RESOLUTION 2026-05

A RESOLUTION AMENDING THE CHAPTER II RULE OF THE WILDWOOD UTILITY DEPENDENT DISTRICT; PROVIDING FOR IRRIGATION WATER CHARGES AND OPERATING POLICIES AND PROCEDURES FOR THE SOUTHEAST WILDWOOD WATER CONSERVATION AUTHORITY (SEWWCA) AND FENNEY WATER CONSERVATION AUTHORITY (FWCA) IRRIGATION AND FIRE PROTECTION SYSTEMS.

WHEREAS, Wildwood Utility Dependent District (District) has advertised its intent to amend and restate the Chapter II Rule providing for irrigation water charges and operating policies and procedures for the Southeast Wildwood Water Conservation Authority (SEWWCA) and Fenney Water conservation Authority (FWCA) Irrigation and Fire Protection Systems, and has held the public hearing for such adoption in compliance with all applicable statutes and rules; and

WHEREAS, the Governing Board in a Public Hearing on May 5, 2026 has considered input of staff and the public and has determined it is in the best interests of all persons and entities to be served by the District to amend and restate the rule establishing Irrigation Water Charges and Operating Policies and Procedures for the Southeast Wildwood Water Conservation Authority (SEWWCA) and Fenney Water conservation Authority (FWCA) Irrigation and Fire Protection Systems; and

NOW, THEREFORE, BE IT RESOLVED by WILDWOOD UTILITY DEPENDENT DISTRICT, as follows:

1. The Chapter II Rule providing for irrigation water charges and operating policies and procedures for the Southeast Wildwood Water Conservation Authority and the Fenney Water Conservation Authority is hereby amended and restated.

2. The Rule, upon adoption, shall become effective June 1, 2026.

DONE AND RESOLVED at The Villages, Sumter County, Florida this 5h day of May 2026.

ATTEST

By: _____
Kenneth C. Blocker, Secretary

WILDWOOD UTILITY DEPENDENT DISTRICT

_____
Roger Kass, Chairman

RULES OF THE
WILDWOOD UTILITY DEPENDENT DISTRICT

CHAPTER II

ESTABLISHING IRRIGATION WATER CHARGES
AND OPERATING POLICIES AND PROCEDURES

FOR

THE SOUTHEAST WILDWOOD WATER CONSERVATION AUTHORITY AND FENNEY WATER CONSERVATION AUTHORITY IRRIGATION AND FIRE PROTECTION SYSTEMS

GENERAL PROVISIONS AND DEFINITIONS APPLICABLE TO THE WILDWOOD UTILITY DEPENDENT DISTRICT IRRIGATION AND FIRE PROTECTION SYSTEMS.

SECTION 1: Utility Operations shall be provided by the Wildwood Utility Dependent District (District) in accordance with the operating policy of the District which is attached hereto and made a part hereof and the following rates shall be applicable to the services provided for irrigation water treatment and distribution.

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SECTION 3: PURPOSE: The purpose of this Rule is to establish certain rates, fees, charges, and operating policies and procedures for the Southeast Wildwood Water Conservation Authority (SEWWCA) and Fenney Water Conservation Authority (FWCA) to provide irrigation and fire protection service to generate sufficient revenues from users benefiting from said irrigation and fire protection services to pay operating expenses, debt service requirements of the systems, and other improvements of the District; to provide an effective date.

SECTION 4: NECESSITY: To establish uniform and comprehensive rates, fees, charges and operating policies and procedures pertaining to irrigation and fire protection service within the SEWWCA/FWCA service areas.

SECTION 5: DEFINITIONS: The following terms and phrases, when used herein, shall have the meaning ascribed to them in this Section, except where the context clearly indicates a different meaning. Words used in the present terms shall include the future, and the singular number includes the plural, and the plural the singular.

5.1 CONNECTION CHARGES: Those charges of the District required to be paid by

a consumer as a condition precedent to the interconnection of District's utility system with a consumer's property. DISCONTINUANCE OF SERVICE/SHUTOFF: For purposes of these Rules, 'discontinuance of service,' 'termination of service,' and 'shutoff' describe the physical shutoff or interruption of water, wastewater, irrigation water, or other utility service.

5.2 CONSUMER: Any person, firm, association, corporation, governmental agency or similar organization which is a Solid Waste Operations Consumer, a Utility Consumer, or both.

5.3.1 UTILITY CONSUMER: Any person, firm, association, corporation, governmental aency or similar organization supplied with the availability of water, wastewater, irrigation and/or fire protection water service by District which term shall also include developer, bulk, and golf course users.

5.3 CONSUMER INSTALLATION: All pipes, fixtures, meters, appurtenances of any kind and nature used in connection with or forming a part of an installation for utilizing irrigation and fire protection services for any purpose, located on the consumer's side of "point of delivery", whether such installation is owned outright by a consumer or by contract, lease or otherwise.

5.4 DEVELOPER: Any person, corporation, or other legally recognized entity who engages in the business of making improvements to or upon real property located within or without the District service area as owner or legally constituted agent for the owner of such real property.

5.5 DISTRICT: The Wildwood Utility Dependent District as defined in section 5.20.

5.6 EASEMENTS: Rights of ingress, egress, dedications, rights of way, conveyances or other property interests necessary or incidental to the installation, extension, repair, maintenance, construction or re-construction of District's utility system or any components thereof, over or upon consumer's property.

5.7 ENGINEER: The appointed head of the Engineering Department of the District or the authorized representatives or consultant.

5.8 CHIEF FINANCIAL OFFICER (CFO): The appointed head of the Finance Department of the District, or the authorized representative.

5.9 MAIN: Shall refer to pipe, conduit or other facility installed to convey irrigation and/or fire protection service from individual laterals or to other mains.

5.10 OFF SITE FACILITIES: Those components of irrigation water distribution facilities located outside consumer's property connected with facilities of the District, in

accordance with the size required by the District.

5.11 ON SITE FACILITIES: Those components of irrigation water distribution facilities located upon consumer's "property".

5.12 POINT OF DELIVERY: The point where the District pipes are connected with the pipes of the consumer. Unless otherwise indicated, point of delivery for irrigation water shall be at the discharge side of the water meter.

5.13 PROPERTY: The land or improvements upon land of which the consumer is owner or over which consumer has control either by contract or possessory interest sufficient to authorize consumer to make application for service, or adjacent right of way which services the land or site being developed. District may require proof of such interest prior to the furnishing of service by copy of instrument of conveyance, warranty deed, contract or appropriate verified statement contained in the application for service.

5.14 RATE SCHEDULE: The schedule or schedules of rates, fees, andcharges for the particular classification of service.

5.15 SERVICE: Shall be construed to include, in addition to all irrigation and/or fire protection systems required by the consumer, the readiness and ability on the part of the District to furnish irrigation and/or fire protection services.

5.16 SERVICE OR LATERAL LINES: Those pipes of the District that connect to consumer's lines.

5.17 TERMS "SHALL" AND "MAY": As used herein, the word "may" is permissive, and the word "shall" is mandatory.

5.18 UTILITIES DIRECTOR: The District Manager of the District or authorized representative.

5.19 UTILITY SYSTEM: As used herein, refers to the District's water, irrigation, and fire protection water production, treatment, and distribution systems, and any component parts thereof.

5.20 WILDWOOD UTILITY DEPENDENT DISTRICT A governmental agency of the State of Florida created pursuant to Chapter 189, Florida Statutes.

5.21 THE SOUTHEAST WILDWOOD WATER CONSERVATION AUTHORITY AND FENNEY WATER CONSERVATION AUTHORITY: The service area within the City of Wildwood that provides irrigation and fire protection services through an Interlocal Agreement between the District and City of Wildwood government.

SECTION 6 GENERAL: In the absence of specific written agreement to the contrary entered into prior to the effective date of this Rule, these regulations apply without modification or change to

each and every consumer to whom the District renders service.

SECTION 7 APPLICATION FOR SERVICE: Service shall be furnished only upon signed application accepted by District and the conditions of such application are binding upon the consumer as well as upon the District. To obtain service, application shall be made at the District in the place or places designated by the Chief Financial Officer (CFO). Applications are accepted by the District with the understanding that there is no obligation on the part of the District to render service other than that which is then available from its existing water and irrigation and fire protection production and distribution equipment and service lines. The applicant shall furnish to the District at the time of making application the name of the applicant, the ownership or other interest in or to the property or location and the legal description or street address at which service is to be rendered. Application for service required by firms, partnerships, associations, corporations and others, shall be tendered only by duly authorized parties, and shall require the applicant to complete a Commercial Consumer Water, Wastewater, and Trash Application Permit form. When service is rendered under agreement or agreements entered into between the District and an agent of the principal, the use of such service by the principal shall constitute full and complete ratification by the principal of the agreement or agreements entered into between the District and an agent of the principal under which such service is rendered.

Commercial Consumer Deposits – Commercial consumers are required to make a deposit on account when making application for service. Current commercial account holders with 24 months of good account history as defined in this section shall not be bound by this deposit requirement unless such account becomes delinquent. In the event a current commercial account is deemed delinquent all rules per this section shall apply, and the deposit shall be made. The account deposit is intended as security for payment of any bill and is refundable to the consumer, less fees, as stated herein. Payment of a deposit does not prevent the District from discontinuing service for non-payment of a past due balance even though the deposit would cover the indebtedness. The commercial account deposit will be in accordance with the - SEWWCA/FWCA Schedule B of Miscellaneous Fees and Charges then in effect. In lieu of a cash deposit, the District will accept the following as a means of deposit; a Certificate of Deposit (CD) drawn on a local bank with the District named as an assigned holder or Installment Payments of not more than 3 monthly installments.

Residential Consumer Deposits – The District may, in its discretion, require a residential

consumer to pay a deposit as a condition precedent to the initiation or restoration of service under the following circumstances:

(a) New Service – Prior Delinquency. When a residential consumer applies for new service and the District's records reflect any prior delinquency on any account previously held by that consumer with the district, including any account that resulted in a bad debt write-off, the District may require payment of a deposit before service is initiated.

(b) Reconnection Following Discontinuance for Nonpayment. When service has been discontinued for nonpayment pursuant to Section 25 (Termination of Service) and the consumer seeks reconnection, the District may require payment of a deposit before service is restored.

The residential deposit shall be subject to the same refund, good account history, and reinstatement provisions applicable to commercial deposits as set forth in this section.

Terms Applicable to Commercial and Residential Deposits –
Payment of a deposit does not prevent the District from discontinuing service for nonpayment of a past-due balance even though the deposit amount would dover such indebtedness.

Monthly Installments – For any deposit that exceeds the sum of one thousand five hundred dollars ($1500.00) the consumer may choose to remit the deposit amount in three (3) monthly payments. The first installment shall be due at the time service is initiated and, the two (2) remaining installments shall be payable as part of the first two (2) monthly utility bills rendered to the consumer. Failure to remit timely any monthly installment shall be grounds for termination of the service for which the deposit is required.

Deposit Refund – The District will, at the end of twenty-four (24) months of good account history, credit the deposit to the Consumer's account. Good account history is defined as:

a. Not more than one past due notice in any 24 month period
b. No involuntary discontinuance of service in any 24 month period
c. No uncollectible items in any 24 month period

The District reserves the right to reinstate the account deposit requirement if the good account history as defined above is not maintained.

No Interest on deposits – No interest will be paid on account deposits. Interest earned on these deposits will be utilized by the District to offset ongoing expenses associated with meter reading, billing, customer service, and collection of fees.

Deposit as Security; No Offset – A deposit shall be held by the District as security for payment of all charges, fees, and costs associated with the customer's account. A deposit shall not be applied as payment toward a current bill and shall not relieve the customer of the obligation to pay bills when due.

Application of Deposit Upon Delinquency or Termination –
Upon disconnection of any Service for nonpayment, or upon termination of service for any reason, the District shall apply the customer's deposit to any outstanding balance on the account. The deposit shall be applied in the following order:

(a) First, to any reconnection fees, service restoration charges, or other miscellaneous fees then due and owing;
(b) Second, to any late payment charges or penalties then due and owing;
(c) Third, to the oldest unpaid District charges for any Service of the District then due and owing.

The deposit amount shall be replenished (as a condition of Good Standing, as defined hereinafter) prior to reconnection of any disconnected Service.

After final termination of the consumer's account, any remaining balance of the deposit and full application shall be refunded to the consumer within a reasonable time. If the deposit is insufficient to satisfy the full outstanding balance, the consumer shall remain liable for the deficiency, and the District may pursue all available remedies for collection.

Forfeiture; Abandoned Accounts –
If the District is unable to refund a deposit balance due to the customer's failure to provide a forwarding address or other contact information, the balance shall be subject to the Florida's unclaimed property reporting and remittance requirements.

SECTION 8 WITHHOLDING SERVICE:

a. The District may withhold service to a consumer who makes application for service at or upon a location for which prior service has not been paid in full to the date of such application. It shall be the responsibility of the applicant to make inquiry as to the delinquent status of the account and bring said account current as a condition precedent to continuation of service. The District shall maintain current records of outstanding accounts and shall make such information available to the public at its offices during normal business hours. Service may also be withheld for service installations which are not complete or are not in compliance with District requirements.
b. The District may withhold new service to a consumer who has left the District owing a debt or who moves from one unit to another with a delinquent balance until the delinquent amount and/or bad debt has been paid in full.
c. The spouse, cohabitant, or other legally responsible adult, as listed on the new utility account application, shall not be granted new services until restitution is made for a delinquent and/or bad debt on a previous account.

SECTION 9 LIMITATIONS OF USE: Utility service purchased from the District shall be used by the consumer only for the purpose specified in the application for service. Irrigation water provided by SEWWCA/FWCA is non-potable and shall only be used for irrigation or fire protection service. Potable use is prohibited. The consumer shall not sell or otherwise dispose of such utility service supplied by the District without authorization from the District to do so. All utility service furnished by the District to the consumer shall be through District meters and may not be re- metered by the consumer for the purpose of selling or otherwise disposing of such service without the written consent of the District. In no case shall a consumer, except with the written consent of the District, extend irrigation water lines across a street, alley, lane, court, property line, avenue, or other public thoroughfare or right of way in order to furnish utility service for adjacent property even though such adjacent property is owned by them.

SECTION 10 UNAUTHORIZED CONNECTION OR USE: No person, without written consent of the District, shall tap any pipe or main belonging to a District irrigation water system for the purpose of taking or using water from the system or from such pipe or main, for connecting to the irrigation water system, or for any other purpose. Connections to the District's irrigation water system for any purpose whatsoever are to be made only as authorized by the District. In case of any unauthorized interconnection, extension, re-metering, sale or disposition of utility service, consumer's utility service shall be subject to discontinuance until such unauthorized use or

disposition is discontinued and full payment is made for such device, calculated on proper classification and rate schedules plus penalties and reimbursement in full made to the District for any extra expenses incurred by District as the result of such unauthorized use, including administrative costs, testing, inspections, and court costs. In addition, unauthorized use may result in appropriate criminal prosecution by District.

SECTION 11 BILLING: Bills for service shall be rendered monthly or periodically at intervals not to exceed ninety (90) days at the direction of the Board of Directors, and shall be due when rendered. A bill shall be deemed rendered when mailed United States mail, postage prepaid, or when delivered to the consumer's address shown on the application for service. All bills are considered past due after twenty (20) days and are then subject to penalty and late charges and disconnection. A five percent (5%) penalty will be imposed on any balance due five (5) calendar days after the expressed due date of the bill. The additional five (5) days is to ensure that accounts are not inadvertently penalized because of any processing delays. No partial payment of any bill rendered will be accepted by District unless authorized by the District Manager or designee in writing indicating the reason thereto, such as a contested billing, consumption, or hardship. The District Manager will be the final arbiter of contested penalty charges.

SECTION 12 ADJUSTMENT OF BILLS, METER READINGS AND INSPECTIONS: When a consumer is determined by District to have been overcharged or undercharged as a result of incorrect meter reading, defective metering, incorrect application of rate schedule fees and charges, or mistake in billing, the amount so determined may be credited or billed to the consumer, as the case may be. The adjustment shall be accomplished over a period not to exceed ninety (90) days, unless otherwise directed by the Chief Financial Officer (CFO) and so noted on the account. District may read and inspect meters periodically to determine their condition and accuracy and as a basis for periodic billings. If a consumer requests an inspection or re-reading of a meter, the District may impose a service charge thereto in accordance with policies for service established by the utility department and approved by District administration.

SECTION 13 ACCESS TO PREMISES: As a condition to providing service, the consumer shall grant to District or its authorized agents or employees access to consumer's property during all reasonable hours and, in the event of an emergency, at any time, for the purposes of reading meters or maintaining, inspecting, repairing, installing or removing District's property in compliance with the provisions of this rule, and for any other purposes incident to performance under or termination

of any agreement with a consumer or such consumer's predecessor in interest or use of the facilities or services made accessible to the District by the consumer or to be relocated by the District.

SECTION 14 INSPECTIONS OF CONSUMER'S INSTALLATION: The District reserves the right to inspect and approve any consumer installation prior to providing service and from time to time thereafter to ensure compliance with applicable laws, rules of the District, and rules and regulations affecting such installation. No changes or increases in any consumer installation which will materially affect proper operation of District utility system shall be made by a consumer without express written consent of the District Engineer and approval of the District Utilities Director. Consumer shall be responsible for the cost of making changes or repairs resulting from any unauthorized alteration, and the District may require payment or reimbursement thereto as a condition to continued service.

SECTION 15 PROTECTION OF DISTRICT PROPERTY: In the event of any damage to District property located upon consumer's property which arise out of any act of consumer or agents, employees or independent contractors upon the premises, the cost of repairs or replacement shall be the responsibility of the consumer, and full payment or reimbursement to District therefore may be condition imposed by District for the continuation of service.

SECTION 16 CHANGE OF OCCUPANCY; TERMINATION OR TRANSFER OF SERVICE: It shall be the obligation of the consumer to notify the District of change of occupancy, or other circumstances for which termination or transfer of service is requested, and consumer shall be responsible for all service charges incurred to the date upon which written or personal notification is received by District, after which District shall have a reasonable time not to exceed seventy-two (72) hours in which to discontinue service. As a convenience to consumers, District will accept telephone notice to discontinue or transfer service, provided written notice is given to District within seventy-two (72) hours thereafter. In accordance with the SEWWCA/FWCA Schedule A of Irrigation Water Rates and Charges, the Base Rate will apply to all accounts where a meter is installed regardless of notification to the District for a change of occupancy, or other circumstances for which the consumer is currently not receiving services. This Base Rate is the responsibility of the account holder. If the account holder is a vacated tenant, then the property owner is responsible for the Base Rate. The District may allow the property owner to complete a Request for Removal of Meter form and pay the appropriate meter removal fee in accordance with the SEWWCA/FWCA Schedule B of Miscellaneous Fees and Charges. Before a meter is

reinstalled, all meter fees and connection fees being due must be paid.

SECTION 17 RESUMPTION OF SERVICE: After termination or discontinuance of service as provided herein, the District may require as a condition precedent to service resumption payment in full and/or adequate security, in the form of a security deposit, to cover all costs reasonably incurred by District as the result of such termination or discontinuance, including any reconnection fees, meter installation or removal and reinstallation costs, inspection costs, or other costs incident thereto in accordance with the applicable Schedule, of rates, fees and charges for such services then in effect.

Reconnection or restoration of any Service discontinued for non-payment – including but not limited to the measures described in Section 5 (Definitions) – shall require the consumer to be in 'Good Standing' as defined herein.

Good Standing Defined. For purposes of this Section, a consumer is in 'Good Standing' if, at the time of the request for reconnection or restoration of service, either:

(a) All charges, fees, and amounts appearing on the consumer's account, including all items billed on the consolidated ('one-bill') statement and any required deposit, regardless of the service category to which such charges and deposits relate – have been paid in full; or

(b) The consumer has entered into a written payment plan or other arrangement satisfactory to the District Manager or designee to pay in full all outstanding charges, fees, and amounts on the account. Any such arrangement shall be documented in writing and signed by the consumer. Failure to comply with the terms of any such payment arrangement shall be independent grounds for immediate discontinuance of service without further notice.

The District's acceptance of a partial payment covering a portion of the consolidated 'one-bill' balance shall not be construed as a waiver of the Good Standing requirement for reconnection once a shutoff has occurred, nor as an agreement to restore any other Service suspended pursuant to these Rules.

SECTION 18 CONTINUITY OF SERVICE: The District will at all times use reasonable diligence to provide continuous service, and having used reasonable diligence, shall not be liable to the consumer for failure or interruption of continuous service. The District shall not be liable

for any act or omission caused directly or indirectly by strikes, labor troubles, accident, litigations, breakdowns, shutdowns for repairs or adjustments, acts of sabotage, enemies of the United States, wars, governmental interference, acts of God or other causes beyond its control.

SECTION 19 MAINTENANCE AND STANDARDS: All pipes, conduits or other component parts of service installed in or upon the premises of a utility consumer shall conform to District standards of type, quality, quantity and regulations regarding installation. Consumer shall be responsible for maintaining all on site facilities in proper repair, and shall not alter or modify any interconnection of service without first notifying District and securing approval thereto in writing or by permission from an authorized representative of District's utility department. Unauthorized alteration or modification of any on site utility service interconnection may result in immediate termination of the affected service and repair or restoration by District or at its direction at the consumer's costs.

SECTION 20 METERS: Each consumer of the District receiving irrigation water must have a water meter which measures flow and which is the ultimate basis for irrigation water charges. All meters shall be furnished by, installed by and remain the property of the District and shall be accessible to and subject to its control. Meters are not transferable to another residence or commercial site. The consumer shall provide meter space, meter box, and all necessary connections and fittings to the District at a suitable and readily accessible location and when the District considers it advisable, within the premises to be served, adequate and proper space for the installation of meters and other similar devices. Water meters connected to the SEWWCA/FWCA system shall not be utilized for irrigation without prior written consent of the District. Irrigation water meters connected to the SEWWCA/FWCA system shall only service irrigation and fire protection uses. Irrigation water provided by the SEWWCA/FWCA system is non-potable and is not suitable for any potable purpose. The meter to be furnished by the District shall be sized to be compatible with the existing line and main sizes according to District standards and specifications at the consumer's expense. The consumer shall be required to provide a proper service connection and service line in accordance with the District standards and specifications. Meter sizes, other than those originally specified or intended, shall be as approved by the District Engineer and the District Utilities Director.

SECTION 21 ALL WATER THROUGH METER: That portion of the consumer's installation for irrigation water service shall be arranged so that all irrigation water service shall pass through the

meter. No person shall make or cause to be made any connection with any main, service pipe, or other pipes, appliances or appurtenance used for or in connection with the District's irrigation water system in such manner as to cause to be supplied water from such plant to any faucet, irrigation head or other outlet whatsoever without such water passing through a meter provided by the District and used for measuring and registering the quantity of water passing through the same, or make or cause to be made, without the consent of the District, any connection with any such plant or any main, service line or other instrument or appliance connected with such plant in such manner as to take or use and water without the consent of the District.

SECTION 22 METER TESTING: The District reserves the right to remove the meter and check, repair, or replace it at any time at no cost to the consumer. Should a consumer desire their meter to be checked at any time, they may have this work done by submitting a written request accompanied by a fee in accordance with the SEWWCA/FWCA Schedule B in effect at the time of such testing. Consumer shall be allowed one (1) water meter test per meter per fiscal year. Additional tests shall be charged to the consumer/owner according to the SEWWCA/FWCA Schedule B. Should the meter be tested and found to be performing outside of the manufacturer's accuracy specifications, the last three months service bill will be adjusted accordingly, the meter will be repaired or replaced, and the fee returned. In any other case, the amount of the fee shall be retained by the District to defray the cost of testing.

SECTION 23 DAMAGING, TAMPERING WITH, ALTERING, FACILITIES OF UTILITY PLANT OR SYSTEM: No person shall damage, or knowingly cause to be damaged, any meter or irrigation water pipe or fittings connected with or belonging to a District irrigation water system, or tamper or meddle with any meter or other appliance or any part of such system in such a manner as to cause loss or damage to the District; prevent any meter installed for registering water from registering the quantity which otherwise would pass through the same; alter the index or break the seal of any such meter; in any way hinder or interfere with the proper action of just registration of any such meter; fraudulently use, waste or suffer the loss of water passing through any such meter, pipe or fitting, or other appliance or appurtenance connection with or belonging to such system after such meter, pipe, fitting, appliance or appurtenance has been tampered with, injured or altered. Any person(s) found to tamper with, alter or cause damage to the utility system and/or meters shall be subject to a charge as described in the SEWWCA/FWCA Schedule B Miscellaneous Fees and Charges.

SECTION 24 PRIVATE FIRE SERVICE CONNECTION: A SEWWCA/FWCA fire service

connection is to be used for fire purposes only and is to have no connection whatsoever with any service lines that may be used for other than fire purposes, and because of the danger of pollution, shall have no connection with any other source of supply with the exception in case a tank or fire pump is installed as secondary supply. There shall be a backflow prevention assembly installed by the consumer at his expense in each District connection to prevent the water from these secondary supplies from flowing into the District mains. The consumer shall not draw any water whatsoever through this connection for any purpose except the extinguishing of fires, or for periodic tests of the fire system. Prior to performing the test the District shall be notified and given the option to observe the test. Any authorized representative of the District shall have free access to the building at any reasonable time for the purpose of inspecting any of the equipment.

The consumer shall set in this connection at the point of delivery, a weighted check valve or other District approved device fitted with a by-pass on which shall be set a meter, installed by District at consumer's expense, the purpose of which shall be to indicate whether or not water is being used through this connection and for the further purpose of showing any leakage, if same exists. All meters shall become the property of the District.

Violation by the consumer of any of the regulations in this section shall justify the District to disconnect said pipe or pipes, or stop the flow of water through same.
The right is reserved by the District to shut off the supply at any time in case of accident or to make alterations, extensions, connections, or repairs and if possible, the District agrees to give due and ample notice of such shut-off.

The District does not make any guarantee as to a certain pressure in the pipe or in the main supplying same, and shall not be, under any circumstances held liable for loss or damage to the consumer for a deficiency or failure in the supply of water, whether occasioned by shutting off of water in case of accident or alteration, extensions, connections or repairs, or for any cause whatsoever.

When fire line valves or connections are used in case of fire or for any other reason whatsoever, the consumer shall immediately notify the District and the District shall forthwith reseal the used valves or connections.

SECTION 25 TERMINATION OF SERVICE: All utility services shall be pursuant to proper

permit or application, which procedure affords the District the opportunity to provide for orderly expansion of facilities and regulation and control thereof in a manner calculated to ensure continuous service to all consumers. Inherent in this obligation is the governmental prerogative of the necessity to terminate consumption which is adverse to the continuous, orderly, financially secure and uninterrupted operation and maintenance of its utility service. Accordingly, the District reserves the right by unilateral act in its sole discretion to refuse service, or to terminate service temporarily, or to discontinue service in all instances when conditions exist which would constitute an emergency of public concern, or when the providing of any service would constitute a threat to the safety, health or welfare of consumers generally or any portion of the consumer population or when the financial security of the District is threatened due to non-payment for services rendered by the District.

When discontinuance or termination of service can be remedied by an act of the consumer, District shall provide notice of remedial or specific action to the consumer in order that service may be continued uninterrupted. Acts considered to be remedial by the consumer, and for which service may be temporarily terminated, discontinued or interrupted are the following:

(a) Failure to pay required deposits for service.

(b) Failure to pay, when due, (after proper notice and opportunities to correct deficiencies), amount due the District by the consumer for services rendered by the District to the consumer.

(c) Failure of consumer to meet provisions of agreements with the District.

(d) Failure to correct deficiencies in piping or other components upon consumer property after reasonable notice thereof.

(e) Use of service for any other property or purpose than described in the permit of this rule.

(f) When requested by consumer, in which case resumption of service shall be accomplished in accordance with District policy as herein provided.

The District reserves the right by unilateral act in its sole discretion to refuse service, terminate

service temporarily, or to discontinue or interrupt service without notice under the following circumstances: Causing, or allowing to exist, a hazardous condition with respect to the location, use of, or access to any utility service or component.

(a) Alteration or modification of any transmission or metering component or device used in providing any utility service to the consumer. Any such unauthorized use, if fraudulent, may result in criminal prosecution and may result in restitution of revenue lost to the District as a condition to restoration of service, including costs of repair or restoration of any meters or components to normal service condition, as shall be determined by District.

(b) Total or partial destruction of, or abandonment of, any structure, including any vacancy for a duration which, in District's opinion, may create a hazardous or unsafe condition or constitute a nuisance.

SECTION 26 AMENDMENT TO RATE SCHEDULE: Rate schedules are attached hereto as exhibits, being identified as: Schedule A, Wildwood Utility Dependent District, Southeast Wildwood Water Conservation Authority and Fenney Water Conservation Authority, Irrigation Water Rates and Charges; Schedule B, Wildwood Utility Dependent District, Southeast Wildwood Water Conservation Authority and Fenney Water Conservation Authority, Miscellaneous Fees and Charges.

These rate schedules and charges may be amended from time to time by rule of the Board of Directors upon public notice and at least one public hearing. Rules amending rate schedules shall be entitled: "A Rule of the District Amending Chapter II" relating to Irrigation Water User Rates, Fees and Charges; providing an effective date. When enacted, these Rule Amendments shall become exhibits to this Rule.

SECTION 27 GENERAL DECLARATION OF POLICY: The District owns, operates and maintains irrigation water treatment and distribution systems which serve residents within the service area of the District. New development may require the extension of mains to provide service, as well as expansion of facilities to accommodate new development. In some instances,

the District in anticipation of expansion of its system due to growth and development has already provided mains for services thereof. The cost of providing extensions, modifications, and expansions of facilities is to be borne by property owners, builders, or developers within the District's area to defray the costs of these extensions, modifications, and expansions. The allocable share of each is to be charged as described herein. It is the declared policy of the District by this Rule to establish a uniform method of determining charges for availability of services so that all such contributions shall be non-discriminatory among the various consumers served by the District's systems and shall be applied as nearly as possible with uniformity to all consumers and prospective consumers within the District's service areas. District specifically reserves its rights to fix and determine rates, fees, charges and contributions required for the provisions, consumption, operation, maintenance, extension, expansion of its irrigation services, and improvements to infrastructure within the District, as provided herein and as authorized by law. Each consumer is hereby notified that the District, in the exercise of its governmental responsibility to provide for the welfare of all consumers of its utility services, has the authority and responsibility to amend its schedules of rates, fees, charges, and contributions from time to time to ensure the perpetuation of service.

SECTION 28 EASEMENTS AND RIGHTS OF WAY: As a prerequisite to the construction of any irrigation water distribution system proposed to be connected to the facilities of District, developer shall agree to grant to District such easements or rights of way corresponding with the installation of the proposed facilities. Such grant or conveyance shall be in the form satisfactory to the District. Such conveyances, when located on the property of developer, shall be made without cost to the District. District reserves the right to require such easement or right of way to the point at which the meter is proposed to be installed or at the point of delivery of service, being the point at which the facilities of District joins with consumers. Such easements and right of way shall be conveyed and accepted upon completion, approval and acceptance of the work done by developer.

SECTION 29 INSPECTION: The District shall inspect the installation of all irrigation water distribution facilities installed by developer or developer's contractors, which facilities are

proposed to be transferred to District ownership, operation and control. Such inspections are intended to assure that irrigation water lines are installed in accordance with approved designs and are further consistent with the criteria and specifications governing the kind and quality of such installation. Representatives of the District may be present at tests of component parts of irrigation water distribution systems for the purpose of determining that the system, as constructed, conforms to District's criteria for exfiltration, infiltration, material type and size, pressure testing, line and grade. Such tests will be performed by developer or developer's contractor, but only under the direct supervision of the engineer of record or the authorized representative. The results of such testing shall be certified by the engineer of record. The District shall be notified at least 48 hours prior to any inspections or testing performed in accordance with these regulations.

SECTION 30 TRANSFER OF CONTRIBUTED PROPERTY - BILL OF SALE: Each developer who has constructed portions of the irrigation water distribution system prior to interconnection with District's existing facilities, shall convey such component parts of irrigation water distribution system to District by bill of sale in form satisfactory to the District, together with such evidence as may be required by District that the irrigation water distribution system proposed to be transferred to District is free of all liens and encumbrances.

Any facilities in the category of consumers lines, plumbers lines or consumers installation, located on the discharge side of the water meter or on the consumer's side of the point of delivery of service shall not be transferred to District and shall remain the property of developer, a subsequent owner-occupant or their successors and assigns. Such consumer lines, plumbers lines or consumers installation shall remain the maintenance responsibility of developer or subsequent consumers.

District shall not be required to accept title to any component part of the irrigation water distribution system as constructed by developer until the District Engineer or the authorized representative has approved the construction of said lines, accepted the tests to determine that such construction is in accordance with the criteria established by District and the Board of Directors has evidenced its acceptance of such lines for District's ownership, operation and maintenance.

Developer shall maintain accurate cost records establishing the construction costs of all utility facilities constructed by developer and proposed to be transferred to District. Such cost information shall be furnished to District concurrently with the bill of sale and such cost information shall be

a prerequisite for the acceptance by District of the portion of the irrigation water distribution system construction by developer.

District may refuse connection and deny the commencement of service to any consumer seeking to be connected to portions of the irrigation water distribution system installed by developer until such time as the provisions of this paragraph have been fully met by developer or developer's successors or assigns.

SECTION 31 IMPROVEMENTS AND EXTENSIONS TO IRRIGATION WATER DISTRIBUTION SYSTEM: The location, size or proposed density of developer's property may make such irrigation water service to the property dependent upon extension of irrigation water distribution system as defined herein. Developer may advance funds to the District pursuant to a developer's agreement in the form of which to be approved by the Board of Directors; or in the alternate the developer may contribute funds to the District which will be non-reimbursable so the District may design, construct, inspect and thereafter operate and maintain said improvements and extensions. If developer chooses the latter method the facilities will be designed in accordance with an engineering design agreement approved by the Board of Directors. Upon the completion of the design the District will solicit competitive bids and upon the payment of the bid amount plus 20% for engineering, legal and contingencies, District will award contract to the lowest responsible bidder and proceed to construct the improvements as identified in the plans and specifications.

Alternately, the Developer may construct the necessary irrigation water distribution system and transfer such property to the District, as provided in Section 30. All such transferred property shall be designed and constructed in accordance with the District standards and specifications or as approved by the District Engineer or the District's authorized representative.

SECTION 32 UTILITY INSPECTION FEES: The cost of engineering inspection of the required improvements shall be paid by the developer. Fees shall be paid directly by the Developer, or the Developer shall pay the District the amount of the fees based on the actual costs incurred by the District. Charges shall be due and payable at time the system is placed into service or as stipulated in Developer Agreement.

SECTION 33 REFUNDABLE ADVANCES: The District may require, in addition to the contribution provisions set forth herein, a refundable advance by developer to further temporarily defray the cost of any off-site extension of irrigation water lines necessary to connect the developer's property with the terminus of the District's irrigation water facilities adequate in size to provide service to the subject property. However, this Rule recognizes instances in which a developer may be required to advance the hydraulic share applicable to other undeveloped property in order that off-site facilities may be constructed to serve developer's property and at the same time be sized in accordance with the District's master plan. All amounts expended by developer, over and above developer's hydraulic share for off-site facilities shall be refunded to developer in accordance with the terms and conditions of a refunding agreement which the District will execute with developer. The refunding agreement shall provide for a plan of refund based upon the connection of other properties, to the extent of their hydraulic share, which properties will be served by the off-site facilities installed by developer. Notwithstanding the provisions of this section, the District will limit the life of such refund agreement to a term of not more than five (5) years or until such time as the utility is sold to another entity after which time any portion of the refund not made to developer by the terms and conditions of the refund agreement will have lapsed and thereafter, such refund agreement will be canceled. In no event shall developer recover an amount greater than the difference between the capitalized cost of such off-site improvements and developer's own hydraulic share of such improvements. The District shall not include any interest upon the refund of developer's advance.

SECTION 34 EFFECTIVE DATE: This amendment and restatement shall take effect on June 1, 2026 upon approval by the Board of Directors of The Wildwood Utility Dependent DistrictSpecific Authority: 189.423. F.S

City of Wildwood Ordinance

History:
Adopted May 11, 2023
Amended and Restated May 8, 2025
Amended and Restated May 5, 2026

SCHEDULE A

WILDWOOD UTILITY DEPENDENT DISTRICT
SOUTH SUMTER UTILITIES

WATER AND WASTEWATER RATES AND CHARGES AS OF JULY 1, 2025

A. RESIDENTIAL RATES:

Water (monthly)

1. Capacity charge (base rate)	
5/8 X 3/4" meter	$12.69
3/4 X 3/4" meter	$19.03
1" meter	$31.72
2. Use rate - per 1,000 gallons	
First 3,000 gallons	$6.45
3,001 and up	$8.05

Wastewater (monthly)

1. Capacity charge (base rate)	$21.97
2. Use rate - per 1,000 gallons to maximum of 10,000 gallons	$7.55

Contribution in Aid of Construction

1. Water (Main Extension)	$1,916.00
2. Wastewater (Main Extension)	$1,801.00
3. Wastewater (Plant Capacity)	$450.00

Construction Water Use

1. Water charge per home	$20.00

B. NON-RESIDENTIAL (COMMERCIAL) RATES:

Water (monthly)

1. Capacity charge by meter size (base rate)	
5/8 x 3/4"	$12.69
3/4 x 3/4"	$19.03
1"	$31.72
1-1/2"	$63.41
2"	$101.47
3"	$221.95
4"	$317.29
6"	$634.58
8"	$1,015.32
10"	$1,459.53
2. Use rate - per 1,000 gallons	$6.66

Private Fire Protection Service (Monthly)

1. Capacity charge by line size	
3"	$49.81
4"	$77.84
6"	$155.68
8"	$249.07
10"	$358.32
12"	$598.12

Wastewater (monthly)

1. Capacity charge by meter size (base rate)	
5/8 x 3/4"	$21.97
3/4 x 3/4"	$32.96
1"	$54.91
1-1/2"	$109.83
2"	$175.73
3"	$384.40
4"	$549.15
6"	$1,098.29
8"	$1,757.27
10"	$2,526.08

2.	Use rate per 1,000 gallons	$9.05

Contribution in Aid of Construction

1.	Water (Main Extension) - (Based on projected daily flow) per gallon	$22.28
2.	Wastewater (Main Extension) - (Based on projected daily flow) per gallon	$20.94
3.	Wastewater (Plant Capacity) - (Based on projected daily flow) per gallon	$5.23

C. INTER-UTILITY BULK RATE

1. **SSU to GPU or Outstide Bulk User not specified**
   Water - per 1,000 gallons $1.80

2. **SSU to Wildwood**
   Water - per 1,000 gallons $1.52
   Rate is 75% of of the Wildwood Tier 1 residential potable water rate for customers located inside city limit. This current rate effective 11/20/24 is $2.02 / 1,000 gallons

3. **SSU to Coleman**
   Water - per 1,000 gallons $4.00
   Rate is equal to Coleman Tier 1 residential potable water rate for customers located inside city limit. This current rate effective 1/23/25 is $4.00 / 1,000 gallons.

D. ENVIRONMENTAL PROTECTION RATE SURCHARGE (WATER ONLY)*

1.	Severe (Level 2)	+ 5% Water Use Rate
2.	Extreme (Level 3)	+ 10% Water Use Rate
3.	Critical (Level 4)	+ 20% Water Use Rate

*Implementation of the Environmental Protection Rate Surcharge is determined by declaration of a water shortage by the Southwest Florida Water Management District.

E. METER INSTALLATION FEE:

Meter Size	
5/8 x 3/4"	$119 plus actual meter cost if applicable
3/4 x 3/4"	$119 plus actual meter cost if applicable
1"	$119 plus actual meter cost if applicable
1-1/2"	$211 plus actual meter cost if applicable
2"	$211 plus actual meter cost if applicable
3"	$211 plus actual meter cost if applicable
4"	$302 plus actual meter cost if applicable
6"	$302 plus actual meter cost if applicable
8"	$302 plus actual meter cost if applicable
Temporary Meters (all sizes)	$119.00

F. RATES FOR WUDD WATER AND WASTEWATER ANNUAL ADJUSTMENT SCHEDULE:

Fiscal Year	Rate Adjustment
2024-2025	2.50%
2025-2026	2.50%
2026-2027	2.50%
2027-2028	2.50%
2028-2029	2.50%
2029-2030	2.50%
2030-2031	2.50%
2031-2032	2.50%
2032-2033	2.50%

SCHEDULE B

WILDWOOD UTILITY DEPENDENT DISTRICT
SOUTH SUMTER UTILITIES AND SOUTHEAST WILDWOOD WATER CONSERVATION AUTHORITY / FENNEY WATER CONSERVATION AUTHORITY

MISCELLANEOUS FEES AND CHARGES AS OF JUNE 1, 2026

A. RESIDENTIAL:

1. Water Meter Relocation Fee

Relocations of 10 feet or less	$545.00
Relocations greater than 10 feet	$119 plus direct costs incurred by the District subject to resident review/approval.

2. Water Meter Testing Fee-All Sizes

In House Test	$119.00
External Test	$119 plus direct costs incurred by District

Customers shall be allowed one (1) in house water meter test per fiscal year. Additional tests shall be charged to the customer/owner at the rates listed above. If the meter is determined to be performing outside of the manufacturer's accuracy specifications, the fee will be refunded.

3. Reconnect Charge after Discontinuance of Service

Regular Hours	$119.00
After Hours	$302.00

4. Seasonal Disconnect / Reconnect Fee

Regular Hours	$119.00
After Hours	$302.00

5. Meter Removal Fee- All Sizes $119.00

6. Damaging / Tampering / Altering Meter or Utility System $250 plus recovery of actual costs and revenue as determined by Utility Billing

B. NON-RESIDENTIAL (COMMERCIAL):

1. Water Meter Testing Fee

In House Test	$119.00
External Test	$119 plus direct costs incurred by District

Customers shall be allowed one (1) in house water meter test per fiscal year. Additional tests shall be charged to the customer/owner at the rates listed above. If the meter is determined to be performing outside of the manufacturer's accuracy specifications, the fee will be refunded.

2. Reconnect Charge after Discontinuance of Service

Regular Hours	$119.00
After Hours	$302.00

3. Meter Removal Fee

Sizes 5/8 x 3/4" to 1"	$119.00
Sizes greater than 1-1/2"	$302.00
Temporary Meters (all sizes)	$119.00

4. Deposit for Temporary Meter Account

5/8 x 3/4"	$208.50
3/4 x 3/4"	$524.49
1"	$611.03
1-1/2"	$2,206.26
2"	$2,395.34
3"	$4,561.78
4"	$5,527.50
6"	$9,216.86
8"	$15,482.89

Temporary meter deposits shall be returned within 45 days of receipt of the meter by District. Unreturned, non-functioning or damaged meters shall be replaced/repaired by District. Direct costs incurred by District for the replacement/repairs shall be deducted from the deposit with any balance billed to the account holder.

5. Deposit for Potable Water and Sewer Account

5/8 x 3/4"	$78.00
3/4 x 3/4"	$85.00
1"	$237.00
1-1/2"	$392.00
2"	$513.00
3"	$1,294.00
4"	$2,526.00
6"	$4,873.00
8"	$9,400.00

6. Deposit for Irrigation Account

5/8 x 3/4"	$38.00
3/4 x 3/4"	$105.00
1"	$160.00
1-1/2"	$382.00
2"	$577.00
3"	$1,001.00
4"	$2,956.00
6"	$6,107.00
8"	$12,616.00

7. Residential Deposit: When applicable, the deposit for a residential account shall equal $100 or 150% of the typical monthly bill for District Services, whichever is greater. For properties where services have been consumed and billed for at least 12 months, the "typical monthly bill" may be calculated using the average of the most recent 12 months' bills. For an account without a sufficient history of consumption and billing, the District may reasonably estimate the typical monthly bill based on available comparable data.

8. Business with Commercial Garbage Disposals

Monthly Surcharge	50% of monthly sewer bill

9. Backflow Prevention Assembly Testing / Repair / Installation

After proper time-frames and customer/owner notification as provided for in the Cross Connection Control Handbook, latest edition.

Administrative Fee (per assembly - test/repair/install)	$50.00
Assembly Testing and/or Repair Fee	Direct costs incurred by the District
Assembly Installation	Direct costs incurred by the District

10. Grease and Oil Collection Device Cleaning/Pumping/Maintenance/Repair/Installation

After proper time-frames and customer/owner notification as provided for in the Grease Management Program Handbook, latest edition.

Administrative Fee (per location - clean/pump/maintain/repair/install)	$50.00
Grease Interceptor Cleaning/Pumping/Maintenance and/or Repair Fee	Direct costs incurred by the District
Grease Interceptor Installation	Direct costs incurred by the District
Failure to Provide Completed District Approved Manifest of Pumping Activities (in addition to the above)	$100.00
Habitual Non-Compliant Fee - Each Occurrence (fee initiated after 2 times of non-compliance during the preceding 12 months, in addition to the above)	$250.00
Device Discharge Sampling & Analysis	$250.00

11. Meter Adaptor Fee — $119 plus material
Account holder to provide adaptor to be installed by District

12. Damaging / Tampering / Altering Meter or Utility System — $250 plus recovery of actual costs and revenue as determined by Utility Billing

C. SERVICE FEE FOR DISHONORED CHECK

District shall assess a service fee not to exceed the service fees described under F.S. 832.08(5) or 5 percent of the face amount of the check, draft, or order, whichever is greater, for the collection of a dishonored check, draft, or other order for the payment of money to District. The service fee shall be in addition to all other penalties imposed by law. Proceeds from this fee shall be retained by District.

D. OTHER CHARGES/PENALTIES

1. Late Charge/Penalty
   A five percent (5%) penalty will be imposed on any balance due five (5) calendar days after the expressed due date of the bill.

2. Lien Fee $40.00