



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

Workshop

February 3, 2025 9:00 AM

City Hall Commission Chamber

100 N Main Street

Persons with disabilities or language barriers needing assistance to participate in any of these proceedings should contact the City Clerk's Department, ADA Coordinator, at 352-330-1330, Ext. 103, forty-eight (48) hours in advance of the meeting.

F.S.S. 286.0105 - 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. Item(s) for Discussion

A. *DOWNTOWN MASTER PLAN TRASH COMPACTOR UPDATE*

B. *WILDWOOD COUNTRY RESORT - ANNEXATION AND REQUEST FOR APPLICATION FEES WAIVER*

C. *CITY MANAGER CONTRACT RENEWAL*

3. Adjournment

February 3, 2025 9:00 AM

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: **Downtown Master Plan Trash Compactor Update**

REQUESTED ACTION: Staff is seeking direction from the Commission.

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

As part of the City's Downtown Master Plan, the City has been pursuing solutions for solid waste collection in the downtown area to address current challenges and allow for future growth. Due to space constraints and reliance on dumpsters located in the CSX right-of-way, the City has been working with Waste Management to introduce a community compactor as a solution for businesses on the west side of Rutland Street. This enclosed unit would significantly reduce waste volume, lower collection frequency, minimize disposal costs, and lessen environmental impact. Additionally, Kimley-Horn has designed a visually appealing compactor enclosure that aligns with downtown's visual character and ongoing redevelopment projects. City staff have begun discussions with the affected businesses to introduce this proposal and will continue to gather feedback before finalizing the site plan and seeking City Commission approval.

City staff are seeking direction from the Commission on how to proceed with this project. Attached for the Commission's review is a memo outlining the proposal, a compactor service area map, enclosure renderings, and a conceptual site plan.



Memorandum

To: Jason F. McHugh, City Manager
From: Madison Guinn, Executive Assistant 
Date: February 3, 2025
Re: Downtown Master Plan Sanitation Compactor

As part of the City's Downtown Master Plan, the City has been pursuing solutions to address solid waste management challenges in the downtown area. These efforts aim to meet current needs while preparing for future growth and redevelopment opportunities.

Downtown businesses currently rely on a mix of 96-gallon trash cans and dumpsters ranging from two to four cubic yards, serviced one to three times per week. The unique geography of the downtown area, bordered by a major highway and a railyard, significantly limits the placement of waste containers. Presently, all dumpsters serving the businesses on Rutland Street on the west side of US 301 are located in the CSX right-of-way, making it necessary to facilitate their removal. Ongoing and future redevelopment projects such as The Railyard will increase foot traffic and visibility, further necessitating a more visually appealing and efficient waste management system. The layout and limited space downtown exacerbate capacity issues, making it crucial to maintain cleanliness and public health.

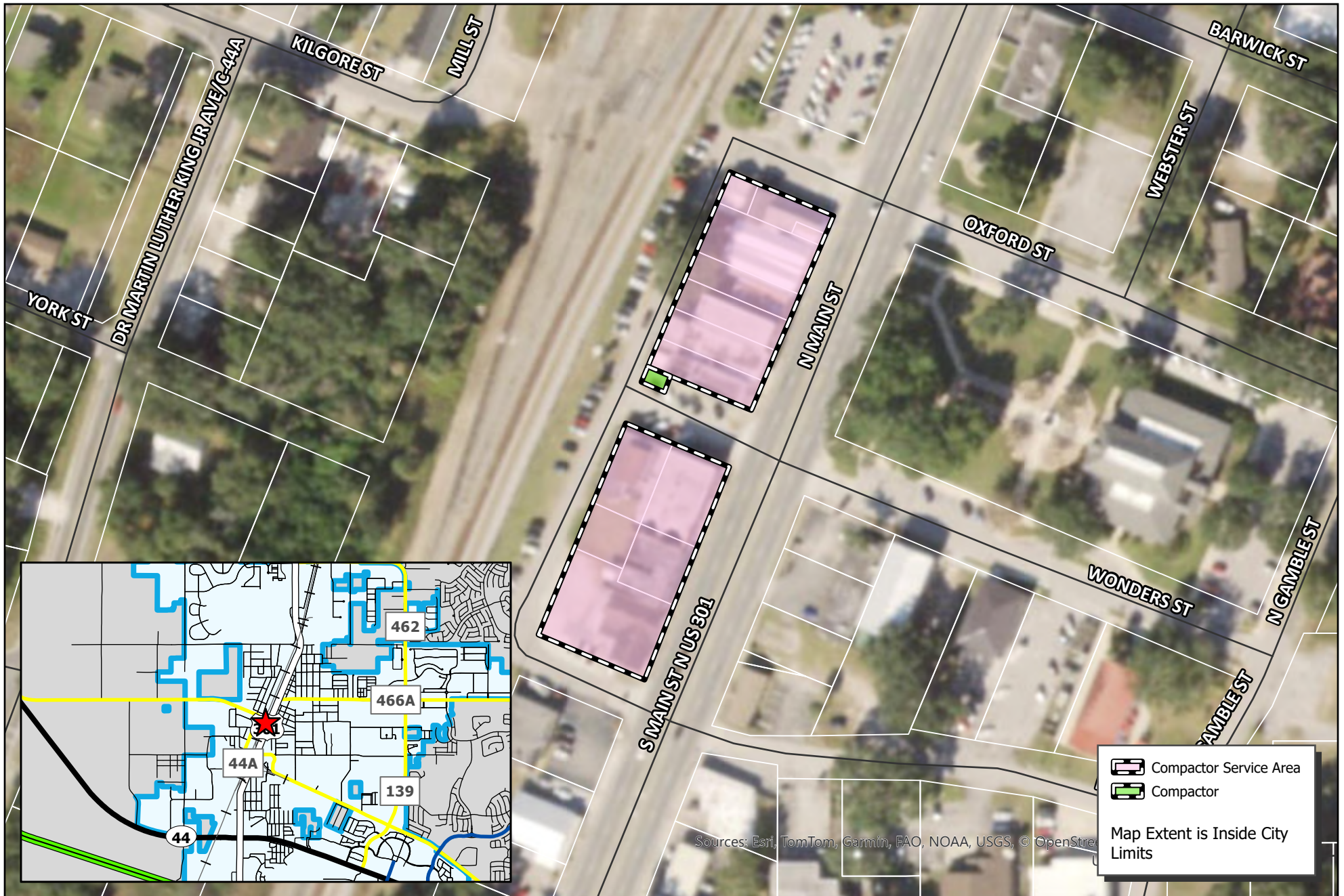
To address these challenges, City staff have been working with Waste Management and is proposing a community compactor as a solution to replace individual waste containers for certain businesses on Rutland Street on the west side of US 301. Compactors are enclosed units capable of holding up to three times more waste than traditional dumpsters, which significantly reduces

collection frequency and optimizes space usage. For example, replacing the existing dumpsters and carts with a single compactor would reduce the number of weekly collections from three to two, lower disposal costs for businesses, and minimize heavy equipment operations, thereby reducing carbon emissions and noise pollution. Currently, downtown businesses on Rutland Street on the west side of US 301 generate approximately 29 cubic yards of waste per week, totaling 1,392 cubic yards annually. Transitioning to a community compactor would reduce this volume to 10 cubic yards per week, or 480 cubic yards annually. A detailed cost analysis comparing current Waste Management rates to compactor servicing has shown decreased costs for all businesses analyzed. Factoring in additional waste from The Railyard project will further reduce costs per business.

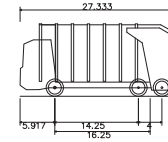
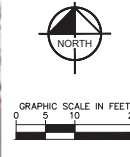
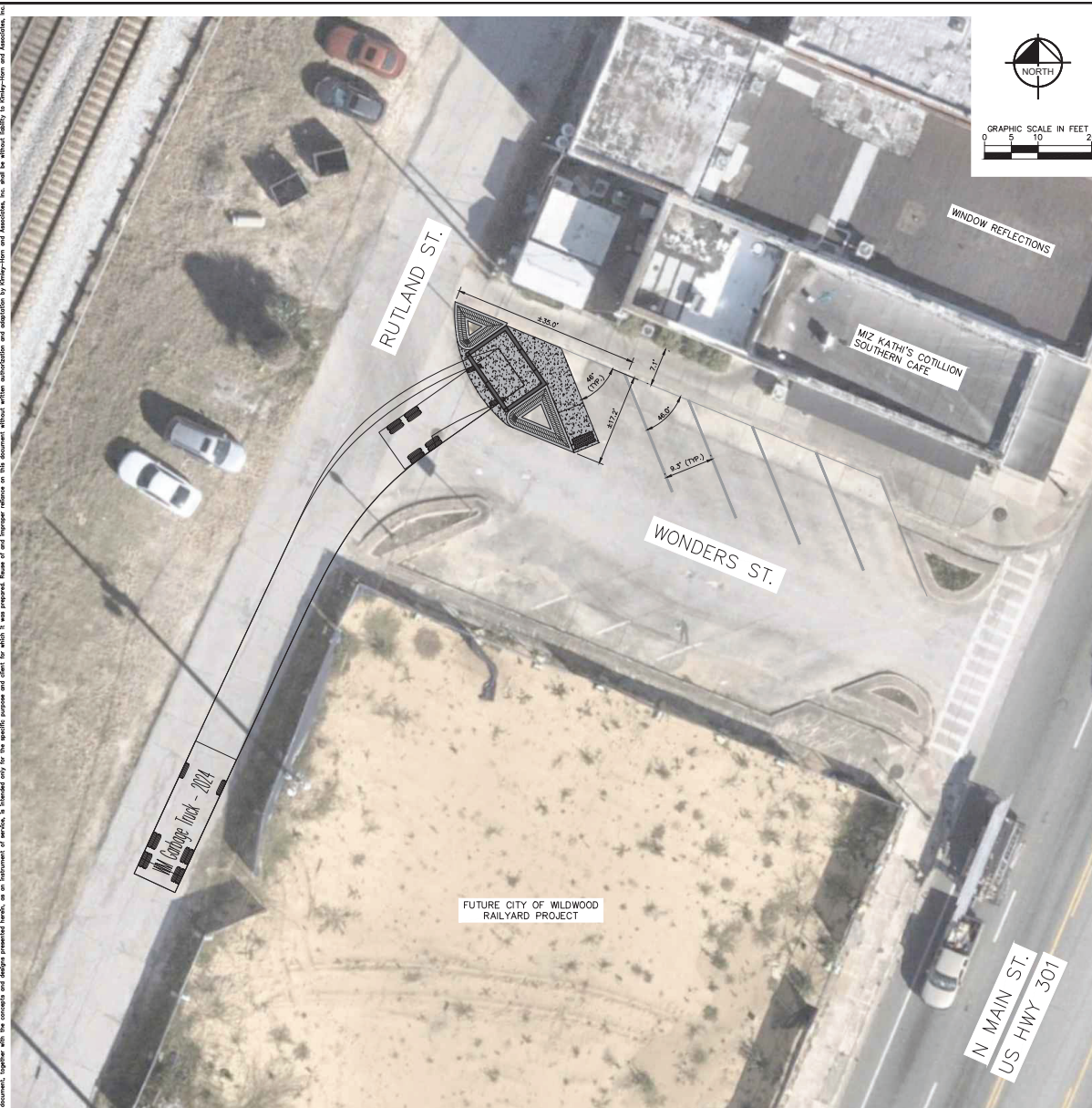
The City also worked with Waste Management and Kimley-Horn to design a conceptual layout for a six-yard community compactor. The proposed location, centrally situated downtown, would only result in the loss of one diagonal parking space on Wonders Street. Kimley-Horn also developed renderings for a visually appealing compactor enclosure that aligns with the aesthetics of the downtown area and The Railyard project.

Staff have already begun discussions with the affected business owners to ensure they were properly informed of this initiative before bringing it to the Commission. The next step is to continue engaging with businesses within the compactor's service area to gather feedback and provide all necessary supporting information. These discussions will cover potential impacts on costs, collection schedules, and disposal procedures, ensuring business owners have the opportunity to ask questions and provide input. Once feedback is collected, staff will collaborate with Kimley-Horn to finalize the site plan. The updated plan will then be presented to the Project Review Committee for approval before being submitted to the City Commission for final consideration. If approved, a revised waste management ordinance, including compactor rates, will be developed and would take effect on October 1, 2025.

The proposed installation of community compactors represents a forward-thinking solution to downtown waste management challenges. This approach supports long-term growth, enhances operational efficiency, and improves the aesthetic appeal of the area. Staff will provide updates as the process advances, including outcomes from the business engagement phase and subsequent approval stages. Feedback from the Commission will be vital as we work to implement this component of the Downtown Master Plan.

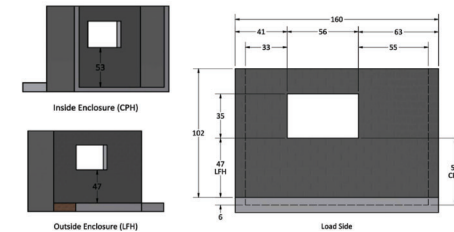


 WILDWOOD FLORIDA	CITY OF WILDWOOD 100 North Main Street Wildwood, FL 34785 Phone: (352) 330-1330 www.wildwood-fl.gov	 0 12.5 25 50 75 100 Feet	COMPACTOR SERVICE AREA PARCELS G04L140, G06L141, G06L142, G06L143, G06L145, G06L146, G06L148, G06L150, G06L152, G06L154, G06L156, G06L160 & G06L165		LOCATION MAP JAN 2025
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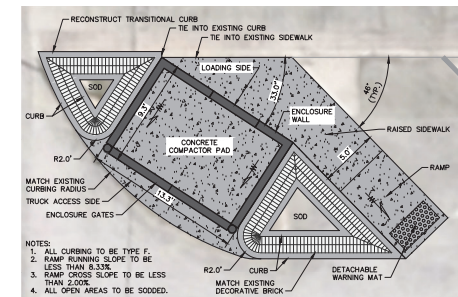
WM Garbage Truck - 2024	
Overall Length	27.333ft
Overall Width	8.417ft
Overall Body Height	12.345ft
Min Body Ground Clearance	1.034ft
Track Width	8.417ft
Lock-to-lock time	6.00s
Curb to Curb Turning Radius	68.650ft

AUTO TURN VEHICLE DETAIL
SCALE: NOT TO SCALE



COMPACTOR ENCLOSURE DETAIL

DIMENSIONS SHOWN ARE IN INCHES
SCALE: NOT TO SCALE



COMPACTOR PAD DETAIL
SCALE: 1" = 5'

SHEET NUMBER EX-01	RUTLAND ST. SANITARY IMPROVEMENTS PREPARED FOR THE CITY OF WILLOWOOD FLORIDA	CONCEPTUAL SITE PLAN	KHA PROJECT DATE SEPTEMBER 2024 SCALE AS SHOWN DESIGNED BY KHA DRAWN BY CHECKED BY MINN	LICENSED PROFESSIONAL MOHAMMED N. MIRJAO, P.E. FLORIDA LICENSE NUMBER 91245 DATE	 © 2024 KIMLEY-HORN AND ASSOCIATES, INC. 1705 SE 17TH STREET, SUITE 200, COVINGTON, FL 32035 WWW.KIMLEY-HORN.COM REGISTRY NO. 20108	NOT FOR CONSTRUCTION NO. _____ REVISIONS _____ DATE _____ BY _____		







City of Wildwood, Florida
 Development Services Department
 100 N. Main St., Wildwood, FL 34785
 Tel: 352.330.1334 Fax: 352.330.1338
www.wildwood-fl.gov

Staff Use Only

Case No.: _____

Fee Paid: _____

Receipt No.: _____

Site Plan Application

Contact Information:

Applicant Name: _____ Phone: _____

Address: _____ E-mail: _____

Owner Name: _____ Phone: _____

Address: _____ E-mail: _____

Engineer Name: _____ Phone: _____

Address: _____ E-mail: _____

Property and Project Information:

PROJECT NAME*:

*A project name is required for all submissions. Please choose a unique name for your project.

Property Address: _____

List Parcel Number(s): _____

Current Use of Property: _____ Proposed Use of Property: _____

Current Future Land Use (FLU): _____ Current Zoning: _____

Is the proposed project in a PD? Yes No If yes, provide ordinance number: _____

Required Submittal Items: All documents listed below can be submitted electronically in PDF format.

***Site Plan Application fee - \$2,000, 3rd & subsequent resubmittals - \$1,000 each.**

Minor Site Plan Application Fee - \$500, 3rd & subsequent resubmittals - \$250. See Page 2 for Minor Site Plan criteria.

A.0 Site Plan Application*

A.1 Property Card Printout (Include Parcel ID)

A.2 Current Deed

A.3 Aerial Photo/Location Map**

A.4 Legal Description (Microsoft Word format)

A.5 Signed, Notarized Authorized Agent Form (If application is being submitted by any person other than the legal owner(s) of the property)

B.1 Signed and Sealed Boundary Survey

B.2 Plan Set, 24" x 36" (Provide Two (2) Hard Copies)

B.3 Landscaping Plan/Tree Survey (as applicable) (Two (2) hard copies)

B.4 Colored Building Elevations (if buildings are proposed)

C.1 Traffic Impact Study or Statement w/approval from Sumter County

C.2 Concurrency Applications (as applicable)

C.3 Environmental Assessment (as applicable)

C.4 Stormwater/Drainage Calculations (as applicable)

C.5 Construction Site Sediment & Erosion Control Affidavit (as applicable)

D.1 Sign Application (as applicable)

D.2 Tree Removal Permit (as applicable)

****Note:** All maps are required to depict adjacent properties at a minimum. Failure to provide adequate maps may delay the application process. Most maps are accessible through the Interactive Map at <https://www.sumtercountyfl.gov/105/GIS>. Legal descriptions **MUST** be Microsoft Word format and must comprise the **ENTIRE** development.

Please describe your request in detail: _____

Required Documents & Fees

The required submittal items listed above must be included when submitting the application package. **Note: All PDF files MUST be numbered and labeled as shown above.** Failure to include the above supporting documentation will delay processing of your application package. A sufficiency letter will be issued within seven (7) days of receipt of application package.

Signature: _____ Print Name: _____ Date: _____

Required Site Plan Elements

All items listed below must be noted on the site plan. A key map must be provided for easy navigation through the individual sheets. All site plans are required to meet the City's design district standards. Plans shall contain the following information at a minimum (For a more comprehensive listing, see the City of Wildwood Land Development Regulations, §4.4).

Required on Front Page of Plans:

Name of Project
Statement of Intended Use
Legal Description of Property and Size of Parcel in Acres or Square Feet
Name, Address, and Phone Number of Owner of Record
Name, Address, and Phone Number of Owner's Agent
Name, Address, Signature, and Registration of the Professionals Preparing the Plan
Date, North Arrow, Scale, Number of Sheets Designated on All Sheets
Vicinity Map Showing Relationship to Surrounding Streets (Scale of Not Less than 1 inch = 1,000 feet)
Linear Dimensions of Site
Aerial Photograph with Source and Date

Required if Buildings on-Site:

Intended Use of All Buildings
Number of Stories and Heights of All Buildings
Number of Dwelling Units and Density Calculated per § 3.4(B) (for Residential Development)
Nonresidential Square Footage for Proposed Development Calculated per §3.4(B) (as applicable)
Number of Seats and Occupancy Load (for Restaurants)
Projected Number of Employees (as applicable)
Fire Line Plan for Fire Suppression System (as applicable)

Site Access Disclaimer. By initialing this application, the applicant/representative consents to provide City staff, contractors, and/or designee(s), site access for any and all projects that require connections to City Water and/or Sanitary Sewer Facilities, constructs stormwater facilities, or roadway infrastructure. The City's representative shall be able to conduct inspections and observe and document site conditions, including the use of photographs, videos, and any other digital imaging.

IMPORTANT: You will be issued a Project Number and Project Name after submitting your application. All future correspondence regarding your project, including additional submittals or requests for additional documentation, should be directed to the planner assigned to the project, as noted on your sufficiency letter.

Other Required Plan Elements:

Zoning Districts on and Adjacent to Site
Bearings and Distances of Boundary Lines with a Heavy Line
Easements, Right-of-Way Dedications and Reservations
Building Setback Lines (where applicable) Transportation and Mobility Network on and Adjacent to Site
Utilities on and Adjacent to Site
Location and Access Provisions for Refuse Service, incl. Pad, Screening, Fencing, and Landscaping Stormwater Management System - Flow direction; location of detention and retention areas
Soil Classification Map
Topography
Other Conditions on Site, incl. Wetlands, Preservation Areas, Wooded Areas, Houses, Barns, Shacks, etc. Flood Elevation of 100-year flood as established by FEMA; actual acreage within floodplain shall be listed Erosion Control - Location and description of the methods to be utilized before, during, and after all construction phases

Additional Analyses (as applicable):

Tree Survey - List by type, all trees with DBH greater than 10" (measured at a height of 4' 6" above existing grade)
Public Sites (if any)
Proposed Public Improvements (if any)
Planned Phases (if any)
Dredge and Fill Permits (as applicable)

Are You Submitting a Minor Site Plan?

Minor Site Plans are required for residential and nonresidential development that has been determined by the Development Services Director to have limited potential for off-site impacts. Due to this, **minor site plan submittals are not required to provide all required information listed on this application or in LDR §4.4.** However, **interested applicants are required to confer with the Development Services Director on the information that is required for minor site plan approval.** Minor site plans may include the following, but are not limited to:

1. Single-family detached and attached dwelling units or minor additions such as swimming pools or screen enclosures,
2. Additions to existing structures that are less than 50% of the total square footage of the existing structure and do not exceed 2,500 square feet
3. Changes in use without addition to existing structures but requiring other on-site improvements such as stormwater or parking
4. Minor modifications to approved site plans
5. Accessory structures used for storage adhering to specific criteria (LDR §4.3(5)).

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Wildwood Country Resort - Annexation and Request for Application Fees Waiver

REQUESTED ACTION: City Manager Requests Direction from City Commission

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

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

On September 30, 2024, the City Manager presented options to the City Commission concerning the annexations of existing subdivisions within the Joint Planning Area. The City Commission was not in favor of large-scale, involuntary annexations of existing neighborhoods and directed staff to address such annexations on a case-by-case basis.

Recently, the City Manager and Development Services Director met with two representatives from Wildwood Country Resort who presented the attached map showing several properties that are interested in annexation in the City. However, the interested applicants are asking the City to waive the application fees for those desiring to annex. Applicants seeking annexation are required to submit annexation, comprehensive plan amendment, and rezoning applications along with payment of those fees. The fees cover the City's costs to review and process the applications. The Commission granted the Development Services Director the authority to waive development application fees for single-family residences within the Joint Planning Area (via the adopted Land Development Regulations Fee Schedule) to lessen the burden on property owners where Sumter County has required annexation. Staff does not believe waiving the fees for those in Wildwood Country Resort was the intent of the Commission when the authority was granted.

One potential solution to limit the City's cost is to package all of the annexations under one ordinance followed by additional ordinances to cover the subsequent comprehensive plan amendments and rezonings (three total ordinances). The anticipated cost to the City would be less than \$5,000. However, the City Attorney's office has concerns with this approach as such annexations are not explicitly addressed in Florida Statutes. If processed individually and the fees are waived, the estimated cost to the City may be as high as \$160,000 - \$170,000. Should the fees not be waived, each property owner would be responsible for the \$3,575 in application fees.

Staff seeks direction from the City Commission on how to proceed so that the information may be relayed back to the Wildwood Country Resort representatives.

WATER WHEEL ADULT MOBILE HOME COMMUNITY & R.V. PARK UNIT NO. 1

SECTION 16, TOWNSHIP 13 SOUTH, RANGE 23 EAST
SUMTER COUNTY, FLORIDA

DESCRIPTION - BEGIN AT THE NE CORNER OF THE W 1/2 OF THE SW 1/4 OF SECTION 16, TOWNSHIP 13 SOUTH, RANGE 23 EAST, THENCE S 0°03'32"E ALONG THE EAST LINE OF SAID W 1/2 OF THE SW 1/4 A DISTANCE OF 158.75 FEET, THENCE S 89°38'01"W 430.44 FEET TO A POINT ON A SOUTHERLY PROJECTION OF THE EAST RIGHT-OF-WAY LINE OF FLAMINGO BOULEVARD AS SHOWN ON THE PLAT OF HEARTY HOST LAKE RESORT, AS RECORDED IN PLAT BOOK 3, PAGES 57-59, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, THENCE N 0°03'40"W ALONG SAID SOUTHERLY PROJECTION A DISTANCE OF 80 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF PIKE STREET AS SHOWN ON SAID PLAT, THENCE S 89°38'01"E ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 100 FEET, THENCE N 0°03'40"W, PARALLEL TO SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 50 FEET TO THE SE CORNER OF LOT 9, BLOCK 8, AS SHOWN ON SAID PLAT, THENCE CONTINUE N 0°03'40"W ALONG THE EAST LINE OF SAID BLOCK 8 AND PARALLEL TO SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 500 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF BLUEWELL STREET, AS SHOWN ON SAID PLAT, THENCE S 89°38'01"E ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 359.73 FEET TO THE P.C. OF A CURVE, CONCAVED SOUTHWESTERLY, HAVING A CENTRAL ANGLE OF 90°16'18" AND A RADIUS OF 50 FEET, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 78.61 FEET TO THE P.C. OF SAID CURVE, THENCE N 89°38'01"E 120.46 FEET TO A POINT ON THE EAST LINE OF THE W 1/2 OF THE NW 1/4 OF SAID SECTION 16, THENCE S 0°03'32"E ALONG SAID EAST LINE A DISTANCE OF 400.95 FEET TO THE POINT OF BEGINNING.

TITLE CERTIFICATE: THE TITLE TO SAID LAND IS SUBJECT TO: ENGLEWOOD INVESTMENTS LTD.-OWNER 1. MORTGAGE IN FAVOR OF LNC DEVELOPMENT CORPORATION, DATED SEPTEMBER 13, 1971, AND RECORDED NOVEMBER 2, 1971, IN O.R. BOOK 123, PAGE 37. 2. MORTGAGE IN FAVOR OF CITIZENS NATIONAL BANK OF LEEBURG, DATED MARCH 24, 1977, AND RECORDED IN O.R. BOOK 185, PAGE 234. 3. FUTURE ADVANCE AGREEMENT BETWEEN HEARTY HOST LAKE RESORT, INC. AND CITIZENS NATIONAL BANK OF LEEBURG, DATED DECEMBER 14, 1977, AND RECORDED IN O.R. BOOK 85, PAGE 50. 4. MORTGAGE FROM ENGLEWOOD INVESTMENTS, LTD., A FLORIDA LIMITED PARTNERSHIP, TO HEARTY HOST LAKE RESORT, INC., A FLORIDA CORPORATION, DATED JULY 20, 1979, AND RECORDED IN O.R. BOOK 218, PAGE 530, AND AN ASSIGNMENT OF A PORTION THEREOF TO TOM CHIZZARD, INC., A FLORIDA CORPORATION, AS RECORDED IN O.R. BOOK 218, PAGE 533. 5. EASEMENTS AND STREETS AS SHOWN BY THE PLAT OF HEARTY HOST LAKE RESORT SUBDIVISION RECORDED IN PLAT BOOK 3, PAGE 57, AS MODIFIED BY AFFIDAVIT RECORDED IN O.R. BOOK 166, PAGE 708. 6. EASEMENTS TO AMERICAN TELEPHONE AND TELEGRAPH COMPANY, DATED MAY 4, 1967, AND RECORDED IN O.R. BOOK 84, PAGE 782. 7. RIGHT OF WAY EASEMENT TO SUMTER ELECTRIC COOPERATIVE, INC., DATED OCTOBER 10, 1963, AND RECORDED JANUARY 9, 1964, IN O.R. BOOK 54, PAGE 363.

8. EASEMENT TO SUMTER ELECTRIC COOPERATIVE, INC., DATED AUGUST 13, 1969, AND RECORDED SEPTEMBER 4, 1969, IN O.R. BOOK 104, PAGE 414, COVERING PART OF THE WEST 1/2 OF THE WEST 1/2 OF SECTION 16, TOWNSHIP 13 SOUTH, RANGE 23 EAST, LING SOUTH OF STATE ROAD NO. 44. 9. RESTRICTIONS DATED AND RECORDED DECEMBER 30, 1974, IN O.R. BOOK 159, PAGE 870. 10. RIGHT OF WAY EASEMENT TO SUMTER ELECTRIC COOPERATIVE, INC., DATED JANUARY 13, 1972, AND RECORDED FEBRUARY 2, 1972, IN O.R. BOOK 123, PAGE 706. 11. COUNTY IMPROVEMENT AGREEMENT DATED DECEMBER 18, 1974, AND RECORDED MARCH 25, 1975, IN O.R. BOOK 162, PAGE 90.

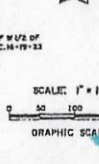
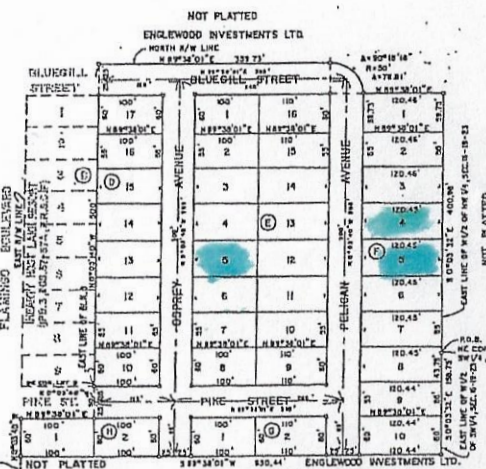
FURTHER, THE UNDERSIGNED CERTIFIES THAT THERE ARE NO DELINQUENT REAL ESTATE TAXES ON THE SUBJECT PROPERTY AND TAXES HAVE BEEN PAID THROUGH DECEMBER 31, 1978.

ATTEST:

Kenneth L. Bowers

Steven J. Richey
STEVEN J. RICHEY
ATTORNEY AT LAW

EXHIBIT "F"



DEDICATION
KNOWN ALL MEN BY THESE PRESENTS - THAT TOM CHIZZARD, INC. HAS CAUSED TO BE MADE THE ATTACHED PLAT OF WATER WHEEL ADULT MOBILE HOME COMMUNITY & R.V. PARK UNIT NO. 1, THE SAME BEING A SUBDIVISION OF THE LAND HEREON DESCRIBED AND THAT THE EASEMENTS AS SHOWN ON THE ATTACHED PLAT TOGETHER WITH ALL IMPROVEMENTS THEREON ARE HEREBY DEDICATED TO THE PERPETUAL USE OF THE PUBLIC FOR PROPER PURPOSES RESERVING UNTO THEMSELVES, THEIR HEIRS OR ASSIGNS, THE REVERSION OR REVERSIONS THEREOF WHENEVER DISCONTINUED BY LAW AND THAT THE EASEMENTS AS SHOWN ARE GRANTED AND RESERVED FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES.

IN WITNESS WHEREOF WE HAVE CAUSED THESE PRESENTS TO BE SIGNED ON THIS 10/2 DAY OF OCT, 1979.

AS TO ALL: *Tom Chizzard, Inc.*
TOM CHIZZARD, INC.
TOM CHIZZARD, PRESIDENT

STATE OF FLORIDA
COUNTY OF LAKE

BEFORE ME THIS DAY PERSONALLY APPEARED TOM CHIZZARD, PRESIDENT OF TOM CHIZZARD, INC., DOING AS HE WELLS KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND WHO ACKNOWLEDGED THAT THEY DID SO FREELY AND VOLUNTARILY FOR THE USES AND PURPOSES THEREIN EXPRESSED.

DATE: Oct 17 1979

BY: *Matthew W. White*
MATTHEW W. WHITE
NOTARY PUBLIC
MY COMMISSION EXPIRES: 22 JAN 1980

DEDICATION
KNOWN ALL MEN BY THESE PRESENTS - THAT HEARTY HOST LAKE RESORT, INC. HAS CAUSED TO BE MADE THE ATTACHED PLAT OF WATER WHEEL ADULT MOBILE HOME COMMUNITY & R.V. PARK UNIT NO. 1, THE SAME BEING A SUBDIVISION OF THE LAND HEREON DESCRIBED AND THAT THE EASEMENTS AS SHOWN ON THE ATTACHED PLAT TOGETHER WITH ALL IMPROVEMENTS THEREON ARE HEREBY DEDICATED TO THE PERPETUAL USE OF THE PUBLIC FOR PROPER PURPOSES RESERVING UNTO THEMSELVES, THEIR HEIRS OR ASSIGNS, THE REVERSION OR REVERSIONS THEREOF WHENEVER DISCONTINUED BY LAW AND THAT THE EASEMENTS AS SHOWN ARE GRANTED AND RESERVED FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES.

IN WITNESS WHEREOF WE HAVE CAUSED THESE PRESENTS TO BE SIGNED ON THIS 10/2 DAY OF OCT, 1979.

AS TO ALL: *Hearty Host Lake Resort, Inc.*
HEARTY HOST LAKE RESORT, INC.
CHARLES REED, PRESIDENT

STATE OF FLORIDA
COUNTY OF LAKE

BEFORE ME THIS DAY PERSONALLY APPEARED CHARLES REED, OF HEARTY HOST LAKE RESORT, INC., DOING AS HE WELLS KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND WHO ACKNOWLEDGED THAT THEY DID SO FREELY AND VOLUNTARILY FOR THE USES AND PURPOSES THEREIN EXPRESSED.

DATE: 10/2/79

BY: *Matthew W. White*
MATTHEW W. WHITE
NOTARY PUBLIC
MY COMMISSION EXPIRES: 22 JAN 1980

PLAT BOOK 2/ PAGE 40

DEDICATION - KNOWN ALL MEN BY THESE PRESENTS - THAT ENGLEWOOD INVESTMENTS LIMITED HAS CAUSED TO BE MADE THE ATTACHED PLAT OF WATER WHEEL ADULT MOBILE HOME COMMUNITY & R.V. PARK UNIT NO. 1, THE SAME BEING A SUBDIVISION OF THE LAND HEREON DESCRIBED AND THAT THE EASEMENTS AS SHOWN ON THE ATTACHED PLAT TOGETHER WITH ALL IMPROVEMENTS THEREON ARE HEREBY DEDICATED TO THE PERPETUAL USE OF THE PUBLIC FOR PROPER PURPOSES RESERVING UNTO THEMSELVES, THEIR HEIRS OR ASSIGNS, THE REVERSION OR REVERSIONS THEREOF WHENEVER DISCONTINUED BY LAW AND THAT THE EASEMENTS AS SHOWN ARE GRANTED AND RESERVED FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES.

IN WITNESS WHEREOF WE HAVE CAUSED THESE PRESENTS TO BE SIGNED ON THIS 2/2 DAY OF October, 1979.

AS TO ALL: *Englewood Investments Limited*
ENGLEWOOD INVESTMENTS LIMITED BY:
Howard L. Madley
HOWARD L. MADLEY, PARTNER
Ray Hosterman
RAY HOSTERMAN, PARTNER
David Dunken
DAVID DUNKEN, PARTNER
Albert Madley
ALBERT MADLEY, PARTNER

STATE OF FLORIDA
COUNTY OF SUMTER

BEFORE ME THIS DAY PERSONALLY APPEARED HOWARD L. MADLEY, PARTNER; RAY HOSTERMAN, PARTNER; DAVID DUNKEN, PARTNER; AND ALBERT MADLEY, PARTNER; OF ENGLEWOOD INVESTMENTS LIMITED, TO ME WELL KNOWN TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND WHO ACKNOWLEDGED THAT THEY DID SO FREELY AND VOLUNTARILY FOR THE USES AND PURPOSES THEREIN EXPRESSED.

DATE: 10/2/79
SIGNED: *Matthew W. White*
MATTHEW W. WHITE
NOTARY PUBLIC
STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES: 22 JAN 1980

SURVEYORS CERTIFICATE:
I HEREBY CERTIFY THAT THE ATTACHED WATER WHEEL ADULT MOBILE HOME COMMUNITY & R.V. PARK UNIT NO. 1, IS A TRUE AND CORRECT REPRESENTATION OF THE LAND AS RECENTLY SURVEYED, PLATTED UNDER MY DIRECTION AND THAT THE PERMANENT REFERENCE MONUMENTS IS SHOWN THEREON WERE IN PLACE ON THE 4TH DAY OF OCT, 1979, AND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

BY: *James D. Baker*
JAMES D. BAKER
REGISTERED LAND SURVEYOR NO. 1111
STATE OF FLORIDA

CERTIFICATE OF APPROVAL - BOARD OF COUNTY COMMISSIONERS
THIS IS TO CERTIFY THAT ON 10/2, 1979, THE FOREGOING PLAT WAS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF SUMTER COUNTY, FLORIDA.

ATTEST: *Matthew W. White*
MATTHEW W. WHITE
CLERK OF THE BOARD

CERTIFICATE OF CLERK:
I HEREBY CERTIFY THAT I HAVE EXAMINED THE FOREGOING PLAT AND FINDING THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTE AND WAS FILED FOR ON 10/2, 1979 AT 1:22 P.M. FILE NO. 10/2/79

BY: *Matthew W. White*
MATTHEW W. WHITE
CLERK OF THE CIRCUIT COURT
SUMTER COUNTY, FLORIDA

CERTIFICATES OF APPROVAL:
COUNTY ENGINEER: *Matthew W. White* DATE: Nov 6, 1979
COUNTY ATTORNEY: *Matthew W. White* DATE: Nov 7, 1979
COUNTY SANITARIAN: *Matthew W. White* DATE: 10-17-79

CERTIFICATE OF APPROVAL BY ZONING BOARD:
THIS IS TO CERTIFY THAT ON 10/2, 1979, THE FOREGOING PLAT WAS APPROVED BY THE ZONING COMMISSION FOR THE 10/2 ZONING DISTRICT.

BY: *Matthew W. White*
MATTHEW W. WHITE
ZONING DIRECTOR

HERITAGE WOOD 'N LAKES ESTATES

A REPLAT OF A PORTION OF WATER WHEEL MOBILE HOME COMMUNITY & R. V. PARK - UNIT NO. 1
LOCATED IN SECTION 16, TOWNSHIP 19 SOUTH, RANGE 23 EAST

SUMTER COUNTY, FLORIDA

PLAT BOOK 4

PAGE 61-A

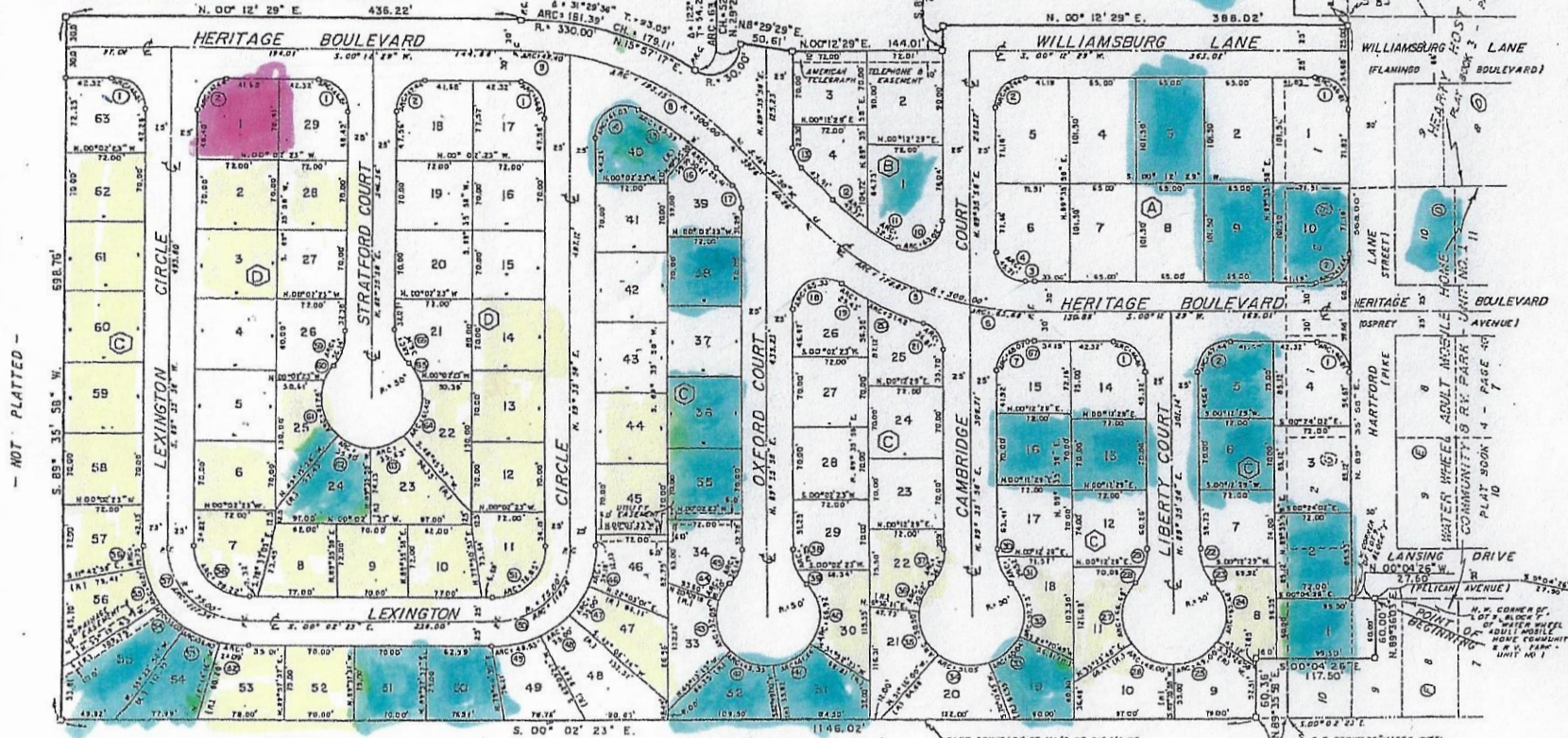
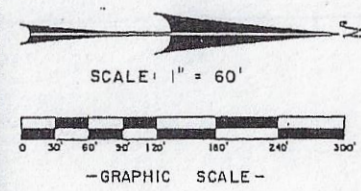
SHEET No. TWO OF TWO SHEETS

CURVE DATA TABLE

CURVE NO.	DELTA	RADIUS	ARC	TANGENT	CHORD	CHORD BEARING
1	89°23'29"	30.00	46.81	29.68	41.20	N.44°54'13"E
2	90°36'31"	30.00	47.44	30.32	41.65	S.45°05'47"E
3	2°05'38"	270.00	8.88	4.93	3.88	S.01°15'17"W
4	87°07'35"	30.00	45.71	28.02	41.41	S.45°53'01"W
5	3°40'09"	300.00	178.87	9.18	178.23	S.30°21'01"W
6	13°09'43"	300.00	63.68	31.96	63.58	S.00°17'20"W
7	91°48'03"	30.00	48.07	30.95	43.09	N.44°30'01"W
8	36°53'19"	300.00	193.15	100.95	186.63	S.28°03'10"W
9	9°28'02"	300.00	49.40	24.75	48.34	S.04°55'30"W
10	20°01'48"	30.00	63.02	31.34	30.06	S.30°13'09"E
11	8°51'23"	270.00	32.31	16.17	32.29	S.33°23'29"W
12	9°42'44"	300.00	45.77	22.94	45.71	S.41°40'28"W
13	43°04'08"	30.00	22.35	11.84	21.02	S.68°03'56"W
14	116°33'37"	30.00	61.03	48.54	51.04	N.32°07'14"W
15	13°55'05"	270.00	65.59	32.95	65.43	N.33°07'07"E
16	6°27'10"	270.00	30.41	15.22	30.39	N.43°10'15"W
17	43°04'08"	30.00	22.35	11.84	21.02	N.68°03'54"E
18	124°46'20"	30.00	65.35	57.35	53.17	N.28°00'32"E
19	8°08'35"	300.00	29.45	14.72	29.42	N.31°40'00"E
20	9°50'10"	300.00	57.42	28.70	57.33	N.24°18'38"E
21	70°18'25"	360.00	36.81	21.13	34.55	S.54°40'45"E
22	18°39'33"	50.00	14.49	7.30	14.44	S.01°17'41"W
23	3°40'09"	50.00	21.64	10.99	21.47	S.60°35'24"W
24	79°12'35"	50.00	65.68	38.35	61.00	S.85°49'11"W
25	58°09'00"	50.00	49.00	26.67	47.06	N.28°28'32"E
26	58°00'14"	50.00	48.00	26.03	46.18	N.27°06'05"E

CURVE NO.	DELTA	RADIUS	ARC	TANGENT	CHORD	CHORD BEARING
27	76°24'20"	50.00	66.68	39.35	61.84	S.67°11'38"E
28	25°19'07"	50.00	22.24	11.31	22.06	S.61°44'01"E
29	15°52'27"	500.00	13.90	6.99	13.85	S.82°26'19"E
30	7°34'51"	500.00	6.62	3.31	6.61	S.85°48'32"W
31	33°49'44"	50.00	28.92	15.20	28.93	S.18°08'15"W
32	56°09'56"	50.00	27.73	32.57	54.58	S.81°18'06"W
33	49°52'57"	50.00	40.04	21.16	38.98	N.42°42'43"W
34	58°01'14"	50.00	31.95	28.00	48.87	N.09°28'53"E
35	57°52'11"	50.00	50.50	27.64	48.38	N.61°40'05"E
36	34°24'21"	50.00	30.02	15.46	29.58	S.66°11'38"E
37	41°24'34"	50.00	36.14	18.90	35.38	S.69°40'45"E
38	22°03'23"	50.00	19.23	9.74	19.13	S.78°34'15"W
39	19°21'09"	50.00	18.89	8.53	18.81	S.67°51'58"W
40	76°41'00"	50.00	66.92	39.55	67.04	S.66°31'55"W
41	47°56'37"	50.00	41.84	22.23	40.63	N.31°09'18"E
42	51°57'47"	50.00	45.53	24.37	45.81	N.18°47'34"E
43	65°12'00"	50.00	57.63	32.00	54.01	N.17°18'03"E
44	20°51'15"	50.00	18.20	8.20	18.10	S.59°28'08"E
45	41°24'35"	50.00	36.14	18.90	35.38	S.69°41'45"E
46	22°12'04"	100.00	39.18	19.85	38.93	N.79°10'31"W
47	20°03'13"	100.00	35.00	17.68	34.82	N.57°55'23"W
48	20°03'13"	100.00	35.00	17.68	34.82	N.37°52'10"W
49	27°48'11"	100.00	48.93	24.73	48.05	N.13°56'28"W

CURVE NO.	DELTA	RADIUS	ARC	TANGENT	CHORD	CHORD BEARING
50	90°21'40"	75.00	118.28	75.47	106.40	S.45°13'13"E
51	90°21'40"	50.00	78.85	50.32	70.83	S.45°13'13"E
52	13°48'07"	100.00	24.09	12.10	24.03	N.06°51'41"E
53	20°51'20"	100.00	36.40	19.40	36.20	N.24°11'54"E
54	10°03'13"	100.00	39.00	17.68	34.82	N.44°39'41"E
55	23°36'45"	100.00	41.21	20.90	40.92	N.66°28'40"E
56	11°18'55"	100.00	19.75	9.91	19.72	N.83°56'30"E
57	89°38'20"	75.00	117.34	74.53	105.73	S.44°46'48"W
58	89°38'20"	50.00	78.22	49.69	70.49	S.44°46'47"W
59	41°24'35"	50.00	36.14	18.90	35.38	S.69°41'45"E
60	11°18'55"	100.00	17.00	8.59	16.83	S.59°41'21"E
61	70°46'10"	50.00	61.76	35.51	57.91	N.76°07'41"E
62	41°06'38"	50.00	35.90	18.77	35.14	N.20°10'17"E
63	40°50'00"	50.00	35.83	18.61	34.88	N.20°49'03"W
64	70°21'29"	50.00	61.40	35.24	57.61	N.76°24'47"W
65	20°13'08"	50.00	19.64	9.91	17.55	S.58°17'59"W
66	41°24'35"	50.00	36.14	18.90	35.38	S.69°41'45"W
67	11°13'32"	330.00	6.87	3.43	6.87	N.00°40'19"E



- LEGEND
- 1. $\square$ INDICATES PERMANENT REFERENCE MONUMENT (P.R.M.)
 - 2. $\times$ INDICATES PERMANENT CONTROL POINT (P.C.P.)
 - 3. $\circ$ INDICATES CHORD
 - 4. $\circ$ INDICATES TANGENT
 - 5. $\circ$ INDICATES RADIUS
 - 6. $\circ$ INDICATES POINT OF CURVATURE
 - 7. $\circ$ INDICATES POINT OF TANGENCY
 - 8. $\circ$ INDICATES CENTER LINE
 - 9. $\circ$ INDICATES CURVE NUMBER
 - 10. $\circ$ INDICATES POINT OF REVERSE CURVATURE
 - 11. $\circ$ INDICATES DELTA (CENTRAL ANGLE)

PREPARED BY
MOORHEAD ENGINEERING COMPANY
305 S.E. 1st AVE.
OCALA, FLORIDA

NOTES

1. BASIS OF BEARINGS IS THE EAST BOUNDARY OF THE 1/2 OF SW 1/4 OF SECTION 16, TOWNSHIP 19 SOUTH, RANGE 23 EAST.

Blue - would like to annex

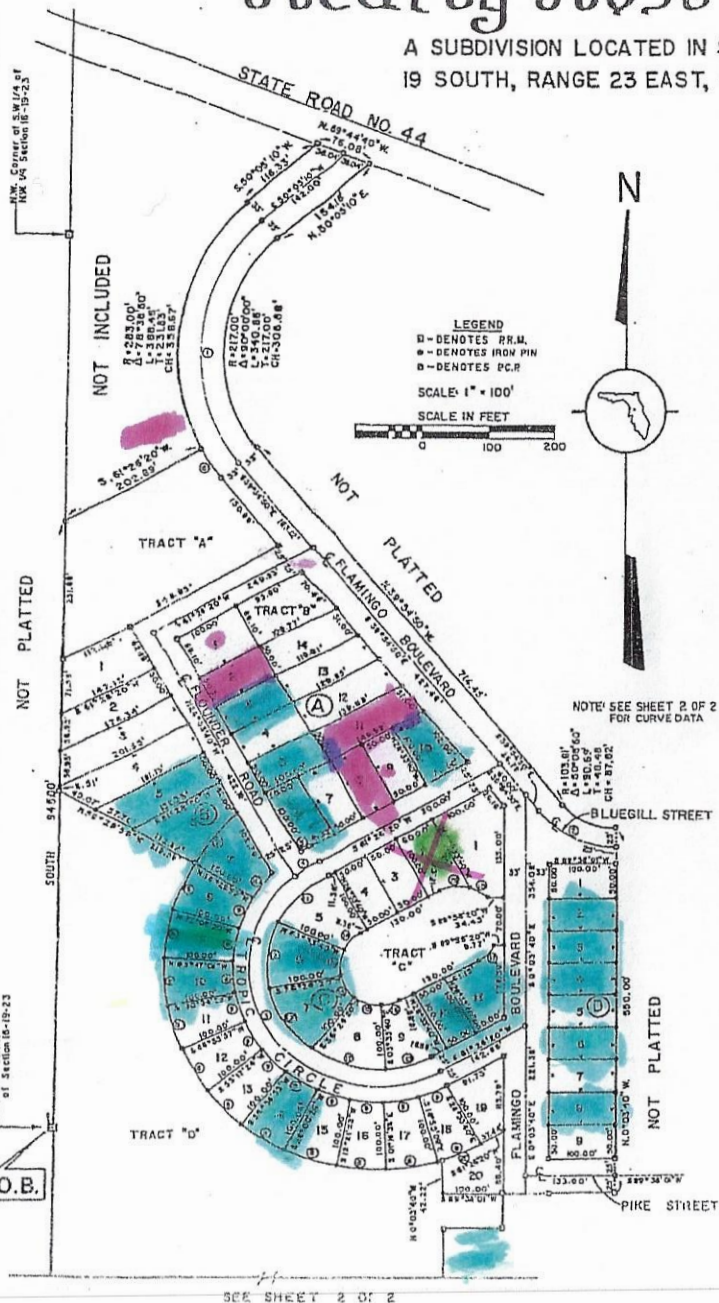
Pink already annexed

Yellow

Etalia

Hearty Host Lake Resort

A SUBDIVISION LOCATED IN SECTION 16, TOWNSHIP
19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA



DESCRIPTION: Beginning at the northwest corner of the NW 1/4 of the SW 1/4 of Section 16, Township 19 South, Range 23 East, Sumter County, Florida; thence S. 01° 02' 05" W. along the west line of said NW 1/4 of the SW 1/4 1527.31 feet to the Southwest corner of the NW 1/4 of the SW 1/4; thence from said Southwest corner of the NW 1/4 of the SW 1/4 continue S. 01° 02' 05" W. 25.00 feet; thence N. 89° 38' 07" E. 388.84 feet; thence N. 0° 03' 40" W. 50.00 feet; thence S. 89° 38' 07" E. 100.00 feet; thence N. 0° 03' 40" W. 700.00 feet; thence N. 89° 38' 07" E. 250.00 feet; thence N. 0° 03' 40" W. 450.00 feet; thence N. 89° 38' 07" E. 100.00 feet; thence N. 0° 03' 40" W. 50.00 feet; thence N. 89° 38' 07" E. 100.00 feet; thence N. 0° 03' 40" W. 550.00 feet to a point on a curve concave Northwest and having a radius of 103.81 feet; thence Northwest along said curve through a central angle of 50° 07' 50" on an arc distance of 90.09 feet to the end of said curve; thence N. 39° 54' 50" W. 714.45 feet to the beginning of a curve concave East and having a radius of 217.00 feet; thence Northwest and Northeast along said curve through a central angle of 90° 00' 00" on an arc distance of 340.66 feet to the end of said curve; thence N. 50° 05' 07" E. 154.48 feet to the southeasterly right-of-way of State Road No. 44; thence N. 89° 38' 07" E. along said right-of-way of State Road No. 44, 75.00 feet; thence S. 89° 38' 07" E. 116.33 feet to the beginning of a curve concave East and having a radius of 283.00 feet; thence Southwesterly and Southeasterly along said curve through a central angle of 78° 36' 50" on an arc distance of 388.46 feet; thence S. 89° 38' 07" E. 202.69 feet to a point on the west line of the SW 1/4 of the NW 1/4 of Section 16; thence South along said west line of the SW 1/4 of the NW 1/4 945.00 feet to the Point of Beginning.



VICINITY SKETCH - No Scale

PLAT BOOK 3
AND PAGE 57

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being the owner, in fee simple of the lands described in the foregoing caption to this plat do hereby dedicate said lands and plot for the uses and purposes hereon expressed and dedicate the same to the public.

IN WITNESS WHEREOF, The undersigned, HEARTY HOST LAKE RESORT, INC. set hand and seal, on this 12th day of December, 1974.

WITNESS:
Francis M. Boyd
Robert F. Hall

OWNER(S):
Hearty Host Lake Resort, Inc.

STATE OF FLORIDA COUNTY OF SUMTER THIS IS TO CERTIFY, That on DEC. 16, 1974 before me, an officer duly authorized to take acknowledgements in the State and County aforesaid, personally appeared CHARLES L. ROSS

to me known to be the person described in and who executed the foregoing dedication and severally acknowledged the execution thereof to be free act and deed for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.

Franklin J. Ross
NOTARY PUBLIC
My Commission Expires

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, licensed and registered land surveyor, does hereby certify that on DEC. 16, 1974 he completed the survey of the lands as shown in the foregoing plat; that said plat is a correct representation of the lands therein described and plotted; that permanent reference monuments have been placed as shown thereon as required by Chapter 172, Florida Statutes; and that said land is located in Sumter County, Florida.

Dated DEC. 16, 1974
Registration No. 1571

CERTIFICATES OF APPROVAL

COUNTY ENGINEER Spencer A. H. H. H. DATE Dec 3, 1974
DIRECTOR OF PLANNING W. H. McQuinn DATE 12-3-74
COUNTY ATTORNEY T. Richard Hagan DATE 12-18-74
COUNTY SANITARIAN J. E. Valenzuela, R.S. DATE 12-3-74

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY, That on Dec. 16, 1974 the foregoing plat was approved by the Board of County Commissioners of Sumter County, Florida.

W. H. McQuinn
Chairman of the Board.

Attest:
G. Benton March
Clerk of the Board

CERTIFICATE OF CLERK

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes, and was filed for record on December 19, 1974 at 12:41 A.M. File Number 111176

G. Benton March
Clerk of the Circuit Court
in and for Sumter County, Florida

CERTIFICATE OF SURVEYOR

I HEREBY CERTIFY, That the Exterior Boundary of the West 1/2 of the West 1/2 of Section 16, Township 19 South, Range 23 East South of State Road No. 44, and the NW 1/4 of the NW 1/4, the W 1/2 of the NE 1/4 of the NW 1/4, the North 1/2 of the SE 1/4 of the NW 1/4 west of Lake Oklawaha, and the East 1000.0 feet of the North 1/2 of the SE 1/4 of the NW 1/4 of Section 21, Township 19 South, Range 23 East, Sumter County, Florida, was surveyed by me and corners set are true and correct.

Dated Dec. 16, 1974
Registration No. 1880

SHEET 1 OF 2

City of Wildwood Land Development Regulations Fee Schedule
(additional fees may apply for credit card payments)

Application	Fee
Comprehensive Plan Amendments	
Large Scale	\$5,075
Small Scale	\$2,575
Text Amendment	\$1,075
Rezoning	
Rezoning - with concurrent Comp. Plan Amend.	\$0
Rezoning - non PD	\$575
Planned Development (PD)	\$2,675
PD Amendments	\$600
PD Extension Request	\$100
Site Plan - Non-Residential and Institutional	
Site Plan & one resubmittal	\$2,000
3 rd & subsequent Site Plan resubmittals	\$1,000 each
Minor Site Plan	\$500
3 rd & subsequent Minor Site Plan resubmittals	\$250
Site Plan/Improvement Plan Extension	\$100
Site Plan - Residential	
Site Plan Residential - Zoning Clearance Application	\$35
Subdivisions	
Preliminary Plan	\$1,075
3 rd & subsequent Minor Site Plan resubmittals	\$537.50 each
Improvement Plan	\$1,075
3 rd & subsequent Minor Site Plan resubmittals	\$537.50 each
Final Plat	\$700
3 rd & subsequent Minor Site Plan resubmittals	\$350 each
Re-plat of Subdivision	\$700
3 rd & subsequent Minor Site Plan resubmittals	\$350 each
Minor Lot Split / Lot combination	\$300
3 rd & subsequent Minor Site Plan resubmittals	\$150 each
Concurrency - Non-Residential	
Preliminary Concurrency Determination/Reservation	\$200
Concurrency - Residential	
Prelim. Concurrency Determination/Reservation	\$50
Utilities Intent to Serve Letter	
Intent to Serve Letter	\$50
Vacate	
Right-of-Way	\$325
Plat	\$825
Accessory Structures	
Residential Compliance Review	\$35
Developments of Regional Impact	
Application for Development Approval	\$10,075
DRI Substantial Deviation	\$8,075
Community Development District Petitions	\$15,000
CDD Boundary Amendment	\$1,500
Notice of Proposed Change	\$2,000

Appeals	
Appeal	\$375
Other	
Final Closeout Package	\$1,200
Partial Closeout Package	\$1,200
Phased Closeout Package	\$1,200 each phase
Annexation	\$1,000
Conditional Use Permit	\$575
Special Exception Use or Variance	\$575
Temporary Use	\$100
Sign Permit	\$50
Tree Removal Permit	\$50
Commercial Paint Application	\$0
Business Registration / Occupational License	\$0
JPA Annexations/Comp. Plan/Rezoning	*See Note
Publications	
Comprehensive Plan	\$75
Land Development Regulations	\$75
Design District Standards	\$50
Maps (11" x 17")	\$10
Maps (24" x 36")	\$25
Maps (36" x 48")	\$40
Copies (8.5" x 11")	\$0.75 per page
Miscellaneous Services	
Alcohol & Tobacco Sign-Off	\$35
Zoning Compliance Letter	\$35
Additional Research to Support	\$60 per hour
Land Use/Zoning Compliance	
Additional Services	
Research	\$30 per hour - 1 hour minimum
Developer's Agreement	\$500
Utility Department Services	
Inspection Fee for Water/Sewer - New Construction	\$25 per hour not to exceed 1.5% of improvements
2nd re-inspection	\$50 per hour not to exceed 1.5% of improvements
3rd and subsequent re-inspections	\$100 per hour not to exceed 1.5% of improvements
** All inspections are charged at 1 hour minimum **	
*JPA Annexation/Comp. Plan/Rezoning fees may be waived for Single Family Dwelling Units.	

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: City Manager Contract Renewal

REQUESTED ACTION: For information only.

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

The City Manager's contract is now 5 years old and is coming up for renewal. City Attorney Ashley Hunt is requesting that the Commission begin discussions regarding the contract renewal.

**CITY MANAGER EMPLOYMENT CONTRACT
BETWEEN JASON F. MCHUGH AND THE CITY OF
WILDWOOD**

This employment agreement is entered into this 10th day of August, 2020, by and between the City of Wildwood, State of Florida, a Florida Municipal Corporation (hereinafter "the City"), and Jason F. McHugh (hereinafter "McHugh", or "City Manager").

WITNESSETH:

WHEREAS, the City Charter of the City of Wildwood provides for the position of City Manager; and,

WHEREAS, the City desires to continue to employ the professional services of McHugh as City Manager of the City of Wildwood; and,

WHEREAS, it is the desire of the City to provide certain benefits, establish certain conditions of employment, and set working conditions for the City Manager; and,

WHEREAS, the City of Wildwood Charter provides for the duties of the City Manager; and,

WHEREAS, McHugh desires to accept employment as City Manager and assume responsibility for the duties of City Manager of the City of Wildwood.

NOW THEREFORE, the City, by and through its undersigned officer, and McHugh, for good and valuable consideration, enter into this employment contract and agree to be bound by the following conditions:

Section 1. Duties.

a. The City hereby agrees to employ McHugh as the City Manager of the City of Wildwood to perform the functions and duties specified in the Charter of the City of Wildwood and to perform such other legally permissible and proper duties and functions as the City Commission shall from time to time assign.

b. The City Manager shall report to the City Commission and shall perform his duties as City Manager under the direction of the City Commission. The City Manager shall not act outside of the duties assigned to him by the City Commission and the Charter.

Section 2. Term.

a. The term of this employment agreement shall be October 1, 2020 through September 30, 2025.

b. Nothing in this agreement shall limit or prevent or otherwise interfere with the right of the City to terminate the services of McHugh at any time, subject only to the provisions set forth in Section 6 of this agreement.

c. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of McHugh to resign at any time from his position with the City subject only to the provisions set forth in Section 6 of this agreement.

d. If the City Commission determines it will not renew McHugh's contract at the end of the term set forth in paragraph (a) of this Section, it shall provide McHugh with 180 days notice of said intent not to renew.

Section 3. Suspension.

The City may suspend McHugh with full pay and benefits at any time during the term of this agreement, but only if:

- a. A majority of the Commission agree;
- b. Following a public hearing, a majority of the Commission votes to suspend McHugh for just cause; provided, however, that McHugh shall have been given written notice setting forth any factual allegations related to the proposed suspension at least ten (10) days prior to such hearing by the Commission; or,
- c. In accordance with Section 4-4 of the Charter.

Section 4. Compensation.

The annual salary for the City Manager shall be \$135,000.00, payable in equal bi-weekly installments or as otherwise designated by the City Commission. For the remainder of the contract, McHugh shall be entitled to receive such salary increases as the City Commission may approve annually, after a review and discussion regarding the same.

Section 5. Employee Benefits.

The City agrees that McHugh shall receive the following benefits:

a. Vacation and sick leave shall accrue for McHugh as provided for in the City of Wildwood Personnel Rules and Regulations. Any accrued days of sick leave and vacation that McHugh has accrued or acquired during his time as an employee of the City of Wildwood prior to the entry of this agreement shall be carried over and credited to McHugh.

b. McHugh will be provided with health insurance in accordance with the City's current group plan. If life, vision or dental insurance is provided for under the current policy for City employees, then McHugh shall be entitled to these coverages. McHugh shall be provided with the same life insurance provided to all City employees.

c. The City will provide any indemnification and bonding for McHugh required by his employment with the City.

d. McHugh is currently enrolled in the Florida Retirement System. McHugh shall be entitled to retirement benefits consistent with the senior management status upon compliance with any state statutory requirements. McHugh understands that payment of any retirement benefits require vesting with the State and compliance with any state statutory requirements.

e. McHugh will be required to reside within the City or its service boundary while employed as the City Manager.

f. It is recognized that McHugh must devote a great deal of time outside the normal office hours of business for the City, and to that end McHugh shall be allowed to establish an appropriate work schedule, provided McHugh works sufficient hours to perform his duties hereunder satisfactorily. It is recognized that the City Manager will normally schedule his work during times City Hall is open, but at times the City Manager may take time off during the hours City Hall is open when the City Manager has late meetings or other work or obligations which may cause him to work late.

g. Professional Development.

(1) The City hereby agrees to budget for and to pay for reasonable travel and subsistence expenses of McHugh to maintain existing certifications and for professional and official travel to continue the professional development of McHugh and to adequately pursue necessary official functions for the City.

(2) The City also agrees to budget and pay for reasonable travel and subsistence expenses of McHugh for short courses, institutes, continuing education requirements, and seminars that are necessary for his professional development.

h. Vehicle and Allowance.

(1) McHugh shall be paid \$500.00 per month on the first day of the month as an allowance for his use of his personal vehicle. This allowance shall be paid in lieu of any mileage reimbursement.

i. McHugh shall be provided with a cell phone for City use by the City.

Section 6. Termination and Severance Pay.

a. In the event McHugh is terminated by the Commission, without cause, McHugh shall be paid a lump sum cash payment equal to three (3) months aggregate salary and an amount that will allow purchase of COBRA health insurance for six months from the

date of termination. The payment of the severance pay and anticipated health insurance cost set forth in this section by the City shall discharge the City from any and all other obligations under this agreement.

b. Termination, without cause and the benefits set forth in Section 7.a. above shall occur when:

- i. The majority of the City Commission votes to terminate McHugh at a duly authorized public meeting, by resolution, subject to any applicable Charter provisions.
- ii. If McHugh resigns following an offer by the City to accept his resignation, whether formal or informal, by the majority of the City Commission, then McHugh may declare a termination as of the date of the offer or suggestion, and receive severance benefits.

c. Notwithstanding any provision to the contrary, McHugh may be terminated at any time for cause by a majority of the entire City Commission, by resolution, subject to any applicable Charter provisions. For purposes of this agreement, "cause" shall include, but not be limited to:

- i. The failure or refusal of McHugh to comply with the lawful and reasonable practices, standards, and/or directives of the City which from time to time may be established by the City Commission.
- ii. McHugh is found guilty of unprofessional or unethical conduct by any government agency, board, institution, organization, or professional society having legal jurisdiction to pass upon the conduct of McHugh.
- iii. McHugh violates the Drug Free Workplace requirement of the Employee Manual.
- iv. McHugh engages in a proven act of dishonesty involving the City's funds or property or commits a felony or commits a misdemeanor involving theft, embezzlement, or crime of moral turpitude.
- v. McHugh engages in misconduct as that term is defined by Section 443.036(29) of the Florida Statutes.

In the event McHugh is terminated for cause, the City shall have no obligation to pay severance pay to McHugh, and McHugh shall be entitled only to his accrued benefits under the City's personnel policy.

d. In the event McHugh voluntarily resigns his position with the City, then McHugh shall give the City sixty (60) days' notice in advance unless the parties otherwise agree. No severance pay or health benefits shall be payable to or on behalf of McHugh upon voluntary

resignation unless such resignation is because of a request to resign as noted in Section 6. b. ii., above.

Section 7. Governing Law.

This Agreement shall be construed and governed in accordance with the laws of the State of Florida and the City and McHugh agree that any legal action regarding this Agreement shall be litigated in the circuit court in and for Sumter County, Florida. The City and McHugh further agree that any action litigated under this Agreement shall be non-jury, and the prevailing party shall be entitled to reasonable costs and attorney's fees.

Section 8. Savings Clause.

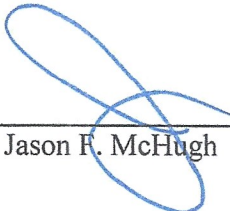
If any term or provision of this Agreement shall, to any extent, be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby.

Section 9. Entire Agreement.

This Agreement contains the entire understanding between the City and McHugh, and may be modified only in a writing executed in the same manner as this Agreement; and no agreements, representations, or statements of any party not contained herein shall be binding upon any party hereto. All prior negotiations and understandings between the City and McHugh shall be deemed merged into this Agreement.

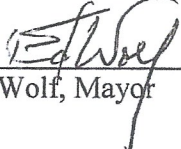
EFFECTIVE DATE of this Contract is October 1, 2020.

IN WITNESS WHEREOF, the parties have set their hands and seals this 10th day of August, 2020.

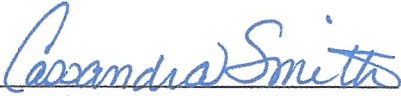


Jason F. McHugh

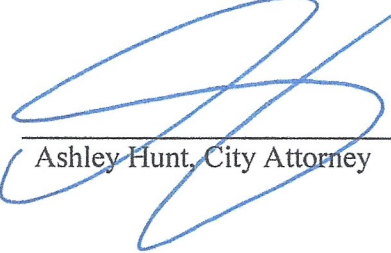
CITY OF WILDWOOD, FLORIDA



Ed Wolf, Mayor

ATTEST: 

Cassandra Smith, City Clerk



Ashley Hunt, City Attorney