.00	0.00	57,400.00-	0
101 CEMETERY FUND Revenue Total		5,651.29	62,400.00	20.00	280.00	62,120.00-	0

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
101-569-00-0000	GREENWOOD CEMETERY:	0.00	0.00	0.00	0.00	0.00	0
101-569-30-3100	PROFESSIONAL SERVICES	0.00	8,450.00	0.00	0.00	8,450.00	0
101-569-30-4600	REPAIR & MAINTENANCE	0.00	500.00	0.00	0.00	500.00	0
101-569-30-4900	MISC. EXPENSE & OTHER CURRENT	61.37	200.00	0.00	0.00	200.00	0
569 GREENWOOD CEMETERY:		61.37	9,150.00	0.00	0.00	9,150.00	0
101-580-90-9999	CONTINGENCY	0.00	53,150.00	0.00	0.00	53,150.00	0
101 CEMETERY FUND Expend Total		61.37	62,300.00	0.00	0.00	62,300.00	0

101 CEMETERY FUND

	Prior	Current	YTD
Revenues:	5,651.29	20.00	280.00
Expended:	61.37	0.00	0.00
Net Income:	5,589.92	20.00	280.00

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Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Excess/Deficit	% Real
104-361-0000	INTEREST	8,461.61	0.00	0.00	0.00	0.00	0
104-369-9000	TAX INCREMENT FINANCING - SUM CTY	369,830.00	368,670.00	0.00	0.00	368,670.00-	0
104-382-0010	TRANSFER FROM GENERAL	185,870.00	197,730.00	0.00	0.00	197,730.00-	0
104-389-5006	CASH FORWARD - CRA DISTRICT	0.00	1,007,900.00	0.00	0.00	1,007,900.00-	0
104 COMMUNITY REDEVELOPMENT Revenue Tota		564,161.61	1,574,300.00	0.00	0.00	1,574,300.00-	0
Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
104-550-00-0000	COMM REDEVELOPMENT DEPT.:	0.00	0.00	0.00	0.00	0.00	0
104-550-10-1200	SALARIES	31,654.31	42,210.00	2,987.70	5,995.10	36,214.90	14
104-550-10-1500	SICK LEAVE	599.30	0.00	193.83	418.17	418.17-	0
104-550-10-1600	VACATION PAY	2,697.94	0.00	81.58	81.58	81.58-	0
104-550-10-1800	HOLIDAY PAY	1,265.58	0.00	0.00	0.00	0.00	0
104-550-10-2100	FICA EXPENSE	2,770.52	3,230.00	249.64	496.87	2,733.13	15
104-550-10-2200	RETIREMENT	4,330.56	5,030.00	1,030.16	2,050.43	2,979.57	41
104-550-10-2300	LIFE & HEALTH INSURANCE	3,524.49	3,600.00	293.74	587.48	3,012.52	16
104-550-30-3100	PROFESSIONAL SERVICES	6,875.00	135,000.00	0.00	0.00	135,000.00	0
104-550-30-4000	TRAVEL & PER DIEM	0.00	1,500.00	0.00	0.00	1,500.00	0
104-550-30-5400	SUBSCRIPTIONS/DUES	175.00	175.00	0.00	0.00	175.00	0
104-550-30-5500	TRAINING	0.00	4,000.00	0.00	0.00	4,000.00	0
104-550-60-6330	FACADE IMPROVEMENT GRANT	0.00	80,000.00	0.00	0.00	80,000.00	0
104-550-70-7303	DEMOLITIONS	0.00	20,000.00	0.00	0.00	20,000.00	0
104-550-70-7307	MISC. OTHER PROJECTS	67,403.62	0.00	0.00	0.00	0.00	0
104-550-70-7308	DOWNTOWN PARKING IMPROVEMENTS	149,651.45	50,000.00	0.00	0.00	50,000.00	0
550 COMM REDEVELOPMENT DEPT.:		270,947.77	344,745.00	4,836.65	9,629.63	335,115.37	3
104-580-90-9904	CONTINGENCY - CRA DISTRICT	0.00	1,229,555.00	0.00	0.00	1,229,555.00	0
104 COMMUNITY REDEVELOPMENT Expend Total		270,947.77	1,574,300.00	4,836.65	9,629.63	1,564,670.37	1

104 COMMUNITY REDEVELOPMENT

	Prior	Current	YTD
Revenues:	564,161.61	0.00	0.00
Expended:	270,947.77	4,836.65	9,629.63
Net Income:	293,213.84	4,836.65-	9,629.63-

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
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Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Excess/Deficit	% Real
105-361-0000	INTEREST	162.35	100.00	0.00	0.00	100.00-	0
105-369-0058	DONATIONS	14,697.00	15,000.00	0.00	1,600.00	13,400.00-	11
105-389-5010	CASH FORWARD - BAKER HOUSE	0.00	27,400.00	0.00	0.00	27,400.00-	0
105 BAKER HOUSE Revenue Total		14,859.35	42,500.00	0.00	1,600.00	40,900.00-	4

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
105-576-00-0000	BAKER HOUSE DEPARTMENT:	0.00	0.00	0.00	0.00	0.00	0
105-576-30-4620	BAKER HOUSE OPERATIONS	103.38	30,000.00	0.00	0.00	30,000.00	0
105-580-90-9910	CONTINGENCY - BAKER HOUSE	0.00	12,500.00	0.00	0.00	12,500.00	0
105 BAKER HOUSE Expend Total		103.38	42,500.00	0.00	0.00	42,500.00	0

105 BAKER HOUSE		Prior	Current	YTD
Revenues:	14,859.35	0.00	1,600.00	
Expended:	103.38	0.00	0.00	
Net Income:	14,755.97	0.00	1,600.00	

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Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Excess/Deficit	% Real
106-589-5010	CARRY FORWARD - HISTORICAL FUND	0.00	45.00	0.00	0.00	45.00-	0
	106 WILDWOOD AREA HISTORICA Revenue Tota	0.00	45.00	0.00	0.00	45.00-	0
Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
106-577-00-0000	WILDWOOD AREA HISTORICAL ASSN	0.00	0.00	0.00	0.00	0.00	0
106-580-90-9911	CONTINGENCY - HISTORICAL ACCT	0.00	45.00	0.00	0.00	45.00	0
	106 WILDWOOD AREA HISTORICA Expend Total	0.00	45.00	0.00	0.00	45.00	0

106 WILDWOOD AREA HISTORICAL ASSOCIATION	Prior	Current	YTD
Revenues:	0.00	0.00	0.00
Expended:	0.00	0.00	0.00
Net Income:	0.00	0.00	0.00

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Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Excess/Deficit	% Real
107-341-3004	RECREATION IMPACT FEES	241,018.02	225,000.00	0.00	4,304.22	220,695.78-	2
107-361-0000	INTEREST	2,318.59	0.00	0.00	0.00	0.00	0
107-389-5004	CASH FORWARD - P & R IMPACT FEE	0.00	275,000.00	0.00	0.00	275,000.00-	0
107 RECREATION IMPACT FEES Revenue Total		243,336.61	500,000.00	0.00	4,304.22	495,695.78-	1

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
107-572-00-0000	RECREATION IMPACT FEES:	0.00	0.00	0.00	0.00	0.00	0
107-572-30-4900	MISC. EXPENSE & OTHER CURRENT	4.80	0.00	0.00	0.00	0.00	0
107-580-90-9903	CONTINGENCY - P&R IMPACT FEES	0.00	500,000.00	0.00	0.00	500,000.00	0
107 RECREATION IMPACT FEES Expend Total		4.80	500,000.00	0.00	0.00	500,000.00	0

107 RECREATION IMPACT FEES		Prior	Current	YTD
Revenues:	243,336.61	0.00	4,304.22	
Expended:	4.80	0.00	0.00	
Net Income:	243,331.81	0.00	4,304.22	

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Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Excess/Deficit	% Real
108-341-3001	LAW ENFORCEMENT IMPACT FEES	1,416,256.93	1,100,000.00	45,055.72	53,202.52	1,046,797.48-	5
108-361-0000	INTEREST	153.73	0.00	0.00	14.90	14.90	0
108-389-5002	CASH FORWARD - POLICE IMPACT FEE	0.00	1,540,500.00	0.00	0.00	1,540,500.00-	0
108 LAW ENFORCEMENT IMPACT Revenue Total		1,416,410.66	2,640,500.00	45,055.72	53,217.42	2,587,282.58-	2

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
108-521-00-0000	LAW ENFORCEMENT IMPACT FEES:	0.00	0.00	0.00	0.00	0.00	0
108-521-30-4900	MISC. EXPENSE & OTHER CURRENT	389.02	0.00	0.00	33.32	33.32-	0
108-521-60-6400	CAP. IMPROVEMENT- MACHINERY & EQUIPMENT	215,588.32	710,400.00	0.00	0.00	710,400.00	0
108-521-70-9105	TRANSFER TO GENERAL FUND - LOAN PAYMENT	412,800.00	412,800.00	0.00	0.00	412,800.00	0
521 LAW ENFORCEMENT IMPACT FEES:		628,777.34	1,123,200.00	0.00	33.32	1,123,166.68	0
108-580-90-9902	CONTINGENCY -LAW ENFORCEMENT IMPACT FEES	0.00	1,517,300.00	0.00	0.00	1,517,300.00	0
108 LAW ENFORCEMENT IMPACT Expend Total		628,777.34	2,640,500.00	0.00	33.32	2,640,466.68	0

108 LAW ENFORCEMENT IMPACT FEES		Prior	Current	YTD
Revenues:	1,416,410.66	45,055.72	53,217.42	
Expended:	628,777.34	0.00	33.32	
Net Income:	787,633.32	45,055.72	53,184.10	

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YEAR TO DATE REVENUE-EXPENDITURE REPORT
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Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Excess/Deficit	% Real
301-361-0000	INTEREST	77,499.22	100.00	0.00	0.00	100.00-	0
301-382-0010	TRANSFER FROM GENERAL FUND	18,650,000.00	8,000,000.00	0.00	0.00	8,000,000.00-	0
301-389-5000	NON-OPERATIONAL CASH FORWARD-CAP.IMPR	0.00	13,357,100.00	0.00	0.00	13,357,100.00-	0
	301 CAPITAL IMPROVEMENT FUN Revenue Tota	18,727,499.22	21,357,200.00	0.00	0.00	21,357,200.00-	0
Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
301-500-00-0000	CAPITAL IMPROVEMENT FUND	0.00	0.00	0.00	0.00	0.00	0
301-513-60-6201	CITY HALL HVAC PROJECT	349,579.75	0.00	0.00	0.00	0.00	0
301-516-60-6301	DOWNTOWN MASTER PLAN PROJECTS	53,856.05	125,000.00	0.00	0.00	125,000.00	0
301-516-60-6302	CITY PARKING FACILITIES REHAB	14,406.65	0.00	0.00	0.00	0.00	0
301-516-60-6303	CITY SIGN AT TRAILWINDS	171,231.00	0.00	0.00	0.00	0.00	0
	516 Total	239,493.70	125,000.00	0.00	0.00	125,000.00	0
301-521-60-6301	POLICE DEPARTMENT HQ MONUMENT SIGN	0.00	50,000.00	0.00	0.00	50,000.00	0
301-541-60-6101	DRAINAGE PROJECT LAND ACQUISITION	2,547.17	0.00	0.00	0.00	0.00	0
301-541-60-6201	PW BUILDING METAL ROOF REHAB	98,082.26	0.00	0.00	0.00	0.00	0
301-541-60-6202	MUNICIPAL SERVICES COMPLEX PROJECT	3,380,639.42	0.00	1,175.42	1,713.27	1,713.27-	0
301-541-60-6203	PW POLE BARN	0.00	111,000.00	0.00	0.00	111,000.00	0
301-541-60-6204	PW BUILDING HVAC UPGRADES	0.00	80,000.00	0.00	0.00	80,000.00	0
301-541-60-6205	MSC HVAC UPGRADES	0.00	40,000.00	0.00	454.60	39,545.40	1
301-541-60-6301	PLEASANTDALE REHAB	24,025.00	1,300,000.00	0.00	0.00	1,300,000.00	0
301-541-60-6302	BARWICK REHAB	99,665.90	280,000.00	0.00	0.00	280,000.00	0
301-541-60-6303	OAK GROVE VILLAGE DRAINAGE IMPROVEMENTS	6,000.00	900,000.00	0.00	0.00	900,000.00	0
301-541-60-6304	PW PARKING FACILITIES REHAB	19,773.35	0.00	0.00	0.00	0.00	0
301-541-60-6305	PAVEMENT PRESERVATION PLAN	635,922.82	1,000,000.00	0.00	0.00	1,000,000.00	0
301-541-60-6306	CLAY DRAIN ROAD DESIGN	178,179.00	375,000.00	0.00	0.00	375,000.00	0
301-541-60-6307	JACKSON ST IMPROVEMENTS	0.00	200,000.00	0.00	0.00	200,000.00	0
301-541-60-6308	HUEY ST IMPROVEMENTS	0.00	280,000.00	0.00	0.00	280,000.00	0
301-541-60-6309	ST CLAIR STREET IMPROVEMENTS	0.00	200,000.00	0.00	0.00	200,000.00	0
	541 Total	4,444,834.92	4,766,000.00	1,175.42	2,167.87	4,763,832.13	0
301-572-60-6201	MLK PARK CONCESSION STAND/RESTROOMS	21,973.94	125,000.00	0.00	0.00	125,000.00	0

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Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
301-572-60-6202	BAKER HOUSE RESTROOMS	138,625.64	0.00	90.00	90.00	90.00-	0
301-572-60-6203	LAKE DEATON RESTROOMS	109,499.41	0.00	0.00	0.00	0.00	0
301-572-60-6204	MILLENNIUM PARK STORAGE BARN	7,069.50	0.00	0.00	0.00	0.00	0
301-572-60-6205	RECREATION CENTER AT MLK PARK	0.00	150,000.00	0.00	0.00	150,000.00	0
301-572-60-6206	OXFORD PARK BATHROOMS	0.00	115,000.00	0.00	0.00	115,000.00	0
301-572-60-6207	OUTREACH CENTER RE-ROOF	0.00	45,000.00	0.00	0.00	45,000.00	0
301-572-60-6301	LAKE DEATON PARKING FACILITIES REHAB	10,213.15	0.00	0.00	0.00	0.00	0
301-572-60-6302	MILLENNIUM PARK IMPROVEMENTS	189,928.98	3,500,000.00	0.00	0.00	3,500,000.00	0
301-572-60-6303	MLK PARK BASKETBALL COURT REHAB	0.00	112,000.00	0.00	0.00	112,000.00	0
301-572-60-6304	LAKE DEATON PIER IMPROVEMENTS	0.00	132,000.00	21.80	24.40	131,975.60	0
301-572-60-6305	CITY HALL COURTYARD REHAB	0.00	100,000.00	0.00	7,410.00	92,590.00	7
572 Total		477,310.62	4,279,000.00	111.80	7,524.40	4,271,475.60	0
301-575-60-6201	COMMUNITY CENTER HVAC UPGRADES	0.00	400,000.00	0.00	0.00	400,000.00	0
301-575-60-6301	COMMUNITY CENTER PARKING REHAB	21,834.35	0.00	0.00	0.00	0.00	0
575 Total		21,834.35	400,000.00	0.00	0.00	400,000.00	0
301-580-90-9901	CONTINGENCY-CAP.IMPROVEMENT FUND	0.00	11,737,200.00	0.00	0.00	11,737,200.00	0
301 CAPITAL IMPROVEMENT FUN Expend Total		5,533,053.34	21,357,200.00	1,287.22	9,692.27	21,347,507.73	0

301 CAPITAL IMPROVEMENT FUND

	Prior	Current	YTD
Revenues:	18,727,499.22	0.00	0.00
Expended:	5,533,053.34	1,287.22	9,692.27
Net Income:	13,194,445.88	1,287.22-	9,692.27-

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Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Excess/Deficit	% Real
401-343-3100	WATER SALES-OPERATING INCOME	3,062,059.58	3,210,000.00	0.00	310,000.89	2,899,999.11-	10
401-343-3500	WATER- METER INSTALLATIONS	140,063.34	100,000.00	0.00	5,345.94	94,654.06-	5
401-343-3510	WATER- OTHER (ON/OFF FEES)	37,125.00	30,000.00	0.00	4,655.00	25,345.00-	16
401-343-3520	WATER INCOME-OTHER	14,233.66	10,000.00	0.00	922.07	9,077.93-	9
401-343-3550	WATER UTILITY TAX	273.60-	0.00	0.00	11,117.89	11,117.89	0
401-343-4151	RE-ROUTE FEE	28.75-	0.00	0.00	0.00	0.00	0
401-343-5100	SEWER OPERATING INCOME-BILLINGS	4,613,208.73	4,710,000.00	0.00	474,852.15	4,235,147.85-	10
401-343-5510	SEWER OTHER MISC	0.00	12,000.00	0.00	0.00	12,000.00-	0
401-343-5511	LAND LEASE-TURTLE MOUNT(TOWER)	15,795.50	15,000.00	1,322.50	2,645.00	12,355.00-	18
401-343-5520	TSS/COD WASTEWATER FEES	783,061.15	800,000.00	0.00	61,142.42	738,857.58-	8
401-343-6100	REUSE WATER OPERATIONS	83,007.95	100,000.00	0.00	40.80	99,959.20-	0
401-361-0000	INTEREST EARNINGS	87,671.83	5,000.00	0.00	11.46	4,988.54-	0
401-389-5000	Non-Operational-Cash Forward- W/S	0.00	9,170,000.00	0.00	0.00	9,170,000.00-	0
	401 UTILITY FUND Revenue Total	8,835,924.39	18,162,000.00	1,322.50	870,733.62	17,291,266.38-	5

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
401-530-00-0000	PHYSICAL ENVIRONMENT/ADMIN:	0.00	0.00	0.00	0.00	0.00	0
401-530-10-1200	SALARIES	126,645.91	162,800.00	12,055.67	22,764.31	140,035.69	14
401-530-10-1300	OVERTIME	0.00	1,000.00	0.00	0.00	1,000.00	0
401-530-10-1500	SICK LEAVE	6,659.06	0.00	521.68	774.08	774.08-	0
401-530-10-1600	VACATION PAY	7,634.30	0.00	813.48	1,918.38	1,918.38-	0
401-530-10-1800	HOLIDAY PAY	5,638.77	0.00	123.03	123.03	123.03-	0
401-530-10-2100	FICA EXPENSE	11,193.42	12,540.00	1,032.30	1,953.82	10,586.18	16
401-530-10-2200	RETIREMENT	16,319.60	19,350.00	1,609.52	3,046.58	16,303.42	16
401-530-10-2210	BENEFIT ADMIN FEES	54.00	0.00	0.00	4.50	4.50-	0
401-530-10-2300	LIFE & HEALTH INSURANCE	30,150.00	37,440.00	3,756.04	6,512.08	30,927.92	17
401-530-10-2500	UNEMPLOYMENT COMPENSATION	0.00	1,500.00	0.00	0.00	1,500.00	0
401-530-10-2600	WORKERS COMPENSATION INSURANCE	893.14	1,000.00	80.13	401.76	598.24	40
401-530-30-3100	PROFESSIONAL SERVICES	772.50	4,125.00	0.00	0.00	4,125.00	0
401-530-30-3200	ACCOUNTING & AUDITING FEES	18,500.00	19,250.00	0.00	0.00	19,250.00	0
401-530-30-3400	OTHER CONTRACTUAL SERVICES	14,475.67	32,410.00	1,049.17	2,631.84	29,778.16	8
401-530-30-4000	TRAVEL & PER DIEM	0.00	1,000.00	0.00	0.00	1,000.00	0
401-530-30-4100	TELEPHONE EXPENSE	4,717.93	5,250.00	16.83	186.48	5,063.52	4
401-530-30-4110	IT LICENSING / EQUIPMENT	17,010.09	25,300.00	1,672.37	9,029.62	16,270.38	36
401-530-30-4200	POSTAGE/TRANSPORTATION FEES	26,540.89	33,000.00	0.00	0.00	33,000.00	0
401-530-30-4300	UTILITIES EXPENSE	17,714.36	25,000.00	0.00	1,449.15	23,550.85	6

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Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
401-530-30-4400	RENTAL & LEASING	2,995.44	1,000.00	201.64	371.18	628.82	37
401-530-30-4500	GENERAL INSURANCE	145,449.13	170,000.00	184,869.50	184,869.50	14,869.50-	109
401-530-30-4600	REPAIR & MAINTENANCE	9,145.94	21,000.00	371.86	371.86	20,628.14	2
401-530-30-4900	MISC. EXPENSE & OTHER CURRENT	16,173.73	14,500.00	0.00	755.24	13,744.76	5
401-530-30-5100	OFFICE SUPPLIES	887.68	2,000.00	84.83	95.45	1,904.55	5
401-530-30-5200	OPERATING SUPPLIES	4,677.81	5,600.00	143.95	190.87	5,409.13	3
401-530-30-5400	SUBSCRIPTIONS/DUES	37.50	450.00	0.00	0.00	450.00	0
401-530-30-5500	TRAINING	2,808.00	2,000.00	702.00	702.00	1,298.00	35
530 PHYSICAL ENVIRONMENT/ADMIN:		487,094.87	597,515.00	209,104.00	238,151.73	359,363.27	40
401-533-00-0000	WATER DEPARTMENT:	0.00	0.00	0.00	0.00	0.00	0
401-533-10-1200	SALARIES	562,282.25	873,990.00	56,825.02	111,108.09	762,881.91	13
401-533-10-1250	ON CALL	7,950.00	7,800.00	600.00	1,200.00	6,600.00	15
401-533-10-1300	OVERTIME	10,948.00	15,000.00	887.88	1,858.99	13,141.01	12
401-533-10-1500	SICK LEAVE	19,901.90	0.00	3,294.33	5,677.90	5,677.90-	0
401-533-10-1600	VACATION PAY	27,997.90	0.00	3,683.88	4,960.63	4,960.63-	0
401-533-10-1800	HOLIDAY PAY	23,228.01	0.00	151.51	272.15	272.15-	0
401-533-10-1820	HOLIDAY PREMIUM	3,128.30	5,000.00	0.00	0.00	5,000.00	0
401-533-10-2100	FICA EXPENSE	50,140.52	68,990.00	5,006.44	9,568.51	59,421.49	14
401-533-10-2200	RETIREMENT	73,144.51	107,410.00	7,794.24	14,896.79	92,513.21	14
401-533-10-2210	BENEFIT ADMIN FEES	189.00	0.00	0.00	9.00	9.00-	0
401-533-10-2300	LIFE & HEALTH INSURANCE	90,475.94	168,480.00	11,175.06	20,401.41	148,078.59	12
401-533-10-2500	UNEMPLOYMENT COMPENSATION	0.00	2,500.00	0.00	0.00	2,500.00	0
401-533-10-2600	WORKERS COMPENSATION INSURANCE	13,396.92	15,000.00	1,202.06	6,026.52	8,973.48	40
401-533-30-3100	PROFESSIONAL SERVICES	124,123.51	60,000.00	50.00	5,191.40	54,808.60	9
401-533-30-3400	OTHER CONTRACTUAL SERVICES	50,109.22	180,000.00	0.00	1,265.43	178,734.57	1
401-533-30-3450	CLOTHING AND UNIFORMS	5,029.71	9,000.00	673.47	1,099.31	7,900.69	12
401-533-30-4000	TRAVEL & PER DIEM	3,402.39	4,500.00	188.63	188.63	4,311.37	4
401-533-30-4100	TELEPHONE EXPENSE	26,647.03	38,600.00	1,297.53	2,250.91	36,349.09	6
401-533-30-4110	IT LICENSING / EQUIPMENT	14,033.94	58,800.00	5,090.68	5,120.65	53,679.35	9
401-533-30-4200	POSTAGE/TRANSPORTATION FEES	2,045.46	2,500.00	0.00	0.00	2,500.00	0
401-533-30-4300	UTILITIES EXPENSE	148,023.17	130,000.00	7,213.71	7,213.71	122,786.29	6
401-533-30-4400	RENTAL & LEASING	8,001.54	9,000.00	678.97	1,344.84	7,655.16	15
401-533-30-4600	REPAIR & MAINTENANCE	162,692.01	150,000.00	8,651.38	9,500.03	140,499.97	6
401-533-30-4900	MISC. EXPENSE & OTHER CURRENT	0.00	5,000.00	0.00	0.00	5,000.00	0
401-533-30-4960	BOOT ALLOWANCE	1,024.79	2,400.00	0.00	175.00	2,225.00	7

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Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
401-533-30-5010	BAD DEBT EXPENSE	0.00	0.00	0.00	60.19	60.19-	0
401-533-30-5100	OFFICE SUPPLIES	3,980.89	4,000.00	332.42	626.86	3,373.14	16
401-533-30-5200	OPERATING SUPPLIES	319,165.14	250,000.00	30,249.09	56,967.38	193,032.62	23
401-533-30-5250	FUEL EXPENSE	49,450.92	45,000.00	0.00	0.00	45,000.00	0
401-533-30-5260	CHEMICALS	205,896.28	225,000.00	3,406.84	15,674.15	209,325.85	7
401-533-30-5270	LABORATORY SAMPLES	14,140.00	50,000.00	4,725.00	5,550.00	44,450.00	11
401-533-30-5400	SUBSCRIPTIONS/DUES	5,564.00	9,000.00	239.00	61.00-	9,061.00	1-
401-533-30-5500	TRAINING	4,644.09	7,600.00	99.00	398.00	7,202.00	5
401-533-60-6200	CAP. IMPROVEMENT-BUILDINGS	129,995.00	0.00	0.00	0.00	0.00	0
401-533-60-6300	CAPITAL IMPROVEMENT-OTHER	81,954.55	104,000.00	0.00	0.00	104,000.00	0
401-533-60-6301	METER CHANGE OUT PROGRAM	18,396.00	125,000.00	0.00	0.00	125,000.00	0
401-533-60-6350	LOOP/UPGRADE WATER MAINS	122,750.39	500,000.00	0.00	0.00	500,000.00	0
401-533-60-6400	CAP. IMPROVEMENT-MACHINERY	142,100.47	178,000.00	0.00	0.00	178,000.00	0
401-533-60-6681	LEASE PURCHASE PRINCIPAL PMT	0.00	18,450.00	0.00	18,446.55	3.45	100
401-533-60-6691	LEASE PURCHASE INTEREST PMT	0.00	3,155.00	0.00	3,151.86	3.14	100
401-533-70-7319	CR 209 WATER MAIN EXTENSION	755,775.97	0.00	0.00	0.00	0.00	0
533 WATER DEPARTMENT:		3,281,729.72	3,433,175.00	153,516.14	310,143.89	3,123,031.11	9
401-535-00-0000	WASTEWATER DEPARTMENT:	0.00	0.00	0.00	0.00	0.00	0
401-535-10-1200	SALARIES	683,076.38	1,126,740.00	56,981.27	115,254.69	1,011,485.31	10
401-535-10-1250	ON CALL	11,325.00	11,700.00	900.00	1,800.00	9,900.00	15
401-535-10-1300	OVERTIME	11,504.15	15,000.00	990.47	1,709.38	13,290.62	11
401-535-10-1500	SICK LEAVE	41,969.86	0.00	2,136.43	3,832.59	3,832.59-	0
401-535-10-1600	VACATION PAY	47,271.59	0.00	6,655.70	10,490.63	10,490.63-	0
401-535-10-1800	HOLIDAY PAY	28,565.32	0.00	174.91	294.91	294.91-	0
401-535-10-1820	HOLIDAY PREMIUM	7,594.27	9,000.00	0.00	0.00	9,000.00	0
401-535-10-2100	FICA EXPENSE	64,372.19	88,930.00	5,189.76	10,203.88	78,726.12	11
401-535-10-2200	RETIREMENT	95,563.04	138,450.00	8,335.40	16,373.05	122,076.95	12
401-535-10-2210	BENEFIT ADMIN FEES	184.50	0.00	0.00	13.50	13.50-	0
401-535-10-2300	LIFE & HEALTH INSURANCE	121,399.96	215,280.00	9,388.86	21,082.12	194,197.88	10
401-535-10-2500	UNEMPLOYMENT COMPENSATION	0.00	2,500.00	0.00	0.00	2,500.00	0
401-535-10-2600	WORKERS COMPENSATION INSURANCE	26,793.74	30,000.00	2,404.13	12,053.05	17,946.95	40
401-535-30-3100	PROFESSIONAL SERVICES	130,985.40	75,000.00	50.00	7,201.40	67,798.60	10
401-535-30-3400	OTHER CONTRACTUAL SERVICES	70,454.05	175,000.00	9,940.00	11,291.36	163,708.64	6
401-535-30-3450	CLOTHING AND UNIFORMS	7,867.83	11,000.00	748.08	1,305.00	9,695.00	12
401-535-30-4000	TRAVEL & PER DIEM	998.89-	4,500.00	447.00	466.00	4,034.00	10

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Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
401-535-30-4100	TELEPHONE EXPENSE	13,811.03	15,000.00	635.15	1,240.41	13,759.59	8
401-535-30-4110	IT LICENSING / EQUIPMENT	24,462.53	57,900.00	4,977.08	4,977.08	52,922.92	9
401-535-30-4200	POSTAGE/TRANSPORTATION FEES	389.97	1,500.00	54.87	696.33	803.67	46
401-535-30-4300	UTILITIES EXPENSE	335,173.12	270,000.00	21,450.96	22,060.16	247,939.84	8
401-535-30-4400	RENTAL & LEASING	2,594.22	2,000.00	28.10	108.50	1,891.50	5
401-535-30-4600	REPAIR & MAINTENANCE	380,330.31	275,000.00	7,174.03	59,533.96	215,466.04	22
401-535-30-4900	MISC. EXPENSE & OTHER CURRENT	1,740.11	5,000.00	107.02	107.02	4,892.98	2
401-535-30-4940	LANDFILL DISPOSAL FEES	88,413.44	115,000.00	0.00	0.00	115,000.00	0
401-535-30-4960	BOOT ALLOWANCE	1,179.46	3,500.00	80.23	204.30	3,295.70	6
401-535-30-5100	OFFICE SUPPLIES	3,766.83	4,000.00	0.00	671.19	3,328.81	17
401-535-30-5200	OPERATING SUPPLIES	190,152.02	200,000.00	6,372.11	16,438.17	183,561.83	8
401-535-30-5250	FUEL EXPENSE	37,630.37	50,000.00	0.00	0.00	50,000.00	0
401-535-30-5260	CHEMICALS	96,327.40	120,000.00	2,699.21	5,724.13	114,275.87	5
401-535-30-5270	LABORATORY SAMPLES	45,002.42	65,000.00	20,755.00	20,755.00	44,245.00	32
401-535-30-5400	SUBSCRIPTIONS/DUES	370.00	4,000.00	0.00	0.00	4,000.00	0
401-535-30-5500	TRAINING	1,440.00	7,600.00	169.00	169.00	7,431.00	2
401-535-60-6200	CAP. IMPROVEMENT-BUILDINGS	6,830.00	30,000.00	0.00	0.00	30,000.00	0
401-535-60-6250	LIFT STATION UPGRADES	261,846.00	576,420.00	0.00	0.00	576,420.00	0
401-535-60-6300	CAPITAL IMPROVEMENT-OTHER	291,363.64	227,000.00	0.00	0.00	227,000.00	0
401-535-60-6310	MILLENNIUM PARK PROJECT	91,900.00	85,000.00	0.00	0.00	85,000.00	0
401-535-60-6400	CAP. IMPROVEMENT-MACHINERY	315,845.65	739,000.00	0.00	0.00	739,000.00	0
401-535-60-6610	SEWER SYSTEM RENEWAL AND REPLACEMENT	400,175.10	315,000.00	71,115.00	71,115.00	243,885.00	23
401-535-60-6681	LEASE PURCHASE PRINCIPAL PMT	71,491.17	75,620.00	0.00	0.00	75,620.00	0
401-535-60-6691	LEASE PURCHASE INTEREST PMT	13,107.50	8,985.00	0.00	0.00	8,985.00	0
401-535-60-6770	SR 44 FM / CCC DECOMMISSIONING	442,782.25	2,500,000.00	0.00	0.00	2,500,000.00	0
401-535-70-7303	WILDWOOD ESTATES LS	357,477.63	0.00	0.00	0.00	0.00	0
535 WASTEWATER DEPARTMENT:		4,823,530.56	7,655,625.00	239,959.77	417,171.81	7,238,453.19	5
401-580-90-0000	CONTINGENCY:	0.00	0.00	0.00	0.00	0.00	0
401-580-90-9912	CONTIN- WATER SEWER-REFUSE	0.00	5,791,155.00	0.00	0.00	5,791,155.00	0
401-582-00-0000	DEBT SERVICE:	0.00	0.00	0.00	0.00	0.00	0
401-582-70-7100	SUMTER SCHOOL BOARD LEASE PURCHASE	170,000.00	170,000.00	0.00	0.00	170,000.00	0
401-582-70-7103	DBT SRV.-SRF LOAN PRIN-2007	333,830.02	340,810.00	0.00	0.00	340,810.00	0
401-582-70-7104	DEBT SRV-PRINCIPAL-2013 REFINANCE	274,000.00	0.00	0.00	0.00	0.00	0
401-582-70-7106	DEBT SERV-2016 CONTINENTAL LOAN (BB&T)	105,048.62	107,755.00	0.00	53,534.92	54,220.08	50

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401-582-70-7204	INT EXP.-SRF LOAN-3 (2007)	46,084.86	39,105.00	0.00	0.00	39,105.00	0
401-582-70-7205	DEBT SVC.-INTEREST-2013 REFINANCE	2,315.30	0.00	0.00	0.00	0.00	0
401-582-70-7206	DEBT SERV-INTERST-2016 CONTINENTAL (BBT)	29,566.42	26,860.00	0.00	13,772.60	13,087.40	51
	582 DEBT SERVICE:	960,845.22	684,530.00	0.00	67,307.52	617,222.48	10
	401 UTILITY FUND Expend Total	9,553,200.37	18,162,000.00	602,579.91	1,032,774.95	17,129,225.05	6

401 UTILITY FUND

	Prior	Current	YTD
Revenues:	8,835,924.39	1,322.50	870,733.62
Expended:	9,553,200.37	602,579.91	1,032,774.95
Net Income:	717,275.98-	601,257.41-	162,041.33-

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Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Excess/Deficit	% Real
402-334-3102	STATE APPROPRIATION - CR 209 WATER MAIN	197,033.60	0.00	0.00	0.00	0.00	0
402-361-0000	INTEREST	24,160.51	1,000.00	0.00	0.00	1,000.00-	0
402-389-5000	CASH FORWARD	0.00	4,000,000.00	0.00	0.00	4,000,000.00-	0
	402 CAPITAL PROJECTS (LOAN/ Revenue Total	221,194.11	4,001,000.00	0.00	0.00	4,001,000.00-	0

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
402-536-70-7352	MILLENNIUM PARK REUSE PROJECT	0.00	3,000,000.00	0.00	0.00	3,000,000.00	0
402-580-90-9913	CONTINGENCY - CONSTRUCTION FUND	0.00	1,001,000.00	0.00	0.00	1,001,000.00	0
	402 CAPITAL PROJECTS (LOAN/ Expend Total	0.00	4,001,000.00	0.00	0.00	4,001,000.00	0

402 CAPITAL PROJECTS (LOAN/GRANT)	Prior	Current	YTD
Revenues:	221,194.11	0.00	0.00
Expended:	0.00	0.00	0.00
Net Income:	221,194.11	0.00	0.00

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Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Excess/Deficit	% Real
403-361-0000	INTEREST EARNINGS	557.21	100.00	0.00	0.00	100.00-	0
403-389-5000	NON-OPERATIONAL-CASH FORWARD	0.00	72,500.00	0.00	0.00	72,500.00-	0
403 INDUSTRIAL FUND Revenue Total		557.21	72,600.00	0.00	0.00	72,600.00-	0

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
403-552-00-0000	INDUSTRIAL PARK:	0.00	0.00	0.00	0.00	0.00	0
403-552-30-3100	PROFESSIONAL SERVICES	0.00	1,000.00	0.00	0.00	1,000.00	0
403-552-30-4900	MISC. EXPENSE & OTHER CURRENT	13.19	0.00	0.00	0.00	0.00	0
552 INDUSTRIAL PARK:		13.19	1,000.00	0.00	0.00	1,000.00	0
403-580-90-9999	CONTINGENCY	0.00	61,600.00	0.00	0.00	61,600.00	0
403-581-00-0000	INDUSTRIAL PARK:	0.00	0.00	0.00	0.00	0.00	0
403-581-00-0100	TRANSFER TO GENERAL FUND	10,000.00	10,000.00	0.00	0.00	10,000.00	0
403 INDUSTRIAL FUND Expend Total		10,013.19	72,600.00	0.00	0.00	72,600.00	0

403 INDUSTRIAL FUND

	Prior	Current	YTD
Revenues:	557.21	0.00	0.00
Expended:	10,013.19	0.00	0.00
Net Income:	9,455.98-	0.00	0.00

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Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Excess/Deficit	% Real
404-343-3501	WATER SYSTEM CONNECTION FEES	7,412.21	7,000.00	0.00	0.00	7,000.00-	0
404-361-0000	INTEREST	49.41	0.00	0.00	4.16	4.16	0
404-389-5002	CASH FORWARD - WATER CONNECTIONS	0.00	383,800.00	0.00	0.00	383,800.00-	0
404 WATER CONNECTION FEES Revenue Total		7,461.62	390,800.00	0.00	4.16	390,795.84-	0
Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
404-533-30-4900	MISC. EXPENSE & OTHER CURRENT	361.77	0.00	0.00	30.00	30.00-	0
404-533-70-7352	ASHLEY WTP PROJECT	11,860.87	390,000.00	0.00	0.00	390,000.00	0
533 Total		12,222.64	390,000.00	0.00	30.00	389,970.00	0
404-580-90-9909	CONTINGENCY - WATER CONNECTION FEES	0.00	800.00	0.00	0.00	800.00	0
404 WATER CONNECTION FEES Expend Total		12,222.64	390,800.00	0.00	30.00	390,770.00	0

404 WATER CONNECTION FEES		Prior	Current	YTD
Revenues:		7,461.62	0.00	4.16
Expended:		12,222.64	0.00	30.00
Net Income:		4,761.02-	0.00	25.84-

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING NOVEMBER 28 2022

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Excess/Deficit	% Real
406-343-5500	SEWER TAP CONNECTION FEES	15,731.69	5,000.00	0.00	0.00	5,000.00-	0
406-361-0000	INTEREST	38.24	0.00	0.00	3.26	3.26	0
406-389-5006	CASH FORWARD - WASTEWATER CONNECTION FEE	0.00	383,950.00	0.00	0.00	383,950.00-	0
	406 WASTEWATER CONNECTION F Revenue Total	15,769.93	388,950.00	0.00	3.26	388,946.74-	0

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
406-535-00-0000	SEWER TAP CONNECTION FEES:	0.00	0.00	0.00	0.00	0.00	0
406-535-30-4900	MISC. EXPENSE & OTHER CURRENT	361.20	0.00	0.00	30.00	30.00-	0
406-535-60-6392	WWTF CLARIFIER DEMO/CONSTRUCTION-DESIGN	0.00	100,000.00	0.00	0.00	100,000.00	0
	535 SEWER TAP CONNECTION FEES:	361.20	100,000.00	0.00	30.00	99,970.00	0
406-580-90-5006	CONTINGENCY - WASTEWATER CONNECTION FEES	0.00	288,950.00	0.00	0.00	288,950.00	0
	406 WASTEWATER CONNECTION F Expend Total	361.20	388,950.00	0.00	30.00	388,920.00	0

406 WASTEWATER CONNECTION FEES	Prior	Current	YTD
Revenues:	15,769.93	0.00	3.26
Expended:	361.20	0.00	30.00
Net Income:	15,408.73	0.00	26.74-

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING NOVEMBER 28 2022

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Excess/Deficit	% Real
408-343-3560	WATER SDC FEES	1,717,366.25	1,500,000.00	0.00	23,222.40	1,476,777.60-	2
408-361-0000	INTEREST EARNED	306.43	100.00	0.00	30.50	69.50-	30
408-389-5012	CASH FORWARD - WATER SDC	0.00	3,427,000.00	0.00	0.00	3,427,000.00-	0
408 WATER SDC FEES Revenue Total		1,717,672.68	4,927,100.00	0.00	23,252.90	4,903,847.10-	0

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
408-533-30-4900	MISC. EXPENSE & OTHER CURRENT	378.48	0.00	0.00	31.80	31.80-	0
408-533-70-7352	ASHLEY WTP UPGRADES	0.00	80,000.00	0.00	0.00	80,000.00	0
408-533-70-7354	CR 209 WATER MAIN EXT PHASE 1	0.00	800,000.00	0.00	0.00	800,000.00	0
533 Total		378.48	880,000.00	0.00	31.80	879,968.20	0
408-580-90-9914	CONTINGENCY - WATER SDC FUND	0.00	3,791,070.00	0.00	0.00	3,791,070.00	0
408-582-70-7107	SRF PRINCIPAL - OXFORD WTP	219,080.26	221,015.00	0.00	0.00	221,015.00	0
408-582-70-7207	SRF INTEREST - OXFORD WTP	36,949.34	35,015.00	0.00	0.00	35,015.00	0
582 Total		256,029.60	256,030.00	0.00	0.00	256,030.00	0
408 WATER SDC FEES Expend Total		256,408.08	4,927,100.00	0.00	31.80	4,927,068.20	0

408 WATER SDC FEES

	Prior	Current	YTD
Revenues:	1,717,672.68	0.00	23,252.90
Expended:	256,408.08	0.00	31.80
Net Income:	1,461,264.60	0.00	23,221.10

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING NOVEMBER 28 2022

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Excess/Deficit	% Real
409-343-5560	WASTEWATER SDC FEES	3,022,260.92	2,650,000.00	0.00	39,576.00	2,610,424.00-	1
409-361-0000	INTEREST EARNED	615.64	100.00	0.00	59.62	40.38-	60
409-389-5013	CASH FORWARD	0.00	6,890,000.00	0.00	0.00	6,890,000.00-	0
409 WASTEWATER SDC FEES Revenue Total		3,022,876.56	9,540,100.00	0.00	39,635.62	9,500,464.38-	0
Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
409-535-30-4900	MISC. EXPENSE & OTHER CURRENT	385.11	0.00	0.00	32.10	32.10-	0
409-535-70-7346	WWTP FACILITY PLAN	247,031.25	7,800,000.00	0.00	0.00	7,800,000.00	0
409-535-70-7349	MISC CAPACITY IMPROVEMENTS	124,293.00	0.00	0.00	0.00	0.00	0
409-535-70-7355	BRIDGE CROSSING PROJECT	32,760.00	610,000.00	0.00	0.00	610,000.00	0
409-535-70-7359	GRAVITY COLLECTION SYS CONDITION ASSESS	0.00	250,000.00	0.00	0.00	250,000.00	0
535 Total		404,469.36	8,660,000.00	0.00	32.10	8,659,967.90	0
409-580-90-9915	CONTINGENCY - WASTEWATER SDC FUND	0.00	804,515.00	0.00	0.00	804,515.00	0
409-582-70-7101	DBT SERV-SRF CRC09 FORCEMAIN DESIGN PRIN	4,318.99	4,390.00	0.00	0.00	4,390.00	0
409-582-70-7102	DBT SRV-SRF CR209 FM CONSTRUCTION PRIN	69,767.37	69,788.00	0.00	0.00	69,788.00	0
409-582-70-7200	INTEREST EXPENSE-CR209 FM SRF CONSTRUCTN	351.43	332.00	0.00	0.00	332.00	0
409-582-70-7202	INT EXP.-SRF DESIGN LOAN-CR209 FORCEMAIN	1,147.23	1,075.00	0.00	0.00	1,075.00	0
582 Total		75,585.02	75,585.00	0.00	0.00	75,585.00	0
409 WASTEWATER SDC FEES Expend Total		480,054.38	9,540,100.00	0.00	32.10	9,540,067.90	0

409 WASTEWATER SDC FEES		Prior	Current	YTD
Revenues:	3,022,876.56	0.00	39,635.62	
Expended:	480,054.38	0.00	32.10	
Net Income:	2,542,822.18	0.00	39,603.52	

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING NOVEMBER 28 2022

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Excess/Deficit	% Real
601-351-2000	CONFISCATED PROPERTY	0.00	1,500.00	0.00	0.00	1,500.00-	0
601-361-0000	INTEREST	352.92	10.00	0.00	0.01	9.99-	0
601 LAW ENFORCEMENT FUND Revenue Total		352.92	1,510.00	0.00	0.01	1,509.99-	0

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Balance	% Expd
601-521-00-0000	LAW ENFORCEMENT TRUST:	0.00	0.00	0.00	0.00	0.00	0
601-521-30-4900	MISC. EXPENSE & OTHER CURRENT	36.22	0.00	0.00	0.00	0.00	0
601-580-90-9999	CONTINGENCY	0.00	51,695.00	0.00	0.00	51,695.00	0
601 LAW ENFORCEMENT FUND Expend Total		36.22	51,695.00	0.00	0.00	51,695.00	0

601 LAW ENFORCEMENT FUND		Prior	Current	YTD
Revenues:		352.92	0.00	0.01
Expended:		36.22	0.00	0.00
Net Income:		316.70	0.00	0.01

Grand Totals		Prior	Current	YTD
Revenues:		57,294,523.28	292,146.92	2,423,869.22
Expended:		48,644,572.82	1,718,026.41	3,538,085.64
Net Income:		8,649,950.46	1,425,879.49-	1,114,216.42-

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: **Wildwood Community Center Camera System in the Amount of \$14,090.00**

REQUESTED ACTION: Staff recommends approval.

CONTRACT: Vendor/Entity: Security Solutions of Central Florida

Effective Date: 11/28/22 Termination Date:

Managing Division/Department: IT Department

BUDGET IMPACT: This is a budgeted line item and funds are available in 001-572-60-6200.

HISTORY/FACTS/ISSUES:

Staff recommends approval of the proposal from Security Solutions of Central Florida under RFP 2020-12 for a camera system at the Wildwood Community Center for a total amount of \$14,090.00. This is a budgeted line item purchase.

These cameras are meant to enhance the safety and security of employees and the public at the Wildwood Community Center. The presence of a camera system provides footage in the event of injury, vandalism, or theft - possibly deterring such activity altogether.

The system is being provided under the attached contract to Security Solutions of Central Florida. Camera coverage and placement have been reviewed and approved by Amanda Salazar, Parks and Recreation Director.



Security Solutions of Central FL, LLC

PO Box 384
Oxford, FL 34484
352-303-8313
wes@securitysolutionsfl.com
www.securitysolutionsfl.com
FL Electrical License # ES12001757

SEND TO

City of Wildwood

PROPOSAL

DATE	11/14/2022
PROPOSAL #	1577-2
PO#	
Terms	Due on Receipt

Wildwood Community Center Camera System

DESCRIPTION	AMOUNT
Parts & Labor to install a new camera system at the Wildwood Community Center. Parts Include;	\$12,355.00
1- Vitek 32Ch 12TB IP NVR- 8MP/Ch 4K-HDMI	
18- Vitek 5MP IP Turret Camera, 2.8 65'IR	
7- Arlington FLC430 Cam-Box Kit	
11- Vitek Junction Box for Vitek Transcendent Bullet and Turret Cameras	
1- IPCamPower 24 Port POE Network Switch W/ 2 Gigabit Uplink Ports Designed for IP Cameras	
1- 6U Deluxe IT Wallmount Cabinet Enclosure	
1- VC 24 Port Blank Patch Panel	
19- VC Cat6 Keystone Jack- HD	
36- Cat6 RJ45 Connectors	
1800'- Cat6 Ethernet Cable	
20- Cat6A Ethernet Patch Cable- Black	
Conduit, Connectors, Fasteners, & Labor to Install	
OPTIONAL: ADD Generator Camera- Includes; Camera, Back Box, Outdoor NEMA Enclosure, Point to Point Antenna, Surge Protectors, 5-Port DIN Rail POE Switch, 350VA UPS, Outdoor Cat6 Cable, Fittings, Connectors, & Labor to Install.	\$1,735.00

OTHER COMMENTS

Revised Proposal for new camera system at Wildwood Community Center. Proposal includes a new rack, 32 channel NVR, 22 IP Cameras, Surge protection for all outdoor cameras, wiring, & Labor to install.

Subtotal	14,090.00
Taxable	-
Tax rate	0.000%
Tax due	-
Other	-
TOTAL	\$ 14,090.00

Make all checks payable to
Security Solutions of Central FL

If you have any questions about this proposal, please contact
us immediately at 352-303-8313.

Thank You For Your Business!

SERVICES AGREEMENT

This agreement ("AGREEMENT") is entered between the City of Wildwood Florida ("CLIENT") and Security Solutions of Central Florida LLC ("CONSULTANT").

1. Term of AGREEMENT. This AGREEMENT shall commence effective the date signed by the CLIENT. It shall a commence for an initial three (3) year term, with three, one (1) year renewal periods, which shall automatically renew annually. This AGREEMENT shall terminate upon the CLIENT's providing CONSULTANT with thirty (30) days' advance written notice.

2. Compensation. It is understood and agreed by and between the parties hereto, that the CLIENT shall pay the CONSULTANT for services based on proposals provided by the CONSULTANT in advance of work performed. Payment will be made to CONSULTANT within forty-five (45) days of the receipt of approved invoices for services rendered.

3. Scope of Services. CONSULTANT's services under this AGREEMENT shall consist of services as detailed in the attached RFP ("SERVICES"). SERVICES may be amended or modified upon the mutual written AGREEMENT of the parties.

4. Integration. This AGREEMENT, along with the SERVICES to be performed contain the entire agreement between and among the parties, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all prior written or oral discussions or agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.

5. Warranty. CONSULTANT warrants that any services provided hereunder will be performed in a professional and workmanlike manner with a one year warranty on labor and parts warranty per individual manufacturer.

6. Liability. CONSULTANT's total liability arising out of any acts, omissions, errors, events, or default of CONSULTANT and/or any of its employees or contractors shall be limited by the provisions of the AGREEMENT.

7. Termination. This AGREEMENT shall terminate upon the CLIENT's providing CONSULTANT with thirty (30) days' advance written notice. If, however, CONSULTANT has substantially or materially breached the standards and terms of this AGREEMENT, the CLIENT shall have any remedy or right of set-off available at law and equity.

8. Independent Contractor. CONSULTANT is an independent contractor. Notwithstanding any provision appearing in this AGREEMENT, all personnel assigned by CONSULTANT to perform services under the terms of this AGREEMENT shall be employees or agents of CONSULTANT for all purposes. CONSULTANT shall make no representation that it is the employee of the CLIENT for any purposes.

9. Confidentiality. (a) Confidential Information. For purposes of this AGREEMENT, the term "Confidential Information" means all information that is not generally known by the public and that: is obtained by CONSULTANT from CLIENT, or that is learned, discovered, developed, conceived, originated, or prepared by CONSULTANT during the process of performing this AGREEMENT, and relates directly to the business or assets of CLIENT. The term "Confidential Information" shall include, but shall not be limited to: inventions, discoveries, trade secrets, and know-how; computer software code, designs, routines, algorithms, and structures; product information; research and development information; lists of clients and other information relating thereto; financial data and information; business plans and processes; and any other information of CLIENT that CLIENT informs CONSULTANT, or that CONSULTANT should know by virtue of its position, is to be kept confidential. (b) Obligation of Confidentiality. During the term of this AGREEMENT, and always thereafter, CONSULTANT agrees that it will not disclose to others, use for its own benefit or for the benefit of anyone other than CLIENT, or otherwise appropriate or copy, any Confidential Information except as required in the performance of its obligations to CLIENT hereunder. The obligations of CONSULTANT under this paragraph shall not apply to any information that becomes public knowledge through no fault of CONSULTANT.

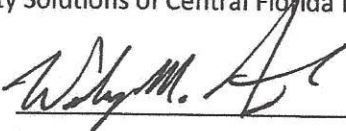
10. Assignment. Neither party may assign or subcontract its rights or obligations under this AGREEMENT without prior written consent of the other party, which shall not be unreasonably withheld.

11. Governing Law. This AGREEMENT shall be governed and construed in accordance with the laws of the State of Florida without resort to any jurisdiction's conflicts of law, rules or doctrines.

Submitted by:

Security Solutions of Central Florida LLC

By:



Title: Wes Fort - Owner

Accepted by:

By:



Title:

City Manager

Date:

6/2/2021

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: **EQ Tank Cleaning by American Pipe & Tank in the Amount of \$118,000.00**

REQUESTED ACTION: Staff Recommends Approval

CONTRACT: Vendor/Entity: American Pipe & Tank
Effective Date: 11/17/2022 Termination Date:
Managing Division/Department: Utility Department Wastewater Division

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

The scope of this project is to drain, pump, and clean out the grit and solids accumulated in the equalization basin tank no. 1 at the wastewater facility. Attached is a contract that the City has with American Pipe & Tank for these services. Also attached is the project quote in the amount of \$118,000.00. This is a budgeted project in the 22/23 fiscal year budget. Funds are available in account 401-535-60-6300 (Capital Improvements - Other - EQ Tank Cleaning).

AGREEMENT FOR TRANSPORTATION, TREATMENT AND DISPOSAL OF DOMESTIC WASTEWATER RESIDUALS

This AGREEMENT by and between AMERICAN PIPE & TANK, INC. 418 Cypress Road, Ocala, FL 34472 D/B/A/ 412 BIOSOLIDS PROCESSING FACILITY (hereinafter 412 BPF) and

City of Wildwood/Continental Country Club whose address is 50 Continental Blvd, Wildwood, FL 34785

(hereinafter referred to as CLIENT).

WITNESSTH THAT

WHEREAS, 412 BPF is the owner and operator of a Type I Residuals Management Facility, File #FLA356697-001-DW2S and Agricultural Use Site, and

WHEREAS, sufficient capacity shall be maintained and

WHEREAS, said treatment and disposal site has been approved and operating under Florida Department of Environmental Protection (FDEP) permit file in compliance with Chapter 62-640 FAC and

WHEREAS, the CLIENT owns and operates the domestic wastewater treatment plant permitted as FLA043699

hereinafter referred to as "SOURCE" and has the need to dispose of the waste residual generated by the "SOURCE" and

WHEREAS, the CLIENT and 412 BPF both operate treatment facilities in compliance with Chapter 62-600 FAC, the degree of treatment at the plants determined according to said Chapter the true identity (treatment plant) referred to as "GENERATOR". For the ease of permitting 412 BPF will be referred to as "GENERATOR".

WHEREAS, as a condition precedent to the obtaining a valid operating permit for the SOURCE, FDEP requires the GENERATOR to file an Agricultural Use Plan whereby the SOURCE certifies that his residuals shall meet the chemical criteria for residuals suitable for land application.

NOW THEREFORE, for and in consideration of the mutual terms, covenants and conditions to be complied with on the part of the respective parties hereto, it is agreed as follows:

1. Nothing in this Agreement shall supercede or take precedence over the obligations and responsibility of each party to operate and maintain his individual plant in compliance with the frequency and schedule stated in Chapter 62-640, FAC.
2. The CLIENT hereby covenants and agrees:
 - A. If the CLIENT stabilizes the residuals to Class "B" or above, none of said residuals can be mixed with unstabilized materials. If mixing has occurred, the entire load will be required to be stabilized at the 412 BPF Plant.
 - B. The CLIENT shall pay for the transportation, treatment and disposal as dictated in the AGREEMENT PAY SCHEDULE "A" attached to this contract.
 - C. The CLIENT warrants that the residuals delivered to the GENERATOR shall not contain any hazardous, toxic or radioactive waste or substances as defined by applicable federal, state and local laws or restrictions.
3. 412 BPF hereby covenants and agrees:
 - A. To maintain, monitor and operate the lime stabilization plant and residuals disposal site in compliance with Chapter 62-640, FAC.
 - B. To accept all responsibility for the proper measurement, stabilization and land application for the proper disposal of the residuals as required by Chapter 62-640, FAC.

- C. To maintain a record of the total quantity of residuals land applied and file with FDEP an annual summary of the total quantity of residuals, heavy metals and nitrogen land applied, in which the CLIENT is a contributor thereof, to meet the GENERATOR'S certification requirements of the Agricultural Use Plan for this 412 BPF.
4. It is further understood by both parties that:
- A. Both parties understand that this Agreement is subject to the rules, regulations and directives of the regulatory agencies and agree that in the event such rules, regulations and directives require modification of the Agreement, they will negotiate in good faith to make such modification.
- B. Upon arrival onsite for treatment, residuals from the CLIENT'S plant, 412 BPF has the right to refuse treatment of said residuals, if it demonstrates properties that are not consistent with Land Application. The CLIENT will be responsible for the removal and proper disposal of material.
5. It is specifically agreed and understood by all parties hereto, that the rate stated in the Agreement Pay Schedule "A" is for the proper treatment, transportation and disposal of residuals delivered by AMERICAN PIPE & TANK, INC. to the 412 BPF site and proper disposal of the same.
6. Payment shall be made by Customer within thirty (30) days after receipt of an Invoice from Contractor. In the event that any payment is not made when due, Contractor at its sole option, may, at any time, terminate this Agreement on notice to Customer and the Department of Environmental Protection. Contractor may impose and Customer agrees to pay a late fee not to exceed the maximum rate allowed by applicable law for all past due payments.
7. Contractor shall not be responsible for damage to CLIENT'S pavement or other driving surface resulting from the weight of Contractor's vehicles servicing the wastewater treatment plant on routes designated by Customer.
8. Changes in the Schedule of Charges, capacity and type of equipment may be agreed to orally or in writing by the parties. Consent to oral changes shall be evidenced by the actions and practices of the parties.
9. Since disposal related charges and fuel costs are a significant portion of the cost of Contractor's services provided hereunder, Contractor may increase the unit price of the Schedule of Charges in an amount equal to any equivalent unit increase in disposal or fuel costs.
10. The term of this Agreement shall be for three (3) years from the effective date of service and shall be automatically renewed for like terms unless either party shall give written notice of termination (Certified Mail) to the other at least sixty (60) days prior to termination of the initial term or any renewal term. In the event the CLIENT terminates this Agreement other than as provided above, CLIENT shall pay to Contractor as liquidated damages, a sum calculated as follows: (a) if the remaining term under this Agreement is six months or more, CLIENT shall pay its most recent monthly charge multiplied by six (6); (b) if the remaining term under this Agreement is less than six months, CLIENT shall pay its most recent charge multiplied by the number of remaining months in the term.
11. That 412 BPF shall assume responsibility for the proper transport and spill contingency for residuals from the CLIENT once loaded into Company owned tankers.
12. In the event of a breach of this Agreement by either party, the breaching party shall pay all reasonable attorney's fees, collection fees and costs of the other party incident to any action brought to enforce this Agreement.

This AGREEMENT shall be binding on the parties and their successors and assigns.

IN WITNESS WHEREOF, the parties have caused these present to be executed this 22nd day of October, 2019.

Cindy E. Notaro
Witness

By:

Zach Connors
Zach Connors Vice President
412 BIOSOLIDS PROCESSING FACILITY

Mark Odell 2/18/20
Client Signature/Title

Witness

MARK Odell
Print Name

AGREEMENT PAY SCHEDULE

"A"

**IN AGREEMENT WITH PARAGRAPH B, THE COST PER
GALLON WILL BE \$0.175 PER GALLON WITH
A 7,100 GALLON MINIMUM CHARGE AND PAYABLE
WITHIN THIRTY (30) DAYS.**

Mo 4/18/20
Initial

Wayne Bouchard

From: Zach Conomos <zach@americanpipeandtankinc.com>
Sent: Tuesday, November 15, 2022 9:22 AM
To: Wayne Bouchard
Cc: Cindy Notaro
Subject: EQ #1

CAUTION: This email originated from outside of the city. Do not click on any links or open any attachments unless you recognize the sender and are certain the content is safe.

Good morning Wayne,

For Hauling of EQ #1 the price shall be \$118,000. We can begin at your earliest convenience. If you have any questions please contact me. Thank you for this opportunity to better serve you.

Best Regards,

Zach Conomos
Vice President
American Pipe & Tank Inc
418 Cypress Road
Ocala, FL 34472
Office: 352-687-4281
Cell: 352-615-1114



Wayne Bouchard
401-535-60-6300
Wildwood EQ #1

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Sidewalk Remediation and Condition Survey Services for a Not-To-Exceed Amount of \$50,000

REQUESTED ACTION: Staff recommends approval

CONTRACT: Vendor/Entity: American Sidewalk Management

Effective Date: Termination Date:

Managing Division/Department: Public Works

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

Public Works Administration researched qualified vendors for sidewalk grinding to correct sidewalk trip hazards such as uneven sections of sidewalk, heaved slabs, and irregularities. The ADA defines a trip hazard as any sudden height difference of 1/4 inch or more.

The City of Wildwood is partnering with American Sidewalk Management (ASM) to perform a 3-phase process. Phase 1 involves measuring the current damage to assess what needs to be done. Phase 2 is the grinding and smoothing of the concrete, which ensures a zero-height differential between the affected sidewalk panels. Phase 3 is the cleanup and removal of debris for the purpose of recycling. After the process is complete, ASM will provide the City with a detailed Excel spreadsheet and Trimble GIS data highlighting each trip hazard's location as identified by GPS coordinates, street name, and the linear trip hazard.

The City will utilize and “piggyback” off of the City of Orlando’s contract for this project. Staff requests commission approval to award a funding amount not to exceed \$50,000. The Project was identified in the FY23 budget as a multi-year project and will be allocated from 001-541-30-3400.



Via Email: joel@americangrindingco.com

February 15, 2022

Joel Van Veen
American Grinding Company, LLC
118 Flanders Rd
Westborough, MA 01581

SUBJECT: Renewal of Term Contract (IFB18-0282) Sidewalk Inspection and Grinding – Amendment 6

Dear Joel,

The City of Orlando would like to offer your company the opportunity to extend the existing contract between your company and the City of Orlando.

In accordance with the terms and conditions of this Contract, the Contract may, by mutual assent of the parties, be extended for an additional twelve (12) month period under the same terms, conditions, and pricing. The current Contract will expire July 30, 2022. In agreeing to the contract renewal by signing below, the new contract expiration date will be July 30, 2023.

Please indicate your approval of this offer by having an officer of your company execute the acceptance portion below and return to William.resto@orlando.gov. Please submit your response no later than February 25, 2022.

As a part of the renewal process, please send a copy of your current completed W-9 form and your current insurance certificate, listing the City of Orlando as an additional insured.

Thank you for your immediate attention to this matter.

Sincerely,

David Billingsley, CPSM, C.P.M.
Chief Procurement Officer

By:  2/23/22
Official Signature & Date
Joel Van Veen
Print Name
President
Title

**AMENDMENT NUMBER FIVE TO
AGREEMENT DATED JUNE 19, 2018
BETWEEN CITY OF ORLANDO AND
AMERICAN GRINDING COMPANY, LLC**

THIS AMENDMENT TO AGREEMENT is made and entered into this 9th day of November, 2022, by and between the City of Orlando, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the "City" and American Grinding Company, LLC, hereinafter referred to as the "Contractor".

WHEREAS, the City and the Contractor entered into an Agreement ("the Agreement") under the date of June 19, 2018, whereby the latter would provide surveying on all sidewalks in the City, documenting trip hazards, damaged sidewalk, grinding raised joints, and uneven cracks.

WHEREAS, the City and the Contractor amended the scope of services of said Agreement; on Amendment Four, on September 30, 2020.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

I. PRICE INCREASE:

The Scope of Service is hereby amended for price increase as follows:

- a. Remove existing concrete from identified locations and replace with new concrete per specifications provided by the City of Orlando, at a price of \$31.20 per square foot would apply. See Exhibit "A" Contractor's proposal attached.
- b. Sidewalk Linear Feet at \$7.50.

In all other respects and except as specifically modified and amended herein, the Agreement dated June 19, 2018, other amendments and renewals shall continue in full force and effect as written and the parties hereto agree to be bound thereby.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first written above.

PROCUREMENT & CONTRACTS DIVISION
City of Orlando, Florida

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Orlando, Florida, only.

By: [Signature]
Chief Procurement Officer

Date: November 9, 2022

David Billingsley, CPSM, C.P.M.
Name, Typed or Printed

[Signature]
ASSISTANT CITY ATTORNEY
ORLANDO, FLORIDA

Date: November 15, 2022

CONTRACTOR

By: [Signature]
Signature

Joel Van Veen President
Name & Title, Typed or Printed

CORPORATE SEAL

American Grinding Company, LLC
Name of Company, Corp., etc.

1425 Cent Ave NE Suite #200
Mailing Address

Grand Rapids, MI 49505
City, State and Zip

(888) 556-7344
Area Code/Telephone Number

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by _____, as the _____, on behalf of _____

He/she (is) personally known to me or (has) produced _____ (type of identification)

WITNESS my hand and official seal this _____ day of _____, 2022.

(SEAL)

See attached

Signature of Person Taking Acknowledgment

Typed, Printed or Stamped Name of Person
Taking Acknowledgment My Commission
Expires: _____

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of RIVERSIDE

On November 3, 2022
Date

before me,

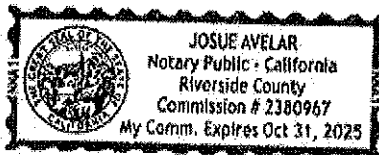
Josue Avelar, Notary Public
Here Insert Name and Title of the Officer

personally appeared

Joel Phillip VANVEEN

Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer -- Title(s): _____

☐ Partner -- ☐ Limited ☐ General

☐ Individual

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer -- Title(s): _____

☐ Partner -- ☐ Limited ☐ General

☐ Individual

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

EXHIBIT "A"

CONTRACTOR'S PROPOSAL

Agent: Silvia Coste

**IFB18-0282 Sidewalk Inspection and Grinding
Amendment Five (5) New Price List**

Vendor's Name

American Grinding
Company, LLC

Vendor's Address, City & State:

Grand Rapids, MI

Item No.	Estimated Quantity	Unit	2020 Unit Cost	2022 Unit Cost	Description	Total
1	75,000	LF	6.45	7.50	Seventy-Five Thousand Linear Feet	\$562,500.00
						\$562,500.00

6/10/2019 Amendment Two

Grid Trip Hazards Greater than 2" 1000 LF @ \$99.00

9/20/2020 Amendment Four

Remove existing concrete from identified locations and replace with new concrete per specifications provided by the City of Orlando. A price of \$27.20 per square foot would apply.

11/3/2022 Amendment Five

Remove existing concrete from identified locations and replace with new concrete per specifications provided by the City of Orlando. A price of \$31.20 per square foot would apply.



**CITY OF ORLANDO
INVITATION FOR BIDS (IFB)**

DATE OF ISSUE: MARCH 27, 2018
IFB DUE DATE: APRIL 26, 2018
IFB DUE TIME: 2:00 p.m., Local Time, City of Orlando, FL
BID DELIVERY LOCATION: City of Orlando
Procurement and Contracts Division
400 South Orange Avenue, Fourth Floor
Orlando, Florida 32801
Bid opening held at same location.
IFB TITLE: SIDEWALK INSPECTION AND GRINDING
IFB NO: IFB18-0282
(IFB NUMBER MUST BE PLACED ON FRONT OF ENVELOPE)

THIS IS NOT AN ORDER

DIRECT ALL INQUIRIES TO: Maureen S. Bowman, Purchasing Agent II
Phone: (407) 246-2363
Email: TeamC @cityoforlando.net

BUSINESS NAME & ADDRESS

American Grinding Company, LLC
Business Name
15 Union Ave SE, Suite #100
Address
Grand Rapids, MI 49503
City, State, Zip
(888) 556-7344
Telephone Number
joel@americangrindingco.com
Business Email Address

CONTACT INFORMATION

Joel Van Veen
Name of Contact Individual
15 Union Ave SE, Suite #100
Contact Address
Grand Rapids, MI 49503
Contact City, State, Zip
(321) 236-3441
Contact Telephone Number
joel@americangrindingco.com
Contact Email Address

It is the intent and purpose of the City of Orlando that this Invitation for Bids promotes competitive bidding. It shall be the bidder's responsibility to advise the City's Procurement and Contracts Division at the address noted herein, if any language, requirements, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this Invitation for Bids to a single source. Such notification must be submitted in writing and must be received by the Procurement and Contracts Division not later than ten (10) days prior to the bid closing date.

Rev: Services - 02/28/18

SPECIFICATIONS FOR THE SIDEWALK INSPECTION AND GRINDING

I. GENERAL

- A. This work is a service contract for the Sidewalk Trip Hazard Remediation and Condition Survey for the City of Orlando (City). The initial Contract time will be for a period of one year (12 months) with up to four (4) additional twelve (12) month periods or portions thereof, up to a cumulative total of sixty (60) months. The Work includes surveying all sidewalks in the City, documenting trip hazards, damaged sidewalks, and grinding raised joints and uneven cracks. Replacing damaged sidewalk panels is not part of the Work. Staff in the Streets and Stormwater Division will designate initial Work Areas for the Contractor to begin work, but the Contractor will be responsible for surveying and reporting repair needs for the City sidewalks as determined by the City of Orlando Streets and Stormwater Division. The minimum grinding rate is to be no less than 250 linear feet per day and have an average range of 250 to 350 linear feet per day.
- B. The estimated annual expenditure is \$750,000.00.
- C. These specifications cover the Contractor's requirements for sidewalk grinding and reporting of trip hazards greater than ¼ inch. A trip hazard may include: cracks, separations, and or raised edges in the sidewalk surface that have a minimum of ¼ inch difference in elevation across the crack or edge. The reports will become part of the City's sidewalk hazard inventory.
- D. The Work described in each item includes the Contractor furnishing of all materials, equipment, supplies, and tools, along with the performance of all labor and services, and all incidentals necessary to complete the repairs and reports associated with sidewalk trip hazards within the City.
- E. The Contractor shall have a minimum of three (3) years experience in sidewalk grinding. References shall include projects in the State of Florida during the last three (3) years that involve sidewalk grinding and trip hazard remediation.

II. EQUIPMENT

- A. Equipment must be able to grind from 1/4 inch to 2 inches. Grinding equipment must be self contained with integral debris/dust recovery system and designed to capture debris and dust by-products of the grinding operation to minimize the presence of air-borne dust.
- B. Grinding will be done dry without the use of water.
- C. Equipment noise must be minimal so it does not disturb the public and the public will not need to wear hearing protection if located 10 ft. or further from the operation of the equipment. Per OSHA, hearing protection is required for individuals exposed to noise over 85 dB, as such the City requires that the equipment to perform the Work must not exceed the 85 dB at 10 ft.

- D. Contractor shall own or lease commercial equipment that the City considers sufficient to provide services as specified. Commercial concrete grinding equipment is required.
- E. Equipment shall be kept in good working order at all times. Proposed equipment shall be documented in **Attachment "L", Bidder's Equipment List**, attached in Forms and Submittal Documents. Bidder shall submit additional pages as necessary to document the equipment. Bidder will submit applicable descriptive literature and technical data to fully detail all features, designs, construction, finishes of the equipment proposed for grinding on this project.
- F. The failure of the Contractor to obtain and maintain sufficient equipment to provide the services as specified in this solicitation may be cause for termination of Contract.
- G. Inspection and acceptance of proposed equipment to be used on this project shall be performed by a representative from the City's Streets and Stormwater Division, or such other specifically designated City Representative.

III. SCOPE OF WORK

- A. Work Areas: Staff in the Streets and Stormwater Division will provide maps to the Contractor with Work Areas and street names as Work Orders. The Contractor will be responsible for surveying all sidewalks in the Work Areas, performing repairs, and identify other repair needs.
- B. Trip Hazard Locations: Contractor will identify and remove all trip hazards in the Work Area that are between 1/4" to 2" in height (as long as 2" of concrete thickness remains after grinding), and where the cross slope of the sidewalk does not exceed 2%. The surface area after grinding must be textured to meet ADA standards for pedestrian safety; which includes a slip resistant surface that does not become slippery when wet. Panels that are not repairable, or fractured, or broken will be documented in a weekly report.
- C. Trip Hazard Location Documentation: The Contractor shall provide the City with an Excel spreadsheet (Microsoft Excel 2007 or later) in electronic format that lists the GPS location, street name and address, length and height of the trip hazard, and the length of each grind. The Contractor will document all hazards that cannot be removed by grinding. After the Contractor submits the weekly report, City staff will verify and document the reported work.
- D. Advance Notification of Work: The Contractor shall coordinate with the Streets and Stormwater Division two weeks in advance of initiating work in the identified Work Areas in a manner agreed upon by the Contractor and City prior to contract execution.
- E. Mobilization: There are no additional costs for mobilization. If the Contractor completes work in one Work Area in less than a full day and needs to move to another Work Area in the same day, the Contractor may not charge a fee for mobilization between Work Areas. The work will be continuous throughout the year. Mobilization is included in the Contract linear price.

- F. Damage to Grass/Vegetation Areas: Grass or landscaped areas damaged by the Contractor shall be restored at the Contractor's expense to conditions that are equal to or better than the existing conditions prior to commencement of work. Restoration shall be at the direction of Streets and Stormwater staff.
- G. Utility Conflicts and Coordination: If the Contractor damages any utilities, they shall immediately notify the Utility Company and Streets and Stormwater Division within 30 minutes of the damage. Any damage to existing utilities shall be repaired at the Contractor's expense.
- H. Damage to Existing Irrigation System: If the Contractor damages any portion of an existing irrigation system they shall immediately notify the Property Owner either through personal contact or leaving their contact information to the extent practicable. The Contractor shall also notify the Streets and Stormwater Division within one hour of the damage. Any damage to existing irrigation systems shall be repaired at the Contractor's expense.
- I. Clean up: Should the integral vacuum system fail to collect all debris, the Contractor shall sweep the sidewalks thoroughly after the grinding operation. All debris collected shall be removed and disposed to a recycling location or to a location approved by the Streets and Stormwater Division.
- J. Permits and Traffic Control: The Contractor shall furnish and install all construction signs, pavement markings, barricades, and all other safety controls for the duration of each work-area. The Contractor must notify the City where they are working by e-mail or telephone. The Traffic Control Manager will determine if permits are required. The Contractor is responsible for compliance with any permits determined necessary by the Traffic Control Manager. The Contractor shall have a certified Florida Department of Transportation Intermediate Maintenance of Traffic (M.O.T.) Control person.
- K. Measurements: Measurement is based on a liner foot of grinding regardless what the thickness is of the sidewalk.

IV. POLLUTION AND NOISE CONTROLS

- A. Noise Control: Noise Control shall be in accordance with Federal, State, and City regulations. The Contractor shall comply with all City Ordinances and Regulations dealing with noise abatement.
- B. Vibration Control: Vibration Control shall be in accordance with Federal, State, and City regulations. It is the Contractor's sole responsibility to prevent damage from vibration to adjacent structures and property.
- C. Air Pollution Controls: Air Pollution Control shall be in accordance with Federal, State, and City regulations.
 - 1. Fugitive Dust
 - a. Do not cause or allow the emissions from any transport, handling, construction or storage activity to remain visible in the atmosphere beyond the property line of the emission source.

- b. Take precautions to minimize dust emissions from operations involving demolition, excavation, grading, clearing of land and disposal of solid waste.
 - c. Do not cause or allow particulate matter to exceed 100 mg/m³ when determined as the difference between upwind and downwind samples collected on high volume samples at the property line for a minimum of five hours.
 - d. Take precautions to prevent visible particulate matter from being deposited upon public roadways as a direct result of construction or hauling operations. Precautions shall include the removal of particulate matter from equipment before movement to paved streets, or the prompt removal of material from paved streets onto which such material has been deposited.
 - 2. Solid and Hazardous Waste
 - a. Solid and Hazardous Waste Control shall be in accordance with Federal, State, and City regulations.
 - b. The Contractor is solely responsible for the disposal of any hazardous waste that is generated by the Contractor's operation.
- D. Execution: In order to implement these regulations, Contractor shall use the following procedures and techniques:
 - 1. Air Pollution
 - a. Dust
 - 1) Cover loads of materials, debris and soil transported from construction sites.
 - 2) Daily water down and sweep streets, which have heavy volumes of construction vehicles carrying debris and excavated materials.
 - 3) Establish regular cycles and locations for washing trucks, which haul soil from the site.
 - 4) Water down construction sites as needed to suppress dust, during handling of excavation soil or debris or during demolition.
 - b. Burning of wastes on site is prohibited. Remove scrap and waste material and dispose of in accordance with laws, codes, regulations, ordinances and permits.
 - c. Use construction equipment, which has been designed and equipped to prevent or control air pollution in conformance with the regulations of the EPA, state and local authorities. Contractor shall have available evidence of such design and equipment shall be maintained and made available for inspection by Construction Manager.
 - d. Establish and maintain records of the routine maintenance program for internal combustion engine powered vehicles and equipment used on the project. These records shall be held available for inspection by Construction Manager.

2. Solid and Hazardous Waste
 - a. Solid wastes may be disposed of in a number of ways, including reuse on the project, sale for fuel, through controlled incineration, donation to other public private dump sites, either free or for a fee. The method of disposal is restricted according to the classification of the waste material by the CFR 40 - 190 to 399, and by local requirements.
 - b. Hazardous material shall be disposed of in Class I or Class II-1 waste disposal facilities.
 - c. Haul routes for transporting solid or hazardous wastes are subject to the approval of Construction Manager.

V. INSPECTIONS AND OBSERVATIONS

- A. The City Representative or designee will make periodic reviews of the entire site to evaluate the Contractor's performance. The Contractor will, on sole judgment of the City Representative or his designee, make necessary repairs and adjustments required to fulfill the obligations and conditions of the Contract.
- B. Contractor personnel are expected to conduct themselves in a courteous manner, performing their functions with the appropriate professionalism.

VI. MEASUREMENT AND PAYMENT

- A. Payment for all work done in compliance with the Contract Documents, inclusive of furnishing all manpower, equipment, materials, and performance of all operations relative to construction of this project, will be made under Pay Items. Work for which there is not a pay item will be considered incidental to the Contract and no additional compensation will be allowed.
- B. The City reserves the right to modify work as may be necessary, and increase or decrease quantities of Work to be performed, including deduction or cancellation of any one or more of the Pay Items. Changes in the Work shall not be considered as a waiver of any conditions of the Contract nor invalidate any provisions thereof. When changes result in changes in the quantities of the Work to be performed, the Contractor will accept payment according to Contract Unit Prices that appear in the original contract.
- C. The Contractor's attention is again called to the fact that the quotations for the various items of work are intended to establish a total price cost for completing the work in its entirety. Should the Contractor feel that the cost of any item of the work has not been established by the Bid Form, Contractor shall include the cost for the work in some other applicable bid item, so that his proposal for the project does reflect his total price for completing the work in its entirety.
- D. The quantities for payment under this Contract shall be determined by actual measurement and payment of the completed items, in place, ready for service and accepted by the City, in accordance with the applicable method of measurement therefore contained herein. A representative of the Contractor shall witness all field measurements.

- E. Work performed by the Contractor outside the limits of construction shall be at the Contractor's expense.
- F. Invoice Processing
 - 1. Contractor will invoice the City per location. The Contractor shall list the linear feet of work completed per location in the spread sheet provided by the Contractor.
 - 2. Contractor shall submit to the City Representative an invoice for completed work only after a field inspection of work has been jointly verified with representatives of the Contractor and City. The City Representative shall issue a Work Order Acceptance Certificate to the Contractor upon successful verification of the completed work. All Invoices shall be presented to Streets & Stormwater Division 1010 Woods Ave. Orlando, FL 32805, for processing.
- G. Payment of Subcontractors

Final and complete payment will be made on the basis of completion and acceptance by the City of the work performed under the contract and receipt of satisfactory evidence that all payrolls, bills for materials, have been paid in full. Payments of subcontractors shall be made in compliance with §218.735 (6) et sq. Florida Statutes. The existence of any unpaid bills or charges for labor, materials or other supplies used directly by the Contractor or any subcontractor under the contract, shall constitute cause for the City to withhold final payment until said bills or charges are paid.

Bidder's Name: American Grinding Company, LLC**BID PRICE FORM****You are invited to Bid on the following: SIDEWALK INSPECTION AND GRINDING**

The bidder, having carefully examined the specifications and Terms and Conditions herein, proposes to furnish all labor, materials, equipment and other items without exception for the proper execution and completion of the work, and if awarded the contract, to complete the said work within time limits as specified for the following bid prices.

Item No.	Estimated Quantity	Unit	Description	Unit Price	Total
1.	75,000	LF	Seventy Five Thousand Linear Feet	\$ <u>6.45</u>	\$ <u>483,750.⁰⁰</u>

GRAND TOTAL \$ 483,750.⁰⁰Bidder Initials JVV

1. FOB Point Destination
2. Discount Payment Terms (if any): 0 %, if paid within 30 days after receipt of invoice.
3. Is your company willing to accept the VISA ePayable solution for payment of all invoices?
☒ Yes ☐ No
4. Is your company willing to serve as a secondary supplier in the event your company is not selected for primary award? ☒ Yes ☐ No

Recheck your quotations prior to submission. Bids may not be changed after being opened.

BIDDER'S CERTIFICATION FORM:

I have carefully examined the Invitation for Bids, Instructions to bidders, General, Standard and Special Conditions, Specifications, Contract and Acceptance Form and any other documents accompanying or made a part of this Invitation for Bids.

I hereby propose to furnish the goods or services specified in the Invitation for Bids at the prices or rates quoted in my bid. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the bids.

I agree to abide by all conditions of this bid and understand that a background investigation may be conducted by the Orlando Police Department prior to award.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the bidder as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the bid.

I certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a bid for the same product or service. I further certify that no officer, employee or agent of the City of Orlando or of any other Proposer has a financial interest in this bid. I further certify that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

American Grinding Company, LLC
NAME OF BUSINESS

BY: [Signature]
SIGNATURE

Joel Van Veen President
NAME & TITLE, TYPED OR PRINTED

15 Union Ave SE, Suite #100
MAILING ADDRESS

Grand Rapids, MI 49503
CITY, STATE, ZIP CODE

(321) 236-3441
TELEPHONE NUMBER

(888) 556-7344
FAX NUMBER

joel@americangrindingco.com
E-MAIL ADDRESS

State of Florida
County of Orange

Sworn to (or affirmed) and subscribed before me
this 20 day of April, 2018, by
Joel Van Veen

[Signature]
Signature of Notary

Notary Public, State of Florida

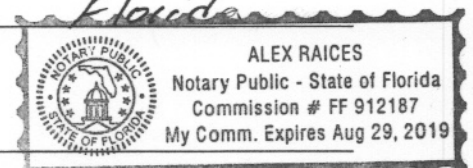
Personally Known

-OR-

Produced Identification

Type: MI DL

Company Tax ID # 45-5068772
(The City only requires Company Tax ID numbers. The City is not requesting individual social security numbers.)



CONTRACT AND ACCEPTANCE FORM FOR SOLICITATION NO. IFB18-0282:

Upon execution of this contract below by the City of Orlando ("City"), the undersigned hereby agrees to provide all goods and services set forth in its bid in response to the above referenced solicitation ("Solicitation") in accordance with, and subject to, all terms, conditions, and provisions of the Solicitation at the prices set forth in the undersigned's bid for the items and work awarded to it by the City. This Contract and Acceptance Form together with the (i) Solicitation, including all addenda, and (ii) the undersigned's bid in response to the Solicitation, including all schedules and forms submitted with the bid, all of which are hereby incorporated herein by this reference, shall constitute the formal written contract between the City and the undersigned.

[Signature]
SIGNATURE

Joel Van Veen President
NAME & TITLE, TYPED OR PRINTED

American Grinding Company, LLC
NAME OF BUSINESS

15 Union Ave SE, Suite #100
MAILING ADDRESS

Grand Rapids, MI 49503
CITY, STATE, ZIP CODE

PHONE: (321) 236-3441

FAX: (888) 556-7344

E-MAIL: joel@americangrindingco.com

State of Florida
County of Orange

Sworn to (or affirmed) and subscribed before me
this 20 day of April, 20 18, by
Joel Van Veen

[Signature]
Signature of Notary

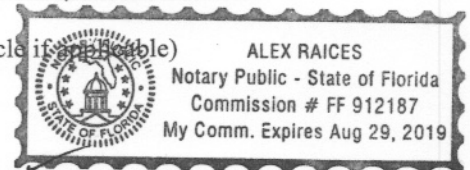
Notary Public, State of Florida

Personally Known (circle if applicable)

-OR-

Produced Identification:

Type of Identification: MIDL

**FOR USE BY THE CITY OF ORLANDO ONLY**

This contract is awarded to the party listed above as a: Primary Supplier: ☒ Secondary Supplier: ☐

This contract is for: All Item Numbers: ☒ or Item Numbers: ☐

INITIAL CONTRACT TERM: 7/31/18 to 7/30/19

ACCEPTANCE:

CITY OF ORLANDO, FLORIDA

By: [Signature]
Chief Procurement Officer

DAVID BILLINGSLEY, CPSM, C.P.M.

Date: June 19, 2018

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Orlando, Florida, only.

[Signature]
Assistant City Attorney
ORLANDO, FLORIDA

Date: June 18, 2018

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: Proclaim December 9, 2022, as Creating a Buzz Through Community Service Day

REQUESTED ACTION: Staff recommends approval.

CONTRACT: Vendor/Entity:
Effective Date: Termination Date:
Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

The Daughters of the American Revolution, Bertha Hereford Hall Chapter, have requested the attached proclamation to celebrate Creating a Buzz Through Community Service Day on December 9, 2022.



Proclamation

WHEREAS, the Daughters of the American Revolution (DAR) wish to celebrate Soldiers Freedom Outdoors, a local non-profit organization dedicated to supporting active-duty and retired military veterans on their journey toward wellness; and,

WHEREAS, Soldiers Freedom Outdoors works to respect, empower, and cherish our military in “Healing the Hidden Wounds of War” through eco and equine therapy; and,

WHEREAS, the organization helps change the lives of many suffering from post-traumatic stress and connects them with the regenerative power of nature; and,

WHEREAS, the DAR wishes to honor the leadership of Dr. Debbie Duay, State Regent of the Florida State Society of the Daughters of the American Revolution, in her mission to raise awareness and provide funding to support the patriotic effort of Soldiers Freedom Outdoors through her State Regent’s Project.

NOW, THEREFORE, BE IT RESOLVED, by the City Commission of the City of Wildwood, Florida, that the 9th day of December 2022, be, and is hereby proclaimed as

“CREATING A BUZZ THROUGH COMMUNITY SERVICE” DAY

We urge all citizens to follow the example of Dr. Duay by embracing community service, as she does on behalf of the over 11,000+ DAR members in the State of Florida. We also commend the Bertha Hereford Hall Chapter for the good work they perform in our own local area, on the eve of their 93rd anniversary.

IN WITNESS WHEREOF, we have PASSED and DULY ADOPTED this 28th day of November 2022.

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

Ed Wolf, Mayor

ATTEST:

Susan Patterson, City Clerk

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: **FY22 Final Budget Amendment**

REQUESTED ACTION: Staff recommends approval.

CONTRACT: Vendor/Entity:
Effective Date: Termination Date:
Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

In preparation for the FY22 year-end close out, a final review has been made of the overall budget. A few areas were identified in need of a final budget amendment. In this final amendment, line items that were significantly over budget were amended. A detailed attachment is included with an explanation for each amendment item.

Florida Statute allows a municipality to adopt a budget amendment up to 60 days following the entity's year-end, therefore we have until the end of November to make final budget amendments.

RESOLUTION NO. R2022-32

A RESOLUTION OF THE CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA, AMENDING THE FISCAL YEAR 2021-2022 BUDGET; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE TERMS AND CONDITIONS OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, at the Final Budget Hearing on September 27, 2021, the City Commission of Wildwood, Sumter County, Florida, adopted Resolution No. R2021-25 approving the annual budget for Fiscal Year 2021-2022; and,

WHEREAS, the 2021-2022 budget was subsequently amended on January 24, 2022 via Resolution No. R2022-4; and,

WHEREAS, it is appropriate to provide for certain transfers, appropriations, and authorizations based upon previous and anticipated expenditures and revenues; and,

WHEREAS, the City Commission has determined that it is necessary to adopt an amendment to the budget to reflect these changes;

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

Section 1. Budget Amendment. The City Commission of the City of Wildwood, Sumter County, Florida, adopts this amendment to the Fiscal Year 2021-2022 budget as shown in Exhibit "A" attached hereto and incorporated by reference.

Section 2. By approval of this Resolution, the City Commission of the City of Wildwood hereby makes the following determinations for all items related to Law Enforcement Impact Fees and Park & Recreation Impact Fees:

1. The expense is for capital facilities or equipment to be used for the purpose of the trust fund; and,
2. The expense is made necessary by the new development construction from which such funds were collected; and,
3. The expense will result in substantial benefit to the new development construction from which said funds were collected.

Section 3. This Resolution shall take effect immediately upon its adoption.

DONE AND RESOLVED this _____ day of _____, 20____, by the City Commission of the City of Wildwood, Florida.

CITY COMMISSION

CITY OF WILDWOOD, FLORIDA

Ed Wolf, Mayor

ATTEST: _____
Susan Patterson, City Clerk

EXHIBIT A

Fund #	Dept #	Account #	Account Description	Debit	Credit
001	581	3010	Transfer to Capital Project Fund	\$7,900,000.00	
001	580	0000	Contingency		\$7,900,000.00

Fund #	Dept #	Account #	Account Description	Debit	Credit
301	382	0010	Transfer from General Fund	\$7,900,000.00	
301	580	9901	Contingency		\$7,900,000.00

Justification for Amendment: This final amendment formalizes the establishment of the new Capital Improvement Project (CIP) Fund along with the annual transfer in support of the capital improvement projects budgeted in the CIP Fund.

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: **FY23 First Budget Amendment**

REQUESTED ACTION: Staff recommends approval.

CONTRACT: Vendor/Entity:
Effective Date: Termination Date:
Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

Staff is recommending a budget amendment for the FY23 budget year. In this first amendment we are establishing a new expenditure account for the Water Department, account 401-533-30-5220 Water Meters. This will be utilized to account for all water meter purchases needed by the Water Department and will provide simpler budget monitoring for this operational expense. The initial budget for this account is coming from reserves, however revenues will be realized as developers pay for their concurrencies through Development Services. Timing differences will likely happen between Developer payment and when the City incurs the meter expense, which is the main reason for using reserves to set up the budget for this line item. In addition, a resolution on this same Commission Agenda will adjust meter pricing for developers to more closely match revenues and expenses in future years.

RESOLUTION NO. R2022-34

A RESOLUTION OF THE CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA, AMENDING THE FISCAL YEAR 2022-2023 BUDGET; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE TERMS AND CONDITIONS OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, at the Final Budget Hearing on September 26, 2022, the City Commission of Wildwood, Sumter County, Florida, adopted Resolution No. R2022-21 approving the annual budget for Fiscal Year 2022-2023; and,

WHEREAS, it is appropriate to provide for certain transfers, appropriations, and authorizations based upon previous and anticipated expenditures and revenues; and,

WHEREAS, the City Commission has determined that it is necessary to adopt an amendment to the budget to reflect these changes;

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

Section 1. Budget Amendment. The City Commission of the City of Wildwood, Sumter County, Florida, adopts this amendment to the Fiscal Year 2022-2023 budget as shown on Exhibit "A" attached hereto and incorporated by reference.

Section 2. By approval of this Resolution, the City Commission of the City of Wildwood hereby makes the following determinations for all items related to Law Enforcement Impact Fees and Park & Recreation Impact Fees:

1. The expense is for capital facilities or equipment to be used for the purpose of the trust fund; and,
2. The expense is made necessary by the new development construction from which such funds were collected; and,
3. The expense will result in substantial benefit to the new development construction from which said funds were collected.

Section 3. This Resolution shall take effect immediately upon its adoption.

DONE AND RESOLVED this ____ day of _____, 20____, by the City Commission of the City of Wildwood, Florida.

**CITY COMMISSION
CITY OF WILDWOOD, FLORIDA**

Ed Wolf, Mayor

ATTEST:

Susan Patterson, City Clerk

EXHIBIT A

Fund #	Dept #	Account #	Account Description	Debit	Credit
401	533	5220	Water Meters	\$310,000.00	
401	580	0000	Contingency		\$310,000.00

Justification for Amendment: This amendment establishes a new expenditure account for water meter purchases for the various developments within the City limits. By creating this account, it will simplify the budget monitoring process and make it easier to identify the water meter needs each year. The initial budget for this account is coming from reserves, however revenues will be realized as developers pay for their concurrencies through Development Services. Timing differences will likely happen between developer payment and when the City incurs the meter expense, which is the main reason for using reserves to setup the budget for this line item. In addition, a resolution on this same Commission Agenda will adjust meter pricing for developers to more closely match revenues and expenses in future years.

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: CP 2203-003 Highfield at Twisted Oaks

REQUESTED ACTION: Special Magistrate recommends approval.

CONTRACT: Vendor/Entity:
Effective Date: Termination Date:
Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

Case #	CP 2203-003 Highfield at Twisted Oaks
Ordinance #	O2022-71
Applicant	Kolter Group Acquisitions, LLC
Owners	Travis & Lydia Lastinger, Allen & Jacqueline Newmons
Property Location	At the northeast corner of the intersection of E C 462 and CR 209
Parcel Number(s)	D30-030, D30-080, D30-031, D30-047 & D30-091
Date	8/15/22

The applicant seeks approval and a favorable recommendation from the City Commission for a Large Scale Comprehensive Plan Amendment to change the Future Land Use designation from Agriculture (Sumter County) to Medium High Density Residential (City) for the parcels listed above on 104.35 acres MOL. This request is accompanied by rezoning request RZ 2203-003.

ANALYSIS: The applicant is proposing to construct a residential development consisting of 374 single-family dwelling units on the site. The applicant submitted the application in March of 2022, when the 2035 Comprehensive Plan was in effect, and has been evaluated based on that Comprehensive Plan. The Medium High Density Residential Future Land Use designation has now become High Density Residential Future Land Use designation in the 2050 Comprehensive Plan. The subject property is located on E C 462, which is classified as a major urban collector roadway maintained by Sumter County. The subject property is also directly north of the Twisted Oaks Planned Development project, which was recently approved.

Residential housing development at the subject property will provide housing close to workplace locations for residents.

The Twisted Oaks Planned Development has a future land use designation of Residential Mixed Use (RMU), which allows 10 dwelling units/acre in the 2050 Comprehensive Plan. However, the approved Planned Development agreement will allow a maximum of 1,260 dwelling units, which is equivalent to 3 dwelling units/acre based on gross density calculations and 4 dwelling units/acre based on net density calculations. The Highfield at Twisted Oaks development will have a future land use designation of High Density Residential, which would allow 15 dwelling units/acre. This development is proposing 374 single-family dwelling units, which is equivalent to 3.5 dwelling units/acre based on gross density calculations. In addition, the development is proposing 176 of those lots to be 40' wide lots, which are allowed in the R-4 zoning district.

Staff believes the proposed amendment should be approved based on the following criteria found in Land Development Regulation (LDR) §1.7(D).

(1) Justification of the proposed amendment has been adequately presented;

The applicant has adequately presented the justification to change the future land use.

(2) The proposed amendment is not inconsistent with the goals, objectives and policies of the comprehensive plan;

The proposed amendment is not inconsistent with the goals, objectives and policies of the Comprehensive Plan. Future Land Use (FLU) Policy 1.1.11 states that the Medium High Density Residential designation includes a mix of residential land uses up to 12 units per acre. Housing Policy 1.1.2 states that the City shall allow a wide range of housing types to accommodate a diversity of housing need. Housing Policy 3.5.1 states that the City shall protect existing residential areas from adjacent conflicting land uses, shall ensure that land use amendment applications result in new land uses that are compatible with existing residential uses and will not contribute to the degradation of residential neighborhoods.

(3) The proposed amendment should not be considered urban sprawl or exemplify an energy inefficient land use pattern;

The proposed amendment is not considered urban sprawl, nor does it exemplify an energy inefficient land use pattern. The recently approved Twisted Oaks Planned Development will extend city water north along CR 209 to serve that project, which is directly south of the proposed Highfield at Twisted Oaks development. A 12" forcemain is located along CR 209 on the east side of the property.

(4) The proposed amendment will not have an adverse effect on environmentally sensitive systems;

Ecological Consulting Solutions, Inc. conducted a listed species survey and an environmental assessment report of the subject property in November and December of 2021. No listed species were observed within the project site. A wetland is located in the northeastern portion of the project site. No recognized environmental conditions were noted at the project site.

(5) The proposed amendment will not adversely affect transportation, potable water, sewer, schools or other public facilities without providing remedies to correct the system or facility.

Transportation: A traffic impact analysis (TIA) is provided by TMC Consultants. The proposed development is expected to generate a total of 3,396 daily trips, 247 AM peak hour trips and 343 PM peak hour trips. The signalized intersections at US 301 and CR 472/CR 216 and CR 466A and Buena Vista Blvd. are projected to operate below the adopted overall LOS at project buildout in 2024. The TIA outlines that CR 462 should be improved with a 405-foot westbound right turn lane at the access driveway (including a 50-foot taper). Retiming of traffic signal controllers will be required for the intersections at US 301 and CR 472/CR 216 and CR 466A and Buena Vista Boulevard.

Access to the subject property is proposed from E C 462 and CR 209. E C 462 is a two-lane undivided Major Urban Collector maintained by Sumter County and operating at an LOS D. CR 209 is a 25 ft. wide minor local road maintained by Sumter County. Sumter County Public Works has accepted the TIA with conditions noted on the TIA report.

Water & Sewer: The subject property is in an expansion area according to the 2019 Utility Master Plan.

City water will be extended north along CR 209 in the future with the Twisted Oaks development and a 12" force main is located on CR 209. The applicant will work with the City Utilities Department at the site plan review stage to connect to water and sewer services.

Schools: The proposed project is expected to generate 105 school age children for the Sumter County School District. The school district has advised there is sufficient capacity available.

Per F.S. Chapter 163.3177(6)(a)9a any amendment to the Future Land Use element shall discourage urban sprawl. The primary indicators that a plan amendment does not discourage urban sprawl are listed below. The evaluation of the presence of these indicators shall consist of an analysis of the plan amendment within the context of features and characteristics unique to each locality in order to determine whether the plan amendment:

(I) Promotes, allows, or designates for development substantial areas of the jurisdiction to develop as low-intensity, low-density, or single-use development or uses.

The Medium High Density Residential designation is intended to be used as a higher density Future Land

Use. Land to the south of the subject property is designated as Residential Mixed Use, has a Planned Development Agreement in place, and is proposed to contain a mix of residential, commercial and light industrial uses. The realignment of E C 462 will also be included in the project south of the subject property. The expansion of city water north along CR 209 will encourage development in this area of the city as more properties annex into the city. Property within one mile of the subject property is being developed as an apartment complex under the High Density Mixed Use future land use designation. Parcels within one mile southwest of the subject property have a Medium Density Residential and Commercial future land use designations.

(II) Promotes, allows, or designates significant amounts of urban development to occur in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development.

The proposed project occurs in an area that is undergoing significant development pressure and an expansion of city utility services. The city has recognized the need to provide a variety of housing types for residents who work in the city to support the development of The Villages®.

(III) Promotes, allows, or designates urban development in radial, strip, isolated, or ribbon patterns generally emanating from existing urban developments.

The proposed plan amendment is not an isolated or strip development. The proposed residential development contains approximately 104 acres of vacant land that will be developed into a residential subdivision and has a depth of 2,000 ft. from E C 462 and 1,400 ft. from CR 209. Other properties in the vicinity of the subject property are approved for residential and commercial development. The residential nature of the proposed project is in character with new proposed residential development in the area.

(IV) Fails to adequately protect and conserve natural resources, such as wetlands, floodplains, native vegetation, environmentally sensitive areas, natural groundwater aquifer recharge areas, lakes, rivers, shorelines, beaches, bays, estuarine systems, and other significant natural systems.

The subject property contains an area in the northeast portion of the subject property classified as Flood Zone A on the FEMA maps. No development is proposed in this area.

(V) Fails to adequately protect adjacent agricultural areas and activities, including silviculture, active agricultural and silvicultural activities, passive agricultural activities, and dormant, unique, and prime farmlands and soils.

The subject property does not have any adjacent agricultural areas. A Girl Scout camp is located to the west. Vacant land and large lot residential is located to the north and east.

(VI) Fails to maximize use of existing public facilities and services.

City water will be extended to the subject property with the planned expansion and development expected to the south of the subject Property. City sewer services are available at the subject property. The project will require 374 ERUs which will be an increase of 112,200 gpd water and 93,500 gpd wastewater. Per the City's 2019 Utility Master Plan, the City's water treatment consolidated system has a capacity of 6.72 MGD and the wastewater facility has an available capacity of 2.25 MGD.

(VII) Fails to maximize use of future public facilities and services.

Any future City public facilities and services located in this area will be available to this proposed development.

(VIII) Allows for land use patterns or timing which disproportionately increase the cost in time, money, and energy of providing and maintaining facilities and services, including roads, potable water, sanitary sewer, stormwater management, law enforcement, education, health care, fire and emergency response, and general government.

Shopping areas are located within one mile of the subject property. General government, fire, emergency response, law enforcement, health care facilities and educational facilities are within 2 miles from the subject property.

(IX) Fails to provide a clear separation between rural and urban uses.

The location of the subject property is in an area of the city that is experiencing development pressure to provide housing for residents who work in the city. Urban uses are expanding to this area with the expansion of city utility services. The subject property is at the western boundary of the city's Joint Planning Area with Sumter County and annexation is not expected to extend west of the subject property, which will allow these rural areas to remain.

(X) Discourages or inhibits infill development or the redevelopment of existing neighborhoods and communities.

Development is beginning to occur in this area of the city. Other development is expected as city utilities are expanded north along CR 209.

(XI) Fails to encourage a functional mix of uses.

While the proposed development is for single family dwelling units, commercial developments are located within 1 mile of the subject property and light industrial development is planned within one mile of the subject property.

(XII) Results in poor accessibility among linked or related land uses.

The accepted TIA grants access to the subject property from E C 462, which will provide a linkage to the new proposed development south of the subject property.

(XIII) Results in the loss of significant amounts of functional open space.

The proposed development will need to follow the City's Design District Standards for a residential development containing 374 dwelling units. The project will need to provide 25% open space. Functional open space will not be reduced.

Per F.S. Chapter 163.3177(6)(a)9b the future land use element or plan amendment shall be determined to discourage the proliferation of urban sprawl if it incorporates a development pattern or urban form that achieves four or more of the following:

(I) Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems.

There is an area in the northeast portion of the subject property that is a wetland classified as Flood Zone A on FEMA maps. No development is proposed in this area and a 25 ft. wetland buffer is shown on the master site plan contained in the TIA.

(II) Promotes the efficient and cost-effective provision or extension of public infrastructure and services.

City water services will be extended to the subject property and city sewer services are currently available at the subject property.

(IV) Promotes conservation of water and energy.

The proposed project will promote the conservation of water and energy. The City's Comprehensive Plan and Design District Standards contain policies and standards that promote energy conservation.

(VI) Preserves open space and natural lands and provides for public open space and recreation needs.

The proposed project will need to provide 25% open space to comply with the City's Design District Standards. The project will need to include five onsite amenities to provide recreational needs.

CONCLUSIONS/RECOMMENDATIONS:

The proposed amendment to the Comprehensive Plan is compatible with the Goals, Policies and Objectives stated in the City of Wildwood Comprehensive Plan. The proposed amendment has been evaluated for the 13 indicators of urban sprawl as listed in F.S. Chapter 163.3177(6)(a)9a and responses are noted above.

The proposed amendment discourages urban sprawl as four of the criteria listed in F.S. Chapter 163.3177(6)(a)9b are met.

A handwritten signature in black ink, reading "Roxann Read". The signature is fluid and cursive, with the first name "Roxann" and last name "Read" clearly distinguishable.

Roxann Read, AICP, CFM
Development Services Assistant Director

ORDINANCE NO. O2022-71

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

WHEREAS, the City of Wildwood, Florida, is proposing to amend the local Comprehensive Plan and Future Land Use Map of said City, to include a land use amendment described as follows, to-wit:

Parcels D30-030, D30-080, D30-031, D30-047 & D30-091
Travis & Lydia Lastinger, Allen & Jacqueline Newmons (Owners)
104.35 Acres +/-

LEGAL DESCRIPTION:

PARCEL 1

SW 1/4 of SW 1/4 of SW 1/4, Section 30, Township 18 South, Range 23 East, LESS Road Right of Way on South and West sides thereof, lying and being in Sumter County, Florida.

PARCEL 2

The South 188.50 feet of the North 1/2 of the Northwest 1/4 of the Southwest 1/4 and the South 1/2 of the Northwest 1/4 of the Southwest 1/4 Less the South 118.03 feet thereof and the Southwest 1/4 of the Northeast 1/4 of the Southwest 1/4 Less the South 118.03 feet thereof in Section 30, Township 18 South, Range 23 East, Sumter County, Florida; subject to road right-of- way, if any, over and across the West side thereof.

PARCEL 3

SE 1/4 of SW 1/4 of SW 1/4 of Section 30, Township 18 South, Range 23 East, Public Records of Sumter County, Florida. LESS AND EXCEPT Road Right-of-way.

PARCEL 4

The South 118.03 feet of the South 1/2 of the Northwest 1/4 of the Southwest 1/4 and the South 118.03 ft of the Southwest 1/4 of the Northeast 1/4 of the Southwest 1/4 and the

North 1/2 of the Southwest 1/4 of the Southwest 1/4 and the West 1/2 of the Northwest 1/4 of the Southeast 1/4 of the Southwest 1/4 of Section 30, Township 18 South, Range 23 East, Public Records of Sumter County, Florida.

PARCEL 5

The NW 1/4 of the NE 1/4 of the SW 1/4 AND the North 1/2 of NW 1/4 of SW 1/4 LESS the South 188.5 feet of the N 1/2 of NW 1/4 of SW 1/4, Section 30, Township 18 South, Range 23 East, Sumter County, Florida.

CONTAINS 104.35 ACRES MOL.

This property is to be reclassified from Agriculture (Sumter County) to Medium High Density Residential (City).

AND WHEREAS, the City is proposing to amend the Future Land Use Map to include the future land use of property that shall pertain and be applicable to said amendment.

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

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

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

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

SECTION 4. This Ordinance shall take effect 31 days after the Department of Economic Opportunity notifies the City that the adoption package has been received and is complete.

DONE AND ORDAINED this ____ day of _____, 2022, by the City Commission of the City of Wildwood, Florida.

**CITY COMMISSION
CITY OF WILDWOOD, FLORIDA**

Ed Wolf, Mayor

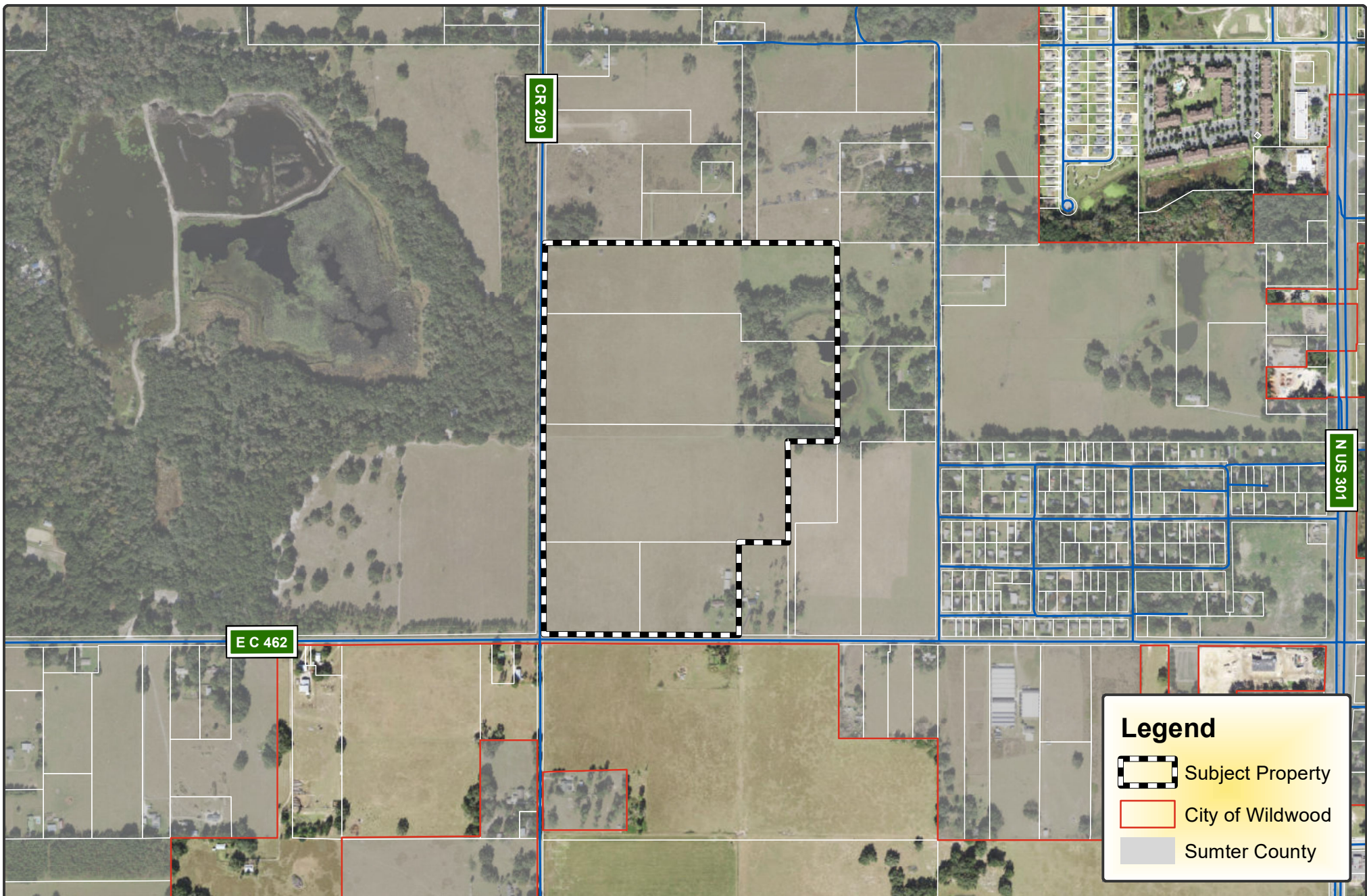
ATTEST: _____
Susan Patterson, City Clerk

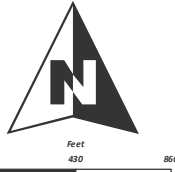
First Reading: _____

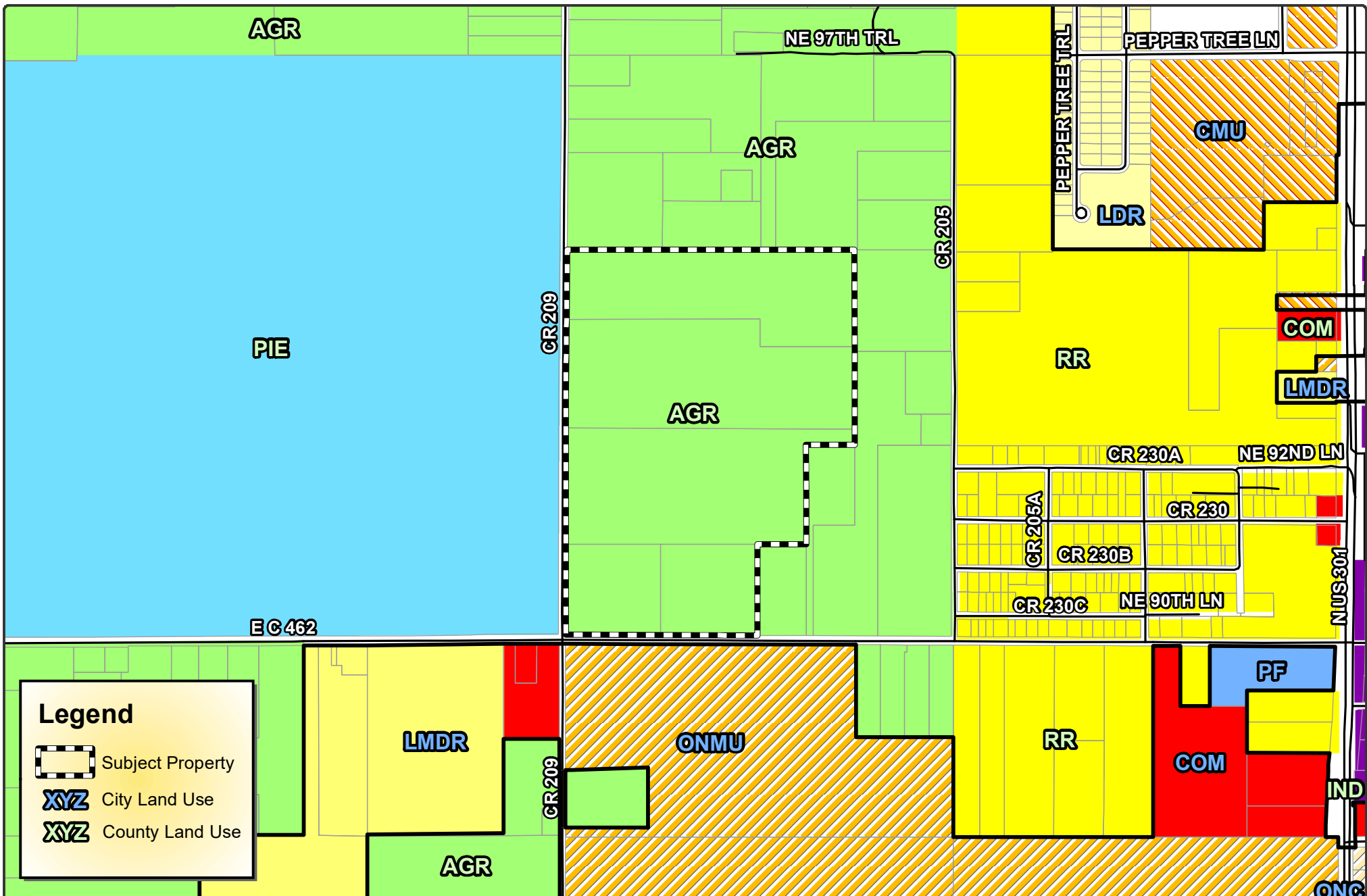
Second Reading: _____

Approved as to form:

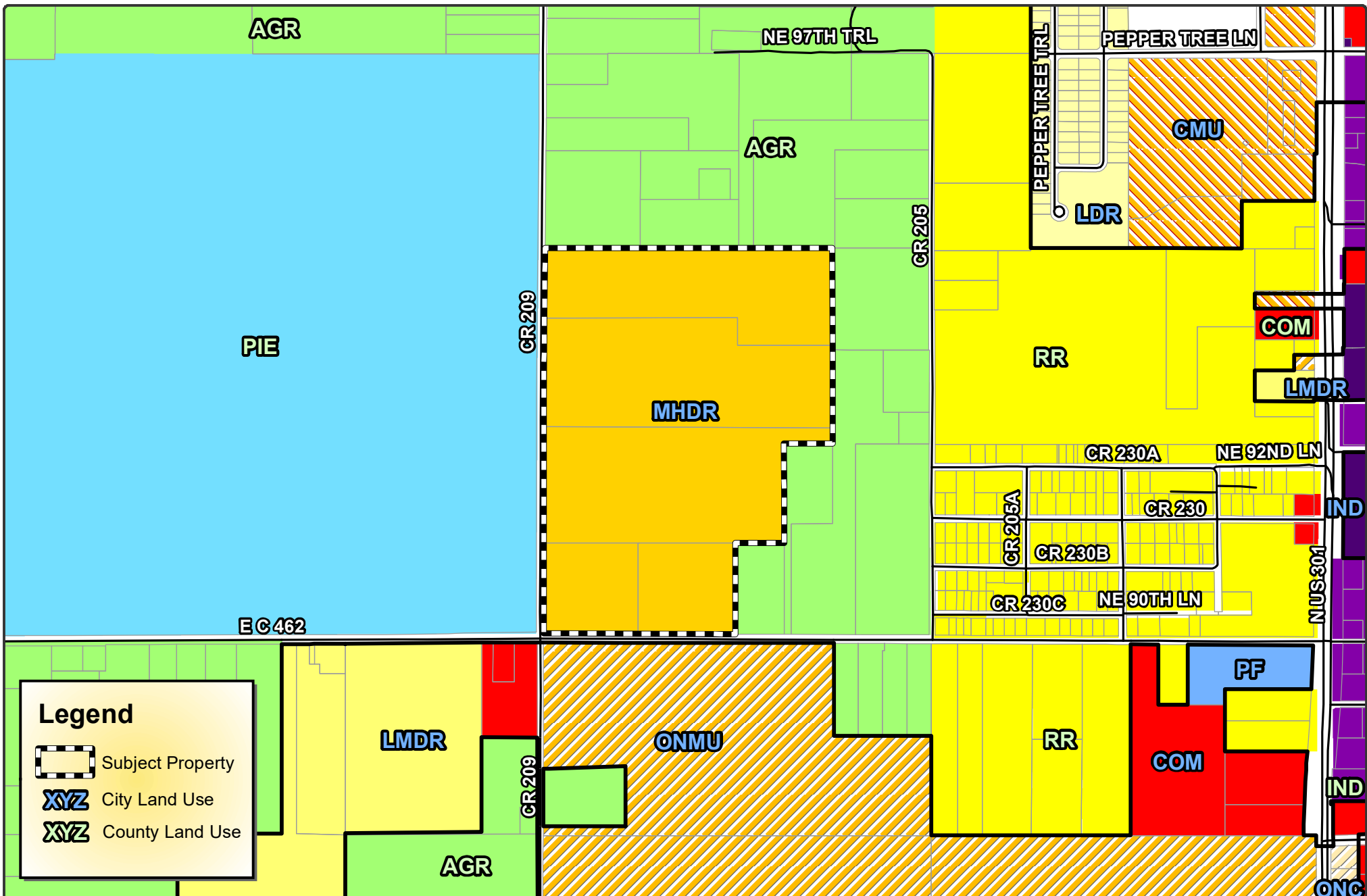
City Attorney



 WILDWOOD FLORIDA	CITY OF WILDWOOD 100 North Main Street Wildwood, FL 34785 Phone: (352) 330-1330 www.wildwood-fl.gov	 Feet 0 430 860	CP 2203-003 / RZ 2203-003 HIGHFIELD AT TWISTED OAKS PARCELS D30-030, D30-031, D30-047, D30-080 & D30-091	MAP 1B LOCATION MAP MARCH 2022
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 WILDWOOD FLORIDA	CITY OF WILDWOOD 100 North Main Street Wildwood, FL 34785 Phone: (352) 330-1330 www.wildwood-fl.gov	 Feet 0 440 880	CP 2203-003 HIGHFIELD AT TWISTED OAKS PARCELS D30-030, D30-031, D30-047, D30-080 & D30-091	MAP 2A EXISTING LAND USE MARCH 2022
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City of Wildwood, Florida
Planning & Zoning Board/Special Magistrate
as Local Planning Agency

The case below was heard on Tuesday, September 6, 2022, by the Special Magistrate. The applicant seeks approval and favorable recommendation from the City of Wildwood Planning and Zoning Board/Special Magistrate as the Local Planning Agency for a Comprehensive Plan amendment to amend the FLU map designation from Agriculture (Sumter County) to Medium High Density Residential – MHDR (City) on 104.35 acres MOL.

Case No: CP 2203-003 Highfield at Twisted Oaks
Applicant: Kolter Group Acquisitions, LLC
Owner: Travis & Lydia Lastinger, Allen & Jacqueline Newmons
Parcel Number: D30-030, D30-031, D30-047, D30-080 & D30-091

Under Land Development Regulation (LDR) § 1.7(C), the Planning and Zoning Board/Special Magistrate as Local Planning Agency has a duty to make a recommendation to the City Commission on all proposed Comprehensive Plan amendments.

Based upon the testimony, evidence, and information presented as to the criteria set forth in LDR § 1.7(D), the Special Magistrate recommends approval of the Comprehensive Plan amendment and gives a favorable recommendation of Ordinance O2022-71 to the City Commission for final determination.

Dated: 09/06/2022



Lindsay C.T. Holt
Special Magistrate City of Wildwood

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: RZ 2203-003 Highfield at Twisted Oaks

REQUESTED ACTION: Staff recommends approval of the rezoning to R-4, pursuant to the execution of restrictive covenants, which the applicant has voluntarily agreed to.

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

Case #	RZ 2203-003 Highfield at Twisted Oaks
Ordinance #	O2022-72
Applicant	Kolter Group Acquisitions, LLC
Owners	Travis & Lydia Lastinger, Allen & Jacqueline Newmons
Property Location	At the northeast corner of the intersection of E C 462 and CR 209
Parcel Number(s)	D30-030, D30-080, D30-031, D30-047 & D30-091
Date	8/15/22

The applicant seeks approval and favorable recommendation from the City Commission for a Zoning Map Amendment to change the zoning district from A10C and RR5C (Sumter County) to R-4 (City) for the parcels listed above on 104.35 acres MOL. This request is accompanied by a concurrent Large Scale Comprehensive Plan amendment CP 2203-003.

Pursuant to Land Development Regulation (LDR) § 3.3(C)(4), staff believes the zoning change to R-4 should be granted based on the following criteria:

(a) Whether the proposed change is consistent with the comprehensive plan;

The proposed rezoning to R-4 is consistent with the proposed Future Land Use Map designation of Medium High Density Residential and the intent of the Comprehensive Plan as stated in FLU Policy 1.1.11 and Housing Policies 1.1.2 and 3.5.1.

(b) The existing land use pattern of the surrounding area;

Property to the south of the subject properties will be developed as a mixed use development and has an approved Planned Development Agreement in place. The city has recognized the need to provide a variety of housing types to support residents in the area who work in The Villages® development. The addition of single family housing at the subject property is appropriate because of the proximity of workplace locations available for residents.

(c) The possibility of adversely affecting public facilities such as schools, utilities, streets, etc;

Schools: The proposed project is expected to generate 105 school age children for the Sumter County School District. The school district has advised there is sufficient capacity available.

Potable Water & Sewer: The subject property is in an expansion area according to the 2019 Utility Master Plan. City water will be extended north along CR 209 in the future with the Twisted Oaks development and a 12" force main is located on CR 209. The applicant will work with the City Utilities Department at the site plan review stage to connect to water and sewer services. The City will also require an easement for utilities along CR 209.

Streets: A traffic impact analysis (TIA) is provided by TMC Consultants. The proposed development is expected to generate a total of 3,396 daily trips, 247 AM peak hour trips and 343 PM peak hour trips. The

signalized intersections at US 301 and CR 472/CR 216 and CR 466A and Buena Vista Blvd. are projected to operate below the adopted overall LOS at project buildout in 2024. The TIA outlines that CR 462 should be improved with a 405-foot westbound right turn lane at the access driveway (including a 50-foot taper). Retiming of traffic signal controllers will be required for the intersections at US 301 and CR 472/CR 216 and CR 466A and Buena Vista Boulevard.

(d) Whether changed or changing conditions make the passage of the proposed amendment necessary;

Development pressure has been occurring in this area of the city to provide additional housing needed for existing and new city residents. This has resulted in changing conditions for this area of the City along with the realignment of E C 462 which will occur immediately south of the subject properties. Additional housing options will serve residents who work in the area.

(e) Whether the proposed change will create or excessively increase traffic congestion or otherwise be a detriment to public safety;

Access to the subject property is proposed from E C 462 and CR 209. E C 462 is a two-lane undivided Major Urban Collector maintained by Sumter County and operating at an LOS D. CR 209 is a 25 ft. wide minor local road maintained by Sumter County. The City will require an easement along CR 209 for possible future road improvements. Sumter County Public Works has accepted the TIA with conditions noted on the TIA report.

(f) Whether the proposed change will be a deterrent to the improvement or development of adjacent property;

The proposed rezoning will not be a deterrent to the improvement or development of adjacent properties. Properties in the vicinity have been developing into a more suburban style over the last few years. Surrounding properties are permitted to develop in accordance with their zoning map designation.

If the rezoning is approved, the applicant will be required to submit a site plan to the City prior to development. The site plan will need to follow requirements established in the City's Land Development Regulations, the Design District Standards, the accepted TIA approved with conditions by Sumter County Public Works as well as any Developer's Agreements that may be needed to ensure proper connection to city utilities.

ZONING DESIGNATION SURROUNDING PROPERTIES	
NORTH	RR5C, A10C, RR1C (COUNTY)
SOUTH	NMU-7 (CITY)
EAST	RR5C, RR1C, A10C (COUNTY)
WEST	RR1C (COUNTY)



Roxann Read, AICP, CFM
Development Services Assistant Director

THIS INSTRUMENT PREPARED BY AND AFTER
RECORDING SHOULD BE RETURNED TO:

SCOTT A. COOKSON, ESQ.
SHUFFIELD, LOWMAN & WILSON, P.A.
1000 LEGION PLACE, SUITE 1700
ORLANDO, FL 32801
407-581-9800

DECLARATION OF DENSITY RESTRICTION

THIS DECLARATION OF DENSITY RESTRICTION ("Declaration") is made this ____ day of _____, 2022 (the "Effective Date") by TRAVIS LASTINGER AND LYDIA LASTINGER, husband and wife, and ALLEN NEWMONS AND JACQUELINE NEWMONS, husband and wife (collectively, "Declarant").

WITNESSETH:

WHEREAS, Declarant owns the real property described on Exhibit "A" attached hereto and incorporated herein by reference (the "Property"), and is conveying the Property to KOLTER GROUP ACQUISITIONS LLC, a Florida limited liability company (or its assignee, "Buyer"); and

WHEREAS, prior to conveying the Property to the Buyer, Declarant desires to ensure that the Property is developed for no more than three hundred and ninety-four (394) residential units for a period of thirty (30) years from the Effective Date, and is therefore recording this Declaration for the purpose of imposing such use restriction on the Property.

NOW, THEREFORE, in consideration of the premises, TEN DOLLARS (\$10.00) and other good and valuable consideration, Declarant does hereby declare that the Property shall be held, owned, sold, conveyed and used in accordance with the following restriction:

1. **Density Restriction.** The Property shall not be developed for more than three hundred and ninety-four (394) residential units (the "**Density Restriction**") without the prior consent of the City of Wildwood, Florida (the "**City**"). By execution of the Joinder hereto, Buyer agrees to accept title to the Property subject to the terms of this Declaration, and to comply with the provisions hereof.

2. **Homesites.** So as not to constitute and encumbrance to title on platted lots, as to any portion of the Property that is platted and upon which a home is constructed (a "**Homesite**"), this Declaration shall automatically expire and terminate as to such Homesite upon the closing of the sale of the Homesite, and recording of a deed of the Homesite, to a third party buyer.

3. **Enforcement and Remedies.** The Density Restriction shall be effective upon the Effective Date and shall run with the title to Property, as a burden thereon. This Declaration shall be binding upon the Property, and inure to the benefit of City, and the City shall have the right to

enforce this Declaration. Irreparable harm will result to City by reason of any breach of the covenants and restrictions set forth in this Declaration, and, therefore, the City shall be entitled to relief by way of injunction or specific performance to enforce the provisions of this Declaration, as well as actual damages. In no event shall the City be entitled to consequential, punitive, speculative, or exemplary damages. The failure of the City, in any one or more instances, to insist upon compliance with any of the terms and conditions of this Declaration, or to exercise any right or privilege conferred in this Declaration, shall not constitute or be construed as the waiver of such or any similar restriction, right, option, or privilege, but the same shall continue and remain in full force and effect as if no such forbearance had occurred. All costs and expenses incurred in any action to enforce this Declaration, inclusive of attorneys' fees and costs (whether or not litigation has instituted), shall be paid to the prevailing party by the non-prevailing party.

4. **Severability**. If any term or provision of this Declaration, or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Declaration, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

5. **Governing Law**. This Declaration shall be governed, construed and enforced in accordance with the laws of the State of Florida.

6. **Miscellaneous**. Time is of the essence with respect to all provisions of this Declaration. The captions of this Declaration are for convenience only, are not a part of this Declaration, and do not in any way limit or amplify the terms and provisions hereof. This Declaration may only be amended by a written instrument signed by the Declarant and the then fee simple owner of the Property (but excluding the then owners of any Homesites), and recorded in the Public Records of Sumter County, Florida.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, these presents have been executed by the duly authorized officer of Declarant on the day and year first above written.

Signed and delivered in the presence of:

DECLARANT:

Print Name: _____

By: _____
TRAVIS LASTINGER

Print Name: _____

By: _____
LYDIA LASTINGER

Print Name: _____

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2022, by **TRAVIS LASTINGER AND LYDIA LASTINGER** who ☐ are personally known to me or ☐ produced the following as identification: _____.

(NOTARIAL SEAL)

NOTARY PUBLIC
Print name: _____
My Commission expires: _____

Signed and delivered in the presence of:

Print Name: _____

By: _____
ALLEN NEWMONS

Print Name: _____

By: _____
JACQUELINE NEWMONS

Print Name: _____

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2022, by **ALLEN NEWMONS AND JACQUELINE NEWMONS** who ☐ are personally known to me or ☐ produced the following as identification: _____.

(NOTARIAL SEAL)

NOTARY PUBLIC
Print name: _____
My Commission expires: _____

JOINDER

Buyer hereby joins in and consents to this Declaration. Buyer shall accept title to the Property subject to this Declaration and agrees to comply with the terms hereof.

Signed and delivered in the presence of: BUYER

KOLTER GROUP ACQUISITIONS LLC,
a Florida limited liability company

Print Name: _____

By: _____
Name: _____
Title: _____

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2022, by _____, as _____ of **KOLTER GROUP ACQUISITIONS LLC**, a Florida limited liability company, on behalf of the company, who ☐ is personally known to me or ☐ produced the following as identification: _____.

(NOTARIAL SEAL)

NOTARY PUBLIC
Print name: _____
My Commission expires: _____

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTY

PARCEL 1

SW 1/4 of SW 1/4 of SW 1/4, Section 30, Township 18 South, Range 23 East, LESS Road Right of Way on South and West sides thereof, lying and being in Sumter County, Florida.

PARCEL 2

The South 188.50 feet of the North 1/2 of the Northwest 1/4 of the Southwest 1/4 and the South 1/2 of the Northwest 1/4 of the Southwest 1/4 Less the South 118.03 feet thereof and the Southwest 1/4 of the Northeast 1/4 of the Southwest 1/4 Less the South 118.03 feet thereof in Section 30, Township 18 South, Range 23 East, Sumter County, Florida; subject to road right-of- way, if any, over and across the West side thereof.

PARCEL 3

SE 1/4 of SW 1/4 of SW 1/4 of Section 30, Township 18 South, Range 23 East, Public Records of Sumter County, Florida. LESS AND EXCEPT Road Right-of-way.

PARCEL 4

The South 118.03 feet of the South 1/2 of the Northwest 1/4 of the Southwest 1/4 and the South 118.03 ft of the Southwest 1/4 of the Northeast 1/4 of the Southwest 1/4 and the North 1/2 of the Southwest 1/4 of the Southwest 1/4 and the West 1/2 of the Northwest 1/4 of the Southeast 1/4 of the Southwest 1/4 of Section 30, Township 18 South, Range 23 East, Public Records of Sumter County, Florida.

PARCEL 5

The NW 1/4 of the NE 1/4 of the SW 1/4 AND the North 1/2 of NW 1/4 of SW 1/4 LESS the South 188.5 feet of the N 1/2 of NW 1/4 of SW 1/4, Section 30, Township 18 South, Range 23 East, Sumter County, Florida.

ORDINANCE NO. O2022-72

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA;
PROPOSING A ZONING MAP AMENDMENT TO THE
OFFICIAL ZONING MAP IN ACCORDANCE WITH
SECTIONS 3.2 AND 3.3 OF THE LAND DEVELOPMENT
REGULATIONS; PROVIDING FOR CODIFICATION;
PROVIDING FOR CONFLICT; PROVIDING FOR
SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE
DATE.

WHEREAS, the City of Wildwood, Florida, is proposing to amend the Official Zoning Map of said City, to include a rezoning of real property described as follows, to-wit:

Parcels D30-030, D30-080, D30-031, D30-047 & D30-091
Travis & Lydia Lastinger, Allen & Jacqueline Newmons (Owners)
104.35 Acres +/-

LEGAL DESCRIPTION:

PARCEL 1

SW 1/4 of SW 1/4 of SW 1/4, Section 30, Township 18 South, Range 23 East, LESS Road Right of Way on South and West sides thereof, lying and being in Sumter County, Florida.

PARCEL 2

The South 188.50 feet of the North 1/2 of the Northwest 1/4 of the Southwest 1/4 and the South 1/2 of the Northwest 1/4 of the Southwest 1/4 Less the South 118.03 feet thereof and the Southwest 1/4 of the Northeast 1/4 of the Southwest 1/4 Less the South 118.03 feet thereof in Section 30, Township 18 South, Range 23 East, Sumter County, Florida; subject to road right-of- way, if any, over and across the West side thereof.

PARCEL 3

SE 1/4 of SW 1/4 of SW 1/4 of Section 30, Township 18 South, Range 23 East, Public Records of Sumter County, Florida. LESS AND EXCEPT Road Right-of-way.

PARCEL 4

The South 118.03 feet of the South 1/2 of the Northwest 1/4 of the Southwest 1/4 and the South 118.03 ft of the Southwest 1/4 of the Northeast 1/4 of the Southwest 1/4 and the North 1/2 of the Southwest 1/4 of the Southwest 1/4 and the West 1/2 of the Northwest 1/4 of the Southeast 1/4 of the Southwest 1/4 of Section 30, Township 18 South, Range 23 East, Public Records of Sumter County, Florida.

PARCEL 5

The NW 1/4 of the NE 1/4 of the SW 1/4 AND the North 1/2 of NW 1/4 of SW 1/4 LESS the South 188.5 feet of the N 1/2 of NW 1/4 of SW 1/4, Section 30, Township 18 South, Range 23 East, Sumter County, Florida.

CONTAINS 104.35 ACRES MOL.

This property is to be reclassified from A10C and RR5C (Sumter County) to R-4 (City).

WHEREAS, Owner has voluntarily proffered and agreed to restrict the number of residential units to a maximum of three hundred and ninety-four (394) residential units to be developed on the property and has agreed to record a restrictive covenant against the property to that effect prior to the sale or development of the property; and

WHEREAS, the City Commission finds that the voluntary limitation on the number of residential units serves to further the public interest; and

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

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

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

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

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

SECTION 4. This Ordinance shall take effect 31 days after its final reading by the City Commission of the City of Wildwood.

DONE AND ORDAINED this _____ day of _____, 2022, by the City Commission of the City of Wildwood, Florida.

CITY COMMISSION

CITY OF WILDWOOD, FLORIDA

Ed Wolf, Mayor

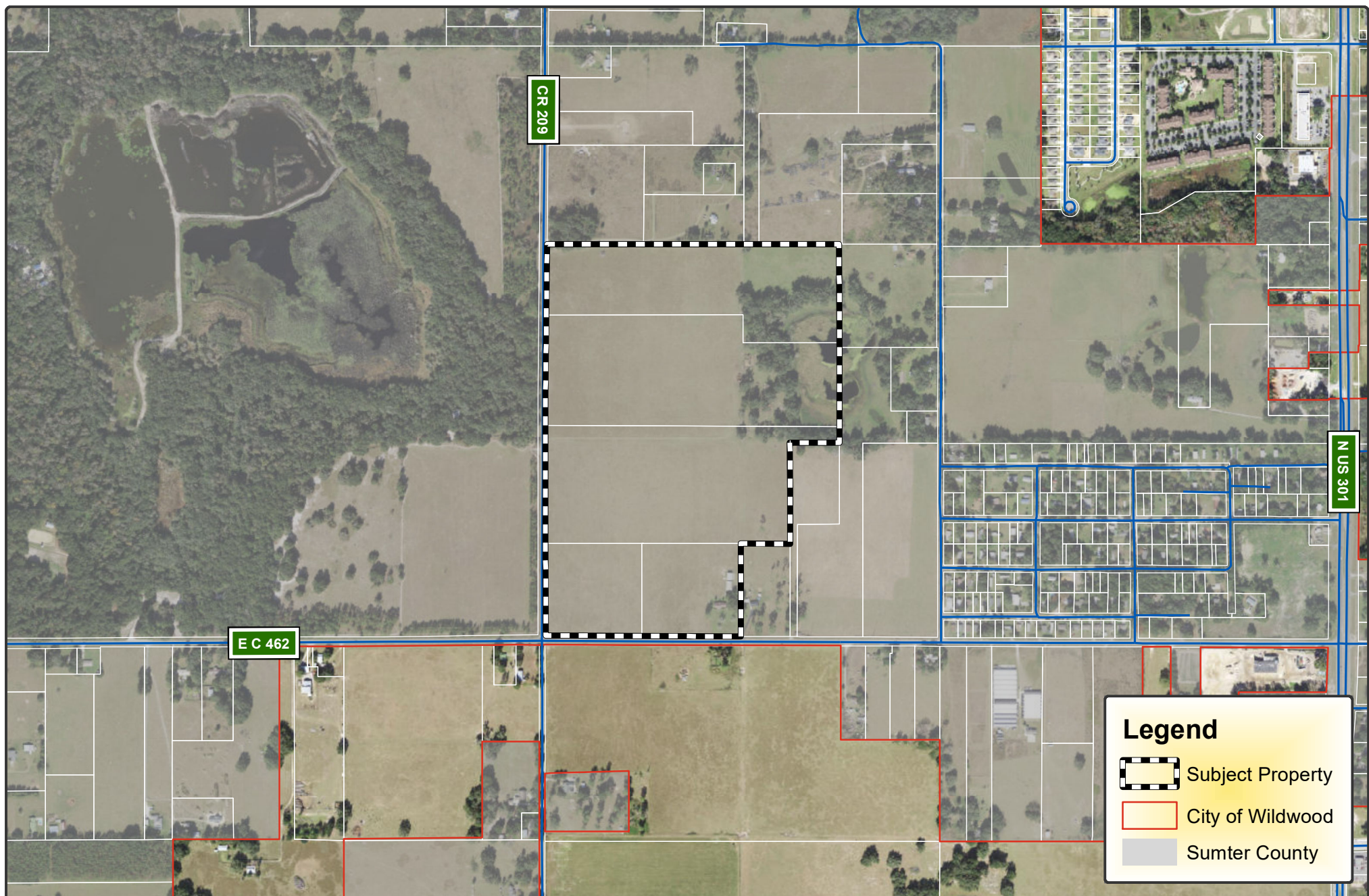
ATTEST: _____
Susan Patterson, City Clerk

First Reading: _____

Second Reading: _____

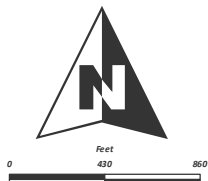
Approved as to form:

City Attorney



**CITY OF
WILDWOOD**

100 North Main Street
Wildwood, FL 34785
Phone: (352) 330-1330
www.wildwood-fl.gov



CP 2203-003 / RZ 2203-003

HIGHFIELD AT TWISTED OAKS

PARCELS D30-030, D30-031, D30-047, D30-080 & D30-091

MAP 1B

**LOCATION
MAP**

**MARCH
2022**

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

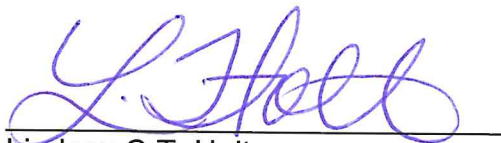
The case below was heard on Tuesday, September 6, 2022, by the Special Magistrate. The applicant seeks approval and favorable recommendation from the City of Wildwood Planning and Zoning Board/Special Magistrate for a Zoning Map Amendment to change the zoning district from A10C and RR5C (Sumter County) to R-4 (City) on 104.35 acres MOL.

Case No: RZ 2203-003 Highfield at Twisted Oaks
Applicant: Kolter Group Acquisitions, LLC
Owner: Travis & Lydia Lastinger, Allen & Jacqueline Newmons
Parcel Numbers: D30-030, D30-031, D30-047, D30-080 & D30-091

Under Land Development Regulation (LDR) § 1.7(C), the Planning and Zoning Board/Special Magistrate has a duty to make a recommendation to the City Commission on all proposed Zoning Map amendments.

Based upon the testimony, evidence, and information presented as to the criteria set forth in LDR § 1.7(D), the Special Magistrate recommends approval of the Zoning Map amendment and gives a favorable recommendation of Ordinance O2022-72 to the City Commission for final determination.

Dated: 09/06/2022



Lindsay C.T. Holt
Special Magistrate City of Wildwood

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: CP 2110-002 One Hundred Oaks

REQUESTED ACTION: Special Magistrate recommends approval.

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

Case No:	CP 2110-002 One Hundred Oaks
Ordinance No:	O2022-76
Parcel Number(s):	G19-011, G19-020 & G30-048
Property Location:	The subject property is generally located on the west side of N US 301, approximately 1.27 miles south of Florida's Turnpike and .22 miles north of NE 37 th Place
Owner:	One Hundred Oaks, LLC
Applicant:	Kolter Group Acquisitions, LLC

The applicant seeks approval from the City Commission for a Large Scale Comprehensive Plan Amendment to change the Future Land Use from Industrial and Low Density Residential to Medium Density Residential (MDR) for parcels G19-011, G19-020 and G30-048, on 118.92 acres MOL. This request is accompanied by rezoning request RZ 2110-002 (O2022-77).

ANALYSIS: The applicant is proposing a residential mixed-use development consisting of 407 dwelling units. Mixed-use development is encouraged in the City to serve existing as well as new residents. FLU Policy 1.1.10 in the 2035 Comprehensive Plan, states that the Medium Density Residential designation includes a mix of residential land uses up to 9 unit per acre.

Staff believes the proposed amendment should be granted based on the following criteria found in Land Development Regulation (LDR) §1.7(D).

(1) Justification of the proposed amendment has been adequately presented: The applicant has submitted a justification narrative that has adequately presented the change of the future land use from Industrial and Low Density Residential to Medium Density Residential (MDR).

(2) The proposed amendment is not inconsistent with the goals, objectives and policies of the comprehensive plan;

The proposed amendment is not inconsistent with the goals, objectives and policies of the comprehensive plan. Future Land Use (FLU) Policy 1.1.10 states that the Medium Density Residential designation is intended to provide for a mix of residential land uses, with a

maximum density of up to 9 dwelling units per acre. Housing Policy 1.1.2 states the City shall allow a wide range of housing types to accommodate a diversity of housing needs.

(3) The proposed amendment should not be considered urban sprawl or exemplify an energy inefficient land use pattern;

The proposed amendment is not considered urban sprawl, nor does it exemplify an energy inefficient land use pattern. City water is available to the subject property on the east side of N. US 301. City sewer is approximately 1.5 miles north of the subject property, north of Florida's Turnpike. The applicant will need to work with the City to bring sewer to the development. To the northeast of the project is The Villages® development and to the south is an industrial park.

(4) The proposed amendment will not have an adverse effect on environmentally sensitive systems;

An environmental assessment was conducted on the subject property by Bio-Tech Consulting Inc. in November 2020. The subject project is not in a flood zone. The existence of gopher tortoises were found on the subject property. A full survey of the property is recommended prior to any development of the site. Florida Fish and Wildlife Conservation Commission permits will be required.

(5) The proposed amendment will not adversely affect transportation, potable water, sewer, schools or other public facilities without providing remedies to correct the system or facility.

Transportation: The applicant has submitted a traffic study completed by Traffic & Mobility Consultants (TMC) in May 2022. The project's proposed access at this time is expected to be from N US 301. Morning peak trips are 302 and evening peak trips are 302. The traffic analysis has been sent to Sumter County Public Works and has been accepted with conditions.

Potable Water & Sewer: There is an existing 12" water main on the east side of N US 301. Sewer lines are located north of Florida's Turnpike. The One Hundred Oaks project is projected to use 123,300 gpd water and 102,750 gpd wastewater. The City's 2019 Utility Master Plan indicates the water capacity is 6.7 million gpd and the City's permitted wastewater capacity is 3.55 MGD. The owner will need to work with the City to service the property with utilities.

Schools: The proposed project is expected to generate 133 school age children in the Sumter County School District. Sumter County School Board has indicated there is sufficient capacity.

Per F.S. Chapter 163.3177(6)(a)9a any amendment to the Future Land Use element shall discourage urban sprawl. The primary indicators that a plan amendment does not discourage urban sprawl are listed below. The evaluation of the presence of these indicators shall consist of an analysis of the plan amendment within the context of features and characteristics unique to each locality in order to determine whether the plan amendment:

(I) Promotes, allows, or designates for development substantial areas of the jurisdiction to develop as low-intensity, low-density, or single-use development or uses.

The Medium Density Residential designation is intended to be used as a medium density

Future Land Use that allows a mix of residential units. Land to the west of the subject property is designated as Low Density Residential (City) and land to the east is designated as Agriculture (Sumter County). The location of a Medium Density Residential designation will serve as a transition between these two land uses on adjacent property.

(II) Promotes, allows, or designates significant amounts of urban development to occur in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development.

The proposed plan amendment is in an area of the city experiencing increased development interest. High density developments are located within one mile of the subject property to the northeast, and south.

(III) Promotes, allows, or designates urban development in radial, strip, isolated, or ribbon patterns generally emanating from existing urban developments.

The proposed plan amendment is not an isolated or strip development. The proposed development has a depth of 2590 ft from the N US 301 right-of-way. The mixed use nature of the proposed development is in character with development in the surrounding area that consists of residential, commercial and industrial.

(IV) Fails to adequately protect and conserve natural resources, such as wetlands, floodplains, native vegetation, environmentally sensitive areas, natural groundwater aquifer recharge areas, lakes, rivers, shorelines, beaches, bays, estuarine systems, and other significant natural systems.

Wetlands and surface waters have been identified on the property. Portions of the property are in flood zone A. The property owner will need to work with FEMA if development is proposed in the flood zone areas. The project is required to obtain an Environmental Resource Permit (ERP) from Southwest Florida Water Management District (SWFWMD) for all wetland and/or other surface water impacts (both direct and secondary). Permitting may also be required for some of the project's wetland impacts by the US Army Corps of Engineers (USACOE). An Approved Jurisdictional Determination (AJD) is recommended to be obtained from USACOE to confirm whether the on-site wetlands are jurisdictional Waters of the United States (WOTUS) or exhibit a connection to "navigable waters of the United States." As with the SWFWMD, it is anticipated that all impacts to the project's wetland/surface water communities would be permissible by the USACOE as long as the issues of elimination and reduction of impacts have been addressed and as long as the mitigation offered is sufficient to offset the functional losses incurred via the proposed impacts. Coordination with the USFWS will be necessary as part of the permitting process.

(V) Fails to adequately protect adjacent agricultural areas and activities, including silviculture, active agricultural and silvicultural activities, passive agricultural activities, and dormant, unique, and prime farmlands and soils.

The subject property does not have any adjacent agricultural areas. Interest has been shown in developing the parcels to the north as a mixed used development.

(VI) Fails to maximize use of existing public facilities and services.

City water is available on the east side of N US 301. Sewer lines are located north of Florida's Turnpike. The project will work with the City to service the property with utilities.

(VII) Fails to maximize use of future public facilities and services.

Any future City public facilities and services located in this area will be available to this proposed development.

(VIII) Allows for land use patterns or timing which disproportionately increase the cost in time, money, and energy of providing and maintaining facilities and services, including roads, potable water, sanitary sewer, stormwater management, law enforcement, education, health care, fire and emergency response, and general government.

Shopping areas, schools, city hall, fire and emergency services are located within three miles of the subject property. The City's law enforcement facility is located approximately five miles from the subject property.

(IX) Fails to provide a clear separation between rural and urban uses.

The proposed development on the subject property will serve as a transitional use development between rural and urban uses in the immediate area.

(X) Discourages or inhibits infill development or the redevelopment of existing neighborhoods and communities.

Development has started to increase in the area along N US 301. The mixed-use development proposed can be considered infill development as residential, commercial and industrial uses currently exist to the northeast and south of the subject property.

(XI) Fails to encourage a functional mix of uses.

The proposed development is projected to be a mix of residential dwelling types. These uses will serve residents in the development as well as residents in the surrounding area.

(XII) Results in poor accessibility among linked or related land uses.

Access to the project is proposed from N US 301. The Planned Development Agreement will encourage linkages to adjacent property in preparation for future development.

(XIII) Results in the loss of significant amounts of functional open space.

Functional open space will not be reduced. The Medium Density Residential designation and R-3 zoning, requires the development follow the open space requirement in the Design District Standards. For Development of 301 or more units, the open space requirement is 25%. The Planned Development Agreement will ensure that open space is preserved.

Per F.S. Chapter 163.3177(6)(a)9b the future land use element or plan amendment shall be determined to discourage the proliferation of urban sprawl if it incorporates a development pattern or urban form that achieves four or more of the following:

(II) Promotes the efficient and cost-effective provision or extension of public infrastructure and services.

City water is available on the east side of N US 301. Sewer lines are located north of Florida's Turnpike. The project will work with the City to service the property with utilities.

(IV) Promotes conservation of water and energy.

The proposed project will promote the conservation of water and energy. The City's Comprehensive Plan contain policies and standards that promote energy conservation. The Planned Development Agreement will also encourage conservation of water and energy.

(VI) Preserves open space and natural lands and provides for public open space and recreation needs.

The proposed project will need to provide a minimum of 25% open space to comply with the City's Land Development Regulations requirements for the R-3 zoning. The required Planned Development Agreement will also ensure that public open space, natural lands and recreation needs are preserved.

(VII) Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area.

The proposed mixed-use project will contribute to the balance of land uses along N US 301. Including commercial uses in the project will serve residents in the surrounding area.

CONCLUSIONS/RECOMMENDATIONS:

The proposed amendment to the Comprehensive Plan is compatible with the Goals, Policies and Objectives stated in the City of Wildwood Comprehensive Plan. The proposed amendment has been evaluated for the 13 indicators of urban sprawl as listed in F.S. Chapter 163.3177(6)(a)9a and responses are noted above. The proposed amendment discourages urban sprawl as at least four of the criteria listed in F.S. Chapter 163.3177(6)(a)9b are met.

DATED: 11/17/2022

A handwritten signature in cursive script that reads "Terri O'Neal".

Terri O'Neal
Planning Manager, Development Services

Exemption

[Choose File](#) No file chosen

Applicants can submit an exemption due to a development generating less than 50 average daily trips, as per the Trip Generation Manual, latest edition, as published by the Institute of Transportation Engineers (ITE).

Please submit your Methodology Statement

[Choose File](#) No file chosen

Please submit your TIA

21236.2 100 Oaks at Wildwood TIA v1.1 e-SS
071522.pdf

**Date of Methodology
Acceptance by County**

2/11/2022

Applicable Jurisdiction

Please check the applicable Jurisdiction:

- ☐ City of Bushnell
- ☐ City of Center Hill
- ☐ City of Coleman
- ☒ City of Wildwood
- ☐ Unincorporated Sumter County

Link

[FDOT Systems Implementation Office](#)

Link

[FDOT Roadway Design - Florida Greenbook](#)

Link

[Lake-Sumter MPO](#)

Link

[FDOT Traffic Information](#)

Sumter County Traffic Impact Analysis (TIA) Acceptance with Comments:

- The phrase (as discussed with the County) found under 1.0 Introduction should be replaced with Florida Department of Transportation (FDOT). US 301 is not a County roadway.
 - o It should be noted that the methodology provided in the appendix includes a roundabout at the access driveway, which has been updated to a full access as discussed with the County.
- All proposed capacity improvements on US 301 shall be coordinated with the maintaining agency (FDOT).
- The Florida Department of Transportation (FDOT) recently advertised FPN 430132-1 SR 35 (US 301) FROM CR 470 TO SR 44 with final vendor selection set for August 15, 2022. Any interim improvements at the intersection of US 301 and Warm Springs Avenue should be determined by, and discussed with, the Florida Department of Transportation during the design process. Sumter County will not require a proportionate fair share contribution for the recommended improvements.

Steven Cohoon

Digitally signed by Steven Cohoon
DN: cn=Steven Cohoon, o, ou,
email=steven.cohoon@sumtercountyfl.gov, c=US
Date: 2022.07.25 14:25:10 -04'00'

ORDINANCE NO. O2022-76

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

WHEREAS, the City of Wildwood, Florida, is proposing to amend the local Comprehensive Plan and Future Land Use Map of said City, to include a land use amendment described as follows, to-wit:

G19-011, G19-020 & G30-048 Parcels
One Hundred Oaks, LLC & Mildred O'Dell Trustee (Owner)
118.92 Acres +/-

LEGAL DESCRIPTION:

The Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 19, Township 19 South, Range 23 East, Sumter County Florida. Less and Except that part thereof described as follows: Begin at the Northeast corner of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 19 and run South to the Southeast corner thereof: thence West to the Southwest corner of said Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$: thence Northeasterly along a diagonal line to the Point of Beginning.

AND

The South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$, less right of way for U.S. Highway No. 301, and less the South 136 feet of the East 1100 feet thereof, SECTION 19, TOWNSHIP 19 SOUTH, RANGE 23 EAST, lying and being in Sumter County, Florida.

AND

The North $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, less the right of way for U.S. Highway No. 301, and Less the East 1100 feet thereof, SECTION 30, TOWNSHIP 19 SOUTH, RANGE 23 EAST, lying and being in Sumter County, Florida.

Containing 118.92 acres MOL.

This property is to be reclassified from LDR (City) to MDR (City).

AND WHEREAS, the City is proposing to amend the Future Land Use Map to include the future land use of property that shall pertain and be applicable to said amendment.

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

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

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

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

SECTION 4. This Ordinance shall take effect 31 days after its final reading by the City Commission of the City of Wildwood.

DONE AND ORDAINED this _____ day of _____, 2022, by the City Commission of the City of Wildwood, Florida.

CITY COMMISSION

CITY OF WILDWOOD, FLORIDA

Ed Wolf, Mayor

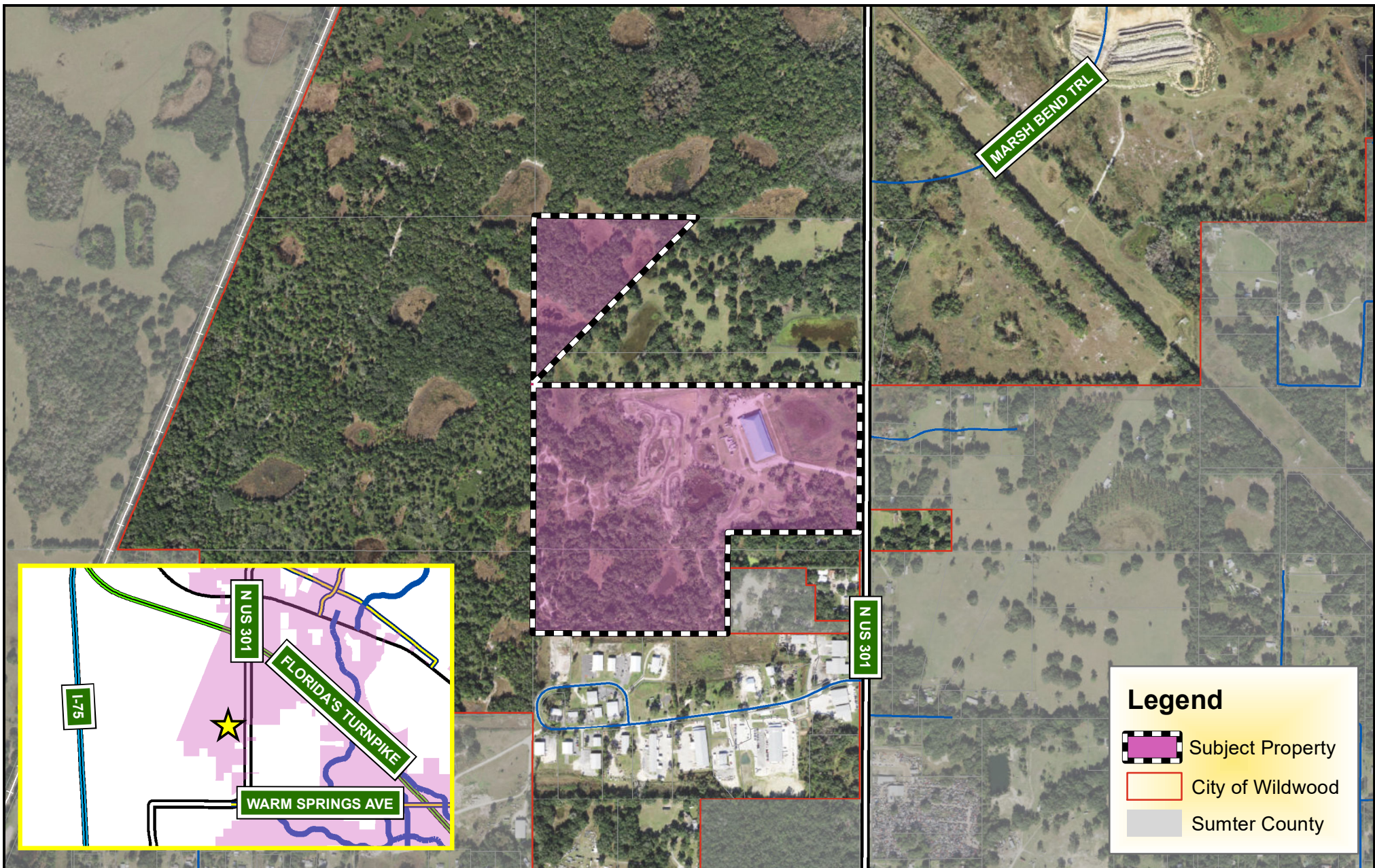
ATTEST: _____
Susan Patterson, City Clerk

First Reading: _____

Second Reading: _____

Approved as to form:

City Attorney



CITY OF WILDWOOD

100 North Main Street
Wildwood, FL 34785
Phone: (352) 330-1330
www.wildwood-fl.gov



Feet
0 660 1,320

LOCATION MAP

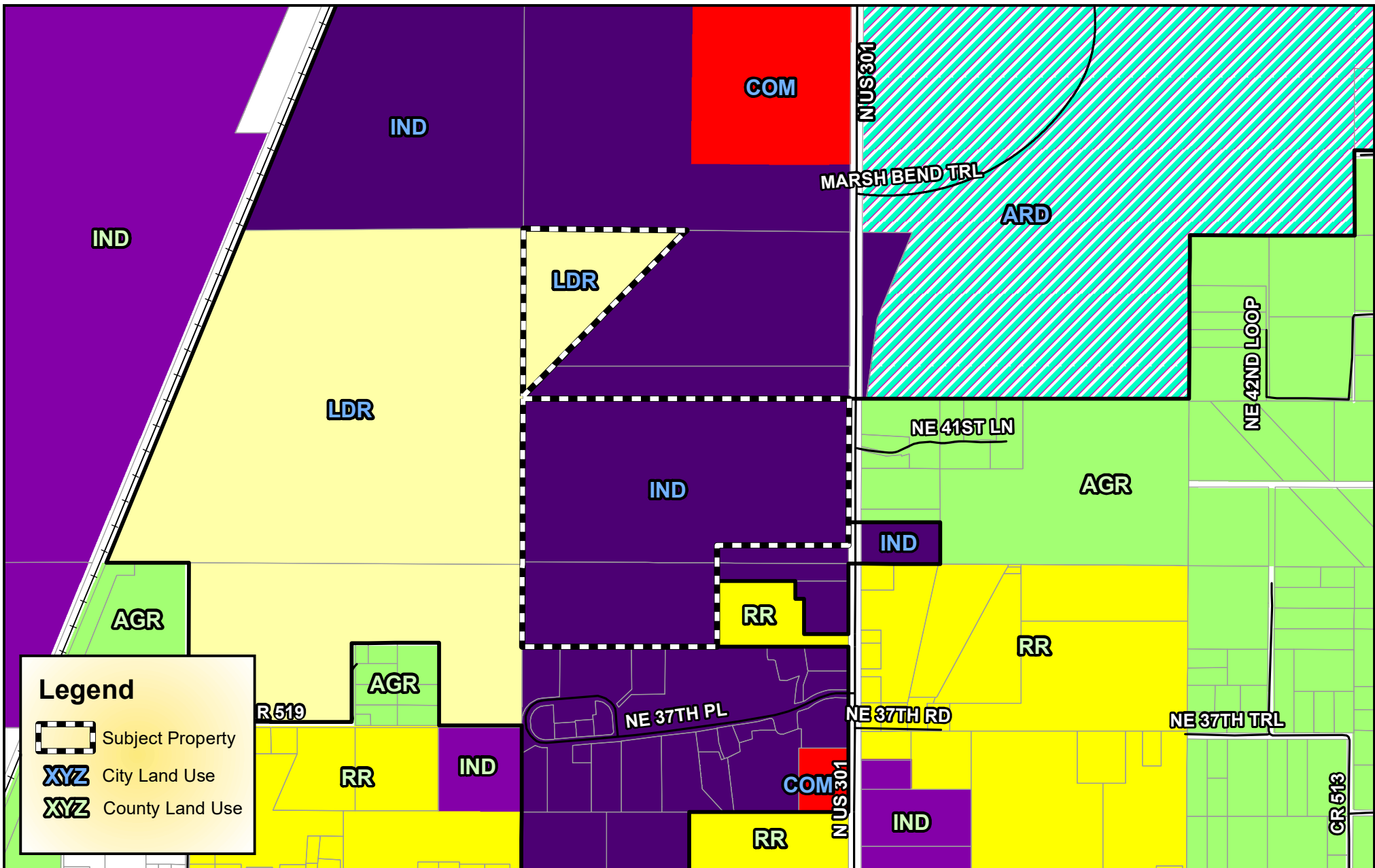
CP 2110-002 / RZ 2110-002

ONE HUNDRED OAKS

PARCELS G19-011, G30-048 & G19-020

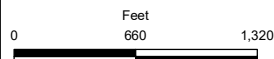
OCTOBER 2021

MAP 1B



CITY OF WILDWOOD

100 North Main Street
Wildwood, FL 34785
Phone: (352) 330-1330
www.wildwood-fl.gov



EXISTING LAND USE

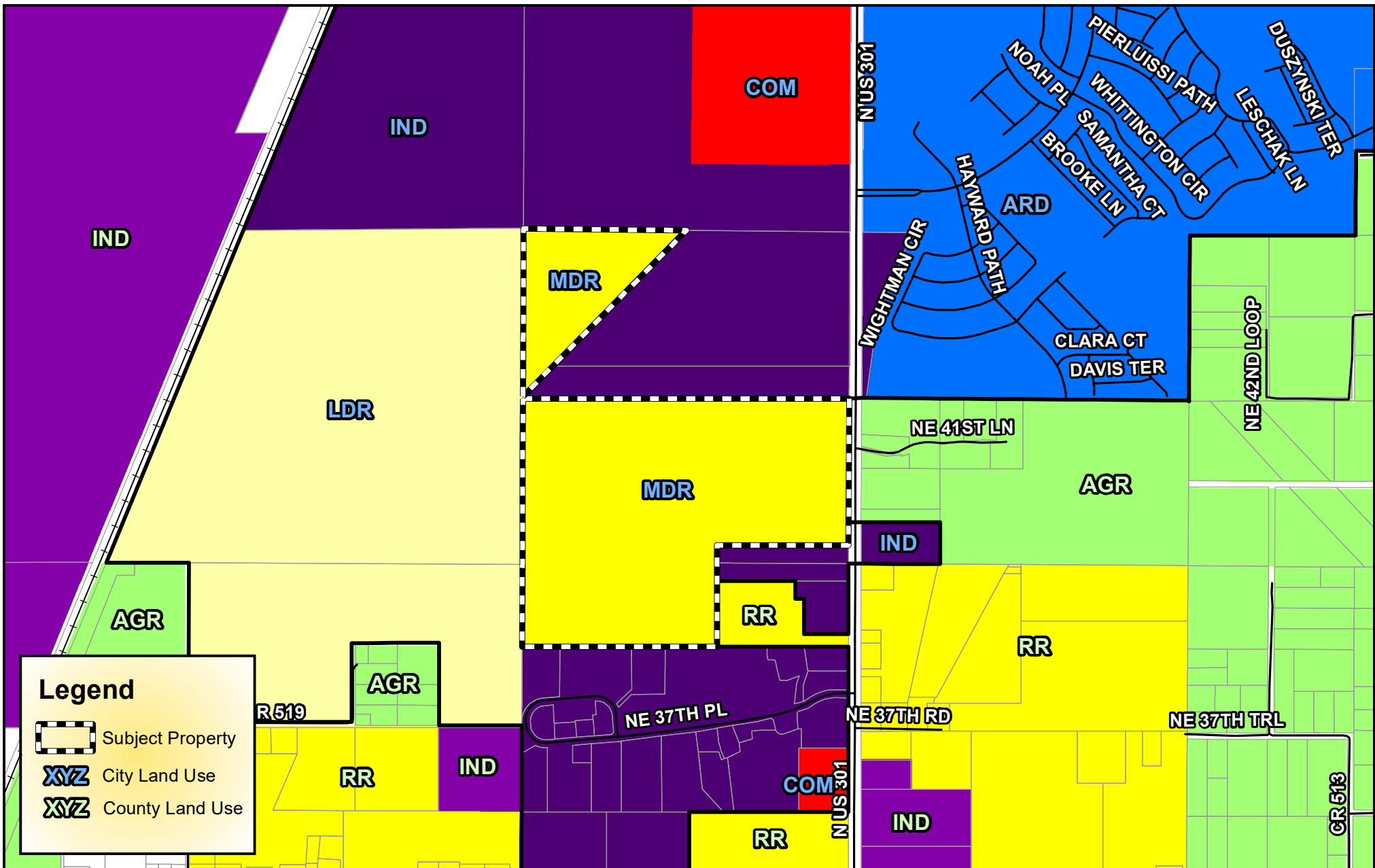
CP 2110-002

ONE HUNDRED OAKS

PARCELS G19-011, G30-048 & G19-002

OCTOBER 2021

MAP 2A



 WILDWOOD FLORIDA	CITY OF WILDWOOD 100 North Main Street Wildwood, FL 34785 Phone: (352) 330-1330 www.wildwood-fl.gov	 Feet 0 660 1,320	PROPOSED LAND USE PENDING COMMISSION APPROVAL CP 2110-002 ONE HUNDRED OAKS PARCELS G19-011, G19-020, & G30-048	
			AUGUST 2022	
			MAP 2B	

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

The case below was heard on Tuesday, September 6, 2022, by the Special Magistrate. The applicant is seeking a favorable recommendation from the City of Wildwood Planning and Zoning Board/Special Magistrate as the Local Planning Agency for a Comprehensive Plan amendment to amend the FLU map designation from Industrial and Low Density Residential to Medium Density Residential (MDR) on 118.92 acres MOL.

Case: CP 2110-002 One Hundred Oaks

Parcels: G19-011, G19-020 & G30-048

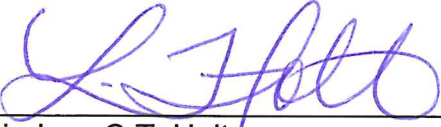
Applicant: Kolter Group Acquisitions, LLC

Owner: One hundred Oaks, LLC & Mildred O'Dell Trust

Under Land Development Regulation (LDR) § 1.7(C), the Planning and Zoning Board/Special Magistrate as Local Planning Agency has a duty to make a recommendation to the City Commission on all proposed Comprehensive Plan amendments.

Based upon the testimony, evidence, and information presented as to the criteria set forth in LDR § 1.7(D), the Special Magistrate recommends approval of the Comprehensive Plan amendment and gives a favorable recommendation of Ordinance O2022-76 to the City Commission for final determination.

Dated: September 6, 2022



Lindsay C.T. Holt
Special Magistrate City of Wildwood

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: RZ 2110-002 One Hundred Oaks

REQUESTED ACTION: Staff recommends approval of the rezoning to R-3, pursuant to the execution of restrictive covenants, which the applicant has voluntarily agreed to.

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

Case No.	RZ 2110-002 One Hundred Oaks
Ordinance No.	O2022-77
Parcel Numbers	G19-011, G19-020 & G30-048
Property Location	The subject property is generally located on the west side of N US 301 approximately 1.27 miles south of Florida's Turnpike and .22 miles of NE 37 th Place
Owner	One Hundred Oaks, LLC
Applicant	Kolter Group Acquisitions, LLC

The applicant is seeking approval from the City Commission for a Zoning Map Amendment to change the zoning district from PUD and R-1 to R-3 for the parcels listed above on 118.92 acres MOL. This request is accompanied by a concurrent Large Scale Comprehensive Plan amendment CP 2110-002 (O2022-76).

ANALYSIS: The applicant is proposing a mixed-use development consisting of 407 dwelling units. Mixed-use residential developments are encouraged in the City, to serve existing as well as new residents. A Planned Development Agreement may be required for this project.

Pursuant to Land Development Regulation (LDR) § 3.3(C)(4), staff believes the zoning change to R-3 should be granted based on the following criteria:

(a) Whether the proposed change is consistent with the comprehensive plan;

The proposed rezoning to R-3 is consistent with the proposed Future Land Use Map designation of Medium Density Residential (MDR) and the intent of the Comprehensive Plan as stated in FLU Policy 1.1.10 and Housing Policy 1.1.2.

(b) The existing land use pattern of the surrounding area;

The land use pattern of the surrounding area is residential and industrial. The proposed R-3 zoning designation will serve as a transition in this area to serve city residents. Staff is aware of development interest in this area of the City.

(c) The possibility of adversely affecting public facilities such as schools, utilities, streets, etc;

Schools:

The proposed project is expected to generate 133 school age children in the Sumter County School District. Sumter County School Board has indicated there is sufficient capacity.

Potable Water & Sewer:

There is an existing 12" water main on the east side of N US 301. Sewer lines are located north of Florida's Turnpike. The One Hundred Oaks project is projected to use 123,300 gpd water and 102,750 gpd wastewater. The City's 2019 Utility Master Plan indicates the water capacity is 6.7 million gpd and the City's permitted wastewater capacity is 3.55 MGD. The owner will need to work with the City to service the property with utilities.

Streets:

The applicant has submitted a traffic study completed by Traffic & Mobility Consultants (TMC) in May 2022. The project's proposed access at this time is expected to be from N US 301. Morning peak trips are 302 and evening peak trips are 302. The traffic analysis has been sent to Sumter County Public Works and has been accepted with conditions.

(d) Whether changed or changing conditions make the passage of the proposed amendment necessary:

Development pressure has been increasing in the city as a result of the growth of The Villages®. A mixed use residential development at the subject property can serve residents of this development as well as surrounding property owners.

(e) Whether the proposed change will create or excessively increase traffic congestion or otherwise be a detriment to public safety:

A TIA has been submitted to Sumter County Public Works for review and has been accepted with conditions.

(f) Whether the proposed change will be a deterrent to the improvement or development of adjacent property:

The proposed rezoning will not be a deterrent to the improvement or development of adjacent properties. Properties in the vicinity have been developed by The Villages into a more suburban style over the last few years. That unique development style is expected to continue into the future. Surrounding properties are permitted to develop in accordance with their zoning map designation.

ZONING DESIGNATION SURROUNDING PROPERTIES	
NORTH	M-1
SOUTH	M-1
EAST	RR5C, RR1 & R2C (SUMTER COUNTY)
WEST	R-1

If the rezoning is approved, the applicant will be required to submit a site plan to the City prior to development. The site plan will need to follow requirements established in the City's Land Development Regulations and the Design District Standards as well as any Planned Development Agreements or Developer's Agreements that may be needed.

Special Magistrate recommends approval and a favorable recommendation of

Ordinance Number O2022-77 (attached) subject to approval of O2022-76, which establishes a Future Land Use appropriate to the proposed zoning.

DATED: 09/07/2022

A handwritten signature in cursive script that reads "Terri O'Neal".

Terri O'Neal
Planning Manager, Development Services

Exemption

[Choose File](#) No file chosen

Applicants can submit an exemption due to a development generating less than 50 average daily trips, as per the Trip Generation Manual, latest edition, as published by the Institute of Transportation Engineers (ITE).

Please submit your Methodology Statement

[Choose File](#) No file chosen

Please submit your TIA

21236.2 100 Oaks at Wildwood TIA v1.1 e-SS
071522.pdf

**Date of Methodology
Acceptance by County**

2/11/2022

Applicable Jurisdiction

Please check the applicable Jurisdiction:

- ☐ City of Bushnell
- ☐ City of Center Hill
- ☐ City of Coleman
- ☒ City of Wildwood
- ☐ Unincorporated Sumter County

Link

[FDOT Systems Implementation Office](#)

Link

[FDOT Roadway Design - Florida Greenbook](#)

Link

[Lake-Sumter MPO](#)

Link

[FDOT Traffic Information](#)

Sumter County Traffic Impact Analysis (TIA) Acceptance with Comments:

- The phrase (as discussed with the County) found under 1.0 Introduction should be replaced with Florida Department of Transportation (FDOT). US 301 is not a County roadway.
 - o It should be noted that the methodology provided in the appendix includes a roundabout at the access driveway, which has been updated to a full access as discussed with the County.
- All proposed capacity improvements on US 301 shall be coordinated with the maintaining agency (FDOT).
- The Florida Department of Transportation (FDOT) recently advertised FPN 430132-1 SR 35 (US 301) FROM CR 470 TO SR 44 with final vendor selection set for August 15, 2022. Any interim improvements at the intersection of US 301 and Warm Springs Avenue should be determined by, and discussed with, the Florida Department of Transportation during the design process. Sumter County will not require a proportionate fair share contribution for the recommended improvements.

Steven Cohoon

Digitally signed by Steven Cohoon
DN: cn=Steven Cohoon, o, ou,
email=steven.cohoon@sumtercountyfl.gov, c=US
Date: 2022.07.25 14:25:10 -04'00'

THIS INSTRUMENT PREPARED BY AND AFTER
RECORDING SHOULD BE RETURNED TO:

SCOTT A. COOKSON, ESQ.
SHUFFIELD, LOWMAN & WILSON, P.A.
1000 LEGION PLACE, SUITE 1700
ORLANDO, FL 32801
407-581-9800

DECLARATION OF DENSITY RESTRICTION

THIS DECLARATION OF DENSITY RESTRICTION ("**Declaration**") is made this ____ day of _____, 2022 (the "**Effective Date**") by **ONE HUNDRED OAKS, LLC**, a Florida limited liability company ("**Declarant**").

WITNESSETH:

WHEREAS, Declarant owns the real property described on **Exhibit "A"** attached hereto and incorporated herein by reference (the "**Property**"), and is conveying the Property to **KOLTER GROUP ACQUISITIONS LLC**, a Florida limited liability company (or its assignee, "**Buyer**"); and

WHEREAS, prior to conveying the Property to the Buyer, Declarant desires to ensure that the Property is developed for no more than four hundred and seven (407) residential units for a period of thirty (30) years from the Effective Date, and is therefore recording this Declaration for the purpose of imposing such use restriction on the Property.

NOW, THEREFORE, in consideration of the premises, TEN DOLLARS (\$10.00) and other good and valuable consideration, Declarant does hereby declare that the Property shall be held, owned, sold, conveyed and used in accordance with the following restriction:

1. **Density Restriction**. The Property shall not be developed for more than four hundred and seven (407) residential units (the "**Density Restriction**") without the prior consent of the City of Wildwood, Florida (the "**City**"). By execution of the Joinder hereto, Buyer agrees to accept title to the Property subject to the terms of this Declaration, and to comply with the provisions hereof.

2. **Homesites**. So as not to constitute and encumbrance to title on platted lots, as to any portion of the Property that is platted and upon which a home is constructed (a "**Homesite**"), this Declaration shall automatically expire and terminate as to such Homesite upon the closing of the sale of the Homesite, and recording of a deed of the Homesite, to a third party buyer.

3. **Enforcement and Remedies**. The Density Restriction shall be effective upon the Effective Date and shall run with the title to Property, as a burden thereon. This Declaration shall be binding upon the Property, and inure to the benefit of City, and the City shall have the right to enforce this Declaration. Irreparable harm will result to City by reason of any breach of the

covenants and restrictions set forth in this Declaration, and, therefore, the City shall be entitled to relief by way of injunction or specific performance to enforce the provisions of this Declaration, as well as actual damages. In no event shall the City be entitled to consequential, punitive, speculative, or exemplary damages. The failure of the City, in any one or more instances, to insist upon compliance with any of the terms and conditions of this Declaration, or to exercise any right or privilege conferred in this Declaration, shall not constitute or be construed as the waiver of such or any similar restriction, right, option, or privilege, but the same shall continue and remain in full force and effect as if no such forbearance had occurred. All costs and expenses incurred in any action to enforce this Declaration, inclusive of attorneys' fees and costs (whether or not litigation has instituted), shall be paid to the prevailing party by the non-prevailing party.

4. **Severability.** If any term or provision of this Declaration, or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Declaration, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

5. **Governing Law.** This Declaration shall be governed, construed and enforced in accordance with the laws of the State of Florida.

6. **Miscellaneous.** Time is of the essence with respect to all provisions of this Declaration. The captions of this Declaration are for convenience only, are not a part of this Declaration, and do not in any way limit or amplify the terms and provisions hereof. This Declaration may only be amended by a written instrument signed by the Declarant and the then fee simple owner of the Property (but excluding the then owners of any Homesites), and recorded in the Public Records of Sumter County, Florida.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, these presents have been executed by the duly authorized officer of Declarant on the day and year first above written.

Signed and delivered in the presence of:

DECLARANT:

ONE HUNDRED OAKS, LLC, a Florida limited liability company

Print Name: _____

By: _____

Name: _____

Title: _____

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2022, by _____, as _____ of **ONE HUNDRED OAKS, LLC**, a Florida limited liability company, on behalf of the company, who ☐ is personally known to me or ☐ produced the following as identification: _____.

(NOTARIAL SEAL)

NOTARY PUBLIC

Print name: _____

My Commission expires: _____

JOINDER

Buyer hereby joins in and consents to this Declaration. Buyer shall accept title to the Property subject to this Declaration and agrees to comply with the terms hereof.

Signed and delivered in the presence of: BUYER

KOLTER GROUP ACQUISITIONS LLC,
a Florida limited liability company

Print Name: _____

By: _____
Name: _____
Title: _____

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2022, by _____, as _____ of **KOLTER GROUP ACQUISITIONS LLC**, a Florida limited liability company, on behalf of the company, who ☐ is personally known to me or ☐ produced the following as identification: _____.

(NOTARIAL SEAL)

NOTARY PUBLIC
Print name: _____
My Commission expires: _____

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTY

The Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 19, Township 19 South, Range 23 East, Sumter County Florida. Less and Except that part thereof described as follows: Begin at the Northeast corner of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 19 and run South to the Southeast corner thereof: thence West to the Southwest corner of said Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$: thence Northeasterly along a diagonal line to the Point of Beginning.

AND

The South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$, less right of way for U.S. Highway No. 301, and less the South 136 feet of the East 1100 feet thereof, SECTION 19, TOWNSHIP 19 SOUTH, RANGE 23 EAST, lying and being in Sumter County, Florida.

AND

The North $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, less the right of way for U.S. Highway No. 301, and Less the East 1100 feet thereof, SECTION 30, TOWNSHIP 19 SOUTH, RANGE 23 EAST, lying and being in Sumter County, Florida.

ORDINANCE NO. O2022-77

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA;
PROPOSING A ZONING MAP AMENDMENT TO THE
OFFICIAL ZONING MAP IN ACCORDANCE WITH
SECTIONS 3.2 AND 3.3 OF THE LAND DEVELOPMENT
REGULATIONS; PROVIDING FOR CODIFICATION;
PROVIDING FOR CONFLICT; PROVIDING FOR
SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE
DATE.

WHEREAS, the City of Wildwood, Florida, is proposing to amend the Official Zoning Map of said City, to include a rezoning of real property described as follows, to-wit:

G19-011, G19-020 & G30-048 Parcels
One Hundred Oaks, LLC & Mildred O'Dell Trustee (Owner)
118.92 Acres +/-

LEGAL DESCRIPTION:

The Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 19, Township 19 South, Range 23 East, Sumter County Florida. Less and Except that part thereof described as follows: Begin at the Northeast corner of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 19 and run South to the Southeast corner thereof: thence West to the Southwest corner of said Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$: thence Northeasterly along a diagonal line to the Point of Beginning.

AND

The South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$, less right of way for U.S. Highway No. 301, and less the South 136 feet of the East 1100 feet thereof, SECTION 19, TOWNSHIP 19 SOUTH, RANGE 23 EAST, lying and being in Sumter County, Florida.

AND

The North $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, less the right of way for U.S. Highway No. 301, and Less the East 1100 feet thereof, SECTION 30, TOWNSHIP 19 SOUTH, RANGE 23 EAST, lying and being in Sumter County, Florida.

Containing 118.92 acres MOL.

This property is to be reclassified from PUD & R-1 (City) to R-3 (City).

WHEREAS, Owner has voluntarily proffered and agreed to restrict the number of residential units to a maximum of four hundred and seven (407) residential units to be developed on the property and has agreed to record a restrictive covenant against the

property to that effect prior to the sale or development of the property; and

WHEREAS, the City Commission finds that the voluntary limitation on the number of residential units serves to further the public interest; and

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

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

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

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

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

SECTION 4. This Ordinance shall take effect 31 days after its final reading by the City Commission of the City of Wildwood.

DONE AND ORDAINED this _____ day of _____, 2022, by the City Commission of the City of Wildwood, Florida.

CITY COMMISSION

CITY OF WILDWOOD, FLORIDA

Ed Wolf, Mayor

ATTEST: _____
Susan Patterson, City Clerk

First Reading: _____

Second Reading: _____

Approved as to form:

City Attorney

Legend

- Subject_Property (Red dashed line)
- City of Wildwood (Black dashed line)
- City Zoning (Blue outline)
- County Zoning (Green outline)

The map displays various zoning districts including R-3, RR-1, RR-1C, RR-5C, RR-5, RR-2C, RR-4C, RR-1C, A-10C, and IP. Key streets shown include Marsh Bend Trl, Brooke Ln, Parris Pl, Nisbet Loop, Wightman Cir, Hayward Path, Monica St, Ramsell Rd, Davis Ter, NUS 301, NE 37th Pl, and NE 37th Rd. The subject property is located in the central part of the map, bounded by a red dashed line.

	Subject_Property
	City of Wildwood
	City Zoning
	County Zoning

MUNC

R-3

R-3

RR5C

RR1 RR1C

1C

RR1

NE 410

RR1C

RR5C

A10C

RR1

R2C

MUNC

!c

PD1

RR1

A10C

A10C

RR1C	RR1C
RR1C	RR1
RR1C	RR1
RR1C	RR1

CR 519

RR5

IP

NE 37TH PL

NE 37TH PL

R4C RR1

R2C

RR1

RR1 RR1 RR1

RR1

RR1



EST. 1877

WILDWOOD
FLORIDA

CITY OF WILDWOOD

100 North Main Street
Wildwood, FL 34785
Phone: (352) 330-1330
www.wildwood-fl.gov



Feet

460

920

PROPOSED ZONING PENDING COMMISSION APPROVAL

RZ 2110-002

ONE HUNDRED OAKS

PARCELS G19-011, G19-020, & G30-048

AUGUST 2022

MAP 3B

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

The case below was heard on Tuesday, September 6, 2022, by the Special Magistrate. The applicant is seeking a favorable recommendation from the City of Wildwood Planning and Zoning Board/Special Magistrate for a Zoning Map Amendment to change the zoning district from PUD and R-1 to R-3 on 118.93 acres MOL.

Case: RZ 2110-002 One Hundred Oaks

Parcels: G19-011, G19-020 & G30-048

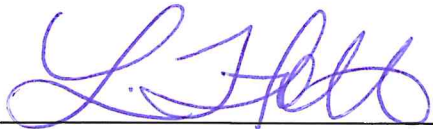
Applicant: Kolter Group Acquisitions, LLC

Owner: One Hundred Oaks, LLC & Mildred O'Dell Trust

Under Land Development Regulation (LDR) § 1.7(C), the Planning and Zoning Board/Special Magistrate has a duty to make a recommendation to the City Commission on all proposed Comprehensive Plan amendments.

Based upon the testimony, evidence, and information presented as to the criteria set forth in LDR § 1.7(D), the Special Magistrate recommends approval of the Rezoning and gives a favorable recommendation of Ordinance O2022-77 to the City Commission for final determination.

Dated: September 6, 2022



Lindsay C.T. Holt
Special Magistrate City of Wildwood

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: CP 2208-002 Twisted Oaks Multi-Family

REQUESTED ACTION: Special Magistrate recommends approval.

CONTRACT: Vendor/Entity:
Effective Date: Termination Date:
Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

Case #	CP 2208-002 Twisted Oaks Multi-Family
Ordinance #	O2022-92
Applicant	KL Twisted Oaks LLC
Owner	KL Twisted Oaks LLC
Property Location	Located approximately 0.02 miles west of N US 301 and along E C 462
Parcel Number(s)	D31-016, D31-002 & D31-003
Date	10/14/2022

The applicant seeks approval from the City Commission for a Small Scale Comprehensive Plan Amendment to change the Future Land Use Map designation from Commercial (City) to High Density Residential and Commercial (City) for the parcels listed above on 19.15 acres residential MOL and 3.12 acres commercial MOL. This request is accompanied by rezoning request RZ 2208-002.

Staff believes the proposed amendment should be granted based on the following criteria found in Land Development Regulation (LDR) §1.7(D).

(1) Justification of the proposed amendment has been adequately presented;

The applicant is seeking to change the current FLU in accordance with Policy 1.1.1.a. for the above-mentioned parcels. They intend to develop a multi-family mixed-use development on the subject property consisting of a maximum possible development of 240 dwelling units on 19.15 acres MOL, in addition to 3.12 acres MOL of commercial use. Justification has been presented to the city to support the proposed development with higher density residential developments to tackle growing housing and commercial demands, while allowing for a wide range of housing types to accommodate a diversity of housing needs. In accordance with Policies 1.2.7.a., 1.2.7.b., and 3.3.10.b. the proposed amendment will not significantly contribute to the degradation of residential neighborhoods.

(2) The proposed amendment is not inconsistent with the goals, objectives and policies of the comprehensive plan;

The proposed amendment is not inconsistent with the policies of the Comprehensive Plan. High Density Residential (HDR) Future Land Use designation within the 2050 Comprehensive Plan allows for a maximum of 240 dwelling units on the subject property. The 2050 Comprehensive Plan FLU Policy 1.1.1 designates a maximum density allowance of 15 units

per acre for the proposed FLU designation, placing the project within acceptable development standards. With Policy 1.2.8 stating that the city shall encourage all new development projects to abide by principles of sustainable land development patterns. Surrounding parcels within the city are designated for a mixture of residential mixed-use, commercial, and industrial with county parcels encompassing primarily low density residential. The current mix of commercial and residential of city parcels would not constitute sprawl and therefore conforms with Objective 1.2 within the Future Land Use Element. Policy 1.1.4 stipulates that the City's zoning map shall be consistent with the FLUM, and further refine densities, intensities, and permitted uses. Policy 2.5.11 of the Transportation Element requests that developments provide vehicular connectivity internally, and to surrounding areas where feasible. The proposed development is compact in its design and seeks to utilize the maximum space available while providing residents access to commercial opportunities within walking distance. As such, the proposed amendment is not inconsistent with the FLUM and conforms with the Comprehensive Plan.

(3) The proposed amendment should not be considered urban sprawl or exemplify an energy-inefficient land use pattern;

The amendment is not considered urban sprawl, and it does not exemplify an energy-inefficient land use pattern. The subject property is located along E C 462 and N US 301, with E C 462 designated as a major collector road and US 301, a principal arterial roadway. The addition of High Density Residential (HDR) would conform with Objective 1.2 of the Comprehensive Plan and would fit with the surrounding future land uses. The proposed development directly combats urban sprawl by focusing on maximizing existing space for compact development, providing a wider, more efficient land use in the area.

(4) The proposed amendment will not have an adverse effect on environmentally sensitive systems;

The proposed amendment will not have an adverse effect on environmentally sensitive systems. Environmental and ecological assessments were conducted by Ecological Consulting Solutions, Inc in June of 2021. No wetlands and/or surface waters were present within the project boundary. In addition, no listed species were found on the subject property, nor did a USFWS database search reveal documented evidence of such species within the vicinity. Standard USFWS protection measures are recommended to be applied, and that USFWS must be notified thirty (30) days prior to any land clearing with a protection/education plan concerning eastern indigo snakes.

(5) The proposed amendment will not adversely affect transportation, potable water, sewer, schools or other public facilities without providing remedies to correct the system or facility.

Transportation: Access to the site is proposed via two full access driveways on CR 462, which is maintained by the county, and the other on US 301 which is currently a two-lane divided major arterial roadway that operates at LOS D. The proposed Future Land Use change to HDR and Commercial is estimated to generate 2,361 new daily trips, of which 133 would occur during the AM peak hour, and 221 trips to occur during the PM peak hour. A full traffic impact analysis will need to be conducted for the site plan and approved by Sumter County.

Potable Water & Sewer: The subject properties are located within a demand service area according to the 2019 Utility Master Plan. City water and sewer are available to the subject property. The applicant/owner will work with City utilities at the site plan stage to connect to City water and sewer. The proposed development will consist of 240 dwelling units and is estimated to use 72,000 gpd of water, and 60,000 gpd of wastewater use.

Schools: The residential development is proposed to add 68 elementary, middle, and high school students to Wildwood Schools. The school district advises that capacity is available.

A handwritten signature in black ink that reads "Shaun Raja". The signature is written in a cursive, flowing style.

Shaun Raja,
Planner I, Development Services

ORDINANCE NO. O2022-92

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

WHEREAS, the City of Wildwood, Florida, is proposing to amend the local Comprehensive Plan and Future Land Use Map of said City, to include a land use amendment described as follows, to-wit:

Parcels D31-016, D31-002, & D31-003
KL Twisted Oaks LLC (Owner)
21.24 Acres +/-

LEGAL DESCRIPTION:

A PORTION OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 31, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

DESCRIBED AS FOLLOWS:

PARCEL 1: 70 YARDS OFF SOUTH END OF EAST $\frac{1}{2}$ OF NORTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 31, TOWNSHIP 18 SOUTH, RANGE 23 EAST;

AND

PARCEL 2: SOUTH $\frac{3}{4}$ OF THE EAST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 31, TOWNSHIP 18 SOUTH, RANGE 23 EAST, LESS THE SOUTH 70 YARDS THEREOF, AND LESS THE NORTH 420 FEET THEREOF AND LESS THE RIGHT-OF-WAY FOR SR No 35;

AND

PARCEL 3: A PART OF THE NORTH $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 31, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE NORTHWEST CORNER OF THE NORTH $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$, RUN S00°07'00"W, ALONG THE WEST LINE OF SAID NORTH $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$, 33.00 FEET, MORE OR LESS, TO THE SOUTH

RIGHT-OF-WAY OF HIGHWAY NO. 462; RUN THENCE S89°46'50"E, ALONG SAID SOUTH RIGHT-OF-WAY OF HIGHWAY NO. 462 A DISTANCE OF 1354.96 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING RUN S00°06'20"W, 1288.47 FEET TO THE SOUTH LINE OF THE NORTH ½ OF THE NORTHEAST ¼ ; RUN THENCE S89°51'00"E, ALONG SAID SOUTH LINE OF NORTH ½ OF THE NORTHEAST ¼, 636.11 FEET TO THE SOUTHEAST CORNER OF THE WEST ¾ OF THE NORTH ½ OF THE NORTHEAST ¼; RUN THENCE N00°06'15"E, ALONG THE EAST LINE OF SAID WEST ¾ OF THE NORTH ½ OF THE NORTHEAST ¼ , 854.00 FEET; THENCE N89°46'50"W, 466.70 FEET; THENCE N00°06'15"E, 433.70 FEET TO THE SOUTH RIGHT-OF-WAY OF HIGHWAY NO. 462; RUN THENCE N89°46'50"W, ALONG SAID RIGHT-OF-WAY OF HIGHWAY NO. 462, A DISTANCE OF 169.37 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINS 21.240 ACRES MORE OR LESS.

AND WHEREAS, the City is proposing to amend the Future Land Use Map to include the future land use of property that shall pertain and be applicable to said amendment.

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

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

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

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

SECTION 4. This Ordinance shall take effect 31 days after its final reading by the City Commission of the City of Wildwood.

DONE AND ORDAINED this ____ day of _____, 2022, by the City Commission of the City of Wildwood, Florida.

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

Ed Wolf, Mayor

ATTEST: _____
Susan Patterson, City Clerk

First Reading: _____

Second Reading: _____

Approved as to form:

City Attorney

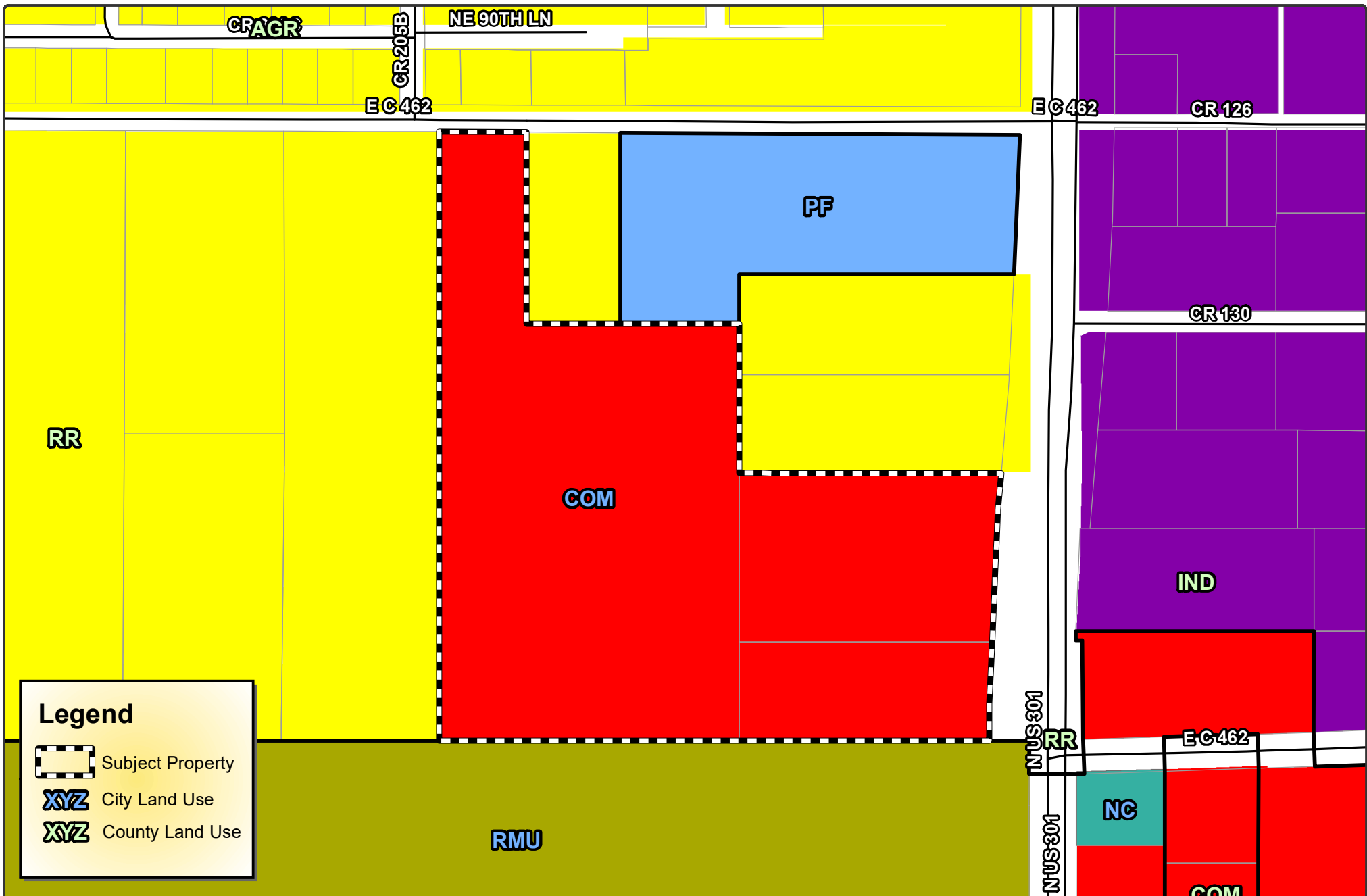


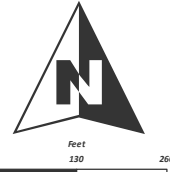
100 North Main Street
Wildwood, FL 34785
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www.wildwood-fl.gov

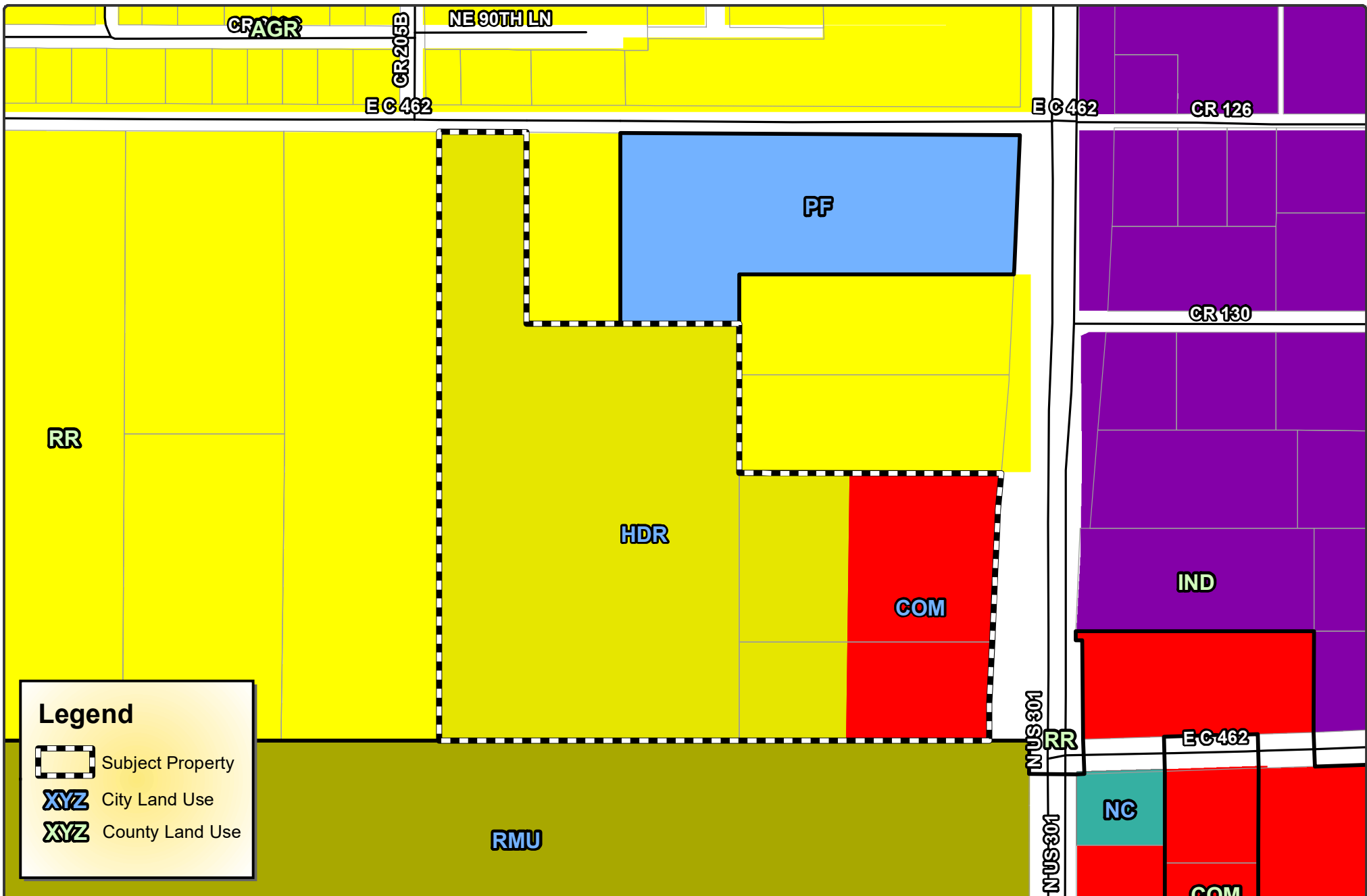


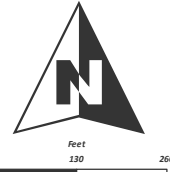
TWISTED OAKS MULTI-FAMILY

**OCTOBER
2022**



 WILDWOOD FLORIDA	CITY OF WILDWOOD 100 North Main Street Wildwood, FL 34785 Phone: (352) 330-1330 www.wildwood-fl.gov	 Feet 0 130 260	CP 2208-002 TWISTED OAKS MULTI-FAMILY PARCELS D31-002, D31-003, & D31-016	MAP 2A EXISTING LAND USE OCTOBER 2022
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 WILDWOOD FLORIDA	CITY OF WILDWOOD 100 North Main Street Wildwood, FL 34785 Phone: (352) 330-1330 www.wildwood-fl.gov	 Feet 0 130 260	CP 2208-002 TWISTED OAKS MULTI-FAMILY PARCELS D31-002, D31-003, & D31-016	MAP 2B PROPOSED LAND USE PENDING COMMISSION APPROVAL OCTOBER 2022
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City of Wildwood, Florida
Planning & Zoning Board/Special Magistrate
as Local Planning Agency

The case below was heard on Tuesday, November 1, 2022, by the Special Magistrate. The applicant seeks approval and favorable recommendation from the City of Wildwood Planning and Zoning Board/Special Magistrate as the Local Planning Agency for a Comprehensive Plan amendment to amend the FLU map designation from Commercial to High Density Residential and Commercial on 21.24 acres MOL.

Case No: CP 2208-002 Twisted Oaks Multi-Family

Applicant: KL Twisted Oaks LLC

Owner: KL Twisted Oaks LLC

Parcel Number(s): D31-016, D31-002 & D31-003

Under Land Development Regulation (LDR) § 1.7(C), the Planning and Zoning Board/Special Magistrate as Local Planning Agency has a duty to make a recommendation to the City Commission on all proposed Comprehensive Plan amendments.

Based upon the testimony, evidence, and information presented as to the criteria set forth in LDR § 1.7(D), the Special Magistrate recommends approval of the Comprehensive Plan amendment and gives a favorable recommendation of Ordinance O2022-92 to the City Commission for final determination.

Dated: November 1, 2022



Lindsay C.T. Holt
Special Magistrate City of Wildwood

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: RZ 2208-002 Twisted Oaks Multi-Family

REQUESTED ACTION: Special Magistrate recommends approval, subject to approval of O2022-92, which establishes a Future Land Use appropriate to the proposed zoning.

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

Case #	RZ 2208-002 Twisted Oaks Multi-Family
Ordinance #	O2022-93
Applicant	KL Twisted Oaks LLC
Owner	KL Twisted Oaks LLC
Property Location	Located approximately 0.02 miles west of N US 301 and along E C 462
Parcel Number(s)	D31-016, D31-002 & D31-003
Date	10/17/2022

The applicant seeks approval from the Commission for a Zoning Map Amendment to change the zoning C-3 (City) to R-5 & C-3 (City) for the parcels listed above on 21.24 acres MOL. This request is accompanied by a concurrent Small Scale Comprehensive Plan amendment CP 2208-002.

Pursuant to Land Development Regulation (LDR) § 3.3(C)(4), staff believes the zoning change should be granted based on the following criteria:

(a) Whether the proposed change is consistent with the comprehensive plan;

The proposed rezoning to R-5 & C-3 is consistent with the proposed Future Land Use Map designation of High Density Residential and General Commercial. This is also consistent with the intent of the Comprehensive Plan as stated in FLU Policy 1.1.4, and Policy 1.2.8. These proposed changes also coincide with Objectives 1.2 and Objective 1.4 of the Future Land Use Element, which is to cultivate a more sustainable community by discouraging urban sprawl through a future land use pattern which promotes orderly, compact development. While continuing to create an environment that fosters, supports, and champions economic growth. As such this change is consistent with the 2050 Comprehensive Plan.

(b) The existing land use pattern of the surrounding area;

The proposed rezoning to R-5 is compatible with the current zoning in this area along E C 462 and N US 301. The property is intended to be used as a high-density residential development and is within range of other properties designated as residential mixed use to the South and West. Whereas the Commercial C-3 zoning would be along N US 301 and is consistent with the other commercial zoning designations along US 301. The proposed development would abide by Policy 1.2.8(a)(e)(i), as the proposed development contributes to a mix of land use,

assists in developing a thriving and equitable economy, while preventing the spread of urban sprawl through compact design.

(c) The possibility of adversely affecting public facilities such as schools, utilities, streets, etc;

Schools: The residential development is proposed to add 68 elementary, middle, and high school students to Wildwood Schools. The school district advises that capacity is available.

Potable Water & Sewer: The subject properties are located within a demand service area according to the 2019 Utility Master Plan. City water and sewer are available to the subject property. The applicant/owner will work with City utilities at the site plan stage to connect to City water and sewer. The proposed development will consist of 240 dwelling units and is estimated to use 72,000 gdp of water, and 60,000 gdp of wastewater.

Streets: Access to the site is proposed via two full access driveways on CR 462, which is maintained by the county, and the other on US 301 which is currently a two-lane divided major arterial roadway that operates at LOS D.

(d) Whether changed or changing conditions make the passage of the proposed amendment necessary;

The surrounding area is a mix of commercial, residential mixed-use, and industrial, which conforms with Objective 1.2 of the 2050 Comprehensive Plan in the Future Land Use Element section. This proposed development fits within the makeup of the existing landscape and promotes further mixed-use development which would combat urban sprawl. The rezoning is necessary to accommodate the proposed use of the property and to bring the property into compliance with the proposed Future Land Use designation.

(e) Whether the proposed change will create or excessively increase traffic congestion or otherwise be a detriment to public safety;

The proposed Future Land Use change to HDR and Commercial is estimated to generate 2,361 new daily trips, of which 133 would occur during the AM peak hour, and 221 trips to occur during the PM peak hour. As the site is located along two major roads, one being a principle arterial road, this development would not contribute an excessive amount of traffic to the roads as to be detrimental to public safety. However, a full traffic impact analysis will need to be conducted for the site plan and be approved by Sumter County.

(f) Whether the proposed change will be a deterrent to the improvement or development of adjacent property;

The proposed rezoning will not be a deterrent to the improvement or development of adjacent properties. Properties along E C 462 & N US 301 are already a mix of residential and Commercial development. While parcels further east along Lee St are zoned Industrial and could be considered the primary deterrent for residential development on the east side of N US 301. Properties that remain in Sumter County's jurisdiction are allowed to develop according to their jurisdiction's future land use and zoning designations.

ZONING DESIGNATION SURROUNDING PROPERTIES	
NORTH	R2M, R6C, & A10C (COUNTY) PEU (CITY)
SOUTH	NMU-7 & PUD (CITY)
EAST	ID, CL, R4C, & CH (COUNTY), C-3 (CITY)
WEST	A10C & RR5C (COUNTY)

If approved, the applicant will be required to submit a site plan to the city prior to development. The site plan will need to follow all requirements as established in the City's Land Development Regulations, Design District Standards and Planned Development Agreement.

A handwritten signature in black ink, reading "Shaun Raja". The signature is written in a cursive, flowing style.

Shaun Raja,
Planner I, Development Services

ORDINANCE NO. O2022-93

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA;
PROPOSING A ZONING MAP AMENDMENT TO THE
OFFICIAL ZONING MAP IN ACCORDANCE WITH
SECTIONS 3.2 AND 3.3 OF THE LAND DEVELOPMENT
REGULATIONS; PROVIDING FOR CODIFICATION;
PROVIDING FOR CONFLICT; PROVIDING FOR
SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE
DATE.

WHEREAS, the City of Wildwood, Florida, is proposing to amend the Official Zoning Map of said City, to include a rezoning of real property described as follows, to-wit:

Parcels D31-016, D31-002, & D31-003
KL Twisted Oaks LLC (Owner)
21.24 Acres +/-

LEGAL DESCRIPTION:

A PORTION OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 31,
TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

DESCRIBED AS FOLLOWS:

PARCEL 1: 70 YARDS OFF SOUTH END OF EAST $\frac{1}{2}$ OF NORTHEAST $\frac{1}{4}$ OF THE
NORTHEAST $\frac{1}{4}$ OF SECTION 31, TOWNSHIP 18 SOUTH, RANGE 23 EAST;

AND

PARCEL 2: SOUTH $\frac{3}{4}$ OF THE EAST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF THE
NORTHEAST $\frac{1}{4}$ OF SECTION 31, TOWNSHIP 18 SOUTH, RANGE 23 EAST, LESS
THE SOUTH 70 YARDS THEREOF, AND LESS THE NORTH 420 FEET THEREOF
AND LESS THE RIGHT-OF-WAY FOR SR No 35;

AND

PARCEL 3: A PART OF THE NORTH $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 31,
TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA,
DESCRIBED AS FOLLOWS: FROM THE NORTHWEST CORNER OF THE NORTH $\frac{1}{2}$
OF THE NORTHEAST $\frac{1}{4}$, RUN S00°07'00"W, ALONG THE WEST LINE OF SAID
NORTH $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$, 33.00 FEET, MORE OR LESS, TO THE SOUTH

RIGHT-OF-WAY OF HIGHWAY NO. 462; RUN THENCE S89°46'50"E, ALONG SAID SOUTH RIGHT-OF-WAY OF HIGHWAY NO. 462 A DISTANCE OF 1354.96 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING RUN S00°06'20"W, 1288.47 FEET TO THE SOUTH LINE OF THE NORTH ½ OF THE NORTHEAST ¼ ; RUN THENCE S89°51'00"E, ALONG SAID SOUTH LINE OF NORTH ½ OF THE NORTHEAST ¼, 636.11 FEET TO THE SOUTHEAST CORNER OF THE WEST ¾ OF THE NORTH ½ OF THE NORTHEAST ¼; RUN THENCE N00°06'15"E, ALONG THE EAST LINE OF SAID WEST ¾ OF THE NORTH ½ OF THE NORTHEAST ¼ , 854.00 FEET; THENCE N89°46'50"W, 466.70 FEET; THENCE N00°06'15"E, 433.70 FEET TO THE SOUTH RIGHT-OF-WAY OF HIGHWAY NO. 462; RUN THENCE N89°46'50"W, ALONG SAID RIGHT-OF-WAY OF HIGHWAY NO. 462, A DISTANCE OF 169.37 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINS 21.24 ACRES MORE OR LESS.

This property is to be reclassified from C-3 to a combination of R-5 & C-3 containing 21.24 acres, more or less;

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

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

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

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

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

SECTION 4. This Ordinance shall take effect 31 days after its final reading by the City Commission of the City of Wildwood.

DONE AND ORDAINED this _____ day of _____, 2022, by the City Commission of the City of Wildwood, Florida.

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

Ed Wolf, Mayor

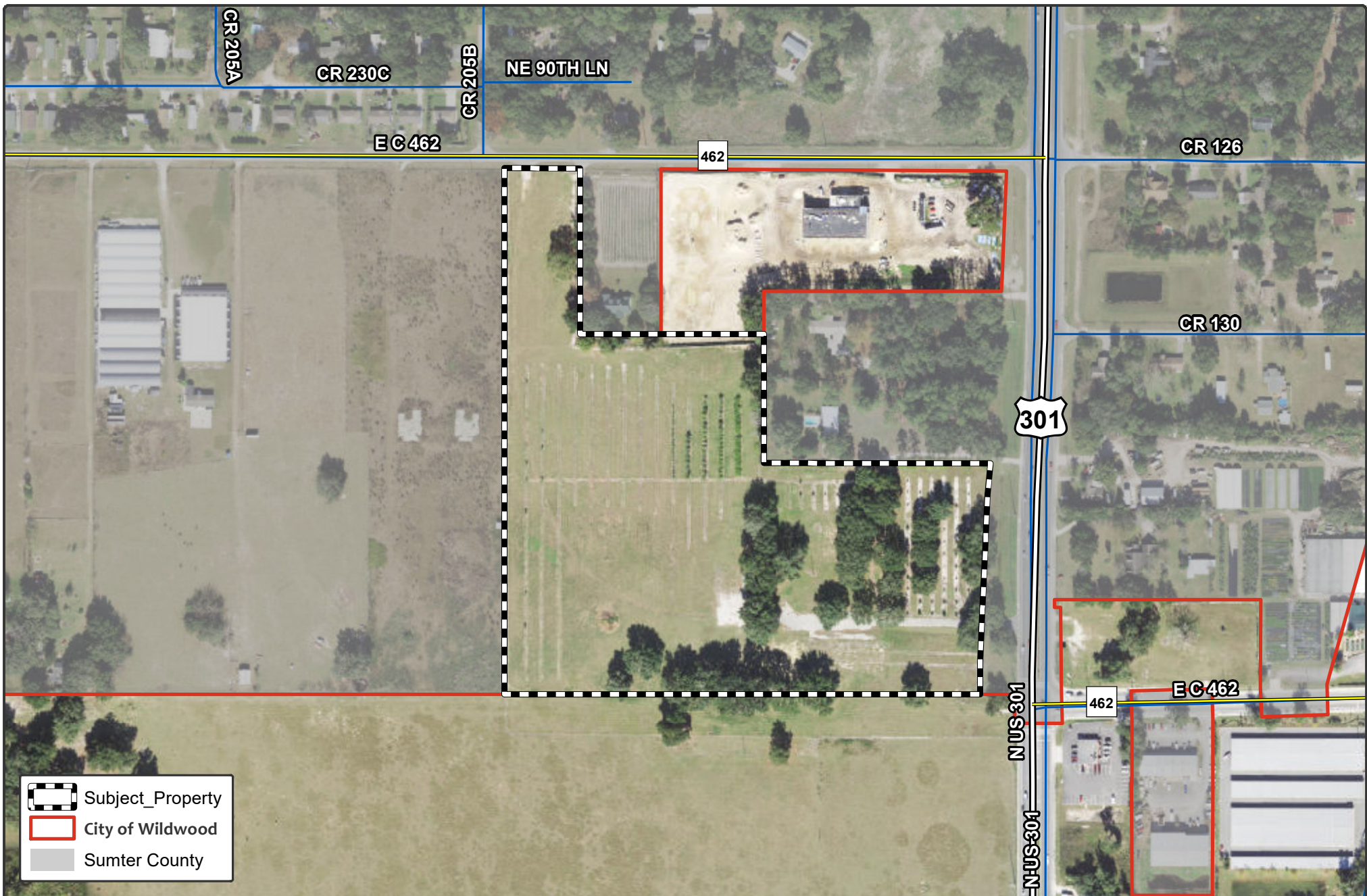
ATTEST: _____
Susan Patterson, City Clerk

First Reading: _____

Second Reading: _____

Approved as to form:

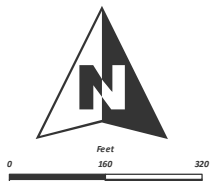
City Attorney



-  Subject_Property
-  City of Wildwood
-  Sumter County

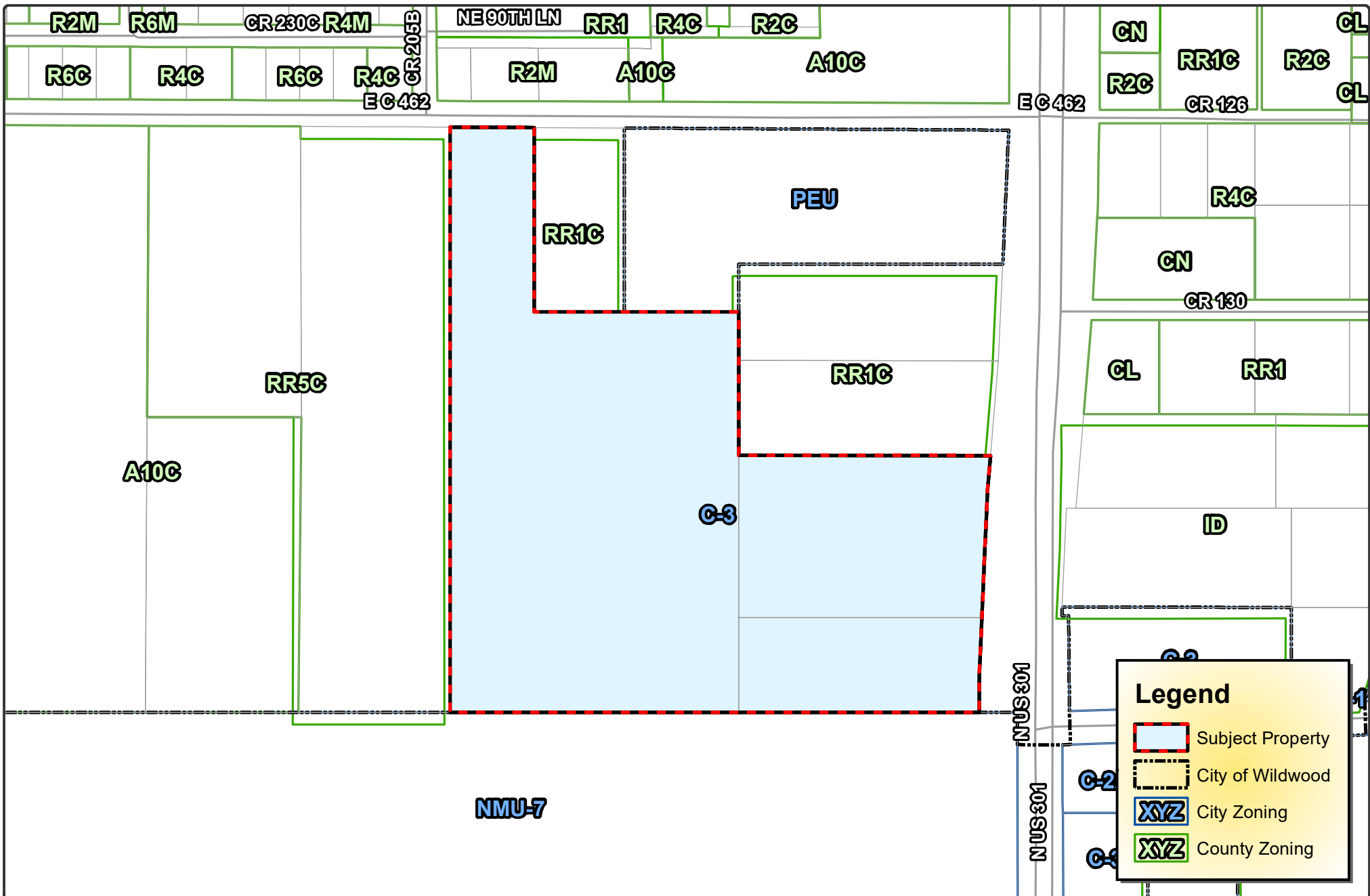


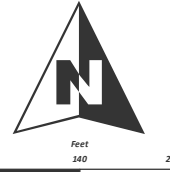
**CITY OF
WILDWOOD**
100 North Main Street
Wildwood, FL 34785
Phone: (352) 330-1330
www.wildwood-fl.gov



CP 2208-002 / RZ 2208-002
TWISTED OAKS MULTI-FAMILY
PARCELS D31-002, D31-003, & D31-016

MAP 1B
**LOCATION
MAP**
**OCTOBER
2022**



 WILDWOOD FLORIDA	CITY OF WILDWOOD 100 North Main Street Wildwood, FL 34785 Phone: (352) 330-1330 www.wildwood-fl.gov		RZ 2208-002 TWISTED OAKS MULTI-FAMILY PARCELS D31-002, D31-003, & D31-016	MAP 3A CURRENT ZONING OCTOBER 2022
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City of Wildwood, Florida
Planning & Zoning Board/Special Magistrate

The case below was heard on Tuesday, November 1, 2022, by the Special Magistrate. The applicant seeks approval and favorable recommendation from the City of Wildwood Planning and Zoning Board/Special Magistrate for a Zoning Map Amendment to change the zoning district from C-3 (City) to R-5 & C-3 (City) on 21.24 acres MOL.

Case # RZ 2208-002 Twisted Oaks Multi-Family

Applicant KL Twisted Oaks LLC

Owner KL Twisted Oaks LLC

Parcel Number(s) D31-016, D31-002 & D31-003

Under Land Development Regulation (LDR) § 1.7(C), the Planning and Zoning Board/Special Magistrate has a duty to make a recommendation to the City Commission on all proposed Zoning Map amendments.

Based upon the testimony, evidence, and information presented as to the criteria set forth in LDR § 1.7(D), the Special Magistrate recommends approval of the Zoning Map amendment and gives a favorable recommendation of Ordinance O2022-93 to the City Commission for final determination.

Dated: November 1, 2022



Lindsay C.T. Holt
Special Magistrate City of Wildwood

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: AN 2209-002 A&A Plaza

REQUESTED ACTION: Staff recommends approval.

CONTRACT: Vendor/Entity:
Effective Date: Termination Date:
Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

The applicant, A&A Brothers LLC, on behalf of the owners, Ammar Mousa and Amer Al-Shareef, has submitted a voluntary annexation application for parcel K09A004. The property to be annexed totals 5 acres MOL and is located along E C 470, south and east of CR 500, and approximately 0.5 miles west of Marsh Bend Trail.

Annexation into the City is appropriate because the properties are contiguous to the City limits and are within the City's Joint Planning Area with Sumter County, which allows for voluntary annexations within the planning area that would otherwise not be permissible under statute due to the creation of a "pocket" or "enclave."

The applicant plans to modify existing property from low density residential to commercial. However, water and sewer are not available on the subject property currently. The applicant will need to work with the City Utilities department to connect to utilities when development is proposed. It is important to note that there is no sanitary sewer accessible to this parcel.

Still, the parcel is within the JPA, and the surrounding future land use is designated for commercial use. In addition, the applicant has expressed their understanding not to develop the parcel until utilities become available sometime in the future.



Shaun Raja, Planner I,
Development Services Department

ORDINANCE NO. O2022-95

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROVIDING FOR THE VOLUNTARY ANNEXATION OF CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 5 ACRES LOCATED ALONG E C 470, SOUTH AND EAST OF CR 500 AND APPROXIMATELY 0.5 MILES WEST OF MARSH BEND TRAIL, IN SECTION 9, TOWNSHIP 20 NORTH, RANGE 23 EAST; WHICH IS CONTIGUOUS TO THE CITY LIMITS OF THE CITY OF WILDWOOD AND LOCATED IN THE CITY'S JOINT PLANNING AREA; PROVIDING THAT SECTION 1-14 OF THE CITY OF WILDWOOD CODE OF ORDINANCES IS AMENDED TO INCLUDE THE ANNEXED PROPERTY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. Based upon the petition of the owner of the following described real property, which is located on E C 470, approximately 0.5 miles west of Marsh Bend Trail, to be annexed into the City, the property is hereby annexed into the City of Wildwood pursuant to Sections 171.044 and 171.204, Florida Statutes. The City Commission finds that the property is contiguous to the City of Wildwood; is located within the City's Joint Planning Area with Sumter County; and meets all legal requirements for annexation. The annexed property lying in Sumter County, Florida, owned by A&A Brothers LLC, is more particularly described as follows:

Parcel K09A004
A&A Brothers LLC (OWNER)
5 Acres +/-

LEGAL DESCRIPTION

Lot 4, Indian Oaks, according to the plat thereof, as recorded in plat book "4", page(s) 53, public records of Sumter County, Florida.

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

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

SECTION 4. Until such time as the City amends its comprehensive plan, the current Sumter County zoning classification and future land use 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. The location map identifying the property to be annexed are attached hereto as "Exhibit A" and incorporated herein by reference.

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

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

DONE AND ORDAINED this _____ day of _____, 2022, by the City Commission of the City of Wildwood, Florida.

**CITY COMMISSION
CITY OF WILDWOOD, FLORIDA**

Ed Wolf, Mayor

ATTEST: _____
Susan Patterson, City Clerk

First Reading: _____

Second Reading: _____

Approved as to form:

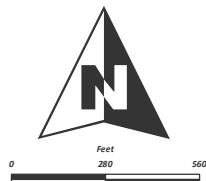
City Attorney



-  Subject_Property
-  City of Wildwood
-  Sumter County



**CITY OF
WILDWOOD**
100 North Main Street
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AN 2209-002
A&A PLAZA
PARCEL K09A004

MAP 1B
LOCATION
MAP
OCTOBER
2022

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: Water Meter Installation Charges

REQUESTED ACTION: Staff recommends approval.

CONTRACT: Vendor/Entity:
Effective Date: November 28, 2022 Termination Date:
Managing Division/Department: Executive

BUDGET IMPACT: Intent is to make water meter installations neutral to budget.

HISTORY/FACTS/ISSUES:

In the current supply chain climate, the prices of water meters have been very volatile. Meanwhile, the price the City of Wildwood has charged for the installation of water meters has not changed in over ten years. The City currently charges \$295.17 for a standard residential meter installation, while the actual cost of that installation is approximately \$391, with exact prices changing weekly if not daily. This resolution allows the staff to adjust the charges for meters based on the current market price. The resolution sets a minimum and maximum rate for water meters. This will keep the installation of water meters from becoming a burden on the utility department's operating costs.

This Resolution was drafted and approved by the City Attorney's office and is in compliance with state and local regulations.

RESOLUTION NO. R2022-33

A RESOLUTION OF THE CITY OF WILDWOOD, FLORIDA
PERTAINING TO THE ADOPTION OF WATER METER
INSTALLATION CHARGES; PROVIDING FOR
SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Wildwood has the right to regulate the supply of water within the City and to establish and collect fees and charges for usage of the City's water facilities; and

WHEREAS, pursuant to Section 19-26 of the City of Wildwood Code of Ordinances, the water fees and charges are required to be established following public notice and hearing; and

WHEREAS, the cost of water meters has been fluctuating on a regular basis due to market volatility, which often causes the City to incur losses; and

WHEREAS, the City Commission finds that extraordinary circumstances presently exist warranting the adoption of a water meter installation charge that provides for a maximum rate; and

WHEREAS, the City Commission finds that setting a maximum rate would create a flexible charge structure that would, depending on market conditions, protect the City from incurring a loss at times; and

WHEREAS, the City Commission finds that setting a maximum rate would create a flexible charge structure that would, depending on market conditions, allow the City to charge customers a lower installation charge when possible; and

WHEREAS, the City Commission finds that not setting a maximum rate with a flexible charge structure would require the City to charge a water meter installation charge at the highest known cost; and

WHEREAS, The City Commission of the City of Wildwood, Florida finds it is reasonable and in the best interest of the public to revise the water meter installation charges to reflect the market volatility and rising costs associated with the water meters;

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

Section 1. The recitals set forth in the preamble to this Resolution are incorporated herein by reference.

Section 2. The following schedule of water meter fees and charges for water services to be rendered by the City of Wildwood Utilities Department is effective after November 28, 2022:

See Attached Schedule of Water Meter Installation Charges

Section 3. The Max Prices listed on the attached Schedule shall be considered the official water meter installation charges, and are inclusive of installation charges and all meter installation accessories. The City shall, where possible, reduce the water meter installation charges, depending upon market conditions and the cost of water meters. Notwithstanding any other provisions, however, the City has the sole discretion to determine the water meter installation charge at the time of purchase. In no event shall the charges be more than the max prices listed in the attached Schedule.

Section 4. If any portion of this Resolution is determined by any Court to be invalid, the invalid portion shall be stricken, and such striking shall not affect the validity of the remainder of this Resolution. If any Court determines that this Resolution, or any portion hereof, cannot be legally applied to any individual(s), group(s), entity(ies), property(ies), or circumstance(s), such determination shall not affect the applicability hereof to any other individual, group, entity, property, or circumstance.

Section 5. This Resolution shall become effective on November 28, 2022.

DONE AND RESOLVED this _____ day of _____, 20____, by the City Commission of the City of Wildwood, Florida.

**CITY COMMISSION
CITY OF WILDWOOD, FLORIDA**

Ed Wolf, Mayor

ATTEST: _____
Susan Patterson, City Clerk

SCHEDULE OF WATER METER INSTALLATION CHARGES

Meter Size	Minimum Rate	Max Rate
3/4" with Dual Check Valve assembly	\$314.00	\$376.80
1" T-10-includes installation	\$391.00	\$469.20
1-1/2"-FM-includes installation	\$784.00	\$940.80
1-1/2" Mach-10-includes installation	\$1,008.00	\$1,209.60
2" T-10-FM-includes installation	\$987.00	\$1,184.40
2" Mach-10-includes installation	\$1,192.69	\$1,431.23
3" TruFlo-(2Hr installation)	\$3,078.00	\$3,694.60
3" Mach-10-12LL-(2Hr installation)	\$3,266.15	\$3,919.38
3" Mach-10-17LL-(2Hr installation)	\$3,446.00	\$4,015.20
4" TruFlo-(2Hr installation)	\$3,502.00	\$4,202.40
4" Mach-10-14LL (2Hr installation)	\$4,112.31	\$4,946.77
4" Mac-10-20LL (2Hr installation)	\$4,227.69	\$5,073.23
6" TruFlo-(2Hr installation)	\$5,855.00	\$7,026.00
6" Mach-10-18LL (2Hr installation)	\$6,857.69	\$8,229.23
6" Mach-10-24LL (2Hr installation)	\$7,020.77	\$8,424.92
8"x 2" Protectus III w/ strainer (4Hr)	\$21,033.00	\$25,239.60
10" x 2" Protectus III w/ strainer (4Hr)	\$25,016.00	\$30,019.20

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: **Request for Blanket Purchase Agreement with Ferguson Waterworks in the Amount of \$210,000**

REQUESTED ACTION: Staff Recommends Approval

CONTRACT: Vendor/Entity: Ferguson Waterworks

Effective Date: 11/28/2022 Termination Date:

Managing Division/Department: Utility Department / Water Division

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

The Finance Department is requesting approval to issue a blanket purchase order with Ferguson Waterworks in the amount of \$210,000. Staff forecasts this is the remaining amount needed for meter purchases for the various developments within the City.

This purchase order will be utilized for the duration of the fiscal year and will allow the Water Department to order water meters to keep ahead of demand. Attached is the sole source letter for Ferguson Waterworks. In 2021, Ferguson Waterworks purchased Sunstate Meter Company and is now the direct supplier of the City standard Neptune Meters.

Funds are available in account 401-533-30-5220 (Water Meters).



NEPTUNE
TECHNOLOGY GROUP

Jan. 18, 2022

Mr. John Cornell
Distribution & Collections Manager
City of Wildwood
Wildwood, Florida

Dear Mr. Cornell,

Please note that Ferguson Waterworks, Inc., is the sole authorized Neptune Distributor with a resell supply agreement in the State of Florida.

The geographical area of responsibility assigned to them includes all Counties within the State of Florida.

Types: Classes of customers exclusively assigned are: Municipalities, private water companies, contractors, and plumbers.

Hence, our Distributor(s) are required to maintain a sufficient inventory of Neptune Water Metering Products to provide customer field servicing.

Thank you in advance for your cooperation.

Sincerely,

Terry D. Gullett

Terry D. Gullett
Senior Territory Manager
Neptune Technology Group, Inc.

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Water and Wastewater Treatment Plant Chemicals Bid Results

REQUESTED ACTION: Staff recommends approval to establish Hawkins and Allied Universal as providers for specific chemical deliveries as defined in the following summary.

CONTRACT: Vendor/Entity: Multiple
Effective Date: 11/28/2022 Termination Date: 11/28/2024
Managing Division/Department:

BUDGET IMPACT: Bid results will likely create a need to increase the chemical budgets for the water and wastewater operating budgets.

HISTORY/FACTS/ISSUES:

The City recently issued Request for Bid (RFB) 2023-01 Water and Wastewater Treatment Chemicals. We received many questions during the process but only had three submissions. The RFB sought bids on three chemicals: Liquid Chlorine, Liquid Sulfuric Acid, and Liquid Poly Phosphate Corrosion Inhibitor. One of our current suppliers, Hawkins, submitted a bid on all three products, Brenntag submitted a bid for Chlorine and Sulfuric Acid, and another current supplier, Allied Universal, submitted a bid for bulk Liquid Chlorine. The chlorine bids are somewhat unique because some plants require small deliveries and others require large deliveries. The differing-sized deliveries are generally served by different vendors, which is represented in the RFB responses, with Allied Universal only bidding on wastewater treatment plant (large) deliveries and Brenntag requiring a minimum delivery of 1,000 gallons for chlorine and 600 - 800 gallons for sulfuric acid. Due to Brenntag's price/delivery size requirements, they were not the low bid on any products. Allied Universal had the low bid for large-volume chlorine at \$1.57/gallon. Hawkins was the low bid on small quantity chlorine deliveries at \$2.35/gal. They were the only company to bid on liquid poly phosphate corrosion inhibitor, which came in at \$19.50/gal. Hawkins also, due to price/delivery size needs, was recognized as the only company to be able to supply liquid sulfuric acid at a delivery size required by our facilities.

Staff is recommending approval to establish Hawkins as the provider for liquid sulfuric acid at \$6.50/gal., liquid poly phosphate corrosion inhibitor at \$19.50/gal., and small quantity chlorine deliveries at \$2.35/gal. Staff is also recommending approval to establish Allied Universal as the provider for large quantity chlorine at the price of \$1.57/gal.

RFB 2023-01 Water and Wastewater Treatment Chemicals Bid Tab			
	Allied*	Brenntag**	Hawkins
	BID PRICE		
Liquid Chlorine Small Delivery ARO	N/B	\$ 2.56 3 Days	\$ 2.35 5-7 Days
Liquid Chlorine Bulk Delivery ARO	\$ 1.57	\$ 2.56 3 Days	\$ 2.35 5-7 Days
Sulfuric Acid ARO	N/B	\$ 5.12 3 Days	\$ 6.50 5-7 Days
Poly Phosphate Corrossion Inhibitor ARO	N/B	N/B	\$ 19.50 5-7 Days

* Allied Universal Bid restricted to Wastewater Treatment Plants

** Brenntag Liquid Chlorine bid requires min. 1,000 gal deliveries to water treatment plants only

** Brenntag Sulfuric Acid bid requires min. 600 gl - 800 gl deliveries



WILDWOOD
FLORIDA

BID FORM FOR CITY OF WILDWOOD

BID FORM	
Deliver Bid to: City of Wildwood 100 N Main Street Wildwood, FL 34785	RFB#2023-01 Water and Wastewater Treatment Chemicals
To be opened and publicly read on November 18, 2022 at 11 a.m. at City Hall, 100 N. Main Street, Wildwood	
Company Name Hawkins, Inc.	Phone Number 800-330-1369
Vendor Mailing Address 2381 Rosegate	Contact Person Raymond Pool
City, State, and Zip Code Roseville, MN 55113	Contact Email Address chuck.pool@hawkinsinc.com
FEID Number 41-0771293	Company Representative Signature  Title: <i>Region Manager</i>
ITEM DESCRIPTION	PRICE
Liquid Chlorine (Concentration 12.5%)	\$ <u>2.35</u> /gal
Lead Time - ARO	<u>5-7</u> /Calendar Days
Liquid Sulfuric Acid (Concentration 93%)	\$ <u>6.50</u> /gal
Lead Time - ARO	<u>5-7</u> /Calendar Days
Liquid Poly Phosphate Corrosion Inhibitor	\$ <u>19.50</u> /gal
Lead Time - ARO	<u>5-7</u> /Calendar Days



BID FORM	
Deliver Bid to: City of Wildwood 100 N Main Street Wildwood, FL 34785	RFB#2023-01 Water and Wastewater Treatment Chemicals
To be opened and publicly read on November 18, 2022 at 11 a.m. at City Hall, 100 N. Main Street, Wildwood	
Company Name Brenntag Mid-South, Inc	Phone Number (270) 860-3145
Vendor Mailing Address 250 Central Florida Parkway	Contact Person Ray Sibbitt
City, State, and Zip Code Orlando FL 32824	Contact Email Address Rsibbitt@brenntag.com
FEID Number 61-0504545	Company Representative Signature Title: Director of Minibulk/Municipal Bids
ITEM DESCRIPTION	PRICE
Liquid Chlorine (Concentration 12.5%) Lead Time - ARO	Price firm for 6 months \$ \$2.5600 /gal Min 1000gl deliveries water treatment plants only 3 /Calendar Days
Liquid Sulfuric Acid (Concentration 93%) Lead Time - ARO	\$ \$5.1200 /gal Min 600gl-800gl deliveries 3 /Calendar Days
Liquid Poly Phosphate Corrosion Inhibitor Lead Time - ARO	\$ NO BID /gal /Calendar Days



WILDWOOD FLORIDA

BID FORM FOR CITY OF WILDWOOD

BID FORM	
Deliver Bid to: City of Wildwood 100 N Main Street Wildwood, FL 34785	RFB#2023-01 Water and Wastewater Treatment Chemicals
To be opened and publicly read on November 18, 2022 at 11 a.m. at City Hall, 100 N. Main Street, Wildwood	
Company Name Allied Universal Corporation	Phone Number (305) 888-2623
Vendor Mailing Address 3901 NW 115th Ave.	Contact Person Cristhianne Munguia
City, State, and Zip Code Miami, FL 33178	Contact Email Address Bids@Allieduniversal.com
FEID Number 59-0776285	Company Representative Signature  Title: Bid Coordinator
ITEM DESCRIPTION	PRICE
Liquid Chlorine (Concentration 12.5%)	\$1.57 /gal
Lead Time - ARO	2-3 /Calendar Days
Liquid Sulfuric Acid (Concentration 93%)	\$ NO BID /gal
Lead Time - ARO	/Calendar Days
Liquid Poly Phosphate Corrosion Inhibitor	\$ NO BID /gal
Lead Time - ARO	/Calendar Days



Headquarters
3901 NW 115th Avenue
Miami, Florida 33178
305-888-2623 office
305-885-4671 fax

November 9, 2022

Cassandra Smith
City of Wildwood
100 N Main Street.
Wildwood, FL 34785
csmith@wildwood-fl.gov

RE: Exception for RFP # 2023-01, Water and Wastewater Treatment Chemicals

Dear Mrs. Smith:

As requested per RFP # 2023-01 please note below Allied Universal Corporation's exception.

Due to the requested delivery quantities to the Water Treatment Plants being too small for our tanker trucks, our Bid price of \$1.57/gl only applies to the Wastewater Treatment Plants listed below.

- 1) Wastewater Treatment Plant (1290 Industrial Drive, Wildwood, Florida 34785)
- 2) Wastewater Treatment Plant (50 Continental Boulevard Wildwood, Florida 34785)

We look forward to doing business with you in the near future.

Very truly yours,

Allied Universal Corporation

Cristhianne Munguia
Bid Coordinator

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: **CR 209 Water Main Extension Phase No. 1 Pay App No. 4 in the Amount of \$136,952.87**

REQUESTED ACTION: Staff Recommends Approval

CONTRACT: Vendor/Entity: Hartman Civil Construction Co, Inc.

Effective Date: 11/17/2022 Termination Date:

Managing Division/Department: Utility Department / Water Division

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

In September of 2021, the City awarded the CR 209 Phase I Water Main Extension project to Hartman Civil Construction Co, Inc. Attached is Pay Application No. 4 for the project in the amount of \$136,952.87.

Kimley-Horn & Associates and City Staff have reviewed the pay application and are recommending approval to pay Hartman Civil Construction Co, Inc in the amount of \$136,952.87. Funds are available in account 401-535-70-7319 (CR-209 Water Main Extension) with an outstanding balance of \$790,863.03.

APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE 1 of 1 PAGES

TO OWNER:

City Of Wildwood
110 North Main Street
Wildwood, FL 34785

FROM CONTRACTOR:

Hartman Civil Construction Co., Inc.
9200 SW HWY 484
Ocala, FL 34481

PROJECT:

CR 209 WATER MAIN EXTENSION - PHASE 1

PROJECT MANAGER: TREY CLAYTON

APPLICATION #: 4

PERIOD TO: 9/30/2022

PROJECT NOS:

PURCHASE ORDER NO.

CONTRACT DATE: 10/5/21

Distribution to:

☐	Owner
☒	Proj. Mgr
☐	Architect
☐	Contractor

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM-----	\$	1,347,788.00
2. Net change by Change Orders-----	\$	210,280.65
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	1,558,068.65
4. TOTAL COMPLETED & STORED TO DATE-\$ (Column G on Continuation Sheet)		940,099.82

5. RETAINAGE:

a. 10% of Completed Work	\$	61,605.66
b. 10% of Stored Material	\$	32,404.32

Total Retainage Line (5a + 5b) \$ 94,009.98

6. TOTAL EARNED LESS RETAINAGE-----
(Line 4 less Line 5 Total) \$ 846,089.84

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate)----- \$ 709,136.97

8. CURRENT PAYMENT DUE----- \$ 136,952.87

9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) \$ 711,978.81

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$210,280.65	
Total approved this Month		
TOTALS	\$210,280.65	
NET CHANGES by Change Order	\$210,280.65	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

CONTRACTOR:

By:

President

State of: Florida

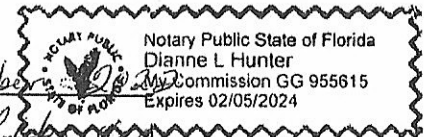
County of: Marion

Subscribed and sworn to before me this 3rd day of November

Date: 11-03-2022

Notary Public:

My Commission expires: 02-05-2024



CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ----- \$ 136,952.87

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

PROJECT MANAGER:

By:

By:

Date: 11/11/2022

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT
CONTRACTOR: HARTMAN CIVIL CONSTRUCTION COMPANY, INC.
PROJECT NAME: CR 229 WATER MAIN EXTENSION - PHASE 1

APPLICATION NUMBER 4
APPLICATION DATE: 10/18/22
PERIOD ENDING 9/30/22

Page: 1

APPLICATION DATE: 10/18/22 PERIOD ENDING: 9/30/22																							
A		B		C		D		E				F		G		H		I		J		K	
ITEM NO.	DESCRIPTION OF ITEM	UNIT OF MEAS	SCHEDULED VALUE	CONTRACT QUANTITY	UNIT COST	PREVIOUS APPLICATIONS		WORK COMPLETED		THIS APPLICATION		STORED MATERIALS	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	QUANTITY COMPLETE TO DATE (I + J)	PERCENT COMPLETE (G / I)	BALANCE TO FINISH (I - G)	RETAINAGE 10.00%	BALANCE TO FINISH PLUS RETAINAGE (I + J)					
						PREVIOUS PAID	PREVIOUS QUANTITY	THIS PERIOD	QUANTITY														
	GENERAL																						
1	MOBILIZATION	LS																					
2	MAINTENANCE OF TRAFFIC	LS	43,699.00	1.00	43,699.00	37,144.15	0.85	6,554.85	0.15	-	-	43,699.00	1.00	100	-	-	-	-	-	4,369.90	4,369.90		
3	SURVEY LAYOUT AND RECORD DRAWINGS	LS	30,000.00	1.00	30,000.00	18,000.00	0.60	3,000.00	0.10	-	-	21,000.00	0.70	70	9,000.00	2,100.00	-	-	11,100.00	11,100.00			
4	PROFESSIONAL SITE VIDEO (PRE & POST CONSTRUCTION)	LS	20,000.00	1.00	20,000.00	10,000.00	0.50	5,000.00	0.25	-	-	15,000.00	0.75	75	5,000.00	1,500.00	-	-	6,500.00	6,500.00			
5	RESTORATION GENERAL (INCLUDES ALL SITE RESTORATION FOR OPEN TRENCH CONSTRUCTION, COMPLETE)	LS	2,500.00	1.00	2,500.00	1,250.00	0.50	-	-	-	-	1,250.00	0.50	50	1,250.00	125.00	-	-	1,375.00	1,375.00			
6	OPEN CUT ROADWAY RESTORATION AND OVERLAY MILLING EXIST ASPHALT PAVT., 1 1/2" AVG DEPTH (INCLUDES CURB AND GUTTER, MARKINGS PER PLANS AND SPECIFICATIONS, OVERLAY SUPERPAVE ASPHALTIC CONC., TRAFFIC C (MARKINGS PER PLANS AND SPECIFICATIONS, COMPLETE)	SY	162,400.00	3,248.00	50.00	-	-	-	-	-	-	20,000.00	0.20	20	80,000.00	2,000.00	-	-	82,000.00	82,000.00			
7	TRANSITION TAPER AND OVERLAY	TON	58,200.00	291.00	200.00	-	-	-	-	-	-	-	-	-	-	162,400.00	-	-	162,400.00	162,400.00			
8	DRIVEWAY RESTORATION (6-INCH CONCRETE)	SY	33,225.00	1,329.00	25.00	-	-	-	-	-	-	-	-	-	-	58,200.00	-	-	58,200.00	58,200.00			
9	DRIVEWAY RESTORATION (OTHER)	SY	15,180.00	138.00	110.00	-	-	3,850.00	35.00	-	-	3,850.00	35.00	25	11,330.00	385.00	-	-	11,715.00	11,715.00			
10	UNSUITABLE MATERIALS	SY	17,025.00	227.00	75.00	-	-	-	-	-	-	-	-	-	-	17,025.00	-	-	17,025.00	17,025.00			
11	WATER MAIN	CY	25,000.00	1,000.00	25.00	450.00	18.00	2,700.00	108.00	-	-	3,150.00	126.00	13	21,850.00	315.00	-	-	22,165.00	22,165.00			
12	HYDRANT ASSEMBLY	EA	38,500.00	7.00	5,500.00	5,500.00	1.00	5,500.00	1.00	-	-	11,000.00	2.00	29	27,500.00	1,100.00	-	-	28,600.00	28,600.00			
13	8" PVC WATER MAIN (INCLUDING RESTRAINTS AND FITTINGS, COMPLETE)	LF	187,516.00	5,088.00	37.00	32,597.00	881.00	32,597.00	881.00	-	-	32,597.00	881.00	17	154,919.00	3,229.70	-	-	158,148.70	158,148.70			
14	8" DIP WATER MAIN (INCLUDING RESTRAINTS AND FITTINGS, COMPLETE)	LF	3,840.00	32.00	120.00	-	-	2,400.00	20.00	-	-	2,400.00	20.00	63	1,440.00	240.00	-	-	1,680.00	1,680.00			
15	12" PVC WATER MAIN (INCLUDING RESTRAINTS AND FITTINGS, COMPLETE)	LF	366,758.00	5,474.00	67.00	111,230.00	1,650.00	57,620.00	890.00	-	-	168,840.00	2,520.00	46	197,918.00	16,884.00	-	-	214,802.00	214,802.00			
16	8" PVC WATER MAIN BY HDD (INCLUDES FITTINGS AND RESTRAINTS)	LF	20,610.00	229.00	90.00	20,610.00	229.00	-	-	-	-	20,610.00	229.00	100	-	2,061.00	-	-	2,061.00	2,061.00			
17	INSTALL 20" STEEL CASING BY OPEN CUT	LF	19,350.00	129.00	150.00	-	-	-	-	-	-	-	-	-	-	19,350.00	-	-	19,350.00	19,350.00			
18	INSTALL 24" STEEL CASING BY OPEN CUT	LF	24,160.00	151.00	160.00	-	-	-	-	-	-	-	-	-	-	24,160.00	-	-	24,160.00	24,160.00			
19	8" GATE VALVE	EA	16,100.00	7.00	2,300.00	4,600.00	2.00	-	-	-	-	-	-	-	-	16,100.00	-	-	16,100.00	16,100.00			
20	12" GATE VALVE	EA	31,300.00	9.00	3,700.00	3,700.00	1.00	3,700.00	1.00	-	-	7,400.00	2.00	22	23,900.00	740.00	-	-	24,640.00	24,640.00			
21	ABOVE GRADE OFFSET AIR RELEASE VALVE	EA	15,900.00	3.00	5,300.00	10,600.00	2.00	-	-	-	-	10,600.00	2.00	67	5,300.00	1,060.00	-	-	6,360.00	6,360.00			
22	BACTERIOLOGICAL SAMPLE POINTS	EA	12,000.00	12.00	1,000.00	3,000.00	3.00	-	-	-	-	4,000.00	4.00	33	8,000.00	400.00	-	-	8,400.00	8,400.00			
23	RESTRAINED 12" PLUG	EA	750.00	1.00	750.00	-	-	-	-	-	-	-	-	-	-	750.00	-	-	750.00	750.00			
24	RESTRAINED 12" CAP	EA	850.00	1.00	850.00	-	-	-	-	-	-	-	-	-	-	850.00	-	-	850.00	850.00			
25	8" TAPPING SLEEVE AND VALVE	EA	5,000.00	1.00	5,000.00	-	-	-	-	-	-	-	-	-	-	5,000.00	-	-	5,000.00	5,000.00			
26	TEMP. JUMPER CONNECTION (INCLUDES 8 AND 4-INCH TAPPING SADDLE, LINE STOPS PER PLAN AND DETAILS FOR A COMPLETE JUMPER CONNECTION)	EA	9,000.00	1.00	9,000.00	-	-	-	-	-	-	-	-	-	-	9,000.00	-	-	9,000.00	9,000.00			
27	REMOVE EXISTING WATER MAIN	EA	20,625.00	1.875.00	11	-	-	-	-	-	-	-	-	-	-	20,625.00	-	-	20,625.00	20,625.00			
28	TIE IN TO EXISTING WATER MAIN (INCLUDES REQUIRED SPOOL PIECE AND COUPLING FOR A COMPLETE CONNECTION)	EA	2,500.00	1.00	2,500.00	-	-	-	-	-	-	-	-	-	-	2,500.00	-	-	2,500.00	2,500.00			
29	INSTALL NEW WATER MAIN ASSEMBLY AND RECONNECT EXISTING SERVICE TO PROPOSED WATER MAIN	EA	19,800.00	11.00	1,800.00	-	-	-	-	-	-	-	-	-	-	19,800.00	-	-	19,800.00	19,800.00			
30	FENCE REMOVAL AND REPLACEMENT	LS	20,000.00	1.00	20,000.00	10,000.00	0.50	-	-	-	-	10,000.00	0.50	50	10,000.00	1,000.00	-	-	11,000.00	11,000.00			
31	PAYMENT AND PERFORMANCE BOND	LS	24,000.00	1.00	24,000.00	24,000.00	1.00	-	-	-	-	24,000.00	1.00	100	-	2,400.00	-	-	2,400.00	2,400.00			
	STORED MATERIALS																						
	SUB TOTAL - BASE BID					324,043.17		101,324.85				324,043.17				(324,043.17)			32,404.32	(291,638.85)			
	CONTINGENCY/CHANGE ORDERS		1,347,788.00			626,714.32						728,039.17		54.02	619,748.83	72,803.92			692,552.75	692,552.75			
	DEPTH (INCLUDES CURB AND GUTTER, MARKINGS PER PLANS AND SPECIFICATIONS, COMPLETE)																						
CO1	OVERLAY SUPERPAVE ASPHALTIC CONC., TRAFFIC C (MARKINGS PER PLANS AND SPECIFICATIONS, COMPLETE)	SY	(19,850.00)	(397.00)	\$ 50.00	-	-	-	-	-	-	-	-	-	-	(19,850.00)	-	-	(19,850.00)	(19,850.00)			
CO1	TRANSITION TAPER AND OVERLAY	TON	(2,800.00)	(14.00)	\$ 200.00	-	-	-	-	-	-	-	-	-	-	(2,800.00)	-	-	(2,800.00)	(2,800.00)			
CO1	8" PVC WATER MAIN (INCLUDING RESTRAINTS AND FITTINGS, COMPLETE)	LF	(6,200.00)	(248.00)	\$ 25.00	-	-	-	-	-	-	-	-	-	-	(6,200.00)	-	-	(6,200.00)	(6,200.00)			
CO1	8" PVC WATER MAIN BY HDD (INCLUDES FITTINGS AND RESTRAINTS)	LF	(14,430.00)	(390.00)	\$ 37.00	-	-	-	-	-	-	-	-	-	-	(14,430.00)	-	-	(14,430.00)	(14,430.00)			
CO1	INSTALL 20" STEEL CASING BY OPEN CUT	LF	37,800.00	420.00	\$ 90.00	37,800.00	420.00	-	-	-	-	37,800.00	420.00	100	-	3,780.00	-	-	3,780.00	3,780.00			
CO1	ABOVE GRADE OFFSET AIR RELEASE VALVE	EA	(4,500.00)	(30.00)	\$ 150.00	-	-	-	-	-	-	-	-	-	-	(4,500.00)	-	-	(4,500.00)	(4,500.00)			
CO1	Transport Fee For PPVC	EA	5,300.00	1.00	\$ 5,300.00	5,300.00	1.00	-	-	-	-	5,300.00	1.00	100	-	530.00	-	-	530.00	530.00			
	CR 229 WATER MAIN EXTENSION	EA	1,780.65	1.00	\$ 1,780.65	1,780.65	1.00	-	-	-	-	1,780.65	1.00	100	-	178.07	-	-	178.07	178.07			
	GENERAL																						
CO2	MOBILIZATION	LS	9,500.00	1.00	\$ 9,500.00	9,500.00	1.00	-	-	-	-	9,500.00	1.00	100	-	950.00	-	-	950.00	950.00			
CO2	MAINTENANCE OF TRAFFIC	LS	7,500.00	1.00	\$ 7,500.00	3,750.00	0.50	3,750.00	0.50	-	-	7,500.00	1.00	100	-	750.00	-	-	750.00	750.00			
CO2	SURVEY LAYOUT AND RECORD DRAWINGS	LS	3,000.00	1.00	\$ 3,000.00	1,500.00	0.75	1,500.00	0.75	-	-	3,000.00	1.00	100	-	300.00	-	-	300.00	300.00			
CO2	PROFESSIONAL SITE VIDEO (PRE & POST CONSTRUCTION)	LS	1,500.00	1.00	\$ 1,500.00	750.00	0.50	750.00	0.50	-	-	1,500.00	1.00	100	-	150.00	-	-	150.00	150.00			
CO2	OPEN CUT ROADWAY RESTORATION	SY	6,250.00	125.00	\$ 50.00	6,250.00	125.00	-	-	-	-	6,250.00	125.00	100	-	625.00	-	-	625.00	625.00			
CO2	OVERLAY SUPERPAVE ASPHALTIC CONC.	SY	6,000.00	30.00	\$ 200.00	-	-	-	-	-	-	-	-	-	-	6,000.00	-	-	6,000.00	6,000.00			
CO2	DRIVEWAY RESTORATION CONCRETE	SY	13,750.00	125.00	\$ 110.00	-	-	-	-	-	-	13,750.00	125.00	100	-	1,375.00	-	-	1,375.00	1,375.00			
CO2	RESTORATION GENERAL	SY	20,000.00	1.00	\$ 20,000.00	5,000.00	0.25	15,000.00	0.75	-	-	20,000.00	1.00	100	-	2,000.00	-	-	2,000.00	2,000.00			
CO2	UNSUITABLE MATERIALS	CY	2,500.00	100.00	\$ 25.00	-	-	-	-	-	-	-	-	-	-	2,500.00	-	-	2,500.00	2,500.00			
CO2	WATER MAIN	EA	5,500.00	1.00	\$ 5,500.00	5,500.00	1.00	-	-	-	-	5,500.00	1.00	100	-	550.00	-	-	550.00	550.00			
CO2	HYDRANT ASSEMBLY	LF	50,760.00	540.00	\$ 94.00	50,760.00	540.00	-	-	-	-	50,760.00	540.00	100	-	5,076.00	-	-	5,076.00	5,076.00			
CO2	12" FITTINGS	LS	8,500.00	1.00	\$ 8,500.00	3,700.00	1.00	-	-	-	-	8,500.00	1.00	100	-	850.00	-	-	850.00	850.00			
CO2	12" GATE VALVE	EA	2,160.00	1.00	\$ 2,160.00	2,160.00	1.00	-	-	-	-	2,160.00	1.00	100	-	216.00	-	-	216.00	216.00			
CO2	12" LINE STOP	EA	15,000.00	1.00	\$ 15,000.00	9,000.00	1.00	-	-	-	-	9,000.00	1.00	100	-	900.00	-	-	900.00	900.00			
CO2	12" TAPPING SLEEVE & VALVE	EA	9,000.00	1.00	\$ 9,000.00	4,500.00	1.00	-	-	-	-												

CONTINUATION SHEET

Page: 2

APPLICATION AND CERTIFICATE FOR PAYMENT
CONTRACTOR: HARTMAN CIVIL CONSTRUCTION COMPANY, INC.
PROJECT NAME: CR 209 WATER MAIN EXTENSION - PHASE I

APPLICATION NUMBER: 4
APPLICATION DATE: 10/18/22
PERIOD ENDING: 9/30/22

A		B			C			D		E			F			G	L	H	I	J	K
ITEM NO.	DESCRIPTION OF ITEM	UNIT OF MEAS	SCHEDULED VALUE	CONTRACT QUANTITY	UNIT COST	PREVIOUS APPLICATIONS		THIS APPLICATION			TOTAL COMPLETED AND STORED TO DATE (D+E+F)	QUANTITY COMPLETE TO DATE (*)	PERCENT COMPLETE (G/I)	BALANCE TO FINISH (+G)	RETAINAGE 10.04%	BALANCE TO FINISH PLUS RETAINAGE (I+J)					
						PREVIOUS PAID	PREVIOUS QUANTITY	THIS PERIOD	QUANTITY	STORED MATERIALS											
C01	FENCE REMOVAL AND REPLACEMENT	LS	5,000.00	1.00	\$ 5,000.00	-	-	-	-	-	-	-	-	-	-	5,000.00	-	-	-	-	
C02	CLEARING & GRUBBING	LS	7,500.00	1.00	\$ 7,500.00	1,875.00	0.25	5,625.00	0.75	-	7,500.00	1.00	100	-	-	750.00	-	-	-	-	
C03	4" PVC FORCE MAIN	LF	13,500.00	360.00	\$ 45.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
C02	4" GATE VALVES	EA	4,000.00	2.00	\$ 2,000.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
C02	TIE IN TO EXISTING	EA	2,500.00	1.00	\$ 2,500.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
C02	BOND																				
C02	PAYMENT AND PERFORMANCE BOND	LS	3,500.00	1.00	\$ 3,500.00	3,500.00	1.00	-	-	-	3,500.00	1.00	100	-	-	350.00	-	-	-	-	
	SUB TOTAL - CONTINGENCY/CHANGE ORDERS		210,280.65			-		50,848.00		-	212,040.65		100.85	(1,780.00)		21,206.07					
	TOTAL BID		1,558,068.65			787,929.97		151,169.85		-	940,099.82		68.34	617,068.83		94,809.98					

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Wildwood Professional Plaza - Developer's Agreement

REQUESTED ACTION: Staff recommends approval of the attached Developer's Agreement.

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department: DSD

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

The attached developer's agreement is between the City of Wildwood, FL and Wildwood Professional Plaza, LLC. The project consists of a 4,711 SF law office and a 4,880 SF professional office building on 2.57 acres MOL. The subject property is generally located one half mile north of E C-462 and one quarter mile south of Peppertree Terrace on the east side of US 301.

The project will be served by City of Wildwood water and wastewater services. Terms of payment of system development charges (SDCs) are outlined in the agreement. In addition to the infrastructure needs required to serve the project, the developer has agreed to upsize the water and wastewater lines in accordance with the city's needs as outlined in the 2019 Utility Master Plan.

The "pioneering" aspect of the attached agreement provides an avenue for the developer to recoup the value of the additional cost of these infrastructure improvements.

The terms of this developer's agreement were developed and finalized in consultation with the utilities department, city engineer, and city attorney.



Melanie Peavy
Development Services Director

**DEVELOPER'S AGREEMENT
BETWEEN THE CITY OF WILDWOOD
AND Wildwood Professional Plaza
(Millhorn Law Plaza)**

This agreement, effective this 15th day of November, 2022, made and entered into by and between the City of Wildwood, Florida, a Florida municipal corporation (hereinafter called "City"), and Wildwood Professional Plaza, LLC, a Florida limited liability company (hereinafter called "Developer").

RECITALS

WHEREAS, Developer's Agreements strengthen the public planning process, encourage sound capital improvements planning, and assist in assuring that there are adequate capital facilities for development;

WHEREAS, City is a regional water, wastewater, reuse water and municipal services provider;

WHEREAS, Developer owns in fee simple certain real property described on the attached Exhibit "A" (the "Property");

WHEREAS, Developer's proposed development locally known as the Millhorn Law Plaza requires access to water, wastewater, and other municipal services;

WHEREAS, Developer desires to procure services, including, but not limited to, water, wastewater, and other municipal services, from the City for the Property, and City desires to provide water, wastewater, and other municipal services to the Property;

WHEREAS, Developer has agreed to make certain infrastructure improvements to water and wastewater lines running across the Property to allow for future expansion of the City's water and wastewater systems on the west side of the Property;

WHEREAS, The parties desire to enter into this Agreement confirming their agreement regarding the furnishing of municipal services, including but not limited to water, wastewater, and other municipal services for the Property;

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

WHEREAS, The City Commission has approved this Agreement and has authorized the City Manager to execute this Agreement by motion passed at a regular City Commission meeting on _____;

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:
 - A. ***“Agreement”*** – This Developer’s Agreement, as the same may be subsequently amended, modified or supplemented pursuant to its terms and provisions.
 - B. ***“Approved Plan”*** – The approved site plan for Developer’s Property, known as SP 2112-002 Wildwood Professional Plaza.
 - C. ***“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.
 - D. ***“County”*** – Sumter County, Florida, a political subdivision of the State of Florida.
 - E. ***“Developer”*** – Wildwood Professional Plaza, LLC, and its successors, and assigns in interest, and/or title, including any Homeowners/Property Owners Association to be created by Developer to which all common improvements described in this Agreement, will be conveyed and under whom all future maintenance responsibilities will fall.
 - F. ***“Equivalent Residential Unit”*** – As defined by City Ordinance, also referred to in this Agreement as “ERU.” The term “Equivalent Residential Connection,” also referred to as “ERC,” is synonymous with “ERU.”
 - G. ***“Homeowners/ Property Owners’ 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 open space, entry features, amenities, 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.

- H. ***"Party" or "Parties"*** – Refers to either Developer or City, or (as applicable) to both Developer and City.
- I. ***"Property"*** – The real property described on attached Exhibit "A."
- J. ***"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.
- K. ***"System Development Charge"*** – Those charges by City for a customer's proportionate share of the capital costs of the water and wastewater utility main lines and connection lines, as well as the hydraulic share of the facilities required to service that customer, as defined by City Ordinances and Resolutions, and is also referred to herein as an "SDC" or "SDC Fee."
- L. ***"Transmission Fee"*** – The portion of the SDC that represents the customer's proportionate share of the capital costs of the water and wastewater utility main lines and connection lines.
- M. ***"Treatment Fee"*** – The portion of the SDC that represents the customer's hydraulic share of the facilities required to service that customer.
- N. ***"Water Management District" or "SWFWMD"*** – The Southwest Florida Water Management District, an agency of the State of Florida.

3. Developer's Obligations.

A. System Development Charges and Capacity.

1. SDC Fees.

- a) The System Development Charge (SDC), when paid, refunds the City for the capital cost of the water and wastewater utility lines and purchases capacity in the water and wastewater infrastructure. SDC 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.
- b) The water SDC Fee and its components shall be calculated using City Ordinances and Resolutions in effect at the time Developer

pays the applicable SDC Fee. The calculations for the water SDC Fee components are shown on attached Exhibit "B."

- c) The wastewater SDC Fee shall be calculated using City Ordinances and Resolutions in effect at the time Developer pays the applicable SDC Fee. The calculations for the wastewater SDC Fee components are shown on attached Exhibit "B."
- d) Developer acknowledges and agrees that SDC Fees paid are non-refundable. However, the City acknowledges that should an unforeseen circumstance arise such that the City is unable to meet its obligation of service for any phase of development, or portion thereof, that the associated SDC fees will be refunded to the Developer.
- e) SDC Fees are calculated by the City based on the number of Equivalent Residential Units (ERU's) approved for a reservation of capacity as indicated on attached Exhibit "B." One (1) SDC Fee is due for each connection (ERU) reserved. Developer acknowledges that no water or wastewater capacity reservation is created, or implied, without City receiving payment of the applicable fees in accordance with the terms of this Agreement. Reservation of water and wastewater capacity is subject to capacity availability.
- f) Water and wastewater SDC Fees for the development shall be paid upon execution of this Agreement as outlined below in Section 3.A.2; the water and wastewater SDC Fees for each subsequent phase of development shall be paid upon the commencement of construction of the applicable phase as outlined below in Section 3.A.2.
- g) Developer understands that increases in capacity reserved, or any new purchase of capacity reservations, will result in additional SDC Fees being due from Developer to City.

2. Payment Schedule.

- a) The water and wastewater SDC Fees shall be calculated according to the rate schedule adopted by City and in effect at the time the Developer pays the applicable SDC Fee. The calculation of the SDC Fees for an Equivalent Residential Unit (ERU) based on the current rate schedule adopted by City is included in attached Exhibit "C."
- b) Developer must proceed with due diligence toward the use of all connections.

- c) SDC Fees are not reserved by City on speculation, and such reservation may be rescinded by the City if Significant Progress on construction of the applicable phase of Developer's project on the Property is not made within twenty four (24) months of the date the initial SDC Fee (or portion thereof) was paid by the Developer. The time for Significant Progress may be extended pursuant to the provisions of this Agreement concerning "Force Majeure".
 - d) The following actions must be completed by Developer prior to the reservation of water or wastewater ERU's:
 - 3.A.2.d.1. Developer must complete and file the City's Concurrency Determination and Concurrency Reservation applications.
 - 3.A.2.d.2. This Developer's Agreement, and all attachments, must be fully executed by Developer and City.
 - e) 50% of the SDC Fee for the Project shall be paid upon execution of this Agreement. The remaining 50% of the SDC Fee as it relates to each individual use shall be paid on issuance of each Construction Permit.
 - f) 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.
 - g) The City shall have the right, but not the obligation, to repurchase unused SDC fees by the Developer at the prevailing rate within seven (7) years of the effective date of this Agreement.
- 3. Until Developer provides City with payment for SDC Fees required by Developer for the applicable phase of development, as provided in Exhibit "D," and completes all other requirements of this Agreement, no permanent water or wastewater service will be provided to the Property. Construction water will be available to the Developer upon payment of the first 50% of the SDC Fee for the applicable portion of development.
 - 4. City reserves the right to determine the number of ERU's it will allow Developer to purchase. The City has determined at the time of execution of this Agreement that the Developer may purchase 6.4 water ERU's and 5.8 wastewater ERU's. These will be available at the times listed on Exhibit "D."

5. Developer may not transfer any reserved water or wastewater capacity without written permission from the City. Any such transfer, unless approved by City, will void the capacity reservation and the ERU's will revert back to the City. The Developer will forfeit any right to any repayment of the fees paid. 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. Use of water or transfer of capacity shall not deem the Developer as a provider or purveyor of water.
6. The purchase of ERU'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 price set by City at time of payment.
7. The City shall have the right, but not the obligation, to repurchase unused SDC fees by the Developer at the prevailing rate within seven (7) years of the effective date of this Agreement.

4. Improvements – Pioneer Agreement.

- A. The Developer shall design, permit, and construct the following utility improvements on and around the site of the Developer's Property (hereinafter referred to as the "Improvements"):
 1. Upsized water line across and adjacent Developer's Property with associated infrastructure. The water line has been upsized from the specified size that would normally be required to serve the Property alone to allow for future connection and expansion on the west side of the Property. The design of said water line and associated infrastructure is on sheets C102, C201, C202 and C203 of the Approved Plan.
 2. Upsized wastewater line across and adjacent to Developer's Property with associated wastewater infrastructure. The wastewater line has been upsized from the specified size that would normally be required to serve the Property alone to allow for future connection and expansion on the west side of the Property. The design of said wastewater line and associated infrastructure is detailed on sheets C102, C201, C202 and C203 of the Approved Plan.
- B. The City and the Developer have agreed that the Developer is entitled to receive a credit to be applied against the City SDC Fees for water and wastewater equal to the cost associated with construction of the Improvements. The parties acknowledge that the current estimated cost for the construction is as follows:

Upsized Water Line	\$12,435.00
Upsized Wastewater Line	\$27,239.75
Total	\$39,674.75

C. The Developer's cost to construct the Improvements will exceed the amount of water and wastewater SDC Fees paid to the City. The Developer shall be entitled to water and wastewater SDC credits equal to the actual cost of construction of the respective water and wastewater Improvements. The City will issue SDC Fee credits to the Developer based on the following schedule:

1. Water SDC Credits

- a)** The current SDC Fee rate for one (1) ERU of water is \$1,888.00. The rate for the estimated cost of the water line Improvements listed above in Sections 4.A & B is \$12,435.00, providing for 6.59 ERUs.
- b)** The City will issue credits for water SDC Fees for the Property, in the amount of 6.6 ERUs.
- c)** The Developer needs an estimated 6.4 ERUs; the additional 0.2 ERUs will be known as Pioneer Credits. The City agrees to reimburse the Developer for Pioneer Credits from SDC Fees collected from utility customers for water located along the routes of the Improvements (water main) that connect to and are directly benefited by the construction of the Improvements. The City's obligation to reimburse the Pioneer Credits shall terminate ten (10) years from the date of execution of this Agreement.
- d)** Any additional ERUs above the 6.6 will require payment of the water/wastewater SDC Fees in effect at the time of acquisition.

2. Wastewater SDC Credits

- a)** The current SDC Fee rate for one (1) ERU of wastewater is \$3,298.00. The rate for the estimated cost of the Improvements listed above in Section 4.A is \$27,239.75, providing for 8.26 ERUs.
- b)** The City will issue credits for water/wastewater SDC Fees for the Property, in the amount of 8.3 ERUs.
- c)** The Developer needs an estimated 5.8 ERUs; the additional 2.5 ERUs will be known as Pioneer Credits. The City agrees to reimburse the Developer for Pioneer Credits from SDC Fees collected from utility customers for wastewater located along the routes of the Improvements

(force main) that connect to and are directly benefited by the construction of the Improvements. The City's obligation to reimburse the Pioneer Credits shall terminate ten (10) years from the date of execution of this Agreement.

- d) Any additional ERUs above the 8.3 will require payment of the wastewater SDC Fees in effect at the time of acquisition.

3. Water and wastewater SDC Fees are not subject to the reimbursement.

4. The City's obligation to reimburse the Developer, or any authorized successors or assigns, for any non-reimbursed funds shall terminate ten (10) years after the date of this Agreement.

5. Developer's Responsibility.

- A. After completion of construction of the water and wastewater systems and upon acceptance by the City, approval of as-builts, and receipt of all regulatory clearances, the Developer or property owner shall be responsible for the water service lines from the Developer's side of the water meter as shown on the Approved Plan and for the wastewater service laterals from the point where private maintenance ends as set shown on the Approved Plan to the structure.
- B. Developer, or any Property Owner's Association that may be created, is responsible for ownership and maintenance of any and all stormwater management areas, buffers, and other common areas within the Property.
- C. Developer shall cooperate with City in establishing an easement across the Developer's property. The location of the easement will be in the area designated as "Proposed 20' Utility Easement" on the Approved Plan (See Sheet C102 of Approved Plan).

6. City's Responsibility.

- A. The City agrees that upon completion of the off-site Improvements, inspection and approval by City utilities and upon clearance by the Florida Department of Environmental Protection (FDEP), it will accept the Improvements.

The Developer will provide a written bill of sale together with accepted as-built plans, along with such other and further documentation that may reasonably be required to effectuate such transfer.

The City shall be responsible for the water service lines from the City's side of the water meter. The locations of the meters have been shown on the Approved Plan.

The City shall be responsible for the wastewater service lines at the point where private maintenance ends as set shown on the Approved Plan.

- B. After completion of construction of the water and wastewater systems and upon acceptance by the City, approval of as-builts, and receipt of all regulatory clearances, the City shall be responsible for ownership and maintenance of the water and wastewater systems as set forth in Paragraph 6A, above.
- C. The City shall be responsible for establishing an easement across the Developer's property at a location mutually agreeable by both of the parties through a separate agreement. The location of the easement will be in the area designated as "Proposed 20' Utility Easement" on the Approved Plan (See Sheet C102). The City shall be responsible for all costs associated with the easement agreement.
- D. The City shall be responsible for costs associated with the recording of this document in the Sumter County Public Records.

7. City's Option to Construct Water and/or Wastewater Lines

- A. Notwithstanding anything in this Agreement, the City shall have the right, but not the obligation, to design, permit and construct, at its own cost, any or all of the water and/or wastewater lines referenced in this Agreement. Should the City choose to do so, the City would have no obligation to provide credits to the Developer in accordance with this Agreement. Furthermore, the Developer would have no further obligations with respect to the design, permitting, or construction of said water or wastewater line. However, the Developer would still be obligated to grant the Utility Easement described in Paragraphs 5C and 6C above. Additionally, the Developer will grant any necessary temporary construction easements to allow for construction of the Improvements across Developer's Property.
- B. Should the City construct the water or wastewater lines, any other obligation of the Developer under this Agreement or under the City's Code of Ordinances or Land Development Regulations would not be waived.

8. Miscellaneous Terms.

- A. 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. City shall not reduce its fire flow volumes and pressures after Developer has commenced development of the Property.

- B. Developer, any Property Owners Association created for the Property, and individual property owners of portions of the Property must comply with the City of Wildwood HIGHWAY DISTRICT Design Standards and any other applicable Ordinances or Land Development Regulations, the Planned Development Agreement, or as otherwise modified by variance.
- C. Specific utility easements containing main pipe utilities to be provided by Developer to City will be a minimum of twenty feet (20') wide. All utility easements will be reflected and noted on the approved site plans and plats or deed restrictions as submitted by the Developer. No permanent structures shall be erected within the utility easements. 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.

- A. **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. 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
 - 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: Melanie Peavy
Development Services Director
100 N. Main Street
Wildwood, FL 34785

With Copy To:

Ashley S. Hunt, Esq.
Hunt Law Firm, P.A.
109 E. Main Street

Leesburg, FL 34748

With Copy To:

City of Wildwood
Attn: Mark O'Dell
Utilities Director
100 N. Main Street
Wildwood, FL 34785

AS TO DEVELOPER:

Wildwood Professional Plaza, LLC
Attn: Kimberly Colavito
11031 N. US Highway 301 #103
Oxford, FL 34484

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.

- B. 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.
- C. 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.
- D. Default Provisions.**
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.

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.
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.
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.

E. Estoppel Statements.

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:

- a) 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.
- b) Whether this Agreement has been assigned, modified or amended in any way by such Party (and if it has, stating the nature thereof).
- c) That to the best of the requested Party's knowledge this Agreement, as of the Estoppel Statement date, is in full force and effect.
- d) 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.
- e) 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.

- F. **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.

- G. **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.
- H. **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.
- I. **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.
- J. **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.
- K. **Successors and Assigns.**
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.
 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.
- L. **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.
- M. **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.

- N. **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.
 - O. **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.
 - P. **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.
 - Q. **Recordation.** This Agreement shall be recorded 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.

**DEVELOPER'S AGREEMENT
BETWEEN CITY OF WILDWOOD AND Wildwood Professional Plaza**

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

By: _____

Title: _____

Date: _____, 2022

*APPROVED AS TO FORM AND
LEGALITY:*

ATTEST:

CITY ATTORNEY

Susan Patterson, CITY CLERK

APPROVED BY THE WILDWOOD CITY COMMISSION ON _____, 2022.

DEVELOPER'S AGREEMENT
BETWEEN CITY OF WILDWOOD AND Wildwood Professional Plaza

Wildwood Professional Plaza, LLC, a
Florida limited liability company

By: *ZM*
Eric C Millhorn
Managing Member

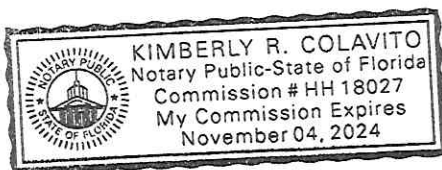
Date: *11-15-2022*, [YEAR]

STATE OF FLORIDA
COUNTY OF *Sumter*

The foregoing DEVELOPER'S AGREEMENT was acknowledged before me by means of ☒ physical presence or ☐ online notarization by *Eric C. Millhorn*, as *Managing Member* of Wildwood Professional Plaza, LLC, a Florida limited liability company, who is:

X Personally known by me, OR
____ Produced a driver's license as identification.

Dated: this *15th* day of *November*, 2022.



Print Name: *Kimberly R. Colavito*
Notary Public, State of Florida
Commission number: *HH 18027*
Commission expires: *11-4-24*

SCHEDULE OF EXHIBITS

EXHIBIT	REFERENCE	DESCRIPTION
A	Recital C	Legal – Property
B	3.A.1	Calculation – Water and Wastewater SDC Fees
C	3.A.2	Calculation – Due Schedule
D	3.A.4	Utility Connection Availability Schedule

Legal Description

BEGIN AT THE NW CORNER OF LOT 8, BLOCK I, RUN SOUTH 210.00 FEET; EAST 680.00 FEET; NORTH 210.00 FEET; WEST 680.00 FEET TO THE POINT OF BEGINNING, MARLBORO GARDEN, PLAT BOOK 1, PAGE 100 SUMTER COUNTY, FLORIDA, LESS HIGHWAY 301 RIGHT OF WAY.

City of Wildwood

EXHIBIT B

100 N. Main Street

Wildwood, FL 34785 - 352-330-1330

DEVELOPER UTILITY CONCURRENCY SYSTEM DEVELOPMENT CHARGES DUE

PROJECT NAME: Wildwood Professional Plaza

1) **WATER:**

- | | | |
|----|---|--------------|
| a) | One (1) water SDC due for every water connection ERU reserved | |
| b) | Number of water ERU's reserved = | 6.6 |
| c) | Number of water SDC's due = | 0 |
| d) | Charge per water SDC for this project = | \$ 1,888.00 |
| e) | TOTAL water SDC charges due | |
| | $\$1,888.00 \times 6.6 =$ | \$ 12,435.00 |

2) **WASTEWATER:**

- | | | |
|----|---|--------------|
| a) | One (1) wastewater SDC due for every wastewater connection ERU reserved | |
| b) | Number of water ERU's reserved = | 8.3 |
| c) | Number of water SDC's due = | 0 |
| d) | Charge per wastewater SDC for this project = | \$ 3,298.00 |
| e) | TOTAL water SDC charges due | |
| | $\$ 3,298.00 \times 8.3 =$ | \$ 27,239.75 |

3) **TOTAL SDC DUE (WATER AND WASTEWATER):**

$\$ 12,435.00 + \$ 27,239.75 = \$ 39,674.75$

Development Authority: _____
Printed Name Signature Date

Agreement to Provide: _____
Jason McHugh (City Manager) Signature Date

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

City of Wildwood

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

EXHIBIT C

DEVELOPER UTILITY CONCURRENCY SYSTEM DEVELOPMENT CHARGE FEES:

PROJECT NAME: Wildwood Professional Plaza

WATER SDC FEE:

Check One

a) Inside City, or, Pre-Annexation

\$ 1,888.00

☐

or b) Outside City, NO Pre-Annexation

☐

One (1) water ERU = 300 gallons per day

Number of water connections (ERU's) requested = 6.6

TOTAL water SDC fee = \$1,888.00 x 6.6 =

\$ 12,435.00

DUE SCHEDULE:

First 50%

\$ 0.00

Second 50%

\$ 0.00

TOTAL \$ 0.00

WASTEWATER SDC FEE:

Check One

a) Inside City, or, Pre-Annexation

\$ 3,298.00

☐

or b) Outside City, NO Pre-Annexation

☐

One (1) wastewater ERU = 250 gallons per day

Number of wastewater connections (ERU's) requested = 8.3

TOTAL wastewater SDC fee = \$ 3,298.00 x 8.3 =

\$ 27,239.75

DUE SCHEDULE:

First 50%

\$ 0.00

Second 50%

\$ 0.00

TOTAL \$ 0.00

Development Authority: _____
Printed Name Signature Date

Agreement to Provide: _____
Jason McHugh (City Manager) Signature Date

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

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

**DEVELOPER UTILITY CONCURRENCY
REQUESTED UTILITY CONNECTION AVAILABILITY SCHEDULE**

PROJECT NAME: **Wildwood Professional Plaza**

YEAR 2022	1 st Qtr. ERU's Needed	2 nd Qtr. ERU's Needed	3 rd Qtr. ERU's Needed	4 th Qtr. ERU's Needed
WATER	6.4	_____	_____	_____
WASTEWATER	5.8	_____	_____	_____
REUSE				
YEAR 2023	1 st Qtr. ERU's Needed	2 nd Qtr. ERU's Needed	3 rd Qtr. ERU's Needed	4 th Qtr. ERU's Needed
WATER	_____	_____	_____	_____
WASTEWATER	_____	_____	_____	_____
REUSE				
YEAR 2024	1 st Qtr. ERU's Needed	2 nd Qtr. ERU's Needed	3 rd Qtr. ERU's Needed	4 th Qtr. ERU's Needed
WATER	_____	_____	_____	_____
WASTEWATER	_____	_____	_____	_____
REUSE				
YEAR 2025	1 st Qtr. ERU's Needed	2 nd Qtr. ERU's Needed	3 rd Qtr. ERU's Needed	4 th Qtr. ERU's Needed
WATER	_____	_____	_____	_____
WASTEWATER	_____	_____	_____	_____
REUSE				

6.6 ERU's of water are credited to applicant for the upsize water line. Applicant will use 6.4 ERU's and 0.2 ERU's are to be used as pioneer credits.

8.3 ERU's of wastewater are credited to applicant for the upsize wastewater line. Applicant will use 5.8 ERU's and 2.5 ERU's are to be used pioneer credits.

Development Authority: _____
Printed Name

Signature

Date

Authorized City
Representative:

Printed Name

Signature

Date

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

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

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: Construction Projects Update

REQUESTED ACTION: For Information Only

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

Please see the attached construction projects update.

Local Infrastructure Projects
Construction Update
November 22, 2022

Updates Shown in Red

1. City Water Projects

- a. *CR 209 Water Main Extension – Phase 1 (SR 44 to CR 44A)*
 - i. Bid awarded to Hartman Civil for \$1,347,788
 - ii. *Change Order No. 2 (Deduct and contract extension) approved at the October 24, 2022 Commission meeting*
 - iii. *Contractor currently installing pipe along CR 44A*
- b. *Ashley Well and Water Use Permit Modification*
 - i. Permitting:
 - a. Finalizing Water Use Permit with SWFWMD
 - ii. Well Construction:
 - a. Awarded to Citrus Well Drilling
 - b. Coordination schedule with contract; dependent upon WUP being issued
 - c. Owner-Direct purchasing of equipment
 - i. Purchase of Fairbanks pump approved the August 8, 2022 Commission agenda
- c. *CR 229 Utilities*
 - i. Hartman Civil to complete the relocation activities through Change Order with CR 209 Water Main Extension project
 - ii. Commission approved the Change Order at the March 14, 2022 Commission meeting
 - iii. Contractor finalizing the work
- d. *Coleman WTP- Iron Filtration and High Service Pump Upgrades*
 - i. Construction Plans for iron filtration, electrical upgrades, and pump upgrades completed
 - a. Resurrected. Recommendation forthcoming to move forward with iron filtration component of the project (not the whole project)

2. City Wastewater Projects

- a. *Wastewater Treatment Facility Renewal and Expansion Activities*
 - i. Expansion to 6 MGD

- a. City approved the CPH Conceptual Design Report on October 10, 2022
 - b. Contract with CPH for planning, design and permitting activities for the 6.0 MGD expansion approved.
 - c. Kickoff meeting with CPH held on November 15, 2022
 - d. RFQ for CMAR to be published by the end of the month
- b. *Millennium Park Reclaimed Water Line Extension*
 - i. \$100,000 appropriation awarded in state FY 20 budget
 - a. Grant Agreement with FDEP approved
 - ii. Pump Station design at RIBS site – 80% complete
 - iii. Reclaimed line design – 60% complete
 - a. Coordinating route and tie-in to Millennium Park with CPH and city roadway projects (Broken Oak and St. Claire street)
 - b. **Critical easement needed between C-466A and Broken Oak**
 - iv. Project identified for American Rescue Plan funds
 - a. ARP Agreement with FDEM (\$3.6 million) approved at the August 23, 2021 Commission meeting
 - i. City has received both installments
- c. *Switcher Street Lift Station*
 - i. Property acquisition at a standstill
 - ii. Exploring other alternatives
- d. *Chitty Chatty Bridge (Continental Country Club)*
 - i. ~~Coordinating permitting activities with FDEP~~
 - ii. ~~Bid Opening – June 15, 2022~~
 - iii. ~~CCI was the only bidder – \$607,730~~
 - iv. ~~Commission to consider bid award at the July 11, 2022 Commission meeting~~
 - v. Evaluating other alternatives and preparing updated bid specs to remain on existing bridge to lower costs
- e. *SR 44 Forcemain – Decommissioning of the Continental Country Club WWTF*
 - i. Buena Vista Boulevard Forcemain (South of SR 44)
 - a. Included in the Sumter County roadway project for \$307,970
 - b. Contractor – Watson Civil
 - c. Construction ongoing (40% completion)
 - d. Construction to be complete prior to November 2022
 - ii. Buena Vista Boulevard Lift Station
 - a. Agreement to swap properties with The Villages® approved at the September 27, 2021 Commission meeting
 - b. ODP of equipment has been ordered
 - c. Project awarded to Marion Rock of \$519,954

- i. Under construction; awaiting equipment delivery on some items
 - ii. Pay App Nos. 3 and 4 totaling \$37,418.63 on the October 10th City Commission agenda
- iii. West SR 44 Component and CCC Lift Station conversion:
 - a. Finalizing 90% plans
 - b. Additional survey work needed due to modified route (easement acquisition issue)
 - c. Need to coordinate with FDOT during permitting; plans may conflict with sidewalk project

3. City Projects (Other)

- a. *Millennium Park Phase 1*
 - i. Design awarded to CPH
 - ii. 90% documents being prepared
 - iii. Coordinating with Sumter County building department on the open air basketball courts regarding fire suppression
 - iv. Coordination with Parkview for Stormwater/Reuse pond:
 - a. Joint pond under construction
- b. *Dr. Martin Luther King Jr. Park Improvements*
 - i. *Splash Pad*
 - a. Under construction – nearing completion
 - b. Pay App No. 2 in the amount of \$65,868 approved at the November 14, 2022 Commission meeting agenda
 - ii. *Recreation and Outreach Center*
 - a. RFQ for architectural services published
 - b. Award scheduled for January
 - iii. *Concession Stand*
 - a. Delivery schedule tentative for January 2023
- c. *Downtown Master Plan Related*
 - i. Commission approved the Downtown Master Plan on November 15, 2021
 - a. CSX property acquisition (Ayres)
 - i. Coordination ongoing
 - ii. Acquisition of “Y” property looks promising
 - iii. Conference call with Ayres scheduled for week of November 28, 2022 to discuss progress
 - b. US 301 Linear Park (Ayres)
 - i. Workshop with City Commission on 10/31/2022 provided positive feedback on the design
 - ii. Coordinating with CSX and legal on easement language
 - iii. Reviewing OPC provided by Ayres

- iv. Design contract with Ayres scheduled for January commission meeting
 - c. Coordination with Ayres and Tangent Media to implement branding concepts
 - i. Workshop with City Commission on 10/31/2022 provided positive feedback
 - d. Coordinating with FDOT on Complete Streets Project
 - i. Development Services Department working directly with FDOT on Complete Street application
 - i. Tentatively included in FDOT's 5 Year Work Plan
 - ii. Project is likely going to require a 50% match to move along
 - ii. Main Street Buildings
 - a. MOU with G3 Development Approved.
 - b. Commission authorized contract negotiations based on presentation to City Commission on 10/31/2022
 - c. Currently reviewing "Comprehensive Agreement" pursuant to F.S. 255
- d. *Baker House Improvements*
 - i. Commission selected bathroom design
 - ii. Bathroom delivery tentatively scheduled for December 12, 2022
- e. *Municipal Services Complex (Old North Sumter Primary School)*
 - i. Interior, Exterior, and Site Improvements
 - a. CMAR (Scorpio)
 - i. GMP - \$3,855,341.11
 - ii. Pay App No. 18 in the amount of \$132,401.50 approved at the November 14, 2022 Commission meeting
 - iii. Substantial Completion walkthrough occurred on November 17, 2022
 - i. Punchlist being populated
 - iv. GMP Contract Amendment planned for December 12, 2022 to establish final completion date

4. City Road and Drainage Projects

- a. FY 23 Pavement Activities
 - i. Planning and prioritizing underway
- b. *Signature Drive and Clay Drain Road*
 - i. PES adopted by the City Commission on October 11, 2021
 - ii. Design activities underway

- iii. Notice to property owners sent out
 - iv. Additional groundwater sampling needed. Kimley Horn Work
 - v. Follow up meeting scheduled for November 28, 2022 to go over results
- c. *Pleasantdale Drive Improvements (Road, Utilities, and Drainage)*
 - i. KHA design contract approved at April 26, 2021 meeting
 - ii. Design and permitting wrapping up
 - iii. Easement received for stormwater pipe
 - iv. Preparing bid specifications and construction schedule
- d. *Broken Oak Traffic Study*
 - i. Commission approved one-way consideration (westbound) from St. Claire to Woodlane Avenue (western access)
 - ii. Improvement to facilitate two-way travel from Powell Road to Woodlane Ave (western access)
 - iii. Project being wrapped into Millennium Park reuse water line extension project due to route
 - iv. Public meeting to be scheduled after design completion
- e. *Jackson Street (Utilities, Roadway, and Drainage)*
 - i. KHA design work approved at the November 22, 2021 Commission meeting
 - ii. Right-of-Way by Maintenance Survey needed (KHA action item)
 - iii. Slip lining activities (sewer line) complete
- f. *St. Claire/Huey/Barwick (Utilities, Roadway, and Drainage)*
 - i. KHA design contract approved at the April 26, 2021 Commission meeting
 - ii. Design underway; geotechnical work ongoing
 - iii. Added scope to KHA agreement to account for full depth reclamation construction and added pond locations in conjunction with pending Sumter County School Board Agreement
 - iv. Crafting agreement with the Sumter County School Board for property acquisition
 - a. Formal agreement sent to the board for consideration, awaiting comments

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: NPDES MS4 Year 1 Report

REQUESTED ACTION: For Information Only

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

Public Works Director Jeremy Hockenbury will present the attached report outlining the City's efforts to complete year 1 of the NPDES MS4 permit requirements.



City of Wildwood Municipal Separate Storm Sewer System (MS4)

Cycle 1 | Year 1 | Report Review





How does the city address water pollution?

Created in 1972 by the Clean Water Act, the National Pollutant Discharge Elimination System (NPDES) Program is authorized to state governments by the Environmental Protection Agency (EPA) to perform many permitting, administrative, and enforcement aspects of the program.

The NPDES Stormwater Program regulates point source discharges from three potential sources:

Municipal Separate Storm Sewer Systems (MS4s), construction activities and industrial activities.

A municipal separate storm sewer system (MS4) is a publicly-owned conveyance or system of conveyances (i.e., ditches, curbs, catch basins, underground pipes, etc.) designed or used for collecting or conveying stormwater and that discharges to surface waters of the state.

Operators of specified MS4s are required to obtain NPDES permit coverage to discharge to waters of the state(WOTUS).



NPDES Permit Process

- FDEP Application for Notice of Intent (**NOI**) Coverage for New Permittee (12/07/20)
- FDEP Notice of Intent (**NOI**) Approved (03/30/21)
- Implement the Stormwater Management Program (**SWMP**) Pursuant to MS4 Generic Permit (YR 1: 03/21-03/22)
- YR 1 Permit Requirements for Discharge of Stormwater from PH II Municipal Separate Storm Systems Approved (10/27/22)





Summary of Stormwater Management Program Activities

Summary of Cycle 1 | Year 1 MS4 required implementation of Best Management Practices and Measurable Goals,

- Automotive, Food, and Lawn Industry Pamphlets Created for Public Outreach

The city participates in the National Pollutant Discharge and Elimination System (NPDES) permitting program.

This is a federal program administered by the Florida Department of Environmental Protection (FDEP). As a participant of the NPDES, the city is required to adhere to several Best Management Practices (BMP's).

These BMP's are designed to educate the public about surface water quality and improve the discharge of stormwater runoff. The goal of the program is to improve the environment through the protection of our local water resources.

ILICIT DISCHARGE AND CONNECTION STORMWATER ORDINANCE

Continuing its commitment to prevent stormwater pollution from entering community waters, City of Wildwood recently adopted the Illicit Discharge & Connection Stormwater Ordinance (O2022-59), which establishes rules and provides for penalties to prohibit illicit discharges and connections into the storm sewer drain system.

For more information visit
www.wildwood-fl.gov



City of Wildwood
Public Works Department
Stormwater Coordinator
743 Huey Street
Wildwood, FL 34785
352-330-1343



AN IMPORTANT MESSAGE REGARDING CITY OF WILDWOOD'S ILICIT DISCHARGE AND CONNECTION ORDINANCE
THAT MAY AFFECT YOUR BUSINESS

City of Wildwood
Best Management Practice



Stormwater Pollution Prevention

**AUTOMOTIVE
INDUSTRY**

Common Stormwater Pollutants from the Automotive Industry

Did you know that every time it rains, or every time you hose down your shop or parking lot, pollutants such as automobile fluids, gasoline, grease, oil, asbestos from braking linings, zinc from tires, metal shavings, cleansers, trash, and other debris run directly into the stormwater sewer system?

The automotive industry – including car dealerships, auto repair shops, body shops and auto detailing businesses – is a leading producer of hazardous waste. Develop a pollution prevention plan and train your employees to use Best Management Practices (BMPs).



Best Management Practices

- 1. Changing Fluids.** Use drip pans and trays when changing fluids or when there is a chance of fluids leaking. Always use a funnel when pouring liquids and place a drip pan or tray under spouts of liquid storage containers.
- 2. Parts Cleaning.** Scrape parts with a wire brush instead of using liquid cleaners. If you must use liquid cleaners, arrange drips pans and drying racks so cleaning fluids are directed back into the fluid holding tank. Do not wash parts or equipment in parking lot, driveway, or street.
- 3. Grinding, Polishing, Sanding.** These activities should always be done indoors. Capture metal filings by keeping a bin under your lathe or grinder. Send uncontaminated filings to a scrap metal recycler for recycling. Never store filings outdoors. When sanding, use vacuum sanding equipment.
- 4. Painting.** Do all vehicle painting indoors. Use primers and paints with lower zinc content. Minimize use of hose-off degreasers.
- 5. Leaks and Spills.** Clean up spills immediately with absorbent materials and dispose of properly. Do not use water to clean work areas. Use dry sweeping methods and absorbent cleaning agents.
- 6. Recycle.** Make a commitment to recycle oil, fluids, solvents, used oil filters, and batteries.

- 7. Cleaning Floors.** Sweep the floors rather than mop. If you must mop, first clean up all drips and spills, sweep or vacuum to remove dust, and then mop with a minimal amount of water. Dispose of water to the sanitary sewer system through a drain or permitted treatment system. Never dispose of water outside.
- 8. Proper Storage.** Storage containers should be checked for leaks and spills on a routine basis. Store chemicals and used parts under cover or inside to prevent contact with rainwater. Use additional bottom containment when storing outdoors.
- 9. Washing Vehicles.** Do not allow ANY wash water to enter a storm drain. Designate a paved wash area and direct water to the sanitary sewer system or a vegetated area. Protect nearby stormwater drain inlets. Wash vehicles with biodegradable, phosphate-free detergent.
- 10. Remove Illicit Connections.** Illicit connections are conveyances to the stormwater system, typically from indoor sinks and drains. These are illegal, even if previously permitted. Inspect your facility thoroughly and know what system your drains connect to. Remove all illicit connections.



Summary of Stormwater Management Program Activities

Summary of Year 1 MS4 required implementation of Best Management Practices and Measurable Goals:

- **Stormwater Page Created for City of Wildwood Website & Social Media Outreach Posts**

The screenshot shows a webpage titled "Stormwater" under the "PUBLIC WORKS" section. On the left is a navigation menu with links: PUBLIC WORKS, REPORT A STREET LIGHT OUT, REPORT A COMPLAINT, STORMWATER, ILLICIT DISCHARGE AND CONNECTION, STREET REPAIRING INFORMATION, and WILDWOOD WATERSHED MASTER PLAN. The main content area features a circular logo with the text "ONLY RAIN DOWN THE DRAIN" and "WILDWOOD FLORIDA". Below the logo is the text "City of Wildwood Stormwater". The page includes sections for "WHAT IS STORMWATER POLLUTION?", "LEARN WHAT YOU CAN DO TO PREVENT STORMWATER POLLUTION!", and "CONTACT INFORMATION" for Tracy Kelley, Stormwater Coordinator.

The post is from the City of Wildwood, Florida, dated September 22. It features a yellow background with the text "DID YOU KNOW ?" in large blue letters. An illustration shows a person in a blue shirt and shorts using a blue bag to collect trash. To the right, text states: "The City of Wildwood removed 11,495 gallons of trash from public properties over the past 12 months." The Wildwood Florida logo is at the bottom left, and a large blue question mark is at the bottom right.



Summary of Stormwater Management Program Activities

Summary of Year 1 MS4 required implementation of Best Management Practices and Measurable Goals:

- **Illicit Discharge and Connection Stormwater Ordinance O2022-59 Adopted**
- **Construction Site Sediment and Erosion Control Affidavit Approved**



The City of Wildwood, Florida
Public Works Department
743 Huey Street, Wildwood, Florida 34785
352.330.1343 | www.wildwood-fl.gov

CONSTRUCTION SITE SEDIMENT AND EROSION CONTROL AFFIDAVIT

This Affidavit must be submitted to the City of Wildwood by any person conducting a land-disturbing activity per Ordinance O2022-59.

Construction Site/Project Name: _____

Construction Site/Project Address: _____ City: _____ Zip: _____

Registered Property Owner(s): _____

Owner Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Authorized Representative/Applicant: _____ Title: _____

24 Hour Contact Person: _____ PH: _____

ORDINANCE NO. O2022-59

AN ORDINANCE OF THE CITY OF WILDWOOD FLORIDA, ADOPTING ILLICIT DISCHARGE AND CONNECTION STORMWATER ORDINANCE; PROVIDING FOR PURPOSE AND INTENT; PROVIDING FOR DEFINITIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

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

SECTION 1. - PURPOSE/INTENT.

The purpose of this article is to provide for the health, safety, and general welfare of the citizens of the city through the regulation of non-storm water discharges to the storm drainage system to the maximum extent practicable as required by federal and state law. This article establishes methods for controlling the introduction of pollutants into the municipal separate storm sewer system (MS4) in order to comply with requirements of the National Pollutant Discharge Elimination System (NPDES) permit process. The objectives of this article are:

- To regulate the contribution of pollutants to the municipal separate storm sewer system (MS4) by stormwater discharges by any user;
- To prohibit Illicit Connections and Discharges to the municipal separate storm sewer system;
- To establish legal authority to carry out all inspection, surveillance and monitoring procedures necessary to ensure compliance with this article; and
- To safeguard persons, protect property, and prevent damage to the environment, to the maximum extent possible.



Summary of Stormwater Management Program Activities

Summary of Year 1 MS4 required implementation of Best Management Practices and Measurable Goals:

- Standard Operating Procedures and Forms Implemented
- Public Works Staff Continued Education and Trained in Stormwater Operator Levels and Erosion, and Sedimentation Controls





Summary of Stormwater Management Program Activities

Summary of Year 1 MS4 required implementation of Best Management Practices and Measurable Goals:

- Plans Reviews for NPDES Compliance for New Development
- Staff Completes On-Site Construction Improvement Inspections Routinely for Compliance

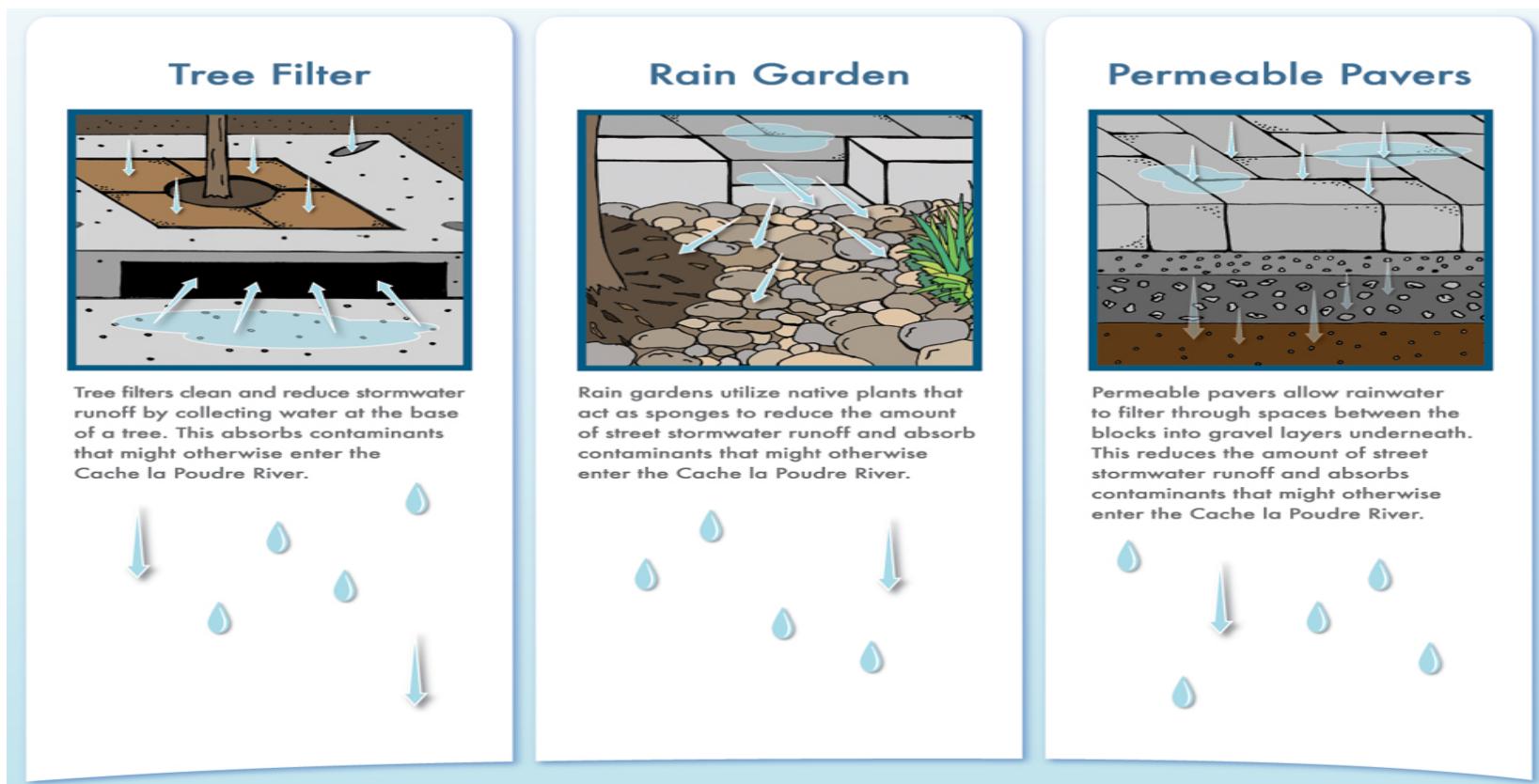




Summary of Stormwater Management Program Activities

Summary of Year 1 MS4 required implementation of Best Management Practices and Measurable Goals:

- Staff Continues Working with Development Services to Implement Low Impact Development and Green Infrastructure Language within Land Development Regulations





Summary of Stormwater Management Program Activities

Summary of Year 1 MS4 required implementation of Best Management Practices and Measurable Goals:

- Staff Compiles Reports for Street Sweeping and Trash Removal within City of Wildwood
- Staff Designed and Created Stormwater Decals for Community Outreach

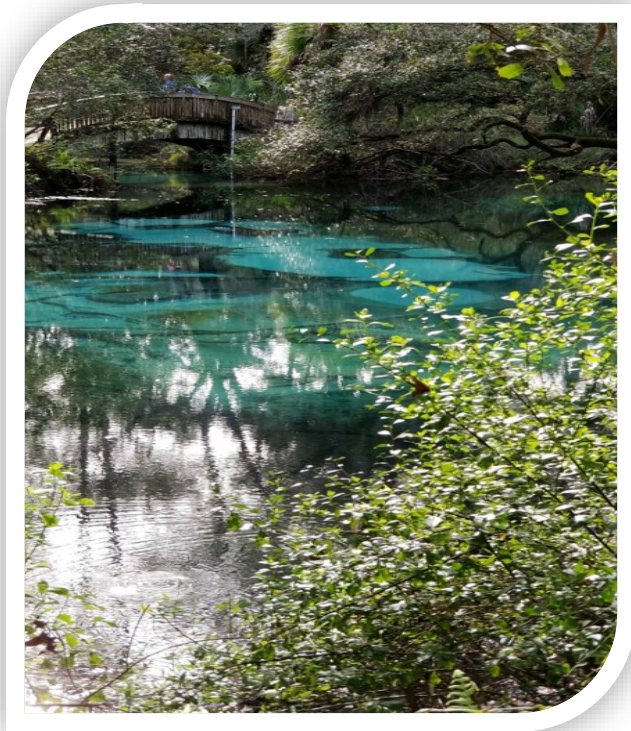
SECTION II. SUMMARY OF STORMWATER MANAGEMENT PROGRAM ACTIVITIES

Indicate the Phase II MS4 status of compliance in terms of progress toward each of the measurable goals described in the generic permit. Refer to the NOI for a list of the specific BMPs and Measurable Goals the Phase II MS4 committed to perform and track. Changes which will result in deviation from the NOI should be listed in Section III of this form. Include activities for all reporting periods (permit years) in this section. A summary of results is expected for the current reporting period but may be added to results from previous annual report periods. A summary of results is not expected for future reporting periods, but the anticipated BMPs, measurable goals and schedules for future reporting periods should be provided in this section.

Element ID/BMP #		A BMP Description	B Measurable Goal	B Schedule for Implementation/ Completion	C Summary of Results
6a	01	The City will street sweep all curb and gutter on public roadways in order to remove debris and particle matter quarterly, and additionally as necessary	1. Document and report the number of streets swept 2. Document and report the number of miles swept 3. Document and report the number of debris removed	1. Year 1-5 2. Year 1-5 3. Year 1-5	1. 34 2. 341 miles 3. 18.1 tons
6a	02	Develop and implement procedures for maintenance and cleaning of catch basins/inlets and ditches/swales of the MS4 through the utilization of a vacuum truck, mowing, and other necessary methods.	1. Develop written procedures 2. Document and report the number of catch basins/inlets cleaned 3. Document and report the length of ditches/swales/pipes maintained 4. Document and report the number of baffle boxes cleaned 5. Document and report the number of debris removed	1. Year 1 2. Year 1-5 3. Year 3-5 4. Year 3-5 5. Year 1-5	1. Daily Maintenance Work Order Report 2. 25 3. Ongoing 4. 4 5. 2,272 yards



Any Questions?



FLORIDA DEPARTMENT OF Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, FL 32399-2400

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

Sent via ePost

October 27, 2022

Jeremy Hockenbury
Public Works Director
City of Wildwood
743 Huey Street
Wildwood, FL 34785

Subject: Cycle 1 Year 1 Annual Report Review - Complete
City of Wildwood Municipal Separate Storm Sewer System (MS4)
FLR04E162-001

Dear Jeremy Hockenbury:

Thank you for your response submitted on October 27, 2022 to the Department's Annual Report Review dated September 29, 2022 regarding the above referenced annual report required under the *Generic Permit for Discharge of Stormwater from Phase II Municipal Separate Storm Sewer Systems*. The purpose of this letter is to inform you that the report is considered administratively complete pursuant to Part VII.C of the permit.

Please ensure that all procedures are being properly implemented and documented for future reporting.

If you have any questions, please contact Alexander Weeks at 850-245-8495, Alexander.C.Weeks@FloridaDEP.gov or Michelle Bull at 850-245-7561, Michelle.Bull@FloridaDEP.gov.

Sincerely,



Alexander Weeks
NPDES Stormwater Program

Cc: Jason McHugh, City Manager