



CITY COMMISSION - CITY OF WILDWOOD

Mayor/Commissioner – Ed Wolf – Seat 1

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

Joe Elliott – Seat 3

Marcos Flores – Seat 4

Julian Green – Seat 5

Jason McHugh – City Manager

Agenda

Regular Meeting

July 11, 2022 9:00 AM

City Hall Commission Chamber

100 N Main Street

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

F.S.S. 286.0105A - If a person decides to appeal any decision made by the Commission with respect to any matter considered at this meeting, they will need a record of the proceedings, and that for such purpose they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City of Wildwood DOES NOT provide this verbatim record.

1. Call to Order

2. Consent Agenda/Informational Items

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

A. *EXPENDITURE REPORT*

B. *SP 2112-002 WILDWOOD PROFESSIONAL PLAZA*

C. *PLAT 2204-004 VOSO UNIT 105 FINAL PLAT*

D. *BUDGETED FINANCIAL ITEMS*

1. *OWNER DIRECT PURCHASE WELL PUMP # 2 ASHLEY WTP IN THE AMOUNT OF \$85,000.00*
2. *MANHOLE REHAB - RCM UTILITIES IN THE AMOUNT OF \$58,995.00*

3. **Presentations and/or Proclamations**

A. *POLICE DEPARTMENT TEAM IMPACT AWARD PRESENTATIONS*

4. **Public Hearings - Timed**

- A. *THE VILLAGES OF SOUTHERN OAKS 163 AGREEMENT 9TH AMENDMENT - AREAS A, B & C*
- B. ***ORDINANCE NO. O2022-29 - AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROPOSING A LARGE SCALE FUTURE LAND USE MAP AMENDMENT TO THE ADOPTED COMPREHENSIVE PLAN AND FUTURE LAND USE MAP IN ACCORDANCE WITH THE COMMUNITY PLANNING ACT OF 2011, AS AMENDED; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.***

CP 2203-005 VOSO 9th Amendment - ADOPTION HEARING

Parcels G16-009, G16-010, G16-063, G16-066, G16D007, portion of G23-008A, K10-009, K13-003, K13-004, K13-005, K13-007, K13-011, K13-013, K13-017, K13-018, K13-031, K13-040, K20-007, K20-008, K20-009, K20-010, K29-003 & K29-027 as well as CR 470 ROW - ADOPTION HEARING

The applicant seeks approval from the City Commission for adoption of a Large Scale Comprehensive Plan Amendment to amend the Future Land Use Map designation from LDR, LMDR, COM, AG-5 (City) and AG (Sumter County) to Age Restricted Development (ARD) on 643.7 acres and Policy 1.1.23 text amendment. **Special Magistrate recommends approval.**

- C. ***ORDINANCE NO. O2022-32 - AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA; PROPOSING A ZONING MAP AMENDMENT TO THE OFFICIAL ZONING MAP IN ACCORDANCE WITH SECTIONS 3.2 AND 3.3 OF THE LAND DEVELOPMENT REGULATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.***

RZ 2203-005 VOSO 9th Amendment

Parcels G16-009, G16-010, G16-063, G16-066, G16D007, portion of G23-008A, K10-009, K13-003, K13-004, K13-005, K13-007, K13-011, K13-013, K13-017, K13-018, K13-031, K13-040, K20-007, K20-008, K20-009, K20-010, K29-003 & K29-027 as well as CR 470 ROW

The applicant seeks approval from the City Commission for a Zoning Map Amendment to change the zoning designation from R-1, R-2, C-3, AG-5 (City)

and A10C, RR5C, RR5 (County) to ARD (City) for the parcels listed. This rezoning request is in relation to a concurrent Large Scale Comprehensive Plan amendment - CP 2203-005. **Special Magistrate recommends approval.**

5. **Public Forum - 4 minute time limit**

6. **Ordinances First Reading Only (No Vote)**

- A. ***ORDINANCE NO. O2022-57 - AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, ESTABLISHING AND NAMING TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH CHAPTER 190 OF THE FLORIDA STATUTES; DESCRIBING THE EXTERNAL BOUNDARIES OF THE DISTRICT; GRANTING SPECIAL POWERS; NAMING THE INITIAL MEMBERS OF THE DISTRICT'S BOARD OF SUPERVISORS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.***

CDD 2108-002 Twisted Oaks Pointe

The applicant is seeking approval from the City Commission to establish a Community Development District (CDD) for Twisted Oaks Pointe, to be referred to as Twisted Oaks Pointe Community Development District.

Staff recommends approval.

- B. ***ORDINANCE NO. O2022-50 - AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROPOSING A SMALL SCALE FUTURE LAND USE MAP AMENDMENT TO THE ADOPTED COMPREHENSIVE PLAN AND FUTURE LAND USE MAP IN ACCORDANCE WITH THE COMMUNITY PLANNING ACT OF 2011, AS AMENDED; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.***

CP 2204-003 Bigham Plaza

Parcel G33-078

The applicant seeks approval from the City Commission for a Small Scale Comprehensive Plan Amendment to change the Future Land Use designation from Agriculture (Sumter County) to Neighborhood Commercial (City) for the parcel listed above on 0.92 acres MOL. This request is accompanied by rezoning request RZ 2204-002. The requested FLU designation, South Wildwood Neighborhood Mixed Use, has now become the Neighborhood Commercial Future Land Use designation in the newly adopted 2050 Comprehensive Plan.

Special Magistrate recommends approval.

- C. ***ORDINANCE NO. O2022-51 - AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA; PROPOSING A ZONING MAP AMENDMENT TO***

THE OFFICIAL ZONING MAP IN ACCORDANCE WITH SECTIONS 3.2 AND 3.3 OF THE LAND DEVELOPMENT REGULATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

RZ 2204-002 Bigham Plaza

Parcel G33-078

The applicant seeks approval from the City Commission for a Zoning Map Amendment to change the zoning district from RR1 (Sumter County) to NMU-4 (City) for the parcel listed above on 0.92 acres MOL. This request is accompanied by a concurrent Small Scale Comprehensive Plan amendment CP 2204-003.

Special Magistrate recommends approval.

- D. ***ORDINANCE NO. O2022-46 - AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROPOSING A SMALL SCALE FUTURE LAND USE MAP AMENDMENT TO THE ADOPTED COMPREHENSIVE PLAN AND FUTURE LAND USE MAP IN ACCORDANCE WITH THE COMMUNITY PLANNING ACT OF 2011, AS AMENDED; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.***

CP 2205-001 TSG Development - Clay Drain Rd.

Parcels G17-014 & G18-001

The applicant seeks approval from the City Commission for a Small Scale Comprehensive Plan Amendment to change the Future Land Use Map designation from Urban Residential (Sumter County) and MHP (City) to Industrial (City) for the parcels listed above on 30 acres MOL.

Special Magistrate recommends approval.

- E. ***ORDINANCE NO. O2022-48 - AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA; PROPOSING A ZONING MAP AMENDMENT TO THE OFFICIAL ZONING MAP IN ACCORDANCE WITH SECTIONS 3.2 AND 3.3 OF THE LAND DEVELOPMENT REGULATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.***

RZ 2205-001 TSG Development - Clay Drain Rd.

Parcels G17-014 & G18-001

The applicant seeks approval from the City Commission for a Zoning Map Amendment to change the zoning district from A10C (Sumter County) and MHP (City) to M-1 (City) for the parcels listed above on 30 acres MOL.

Special Magistrate recommends approval.

- F. ***ORDINANCE NO. O2022-45 - AN ORDINANCE OF THE CITY OF***

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

CP 2205-003 Encounter Expansion

Parcels D32A003, D32-158 & D32-057

The applicant seeks approval from the City Commission for a Small Scale Comprehensive Plan Amendment to change the Future Land Use designation from Rural Residential (Sumter County) to Public Facilities (City) for the parcels listed above on 7.2 acres MOL.

Special Magistrate recommends approval.

- G. ***ORDINANCE NO. O2022-47 - AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA; PROPOSING A ZONING MAP AMENDMENT TO THE OFFICIAL ZONING MAP IN ACCORDANCE WITH SECTIONS 3.2 AND 3.3 OF THE LAND DEVELOPMENT REGULATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.***

RZ 2205-003 Encounter Expansion

Parcels D32A003, D32-158 & D32-057

The applicant seeks approval from the City Commission for a Zoning Map Amendment to change the zoning district from R4C (Sumter County) to Institutional (City) for the parcel listed above on 7.2 acres MOL.

Special Magistrate recommends approval.

- H. ***ORDINANCE NO. O2022-52 - AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROPOSING A SMALL SCALE FUTURE LAND USE MAP AMENDMENT TO THE ADOPTED COMPREHENSIVE PLAN AND FUTURE LAND USE MAP IN ACCORDANCE WITH THE COMMUNITY PLANNING ACT OF 2011, AS AMENDED; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.***

CP 2206-001 Thomas - Wildwood

Parcel G33-154

The applicant is seeking a favorable recommendation from the City Commission to change the zoning district from RR1 and A10C (Sumter County) to C-2 (City) for the parcel listed above on 4.86 acres MOL. This request is accompanied by a concurrent Small Scale Comprehensive Plan amendment CP 2206-001 (O2022-52).

Special Magistrate recommends approval.

- I. **ORDINANCE NO. O2022-53** - AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA; PROPOSING A ZONING MAP AMENDMENT TO THE OFFICIAL ZONING MAP IN ACCORDANCE WITH SECTIONS 3.2 AND 3.3 OF THE LAND DEVELOPMENT REGULATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

RZ 2206-001 Thomas - Wildwood

Parcel G33-154

The applicant is seeking approval from the City Commission for a Zoning Map Amendment to change the zoning district from RR1 and A10C (Sumter County) to C-2 (City) for the parcel listed above on 4.86 acres MOL. This request is accompanied by a concurrent Small Scale Comprehensive Plan amendment CP 2206-001 (O2022-52).

Special Magistrate recommends approval.

- J. **ORDINANCE NO. O2022-44** - AN ORDINANCE OF THE CITY OF WILDWOOD GRANTING A REQUEST FOR A PLANNED DEVELOPMENT PURSUANT TO SECTION 8.6 OF THE LAND DEVELOPMENT REGULATIONS. FOR CERTAIN PROPERTY WITHIN THE CITY OF WILDWOOD, FLORIDA; OWNED BY KL TWISTED OAKS, LLC; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

PD 2106-002 Twisted Oaks PD Amendment (formerly O'Dell PD)

Parcels D31-006, D31-007, D31-008, D31-029, D31-030 & D31-039 with portions of D31-036 & D31-016

The applicant seeks approval from the City Commission for a Planned Development Amendment on property zoned NMU-7 consisting of 1,260 residential units along with commercial, light industrial, and recreational spaces, on 387.29 acres MOL.

Special Magistrate recommends approval.

- K. **ORDINANCE NO. O2022-49** - AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA; AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CITY OF WILDWOOD, FLORIDA; PROVIDING FOR CODIFICATION IN THE LAND DEVELOPMENT REGULATIONS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

LDR Staff Revisions

Special Magistrate recommends approval.

- L. **ORDINANCE NO. O2022-59** - AN ORDINANCE OF THE CITY OF

WILDWOOD FLORIDA, ADOPTING ILLICIT DISCHARGE AND CONNECTION STORMWATER ORDINANCE; PROVIDING FOR PURPOSE AND INTENT; PROVIDING FOR DEFINITIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Stormwater Illicit Discharge and Connection Ordinance

Staff recommends approval.

- M. ***ORDINANCE NO. O2022-55 - AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA AMENDING AND RESTATING ORDINANCE NO 2017-18; RELATING TO THE TRI-COUNTY SOLID WASTE FRANCHISE AGREEMENT; AMENDING EXHIBIT "B" AND EXHIBIT "C"; ESTABLISHING NEW RATES AND FEES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.***

Tri-County Sanitation Franchise Agreement Amendment

Staff recommends approval.

7. Resolutions for Approval

8. Financial & Contracts & Agreements

- A. *WILDWOOD COUNTRY RESORT LIFT STATION # 8 RELOCATION PAY APP #1 IN THE AMOUNT OF \$21,825.00*
- B. *REQUEST FOR PROPOSALS (RFP) APPROVAL FOR CUSTODIAL SERVICES*
- C. *REQUEST FOR PROPOSALS (RFP) APPROVAL FOR PRESSURE WASHING SERVICES*
- D. *MILLENNIUM PARK PHASE II ENGINEERING AND ARCHITECTURAL SERVICES AGREEMENT IN THE AMOUNT OF \$398,750*

9. General Items for Consideration/Discussion and Other Business

10. Appointments

11. City Manager Reports

- A. *REQUEST SPECIAL CALLED MEETING FOR JULY 18, 2022 AT 9AM*

12. Other Department Reports

- A. *HR QUARTERLY REPORT APRIL THROUGH JUNE 2022*

13. Commission Members Reports

14. City Attorney Reports

15. Adjournment

Upcoming Events

July 25, 2022 - City Commission Meeting at 7pm

August 6, 2022 - Amnesty Day at Sumter County Fairgrounds 8am to 2pm

August 8, 2022 - City Commission Meeting at 9am

July 11, 2022 9:00 AM

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING JULY 11 2022

7/6/2022
12:50 PM

Revenue Account Range: First to Last

Include Non-Anticipated: No

Year To Date As Of: 07/31/22

Expend Account Range: First to Last

Include Non-Budget: No

Current Period: 07/01/22 to 07/31/22

Print Zero YTD Activity: No

Prior Year: 07/01/21 to 07/31/21

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	% Real
001-311-1000	AD VALOREM TAXES	\$7,251,790.86	\$9,303,110.00	\$0.00	\$9,431,396.35	101%
001-312-1000	9TH CENT FUEL TAX/SUMTER COUNTY	\$91,008.68	\$92,000.00	\$0.00	\$0.00	0%
001-312-4100	LOCAL OPTION GAS TAX	\$420,337.90	\$400,070.00	\$0.00	\$384,513.90	96%
001-312-6000	DISCRETIONARY/LOCAL GOVT. INFRA	\$1,918,021.21	\$2,176,080.00	\$0.00	\$2,046,886.09	94%
001-313-1000	FRANCHISE TAX-/PROGRESS ENERGY SVCS	\$711,121.62	\$660,000.00	\$0.00	\$564,578.91	86%
001-313-1010	FRANCHISE TAX- SECO	\$888,028.09	\$830,000.00	\$0.00	\$618,635.64	75%
001-313-4160	FRANCHISE TAX- TECO/PEOPLES GAS	\$198,870.77	\$200,000.00	\$0.00	\$147,232.66	74%
001-313-4170	FENNEY WATER CONS AUTHORITY-UTILITY TAX	\$48,111.23	\$45,000.00	\$0.00	\$30,621.23	68%
001-313-4180	LEESBURG GAS FRANCHISE FEE	\$4,301.95	\$5,000.00	\$0.00	\$28,888.78	578%
001-313-4190	SOUTH SUMTER UTILITY COMPANY FRANCHISE	\$234,142.76	\$200,000.00	\$0.00	\$78,834.24	39%
001-313-5000	FRANCHISE TAX- WASTE MGMNT-REFUSE SVC	\$167,799.59	\$145,000.00	\$0.00	\$126,309.16	87%
001-313-5001	TRI-COUNTY SANITATION FRANCHISE FEE	\$152,597.66	\$135,000.00	\$0.00	\$150,317.81	111%
001-313-5003	FRANCHISE FEE - SEWWC	\$150,878.88	\$100,000.00	\$0.00	\$132,248.82	132%
001-314-1000	UTILITY TAX-PROGRESS ENERGY SVCS.	\$677,540.13	\$640,000.00	\$0.00	\$465,623.50	73%
001-314-1010	UTILITY TAX-SUMTER ELECTRIC	\$900,563.55	\$870,000.00	\$0.00	\$590,690.12	68%
001-314-3000	UTILITY TAX-WATER SALES	\$98,319.78	\$80,000.00	\$0.00	\$74,289.32	93%
001-314-3002	THE VILLAGES-5% WATER UTILITY TAX	\$245,035.27	\$240,000.00	\$0.00	\$166,400.88	69%
001-314-3003	CENTRAL SUMTER UTILITY CO. LLC	\$119,798.82	\$110,000.00	\$0.00	\$82,172.06	75%
001-314-4000	UTILITY TAX-SUBURBAN PROPANE	\$11,768.36	\$10,000.00	\$0.00	\$10,650.80	107%
001-314-4030	FERRELLGAS LP	\$1,116.96	\$500.00	\$0.00	\$1,110.05	222%
001-314-4040	CIRCLE K STORES	\$248.41	\$500.00	\$0.00	\$160.44	32%
001-314-4080	LEESBURG ELECTRIC UTILITY TAX	\$16,755.60	\$100.00	\$0.00	\$18,593.51	18,594%
001-314-4081	LEESBURG GAS UTILITY TAX	\$7,066.42	\$5,500.00	\$0.00	\$42,028.71	764%
001-314-4100	INTERCONN RESOURCES LLC	\$21,662.59	\$18,000.00	\$0.00	\$20,184.29	112%
001-314-4120	INFINITE ENERGY	\$77.21	\$100.00	\$0.00	\$0.00	0%

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING JULY 11 2022

7/6/2022
12:50 PM

<i>Revenue Account</i>	<i>Description</i>	<i>Prior Yr Rev</i>	<i>Anticipated</i>	<i>Curr Rev</i>	<i>YTD Rev</i>	<i>% Real</i>
001-314-4150	CVS	\$308.80	\$500.00	\$0.00	\$288.77	58%
001-314-4151	AMERIGAS PROPANE	\$7,386.01	\$6,500.00	\$0.00	\$6,753.41	104%
001-314-4152	LOWE'S PROPANE TAX	\$1,549.17	\$1,000.00	\$0.00	\$1,716.73	172%
001-314-4160	TECO-PEOPLES GAS	\$202,743.10	\$200,000.00	\$0.00	\$167,599.34	84%
001-314-4162	GAS SOUTH UTILITY TAX	\$364.80	\$100.00	\$0.00	\$276.96	277%
001-314-9010	STATE COMMUNICATIONS TAX	\$333,625.17	\$380,000.00	\$0.00	\$371,108.68	98%
001-331-5000	FEMA GRANT	\$8,214.76	\$0.00	\$0.00	\$0.00	0%
001-334-1000	STATE GRANT	\$0.00	\$0.00	\$0.00	\$0.00	0%
001-335-1200	STATE REVENUE SHARING	\$374,020.55	\$463,550.00	\$0.00	\$327,866.81	71%
001-335-1400	MOBILE HOME LICENSES	\$14,062.46	\$10,000.00	\$0.00	\$12,607.65	126%
001-335-1600	STATE BEVERAGE LICENSES	\$7,731.41	\$8,500.00	\$0.00	\$7,462.21	88%
001-335-1800	1/2 CENT SALES TAX	\$980,006.53	\$1,078,400.00	\$0.00	\$970,495.00	90%
001-339-1000	SOUTH SUMTER UTILITY PILOT FEES	\$69,905.70	\$60,000.00	\$0.00	\$5,582.80	9%
001-341-2006	COMMUNITY DEVELOPMENT SERVICES	\$585,795.57	\$500,000.00	\$0.00	\$653,829.38	131%
001-347-5300	BUILDING RENTAL-WILDWOOD COMMUNITY CE	\$44,354.42	\$50,000.00	\$0.00	\$54,178.23	108%
001-347-5304	COMMUNITY CENTER STAFF FEES	\$4,320.15	\$4,500.00	\$0.00	-\$150.00	-3%
001-347-5305	BUILDING RENTAL-OXFORD COMMUNITY CENT	\$0.00	\$0.00	\$0.00	\$5,698.65	0%
001-347-5306	BUILDING RENTAL-MLK JR COMMUNITY CENTE	\$917.69	\$1,500.00	\$0.00	\$1,271.83	85%
001-347-5307	OUTDOOR BUILDING RENTALS	\$18.44	\$0.00	\$0.00	\$18.44	0%
001-347-5308	OPEN SPACE RENTALS	\$1,069.80	\$1,500.00	\$0.00	\$354.97	24%
001-350-1000	FINES	\$22,217.58	\$20,000.00	\$0.00	\$19,375.13	97%
001-351-1002	CODE ENFORCEMENT	\$12,937.94	\$3,000.00	\$0.00	\$977.10	33%
001-351-3000	POLICE-2ND DOLLAR FUND	\$2,229.14	\$1,500.00	\$0.00	\$2,169.66	145%
001-361-0000	INTEREST EARNINGS	\$2,816.49	\$5,000.00	\$0.00	\$15,905.69	318%
001-369-0000	OTHER MISCELLANEOUS REVENUE	\$21,262.55	\$10,000.00	\$0.00	\$5,906.74	59%
001-369-0010	STATE HIGHWAY LIGHTING AGREEMENT	\$16,745.58	\$17,250.00	\$0.00	\$17,247.78	100%
001-369-0012	FDOT HIGHWAY MAINTENANCE AGREEMENT	\$13,441.00	\$13,440.00	\$0.00	\$3,360.25	25%
001-369-0050	AUCTION PROCEEDS	\$21,089.88	\$10,000.00	\$0.00	\$9,972.00	100%

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING JULY 11 2022

7/6/2022
12:50 PM

<i>Revenue Account</i>	<i>Description</i>	<i>Prior Yr Rev</i>	<i>Anticipated</i>	<i>Curr Rev</i>	<i>YTD Rev</i>	<i>% Real</i>
001-369-0052	SPONSORSHIPS	\$300.00	\$1,000.00	\$0.00	\$1,265.00	126%
001-369-0058	DONATIONS	\$0.00	\$0.00	\$0.00	\$17,515.70	0%
001-369-0075	MULTI-PURPOSE FIELD RENTAL	\$0.00	\$100.00	\$0.00	\$0.00	0%
001-369-0076	BASEBALL FIELD RENTAL	\$843.76	\$1,000.00	\$0.00	\$1,627.72	163%
001-369-0078	FIELD PREPARATION FEES	\$20.00	\$100.00	\$0.00	\$345.00	345%
001-369-0792	PROGRAM REGISTRATION FEES	\$22,863.35	\$15,000.00	\$0.00	\$28,570.57	190%
001-369-0794	CONCESSION / VENDOR FEES	\$0.00	\$100.00	\$0.00	\$100.00	100%
001-369-0796	SPECIAL EVENT REGISTRATION FEES	\$3,050.00	\$1,500.00	\$0.00	\$1,380.00	92%
001-369-2100	POLICE DEPT MISCELLANEOUS REVENUE	\$2,802.14	\$1,500.00	\$0.00	\$3,979.92	265%
001-369-3700	MISCELLANEOUS POLICE DONATIONS	\$2.00	\$100.00	\$0.00	\$0.00	0%
001-369-3748	MISC. GRANTS/VESTS	\$2,734.48	\$0.00	\$0.00	\$0.00	0%
001-369-4000	FUEL TAX REFUND	\$14,462.22	\$6,500.00	\$0.00	\$3,869.15	60%
001-380-1000	OTHR FINANCING SOURCE-INSURANCE PROC	\$0.00	\$0.00	\$0.00	\$67,736.50	0%
001-380-1001	OTHER FINANCING SOURCE-COUNTY REIMBU	\$0.00	\$0.00	\$0.00	\$90,804.00	0%
001-382-1010	TRANSFER FROM INDUSTRIAL PARK	\$10,000.00	\$10,000.00	\$0.00	\$10,000.00	100%
001-382-1013	TRANSFER FROM LAW ENFORCEMENT IMP FE	\$532,080.00	\$412,800.00	\$0.00	\$412,800.00	100%
GENERAL FUND Revenue Total		\$17,675,256.94	\$19,561,900.00	\$0.00	\$18,514,235.04	95%

<i>Expend Account</i>	<i>Description</i>	<i>Prior Yr Expd</i>	<i>Budgeted</i>	<i>Curr Expd</i>	<i>YTD Expd</i>	<i>Balance</i>	<i>% Expd</i>
001-511-00-0000	LEGISLATIVE- CITY COMMISSION:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
001-511-10-1200	SALARIES	\$42,528.84	\$42,660.00	\$3,544.07	\$35,440.70	\$7,219.30	83%
001-511-10-2100	FICA EXPENSE	\$3,253.32	\$3,270.00	\$271.11	\$2,711.10	\$558.90	83%
001-511-10-2200	RETIREMENT	\$21,153.96	\$21,940.00	\$2,020.11	\$18,421.53	\$3,518.47	84%
001-511-10-2300	LIFE & HEALTH INSURANCE	\$375.00	\$350.00	\$23.75	\$237.50	\$112.50	68%
001-511-10-2600	WORKERS COMPENSATION INSURANCE	\$123.90	\$150.00	\$0.00	\$133.96	\$16.04	89%
001-511-30-3100	PROFESSIONAL SERVICES	\$2,000.00	\$6,000.00	\$0.00	\$400.00	\$5,600.00	7%
001-511-30-4000	TRAVEL & PER DIEM	\$2,993.84	\$7,000.00	\$0.00	\$1,402.52	\$5,597.48	20%
001-511-30-4100	TELEPHONE EXPENSE	\$1,104.86	\$1,600.00	\$0.00	\$832.96	\$767.04	52%

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<u>Expend Account</u>	<u>Description</u>	<u>Prior Yr Expd</u>	<u>Budgeted</u>	<u>Curr Expd</u>	<u>YTD Expd</u>	<u>Balance</u>	<u>% Expd</u>
001-511-30-4110	IT LICENSING / EQUIPMENT	\$3,859.04	\$5,200.00	\$0.00	\$4,100.21	\$1,099.79	79%
001-511-30-4600	REPAIR & MAINTENANCE	\$849.99	\$500.00	\$0.00	\$0.00	\$500.00	0%
001-511-30-4900	MISC. EXPENSE & OTHER CURRENT	\$41.28	\$2,500.00	\$0.00	\$33.74	\$2,466.26	1%
001-511-30-5100	OFFICE SUPPLIES	\$0.00	\$150.00	\$0.00	\$39.00	\$111.00	26%
001-511-30-5200	OPERATING SUPPLIES	\$67.00	\$400.00	\$0.00	\$55.67	\$344.33	14%
001-511-30-5400	SUBSCRIPTIONS/DUES	\$1,796.25	\$2,500.00	\$0.00	\$2,650.00	-\$150.00	106%
001-511-30-5500	TRAINING	\$2,590.00	\$2,500.00	\$0.00	\$1,650.00	\$850.00	66%
001-511-60-6200	CAP. IMPROVEMENT-BUILDINGS	\$6,329.88	\$0.00	\$0.00	\$0.00	\$0.00	0%
001-511-60-6300	CAPITAL IMPROVEMENT-OTHER	\$0.00	\$8,000.00	\$0.00	\$5,698.00	\$2,302.00	71%
	511 Total	\$89,067.16	\$104,720.00	\$5,859.04	\$73,806.89	\$30,913.11	70%
001-512-00-0000	EXECUTIVE- CITY MANAGER:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
001-512-10-1200	SALARIES	\$169,832.64	\$297,830.00	\$10,005.43	\$202,444.68	\$95,385.32	68%
001-512-10-1500	SICK LEAVE	\$519.60	\$0.00	\$1,700.95	\$5,559.19	-\$5,559.19	0%
001-512-10-1600	VACATION PAY	\$252.89	\$0.00	\$216.35	\$9,979.98	-\$9,979.98	0%
001-512-10-1800	HOLIDAY PAY	\$6,012.28	\$0.00	\$0.00	\$9,455.78	-\$9,455.78	0%
001-512-10-2100	FICA EXPENSE	\$13,471.37	\$23,140.00	\$906.35	\$17,344.44	\$5,795.56	75%
001-512-10-2200	RETIREMENT	\$42,135.16	\$79,530.00	\$3,431.37	\$60,537.99	\$18,992.01	76%
001-512-10-2210	BENEFIT ADMIN FEES	\$0.00	\$0.00	\$0.00	\$40.50	-\$40.50	0%
001-512-10-2300	LIFE & HEALTH INSURANCE	\$14,289.84	\$22,860.00	\$919.00	\$18,489.25	\$4,370.75	81%
001-512-10-2600	WORKERS COMPENSATION INSURANCE	\$412.90	\$500.00	\$0.00	\$446.58	\$53.42	89%
001-512-30-3100	PROFESSIONAL SERVICES	\$130,439.12	\$110,000.00	\$0.00	\$16,635.52	\$93,364.48	15%
001-512-30-3400	OTHER CONTRACTUAL SERVICES	\$14.41	\$0.00	\$0.00	\$0.00	\$0.00	0%
001-512-30-4000	TRAVEL & PER DIEM	\$6,818.19	\$8,750.00	\$0.00	\$5,605.64	\$3,144.36	64%
001-512-30-4100	TELEPHONE EXPENSE	\$3,040.91	\$3,000.00	\$0.00	\$3,249.23	-\$249.23	108%
001-512-30-4110	IT LICENSING / EQUIPMENT	\$1,826.83	\$4,250.00	\$0.00	\$1,409.58	\$2,840.42	33%
001-512-30-4200	POSTAGE/TRANSPORTATION FEES	\$24.37	\$200.00	\$0.00	\$6.76	\$193.24	3%
001-512-30-4400	RENTAL & LEASING	\$0.00	\$100.00	\$0.00	\$0.00	\$100.00	0%
001-512-30-4600	REPAIR & MAINTENANCE	\$885.08	\$2,000.00	\$0.00	\$699.21	\$1,300.79	35%

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001-512-30-4900	MISC. EXPENSE & OTHER CURRENT	\$485.62	\$500.00	\$0.00	\$501.71	-\$1.71	100%
001-512-30-5100	OFFICE SUPPLIES	\$567.38	\$1,000.00	\$0.00	\$296.56	\$703.44	30%
001-512-30-5200	OPERATING SUPPLIES	\$118.09	\$750.00	\$0.00	\$417.10	\$332.90	56%
001-512-30-5400	SUBSCRIPTIONS/DUES	\$3,263.33	\$4,500.00	\$0.00	\$3,786.24	\$713.76	84%
001-512-30-5500	TRAINING	\$1,547.96	\$4,250.00	\$0.00	\$1,368.35	\$2,881.65	32%
001-512-60-6200	CAP. IMPROVEMENT-BUILDINGS	\$281,940.76	\$0.00	\$0.00	\$0.00	\$0.00	0%
	512 Total	\$677,898.73	\$563,160.00	\$17,179.45	\$358,274.29	\$204,885.71	64%
001-513-00-0000	CLERK/FINANCE DEPARTMENT:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
001-513-10-1200	SALARIES	\$289,774.33	\$288,080.00	\$8,655.11	\$158,128.98	\$129,951.02	55%
001-513-10-1300	OVERTIME	\$0.00	\$500.00	\$0.00	\$0.00	\$500.00	0%
001-513-10-1500	SICK LEAVE	\$6,909.29	\$0.00	\$206.26	\$5,180.78	-\$5,180.78	0%
001-513-10-1600	VACATION PAY	\$10,986.74	\$0.00	\$979.87	\$12,539.22	-\$12,539.22	0%
001-513-10-1800	HOLIDAY PAY	\$12,939.33	\$0.00	\$0.00	\$7,760.36	-\$7,760.36	0%
001-513-10-2100	FICA EXPENSE	\$24,456.54	\$22,080.00	\$752.86	\$14,046.36	\$8,033.64	64%
001-513-10-2200	RETIREMENT	\$36,914.82	\$31,230.00	\$1,323.75	\$23,409.23	\$7,820.77	75%
001-513-10-2210	BENEFIT ADMIN FEES	\$0.00	\$0.00	\$0.00	\$40.50	-\$40.50	0%
001-513-10-2300	LIFE & HEALTH INSURANCE	\$38,992.66	\$41,910.00	\$1,574.05	\$28,221.10	\$13,688.90	67%
001-513-10-2500	UNEMPLOYMENT COMPENSATION	\$0.00	\$500.00	\$0.00	\$0.00	\$500.00	0%
001-513-10-2600	WORKERS COMPENSATION INSURANCE	\$825.71	\$1,000.00	\$0.00	\$893.14	\$106.86	89%
001-513-30-3100	PROFESSIONAL SERVICES	\$28,808.89	\$16,000.00	\$0.00	\$5,176.40	\$10,823.60	32%
001-513-30-3200	ACCOUNTING/AUDITING FEE	\$18,000.00	\$18,500.00	\$0.00	\$18,500.00	\$0.00	100%
001-513-30-3400	OTHER CONTRACTUAL SERVICES	\$12,232.19	\$4,850.00	\$0.00	\$1,107.08	\$3,742.92	23%
001-513-30-4000	TRAVEL & PER DIEM	\$54.00	\$3,000.00	\$0.00	\$0.00	\$3,000.00	0%
001-513-30-4100	TELEPHONE EXPENSE	\$5,629.07	\$3,000.00	\$0.00	\$3,551.55	-\$551.55	118%
001-513-30-4110	IT LICENSING / EQUIPMENT	\$7,909.66	\$29,200.00	\$0.00	\$27,302.44	\$1,897.56	94%
001-513-30-4150	ADVERTISING/RECORDING EXPENSE	\$4,086.39	\$4,000.00	\$0.00	\$509.99	\$3,490.01	13%
001-513-30-4200	POSTAGE/TRANSPORTATION FEES	\$1,976.76	\$2,500.00	\$0.00	\$2,761.35	-\$261.35	110%
001-513-30-4300	UTILITIES EXPENSE	\$21,931.67	\$26,000.00	\$0.00	\$12,984.06	\$13,015.94	50%

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001-513-30-4400	RENTAL & LEASING	\$2,925.51	\$3,700.00	\$0.00	\$2,221.60	\$1,478.40	60%
001-513-30-4500	GENERAL INSURANCE	\$106,249.00	\$146,000.00	\$0.00	\$146,120.80	-\$120.80	100%
001-513-30-4600	REPAIR & MAINTENANCE	\$21,259.57	\$18,400.00	\$187.50	\$9,719.63	\$8,680.37	53%
001-513-30-4900	MISC. EXPENSE & OTHER CURRENT	\$4,847.09	\$6,000.00	\$0.00	\$4,894.17	\$1,105.83	82%
001-513-30-4910	ELECTION EXPENSES	\$0.00	\$500.00	\$0.00	\$0.00	\$500.00	0%
001-513-30-5100	OFFICE SUPPLIES	\$3,424.08	\$3,500.00	\$0.00	\$2,284.22	\$1,215.78	65%
001-513-30-5200	OPERATING SUPPLIES	\$7,771.48	\$7,050.00	\$0.00	\$3,566.50	\$3,483.50	51%
001-513-30-5400	SUBSCRIPTIONS/DUES	\$3,502.20	\$2,075.00	\$50.00	\$302.50	\$1,772.50	15%
001-513-30-5500	TRAINING	\$4,606.20	\$1,950.00	\$0.00	\$993.00	\$957.00	51%
001-513-60-6400	CAP. IMPROVEMENT-MACHINERY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
001-513-70-7100	DEBT SERVICE/CITY HALL-PRINCIPAL	\$107,219.92	\$109,875.00	\$0.00	\$54,601.08	\$55,273.92	50%
001-513-70-7200	DEBT SERVICE/CITY HALL-INTEREST	\$27,207.62	\$24,555.00	\$0.00	\$12,612.69	\$11,942.31	51%
001-513-70-7500	DEBT SERVICE/POLICE STATION-PRINCIPAL	\$217,830.04	\$223,555.00	\$0.00	\$111,051.63	\$112,503.37	50%
001-513-70-7550	DEBT SERVICE/POLICE STATION-INTEREST	\$73,780.66	\$68,060.00	\$0.00	\$34,753.72	\$33,306.28	51%
001-513-70-7600	DEBT SERV/2018 GEN FUND PROJ LOAN-PRINC	\$240,017.36	\$327,170.00	\$0.00	\$327,167.69	\$2.31	100%
001-513-70-7650	DEBT SERV/2018 GEN FUND PROJ LOAN-INTR	\$71,395.35	\$95,420.00	\$0.00	\$95,401.31	\$18.69	100%
513 Total		\$1,414,464.13	\$1,530,160.00	\$13,729.40	\$1,127,803.08	\$402,356.92	74%
001-516-00-0000	DEVELOPMENT SERVICES:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
001-516-10-1200	SALARIES	\$404,143.28	\$627,160.00	\$20,238.36	\$355,940.00	\$271,220.00	57%
001-516-10-1300	OVERTIME	\$2,590.12	\$1,000.00	\$132.88	\$1,684.41	-\$684.41	168%
001-516-10-1500	SICK LEAVE	\$9,647.98	\$0.00	\$406.37	\$8,320.55	-\$8,320.55	0%
001-516-10-1600	VACATION PAY	\$21,677.07	\$0.00	\$1,106.85	\$17,109.28	-\$17,109.28	0%
001-516-10-1800	HOLIDAY PAY	\$17,529.88	\$0.00	\$387.93	\$14,993.31	-\$14,993.31	0%
001-516-10-2100	FICA EXPENSE	\$35,185.69	\$48,060.00	\$1,703.83	\$30,450.68	\$17,609.32	63%
001-516-10-2200	RETIREMENT	\$61,699.36	\$82,230.00	\$3,423.70	\$56,337.55	\$25,892.45	69%
001-516-10-2210	BENEFIT ADMIN FEES	\$0.00	\$0.00	\$0.00	\$162.00	-\$162.00	0%
001-516-10-2300	LIFE & HEALTH INSURANCE	\$56,696.46	\$72,390.00	\$2,995.07	\$55,123.55	\$17,266.45	76%
001-516-10-2500	UNEMPLOYMENT COMPENSATION	\$1,925.00	\$0.00	\$0.00	\$0.00	\$0.00	0%

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001-516-10-2600	WORKERS COMPENSATION INSURANCE	\$1,238.61	\$1,500.00	\$0.00	\$1,339.72	\$160.28	89%
001-516-30-3100	PROFESSIONAL SERVICES	\$191,150.93	\$465,000.00	\$0.00	\$323,603.40	\$141,396.60	70%
001-516-30-3115	PASS THROUGH PROFESSIONAL SERVICES	\$359,964.69	\$0.00	\$0.00	\$0.00	\$0.00	0%
001-516-30-3400	OTHER CONTRACTUAL SERVICES	\$4,847.82	\$5,000.00	\$0.00	\$509.48	\$4,490.52	10%
001-516-30-3450	CLOTHING AND UNIFORMS	\$375.98	\$1,700.00	\$0.00	\$595.83	\$1,104.17	35%
001-516-30-4000	TRAVEL & PER DIEM	\$1,361.34	\$8,000.00	\$0.00	\$1,514.75	\$6,485.25	19%
001-516-30-4100	TELEPHONE EXPENSE	\$8,636.75	\$8,000.00	\$0.00	\$7,742.64	\$257.36	97%
001-516-30-4110	IT LICENSING / EQUIPMENT	\$11,151.27	\$33,700.00	\$0.00	\$12,106.49	\$21,593.51	36%
001-516-30-4150	ADVERTISING/RECORDING EXPENSE	\$26,040.31	\$25,000.00	\$78.00	\$21,312.98	\$3,687.02	85%
001-516-30-4200	POSTAGE/TRANSPORTATION FEES	\$637.11	\$4,000.00	\$0.00	\$1,317.67	\$2,682.33	33%
001-516-30-4400	RENTAL & LEASING	\$2.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
001-516-30-4600	REPAIR & MAINTENANCE	\$6,303.85	\$6,000.00	\$0.00	\$2,634.90	\$3,365.10	44%
001-516-30-4900	MISC. EXPENSE & OTHER CURRENT	\$3,103.60	\$5,000.00	\$0.00	\$244.19	\$4,755.81	5%
001-516-30-4950	CODE ENFORCEMENT	\$10,265.91	\$18,000.00	\$0.00	\$1,895.75	\$16,104.25	11%
001-516-30-5100	OFFICE SUPPLIES	\$2,213.44	\$9,000.00	\$0.00	\$1,092.80	\$7,907.20	12%
001-516-30-5200	OPERATING SUPPLIES	\$6,725.70	\$20,000.00	\$0.00	\$13,385.70	\$6,614.30	67%
001-516-30-5250	FUEL EXPENSE	\$1,258.94	\$2,000.00	\$0.00	\$1,206.56	\$793.44	60%
001-516-30-5400	SUBSCRIPTIONS/DUES	\$3,452.88	\$3,180.00	\$0.00	\$2,040.95	\$1,139.05	64%
001-516-30-5500	TRAINING	\$4,051.46	\$13,280.00	\$0.00	\$4,919.24	\$8,360.76	37%
001-516-30-5550	LICENSING	\$5,400.00	\$15,000.00	\$0.00	\$10,961.10	\$4,038.90	73%
001-516-60-6300	CAPITAL IMPROVEMENT-OTHER	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
001-516-60-6330	JPA COMP PLAN AMENDMENTS	\$98,229.35	\$40,000.00	\$0.00	\$15,033.63	\$24,966.37	38%
001-516-60-6400	CAPITAL IMPROV.-MACHINERY/EQUIPMENT	\$3,570.19	\$43,000.00	\$0.00	\$39,090.00	\$3,910.00	91%
	516 Total	\$1,361,076.97	\$1,557,200.00	\$30,472.99	\$1,002,669.11	\$554,530.89	64%
001-518-00-0000	INFORMATION TECHNOLOGY DEPARTMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
001-518-10-1200	SALARIES	\$121,913.19	\$149,600.00	\$4,899.91	\$82,286.87	\$67,313.13	55%
001-518-10-1500	SICK LEAVE	\$600.35	\$0.00	\$0.00	\$3,972.50	-\$3,972.50	0%
001-518-10-1600	VACATION PAY	\$3,783.18	\$0.00	\$521.63	\$5,856.77	-\$5,856.77	0%

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001-518-10-1800	HOLIDAY PAY	\$4,602.88	\$0.00	\$0.00	\$3,818.70	-\$3,818.70	0%
001-518-10-2100	FICA EXPENSE	\$9,535.60	\$11,450.00	\$414.76	\$7,339.26	\$4,110.74	64%
001-518-10-2200	RETIREMENT	\$13,384.14	\$16,190.00	\$645.70	\$10,456.78	\$5,733.22	65%
001-518-10-2210	BENEFIT ADMIN FEES	\$0.00	\$0.00	\$0.00	\$40.50	-\$40.50	0%
001-518-10-2300	LIFE & HEALTH INSURANCE	\$13,541.95	\$15,240.00	\$589.85	\$12,194.45	\$3,045.55	80%
001-518-10-2600	WORKERS COMPENSATION INSURANCE	\$68.96	\$200.00	\$0.00	\$178.65	\$21.35	89%
001-518-30-3100	PROFESSIONAL SERVICES	\$27,029.62	\$145,320.00	\$0.00	\$0.00	\$145,320.00	0%
001-518-30-3400	OTHER CONTRACTUAL SERVICES	\$8,614.46	\$10,000.00	\$0.00	\$118.00	\$9,882.00	1%
001-518-30-4000	TRAVEL & PER DIEM	\$41.29	\$7,500.00	\$0.00	\$0.00	\$7,500.00	0%
001-518-30-4100	TELEPHONE EXPENSE	\$5,555.50	\$5,000.00	\$0.00	\$4,321.70	\$678.30	86%
001-518-30-4110	IT LICENSING / EQUIPMENT	\$4,151.47	\$10,500.00	\$0.00	\$3,030.07	\$7,469.93	29%
001-518-30-4200	POSTAGE/TRANSPORTATION FEES	\$134.47	\$250.00	\$0.00	\$8.26	\$241.74	3%
001-518-30-4300	UTILITIES EXPENSE	\$658.06	\$2,300.00	\$0.00	\$1,207.90	\$1,092.10	53%
001-518-30-4400	RENTAL & LEASING	\$0.00	\$500.00	\$0.00	\$0.00	\$500.00	0%
001-518-30-4600	REPAIR & MAINTENANCE	\$1,636.12	\$4,000.00	\$0.00	\$74.97	\$3,925.03	2%
001-518-30-4900	MISC. EXPENSE & OTHER CURRENT	\$0.00	\$8,000.00	\$0.00	\$0.00	\$8,000.00	0%
001-518-30-5100	OFFICE SUPPLIES	\$372.27	\$900.00	\$0.00	\$203.59	\$696.41	23%
001-518-30-5200	OPERATING SUPPLIES	\$44,803.08	\$15,000.00	\$339.99	\$1,176.82	\$13,823.18	8%
001-518-30-5400	SUBSCRIPTIONS/DUES	\$250.00	\$2,500.00	\$0.00	\$355.00	\$2,145.00	14%
001-518-30-5500	TRAINING	\$3,058.66	\$8,000.00	\$0.00	\$1,202.98	\$6,797.02	15%
001-518-30-5550	LICENSING	\$13,976.94	\$30,000.00	\$0.00	\$46,110.77	-\$16,110.77	154%
001-518-60-6300	CAPITAL IMPROVEMENT-OTHER	\$0.00	\$16,000.00	\$0.00	\$0.00	\$16,000.00	0%
001-518-60-6400	CAP. IMPROVEMENTS-MACHINERY/EQUIP	\$56,891.18	\$0.00	\$0.00	\$17,215.00	-\$17,215.00	0%
	518 Total	\$334,603.37	\$458,450.00	\$7,411.84	\$201,169.54	\$257,280.46	44%
001-519-00-0000	HUMAN RESOURCE DEPARTMENT:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
001-519-10-1200	SALARIES	\$104,650.26	\$119,720.00	\$4,540.52	\$80,159.62	\$39,560.38	67%
001-519-10-1300	OVERTIME	\$14.35	\$0.00	\$0.00	\$298.61	-\$298.61	0%
001-519-10-1500	SICK LEAVE	\$1,097.98	\$0.00	\$79.63	\$343.62	-\$343.62	0%

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<i>Expend Account</i>	<i>Description</i>	<i>Prior Yr Expd</i>	<i>Budgeted</i>	<i>Curr Expd</i>	<i>YTD Expd</i>	<i>Balance</i>	<i>% Expd</i>
001-519-10-1600	VACATION PAY	\$3,466.25	\$0.00	\$0.00	\$4,397.42	-\$4,397.42	0%
001-519-10-1800	HOLIDAY PAY	\$4,694.68	\$0.00	\$0.00	\$3,371.52	-\$3,371.52	0%
001-519-10-2100	FICA EXPENSE	\$8,714.91	\$9,160.00	\$353.44	\$6,775.98	\$2,384.02	74%
001-519-10-2200	RETIREMENT	\$11,646.02	\$12,960.00	\$550.26	\$9,648.87	\$3,311.13	74%
001-519-10-2210	BENEFIT ADMIN FEES	\$0.00	\$0.00	\$0.00	\$40.50	-\$40.50	0%
001-519-10-2300	LIFE & HEALTH INSURANCE	\$14,194.44	\$15,240.00	\$632.39	\$12,100.91	\$3,139.09	79%
001-519-10-2600	WORKERS COMPENSATION INSURANCE	\$90.82	\$110.00	\$0.00	\$98.26	\$11.74	89%
001-519-30-3100	PROFESSIONAL SERVICES	\$7,725.00	\$18,000.00	\$0.00	\$240.00	\$17,760.00	1%
001-519-30-3400	OTHER CONTRACTUAL SERVICES	\$14,541.74	\$1,240.00	\$0.00	\$711.04	\$528.96	57%
001-519-30-4000	TRAVEL & PER DIEM	\$2,281.69	\$4,000.00	\$0.00	\$1,260.53	\$2,739.47	32%
001-519-30-4100	TELEPHONE EXPENSE	\$3,520.47	\$4,000.00	\$0.00	\$3,410.95	\$589.05	85%
001-519-30-4110	IT LICENSING / EQUIPMENT	\$7,886.57	\$30,800.00	\$0.00	\$11,719.93	\$19,080.07	38%
001-519-30-4150	ADVERTISING/RECRUITING	\$3,766.20	\$5,000.00	\$0.00	\$3,193.00	\$1,807.00	64%
001-519-30-4200	POSTAGE/TRANSPORTATION FEES	\$191.64	\$500.00	\$0.00	\$123.01	\$376.99	25%
001-519-30-4300	UTILITIES EXPENSE	\$658.04	\$2,300.00	\$0.00	\$1,296.36	\$1,003.64	56%
001-519-30-4400	RENTAL & LEASING	\$0.00	\$60.00	\$0.00	\$10.40	\$49.60	17%
001-519-30-4600	REPAIR & MAINTENANCE	\$2,226.91	\$2,000.00	\$0.00	\$2,005.49	-\$5.49	100%
001-519-30-4800	EMPLOYEE PROGRAMS	\$4,993.77	\$6,000.00	\$0.00	\$6,358.66	-\$358.66	106%
001-519-30-4900	MISC. EXPENSE & OTHER CURRENT	\$696.00	\$6,000.00	\$0.00	\$473.70	\$5,526.30	8%
001-519-30-5100	OFFICE SUPPLIES	\$1,704.99	\$2,000.00	\$116.37	\$930.38	\$1,069.62	47%
001-519-30-5200	OPERATING SUPPLIES	\$2,561.84	\$2,500.00	\$0.00	\$968.41	\$1,531.59	39%
001-519-30-5400	SUBSCRIPTIONS/DUES	\$954.50	\$1,110.00	\$0.00	\$1,023.24	\$86.76	92%
001-519-30-5500	TRAINING	\$2,910.85	\$5,000.00	\$0.00	\$4,004.00	\$996.00	80%
001-519-30-5501	STAFF TRAINING PROGRAMS	\$628.82	\$6,000.00	\$0.00	\$544.37	\$5,455.63	9%
	519 Total	\$205,818.74	\$253,700.00	\$6,272.61	\$155,508.78	\$98,191.22	61%
001-521-00-0000	POLICE DEPARTMENT:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
001-521-10-1200	SALARIES	\$1,857,878.92	\$2,483,070.00	\$75,488.65	\$1,497,272.49	\$985,797.51	60%
001-521-10-1220	UNIFORM ALLOWANCE	\$13,540.00	\$14,820.00	\$0.00	\$10,800.00	\$4,020.00	73%

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001-521-10-1250	ON CALL	\$7,500.00	\$10,400.00	\$225.00	\$5,550.00	\$4,850.00	53%
001-521-10-1260	SHIFT DIFFERENTIAL	\$14,049.90	\$20,080.00	\$485.46	\$10,958.94	\$9,121.06	55%
001-521-10-1300	OVERTIME	\$84,223.77	\$157,000.00	\$7,852.03	\$90,919.43	\$66,080.57	58%
001-521-10-1500	SICK LEAVE	\$40,984.56	\$0.00	\$1,653.74	\$59,345.64	-\$59,345.64	0%
001-521-10-1600	VACATION PAY	\$65,639.79	\$0.00	\$7,958.79	\$78,237.54	-\$78,237.54	0%
001-521-10-1700	INCENTIVE PAY	\$16,820.00	\$56,000.00	\$10.00	\$15,400.00	\$40,600.00	28%
001-521-10-1800	HOLIDAY PAY	\$72,011.15	\$0.00	\$498.43	\$62,204.86	-\$62,204.86	0%
001-521-10-1820	HOLIDAY PREMIUM	\$64,594.95	\$82,000.00	\$0.00	\$60,151.06	\$21,848.94	73%
001-521-10-2100	FICA EXPENSE	\$171,396.63	\$214,860.00	\$7,204.14	\$145,086.47	\$69,773.53	68%
001-521-10-2200	RETIREMENT	\$527,884.53	\$806,520.00	\$24,637.56	\$464,910.68	\$341,609.32	58%
001-521-10-2210	BENEFIT ADMIN FEES	\$0.00	\$0.00	\$0.00	\$189.00	-\$189.00	0%
001-521-10-2300	LIFE & HEALTH INSURANCE	\$278,649.78	\$384,810.00	\$12,496.89	\$255,917.87	\$128,892.13	67%
001-521-10-2500	UNEMPLOYMENT COMP. REIMBURSEMENT	\$137.50	\$0.00	\$0.00	\$2,817.24	-\$2,817.24	0%
001-521-10-2600	WORKERS COMPENSATION INSURANCE	\$54,990.71	\$65,000.00	\$0.00	\$58,053.22	\$6,946.78	89%
001-521-30-3100	PROFESSIONAL SERVICES	\$20,168.86	\$47,000.00	\$0.00	\$4,753.18	\$42,246.82	10%
001-521-30-3400	OTHER CONTRACTUAL SERVICES	\$99,908.92	\$95,000.00	\$0.00	\$8,781.65	\$86,218.35	9%
001-521-30-3450	CLOTHING AND UNIFORMS	\$8,830.27	\$20,000.00	\$0.00	\$7,619.04	\$12,380.96	38%
001-521-30-3500	INVESTIGATIONS	\$7,991.95	\$15,000.00	\$0.00	\$5,890.14	\$9,109.86	39%
001-521-30-4000	TRAVEL & PER DIEM	\$5,972.46	\$7,000.00	\$0.00	\$2,301.28	\$4,698.72	33%
001-521-30-4100	TELEPHONE EXPENSE	\$71,334.22	\$80,000.00	\$0.00	\$44,197.93	\$35,802.07	55%
001-521-30-4110	IT LICENSING / EQUIPMENT	\$49,993.01	\$229,100.00	\$0.00	\$174,465.19	\$54,634.81	76%
001-521-30-4200	POSTAGE/TRANSPORTATION FEES	\$268.08	\$3,000.00	\$0.00	\$75.17	\$2,924.83	3%
001-521-30-4300	UTILITIES EXPENSE	\$61,728.39	\$54,000.00	\$0.00	\$43,369.94	\$10,630.06	80%
001-521-30-4400	RENTAL & LEASING	\$2,069.42	\$10,000.00	\$0.00	\$1,488.64	\$8,511.36	15%
001-521-30-4600	REPAIR & MAINTENANCE	\$58,512.87	\$65,000.00	\$0.00	\$42,433.60	\$22,566.40	65%
001-521-30-4900	MISC. EXPENSE & OTHER CURRENT	\$2,315.27	\$4,000.00	\$0.00	-\$876.65	\$4,876.65	-22%
001-521-30-4960	BOOT ALLOWANCE	\$2,078.69	\$7,525.00	\$0.00	\$1,075.43	\$6,449.57	14%
001-521-30-5100	OFFICE SUPPLIES	\$2,697.87	\$5,000.00	\$0.00	\$656.12	\$4,343.88	13%

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001-521-30-5200	OPERATING SUPPLIES	\$79,336.98	\$80,000.00	\$0.00	\$33,745.51	\$46,254.49	42%
001-521-30-5250	FUEL EXPENSE	\$105,488.80	\$120,000.00	\$0.00	\$103,795.21	\$16,204.79	86%
001-521-30-5400	SUBSCRIPTIONS/DUES	\$3,801.80	\$3,000.00	\$0.00	\$1,125.00	\$1,875.00	38%
001-521-30-5500	TRAINING	\$50,374.14	\$40,000.00	\$0.00	\$15,290.36	\$24,709.64	38%
001-521-60-6200	CAP. IMPROVEMENT-BUILDINGS	\$34,839.70	\$0.00	\$0.00	\$0.00	\$0.00	0%
001-521-60-6400	CAP. IMPROVEMENT-MACHINERY	\$31,748.00	\$200,000.00	\$48,470.83	\$185,188.49	\$14,811.51	93%
001-521-70-7100	2018 POLICE CARS CAP LEASE-PRINCIPAL	\$108,485.69	\$57,525.00	\$0.00	\$57,524.09	\$0.91	100%
001-521-70-7200	2018 POLICE CARS CAP LEASE-INTEREST	\$10,911.67	\$4,175.00	\$0.00	\$4,170.32	\$4.68	100%
	521 Total	\$4,089,159.25	\$5,440,885.00	\$186,981.52	\$3,554,884.08	\$1,886,000.92	65%
001-541-00-0000	PUBLIC WORKS/STREET DEPT.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
001-541-10-1200	SALARIES	\$666,928.24	\$958,240.00	\$34,135.12	\$602,064.23	\$356,175.77	63%
001-541-10-1250	ON CALL	\$3,825.00	\$3,900.00	\$150.00	\$3,000.00	\$900.00	77%
001-541-10-1300	OVERTIME	\$13,067.35	\$12,000.00	\$573.93	\$9,886.69	\$2,113.31	82%
001-541-10-1500	SICK LEAVE	\$42,484.07	\$0.00	\$2,306.12	\$25,152.19	-\$25,152.19	0%
001-541-10-1600	VACATION PAY	\$49,959.63	\$0.00	\$511.48	\$39,132.64	-\$39,132.64	0%
001-541-10-1800	HOLIDAY PAY	\$29,417.75	\$0.00	\$190.33	\$26,534.44	-\$26,534.44	0%
001-541-10-2100	FICA EXPENSE	\$61,560.42	\$74,530.00	\$2,889.19	\$53,838.27	\$20,691.73	72%
001-541-10-2200	RETIREMENT	\$82,668.17	\$108,400.00	\$4,756.56	\$81,314.49	\$27,085.51	75%
001-541-10-2210	BENEFIT ADMIN FEES	\$0.00	\$0.00	\$0.00	\$27.00	-\$27.00	0%
001-541-10-2300	LIFE & HEALTH INSURANCE	\$121,924.49	\$160,020.00	\$5,828.76	\$108,824.24	\$51,195.76	68%
001-541-10-2500	UNEMPLOYMENT COMPENSATION	\$0.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	0%
001-541-10-2600	WORKERS COMPENSATION INSURANCE	\$15,198.39	\$20,000.00	\$0.00	\$17,862.46	\$2,137.54	89%
001-541-30-3100	PROFESSIONAL SERVICES	\$140,767.81	\$178,500.00	\$0.00	\$41,735.67	\$136,764.33	23%
001-541-30-3400	OTHER CONTRACTUAL SERVICES	\$56,516.54	\$100,000.00	\$0.00	\$79,822.02	\$20,177.98	80%
001-541-30-3440	RIGHT-OF-WAY MAINTENANCE	\$0.00	\$200,000.00	\$0.00	\$0.00	\$200,000.00	0%
001-541-30-3450	CLOTHING AND UNIFORMS	\$7,081.71	\$8,000.00	\$0.00	\$7,119.22	\$880.78	89%
001-541-30-4000	TRAVEL & PER DIEM	\$116.13	\$3,000.00	\$0.00	\$107.08	\$2,892.92	4%
001-541-30-4100	TELEPHONE EXPENSE	\$17,010.56	\$20,400.00	\$0.00	\$11,648.05	\$8,751.95	57%

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001-541-30-4110	IT LICENSING / EQUIPMENT	\$26,210.53	\$45,000.00	\$0.00	\$11,645.36	\$33,354.64	26%
001-541-30-4200	POSTAGE/TRANSPORTATION FEES	\$74.51	\$100.00	\$0.00	\$49.14	\$50.86	49%
001-541-30-4300	UTILITIES EXPENSE	\$40,547.51	\$80,000.00	\$0.00	\$10,729.46	\$69,270.54	13%
001-541-30-4350	VILLAGES STREET LIGHTING	\$365,475.83	\$370,000.00	\$0.00	\$287,527.89	\$82,472.11	78%
001-541-30-4400	RENTAL & LEASING	\$6,451.18	\$7,575.00	\$0.00	\$1,661.91	\$5,913.09	22%
001-541-30-4600	REPAIR & MAINTENANCE	\$39,132.84	\$40,250.00	\$0.00	\$23,247.59	\$17,002.41	58%
001-541-30-4601	REPAIR & MAINTENANCE - BUILDINGS	\$13,257.09	\$15,000.00	\$0.00	\$9,676.74	\$5,323.26	65%
001-541-30-4602	REPAIR & MAINTENANCE - 610 JACKSON ST	\$23,784.50	\$0.00	\$0.00	\$0.00	\$0.00	0%
001-541-30-4900	MISC. EXPENSE & OTHER CURRENT	\$938.53	\$3,000.00	\$0.00	\$18.92	\$2,981.08	1%
001-541-30-4940	LANDFILL DISPOSAL FEES	\$4,614.74	\$5,000.00	\$0.00	\$1,620.05	\$3,379.95	32%
001-541-30-4960	BOOT ALLOWANCE	\$989.88	\$2,625.00	\$0.00	\$2,316.20	\$308.80	88%
001-541-30-5100	OFFICE SUPPLIES	\$2,329.32	\$3,000.00	\$0.00	\$1,742.99	\$1,257.01	58%
001-541-30-5200	OPERATING SUPPLIES	\$65,493.40	\$70,000.00	\$124.34	\$40,974.16	\$29,025.84	59%
001-541-30-5250	FUEL EXPENSE	\$25,569.59	\$35,000.00	\$0.00	\$20,797.40	\$14,202.60	59%
001-541-30-5400	SUBSCRIPTIONS/DUES	\$7,963.69	\$4,475.00	\$0.00	\$1,231.99	\$3,243.01	28%
001-541-30-5500	TRAINING	\$7,543.00	\$16,000.00	\$0.00	\$13,590.37	\$2,409.63	85%
001-541-60-6100	CAPITAL IMPROVEMENT-LAND	\$10,984.80	\$0.00	\$0.00	\$0.00	\$0.00	0%
001-541-60-6110	WARFIELD COMPLEX REHAB	\$685,102.09	\$0.00	\$0.00	\$0.00	\$0.00	0%
001-541-60-6115	CITY HALL / ANNEX REHAB	\$240,525.68	\$50,000.00	\$0.00	\$36,582.11	\$13,417.89	73%
001-541-60-6120	STREET PROJECTS	\$782,812.49	\$0.00	\$0.00	\$0.00	\$0.00	0%
001-541-60-6302	ROAD IMPROVEMENT DESIGNS	\$217,133.50	\$0.00	\$0.00	\$0.00	\$0.00	0%
001-541-60-6400	CAP. IMPROVEMENT-MACHINERY	\$345,251.70	\$272,000.00	\$0.00	\$106,377.50	\$165,622.50	39%
001-541-60-6681	PRINCIPAL-EQUIPMENT LEASE	\$44,463.96	\$46,320.00	\$0.00	\$46,316.72	\$3.28	100%
001-541-60-6691	INTEREST-EQUIPMENT LEASE	\$5,944.25	\$4,100.00	\$0.00	\$4,091.49	\$8.51	100%
	541 Total	\$4,271,120.87	\$2,918,435.00	\$51,465.83	\$1,728,266.68	\$1,190,168.32	59%
001-549-00-0000	FLEET MAINTENANCE DEPT:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
001-549-10-1200	SALARIES	\$156,221.84	\$184,840.00	\$6,089.80	\$121,110.84	\$63,729.16	66%
001-549-10-1300	OVERTIME	\$0.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	0%

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001-549-10-1500	SICK LEAVE	\$3,992.01	\$0.00	\$0.00	\$2,560.64	-\$2,560.64	0%
001-549-10-1600	VACATION PAY	\$10,812.06	\$0.00	\$1,270.15	\$10,617.53	-\$10,617.53	0%
001-549-10-1800	HOLIDAY PAY	\$6,623.70	\$0.00	\$0.00	\$5,394.39	-\$5,394.39	0%
001-549-10-2100	FICA EXPENSE	\$13,590.42	\$14,260.00	\$563.05	\$10,685.45	\$3,574.55	75%
001-549-10-2200	RETIREMENT	\$18,154.18	\$20,170.00	\$876.58	\$15,216.69	\$4,953.31	75%
001-549-10-2300	LIFE & HEALTH INSURANCE	\$28,257.36	\$30,480.00	\$1,213.84	\$24,133.96	\$6,346.04	79%
001-549-10-2600	WORKERS COMPENSATION INSURANCE	\$6,440.86	\$7,800.00	\$0.00	\$6,966.43	\$833.57	89%
001-549-30-3100	PROFESSIONAL SERVICES	\$0.00	\$500.00	\$0.00	\$0.00	\$500.00	0%
001-549-30-3400	OTHER CONTRACTUAL SERVICES	\$0.00	\$0.00	\$0.00	\$140.00	-\$140.00	0%
001-549-30-3450	CLOTHING AND UNIFORMS	\$1,943.40	\$3,000.00	\$0.00	\$1,699.21	\$1,300.79	57%
001-549-30-4000	TRAVEL & PER DIEM	\$0.00	\$100.00	\$0.00	\$70.90	\$29.10	71%
001-549-30-4100	TELEPHONE EXPENSE	\$2,606.04	\$3,500.00	\$0.00	\$1,656.62	\$1,843.38	47%
001-549-30-4110	IT LICENSING / EQUIPMENT	\$4,452.86	\$22,100.00	\$0.00	\$11,994.58	\$10,105.42	54%
001-549-30-4200	POSTAGE/TRANSPORTATION FEES	\$40.50	\$100.00	\$0.00	\$0.00	\$100.00	0%
001-549-30-4300	UTILITIES EXPENSE	\$3,965.45	\$4,500.00	\$0.00	\$2,562.53	\$1,937.47	57%
001-549-30-4400	RENTAL & LEASING	\$1,404.27	\$1,700.00	\$0.00	\$1,280.41	\$419.59	75%
001-549-30-4600	REPAIR & MAINTENANCE	\$1,521.07	\$4,500.00	\$0.00	\$2,548.08	\$1,951.92	57%
001-549-30-4900	MISC. EXPENSE & OTHER CURRENT	\$0.00	\$100.00	\$0.00	\$0.00	\$100.00	0%
001-549-30-4960	BOOT ALLOWANCE	\$174.87	\$525.00	\$0.00	\$165.84	\$359.16	32%
001-549-30-5100	OFFICE SUPPLIES	\$330.72	\$800.00	\$0.00	\$222.84	\$577.16	28%
001-549-30-5200	OPERATING SUPPLIES	\$23,988.83	\$30,000.00	\$0.00	\$16,037.00	\$13,963.00	53%
001-549-30-5250	FUEL EXPENSE	\$5,447.04	\$3,000.00	\$0.00	\$2,272.69	\$727.31	76%
001-549-30-5400	SUBSCRIPTIONS/DUES	\$1,658.00	\$3,000.00	\$0.00	\$150.00	\$2,850.00	5%
001-549-30-5500	TRAINING	\$1,259.00	\$2,500.00	\$0.00	\$250.00	\$2,250.00	10%
001-549-60-6400	CAP. IMPROVEMENTS-MACHINERY/EQUIP	\$18,673.00	\$78,000.00	\$0.00	\$23,626.15	\$54,373.85	30%
	549 Total	\$311,557.48	\$416,975.00	\$10,013.42	\$261,362.78	\$155,612.22	63%
001-572-00-0000	PARKS & RECREATION:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
001-572-10-1200	SALARIES	\$350,731.96	\$552,900.00	\$20,862.62	\$321,395.42	\$231,504.58	58%

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<i>Expend Account</i>	<i>Description</i>	<i>Prior Yr Expd</i>	<i>Budgeted</i>	<i>Curr Expd</i>	<i>YTD Expd</i>	<i>Balance</i>	<i>% Expd</i>
001-572-10-1250	ON CALL	\$3,900.00	\$3,500.00	\$150.00	\$3,000.00	\$500.00	86%
001-572-10-1300	OVERTIME	\$7,000.26	\$2,000.00	\$1,782.40	\$11,352.94	-\$9,352.94	568%
001-572-10-1500	SICK LEAVE	\$10,238.80	\$0.00	\$0.00	\$14,300.29	-\$14,300.29	0%
001-572-10-1600	VACATION PAY	\$16,096.42	\$0.00	\$467.19	\$18,650.01	-\$18,650.01	0%
001-572-10-1800	HOLIDAY PAY	\$13,699.18	\$0.00	\$184.62	\$11,798.23	-\$11,798.23	0%
001-572-10-1820	HOLIDAY PREMIUM	\$50.40	\$0.00	\$0.00	\$166.00	-\$166.00	0%
001-572-10-2100	FICA EXPENSE	\$30,731.13	\$42,720.00	\$1,793.67	\$29,121.12	\$13,598.88	68%
001-572-10-2200	RETIREMENT	\$39,714.79	\$60,420.00	\$2,484.80	\$39,731.44	\$20,688.56	66%
001-572-10-2300	LIFE & HEALTH INSURANCE	\$56,806.68	\$91,440.00	\$3,678.09	\$61,410.39	\$30,029.61	67%
001-572-10-2500	UNEMPLOYMENT COMPENSATION	\$1,402.94	\$0.00	\$0.00	\$37.41	-\$37.41	0%
001-572-10-2600	WORKERS COMPENSATION INSURANCE	\$4,954.53	\$6,000.00	\$0.00	\$5,358.78	\$641.22	89%
001-572-30-3100	PROFESSIONAL SERVICES	\$9,017.03	\$11,750.00	\$0.00	\$5,213.00	\$6,537.00	44%
001-572-30-3400	OTHER CONTRACTUAL SERVICES	\$82,229.12	\$164,500.00	\$0.00	\$73,112.57	\$91,387.43	44%
001-572-30-3450	CLOTHING AND UNIFORMS	\$2,447.04	\$6,650.00	\$0.00	\$1,175.46	\$5,474.54	18%
001-572-30-4000	TRAVEL & PER DIEM	\$562.19	\$3,300.00	\$0.00	\$52.65	\$3,247.35	2%
001-572-30-4100	TELEPHONE EXPENSE	\$14,954.00	\$12,300.00	\$0.00	\$12,388.79	-\$88.79	101%
001-572-30-4110	IT LICENSING / EQUIPMENT	\$11,565.64	\$30,300.00	\$0.00	\$16,409.11	\$13,890.89	54%
001-572-30-4150	ADVERTISING AND PROMOTIONS	\$1,635.43	\$12,000.00	\$0.00	\$13,705.15	-\$1,705.15	114%
001-572-30-4200	POSTAGE/TRANSPORTATION FEES	\$0.51	\$100.00	\$0.00	\$6.36	\$93.64	6%
001-572-30-4300	UTILITIES EXPENSE	\$13,662.04	\$13,200.00	\$0.00	\$8,535.64	\$4,664.36	65%
001-572-30-4400	RENTAL & LEASING	\$6,513.27	\$12,000.00	\$0.00	\$3,475.95	\$8,524.05	29%
001-572-30-4600	REPAIR & MAINTENANCE	\$35,810.06	\$68,000.00	\$0.00	\$15,900.77	\$52,099.23	23%
001-572-30-4601	REPAIR & MAINTENANCE - BUILDINGS	\$3,980.85	\$16,500.00	\$0.00	\$2,955.18	\$13,544.82	18%
001-572-30-4610	BAKER HOUSE MAINTENANCE	\$2,383.41	\$10,000.00	\$0.00	\$2,433.91	\$7,566.09	24%
001-572-30-4620	BAKER HOUSE OPERATIONS-OTHER MISC.	\$9,237.80	\$7,070.00	\$0.00	\$5,788.25	\$1,281.75	82%
001-572-30-4630	BAKER HOUSE SPECIAL EVENTS	\$2,206.81	\$10,000.00	\$0.00	\$2,379.27	\$7,620.73	24%
001-572-30-4900	MISC. EXPENSE & OTHER CURRENT	\$260.99	\$5,000.00	\$0.00	\$777.87	\$4,222.13	16%
001-572-30-4910	SPECIAL EVENTS	\$68,700.41	\$123,400.00	\$466.77	\$113,713.03	\$9,686.97	92%

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001-572-30-4915	PROGRAMS, ACTIVITIES & LEAGUES	\$70,419.97	\$89,060.00	\$1,285.00	\$52,938.93	\$36,121.07	59%
001-572-30-4920	SUMMER RECREATION PROGRAM	\$12,310.03	\$24,500.00	\$0.00	\$1,196.32	\$23,303.68	5%
001-572-30-4960	BOOT ALLOWANCE	\$560.48	\$1,575.00	\$0.00	\$824.58	\$750.42	52%
001-572-30-5100	OFFICE SUPPLIES	\$1,163.33	\$2,000.00	\$0.00	\$1,613.72	\$386.28	81%
001-572-30-5200	OPERATING SUPPLIES	\$38,013.01	\$72,000.00	\$0.00	\$42,556.28	\$29,443.72	59%
001-572-30-5250	FUEL EXPENSE	\$16,532.17	\$25,000.00	\$0.00	\$13,530.43	\$11,469.57	54%
001-572-30-5280	LANDSCAPING	\$13,133.42	\$50,000.00	\$0.00	\$20,583.22	\$29,416.78	41%
001-572-30-5400	SUBSCRIPTIONS/DUES	\$1,921.30	\$2,610.00	\$0.00	\$330.10	\$2,279.90	13%
001-572-30-5500	TRAINING	\$1,713.48	\$8,500.00	\$0.00	\$3,355.00	\$5,145.00	39%
001-572-60-6300	CAPITAL IMPROVEMENT-OTHER	\$5,150.00	\$10,000.00	\$0.00	\$12,798.65	-\$2,798.65	128%
001-572-60-6351	MLK PARK PROJECT	\$2,012.18	\$316,000.00	\$0.00	\$815.10	\$315,184.90	0%
001-572-60-6360	MILLENNIUM PARK PROJECT	\$74,535.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
001-572-60-6400	CAP. IMPROVEMENT-MACHINERY	\$62,147.76	\$192,000.00	\$0.00	\$47,131.00	\$144,869.00	25%
	572 Total	\$1,100,105.82	\$2,058,295.00	\$33,155.16	\$992,018.32	\$1,066,276.68	48%
001-575-00-0000	COMMUNITY CENTER:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
001-575-10-1200	SALARIES	\$463.28	\$32,860.00	\$1,480.00	\$4,752.40	\$28,107.60	14%
001-575-10-2100	FICA EXPENSE	\$35.43	\$2,520.00	\$113.23	\$363.56	\$2,156.44	14%
001-575-10-2200	RETIREMENT	\$46.33	\$3,560.00	\$176.27	\$530.33	\$3,029.67	15%
001-575-10-2300	LIFE & HEALTH INSURANCE	\$6.25	\$200.00	\$0.00	\$0.00	\$200.00	0%
001-575-30-3100	PROFESSIONAL SERVICES	\$2,242.56	\$3,000.00	\$0.00	\$700.00	\$2,300.00	23%
001-575-30-3400	OTHER CONTRACTUAL SERVICES	\$2,736.83	\$8,440.00	\$0.00	\$514.70	\$7,925.30	6%
001-575-30-3450	CLOTHING AND UNIFORMS	\$730.24	\$400.00	\$0.00	\$220.48	\$179.52	55%
001-575-30-4100	TELEPHONE EXPENSE	\$4,321.39	\$6,680.00	\$0.00	\$2,318.19	\$4,361.81	35%
001-575-30-4200	POSTAGE/TRANSPORTATION FEES	\$18.50	\$100.00	\$0.00	\$5.83	\$94.17	6%
001-575-30-4300	UTILITIES EXPENSE	\$34,259.05	\$24,750.00	\$0.00	\$25,928.93	-\$1,178.93	105%
001-575-30-4400	RENTAL & LEASING	\$2,046.97	\$2,600.00	\$0.00	\$1,701.68	\$898.32	65%
001-575-30-4600	REPAIR & MAINTENANCE	\$25,997.88	\$32,000.00	\$519.00	\$8,412.21	\$23,587.79	26%
001-575-30-4900	MISC. EXPENSE & OTHER CURRENT	\$326.35	\$0.00	\$0.00	\$0.00	\$0.00	0%

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<i>Expend Account</i>	<i>Description</i>	<i>Prior Yr Expd</i>	<i>Budgeted</i>	<i>Curr Expd</i>	<i>YTD Expd</i>	<i>Balance</i>	<i>% Expd</i>
001-575-30-5100	OFFICE SUPPLIES	\$712.70	\$500.00	\$0.00	\$240.36	\$259.64	48%
001-575-30-5200	OPERATING SUPPLIES	\$15,077.32	\$17,000.00	\$0.00	\$5,941.08	\$11,058.92	35%
001-575-30-5400	SUBSCRIPTIONS/DUES	\$100.00	\$0.00	\$0.00	\$75.00	-\$75.00	0%
001-575-60-6200	CAP. IMPROVEMENT-BUILDINGS	\$0.00	\$30,000.00	\$0.00	\$0.00	\$30,000.00	0%
	575 Total	\$89,121.08	\$164,610.00	\$2,288.50	\$51,704.75	\$112,905.25	31%
001-580-90-0000	CONTINGENCY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
001-580-90-9901	CONTINGENCY RESERVE-GEN FUND	\$0.00	\$4,034,340.00	\$0.00	\$0.00	\$4,034,340.00	0%
	580 Total	\$0.00	\$4,034,340.00	\$0.00	\$0.00	\$4,034,340.00	0%
001-581-00-1040	TRANSFER TO EXPANDED CRA	\$156,812.00	\$185,870.00	\$0.00	\$185,870.00	\$0.00	100%
001-581-90-3010	TRANSFER TO CAPITAL PROJECT FUND	\$0.00	\$10,750,000.00	\$0.00	\$18,650,000.00	-\$7,900,000.00	173%
	581 Total	\$156,812.00	\$10,935,870.00	\$0.00	\$18,835,870.00	-\$7,900,000.00	172%
	GENERAL FUND Expend Total	\$14,100,805.60	\$30,436,800.00	\$364,829.76	\$28,343,338.30	\$2,093,461.70	93%

<i>Revenue Account</i>	<i>Description</i>	<i>Prior Yr Rev</i>	<i>Anticipated</i>	<i>Curr Rev</i>	<i>YTD Rev</i>	<i>% Real</i>
101-361-1350	INTEREST EARNED	\$0.00	\$200.00	\$0.00	\$150.69	75%
101-364-1000	CEMETERY LOT SALES	\$1,050.00	\$2,100.00	\$0.00	\$2,100.00	100%
101-366-1350	CONTRIBUTIONS/DUES	\$1,950.00	\$2,000.00	\$0.00	\$1,460.00	73%
101-366-1360	GRAVE OPENING PERMITS	\$1,800.00	\$600.00	\$0.00	\$450.00	75%
101-369-0000	OTHER MISCELLANEOUS REVENUE	\$0.00	\$100.00	\$0.00	\$0.00	0%
	CEMETERY FUND Revenue Total	\$4,800.00	\$5,000.00	\$0.00	\$4,160.69	83%

<i>Expend Account</i>	<i>Description</i>	<i>Prior Yr Expd</i>	<i>Budgeted</i>	<i>Curr Expd</i>	<i>YTD Expd</i>	<i>Balance</i>	<i>% Expd</i>
101-569-00-0000	GREENWOOD CEMETERY:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
101-569-30-3100	PROFESSIONAL SERVICES	\$0.00	\$200.00	\$0.00	\$0.00	\$200.00	0%
101-569-30-4600	REPAIR & MAINTENANCE	\$0.00	\$500.00	\$0.00	\$0.00	\$500.00	0%
101-569-30-4900	MISC. EXPENSE & OTHER CURRENT	\$72.30	\$200.00	\$0.00	\$61.37	\$138.63	31%
101-569-30-5200	OPERATING SUPPLIES	\$0.00	\$100.00	\$0.00	\$0.00	\$100.00	0%
	569 Total	\$72.30	\$1,000.00	\$0.00	\$61.37	\$938.63	6%

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<i>Expend Account</i>	<i>Description</i>	<i>Prior Yr Expd</i>	<i>Budgeted</i>	<i>Curr Expd</i>	<i>YTD Expd</i>	<i>Balance</i>	<i>% Expd</i>
101-580-90-9999	CONTINGENCY	\$0.00	\$55,700.00	\$0.00	\$0.00	\$55,700.00	0%
CEMETERY FUND Expend Total		\$72.30	\$56,700.00	\$0.00	\$61.37	\$56,638.63	0%

<i>Revenue Account</i>	<i>Description</i>	<i>Prior Yr Rev</i>	<i>Anticipated</i>	<i>Curr Rev</i>	<i>YTD Rev</i>	<i>% Real</i>
104-361-0000	INTEREST	\$271.54	\$0.00	\$0.00	\$769.63	0%
104-369-9000	TAX INCREMENT FINANCING - SUM CTY	\$219,900.00	\$250,000.00	\$0.00	\$370,479.00	148%
104-382-0010	TRANSFER FROM GENERAL	\$156,812.00	\$185,870.00	\$0.00	\$185,870.00	100%
COMMUNITY REDEVELOPMENT Revenue Total		\$376,983.54	\$435,870.00	\$0.00	\$557,118.63	128%

<i>Expend Account</i>	<i>Description</i>	<i>Prior Yr Expd</i>	<i>Budgeted</i>	<i>Curr Expd</i>	<i>YTD Expd</i>	<i>Balance</i>	<i>% Expd</i>
104-550-00-0000	COMM REDEVELOPMENT DEPT.:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
104-550-10-1200	SALARIES	\$33,254.53	\$35,910.00	\$1,202.56	\$25,425.59	\$10,484.41	71%
104-550-10-1500	SICK LEAVE	\$1,379.11	\$0.00	\$0.00	\$448.98	-\$448.98	0%
104-550-10-1600	VACATION PAY	\$525.77	\$0.00	\$300.64	\$1,391.66	-\$1,391.66	0%
104-550-10-1800	HOLIDAY PAY	\$1,327.57	\$0.00	\$0.00	\$964.94	-\$964.94	0%
104-550-10-2100	FICA EXPENSE	\$2,791.17	\$2,750.00	\$115.00	\$2,159.58	\$590.42	79%
104-550-10-2200	RETIREMENT	\$4,982.43	\$3,890.00	\$179.03	\$3,071.00	\$819.00	79%
104-550-10-2300	LIFE & HEALTH INSURANCE	\$3,577.41	\$3,600.00	\$158.94	\$3,041.01	\$558.99	84%
104-550-30-3100	PROFESSIONAL SERVICES	\$0.00	\$70,000.00	\$0.00	\$5,125.00	\$64,875.00	7%
104-550-30-4000	TRAVEL & PER DIEM	\$0.00	\$500.00	\$0.00	\$0.00	\$500.00	0%
104-550-30-4100	TELEPHONE EXPENSE	\$14.11	\$200.00	\$0.00	\$0.00	\$200.00	0%
104-550-30-4200	POSTAGE/TRANSPORTATION FEES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
104-550-30-4600	REPAIR & MAINTENANCE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
104-550-30-4900	MISC. EXPENSE & OTHER CURRENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
104-550-30-5100	OFFICE SUPPLIES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
104-550-30-5200	OPERATING SUPPLIES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
104-550-30-5400	SUBSCRIPTIONS/DUES	\$175.00	\$175.00	\$0.00	\$175.00	\$0.00	100%
104-550-30-5500	TRAINING	\$0.00	\$3,550.00	\$0.00	\$0.00	\$3,550.00	0%

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<i>Expend Account</i>	<i>Description</i>	<i>Prior Yr Expd</i>	<i>Budgeted</i>	<i>Curr Expd</i>	<i>YTD Expd</i>	<i>Balance</i>	<i>% Expd</i>
104-550-60-6330	FACADE IMPROVEMENT GRANT	\$0.00	\$50,000.00	\$0.00	\$0.00	\$50,000.00	0%
104-550-70-7301	ENTRANCE SIGNS TO CITY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
104-550-70-7303	DEMOLITIONS	\$0.00	\$20,000.00	\$0.00	\$0.00	\$20,000.00	0%
104-550-70-7304	PAINTING GRANTS TO BUSINESSES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
104-550-70-7306	CODE ENFORCEMENT PROJECTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
104-550-70-7307	MISC. OTHER PROJECTS	\$0.00	\$100,000.00	\$0.00	\$36,128.62	\$63,871.38	36%
104-550-70-7308	DOWNTOWN PARKING IMPROVEMENTS	\$0.00	\$140,000.00	\$0.00	\$76,940.45	\$63,059.55	55%
	550 Total	\$48,027.10	\$430,575.00	\$1,956.17	\$154,871.83	\$275,703.17	36%
104-580-90-9904	CONTINGENCY - CRA DISTRICT	\$0.00	\$659,295.00	\$0.00	\$0.00	\$659,295.00	0%
COMMUNITY REDEVELOPMENT Expend Total		\$48,027.10	\$1,089,870.00	\$1,956.17	\$154,871.83	\$934,998.17	14%

<i>Revenue Account</i>	<i>Description</i>	<i>Prior Yr Rev</i>	<i>Anticipated</i>	<i>Curr Rev</i>	<i>YTD Rev</i>	<i>% Real</i>
105-361-0000	INTEREST	\$0.00	\$100.00	\$0.00	\$5.17	5%
105-369-0058	DONATIONS	\$2,530.72	\$15,000.00	\$0.00	\$14,622.00	97%
BAKER HOUSE Revenue Total		\$2,530.72	\$15,100.00	\$0.00	\$14,627.17	97%

<i>Expend Account</i>	<i>Description</i>	<i>Prior Yr Expd</i>	<i>Budgeted</i>	<i>Curr Expd</i>	<i>YTD Expd</i>	<i>Balance</i>	<i>% Expd</i>
105-576-00-0000	BAKER HOUSE DEPARTMENT:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
105-576-30-4620	BAKER HOUSE OPERATIONS	\$128.24	\$15,000.00	\$0.00	\$103.38	\$14,896.62	1%
	576 Total	\$128.24	\$15,000.00	\$0.00	\$103.38	\$14,896.62	1%
105-580-90-9910	CONTINGENCY - BAKER HOUSE	\$0.00	\$12,600.00	\$0.00	\$0.00	\$12,600.00	0%
BAKER HOUSE Expend Total		\$128.24	\$27,600.00	\$0.00	\$103.38	\$27,496.62	0%

<i>Expend Account</i>	<i>Description</i>	<i>Prior Yr Expd</i>	<i>Budgeted</i>	<i>Curr Expd</i>	<i>YTD Expd</i>	<i>Balance</i>	<i>% Expd</i>
106-577-00-0000	WILDWOOD AREA HISTORICAL ASSN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
106-580-90-9911	CONTINGENCY - HISTORICAL ACCT	\$0.00	\$45.00	\$0.00	\$0.00	\$45.00	0%
WILDWOOD AREA HISTORICAL ASSOCIATIO Expend Total		\$0.00	\$45.00	\$0.00	\$0.00	\$45.00	0%

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<i>Revenue Account</i>	<i>Description</i>	<i>Prior Yr Rev</i>	<i>Anticipated</i>	<i>Curr Rev</i>	<i>YTD Rev</i>	<i>% Real</i>
107-341-3004	RECREATION IMPACT FEES	\$258,842.52	\$225,000.00	\$0.00	\$196,233.92	87%
107-361-0000	INTEREST	\$179.71	\$0.00	\$0.00	\$229.22	0%
107-389-5004	CASH FORWARD - P & R IMPACT FEE	\$0.00	\$80,000.00	\$0.00	\$0.00	0%
RECREATION IMPACT FEES Revenue Total		\$259,022.23	\$305,000.00	\$0.00	\$196,463.14	64%

<i>Expend Account</i>	<i>Description</i>	<i>Prior Yr Expd</i>	<i>Budgeted</i>	<i>Curr Expd</i>	<i>YTD Expd</i>	<i>Balance</i>	<i>% Expd</i>
107-572-00-0000	RECREATION IMPACT FEES:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
107-572-30-4900	MISC. EXPENSE & OTHER CURRENT	\$2.62	\$0.00	\$0.00	\$4.80	-\$4.80	0%
107-572-60-6100	CAP. IMPROVEMENT - LAND	\$620,060.76	\$0.00	\$0.00	\$0.00	\$0.00	0%
	572 Total	\$620,063.38	\$0.00	\$0.00	\$4.80	-\$4.80	0%
107-580-90-9903	CONTINGENCY - P&R IMPACT FEES	\$0.00	\$305,000.00	\$0.00	\$0.00	\$305,000.00	0%
RECREATION IMPACT FEES Expend Total		\$620,063.38	\$305,000.00	\$0.00	\$4.80	\$304,995.20	0%

<i>Revenue Account</i>	<i>Description</i>	<i>Prior Yr Rev</i>	<i>Anticipated</i>	<i>Curr Rev</i>	<i>YTD Rev</i>	<i>% Real</i>
108-341-3001	LAW ENFORCEMENT IMPACT FEES	\$1,342,321.32	\$1,100,000.00	\$0.00	\$1,071,872.73	97%
108-361-0000	INTEREST	\$94.21	\$0.00	\$0.00	\$99.97	0%
108-389-5002	CASH FORWARD - POLICE IMPACT FEE	\$0.00	\$790,000.00	\$0.00	\$0.00	0%
LAW ENFORCEMENT IMPACT FEES Revenue Total		\$1,342,415.53	\$1,890,000.00	\$0.00	\$1,071,972.70	57%

<i>Expend Account</i>	<i>Description</i>	<i>Prior Yr Expd</i>	<i>Budgeted</i>	<i>Curr Expd</i>	<i>YTD Expd</i>	<i>Balance</i>	<i>% Expd</i>
108-521-00-0000	LAW ENFORCEMENT IMPACT FEES:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
108-521-30-4900	MISC. EXPENSE & OTHER CURRENT	\$380.45	\$0.00	\$0.00	\$259.39	-\$259.39	0%
108-521-60-6400	CAP. IMPROVEMENT- MACHINERY & EQUIPME	\$197,749.99	\$315,000.00	\$0.00	\$215,588.32	\$99,411.68	68%
108-521-70-9105	TRANSFER TO GENERAL FUND - LOAN PAYMEN	\$532,080.00	\$412,800.00	\$0.00	\$412,800.00	\$0.00	100%
	521 Total	\$730,210.44	\$727,800.00	\$0.00	\$628,647.71	\$99,152.29	86%
108-580-90-9902	CONTINGENCY -LAW ENFORCEMENT IMPACT F	\$0.00	\$1,162,200.00	\$0.00	\$0.00	\$1,162,200.00	0%
LAW ENFORCEMENT IMPACT FEES Expend Total		\$730,210.44	\$1,890,000.00	\$0.00	\$628,647.71	\$1,261,352.29	33%

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<i>Expend Account</i>	<i>Description</i>	<i>Prior Yr Expd</i>	<i>Budgeted</i>	<i>Curr Expd</i>	<i>YTD Expd</i>	<i>Balance</i>	<i>% Expd</i>
301-500-00-0000	CAPITAL IMPROVEMENT FUND	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
301-513-60-6201	CITY HALL HVAC PROJECT	\$0.00	\$450,000.00	\$0.00	\$298,679.75	\$151,320.25	66%
301-516-60-6301	DOWNTOWN MASTER PLAN PROJECTS	\$0.00	\$500,000.00	\$0.00	\$30,339.92	\$469,660.08	6%
301-516-60-6302	CITY PARKING FACILITIES REHAB	\$0.00	\$20,000.00	\$0.00	\$6,751.45	\$13,248.55	34%
301-516-60-6303	CITY SIGN AT TRAILWINDS	\$0.00	\$165,000.00	\$0.00	\$171,231.00	-\$6,231.00	104%
	516 Total	\$0.00	\$685,000.00	\$0.00	\$208,322.37	\$476,677.63	30%
301-541-60-6101	DRAINAGE PROJECT LAND ACQUISITION	\$0.00	\$100,000.00	\$0.00	\$2,547.17	\$97,452.83	3%
301-541-60-6201	PW BUILDING METAL ROOF REHAB	\$0.00	\$155,000.00	\$0.00	\$98,082.26	\$56,917.74	63%
301-541-60-6202	MUNICIPAL SERVICES COMPLEX PROJECT	\$0.00	\$3,640,000.00	\$284.00	\$2,601,476.94	\$1,038,523.06	71%
301-541-60-6301	PLEASANTDALE REHAB	\$0.00	\$890,000.00	\$0.00	\$19,450.00	\$870,550.00	2%
301-541-60-6302	BARWICK REHAB	\$0.00	\$890,000.00	\$0.00	\$63,860.90	\$826,139.10	7%
301-541-60-6303	OAK GROVE VILLAGE DRAINAGE IMPROVEMENT	\$0.00	\$50,000.00	\$0.00	\$0.00	\$50,000.00	0%
301-541-60-6304	PW PARKING FACILITIES REHAB	\$0.00	\$19,500.00	\$0.00	\$18,898.35	\$601.65	97%
301-541-60-6305	PAVEMENT PRESERVATION PLAN	\$0.00	\$800,000.00	\$0.00	\$251,757.40	\$548,242.60	31%
301-541-60-6306	CLAY DRAIN ROAD DESIGN	\$0.00	\$337,500.00	\$0.00	\$11,673.00	\$325,827.00	3%
	541 Total	\$0.00	\$6,882,000.00	\$284.00	\$3,067,746.02	\$3,814,253.98	45%
301-572-60-6201	MLK PARK CONCESSION STAND/RESTROOMS	\$0.00	\$200,000.00	\$0.00	\$17.09	\$199,982.91	0%
301-572-60-6202	BAKER HOUSE RESTROOMS	\$0.00	\$100,000.00	\$0.00	\$32,328.15	\$67,671.85	32%
301-572-60-6203	LAKE DEATON RESTROOMS	\$0.00	\$150,000.00	\$0.00	\$109,301.64	\$40,698.36	73%
301-572-60-6204	MILLENNIUM PARK STORAGE BARN	\$0.00	\$25,000.00	\$0.00	\$0.00	\$25,000.00	0%
301-572-60-6301	LAKE DEATON PARKING FACILITIES REHAB	\$0.00	\$12,000.00	\$0.00	\$10,213.15	\$1,786.85	85%
301-572-60-6302	MILLENNIUM PARK PHASE I IMPROVEMENTS	\$0.00	\$2,638,000.00	\$0.00	\$85,785.00	\$2,552,215.00	3%
	572 Total	\$0.00	\$3,125,000.00	\$0.00	\$237,645.03	\$2,887,354.97	8%
301-575-60-6301	COMMUNITY CENTER PARKING REHAB	\$0.00	\$23,000.00	\$0.00	\$21,834.35	\$1,165.65	95%
CAPITAL IMPROVEMENT FUND Expend Total		\$0.00	\$11,165,000.00	\$284.00	\$3,834,227.52	\$7,330,772.48	34%

<i>Revenue Account</i>	<i>Description</i>	<i>Prior Yr Rev</i>	<i>Anticipated</i>	<i>Curr Rev</i>	<i>YTD Rev</i>	<i>% Real</i>
401-343-3100	WATER SALES-OPERATING INCOME	\$2,827,242.24	\$2,840,000.00	\$0.00	\$2,005,424.83	71%

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<i>Revenue Account</i>	<i>Description</i>	<i>Prior Yr Rev</i>	<i>Anticipated</i>	<i>Curr Rev</i>	<i>YTD Rev</i>	<i>% Real</i>
401-343-3151	DEVELOPER OPERATIONAL REVENUE	\$230,000.00	\$0.00	\$0.00	\$0.00	0%
401-343-3500	WATER- METER INSTALLATIONS	\$221,276.81	\$40,000.00	\$0.00	\$98,518.64	246%
401-343-3510	WATER- OTHER (ON/OFF FEES)	\$39,983.80	\$30,000.00	\$0.00	\$26,245.00	87%
401-343-3520	WATER INCOME-OTHER	\$16,292.94	\$10,000.00	\$0.00	\$9,567.71	96%
401-343-3550	WATER UTILITY TAX	\$3.43	\$0.00	\$0.00	\$0.00	0%
401-343-4151	RE-ROUTE FEE	\$0.00	\$0.00	\$0.00	-\$28.75	0%
401-343-5100	SEWER OPERATING INCOME-BILLINGS	\$4,186,474.03	\$4,230,000.00	\$0.00	\$2,991,057.32	71%
401-343-5510	SEWER OTHER MISC	\$0.00	\$12,000.00	\$0.00	\$0.00	0%
401-343-5511	LAND LEASE-TURTLE MOUNT(TOWER)	\$16,715.50	\$12,000.00	\$0.00	\$13,150.50	110%
401-343-5520	TSS/COD WASTEWATER FEES	\$840,947.88	\$800,000.00	\$0.00	\$524,441.03	66%
401-343-6100	REUSE WATER OPERATIONS	\$73,205.80	\$50,000.00	\$0.00	\$82,717.45	165%
401-361-0000	INTEREST EARNINGS	\$6,143.65	\$5,000.00	\$0.00	\$10,588.98	212%
401-381-1007	TRANSFER FROM 2013 DEBT REFI CONST FUN	\$261,250.00	\$0.00	\$0.00	\$0.00	0%
401-381-1009	TRANSFER FROM WATER TIE FEE FUND	\$31.24	\$0.00	\$0.00	\$0.00	0%
401-381-1010	TRANSFER FROM SEWER TIE FEE FUND	\$2.50	\$0.00	\$0.00	\$0.00	0%
401-381-1011	TRANSFER FROM WATER SDC FUND	\$139,050.49	\$0.00	\$0.00	\$0.00	0%
401-381-1014	TRANSFER FROM SEWER SDC FUND	\$262,301.61	\$0.00	\$0.00	\$0.00	0%
UTILITY FUND Revenue Total		\$9,120,921.92	\$8,029,000.00	\$0.00	\$5,761,682.71	72%

<i>Expend Account</i>	<i>Description</i>	<i>Prior Yr Expd</i>	<i>Budgeted</i>	<i>Curr Expd</i>	<i>YTD Expd</i>	<i>Balance</i>	<i>% Expd</i>
401-530-00-0000	PHYSICAL ENVIRONMENT/ADMIN:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
401-530-10-1200	SALARIES	\$142,215.81	\$147,580.00	\$5,585.20	\$96,254.47	\$51,325.53	65%
401-530-10-1300	OVERTIME	\$10.07	\$1,000.00	\$0.00	\$0.00	\$1,000.00	0%
401-530-10-1500	SICK LEAVE	\$9,745.40	\$0.00	\$142.03	\$4,471.23	-\$4,471.23	0%
401-530-10-1600	VACATION PAY	\$6,110.71	\$0.00	\$0.00	\$6,768.62	-\$6,768.62	0%
401-530-10-1800	HOLIDAY PAY	\$5,809.05	\$0.00	\$0.00	\$4,270.94	-\$4,270.94	0%
401-530-10-2100	FICA EXPENSE	\$11,088.63	\$11,370.00	\$437.35	\$8,534.87	\$2,835.13	75%
401-530-10-2200	RETIREMENT	\$14,823.70	\$15,930.00	\$682.11	\$12,173.45	\$3,756.55	76%

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401-530-10-2210	BENEFIT ADMIN FEES	\$0.00	\$0.00	\$0.00	\$40.50	-\$40.50	0%
401-530-10-2300	LIFE & HEALTH INSURANCE	\$34,462.49	\$30,480.00	\$1,209.25	\$24,046.75	\$6,433.25	79%
401-530-10-2500	UNEMPLOYMENT COMPENSATION	\$0.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	0%
401-530-10-2600	WORKERS COMPENSATION INSURANCE	\$825.70	\$1,000.00	\$0.00	\$893.14	\$106.86	89%
401-530-30-3100	PROFESSIONAL SERVICES	\$4,263.78	\$1,000.00	\$0.00	\$772.50	\$227.50	77%
401-530-30-3200	ACCOUNTING & AUDITING FEES	\$18,000.00	\$15,000.00	\$0.00	\$18,500.00	-\$3,500.00	123%
401-530-30-3400	OTHER CONTRACTUAL SERVICES	\$15,836.37	\$22,120.00	\$0.00	\$6,966.14	\$15,153.86	31%
401-530-30-4000	TRAVEL & PER DIEM	\$0.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	0%
401-530-30-4100	TELEPHONE EXPENSE	\$5,442.66	\$2,300.00	\$0.00	\$3,409.04	-\$1,109.04	148%
401-530-30-4110	IT LICENSING / EQUIPMENT	\$6,523.23	\$26,300.00	\$0.00	\$14,294.28	\$12,005.72	54%
401-530-30-4200	POSTAGE/TRANSPORTATION FEES	\$23,762.80	\$30,000.00	\$0.00	\$16,455.55	\$13,544.45	55%
401-530-30-4300	UTILITIES EXPENSE	\$8,655.07	\$9,800.00	\$0.00	\$12,135.51	-\$2,335.51	124%
401-530-30-4400	RENTAL & LEASING	\$2,902.97	\$3,100.00	\$0.00	\$2,221.63	\$878.37	72%
401-530-30-4500	GENERAL INSURANCE	\$106,249.00	\$145,000.00	\$0.00	\$144,674.80	\$325.20	100%
401-530-30-4600	REPAIR & MAINTENANCE	\$15,286.01	\$18,100.00	\$187.50	\$7,657.11	\$10,442.89	42%
401-530-30-4900	MISC. EXPENSE & OTHER CURRENT	\$14,607.43	\$15,000.00	\$0.00	\$12,867.32	\$2,132.68	86%
401-530-30-5100	OFFICE SUPPLIES	\$811.47	\$2,500.00	\$0.00	\$609.83	\$1,890.17	24%
401-530-30-5200	OPERATING SUPPLIES	\$3,330.16	\$4,200.00	\$0.00	\$3,283.34	\$916.66	78%
401-530-30-5400	SUBSCRIPTIONS/DUES	\$37.50	\$500.00	\$0.00	\$37.50	\$462.50	8%
401-530-30-5500	TRAINING	\$702.00	\$3,000.00	\$0.00	\$2,808.00	\$192.00	94%
401-530-60-6300	CAPITAL IMPROVEMENT-OTHER	\$11,520.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
	530 Total	\$463,022.01	\$507,780.00	\$8,243.44	\$404,146.52	\$103,633.48	80%
401-533-00-0000	WATER DEPARTMENT:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
401-533-10-1200	SALARIES	\$483,843.54	\$692,220.00	\$23,983.46	\$422,992.80	\$269,227.20	61%
401-533-10-1250	ON CALL	\$7,800.00	\$7,800.00	\$300.00	\$6,150.00	\$1,650.00	79%
401-533-10-1300	OVERTIME	\$9,996.72	\$20,000.00	\$239.05	\$4,830.90	\$15,169.10	24%
401-533-10-1500	SICK LEAVE	\$14,909.29	\$0.00	\$270.37	\$12,346.25	-\$12,346.25	0%
401-533-10-1600	VACATION PAY	\$29,671.04	\$0.00	\$1,519.21	\$19,768.88	-\$19,768.88	0%

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401-533-10-1800	HOLIDAY PAY	\$18,383.27	\$0.00	\$304.73	\$16,602.24	-\$16,602.24	0%
401-533-10-1820	HOLIDAY PREMIUM	\$3,387.04	\$5,000.00	\$0.00	\$2,330.63	\$2,669.37	47%
401-533-10-2100	FICA EXPENSE	\$43,451.31	\$55,470.00	\$2,036.15	\$37,103.86	\$18,366.14	67%
401-533-10-2200	RETIREMENT	-\$53,195.44	\$78,450.00	\$3,170.05	\$52,848.19	\$25,601.81	67%
401-533-10-2210	BENEFIT ADMIN FEES	\$0.00	\$0.00	\$0.00	\$148.50	-\$148.50	0%
401-533-10-2300	LIFE & HEALTH INSURANCE	\$85,605.52	\$121,920.00	\$4,053.53	\$69,982.65	\$51,937.35	57%
401-533-10-2500	UNEMPLOYMENT COMPENSATION	\$695.90	\$2,500.00	\$0.00	\$0.00	\$2,500.00	0%
401-533-10-2600	WORKERS COMPENSATION INSURANCE	\$12,386.27	\$15,000.00	\$0.00	\$13,396.92	\$1,603.08	89%
401-533-30-3100	PROFESSIONAL SERVICES	\$41,045.81	\$125,000.00	\$0.00	\$76,144.86	\$48,855.14	61%
401-533-30-3400	OTHER CONTRACTUAL SERVICES	\$48,196.61	\$133,000.00	\$0.00	\$38,205.71	\$94,794.29	29%
401-533-30-3450	CLOTHING AND UNIFORMS	\$7,203.34	\$11,000.00	\$0.00	\$4,008.35	\$6,991.65	36%
401-533-30-4000	TRAVEL & PER DIEM	\$4,338.71	\$4,500.00	\$0.00	\$2,161.30	\$2,338.70	48%
401-533-30-4100	TELEPHONE EXPENSE	\$33,834.29	\$30,000.00	\$0.00	\$21,750.71	\$8,249.29	73%
401-533-30-4110	IT LICENSING / EQUIPMENT	\$9,594.34	\$44,500.00	\$0.00	\$5,915.83	\$38,584.17	13%
401-533-30-4200	POSTAGE/TRANSPORTATION FEES	\$1,357.21	\$1,500.00	\$0.00	\$2,015.54	-\$515.54	134%
401-533-30-4300	UTILITIES EXPENSE	\$118,782.93	\$120,000.00	\$0.00	\$88,153.13	\$31,846.87	73%
401-533-30-4400	RENTAL & LEASING	\$9,381.15	\$9,000.00	\$0.00	\$5,976.34	\$3,023.66	66%
401-533-30-4600	REPAIR & MAINTENANCE	\$84,920.77	\$80,000.00	\$0.00	\$91,990.94	-\$11,990.94	115%
401-533-30-4900	MISC. EXPENSE & OTHER CURRENT	\$4,956.05	\$7,500.00	\$0.00	\$0.00	\$7,500.00	0%
401-533-30-4960	BOOT ALLOWANCE	\$349.54	\$1,750.00	\$0.00	\$849.79	\$900.21	49%
401-533-30-5100	OFFICE SUPPLIES	\$3,409.89	\$4,000.00	\$0.00	\$2,870.37	\$1,129.63	72%
401-533-30-5200	OPERATING SUPPLIES	\$244,870.47	\$227,000.00	\$132.30	\$223,370.58	\$3,629.42	98%
401-533-30-5250	FUEL EXPENSE	\$33,988.43	\$25,000.00	\$0.00	\$31,033.75	-\$6,033.75	124%
401-533-30-5260	CHEMICALS	\$141,438.72	\$175,000.00	\$0.00	\$144,245.68	\$30,754.32	82%
401-533-30-5270	LABORATORY SAMPLES	\$17,165.00	\$50,000.00	\$0.00	\$11,060.00	\$38,940.00	22%
401-533-30-5400	SUBSCRIPTIONS/DUES	\$6,073.96	\$12,000.00	\$0.00	\$1,255.00	\$10,745.00	10%
401-533-30-5500	TRAINING	\$3,814.52	\$7,600.00	\$0.00	\$2,493.09	\$5,106.91	33%
401-533-60-6200	CAP. IMPROVEMENT-BUILDINGS	\$0.00	\$168,000.00	\$0.00	\$109,685.00	\$58,315.00	65%

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401-533-60-6300	CAPITAL IMPROVEMENT-OTHER	\$70,508.64	\$190,000.00	\$0.00	\$47,216.00	\$142,784.00	25%
401-533-60-6301	METER CHANGE OUT PROGRAM	\$99,889.04	\$100,000.00	\$0.00	\$0.00	\$100,000.00	0%
401-533-60-6350	LOOP/UPGRADE WATER MAINS	\$120,146.08	\$500,000.00	\$0.00	\$122,750.39	\$377,249.61	25%
401-533-60-6400	CAP. IMPROVEMENT-MACHINERY	\$4,370.98	\$152,350.00	\$0.00	\$118,778.00	\$33,572.00	78%
401-533-60-6681	LEASE PURCHASE PRINCIPAL PMT	\$0.00	\$17,730.00	\$0.00	\$0.00	\$17,730.00	0%
401-533-60-6691	LEASE PURCHASE INTEREST PMT	\$0.00	\$3,870.00	\$0.00	\$0.00	\$3,870.00	0%
401-533-70-7310	CR 468 UPGRADE COLEMAN/FENNEY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
401-533-70-7319	CR 209 WATER MAIN EXTENSION	\$0.00	\$1,500,000.00	\$0.00	\$640,676.56	\$859,323.44	43%
	533 Total	\$1,766,570.94	\$4,698,660.00	\$36,008.85	\$2,451,108.74	\$2,247,551.26	52%
401-535-00-0000	WASTEWATER DEPARTMENT:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
401-535-10-1200	SALARIES	\$649,725.71	\$885,400.00	\$27,031.02	\$528,090.61	\$357,309.39	60%
401-535-10-1250	ON CALL	\$7,875.00	\$11,700.00	\$450.00	\$8,625.00	\$3,075.00	74%
401-535-10-1300	OVERTIME	\$9,549.87	\$20,000.00	\$430.26	\$6,822.42	\$13,177.58	34%
401-535-10-1500	SICK LEAVE	\$52,133.54	\$0.00	\$1,103.19	\$36,002.38	-\$36,002.38	0%
401-535-10-1600	VACATION PAY	\$42,603.20	\$0.00	\$1,334.81	\$36,236.39	-\$36,236.39	0%
401-535-10-1800	HOLIDAY PAY	\$25,316.85	\$0.00	\$0.00	\$20,957.49	-\$20,957.49	0%
401-535-10-1820	HOLIDAY PREMIUM	\$7,360.52	\$9,000.00	\$0.00	\$6,008.13	\$2,991.87	67%
401-535-10-2100	FICA EXPENSE	\$61,222.47	\$70,850.00	\$2,321.75	\$49,411.03	\$21,438.97	70%
401-535-10-2200	RETIREMENT	\$84,882.47	\$100,210.00	\$3,727.16	\$72,429.97	\$27,780.03	72%
401-535-10-2210	BENEFIT ADMIN FEES	\$0.00	\$0.00	\$0.00	\$139.50	-\$139.50	0%
401-535-10-2300	LIFE & HEALTH INSURANCE	\$111,188.29	\$144,780.00	\$5,040.32	\$97,233.98	\$47,546.02	67%
401-535-10-2500	UNEMPLOYMENT COMPENSATION	\$5,848.70	\$2,500.00	\$0.00	\$0.00	\$2,500.00	0%
401-535-10-2600	WORKERS COMPENSATION INSURANCE	\$24,772.64	\$30,000.00	\$0.00	\$26,793.74	\$3,206.26	89%
401-535-30-3100	PROFESSIONAL SERVICES	\$55,239.01	\$150,000.00	\$0.00	\$56,631.36	\$93,368.64	38%
401-535-30-3400	OTHER CONTRACTUAL SERVICES	\$60,457.78	\$125,000.00	\$0.00	\$42,179.49	\$82,820.51	34%
401-535-30-3450	CLOTHING AND UNIFORMS	\$7,484.72	\$11,000.00	\$0.00	\$5,758.19	\$5,241.81	52%
401-535-30-4000	TRAVEL & PER DIEM	\$1,780.71	\$4,500.00	\$0.00	-\$1,011.54	\$5,511.54	-22%
401-535-30-4100	TELEPHONE EXPENSE	\$12,733.14	\$19,040.00	\$0.00	\$9,559.44	\$9,480.56	50%

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<i>Expend Account</i>	<i>Description</i>	<i>Prior Yr Expd</i>	<i>Budgeted</i>	<i>Curr Expd</i>	<i>YTD Expd</i>	<i>Balance</i>	<i>% Expd</i>
401-535-30-4110	IT LICENSING / EQUIPMENT	\$14,991.43	\$45,100.00	\$0.00	\$9,622.40	\$35,477.60	21%
401-535-30-4200	POSTAGE/TRANSPORTATION FEES	\$203.88	\$1,500.00	\$21.13	\$345.86	\$1,154.14	23%
401-535-30-4300	UTILITIES EXPENSE	\$267,478.26	\$250,000.00	\$0.00	\$216,002.47	\$33,997.53	86%
401-535-30-4400	RENTAL & LEASING	\$1,621.81	\$2,000.00	\$8.00	\$2,317.12	-\$317.12	116%
401-535-30-4600	REPAIR & MAINTENANCE	\$234,472.68	\$175,000.00	\$112.19	\$241,141.41	-\$66,141.41	138%
401-535-30-4900	MISC. EXPENSE & OTHER CURRENT	\$2,550.00	\$5,000.00	\$0.00	\$1,740.11	\$3,259.89	35%
401-535-30-4940	LANDFILL DISPOSAL FEES	\$60,911.36	\$96,000.00	\$0.00	\$62,155.33	\$33,844.67	65%
401-535-30-4960	BOOT ALLOWANCE	\$390.94	\$2,800.00	\$0.00	\$540.71	\$2,259.29	19%
401-535-30-5100	OFFICE SUPPLIES	\$3,620.31	\$4,000.00	\$0.00	\$3,204.68	\$795.32	80%
401-535-30-5200	OPERATING SUPPLIES	\$117,989.35	\$100,000.00	\$3,384.25	\$135,463.93	-\$35,463.93	135%
401-535-30-5250	FUEL EXPENSE	\$31,870.11	\$30,000.00	\$0.00	\$23,166.32	\$6,833.68	77%
401-535-30-5260	CHEMICALS	\$75,149.12	\$90,000.00	\$2,569.31	\$70,889.76	\$19,110.24	79%
401-535-30-5270	LABORATORY SAMPLES	\$50,472.38	\$55,000.00	\$0.00	\$31,298.88	\$23,701.12	57%
401-535-30-5400	SUBSCRIPTIONS/DUES	\$1,471.13	\$4,000.00	\$0.00	\$370.00	\$3,630.00	9%
401-535-30-5500	TRAINING	\$2,996.00	\$7,600.00	\$0.00	\$845.00	\$6,755.00	11%
401-535-60-6200	CAP. IMPROVEMENT-BUILDINGS	\$0.00	\$6,000.00	\$0.00	\$6,830.00	-\$830.00	114%
401-535-60-6250	LIFT STATION UPGRADES	\$331,041.52	\$268,400.00	\$0.00	\$33,500.00	\$234,900.00	12%
401-535-60-6300	CAPITAL IMPROVEMENT-OTHER	\$0.00	\$331,420.00	\$0.00	\$245,875.64	\$85,544.36	74%
401-535-60-6310	MILLENNIUM PARK PROJECT	\$0.00	\$250,000.00	\$0.00	\$60,695.00	\$189,305.00	24%
401-535-60-6400	CAP. IMPROVEMENT-MACHINERY	\$0.00	\$315,940.00	\$0.00	\$33,499.00	\$282,441.00	11%
401-535-60-6610	SEWER SYSTEM RENEWAL AND REPLACEMEN	\$162,260.14	\$500,000.00	\$0.00	\$57,664.80	\$442,335.20	12%
401-535-60-6681	LEASE PURCHASE PRINCIPAL PMT	\$0.00	\$71,500.00	\$0.00	\$71,491.17	\$8.83	100%
401-535-60-6691	LEASE PURCHASE INTEREST PMT	\$17,008.74	\$13,200.00	\$0.00	\$13,107.50	\$92.50	99%
401-535-60-6770	SR 44 FM / CCC DECOMMISSIONING	\$0.00	\$1,500,000.00	\$0.00	\$432,096.00	\$1,067,904.00	29%
401-535-70-7302	BUENA VISTA FORCEMAIN	\$77.50	\$350,000.00	\$0.00	\$0.00	\$350,000.00	0%
401-535-70-7303	WILDWOOD ESTATES LS	\$0.00	\$400,000.00	\$0.00	\$7,884.00	\$392,116.00	2%
	535 Total	\$2,596,751.28	\$6,458,440.00	\$47,533.39	\$2,763,614.67	\$3,694,825.33	43%
401-580-90-0000	CONTINGENCY:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%

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401-580-90-9912	CONTIN- WATER SEWER-REFUSE	\$0.00	\$4,014,630.00	\$0.00	\$0.00	\$4,014,630.00	0%
	580 Total	\$0.00	\$4,014,630.00	\$0.00	\$0.00	\$4,014,630.00	0%
401-582-00-0000	DEBT SERVICE:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
401-582-30-5900	DEPRECIATION	\$2,439,861.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
401-582-30-5920	BAD DEBT EXPENSE	\$153,263.39	\$0.00	\$0.00	\$0.00	\$0.00	0%
401-582-70-7100	SUMTER SCHOOL BOARD LEASE PURCHASE	\$0.00	\$170,000.00	\$0.00	\$170,000.00	\$0.00	100%
401-582-70-7103	DBT SRV.-SRF LOAN PRIN-2007	\$0.00	\$333,850.00	\$0.00	\$166,051.54	\$167,798.46	50%
401-582-70-7104	DEBT SRV-PRINCIPAL-2013 REFINANCE	\$0.00	\$274,000.00	\$0.00	\$274,000.00	\$0.00	100%
401-582-70-7106	DEBT SERV-2016 CONTINENTAL LOAN (BB&T)	\$0.00	\$105,050.00	\$0.00	\$105,048.62	\$1.38	100%
401-582-70-7204	INT EXP.-SRF LOAN-3 (2007)	\$88,872.97	\$46,100.00	\$0.00	\$23,905.90	\$22,194.10	52%
401-582-70-7205	DEBT SVC.-INTEREST-2013 REFINANCE	\$11,508.90	\$2,320.00	\$0.00	\$2,315.30	\$4.70	100%
401-582-70-7206	DEBT SERV-INTERST-2016 CONTINENTAL (BBT)	\$15,776.82	\$29,600.00	\$0.00	\$29,566.42	\$33.58	100%
	582 Total	\$2,709,283.08	\$960,920.00	\$0.00	\$770,887.78	\$190,032.22	80%
	UTILITY FUND Expend Total	\$7,535,627.31	\$16,640,430.00	\$91,785.68	\$6,389,757.71	\$10,250,672.29	38%

<i>Revenue Account</i>	<i>Description</i>	<i>Prior Yr Rev</i>	<i>Anticipated</i>	<i>Curr Rev</i>	<i>YTD Rev</i>	<i>% Real</i>
402-334-3102	STATE APPROPRIATION - CR 209 WATER MAIN	\$118,750.00	\$0.00	\$0.00	\$197,033.60	0%
402-361-0000	INTEREST	\$253.20	\$1,000.00	\$0.00	\$2,521.27	252%
	CAPITAL PROJECTS (LOAN/GRANT) Revenue Total	\$119,003.20	\$1,000.00	\$0.00	\$199,554.87	19,955%

<i>Expend Account</i>	<i>Description</i>	<i>Prior Yr Expd</i>	<i>Budgeted</i>	<i>Curr Expd</i>	<i>YTD Expd</i>	<i>Balance</i>	<i>% Expd</i>
402-536-70-7350	CR 209 WATER MAIN EXTENSION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
402-536-70-7351	CR 501 WTP UPGRADES CONSTRUCTION	\$0.00	\$3,000,000.00	\$0.00	\$0.00	\$3,000,000.00	0%
402-536-70-7352	MILLENNIUM PARK REUSE PROJECT	\$0.00	\$3,000,000.00	\$0.00	\$0.00	\$3,000,000.00	0%
	536 Total	\$0.00	\$6,000,000.00	\$0.00	\$0.00	\$6,000,000.00	0%
402-580-90-9913	CONTINGENCY - CONSTRUCTION FUND	\$0.00	\$290,000.00	\$0.00	\$0.00	\$290,000.00	0%
402-581-90-9101	TRANSFER TO W/S REVENUE FUND	\$261,250.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
	CAPITAL PROJECTS (LOAN/GRANT) Expend Total	\$261,250.00	\$6,290,000.00	\$0.00	\$0.00	\$6,290,000.00	0%

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<u>Expend Account</u>	<u>Description</u>	<u>Prior Yr Expd</u>	<u>Budgeted</u>	<u>Curr Expd</u>	<u>YTD Expd</u>	<u>Balance</u>	<u>% Expd</u>
<u>Revenue Account</u>	<u>Description</u>	<u>Prior Yr Rev</u>	<u>Anticipated</u>	<u>Curr Rev</u>	<u>YTD Rev</u>		<u>% Real</u>
403-361-0000	INTEREST EARNINGS	\$20.09	\$145.00	\$0.00		\$59.62	41%
INDUSTRIAL FUND Revenue Total		\$20.09	\$145.00	\$0.00		\$59.62	41%

<u>Expend Account</u>	<u>Description</u>	<u>Prior Yr Expd</u>	<u>Budgeted</u>	<u>Curr Expd</u>	<u>YTD Expd</u>	<u>Balance</u>	<u>% Expd</u>
403-552-00-0000	INDUSTRIAL PARK:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
403-552-30-3100	PROFESSIONAL SERVICES	\$0.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	0%
403-552-30-4900	MISC. EXPENSE & OTHER CURRENT	\$0.00	\$0.00	\$0.00	\$13.19	-\$13.19	0%
403-552-30-4980	DEPRECIATION EXPENSE	\$6,607.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
	552 Total	\$6,607.00	\$1,000.00	\$0.00	\$13.19	\$986.81	1%
403-580-90-9999	CONTINGENCY	\$0.00	\$71,545.00	\$0.00	\$0.00	\$71,545.00	0%
403-581-00-0000	INDUSTRIAL PARK:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
403-581-00-0100	TRANSFER TO GENERAL FUND	\$10,000.00	\$10,000.00	\$0.00	\$10,000.00	\$0.00	100%
	581 Total	\$10,000.00	\$10,000.00	\$0.00	\$10,000.00	\$0.00	100%
INDUSTRIAL FUND Expend Total		\$16,607.00	\$82,545.00	\$0.00	\$10,013.19	\$72,531.81	12%

<u>Revenue Account</u>	<u>Description</u>	<u>Prior Yr Rev</u>	<u>Anticipated</u>	<u>Curr Rev</u>	<u>YTD Rev</u>	<u>% Real</u>
404-343-3501	WATER SYSTEM CONNECTION FEES	\$40,813.56	\$15,000.00	\$0.00	\$7,412.21	49%
404-361-0000	INTEREST	\$47.95	\$0.00	\$0.00	\$33.00	0%
WATER CONNECTION FEES Revenue Total		\$40,861.51	\$15,000.00	\$0.00	\$7,445.21	50%

<u>Expend Account</u>	<u>Description</u>	<u>Prior Yr Expd</u>	<u>Budgeted</u>	<u>Curr Expd</u>	<u>YTD Expd</u>	<u>Balance</u>	<u>% Expd</u>
404-533-30-4900	MISC. EXPENSE & OTHER CURRENT	\$1,114.39	\$0.00	\$0.00	\$241.39	-\$241.39	0%
404-533-70-7351	CR 501 IRON FILTRATION PLANT UPGRADES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
404-533-70-7352	ASHLEY WTP PROJECT	\$0.00	\$380,000.00	\$0.00	\$9,107.29	\$370,892.71	2%
	533 Total	\$1,114.39	\$380,000.00	\$0.00	\$9,348.68	\$370,651.32	2%
404-580-90-9909	CONTINGENCY - WATER CONNECTION FEES	\$0.00	\$135,000.00	\$0.00	\$0.00	\$135,000.00	0%

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<u>Expend Account</u>	<u>Description</u>	<u>Prior Yr Expd</u>	<u>Budgeted</u>	<u>Curr Expd</u>	<u>YTD Expd</u>	<u>Balance</u>	<u>% Expd</u>
WATER CONNECTION FEES Expend Total		\$1,114.39	\$515,000.00	\$0.00	\$9,348.68	\$505,651.32	2%

<u>Expend Account</u>	<u>Description</u>	<u>Prior Yr Expd</u>	<u>Budgeted</u>	<u>Curr Expd</u>	<u>YTD Expd</u>	<u>Balance</u>	<u>% Expd</u>
405-533-30-4900	MISC. EXPENSE & OTHER CURRENT	\$7.35	\$0.00	\$0.00	\$0.00	\$0.00	0%
405-533-70-7338	CR 468 UPGRADE - COLEMAN/FINNEY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
533 Total		\$7.35	\$0.00	\$0.00	\$0.00	\$0.00	0%
405-580-90-9908	CONTINGENCY - WATER TIE FEES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
405-581-90-9101	TRANSFER TO W/S FUND	\$31.24	\$0.00	\$0.00	\$0.00	\$0.00	0%
WATER TIE FEES Expend Total		\$38.59	\$0.00	\$0.00	\$0.00	\$0.00	0%

<u>Revenue Account</u>	<u>Description</u>	<u>Prior Yr Rev</u>	<u>Anticipated</u>	<u>Curr Rev</u>	<u>YTD Rev</u>	<u>% Real</u>
406-343-5500	SEWER TAP CONNECTION FEES	\$86,622.75	\$15,000.00	\$0.00	\$15,731.69	105%
406-361-0000	INTEREST	\$34.16	\$0.00	\$0.00	\$25.42	0%
WASTEWATER CONNECTION FEES Revenue Total		\$86,656.91	\$15,000.00	\$0.00	\$15,757.11	105%

<u>Expend Account</u>	<u>Description</u>	<u>Prior Yr Expd</u>	<u>Budgeted</u>	<u>Curr Expd</u>	<u>YTD Expd</u>	<u>Balance</u>	<u>% Expd</u>
406-535-00-0000	SEWER TAP CONNECTION FEES:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
406-535-30-4900	MISC. EXPENSE & OTHER CURRENT	\$364.50	\$0.00	\$0.00	\$241.20	-\$241.20	0%
406-535-60-6392	WWTF CLARIFIER DEMO/CONSTRUCTION-DES	\$0.00	\$200,000.00	\$0.00	\$0.00	\$200,000.00	0%
406-535-60-6393	WILDWOOD ESTATES LS	\$0.00	\$120,000.00	\$0.00	\$0.00	\$120,000.00	0%
535 Total		\$364.50	\$320,000.00	\$0.00	\$241.20	\$319,758.80	0%
406-580-90-5006	CONTINGENCY - WASTEWATER CONNECTION	\$0.00	\$80,000.00	\$0.00	\$0.00	\$80,000.00	0%
WASTEWATER CONNECTION FEES Expend Total		\$364.50	\$400,000.00	\$0.00	\$241.20	\$399,758.80	0%

<u>Revenue Account</u>	<u>Description</u>	<u>Prior Yr Rev</u>	<u>Anticipated</u>	<u>Curr Rev</u>	<u>YTD Rev</u>	<u>% Real</u>
407-361-0000	INTEREST	\$27.00	\$0.00	\$0.00	\$0.00	0%
WASTEWATER TIE FEES Revenue Total		\$27.00	\$0.00	\$0.00	\$0.00	0%

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<u>Expend Account</u>	<u>Description</u>	<u>Prior Yr Expd</u>	<u>Budgeted</u>	<u>Curr Expd</u>	<u>YTD Expd</u>	<u>Balance</u>	<u>% Expd</u>
407-535-00-0000	WASTEWATER TIE FEES:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
407-535-30-3401	DEVELOPER REIMBURSEMENTS	\$98,983.82	\$0.00	\$0.00	\$0.00	\$0.00	0%
	535 Total	\$98,983.82	\$0.00	\$0.00	\$0.00	\$0.00	0%
407-580-90-5004	CONTINGENCY - WASTEWATER TIE FEES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
407-581-90-9101	TRANSFER TO W/S FUND	\$2.50	\$0.00	\$0.00	\$0.00	\$0.00	0%
	WASTEWATER TIE FEES Expend Total	\$98,986.32	\$0.00	\$0.00	\$0.00	\$0.00	0%

<u>Revenue Account</u>	<u>Description</u>	<u>Prior Yr Rev</u>	<u>Anticipated</u>	<u>Curr Rev</u>	<u>YTD Rev</u>	<u>% Real</u>
408-343-3560	WATER SDC FEES	\$1,554,154.24	\$1,500,000.00	\$0.00	\$1,431,616.06	95%
408-361-0000	INTEREST EARNED	\$188.26	\$100.00	\$0.00	\$191.45	191%
	WATER SDC FEES Revenue Total	\$1,554,342.50	\$1,500,100.00	\$0.00	\$1,431,807.51	95%

<u>Expend Account</u>	<u>Description</u>	<u>Prior Yr Expd</u>	<u>Budgeted</u>	<u>Curr Expd</u>	<u>YTD Expd</u>	<u>Balance</u>	<u>% Expd</u>
408-533-30-3401	DEVELOPER REIMBURSEMENTS	\$487,606.40	\$0.00	\$0.00	\$0.00	\$0.00	0%
408-533-30-4900	MISC. EXPENSE & OTHER CURRENT	\$92,830.75	\$0.00	\$0.00	\$251.68	-\$251.68	0%
408-533-70-7351	CR 501 IRON FILTRATION PLANT UPGRADES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
408-533-70-7352	ASHLEY WTP UPGRADES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
408-533-70-7353	US 301/SR 44 UTILITY RELOCATION	\$15,000.00	\$150,000.00	\$0.00	\$0.00	\$150,000.00	0%
	533 Total	\$595,437.15	\$150,000.00	\$0.00	\$251.68	\$149,748.32	0%
408-580-90-9914	CONTINGENCY - WATER SDC FUND	\$0.00	\$3,629,450.00	\$0.00	\$0.00	\$3,629,450.00	0%
408-581-90-9101	TRANSFER TO W/S FUND	\$139,050.49	\$0.00	\$0.00	\$0.00	\$0.00	0%
408-582-70-7107	SRF PRINCIPAL - OXFORD WTP	\$0.00	\$219,100.00	\$0.00	\$109,299.67	\$109,800.33	50%
408-582-70-7207	SRF INTEREST - OXFORD WTP	\$38,728.11	\$36,950.00	\$0.00	\$18,715.13	\$18,234.87	51%
	582 Total	\$38,728.11	\$256,050.00	\$0.00	\$128,014.80	\$128,035.20	50%
	WATER SDC FEES Expend Total	\$773,215.75	\$4,035,500.00	\$0.00	\$128,266.48	\$3,907,233.52	3%

<u>Revenue Account</u>	<u>Description</u>	<u>Prior Yr Rev</u>	<u>Anticipated</u>	<u>Curr Rev</u>	<u>YTD Rev</u>	<u>% Real</u>
409-343-5560	WASTEWATER SDC FEES	\$2,704,699.33	\$2,500,000.00	\$0.00	\$2,531,408.41	101%

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409-361-0000	INTEREST EARNED	\$340.85	\$100.00	\$0.00	\$386.62	387%
WASTEWATER SDC FEES Revenue Total		\$2,705,040.18	\$2,500,100.00	\$0.00	\$2,531,795.03	101%

<u>Expend Account</u>	<u>Description</u>	<u>Prior Yr Expd</u>	<u>Budgeted</u>	<u>Curr Expd</u>	<u>YTD Expd</u>	<u>Balance</u>	<u>% Expd</u>
409-535-30-3401	DEVELOPER REIMBURSEMENTS	\$691,206.94	\$0.00	\$0.00	\$0.00	\$0.00	0%
409-535-30-4900	MISC. EXPENSE & OTHER CURRENT	\$379.98	\$0.00	\$0.00	\$255.97	-\$255.97	0%
409-535-70-7345	SR 44 FORCEMAIN PROJECT	-\$78.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
409-535-70-7346	WWTP FACILITY PLAN	\$0.00	\$0.00	\$0.00	\$38,771.25	-\$38,771.25	0%
409-535-70-7349	MISC CAPACITY IMPROVEMENTS	\$0.00	\$125,000.00	\$0.00	\$0.00	\$125,000.00	0%
409-535-70-7354	CONTINENTAL COUNTRY CLUB DECOMMISSIO	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
409-535-70-7355	BRIDGE CROSSING PROJECT	\$0.00	\$215,000.00	\$0.00	\$32,760.00	\$182,240.00	15%
409-535-70-7356	WWTF BIOSOLIDS IMPROVEMENTS-DESIGN	\$0.00	\$400,000.00	\$0.00	\$0.00	\$400,000.00	0%
535 Total		\$691,508.92	\$740,000.00	\$0.00	\$71,787.22	\$668,212.78	10%
409-580-90-9915	CONTINGENCY - WASTEWATER SDC FUND	\$0.00	\$5,884,505.00	\$0.00	\$0.00	\$5,884,505.00	0%
409-581-90-9101	TRANSFER TO W/S REVENUE FUND	\$262,301.61	\$0.00	\$0.00	\$0.00	\$0.00	0%
409-582-70-7101	DBT SERV-SRF CRC09 FORCEMAIN DESIGN PF	\$0.00	\$4,355.00	\$0.00	\$2,150.57	\$2,204.43	49%
409-582-70-7102	DBT SRV-SRF CR209 FM CONSTRUCTION PRIN	\$0.00	\$69,770.00	\$0.00	\$69,767.37	\$2.63	100%
409-582-70-7200	INTEREST EXPENSE-CR209 FM SRF CONSTRU	\$372.37	\$355.00	\$0.00	\$351.43	\$3.57	99%
409-582-70-7202	INT EXP.-SRF DESIGN LOAN-CR209 FORCEMAII	\$1,218.04	\$1,115.00	\$0.00	\$582.54	\$532.46	52%
582 Total		\$1,590.41	\$75,595.00	\$0.00	\$72,851.91	\$2,743.09	96%
WASTEWATER SDC FEES Expend Total		\$955,400.94	\$6,700,100.00	\$0.00	\$144,639.13	\$6,555,460.87	2%

<u>Revenue Account</u>	<u>Description</u>	<u>Prior Yr Rev</u>	<u>Anticipated</u>	<u>Curr Rev</u>	<u>YTD Rev</u>	<u>% Real</u>
601-351-2000	CONFISCATED PROPERTY	\$0.00	\$1,500.00	\$0.00	\$0.00	0%
601-361-0000	INTEREST	\$0.12	\$10.00	\$0.00	\$26.45	264%
LAW ENFORCEMENT FUND Revenue Total		\$0.12	\$1,510.00	\$0.00	\$26.45	2%

<u>Expend Account</u>	<u>Description</u>	<u>Prior Yr Expd</u>	<u>Budgeted</u>	<u>Curr Expd</u>	<u>YTD Expd</u>	<u>Balance</u>	<u>% Expd</u>
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CITY OF WILLOWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING JULY 11 2022

12:50 PM

601-521-00-0000	LAW ENFORCEMENT TRUST:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
601-521-30-4900	MISC. EXPENSE & OTHER CURRENT	\$45.11	\$0.00	\$0.00	\$36.22	-\$36.22	0%
	521 Total	\$45.11	\$0.00	\$0.00	\$36.22	-\$36.22	0%
601-580-90-9999	CONTINGENCY	\$0.00	\$52,710.00	\$0.00	\$0.00	\$52,710.00	0%
	LAW ENFORCEMENT FUND Expend Total	\$45.11	\$52,710.00	\$0.00	\$36.22	\$52,673.78	0%

EXECUTIVE SUMMARY

REQUESTED ACTION: Special Magistrate recommends approval.

Effective Date: _____ Termination Date: _____
Managing Division/Department: _____

HISTORY/FACTS/ISSUES:

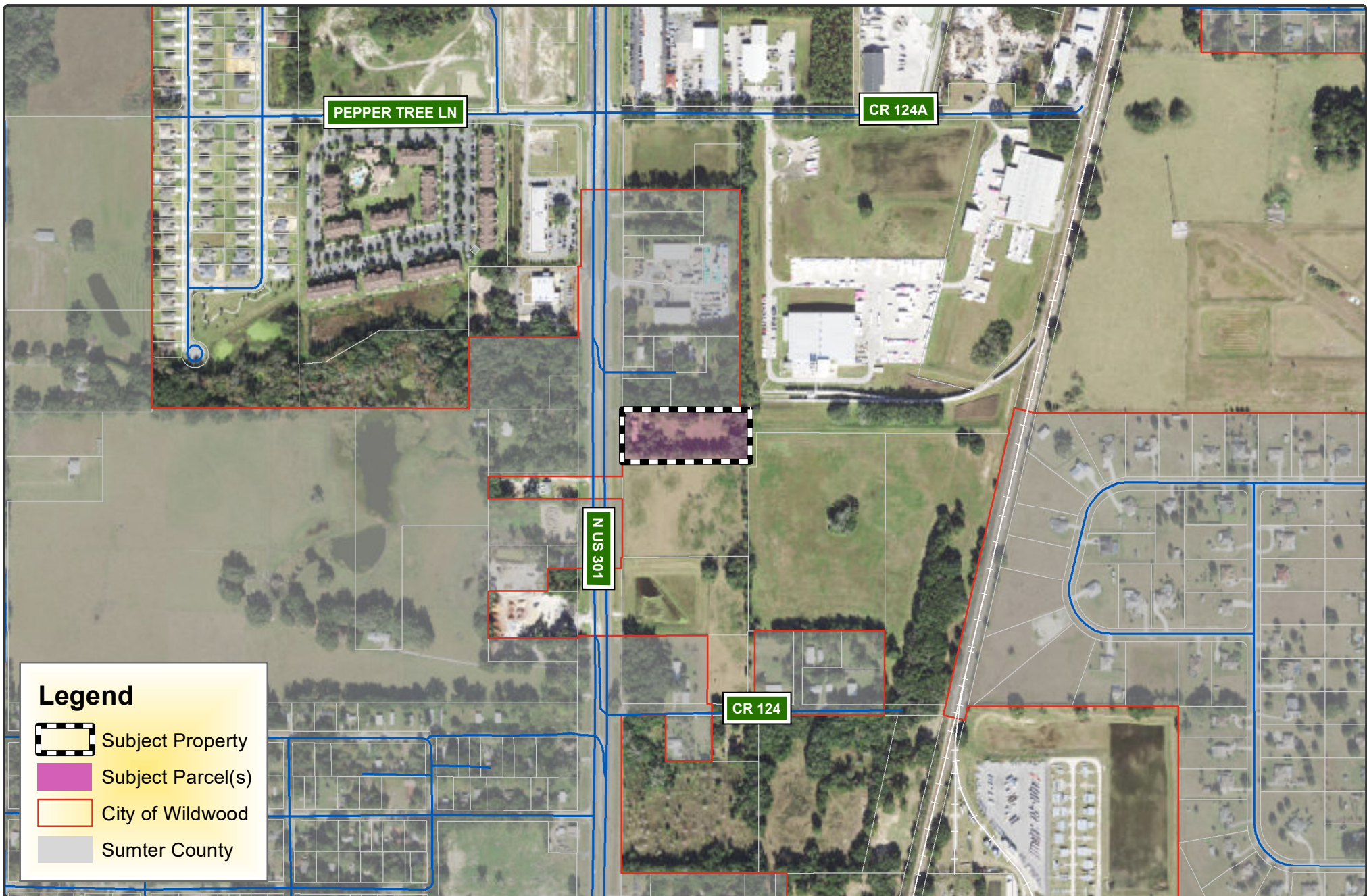
Parcel Number: D29A017

Property Location: The subject property is generally located 0.46 miles north of E C 462 and 0.25 miles south of Peppertree Terrace on the east side of N US 301.

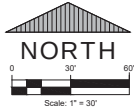
The applicant seeks approval from the City Commission for the construction of a 4,711 sq. ft. law office building and a 4,880 sq. ft. professional office building with four (4) units.

Kyla Luna

Kyla Luna
Planner, Development Services



 WILDWOOD FLORIDA	CITY OF WILDWOOD 100 North Main Street Wildwood, FL 34785 Phone: (352) 330-1330 www.wildwood-fl.gov		SP 2112-002 WILDWOOD PROFESSIONAL PLAZA PARCEL D29A017		MAP 1B LOCATION MAP DECEMBER 2021
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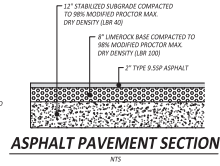
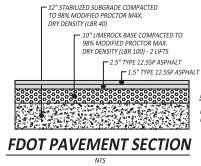


DISTRICT REGULATIONS:

ZONINGS:	C-3
MAX. FAR:	0.5
MAX. ISR (%):	75
MIN. OPEN SPACE (%):	20
MIN. SETBACKS (FT)	
FRONT	25
REAR	15
SIDE	15

PARKING REQUIREMENTS:

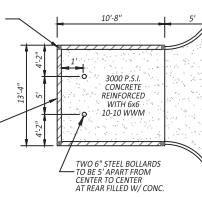
OFFICE:	3.0 SPACES/1,000 SF GFA
9,591 SF x (3.0/1,000) =	28.8 SPACES = 29 SPACES
SPACES PROVIDED	= 2 HC SPACES
	38 REG. SPACES
	40 TOTAL SPACES



SITE PLAN NOTES:

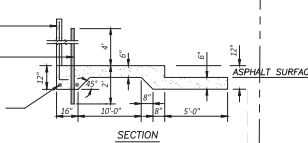
1. THE PROPOSED BUILDINGS WILL BE USED AS OFFICE BUILDINGS FOR LAW FIRM PRACTICE AND OTHER PROFESSIONALS.
2. THE PROPOSED OFFICE BUILDINGS WILL BE SINGLE-STORY WITH A MAXIMUM BUILDING HEIGHT OF 26'-0".
3. THE PROJECTED NUMBER OF EMPLOYEES AT BUILDOUT IS 25.

#5 VERTICAL REBAR
AT CORNERS (TYP.)



PLAN

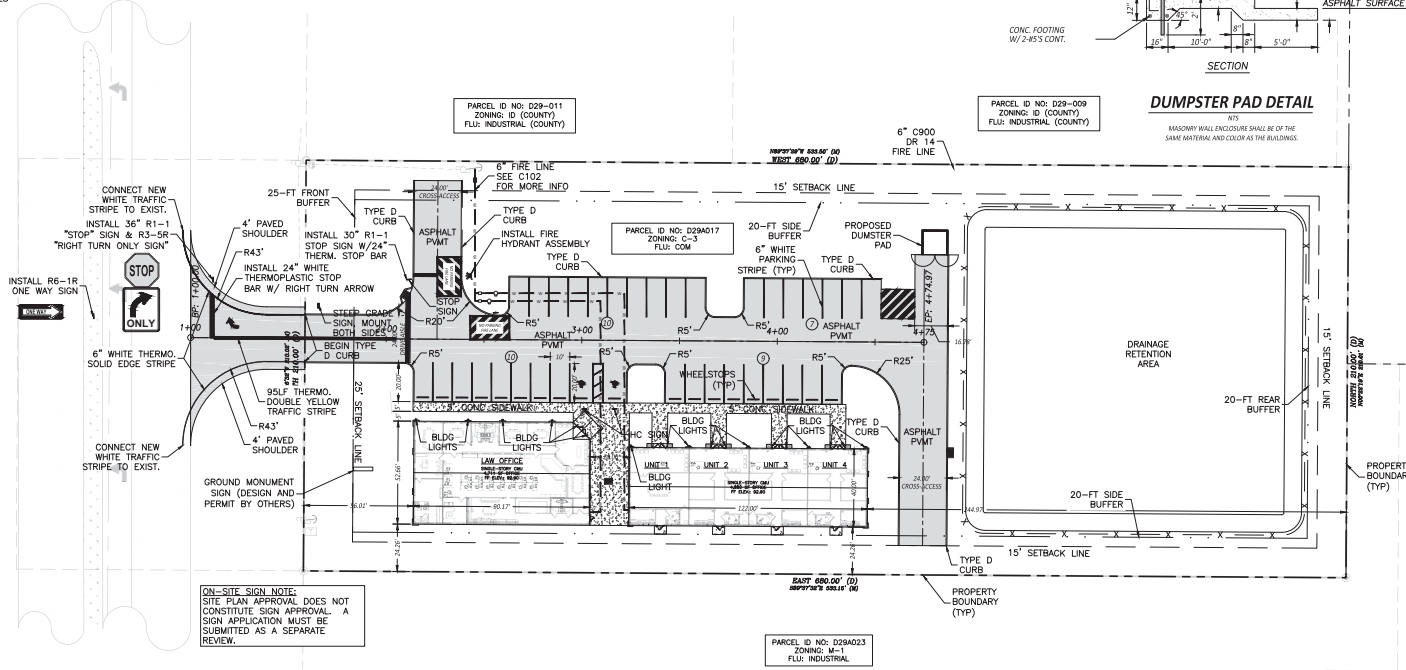
6\"/>



SECTION

DUMPSTER PAD DETAIL

MASONRY WALL ENCLOSURE SHALL BE OF THE SAME MATERIAL AND COLOR AS THE BUILDINGS.



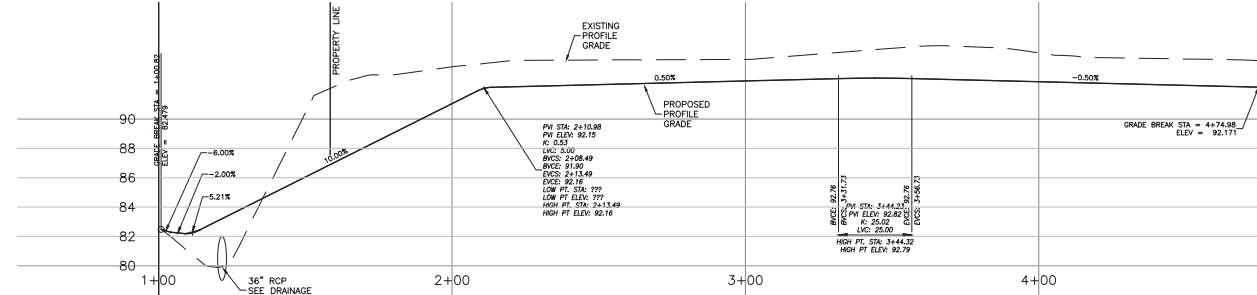
ON-SITE SIGN NOTE:
SITE PLAN APPROVAL DOES NOT
CONSTITUTE SIGN APPROVAL. A
SIGN APPLICATION MUST BE
SUBMITTED AS A SEPARATE
REVIEW.

SITE PLAN LEGEND

- PROPOSED BUILDINGS
- PROPOSED PAVEMENT
- PROPOSED CONCRETE
- PROPOSED CURB
- PROPOSED SIGNAGE
- PROPOSED SETBACK/EASEMENT
- HANDICAP SYMBOL
- UNINTERRUPTED PARKING SPACES

DRIVEWAY PROFILE

SCALE: 1" = 20'



INFINITE ENGINEERING

240 SW 4TH STREET, SUITE A
MIAMI, FLORIDA 33135
(305) 521-4455
WWW.BARRYEDWARDONEIL.COM
OFFICE OF BARRY E. O'NEIL

PROJECT TITLE

A CITY OF WILDWOOD SITE PLAN FOR
WILDWOOD PROFESSIONAL PLAZA
9481 N US 301
WILDWOOD, FLORIDA 34785

SHEET TITLE

SITE PLAN

CLIENT INFORMATION

WILDWOOD PROFESSIONAL PLAZA, LLC
11294 US HWY 301
OCELOCH, FLORIDA 34484
(888) 755-8153
KCOLAVITO@WILDMORHLAW.COM

SUBCONSULTANTS

ENGINEER OF RECORD

BARRY EDWARD O'NEIL, P.E.
FLORIDA PROFESSIONAL ENGINEER
FL RE NUMBER 54095

ISSUE DATE

November 17, 2021

PROJECT NUMBER

2021-134

REVISIONS	
DATE	DESCRIPTION
3/22	CITY COMMENTS
4/22	CITY COMMENTS
5/22	CITY COMMENTS

SHEET DESIGNATION

C100

SHEET

5 OF 11

City of Wildwood, Florida

Planning & Zoning Board/Special Magistrate

The case below was heard on Tuesday, July 5, 2022, by the Special Magistrate. The applicant is seeking a favorable recommendation from the City of Wildwood Planning and Zoning Board/Special Magistrate for the construction of a 4,711 sq. ft. law office building and 4,880 sq. ft. professional office building with four (4) units on 2.57 acres MOL. The subject property is generally located 0.46 miles north of E C 462 and 0.25 miles south of Peppertree Terrance on the east side of N US 301.

Case: SP 2112-002 Wildwood Professional Plaza

Parcel: D29A017

Owner/Applicant: Wildwood Professional Plaza LLC

Under Land Development Regulation (LDR) § 1.7(B)(1), the Planning and Zoning Board/Special Magistrate has a duty to make a recommendation to the City Commission on all proposed site plans.

Based upon the testimony, evidence, and information presented as to the criteria set forth in LDR § 4.4, the Special Magistrate recommends approval.

Dated: July 5, 2022



Lindsay C.T. Holt
Special Magistrate, City of Wildwood

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: PLAT 2204-004 VOSO Unit 105 Final Plat

REQUESTED ACTION: Staff recommends approval.

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

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

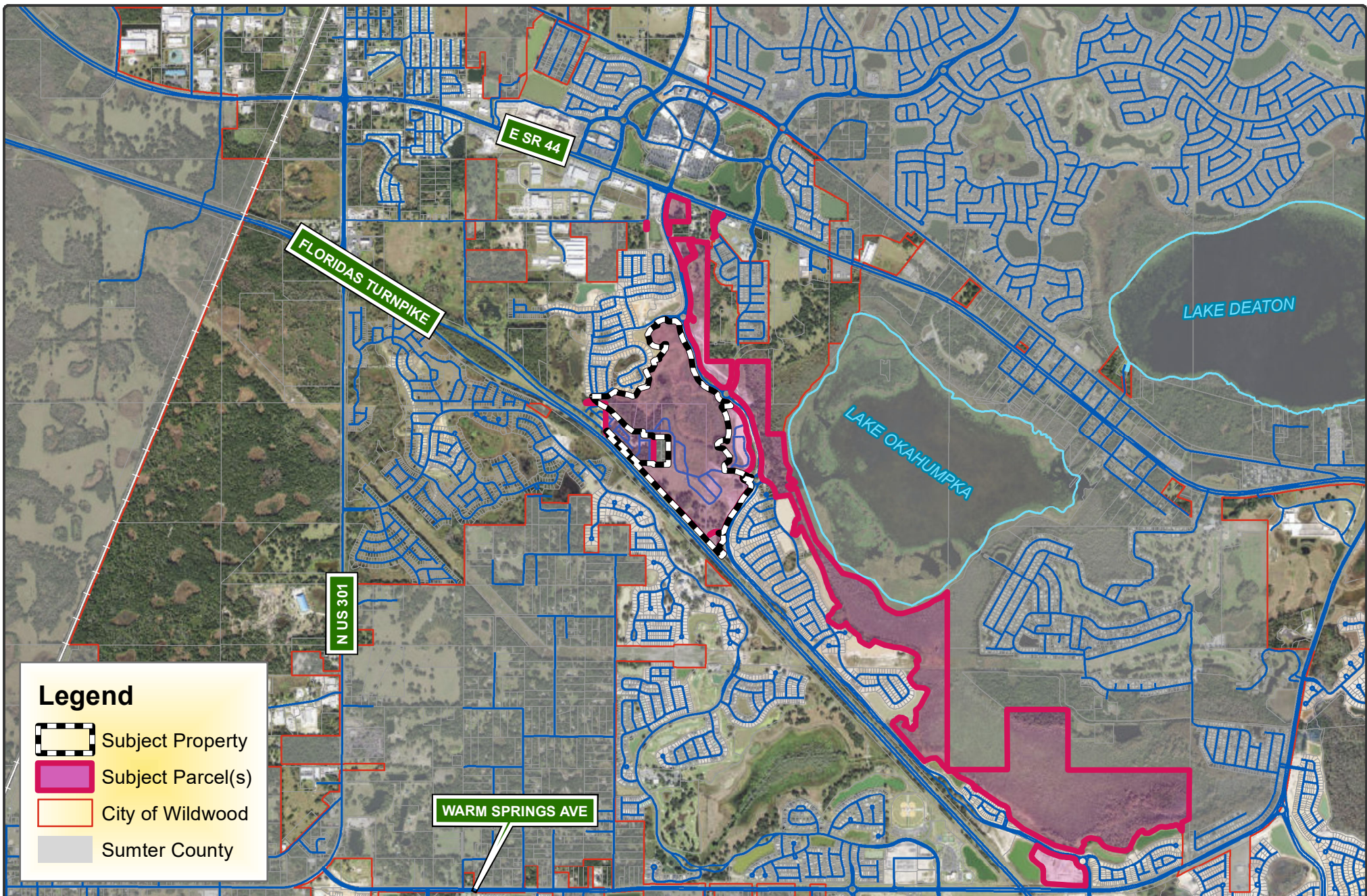
The Villages Land Company, LLC is seeking an approval from the City Commission for VOSO Unit 105 Final Plat, a subdivision consisting of 159 single family dwelling units, on 155.18 acres MOL.

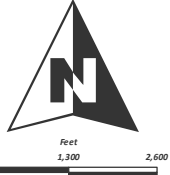
Staff recommends approval.

DATED: 07/07/2022



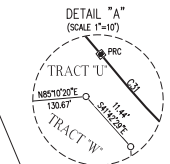
Terri O'Neal
Planner II, Development Services



 WILDWOOD FLORIDA	CITY OF WILDWOOD 100 North Main Street Wildwood, FL 34785 Phone: (352) 330-1330 www.wildwood-fl.gov	 0 1,300 2,600 feet	PLAT 2204-004 VOSO UNIT 105 FINAL PLAT PORTION OF PARCELS G17-100, G20-007, G20-007A, G29A391, G29A400, G20-007, G21-010 & G27F002	MAP 1B LOCATION MAP JUNE 2022
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PLAT BOOK _____
PAGE _____

TRACT TABLE		
TRACT	50 FT	ACREAGE
A	1,778	0.041
B	3,190	0.073
C	1,347	0.033
D	4,155	0.096
E	1,768	0.041
F	385	0.009
G	379	0.009
H	1,345,375	30.886
I	3,184	0.073
J	36,198	0.831
K	56,618	1.300
L	2,686	0.062
M	2,622	0.060
N	2,675	0.061
O	2,666	0.066
P	20,012	0.459
Q	15,153	0.348
R	326,484	7.495
S	2,703,648	62.067
T	18,897	0.431
U	154,565	3.548
V	20,385	0.468
W	312,751	7.230
X	97,476	2.186



- BY:  **CFB** | **CLYMER FARNER BARLEY**
CLYMER FARNER BARLEY, Inc.
4450 NE 83RD RD. WILDWOOD, FL 34785
(352) 748-3126
WWW.CFB4inc.COM CA #4709

VILLAGES OF SOUTHERN OAKS UNIT NO. 105

SHEET 4 OF 19

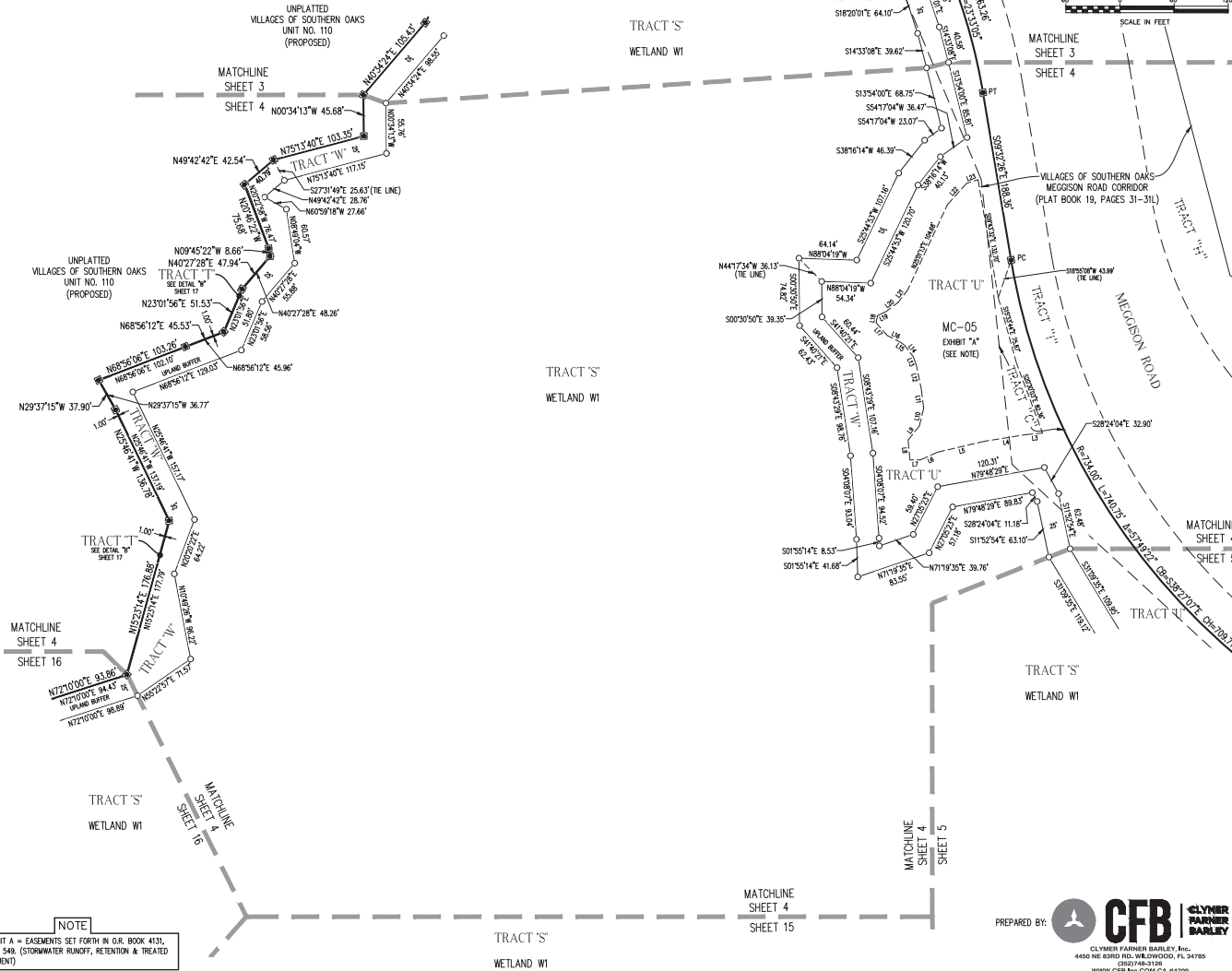
PLAT BOOK _____
PAGE _____

SECTIONS 16, 17, 20 AND 21, TOWNSHIP 19 SOUTH, RANGE 23 EAST, CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA, A PARTIAL REPLAT OF TRACTS "C" AND "G", VILLAGES OF SOUTHERN OAKS MEGGISON ROAD CORRIDOR, AS RECORDED IN PLAT BOOK 19, PAGES 31, 31A THROUGH 31L, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, AND A PARTIAL REPLAT OF WILDWOOD RANCH, RECORDED IN PLAT BOOK 3, PAGES 29A AND 29B, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

LINE TABLE		
LINE	LENGTH	BEARING
L3	18.08'	S84°39'16"W
L4	46.91'	S80°54'55"W
L5	53.58'	S76°50'56"W
L6	20.73'	S85°30'03"W
L7	11.71'	N80°00'00"W
L8	22.01'	N5°30'17"E
L9	20.16'	N38°38'44"E
L10	20.16'	N1°31'52"E
L11	21.56'	N6°58'42"W
L12	27.32'	N1°47'47"W
L13	9.48'	N20°26'59"W
L14	15.48'	N30°38'27"W
L15	5.88'	N51°47'06"W
L16	16.65'	N63°12'03"W
L17	18.95'	N41°47'16"W
L18	8.11'	N10°50'49"E
L19	10.55'	N64°30'56"E
L20	16.68'	N52°41'05"E
L21	17.16'	N37°46'52"E
L22	31.87'	N41°56'47"E
L23	13.22'	N72°23'50"E

TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	1,778	0.041
B	3,190	0.073
C	1,347	0.031
D	4,155	0.095
E	1,768	0.041
F	385	0.009
G	379	0.009
H	1,345,375	30.886
I	3,184	0.073
J	36,198	0.831
K	56,618	1.300
L	2,686	0.062
M	2,622	0.060
N	2,675	0.061
O	2,866	0.066
P	20,072	0.459
Q	15,153	0.348
R	326,484	7.495
S	2,703,648	62.067
T	18,897	0.434
U	154,565	3.548
V	20,385	0.468
W	312,751	7.180
X	97,476	2.238

NOTE
EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 4131, PAGE 349, (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)



PREPARED BY: **CFB** CLYMER FARNER BARILEY, INC.
CLYMER FARNER BARILEY, INC.
4450 NE 63RD RD., WILDWOOD, FL 34785
(813) 618-5128
WWW.CFB4INC.COM CA #4709

VILLAGES OF SOUTHERN OAKS UNIT NO. 105

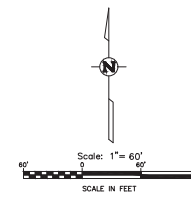
SECTIONS 16, 17, 20 AND 21, TOWNSHIP 19 SOUTH, RANGE 23 EAST, CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA, A PARTIAL REPLAT OF TRACTS "C" AND "G", VILLAGES OF SOUTHERN OAKS MEGGISON ROAD CORRIDOR, AS RECORDED IN PLAT BOOK 19, PAGES 31, 31A THROUGH 31L, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, AND A PARTIAL REPLAT OF WILDWOOD RANCH, RECORDED IN PLAT BOOK 3, PAGES 29A AND 29B, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

SHEET 5 OF 19

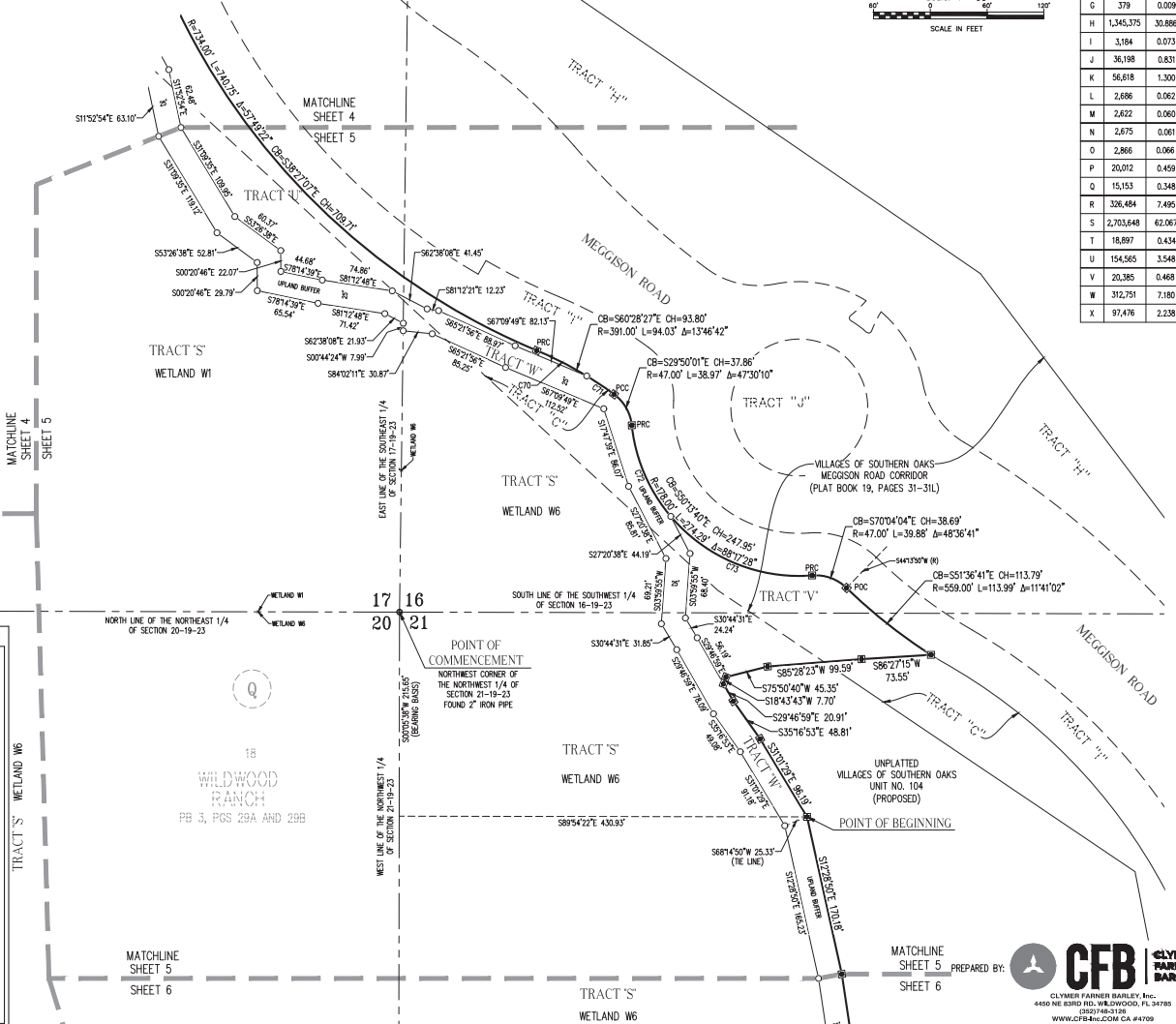
PLAT BOOK _____
PAGE _____

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG. CHORD
C70	59.34'	391.00'	8°41'41"	N63°05'57"W 59.28'
C71	34.69'	391.00'	5°05'00"	N56°07'36"W 34.68'
C72	106.19'	178.00'	34°10'51"	S22°10'22"E 104.62'
C73	168.10'	178.00'	54°04'30"	S67°19'00"E 161.93'

TRACT TABLE		
TRACT	SQ. FT.	ACREAGE
A	1,778	0.041
B	3,190	0.073
C	1,347	0.031
D	4,155	0.095
E	1,768	0.041
F	385	0.009
G	379	0.009
H	1,345,375	30.886
I	3,184	0.073
J	36,198	0.831
K	56,618	1.300
L	2,686	0.062
M	2,622	0.060
N	2,675	0.061
O	2,866	0.066
P	20,012	0.459
Q	15,153	0.348
R	326,484	7.495
S	2,703,648	62.067
T	18,897	0.434
U	154,565	3.548
V	20,385	0.468
W	312,751	7.180
X	97,476	2.238



LEGEND	
■	INDICATES 4" x 4" x 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #709), UNLESS OTHERWISE NOTED.
●	INDICATES 4" x 4" x 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET (LB #709)
●	INDICATES P.S. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #709 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED
○	INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.09(9) FLORIDA STATUTES.
(SEE NOTE #5)	
C9	INDICATES CURVE NUMBER IN CURVE TABLE
L9	INDICATES LINE NUMBER IN LINE TABLE
Δ	INDICATES CENTERLINE
Δ	INDICATES DELTA (CENTRAL ANGLE OF CURVE)
CB	INDICATES CHORD BEARING
CL	INDICATES CHORD LENGTH
LB	INDICATES LICENSED BUSINESS
NO	INDICATES NUMBER
ORB	INDICATES OFFICIAL RECORDS BOOK
PC	INDICATES POINT OF CURVATURE
POC	INDICATES POINT ON CURVE
PRC	INDICATES POINT OF REVERSE CURVATURE
PT	INDICATES POINT OF TANGENCY
R	INDICATES RADIUS LENGTH
DL	INDICATES RADIAL LINE
DPA	INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
GFE	INDICATES GATE FACILITIES EXISTING (RECORDED BY THE DEVELOPER AND ITS ASSIGNS)
SE	INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTINGUATES PUTTING IN A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.
PS	INDICATES PLAT BOOK
PS	INDICATES PAGE
PSS	INDICATES PAGES
SQ	INDICATES SQUARE FEET
R/W	INDICATES RIGHT-OF-WAY



CFB
CLYMER FARMER BARLEY, INC.
4450 NE 63RD RD., WILDWOOD, FL 34785
352/748-5128
WWW.CFB4INC.COM CA #4709

VILLAGES OF SOUTHERN OAKS

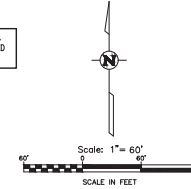
UNIT NO. 105

SHEET 6 OF 19

PLAT BOOK _____
PAGE _____

SECTIONS 16, 17, 20 AND 21, TOWNSHIP 19 SOUTH, RANGE 23 EAST, CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA, A PARTIAL REPLAT OF TRACTS "C" AND "G", VILLAGES OF SOUTHERN OAKS MEGGISON ROAD CORRIDOR, AS RECORDED IN PLAT BOOK 19, PAGES 31, 31A THROUGH 31L, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, AND A PARTIAL REPLAT OF WILDWOOD RANCH, RECORDED IN PLAT BOOK 3, PAGES 29A AND 29B, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

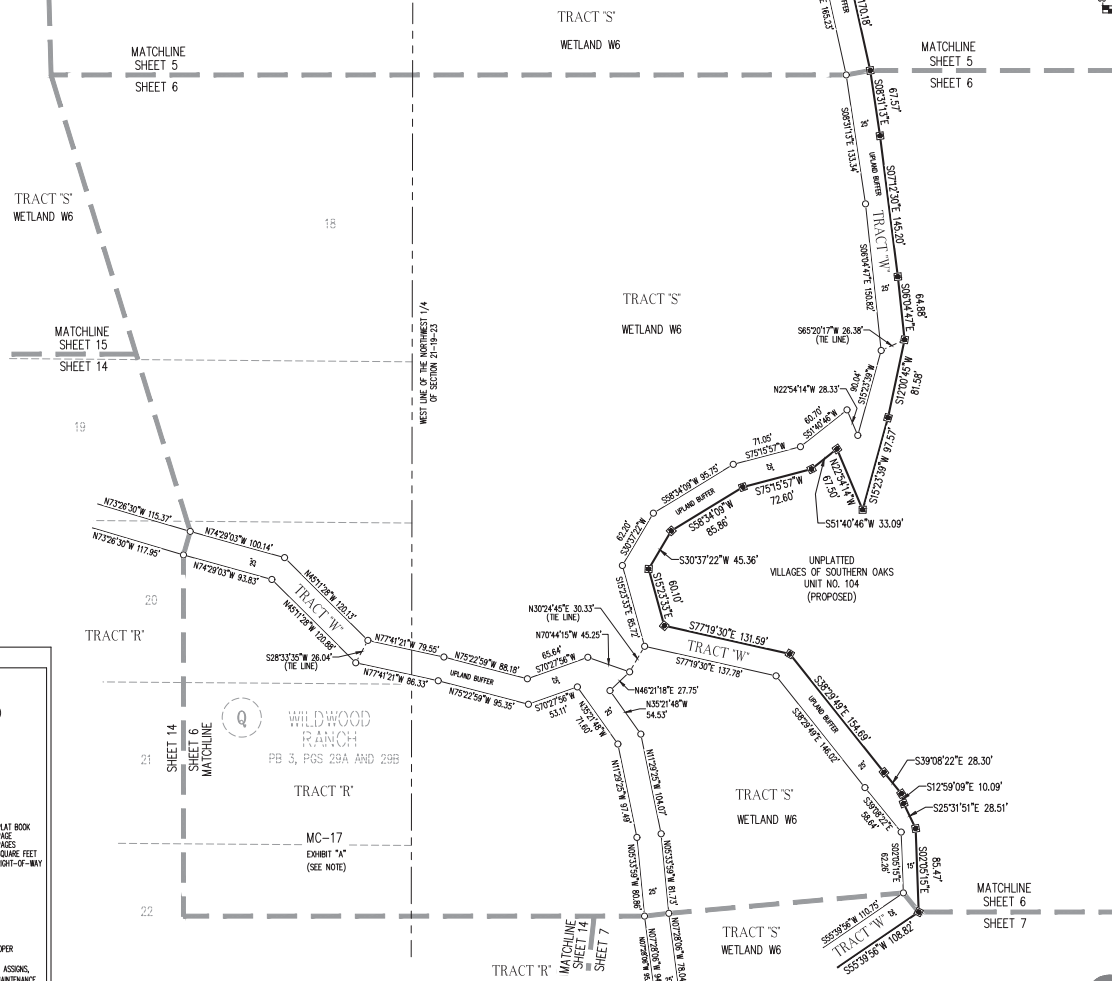
NOTE
EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 413, PAGE 549. (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)



TRACT TABLE		
TRACT	SQ. FT.	ACREAGE
A	1,778	0.041
B	3,190	0.073
C	1,347	0.031
D	4,155	0.095
E	1,768	0.041
F	385	0.009
G	379	0.009
H	1,345,375	30.886
I	3,184	0.073
J	36,198	0.831
K	56,618	1.300
L	2,686	0.062
M	2,622	0.060
N	2,675	0.061
O	2,666	0.060
P	20,012	0.459
Q	15,153	0.348
R	336,484	7.495
S	2,703,648	62.067
T	18,897	0.434
U	154,565	3.548
V	20,385	0.468
W	312,751	7.180
X	97,476	2.238

LEGEND

- INDICATES 4" x 4" x 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #4709), UNLESS OTHERWISE NOTED.
- INDICATES 4" x 4" x 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET (LB #4709)
- INDICATES P.S. NAIL AND TOP PERMANENT CONTROL POINT (P.C.P.) (LB #4709) TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
- INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.09(9) FLORIDA STATUTES.
- (SEE NOTE #6)
- C9 INDICATES CURVE NUMBER IN CURVE TABLE
- L9 INDICATES LINE NUMBER IN LINE TABLE
- Δ INDICATES CENTERLINE
- Δ INDICATES DELTA (CENTRAL ANGLE OF CURVE)
- CB INDICATES CHORD BEARING
- CD INDICATES CHORD DISTANCE
- CD INDICATES CHORD LENGTH
- NO INDICATES LICENSED BUSINESS
- NO INDICATES NUMBER
- ORB INDICATES OFFICIAL RECORDS BOOK
- PC INDICATES POINT OF CURVATURE
- POC INDICATES POINT ON CURVE
- PCC INDICATES POINT OF COMPOUND CURVATURE
- PRC INDICATES POINT OF REVERSE CURVATURE
- PT INDICATES POINT OF TANGENCY
- R INDICATES RADIUS LENGTH
- RD INDICATES RADIAL LINE
- DRA INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYING PIPES
- GFE INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
- SE INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTINGUATES PUTTING IN A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.
- PB INDICATES PLAT BOOK
- PS INDICATES PAGE
- PSS INDICATES PAGES
- SQ FT INDICATES SQUARE FEET
- R/W INDICATES RIGHT-OF-WAY
- (SEE NOTE)



PREPARED BY: **CFB** CLYMER FARMER BARTLEY
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SHEET 7 OF 19

PLAT BOOK
PAGE _____

SECTIONS 16, 17, 20 AND 21, TOWNSHIP 19 SOUTH, RANGE 23 EAST, CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA, A PARTIAL REPLAT OF TRACTS "C" AND "G", VILLAGES OF SOUTHERN OAKS MEGGISON ROAD CORRIDOR, AS RECORDED IN PLAT BOOK 19, PAGES 31, 31A THROUGH 31L, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, AND A PARTIAL REPLAT OF WILDWOOD RANCH, RECORDED IN PLAT BOOK 3, PAGES 29A AND 29B, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C1	52.05	375.00	75°59'	S61°24'51"E	52.01
C2	73.35	113.00	37°29'42"	S84°08'23"E	72.84
C3	29.00	133.00	12°29'38"	S23°00'19"W	28.94
C4	24.09	120.67	11°26'18"	S49°01'36"E	24.05
C5	31.36	3.33	126°26'35"	S47°19'13"E	5.95
C6	8.86	106.67	17°06'53"	S12°20'38"W	31.74
C7	7.35	3.33	126.26°35"	S67°00'29"W	5.95
C8	24.09	120.67	11°26'18"	S57°59'22"W	24.05
C9	26.77	133.00	11°32'03"	S20°00'44"W	26.73
C10	39.43	113.00	20°00'11"	N01°26'01"E	39.25
C11	11.42	425.00	13°32'00"	N70°41'57"W	11.42
C12	12.04	52.00	38°19'08"	N03°05'21"W	11.85
C13	81.83	18.00	89°23'23"	N83°53'15"E	73.51
C14	12.18	18.00	38°45'55"	N35°41'29"W	11.85
C15	47.68	669.70	4°05'51"	S04°29'23"E	47.68
C16	12.33	19.00	37°28'01"	S20°24'41"E	12.21
C17	83.43	66.32	71°36'31"	S20°33'55"E	77.87
C18	68.60	160.00	24°34'01"	S68°20'14"E	68.08
C19	87.80	97.00	51°51'50"	S54°41'19"E	88.84
C20	29.00	400.00	4°16'56"	S03°04'43"E	28.94
C21	16.51	694.70	1°21'42"	S03°04'51"E	16.51
C22	61.00	50.00	23°20'00"	S86°49'45"E	60.67
C23	428.10	669.70	36°37'34"	N80°02'05"W	420.85
C24	20.00	175.00	6°32'50"	N84°55'33"E	19.99
C25	51.25	175.00	16°47'10"	S24°34'26"E	51.06
C26	26.81	719.70	2°08'04"	S84°23'40"E	26.81
C27	50.91	125.00	23°20'00"	S64°46'51"E	50.85
C28	26.67	175.00	8°43'50"	N32°22'46"E	26.64
C29	194.61	418.00	26°40'32"	S17°46'20"W	192.86
C30	94.58	438.00	12°22'19"	S32°29'08"W	94.39
C31	98.07	121.31	46°19'11"	N05°05'49"E	95.42
C32	52.23	160.00	18°42'17"	S71°16°6"E	52.00

LEGEND

- * INDICATES 4" x 4" x 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (OR APPROX.) UNLESS OTHERWISE NOTED.
 * INDICATES 4" x 4" x 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (OR APPROX.) UNLESS OTHERWISE NOTED.
 * INDICATES P.V. AND/OR PERMANENT CONCRETE CAP SET IN 10' AROUND P.V. OR P.R.M. SET WITHIN ONE HOUR OF THE TIME THE TIE IS RECORDED.
 * INDICATES 5/8" BORE PINN AND CAP TO BE SET IN 1' TO 1'11" TO CORRELATE WITH SURVEY OF FLORIDA STATUTES. (SEE NOTE #5).
 * INDICATES LINE NUMBER IN CURVE TABLE.
 * INDICATES DELTA (BEARING, ANGLE OF CURVE)
 * INDICATES CHORD (CENTRAL ANGLE OF CURVE)
 * INDICATES ARC LENGTH
 * INDICATES LOCUS OF CENTER
 * INDICATES NUMBER OF RECORDS BOOK
 * INDICATES POINT OF CURVATURE
 * INDICATES POINT OF COMPOUND CURVATURE
 * INDICATES POINT OF TANGENCY
 * INDICATES RADIAL LINE
 * INDICATES RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING LONG-DRAINING PITS
 * INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
 * INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND REPAIR OF UTILITIES, INCLUDING ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS; DEVELOPER COMPENSATES PUTTING A U.S.A.C. OR OTHER EASEMENT WITHIN THE EASEMENT AREA; UTILITY PROVIDERS USING SUCH EASEMENT AREA COVENANT, AS A PORTION OF THE RIGHT TO EASEMENT, NOT TO CONSIDER OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNC.	CHORD
C372	104.02	668.70	853°58'	N66°07'17"	103.92
C373	60.77	66.32	52°29'57"	S59°48'16"	58.67
C374	82.64	66.70	704°41'	S58°15'15"	82.59
C375	24.28	66.70	204°38'	N89°45'42"	24.28
C376	60.48	669.70	570°22'	N86°46'44"	60.48
C377	17.23	669.70	128°28'	N63°17'24"	17.23
C383	23.82	120.67	111°59'	N60°50'50"	23.78
C384	64.89	404.33	91°15'	N67°57'17"	64.83
C385	6.82	43.33	90°18'36"	N81°00'06"	6.14
C386	6.78	43.33	89°41'24"	N71°45'45"	6.14
C387	30.17	395.67	429°27'	S89°53'08"	31.00
C388	55.37	395.67	267°72'	S80°57'32"	54.89
C389	4.84	395.67	04°27'00"	S63°30'25"	4.84
C390	4.00	395.67	07°34'45"	N64°48'08"	4.00
C391	9.60	6.07	91°42'43"	N76°48'08"	8.61
C392	9.25	6.07	88°17'17"	N71°31'52"	8.36
C393	18.53	680.69	108°17'	N75°38'31"	18.63
C394	12.19	45.50	152°01'00"	N66°18'16"	12.15
C395	5.94	45.50	75°40'58"	S68°07'44"	5.52
C396	5.75	45.50	73°37'39"	S67°06'15"	5.37
C397	12.48	45.50	149°39'58"	S50°44'53"	12.44
C398	14.32	63.86	117°11'	S55°47'47"	14.32

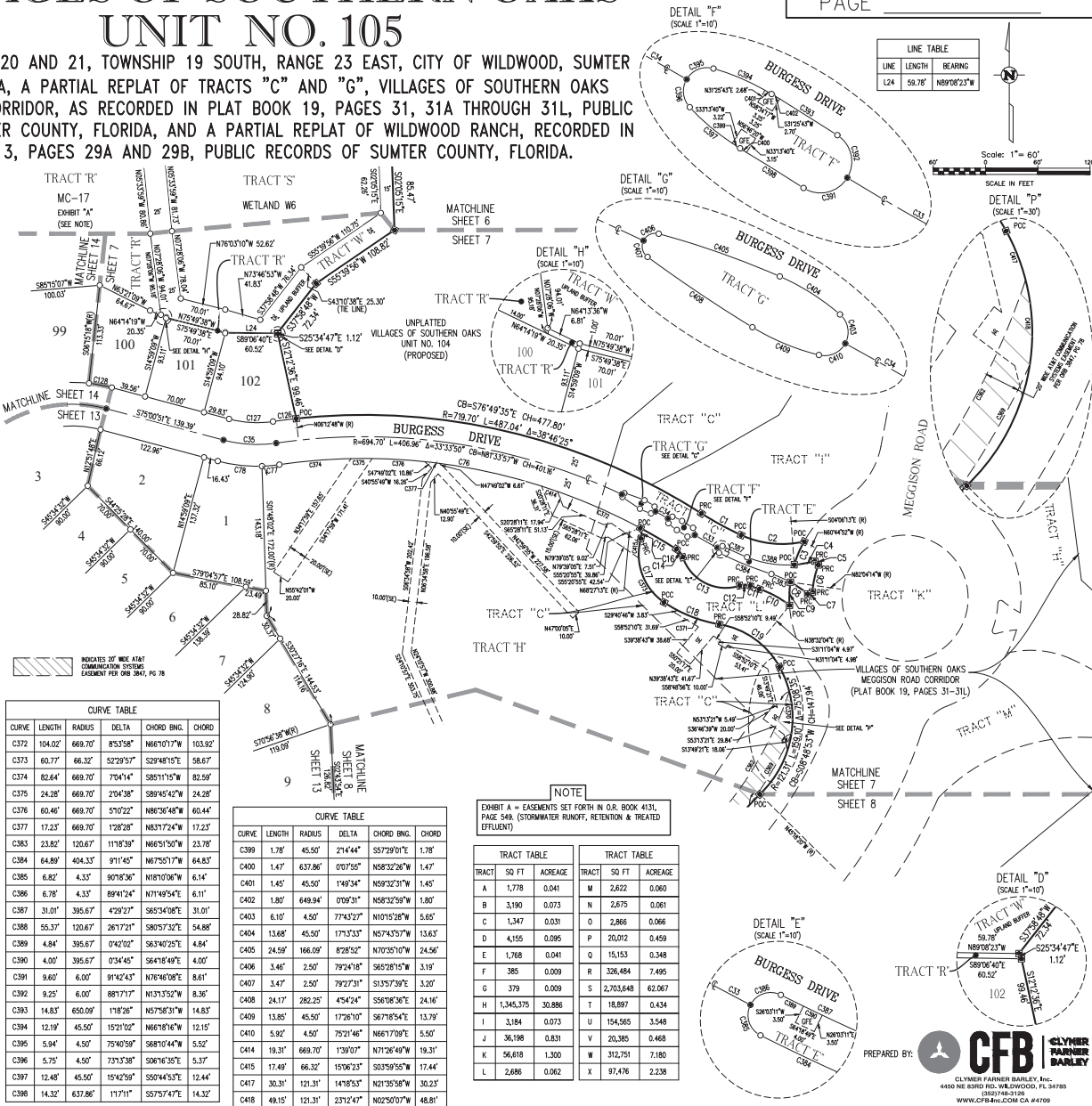
CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	CHORD	BNG.	CHORD
C399	1.78	45.50'	214.44"	957.9091"E		1.78'
C400	1.47	637.86'	070.55'	N5932.36"W		1.47'
C401	1.45'	45.50'	149.34"	N6857.31"E		1.45'
C402	1.80'	648.94'	079.31"	N5832.59"W		1.80'
C403	6.10'	4.50'	774.52"	N0115.28"E		5.65'
C404	13.68'	4.50'	1717.33"	N5745.57"E		13.66'
C405	24.59'	166.09'	828.50"	N7030.51"W		24.53'
C406	3.46'	2.50'	792.41"	S5628.15"W		3.19'
C407	3.46'	2.50'	792.31"	S1357.39"E		3.20'
C408	24.12'	282.25'	1574.20"	S5678.36"E		24.16'
C409	13.85'	4.50'	1756.70"	N6785.45"E		13.79'
C410	5.50'	4.50'	7521.46"	N6617.09"E		5.50'
C414	19.31'	668.70'	139.07'	N7126.49"E		19.31'
C415	17.49'	66.32'	1506.23"	N3023.95"W		17.44'
C417	30.31'	121.31'	1478.53"	N3135.56"W		30.23'
C418	49.35'	121.31'	2312.47"	N0250.07"W		48.81'

EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 4131, PAGE 549. (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)

TRACT TABLE			TRACT TABLE		
TRACT	SQ FT	ACREAGE	TRACT	SQ FT	ACREAGE
A	1,778	0.041	M	2,622	0.060
B	3,190	0.073	N	2,875	0.066
C	1,347	0.031	O	2,868	0.066
D	4,155	0.095	P	20,012	0.459
E	1,768	0.041	Q	15,153	0.348
F	385	0.009	R	326,484	7.495
G	379	0.009	S	2,703,648	62.061
H	1,345,375	30.886	T	18,897	0.434
I	3,184	0.073	U	154,565	3.548
J	36,198	0.831	V	20,385	0.468
K	56,618	1.300	W	312,751	7.180
L	2,686	0.062	X	97,476	2.238

NOTE

EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 4131, PAGE 549. (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)



VILLAGES OF SOUTHERN OAKS

UNIT NO. 105

SHEET 8 OF 19

PLAT BOOK _____
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SECTIONS 16, 17, 20 AND 21, TOWNSHIP 19 SOUTH, RANGE 23 EAST, CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA, A PARTIAL REPLAT OF TRACTS "C" AND "G", VILLAGES OF SOUTHERN OAKS MEGGISON ROAD CORRIDOR, AS RECORDED IN PLAT BOOK 19, PAGES 31, 31A THROUGH 31L, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, AND A PARTIAL REPLAT OF WILDWOOD RANCH, RECORDED IN PLAT BOOK 3, PAGES 29A AND 29B, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

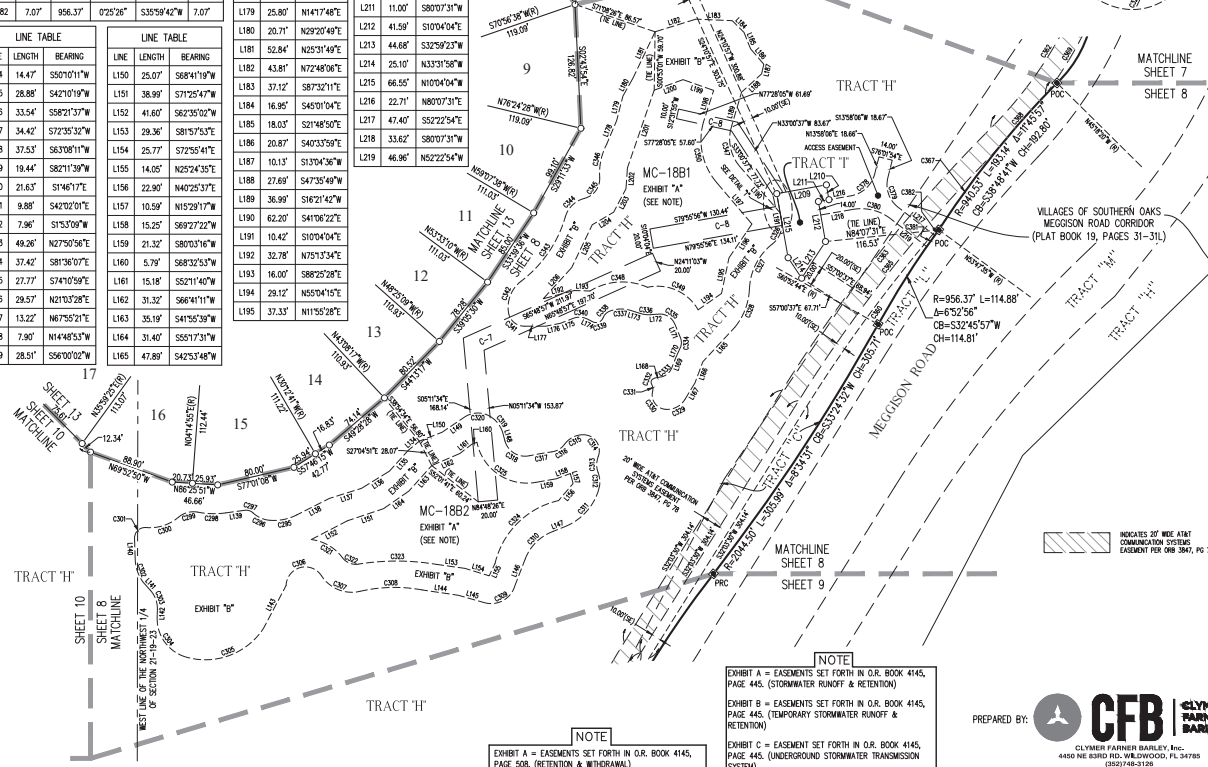
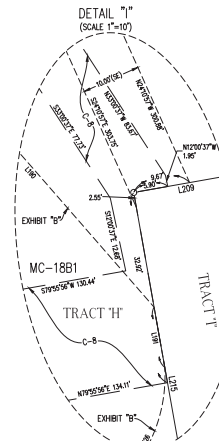
CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.
C295	28.16'	51.85'	31°07'16"	578'41'49"W
C296	19.45'	28.68'	38°51'52"	166'16'53"W
C297	9.26'	10.01'	52°58'57"	17'32'21°W
C298	28.88'	88.65'	18°40'02"	188'28'20"W
C299	20.90'	23.32'	51°21'28"	575'10'58"W
C300	35.81'	44.93'	45°40'15"	572'20'23"W
C301	18.12'	10.77'	94°21'52"	546'58'34"W
C302	26.23'	41.10'	38°34'15"	520'03'25"W
C303	21.54'	28.17'	43°49'17"	520'07'23"E
C304	53.98'	40.87'	75°40'10"	535'56'56"E
C305	90.78'	71.08'	73°11'01"	1693'7'29"E
C306	49.99'	19.65'	145°44'45"	474'29'54"E
C307	45.25'	36.84'	70°22'06"	567'54'41"E
C308	64.07'	156.00'	23°31'51"	188'14'11"E
C309	39.49'	25.26'	89°34'52"	161'01'35"E
C310	41.38'	48.40'	48°59'09"	145'03'03"E
C311	53.14'	58.67'	51°54'06"	141'58'18"E
C312	17.09'	26.68'	36°42'12"	100'19'50"W
C313	16.99'	23.22'	41°56'24"	100'17'16"E
C314	31.64'	26.36'	110°48'55"	110'48'59"W
C315	22.50'	13.64'	54°31'39"	563'10'43"W
C316	15.51'	19.21'	46°16'28"	589'03'07"W
C317	23.48'	33.412'	40°1'38"	580'10'31"W
C318	32.05'	21.31'	86°11'34"	105'44'31"W
C319	22.15'	29.15'	43°31'38"	136'34'42"W
C320	27.10'	24.38'	63°41'16"	589'48'51"W
C321	37.93'	47.03'	46°12'51"	599'42'22"E
C322	18.38'	16.83'	62°34'17"	567'55'06"E
C323	80.47'	245.43'	18°47'07"	589'48'41"E
C324	96.32'	86.09'	64°06'25"	145'19'04"E
C325	80.65'	52.31'	88°20'19"	165'46'35"W
C326	24.88'	25.61'	55°12'27"	524'17'37"W
C327	53.11'	61.33'	49°36'47"	527'05'27"W
C328	43.02'	66.29'	37°10'57"	520'52'32"W
C329	23.49'	21.09'	63°49'02"	563'10'35"W
C330	25.83'	14.86'	99°33'40"	135'05'36"W
C331	7.23'	9.11'	45°29'41"	108'03'36"W
C332	7.69'	4.16'	105°55'25"	122'09'15"E
C333	14.66'	14.66'	57°18'39"	160'06'44"E
C334	11.07'	13.41'	47°18'54"	101'19'59"E
C335	19.18'	16.74'	65°39'50"	165'20'05"W
C336	10.89'	29.32'	21°16'38"	183'15'03"W
C337	22.50'	32.45'	39°45'57"	587'55'31"W
C338	9.43'	11.47'	47°08'02"	544'28'31"W
C339	13.96'	7.80'	102°34'45"	572'11'53"W
C340	14.73'	18.29'	46°08'55"	186'09'18"W
C341	22.93'	16.31'	80°31'55"	149'44'03"W
C342	36.58'	33.65'	62°17'07"	121'40'28"E
C343	81.31'	127.04'	36°40'14"	134'28'54"E
C344	28.32'	27.21'	59°38'22"	140'53'58"E
C345	28.91'	20.82'	79°32'21"	136'00'59"E
C346	35.24'	64.15'	31°28'24"	111°59'00"E
C347	43.75'	43.68'	57°23'16"	512'19'56"E
C348	61.34'	63.65'	55°12'31"	186'18'23"E

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.
C349	60.69'	47.83'	72°42'14"	566'10'12"E
C350	65.51'	67.19'	55°51'50"	112'26'38"W
C351	238.38'	1490.00'	9°09'59"	536'38'30"W
C352	194.61'	418.00'	26°40'32"	531'40'20"W
C353	343.59'	1520.00'	12°57'08"	538'32'03"W
C354	328.41'	1500.00'	12°32'39"	538'19'50"W
C355	88.72'	940.53'	52°41'17"	536'26'32"W
C356	74.35'	940.53'	43°14'45"	547'43'33"W
C357	94.58'	438.00'	12°22'19"	530'29'08"W
C358	34.34'	30.71'	64°04'41"	148'05'11"E
C359	33.58'	29.00'	66°21'00"	519'12'24"E
C360	40.45'	49.00'	47°17'53"	176'01'50"W
C361	14.01'	956.37'	0°50'22"	535'21'48"W
C362	7.07'	956.37'	0°25'26"	535'59'42"W

LINE TABLE		LINE TABLE	
LINE	LENGTH	LINE	LENGTH
L134	14.47'	L150	25.07'
L135	28.88'	L151	36.99'
L136	33.54'	L152	41.60'
L137	34.42'	L153	29.36'
L138	37.53'	L154	25.77'
L139	19.44'	L155	14.05'
L140	21.63'	L156	22.80'
L141	9.88'	L157	10.59'
L142	7.96'	L158	15.25'
L143	49.26'	L159	21.32'
L144	37.42'	L160	5.79'
L145	27.77'	L161	15.18'
L146	29.57'	L162	39.32'
L147	13.22'	L163	35.19'
L148	7.90'	L164	31.40'
L149	28.51'	L165	47.89'

LINE TABLE		LINE TABLE	
LINE	LENGTH	LINE	LENGTH
L166	23.09'	L196	41.74'
L167	19.95'	L197	55.73'
L168	7.29'	L198	34.37'
L169	11.59'	L199	33.21'
L170	10.66'	L200	31.37'
L171	14.94'	L201	84.04'
L172	9.82'	L202	21.44'
L173	9.80'	L203	27.03'
L174	4.90'	L204	25.39'
L175	14.62'	L205	48.57'
L176	15.33'	L206	43.10'
L177	21.75'	L209	51.50'
L178	26.12'	L210	15.38'
L179	25.80'	L211	11.00'
L180	20.71'	L212	41.59'
L181	52.84'	L213	44.68'
L182	43.81'	L214	25.10'
L183	37.12'	L215	66.55'
L184	16.95'	L216	22.71'
L185	18.03'	L217	47.40'
L186	20.87'	L218	33.62'
L187	11.13'	L219	46.96'
L188	27.69'		
L189	36.99'		
L190	22.20'		
L191	10.42'		
L192	32.78'		
L193	16.00'		
L194	29.12'		
L195	37.33'		

TRACT TABLE			TRACT TABLE		
TRACT	SQ. FT.	ACREAGE	TRACT	SQ. FT.	ACREAGE
A	1,778	0.041	M	2,622	0.060
B	3,190	0.073	N	2,675	0.061
C	1,347	0.031	O	2,866	0.066
D	4,155	0.095	P	20,012	0.459
E	1,768	0.041	Q	15,153	0.348
F	385	0.009	R	326,484	7.495
G	379	0.009	S	2,703,648	62.067
H	1,345,375	30.886	T	18,897	0.434
I	3,184	0.073	U	154,565	3.548
J	36,198	0.831	V	20,385	0.468
K	56,618	1.300	W	312,751	7.180
L	2,686	0.062	X	97,476	2.238

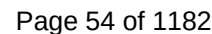


INDICATES 20' WIDE AT-BT COMMUNICATION SYSTEM EASEMENT FOR DBS 3841, PG. 78

PREPARED BY: **CFB** CLYMER FARMER BARTLEY, INC.
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PLAT BOOK _____
PAGE _____

20" DIA. AIRY COMMUNICATION SYSTEM CASING
 2% SLOPE
 60' SCALE IN FEET
 MATCHLINE SHEET 8



SHEET 10 OF 19

PLAT BOOK _____
PAGE _____

SECTIONS 16, 17, 20 AND 21, TOWNSHIP 19 SOUTH, RANGE 23 EAST, CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA, A PARTIAL REPLAT OF TRACTS "C" AND "G", VILLAGES OF SOUTHERN OAKS MEGGISON ROAD CORRIDOR, AS RECORDED IN PLAT BOOK 19, PAGES 31, 31A THROUGH 31L, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, AND A PARTIAL REPLAT OF WILDWOOD RANCH, RECORDED IN PLAT BOOK 3, PAGES 29A AND 29B, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C255	20.70	14.93	7926'21"	S85°50'35"E	19.08'
C256	43.09	26.75	9217'42"	N48°06'25"E	38.58'
C257	46.42	48.35	5853'52"	S56°27'01"E	44.42'
C258	33.12	43.83	4770'58"	S67°37'53"E	32.19'
C259	31.21	41.89	4424'29"	N67°29'45"E	30.49'
C260	24.20	11.66	1189'12'59"	S31°17'04"E	20.09'
C261	32.49	30.25	6131'47"	N41°51'57"E	30.95'
C262	46.83	43.24	6126'10"	N42°51'54"E	44.66'
C263	86.09	75.40	6524'45"	M40°40'05"E	81.09'
C264	24.61	15.40	9122'33"	S53°53'54"E	22.47'
C265	39.67	30.05	7538'12"	N61°40'59"E	36.85'
C266	52.16	42.82	6944'08"	N11°00'10"E	49.00'
C267	55.03	38.63	7934'01"	N06°05'15"E	50.71'
C268	20.02	19.57	5837'49"	N07°05'40"E	19.16'
C269	23.88	21.59	6352'38"	N09°28'05"E	21.66'
C270	13.38	6.32	1217'53"	S78°09'39"E	11.02'
C271	24.30	37.65	3058'17"	S35°57'52"E	23.89'
C272	30.69	26.21	6781'32"	S87°59'16"E	28.97'
C273	19.23	17.56	5244'30"	N89°50'45"E	18.29'
C274	61.52	48.84	7201'09"	N88°07'46"E	57.53'
C275	35.27	41.12	4909'08"	N73°37'12"E	34.20'
C276	29.07	55.55	29541'17"	S66°51'06"E	28.07'
C277	29.19	26.95	10758'33"	S205°21'E	43.60'
C278	72.08	62.04	6346'50"	S224'33"E	68.08'
C279	12.96	23.62	3120'55"	S261'25"E	12.89'
C280	55.57	55.96	6176'16"	S72°24'30"E	52.96'
C281	19.95	64.45	17446'41"	N67°55'06"E	19.88'
C282	13.66	14.51	5358'04"	N86°01'47"E	13.17'
C283	14.62	18.20	4077'39"	N90°00'00"E	14.23'
C284	50.65	17.02	10702'33"	S274°03'E	43.35'
C285	48.76	48.56	5622'12"	S291°53'E	46.82'
C286	43.93	63.28	3991'28"	S205°42'45"E	43.02'

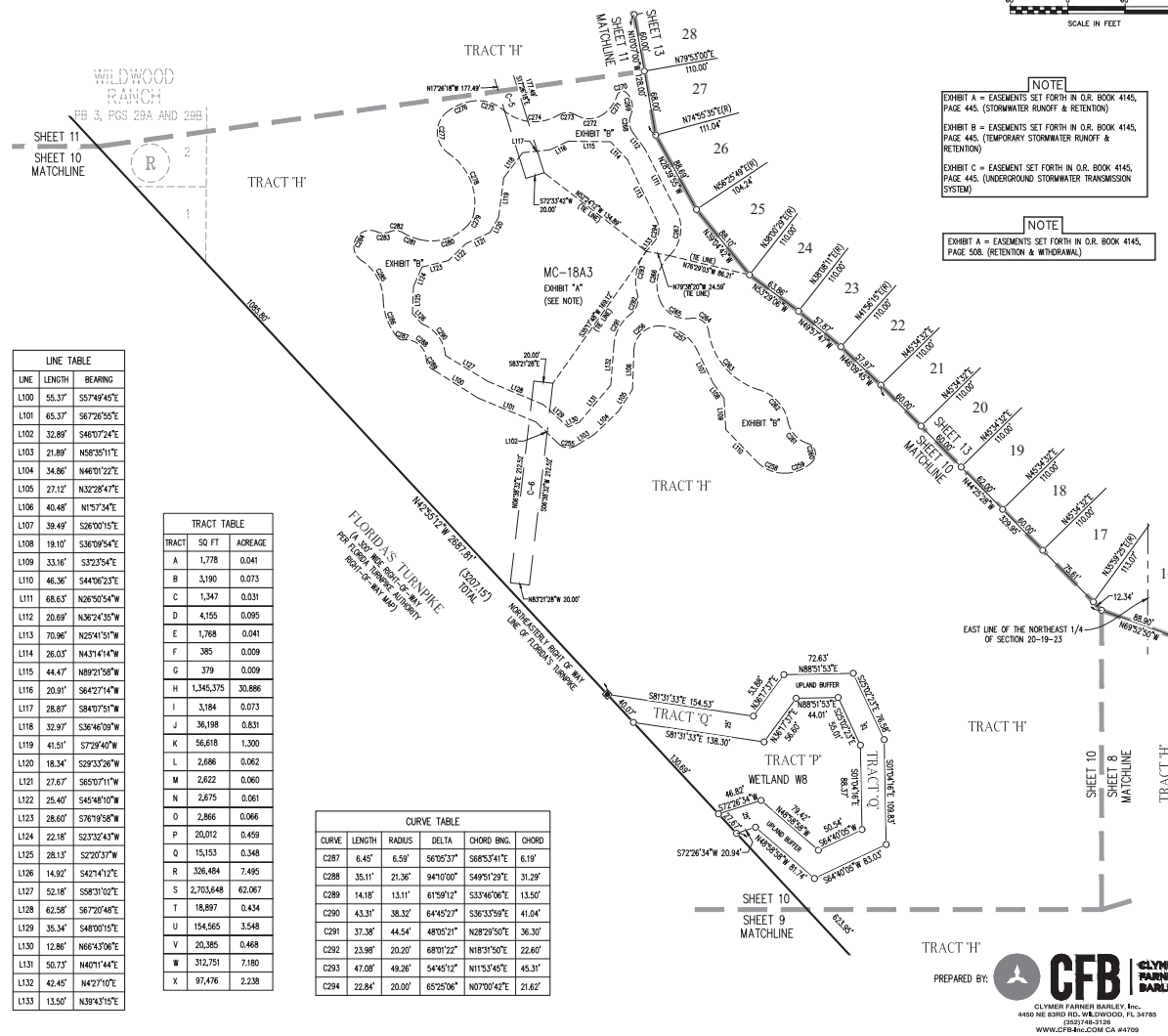
LEGEND

- 11 INDICATES 4' x 4' x 2' CONCRETE PERMANENT RETENTION
 MONUMENT (P&M) FOUND (L&P) OTHER, UNLESS OTHERWISE
 NOTED
 12 INDICATES 4' x 4' x 2' CONCRETE PERMANENT RETENTION
 MONUMENT (P&M) ON 5/8" OR 3/4" IRON AND CAP SET (L&P #7009)
 13 INDICATES P&M AND L&P MONUMENTS WITH CONTROL POINT
 (C.P.) L&P #7010 TO BE SET WITHIN ONE YEAR OF THE
 DATE OF THE RECORD
 14 INDICATES 5/8" IRON P&M AND CAP TO BE SET IN
 CONFORMANCE WITH SECTION 177.00 OF THE FLORIDA STATUTES.
 (SEE NOTE #5)
 15 INDICATES CURVE NUMBER IN CURVE TABLE
 16 INDICATES CURVE NUMBER IN CURVE TABLE
 17 INDICATES OVERSIGHT
 18 INDICATES DELTA (CENTRAL ANGLE OF CURVE)
 19 INDICATES CROSS BEARING
 20 INDICATES CURVE BEARING
 21 INDICATES ARC LENGTH
 22 INDICATES ARC BEARING
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LINE TABLE		
LINE	LENGTH	BEARING
L100	55.79	S57°49'45"E
L101	65.37	N67°26'55"E
L102	32.89	N64°07'24"E
L103	21.89	N58°35'17"E
L104	34.86	N50°10'22"E
L105	27.12	N33°28'47"E
L106	40.48	N31°17'34"E
L107	39.49	S26°00'15"E
L108	119.0	S36°09'45"E
L109	33.16	S37°23'45"E
L110	46.36	S44°06'23"E
L111	68.65	N26°50'14"E
L112	22.63	N36°24'35"E
L113	70.96	N25°41'31"E
L114	20.63	N45°14'18"E
L115	44.47	N89°21'58"E
L116	20.91	S64°27'44"E
L117	28.87	S84°07'51"E
L118	32.97	S36°46'09"E
L119	41.51	S75°49'40"E
L120	18.34	S29°33'38"E
L121	21.87	S65°07'11"E
L122	25.40	S45°48'00"E
L123	22.62	S76°19'58"E
L124	22.18	S22°32'43"E
L125	28.13	S22°03'37"E
L126	14.92	S44°12'44"E
L127	52.18	S56°30'11"E
L128	52.68	S67°20'40"E
L129	35.34	S48°00'16"E
L130	52.73	N66°45'06"E
L131	10.65	N40°11'44"E
L132	42.45	N47°20'10"E
L133	13.50	N39°45'15"E

TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	1,778	0.041
B	3,190	0.073
C	1,347	0.031
D	4,155	0.095
E	1,768	0.041
F	385	0.009
G	379	0.009
H	1,345,375	30.886
I	3,184	0.073
J	36,198	0.831
K	56,618	1.300
L	2,686	0.062
M	2,622	0.060
N	2,675	0.061
O	2,866	0.066
P	20,012	0.459
Q	15,153	0.348
R	326,684	7.495
S	2,703,648	62.067
T	18,897	0.434
U	154,565	3.548
V	20,385	0.468
W	312,751	7.180
X	97,476	2.238

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C287	6.45'	6.59'	56°05'37"	S68°53'41"E	6.19'
C288	35.11'	21.36'	94°10'00"	S49°51'29"E	31.29'
C289	14.18'	13.11'	61°59'12"	S33°46'06"E	13.50'
C290	43.31'	38.32'	64°45'27"	S36°33'59"E	41.04'
C291	37.38'	44.54'	48°05'21"	N28°29'50"E	36.30'
C292	23.98'	20.20'	68°01'22"	N18°31'50"E	22.60'
C293	47.08'	49.26'	54°45'12"	N11°53'45"E	45.31'
C294	22.84'	20.00'	65°25'06"	N07°00'46"E	21.62'

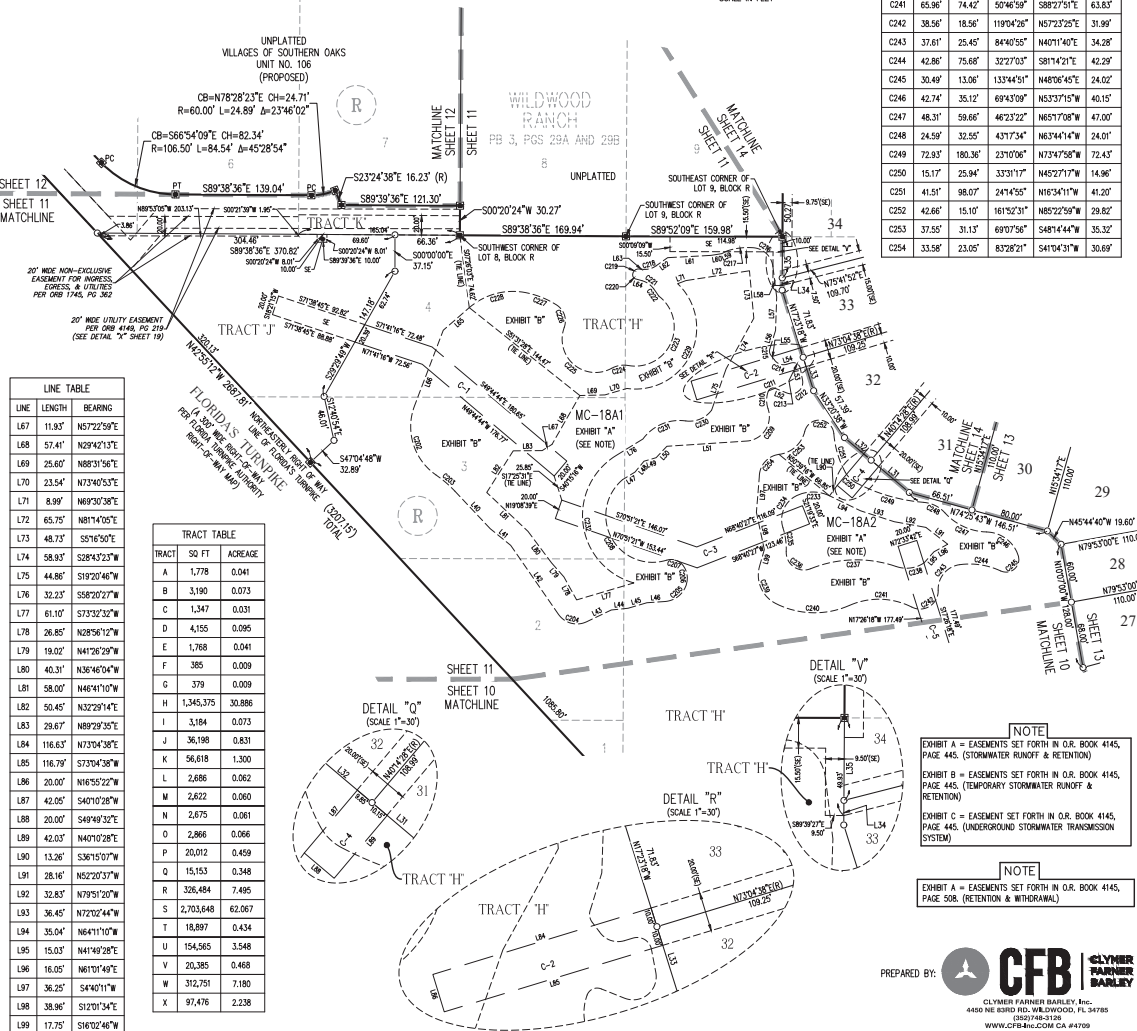


PLAT BOOK _____
PAGE _____

LINE TABLE		
LINE	LENGTH	BEARING
L67	11.93'	N57°22'59"E
L68	57.41'	N29°42'13"E
L69	25.60'	N08°31'56"E
L70	23.54'	N73°40'53"E
L71	8.99'	N69°30'38"E
L72	65.75'	N81°14'05"E
L73	48.73'	S51°56'50"E
L74	58.93'	S28°43'23"W
L75	44.86'	S19°20'46"W
L76	32.23'	S58°20'27"W

TRACT TABLE		
TRACT	SQ FT	AREAGE
A	1,778	0.041
B	3,190	0.073
C	1,347	0.031
D	4,155	0.095
E	1,768	0.041
F	385	0.009
G	379	0.009
H	1,345,375	30.886
I	3,184	0.073
J	36,198	0.831
K	56,618	1.300
L	2,686	0.062
M	2,622	0.060
N	2,675	0.061
O	2,886	0.066
P	20,012	0.459
Q	15,153	0.348
R	326,684	7.495
S	2,703,648	62.067
T	18,897	0.434
U	154,565	3.548
V	20,385	0.468
W	312,751	7.180
X	97,476	2.238

N INDICATES NORTH OR NEARBY CONCRETE PERMANENT REFERENCE
 MONUMENT (P.R.M.) FOUND (IN A7090). OTHERWISE ORIENTED
 BY THE SURVEYOR.
 (6) INDICATES 4" x 4" x 8" CONCRETE PERMANENT REFERENCE
 MONUMENT (P.R.M.) ON 5/8" IRON PIPE AND CAP SET (IN A7090)
 INDICATES P.A. AND C.P. OF CURB OR CONTROL POINT
 (P.C.P.) IN A7090 TO BE SET WITHIN ONE YEAR OF THE
 DATE OF THE RECORD.
 (7) INDICATES 5/8" IRON PIPE AND CAP TO BE SET IN
 CONCRETE IN SECTION 177.00(4) FLORIDA STATUTES.
 (SEE NOTE 6).
 (8) INDICATES CURVE NUMBER IN CURVE DATA
 (9) INDICATES ONE NUMBER IN LINE NAME
 (10) INDICATES OVERLINE
 (11) INDICATES CENTER LINE ANGLE OF CURVE
 (12) INDICATES CHORD BEARING
 (13) INDICATES CHORD BEARING
 (14) INDICATES ARC LENGTH
 (15) INDICATES CHORD BEARING
 (16) INDICATES ARC LENGTH
 (17) INDICATES CHORD BEARING
 (18) INDICATES CHORD BEARING
 (19) INDICATES POINT OF CURVATURE
 (20) INDICATES POINT OF CURVATURE
 (21) INDICATES POINT OF COMPOUND CURVATURE
 (22) INDICATES POINT OF REVERSE CURVATURE
 (23) INDICATES POINT OF TANGENCY
 (24) INDICATES RADIIUS LENGTH
 (25) INDICATES RADIIUS LENGTH
 (26) INDICATES DRAINAGE RETENTION AREA FOR STORMWATER
 MANAGING FACILITY (SEE FACILITY) (SEE NOTE 1)
 (27) INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER
 AND ITS ASSIGNS)
 SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS
 FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE
 AND OPERATION OF WATER, SANITARY SEWER, GAS, ELECTRIC, GAS, GAS,
 AND/OR OTHER UTILITIES AND/OR THE CONSTRUCTION, INSTALLATION,
 AND/OR GATE CRAFT PAVES, DRAINAGE CONCENTRATES PUTTING HYDRAULIC
 AND/OR OTHER FACILITIES (SEE FACILITY) (SEE NOTE 1)
 (28) INDICATES EASEMENT FOR THE CONSTRUCTION, INSTALLATION,
 MAINTENANCE AND OPERATION OF UTILITIES (SEE FACILITY) (SEE NOTE 1)
 (29) INDICATES EASEMENT FOR THE CONSTRUCTION, INSTALLATION,
 MAINTENANCE AND OPERATION OF UTILITIES (SEE FACILITY) (SEE NOTE 1)
 (30) INDICATES EASEMENT FOR THE CONSTRUCTION, INSTALLATION,
 MAINTENANCE AND OPERATION OF UTILITIES (SEE FACILITY) (SEE NOTE 1)



CURVE TABLE					
CURVE	LENGTH	WIDTH	DELTA	CHORD	BNG.
C234	40.22	27.21	84°42'39"	S242°15'N	36.68
C235	24.65	69.45	110°24'38"	S074°16'E	24.55
C36	36.28	18.17	220°27'54"	S54°51'03"E	30.43
C237	88.42	124.59	118°10'31"	N88°30'35"E	87.5
C238	29.97	32.19	53°21'00"	N82°23'38"E	28.19
C239	45.08	32.52	79°14'33"	S23°34'30"E	45.3
C40	77.85	88.05	59°33'57"	S88°31'54"E	75.73
C241	65.96	74.42	50°46'59"	S88°72'51"E	63.86
C242	38.56	18.56	119°04'26"	N57°23'25"E	39.1
C243	37.61	25.45	89°46'55"	N40°11'40"E	34.29
C244	42.86	75.68	32°27'03"	N81°12'12"E	42.2
C245	30.49	13.06	133°54'51"	N48°06'45"E	24.00
C246	42.74	35.61	69°43'09"	N53°37'15"E	40.19
C247	48.31	59.82	48°23'22"	N65°57'08"E	47.07
C248	24.59	32.55	43°17'34"	N63°44'14"E	24.0
C249	72.93	28.30	237°10'06"	N73°58'58"E	72.4
C250	15.17	15.94	333°17'17"	N52°57'17"E	14.96
C251	41.51	98.07	274°45'56"	N15°44'11"E	39.8
C252	42.66	15.10	161°52'31"	N82°52'59"E	28.28
C253	37.55	31.31	69°07'56"	S48°14'44"E	35.3
C254	33.58	23.05	82°28'21"	S41°04'31"E	30.06

NOTE
 EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 4145, PAGE 445. (STORMWATER RUNOFF & RETENTION)
 EXHIBIT B = EASEMENTS SET FORTH IN O.R. BOOK 4145, PAGE 445. (TEMPORARY STORMWATER RUNOFF & RETENTION)
 EXHIBIT C = EASEMENT SET FORTH IN O.R. BOOK 4145, PAGE 445. (UNDERGROUND STORMWATER TRANSMISSION SYSTEM)

NOTE
EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 4145
PAGE 508. (RETENTION & WITHDRAWAL)

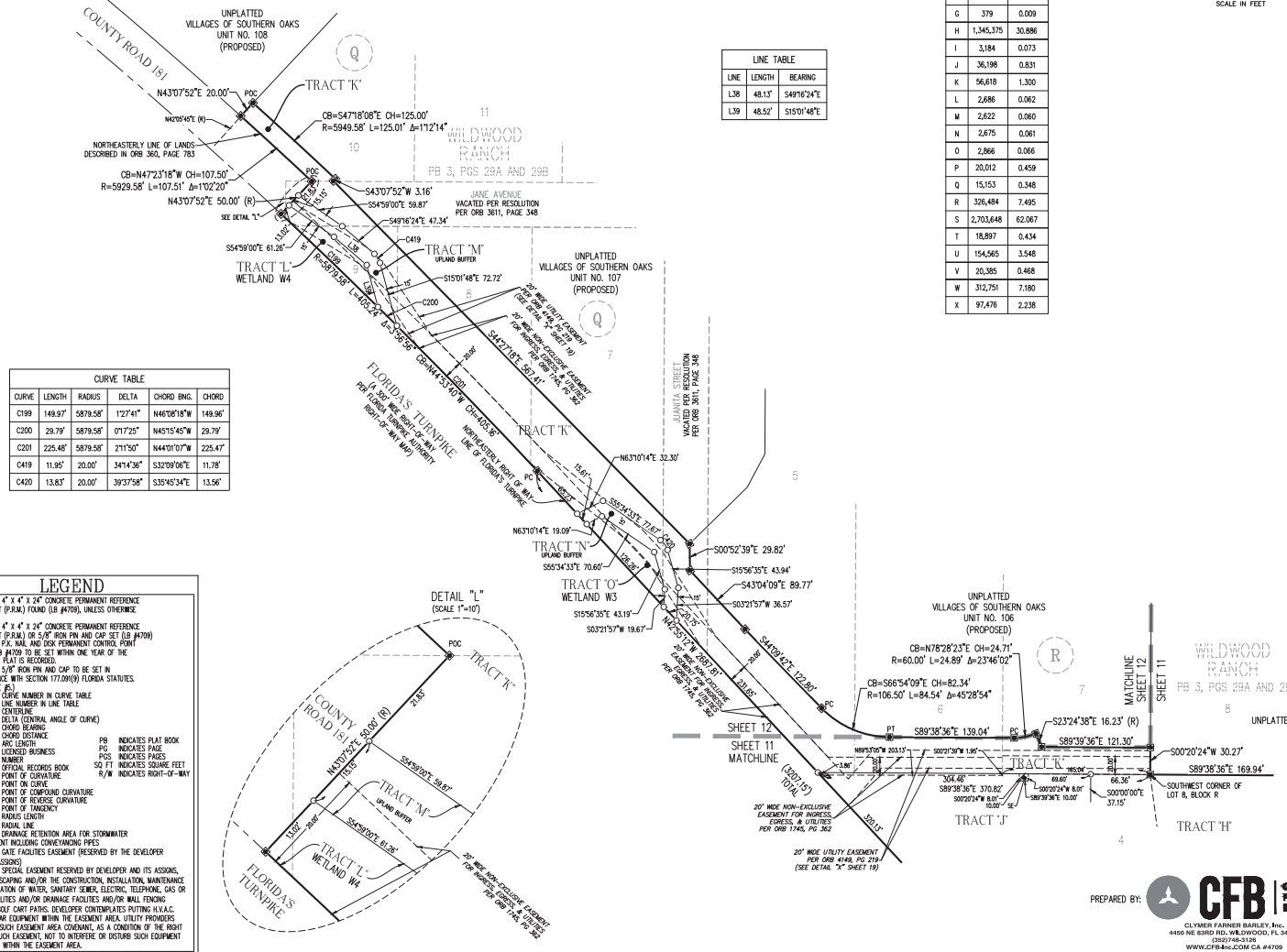
PREPARED BY:  **CFB** | **CLYMER FARNER BARILE**
CLYMER FARNER BARILE, Inc.
4450 NE 83RD RD. WILDOOD, FL 34785
(352) 748-3126
WWW.CFB-INC.COM #4709

VILLAGES OF SOUTHERN OAKS UNIT NO. 105

SHEET 12 OF 19

PLAT BOOK _____
PAGE _____

SECTIONS 16, 17, 20 AND 21, TOWNSHIP 19 SOUTH, RANGE 23 EAST, CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA, A PARTIAL REPLAT OF TRACTS "C" AND "G", VILLAGES OF SOUTHERN OAKS MEGGISON ROAD CORRIDOR, AS RECORDED IN PLAT BOOK 19, PAGES 31, 31A THROUGH 31L, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, AND A PARTIAL REPLAT OF WILDWOOD RANCH, RECORDED IN PLAT BOOK 3, PAGES 29A AND 29B, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.



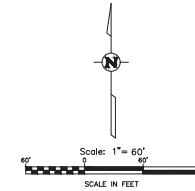
CURVE	LENGTH	RADIUS	DELTA	CHORD BEG.	CHORD
C199	149.97	5879.58'	127°41'	N46°08'18"W	149.96'
C200	29.79	5879.58'	01°25'	N45°15'45"W	29.79'
C201	225.48'	5879.58'	21°50'	N44°01'07"W	225.47'
C419	11.95'	20.00'	34°14'36"	S33°09'06"E	11.78'
C420	13.83'	20.00'	39°37'58"	S35°45'34"E	13.56'

LEGEND

- INDICATES 4" x 4" x 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #4709), UNLESS OTHERWISE NOTED.
- INDICATES 4" x 4" x 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET (LB #4709) FOUND (LB #4709) TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
- INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.09(9) FLORIDA STATUTES.
- INDICATES CURVE NUMBER IN CURVE TABLE.
- INDICATES LINE NUMBER IN LINE TABLE.
- INDICATES CENTERLINE.
- INDICATES DELTA (CENTRAL ANGLE OF CURVE).
- INDICATES CHORD BEARING.
- INDICATES CHORD DISTANCE.
- INDICATES ARC LENGTH.
- INDICATES LICENSED BUSINESS.
- INDICATES NUMBER.
- INDICATES OFFICIAL RECORDS BOOK.
- INDICATES POINT OF CURVATURE.
- INDICATES POINT OF CURVE.
- INDICATES POINT OF COMPOUND CURVATURE.
- INDICATES POINT OF TANGENCY.
- INDICATES RADIUS LENGTH.
- INDICATES RADIAL LINE.
- INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES.
- INDICATES GATE FACILITIES EASEMENT (RECORDED BY THE DEVELOPER AND ITS ASSIGNS).
- INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTINGUATES PUTTING IN PLACE AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISRUPT SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.

LINE	LENGTH	BEARING
L38	48.13'	S49°16'24"E
L39	48.52'	S15°01'48"E

TRACT	SQ FT	ACREAGE
A	1,778	0.041
B	3,190	0.073
C	1,347	0.031
D	4,155	0.095
E	1,768	0.041
F	385	0.009
G	379	0.009
H	1,345,375	30.886
I	3,184	0.073
J	36,196	0.831
K	56,618	1.300
L	2,686	0.062
M	2,622	0.060
N	2,675	0.061
O	2,866	0.066
P	20,012	0.459
Q	15,153	0.348
R	326,484	7.495
S	2,703,648	62.067
T	18,897	0.434
U	154,565	3.548
V	20,385	0.468
W	312,751	7.180
X	97,476	2.238



VILLAGES OF SOUTHERN OAKS UNIT NO. 105

SECTIONS 16, 17, 20 AND 21, TOWNSHIP 19 SOUTH, RANGE 23 EAST, CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA, A PARTIAL REPLAT OF TRACTS "C" AND "G", VILLAGES OF SOUTHERN OAKS MEGGISON ROAD CORRIDOR, AS RECORDED IN PLAT BOOK 19, PAGES 31, 31A THROUGH 31L, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, AND A PARTIAL REPLAT OF WILDWOOD RANCH, RECORDED IN PLAT BOOK 3, PAGES 29A AND 29B, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

SHEET 13 OF 19

PLAT BOOK
PAGE

CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C36	119.79'	150.00'	45°45'29"	S82°06'24"W	116.64'
C37	23.83'	100.00'	13°39'01"	S37°35'54"E	23.77'
C38	112.62'	89.00'	72°29'56"	N08°10'30"W	105.25'
C39	292.04'	745.49'	22°26'42"	N39°17'50"E	290.18'
C40	156.18'	745.49'	12°00'12"	N34°04'35"E	155.89'
C41	135.86'	745.49'	10°26'30"	N45°17'56"E	135.67'
C42	132.12'	89.00'	85°03'21"	S86°57'08"E	120.32'
C43	185.92'	1000.00'	10°39'08"	N49°45'02"W	185.65'
C44	117.70'	150.00'	44°57'36"	S32°35'48"E	114.71'
C45	88.27'	500.00'	10°06'52"	S05°03'34"E	88.15'
C46	93.40'	89.00'	60°07'35"	S44°21'55"E	89.17'
C47	60.03'	500.00'	6°52'43"	S03°26'14"W	59.99'
C48	79.08'	100.00'	45°18'28"	S21°46'14"E	77.03'
C49	109.19'	135.00'	46°20'38"	N82°23'58"E	106.24'
C50	34.61'	135.00'	14°41'17"	S81°46'21"E	34.51'
C51	74.59'	135.00'	31°39'21"	N75°03'21"E	73.64'
C52	99.83'	125.00'	45°45'29"	S82°06'24"W	97.20'
C53	36.18'	20.00'	103°39'01"	S07°24'06"W	31.45'
C54	47.15'	106.50'	25°22'05"	N31°44'25"W	46.77'
C55	60.69'	106.50'	32°35'54"	N02°43'55"W	59.87'
C56	26.92'	106.50'	14°28'57"	N20°50'00"E	26.85'
C57	37.26'	762.99'	2°47'53"	N29°28'25"E	37.26'
C58	74.23'	762.99'	5°34'28"	N33°39'36"E	74.20'
C59	68.37'	762.99'	5°08'02"	N39°00'51"E	68.34'
C60	70.32'	762.99'	5°16'51"	N44°13'17"E	70.30'
C61	46.71'	762.99'	3°39'28"	N48°41'27"E	46.70'
C62	17.23'	106.50'	9°16'08"	N55°09'15"E	17.21'
C63	64.05'	106.50'	34°27'36"	N77°01'07"E	63.09'
C64	59.00'	106.50'	31°44'30"	S69°52'50"E	58.25'
C65	17.82'	106.50'	9°35'08"	S49°15'02"E	17.80'
C66	106.14'	71.50'	85°03'21"	S86°57'08"E	96.66'
C67	25.72'	727.99'	2°01'29"	N49°30'27"E	25.72'
C68	71.99'	727.99'	5°39'57"	N45°39'44"E	71.96'
C69	30.46'	20.00'	87°15'14"	N00°47'51"W	27.60'
C70	34.51'	20.00'	98°51'00"	N86°09'03"E	30.38'
C71	68.33'	727.99'	5°22'40"	N34°02'15"E	68.30'
C72	41.59'	727.99'	3°16'24"	N29°42'41"E	41.59'
C73	90.47'	71.50'	72°29'56"	N08°10'30"W	84.56'
C74	62.39'	982.50'	3°38'17"	N46°14'36"W	62.38'
C75	65.18'	982.50'	3°48'04"	N49°57'47"W	65.17'
C76	55.10'	982.50'	3°12'47"	N53°28'12"W	55.09'
C77	8.02'	167.50'	3°05'04"	S53°32'04"E	8.02'
C78	53.86'	167.50'	18°25'20"	S42°46'51"E	53.82'
C79	54.07'	167.50'	18°29'46"	S24°19'18"E	53.84'
C80	14.49'	167.50'	4°57'25"	S12°35'42"E	14.49'
C81	103.97'	132.50'	44°57'36"	S32°35'48"E	101.33'
C82	12.72'	1017.50'	0°42'59"	N54°43'06"W	12.72'
C83	58.95'	1017.50'	3°19'11"	N52°42'01"W	58.95'
C84	58.95'	1017.50'	3°19'11"	N49°22'50"W	58.95'
C85	58.54'	1017.50'	3°17'47"	N46°04'21"W	58.53'
C86	56.05'	517.50'	6°12'32"	S07°00'44"E	56.05'
C87	24.62'	20.00'	70°31'15"	N39°10'05"W	23.09'
C88	24.31'	482.50'	2°53'12"	S08°40'24"E	24.31'
C89	39.38'	20.00'	112°48'09"	S49°01'41"W	33.32'

TRACT	SQ. FT.	ACREAGE
A	1,778	0.041
B	3,190	0.073
C	1,347	0.031
D	4,155	0.095
E	1,768	0.041
F	385	0.009
G	379	0.009
H	1,345,375	30.886
I	3,184	0.073
J	36,198	0.831
K	56,618	1.300
L	2,686	0.062

TRACT	SQ. FT.	ACREAGE
A	1,778	0.041
B	3,190	0.073
C	1,347	0.031
D	4,155	0.095
E	1,768	0.041
F	385	0.009
G	379	0.009
H	1,345,375	30.886
I	3,184	0.073
J	36,198	0.831
K	56,618	1.300
L	2,686	0.062

CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C117	10.71'	160.00'	3°50'11"	S76°20'48"E	10.71'
C118	23.03'	20.00'	65°59'13"	N45°16'17"W	21.78'
C119	41.96'	117.50'	20°27'38"	S22°30'29"E	41.74'
C120	23.97'	117.50'	11°41'09"	S38°34'53"E	23.92'
C121	25.56'	82.50'	17°44'57"	S53°52'58"E	25.45'
C122	36.03'	20.00'	103°12'56"	S24°55'57"W	31.35'
C123	48.35'	160.00'	17°18'45"	N67°53'02"E	48.16'
C124	29.21'	20.00'	83°40'01"	N78°56'20"W	26.68'
C125	15.01'	117.50'	7°19'08"	S40°45'53"E	15.00'
C126	28.67'	110.00'	8°45'50"	N79°22'46"W	28.64'
C127	61.20'	175.00'	20°02'12"	S86°14'12"W	60.89'
C128	51.90'	175.00'	16°59'27"	S67°43'23"W	51.71'
C129	62.00'	110.00'	32°17'30"	N75°22'25"E	61.18'
C130	26.98'	110.00'	14°03'08"	S81°27'17"E	26.91'
C131	27.53'	20.00'	78°52'31"	S34°59'27"E	25.41'
C132	20.46'	482.50'	2°25'48"	S05°39'42"W	20.46'

CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C133	62.00'	110.00'	32°17'30"	N75°22'25"E	61.18'
C134	26.98'	110.00'	14°03'08"	S81°27'17"E	26.91'
C135	27.53'	20.00'	78°52'31"	S34°59'27"E	25.41'
C136	20.46'	482.50'	2°25'48"	S05°39'42"W	20.46'

LINE	LENGTH	BEARING
L1	29.83'	S30°46'20"E
L2	10.47'	S05°53'00"W

PREPARED BY:



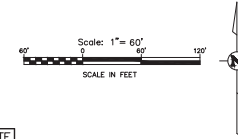
CLYNER FARMER BARLEY, INC.
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352.616.5128
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VILLAGES OF SOUTHERN OAKS UNIT NO. 105

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PLAT BOOK _____
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SECTIONS 16, 17, 20 AND 21, TOWNSHIP 19 SOUTH, RANGE 23 EAST, CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA, A PARTIAL REPLAT OF TRACTS "C" AND "G", VILLAGES OF SOUTHERN OAKS MEGGISON ROAD CORRIDOR, AS RECORDED IN PLAT BOOK 19, PAGES 31, 31A THROUGH 31L, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, AND A PARTIAL REPLAT OF WILDWOOD RANCH, RECORDED IN PLAT BOOK 3, PAGES 29A AND 29B, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

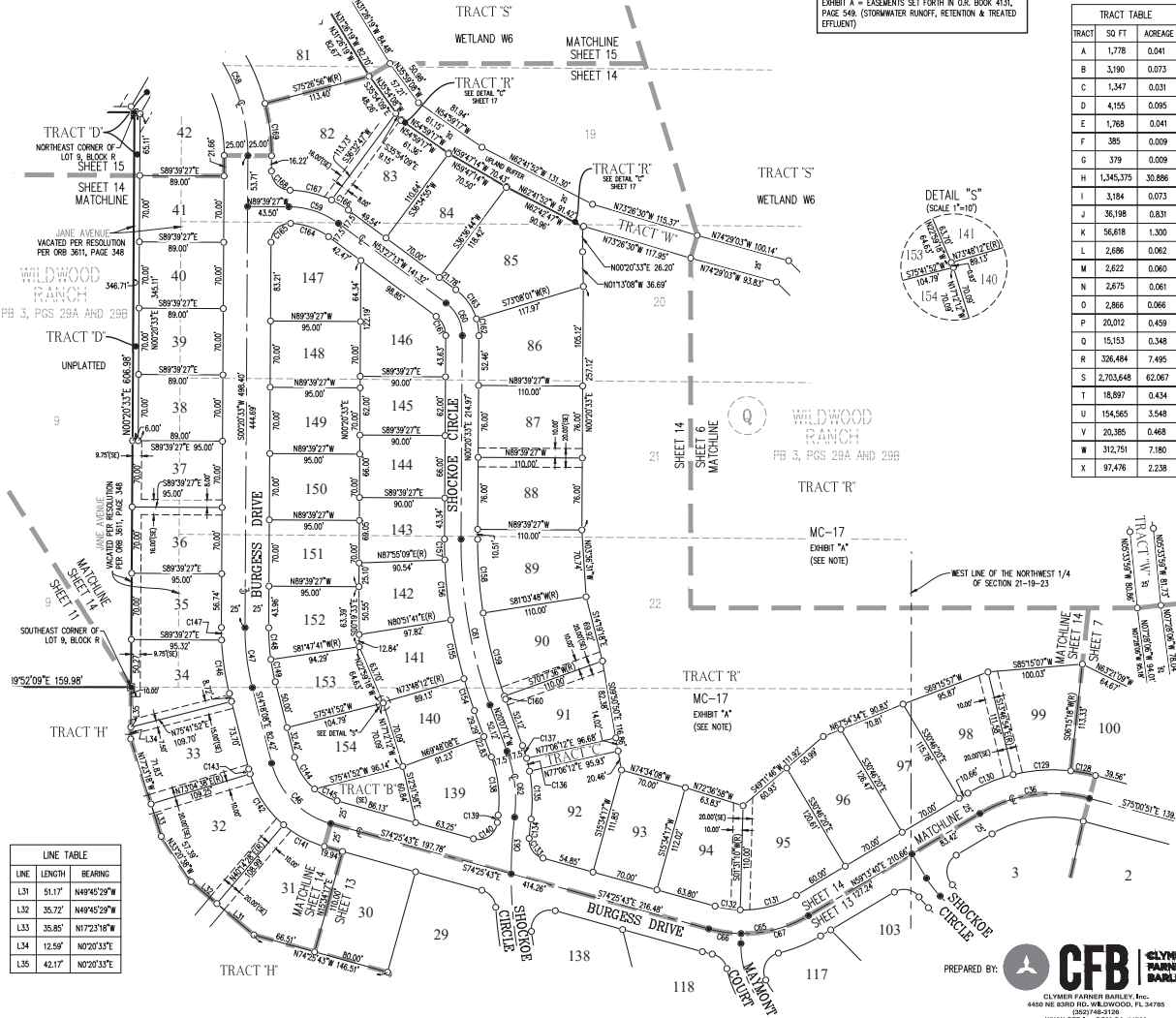


NOTE
EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 4131, PAGE 548. (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)

TRACT	SQ. FT.	ACREAGE
A	1,778	0.041
B	3,190	0.073
C	1,347	0.031
D	4,155	0.095
E	1,768	0.041
F	385	0.009
G	379	0.009
H	1,345,375	30.886
I	3,184	0.073
J	36,198	0.831
K	56,618	1.300
L	2,686	0.062
M	2,622	0.060
N	2,675	0.061
O	2,866	0.066
P	20,012	0.459
Q	15,153	0.348
R	326,484	7.495
S	2,703,648	62.067
T	18,897	0.434
U	154,565	3.548
V	20,385	0.468
W	312,751	7.180
X	97,476	2.238

CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C36	119.79	150.00	45°45'29"	S82°06'24"W	116.64
C46	93.40	89.00	60°07'35"	S44°21'59"E	89.17
C47	63.90	250.00	14°38'41"	S06°58'47"E	63.73
C58	231.92	190.00	69°56'11"	N34°37'32"W	217.79
C59	56.24	88.00	36°12'14"	N71°33'20"W	55.31
C60	39.90	42.50	53°47'46"	N26°33'20"W	38.45
C61	178.57	500.00	20°27'45"	S09°53'19"E	177.62
C62	70.85	150.00	26°59'48"	N06°37'16"W	70.02
C63	60.03	500.00	6°52'43"	S03°26'47"W	59.99
C65	109.19	135.00	46°20'38"	N82°23'58"E	106.24
C66	34.61	135.00	14°41'17"	S81°46'21"E	34.51
C67	74.59	135.00	31°39'21"	N75°03'20"E	73.64
C128	26.67	175.00	8°43'50"	N79°22'40"W	26.64
C129	61.20	175.00	20°02'12"	S86°41'12"W	60.89
C130	51.90	175.00	16°59'27"	S67°43'23"W	51.71
C131	62.00	110.00	32°17'30"	N75°22'25"E	61.18
C132	26.98	110.00	14°03'08"	S81°27'17"E	26.91
C133	27.53	20.00	78°52'31"	S34°59'27"E	25.41
C134	20.46	482.50	2°25'48"	S05°39'42"W	20.46
C135	50.80	167.50	17°22'41"	N01°48'45"W	50.61
C136	14.00	167.50	4°47'25"	N12°53'48"W	14.00
C137	14.11	167.50	4°49'41"	N17°42'21"W	14.11
C138	62.43	132.50	26°59'48"	N06°37'18"W	61.86
C139	7.78	517.50	0°51'43"	S06°28'45"W	7.78
C140	34.75	20.00	89°33'24"	N55°47'35"E	30.54
C141	49.08	114.00	34°40'11"	S62°05'38"E	48.71
C142	65.33	114.00	32°50'10"	S33°20'27"E	64.44
C143	5.21	114.00	2°37'14"	S15°36'45"E	5.21
C144	40.17	64.00	35°57'35"	S32°16'55"E	39.51
C145	26.99	64.00	24°10'07"	S62°20'43"E	26.79
C146	57.02	275.00	11°52'50"	S08°21'43"E	56.92
C147	13.27	275.00	2°45'51"	S01°02'22"E	13.27
C148	33.57	225.00	6°32'52"	S03°55'53"E	33.54
C149	23.94	225.00	6°05'49"	S11°19'13"E	23.93
C154	35.44	517.50	3°55'24"	S18°09'30"E	35.43
C155	63.75	517.50	7°03'28"	S12°40'03"E	63.71
C156	63.75	517.50	7°03'28"	S06°36'35"E	63.71
C157	21.89	517.50	2°25'24"	S00°52'09"E	21.89
C158	78.14	482.50	9°16'45"	S04°17'49"E	78.06
C159	90.70	482.50	10°46'12"	S14°19'18"E	90.56
C160	3.48	482.50	0°24'48"	S19°54'48"E	3.48
C161	23.47	25.00	53°47'46"	N26°33'20"W	22.62
C162	18.02	60.00	17°12'33"	N08°15'43"W	17.95
C163	38.31	60.00	36°35'13"	N35°09'36"W	37.67
C164	43.10	71.50	34°32'04"	N70°43'15"W	42.45
C165	32.00	20.00	91°40'10"	S46°10'38"W	28.69
C166	20.59	106.50	11°04'38"	S58°59'32"W	20.56
C167	45.44	106.50	24°28'50"	N76°45'15"W	45.10
C168	31.58	20.00	89°19'14"	S44°19'04"E	28.12
C169	55.89	215.00	14°53'38"	N07°06'15"W	55.73

LINE	LENGTH	BEARING
L31	51.17	N49°45'29"W
L32	35.72	N49°45'29"W
L33	35.85	N17°33'18"W
L34	12.59	N02°20'33"E
L35	42.17	N02°20'33"E



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CLYMER FARMER BARLEY, INC.
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352/318-3128
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VILLAGES OF SOUTHERN OAKS UNIT NO. 105

SECTIONS 16, 17, 20 AND 21, TOWNSHIP 19 SOUTH, RANGE 23 EAST, CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA, A PARTIAL REPLAT OF TRACTS "C" AND "G", VILLAGES OF SOUTHERN OAKS MEGGISON ROAD CORRIDOR, AS RECORDED IN PLAT BOOK 19, PAGES 31, 31A THROUGH 31L, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, AND A PARTIAL REPLAT OF WILDWOOD RANCH, RECORDED IN PLAT BOOK 3, PAGES 29A AND 29B, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

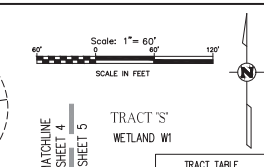
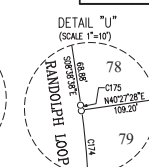
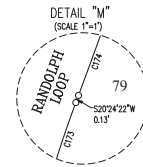
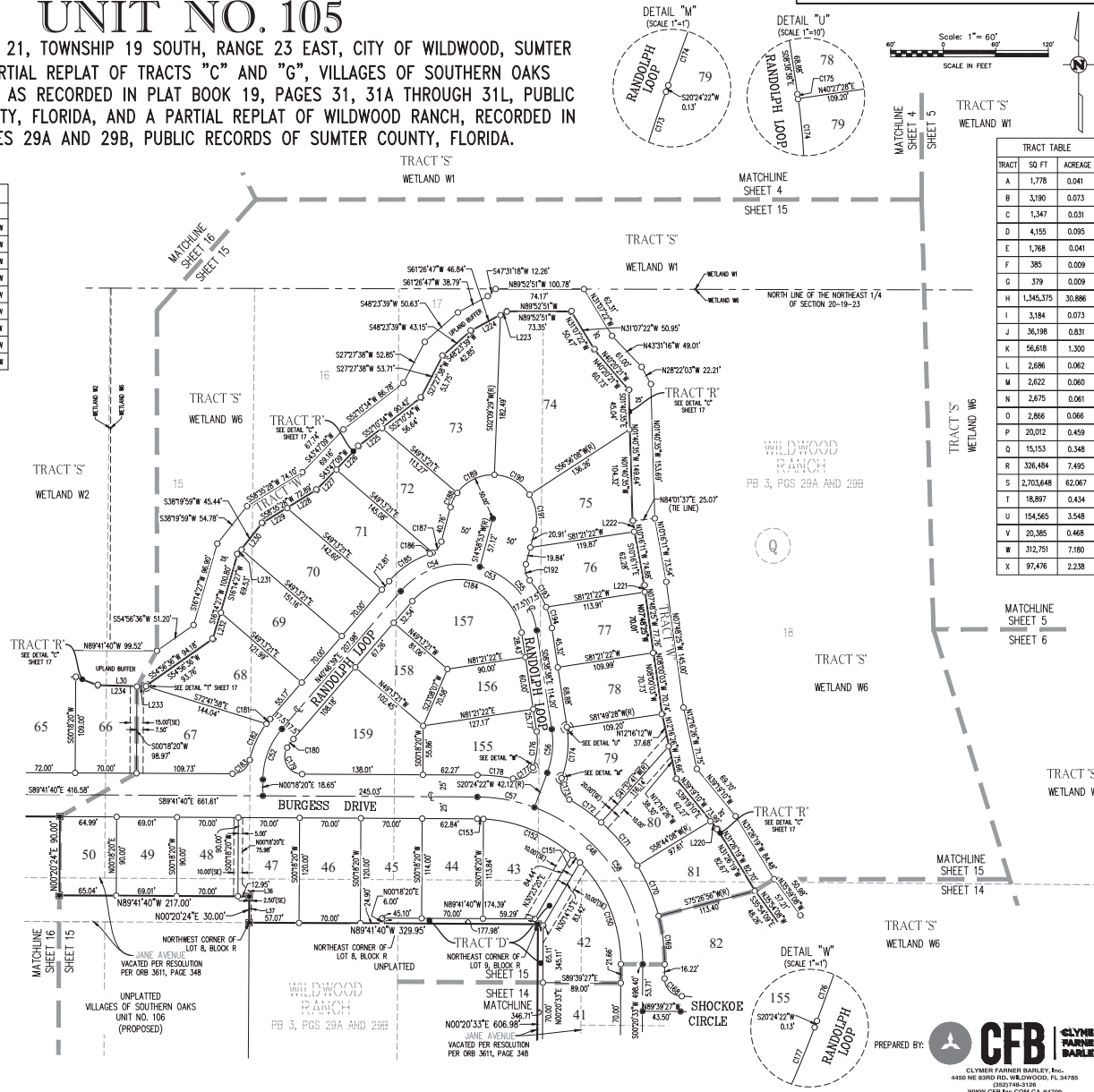
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PLAT BOOK
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LINE	LENGTH	BEARING
L30	53.85'	N88°37'11"W
L36	14.79'	N44°39'35"W
L37	33.56'	N02°20'25"E
L220	11.88'	S39°19'10"E
L221	7.75'	N74°02'25"W
L222	12.66'	N07°16'11"W
L223	8.28'	S81°26'47"W
L224	38.19'	S81°26'47"W
L225	33.93'	S52°10'34"W

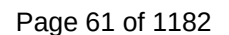
LINE	LENGTH	BEARING
L226	36.79'	S43°47'09"W
L227	32.43'	S43°47'09"W
L228	39.51'	S58°35'28"W
L229	33.32'	S58°35'28"W
L230	38.31'	S38°19'59"W
L231	6.76'	S38°19'59"W
L232	31.43'	S16°14'27"W
L233	9.46'	N88°44'15"W
L234	44.88'	N88°35'44"W

CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD
C48	298.57'	190.00'	90°02'13"	N44°40'33"W	268.79'
C52	62.87'	89.00'	40°28'01"	S20°32'30"W	61.57'
C53	202.83'	89.00'	130°34'43"	N73°55'59"W	161.70'
C54	99.73'	89.00'	64°12'14"	S72°52'46"W	94.59'
C55	103.10'	89.00'	66°22'29"	N41°49'52"W	97.43'
C56	50.70'	100.00'	29°03'00"	N05°52'52"E	50.16'
C57	66.66'	190.00'	20°06'02"	N79°38'39"W	66.31'
C58	231.92'	190.00'	69°56'11"	N34°37'32"W	217.79'
C59	128.31'	165.00'	44°33'17"	N21°56'05"W	125.10'
C51	12.21'	165.00'	4°14'27"	N46°19'57"W	12.21'
C52	111.61'	165.00'	38°45'25"	N67°49'53"W	109.50'
C53	7.16'	165.00'	2°29'05"	N88°27'08"W	7.15'
C68	31.98'	20.00'	89°19'14"	S44°19'04"E	28.12'
C69	55.89'	215.00'	14°53'38"	N07°06'15"W	55.73'
C70	62.72'	215.00'	16°42'47"	N22°54'20"W	62.49'
C71	64.51'	215.00'	17°17'28"	N39°51'35"W	64.27'
C72	44.87'	215.00'	11°57'23"	N54°28'01"W	44.78'
C73	28.21'	20.00'	80°49'04"	S20°00'10"E	25.93'
C74	58.61'	117.50'	28°34'54"	N06°06'55"E	58.01'
C75	0.96'	117.50'	0°28'06"	N08°24'35"W	0.96'
C76	41.83'	82.50'	29°03'00"	N05°52'52"E	41.38'
C77	28.21'	20.00'	80°49'04"	N06°48'54"E	25.93'
C78	40.97'	215.00'	10°55'06"	N84°14'07"W	40.91'
C79	42.16'	20.00'	120°46'26"	S29°18'27"E	34.78'
C80	12.10'	71.50'	9°41'53"	S35°55'43"W	12.09'
C81	6.95'	106.50'	3°44'20"	S38°54'30"W	6.95'
C82	45.93'	106.50'	24°42'37"	S24°41'01"W	45.58'
C83	27.22'	20.00'	77°58'38"	N51°19'01"E	25.17'
C84	162.95'	71.50'	130°34'43"	N73°55'59"W	129.91'
C85	56.89'	106.50'	30°38'22"	S64°04'50"W	56.22'
C86	3.30'	20.00'	9°27'18"	N66°39'22"E	3.30'
C87	16.39'	20.00'	46°56'50"	N38°27'01"E	15.93'
C88	18.13'	50.00'	20°46'40"	S25°22'14"W	18.03'
C89	49.22'	50.00'	56°23'59"	S63°57'31"W	47.25'
C90	47.80'	50.00'	54°46'39"	N02°72'12"E	46.00'
C91	41.93'	50.00'	48°02'46"	N09°02'29"W	40.71'
C92	19.69'	50.00'	56°24'08"	S13°31'11"E	18.90'
C93	36.02'	106.50'	19°22'43"	S13°45'53"W	35.85'
C94	24.90'	106.50'	13°23'53"	N15°20'35"W	24.85'



TRACT	SQ. FT.	ACREAGE
A	1,778	0.041
B	3,190	0.073
C	1,347	0.031
D	4,155	0.095
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P	20,012	0.459
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S	2,703,648	62.067
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V	20,385	0.468
W	312,751	7.180
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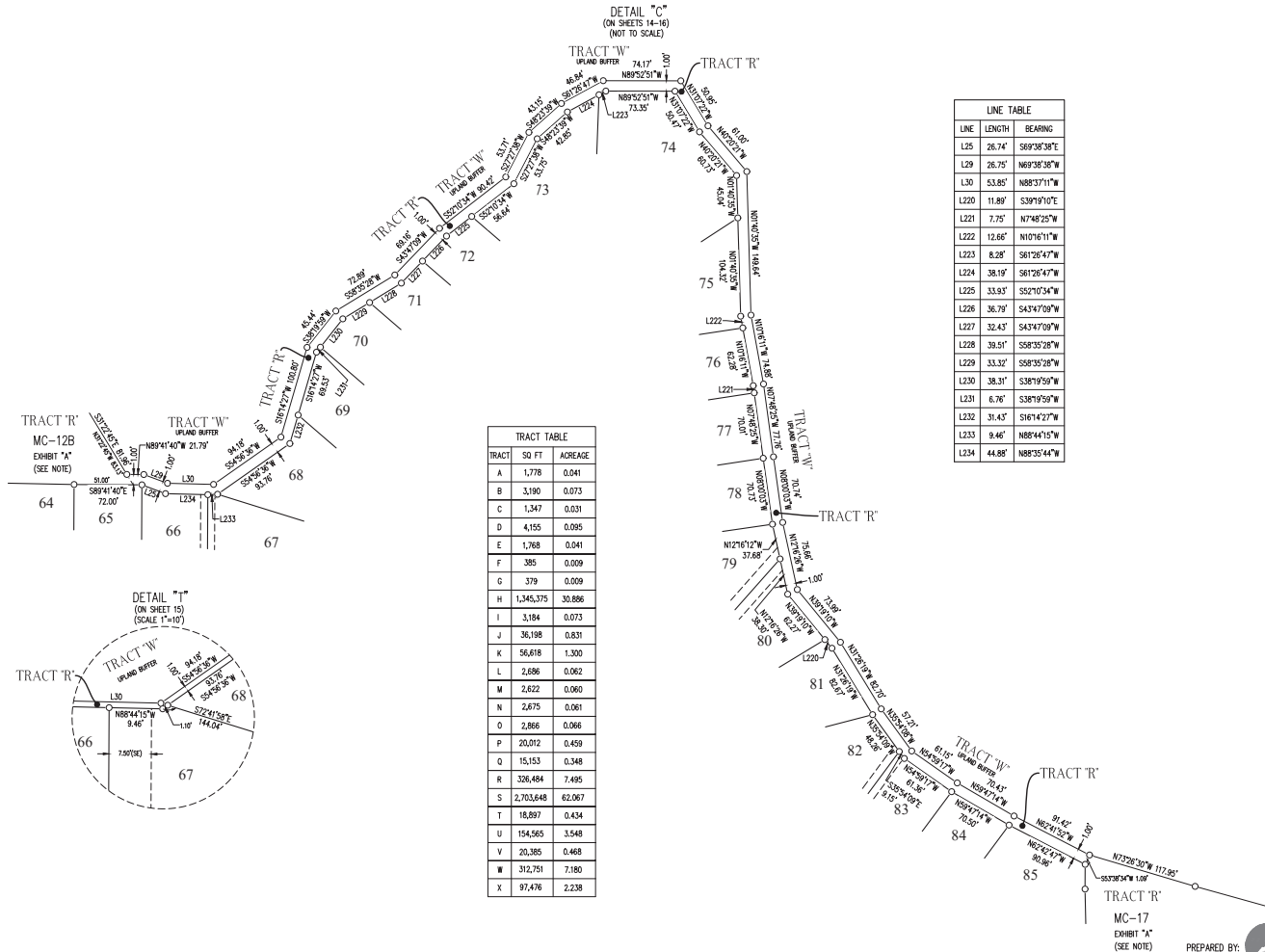
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VILLAGES OF SOUTHERN OAKS UNIT NO. 105

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SECTIONS 16, 17, 20 AND 21, TOWNSHIP 19 SOUTH, RANGE 23 EAST, CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA, A PARTIAL REPLAT OF TRACTS "C" AND "G", VILLAGES OF SOUTHERN OAKS MEGGISON ROAD CORRIDOR, AS RECORDED IN PLAT BOOK 19, PAGES 31, 31A THROUGH 31L, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, AND A PARTIAL REPLAT OF WILDWOOD RANCH, RECORDED IN PLAT BOOK 3, PAGES 29A AND 29B, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.



TRACT TABLE		
TRACT	SQ. FT.	ACREAGE
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B	3,190	0.073
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T	18,897	0.434
U	154,565	3.548
V	20,385	0.468
W	312,751	7.180
X	97,476	2.238

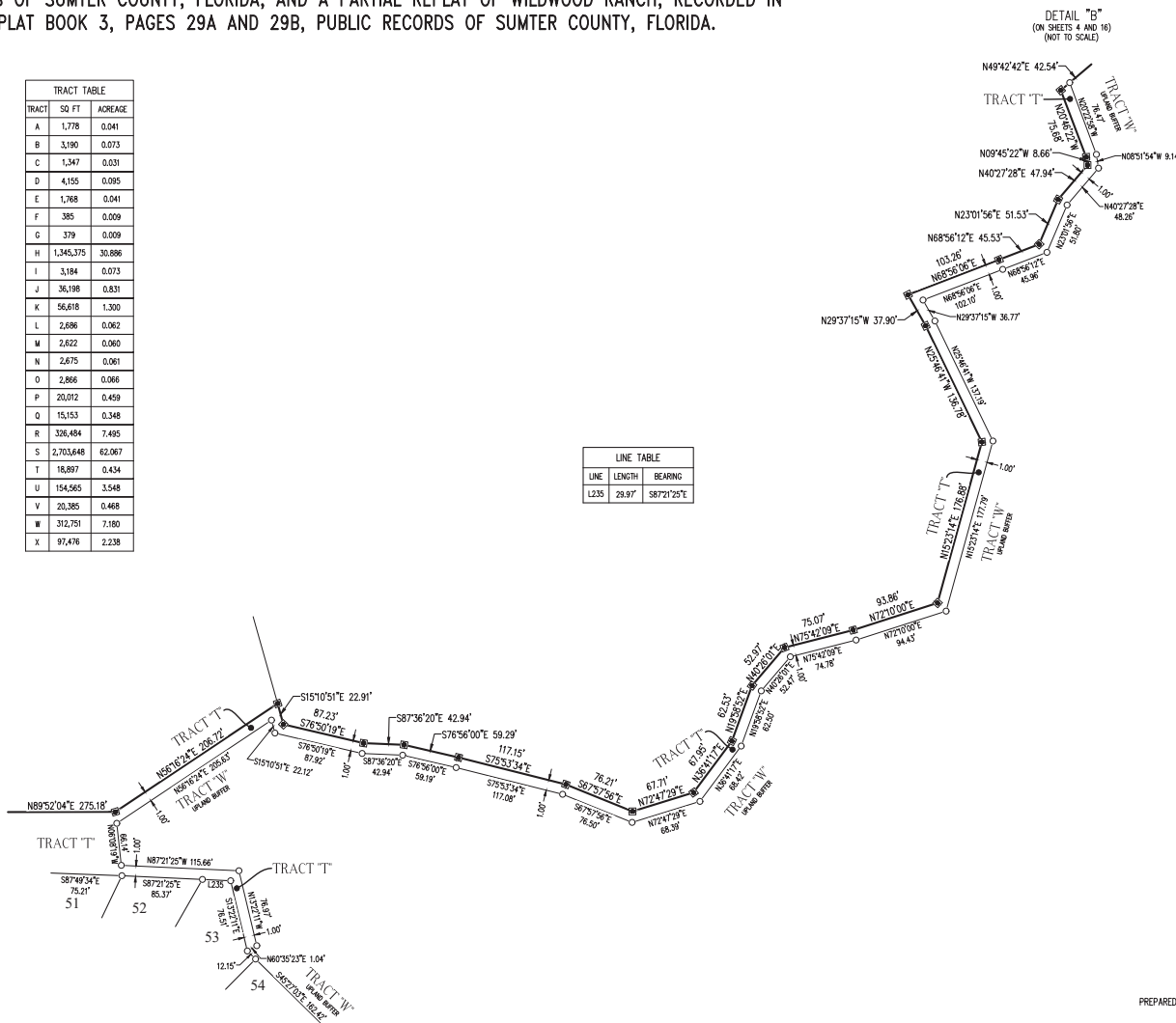
LINE TABLE		
LINE	LENGTH	BEARING
L25	26.74'	S69°38'38"E
L29	26.75'	N69°38'38"W
L30	53.85'	N88°37'11"W
L220	11.89'	S39°19'10"E
L221	7.75'	N7°48'25"W
L222	12.66'	N10°16'11"W
L223	8.28'	S81°26'47"W
L224	38.19'	S81°26'47"W
L225	33.93'	S52°10'34"W
L226	36.79'	S43°47'09"W
L227	32.43'	S43°47'09"W
L228	39.51'	S58°35'28"W
L229	33.32'	S58°35'28"W
L230	38.31'	S38°19'59"W
L231	6.76'	S38°19'59"W
L232	31.43'	S16°14'27"W
L233	9.46'	N88°44'15"W
L234	44.88'	N88°35'44"W

PREPARED BY:  **CFB** CLYMER FARMER BARKLEY, INC.
4400 NE 83RD RD. WILLOWOOD, FL 34785
(352) 786-1136
WWW.CFB-FL.COM CA #4709

PLAT BOOK _____
PAGE _____

TRACT TABLE			
TRACT	SQ FT	AORE	
A	1,778	0.041	
B	3,190	0.073	
C	1,347	0.031	
D	4,155	0.095	
E	1,768	0.041	
F	385	0.009	
G	379	0.009	
H	1,345,375	30.886	
I	3,184	0.073	
J	36,198	0.831	
K	56,618	1.300	
L	2,696	0.062	
M	2,622	0.060	
N	2,675	0.061	
O	2,866	0.066	
P	20,012	0.459	
Q	15,153	0.348	
R	336,484	7.495	
S	2,703,648	62.067	
T	18,897	0.434	
U	154,565	3.548	
V	20,385	0.468	
W	312,751	7.180	
X	97,476	2.238	

LINE TABLE		
LINE	LENGTH	BEARING
L235	29.97'	S87°21'25"E



PREPARED BY:  **CFB** | **CLYMER FARNER BARLEY**

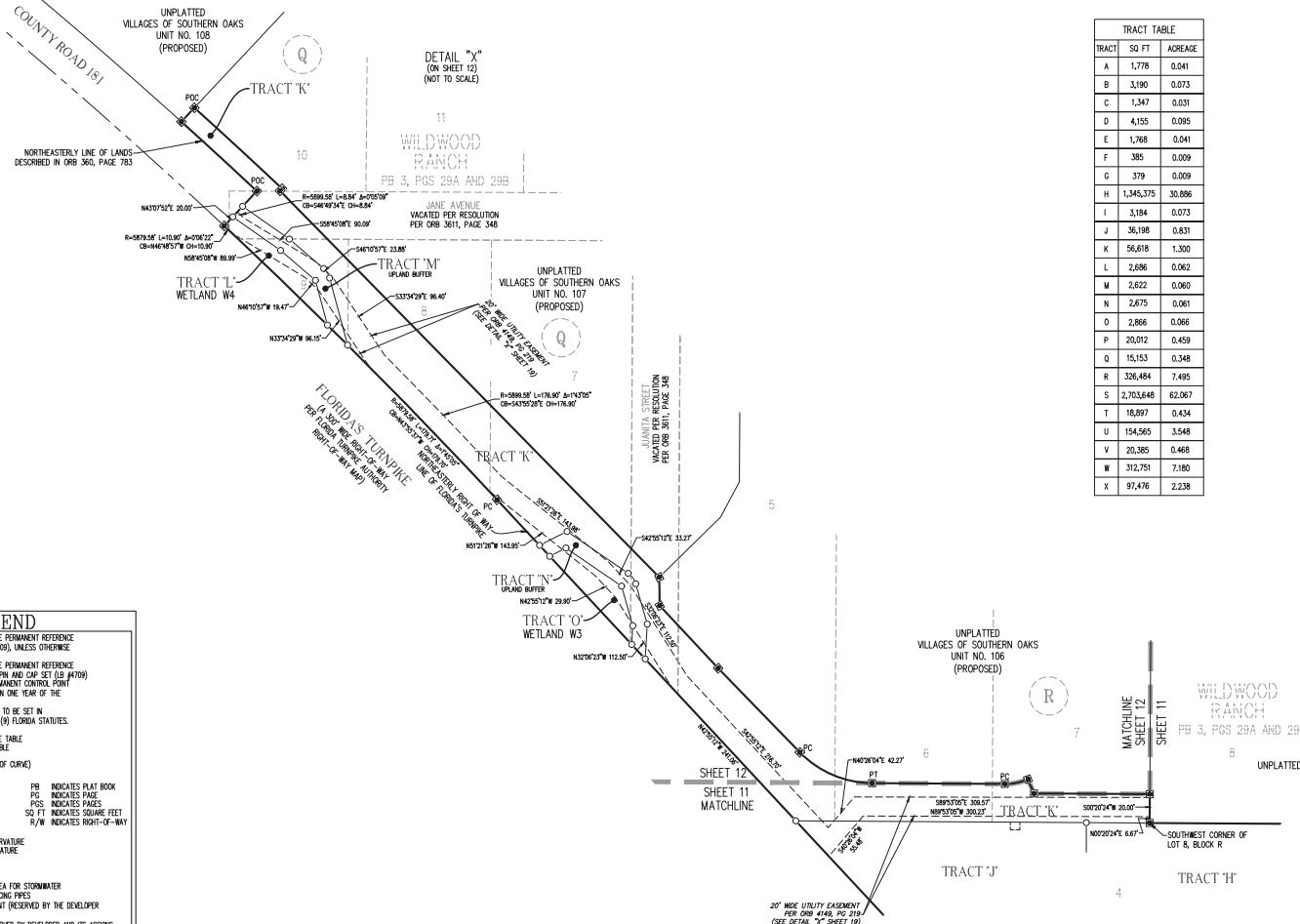
CLYMER FARNER BARLEY, Inc.
4450 NE 83RD RD. WILDWOOD, FL 34785
(352)748-3126
WWW.CFB-INC.COM CA #4709

VILLAGES OF SOUTHERN OAKS UNIT NO. 105

SECTIONS 16, 17, 20 AND 21, TOWNSHIP 19 SOUTH, RANGE 23 EAST, CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA, A PARTIAL REPLAT OF TRACTS "C" AND "G", VILLAGES OF SOUTHERN OAKS MEGGISON ROAD CORRIDOR, AS RECORDED IN PLAT BOOK 19, PAGES 31, 31A THROUGH 31L, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, AND A PARTIAL REPLAT OF WILDWOOD RANCH, RECORDED IN PLAT BOOK 3, PAGES 29A AND 29B, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

SHEET 19 OF 19

PLAT BOOK _____
PAGE _____



TRACT TABLE		
TRACT	SQ. FT.	ACREAGE
A	1,778	0.041
B	3,190	0.073
C	1,347	0.031
D	4,155	0.095
E	1,768	0.041
F	385	0.009
G	379	0.009
H	1,345,375	30.886
I	3,184	0.073
J	36,198	0.831
K	56,618	1.300
L	2,896	0.067
M	2,822	0.065
N	2,875	0.066
O	2,866	0.066
P	20,012	0.459
Q	15,153	0.348
R	326,484	7.495
S	2,703,648	62.067
T	18,887	0.434
U	154,565	3.548
V	20,385	0.468
W	312,751	7.180
X	97,476	2.238

LEGEND

- INDICATES 4" x 4" x 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #4709), UNLESS OTHERWISE NOTED.
- INDICATES 4" x 4" x 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET (LB #4709)
- INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.09(4) FLORIDA STATUTES. (SEE NOTE #6.)
- CS INDICATES CURVE NUMBER IN CURVE TABLE
- LP INDICATES LINE NUMBER IN LINE TABLE
- Δ INDICATES CENTERLINE
- Δ INDICATES DELTA (CENTRAL ANGLE OF CURVE)
- OS INDICATES CHORD BEARING
- CH INDICATES CHORD DISTANCE
- L INDICATES ARC LENGTH
- LB INDICATES LOCATED BUSINESS
- NO INDICATES NUMBER
- ORH INDICATES OFFICIAL RECORDS BOOK
- PC INDICATES POINT OF CURVATURE
- PCC INDICATES POINT OF COMPOUND CURVATURE
- PRC INDICATES POINT OF REVERSE CURVATURE
- PT INDICATES POINT OF TANGENCY
- R INDICATES RADIUS LENGTH
- RV INDICATES RADIAL LINE
- DRA INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
- GFE INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
- SE INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS; DEVELOPER CONTINGUATES PUTTING IN A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZE SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.
- PB INDICATES PLAT BOOK
- PC INDICATES PAGE
- PSS INDICATES PAGES
- SQ FT INDICATES SQUARE FEET
- R/W INDICATES RIGHT-OF-WAY

PREPARED BY: **CFB** CLYMER FARMER BARKLEY, INC.
4450 NE 85RD RD, WILDWOOD, FL 34785
(850)718-1118
WWW.CFBINC.COM CA #4709

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: **Owner Direct Purchase Well Pump # 2 Ashley WTP in the Amount of \$85,000.00**

REQUESTED ACTION: Staff recommends approval.

CONTRACT: Vendor/Entity: Barney's Pumps INC.

Effective Date: 6/27/2022

Termination Date:

Managing Division/Department: Utility Department / Water Division

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

On March 24th, 2022 Commission approved the addition of well #2 at the Ashley WTP. This project is included in the City's 5-year Capital Improvements Plan for FY22 and is budgeted in the fiscal year 21/22 budget. This is for the owner direct purchase and tax savings for the vertical turbine pump.

Staff is requesting to purchase the new pump from Barney's Pump for the amount of \$85,000.00. (See attached quote) Fairbanks Pumps is the Utility Department's specified and standard pump for all the water treatment facilities. Barney's Pump is the sole source vendor for Fairbanks Pumps in the state of Florida. (See attached sole source letter) Funds are identified in account 404-533-70-7352 (Water Connection Fees - Ashley WTP Construction).

QUOTATION NUMBER
1003386

BARNEY'S PUMPS INC.



P.O. Box 3529 Lakeland, FL 33802-3529
2965 Barney's Pumps Place Lakeland, FL 33812-4209
Phone (863) 665-8500
Fax (863) 666-3858

DATE: June 22, 2022

TO: City of Wildwood

FOR
SHIPMENT Wildwood, Florida
TO:

ATTN: Jason Martin

PROJECT: **Well Pump**

Delivery
30 weeks

Via
Bestway

From
Barney's Pumps

F.O.B.
Barney's Pumps

Terms
Net 30 With Approved Credit

ITEM	QTY	DESCRIPTION	PRICE
	1	Fairbanks 10M-SS 5 stage Vertical Turbine COS: 464 GPM @ 213.9 ft Fabricated steel 6in discharge head with ISC 2 cartridge type mechanical seal 60 ft threaded carbon steel column 6in diameter 5 stage cast iron bowl assembly with 316 SS impeller and suction strainer 1-1/2" 416 SS lineshaft with vesconite bearings	\$85,000.00
	1	US Motors 40HP, 60 Hz, 1800 RPM, 230/460V 3Ph Vertical hollow shaft 324TP Frame with TEFC enclosure	
	1	NSF approved coating on exterior and interior of bowl, column, and discharge head	
Delivery is F.O.B. Barney's Pumps with freight allowed to jobsite. Barney's Pumps standard terms of sale and warranty apply. Taxes, anchor bolts, piping, field wiring, etc. are not included.			

Prices quoted are firm for 30 days (unless otherwise noted), then subject to adjustment to agree with prices at time of shipment and subject to any tax required by law. We appreciate the opportunity to serve you and trust that we are favored with your order. This quotation is subject to Barney's Pumps standard terms of sale and warranty.

BARNEY'S PUMPS INC.

Tony Collins

Authorized Signature



James A. Miller
Engineered Account Manager
PENTAIR FLOW TECHNOLOGIES
Fairbanks Nijhuis
+1.913.371.5000 main
+1-504-491-0320 cell
Jim.miller@pentair.com
3925 North I-10 Service Road
Suite 109K
Metairie, La 70002
United States
www.fairbanksnijhuis.com

January 5, 2022

Subject: Fairbanks Nijhuis Pumps
Authorized Municipal Distributor

To whom it may concern,

Thank you for your recent inquiry regarding Fairbanks Nijhuis pumps (formally Fairbanks Morse). Barney's Pumps, Inc. is the sole distributor serving the municipal market in the state of Florida (exclusive of the panhandle counties west of the Apalachicola River).

Barney's Pumps maintains a staff of factory trained individuals, inventory and shop facilities to support their exclusive geographical territory. They are the sole facility authorized to provide warranty and non-warranty service and repair for our products.

They have locations in Lakeland (863) 665-8500, Coral Springs (954) 346-0669 and Jacksonville (904) 260-0669 to support the Florida municipal market. If I can be of further assistance, please contact me at 504-491-0320

Sincerely,

James A. Miller

James A. Miller
Engineered Account Manager

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: **Manhole Rehab - RCM Utilities in the Amount of \$58,995.00**

REQUESTED ACTION: Staff recommends approval.

CONTRACT: Vendor/Entity: RCM Utilities
Effective Date: 06/28/2022 Termination Date:
Managing Division/Department: Utility Department / Wastewater Division

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

The City's central sewer system needs preventative and periodic maintenance on a yearly basis. Due to certain waste and gases, the brick and concrete structure inside manholes deteriorates over time. To keep the system's integrity sound and functional without interruption in service, the Wastewater Division is requesting to rehab/SEWPERCOAT the interior of 31 manholes within the collection system. This is part of an ongoing maintenance program which is budgeted each year and is approved in the 21/22 fiscal year budget. The total cost for the project will be \$58,995.00. (See Attached Quote).

Staff is requesting to piggyback on the City of Zephyrhills contract with RCM Utilities (see attached contract), to make the necessary repairs to existing manholes in the amount of \$58,995.00. Funds are available in 401-535-60-6610 (Sewer System Renewal/Replacement) with an outstanding balance of \$453,060.50.

RCM UTILITIES, LLC
100 W. MILLS AVE
EUSTIS, FL 32726
352-561-2990
billing@rcmutilities.com
www.rcmutilities.com



Estimate

ADDRESS

City of Wildwood
100 N. Main Street
Wildwood, FL 37485

ESTIMATE # 3025 REV
DATE 06/21/2022

JOB NAME

Sewpercoat Manholes/Ring Covers

DESCRIPTION	AMOUNT
-------------	--------

Sewpercoat Manholes and Ring Covers	58,995.00
-------------------------------------	-----------

RCM Utilities agrees to provide all labor, equipment and materials to repair infiltration leaks, prepare and apply 100% Calcium Aluminate Sewpercoat per manufacturer specifications to interior surface of the below listed manholes per the following Scope. All work will be performed per OSHA confined space.

ALL PRICING PER PIGGYBACK OF CITY OF ZEPHYRHILLS ANNUAL CONTRACT ATTCHED.

Manholes- See attached list:

Scope:

- Provide bypass of current flow with flow-through plugs as required.
- Prepare and Sewpercoat the interior surface of the manhole per manufacturer specifications.
- Remove and replace 28 rings and covers provided by City.
- Sewpercoat 31 manholes.
- Repair 6 manholes

****Note:**

Water provided by others.
Permits if required by others.
Bond if required will be billed as additional charge.

SUBTOTAL	58,995.00
TAX	0.00
TOTAL	\$58,995.00

Accepted By

Accepted Date

CITY OF ZEPHYRHILLS

Water & Wastewater Miscellaneous Construction/Maintenance Services

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 12th day of August, 2019 by and between the **CITY OF ZEPHYRHILLS**, a Florida municipal corporation, having its principal office at 5335 8th Street, Zephyrhills, FL 33542 ("City") and **RCM Utilities**, a corporation organized and authorized to do business in the State of Florida, having its principal office at **100 West Mills Avenue, Eustis, FL 32726** ("Contractor"). The City and Contractor shall collectively be referred to as the "Parties", and each may individually be referred to as a "Party".

ARTICLE 1 – RECITALS

1.1 The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

ARTICLE 2 – CONTRACT DOCUMENTS

2.1 The following documents, collectively referred to as the "Contract Documents", are incorporated into and made part of this Agreement:

2.1.1 RFP 35-19-01, Water & Wastewater Construction/Maintenance Services "Exhibit A";

2.1.2 Contractor's response to Item 2.1.1, attached hereto as "Exhibit B";

ARTICLE 3 – TERM OF AGREEMENT

 3.1 Subject to authorized adjustments, the Term of this Agreement shall have an initial term of three (3) years with an option to renew for an additional three (3) year term..

3.2 When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform Services or any portion thereof, the City may request that the Contractor, within a reasonable time frame set forth in the City's request, provide adequate assurances to the City in writing, of Contractor's ability to perform in accordance with terms of this Agreement. In the event that the Contractor fails to provide the City the requested assurances within the prescribed time frame, the City may treat such failure as a repudiation or breach of the Agreement, and resort to any remedy for breach provided for in this Agreement or at law.

ARTICLE 4 – COMPENSATION

4.1 Compensation for services shall be as per outlined in Contractors response their response, attached as Exhibit B. The City would prefer payment made via City's credit card.

ARTICLE 5 – SCOPE OF SERVICES

5.1 Contractor shall provide all labor, supervision, materials, equipment, tools, services, monitoring and expertise necessary for the completion of Services, in accordance with the specifications, terms and conditions contained in the Contract Documents. Contractor shall perform the Services in accordance with that degree of care and skill ordinarily exercised by reputable members of its profession.

5.2 This contract has been enhanced to include other City services as required, i.e., storm water or other related public works projects as awarded by the City Council.

5.3 Contractor represents and warrants to the City that: (i) Contractor possesses all qualifications, licenses and expertise required for the provision of Services, with personnel fully licensed by the State of Florida; (ii) Contractor is not delinquent in the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; (iii) All personnel assigned to perform work shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Services will be performed in the manner and at such times and locations as described by the City for the budgeted amount; and (v) The person executing this Agreement on behalf of the Contractor is duly authorized to execute same and fully bind Contractor as a party to this Agreement.

5.4 Contractor agrees and understands that: (i) any and all subcontractors used by Contractor shall be paid by Contractor and not paid directly by the City; and (ii) any and all liabilities regarding payment to, or use of subcontractors for any of the work related to this Agreement, shall be borne solely by Contractor.

5.5 Contractor warrants that any and all work, materials, services or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result, will be supplied by the Contractor at its own cost, whether or not specifically called for.

5.6 The Services shall be completed by the Contractor to the satisfaction of the City. The City shall make decisions on all claims regarding interpretation of the Agreement and on all other matters relating to the execution, progress and quality of the Services.

ARTICIAL 6 – CITY’S TERMINATION RIGHTS

6.1 The City shall have the right to terminate this Agreement, in its sole discretion at any time, with or without cause, upon fifteen (15) days written notice to Contractor. In such event, the City shall pay Contractor compensation for Services rendered prior to the effective date of termination. The City shall not be liable to Contractor for any additional compensation, or for any consequential or incidental damages.

ARTICLE 7 – INDEPENDENT CONTRACTOR

7.1 Contractor has been procured and is being engaged by the City as an independent contractor, and not as an agent or employee of the City. Accordingly, Contractor shall not attain, not be entitled to, any rights or benefits under the Ordinances of the City, nor any rights generally afforded classified or unclassified employees of the City.

Contractor further understands that Florida workers' compensation benefits available to employees of the City, are not available to Contractor. Therefore, Contractor agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering services to the City under this Agreement.

ARTICLE 8 – CONFLICTS OF INTEREST

8.1 The Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

8.2 Contractor covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interest, directly or indirectly with Contractor. Contractor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed.

ARTICLE 9 – DEFAULT

9.1 If Contractor fails to comply with any term or condition of this Agreement, or fails to perform any of its obligation hereunder, then Contractor shall be in default. The City shall have the right to terminate this Agreement, in the event Contractor fails to cure a default within ten (10) business days after receiving Notice of Default. Contractor understands and agrees that termination of this Agreement under this section shall not release Contractor from any obligations accruing prior to the effective date of termination.

ARTICLE 10 – NOTICES

10.1 All notices, demands, correspondence and communication between the City and Contractor shall be deemed sufficiently given under the terms of this Agreement when delivered by personal service, faxed, or dispatched by mail or certified mail, addressed as follows:

To CONTRACTOR:

RCM Utilities
100 West Mills Avenue
Eustis, FL 32726

To CITY:

City of Zephyrhills
ATTN: City Manager
5335 8th Street
Zephyrhills, Florida 33542

And,

City of Zephyrhills
ATTN: City Attorney
5335 8th Street
Zephyrhills, Florida 33542

10.2 Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other Party. Such notices shall be deemed given upon receipt by the addressee.

10.3 In the event there is a change of address and the moving Party fails to provide notice to the other Party, then notice sent as provided in this Article shall constitute adequate notice.

ARTICLE 11 – PUBLIC RECORDS

11.1 IF THE CONSULTANT/CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-780-0000, EXT. 3543 OR CITYCLERK@CI.ZEPHYRHILLS.FL.US OR CITY CLERK, CITY OF ZEPHYRHILLS, 5335 EIGHTH STREET, ZEPHYRHILLS, FLORIDA 33542.

ARTICLE 12 – INDEMNIFICATION

12.1 Contractor/Vendor shall defend, indemnify and hold harmless the City of Zephyrhills and all of the City of Zephyrhills's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Contractor/Vendor, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. *Contractor/Vendor* recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the City of Zephyrhills when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City of Zephyrhills in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Contractor/Vendor of its liability and obligation to

defend, hold harmless and indemnify the City of Zephyrhills as set forth in this article of the Agreement.

Nothing herein shall be construed to extend the City of Zephyrhills's liability beyond that provided in section 768.28, Florida Statutes.

ARTICLE 13 – INSURANCE

Insurance. Contractor/Vendor shall, at its sole cost and expense, procure and maintain throughout the term of this contract, Comprehensive General Liability and Worker's Compensation insurance, including Employer Liability insurance, with minimum policy limits of \$ 1,000,000 (this could be \$2,000,000 depending on the amount of the contract) Combined Single Limits, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the City of Zephyrhills as a named, additional insured, as well as furnishing the City of Zephyrhills with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurance policies must accompany this signed contract. Said insurance coverages procured by Contractor/Vendor as required herein shall be considered, and Contractor/Vendor agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the City of Zephyrhills, and that any other insurance, or self-insurance available to the City of Zephyrhills shall be considered secondary to, or in excess of, the insurance coverage(s) procured by Contractor/Vendor as required herein.

Nothing herein shall be construed to extend the City of Zephyrhills's liability beyond that provided in section 768.28, Florida Statutes.

Builders' Risk — If this Contract includes: (1) construction of a new above-ground structure or structures, or (2) any addition(s), improvement(s), alteration(s), or repair(s), to an existing above-ground structure or structures, or (3) the installation of machinery or equipment into an existing structure or structures, the Contractor shall provide, in a policy acceptable to the City, "all risk" (i.e. Special Form) property insurance on any such construction, additions, machinery or equipment. The amount of the insurance shall be no less than the estimated replacement value at the time of the City's final acceptance of such new structures, addition(s), improvement(s), alteration(s), repair(s), machinery or equipment. The coverage shall not be subject to any restriction with respect to occupancy or use by the City and, subject to thirty (30) days' prior written notice to the City shall remain in full effect until final acceptance by the City. In addition, the City, the Professional, and the Contractor's subcontractors of any tier, shall be additional insureds on this policy. The insurance shall include a deductible no greater than one percent (1%) of the Contract amount, or \$25,000, whichever is smaller, for which the Contractor shall be responsible. The risk of loss whether insured or not shall remain with the Contractor until final acceptance. Upon request, Contractor shall furnish to the City complete copies of the insurance policy.

ARTICLE 14 – FORCE MAJEURE

14.1 A “Force Majeure Event” shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, hurricane, sink hole, other natural disasters, epidemic, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade, or embargo. In the event that either Party is delayed in the performance of any act or obligation pursuant to or required by the Agreement by reason of a Force Majeure Even, the tme for required completion of such act or obligation shall be extended by the number of days equal to the total number of days, if any, that such Party is actually delayed by such Force Majeure Event.

The Party seeking delay in performance shall give notice to the other Party specifying the anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any Party seeking delay in performance due to a Force Majeure Event shall use its best efforts to rectify any condition causing such delay and shall cooperate with the other Party to overcome any delay that has resulted.

ARTICLE 15 – MISCELLANEOUS PROVISIONS

15.1 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

15.2 All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the Services and termination or completion of the Agreement.

15.3 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to confirm with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

15.4 Services shall not be subcontracted, transferred, conveyed, or assigned under this Agreement in whole or in part to any other person, firm or corporation without the prior written consent of the City.

15.5 The City is exempt from Federal Excise and State taxes. The applicable tax exemption number or certificate shall be made available upon request.

15.6 This Agreement constitutes the sole and entire agreement between the Parties. No modification or amendments hereto shall be binding on either Party unless in writing and signed by both Parties.

15.7 This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in Pasco County, Florida.

15.8 The City reserves the right to audit the records of the Contractor covered by this Agreement at any time during the provision of Services and for a period of three (3) years after final payment is made under this Agreement.

15.9 The Contractor agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

15.10 The professional services to be provided by Contractor pursuant to this Agreement shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform Services.

15.11 This Agreement shall be binding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.

15.12 The Contractor agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

15.13 All other terms and conditions set forth in the Contract Documents which have not been modified by this Agreement, shall remain in full force and effect.

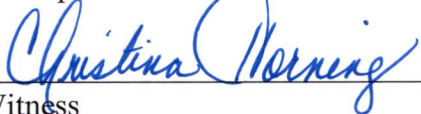
15.14 In the event of any dispute arising under or related to this Agreement, the prevailing Party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of this Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

15.15 This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

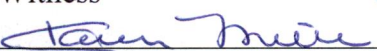
IN WITNESS WHEREOF, the parties have executed this agreement on the day written above.

Signed, Sealed and Delivered

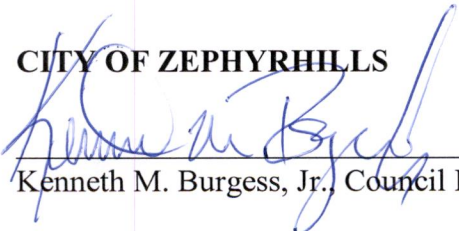
In the presence of:



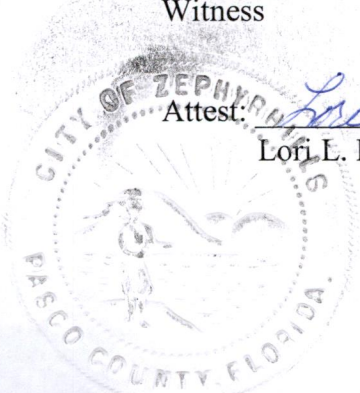
Witness



Witness

CITY OF ZEPHYRHILLS


Kenneth M. Burgess, Jr., Council President


Attest: 

Lori L. Hillman, City Clerk

Signed, Sealed and Delivered
In the presence of:

John C. Riggs
Witness John C. Riggs
Melissa Moss
Witness Melissa Moss

RCM UTILITIES

By: Christopher R. Creech
Name: Christopher R. Creech
Title: Manager



REQUEST FOR PROPOSAL

Response Acknowledgement

SUBMIT BID RESPONSE TO:

CITY OF ZEPHYRHILLS
ATTN: PURCHASING DEPT
5335 8TH STREET
ZEPHYRHILLS, FL 33542

PURCHASING AGENT: Karen Miller

Phone: 813-780-0000 x3536

Email: Purchasing1@ci.zephyrhills.fl.us

AN EQUAL OPPORTUNITY EMPLOYER

FLORIDA TAX EXEMPT

#85-8012740166C-4

FEDERAL IDENTIFICATION NUMBER

#59-6000455

BID/PROPOSAL DOCUMENTS MAY BE OBTAINED AT:

BidNet Direct, <https://www.bidnetdirect.com/>

City of Zephyrhills-City Hall-Purchasing, 5335 8th Street, Zephyrhills, Florida 33542

BID/PROPOSAL NUMBER	DISTRIBUTION DATE	BID/PROPOSAL TITLE	BID/PROPOSAL RESPONSES OPENING DATE/TIME
35-19-01	June 21, 2019	Water & Wastewater Misc Construction/Maintenance Services	Friday -July 26, 2019 - 3 PM

PRE CONFERENCE DATE/TIME/LOCATION ☒ Strongly Recommended ☐ None

DATE: Friday - June 28, 2019

TIME: 10:00 AM

City of Zephyrhills City Hall Council Chambers, 5335 8th Street, Zephyrhills, FL

RESPONSES RECEIVED AFTER ABOVE
DATE AND TIME
WILL NOT BE ACCEPTED

VENDOR MUST COMPLETE THE BELOW AREAS AND RETURN FORM, NOTARIZED. FORM IS REQUIRED.

RESPONDER'S NAME/ADDRESS:

If returning as a "NO" state reason:

TELEPHONE NUMBER:

EMAIL ADDRESS:

I certify this Response is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a Response for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to all conditions of this Bid/Proposal and certify that I am authorized to sign this Response for the company. In submitting a Response to the City of Zephyrhills the Responder offers and agrees that if this Response is accepted, the Company will convey, sell, assign or transfer to the City of Zephyrhills all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Zephyrhills. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Company.

FEDERAL EMPLOYER ID NUMBER OR SS NUMBER:

AUTHORIZED SIGNATURE

PRINTED NAME/TITLE

THIS FORM MUST BE NOTARIZED BELOW

Sworn to and subscribed to me this ____ day of _____, 2019

Personally known: ☐ Or produced identification: ☐

Type of ID: _____

Notary Signature

State

My commission expires: _____

AFFIX NOTARY STAMP BELOW

BONDS

THE CITY OF ZEPHYRHILLS RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, TO WAIVE INFORMALITIES, AND TO ACCEPT ALL OR ANY PART OF ANY RESPONSE/PROPOSAL AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY UNLESS OTHERWISE NOTED, PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE. ALL VENDORS MUST SUBMIT A COMPLETED W-9 FORM.

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**City of Zephyrhills
RFP Response Form**

PROJECT IDENTIFICATION NUMBER: 35-19-01

PROJECT NAME: Water & Wastewater Miscellaneous Construction Services

RFP DEADLINE: July 26, 2019 by 3 PM

The undersigned, hereby declares that no person or other persons other than the undersigned are interested in this RFP, as Principal, and this response to request for proposal is made without collusion with others; and that we have carefully read and examined the specifications, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby proposed and agree to furnish this service according to the requirements set out in the specifications for said purchase and service.

Federal Employer Identification Number: _____

Required Documents:

- | | |
|---|--|
| ☐ RFP Acceptance | ☐ RFP Cover Response Form |
| ☐ Drug Free Workplace Form | ☐ Firm Data Sheet |
| ☐ Non-Collusive Affidavit | ☐ Firm Data Sheet-Sub Consultant |
| ☐ Public Entity Crimes | ☐ Fee Proposal Form |
| ☐ Addenda Receipt Acknowledgement | ☐ TAB 1-Licenses |
| ☐ E-Verify | ☐ TAB 2-Resume |
| ☐ TAB 3-References | ☐ TAB 4-Office Location |
| ☐ TAB 5-Equipment List | |

FIRM NAME: _____

SUBMITTER'S NAME/TITLE: _____

ADDRESS: _____

TELEPHONE NUMBER _____ FAX _____

EMAIL ADDRESS _____

Firm Representative Signature: _____ **Date** _____

Notary or Corporate

SECTION 1

1.0 INTRODUCTION TO REQUEST FOR PROPOSALS

- 1.1 Invitation: The City of Zephyrhills (the "City"), invites responses ("Responses") which offer to provide the services described in Section 2.0: "Scope of Services."

- 1.2 Agreement Terms and Conditions: The Proposer(s) selected to provide the service(s) requested herein (the "Successful Proposer(s)") shall be required to execute an Agreement with the City. In the event that the proposer to whom the contract is awarded does not execute a contract within **thirty (30) days** after such award, the City of Zephyrhills may give notice to such proposer of intent to award the contract to the next ranked proposer, or to call for new proposals.

After a contract is signed, failure to comply with any of the terms and conditions of this RFP by the awarded firm will be cause for termination of the **"Water & Wastewater Miscellaneous Construction Services"**.

- 1.3 Additional Information or Clarification: Requests for additional information or clarifications must be made in writing and Proposers may e-mail their requests for additional information or clarifications in accordance with Article 1.4 **Cone of Silence**. The cone of silence is applied to all communications concerning any bid, RFP and/or RFQ before intent to award is issued. All communications are to be directed to the Purchasing Agent, Karen Miller at purchasing1@ci.zephyrhills.fl.us. Any request for additional information or clarification must be received in writing **no later than Friday, July 19, 2019 by 3:00 PM**.

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Response Submission Date. Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any written addendum to this RFP. Where there appears to be conflict between the RFP and any addenda issued, the last addendum issued shall prevail.

It is the Proposer's responsibility to assure receipt of all addenda. Proposer shall acknowledge receipt of all addenda in their cover letter or addenda form.

- 1.4 Award of Agreement: An Agreement may be awarded to the Successful Proposer(s) by the City Council as applicable, based upon the requirements reflected herein. The City reserves the right to execute or not execute, as applicable, an Agreement with the Successful Proposer(s) that is determined to be in the City's best interest.
- 1.5 Agreement Execution: By submitting a Response, the Proposer(s) agree to be bound to and execute the Agreement for: **Water & Wastewater Miscellaneous Construction Services**. Without diminishing the foregoing, the Proposer may request clarification and submit comments or proposed revisions to the language concerning the Agreement for City's consideration. Any such comments or proposed revisions identified after the Response has been received need not be considered by the City. None of the foregoing shall preclude the City from seeking to negotiate changes to the Agreement during the negotiation process.

- 1.6 Response Package: Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit Responses in accordance with the requirements of this RFP. **PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A RESPONSE**. Proposers shall make the necessary entry in all blanks and forms provided for the Response.

- 1.6.1 Each response submitted for evaluation must meet the requirements specified in the RFP.
- 1.6.2 Failure to submit all required items in the manner specified may result in your submittal being found unacceptable.
- 1.6.3 Any submittal found unacceptable will not be considered for selection for this project.

- 1.7 Changes/Alterations: Proposer may change or withdraw a Response at any time prior to Response Submission Deadline. All changes or withdrawals shall be made in writing to the Purchasing Agent. Oral/Verbal modifications will not be allowed. Written modifications will not be accepted after the Response deadline.
- 1.8 Discrepancies, Errors, and Omissions: Any discrepancies, errors, or ambiguities in the RFP or addenda (if any) should be reported in writing to the City of Zephyrhills Purchasing Agent in the manner prescribed in RFP Section 1.3. Should it be necessary, the City will issue a written addendum to the RFP clarifying such conflicts or ambiguities.
- 1.9 Disqualification: The City reserves the right to disqualify Responses before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer. It also reserves the right to waive any immaterial defect or informality in any Response; to reject any or all Responses in whole or in part, or to reissue a Request for Proposal.
- 1.10 Reject Proposals: The City of Zephyrhills reserves the right to reject any or all proposals, waive informalities, request additional information and to negotiate a contract with the most qualified firm for these services at compensation which the agency determines is fair, competitive and reasonable in keeping with the best interests of the City.
- 1.11 Proposer's Expenditures: Proposers understand and agree that any expenditure they make in preparation and submittal of Responses or in the performance of any services requested by the City in connection with the Responses in response to this RFP are exclusively at the expense of the Proposers. The City shall not pay or reimburse any expenditure or any other expense incurred by any Proposer in preparation of a Response or anticipation of an Agreement award or to maintain the approved status of the Successful Proposer(s) if an Agreement is awarded.
- 1.12 Compliance with Applicable Law: The laws of the State of Florida shall govern the agreement. Comply with all applicable federal, state, county and municipal laws, ordinances, regulations and rules related to the services to be performed thereunder. Conduct no activity or provide any service that is unlawful or offensive.
- 1.13 Conflicts of Interest: No firm shall be eligible for selection on any project and no work shall be assigned to a firm which conflicts with or is duplicative of any work by the firm or any affiliated business entity, including, but not limited to, partnerships, joint ventures, and subsidiaries of the same parent corporation or firm.
- 1.14 Indemnification and Insurance Requirements
- 1.14.1 Indemnification: Contractor/vendor shall defend, indemnify and hold harmless the City of Zephyrhills and all of the City of Zephyrhills's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of contractor/vendor, its officers, agents or employees in performance or non-performance of its obligations under the Agreement generated from this solicitation. Contractor/vendor recognizes the broad nature of this indemnification and hold harmless cause, as well as the provision of a legal defense to the City of Zephyrhills when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City of Zephyrhills in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the

termination of the Agreement from this solicitation. Compliance with any insurance requirements required elsewhere within the Agreement shall not relieve the contractor/vendor of its liability and obligation to defend, hold harmless and indemnify the City of Zephyrhills as set forth in this article of the Agreement.

It is further agreed that liability and exposure for indemnification (including, but not limited to the amounts of any indemnification owed by a governmental entity) will be limited to and governed by the provisions of Section 768.28(5), Florida Statutes

The City shall also be held harmless against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional malpractice, or errors or omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the city's own negligence.

1.14.2 Insurance:

Contractor/vendor shall, at its sole cost and expense, procure and maintain throughout the term of the contract, Comprehensive General Liability and Worker's Compensation insurance, including Employer Liability insurance, with minimum policy limits of \$1,000,000 (this could be \$2,000,000 depending on the amount of the contract) combined Single Limits, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the City of Zephyrhills as a named, additional insured, as well as furnishing the City of Zephyrhills with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurance policies must accompany the signed contract. Said insurance coverages procured by the contractor/vendor as required herein shall be considered, and the contractor/vendor agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the City of Zephyrhills, and that any other insurance, or self-insurance available to the City of Zephyrhills shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the contractor/vendor as required.

This RFP/contract will also include either proof the contractor is covered by a pollution policy for \$1,000,000 for each pollution condition or listed under the coverage for the City as coverage. Proof of coverage will be required.

Nothing shall be construed to extend the City of Zephyrhills's liability beyond that provided in section 768.28, Florida Statutes.

Builders' Risk Coverage: *For any contracts that may apply to the following in the first sentence should also include statement below.* If this solicitation includes: (1) construction of a new above-ground structure or structures, or (2) any addition(s), improvement(s), alteration(s), or repair(s), to an existing above-ground structure or structures, or (3) the installation of machinery or equipment into an existing structure or structures, the Contractor shall provide, in a policy acceptable to the City, "all risk" (i.e., Special Form) property insurance on any such construction,

additions, machinery or equipment. The amount of the insurance shall be no less than the estimated replacement value at the time of the City's final acceptance of such new structures, addition(s), improvement(s), alternation(s), repair(s), machinery or equipment. The coverage shall not be subject to any restriction with respect to occupancy or use by the City and, subject to thirty (30) days' prior written notice to the City shall remain in full effect until final acceptance by the City. In addition, the City, the Professional, and the Contractor's subcontractors of any tier, shall be additional insureds on this policy. The insurance shall include a deductible no greater than one percent (1%) of the Contract amount, or \$25,000, whichever is smaller, for which the Contractor shall be responsible. The risk of loss whether insured or not shall remain with the Contractor until final acceptance. Upon request, Contractor shall furnish to the City complete copies of the insurance policy.

1.15 Termination (Cause and/or Convenience).

1.15.1 This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than thirty (30) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.

1.15.2 This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in 1(a) above.

1.15.3 If termination for default is effected by the local government, an equitable adjustment in the price for this contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the contractor/vendor at the time of termination may be adjusted to cover any additional costs to the local government because of the contractor's or vendor's default.

If termination for convenience is effected by the local government, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice.

For any termination, the equitable adjustment shall provide for payment to the contractor/vendor for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, by the contractor/vendor relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

1.15.4 Upon receipt of a termination action under paragraphs (a) or (b) above, the contractor/vendor shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the

contractor/vendor in performing this contract, whether completed or in process.

1.15.5 Upon termination, the local government may take over the work and may award another party a contract to complete the work described in this contract.

1.15.6 If, after termination for failure of the contractor/vendor to fulfill contractual obligations, it is determined that the contractor/vendor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the local government. In such event, adjustment of the contract price shall be made as provided in paragraph (c) above.

1.16 RFP TIME TABLE

The anticipated schedule for the RFP and contract approval is as follows:

Distribution/Advertised	June 21, 2019
Pre-Conference	June 28, 2019 10 AM
Questions Deadline	July 19, 2019 3 PM
RFP Deadline	July 26, 2019 3 PM
Review Responses	July 26 thru August 2
Interviews	August 2, 2019 Tentatively
Presented to City Council	August 12, 2019 6 PM

1.17 RFP Availability: RFP documents, plans, addendums can be viewed and downloaded from BidNet Direct at <https://www.bidnetdirect.com/florida/cityofzephyrhills> or the City Website, www.ci.zephyrhills.fl.us. Government, Purchasing, Vendor Information, click on the link for BidNet. It is your responsibility to ensure you have downloaded all addendums published before the bid opening. You must be a registered vendor for the City of Zephyrhills. Registration is FREE. Your response and all required documentation are to be submitted (*mailed or delivered by the deadline listed in the Time Table*) to the City of Zephyrhills – Purchasing, 5335 8th Street, Zephyrhills, Florida 33542.

Proposal Submission: One original and five copies (**a total of six**) shall be delivered to the City of Zephyrhills, 5335 8th Street, Zephyrhills, FL 33542, prior to the Opening time of **Friday, July 26, 2019 3:00 p.m., EDT**. Proposals shall not be more than the total pages indicated in Section 3 while still meeting proposal requirements.

The delivery of the proposals to the City of Zephyrhills prior to the specified date and time is solely and strictly the responsibility of the proposing firm. The City shall not, under any circumstances, be responsible for delays caused by the United States Postal Service or any private delivery service, or for other delays. All responses must be manually and duly signed by authorized authority to bind said firm or individual, and Proposer must affix their corporate seal (if any) to the proposal. In the absence of a corporate seal, the proposal must be notarized by a Notary public.

The submittal of a proposal by a preparer will be considered by the City as constituting an offer by the proposer to perform the required services at the stated fees.

Each proposer is solely responsible for the reading and completely understanding the requirement of this RFP. The opening time shall be and must be scrupulously observed. Under no circumstances will proposals delivered after the specified delivery time be considered. Late submissions shall be returned unopened to the firm or individual with the notation "the Proposal was received after the delivery time designated for the receipt and opening of the proposals."

- 1.18 Appropriations Clause: The City, as an entity of government, is subject to the appropriation of funds by its legislative body in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of this contract for each and every fiscal year following the fiscal year in which this contract shall remain in effect. Upon notice that sufficient funds are not available in the subsequent fiscal years, the City shall therefore be released of all terms and other conditions.
- 1.19 Oral Presentation: A formal oral presentation may be required by each firm that is selected during the initial review process (at the sole option of the City). If required, presentations should be in support of the firm's proposal or to exhibit/demonstrate the information contained therein. If the Committee wishes additional clarification of any information or additional information, any of the firms may be requested to submit that information in writing.
- 1.20 Acceptance of Applicable Policies & Procedures.
- 1.21.1 Firms responding to this RFP agree by submission of such response to accept and comply with the City policies and procedures that apply to the selection process for this project.
- 1.21.2 Any concerns, or issues, relating to current policies and procedures may be addressed with City staff, but separate from this selection process.
- 1.21 The City Manager will appoint a ranking committee who will review and evaluate the qualifications of all interested firms. This committee shall select at least three (3) firms that are licensed in the State of Florida and are otherwise professionally qualified.
- The ranking committee will present their recommendations to the City Manager based on their review of the written and interview process. The City Manager will present the Committee's recommendations to the City Council for their approval of the ranking recommendation. A member from the ranking committee will be present to respond to any detailed questions the Council may have. City Council will vote on the Committee's recommendation.
- 1.22 Written Selection Process.
- Step 1. The City's Purchasing will review submittals for responsiveness and responsibility. Those found responsive and responsible based on an initial review shall proceed to Step 2.
- Step 2. The City Evaluation Committee comprised of City management and staff will evaluate the proposals using the criteria listed in Section 4.0. Based on the ranking of the written review the top four (4) firms may be requested to participate in the interview process. See Section 1.23. If the Evaluation Committee decides to bypass Section 1.23, then the firms will be ranked (See Section 1.27) and prepared to be presented to the City Manager for presentation to the City Council.

1.23 Formal Interview Evaluation Criteria

- Overall impression of key team members
- Ability to provide service
- Ability of communicate during interview process.
- Effectively respond to questions and problem solve during interview
- Firm's ability to effectively answer questions and problem solve in the meeting
- Overall impression of the firm

1.24 Interview Format. The firms selected to make a presentation to the Evaluation Committee will be notified by the City. Each firm selected for further consideration shall be notified in writing and informed of a place and time for the interview session. The time allotted to each firm for the presentation and interview shall not exceed forty five (45) (5 minutes for setup, 20 minutes for presentation, 5 minutes for questions, and 5 minutes knock-down). All members of the Evaluation Committee will be present during the formal interview.

1.25 Issues to Address at Interview. The intent of the formal interview process is to provide the evaluation committee with in-depth information from the firm in order to make a final selection of the best-suited firm for the contract. Firms should focus their presentations on the detailed plan for the tasks, evaluations, interviews, schedule and quality of the survey and any unique characteristics or services the firm offers.

Firms are discouraged from reviewing company history and past experience evaluated during the written submittals unless this information is relevant to the survey process. All key personnel should be present at the interview.

1.26 Award Criteria. The evaluation committee recommendation will be made from their in depth review of the written proposals; their evaluation of the interview responses based on various criteria including but not limited to:

- Approach to the implementation, performance and satisfaction of City requirements
- Proposal quality and references
- Demonstrated understanding and success of similar projects.
- Ability to perform the work within the stated timeframe.
- Approach to maintenance plan and costs

1.27 Final Evaluation. Upon completion of the evaluation process by the Evaluation Committee, the firms will be ranked in descending order of recommendation. The Evaluation Committee shall present their final ranking to the City Manager for presentation to the City Council for approval of the committee's recommendation. The City will begin negotiations with the number one ranked firm. Should the City be unable to negotiate a satisfactory contract with the top-ranked firm at a price determined to be fair and reasonable, negotiations shall be terminated with that proposer and the City shall initiate negotiations with the second ranked proposer to arrive at an acceptable contract, and so on.

1.29 Exception to the RFP. Proposers may take exceptions to any of the terms of this RFP unless the RFP specially states where exceptions may not be taken. Should a Proposer take exception where none is permitted, the proposal will be rejected as nonresponsive. All exceptions taken must be specific, and the proposer must indicate clearly what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank proposals.

Where exceptions are permitted, the City shall determine the acceptability of the proposed exceptions and the proposals will be evaluated based on the proposals as submitted. The City, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the City may request that the Proposer furnish the services or goods described herein, or negotiate an acceptable alternative.

- 1.30 Openness of Procurement Process. Written competitive proposals, other submissions, correspondence, and all records made thereof, as well as negotiations conducted pursuant to this RFP, shall be handled in compliance with Chapters 119 and 286 Florida Statutes. The City gives no assurance as to the confidentiality of any proposal once submitted.
- 1.31 Cooperative Purchases. This is a cooperative purchase contract. State law allows any government agency and any accredited school in the state to buy off this contract without going to bid, as long as it does not conflict with any of their local regulations.
- 1.32 Negotiations. The City may award a contract on the basis of initial offers received, without further negotiations, or may negotiate a final contract. Therefore, each initial offer should contain the Proposer's best terms from a cost or price and technical standpoint.

The City reserves the right to enter into contract negotiations with the selected Proposer. If the City and the selected Proposer cannot negotiate a successful contract, the City may terminate said negotiations and begin negotiations with the next selected Proposer. This process will continue until a contract has been executed or all Proposers have been rejected. No Proposer shall have any rights against the City arising from such negotiations.

- 1.33 Right to Protest. Any actual or prospective Proposer who is aggrieved in connection with the solicitation or award of a contract may seek resolution of its complaints by contacting the City Manager.
- 1.34 **IF CONSULTANT OR CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S OR CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT OR CONTRACT, THEY SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**LORI HILLMAN, CITY CLERK
CITY OF ZEPHYRHILLS
5344 9th STREET
ZEPHYRHILLS, FLORIDA 33542
LHILLMAN@CI.ZEPHYRHILLS.FL.US
813-780-0000**

SECTION 2

2.0 RFP SCOPE OF SERVICES

2.1 Introduction. The City of Zephyrhills is seeking the services:

- a) Underground utility contractors
- b) General contractors
- c) Utility electricians
- d) Specialty contractors

Contractors are to be licensed in the State of Florida to provide complete contracting services and emergency repair services of a wide variety of water and wastewater utility projects.

2.2 Services shall include but are not limited to:

- a) Construction supervision/administration
- b) New construction of water/sewer mains, lift stations, manholes, wells and appurtenances.
- c) Renovations and retrofits for water and sewer mains lift stations, manholes, wells, water and wastewater treatment plant components and appurtenances, infiltration and inflow removal projects and cleaning and televising sanitary sewer lines.
- d) Demolition associated with renovations/retrofits
- e) Scheduling work and subcontractors in harmony with the City of Zephyrhills, Florida Operations
- f) Estimating cost of future projects
- g) Repairs (emergency and non-emergency) of water/sewer mains, lift stations, manholes, valves, master meters, backflow devices, fire hydrants, wells, water and wastewater treatment plant components, and SCADA programming/instrumentation and control work.

2.3 The contractors selected for these services will work with Utilities Owner's Representative in order to successfully develop a strategy for the best approach to successfully complete each project.

2.4 The City will be selecting two (2) firms for these services. The two top rank firms who have a successful negotiation will be awarded the contract.

2.5 Warranty. The selected Contractor(s) will provide the City with a minimum:

- a) One (1) year warranty for all service work performed
- b) Ten (10) year warranty on all manhole and lift station coating

This warranty will not go into effect until the project has been substantially completed. All work performed will meet or exceed applicable City Technical Standards and/or local County Technical Standards.

2.6 Term of Contract. The contract term is anticipated for the period of thirty six (36) months. This contract can be renewed for an additional one (1) thirty six (36) month period. Should any project that is active extend past the contract termination date, that contract shall be extended until completion of such project.

2.7 Payment and Performance Bonds. Payment and Performance Bond and All Insurance Shall be Secured from or Countersigned by an Agency or Surety Company Recognized in Good Standing and Authorized to do Business in the State of Florida. If at any time the Owner for justifiable cause shall be or become dissatisfied with any Surety, then upon the Performance of Payment Bonds, the Contractor/Vendor shall within five (5) days after notice from the Owner, substitute an acceptable bond (or Bonds) in such form and sum and signed by such other Surety or Sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor/Vendor. No

further payments shall be deemed due and shall not be made until new Surety or Sureties shall have furnished such an acceptable bond to the Owner.

2.8 ADDITIONAL INFORMATION/REQUIREMENTS.

- 2.8.1 The City shall provide a summary of work ("Work") to one (1) or more of the Contractors selected based upon the specific type of work and estimated dollar value of the project. All such contract activities would be the subject of a signed Contract Work Order with a negotiated fee and format supplemental to a primary contract agreement. No travel time or travel expenses will be considered billable without special prior arrangements. Normal administrative and/or accounting overhead will be considered as covered by the agreed upon hourly rates for direct professional personnel and will not be considered as separately billable.
- a) Contractor(s) will respond with a proposal within ten (10) business days. Should the contractor(s) require additional time prior to submission and additional ten (10) business days can be requested. Proposal submittal will not be more than twenty (20) business days after the initial request.
- b) The key personnel named in the proposal shall remain responsible for the work throughout the period of the contract. No diversion or replacement may be made without approval by the City.
- 2.8.2 The City shall not be held liable for any expenses incurred in connection with the preparation of a response to this RFP or for any costs associated with any activities involved in presentations and discussions or in preparations and execution of a contract resulting from this solicitation.
- 2.8.3 The City places significant value on high quality work and performance, timely access and response, scheduling and cost concerns, risk management/loss prevention, early issue identification, flow of information and communications, congenial working relations, adherence to ethical standards, proactive stand-up accountability and the demonstration of the same.
- 2.8.4 The purpose and intent of this solicitation is to establish contract arrangements. Any such contract(s) resulting from this solicitation process are intended to cover projects and work currently contemplated but there is no guarantee on the part of the City that such project work will go forward.

SECTION 3

PROPOSAL PACKAGE CRITERIA - Six (6) copies of the firm's response must be submitted. Five (5) copies should be bound and one (1) copy should be unbound but secured with a rubber band, spring clip, etc. Maximum page count should not exceed 32. Each copy must contain the following:

- 3.0 Introductory letter, optional, may be provided by the submitting firm. Can be served as a transmittal document. One (1) page maximum. This letter shall not include any information to be considered for evaluation by the Selection Committee.
- 3.1 **Cover sheet** and Tab Sheets of your response (*Not part of the page count*)
- 3.2 The **TABLE OF CONTENTS FOR Water & Wastewater Misc Construction/Maintenance Services RESPONSE** is to be completed by the submitting firm and included in the bound copies of the firm's response. (*Not part of the page count*)

- 3.2.1 Response materials shall be arranged in the order indicated on the TABLE OF CONTENTS.
- 3.2.2 The submitting firm is to include the appropriate page numbers to indicate the location for each of the listed items.
- 3.2.3 The **FIRM DATA SHEET** for the prime firm only.
- 3.2.4 Package should include:

TAB 1. Proposer's credentials & previous performance on similar jobs

(Maximum 30 Points). Proposers shall provide, in detail their credentials for providing construction services for water and wastewater utility projects and any information that documents successful and reliable experience in past performance, especially those performances related to the requirements of this RFP. Include a description of the proposer's business history and number of years in operation. **Must include copies of General Contractor and Underground Contractor licenses.**

TAB 2. Staff Credentials and Resumes

(Maximum 10 Points). The proposer shall include the name, title, address and telephone number of persons who will both manage and be assigned to perform services under the proposal. A signed one (1) page resume, including references, detailing educational qualifications and previous work assignments related to this Request for Proposal for each person who will perform the services required shall be included. Failure to do so may be cause for rejection of the proposal. Credentials will be subject to verification.

In the event there should be a change in the person(s) names assigned to perform the services under this contract, the contractor shall submit, for approval to the City, the credentials and resumes of the person(s) the contractor wishes to perform the services under this contract

FIELD FOREMAN MINIMUM REQUIREMENTS:

- ☐ 5 YEARS EXPERIENCE AS FOREMAN OR SUPERVISOR
- ☐ MANHOLE AND WET WELL SEWPERCOATING FOREMAN TO HAVE 5 YEARS EXPERIENCE

TAB 3. References

(Maximum 30 Points) A list of five (5) applicable customer references is to be provided who have contracted for similar services offered by the proposer, which is considered identical or similar to the requirements of this Request for Proposal. Failure to do so may be cause for rejection of the proposal. The list shall include:

- a. Company name and address.
- b. Contracting officer and telephone number.
- c. Technical representative and telephone number.
- d. A brief, written description of the project.

Failure to provide complete and accurate client information, as specified here, may result in the disqualification of your proposal

TAB 4. Office Location. **(Maximum 10 Points).** Rating will be based on ease of contract administration and responsiveness. The proposer with all key personnel located within two (2) hours of the City of Zephyrhills.

TAB 5. Responsiveness/Availability of Equipment. (Maximum 10 Points). Proposer shall submit a complete list of all equipment owned by their firm to include the location of the yard where the equipment is stored when not in use.

TAB 6. Hourly Rates and Equipment Rates. (Maximum 10 Points). Proposer shall submit a list of hourly rates for personnel and hourly/daily/weekly/monthly rates for equipment for emergency work and planned Not-to-Exceed work. Proposer shall also identify the percentage markup charged on materials, subcontracted labor, etc.

- ☐ Must include list of equipment owned
- ☐ Is office facility owned or rented

TAB 7. Acceptance of Conditions. Indicate any exceptions to the general terms and conditions of the RFP, and to insurance requirements or any other requirements listed in the RFP. If no exceptions are indicated in this tabbed section, it will be understood that no exceptions to these documents will be considered after the award, or if applicable, during negotiations.

Exceptions taken by a proposer may result in evaluation point deduction(s) and/or exclusion of proposal for Selection Committee consideration, depending on the extent of the exception(s). Such determination shall be at the sole discretion of the City

TAB 8. Required Forms-In addition to above (Not part of the page count)

- ☐ Proposer's Checklist
- ☐ Firm Data Sheet
- ☐ Firm Data Sheet-Subcontractor
- ☐ Drug Free Workplace
- ☐ Statement of No Response
- ☐ E-Verify
- ☐ RFP Acceptance
- ☐ Public Entity Crimes
- ☐ Addenda
- ☐ Non-Collusive Affidavit

3.4 **Financial Capacity TAB 9.** Provide documentation of your firm's financial stability and sufficient financial capability to complete a project of this scope, as follows: (4) page maximum

3.4.1 Financial Stability. Provide summary certified financial statements demonstrating the tangible net worth of your firm, current operating cash balances, bank lines of credit and contingent liabilities.

3.4.2 Ownership. Provide information on the form of ownership, principal owners, length of ownership; if there are any pending changes to the company's ownership, identify the nature of these changes.

3.5 The response information should be included on either the forms provided in this RFP, or a reasonable facsimile of the provided forms. Firms choosing to use reasonable facsimiles of required forms should maintain both the format and content of the provided forms.

SECTION 4 - EVALUATION CRITERIA & RANKING PROCESS

4.1 General Ranking. The evaluation and ranking of all Competitive proposals received shall be accomplished utilizing the criteria described in this Section.

4.2 Selection Criteria. All proposals shall be equally evaluated with respect to the completeness of the data provided, support for all claims made, and the overall approach taken. The following criteria shall be utilized in the evaluation of the proposal:

30	Credentials & Previous Performance on Similar Jobs
10	Staff Credentials & Resumes
30	References
10	Office Location
10	Responsive & Availability of Equipment
<u>10</u>	Hourly Rates for Personnel & Equipment
100	<i>Ranking based on 100 point system-maximum</i>
-5	Missing Documentation

SECTION 5 - FORMS

FIRM DATA SHEET

RFP 35-19-01

APPLICANT FIRM NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

FEIN NUMBER: _____

CONTACT PERSON/TITLE: _____

Type Ownership: _____

Submittal for _____ Parent Company
_____ Branch or Subsidiary

Parent Company, if any: _____

Former Parent Company/Companies:

Name/Title/Phone Number of two Principals in the firm:

Present Offices: City/State/Number of personnel for each:

SUBCONTRACTOR:**Firm Name and Address****Services to be Provided**

1.

1.

2.

2.

3.

3.

4.

4.

5.

5.

DRUG-FREE WORKPLACE FORM

The undersigned vendor, in accordance with Florida Statute 287.087, hereby certifies that _____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder's Signature

Date

PUR062.036
re. 10/97

CITY OF ZEPHYRHILLS

STATEMENT OF NO BID

If you do not intend to bid, please complete the information below and return this form with the bid title and number clearly marked on the front of the envelope. Please send the STATEMENT OF NO BID FORM no later than the opening date indicated on the INVITATION TO BID FORM.

Please be advised that if the NO BID STATEMENT is not executed and returned your name may be deleted from the list of qualified bidders for the City of Zephyrhills.

We decline to submit a bid for the following reasons:

- ☐ Unable to meet Bond or Insurance requirements.
- ☐ Unable to meet specifications; we do not offer this product or an equivalent.
- ☐ Specifications are unclear, specialty items are too intricate.
- ☐ Insufficient time to respond; our schedule will not permit us to perform.
- ☐ Reason for declining on attached sheet.

Company Name: _____ Date: _____

Telephone Number: _____ Signature: _____

Return completed form to: City of Zephyrhills, Purchasing Department
5335 8th Street
Zephyrhills, FL 33542

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to _____
(print name of the public entity)
- by _____
(print individual's name and title)
- for _____
(print name of entity submitting sworn statement)

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual
signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors,

executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Sworn to and subscribed before me this _____ day of _____, 20__.

Personally known _____

Or Produced identification _____
Notary Public – State of _____

My commission expires _____
(Type of Identification)

(Printed, Typed or stamped commissioned name of notary public)
Form PUR 7068 (Rev. 06/18/92)

Addenda Receipt Acknowledgment

Addendum # _____ Date _____ Initials _____

Addendum # _____ Date _____ Initials _____

Addendum # _____ Date _____ Initials _____

Addendum # _____ Date _____ Initials _____

Firm Representative:

Signature/Date (Executed by Corporate Authority)

NON-COLLUSIVE AFFIDAVIT

State of Florida

County of _____

_____, being first duly sworn, deposes and says that he/she is

_____, the party making the fore-going submittal of qualifications or bid that such
submittal
(partner or officer of the Firm, etc)

Or bid is genuine and not collusive or sham; that said Firm has not colluded, conspired, connived or agreed, directly or indirectly, with any Firm or person, to put in a sham response or to refrain from responding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to secure any advantage against the City of Zephyrhills of any person interested in the proposed contract; and that all statements in said response are true.

Officer

_____ (Company Name)

State of Florida

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____
by

_____ (name and title of corporate officer)

of _____ (Name of Corporation),

a _____ (state or place of incorporation) corporation, on behalf of the
corporation. He/she is personally known to me or has produced _____ (Identification type)
as identification.

_____ (Signature line for notary public)

_____ (Name of notary type, printed or stamped)

_____ (Title or rank)

My commission expires: _____

Serial number, if any _____

E-VERIFY

RFP No: 35-19-01
Project Description: Water & Wastewater Misc Construction
/Maintenance Services

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. all persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the City of Zephyrhills.

Company/Firm: _____
Authorized Signature: _____
Title: _____
Date: _____

RFP ACCEPTANCE

I acknowledge and understand the requirements set forth in RFP 35-19-01 Water & Wastewater Misc Construction/Maintenance Services.

Authorized Signature

Date

Printed Name

Company Name

In witness whereof, the above submitted has hereunto set his signature and affixed his seal this
_____ day of _____ A.D. 2019

(Seal)

By: _____

Title: _____

Labor/Equipment Rates Form

RFP 35-19-01 Water & Wastewater Misc Construction/Maintenance Services

LABOR and EQUIPMENT RATES	RATES								
	WORKING HOURS	AFTER HOURS							
Supervisor									
Foreman									
Helper - Labor Only									
Helper with Truck/Trailer									
Backflow Technician									
Other: (EXPLAIN)									
Please provide when after hours would apply									
EQUIPMENT RATES	SET UP FEE	HOURLY	DAILY	WEEKLY	MONTHLY	OWNED or RENTED			
						O	R		
Mini Excavator with Operator									
Back Hoe with Operator									
Vac Truck - 2 Man Crew									
CCTV Camera Trailer with Operator									
Tractor with Bucket with Operator									
4" Sewage Bypass Pump with Hoses									
Bypass Pump Fuel Additional									
1500 Gallon Temporary Hydro Tank									
3000 Gallon Temporary Hydro Tank									
10000 Gallon Temporary Hydro Tank									
Aerator for Ground Storage Tank									
13000 Watt Generator									
Infiltrator MH Leak Stop Plus Labor									
Portable Concrete Mixer with Crew									
Metal Fabrication/Welding Lead Man									
Metal Fabrication/Welder									
Sand Blast Trailer Rig with Crew									
Sand Blasting Sand									
Compactor with Operator									
Air Compressor Road Bore									
OTHER RATES	% MARK UP								
Materials Purchased for Specific Job									
Materials from Stock									
Subcontract Labor									
Performance and Payment Bond	Cost								

Company Name: _____

Authorized Signature/Date: _____

SUBMITTED BY:



100 WEST MILLS AVENUE
EUSTIS, FL 32726
352-561-2990

**RFP 35-19-01
WATER & WASTEWATER MISC.
CONSTRUCTION / MAINTENANCE
SERVICES**



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TAB 1 - CREDENTIALS & PREVIOUS PERFORMANCE

RCM Utilities, LLC has been serving the greater central Florida area in all aspects of the water and wastewater industry for 1 ½ years. We have earned the credibility and trust of our customers through top quality, on time performance, coupled with excellent customer service and management skills.

RCM Utilities has provided services and has experience in the following types of water and wastewater work:

- Lift station rehabilitation, installation, inspection & repair
- Water treatment plant rehabilitation, new construction & repair
- Wastewater treatment plant rehabilitation, new construction & repair

Examples of successfully and reliably completed construction services for water and wastewater utility projects include:

- Hawthorne – Remove & replace High Service Pump at WTP – September 2018
- Hawthorne – Installation of water main line valves – October 2018
- City of Tavares – Lift Station #9 Rehab – April 2019
- City of Tavares – Lift Station #47 – July 2019
- City of Groveland – Lift Station #16 – June 2019
- The Villages CPM – SEWWCA IPS #2 - June 2019
- The Valley MHP – Replace Hydro Pneumatic Tank at WTP – July 2019
- Saddle Oak Club MHP – Replace Generator and auto transfer switch to WTP – July 2019

RCM is staffed, equipped, and experienced to perform new construction of water / sewer mains, lift stations, manhole, well and appurtenances as well as renovations and retrofits and repairs emergency and non-emergency.

Licenses and Certifications held by RCM Utilities:

- Underground Utility Contractor: CUC1225240
- Backflow Prevention Tester – T12-18-8167
- Backflow Prevention Assembly Repair & Maintenance
- Introduction to Lift Station Electrical Troubleshooting
- Department of Transportation Maintenance of Traffic (Intermediate)
- Confined Space Entry
- Infiltrator Systems Training



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

CREECH, CHRISTOPHER RYAN

RCM UTILITIES, LLC
419 N GROVE ST
EUSTIS FL 32726

LICENSE NUMBER: CUC1225240

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Center for Training, Research and Education for Environmental Occupations

certifies that

Christopher Creech

has satisfactorily completed the
examinations for

Backflow Prevention Tester Re-certification

Certificate of Completion

December 13-14, 2018

Date issued: 12/14/2018
Certificate No.: T12-18-8167
Expiration: 12/31/2020
Operator Certification Program
Course#: 04191009
CEU's: 0.8

FBPR Construction Licensing Board
Sponsor No.: 0000995
Classroom Hours: 7



American Water Works
Association

FloridaSection

Peggy Puigosa

Carol Hinton

Carol Hinton, Associate Director

University of Florida TREEO Center • 3900 SW 63 Boulevard • Gainesville, FL 32608-3800 • 352-392-9570 • www.treeo.ufl.edu



Center for Training, Research and Education for Environmental Occupations

Christopher Ryan Creech

attended

Introduction to Lift Station Electrical Troubleshooting

April 9-10, 2019

and is awarded this

Certificate of Attendance

Date Issued: 04/10/2019

TREEO FDEP OCP 04191040: CEUs 1.6 DW WW DS

FBPE Provider #: 0004021 : CEHs 16

A handwritten signature in black ink that reads "Carol Hinton".

Carol Hinton, Associate Director

University of Florida TREEO Center • 3900 SW 63 Boulevard • Gainesville, FL 32608-3800 • 352-392-9570 • www.treeo.ufl.edu



TAB 2 – STAFF CREDENTIALS AND RESUMES

Christopher Creech:	Owner, Estimator, General Manager Total Years' Experience: 10 years
John C. Riggs:	Operations Manager, Safety Officer Total Years' Experience: 11 years
Weston Hartwright:	Field Supervisor, Crew Foreman Total Years' Experience: 12 years
Bradley Green:	Crew Foreman Total Years' Experience: 3 years
Melissa Moss:	Executive Assistant Total Years' Experience: 8 years
Bradley Miller: Subcontractor	Supervisor Total Years' Experience: 15 years

CHRISTOPHER CREECH

EMPLOYMENT EXPERIENCE:

April 2018 – Present RCM Utilities, LLC
Position: Owner, Estimator, General Manager

Mar 2015 – April 2018 Utility Technicians, Inc.
Position: Project Manager, Estimator, Vice President, General Manager
Duties: Estimator, supervisor, and technician for all phases of service, Expansion, modification, and repair of water and wastewater plants, lift stations, re-pump stations

July 2011 – Mar 2015 Utility Technicians, Inc.
Position: Foreman, Construction & Service Technician
Duties: Installation and service of lift stations, construction of water plants, water line construction, sewercoat applicator for manholes

Feb, 2008-July 2011 Utility Technicians, Inc.
Position: Laborer
Duties: Assisted foreman with installation of lift stations, water line repairs and service work

May 2007-Feb 2008 Kerr's Truck and Car Sales
Position: Mechanic and sales
Duties: Maintained vehicles and sold vehicles.

SKILLS:

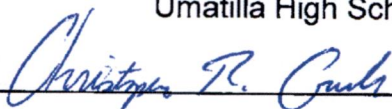
- Wastewater Sewer Plants & Lift Stations—complete rehab & construction; motors, blowers & pump replacement & repairs; replace and repair piping & fittings; control panel repair & replacement
- Water & Hydrotank—tank cleaning, rehab (including sandblasting) & painting; inspections (with FL registered professional engineer); installation of fire water tanks
- Sanitary sewer line pressure testing and jetter cleaning
- Manhole and Wet Well rehab, including surface coating (SewperCoat) and high pressure grouting
- Operate digital inline zoom video for sewer lines
- Certified backflow tester and repair/maintenance technician

CERTIFICATIONS:

Certified Underground Utility and Excavation Contractor
License # CUC1225240
Class A CDL Driver's License
Dept of Transportation Maintenance of Traffic (Intermediate)
Confined Space Entry
Backflow Prevention Device Technician
Backflow Prevention Assembly Repair and Maintenance
Infiltrator Systems Training
DOT Drug/Alcohol Awareness Training
Umatilla High School, graduated 2007

EDUCATION:

Signature



WESTON HARTWRIGHT

EMPLOYMENT EXPERIENCE:

June 2019 – Present	RCM Utilities, LLC
Position:	Field Supervisor
Duties:	Installation and service of lift stations, construction of water plants, water line construction, sewercoat applicator for manholes, supervise crew
Nov 2011 – May 2019	Utility Technicians, Inc.
Position:	Field Foreman, Construction & Service
Duties:	Installation and service of lift stations, construction of water plants, water line construction, sewercoat applicator for manholes, supervise crew
Jun 2009 – Nov 2011	City of Clermont
Position:	Utilities Department Technician
Duties:	Lift station and new construction technician
Sep 2005 – May 2009	Utility Technicians, Inc.
Position:	Construction & Service Technician
Duties:	Service and repair of water & sewer plants and lift stations
Jan 1994 – Aug 2005	Donahue's Automotive Company
Position:	Vehicle Mechanic

SKILLS:

- Wastewater Sewer Plants & Lift Stations—complete rehab & construction; motors, blowers & pump replacement & repairs; replace and repair piping & fittings; control panel repair & replacement
- Water & Hydro tank—tank cleaning, rehab (including sandblasting) & painting; inspections (with FL registered professional engineer); installation of fire water tanks
- Sanitary sewer line pressure testing and jetter cleaning
- Manhole and Wet Well rehab, including surface coating (SewperCoat) and high-pressure grouting

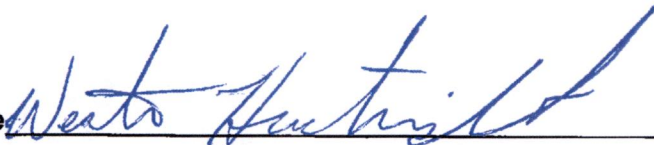
CERTIFICATIONS:

Class B CDL Driver's License
Dept of Transportation Maintenance of Traffic
(MOT-Intermediate)
Confined Space Entry Training
Gas Monitor System Training

EDUCATION:

Umatilla High School, Umatilla, FL graduated 1994

Signature



JOHN C. RIGGS

WORK EXPERIENCE:

RCM Utilities

July 2019 to Present

Operations Manager and Safety Officer – handles all service calls; scheduled and coordinated service work; prioritized jobs, dealt with schedule interruptions; handled customer service calls, solved customer problems and followed up on customer inquiries; created and processed quotes for service work; reviewed and approved purchase orders; verified weekly time cards for assigned personnel; as warehouse manager, managed inventory control, receipt of materials, and staff to ensure material availability for jobs; researched, developed, and managed supplier relationships to ensure competitive cost and deliveries; maintained clean, orderly, and safe work environment throughout office and shop; served as Safety Officer to maintain and ensure company compliance with federal and state regulations; maintain safety supplies, training and annual truck inspection

Professional Dirt Services

Feb 2016 to July 2019

Project Manager – involved in the early stages of project development through to completion; coordinate work and communication on multiple jobs with job foremen; coordinate internal resources and third parties/vendors to maintain schedule and ensure materials are available when needed; establish and maintain relationships with third parties/vendors; handle schedule interruptions; maintain all permits, required tests and surveys; report job status to owner and client; coordinate with estimator, architects, engineers and surveyors

Utility Technicians

Apr 2006 to Feb 2016

Operations Manager and Safety Officer – handled all service calls; scheduled and coordinated service work; prioritized jobs, dealt with schedule interruptions; handled customer service calls, solved customer problems and followed up on customer inquiries; created and processed quotes for service work; reviewed and approved purchase orders; verified weekly time cards for assigned personnel; as warehouse manager, managed inventory control, receipt of materials, and staff to ensure material availability for jobs; researched, developed, and managed supplier relationships to ensure competitive cost and deliveries; maintained clean, orderly, and safe work environment throughout office and shop; served as Safety Officer to maintain and ensure company compliance with federal and state regulations; maintain safety supplies, training and annual truck inspections

Codding Sand & Soil

Jun 2002 to Apr 2006

Customer service – handled orders for dirt supplies; processed invoices; collected payments, scheduled deliveries

Hudalla Group

Jan 2002 to Jun 2002

Manufacturer's rep – managed territory of Florida, southern Georgia, and Alabama; met dealers on location to introduce products and complete sales orders

Warren and Sweat Manufacturing

Jun 1990 to Dec 2001

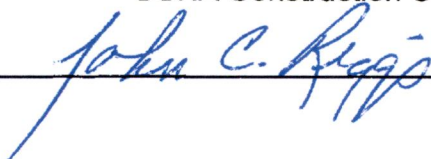
General Manager for company with \$4mm+ sales –outside sales; customer service; materials purchasing; researched and evaluated new material sources; inventory control; coordinated with research and development department; operations manager for 60+ employees, organized company events at trade shows, overseas travel for purchasing

EDUCATION: Graduated from William R. Boone High School, Orlando, Class of 1975

Attended Valencia Community College

Seminars: Inventory Control, Managing Multiple Projects, Priorities and Deadlines,
OSHA Construction Safety

Signature



BRADLEY GREEN

EMPLOYMENT EXPERIENCE:

May 2018 – Present	RCM Utilities, LLC
Position:	Crew Foreman
Duties:	Installation and service of lift stations, construction of water plants, water line construction & supervise crew
Nov 2016 – May 2018	Gene Green's Lawn Care
Position:	Manager
Duties:	Managed crews for lawn care services
June 2014 – Nov. 2016	Utility Technicians, Inc.
Position:	Construction Laborer
Duties:	Installation and service of lift stations, construction of water plants, water line construction, sewercoat applicator for manholes.

SKILLS:

- Wastewater Sewer Plants & Lift Stations—complete rehab & construction; motors, blowers & pump replacement & repairs; replace and repair piping & fittings; control panel repair & replacement
- Water & Hydro tank—tank cleaning, rehab (including sandblasting) & painting; inspections (with FL registered professional engineer); installation of fire water tanks
- Sanitary sewer line pressure testing and jetter cleaning

CERTIFICATIONS:

Class B CDL Driver's License
Dept of Transportation Maintenance of Traffic
(MOT-Intermediate)
Confined Space Entry Training
Gas Monitor System Training

EDUCATION:

Umatilla High School, Umatilla, FL graduated 2014

Signature



MELISSA MOSS

EMPLOYMENT EXPERIENCE:

- January 2019 – Present RCM Utilities, LLC
Position: Executive Assistant and Corporate Officer
Duties:
- Manage all job communication and files, Notice to Owner and Release of Liens, request bonding and manage status reports with bonding company
 - Manage incoming requests for bids and quotes, identify issues to review with President, create and manage responses for bids and quotes
 - Manage accounts payables and receivables, process checks for signature, receive and post payments, reconcile bank and checking accounts, monthly closing, annual audit, end of year processing
 - Manage human resources, including timesheets, payroll, payroll taxes, benefits, employee personnel files, time off records
 - Process and maintain certificates of insurance, workers compensation, liability insurance and other related requirements and documents
 - Maintain water billing community records, respond to questions and concerns with customers, accept and post payments for water bills, create weekly deposits, make adjustments and corrections to accounts, process water meter readings, generate and mail water billing charges, process all water consumption, water loss reports, and financial reports for water billing communities
 - Answer, direct or handle all incoming telephone calls
 - Maintain corporate personnel manual and drug-free workplace manual
 - Maintain office equipment leases, repairs and supplies
- Sept 2011 – Nov. 2018 Utility Technicians, Inc.
Position: Administrative Assistant
Duties: Manage job and bid files, accounts payables and receivables, manage employee timesheets and time off records, participate in weekly job meetings and manage job scheduling board, maintain on-call schedule for technicians
- April 2009 – June 2011 Allen's Well Drilling, Inc.
Position: Secretary
Duties: Maintain the smooth running of office through a variety of administrative and clerical duties. Schedule and coordinate service work with technicians.
- Jan 2006 – April 2009 Hidden Valley Ranch & Nursery, Inc.
Position: Secretary
Duties: Answer calls, take messages, handle correspondence, arrange appointments, managing databases, manage orders going out, filing
- June 1989 -Sept. 2005 Winn-Dixie
Position: Pricing Manager
Duties: Ensure accuracy of prices for the store

EDUCATION: Clewiston High School, graduated 1989

Signature _____

Melissa Moss

Bradley Miller
(561) 398-2781
brad@maxxenvironmental.com

Feb 2016-Present
(3.5 Years)

Supervisor – Maxx Environmental, Riviera Beach

Maxx Environmental, LLC is a family owned business providing specialized underground sewer and drainage infrastructure rehabilitation and repair services on private and public projects utilizing primarily Sewpercoat.

Tasks & duties;

- Supervise employees and projects from beginning to completion
- Attend pre-bids and pre and post-construction meetings with owners
- Compile project schedules, work-orders, material logs and safety program
- Conduct office and job-site work and safety meetings with employees
- Produce and maintain job cost, profit and loss reports
- Work with engineers and owners on design-builds and on-site conflict resolution

Feb 2013-Feb 2016
(3 Years)

Account Manager - Fortiline Waterworks, Riviera Bch

Fortiline is an underground utility water & sewer materials distributor. My tasks were to handle several customers with plan take-offs, quotes, material shipments, invoicing, job-site conflicts, emergency situation resolution, engineer design assistance on private development and public commercial construction projects ranging from \$500,000 to \$10 million dollars.

Aug 2002-Feb 2013
(11 Years)

Supervisor – CEES, Inc, West Palm Beach, Fl

CEES, Inc. (Chaz Equipment) was a Sewpercoat applicator providing underground sewer and drainage structure rehabilitation throughout the state of Florida. I handled all facets of operations, scheduling, business development, marketing and maintained master stand-alone data-base systems including all facets of daily operations. As supervisor for over a decade I coordinated a total of 40 million dollars of construction and rehabilitation work from inception to closeout.

EDUCATION

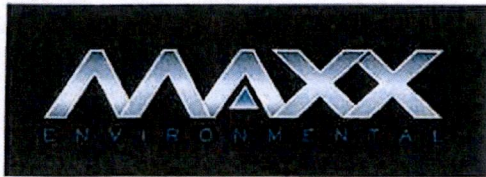
Sep 1986 – May 1989

American Academy High School, Nicosia Cyprus

Aug 1989 – May 1993

Wheeling Jesuit University (BA), Wheeling, WV


7/19/19 



3610 Fiscal Court
Riviera Beach, FL 33404
(561) 398-2781 C
(561) 881-0013 F
maxxenvironmental.com

Maxx Environmental Staff Experience with Sewpercoat in the State of Florida

For further verification of our experience please feel free to call;

David Waters; (352) 483-6434 (*Porter & Assoc. – Sewpercoat Florida rep*)

Joseph Talley; (757) 339-3327 (*Sewpercoat national manufacturers rep*)

Brad Miller:

Supervisor

Total Years Experience - 15+ years

Total Manholes Coated - 12,000+ (72,000vf)

Total Wet Wells Coated - 1000 + (18,000vf)

Jeff Ducote:

Crew Leader / Gunner & Mixer

Total Years Experience - 3+ years

Total Manholes Coated - 500+ (3,000vf)

Total Wet Wells Coated - 30+ (600vf)

Israel Soto:

Skilled / Specialized Labor / Gunner & Mixer

Total Years Experience - 11+ years

Total Manholes Coated - 5,000+ (30,000vf)

Total Wet Wells Coated - 200+ (3,000vf)

Jorge Soto:

Skilled / Specialized Labor / Gunner & Mixer

Total Years Experience - 2+ years

Total Manholes Coated - 300+ (1,800vf)

Total Wet Wells Coated - 20+ (300vf)





TAB 3 - REFERENCES

City of Tavares

201 E. Main Street
Tavares, FL 32778
Bob Kenner 352-516-3530
Shannon Parrish 352-516-1624

Lift station rehabs to include base ells, pumps, piping, valves & sewerpercoat

City of Groveland

156 S. Lake Ave
Groveland, FL 34736
Chris Grove 352-308-5787
Pash Dhanra 352-428-4991

Lift station rehabs to include base ells, pumps, piping, valves & sewerpercoat and full electrical replacement including control panel

City of Umatilla

1 S. Central Ave
Umatilla, FL 32784
Aaron Mercer 407-949-2917

Removal & replacement of clarifier bridge expanded 25' of elevated walkway, water meters.
Lift station rehabs to include base ells, pumps, piping, valves & sewerpercoat

Sun Communities

27777 Franklin Road
Southfield, MI 48034
Jennifer Harwick 941-374-5156

Lift station rehabs to include base ells, pumps, piping, valves & sewerpercoat, hydro pneumatic tank replacement, misc. water main & isolation valve replacements.

The Village Commercial Property Management

3597 Kiessel Road
The Villages, FL 32163
Jarrod Ford 352-636-4840

Complete construction of multiple High-Pressure Irrigation Pump Stations to include 2000 GPM pump skid with duplex vertical turbine pumps. 1000GPM pond fill well pump, High Pressure hypochlorite injection system, Scada and telemetry, all housed in a 1000 sq. ft pump house



3610 Fiscal Court
Riviera Beach, FL 33404
(561) 398-2781 C
(561) 881-0013 F
maxxenvironmental.com

References - Maxx Environmental, LLC

City of Fort Myers:

Al Casing - Public Works Operations Supervisor
4200 MLK Jr. Blvd., Ft. Myers, FL 33916
Tel: (239) 410-2448
Email: acasing@cityftmyers.com
Work completed: Sewpercoat manhole rehabilitation

City of Naples:

Kevin Swisher - Utility Maintenance Supervisor
380 Riverside Cir., Naples, FL 34102
Tel: (239) 298-9450
Email: kswisher@naplesgov.com
Work completed: Sewpercoat manhole & LS rehabilitation

Village of Wellington:

Corey Robinson - Operations & Maintenance Supervisor
12300 Forest Hill Blvd., Wellington FL 33414
Tel: (561) 906-1083
Email: crobinson@wellingtonfl.gov
Work completed: Sewpercoat manhole rehabilitation

Seminole Tribe of Florida:

Juan Mata - Utility Operations Supervisor
6300 Stirling Rd., Hollywood, FL 33024
Tel: (863) 228-2138
Email: cjuanmata@semtribe.com
Work completed: Sewpercoat manhole & LS coatings

Seacoast Utility Authority:

Brent Weidenhamer - O&M Supervisor
4200 Hood Rd., Palm Beach Gardens, FL 33410
Tel: (561) 627-2900
Email: bweidenhamer@sua.com
Work completed: Sewpercoat manhole & LS rehabilitation





October 18, 2017

Maxx Environmental, LLC
3610 Fiscal Court
Riviera Beach, FL 33404

SUBJECT: SEWPERCOAT® APPLICATION STATUS

This letter serves to verify that Maxx Environmental, LLC personnel have demonstrated the requisite skill and training to be considered competent and qualified installers of SewperCoat® materials (as manufactured by Kerneos Inc.). Maxx Environmental, LLC personnel have installation experience with the low-pressure, wet spray installation method and have successfully installed SewperCoat® PG in manhole, lift station, and wet well rehabilitation applications throughout their careers.

With SewperCoat® being a specialty construction product having very specific installation methods and equipment requirements, Kerneos is very selective in our assessment of any contractor interested in gaining our "competent and qualified installer" designation. This designation is typically required in project specifications, along with other exhaustive experience and volume of similar work requirements. Kerneos maintains a listing of competent and quality contractors that have demonstrated requisite skill and training to be considered qualified installers of our materials. Maxx Environmental, LLC are included in this listing.

If you have any additional questions or comments, please do not hesitate to contact me directly.

Respectfully,

Joseph Talley
SewperCoat® Market Manager
Kerneos Inc.

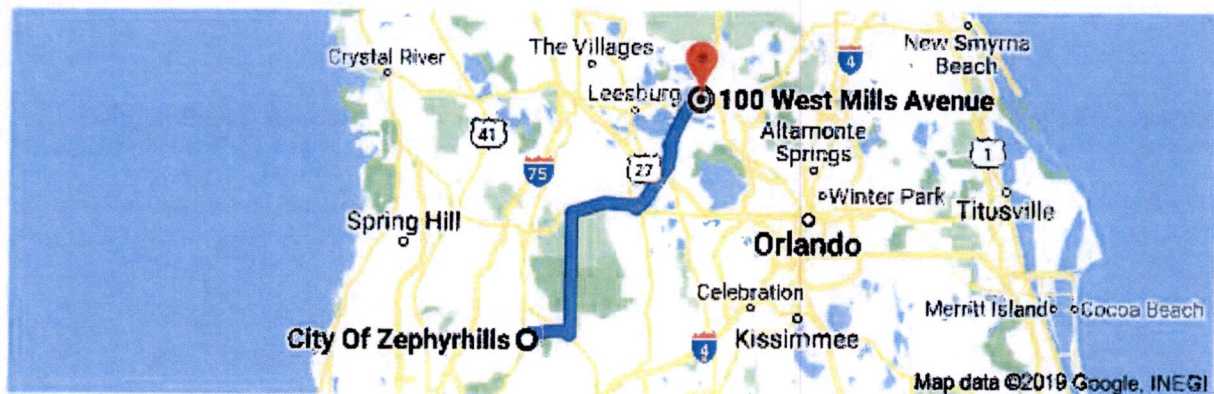




TAB 4 -OFFICE LOCATION

Our office is located at 100 West Mills Avenue in Eustis, FL 32726 which is 1 ½ hours from City of Zephyrhills. Our technicians also live in this area and are available to respond as needed by the City.

Please see map below:



Approximately 1 hour 27 min (67 miles)



TAB 5 - RESPONSIVENESS / AVAILABILITY OF EQUIPMENT

RCM Utilities owns all the equipment listed below and the yard where our equipment is stored is at
100 West Mills Avenue Eustis, FL 32726

Trucks:

2018 Ram 5500 with 6000 lb. crane- heavy construction truck

2015 Ford F550 with 500 lb. crane – heavy construction truck

2016 Chevrolet 2500 with 3000 lb. crane – service truck

2004 Chevrolet 2500 – shop truck

Trailers:

2009 35' Hooper Gooseneck trailer

2018 18" Taylor Equipment trailer

16' Tandem Dump trailer

Equipment:

30HP Tractor with bucket

Hose Monster

5000 lb. Warehouse Forklift

3000 lb. Warehouse Forklift

Ditch Witch Trencher

(2) 3" Diaphragm Mud Hogg pumps

2" & 3" Trash Pumps

Hose Monster Test

Fire Hydrant Flow Test Equipment

High Pressure leak stop grout pump

(2) 11000-watt welder generators

(1) 8600-watt generator

(1) 5000-watt generator

(1) gas powered air compressor

Confined Space rescue kit tripod, harness, blowers & gas monitors

Backflow Preventor test gauge



3610 Fiscal Court
Riviera Beach, FL 33404
(561) 398-2781 C
(561) 881-0013 F
maxxenvironmental.com

Response Approach to Work Orders

- SCHEDULING:** We can be on-site next day for emergencies.
- COMPLETION:** Manholes; 3-7 per day / Lift Stations; 2.5 days max
- EMERGENCY:** We can be on-site within 24-48 hours.
- MOBILIZATION:** No additional cost – included within our bid pricing.
- EQUIPMENT:** Ford F450 lead box truck, Strong 35D Spray Rig,
Ford F450 support truck, 5000psi pressure washer trailer,
375cfm/150psi air compressor.
- MATERIALS:** Coating material new & rehab - Sewpercoat PG, Kerneos
Aggressive leak stops – Seal Guard 2 hydrophobic grout
Regular leak stops – Avanti 202 hydrophilic grout
Hole filling / Leak stops – Strong Plug
Wall patching / repairs – Strong QSR
Black Beauty sand (sandblasting) – Florida Sand & Silica
Safety Gear (Tripods, Gas detectors, etc) – Ritz Safety
- PICTURES:** We shall provide before and after pictures of all work.
- SUB-CONTRACTORS:** None. Maxx shall perform all services



Labor/Equipment Rates Form

RFP 35-19-01 Water & Wastewater Misc Construction/Maintenance Services

LABOR and EQUIPMENT RATES	RATES	
	WORKING HOURS	AFTER HOURS
Supervisor	\$50.00	\$75.00
Foreman	\$75.00	\$113.00
Helper - Labor Only	\$35.00	\$53.00
Helper with Truck/Trailer	\$50.00	\$75.00
Backflow Technician	\$40.00	\$60.00
Other: (EXPLAIN)		
Please provide when after hours would apply	Anytime outside Mon - Fri 7am - 5 pm	

EQUIPMENT RATES	SET UP FEE	HOURLY	DAILY	WEEKLY	MONTHLY	OWNED or RENTED	
						O	R
Mini Excavator with Operator	\$150.00	\$80.00	\$800.00	\$2,400.00	\$9,600.00	O	
Back Hoe with Operator	\$250.00	\$125.00	\$1,250.00	\$6,250.00	\$25,000.00		R
Vac Truck - 2 Man Crew	\$250.00	\$280.00	\$2,800.00	\$14,000.00	\$56,000.00		R
CCTV Camera Trailer with Operator	\$250.00	\$175.00	\$1,750.00	\$8,750.00	\$35,000.00		R
Tractor with Bucket with Operator	\$250.00	\$125.00	\$1,250.00	\$6,250.00	\$25,000.00	O	
4" Sewage Bypass Pump with Hoses	\$250.00	\$40.00	\$250.00	\$650.00	\$2,600.00		R
Bypass Pump Fuel Additional	\$4.50 per gallon						
1500 Gallon Temporary Hydro Tank							
3000 Gallon Temporary Hydro Tank							
10000 Gallon Temporary Hydro Tank							
Aerator for Ground Storage Tank							
13000 Watt Generator	\$250.00	\$40.00	\$170.00	\$850.00	\$3,400.00		R
Infiltrator MH Leak Stop Plus Labor	\$150.00	\$25.00	\$150.00	\$750.00	\$3,000.00	O	
Portable Concrete Mixer with Crew							
Metal Fabrication/Welding Lead Man	\$150.00	\$75.00	\$750.00	\$3,750.00	\$15,000.00	O	
Metal Fabrication/Weider	\$150.00	\$65.00	\$650.00	\$3,250.00	\$13,000.00	O	
Sand Blast Trailer Rig with Crew	\$250.00	\$295.00	\$2,950.00	\$14,750.00	\$59,000.00		R
Sand Blasting Sand	\$5.00 per 50 lb bag						
Compactor with Operator	\$150.00	\$100.00	\$1,000.00	\$5,000.00	\$20,000.00	O	
Air Compressor Road Bore	\$250.00	\$125.00	\$1,250.00	\$6,250.00	\$25,000.00	O	
OTHER RATES	% MARK UP						
Materials Purchased for Specific Job	25%						
Materials from Stock	25%						
Subcontract Labor	20%						
Performance and Payment Bond	Cost 2%						

Company Name: RCM Utilities, LLC

Authorized Signature/Date: Christopher R. Creech 07/26/2019

RFP 35-19-01 WATER & WASTEWATER
Misc Construction/Maintenance Services
Christopher R. Creech Manager



TAB 7 -ACCEPTANCE OF CONDITIONS

As found in section 1.14.2 Insurance, RCM Utilities has been assured by its insurance provider Bates Insurance that a pollution policy for \$1,000,000 for each pollution condition can be obtained if we are awarded this contract. Please let us know, and we can forward to you proof of coverage.

In addition, RCM Utilities has obtained builders' risk coverage when required on a job per job basis. If awarded this contract, and builder's risk coverage is required, we will notify our insurance provider and can forward to you proof of coverage.

Except for the two insurance coverages listed above, there are no known exceptions or deviations to the terms and conditions of the City of Zephyrhills RFP 35-19-01 Water & Wastewater Misc. Construction / Maintenance Services

RFP 35-19-01

SUBCONTRACTOR:

Firm Name and Address

Services to be Provided

- | | |
|---|---------------|
| 1. Betts Electrical Services, LLC
9590 SE 190th Court
Ocklawaha, FL 32179 | 1. Electrical |
| 2. Max Environmental, LLC
3610 Fiscal Court
Riviera Beach, FL 33404 | 2. Sewpercoat |
| 3. | 3. |
| 4. | 4. |
| 5. | 5. |

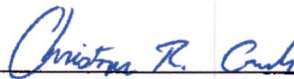
DRUG-FREE WORKPLACE FORM

The undersigned vendor, in accordance with Florida Statute 287.087, hereby

certifies that RCM Utilities, LLC does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Bidder's Signature Christopher R. Creech

07/26/2019

Date

PUR062.036
re. 10/97

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to City of Zephyrhills
(print name of the public entity)
by Christopher R. Creech Manager / Owner
(print individual's name and title)
for RCM Utilities, LLC
(print name of entity submitting sworn statement)

whose business address is

100 West Mills Ave Eustis, FL 32726

and (if applicable) its Federal Employer Identification Number (FEIN) is 82-4160762

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors,

executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Christopher R. Creech
(Signature)

Sworn to and subscribed before me this 26 day of July, 2019

Personally known Christopher R. Creech

Or Produced identification _____
Notary Public – State of Florida

Melissa Moss
My commission expires November 8, 2019
(Type of Identification)

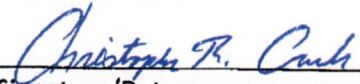


(Printed, Typed or stamped commissioned name of notary public)
Form PUR 7068 (Rev. 06/18/92)

Addenda Receipt Acknowledgment

Addendum # <u>1</u>	Date <u>07/01/2019</u>	Initials <u>CRC</u>
Addendum # _____	Date _____	Initials _____
Addendum # _____	Date _____	Initials _____
Addendum # _____	Date _____	Initials _____

Firm Representative:



Signature/Date (Executed by Corporate Authority)
Christopher R. Creech Manager

NON-COLLUSIVE AFFIDAVIT

State of Florida
County of Lake

Christopher R. Creech, being first duly sworn, deposes and says that he/she is **Manager of**
RCM Utilities, LLC, the party making the fore-going submittal of qualifications or bid that such
submittal
(partner or officer of the Firm, etc)

Or bid is genuine and not collusive or sham; that said Firm has not colluded, conspired, connived or agreed, directly or indirectly, with any Firm or person, to put in a sham response or to refrain from responding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to secure any advantage against the City of Zephyrhills of any person interested in the proposed contract; and that all statements in said response are true.

Christopher R. Creech
Officer

RCM Utilities, LLC (Company Name)

State of Florida
County of Lake

The foregoing instrument was acknowledged before me this 26 day of July 2019
by
Christopher R. Creech Manager (name and title of corporate officer)
of RCM Utilities, LLC (Name of Corporation),
a Florida (state or place of incorporation) corporation, on behalf of the
corporation. He/she is personally known to me or has produced _____ (Identification type)
as identification.

Melissa Moss (Signature line for notary public)

Melissa Moss (Name of notary type, printed or stamped)

AMBR / Executive Assistant (Title or rank)

My commission expires: November 8, 2019
Serial number, if any _____



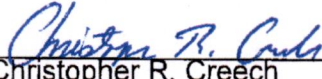
E-VERIFY

RFP No: 35-19-01
Project Description: Water & Wastewater Misc Construction
/Maintenance Services

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. all persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the City of Zephyrhills.

Company/Firm: RCM Utilities, LLC
Authorized Signature: 
Christopher R. Creech
Title: Manager / Owner
Date: July 26, 2019

RFP ACCEPTANCE

I acknowledge and understand the requirements set forth in RFP 35-19-01 Water & Wastewater Misc Construction/Maintenance Services.

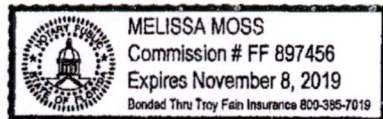
Christopher R. Creech
Authorized Signature

07/26/2019
Date

Christopher R. Creech
Printed Name

RCM Utilities, LLC
Company Name

In witness whereof, the above submitted has hereunto set his signature and affixed his seal this
26 day of July A.D. 2019



_____(Seal) By: Melissa Moss
Title: AMBR / Executive Assistant

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: Police Department Team Impact Award Presentations

REQUESTED ACTION: For informational purposes only.

CONTRACT:

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

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

Chief Randy Parmer will present a Team Impact Award to both Police Department Administrator Stacey Wrightam and Detective Adam Barker.

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: The Villages of Southern Oaks 163 Agreement 9th Amendment - AREAS A, B & C

REQUESTED ACTION: Staff recommends approval.

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

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

Florida Statute §163.3220 - §163.3243 authorizes local governments and developers to enter into certain types of development agreements with duration periods of up to 30 years to provide certainty to both parties in terms of current and future processes and entitlements under the statutes.

This agreement between the City of Wildwood and The Villages Land Company, LLC, covers the Villages of Southern Oaks project. The Villages of Southern Oaks is a large-scale master-planned development. The agreement was originally executed by the City Commission on May 8, 2017.

Below is a general summary of the changes to the Agreement this amendment proposes:

1. Amends the architectural standards
2. Amends golf cart operations

The terms of this development agreement amendment have been discussed among City Staff and were finalized in consultation with the City Attorney.



DATED: 6/18/2022

Roxann Read, AICP, CFM
Development Services Assistant Director

THE VILLAGES OF SOUTHERN OAKS AREA A CHAPTER 163 DEVELOPMENT AGREEMENT

This Development Agreement (referred to as the or this “Agreement”) made this _____ day of _____, 2022, by and between The Villages Land Company, LLC, a Florida limited liability company, (hereinafter referred to as “VLC”), whose mailing address is 3619 Kiessel Road, The Villages, Florida 32163, and which shall be referred to as “Owner”, “Developer” or “Master Developer” as hereafter described) and the City of Wildwood, a Florida municipal corporation whose mailing address is 100 North Main Street, Wildwood, Florida 34785 (hereinafter referred to as “City” or “Wildwood”). The City and VLC may sometimes be referred to collectively herein as the “Parties”.

WITNESSETH

WHEREAS, The Villages of Lake-Sumter, Inc., has served as the Developer of The Villages of Sumter Development of Regional Impact (DRI), The Villages of Marion Florida Quality Development (FQD), The Tri-County Villages DRI, The Villages of Fruitland Park DRI, The Villages of Wildwood DRI, The Village of Fenney, The Villages of West Lake and The Villages of Southern Oaks, together commonly known and referred to as “The Villages”; and

WHEREAS, The Villages have been developed as a self-contained age restricted community with amenities and services on site to meet the needs of its residents, including the provision of mixed use town centers and internal multi-use paths to minimize the use of the automobile; and

WHEREAS, The Villages has developed into a well-designed community with a population of over one hundred twenty-five thousand (125,000) with significant recreational opportunities on-site and approximately six million (6,000,000) square feet of non-residential development. This non-residential development has also provided new commercial development that has served and continues to serve the larger Wildwood community and surrounding areas; and

WHEREAS, VLC acquired property in south Wildwood that has been designated as Age Restricted Development (ARD) on the City’s Future Land Use Map (FLUM) and is referred to as The Villages of Southern Oaks (hereinafter referred to as the “Project”); and

WHEREAS, the City’s comprehensive plan includes Future Land Use Element Policy 1.5.5 which is a site specific policy that establishes development requirements for the Project. Policy 1.5.5 refers to The Villages of Southern Oaks Area A Chapter 163 Development Agreement which is this Agreement; and

WHEREAS, the Project contains mostly vacant lands that are approved for a wide range of urban uses such as commercial, residential, office and medical uses as well as agricultural uses as provided for in the City’s FLUM ; and

WHEREAS, VLC has chosen to divide the Project into areas with each area having a separate Chapter 163 Development Agreement with the City. The boundary of Area A is identified

in **EXHIBIT 3** (hereinafter referred to as the “Property”). A location map of the Property is attached as **EXHIBIT 3**. The Property is owned by VLC although, in the future, portions of it may be transferred to another entity or subdivided and sold; and

WHEREAS, this Agreement is solely for Area A with a legal description attached as **EXHIBIT 1**; and

WHEREAS, this Agreement is needed to establish standards for how Area A and future areas relate including providing for the transfer of entitlements between the areas as needed; and

WHEREAS, the City has previously adopted Chapter 163 Development Agreements for this Project with the original agreement adopted on May 8, 2017, and subsequent amendments adopted on February 26, 2018, October 22, 2018, January 28, 2019, June 10, 2019, September 23, 2019, February 24, 2020, October 12, 2020, November 8, 2021, and on July 11, 2022 with each Agreement adopted as an amended and restated agreement, thereby ensuring that all prior Agreements are no longer in effect; and

WHEREAS, VLC or another entity affiliated with the Owner is anticipating acquiring additional lands within south Wildwood in the future and is seeking with this Agreement to provide a format or template for long-term certainty and predictability of its development endeavors and a process for working with the City; and

WHEREAS, while development plans for the Project are currently only conceptual, it is important to all Parties to (1) establish the procedures under which the development can be conceptually approved so that, at the time of development, development orders and permits may be reviewed and acted on as efficiently and expeditiously as possible; (2) establish procedures that provide for predictability, yet appropriate flexibility to meet market changes during the term of this Agreement; and (3) to provide assurances that the Owner will be able to rely on for the life of this Agreement certain development rights as identified herein; and

WHEREAS, the City and the Owner has agreed on a term of thirty (30) years as sufficient to allow full development of the Property under the authority of the Florida Local Government Development Agreement Act as set out in Section 163.3229, Florida Statutes; and

WHEREAS, Sections 163.3220-163.3243, Florida Statutes, authorizes local governments and developers to enter into certain types of development agreements with long duration of up to 30 years to provide certainty to both parties in terms of current and future process and entitlements under such statutes; and

WHEREAS, the Property, is located in an area which is within a Joint Planning Area with Sumter County in order to plan for future public facilities and coordinate annexations; and

WHEREAS, developing these properties on additional land in a mixed use, compact development pattern connected by internal multi-use paths furthers the City of Wildwood’s policies in the south Wildwood area; and

WHEREAS, the Project, is planned to be integrated over time into The Villages but will not be a DRI; and

WHEREAS, this Development Agreement provides a statutory binding template much like a local Development Order. It strengthens the public planning process, encourages sound capital improvement planning and financing and assists in ensuring that adequate capital facilities are in place to address the impacts of development. It also encourages well thought out development and planning to reduce the costs and impacts of development to the citizens of Wildwood; and

WHEREAS, the City and the Owner agree that The Villages should have consistent requirements for its different communities to maintain continuity and to minimize confusion for both the City and The Villages; and

WHEREAS, the City recognizes that The Villages has procedures to address special events and other requirements which are applied through-out the communities and exemptions from the City's Code is warranted; and

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein and other good and valuable consideration, sufficiency and the receipt of which are hereby acknowledged, it is mutually agreed as follows:

I. PURPOSE, AUTHORITY AND LEGAL DESCRIPTION

(A) Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement by reference.

(B) Purpose. The purpose of this Agreement is six-fold.

1) It will provide a binding written agreement between the City and the Owner for the long-term development in order to provide a mutually acceptable process for the City and certainty to the Developer;

2) It will set out for both Parties and the citizens of Wildwood the density, intensity, land uses and processes to be followed for purposes of development;

3) It will approve new development rights and clarify certain development rights or assumptions identified and clarify how the City's land development regulations (LDR's) will apply;

4) It will anticipate and plan for future development to be continuing;

5) It will establish design standards and a process, both for this development and other development which will take place under the Age Restricted Development (ARD) future land use and zoning category; and

6) It will help ensure consistency and continuity between The Villages communities by providing exemptions from specified provisions in the City's Code.

(C) Authority for Agreement: This Agreement is entered into pursuant to the authority of the Florida Local Government Development Agreement Act which consists of Sections

163.3220-163.3243, Florida Statutes, the authority under those sections are supplemental and additional to the powers conferred upon local governments by other laws and it encourages sound capital improvement planning and financing, reducing the cost of housing and development and encouraging a commitment to long-term comprehensive planning for a community.

(D) Legal description. The Property subject to this Agreement is shown by a sketch of the Property and legal description which is attached and incorporated as **EXHIBIT 1** and a location map as **EXHIBIT 3**.

II. APPROVED LAND USE AND DEVELOPMENT RIGHTS

(A) Land Use. The City has changed the future land use of the Property to ARD and has also approved ARD zoning. The City has also adopted Future Land Use Element Policy 1.5.5 which is a site specific policy that only applies to the Project. All approvals are in effect.

TABLE 1: AREA A PROJECT ENTITLEMENTS

LAND USE	APPROVED DEVELOPMENT
RESIDENTIAL	25,845 DWELLING UNITS (Age Restricted)
NON-RESIDENTIAL	2,504,000 SQUARE FEET OF COMMERCIAL/OFFICE 32,000 SQUARE FEET OF OFFICE/GOVERNMENT

(B) Proposed Entitlements, Conversion Matrix.

1) The Table 1 entitlements can be converted to other uses authorized by the ARD future land use and zoning and Future Land Use Policy 1.5.5 utilizing a land use conversion matrix included in **EXHIBIT 2** and a process described by this Agreement.

2) Although not specifically listed above, all uses authorized by the City's comprehensive plan which are permitted within the Project are set out in **EXHIBIT 4**.

3) The VLC is the Master Developer for the Project. As the Master Developer, VLC owns and controls all of the development rights and entitlements within the Project which are identified in Table 1 above for Area A. Any proposed development or improvements to property within the Project requires the prior written approval of the Master Developer, including, but not limited to, use of any entitlements as to any parcel or property within the Project. No new development can occur that reduces VLC's entitlements or Master Developer rights without Master Developer's prior authorization. VLC maintains an accounting of its development entitlements and will provide a copy to the City upon request.

4) VLC may transfer entitlements to and from Area A to any area within the Project without requiring an amendment to this Agreement. VLC must provide the City notice of at least thirty (30) days in advance of transferring entitlements with no approval required by the City. Table 1 will be revised to reflect the current entitlements once an amendment is proposed to the Agreement.

(C) Future Phases. The development process approved by this Agreement only applies to the legal description attached as **EXHIBIT 1** and, as will be more fully explained later in this Agreement, additional lands cannot be added without going through the statutory process of amending this Agreement or, at the sole option of the Owner, entering into a separate 163 Agreement for future land. Accordingly, in the future, there may be additions of development phases or the additional lands could be added to this Development Agreement by the statutory process developed as a single phase. However, if developed in future phase and/or separate phases, since the real estate is not always contiguous to the Property in Exhibit 1, there will be no aggregation of traffic under the City's LDR for mitigation purposes because all of the development on these lands will not be using the same roadways. If additional lands are added, either through an amendment to this Agreement or at the election of the Developer, a new development agreement, the Developer will provide the required public notices and direct notices to affected individuals and will provide density, intensity, use and any infrastructure known to be needed at the time, as required by the statutes. However, nothing contained in this paragraph or this Agreement shall be construed as requiring the City to adopt any amendment to this 163 Agreement or to adopt any separate 163 Agreements.

III. LAND USES AND APPROVED DEVELOPMENT RIGHTS AND ASSUMPTIONS

(A) Permitted Uses, Density and Intensity

1) Uses Permitted in Project. The Project is approved for the uses permitted in ARD land use and zoning category and Future Land Use Policy 1.5.5 as identified in **EXHIBIT 4**, including all permitted accessory uses. The maximum residential density in the ARD is 30 units per acre with no minimum density and the maximum intensity is 0.5 FAR, except for the Town Center and Medical Campus which is 3.0 FAR. ARD is a mixed use category which must meet the minimum and maximum percentages identified in the Future Land Use Element Policy 1.5.3 of the City's plan.

2) Agricultural. The Property has historically been used for agricultural activities and the Developer may pursue bona fide agricultural and silvicultural uses on the Property unless all permits and approvals necessary for a portion of the Agreement are within an approved Site Plan. For purposes of this Agreement, Site Plan is defined as either a non-agricultural site plan approval or a residential improvement plan approval from the City. There may be numerous Site Plans on the Property so if a Residential or Non-Agricultural Site Plan is approved for one area, agricultural use will stop in that area but may continue in others without approved Site Plans.

3) Mining. Mining is permitted pursuant to Section 3.20 of the City's Land Development Regulations.

4) Additional Land Uses. Additional land uses other than those permitted under the comprehensive plan require approval by the City through an amendment to the City's comprehensive plan. No amendment to this Agreement will be required to implement those uses so long as the additional land uses were approved through the comprehensive plan amendment process.

5) Towers and Wireless Communication Services. Towers and Wireless Communication Services (including cell and wireless communication towers) are a permitted use within the Property and are thus exempt from requiring a Special Exception Use and exempt from the requirements in Section 3.9 (E)(18) of the City of Wildwood Land Development Regulations. Towers and wireless communication services adjacent to external residential zoned properties shall have a setback of one half the height of the tower except those towers designed to collapse upon themselves. Collapsing towers and those towers not adjacent to external residential zoned properties shall comply with the setback and buffering provisions contained in **EXHIBIT 8**.

6) Alcoholic Beverages. The sale and consumption of alcoholic beverages is permitted within the Property. The Property is exempt from Section 4-5(a) of the City of Wildwood Code of Ordinances. All non-residential areas and uses, recreational areas and uses, and areas of mixed use shall be exempt from Section 4-2(a) of the City of Wildwood Code of Ordinances. However, streets dedicated to the City, sidewalks dedicated to the City, alleys dedicated to the City, and City owned public parks shall not be exempt from Section 4-2(a). This exemption shall not exempt the sale and consumption of alcoholic beverages from complying with the alcoholic beverage laws of the State of Florida.

IV. PROJECT INFRASTRUCTURE FACILITIES AND UTILITIES

(A) Transportation

1) Traffic Generation/Analysis. Based on the traffic impact study methodology approved by the City, the traffic consulting firm of Kimley-Horn & Associates has conducted a transportation analysis for the amount of development approved in **TABLE 1**. The result of the Kimley-Horn & Associates analysis was that no new off-site transportation improvements are needed for local roads for the time period and development scenario analyzed. The traffic analysis is attached as **EXHIBIT 6**.

2) Traffic Assumptions. The City agrees that Developer may use the following transportation assumptions when conducting a traffic analysis for development within the Property:

a) Developer may rely upon both the 2005 Origin and Destination Survey Summary Report and the 2008 Origin and Destination Summary Report of Non-Residential Travel Characteristics Study performed by Kimley-Horn & Associates and approved by FDOT for The Villages DRI's. Those assumptions provided a high community capture rate, given the mixed use nature of the development, the roadways and non-vehicular connections and the age restricted nature of the development with less persons per household and fewer work trips.

b) Developer may assume that the City will permit Developer in the future to assume the amount of development identified in **TABLE 1** is approved 14,969 PM peak hour trips.

3) **Traffic Conversion to Other Land Uses.** Developer may convert development entitlements depicted in **TABLE 1** to other uses approved in the City's comprehensive plan, only so long as the total trips generated do not exceed the trips permitted in **TABLE 1**. Attached and incorporated as **EXHIBIT 2** is a Land Use Conversion Table (the "Conversion Table") identifying the trip equivalency for each land use permitted. No amendment to this Agreement is required in order to utilize the Conversion Table. Developer must provide the City notice of at least thirty (30) days in advance of using the Conversion Table with no approval required by the City.

4) **New Traffic Analysis.** If Developer proposes new additional development entitlements within this Property [excluding transfers pursuant to Section II (B) 4. of this Agreement and conversions pursuant to Section IV (A) 3. of this Agreement], it will be required to provide a new traffic analysis or demonstrate to the City's satisfaction that a new traffic analysis is not required. Such additional new entitlements on the Property subject to this Agreement will be treated as aggregable for traffic mitigation proposed pursuant to Section 1.17 of the City's LDR's.

5) **Transportation Modes.** Developer will provide within the Project (or outside of the Project but within The Villages, as needed) multi-use paths, lanes and connectivity bridges and tunnels consistent with those at The Villages' DRI's in order to provide interconnectivity for golf carts and other modes of transportation for the purpose of reducing reliance on automobiles.

6) Developer acknowledges that development on the Property will be subject to Sumter County's impact fee ordinances and also any agreements entered into between Developer and the County for credits against such ordinances.

(B) **Potable Water and Sanitary Sewer Service**

1) An affiliate of Developer and the City have entered into a separate Utility Franchise Agreement in order to address provision of potable water and sanitary sewer services to the Project. That Agreement is attached as **EXHIBIT 7** but is not incorporated into this Agreement, so that the Parties may agree on changes to it over time and not have to amend this Agreement.

(C) **Solid Waste Service**

1) Solid Waste service will be provided by an affiliate of Developer pursuant to a franchise agreement between such affiliated party and the City. Such Agreement will be included in the file but will not be incorporated into this Agreement so that the Parties can agree on a change without having to amend this Agreement.

(D) **Availability of Infrastructure**

1) Necessary potable water and sanitary sewer, neighborhood streets, gas lines, power, phone, fiber and cable, as well as any new facilities required to service the same, shall be constructed or installed so as to be available concurrent with the development which is served by it.

(E) Public School Impacts

1) The Developer must at the time of development for any non-age restricted dwelling units created within the Project coordinate with the Sumter County School Board to address school capacity.

V. GENERAL REQUIREMENTS AND DESIGN CRITERIA

The general requirements and design criteria covering the Property are attached and incorporated as **EXHIBIT 8**. The Project shall adhere to the design standards contained within the Agreement, the Project's Standard Detail Manual and the City's LDR's amended October 14, 2019 (Water, Sewer, and Miscellaneous Details). A Standard Detail Manual will be provided to the City for review and approval. The manual will serve as a guide for purposes of development and include those requirements of **EXHIBIT 8**.

(A) Permitting, Construction, and Reconstruction of Buildings

1) Project Approval Process. The Developer shall submit a master development plan that generally shows the intended development including roadways, amenities, ponds, buffers and neighborhoods for each phase of development. The master development plan shall be submitted to the City and go through the Project Review Committee (PRC), Planning and Zoning and City Commission process to obtain approval. Once the master development plan has been approved, all projects within the boundary of the master development plan only require PRC approval. Alteration of land, grading, mass grading and/or stormwater earthwork projects do not require a permit from the City. Mass grading and/or stormwater earthworks shall be defined as excavation and filling on the Project on a large scale over a large area to achieve final grades as established by the engineer of record and as approved by SWFWMD. Generating large quantities of soil via deep excavation and temporary stockpiling the material is an approved use. A copy of the SWFWMD permit shall be provided to the City once obtained. For improvement plans, site plans and plats which are included within an approved master plan, the Development Services Director or assignee shall have the option to review, approve and/or comment without going through the PRC process.

The City shall not review or comment on utilities that are not owned or maintained by the City. Dry utilities (i.e. power, phone, fiber, cable, gas, etc.) designs will be provided during the record drawing process. Building elevations are not required for Site Plan approval. Existing zoning, existing future land use, and soils maps will be provided during the master development plan submittal and will not be required to be submitted with each subdivision, Site Plan, amenity, roadway project, or final plat. The aerial and floodplain maps shall be submitted with every project.

2) Plan changes made to the approved Site Plan during construction shall be provided to the Development Services Director to be placed into the file of record. A modification to the permit will not be required, unless required by the Development Services Director.

3) Final Plat. Final plats shall meet all the requirements of F.S. Chapter 177 and shall be so certified by a Professional Surveyor and Mapper. The final plat shall be prepared on mylar using sheet sized 24 inches by 30 inches (24"x30") with a three-inch (3") margin on the left and one-inch (1") margin on the other three sides. Monuments for Permanent Reference Monuments (PRM's), Permanent Control Points (PCP's) and lot or tract corners shall be set in accordance with requirements of F.S. Chapter 177 with rebars and caps being acceptable for PRM's.

The plat shall be reviewed for conformity to F.S. Chapter 177 by a Professional Surveyor and Mapper either employed by the City or under contract to the City, and evidence of such review shall be placed on the plat. Field verification of any points or measurements shown on the plat will not be required for said review.

The following are not required to be submitted with the plat or shown on the plat:

- a) Driveway locations;
- b) Landscape Plans and Tree Surveys;
- c) Building Elevations;
- d) Stormwater/Drainage Calculations;
- e) Performance Bonds which may be addressed through the required CDD bonds;
- f) Maintenance Bonds which may be addressed through the required CDD bonds; and
- g) Preliminary Concurrency Determination.

4) The Engineer will provide Engineer's Certification of Completion, Material Testing Reports and Record Drawings to the City for approval. Record drawings will be provided by the Engineer to the City for approval prior to issuance of building permits. Once record drawings have been received or approved by the City, building permits may be issued by Sumter County. Landscaping, screen walls, entry signage, and fencing is not required to be completed to obtain record drawing approval. The record drawings shall include all plan changes during construction and the following certification on the submitted plans from the Engineer including signature and date:

"I hereby certify that the pavement, curbing, sidewalks, water, sewer, and storm drainage systems have been built in accordance with these "record" drawings. This certification is based on visual inspections. The record drawings are believed to be

correct to the best of the Engineer's knowledge and the accuracy of the information cannot be guaranteed."

Within (ninety) 90 days of approval of the final Record Drawing within a master plan phase by the City, the Engineer will provide Final As-Built plans for the entire master plan phase at one time, Final Clearance of Potable Water, and Sanitary Sewer Systems by FDEP. If applicable, the engineer of record shall provide a letter to the City certifying that the constructed stormwater ponds have adequate volume for the project(s) being certified complete. The Developer shall have perimeter walls and perimeter landscaping substantially complete except for where construction access is required or in areas where the buffer shall be installed with the home. Appropriate digital files of the final As-Built plans agreed upon by the parties will be provided to the City.

The water and sewer utility provider will review and sign off on FDEP Clearance forms for submittal. The Engineer will provide the utility provider Record Drawings, passing pressure test results, lift station start up results, Operations and Maintenance manuals, unexpired bacteriological laboratory test results, and the FDEP clearance form signed by all parties with the exception of the water and sewer utility provider. The utility clearance process shall not hold up or delay in any way the Record Drawing approval process. The potable water and sanitary sewer shall be cleared prior to the certification of occupancy of a given home.

5) All structures and site improvements must be permitted by the City pursuant to Site Plans submitted to and approved by the City. The Developer shall install and complete all required site improvements with documentation including record drawings prior to the City issuing a Certificate of Occupancy for any permitted structure. Partial clearance may be obtained when proof is provided to the City that life safety items have been completed for Certificate of Occupancy. Site Plan approval shall be based upon adherence of this Agreement.

a) Easement and/or tract widths for utilities not owned and maintained by the City shall be determined by the utility having ownership and maintenance responsibilities.

b) Stormwater ponds connected to an irrigation pumping/bleed-down system are not required to have six (6) inches of freeboard.

c) If the water and sewer utility system is not owned by the City, utility cost estimates and inspection fees are not required as part of Site Plan approval.

6) Environmental reports are to be submitted only at the time of a comprehensive plan amendment.

7) Stormwater calculations are not required to be approved by the City as long as a SWFWMD permit is obtained. The Developer's engineer shall submit stormwater conveyance system calculations for storm systems to be owned and maintained by the City.

8) The traffic study submitted with the rezoning application shall be sufficient for the duration of the Project.

9) A tree preservation and mitigation plan is not required. However, a note shall be on the plans stating that the landscaping and tree mitigation shall be on an aggregate basis and consistent with historical development within The Villages.

10) Community Development Districts. It is anticipated that the Property will include one or more community development districts (CDD's) created by the City pursuant to Chapter 190, F.S. It is understood and agreed between the Parties that any obligations or requirements placed on Owner may be transferred to one or more CDD's for implementation and operation, pursuant to the authority in Chapter 190.

11) The PRC may approve minor changes to the Design Standards in this Agreement if it determines the changes meet the criteria for variances in Section 3.12 of the LDRs or are appropriate for the waiver process. Such minor changes may be approved by the PRC with no amendment required to this Agreement.

12) Failure of the Agreement to address a particular permit condition, term or restriction shall not relieve VLC of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction.

13) The Project is exempt from the collection of the Recreation Impact Fee effective October 1, 2019.

14) Only those applications found in **EXHIBIT 9** are required for the Project. These applications are specific to this Agreement.

15) The Developer or Developer's applicant may request an additional PRC meeting be held if ten (10) days' notice is provided to the Development Services Director in which approval of the request should not be unreasonably withheld.

(B) Amendments

Any amendments to this Agreement must follow the same process as adoption of the original agreement and the requirements of the Florida Local Government Development Agreement Act (Sections 163.3220-163.3243, F.S.)

VI. GOVERNING LAWS AND POLICIES. This Agreement establishes the standards that apply to this Project and if there is any conflict between the Agreement and the City of Wildwood Land Development Regulations this Agreement shall prevail. Furthermore, for those provisions not in conflict with this Agreement, the City's LDR's and policies governing the Project at the time of execution of the Development Agreement shall govern the development of land for the duration of this Development Agreement. The local government may apply subsequently adopted laws and policies to the development subject to this Agreement, only if the local government has followed the procedures set forth in 163.3233.

VII. COMPREHENSIVE PLAN. Pursuant to the terms and conditions of this Agreement, the City finds that the development, as proposed in this Agreement, is consistent with its Comprehensive Plan and applicable LDR's. As each Site Plan is submitted the proposed development will be subject to comprehensive plan and land use development review and consistency.

VIII. PERIODIC REVIEW. The City shall review the Property at least once every twelve (12) months to determine if there has been demonstrated good faith compliance with the terms of this Agreement. If the City finds, on the basis of substantial competent evidence, that there has been a failure to comply with the terms of this Agreement, the Agreement may be revoked or modified by the City. Prior to taking such action, the City shall provide Owner with reasonable notice and an opportunity to demonstrate compliance with the Agreement and, in the event of failure to so demonstrate, remedy such noncompliance. Accordingly, if City staff believes Owner is not in compliance, it shall provide written notice and facts upon which the determination was made by either hand delivery to the Owner's office or by certified mail, return receipt requested. Such notice shall allow Owner to demonstrate compliance or seek to correct the non-compliance within forty-five (45) days, unless staff extends the time for good cause. If not resolved between Owner and staff within the deadline, an advertised public hearing shall be held before the City Commission within thirty (30) days or, if not possible, at the next available City Commission meeting after the initial thirty (30) days. At that public hearing, the City Commission shall make a determination of whether Owner is in compliance. If the determination is non-compliance, Owner shall be given a reasonable amount of time to remedy the non-compliance.

IX. DURATION. The duration of this Agreement shall be thirty (30) years but may be extended by mutual consent of the governing body and the Developer, subject to public hearings.

X. BINDING EFFECT. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to all successors in interest to the parties to this Agreement, whether by lease or purchase of a portion of the Property.

XI. GOVERNING LAW. This Agreement, and the rights and obligations of the Parties hereunder, shall be governed by, construed under and enforced in accordance with the laws of the State of Florida. Preparation of this Agreement has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against a party to the Agreement.

XII. SEVERABILITY. If any provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

XIII. EXHIBITS. Unless otherwise provided in this Agreement, all exhibits are incorporated herein by reference.

XIV. CAPTIONS FOR PARAGRAPH HEADINGS. Captions and paragraph headings contained in this Agreement are for convenience and reference only, and in no way define,

describe, extend or limit the scope or intent of this Agreement, nor the intent of any provision hereof.

XV. COUNTERPARTS. This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same instrument. Execution of this Agreement may be evidenced by transmission of facsimile or electronic pdf copies.

XVI. ASSIGNABILITY. This Agreement may be assigned by the Developer to a third party.

XVII. EFFECTIVE DATE. This Agreement is effective when fully executed by all Parties, a copy is filed with the City Clerk in the Official Records and the FLUM amendment re-designating the Property as ARD goes into effect.

XVIII. TERMINATION. This Agreement shall terminate in thirty (30) years from its effective date, unless extended, or may be terminated by mutual consent of the Parties.

XIX. AMENDMENTS. This Agreement may be extended or amended by mutual consent of the parties so long as the extensions and amendments meet the requirements of Sections 163.3220-163.3243, F. S. All amendments will be adopted as an amended and restated version and when an amendment goes into effect then all prior agreements shall be null and void.

XX. NO CONSENT OF PROPERTY OWNERS REQUIRED. For purposes of amending this Agreement, the sole applicant shall be the Villages Land Company, LLC. No other landowners within the Property may seek an amendment to this Agreement and no consent of the other property owners within the Property shall be required.

XXI. FURTHER ASSURANCES. Each of the Parties hereto agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties hereby declare their intention to cooperate with each other in effecting the terms of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.

XXII. NOTICES. Any notices or reports required by this Agreement shall be sent to the following:

For the City:

City Manager
City Hall
100 North Main Street
Wildwood, Florida 34785
With copy to:

City Attorney

City Hall
100 North Main Street
Wildwood, Florida 34785

For the Owner:

Brian Hudson, Esq.
Corporate Counsel
The Villages Land Company, LLC
3619 Kiessel Road
The Villages, Florida 32163

Martin L. Dzuro, Manager
The Villages Land Company, LLC
3619 Kiessel Road
The Villages, Florida 32163

XXIII. PUBLIC HEARINGS. This Agreement was approved by the City Commission after two properly noticed public hearings before the City Commission on_____, 2022 and _____, 2022.

XXIV. ATTORNEYS' FEES. In the event that it becomes necessary for any party to this Agreement to enforce its rights under the terms of this Agreement, then in that event, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, including all trial and appellate litigation.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Agreement as of the date set forth below.

WITNESSES:

THE VILLAGES LAND COMPANY, LLC,
a Florida limited liability company

(Witness Signature)

BY: TVL Company, LLC, a Florida limited liability company, its Manager

(Witness Printed Name)

By: _____
Print Name: _____
Title: Manager

Date: _____

(Witness Signature)

(Witness Printed Name)

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ on line notarization this ____ day of _____, 2022 by _____ as Manager of TVL Company, LLC, a Florida limited liability company, the Manager of The Villages Land Company, LLC, a Florida limited liability company, who is personally known to me or who has produced _____ as identification.

Notary Public

Name (typed, printed or stamped)

WILDWOOD CITY COMMISSION

By: _____
ED WOLF, MAYOR

ATTEST:

Date

SUSAN PATTERSON, CITY CLERK
Approved as to Form:

CITY ATTORNEY

LIST OF EXHIBITS

Exhibit 1	Area A Legal Description
Exhibit 2	Land Use Conversion Matrix
Exhibit 3	Area A Location Map
Exhibit 4	Permitted Uses
Exhibit 5	Reserved
Exhibit 6	Kimley-Horn & Associates Traffic Analysis
Exhibit 7	Utility Franchise Agreement
Exhibit 8	General Requirements and Design Criteria
Exhibit 9	VOSO Applications

EXHIBIT 1

AREA A LEGAL DESCRIPTION

VILLAGES OF SOUTHERN OAKS 9TH AMENDMENT
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TRACT 1:

THOSE PORTIONS OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 17, LYING SOUTH OF STATE ROAD 44; LESS RIGHT-OF-WAY FOR COUNTY ROAD 179;

AND LESS: THE EAST 420.00 FEET THEREOF;

TOGETHER WITH:

BEGIN 33.00 FEET EAST OF THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 17; THENCE SOUTH PARALLEL WITH THE WEST LINE THEREOF 600.83 FEET TO THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1922, PAGE 447, AS RECORDED IN THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE EAST ALONG THE SOUTH LINE THEREOF AND IT'S EASTERLY EXTENSION 462.68 FEET TO THE WEST LINE OF THAT LAND DESCRIBED IN OFFICIAL RECORDS BOOK 1659, PAGE 202, AS RECORDED IN THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE SOUTH ALONG SAID WEST LINE FOR 733.89 FEET TO THE SOUTH LINE OF THE SAID NORTHEAST 1/4; THENCE EAST ALONG SAID SOUTH LINE FOR 825.00 FEET TO THE SOUTHEAST CORNER OF THE SAID NORTHEAST 1/4; THENCE NORTH ALONG THE EAST LINE THEREOF 937.50 FEET; ; THENCE WEST PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST 1/4 FOR 420.00 FEET; THENCE NORTH ALONG THE WEST LINE OF THE EAST 420.00 FEET OF THE SAID NORTHEAST 1/4 FOR 397.50 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4; THENCE WEST ALONG THE SOUTH LINE THEREOF 867.84 FEET TO THE POINT OF BEGINNING.

AND:

TRACT 2:

THAT PORTION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 19 SOUTH, RANGE 23 EAST, IN SUMTER COUNTY FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16 RUN N00°19'52"E, ALONG THE WEST LINE THEREOF 44.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST LINE, N00°19'52"E, 213.28 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 44; THENCE ALONG SAID RIGHT-OF-WAY, S69°20'43"E, 356.93 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF FLAMINGO BOULEVARD (A/K/A WILLIAMSBURG LANE) AS SHOWN ON THE PLAT OF HEARTY HOST RESORT RECORDED IN PLAT BOOK 3, PAGE 57 IN THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY AND ALONG SAID WESTERLY RIGHT-OF-WAY, S50°29'07"W, 116.33 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 283.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 21°21'33", A DISTANCE OF 105.50 FEET TO A POINT THAT IS 200 FEET SOUTHWEST, BY PERPENDICULAR MEASUREMENT, OF SAID SOUTHWESTERLY RIGHT-OF-WAY OF STATE ROAD 44; THENCE DEPARTING SAID WESTERLY RIGHT-OF-

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WAY, N69°20'43"W, PARALLEL WITH SAID SOUTHWESTERLY RIGHT-OF-WAY A DISTANCE OF 190.58 FEET TO THE POINT OF BEGINNING.

AND:

TRACT 3:

THE NORTH 811.80 FEET OF THE EAST 1716.00 FEET OF THE NORTH 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

AND:

THAT PORTION OF THE EAST 858.00 FEET OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA LYING NORTH OF COUNTY ROAD 181, LESS THE NORTH 811.80 FEET THEREOF.

AND:

THAT PORTION OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA. LYING NORTH AND EAST OF FLORIDA'S TURNPIKE. LESS RIGHT OF WAY FOR COUNTY ROAD 181.

AND:

TRACT 4:

THAT PORTION OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

BEGIN AT THE EAST 1/4 SECTION CORNER OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 23 EAST, THENCE RUN S89°49'48"W ALONG THE SOUTH LINE OF THE NE 1/4 A DISTANCE OF 825.00 FEET, THENCE N0°01'08"W FOR 733.89 FEET; THENCE S89°47'45"W ALONG THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1922, PAGE 447 OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA FOR 462.68 FEET; THENCE N0°01'08"W 600.83 FEET ALONG THE WEST LINE THEREOF AND ITS NORTHERLY EXTENSION TO THE NORTH LINE OF THE SOUTH 1/2 OF THE NE 1/4; THENCE S89°47'45"W, ALONG SAID LINE 66.00 FEET TO THE NORTHERLY EXTENSION OF THE EAST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3027, PAGE 664, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE S0°01'08"E. ALONG SAID EXTENSION AND EAST LINE 630.00 FEET TO THE SOUTHEAST CORNER OF SAID LANDS; THENCE S89°47'45"W ALONG THE SOUTH LINE OF SAID LANDS AND ITS WESTERLY EXTENSION FOR 627.34 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE SW 1/4 OF THE NE 1/4; THENCE S0°01'41"E, 704.32 FEET TO THE NORTH LINE OF THE SE 1/4; THENCE S89°49'28"W ALONG SAID NORTH LINE 660.24 FEET TO THE NORTHWEST CORNER OF THE SE 1/4 OF SAID SECTION 17; THENCE ALONG THE WEST LINE THEREOF, S0°02'15"E, 2649.36 FEET TO THE SOUTHWEST CORNER OF SAID SE1/4; THENCE N89°55'38"E, 2619.98 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 17; THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 17, A DISTANCE OF 2648.05 FEET TO THE POINT OF BEGINNING.

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AND:

TRACT 5:

TRACT D, HEARTY HOST LAKE RESORT AS RECORDED IN PLAT BOOK 3, PAGES 57 AND 57A OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, LESS AND EXCEPT A 50.00 FOOT BY 100.00 FOOT STRIP ABUTTING THE SOUTH LINE OF LOT 20, BLOCK B OF SAID PLAT.

AND LESS AND EXCEPT ANY PORTIONS THEREOF, LYING WITHIN THE CITY OF WILDWOOD LIFT STATION PROPERTIES (LIFT STATION NO. 1 AND LIFT STATION NO. 2) AS DESCRIBED IN WARRANTY DEED AS RECORDED IN OFFICIAL RECORDS BOOK 1077, PAGE 151 OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

SAID PROPERTIES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(LIFT STATION NO.1)

COMMENCE AT THE SOUTHWEST CORNER OF TRACT D, HEARTY HOST LAKE RESORT, AS RECORDED IN PLAT BOOK 3, PAGES 57 AND 57A, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE N89°38'01"E, ALONG THE SOUTHERLY BOUNDARY LINE OF SAID TRACT D, A DISTANCE OF 158.08 FEET; TO THE POINT OF BEGINNING, SAID POINT BEING 1.0 FEET OUTSIDE OF A 4-FOOT TALL FIELD FENCE SURROUNDING LIFT STATION SITE AND IMPROVEMENTS; THENCE N09°29'23"W, PARALLEL TO SAID FENCE A DISTANCE OF 27.69 FEET; THENCE CONTINUE PARALLEL TO AND 1.0 FEET OUTSIDE OF THE PERIMETER FENCE THE FOLLOWING COURSES AND DISTANCES: N77°35'26"E, A DISTANCE OF 48.35 FEET; S21°59'07"E, A DISTANCE OF 49.47 FEET; S81°26'05"W, A DISTANCE OF 59.00 FEET; THENCE N09°29'23"W, A DISTANCE OF 17.20 FEET TO THE POINT OF BEGINNING.

AND:

(LIFT STATION NO. 2)

COMMENCE AT THE MOST WESTERLY CORNER OF LOT 13, BLOCK B, OF HEARTY HOST LAKE RESORT, AS RECORDED IN PLAT BOOK 3, PAGES 57 AND 57A, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE S53°17'26"W, ALONG A SOUTHWESTERLY PROJECTION OF THE NORTHWESTERLY BOUNDARY OF SAID LOT 13, A DISTANCE OF 8.51 FEET TO THE POINT OF BEGINNING, SAID POINT BEING 1.0 FEET OUTSIDE OF A 6-FOOT TALL PRIVACY FENCE SURROUNDING LIFT STATION SITE AND IMPROVEMENTS; THENCE S35°18'00"E, PARALLEL TO SAID FENCE A DISTANCE OF 5.78 FEET; THENCE CONTINUE PARALLEL TO AND 1.0 FEET OUTSIDE OF THE PERIMETER FENCE THE FOLLOWING COURSES AND DISTANCES; S55°05'17"W, A DISTANCE OF 18.33 FEET; N34°23'34"W, A DISTANCE OF 13.88 FEET; N53°11'59"E, A DISTANCE OF 18.11 FEET; THENCE S35°18'00"E, A DISTANCE OF 8.69 FEET TO THE POINT OF BEGINNING.

AND:

TRACT 6:

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY; LESS THE NORTH 400.00 FEET THEREOF;

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AND:

THAT PART OF THE EAST 1/2 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING NORTH AND EAST OF FLORIDA'S TURNPIKE, LESS AND EXCEPT LOTS 7, 8 AND 9, BLOCK R, WILDWOOD RANCH, A SUBDIVISION AS PER PLAT THEREOF FILED IN PLAT BOOK 3, PAGES 29A AND 29B, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; ALSO LESS AND EXCEPT THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 20, LYING NORTH AND EAST OF SAID FLORIDA'S TURNPIKE.

AND:

THAT PORTION OF THE NORTH 3/4 OF THE WEST 1/2 OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING WESTERLY OF LAKE OKAHUMPKA.

AND:

THE SOUTH 1/2 OF THE SOUTH 1/2 AND NORTHWEST 1/4 OF THE SOUTHEAST 1/4, LYING SOUTH OF LAKE OKAHUMPKA, LESS RIGHT-OF-WAY FOR FLORIDA'S TURNPIKE IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

AND

TRACT 7:

THAT LAND LYING IN SECTION 20, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 20, BEING THE POINT OF COMMENCEMENT, RUN ALONG THE EAST LINE THEREOF THE FOLLOWING TWO COURSES: N00°07'23"E, 46.67 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N00°07'23"E, 1,871.16 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY OF FLORIDA'S TURNPIKE; THENCE DEPARTING SAID EAST LINE AND ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY THE FOLLOWING TWO COURSES: N42°56'27"W, 3,013.33 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 5,579.58 FEET; THENCE NORTHWESTERLY ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 07°56'12", A DISTANCE OF 772.89 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY AND ALONG SAID EAST LINE, S00°09'41"W, 661.41 FEET TO THE NORTH LINE OF SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE DEPARTING SAID EAST LINE AND ALONG SAID NORTH LINE, N89°53'07"W, 1,322.23 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE DEPARTING SAID NORTH LINE AND ALONG THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4, S00°10'33"W, 654.20 FEET TO THE NORTHERLY RIGHT-OF-WAY OF LOIS AVENUE, AS SHOWN ON WILDWOOD RANCH, AS RECORDED IN PLAT BOOK 3, PAGES 29A THROUGH 29B, INCLUSIVE, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE ALONG THE FOLLOWING COURSES AS SHOWN ON SAID PLAT: THENCE DEPARTING SAID WEST LINE AND ALONG SAID NORTHERLY RIGHT-OF-WAY, S89°39'15"E, 353.50 FEET TO THE NORTHERLY EXTENSION OF THE EASTERLY RIGHT-OF-WAY OF LEE STREET; THENCE DEPARTING SAID RIGHT-OF-WAY, S00°21'17"W, ALONG THE EASTERLY RIGHT-OF-WAY OF LEE STREET

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AND THE NORTHERLY EXTENSION THEREOF, A DISTANCE OF 178.54 FEET TO THE SOUTHWEST CORNER OF LOT 2, BLOCK P; THENCE DEPARTING THE EASTERLY RIGHT-OF-WAY OF LEE STREET AND ALONG THE BOUNDARY OF SAID LOT 2 THE FOLLOWING COURSES: S89°39'16"E, 580.03 FEET; THENCE N00°21'57"E, 178.54 FEET TO THE NORTHERLY RIGHT-OF-WAY OF LOIS AVENUE; THENCE DEPARTING THE BOUNDARY OF SAID LOT 2 AND ALONG SAID NORTHERLY RIGHT-OF-WAY, S89°39'16"E, 515.91 FEET TO THE NORTHERLY EXTENSION OF THE WESTERLY BOUNDARY OF LOT 13, BLOCK N; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY, S00°22'04"W, ALONG SAID NORTHERLY EXTENSION AND WESTERLY BOUNDARY A DISTANCE OF 666.78 FEET TO THE NORTHEAST CORNER OF LOT 3, BLOCK N; THENCE ALONG THE BOUNDARY OF LOTS 3 AND 4, BLOCK N, THE FOLLOWING COURSES: N89°39'51"W, 155.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE S00°22'04"W, 611.77 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE S89°35'38"E, 310.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4; THENCE N00°22'04"E, 612.15 FEET TO THE NORTHEAST CORNER OF SAID LOT 4; THENCE DEPARTING THE BOUNDARY OF SAID LOTS 3 AND 4, ALONG THE SOUTHERLY BOUNDARY OF LOTS 9 THROUGH 12, BLOCK N, AND THE EASTERLY EXTENSION THEREOF, S89°39'51"E, 689.50 FEET TO THE EASTERLY RIGHT-OF-WAY OF JUANITA STREET; THENCE DEPARTING SAID EASTERLY EXTENSION AND ALONG SAID EASTERLY RIGHT-OF-WAY, S00°19'38"W, 662.84 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF LOT 4, BLOCK M; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY AND ALONG SAID NORTHERLY BOUNDARY, S89°37'33"E, 345.89 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 20; THENCE DEPARTING SAID NORTH LINE AND ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, S00°05'42"W, 661.44 FEET TO THE SOUTHWEST CORNER THEREOF AND THE NORTHEAST CORNER OF LOT 20, BLOCK H; THENCE DEPARTING SAID WEST LINE AND ALONG THE NORTHERLY BOUNDARY OF SAID LOT 20, N89°41'39"W, 643.47 FEET TO THE EASTERLY RIGHT-OF-WAY OF WILDWOOD STREET; THENCE DEPARTING SAID NORTHERLY BOUNDARY AND ALONG SAID EASTERLY RIGHT-OF-WAY, S00°21'08"W, 1,310.74 FEET TO THE SOUTHWEST CORNER OF LOT 13, BLOCK H; THENCE ALONG THE SOUTHERLY BOUNDARY OF LOTS 13 AND 30, BLOCK H, S89°38'50"E, 1,260.27 FEET TO THE SOUTHEAST CORNER OF SAID LOT 30 AND THE WESTERLY RIGHT-OF-WAY OF MEDINA STREET; THENCE DEPARTING SAID SOUTHERLY BOUNDARY AND ALONG SAID RIGHT-OF-WAY, N00°21'42"E, 35.24 FEET TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 13, BLOCK G; THENCE DEPARTING SAID RIGHT-OF-WAY AND ALONG SAID WESTERLY EXTENSION AND THE SOUTH BOUNDARY OF SAID LOT 13, BLOCK G, S89°35'54"E, 699.28 FEET TO THE POINT OF BEGINNING.

AND:

TRACT 8:

THAT LAND LYING IN SECTION 29, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 29, BEING THE POINT OF COMMENCEMENT, RUN ALONG THE EAST LINE THEREOF THE FOLLOWING TWO COURSES: S00°19'55"W, 448.33 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S00°19'55"W, 2,210.14 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 29; THENCE ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 29, S00°20'02"W, 2,516.37 FEET TO THE NORTHERLY RIGHT-OF-WAY OF C-468; THENCE

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DEPARTING SAID EAST LINE AND ALONG SAID RIGHT-OF-WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 2791, PAGE 736 AND OFFICIAL RECORDS BOOK 871, PAGE 387, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, THE FOLLOWING COURSES: N89°43'13"W, 115.87 FEET; THENCE S88°50'55"W, 747.68 FEET; THENCE N89°09'24"W, 209.10 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 5,794.58 FEET; THENCE WESTERLY ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 02°29'41", A DISTANCE OF 252.30 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4; THENCE DEPARTING SAID RIGHT-OF-WAY AND ALONG SAID EAST LINE, N00°29'26"E, 1,377.15 FEET TO THE SOUTHEAST CORNER OF LOT 13, BLOCK F, AS SHOWN ON WILDWOOD RANCH, AS RECORDED IN PLAT BOOK 3, PAGES 29A THROUGH 29B, INCLUSIVE, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE ALONG THE FOLLOWING COURSES AS SHOWN ON SAID PLAT: N89°38'52"W, ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 13 A DISTANCE OF 639.93 FEET TO THE EASTERLY RIGHT-OF-WAY OF WILDWOOD STREET; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY, N00°21'01"E, 3,501.12 FEET TO THE NORTHWESTERLY CORNER OF LOT 10, BLOCK H; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY, S89°39'22"E, ALONG THE NORTHERLY BOUNDARY OF LOT 10, BLOCK H AND LOT 33, BLOCK H, A DISTANCE OF 1,260.08 FEET TO THE WESTERLY RIGHT-OF-WAY OF MEDINA STREET; THENCE DEPARTING SAID NORTHERLY BOUNDARY AND ALONG SAID WESTERLY RIGHT-OF-WAY, S00°21'42"W, 130.36 FEET TO THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 9, BLOCK G; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY, S89°37'28"E, ALONG SAID WESTERLY EXTENSION AND THE NORTHERLY BOUNDARY OF SAID LOT 9, 699.71 FEET TO THE POINT OF BEGINNING.

AND:

TRACT 9:

ALL OF SECTION 28, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS RIGHT-OF-WAY FOR FLORIDA'S TURNPIKE; AND LESS RIGHT-OF-WAY FOR COUNTY ROAD 468.

AND:

TRACT 10:

THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY FLORIDA.

AND:

THE SOUTH 1/2 OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS RIGHT-OF-WAYS FOR FLORIDA'S TURNPIKE AND COUNTY ROAD 468 AND LESS ANY PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1077, PAGE 294, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

AND:

TRACT 11:

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THE NORTH 3/4 OF THE EAST 1/2 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; LESS RIGHT-OF-WAY FOR COUNTY ROAD 501 AND LESS RIGHT-OF-WAY FOR COUNTY ROAD 468;

AND:

THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA AND THE NORTH 30.00 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 33; LESS THAT PORTION OF THE EAST 35.75 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, LYING SOUTH OF THE NORTH 208.71 FEET THEREOF, ALSO LESS RIGHT-OF-WAY FOR COUNTY ROAD 501.

AND:

TRACT 12:

ALL OF SECTION 34, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS RIGHT-OF-WAY FOR FLORIDA'S TURNPIKE, AND LESS RIGHT OF WAY FOR COUNTY ROAD 468 AND LESS RIGHT-OF-WAY FOR COUNTY ROAD 501. LESS THAT PORTION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 LYING SOUTH OF FLORIDA'S TURNPIKE.

AND:

TRACT 13A:

THAT PORTION OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 23, RUN N89°40'42"W, ALONG THE SOUTH LINE THEREOF A DISTANCE OF 997.25 FEET TO A POINT ON THE EAST LINE OF THE WEST 1000 FEET OF THE EAST 3/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 23; THENCE DEPARTING SAID SOUTH LINE, N00°16'48"E, 139.00 FEET TO THE POINT OF BEGINNING; THENCE N89°40'42"W, PARALLEL WITH SAID SOUTH LINE, 1,000.00 FEET; THENCE DEPARTING SAID PARALLEL LINE, N00°16'48"E, 517.16 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF STATE ROAD NO. 44 AND A POINT ON THE ARC OF A CURVE, SAID ARC HAVING A RADIUS OF 2423.83 FEET, CONCAVE TO THE NORTH AND WHOSE RADIUS POINT BEARS NORTH 06°19'58" EAST; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING ELEVEN (11) COURSES AND DISTANCES: 1) THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°48'25" AN ARC DISTANCE OF 626.40 FEET TO A POINT OF TANGENCY; 2) THENCE RUN NORTH 81°31'33" EAST, A DISTANCE OF 547.46 FEET; 3) THENCE RUN SOUTH 08°28'27" EAST, A DISTANCE OF 183.21 FEET; 4) THENCE RUN SOUTH 66°38'54" EAST, A DISTANCE OF 90.62 FEET; 5) THENCE RUN SOUTH 58°22'24" EAST, A DISTANCE OF 173.88 FEET; 6) THENCE RUN NORTH 66°50'21" EAST, A DISTANCE OF 256.38 FEET; 7) THENCE RUN NORTH 08°28'27" WEST, A DISTANCE OF 278.00 FEET; 8) THENCE RUN NORTH 81°31'33" EAST, A DISTANCE OF 723.51 FEET TO A POINT OF CURVATURE OF A 2732.78 FOOT RADIUS CURVE CONCAVE TO THE SOUTH; 9) THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°48'56" AN ARC DISTANCE OF 468.17 FEET; 10) THENCE RUN SOUTH 18°37'48" WEST, A DISTANCE OF 135.19 FEET; 11) THENCE RUN SOUTH 62°40'42"

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EAST, A DISTANCE OF 301.86 FEET TO A POINT ON THE FORMER WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 468 AND A POINT ON THE NORTHWESTERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1766, PAGE 516 AND RE-RECORDED IN OFFICIAL RECORDS BOOK 1784, PAGE 619, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA); THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, RUN ALONG THE NORTHWESTERLY LINE OF THE LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 1766, PAGE 516 AND OFFICIAL RECORDS BOOK 1784, PAGE 619 THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE RUN NORTH 59°14'07" EAST, A DISTANCE OF 50.74 FEET; 2) THENCE RUN NORTH 18°40'04" EAST, A DISTANCE OF 190.28 FEET TO A POINT ON THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 44; THENCE DEPARTING SAID NORTHWESTERLY LINE, RUN ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 81°01'49" EAST, A DISTANCE OF 137.94 FEET; 2) THENCE RUN NORTH 77°18'48" EAST, A DISTANCE OF 88.06 FEET; 3) THENCE RUN SOUTH 81°01'49" EAST, A DISTANCE OF 31.32 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 468; THENCE S25°48'03"E, 121.61 FEET MORE OR LESS TO THE EASTERLY BOUNDARY OF PARCEL G AS DESCRIBED IN OFFICIAL RECORDS BOOK 3361, PAGE 402, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY THEREOF THE FOLLOWING THREE COURSES; THENCE S29°25'38"W, 419.26 FEET; THENCE S60°34'22"E, 12.00 FEET; THENCE S29°25'38"W, 966.13 FEET TO A POINT ON THE BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3438, PAGE 127, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA AND A POINT ON THE ARC OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 605.30 FEET AND A CHORD BEARING AND DISTANCE OF N50°56'19"W, 159.95 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY AND ALONG SAID BOUNDARY THE FOLLOWING COURSES: NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 15°11'07", A DISTANCE OF 160.42 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 416.45 FEET AND A CHORD BEARING AND DISTANCE OF N25°26'24"W, 116.71 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°06'37", A DISTANCE OF 117.10 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 330.93 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 36°31'46", A DISTANCE OF 210.99 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 572.69 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°24'59", A DISTANCE OF 144.10 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 944.63 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°18'46", A DISTANCE OF 203.00 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 223.89 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°52'15", A DISTANCE OF 112.82 FEET; THENCE N27°00'57"W, 67.60 FEET; THENCE N21°19'28"W, 145.92 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 280.00 FEET; THENCE NORTHERLY ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 12°52'52", A DISTANCE OF 62.95 FEET; THENCE N08°26'35"W, 45.35 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 39.27 FEET; THENCE S81°33'25"W, 232.81 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND

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HAVING A RADIUS OF 220.00 FEET; THENCE WESTERLY ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 13°38'27", A DISTANCE OF 52.38 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 280.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°44'27", A DISTANCE OF 23.17 FEET; THENCE S72°39'24"W, 191.71 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 288.13 FEET AND A CHORD BEARING AND DISTANCE OF S89°39'01"W, 169.66 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 34°14'40", A DISTANCE OF 172.21 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 90.83 FEET AND A CHORD BEARING AND DISTANCE OF S79°46'29"W, 101.16 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 67°40'40", A DISTANCE OF 107.29 FEET; THENCE S40°18'40"W, 316.94 FEET TO THE POINT OF BEGINNING.

AND:

TRACT 13B:

A PORTION OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A RAILROAD SPIKE (NO IDENTIFICATION) MARKING THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE RUN SOUTH 89°32'28" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 23, A DISTANCE OF 1666.68 FEET TO A POINT ON THE EAST LINE OF THE WEST 1000 FEET OF THE EAST 3/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 23; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°11'52" EAST, A DISTANCE OF 12.60 FEET TO A 5/8" IRON ROD AND CAP (STAMPED PLS 2673) AND A POINT ON THE NORTH LINE OF UNIT 2 OF CONTINENTAL CAMPER RESORTS, INC. AS PER PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGES 52 THROUGH 52H, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°58'28" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 914.12 FEET TO A 5/8" IRON ROD AND CAP (STAMPED PLS 2673) AND A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 468 (A 130.00 FOOT WIDE PUBLIC RIGHT-OF-WAY); THENCE DEPARTING SAID NORTH LINE, RUN NORTH 18°39'57" EAST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 222.92 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, RUN NORTH 70°07'08" WEST, A DISTANCE OF 279.72 FEET; THENCE RUN NORTH 53°55'59" WEST, A DISTANCE OF 173.89 FEET; THENCE RUN NORTH 53°34'31" EAST, A DISTANCE OF 241.78 FEET; THENCE RUN NORTH 11°03'18" WEST, A DISTANCE OF 257.34 FEET; THENCE RUN NORTH 45°33'02" EAST, A DISTANCE OF 20.69 FEET; THENCE RUN NORTH 73°23'56" EAST, A DISTANCE OF 35.92 FEET; THENCE RUN NORTH 73°20'46" EAST, A DISTANCE OF 269.93 FEET; THENCE RUN SOUTH 05°34'11" EAST, A DISTANCE OF 339.58 FEET; THENCE RUN SOUTH 06°31'03" WEST, A DISTANCE OF 173.40 FEET TO A POINT ON THE AFORESAID NORTHWESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 468; THENCE RUN SOUTH 18°39'57" WEST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 195.79 FEET TO THE POINT OF BEGINNING.

AND

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TRACT 13C:

A PORTION OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A RAILROAD SPIKE (NO IDENTIFICATION) MARKING THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE RUN SOUTH 89°32'28" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 23, A DISTANCE OF 1666.68 FEET TO A POINT ON THE EAST LINE OF THE WEST 1000 FEET OF THE EAST 3/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 23; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°11'52" EAST ALONG SAID EAST LINE, A DISTANCE OF 12.60 FEET TO A 5/8" IRON ROD AND CAP (STAMPED PLS 2673) AND A POINT ON THE NORTH LINE OF UNIT 2 OF CONTINENTAL CAMPER RESORTS, INC. AS PER PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGES 52 THROUGH 52H, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°58'28" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 307.45 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 02°12'21" WEST, A DISTANCE OF 83.53 FEET; THENCE RUN NORTH 74°17'14" EAST, A DISTANCE OF 9.30 FEET; THENCE RUN NORTH 58°47'30" EAST, A DISTANCE OF 38.88 FEET; THENCE RUN NORTH 37°35'18" EAST, A DISTANCE OF 34.84 FEET; THENCE RUN NORTH 21°04'32" WEST, A DISTANCE OF 56.05 FEET; THENCE RUN NORTH 70°48'08" WEST, A DISTANCE OF 44.60 FEET; THENCE RUN SOUTH 72°47'47" WEST, A DISTANCE OF 34.12 FEET; THENCE RUN NORTH 56°59'10" WEST, A DISTANCE OF 91.41 FEET; THENCE RUN NORTH 15°45'28" EAST, A DISTANCE OF 72.90 FEET; THENCE RUN NORTH 01°01'48" EAST, A DISTANCE OF 26.06 FEET; THENCE RUN SOUTH 87°07'30" WEST, A DISTANCE OF 7.87 FEET, THENCE RUN NORTH 06°53'54" EAST, A DISTANCE OF 21.12 FEET; THENCE RUN NORTH 34°55'43" EAST, A DISTANCE OF 39.35 FEET; THENCE RUN NORTH 49°26'51" EAST, A DISTANCE OF 73.44 FEET; THENCE RUN NORTH 63°33'41" EAST, A DISTANCE OF 37.47 FEET; THENCE RUN NORTH 47°56'38" EAST, A DISTANCE OF 42.38 FEET; THENCE RUN NORTH 39°17'51" EAST, A DISTANCE OF 23.67 FEET; THENCE RUN SOUTH 52°41'41" EAST, A DISTANCE OF 26.37 FEET; THENCE RUN SOUTH 60°21'28" EAST, A DISTANCE OF 13.40 FEET; THENCE RUN SOUTH 18°06'12" EAST, A DISTANCE OF 32.70 FEET; THENCE RUN SOUTH 59°36'55" EAST, A DISTANCE OF 55.66 FEET; THENCE RUN NORTH 81°43'00" EAST, A DISTANCE OF 52.63 FEET; THENCE RUN SOUTH 49°25'02" EAST, A DISTANCE OF 32.51 FEET; THENCE RUN SOUTH 60°20'24" EAST, A DISTANCE OF 41.47 FEET; THENCE RUN SOUTH 78°56'47" EAST, A DISTANCE OF 57.68 FEET; THENCE RUN SOUTH 53°55'59" EAST, A DISTANCE OF 114.77 FEET; THENCE RUN SOUTH 70°07'08" EAST, A DISTANCE OF 279.72 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 468 (A 130.00 FOOT WIDE PUBLIC RIGHT-OF-WAY); THENCE RUN SOUTH 18°39'57" WEST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 45.08 FEET; THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, RUN SOUTH 82°37'28" WEST, A DISTANCE OF 40.69 FEET; THENCE RUN NORTH 85°48'06" WEST, A DISTANCE OF 10.48 FEET; THENCE RUN NORTH 62°09'24" WEST, A DISTANCE OF 38.81 FEET; THENCE RUN NORTH 65°03'49" WEST, A DISTANCE OF 37.01 FEET; THENCE RUN NORTH 81°36'47" WEST, A DISTANCE OF 42.91 FEET; THENCE RUN SOUTH 11°30'36" WEST, A DISTANCE OF 10.49 FEET; THENCE RUN SOUTH 84°00'50" WEST, A DISTANCE OF 34.92 FEET; THENCE RUN SOUTH 74°20'43" WEST, A DISTANCE OF 42.59 FEET; THENCE RUN SOUTH 75°39'30" WEST, A DISTANCE OF 38.43 FEET; THENCE RUN SOUTH 85°32'14" WEST, A DISTANCE OF 36.25 FEET; THENCE RUN SOUTH 75°55'40" WEST, A DISTANCE OF 30.73 FEET; THENCE RUN SOUTH 63°06'53" WEST, A DISTANCE OF 53.78 FEET; THENCE RUN SOUTH 26°58'44" WEST, A DISTANCE OF 37.58 FEET; THENCE RUN

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SOUTH 19°22'35" WEST, A DISTANCE OF 47.72 FEET; THENCE RUN SOUTH 12°37'06" WEST, A DISTANCE OF 57.19 FEET TO A POINT ON THE AFORESAID NORTH LINE OF UNIT 2 OF CONTINENTAL CAMPER RESORTS, INC.; THENCE RUN NORTH 89°58'28" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 228.11 FEET TO THE POINT OF BEGINNING.

AND

TRACT 14:

THAT PORTION OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING EAST OF COUNTY ROAD C-468 AND SOUTH OF STATE ROAD 44.

AND:

THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING SOUTH OF STATE ROAD NO. 44.

AND:

ALL OF SECTION 25, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS THE NORTH 1/2 OF THE NORTHEAST 1/4 AND LESS THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION.

AND:

THAT PORTION OF SECTION 26, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING EASTERLY AND SOUTHERLY OF COUNTY ROAD C-468, LESS THOSE LANDS VESTED IN GRACE TABERNACLE OF WORSHIP, INC. ALSO BEING DESCRIBED AS:

THE EAST 436.00 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION, LYING SOUTH OF COUNTY ROAD C-468

AND:

THOSE PORTIONS OF SECTIONS 35 AND 36, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING NORTH OF FLORIDA'S TURNPIKE.

AND:

THOSE PORTIONS OF SECTIONS 1 AND 2, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING NORTH OF FLORIDA'S TURNPIKE.

LESS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 23 EAST IN SUMTER COUNTY, FLORIDA; THENCE RUN S00°40'20"W, ALONG THE EAST BOUNDARY OF SAID SECTION 1, A DISTANCE OF 1740.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S00°40'20"W, ALONG SAID EAST BOUNDARY OF SECTION 1, A DISTANCE OF 1057.86 FEET TO THE EAST ¼ CORNER OF SAID SECTION 1; THENCE S00°44'45"W, ALONG SAID EAST BOUNDARY OF SECTION 1, A DISTANCE OF 2487.49 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE, AS RECORDED ON

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FLORIDA STATE TURNPIKE AUTHORITY RIGHT OF WAY MAP PROJECT NO. 2, SECTION 14; THENCE RUN ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES: (1) N42°21'30"W, A DISTANCE OF 505.19 FEET TO A CURVE THAT IS CONCAVE TO THE SOUTHWEST; (2) THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 1498.35 FEET (SAID CURVE HAVING A RADIUS OF 5879.58 FEET, A CENTRAL ANGLE OF 14°36'04" AND A CHORD BEARING AND DISTANCE OF N49°46'20"W, 1494.30 FEET); (3) THENCE N57°03'06"W, A DISTANCE OF 287.77 FEET TO A POINT ON THE WEST LINE OF A 100 FOOT FLORIDA POWER EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1758, PAGE 342, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE N02°21'09"W, ALONG SAID WEST EASEMENT LINE, A DISTANCE OF 337.71 FEET; THENCE N00°39'29"E, ALONG SAID WEST EASEMENT LINE, A DISTANCE OF 1724.92 FEET; THENCE S89°36'07"E, A DISTANCE OF 1733.89 FEET RETURNING TO THE POINT OF BEGINNING.

AND:

TRACT 15:

THAT PORTION OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 23 EAST, LYING SOUTH OF THE TURNPIKE, SUMTER COUNTY, FLORIDA.

AND:

THAT PORTION OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 23 EAST, LYING SOUTH OF THE TURNPIKE, SUMTER COUNTY, FLORIDA.

AND:

THAT PORTION OF SECTION 2, TOWNSHIP 20 SOUTH, RANGE 23 EAST, LYING SOUTH OF THE TURNPIKE, SUMTER COUNTY, FLORIDA.

AND:

THAT PORTION OF SECTION 3, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS THAT PART OF THE WEST 1/2 LYING SOUTH AND WEST OF COUNTY ROAD CR-501.

AND LESS:

THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2150, PAGE 462, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA AND THAT PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 497, PAGE 736, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, LYING EAST OF THE EASTERLY RIGHT-OF-WAY FOR COUNTY ROAD CR-501; ALL LYING IN SECTION 3, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 3 RUN S33°52'42"E, 202.27 FEET (THE WEST BOUNDARY OF SAID SOUTHWEST 1/4 HAVING A BEARING OF S00°08'13"E); THENCE N66°56'13"E, 149.48 FEET TO THE EASTERLY RIGHT-OF-WAY OF COUNTY ROAD CR-501 AND THE POINT OF BEGINNING; THENCE CONTINUE N66°56'13"E, 415.12 FEET; THENCE S23°03'47"E, 396.69 FEET; THENCE S66°56'13"W, 414.82 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY OF COUNTY ROAD CR-501 AND A POINT ON THE ARC OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2,920.00

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FEET AND A CHORD BEARING AND DISTANCE OF N23°06'23"W, 396.69 FEET; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY, THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°47'23", A DISTANCE OF 397.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

THE EAST 1/2 OF THE EAST 1/2 AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THAT PART OF THE WEST 1/2 OF SECTION 10, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING NORTH AND EAST OF COUNTY ROAD CR-501.

TOGETHER WITH:

ALL OF SECTION 11, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS COUNTY ROAD CR-470 RIGHT-OF-WAY.

TOGETHER WITH:

ALL OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS COUNTY ROAD CR-470 RIGHT-OF-WAY AND LESS RIGHT-OF-WAY FOR FLORIDA'S TURNPIKE..

AND:

TRACT 16:

A PORTION OF LAND LYING IN SECTION 31, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SECTION 6, TOWNSHIP 20 SOUTH, RANGE 23 EAST, AND SECTION 1, TOWNSHIP 20 SOUTH, RANGE 22 EAST, SUMTER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE WEST 1/4 CORNER OF SAID SECTION 31; THENCE RUN SOUTH 89°42'48" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1329.49 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°22'44" WEST, ALONG THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1993.38 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°45'13" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 665.79 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°20'56" WEST, ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 664.30 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°46'01" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 361.14; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 30°52'18" WEST, 601.81 FEET, MORE OR LESS, TO THE POINT OF INTERSECTION OF THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 6, AND THE THREAD (CENTERLINE) OF SHADY BROOK; THENCE RUN SOUTHWESTERLY ALONG SAID THREAD (CENTERLINE) OF SHADY BROOK THE FOLLOWING TWENTY (20) COURSES AND DISTANCES: 1) THENCE RUN SOUTH

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30°39'11" WEST, A DISTANCE OF 206.13 FEET; 2) THENCE RUN SOUTH 36°48'33" WEST, A DISTANCE OF 143.00 FEET; 3) THENCE RUN SOUTH 34°04'51" WEST, A DISTANCE OF 43.09 FEET; 4) THENCE RUN SOUTH 63°06'48" WEST, A DISTANCE OF 108.78 FEET; 5) THENCE RUN SOUTH 72°59'03" WEST, A DISTANCE OF 51.27 FEET; 6) THENCE RUN SOUTH 80°53'56" WEST, A DISTANCE OF 47.52 FEET; 7) THENCE RUN SOUTH 86°58'55" WEST, A DISTANCE OF 99.28 FEET; 8) THENCE RUN SOUTH 63°14'45" WEST, A DISTANCE OF 238.03 FEET; 9) THENCE RUN SOUTH 64°37'12" WEST, A DISTANCE OF 183.19 FEET; 10) THENCE RUN SOUTH 54°17'50" WEST, A DISTANCE OF 178.15 FEET; 11) THENCE RUN SOUTH 36°57'57" WEST, A DISTANCE OF 104.22 FEET; 12) THENCE RUN SOUTH 64°03'19" WEST, A DISTANCE OF 91.46 FEET; 13) THENCE RUN SOUTH 79°02'43" WEST, A DISTANCE OF 121.33 FEET; 13) THENCE RUN SOUTH 49°27'14" WEST, A DISTANCE OF 52.20 FEET; 14) THENCE RUN SOUTH 34°24'56" WEST, A DISTANCE OF 39.92 FEET; 15) THENCE RUN SOUTH 59°44'16" WEST, A DISTANCE OF 154.04 FEET; 16) THENCE RUN SOUTH 30°49'44" WEST, A DISTANCE OF 144.25 FEET; 17) THENCE RUN NORTH 87°27'56" WEST, A DISTANCE OF 58.62 FEET; 18) THENCE RUN SOUTH 85°40'21" WEST, A DISTANCE OF 48.94 FEET; 19) THENCE RUN SOUTH 18°42'44" EAST, A DISTANCE OF 63.68 FEET; 20) THENCE RUN SOUTH 14°30'36" WEST, A DISTANCE OF 130.54 FEET; THENCE DEPARTING SAID THREAD (CENTERLINE) OF SHADY BROOK, RUN NORTH 83°38'24" WEST, A DISTANCE OF 421.03 FEET, MORE OR LESS; THENCE RUN SOUTH 82°17'56" WEST, A DISTANCE OF 330.46 FEET; THENCE RUN NORTH 32°32'27" WEST, A DISTANCE OF 828.14 FEET; THENCE RUN NORTH 54°21'38" EAST, A DISTANCE OF 318.72 FEET; THENCE RUN NORTH 31°28'06" EAST, A DISTANCE OF 320.37 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 1; THENCE RUN SOUTH 89°46'19" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 1114.38 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 1; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°25'16" EAST, ALONG THE EAST LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 1, A DISTANCE OF 664.79 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 31; THENCE RUN NORTH 00°26'21" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 2659.09 FEET TO THE POINT OF BEGINNING.

AND:

TRACT 17:

THAT PORTION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING SOUTH AND WEST OF FLORIDA'S TURNPIKE.

AND:

THAT PORTION OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING SOUTH AND WEST OF FLORIDA'S TURNPIKE; AND LYING EAST OF THE RIGHT-OF-WAY FOR U.S. HIGHWAY 301.

AND:

THAT PORTION OF THE NORTH 3/4 OF THE EAST 1/2 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING EAST OF THE RIGHT-OF-WAY FOR U.S. HIGHWAY 301; LESS ANY PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1093, PAGE 201, PUBLIC RECORDS OF

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SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4; RUN SOUTH 1320.00 FEET; EAST 90 FEET; NORTHEASTERLY 644.11 FEET, NORTHEASTERLY 729.29 FEET; WEST 419.17 FEET TO THE POINT OF BEGINNING.

AND:

THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING SOUTHWESTERLY OF FLORIDA'S TURNPIKE.

LESS:

ANY PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 80, PAGE 329, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE S89°54'08"E, ALONG THE NORTH LINE THEREOF, 338.16 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY OF FLORIDA'S TURNPIKE; THENCE DEPARTING SAID NORTH LINE AND ALONG SAID RIGHT-OF-WAY, S56°58'48"E, 258.62 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY, S33°01'12"W, 200.00 FEET; THENCE N56°58'48"W, 532.03 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE ALONG SAID WEST LINE, N00°13'51"E, 19.28 FEET TO THE POINT OF BEGINNING.

AND TOGETHER WITH:

THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

AND

TRACT 18:

PARCEL 1:

THE WEST 434 FEET OF THAT PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 23 EAST, LYING NORTH OF THE SUNSHINE PARKWAY IN SUMTER COUNTY, FLORIDA; TOGETHER WITH A PROPER 50 FOOT ROAD EASEMENT OVER AND ACROSS THAT PART OF SAID PROPERTY LYING IMMEDIATELY NORTHERLY OF AND PARALLEL TO THE SUNSHINE PARKWAY, NOT INCLUDING THE 50 FOOT RIGHT OF WAY EASEMENT FOR COUNTY ROAD #181. ALSO DESCRIBED AS: THE WEST 434 FEET OF LOT 10, BLOCK Q, WILDWOOD RANCH, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGES 29A AND 29B, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

LESS AND EXCEPT THAT PORTION DESCRIBED IN O.R. BOOK 360, PAGE 785, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA

PARCEL 2:

THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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FROM THE NORTHWEST CORNER OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4, RUN NORTH 89°43'27" EAST, ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4, A DISTANCE OF 434.00 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND. FROM SAID POINT OF BEGINNING, CONTINUE NORTH 89°43'27" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 676 FEET, TO A POINT THAT IS SOUTH 89°43'27" WEST AND 200.0 FEET FROM THE NORTHEAST CORNER OF THE AFORESAID NORTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE SOUTH 09°32'27" WEST, 672.47 FEET; THENCE SOUTH 74°24'25" WEST, 440.63 FEET, TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY OF THE SUNSHINE STATE PARKWAY, SAID POINT BEING ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 5879.58 FEET; THENCE FROM A RADIAL BEARING OF SOUTH 43°43'40" WEST, RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°49'27" AN ARC DISTANCE OF 187.20 FEET, TO A POINT THAT IS 434.00 FEET EASTERLY OF THE WEST LINE OF THE AFORESAID NORTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE NORTH 00°14'50" WEST, PARALLEL WITH SAID WEST LINE, A DISTANCE OF 651.13 FEET, TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

LESS AND EXCEPT, COUNTY ROAD 181, A 50 FEET WIDE RIGHT OF WAY AS RECORDED IN OFFICIAL RECORDS BOOK 360, PAGE 785, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

PARCEL 3:

THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 20, AND RUN SOUTH 00°16'31" EAST, ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4 A DISTANCE OF 1333.54 FEET, TO THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4, THENCE SOUTH 89°44'04" WEST, ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4, A DISTANCE OF 211.12 FEET TO THE EASTERLY RIGHT OF WAY OF THE SUNSHINE PARKWAY; THENCE NORTH 43°18'54" WEST, ALONG SAID EASTERLY RIGHT OF WAY 462.63 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 5879.58 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND EASTERLY RIGHT OF WAY THROUGH A CENTRAL ANGLE OF 2°57'26" A DISTANCE OF 303.46 FEET, TO A POINT ON SAID CURVE; THENCE LEAVING SAID EASTERLY RIGHT OF WAY, RUN NORTH 74°24'25" EAST, 440.63 FEET; THENCE NORTH 09°32'27" EAST, 672.47 FEET TO THE NORTH LINE OF AFORESAID NORTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE NORTH 89°43'27" EAST ALONG SAID NORTH LINE 200.00 FEET TO THE POINT OF BEGINNING AND END OF THIS DESCRIPTION.

AND

LOT 7, BLOCK R, WILDWOOD RANCH, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 29, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

AND

TRACT 19:

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PARCEL 1:

THE SE 1/4 OF THE NW 1/4 OF THE NE 1/4 AND THE WEST 1/2 OF THE NW 1/4 OF THE NE 1/4 AND THE N 3/4 OF THE SW 1/4 OF THE NE 1/4 AND THE NW 1/4 OF THE SE 1/4, ALL LYING AND BEING IN SECTION 10, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS RIGHT OF WAY OF COUNTY ROAD NO. 501 ACROSS THE WEST SIDE THEREOF.

AND LESS AND EXCEPT THE SOUTH 2/3 OF THE NORTH 3/4 OF THE SW 1/4 OF THE NE 1/4 OF SECTION 10, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

AND LESS AND EXCEPT THAT PORTION DESCRIBED IN WARRANTY DEED RECORDED IN O.R. BOOK 504, PAGE 89, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

AND LESS AND EXCEPT THAT PORTION DESCRIBED IN WARRANTY DEED RECORDED IN O.R. BOOK 719, PAGE 747, PUBLIC RECORDS OF SUMTER COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 270.00 FEET OF THE NORTH 675.00 FEET OF THE WEST 885.00 FEET OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA LESS THE WEST 80.00 FEET THEREOF FOR COUNTY ROAD 501 AS DEPICTED ON THE RIGHT OF WAY MAP FOR THE BOARD OF COMMISSIONERS OF SUMTER COUNTY, FLORIDA, PREPARED BY MOOREHEAD ENGINEERING COMPANY, FILE NUMBER 93-151, DATED 01/12/94 SHEETS 1 THROUGH 9.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 10, THENCE S 00°18'50" E., ALONG THE WESTERLY LINE OF THE SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 10, A DISTANCE OF 405.00 FEET TO THE SOUTHWEST CORNER OF THE NORTH 405.00 FEET OF THE SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 10; THENCE DEPARTING THE SAID WESTERLY LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 10, N 89°57'50" E., ALONG THE SOUTHERLY LINE OF THE SAID NORTH 405.00 FEET OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 10, A DISTANCE OF 80.00 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD NUMBER 501, SAID INTERSECTION BEING THE POINT OF BEGINNING; THENCE CONTINUE N. 89°57'50" E. ALONG SAID LINE A DISTANCE OF 806.67 FEET; THENCE DEPARTING SAID LINE, S. 00°15'50" E., PARALLEL WITH THE SAID WESTERLY LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 10, A DISTANCE OF 270.00 FEET; THENCE S. 89°57'50" W., PARALLEL WITH THE SAID SOUTHERLY LINE OF NORTH 405.00 FEET TO THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 10, A DISTANCE OF 806.67 FEET TO AN INTERSECTION WITH THE SAID EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NUMBER 501; THENCE N. 00°18'50" W., ALONG THE SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 270.00 FEET TO THE POINT OF BEGINNING.

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PARCEL 2:

THE SW 1/4 OF THE SE 1/4, LESS ROAD RIGHT OF WAY, SECTION 10, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA

PARCEL 3:

THE SOUTH 2/3 OF THE NORTH 3/4 OF THE SW 1/4 OF THE NE 1/4 OF SECTION 10, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS RIGHT OF WAY OF COUNTY ROAD NO. 501 ACROSS THE WEST SIDE THEREOF.

AND;

TRACT 20:

A PORTION OF THE NORTH 500.00 FEET OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2044, PAGE 465, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA. SAID LANDS BEING A PORTION OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 1; THENCE RUN SOUTH 00°40'20" WEST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 1, A DISTANCE OF 1740.01 FEET TO THE NORTHEAST CORNER OF THE AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2044, PAGE 465 AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°40'20" WEST, ALONG SAID EAST LINE, A DISTANCE OF 500.01 FEET TO A POINT ON A LINE LYING 500.00 FEET SOUTH OF AND PARALLEL TO, THE NORTH LINE OF THE AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2044, PAGE 465; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°36'07" WEST, ALONG SAID SOUTH PARALLEL LINE, A DISTANCE OF 1255.06 FEET TO A POINT ON THE EAST LINE OF A 170.00 FOOT WIDE EASEMENT PER OFFICIAL RECORDS BOOK 86, PAGE 486, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTH PARALLEL LINE, RUN NORTH 00°27'55" EAST, ALONG SAID EAST EASEMENT LINE, A DISTANCE OF 500.00 FEET TO A POINT ON THE NORTH LINE OF THE AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2044, PAGE 465, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE DEPARTING SAID EAST EASEMENT LINE, RUN SOUTH 89°36'07" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 1256.87 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE WEST 50.00 FEET THEREOF.

TRACT 21:

A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4018, PAGE 314 AND ALL OF THOSE LANDS REFERRED TO AS "LIFT STATION NO. 1" AS RECORDED IN OFFICIAL RECORDS BOOK 1077, PAGE 151 OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA. SAID LANDS LYING IN SECTION 16, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 16; THENCE RUN SOUTH 0°44'24" WEST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 16, A DISTANCE OF 24.35 FEET TO THE SOUTHWEST CORNER OF TRACT "D", HEARTY HOST LAKE RESORT, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 57 AND 57-A OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°55'06" EAST, ALONG THE SOUTH LINE OF SAID TRACT "D", A DISTANCE OF 163.72 FEET TO A POINT ON THE WEST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS 1077, PAGE 151; THENCE DEPARTING SAID SOUTH LINE, RUN ALONG THE WEST, NORTH AND EAST LINES OF SAID LANDS THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) THENCE RUN NORTH 9°05'03" WEST, A DISTANCE OF 27.93 FEET; 2) THENCE RUN NORTH 77°59'46" EAST, A DISTANCE OF 48.35 FEET; 3) THENCE RUN SOUTH 21°34'47" EAST, A DISTANCE OF 40.38 FEET TO A POINT ON THE AFORESAID SOUTH LINE OF TRACT "D"; THENCE DEPARTING THE EAST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1077, PAGE 151, RUN ALONG THE SOUTH AND EAST LINES OF SAID TRACT "D" THE FOLLOWING SIX (6) COURSES AND DISTANCES: 1) THENCE RUN NORTH 89°55'06" EAST, A DISTANCE OF 173.01 FEET; 2) THENCE RUN NORTH 0°13'25" EAST, A DISTANCE OF 50.00 FEET; 3) THENCE RUN SOUTH 89°55'06" WEST, A DISTANCE OF 100.00 FEET; 4) THENCE RUN NORTH 0°13'25" EAST, A DISTANCE OF 699.83 FEET; 5) THENCE RUN NORTH 89°58'47" EAST, A DISTANCE OF 250.00 FEET; 6) THENCE RUN NORTH 0°17'06" EAST, A DISTANCE OF 402.13 FEET TO A POINT ON THE SOUTH LINE OF LOT 1, WILDWOOD COUNTRY RESORT, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 7, PAGE 33 OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE DEPARTING THE EAST LINE OF SAID TRACT "D", RUN NORTH 89°58'47" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 106.77 FEET TO A POINT ON THE WEST LINE OF HERITAGE WOOD 'N LAKES ESTATES, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGE 61 AND 61A OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTH LINE, RUN ALONG SAID WEST LINE THE FOLLOWING SEVEN (7) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 0°28'59" WEST, A DISTANCE OF 290.15 FEET; 2) THENCE RUN NORTH 89°39'23" EAST, A DISTANCE OF 25.00 FEET; 3) THENCE RUN SOUTH 0°30'05" WEST, A DISTANCE OF 144.10 FEET; 4) THENCE RUN SOUTH 8°47'05" WEST, A DISTANCE OF 50.64 FEET TO A POINT ON A 29.98 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 29°04'37" EAST AND A CHORD LENGTH OF 52.48 FEET; 5) THENCE RUN SOUTHEASTERLY AND SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 122°09'08", AN ARC DISTANCE OF 63.91 FEET TO A POINT OF REVERSE CURVATURE OF A 330.13 FOOT RADIUS CURVE, CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 16°13'38" WEST AND A CHORD LENGTH OF 179.46 FEET; 6) THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°32'37", AN ARC DISTANCE OF 181.75 FEET TO A POINT OF TANGENCY; 7) THENCE RUN SOUTH 0°27'20" WEST, A DISTANCE OF 435.82 FEET TO THE SOUTHWEST CORNER OF SAID HERITAGE WOOD 'N LAKES ESTATES; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°53'04" EAST, ALONG THE SOUTH LINE OF SAID HERITAGE WOOD 'N LAKES ESTATES, A DISTANCE OF 60.00 FEET TO THE SOUTHWEST CORNER OF LOT 63, BLOCK "C" OF SAID HERITAGE WOOD 'N LAKES ESTATES; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 0°27'20" WEST, A DISTANCE OF 152.15 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF BUENA VISTA BOULEVARD, A PROPOSED 120.0 FOOT RIGHT-OF-WAY, SAID POINT BEING ON A 535.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 31°44'26" WEST AND A CHORD LENGTH OF 279.78 FEET; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE AND

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SAID NORTHWESTERLY RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 30°18'55", AN ARC DISTANCE OF 283.07 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 400.00 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 16; THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, RUN SOUTH 89°59'33" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 558.07 FEET TO A POINT ON THE AFORESAID WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 16; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 0°44'24" EAST, ALONG SAID WEST LINE, A DISTANCE OF 375.69 FEET TO THE POINT OF BEGINNING.

TRACT 22:

PARCEL 1:

TRACT A OF HEARTY HOST LAKE RESORT UNIT 2, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGES 62 AND 62A, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA:

LESS AND EXCEPT:

ANY PORTION LYING WITH VILLAGES OF SOUTHERN OAKS MEGGISON ROAD CORRIDOR, RECORDED IN PLAT BOOK 19, PAGE 31, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

AND

PARCEL 2:

THAT PORTION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA LYING WITHIN THE FOLLOWING LANDS:

LYING SOUTH OF STATE ROAD NO. 44

LYING EASTERLY AND NORTHEASTERLY OF WILLIAMSBURG LANE (ALSO KNOWN AS FLAMINGO BOULEVARD, PER HEARTY HOST LAKE RESORT, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 57, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA)

LYING NORTH OF SPRINGFIELD WAY (ALSO KNOWN AS BLUEGILL STREET PER HEARTY HOST LAKE RESORT, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 57, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, WATER WHEEL ADULT MOBILE HOME COMMUNITY & R.V. PARK UNIT NO. 1, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGE 40, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA AND WATER WHEEL ADULT MOBILE HOME COMMUNITY & R.V. PARK UNIT NO. 2, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGES 63 AND 63A, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA)

LYING NORTH OF LOT 1, BLOCK A, OF WATER WHEEL ADULT MOBILE HOME COMMUNITY & R.V. PARK UNIT NO. 2, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGES 63 AND 63A, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

LESS AND EXCEPT:

LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2932, PAGE 793, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA

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ALSO LESS AND EXCEPT:

LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2759, PAGE 168, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA

ALSO LESS AND EXCEPT:

LANDS DESCRIBED IN RIGHT-OF-WAY DEED RECORDED IN OFFICIAL RECORDS BOOK 4204, PAGE 293, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

ALSO LESS AND EXCEPT:

LANDS DESCRIBED IN RIGHT-OF-WAY DEED RECORDED IN OFFICIAL RECORDS BOOK 4204, PAGE 304, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

ALSO LESS AND EXCEPT:

LANDS DESCRIBED IN RIGHT-OF-WAY DEED RECORDED IN OFFICIAL RECORDS BOOK 4204, PAGE 327, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

TOGETHER WITH:

THAT PORTION OF FLAMINGO BOULEVARD, NOW KNOWN AS WILLIAMSBURG LANE, AS SET FORTH ON THAT CERTAIN PLAT OF HEARTY HOST LAKE RESORT, RECORDED IN PLAT BOOK 3, PAGE 57, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA AND DESCRIBED AS WILLIAMSBURG LANE, AS SET FORTH IN THAT CERTAIN PLAT OF HEARTY HOST LAKE RESORT UNIT 2, RECORDED IN PLAT BOOK 4, PAGE 62, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, LYING NORTH OF A NORTHEASTERLY RADIAL EXTENSION OF THE SOUTHEASTERLY LINE OF LOT 2, BLOCK A, OF SAID HEARTY HOST LAKE RESORT UNIT 2, AND LYING SOUTH OF STATE ROAD 44.

AND

PARCEL 3:

THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, LYING SOUTH OF STATE ROAD 44, AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 LYING NORTH AND WEST OF THE SUBMERGED LANDS OF LAKE OKAHUMPKA, LESS ROAD-RIGHT-OF WAY, ALL IN SECTION 16, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

LESS AND EXCEPT:

LANDS DESCRIBED IN CORRECTIVE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1882, PAGE 793, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

ALSO LESS AND EXCEPT:

ALL OF WATER WHEEL ADULT MOBILE HOME COMMUNITY & R.V. PARK UNIT NO. 1, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGE 40, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

ALSO LESS AND EXCEPT:

VILLAGES OF SOUTHERN OAKS 9TH AMENDMENT
CHAPTER 163 COMPREHENSIVE PLAN
AREA A – AMENDED AND RESTATED

ALL OF WATER WHEEL ADULT MOBILE HOME COMMUNITY & R.V. PARK UNIT NO. 2, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGE 63, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

ALSO LESS AND EXCEPT:

ALL OF HERITAGE WOOD 'N LAKES ESTATES, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGE 61, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

ALSO LESS AND EXCEPT:

LANDS DESCRIBED IN RIGHT-OF-WAY DEED RECORDED IN OFFICIAL RECORDS BOOK 4204, PAGE 267, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

ALSO LESS AND EXCEPT:

LANDS DESCRIBED IN RIGHT-OF-WAY DEED RECORDED IN OFFICIAL RECORDS BOOK 4204, PAGE 378, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

LESS AND EXCEPT:

LANDS DESCRIBED IN RIGHT-OF-WAY DEED RECORDED IN OFFICIAL RECORDS BOOK 4102, PAGE 475, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

TRACT 23:

A PORTION OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

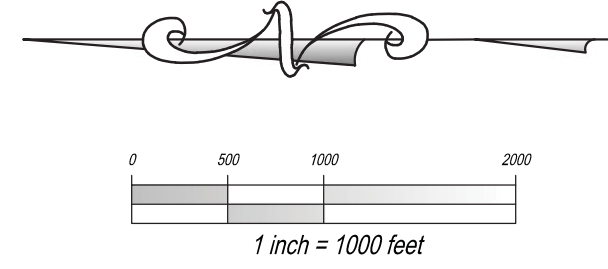
COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE RUN SOUTH 89°32'28" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 23, A DISTANCE OF 1666.68 FEET TO A POINT ON THE EAST LINE OF THE WEST 1000 FEET OF THE EAST 3/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 23; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 0°11'52" EAST, ALONG SAID EAST LINE, A DISTANCE OF 2650.01 FEET TO THE SOUTHEAST CORNER OF THE WEST 1000 FEET OF THE EAST 3/4 OF THE NORTHWEST 1/4 OF SAID SECTION 23; THENCE DEPARTING SAID EAST LINE, RUN NORTH 0°16'48" EAST, ALONG THE EAST LINE OF THE WEST 1000 FEET OF THE EAST 3/4 OF THE NORTHWEST 1/4 OF SAID SECTION 23, A DISTANCE OF 139.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 139 FEET OF THE NORTHWEST 1/4 OF SAID SECTION 23; THENCE DEPARTING SAID EAST LINE, RUN NORTH 40°18'40" EAST, A DISTANCE OF 316.94 FEET TO A POINT ON A 90.83 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF NORTH 79°46'29" EAST AND A CHORD LENGTH OF 101.16 FEET; THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 67°40'40", AN ARC DISTANCE OF 107.29 FEET TO A POINT ON A 288.13 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 85°46'37" EAST AND A CHORD LENGTH OF 125.21 FEET; THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°05'55", AN ARC DISTANCE OF 126.22 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE ALONG SAID 288.13 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF NORTH 77°13'47" EAST AND A CHORD LENGTH OF 44.65 FEET, EASTERLY, THROUGH A CENTRAL ANGLE OF 08°53'18", AN ARC DISTANCE OF 44.70 FEET TO A POINT OF NON-

VILLAGES OF SOUTHERN OAKS 9TH AMENDMENT
CHAPTER 163 COMPREHENSIVE PLAN
AREA A – AMENDED AND RESTATED

TANGENCY; THENCE RUN NORTH 72°39'24" EAST, A DISTANCE OF 193.01 FEET TO A POINT OF CURVATURE OF A 280.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF NORTH 70°17'11" EAST AND A CHORD LENGTH OF 23.16 FEET; THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°44'27", AN ARC DISTANCE OF 23.17 FEET TO A POINT OF REVERSE CURVATURE OF A 220.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF NORTH 74°44'11" EAST AND A CHORD LENGTH OF 52.25 FEET; THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°38'27", AN ARC DISTANCE OF 52.38 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 81°33'25" EAST, A DISTANCE OF 232.81 FEET TO A POINT OF CURVATURE OF A 25.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHWEST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 53°26'35" EAST AND A CHORD LENGTH OF 35.36 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 8°26'35" EAST, A DISTANCE OF 45.35 FEET TO A POINT OF CURVATURE OF A 280.00 FOOT RADIUS CURVE, CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 14°53'02" EAST AND A CHORD LENGTH OF 62.82 FEET; THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°52'52", AN ARC DISTANCE OF 62.95 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 21°19'28" EAST, A DISTANCE OF 145.92 FEET; THENCE RUN SOUTH 27°00'57" EAST, A DISTANCE OF 67.60 FEET TO A POINT ON A 223.89 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 41°34'57" EAST AND A CHORD LENGTH OF 111.63 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28°52'15", AN ARC DISTANCE OF 112.82 FEET TO A POINT ON A 944.63 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 51°08'42" WEST AND A CHORD LENGTH OF 160.48 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°44'43", AN ARC DISTANCE OF 160.67 FEET TO A POINT OF REVERSE CURVATURE OF A 700.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF NORTH 72°22'24" WEST AND A CHORD LENGTH OF 615.93 FEET; THENCE RUN WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 52°12'06", AN ARC DISTANCE OF 637.76 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 81°31'33" WEST, A DISTANCE OF 26.36 FEET TO A POINT OF CURVATURE OF A 280.90 FOOT RADIUS CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 81°39'26" WEST AND A CHORD LENGTH OF 1.29 FEET; THENCE RUN WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°15'46", AN ARC DISTANCE OF 1.29 FEET TO THE POINT OF BEGINNING.

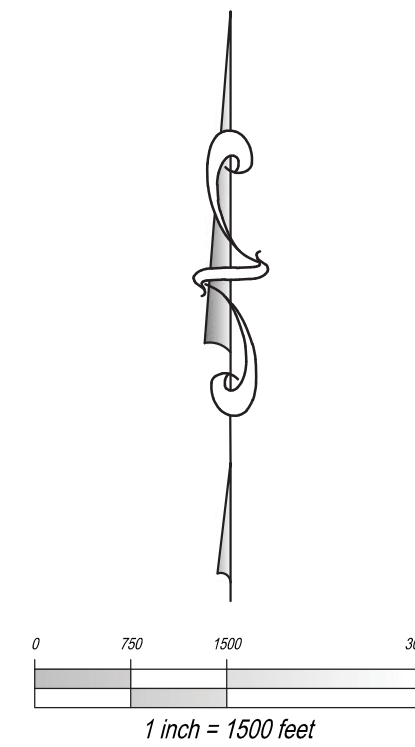
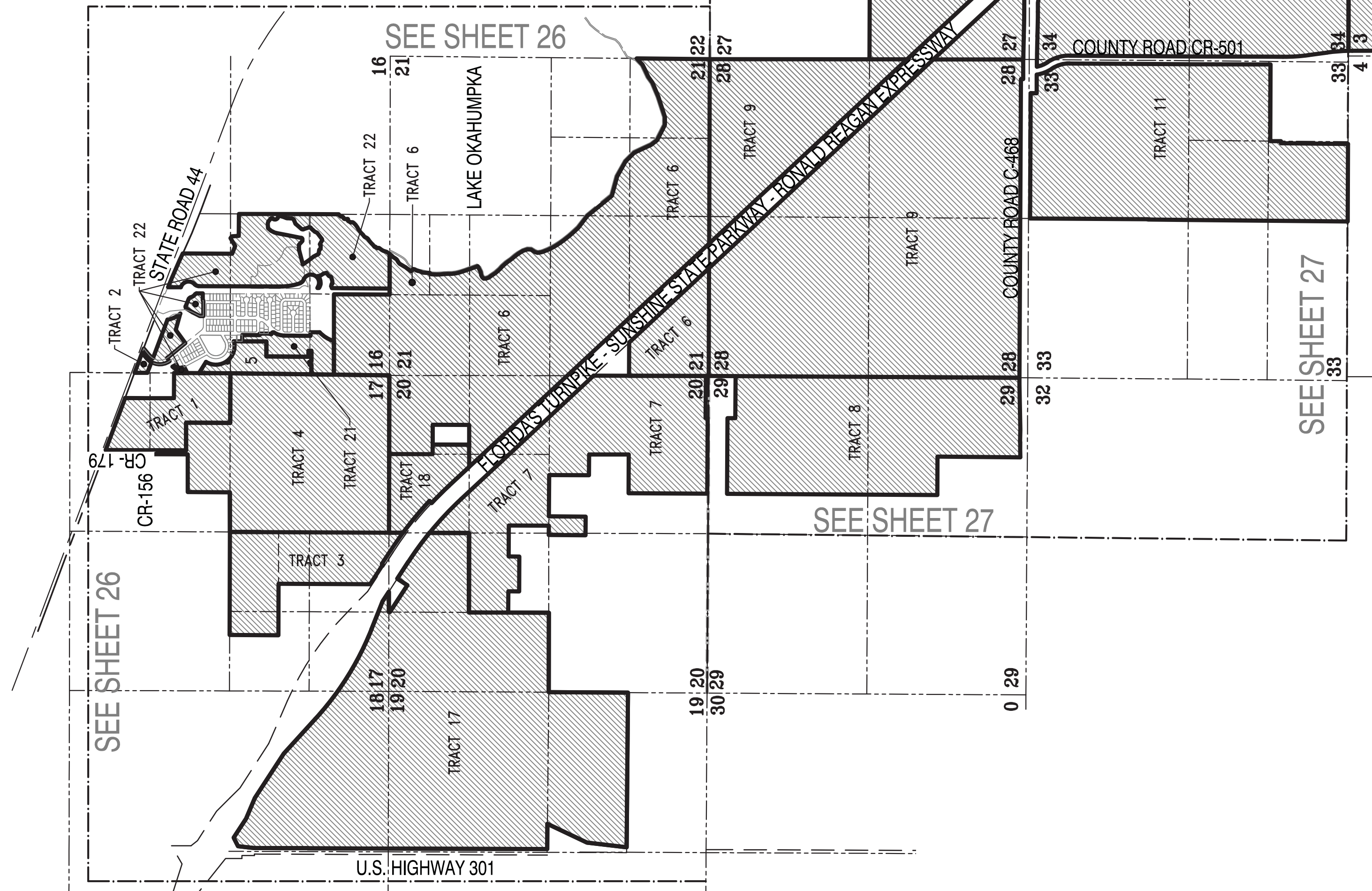
TRACT 24:

THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS THE WEST 80 FEET THEREOF FOR ROAD RIGHT-OF-WAY.

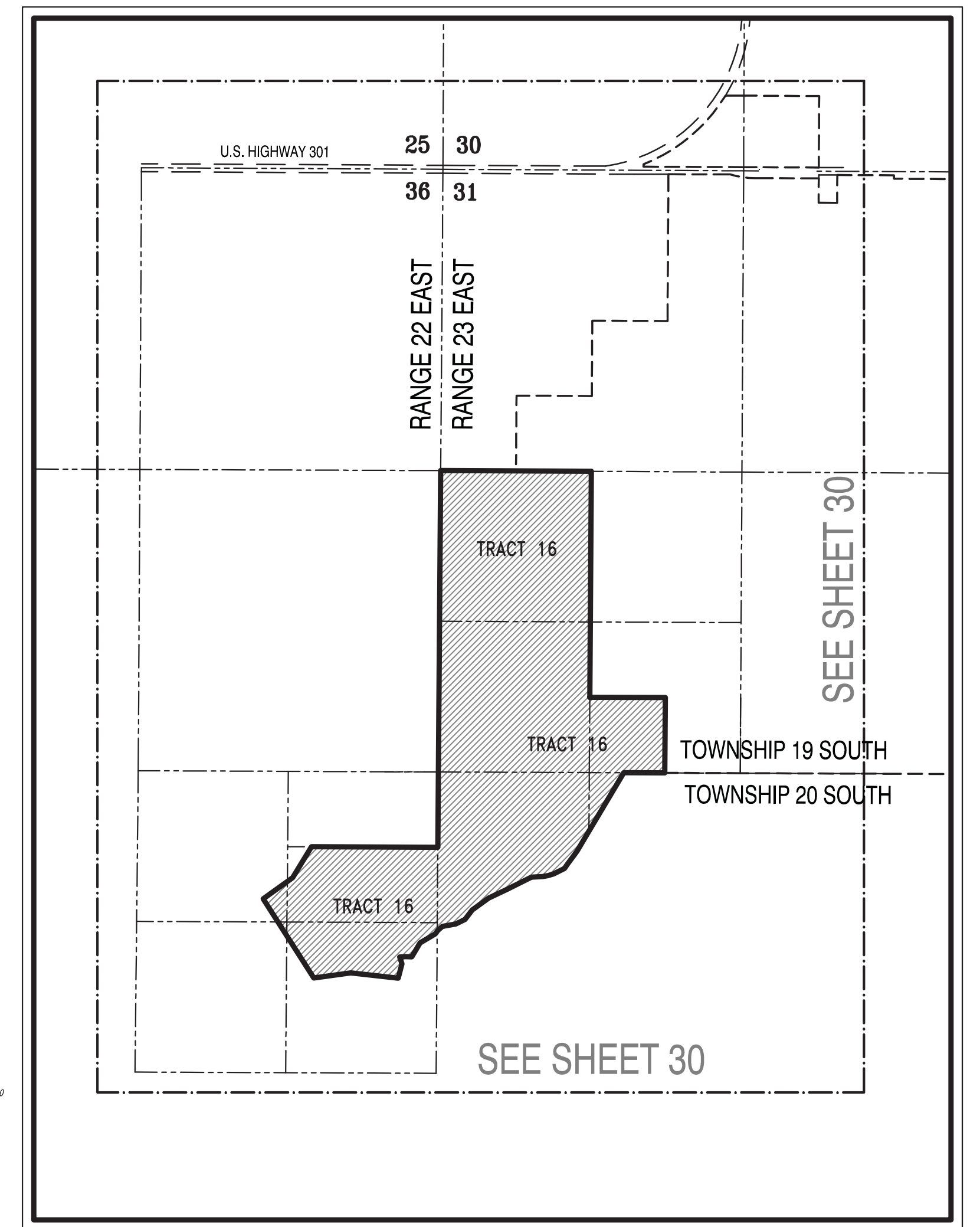


- NOTES:
1. THE DESCRIPTIONS OF THE INDIVIDUAL PARCELS ARE BASED ON AND DESCRIBE THE SAME LANDS AS THE APPLICABLE VESTING DOCUMENTS OF RECORD.
 2. THE BEARINGS DENOTED AND IDENTIFIED ON EACH INDIVIDUAL PARCEL OR PORTION THEREOF, ARE SPECIFIC TO THAT PARCEL ONLY AND ARE BASED ON THE VESTING DOCUMENT OF RECORD.
 3. THIS IS NOT A BOUNDARY SURVEY.

CONTAINING 9,561.04 ACRES ±



SKETCH OF DESCRIPTION
-FOR-
THE VILLAGES LAND COMPANY, LLC
VILLAGES OF SOUTHERN OAKS 9TH AMENDMENT - CHAPTER 163
AREA A - AMENDED AND RESTATED
TOWNSHIP 20 SOUTH, RANGE 22 EAST
TOWNSHIP 19 SOUTH, RANGE 23 EAST
TOWNSHIP 20 SOUTH, RANGE 23 EAST
SUMTER COUNTY, FLORIDA



[Signature]
JEREMY D. HALLICK, FLORIDA LICENSED SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 6715

SKETCH OF DESCRIPTION
FOR
THE VILLAGES LAND COMPANY, LLC

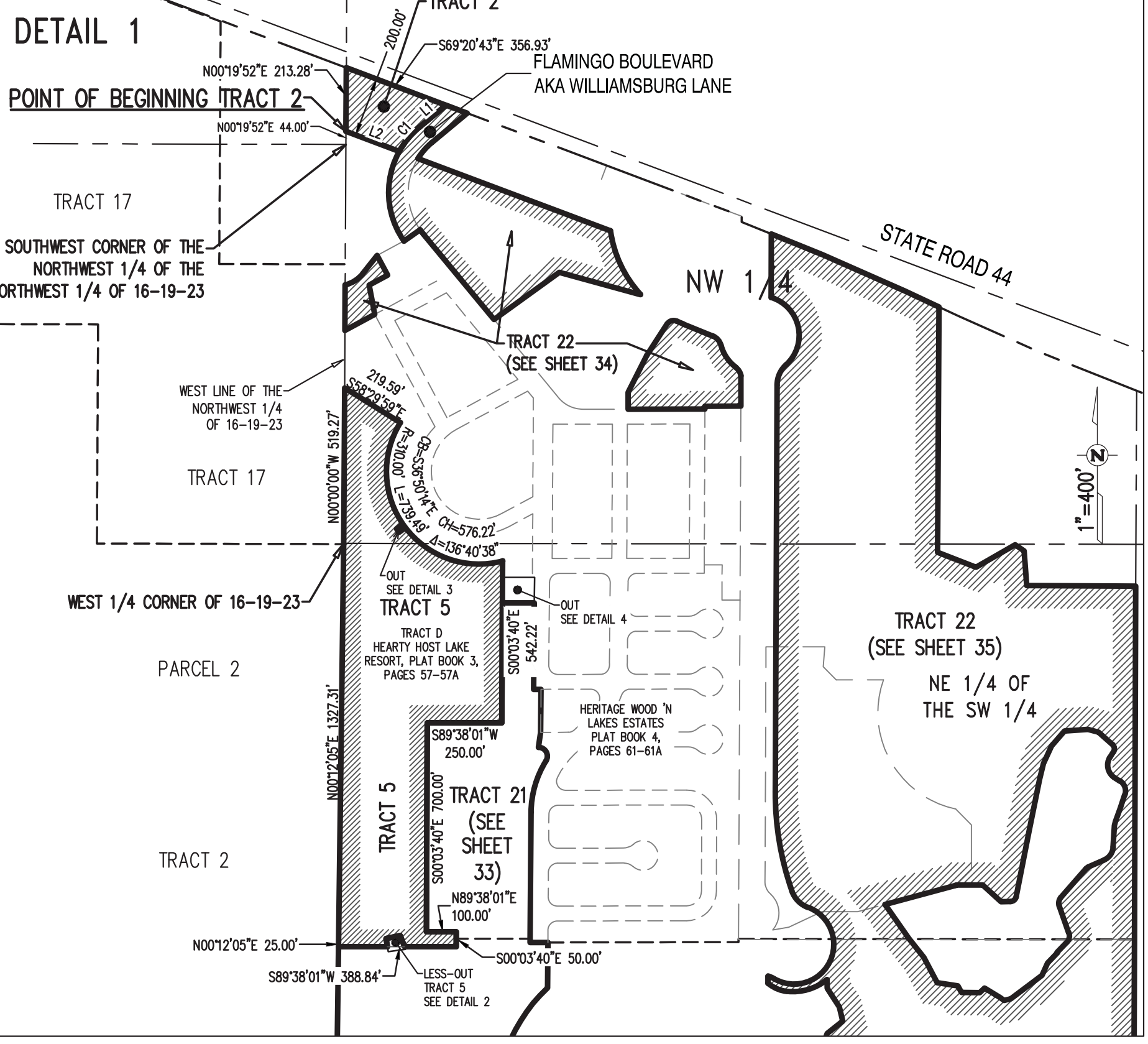
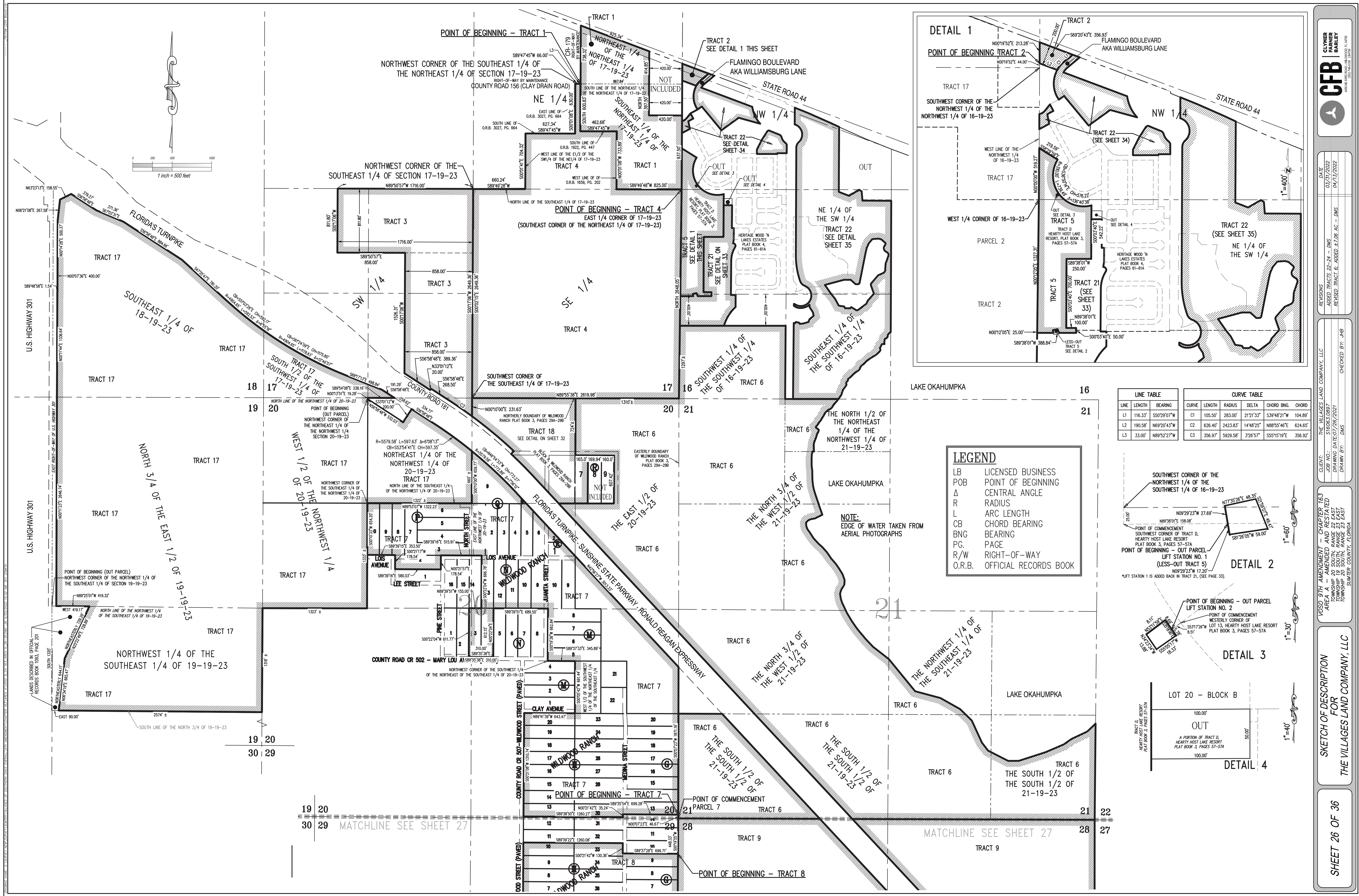
SHEET 24 OF 36

VOSO 9TH AMENDMENT - CHAPTER 163
AREA A - AMENDED AND RESTATED
TOWNSHIP 20 SOUTH, RANGE 22 EAST
TOWNSHIP 19 SOUTH, RANGE 23 EAST
TOWNSHIP 20 SOUTH, RANGE 23 EAST
SUMTER COUNTY, FLORIDA

CLIENT: THE VILLAGES LAND COMPANY, LLC
JOB NO.: S16063.0897
DRAWING DATE: 07/26/2021
DRAWN BY: DMS
CHECKED BY: JWB

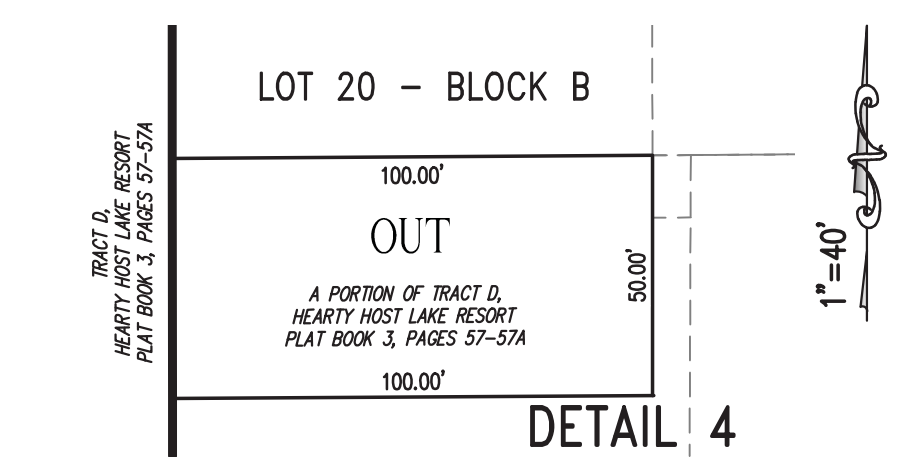
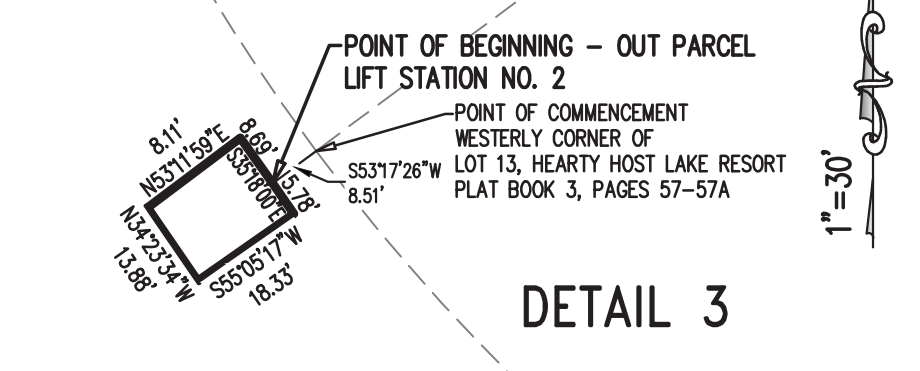
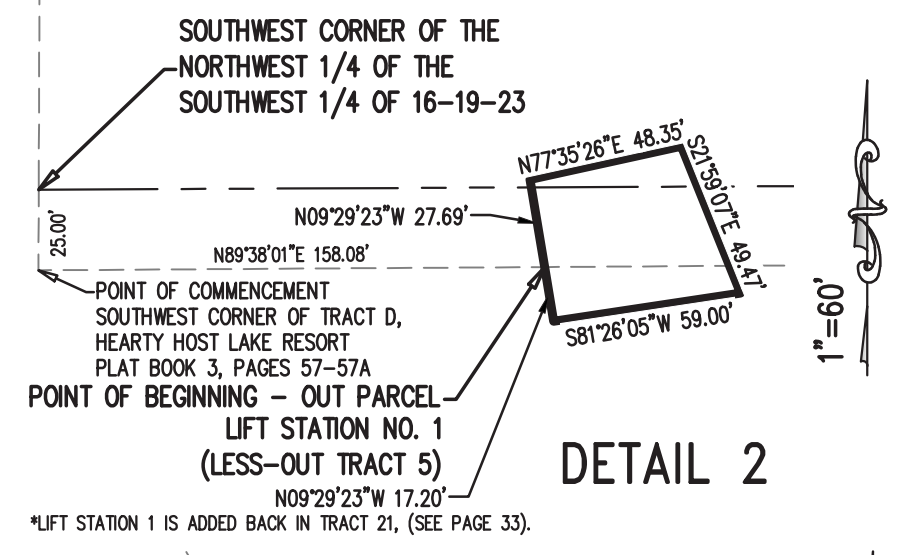
REVISIONS
ADDED TRACTS 22-24 - DMS
REVISED TRACT 6; ADDED ±7.06 AC - DMS
DATE
03/31/2022
04/13/2022





LINE TABLE			CURVE TABLE				
LINE	LENGTH	BEARING	CURVE	LENGTH	RADIUS	DELTA	CHORD BNG. CHORD
L1	116.33'	S50°29'07\"W	C1	105.50'	283.00'	21°21'33\"	S38°48'21\"W 104.89'
L2	190.58'	N69°20'43\"W	C2	626.40'	2423.83'	14°48'25\"	N88°55'46\"E 624.65'
L3	33.00'	N89°52'27\"W	C3	356.97'	5929.58'	3°26'57\"	S55°15'19\"E 356.92'

- LEGEND**
- LB LICENSED BUSINESS
 - POB POINT OF BEGINNING
 - Δ CENTRAL ANGLE
 - R RADIUS
 - L ARC LENGTH
 - CB CHORD BEARING
 - BNG BEARING
 - PG. PAGE
 - R/W RIGHT-OF-WAY
 - O.R.B. OFFICIAL RECORDS BOOK



CFB
CLYMER
BARLEY

DATE: 03/31/2022
ADDED TRACTS 22-24 - DMS
REMOVED TRACT 6, ADDED ±2.06 AC. - DMS

REVISIONS

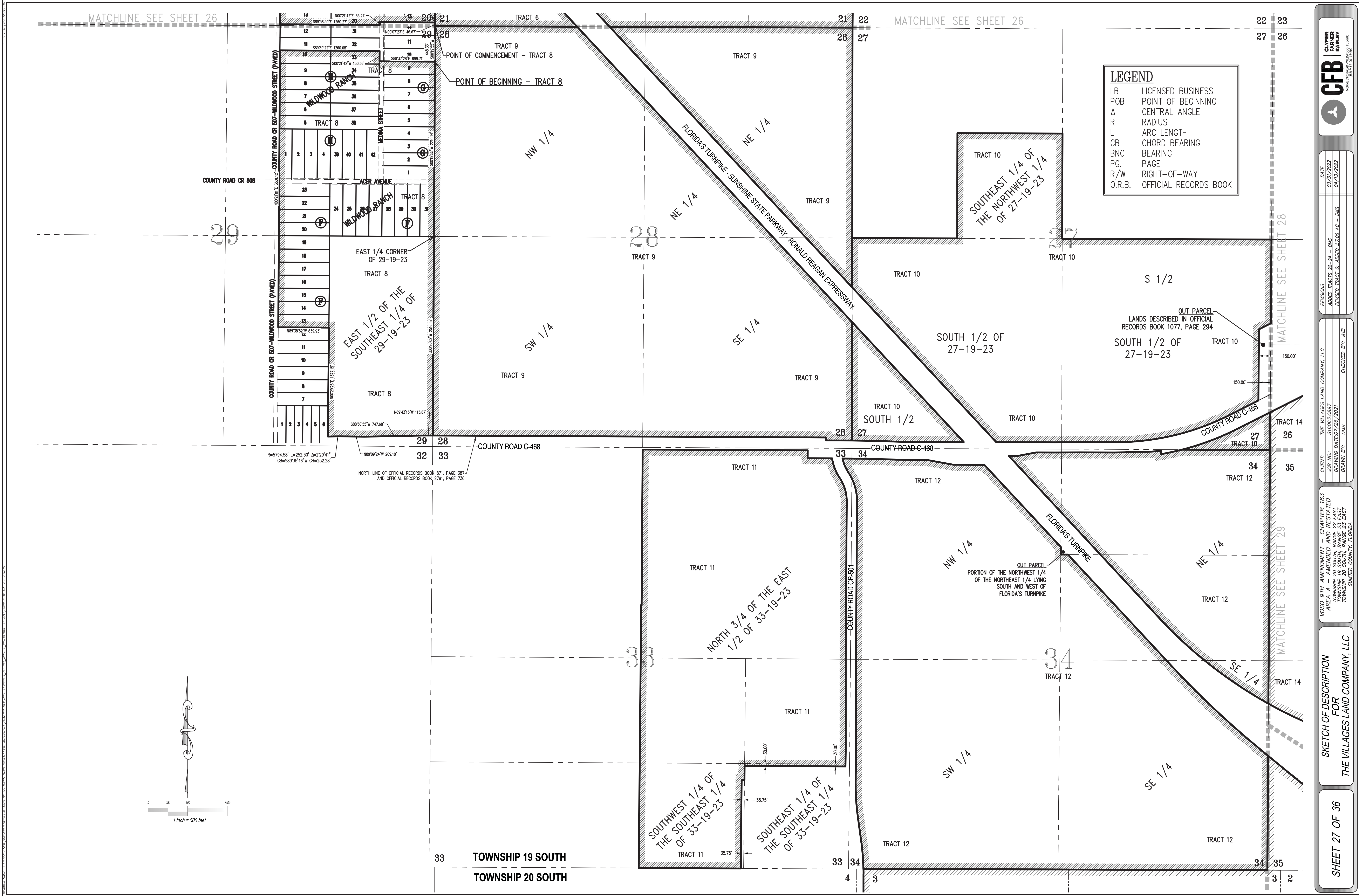
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2	04/13/2022	DMS	REMOVED TRACT 6, ADDED ±2.06 AC. - DMS

CLIENT: THE VILLAGES LAND COMPANY, LLC
JOB NO.: 516063.0897
DRAWING DATE: 07/26/2021
DRAWN BY: DMS
CHECKED BY: JHB

VOSO 9TH AMENDMENT - CHAPTER 163
AREA A - AMENDED AND RESTATED
TOWNSHIP 20 SOUTH, RANGE 22 EAST
TOWNSHIP 20 SOUTH, RANGE 23 EAST
SUMTER COUNTY, FLORIDA

SKETCH OF DESCRIPTION
FOR
THE VILLAGES LAND COMPANY, LLC

SHEET 26 OF 36



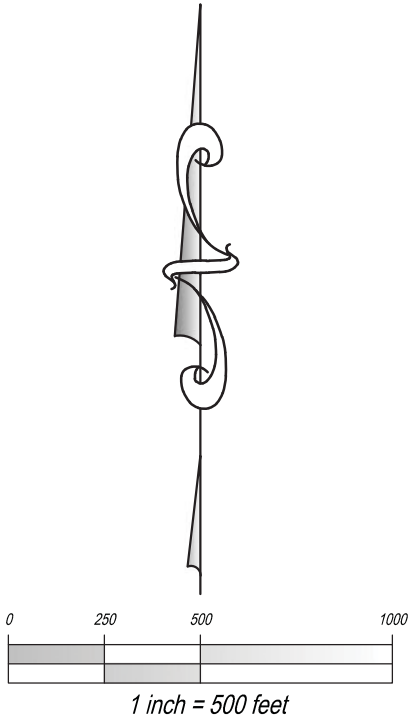
REVISIONS	DATE
ADDED TRACTS 22-24 - DMS	03/31/2022
REVISED TRACT 6; ADDED ±7.06 AC - DMS	04/13/2022

CLIENT: THE VILLAGES LAND COMPANY, LLC	CHECKED BY: WHB
JOB NO.: 516063.0897	DRAWN BY: DMS
DRAWING DATE: 07/26/2021	

VOSO 9TH AMENDMENT - CHAPTER 163
AREA A - AMENDED AND RESTATED
TOWNSHIP 20 SOUTH, RANGE 22 EAST
TOWNSHIP 20 SOUTH, RANGE 23 EAST
SUMTER COUNTY, FLORIDA

SKETCH OF DESCRIPTION
FOR
THE VILLAGES LAND COMPANY, LLC

SHEET 27 OF 36



<u>LEGEND</u>	
LB	LICENSED BUSINESS
POB	POINT OF BEGINNING
Δ	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
BNG	BEARING
P.G.	PAGE
R/W	RIGHT-OF-WAY
O.R.B.	OFFICIAL RECORDS BOOK

SKETCH OF DESCRIPTION
FOR
THE VILLAGES LAND COMPANY, LLC

SHEET 29 OF 36

VOSO 9TH AMENDMENT – CHAPTER 163
AREA A – AMENDED AND RESTATED
TOWNSHIP 20 SOUTH, RANGE 22 EAST
TOWNSHIP 19 SOUTH, RANGE 23 EAST
TOWNSHIP 20 SOUTH, RANGE 23 EAST
SUMNER COUNTY, FLORIDA

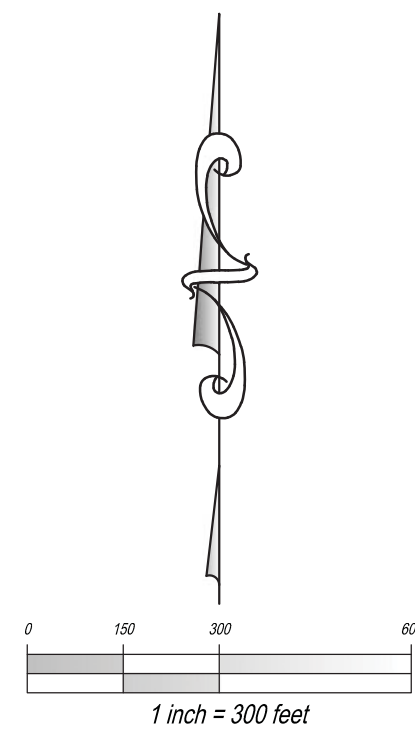
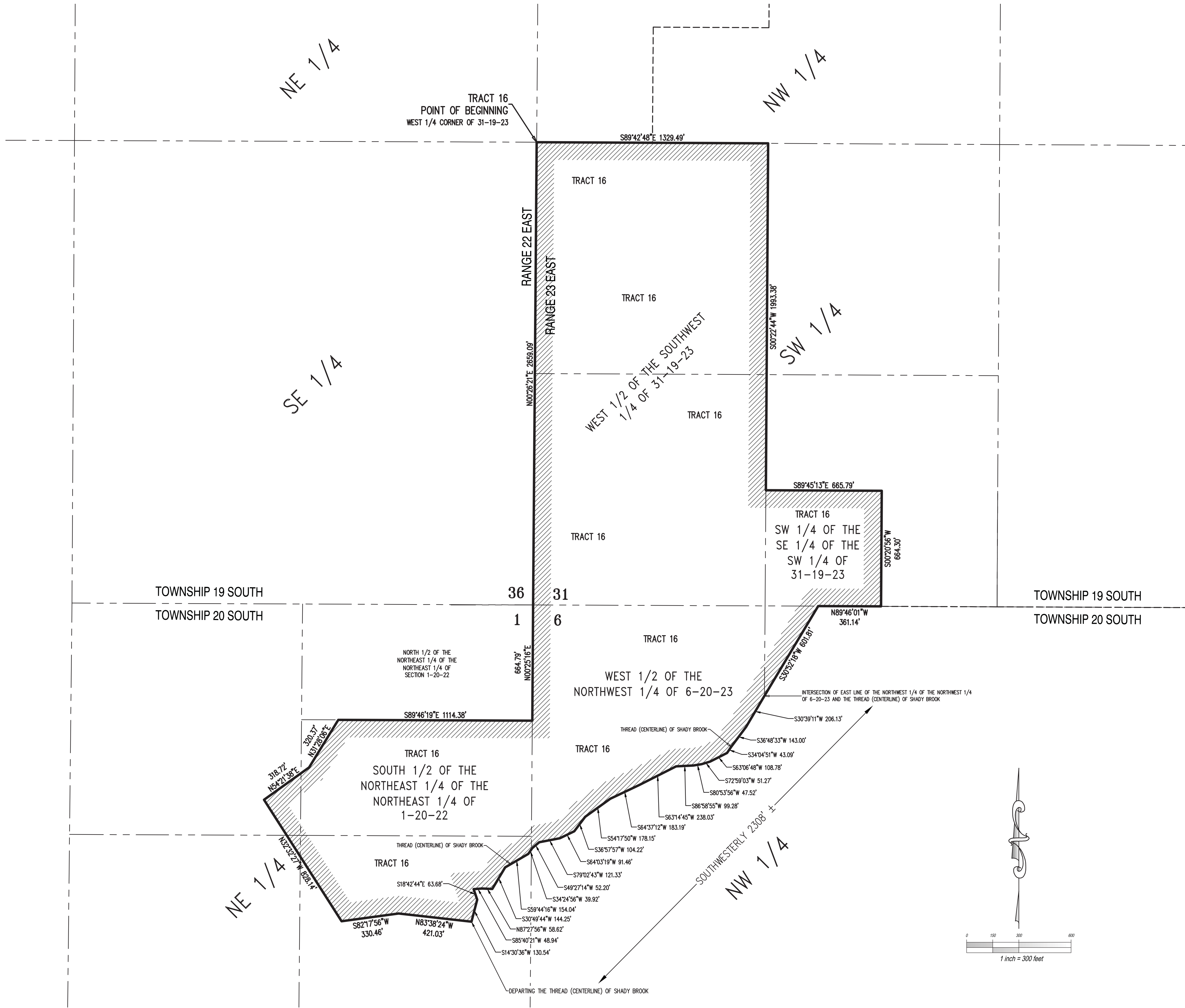
CLIENT:	THE VILLAGES LAND COMPANY, LLC
JOB NO.:	ST6063.0897
DRAWING DATE:	07/26/2021
DRAWN BY:	DMS
CHECKED BY:	JHB

REVISIONS	DATE
ADDED TRACTS 22-24 - DMS	03/31/2022
REVISED TRACT 6; ADDED ± 7.06 AC - DMS	04/13/2022

CFB | **CLYMER
FARNER
BARLEY**

4450 NE 5360 ROAD, MIAMI, FL 33176
(305) 748-3170 • 1.B.17.9

DATE: 03/31/2022
DRAWN BY: DMS
CHECKED BY: WHB
JOB NO.: S16063.0897
DRAFTING DATE: 07/26/2021
CLIENT: THE VILLAGES LAND COMPANY, LLC
REVISIONS:
ADDED TRACTS 22-24 - DMS
REVISED TRACT 6, ADDED ±7.06 AC - DMS
DATE: 03/31/2022
DATE: 04/13/2022



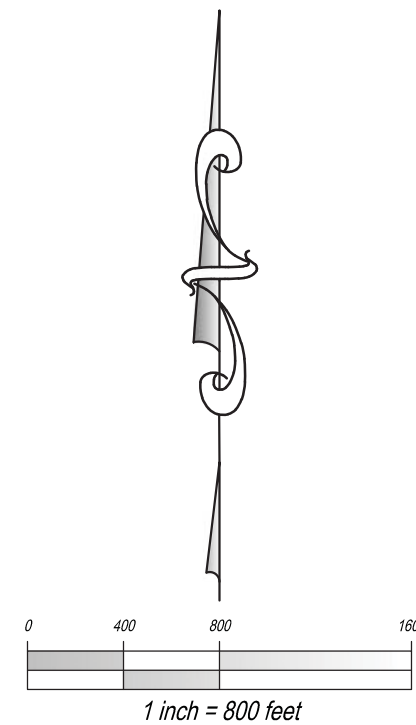
REVISIONS	DATE
ADDED TRACTS 22-24 - DMS	03/31/2022
REVISED TRACT 6, ADDED ±7.06 AC - DMS	04/13/2022

CLIENT: THE VILLAGES LAND COMPANY, LLC	CHECKED BY: WHB
JOB NO.: S16063.0897	DRAWING DATE: 07/26/2021
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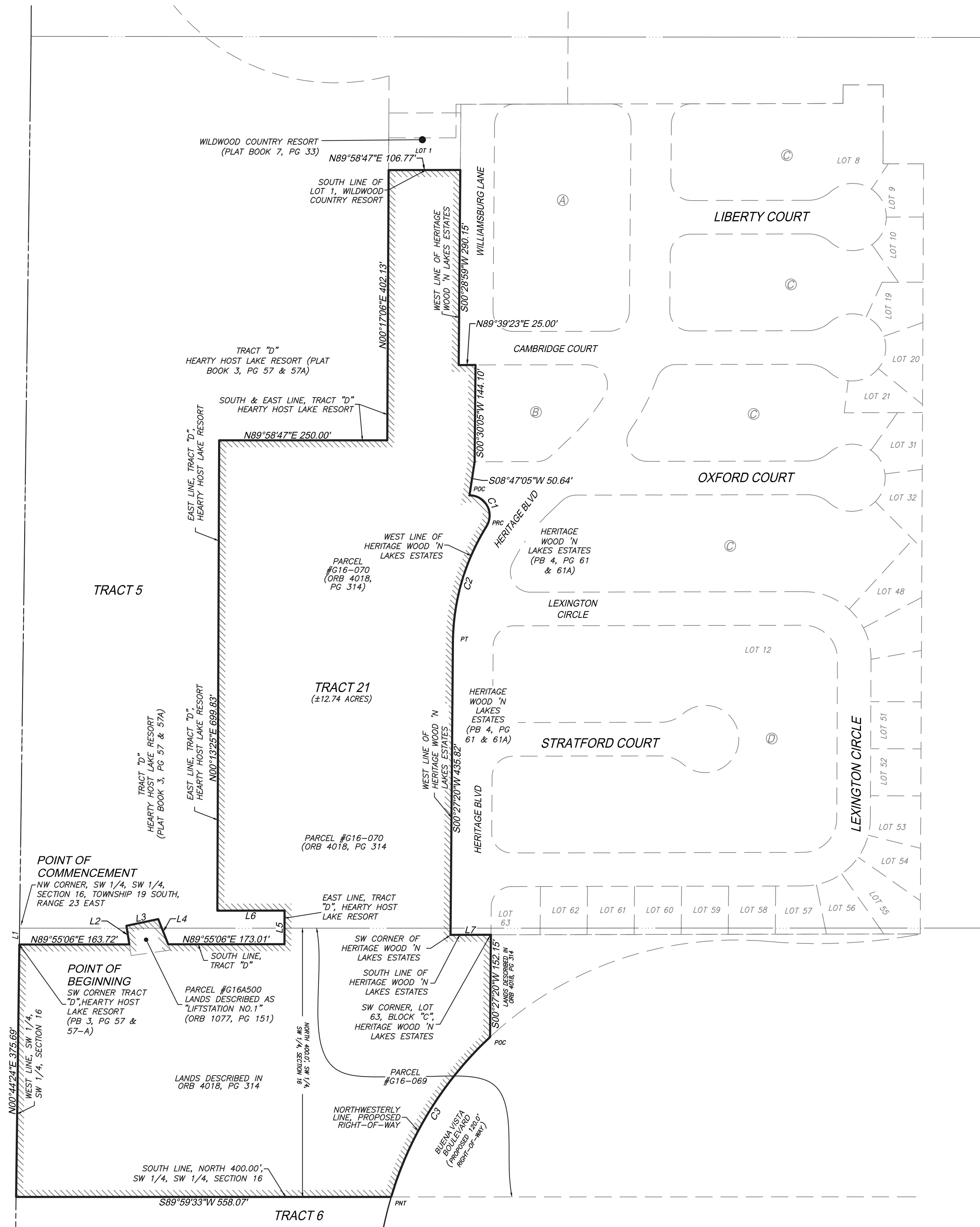
VOSO 9TH AMENDMENT - CHAPTER 163
AREA A - AMENDED AND RESTATED
TOWNSHIP 20 SOUTH, RANGE 22 EAST
TOWNSHIP 20 SOUTH, RANGE 23 EAST
SUMTER COUNTY, FLORIDA

SKETCH OF DESCRIPTION
FOR
THE VILLAGES LAND COMPANY, LLC

SHEET 30 OF 36



DATE: 03/31/2022
DRAWN BY: JMB
CHECKED BY: JMB
REVISIONS: 01/13/2022
ADDED TRACTS 22-24 - DMS
REVISED TRACT 6; ADDED ±7.06 AC - DMS



LINE TABLE		
LINE	BEARING	LENGTH
L1	S2°42'24\"W	24.35'
L2	N9°05'03\"W	27.83'
L3	N77°59'46\"E	48.35'
L4	S2°34'47\"E	40.38'
L5	N0°13'25\"E	50.00'
L6	S89°53'06\"W	100.00'
L7	N89°53'04\"E	60.00'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	63.91'	29.88	122°09'08\"	52.48'	S29°04'33\"E
C2	181.72'	330.13	0°11'32'13\"	179.46'	S16°13'38\"W
C3	283.07'	535.00	0°07'16'55\"	278.78'	S31°44'28\"W

SKETCH OF DESCRIPTION
FOR
THE VILLAGES LAND COMPANY, LLC

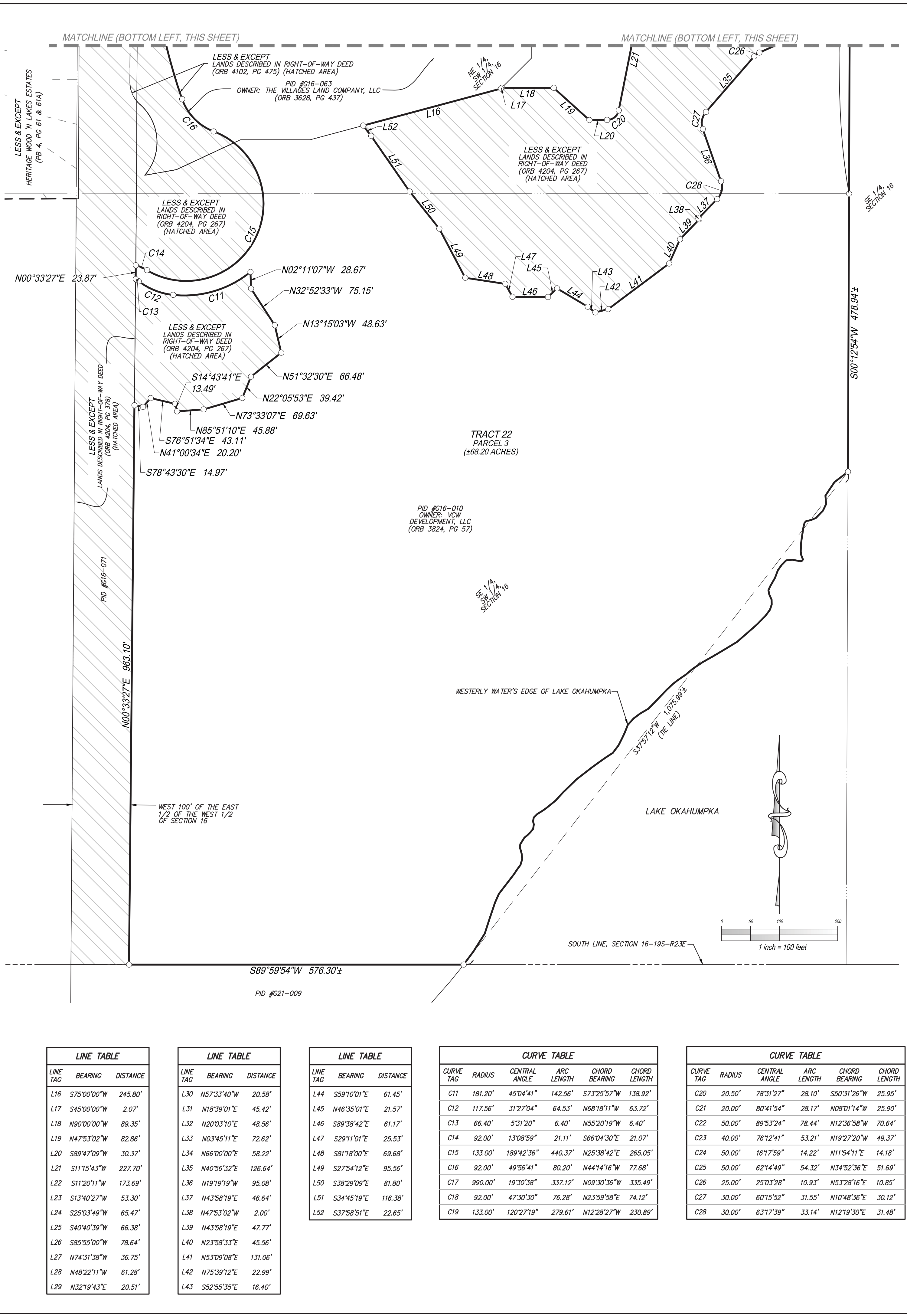
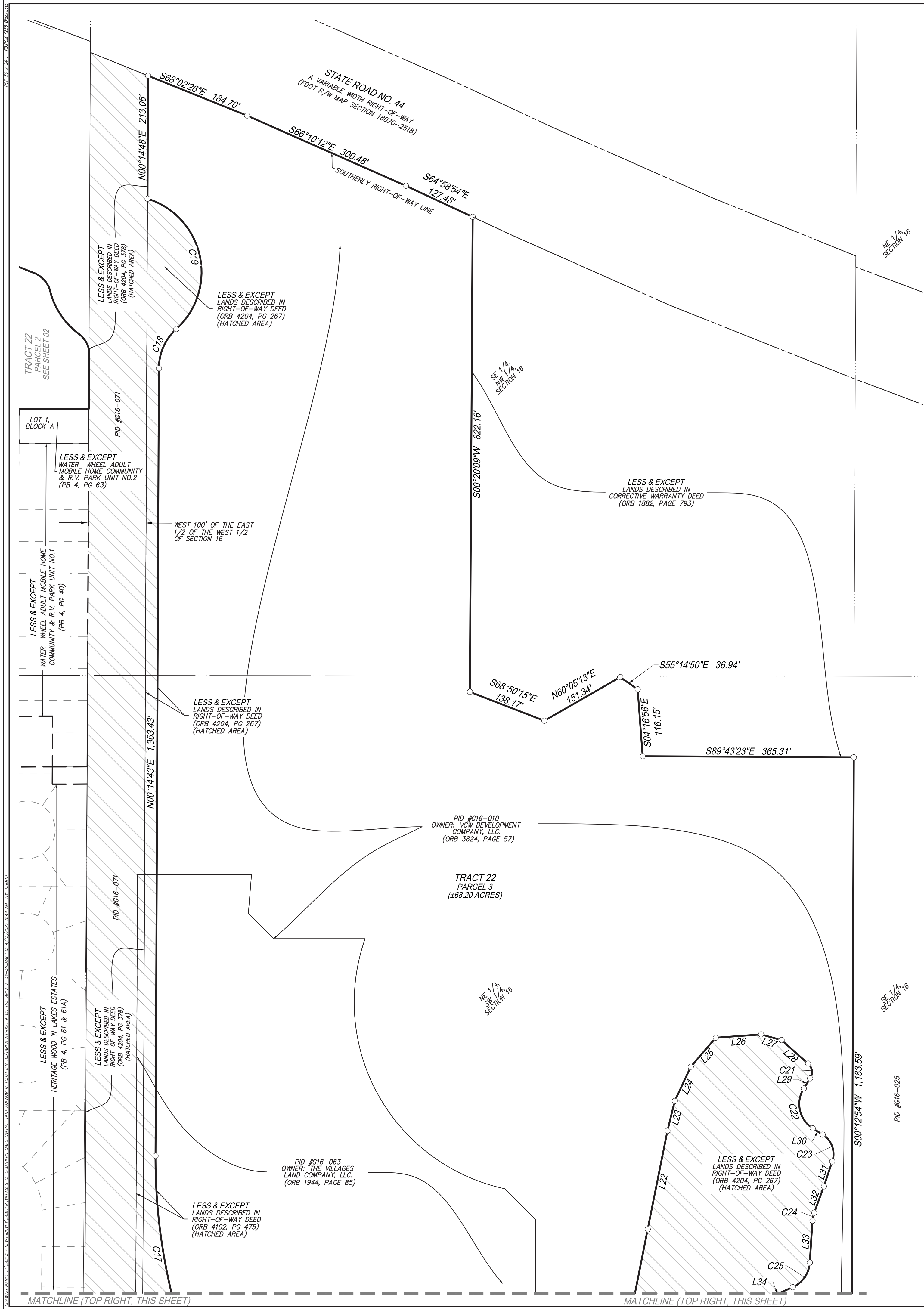
SHEET 33 OF 36

VOSS 9TH AMENDMENT - CHAPTER 163
AREA A - AMENDED AND RESTATED
TOWNSHIP 20 SOUTH, RANGE 22 EAST
TOWNSHIP 20 SOUTH, RANGE 23 EAST
SUMTER COUNTY, FLORIDA

CLIENT: THE VILLAGES LAND COMPANY, LLC
JOB NO.: 516063.0897
DRAWING DATE: 07/26/2018
DRAWN BY: JMB
CHECKED BY: JMB

REVISIONS
ADDED TRACTS 22-24 - DMS
REVISED TRACT 6; ADDED ±7.06 AC - DMS





LINE TABLE		
LINE TAG	BEARING	DISTANCE
L16	S75°00'00"W	245.80'
L17	S45°00'00"W	2.07'
L18	N90°00'00"W	89.35'
L19	N47°53'02"W	82.86'
L20	S89°47'09"W	30.37'
L21	S11°15'43"W	227.70'
L22	S11°20'11"W	173.69'
L23	S13°40'27"W	53.30'
L24	S25°03'49"W	65.47'
L25	S40°40'39"W	66.38'
L26	S85°55'00"W	78.64'
L27	N74°31'38"W	36.75'
L28	N48°22'11"W	61.28'
L29	N32°19'43"E	20.51'

LINE TABLE		
LINE TAG	BEARING	DISTANCE
L30	N57°33'40"W	20.58'
L31	N18°39'01"E	45.42'
L32	N20°03'10"E	48.56'
L33	N03°45'11"E	72.62'
L34	N66°00'00"E	58.22'
L35	N40°56'32"E	126.64'
L36	N19°19'19"W	95.08'
L37	N43°58'19"E	46.64'
L38	N47°53'02"W	2.00'
L39	N43°58'19"E	47.77'
L40	N23°58'33"E	45.56'
L41	N53°09'08"E	131.06'
L42	N75°39'12"E	22.99'
L43	S52°55'35"E	16.40'

LINE TABLE		
LINE TAG	BEARING	DISTANCE
L44	S59°10'01"E	61.45'
L45	N46°35'01"E	21.57'
L46	S89°38'42"E	61.17'
L47	S29°11'01"E	25.53'
L48	S81°18'00"E	69.68'
L49	S27°54'12"E	95.56'
L50	S38°29'09"E	81.80'
L51	S34°45'19"E	116.38'
L52	S37°58'51"E	22.65'

CURVE TABLE				
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING
C11	181.20'	45°04'41"	142.56'	S73°25'57"W
C12	117.56'	31°27'04"	64.53'	N68°18'11"W
C13	66.40'	53°1'20"	6.40'	N55°20'19"W
C14	92.00'	13°08'59"	21.11'	S66°04'30"E
C15	133.00'	189°42'36"	440.37'	N25°38'42"E
C16	92.00'	49°56'41"	80.20'	N44°14'16"W
C17	990.00'	19°30'38"	337.12'	N09°30'36"W
C18	92.00'	47°30'30"	76.28'	N23°59'58"E
C19	133.00'	120°27'19"	279.61'	N12°28'27"W

CURVE TABLE				
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING
C20	20.50'	78°31'27"	28.10'	S50°31'26"W
C21	20.00'	80°41'54"	28.17'	N08°01'14"W
C22	50.00'	89°53'24"	78.44'	N12°36'58"W
C23	40.00'	76°12'41"	53.21'	N19°27'20"W
C24	50.00'	161°7'59"	14.22'	N11°54'11"E
C25	50.00'	62°14'49"	54.32'	N34°52'36"E
C26	25.00'	25°03'28"	10.93'	N53°28'16"E
C27	30.00'	60°15'52"	31.55'	N10°48'36"E
C28	30.00'	63°17'39"	33.14'	N12°19'30"E

CFB
CLYMER
BARLEY

DATE
03/31/2022
04/13/2022

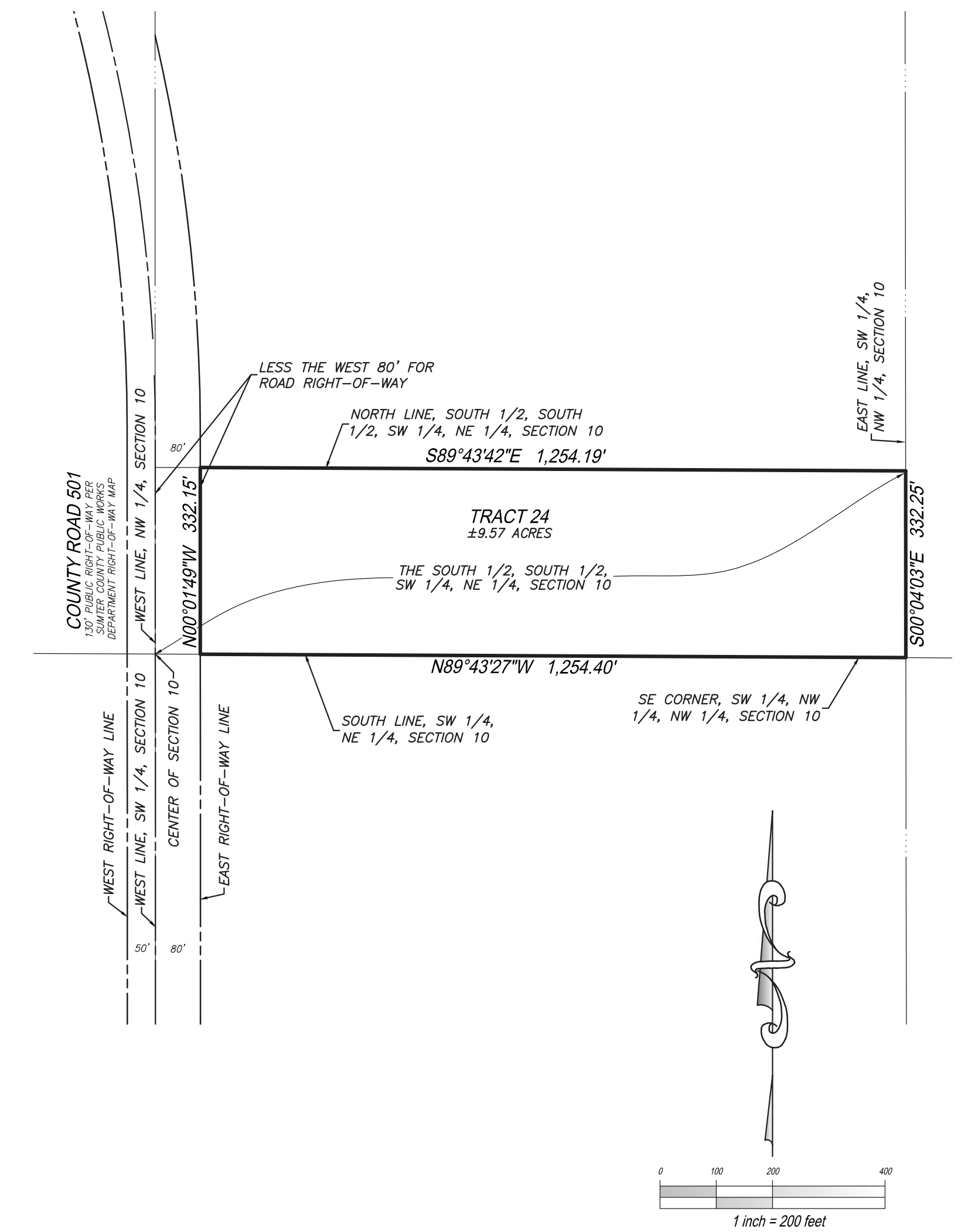
REVISIONS
ADDED TRACTS 22-24 - DMS
REVISED TRACT 6; ADDED ±7.06 AC - DMS

CLIENT: THE VILLAGES LAND COMPANY
JOB NO.: 516063.0897
DRAWING DATE: 07/26/2018
DRAWN BY: DMS
CHECKED BY: JHB

VOSS 9TH AMENDMENT - CHAPTER 163
AREA A - AMENDED AND RESTATED
TOWNSHIP 20 SOUTH, RANGE 22 EAST
TOWNSHIP 20 SOUTH, RANGE 23 EAST
SUNTER COUNTY, FLORIDA

SKETCH OF DESCRIPTION
FOR
THE VILLAGES LAND COMPANY

SHEET 35 OF 36



CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	90.83'	67°40'40"	107.29'	N79°36'29"E	101.16'
C2	288.13'	25°05'53"	126.22'	S85°46'37"E	125.21'
C3	288.13'	85°31'6"	44.77'	N77°33'47"E	44.65'
C4	280.00'	4°44'27"	23.17'	N70°77'11"E	23.16'
C5	220.00'	13°38'27"	52.38'	N74°44'11"E	52.25'
C6	25.00'	90°00'00"	39.27'	S53°26'35"E	35.36'
C7	280.00'	12°52'52"	62.95'	S145°03'02"E	62.82'
C8	223.89'	28°52'15"	112.82'	S41°34'57"E	111.63'
C9	944.63'	9°44'43"	160.67'	N51°08'42"W	160.48'
C10	700.00'	52°12'06"	137.78'	N72°22'24"W	615.93'
C11	280.90'	01°51'46"	6.39'	S81°39'26"W	1.29'

LINE TABLE		
LINE TAG	BEARING	DISTANCE
L1	N72°39'24"E	193.01'
L2	N81°33'25"E	232.81'
L3	S08°26'35"E	45.35'
L4	S21°19'28"E	145.92'
L5	S27°00'57"E	67.60'
L6	S81°31'33"W	26.36'

EXHIBIT 2

LAND USE CONVERSION MATRIX



October 30, 2020

Mr. Martin L. Dzuro
The Villages Land Company, LLC
3619 Kiessel Road
The Villages, Florida 32163

**RE: *The Villages of Southern Oaks*
*Updated Land Use Conversion Table - Revised October 2020***

Dear Martin:

Enclosed with this letter is a revised land use conversion (LUC) table for future use to allow conversion between land uses in The Villages of Southern Oaks development with neutral net trip impact. The revised table has been updated to reflect several new land uses, including those for non-age restricted residential houses and apartments.

The LUC table is based on average PM peak hour trip generation rates in the Institute of Transportation Engineers (ITE) *Trip Generation Manual, 10th Edition*. The table is consistent with previously provided LUC tables for developments within The Villages to allow flexibility in the future as market conditions change.

Below are two example calculations using the LUC table to help understand its application.

If the developer would like to develop 200 non-age restricted single-family dwelling units, for example, the developer would need to reduce the number of Villages single-family dwelling units by 565 to remain trip neutral (using the calculation of 1 non-age restricted single-family dwelling unit is equivalent to 0.354 Villages single-family dwelling units, $200 / 0.354 = 564.97$, or 565 dwelling units). The conversion would result in equivalent roadway impacts based on the most recent analysis for The Villages of Southern Oaks.

If the developer would like to develop 150 non-age restricted single-family dwelling units, for example, the developer would need to reduce the commercial square footage by 38,981 to remain trip neutral (using the calculation of 1,000 square feet of retail is equal to 3.848 non-age restricted single family dwelling units, $150 / 3.848 = 38.981$ ksf, or 38,981 square feet). The conversion would result in equivalent roadway impacts based on the most recent analysis for The Villages of Southern Oaks.

If you have any questions regarding this table or additional calculations, please feel free to contact me.

Sincerely,

Richard R. Barr, AICP
Senior Vice President

Attachment: Land Use Conversion Table, Revised October 2020

Land Use Conversion Table The Villages of West Lake Revised October 2020																						
Land Use Conversion			TO:																	ITE Trip Generation Manual 10 th Edition PM Peak Hour Trip Generation		
			Villages Single-Family Residential	Villages Multi-Family Residential	Community Support District - Single Family	Community Support District - Multi-Family (1-2 stories)	Community Support District - Multi-Family (3+ stories)	Congregate Care / Independent Living Facility	Assisted Living Facility	Nursing Home / Skilled Nursing Facility	Hospital	Medical Office	Research & Development Center	Educational (University / College)	General Office	Commercial / Retail	Hotel	Light Industrial	Government Office			
		Units	DU	DU	DU	DU	DU	DU	Beds	Beds	Beds	KSF	KSF	Students	KSF	KSF	Rooms	KSF	KSF	Land use	ITE Code	Trip Generation Rate
FROM:	Villages Single-Family Residential	DU	1.000	1.750	0.285	0.500	0.636	1.944	1.346	1.591	0.185	0.101	0.714	2.333	0.304	0.092	0.583	0.556	0.205	Villages Single-Family Residential ¹	N/A	T= 0.35 *(X), X is # of Dwelling Units
	Villages Multi-Family Residential	DU	0.571	1.000	0.163	0.286	0.364	1.111	0.769	0.909	0.106	0.058	0.408	1.333	0.174	0.052	0.333	0.317	0.117	Villages Multi-Family Residential ¹	N/A	T= 0.20 *(X), X is # of Dwelling Units
	Community Support District - Single Family	DU	3.514	6.150	1.000	1.757	2.236	6.833	4.731	5.591	0.651	0.355	2.510	8.200	1.070	0.323	2.050	1.952	0.719	Community Support District - Single Family ²	N/A	T= 1.23 *(X), X is # of Dwelling Units
	Community Support District - Multi-Family (1-2 stories)	DU	2.000	3.500	0.569	1.000	1.273	3.889	2.692	3.182	0.370	0.202	1.429	4.667	0.609	0.184	1.167	1.111	0.409	Community Support District - Multi-Family (1-2 stories) ²	N/A	T= 0.70 *(X), X is # of Dwelling Units
	Community Support District - Multi-Family (3+ stories)	DU	1.571	2.750	0.447	0.786	1.000	3.056	2.115	2.500	0.291	0.159	1.122	3.667	0.478	0.144	0.917	0.873	0.322	Community Support District - Multi-Family (3+ stories) ²	N/A	T= 0.55 *(X), X is # of Dwelling Units
	Congregate Care / Independent Living Facility	DU	0.514	0.900	0.146	0.257	0.327	1.000	0.692	0.818	0.095	0.052	0.367	1.200	0.157	0.047	0.300	0.286	0.105	Congregate Care / Independent Living Facility	253	T= 0.18 *(X), X is # of Dwelling Units
	Assisted Living Facility	Beds	0.743	1.300	0.211	0.371	0.473	1.444	1.000	1.182	0.138	0.075	0.531	1.733	0.226	0.068	0.433	0.413	0.152	Assisted Living Facility	254	T= 0.26 *(X), X is # of Beds
	Nursing Home / Skilled Nursing Facility	Beds	0.629	1.100	0.179	0.314	0.400	1.222	0.846	1.000	0.116	0.064	0.449	1.467	0.191	0.058	0.367	0.349	0.129	Nursing Home / Skilled Nursing Facility	620	T= 0.22 *(X), X is # of Beds
	Hospital	Beds	5.400	9.450	1.537	2.700	3.436	10.500	7.269	8.591	1.000	0.546	3.857	12.600	1.643	0.496	3.150	3.000	1.105	Hospital	610	T= 1.89 *(X), X is # of Beds
	Medical Office	KSF	9.886	17.300	2.813	4.943	6.291	19.222	13.308	15.727	1.831	1.000	7.061	23.067	3.009	0.908	5.767	5.492	2.023	Medical Office	720	T= 3.46 *(X), X is 1,000 Square Feet
	Research & Development Center	KSF	1.400	2.450	0.398	0.700	0.891	2.722	1.885	2.227	0.259	0.142	1.000	3.267	0.426	0.129	0.817	0.778	0.287	Research & Development Center	760	T= 0.49 *(X), X is 1,000 Square Feet
	Educational (University / College)	Students	0.429	0.750	0.122	0.214	0.273	0.833	0.577	0.682	0.079	0.043	0.306	1.000	0.130	0.039	0.250	0.238	0.088	Educational (University / College)	550	T= 0.15 *(X), X is # of Students
	General Office	KSF	3.286	5.750	0.935	1.643	2.091	6.389	4.423	5.227	0.608	0.332	2.347	7.667	1.000	0.302	1.917	1.825	0.673	General Office	710	T= 1.15 *(X), X is 1,000 Square Feet
	Commercial / Retail	KSF	10.886	19.050	3.098	5.443	6.927	21.167	14.654	17.318	2.016	1.101	7.776	25.400	3.313	1.000	6.350	6.048	2.228	Commercial / Retail	820	T= 3.81 *(X), X is 1,000 Square Feet
	Hotel	Rooms	1.714	3.000	0.488	0.857	1.091	3.333	2.308	2.727	0.317	0.173	1.224	4.000	0.522	0.157	1.000	0.952	0.351	Hotel	310	T= 0.60 *(X), X is # of Rooms
	Light Industrial	KSF	1.800	3.150	0.512	0.900	1.145	3.500	2.423	2.864	0.333	0.182	1.286	4.200	0.548	0.165	1.050	1.000	0.368	Light Industrial	110	T= 0.63 *(X), X is 1,000 Square Feet
	Government Office	KSF	4.886	8.550	1.390	2.443	3.109	9.500	6.577	7.773	0.905	0.494	3.490	11.400	1.487	0.449	2.850	2.714	1.000	Government Office	730	T= 1.71 *(X), X is 1,000 Square Feet

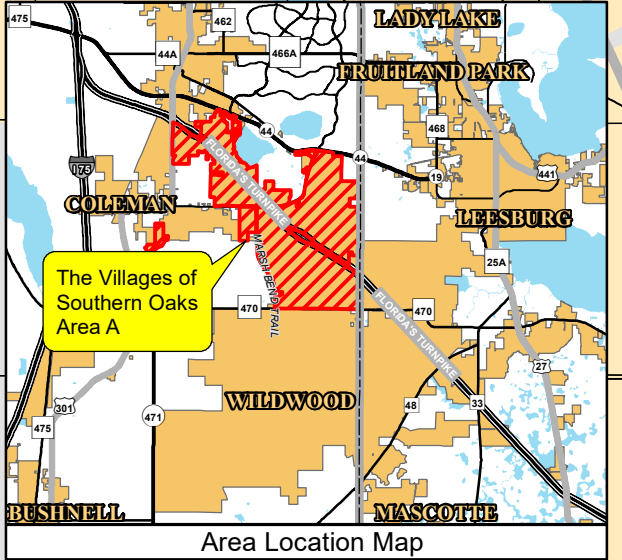
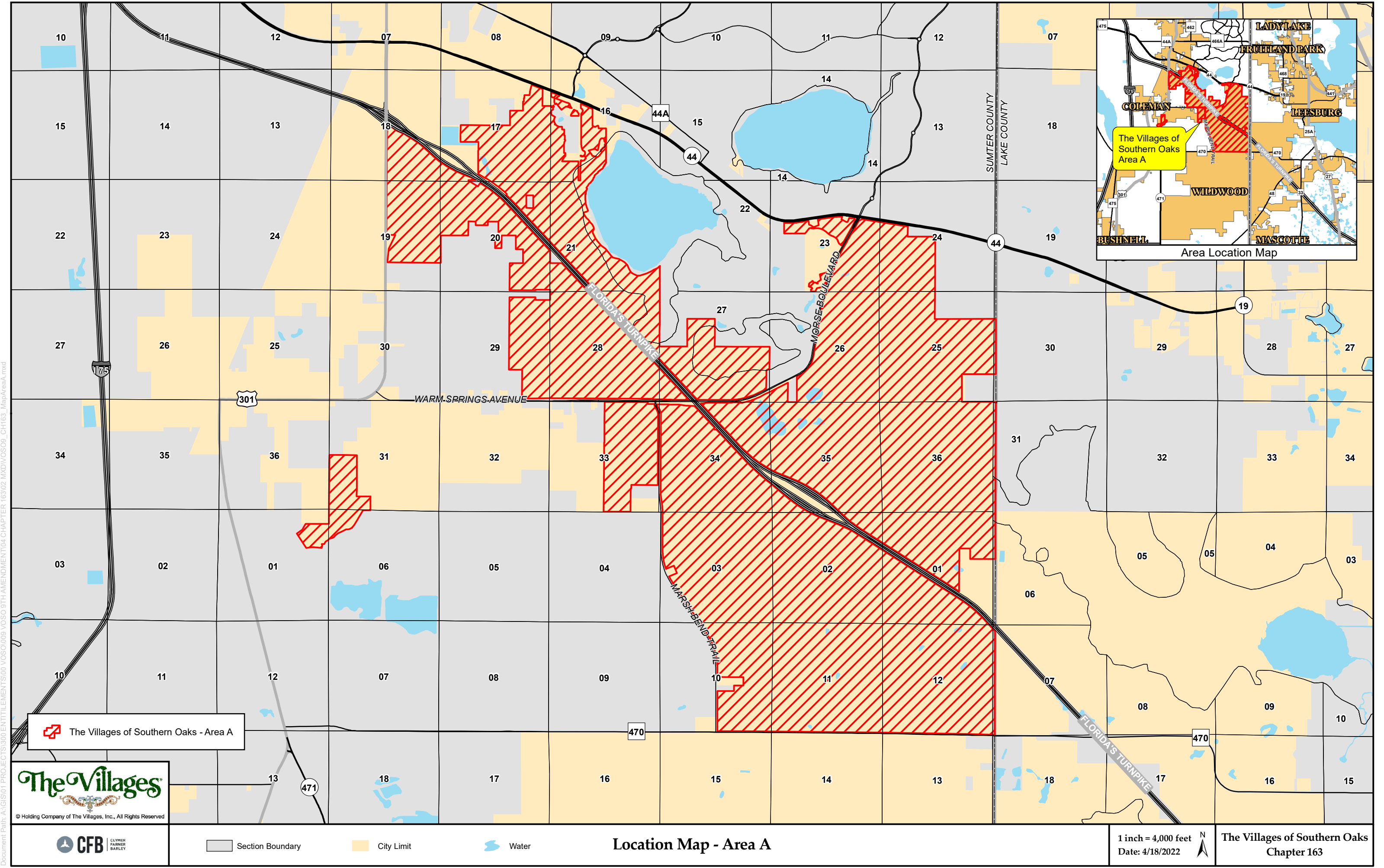
¹ Source: Villages O-D Survey

² The Villages Community Support District (CSD) Adjusted Rate

EXHIBIT 3

AREA A LOCATION MAP

Document Path: A:\GIS\01 PROJECTS\300 ENTITLEMENTS\00 VOSO\009 VOSO 9TH AMENDMENT\04 CHAPTER 163\02 MXD\VOSO9_CH163_MapAreaA.mxd



Section Boundary City Limit Water

Location Map - Area A

1 inch = 4,000 feet
Date: 4/18/2022

The Villages of Southern Oaks
Chapter 163

EXHIBIT 4

PERMITTED USES

PERMITTED USES IN VILLAGES OF SOUTHERN OAKS

1. PURSUANT TO FUTURE LAND USE POLICY 1.5.2:

- a. RESIDENTIAL – SINGLE FAMILY DETACHED, SINGLE FAMILY ATTACHED AND MULTI-FAMILY
- b. NON-RESIDENTIAL – COMMERCIAL, OFFICE (GENERAL AND MEDICAL), ASSISTED LIVING FACILITY, INDEPENDENT LIVING FACILITY, MEMORY CARE, HOSPICE, CCRC, SKILLED NURSING FACILITY, HOTEL, HOSPITAL, RECREATION, GOLF COURSE, GOVERNMENT, INSTITUTIONAL, CIVIC, WASTEWATER AND WATER TREATMENT PLANTS, WELL SITES AND OTHER SIMILAR USES.

2. PURSUANT TO FUTURE LAND USE ELEMENT POLICY 1.5.3:

- a. RESIDENTIAL (AGE RESTRICTED AND NON-AGE RESTRICTED)
- b. COMMERCIAL INCLUDING BUT NOT LIMITED TO RETAIL, OFFICE, HOTEL, CONVENTION/PERFORMING ARTS CENTER AND THEATER, ASSISTED LIVING FACILITY, SKILLED NURSING FACILITY, MEMORY CARE FACILITY
- c. INSTITUTIONAL/EDUCATIONAL/GOVERNMENTAL INCLUDING BUT NOT LIMITED TO COMMUNITY FACILITIES, RECREATION, GOLF COURSE AND MULTI-USE TRAILS
- d. MEDICAL CAMPUS INCLUDING BUT NOT LIMITED TO HOSPITAL, CLINIC, PROFESSIONAL OFFICES, PHARMACY, ASSISTED LIVING FACILITY/SKILLED NURSING FACILITY, HOSPICE AND CCRC FACILITIES

3. PURSUANT TO FUTURE LAND USE ELEMENT POLICY 1.5.5:

- a. RESIDENTIAL (AGE RESTRICTED AND NON-AGE RESTRICTED), OFFICE, COMMERCIAL/RETAIL, HOTEL, MEDICAL, RESEARCH AND DEVELOPMENT, LIGHT INDUSTRIAL, INSTITUTIONAL, EDUCATION, RECREATION, URBAN AGRICULTURE, RECREATIONAL VEHICLE DEVELOPMENT AND OTHER SIMILAR USES AS WELL AS SUPPORTING INFRASTRUCTURE (E.G. ROADS, WATER, SEWER, ETC.)
- b. AGRICULTURAL USES PERMITTED IN THE CITY'S AGRICULTURAL LAND USE AND ZONING. PERMITTED USES MAY INCLUDE BUT ARE NOT LIMITED TO SILVACULTURAL, FARMING AND ANIMAL HUSBANDRY.
- c. MINING (SEE SECTION III(A)3) CONTAINED WITHIN THIS AGREEMENT).

4. TABLE 3-6 OF THE CITY OF WILDWOOD LAND DEVELOPMENT REGULATIONS WHICH LISTS THE PERMITTED USES AND THOSE ALLOWED BY SPECIAL EXCEPTION ONLY (SEE ATTACHED TABLE).

5. TOWERS AND WIRELESS COMMUNICATION SERVICES (SEE SECTION III.(A)4. CONTAINED WITHIN THIS AGREEMENT).

EXHIBIT 5

RESERVED

EXHIBIT 6

KIMLEY-HORN & ASSOCIATES TRAFFIC ANALYSIS



TRAFFIC IMPACT ANALYSIS

Sixth Amendment to The Villages of Southern Oaks

CITY OF WILDWOOD
CHAPTER 163 DEVELOPMENT AGREEMENT ANALYSIS

Prepared for:

The Villages Land Company, LLC

DECEMBER 2019

Prepared by:

Kimley»Horn

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INTRODUCTION

This Traffic Impact Analysis (TIA) is in support of The Villages of Southern Oaks Chapter 163 Development Agreement in the City of Wildwood, Florida. The agreement is to support the Comprehensive Plan Amendment (CPA) for the Sixth Amendment development areas designated as Age-Restricted Development (ARD), which limits the land use to an age-restricted community like The Villages.

The ARD designation will allow for a mix of land uses including residential units, commercial/retail land uses, and office/government land uses. This new development is a continuation of the existing Villages community, which is age-restricted and uniquely characterized by mixed land uses, an abundance of on-site amenities and social/recreational opportunities, and superior travel connectivity for various travel modes throughout the community.

This analysis will forecast traffic impacts for The Villages of Southern Oaks buildout (future total) conditions in Year 2040. **Figure 1** depicts the project location of the Sixth Amendment development areas, along with the previously approved Villages of Southern Oaks areas, and the assumed future (2040) roadway network which includes planned roadways adopted in the Regionally Significant Road Construction Agreement between Sumter County and The Villages Companies. The Regionally Significant Road Construction Agreement dated July 10, 2018, is included in **Appendix A**.

The TIA provided herein is based upon the same procedures established in the approved methodology for the previous Villages of Southern Oaks TIAs. Additionally, the most recent TIA guidelines published by Sumter County and by the City of Wildwood were referenced in developing the TIA, and the methodology used is consistent with previous TIAs conducted for The Villages developments.

Land Uses

Cumulative Approved Future Land Use

A transportation analysis for The Villages of Southern Oaks Sixth Amendment CPA, dated November 7, 2019, was submitted to the City of Wildwood and is included in **Appendix B**. It documents the cumulative allowable land uses for The Villages of Southern Oaks (including the Sixth Amendment development area), as follows:

- 60,449 residential dwelling units
- 1,529,000 square feet of office/governmental use
- 12,278,000 square feet of commercial use

This maximum proposed CPA land use is consistent with the proposed land uses for The Villages of Southern Oaks Chapter 163 Development Agreement areas to be developed by Year 2040.

Development Agreement Land Uses

Due to the size and evolution of development plans for The Villages of Southern Oaks, portions of the development areas have been divided into areas, with each area having a separate Chapter 163 Development Agreement with the City. These development agreement areas are displayed on **Figure 1**. Land uses planned for each of the Villages of Southern Oaks development agreement areas (A, B, and C) are organized as follows:

Area A:

- 25,845 residential dwelling units
- 32,000 square feet of office/governmental use
- 2,504,000 square feet of commercial use

Area B:

- 18,413 residential dwelling units
- 110,000 square feet of office/governmental use
- 2,315,000 square feet of commercial use

Area C:

- 16,191 residential dwelling units
- 80,000 square feet of office/governmental use
- 2,959,000 square feet of commercial use

Cumulatively, the following land uses are being planned for The Villages of Southern Oaks by Year 2040 and were analyzed within this TIA:

- 60,449 residential dwelling units
- 222,000 square feet of office/governmental use
- 7,778,000 square feet of commercial use

Analysis Overview

The purpose of this TIA is to provide an assessment for existing traffic conditions and to project and analyze potential traffic impacts for the Year 2040 buildout.

Aligned with this purpose, weekday PM peak hour traffic conditions were evaluated for conditions in existing, future background (no-build, 2040), and future total (build, 2040) scenarios. The assumptions for each scenario are outlined in the corresponding section.

The Central Florida Regional Planning Model (CFRPMv6), version 6.1, in the Florida Standard Urban Transportation Model Structure (FSUTMS), has been utilized in the analysis. This model is the standard transportation model developed and maintained by the Florida Department of Transportation (FDOT), District Five for Sumter County, Lake County, and adjacent counties in Central Florida. The model contains the most up-to-date network and zonal data outside The Villages of Southern Oaks development area and detailed traffic analysis zone (TAZ) information pertinent to the development areas within the community. Further details of the use of the CFRPM and adjustments made will be discussed later in this analysis.

Residential origin-destination (O-D) surveys for The Villages have been previously conducted. At that time, the methodology and survey forms used were reviewed by local agencies and approved for application in future analyses of The Villages developments. The results of the O-D surveys provided data related to travel characteristics of trips being made by The Villages residents. Residential survey results used in this TIA will be discussed further in appropriate sections of this report. An executive summary of the residential O-D survey analysis results is included in **Appendix C**.

Additionally, a non-residential O-D survey for The Villages was previously conducted. At that time, the methodology was reviewed by FDOT District Five. The results of this survey provided data related to trip characteristics for trips originating from or destined to retail and office uses in The Villages. An executive summary of the non-residential O-D survey analysis results is included in **Appendix D**.

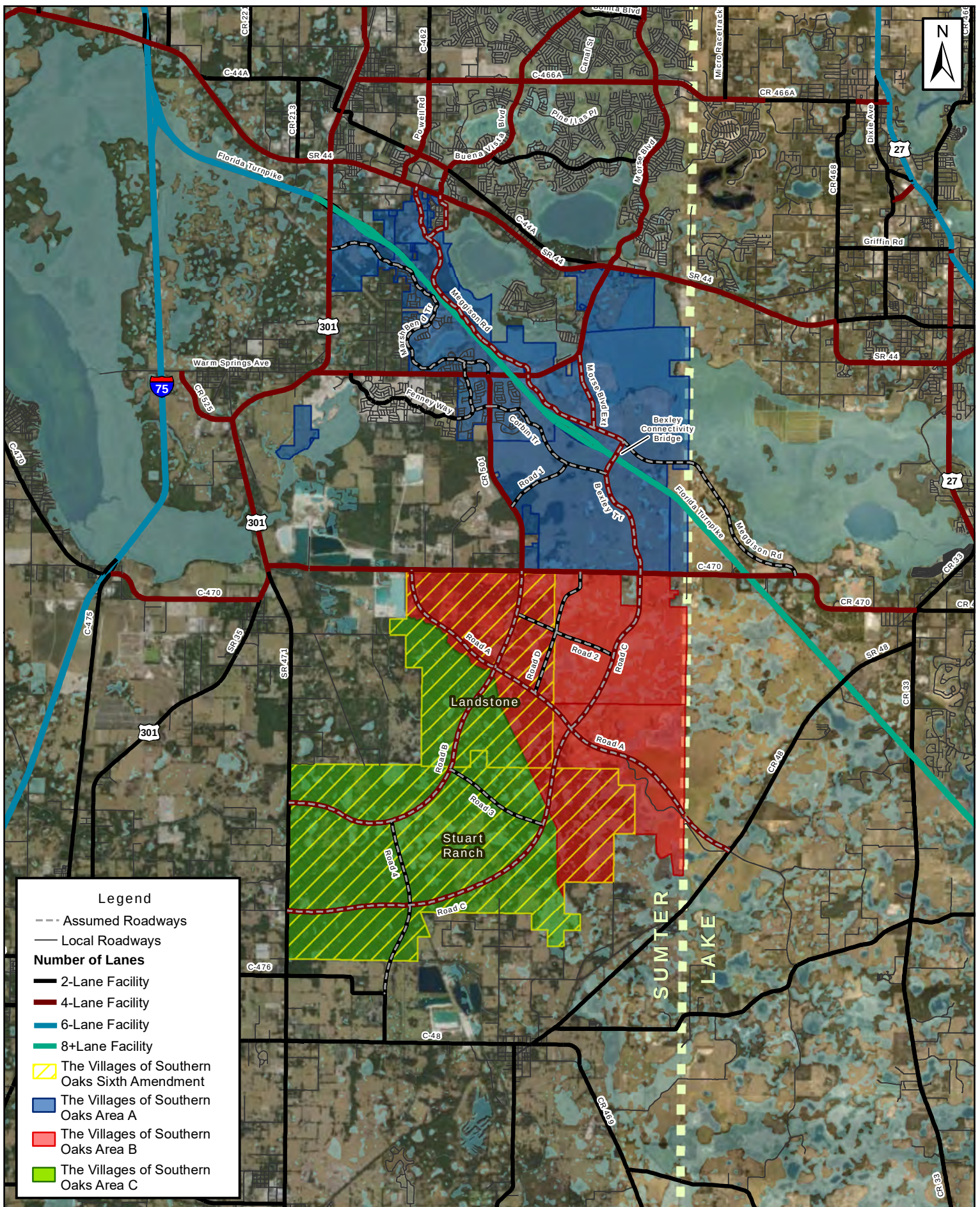


FIGURE 1: PROJECT LOCATION & 2040 ASSUMED NETWORK

EXISTING CONDITIONS

The Villages of Southern Oaks development areas are adjacent to SR 48, CR 468, SR 44, US 301, CR 501, C-470, and SR 471 in Sumter County. Other nearby facilities include Interstate 75 and Florida Turnpike.

Table 1 presents existing roadway network conditions with assumed capacity improvements, including roadway characteristics and the most recently available traffic counts from the FDOT and Sumter County for study area roadway segments. An analysis of existing roadway segments within The Villages of Southern Oaks study area is provided by comparing existing PM hour directional traffic counts to maximum generalized service volumes associated with adopted level of service (LOS) standards. Roadway segments included in the analysis are all segments studied in previous approved The Villages of Southern Oaks studies. The study area was limited to local government facilities in and around the City of Wildwood within Sumter County.

Planned and Programmed Improvements

Throughout the study area roadway network surrounding The Villages of Southern Oaks development area, operational and capacity improvements are programmed in the cost feasible plan of the Lake-Sumter Metropolitan Planning Organization (MPO) and by local governments.

Sumter County is committed to widen CR 468, from US 301 to SR 44, to four lanes. CR 468 has already been widened from two lanes to four lanes between CR 505 and SR 44. West of there, construction is underway to widen CR 468 from two lanes to four lanes between US 301 and CR 505 (2019 completion). This analysis assumes improvements to CR 468 in the future roadway network.

A preliminary engineering study has been conducted for CR 501 between C-470 and CR 468; the recommended alternative from the study was to widen CR 501 from two lanes to four lanes. CR 501, for approximately one mile south of CR 468, is currently under construction to widen from two to four lanes. This analysis assumes improvements to CR 501 in the future roadway network.

The Florida Turnpike, which bisects The Villages of Southern Oaks development area, has funding for design for widening projects in Lake and Sumter Counties from four lanes to eight lanes. Consistent with these Turnpike improvements, this analysis assumes improvements to the Turnpike in the future roadway network.

US 301 is the subject of a project development and environment (PD&E) study and is programmed for construction in the Lake-Sumter MPO Long Range Transportation Plan (LRTP). The limits of the US 301 study segment are C-470W in the south and SR 44 in the north. This analysis assumes improvements to US 301 in the future roadway network.

C-470 will undergo a jurisdictional transfer from a County facility to a FDOT facility. In addition, the widening of C-470, from US 301 to US 27, is included in the Lake-Sumter MPO 2040 Cost Feasible Plan and is currently in the PD&E phase. This analysis assumes improvements to C-470 in the future roadway network.

The extension of Meggison Road from SR 44 to C-470 (previously known as the Buena Vista Boulevard extension) is planned as part of The Villages development plans to also support regional traffic. This analysis assumes the extension of Meggison Road concurrent with The Villages of Southern Oaks development. Four lanes are currently being planned for the new roadway from SR 44 to the Bexley Connectivity Bridge, and two lanes from the Bexley Connectivity Bridge to C-470.

In addition to the assumptions above, the City of Wildwood envisions a connected roadway network south of C-470 as shown on **Figure 1**. Consistent with the City's vision, this analysis assumes these new facilities in the assumed future (2040) roadway network.

Table 1: Existing Conditions Analysis

Roadway		Adopted LOS Standard	# Lanes Committed / Assumed	PM PHPD Max. Service Volume	Existing PM PHPD Analysis							
From	To				Count Year	AADT	K Factor	D Factor	Pk Dir	NB/EB	SB/WB	Deficient?
WARM SPRINGS AV / CR 468												
^{1,2} US 301 / SR 35	CR 513	D	4	1,860	2019	10,393	0.09	0.51	W	438	452	No
^{1,2} CR 513	FENNEY WAY	D	4	1,860	2019	9,844	0.09	0.54	W	419	495	No
^{1,2} FENNEY WAY	CR 501	D	4	1,860	2019	9,844	0.09	0.54	W	419	495	No
^{1,2} CR 501	SR 91 / FLORIDA TURNPIKE	D	4	1,860	2019	10,996	0.09	0.51	E	501	473	No
^{1,2} SR 91 / FLORIDA TURNPIKE	MEGGISON RD EXTENSION	D	4	1,860	2019	13,344	0.09	0.53	E	639	573	No
^{1,2} MEGGISON RD EXTENSION	NORTH CARTER ACCESS	D	4	1,860	2019	13,344	0.09	0.53	E	639	573	No
^{1,2} NORTH CARTER ACCESS	SANDALWOOD DR	D	4	1,860	2019	13,344	0.09	0.53	E	639	573	No
^{1,2} SANDALWOOD DR	SR 44	D	4	1,860	2019	13,344	0.09	0.53	E	639	573	No
MORSE BLVD												
² C-466A	SR 44	D	4	1,860	2019	16,307	0.10	0.53	S	752	836	No
CR 501												
¹ WARM SPRINGS AV	BIGHAM NORTH ACCESS	D	4	1,467	2019	6,291	0.09	0.57	N	338	254	No
¹ BIGHAM NORTH ACCESS	BIGHAM SOUTH ACCESS	D	4	1,467	2019	6,291	0.09	0.57	N	338	254	No
¹ BIGHAM SOUTH ACCESS	CR 500	D	4	1,467	2019	6,291	0.09	0.57	N	338	254	No
¹ CR 500	C-470E	D	4	1,467	2015	2,581	0.09	0.55	N	128	105	No
CR 470												
¹ US 301 / SR 35	NE 50TH WAY	D	4	2,000	2017	7,740	0.09	0.55	W	313	383	No
¹ NE 50TH WAY	CR 501	D	4	2,000	2019	9,939	0.08	0.56	W	345	443	No
¹ CR 501	LAKE COUNTY LINE	D	4	2,000	2019	10,669	0.09	0.55	W	407	504	No
CR 48												
C-476	CR 567	D	2	666	2019	7,150	0.10	0.54	W	317	370	No
CR 567	CR 569 / NORTH AV	D	2	792	2019	6,051	0.09	0.54	W	253	294	No
CR 569 / NORTH AV	LAKE COUNTY LINE	D	2	792	2017	5,965	0.09	0.55	W	242	295	No
C-476												
C-476A / JASPER ST	SR 471	D	2	675	2017	2,595	0.09	0.55	E	128	105	No
MEGGISON RD EXTENSION												
^{1,2} SR 44	CR 468	D	4	1,860			0.09	0.55	S	-	-	No
^{1,2} CR 468	TURNPIKE OVERPASS	D	4	1,860			0.09	0.55	S	-	-	No
^{1,2} TURNPIKE OVERPASS	C-470	D	2	880			0.09	0.55	N	-	-	No
MORSE BLVD EXTENSION												
¹ WARM SPRINGS AV	MEGGISON RD	D	4	1,860			0.09	0.55	S	-	-	No
MARSH BEND TRL												
¹ US 301	CORBIN TRL	D	2	880			0.09	0.55	N	-	-	No
¹ CORBIN TRL	CR 501	D	2	880			0.09	0.55	N	-	-	No
FENNEY WAY												
¹ WARM SPRINGS AV	CORBIN TRL	D	2	880			0.09	0.55	W	-	-	No
CORBIN TRL												
¹ MARSH BEND TRL	WARM SPRINGS AV	D	2	880			0.09	0.55	S	-	-	No
¹ WARM SPRINGS AV	FENNEY WAY	D	2	880			0.09	0.55	S	-	-	No
¹ FENNEY WAY	CR 501	D	2	880			0.09	0.55	N	-	-	No
¹ CR 501	ROAD C	D	2	880			0.09	0.55	S	-	-	No
BEXLEY CONNECTIVITY BRIDGE (TURNPIKE OVERPASS)												
¹ MEGGISON RD	CORBIN TRL	D	4	1,860			0.09	0.55	N	-	-	No
BEXLEY TRL												
¹ BRIDGE	C-470	D	4	1,860			0.09	0.55	N	-	-	No
ROAD A												
¹ C-470	ROAD B	D	4	1,860			0.09	0.55	E	-	-	No
¹ ROAD B	ROAD C	D	4	1,860			0.09	0.55	E	-	-	No
¹ ROAD C	CR 48	D	4	1,860			0.09	0.55	E	-	-	No
ROAD B												
¹ C-470	ROAD A	D	4	1,860			0.09	0.55	S	-	-	No
¹ ROAD A	ROAD 3	D	4	1,860			0.09	0.55	S	-	-	No
¹ ROAD 3	ROAD 4	D	4	1,860			0.09	0.55	S	-	-	No
¹ ROAD 4	SR 471	D	4	1,860			0.09	0.55	S	-	-	No
ROAD C												
¹ C-470	ROAD 2	D	4	1,860			0.09	0.55	S	-	-	No
¹ ROAD 2	ROAD A	D	4	1,860			0.09	0.55	S	-	-	No
¹ ROAD A	ROAD 3	D	4	1,860			0.09	0.55	S	-	-	No
¹ ROAD 3	ROAD 4	D	4	1,860			0.09	0.55	S	-	-	No
¹ ROAD 4	SR 471	D	4	1,860			0.09	0.55	S	-	-	No
ROAD D												
¹ C-470	ROAD A	D	2	880			0.09	0.55	N	-	-	No

Notes¹ Committed / Assumed / LRTP Improvement

² Link capacity based on report FHWA-RD-00-67 for corridors with roundabout control through Villages access corridors.

THE VILLAGES OF SOUTHERN OAKS TRAFFIC

This analysis quantifies the impacts of The Villages of Southern Oaks (including the Sixth Amendment development area) on the assumed future (2040) roadway network. To assess the potential impacts, the analysis includes the estimated number of trips that the proposed development is expected to generate; an estimation of the split between those expected to remain internal to The Villages of Southern Oaks and existing The Villages and those expected to travel to and from areas external to The Villages community; and the expected directional distribution and assignment of project trips to the surrounding roadway network.

Proposed Land Uses

The land use densities currently envisioned by Year 2040 for The Villages of Southern Oaks are listed below.

Future Total (Build 2040) Land Use

The cumulative future total (2040) proposed land uses for The Villages of Southern Oaks (including the Sixth Amendment development area) is shown below:

- 60,449 residential dwelling units
- 222,000 square feet of office/governmental use
- 7,778,000 square feet of commercial use

Trip Generation

For each district of The Villages of Southern Oaks development area, trip generation is based on the measured rate for age-restricted residential dwelling units in The Villages, which was determined in the approved Origin-Destination (O-D) survey conducted in prior developments. Including both home-based and non-home-based trips, The Villages measured PM peak hour residential trip generation rate for vehicular travel is 0.35 trips per dwelling unit. Consistent with previous methodologies, trip generation rates and equations from the latest edition of the Institute of Transportation Engineer's (ITE) *Trip Generation Manual* are used to estimate trip generation for each non-residential use. A 19.5% golf cart trip reduction was applied for non-residential (office/government and commercial) trips per O-D data.

A summary of the future total (2040) estimated trip generation for uses for The Villages of Southern Oaks (including the Sixth Amendment development area) is provided in **Table 2**.

Table 2: Future Total (2040) Trip Generation Summary

PM Peak Hour	Land Use	ITE LUC	Size	Units	Trip Rate	PM Peak Hour Trip Generation				
						Total	In	Out		
	Area A									
	Villages Residential ¹	-	25,845	DU	0.35	9,046	63%	5,699	37%	3,347
	Office/Government ²	710	32	KSF	1.21	39	16%	6	84%	33
	Commercial ²	820	2,504	KSF	2.35	5,884	48%	2,824	52%	3,060
	VOSO A Trips					14,969	8,529	6,440		
	Area B									
	Villages Residential ¹	-	18,413	DU	0.35	6,445	63%	4,060	37%	2,385
	Office/Government ²	710	110	KSF	1.13	124	16%	20	84%	104
	Commercial ²	820	2,315	KSF	2.40	5,556	48%	2,667	52%	2,889
	VOSO B Trips					12,125	6,747	5,378		
	Area C									
	Villages Residential ¹	-	16,191	DU	0.35	5,667	63%	3,570	37%	2,097
	Office/Government ²	710	80	KSF	1.15	92	16%	15	84%	77
	Commercial ²	820	2,959	KSF	2.25	6,658	48%	3,196	52%	3,462
	VOSO C Trips					12,417	6,781	5,636		
	TOTAL									
	Villages Residential ¹	-	60,449	DU	-	21,158	13,329		7,829	
	Office/Government ²	710	222	KSF	-	255	41		214	
	Commercial ²	820	7,778	KSF	-	18,098	8,687		9,411	
	Total Generated Trips					39,511	22,057		17,454	
Non-Residential Golf Cart Trip Reduction	19.5%				3,579	1,702		1,877		
Net New External Trips					35,932	20,355		15,577		

Notes: ¹Vehicle trip rate for Villages Residential based on O-D survey

²Vehicle trip rate for non-residential uses based on fitted equation per procedures published in ITE Trip Generation Handbook, 10th Edition

Internal/External Split

Internal capture rates, based on the approved Villages O-D surveys, are utilized in this analysis to quantify the interrelationship between land uses within The Villages community. The measured Villages internal capture rate for residential trips is 74.8 percent for all modes of travel and 63.9 percent for automobiles. The Villages internal capture rate for non-residential trips is 75.4 percent for all modes of transportation and 69.7 percent for automobiles only. The high internalization of trips is consistent with large communities and especially true for The Villages due to the mixed uses and abundance of on-site amenities. Shorter trip lengths are also a characteristic of the retirement population and are reflected in past studies and analyses for The Villages, both because of convenience and because of a connected network for alternative travel modes.

The internal/external split of The Villages project trips was simulated in the CFRPMv6.1 FDOT, District Five modeling run by factoring the O-D trip table to the O-D survey splits prior to the trip assignment process. Specifically, the unadjusted trip tables generated by the model were factored to simulate 65% trip capture within The Villages zones located both north and south of SR 44.

Trip Distribution and Assignment

Trip distribution of uses for The Villages of Southern Oaks (including the Sixth Amendment development area) project trips is based on the adopted CFRPMv6.1 with a more detailed traffic analysis zone (TAZ) structure for The Villages. Consistent with previous CPAs and TIAs conducted for The Villages community, results from the modeled O-D trip table was factored to account for observed trip generation and trip capture behavior from O-D surveys. **Figure 2** displays The Villages of Southern Oaks (including the Sixth Amendment development area) 2040 project percent trip distribution on the study area roadway network based on the CFRPM model run for the corresponding conditions.

Model documentation and electronic files will be provided to review agencies upon request, including a description of O-D trip table factoring for The Villages trips to simulate the anticipated internal/external split of project trips from the previous O-D surveys. **Figure 3** displays The Villages of Southern Oaks (including the Sixth Amendment development area) 2040 project trips expected on the study area roadway segments.

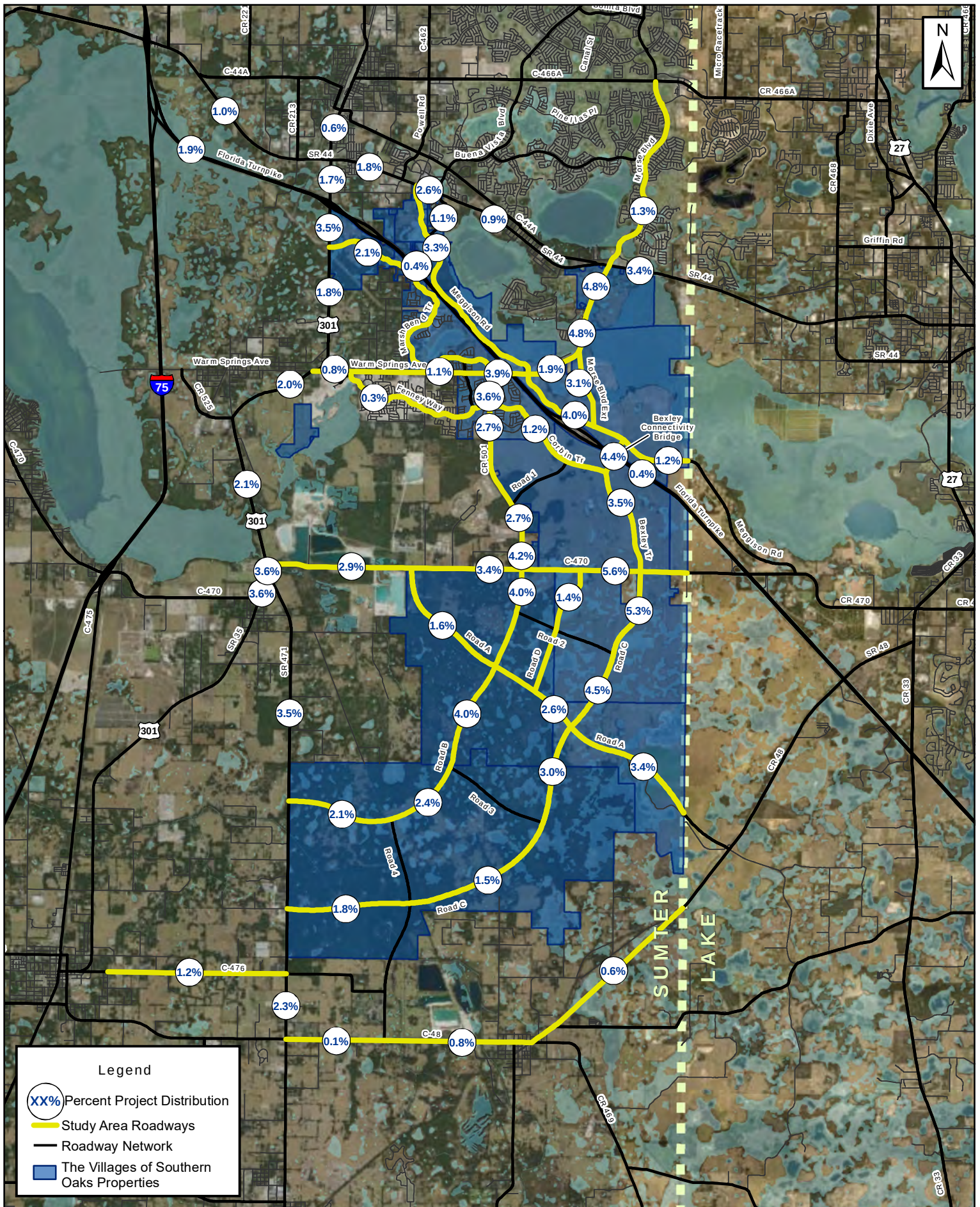


FIGURE 2: 2040 PERCENT TRIP DISTRIBUTION & STUDY AREA

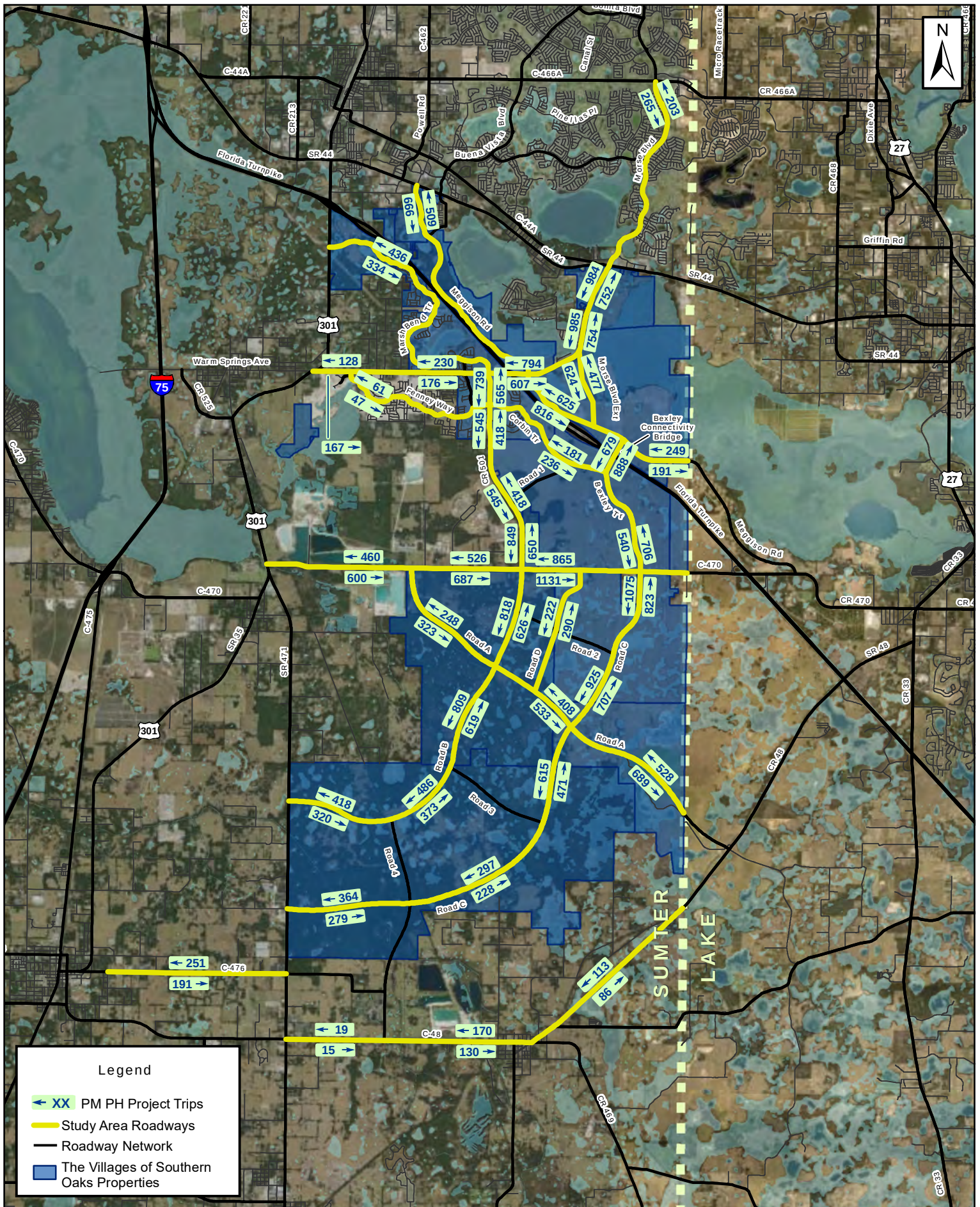


FIGURE 3: 2040 PROJECT PM PEAK HOUR VOLUMES

FUTURE CONDITIONS

Future traffic volumes include both the project-generated traffic and the projected background traffic on the assumed future (2040) roadway network. Background traffic is expected from area growth not including The Villages of Southern Oaks development. Background traffic also accounts for future shifting of non-project trips to future roadways.

Future Background (2040) Traffic

Three sources were referenced to determine reasonable background traffic growth for future conditions analyses: historical traffic trends, travel demand model traffic growth projections, and projected regional population growth.

Historical AADT volumes from FDOT's most recent Florida Traffic Information (FTI) 2017 website were reviewed for the FDOT study area roadways. Linear regression was applied to AADT volumes from 2013 to 2017 to determine the historical growth rate on each roadway segment. Historical AADT volumes from Lake-Sumter MPO's 2017 Annual Traffic Counts were reviewed for county study area roadways. Linear regression was applied to AADT volumes from 2013 to 2017 to determine the historical growth rate on each roadway segment.

Due to the expansion of Meggison Road from SR 44 to CR 470, some background traffic is expected to shift to the future facility from other parallel facilities. Additionally, new roads envisioned in the City of Wildwood's LRTP are also expected to carry future traffic which shifts from existing facilities. This shifting of traffic is not accounted for in the historical trend projections. Additionally, the historical trends projections may not accurately reflect traffic volumes from the previously-approved communities within The Villages. Therefore, background traffic growth indicated in CFRPMv6 model runs was also reviewed to evaluate the expected growth rate on roadways within The Villages of Southern Oaks study area. Long-term annualized model volume growth rates were determined between the Year 2017 No-Build scenario (no previously-approved Villages Community south of SR 44 or The Villages of Southern Oaks development and no Meggison Road extension) and the background volume in the 2040 Build scenario (with previously-approved Villages Community south of SR 44 and The Villages of Southern Oaks development, with full Meggison Road extension and the cost feasible network).

The University of Florida's Bureau of Economic and Business Research (BEBR) analyzes population growth trends in counties throughout the state, along with other statistical metrics. According to the most recent BEBR population projections, population growth in the area is expected to range between 0.19% and 5.15% annually between 2017 and 2045. In an effort to determine a reasonable background growth rate for the study area, the medium BEBR growth rates for Lake County and Marion County were averaged. The Sumter County growth rates were excluded from consideration of regional background growth because they include The Villages development; applying these growth rates to the background traffic projections would have resulted in redundancy when project trips were added to the network. The averaged BEBR medium projection for Lake County and Sumter County is used to verify reasonableness of growth rates.

Once growth rates from the three methodologies were compared for each of the roadway segments, they were compared to the calculated growth rate from peak hour buildout volumes forecasted in the most recent, previously approved The Villages of Southern Oaks TIA. A reasonable rate was then selected to project background traffic for the future background (2040) analysis. A summary of the background growth rate data for each condition is included in **Appendix E**.

Table 3 shows future background (2040) traffic PM peak hour directional analysis for roadway segments within The Villages of Southern Oaks study area.

Future Total (2040) Traffic

As also shown in **Table 3**, future total (2040) traffic is calculated by adding The Villages of Southern Oaks (including the Sixth Amendment development area) traffic to the projected future background (2040) traffic volumes on each study area roadway segment. **Figure 4** depicts the 2040 PM peak hour total vehicle volumes on the assumed future (2040) roadway network.

Conclusion

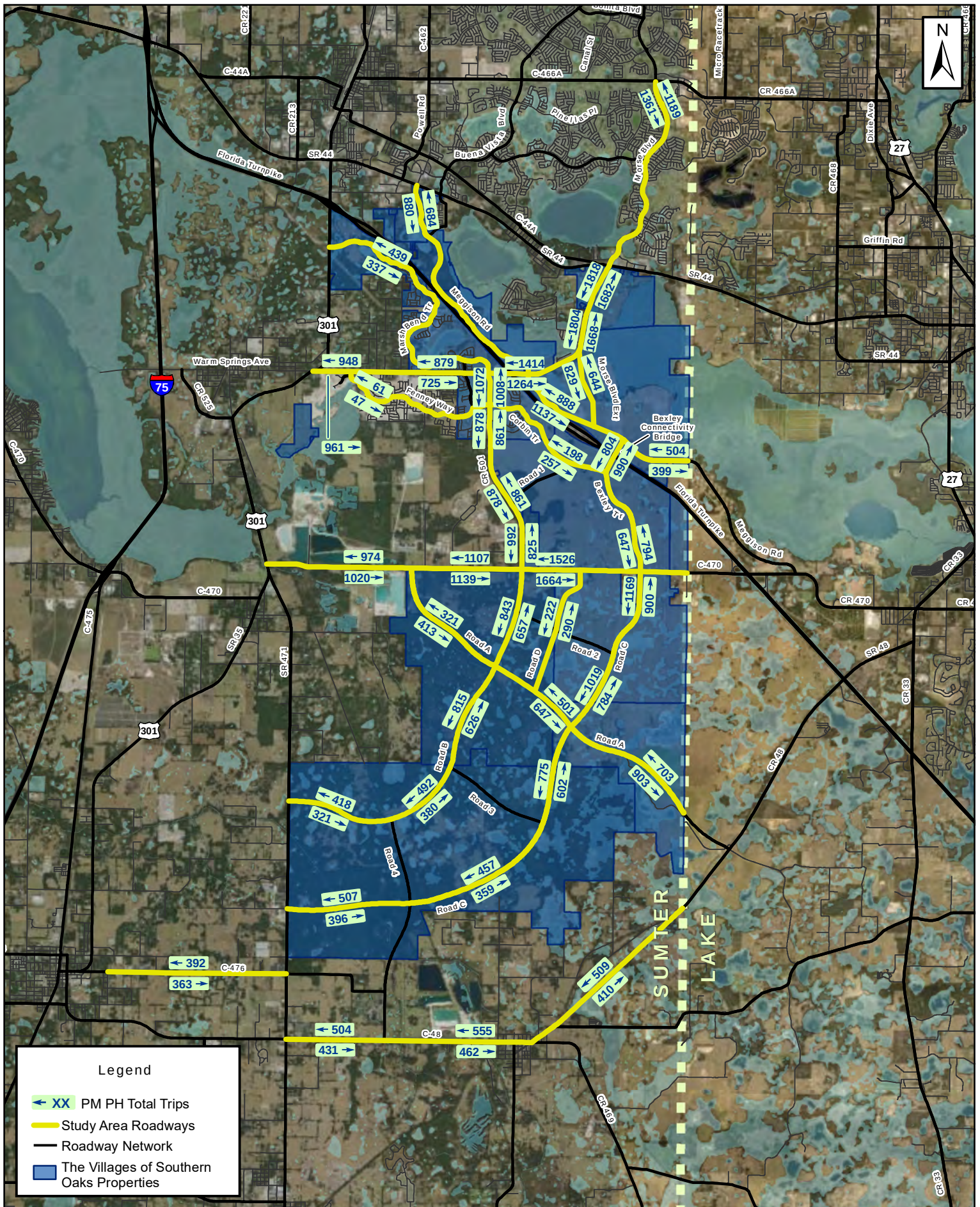
The Villages of Southern Oaks future total (2040) traffic analysis shows that the projected traffic associated with the current proposed development program is not expected to adversely impact any study area roadway segments which are not already planned for improvements. New planned facilities in the study area are projected to provide local and regional access for the planned Villages growth while also providing additional capacity and connectivity for background traffic in the area. Partnerships and monitoring of the impacts of development will continue to occur to identify actual roadway needs in the future.

Table 3: 2040 Future Conditions Analysis

Roadway		Adopted LOS Standard	# Lanes Committed / Assumed	PM PHPD Max. Service Volume	Background PM PHPD Analysis				Project PM PHPD Analysis				Total PM PHPD Analysis		
From	To				Annual Growth Rate	Year = 2040		Deficient?	IN = 20,355		OUT = 15,577		NB/EB	SB/WB	Deficient?
						NB/EB	SB/WB		Trip Distrib	Proj Pk Dir	NB/EB	SB/WB			
WARM SPRINGS AV / CR 468															
^{1, 2} US 301 / SR 35	CR 513	D	4	1,860	3.87%	794	820	No	0.82%	E	167	128	961	948	No
^{1, 2} CR 513	FENNEY WAY	D	4	1,860	1.48%	549	649	No	1.13%	W	176	230	725	879	No
^{1, 2} FENNEY WAY	CR 501	D	4	1,860	1.59%	559	660	No	0.68%	W	105	138	664	798	No
^{1, 2} CR 501	SR 91 / FLORIDA TURNPIKE	D	4	1,860	1.48%	657	620	No	3.90%	W	607	794	1,264	1,414	No
^{1, 2} SR 91 / FLORIDA TURNPIKE	MEGGISON RD EXTENSION	D	4	1,860	1.48%	838	751	No	3.90%	W	607	793	1,445	1,544	No
^{1, 2} MEGGISON RD EXTENSION	NORTH CARTER ACCESS	D	4	1,860	1.48%	838	751	No	1.95%	W	304	396	1,142	1,147	No
^{1, 2} NORTH CARTER ACCESS	SANDALWOOD DR	D	4	1,860	2.05%	914	819	No	4.84%	W	754	985	1,668	1,804	No
^{1, 2} SANDALWOOD DR	SR 44	D	4	1,860	2.17%	930	834	No	4.83%	W	752	984	1,682	1,818	No
MORSE BLVD															
² C-466A	SR 44	D	4	1,860	1.48%	986	1,096	No	1.30%	S	203	265	1,189	1,361	No
CR 501															
¹ WARM SPRINGS AV	BIGHAM NORTH ACCESS	D	4	1,467	1.48%	443	333	No	3.63%	S	565	739	1,008	1,072	No
¹ BIGHAM NORTH ACCESS	BIGHAM SOUTH ACCESS	D	4	1,467	1.48%	443	333	No	2.68%	S	418	545	861	878	No
¹ BIGHAM SOUTH ACCESS	CR 500	D	4	1,467	1.48%	443	333	No	2.68%	S	418	545	861	878	No
¹ CR 500	C-470E	D	4	1,467	1.48%	175	143	No	4.17%	S	650	849	825	992	No
CR 470															
¹ US 301 / SR 35	NE 50TH WAY	D	4	2,000	1.48%	420	514	No	2.95%	E	600	460	1,020	974	No
¹ NE 50TH WAY	CR 501	D	4	2,000	1.48%	452	581	No	3.38%	E	687	526	1,139	1,107	No
¹ CR 501	LAKE COUNTY LINE	D	4	2,000	1.48%	533	661	No	5.56%	E	1,131	865	1,664	1,526	No
CR 48															
C-476	CR 567	D	2	666	1.48%	416	485	No	0.09%	W	15	19	431	504	No
CR 567	CR 569 / NORTH AV	D	2	792	1.48%	332	385	No	0.83%	W	130	170	462	555	No
CR 569 / NORTH AV	LAKE COUNTY LINE	D	2	792	1.48%	324	396	No	0.55%	W	86	113	410	509	No
C-476															
C-476A / JASPER ST	SR 471	D	2	675	1.48%	172	141	No	1.23%	W	191	251	363	392	No
MEGGISON RD EXTENSION															
^{1, 2} SR 44	CR 468	D	4	1,860	0.00%	175	214	No	3.27%	S	509	666	684	880	No
^{1, 2} CR 468	TURNPIKE OVERPASS	D	4	1,860	0.00%	263	321	No	4.01%	S	625	816	888	1,137	No
^{1, 2} TURNPIKE OVERPASS	C-470	D	2	880	0.00%	255	209	No	1.22%	N	249	191	504	399	No
MORSE BLVD EXTENSION															
¹ WARM SPRINGS AV	MEGGISON RD	D	4	1,860	0.00%	167	205	No	3.06%	S	477	624	644	829	No
MARSH BEND TRL															
¹ US 301	CORBIN TRL	D	2	880	0.00%	3	3	No	2.14%	N	436	334	439	337	No
¹ CORBIN TRL	CR 501	D	2	880	0.00%	3	3	No	1.89%	S	294	385	297	388	No
FENNEY WAY															
¹ WARM SPRINGS AV	CORBIN TRL	D	2	880	0.00%	0	0	No	0.30%	W	47	61	47	61	No
CORBIN TRL															
¹ MARSH BEND TRL	WARM SPRINGS AV	D	2	880	0.00%	0	0	No	0.21%	S	33	43	33	43	No
¹ WARM SPRINGS AV	FENNEY WAY	D	2	880	0.00%	3	4	No	0.24%	S	38	49	41	53	No
¹ FENNEY WAY	CR 501	D	2	880	0.00%	23	28	No	0.46%	N	94	72	117	101	No
¹ CR 501	ROAD C	D	2	880	0.00%	17	21	No	1.16%	S	181	236	198	257	No
BEXLEY CONNECTIVITY BRIDGE (TURNPIKE OVERPASS)															
¹ MEGGISON RD	CORBIN TRL	D	4	1,860	0.00%	102	125	No	4.36%	N	888	679	990	804	No
BEXLEY TRL															
¹ BRIDGE	C-470	D	4	1,860	0.00%	88	108	No	3.47%	N	706	540	794	647	No
ROAD A															
¹ C-470	ROAD B	D	4	1,860	0.00%	90	73	No	1.59%	E	323	248	413	321	No
¹ ROAD B	ROAD C	D	4	1,860	0.00%	114	93	No	2.62%	E	533	408	647	501	No
¹ ROAD C	CR 48	D	4	1,860	0.00%	214	175	No	3.39%	E	689	528	903	703	No
ROAD B															
¹ C-470	ROAD A	D	4	1,860	0.00%	31	25	No	4.02%	S	626	818	657	843	No
¹ ROAD A	ROAD 3	D	4	1,860	0.00%	7	5	No	3.98%	S	619	809	626	815	No
¹ ROAD 3	ROAD 4	D	4	1,860	0.00%	7	5	No	2.39%	S	373	486	380	492	No
¹ ROAD 4	SR 471	D	4	1,860	0.00%	1	0	No	2.05%	S	320	418	321	418	No
ROAD C															
¹ C-470	ROAD 2	D	4	1,860	0.00%	77	95	No	5.28%	S	823	1,075	900	1,169	No
¹ ROAD 2	ROAD A	D	4	1,860	0.00%	77	95	No	4.54%	S	707	925	784	1,019	No
¹ ROAD A	ROAD 3	D	4	1,860	0.00%	131	160	No	3.02%	S	471	615	602	775	No
¹ ROAD 3	ROAD 4	D	4	1,860	0.00%	131	160	No	1.46%	S	228	297	359	457	No
¹ ROAD 4	SR 471	D	4	1,860	0.00%	117	144	No	1.79%	S	279	364	396	507	No
ROAD D															
¹ C-470	ROAD A	D	2	880	0.00%	0	0	No	1.42%	N	290	222	290	222	No

Notes: ¹ Committed / Assumed / LRTP Improvement

² Link capacity based on report FHWA-RD-00-67 for corridors with roundabout control through Villages access corridors.



APPENDICES

Appendix A:
Regionally Significant Road
Construction Agreement between
Sumter County and The Villages
Companies (July 10, 2018)

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: **Regionally Significant Road Construction Agreement between Sumter County and The Villages® Companies**

REQUESTED ACTION: **Staff Recommends Approval of the Resolution and Agreement**

Meeting Type: Regular Meeting **DATE OF MEETING:** 7/10/2018

CONTRACT: ☐ N/A Vendor/Entity: The Villages Companies
Effective Date: 7/10/2018 Termination Date: _____
Managing Division / Dept: Choose a division/department.

BUDGET IMPACT: Each Regional Roadway Segment will have a separate budget as the projects move forward

FUNDING SOURCE: Road Impact Fees / Gas Taxes / Other Revenue

Type: N/A **EXPENDITURE ACCOUNT:** _____

HISTORY/FACTS/ISSUES:

The Regionally Significant Road Construction Agreement between Sumter County and The Villages® Companies and the associated resolution commits funding over a 30-year period to sustain the continued development in and around The Villages® development consistent with the resolution encouraging continued development of this community south of SR 44.

The Villages® Companies' Selected Obligations:

- a. Develop 4th Town Center in Sumter County
- b. Develop The Villages of Southern Oaks as a mixed-use community
- c. Establish design standards for The Villages of Southern Oaks
- d. Design, permit and build future new regional roadway segments noted in Exhibits A & B

Sumter County's Selected Obligations:

- a. Reimburse The Villages® Companies for the construction expenditures of the future new regional roadway segments noted in Exhibits A & B
- b. Design, permit and build future county regional roadway segments noted (CR 501 Phase II and CR 525E Phases II and III)
- c. Hold harmless The Villages® Companies for the future widening of US 301 from SR 44 to C-470 and the future widening of C-470 from US 301 to the Lake County line

Prepared by: **Bradley Arnold**

Grammarly Check ☒

APPROVED

RESOLUTION 2018-43

July 10, 2018

SUMTER COUNTY RESOLUTION NO. 2018-43

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF SUMTER COUNTY, FLORIDA, AUTHORIZING A REGIONALLY SIGNIFICANT ROAD CONSTRUCTION AGREEMENT BY AND BETWEEN THE COUNTY AND THE VILLAGES COMPANIES FOR THE PURPOSE OF CONSTRUCTION OF REGIONALLY SIGNIFICANT ROADS; PROVIDING FOR PAYMENT AND REIMBURSEMENT OF CONSTRUCTION COSTS WITH A COVENANT TO BUDGET AND APPROPRIATE NON-AD VALOREM REVENUES OR ADDITIONAL AVAILABLE REVENUES; AUTHORIZING THE PROPER OFFICERS OF THE COUNTY TO DO ALL OTHER THINGS DEEMED NECESSARY OR ADVISABLE IN CONNECTION WITH THE AGREEMENT; PROVIDING ASSURANCES, PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Sumter County is a political subdivision of the State of Florida and is authorized to construct and maintain roads and highways; and

WHEREAS, Sumter County's constitutional home rule powers, the Florida Transportation Code (Chapters 334-339 and other provisions of the Florida Statutes as established in Section 334.01) and other applicable law including, but not necessarily limited to Chapter 125, Florida Statutes, invest authority over the county road system to Sumter County; and

WHEREAS, the Board of County Commissioners of Sumter County desires to accomplish and implement sound transportation planning and provide a sound transportation system for the benefit of its citizens, and

WHEREAS, the safe, efficient and uninterrupted transportation of people and property from place to place in Sumter County is a matter of great concern to the people of Sumter County and is necessary to ensure the smooth operation of commerce and other activities within Sumter County; and

WHEREAS, Sumter County entered into that certain Regionally Significant Road Construction Agreement with The Villages Companies (the Agreement) for the design, permitting and construction of Future New Regional Roadway Segments, as that term is defined in the Agreement, and the Agreement is attached hereto as Exhibit A;

WHEREAS, The Villages Companies will front the costs for construction of the Future New Regional Roadway Segments provided that it is reimbursed by Sumter County for certain eligible construction costs; and

WHEREAS, the Board of County Commissioners of Sumter County has determined that the actions taken herein are consistent with the goals, policies and objectives of Sumter County, Florida.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SUMTER COUNTY, FLORIDA:

SECTION 1. AUTHORITY. This Resolution is adopted pursuant to its authority under Article VIII of the Constitution of the State of Florida; and Chapter 125, Florida Statutes.

SECTION 2. DEFINITIONS. All terms used in this Resolution in capitalized form and not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement unless the context clearly indicates otherwise. All terms used herein in capitalized form and defined in the preamble hereto shall have the meanings ascribed thereto in said preamble.

“Non-Ad Valorem Revenues” shall mean all revenues of the County not derived from ad valorem taxation.

“Available Non-Ad Valorem Revenues” shall mean all Non-Ad Valorem Revenues other than (A) any revenues which are restricted by a contract in existence on the date hereof, and (B) any revenues which are prohibited by law from being used to pay the Reimbursement Invoices, and (C) any revenues which are not otherwise legally available to pay the payments required herein.

“Essential Government Services” means public safety and general governmental services provided by Sumter County, the expenditure for which are currently set forth as the line items entitled “General Government” and “Public Safety” in Sumter County’s Comprehensive Annual Financial Report for the Fiscal Year ended September 30, 2016, and any equivalent line items in any future financial statements of the County.

SECTION 3. INCORPORATION OF RECITALS; FINDINGS. That each of the above **WHEREAS** clauses are adopted as the findings of the Sumter County Board of County Commissioners, and are hereby incorporated into this Resolution, *in haec verba*. It is also hereby found and determined that the terms of the Agreement in the form presented and incorporated in this Resolution are in the best interest of Sumter County for the construction of the regionally significant roadway segments contemplated by the Agreement.

SECTION 4. APPROVAL AND AUTHORIZATION. The terms and conditions for the construction of the regionally significant roadway segments as described in the Agreement are hereby approved. The Board Chair of the County shall have power to execute the Agreement on behalf of the County.

SECTION 5. COVENANT TO BUDGET AND APPROPRIATE. Sumter County covenants and agrees, to the extent permitted by and in accordance with applicable law, and budgetary processes, to prepare, approve and appropriate in its Annual Budget for each Fiscal Year, by amendment if necessary, from Available Non-Ad Valorem Revenues, amounts sufficient to pay each Reimbursement Invoice submitted by The Villages Companies on or before the associated Invoice Payment Date. Such covenant and agreement on the part of Sumter County to budget and appropriate such amounts of Available Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Available Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all required payments herein shall have been budgeted, appropriated and actually paid. Such Covenant to Budget and

Appropriate is subject in all respects to the payment of obligations secured by a pledge of Available Non-Ad Valorem Revenues heretofore or hereafter entered into (including debt service on bonds and other obligations). However, the Covenant to Budget and Appropriate in its general annual budget or amendments thereto for the purposes and in the manner stated herein shall have the effect of making available for payment of the Reimbursement Invoices, in the manner described herein, Available Non-Ad Valorem Revenues of Sumter County, and of placing on Sumter County a positive duty to appropriate and budget, by amendment, if necessary, amounts sufficient to meet its obligations herein; subject, however, to the payment of services and programs which are Essential Government Services or which are legally mandated by applicable law.

SECTION 6. PRIORITIZATION; OTHER CONDITIONS OF PAYMENT. For purposes of the Covenant to Budget and Appropriate, to the extent permitted by and in accordance with applicable law, and budgetary processes, Sumter County agrees, in its annual appropriation and budget process, to prioritize use of Available Non-Ad Valorem Revenues generated from Transportation Impact Fees and its apportioned Gas/Fuel Taxes to make payment on Reimbursement Invoices. Sumter County agrees that payments for Reimbursement Invoices shall not be made from revenue derived from a municipal service benefit unit or municipal service taxing unit created solely and specifically for the purposes of generating revenue to pay for the regionally-significant roadways set forth in Exhibits A and B to the Agreement, or for the Reimbursement Invoices contemplated in the Agreement; provided, however, this shall not constitute a limitation or restriction on the County's legitimate use of any lawfully enacted, available means of revenue, including but not limited to ad valorem, non-ad valorem, special assessments, or other revenue source, that may be instituted by Sumter County from time to time.

SECTION 8. NO PLEDGE OF REVENUE. Notwithstanding the foregoing covenant of Sumter County, Sumter County does not covenant to maintain any services or programs, now provided or maintained by Sumter County that generate Available Non-Ad Valorem Revenues. Such covenant also shall not constitute a lien, either legal or equitable, on any of Sumter County's Non-Ad Valorem Revenues or other revenues, nor shall it preclude Sumter County from pledging in the future any of its Non-Ad Valorem Revenues or other revenues to other obligations so long as the granting of such pledge does not have the effect of impairing the obligation of Sumter County under this Resolution and the Agreement by making unavailable sufficient Non-Ad Valorem Revenues required to timely make payments of the Reimbursement Invoices, nor shall it give The Villages Companies a prior claim on the Non-Ad Valorem Revenues.

SECTION 7. CONTINGENT ON ACTUAL APPROVED APPROPRIATION. Anything herein to the contrary notwithstanding, all obligations of Sumter County hereunder shall be secured only by the Non-Ad Valorem Revenues actually budgeted and appropriated and allocated for Reimbursement Invoices, as provided for herein. Sumter County is prohibited by law from expending moneys not appropriated or in excess of its current budgeted revenues and surpluses. The obligation of Sumter County to budget, appropriate and make payments hereunder from its Non-Ad Valorem Revenues is subject to the availability of Non-Ad Valorem Revenues after satisfying funding requirements for obligations having an express lien on or pledge of such revenues and after satisfying funding requirements for essential governmental services of Sumter County or which are legally mandated by applicable law.

SECTION 8. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 9. SEVERABILITY. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force or effect of any other Section or part of this Resolution.

SECTION 10. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED by the Board of County Commissioners of Sumter County, Florida, during a duly noticed public meeting, in Sumter County, Florida, this 10th day of July, 2018.

BOARD OF COUNTY COMMISSIONERS
SUMTER COUNTY, FLORIDA

By: Al Butler
Al Butler, Chairman

Attest:

 Caroline AlRestimawi
Caroline AlRestimawi, Deputy Clerk

Approved as to form for the reliance
of Sumter County only:

Jennifer C. Rey
Jennifer C. Rey, Esq., County Attorney

REGIONALLY SIGNIFICANT ROAD CONSTRUCTION AGREEMENT
BETWEEN SUMTER COUNTY, FLORIDA
AND THE VILLAGES COMPANIES

THIS REGIONALLY SIGNIFICANT ROAD CONSTRUCTION AGREEMENT

(the "Agreement") is entered into this 16th day of July, 2018, by and between Sumter County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing body thereof, hereinafter referred to as the "COUNTY", whose principal address is 7375 Powell Road, Suite 200, Wildwood, Florida 34785, and The Villages Companies, which currently includes both The Villages Land Company, LLC ("VLC") and The Villages Development Company, LLC ("VDC"), hereinafter VLC and VDC are collectively referred to as the "COMPANIES", whose principal business address is: 3619 Kiessel Road, The Villages, FL 32163, and in furtherance of same, the parties to this Agreement hereby state the following:

WITNESSETH:

WHEREAS, COMPANIES acquired 13,637 acres south of State Road 44 that were recently re-designated on the City of Wildwood's Future Land Use Map (FLUM) to develop this property as The Villages of Southern Oaks (hereinafter referred to as the "Property") making COMPANIES the largest private landowner in the area and capable of the coordinated and mixed-use development requiring a regional roadway network; and

WHEREAS, currently the Property is mostly vacant and is designated as Age Restricted Development (ARD) which is an urban mixed-use category that permits uses such as commercial, residential, office, hotel and medical as provided for in the City of Wildwood's Future Land Use Map (FLUM); and

WHEREAS, COMPANIES also plan to develop a new 432-acre industrial park south of the City of Coleman, within the unincorporated area of Sumter County, which will add much needed industrial development along the Interstate 75 corridor and will help generate additional employment and increase economic development within Sumter County; and

WHEREAS, the Villages of Southern Oaks and the new industrial park will together provide significant economic benefit and employment and will hereafter be known as “the Projects”; and

WHEREAS, with COMPANIES owning the majority of the land south of State Road 44, COUNTY, the City of Wildwood and COMPANIES can now coordinate to develop a compact and phased, mixed-use community with a cost-efficient provision of infrastructure; and

WHEREAS, COMPANIES have committed to develop the properties south of State Road 44 consistent with the mixed-use development pattern established in the other Villages’ communities; and

WHEREAS, in 2018, COMPANIES had Kimley-Horn complete a transportation analysis of the Projects and identified the long-term need for transportation improvements as identified in Exhibits A and B, attached hereto and incorporated herein; and

WHEREAS, COUNTY desires to have multiple regionally significant roads to be built in advance of the planned future development south of State Road 44 in order to spur and enhance economic development within and outside of the Projects; and

WHEREAS, COUNTY desires to limit the typical design sections of COUNTY maintained regionally-significant roads to a maximum of four-lanes; and

WHEREAS, COMPANIES are uniquely able to quickly, efficiently, and more cost-effectively construct the regionally-significant roadway network utilizing the experience gained in road building north of State Road 44; and

WHEREAS, COMPANIES add amenities, such as greatly enhanced landscaping, bridges, and multi-modal tunnels, all of which reduce roadway impacts, at no cost to COUNTY; and

WHEREAS, COUNTY entered into previous road impact fee credit agreements for the expansion of existing regionally significant roads such as the current C-468 and C-501 agreements between COUNTY and The Villages of Lake Sumter, Inc., and such agreements successfully facilitated the expansion of such regionally significant roadways, which in-turn facilitated the development and expansion of economic development throughout Sumter County; and

WHEREAS, COUNTY has determined that COMPANIES can construct the roadways at a significantly reduced cost, while also providing a significant economic impact in Sumter County through its development of the Projects, and wishes to incentivize well-planned and efficient development both in the City of Wildwood and unincorporated area of Sumter County based on a regional roadway network preceding development; and

WHEREAS, there is a need to enhance, expand, and sustain economic activity in Sumter County by attracting and retaining commercial and industrial development, business enterprise management, and other activities conducive to economic promotion, in order to provide a stronger, more balanced, and stable economy in Sumter County, and Section 125.045, Florida Statutes, declares that use and expenditure of public funds for economic development activities, including development or improvement of local infrastructure constitutes a public purpose; and

WHEREAS, COMPANIES propose to make additional capital investments within Sumter County, all in accordance with the appropriate jurisdiction's Land Development Code and Comprehensive Plan; and

WHEREAS, COUNTY finds and declares that it is in the public's best interest and serves a legitimate public purpose to facilitate the efficient, timely, and cost-effective construction and expansion of additional regionally-significant roadways that will enable the development and success of an industrial park, and additional mixed-use development pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of ten dollars (\$10.00), the mutual covenants, promises and representations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to the following terms and conditions:

1. Recitals. The **WHEREAS** clauses set forth above are hereby incorporated into and made part of this Agreement as if fully set forth herein.
2. COMPANIES Representations. COMPANIES are duly organized and validly existing under the laws of the State of Florida and are authorized to do business, and are doing business in the State of Florida. COMPANIES have the corporate power, authority, and legal right to execute, deliver, and perform this Agreement. The execution, delivery, and performance of this Agreement by the COMPANIES has been duly authorized by any and all necessary corporate and shareholder action. The COMPANIES will continue their business operations at their principal business address within Sumter County for the duration of this Agreement. Additionally, COMPANIES may be expanded to include valid affiliated business entities which may also own and develop within The Villages of Southern Oaks and the industrial

park. Such business entities, their property owned, and their legal status shall be submitted to COUNTY as an addendum to this Agreement for approval by COUNTY.

3. COMPANIES's Obligations:

- a. Develop the 4th Town Center or comparable lifestyle mixed-use retail center solely within Sumter County with aggregate regionally-serving commercial square footages similar in size to the existing Town Centers located in Sumter County (Lake Sumter Landing or Brownwood, respectively).
- b. Develop The Villages of Southern Oaks as a mixed-use community which may include residential, office, commercial/retail, hotel, medical, light industrial, institutional, recreation and other similar uses as determined by and pursuant to the land development codes, approvals, and other such requirements of the City of Wildwood.
- c. Establish design standards for The Villages of Southern Oaks which shall include, but not be limited to, architectural design standards, building setbacks, landscaping and buffering and roadway design to enhance pedestrian use and ensure their safety.
- d. Design, permit, build and otherwise complete the construction of the regionally-significant roads designated as Future New Regional Roadway Segments in Exhibits A and B, attached hereto and incorporated herein ("Future New Regional Roadway Segment").
 - i. COMPANIES, in their sole discretion and based upon their internal development phasing, will notify COUNTY in writing prior to commencing construction on any of the Future New Regional Roadway Segments. The

notification is to assist COUNTY in incorporating these road improvements into COUNTY'S budget.

- ii. COMPANIES shall submit a proposed budget and construction timeline for commencement and completion of the proposed Future New Regional Roadway Segment, which shall be subject to review and acceptance of the County Administrator. If the County Administrator rejects the proposed budget, COMPANIES shall be relieved of any obligation to construct the proposed Future New Regional Roadway Segment and COMPANIES shall assign its design and permits to COUNTY for COUNTY to assume the obligation to construct the proposed Future New Regional Roadway Segment within the original timeline submitted by COMPANIES plus three months, which will allow COUNTY to complete its standard bid process prior to initiating construction.
- iii. COMPANIES shall design the Future New Regional Roadway Segment to meet or exceed the applicable engineering design standard as contained in the Sumter County Engineering Design Standards, Florida "Greenbook", or FDOT Roadway Design Standards. The Sumter County Engineering Design Standards, the Florida "Greenbook" and the FDOT Roadway Design Standards, as amended, are incorporated herein and are considered a material provision of this Agreement.
- iv. COMPANIES shall provide the design, permitting and construction of non-standard COUNTY infrastructure, including, but not limited to, multi-modal tunnels, bridges, enhanced landscaping and shared ponds, when

COMPANIES determine they are necessary, subject to COMPANIES' sole discretion, and at the COMPANIES' sole expense. The construction of such non-standard infrastructure is subject to any required local, state or federal approvals and permitting.

- v. COMPANIES acknowledge that they are constructing the Future New Regional Roadway Segments on behalf of COUNTY and that COMPANIES are giving COUNTY five (5) years from receipt of invoices to reimburse COMPANIES for constructing the Future New Regional Roadway Segments, in accordance with Paragraph 7 below. Furthermore, COMPANIES acknowledge that all required rights-of-way and drainage easements shall be donated to COUNTY and shall not be subject to reimbursement. To the extent it is necessary to amend the existing November 14, 2017 Perpetual Drainage Management Agreement to incorporate the drainage improvements for the Future New Regional Roadway Segments, the Perpetual Drainage Management Agreement shall be amended at such time as is proper and necessary, and at the COMPANIES' sole expense.
- e. COMPANIES acknowledge that all required rights-of-way and drainage easements for Future County Roadway Segments, as identified in Exhibits A and B, shall be donated to COUNTY and shall not be subject to reimbursement. To the extent it is necessary to amend the existing November 14, 2017 Perpetual Drainage Management Agreement to incorporate the drainage improvements for the Future County Regional Roadway Segments, the Perpetual Drainage Management Agreement shall be

amended at such time as is proper and necessary, and at the COMPANIES' sole expense.

4. Committed Improvements. All Future New Regional Roadway Segments and Future County Roadway Segments as identified in Exhibits A and B, shall constitute the COMPANIES' satisfaction of any and all obligations for traffic concurrency and/or for any traffic analysis required for future development of the Projects.

5. COUNTY's Obligations:

- a. Accept on COUNTY'S behalf donations of necessary rights-of-way, drainage easements and ponds.
- b. Review, at no cost to COMPANIES, all construction documents for Future New Regional Roadway Segments as set forth in Paragraph 3(d)(iii).
- c. Review and, consider for approval, proposed budgets for construction of Future New Regional Roadway Segments in accordance with Paragraph 3(d)(ii).
- d. Provide construction inspection services, at no cost to COMPANIES, during the construction of the Future New Regional Roadway Segments to comply with the approved construction documents.
- e. Provide reimbursement to COMPANIES as set forth in Paragraph 7.
- f. Design, permit, build, and otherwise complete the construction or expansion of Future County Regional Roadway Segments as provided for in Exhibits A and B ("Future County Regional Roadway Segments"). To the extent that COMPANIES determine that the improvements to the Future County Regional Roadway Segments should be undertaken prior to the schedule established by COUNTY or, if the Future County Regional Roadway Segments are not included in COUNTY'S Capital Improvements

Plan, or if the Future County Regional Roadway Segments are otherwise not provided for in COUNTY'S budget, COMPANIES may provide written notice to COUNTY that COMPANIES will undertake to design, permit, build and otherwise complete the Future County Regional Roadway Segment improvement that COMPANIES provided notice for; except that COMPANIES may not proceed if the Future County Regional Roadway Segments are programmed for use of state or federal funding. If COMPANIES elect to proceed with construction of a Future County Regional Roadway Segment, COUNTY shall reimburse COMPANIES as provided for in Paragraph 7.

6. Anticipated Construction of Future State Regional Roadway Segments. COUNTY will hold harmless COMPANIES for any and all financial demands from the Florida Department of Transportation ("FDOT") for the future widening of US 301 from SR 44 to C-470 and the future widening of C-470 from the Lake County line to US 301.
7. Reimbursement for Road Construction. The following process shall be used for reimbursement for certain costs of constructing the regionally-significant roads contemplated herein:
 - a. COMPANIES are eligible to seek reimbursement only for construction costs incurred by COMPANIES for Future New Regional Roadway Segments. COMPANIES are eligible to seek reimbursement for design, permitting, and construction of all Future County Roadway Segments undertaken by COMPANIES pursuant to Paragraph 5(f) including all costs associated with developing the construction documents.
 - b. COMPANIES will submit their invoices to COUNTY for the eligible costs as required by COUNTY (each a "Reimbursement Invoice" and collectively, the

“Reimbursement Invoices”). The COUNTY shall pay each Reimbursement Invoice within five (5) years of COUNTY’S receipt of a Reimbursement Invoice (the “Invoice Payment Date”).

- c. At no point in time may COMPANIES seek, nor shall COUNTY reimburse, COMPANIES for the rights-of-way, the drainage easements, or the sizing of ponds to include COMPANIES’ drainage, or any of the non-standard improvements set out in Paragraphs 3(d)(iv).

- 8. Term. This Agreement shall become effective upon execution by COUNTY and COMPANIES and shall remain in effect for thirty (30) years. However, to the extent that any payments remain due and outstanding at the expiration of the term to COMPANIES from COUNTY, COUNTY acknowledges that COMPANIES may seek payment of those monies through any legal or equitable actions.

9. Default:

- a. For purposes of this Agreement, “event of default” shall mean any of the following:
 - i. Any representation or warranty made by COMPANIES herein or in any statement, invoice or certificate furnished to COUNTY in connection with the performance of this Agreement that proves to be untrue in a material respect as of the date of issuance or making thereof to COUNTY by the COMPANIES.
 - ii. COMPANIES materially breach any covenant contained in this Agreement and such breach continues or is not corrected or cured within thirty (30) days after written notice thereof to the COMPANIES by COUNTY; provided however, that COUNTY may declare a lesser cure period in the event that it

finds, in its sole and absolute discretion, that such lesser period is necessary to protect the public health, safety, or welfare.

- iii. COMPANIES fail to provide COUNTY the written verification, satisfactory to COUNTY, of its performance obligations herein.
- iv. COMPANIES fail to expend or use funds in accordance with this Agreement, if applicable.
- v. COMPANIES fail to develop the next Town Center or comparable lifestyle mixed-use retail centers solely within Sumter County with aggregate regionally-serving commercial square footages similar in size to the existing Town Centers located in Sumter County (Lake Sumter Landing or Brownwood, respectively) after execution of this Agreement and throughout the term of the Agreement.

10. Budget, Appropriation, and Funding for Reimbursement. The terms and conditions of this Agreement, including the following Covenant to Budget and Appropriate, placed upon COUNTY are applicable only to the extent they are both within and consistent with the constitutional and statutory limitations on the authority of COUNTY. It is acknowledged by the parties that payment of Reimbursement Invoices as set forth herein are contingent upon annual appropriations by COUNTY in its approved fiscal year budget. The Reimbursement Invoices described herein will be distributed or paid as noted in this Agreement by COUNTY to COMPANIES.

- a. *Approved Project Budget Required.* It is acknowledged and agreed by the parties that COUNTY'S obligation to pay the Reimbursement Invoices as described herein, shall be limited and conditioned upon the approval of a proposed Future New Regional

Roadway Segment budget prior to the commencement of construction in accordance with Paragraph 3(d)(ii).

- b. *Covenant to Budget and Appropriate Annually.* Upon approval as required in Paragraph 10.a., COUNTY covenants that it will appropriate in its annual budget, by amendment if necessary, from Available Non-Ad Valorem Revenues, amounts sufficient to pay each Reimbursement Invoice submitted by COMPANIES on or before the associated Invoice Payment Date. The phrase “Non-Ad Valorem Revenues” shall mean all revenues of COUNTY not derived from ad valorem taxation. The phrase “Available Non-Ad Valorem Revenues” shall mean all Non-Ad Valorem Revenues other than (A) any Non-Ad Valorem Revenues which are restricted by a contract in existence on the date hereof, as identified in Exhibit C hereto, and (B) any revenues which are prohibited by law from being used to pay the Reimbursement Invoices, and (C) any revenues which are prohibited by law or otherwise not legally available to pay the Reimbursement Invoices.
- c. Such covenant and agreement on the part of COUNTY to budget and appropriate such amounts of Available Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Available Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all required payments herein shall have been budgeted, appropriated and actually paid.
- d. *No Pledge of Revenue.* Notwithstanding the foregoing covenant of COUNTY, COUNTY does not covenant to maintain any services or programs, now provided or maintained by COUNTY which generate Available Non-Ad Valorem Revenues. Such Covenant to Budget and Appropriate does not create any lien or pledge of

Available Non-Ad Valorem Revenues, nor does it preclude COUNTY from pledging in the future Available Non-Ad Valorem Revenues, nor does it require the COUNTY to levy and collect any particular Available Non-Ad Valorem Revenues. Specifically, the parties acknowledge that COUNTY is without authority to grant or pledge a security interest in any of COUNTY'S Non-Ad Valorem Revenues or property.

- e. *Subject to Existing Payment Obligations.* Such Covenant to Budget and Appropriate is subject in all respects to the payment of obligations secured by a pledge of Available Non-Ad Valorem Revenues heretofore or hereafter entered into (including debt service on bonds and other obligations). However, the Covenant to Budget and Appropriate in its general annual budget or amendments thereto for the purposes and in the manner stated herein shall have the effect of making available for payment of the Reimbursement Invoices, in the manner described herein, Available Non-Ad Valorem Revenues of COUNTY, and of placing on COUNTY a positive duty to appropriate and budget, by amendment, if necessary, amounts sufficient to meet its obligations herein; subject, however, to the payment of services and programs which are Essential Government Services or which are legally mandated by applicable law. For purposes of this Section 10, the phrase "Essential Government Services" means public safety and general governmental services provided by COUNTY, the expenditure for which are currently set forth as the line items entitled "General Government" and "Public Safety" in the COUNTY'S Comprehensive Annual Financial Report for the Fiscal Year ended September 30, 2017, and any equivalent line items in any future financial statements of COUNTY.

f. *Prioritization; Other Conditions of Payment.* For purposes of the Covenant to Budget and Appropriate, to the extent permissible by law, and subject to all other conditions and limitations of this Section 10, COUNTY agrees, in its annual appropriation and budget process, to prioritize use of Available Non-Ad Valorem Revenues generated from Transportation Impact Fees and its apportioned Gas/Fuel Taxes before using these funds for any other purposes to make payment on Reimbursement Invoices. Such priority of Transportation Impact Fees and apportioned Gas/Fuel Taxes is not intended to limit or restrict the Non-Ad Valorem Revenues available to COUNTY to satisfy its obligation in Section 10 hereof, but instead is intended to prioritize the use of Transportation Impact Fees and apportioned Gas/Fuel Taxes to pay Reimbursement Invoices before such Non-Ad Valorem Revenues are used for other obligations of COUNTY. COUNTY agrees that payments for Reimbursement Invoices shall not be made from revenue derived from a municipal service benefit unit or municipal service taxing unit created solely and specifically for the purposes of generating revenue to pay for the regionally-significant roadway segments set forth in Exhibits A and B, or for the Reimbursement Invoices contemplated herein; provided, however, that nothing contained in this Section 10 shall constitute a limitation or restriction on COUNTY'S legitimate use of any lawfully enacted, available means of revenue, including but not limited to ad valorem, non-ad valorem, special assessments, or other revenue source, that may be instituted by COUNTY from time to time.

11. Notice. Whenever either party desires to give notice unto the other, written notice shall be sent via hand delivery, first class mail or overnight courier to:

COUNTY**COMPANIES**

County Administrator

Assistant Director of Development

Sumter County

The Villages Land Company, LLC

7375 Powell Road

3619 Kiessel Road

Wildwood, Florida 34785

The Villages, Florida 32163

Copy to:

Jennifer Rey, Esq.

Brian Hudson, Esq.

The Hogan Law Firm, LLC

3619 Kiessel Road

20 S. Broad Street

The Villages, Florida 32163

Brooksville, Florida 34601

Such addresses may be changed by notice pursuant to this paragraph, but notice of change of addresses is effective only upon receipt.

12. Conflict of Interest. COMPANIES agree that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY, or which would violate or cause others to violate the provisions of Part III, Chapter 12, Florida Statutes, relating to ethics in government. COMPANIES hereby certify that no officer, agent, or employee of COUNTY has any material interest as defined in Section 112.312, Florida Statutes, either directly or indirectly, in the business of COMPANIES, and that no such person shall have any such interest at any time during the term of this Agreement.
13. No Lobbying with Funds. COMPANIES hereby agrees that monies received from COUNTY pursuant to this Agreement shall not be used for the purpose of lobbying the legislature, the judicial branch, or any state or federal agency as defined in Section 216.347, Florida Statutes.

14. Independent Entity. In performing this Agreement, any planning, developing, construction, equipping, operating of any project, or carrying out any of the activities to be carried out by the COMPANIES, COMPANIES acknowledge that it will be acting independently, in the capacity of an independent entity and not as a joint venture, partner, associate, employee, agent or representative of COUNTY.

15. Public Records.

- a. All documents generated by COMPANIES on behalf of COUNTY become the property of COUNTY. COUNTY may require submission of any electronic file version of reports, data, or other submission of documentation produced for or as a result of performance under this Agreement. COMPANIES agree to comply with public records and open meeting requirements as applicable, and as may be required by Florida Public Records Law and Florida Sunshine Law.
- b. COMPANIES are required to: (i) keep and maintain public records required by COUNTY; (ii) upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a reasonable or as otherwise provided by law; (iii) ensure that public records that are exempt or, confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if COMPANIES do not transfer the records to COUNTY; (iv) upon completion of this Agreement, transfer, at no cost, to COUNTY all public records in possession of COMPANIES or keep and maintain public records required by COUNTY.

- c. If COMPANIES transfer all public records to COUNTY upon completion of this Agreement, COMPANIES shall destroy any duplicate public records that are exempt or, confidential and exempt, from public records disclosure requirements. If the COMPANIES keep and maintain public records upon completion of this Agreement, COMPANIES shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.
- d. COMPANIES and COUNTY shall comply with the provisions of Section 119.0701, Florida Statutes, in responding to requests for public records.
- e. **IF THE COMPANIES HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANIES' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-689-4400, Sumter County Board of County Commissioners, 7375 Powell Road, Wildwood, Florida 34785 or via email at Administrative.Services@sumtercountyfl.gov.**

16. No Third Party Beneficiaries. This Agreement is made for the sole benefit of the parties hereto and their respective successors, including any successor-in-interest to the COMPANIES' interest, and is not intended to and shall not benefit any third party. No third party shall have any rights hereunder, or as a result of this Agreement, or any right to enforce any provisions of this Agreement.

17. Indemnification, Insurance and Sovereign Immunity. COMPANIES shall be solely and entirely responsible for its tortious acts and the tortious acts of its agents, employees, or servants during the performance of this Agreement. COMPANIES shall indemnify, defend, and save harmless COUNTY, its agents, employees, and officers from and against all liabilities, claims, demands, or actions at law and equity including court costs and attorney's fees, that may be made or brought by anyone for the purposes of enforcing a claim on account of any injury or damage allegedly caused or occurring to any person or property in which was caused in whole or in part by any tortious, wrongful, or intentional acts or omissions of COMPANIES, its agents, or employees during performance under this Agreement. COMPANIES shall acquire and maintain insurance coverage acceptable to COUNTY. COMPANIES shall provide COUNTY with a certificate of coverage identifying COUNTY as both a Named Insured and a Certificate Holder. The foregoing is not intended, and shall not be construed, as a waiver by COUNTY of the benefits of Section 768.28, Florida Statutes.

18. Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, warlike operation, insurrection, rebellion, revolution, military or usurped power, sabotage or other civil unrest; (d) strikes, embargoes, blockades, labor stoppages, lockouts or slowdowns or other industrial disturbances or inability to obtain

necessary materials or services (e) governmental delay regarding permits or approvals; (f) action by any governmental authority; (g) national or regional emergency; (h) shortage of adequate power or transportation facilities; or (j) other similar events beyond the reasonable control of the party impacted by the Force Majeure Event and provided further, however, that such performance shall be resumed and completed with due diligence and reasonable dispatch as soon as the contingency causing the delay or impossibility shall abate.

19. Entire Agreement; Modification. This Agreement contains the entire agreement of the parties and may not be changed except by written agreement duly executed by the parties hereto. This Agreement supersedes any prior understandings and agreements between the parties, and there are no representations, warranties or oral agreements other than those expressly set forth herein.

20. Assignment. This Agreement shall not be assigned nor may any portion of the obligations contemplated in this Agreement be subcontracted to another party without the prior written approval of COUNTY. No such approval by COUNTY of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of COUNTY. All such assignments and subcontracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that COUNTY shall deem necessary.

21. Corporate Status; Change of Ownership. If COMPANIES are a non-governmental, corporate entity:

- a. *Corporate Status.* COMPANIES shall ensure that the corporate status shall continuously be in good standing and, at all times throughout the Term and any renewal or extension hereof, active and current with the state of its incorporation and

the State of Florida. Failure of the COMPANIES to keep its corporate status active and current shall constitute a material breach under the terms of this Agreement.

- b. *Change of Ownership.* COMPANIES shall notify COUNTY immediately upon any change in corporate ownership or any substitution of the key professional assigned (the “Key Person”) to perform under this Agreement (“Change of Ownership”). COUNTY shall have the option of cancelling this Agreement if a Change of Ownership is not suitable to it, provided however, no cancellation shall relieve the COMPANIES of its obligations to perform the work described herein or for liability for breach of same. A Change of Ownership means the occurrence of any one or more of the following: a sale, lease, or other disposition of 50% or more of the interest or assets of the COMPANIES or corporation; a merger, reverse merger or consolidation with another entity; a transaction wherein a third-party becomes the beneficial owner having fifty (50%) percent or more interest in the corporation or COMPANIES; or fifty (50%) percent or more of the total number of votes that may be cast for any act of the entity.

22. Dispute Resolution. All disputes arising out of or in connection with this Agreement shall be attempted to be settled through good-faith negotiation between the parties, followed if necessary within thirty (30) days by professionally-assisted mediation. Any mediator so designated must be acceptable to each party. The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either party in any later proceeding relating to

the dispute. No recording or transcript shall be made of the mediation proceedings. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties. Failing resolution through mediation, either party may file an action in a court of competent jurisdiction or other appropriate remedy available in law or equity as defined herein below.

23. Jointly Drafted. The parties agree that this Agreement is entered into knowingly and voluntarily, after having the opportunity to fully discuss it with an attorney. Having had the opportunity to obtain the advice of legal counsel to review, comment upon, and redraft this Agreement, the parties agree that this Agreement shall be construed as if the parties jointly prepared it so that any uncertainty or ambiguity shall not be interpreted against any one party and in favor of the other, and shall be deemed to have been prepared jointly by the COMPANIES and COUNTY, and any uncertainty or ambiguity existing herein, if any, shall not be interpreted against either party, but shall be interpreted according to the application of the rules of interpretation for arm's-length agreements.

24. Parties Acknowledgement; Parties Bound. COMPANIES and COUNTY acknowledge that they have read this Agreement, and that they understand the terms and conditions herein and that the terms have been fully and completely explained to the parties prior to the execution thereof. Each party acknowledges that the other party has made no warranties, representations, covenants, or agreements, express or implied, except as expressly contained in this Agreement. Further, the parties have caused this Agreement to be executed on their respective behalf by the authorized officer whose signature appears below under their respective name, to be effective as of the date first written above. This Agreement shall be binding upon and inure to the benefit of the parties hereto.

25. Waiver. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.
26. Time is of the Essence. Time shall be of the essence of this Agreement.
27. Survivability. Any provision of this Agreement that obligates any of the parties to perform an obligation either before the commencement of the Term or after the expiration of the Term, or any renewal or extension thereof, shall be binding and enforceable notwithstanding that performance is not within the Term, and the same shall survive.
28. Severability. Whenever possible each provision and term of this Agreement will be interpreted in a manner to be effective and valid but if any provision or term of this Agreement is held to be prohibited or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Agreement.
29. Counterparts. This Agreement may be executed in a number of identical counterparts and a facsimile or electronic/digital copy shall be treated as an original. If so executed, each such counterpart is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
30. Law of the Agreement; Jurisdiction and Venue. The parties agree that the laws of the State of Florida (and the ordinances and regulations of Sumter County, Florida) shall govern any dispute arising out of or related to this Agreement. Venue for any dispute, claim or action arising out of, or related to, this Agreement shall be in the Circuit Court of the Fifth Judicial Circuit in and for Sumter County, Florida. The parties to this Agreement agree that venue

shall lie only in the state courts located in Sumter County, Florida. Removal of this case to federal court is prohibited. Litigation in federal court is precluded by agreement of the parties hereto. Process in any action or proceeding referred to in this paragraph may be served on any party anywhere in the world; such party waives any argument that said party is not subject to the jurisdiction of the state courts located in Sumter County, Florida and the laws of the State of Florida.

31. Attorney's Fees; and Costs of Enforcement. Each party hereto shall bear its own attorneys' fees and costs incurred in resolving any dispute, claim, action or appeal arising out of, or related to, this Agreement.
32. Section and Paragraph Headings. Captions or paragraph headings herein contained are for organizational convenience only, and shall not be construed as material provisions of this agreement or to limit any provisions hereunder.
33. Cooperation; Supplementary Actions. All parties agree to cooperate fully to execute any supplementary documents, and to take any additional actions that may be necessary or appropriate, to give full force and effect to the basic terms and intent of this Agreement, and which are not inconsistent with its terms.
34. Miscellaneous. Whenever the context shall so require, all words in this Agreement of one gender shall be deemed to include the other gender.

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IN WITNESS WHEREOF, the parties have duly executed this Agreement on the day and
the year above first written.

BOARD OF COUNTY COMMISSIONERS
SUMTER COUNTY, FLORIDA

By: Al Butler
Al Butler, Chairman



ATTEST:

Caroline AlRestimawi
Caroline AlRestimawi, Deputy Clerk

WITNESSES:

Doris A. Pardo
Print Name: Doris A. Pardo

Christi G. Jacquay
Print Name: Christi G. Jacquay

THE VILLAGES LAND COMPANY,
LLC, a Florida limited liability company

BY: TVL Company, LLC,
a Florida limited liability company,
its Manager

By: Kelisea Morse Morley
Print Name: Kelisea Morse Morley
Title: MANAGER

THE VILLAGES DEVELOPMENT
COMPANY, LLC,
a Florida limited liability company

BY: VDC Manager, LLC,
a Florida limited liability company,
its Manager

By: Harper Boone
Name: HARPER BOONE
Title: MANAGER

Doris A. Pardo
Print Name: Doris A. Pardo

Christi G. Jacquay
Print Name: Christi G. Jacquay

EXHIBITS

- A. REGIONAL ROADWAY IMPROVEMENTS MAP
- B. REGIONAL ROADWAY IMPROVEMENTS TABLE
- C. EXISTING OBLIGATIONS

Exhibit B

Future New Regional Roadway Segments		
ROAD	SEGMENT	IMPROVEMENT
MEGISSON	SR 44 SOUTH TO C-468 (WARM SPRINGS AVENUE)	CONSTRUCT 4 LANES
MARSH BEND TRAIL	US 301 SOUTH TO C-468 (WARM SPRINGS AVENUE)	CONSTRUCT 2 LANES
MEGISSON	C-468 (WARM SPRINGS AVENUE) SOUTH TO THE LAKE COUNTY LINE	CONSTRUCT 4 LANES
MORSE BOULEVARD EXTENSION	C-468 SOUTH TO MEGISSON ROAD	CONSTRUCT 4 LANES
CORBIN TRAIL	C-468 (WARM SPRINGS AVENUE) SOUTH PARALLELING C-501 TO C-470	CONSTRUCT 4 LANES
UNNAMED ROAD A	C-470 SOUTH TO THE LAKE COUNTY LINE (TO CONNECT TO C-48)	CONSTRUCT 4 LANES
UNNAMED ROAD B	C-470 SOUTH TO SR 471	CONSTRUCT 4 LANES
UNNAMED ROAD C	C-470 SOUTH AND PARALLELING UNNAMED ROAD B TO SR 471	CONSTRUCT 4 LANES

Future County Regional Roadway Segments

ROAD	SEGMENT	IMPROVEMENT
C-501	NEW ROUNDABOUT SOUTH OF C-468 (WARM SPRINGS AVENUE) TO C-470	EXPAND TO 4 LANES
C-525E	CR 514 NORTH TO THE FUTURE I-75 INTERCHANGE	CONSTRUCT 4 LANES
C-525E	CR 514 TO US 301	CONSTRUCT 4 LANES
BUENA VISTA EXTENSION	EXTEND BUENA VISTA SOUTH FROM SR 44 TO MEGISSON ROAD.	CONSTRUCT 4 LANES

Future State Regional Roadway Segments

ROAD	SEGMENT	IMPROVEMENT
US 301	SR 44 TO C-470W	EXPAND TO 4 LANES
C-470	US 301 TO COUNTY LINE	EXPAND TO 4 LANES

EXHIBIT C – EXISTING DEBT SERVICE OBLIGATIONS

Debt Service	Original Amount
Citizens First – Bank Loan 2018	\$ 30,100,000
US Bank Series 2015B Bond	\$ 24,330,000
TD Bank Series 2015A Loan	\$ 28,602,982
Hancock Bank Series 2003	\$ 7,340,000
Banc of America Motorola Financing	\$ 11,939,641

Appendix B:

TIA for The Villages of Southern Oaks Sixth Comprehensive Plan Amendment (CPA) (November 2019)

MEMORANDUM

To: Martin L. Dzuro
The Villages

From: Richard Barr, AICP
Kimley-Horn and Associates, Inc.

Date: November 7, 2019

Subject: Sixth Amendment to The Villages of Southern Oaks
Comprehensive Plan Amendment Transportation Analysis

This memorandum is in support of the Sixth Amendment to The Villages of Southern Oaks Comprehensive Plan Amendment (CPA) in the City of Wildwood, Florida. The Villages of South Oaks Sixth Amendment area is composed of the following two properties:

- 4,132-acre agricultural-use (AG-10) property referred to as Landstone
- 8,354-acre agricultural-use (AGR) property referred to as Stuart Ranch

The Villages of Southern Oaks Sixth Amendment area along with the potential future roadway network is displayed on **Figure 1**. The Sixth Amendment includes the re-designation of these properties to an age-restricted development (ARD) land use category on the City's Future Land Use Map. The ARD category limits the land use to an age-restricted community like The Villages, uniquely characterized by mixed land uses, an abundance of on-site amenities and social/recreational opportunities, and superior travel connectivity for various travel modes throughout the community.

Land uses allowed under today's Future Land Use Map within The Villages of Southern Oaks Sixth Amendment area are as follows:

- Landstone: 413 residential dwelling units
- Stuart Ranch: 835 residential dwelling units

The Sixth Amendment proposes no new land use intensities in addition to what is currently approved for the Fifth Amendment to The Villages of Southern Oaks. The cumulative land use approved for the Fifth Amendment (and proposed for the Sixth Amendment) to The Villages of Southern Oaks are as follows:

- 60,449 residential dwelling units
- 1,529,000 square feet of office/governmental use
- 12,278,000 square feet of commercial use

As the Sixth Amendment does not increase land use intensities from what is currently approved for the Fifth Amendment to The Villages of Southern Oaks, no additional transportation impacts on the overall area roadway network are expected due to the Sixth Amendment.

The Villages is coordinating with the Florida Department of Transportation (FDOT) District Five to further study the capability of state facilities to accommodate additional traffic from The Villages in the long-term planning horizon and will continue such coordination with FDOT, Lake-Sumter MPO and others beyond this Sixth Amendment CPA submittal.

If you have any questions or need additional information, please feel free to contact me at 850-553-3500 or by email at richard.barr@kimley-horn.com.

Attachments:

Figure 1: The Villages of Southern Oaks Sixth Amendment Area Location Map

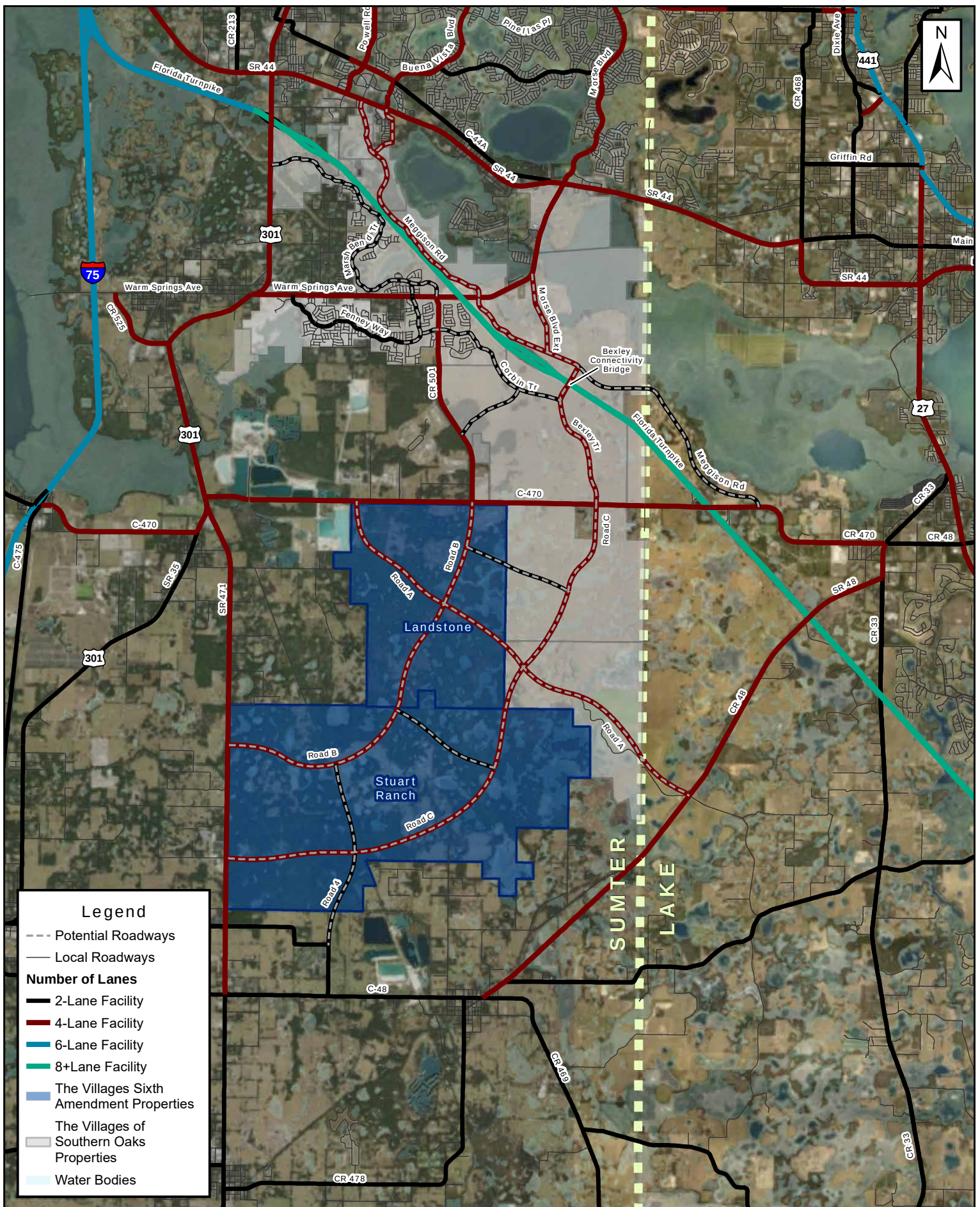


FIGURE 1: SIXTH AMENDMENT AREA LOCATION MAP

Appendix C: 2005 Origin-Destination Survey

Origin-Destination Survey Executive Summary

THE VILLAGES
2005 Origin-Destination Survey

Prepared for:

The Villages of Lake-Sumter, Inc.

Prepared by:

Kimley-Horn and Associates, Inc.

April 2005

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040380050

EXECUTIVE SUMMARY

This Executive Summary of the 2005 Villages Origin-Destination (O-D) Survey Report was prepared to document the various trip characteristics of The Villages residents. The Villages, which is located west of US 27/441 between Ocala and Leesburg, Florida, is a large-scale planned retirement community that is highly self-contained (see Map 1). The community layout includes centrally located non-residential land uses, and was designed so that residents would be able to obtain goods and services internally, thereby reducing external trips. Located internally and nearby the residential areas, The Villages' existing non-residential land uses include two Town Centers (offices, banks, small specialty shops, and restaurants), medical facilities, and shopping centers (grocery stores, drug stores, fast-food establishments, and other stores). In addition, there are a significant number of recreational facilities located throughout The Villages including swimming pools, golf courses, tennis facilities, and other various neighborhood and regional recreation facilities. In addition, many bicycle, pedestrian, and golf cart paths (transportation trails) meander through The Villages, offering alternative internal transportation mode choices to community residents. Use of these alternative modes reduces the number of internal auto trips generated.

As of January 2005, the residential portion of The Villages (non-vested development) is comprised of over 21,000 single family detached homes (with approximately 40,000 residents), in addition to the non-residential portion which is comprised of approximately 1,600,000 square feet of commercial and office floor area, a hospital, and 252 holes of golf.

The Villages' Development Order requires an annual traffic analysis to monitor the existing and future conditions on the roadway system in and around the Villages. The O-D Survey was implemented to obtain and understand the trip making characteristics of the Villages residents, and the results of the O-D Survey are instrumental in the annual traffic analysis of this unique development. The travel diary survey format was employed to collect the travel characteristics of The Villages residents and was administered on January 12, 2005.

SURVEY PURPOSE

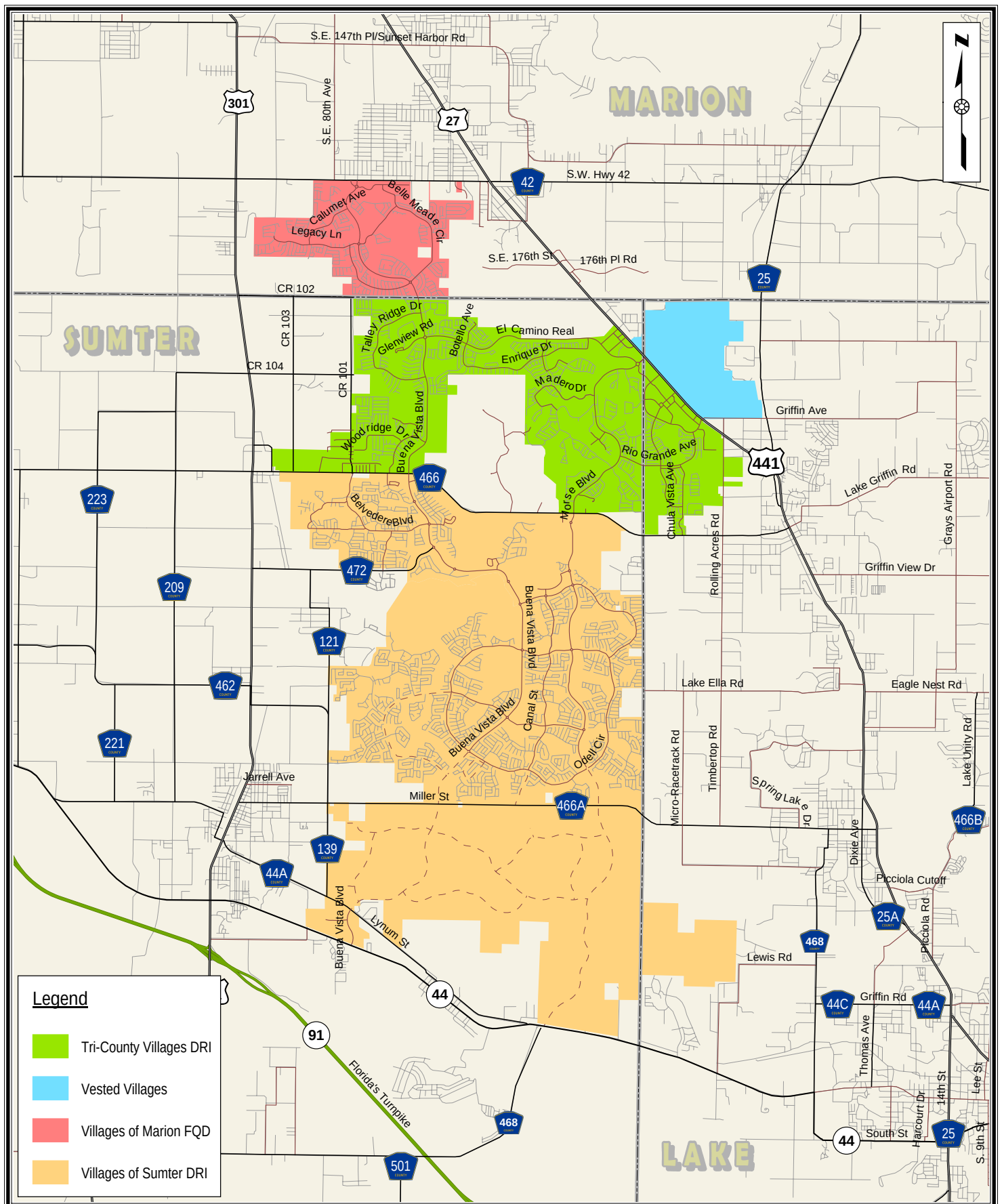
The main purpose of performing this survey was to monitor and update current trip characteristics and patterns reflected in the previous two O-D Surveys completed in 1999 and 2001. Many of the survey results are used as inputs in the annual monitoring traffic analysis for The Villages development.

RESULTS AND ANALYSIS

Survey Response Rate

A total of 1,544 surveys were distributed randomly to non-vested Villages residents. This distribution number was based on the response rate from previous surveys for the development, accounting for seasonal occupancy, and to be able to have 95% confidence in the results based on standard statistical procedures.

Of the 1,544 mailed surveys, 652 surveys were returned, 17 of which were unusable due to reporting errors, resulting in 635 usable surveys. 73 of the 1,544 mailed surveys were returned as undeliverable by the mail service. In most instances the surveys were returned because the resident had moved and no forwarding address was provided.



Kimley-Horn and Associates, Inc.
 © 2005 Kimley-Horn and Associates, Inc.
 3404 Southern Trace
 The Villages, Florida
 32162-7621
 Phone: 352 259 2232 - Fax: 352 259 1584

The Villages

0 0.45 0.9 1.8 2.7 3.6 Miles

Map 1. The Villages Site Location Map

April 2005
 040380050.2.102

The 2005 O-D Survey also engaged in pre-mailings and two information sessions to prepare the respondents prior to the survey date of January 12, 2005. This was done to inform residents as to the importance of their response and the likely benefits of the survey to their community. In addition, there was a “help-line” established so that residents could call in with questions about the survey prior to and during the survey. As a result of these efforts, the survey resulted in a response rate of 44 percent, which was an increase in the response from previous O-D Surveys conducted at The Villages. A 44 percent response rate is considered to be high for a one day travel dairy type survey where no follow-up is possible.

Home-Based Trip Generation Rates

The Villages trip generation rates were measured from the results of the 2005 O-D Survey. The survey results reflect trips made by residents to residential and non-residential land uses. **Table 1** summarizes the results of the trip generation analysis.

Table 1 The Villages O-D Survey Trip Generation Rates By Mode	
Mode	Average Daily/PM Peak Hour Trip Rate per Household
Home-Based Trips Auto Only	4.03/0.31
Home-Based Trips Golf Cart Only	1.52/0.16
Home-Based Trips Auto/Golf Cart	5.55/0.47
Home-Based Trips All Modes	5.68/0.48

Internal/External

Trip internalization was also calculated for daily home-based trips, resulting in a measured rate of 74.8 percent of the auto and golf cart trips being internal to the community, while 25.2 percent of trips were external to the community. This compares to 68 percent and 70 percent of the daily home-based trips being internal to the community as a result of the 1999 and 2001 O-D Surveys.

Trip Purpose

Trip purpose was calculated for home-based trips resulting in the percentages of trips by purpose during the p.m. peak hour. **Table 2** summarizes the results of the trip purpose analysis.

Table 2 The Villages O-D Survey Home-Based Trips By Purpose During The PM Peak Hour	
Purpose	Percentage
Work	3.0%
Shopping	56.6%
Medical Office	7.6%
Social/Rec	13.6%
Golf	13.9%
Other	5.3%
Total	100.0%

Mode Choice

The 2005 Villages O-D Survey also collected data for the type of transportation (mode-choice) used for home-based trips by The Villages residents during the p.m. peak hour. The survey responses included auto, golf cart, bus/public transit, walking, bike, and other modes (such as horse and motorbike). **Table 3** summarizes the results of the mode choice analysis.

Table 3 The Villages O-D Survey Home-Based Trips by Mode During The PM Peak Hour	
Mode	Percentage
Auto	63.9%
Golf Cart	33.4%
Other Modes	2.7%
Total	100%

CONCLUSION

The results of the 2005 Villages O-D Survey illustrate the unique travel characteristics of residents of The Villages community. Currently, The Villages is surrounded by a mixture of undeveloped and developing areas. Other than the development in and around The Villages, significant attractions for residents in these areas are located as much as ten to twenty miles away. The new development taking place in the area surrounding The Villages is creating more and new attractions closer to The Villages development. It is expected that as The Villages continues with commercial development as well as the development of other on-site amenities the percentage of external trips may be reduced as the percentage of internal trips increases. This increase in internalization is clear when a comparison of the 2005 survey results is made with the 1999 and 2001 survey results as the Villages developed additional on-site opportunities for the residents.

The survey data showed that residents of The Villages currently generate 5.55 daily home-based trips per household. This rate includes both auto and golf cart trips. Of these trips, 74.8 percent are internal trips within The Villages and are a result of the mixed-use development patterns, abundant on-site amenities, and convenient transportation system throughout the community that accommodates a wide variety of travel modes. The high internalization of trips is also associated with the characteristics of the retirement population.

The results of this survey suggest that the residential trip-making characteristics of The Villages residents are very different from other residential land use categories reported in ITE's *Trip Generation* and other typical developments in Florida that are required to perform traffic impact analyses. It is concluded that these survey results are reasonable for this particular community. It is also concluded that the results are applicable for calculating residential trip generation, purpose, mode choice, and trip internalization in future studies.

Appendix D: 2008 Origin-Destination Survey

Origin-Destination Survey Executive Summary

2008 Non-Residential Travel Characteristics

The Villages, Florida

Prepared for:
The Villages of Lake-Sumter, Inc.

Prepared by:
Kimley-Horn and Associates, Inc.

©Kimley-Horn and Associates, Inc.
April 2008
040380058

Executive Summary

Introduction

This Executive Summary documents travel characteristics of The Villages non-residential uses collected from the 2008 non-residential Origin-Destination (O-D) survey. The Villages, a large-scale retirement planned community is located in Lake, Sumter, and Marion Counties between Ocala and Leesburg, Florida.

As of February 2008, the residential portion of The Villages (non-vested development west and south of US 27/441) is comprised of over 30,000 single-family detached homes with over 60,000 residents. The non-residential uses include approximately 2,700,000 square feet of commercial and office floor area, a hospital, and 405 holes of golf.

Survey Purpose

The study of non-residential trip characteristics inside The Villages will produce valuable data that will help expand the base of existing information on non-residential travel patterns in the area. This information will be used to facilitate the trip distribution and assignment of non-residential trips to impacted roadway facilities in the study area. Furthermore, the results of the study will provide insight on the driving behavior of users of the system and additional input in identifying and planning for infrastructure investments required to maintain the adopted level of service (LOS) for study area roadway facilities. The results will be used in future traffic studies for The Villages.

Overall Results

Data Collection

During the week of January 7, 2008 for the PM peak period, 3,342 intercept surveys were randomly attempted at seven non-residential locations. A minimum of 1,537 completed surveys were needed to be able to have a minimum of 95% confidence in the results based on standard statistical procedures.

Of the 3,342 intercept surveys attempted, 2,603 surveys were successfully completed resulting in a completion rate of approximately 78 percent while 739 potential interviewees declined to participate. Although care was taken to minimize errors in the collection of the survey information, 277 of the surveys were unusable due to recording errors or incomplete surveys, resulting in 2,326 usable surveys (or approximately 90 percent of the completed surveys). Due to the significant number of usable surveys, it can be concluded with 95% confidence that the following trip characteristics presented in the next section represent the true behavior of the population with an error bound of +/- 2.5%.

Internal/External

The weighted trip internalization for all mode of transportation during the PM peak period was measured at 75.4 percent. This compares to 74.8 percent of the residential home-based trips being internal as measured through the 2005 residential O-D Survey. The raw survey results were weighted according to trip generation (PM peak hour per the Institute of Transportation Engineers (ITE) *Trip Generation*) by area surveyed. This was done to make sure that the number of surveys collected by survey area were consistent with the number of trips generated by survey area. The internal/external split for the raw survey data was 74.6 percent internal and 25.4 percent external.



Trip Purpose

Home based shopping trips made up 69.2 percent of all trips. Home based work, home based social recreation, and home based other made up 5.5 percent, 8.9 percent, and 4.3 percent of the trips respectively. Non-home based trips were 11.8 percent of total trips, while 0.3 percent of all trips originating in The Villages irrespective of purpose had a destination outside of the region.

Mode Choice

Automobiles were used for 78.8 percent of all trips. Golf carts, walk, bike, and transit trips made up 19.1 percent, 1.6 percent, 0.4 percent, and 0.1 percent respectively.

Trip Length (by percentile)

The data suggest that 10 percent of the trips were no more than 0.6 miles, whereas 25 percent were less than or equal to 1.2 miles. The median trip length was 3.1 miles. 75 percent of the trips were no longer than 5.4 miles and 90 percent of all trips taken were less than or equal to 8.4 miles.

Auto Only Analysis

Internal/External

The weighted trip internalization for automobile trips during the PM peak period was 69.7 percent while 30.3 percent of the trips were external to the community. The internal/external split for the raw survey data was 68.9 percent internal and 31.1 percent external.

Trip Purpose

Table 1 summarizes trip purpose results for trips made using automobiles as the mode.

Table 1 The Villages Non-Residential Origin-Destination Survey Trip Purpose (auto only)						
Site Location	Home Based Shopping	Home Based Work	Home Based Social	Home Based Other	Non-Home Based	Internal to External*
Mulberry Grove	81.5%	7.4%	0.0%	4.6%	6.5%	0.0%
Lake Sumter Landing	55.9%	5.1%	21.1%	6.9%	11.0%	1.0%
Buffalo Ridge/Southern Trace	78.0%	6.8%	1.0%	5.5%	8.7%	0.0%
Rolling Acres	76.7%	2.4%	0.0%	0.0%	20.9%	0.0%
Village Center/La Plaza Grande	79.8%	7.2%	5.1%	0.3%	7.6%	0.0%
Spanish Plaines	52.5%	10.8%	10.3%	9.4%	17.0%	0.0%
Spanish Springs	55.7%	4.9%	24.6%	0.0%	14.8%	2.5%
Overall	68.6%	6.4%	8.6%	4.4%	11.6%	0.4%

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*Internal to external represents trips external to the FDOT

District 5 transportation model counties within District 5.

Trip Length

Table 2 shows the trip length of automobile trips by percentile.

Table 2 The Villages Non-Residential Origin-Destination Survey Trip Length Characteristics by Subarea (Auto Only)					
	Percentile				
Subarea	10%	25%	50%	75%	90%
Buffalo Ridge/Southern Trace	0.8	1.5	4.2	6.4	14.3
Mulberry Grove	0.7	0.9	2.0	5.1	11.7
Village Center/La Plaza Grande	0.4	0.8	2.8	5.2	7.2
Spanish Plaines	1.0	1.5	2.8	5.6	17.5
Spanish Springs	0.4	1.1	4.7	6.2	11.3
Rolling Acres	0.5	1.7	4.8	7.0	12.7
Lake Sumter Landing	1.0	2.0	4.0	5.5	11.9
Overall	0.7	1.5	3.9	6.0	11.4

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Conclusion

The Villages internal capture rate for non-residential trips is 75.4 percent for all modes of transportation and 69.7 percent for automobiles only. These percentages reflect the characteristics of a retirement population that is provided with mixed-use development patterns and abundant on-site amenities. It is concluded that these survey results are reasonable for this particular community. It is also concluded that the results are applicable for calculating non-residential trip purpose, mode choice, trip length, and trip internalization in future transportation modeling and traffic studies for The Villages.

Appendix E: Background Growth Rate Determination

Table E1: Background Growth Rate Determination (2040)

Roadway							Daily Model Bkgd		Annual Growth Rates			
From	To	2015	2016	2017	2018	2019	2017	2040	5-Year Trend	Model Growth	BEBR Medium	Rate Used
<u>WARM SPRINGS AV / CR 468</u>												
US 301 / SR 35	CR 513	3,052	3,146	6,732	6,884	10,393	3,954	7,476	35.84%	3.87%	1.48%	3.87%
CR 513	FENNEY WAY	2,359	2,703	5,143	9,663	9,844	4,181	4,911	42.93%	0.76%	1.48%	1.48%
FENNEY WAY	CR 501	2,359	2,703	5,143	9,663	9,844	3,539	4,831	42.93%	1.59%	1.48%	1.59%
CR 501	SR 91 / FLORIDA TURNPIKE	3,119	3,587	5,971	8,991	10,996	5,215	6,116	37.03%	0.75%	1.48%	1.48%
SR 91 / FLORIDA TURNPIKE	MEGGISON RD EXTENSION	4,401	4,638	6,976	9,999	13,344	5,215	6,194	31.96%	0.82%	1.48%	1.48%
MEGGISON RD EXTENSION	NORTH CARTER ACCESS	4,401	4,638	6,976	9,999	13,344	5,215	3,996	31.96%	-1.02%	1.48%	1.48%
NORTH CARTER ACCESS	SANDALWOOD DR	4,401	4,638	6,976	9,999	13,344	5,283	7,770	31.96%	2.05%	1.48%	2.05%
SANDALWOOD DR	SR 44	4,401	4,638	6,976	9,999	13,344	5,182	7,770	31.96%	2.17%	1.48%	2.17%
<u>MORSE BLVD</u>												
C-466A	SR 44	14,669	8,521	16,983	16,677	16,307	9,332	11,990	2.68%	1.24%	1.48%	1.48%
<u>CR 501</u>												
WARM SPRINGS AV	BIGHAM NORTH ACCESS	2,612	3,021	4,070	5,444	6,291	1,668	1,308	24.58%	-0.94%	1.48%	1.48%
BIGHAM NORTH ACCESS	BIGHAM SOUTH ACCESS	2,612	3,021	4,070	5,444	6,291	2,310	1,462	24.58%	-1.60%	1.48%	1.48%
BIGHAM SOUTH ACCESS	CR 500	2,612	3,021	4,070	5,444	6,291	2,310	1,462	24.58%	-1.60%	1.48%	1.48%
CR 500	C-470E	2,581					2,310	1,871		-0.83%	1.48%	1.48%
<u>CR 470</u>												
US 301 / SR 35	NE 50TH WAY	6,515	7,597	7,740			10,021	11,625	4.40%	0.70%	1.48%	1.48%
NE 50TH WAY	CR 501	6,630	7,987	9,966	10,217	9,939	10,568	10,373	10.65%	-0.08%	1.48%	1.48%
CR 501	LAKE COUNTY LINE	6,856	7,905	10,521	9,837	10,669	9,577	12,439	11.69%	1.30%	1.48%	1.48%
<u>CR 48</u>												
C-476	CR 567	6,243	7,403	7,189	6,475	7,150	15,348	12,825	3.45%	-0.71%	1.48%	1.48%
CR 567	CR 569 / NORTH AV	5,944	5,412	6,084	5,709	6,051	15,846	13,154	0.45%	-0.74%	1.48%	1.48%
CR 569 / NORTH AV	LAKE COUNTY LINE	5,056	5,372	5,965			15,812	14,494	-100.00%	-0.36%	1.48%	1.48%
<u>C-476</u>												
C-476A / JASPER ST	SR 471	2,105	2,143	2,595			4,611	1,884	-100.00%	-2.57%	1.48%	1.48%
<u>MEGGISON RD EXTENSION</u>												
SR 44	CR 468							4,327				
CR 468	TURNPIKE OVERPASS							6,491				
TURNPIKE OVERPASS	C-470							5,154				
<u>MORSE BLVD EXTENSION</u>												
WARM SPRINGS AV	MEGGISON RD							4,132				
<u>MARSH BEND TRL</u>												
US 301	CORBIN TRL							63				
CORBIN TRL	CR 501							63				
<u>FENNEY WAY</u>												
WARM SPRINGS AV	CORBIN TRL							0				
<u>CORBIN TRL</u>												
MARSH BEND TRL	WARM SPRINGS AV							0				
WARM SPRINGS AV	FENNEY WAY							80				
FENNEY WAY	CR 501							571				
CR 501	ROAD C							417				
<u>BEXLEY CONNECTIVITY BRIDGE (TURNPIKE OVERPASS)</u>												
MEGGISON RD	CORBIN TRL							2,523				
<u>BEXLEY TRL</u>												
BEXLEY CONNECTIVITY BRIDGE C-470								2,178				
<u>ROAD A</u>												
C-470	ROAD B							1,810				
ROAD B	ROAD C							2,293				
ROAD C	CR 48							4,329				
<u>ROAD B</u>												
C-470	ROAD A							619				
ROAD A	ROAD 3							135				
ROAD 3	ROAD 4							135				
ROAD 4	SR 471							12				
<u>ROAD C</u>												
C-470	ROAD 2							1,913				
ROAD 2	ROAD A							1,913				
ROAD A	ROAD 3							3,223				
ROAD 3	ROAD 4							3,223				
ROAD 4	SR 471							2,900				
<u>ROAD D</u>												
C-470	ROAD A							0				

Table E2: BEBR Growth Rates

County	BEBR Pop Estimate Apr 1, 2017	BEBR Population Projections (April 1)					Medium Rate 2040
		Range	2025	2045	2025	2045	
Lake	331,724	Low	354,500	405,600	0.76%	0.77%	1.90%
		Medium	392,900	509,600	2.05%	1.85%	
		High	426,500	624,200	3.17%	3.04%	
Marion	349,267	Low	355,100	374,700	0.19%	0.25%	1.06%
		Medium	386,100	452,900	1.17%	1.02%	
		High	415,000	545,900	2.09%	1.94%	
Sumter	120,700	Low	138,100	169,400	1.60%	1.39%	3.28%
		Medium	158,900	232,600	3.52%	3.20%	
		High	176,400	301,000	5.13%	5.15%	

Average BEBR Medium Annual Growth Rate for Study Area (Lake, Marion)¹ = 1.48%

¹Sumter County growth, being highly dependent on Villages growth, was excluded in determining background growth rate for the study area.

EXHIBIT 7

UTILITY FRANCHISE AGREEMENT

ORDINANCE NO. O2022-43

AN ORDINANCE OF THE CITY OF WILDWOOD FLORIDA; AMENDING AND RESTATING ORDINANCE NO. O2017-23, ORDINANCE NO. O2019-55 AND ORDINANCE O2020-14; PROVIDING A SHORT TITLE; PROVIDING FINDINGS AND INTENT; GRANTING CERTAIN NON-EXCLUSIVE FRANCHISES TO SOUTH SUMTER UTILITY COMPANY, LLC, SOUTHEAST WILDWOOD WATER CONSERVATION AUTHORITY, LLC, SOUTH SUMTER ELECTRIC COMPANY, LLC, SOUTH SUMTER GAS COMPANY, LLC, MIDDLETON UTILITY COMPANY, LLC, MIDDLETON WATER CONSERVATION AUTHORITY, LLC, GIBSON PLACE UTILITY COMPANY, LLC, AND GIBSON PLACE WATER CONSERVATION AUTHORITY, LLC, THEIR SUCCESSORS AND ASSIGNS (EACH A FRANCHISEE, AND SOMETIMES COLLECTIVELY REFERRED TO HEREIN AS THE "FRANCHISEES"); A FRANCHISE FOR A PERIOD OF THIRTY (30) YEARS FROM THE ADOPTION OF THIS ORDINANCE TO CONSTRUCT, OWN, OPERATE AND MAINTAIN CERTAIN SERVICES AND FACILITIES TO SERVE AREAS WITHIN AND ADJACENT TO THE VILLAGES AGE RESTRICTED DEVELOPMENT; SETTING FORTH THE TERMS AND CONDITIONS UNDER WHICH SUCH FRANCHISES SHALL OPERATE; AMENDING THE FRANCHISE TERRITORY; AMENDING NOTICE PROVISIONS; PROVIDING FOR CONFLICT AND SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. SHORT TITLE. This Ordinance shall be known and may be cited as the "Second Amended and Restated Villages ARD Franchisees Ordinance."

SECTION 2. FINDINGS AND INTENT. The City Commission makes the following findings and intent:

(1) The City of Wildwood, Florida (hereafter "City") exercises control over all publicly dedicated rights-of-way, streets, alleys, bridges, easements, and other public places located within the limits of the City.

(2) Affiliates of the Franchisees are the Owners of that certain real property located in the City of Wildwood being more particularly described on **Exhibit "A"** attached hereto and incorporated herein (the "Property").

(3) Affiliates of Franchisees will develop the Property in accordance with its zoning and land use approvals for a large-scale active adult community (the "Villages ARD Planned Development").

(4) The Property is currently located within the City's exclusive water, wastewater, and reclaimed water service area.

(5) The City's reclaimed water service is not currently available to the Property.

(6) The City Commission has considered a request submitted by the proposed Franchisees, which are South Sumter Utility Company, LLC, Southeast Wildwood Water Conservation Authority, LLC, South Sumter Electric Company, LLC, South Sumter Gas Company, LLC, Middleton Utility Company, LLC, Middleton Water Conservation Authority, LLC, Gibson Place Utility Company, LLC, and Gibson Place Water Conservation Authority, LLC, to provide potable water and wastewater services, irrigation services with irrigation water, as well as electric and natural gas services to serve the Property.

(7) The aforesaid rights-of-way to be used by the Franchisees are valuable public properties to be dedicated to City by Owners and maintained by the City at great expense to the City's taxpayers, and the right to use said rights-of-way is a valuable property right to the Franchisees.

(8) The City desires to ensure that the aforesaid rights-of-way used by the Franchisees are promptly restored to a safe and secure condition to protect the health, safety and welfare of the citizens and residents of the City.

(9) State statutes, City ordinances, and the City Charter authorize the City to grant non-exclusive franchises for the purposes set forth herein.

(10) The City Commission amended certain terms of the Franchise granted to the South Sumter Utility Company, LLC pursuant to Ordinance O2017-23 and O2019-55.

(11) Further, the City terminated the Wholesale Potable Water and Wastewater Agreement entered into on September 14, 2017 as recorded in the Official Records Book 3276, Page 117, Public Records of Sumter County, Florida, through a territory and emergency services agreement.

(12) Pursuant to the termination of the Wholesale Potable Water and Wastewater Agreement, the City terminated the Grant of Easement as recorded in Official Record Book 3429, Page 375, Public Records of Sumter County, Florida.

(13) It is the further intent of the City Commission that as additional Villages ARD Planned Development property is added to the Property, the City will approve further

amendments to Ordinance O2017-23 and Ordinance O2019-55 expanding the boundary as it did in Ordinance O2020-14.

(14) After due deliberation and full consideration, the City Commission has determined to amend and restate Ordinance No. O2019-55 which granted a franchise to South Sumter Utility Company, LLC, Southeast Wildwood Water Conservation Authority, LLC, South Sumter Electric Company, LLC, and South Sumter Gas Company, LLC, to provide such services, subject to the terms and conditions set forth below.

SECTION 3. DEFINITIONS. For the purposes of this Ordinance, the following terms shall have the meaning given herein:

(a) The term "City" shall mean the City of Wildwood, Florida.

(b) The term "Customers" shall mean and include any and all organizations, firms, entities, or persons who may desire or require Franchisees' services for land located within the Franchise territory.

(c) The term "Franchisees" shall mean South Sumter Utility Company, LLC, a Florida limited liability company, Southeast Wildwood Water Conservation Authority, LLC, a Florida limited liability company, South Sumter Electric Company, LLC, a Florida limited liability company, South Sumter Gas Company, LLC, a Florida limited liability company, Middleton Utility Company, LLC, a Delaware limited liability company, Middleton Water Conservation Authority, LLC, a Delaware limited liability company, Gibson Place Utility Company, LLC, a Florida limited liability company and Gibson Place Water Conservation Authority, LLC, a Florida limited liability company. Franchisees shall also include any entity that is assigned the franchise rights of any Franchisee, in accordance with this Ordinance.

(d) The term "Franchise" or "Franchise Agreement" shall mean this Villages ARD Franchisees Ordinance and Agreement, as passed and adopted by the City and accepted by each Franchisee.

(e) The term "Franchise Territory" shall mean the following: (i) the area of the City more particularly described in **Exhibit "A"** attached hereto and incorporated herein, which area includes the Property and certain public right-of-way located adjacent to the Property; (ii) any and all streets, alleys, public ways or easements, and public property or places that may now or hereafter exist within the area of the City; and (iii) any other property that may be approved by the City from time to time for development as part of the Villages ARD Planned Development, provided such additional property must be added as an amendment to this franchise by ordinance, less and except that portion of the City lying within the Brownwood community.

(f) The term "Operating Revenues" for each Franchisee shall mean all user fees collected by Franchisees from the sale of such services provided by that Franchisee to Customers within and throughout the Franchise Territory. Operating Revenues shall not include Customer deposits, meter fees, fees or improvements received as

contributions-in-aid-of-construction, sales taxes, municipal public service taxes, franchise fees, or other non-user fees or charges derived from the operation of the services of such Franchisee.

(g) The term "Systems" shall have the meaning as herein defined in Section 5.

SECTION 4. AUTHORITY. This Ordinance is being adopted pursuant to the City's Charter, relevant special acts, and Chapter 166, Florida Statutes (2021).

SECTION 5. GRANT OF AUTHORITY. There is hereby granted by the City to each Franchisee the non-exclusive right, privilege, and franchise to erect, construct, operate, and maintain the Systems and related facilities, including but not limited to pump, stations, wells, mains, pipes, supply pipes, conduits, ducts, service connections, manholes, control devices, and any other hardware or other appurtenances used as a means of producing, treating, conveying distributing, or selling certain services authorized by this Ordinance in Section 7 to any person or entity to be supplied by each Franchisee within the Franchise Territory and to sell and distribute such services to Customers within and throughout the Franchise Territory (hereinafter collectively referred to as "Systems"). The foregoing rights granted to each Franchisee shall be non-exclusive, but the City agrees, as part of the consideration for the granting of the purchase option set forth in this Franchise, to refrain from granting a similar franchise within the Franchise Territory to any other private, non-governmental entity or person at any time during the period of this Franchise, except for pre-existing franchises. The Franchisees each acknowledge that the City currently has Franchise Agreements with TECO (Ordinance No. O2009-13) dated August 9, 2009, Duke Energy (Ordinance No. 289) dated May 13, 1996, SECO (Ordinance No. O2020-68) dated November 9, 2020, Wildwood Utility Dependent District (Ordinance No. O2021-45) dated August, 23, 2021, and The City of Leesburg, Florida (Ordinance Nos. O2018-14 and O2020-31) dated February 26, 2018 and July 27, 2020, respectively. To the extent that any or all of these Franchise Agreement conflict with or supersede any Franchisee's rights under this Franchise Agreement, no Franchisee shall interfere with or challenge the prior rights of TECO, Duke Energy, SECO, Wildwood Utility Dependent District and/or the City of Leesburg, Florida.

SECTION 6. NATURE OF FRANCHISE; POWERS RETAINED BY CITY. Once this Villages ARD Franchisees Ordinance becomes final, it shall be deemed both a contract with each Franchisee and a legislative act as provided under Florida law. Each Franchise is subject to all franchises and permits heretofore granted by the City Commission to use the streets, alleys, lanes, and public places of the City by public utility or public service corporations. It is not intended by the grant of this Franchise to abridge the exercise of the police power of the City. The grant of these Franchises is subject to all ordinances and resolution of the City Commission as the same now exist or may be hereafter amended, revised or modified to the extent no inconsistent with the terms of this Franchise. Each Franchisee shall at all times continue to be subject to all applicable public service taxes (Section 166.231, Florida Statutes), ad valorem taxes (Section 166.211, Florida Statutes), and such other applicable taxes, charges or fess as may be

lawfully authorized by the Florida Constitution, the general or special laws of the State of Florida, the provisions of the Municipal Home Rule Powers Act (Chapter 166, Florida Statutes), or the ordinances of the City, subject to the provisions of Section 5 and to the extent that such ordinances are not preempted, as a matter of law, by federal or state law. Each Franchisee shall, at all time, during the life of these Franchises, be subject to all lawful exercises of police power by the City, and to such reasonable laws, rules, and regulation as the City shall hereafter, by resolution or ordinance provide, including, but not limited to, any ordinances pertaining to excavation, reconstruction, and development requirements and standards.

SECTION 7. GRANT OF FRANCHISES.

(a) **Franchise Granted to South Sumter Utility Company, LLC.** The Franchise being granted to South Sumter Utility Company, LLC is to construct, operate and maintain a Potable Water Distribution System and a Wastewater Collection, Treatment and Disposal System, pursuant to the provisions of Section 5 above.

For the Water System, Franchisee is authorized to:

- (1) Provide water treatment facilities for the production and treatment of potable water for domestic, commercial and industrial purposes in accordance with applicable regulatory standards.
- (2) Provide potable water distribution lines and related facilities.

For the Wastewater System, the Franchisee is authorized to:

- (1) Provide wastewater treatment facilities for the treatment of domestic, commercial and industrial wastewater in accordance with applicable regulatory standards;
- (2) Provide wastewater collection lines and related facilities for the collection and transmission of wastewater to the wastewater treatment facilities;

Operation and maintenance costs of the water and wastewater systems shall be the sole responsibility of Franchisee and are considered applicable costs to be included in rates, fees and charges of the Franchisee, along with cost for construction of said facilities in addition to other costs generally accepted in the computation of rates, fees and charges for Investor Owned Utilities.

In addition to the Franchisee Fee provided herein, South Sumter Utility Company, LLC agrees to pay Pilot Fees at the same time and manner as the Franchise Fees provided for herein. The Pilot Fee shall be calculated on a per ERC basis and charged at the time each ERC commences utilizing the service of the wastewater system. The fee initially shall be an estimate of the Average Depreciation Value of the capital facilities of the wastewater system which equals the estimated initial cost of construction plus depreciable value at the end of the franchise term divided by two; divided by the total number of ERC to be served by

said capital facilities; times the City's current millage rate; divided by 12 months. The initial Pilot Fee is \$0.85 per ERC per month. The Pilot Fee may be reviewed and adjusted in five (5) year increments during the term of this franchise.

(b) **Franchise Granted to Southeast Wildwood Water Conservation Authority, LLC.** For Wastewater disposal, the Franchisee will utilize treated effluent to the greatest degree possible as Irrigation Water, along with supplemental water sources as provided for herein. The responsibility for operating and maintaining the Irrigation System for disposal of wastewater effluent shall be the responsibility of Southeast Wildwood Water Conservation Authority, LLC (SEWWCA), which is granted the franchise, pursuant to the terms of this Ordinance.

Irrigation System shall mean all improvements, facilities and systems used or useful to serve the Franchise Territory with Irrigation Water. The source of such Irrigation Water may be derived from stormwater, irrigation wells permitted by the applicable water management district, other non-potable sources of water, or any combination thereof.

(c) **Franchise Granted to South Sumter Electric Company, LLC.** For electric power distribution and related facilities, South Sumter Electric Company, LLC is granted the franchise pursuant to the provisions of this Ordinance. The Franchisee shall be responsible for constructing, operating and maintaining the facilities in accordance with Section 5. The Franchisee shall pay to the City a franchise fee as provided in this Ordinance.

(d) **Franchise Granted to South Sumter Gas Company, LLC.** For natural gas distribution and related facilities, South Sumter Gas Company, LLC is granted the franchise pursuant to the provisions of this Ordinance. The Franchisee shall be responsible for constructing, operating and maintaining the facilities in accordance with Section 5. The Franchisee shall pay to the City a franchise fee as provided in this Ordinance.

(e) **Franchise Granted to Middleton Utility Company, LLC.** The Franchise being granted to Middleton Utility Company, LLC is to construct, operate and maintain a Potable Water Distribution System and a Wastewater Collection, Treatment and Disposal System, pursuant to the provisions of Section 5 above.

For the Water System, Franchisee is authorized to:

- (1) Provide water treatment facilities for the production and treatment of potable water for domestic, commercial and industrial purposes in accordance with applicable regulatory standards.
- (2) Provide potable water distribution lines and related facilities.

For the Wastewater System, the Franchisee is authorized to:

(1) Provide wastewater treatment facilities for the treatment of domestic, commercial and industrial wastewater in accordance with applicable regulatory standards;

(2) Provide wastewater collection lines and related facilities for the collection and transmission of wastewater to the wastewater treatment facilities;

Operation and maintenance costs of the water and wastewater systems shall be the sole responsibility of Franchisee and are considered applicable costs to be included in rates, fees and charges of the Franchisee, along with cost for construction of said facilities in addition to other costs generally accepted in the computation of rates, fees and charges for Investor Owned Utilities.

In addition to the Franchisee Fee provided herein, Middleton Utility Company, LLC agrees to pay Pilot Fees at the same time and manner as the Franchise Fees provided for herein. The Pilot Fee shall be calculated on a per ERC basis and charged at the time each ERC commences utilizing the service of the wastewater system. The fee initially shall be an estimate of the Average Depreciation Value of the capital facilities of the wastewater system which equals the estimated initial cost of construction plus depreciable value at the end of the franchise term divided by two; divided by the total number of ERC to be served by said capital facilities; times the City's current millage rate; divided by 12 months. The initial Pilot Fee is \$0.85 per ERC per month. The Pilot Fee may be reviewed and adjusted in five (5) year increments during the term of this franchise

(f) **Franchise Granted to Middleton Water Conservation Authority, LLC.** For Wastewater disposal, the Franchisee will utilize treated effluent to the greatest degree possible as Irrigation Water, along with supplemental water sources as provided for herein. The responsibility for operating and maintaining the Irrigation System for disposal of wastewater effluent shall be the responsibility of Middleton Water Conservation Authority, LLC, which is granted the franchise, pursuant to the terms of this Ordinance

Irrigation System shall mean all improvements, facilities and systems used or useful to serve the Franchise Territory with Irrigation Water. The source of such Irrigation Water may be derived from stormwater, irrigation wells permitted by the applicable water management district, other non-potable sources of water, or any combination thereof.

(g) **Franchise Granted to Gibson Place Utility Company, LLC.** The Franchise being granted to Gibson Place Utility Company, LLC is to construct, operate and maintain a Potable Water Distribution System and a Wastewater Collection, Treatment and Disposal System, pursuant to the provisions of Section 5 above.

For the Water System, Franchisee is authorized to:

(1) Provide water treatment facilities for the production and treatment of potable water for domestic, commercial and industrial purposes in accordance with applicable regulatory standards.

- (2) Provide potable water distribution lines and related facilities.

For the Wastewater System, the Franchisee is authorized to:

- (1) Provide wastewater treatment facilities for the treatment of domestic, commercial and industrial wastewater in accordance with applicable regulatory standards;
- (2) Provide wastewater collection lines and related facilities for the collection and transmission of wastewater to the wastewater treatment facilities;

Operation and maintenance costs of the water and wastewater systems shall be the sole responsibility of Franchisee and are considered applicable costs to be included in rates, fees and charges of the Franchisee, along with cost for construction of said facilities in addition to other costs generally accepted in the computation of rates, fees and charges for Investor Owned Utilities.

In addition to the Franchisee Fee provided herein, Gibson Place Utility Company, LLC agrees to pay Pilot Fees at the same time and manner as the Franchise Fees provided for herein. The Pilot Fee shall be calculated on a per ERC basis and charged at the time each ERC commences utilizing the service of the wastewater system. The fee initially shall be an estimate of the Average Depreciation Value of the capital facilities of the wastewater system which equals the estimated initial cost of construction plus depreciable value at the end of the franchise term divided by two; divided by the total number of ERC to be served by said capital facilities; times the City's current millage rate; divided by 12 months. The initial Pilot Fee is \$0.85 per ERC per month. The Pilot Fee may be reviewed and adjusted in five (5) year increments during the term of this franchise.

(h) **Franchise Granted to Gibson Place Water Conservation Authority, LLC.** For Wastewater disposal, the Franchisee will utilize treated effluent to the greatest degree possible as Irrigation Water, along with supplemental water sources as provided for herein. The responsibility for operating and maintaining the Irrigation System for disposal of wastewater effluent shall be the responsibility of Middleton Water Conservation Authority, LLC, which is granted the franchise, pursuant to the terms of this Ordinance.

Irrigation System shall mean all improvements, facilities and systems used or useful to serve the Franchise Territory with Irrigation Water. The source of such Irrigation Water may be derived from stormwater, irrigation wells permitted by the applicable water management district, other non-potable sources of water, or any combination thereof.

SECTION 8. INDEMNIFICATION; INSURANCE.

(a) Each Franchisee or its subcontractors shall indemnify and hold harmless the City, its agents, elected or appointed officials, officers and employees from any and all liability, claims, demands, damages, expenses, fees, penalties, suits, proceedings, actions and cost of actions (including attorneys' fees and costs at trial and on appeal), of

any kind or nature, arising or growing out of, or any way connected with the exercise by Franchisees of its rights contained herein.

(b) Each Franchisee or its subcontractors shall procure and maintain, for the duration of this Franchise, insurance of the types and limits specified below:

(1) Comprehensive General Liability - bodily injury and property damage coverage shall be for not less than \$1,000,000.00 per occurrence and not less than \$1,000,000.00 in the aggregate. The City shall be named as an additional insured on the policy.

(2) Business Automobile Liability - business automobile liability coverage shall be in a combined single limit of not less than \$500,000.00 per occurrence. The City shall be named as an additional insured on the policy.

(3) The City Commission for the City of Wildwood shall have the right to reassess and adjust the required amount of liability insurance required under this Section every five (5) years, if necessary. In so doing, the City Commission shall take into consideration all relevant factors, including, but not limited to, the rate of inflation, changes in law, and information related to risk assessment for the City. Whenever the City Commission exercises its right to reassess the amount of liability insurance required, the Franchisees shall have the right to present any information that they deem relevant to the City Commission's determination regarding the same.

SECTION 9. SERVICE STANDARDS. Franchisees shall maintain and operate its Systems and facilities and render efficient service in accordance with the rules and regulations as are, or may be, set forth by the City and/or other agency and/or entity with jurisdiction to regulate and/or promulgate rules regarding Franchisees' operations.

SECTION 10. PAYMENTS TO THE CITY.

(a) In consideration for the granting of each Franchise, each Franchisee (or its successors or assigns, as applicable), shall pay to the City (or its successors), an annual amount which will equal five percent (5%) of each Franchisees' annual gross Operating Revenues taken in and received by it for providing all aspects of services provided by each Franchisee to its Customers within the Franchise Territory, as now or hereafter constituted. Each Franchisee shall be permitted to collect the franchise fees provided for under this Franchise from its retail customers receiving said service as a line item on its retail bills. Each Franchisee may not incorporate any franchise fee into its other rates for service.

(b) The Franchisees shall pay the franchise fee provided by this section semi-annually on January 1 and July 1 of each year during the term of this franchise. Any payments not made by the Franchisees within 20 days after the date said payment is due, shall thereafter be payable with interest at the rate of fifteen percent (15%) per annum.

(c) Each Franchisee shall at all times continue to be subject to and shall pay to the City all legally authorized and applicable public service taxes, ad valorem taxes (intangible, personal, real), occupational taxes, and any and all other valid tax, levied or imposed by the City. Such charges and fees shall include but not be limited to licensing, permit fees, development review and inspection fees and all other such fees including fees, charges, taxes and/or assessments validly adopted and/or imposed during the term of this Franchise Agreement.

(d) The franchise fee payments, together with any interest that may apply, shall be made by wire transfer or other electronic means.

SECTION 11. RECORDS AND REPORTS. The City or its designated representative shall have the right during the term of each Franchise to examine, at all reasonable business hours, all of each Franchisee's plans, contracts, engineering, accounting, finance, statistical, customer and service records relating to performance under this Ordinance; provided, however, that the City expressly acknowledges and agrees that each Franchisee may redact proprietary information and any private customer information from such documents and records prior to making the same available to the City for examination hereunder. The City agrees to keep any information it obtains confidential to the maximum extent possible under Florida's public records law. As well, each Franchisee shall provide directly to the City an annual summary report showing gross revenues received by each Franchisee from its operations within the City during the preceding fiscal year and such other information as the City shall request with respect to properties, quality control, and expenses related to each Franchisee service within the City. The City may audit the financial records of each Franchisee for the purpose of determining that proper collection or payment of franchise fees is being made by each Franchisee in accordance with this Ordinance at the City's initial expense. Each Franchisee shall cooperate with and make available those records necessary for City to perform the audit. If the audit demonstrates that payment or collection of franchise fees is more than 5% less than the semi-annual amount that should have been paid or collected, each Franchisee shall, in addition to paying the fees that should have been paid or collected, pay the cost of the audit.

SECTION 12. RATES.

(a) Each Franchisee may charge to Customers such service rates and fees not in excess of those rates and fees set forth herein or as approved by the Florida Public Service Commission, or if not governed by the Florida Public Service Commission, then as approved by the City (hereinafter the "Approved Rates and Fee Schedule").

(b) From time to time, each Franchisee shall have the ability to apply to the City for changes to the Approved Rates and Fees Schedule. Requests for increases to the Approved Rates and Fees Schedule that do not exceed the rate of inflation determined by the Consumer Price index (CPI) for Utilities published by the U.S. Bureau of Labor Statistics appropriately adjusted for the calendar year (January 1st to December 31st)

preceding the calendar year in which the request is made shall not require an approval hearing of the City Commission; provided, however, that each Franchisee may only file one such request per calendar year. All other requests for changes to the Approved Rate and Fee Schedules shall be just, fair, and reasonable and require City Commission approval in a duly noticed public hearing. **NOTE:** In no event, will the actual annual rate adjustment be less than positive two percent (2%), and no greater than positive four percent (4%).

(c) Each Franchisee shall be responsible for the billing and collection of all fees and rates charged to Customers of the services authorized to each Franchisee by this Ordinance.

SECTION 13. TRANSFER OR ENCUMBRANCE OF FRANCHISES. No Franchisee may assign or otherwise transfer its franchise rights except with the prior written consent of the City expressed by an ordinance, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the City hereby consents to the following transfers: (i) any assignment of Franchisees' franchise rights to a third party owned, controlled or managed, directly or indirectly, by Franchisees; (ii) any assignment of Franchisees' franchise rights to the Community Development District that has been approved by the City, pursuant to Chapter 190, Florida Statutes, for the Property, or a special dependent or independent district created pursuant to the provisions of Chapter 189, Florida Statutes; and with such new Franchise entity assuming all of the duties and obligations of the assigning Franchise. Franchisees shall be released from all obligations set forth in this Ordinance upon the assignment of its rights in accordance with this Section and upon the written acceptance by assignee of the obligations so assigned by Franchisees.

SECTION 14. FORFEITURE OF FRANCHISE; NON-COMPLIANCE. In the event of a material default by any Franchisee with respect to its obligations under this Ordinance, the City shall provide written notice of such default to such Franchisee. In the event that Franchisee fails to cure the alleged material default within sixty (60) days of its receipt of such notice from the City, then the City shall be entitled: (i) to file an action against that Franchisee for specific performance of its obligations under this Ordinance; (ii) to file an action against Franchisees for damages actually incurred by City by reason of Franchisee's default of its obligations under this Ordinance, provided in no event shall City be entitled to recover any consequential, indirect, special, speculative, punitive or exemplary damages from Franchisee; or (iii) to file an action against Franchisee to terminate the Franchise as to that Franchise.

SECTION 15. TERM OF FRANCHISE. This Franchise and the rights herein granted to each Franchisee shall take effect after final passage of this Ordinance, as required by law, and full execution by all parties, and shall continue in full force and effect for a term of thirty (30) years after the date on which the Franchise Agreement was accepted by Franchisee in accordance with Section 16 below. The City recognizes that this Ordinance may be amended in the future ("Ordinance Amendment") to incorporate additional property which pursuant to Section 3(e) will become part of the Franchise

Territory. As additional areas are brought within the Franchise Territory, such Ordinance Amendment shall extend the term of the Franchise thirty (30) years from the effective date of each such amendment. At such time as any Franchise interest is conveyed to a community development district, dependent district or independent district (the "District") as may be created pursuant to Chapters 189 and 190, Florida Statutes, notice shall be provided to the City and, upon request by the District, the City will undertake deliberations to consider granting a thirty (30) year Franchise to the District, for the area within the District, under the same terms and conditions of the transferring Franchise.

SECTION 16. ACCEPTANCE. This Franchise is hereby granted upon the condition that, within thirty (30) days after the date of passage of this Ordinance, the Franchisee shall file with the City Clerk its acceptance of the terms and conditions of this Franchise, which acceptance shall be in writing, duly executed by or on behalf of the Franchisee and contain the Franchisee's address.

SECTION 17. SEVERABILITY. Notwithstanding the fact that each Franchise is a separate contract with each Franchisee, should any section or provision of this Franchise or any portion thereof, the deletion of which would not adversely affect (in the general sense) the receipt of any material benefits or, substantially increase the burden of any party hereunder, be declared by a judicial or administrative tribunal of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder, as a whole or any part thereof, other than the part declared to be invalid. In the event of any such partial invalidity, the City and Franchisee shall meet and negotiate in good faith to obtain a replacement provision that is in compliance with the judicial or administrative authority's decisions and consistent with the original intent of the parties as contained herein. If such decision is fundamental to or alters the essence of this Franchise, then the parties agree to negotiate a new franchise agreement.

SECTION 18. GOVERNING LAW AND VENUE. The rights and privileges granted to Franchisees by this Franchise shall at all times be subordinate and inferior to the rights of the public in and to the ordinary use of the Public Rights-of-Way and nothing in this Franchise shall be considered as a surrender by the City of its right and power to use and relocate the use of its rights-of-way. In the event that any legal proceeding is brought to enforce the terms of this Franchise, the same shall be brought in Sumter County, Florida.

SECTION 19. NOTICES. Except in exigent circumstances, and except as otherwise specifically provided in this Franchise, all notices by either City or Franchisee to the other shall be made by either depositing such notice in the United States Mail, Certified Mail return receipt requested or by facsimile. Any notice served by certified mail return receipt shall be deemed delivered five (5) days after the date of such deposit in the United States Mail unless otherwise provided. Any notice given by facsimile is deemed received by next Business Day. "Business Day" for purposes of this Section shall mean Monday through Friday, with Saturday, Sunday and City and Franchisee observed holidays excepted. All notices shall be addressed as follows:

As To City: City of Wildwood
Attn: Jason McHugh, AICP
City Manager
100 N. Main Street
Wildwood, FL 34785

With Copy to: Ashley S. Hunt, Esq.
Hunt Law Firm, P.A.
601 S. 9th Street
Leesburg, FL 34748

With Copy to: City of Wildwood
Attn: Susan Patterson
City Clerk
100 N. Main Street
Wildwood, FL 34785

As To Franchisees:

South Sumter Utility Company, LLC
3619 Kiessel Road
The Villages, Florida 32163

Southeast Wildwood Water Conservation Authority, LLC
3619 Kiessel Road
The Villages, Florida 32163

South Sumter Electric Company, LLC
3619 Kiessel Road
The Villages, Florida 32163

South Sumter Gas Company, LLC
3619 Kiessel Road
The Villages, Florida 32163

Middleton Utility Company, LLC
3619 Kiessel Road
The Villages, Florida 32163

Middleton Water Conservation Authority, LLC
3619 Kiessel Road
The Villages, Florida 32163

Gibson Place Utility Company, LLC
3619 Kiessel Road
The Villages, Florida 32163

Gibson Place Water Conservation Authority, LLC,
3619 Kiessel Road
The Villages, Florida 32163

With Copy to:

South Sumter Utility Company, LLC
Attention: Kelsea Morse Manly
3619 Kiessel Road
The Villages, Florida 32163

Southeast Wildwood Water Conservation Authority, LLC
Attention: Kelsea Morse Manly
3619 Kiessel Road
The Villages, Florida 32163

South Sumter Electric Company, LLC
Attention: Kelsea Morse Manly
3619 Kiessel Road
The Villages, Florida 32163

South Sumter Gas Company, LLC
Attention: Kelsea Morse Manly
3619 Kiessel Road
The Villages, Florida 32163

Middleton Utility Company, LLC
Attention: Kelsea Morse Manly
3619 Kiessel Road
The Villages, Florida 32163

Middleton Water Conservation Authority, LLC
Attention: Kelsea Morse Manly
3619 Kiessel Road
The Villages, Florida 32163

Gibson Place Utility Company, LLC
Attention: Kelsea Morse Manly
3619 Kiessel Road
The Villages, Florida 32163

Gibson Place Water Conservation Authority, LLC,
Attention: Kelsea Morse Manly
3619 Kiessel Road
The Villages, Florida 32163

Notice shall be given as required by this Franchise and for all other emergencies. Notice shall be provided to the above-named addressees unless directed otherwise in writing by the City or Franchisee.

SECTION 20. NON-WAIVER PROVISION. The failure of either Party to insist in anyone or more instances upon the strict performance of anyone or more of the terms or provisions of this Franchise shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by either party unless said waiver or relinquishment is in writing and signed by the Parties.

SECTION 21. COMPLETE AGREEMENT. This Franchise together with the exhibits (as may be amended from time to time in accordance with the terms hereof) represents the entire agreement of the Parties and supersedes all prior representations whether oral or in writing with respect to the rights of the Parties.

SECTION 22. RIGHT OF ACQUISITION BY CITY. The City shall have the right to purchase and take over the property and services of the South Sumter Utility Company, LLC Franchise, Middleton Utility Company, LLC, and/or Gibson Place Utility Company, LLC Franchise at the expiration of the term, unless the City requests to extend the Franchise(s) for an additional thirty (30) years. In the event the City desires to extend the Franchise(s), the City shall provide official notice to the Franchisee(s) one year in advance of the expiration of the term. In the event the City does not extend the Franchise(s), the City shall have the right to purchase and take over the property and services of the South Sumter Utility Company, LLC Franchise, Middleton Utility Company, LLC, and/or Gibson Place Utility Company, LLC Franchise, subject to this Ordinance by providing an official notice upon South Sumter Utility Company, LLC Franchisee, Middleton Utility Company, LLC Franchisee, and/or Gibson Place Utility Company, LLC Franchisee to that effect and payment to Franchisee(s) of the price. The Franchisee(s) shall execute such deeds or instruments of conveyance to the City as shall be required to convey to the City title to the property in fee simple, free from any and all liens and encumbrances. The price shall be based upon fair market value as determined by mutual agreement or non-binding arbitration. Each side shall pay its own attorneys' fees.

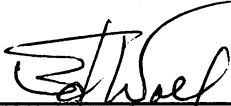
SECTION 23. AMENDMENTS TO FRANCHISE AGREEMENT. Changes in the terms and conditions to this Franchise Agreement may be made by written agreement between the City and the Franchisee.

SECTION 24. ORDINANCES REPEALED. All ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed as of the effective date.

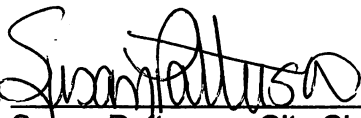
SECTION 25. EFFECTIVE DATE. This Ordinance granting a franchise to Franchisee shall take effect immediately upon becoming a law; provided, however, this Ordinance shall become effective only upon the written acceptance of Franchisee all as provided in Sections 15 and 16 hereinabove.

DONE AND ORDAINED this 27th day of June, 2022, by the City Commission of the City of Wildwood, Florida.

**CITY COMMISSION
CITY OF WILDWOOD, FLORIDA**



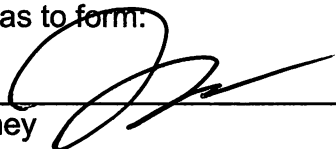
Ed Wolf, Mayor

ATTEST: 

Susan Patterson, City Clerk

First Reading: 6-13-2022

Second Reading: 6-27-2022

Approved as to form:


City Attorney

**FRANCHISE AREA
AMENDED & RESTATED
JUNE 2022**

PARCEL 1

THOSE PORTIONS OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 17, LYING SOUTH OF STATE ROAD 44; LESS RIGHT-OF-WAY FOR COUNTY ROAD 179;

ALSO LESS: THE EAST 420.00 FEET THEREOF;

TOGETHER WITH:

BEGIN 33.00 FEET EAST OF THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 17; THENCE SOUTH PARALLEL WITH THE WEST LINE THEREOF 600.83 FEET TO THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1922, PAGE 447, AS RECORDED IN THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE EAST ALONG THE SOUTH LINE THEREOF AND ITS EASTERLY EXTENSION 462.68 FEET TO THE WEST LINE OF THAT LAND DESCRIBED IN OFFICIAL RECORDS BOOK 1659, PAGE 202, AS RECORDED IN THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE SOUTH ALONG SAID WEST LINE FOR 733.89 FEET TO THE SOUTH LINE OF THE SAID NORTHEAST 1/4; THENCE EAST ALONG SAID SOUTH LINE FOR 825.00 FEET TO THE SOUTHEAST CORNER OF THE SAID NORTHEAST 1/4; THENCE NORTH ALONG THE EAST LINE THEREOF 937.50 FEET; ; THENCE WEST PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST 1/4 FOR 420.00 FEET; THENCE NORTH ALONG THE WEST LINE OF THE EAST 420.00 FEET OF THE SAID NORTHEAST 1/4 FOR 397.50 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4; THENCE WEST ALONG THE SOUTH LINE THEREOF 867.84 FEET TO THE POINT OF BEGINNING.

AND:

PARCEL 2

THOSE LANDS LYING IN SECTION 16, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, AS DESCRIBED IN THE FOLLOWING INSTRUMENTS; OFFICIAL RECORDS BOOK 3347, PAGE 618, OFFICIAL RECORDS BOOK 3347, PAGE 609 AND OFFICIAL RECORDS BOOK 3347, PAGE 615, ALL IN THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT A, AND LOTS 1 AND 2, BLOCK A OF HEARTY HOST LAKE RESORT UNIT 2, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGES 62 AND 62A, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

AND:

THAT PORTION OF SAID SECTION 16, LYING NORTH OF THE NORTH LINE OF TRACT "A" HEARTY HOST LAKE RESORT, UNIT 2, AS RECORDED IN PLAT BOOK 4, PAGE 62, AND LYING

WEST OF FLAMINGO BOULEVARD (AKA WILLIAMSBURG LANE) AS SHOWN ON SAID PLAT AND LYING SOUTH OF THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 44.

AND:

THAT PORTION OF FLAMINGO BOULEVARD, NOW KNOWN AS WILLIAMSBURG LANE, AS SET FORTH ON THAT CERTAIN PLAT OF HEARTY HOST LAKE RESORT, RECORDED IN PLAT BOOK 3, PAGE 57, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA AND DESCRIBED AS WILLIAMSBURG LANE, AS SET FORTH IN THAT CERTAIN PLAT OF HEARTY HOST LAKE RESORT UNIT 2, RECORDED IN PLAT BOOK 4, PAGE 62, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, LYING NORTH OF A NORTHEASTERLY RADIAL EXTENSION OF THE SOUTHEASTERLY LINE OF LOT 2, BLOCK A, OF SAID HEARTY HOST LAKE RESORT UNIT 2, AND LYING SOUTH OF STATE ROAD 44.

AND:

THAT PORTION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA LYING WITHIN THE FOLLOWING LANDS:

LYING SOUTH OF STATE ROAD NO. 44;

LYING EASTERLY AND NORTHEASTERLY OF WILLIAMSBURG LANE (ALSO KNOWN AS FLAMINGO BOULEVARD, PER HEARTY HOST LAKE RESORT, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 57, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA).

LYING NORTH OF THE FOLLOWING: SPRINGFIELD WAY (ALSO KNOWN AS BLUEGILL STREET) PER HEARTY HOST LAKE RESORT, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 57, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, WATER WHEEL ADULT MOBILE HOME COMMUNITY & R.V. PARK UNIT NO. 1, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGE 40, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA AND WATER WHEEL ADULT MOBILE HOME COMMUNITY & R.V. PARK UNIT NO. 2, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGES 63 AND 63A, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA).

LYING NORTH OF LOT 1, BLOCK A, OF WATER WHEEL ADULT MOBILE HOME COMMUNITY & R.V. PARK UNIT NO. 2, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGES 63 AND 63A, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

LESS AND EXCEPT:

LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2932, PAGE 793, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

ALSO LESS AND EXCEPT:

LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2759, PAGE 168, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

AND:

PARCEL 3

THE NORTH 811.80 FEET OF THE EAST 1716.00 FEET OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

AND:

THAT PORTION OF THE EAST 858.00 FEET OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA LYING NORTH OF COUNTY ROAD 181, LESS THE NORTH 811.80 FEET THEREOF.

AND:

THAT PORTION OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; LYING NORTH AND EAST OF FLORIDA'S TURNPIKE; LESS RIGHT OF WAY FOR COUNTY ROAD 181.

AND:

PARCEL 4

THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA AND THAT PORTION OF SAID SECTION 17, DESCRIBED AS FOLLOWS: COMMENCE AT THE EAST 1/4 SECTION CORNER OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 23 EAST, THENCE RUN S89°49'48"W ALONG THE SOUTH LINE OF THE NE 1/4 A DISTANCE OF 825.00 FEET TO THE POINT OF BEGINNING, THENCE N0°01'08"W FOR 733.89 FEET; THENCE S89°47'45"W ALONG THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1922, PAGE 447 OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA FOR 462.68 FEET; THENCE N0°01'08"W 600.83 FEET ALONG THE WEST LINE THEREOF AND ITS NORTHERLY EXTENSION TO THE NORTH LINE OF THE SOUTH 1/2 OF THE NE 1/4; THENCE S89°47'45"W, ALONG SAID LINE 66.00 FEET TO THE NORTHERLY EXTENSION OF THE EAST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3027, PAGE 664, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE S0°01'08"E. ALONG SAID EXTENSION AND EAST LINE 630.00 FEET TO THE SOUTHEAST CORNER OF SAID LANDS; THENCE S89°47'45"W ALONG THE SOUTH LINE OF SAID LANDS AND ITS WESTERLY EXTENSION FOR 627.34 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE SW 1/4 OF THE NE 1/4; THENCE S0°01'41"E, 704.32 FEET TO THE NORTH LINE OF THE SE 1/4; THENCE N89°49'28"E ALONG SAID NORTH LINE, 1155.75 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

AND:

PARCEL 5

TRACT D, HEARTY HOST LAKE RESORT AS RECORDED IN PLAT BOOK 3, PAGES 57 AND 57A OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, LESS AND EXCEPT A 50.00 FOOT BY 100.00 FOOT STRIP ABUTTING THE SOUTH LINE OF LOT 20, BLOCK B OF SAID PLAT.

AND LESS AND EXCEPT:

ANY PORTIONS THEREOF, LYING WITHIN THE CITY OF WILDWOOD LIFT STATION PROPERTIES (LIFT STATION NO. 1 AND LIFT STATION NO. 2) AS DESCRIBED IN WARRANTY DEED AS RECORDED IN OFFICIAL RECORDS BOOK 1077, PAGE 151 OF THE PUBLIC RECORDS

OF SUMTER COUNTY, FLORIDA.

SAID PROPERTIES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(LIFT STATION NO.1)

COMMENCE AT THE SOUTHWEST CORNER OF TRACT D, HEARTY HOST LAKE RESORT, AS RECORDED IN PLAT BOOK 3, PAGES 57 AND 57A, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE N89°38'01"E, ALONG THE SOUTHERLY BOUNDARY LINE OF SAID TRACT D, A DISTANCE OF 158.08 FEET; TO THE POINT OF BEGINNING, SAID POINT BEING 1.0 FEET OUTSIDE OF A 4-FOOT TALL FIELD FENCE SURROUNDING LIFT STATION SITE AND IMPROVEMENTS; THENCE N09°29'23"W, PARALLEL TO SAID FENCE A DISTANCE OF 27.69 FEET; THENCE CONTINUE PARALLEL TO AND 1.0 FEET OUTSIDE OF THE PERIMETER FENCE THE FOLLOWING COURSES AND DISTANCES: N77°35'26"E, A DISTANCE OF 48.35 FEET; S21°59'07"E, A DISTANCE OF 49.47 FEET; S81°26'05"W, A DISTANCE OF 59.00 FEET; THENCE N09°29'23"W, A DISTANCE OF 17.20 FEET TO THE POINT OF BEGINNING.

AND:

(LIFT STATION NO. 2)

COMMENCE AT THE MOST WESTERLY CORNER OF LOT 13, BLOCK B, OF HEARTY HOST LAKE RESORT, AS RECORDED IN PLAT BOOK 3, PAGES 57 AND 57A, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE S53°17'27"W, ALONG A SOUTHWESTERLY PROJECTION OF THE NORTHWESTERLY BOUNDARY OF SAID LOT 13, A DISTANCE OF 8.51 FEET TO THE POINT OF BEGINNING, SAID POINT BEING 1.0 FEET OUTSIDE OF A 6-FOOT TALL PRIVACY FENCE SURROUNDING LIFT STATION SITE AND IMPROVEMENTS; THENCE S35°18'00"E, PARALLEL TO SAID FENCE A DISTANCE OF 5.78 FEET; THENCE CONTINUE PARALLEL TO AND 1.0 FEET OUTSIDE OF THE PERIMETER FENCE THE FOLLOWING COURSES AND DISTANCES; S55°05'17"W, A DISTANCE OF 18.33 FEET; N34°23'34"W, A DISTANCE OF 13.88 FEET; N53°11'59"E, A DISTANCE OF 18.11 FEET; THENCE S35°18'00"E, A DISTANCE OF 8.69 FEET TO THE POINT OF BEGINNING.

AND:

PARCEL 6

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY; LESS THE NORTH 400.00 FEET THEREOF

AND:

THAT PART OF THE EAST 1/2 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING NORTH AND EAST OF FLORIDA'S TURNPIKE, LESS AND EXCEPT LOTS 8 AND 9, BLOCK R, WILDWOOD RANCH, A SUBDIVISION AS PER PLAT THEREOF FILED IN PLAT BOOK 3, PAGES 29A AND 29B, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; ALSO LESS AND EXCEPT RIGHT-OF-WAY FOR COUNTY ROAD 181.

AND:

THAT PORTION OF THE NORTH 3/4 OF THE WEST 1/2 OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING WESTERLY OF LAKE OKAHUMPKA

AND LYING NORTH AND EAST OF FLORIDA'S TURNPIKELESS ANY PORTION LYING WITHIN THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 21.

AND:

THE SOUTH 1/2 OF THE SOUTH 1/2 AND NORTHWEST 1/4 OF THE SOUTHEAST 1/4, LYING SOUTH OF LAKE OKAHUMPKA, LESS RIGHT-OF-WAY FOR FLORIDA'S TURNPIKE IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

AND:

PARCEL 7

THAT LAND LYING IN SECTION 20, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 20, BEING THE POINT OF COMMENCEMENT, RUN ALONG THE EAST LINE THEREOF THE FOLLOWING TWO COURSES: N00°07'23"E, 46.67 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N00°07'23"E, 1,871.16 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY OF FLORIDA'S TURNPIKE; THENCE DEPARTING SAID EAST LINE AND ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY THE FOLLOWING TWO COURSES: N42°56'27"W, 3,013.33 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 5,579.58 FEET; THENCE NORTHWESTERLY ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 07°56'12", A DISTANCE OF 772.89 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY AND ALONG SAID EAST LINE, RUN SOUTH 660.00 FEET, MORE OR LESS, TO THE NORTH LINE OF SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE DEPARTING SAID EAST LINE AND ALONG SAID NORTH LINE, RUN WEST 1,322.00 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE DEPARTING SAID NORTH LINE AND ALONG THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4, S00°10'33"W, 654.20 FEET TO THE NORTHERLY RIGHT-OF-WAY OF LOIS AVENUE, AS SHOWN ON WILDWOOD RANCH, AS RECORDED IN PLAT BOOK 3, PAGES 29A THROUGH 29B, INCLUSIVE, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE ALONG THE FOLLOWING COURSES AS SHOWN ON SAID PLAT: THENCE DEPARTING SAID WEST LINE AND ALONG SAID NORTHERLY RIGHT-OF-WAY, S89°39'15"E, 353.50 FEET TO THE NORTHERLY EXTENSION OF THE EASTERLY RIGHT-OF-WAY OF LEE STREET; THENCE DEPARTING SAID RIGHT-OF-WAY, S00°21'17"W, ALONG THE EASTERLY RIGHT-OF-WAY OF LEE STREET AND THE NORTHERLY EXTENSION THEREOF, A DISTANCE OF 178.54 FEET TO THE SOUTHWEST CORNER OF LOT 2, BLOCK P; THENCE DEPARTING THE EASTERLY RIGHT-OF-WAY OF LEE STREET AND ALONG THE BOUNDARY OF SAID LOT 2 THE FOLLOWING COURSES: S89°39'16"E, 580.03 FEET; THENCE N00°21'57"E, 178.54 FEET TO THE NORTHERLY RIGHT-OF-WAY OF LOIS AVENUE; THENCE DEPARTING THE BOUNDARY OF SAID LOT 2 AND ALONG SAID NORTHERLY RIGHT-OF-WAY, S89°39'16"E, 515.91 FEET TO THE NORTHERLY EXTENSION OF THE WESTERLY BOUNDARY OF LOT 13, BLOCK N; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY, S00°22'04"W, ALONG SAID NORTHERLY EXTENSION AND WESTERLY BOUNDARY A DISTANCE OF 666.78 FEET TO THE NORTHEAST CORNER OF LOT 3, BLOCK N; THENCE ALONG THE BOUNDARY OF LOTS 3 AND 4, BLOCK N, THE FOLLOWING COURSES: N89°39'51"W, 155.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE S00°22'04"W, 611.77 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE S89°35'38"E, 310.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4; THENCE N00°22'04"E, 612.15 FEET

TO THE NORTHEAST CORNER OF SAID LOT 4; THENCE DEPARTING THE BOUNDARY OF SAID LOTS 3 AND 4, ALONG THE SOUTHERLY BOUNDARY OF LOTS 9 THROUGH 12, BLOCK N, AND THE EASTERLY EXTENSION THEREOF, S89°39'51"E, 689.50 FEET TO THE EASTERLY RIGHT-OF-WAY OF JUANITA STREET; THENCE DEPARTING SAID EASTERLY EXTENSION AND ALONG SAID EASTERLY RIGHT-OF-WAY, S00°19'38"W, 662.84 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF LOT 4, BLOCK M; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY AND ALONG SAID NORTHERLY BOUNDARY, S89°37'33"E, 345.89 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 20; THENCE DEPARTING SAID NORTH LINE AND ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, S00°05'42"W, 661.44 FEET TO THE SOUTHWEST CORNER THEREOF AND THE NORTHEAST CORNER OF LOT 20, BLOCK H; THENCE DEPARTING SAID WEST LINE AND ALONG THE NORTHERLY BOUNDARY OF SAID LOT 20, N89°41'39"W, 643.47 FEET TO THE EASTERLY RIGHT-OF-WAY OF WILDWOOD STREET; THENCE DEPARTING SAID NORTHERLY BOUNDARY AND ALONG SAID EASTERLY RIGHT-OF-WAY, S00°21'08"W, 1,310.74 FEET TO THE SOUTHWEST CORNER OF LOT 13, BLOCK H; THENCE ALONG THE SOUTHERLY BOUNDARY OF LOTS 13 AND 30, BLOCK H, S89°38'50"E, 1,260.27 FEET TO THE SOUTHEAST CORNER OF SAID LOT 30 AND THE WESTERLY RIGHT-OF-WAY OF MEDINA STREET; THENCE DEPARTING SAID SOUTHERLY BOUNDARY AND ALONG SAID RIGHT-OF-WAY, N00°21'42"E, 35.24 FEET TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 13, BLOCK G; THENCE DEPARTING SAID RIGHT-OF-WAY AND ALONG SAID WESTERLY EXTENSION AND THE SOUTH BOUNDARY OF SAID LOT 13, BLOCK G, S89°35'54"E, 699.28 FEET TO THE POINT OF BEGINNING.

AND:

PARCEL 8

THAT LAND LYING IN SECTION 29, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 20, BEING THE POINT OF COMMENCEMENT, RUN ALONG THE EAST LINE THEREOF THE FOLLOWING TWO COURSES: S00°19'55"W, 448.33 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S00°19'55"W, 2,210.14 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 20; THENCE ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 29, S00°20'02"W, 2,516.37 FEET TO THE NORTHERLY RIGHT-OF-WAY OF C-468; THENCE DEPARTING SAID EAST LINE AND ALONG SAID RIGHT-OF-WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 2791, PAGE 736 AND OFFICIAL RECORDS BOOK 871, PAGE 387, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, THE FOLLOWING COURSES: N89°43'13"W, 115.87 FEET; THENCE S88°50'55"W, 747.68 FEET; THENCE N89°09'24"W, 209.10 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 5,794.58 FEET; THENCE WESTERLY ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 02°29'41", A DISTANCE OF 252.30 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4; THENCE DEPARTING SAID RIGHT-OF-WAY AND ALONG SAID EAST LINE, N00°29'26"E, 1,377.15 FEET TO THE SOUTHEAST CORNER OF LOT 13, BLOCK F, AS SHOWN ON WILDWOOD RANCH, AS RECORDED IN PLAT BOOK 3, PAGES 29A THROUGH 29B, INCLUSIVE, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE ALONG THE FOLLOWING COURSES AS SHOWN ON SAID PLAT: N89°38'52"W, ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 13 A DISTANCE OF 639.93 FEET TO THE EASTERLY RIGHT-OF-WAY OF WILDWOOD STREET; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY, N00°21'01"E, 3,501.12 FEET TO THE NORTHWESTERLY CORNER OF LOT 10, BLOCK H; THENCE DEPARTING SAID EASTERLY

RIGHT-OF-WAY, S89°39'22"E, ALONG THE NORTHERLY BOUNDARY OF LOT 10, BLOCK H AND LOT 33, BLOCK H, A DISTANCE OF 1,260.08 FEET TO THE WESTERLY RIGHT-OF-WAY OF MEDINA STREET; THENCE DEPARTING SAID NORTHERLY BOUNDARY AND ALONG SAID WESTERLY RIGHT-OF-WAY, S00°21'42"W, 130.36 FEET TO THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 9, BLOCK G; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY, S89°37'28"E, ALONG SAID WESTERLY EXTENSION AND THE NORTHERLY BOUNDARY OF SAID LOT 9, 699.71 FEET TO THE POINT OF BEGINNING.

AND:

PARCEL 9

ALL OF SECTION 28, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS RIGHT-OF-WAY FOR FLORIDA'S TURNPIKE; AND LESS RIGHT-OF-WAY FOR COUNTY ROAD 468.

AND:

PARCEL 10

THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY FLORIDA.

AND:

THE SOUTH 1/2 OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS RIGHT-OF-WAYS FOR FLORIDA'S TURNPIKE AND COUNTY ROAD 468 AND LESS ANY PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1077, PAGE 294, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

AND:

PARCEL 11

THE NORTH 3/4 OF THE EAST 1/2 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; LESS RIGHT-OF-WAY FOR COUNTY ROAD 501 AND LESS RIGHT-OF-WAY FOR COUNTY ROAD 468.

AND:

THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA AND THE NORTH 30.00 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 33; LESS THAT PORTION OF THE EAST 35.75 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, LYING SOUTH OF THE NORTH 208.71 FEET THEREOF, ALSO LESS RIGHT-OF-WAY FOR COUNTY ROAD 501.

AND:

PARCEL 12

ALL OF SECTION 34, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS RIGHT-OF-WAY FOR FLORIDA'S TURNPIKE, AND LESS RIGHT OF WAY FOR COUNTY ROAD 468 AND LESS RIGHT-OF-WAY FOR COUNTY ROAD 501. LESS THAT PORTION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 LYING SOUTH OF FLORIDA'S TURNPIKE.

AND:

PARCEL 13

THE SOUTH 3/4 OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING SOUTH OF STATE ROAD NO. 44 AND WEST OF COUNTY ROAD NO. 468, LESS AND EXCEPT THE WEST 1/4 OF THE WEST 1/2 OF SAID SECTION, AND LESS AND EXCEPT THE SOUTH 139 FEET OF THE WEST 1000 FEET OF THE EAST 3/4 OF THE NORTHWEST 1/4 OF SAID SECTION, AND LESS AND EXCEPT THE WEST 1000 FEET OF THE EAST 3/4 OF THE SOUTHWEST 1/4 OF SAID SECTION, AND ALSO LESS AND EXCEPT ANY PORTION THEREOF LYING SOUTH OF THE LINE BETWEEN UNIT 1 AND UNIT 2 OF CONTINENTAL CAMPER RESORTS, INC. SUBDIVISION AS SHOWN IN PLAT BOOK 3 ON PAGE 51-A OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, AND LESS ANY PORTION VESTED IN THE FLORIDA DEPARTMENT OF TRANSPORTATION, PER OFFICIAL RECORDS BOOK 688, PAGE 122, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

AND:

PARCEL 14

THAT PORTION OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING EAST OF COUNTY ROAD C-468 AND SOUTH OF STATE ROAD 44.

AND:

THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING SOUTH OF STATE ROAD NO. 44.

AND:

THAT PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 688, PAGE 122, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE THEREOF RUN N89°32'23"E, 996.12 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE RUN N15°33'34"W, 76.17 FEET; THENCE N33°40'40"W, 89.06 FEET; THENCE N56°01'00"W, 109.03 FEET; THENCE N81°01'49"W, 111.45 FEET; THENCE N08°58'11"E, 220.30 FEET; THENCE S81°01'49"E, 195.00 FEET; THENCE N78°16'29"E, 90.30 FEET; THENCE N43°41'47"E, 58.88 FEET; THENCE N16°11'00"E, 61.72 FEET TO A POINT ON THE PROPOSED SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 44; THE FOLLOWING TWO (2) COURSES BEING ALONG SAID PROPOSED SOUTHERLY RIGHT OF WAY LINE: RUN S81°01'49"E, 210.17 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 68,622.93 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°01'14", AN ARC DISTANCE OF 24.52 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF AFORESAID SECTION 24; THENCE ALONG SAID EAST LINE RUN S00°17'27"W, 493.95 FEET TO THE AFORESAID SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 24; THENCE ALONG SAID SOUTH LINE RUN S89°32'23"W, 332.27 FEET TO THE POINT OF BEGINNING.

AND:

THAT PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 688, PAGE 122, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; THENCE ALONG THE WEST LINE THEREOF RUN N00°20'01"E, 265.04 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE RUN N81°01'49"W, 192.49 FEET; THENCE N08°58'11"E, 443.80 FEET TO A POINT ON THE PROPOSED SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 44; THENCE ALONG SAID PROPOSED SOUTHERLY RIGHT OF WAY LINE RUN S81°01'49"E, 300.00 FEET; THENCE DEPARTING SAID PROPOSED SOUTHERLY RIGHT OF WAY LINE RUN S08°58'11"W, 443.80 FEET; THENCE N81°01'49"W, 107.51 FEET TO THE POINT OF BEGINNING.

AND:

ALL OF SECTION 25, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS THE NORTH 1/2 OF THE NORTHEAST 1/4 AND LESS THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION.

AND:

THAT PORTION OF SECTION 26, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING EASTERLY AND SOUTHERLY OF COUNTY ROAD C-468, LESS THOSE LANDS VESTED IN GRACE TABERNACLE OF WORSHIP, INC. ALSO BEING DESCRIBED AS: THE EAST 436.00 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION, LYING SOUTH OF COUNTY ROAD C-468.

AND:

ALL OF SECTION 36, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, AND THAT PORTION OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING NORTH OF FLORIDA'S TURNPIKE.

AND:

THOSE PORTIONS OF SECTIONS 1 AND 2, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING NORTH OF FLORIDA'S TURNPIKE.

LESS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 23 EAST IN SUMTER COUNTY, FLORIDA; THENCE RUN S00°40'20"W, ALONG THE EAST BOUNDARY OF SAID SECTION 1, A DISTANCE OF 2240.02 FEET TO THE SOUTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3485, PAGE 709 AND A POINT ON THE BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2044, PAGE 465, ALL IN THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE ALONG THE BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2044, PAGE 465 THE FOLLOWING COURSES: CONTINUE S00°40'20"W, ALONG SAID EAST BOUNDARY OF SECTION 1, A DISTANCE OF 557.86 FEET TO THE EAST

1/4 CORNER OF SAID SECTION 1; THENCE S00°44'45"W, ALONG SAID EAST BOUNDARY OF SECTION 1, A DISTANCE OF 2487.49 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE, AS RECORDED ON FLORIDA STATE TURNPIKE AUTHORITY RIGHT OF WAY MAP PROJECT NO. 2, SECTION 14; THENCE RUN ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES: (1) N42°21'30"W, A DISTANCE OF 505.19 FEET TO A CURVE THAT IS CONCAVE TO THE SOUTHWEST; (2) THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 1498.35 FEET (SAID CURVE HAVING A RADIUS OF 5879.58 FEET, A CENTRAL ANGLE OF 14°36'04" AND A CHORD BEARING AND DISTANCE OF N49°46'20"W, 1494.30 FEET); (3) THENCE N57°03'06"W, A DISTANCE OF 287.77 FEET TO A POINT ON THE WEST LINE OF A 100 FOOT FLORIDA POWER EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1758, PAGE 342, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE N02°21'09"W, ALONG SAID WEST EASEMENT LINE, A DISTANCE OF 337.71 FEET; THENCE N00°39'29"E, ALONG SAID WEST EASEMENT LINE, A DISTANCE OF 1724.92 FEET; THENCE DEPARTING SAID WEST EASEMENT LINE, S89°36'07"E, A DISTANCE OF 527.02 FEET TO THE NORTHWEST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3485, PAGE 709; THENCE DEPARTING THE BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2044, PAGE 465 AND ALONG THE BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3485, PAGE 709 THE FOLLOWING COURSES: S00°27'55"W, 500.00 FEET; THENCE S89°36'07"E, 1205.06 FEET TO THE POINT OF BEGINNING.

AND:

PARCEL 15

THAT PORTION OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 23 EAST, LYING SOUTH OF THE TURNPIKE, SUMTER COUNTY, FLORIDA.

AND:

THAT PORTION OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 23 EAST, LYING SOUTH OF THE TURNPIKE, SUMTER COUNTY, FLORIDA.

AND:

THAT PORTION OF SECTION 2, TOWNSHIP 20 SOUTH, RANGE 23 EAST, LYING SOUTH OF THE TURNPIKE, SUMTER COUNTY, FLORIDA.

AND:

THAT PORTION OF SECTION 3, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING EASTERLY AND NORTHEASTERLY OF C.R. 501.

LESS:

THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2150, PAGE 462, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA AND THAT PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 497, PAGE 736, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, LYING EAST OF THE EASTERLY RIGHT-OF-WAY FOR COUNTY ROAD CR-501; ALL LYING IN SECTION 3, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 3 RUN S33°52'42"E, 202.27 FEET (THE WEST BOUNDARY OF SAID SOUTHWEST 1/4 HAVING A BEARING OF S00°08'13"E); THENCE N66°56'13"E, 149.48 FEET TO THE EASTERLY RIGHT-OF-WAY OF COUNTY ROAD CR-501 AND THE POINT OF BEGINNING; THENCE CONTINUE N66°56'13"E, 415.12 FEET; THENCE S23°03'47"E, 396.69 FEET; THENCE S66°56'13"W, 414.82 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY OF COUNTY ROAD CR-501 AND A POINT ON THE ARC OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2,920.00 FEET AND A CHORD BEARING AND DISTANCE OF N23°06'23"W, 396.69 FEET; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY, THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°47'23", A DISTANCE OF 397.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

THE EAST 1/2 OF THE EAST 1/2 AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THAT PART OF THE WEST 1/2 OF SECTION 10, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING NORTH AND EAST OF COUNTY ROAD CR-501.

AND:

THE SE 1/4 OF THE NW 1/4 OF THE NE 1/4 AND THE WEST 1/2 OF THE NW 1/4 OF THE NE 1/4 AND THE SW 1/4 OF THE NE 1/4 AND THE NW 1/4 OF THE SE 1/4, ALL LYING AND BEING IN SECTION 10, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS RIGHT OF WAY OF COUNTY ROAD NO. 501 ACROSS THE WEST SIDE THEREOF.

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

AND LESS AND EXCEPT THE SOUTH 270.00 FEET OF THE NORTH 675.00 FEET OF THE WEST 885.00 FEET OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS THE RIGHT-OF-WAY FOR COUNTY ROAD 501.

TOGETHER WITH:

THE SW 1/4 OF THE SE 1/4, LESS ROAD RIGHT OF WAYS FOR COUNTY ROADS 501 AND 470, SECTION 10, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

TOGETHER WITH:

ALL OF SECTION 11, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS COUNTY ROAD CR-470 RIGHT-OF-WAY.

TOGETHER WITH:

ALL OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS ROAD RIGHT-OF-WAY FOR CR-470 AND LESS RIGHT-OF-WAY FOR FLORIDA'S TURNPIKE.

AND:

PARCEL 16

ALL OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

LESS THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

ALSO LESS THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

ALSO LESS THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

ALSO LESS COUNTY ROAD 470 RIGHT-OF-WAY.

TOGETHER WITH:

ALL OF SECTIONS 14, 15, 16, 21, 22, 23, 24, 25, 26 AND 27 OF TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; LESS ANY PORTIONS THEREOF LYING WITHIN THE RIGHT-OF-WAY FOR COUNTY ROAD 470.

AND:

THE EAST 1/4 AND THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, ALL IN SECTION 17, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS ANY PORTION THEREOF LYING WITHIN THE RIGHT-OF-WAY FOR COUNTY ROAD 470.

AND:

THE EAST 1/2 OF THE NORTHEAST 1/4 AND THE SOUTH 1/2 OF SECTION 20, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

AND:

SECTION 28, TOWNSHIP 20, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; LESS THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 THEREOF.

AND:

THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

AND:

THE EAST 3/4 AND THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 20, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

AND:

THAT PORTION OF THE LANDS DESCRIBED IN O.R. BOOK 3625, PAGE 110, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, LYING IN SECTION 1, TOWNSHIP 21 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT NORTHEAST CORNER OF SAID SECTION 1; THENCE RUN SOUTH 00°11'34" WEST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 1, A DISTANCE OF 2640.92 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 1; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 00°11'34" WEST, ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 1, A DISTANCE OF 683.08 FEET TO A POINT ON THE BOUNDARY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK [2606, PAGE 481](#), PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE DEPARTING SAID EAST LINE, RUN ALONG SAID BOUNDARY LINE THE FOLLOWING NINE (9) COURSES AND DISTANCES: (1) THENCE RUN NORTH 84°29'02" WEST, A DISTANCE OF 777.58 FEET; (2) THENCE RUN NORTH 07°57'01" WEST, A DISTANCE OF 1713.56 FEET; (3) THENCE RUN SOUTH 60°43'23" WEST, A DISTANCE OF 597.88 FEET; (4) THENCE RUN SOUTH 66°39'30" WEST, A DISTANCE OF 184.49 FEET; (5) THENCE RUN SOUTH 78°24'35" WEST, A DISTANCE OF 135.85 FEET; (6) THENCE RUN NORTH 53°32'09" WEST, A DISTANCE OF 100.92 FEET; (7) THENCE RUN NORTH 31°34'09" WEST, A DISTANCE OF 464.53 FEET; (8) THENCE RUN NORTH 03°09'28" WEST, A DISTANCE OF 526.69 FEET; (9) THENCE RUN NORTH 01°23'28" WEST, A DISTANCE OF 968.40 FEET TO A POINT ON NORTH LINE OF SAID SECTION 1; THENCE S89°52'30"E, 2222.55 FEET TO THE POINT OF BEGINNING.

AND:

PARCEL 17

THAT PORTION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING SOUTH AND WEST OF FLORIDA'S TURNPIKE.

AND:

THAT PORTION OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING SOUTH AND WEST OF FLORIDA'S TURNPIKE; AND LYING EAST OF THE RIGHT-OF-WAY FOR U.S. HIGHWAY 301.

AND:

THAT PORTION OF THE NORTH 3/4 OF THE EAST 1/2 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING EAST OF THE RIGHT-OF-WAY FOR U.S. HIGHWAY 301; LESS ANY PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1093, PAGE 201, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4; RUN SOUTH 1320.00 FEET; EAST 90 FEET; NORTHEASTERLY 644.11 FEET, NORTHEASTERLY 729.29 FEET; WEST 419.17 FEET TO THE POINT OF BEGINNING.

AND:

THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING SOUTHWESTERLY OF FLORIDA'S TURNPIKE.

LESS:

ANY PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 80, PAGE 329, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE S89°54'08"E, ALONG THE NORTH LINE THEREOF, 338.16 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY OF FLORIDA'S TURNPIKE; THENCE DEPARTING SAID NORTH LINE AND ALONG SAID RIGHT-OF-WAY, S56°58'48"E, 258.62 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY, S33°01'12"W, 200.00 FEET; THENCE N56°58'48"W, 532.03 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE ALONG SAID WEST LINE, N00°13'51"E, 19.28 FEET TO THE POINT OF BEGINNING.

AND TOGETHER WITH:

THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA

AND:

PARCEL 18

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA;

AND:

THAT PORTION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 30, LYING EASTERLY OF THE RIGHT-OF-WAY FOR U.S. HIGHWAY 301; ALL THE ABOVE, LESS RIGHT-OF-WAY FOR COUNTY ROAD C-468;

AND:

PARCEL 19

THE EAST 1/2 OF THE EAST 1/2 AND THE NORTH 3/4 OF THE WEST 1/2 OF THE EAST 1/2, LESS THE NORTH 278.68 FEET OF THE WEST 163.00 FEET OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE NORTH 3/4 OF THE EAST 1/2 OF THE SOUTHWEST 1/4; ALL IN SECTION 31, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; LESS ANY RIGHT-OF-WAY FOR COUNTY ROAD C-468;

AND

THE NORTH 3/4 OF THE WEST 1/2, LESS THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE NORTH 3/4 OF THE WEST 1/2 OF THE EAST 1/2; LESS 5 ACRES IN THE NORTHWEST CORNER AND LESS BEGIN AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, RUN SOUTH 466 FEET 8 INCHES FOR POINT OF BEGINNING, THENCE RUN SOUTH 210 FEET, THENCE EAST 210 FEET, THENCE NORTH 210

FEET, THENCE WEST 210 FEET TO THE POINT OF BEGINNING, ALL IN SECTION 32, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; ALSO, LESS RIGHT-OF-WAY FOR COUNTY ROAD C-468;

TOGETHER WITH:

THE SOUTH 325 YARDS OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4; ALL IN SECTION 32, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; LESS ANY RIGHT-OF-WAY FOR COUNTY ROAD 505;

TOGETHER WITH:

THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4; AND THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE NORTH 1/2 OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTH 330.00 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4; ALL IN SECTION 33, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; LESS RIGHT-OF-WAY FOR COUNTY ROAD 505;

AND:

PARCEL 20

THOSE PORTIONS OF LAND LYING IN SECTION 31, TOWNSHIP 19 SOUTH, RANGE 23 EAST AND SECTION 6, TOWNSHIP 20 SOUTH, RANGE 23 EAST AND SECTION 1, TOWNSHIP 20 SOUTH, RANGE 22 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE WEST 1/4 CORNER OF SAID SECTION 31; THENCE RUN SOUTH 89°42'48" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1329.49 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°22'44" WEST, ALONG THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1993.38 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°45'13" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 665.79 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°20'56" WEST, ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 664.30 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°46'01" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 361.14; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 30°52'18" WEST, 601.81 FEET, MORE OR LESS, TO THE POINT OF INTERSECTION OF THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 6, AND THE THREAD (CENTERLINE) OF SHADY BROOK; THENCE RUN SOUTHWESTERLY ALONG SAID THREAD (CENTERLINE) OF SHADY BROOK THE FOLLOWING TWENTY ONE (21) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 30°39'11" WEST, A DISTANCE OF 206.13 FEET; 2) THENCE RUN SOUTH 36°48'33" WEST, A DISTANCE OF 143.00 FEET; 3) THENCE RUN SOUTH 34°04'51" WEST, A DISTANCE OF 43.09

FEET; 4) THENCE RUN SOUTH 63°06'48" WEST, A DISTANCE OF 108.78 FEET; 5) THENCE RUN SOUTH 72°59'03" WEST, A DISTANCE OF 51.27 FEET; 6) THENCE RUN SOUTH 80°53'56" WEST, A DISTANCE OF 47.52 FEET; 7) THENCE RUN SOUTH 86°58'55" WEST, A DISTANCE OF 99.28 FEET; 8) THENCE RUN SOUTH 63°14'45" WEST, A DISTANCE OF 238.03 FEET; 9) THENCE RUN SOUTH 64°37'12" WEST, A DISTANCE OF 183.19 FEET; 10) THENCE RUN SOUTH 54°17'50" WEST, A DISTANCE OF 178.15 FEET; 11) THENCE RUN SOUTH 36°57'57" WEST, A DISTANCE OF 104.22 FEET; 12) THENCE RUN SOUTH 64°03'19" WEST, A DISTANCE OF 91.46 FEET; 13) THENCE RUN SOUTH 79°02'43" WEST, A DISTANCE OF 121.33 FEET; 14) THENCE RUN SOUTH 49°27'14" WEST, A DISTANCE OF 52.20 FEET; 15) THENCE RUN SOUTH 34°24'56" WEST, A DISTANCE OF 39.92 FEET; 16) THENCE RUN SOUTH 59°44'16" WEST, A DISTANCE OF 154.04 FEET; 17) THENCE RUN SOUTH 30°49'44" WEST, A DISTANCE OF 144.25 FEET; 18) THENCE RUN NORTH 87°27'56" WEST, A DISTANCE OF 58.62 FEET; 19) THENCE RUN SOUTH 85°40'21" WEST, A DISTANCE OF 48.94 FEET; 20) THENCE RUN SOUTH 18°42'44" EAST, A DISTANCE OF 63.68 FEET; 21) THENCE RUN SOUTH 14°30'36" WEST, A DISTANCE OF 130.54 FEET; THENCE DEPARTING SAID THREAD (CENTERLINE) OF SHADY BROOK, RUN NORTH 83°38'24" WEST, A DISTANCE OF 421.03 FEET, MORE OR LESS; THENCE RUN SOUTH 82°17'56" WEST, A DISTANCE OF 330.46 FEET; THENCE RUN NORTH 32°32'27" WEST, A DISTANCE OF 828.14 FEET; THENCE RUN NORTH 54°21'38" EAST, A DISTANCE OF 318.72 FEET; THENCE RUN NORTH 31°28'06" EAST, A DISTANCE OF 320.37 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 1; THENCE RUN SOUTH 89°46'19" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 1114.38 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 1; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°25'16" EAST, ALONG THE EAST LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 1, A DISTANCE OF 664.79 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 31; THENCE RUN NORTH 00°26'21" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 2659.09 FEET TO THE POINT OF BEGINNING.

AND:

PARCEL 21

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SUMTER, STATE OF FLORIDA, AND DESCRIBED AS FOLLOWS:

IN TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA:

SECTION 28: THE SE 1/4 OF THE SE 1/4

SECTION 31: ALL

SECTION 32: ALL

SECTION 33: ALL

SECTION 34: ALL

SECTION 35: ALL

SECTION 36: THE SW 1/4 OF THE NW 1/4 AND THE WEST ONE-HALF OF THE SW 1/4

AND:

IN TOWNSHIP 21 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA:

SECTION 2: ALL; LESS THE SE 1/4 OF THE SW 1/4 AND LESS THE SOUTH ONE-HALF OF THE SE 1/4

SECTION 3: ALL

SECTION 4: ALL

SECTION 5: ALL

SECTION 6: ALL

SECTION 7: ALL

SECTION 8: ALL

SECTION 9: NORTH ONE-HALF OF THE NE 1/4; AND

NORTH ONE-HALF OF THE NW 1/4; AND

THAT PORTION OF THE SW 1/4 OF THE NW 1/4 LYING WEST OF THE EASTERLY RIGHT-OF-WAY LINE OF THE FORMER CSX TRANSPORTATION, INC., RAILROAD; AND

THAT PORTION OF THE NORTH ONE-HALF OF THE NW 1/4 OF THE SW 1/4 LYING WEST OF THE EASTERLY RIGHT-OF-WAY LINE OF THE FORMER CSX TRANSPORTATION, INC., RAILROAD

SECTION 10: EAST ONE-HALF OF THE NE 1/4; AND

THE NW 1/4 OF THE NE 1/4; AND

THE NE 1/4 OF THE NW 1/4; AND

THE NW 1/4 OF THE NW 1/4

SECTION 11: THE WEST ONE-HALF OF THE NW 1/4; AND

THE NW 1/4 OF THE SW 1/4; AND

THE SE 1/4 OF THE NW 1/4

(LESS RIGHT-OF-WAY FOR STATE ROAD 471)

AND:

PARCEL 22

THAT PORTION OF COUNTY ROAD NO. 470 RIGHT-OF-WAY (A 100 FOOT WIDE PUBLIC RIGHT-OF-WAY PER STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-

WAY MAP, SECTION 18580-2601) LYING IN SECTIONS 10, 11, 12, 13, 14, AND 15, TOWNSHIP 20 SOUTH, RANGE 23 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 12; THENCE RUN NORTH 00°08'05" EAST, ALONG THE EAST LINE OF SAID SECTION 12, A DISTANCE OF 50.01 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 470; THENCE DEPARTING SAID EAST LINE, RUN NORTH 88°54'07" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 2172.34 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, RUN SOUTH 01°07'49" EAST, A DISTANCE OF 100.08 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 470; THENCE RUN ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) THENCE RUN NORTH 88°54'07" WEST, A DISTANCE OF 3226.94 FEET; 2) THENCE RUN NORTH 89°27'00" WEST, A DISTANCE OF 5370.13 FEET; 3) THENCE RUN NORTH 89°43'47" WEST, A DISTANCE OF 1615.44 FEET TO A POINT ON THE PROPOSED SOUTHEASTERLY RIGHT-OF-WAY LINE OF CENTRAL PARKWAY (A 100 FOOT WIDE PROPOSED RIGHT-OF-WAY), SAID POINT BEING A POINT ON A 2823.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 45°35'20" EAST AND A CHORD LENGTH OF 142.22 FEET; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, RUN NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°53'12", AN ARC DISTANCE OF 142.23 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 470; THENCE DEPARTING SAID PROPOSED SOUTHEASTERLY RIGHT-OF-WAY LINE, RUN ALONG SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 89°43'47" EAST, A DISTANCE OF 1514.39 FEET; 2) THENCE RUN SOUTH 89°27'00" EAST, A DISTANCE OF 5371.03 FEET; 3) THENCE RUN SOUTH 88°54'07" EAST, A DISTANCE OF 3223.53 FEET TO THE POINT OF BEGINNING.

AND:

PARCEL 23

THOSE LANDS LYING IN SECTION 16, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, AS DESCRIBED IN THE FOLLOWING INSTRUMENTS; OFFICIAL RECORDS BOOK 4102, PAGE 475, OFFICIAL RECORDS BOOK 4102, PAGE 492, OFFICIAL RECORDS BOOK 4204, PAGE 267 AND OFFICIAL RECORDS BOOK 4204, PAGE 378, ALL IN THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

EXHIBIT 8

GENERAL REQUIREMENTS AND DESIGN CRITERIA

EXHIBIT 8

GENERAL REQUIREMENTS AND DESIGN CRITERIA

The following are general requirements and design criteria for The Villages of Southern Oaks. Additional design requirements are set forth in The Villages Construction and Development Manual as amended. Amendments can be made only with the consent of the Developer and the City's Project Review Committee:

A. ARCHITECTURAL STANDARDS

- 1) The design of individual buildings will be representative of the architectural style established by the Developer for the community and will be subject to review and approval by The Villages of Southern Oaks Design Review Committee (DRC). These buildings may exhibit individual detailing for harmonious diversity and may vary in specific materials, finishes, and color palettes.
- 2) Specific Architectural Design Standards
 - a. All commercial electrical controls, meters, etc. shall be mounted on building walls, free standing wall or dumpster enclosure walls. Freestanding electrical "racks" shall be prohibited, unless specifically approved by DRC.
 - b. All commercial building-mounted boxes (i.e., electrical, irrigation control boxes, gas meters, etc.) and associated conduit and piping shall be painted to match the wall to which they are mounted, as permitted by the utility companies.
 - c. Exterior building lighting is permissible. Architectural lighting (fixtures attached to or integral with a building or structure) shall be selected or approved by the DRC.
 - d. Where dumpsters are required, enclosures shall be finished with materials, color, and detailing similar to the associated building. Dumpster enclosures that serve facilities that dispose of food waste or other organic materials shall be constructed with a drain and hose bib for wash down. Drains shall be connected to a grease trap.
 - e. Where required, Fire Department Connections (FDCs) must be located on the building structure wall (no remote FDCs) near other critical utilities (i.e., power disconnect, gas, etc.) that may need to be shut off in case of a fire, unless specifically approved by DRC.
 - f. Buildings that require a fire sprinkler system shall have backflow preventers located inside the building.
 - g. All commercial rooftop equipment shall be screened with parapets, landscape or architectural features.
 - h. All commercial ground-mounted HVAC equipment shall be screened with a structural and/or landscaped screen wall.

- i. All Project signage locations and design elements shall be determined and approved by The Villages of Southern Oaks DRC including the following:
 - i. Project “Welcome” signs
 - ii. Primary entry wall features and signage
 - iii. Secondary entry wall features and identification signage
 - iv. Directional signage
 - v. Occupant identification signs
 - vi. The Villages of Southern Oaks is exempt from the City’s sign ordinance and shall be consistent with signage criteria located within the existing Villages development.
- j. The Villages of Southern Oaks is exempt from the City’s noise ordinance provided notice is given to the City in instances that may violate said ordinance.
- k. All Project lighting shall be designed to meet the guidelines established by the Illumination Engineer’s Society of North America to provide safe lighting levels.

B. RESIDENTIAL AND NON-RESIDENTIAL

1) Single Family Detached Residential

- a. Minimum lot depth shall be 50 feet.
- b. Minimum lot width shall be 30 feet.
- c. Minimum front setback shall be zero feet with a minimum of 50 feet between structures (face of structure to face of structure)
- d. Minimum side yard setback: zero feet
- e. Minimum rear yard setback: zero feet
- f. Building separation shall be permitted at a minimum of 10 feet between structures.
- g. No limitation on maximum lot coverage shall apply.
- h. All setbacks shall be measured from the foundation or wall; however, eaves, roof overhangs, pilasters, and similar architectural features may protrude two (2) feet into a required setback. Air conditioning units, swimming pool filter pumps, patios, door stoops, steps, sidewalks and similar features shall not be considered as encroachments into setbacks.
- i. Minimum setback from contiguous property not within the Property: 10 feet except that such setbacks shall not apply to what is generally known as signs, sign towers, walls and other similar entry features and parking.

- j. Minimum setback to property owned by Developer: zero feet. Minimum setback to County or City collector, minor collector, or arterial road: 20 feet from road right of way (ROW). Minimum setback for State Roads: 20 feet from road ROW except that such setbacks shall not apply to what is generally known as signs, sign towers, walls and other similar entry features and parking.
- k. Minimum one (1) car parking shall be provided per residential unit. One (1) car garage requires a setback of 17' from the face of the garage to the right of way. A two (2) car garage requires a setback of 10' from the face of the garage to the right of way.

2) Multi-Family Residential

- a. Residential lot building setbacks for townhomes, apartments, ALF/ILF, condominiums, or other similar uses.
 - i. Minimum front setback: zero feet.
 - ii. Minimum side and rear yard setback: zero feet.
 - iii. Building separation shall be permitted at a minimum of 10 feet between structures.
- b. No limitation on maximum lot coverage shall apply. Maximum building height is 50 feet unless adequate fire protection is provided.

3) Commercial, Office and Industrial

- a. Maximum building height is 50 feet unless adequate fire protection is provided.
- b. No minimum lot size is required.
- c. No minimum lot width is required.
- d. No limitation on maximum lot coverage shall apply.
- e. Non-Residential Building setbacks:
 - i. Minimum front setback: zero feet.
 - ii. Minimum setback from contiguous property not within the Property: 10 feet except that such setbacks shall not apply to what is generally known as signs, sign towers, walls and other similar entry features and parking.
 - iii. Minimum setback to property owned by Developer: zero feet. Minimum setback to County or City collector, minor collector, or arterial road: 20 feet from road ROW. Minimum setback to State Roads: 20 feet from road ROW except that such setbacks shall not apply to what is generally known as signs, sign towers, wall and other similar entry features and parking.
- f. City of Wildwood Commercial Design District Standards: Due to the size of the Project and the undetermined locations of all non-residential areas, the City of Wildwood

Design District Standards are not required. However, the proposed non-residential areas shall be designed in a manner consistent with other non-residential areas within the existing Villages development.

- g. Food trucks are allowed within non-residential uses as a permanent use.
- h. Platting is not required for the development of non-residential property for transfer of single or multiple lot parcels; however, from time to time, as portions of the non-residential property are developed, the Developer or Owner may seek approval of a plat from the City which identifies lots, parcels, tracts, roadways, parking areas and stormwater systems which may be dedicated or conveyed to public entities or to remain in fee simple ownership.

4) Amenity/Recreational

- a. Minimum front yard setback shall be zero feet.
- b. Minimum side and rear yard setback: zero feet.
- c. Building separation shall be permitted at a minimum of 10 feet between structures.
- d. No limitation on maximum lot coverage shall apply.
- e. Maximum building height is 50 feet unless adequate fire protection is provided.
- f. Minimum setback to property owned by Developer: zero feet. Minimum setback to County or City collector, minor collector, or arterial road: 20 feet from road ROW. Minimum setback to State Roads: 20 feet from road ROW except that such setbacks shall not apply to what is generally known as signs, sign towers, wall and other similar entry features and parking.

5) Cell Towers

- a. Towers and wireless communication services shall have a setback of one half the height of the tower except those towers designed to collapse upon themselves.

6) Water Towers

- a. Water towers shall have a setback of one half the height of the tower except those towers designed to collapse upon themselves.

7) Mining within the Project will comply with section 3.20 of the City LDR.

C. RECREATIONAL VEHICLE DEVELOPMENT

1) Purpose

The purpose of this section, applying to Recreational Vehicle Developments (RVD), is to provide an environment in which recreational vehicles or dwellings may be located to enhance the enjoyment of leisure time activities and to provide a means whereby the use

occurring upon the land will be made more compatible with the surrounding properties. The following provisions shall apply to RVDs permitted by this Code.

2) Definition

An RVD shall include a parcel of land under unified management which has been planned, designed, and constructed for the placement of units for short-term, long-term, or permanent occupancy for recreational purposes.

3) A recreational vehicle (RV) shall include:

- a. Travel trailer - A vehicular, portable structure built on a chassis, designed as temporary living quarters for travel, recreation and vacation. This includes, but is not limited to: bumper pull, 5th wheel, sport utility, and various styles as pulled by a vehicle.
- b. Truck camper - A structure designed to be mounted on a truck chassis for use as temporary living quarters for travel, recreation, and vacation.
- c. Motor home - Constructed on a commercial truck chassis, a specially designed motor vehicle chassis, or a commercial bus chassis.
- d. Camping trailer - A canvas or other collapsible folding structure, such as pop-up, or tent trailer, mounted on wheels, designed as temporary living quarters for travel, recreation, and vacation use.
- e. Park model (or park trailer) - A transportable unit which has a body width not exceeding 14 feet which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances. Units constructed to ANAI A-19.5 shall not exceed 399 square feet. Units constructed to the U.S. Department of Housing and Urban Development standard shall not exceed 500 square feet. All measurements are to be taken along the exterior when in a setup mode. All "park trailers" must be set up and anchored as established by the Florida Building Code.
- f. Houseboat - A houseboat is a boat that has been designed or modified to be used primarily as a functional dwelling. Houseboats may or may not be motorized, and can be permanently moored to a fixed point attached to the land.

4) A recreational dwelling shall include:

- a. Cabin - A cabin is a small, permanent structure of no more than 1500 square feet designed to provide lodging in a recreational area.
- b. Tiny house - A tiny house is a small, permanent structure of no more than 500 square feet designed to provide lodging in a recreational area.
- c. Glamping dwelling - A glamping dwelling may include, but is not limited to, a permanent or semi-permanent structure with a membranous exterior that may or may not be connected to utilities, but is securely fastened to the ground.

- d. Tree house - An elevated, permanent platform structure used for lodging in a recreation area when connected to utilities necessary for operation of installed fixtures and appliances in or around treed areas.
- e. Hill House - A permanent structure set at or just below earth plain used for lodging in a recreation area when connected to utilities necessary for operation of installed fixtures and appliances and cover with earth.

5) Permit Process

- a. RVDs must go through the site plan approval process in this code.
- b. RVDs where units will be sold must also follow the Record Plat process.

6) General provisions

- a. RVDs shall be classified as a tourism-oriented mixed use development, with a combination of residential, commercial, and support uses in the ARD zoning district.
- b. As a condition of the site plan approval, the following uses may be permitted, but not limited to: commercial and non-commercial, recreation facilities (such as pavilions, sports courts, gathering spaces and structures, etc.), entertainment facilities, park offices, maintenance facilities, dumping stations, toilets, showers, laundry facilities, tourist-oriented retail developments, such as: retail sales establishments, personal service establishments, food service establishments with or without alcohol sales, child care centers, RV model units, or sales and service establishments, mobile home, single family detached or attached dwelling, enclosed storage structures and storage garage facilities. No such structures shall be located within any required setback, any required perimeter buffer, or any utility or drainage easement.
 - i. Such uses shall be conducted for the convenience of the occupants and guests of the RVD, and the public;
 - ii. Such retail establishments may be oriented to the interior or exterior of the RVD.

7) Specific provisions

- a. All RVDs shall contain a minimum of 10 acres.
- b. There shall be a building setback of 10 feet from any road right-of-way for any commercial building or accessory building.
- c. Property adjacent to federal, state, or county highways shall maintain a minimum building setback of 20 feet from the highway right-of-way for any structure or RV. The minimum building setback for property adjacent to interior roads is 10 feet.
- d. All RVs and additions shall have no side or rear setback, but must maintain 10 feet of building/RV separation.

- e. A well-maintained, landscaped buffer of at least five feet is required around the perimeter of the RVD.
- f. There is no minimum lot size, lot width, or lot depth.
- g. The density of 30 lots per acre may not be exceeded.
- h. Internal roadways must have a minimum width of 12 feet for one-way drives or 24 feet for two-way drives.
- i. Adequate trash disposal facilities or services shall be provided with easy access from each site.
- j. Each lot shall be identified by a marker clearly visible at a minimum distance of 20 feet.
- k. All structures, additions, and attachments located in the RVD must be constructed to meet standard building codes. Such additions and attachments shall include, but are not limited to: carports, storage sheds, cabanas, screen rooms, pull-out or tip-out units, skirting and awnings, pergolas, gazebos, and shall be permitted, except as qualified below:
 - i. No such addition or attachment shall be attached to any RV having a vehicular body length less than twenty feet.
 - ii. Additions and attachments may be designed to be removable. They may be attached to the RV and parking or patio pad.
 - iii. No such addition or attachment shall be located within any setback, any perimeter buffer of the RVD, or any utility or drainage easement.
 - iv. Additions or attachments may be connected to utilities, including, but not limited to: sewer, water, electric, and gas.
 - v. All additions and attachments must be properly permitted as required by state and local law.
- l. All “park trailers” or “park models” shall be required to obtain permits prior to set-up or connection to utilities, as pursuant to this code.

D. ROADWAYS AND PARKING

The concept for the local street system is a “soft” grid of curving streets. The geometry creates a unique neighborhood identity, relates to the existing land forms, provides for a more pedestrian-friendly environment, and improves street vistas. This Project is not required to provide any connectivity (vehicular or pedestrian) to any adjacent property or project.

1) Gated Access

The access points to the Project may be gated with resident-only gates by the Developer or its successors or assigns. All gates will open with a push button system allowing vehicular traffic to enter the project. All gates will allow public access.

2) Local Street Network

Project roadways shall meet the following minimum criteria which are clarifications and/or extensions of the regulations and requirements contained in the LDR.

- a. Pavement radii for residential streets, including those connecting to collector roadways, shall be 25 feet. ROW radii for residential streets shall be 20 feet. Minimum ROW may be 35 feet for all local and collector streets.
- b. Minimum intersection separation shall be 100 feet.
- c. There are no restrictions on the placement of residential driveways near intersections. However, residential driveways shall be placed on the minor street. Driveways shall be placed consistent with previous developments with The Villages.

Driveway permits will not be required to be submitted with each residence within the project. All residential driveways will comply with The Villages Construction & Development Manual, as amended.

- d. Roadways, except as otherwise stated in this Agreement, will be designed and classified based on the LDRs and as approved by the City Engineer.
- e. The Project is not required to provide sidewalks on streets. A multimodal and/or shared use path shall be provided within the Project.
- f. Pavers may be installed at crosswalks, entrance features, or other areas, within the right-of-way, to enhance the Project.
- g. Stop signs on local streets may be 24" in size.
- h. Villa type home products shall not require a turnaround for up to 750 feet.

3) Commercial Roadway Projects

Non-publicly dedicated roadways may be constructed from time to time pursuant to individual site plan approval without the need for platting. The layout for roadways within the property shall be depicted and approved on an individual basis. No minimum road centerline gradient is required where roadway drainage is provided that will prevent excess buildup of stormwater runoff and protect the public safety.

4) Golf Carts

Golf carts that meet the minimum equipment standards established by Florida State Statutes are allowed to utilize the roadways within the Project for all roadways signed 30 miles per hour or less and can operate between sunrise and sunset.

Golf carts that meet the minimum equipment standards established by Florida State Statutes and are equipped with additional equipment which includes headlights, brake lights, turn signals, a windshield, and reflective devices on the sides of the golf cart that could include reflective tape, are allowed to utilize the roadways within the Project for all roadways signed 30 miles per hour or less and can operate at any time day or night.

Golf cart access to or from city streets or multimodal paths outside the Project are not required and are prohibited unless explicitly approved by the Developer or its successors or assigns.

5) Road Right of Way

All roadways and road ROW will be dedicated to the City. The City will maintain all improvements within the ROW which include, but are not limited to, pavement, pavers, bridges, underground City-owned pipe utilities, storm drains, sidewalks, curbing, all street lights, traffic signals, and all required Manual on Uniform Traffic Control Devices (MUTCD) street signs. Tracts, Easements and other similar areas that are adjacent to the ROW can be combined with the ROW to meet minimum ROW width criteria. Local streets may have a 35' ROW with curbing being optional.

6) Existing Road Right of Way

The City will work with Developer to abandon/vacate existing ROW within the Project when necessary such as when ROW is deemed not needed by the Parties, never served as a road, or will no longer serve as a road due to proposed development.

7) Stormwater Management Systems

Except for those stormwater management systems within the City's right-of-way, the City shall have no obligation for the maintenance of stormwater management systems, and the Developer, or its assignees, hereby assumes maintenance of all improvements.

8) Parking Requirements

Parking within the project will be provided as detailed below:

Nonresidential Land Use	Required Parking Spaces Per Indicated Areas
1. Bowling Alley	3.0 Per lane
2. Church/Synagogue	1.0 Per 3 seats
3. Fiduciary Institutions	1.0 Per 300 sq.ft GFA
4. Hotel	1.1 per sleeping room or rental unit
5. Industrial	1.0 Per 750 sq.ft GFA
6. Manufacturing	1.0 Per 750 sq.ft. GFA devoted to manufacturing
7. Medical Center	1.0 Per 250 sq.ft GFA
8. Assisted Living/Skilled Nursing Facility/Memory Care	1.0 Per 4 beds

9. Independent Living Facility	To be determined by specific occupancy
10. Nightclub/Bar	1.0 Per 2.5 seats
11. Offices	3.0 Per 1,000 sq. ft GFA
12. Restaurant and Fast Food Establishment	1.0 Per 125 sq.ft of gross leasable area or 1.0 Per 2.5 seats, whichever is greater
13. Commercial or general retail independently located	1.0 Per 250 sq. ft of gross leasable area
14. Golf Driving Range	1.0 space per tee
15. Recreational Use	To be determined by specific occupancy
16. Public/Institutional Use	To be determined by specific occupancy
17. Mixed Use Shopping Center	
Under 400,000 sq. ft. GLA	3.5 Per 1,000 sq. ft. GLA
Over 400,000 sq.ft. GLA	3.0 Per 1,000 sq.ft. GLA
18. Storage areas	1.0 Per 2,000 sq.ft. GLA
19. Theater	1.0 Per 4 seats
20. Multi-Family	1.5 Per unit
21. Warehouse	1.0 Per 3,000 sq. ft. GFA

- a. Habitable Building Area shall not include stairways, alcoves, elevator and elevator shafts, mechanical closets and similar areas of a building. Parking within the Project shall be measured on an aggregate basis, and at the time of site plan submittal, the owner shall also supply documentation indicating that sufficient parking is currently provided, or will be constructed, pursuant to the Project depicted in the site plan.
- b. Once a structure has been constructed and parking provided pursuant to the requirements set forth in this Agreement, any subsequent reconstruction of the building not increasing the square footage of Habitable Building Area will not be required to document or comply with any parking requirement.
- c. Parking areas may be used as loading and unloading zones without striping or demarcation.
- d. On-street parallel parking may be constructed with a width of eight feet.
- e. Historical parking criteria can be used to modify the parking requirements and shall be approved by The Villages of Southern Oaks DRC.
- f. No approval from the City of Wildwood is required to modify parking criteria within The Villages of Southern Oaks and shared parking is permitted.
- g. Any proposed use not found within this section shall defer to The Villages of Southern Oaks DRC.

E. OPEN SPACE, LANDSCAPE DESIGN, AND BUFFERS

1) Open Space

The Project shall maintain a minimum of 25% open space consistent with the City's Comprehensive Plan. Open space shall include at a minimum passive and active recreational uses, buffers, stormwater ponds, recreation centers, wetlands/ other conservation areas, golf courses, parks, trails, and other easements/ tracts. A community development district (CDD), homeowner's association (HOA), property owners association (POA), or other private entity, must maintain all such elements unless such elements are dedicated to the public and such maintenance shall be determined by separate agreement of such dedication. Open space shall not include ROW (public or private), yards, or lots of record per plat, driveways, off-street parking areas, or other impervious surface areas that do not meet the criteria. Open space areas will be assigned within the Project as a whole, regardless of phase.

2) Landscape Design Objectives

The overall objective of landscape design in the Project is to create a unique and instantly recognizable setting with a consistent sense of design character for the various uses, facilities, and common areas within the community. The landscape treatment may vary in character based on the specific architectural design. The scale and extent of the landscaping will reflect that of the building, site, and setting, as well as that of other sites in the vicinity. The consistency of the landscaping is intended to add an image of quality to the community and to unite the various uses and facilities within the Project through consistency of materials and continuity of design.

The design of all landscaping and irrigation within the community will occur via a review and approval process administrated by the DRC. Therefore, individual landscape plans are not required to be submitted to the City. However, the City acknowledges the level of landscaping shall remain substantially consistent with other projects within Villages developments in the City of Wildwood, including The Villages of Wildwood, Village of Fenney, and The Villages of Southern Oaks.

For optimum creativity and quality, this process must be somewhat subjective, thus a limited amount of specific criteria can be cited herein. The design effect will be defined and perpetuated by completed areas within the community as they are built. The DRC will require the same design approach for all subsequent facilities in the project, including outparcels developed by others.

3) Buffer Requirements

- a. The Project shall include a 20-foot perimeter landscape buffer easement/ tract along the boundary lines. Where landscaped open space, recreation, golf, wetlands, upland buffers, or other conservation areas are located along the property boundary, no perimeter landscape buffer is required. No perimeter buffer shall be required for portions of the property that are adjacent to compatible uses being constructed by the same developer.

- b. The 20-foot perimeter landscape buffer may be reduced to zero feet if an approximate six-foot high wall or opaque fence is installed, for which no landscaping is required. Walls or opaque fences may be constructed within project setbacks.
- c. No onsite landscape buffer shall be required between internal parcels or uses. No landscape buffers shall be required along perimeters of the Project abutting properties not owned by the Developer with similar land uses.
- d. Stormwater ponds, existing topographic depressions, grading, and compensating storage areas shall be allowed within the perimeter landscape buffer.
- e. Where 20-foot perimeter landscape buffer is required on residential home sites, the landscape, wall/fence and irrigation shall be installed with each home construction.

4) Maintenance of Common Areas

Maintenance and repair of structures, lawn mowing, and landscaping maintenance of all common areas within the Project shall be owned and maintained by the POA, HOA and/or a CDD, at no cost or obligation to the City. The Developer/ owner shall create guidelines for the maintenance of common areas.

F. POTABLE WATER, SANITARY SEWER, EFFLUENT AND IRRIGATION

1) Potable Water, Sanitary Sewer and Effluent Disposal

The potable water, sanitary sewer and effluent disposal system shall be designed to meet the applicable utility provider's specifications. Additionally, the City acknowledges that the non-city utility may utilize portions of the public stormwater conveyance system to transfer captured stormwater and re-use water as defined by FDEP within the interconnected stormwater basin system via gravity flow and pressure pipe to improve water conservation.

2) Irrigation

The irrigation system shall be designed to meet the applicable utility provider's specifications including not required for specific housing projects.

EXHIBIT 9

VOSO APPLICATIONS



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.: _____

VOSO - Master 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.

List Parcel Number(s): _____

Required Submittal Items: All submittals require an electronic copy with all below materials submitted in PDF format.

Note: All electronic files **MUST** be numbered and labeled as shown above. Failure to include the above supporting documentation will delay processing of your application package.

*Master Plan Application Fee - \$2,000, 3rd & subsequent resubmittals - \$1,000 each

- | | |
|---|--|
| ☐ A.0 Master Plan Application* | ☐ B.1 Master Plan, 24" x 36" |
| ☐ A.1 Property Card Printout (Include Parcel ID) | ☐ B.2 Sketch & Description Master Plan Parcel |
| ☐ A.2 Current Deed | ☐ B.2 Boundary Survey Parent Parcel |
| ☐ A.3 Aerial Photo / FEMA** | |
| ☐ A.5 Legal Description (Microsoft Word format) Master Plan Parcel | |
| ☐ A.6 Authorized Agent Form (as necessary) | |

****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

Attached to this application is a list of **REQUIRED** data, documents and forms for each application type as well as the adopted fee schedule. These items must be included when submitting the application package. Failure to include the supporting data will deem your application package **INCOMPLETE** and will not be processed for review. Per Sec. 14-3 of the Wildwood Code of Ordinances, all charges for engineering plan review, site inspections/visits, and other engineering services deemed necessary shall be paid by the developer at cost.

Signature: _____ Print Name: _____ Date: _____

If application is being submitted by any person other than the legal owner(s) of the property, the applicant must provide a notarized Authorized Agent form (available on the City's Website) from the owner to submit application.



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.: _____

VOSO - 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.

List Parcel Number(s): _____

Required Submittal Items: All submittals require an electronic copy with all below materials submitted in PDF format.

Note: All electronic files **MUST** be numbered and labeled as shown above. Failure to include the above supporting documentation will delay processing of your application package.

(Qgrc Plan Application Fee - \$2,000, 3rd & subsequent resubmittals - \$1,000 each

☐ A.0 Site Plan Application*

☐ B.2 Two (2) Sets of Plans, 24" x 36" C.4

☐ A.3 Aerial Photo/FEMA**

☐ Stormwater Calculations (as applicable)

☐ A.6 Legal Description (Word format)

☐ A.7 Authorized Agent Form, if 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.

Njc_qc bcqapg`c wmsp pcoscqr gl bcr_gj8 _____

Required Documents & Fees

Attached to this application is a list of **REQUIRED** data, documents and forms for each application type as well as the adopted fee schedule. These items must be included when submitting the application package. Failure to include the supporting data will deem your application package **INCOMPLETE** and will not be processed for review. Per Sec. 14-3 of the Wildwood Code of Ordinances, all charges for engineering plan review, site inspections/visits, and other engineering services deemed necessary shall be paid by the developer at cost.

Signature: _____ Print Name: _____ Date: _____



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.: _____

VOSO - Subdivision Improvement 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.

List Parcel Number(s): _____

Required Submittal Items: All submittals require an electronic copy with all below materials submitted in PDF format.

Note: All electronic files **MUST** be numbered and labeled as shown above. Failure to include the above supporting documentation will delay processing of your application package.

***Improvement Plan Application Fee - \$1,075, 3rd & subsequent resubmittals - \$537.50 each**

- | | |
|---|---|
| ☐ A.0 Improvement Plan Application* | ☐ B.2 Plan Set, 24" x 36" (Also Provide Two (2) Hard Copies) |
| ☐ A.3 Aerial Photo/FEMA** | ☐ C.4 Stormwater Calculations (as applicable) |
| ☐ A.6 Legal Description (Word Format) | |
| ☐ A.7 Authorized Agent Form, if 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

Attached to this application is a list of **REQUIRED** data, documents and forms for each application type as well as the adopted fee schedule. These items must be included when submitting the application package. Failure to include the supporting data will deem your application package **INCOMPLETE** and will not be processed for review. Per Sec. 14-3 of the Wildwood Code of Ordinances, all charges for engineering plan review, site inspections/visits, and other engineering services deemed necessary shall be paid by the developer at cost.

Signature: _____ Print Name: _____ Date: _____



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

Revised 4/2022

Staff Use Only

Case No.: _____

Fee Paid: _____

Receipt No.: _____

VOSO - Subdivision Final Plat Application

Contact Information:

Applicant Name: _____ Phone: _____

Address: _____ E-mail: _____

Owner Name: _____ Phone: _____

Address: _____ E-mail: _____

Surveyor 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.

List Parcel Number(s): _____

Required Submittal Items: All submittals require an electronic copy with all below materials submitted in PDF format.

Note: All electronic files **MUST** be numbered and labeled as shown above. Failure to include the above supporting documentation will delay processing of your application package.

*Final Plat Application Fee - \$700, 3rd & subsequent resubmittals - \$350 each

☐

A.0 Final Plat Application*

☐

B.1 Signed and Sealed Boundary Survey

☐

A.3 Aerial Photo/Location Map**

☐

B.2 Plan Set, 24" x 30"

☐

A.6 Legal Description (Microsoft Word format)

☐

E.2 Declaration, Covenants & Restrictions

☐

A.7 Signed, Notarized Authorized Agent Form If applicable

☐

E.3 Title Certificate

****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

Attached to this application is a list of **REQUIRED** data, documents and forms for each application type as well as the adopted fee schedule. These items must be included when submitting the application package. Failure to include the supporting data will deem your application package **INCOMPLETE** and will not be processed for review. Per Sec. 14-3 of the Wildwood Code of Ordinances, all charges for engineering plan review, site inspections/visits, and other engineering services deemed necessary shall be paid by the developer at cost.

Signature: _____ Print Name: _____ Date: _____



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

VOSO- Record Drawing Clearance Procedures

Date: _____

Project Name: _____

The following items are required to be submitted to the City in one complete package:

- ☐ One (1) ORIGINAL Engineering of Record Certification of Completion on City of Wildwood form
- ☐ One (1) COPY of above Engineering of Record Certification of Completion
- ☐ Four (4) hard copies of sealed Record Drawings.
- ☐ Two (2) hard copies of all sealed original material testing lab reports.
- ☐ Two (2) hard copies of FDEP final clearance acceptance for potable water and sanitary sewer system, if applicable
- ☐ Two (2) CD copies of all above materials

Following review of the above items by the City Engineer, the City Engineer will review for completeness. Once the above items are found to be acceptable, a field inspection will be conducted by the City Engineer and a final punch list will be issued which must be satisfactorily completed prior to final acceptance of the site improvements.



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

VOSO - Final Construction Clearance Procedures

Date: _____

Project Name: _____

Final Acceptance of Site Plans and Subdivisions

The following items are required to be submitted to the City in one complete package:

- ☐ Two (2) hard copies of sealed final as-builts.
- ☐ Two (2) hard copies of certification letter to the City certifying that the constructed stormwater ponds have adequate volume for the project being certified complete.
- ☐ Two (2) hard copies of clearance forms from any other applicable permitting agencies, if possible (FDOT, etc)
- ☐ Two (2) CD copies of all above materials

Note: Please include all of the above checklist items. If any of the items do not apply to your project, please write "N/A" and explain in the notes section below. Failure to submit this checklist with your clearance package will result in a delay in processing.



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

VOSO- Engineer's Certification of Satisfactory Completion

City of Wildwood
 100 N Main Street
 Wildwood, Florida 34785

Project Name: _____

Applicant Name: _____

I hereby certify to the City of Wildwood that the above referenced project has been fully and satisfactorily completed in accordance with the approved plans and permits, and the provisions of the Land Development Code or VOSO Development Agreement.

This Certification is made based on site observations by me and/or others under my responsible charge, review of certified material testing reports, and review of record drawings prepared by a registered engineer.

I am forwarding herewith two (2) copies of the certified material testing reports and four (4) prints of the RECORD DRAWING which shows the improvements as constructed including dimensions and elevations. The RECORD DRAWING has been certified as correctly indicating actual conditions of construction.

By _____

(Typed Name)

Registered Engineer No. _____

SEAL REQUIRED

STATE OF FLORIDA

DATE: _____

**THE VILLAGES OF SOUTHERN OAKS AREA B
CHAPTER 163 DEVELOPMENT AGREEMENT**

This Development Agreement (referred to as the or this “Agreement”) made this _____ day of _____, 2022, by and between The Villages Land Company, LLC, a Florida limited liability company, (hereinafter referred to as “VLC”), whose mailing address is 3619 Kiessel Road, The Villages, Florida 32163, and which shall be referred to as “Owner”, “Developer” or “Master Developer” as hereafter described) and the City of Wildwood, a Florida municipal corporation whose mailing address is 100 North Main Street, Wildwood, Florida 34785 (hereinafter referred to as “City” or “Wildwood”). The City and VLC may sometimes be referred to collectively herein as the “Parties”.

WITNESSETH

WHEREAS, The Villages of Lake-Sumter, Inc., has served as the Developer of The Villages of Sumter Development of Regional Impact (DRI), The Villages of Marion Florida Quality Development (FQD), The Tri-County Villages DRI, The Villages of Fruitland Park DRI, The Villages of Wildwood DRI, The Village of Fenney, The Villages of West Lake and The Villages of Southern Oaks, together commonly known and referred to as “The Villages”; and

WHEREAS, The Villages have been developed as a self-contained age restricted community with amenities and services on site to meet the needs of its residents, including the provision of mixed use town centers and internal multi-use paths to minimize the use of the automobile; and

WHEREAS, The Villages has developed into a well-designed community with a population of over one hundred twenty-five thousand (125,000) with significant recreational opportunities on-site and approximately six million (6,000,000) square feet of non-residential development. This non-residential development has also provided new commercial development that has served and continues to serve the larger Wildwood community and surrounding areas; and

WHEREAS, VLC acquired property in south Wildwood that has been designated as Age Restricted Development (ARD) on the City’s Future Land Use Map (FLUM) and is referred to as The Villages of Southern Oaks (hereinafter referred to as the “Project”); and

WHEREAS, the City’s comprehensive plan includes Future Land Use Element Policy 1.5.5 which is a site specific policy that establishes development requirements for the Project. Policy 1.5.5 refers to The Villages of Southern Oaks Area B Chapter 163 Development Agreement which is this Agreement; and

WHEREAS, the Project contains mostly vacant lands that are approved for a wide range of urban uses such as commercial, residential, office and medical uses as well as agricultural uses as provided for in the City’s FLUM ; and

WHEREAS, VLC has chosen to divide the Project into areas with each area having a separate Chapter 163 Development Agreement with the City. The boundary of Area B is identified in **EXHIBIT 3** (hereinafter referred to as the “Property”). A location map of the Property is attached as **EXHIBIT 3**. The Property is owned by VLC although, in the future, portions of it may be transferred to another entity or subdivided and sold; and

WHEREAS, this Agreement is solely for Area B with a legal description attached as **EXHIBIT 1**; and

WHEREAS, this Agreement is needed to establish standards for how Area B and future areas relate including providing for the transfer of entitlements between the areas as needed; and

WHEREAS, the original agreement for Area B was adopted on September 23, 2019 and a subsequent amendment adopted on February 24, 2020, October 12, 2020, March 22, 2021 and on July 11, 2022 with each Agreement adopted as an amended and restated agreement, thereby ensuring that all prior Agreements are no longer in effect; and

WHEREAS, VLC or another entity affiliated with the Owner is anticipating acquiring additional lands within south Wildwood in the future and is seeking with this Agreement to provide a format or template for long-term certainty and predictability of its development endeavors and a process for working with the City; and

WHEREAS, while development plans for the Project are currently only conceptual, it is important to all Parties to (1) establish the procedures under which the development can be conceptually approved so that, at the time of development, development orders and permits may be reviewed and acted on as efficiently and expeditiously as possible; (2) establish procedures that provide for predictability, yet appropriate flexibility to meet market changes during the term of this Agreement; and (3) to provide assurances that the Owner will be able to rely on for the life of this Agreement certain development rights as identified herein; and

WHEREAS, the City and the Owner has agreed on a term of thirty (30) years as sufficient to allow full development of the Property under the authority of the Florida Local Government Development Agreement Act as set out in Section 163.3229, Florida Statutes; and

WHEREAS, Sections 163.3220-163.3243, Florida Statutes, authorizes local governments and developers to enter into certain types of development agreements with long duration of up to 30 years to provide certainty to both parties in terms of current and future process and entitlements under such statutes; and

WHEREAS, the Property, is located in an area which is within a Joint Planning Area with Sumter County in order to plan for future public facilities and coordinate annexations; and

WHEREAS, developing these properties on additional land in a mixed use, compact development pattern connected by internal multi-use paths furthers the City of Wildwood’s policies in the south Wildwood area; and

WHEREAS, the Project, is planned to be integrated over time into The Villages but will not be a DRI; and

WHEREAS, this Development Agreement provides a statutory binding template much like a local Development Order. It strengthens the public planning process, encourages sound capital improvement planning and financing and assists in ensuring that adequate capital facilities are in place to address the impacts of development. It also encourages well thought out development and planning to reduce the costs and impacts of development to the citizens of Wildwood; and

WHEREAS, the City and the Owner agree that The Villages should have consistent requirements for its different communities to maintain continuity and to minimize confusion for both the City and The Villages; and

WHEREAS, the City recognizes that The Villages has procedures to address special events and other requirements which are applied through-out the communities and exemptions from the City's Code is warranted; and

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein and other good and valuable consideration, sufficiency and the receipt of which are hereby acknowledged, it is mutually agreed as follows:

I. PURPOSE, AUTHORITY AND LEGAL DESCRIPTION

(A) Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement by reference.

(B) Purpose. The purpose of this Agreement is six-fold.

1) It will provide a binding written agreement between the City and the Owner for the long-term development in order to provide a mutually acceptable process for the City and certainty to the Developer;

2) It will set out for both Parties and the citizens of Wildwood the density, intensity, land uses and processes to be followed for purposes of development;

3) It will approve new development rights and clarify certain development rights or assumptions identified and clarify how the City's land development regulations (LDR's) will apply;

4) It will anticipate and plan for future development to be continuing;

5) It will establish design standards and a process, both for this development and other development which will take place under the Age Restricted Development (ARD) future land use and zoning category; and

6) It will help ensure consistency and continuity between The Villages communities by providing exemptions from specified provisions in the City's Code.

(C) Authority for Agreement: This Agreement is entered into pursuant to the authority of the Florida Local Government Development Agreement Act which consists of

Sections 163.3220-163.3243, Florida Statutes, the authority under those sections are supplemental and additional to the powers conferred upon local governments by other laws and it encourages sound capital improvement planning and financing, reducing the cost of housing and development and encouraging a commitment to long-term comprehensive planning for a community.

(D) Legal description. The Property subject to this Agreement is shown by a sketch of the Property and legal description which is attached and incorporated as **EXHIBIT 1** and a location map as **EXHIBIT 3**.

II. APPROVED LAND USE AND DEVELOPMENT RIGHTS

(A) Land Use. The City has changed the future land use of the Property to ARD and has also approved ARD zoning. The City has also adopted Future Land Use Element Policy 1.5.5 which is a site specific policy that only applies to the Project. All approvals are in effect.

TABLE 1: AREA B PROJECT ENTITLEMENTS

LAND USE	APPROVED DEVELOPMENT
RESIDENTIAL	18,413 DWELLING UNITS (Age Restricted)
NON-RESIDENTIAL	2,315,000 SQUARE FEET OF COMMERCIAL/OFFICE 110,000 SQUARE FEET OF OFFICE/GOVERNMENT

(B) Proposed Entitlements, Conversion Matrix.

1) The Table 1 entitlements can be converted to other uses authorized by the ARD future land use and zoning and Future Land Use Policy 1.5.5 utilizing a land use conversion matrix included in **EXHIBIT 2** and a process described by this Agreement.

2) Although not specifically listed above, all uses authorized by the City's comprehensive plan which are permitted within the Project are set out in **EXHIBIT 4**.

3) The VLC is the Master Developer for the Project. As the Master Developer, VLC owns and controls all of the development rights and entitlements within the Project which are identified in Table 1 above for Area B. Any proposed development or improvements to property within the Project requires the prior written approval of the Master Developer, including, but not limited to, use of any entitlements as to any parcel or property within the Project. No new development can occur that reduces VLC's entitlements or Master Developer rights without Master Developer's prior authorization. VLC maintains an accounting of its development entitlements and will provide a copy to the City upon request.

4) VLC may transfer entitlements to and from Area B to any future area within the Project without requiring an amendment to this Agreement. VLC must provide the City notice of at least thirty (30) days in advance of transferring entitlements with no approval required by the City. Table 1 will be revised to reflect the current entitlements once an amendment is proposed to the Agreement.

(C) Future Phases. The development process approved by this Agreement only applies to the legal description attached as **EXHIBIT 1** and, as will be more fully explained later in this Agreement, additional lands cannot be added without going through the statutory process of amending this Agreement or, at the sole option of the Owner, entering into a separate 163 Agreement for future land. Accordingly, in the future, there may be additions of development phases or the additional lands could be added to this Development Agreement by the statutory process developed as a single phase. However, if developed in future phase and/or separate phases, since the real estate is not always contiguous to the Property in Exhibit 1, there will be no aggregation of traffic under the City's LDR for mitigation purposes because all of the development on these lands will not be using the same roadways. If additional lands are added, either through an amendment to this Agreement or at the election of the Developer, a new development agreement, the Developer will provide the required public notices and direct notices to affected individuals and will provide density, intensity, use and any infrastructure known to be needed at the time, as required by the statutes. However, nothing contained in this paragraph or this Agreement shall be construed as requiring the City to adopt any amendment to this 163 Agreement or to adopt any separate 163 Agreements.

III. LAND USES AND APPROVED DEVELOPMENT RIGHTS AND ASSUMPTIONS

(A) Permitted Uses, Density and Intensity

1) Uses Permitted in Project. The Project is approved for the uses permitted in ARD land use and zoning category and Future Land Use Policy 1.5.5 as identified in **EXHIBIT 4**, including all permitted accessory uses. The maximum residential density in the ARD is 30 units per acre with no minimum density and the maximum intensity is 0.5 FAR, except for the Town Center and Medical Campus which is 3.0 FAR. ARD is a mixed use category which must meet the minimum and maximum percentages identified in the Future Land Use Element Policy 1.5.3 of the City's plan.

2) Agricultural. The Property has historically been used for agricultural activities and the Developer may pursue bona fide agricultural and silvicultural uses on the Property unless all permits and approvals necessary for a portion of the Agreement are within an approved Site Plan. For purposes of this Agreement, Site Plan is defined as either a non-agricultural site plan approval or a residential improvement plan approval from the City. There may be numerous Site Plans on the Property so if a Residential or Non-Agricultural Site Plan is approved for one area, agricultural use will stop in that area but may continue in others without approved Site Plans.

3) Mining. Mining is permitted pursuant to Section 3.20 of the City's Land Development Regulations.

4) Additional Land Uses. Additional land uses other than those permitted under the comprehensive plan require approval by the City through an amendment to the City's comprehensive plan. No amendment to this Agreement will be required to implement those uses so long as the additional land uses were approved through the comprehensive plan amendment process.

5) Towers and Wireless Communication Services. Towers and Wireless Communication Services (including cell and wireless communication towers) are a permitted use within the Property and are thus exempt from requiring a Special Exception Use and exempt from the requirements in Section 3.9 (E)(18) of the City of Wildwood Land Development Regulations. Towers and wireless communication services adjacent to external residential zoned properties shall have a setback of one half the height of the tower except those towers designed to collapse upon themselves. Collapsing towers and those towers not adjacent to external residential zoned properties shall comply with the setback and buffering provisions contained in **EXHIBIT 8**.

6) Alcoholic Beverages. The sale and consumption of alcoholic beverages is permitted within the Property. The Property is exempt from Section 4-5(a) of the City of Wildwood Code of Ordinances. All non-residential areas and uses, recreational areas and uses, and areas of mixed use shall be exempt from Section 4-2(a) of the City of Wildwood Code of Ordinances. However, streets dedicated to the City, sidewalks dedicated to the City, alleys dedicated to the City, and City owned public parks shall not be exempt from Section 4-2(a). This exemption shall not exempt the sale and consumption of alcoholic beverages from complying with the alcoholic beverage laws of the State of Florida.

IV. PROJECT INFRASTRUCTURE FACILITIES AND UTILITIES

(A) Transportation

1) Traffic Generation/Analysis. Based on the traffic impact study methodology approved by the City, the traffic consulting firm of Kimley-Horn & Associates has conducted a transportation analysis for the amount of development approved in **TABLE 1**. The result of the Kimley-Horn & Associates analysis was that no new off-site transportation improvements are needed for local roads for the time period and development scenario analyzed. The traffic analysis is attached as **EXHIBIT 6**.

2) Traffic Assumptions. The City agrees that Developer may use the following transportation assumptions when conducting a traffic analysis for development within the Property:

a) Developer may rely upon both the 2005 Origin and Destination Survey Summary Report and the 2008 Origin and Destination Summary Report of Non-Residential Travel Characteristics Study performed by Kimley-Horn & Associates and approved by FDOT for The Villages DRI's. Those assumptions provided a high community capture rate, given the mixed use nature of the development, the roadways and non-vehicular connections and the age restricted nature of the development with less persons per household and fewer work trips.

b) Developer may assume that the City will permit Developer in the future to assume the amount of development identified in **TABLE 1** is approved 12,125 PM peak hour trips.

3) Traffic Conversion to Other Land Uses. Developer may convert development entitlements depicted in **TABLE 1** to other uses approved in the City's comprehensive plan, only so long as the total trips generated do not exceed the trips permitted in **TABLE 1**. Attached and incorporated as **EXHIBIT 2** is a Land Use Conversion Table (the "Conversion Table") identifying the trip equivalency for each land use permitted. No amendment to this Agreement is required in order to utilize the Conversion Table. Developer must provide the City notice of at least thirty (30) days in advance of using the Conversion Table with no approval required by the City.

4) New Traffic Analysis. If Developer proposes new additional development entitlements within this Property [excluding transfers pursuant to Section II (B) 4. of this Agreement and conversions pursuant to Section IV (A) 3. of this Agreement], it will be required to provide a new traffic analysis or demonstrate to the City's satisfaction that a new traffic analysis is not required. Such additional new entitlements on the Property subject to this Agreement will be treated as aggregable for traffic mitigation proposed pursuant to Section 1.17 of the City's LDR's.

5) Transportation Modes. Developer will provide within the Project (or outside of the Project but within The Villages, as needed) multi-use paths, lanes and connectivity bridges and tunnels consistent with those at The Villages' DRI's in order to provide interconnectivity for golf carts and other modes of transportation for the purpose of reducing reliance on automobiles.

6) Developer acknowledges that development on the Property will be subject to Sumter County's impact fee ordinances and also any agreements entered into between Developer and the County for credits against such ordinances.

(B) Potable Water and Sanitary Sewer Service

1) An affiliate of Developer and the City have entered into a separate Utility Franchise Agreement in order to address provision of potable water and sanitary sewer services to the Project. That Agreement is attached as **EXHIBIT 7** but is not incorporated into this Agreement, so that the Parties may agree on changes to it over time and not have to amend this Agreement.

(C) Solid Waste Service

1) Solid Waste service will be provided by an affiliate of Developer pursuant to a franchise agreement between such affiliated party and the City. Such Agreement will be included in the file but will not be incorporated into this Agreement so that the Parties can agree on a change without having to amend this Agreement.

(D) Availability of Infrastructure

1) Necessary potable water and sanitary sewer, neighborhood streets, gas lines, power, phone, fiber and cable, as well as any new facilities required to service the same, shall be constructed or installed so as to be available concurrent with the development which is served by it.

(E) Public School Impacts

1) The Developer must at the time of development for any non-age restricted dwelling units created within the Project coordinate with the Sumter County School Board to address school capacity.

V. GENERAL REQUIREMENTS AND DESIGN CRITERIA

The general requirements and design criteria covering the Property are attached and incorporated as **EXHIBIT 8**. The Project shall adhere to the design standards contained within the Agreement, the Project's Standard Detail Manual and the City's LDR's amended October 14, 2019 (Water, Sewer, and Miscellaneous Details). A Standard Detail Manual will be provided to the City for review and approval. The manual will serve as a guide for purposes of development and include those requirements of **EXHIBIT 8**.

(A) Permitting, Construction, and Reconstruction of Buildings

1) Project Approval Process. The Developer shall submit a master development plan that generally shows the intended development including roadways, amenities, ponds, buffers and neighborhoods for each phase of development. The master development plan shall be submitted to the City and go through the Project Review Committee (PRC), Planning and Zoning and City Commission process to obtain approval. Once the master development plan has been approved, all projects within the boundary of the master development plan only require PRC approval. Alteration of land, grading, mass grading and/or stormwater earthwork projects do not require a permit from the City. Mass grading and/or stormwater earthworks shall be defined as excavation and filling on the Project on a large scale over a large area to achieve final grades as established by the engineer of record and as approved by SWFWMD. Generating large quantities of soil via deep excavation and temporary stockpiling the material is an approved use. A copy of the SWFWMD permit shall be provided to the City once obtained. For improvement plans, site plans and plats which are included within an approved master plan, the Development Services Director or assignee shall have the option to review, approve and/or comment without going through the PRC process.

The City shall not review or comment on utilities that are not owned or maintained by the City. Dry utilities (i.e. power, phone, fiber, cable, gas, etc.) designs will be provided during the record drawing process. Building elevations are not required for Site Plan approval. Existing zoning, existing future land use, and soils maps will be provided during the master development plan submittal and will not be required to be submitted with each subdivision, Site Plan, amenity, roadway project, or final plat. The aerial and floodplain maps shall be submitted with every project.

2) Plan changes made to the approved Site Plan during construction shall be provided to the Development Services Director to be placed into the file of record. A

modification to the permit will not be required, unless required by the Development Services Director.

3) Final Plat. Final plats shall meet all the requirements of F.S. Chapter 177 and shall be so certified by a Professional Surveyor and Mapper. The final plat shall be prepared on mylar using sheet sized 24 inches by 30 inches (24"x30") with a three-inch (3") margin on the left and one-inch (1") margin on the other three sides. Monuments for Permanent Reference Monuments (PRM's), Permanent Control Points (PCP's) and lot or tract corners shall be set in accordance with requirements of F.S. Chapter 177 with rebars and caps being acceptable for PRM's.

The plat shall be reviewed for conformity to F.S. Chapter 177 by a Professional Surveyor and Mapper either employed by the City or under contract to the City, and evidence of such review shall be placed on the plat. Field verification of any points or measurements shown on the plat will not be required for said review.

The following are not required to be submitted with the plat or shown on the plat:

- a) Driveway locations;
- b) Landscape Plans and Tree Surveys;
- c) Building Elevations;
- d) Stormwater/Drainage Calculations;
- e) Performance Bonds which may be addressed through the required CDD bonds;
- f) Maintenance Bonds which may be addressed through the required CDD bonds; and
- g) Preliminary Concurrency Determination.

4) The Engineer will provide Engineer's Certification of Completion, Material Testing Reports and Record Drawings to the City for approval. Record drawings will be provided by the Engineer to the City for approval prior to issuance of building permits. Once record drawings have been received or approved by the City, building permits may be issued by Sumter County. Landscaping, screen walls, entry signage, and fencing is not required to be completed to obtain record drawing approval. The record drawings shall include all plan changes during construction and the following certification on the submitted plans from the Engineer including signature and date:

"I hereby certify that the pavement, curbing, sidewalks, water, sewer, and storm drainage systems have been built in accordance with these "record" drawings. This certification is based on visual inspections. The record drawings are believed to be correct to the best of the Engineer's knowledge and the accuracy of the information cannot be guaranteed."

Within (ninety) 90 days of approval of the final Record Drawing within a master plan phase by the City, the Engineer will provide Final As-Built plans for the entire master plan phase at one time, Final Clearance of Potable Water, and Sanitary Sewer Systems by FDEP. If applicable, the engineer of record shall provide a letter to the City certifying that the constructed stormwater ponds have adequate volume for the project(s) being certified complete. The Developer shall have perimeter walls and perimeter landscaping substantially complete except for where construction access is required or in areas where the buffer shall be installed with the home. Appropriate digital files of the final As-Built plans agreed upon by the parties will be provided to the City.

The water and sewer utility provider will review and sign off on FDEP Clearance forms for submittal. The Engineer will provide the utility provider Record Drawings, passing pressure test results, lift station start up results, Operations and Maintenance manuals, unexpired bacteriological laboratory test results, and the FDEP clearance form signed by all parties with the exception of the water and sewer utility provider. The utility clearance process shall not hold up or delay in any way the Record Drawing approval process. The potable water and sanitary sewer shall be cleared prior to the certification of occupancy of a given home.

5) All structures and site improvements must be permitted by the City pursuant to Site Plans submitted to and approved by the City. The Developer shall install and complete all required site improvements with documentation including record drawings prior to the City issuing a Certificate of Occupancy for any permitted structure. Partial clearance may be obtained when proof is provided to the City that life safety items have been completed for Certificate of Occupancy. Site Plan approval shall be based upon adherence of this Agreement.

a) Easement and/or tract widths for utilities not owned and maintained by the City shall be determined by the utility having ownership and maintenance responsibilities.

b) Stormwater ponds connected to an irrigation pumping/bleed-down system are not required to have six (6) inches of freeboard.

c) If the water and sewer utility system is not owned by the City, utility cost estimates and inspection fees are not required as part of Site Plan approval.

6) Environmental reports are to be submitted only at the time of a comprehensive plan amendment.

7) Stormwater calculations are not required to be approved by the City as long as a SWFWMD permit is obtained. The Developer's engineer shall submit stormwater conveyance system calculations for storm systems to be owned and maintained by the City.

8) The traffic study submitted with the rezoning application shall be sufficient for the duration of the Project.

9) A tree preservation and mitigation plan is not required. However, a note shall be on the plans stating that the landscaping and tree mitigation shall be on an aggregate basis and consistent with historical development within The Villages.

10) Community Development Districts. It is anticipated that the Property will include one or more community development districts (CDD's) created by the City pursuant to Chapter 190, F.S. It is understood and agreed between the Parties that any obligations or requirements placed on Owner may be transferred to one or more CDD's for implementation and operation, pursuant to the authority in Chapter 190.

11) The PRC may approve minor changes to the Design Standards in this Agreement if it determines the changes meet the criteria for variances in Section 3.12 of the LDRs or are appropriate for the waiver process. Such minor changes may be approved by the PRC with no amendment required to this Agreement.

12) Failure of the Agreement to address a particular permit condition, term or restriction shall not relieve VLC of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction.

13) The Project is exempt from the collection of the Recreation Impact Fee effective October 1, 2019.

14) Only those applications found in **EXHIBIT 9** are required for the Project. These applications are specific to this Agreement.

15) The Developer or Developer's applicant may request an additional PRC meeting be held if ten (10) days' notice is provided to the Development Services Director in which approval of the request should not be unreasonably withheld.

(B) Amendments

Any amendments to this Agreement must follow the same process as adoption of the original agreement and the requirements of the Florida Local Government Development Agreement Act (Sections 163.3220-163.3243, F.S.)

VI. GOVERNING LAWS AND POLICIES. This Agreement establishes the standards that apply to this Project and if there is any conflict between the Agreement and the City of Wildwood Land Development Regulations this Agreement shall prevail. Furthermore, for those provisions not in conflict with this Agreement, the City's LDR's and policies governing the Project at the time of execution of the Development Agreement shall govern the development of land for the duration of this Development Agreement. The local government may apply subsequently adopted laws and policies to the development subject to this Agreement, only if the local government has followed the procedures set forth in 163.3233.

VII. COMPREHENSIVE PLAN. Pursuant to the terms and conditions of this Agreement, the City finds that the development, as proposed in this Agreement, is consistent with its Comprehensive Plan and applicable LDR's. As each Site Plan is submitted the proposed development will be subject to comprehensive plan and land use development review and consistency.

VIII. PERIODIC REVIEW. The City shall review the Property at least once every twelve (12) months to determine if there has been demonstrated good faith compliance with the terms of

this Agreement. If the City finds, on the basis of substantial competent evidence, that there has been a failure to comply with the terms of this Agreement, the Agreement may be revoked or modified by the City. Prior to taking such action, the City shall provide Owner with reasonable notice and an opportunity to demonstrate compliance with the Agreement and, in the event of failure to so demonstrate, remedy such noncompliance. Accordingly, if City staff believes Owner is not in compliance, it shall provide written notice and facts upon which the determination was made by either hand delivery to the Owner's office or by certified mail, return receipt requested. Such notice shall allow Owner to demonstrate compliance or seek to correct the non-compliance within forty-five (45) days, unless staff extends the time for good cause. If not resolved between Owner and staff within the deadline, an advertised public hearing shall be held before the City Commission within thirty (30) days or, if not possible, at the next available City Commission meeting after the initial thirty (30) days. At that public hearing, the City Commission shall make a determination of whether Owner is in compliance. If the determination is non-compliance, Owner shall be given a reasonable amount of time to remedy the non-compliance.

IX. DURATION. The duration of this Agreement shall be thirty (30) years but may be extended by mutual consent of the governing body and the Developer, subject to public hearings.

X. BINDING EFFECT. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to all successors in interest to the parties to this Agreement, whether by lease or purchase of a portion of the Property.

XI. GOVERNING LAW. This Agreement, and the rights and obligations of the Parties hereunder, shall be governed by, construed under and enforced in accordance with the laws of the State of Florida. Preparation of this Agreement has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against a party to the Agreement.

XII. SEVERABILITY. If any provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

XIII. EXHIBITS. Unless otherwise provided in this Agreement, all exhibits are incorporated herein by reference.

XIV. CAPTIONS FOR PARAGRAPH HEADINGS. Captions and paragraph headings contained in this Agreement are for convenience and reference only, and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provision hereof.

XV. COUNTERPARTS. This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same instrument. Execution of this Agreement may be evidenced by transmission of facsimile or electronic pdf copies.

XVI. ASSIGNABILITY. This Agreement may be assigned by the Developer to a third party.

XVII. EFFECTIVE DATE. This Agreement is effective when fully executed by all Parties, a copy is filed with the City Clerk in the Official Records and the FLUM amendment re-designating the Property as ARD goes into effect.

XVIII. TERMINATION. This Agreement shall terminate in thirty (30) years from its effective date, unless extended, or may be terminated by mutual consent of the Parties.

XIX. AMENDMENTS. This Agreement may be extended or amended by mutual consent of the parties so long as the extensions and amendments meet the requirements of Sections 163.3220-163.3243, F. S. All amendments will be adopted as an amended and restated version and when an amendment goes into effect then all prior agreements shall be null and void.

XX. NO CONSENT OF PROPERTY OWNERS REQUIRED. For purposes of amending this Agreement, the sole applicant shall be the Villages Land Company, LLC. No other landowners within the Property may seek an amendment to this Agreement and no consent of the other property owners within the Property shall be required.

XXI. FURTHER ASSURANCES. Each of the Parties hereto agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties hereby declare their intention to cooperate with each other in effecting the terms of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.

XXII. NOTICES. Any notices or reports required by this Agreement shall be sent to the following:

For the City:

City Manager
City Hall
100 North Main Street
Wildwood, Florida 34785
With copy to:

City Attorney
City Hall
100 North Main Street
Wildwood, Florida 34785

For the Owner:

Brian Hudson, Esq.
Corporate Counsel
The Villages Land Company, LLC

3619 Kiessel Road
The Villages, Florida 32163

Martin L. Dzuro, Manager
The Villages Land Company, LLC
3619 Kiessel Road
The Villages, Florida 32163

XXIII. PUBLIC HEARINGS. This Agreement was approved by the City Commission after two properly noticed public hearings before the City Commission on _____, 2022 and _____, 2022.

XXIV. ATTORNEYS' FEES. In the event that it becomes necessary for any party to this Agreement to enforce its rights under the terms of this Agreement, then in that event, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, including all trial and appellate litigation.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Agreement as of the date set forth below.

WITNESSES:

THE VILLAGES LAND COMPANY, LLC,
a Florida limited liability company

(Witness Signature)

BY: TVL Company, LLC, a Florida limited liability company, its Manager

(Witness Printed Name)

By: _____
Print Name: _____
Title: Manager

Date: _____

(Witness Signature)

(Witness Printed Name)

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this ____ day of _____, 2022 by _____ as Manager of TVL Company, LLC, a Florida limited liability company, the Manager of The Villages Land Company, LLC, a Florida limited liability company, who is personally known to me or who has produced _____ as identification.

Notary Public

Name (typed, printed or stamped)

WILDWOOD CITY COMMISSION

By:_____
ED WOLF, MAYOR

ATTEST:

Date

SUSAN PATTERSON, CITY CLERK
Approved as to Form:

CITY ATTORNEY

LIST OF EXHIBITS

Exhibit 1	Area B Legal Description
Exhibit 2	Land Use Conversion Matrix
Exhibit 3	Area B Location Map
Exhibit 4	Permitted Uses
Exhibit 5	Reserved
Exhibit 6	Kimley-Horn & Associates Traffic Analysis
Exhibit 7	Utility Franchise Agreement
Exhibit 8	General Requirements and Design Criteria
Exhibit 9	VOSO Applications

EXHIBIT 1

AREA B LEGAL DESCRIPTION

CHAPTER 163 COMPREHENSIVE PLAN – AREA B
AMENDED AND RESTATED

TRACT 1:

SECTION 13, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

LESS:

COUNTY ROAD 470 RIGHT OF WAY.

LESS:

THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 THEREOF.

LESS:

THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 THEREOF.

LESS:

THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 THEREOF

TOGETHER WITH:

ALL OF SECTION 14, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS COUNTY ROAD CR-470 RIGHT-OF-WAY.

TOGETHER WITH:

ALL OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

AND:

ALL OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

AND:

TRACT 2:

PARCEL 1:

ALL OF SECTIONS 25 AND 26, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

PARCEL 2:

THE EAST THREE-QUARTERS (E 3/4) AND THE NORTHWEST ONE-QUARTER (NW 1/4) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

PARCEL 3:

A PART OF SECTION 1, TOWNSHIP 21 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SECTION 1, RUN SOUTH 00°18'00" WEST ALONG THE EAST LINE OF SECTION 1 A DISTANCE OF 311.45 FEET TO A CONCRETE MONUMENT, THENCE SOUTH 42°09'00" WEST 881.81 FEET TO AN IRON PIPE, THENCE NORTH 89°48'17" WEST 1607.46 FEET, TO A CONCRETE

CHAPTER 163 COMPREHENSIVE PLAN – AREA B
AMENDED AND RESTATED

MONUMENT, THENCE NORTH 01°16'52" WEST 969.87 FEET TO A CONCRETE MONUMENT ON THE NORTH LINE OF SECTION 1, THENCE SOUTH 89°44'42" EAST ALONG THE NORTH LINE OF SECTION 1 A DISTANCE OF 2222.55 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 1, RUN SOUTH 00°18'00" WEST ALONG THE EAST LINE OF SAID SECTION 1 A DISTANCE OF 311.45 FEET TO A CONCRETE MONUMENT, THENCE SOUTH 42°09'00" WEST 881.81 FEET TO AN IRON PIPE AND THE POINT OF BEGINNING FROM SAID POINT OF BEGINNING CONTINUE SOUTH 42°09'00" WEST 662.38 FEET, THENCE SOUTH 07°50'34" EAST 94.87 FEET, THENCE SOUTH 60°54'12" WEST 597.97 FEET, THENCE SOUTH 66°52'27" WEST 184.59 FEET, THENCE SOUTH 78°41'22" WEST 135.40 FEET, THENCE NORTH 53°45'08" WEST 100.94 FEET, THENCE NORTH 31°26'21" WEST 464.31 FEET, THENCE NORTH 03°04'03" WEST 526.98 FEET, THENCE SOUTH 89°48'17" EAST 1607.46 FEET TO THE POINT OF BEGINNING.

AND TOGETHER WITH:

BEGIN 311.45 FEET SOUTH OF THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 21 SOUTH, RANGE 23 EAST, RUN THENCE SOUTH 3,012.39 FEET, ALONG SECTION LINE, THENCE NORTH 84°41'50" WEST 777.43 FEET, THENCE NORTH 08°08'34" WEST 1808.51 FEET, NORTH 41°51' EAST 1544.19 FEET TO POINT OF BEGINNING.

TRACT 3:

ALL OF SECTION 15, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS RIGHT-OF-WAY FOR COUNTY ROAD NO. 470; A PORTION OF SECTIONS 16, 17, 21, 22, 27, 34, 35, AND 36, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS RIGHT-OF-WAY FOR COUNTY ROAD NO. 470; AND A PORTION OF SECTION 2, TOWNSHIP 21 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA. SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID SECTION 2; THENCE RUN SOUTH 0°03'23" WEST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 2, A DISTANCE OF 2623.88 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 2; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 0°02'13" EAST, ALONG THE EAST LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, A DISTANCE OF 1322.59 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 2; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°43'30" WEST, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 2, A DISTANCE OF 2656.15 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 2; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 89°42'39" WEST, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 2, A DISTANCE OF 1324.15 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 2; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 0°15'29" WEST, ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 2, A DISTANCE OF 1297.23 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF A CANAL; THENCE DEPARTING SAID WEST LINE, RUN ALONG CENTERLINE OF SAID CANAL THE FOLLOWING TWO HUNDRED FOUR (204) COURSES AND DISTANCES: 1) THENCE RUN NORTH 22°51'09" WEST, A DISTANCE OF 269.86 FEET; 2) THENCE RUN NORTH 24°35'05" WEST, A DISTANCE OF 734.95 FEET; 3) THENCE RUN NORTH 15°12'47" WEST, A DISTANCE OF 186.06 FEET; 4) THENCE RUN NORTH 1°35'32" WEST, A DISTANCE

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OF 223.23 FEET; 5) THENCE RUN NORTH 2°11'35" WEST, A DISTANCE OF 1157.08 FEET; 6) THENCE RUN NORTH 1°47'43" WEST, A DISTANCE OF 1425.32 FEET; 7) THENCE RUN NORTH 2°09'06" WEST, A DISTANCE OF 1633.27 FEET; 8) THENCE RUN NORTH 4°54'12" WEST, A DISTANCE OF 294.11 FEET; 9) THENCE RUN NORTH 25°21'19" WEST, A DISTANCE OF 458.61 FEET; 10) THENCE RUN NORTH 25°52'24" WEST, A DISTANCE OF 1050.83 FEET; 11) THENCE RUN NORTH 25°31'00" WEST, A DISTANCE OF 1750.21 FEET; 12) THENCE RUN NORTH 25°59'50" WEST, A DISTANCE OF 1339.15 FEET; 13) THENCE RUN NORTH 24°24'20" WEST, A DISTANCE OF 671.77 FEET; 14) THENCE RUN NORTH 26°08'34" WEST, A DISTANCE OF 799.74 FEET; 15) THENCE RUN NORTH 26°01'44" WEST, A DISTANCE OF 906.86 FEET; 16) THENCE RUN NORTH 26°14'58" WEST, A DISTANCE OF 1083.72 FEET; 17) THENCE RUN NORTH 25°33'45" WEST, A DISTANCE OF 819.48 FEET; 18) THENCE RUN NORTH 25°28'52" WEST, A DISTANCE OF 968.13 FEET; 19) THENCE RUN NORTH 25°51'42" WEST, A DISTANCE OF 726.06 FEET; 20) THENCE RUN NORTH 19°29'28" WEST, A DISTANCE OF 398.97 FEET; 21) THENCE RUN NORTH 12°40'25" WEST, A DISTANCE OF 726.83 FEET; 22) THENCE RUN NORTH 12°51'05" WEST, A DISTANCE OF 924.25 FEET; 23) THENCE RUN NORTH 12°54'52" WEST, A DISTANCE OF 954.44 FEET; 24) THENCE RUN NORTH 25°15'06" WEST, A DISTANCE OF 161.04 FEET; 25) THENCE RUN NORTH 64°00'12" WEST, A DISTANCE OF 129.11 FEET; 26) THENCE RUN NORTH 89°03'48" WEST, A DISTANCE OF 410.32 FEET; 27) THENCE RUN NORTH 70°55'17" WEST, A DISTANCE OF 449.10 FEET; 28) THENCE RUN NORTH 66°21'49" WEST, A DISTANCE OF 344.48 FEET; 29) THENCE RUN NORTH 73°23'48" WEST, A DISTANCE OF 298.06 FEET; 30) THENCE RUN NORTH 56°20'13" WEST, A DISTANCE OF 282.99 FEET; 31) THENCE RUN NORTH 15°23'26" WEST, A DISTANCE OF 162.21 FEET; 32) THENCE RUN NORTH 33°42'31" WEST, A DISTANCE OF 107.91 FEET; 33) THENCE RUN NORTH 11°42'52" WEST, A DISTANCE OF 99.77 FEET; 34) THENCE RUN NORTH 9°37'52" WEST, A DISTANCE OF 140.51 FEET; 35) THENCE RUN NORTH 49°49'11" WEST, A DISTANCE OF 94.23 FEET; 36) THENCE RUN SOUTH 89°24'57" WEST, A DISTANCE OF 33.12 FEET; 37) THENCE RUN SOUTH 14°19'15" WEST, A DISTANCE OF 34.16 FEET; 38) THENCE RUN NORTH 85°44'39" WEST, A DISTANCE OF 31.86 FEET; 39) THENCE RUN NORTH 27°59'46" WEST, A DISTANCE OF 61.20 FEET; 40) THENCE RUN NORTH 58°53'24" WEST, A DISTANCE OF 65.88 FEET; 41) THENCE RUN NORTH 71°28'04" WEST, A DISTANCE OF 120.01 FEET; 42) THENCE RUN NORTH 9°25'46" WEST, A DISTANCE OF 21.71 FEET; 43) THENCE RUN NORTH 19°02'23" EAST, A DISTANCE OF 47.42 FEET; 44) THENCE RUN NORTH 41°53'52" WEST, A DISTANCE OF 24.69 FEET; 45) THENCE RUN SOUTH 88°57'43" WEST, A DISTANCE OF 39.65 FEET; 46) THENCE RUN NORTH 75°01'42" WEST, A DISTANCE OF 46.78 FEET; 47) THENCE RUN SOUTH 65°29'44" WEST, A DISTANCE OF 19.93 FEET; 48) THENCE RUN SOUTH 44°24'19" WEST, A DISTANCE OF 52.38 FEET; 49) THENCE RUN SOUTH 77°49'11" WEST, A DISTANCE OF 25.26 FEET; 50) THENCE RUN NORTH 40°26'02" WEST, A DISTANCE OF 26.19 FEET; 51) THENCE RUN NORTH 1°55'57" EAST, A DISTANCE OF 32.53 FEET; 52) THENCE RUN NORTH 65°15'18" WEST, A DISTANCE OF 20.68 FEET; 53) THENCE RUN SOUTH 71°14'56" WEST, A DISTANCE OF 24.55 FEET; 54) THENCE RUN NORTH 79°11'28" WEST, A DISTANCE OF 48.18 FEET; 55) THENCE RUN NORTH 48°48'16" WEST, A DISTANCE OF 35.02 FEET; 56) THENCE RUN NORTH 87°19'54" WEST, A DISTANCE OF 20.88 FEET; 57) THENCE RUN NORTH 87°23'57" WEST, A DISTANCE OF 33.14 FEET; 58) THENCE RUN NORTH 42°08'01" WEST, A DISTANCE OF 31.68 FEET; 59) THENCE RUN NORTH 58°55'47" WEST, A DISTANCE OF 78.56 FEET; 60) THENCE RUN SOUTH 51°21'35" WEST, A DISTANCE OF 14.12 FEET; 61) THENCE RUN SOUTH 26°37'30" WEST, A DISTANCE OF 33.13 FEET; 62) THENCE RUN SOUTH 85°41'13" WEST, A DISTANCE OF 19.40 FEET; 63) THENCE RUN NORTH 27°26'56" WEST, A DISTANCE OF 51.36 FEET; 64) THENCE RUN NORTH 55°06'49" WEST, A DISTANCE OF 108.58 FEET; 65) THENCE RUN NORTH 23°38'32" WEST, A DISTANCE OF 44.56 FEET; 66) THENCE RUN NORTH 50°58'32" WEST, A DISTANCE OF 78.80 FEET; 67) THENCE RUN NORTH 59°28'14" WEST, A DISTANCE OF 117.72 FEET; 68) THENCE RUN NORTH 83°31'17" WEST, A DISTANCE OF 59.03 FEET; 69) THENCE RUN NORTH 71°06'28"

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WEST, A DISTANCE OF 34.29 FEET; 70) THENCE RUN NORTH 12°48'03" WEST, A DISTANCE OF 74.96 FEET; 71) THENCE RUN NORTH 16°39'22" EAST, A DISTANCE OF 27.91 FEET; 72) THENCE RUN NORTH 34°23'30" WEST, A DISTANCE OF 85.96 FEET; 73) THENCE RUN NORTH 64°29'32" WEST, A DISTANCE OF 42.11 FEET; 74) THENCE RUN SOUTH 88°10'53" WEST, A DISTANCE OF 84.46 FEET; 75) THENCE RUN NORTH 53°45'09" WEST, A DISTANCE OF 81.87 FEET; 76) THENCE RUN NORTH 90°00'00" WEST, A DISTANCE OF 24.61 FEET; 77) THENCE RUN NORTH 67°31'04" WEST, A DISTANCE OF 28.35 FEET; 78) THENCE RUN NORTH 15°20'00" WEST, A DISTANCE OF 86.48 FEET; 79) THENCE RUN NORTH 51°37'51" WEST, A DISTANCE OF 175.99 FEET; 80) THENCE RUN NORTH 68°44'22" WEST, A DISTANCE OF 99.52 FEET; 81) THENCE RUN NORTH 48°42'41" WEST, A DISTANCE OF 36.34 FEET; 82) THENCE RUN NORTH 17°38'36" WEST, A DISTANCE OF 55.96 FEET; 83) THENCE RUN NORTH 33°24'47" WEST, A DISTANCE OF 56.25 FEET; 84) THENCE RUN NORTH 8°00'29" WEST, A DISTANCE OF 125.66 FEET; 85) THENCE RUN NORTH 50°23'31" EAST, A DISTANCE OF 53.96 FEET; 86) THENCE RUN NORTH 31°03'41" EAST, A DISTANCE OF 38.79 FEET; 87) THENCE RUN NORTH 4°13'34" WEST, A DISTANCE OF 35.96 FEET; 88) THENCE RUN NORTH 13°45'41" WEST, A DISTANCE OF 93.16 FEET; 89) THENCE RUN NORTH 17°25'44" EAST, A DISTANCE OF 80.97 FEET; 90) THENCE RUN NORTH 38°11'30" EAST, A DISTANCE OF 44.67 FEET; 91) THENCE RUN NORTH 4°24'06" WEST, A DISTANCE OF 30.34 FEET; 92) THENCE RUN NORTH 37°12'15" WEST, A DISTANCE OF 28.24 FEET; 93) THENCE RUN NORTH 55°52'16" WEST, A DISTANCE OF 34.28 FEET; 94) THENCE RUN NORTH 43°58'43" WEST, A DISTANCE OF 56.19 FEET; 95) THENCE RUN NORTH 28°06'40" WEST, A DISTANCE OF 63.85 FEET; 96) THENCE RUN NORTH 5°18'49" WEST, A DISTANCE OF 44.55 FEET; 97) THENCE RUN SOUTH 80°20'17" EAST, A DISTANCE OF 40.79 FEET; 98) THENCE RUN NORTH 13°09'59" EAST, A DISTANCE OF 13.56 FEET; 99) THENCE RUN NORTH 10°37'01" WEST, A DISTANCE OF 52.15 FEET; 100) THENCE RUN NORTH 56°34'43" WEST, A DISTANCE OF 18.77 FEET; 101) THENCE RUN NORTH 89°13'20" WEST, A DISTANCE OF 47.61 FEET; 102) THENCE RUN SOUTH 83°21'16" WEST, A DISTANCE OF 55.94 FEET; 103) THENCE RUN NORTH 70°12'27" WEST, A DISTANCE OF 113.37 FEET; 104) THENCE RUN NORTH 34°04'28" WEST, A DISTANCE OF 29.88 FEET; 105) THENCE RUN NORTH 8°24'46" WEST, A DISTANCE OF 53.94 FEET; 106) THENCE RUN NORTH 34°04'34" WEST, A DISTANCE OF 18.52 FEET; 107) THENCE RUN NORTH 88°35'11" WEST, A DISTANCE OF 18.17 FEET; 108) THENCE RUN NORTH 78°16'53" WEST, A DISTANCE OF 80.04 FEET; 109) THENCE RUN NORTH 21°44'28" WEST, A DISTANCE OF 50.54 FEET; 110) THENCE RUN NORTH 9°34'51" EAST, A DISTANCE OF 29.71 FEET; 111) THENCE RUN NORTH 18°55'25" EAST, A DISTANCE OF 50.15 FEET; 112) THENCE RUN NORTH 69°13'53" WEST, A DISTANCE OF 72.04 FEET; 113) THENCE RUN NORTH 46°49'17" WEST, A DISTANCE OF 38.83 FEET; 114) THENCE RUN NORTH 31°09'45" WEST, A DISTANCE OF 99.77 FEET; 115) THENCE RUN NORTH 71°34'38" WEST, A DISTANCE OF 33.47 FEET; 116) THENCE RUN NORTH 8°03'40" EAST, A DISTANCE OF 30.62 FEET; 117) THENCE RUN NORTH 12°18'13" EAST, A DISTANCE OF 33.81 FEET; 118) THENCE RUN NORTH 36°09'16" WEST, A DISTANCE OF 16.52 FEET; 119) THENCE RUN NORTH 18°37'18" WEST, A DISTANCE OF 55.44 FEET; 120) THENCE RUN NORTH 54°19'16" WEST, A DISTANCE OF 34.82 FEET; 121) THENCE RUN SOUTH 46°15'23" WEST, A DISTANCE OF 41.19 FEET; 122) THENCE RUN SOUTH 11°37'08" WEST, A DISTANCE OF 55.42 FEET; 123) THENCE RUN SOUTH 3°52'06" EAST, A DISTANCE OF 46.07 FEET; 124) THENCE RUN SOUTH 66°54'01" WEST, A DISTANCE OF 18.47 FEET; 125) THENCE RUN SOUTH 87°03'02" WEST, A DISTANCE OF 36.13 FEET; 126) THENCE RUN NORTH 50°22'51" WEST, A DISTANCE OF 65.53 FEET; 127) THENCE RUN NORTH 85°21'11" WEST, A DISTANCE OF 42.63 FEET; 128) THENCE RUN NORTH 60°39'35" WEST, A DISTANCE OF 18.66 FEET; 129) THENCE RUN NORTH 21°11'09" EAST, A DISTANCE OF 33.22 FEET; 130) THENCE RUN NORTH 9°46'55" EAST, A DISTANCE OF 34.17 FEET; 131) THENCE RUN NORTH 69°21'47" WEST, A DISTANCE OF 64.50 FEET; 132) THENCE RUN SOUTH 38°44'14" WEST, A DISTANCE OF 49.09 FEET; 133) THENCE RUN SOUTH 69°27'26" WEST, A DISTANCE OF

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48.70 FEET; 134) THENCE RUN NORTH 30°01'39" WEST, A DISTANCE OF 42.40 FEET; 135) THENCE RUN NORTH 19°21'43" EAST, A DISTANCE OF 48.17 FEET; 136) THENCE RUN NORTH 6°11'39" WEST, A DISTANCE OF 112.62 FEET; 137) THENCE RUN NORTH 52°24'28" WEST, A DISTANCE OF 49.31 FEET; 138) THENCE RUN NORTH 70°01'48" WEST, A DISTANCE OF 59.36 FEET; 139) THENCE RUN SOUTH 67°28'48" WEST, A DISTANCE OF 16.16 FEET; 140) THENCE RUN SOUTH 58°35'19" WEST, A DISTANCE OF 23.42 FEET; 141) THENCE RUN SOUTH 34°03'48" WEST, A DISTANCE OF 33.17 FEET; 142) THENCE RUN NORTH 86°36'10" WEST, A DISTANCE OF 29.60 FEET; 143) THENCE RUN NORTH 35°51'24" WEST, A DISTANCE OF 64.94 FEET; 144) THENCE RUN NORTH 49°18'53" WEST, A DISTANCE OF 52.48 FEET; 145) THENCE RUN NORTH 44°28'11" WEST, A DISTANCE OF 129.15 FEET; 146) THENCE RUN NORTH 66°37'19" WEST, A DISTANCE OF 34.82 FEET; 147) THENCE RUN SOUTH 31°55'50" WEST, A DISTANCE OF 30.36 FEET; 148) THENCE RUN SOUTH 12°46'38" WEST, A DISTANCE OF 80.57 FEET; 149) THENCE RUN SOUTH 6°15'31" EAST, A DISTANCE OF 20.76 FEET; 150) THENCE RUN SOUTH 87°21'34" WEST, A DISTANCE OF 18.41 FEET; 151) THENCE RUN NORTH 45°16'08" WEST, A DISTANCE OF 107.98 FEET; 152) THENCE RUN SOUTH 34°34'23" WEST, A DISTANCE OF 35.98 FEET; 153) THENCE RUN SOUTH 66°20'51" WEST, A DISTANCE OF 13.56 FEET; 154) THENCE RUN NORTH 52°17'22" WEST, A DISTANCE OF 48.07 FEET; 155) THENCE RUN NORTH 0°59'57" EAST, A DISTANCE OF 48.03 FEET; 156) THENCE RUN NORTH 24°04'20" EAST, A DISTANCE OF 31.68 FEET; 157) THENCE RUN NORTH 75°07'36" WEST, A DISTANCE OF 39.57 FEET; 158) THENCE RUN SOUTH 73°08'14" WEST, A DISTANCE OF 45.72 FEET; 159) THENCE RUN SOUTH 18°35'37" WEST, A DISTANCE OF 27.55 FEET; 160) THENCE RUN SOUTH 23°10'29" EAST, A DISTANCE OF 33.20 FEET; 161) THENCE RUN SOUTH 29°53'51" WEST, A DISTANCE OF 44.60 FEET; 162) THENCE RUN NORTH 55°46'44" WEST, A DISTANCE OF 86.46 FEET; 163) THENCE RUN NORTH 40°20'49" WEST, A DISTANCE OF 68.17 FEET; 164) THENCE RUN NORTH 78°32'36" WEST, A DISTANCE OF 64.32 FEET; 165) THENCE RUN NORTH 61°34'26" WEST, A DISTANCE OF 103.04 FEET; 166) THENCE RUN NORTH 30°29'54" WEST, A DISTANCE OF 45.35 FEET; 167) THENCE RUN NORTH 73°43'19" WEST, A DISTANCE OF 41.77 FEET; 168) THENCE RUN NORTH 25°01'56" WEST, A DISTANCE OF 47.38 FEET; 169) THENCE RUN NORTH 86°59'21" EAST, A DISTANCE OF 54.49 FEET; 170) THENCE RUN NORTH 1°30'45" WEST, A DISTANCE OF 10.89 FEET; 171) THENCE RUN NORTH 56°50'24" WEST, A DISTANCE OF 64.21 FEET; 172) THENCE RUN NORTH 32°47'53" WEST, A DISTANCE OF 71.38 FEET; 173) THENCE RUN SOUTH 87°47'18" WEST, A DISTANCE OF 53.13 FEET; 174) THENCE RUN NORTH 47°02'29" WEST, A DISTANCE OF 15.42 FEET; 175) THENCE RUN NORTH 21°33'01" WEST, A DISTANCE OF 82.39 FEET; 176) THENCE RUN SOUTH 81°37'44" WEST, A DISTANCE OF 52.43 FEET; 177) THENCE RUN NORTH 63°38'26" WEST, A DISTANCE OF 34.12 FEET; 178) THENCE RUN SOUTH 5°56'39" EAST, A DISTANCE OF 87.83 FEET; 179) THENCE RUN SOUTH 44°09'06" WEST, A DISTANCE OF 32.67 FEET; 180) THENCE RUN SOUTH 77°18'17" WEST, A DISTANCE OF 44.47 FEET; 181) THENCE RUN NORTH 73°07'24" WEST, A DISTANCE OF 61.82 FEET; 182) THENCE RUN SOUTH 81°08'29" WEST, A DISTANCE OF 43.74 FEET; 183) THENCE RUN SOUTH 49°34'23" WEST, A DISTANCE OF 77.22 FEET; 184) THENCE RUN SOUTH 0°58'17" WEST, A DISTANCE OF 29.02 FEET; 185) THENCE RUN SOUTH 63°44'58" WEST, A DISTANCE OF 21.13 FEET; 186) THENCE RUN NORTH 70°40'06" WEST, A DISTANCE OF 24.51 FEET; 187) THENCE RUN NORTH 2°52'50" WEST, A DISTANCE OF 44.07 FEET; 188) THENCE RUN NORTH 67°59'12" WEST, A DISTANCE OF 34.77 FEET; 189) THENCE RUN NORTH 68°18'59" WEST, A DISTANCE OF 65.13 FEET; 190) THENCE RUN NORTH 23°27'16" WEST, A DISTANCE OF 60.38 FEET; 191) THENCE RUN NORTH 45°01'12" WEST, A DISTANCE OF 89.32 FEET; 192) THENCE RUN NORTH 74°08'34" WEST, A DISTANCE OF 57.69 FEET; 193) THENCE RUN SOUTH 85°53'14" WEST, A DISTANCE OF 130.24 FEET; 194) THENCE RUN SOUTH 44°55'32" WEST, A DISTANCE OF 29.32 FEET; 195) THENCE RUN NORTH 75°29'28" WEST, A DISTANCE OF 38.42 FEET; 196) THENCE RUN NORTH 26°58'31" WEST, A DISTANCE OF 30.15 FEET;

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197) THENCE RUN NORTH 87°16'32" WEST, A DISTANCE OF 39.24 FEET; 198) THENCE RUN NORTH 8°36'07" WEST, A DISTANCE OF 32.45 FEET; 199) THENCE RUN NORTH 50°21'16" WEST, A DISTANCE OF 34.96 FEET; 200) THENCE RUN NORTH 68°22'19" WEST, A DISTANCE OF 122.63 FEET; 201) THENCE RUN NORTH 85°27'34" WEST, A DISTANCE OF 55.70 FEET; 202) THENCE RUN NORTH 59°41'38" WEST, A DISTANCE OF 45.15 FEET; 203) THENCE RUN NORTH 76°37'00" WEST, A DISTANCE OF 79.38 FEET; 204) THENCE RUN SOUTH 88°17'05" WEST, A DISTANCE OF 49.10 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/4 OF SAID SECTION 17; THENCE DEPARTING CENTERLINE OF SAID CANAL, RUN NORTH 0°05'18" WEST, ALONG SAID WEST LINE OF THE EAST 1/4 OF SAID SECTION 17, A DISTANCE OF 3708.36 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF COUNTY HIGHWAY NO. 470 PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 18580-2601); THENCE DEPARTING SAID WEST LINE, RUN ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING EIGHT (8) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 89°41'47" EAST, A DISTANCE OF 1299.79 FEET; 2) THENCE RUN SOUTH 00°18'13" WEST, A DISTANCE OF 10.00 FEET; 3) THENCE RUN SOUTH 89°41'47" EAST, A DISTANCE OF 33.60 FEET; 4) THENCE RUN SOUTH 89°47'31" EAST, A DISTANCE OF 166.50 FEET; 5) THENCE RUN NORTH 00°12'29" EAST, A DISTANCE OF 10.00 FEET; 6) THENCE RUN SOUTH 89°47'31" EAST, A DISTANCE OF 2529.50 FEET; 7) THENCE RUN SOUTH 89°52'59" EAST, A DISTANCE OF 2681.14 FEET; 8) THENCE RUN SOUTH 89°43'47" EAST, A DISTANCE OF 5346.05 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 15; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, RUN SOUTH 0°12'36" WEST, ALONG SAID EAST LINE, A DISTANCE OF 2614.82 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 15; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 0°13'06" WEST, ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 15, A DISTANCE OF 2666.80 FEET TO THE NORTHEAST CORNER OF SAID SECTION 22; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 0°13'06" WEST, ALONG THE EAST LINE OF SECTION 22, A DISTANCE OF 5333.60 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 22; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 0°26'14" WEST, ALONG THE EAST LINE OF SAID SECTION 27, A DISTANCE OF 5332.96 FEET TO THE NORTHWEST CORNER OF SAID SECTION 35; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°55'27" EAST, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 35, A DISTANCE OF 2697.18 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION 35; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 89°50'13" EAST, ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 35, A DISTANCE OF 2687.68 FEET TO THE NORTHWEST CORNER OF SAID SECTION 36; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 0°31'38" EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 36, A DISTANCE OF 1331.64 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 36; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°32'46" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 36, A DISTANCE OF 1329.34 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 36; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 0°27'24" EAST, ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 36, A DISTANCE OF 1329.37 FEET TO THE NORTHEAST CORNER OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 36; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 0°27'24" EAST, ALONG THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 36, A DISTANCE OF 2659.72 FEET TO THE SOUTHEAST CORNER OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 36; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°47'43" WEST, ALONG THE SOUTH LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 36, A DISTANCE OF 1324.33 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 35; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 89°54'19" WEST,

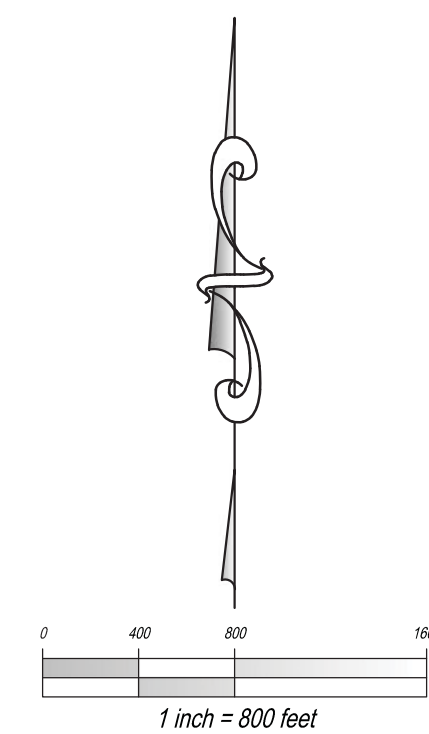
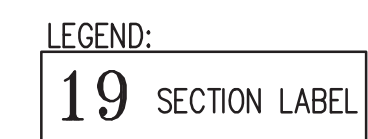
**CHAPTER 163 COMPREHENSIVE PLAN – AREA B
AMENDED AND RESTATED**

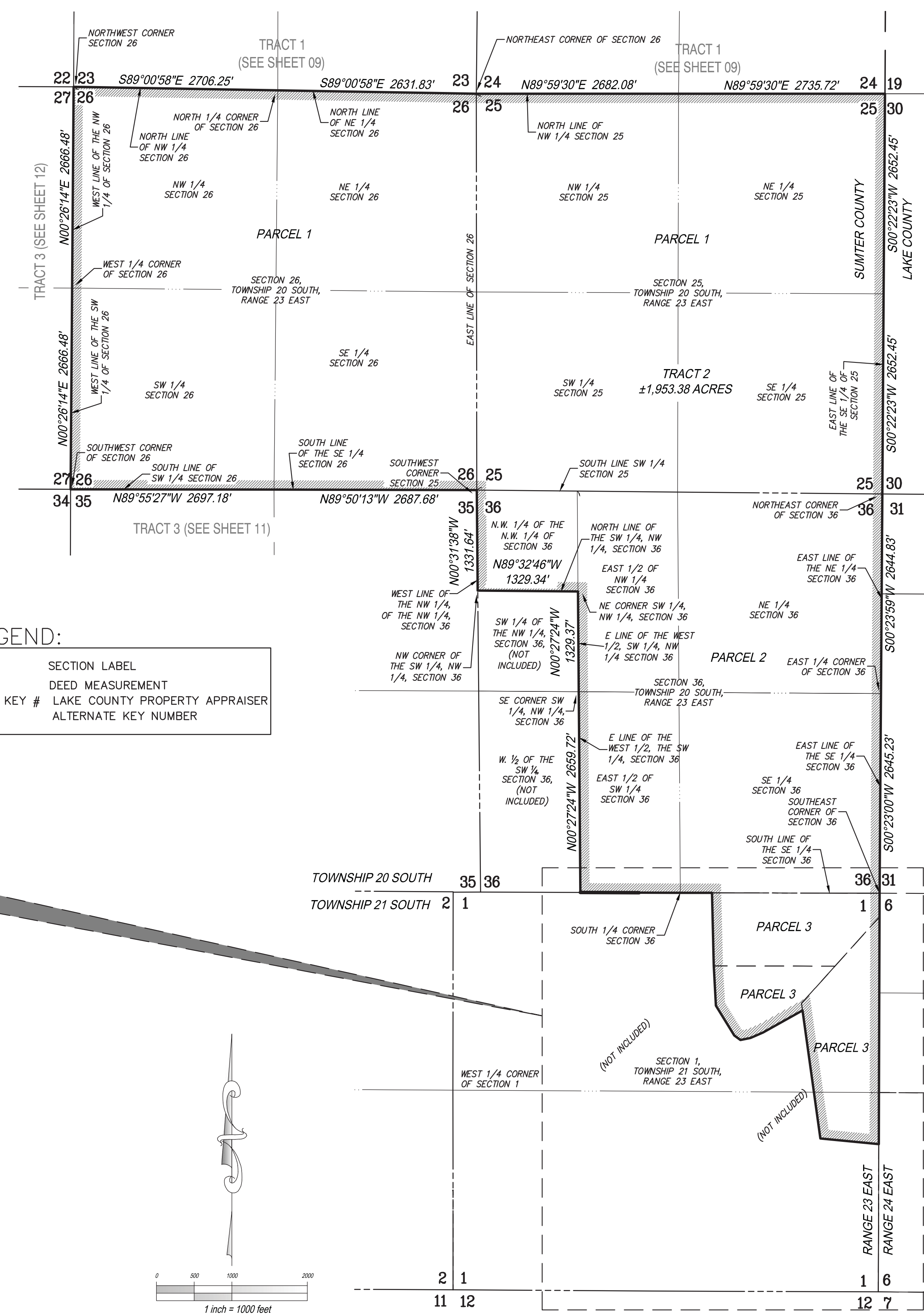
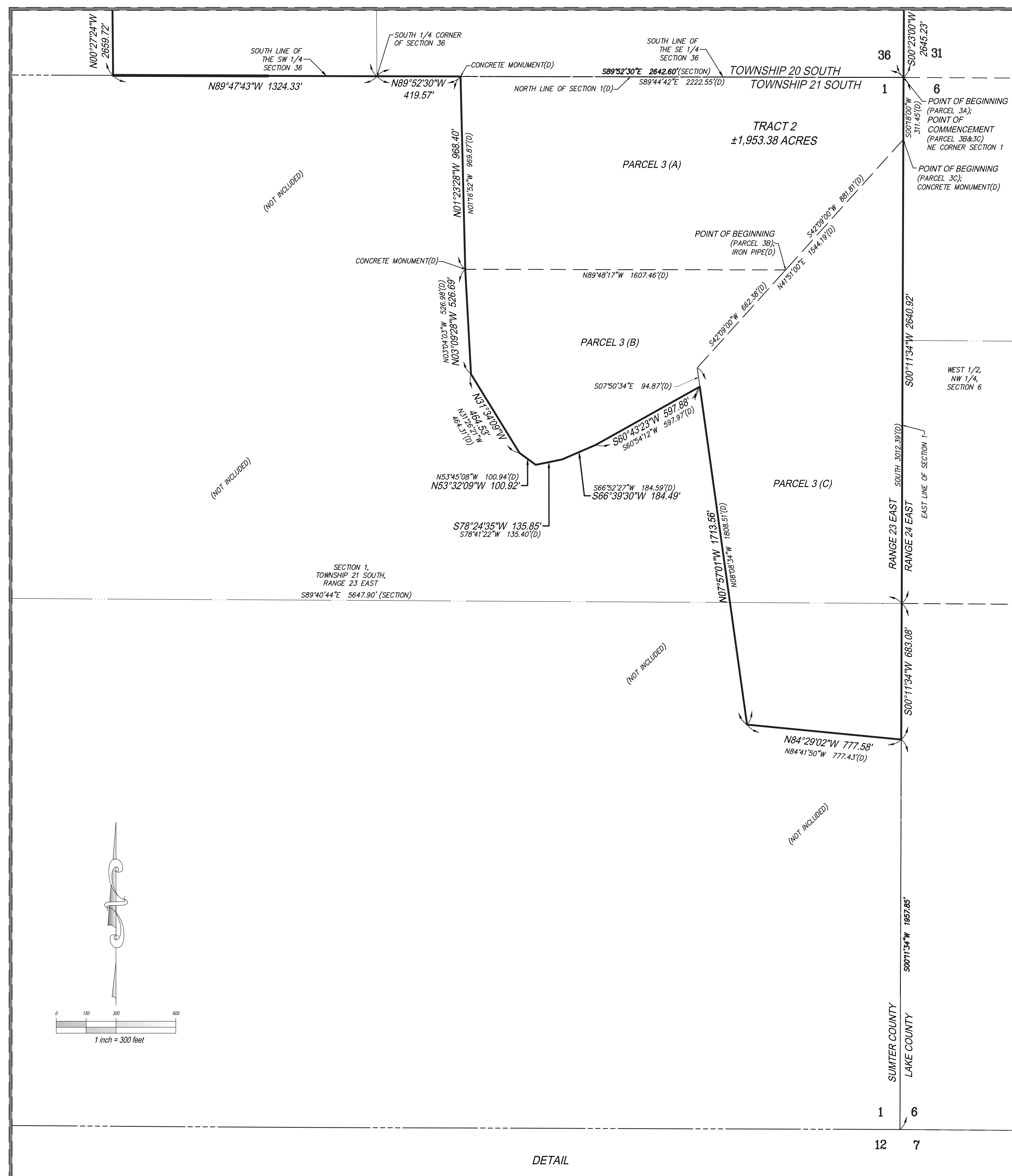
ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 35, A DISTANCE OF 362.88 FEET TO THE POINT OF BEGINNING.

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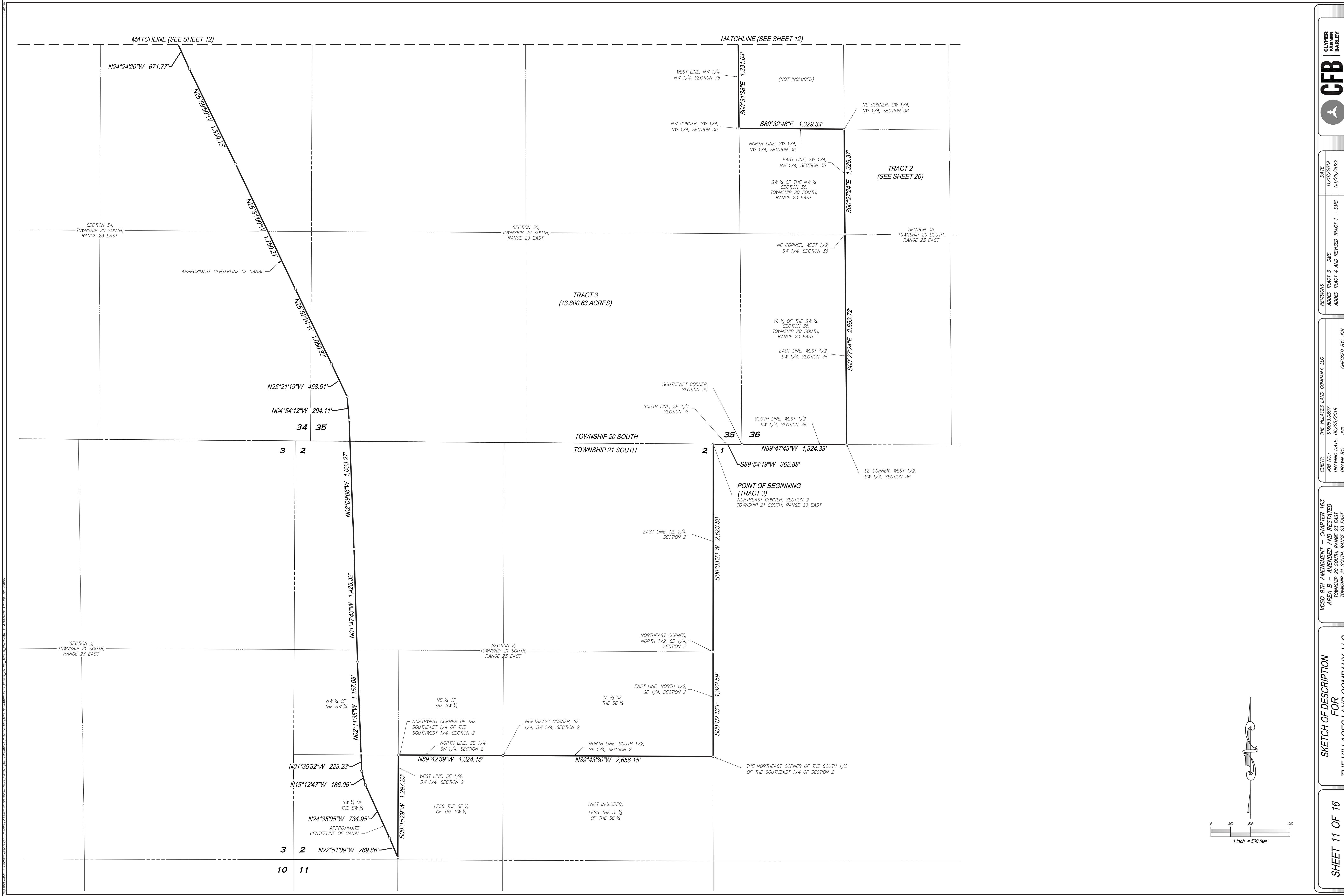
THAT PORTION OF COUNTY ROAD NO. 470 RIGHT-OF-WAY (A 100 FOOT WIDE PUBLIC RIGHT-OF-WAY PER STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 18580-2601) LYING IN SECTIONS 10, 11, 12, 13, 14, AND 15, TOWNSHIP 20 SOUTH, RANGE 23 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 12; THENCE RUN NORTH 00°08'05" EAST, ALONG THE EAST LINE OF SAID SECTION 12, A DISTANCE OF 50.01 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 470; THENCE DEPARTING SAID EAST LINE, RUN NORTH 88°54'07" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 2172.34 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, RUN SOUTH 01°07'49" EAST, A DISTANCE OF 100.08 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 470; THENCE RUN ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) THENCE RUN NORTH 88°54'07" WEST, A DISTANCE OF 3226.94 FEET; 2) THENCE RUN NORTH 89°27'00" WEST, A DISTANCE OF 5370.13 FEET; 3) THENCE RUN NORTH 89°43'47" WEST, A DISTANCE OF 1615.44 FEET TO A POINT ON THE PROPOSED SOUTHEASTERLY RIGHT-OF-WAY LINE OF CENTRAL PARKWAY (A 100 FOOT WIDE PROPOSED RIGHT-OF-WAY), SAID POINT BEING A POINT ON A 2823.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 45°35'20" EAST AND A CHORD LENGTH OF 142.22 FEET; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, RUN NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°53'12", AN ARC DISTANCE OF 142.23 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 470; THENCE DEPARTING SAID PROPOSED SOUTHEASTERLY RIGHT-OF-WAY LINE, RUN ALONG SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 89°43'47" EAST, A DISTANCE OF 1514.39 FEET; 2) THENCE RUN SOUTH 89°27'00" EAST, A DISTANCE OF 5371.03 FEET; 3) THENCE RUN SOUTH 88°54'07" EAST, A DISTANCE OF 3223.53 FEET TO THE POINT OF BEGINNING.





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(D)	DEED MEASUREMENT
ALT KEY #	LAKE COUNTY PROPERTY APPRAISER ALTERNATE KEY NUMBER



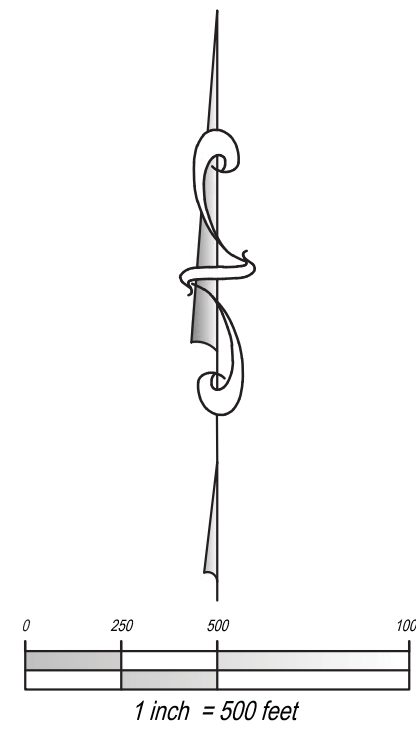
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ADDED TRACT 4 AND REVISED TRACT 1 - DMS	03/29/2022

CLIENT: THE VILLAGES LAND COMPANY, LLC	CHECKED BY: JPH
JOB NO.: 516063.0897	DRAWN BY: JPH
DRAWING DATE: 06/25/2019	

YOSO 9TH AMENDMENT - CHAPTER 163
AREA B - AMENDED AND RESTATED
TOWNSHIP 20 SOUTH, RANGE 23 EAST
TOWNSHIP 21 SOUTH, RANGE 23 EAST
SUITE COUNTY, FLORIDA COUNTY, FLORIDA

SKETCH OF DESCRIPTION
FOR
THE VILLAGES LAND COMPANY, LLC

SHEET 11 OF 16



DATE: 11/18/2019 11:18:20 AM BY: JHB
JOB NO.: 516063.0897
DRAWING DATE: 06/25/2019
DRAWN BY: JHB
CHECKED BY: JHB
REVISIONS
ADDED TRACT 3 - DMS
ADDED TRACT 4 AND REVISED TRACT 1 - DMS
DATE: 03/29/2022
BY: JHB

MATCHLINE (SEE SHEET 15)

MATCHLINE (SEE SHEET 13)

APPROXIMATE CENTERLINE OF CANAL
SEE DETAIL ON SHEET 14

MATCHLINE "B" (SEE
DETAIL ON SHEET 14)

SEE DETAIL ON SHEET 14

PID#K21-001

MATCHLINE "A" (SEE
DETAIL ON SHEET 14)

N89°03'48"W 410.32'

APPROXIMATE CENTERLINE OF CANAL

N64°00'12"W 129.11'

N25°15'06"W 161.04'

N12°54'52"W 954.44'

N12°51'05"W 924.25'

N12°40'25"W 726.83'

N19°29'28"W 398.97'

N25°51'42"W 726.06'

N25°28'52"W 968.13'

APPROXIMATE CENTERLINE OF CANAL

N25°33'45"W 819.48'

N26°14'58"W 1,083.72'

N26°01'44"W 906.86'

N26°08'34"W 799.74'

N24°24'20"W 671.77'

MATCHLINE (SEE SHEET 11)

SE CORNER OF SECTION 22

EAST LINE OF SECTION 27

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S00°26'14"W 5,332.96'

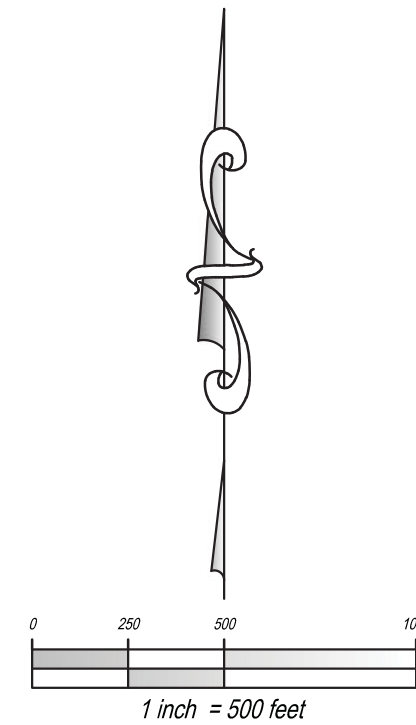
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(SEE SHEET 19)

TRACT 3
(±3,800.63 ACRES)

TRACT 2
(SEE SHEET 20)

LEGEND:

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ORB = OFFICIAL RECORDS BOOK
PG = PAGE
○ = CHANGE IN DIRECTION
— = LINE BREAK
36 = SECTION NUMBER
PID = PARCEL IDENTIFICATION NUMBER



SKETCH OF DESCRIPTION
FOR
THE VILLAGES LAND COMPANY, LLC

SHEET 12 OF 16

VOSS 9TH AMENDMENT - CHAPTER 163
AREA B - AMENDED AND RESTATED
TOWNSHIP 20 SOUTH, RANGE 23 EAST
TOWNSHIP 21 SOUTH, RANGE 23 EAST
SUMTER COUNTY, FLORIDA

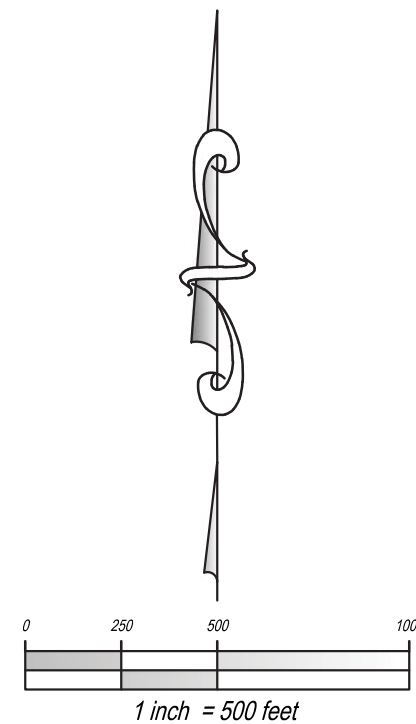
CFB
CLYMER
BARLEY
1001 N. 10TH AVE., SUITE 100
TAMPA, FL 33606

DATE: 11/18/2019
ADDED TRACT 3 - DMS
ADDED TRACT 4 AND REVISED TRACT 1 - DMS
DATE: 03/29/2022

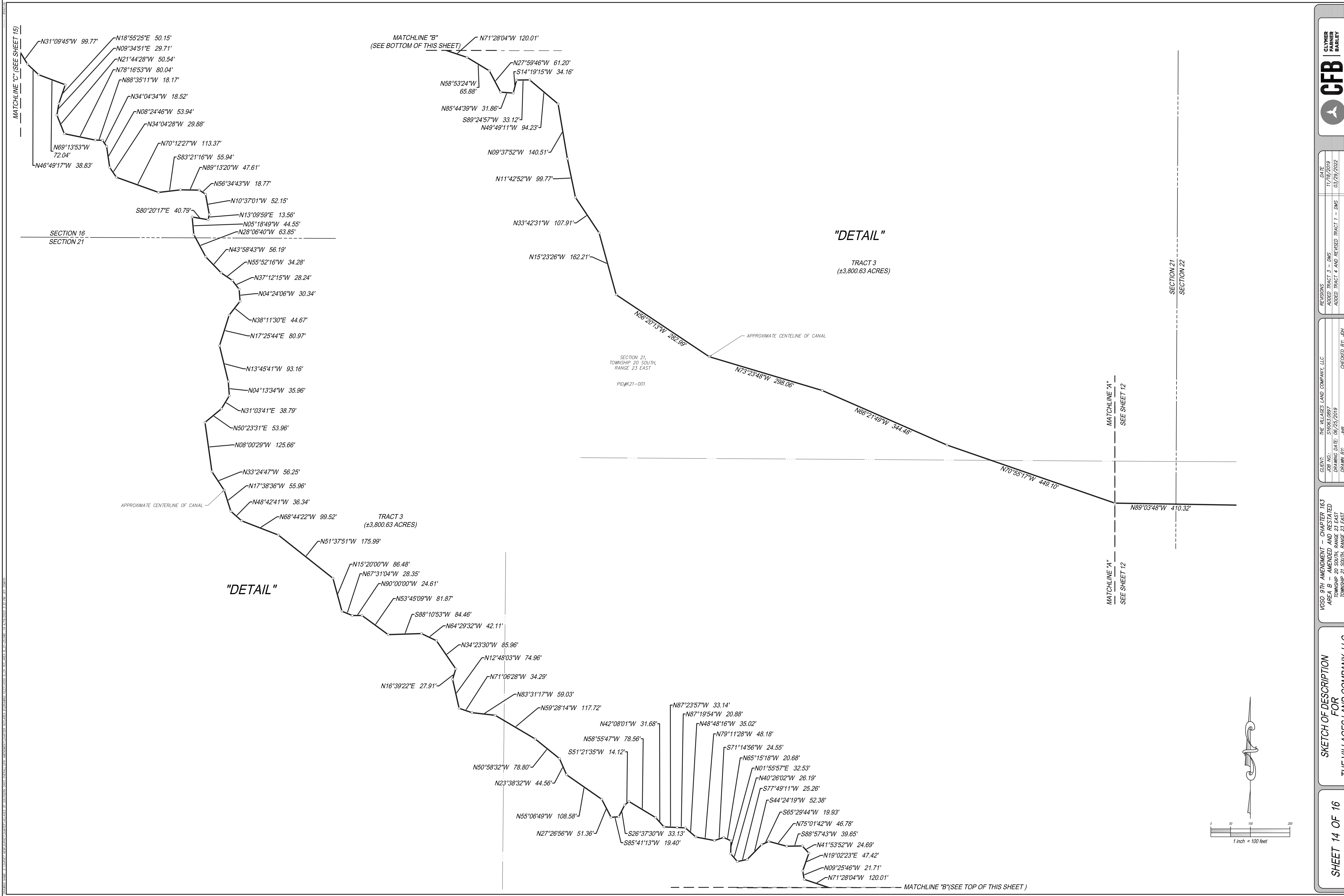
CLIENT: THE VILLAGES LAND COMPANY, LLC
JOB NO.: 516063.0897
DRAWING DATE: 06/25/2019
DRAWN BY: JHB
CHECKED BY: JHB

DATE: 03/29/2022
BY: JHB

LB = LICENSED BUSINESS
ORB = OFFICIAL RECORDS BOOK
PG = PAGE
○ = CHANGE IN DIRECTION
— = LINE BREAK
36 = SECTION NUMBER
PID = PARCEL IDENTIFICATION NUMBER



SHEET 13 OF 16



DATE: 11/18/2019 11:18:29 AM BY: JHB

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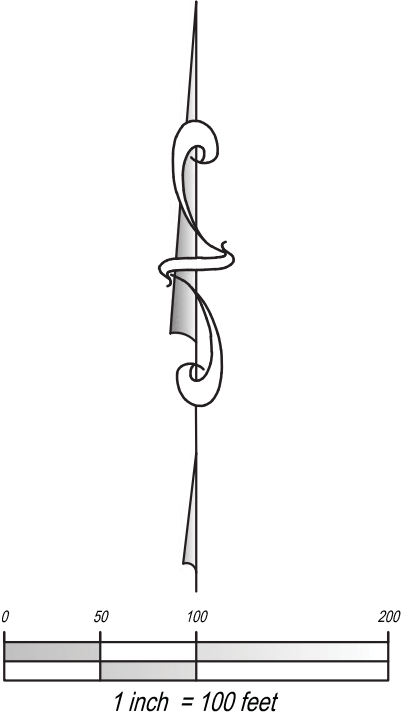
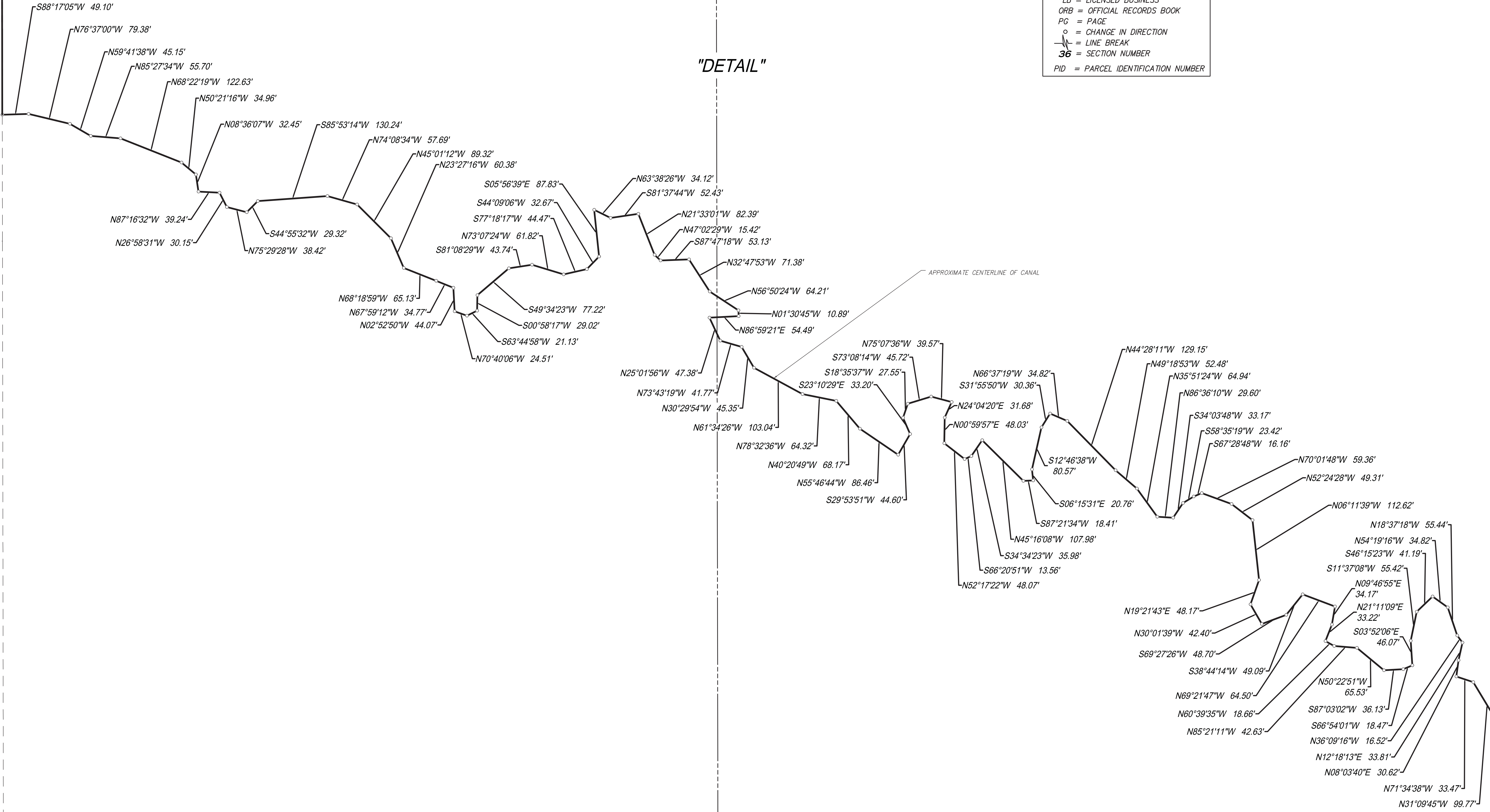
SECTION 17
SECTION 16

"DETAIL"

TRACT 3
(±3,800.63 ACRES)

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- = LINE BREAK
- 36 = SECTION NUMBER
- PID = PARCEL IDENTIFICATION NUMBER



SKETCH OF DESCRIPTION
FOR
THE VILLAGES LAND COMPANY, LLC

SHEET 15 OF 16

VOSO 9TH AMENDMENT - CHAPTER 163
AREA B - AMENDED AND RESTATED
TOWNSHIP 20 SOUTH, RANGE 23 EAST
TOWNSHIP 21 SOUTH, RANGE 23 EAST
SUMTER COUNTY, FLORIDA

CLIENT: THE VILLAGES LAND COMPANY, LLC
JOB NO.: 516063.0897
DRAWING DATE: 06/25/2019
DRAWN BY: JHB

CHECKED BY: JHB

REVISIONS

DATE	DESCRIPTION
11/18/2019	ADDED TRACT 3 - DMS
03/29/2022	ADDED TRACT 4 AND REVISED TRACT 1 - DMS



EXHIBIT 2

LAND USE CONVERSION MATRIX



October 30, 2020

Mr. Martin L. Dzuro
The Villages Land Company, LLC
3619 Kiessel Road
The Villages, Florida 32163

**RE: *The Villages of Southern Oaks*
*Updated Land Use Conversion Table - Revised October 2020***

Dear Martin:

Enclosed with this letter is a revised land use conversion (LUC) table for future use to allow conversion between land uses in The Villages of Southern Oaks development with neutral net trip impact. The revised table has been updated to reflect several new land uses, including those for non-age restricted residential houses and apartments.

The LUC table is based on average PM peak hour trip generation rates in the Institute of Transportation Engineers (ITE) *Trip Generation Manual, 10th Edition*. The table is consistent with previously provided LUC tables for developments within The Villages to allow flexibility in the future as market conditions change.

Below are two example calculations using the LUC table to help understand its application.

If the developer would like to develop 200 non-age restricted single-family dwelling units, for example, the developer would need to reduce the number of Villages single-family dwelling units by 565 to remain trip neutral (using the calculation of 1 non-age restricted single-family dwelling unit is equivalent to 0.354 Villages single-family dwelling units, $200 / 0.354 = 564.97$, or 565 dwelling units). The conversion would result in equivalent roadway impacts based on the most recent analysis for The Villages of Southern Oaks.

If the developer would like to develop 150 non-age restricted single-family dwelling units, for example, the developer would need to reduce the commercial square footage by 38,981 to remain trip neutral (using the calculation of 1,000 square feet of retail is equal to 3.848 non-age restricted single family dwelling units, $150 / 3.848 = 38.981$ ksf, or 38,981 square feet). The conversion would result in equivalent roadway impacts based on the most recent analysis for The Villages of Southern Oaks.

If you have any questions regarding this table or additional calculations, please feel free to contact me.

Sincerely,

Richard R. Barr, AICP
Senior Vice President

Attachment: Land Use Conversion Table, Revised October 2020

Land Use Conversion Table The Villages of West Lake Revised October 2020																						
Land Use Conversion			TO:																	ITE Trip Generation Manual 10 th Edition PM Peak Hour Trip Generation		
			Villages Single-Family Residential	Villages Multi-Family Residential	Community Support District - Single Family	Community Support District - Multi-Family (1-2 stories)	Community Support District - Multi-Family (3+ stories)	Congregate Care / Independent Living Facility	Assisted Living Facility	Nursing Home / Skilled Nursing Facility	Hospital	Medical Office	Research & Development Center	Educational (University / College)	General Office	Commercial / Retail	Hotel	Light Industrial	Government Office			
		Units	DU	DU	DU	DU	DU	DU	Beds	Beds	Beds	KSF	KSF	Students	KSF	KSF	Rooms	KSF	KSF	Land use	ITE Code	Trip Generation Rate
FROM:	Villages Single-Family Residential	DU	1.000	1.750	0.285	0.500	0.636	1.944	1.346	1.591	0.185	0.101	0.714	2.333	0.304	0.092	0.583	0.556	0.205	Villages Single-Family Residential ¹	N/A	T= 0.35 *(X), X is # of Dwelling Units
	Villages Multi-Family Residential	DU	0.571	1.000	0.163	0.286	0.364	1.111	0.769	0.909	0.106	0.058	0.408	1.333	0.174	0.052	0.333	0.317	0.117	Villages Multi-Family Residential ¹	N/A	T= 0.20 *(X), X is # of Dwelling Units
	Community Support District - Single Family	DU	3.514	6.150	1.000	1.757	2.236	6.833	4.731	5.591	0.651	0.355	2.510	8.200	1.070	0.323	2.050	1.952	0.719	Community Support District - Single Family ²	N/A	T= 1.23 *(X), X is # of Dwelling Units
	Community Support District - Multi-Family (1-2 stories)	DU	2.000	3.500	0.569	1.000	1.273	3.889	2.692	3.182	0.370	0.202	1.429	4.667	0.609	0.184	1.167	1.111	0.409	Community Support District - Multi-Family (1-2 stories) ²	N/A	T= 0.70 *(X), X is # of Dwelling Units
	Community Support District - Multi-Family (3+ stories)	DU	1.571	2.750	0.447	0.786	1.000	3.056	2.115	2.500	0.291	0.159	1.122	3.667	0.478	0.144	0.917	0.873	0.322	Community Support District - Multi-Family (3+ stories) ²	N/A	T= 0.55 *(X), X is # of Dwelling Units
	Congregate Care / Independent Living Facility	DU	0.514	0.900	0.146	0.257	0.327	1.000	0.692	0.818	0.095	0.052	0.367	1.200	0.157	0.047	0.300	0.286	0.105	Congregate Care / Independent Living Facility	253	T= 0.18 *(X), X is # of Dwelling Units
	Assisted Living Facility	Beds	0.743	1.300	0.211	0.371	0.473	1.444	1.000	1.182	0.138	0.075	0.531	1.733	0.226	0.068	0.433	0.413	0.152	Assisted Living Facility	254	T= 0.26 *(X), X is # of Beds
	Nursing Home / Skilled Nursing Facility	Beds	0.629	1.100	0.179	0.314	0.400	1.222	0.846	1.000	0.116	0.064	0.449	1.467	0.191	0.058	0.367	0.349	0.129	Nursing Home / Skilled Nursing Facility	620	T= 0.22 *(X), X is # of Beds
	Hospital	Beds	5.400	9.450	1.537	2.700	3.436	10.500	7.269	8.591	1.000	0.546	3.857	12.600	1.643	0.496	3.150	3.000	1.105	Hospital	610	T= 1.89 *(X), X is # of Beds
	Medical Office	KSF	9.886	17.300	2.813	4.943	6.291	19.222	13.308	15.727	1.831	1.000	7.061	23.067	3.009	0.908	5.767	5.492	2.023	Medical Office	720	T= 3.46 *(X), X is 1,000 Square Feet
	Research & Development Center	KSF	1.400	2.450	0.398	0.700	0.891	2.722	1.885	2.227	0.259	0.142	1.000	3.267	0.426	0.129	0.817	0.778	0.287	Research & Development Center	760	T= 0.49 *(X), X is 1,000 Square Feet
	Educational (University / College)	Students	0.429	0.750	0.122	0.214	0.273	0.833	0.577	0.682	0.079	0.043	0.306	1.000	0.130	0.039	0.250	0.238	0.088	Educational (University / College)	550	T= 0.15 *(X), X is # of Students
	General Office	KSF	3.286	5.750	0.935	1.643	2.091	6.389	4.423	5.227	0.608	0.332	2.347	7.667	1.000	0.302	1.917	1.825	0.673	General Office	710	T= 1.15 *(X), X is 1,000 Square Feet
	Commercial / Retail	KSF	10.886	19.050	3.098	5.443	6.927	21.167	14.654	17.318	2.016	1.101	7.776	25.400	3.313	1.000	6.350	6.048	2.228	Commercial / Retail	820	T= 3.81 *(X), X is 1,000 Square Feet
	Hotel	Rooms	1.714	3.000	0.488	0.857	1.091	3.333	2.308	2.727	0.317	0.173	1.224	4.000	0.522	0.157	1.000	0.952	0.351	Hotel	310	T= 0.60 *(X), X is # of Rooms
	Light Industrial	KSF	1.800	3.150	0.512	0.900	1.145	3.500	2.423	2.864	0.333	0.182	1.286	4.200	0.548	0.165	1.050	1.000	0.368	Light Industrial	110	T= 0.63 *(X), X is 1,000 Square Feet
	Government Office	KSF	4.886	8.550	1.390	2.443	3.109	9.500	6.577	7.773	0.905	0.494	3.490	11.400	1.487	0.449	2.850	2.714	1.000	Government Office	730	T= 1.71 *(X), X is 1,000 Square Feet

¹ Source: Villages O-D Survey

² The Villages Community Support District (CSD) Adjusted Rate

EXHIBIT 3

AREA B LOCATION MAP

Document Path: A:\GIS\01 PROJECTS\300 ENTITLEMENTS\00 VOSO\009 VOSO 9TH AMENDMENT\04 CHAPTER 163\02 MXD\VOSO9_CH163_MapAreaB.mxd

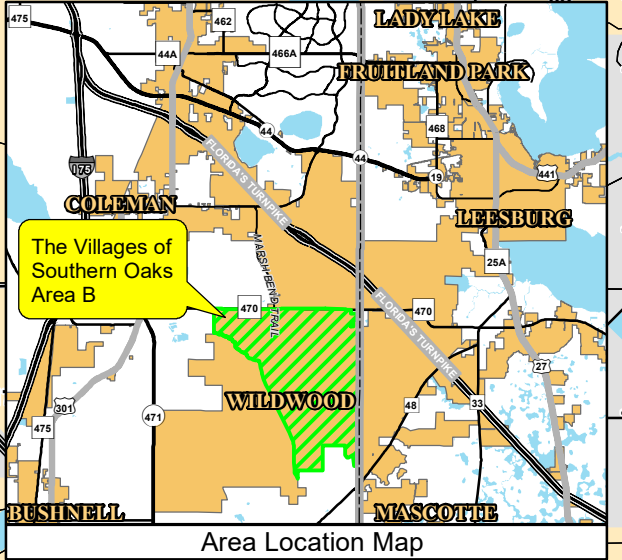
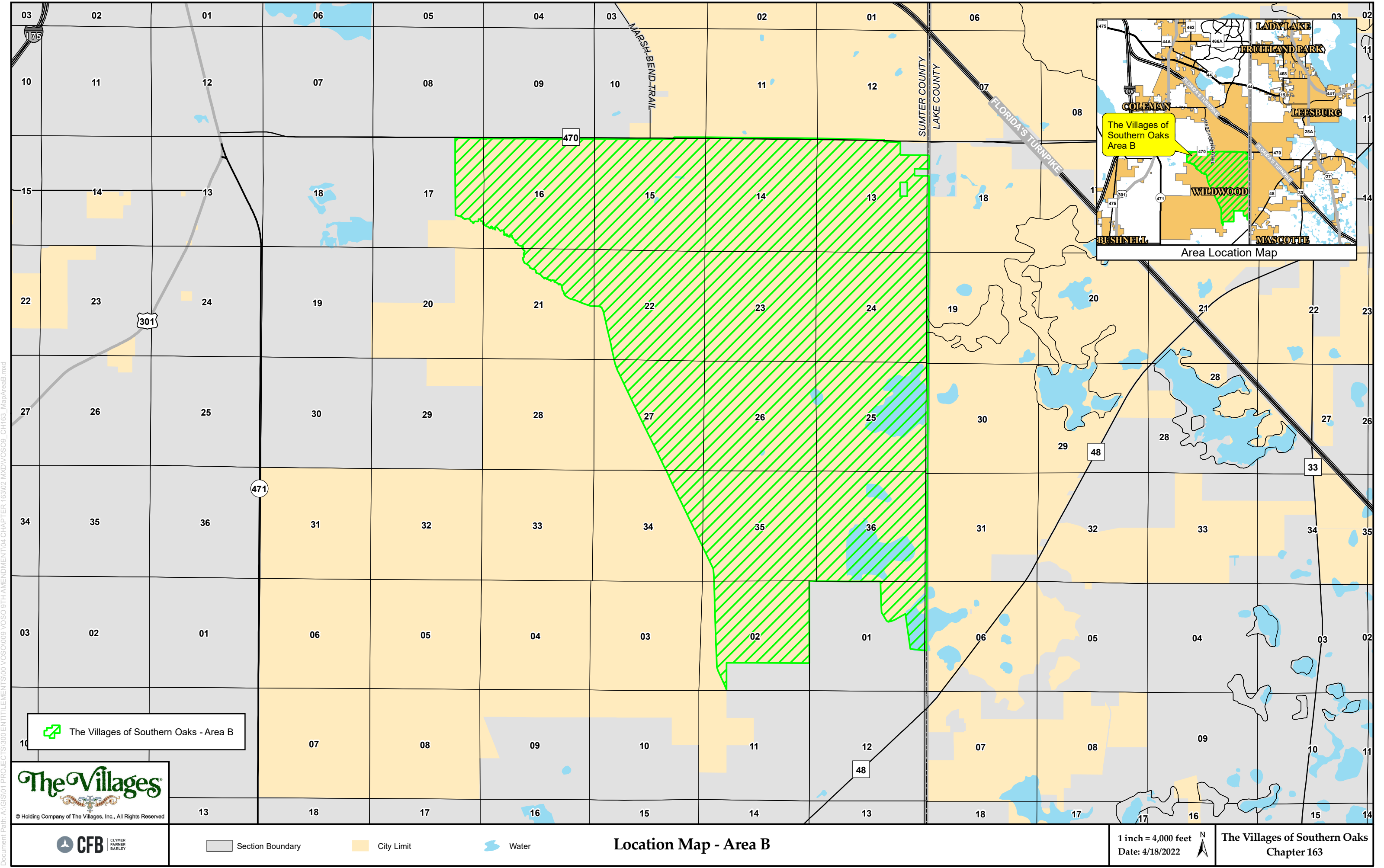


EXHIBIT 4

PERMITTED USES

PERMITTED USES IN VILLAGES OF SOUTHERN OAKS

1. PURSUANT TO FUTURE LAND USE POLICY 1.5.2:

- a. RESIDENTIAL – SINGLE FAMILY DETACHED, SINGLE FAMILY ATTACHED AND MULTI-FAMILY
- b. NON-RESIDENTIAL – COMMERCIAL, OFFICE (GENERAL AND MEDICAL), ASSISTED LIVING FACILITY, INDEPENDENT LIVING FACILITY, MEMORY CARE, HOSPICE, CCRC, SKILLED NURSING FACILITY, HOTEL, HOSPITAL, RECREATION, GOLF COURSE, GOVERNMENT, INSTITUTIONAL, CIVIC, WASTEWATER AND WATER TREATMENT PLANTS, WELL SITES AND OTHER SIMILAR USES.

2. PURSUANT TO FUTURE LAND USE ELEMENT POLICY 1.5.3:

- a. RESIDENTIAL (AGE RESTRICTED AND NON-AGE RESTRICTED)
- b. COMMERCIAL INCLUDING BUT NOT LIMITED TO RETAIL, OFFICE, HOTEL, CONVENTION/PERFORMING ARTS CENTER AND THEATER, ASSISTED LIVING FACILITY, SKILLED NURSING FACILITY, MEMORY CARE FACILITY
- c. INSTITUTIONAL/EDUCATIONAL/GOVERNMENTAL INCLUDING BUT NOT LIMITED TO COMMUNITY FACILITIES, RECREATION, GOLF COURSE AND MULTI-USE TRAILS
- d. MEDICAL CAMPUS INCLUDING BUT NOT LIMITED TO HOSPITAL, CLINIC, PROFESSIONAL OFFICES, PHARMACY, ASSISTED LIVING FACILITY/SKILLED NURSING FACILITY, HOSPICE AND CCRC FACILITIES

3. PURSUANT TO FUTURE LAND USE ELEMENT POLICY 1.5.5:

- a. RESIDENTIAL (AGE RESTRICTED AND NON-AGE RESTRICTED), OFFICE, COMMERCIAL/RETAIL, HOTEL, MEDICAL, RESEARCH AND DEVELOPMENT, LIGHT INDUSTRIAL, INSTITUTIONAL, EDUCATION, RECREATION, URBAN AGRICULTURE, RECREATIONAL VEHICLE DEVELOPMENT AND OTHER SIMILAR USES AS WELL AS SUPPORTING INFRASTRUCTURE (E.G. ROADS, WATER, SEWER, ETC.)
- b. AGRICULTURAL USES PERMITTED IN THE CITY'S AGRICULTURAL LAND USE AND ZONING. PERMITTED USES MAY INCLUDE BUT ARE NOT LIMITED TO SILVACULTURAL, FARMING AND ANIMAL HUSBANDRY.
- c. MINING (SEE SECTION III(A)3) CONTAINED WITHIN THIS AGREEMENT).

4. TABLE 3-6 OF THE CITY OF WILDWOOD LAND DEVELOPMENT REGULATIONS WHICH LISTS THE PERMITTED USES AND THOSE ALLOWED BY SPECIAL EXCEPTION ONLY (SEE ATTACHED TABLE).

5. TOWERS AND WIRELESS COMMUNICATION SERVICES (SEE SECTION III.(A)4. CONTAINED WITHIN THIS AGREEMENT).

EXHIBIT 5

RESERVED

EXHIBIT 6

KIMLEY-HORN & ASSOCIATES TRAFFIC ANALYSIS



TRAFFIC IMPACT ANALYSIS

Sixth Amendment to The Villages of Southern Oaks

CITY OF WILDWOOD
CHAPTER 163 DEVELOPMENT AGREEMENT ANALYSIS

Prepared for:

The Villages Land Company, LLC

DECEMBER 2019

Prepared by:

Kimley»Horn

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Cumulative Approved Future Land Use	1
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Appendix B: TIA for The Villages of Southern Oaks Sixth Comprehensive Plan Amendment (CPA)	
Appendix C: 2005 Origin-Destination Survey	
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INTRODUCTION

This Traffic Impact Analysis (TIA) is in support of The Villages of Southern Oaks Chapter 163 Development Agreement in the City of Wildwood, Florida. The agreement is to support the Comprehensive Plan Amendment (CPA) for the Sixth Amendment development areas designated as Age-Restricted Development (ARD), which limits the land use to an age-restricted community like The Villages.

The ARD designation will allow for a mix of land uses including residential units, commercial/retail land uses, and office/government land uses. This new development is a continuation of the existing Villages community, which is age-restricted and uniquely characterized by mixed land uses, an abundance of on-site amenities and social/recreational opportunities, and superior travel connectivity for various travel modes throughout the community.

This analysis will forecast traffic impacts for The Villages of Southern Oaks buildout (future total) conditions in Year 2040. **Figure 1** depicts the project location of the Sixth Amendment development areas, along with the previously approved Villages of Southern Oaks areas, and the assumed future (2040) roadway network which includes planned roadways adopted in the Regionally Significant Road Construction Agreement between Sumter County and The Villages Companies. The Regionally Significant Road Construction Agreement dated July 10, 2018, is included in **Appendix A**.

The TIA provided herein is based upon the same procedures established in the approved methodology for the previous Villages of Southern Oaks TIAs. Additionally, the most recent TIA guidelines published by Sumter County and by the City of Wildwood were referenced in developing the TIA, and the methodology used is consistent with previous TIAs conducted for The Villages developments.

Land Uses

Cumulative Approved Future Land Use

A transportation analysis for The Villages of Southern Oaks Sixth Amendment CPA, dated November 7, 2019, was submitted to the City of Wildwood and is included in **Appendix B**. It documents the cumulative allowable land uses for The Villages of Southern Oaks (including the Sixth Amendment development area), as follows:

- 60,449 residential dwelling units
- 1,529,000 square feet of office/governmental use
- 12,278,000 square feet of commercial use

This maximum proposed CPA land use is consistent with the proposed land uses for The Villages of Southern Oaks Chapter 163 Development Agreement areas to be developed by Year 2040.

Development Agreement Land Uses

Due to the size and evolution of development plans for The Villages of Southern Oaks, portions of the development areas have been divided into areas, with each area having a separate Chapter 163 Development Agreement with the City. These development agreement areas are displayed on **Figure 1**. Land uses planned for each of the Villages of Southern Oaks development agreement areas (A, B, and C) are organized as follows:

Area A:

- 25,845 residential dwelling units
- 32,000 square feet of office/governmental use
- 2,504,000 square feet of commercial use

Area B:

- 18,413 residential dwelling units
- 110,000 square feet of office/governmental use
- 2,315,000 square feet of commercial use

Area C:

- 16,191 residential dwelling units
- 80,000 square feet of office/governmental use
- 2,959,000 square feet of commercial use

Cumulatively, the following land uses are being planned for The Villages of Southern Oaks by Year 2040 and were analyzed within this TIA:

- 60,449 residential dwelling units
- 222,000 square feet of office/governmental use
- 7,778,000 square feet of commercial use

Analysis Overview

The purpose of this TIA is to provide an assessment for existing traffic conditions and to project and analyze potential traffic impacts for the Year 2040 buildout.

Aligned with this purpose, weekday PM peak hour traffic conditions were evaluated for conditions in existing, future background (no-build, 2040), and future total (build, 2040) scenarios. The assumptions for each scenario are outlined in the corresponding section.

The Central Florida Regional Planning Model (CFRPMv6), version 6.1, in the Florida Standard Urban Transportation Model Structure (FSUTMS), has been utilized in the analysis. This model is the standard transportation model developed and maintained by the Florida Department of Transportation (FDOT), District Five for Sumter County, Lake County, and adjacent counties in Central Florida. The model contains the most up-to-date network and zonal data outside The Villages of Southern Oaks development area and detailed traffic analysis zone (TAZ) information pertinent to the development areas within the community. Further details of the use of the CFRPM and adjustments made will be discussed later in this analysis.

Residential origin-destination (O-D) surveys for The Villages have been previously conducted. At that time, the methodology and survey forms used were reviewed by local agencies and approved for application in future analyses of The Villages developments. The results of the O-D surveys provided data related to travel characteristics of trips being made by The Villages residents. Residential survey results used in this TIA will be discussed further in appropriate sections of this report. An executive summary of the residential O-D survey analysis results is included in **Appendix C**.

Additionally, a non-residential O-D survey for The Villages was previously conducted. At that time, the methodology was reviewed by FDOT District Five. The results of this survey provided data related to trip characteristics for trips originating from or destined to retail and office uses in The Villages. An executive summary of the non-residential O-D survey analysis results is included in **Appendix D**.

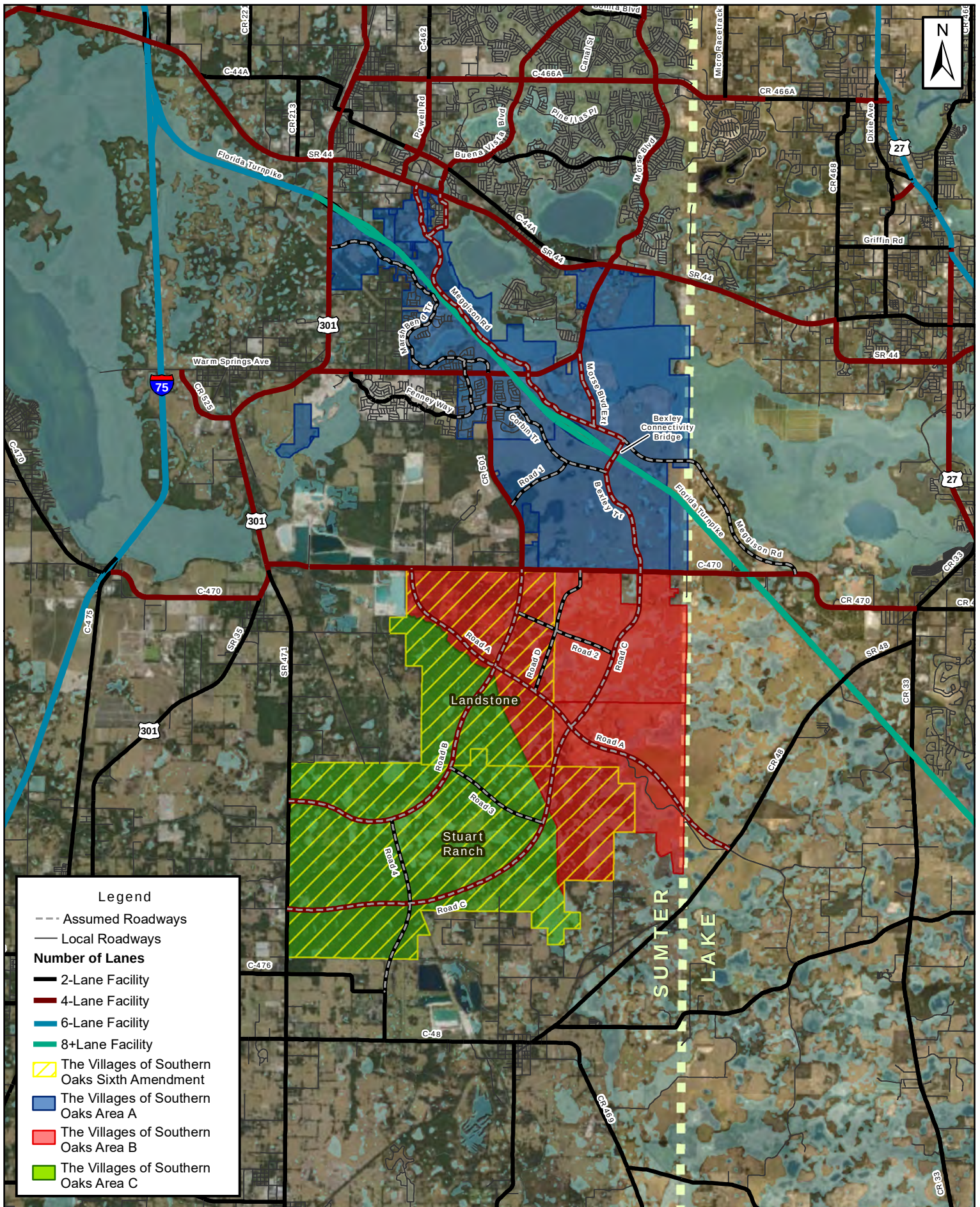


FIGURE 1: PROJECT LOCATION & 2040 ASSUMED NETWORK

EXISTING CONDITIONS

The Villages of Southern Oaks development areas are adjacent to SR 48, CR 468, SR 44, US 301, CR 501, C-470, and SR 471 in Sumter County. Other nearby facilities include Interstate 75 and Florida Turnpike.

Table 1 presents existing roadway network conditions with assumed capacity improvements, including roadway characteristics and the most recently available traffic counts from the FDOT and Sumter County for study area roadway segments. An analysis of existing roadway segments within The Villages of Southern Oaks study area is provided by comparing existing PM hour directional traffic counts to maximum generalized service volumes associated with adopted level of service (LOS) standards. Roadway segments included in the analysis are all segments studied in previous approved The Villages of Southern Oaks studies. The study area was limited to local government facilities in and around the City of Wildwood within Sumter County.

Planned and Programmed Improvements

Throughout the study area roadway network surrounding The Villages of Southern Oaks development area, operational and capacity improvements are programmed in the cost feasible plan of the Lake-Sumter Metropolitan Planning Organization (MPO) and by local governments.

Sumter County is committed to widen CR 468, from US 301 to SR 44, to four lanes. CR 468 has already been widened from two lanes to four lanes between CR 505 and SR 44. West of there, construction is underway to widen CR 468 from two lanes to four lanes between US 301 and CR 505 (2019 completion). This analysis assumes improvements to CR 468 in the future roadway network.

A preliminary engineering study has been conducted for CR 501 between C-470 and CR 468; the recommended alternative from the study was to widen CR 501 from two lanes to four lanes. CR 501, for approximately one mile south of CR 468, is currently under construction to widen from two to four lanes. This analysis assumes improvements to CR 501 in the future roadway network.

The Florida Turnpike, which bisects The Villages of Southern Oaks development area, has funding for design for widening projects in Lake and Sumter Counties from four lanes to eight lanes. Consistent with these Turnpike improvements, this analysis assumes improvements to the Turnpike in the future roadway network.

US 301 is the subject of a project development and environment (PD&E) study and is programmed for construction in the Lake-Sumter MPO Long Range Transportation Plan (LRTP). The limits of the US 301 study segment are C-470W in the south and SR 44 in the north. This analysis assumes improvements to US 301 in the future roadway network.

C-470 will undergo a jurisdictional transfer from a County facility to a FDOT facility. In addition, the widening of C-470, from US 301 to US 27, is included in the Lake-Sumter MPO 2040 Cost Feasible Plan and is currently in the PD&E phase. This analysis assumes improvements to C-470 in the future roadway network.

The extension of Meggison Road from SR 44 to C-470 (previously known as the Buena Vista Boulevard extension) is planned as part of The Villages development plans to also support regional traffic. This analysis assumes the extension of Meggison Road concurrent with The Villages of Southern Oaks development. Four lanes are currently being planned for the new roadway from SR 44 to the Bexley Connectivity Bridge, and two lanes from the Bexley Connectivity Bridge to C-470.

In addition to the assumptions above, the City of Wildwood envisions a connected roadway network south of C-470 as shown on **Figure 1**. Consistent with the City's vision, this analysis assumes these new facilities in the assumed future (2040) roadway network.

Table 1: Existing Conditions Analysis

Roadway		Adopted LOS Standard	# Lanes Committed / Assumed	PM PHPD Max. Service Volume	Existing PM PHPD Analysis							
From	To				Count Year	AADT	K Factor	D Factor	Pk Dir	NB/EB	SB/WB	Deficient?
WARM SPRINGS AV / CR 468												
^{1,2} US 301 / SR 35	CR 513	D	4	1,860	2019	10,393	0.09	0.51	W	438	452	No
^{1,2} CR 513	FENNEY WAY	D	4	1,860	2019	9,844	0.09	0.54	W	419	495	No
^{1,2} FENNEY WAY	CR 501	D	4	1,860	2019	9,844	0.09	0.54	W	419	495	No
^{1,2} CR 501	SR 91 / FLORIDA TURNPIKE	D	4	1,860	2019	10,996	0.09	0.51	E	501	473	No
^{1,2} SR 91 / FLORIDA TURNPIKE	MEGGISON RD EXTENSION	D	4	1,860	2019	13,344	0.09	0.53	E	639	573	No
^{1,2} MEGGISON RD EXTENSION	NORTH CARTER ACCESS	D	4	1,860	2019	13,344	0.09	0.53	E	639	573	No
^{1,2} NORTH CARTER ACCESS	SANDALWOOD DR	D	4	1,860	2019	13,344	0.09	0.53	E	639	573	No
^{1,2} SANDALWOOD DR	SR 44	D	4	1,860	2019	13,344	0.09	0.53	E	639	573	No
MORSE BLVD												
² C-466A	SR 44	D	4	1,860	2019	16,307	0.10	0.53	S	752	836	No
CR 501												
¹ WARM SPRINGS AV	BIGHAM NORTH ACCESS	D	4	1,467	2019	6,291	0.09	0.57	N	338	254	No
¹ BIGHAM NORTH ACCESS	BIGHAM SOUTH ACCESS	D	4	1,467	2019	6,291	0.09	0.57	N	338	254	No
¹ BIGHAM SOUTH ACCESS	CR 500	D	4	1,467	2019	6,291	0.09	0.57	N	338	254	No
¹ CR 500	C-470E	D	4	1,467	2015	2,581	0.09	0.55	N	128	105	No
CR 470												
¹ US 301 / SR 35	NE 50TH WAY	D	4	2,000	2017	7,740	0.09	0.55	W	313	383	No
¹ NE 50TH WAY	CR 501	D	4	2,000	2019	9,939	0.08	0.56	W	345	443	No
¹ CR 501	LAKE COUNTY LINE	D	4	2,000	2019	10,669	0.09	0.55	W	407	504	No
CR 48												
C-476	CR 567	D	2	666	2019	7,150	0.10	0.54	W	317	370	No
CR 567	CR 569 / NORTH AV	D	2	792	2019	6,051	0.09	0.54	W	253	294	No
CR 569 / NORTH AV	LAKE COUNTY LINE	D	2	792	2017	5,965	0.09	0.55	W	242	295	No
C-476												
C-476A / JASPER ST	SR 471	D	2	675	2017	2,595	0.09	0.55	E	128	105	No
MEGGISON RD EXTENSION												
^{1,2} SR 44	CR 468	D	4	1,860			0.09	0.55	S	-	-	No
^{1,2} CR 468	TURNPIKE OVERPASS	D	4	1,860			0.09	0.55	S	-	-	No
^{1,2} TURNPIKE OVERPASS	C-470	D	2	880			0.09	0.55	N	-	-	No
MORSE BLVD EXTENSION												
¹ WARM SPRINGS AV	MEGGISON RD	D	4	1,860			0.09	0.55	S	-	-	No
MARSH BEND TRL												
¹ US 301	CORBIN TRL	D	2	880			0.09	0.55	N	-	-	No
¹ CORBIN TRL	CR 501	D	2	880			0.09	0.55	N	-	-	No
FENNEY WAY												
¹ WARM SPRINGS AV	CORBIN TRL	D	2	880			0.09	0.55	W	-	-	No
CORBIN TRL												
¹ MARSH BEND TRL	WARM SPRINGS AV	D	2	880			0.09	0.55	S	-	-	No
¹ WARM SPRINGS AV	FENNEY WAY	D	2	880			0.09	0.55	S	-	-	No
¹ FENNEY WAY	CR 501	D	2	880			0.09	0.55	N	-	-	No
¹ CR 501	ROAD C	D	2	880			0.09	0.55	S	-	-	No
BEXLEY CONNECTIVITY BRIDGE (TURNPIKE OVERPASS)												
¹ MEGGISON RD	CORBIN TRL	D	4	1,860			0.09	0.55	N	-	-	No
BEXLEY TRL												
¹ BRIDGE	C-470	D	4	1,860			0.09	0.55	N	-	-	No
ROAD A												
¹ C-470	ROAD B	D	4	1,860			0.09	0.55	E	-	-	No
¹ ROAD B	ROAD C	D	4	1,860			0.09	0.55	E	-	-	No
¹ ROAD C	CR 48	D	4	1,860			0.09	0.55	E	-	-	No
ROAD B												
¹ C-470	ROAD A	D	4	1,860			0.09	0.55	S	-	-	No
¹ ROAD A	ROAD 3	D	4	1,860			0.09	0.55	S	-	-	No
¹ ROAD 3	ROAD 4	D	4	1,860			0.09	0.55	S	-	-	No
¹ ROAD 4	SR 471	D	4	1,860			0.09	0.55	S	-	-	No
ROAD C												
¹ C-470	ROAD 2	D	4	1,860			0.09	0.55	S	-	-	No
¹ ROAD 2	ROAD A	D	4	1,860			0.09	0.55	S	-	-	No
¹ ROAD A	ROAD 3	D	4	1,860			0.09	0.55	S	-	-	No
¹ ROAD 3	ROAD 4	D	4	1,860			0.09	0.55	S	-	-	No
¹ ROAD 4	SR 471	D	4	1,860			0.09	0.55	S	-	-	No
ROAD D												
¹ C-470	ROAD A	D	2	880			0.09	0.55	N	-	-	No

Notes: ¹ Committed / Assumed / LRTP Improvement

² Link capacity based on report FHWA-RD-00-67 for corridors with roundabout control through Villages access corridors.

THE VILLAGES OF SOUTHERN OAKS TRAFFIC

This analysis quantifies the impacts of The Villages of Southern Oaks (including the Sixth Amendment development area) on the assumed future (2040) roadway network. To assess the potential impacts, the analysis includes the estimated number of trips that the proposed development is expected to generate; an estimation of the split between those expected to remain internal to The Villages of Southern Oaks and existing The Villages and those expected to travel to and from areas external to The Villages community; and the expected directional distribution and assignment of project trips to the surrounding roadway network.

Proposed Land Uses

The land use densities currently envisioned by Year 2040 for The Villages of Southern Oaks are listed below.

Future Total (Build 2040) Land Use

The cumulative future total (2040) proposed land uses for The Villages of Southern Oaks (including the Sixth Amendment development area) is shown below:

- 60,449 residential dwelling units
- 222,000 square feet of office/governmental use
- 7,778,000 square feet of commercial use

Trip Generation

For each district of The Villages of Southern Oaks development area, trip generation is based on the measured rate for age-restricted residential dwelling units in The Villages, which was determined in the approved Origin-Destination (O-D) survey conducted in prior developments. Including both home-based and non-home-based trips, The Villages measured PM peak hour residential trip generation rate for vehicular travel is 0.35 trips per dwelling unit. Consistent with previous methodologies, trip generation rates and equations from the latest edition of the Institute of Transportation Engineer's (ITE) *Trip Generation Manual* are used to estimate trip generation for each non-residential use. A 19.5% golf cart trip reduction was applied for non-residential (office/government and commercial) trips per O-D data.

A summary of the future total (2040) estimated trip generation for uses for The Villages of Southern Oaks (including the Sixth Amendment development area) is provided in **Table 2**.

Table 2: Future Total (2040) Trip Generation Summary

PM Peak Hour	Land Use	ITE LUC	Size	Units	Trip Rate	PM Peak Hour Trip Generation				
						Total	In		Out	
	Area A									
	Villages Residential ¹	-	25,845	DU	0.35	9,046	63%	5,699	37%	3,347
	Office/Government ²	710	32	KSF	1.21	39	16%	6	84%	33
	Commercial ²	820	2,504	KSF	2.35	5,884	48%	2,824	52%	3,060
	VOSO A Trips					14,969	8,529		6,440	
	Area B									
	Villages Residential ¹	-	18,413	DU	0.35	6,445	63%	4,060	37%	2,385
	Office/Government ²	710	110	KSF	1.13	124	16%	20	84%	104
	Commercial ²	820	2,315	KSF	2.40	5,556	48%	2,667	52%	2,889
	VOSO B Trips					12,125	6,747		5,378	
	Area C									
	Villages Residential ¹	-	16,191	DU	0.35	5,667	63%	3,570	37%	2,097
	Office/Government ²	710	80	KSF	1.15	92	16%	15	84%	77
	Commercial ²	820	2,959	KSF	2.25	6,658	48%	3,196	52%	3,462
	VOSO C Trips					12,417	6,781		5,636	
	TOTAL									
	Villages Residential ¹	-	60,449	DU	-	21,158	13,329		7,829	
	Office/Government ²	710	222	KSF	-	255	41		214	
	Commercial ²	820	7,778	KSF	-	18,098	8,687		9,411	
	Total Generated Trips					39,511	22,057		17,454	
Non-Residential Golf Cart Trip Reduction	19.5%				3,579	1,702		1,877		
Net New External Trips					35,932	20,355		15,577		

Notes: ¹Vehicle trip rate for Villages Residential based on O-D survey

²Vehicle trip rate for non-residential uses based on fitted equation per procedures published in ITE Trip Generation Handbook, 10th Edition

Internal/External Split

Internal capture rates, based on the approved Villages O-D surveys, are utilized in this analysis to quantify the interrelationship between land uses within The Villages community. The measured Villages internal capture rate for residential trips is 74.8 percent for all modes of travel and 63.9 percent for automobiles. The Villages internal capture rate for non-residential trips is 75.4 percent for all modes of transportation and 69.7 percent for automobiles only. The high internalization of trips is consistent with large communities and especially true for The Villages due to the mixed uses and abundance of on-site amenities. Shorter trip lengths are also a characteristic of the retirement population and are reflected in past studies and analyses for The Villages, both because of convenience and because of a connected network for alternative travel modes.

The internal/external split of The Villages project trips was simulated in the CFRPMv6.1 FDOT, District Five modeling run by factoring the O-D trip table to the O-D survey splits prior to the trip assignment process. Specifically, the unadjusted trip tables generated by the model were factored to simulate 65% trip capture within The Villages zones located both north and south of SR 44.

Trip Distribution and Assignment

Trip distribution of uses for The Villages of Southern Oaks (including the Sixth Amendment development area) project trips is based on the adopted CFRPMv6.1 with a more detailed traffic analysis zone (TAZ) structure for The Villages. Consistent with previous CPAs and TIAs conducted for The Villages community, results from the modeled O-D trip table was factored to account for observed trip generation and trip capture behavior from O-D surveys. **Figure 2** displays The Villages of Southern Oaks (including the Sixth Amendment development area) 2040 project percent trip distribution on the study area roadway network based on the CFRPM model run for the corresponding conditions.

Model documentation and electronic files will be provided to review agencies upon request, including a description of O-D trip table factoring for The Villages trips to simulate the anticipated internal/external split of project trips from the previous O-D surveys. **Figure 3** displays The Villages of Southern Oaks (including the Sixth Amendment development area) 2040 project trips expected on the study area roadway segments.

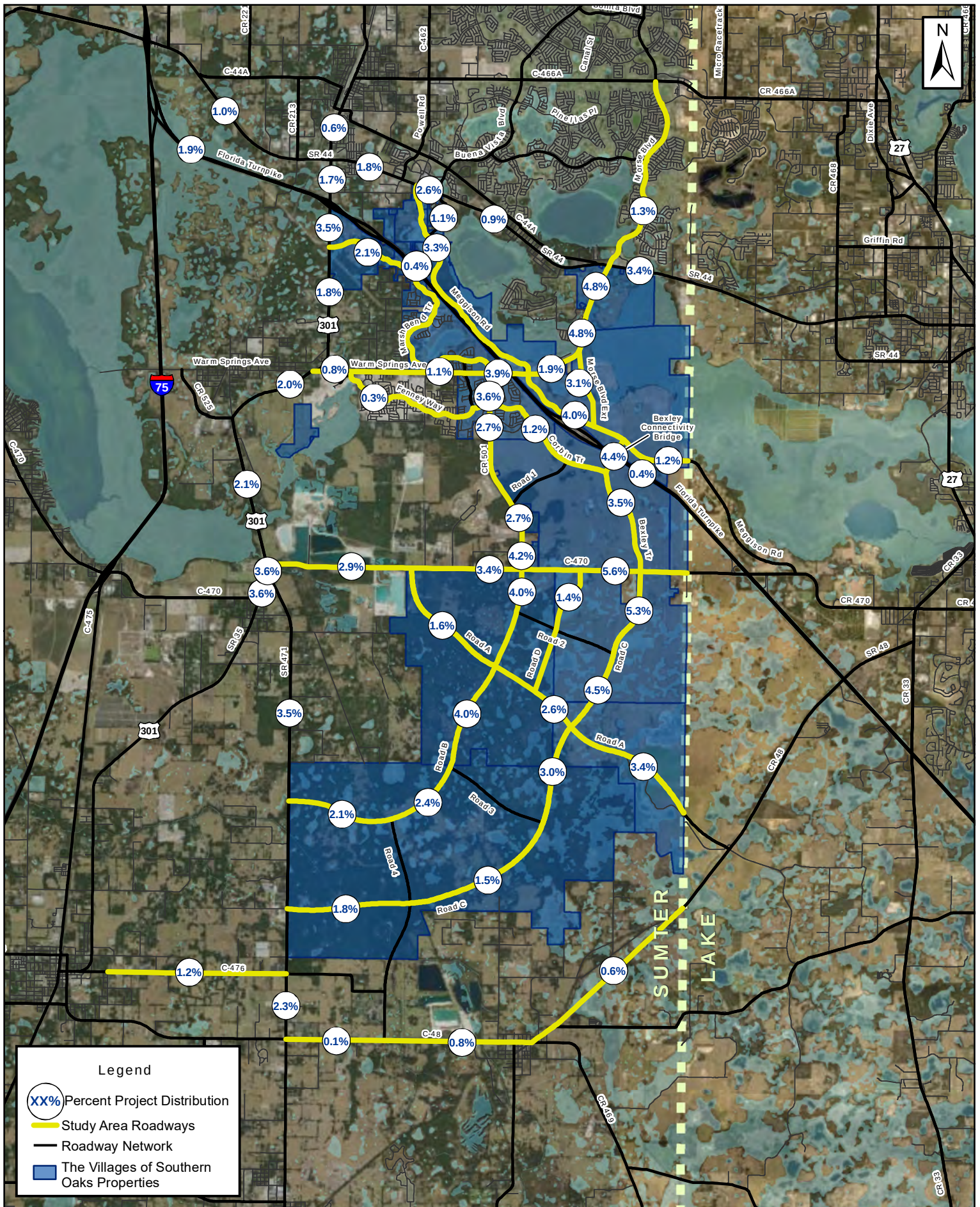
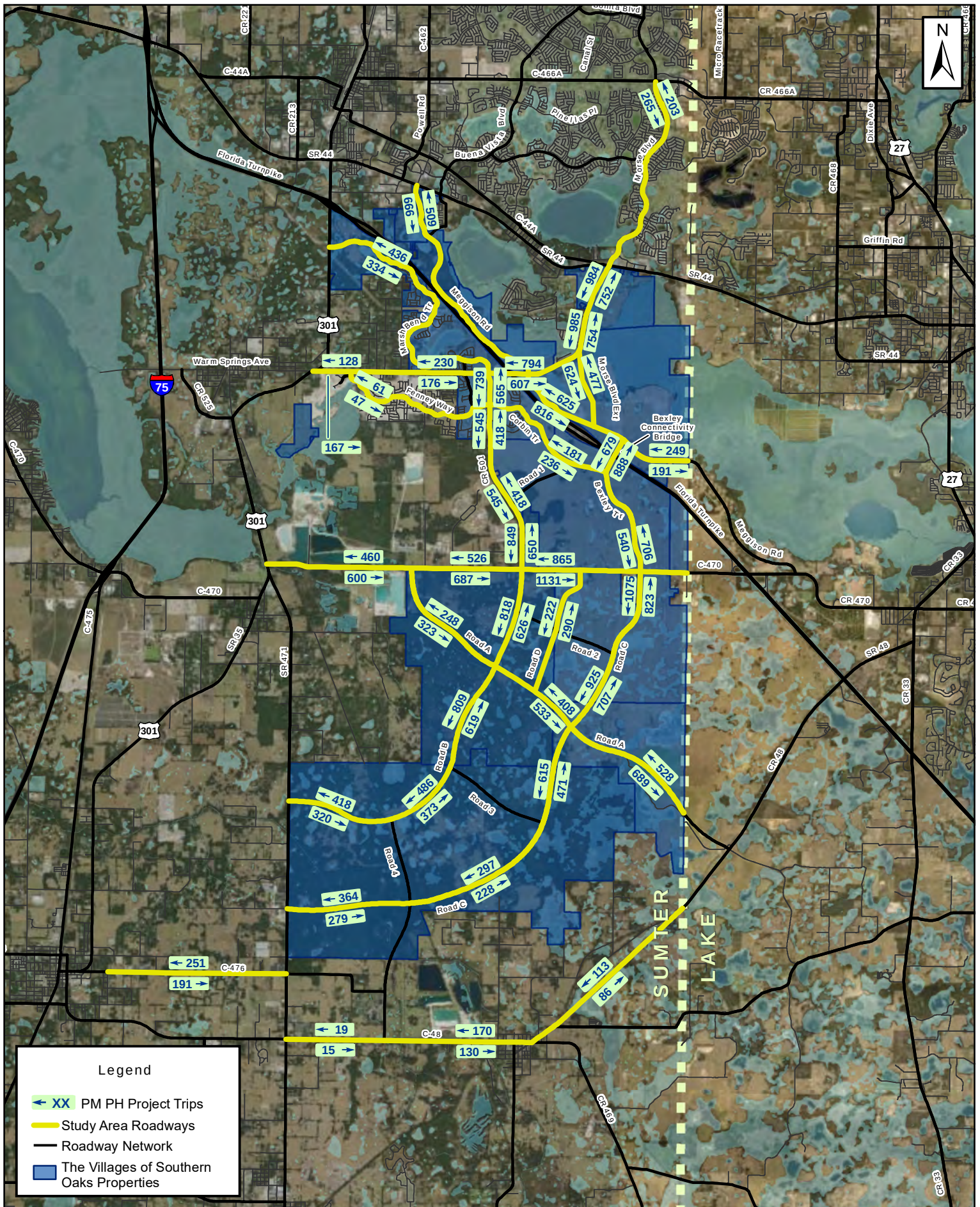


FIGURE 2: 2040 PERCENT TRIP DISTRIBUTION & STUDY AREA



FUTURE CONDITIONS

Future traffic volumes include both the project-generated traffic and the projected background traffic on the assumed future (2040) roadway network. Background traffic is expected from area growth not including The Villages of Southern Oaks development. Background traffic also accounts for future shifting of non-project trips to future roadways.

Future Background (2040) Traffic

Three sources were referenced to determine reasonable background traffic growth for future conditions analyses: historical traffic trends, travel demand model traffic growth projections, and projected regional population growth.

Historical AADT volumes from FDOT's most recent Florida Traffic Information (FTI) 2017 website were reviewed for the FDOT study area roadways. Linear regression was applied to AADT volumes from 2013 to 2017 to determine the historical growth rate on each roadway segment. Historical AADT volumes from Lake-Sumter MPO's 2017 Annual Traffic Counts were reviewed for county study area roadways. Linear regression was applied to AADT volumes from 2013 to 2017 to determine the historical growth rate on each roadway segment.

Due to the expansion of Meggison Road from SR 44 to CR 470, some background traffic is expected to shift to the future facility from other parallel facilities. Additionally, new roads envisioned in the City of Wildwood's LRTP are also expected to carry future traffic which shifts from existing facilities. This shifting of traffic is not accounted for in the historical trend projections. Additionally, the historical trends projections may not accurately reflect traffic volumes from the previously-approved communities within The Villages. Therefore, background traffic growth indicated in CFRPMv6 model runs was also reviewed to evaluate the expected growth rate on roadways within The Villages of Southern Oaks study area. Long-term annualized model volume growth rates were determined between the Year 2017 No-Build scenario (no previously-approved Villages Community south of SR 44 or The Villages of Southern Oaks development and no Meggison Road extension) and the background volume in the 2040 Build scenario (with previously-approved Villages Community south of SR 44 and The Villages of Southern Oaks development, with full Meggison Road extension and the cost feasible network).

The University of Florida's Bureau of Economic and Business Research (BEBR) analyzes population growth trends in counties throughout the state, along with other statistical metrics. According to the most recent BEBR population projections, population growth in the area is expected to range between 0.19% and 5.15% annually between 2017 and 2045. In an effort to determine a reasonable background growth rate for the study area, the medium BEBR growth rates for Lake County and Marion County were averaged. The Sumter County growth rates were excluded from consideration of regional background growth because they include The Villages development; applying these growth rates to the background traffic projections would have resulted in redundancy when project trips were added to the network. The averaged BEBR medium projection for Lake County and Sumter County is used to verify reasonableness of growth rates.

Once growth rates from the three methodologies were compared for each of the roadway segments, they were compared to the calculated growth rate from peak hour buildout volumes forecasted in the most recent, previously approved The Villages of Southern Oaks TIA. A reasonable rate was then selected to project background traffic for the future background (2040) analysis. A summary of the background growth rate data for each condition is included in **Appendix E**.

Table 3 shows future background (2040) traffic PM peak hour directional analysis for roadway segments within The Villages of Southern Oaks study area.

Future Total (2040) Traffic

As also shown in **Table 3**, future total (2040) traffic is calculated by adding The Villages of Southern Oaks (including the Sixth Amendment development area) traffic to the projected future background (2040) traffic volumes on each study area roadway segment. **Figure 4** depicts the 2040 PM peak hour total vehicle volumes on the assumed future (2040) roadway network.

Conclusion

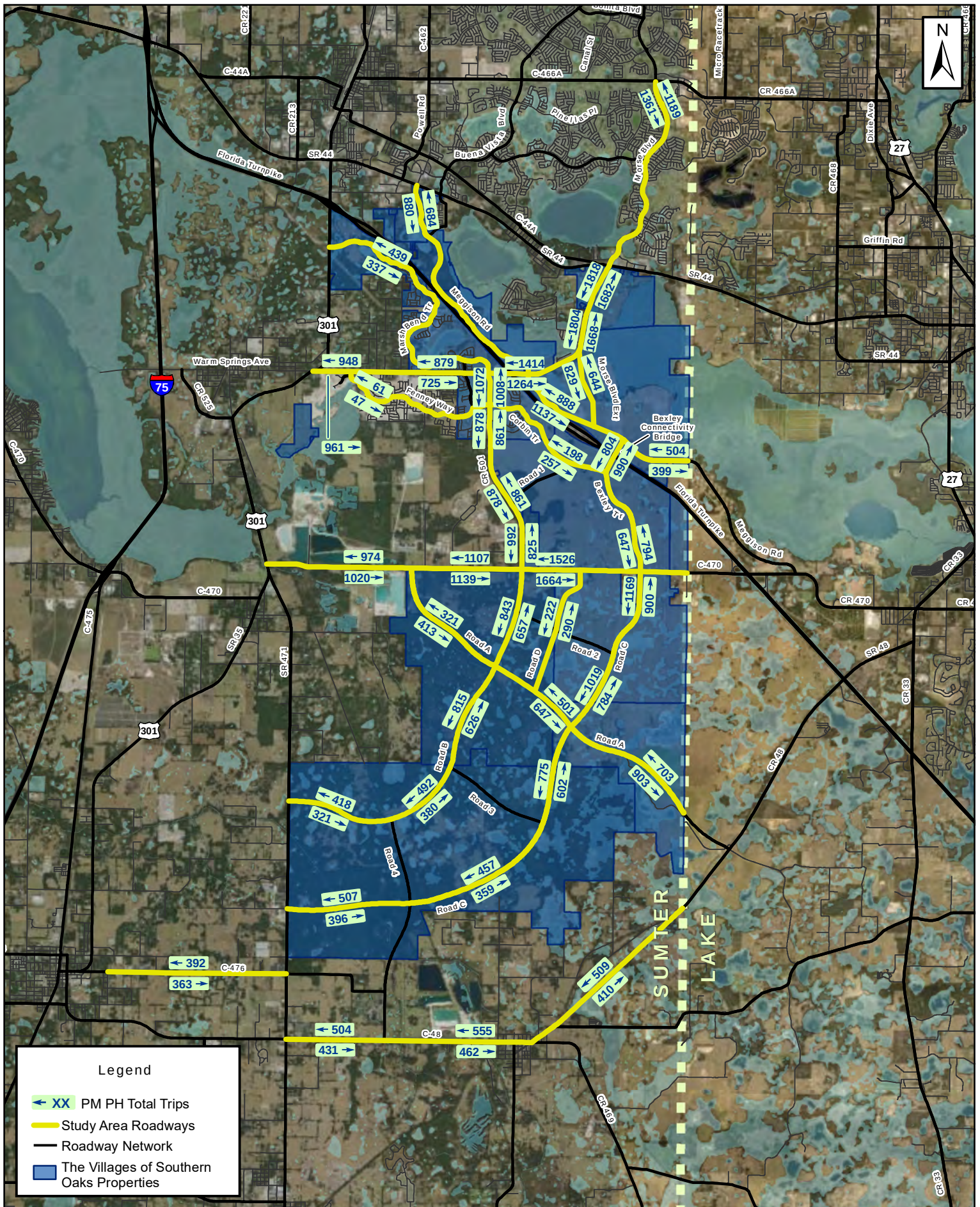
The Villages of Southern Oaks future total (2040) traffic analysis shows that the projected traffic associated with the current proposed development program is not expected to adversely impact any study area roadway segments which are not already planned for improvements. New planned facilities in the study area are projected to provide local and regional access for the planned Villages growth while also providing additional capacity and connectivity for background traffic in the area. Partnerships and monitoring of the impacts of development will continue to occur to identify actual roadway needs in the future.

Table 3: 2040 Future Conditions Analysis

Roadway		Adopted LOS Standard	# Lanes Committed / Assumed	PM PHPD Max. Service Volume	Background PM PHPD Analysis				Project PM PHPD Analysis				Total PM PHPD Analysis		
From	To				Annual Growth Rate	Year = 2040		Deficient?	IN = 20,355		OUT = 15,577		NB/EB	SB/WB	Deficient?
						NB/EB	SB/WB		Trip Distrib	Proj Pkg Dir	NB/EB	SB/WB			
WARM SPRINGS AV / CR 468															
^{1, 2} US 301 / SR 35	CR 513	D	4	1,860	3.87%	794	820	No	0.82%	E	167	128	961	948	No
^{1, 2} CR 513	FENNEY WAY	D	4	1,860	1.48%	549	649	No	1.13%	W	176	230	725	879	No
^{1, 2} FENNEY WAY	CR 501	D	4	1,860	1.59%	559	660	No	0.68%	W	105	138	664	798	No
^{1, 2} CR 501	SR 91 / FLORIDA TURNPIKE	D	4	1,860	1.48%	657	620	No	3.90%	W	607	794	1,264	1,414	No
^{1, 2} SR 91 / FLORIDA TURNPIKE	MEGGISON RD EXTENSION	D	4	1,860	1.48%	838	751	No	3.90%	W	607	793	1,445	1,544	No
^{1, 2} MEGGISON RD EXTENSION	NORTH CARTER ACCESS	D	4	1,860	1.48%	838	751	No	1.95%	W	304	396	1,142	1,147	No
^{1, 2} NORTH CARTER ACCESS	SANDALWOOD DR	D	4	1,860	2.05%	914	819	No	4.84%	W	754	985	1,668	1,804	No
^{1, 2} SANDALWOOD DR	SR 44	D	4	1,860	2.17%	930	834	No	4.83%	W	752	984	1,682	1,818	No
MORSE BLVD															
² C-466A	SR 44	D	4	1,860	1.48%	986	1,096	No	1.30%	S	203	265	1,189	1,361	No
CR 501															
¹ WARM SPRINGS AV	BIGHAM NORTH ACCESS	D	4	1,467	1.48%	443	333	No	3.63%	S	565	739	1,008	1,072	No
¹ BIGHAM NORTH ACCESS	BIGHAM SOUTH ACCESS	D	4	1,467	1.48%	443	333	No	2.68%	S	418	545	861	878	No
¹ BIGHAM SOUTH ACCESS	CR 500	D	4	1,467	1.48%	443	333	No	2.68%	S	418	545	861	878	No
¹ CR 500	C-470E	D	4	1,467	1.48%	175	143	No	4.17%	S	650	849	825	992	No
CR 470															
¹ US 301 / SR 35	NE 50TH WAY	D	4	2,000	1.48%	420	514	No	2.95%	E	600	460	1,020	974	No
¹ NE 50TH WAY	CR 501	D	4	2,000	1.48%	452	581	No	3.38%	E	687	526	1,139	1,107	No
¹ CR 501	LAKE COUNTY LINE	D	4	2,000	1.48%	533	661	No	5.56%	E	1,131	865	1,664	1,526	No
CR 48															
C-476	CR 567	D	2	666	1.48%	416	485	No	0.09%	W	15	19	431	504	No
CR 567	CR 569 / NORTH AV	D	2	792	1.48%	332	385	No	0.83%	W	130	170	462	555	No
CR 569 / NORTH AV	LAKE COUNTY LINE	D	2	792	1.48%	324	396	No	0.55%	W	86	113	410	509	No
C-476															
C-476A / JASPER ST	SR 471	D	2	675	1.48%	172	141	No	1.23%	W	191	251	363	392	No
MEGGISON RD EXTENSION															
^{1, 2} SR 44	CR 468	D	4	1,860	0.00%	175	214	No	3.27%	S	509	666	684	880	No
^{1, 2} CR 468	TURNPIKE OVERPASS	D	4	1,860	0.00%	263	321	No	4.01%	S	625	816	888	1,137	No
^{1, 2} TURNPIKE OVERPASS	C-470	D	2	880	0.00%	255	209	No	1.22%	N	249	191	504	399	No
MORSE BLVD EXTENSION															
¹ WARM SPRINGS AV	MEGGISON RD	D	4	1,860	0.00%	167	205	No	3.06%	S	477	624	644	829	No
MARSH BEND TRL															
¹ US 301	CORBIN TRL	D	2	880	0.00%	3	3	No	2.14%	N	436	334	439	337	No
¹ CORBIN TRL	CR 501	D	2	880	0.00%	3	3	No	1.89%	S	294	385	297	388	No
FENNEY WAY															
¹ WARM SPRINGS AV	CORBIN TRL	D	2	880	0.00%	0	0	No	0.30%	W	47	61	47	61	No
CORBIN TRL															
¹ MARSH BEND TRL	WARM SPRINGS AV	D	2	880	0.00%	0	0	No	0.21%	S	33	43	33	43	No
¹ WARM SPRINGS AV	FENNEY WAY	D	2	880	0.00%	3	4	No	0.24%	S	38	49	41	53	No
¹ FENNEY WAY	CR 501	D	2	880	0.00%	23	28	No	0.46%	N	94	72	117	101	No
¹ CR 501	ROAD C	D	2	880	0.00%	17	21	No	1.16%	S	181	236	198	257	No
BEXLEY CONNECTIVITY BRIDGE (TURNPIKE OVERPASS)															
¹ MEGGISON RD	CORBIN TRL	D	4	1,860	0.00%	102	125	No	4.36%	N	888	679	990	804	No
BEXLEY TRL															
¹ BRIDGE	C-470	D	4	1,860	0.00%	88	108	No	3.47%	N	706	540	794	647	No
ROAD A															
¹ C-470	ROAD B	D	4	1,860	0.00%	90	73	No	1.59%	E	323	248	413	321	No
¹ ROAD B	ROAD C	D	4	1,860	0.00%	114	93	No	2.62%	E	533	408	647	501	No
¹ ROAD C	CR 48	D	4	1,860	0.00%	214	175	No	3.39%	E	689	528	903	703	No
ROAD B															
¹ C-470	ROAD A	D	4	1,860	0.00%	31	25	No	4.02%	S	626	818	657	843	No
¹ ROAD A	ROAD 3	D	4	1,860	0.00%	7	5	No	3.98%	S	619	809	626	815	No
¹ ROAD 3	ROAD 4	D	4	1,860	0.00%	7	5	No	2.39%	S	373	486	380	492	No
¹ ROAD 4	SR 471	D	4	1,860	0.00%	1	0	No	2.05%	S	320	418	321	418	No
ROAD C															
¹ C-470	ROAD 2	D	4	1,860	0.00%	77	95	No	5.28%	S	823	1,075	900	1,169	No
¹ ROAD 2	ROAD A	D	4	1,860	0.00%	77	95	No	4.54%	S	707	925	784	1,019	No
¹ ROAD A	ROAD 3	D	4	1,860	0.00%	131	160	No	3.02%	S	471	615	602	775	No
¹ ROAD 3	ROAD 4	D	4	1,860	0.00%	131	160	No	1.46%	S	228	297	359	457	No
¹ ROAD 4	SR 471	D	4	1,860	0.00%	117	144	No	1.79%	S	279	364	396	507	No
ROAD D															
¹ C-470	ROAD A	D	2	880	0.00%	0	0	No	1.42%	N	290	222	290	222	No

Notes: ¹ Committed / Assumed / LRTP Improvement

² Link capacity based on report FHWA-RD-00-67 for corridors with roundabout control through Villages access corridors.



APPENDICES

Appendix A:
Regionally Significant Road
Construction Agreement between
Sumter County and The Villages
Companies (July 10, 2018)

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: **Regionally Significant Road Construction Agreement between Sumter County and The Villages® Companies**

REQUESTED ACTION: **Staff Recommends Approval of the Resolution and Agreement**

Meeting Type: Regular Meeting **DATE OF MEETING:** 7/10/2018

CONTRACT: ☐ N/A Vendor/Entity: The Villages Companies
Effective Date: 7/10/2018 Termination Date: _____
Managing Division / Dept: Choose a division/department.

BUDGET IMPACT: Each Regional Roadway Segment will have a separate budget as the projects move forward

FUNDING SOURCE: Road Impact Fees / Gas Taxes / Other Revenue

Type: N/A **EXPENDITURE ACCOUNT:** _____

HISTORY/FACTS/ISSUES:

The Regionally Significant Road Construction Agreement between Sumter County and The Villages® Companies and the associated resolution commits funding over a 30-year period to sustain the continued development in and around The Villages® development consistent with the resolution encouraging continued development of this community south of SR 44.

The Villages® Companies' Selected Obligations:

- a. Develop 4th Town Center in Sumter County
- b. Develop The Villages of Southern Oaks as a mixed-use community
- c. Establish design standards for The Villages of Southern Oaks
- d. Design, permit and build future new regional roadway segments noted in Exhibits A & B

Sumter County's Selected Obligations:

- a. Reimburse The Villages® Companies for the construction expenditures of the future new regional roadway segments noted in Exhibits A & B
- b. Design, permit and build future county regional roadway segments noted (CR 501 Phase II and CR 525E Phases II and III)
- c. Hold harmless The Villages® Companies for the future widening of US 301 from SR 44 to C-470 and the future widening of C-470 from US 301 to the Lake County line

Prepared by: **Bradley Arnold**

Grammarly Check ☒

APPROVED

RESOLUTION 2018-43

July 10, 2018

SUMTER COUNTY RESOLUTION NO. 2018-43

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF SUMTER COUNTY, FLORIDA, AUTHORIZING A REGIONALLY SIGNIFICANT ROAD CONSTRUCTION AGREEMENT BY AND BETWEEN THE COUNTY AND THE VILLAGES COMPANIES FOR THE PURPOSE OF CONSTRUCTION OF REGIONALLY SIGNIFICANT ROADS; PROVIDING FOR PAYMENT AND REIMBURSEMENT OF CONSTRUCTION COSTS WITH A COVENANT TO BUDGET AND APPROPRIATE NON-AD VALOREM REVENUES OR ADDITIONAL AVAILABLE REVENUES; AUTHORIZING THE PROPER OFFICERS OF THE COUNTY TO DO ALL OTHER THINGS DEEMED NECESSARY OR ADVISABLE IN CONNECTION WITH THE AGREEMENT; PROVIDING ASSURANCES, PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Sumter County is a political subdivision of the State of Florida and is authorized to construct and maintain roads and highways; and

WHEREAS, Sumter County's constitutional home rule powers, the Florida Transportation Code (Chapters 334-339 and other provisions of the Florida Statutes as established in Section 334.01) and other applicable law including, but not necessarily limited to Chapter 125, Florida Statutes, invest authority over the county road system to Sumter County; and

WHEREAS, the Board of County Commissioners of Sumter County desires to accomplish and implement sound transportation planning and provide a sound transportation system for the benefit of its citizens, and

WHEREAS, the safe, efficient and uninterrupted transportation of people and property from place to place in Sumter County is a matter of great concern to the people of Sumter County and is necessary to ensure the smooth operation of commerce and other activities within Sumter County; and

WHEREAS, Sumter County entered into that certain Regionally Significant Road Construction Agreement with The Villages Companies (the Agreement) for the design, permitting and construction of Future New Regional Roadway Segments, as that term is defined in the Agreement, and the Agreement is attached hereto as Exhibit A;

WHEREAS, The Villages Companies will front the costs for construction of the Future New Regional Roadway Segments provided that it is reimbursed by Sumter County for certain eligible construction costs; and

WHEREAS, the Board of County Commissioners of Sumter County has determined that the actions taken herein are consistent with the goals, policies and objectives of Sumter County, Florida.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SUMTER COUNTY, FLORIDA:

SECTION 1. AUTHORITY. This Resolution is adopted pursuant to its authority under Article VIII of the Constitution of the State of Florida; and Chapter 125, Florida Statutes.

SECTION 2. DEFINITIONS. All terms used in this Resolution in capitalized form and not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement unless the context clearly indicates otherwise. All terms used herein in capitalized form and defined in the preamble hereto shall have the meanings ascribed thereto in said preamble.

“Non-Ad Valorem Revenues” shall mean all revenues of the County not derived from ad valorem taxation.

“Available Non-Ad Valorem Revenues” shall mean all Non-Ad Valorem Revenues other than (A) any revenues which are restricted by a contract in existence on the date hereof, and (B) any revenues which are prohibited by law from being used to pay the Reimbursement Invoices, and (C) any revenues which are not otherwise legally available to pay the payments required herein.

“Essential Government Services” means public safety and general governmental services provided by Sumter County, the expenditure for which are currently set forth as the line items entitled “General Government” and “Public Safety” in Sumter County’s Comprehensive Annual Financial Report for the Fiscal Year ended September 30, 2016, and any equivalent line items in any future financial statements of the County.

SECTION 3. INCORPORATION OF RECITALS; FINDINGS. That each of the above **WHEREAS** clauses are adopted as the findings of the Sumter County Board of County Commissioners, and are hereby incorporated into this Resolution, *in haec verba*. It is also hereby found and determined that the terms of the Agreement in the form presented and incorporated in this Resolution are in the best interest of Sumter County for the construction of the regionally significant roadway segments contemplated by the Agreement.

SECTION 4. APPROVAL AND AUTHORIZATION. The terms and conditions for the construction of the regionally significant roadway segments as described in the Agreement are hereby approved. The Board Chair of the County shall have power to execute the Agreement on behalf of the County.

SECTION 5. COVENANT TO BUDGET AND APPROPRIATE. Sumter County covenants and agrees, to the extent permitted by and in accordance with applicable law, and budgetary processes, to prepare, approve and appropriate in its Annual Budget for each Fiscal Year, by amendment if necessary, from Available Non-Ad Valorem Revenues, amounts sufficient to pay each Reimbursement Invoice submitted by The Villages Companies on or before the associated Invoice Payment Date. Such covenant and agreement on the part of Sumter County to budget and appropriate such amounts of Available Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Available Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all required payments herein shall have been budgeted, appropriated and actually paid. Such Covenant to Budget and

Appropriate is subject in all respects to the payment of obligations secured by a pledge of Available Non-Ad Valorem Revenues heretofore or hereafter entered into (including debt service on bonds and other obligations). However, the Covenant to Budget and Appropriate in its general annual budget or amendments thereto for the purposes and in the manner stated herein shall have the effect of making available for payment of the Reimbursement Invoices, in the manner described herein, Available Non-Ad Valorem Revenues of Sumter County, and of placing on Sumter County a positive duty to appropriate and budget, by amendment, if necessary, amounts sufficient to meet its obligations herein; subject, however, to the payment of services and programs which are Essential Government Services or which are legally mandated by applicable law.

SECTION 6. PRIORITIZATION; OTHER CONDITIONS OF PAYMENT. For purposes of the Covenant to Budget and Appropriate, to the extent permitted by and in accordance with applicable law, and budgetary processes, Sumter County agrees, in its annual appropriation and budget process, to prioritize use of Available Non-Ad Valorem Revenues generated from Transportation Impact Fees and its apportioned Gas/Fuel Taxes to make payment on Reimbursement Invoices. Sumter County agrees that payments for Reimbursement Invoices shall not be made from revenue derived from a municipal service benefit unit or municipal service taxing unit created solely and specifically for the purposes of generating revenue to pay for the regionally-significant roadways set forth in Exhibits A and B to the Agreement, or for the Reimbursement Invoices contemplated in the Agreement; provided, however, this shall not constitute a limitation or restriction on the County's legitimate use of any lawfully enacted, available means of revenue, including but not limited to ad valorem, non-ad valorem, special assessments, or other revenue source, that may be instituted by Sumter County from time to time.

SECTION 8. NO PLEDGE OF REVENUE. Notwithstanding the foregoing covenant of Sumter County, Sumter County does not covenant to maintain any services or programs, now provided or maintained by Sumter County that generate Available Non-Ad Valorem Revenues. Such covenant also shall not constitute a lien, either legal or equitable, on any of Sumter County's Non-Ad Valorem Revenues or other revenues, nor shall it preclude Sumter County from pledging in the future any of its Non-Ad Valorem Revenues or other revenues to other obligations so long as the granting of such pledge does not have the effect of impairing the obligation of Sumter County under this Resolution and the Agreement by making unavailable sufficient Non-Ad Valorem Revenues required to timely make payments of the Reimbursement Invoices, nor shall it give The Villages Companies a prior claim on the Non-Ad Valorem Revenues.

SECTION 7. CONTINGENT ON ACTUAL APPROVED APPROPRIATION. Anything herein to the contrary notwithstanding, all obligations of Sumter County hereunder shall be secured only by the Non-Ad Valorem Revenues actually budgeted and appropriated and allocated for Reimbursement Invoices, as provided for herein. Sumter County is prohibited by law from expending moneys not appropriated or in excess of its current budgeted revenues and surpluses. The obligation of Sumter County to budget, appropriate and make payments hereunder from its Non-Ad Valorem Revenues is subject to the availability of Non-Ad Valorem Revenues after satisfying funding requirements for obligations having an express lien on or pledge of such revenues and after satisfying funding requirements for essential governmental services of Sumter County or which are legally mandated by applicable law.

SECTION 8. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 9. SEVERABILITY. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force or effect of any other Section or part of this Resolution.

SECTION 10. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED by the Board of County Commissioners of Sumter County, Florida, during a duly noticed public meeting, in Sumter County, Florida, this 10th day of July, 2018.

BOARD OF COUNTY COMMISSIONERS
SUMTER COUNTY, FLORIDA

By: Al Butler
Al Butler, Chairman

Attest:

 Caroline AlRestimawi
Caroline AlRestimawi, Deputy Clerk

Approved as to form for the reliance
of Sumter County only:

Jennifer C. Rey
Jennifer C. Rey, Esq., County Attorney

REGIONALLY SIGNIFICANT ROAD CONSTRUCTION AGREEMENT
BETWEEN SUMTER COUNTY, FLORIDA
AND THE VILLAGES COMPANIES

THIS REGIONALLY SIGNIFICANT ROAD CONSTRUCTION AGREEMENT

(the "Agreement") is entered into this 16th day of July, 2018, by and between Sumter County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing body thereof, hereinafter referred to as the "COUNTY", whose principal address is 7375 Powell Road, Suite 200, Wildwood, Florida 34785, and The Villages Companies, which currently includes both The Villages Land Company, LLC ("VLC") and The Villages Development Company, LLC ("VDC"), hereinafter VLC and VDC are collectively referred to as the "COMPANIES", whose principal business address is: 3619 Kiessel Road, The Villages, FL 32163, and in furtherance of same, the parties to this Agreement hereby state the following:

WITNESSETH:

WHEREAS, COMPANIES acquired 13,637 acres south of State Road 44 that were recently re-designated on the City of Wildwood's Future Land Use Map (FLUM) to develop this property as The Villages of Southern Oaks (hereinafter referred to as the "Property") making COMPANIES the largest private landowner in the area and capable of the coordinated and mixed-use development requiring a regional roadway network; and

WHEREAS, currently the Property is mostly vacant and is designated as Age Restricted Development (ARD) which is an urban mixed-use category that permits uses such as commercial, residential, office, hotel and medical as provided for in the City of Wildwood's Future Land Use Map (FLUM); and

WHEREAS, COMPANIES also plan to develop a new 432-acre industrial park south of the City of Coleman, within the unincorporated area of Sumter County, which will add much needed industrial development along the Interstate 75 corridor and will help generate additional employment and increase economic development within Sumter County; and

WHEREAS, the Villages of Southern Oaks and the new industrial park will together provide significant economic benefit and employment and will hereafter be known as “the Projects”; and

WHEREAS, with COMPANIES owning the majority of the land south of State Road 44, COUNTY, the City of Wildwood and COMPANIES can now coordinate to develop a compact and phased, mixed-use community with a cost-efficient provision of infrastructure; and

WHEREAS, COMPANIES have committed to develop the properties south of State Road 44 consistent with the mixed-use development pattern established in the other Villages’ communities; and

WHEREAS, in 2018, COMPANIES had Kimley-Horn complete a transportation analysis of the Projects and identified the long-term need for transportation improvements as identified in Exhibits A and B, attached hereto and incorporated herein; and

WHEREAS, COUNTY desires to have multiple regionally significant roads to be built in advance of the planned future development south of State Road 44 in order to spur and enhance economic development within and outside of the Projects; and

WHEREAS, COUNTY desires to limit the typical design sections of COUNTY maintained regionally-significant roads to a maximum of four-lanes; and

WHEREAS, COMPANIES are uniquely able to quickly, efficiently, and more cost-effectively construct the regionally-significant roadway network utilizing the experience gained in road building north of State Road 44; and

WHEREAS, COMPANIES add amenities, such as greatly enhanced landscaping, bridges, and multi-modal tunnels, all of which reduce roadway impacts, at no cost to COUNTY; and

WHEREAS, COUNTY entered into previous road impact fee credit agreements for the expansion of existing regionally significant roads such as the current C-468 and C-501 agreements between COUNTY and The Villages of Lake Sumter, Inc., and such agreements successfully facilitated the expansion of such regionally significant roadways, which in-turn facilitated the development and expansion of economic development throughout Sumter County; and

WHEREAS, COUNTY has determined that COMPANIES can construct the roadways at a significantly reduced cost, while also providing a significant economic impact in Sumter County through its development of the Projects, and wishes to incentivize well-planned and efficient development both in the City of Wildwood and unincorporated area of Sumter County based on a regional roadway network preceding development; and

WHEREAS, there is a need to enhance, expand, and sustain economic activity in Sumter County by attracting and retaining commercial and industrial development, business enterprise management, and other activities conducive to economic promotion, in order to provide a stronger, more balanced, and stable economy in Sumter County, and Section 125.045, Florida Statutes, declares that use and expenditure of public funds for economic development activities, including development or improvement of local infrastructure constitutes a public purpose; and

WHEREAS, COMPANIES propose to make additional capital investments within Sumter County, all in accordance with the appropriate jurisdiction's Land Development Code and Comprehensive Plan; and

WHEREAS, COUNTY finds and declares that it is in the public's best interest and serves a legitimate public purpose to facilitate the efficient, timely, and cost-effective construction and expansion of additional regionally-significant roadways that will enable the development and success of an industrial park, and additional mixed-use development pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of ten dollars (\$10.00), the mutual covenants, promises and representations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to the following terms and conditions:

1. Recitals. The **WHEREAS** clauses set forth above are hereby incorporated into and made part of this Agreement as if fully set forth herein.
2. COMPANIES Representations. COMPANIES are duly organized and validly existing under the laws of the State of Florida and are authorized to do business, and are doing business in the State of Florida. COMPANIES have the corporate power, authority, and legal right to execute, deliver, and perform this Agreement. The execution, delivery, and performance of this Agreement by the COMPANIES has been duly authorized by any and all necessary corporate and shareholder action. The COMPANIES will continue their business operations at their principal business address within Sumter County for the duration of this Agreement. Additionally, COMPANIES may be expanded to include valid affiliated business entities which may also own and develop within The Villages of Southern Oaks and the industrial

park. Such business entities, their property owned, and their legal status shall be submitted to COUNTY as an addendum to this Agreement for approval by COUNTY.

3. COMPANIES's Obligations:

- a. Develop the 4th Town Center or comparable lifestyle mixed-use retail center solely within Sumter County with aggregate regionally-serving commercial square footages similar in size to the existing Town Centers located in Sumter County (Lake Sumter Landing or Brownwood, respectively).
- b. Develop The Villages of Southern Oaks as a mixed-use community which may include residential, office, commercial/retail, hotel, medical, light industrial, institutional, recreation and other similar uses as determined by and pursuant to the land development codes, approvals, and other such requirements of the City of Wildwood.
- c. Establish design standards for The Villages of Southern Oaks which shall include, but not be limited to, architectural design standards, building setbacks, landscaping and buffering and roadway design to enhance pedestrian use and ensure their safety.
- d. Design, permit, build and otherwise complete the construction of the regionally-significant roads designated as Future New Regional Roadway Segments in Exhibits A and B, attached hereto and incorporated herein ("Future New Regional Roadway Segment").
 - i. COMPANIES, in their sole discretion and based upon their internal development phasing, will notify COUNTY in writing prior to commencing construction on any of the Future New Regional Roadway Segments. The

notification is to assist COUNTY in incorporating these road improvements into COUNTY'S budget.

- ii. COMPANIES shall submit a proposed budget and construction timeline for commencement and completion of the proposed Future New Regional Roadway Segment, which shall be subject to review and acceptance of the County Administrator. If the County Administrator rejects the proposed budget, COMPANIES shall be relieved of any obligation to construct the proposed Future New Regional Roadway Segment and COMPANIES shall assign its design and permits to COUNTY for COUNTY to assume the obligation to construct the proposed Future New Regional Roadway Segment within the original timeline submitted by COMPANIES plus three months, which will allow COUNTY to complete its standard bid process prior to initiating construction.
- iii. COMPANIES shall design the Future New Regional Roadway Segment to meet or exceed the applicable engineering design standard as contained in the Sumter County Engineering Design Standards, Florida "Greenbook", or FDOT Roadway Design Standards. The Sumter County Engineering Design Standards, the Florida "Greenbook" and the FDOT Roadway Design Standards, as amended, are incorporated herein and are considered a material provision of this Agreement.
- iv. COMPANIES shall provide the design, permitting and construction of non-standard COUNTY infrastructure, including, but not limited to, multi-modal tunnels, bridges, enhanced landscaping and shared ponds, when

COMPANIES determine they are necessary, subject to COMPANIES' sole discretion, and at the COMPANIES' sole expense. The construction of such non-standard infrastructure is subject to any required local, state or federal approvals and permitting.

- v. COMPANIES acknowledge that they are constructing the Future New Regional Roadway Segments on behalf of COUNTY and that COMPANIES are giving COUNTY five (5) years from receipt of invoices to reimburse COMPANIES for constructing the Future New Regional Roadway Segments, in accordance with Paragraph 7 below. Furthermore, COMPANIES acknowledge that all required rights-of-way and drainage easements shall be donated to COUNTY and shall not be subject to reimbursement. To the extent it is necessary to amend the existing November 14, 2017 Perpetual Drainage Management Agreement to incorporate the drainage improvements for the Future New Regional Roadway Segments, the Perpetual Drainage Management Agreement shall be amended at such time as is proper and necessary, and at the COMPANIES' sole expense.
- e. COMPANIES acknowledge that all required rights-of-way and drainage easements for Future County Roadway Segments, as identified in Exhibits A and B, shall be donated to COUNTY and shall not be subject to reimbursement. To the extent it is necessary to amend the existing November 14, 2017 Perpetual Drainage Management Agreement to incorporate the drainage improvements for the Future County Regional Roadway Segments, the Perpetual Drainage Management Agreement shall be

amended at such time as is proper and necessary, and at the COMPANIES' sole expense.

4. Committed Improvements. All Future New Regional Roadway Segments and Future County Roadway Segments as identified in Exhibits A and B, shall constitute the COMPANIES' satisfaction of any and all obligations for traffic concurrency and/or for any traffic analysis required for future development of the Projects.

5. COUNTY's Obligations:

- a. Accept on COUNTY'S behalf donations of necessary rights-of-way, drainage easements and ponds.
- b. Review, at no cost to COMPANIES, all construction documents for Future New Regional Roadway Segments as set forth in Paragraph 3(d)(iii).
- c. Review and, consider for approval, proposed budgets for construction of Future New Regional Roadway Segments in accordance with Paragraph 3(d)(ii).
- d. Provide construction inspection services, at no cost to COMPANIES, during the construction of the Future New Regional Roadway Segments to comply with the approved construction documents.
- e. Provide reimbursement to COMPANIES as set forth in Paragraph 7.
- f. Design, permit, build, and otherwise complete the construction or expansion of Future County Regional Roadway Segments as provided for in Exhibits A and B ("Future County Regional Roadway Segments"). To the extent that COMPANIES determine that the improvements to the Future County Regional Roadway Segments should be undertaken prior to the schedule established by COUNTY or, if the Future County Regional Roadway Segments are not included in COUNTY'S Capital Improvements

Plan, or if the Future County Regional Roadway Segments are otherwise not provided for in COUNTY'S budget, COMPANIES may provide written notice to COUNTY that COMPANIES will undertake to design, permit, build and otherwise complete the Future County Regional Roadway Segment improvement that COMPANIES provided notice for; except that COMPANIES may not proceed if the Future County Regional Roadway Segments are programmed for use of state or federal funding. If COMPANIES elect to proceed with construction of a Future County Regional Roadway Segment, COUNTY shall reimburse COMPANIES as provided for in Paragraph 7.

6. Anticipated Construction of Future State Regional Roadway Segments. COUNTY will hold harmless COMPANIES for any and all financial demands from the Florida Department of Transportation ("FDOT") for the future widening of US 301 from SR 44 to C-470 and the future widening of C-470 from the Lake County line to US 301.
7. Reimbursement for Road Construction. The following process shall be used for reimbursement for certain costs of constructing the regionally-significant roads contemplated herein:
 - a. COMPANIES are eligible to seek reimbursement only for construction costs incurred by COMPANIES for Future New Regional Roadway Segments. COMPANIES are eligible to seek reimbursement for design, permitting, and construction of all Future County Roadway Segments undertaken by COMPANIES pursuant to Paragraph 5(f) including all costs associated with developing the construction documents.
 - b. COMPANIES will submit their invoices to COUNTY for the eligible costs as required by COUNTY (each a "Reimbursement Invoice" and collectively, the

“Reimbursement Invoices”). The COUNTY shall pay each Reimbursement Invoice within five (5) years of COUNTY’S receipt of a Reimbursement Invoice (the “Invoice Payment Date”).

- c. At no point in time may COMPANIES seek, nor shall COUNTY reimburse, COMPANIES for the rights-of-way, the drainage easements, or the sizing of ponds to include COMPANIES’ drainage, or any of the non-standard improvements set out in Paragraphs 3(d)(iv).

- 8. Term. This Agreement shall become effective upon execution by COUNTY and COMPANIES and shall remain in effect for thirty (30) years. However, to the extent that any payments remain due and outstanding at the expiration of the term to COMPANIES from COUNTY, COUNTY acknowledges that COMPANIES may seek payment of those monies through any legal or equitable actions.

9. Default:

- a. For purposes of this Agreement, “event of default” shall mean any of the following:
 - i. Any representation or warranty made by COMPANIES herein or in any statement, invoice or certificate furnished to COUNTY in connection with the performance of this Agreement that proves to be untrue in a material respect as of the date of issuance or making thereof to COUNTY by the COMPANIES.
 - ii. COMPANIES materially breach any covenant contained in this Agreement and such breach continues or is not corrected or cured within thirty (30) days after written notice thereof to the COMPANIES by COUNTY; provided however, that COUNTY may declare a lesser cure period in the event that it

finds, in its sole and absolute discretion, that such lesser period is necessary to protect the public health, safety, or welfare.

- iii. COMPANIES fail to provide COUNTY the written verification, satisfactory to COUNTY, of its performance obligations herein.
- iv. COMPANIES fail to expend or use funds in accordance with this Agreement, if applicable.
- v. COMPANIES fail to develop the next Town Center or comparable lifestyle mixed-use retail centers solely within Sumter County with aggregate regionally-serving commercial square footages similar in size to the existing Town Centers located in Sumter County (Lake Sumter Landing or Brownwood, respectively) after execution of this Agreement and throughout the term of the Agreement.

10. Budget, Appropriation, and Funding for Reimbursement. The terms and conditions of this Agreement, including the following Covenant to Budget and Appropriate, placed upon COUNTY are applicable only to the extent they are both within and consistent with the constitutional and statutory limitations on the authority of COUNTY. It is acknowledged by the parties that payment of Reimbursement Invoices as set forth herein are contingent upon annual appropriations by COUNTY in its approved fiscal year budget. The Reimbursement Invoices described herein will be distributed or paid as noted in this Agreement by COUNTY to COMPANIES.

- a. *Approved Project Budget Required.* It is acknowledged and agreed by the parties that COUNTY'S obligation to pay the Reimbursement Invoices as described herein, shall be limited and conditioned upon the approval of a proposed Future New Regional

Roadway Segment budget prior to the commencement of construction in accordance with Paragraph 3(d)(ii).

- b. *Covenant to Budget and Appropriate Annually.* Upon approval as required in Paragraph 10.a., COUNTY covenants that it will appropriate in its annual budget, by amendment if necessary, from Available Non-Ad Valorem Revenues, amounts sufficient to pay each Reimbursement Invoice submitted by COMPANIES on or before the associated Invoice Payment Date. The phrase “Non-Ad Valorem Revenues” shall mean all revenues of COUNTY not derived from ad valorem taxation. The phrase “Available Non-Ad Valorem Revenues” shall mean all Non-Ad Valorem Revenues other than (A) any Non-Ad Valorem Revenues which are restricted by a contract in existence on the date hereof, as identified in Exhibit C hereto, and (B) any revenues which are prohibited by law from being used to pay the Reimbursement Invoices, and (C) any revenues which are prohibited by law or otherwise not legally available to pay the Reimbursement Invoices.
- c. Such covenant and agreement on the part of COUNTY to budget and appropriate such amounts of Available Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Available Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all required payments herein shall have been budgeted, appropriated and actually paid.
- d. *No Pledge of Revenue.* Notwithstanding the foregoing covenant of COUNTY, COUNTY does not covenant to maintain any services or programs, now provided or maintained by COUNTY which generate Available Non-Ad Valorem Revenues. Such Covenant to Budget and Appropriate does not create any lien or pledge of

Available Non-Ad Valorem Revenues, nor does it preclude COUNTY from pledging in the future Available Non-Ad Valorem Revenues, nor does it require the COUNTY to levy and collect any particular Available Non-Ad Valorem Revenues. Specifically, the parties acknowledge that COUNTY is without authority to grant or pledge a security interest in any of COUNTY'S Non-Ad Valorem Revenues or property.

- e. *Subject to Existing Payment Obligations.* Such Covenant to Budget and Appropriate is subject in all respects to the payment of obligations secured by a pledge of Available Non-Ad Valorem Revenues heretofore or hereafter entered into (including debt service on bonds and other obligations). However, the Covenant to Budget and Appropriate in its general annual budget or amendments thereto for the purposes and in the manner stated herein shall have the effect of making available for payment of the Reimbursement Invoices, in the manner described herein, Available Non-Ad Valorem Revenues of COUNTY, and of placing on COUNTY a positive duty to appropriate and budget, by amendment, if necessary, amounts sufficient to meet its obligations herein; subject, however, to the payment of services and programs which are Essential Government Services or which are legally mandated by applicable law. For purposes of this Section 10, the phrase "Essential Government Services" means public safety and general governmental services provided by COUNTY, the expenditure for which are currently set forth as the line items entitled "General Government" and "Public Safety" in the COUNTY'S Comprehensive Annual Financial Report for the Fiscal Year ended September 30, 2017, and any equivalent line items in any future financial statements of COUNTY.

f. *Prioritization; Other Conditions of Payment.* For purposes of the Covenant to Budget and Appropriate, to the extent permissible by law, and subject to all other conditions and limitations of this Section 10, COUNTY agrees, in its annual appropriation and budget process, to prioritize use of Available Non-Ad Valorem Revenues generated from Transportation Impact Fees and its apportioned Gas/Fuel Taxes before using these funds for any other purposes to make payment on Reimbursement Invoices. Such priority of Transportation Impact Fees and apportioned Gas/Fuel Taxes is not intended to limit or restrict the Non-Ad Valorem Revenues available to COUNTY to satisfy its obligation in Section 10 hereof, but instead is intended to prioritize the use of Transportation Impact Fees and apportioned Gas/Fuel Taxes to pay Reimbursement Invoices before such Non-Ad Valorem Revenues are used for other obligations of COUNTY. COUNTY agrees that payments for Reimbursement Invoices shall not be made from revenue derived from a municipal service benefit unit or municipal service taxing unit created solely and specifically for the purposes of generating revenue to pay for the regionally-significant roadway segments set forth in Exhibits A and B, or for the Reimbursement Invoices contemplated herein; provided, however, that nothing contained in this Section 10 shall constitute a limitation or restriction on COUNTY'S legitimate use of any lawfully enacted, available means of revenue, including but not limited to ad valorem, non-ad valorem, special assessments, or other revenue source, that may be instituted by COUNTY from time to time.

11. Notice. Whenever either party desires to give notice unto the other, written notice shall be sent via hand delivery, first class mail or overnight courier to:

COUNTY**COMPANIES**

County Administrator

Assistant Director of Development

Sumter County

The Villages Land Company, LLC

7375 Powell Road

3619 Kiessel Road

Wildwood, Florida 34785

The Villages, Florida 32163

Copy to:

Jennifer Rey, Esq.

Brian Hudson, Esq.

The Hogan Law Firm, LLC

3619 Kiessel Road

20 S. Broad Street

The Villages, Florida 32163

Brooksville, Florida 34601

Such addresses may be changed by notice pursuant to this paragraph, but notice of change of addresses is effective only upon receipt.

12. Conflict of Interest. COMPANIES agree that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY, or which would violate or cause others to violate the provisions of Part III, Chapter 12, Florida Statutes, relating to ethics in government. COMPANIES hereby certify that no officer, agent, or employee of COUNTY has any material interest as defined in Section 112.312, Florida Statutes, either directly or indirectly, in the business of COMPANIES, and that no such person shall have any such interest at any time during the term of this Agreement.
13. No Lobbying with Funds. COMPANIES hereby agrees that monies received from COUNTY pursuant to this Agreement shall not be used for the purpose of lobbying the legislature, the judicial branch, or any state or federal agency as defined in Section 216.347, Florida Statutes.

14. Independent Entity. In performing this Agreement, any planning, developing, construction, equipping, operating of any project, or carrying out any of the activities to be carried out by the COMPANIES, COMPANIES acknowledge that it will be acting independently, in the capacity of an independent entity and not as a joint venture, partner, associate, employee, agent or representative of COUNTY.

15. Public Records.

- a. All documents generated by COMPANIES on behalf of COUNTY become the property of COUNTY. COUNTY may require submission of any electronic file version of reports, data, or other submission of documentation produced for or as a result of performance under this Agreement. COMPANIES agree to comply with public records and open meeting requirements as applicable, and as may be required by Florida Public Records Law and Florida Sunshine Law.
- b. COMPANIES are required to: (i) keep and maintain public records required by COUNTY; (ii) upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a reasonable or as otherwise provided by law; (iii) ensure that public records that are exempt or, confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if COMPANIES do not transfer the records to COUNTY; (iv) upon completion of this Agreement, transfer, at no cost, to COUNTY all public records in possession of COMPANIES or keep and maintain public records required by COUNTY.

- c. If COMPANIES transfer all public records to COUNTY upon completion of this Agreement, COMPANIES shall destroy any duplicate public records that are exempt or, confidential and exempt, from public records disclosure requirements. If the COMPANIES keep and maintain public records upon completion of this Agreement, COMPANIES shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.
- d. COMPANIES and COUNTY shall comply with the provisions of Section 119.0701, Florida Statutes, in responding to requests for public records.
- e. **IF THE COMPANIES HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANIES' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-689-4400, Sumter County Board of County Commissioners, 7375 Powell Road, Wildwood, Florida 34785 or via email at Administrative.Services@sumtercountyfl.gov.**

16. No Third Party Beneficiaries. This Agreement is made for the sole benefit of the parties hereto and their respective successors, including any successor-in-interest to the COMPANIES' interest, and is not intended to and shall not benefit any third party. No third party shall have any rights hereunder, or as a result of this Agreement, or any right to enforce any provisions of this Agreement.

17. Indemnification, Insurance and Sovereign Immunity. COMPANIES shall be solely and entirely responsible for its tortious acts and the tortious acts of its agents, employees, or servants during the performance of this Agreement. COMPANIES shall indemnify, defend, and save harmless COUNTY, its agents, employees, and officers from and against all liabilities, claims, demands, or actions at law and equity including court costs and attorney's fees, that may be made or brought by anyone for the purposes of enforcing a claim on account of any injury or damage allegedly caused or occurring to any person or property in which was caused in whole or in part by any tortious, wrongful, or intentional acts or omissions of COMPANIES, its agents, or employees during performance under this Agreement. COMPANIES shall acquire and maintain insurance coverage acceptable to COUNTY. COMPANIES shall provide COUNTY with a certificate of coverage identifying COUNTY as both a Named Insured and a Certificate Holder. The foregoing is not intended, and shall not be construed, as a waiver by COUNTY of the benefits of Section 768.28, Florida Statutes.

18. Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, warlike operation, insurrection, rebellion, revolution, military or usurped power, sabotage or other civil unrest; (d) strikes, embargoes, blockades, labor stoppages, lockouts or slowdowns or other industrial disturbances or inability to obtain

necessary materials or services (e) governmental delay regarding permits or approvals; (f) action by any governmental authority; (g) national or regional emergency; (h) shortage of adequate power or transportation facilities; or (j) other similar events beyond the reasonable control of the party impacted by the Force Majeure Event and provided further, however, that such performance shall be resumed and completed with due diligence and reasonable dispatch as soon as the contingency causing the delay or impossibility shall abate.

19. Entire Agreement; Modification. This Agreement contains the entire agreement of the parties and may not be changed except by written agreement duly executed by the parties hereto. This Agreement supersedes any prior understandings and agreements between the parties, and there are no representations, warranties or oral agreements other than those expressly set forth herein.

20. Assignment. This Agreement shall not be assigned nor may any portion of the obligations contemplated in this Agreement be subcontracted to another party without the prior written approval of COUNTY. No such approval by COUNTY of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of COUNTY. All such assignments and subcontracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that COUNTY shall deem necessary.

21. Corporate Status; Change of Ownership. If COMPANIES are a non-governmental, corporate entity:

- a. *Corporate Status.* COMPANIES shall ensure that the corporate status shall continuously be in good standing and, at all times throughout the Term and any renewal or extension hereof, active and current with the state of its incorporation and

the State of Florida. Failure of the COMPANIES to keep its corporate status active and current shall constitute a material breach under the terms of this Agreement.

- b. *Change of Ownership.* COMPANIES shall notify COUNTY immediately upon any change in corporate ownership or any substitution of the key professional assigned (the “Key Person”) to perform under this Agreement (“Change of Ownership”). COUNTY shall have the option of cancelling this Agreement if a Change of Ownership is not suitable to it, provided however, no cancellation shall relieve the COMPANIES of its obligations to perform the work described herein or for liability for breach of same. A Change of Ownership means the occurrence of any one or more of the following: a sale, lease, or other disposition of 50% or more of the interest or assets of the COMPANIES or corporation; a merger, reverse merger or consolidation with another entity; a transaction wherein a third-party becomes the beneficial owner having fifty (50%) percent or more interest in the corporation or COMPANIES; or fifty (50%) percent or more of the total number of votes that may be cast for any act of the entity.

- 22. Dispute Resolution. All disputes arising out of or in connection with this Agreement shall be attempted to be settled through good-faith negotiation between the parties, followed if necessary within thirty (30) days by professionally-assisted mediation. Any mediator so designated must be acceptable to each party. The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either party in any later proceeding relating to

the dispute. No recording or transcript shall be made of the mediation proceedings. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties. Failing resolution through mediation, either party may file an action in a court of competent jurisdiction or other appropriate remedy available in law or equity as defined herein below.

23. Jointly Drafted. The parties agree that this Agreement is entered into knowingly and voluntarily, after having the opportunity to fully discuss it with an attorney. Having had the opportunity to obtain the advice of legal counsel to review, comment upon, and redraft this Agreement, the parties agree that this Agreement shall be construed as if the parties jointly prepared it so that any uncertainty or ambiguity shall not be interpreted against any one party and in favor of the other, and shall be deemed to have been prepared jointly by the COMPANIES and COUNTY, and any uncertainty or ambiguity existing herein, if any, shall not be interpreted against either party, but shall be interpreted according to the application of the rules of interpretation for arm's-length agreements.

24. Parties Acknowledgement; Parties Bound. COMPANIES and COUNTY acknowledge that they have read this Agreement, and that they understand the terms and conditions herein and that the terms have been fully and completely explained to the parties prior to the execution thereof. Each party acknowledges that the other party has made no warranties, representations, covenants, or agreements, express or implied, except as expressly contained in this Agreement. Further, the parties have caused this Agreement to be executed on their respective behalf by the authorized officer whose signature appears below under their respective name, to be effective as of the date first written above. This Agreement shall be binding upon and inure to the benefit of the parties hereto.

25. Waiver. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.
26. Time is of the Essence. Time shall be of the essence of this Agreement.
27. Survivability. Any provision of this Agreement that obligates any of the parties to perform an obligation either before the commencement of the Term or after the expiration of the Term, or any renewal or extension thereof, shall be binding and enforceable notwithstanding that performance is not within the Term, and the same shall survive.
28. Severability. Whenever possible each provision and term of this Agreement will be interpreted in a manner to be effective and valid but if any provision or term of this Agreement is held to be prohibited or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Agreement.
29. Counterparts. This Agreement may be executed in a number of identical counterparts and a facsimile or electronic/digital copy shall be treated as an original. If so executed, each such counterpart is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
30. Law of the Agreement; Jurisdiction and Venue. The parties agree that the laws of the State of Florida (and the ordinances and regulations of Sumter County, Florida) shall govern any dispute arising out of or related to this Agreement. Venue for any dispute, claim or action arising out of, or related to, this Agreement shall be in the Circuit Court of the Fifth Judicial Circuit in and for Sumter County, Florida. The parties to this Agreement agree that venue

shall lie only in the state courts located in Sumter County, Florida. Removal of this case to federal court is prohibited. Litigation in federal court is precluded by agreement of the parties hereto. Process in any action or proceeding referred to in this paragraph may be served on any party anywhere in the world; such party waives any argument that said party is not subject to the jurisdiction of the state courts located in Sumter County, Florida and the laws of the State of Florida.

31. Attorney's Fees; and Costs of Enforcement. Each party hereto shall bear its own attorneys' fees and costs incurred in resolving any dispute, claim, action or appeal arising out of, or related to, this Agreement.
32. Section and Paragraph Headings. Captions or paragraph headings herein contained are for organizational convenience only, and shall not be construed as material provisions of this agreement or to limit any provisions hereunder.
33. Cooperation; Supplementary Actions. All parties agree to cooperate fully to execute any supplementary documents, and to take any additional actions that may be necessary or appropriate, to give full force and effect to the basic terms and intent of this Agreement, and which are not inconsistent with its terms.
34. Miscellaneous. Whenever the context shall so require, all words in this Agreement of one gender shall be deemed to include the other gender.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the day and
the year above first written.

BOARD OF COUNTY COMMISSIONERS
SUMTER COUNTY, FLORIDA

By: Al Butler
Al Butler, Chairman



ATTEST:

Caroline AlRestimawi
Caroline AlRestimawi, Deputy Clerk

WITNESSES:

Doris A. Pardo
Print Name: Doris A. Pardo

Christi G. Jacquay
Print Name: Christi G. Jacquay

THE VILLAGES LAND COMPANY,
LLC, a Florida limited liability company

BY: TVL Company, LLC,
a Florida limited liability company,
its Manager

By: Kelise Morse Monly
Print Name: Kelise Morse Monly
Title: MANAGER

Doris A. Pardo
Print Name: Doris A. Pardo

Christi G. Jacquay
Print Name: Christi G. Jacquay

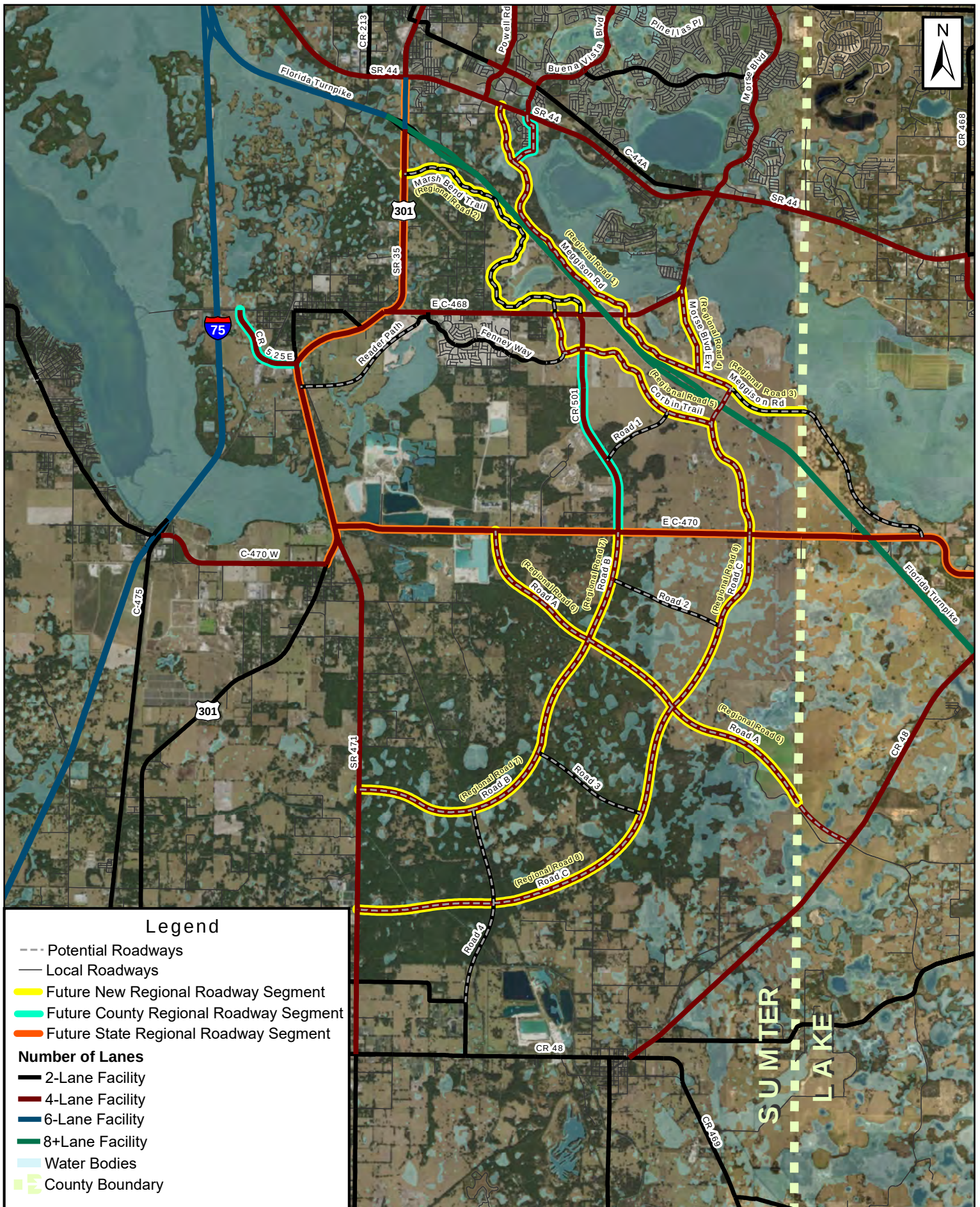
THE VILLAGES DEVELOPMENT
COMPANY, LLC,
a Florida limited liability company

BY: VDC Manager, LLC,
a Florida limited liability company,
its Manager

By: Harper Boone
Name: HARPER BOONE
Title: MANAGER

EXHIBITS

- A. REGIONAL ROADWAY IMPROVEMENTS MAP
- B. REGIONAL ROADWAY IMPROVEMENTS TABLE
- C. EXISTING OBLIGATIONS



SUMTER COUNTY & WILDWOOD ROADWAY NEEDS - FUTURE POTENTIAL NETWORK

Kimley»Horn

© 2018 Kimley-Horn and Associates, Inc.

July 3, 2018

0 4,500 9,000 Ft
Roadways are approximate and not to scale

EXHIBIT A

The Villages

Exhibit B

Future New Regional Roadway Segments		
ROAD	SEGMENT	IMPROVEMENT
MEGISSON	SR 44 SOUTH TO C-468 (WARM SPRINGS AVENUE)	CONSTRUCT 4 LANES
MARSH BEND TRAIL	US 301 SOUTH TO C-468 (WARM SPRINGS AVENUE)	CONSTRUCT 2 LANES
MEGISSON	C-468 (WARM SPRINGS AVENUE) SOUTH TO THE LAKE COUNTY LINE	CONSTRUCT 4 LANES
MORSE BOULEVARD EXTENSION	C-468 SOUTH TO MEGISSON ROAD	CONSTRUCT 4 LANES
CORBIN TRAIL	C-468 (WARM SPRINGS AVENUE) SOUTH PARALLELING C-501 TO C-470	CONSTRUCT 4 LANES
UNNAMED ROAD A	C-470 SOUTH TO THE LAKE COUNTY LINE (TO CONNECT TO C-48)	CONSTRUCT 4 LANES
UNNAMED ROAD B	C-470 SOUTH TO SR 471	CONSTRUCT 4 LANES
UNNAMED ROAD C	C-470 SOUTH AND PARALLELING UNNAMED ROAD B TO SR 471	CONSTRUCT 4 LANES

Future County Regional Roadway Segments

ROAD	SEGMENT	IMPROVEMENT
C-501	NEW ROUNDABOUT SOUTH OF C-468 (WARM SPRINGS AVENUE) TO C-470	EXPAND TO 4 LANES
C-525E	CR 514 NORTH TO THE FUTURE I-75 INTERCHANGE	CONSTRUCT 4 LANES
C-525E	CR 514 TO US 301	CONSTRUCT 4 LANES
BUENA VISTA EXTENSION	EXTEND BUENA VISTA SOUTH FROM SR 44 TO MEGISSON ROAD.	CONSTRUCT 4 LANES

Future State Regional Roadway Segments

ROAD	SEGMENT	IMPROVEMENT
US 301	SR 44 TO C-470W	EXPAND TO 4 LANES
C-470	US 301 TO COUNTY LINE	EXPAND TO 4 LANES

EXHIBIT C – EXISTING DEBT SERVICE OBLIGATIONS

Debt Service	Original Amount
Citizens First – Bank Loan 2018	\$ 30,100,000
US Bank Series 2015B Bond	\$ 24,330,000
TD Bank Series 2015A Loan	\$ 28,602,982
Hancock Bank Series 2003	\$ 7,340,000
Banc of America Motorola Financing	\$ 11,939,641

Appendix B:

TIA for The Villages of Southern Oaks Sixth Comprehensive Plan Amendment (CPA) (November 2019)

MEMORANDUM

To: Martin L. Dzuro
The Villages

From: Richard Barr, AICP
Kimley-Horn and Associates, Inc.

Date: November 7, 2019

Subject: Sixth Amendment to The Villages of Southern Oaks
Comprehensive Plan Amendment Transportation Analysis

This memorandum is in support of the Sixth Amendment to The Villages of Southern Oaks Comprehensive Plan Amendment (CPA) in the City of Wildwood, Florida. The Villages of South Oaks Sixth Amendment area is composed of the following two properties:

- 4,132-acre agricultural-use (AG-10) property referred to as Landstone
- 8,354-acre agricultural-use (AGR) property referred to as Stuart Ranch

The Villages of Southern Oaks Sixth Amendment area along with the potential future roadway network is displayed on **Figure 1**. The Sixth Amendment includes the re-designation of these properties to an age-restricted development (ARD) land use category on the City's Future Land Use Map. The ARD category limits the land use to an age-restricted community like The Villages, uniquely characterized by mixed land uses, an abundance of on-site amenities and social/recreational opportunities, and superior travel connectivity for various travel modes throughout the community.

Land uses allowed under today's Future Land Use Map within The Villages of Southern Oaks Sixth Amendment area are as follows:

- Landstone: 413 residential dwelling units
- Stuart Ranch: 835 residential dwelling units

The Sixth Amendment proposes no new land use intensities in addition to what is currently approved for the Fifth Amendment to The Villages of Southern Oaks. The cumulative land use approved for the Fifth Amendment (and proposed for the Sixth Amendment) to The Villages of Southern Oaks are as follows:

- 60,449 residential dwelling units
- 1,529,000 square feet of office/governmental use
- 12,278,000 square feet of commercial use

As the Sixth Amendment does not increase land use intensities from what is currently approved for the Fifth Amendment to The Villages of Southern Oaks, no additional transportation impacts on the overall area roadway network are expected due to the Sixth Amendment.

The Villages is coordinating with the Florida Department of Transportation (FDOT) District Five to further study the capability of state facilities to accommodate additional traffic from The Villages in the long-term planning horizon and will continue such coordination with FDOT, Lake-Sumter MPO and others beyond this Sixth Amendment CPA submittal.

If you have any questions or need additional information, please feel free to contact me at 850-553-3500 or by email at richard.barr@kimley-horn.com.

Attachments:

Figure 1: The Villages of Southern Oaks Sixth Amendment Area Location Map

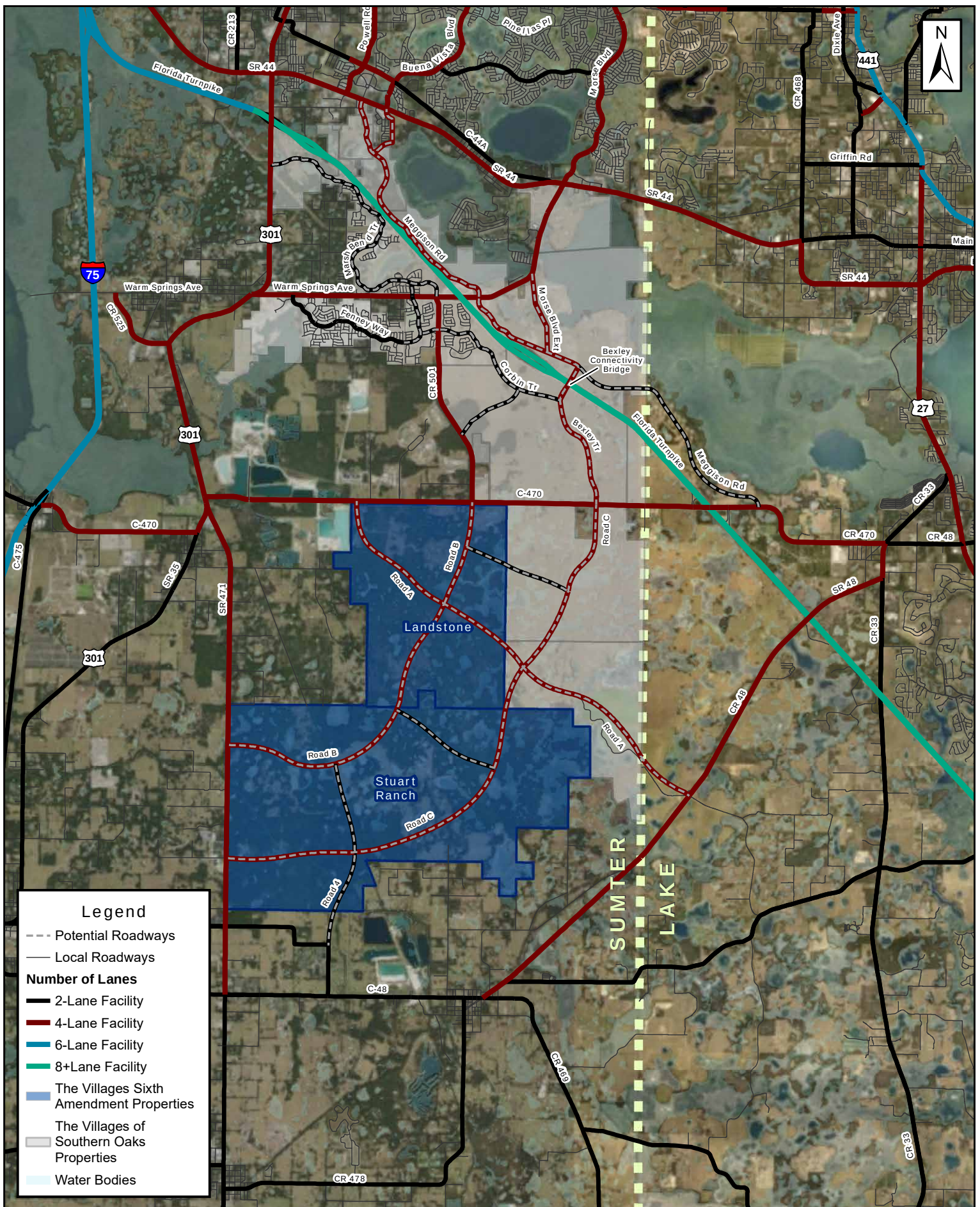


FIGURE 1: SIXTH AMENDMENT AREA LOCATION MAP

Appendix C: 2005 Origin-Destination Survey

Origin-Destination Survey Executive Summary

THE VILLAGES
2005 Origin-Destination Survey

Prepared for:

The Villages of Lake-Sumter, Inc.

Prepared by:

Kimley-Horn and Associates, Inc.

April 2005

© Kimley-Horn and Associates, Inc. 2005

040380050

EXECUTIVE SUMMARY

This Executive Summary of the 2005 Villages Origin-Destination (O-D) Survey Report was prepared to document the various trip characteristics of The Villages residents. The Villages, which is located west of US 27/441 between Ocala and Leesburg, Florida, is a large-scale planned retirement community that is highly self-contained (see Map 1). The community layout includes centrally located non-residential land uses, and was designed so that residents would be able to obtain goods and services internally, thereby reducing external trips. Located internally and nearby the residential areas, The Villages' existing non-residential land uses include two Town Centers (offices, banks, small specialty shops, and restaurants), medical facilities, and shopping centers (grocery stores, drug stores, fast-food establishments, and other stores). In addition, there are a significant number of recreational facilities located throughout The Villages including swimming pools, golf courses, tennis facilities, and other various neighborhood and regional recreation facilities. In addition, many bicycle, pedestrian, and golf cart paths (transportation trails) meander through The Villages, offering alternative internal transportation mode choices to community residents. Use of these alternative modes reduces the number of internal auto trips generated.

As of January 2005, the residential portion of The Villages (non-vested development) is comprised of over 21,000 single family detached homes (with approximately 40,000 residents), in addition to the non-residential portion which is comprised of approximately 1,600,000 square feet of commercial and office floor area, a hospital, and 252 holes of golf.

The Villages' Development Order requires an annual traffic analysis to monitor the existing and future conditions on the roadway system in and around the Villages. The O-D Survey was implemented to obtain and understand the trip making characteristics of the Villages residents, and the results of the O-D Survey are instrumental in the annual traffic analysis of this unique development. The travel diary survey format was employed to collect the travel characteristics of The Villages residents and was administered on January 12, 2005.

SURVEY PURPOSE

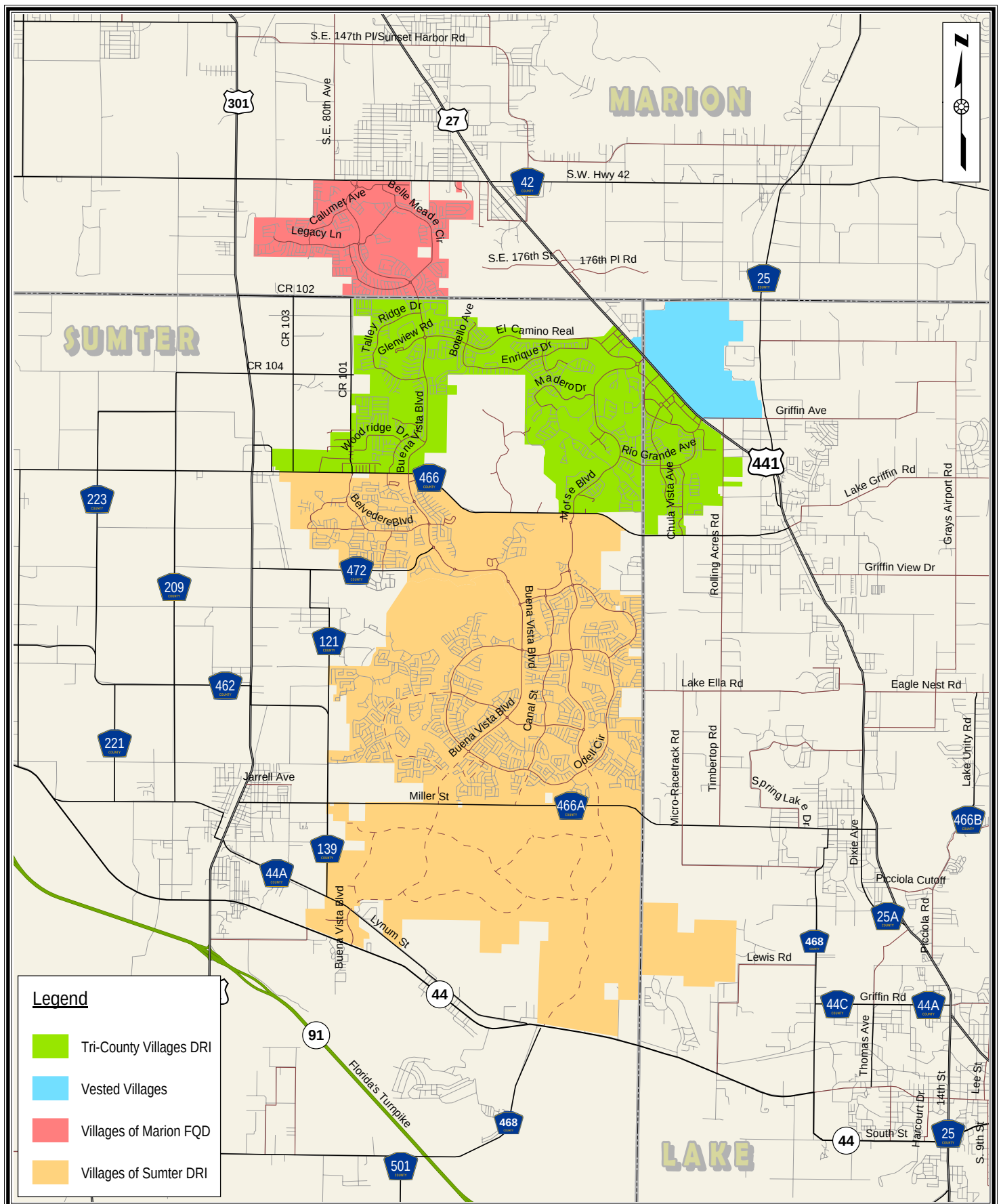
The main purpose of performing this survey was to monitor and update current trip characteristics and patterns reflected in the previous two O-D Surveys completed in 1999 and 2001. Many of the survey results are used as inputs in the annual monitoring traffic analysis for The Villages development.

RESULTS AND ANALYSIS

Survey Response Rate

A total of 1,544 surveys were distributed randomly to non-vested Villages residents. This distribution number was based on the response rate from previous surveys for the development, accounting for seasonal occupancy, and to be able to have 95% confidence in the results based on standard statistical procedures.

Of the 1,544 mailed surveys, 652 surveys were returned, 17 of which were unusable due to reporting errors, resulting in 635 usable surveys. 73 of the 1,544 mailed surveys were returned as undeliverable by the mail service. In most instances the surveys were returned because the resident had moved and no forwarding address was provided.



Kimley-Horn and Associates, Inc.
 © 2005 Kimley-Horn and Associates, Inc.
 3404 Southern Trace
 The Villages, Florida
 32162-7621
 Phone: 352 259 2232 - Fax: 352 259 1584

The Villages

0 0.45 0.9 1.8 2.7 3.6 Miles

Map 1. The Villages Site Location Map

April 2005
 040380050.2.102

The 2005 O-D Survey also engaged in pre-mailings and two information sessions to prepare the respondents prior to the survey date of January 12, 2005. This was done to inform residents as to the importance of their response and the likely benefits of the survey to their community. In addition, there was a “help-line” established so that residents could call in with questions about the survey prior to and during the survey. As a result of these efforts, the survey resulted in a response rate of 44 percent, which was an increase in the response from previous O-D Surveys conducted at The Villages. A 44 percent response rate is considered to be high for a one day travel dairy type survey where no follow-up is possible.

Home-Based Trip Generation Rates

The Villages trip generation rates were measured from the results of the 2005 O-D Survey. The survey results reflect trips made by residents to residential and non-residential land uses. **Table 1** summarizes the results of the trip generation analysis.

Table 1 The Villages O-D Survey Trip Generation Rates By Mode	
Mode	Average Daily/PM Peak Hour Trip Rate per Household
Home-Based Trips Auto Only	4.03/0.31
Home-Based Trips Golf Cart Only	1.52/0.16
Home-Based Trips Auto/Golf Cart	5.55/0.47
Home-Based Trips All Modes	5.68/0.48

Internal/External

Trip internalization was also calculated for daily home-based trips, resulting in a measured rate of 74.8 percent of the auto and golf cart trips being internal to the community, while 25.2 percent of trips were external to the community. This compares to 68 percent and 70 percent of the daily home-based trips being internal to the community as a result of the 1999 and 2001 O-D Surveys.

Trip Purpose

Trip purpose was calculated for home-based trips resulting in the percentages of trips by purpose during the p.m. peak hour. **Table 2** summarizes the results of the trip purpose analysis.

Table 2 The Villages O-D Survey Home-Based Trips By Purpose During The PM Peak Hour	
Purpose	Percentage
Work	3.0%
Shopping	56.6%
Medical Office	7.6%
Social/Rec	13.6%
Golf	13.9%
Other	5.3%
Total	100.0%

Mode Choice

The 2005 Villages O-D Survey also collected data for the type of transportation (mode-choice) used for home-based trips by The Villages residents during the p.m. peak hour. The survey responses included auto, golf cart, bus/public transit, walking, bike, and other modes (such as horse and motorbike). **Table 3** summarizes the results of the mode choice analysis.

Table 3 The Villages O-D Survey Home-Based Trips by Mode During The PM Peak Hour	
Mode	Percentage
Auto	63.9%
Golf Cart	33.4%
Other Modes	2.7%
Total	100%

CONCLUSION

The results of the 2005 Villages O-D Survey illustrate the unique travel characteristics of residents of The Villages community. Currently, The Villages is surrounded by a mixture of undeveloped and developing areas. Other than the development in and around The Villages, significant attractions for residents in these areas are located as much as ten to twenty miles away. The new development taking place in the area surrounding The Villages is creating more and new attractions closer to The Villages development. It is expected that as The Villages continues with commercial development as well as the development of other on-site amenities the percentage of external trips may be reduced as the percentage of internal trips increases. This increase in internalization is clear when a comparison of the 2005 survey results is made with the 1999 and 2001 survey results as the Villages developed additional on-site opportunities for the residents.

The survey data showed that residents of The Villages currently generate 5.55 daily home-based trips per household. This rate includes both auto and golf cart trips. Of these trips, 74.8 percent are internal trips within The Villages and are a result of the mixed-use development patterns, abundant on-site amenities, and convenient transportation system throughout the community that accommodates a wide variety of travel modes. The high internalization of trips is also associated with the characteristics of the retirement population.

The results of this survey suggest that the residential trip-making characteristics of The Villages residents are very different from other residential land use categories reported in ITE's *Trip Generation* and other typical developments in Florida that are required to perform traffic impact analyses. It is concluded that these survey results are reasonable for this particular community. It is also concluded that the results are applicable for calculating residential trip generation, purpose, mode choice, and trip internalization in future studies.

Appendix D: 2008 Origin-Destination Survey

Origin-Destination Survey Executive Summary

2008 Non-Residential Travel Characteristics

The Villages, Florida

Prepared for:
The Villages of Lake-Sumter, Inc.

Prepared by:
Kimley-Horn and Associates, Inc.

©Kimley-Horn and Associates, Inc.
April 2008
040380058

Executive Summary

Introduction

This Executive Summary documents travel characteristics of The Villages non-residential uses collected from the 2008 non-residential Origin-Destination (O-D) survey. The Villages, a large-scale retirement planned community is located in Lake, Sumter, and Marion Counties between Ocala and Leesburg, Florida.

As of February 2008, the residential portion of The Villages (non-vested development west and south of US 27/441) is comprised of over 30,000 single-family detached homes with over 60,000 residents. The non-residential uses include approximately 2,700,000 square feet of commercial and office floor area, a hospital, and 405 holes of golf.

Survey Purpose

The study of non-residential trip characteristics inside The Villages will produce valuable data that will help expand the base of existing information on non-residential travel patterns in the area. This information will be used to facilitate the trip distribution and assignment of non-residential trips to impacted roadway facilities in the study area. Furthermore, the results of the study will provide insight on the driving behavior of users of the system and additional input in identifying and planning for infrastructure investments required to maintain the adopted level of service (LOS) for study area roadway facilities. The results will be used in future traffic studies for The Villages.

Overall Results

Data Collection

During the week of January 7, 2008 for the PM peak period, 3,342 intercept surveys were randomly attempted at seven non-residential locations. A minimum of 1,537 completed surveys were needed to be able to have a minimum of 95% confidence in the results based on standard statistical procedures.

Of the 3,342 intercept surveys attempted, 2,603 surveys were successfully completed resulting in a completion rate of approximately 78 percent while 739 potential interviewees declined to participate. Although care was taken to minimize errors in the collection of the survey information, 277 of the surveys were unusable due to recording errors or incomplete surveys, resulting in 2,326 usable surveys (or approximately 90 percent of the completed surveys). Due to the significant number of usable surveys, it can be concluded with 95% confidence that the following trip characteristics presented in the next section represent the true behavior of the population with an error bound of +/- 2.5%.

Internal/External

The weighted trip internalization for all mode of transportation during the PM peak period was measured at 75.4 percent. This compares to 74.8 percent of the residential home-based trips being internal as measured through the 2005 residential O-D Survey. The raw survey results were weighted according to trip generation (PM peak hour per the Institute of Transportation Engineers (ITE) *Trip Generation*) by area surveyed. This was done to make sure that the number of surveys collected by survey area were consistent with the number of trips generated by survey area. The internal/external split for the raw survey data was 74.6 percent internal and 25.4 percent external.

Trip Purpose

Home based shopping trips made up 69.2 percent of all trips. Home based work, home based social recreation, and home based other made up 5.5 percent, 8.9 percent, and 4.3 percent of the trips respectively. Non-home based trips were 11.8 percent of total trips, while 0.3 percent of all trips originating in The Villages irrespective of purpose had a destination outside of the region.

Mode Choice

Automobiles were used for 78.8 percent of all trips. Golf carts, walk, bike, and transit trips made up 19.1 percent, 1.6 percent, 0.4 percent, and 0.1 percent respectively.

Trip Length (by percentile)

The data suggest that 10 percent of the trips were no more than 0.6 miles, whereas 25 percent were less than or equal to 1.2 miles. The median trip length was 3.1 miles. 75 percent of the trips were no longer than 5.4 miles and 90 percent of all trips taken were less than or equal to 8.4 miles.

Auto Only Analysis

Internal/External

The weighted trip internalization for automobile trips during the PM peak period was 69.7 percent while 30.3 percent of the trips were external to the community. The internal/external split for the raw survey data was 68.9 percent internal and 31.1 percent external.

Trip Purpose

Table 1 summarizes trip purpose results for trips made using automobiles as the mode.

Table 1 The Villages Non-Residential Origin-Destination Survey Trip Purpose (auto only)						
Site Location	Home Based Shopping	Home Based Work	Home Based Social	Home Based Other	Non-Home Based	Internal to External*
Mulberry Grove	81.5%	7.4%	0.0%	4.6%	6.5%	0.0%
Lake Sumter Landing	55.9%	5.1%	21.1%	6.9%	11.0%	1.0%
Buffalo Ridge/Southern Trace	78.0%	6.8%	1.0%	5.5%	8.7%	0.0%
Rolling Acres	76.7%	2.4%	0.0%	0.0%	20.9%	0.0%
Village Center/La Plaza Grande	79.8%	7.2%	5.1%	0.3%	7.6%	0.0%
Spanish Plainses	52.5%	10.8%	10.3%	9.4%	17.0%	0.0%
Spanish Springs	55.7%	4.9%	24.6%	0.0%	14.8%	2.5%
Overall	68.6%	6.4%	8.6%	4.4%	11.6%	0.4%

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*Internal to external represents trips external to the FDOT

District 5 transportation model counties within District 5.

Trip Length

Table 2 shows the trip length of automobile trips by percentile.

Table 2 The Villages Non-Residential Origin-Destination Survey Trip Length Characteristics by Subarea (Auto Only)					
	Percentile				
Subarea	10%	25%	50%	75%	90%
Buffalo Ridge/Southern Trace	0.8	1.5	4.2	6.4	14.3
Mulberry Grove	0.7	0.9	2.0	5.1	11.7
Village Center/La Plaza Grande	0.4	0.8	2.8	5.2	7.2
Spanish Plaines	1.0	1.5	2.8	5.6	17.5
Spanish Springs	0.4	1.1	4.7	6.2	11.3
Rolling Acres	0.5	1.7	4.8	7.0	12.7
Lake Sumter Landing	1.0	2.0	4.0	5.5	11.9
Overall	0.7	1.5	3.9	6.0	11.4

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Conclusion

The Villages internal capture rate for non-residential trips is 75.4 percent for all modes of transportation and 69.7 percent for automobiles only. These percentages reflect the characteristics of a retirement population that is provided with mixed-use development patterns and abundant on-site amenities. It is concluded that these survey results are reasonable for this particular community. It is also concluded that the results are applicable for calculating non-residential trip purpose, mode choice, trip length, and trip internalization in future transportation modeling and traffic studies for The Villages.

Appendix E: Background Growth Rate Determination

Table E1: Background Growth Rate Determination (2040)

Roadway							Daily Model Bkgd		Annual Growth Rates			
From	To	2015	2016	2017	2018	2019	2017	2040	5-Year Trend	Model Growth	BEBR Medium	Rate Used
<u>WARM SPRINGS AV / CR 468</u>												
US 301 / SR 35	CR 513	3,052	3,146	6,732	6,884	10,393	3,954	7,476	35.84%	3.87%	1.48%	3.87%
CR 513	FENNEY WAY	2,359	2,703	5,143	9,663	9,844	4,181	4,911	42.93%	0.76%	1.48%	1.48%
FENNEY WAY	CR 501	2,359	2,703	5,143	9,663	9,844	3,539	4,831	42.93%	1.59%	1.48%	1.59%
CR 501	SR 91 / FLORIDA TURNPIKE	3,119	3,587	5,971	8,991	10,996	5,215	6,116	37.03%	0.75%	1.48%	1.48%
SR 91 / FLORIDA TURNPIKE	MEGGISON RD EXTENSION	4,401	4,638	6,976	9,999	13,344	5,215	6,194	31.96%	0.82%	1.48%	1.48%
MEGGISON RD EXTENSION	NORTH CARTER ACCESS	4,401	4,638	6,976	9,999	13,344	5,215	3,996	31.96%	-1.02%	1.48%	1.48%
NORTH CARTER ACCESS	SANDALWOOD DR	4,401	4,638	6,976	9,999	13,344	5,283	7,770	31.96%	2.05%	1.48%	2.05%
SANDALWOOD DR	SR 44	4,401	4,638	6,976	9,999	13,344	5,182	7,770	31.96%	2.17%	1.48%	2.17%
<u>MORSE BLVD</u>												
C-466A	SR 44	14,669	8,521	16,983	16,677	16,307	9,332	11,990	2.68%	1.24%	1.48%	1.48%
<u>CR 501</u>												
WARM SPRINGS AV	BIGHAM NORTH ACCESS	2,612	3,021	4,070	5,444	6,291	1,668	1,308	24.58%	-0.94%	1.48%	1.48%
BIGHAM NORTH ACCESS	BIGHAM SOUTH ACCESS	2,612	3,021	4,070	5,444	6,291	2,310	1,462	24.58%	-1.60%	1.48%	1.48%
BIGHAM SOUTH ACCESS	CR 500	2,612	3,021	4,070	5,444	6,291	2,310	1,462	24.58%	-1.60%	1.48%	1.48%
CR 500	C-470E	2,581					2,310	1,871		-0.83%	1.48%	1.48%
<u>CR 470</u>												
US 301 / SR 35	NE 50TH WAY	6,515	7,597	7,740			10,021	11,625	4.40%	0.70%	1.48%	1.48%
NE 50TH WAY	CR 501	6,630	7,987	9,966	10,217	9,939	10,568	10,373	10.65%	-0.08%	1.48%	1.48%
CR 501	LAKE COUNTY LINE	6,856	7,905	10,521	9,837	10,669	9,577	12,439	11.69%	1.30%	1.48%	1.48%
<u>CR 48</u>												
C-476	CR 567	6,243	7,403	7,189	6,475	7,150	15,348	12,825	3.45%	-0.71%	1.48%	1.48%
CR 567	CR 569 / NORTH AV	5,944	5,412	6,084	5,709	6,051	15,846	13,154	0.45%	-0.74%	1.48%	1.48%
CR 569 / NORTH AV	LAKE COUNTY LINE	5,056	5,372	5,965			15,812	14,494	-100.00%	-0.36%	1.48%	1.48%
<u>C-476</u>												
C-476A / JASPER ST	SR 471	2,105	2,143	2,595			4,611	1,884	-100.00%	-2.57%	1.48%	1.48%
<u>MEGGISON RD EXTENSION</u>												
SR 44	CR 468							4,327				
CR 468	TURNPIKE OVERPASS							6,491				
TURNPIKE OVERPASS	C-470							5,154				
<u>MORSE BLVD EXTENSION</u>												
WARM SPRINGS AV	MEGGISON RD							4,132				
<u>MARSH BEND TRL</u>												
US 301	CORBIN TRL							63				
CORBIN TRL	CR 501							63				
<u>FENNEY WAY</u>												
WARM SPRINGS AV	CORBIN TRL							0				
<u>CORBIN TRL</u>												
MARSH BEND TRL	WARM SPRINGS AV							0				
WARM SPRINGS AV	FENNEY WAY							80				
FENNEY WAY	CR 501							571				
CR 501	ROAD C							417				
<u>BEXLEY CONNECTIVITY BRIDGE (TURNPIKE OVERPASS)</u>												
MEGGISON RD	CORBIN TRL							2,523				
<u>BEXLEY TRL</u>												
BEXLEY CONNECTIVITY BRIDGE C-470								2,178				
<u>ROAD A</u>												
C-470	ROAD B							1,810				
ROAD B	ROAD C							2,293				
ROAD C	CR 48							4,329				
<u>ROAD B</u>												
C-470	ROAD A							619				
ROAD A	ROAD 3							135				
ROAD 3	ROAD 4							135				
ROAD 4	SR 471							12				
<u>ROAD C</u>												
C-470	ROAD 2							1,913				
ROAD 2	ROAD A							1,913				
ROAD A	ROAD 3							3,223				
ROAD 3	ROAD 4							3,223				
ROAD 4	SR 471							2,900				
<u>ROAD D</u>												
C-470	ROAD A							0				

Table E2: BEBR Growth Rates

County	BEBR Pop Estimate Apr 1, 2017	BEBR Population Projections (April 1)					Medium Rate 2040
		Range	2025	2045	2025	2045	
Lake	331,724	Low	354,500	405,600	0.76%	0.77%	1.90%
		Medium	392,900	509,600	2.05%	1.85%	
		High	426,500	624,200	3.17%	3.04%	
Marion	349,267	Low	355,100	374,700	0.19%	0.25%	1.06%
		Medium	386,100	452,900	1.17%	1.02%	
		High	415,000	545,900	2.09%	1.94%	
Sumter	120,700	Low	138,100	169,400	1.60%	1.39%	3.28%
		Medium	158,900	232,600	3.52%	3.20%	
		High	176,400	301,000	5.13%	5.15%	

Average BEBR Medium Annual Growth Rate for Study Area (Lake, Marion)¹ = 1.48%

¹Sumter County growth, being highly dependent on Villages growth, was excluded in determining background growth rate for the study area.

EXHIBIT 7

UTILITY FRANCHISE AGREEMENT

ORDINANCE NO. O2022-43

AN ORDINANCE OF THE CITY OF WILDWOOD FLORIDA; AMENDING AND RESTATING ORDINANCE NO. O2017-23, ORDINANCE NO. O2019-55 AND ORDINANCE O2020-14; PROVIDING A SHORT TITLE; PROVIDING FINDINGS AND INTENT; GRANTING CERTAIN NON-EXCLUSIVE FRANCHISES TO SOUTH SUMTER UTILITY COMPANY, LLC, SOUTHEAST WILDWOOD WATER CONSERVATION AUTHORITY, LLC, SOUTH SUMTER ELECTRIC COMPANY, LLC, SOUTH SUMTER GAS COMPANY, LLC, MIDDLETON UTILITY COMPANY, LLC, MIDDLETON WATER CONSERVATION AUTHORITY, LLC, GIBSON PLACE UTILITY COMPANY, LLC, AND GIBSON PLACE WATER CONSERVATION AUTHORITY, LLC, THEIR SUCCESSORS AND ASSIGNS (EACH A FRANCHISEE, AND SOMETIMES COLLECTIVELY REFERRED TO HEREIN AS THE "FRANCHISEES"); A FRANCHISE FOR A PERIOD OF THIRTY (30) YEARS FROM THE ADOPTION OF THIS ORDINANCE TO CONSTRUCT, OWN, OPERATE AND MAINTAIN CERTAIN SERVICES AND FACILITIES TO SERVE AREAS WITHIN AND ADJACENT TO THE VILLAGES AGE RESTRICTED DEVELOPMENT; SETTING FORTH THE TERMS AND CONDITIONS UNDER WHICH SUCH FRANCHISES SHALL OPERATE; AMENDING THE FRANCHISE TERRITORY; AMENDING NOTICE PROVISIONS; PROVIDING FOR CONFLICT AND SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. SHORT TITLE. This Ordinance shall be known and may be cited as the "Second Amended and Restated Villages ARD Franchisees Ordinance."

SECTION 2. FINDINGS AND INTENT. The City Commission makes the following findings and intent:

(1) The City of Wildwood, Florida (hereafter "City") exercises control over all publicly dedicated rights-of-way, streets, alleys, bridges, easements, and other public places located within the limits of the City.

(2) Affiliates of the Franchisees are the Owners of that certain real property located in the City of Wildwood being more particularly described on Exhibit "A" attached hereto and incorporated herein (the "Property").

(3) Affiliates of Franchisees will develop the Property in accordance with its zoning and land use approvals for a large-scale active adult community (the "Villages ARD Planned Development").

(4) The Property is currently located within the City's exclusive water, wastewater, and reclaimed water service area.

(5) The City's reclaimed water service is not currently available to the Property.

(6) The City Commission has considered a request submitted by the proposed Franchisees, which are South Sumter Utility Company, LLC, Southeast Wildwood Water Conservation Authority, LLC, South Sumter Electric Company, LLC, South Sumter Gas Company, LLC, Middleton Utility Company, LLC, Middleton Water Conservation Authority, LLC, Gibson Place Utility Company, LLC, and Gibson Place Water Conservation Authority, LLC, to provide potable water and wastewater services, irrigation services with irrigation water, as well as electric and natural gas services to serve the Property.

(7) The aforesaid rights-of-way to be used by the Franchisees are valuable public properties to be dedicated to City by Owners and maintained by the City at great expense to the City's taxpayers, and the right to use said rights-of-way is a valuable property right to the Franchisees.

(8) The City desires to ensure that the aforesaid rights-of-way used by the Franchisees are promptly restored to a safe and secure condition to protect the health, safety and welfare of the citizens and residents of the City.

(9) State statutes, City ordinances, and the City Charter authorize the City to grant non-exclusive franchises for the purposes set forth herein.

(10) The City Commission amended certain terms of the Franchise granted to the South Sumter Utility Company, LLC pursuant to Ordinance O2017-23 and O2019-55.

(11) Further, the City terminated the Wholesale Potable Water and Wastewater Agreement entered into on September 14, 2017 as recorded in the Official Records Book 3276, Page 117, Public Records of Sumter County, Florida, through a territory and emergency services agreement.

(12) Pursuant to the termination of the Wholesale Potable Water and Wastewater Agreement, the City terminated the Grant of Easement as recorded in Official Record Book 3429, Page 375, Public Records of Sumter County, Florida.

(13) It is the further intent of the City Commission that as additional Villages ARD Planned Development property is added to the Property, the City will approve further

amendments to Ordinance O2017-23 and Ordinance O2019-55 expanding the boundary as it did in Ordinance O2020-14.

(14) After due deliberation and full consideration, the City Commission has determined to amend and restate Ordinance No. O2019-55 which granted a franchise to South Sumter Utility Company, LLC, Southeast Wildwood Water Conservation Authority, LLC, South Sumter Electric Company, LLC, and South Sumter Gas Company, LLC, to provide such services, subject to the terms and conditions set forth below.

SECTION 3. DEFINITIONS. For the purposes of this Ordinance, the following terms shall have the meaning given herein:

(a) The term "City" shall mean the City of Wildwood, Florida.

(b) The term "Customers" shall mean and include any and all organizations, firms, entities, or persons who may desire or require Franchisees' services for land located within the Franchise territory.

(c) The term "Franchisees" shall mean South Sumter Utility Company, LLC, a Florida limited liability company, Southeast Wildwood Water Conservation Authority, LLC, a Florida limited liability company, South Sumter Electric Company, LLC, a Florida limited liability company, South Sumter Gas Company, LLC, a Florida limited liability company, Middleton Utility Company, LLC, a Delaware limited liability company, Middleton Water Conservation Authority, LLC, a Delaware limited liability company, Gibson Place Utility Company, LLC, a Florida limited liability company and Gibson Place Water Conservation Authority, LLC, a Florida limited liability company. Franchisees shall also include any entity that is assigned the franchise rights of any Franchisee, in accordance with this Ordinance.

(d) The term "Franchise" or "Franchise Agreement" shall mean this Villages ARD Franchisees Ordinance and Agreement, as passed and adopted by the City and accepted by each Franchisee.

(e) The term "Franchise Territory" shall mean the following: (i) the area of the City more particularly described in **Exhibit "A"** attached hereto and incorporated herein, which area includes the Property and certain public right-of-way located adjacent to the Property; (ii) any and all streets, alleys, public ways or easements, and public property or places that may now or hereafter exist within the area of the City; and (iii) any other property that may be approved by the City from time to time for development as part of the Villages ARD Planned Development, provided such additional property must be added as an amendment to this franchise by ordinance, less and except that portion of the City lying within the Brownwood community.

(f) The term "Operating Revenues" for each Franchisee shall mean all user fees collected by Franchisees from the sale of such services provided by that Franchisee to Customers within and throughout the Franchise Territory. Operating Revenues shall not include Customer deposits, meter fees, fees or improvements received as

contributions-in-aid-of-construction, sales taxes, municipal public service taxes, franchise fees, or other non-user fees or charges derived from the operation of the services of such Franchisee.

(g) The term "Systems" shall have the meaning as herein defined in Section 5.

SECTION 4. AUTHORITY. This Ordinance is being adopted pursuant to the City's Charter, relevant special acts, and Chapter 166, Florida Statutes (2021).

SECTION 5. GRANT OF AUTHORITY. There is hereby granted by the City to each Franchisee the non-exclusive right, privilege, and franchise to erect, construct, operate, and maintain the Systems and related facilities, including but not limited to pump, stations, wells, mains, pipes, supply pipes, conduits, ducts, service connections, manholes, control devices, and any other hardware or other appurtenances used as a means of producing, treating, conveying distributing, or selling certain services authorized by this Ordinance in Section 7 to any person or entity to be supplied by each Franchisee within the Franchise Territory and to sell and distribute such services to Customers within and throughout the Franchise Territory (hereinafter collectively referred to as "Systems"). The foregoing rights granted to each Franchisee shall be non-exclusive, but the City agrees, as part of the consideration for the granting of the purchase option set forth in this Franchise, to refrain from granting a similar franchise within the Franchise Territory to any other private, non-governmental entity or person at any time during the period of this Franchise, except for pre-existing franchises. The Franchisees each acknowledge that the City currently has Franchise Agreements with TECO (Ordinance No. O2009-13) dated August 9, 2009, Duke Energy (Ordinance No. 289) dated May 13, 1996, SECO (Ordinance No. O2020-68) dated November 9, 2020, Wildwood Utility Dependent District (Ordinance No. 02021-45) dated August, 23, 2021, and The City of Leesburg, Florida (Ordinance Nos. O2018-14 and O2020-31) dated February 26, 2018 and July 27, 2020, respectively. To the extent that any or all of these Franchise Agreement conflict with or supersede any Franchisee's rights under this Franchise Agreement, no Franchisee shall interfere with or challenge the prior rights of TECO, Duke Energy, SECO, Wildwood Utility Dependent District and/or the City of Leesburg, Florida.

SECTION 6. NATURE OF FRANCHISE; POWERS RETAINED BY CITY. Once this Villages ARD Franchisees Ordinance becomes final, it shall be deemed both a contract with each Franchisee and a legislative act as provided under Florida law. Each Franchise is subject to all franchises and permits heretofore granted by the City Commission to use the streets, alleys, lanes, and public places of the City by public utility or public service corporations. It is not intended by the grant of this Franchise to abridge the exercise of the police power of the City. The grant of these Franchises is subject to all ordinances and resolution of the City Commission as the same now exist or may be hereafter amended, revised or modified to the extent no inconsistent with the terms of this Franchise. Each Franchisee shall at all times continue to be subject to all applicable public service taxes (Section 166.231, Florida Statutes), ad valorem taxes (Section 166.211, Florida Statutes), and such other applicable taxes, charges or fess as may be

lawfully authorized by the Florida Constitution, the general or special laws of the State of Florida, the provisions of the Municipal Home Rule Powers Act (Chapter 166, Florida Statutes), or the ordinances of the City, subject to the provisions of Section 5 and to the extent that such ordinances are not preempted, as a matter of law, by federal or state law. Each Franchisee shall, at all time, during the life of these Franchises, be subject to all lawful exercises of police power by the City, and to such reasonable laws, rules, and regulation as the City shall hereafter, by resolution or ordinance provide, including, but not limited to, any ordinances pertaining to excavation, reconstruction, and development requirements and standards.

SECTION 7. GRANT OF FRANCHISES.

(a) **Franchise Granted to South Sumter Utility Company, LLC.** The Franchise being granted to South Sumter Utility Company, LLC is to construct, operate and maintain a Potable Water Distribution System and a Wastewater Collection, Treatment and Disposal System, pursuant to the provisions of Section 5 above.

For the Water System, Franchisee is authorized to:

- (1) Provide water treatment facilities for the production and treatment of potable water for domestic, commercial and industrial purposes in accordance with applicable regulatory standards.
- (2) Provide potable water distribution lines and related facilities.

For the Wastewater System, the Franchisee is authorized to:

- (1) Provide wastewater treatment facilities for the treatment of domestic, commercial and industrial wastewater in accordance with applicable regulatory standards;
- (2) Provide wastewater collection lines and related facilities for the collection and transmission of wastewater to the wastewater treatment facilities;

Operation and maintenance costs of the water and wastewater systems shall be the sole responsibility of Franchisee and are considered applicable costs to be included in rates, fees and charges of the Franchisee, along with cost for construction of said facilities in addition to other costs generally accepted in the computation of rates, fees and charges for Investor Owned Utilities.

In addition to the Franchisee Fee provided herein, South Sumter Utility Company, LLC agrees to pay Pilot Fees at the same time and manner as the Franchise Fees provided for herein. The Pilot Fee shall be calculated on a per ERC basis and charged at the time each ERC commences utilizing the service of the wastewater system. The fee initially shall be an estimate of the Average Depreciation Value of the capital facilities of the wastewater system which equals the estimated initial cost of construction plus depreciable value at the end of the franchise term divided by two; divided by the total number of ERC to be served by

said capital facilities; times the City's current millage rate; divided by 12 months. The initial Pilot Fee is \$0.85 per ERC per month. The Pilot Fee may be reviewed and adjusted in five (5) year increments during the term of this franchise.

(b) **Franchise Granted to Southeast Wildwood Water Conservation Authority, LLC.** For Wastewater disposal, the Franchisee will utilize treated effluent to the greatest degree possible as Irrigation Water, along with supplemental water sources as provided for herein. The responsibility for operating and maintaining the Irrigation System for disposal of wastewater effluent shall be the responsibility of Southeast Wildwood Water Conservation Authority, LLC (SEWWCA), which is granted the franchise, pursuant to the terms of this Ordinance.

Irrigation System shall mean all improvements, facilities and systems used or useful to serve the Franchise Territory with Irrigation Water. The source of such Irrigation Water may be derived from stormwater, irrigation wells permitted by the applicable water management district, other non-potable sources of water, or any combination thereof.

(c) **Franchise Granted to South Sumter Electric Company, LLC.** For electric power distribution and related facilities, South Sumter Electric Company, LLC is granted the franchise pursuant to the provisions of this Ordinance. The Franchisee shall be responsible for constructing, operating and maintaining the facilities in accordance with Section 5. The Franchisee shall pay to the City a franchise fee as provided in this Ordinance.

(d) **Franchise Granted to South Sumter Gas Company, LLC.** For natural gas distribution and related facilities, South Sumter Gas Company, LLC is granted the franchise pursuant to the provisions of this Ordinance. The Franchisee shall be responsible for constructing, operating and maintaining the facilities in accordance with Section 5. The Franchisee shall pay to the City a franchise fee as provided in this Ordinance.

(e) **Franchise Granted to Middleton Utility Company, LLC.** The Franchise being granted to Middleton Utility Company, LLC is to construct, operate and maintain a Potable Water Distribution System and a Wastewater Collection, Treatment and Disposal System, pursuant to the provisions of Section 5 above.

For the Water System, Franchisee is authorized to:

- (1) Provide water treatment facilities for the production and treatment of potable water for domestic, commercial and industrial purposes in accordance with applicable regulatory standards.
- (2) Provide potable water distribution lines and related facilities.

For the Wastewater System, the Franchisee is authorized to:

(1) Provide wastewater treatment facilities for the treatment of domestic, commercial and industrial wastewater in accordance with applicable regulatory standards;

(2) Provide wastewater collection lines and related facilities for the collection and transmission of wastewater to the wastewater treatment facilities;

Operation and maintenance costs of the water and wastewater systems shall be the sole responsibility of Franchisee and are considered applicable costs to be included in rates, fees and charges of the Franchisee, along with cost for construction of said facilities in addition to other costs generally accepted in the computation of rates, fees and charges for Investor Owned Utilities.

In addition to the Franchisee Fee provided herein, Middleton Utility Company, LLC agrees to pay Pilot Fees at the same time and manner as the Franchise Fees provided for herein. The Pilot Fee shall be calculated on a per ERC basis and charged at the time each ERC commences utilizing the service of the wastewater system. The fee initially shall be an estimate of the Average Depreciation Value of the capital facilities of the wastewater system which equals the estimated initial cost of construction plus depreciable value at the end of the franchise term divided by two; divided by the total number of ERC to be served by said capital facilities; times the City's current millage rate; divided by 12 months. The initial Pilot Fee is \$0.85 per ERC per month. The Pilot Fee may be reviewed and adjusted in five (5) year increments during the term of this franchise

(f) **Franchise Granted to Middleton Water Conservation Authority, LLC.** For Wastewater disposal, the Franchisee will utilize treated effluent to the greatest degree possible as Irrigation Water, along with supplemental water sources as provided for herein. The responsibility for operating and maintaining the Irrigation System for disposal of wastewater effluent shall be the responsibility of Middleton Water Conservation Authority, LLC, which is granted the franchise, pursuant to the terms of this Ordinance

Irrigation System shall mean all improvements, facilities and systems used or useful to serve the Franchise Territory with Irrigation Water. The source of such Irrigation Water may be derived from stormwater, irrigation wells permitted by the applicable water management district, other non-potable sources of water, or any combination thereof.

(g) **Franchise Granted to Gibson Place Utility Company, LLC.** The Franchise being granted to Gibson Place Utility Company, LLC is to construct, operate and maintain a Potable Water Distribution System and a Wastewater Collection, Treatment and Disposal System, pursuant to the provisions of Section 5 above.

For the Water System, Franchisee is authorized to:

(1) Provide water treatment facilities for the production and treatment of potable water for domestic, commercial and industrial purposes in accordance with applicable regulatory standards.

- (2) Provide potable water distribution lines and related facilities.

For the Wastewater System, the Franchisee is authorized to:

- (1) Provide wastewater treatment facilities for the treatment of domestic, commercial and industrial wastewater in accordance with applicable regulatory standards;
- (2) Provide wastewater collection lines and related facilities for the collection and transmission of wastewater to the wastewater treatment facilities;

Operation and maintenance costs of the water and wastewater systems shall be the sole responsibility of Franchisee and are considered applicable costs to be included in rates, fees and charges of the Franchisee, along with cost for construction of said facilities in addition to other costs generally accepted in the computation of rates, fees and charges for Investor Owned Utilities.

In addition to the Franchisee Fee provided herein, Gibson Place Utility Company, LLC agrees to pay Pilot Fees at the same time and manner as the Franchise Fees provided for herein. The Pilot Fee shall be calculated on a per ERC basis and charged at the time each ERC commences utilizing the service of the wastewater system. The fee initially shall be an estimate of the Average Depreciation Value of the capital facilities of the wastewater system which equals the estimated initial cost of construction plus depreciable value at the end of the franchise term divided by two; divided by the total number of ERC to be served by said capital facilities; times the City's current millage rate; divided by 12 months. The initial Pilot Fee is \$0.85 per ERC per month. The Pilot Fee may be reviewed and adjusted in five (5) year increments during the term of this franchise.

(h) **Franchise Granted to Gibson Place Water Conservation Authority, LLC.** For Wastewater disposal, the Franchisee will utilize treated effluent to the greatest degree possible as Irrigation Water, along with supplemental water sources as provided for herein. The responsibility for operating and maintaining the Irrigation System for disposal of wastewater effluent shall be the responsibility of Middleton Water Conservation Authority, LLC, which is granted the franchise, pursuant to the terms of this Ordinance.

Irrigation System shall mean all improvements, facilities and systems used or useful to serve the Franchise Territory with Irrigation Water. The source of such Irrigation Water may be derived from stormwater, irrigation wells permitted by the applicable water management district, other non-potable sources of water, or any combination thereof.

SECTION 8. INDEMNIFICATION; INSURANCE.

(a) Each Franchisee or its subcontractors shall indemnify and hold harmless the City, its agents, elected or appointed officials, officers and employees from any and all liability, claims, demands, damages, expenses, fees, penalties, suits, proceedings, actions and cost of actions (including attorneys' fees and costs at trial and on appeal), of

any kind or nature, arising or growing out of, or any way connected with the exercise by Franchisees of its rights contained herein.

(b) Each Franchisee or its subcontractors shall procure and maintain, for the duration of this Franchise, insurance of the types and limits specified below:

(1) Comprehensive General Liability - bodily injury and property damage coverage shall be for not less than \$1,000,000.00 per occurrence and not less than \$1,000,000.00 in the aggregate. The City shall be named as an additional insured on the policy.

(2) Business Automobile Liability - business automobile liability coverage shall be in a combined single limit of not less than \$500,000.00 per occurrence. The City shall be named as an additional insured on the policy.

(3) The City Commission for the City of Wildwood shall have the right to reassess and adjust the required amount of liability insurance required under this Section every five (5) years, if necessary. In so doing, the City Commission shall take into consideration all relevant factors, including, but not limited to, the rate of inflation, changes in law, and information related to risk assessment for the City. Whenever the City Commission exercises its right to reassess the amount of liability insurance required, the Franchisees shall have the right to present any information that they deem relevant to the City Commission's determination regarding the same.

SECTION 9. SERVICE STANDARDS. Franchisees shall maintain and operate its Systems and facilities and render efficient service in accordance with the rules and regulations as are, or may be, set forth by the City and/or other agency and/or entity with jurisdiction to regulate and/or promulgate rules regarding Franchisees' operations.

SECTION 10. PAYMENTS TO THE CITY.

(a) In consideration for the granting of each Franchise, each Franchisee (or its successors or assigns, as applicable), shall pay to the City (or its successors), an annual amount which will equal five percent (5%) of each Franchisees' annual gross Operating Revenues taken in and received by it for providing all aspects of services provided by each Franchisee to its Customers within the Franchise Territory, as now or hereafter constituted. Each Franchisee shall be permitted to collect the franchise fees provided for under this Franchise from its retail customers receiving said service as a line item on its retail bills. Each Franchisee may not incorporate any franchise fee into its other rates for service.

(b) The Franchisees shall pay the franchise fee provided by this section semi-annually on January 1 and July 1 of each year during the term of this franchise. Any payments not made by the Franchisees within 20 days after the date said payment is due, shall thereafter be payable with interest at the rate of fifteen percent (15%) per annum.

(c) Each Franchisee shall at all times continue to be subject to and shall pay to the City all legally authorized and applicable public service taxes, ad valorem taxes (intangible, personal, real), occupational taxes, and any and all other valid tax, levied or imposed by the City. Such charges and fees shall include but not be limited to licensing, permit fees, development review and inspection fees and all other such fees including fees, charges, taxes and/or assessments validly adopted and/or imposed during the term of this Franchise Agreement.

(d) The franchise fee payments, together with any interest that may apply, shall be made by wire transfer or other electronic means.

SECTION 11. RECORDS AND REPORTS. The City or its designated representative shall have the right during the term of each Franchise to examine, at all reasonable business hours, all of each Franchisee's plans, contracts, engineering, accounting, finance, statistical, customer and service records relating to performance under this Ordinance; provided, however, that the City expressly acknowledges and agrees that each Franchisee may redact proprietary information and any private customer information from such documents and records prior to making the same available to the City for examination hereunder. The City agrees to keep any information it obtains confidential to the maximum extent possible under Florida's public records law. As well, each Franchisee shall provide directly to the City an annual summary report showing gross revenues received by each Franchisee from its operations within the City during the preceding fiscal year and such other information as the City shall request with respect to properties, quality control, and expenses related to each Franchisee service within the City. The City may audit the financial records of each Franchisee for the purpose of determining that proper collection or payment of franchise fees is being made by each Franchisee in accordance with this Ordinance at the City's initial expense. Each Franchisee shall cooperate with and make available those records necessary for City to perform the audit. If the audit demonstrates that payment or collection of franchise fees is more than 5% less than the semi-annual amount that should have been paid or collected, each Franchisee shall, in addition to paying the fees that should have been paid or collected, pay the cost of the audit.

SECTION 12. RATES.

(a) Each Franchisee may charge to Customers such service rates and fees not in excess of those rates and fees set forth herein or as approved by the Florida Public Service Commission, or if not governed by the Florida Public Service Commission, then as approved by the City (hereinafter the "Approved Rates and Fee Schedule").

(b) From time to time, each Franchisee shall have the ability to apply to the City for changes to the Approved Rates and Fees Schedule. Requests for increases to the Approved Rates and Fees Schedule that do not exceed the rate of inflation determined by the Consumer Price index (CPI) for Utilities published by the U.S. Bureau of Labor Statistics appropriately adjusted for the calendar year (January 1st to December 31st)

preceding the calendar year in which the request is made shall not require an approval hearing of the City Commission; provided, however, that each Franchisee may only file one such request per calendar year. All other requests for changes to the Approved Rate and Fee Schedules shall be just, fair, and reasonable and require City Commission approval in a duly noticed public hearing. **NOTE:** In no event, will the actual annual rate adjustment be less than positive two percent (2%), and no greater than positive four percent (4%).

(c) Each Franchisee shall be responsible for the billing and collection of all fees and rates charged to Customers of the services authorized to each Franchisee by this Ordinance.

SECTION 13. TRANSFER OR ENCUMBRANCE OF FRANCHISES. No Franchisee may assign or otherwise transfer its franchise rights except with the prior written consent of the City expressed by an ordinance, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the City hereby consents to the following transfers: (i) any assignment of Franchisees' franchise rights to a third party owned, controlled or managed, directly or indirectly, by Franchisees; (ii) any assignment of Franchisees' franchise rights to the Community Development District that has been approved by the City, pursuant to Chapter 190, Florida Statutes, for the Property, or a special dependent or independent district created pursuant to the provisions of Chapter 189, Florida Statutes; and with such new Franchise entity assuming all of the duties and obligations of the assigning Franchise. Franchisees shall be released from all obligations set forth in this Ordinance upon the assignment of its rights in accordance with this Section and upon the written acceptance by assignee of the obligations so assigned by Franchisees.

SECTION 14. FORFEITURE OF FRANCHISE; NON-COMPLIANCE. In the event of a material default by any Franchisee with respect to its obligations under this Ordinance, the City shall provide written notice of such default to such Franchisee. In the event that Franchisee fails to cure the alleged material default within sixty (60) days of its receipt of such notice from the City, then the City shall be entitled: (i) to file an action against that Franchisee for specific performance of its obligations under this Ordinance; (ii) to file an action against Franchisees for damages actually incurred by City by reason of Franchisee's default of its obligations under this Ordinance, provided in no event shall City be entitled to recover any consequential, indirect, special, speculative, punitive or exemplary damages from Franchisee; or (iii) to file an action against Franchisee to terminate the Franchise as to that Franchise.

SECTION 15. TERM OF FRANCHISE. This Franchise and the rights herein granted to each Franchisee shall take effect after final passage of this Ordinance, as required by law, and full execution by all parties, and shall continue in full force and effect for a term of thirty (30) years after the date on which the Franchise Agreement was accepted by Franchisee in accordance with Section 16 below. The City recognizes that this Ordinance may be amended in the future ("Ordinance Amendment") to incorporate additional property which pursuant to Section 3(e) will become part of the Franchise

Territory. As additional areas are brought within the Franchise Territory, such Ordinance Amendment shall extend the term of the Franchise thirty (30) years from the effective date of each such amendment. At such time as any Franchise interest is conveyed to a community development district, dependent district or independent district (the "District") as may be created pursuant to Chapters 189 and 190, Florida Statutes, notice shall be provided to the City and, upon request by the District, the City will undertake deliberations to consider granting a thirty (30) year Franchise to the District, for the area within the District, under the same terms and conditions of the transferring Franchise.

SECTION 16. ACCEPTANCE. This Franchise is hereby granted upon the condition that, within thirty (30) days after the date of passage of this Ordinance, the Franchisee shall file with the City Clerk its acceptance of the terms and conditions of this Franchise, which acceptance shall be in writing, duly executed by or on behalf of the Franchisee and contain the Franchisee's address.

SECTION 17. SEVERABILITY. Notwithstanding the fact that each Franchise is a separate contract with each Franchisee, should any section or provision of this Franchise or any portion thereof, the deletion of which would not adversely affect (in the general sense) the receipt of any material benefits or, substantially increase the burden of any party hereunder, be declared by a judicial or administrative tribunal of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder, as a whole or any part thereof, other than the part declared to be invalid. In the event of any such partial invalidity, the City and Franchisee shall meet and negotiate in good faith to obtain a replacement provision that is in compliance with the judicial or administrative authority's decisions and consistent with the original intent of the parties as contained herein. If such decision is fundamental to or alters the essence of this Franchise, then the parties agree to negotiate a new franchise agreement.

SECTION 18. GOVERNING LAW AND VENUE. The rights and privileges granted to Franchisees by this Franchise shall at all times be subordinate and inferior to the rights of the public in and to the ordinary use of the Public Rights-of-Way and nothing in this Franchise shall be considered as a surrender by the City of its right and power to use and relocate the use of its rights-of-way. In the event that any legal proceeding is brought to enforce the terms of this Franchise, the same shall be brought in Sumter County, Florida.

SECTION 19. NOTICES. Except in exigent circumstances, and except as otherwise specifically provided in this Franchise, all notices by either City or Franchisee to the other shall be made by either depositing such notice in the United States Mail, Certified Mail return receipt requested or by facsimile. Any notice served by certified mail return receipt shall be deemed delivered five (5) days after the date of such deposit in the United States Mail unless otherwise provided. Any notice given by facsimile is deemed received by next Business Day. "Business Day" for purposes of this Section shall mean Monday through Friday, with Saturday, Sunday and City and Franchisee observed holidays excepted. All notices shall be addressed as follows:

As To City: City of Wildwood
Attn: Jason McHugh, AICP
City Manager
100 N. Main Street
Wildwood, FL 34785

With Copy to: Ashley S. Hunt, Esq.
Hunt Law Firm, P.A.
601 S. 9th Street
Leesburg, FL 34748

With Copy to: City of Wildwood
Attn: Susan Patterson
City Clerk
100 N. Main Street
Wildwood, FL 34785

As To Franchisees:

South Sumter Utility Company, LLC
3619 Kiessel Road
The Villages, Florida 32163

Southeast Wildwood Water Conservation Authority, LLC
3619 Kiessel Road
The Villages, Florida 32163

South Sumter Electric Company, LLC
3619 Kiessel Road
The Villages, Florida 32163

South Sumter Gas Company, LLC
3619 Kiessel Road
The Villages, Florida 32163

Middleton Utility Company, LLC
3619 Kiessel Road
The Villages, Florida 32163

Middleton Water Conservation Authority, LLC
3619 Kiessel Road
The Villages, Florida 32163

Gibson Place Utility Company, LLC
3619 Kiessel Road
The Villages, Florida 32163

Gibson Place Water Conservation Authority, LLC,
3619 Kiessel Road
The Villages, Florida 32163

With Copy to:

South Sumter Utility Company, LLC
Attention: Kelsea Morse Manly
3619 Kiessel Road
The Villages, Florida 32163

Southeast Wildwood Water Conservation Authority, LLC
Attention: Kelsea Morse Manly
3619 Kiessel Road
The Villages, Florida 32163

South Sumter Electric Company, LLC
Attention: Kelsea Morse Manly
3619 Kiessel Road
The Villages, Florida 32163

South Sumter Gas Company, LLC
Attention: Kelsea Morse Manly
3619 Kiessel Road
The Villages, Florida 32163

Middleton Utility Company, LLC
Attention: Kelsea Morse Manly
3619 Kiessel Road
The Villages, Florida 32163

Middleton Water Conservation Authority, LLC
Attention: Kelsea Morse Manly
3619 Kiessel Road
The Villages, Florida 32163

Gibson Place Utility Company, LLC
Attention: Kelsea Morse Manly
3619 Kiessel Road
The Villages, Florida 32163

Gibson Place Water Conservation Authority, LLC,
Attention: Kelsea Morse Manly
3619 Kiessel Road
The Villages, Florida 32163

Notice shall be given as required by this Franchise and for all other emergencies. Notice shall be provided to the above-named addressees unless directed otherwise in writing by the City or Franchisee.

SECTION 20. NON-WAIVER PROVISION. The failure of either Party to insist in anyone or more instances upon the strict performance of anyone or more of the terms or provisions of this Franchise shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by either party unless said waiver or relinquishment is in writing and signed by the Parties.

SECTION 21. COMPLETE AGREEMENT. This Franchise together with the exhibits (as may be amended from time to time in accordance with the terms hereof) represents the entire agreement of the Parties and supersedes all prior representations whether oral or in writing with respect to the rights of the Parties.

SECTION 22. RIGHT OF ACQUISITION BY CITY. The City shall have the right to purchase and take over the property and services of the South Sumter Utility Company, LLC Franchise, Middleton Utility Company, LLC, and/or Gibson Place Utility Company, LLC Franchise at the expiration of the term, unless the City requests to extend the Franchise(s) for an additional thirty (30) years. In the event the City desires to extend the Franchise(s), the City shall provide official notice to the Franchisee(s) one year in advance of the expiration of the term. In the event the City does not extend the Franchise(s), the City shall have the right to purchase and take over the property and services of the South Sumter Utility Company, LLC Franchise, Middleton Utility Company, LLC, and/or Gibson Place Utility Company, LLC Franchise, subject to this Ordinance by providing an official notice upon South Sumter Utility Company, LLC Franchisee, Middleton Utility Company, LLC Franchisee, and/or Gibson Place Utility Company, LLC Franchisee to that effect and payment to Franchisee(s) of the price. The Franchisee(s) shall execute such deeds or instruments of conveyance to the City as shall be required to convey to the City title to the property in fee simple, free from any and all liens and encumbrances. The price shall be based upon fair market value as determined by mutual agreement or non-binding arbitration. Each side shall pay its own attorneys' fees.

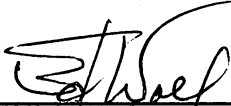
SECTION 23. AMENDMENTS TO FRANCHISE AGREEMENT. Changes in the terms and conditions to this Franchise Agreement may be made by written agreement between the City and the Franchisee.

SECTION 24. ORDINANCES REPEALED. All ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed as of the effective date.

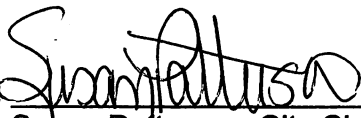
SECTION 25. EFFECTIVE DATE. This Ordinance granting a franchise to Franchisee shall take effect immediately upon becoming a law; provided, however, this Ordinance shall become effective only upon the written acceptance of Franchisee all as provided in Sections 15 and 16 hereinabove.

DONE AND ORDAINED this 27th day of June, 2022, by the City Commission of the City of Wildwood, Florida.

**CITY COMMISSION
CITY OF WILDWOOD, FLORIDA**



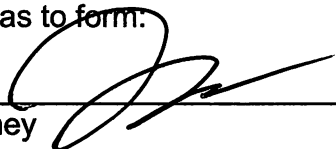
Ed Wolf, Mayor

ATTEST: 

Susan Patterson, City Clerk

First Reading: 6-13-2022

Second Reading: 6-27-2022

Approved as to form:


City Attorney

**FRANCHISE AREA
AMENDED & RESTATED
JUNE 2022**

PARCEL 1

THOSE PORTIONS OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 17, LYING SOUTH OF STATE ROAD 44; LESS RIGHT-OF-WAY FOR COUNTY ROAD 179;

ALSO LESS: THE EAST 420.00 FEET THEREOF;

TOGETHER WITH:

BEGIN 33.00 FEET EAST OF THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 17; THENCE SOUTH PARALLEL WITH THE WEST LINE THEREOF 600.83 FEET TO THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1922, PAGE 447, AS RECORDED IN THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE EAST ALONG THE SOUTH LINE THEREOF AND ITS EASTERLY EXTENSION 462.68 FEET TO THE WEST LINE OF THAT LAND DESCRIBED IN OFFICIAL RECORDS BOOK 1659, PAGE 202, AS RECORDED IN THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE SOUTH ALONG SAID WEST LINE FOR 733.89 FEET TO THE SOUTH LINE OF THE SAID NORTHEAST 1/4; THENCE EAST ALONG SAID SOUTH LINE FOR 825.00 FEET TO THE SOUTHEAST CORNER OF THE SAID NORTHEAST 1/4; THENCE NORTH ALONG THE EAST LINE THEREOF 937.50 FEET; ; THENCE WEST PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST 1/4 FOR 420.00 FEET; THENCE NORTH ALONG THE WEST LINE OF THE EAST 420.00 FEET OF THE SAID NORTHEAST 1/4 FOR 397.50 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4; THENCE WEST ALONG THE SOUTH LINE THEREOF 867.84 FEET TO THE POINT OF BEGINNING.

AND:

PARCEL 2

THOSE LANDS LYING IN SECTION 16, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, AS DESCRIBED IN THE FOLLOWING INSTRUMENTS; OFFICIAL RECORDS BOOK 3347, PAGE 618, OFFICIAL RECORDS BOOK 3347, PAGE 609 AND OFFICIAL RECORDS BOOK 3347, PAGE 615, ALL IN THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT A, AND LOTS 1 AND 2, BLOCK A OF HEARTY HOST LAKE RESORT UNIT 2, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGES 62 AND 62A, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

AND:

THAT PORTION OF SAID SECTION 16, LYING NORTH OF THE NORTH LINE OF TRACT "A" HEARTY HOST LAKE RESORT, UNIT 2, AS RECORDED IN PLAT BOOK 4, PAGE 62, AND LYING

WEST OF FLAMINGO BOULEVARD (AKA WILLIAMSBURG LANE) AS SHOWN ON SAID PLAT AND LYING SOUTH OF THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 44.

AND:

THAT PORTION OF FLAMINGO BOULEVARD, NOW KNOWN AS WILLIAMSBURG LANE, AS SET FORTH ON THAT CERTAIN PLAT OF HEARTY HOST LAKE RESORT, RECORDED IN PLAT BOOK 3, PAGE 57, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA AND DESCRIBED AS WILLIAMSBURG LANE, AS SET FORTH IN THAT CERTAIN PLAT OF HEARTY HOST LAKE RESORT UNIT 2, RECORDED IN PLAT BOOK 4, PAGE 62, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, LYING NORTH OF A NORTHEASTERLY RADIAL EXTENSION OF THE SOUTHEASTERLY LINE OF LOT 2, BLOCK A, OF SAID HEARTY HOST LAKE RESORT UNIT 2, AND LYING SOUTH OF STATE ROAD 44.

AND:

THAT PORTION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA LYING WITHIN THE FOLLOWING LANDS:

LYING SOUTH OF STATE ROAD NO. 44;

LYING EASTERLY AND NORTHEASTERLY OF WILLIAMSBURG LANE (ALSO KNOWN AS FLAMINGO BOULEVARD, PER HEARTY HOST LAKE RESORT, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 57, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA).

LYING NORTH OF THE FOLLOWING: SPRINGFIELD WAY (ALSO KNOWN AS BLUEGILL STREET) PER HEARTY HOST LAKE RESORT, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 57, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, WATER WHEEL ADULT MOBILE HOME COMMUNITY & R.V. PARK UNIT NO. 1, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGE 40, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA AND WATER WHEEL ADULT MOBILE HOME COMMUNITY & R.V. PARK UNIT NO. 2, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGES 63 AND 63A, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA).

LYING NORTH OF LOT 1, BLOCK A, OF WATER WHEEL ADULT MOBILE HOME COMMUNITY & R.V. PARK UNIT NO. 2, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGES 63 AND 63A, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

LESS AND EXCEPT:

LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2932, PAGE 793, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

ALSO LESS AND EXCEPT:

LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2759, PAGE 168, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

AND:

PARCEL 3

THE NORTH 811.80 FEET OF THE EAST 1716.00 FEET OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

AND:

THAT PORTION OF THE EAST 858.00 FEET OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA LYING NORTH OF COUNTY ROAD 181, LESS THE NORTH 811.80 FEET THEREOF.

AND:

THAT PORTION OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; LYING NORTH AND EAST OF FLORIDA'S TURNPIKE; LESS RIGHT OF WAY FOR COUNTY ROAD 181.

AND:

PARCEL 4

THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA AND THAT PORTION OF SAID SECTION 17, DESCRIBED AS FOLLOWS: COMMENCE AT THE EAST 1/4 SECTION CORNER OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 23 EAST, THENCE RUN S89°49'48"W ALONG THE SOUTH LINE OF THE NE 1/4 A DISTANCE OF 825.00 FEET TO THE POINT OF BEGINNING, THENCE N0°01'08"W FOR 733.89 FEET; THENCE S89°47'45"W ALONG THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1922, PAGE 447 OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA FOR 462.68 FEET; THENCE N0°01'08"W 600.83 FEET ALONG THE WEST LINE THEREOF AND ITS NORTHERLY EXTENSION TO THE NORTH LINE OF THE SOUTH 1/2 OF THE NE 1/4; THENCE S89°47'45"W, ALONG SAID LINE 66.00 FEET TO THE NORTHERLY EXTENSION OF THE EAST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3027, PAGE 664, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE S0°01'08"E. ALONG SAID EXTENSION AND EAST LINE 630.00 FEET TO THE SOUTHEAST CORNER OF SAID LANDS; THENCE S89°47'45"W ALONG THE SOUTH LINE OF SAID LANDS AND ITS WESTERLY EXTENSION FOR 627.34 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE SW 1/4 OF THE NE 1/4; THENCE S0°01'41"E, 704.32 FEET TO THE NORTH LINE OF THE SE 1/4; THENCE N89°49'28"E ALONG SAID NORTH LINE, 1155.75 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

AND:

PARCEL 5

TRACT D, HEARTY HOST LAKE RESORT AS RECORDED IN PLAT BOOK 3, PAGES 57 AND 57A OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, LESS AND EXCEPT A 50.00 FOOT BY 100.00 FOOT STRIP ABUTTING THE SOUTH LINE OF LOT 20, BLOCK B OF SAID PLAT.

AND LESS AND EXCEPT:

ANY PORTIONS THEREOF, LYING WITHIN THE CITY OF WILDWOOD LIFT STATION PROPERTIES (LIFT STATION NO. 1 AND LIFT STATION NO. 2) AS DESCRIBED IN WARRANTY DEED AS RECORDED IN OFFICIAL RECORDS BOOK 1077, PAGE 151 OF THE PUBLIC RECORDS

OF SUMTER COUNTY, FLORIDA.

SAID PROPERTIES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(LIFT STATION NO.1)

COMMENCE AT THE SOUTHWEST CORNER OF TRACT D, HEARTY HOST LAKE RESORT, AS RECORDED IN PLAT BOOK 3, PAGES 57 AND 57A, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE N89°38'01"E, ALONG THE SOUTHERLY BOUNDARY LINE OF SAID TRACT D, A DISTANCE OF 158.08 FEET; TO THE POINT OF BEGINNING, SAID POINT BEING 1.0 FEET OUTSIDE OF A 4-FOOT TALL FIELD FENCE SURROUNDING LIFT STATION SITE AND IMPROVEMENTS; THENCE N09°29'23"W, PARALLEL TO SAID FENCE A DISTANCE OF 27.69 FEET; THENCE CONTINUE PARALLEL TO AND 1.0 FEET OUTSIDE OF THE PERIMETER FENCE THE FOLLOWING COURSES AND DISTANCES: N77°35'26"E, A DISTANCE OF 48.35 FEET; S21°59'07"E, A DISTANCE OF 49.47 FEET; S81°26'05"W, A DISTANCE OF 59.00 FEET; THENCE N09°29'23"W, A DISTANCE OF 17.20 FEET TO THE POINT OF BEGINNING.

AND:

(LIFT STATION NO. 2)

COMMENCE AT THE MOST WESTERLY CORNER OF LOT 13, BLOCK B, OF HEARTY HOST LAKE RESORT, AS RECORDED IN PLAT BOOK 3, PAGES 57 AND 57A, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE S53°17'27"W, ALONG A SOUTHWESTERLY PROJECTION OF THE NORTHWESTERLY BOUNDARY OF SAID LOT 13, A DISTANCE OF 8.51 FEET TO THE POINT OF BEGINNING, SAID POINT BEING 1.0 FEET OUTSIDE OF A 6-FOOT TALL PRIVACY FENCE SURROUNDING LIFT STATION SITE AND IMPROVEMENTS; THENCE S35°18'00"E, PARALLEL TO SAID FENCE A DISTANCE OF 5.78 FEET; THENCE CONTINUE PARALLEL TO AND 1.0 FEET OUTSIDE OF THE PERIMETER FENCE THE FOLLOWING COURSES AND DISTANCES; S55°05'17"W, A DISTANCE OF 18.33 FEET; N34°23'34"W, A DISTANCE OF 13.88 FEET; N53°11'59"E, A DISTANCE OF 18.11 FEET; THENCE S35°18'00"E, A DISTANCE OF 8.69 FEET TO THE POINT OF BEGINNING.

AND:

PARCEL 6

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY; LESS THE NORTH 400.00 FEET THEREOF

AND:

THAT PART OF THE EAST 1/2 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING NORTH AND EAST OF FLORIDA'S TURNPIKE, LESS AND EXCEPT LOTS 8 AND 9, BLOCK R, WILDWOOD RANCH, A SUBDIVISION AS PER PLAT THEREOF FILED IN PLAT BOOK 3, PAGES 29A AND 29B, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; ALSO LESS AND EXCEPT RIGHT-OF-WAY FOR COUNTY ROAD 181.

AND:

THAT PORTION OF THE NORTH 3/4 OF THE WEST 1/2 OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING WESTERLY OF LAKE OKAHUMPKA

AND LYING NORTH AND EAST OF FLORIDA'S TURNPIKELESS ANY PORTION LYING WITHIN THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 21.

AND:

THE SOUTH 1/2 OF THE SOUTH 1/2 AND NORTHWEST 1/4 OF THE SOUTHEAST 1/4, LYING SOUTH OF LAKE OKAHUMPKA, LESS RIGHT-OF-WAY FOR FLORIDA'S TURNPIKE IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

AND:

PARCEL 7

THAT LAND LYING IN SECTION 20, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 20, BEING THE POINT OF COMMENCEMENT, RUN ALONG THE EAST LINE THEREOF THE FOLLOWING TWO COURSES: N00°07'23"E, 46.67 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N00°07'23"E, 1,871.16 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY OF FLORIDA'S TURNPIKE; THENCE DEPARTING SAID EAST LINE AND ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY THE FOLLOWING TWO COURSES: N42°56'27"W, 3,013.33 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 5,579.58 FEET; THENCE NORTHWESTERLY ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 07°56'12", A DISTANCE OF 772.89 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY AND ALONG SAID EAST LINE, RUN SOUTH 660.00 FEET, MORE OR LESS, TO THE NORTH LINE OF SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE DEPARTING SAID EAST LINE AND ALONG SAID NORTH LINE, RUN WEST 1,322.00 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE DEPARTING SAID NORTH LINE AND ALONG THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4, S00°10'33"W, 654.20 FEET TO THE NORTHERLY RIGHT-OF-WAY OF LOIS AVENUE, AS SHOWN ON WILDWOOD RANCH, AS RECORDED IN PLAT BOOK 3, PAGES 29A THROUGH 29B, INCLUSIVE, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE ALONG THE FOLLOWING COURSES AS SHOWN ON SAID PLAT: THENCE DEPARTING SAID WEST LINE AND ALONG SAID NORTHERLY RIGHT-OF-WAY, S89°39'15"E, 353.50 FEET TO THE NORTHERLY EXTENSION OF THE EASTERLY RIGHT-OF-WAY OF LEE STREET; THENCE DEPARTING SAID RIGHT-OF-WAY, S00°21'17"W, ALONG THE EASTERLY RIGHT-OF-WAY OF LEE STREET AND THE NORTHERLY EXTENSION THEREOF, A DISTANCE OF 178.54 FEET TO THE SOUTHWEST CORNER OF LOT 2, BLOCK P; THENCE DEPARTING THE EASTERLY RIGHT-OF-WAY OF LEE STREET AND ALONG THE BOUNDARY OF SAID LOT 2 THE FOLLOWING COURSES: S89°39'16"E, 580.03 FEET; THENCE N00°21'57"E, 178.54 FEET TO THE NORTHERLY RIGHT-OF-WAY OF LOIS AVENUE; THENCE DEPARTING THE BOUNDARY OF SAID LOT 2 AND ALONG SAID NORTHERLY RIGHT-OF-WAY, S89°39'16"E, 515.91 FEET TO THE NORTHERLY EXTENSION OF THE WESTERLY BOUNDARY OF LOT 13, BLOCK N; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY, S00°22'04"W, ALONG SAID NORTHERLY EXTENSION AND WESTERLY BOUNDARY A DISTANCE OF 666.78 FEET TO THE NORTHEAST CORNER OF LOT 3, BLOCK N; THENCE ALONG THE BOUNDARY OF LOTS 3 AND 4, BLOCK N, THE FOLLOWING COURSES: N89°39'51"W, 155.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE S00°22'04"W, 611.77 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE S89°35'38"E, 310.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4; THENCE N00°22'04"E, 612.15 FEET

TO THE NORTHEAST CORNER OF SAID LOT 4; THENCE DEPARTING THE BOUNDARY OF SAID LOTS 3 AND 4, ALONG THE SOUTHERLY BOUNDARY OF LOTS 9 THROUGH 12, BLOCK N, AND THE EASTERLY EXTENSION THEREOF, S89°39'51"E, 689.50 FEET TO THE EASTERLY RIGHT-OF-WAY OF JUANITA STREET; THENCE DEPARTING SAID EASTERLY EXTENSION AND ALONG SAID EASTERLY RIGHT-OF-WAY, S00°19'38"W, 662.84 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF LOT 4, BLOCK M; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY AND ALONG SAID NORTHERLY BOUNDARY, S89°37'33"E, 345.89 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 20; THENCE DEPARTING SAID NORTH LINE AND ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, S00°05'42"W, 661.44 FEET TO THE SOUTHWEST CORNER THEREOF AND THE NORTHEAST CORNER OF LOT 20, BLOCK H; THENCE DEPARTING SAID WEST LINE AND ALONG THE NORTHERLY BOUNDARY OF SAID LOT 20, N89°41'39"W, 643.47 FEET TO THE EASTERLY RIGHT-OF-WAY OF WILDWOOD STREET; THENCE DEPARTING SAID NORTHERLY BOUNDARY AND ALONG SAID EASTERLY RIGHT-OF-WAY, S00°21'08"W, 1,310.74 FEET TO THE SOUTHWEST CORNER OF LOT 13, BLOCK H; THENCE ALONG THE SOUTHERLY BOUNDARY OF LOTS 13 AND 30, BLOCK H, S89°38'50"E, 1,260.27 FEET TO THE SOUTHEAST CORNER OF SAID LOT 30 AND THE WESTERLY RIGHT-OF-WAY OF MEDINA STREET; THENCE DEPARTING SAID SOUTHERLY BOUNDARY AND ALONG SAID RIGHT-OF-WAY, N00°21'42"E, 35.24 FEET TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 13, BLOCK G; THENCE DEPARTING SAID RIGHT-OF-WAY AND ALONG SAID WESTERLY EXTENSION AND THE SOUTH BOUNDARY OF SAID LOT 13, BLOCK G, S89°35'54"E, 699.28 FEET TO THE POINT OF BEGINNING.

AND:

PARCEL 8

THAT LAND LYING IN SECTION 29, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 20, BEING THE POINT OF COMMENCEMENT, RUN ALONG THE EAST LINE THEREOF THE FOLLOWING TWO COURSES: S00°19'55"W, 448.33 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S00°19'55"W, 2,210.14 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 20; THENCE ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 29, S00°20'02"W, 2,516.37 FEET TO THE NORTHERLY RIGHT-OF-WAY OF C-468; THENCE DEPARTING SAID EAST LINE AND ALONG SAID RIGHT-OF-WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 2791, PAGE 736 AND OFFICIAL RECORDS BOOK 871, PAGE 387, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, THE FOLLOWING COURSES: N89°43'13"W, 115.87 FEET; THENCE S88°50'55"W, 747.68 FEET; THENCE N89°09'24"W, 209.10 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 5,794.58 FEET; THENCE WESTERLY ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 02°29'41", A DISTANCE OF 252.30 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4; THENCE DEPARTING SAID RIGHT-OF-WAY AND ALONG SAID EAST LINE, N00°29'26"E, 1,377.15 FEET TO THE SOUTHEAST CORNER OF LOT 13, BLOCK F, AS SHOWN ON WILDWOOD RANCH, AS RECORDED IN PLAT BOOK 3, PAGES 29A THROUGH 29B, INCLUSIVE, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE ALONG THE FOLLOWING COURSES AS SHOWN ON SAID PLAT: N89°38'52"W, ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 13 A DISTANCE OF 639.93 FEET TO THE EASTERLY RIGHT-OF-WAY OF WILDWOOD STREET; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY, N00°21'01"E, 3,501.12 FEET TO THE NORTHWESTERLY CORNER OF LOT 10, BLOCK H; THENCE DEPARTING SAID EASTERLY

RIGHT-OF-WAY, S89°39'22"E, ALONG THE NORTHERLY BOUNDARY OF LOT 10, BLOCK H AND LOT 33, BLOCK H, A DISTANCE OF 1,260.08 FEET TO THE WESTERLY RIGHT-OF-WAY OF MEDINA STREET; THENCE DEPARTING SAID NORTHERLY BOUNDARY AND ALONG SAID WESTERLY RIGHT-OF-WAY, S00°21'42"W, 130.36 FEET TO THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 9, BLOCK G; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY, S89°37'28"E, ALONG SAID WESTERLY EXTENSION AND THE NORTHERLY BOUNDARY OF SAID LOT 9, 699.71 FEET TO THE POINT OF BEGINNING.

AND:

PARCEL 9

ALL OF SECTION 28, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS RIGHT-OF-WAY FOR FLORIDA'S TURNPIKE; AND LESS RIGHT-OF-WAY FOR COUNTY ROAD 468.

AND:

PARCEL 10

THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY FLORIDA.

AND:

THE SOUTH 1/2 OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS RIGHT-OF-WAYS FOR FLORIDA'S TURNPIKE AND COUNTY ROAD 468 AND LESS ANY PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1077, PAGE 294, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

AND:

PARCEL 11

THE NORTH 3/4 OF THE EAST 1/2 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; LESS RIGHT-OF-WAY FOR COUNTY ROAD 501 AND LESS RIGHT-OF-WAY FOR COUNTY ROAD 468.

AND:

THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA AND THE NORTH 30.00 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 33; LESS THAT PORTION OF THE EAST 35.75 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, LYING SOUTH OF THE NORTH 208.71 FEET THEREOF, ALSO LESS RIGHT-OF-WAY FOR COUNTY ROAD 501.

AND:

PARCEL 12

ALL OF SECTION 34, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS RIGHT-OF-WAY FOR FLORIDA'S TURNPIKE, AND LESS RIGHT OF WAY FOR COUNTY ROAD 468 AND LESS RIGHT-OF-WAY FOR COUNTY ROAD 501. LESS THAT PORTION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 LYING SOUTH OF FLORIDA'S TURNPIKE.

AND:

PARCEL 13

THE SOUTH 3/4 OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING SOUTH OF STATE ROAD NO. 44 AND WEST OF COUNTY ROAD NO. 468, LESS AND EXCEPT THE WEST 1/4 OF THE WEST 1/2 OF SAID SECTION, AND LESS AND EXCEPT THE SOUTH 139 FEET OF THE WEST 1000 FEET OF THE EAST 3/4 OF THE NORTHWEST 1/4 OF SAID SECTION, AND LESS AND EXCEPT THE WEST 1000 FEET OF THE EAST 3/4 OF THE SOUTHWEST 1/4 OF SAID SECTION, AND ALSO LESS AND EXCEPT ANY PORTION THEREOF LYING SOUTH OF THE LINE BETWEEN UNIT 1 AND UNIT 2 OF CONTINENTAL CAMPER RESORTS, INC. SUBDIVISION AS SHOWN IN PLAT BOOK 3 ON PAGE 51-A OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, AND LESS ANY PORTION VESTED IN THE FLORIDA DEPARTMENT OF TRANSPORTATION, PER OFFICIAL RECORDS BOOK 688, PAGE 122, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

AND:

PARCEL 14

THAT PORTION OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING EAST OF COUNTY ROAD C-468 AND SOUTH OF STATE ROAD 44.

AND:

THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING SOUTH OF STATE ROAD NO. 44.

AND:

THAT PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 688, PAGE 122, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE THEREOF RUN N89°32'23"E, 996.12 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE RUN N15°33'34"W, 76.17 FEET; THENCE N33°40'40"W, 89.06 FEET; THENCE N56°01'00"W, 109.03 FEET; THENCE N81°01'49"W, 111.45 FEET; THENCE N08°58'11"E, 220.30 FEET; THENCE S81°01'49"E, 195.00 FEET; THENCE N78°16'29"E, 90.30 FEET; THENCE N43°41'47"E, 58.88 FEET; THENCE N16°11'00"E, 61.72 FEET TO A POINT ON THE PROPOSED SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 44; THE FOLLOWING TWO (2) COURSES BEING ALONG SAID PROPOSED SOUTHERLY RIGHT OF WAY LINE: RUN S81°01'49"E, 210.17 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 68,622.93 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°01'14", AN ARC DISTANCE OF 24.52 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF AFORESAID SECTION 24; THENCE ALONG SAID EAST LINE RUN S00°17'27"W, 493.95 FEET TO THE AFORESAID SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 24; THENCE ALONG SAID SOUTH LINE RUN S89°32'23"W, 332.27 FEET TO THE POINT OF BEGINNING.

AND:

THAT PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 688, PAGE 122, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; THENCE ALONG THE WEST LINE THEREOF RUN N00°20'01"E, 265.04 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE RUN N81°01'49"W, 192.49 FEET; THENCE N08°58'11"E, 443.80 FEET TO A POINT ON THE PROPOSED SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 44; THENCE ALONG SAID PROPOSED SOUTHERLY RIGHT OF WAY LINE RUN S81°01'49"E, 300.00 FEET; THENCE DEPARTING SAID PROPOSED SOUTHERLY RIGHT OF WAY LINE RUN S08°58'11"W, 443.80 FEET; THENCE N81°01'49"W, 107.51 FEET TO THE POINT OF BEGINNING.

AND:

ALL OF SECTION 25, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS THE NORTH 1/2 OF THE NORTHEAST 1/4 AND LESS THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION.

AND:

THAT PORTION OF SECTION 26, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING EASTERLY AND SOUTHERLY OF COUNTY ROAD C-468, LESS THOSE LANDS VESTED IN GRACE TABERNACLE OF WORSHIP, INC. ALSO BEING DESCRIBED AS: THE EAST 436.00 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION, LYING SOUTH OF COUNTY ROAD C-468.

AND:

ALL OF SECTION 36, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, AND THAT PORTION OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING NORTH OF FLORIDA'S TURNPIKE.

AND:

THOSE PORTIONS OF SECTIONS 1 AND 2, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING NORTH OF FLORIDA'S TURNPIKE.

LESS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 23 EAST IN SUMTER COUNTY, FLORIDA; THENCE RUN S00°40'20"W, ALONG THE EAST BOUNDARY OF SAID SECTION 1, A DISTANCE OF 2240.02 FEET TO THE SOUTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3485, PAGE 709 AND A POINT ON THE BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2044, PAGE 465, ALL IN THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE ALONG THE BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2044, PAGE 465 THE FOLLOWING COURSES: CONTINUE S00°40'20"W, ALONG SAID EAST BOUNDARY OF SECTION 1, A DISTANCE OF 557.86 FEET TO THE EAST

1/4 CORNER OF SAID SECTION 1; THENCE S00°44'45"W, ALONG SAID EAST BOUNDARY OF SECTION 1, A DISTANCE OF 2487.49 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE, AS RECORDED ON FLORIDA STATE TURNPIKE AUTHORITY RIGHT OF WAY MAP PROJECT NO. 2, SECTION 14; THENCE RUN ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES: (1) N42°21'30"W, A DISTANCE OF 505.19 FEET TO A CURVE THAT IS CONCAVE TO THE SOUTHWEST; (2) THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 1498.35 FEET (SAID CURVE HAVING A RADIUS OF 5879.58 FEET, A CENTRAL ANGLE OF 14°36'04" AND A CHORD BEARING AND DISTANCE OF N49°46'20"W, 1494.30 FEET); (3) THENCE N57°03'06"W, A DISTANCE OF 287.77 FEET TO A POINT ON THE WEST LINE OF A 100 FOOT FLORIDA POWER EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1758, PAGE 342, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE N02°21'09"W, ALONG SAID WEST EASEMENT LINE, A DISTANCE OF 337.71 FEET; THENCE N00°39'29"E, ALONG SAID WEST EASEMENT LINE, A DISTANCE OF 1724.92 FEET; THENCE DEPARTING SAID WEST EASEMENT LINE, S89°36'07"E, A DISTANCE OF 527.02 FEET TO THE NORTHWEST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3485, PAGE 709; THENCE DEPARTING THE BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2044, PAGE 465 AND ALONG THE BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3485, PAGE 709 THE FOLLOWING COURSES: S00°27'55"W, 500.00 FEET; THENCE S89°36'07"E, 1205.06 FEET TO THE POINT OF BEGINNING.

AND:

PARCEL 15

THAT PORTION OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 23 EAST, LYING SOUTH OF THE TURNPIKE, SUMTER COUNTY, FLORIDA.

AND:

THAT PORTION OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 23 EAST, LYING SOUTH OF THE TURNPIKE, SUMTER COUNTY, FLORIDA.

AND:

THAT PORTION OF SECTION 2, TOWNSHIP 20 SOUTH, RANGE 23 EAST, LYING SOUTH OF THE TURNPIKE, SUMTER COUNTY, FLORIDA.

AND:

THAT PORTION OF SECTION 3, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING EASTERLY AND NORTHEASTERLY OF C.R. 501.

LESS:

THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2150, PAGE 462, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA AND THAT PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 497, PAGE 736, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, LYING EAST OF THE EASTERLY RIGHT-OF-WAY FOR COUNTY ROAD CR-501; ALL LYING IN SECTION 3, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 3 RUN S33°52'42"E, 202.27 FEET (THE WEST BOUNDARY OF SAID SOUTHWEST 1/4 HAVING A BEARING OF S00°08'13"E); THENCE N66°56'13"E, 149.48 FEET TO THE EASTERLY RIGHT-OF-WAY OF COUNTY ROAD CR-501 AND THE POINT OF BEGINNING; THENCE CONTINUE N66°56'13"E, 415.12 FEET; THENCE S23°03'47"E, 396.69 FEET; THENCE S66°56'13"W, 414.82 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY OF COUNTY ROAD CR-501 AND A POINT ON THE ARC OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2,920.00 FEET AND A CHORD BEARING AND DISTANCE OF N23°06'23"W, 396.69 FEET; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY, THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°47'23", A DISTANCE OF 397.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

THE EAST 1/2 OF THE EAST 1/2 AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THAT PART OF THE WEST 1/2 OF SECTION 10, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING NORTH AND EAST OF COUNTY ROAD CR-501.

AND:

THE SE 1/4 OF THE NW 1/4 OF THE NE 1/4 AND THE WEST 1/2 OF THE NW 1/4 OF THE NE 1/4 AND THE SW 1/4 OF THE NE 1/4 AND THE NW 1/4 OF THE SE 1/4, ALL LYING AND BEING IN SECTION 10, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS RIGHT OF WAY OF COUNTY ROAD NO. 501 ACROSS THE WEST SIDE THEREOF.

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

AND LESS AND EXCEPT THE SOUTH 270.00 FEET OF THE NORTH 675.00 FEET OF THE WEST 885.00 FEET OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS THE RIGHT-OF-WAY FOR COUNTY ROAD 501.

TOGETHER WITH:

THE SW 1/4 OF THE SE 1/4, LESS ROAD RIGHT OF WAYS FOR COUNTY ROADS 501 AND 470, SECTION 10, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

TOGETHER WITH:

ALL OF SECTION 11, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS COUNTY ROAD CR-470 RIGHT-OF-WAY.

TOGETHER WITH:

ALL OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS ROAD RIGHT-OF-WAY FOR CR-470 AND LESS RIGHT-OF-WAY FOR FLORIDA'S TURNPIKE.

AND:

PARCEL 16

ALL OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

LESS THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

ALSO LESS THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

ALSO LESS THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

ALSO LESS COUNTY ROAD 470 RIGHT-OF-WAY.

TOGETHER WITH:

ALL OF SECTIONS 14, 15, 16, 21, 22, 23, 24, 25, 26 AND 27 OF TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; LESS ANY PORTIONS THEREOF LYING WITHIN THE RIGHT-OF-WAY FOR COUNTY ROAD 470.

AND:

THE EAST 1/4 AND THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, ALL IN SECTION 17, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS ANY PORTION THEREOF LYING WITHIN THE RIGHT-OF-WAY FOR COUNTY ROAD 470.

AND:

THE EAST 1/2 OF THE NORTHEAST 1/4 AND THE SOUTH 1/2 OF SECTION 20, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

AND:

SECTION 28, TOWNSHIP 20, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; LESS THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 THEREOF.

AND:

THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

AND:

THE EAST 3/4 AND THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 20, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

AND:

THAT PORTION OF THE LANDS DESCRIBED IN O.R. BOOK 3625, PAGE 110, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, LYING IN SECTION 1, TOWNSHIP 21 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT NORTHEAST CORNER OF SAID SECTION 1; THENCE RUN SOUTH 00°11'34" WEST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 1, A DISTANCE OF 2640.92 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 1; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 00°11'34" WEST, ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 1, A DISTANCE OF 683.08 FEET TO A POINT ON THE BOUNDARY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK [2606, PAGE 481](#), PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE DEPARTING SAID EAST LINE, RUN ALONG SAID BOUNDARY LINE THE FOLLOWING NINE (9) COURSES AND DISTANCES: (1) THENCE RUN NORTH 84°29'02" WEST, A DISTANCE OF 777.58 FEET; (2) THENCE RUN NORTH 07°57'01" WEST, A DISTANCE OF 1713.56 FEET; (3) THENCE RUN SOUTH 60°43'23" WEST, A DISTANCE OF 597.88 FEET; (4) THENCE RUN SOUTH 66°39'30" WEST, A DISTANCE OF 184.49 FEET; (5) THENCE RUN SOUTH 78°24'35" WEST, A DISTANCE OF 135.85 FEET; (6) THENCE RUN NORTH 53°32'09" WEST, A DISTANCE OF 100.92 FEET; (7) THENCE RUN NORTH 31°34'09" WEST, A DISTANCE OF 464.53 FEET; (8) THENCE RUN NORTH 03°09'28" WEST, A DISTANCE OF 526.69 FEET; (9) THENCE RUN NORTH 01°23'28" WEST, A DISTANCE OF 968.40 FEET TO A POINT ON NORTH LINE OF SAID SECTION 1; THENCE S89°52'30"E, 2222.55 FEET TO THE POINT OF BEGINNING.

AND:

PARCEL 17

THAT PORTION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING SOUTH AND WEST OF FLORIDA'S TURNPIKE.

AND:

THAT PORTION OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING SOUTH AND WEST OF FLORIDA'S TURNPIKE; AND LYING EAST OF THE RIGHT-OF-WAY FOR U.S. HIGHWAY 301.

AND:

THAT PORTION OF THE NORTH 3/4 OF THE EAST 1/2 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING EAST OF THE RIGHT-OF-WAY FOR U.S. HIGHWAY 301; LESS ANY PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1093, PAGE 201, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4; RUN SOUTH 1320.00 FEET; EAST 90 FEET; NORTHEASTERLY 644.11 FEET, NORTHEASTERLY 729.29 FEET; WEST 419.17 FEET TO THE POINT OF BEGINNING.

AND:

THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING SOUTHWESTERLY OF FLORIDA'S TURNPIKE.

LESS:

ANY PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 80, PAGE 329, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE S89°54'08"E, ALONG THE NORTH LINE THEREOF, 338.16 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY OF FLORIDA'S TURNPIKE; THENCE DEPARTING SAID NORTH LINE AND ALONG SAID RIGHT-OF-WAY, S56°58'48"E, 258.62 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY, S33°01'12"W, 200.00 FEET; THENCE N56°58'48"W, 532.03 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE ALONG SAID WEST LINE, N00°13'51"E, 19.28 FEET TO THE POINT OF BEGINNING.

AND TOGETHER WITH:

THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA

AND:

PARCEL 18

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA;

AND:

THAT PORTION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 30, LYING EASTERLY OF THE RIGHT-OF-WAY FOR U.S. HIGHWAY 301; ALL THE ABOVE, LESS RIGHT-OF-WAY FOR COUNTY ROAD C-468;

AND:

PARCEL 19

THE EAST 1/2 OF THE EAST 1/2 AND THE NORTH 3/4 OF THE WEST 1/2 OF THE EAST 1/2, LESS THE NORTH 278.68 FEET OF THE WEST 163.00 FEET OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE NORTH 3/4 OF THE EAST 1/2 OF THE SOUTHWEST 1/4; ALL IN SECTION 31, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; LESS ANY RIGHT-OF-WAY FOR COUNTY ROAD C-468;

AND

THE NORTH 3/4 OF THE WEST 1/2, LESS THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE NORTH 3/4 OF THE WEST 1/2 OF THE EAST 1/2; LESS 5 ACRES IN THE NORTHWEST CORNER AND LESS BEGIN AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, RUN SOUTH 466 FEET 8 INCHES FOR POINT OF BEGINNING, THENCE RUN SOUTH 210 FEET, THENCE EAST 210 FEET, THENCE NORTH 210

FEET, THENCE WEST 210 FEET TO THE POINT OF BEGINNING, ALL IN SECTION 32, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; ALSO, LESS RIGHT-OF-WAY FOR COUNTY ROAD C-468;

TOGETHER WITH:

THE SOUTH 325 YARDS OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4; ALL IN SECTION 32, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; LESS ANY RIGHT-OF-WAY FOR COUNTY ROAD 505;

TOGETHER WITH:

THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4; AND THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE NORTH 1/2 OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTH 330.00 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4; ALL IN SECTION 33, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; LESS RIGHT-OF-WAY FOR COUNTY ROAD 505;

AND:

PARCEL 20

THOSE PORTIONS OF LAND LYING IN SECTION 31, TOWNSHIP 19 SOUTH, RANGE 23 EAST AND SECTION 6, TOWNSHIP 20 SOUTH, RANGE 23 EAST AND SECTION 1, TOWNSHIP 20 SOUTH, RANGE 22 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE WEST 1/4 CORNER OF SAID SECTION 31; THENCE RUN SOUTH 89°42'48" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1329.49 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°22'44" WEST, ALONG THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1993.38 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°45'13" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 665.79 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°20'56" WEST, ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 664.30 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°46'01" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 361.14; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 30°52'18" WEST, 601.81 FEET, MORE OR LESS, TO THE POINT OF INTERSECTION OF THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 6, AND THE THREAD (CENTERLINE) OF SHADY BROOK; THENCE RUN SOUTHWESTERLY ALONG SAID THREAD (CENTERLINE) OF SHADY BROOK THE FOLLOWING TWENTY ONE (21) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 30°39'11" WEST, A DISTANCE OF 206.13 FEET; 2) THENCE RUN SOUTH 36°48'33" WEST, A DISTANCE OF 143.00 FEET; 3) THENCE RUN SOUTH 34°04'51" WEST, A DISTANCE OF 43.09

FEET; 4) THENCE RUN SOUTH 63°06'48" WEST, A DISTANCE OF 108.78 FEET; 5) THENCE RUN SOUTH 72°59'03" WEST, A DISTANCE OF 51.27 FEET; 6) THENCE RUN SOUTH 80°53'56" WEST, A DISTANCE OF 47.52 FEET; 7) THENCE RUN SOUTH 86°58'55" WEST, A DISTANCE OF 99.28 FEET; 8) THENCE RUN SOUTH 63°14'45" WEST, A DISTANCE OF 238.03 FEET; 9) THENCE RUN SOUTH 64°37'12" WEST, A DISTANCE OF 183.19 FEET; 10) THENCE RUN SOUTH 54°17'50" WEST, A DISTANCE OF 178.15 FEET; 11) THENCE RUN SOUTH 36°57'57" WEST, A DISTANCE OF 104.22 FEET; 12) THENCE RUN SOUTH 64°03'19" WEST, A DISTANCE OF 91.46 FEET; 13) THENCE RUN SOUTH 79°02'43" WEST, A DISTANCE OF 121.33 FEET; 14) THENCE RUN SOUTH 49°27'14" WEST, A DISTANCE OF 52.20 FEET; 15) THENCE RUN SOUTH 34°24'56" WEST, A DISTANCE OF 39.92 FEET; 16) THENCE RUN SOUTH 59°44'16" WEST, A DISTANCE OF 154.04 FEET; 17) THENCE RUN SOUTH 30°49'44" WEST, A DISTANCE OF 144.25 FEET; 18) THENCE RUN NORTH 87°27'56" WEST, A DISTANCE OF 58.62 FEET; 19) THENCE RUN SOUTH 85°40'21" WEST, A DISTANCE OF 48.94 FEET; 20) THENCE RUN SOUTH 18°42'44" EAST, A DISTANCE OF 63.68 FEET; 21) THENCE RUN SOUTH 14°30'36" WEST, A DISTANCE OF 130.54 FEET; THENCE DEPARTING SAID THREAD (CENTERLINE) OF SHADY BROOK, RUN NORTH 83°38'24" WEST, A DISTANCE OF 421.03 FEET, MORE OR LESS; THENCE RUN SOUTH 82°17'56" WEST, A DISTANCE OF 330.46 FEET; THENCE RUN NORTH 32°32'27" WEST, A DISTANCE OF 828.14 FEET; THENCE RUN NORTH 54°21'38" EAST, A DISTANCE OF 318.72 FEET; THENCE RUN NORTH 31°28'06" EAST, A DISTANCE OF 320.37 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 1; THENCE RUN SOUTH 89°46'19" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 1114.38 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 1; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°25'16" EAST, ALONG THE EAST LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 1, A DISTANCE OF 664.79 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 31; THENCE RUN NORTH 00°26'21" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 2659.09 FEET TO THE POINT OF BEGINNING.

AND:

PARCEL 21

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SUMTER, STATE OF FLORIDA, AND DESCRIBED AS FOLLOWS:

IN TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA:

SECTION 28: THE SE 1/4 OF THE SE 1/4

SECTION 31: ALL

SECTION 32: ALL

SECTION 33: ALL

SECTION 34: ALL

SECTION 35: ALL

SECTION 36: THE SW 1/4 OF THE NW 1/4 AND THE WEST ONE-HALF OF THE SW 1/4

AND:

IN TOWNSHIP 21 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA:

SECTION 2: ALL; LESS THE SE 1/4 OF THE SW 1/4 AND LESS THE SOUTH ONE-HALF OF THE SE 1/4

SECTION 3: ALL

SECTION 4: ALL

SECTION 5: ALL

SECTION 6: ALL

SECTION 7: ALL

SECTION 8: ALL

SECTION 9: NORTH ONE-HALF OF THE NE 1/4; AND

NORTH ONE-HALF OF THE NW 1/4; AND

THAT PORTION OF THE SW 1/4 OF THE NW 1/4 LYING WEST OF THE EASTERLY RIGHT-OF-WAY LINE OF THE FORMER CSX TRANSPORTATION, INC., RAILROAD; AND

THAT PORTION OF THE NORTH ONE-HALF OF THE NW 1/4 OF THE SW 1/4 LYING WEST OF THE EASTERLY RIGHT-OF-WAY LINE OF THE FORMER CSX TRANSPORTATION, INC., RAILROAD

SECTION 10: EAST ONE-HALF OF THE NE 1/4; AND

THE NW 1/4 OF THE NE 1/4; AND

THE NE 1/4 OF THE NW 1/4; AND

THE NW 1/4 OF THE NW 1/4

SECTION 11: THE WEST ONE-HALF OF THE NW 1/4; AND

THE NW 1/4 OF THE SW 1/4; AND

THE SE 1/4 OF THE NW 1/4

(LESS RIGHT-OF-WAY FOR STATE ROAD 471)

AND:

PARCEL 22

THAT PORTION OF COUNTY ROAD NO. 470 RIGHT-OF-WAY (A 100 FOOT WIDE PUBLIC RIGHT-OF-WAY PER STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-

WAY MAP, SECTION 18580-2601) LYING IN SECTIONS 10, 11, 12, 13, 14, AND 15, TOWNSHIP 20 SOUTH, RANGE 23 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 12; THENCE RUN NORTH 00°08'05" EAST, ALONG THE EAST LINE OF SAID SECTION 12, A DISTANCE OF 50.01 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 470; THENCE DEPARTING SAID EAST LINE, RUN NORTH 88°54'07" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 2172.34 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, RUN SOUTH 01°07'49" EAST, A DISTANCE OF 100.08 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 470; THENCE RUN ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) THENCE RUN NORTH 88°54'07" WEST, A DISTANCE OF 3226.94 FEET; 2) THENCE RUN NORTH 89°27'00" WEST, A DISTANCE OF 5370.13 FEET; 3) THENCE RUN NORTH 89°43'47" WEST, A DISTANCE OF 1615.44 FEET TO A POINT ON THE PROPOSED SOUTHEASTERLY RIGHT-OF-WAY LINE OF CENTRAL PARKWAY (A 100 FOOT WIDE PROPOSED RIGHT-OF-WAY), SAID POINT BEING A POINT ON A 2823.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 45°35'20" EAST AND A CHORD LENGTH OF 142.22 FEET; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, RUN NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°53'12", AN ARC DISTANCE OF 142.23 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 470; THENCE DEPARTING SAID PROPOSED SOUTHEASTERLY RIGHT-OF-WAY LINE, RUN ALONG SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 89°43'47" EAST, A DISTANCE OF 1514.39 FEET; 2) THENCE RUN SOUTH 89°27'00" EAST, A DISTANCE OF 5371.03 FEET; 3) THENCE RUN SOUTH 88°54'07" EAST, A DISTANCE OF 3223.53 FEET TO THE POINT OF BEGINNING.

AND:

PARCEL 23

THOSE LANDS LYING IN SECTION 16, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, AS DESCRIBED IN THE FOLLOWING INSTRUMENTS; OFFICIAL RECORDS BOOK 4102, PAGE 475, OFFICIAL RECORDS BOOK 4102, PAGE 492, OFFICIAL RECORDS BOOK 4204, PAGE 267 AND OFFICIAL RECORDS BOOK 4204, PAGE 378, ALL IN THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

EXHIBIT 8

GENERAL REQUIREMENTS AND DESIGN CRITERIA

EXHIBIT 8

GENERAL REQUIREMENTS AND DESIGN CRITERIA

The following are general requirements and design criteria for The Villages of Southern Oaks. Additional design requirements are set forth in The Villages Construction and Development Manual as amended. Amendments can be made only with the consent of the Developer and the City's Project Review Committee:

A. ARCHITECTURAL STANDARDS

- 1) The design of individual buildings will be representative of the architectural style established by the Developer for the community and will be subject to review and approval by The Villages of Southern Oaks Design Review Committee (DRC). These buildings may exhibit individual detailing for harmonious diversity and may vary in specific materials, finishes, and color palettes.
- 2) Specific Architectural Design Standards
 - a. All commercial electrical controls, meters, etc. shall be mounted on building walls, free standing wall or dumpster enclosure walls. Freestanding electrical "racks" shall be prohibited, unless specifically approved by DRC.
 - b. All commercial building-mounted boxes (i.e., electrical, irrigation control boxes, gas meters, etc.) and associated conduit and piping shall be painted to match the wall to which they are mounted, as permitted by the utility companies.
 - c. Exterior building lighting is permissible. Architectural lighting (fixtures attached to or integral with a building or structure) shall be selected or approved by the DRC.
 - d. Where dumpsters are required, enclosures shall be finished with materials, color, and detailing similar to the associated building. Dumpster enclosures that serve facilities that dispose of food waste or other organic materials shall be constructed with a drain and hose bib for wash down. Drains shall be connected to a grease trap.
 - e. Where required, Fire Department Connections (FDCs) must be located on the building structure wall (no remote FDCs) near other critical utilities (i.e., power disconnect, gas, etc.) that may need to be shut off in case of a fire, unless specifically approved by DRC.
 - f. Buildings that require a fire sprinkler system shall have backflow preventers located inside the building.
 - g. All commercial rooftop equipment shall be screened with parapets, landscape or architectural features.
 - h. All commercial ground-mounted HVAC equipment shall be screened with a structural and/or landscaped screen wall.

- i. All Project signage locations and design elements shall be determined and approved by The Villages of Southern Oaks DRC including the following:
 - i. Project “Welcome” signs
 - ii. Primary entry wall features and signage
 - iii. Secondary entry wall features and identification signage
 - iv. Directional signage
 - v. Occupant identification signs
 - vi. The Villages of Southern Oaks is exempt from the City’s sign ordinance and shall be consistent with signage criteria located within the existing Villages development.
- j. The Villages of Southern Oaks is exempt from the City’s noise ordinance provided notice is given to the City in instances that may violate said ordinance.
- k. All Project lighting shall be designed to meet the guidelines established by the Illumination Engineer’s Society of North America to provide safe lighting levels.

B. RESIDENTIAL AND NON-RESIDENTIAL

1) Single Family Detached Residential

- a. Minimum lot depth shall be 50 feet.
- b. Minimum lot width shall be 30 feet.
- c. Minimum front setback shall be zero feet with a minimum of 50 feet between structures (face of structure to face of structure)
- d. Minimum side yard setback: zero feet
- e. Minimum rear yard setback: zero feet
- f. Building separation shall be permitted at a minimum of 10 feet between structures.
- g. No limitation on maximum lot coverage shall apply.
- h. All setbacks shall be measured from the foundation or wall; however, eaves, roof overhangs, pilasters, and similar architectural features may protrude two (2) feet into a required setback. Air conditioning units, swimming pool filter pumps, patios, door stoops, steps, sidewalks and similar features shall not be considered as encroachments into setbacks.
- i. Minimum setback from contiguous property not within the Property: 10 feet except that such setbacks shall not apply to what is generally known as signs, sign towers, walls and other similar entry features and parking.

- j. Minimum setback to property owned by Developer: zero feet. Minimum setback to County or City collector, minor collector, or arterial road: 20 feet from road right of way (ROW). Minimum setback for State Roads: 20 feet from road ROW except that such setbacks shall not apply to what is generally known as signs, sign towers, walls and other similar entry features and parking.
- k. Minimum one (1) car parking shall be provided per residential unit. One (1) car garage requires a setback of 17' from the face of the garage to the right of way. A two (2) car garage requires a setback of 10' from the face of the garage to the right of way.

2) Multi-Family Residential

- a. Residential lot building setbacks for townhomes, apartments, ALF/ILF, condominiums, or other similar uses.
 - i. Minimum front setback: zero feet.
 - ii. Minimum side and rear yard setback: zero feet.
 - iii. Building separation shall be permitted at a minimum of 10 feet between structures.
- b. No limitation on maximum lot coverage shall apply. Maximum building height is 50 feet unless adequate fire protection is provided.

3) Commercial, Office and Industrial

- a. Maximum building height is 50 feet unless adequate fire protection is provided.
- b. No minimum lot size is required.
- c. No minimum lot width is required.
- d. No limitation on maximum lot coverage shall apply.
- e. Non-Residential Building setbacks:
 - i. Minimum front setback: zero feet.
 - ii. Minimum setback from contiguous property not within the Property: 10 feet except that such setbacks shall not apply to what is generally known as signs, sign towers, walls and other similar entry features and parking.
 - iii. Minimum setback to property owned by Developer: zero feet. Minimum setback to County or City collector, minor collector, or arterial road: 20 feet from road ROW. Minimum setback to State Roads: 20 feet from road ROW except that such setbacks shall not apply to what is generally known as signs, sign towers, wall and other similar entry features and parking.
- f. City of Wildwood Commercial Design District Standards: Due to the size of the Project and the undetermined locations of all non-residential areas, the City of Wildwood

Design District Standards are not required. However, the proposed non-residential areas shall be designed in a manner consistent with other non-residential areas within the existing Villages development.

- g. Food trucks are allowed within non-residential uses as a permanent use.
- h. Platting is not required for the development of non-residential property for transfer of single or multiple lot parcels; however, from time to time, as portions of the non-residential property are developed, the Developer or Owner may seek approval of a plat from the City which identifies lots, parcels, tracts, roadways, parking areas and stormwater systems which may be dedicated or conveyed to public entities or to remain in fee simple ownership.

4) Amenity/Recreational

- a. Minimum front yard setback shall be zero feet.
- b. Minimum side and rear yard setback: zero feet.
- c. Building separation shall be permitted at a minimum of 10 feet between structures.
- d. No limitation on maximum lot coverage shall apply.
- e. Maximum building height is 50 feet unless adequate fire protection is provided.
- f. Minimum setback to property owned by Developer: zero feet. Minimum setback to County or City collector, minor collector, or arterial road: 20 feet from road ROW. Minimum setback to State Roads: 20 feet from road ROW except that such setbacks shall not apply to what is generally known as signs, sign towers, wall and other similar entry features and parking.

5) Cell Towers

- a. Towers and wireless communication services shall have a setback of one half the height of the tower except those towers designed to collapse upon themselves.

6) Water Towers

- a. Water towers shall have a setback of one half the height of the tower except those towers designed to collapse upon themselves.

7) Mining within the Project will comply with section 3.20 of the City LDR.

C. RECREATIONAL VEHICLE DEVELOPMENT

1) Purpose

The purpose of this section, applying to Recreational Vehicle Developments (RVD), is to provide an environment in which recreational vehicles or dwellings may be located to enhance the enjoyment of leisure time activities and to provide a means whereby the use

occurring upon the land will be made more compatible with the surrounding properties. The following provisions shall apply to RVDs permitted by this Code.

2) Definition

An RVD shall include a parcel of land under unified management which has been planned, designed, and constructed for the placement of units for short-term, long-term, or permanent occupancy for recreational purposes.

3) A recreational vehicle (RV) shall include:

- a. Travel trailer - A vehicular, portable structure built on a chassis, designed as temporary living quarters for travel, recreation and vacation. This includes, but is not limited to: bumper pull, 5th wheel, sport utility, and various styles as pulled by a vehicle.
- b. Truck camper - A structure designed to be mounted on a truck chassis for use as temporary living quarters for travel, recreation, and vacation.
- c. Motor home - Constructed on a commercial truck chassis, a specially designed motor vehicle chassis, or a commercial bus chassis.
- d. Camping trailer - A canvas or other collapsible folding structure, such as pop-up, or tent trailer, mounted on wheels, designed as temporary living quarters for travel, recreation, and vacation use.
- e. Park model (or park trailer) - A transportable unit which has a body width not exceeding 14 feet which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances. Units constructed to ANAI A-19.5 shall not exceed 399 square feet. Units constructed to the U.S. Department of Housing and Urban Development standard shall not exceed 500 square feet. All measurements are to be taken along the exterior when in a setup mode. All "park trailers" must be set up and anchored as established by the Florida Building Code.
- f. Houseboat - A houseboat is a boat that has been designed or modified to be used primarily as a functional dwelling. Houseboats may or may not be motorized, and can be permanently moored to a fixed point attached to the land.

4) A recreational dwelling shall include:

- a. Cabin - A cabin is a small, permanent structure of no more than 1500 square feet designed to provide lodging in a recreational area.
- b. Tiny house - A tiny house is a small, permanent structure of no more than 500 square feet designed to provide lodging in a recreational area.
- c. Glamping dwelling - A glamping dwelling may include, but is not limited to, a permanent or semi-permanent structure with a membranous exterior that may or may not be connected to utilities, but is securely fastened to the ground.

- d. Tree house - An elevated, permanent platform structure used for lodging in a recreation area when connected to utilities necessary for operation of installed fixtures and appliances in or around treed areas.
- e. Hill House - A permanent structure set at or just below earth plain used for lodging in a recreation area when connected to utilities necessary for operation of installed fixtures and appliances and cover with earth.

5) Permit Process

- a. RVDs must go through the site plan approval process in this code.
- b. RVDs where units will be sold must also follow the Record Plat process.

6) General provisions

- a. RVDs shall be classified as a tourism-oriented mixed use development, with a combination of residential, commercial, and support uses in the ARD zoning district.
- b. As a condition of the site plan approval, the following uses may be permitted, but not limited to: commercial and non-commercial, recreation facilities (such as pavilions, sports courts, gathering spaces and structures, etc.), entertainment facilities, park offices, maintenance facilities, dumping stations, toilets, showers, laundry facilities, tourist-oriented retail developments, such as: retail sales establishments, personal service establishments, food service establishments with or without alcohol sales, child care centers, RV model units, or sales and service establishments, mobile home, single family detached or attached dwelling, enclosed storage structures and storage garage facilities. No such structures shall be located within any required setback, any required perimeter buffer, or any utility or drainage easement.
 - i. Such uses shall be conducted for the convenience of the occupants and guests of the RVD, and the public;
 - ii. Such retail establishments may be oriented to the interior or exterior of the RVD.

7) Specific provisions

- a. All RVDs shall contain a minimum of 10 acres.
- b. There shall be a building setback of 10 feet from any road right-of-way for any commercial building or accessory building.
- c. Property adjacent to federal, state, or county highways shall maintain a minimum building setback of 20 feet from the highway right-of-way for any structure or RV. The minimum building setback for property adjacent to interior roads is 10 feet.
- d. All RVs and additions shall have no side or rear setback, but must maintain 10 feet of building/RV separation.

- e. A well-maintained, landscaped buffer of at least five feet is required around the perimeter of the RVD.
- f. There is no minimum lot size, lot width, or lot depth.
- g. The density of 30 lots per acre may not be exceeded.
- h. Internal roadways must have a minimum width of 12 feet for one-way drives or 24 feet for two-way drives.
- i. Adequate trash disposal facilities or services shall be provided with easy access from each site.
- j. Each lot shall be identified by a marker clearly visible at a minimum distance of 20 feet.
- k. All structures, additions, and attachments located in the RVD must be constructed to meet standard building codes. Such additions and attachments shall include, but are not limited to: carports, storage sheds, cabanas, screen rooms, pull-out or tip-out units, skirting and awnings, pergolas, gazebos, and shall be permitted, except as qualified below:
 - i. No such addition or attachment shall be attached to any RV having a vehicular body length less than twenty feet.
 - ii. Additions and attachments may be designed to be removable. They may be attached to the RV and parking or patio pad.
 - iii. No such addition or attachment shall be located within any setback, any perimeter buffer of the RVD, or any utility or drainage easement.
 - iv. Additions or attachments may be connected to utilities, including, but not limited to: sewer, water, electric, and gas.
 - v. All additions and attachments must be properly permitted as required by state and local law.
- l. All “park trailers” or “park models” shall be required to obtain permits prior to set-up or connection to utilities, as pursuant to this code.

D. ROADWAYS AND PARKING

The concept for the local street system is a “soft” grid of curving streets. The geometry creates a unique neighborhood identity, relates to the existing land forms, provides for a more pedestrian-friendly environment, and improves street vistas. This Project is not required to provide any connectivity (vehicular or pedestrian) to any adjacent property or project.

1) Gated Access

The access points to the Project may be gated with resident-only gates by the Developer or its successors or assigns. All gates will open with a push button system allowing vehicular traffic to enter the project. All gates will allow public access.

2) Local Street Network

Project roadways shall meet the following minimum criteria which are clarifications and/or extensions of the regulations and requirements contained in the LDR.

- a. Pavement radii for residential streets, including those connecting to collector roadways, shall be 25 feet. ROW radii for residential streets shall be 20 feet. Minimum ROW may be 35 feet for all local and collector streets.
- b. Minimum intersection separation shall be 100 feet.
- c. There are no restrictions on the placement of residential driveways near intersections. However, residential driveways shall be placed on the minor street. Driveways shall be placed consistent with previous developments with The Villages.

Driveway permits will not be required to be submitted with each residence within the project. All residential driveways will comply with The Villages Construction & Development Manual, as amended.

- d. Roadways, except as otherwise stated in this Agreement, will be designed and classified based on the LDRs and as approved by the City Engineer.
- e. The Project is not required to provide sidewalks on streets. A multimodal and/or shared use path shall be provided within the Project.
- f. Pavers may be installed at crosswalks, entrance features, or other areas, within the right-of-way, to enhance the Project.
- g. Stop signs on local streets may be 24" in size.
- h. Villa type home products shall not require a turnaround for up to 750 feet.

3) Commercial Roadway Projects

Non-publicly dedicated roadways may be constructed from time to time pursuant to individual site plan approval without the need for platting. The layout for roadways within the property shall be depicted and approved on an individual basis. No minimum road centerline gradient is required where roadway drainage is provided that will prevent excess buildup of stormwater runoff and protect the public safety.

4) Golf Carts

Golf carts that meet the minimum equipment standards established by Florida State Statutes are allowed to utilize the roadways within the Project for all roadways signed 30 miles per hour or less and can operate between sunrise and sunset.

Golf carts that meet the minimum equipment standards established by Florida State Statutes and are equipped with additional equipment which includes headlights, brake lights, turn signals, a windshield, and reflective devices on the sides of the golf cart that could include reflective tape, are allowed to utilize the roadways within the Project for all roadways signed 30 miles per hour or less and can operate at any time day or night.

Golf cart access to or from city streets or multimodal paths outside the Project are not required and are prohibited unless explicitly approved by the Developer or its successors or assigns.

5) Road Right of Way

All roadways and road ROW will be dedicated to the City. The City will maintain all improvements within the ROW which include, but are not limited to, pavement, pavers, bridges, underground City-owned pipe utilities, storm drains, sidewalks, curbing, all street lights, traffic signals, and all required Manual on Uniform Traffic Control Devices (MUTCD) street signs. Tracts, Easements and other similar areas that are adjacent to the ROW can be combined with the ROW to meet minimum ROW width criteria. Local streets may have a 35' ROW with curbing being optional.

6) Existing Road Right of Way

The City will work with Developer to abandon/vacate existing ROW within the Project when necessary such as when ROW is deemed not needed by the Parties, never served as a road, or will no longer serve as a road due to proposed development.

7) Stormwater Management Systems

Except for those stormwater management systems within the City's right-of-way, the City shall have no obligation for the maintenance of stormwater management systems, and the Developer, or its assignees, hereby assumes maintenance of all improvements.

8) Parking Requirements

Parking within the project will be provided as detailed below:

Nonresidential Land Use	Required Parking Spaces Per Indicated Areas
1. Bowling Alley	3.0 Per lane
2. Church/Synagogue	1.0 Per 3 seats
3. Fiduciary Institutions	1.0 Per 300 sq.ft GFA
4. Hotel	1.1 per sleeping room or rental unit
5. Industrial	1.0 Per 750 sq.ft GFA
6. Manufacturing	1.0 Per 750 sq.ft. GFA devoted to manufacturing
7. Medical Center	1.0 Per 250 sq.ft GFA
8. Assisted Living/Skilled Nursing Facility/Memory Care	1.0 Per 4 beds

9. Independent Living Facility	To be determined by specific occupancy
10. Nightclub/Bar	1.0 Per 2.5 seats
11. Offices	3.0 Per 1,000 sq. ft GFA
12. Restaurant and Fast Food Establishment	1.0 Per 125 sq.ft of gross leasable area or 1.0 Per 2.5 seats, whichever is greater
13. Commercial or general retail independently located	1.0 Per 250 sq. ft of gross leasable area
14. Golf Driving Range	1.0 space per tee
15. Recreational Use	To be determined by specific occupancy
16. Public/Institutional Use	To be determined by specific occupancy
17. Mixed Use Shopping Center	
Under 400,000 sq. ft. GLA	3.5 Per 1,000 sq. ft. GLA
Over 400,000 sq.ft. GLA	3.0 Per 1,000 sq.ft. GLA
18. Storage areas	1.0 Per 2,000 sq.ft. GLA
19. Theater	1.0 Per 4 seats
20. Multi-Family	1.5 Per unit
21. Warehouse	1.0 Per 3,000 sq. ft. GFA

- a. Habitable Building Area shall not include stairways, alcoves, elevator and elevator shafts, mechanical closets and similar areas of a building. Parking within the Project shall be measured on an aggregate basis, and at the time of site plan submittal, the owner shall also supply documentation indicating that sufficient parking is currently provided, or will be constructed, pursuant to the Project depicted in the site plan.
- b. Once a structure has been constructed and parking provided pursuant to the requirements set forth in this Agreement, any subsequent reconstruction of the building not increasing the square footage of Habitable Building Area will not be required to document or comply with any parking requirement.
- c. Parking areas may be used as loading and unloading zones without striping or demarcation.
- d. On-street parallel parking may be constructed with a width of eight feet.
- e. Historical parking criteria can be used to modify the parking requirements and shall be approved by The Villages of Southern Oaks DRC.
- f. No approval from the City of Wildwood is required to modify parking criteria within The Villages of Southern Oaks and shared parking is permitted.
- g. Any proposed use not found within this section shall defer to The Villages of Southern Oaks DRC.

E. OPEN SPACE, LANDSCAPE DESIGN, AND BUFFERS

1) Open Space

The Project shall maintain a minimum of 25% open space consistent with the City's Comprehensive Plan. Open space shall include at a minimum passive and active recreational uses, buffers, stormwater ponds, recreation centers, wetlands/ other conservation areas, golf courses, parks, trails, and other easements/ tracts. A community development district (CDD), homeowner's association (HOA), property owners association (POA), or other private entity, must maintain all such elements unless such elements are dedicated to the public and such maintenance shall be determined by separate agreement of such dedication. Open space shall not include ROW (public or private), yards, or lots of record per plat, driveways, off-street parking areas, or other impervious surface areas that do not meet the criteria. Open space areas will be assigned within the Project as a whole, regardless of phase.

2) Landscape Design Objectives

The overall objective of landscape design in the Project is to create a unique and instantly recognizable setting with a consistent sense of design character for the various uses, facilities, and common areas within the community. The landscape treatment may vary in character based on the specific architectural design. The scale and extent of the landscaping will reflect that of the building, site, and setting, as well as that of other sites in the vicinity. The consistency of the landscaping is intended to add an image of quality to the community and to unite the various uses and facilities within the Project through consistency of materials and continuity of design.

The design of all landscaping and irrigation within the community will occur via a review and approval process administrated by the DRC. Therefore, individual landscape plans are not required to be submitted to the City. However, the City acknowledges the level of landscaping shall remain substantially consistent with other projects within Villages developments in the City of Wildwood, including The Villages of Wildwood, Village of Fenney, and The Villages of Southern Oaks.

For optimum creativity and quality, this process must be somewhat subjective, thus a limited amount of specific criteria can be cited herein. The design effect will be defined and perpetuated by completed areas within the community as they are built. The DRC will require the same design approach for all subsequent facilities in the project, including outparcels developed by others.

3) Buffer Requirements

- a. The Project shall include a 20-foot perimeter landscape buffer easement/ tract along the boundary lines. Where landscaped open space, recreation, golf, wetlands, upland buffers, or other conservation areas are located along the property boundary, no perimeter landscape buffer is required. No perimeter buffer shall be required for portions of the property that are adjacent to compatible uses being constructed by the same developer.

- b. The 20-foot perimeter landscape buffer may be reduced to zero feet if an approximate six-foot high wall or opaque fence is installed, for which no landscaping is required. Walls or opaque fences may be constructed within project setbacks.
- c. No onsite landscape buffer shall be required between internal parcels or uses. No landscape buffers shall be required along perimeters of the Project abutting properties not owned by the Developer with similar land uses.
- d. Stormwater ponds, existing topographic depressions, grading, and compensating storage areas shall be allowed within the perimeter landscape buffer.
- e. Where 20-foot perimeter landscape buffer is required on residential home sites, the landscape, wall/fence and irrigation shall be installed with each home construction.

4) Maintenance of Common Areas

Maintenance and repair of structures, lawn mowing, and landscaping maintenance of all common areas within the Project shall be owned and maintained by the POA, HOA and/or a CDD, at no cost or obligation to the City. The Developer/ owner shall create guidelines for the maintenance of common areas.

F. POTABLE WATER, SANITARY SEWER, EFFLUENT AND IRRIGATION

1) Potable Water, Sanitary Sewer and Effluent Disposal

The potable water, sanitary sewer and effluent disposal system shall be designed to meet the applicable utility provider's specifications. Additionally, the City acknowledges that the non-city utility may utilize portions of the public stormwater conveyance system to transfer captured stormwater and re-use water as defined by FDEP within the interconnected stormwater basin system via gravity flow and pressure pipe to improve water conservation.

2) Irrigation

The irrigation system shall be designed to meet the applicable utility provider's specifications including not required for specific housing projects.

EXHIBIT 9

VOSO APPLICATIONS



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

Revised 4/2022

Staff Use Only

Case No.: _____
Fee Paid: _____
Receipt No.: _____

VOSO - Master 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.

List Parcel Number(s): _____

Required Submittal Items: All submittals require an electronic copy with all below materials submitted in PDF format.

Note: All electronic files **MUST** be numbered and labeled as shown above. Failure to include the above supporting documentation will delay processing of your application package.

*Master Plan Application Fee - \$2,000, 3rd & subsequent resubmittals - \$1,000 each

- | | |
|---|--|
| ☐ A.0 Master Plan Application* | ☐ B.1 Master Plan, 24" x 36" |
| ☐ A.1 Property Card Printout (Include Parcel ID) | ☐ B.2 Sketch & Description Master Plan Parcel |
| ☐ A.2 Current Deed | ☐ B.2 Boundary Survey Parent Parcel |
| ☐ A.3 Aerial Photo / FEMA** | |
| ☐ A.5 Legal Description (Microsoft Word format) Master Plan Parcel | |
| ☐ A.6 Authorized Agent Form (as necessary) | |

****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

Attached to this application is a list of **REQUIRED** data, documents and forms for each application type as well as the adopted fee schedule. These items must be included when submitting the application package. Failure to include the supporting data will deem your application package **INCOMPLETE** and will not be processed for review. Per Sec. 14-3 of the Wildwood Code of Ordinances, all charges for engineering plan review, site inspections/visits, and other engineering services deemed necessary shall be paid by the developer at cost.

Signature: _____ Print Name: _____ Date: _____

If application is being submitted by any person other than the legal owner(s) of the property, the applicant must provide a notarized Authorized Agent form (available on the City's Website) from the owner to submit application.



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.: _____

VOSO - 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.

List Parcel Number(s): _____

Required Submittal Items: All submittals require an electronic copy with all below materials submitted in PDF format.

Note: All electronic files **MUST** be numbered and labeled as shown above. Failure to include the above supporting documentation will delay processing of your application package.

(Qgrc Plan Application Fee - \$2,000, 3rd & subsequent resubmittals - \$1,000 each

☐ A.0 Site Plan Application*

☐ B.2 Two (2) Sets of Plans, 24" x 36" C.4

☐ A.3 Aerial Photo/FEMA**

☐ Stormwater Calculations (as applicable)

☐ A.6 Legal Description (Word format)

☐ A.7 Authorized Agent Form, if 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.

Njc_qc bcqapg`c wmsp pcosqqr gl bcr_gj8 _____

Required Documents & Fees

Attached to this application is a list of **REQUIRED** data, documents and forms for each application type as well as the adopted fee schedule. These items must be included when submitting the application package. Failure to include the supporting data will deem your application package **INCOMPLETE** and will not be processed for review. Per Sec. 14-3 of the Wildwood Code of Ordinances, all charges for engineering plan review, site inspections/visits, and other engineering services deemed necessary shall be paid by the developer at cost.

Signature: _____ Print Name: _____ Date: _____



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.: _____

VOSO - Subdivision Improvement 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.

List Parcel Number(s): _____

Required Submittal Items: All submittals require an electronic copy with all below materials submitted in PDF format.

Note: All electronic files **MUST** be numbered and labeled as shown above. Failure to include the above supporting documentation will delay processing of your application package.

***Improvement Plan Application Fee - \$1,075, 3rd & subsequent resubmittals - \$537.50 each**

- | | |
|---|---|
| ☐ A.0 Improvement Plan Application* | ☐ B.2 Plan Set, 24" x 36" (Also Provide Two (2) Hard Copies) |
| ☐ A.3 Aerial Photo/FEMA** | ☐ C.4 Stormwater Calculations (as applicable) |
| ☐ A.6 Legal Description (Word Format) | |
| ☐ A.7 Authorized Agent Form, if 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

Attached to this application is a list of **REQUIRED** data, documents and forms for each application type as well as the adopted fee schedule. These items must be included when submitting the application package. Failure to include the supporting data will deem your application package **INCOMPLETE** and will not be processed for review. Per Sec. 14-3 of the Wildwood Code of Ordinances, all charges for engineering plan review, site inspections/visits, and other engineering services deemed necessary shall be paid by the developer at cost.

Signature: _____ Print Name: _____ Date: _____



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

Revised 4/2022

Staff Use Only

Case No.: _____

Fee Paid: _____

Receipt No.: _____

VOSO - Subdivision Final Plat Application

Contact Information:

Applicant Name: _____ Phone: _____

Address: _____ E-mail: _____

Owner Name: _____ Phone: _____

Address: _____ E-mail: _____

Surveyor 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.

List Parcel Number(s): _____

Required Submittal Items: All submittals require an electronic copy with all below materials submitted in PDF format.

Note: All electronic files **MUST** be numbered and labeled as shown above. Failure to include the above supporting documentation will delay processing of your application package.

*Final Plat Application Fee - \$700, 3rd & subsequent resubmittals - \$350 each

- | | |
|--|--|
| ☐ A.0 Final Plat Application* | ☐ B.1 Signed and Sealed Boundary Survey |
| ☐ A.3 Aerial Photo/Location Map** | ☐ B.2 Plan Set, 24" x 30" |
| ☐ A.6 Legal Description (Microsoft Word format) | ☐ E.2 Declaration, Covenants & Restrictions |
| ☐ A.7 Signed, Notarized Authorized Agent Form If applicable | ☐ E.3 Title Certificate |

****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

Attached to this application is a list of **REQUIRED** data, documents and forms for each application type as well as the adopted fee schedule. These items must be included when submitting the application package. Failure to include the supporting data will deem your application package **INCOMPLETE** and will not be processed for review. Per Sec. 14-3 of the Wildwood Code of Ordinances, all charges for engineering plan review, site inspections/visits, and other engineering services deemed necessary shall be paid by the developer at cost.

Signature: _____ Print Name: _____ Date: _____



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

VOSO- Record Drawing Clearance Procedures

Date: _____

Project Name: _____

The following items are required to be submitted to the City in one complete package:

- ☐ One (1) ORIGINAL Engineering of Record Certification of Completion on City of Wildwood form
- ☐ One (1) COPY of above Engineering of Record Certification of Completion
- ☐ Four (4) hard copies of sealed Record Drawings.
- ☐ Two (2) hard copies of all sealed original material testing lab reports.
- ☐ Two (2) hard copies of FDEP final clearance acceptance for potable water and sanitary sewer system, if applicable
- ☐ Two (2) CD copies of all above materials

Following review of the above items by the City Engineer, the City Engineer will review for completeness. Once the above items are found to be acceptable, a field inspection will be conducted by the City Engineer and a final punch list will be issued which must be satisfactorily completed prior to final acceptance of the site improvements.



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

VOSO - Final Construction Clearance Procedures

Date: _____

Project Name: _____

Final Acceptance of Site Plans and Subdivisions

The following items are required to be submitted to the City in one complete package:

- ☐ Two (2) hard copies of sealed final as-builts.
- ☐ Two (2) hard copies of certification letter to the City certifying that the constructed stormwater ponds have adequate volume for the project being certified complete.
- ☐ Two (2) hard copies of clearance forms from any other applicable permitting agencies, if possible (FDOT, etc)
- ☐ Two (2) CD copies of all above materials

Note: Please include all of the above checklist items. If any of the items do not apply to your project, please write "N/A" and explain in the notes section below. Failure to submit this checklist with your clearance package will result in a delay in processing.



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

VOSO- Engineer's Certification of Satisfactory Completion

City of Wildwood
 100 N Main Street
 Wildwood, Florida 34785

Project Name: _____

Applicant Name: _____

I hereby certify to the City of Wildwood that the above referenced project has been fully and satisfactorily completed in accordance with the approved plans and permits, and the provisions of the Land Development Code or VOSO Development Agreement.

This Certification is made based on site observations by me and/or others under my responsible charge, review of certified material testing reports, and review of record drawings prepared by a registered engineer.

I am forwarding herewith two (2) copies of the certified material testing reports and four (4) prints of the RECORD DRAWING which shows the improvements as constructed including dimensions and elevations. The RECORD DRAWING has been certified as correctly indicating actual conditions of construction.

By _____

(Typed Name)

Registered Engineer No. _____

SEAL REQUIRED

STATE OF FLORIDA

DATE: _____

**THE VILLAGES OF SOUTHERN OAKS AREA C
CHAPTER 163 DEVELOPMENT AGREEMENT**

This Development Agreement (referred to as the or this “Agreement”) made this _____ day of _____, 2022, by and between The Villages Land Company, LLC, a Florida limited liability company, (hereinafter referred to as “VLC”), whose mailing address is 3619 Kiessel Road, The Villages, Florida 32163, and which shall be referred to as “Owner”, “Developer” or “Master Developer” as hereafter described) and the City of Wildwood, a Florida municipal corporation whose mailing address is 100 North Main Street, Wildwood, Florida 34785 (hereinafter referred to a “City” or “Wildwood”). The City and VLC may sometimes be referred to collectively herein as the “Parties”.

WITNESSETH

WHEREAS, The Villages of Lake-Sumter, Inc., has served as the Developer of The Villages of Sumter Development of Regional Impact (DRI), The Villages of Marion Florida Quality Development (FQD), The Tri-County Villages DRI, The Villages of Fruitland Park DRI, The Villages of Wildwood DRI, The Village of Fenney, The Villages of West Lake and The Villages of Southern Oaks, together commonly known and referred to as “The Villages”; and

WHEREAS, The Villages have been developed as a self-contained age restricted community with amenities and services on site to meet the needs of its residents, including the provision of mixed use town centers and internal multi-use paths to minimize the use of the automobile; and

WHEREAS, The Villages has developed into a well-designed community with a population of over one hundred twenty-five thousand (125,000) with significant recreational opportunities on-site and approximately six million (6,000,000) square feet of non-residential development. This non-residential development has also provided new commercial development that has served and continues to serve the larger Wildwood community and surrounding areas; and

WHEREAS, VLC acquired property in south Wildwood that has been designated as Age Restricted Development (ARD) on the City’s Future Land Use Map (FLUM) and is referred to as The Villages of Southern Oaks (hereinafter referred to as the “Project”); and

WHEREAS, the City’s comprehensive plan includes Future Land Use Element Policy 1.5.5 which is a site specific policy that establishes development requirements for the Project. Policy 1.5.5 refers to The Villages of Southern Oaks Area C Chapter 163 Development Agreement which is this Agreement; and

WHEREAS, the Project contains mostly vacant lands that are approved for a wide range of urban uses such as commercial, residential, office and medical uses as well as agricultural uses as provided for in the City’s FLUM ; and

WHEREAS, VLC has chosen to divide the Project into areas with each area having a separate Chapter 163 Development Agreement with the City. The boundary of Area C is identified in **EXHIBIT 3** (hereinafter referred to as the “Property”). A location map of the Property is attached as **EXHIBIT 3**. The Property is owned by VLC although, in the future, portions of it may be transferred to another entity or subdivided and sold; and

WHEREAS, this Agreement is solely for Area C with a legal description attached as **EXHIBIT 1**; and

WHEREAS, this Agreement is needed to establish standards for how Area C and future areas relate including providing for the transfer of entitlements between the areas as needed; and

WHEREAS, the original agreement for Area C was adopted on February 24, 2020, and a subsequent amendment adopted on October 12, 2020, March 22, 2021, and on July 11, 2022 with each Agreement adopted as an amended and restated agreement, thereby ensuring that all prior Agreements will no longer be in effect; and

WHEREAS, VLC or another entity affiliated with the Owner is anticipating acquiring additional lands within south Wildwood in the future and is seeking with this Agreement to provide a format or template for long-term certainty and predictability of its development endeavors and a process for working with the City; and

WHEREAS, while development plans for the Project are currently only conceptual, it is important to all Parties to (1) establish the procedures under which the development can be conceptually approved so that, at the time of development, development orders and permits may be reviewed and acted on as efficiently and expeditiously as possible; (2) establish procedures that provide for predictability, yet appropriate flexibility to meet market changes during the term of this Agreement; and (3) to provide assurances that the Owner will be able to rely on for the life of this Agreement certain development rights as identified herein; and

WHEREAS, the City and the Owner has agreed on a term of thirty (30) years as sufficient to allow full development of the Property under the authority of the Florida Local Government Development Agreement Act as set out in Section 163.3229, Florida Statutes; and

WHEREAS, Sections 163.3220-163.3243, Florida Statutes, authorizes local governments and developers to enter into certain types of development agreements with long duration of up to 30 years to provide certainty to both parties in terms of current and future process and entitlements under such statutes; and

WHEREAS, the Property, is located in an area which is within a Joint Planning Area with Sumter County in order to plan for future public facilities and coordinate annexations; and

WHEREAS, developing these properties on additional land in a mixed use, compact development pattern connected by internal multi-use paths furthers the City of Wildwood’s policies in the south Wildwood area; and

WHEREAS, the Project, is planned to be integrated over time into The Villages but will not be a DRI; and

WHEREAS, this Development Agreement provides a statutory binding template much like a local Development Order. It strengthens the public planning process, encourages sound capital improvement planning and financing and assists in ensuring that adequate capital facilities are in place to address the impacts of development. It also encourages well thought out development and planning to reduce the costs and impacts of development to the citizens of Wildwood; and

WHEREAS, the City and the Owner agree that The Villages should have consistent requirements for its different communities to maintain continuity and to minimize confusion for both the City and The Villages; and

WHEREAS, the City recognizes that The Villages has procedures to address special events and other requirements which are applied through-out the communities and exemptions from the City's Code is warranted; and

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein and other good and valuable consideration, sufficiency and the receipt of which are hereby acknowledged, it is mutually agreed as follows:

I. PURPOSE, AUTHORITY AND LEGAL DESCRIPTION

(A) Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement by reference.

(B) Purpose. The purpose of this Agreement is six-fold.

1) It will provide a binding written agreement between the City and the Owner for the long-term development in order to provide a mutually acceptable process for the City and certainty to the Developer;

2) It will set out for both Parties and the citizens of Wildwood the density, intensity, land uses and processes to be followed for purposes of development;

3) It will approve new development rights and clarify certain development rights or assumptions identified and clarify how the City's land development regulations (LDR's) will apply;

4) It will anticipate and plan for future development to be continuing; and

5) It will establish design standards and a process, both for this development and other development which will take place under the Age Restricted Development (ARD) future land use and zoning category; and

6) It will help ensure consistency and continuity between The Villages communities by providing exemptions from specified provisions in the City's Code.

(C) Authority for Agreement: This Agreement is entered into pursuant to the authority of the Florida Local Government Development Agreement Act which consists of

Sections 163.3220-163.3243, Florida Statutes, the authority under those sections are supplemental and additional to the powers conferred upon local governments by other laws and it encourages sound capital improvement planning and financing, reducing the cost of housing and development and encouraging a commitment to long-term comprehensive planning for a community.

(D) Legal description. The Property subject to this Agreement is shown by a sketch of the Property and legal description which is attached and incorporated as **EXHIBIT 1** and a location map as **EXHIBIT 3**.

II. APPROVED LAND USE AND DEVELOPMENT RIGHTS

(A) Land Use. The City has changed the future land use of the Property to ARD and has also approved ARD zoning. The City has also adopted Future Land Use Element Policy 1.5.5 which is a site specific policy that only applies to the Project. All approvals are in effect.

TABLE 1: AREA C PROJECT ENTITLEMENTS

LAND USE	APPROVED DEVELOPMENT
RESIDENTIAL	16,191 DWELLING UNITS (AGE RESTRICTED)
NON-RESIDENTIAL	2,959,000 SQUARE FEET OF COMMERCIAL/OFFICE 80,000 SQUARE FEET OF OFFICE/GOVERNMENT

(B) Proposed Entitlements, Conversion Matrix.

1) The Table 1 entitlements can be converted to other uses authorized by the ARD future land use and zoning and Future Land Use Policy 1.5.5 utilizing a land use conversion matrix included in **EXHIBIT 2** and a process described by this Agreement.

2) Although not specifically listed above, all uses authorized by the City's comprehensive plan which are permitted within the Project are set out in **EXHIBIT 4**.

3) The VLC is the Master Developer for the Project. As the Master Developer, VLC owns and controls all of the development rights and entitlements within the Project which are identified in Table 1 above for Area C. Any proposed development or improvements to property within the Project requires the prior written approval of the Master Developer, including, but not limited to, use of any entitlements as to any parcel or property within the Project. No new development can occur that reduces VLC's entitlements or Master Developer rights without Master Developer's prior authorization. VLC maintains an accounting of its development entitlements and will provide a copy to the City upon request.

4) VLC may transfer entitlements to and from Area C to any future area within the Project without requiring an amendment to this Agreement. VLC must provide the City notice of at least thirty (30) days in advance of transferring entitlements with no approval required by the City. Table 1 will be revised to reflect the current entitlements once an amendment is proposed to the Agreement.

(C) Future Phases. The development process approved by this Agreement only applies to the legal description attached as **EXHIBIT 1** and, as will be more fully explained later in this Agreement, additional lands cannot be added without going through the statutory process of amending this Agreement or, at the sole option of the Owner, entering into a separate 163 Agreement for future land. Accordingly, in the future, there may be additions of development phases or the additional lands could be added to this Development Agreement by the statutory process developed as a single phase. However, if developed in future phase and/or separate phases, since the real estate is not always contiguous to the Property in Exhibit 1, there will be no aggregation of traffic under the City's LDR for mitigation purposes because all of the development on these lands will not be using the same roadways. If additional lands are added, either through an amendment to this Agreement or at the election of the Developer, a new development agreement, the Developer will provide the required public notices and direct notices to affected individuals and will provide density, intensity, use and any infrastructure known to be needed at the time, as required by the statutes. However, nothing contained in this paragraph or this Agreement shall be construed as requiring the City to adopt any amendment to this 163 Agreement or to adopt any separate 163 Agreements.

III. LAND USES AND APPROVED DEVELOPMENT RIGHTS AND ASSUMPTIONS

(A) Permitted Uses, Density and Intensity

1) Uses Permitted in Project. The Project is approved for the uses permitted in ARD land use and zoning category and Future Land Use Policy 1.5.5 as identified in **EXHIBIT 4**, including all permitted accessory uses. The maximum residential density in the ARD is 30 units per acre with no minimum density and the maximum intensity is 0.5 FAR, except for the Town Center and Medical Campus which is 3.0 FAR. ARD is a mixed use category which must meet the minimum and maximum percentages identified in the Future Land Use Element Policy 1.5.3 of the City's plan.

2) Agricultural. The Property has historically been used for agricultural activities and the Developer may pursue bona fide agricultural and silvicultural uses on the Property unless all permits and approvals necessary for a portion of the Agreement are within an approved Site Plan. For purposes of this Agreement, Site Plan is defined as either a non-agricultural site plan approval or a residential improvement plan approval from the City. There may be numerous Site Plans on the Property so if a Residential or Non-Agricultural Site Plan is approved for one area, agricultural use will stop in that area but may continue in others without approved Site Plans.

3) Mining. Mining is permitted pursuant to Section 3.20 of the City's Land Development Regulations.

4) Additional Land Uses. Additional land uses other than those permitted under the comprehensive plan require approval by the City through an amendment to the City's comprehensive plan. No amendment to this Agreement will be required to implement those uses so long as the additional land uses were approved through the comprehensive plan amendment process.

5) Towers and Wireless Communication Services. Towers and Wireless Communication Services (including cell and wireless communication towers) are a permitted use within the Property and are thus exempt from requiring a Special Exception Use and exempt from the requirements in Section 3.9 (E)(18) of the City of Wildwood Land Development Regulations. Towers and wireless communication services adjacent to external residential zoned properties shall have a setback of one half the height of the tower except those towers designed to collapse upon themselves. Collapsing towers and those towers not adjacent to external residential zoned properties shall comply with the setback and buffering provisions contained in **EXHIBIT 8**.

6) Alcoholic Beverages. The sale and consumption of alcoholic beverages is permitted within the Property. The Property is exempt from Section 4-5(a) of the City of Wildwood Code of Ordinances. All non-residential areas and uses, recreational areas and uses, and areas of mixed use shall be exempt from Section 4-2(a) of the City of Wildwood Code of Ordinances. However, streets dedicated to the City, sidewalks dedicated to the City, alleys dedicated to the City, and City owned public parks shall not be exempt from Section 4-2(a). This exemption shall not exempt the sale and consumption of alcoholic beverages from complying with the alcoholic beverage laws of the State of Florida.

IV. PROJECT INFRASTRUCTURE FACILITIES AND UTILITIES

(A) Transportation

1) Traffic Generation/Analysis. Based on the traffic impact study methodology approved by the City, the traffic consulting firm of Kimley-Horn & Associates has conducted a transportation analysis for the amount of development approved in **TABLE 1**. The result of the Kimley-Horn & Associates analysis was that no new off-site transportation improvements are needed for local roads for the time period and development scenario analyzed. The traffic analysis is attached as **EXHIBIT 6**.

2) Traffic Assumptions. The City agrees that Developer may use the following transportation assumptions when conducting a traffic analysis for development within the Property:

a) Developer may rely upon both the 2005 Origin and Destination Survey Summary Report and the 2008 Origin and Destination Summary Report of Non-Residential Travel Characteristics Study performed by Kimley-Horn & Associates and approved by FDOT for The Villages DRI's. Those assumptions provided a high community capture rate, given the mixed use nature of the development, the roadways and non-vehicular connections and the age restricted nature of the development with less persons per household and fewer work trips.

b) Developer may assume that the City will permit Developer in the future to assume the amount of development identified in **TABLE 1** is approved 12,417 PM peak hour trips.

3) **Traffic Conversion to Other Land Uses.** Developer may convert development entitlements depicted in **TABLE 1** to other uses approved in the City's comprehensive plan, only so long as the total trips generated do not exceed the trips permitted in **TABLE 1**. Attached and incorporated as **EXHIBIT 2** is a Land Use Conversion Table (the "Conversion Table") identifying the trip equivalency for each land use permitted. No amendment to this Agreement is required in order to utilize the Conversion Table. Developer must provide the City notice of at least thirty (30) days in advance of using the Conversion Table with no approval required by the City.

4) **New Traffic Analysis.** If Developer proposes new additional development entitlements within this Property [excluding transfers pursuant to Section II (B) 4. of this Agreement and conversions pursuant to Section IV (A) 3. of this Agreement], it will be required to provide a new traffic analysis or demonstrate to the City's satisfaction that a new traffic analysis is not required. Such additional new entitlements on the Property subject to this Agreement will be treated as aggregable for traffic mitigation proposed pursuant to Section 1.17 of the City's LDR's.

5) **Transportation Modes.** Developer will provide within the Project (or outside of the Project but within The Villages, as needed) multi-use paths, lanes and connectivity bridges and tunnels consistent with those at The Villages' DRI's in order to provide interconnectivity for golf carts and other modes of transportation for the purpose of reducing reliance on automobiles.

6) Developer acknowledges that development on the Property will be subject to Sumter County's impact fee ordinances and also any agreements entered into between Developer and the County for credits against such ordinances.

(B) **Potable Water and Sanitary Sewer Service**

1) An affiliate of Developer and the City have entered into a separate Utility Franchise Agreement in order to address provision of potable water and sanitary sewer services to the Project. That Agreement is attached as **EXHIBIT 7** but is not incorporated into this Agreement, so that the Parties may agree on changes to it over time and not have to amend this Agreement.

(C) **Solid Waste Service**

1) Solid Waste service will be provided by an affiliate of Developer pursuant to a franchise agreement between such affiliated party and the City. Such Agreement will be included in the file but will not be incorporated into this Agreement so that the Parties can agree on a change without having to amend this Agreement.

(D) **Availability of Infrastructure**

1) Necessary potable water and sanitary sewer, neighborhood streets, gas lines, power, phone, fiber and cable, as well as any new facilities required to service the same, shall be constructed or installed so as to be available concurrent with the development which is served by it.

(E) Public School Impacts

1) The Developer must at the time of development for any non-age restricted dwelling units created within the Project coordinate with the Sumter County School Board to address school capacity.

V. GENERAL REQUIREMENTS AND DESIGN CRITERIA

The general requirements and design criteria covering the Property are attached and incorporated as **EXHIBIT 8**. The Project shall adhere to the design standards contained within the Agreement, the Project's Standard Detail Manual and the City's LDR's amended October 14, 2019 (Water, Sewer, and Miscellaneous Details). A Standard Detail Manual will be provided to the City for review and approval. The manual will serve as a guide for purposes of development and include those requirements of **EXHIBIT 8**.

(A) Permitting, Construction, and Reconstruction of Buildings

1) Project Approval Process. The Developer shall submit a master development plan that generally shows the intended development including roadways, amenities, ponds, buffers and neighborhoods for each phase of development. The master development plan shall be submitted to the City and go through the Project Review Committee (PRC), Planning and Zoning and City Commission process to obtain approval. Once the master development plan has been approved, all projects within the boundary of the master development plan only require PRC approval. Alteration of land, grading, mass grading and/or stormwater earthwork projects do not require a permit from the City. Mass grading and/or stormwater earthworks shall be defined as excavation and filling on the Project on a large scale over a large area to achieve final grades as established by the engineer of record and as approved by SWFWMD. Generating large quantities of soil via deep excavation and temporary stockpiling the material is an approved use. A copy of the SWFWMD permit shall be provided to the City once obtained. For improvement plans, site plans and plats which are included within an approved master plan, the Development Services Director or assignee shall have the option to review, approve and/or comment without going through the PRC process.

The City shall not review or comment on utilities that are not owned or maintained by the City. Dry utilities (i.e. power, phone, fiber, cable, gas, etc.) designs will be provided during the record drawing process. Building elevations are not required for Site Plan approval. Existing zoning, existing future land use, and soils maps will be provided during the master development plan submittal and will not be required to be submitted with each subdivision, Site Plan, amenity, roadway project, or final plat. The aerial and floodplain maps shall be submitted with every project.

2) Plan changes made to the approved Site Plan during construction shall be provided to the Development Services Director to be placed into the file of record. A

modification to the permit will not be required, unless required by the Development Services Director.

3) Final Plat. Final plats shall meet all the requirements of F.S. Chapter 177 and shall be so certified by a Professional Surveyor and Mapper. The final plat shall be prepared on mylar using sheet sized 24 inches by 30 inches (24"x30") with a three-inch (3") margin on the left and one-inch (1") margin on the other three sides. Monuments for Permanent Reference Monuments (PRM's), Permanent Control Points (PCP's) and lot or tract corners shall be set in accordance with requirements of F.S. Chapter 177 with rebars and caps being acceptable for PRM's.

The plat shall be reviewed for conformity to F.S. Chapter 177 by a Professional Surveyor and Mapper either employed by the City or under contract to the City, and evidence of such review shall be placed on the plat. Field verification of any points or measurements shown on the plat will not be required for said review.

The following are not required to be submitted with the plat or shown on the plat:

- a) Driveway locations;
- b) Landscape Plans and Tree Surveys;
- c) Building Elevations;
- d) Stormwater/Drainage Calculations;
- e) Performance Bonds which may be addressed through the required CDD bonds;
- f) Maintenance Bonds which may be addressed through the required CDD bonds; and
- g) Preliminary Concurrency Determination.

4) The Engineer will provide Engineer's Certification of Completion, Material Testing Reports and Record Drawings to the City for approval. Record drawings will be provided by the Engineer to the City for approval prior to issuance of building permits. Once record drawings have been received or approved by the City, building permits may be issued by Sumter County. Landscaping, screen walls, entry signage, and fencing is not required to be completed to obtain record drawing approval. The record drawings shall include all plan changes during construction and the following certification on the submitted plans from the Engineer including signature and date:

"I hereby certify that the pavement, curbing, sidewalks, water, sewer, and storm drainage systems have been built in accordance with these "record" drawings. This certification is based on visual inspections. The record drawings are believed to be correct to the best of the Engineer's knowledge and the accuracy of the information cannot be guaranteed."

Within (ninety) 90 days of approval of the final Record Drawing within a master plan phase by the City, the Engineer will provide Final As-Built plans for the entire master plan phase at one time, Final Clearance of Potable Water, and Sanitary Sewer Systems by FDEP. If applicable, the engineer of record shall provide a letter to the City certifying that the constructed stormwater ponds have adequate volume for the project(s) being certified complete. The Developer shall have perimeter walls and perimeter landscaping substantially complete except for where construction access is required or in areas where the buffer shall be installed with the home. Appropriate digital files of the final As-Built agreed upon by the parties will be provided to the City.

The water and sewer utility provider will review and sign off on FDEP Clearance forms for submittal. The Engineer will provide the utility provider Record Drawings, passing pressure test results, lift station start up results, Operations and Maintenance manuals, unexpired bacteriological laboratory test results, and the FDEP clearance form signed by all parties with the exception of the water and sewer utility provider. The utility clearance process shall not hold up or delay in any way the Record Drawing approval process. The potable water and sanitary sewer shall be cleared prior to the certification of occupancy of a given home.

5) All structures and site improvements must be permitted by the City pursuant to Site Plans submitted to and approved by the City. The Developer shall install and complete all required site improvements with documentation including record drawings prior to the City issuing a Certificate of Occupancy for any permitted structure. Partial clearance may be obtained when proof is provided to the City that life safety items have been completed for Certificate of Occupancy. Site Plan approval shall be based upon adherence of this Agreement.

a) Easement and/or tract widths for utilities not owned and maintained by the City shall be determined by the utility having ownership and maintenance responsibilities.

b) Stormwater ponds connected to an irrigation pumping/bleed-down system are not required to have six (6) inches of freeboard.

c) If the water and sewer utility system is not owned by the City, utility cost estimates and inspection fees are not required as part of Site Plan approval.

6) Environmental reports are to be submitted only at the time of a comprehensive plan amendment.

7) Stormwater calculations are not required to be approved by the City as long as a SWFWMD permit is obtained. The Developer's engineer shall submit stormwater conveyance system calculations for storm systems to be owned and maintained by the City.

8) The traffic study submitted with the rezoning application shall be sufficient for the duration of the Project.

9) A tree preservation and mitigation plan is not required. However, a note shall be on the plans stating that the landscaping and tree mitigation shall be on an aggregate basis and consistent with historical development within The Villages.

10) Community Development Districts. It is anticipated that the Property will include one or more community development districts (CDD's) created by the City pursuant to Chapter 190, F.S. It is understood and agreed between the Parties that any obligations or requirements placed on Owner may be transferred to one or more CDD's for implementation and operation, pursuant to the authority in Chapter 190.

11) The PRC may approve minor changes to the Design Standards in this Agreement if it determines the changes meet the criteria for variances in Section 3.12 of the LDRs or are appropriate for the waiver process. Such minor changes may be approved by the PRC with no amendment required to this Agreement.

12) Failure of the Agreement to address a particular permit condition, term or restriction shall not relieve VLC of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction.

13) The Project is exempt from the collection of the Recreation Impact Fee effective October 1, 2019.

14) Only those applications found in **EXHIBIT 9** are required for the Project. These applications are specific to this Agreement.

15) The Developer or Developer's applicant may request an additional PRC meeting be held if ten (10) days' notice is provided to the Development Services Director in which approval of the request should not be unreasonably withheld.

(B) Amendments

Any amendments to this Agreement must follow the same process as adoption of the original agreement and the requirements of the Florida Local Government Development Agreement Act (Sections 163.3220-163.3243, F.S.)

VI. GOVERNING LAWS AND POLICIES. This Agreement establishes the standards that apply to this Project and if there is any conflict between the Agreement and the City of Wildwood Land Development Regulations this Agreement shall prevail. Furthermore, for those provisions not in conflict with this Agreement, the City's LDR's and policies governing the Project at the time of execution of the Development Agreement shall govern the development of land for the duration of this Development Agreement. The local government may apply subsequently adopted laws and policies to the development subject to this Agreement, only if the local government has followed the procedures set forth in 163.3233.

VII. COMPREHENSIVE PLAN. Pursuant to the terms and conditions of this Agreement, the City finds that the development, as proposed in this Agreement, is consistent with its Comprehensive Plan and applicable LDR's. As each Site Plan is submitted the proposed development will be subject to comprehensive plan and land use development review and consistency.

VIII. PERIODIC REVIEW. The City shall review the Property at least once every twelve (12) months to determine if there has been demonstrated good faith compliance with the terms of

this Agreement. If the City finds, on the basis of substantial competent evidence, that there has been a failure to comply with the terms of this Agreement, the Agreement may be revoked or modified by the City. Prior to taking such action, the City shall provide Owner with reasonable notice and an opportunity to demonstrate compliance with the Agreement and, in the event of failure to so demonstrate, remedy such noncompliance. Accordingly, if City staff believes Owner is not in compliance, it shall provide written notice and facts upon which the determination was made by either hand delivery to the Owner's office or by certified mail, return receipt requested. Such notice shall allow Owner to demonstrate compliance or seek to correct the non-compliance within forty-five (45) days, unless staff extends the time for good cause. If not resolved between Owner and staff within the deadline, an advertised public hearing shall be held before the City Commission within thirty (30) days or, if not possible, at the next available City Commission meeting after the initial thirty (30) days. At that public hearing, the City Commission shall make a determination of whether Owner is in compliance. If the determination is non-compliance, Owner shall be given a reasonable amount of time to remedy the non-compliance.

IX. DURATION. The duration of this Agreement shall be thirty (30) years but may be extended by mutual consent of the governing body and the Developer, subject to public hearings.

X. BINDING EFFECT. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to all successors in interest to the parties to this Agreement, whether by lease or purchase of a portion of the Property.

XI. GOVERNING LAW. This Agreement, and the rights and obligations of the Parties hereunder, shall be governed by, construed under and enforced in accordance with the laws of the State of Florida. Preparation of this Agreement has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against a party to the Agreement.

XII. SEVERABILITY. If any provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

XIII. EXHIBITS. Unless otherwise provided in this Agreement, all exhibits are incorporated herein by reference.

XIV. CAPTIONS FOR PARAGRAPH HEADINGS. Captions and paragraph headings contained in this Agreement are for convenience and reference only, and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provision hereof.

XV. COUNTERPARTS. This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same instrument. Execution of this Agreement may be evidenced by transmission of facsimile or electronic pdf copies.

XVI. ASSIGNABILITY. This Agreement may be assigned by the Developer to a third party.

XVII. EFFECTIVE DATE. This Agreement is effective when fully executed by all Parties, a copy is filed with the City Clerk in the Official Records and the FLUM amendment re-designating the Property as ARD goes into effect.

XVIII. TERMINATION. This Agreement shall terminate in thirty (30) years from its effective date, unless extended, or may be terminated by mutual consent of the Parties.

XIX. AMENDMENTS. This Agreement may be extended or amended by mutual consent of the parties so long as the extensions and amendments meet the requirements of Sections 163.3220-163.3243, F. S. All amendments will be adopted as an amended and restated version and when an amendment goes into effect then all prior agreements shall be null and void.

XX. NO CONSENT OF PROPERTY OWNERS REQUIRED. For purposes of amending this Agreement, the sole applicant shall be the Villages Land Company, LLC. No other landowners within the Property may seek an amendment to this Agreement and no consent of the other property owners within the Property shall be required.

XXI. FURTHER ASSURANCES. Each of the Parties hereto agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties hereby declare their intention to cooperate with each other in effecting the terms of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.

XXII. NOTICES. Any notices or reports required by this Agreement shall be sent to the following:

For the City:

City Manager
City Hall
100 North Main Street
Wildwood, Florida 34785
With copy to:

City Attorney
City Hall
100 North Main Street
Wildwood, Florida 34785

For the Owner:

Brian Hudson, Esq.
Corporate Counsel

The Villages Land Company, LLC
3619 Kiessel Road
The Villages, Florida 32163

Martin L. Dzuro, Manager
The Villages Land Company, LLC
3619 Kiessel Road
The Villages, Florida 32163

XXIII. PUBLIC HEARINGS. This Agreement was approved by the City Commission after two properly noticed public hearings before the City Commission on _____, 2022 and _____, 2022.

XXIV. ATTORNEYS' FEES. In the event that it becomes necessary for any party to this Agreement to enforce its rights under the terms of this Agreement, then in that event, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, including all trial and appellate litigation.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Agreement as of the date set forth below.

WITNESSES:

THE VILLAGES LAND COMPANY, LLC,
a Florida limited liability company

(Witness Signature)

BY: TVL Company, LLC, a Florida limited liability company, its Manager

(Witness Printed Name)

By: _____
Print Name: _____
Title: Manager

Date: _____

(Witness Signature)

(Witness Printed Name)

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this ____ day of _____, 2022 by _____ as Manager of TVL Company, LLC, a Florida limited liability company, the Manager of The Villages Land Company, LLC, a Florida limited liability company, who is personally known to me or who has produced _____ as identification.

Notary Public

Name (typed, printed or stamped)

WILDWOOD CITY COMMISSION

By:_____
ED WOLF, MAYOR

ATTEST:

Date

SUSAN PATTERSON, CITY CLERK
Approved as to Form:

CITY ATTORNEY

LIST OF EXHIBITS

Exhibit 1	Area C Legal Description
Exhibit 2	Land Use Conversion Matrix
Exhibit 3	Area C Location Map
Exhibit 4	Permitted Uses
Exhibit 5	Reserved
Exhibit 6	Kimley-Horn & Associates Traffic Analysis
Exhibit 7	Utility Franchise Agreement
Exhibit 8	General Requirements and Design Criteria
Exhibit 9	VOSO Applications

EXHIBIT 1

AREA C LEGAL DESCRIPTION

CHAPTER 163 COMPREHENSIVE PLAN – AREA C AMENDED AND RESTATED

A PORTION OF SECTIONS 16, 17, 20, 21, 22, 27, 29, 31, 34 AND 35, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, TOGETHER WITH ALL OF SECTIONS 28, 32 AND 33, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, TOGETHER WITH A PORTION OF SECTIONS 2, 6, 7, 9, 10 AND 11, TOWNSHIP 21 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, TOGETHER WITH ALL OF SECTIONS 3, 4, 5 AND 8, TOWNSHIP 21 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA. SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 2; THENCE RUN NORTH 89°43'30" WEST, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 2, A DISTANCE OF 2656.15 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 2; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 89°42'39" WEST, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 2, A DISTANCE OF 1324.15 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 2; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 0°15'29" WEST, ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 2, A DISTANCE OF 1297.23 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF A CANAL AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 0°15'29" WEST, ALONG SAID WEST LINE, A DISTANCE OF 29.55 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 11; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 0°05'46" WEST, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 11, A DISTANCE OF 1324.62 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 11; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°47'04" EAST, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 11, A DISTANCE OF 1324.39 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 11; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 0°07'00" WEST, ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 11, A DISTANCE OF 1324.80 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 11; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°46'35" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 11, A DISTANCE OF 1323.91 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 0°08'06" WEST, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 1326.69 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 11; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°46'55" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 11, A DISTANCE OF 1324.34 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 11; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 0°09'13" EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 11, A DISTANCE OF 1326.82 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 10; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°58'58" WEST, ALONG THE SOUTH LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 10, A DISTANCE OF 1316.92 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE NORTHEAST CORNER OF SAID SECTION 10 ; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 0°02'18" EAST, ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 10, A DISTANCE OF 1325.93 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 10; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°57'08" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4

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OF SAID SECTION 10, A DISTANCE OF 1317.78 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 10; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 89°57'53" WEST, ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 10, A DISTANCE OF 1319.05 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 10; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 89°57'53" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 10, A DISTANCE OF 1319.05 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 9; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 89°23'46" WEST, ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 9, A DISTANCE OF 2643.10 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 9; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 89°23'19" WEST, ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 9, A DISTANCE OF 2433.22 FEET TO A POINT ON THE EASTERLY LINE OF A FORMER CSX TRANSPORTATION, INC., RAILROAD RIGHT-OF-WAY PER OFFICIAL RECORDS BOOK 370, PAGE 258 AND OFFICIAL RECORDS BOOK 435, PAGE 227, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 21°15'33" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2145.78 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 9; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, RUN NORTH 89°26'03" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 996.48 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 9; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 0°02'43" WEST, ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 8, A DISTANCE OF 1979.08 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 8; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°40'53" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 8, A DISTANCE OF 2665.21 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 8; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 89°41'59" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 8, A DISTANCE OF 2650.68 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 7; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 89°19'05" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 2705.06 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 7; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 89°19'27" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 7, A DISTANCE OF 2604.89 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF STATE ROAD 471; THENCE DEPARTING SAID SOUTH LINE, RUN ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) THENCE RUN NORTH 0°06'20" EAST, A DISTANCE OF 896.90 FEET; 2) THENCE RUN NORTH 0°20'45" EAST, A DISTANCE OF 7007.95 FEET; 3) THENCE RUN NORTH 0°20'33" EAST, A DISTANCE OF 5640.55 FEET; 4) THENCE RUN NORTH 0°21'45" EAST, A DISTANCE OF 2331.13 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, RUN SOUTH 89°12'31" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 2625.82 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION 31; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 89°45'52" EAST, ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 2674.69 FEET TO THE NORTHWEST CORNER OF SAID SECTION 32; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 89°34'51" EAST, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 32, A DISTANCE OF 2659.20 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION 32; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 89°35'01" EAST, ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 32, A DISTANCE OF 2733.94 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 28; THENCE

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DEPARTING SAID NORTH LINE, RUN NORTH 0°08'00" WEST, ALONG THE WEST LINE OF SAID SECTION 28, A DISTANCE OF 4005.96 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 29; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°38'49" WEST, ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 29, A DISTANCE OF 2694.68 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 29; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°25'41" EAST, ALONG THE WEST LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 29, A DISTANCE OF 1335.19 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 20; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°43'54" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 20, A DISTANCE OF 2681.21 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 20; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°16'44" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 20, A DISTANCE OF 2658.68 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 20; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°39'12" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 20, A DISTANCE OF 2690.57 FEET TO THE CENTER OF SAID SECTION 20; THENCE RUN SOUTH 89°39'12" EAST, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 20, A DISTANCE OF 1337.86 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 20; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 0°24'57" EAST, ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 20, A DISTANCE OF 2656.98 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 17; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°35'34" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 17, A DISTANCE OF 1334.84 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 17; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 0°04'35" WEST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 17, A DISTANCE OF 1330.43 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 17; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°37'37" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 17, A DISTANCE OF 1334.55 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 17; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 0°05'18" WEST, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 17, A DISTANCE OF 236.10 FEET TO A POINT ON THE CENTERLINE OF A CANAL; THENCE DEPARTING SAID EAST LINE RUN ALONG THE CENTERLINE OF SAID CANAL THE FOLLOWING TWO-HUNDRED AND FOUR (204) COURSES AND DISTANCES: 1) THENCE RUN NORTH 88°17'05" EAST, A DISTANCE OF 49.10 FEET; 2) THENCE RUN SOUTH 76°37'00" EAST, A DISTANCE OF 79.38 FEET; 3) THENCE RUN SOUTH 59°41'38" EAST, A DISTANCE OF 45.15 FEET; 4) THENCE RUN SOUTH 85°27'34" EAST, A DISTANCE OF 55.70 FEET; 5) THENCE RUN SOUTH 68°22'19" EAST, A DISTANCE OF 122.63 FEET; 6) THENCE RUN SOUTH 50°21'16" EAST, A DISTANCE OF 34.96 FEET; 7) THENCE RUN SOUTH 8°36'07" EAST, A DISTANCE OF 32.45 FEET; 8) THENCE RUN SOUTH 87°16'32" EAST, A DISTANCE OF 39.24 FEET; 9) THENCE RUN SOUTH 26°58'31" EAST, A DISTANCE OF 30.15 FEET; 10) THENCE RUN SOUTH 75°29'28" EAST, A DISTANCE OF 38.42 FEET; 11) THENCE RUN NORTH 44°55'32" EAST, A DISTANCE OF 29.32 FEET; 12) THENCE RUN NORTH 85°53'14" EAST, A DISTANCE OF 130.24 FEET; 13) THENCE RUN SOUTH 74°08'34" EAST, A DISTANCE OF 57.69 FEET; 14) THENCE RUN SOUTH 45°01'12" EAST, A DISTANCE OF 89.32 FEET; 15) THENCE RUN SOUTH 23°27'16" EAST, A DISTANCE OF 60.38 FEET; 16) THENCE RUN SOUTH 68°18'59" EAST, A DISTANCE OF 65.13 FEET; 17) THENCE RUN SOUTH 67°59'12" EAST, A DISTANCE OF 34.77 FEET; 18) THENCE RUN SOUTH 2°52'50" EAST, A DISTANCE OF 44.07 FEET; 19) THENCE RUN

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SOUTH 70°40'06" EAST, A DISTANCE OF 24.51 FEET; 20) THENCE RUN NORTH 63°44'58" EAST, A DISTANCE OF 21.13 FEET; 21) THENCE RUN NORTH 0°58'17" EAST, A DISTANCE OF 29.02 FEET; 22) THENCE RUN NORTH 49°34'23" EAST, A DISTANCE OF 77.22 FEET; 23) THENCE RUN NORTH 81°08'29" EAST, A DISTANCE OF 43.74 FEET; 24) THENCE RUN SOUTH 73°07'24" EAST, A DISTANCE OF 61.82 FEET; 25) THENCE RUN NORTH 77°18'17" EAST, A DISTANCE OF 44.47 FEET; 26) THENCE RUN NORTH 44°09'06" EAST, A DISTANCE OF 32.67 FEET; 27) THENCE RUN NORTH 5°56'39" WEST, A DISTANCE OF 87.83 FEET; 28) THENCE RUN SOUTH 63°38'26" EAST, A DISTANCE OF 34.12 FEET; 29) THENCE RUN NORTH 81°37'44" EAST, A DISTANCE OF 52.43 FEET; 30) THENCE RUN SOUTH 21°33'01" EAST, A DISTANCE OF 82.39 FEET; 31) THENCE RUN SOUTH 47°02'29" EAST, A DISTANCE OF 15.42 FEET; 32) THENCE RUN NORTH 87°47'18" EAST, A DISTANCE OF 53.13 FEET; 33) THENCE RUN SOUTH 32°47'53" EAST, A DISTANCE OF 71.38 FEET; 34) THENCE RUN SOUTH 56°50'24" EAST, A DISTANCE OF 64.21 FEET; 35) THENCE RUN SOUTH 1°30'45" EAST, A DISTANCE OF 10.89 FEET; 36) THENCE RUN SOUTH 86°59'21" WEST, A DISTANCE OF 54.49 FEET; 37) THENCE RUN SOUTH 25°01'56" EAST, A DISTANCE OF 47.38 FEET; 38) THENCE RUN SOUTH 73°43'19" EAST, A DISTANCE OF 41.77 FEET; 39) THENCE RUN SOUTH 30°29'54" EAST, A DISTANCE OF 45.35 FEET; 40) THENCE RUN SOUTH 61°34'26" EAST, A DISTANCE OF 103.04 FEET; 41) THENCE RUN SOUTH 78°32'36" EAST, A DISTANCE OF 64.32 FEET; 42) THENCE RUN SOUTH 40°20'49" EAST, A DISTANCE OF 68.17 FEET; 43) THENCE RUN SOUTH 55°46'44" EAST, A DISTANCE OF 86.46 FEET; 44) THENCE RUN NORTH 29°53'51" EAST, A DISTANCE OF 44.60 FEET; 45) THENCE RUN NORTH 23°10'29" WEST, A DISTANCE OF 33.20 FEET; 46) THENCE RUN NORTH 18°35'37" EAST, A DISTANCE OF 27.55 FEET; 47) THENCE RUN NORTH 73°08'14" EAST, A DISTANCE OF 45.72 FEET; 48) THENCE RUN SOUTH 75°07'36" EAST, A DISTANCE OF 39.57 FEET; 49) THENCE RUN SOUTH 24°04'20" WEST, A DISTANCE OF 31.68 FEET; 50) THENCE RUN SOUTH 0°59'57" WEST, A DISTANCE OF 48.03 FEET; 51) THENCE RUN SOUTH 52°17'22" EAST, A DISTANCE OF 48.07 FEET; 52) THENCE RUN NORTH 66°20'51" EAST, A DISTANCE OF 13.56 FEET; 53) THENCE RUN NORTH 34°34'23" EAST, A DISTANCE OF 35.98 FEET; 54) THENCE RUN SOUTH 45°16'08" EAST, A DISTANCE OF 107.98 FEET; 55) THENCE RUN NORTH 87°21'34" EAST, A DISTANCE OF 18.41 FEET; 56) THENCE RUN NORTH 6°15'31" WEST, A DISTANCE OF 20.76 FEET; 57) THENCE RUN NORTH 12°46'38" EAST, A DISTANCE OF 80.57 FEET; 58) THENCE RUN NORTH 31°55'50" EAST, A DISTANCE OF 30.36 FEET; 59) THENCE RUN SOUTH 66°37'19" EAST, A DISTANCE OF 34.82 FEET; 60) THENCE RUN SOUTH 44°28'11" EAST, A DISTANCE OF 129.15 FEET; 61) THENCE RUN SOUTH 49°18'53" EAST, A DISTANCE OF 52.48 FEET; 62) THENCE RUN SOUTH 35°51'24" EAST, A DISTANCE OF 64.94 FEET; 63) THENCE RUN SOUTH 86°36'10" EAST, A DISTANCE OF 29.60 FEET; 64) THENCE RUN NORTH 34°03'48" EAST, A DISTANCE OF 33.17 FEET; 65) THENCE RUN NORTH 58°35'19" EAST, A DISTANCE OF 23.42 FEET; 66) THENCE RUN NORTH 67°28'48" EAST, A DISTANCE OF 16.16 FEET; 67) THENCE RUN SOUTH 70°01'48" EAST, A DISTANCE OF 59.36 FEET; 68) THENCE RUN SOUTH 52°24'28" EAST, A DISTANCE OF 49.31 FEET; 69) THENCE RUN SOUTH 6°11'39" EAST, A DISTANCE OF 112.62 FEET; 70) THENCE RUN SOUTH 19°21'43" WEST, A DISTANCE OF 48.17 FEET; 71) THENCE RUN SOUTH 30°01'39" EAST, A DISTANCE OF 42.40 FEET; 72) THENCE RUN NORTH 69°27'26" EAST, A DISTANCE OF 48.70 FEET; 73) THENCE RUN NORTH 38°44'14" EAST, A DISTANCE OF 49.09 FEET; 74) THENCE RUN SOUTH 69°21'47" EAST, A DISTANCE OF 64.50 FEET; 75) THENCE RUN SOUTH 9°46'55" WEST, A DISTANCE OF 34.17 FEET; 76) THENCE RUN SOUTH 21°11'09" WEST, A DISTANCE OF 33.22 FEET; 77) THENCE RUN SOUTH 60°39'35" EAST, A DISTANCE OF 18.66 FEET; 78) THENCE RUN SOUTH 85°21'11" EAST, A DISTANCE OF 42.63 FEET; 79) THENCE RUN SOUTH 50°22'51" EAST, A DISTANCE OF 65.53 FEET; 80) THENCE RUN NORTH 87°03'02" EAST, A DISTANCE OF 36.13 FEET; 81) THENCE RUN NORTH 66°54'01" EAST, A DISTANCE OF 18.47 FEET; 82) THENCE RUN NORTH 3°52'06" WEST, A DISTANCE OF 46.07 FEET; 83) THENCE RUN NORTH 11°37'08"

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EAST, A DISTANCE OF 55.42 FEET; 84) THENCE RUN NORTH 46°15'23" EAST, A DISTANCE OF 41.19 FEET; 85) THENCE RUN SOUTH 54°19'16" EAST, A DISTANCE OF 34.82 FEET; 86) THENCE RUN SOUTH 18°37'18" EAST, A DISTANCE OF 55.44 FEET; 87) THENCE RUN SOUTH 36°09'16" EAST, A DISTANCE OF 16.52 FEET; 88) THENCE RUN SOUTH 12°18'13" WEST, A DISTANCE OF 33.81 FEET; 89) THENCE RUN SOUTH 8°03'40" WEST, A DISTANCE OF 30.62 FEET; 90) THENCE RUN SOUTH 71°34'38" EAST, A DISTANCE OF 33.47 FEET; 91) THENCE RUN SOUTH 31°09'45" EAST, A DISTANCE OF 99.77 FEET; 92) THENCE RUN SOUTH 46°49'17" EAST, A DISTANCE OF 38.83 FEET; 93) THENCE RUN SOUTH 69°13'53" EAST, A DISTANCE OF 72.04 FEET; 94) THENCE RUN SOUTH 18°55'25" WEST, A DISTANCE OF 50.15 FEET; 95) THENCE RUN SOUTH 9°34'51" WEST, A DISTANCE OF 29.71 FEET; 96) THENCE RUN SOUTH 21°44'28" EAST, A DISTANCE OF 50.54 FEET; 97) THENCE RUN SOUTH 78°16'53" EAST, A DISTANCE OF 80.04 FEET; 98) THENCE RUN SOUTH 88°35'11" EAST, A DISTANCE OF 18.17 FEET; 99) THENCE RUN SOUTH 34°04'34" EAST, A DISTANCE OF 18.52 FEET; 100) THENCE RUN SOUTH 8°24'46" EAST, A DISTANCE OF 53.94 FEET; 101) THENCE RUN SOUTH 34°04'28" EAST, A DISTANCE OF 29.88 FEET; 102) THENCE RUN SOUTH 70°12'27" EAST, A DISTANCE OF 113.37 FEET; 103) THENCE RUN NORTH 83°21'16" EAST, A DISTANCE OF 55.94 FEET; 104) THENCE RUN SOUTH 89°13'20" EAST, A DISTANCE OF 47.61 FEET; 105) THENCE RUN SOUTH 56°34'43" EAST, A DISTANCE OF 18.77 FEET; 106) THENCE RUN SOUTH 10°37'01" EAST, A DISTANCE OF 52.15 FEET; 107) THENCE RUN SOUTH 13°09'59" WEST, A DISTANCE OF 13.56 FEET; 108) THENCE RUN NORTH 80°20'17" WEST, A DISTANCE OF 40.79 FEET; 109) THENCE RUN SOUTH 5°18'49" EAST, A DISTANCE OF 44.55 FEET; 110) THENCE RUN SOUTH 28°06'40" EAST, A DISTANCE OF 63.85 FEET; 111) THENCE RUN SOUTH 43°58'43" EAST, A DISTANCE OF 56.19 FEET; 112) THENCE RUN SOUTH 55°52'16" EAST, A DISTANCE OF 34.28 FEET; 113) THENCE RUN SOUTH 37°12'15" EAST, A DISTANCE OF 28.24 FEET; 114) THENCE RUN SOUTH 4°24'06" EAST, A DISTANCE OF 30.34 FEET; 115) THENCE RUN SOUTH 38°11'30" WEST, A DISTANCE OF 44.67 FEET; 116) THENCE RUN SOUTH 17°25'44" WEST, A DISTANCE OF 80.97 FEET; 117) THENCE RUN SOUTH 13°45'41" EAST, A DISTANCE OF 93.16 FEET; 118) THENCE RUN SOUTH 4°13'34" EAST, A DISTANCE OF 35.96 FEET; 119) THENCE RUN SOUTH 31°03'41" WEST, A DISTANCE OF 38.79 FEET; 120) THENCE RUN SOUTH 50°23'31" WEST, A DISTANCE OF 53.96 FEET; 121) THENCE RUN SOUTH 8°00'29" EAST, A DISTANCE OF 125.66 FEET; 122) THENCE RUN SOUTH 33°24'47" EAST, A DISTANCE OF 56.25 FEET; 123) THENCE RUN SOUTH 17°38'36" EAST, A DISTANCE OF 55.96 FEET; 124) THENCE RUN SOUTH 48°42'41" EAST, A DISTANCE OF 36.34 FEET; 125) THENCE RUN SOUTH 68°44'22" EAST, A DISTANCE OF 99.52 FEET; 126) THENCE RUN SOUTH 51°37'51" EAST, A DISTANCE OF 175.99 FEET; 127) THENCE RUN SOUTH 15°20'00" EAST, A DISTANCE OF 86.48 FEET; 128) THENCE RUN SOUTH 67°31'04" EAST, A DISTANCE OF 28.35 FEET; 129) THENCE RUN NORTH 90°00'00" EAST, A DISTANCE OF 24.61 FEET; 130) THENCE RUN SOUTH 53°45'09" EAST, A DISTANCE OF 81.87 FEET; 131) THENCE RUN NORTH 88°10'53" EAST, A DISTANCE OF 84.46 FEET; 132) THENCE RUN SOUTH 64°29'32" EAST, A DISTANCE OF 42.11 FEET; 133) THENCE RUN SOUTH 34°23'30" EAST, A DISTANCE OF 85.96 FEET; 134) THENCE RUN SOUTH 16°39'22" WEST, A DISTANCE OF 27.91 FEET; 135) THENCE RUN SOUTH 12°48'03" EAST, A DISTANCE OF 74.96 FEET; 136) THENCE RUN SOUTH 71°06'28" EAST, A DISTANCE OF 34.29 FEET; 137) THENCE RUN SOUTH 83°31'17" EAST, A DISTANCE OF 59.03 FEET; 138) THENCE RUN SOUTH 59°28'14" EAST, A DISTANCE OF 117.72 FEET; 139) THENCE RUN SOUTH 50°58'32" EAST, A DISTANCE OF 78.80 FEET; 140) THENCE RUN SOUTH 23°38'32" EAST, A DISTANCE OF 44.56 FEET; 141) THENCE RUN SOUTH 55°06'49" EAST, A DISTANCE OF 108.58 FEET; 142) THENCE RUN SOUTH 27°26'56" EAST, A DISTANCE OF 51.36 FEET; 143) THENCE RUN NORTH 85°41'13" EAST, A DISTANCE OF 19.40 FEET; 144) THENCE RUN NORTH 26°37'30" EAST, A DISTANCE OF 33.13 FEET; 145) THENCE RUN NORTH 51°21'35" EAST, A DISTANCE OF 14.12 FEET; 146)

**CHAPTER 163 COMPREHENSIVE PLAN – AREA C
AMENDED AND RESTATED**

THENCE RUN SOUTH 58°55'47" EAST, A DISTANCE OF 78.56 FEET; 147) THENCE RUN SOUTH 42°08'01" EAST, A DISTANCE OF 31.68 FEET; 148) THENCE RUN SOUTH 87°23'57" EAST, A DISTANCE OF 33.14 FEET; 149) THENCE RUN SOUTH 87°19'54" EAST, A DISTANCE OF 20.88 FEET; 150) THENCE RUN SOUTH 48°48'16" EAST, A DISTANCE OF 35.02 FEET; 151) THENCE RUN SOUTH 79°11'28" EAST, A DISTANCE OF 48.18 FEET; 152) THENCE RUN NORTH 71°14'56" EAST, A DISTANCE OF 24.55 FEET; 153) THENCE RUN SOUTH 65°15'18" EAST, A DISTANCE OF 20.68 FEET; 154) THENCE RUN SOUTH 1°55'57" WEST, A DISTANCE OF 32.53 FEET; 155) THENCE RUN SOUTH 40°26'02" EAST, A DISTANCE OF 26.19 FEET; 156) THENCE RUN NORTH 77°49'11" EAST, A DISTANCE OF 25.26 FEET; 157) THENCE RUN NORTH 44°24'19" EAST, A DISTANCE OF 52.38 FEET; 158) THENCE RUN NORTH 65°29'44" EAST, A DISTANCE OF 19.93 FEET; 159) THENCE RUN SOUTH 75°01'42" EAST, A DISTANCE OF 46.78 FEET; 160) THENCE RUN NORTH 88°57'43" EAST, A DISTANCE OF 39.65 FEET; 161) THENCE RUN SOUTH 41°53'52" EAST, A DISTANCE OF 24.69 FEET; 162) THENCE RUN SOUTH 19°02'23" WEST, A DISTANCE OF 47.42 FEET; 163) THENCE RUN SOUTH 9°25'46" EAST, A DISTANCE OF 21.71 FEET; 164) THENCE RUN SOUTH 71°28'04" EAST, A DISTANCE OF 120.01 FEET; 165) THENCE RUN SOUTH 58°53'24" EAST, A DISTANCE OF 65.88 FEET; 166) THENCE RUN SOUTH 27°59'46" EAST, A DISTANCE OF 61.20 FEET; 167) THENCE RUN SOUTH 85°44'39" EAST, A DISTANCE OF 31.86 FEET; 168) THENCE RUN NORTH 14°19'15" EAST, A DISTANCE OF 34.16 FEET; 169) THENCE RUN NORTH 89°24'57" EAST, A DISTANCE OF 33.12 FEET; 170) THENCE RUN SOUTH 49°49'11" EAST, A DISTANCE OF 94.23 FEET; 171) THENCE RUN SOUTH 9°37'52" EAST, A DISTANCE OF 140.51 FEET; 172) THENCE RUN SOUTH 11°42'52" EAST, A DISTANCE OF 99.77 FEET; 173) THENCE RUN SOUTH 33°42'31" EAST, A DISTANCE OF 107.91 FEET; 174) THENCE RUN SOUTH 15°23'26" EAST, A DISTANCE OF 162.21 FEET; 175) THENCE RUN SOUTH 56°20'13" EAST, A DISTANCE OF 282.99 FEET; 176) THENCE RUN SOUTH 73°23'48" EAST, A DISTANCE OF 298.06 FEET; 177) THENCE RUN SOUTH 66°21'49" EAST, A DISTANCE OF 344.48 FEET; 178) THENCE RUN SOUTH 70°55'17" EAST, A DISTANCE OF 449.10 FEET; 179) THENCE RUN SOUTH 89°03'48" EAST, A DISTANCE OF 410.32 FEET; 180) THENCE RUN SOUTH 64°00'12" EAST, A DISTANCE OF 129.11 FEET; 181) THENCE RUN SOUTH 25°15'06" EAST, A DISTANCE OF 161.04 FEET; 182) THENCE RUN SOUTH 12°54'52" EAST, A DISTANCE OF 954.44 FEET; 183) THENCE RUN SOUTH 12°51'05" EAST, A DISTANCE OF 924.25 FEET; 184) THENCE RUN SOUTH 12°40'25" EAST, A DISTANCE OF 726.83 FEET; 185) THENCE RUN SOUTH 19°29'28" EAST, A DISTANCE OF 398.97 FEET; 186) THENCE RUN SOUTH 25°51'42" EAST, A DISTANCE OF 726.06 FEET; 187) THENCE RUN SOUTH 25°28'52" EAST, A DISTANCE OF 968.13 FEET; 188) THENCE RUN SOUTH 25°33'45" EAST, A DISTANCE OF 819.48 FEET; 189) THENCE RUN SOUTH 26°14'58" EAST, A DISTANCE OF 1083.72 FEET; 190) THENCE RUN SOUTH 26°01'44" EAST, A DISTANCE OF 906.86 FEET; 191) THENCE RUN SOUTH 26°08'34" EAST, A DISTANCE OF 799.74 FEET; 192) THENCE RUN SOUTH 24°24'20" EAST, A DISTANCE OF 671.77 FEET; 193) THENCE RUN SOUTH 25°59'50" EAST, A DISTANCE OF 1339.15 FEET; 194) THENCE RUN SOUTH 25°31'00" EAST, A DISTANCE OF 1750.21 FEET; 195) THENCE RUN SOUTH 25°52'24" EAST, A DISTANCE OF 1050.83 FEET; 196) THENCE RUN SOUTH 25°21'19" EAST, A DISTANCE OF 458.61 FEET; 197) THENCE RUN SOUTH 4°54'12" EAST, A DISTANCE OF 294.11 FEET; 198) THENCE RUN SOUTH 2°09'06" EAST, A DISTANCE OF 1633.27 FEET; 199) THENCE RUN SOUTH 1°47'43" EAST, A DISTANCE OF 1425.32 FEET; 200) THENCE RUN SOUTH 2°11'35" EAST, A DISTANCE OF 1157.08 FEET; 201) THENCE RUN SOUTH 1°35'32" EAST, A DISTANCE OF 223.23 FEET; 202) THENCE RUN SOUTH 15°12'47" EAST, A DISTANCE OF 186.06 FEET; 203) THENCE RUN SOUTH 24°35'05" EAST, A DISTANCE OF 734.95 FEET; 204) THENCE RUN SOUTH 22°51'09" EAST, A DISTANCE OF 269.86 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 9,121.82 ACRES, MORE OR LESS.

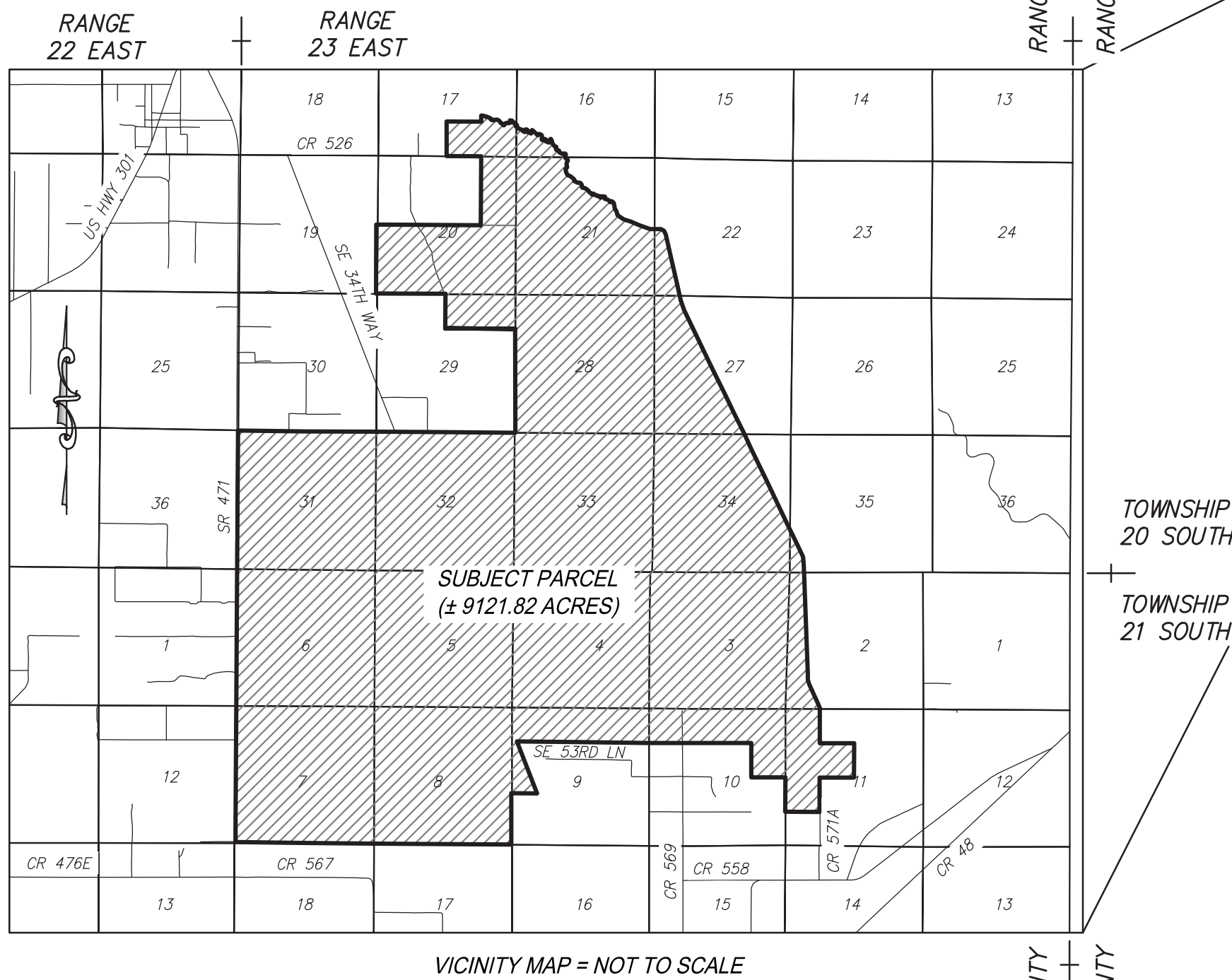
SKETCH OF DESCRIPTION
-FOR-
THE VILLAGES LAND COMPANY, LLC
VOSO 9TH AMENDMENT-CHAPTER 163
AREA C - AMENDED AND RESTATED
A PORTION OF
TOWNSHIP 20 SOUTH, RANGE 23 EAST
AND TOWNSHIP 21 SOUTH, RANGE 23 EAST
SUMTER COUNTY, FLORIDA

LEGAL DESCRIPTION (AREA C):

A PORTION OF SECTIONS 16, 17, 20, 21, 22, 27, 29, 31, 34 AND 35, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, TOGETHER WITH ALL OF SECTIONS 28, 32 AND 33, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, TOGETHER WITH A PORTION OF SECTIONS 2, 6, 7, 9, 10 AND 11, TOWNSHIP 21 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, TOGETHER WITH ALL OF SECTIONS 3, 4, 5 AND 8, TOWNSHIP 21 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA. SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 2; THENCE RUN NORTH 89°43'30" WEST, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 2, A DISTANCE OF 2656.15 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 2; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 89°42'39" WEST, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 2, A DISTANCE OF 1324.15 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 2; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 0°15'29" WEST, ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 2, A DISTANCE OF 1297.23 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF A CANAL AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 0°15'29" WEST, ALONG SAID WEST LINE, A DISTANCE OF 29.55 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 11; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 0°05'48" WEST, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 11, A DISTANCE OF 1324.62 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 11; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°47'04" EAST, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 11, A DISTANCE OF 1324.39 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 11; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 0°07'00" WEST, ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 11, A DISTANCE OF 1324.80 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 11; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°46'35" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 11, A DISTANCE OF 1323.91 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 0°08'06" WEST, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 1326.69 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 11; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°46'55" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 11, A DISTANCE OF 1324.34 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 11; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 0°09'13" EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 11, A DISTANCE OF 1326.82 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 10; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°58'58" WEST, ALONG THE SOUTH LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 10, A DISTANCE OF 1316.92 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE NORTHEAST CORNER OF SAID SECTION 10 ; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 0°02'18" EAST, ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 10, A DISTANCE OF 1325.93 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 10; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°57'08" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 10, A DISTANCE OF 1317.78 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 10; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 89°57'53" WEST, ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 10, A DISTANCE OF 1319.05 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 10; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 89°57'53" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 10, A DISTANCE OF 1319.05 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 9; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 89°23'19" WEST, ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 9, A DISTANCE OF 2643.10 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 9; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 89°23'19" WEST, ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 9, A DISTANCE OF 2433.22 FEET TO A POINT ON THE EASTERLY LINE OF A FORMER CSX TRANSPORTATION, INC., RAILROAD RIGHT-OF-WAY PER OFFICIAL RECORDS BOOK 370, PAGE 258 AND OFFICIAL RECORDS BOOK 435, PAGE 227, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 21°15'33" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2145.78 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 9; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, RUN NORTH 89°26'03" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 996.48 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 9; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 0°02'43" WEST, ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 8, A DISTANCE OF 1979.08 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 8; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°40'53" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 8, A DISTANCE OF 1865.21 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 8; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 89°41'59" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 8, A DISTANCE OF 2650.68 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 7; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 89°19'05" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 7, A DISTANCE OF 2205.08 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 7; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 89°19'27" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 7, A DISTANCE OF 2604.89 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF STATE ROAD 471; THENCE DEPARTING SAID SOUTH LINE, RUN ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) THENCE RUN NORTH 0°06'20" EAST, A DISTANCE OF 896.90 FEET; 2) THENCE RUN NORTH 0°20'45" EAST, A DISTANCE OF 7007.95 FEET; 3) THENCE RUN NORTH 0°20'33" EAST, A DISTANCE OF 5640.55 FEET; 4) THENCE RUN NORTH 0°21'45" EAST, A DISTANCE OF 2331.13 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, RUN NORTH SOUTH 89°12'31" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 2625.82 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION 31; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 89°45'52" EAST, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 2674.69 FEET TO THE NORTHEAST CORNER OF SAID SECTION 32; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 89°34'51" EAST, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 32, A DISTANCE OF 2659.20 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION 32; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 89°35'01" EAST, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 32, A DISTANCE OF 2733.94 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 28; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 0°08'00" WEST, ALONG THE WEST LINE OF SAID SECTION 28, A DISTANCE OF 4005.96 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 29; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°38'49" WEST, ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 29, A DISTANCE OF 2694.68 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 29; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 0°02'54" EAST, ALONG THE WEST LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 29, A DISTANCE OF 1335.19 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 20; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°43'54" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 20, A DISTANCE OF 2681.21 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 20; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 0°06'44" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 20, A DISTANCE OF 2658.68 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 20; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°39'12" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 20, A DISTANCE OF 2690.57 FEET TO THE CENTER OF SAID SECTION 20; THENCE RUN SOUTH 89°39'12" EAST, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 20, A DISTANCE OF 1337.86 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 20; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 0°24'57" EAST, ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 20, A DISTANCE OF 2656.98 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 17; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°35'34" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 17, A DISTANCE OF 1334.84 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 17; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 0°04'35" WEST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 17, A DISTANCE OF 1330.43 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 17; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°37'37" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 17, A DISTANCE OF 1334.55 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 17; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 0°05'19" WEST, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 17, A DISTANCE OF 236.10 FEET TO A POINT ON THE CENTERLINE OF A CANAL; THENCE DEPARTING SAID EAST LINE RUN ALONG THE CENTERLINE OF SAID CANAL, THE FOLLOWING TWO-HUNDRED AND FOUR (204) COURSES AND DISTANCES: 1) THENCE RUN NORTH 88°17'05" EAST, A DISTANCE OF 49.10 FEET; 2) THENCE RUN SOUTH 76°37'00" EAST, A DISTANCE OF 79.38 FEET; 3) THENCE RUN SOUTH 59°41'38" EAST, A DISTANCE OF 45.15 FEET; 4) THENCE RUN SOUTH 85°27'34" EAST, A DISTANCE OF 55.70 FEET; 5) THENCE RUN SOUTH 68°22'19" EAST, A DISTANCE OF 122.63 FEET; 6) THENCE RUN SOUTH 50°21'16" EAST, A DISTANCE OF 34.96 FEET; 7) THENCE RUN SOUTH 8°36'07" EAST, A DISTANCE OF 32.45 FEET; 8) THENCE RUN SOUTH 87°16'32" EAST, A DISTANCE OF 39.24 FEET; 9) THENCE RUN SOUTH 26°58'31" EAST, A DISTANCE OF 30.15 FEET; 10) THENCE RUN SOUTH 75°29'28" EAST, A DISTANCE OF 38.42 FEET; 11) THENCE RUN NORTH 44°55'32" EAST, A DISTANCE OF 29.32 FEET; 12) THENCE RUN NORTH 85°33'14" EAST, A DISTANCE OF 130.24 FEET; 13) THENCE RUN SOUTH 74°08'34" EAST, A DISTANCE OF 57.69 FEET; 14) THENCE RUN SOUTH 45°01'12" EAST, A DISTANCE OF 89.32 FEET; 15) THENCE RUN SOUTH 23°27'16" EAST, A DISTANCE OF 60.38 FEET; 16) THENCE RUN SOUTH 68°18'59" EAST, A DISTANCE OF 65.13 FEET; 17) THENCE RUN SOUTH 67°59'12" EAST, A DISTANCE OF 34.77 FEET; 18) THENCE RUN SOUTH 2°52'50" EAST, A DISTANCE OF 44.07 FEET; 19) THENCE RUN SOUTH 70°40'06" EAST, A DISTANCE OF 24.51 FEET; 20) THENCE RUN NORTH 63°44'58" EAST, A DISTANCE OF 21.13 FEET; 21) THENCE RUN NORTH 0°58'17" EAST, A DISTANCE OF 29.02 FEET; 22) THENCE RUN NORTH 49°34'23" EAST, A DISTANCE OF 77.22 FEET; 23) THENCE RUN NORTH 81°08'29" EAST, A DISTANCE OF 43.74 FEET; 24) THENCE RUN SOUTH 73°07'24" EAST, A DISTANCE OF 61.82 FEET; 25) THENCE RUN NORTH 77°18'17" EAST, A DISTANCE OF 44.47 FEET; 26) THENCE RUN NORTH 44°09'06" EAST, A DISTANCE OF 32.67 FEET; 27) THENCE RUN NORTH 5°56'39" WEST, A DISTANCE OF 87.83 FEET; 28) THENCE RUN SOUTH 63°38'26" EAST, A DISTANCE OF 34.12 FEET; 29) THENCE RUN NORTH 81°37'44" EAST, A DISTANCE OF 52.43 FEET; 30) THENCE RUN SOUTH 21°33'01" EAST, A DISTANCE OF 82.39 FEET; 31) THENCE RUN SOUTH 47°02'29" EAST, A DISTANCE OF 15.42 FEET; 32) THENCE RUN NORTH 87°47'18" EAST, A DISTANCE OF 53.13 FEET; 33) THENCE RUN SOUTH 32°47'53" EAST, A DISTANCE OF 71.38 FEET; 34) THENCE RUN SOUTH 56°50'24" EAST, A DISTANCE OF 64.21 FEET; 35) THENCE RUN SOUTH 1°30'45" EAST, A DISTANCE OF 10.89 FEET; 36) THENCE RUN SOUTH 86°59'21" WEST, A DISTANCE OF 54.49 FEET; 37) THENCE RUN SOUTH 25°01'56" EAST, A DISTANCE OF 47.38 FEET; 38) THENCE RUN SOUTH 73°43'19" EAST, A DISTANCE OF 41.77 FEET; 39) THENCE RUN SOUTH 30°29'54" EAST, A DISTANCE OF 45.35 FEET; 40) THENCE RUN SOUTH 61°34'26" EAST, A DISTANCE OF 103.04 FEET; 41) THENCE RUN SOUTH 78°32'36" EAST, A DISTANCE OF 64.32 FEET; 42) THENCE RUN SOUTH 40°20'49" EAST, A DISTANCE OF 68.17 FEET; 43) THENCE RUN SOUTH 55°46'44" EAST, A DISTANCE OF 86.46 FEET; 44) THENCE RUN NORTH 29°53'51" EAST, A DISTANCE OF 44.80 FEET; 45) THENCE RUN NORTH 23°10'29" WEST, A DISTANCE OF 33.20 FEET; 46) THENCE RUN NORTH 18°35'37" EAST, A DISTANCE OF 27.55 FEET; 47) THENCE RUN NORTH 73°08'14" EAST, A DISTANCE OF 45.72 FEET; 48) THENCE RUN SOUTH 75°07'36" EAST, A DISTANCE OF 39.57 FEET; 49) THENCE RUN SOUTH 24°04'20" WEST, A DISTANCE OF 31.68 FEET; 50) THENCE RUN SOUTH 0°58'02" WEST, A DISTANCE OF 48.03 FEET; 51) THENCE RUN SOUTH 52°17'21" EAST, A DISTANCE OF 48.07 FEET; 52) THENCE RUN NORTH 68°20'51" EAST, A DISTANCE OF 13.56 FEET; 53) THENCE RUN NORTH 89°20'51" EAST, A DISTANCE OF 35.98 FEET; 54) THENCE RUN SOUTH 45°16'08" EAST, A DISTANCE OF 107.98 FEET; 55) THENCE RUN NORTH 87°21'34" EAST, A DISTANCE OF 18.82 FEET; 56) THENCE RUN NORTH 67°51'31" WEST, A DISTANCE OF 20.78 FEET; 57) THENCE RUN NORTH 12°46'38" EAST, A DISTANCE OF 80.57 FEET; 58) THENCE RUN NORTH 31°55'50" EAST, A DISTANCE OF 30.36 FEET; 59) THENCE RUN SOUTH 66°37'19" EAST, A DISTANCE OF 34.82 FEET; 60) THENCE RUN SOUTH 44°28'11" EAST, A DISTANCE OF 129.15 FEET; 61) THENCE RUN SOUTH 49°18'53" EAST, A DISTANCE OF 52.48 FEET; 62) THENCE RUN SOUTH 35°51'24" EAST, A DISTANCE OF 64.94 FEET; 63) THENCE RUN SOUTH 86°36'10" EAST, A DISTANCE OF 29.60 FEET; 64) THENCE RUN SOUTH 34°03'48" EAST, A DISTANCE OF 33.17 FEET; 65) THENCE RUN NORTH 58°35'19" EAST, A DISTANCE OF 23.42 FEET; 66) THENCE RUN NORTH 67°28'48" EAST, A DISTANCE OF 16.16 FEET; 67) THENCE RUN SOUTH 7°01'48" EAST, A DISTANCE OF 59.36 FEET; 68) THENCE RUN SOUTH 52°24'28" EAST, A DISTANCE OF 49.31 FEET; 69) THENCE RUN SOUTH 67°11'39" EAST, A DISTANCE OF 112.62 FEET; 70) THENCE RUN SOUTH 19°21'43" WEST, A DISTANCE OF 48.17 FEET; 71) THENCE RUN SOUTH 30°01'39" EAST, A DISTANCE OF 42.40 FEET; 72) THENCE RUN NORTH 69°27'26" EAST, A DISTANCE OF 48.70 FEET; 73) THENCE RUN NORTH 38°44'14" EAST, A DISTANCE OF 49.09 FEET; 74) THENCE RUN SOUTH 69°21'47" WEST, A DISTANCE OF 64.50 FEET; 75) THENCE RUN SOUTH 9°46'55" WEST, A DISTANCE OF 34.17 FEET; 76) THENCE RUN SOUTH 21°11'09" WEST, A DISTANCE OF 33.22 FEET; 77) THENCE RUN SOUTH 60°39'35" EAST, A DISTANCE OF 18.66 FEET; 78) THENCE RUN SOUTH 85°21'11" EAST, A DISTANCE OF 42.63 FEET; 79) THENCE RUN SOUTH 50°22'51" EAST, A DISTANCE OF 65.53 FEET; 80) THENCE RUN NORTH 87°03'02" EAST, A DISTANCE OF 36.13 FEET; 81) THENCE RUN NORTH 66°54'01" EAST, A DISTANCE OF 18.47 FEET; 82) THENCE RUN SOUTH 35°2'06" WEST, A DISTANCE OF 46.07 FEET; 83) THENCE RUN NORTH 11°37'08" EAST, A DISTANCE OF 55.42 FEET; 84) THENCE RUN NORTH 46°15'23" EAST, A DISTANCE OF 41.19 FEET; 85) THENCE RUN SOUTH 54°19'16" EAST, A DISTANCE OF 34.82 FEET; 86) THENCE RUN SOUTH 18°37'18" EAST, A DISTANCE OF 55.44 FEET; 87) THENCE RUN SOUTH 36°09'16" EAST, A DISTANCE OF 16.52 FEET; 88) THENCE RUN SOUTH 12°18'13" WEST, A DISTANCE OF 33.81 FEET; 89) THENCE RUN SOUTH 8°03'40" WEST, A DISTANCE OF 70.64 FEET; 90) THENCE RUN SOUTH 71°34'38" EAST, A DISTANCE OF 33.47 FEET; 91) THENCE RUN SOUTH 31°09'45" EAST, A DISTANCE OF 99.77 FEET; 92) THENCE RUN SOUTH 46°49'17" EAST, A DISTANCE OF 38.83 FEET; 93) THENCE RUN SOUTH 69°13'53" EAST, A DISTANCE OF 32.02 FEET; 94) THENCE RUN SOUTH 18°55'25" WEST, A DISTANCE OF 50.15 FEET; 95) THENCE RUN SOUTH 9°34'51" WEST, A DISTANCE OF 29.71 FEET; 96) THENCE RUN SOUTH 21°44'28" EAST, A DISTANCE OF 50.54 FEET; 97) THENCE RUN SOUTH 78°16'53" EAST, A DISTANCE OF 80.04 FEET; 98) THENCE RUN SOUTH 88°35'11" EAST, A DISTANCE OF 18.17 FEET; 99) THENCE RUN SOUTH 34°04'34" EAST, A DISTANCE OF 18.52 FEET; 100) THENCE RUN SOUTH 82°44'26" EAST, A DISTANCE OF 53.94 FEET; 101) THENCE RUN SOUTH 34°04'28" EAST, A DISTANCE OF 29.88 FEET; 102) THENCE RUN SOUTH 70°12'27" EAST, A DISTANCE OF 113.37 FEET; 103) THENCE RUN NORTH 83°21'16" EAST, A DISTANCE OF 55.94 FEET; 104) THENCE RUN SOUTH 89°13'20" EAST, A DISTANCE OF 47.61 FEET; 105) THENCE RUN SOUTH 96°34'43" EAST, A DISTANCE OF 18.77 FEET; 106) THENCE RUN SOUTH 10°37'01" EAST, A DISTANCE OF 52.15 FEET; 107) THENCE RUN SOUTH 13°09'59" WEST, A DISTANCE OF 13.56 FEET; 108) THENCE RUN NORTH 80°20'17" WEST, A DISTANCE OF 40.79 FEET; 109) THENCE RUN SOUTH 51°8'49" EAST, A DISTANCE OF 44.55 FEET; 110) THENCE RUN SOUTH 28°06'40" EAST, A DISTANCE OF 63.85 FEET; 111) THENCE RUN SOUTH 43°58'43" EAST, A DISTANCE OF 56.19 FEET; 112) THENCE RUN SOUTH 55°52'16" EAST, A DISTANCE OF 34.28 FEET; 113) THENCE RUN SOUTH 37°12'15" EAST, A DISTANCE OF 28.24 FEET; 114) THENCE RUN SOUTH 42°40'46" EAST, A DISTANCE OF 30.34 FEET; 115) THENCE RUN SOUTH 38°11'30" WEST, A DISTANCE OF 44.67 FEET; 116) THENCE RUN SOUTH 17°25'44" WEST, A DISTANCE OF 80.87 FEET; 117) THENCE RUN SOUTH 13°45'41" EAST, A DISTANCE OF 93.16 FEET; 118) THENCE RUN SOUTH 47°13'34" EAST, A DISTANCE OF 35.96 FEET; 119) THENCE RUN SOUTH 31°03'41" WEST, A DISTANCE OF 38.79 FEET; 120) THENCE RUN SOUTH 50°23'31" WEST, A DISTANCE OF 53.96 FEET; 121) THENCE RUN SOUTH 80°02'29" EAST, A DISTANCE OF 125.66 FEET; 122) THENCE RUN SOUTH 33°24'47" EAST, A DISTANCE OF 56.25 FEET; 123) THENCE RUN SOUTH 17°38'36" EAST, A DISTANCE OF 55.96 FEET; 124) THENCE RUN SOUTH 48°42'41" EAST, A DISTANCE OF 36.34 FEET; 125) THENCE RUN SOUTH 68°44'22" EAST, A DISTANCE OF 99.52 FEET; 126) THENCE RUN SOUTH 51°37'51" EAST, A DISTANCE OF 175.99 FEET; 127) THENCE RUN SOUTH 15°20'00" EAST, A DISTANCE OF 86.48 FEET; 128) THENCE RUN SOUTH 67°31'04" EAST, A DISTANCE OF 28.35 FEET; 129) THENCE RUN NORTH 90°00'00" EAST, A DISTANCE OF 24.61 FEET; 130) THENCE RUN SOUTH 53°45'09" EAST, A DISTANCE OF 81.87 FEET; 131) THENCE RUN NORTH 88°10'53" EAST, A DISTANCE OF 84.46 FEET; 132) THENCE RUN SOUTH 64°29'32" EAST, A DISTANCE OF 42.11 FEET; 133) THENCE RUN SOUTH 34°23'30" EAST, A DISTANCE OF 85.96 FEET; 134) THENCE RUN SOUTH 16°39'22" WEST, A DISTANCE OF 27.91 FEET; 135) THENCE RUN SOUTH 12°48'03" EAST, A DISTANCE OF 74.96 FEET; 136) THENCE RUN SOUTH 71°06'28" EAST, A DISTANCE OF 34.29 FEET; 137) THENCE RUN SOUTH 83°31'17" EAST, A DISTANCE OF 59.03 FEET; 138) THENCE RUN SOUTH 59°28'14" EAST, A DISTANCE OF 117.72 FEET; 139) THENCE RUN SOUTH 50°58'32" EAST, A DISTANCE OF 78.80 FEET; 140) THENCE RUN SOUTH 23°38'32" EAST, A DISTANCE OF 44.56 FEET; 141) THENCE RUN SOUTH 55°06'49" EAST, A DISTANCE OF 108.58 FEET; 142) THENCE RUN SOUTH 27°26'56" EAST, A DISTANCE OF 51.36 FEET; 143) THENCE RUN NORTH 85°41'13" EAST, A DISTANCE OF 19.40 FEET; 144) THENCE RUN NORTH 26°37'30" EAST, A DISTANCE OF 33.13 FEET; 145) THENCE RUN NORTH 51°21'35" EAST, A DISTANCE OF 14.12 FEET; 146) THENCE RUN SOUTH 58°55'47" EAST, A DISTANCE OF 78.56 FEET; 147) THENCE RUN SOUTH 42°08'01" EAST, A DISTANCE OF 31.68 FEET; 148) THENCE RUN SOUTH 87°23'57" EAST, A DISTANCE OF 33.14 FEET; 149) THENCE RUN SOUTH 87°19'54" EAST, A DISTANCE OF 20.88 FEET; 150) THENCE RUN SOUTH 48°48'16" EAST, A DISTANCE OF 35.02 FEET; 151) THENCE RUN SOUTH 79°11'28" EAST, A DISTANCE OF 48.18 FEET; 152) THENCE RUN NORTH 71°14'56" EAST, A DISTANCE OF 24.55 FEET; 153) THENCE RUN SOUTH 65°15'18" EAST, A DISTANCE OF 20.68 FEET; 154) THENCE RUN SOUTH 1°55'57" WEST, A DISTANCE OF 32.53 FEET; 155) THENCE RUN SOUTH 40°26'02" EAST, A DISTANCE OF 26.19 FEET; 156) THENCE RUN NORTH 77°49'11" EAST, A DISTANCE OF 25.26 FEET; 157) THENCE RUN NORTH 44°24'19" EAST, A DISTANCE OF 52.38 FEET; 158) THENCE RUN NORTH 65°29'44" EAST, A DISTANCE OF 19.93 FEET; 159) THENCE RUN SOUTH 75°01'42" EAST, A DISTANCE OF 46.78 FEET; 160) THENCE RUN NORTH 88°57'43" EAST, A DISTANCE OF 39.65 FEET; 161) THENCE RUN SOUTH 41°53'52" EAST, A DISTANCE OF 24.69 FEET; 162) THENCE RUN SOUTH 19°02'23" WEST, A DISTANCE OF 47.42 FEET; 163) THENCE RUN SOUTH 92°54'48" EAST, A DISTANCE OF 21.71 FEET; 164) THENCE RUN SOUTH 71°28'04" EAST, A DISTANCE OF 120.01 FEET; 165) THENCE RUN SOUTH 58°53'24" EAST, A DISTANCE OF 65.88 FEET; 166) THENCE RUN SOUTH 27°59'46" EAST, A DISTANCE OF 61.20 FEET; 167) THENCE RUN SOUTH 85°44'39" EAST, A DISTANCE OF 31.88 FEET; 168) THENCE RUN NORTH 14°19'15" EAST, A DISTANCE OF 34.16 FEET; 169) THENCE RUN NORTH 89°24'57" EAST, A DISTANCE OF 33.12 FEET; 170) THENCE RUN SOUTH 49°49'11" EAST, A DISTANCE OF 94.23 FEET; 171) THENCE RUN SOUTH 93°57'52" EAST, A DISTANCE OF 140.51 FEET; 172) THENCE RUN SOUTH 11°42'52" EAST, A DISTANCE OF 99.77 FEET; 173) THENCE RUN SOUTH 33°42'31" EAST, A DISTANCE OF 107.91 FEET; 174) THENCE RUN SOUTH 15°21'26" EAST, A DISTANCE OF 162.21 FEET; 175) THENCE RUN SOUTH 56°20'13" EAST, A DISTANCE OF 282.90 FEET; 176) THENCE RUN SOUTH 73°23'48" EAST, A DISTANCE OF 178.68 FEET; 177) THENCE RUN SOUTH 69°14'00" EAST, A DISTANCE OF 344.48 FEET; 178) THENCE RUN SOUTH 70°55'17" EAST, A DISTANCE OF 448.10 FEET; 179) THENCE RUN SOUTH 89°03'48" EAST, A DISTANCE OF 410.32 FEET; 180) THENCE RUN SOUTH 64°00'12" EAST, A DISTANCE OF 129.11 FEET; 181) THENCE RUN SOUTH 25°16'06" EAST, A DISTANCE OF 161.04 FEET; 182) THENCE RUN SOUTH 12°54'52" EAST, A DISTANCE OF 954.44 FEET; 183) THENCE RUN SOUTH 12°51'05" EAST, A DISTANCE OF 924.25 FEET; 184) THENCE RUN SOUTH 12°40'25" EAST, A DISTANCE OF 726.83 FEET; 185) THENCE RUN SOUTH 19°29'28" EAST, A DISTANCE OF 398.97 FEET; 186) THENCE RUN SOUTH 25°51'42" EAST, A DISTANCE OF 726.06 FEET; 187) THENCE RUN SOUTH 25°28'52" EAST, A DISTANCE OF 968.13 FEET; 188) THENCE RUN SOUTH 25°33'45" EAST, A DISTANCE OF 819.48 FEET; 189) THENCE RUN SOUTH 26°14'58" EAST, A DISTANCE OF 1083.72 FEET; 190) THENCE RUN SOUTH 26°01'44" EAST, A DISTANCE OF 906.86 FEET; 191) THENCE RUN SOUTH 26°08'34" EAST, A DISTANCE OF 799.74 FEET; 192) THENCE RUN SOUTH 24°24'20" EAST, A DISTANCE OF 671.77 FEET; 193) THENCE RUN SOUTH 25°59'50" EAST, A DISTANCE OF 1339.15 FEET; 194) THENCE RUN SOUTH 25°31'00" EAST, A DISTANCE OF 1750.21 FEET; 195) THENCE RUN SOUTH 25°52'24" EAST, A DISTANCE OF 1050.83 FEET; 196) THENCE RUN SOUTH 25°21'19" EAST, A DISTANCE OF 458.61 FEET; 197) THENCE RUN SOUTH 4°54'12" EAST, A DISTANCE OF 294.11 FEET; 198) THENCE RUN SOUTH 2°09'06" EAST, A DISTANCE OF 1633.27 FEET; 199) THENCE RUN SOUTH 1°47'43" EAST, A DISTANCE OF 1425.32 FEET; 200) THENCE RUN SOUTH 21°11'35" EAST, A DISTANCE OF 1157.08 FEET; 201) THENCE RUN SOUTH 15°33'32" EAST, A DISTANCE OF 223.23 FEET; 202) THENCE RUN SOUTH 15°12'47" EAST, A DISTANCE OF 186.06 FEET; 203) THENCE RUN SOUTH 24°35'05" EAST, A DISTANCE OF 734.95 FEET; 204) THENCE RUN SOUTH 22°51'09" EAST, A DISTANCE OF 269.86 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 9,121.82 ACRES, MORE OR LESS.



GENERAL NOTES:

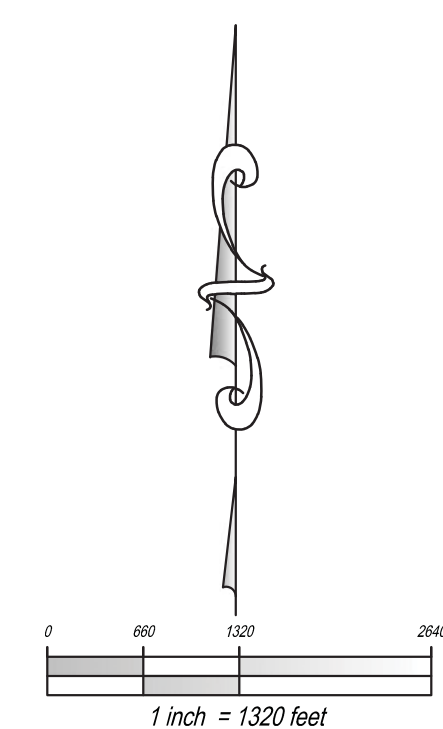
1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE ORIGINAL OR ELECTRONIC SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH WAS PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A FIELD SURVEY.
3. BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM WEST ZONE NORTH AMERICAN DATUM (NAD) OF 1983 WITH 2011 ADJUSTMENT.
4. SUBJECT PARCEL CONTAINS: ±9121.82 ACRES
5. EASEMENTS ARE NOT SHOWN.

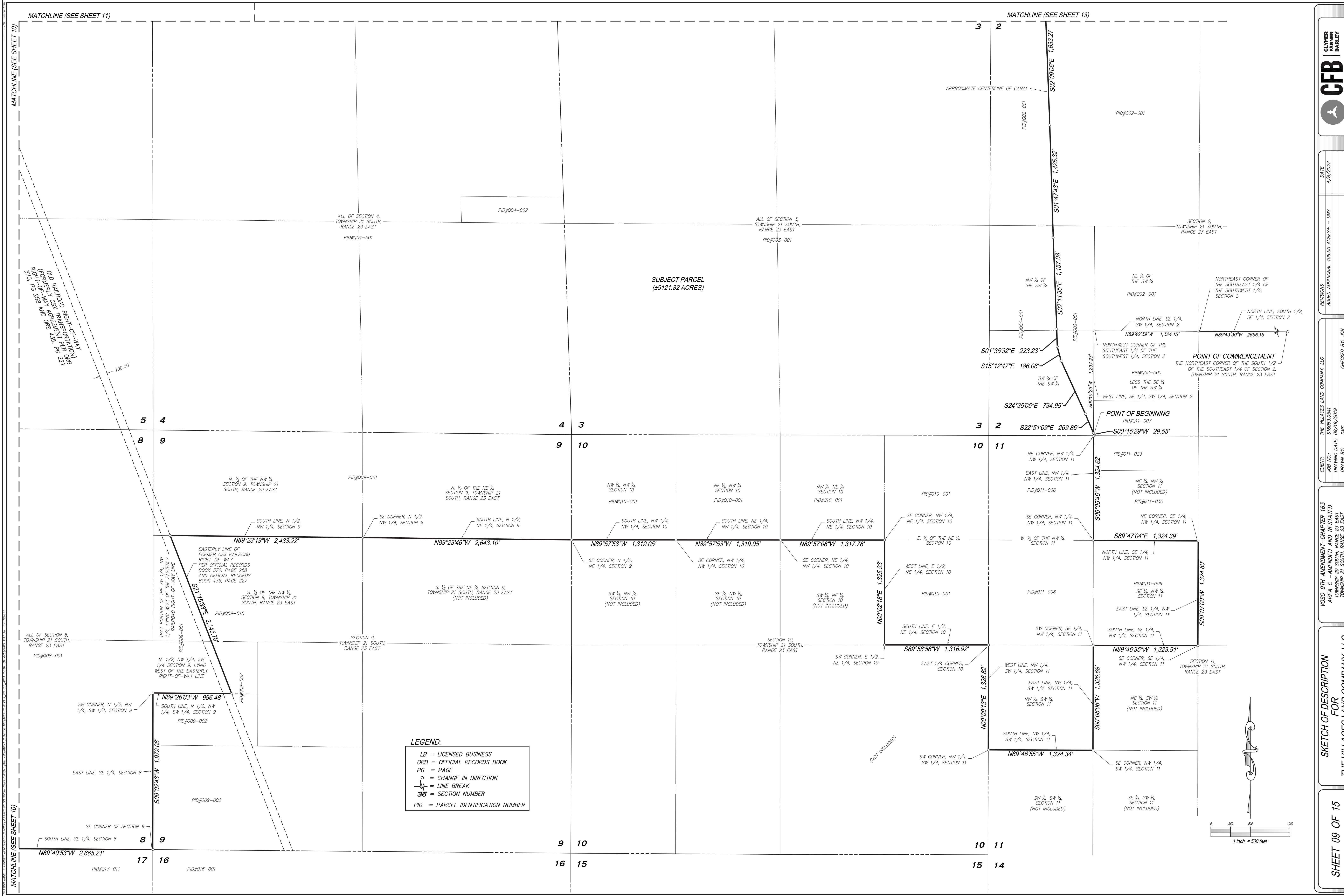


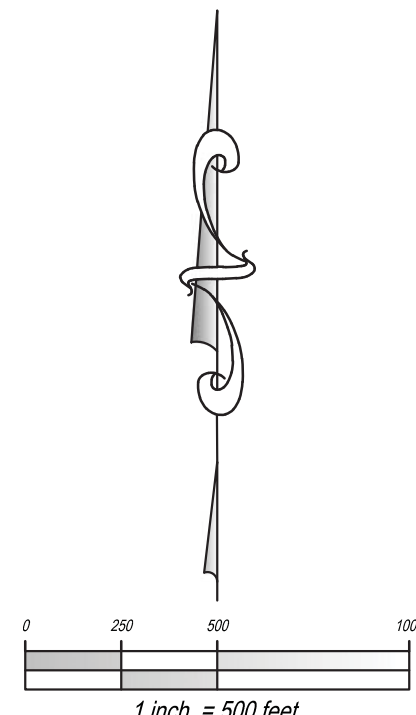
JEREMY D. HALLUCK, FLORIDA LICENSED SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 6715

CFB
CLYMER
BARLEY
AND ASSOCIATES, P.A.
DATE
4/8/2022
REVISIONS
ADDED ADDITIONAL 409.50 ACRES - DMS
CLIENT: THE VILLAGES LAND COMPANY, LLC
JOB NO.: 516063.0541
DRAWING DATE: 09/19/2019
DRAWN BY: DMS
CHECKED BY: JPH
VOSO 9TH AMENDMENT-CHAPTER 163
AREA C - AMENDED AND RESTATED
TOWNSHIP 20 SOUTH, RANGE 23 EAST
TOWNSHIP 21 SOUTH, RANGE 23 EAST
SUMTER COUNTY, FLORIDA
SKETCH OF DESCRIPTION
FOR
THE VILLAGES LAND COMPANY, LLC
SHEET 07 OF 15

LB = LICENSED BUSINESS
ORB = OFFICIAL RECORDS BOOK
PG = PAGE
○ = CHANGE IN DIRECTION
— = LINE BREAK
36 = SECTION NUMBER
PID = PARCEL IDENTIFICATION NUMBER







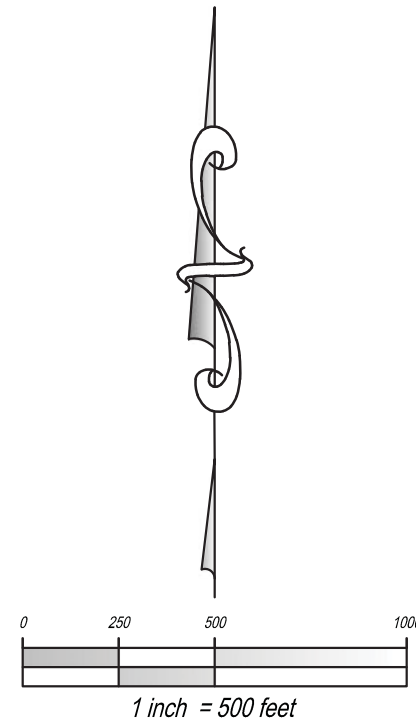
SHEET 10 OF 15

SKETCH OF DESCRIPTION
FOR
THE VILLAGES LAND COMPANY, LLC

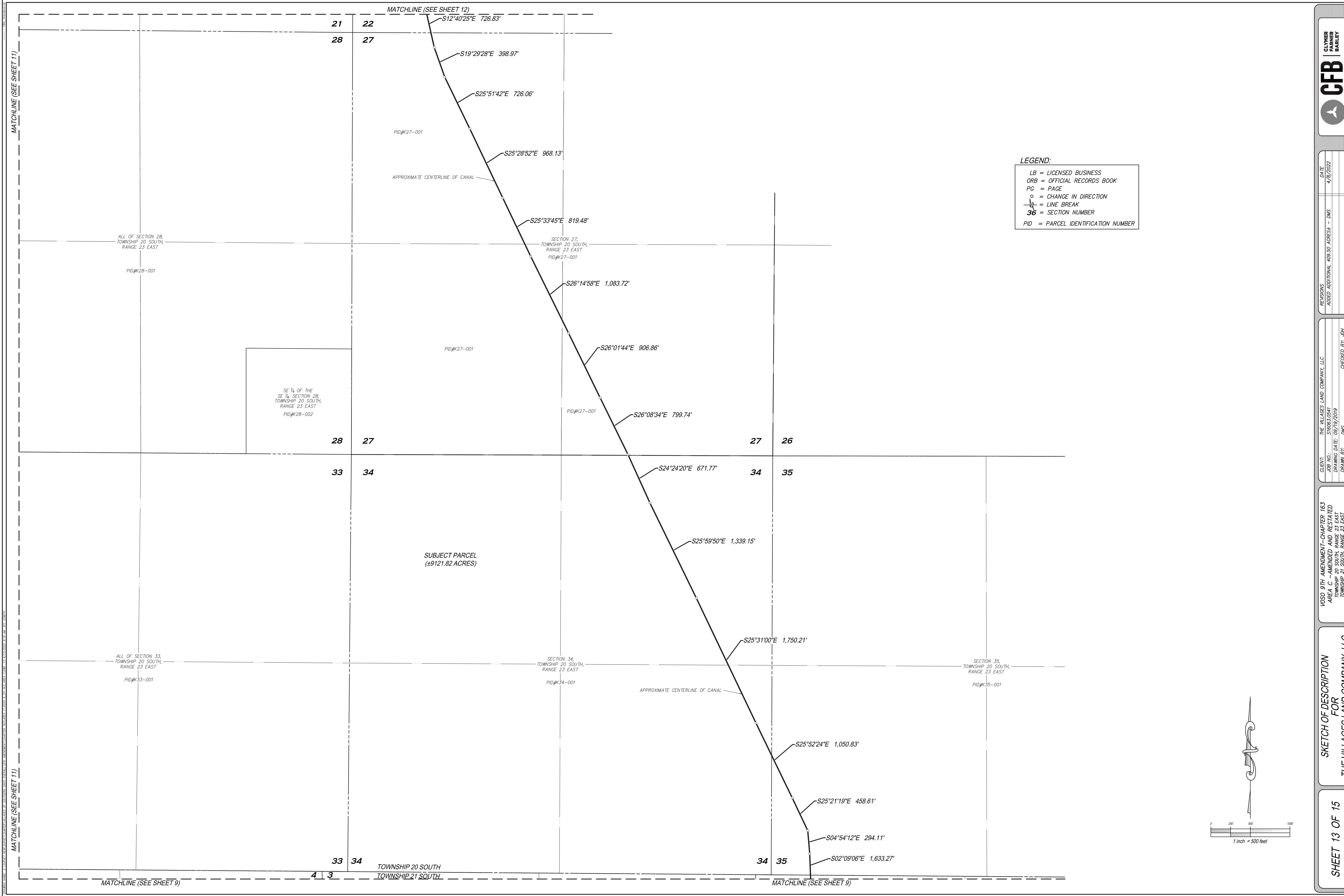
CLIENT:	THE VILLAGES LAND COMPANY, LLC
JOB NO.:	516063.0541
DRAWING DATE:	09/19/2019
DRAWN BY:	DWS
CHECKED BY:	JDH

REVISIONS	DATE
ADDED ADDITIONAL 409.50 ACRES± - DMS	4/8/2022









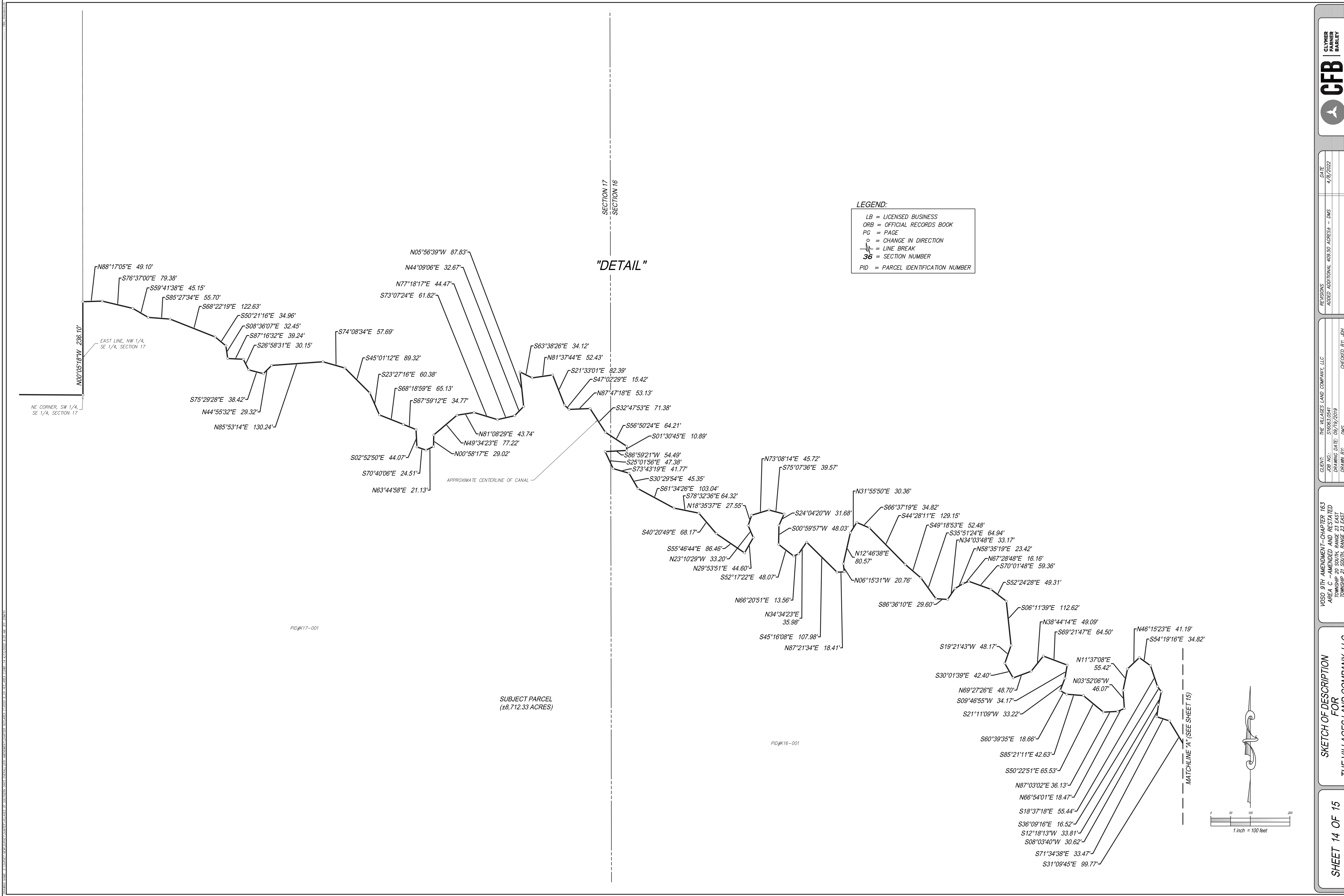




EXHIBIT 2

LAND USE CONVERSION MATRIX



October 30, 2020

Mr. Martin L. Dzuro
The Villages Land Company, LLC
3619 Kiessel Road
The Villages, Florida 32163

**RE: *The Villages of Southern Oaks*
*Updated Land Use Conversion Table - Revised October 2020***

Dear Martin:

Enclosed with this letter is a revised land use conversion (LUC) table for future use to allow conversion between land uses in The Villages of Southern Oaks development with neutral net trip impact. The revised table has been updated to reflect several new land uses, including those for non-age restricted residential houses and apartments.

The LUC table is based on average PM peak hour trip generation rates in the Institute of Transportation Engineers (ITE) *Trip Generation Manual, 10th Edition*. The table is consistent with previously provided LUC tables for developments within The Villages to allow flexibility in the future as market conditions change.

Below are two example calculations using the LUC table to help understand its application.

If the developer would like to develop 200 non-age restricted single-family dwelling units, for example, the developer would need to reduce the number of Villages single-family dwelling units by 565 to remain trip neutral (using the calculation of 1 non-age restricted single-family dwelling unit is equivalent to 0.354 Villages single-family dwelling units, $200 / 0.354 = 564.97$, or 565 dwelling units). The conversion would result in equivalent roadway impacts based on the most recent analysis for The Villages of Southern Oaks.

If the developer would like to develop 150 non-age restricted single-family dwelling units, for example, the developer would need to reduce the commercial square footage by 38,981 to remain trip neutral (using the calculation of 1,000 square feet of retail is equal to 3.848 non-age restricted single family dwelling units, $150 / 3.848 = 38.981$ ksf, or 38,981 square feet). The conversion would result in equivalent roadway impacts based on the most recent analysis for The Villages of Southern Oaks.

If you have any questions regarding this table or additional calculations, please feel free to contact me.

Sincerely,

Richard R. Barr, AICP
Senior Vice President

Attachment: Land Use Conversion Table, Revised October 2020

Land Use Conversion Table The Villages of West Lake Revised October 2020																						
Land Use Conversion			TO:																	ITE Trip Generation Manual 10 th Edition PM Peak Hour Trip Generation		
			Villages Single-Family Residential	Villages Multi-Family Residential	Community Support District - Single Family	Community Support District - Multi-Family (1-2 stories)	Community Support District - Multi-Family (3+ stories)	Congregate Care / Independent Living Facility	Assisted Living Facility	Nursing Home / Skilled Nursing Facility	Hospital	Medical Office	Research & Development Center	Educational (University / College)	General Office	Commercial / Retail	Hotel	Light Industrial	Government Office			
		Units	DU	DU	DU	DU	DU	DU	Beds	Beds	Beds	KSF	KSF	Students	KSF	KSF	Rooms	KSF	KSF	Land use	ITE Code	Trip Generation Rate
FROM:	Villages Single-Family Residential	DU	1.000	1.750	0.285	0.500	0.636	1.944	1.346	1.591	0.185	0.101	0.714	2.333	0.304	0.092	0.583	0.556	0.205	Villages Single-Family Residential ¹	N/A	T= 0.35 *(X), X is # of Dwelling Units
	Villages Multi-Family Residential	DU	0.571	1.000	0.163	0.286	0.364	1.111	0.769	0.909	0.106	0.058	0.408	1.333	0.174	0.052	0.333	0.317	0.117	Villages Multi-Family Residential ¹	N/A	T= 0.20 *(X), X is # of Dwelling Units
	Community Support District - Single Family	DU	3.514	6.150	1.000	1.757	2.236	6.833	4.731	5.591	0.651	0.355	2.510	8.200	1.070	0.323	2.050	1.952	0.719	Community Support District - Single Family ²	N/A	T= 1.23 *(X), X is # of Dwelling Units
	Community Support District - Multi-Family (1-2 stories)	DU	2.000	3.500	0.569	1.000	1.273	3.889	2.692	3.182	0.370	0.202	1.429	4.667	0.609	0.184	1.167	1.111	0.409	Community Support District - Multi-Family (1-2 stories) ²	N/A	T= 0.70 *(X), X is # of Dwelling Units
	Community Support District - Multi-Family (3+ stories)	DU	1.571	2.750	0.447	0.786	1.000	3.056	2.115	2.500	0.291	0.159	1.122	3.667	0.478	0.144	0.917	0.873	0.322	Community Support District - Multi-Family (3+ stories) ²	N/A	T= 0.55 *(X), X is # of Dwelling Units
	Congregate Care / Independent Living Facility	DU	0.514	0.900	0.146	0.257	0.327	1.000	0.692	0.818	0.095	0.052	0.367	1.200	0.157	0.047	0.300	0.286	0.105	Congregate Care / Independent Living Facility	253	T= 0.18 *(X), X is # of Dwelling Units
	Assisted Living Facility	Beds	0.743	1.300	0.211	0.371	0.473	1.444	1.000	1.182	0.138	0.075	0.531	1.733	0.226	0.068	0.433	0.413	0.152	Assisted Living Facility	254	T= 0.26 *(X), X is # of Beds
	Nursing Home / Skilled Nursing Facility	Beds	0.629	1.100	0.179	0.314	0.400	1.222	0.846	1.000	0.116	0.064	0.449	1.467	0.191	0.058	0.367	0.349	0.129	Nursing Home / Skilled Nursing Facility	620	T= 0.22 *(X), X is # of Beds
	Hospital	Beds	5.400	9.450	1.537	2.700	3.436	10.500	7.269	8.591	1.000	0.546	3.857	12.600	1.643	0.496	3.150	3.000	1.105	Hospital	610	T= 1.89 *(X), X is # of Beds
	Medical Office	KSF	9.886	17.300	2.813	4.943	6.291	19.222	13.308	15.727	1.831	1.000	7.061	23.067	3.009	0.908	5.767	5.492	2.023	Medical Office	720	T= 3.46 *(X), X is 1,000 Square Feet
	Research & Development Center	KSF	1.400	2.450	0.398	0.700	0.891	2.722	1.885	2.227	0.259	0.142	1.000	3.267	0.426	0.129	0.817	0.778	0.287	Research & Development Center	760	T= 0.49 *(X), X is 1,000 Square Feet
	Educational (University / College)	Students	0.429	0.750	0.122	0.214	0.273	0.833	0.577	0.682	0.079	0.043	0.306	1.000	0.130	0.039	0.250	0.238	0.088	Educational (University / College)	550	T= 0.15 *(X), X is # of Students
	General Office	KSF	3.286	5.750	0.935	1.643	2.091	6.389	4.423	5.227	0.608	0.332	2.347	7.667	1.000	0.302	1.917	1.825	0.673	General Office	710	T= 1.15 *(X), X is 1,000 Square Feet
	Commercial / Retail	KSF	10.886	19.050	3.098	5.443	6.927	21.167	14.654	17.318	2.016	1.101	7.776	25.400	3.313	1.000	6.350	6.048	2.228	Commercial / Retail	820	T= 3.81 *(X), X is 1,000 Square Feet
	Hotel	Rooms	1.714	3.000	0.488	0.857	1.091	3.333	2.308	2.727	0.317	0.173	1.224	4.000	0.522	0.157	1.000	0.952	0.351	Hotel	310	T= 0.60 *(X), X is # of Rooms
	Light Industrial	KSF	1.800	3.150	0.512	0.900	1.145	3.500	2.423	2.864	0.333	0.182	1.286	4.200	0.548	0.165	1.050	1.000	0.368	Light Industrial	110	T= 0.63 *(X), X is 1,000 Square Feet
	Government Office	KSF	4.886	8.550	1.390	2.443	3.109	9.500	6.577	7.773	0.905	0.494	3.490	11.400	1.487	0.449	2.850	2.714	1.000	Government Office	730	T= 1.71 *(X), X is 1,000 Square Feet

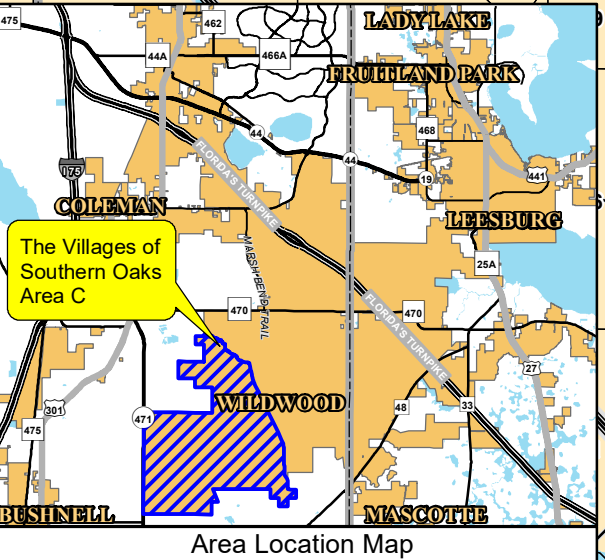
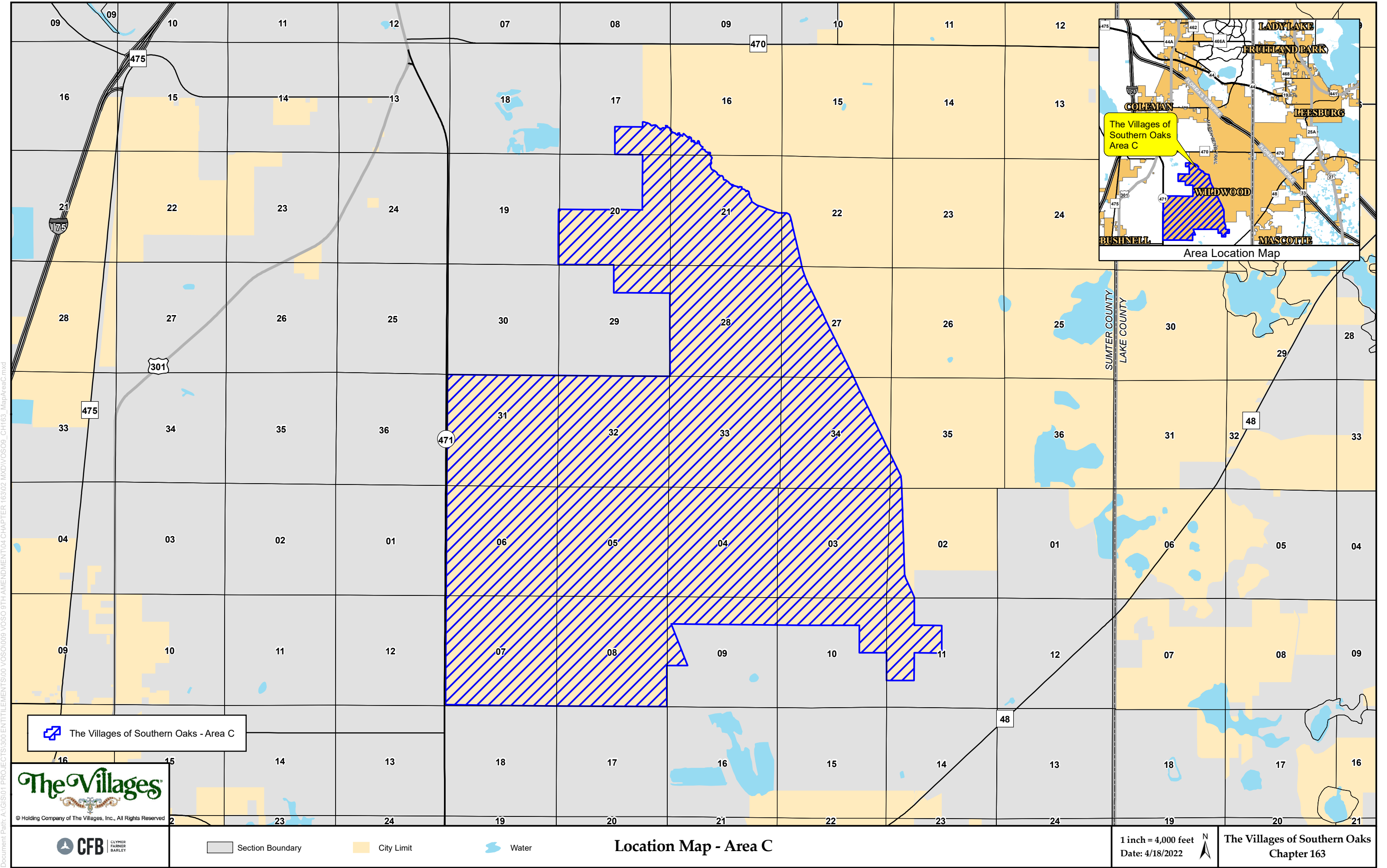
¹ Source: Villages O-D Survey

² The Villages Community Support District (CSD) Adjusted Rate

EXHIBIT 3

AREA C LOCATION MAP

Document Path: A:\GIS\01 PROJECTS\300 ENTITLEMENTS\00 VOSO\009 VOSO 9TH AMENDMENT\04 CHAPTER 163\02 MXD\VOSO9_CH163_MapAreaC.mxd



 The Villages of Southern Oaks - Area C



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Section Boundary



City Limit



Water

Location Map - Area C

1 inch = 4,000 feet
Date: 4/18/2022



The Villages of Southern Oaks
Chapter 163

EXHIBIT 4

PERMITTED USES

PERMITTED USES IN VILLAGES OF SOUTHERN OAKS

1. PURSUANT TO FUTURE LAND USE POLICY 1.5.2:

- a. RESIDENTIAL – SINGLE FAMILY DETACHED, SINGLE FAMILY ATTACHED AND MULTI-FAMILY
- b. NON-RESIDENTIAL – COMMERCIAL, OFFICE (GENERAL AND MEDICAL), ASSISTED LIVING FACILITY, INDEPENDENT LIVING FACILITY, MEMORY CARE, HOSPICE, CCRC, SKILLED NURSING FACILITY, HOTEL, HOSPITAL, RECREATION, GOLF COURSE, GOVERNMENT, INSTITUTIONAL, CIVIC, WASTEWATER AND WATER TREATMENT PLANTS, WELL SITES AND OTHER SIMILAR USES.

2. PURSUANT TO FUTURE LAND USE ELEMENT POLICY 1.5.3:

- a. RESIDENTIAL (AGE RESTRICTED AND NON-AGE RESTRICTED)
- b. COMMERCIAL INCLUDING BUT NOT LIMITED TO RETAIL, OFFICE, HOTEL, CONVENTION/PERFORMING ARTS CENTER AND THEATER, ASSISTED LIVING FACILITY, SKILLED NURSING FACILITY, MEMORY CARE FACILITY
- c. INSTITUTIONAL/EDUCATIONAL/GOVERNMENTAL INCLUDING BUT NOT LIMITED TO COMMUNITY FACILITIES, RECREATION, GOLF COURSE AND MULTI-USE TRAILS
- d. MEDICAL CAMPUS INCLUDING BUT NOT LIMITED TO HOSPITAL, CLINIC, PROFESSIONAL OFFICES, PHARMACY, ASSISTED LIVING FACILITY/SKILLED NURSING FACILITY, HOSPICE AND CCRC FACILITIES

3. PURSUANT TO FUTURE LAND USE ELEMENT POLICY 1.5.5:

- a. RESIDENTIAL (AGE RESTRICTED AND NON-AGE RESTRICTED), OFFICE, COMMERCIAL/RETAIL, HOTEL, MEDICAL, RESEARCH AND DEVELOPMENT, LIGHT INDUSTRIAL, INSTITUTIONAL, EDUCATION, RECREATION, URBAN AGRICULTURE, RECREATIONAL VEHICLE DEVELOPMENT AND OTHER SIMILAR USES AS WELL AS SUPPORTING INFRASTRUCTURE (E.G. ROADS, WATER, SEWER, ETC.)
- b. AGRICULTURAL USES PERMITTED IN THE CITY'S AGRICULTURAL LAND USE AND ZONING. PERMITTED USES MAY INCLUDE BUT ARE NOT LIMITED TO SILVACULTURAL, FARMING AND ANIMAL HUSBANDRY.
- c. MINING (SEE SECTION III(A)3) CONTAINED WITHIN THIS AGREEMENT).

4. TABLE 3-6 OF THE CITY OF WILDWOOD LAND DEVELOPMENT REGULATIONS WHICH LISTS THE PERMITTED USES AND THOSE ALLOWED BY SPECIAL EXCEPTION ONLY (SEE ATTACHED TABLE).

5. TOWERS AND WIRELESS COMMUNICATION SERVICES (SEE SECTION III.(A)4. CONTAINED WITHIN THIS AGREEMENT).

EXHIBIT 5

RESERVED

EXHIBIT 6

KIMLEY-HORN & ASSOCIATES TRAFFIC ANALYSIS



TRAFFIC IMPACT ANALYSIS

Sixth Amendment to The Villages of Southern Oaks

CITY OF WILDWOOD
CHAPTER 163 DEVELOPMENT AGREEMENT ANALYSIS

Prepared for:

The Villages Land Company, LLC

DECEMBER 2019

Prepared by:

Kimley»Horn

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INTRODUCTION

This Traffic Impact Analysis (TIA) is in support of The Villages of Southern Oaks Chapter 163 Development Agreement in the City of Wildwood, Florida. The agreement is to support the Comprehensive Plan Amendment (CPA) for the Sixth Amendment development areas designated as Age-Restricted Development (ARD), which limits the land use to an age-restricted community like The Villages.

The ARD designation will allow for a mix of land uses including residential units, commercial/retail land uses, and office/government land uses. This new development is a continuation of the existing Villages community, which is age-restricted and uniquely characterized by mixed land uses, an abundance of on-site amenities and social/recreational opportunities, and superior travel connectivity for various travel modes throughout the community.

This analysis will forecast traffic impacts for The Villages of Southern Oaks buildout (future total) conditions in Year 2040. **Figure 1** depicts the project location of the Sixth Amendment development areas, along with the previously approved Villages of Southern Oaks areas, and the assumed future (2040) roadway network which includes planned roadways adopted in the Regionally Significant Road Construction Agreement between Sumter County and The Villages Companies. The Regionally Significant Road Construction Agreement dated July 10, 2018, is included in **Appendix A**.

The TIA provided herein is based upon the same procedures established in the approved methodology for the previous Villages of Southern Oaks TIAs. Additionally, the most recent TIA guidelines published by Sumter County and by the City of Wildwood were referenced in developing the TIA, and the methodology used is consistent with previous TIAs conducted for The Villages developments.

Land Uses

Cumulative Approved Future Land Use

A transportation analysis for The Villages of Southern Oaks Sixth Amendment CPA, dated November 7, 2019, was submitted to the City of Wildwood and is included in **Appendix B**. It documents the cumulative allowable land uses for The Villages of Southern Oaks (including the Sixth Amendment development area), as follows:

- 60,449 residential dwelling units
- 1,529,000 square feet of office/governmental use
- 12,278,000 square feet of commercial use

This maximum proposed CPA land use is consistent with the proposed land uses for The Villages of Southern Oaks Chapter 163 Development Agreement areas to be developed by Year 2040.

Development Agreement Land Uses

Due to the size and evolution of development plans for The Villages of Southern Oaks, portions of the development areas have been divided into areas, with each area having a separate Chapter 163 Development Agreement with the City. These development agreement areas are displayed on **Figure 1**. Land uses planned for each of the Villages of Southern Oaks development agreement areas (A, B, and C) are organized as follows:

Area A:

- 25,845 residential dwelling units
- 32,000 square feet of office/governmental use
- 2,504,000 square feet of commercial use

Area B:

- 18,413 residential dwelling units
- 110,000 square feet of office/governmental use
- 2,315,000 square feet of commercial use

Area C:

- 16,191 residential dwelling units
- 80,000 square feet of office/governmental use
- 2,959,000 square feet of commercial use

Cumulatively, the following land uses are being planned for The Villages of Southern Oaks by Year 2040 and were analyzed within this TIA:

- 60,449 residential dwelling units
- 222,000 square feet of office/governmental use
- 7,778,000 square feet of commercial use

Analysis Overview

The purpose of this TIA is to provide an assessment for existing traffic conditions and to project and analyze potential traffic impacts for the Year 2040 buildout.

Aligned with this purpose, weekday PM peak hour traffic conditions were evaluated for conditions in existing, future background (no-build, 2040), and future total (build, 2040) scenarios. The assumptions for each scenario are outlined in the corresponding section.

The Central Florida Regional Planning Model (CFRPMv6), version 6.1, in the Florida Standard Urban Transportation Model Structure (FSUTMS), has been utilized in the analysis. This model is the standard transportation model developed and maintained by the Florida Department of Transportation (FDOT), District Five for Sumter County, Lake County, and adjacent counties in Central Florida. The model contains the most up-to-date network and zonal data outside The Villages of Southern Oaks development area and detailed traffic analysis zone (TAZ) information pertinent to the development areas within the community. Further details of the use of the CFRPM and adjustments made will be discussed later in this analysis.

Residential origin-destination (O-D) surveys for The Villages have been previously conducted. At that time, the methodology and survey forms used were reviewed by local agencies and approved for application in future analyses of The Villages developments. The results of the O-D surveys provided data related to travel characteristics of trips being made by The Villages residents. Residential survey results used in this TIA will be discussed further in appropriate sections of this report. An executive summary of the residential O-D survey analysis results is included in **Appendix C**.

Additionally, a non-residential O-D survey for The Villages was previously conducted. At that time, the methodology was reviewed by FDOT District Five. The results of this survey provided data related to trip characteristics for trips originating from or destined to retail and office uses in The Villages. An executive summary of the non-residential O-D survey analysis results is included in **Appendix D**.

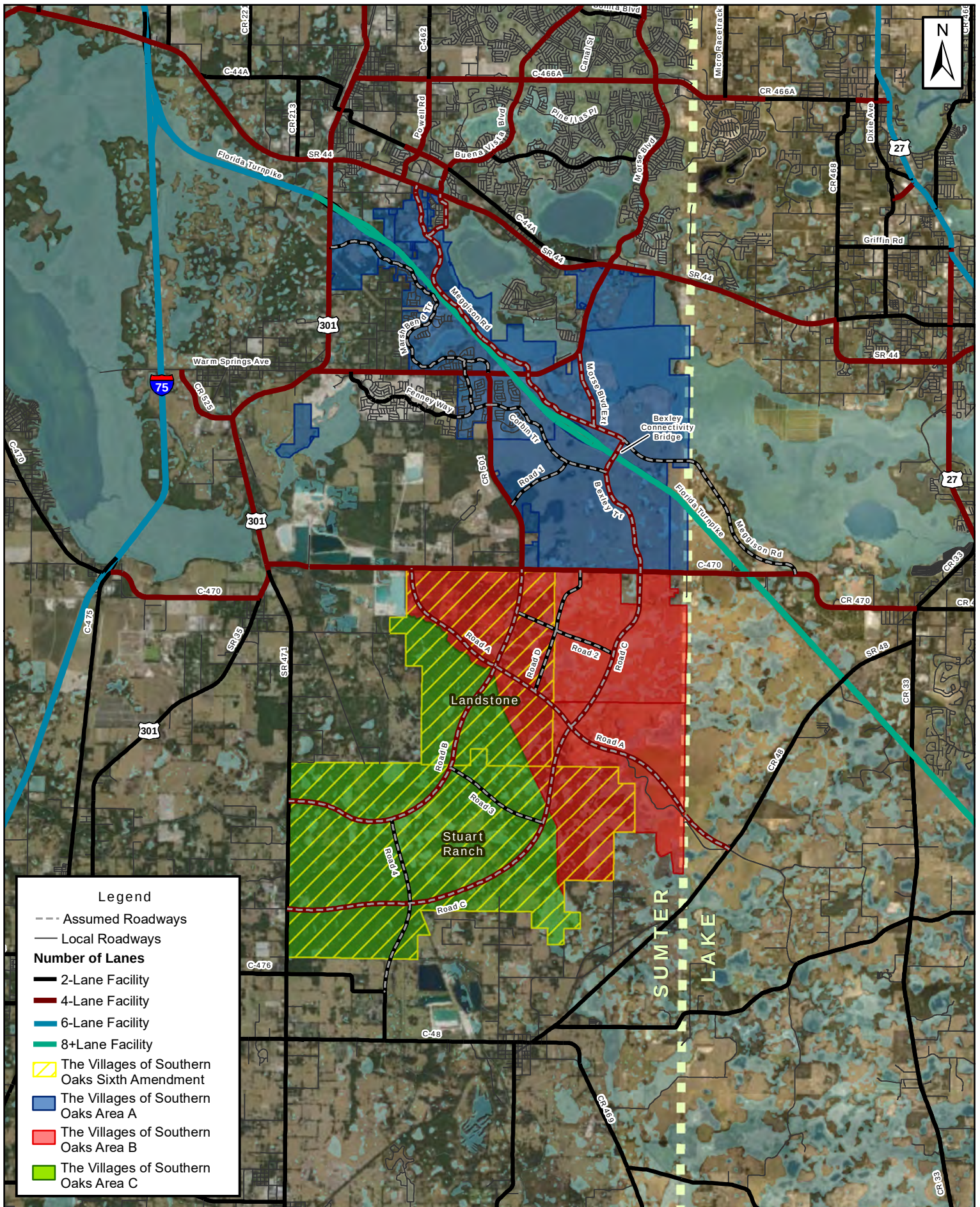


FIGURE 1: PROJECT LOCATION & 2040 ASSUMED NETWORK

EXISTING CONDITIONS

The Villages of Southern Oaks development areas are adjacent to SR 48, CR 468, SR 44, US 301, CR 501, C-470, and SR 471 in Sumter County. Other nearby facilities include Interstate 75 and Florida Turnpike.

Table 1 presents existing roadway network conditions with assumed capacity improvements, including roadway characteristics and the most recently available traffic counts from the FDOT and Sumter County for study area roadway segments. An analysis of existing roadway segments within The Villages of Southern Oaks study area is provided by comparing existing PM hour directional traffic counts to maximum generalized service volumes associated with adopted level of service (LOS) standards. Roadway segments included in the analysis are all segments studied in previous approved The Villages of Southern Oaks studies. The study area was limited to local government facilities in and around the City of Wildwood within Sumter County.

Planned and Programmed Improvements

Throughout the study area roadway network surrounding The Villages of Southern Oaks development area, operational and capacity improvements are programmed in the cost feasible plan of the Lake-Sumter Metropolitan Planning Organization (MPO) and by local governments.

Sumter County is committed to widen CR 468, from US 301 to SR 44, to four lanes. CR 468 has already been widened from two lanes to four lanes between CR 505 and SR 44. West of there, construction is underway to widen CR 468 from two lanes to four lanes between US 301 and CR 505 (2019 completion). This analysis assumes improvements to CR 468 in the future roadway network.

A preliminary engineering study has been conducted for CR 501 between C-470 and CR 468; the recommended alternative from the study was to widen CR 501 from two lanes to four lanes. CR 501, for approximately one mile south of CR 468, is currently under construction to widen from two to four lanes. This analysis assumes improvements to CR 501 in the future roadway network.

The Florida Turnpike, which bisects The Villages of Southern Oaks development area, has funding for design for widening projects in Lake and Sumter Counties from four lanes to eight lanes. Consistent with these Turnpike improvements, this analysis assumes improvements to the Turnpike in the future roadway network.

US 301 is the subject of a project development and environment (PD&E) study and is programmed for construction in the Lake-Sumter MPO Long Range Transportation Plan (LRTP). The limits of the US 301 study segment are C-470W in the south and SR 44 in the north. This analysis assumes improvements to US 301 in the future roadway network.

C-470 will undergo a jurisdictional transfer from a County facility to a FDOT facility. In addition, the widening of C-470, from US 301 to US 27, is included in the Lake-Sumter MPO 2040 Cost Feasible Plan and is currently in the PD&E phase. This analysis assumes improvements to C-470 in the future roadway network.

The extension of Meggison Road from SR 44 to C-470 (previously known as the Buena Vista Boulevard extension) is planned as part of The Villages development plans to also support regional traffic. This analysis assumes the extension of Meggison Road concurrent with The Villages of Southern Oaks development. Four lanes are currently being planned for the new roadway from SR 44 to the Bexley Connectivity Bridge, and two lanes from the Bexley Connectivity Bridge to C-470.

In addition to the assumptions above, the City of Wildwood envisions a connected roadway network south of C-470 as shown on **Figure 1**. Consistent with the City's vision, this analysis assumes these new facilities in the assumed future (2040) roadway network.

Table 1: Existing Conditions Analysis

Roadway		Adopted LOS Standard	# Lanes Committed / Assumed	PM PHPD Max. Service Volume	Existing PM PHPD Analysis							
From	To				Count Year	AADT	K Factor	D Factor	Pk Dir	NB/EB	SB/WB	Deficient?
WARM SPRINGS AV / CR 468												
^{1,2} US 301 / SR 35	CR 513	D	4	1,860	2019	10,393	0.09	0.51	W	438	452	No
^{1,2} CR 513	FENNEY WAY	D	4	1,860	2019	9,844	0.09	0.54	W	419	495	No
^{1,2} FENNEY WAY	CR 501	D	4	1,860	2019	9,844	0.09	0.54	W	419	495	No
^{1,2} CR 501	SR 91 / FLORIDA TURNPIKE	D	4	1,860	2019	10,996	0.09	0.51	E	501	473	No
^{1,2} SR 91 / FLORIDA TURNPIKE	MEGGISON RD EXTENSION	D	4	1,860	2019	13,344	0.09	0.53	E	639	573	No
^{1,2} MEGGISON RD EXTENSION	NORTH CARTER ACCESS	D	4	1,860	2019	13,344	0.09	0.53	E	639	573	No
^{1,2} NORTH CARTER ACCESS	SANDALWOOD DR	D	4	1,860	2019	13,344	0.09	0.53	E	639	573	No
^{1,2} SANDALWOOD DR	SR 44	D	4	1,860	2019	13,344	0.09	0.53	E	639	573	No
MORSE BLVD												
² C-466A	SR 44	D	4	1,860	2019	16,307	0.10	0.53	S	752	836	No
CR 501												
¹ WARM SPRINGS AV	BIGHAM NORTH ACCESS	D	4	1,467	2019	6,291	0.09	0.57	N	338	254	No
¹ BIGHAM NORTH ACCESS	BIGHAM SOUTH ACCESS	D	4	1,467	2019	6,291	0.09	0.57	N	338	254	No
¹ BIGHAM SOUTH ACCESS	CR 500	D	4	1,467	2019	6,291	0.09	0.57	N	338	254	No
¹ CR 500	C-470E	D	4	1,467	2015	2,581	0.09	0.55	N	128	105	No
CR 470												
¹ US 301 / SR 35	NE 50TH WAY	D	4	2,000	2017	7,740	0.09	0.55	W	313	383	No
¹ NE 50TH WAY	CR 501	D	4	2,000	2019	9,939	0.08	0.56	W	345	443	No
¹ CR 501	LAKE COUNTY LINE	D	4	2,000	2019	10,669	0.09	0.55	W	407	504	No
CR 48												
C-476	CR 567	D	2	666	2019	7,150	0.10	0.54	W	317	370	No
CR 567	CR 569 / NORTH AV	D	2	792	2019	6,051	0.09	0.54	W	253	294	No
CR 569 / NORTH AV	LAKE COUNTY LINE	D	2	792	2017	5,965	0.09	0.55	W	242	295	No
C-476												
C-476A / JASPER ST	SR 471	D	2	675	2017	2,595	0.09	0.55	E	128	105	No
MEGGISON RD EXTENSION												
^{1,2} SR 44	CR 468	D	4	1,860			0.09	0.55	S	-	-	No
^{1,2} CR 468	TURNPIKE OVERPASS	D	4	1,860			0.09	0.55	S	-	-	No
^{1,2} TURNPIKE OVERPASS	C-470	D	2	880			0.09	0.55	N	-	-	No
MORSE BLVD EXTENSION												
¹ WARM SPRINGS AV	MEGGISON RD	D	4	1,860			0.09	0.55	S	-	-	No
MARSH BEND TRL												
¹ US 301	CORBIN TRL	D	2	880			0.09	0.55	N	-	-	No
¹ CORBIN TRL	CR 501	D	2	880			0.09	0.55	N	-	-	No
FENNEY WAY												
¹ WARM SPRINGS AV	CORBIN TRL	D	2	880			0.09	0.55	W	-	-	No
CORBIN TRL												
							0.09	0.55				
¹ MARSH BEND TRL	WARM SPRINGS AV	D	2	880			0.09	0.55	S	-	-	No
¹ WARM SPRINGS AV	FENNEY WAY	D	2	880			0.09	0.55	S	-	-	No
¹ FENNEY WAY	CR 501	D	2	880			0.09	0.55	N	-	-	No
¹ CR 501	ROAD C	D	2	880			0.09	0.55	S	-	-	No
BEXLEY CONNECTIVITY BRIDGE (TURNPIKE OVERPASS)												
¹ MEGGISON RD	CORBIN TRL	D	4	1,860			0.09	0.55	N	-	-	No
BEXLEY TRL												
¹ BRIDGE	C-470	D	4	1,860			0.09	0.55	N	-	-	No
ROAD A												
¹ C-470	ROAD B	D	4	1,860			0.09	0.55	E	-	-	No
¹ ROAD B	ROAD C	D	4	1,860			0.09	0.55	E	-	-	No
¹ ROAD C	CR 48	D	4	1,860			0.09	0.55	E	-	-	No
ROAD B												
¹ C-470	ROAD A	D	4	1,860			0.09	0.55	S	-	-	No
¹ ROAD A	ROAD 3	D	4	1,860			0.09	0.55	S	-	-	No
¹ ROAD 3	ROAD 4	D	4	1,860			0.09	0.55	S	-	-	No
¹ ROAD 4	SR 471	D	4	1,860			0.09	0.55	S	-	-	No
ROAD C												
¹ C-470	ROAD 2	D	4	1,860			0.09	0.55	S	-	-	No
¹ ROAD 2	ROAD A	D	4	1,860			0.09	0.55	S	-	-	No
¹ ROAD A	ROAD 3	D	4	1,860			0.09	0.55	S	-	-	No
¹ ROAD 3	ROAD 4	D	4	1,860			0.09	0.55	S	-	-	No
¹ ROAD 4	SR 471	D	4	1,860			0.09	0.55	S	-	-	No
ROAD D												
¹ C-470	ROAD A	D	2	880			0.09	0.55	N	-	-	No

Notes: ¹ Committed / Assumed / LRTP Improvement

² Link capacity based on report FHWA-RD-00-67 for corridors with roundabout control through Villages access corridors.

THE VILLAGES OF SOUTHERN OAKS TRAFFIC

This analysis quantifies the impacts of The Villages of Southern Oaks (including the Sixth Amendment development area) on the assumed future (2040) roadway network. To assess the potential impacts, the analysis includes the estimated number of trips that the proposed development is expected to generate; an estimation of the split between those expected to remain internal to The Villages of Southern Oaks and existing The Villages and those expected to travel to and from areas external to The Villages community; and the expected directional distribution and assignment of project trips to the surrounding roadway network.

Proposed Land Uses

The land use densities currently envisioned by Year 2040 for The Villages of Southern Oaks are listed below.

Future Total (Build 2040) Land Use

The cumulative future total (2040) proposed land uses for The Villages of Southern Oaks (including the Sixth Amendment development area) is shown below:

- 60,449 residential dwelling units
- 222,000 square feet of office/governmental use
- 7,778,000 square feet of commercial use

Trip Generation

For each district of The Villages of Southern Oaks development area, trip generation is based on the measured rate for age-restricted residential dwelling units in The Villages, which was determined in the approved Origin-Destination (O-D) survey conducted in prior developments. Including both home-based and non-home-based trips, The Villages measured PM peak hour residential trip generation rate for vehicular travel is 0.35 trips per dwelling unit. Consistent with previous methodologies, trip generation rates and equations from the latest edition of the Institute of Transportation Engineer's (ITE) *Trip Generation Manual* are used to estimate trip generation for each non-residential use. A 19.5% golf cart trip reduction was applied for non-residential (office/government and commercial) trips per O-D data.

A summary of the future total (2040) estimated trip generation for uses for The Villages of Southern Oaks (including the Sixth Amendment development area) is provided in **Table 2**.

Table 2: Future Total (2040) Trip Generation Summary

PM Peak Hour	Land Use	ITE LUC	Size	Units	Trip Rate	PM Peak Hour Trip Generation				
						Total	In	Out		
	Area A									
	Villages Residential ¹	-	25,845	DU	0.35	9,046	63%	5,699	37%	3,347
	Office/Government ²	710	32	KSF	1.21	39	16%	6	84%	33
	Commercial ²	820	2,504	KSF	2.35	5,884	48%	2,824	52%	3,060
	VOSO A Trips					14,969	8,529		6,440	
	Area B									
	Villages Residential ¹	-	18,413	DU	0.35	6,445	63%	4,060	37%	2,385
	Office/Government ²	710	110	KSF	1.13	124	16%	20	84%	104
	Commercial ²	820	2,315	KSF	2.40	5,556	48%	2,667	52%	2,889
	VOSO B Trips					12,125	6,747		5,378	
	Area C									
	Villages Residential ¹	-	16,191	DU	0.35	5,667	63%	3,570	37%	2,097
	Office/Government ²	710	80	KSF	1.15	92	16%	15	84%	77
	Commercial ²	820	2,959	KSF	2.25	6,658	48%	3,196	52%	3,462
	VOSO C Trips					12,417	6,781		5,636	
	TOTAL									
	Villages Residential ¹	-	60,449	DU	-	21,158	13,329		7,829	
	Office/Government ²	710	222	KSF	-	255	41		214	
	Commercial ²	820	7,778	KSF	-	18,098	8,687		9,411	
	Total Generated Trips					39,511	22,057		17,454	
Non-Residential Golf Cart Trip Reduction	19.5%				3,579	1,702		1,877		
Net New External Trips					35,932	20,355		15,577		

Notes: ¹Vehicle trip rate for Villages Residential based on O-D survey

²Vehicle trip rate for non-residential uses based on fitted equation per procedures published in ITE Trip Generation Handbook, 10th Edition

Internal/External Split

Internal capture rates, based on the approved Villages O-D surveys, are utilized in this analysis to quantify the interrelationship between land uses within The Villages community. The measured Villages internal capture rate for residential trips is 74.8 percent for all modes of travel and 63.9 percent for automobiles. The Villages internal capture rate for non-residential trips is 75.4 percent for all modes of transportation and 69.7 percent for automobiles only. The high internalization of trips is consistent with large communities and especially true for The Villages due to the mixed uses and abundance of on-site amenities. Shorter trip lengths are also a characteristic of the retirement population and are reflected in past studies and analyses for The Villages, both because of convenience and because of a connected network for alternative travel modes.

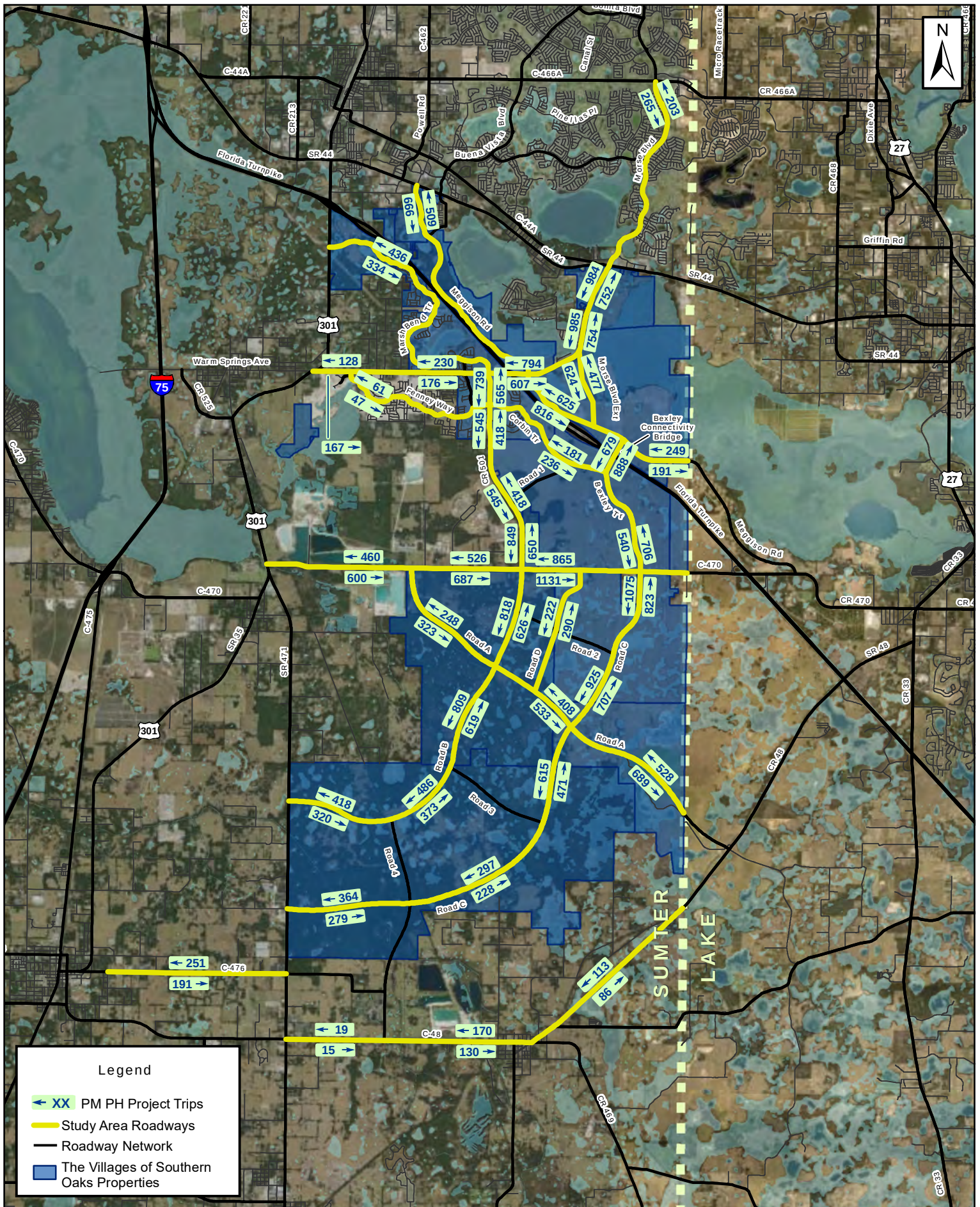
The internal/external split of The Villages project trips was simulated in the CFRPMv6.1 FDOT, District Five modeling run by factoring the O-D trip table to the O-D survey splits prior to the trip assignment process. Specifically, the unadjusted trip tables generated by the model were factored to simulate 65% trip capture within The Villages zones located both north and south of SR 44.

Trip Distribution and Assignment

Trip distribution of uses for The Villages of Southern Oaks (including the Sixth Amendment development area) project trips is based on the adopted CFRPMv6.1 with a more detailed traffic analysis zone (TAZ) structure for The Villages. Consistent with previous CPAs and TIAs conducted for The Villages community, results from the modeled O-D trip table was factored to account for observed trip generation and trip capture behavior from O-D surveys. **Figure 2** displays The Villages of Southern Oaks (including the Sixth Amendment development area) 2040 project percent trip distribution on the study area roadway network based on the CFRPM model run for the corresponding conditions.

Model documentation and electronic files will be provided to review agencies upon request, including a description of O-D trip table factoring for The Villages trips to simulate the anticipated internal/external split of project trips from the previous O-D surveys. **Figure 3** displays The Villages of Southern Oaks (including the Sixth Amendment development area) 2040 project trips expected on the study area roadway segments.

FIGURE 2: 2040 PERCENT TRIP DISTRIBUTION & STUDY AREA



FUTURE CONDITIONS

Future traffic volumes include both the project-generated traffic and the projected background traffic on the assumed future (2040) roadway network. Background traffic is expected from area growth not including The Villages of Southern Oaks development. Background traffic also accounts for future shifting of non-project trips to future roadways.

Future Background (2040) Traffic

Three sources were referenced to determine reasonable background traffic growth for future conditions analyses: historical traffic trends, travel demand model traffic growth projections, and projected regional population growth.

Historical AADT volumes from FDOT's most recent Florida Traffic Information (FTI) 2017 website were reviewed for the FDOT study area roadways. Linear regression was applied to AADT volumes from 2013 to 2017 to determine the historical growth rate on each roadway segment. Historical AADT volumes from Lake-Sumter MPO's 2017 Annual Traffic Counts were reviewed for county study area roadways. Linear regression was applied to AADT volumes from 2013 to 2017 to determine the historical growth rate on each roadway segment.

Due to the expansion of Meggison Road from SR 44 to CR 470, some background traffic is expected to shift to the future facility from other parallel facilities. Additionally, new roads envisioned in the City of Wildwood's LRTP are also expected to carry future traffic which shifts from existing facilities. This shifting of traffic is not accounted for in the historical trend projections. Additionally, the historical trends projections may not accurately reflect traffic volumes from the previously-approved communities within The Villages. Therefore, background traffic growth indicated in CFRPMv6 model runs was also reviewed to evaluate the expected growth rate on roadways within The Villages of Southern Oaks study area. Long-term annualized model volume growth rates were determined between the Year 2017 No-Build scenario (no previously-approved Villages Community south of SR 44 or The Villages of Southern Oaks development and no Meggison Road extension) and the background volume in the 2040 Build scenario (with previously-approved Villages Community south of SR 44 and The Villages of Southern Oaks development, with full Meggison Road extension and the cost feasible network).

The University of Florida's Bureau of Economic and Business Research (BEBR) analyzes population growth trends in counties throughout the state, along with other statistical metrics. According to the most recent BEBR population projections, population growth in the area is expected to range between 0.19% and 5.15% annually between 2017 and 2045. In an effort to determine a reasonable background growth rate for the study area, the medium BEBR growth rates for Lake County and Marion County were averaged. The Sumter County growth rates were excluded from consideration of regional background growth because they include The Villages development; applying these growth rates to the background traffic projections would have resulted in redundancy when project trips were added to the network. The averaged BEBR medium projection for Lake County and Sumter County is used to verify reasonableness of growth rates.

Once growth rates from the three methodologies were compared for each of the roadway segments, they were compared to the calculated growth rate from peak hour buildout volumes forecasted in the most recent, previously approved The Villages of Southern Oaks TIA. A reasonable rate was then selected to project background traffic for the future background (2040) analysis. A summary of the background growth rate data for each condition is included in **Appendix E**.

Table 3 shows future background (2040) traffic PM peak hour directional analysis for roadway segments within The Villages of Southern Oaks study area.

Future Total (2040) Traffic

As also shown in **Table 3**, future total (2040) traffic is calculated by adding The Villages of Southern Oaks (including the Sixth Amendment development area) traffic to the projected future background (2040) traffic volumes on each study area roadway segment. **Figure 4** depicts the 2040 PM peak hour total vehicle volumes on the assumed future (2040) roadway network.

Conclusion

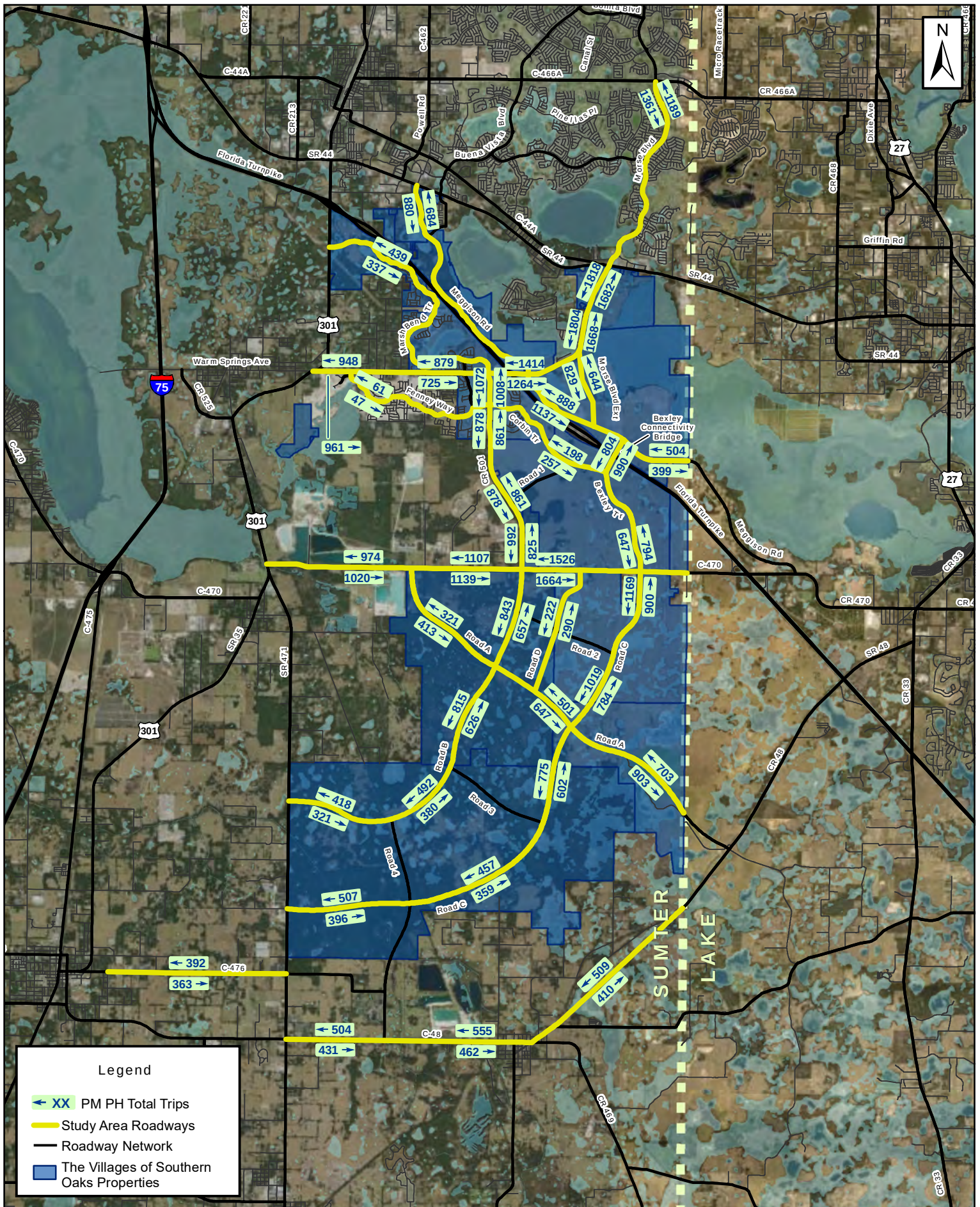
The Villages of Southern Oaks future total (2040) traffic analysis shows that the projected traffic associated with the current proposed development program is not expected to adversely impact any study area roadway segments which are not already planned for improvements. New planned facilities in the study area are projected to provide local and regional access for the planned Villages growth while also providing additional capacity and connectivity for background traffic in the area. Partnerships and monitoring of the impacts of development will continue to occur to identify actual roadway needs in the future.

Table 3: 2040 Future Conditions Analysis

Roadway		Adopted LOS Standard	# Lanes Committed / Assumed	PM PHPD Max. Service Volume	Background PM PHPD Analysis				Project PM PHPD Analysis				Total PM PHPD Analysis		
From	To				Annual Growth Rate	Year = 2040		Deficient?	IN = 20,355		OUT = 15,577		NB/EB	SB/WB	Deficient?
						NB/EB	SB/WB		Trip Distrib	Proj Pkg Dir	NB/EB	SB/WB			
WARM SPRINGS AV / CR 468															
^{1, 2} US 301 / SR 35	CR 513	D	4	1,860	3.87%	794	820	No	0.82%	E	167	128	961	948	No
^{1, 2} CR 513	FENNEY WAY	D	4	1,860	1.48%	549	649	No	1.13%	W	176	230	725	879	No
^{1, 2} FENNEY WAY	CR 501	D	4	1,860	1.59%	559	660	No	0.68%	W	105	138	664	798	No
^{1, 2} CR 501	SR 91 / FLORIDA TURNPIKE	D	4	1,860	1.48%	657	620	No	3.90%	W	607	794	1,264	1,414	No
^{1, 2} SR 91 / FLORIDA TURNPIKE	MEGGISON RD EXTENSION	D	4	1,860	1.48%	838	751	No	3.90%	W	607	793	1,445	1,544	No
^{1, 2} MEGGISON RD EXTENSION	NORTH CARTER ACCESS	D	4	1,860	1.48%	838	751	No	1.95%	W	304	396	1,142	1,147	No
^{1, 2} NORTH CARTER ACCESS	SANDALWOOD DR	D	4	1,860	2.05%	914	819	No	4.84%	W	754	985	1,668	1,804	No
^{1, 2} SANDALWOOD DR	SR 44	D	4	1,860	2.17%	930	834	No	4.83%	W	752	984	1,682	1,818	No
MORSE BLVD															
² C-466A	SR 44	D	4	1,860	1.48%	986	1,096	No	1.30%	S	203	265	1,189	1,361	No
CR 501															
¹ WARM SPRINGS AV	BIGHAM NORTH ACCESS	D	4	1,467	1.48%	443	333	No	3.63%	S	565	739	1,008	1,072	No
¹ BIGHAM NORTH ACCESS	BIGHAM SOUTH ACCESS	D	4	1,467	1.48%	443	333	No	2.68%	S	418	545	861	878	No
¹ BIGHAM SOUTH ACCESS	CR 500	D	4	1,467	1.48%	443	333	No	2.68%	S	418	545	861	878	No
¹ CR 500	C-470E	D	4	1,467	1.48%	175	143	No	4.17%	S	650	849	825	992	No
CR 470															
¹ US 301 / SR 35	NE 50TH WAY	D	4	2,000	1.48%	420	514	No	2.95%	E	600	460	1,020	974	No
¹ NE 50TH WAY	CR 501	D	4	2,000	1.48%	452	581	No	3.38%	E	687	526	1,139	1,107	No
¹ CR 501	LAKE COUNTY LINE	D	4	2,000	1.48%	533	661	No	5.56%	E	1,131	865	1,664	1,526	No
CR 48															
C-476	CR 567	D	2	666	1.48%	416	485	No	0.09%	W	15	19	431	504	No
CR 567	CR 569 / NORTH AV	D	2	792	1.48%	332	385	No	0.83%	W	130	170	462	555	No
CR 569 / NORTH AV	LAKE COUNTY LINE	D	2	792	1.48%	324	396	No	0.55%	W	86	113	410	509	No
C-476															
C-476A / JASPER ST	SR 471	D	2	675	1.48%	172	141	No	1.23%	W	191	251	363	392	No
MEGGISON RD EXTENSION															
^{1, 2} SR 44	CR 468	D	4	1,860	0.00%	175	214	No	3.27%	S	509	666	684	880	No
^{1, 2} CR 468	TURNPIKE OVERPASS	D	4	1,860	0.00%	263	321	No	4.01%	S	625	816	888	1,137	No
^{1, 2} TURNPIKE OVERPASS	C-470	D	2	880	0.00%	255	209	No	1.22%	N	249	191	504	399	No
MORSE BLVD EXTENSION															
¹ WARM SPRINGS AV	MEGGISON RD	D	4	1,860	0.00%	167	205	No	3.06%	S	477	624	644	829	No
MARSH BEND TRL															
¹ US 301	CORBIN TRL	D	2	880	0.00%	3	3	No	2.14%	N	436	334	439	337	No
¹ CORBIN TRL	CR 501	D	2	880	0.00%	3	3	No	1.89%	S	294	385	297	388	No
FENNEY WAY															
¹ WARM SPRINGS AV	CORBIN TRL	D	2	880	0.00%	0	0	No	0.30%	W	47	61	47	61	No
CORBIN TRL															
¹ MARSH BEND TRL	WARM SPRINGS AV	D	2	880	0.00%	0	0	No	0.21%	S	33	43	33	43	No
¹ WARM SPRINGS AV	FENNEY WAY	D	2	880	0.00%	3	4	No	0.24%	S	38	49	41	53	No
¹ FENNEY WAY	CR 501	D	2	880	0.00%	23	28	No	0.46%	N	94	72	117	101	No
¹ CR 501	ROAD C	D	2	880	0.00%	17	21	No	1.16%	S	181	236	198	257	No
BEXLEY CONNECTIVITY BRIDGE (TURNPIKE OVERPASS)															
¹ MEGGISON RD	CORBIN TRL	D	4	1,860	0.00%	102	125	No	4.36%	N	888	679	990	804	No
BEXLEY TRL															
¹ BRIDGE	C-470	D	4	1,860	0.00%	88	108	No	3.47%	N	706	540	794	647	No
ROAD A															
¹ C-470	ROAD B	D	4	1,860	0.00%	90	73	No	1.59%	E	323	248	413	321	No
¹ ROAD B	ROAD C	D	4	1,860	0.00%	114	93	No	2.62%	E	533	408	647	501	No
¹ ROAD C	CR 48	D	4	1,860	0.00%	214	175	No	3.39%	E	689	528	903	703	No
ROAD B															
¹ C-470	ROAD A	D	4	1,860	0.00%	31	25	No	4.02%	S	626	818	657	843	No
¹ ROAD A	ROAD 3	D	4	1,860	0.00%	7	5	No	3.98%	S	619	809	626	815	No
¹ ROAD 3	ROAD 4	D	4	1,860	0.00%	7	5	No	2.39%	S	373	486	380	492	No
¹ ROAD 4	SR 471	D	4	1,860	0.00%	1	0	No	2.05%	S	320	418	321	418	No
ROAD C															
¹ C-470	ROAD 2	D	4	1,860	0.00%	77	95	No	5.28%	S	823	1,075	900	1,169	No
¹ ROAD 2	ROAD A	D	4	1,860	0.00%	77	95	No	4.54%	S	707	925	784	1,019	No
¹ ROAD A	ROAD 3	D	4	1,860	0.00%	131	160	No	3.02%	S	471	615	602	775	No
¹ ROAD 3	ROAD 4	D	4	1,860	0.00%	131	160	No	1.46%	S	228	297	359	457	No
¹ ROAD 4	SR 471	D	4	1,860	0.00%	117	144	No	1.79%	S	279	364	396	507	No
ROAD D															
¹ C-470	ROAD A	D	2	880	0.00%	0	0	No	1.42%	N	290	222	290	222	No

Notes: ¹ Committed / Assumed / LRTP Improvement

² Link capacity based on report FHWA-RD-00-67 for corridors with roundabout control through Villages access corridors.



APPENDICES

Appendix A:
Regionally Significant Road
Construction Agreement between
Sumter County and The Villages
Companies (July 10, 2018)

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: **Regionally Significant Road Construction Agreement between Sumter County and The Villages® Companies**

REQUESTED ACTION: **Staff Recommends Approval of the Resolution and Agreement**

Meeting Type: Regular Meeting **DATE OF MEETING:** 7/10/2018

CONTRACT: ☐ N/A Vendor/Entity: The Villages Companies
Effective Date: 7/10/2018 Termination Date: _____
Managing Division / Dept: Choose a division/department.

BUDGET IMPACT: Each Regional Roadway Segment will have a separate budget as the projects move forward

FUNDING SOURCE: Road Impact Fees / Gas Taxes / Other Revenue

Type: N/A **EXPENDITURE ACCOUNT:** _____

HISTORY/FACTS/ISSUES:

The Regionally Significant Road Construction Agreement between Sumter County and The Villages® Companies and the associated resolution commits funding over a 30-year period to sustain the continued development in and around The Villages® development consistent with the resolution encouraging continued development of this community south of SR 44.

The Villages® Companies' Selected Obligations:

- a. Develop 4th Town Center in Sumter County
- b. Develop The Villages of Southern Oaks as a mixed-use community
- c. Establish design standards for The Villages of Southern Oaks
- d. Design, permit and build future new regional roadway segments noted in Exhibits A & B

Sumter County's Selected Obligations:

- a. Reimburse The Villages® Companies for the construction expenditures of the future new regional roadway segments noted in Exhibits A & B
- b. Design, permit and build future county regional roadway segments noted (CR 501 Phase II and CR 525E Phases II and III)
- c. Hold harmless The Villages® Companies for the future widening of US 301 from SR 44 to C-470 and the future widening of C-470 from US 301 to the Lake County line

Prepared by: **Bradley Arnold**

Grammarly Check ☒

APPROVED

RESOLUTION 2018-43

July 10, 2018

SUMTER COUNTY RESOLUTION NO. 2018-43

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF SUMTER COUNTY, FLORIDA, AUTHORIZING A REGIONALLY SIGNIFICANT ROAD CONSTRUCTION AGREEMENT BY AND BETWEEN THE COUNTY AND THE VILLAGES COMPANIES FOR THE PURPOSE OF CONSTRUCTION OF REGIONALLY SIGNIFICANT ROADS; PROVIDING FOR PAYMENT AND REIMBURSEMENT OF CONSTRUCTION COSTS WITH A COVENANT TO BUDGET AND APPROPRIATE NON-AD VALOREM REVENUES OR ADDITIONAL AVAILABLE REVENUES; AUTHORIZING THE PROPER OFFICERS OF THE COUNTY TO DO ALL OTHER THINGS DEEMED NECESSARY OR ADVISABLE IN CONNECTION WITH THE AGREEMENT; PROVIDING ASSURANCES, PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Sumter County is a political subdivision of the State of Florida and is authorized to construct and maintain roads and highways; and

WHEREAS, Sumter County's constitutional home rule powers, the Florida Transportation Code (Chapters 334-339 and other provisions of the Florida Statutes as established in Section 334.01) and other applicable law including, but not necessarily limited to Chapter 125, Florida Statutes, invest authority over the county road system to Sumter County; and

WHEREAS, the Board of County Commissioners of Sumter County desires to accomplish and implement sound transportation planning and provide a sound transportation system for the benefit of its citizens, and

WHEREAS, the safe, efficient and uninterrupted transportation of people and property from place to place in Sumter County is a matter of great concern to the people of Sumter County and is necessary to ensure the smooth operation of commerce and other activities within Sumter County; and

WHEREAS, Sumter County entered into that certain Regionally Significant Road Construction Agreement with The Villages Companies (the Agreement) for the design, permitting and construction of Future New Regional Roadway Segments, as that term is defined in the Agreement, and the Agreement is attached hereto as Exhibit A;

WHEREAS, The Villages Companies will front the costs for construction of the Future New Regional Roadway Segments provided that it is reimbursed by Sumter County for certain eligible construction costs; and

WHEREAS, the Board of County Commissioners of Sumter County has determined that the actions taken herein are consistent with the goals, policies and objectives of Sumter County, Florida.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SUMTER COUNTY, FLORIDA:

SECTION 1. AUTHORITY. This Resolution is adopted pursuant to its authority under Article VIII of the Constitution of the State of Florida; and Chapter 125, Florida Statutes.

SECTION 2. DEFINITIONS. All terms used in this Resolution in capitalized form and not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement unless the context clearly indicates otherwise. All terms used herein in capitalized form and defined in the preamble hereto shall have the meanings ascribed thereto in said preamble.

“Non-Ad Valorem Revenues” shall mean all revenues of the County not derived from ad valorem taxation.

“Available Non-Ad Valorem Revenues” shall mean all Non-Ad Valorem Revenues other than (A) any revenues which are restricted by a contract in existence on the date hereof, and (B) any revenues which are prohibited by law from being used to pay the Reimbursement Invoices, and (C) any revenues which are not otherwise legally available to pay the payments required herein.

“Essential Government Services” means public safety and general governmental services provided by Sumter County, the expenditure for which are currently set forth as the line items entitled “General Government” and “Public Safety” in Sumter County’s Comprehensive Annual Financial Report for the Fiscal Year ended September 30, 2016, and any equivalent line items in any future financial statements of the County.

SECTION 3. INCORPORATION OF RECITALS; FINDINGS. That each of the above **WHEREAS** clauses are adopted as the findings of the Sumter County Board of County Commissioners, and are hereby incorporated into this Resolution, *in haec verba*. It is also hereby found and determined that the terms of the Agreement in the form presented and incorporated in this Resolution are in the best interest of Sumter County for the construction of the regionally significant roadway segments contemplated by the Agreement.

SECTION 4. APPROVAL AND AUTHORIZATION. The terms and conditions for the construction of the regionally significant roadway segments as described in the Agreement are hereby approved. The Board Chair of the County shall have power to execute the Agreement on behalf of the County.

SECTION 5. COVENANT TO BUDGET AND APPROPRIATE. Sumter County covenants and agrees, to the extent permitted by and in accordance with applicable law, and budgetary processes, to prepare, approve and appropriate in its Annual Budget for each Fiscal Year, by amendment if necessary, from Available Non-Ad Valorem Revenues, amounts sufficient to pay each Reimbursement Invoice submitted by The Villages Companies on or before the associated Invoice Payment Date. Such covenant and agreement on the part of Sumter County to budget and appropriate such amounts of Available Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Available Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all required payments herein shall have been budgeted, appropriated and actually paid. Such Covenant to Budget and

Appropriate is subject in all respects to the payment of obligations secured by a pledge of Available Non-Ad Valorem Revenues heretofore or hereafter entered into (including debt service on bonds and other obligations). However, the Covenant to Budget and Appropriate in its general annual budget or amendments thereto for the purposes and in the manner stated herein shall have the effect of making available for payment of the Reimbursement Invoices, in the manner described herein, Available Non-Ad Valorem Revenues of Sumter County, and of placing on Sumter County a positive duty to appropriate and budget, by amendment, if necessary, amounts sufficient to meet its obligations herein; subject, however, to the payment of services and programs which are Essential Government Services or which are legally mandated by applicable law.

SECTION 6. PRIORITIZATION; OTHER CONDITIONS OF PAYMENT. For purposes of the Covenant to Budget and Appropriate, to the extent permitted by and in accordance with applicable law, and budgetary processes, Sumter County agrees, in its annual appropriation and budget process, to prioritize use of Available Non-Ad Valorem Revenues generated from Transportation Impact Fees and its apportioned Gas/Fuel Taxes to make payment on Reimbursement Invoices. Sumter County agrees that payments for Reimbursement Invoices shall not be made from revenue derived from a municipal service benefit unit or municipal service taxing unit created solely and specifically for the purposes of generating revenue to pay for the regionally-significant roadways set forth in Exhibits A and B to the Agreement, or for the Reimbursement Invoices contemplated in the Agreement; provided, however, this shall not constitute a limitation or restriction on the County's legitimate use of any lawfully enacted, available means of revenue, including but not limited to ad valorem, non-ad valorem, special assessments, or other revenue source, that may be instituted by Sumter County from time to time.

SECTION 8. NO PLEDGE OF REVENUE. Notwithstanding the foregoing covenant of Sumter County, Sumter County does not covenant to maintain any services or programs, now provided or maintained by Sumter County that generate Available Non-Ad Valorem Revenues. Such covenant also shall not constitute a lien, either legal or equitable, on any of Sumter County's Non-Ad Valorem Revenues or other revenues, nor shall it preclude Sumter County from pledging in the future any of its Non-Ad Valorem Revenues or other revenues to other obligations so long as the granting of such pledge does not have the effect of impairing the obligation of Sumter County under this Resolution and the Agreement by making unavailable sufficient Non-Ad Valorem Revenues required to timely make payments of the Reimbursement Invoices, nor shall it give The Villages Companies a prior claim on the Non-Ad Valorem Revenues.

SECTION 7. CONTINGENT ON ACTUAL APPROVED APPROPRIATION. Anything herein to the contrary notwithstanding, all obligations of Sumter County hereunder shall be secured only by the Non-Ad Valorem Revenues actually budgeted and appropriated and allocated for Reimbursement Invoices, as provided for herein. Sumter County is prohibited by law from expending moneys not appropriated or in excess of its current budgeted revenues and surpluses. The obligation of Sumter County to budget, appropriate and make payments hereunder from its Non-Ad Valorem Revenues is subject to the availability of Non-Ad Valorem Revenues after satisfying funding requirements for obligations having an express lien on or pledge of such revenues and after satisfying funding requirements for essential governmental services of Sumter County or which are legally mandated by applicable law.

SECTION 8. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 9. SEVERABILITY. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force or effect of any other Section or part of this Resolution.

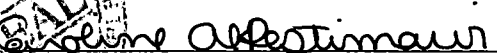
SECTION 10. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED by the Board of County Commissioners of Sumter County, Florida, during a duly noticed public meeting, in Sumter County, Florida, this 10th day of July, 2018.

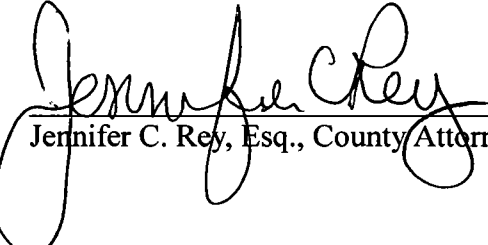
BOARD OF COUNTY COMMISSIONERS
SUMTER COUNTY, FLORIDA

By: 
Al Butler, Chairman

Attest:

 
Caroline AlRestimawi, Deputy Clerk

Approved as to form for the reliance
of Sumter County only:


Jennifer C. Rey, Esq., County Attorney

REGIONALLY SIGNIFICANT ROAD CONSTRUCTION AGREEMENT
BETWEEN SUMTER COUNTY, FLORIDA
AND THE VILLAGES COMPANIES

THIS REGIONALLY SIGNIFICANT ROAD CONSTRUCTION AGREEMENT

(the "Agreement") is entered into this 16th day of July, 2018, by and between Sumter County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing body thereof, hereinafter referred to as the "COUNTY", whose principal address is 7375 Powell Road, Suite 200, Wildwood, Florida 34785, and The Villages Companies, which currently includes both The Villages Land Company, LLC ("VLC") and The Villages Development Company, LLC ("VDC"), hereinafter VLC and VDC are collectively referred to as the "COMPANIES", whose principal business address is: 3619 Kiessel Road, The Villages, FL 32163, and in furtherance of same, the parties to this Agreement hereby state the following:

WITNESSETH:

WHEREAS, COMPANIES acquired 13,637 acres south of State Road 44 that were recently re-designated on the City of Wildwood's Future Land Use Map (FLUM) to develop this property as The Villages of Southern Oaks (hereinafter referred to as the "Property") making COMPANIES the largest private landowner in the area and capable of the coordinated and mixed-use development requiring a regional roadway network; and

WHEREAS, currently the Property is mostly vacant and is designated as Age Restricted Development (ARD) which is an urban mixed-use category that permits uses such as commercial, residential, office, hotel and medical as provided for in the City of Wildwood's Future Land Use Map (FLUM); and

WHEREAS, COMPANIES also plan to develop a new 432-acre industrial park south of the City of Coleman, within the unincorporated area of Sumter County, which will add much needed industrial development along the Interstate 75 corridor and will help generate additional employment and increase economic development within Sumter County; and

WHEREAS, the Villages of Southern Oaks and the new industrial park will together provide significant economic benefit and employment and will hereafter be known as “the Projects”; and

WHEREAS, with COMPANIES owning the majority of the land south of State Road 44, COUNTY, the City of Wildwood and COMPANIES can now coordinate to develop a compact and phased, mixed-use community with a cost-efficient provision of infrastructure; and

WHEREAS, COMPANIES have committed to develop the properties south of State Road 44 consistent with the mixed-use development pattern established in the other Villages’ communities; and

WHEREAS, in 2018, COMPANIES had Kimley-Horn complete a transportation analysis of the Projects and identified the long-term need for transportation improvements as identified in Exhibits A and B, attached hereto and incorporated herein; and

WHEREAS, COUNTY desires to have multiple regionally significant roads to be built in advance of the planned future development south of State Road 44 in order to spur and enhance economic development within and outside of the Projects; and

WHEREAS, COUNTY desires to limit the typical design sections of COUNTY maintained regionally-significant roads to a maximum of four-lanes; and

WHEREAS, COMPANIES are uniquely able to quickly, efficiently, and more cost-effectively construct the regionally-significant roadway network utilizing the experience gained in road building north of State Road 44; and

WHEREAS, COMPANIES add amenities, such as greatly enhanced landscaping, bridges, and multi-modal tunnels, all of which reduce roadway impacts, at no cost to COUNTY; and

WHEREAS, COUNTY entered into previous road impact fee credit agreements for the expansion of existing regionally significant roads such as the current C-468 and C-501 agreements between COUNTY and The Villages of Lake Sumter, Inc., and such agreements successfully facilitated the expansion of such regionally significant roadways, which in-turn facilitated the development and expansion of economic development throughout Sumter County; and

WHEREAS, COUNTY has determined that COMPANIES can construct the roadways at a significantly reduced cost, while also providing a significant economic impact in Sumter County through its development of the Projects, and wishes to incentivize well-planned and efficient development both in the City of Wildwood and unincorporated area of Sumter County based on a regional roadway network preceding development; and

WHEREAS, there is a need to enhance, expand, and sustain economic activity in Sumter County by attracting and retaining commercial and industrial development, business enterprise management, and other activities conducive to economic promotion, in order to provide a stronger, more balanced, and stable economy in Sumter County, and Section 125.045, Florida Statutes, declares that use and expenditure of public funds for economic development activities, including development or improvement of local infrastructure constitutes a public purpose; and

WHEREAS, COMPANIES propose to make additional capital investments within Sumter County, all in accordance with the appropriate jurisdiction's Land Development Code and Comprehensive Plan; and

WHEREAS, COUNTY finds and declares that it is in the public's best interest and serves a legitimate public purpose to facilitate the efficient, timely, and cost-effective construction and expansion of additional regionally-significant roadways that will enable the development and success of an industrial park, and additional mixed-use development pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of ten dollars (\$10.00), the mutual covenants, promises and representations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to the following terms and conditions:

1. Recitals. The **WHEREAS** clauses set forth above are hereby incorporated into and made part of this Agreement as if fully set forth herein.
2. COMPANIES Representations. COMPANIES are duly organized and validly existing under the laws of the State of Florida and are authorized to do business, and are doing business in the State of Florida. COMPANIES have the corporate power, authority, and legal right to execute, deliver, and perform this Agreement. The execution, delivery, and performance of this Agreement by the COMPANIES has been duly authorized by any and all necessary corporate and shareholder action. The COMPANIES will continue their business operations at their principal business address within Sumter County for the duration of this Agreement. Additionally, COMPANIES may be expanded to include valid affiliated business entities which may also own and develop within The Villages of Southern Oaks and the industrial

park. Such business entities, their property owned, and their legal status shall be submitted to COUNTY as an addendum to this Agreement for approval by COUNTY.

3. COMPANIES's Obligations:

- a. Develop the 4th Town Center or comparable lifestyle mixed-use retail center solely within Sumter County with aggregate regionally-serving commercial square footages similar in size to the existing Town Centers located in Sumter County (Lake Sumter Landing or Brownwood, respectively).
- b. Develop The Villages of Southern Oaks as a mixed-use community which may include residential, office, commercial/retail, hotel, medical, light industrial, institutional, recreation and other similar uses as determined by and pursuant to the land development codes, approvals, and other such requirements of the City of Wildwood.
- c. Establish design standards for The Villages of Southern Oaks which shall include, but not be limited to, architectural design standards, building setbacks, landscaping and buffering and roadway design to enhance pedestrian use and ensure their safety.
- d. Design, permit, build and otherwise complete the construction of the regionally-significant roads designated as Future New Regional Roadway Segments in Exhibits A and B, attached hereto and incorporated herein ("Future New Regional Roadway Segment").
 - i. COMPANIES, in their sole discretion and based upon their internal development phasing, will notify COUNTY in writing prior to commencing construction on any of the Future New Regional Roadway Segments. The

notification is to assist COUNTY in incorporating these road improvements into COUNTY'S budget.

- ii. COMPANIES shall submit a proposed budget and construction timeline for commencement and completion of the proposed Future New Regional Roadway Segment, which shall be subject to review and acceptance of the County Administrator. If the County Administrator rejects the proposed budget, COMPANIES shall be relieved of any obligation to construct the proposed Future New Regional Roadway Segment and COMPANIES shall assign its design and permits to COUNTY for COUNTY to assume the obligation to construct the proposed Future New Regional Roadway Segment within the original timeline submitted by COMPANIES plus three months, which will allow COUNTY to complete its standard bid process prior to initiating construction.
- iii. COMPANIES shall design the Future New Regional Roadway Segment to meet or exceed the applicable engineering design standard as contained in the Sumter County Engineering Design Standards, Florida "Greenbook", or FDOT Roadway Design Standards. The Sumter County Engineering Design Standards, the Florida "Greenbook" and the FDOT Roadway Design Standards, as amended, are incorporated herein and are considered a material provision of this Agreement.
- iv. COMPANIES shall provide the design, permitting and construction of non-standard COUNTY infrastructure, including, but not limited to, multi-modal tunnels, bridges, enhanced landscaping and shared ponds, when

COMPANIES determine they are necessary, subject to COMPANIES' sole discretion, and at the COMPANIES' sole expense. The construction of such non-standard infrastructure is subject to any required local, state or federal approvals and permitting.

- v. COMPANIES acknowledge that they are constructing the Future New Regional Roadway Segments on behalf of COUNTY and that COMPANIES are giving COUNTY five (5) years from receipt of invoices to reimburse COMPANIES for constructing the Future New Regional Roadway Segments, in accordance with Paragraph 7 below. Furthermore, COMPANIES acknowledge that all required rights-of-way and drainage easements shall be donated to COUNTY and shall not be subject to reimbursement. To the extent it is necessary to amend the existing November 14, 2017 Perpetual Drainage Management Agreement to incorporate the drainage improvements for the Future New Regional Roadway Segments, the Perpetual Drainage Management Agreement shall be amended at such time as is proper and necessary, and at the COMPANIES' sole expense.
- e. COMPANIES acknowledge that all required rights-of-way and drainage easements for Future County Roadway Segments, as identified in Exhibits A and B, shall be donated to COUNTY and shall not be subject to reimbursement. To the extent it is necessary to amend the existing November 14, 2017 Perpetual Drainage Management Agreement to incorporate the drainage improvements for the Future County Regional Roadway Segments, the Perpetual Drainage Management Agreement shall be

amended at such time as is proper and necessary, and at the COMPANIES' sole expense.

4. Committed Improvements. All Future New Regional Roadway Segments and Future County Roadway Segments as identified in Exhibits A and B, shall constitute the COMPANIES' satisfaction of any and all obligations for traffic concurrency and/or for any traffic analysis required for future development of the Projects.

5. COUNTY's Obligations:

- a. Accept on COUNTY'S behalf donations of necessary rights-of-way, drainage easements and ponds.
- b. Review, at no cost to COMPANIES, all construction documents for Future New Regional Roadway Segments as set forth in Paragraph 3(d)(iii).
- c. Review and, consider for approval, proposed budgets for construction of Future New Regional Roadway Segments in accordance with Paragraph 3(d)(ii).
- d. Provide construction inspection services, at no cost to COMPANIES, during the construction of the Future New Regional Roadway Segments to comply with the approved construction documents.
- e. Provide reimbursement to COMPANIES as set forth in Paragraph 7.
- f. Design, permit, build, and otherwise complete the construction or expansion of Future County Regional Roadway Segments as provided for in Exhibits A and B ("Future County Regional Roadway Segments"). To the extent that COMPANIES determine that the improvements to the Future County Regional Roadway Segments should be undertaken prior to the schedule established by COUNTY or, if the Future County Regional Roadway Segments are not included in COUNTY'S Capital Improvements

Plan, or if the Future County Regional Roadway Segments are otherwise not provided for in COUNTY'S budget, COMPANIES may provide written notice to COUNTY that COMPANIES will undertake to design, permit, build and otherwise complete the Future County Regional Roadway Segment improvement that COMPANIES provided notice for; except that COMPANIES may not proceed if the Future County Regional Roadway Segments are programmed for use of state or federal funding. If COMPANIES elect to proceed with construction of a Future County Regional Roadway Segment, COUNTY shall reimburse COMPANIES as provided for in Paragraph 7.

6. Anticipated Construction of Future State Regional Roadway Segments. COUNTY will hold harmless COMPANIES for any and all financial demands from the Florida Department of Transportation ("FDOT") for the future widening of US 301 from SR 44 to C-470 and the future widening of C-470 from the Lake County line to US 301.
7. Reimbursement for Road Construction. The following process shall be used for reimbursement for certain costs of constructing the regionally-significant roads contemplated herein:
 - a. COMPANIES are eligible to seek reimbursement only for construction costs incurred by COMPANIES for Future New Regional Roadway Segments. COMPANIES are eligible to seek reimbursement for design, permitting, and construction of all Future County Roadway Segments undertaken by COMPANIES pursuant to Paragraph 5(f) including all costs associated with developing the construction documents.
 - b. COMPANIES will submit their invoices to COUNTY for the eligible costs as required by COUNTY (each a "Reimbursement Invoice" and collectively, the

“Reimbursement Invoices”). The COUNTY shall pay each Reimbursement Invoice within five (5) years of COUNTY’S receipt of a Reimbursement Invoice (the “Invoice Payment Date”).

- c. At no point in time may COMPANIES seek, nor shall COUNTY reimburse, COMPANIES for the rights-of-way, the drainage easements, or the sizing of ponds to include COMPANIES’ drainage, or any of the non-standard improvements set out in Paragraphs 3(d)(iv).

- 8. Term. This Agreement shall become effective upon execution by COUNTY and COMPANIES and shall remain in effect for thirty (30) years. However, to the extent that any payments remain due and outstanding at the expiration of the term to COMPANIES from COUNTY, COUNTY acknowledges that COMPANIES may seek payment of those monies through any legal or equitable actions.

9. Default:

- a. For purposes of this Agreement, “event of default” shall mean any of the following:
 - i. Any representation or warranty made by COMPANIES herein or in any statement, invoice or certificate furnished to COUNTY in connection with the performance of this Agreement that proves to be untrue in a material respect as of the date of issuance or making thereof to COUNTY by the COMPANIES.
 - ii. COMPANIES materially breach any covenant contained in this Agreement and such breach continues or is not corrected or cured within thirty (30) days after written notice thereof to the COMPANIES by COUNTY; provided however, that COUNTY may declare a lesser cure period in the event that it

finds, in its sole and absolute discretion, that such lesser period is necessary to protect the public health, safety, or welfare.

- iii. COMPANIES fail to provide COUNTY the written verification, satisfactory to COUNTY, of its performance obligations herein.
- iv. COMPANIES fail to expend or use funds in accordance with this Agreement, if applicable.
- v. COMPANIES fail to develop the next Town Center or comparable lifestyle mixed-use retail centers solely within Sumter County with aggregate regionally-serving commercial square footages similar in size to the existing Town Centers located in Sumter County (Lake Sumter Landing or Brownwood, respectively) after execution of this Agreement and throughout the term of the Agreement.

10. Budget, Appropriation, and Funding for Reimbursement. The terms and conditions of this Agreement, including the following Covenant to Budget and Appropriate, placed upon COUNTY are applicable only to the extent they are both within and consistent with the constitutional and statutory limitations on the authority of COUNTY. It is acknowledged by the parties that payment of Reimbursement Invoices as set forth herein are contingent upon annual appropriations by COUNTY in its approved fiscal year budget. The Reimbursement Invoices described herein will be distributed or paid as noted in this Agreement by COUNTY to COMPANIES.

- a. *Approved Project Budget Required.* It is acknowledged and agreed by the parties that COUNTY'S obligation to pay the Reimbursement Invoices as described herein, shall be limited and conditioned upon the approval of a proposed Future New Regional

Roadway Segment budget prior to the commencement of construction in accordance with Paragraph 3(d)(ii).

- b. *Covenant to Budget and Appropriate Annually.* Upon approval as required in Paragraph 10.a., COUNTY covenants that it will appropriate in its annual budget, by amendment if necessary, from Available Non-Ad Valorem Revenues, amounts sufficient to pay each Reimbursement Invoice submitted by COMPANIES on or before the associated Invoice Payment Date. The phrase “Non-Ad Valorem Revenues” shall mean all revenues of COUNTY not derived from ad valorem taxation. The phrase “Available Non-Ad Valorem Revenues” shall mean all Non-Ad Valorem Revenues other than (A) any Non-Ad Valorem Revenues which are restricted by a contract in existence on the date hereof, as identified in Exhibit C hereto, and (B) any revenues which are prohibited by law from being used to pay the Reimbursement Invoices, and (C) any revenues which are prohibited by law or otherwise not legally available to pay the Reimbursement Invoices.
- c. Such covenant and agreement on the part of COUNTY to budget and appropriate such amounts of Available Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Available Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all required payments herein shall have been budgeted, appropriated and actually paid.
- d. *No Pledge of Revenue.* Notwithstanding the foregoing covenant of COUNTY, COUNTY does not covenant to maintain any services or programs, now provided or maintained by COUNTY which generate Available Non-Ad Valorem Revenues. Such Covenant to Budget and Appropriate does not create any lien or pledge of

Available Non-Ad Valorem Revenues, nor does it preclude COUNTY from pledging in the future Available Non-Ad Valorem Revenues, nor does it require the COUNTY to levy and collect any particular Available Non-Ad Valorem Revenues. Specifically, the parties acknowledge that COUNTY is without authority to grant or pledge a security interest in any of COUNTY'S Non-Ad Valorem Revenues or property.

- e. *Subject to Existing Payment Obligations.* Such Covenant to Budget and Appropriate is subject in all respects to the payment of obligations secured by a pledge of Available Non-Ad Valorem Revenues heretofore or hereafter entered into (including debt service on bonds and other obligations). However, the Covenant to Budget and Appropriate in its general annual budget or amendments thereto for the purposes and in the manner stated herein shall have the effect of making available for payment of the Reimbursement Invoices, in the manner described herein, Available Non-Ad Valorem Revenues of COUNTY, and of placing on COUNTY a positive duty to appropriate and budget, by amendment, if necessary, amounts sufficient to meet its obligations herein; subject, however, to the payment of services and programs which are Essential Government Services or which are legally mandated by applicable law. For purposes of this Section 10, the phrase "Essential Government Services" means public safety and general governmental services provided by COUNTY, the expenditure for which are currently set forth as the line items entitled "General Government" and "Public Safety" in the COUNTY'S Comprehensive Annual Financial Report for the Fiscal Year ended September 30, 2017, and any equivalent line items in any future financial statements of COUNTY.

f. *Prioritization; Other Conditions of Payment.* For purposes of the Covenant to Budget and Appropriate, to the extent permissible by law, and subject to all other conditions and limitations of this Section 10, COUNTY agrees, in its annual appropriation and budget process, to prioritize use of Available Non-Ad Valorem Revenues generated from Transportation Impact Fees and its apportioned Gas/Fuel Taxes before using these funds for any other purposes to make payment on Reimbursement Invoices. Such priority of Transportation Impact Fees and apportioned Gas/Fuel Taxes is not intended to limit or restrict the Non-Ad Valorem Revenues available to COUNTY to satisfy its obligation in Section 10 hereof, but instead is intended to prioritize the use of Transportation Impact Fees and apportioned Gas/Fuel Taxes to pay Reimbursement Invoices before such Non-Ad Valorem Revenues are used for other obligations of COUNTY. COUNTY agrees that payments for Reimbursement Invoices shall not be made from revenue derived from a municipal service benefit unit or municipal service taxing unit created solely and specifically for the purposes of generating revenue to pay for the regionally-significant roadway segments set forth in Exhibits A and B, or for the Reimbursement Invoices contemplated herein; provided, however, that nothing contained in this Section 10 shall constitute a limitation or restriction on COUNTY'S legitimate use of any lawfully enacted, available means of revenue, including but not limited to ad valorem, non-ad valorem, special assessments, or other revenue source, that may be instituted by COUNTY from time to time.

11. Notice. Whenever either party desires to give notice unto the other, written notice shall be sent via hand delivery, first class mail or overnight courier to:

COUNTY**COMPANIES**

County Administrator

Assistant Director of Development

Sumter County

The Villages Land Company, LLC

7375 Powell Road

3619 Kiessel Road

Wildwood, Florida 34785

The Villages, Florida 32163

Copy to:

Jennifer Rey, Esq.

Brian Hudson, Esq.

The Hogan Law Firm, LLC

3619 Kiessel Road

20 S. Broad Street

The Villages, Florida 32163

Brooksville, Florida 34601

Such addresses may be changed by notice pursuant to this paragraph, but notice of change of addresses is effective only upon receipt.

12. Conflict of Interest. COMPANIES agree that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY, or which would violate or cause others to violate the provisions of Part III, Chapter 12, Florida Statutes, relating to ethics in government. COMPANIES hereby certify that no officer, agent, or employee of COUNTY has any material interest as defined in Section 112.312, Florida Statutes, either directly or indirectly, in the business of COMPANIES, and that no such person shall have any such interest at any time during the term of this Agreement.
13. No Lobbying with Funds. COMPANIES hereby agrees that monies received from COUNTY pursuant to this Agreement shall not be used for the purpose of lobbying the legislature, the judicial branch, or any state or federal agency as defined in Section 216.347, Florida Statutes.

14. Independent Entity. In performing this Agreement, any planning, developing, construction, equipping, operating of any project, or carrying out any of the activities to be carried out by the COMPANIES, COMPANIES acknowledge that it will be acting independently, in the capacity of an independent entity and not as a joint venture, partner, associate, employee, agent or representative of COUNTY.

15. Public Records.

- a. All documents generated by COMPANIES on behalf of COUNTY become the property of COUNTY. COUNTY may require submission of any electronic file version of reports, data, or other submission of documentation produced for or as a result of performance under this Agreement. COMPANIES agree to comply with public records and open meeting requirements as applicable, and as may be required by Florida Public Records Law and Florida Sunshine Law.
- b. COMPANIES are required to: (i) keep and maintain public records required by COUNTY; (ii) upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a reasonable or as otherwise provided by law; (iii) ensure that public records that are exempt or, confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if COMPANIES do not transfer the records to COUNTY; (iv) upon completion of this Agreement, transfer, at no cost, to COUNTY all public records in possession of COMPANIES or keep and maintain public records required by COUNTY.

- c. If COMPANIES transfer all public records to COUNTY upon completion of this Agreement, COMPANIES shall destroy any duplicate public records that are exempt or, confidential and exempt, from public records disclosure requirements. If the COMPANIES keep and maintain public records upon completion of this Agreement, COMPANIES shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.
- d. COMPANIES and COUNTY shall comply with the provisions of Section 119.0701, Florida Statutes, in responding to requests for public records.
- e. **IF THE COMPANIES HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANIES' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-689-4400, Sumter County Board of County Commissioners, 7375 Powell Road, Wildwood, Florida 34785 or via email at Administrative.Services@sumtercountyfl.gov.**

16. No Third Party Beneficiaries. This Agreement is made for the sole benefit of the parties hereto and their respective successors, including any successor-in-interest to the COMPANIES' interest, and is not intended to and shall not benefit any third party. No third party shall have any rights hereunder, or as a result of this Agreement, or any right to enforce any provisions of this Agreement.

17. Indemnification, Insurance and Sovereign Immunity. COMPANIES shall be solely and entirely responsible for its tortious acts and the tortious acts of its agents, employees, or servants during the performance of this Agreement. COMPANIES shall indemnify, defend, and save harmless COUNTY, its agents, employees, and officers from and against all liabilities, claims, demands, or actions at law and equity including court costs and attorney's fees, that may be made or brought by anyone for the purposes of enforcing a claim on account of any injury or damage allegedly caused or occurring to any person or property in which was caused in whole or in part by any tortious, wrongful, or intentional acts or omissions of COMPANIES, its agents, or employees during performance under this Agreement. COMPANIES shall acquire and maintain insurance coverage acceptable to COUNTY. COMPANIES shall provide COUNTY with a certificate of coverage identifying COUNTY as both a Named Insured and a Certificate Holder. The foregoing is not intended, and shall not be construed, as a waiver by COUNTY of the benefits of Section 768.28, Florida Statutes.

18. Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, warlike operation, insurrection, rebellion, revolution, military or usurped power, sabotage or other civil unrest; (d) strikes, embargoes, blockades, labor stoppages, lockouts or slowdowns or other industrial disturbances or inability to obtain

necessary materials or services (e) governmental delay regarding permits or approvals; (f) action by any governmental authority; (g) national or regional emergency; (h) shortage of adequate power or transportation facilities; or (j) other similar events beyond the reasonable control of the party impacted by the Force Majeure Event and provided further, however, that such performance shall be resumed and completed with due diligence and reasonable dispatch as soon as the contingency causing the delay or impossibility shall abate.

19. Entire Agreement; Modification. This Agreement contains the entire agreement of the parties and may not be changed except by written agreement duly executed by the parties hereto. This Agreement supersedes any prior understandings and agreements between the parties, and there are no representations, warranties or oral agreements other than those expressly set forth herein.

20. Assignment. This Agreement shall not be assigned nor may any portion of the obligations contemplated in this Agreement be subcontracted to another party without the prior written approval of COUNTY. No such approval by COUNTY of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of COUNTY. All such assignments and subcontracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that COUNTY shall deem necessary.

21. Corporate Status; Change of Ownership. If COMPANIES are a non-governmental, corporate entity:

- a. *Corporate Status.* COMPANIES shall ensure that the corporate status shall continuously be in good standing and, at all times throughout the Term and any renewal or extension hereof, active and current with the state of its incorporation and

the State of Florida. Failure of the COMPANIES to keep its corporate status active and current shall constitute a material breach under the terms of this Agreement.

- b. *Change of Ownership.* COMPANIES shall notify COUNTY immediately upon any change in corporate ownership or any substitution of the key professional assigned (the “Key Person”) to perform under this Agreement (“Change of Ownership”). COUNTY shall have the option of cancelling this Agreement if a Change of Ownership is not suitable to it, provided however, no cancellation shall relieve the COMPANIES of its obligations to perform the work described herein or for liability for breach of same. A Change of Ownership means the occurrence of any one or more of the following: a sale, lease, or other disposition of 50% or more of the interest or assets of the COMPANIES or corporation; a merger, reverse merger or consolidation with another entity; a transaction wherein a third-party becomes the beneficial owner having fifty (50%) percent or more interest in the corporation or COMPANIES; or fifty (50%) percent or more of the total number of votes that may be cast for any act of the entity.

22. Dispute Resolution. All disputes arising out of or in connection with this Agreement shall be attempted to be settled through good-faith negotiation between the parties, followed if necessary within thirty (30) days by professionally-assisted mediation. Any mediator so designated must be acceptable to each party. The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either party in any later proceeding relating to

the dispute. No recording or transcript shall be made of the mediation proceedings. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties. Failing resolution through mediation, either party may file an action in a court of competent jurisdiction or other appropriate remedy available in law or equity as defined herein below.

23. Jointly Drafted. The parties agree that this Agreement is entered into knowingly and voluntarily, after having the opportunity to fully discuss it with an attorney. Having had the opportunity to obtain the advice of legal counsel to review, comment upon, and redraft this Agreement, the parties agree that this Agreement shall be construed as if the parties jointly prepared it so that any uncertainty or ambiguity shall not be interpreted against any one party and in favor of the other, and shall be deemed to have been prepared jointly by the COMPANIES and COUNTY, and any uncertainty or ambiguity existing herein, if any, shall not be interpreted against either party, but shall be interpreted according to the application of the rules of interpretation for arm's-length agreements.

24. Parties Acknowledgement; Parties Bound. COMPANIES and COUNTY acknowledge that they have read this Agreement, and that they understand the terms and conditions herein and that the terms have been fully and completely explained to the parties prior to the execution thereof. Each party acknowledges that the other party has made no warranties, representations, covenants, or agreements, express or implied, except as expressly contained in this Agreement. Further, the parties have caused this Agreement to be executed on their respective behalf by the authorized officer whose signature appears below under their respective name, to be effective as of the date first written above. This Agreement shall be binding upon and inure to the benefit of the parties hereto.

25. Waiver. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.
26. Time is of the Essence. Time shall be of the essence of this Agreement.
27. Survivability. Any provision of this Agreement that obligates any of the parties to perform an obligation either before the commencement of the Term or after the expiration of the Term, or any renewal or extension thereof, shall be binding and enforceable notwithstanding that performance is not within the Term, and the same shall survive.
28. Severability. Whenever possible each provision and term of this Agreement will be interpreted in a manner to be effective and valid but if any provision or term of this Agreement is held to be prohibited or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Agreement.
29. Counterparts. This Agreement may be executed in a number of identical counterparts and a facsimile or electronic/digital copy shall be treated as an original. If so executed, each such counterpart is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
30. Law of the Agreement; Jurisdiction and Venue. The parties agree that the laws of the State of Florida (and the ordinances and regulations of Sumter County, Florida) shall govern any dispute arising out of or related to this Agreement. Venue for any dispute, claim or action arising out of, or related to, this Agreement shall be in the Circuit Court of the Fifth Judicial Circuit in and for Sumter County, Florida. The parties to this Agreement agree that venue

shall lie only in the state courts located in Sumter County, Florida. Removal of this case to federal court is prohibited. Litigation in federal court is precluded by agreement of the parties hereto. Process in any action or proceeding referred to in this paragraph may be served on any party anywhere in the world; such party waives any argument that said party is not subject to the jurisdiction of the state courts located in Sumter County, Florida and the laws of the State of Florida.

31. Attorney's Fees; and Costs of Enforcement. Each party hereto shall bear its own attorneys' fees and costs incurred in resolving any dispute, claim, action or appeal arising out of, or related to, this Agreement.
32. Section and Paragraph Headings. Captions or paragraph headings herein contained are for organizational convenience only, and shall not be construed as material provisions of this agreement or to limit any provisions hereunder.
33. Cooperation; Supplementary Actions. All parties agree to cooperate fully to execute any supplementary documents, and to take any additional actions that may be necessary or appropriate, to give full force and effect to the basic terms and intent of this Agreement, and which are not inconsistent with its terms.
34. Miscellaneous. Whenever the context shall so require, all words in this Agreement of one gender shall be deemed to include the other gender.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the day and
the year above first written.

BOARD OF COUNTY COMMISSIONERS
SUMTER COUNTY, FLORIDA

By: Al Butler
Al Butler, Chairman



ATTEST:

Caroline AlRestimawi
Caroline AlRestimawi, Deputy Clerk

WITNESSES:

Doris A. Pardo
Print Name: Doris A. Pardo

Christi G. Jacquay
Print Name: Christi G. Jacquay

THE VILLAGES LAND COMPANY,
LLC, a Florida limited liability company

BY: TVL Company, LLC,
a Florida limited liability company,
its Manager

By: Kelise Morse Morley
Print Name: Kelise Morse Morley
Title: MANAGER

Doris A. Pardo
Print Name: Doris A. Pardo

Christi G. Jacquay
Print Name: Christi G. Jacquay

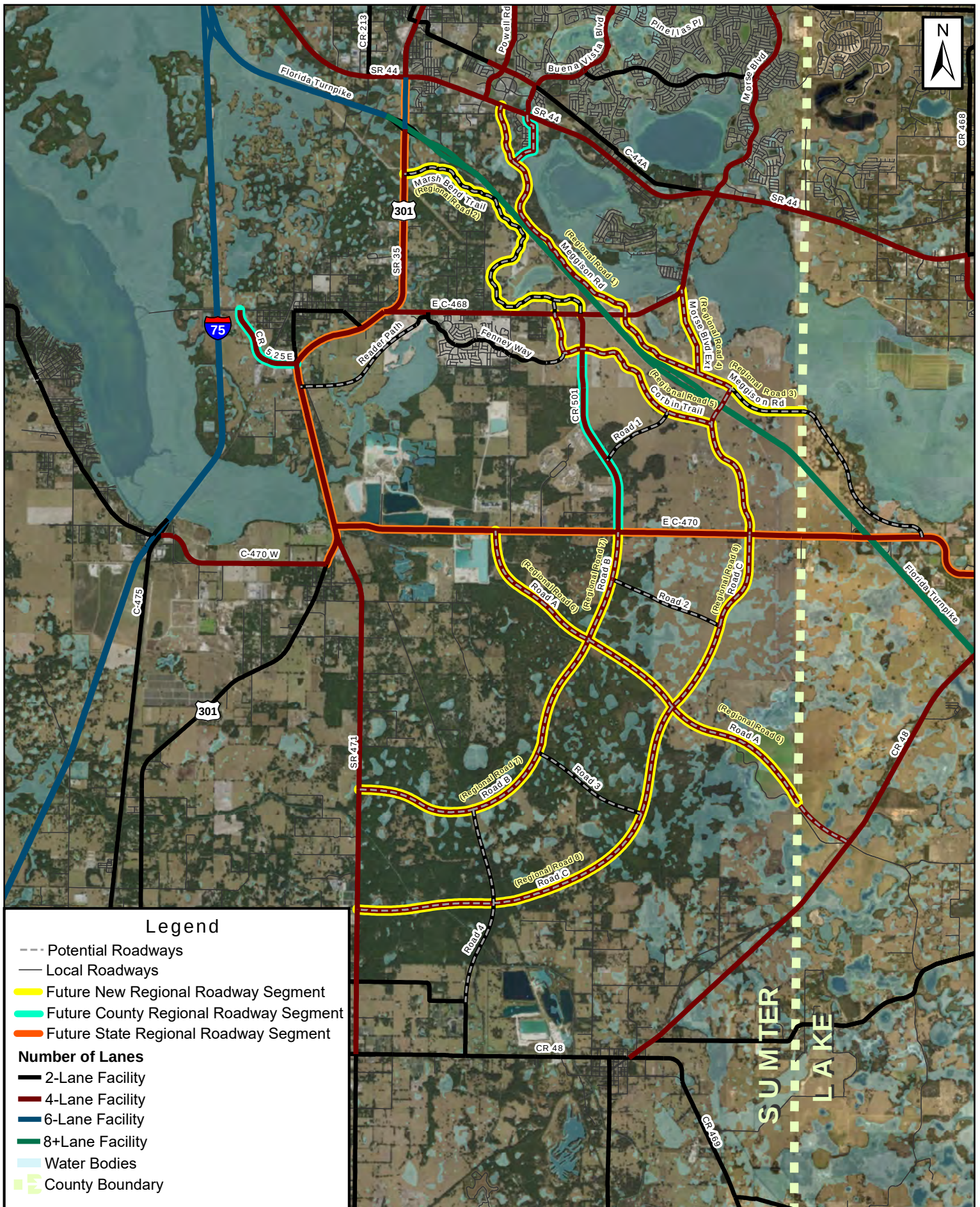
THE VILLAGES DEVELOPMENT
COMPANY, LLC,
a Florida limited liability company

BY: VDC Manager, LLC,
a Florida limited liability company,
its Manager

By: Harper Boone
Name: HARPER BOONE
Title: MANAGER

EXHIBITS

- A. REGIONAL ROADWAY IMPROVEMENTS MAP
- B. REGIONAL ROADWAY IMPROVEMENTS TABLE
- C. EXISTING OBLIGATIONS



SUMTER COUNTY & WILDWOOD ROADWAY NEEDS - FUTURE POTENTIAL NETWORK

Kimley»Horn
© 2018 Kimley-Horn and Associates, Inc.

July 3, 2018

0 4,500 9,000 Ft
Roadways are approximate and not to scale

EXHIBIT A

The Villages®

Exhibit B

Future New Regional Roadway Segments		
ROAD	SEGMENT	IMPROVEMENT
MEGISSON	SR 44 SOUTH TO C-468 (WARM SPRINGS AVENUE)	CONSTRUCT 4 LANES
MARSH BEND TRAIL	US 301 SOUTH TO C-468 (WARM SPRINGS AVENUE)	CONSTRUCT 2 LANES
MEGISSON	C-468 (WARM SPRINGS AVENUE) SOUTH TO THE LAKE COUNTY LINE	CONSTRUCT 4 LANES
MORSE BOULEVARD EXTENSION	C-468 SOUTH TO MEGISSON ROAD	CONSTRUCT 4 LANES
CORBIN TRAIL	C-468 (WARM SPRINGS AVENUE) SOUTH PARALLELING C-501 TO C-470	CONSTRUCT 4 LANES
UNNAMED ROAD A	C-470 SOUTH TO THE LAKE COUNTY LINE (TO CONNECT TO C-48)	CONSTRUCT 4 LANES
UNNAMED ROAD B	C-470 SOUTH TO SR 471	CONSTRUCT 4 LANES
UNNAMED ROAD C	C-470 SOUTH AND PARALLELING UNNAMED ROAD B TO SR 471	CONSTRUCT 4 LANES

Future County Regional Roadway Segments

ROAD	SEGMENT	IMPROVEMENT
C-501	NEW ROUNDABOUT SOUTH OF C-468 (WARM SPRINGS AVENUE) TO C-470	EXPAND TO 4 LANES
C-525E	CR 514 NORTH TO THE FUTURE I-75 INTERCHANGE	CONSTRUCT 4 LANES
C-525E	CR 514 TO US 301	CONSTRUCT 4 LANES
BUENA VISTA EXTENSION	EXTEND BUENA VISTA SOUTH FROM SR 44 TO MEGISSON ROAD.	CONSTRUCT 4 LANES

Future State Regional Roadway Segments

ROAD	SEGMENT	IMPROVEMENT
US 301	SR 44 TO C-470W	EXPAND TO 4 LANES
C-470	US 301 TO COUNTY LINE	EXPAND TO 4 LANES

EXHIBIT C – EXISTING DEBT SERVICE OBLIGATIONS

Debt Service	Original Amount
Citizens First – Bank Loan 2018	\$ 30,100,000
US Bank Series 2015B Bond	\$ 24,330,000
TD Bank Series 2015A Loan	\$ 28,602,982
Hancock Bank Series 2003	\$ 7,340,000
Banc of America Motorola Financing	\$ 11,939,641

Appendix B:

TIA for The Villages of Southern Oaks Sixth Comprehensive Plan Amendment (CPA) (November 2019)

MEMORANDUM

To: Martin L. Dzuro
The Villages

From: Richard Barr, AICP
Kimley-Horn and Associates, Inc.

Date: November 7, 2019

Subject: Sixth Amendment to The Villages of Southern Oaks
Comprehensive Plan Amendment Transportation Analysis

This memorandum is in support of the Sixth Amendment to The Villages of Southern Oaks Comprehensive Plan Amendment (CPA) in the City of Wildwood, Florida. The Villages of South Oaks Sixth Amendment area is composed of the following two properties:

- 4,132-acre agricultural-use (AG-10) property referred to as Landstone
- 8,354-acre agricultural-use (AGR) property referred to as Stuart Ranch

The Villages of Southern Oaks Sixth Amendment area along with the potential future roadway network is displayed on **Figure 1**. The Sixth Amendment includes the re-designation of these properties to an age-restricted development (ARD) land use category on the City's Future Land Use Map. The ARD category limits the land use to an age-restricted community like The Villages, uniquely characterized by mixed land uses, an abundance of on-site amenities and social/recreational opportunities, and superior travel connectivity for various travel modes throughout the community.

Land uses allowed under today's Future Land Use Map within The Villages of Southern Oaks Sixth Amendment area are as follows:

- Landstone: 413 residential dwelling units
- Stuart Ranch: 835 residential dwelling units

The Sixth Amendment proposes no new land use intensities in addition to what is currently approved for the Fifth Amendment to The Villages of Southern Oaks. The cumulative land use approved for the Fifth Amendment (and proposed for the Sixth Amendment) to The Villages of Southern Oaks are as follows:

- 60,449 residential dwelling units
- 1,529,000 square feet of office/governmental use
- 12,278,000 square feet of commercial use

As the Sixth Amendment does not increase land use intensities from what is currently approved for the Fifth Amendment to The Villages of Southern Oaks, no additional transportation impacts on the overall area roadway network are expected due to the Sixth Amendment.

The Villages is coordinating with the Florida Department of Transportation (FDOT) District Five to further study the capability of state facilities to accommodate additional traffic from The Villages in the long-term planning horizon and will continue such coordination with FDOT, Lake-Sumter MPO and others beyond this Sixth Amendment CPA submittal.

If you have any questions or need additional information, please feel free to contact me at 850-553-3500 or by email at richard.barr@kimley-horn.com.

Attachments:

Figure 1: The Villages of Southern Oaks Sixth Amendment Area Location Map

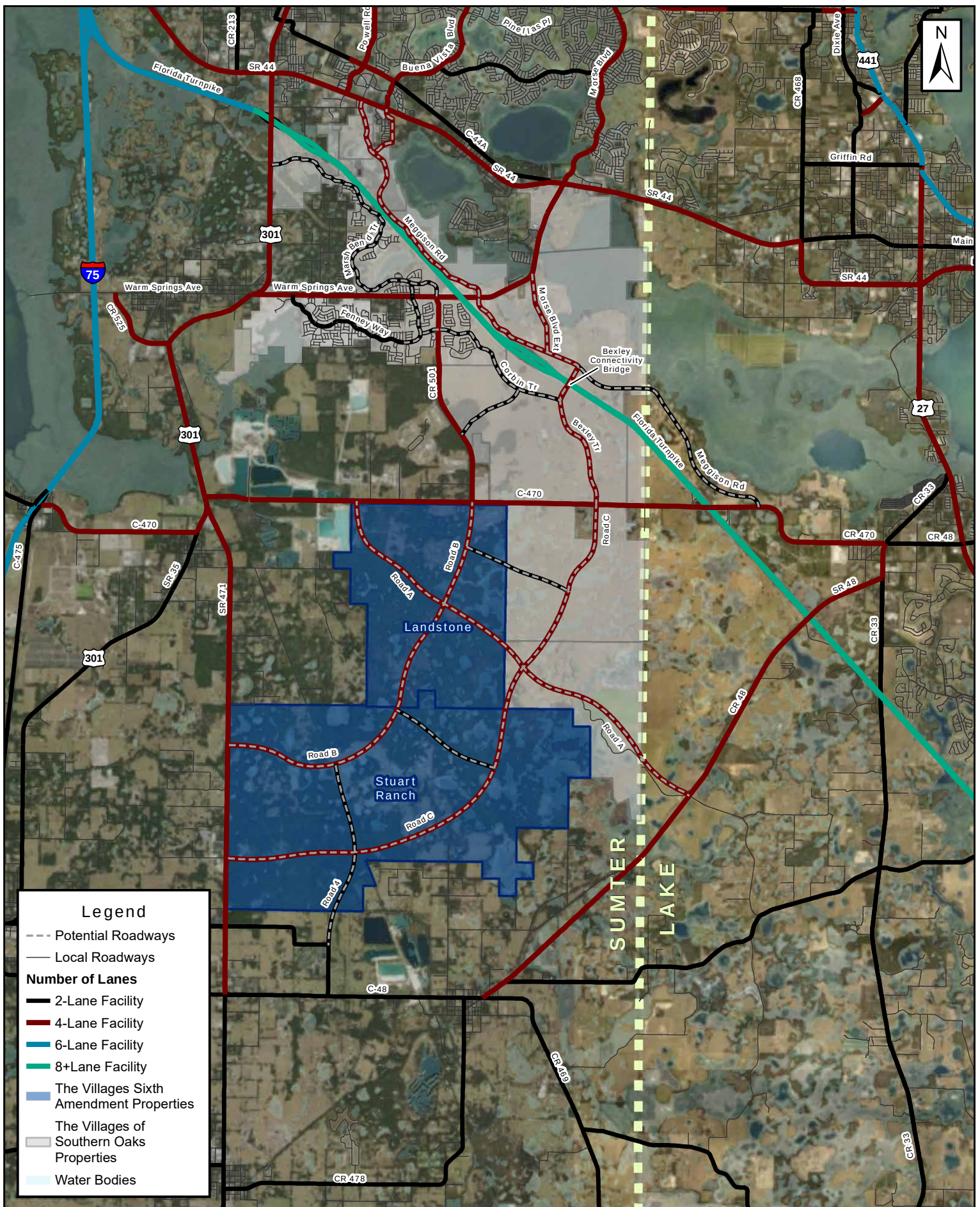


FIGURE 1: SIXTH AMENDMENT AREA LOCATION MAP

Appendix C: 2005 Origin-Destination Survey

Origin-Destination Survey Executive Summary

THE VILLAGES
2005 Origin-Destination Survey

Prepared for:

The Villages of Lake-Sumter, Inc.

Prepared by:

Kimley-Horn and Associates, Inc.

April 2005

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040380050

EXECUTIVE SUMMARY

This Executive Summary of the 2005 Villages Origin-Destination (O-D) Survey Report was prepared to document the various trip characteristics of The Villages residents. The Villages, which is located west of US 27/441 between Ocala and Leesburg, Florida, is a large-scale planned retirement community that is highly self-contained (see Map 1). The community layout includes centrally located non-residential land uses, and was designed so that residents would be able to obtain goods and services internally, thereby reducing external trips. Located internally and nearby the residential areas, The Villages' existing non-residential land uses include two Town Centers (offices, banks, small specialty shops, and restaurants), medical facilities, and shopping centers (grocery stores, drug stores, fast-food establishments, and other stores). In addition, there are a significant number of recreational facilities located throughout The Villages including swimming pools, golf courses, tennis facilities, and other various neighborhood and regional recreation facilities. In addition, many bicycle, pedestrian, and golf cart paths (transportation trails) meander through The Villages, offering alternative internal transportation mode choices to community residents. Use of these alternative modes reduces the number of internal auto trips generated.

As of January 2005, the residential portion of The Villages (non-vested development) is comprised of over 21,000 single family detached homes (with approximately 40,000 residents), in addition to the non-residential portion which is comprised of approximately 1,600,000 square feet of commercial and office floor area, a hospital, and 252 holes of golf.

The Villages' Development Order requires an annual traffic analysis to monitor the existing and future conditions on the roadway system in and around the Villages. The O-D Survey was implemented to obtain and understand the trip making characteristics of the Villages residents, and the results of the O-D Survey are instrumental in the annual traffic analysis of this unique development. The travel diary survey format was employed to collect the travel characteristics of The Villages residents and was administered on January 12, 2005.

SURVEY PURPOSE

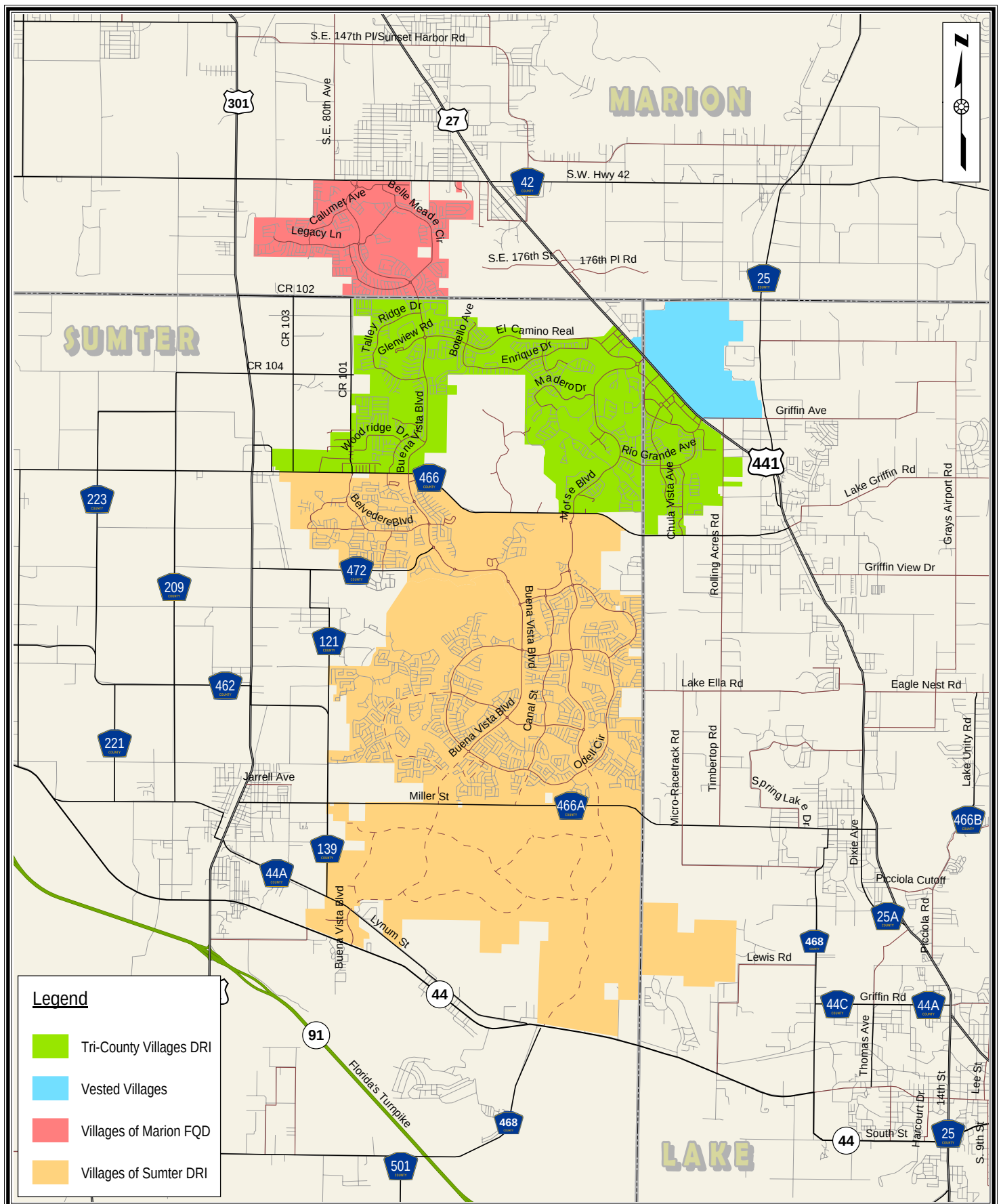
The main purpose of performing this survey was to monitor and update current trip characteristics and patterns reflected in the previous two O-D Surveys completed in 1999 and 2001. Many of the survey results are used as inputs in the annual monitoring traffic analysis for The Villages development.

RESULTS AND ANALYSIS

Survey Response Rate

A total of 1,544 surveys were distributed randomly to non-vested Villages residents. This distribution number was based on the response rate from previous surveys for the development, accounting for seasonal occupancy, and to be able to have 95% confidence in the results based on standard statistical procedures.

Of the 1,544 mailed surveys, 652 surveys were returned, 17 of which were unusable due to reporting errors, resulting in 635 usable surveys. 73 of the 1,544 mailed surveys were returned as undeliverable by the mail service. In most instances the surveys were returned because the resident had moved and no forwarding address was provided.



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The Villages

Map 1. The Villages Site Location Map

0 0.45 0.9 1.8 2.7 3.6 Miles

April 2005
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The 2005 O-D Survey also engaged in pre-mailings and two information sessions to prepare the respondents prior to the survey date of January 12, 2005. This was done to inform residents as to the importance of their response and the likely benefits of the survey to their community. In addition, there was a “help-line” established so that residents could call in with questions about the survey prior to and during the survey. As a result of these efforts, the survey resulted in a response rate of 44 percent, which was an increase in the response from previous O-D Surveys conducted at The Villages. A 44 percent response rate is considered to be high for a one day travel dairy type survey where no follow-up is possible.

Home-Based Trip Generation Rates

The Villages trip generation rates were measured from the results of the 2005 O-D Survey. The survey results reflect trips made by residents to residential and non-residential land uses. **Table 1** summarizes the results of the trip generation analysis.

Table 1 The Villages O-D Survey Trip Generation Rates By Mode	
Mode	Average Daily/PM Peak Hour Trip Rate per Household
Home-Based Trips Auto Only	4.03/0.31
Home-Based Trips Golf Cart Only	1.52/0.16
Home-Based Trips Auto/Golf Cart	5.55/0.47
Home-Based Trips All Modes	5.68/0.48

Internal/External

Trip internalization was also calculated for daily home-based trips, resulting in a measured rate of 74.8 percent of the auto and golf cart trips being internal to the community, while 25.2 percent of trips were external to the community. This compares to 68 percent and 70 percent of the daily home-based trips being internal to the community as a result of the 1999 and 2001 O-D Surveys.

Trip Purpose

Trip purpose was calculated for home-based trips resulting in the percentages of trips by purpose during the p.m. peak hour. **Table 2** summarizes the results of the trip purpose analysis.

Table 2 The Villages O-D Survey Home-Based Trips By Purpose During The PM Peak Hour	
Purpose	Percentage
Work	3.0%
Shopping	56.6%
Medical Office	7.6%
Social/Rec	13.6%
Golf	13.9%
Other	5.3%
Total	100.0%

Mode Choice

The 2005 Villages O-D Survey also collected data for the type of transportation (mode-choice) used for home-based trips by The Villages residents during the p.m. peak hour. The survey responses included auto, golf cart, bus/public transit, walking, bike, and other modes (such as horse and motorbike). **Table 3** summarizes the results of the mode choice analysis.

Table 3 The Villages O-D Survey Home-Based Trips by Mode During The PM Peak Hour	
Mode	Percentage
Auto	63.9%
Golf Cart	33.4%
Other Modes	2.7%
Total	100%

CONCLUSION

The results of the 2005 Villages O-D Survey illustrate the unique travel characteristics of residents of The Villages community. Currently, The Villages is surrounded by a mixture of undeveloped and developing areas. Other than the development in and around The Villages, significant attractions for residents in these areas are located as much as ten to twenty miles away. The new development taking place in the area surrounding The Villages is creating more and new attractions closer to The Villages development. It is expected that as The Villages continues with commercial development as well as the development of other on-site amenities the percentage of external trips may be reduced as the percentage of internal trips increases. This increase in internalization is clear when a comparison of the 2005 survey results is made with the 1999 and 2001 survey results as the Villages developed additional on-site opportunities for the residents.

The survey data showed that residents of The Villages currently generate 5.55 daily home-based trips per household. This rate includes both auto and golf cart trips. Of these trips, 74.8 percent are internal trips within The Villages and are a result of the mixed-use development patterns, abundant on-site amenities, and convenient transportation system throughout the community that accommodates a wide variety of travel modes. The high internalization of trips is also associated with the characteristics of the retirement population.

The results of this survey suggest that the residential trip-making characteristics of The Villages residents are very different from other residential land use categories reported in ITE's *Trip Generation* and other typical developments in Florida that are required to perform traffic impact analyses. It is concluded that these survey results are reasonable for this particular community. It is also concluded that the results are applicable for calculating residential trip generation, purpose, mode choice, and trip internalization in future studies.

Appendix D: 2008 Origin-Destination Survey

Origin-Destination Survey Executive Summary

2008 Non-Residential Travel Characteristics

The Villages, Florida

Prepared for:
The Villages of Lake-Sumter, Inc.

Prepared by:
Kimley-Horn and Associates, Inc.

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April 2008
040380058

Executive Summary

Introduction

This Executive Summary documents travel characteristics of The Villages non-residential uses collected from the 2008 non-residential Origin-Destination (O-D) survey. The Villages, a large-scale retirement planned community is located in Lake, Sumter, and Marion Counties between Ocala and Leesburg, Florida.

As of February 2008, the residential portion of The Villages (non-vested development west and south of US 27/441) is comprised of over 30,000 single-family detached homes with over 60,000 residents. The non-residential uses include approximately 2,700,000 square feet of commercial and office floor area, a hospital, and 405 holes of golf.

Survey Purpose

The study of non-residential trip characteristics inside The Villages will produce valuable data that will help expand the base of existing information on non-residential travel patterns in the area. This information will be used to facilitate the trip distribution and assignment of non-residential trips to impacted roadway facilities in the study area. Furthermore, the results of the study will provide insight on the driving behavior of users of the system and additional input in identifying and planning for infrastructure investments required to maintain the adopted level of service (LOS) for study area roadway facilities. The results will be used in future traffic studies for The Villages.

Overall Results

Data Collection

During the week of January 7, 2008 for the PM peak period, 3,342 intercept surveys were randomly attempted at seven non-residential locations. A minimum of 1,537 completed surveys were needed to be able to have a minimum of 95% confidence in the results based on standard statistical procedures.

Of the 3,342 intercept surveys attempted, 2,603 surveys were successfully completed resulting in a completion rate of approximately 78 percent while 739 potential interviewees declined to participate. Although care was taken to minimize errors in the collection of the survey information, 277 of the surveys were unusable due to recording errors or incomplete surveys, resulting in 2,326 usable surveys (or approximately 90 percent of the completed surveys). Due to the significant number of usable surveys, it can be concluded with 95% confidence that the following trip characteristics presented in the next section represent the true behavior of the population with an error bound of +/- 2.5%.

Internal/External

The weighted trip internalization for all mode of transportation during the PM peak period was measured at 75.4 percent. This compares to 74.8 percent of the residential home-based trips being internal as measured through the 2005 residential O-D Survey. The raw survey results were weighted according to trip generation (PM peak hour per the Institute of Transportation Engineers (ITE) *Trip Generation*) by area surveyed. This was done to make sure that the number of surveys collected by survey area were consistent with the number of trips generated by survey area. The internal/external split for the raw survey data was 74.6 percent internal and 25.4 percent external.



Trip Purpose

Home based shopping trips made up 69.2 percent of all trips. Home based work, home based social recreation, and home based other made up 5.5 percent, 8.9 percent, and 4.3 percent of the trips respectively. Non-home based trips were 11.8 percent of total trips, while 0.3 percent of all trips originating in The Villages irrespective of purpose had a destination outside of the region.

Mode Choice

Automobiles were used for 78.8 percent of all trips. Golf carts, walk, bike, and transit trips made up 19.1 percent, 1.6 percent, 0.4 percent, and 0.1 percent respectively.

Trip Length (by percentile)

The data suggest that 10 percent of the trips were no more than 0.6 miles, whereas 25 percent were less than or equal to 1.2 miles. The median trip length was 3.1 miles. 75 percent of the trips were no longer than 5.4 miles and 90 percent of all trips taken were less than or equal to 8.4 miles.

Auto Only Analysis

Internal/External

The weighted trip internalization for automobile trips during the PM peak period was 69.7 percent while 30.3 percent of the trips were external to the community. The internal/external split for the raw survey data was 68.9 percent internal and 31.1 percent external.

Trip Purpose

Table 1 summarizes trip purpose results for trips made using automobiles as the mode.

Table 1 The Villages Non-Residential Origin-Destination Survey Trip Purpose (auto only)						
Site Location	Home Based Shopping	Home Based Work	Home Based Social	Home Based Other	Non-Home Based	Internal to External*
Mulberry Grove	81.5%	7.4%	0.0%	4.6%	6.5%	0.0%
Lake Sumter Landing	55.9%	5.1%	21.1%	6.9%	11.0%	1.0%
Buffalo Ridge/Southern Trace	78.0%	6.8%	1.0%	5.5%	8.7%	0.0%
Rolling Acres	76.7%	2.4%	0.0%	0.0%	20.9%	0.0%
Village Center/La Plaza Grande	79.8%	7.2%	5.1%	0.3%	7.6%	0.0%
Spanish Plaines	52.5%	10.8%	10.3%	9.4%	17.0%	0.0%
Spanish Springs	55.7%	4.9%	24.6%	0.0%	14.8%	2.5%
Overall	68.6%	6.4%	8.6%	4.4%	11.6%	0.4%

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*Internal to external represents trips external to the FDOT

District 5 transportation model counties within District 5.

Trip Length

Table 2 shows the trip length of automobile trips by percentile.

Table 2 The Villages Non-Residential Origin-Destination Survey Trip Length Characteristics by Subarea (Auto Only)					
	Percentile				
Subarea	10%	25%	50%	75%	90%
Buffalo Ridge/Southern Trace	0.8	1.5	4.2	6.4	14.3
Mulberry Grove	0.7	0.9	2.0	5.1	11.7
Village Center/La Plaza Grande	0.4	0.8	2.8	5.2	7.2
Spanish Plaines	1.0	1.5	2.8	5.6	17.5
Spanish Springs	0.4	1.1	4.7	6.2	11.3
Rolling Acres	0.5	1.7	4.8	7.0	12.7
Lake Sumter Landing	1.0	2.0	4.0	5.5	11.9
Overall	0.7	1.5	3.9	6.0	11.4

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Conclusion

The Villages internal capture rate for non-residential trips is 75.4 percent for all modes of transportation and 69.7 percent for automobiles only. These percentages reflect the characteristics of a retirement population that is provided with mixed-use development patterns and abundant on-site amenities. It is concluded that these survey results are reasonable for this particular community. It is also concluded that the results are applicable for calculating non-residential trip purpose, mode choice, trip length, and trip internalization in future transportation modeling and traffic studies for The Villages.

Appendix E: Background Growth Rate Determination

Table E1: Background Growth Rate Determination (2040)

Roadway							Daily Model Bkgd		Annual Growth Rates			
From	To	2015	2016	2017	2018	2019	2017	2040	5-Year Trend	Model Growth	BEBR Medium	Rate Used
<u>WARM SPRINGS AV / CR 468</u>												
US 301 / SR 35	CR 513	3,052	3,146	6,732	6,884	10,393	3,954	7,476	35.84%	3.87%	1.48%	3.87%
CR 513	FENNEY WAY	2,359	2,703	5,143	9,663	9,844	4,181	4,911	42.93%	0.76%	1.48%	1.48%
FENNEY WAY	CR 501	2,359	2,703	5,143	9,663	9,844	3,539	4,831	42.93%	1.59%	1.48%	1.59%
CR 501	SR 91 / FLORIDA TURNPIKE	3,119	3,587	5,971	8,991	10,996	5,215	6,116	37.03%	0.75%	1.48%	1.48%
SR 91 / FLORIDA TURNPIKE	MEGGISON RD EXTENSION	4,401	4,638	6,976	9,999	13,344	5,215	6,194	31.96%	0.82%	1.48%	1.48%
MEGGISON RD EXTENSION	NORTH CARTER ACCESS	4,401	4,638	6,976	9,999	13,344	5,215	3,996	31.96%	-1.02%	1.48%	1.48%
NORTH CARTER ACCESS	SANDALWOOD DR	4,401	4,638	6,976	9,999	13,344	5,283	7,770	31.96%	2.05%	1.48%	2.05%
SANDALWOOD DR	SR 44	4,401	4,638	6,976	9,999	13,344	5,182	7,770	31.96%	2.17%	1.48%	2.17%
<u>MORSE BLVD</u>												
C-466A	SR 44	14,669	8,521	16,983	16,677	16,307	9,332	11,990	2.68%	1.24%	1.48%	1.48%
<u>CR 501</u>												
WARM SPRINGS AV	BIGHAM NORTH ACCESS	2,612	3,021	4,070	5,444	6,291	1,668	1,308	24.58%	-0.94%	1.48%	1.48%
BIGHAM NORTH ACCESS	BIGHAM SOUTH ACCESS	2,612	3,021	4,070	5,444	6,291	2,310	1,462	24.58%	-1.60%	1.48%	1.48%
BIGHAM SOUTH ACCESS	CR 500	2,612	3,021	4,070	5,444	6,291	2,310	1,462	24.58%	-1.60%	1.48%	1.48%
CR 500	C-470E	2,581					2,310	1,871		-0.83%	1.48%	1.48%
<u>CR 470</u>												
US 301 / SR 35	NE 50TH WAY	6,515	7,597	7,740			10,021	11,625	4.40%	0.70%	1.48%	1.48%
NE 50TH WAY	CR 501	6,630	7,987	9,966	10,217	9,939	10,568	10,373	10.65%	-0.08%	1.48%	1.48%
CR 501	LAKE COUNTY LINE	6,856	7,905	10,521	9,837	10,669	9,577	12,439	11.69%	1.30%	1.48%	1.48%
<u>CR 48</u>												
C-476	CR 567	6,243	7,403	7,189	6,475	7,150	15,348	12,825	3.45%	-0.71%	1.48%	1.48%
CR 567	CR 569 / NORTH AV	5,944	5,412	6,084	5,709	6,051	15,846	13,154	0.45%	-0.74%	1.48%	1.48%
CR 569 / NORTH AV	LAKE COUNTY LINE	5,056	5,372	5,965			15,812	14,494	-100.00%	-0.36%	1.48%	1.48%
<u>C-476</u>												
C-476A / JASPER ST	SR 471	2,105	2,143	2,595			4,611	1,884	-100.00%	-2.57%	1.48%	1.48%
<u>MEGGISON RD EXTENSION</u>												
SR 44	CR 468							4,327				
CR 468	TURNPIKE OVERPASS							6,491				
TURNPIKE OVERPASS	C-470							5,154				
<u>MORSE BLVD EXTENSION</u>												
WARM SPRINGS AV	MEGGISON RD							4,132				
<u>MARSH BEND TRL</u>												
US 301	CORBIN TRL							63				
CORBIN TRL	CR 501							63				
<u>FENNEY WAY</u>												
WARM SPRINGS AV	CORBIN TRL							0				
<u>CORBIN TRL</u>												
MARSH BEND TRL	WARM SPRINGS AV							0				
WARM SPRINGS AV	FENNEY WAY							80				
FENNEY WAY	CR 501							571				
CR 501	ROAD C							417				
<u>BEXLEY CONNECTIVITY BRIDGE (TURNPIKE OVERPASS)</u>												
MEGGISON RD	CORBIN TRL							2,523				
<u>BEXLEY TRL</u>												
BEXLEY CONNECTIVITY BRIDGE C-470								2,178				
<u>ROAD A</u>												
C-470	ROAD B							1,810				
ROAD B	ROAD C							2,293				
ROAD C	CR 48							4,329				
<u>ROAD B</u>												
C-470	ROAD A							619				
ROAD A	ROAD 3							135				
ROAD 3	ROAD 4							135				
ROAD 4	SR 471							12				
<u>ROAD C</u>												
C-470	ROAD 2							1,913				
ROAD 2	ROAD A							1,913				
ROAD A	ROAD 3							3,223				
ROAD 3	ROAD 4							3,223				
ROAD 4	SR 471							2,900				
<u>ROAD D</u>												
C-470	ROAD A							0				

Table E2: BEBR Growth Rates

County	BEBR Pop Estimate Apr 1, 2017	BEBR Population Projections (April 1)					Medium Rate 2040
		Range	2025	2045	2025	2045	
Lake	331,724	Low	354,500	405,600	0.76%	0.77%	1.90%
		Medium	392,900	509,600	2.05%	1.85%	
		High	426,500	624,200	3.17%	3.04%	
Marion	349,267	Low	355,100	374,700	0.19%	0.25%	1.06%
		Medium	386,100	452,900	1.17%	1.02%	
		High	415,000	545,900	2.09%	1.94%	
Sumter	120,700	Low	138,100	169,400	1.60%	1.39%	3.28%
		Medium	158,900	232,600	3.52%	3.20%	
		High	176,400	301,000	5.13%	5.15%	

Average BEBR Medium Annual Growth Rate for Study Area (Lake, Marion)¹ = 1.48%

¹Sumter County growth, being highly dependent on Villages growth, was excluded in determining background growth rate for the study area.

EXHIBIT 7

UTILITY FRANCHISE AGREEMENT

ORDINANCE NO. O2022-43

AN ORDINANCE OF THE CITY OF WILDWOOD FLORIDA; AMENDING AND RESTATING ORDINANCE NO. O2017-23, ORDINANCE NO. O2019-55 AND ORDINANCE O2020-14; PROVIDING A SHORT TITLE; PROVIDING FINDINGS AND INTENT; GRANTING CERTAIN NON-EXCLUSIVE FRANCHISES TO SOUTH SUMTER UTILITY COMPANY, LLC, SOUTHEAST WILDWOOD WATER CONSERVATION AUTHORITY, LLC, SOUTH SUMTER ELECTRIC COMPANY, LLC, SOUTH SUMTER GAS COMPANY, LLC, MIDDLETON UTILITY COMPANY, LLC, MIDDLETON WATER CONSERVATION AUTHORITY, LLC, GIBSON PLACE UTILITY COMPANY, LLC, AND GIBSON PLACE WATER CONSERVATION AUTHORITY, LLC, THEIR SUCCESSORS AND ASSIGNS (EACH A FRANCHISEE, AND SOMETIMES COLLECTIVELY REFERRED TO HEREIN AS THE "FRANCHISEES"); A FRANCHISE FOR A PERIOD OF THIRTY (30) YEARS FROM THE ADOPTION OF THIS ORDINANCE TO CONSTRUCT, OWN, OPERATE AND MAINTAIN CERTAIN SERVICES AND FACILITIES TO SERVE AREAS WITHIN AND ADJACENT TO THE VILLAGES AGE RESTRICTED DEVELOPMENT; SETTING FORTH THE TERMS AND CONDITIONS UNDER WHICH SUCH FRANCHISES SHALL OPERATE; AMENDING THE FRANCHISE TERRITORY; AMENDING NOTICE PROVISIONS; PROVIDING FOR CONFLICT AND SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. SHORT TITLE. This Ordinance shall be known and may be cited as the "Second Amended and Restated Villages ARD Franchisees Ordinance."

SECTION 2. FINDINGS AND INTENT. The City Commission makes the following findings and intent:

(1) The City of Wildwood, Florida (hereafter "City") exercises control over all publicly dedicated rights-of-way, streets, alleys, bridges, easements, and other public places located within the limits of the City.

(2) Affiliates of the Franchisees are the Owners of that certain real property located in the City of Wildwood being more particularly described on **Exhibit "A"** attached hereto and incorporated herein (the "Property").

(3) Affiliates of Franchisees will develop the Property in accordance with its zoning and land use approvals for a large-scale active adult community (the "Villages ARD Planned Development").

(4) The Property is currently located within the City's exclusive water, wastewater, and reclaimed water service area.

(5) The City's reclaimed water service is not currently available to the Property.

(6) The City Commission has considered a request submitted by the proposed Franchisees, which are South Sumter Utility Company, LLC, Southeast Wildwood Water Conservation Authority, LLC, South Sumter Electric Company, LLC, South Sumter Gas Company, LLC, Middleton Utility Company, LLC, Middleton Water Conservation Authority, LLC, Gibson Place Utility Company, LLC, and Gibson Place Water Conservation Authority, LLC, to provide potable water and wastewater services, irrigation services with irrigation water, as well as electric and natural gas services to serve the Property.

(7) The aforesaid rights-of-way to be used by the Franchisees are valuable public properties to be dedicated to City by Owners and maintained by the City at great expense to the City's taxpayers, and the right to use said rights-of-way is a valuable property right to the Franchisees.

(8) The City desires to ensure that the aforesaid rights-of-way used by the Franchisees are promptly restored to a safe and secure condition to protect the health, safety and welfare of the citizens and residents of the City.

(9) State statutes, City ordinances, and the City Charter authorize the City to grant non-exclusive franchises for the purposes set forth herein.

(10) The City Commission amended certain terms of the Franchise granted to the South Sumter Utility Company, LLC pursuant to Ordinance O2017-23 and O2019-55.

(11) Further, the City terminated the Wholesale Potable Water and Wastewater Agreement entered into on September 14, 2017 as recorded in the Official Records Book 3276, Page 117, Public Records of Sumter County, Florida, through a territory and emergency services agreement.

(12) Pursuant to the termination of the Wholesale Potable Water and Wastewater Agreement, the City terminated the Grant of Easement as recorded in Official Record Book 3429, Page 375, Public Records of Sumter County, Florida.

(13) It is the further intent of the City Commission that as additional Villages ARD Planned Development property is added to the Property, the City will approve further

amendments to Ordinance O2017-23 and Ordinance O2019-55 expanding the boundary as it did in Ordinance O2020-14.

(14) After due deliberation and full consideration, the City Commission has determined to amend and restate Ordinance No. O2019-55 which granted a franchise to South Sumter Utility Company, LLC, Southeast Wildwood Water Conservation Authority, LLC, South Sumter Electric Company, LLC, and South Sumter Gas Company, LLC, to provide such services, subject to the terms and conditions set forth below.

SECTION 3. DEFINITIONS. For the purposes of this Ordinance, the following terms shall have the meaning given herein:

(a) The term "City" shall mean the City of Wildwood, Florida.

(b) The term "Customers" shall mean and include any and all organizations, firms, entities, or persons who may desire or require Franchisees' services for land located within the Franchise territory.

(c) The term "Franchisees" shall mean South Sumter Utility Company, LLC, a Florida limited liability company, Southeast Wildwood Water Conservation Authority, LLC, a Florida limited liability company, South Sumter Electric Company, LLC, a Florida limited liability company, South Sumter Gas Company, LLC, a Florida limited liability company, Middleton Utility Company, LLC, a Delaware limited liability company, Middleton Water Conservation Authority, LLC, a Delaware limited liability company, Gibson Place Utility Company, LLC, a Florida limited liability company and Gibson Place Water Conservation Authority, LLC, a Florida limited liability company. Franchisees shall also include any entity that is assigned the franchise rights of any Franchisee, in accordance with this Ordinance.

(d) The term "Franchise" or "Franchise Agreement" shall mean this Villages ARD Franchisees Ordinance and Agreement, as passed and adopted by the City and accepted by each Franchisee.

(e) The term "Franchise Territory" shall mean the following: (i) the area of the City more particularly described in **Exhibit "A"** attached hereto and incorporated herein, which area includes the Property and certain public right-of-way located adjacent to the Property; (ii) any and all streets, alleys, public ways or easements, and public property or places that may now or hereafter exist within the area of the City; and (iii) any other property that may be approved by the City from time to time for development as part of the Villages ARD Planned Development, provided such additional property must be added as an amendment to this franchise by ordinance, less and except that portion of the City lying within the Brownwood community.

(f) The term "Operating Revenues" for each Franchisee shall mean all user fees collected by Franchisees from the sale of such services provided by that Franchisee to Customers within and throughout the Franchise Territory. Operating Revenues shall not include Customer deposits, meter fees, fees or improvements received as

contributions-in-aid-of-construction, sales taxes, municipal public service taxes, franchise fees, or other non-user fees or charges derived from the operation of the services of such Franchisee.

(g) The term "Systems" shall have the meaning as herein defined in Section 5.

SECTION 4. AUTHORITY. This Ordinance is being adopted pursuant to the City's Charter, relevant special acts, and Chapter 166, Florida Statutes (2021).

SECTION 5. GRANT OF AUTHORITY. There is hereby granted by the City to each Franchisee the non-exclusive right, privilege, and franchise to erect, construct, operate, and maintain the Systems and related facilities, including but not limited to pump, stations, wells, mains, pipes, supply pipes, conduits, ducts, service connections, manholes, control devices, and any other hardware or other appurtenances used as a means of producing, treating, conveying distributing, or selling certain services authorized by this Ordinance in Section 7 to any person or entity to be supplied by each Franchisee within the Franchise Territory and to sell and distribute such services to Customers within and throughout the Franchise Territory (hereinafter collectively referred to as "Systems"). The foregoing rights granted to each Franchisee shall be non-exclusive, but the City agrees, as part of the consideration for the granting of the purchase option set forth in this Franchise, to refrain from granting a similar franchise within the Franchise Territory to any other private, non-governmental entity or person at any time during the period of this Franchise, except for pre-existing franchises. The Franchisees each acknowledge that the City currently has Franchise Agreements with TECO (Ordinance No. O2009-13) dated August 9, 2009, Duke Energy (Ordinance No. 289) dated May 13, 1996, SECO (Ordinance No. O2020-68) dated November 9, 2020, Wildwood Utility Dependent District (Ordinance No. 02021-45) dated August, 23, 2021, and The City of Leesburg, Florida (Ordinance Nos. O2018-14 and O2020-31) dated February 26, 2018 and July 27, 2020, respectively. To the extent that any or all of these Franchise Agreement conflict with or supersede any Franchisee's rights under this Franchise Agreement, no Franchisee shall interfere with or challenge the prior rights of TECO, Duke Energy, SECO, Wildwood Utility Dependent District and/or the City of Leesburg, Florida.

SECTION 6. NATURE OF FRANCHISE; POWERS RETAINED BY CITY. Once this Villages ARD Franchisees Ordinance becomes final, it shall be deemed both a contract with each Franchisee and a legislative act as provided under Florida law. Each Franchise is subject to all franchises and permits heretofore granted by the City Commission to use the streets, alleys, lanes, and public places of the City by public utility or public service corporations. It is not intended by the grant of this Franchise to abridge the exercise of the police power of the City. The grant of these Franchises is subject to all ordinances and resolution of the City Commission as the same now exist or may be hereafter amended, revised or modified to the extent no inconsistent with the terms of this Franchise. Each Franchisee shall at all times continue to be subject to all applicable public service taxes (Section 166.231, Florida Statutes), ad valorem taxes (Section 166.211, Florida Statutes), and such other applicable taxes, charges or fess as may be

lawfully authorized by the Florida Constitution, the general or special laws of the State of Florida, the provisions of the Municipal Home Rule Powers Act (Chapter 166, Florida Statutes), or the ordinances of the City, subject to the provisions of Section 5 and to the extent that such ordinances are not preempted, as a matter of law, by federal or state law. Each Franchisee shall, at all time, during the life of these Franchises, be subject to all lawful exercises of police power by the City, and to such reasonable laws, rules, and regulation as the City shall hereafter, by resolution or ordinance provide, including, but not limited to, any ordinances pertaining to excavation, reconstruction, and development requirements and standards.

SECTION 7. GRANT OF FRANCHISES.

(a) **Franchise Granted to South Sumter Utility Company, LLC.** The Franchise being granted to South Sumter Utility Company, LLC is to construct, operate and maintain a Potable Water Distribution System and a Wastewater Collection, Treatment and Disposal System, pursuant to the provisions of Section 5 above.

For the Water System, Franchisee is authorized to:

- (1) Provide water treatment facilities for the production and treatment of potable water for domestic, commercial and industrial purposes in accordance with applicable regulatory standards.
- (2) Provide potable water distribution lines and related facilities.

For the Wastewater System, the Franchisee is authorized to:

- (1) Provide wastewater treatment facilities for the treatment of domestic, commercial and industrial wastewater in accordance with applicable regulatory standards;
- (2) Provide wastewater collection lines and related facilities for the collection and transmission of wastewater to the wastewater treatment facilities;

Operation and maintenance costs of the water and wastewater systems shall be the sole responsibility of Franchisee and are considered applicable costs to be included in rates, fees and charges of the Franchisee, along with cost for construction of said facilities in addition to other costs generally accepted in the computation of rates, fees and charges for Investor Owned Utilities.

In addition to the Franchisee Fee provided herein, South Sumter Utility Company, LLC agrees to pay Pilot Fees at the same time and manner as the Franchise Fees provided for herein. The Pilot Fee shall be calculated on a per ERC basis and charged at the time each ERC commences utilizing the service of the wastewater system. The fee initially shall be an estimate of the Average Depreciation Value of the capital facilities of the wastewater system which equals the estimated initial cost of construction plus depreciable value at the end of the franchise term divided by two; divided by the total number of ERC to be served by

said capital facilities; times the City's current millage rate; divided by 12 months. The initial Pilot Fee is \$0.85 per ERC per month. The Pilot Fee may be reviewed and adjusted in five (5) year increments during the term of this franchise.

(b) **Franchise Granted to Southeast Wildwood Water Conservation Authority, LLC.** For Wastewater disposal, the Franchisee will utilize treated effluent to the greatest degree possible as Irrigation Water, along with supplemental water sources as provided for herein. The responsibility for operating and maintaining the Irrigation System for disposal of wastewater effluent shall be the responsibility of Southeast Wildwood Water Conservation Authority, LLC (SEWWCA), which is granted the franchise, pursuant to the terms of this Ordinance.

Irrigation System shall mean all improvements, facilities and systems used or useful to serve the Franchise Territory with Irrigation Water. The source of such Irrigation Water may be derived from stormwater, irrigation wells permitted by the applicable water management district, other non-potable sources of water, or any combination thereof.

(c) **Franchise Granted to South Sumter Electric Company, LLC.** For electric power distribution and related facilities, South Sumter Electric Company, LLC is granted the franchise pursuant to the provisions of this Ordinance. The Franchisee shall be responsible for constructing, operating and maintaining the facilities in accordance with Section 5. The Franchisee shall pay to the City a franchise fee as provided in this Ordinance.

(d) **Franchise Granted to South Sumter Gas Company, LLC.** For natural gas distribution and related facilities, South Sumter Gas Company, LLC is granted the franchise pursuant to the provisions of this Ordinance. The Franchisee shall be responsible for constructing, operating and maintaining the facilities in accordance with Section 5. The Franchisee shall pay to the City a franchise fee as provided in this Ordinance.

(e) **Franchise Granted to Middleton Utility Company, LLC.** The Franchise being granted to Middleton Utility Company, LLC is to construct, operate and maintain a Potable Water Distribution System and a Wastewater Collection, Treatment and Disposal System, pursuant to the provisions of Section 5 above.

For the Water System, Franchisee is authorized to:

- (1) Provide water treatment facilities for the production and treatment of potable water for domestic, commercial and industrial purposes in accordance with applicable regulatory standards.
- (2) Provide potable water distribution lines and related facilities.

For the Wastewater System, the Franchisee is authorized to:

(1) Provide wastewater treatment facilities for the treatment of domestic, commercial and industrial wastewater in accordance with applicable regulatory standards;

(2) Provide wastewater collection lines and related facilities for the collection and transmission of wastewater to the wastewater treatment facilities;

Operation and maintenance costs of the water and wastewater systems shall be the sole responsibility of Franchisee and are considered applicable costs to be included in rates, fees and charges of the Franchisee, along with cost for construction of said facilities in addition to other costs generally accepted in the computation of rates, fees and charges for Investor Owned Utilities.

In addition to the Franchisee Fee provided herein, Middleton Utility Company, LLC agrees to pay Pilot Fees at the same time and manner as the Franchise Fees provided for herein. The Pilot Fee shall be calculated on a per ERC basis and charged at the time each ERC commences utilizing the service of the wastewater system. The fee initially shall be an estimate of the Average Depreciation Value of the capital facilities of the wastewater system which equals the estimated initial cost of construction plus depreciable value at the end of the franchise term divided by two; divided by the total number of ERC to be served by said capital facilities; times the City's current millage rate; divided by 12 months. The initial Pilot Fee is \$0.85 per ERC per month. The Pilot Fee may be reviewed and adjusted in five (5) year increments during the term of this franchise

(f) **Franchise Granted to Middleton Water Conservation Authority, LLC.** For Wastewater disposal, the Franchisee will utilize treated effluent to the greatest degree possible as Irrigation Water, along with supplemental water sources as provided for herein. The responsibility for operating and maintaining the Irrigation System for disposal of wastewater effluent shall be the responsibility of Middleton Water Conservation Authority, LLC, which is granted the franchise, pursuant to the terms of this Ordinance

Irrigation System shall mean all improvements, facilities and systems used or useful to serve the Franchise Territory with Irrigation Water. The source of such Irrigation Water may be derived from stormwater, irrigation wells permitted by the applicable water management district, other non-potable sources of water, or any combination thereof.

(g) **Franchise Granted to Gibson Place Utility Company, LLC.** The Franchise being granted to Gibson Place Utility Company, LLC is to construct, operate and maintain a Potable Water Distribution System and a Wastewater Collection, Treatment and Disposal System, pursuant to the provisions of Section 5 above.

For the Water System, Franchisee is authorized to:

(1) Provide water treatment facilities for the production and treatment of potable water for domestic, commercial and industrial purposes in accordance with applicable regulatory standards.

- (2) Provide potable water distribution lines and related facilities.

For the Wastewater System, the Franchisee is authorized to:

- (1) Provide wastewater treatment facilities for the treatment of domestic, commercial and industrial wastewater in accordance with applicable regulatory standards;
- (2) Provide wastewater collection lines and related facilities for the collection and transmission of wastewater to the wastewater treatment facilities;

Operation and maintenance costs of the water and wastewater systems shall be the sole responsibility of Franchisee and are considered applicable costs to be included in rates, fees and charges of the Franchisee, along with cost for construction of said facilities in addition to other costs generally accepted in the computation of rates, fees and charges for Investor Owned Utilities.

In addition to the Franchisee Fee provided herein, Gibson Place Utility Company, LLC agrees to pay Pilot Fees at the same time and manner as the Franchise Fees provided for herein. The Pilot Fee shall be calculated on a per ERC basis and charged at the time each ERC commences utilizing the service of the wastewater system. The fee initially shall be an estimate of the Average Depreciation Value of the capital facilities of the wastewater system which equals the estimated initial cost of construction plus depreciable value at the end of the franchise term divided by two; divided by the total number of ERC to be served by said capital facilities; times the City's current millage rate; divided by 12 months. The initial Pilot Fee is \$0.85 per ERC per month. The Pilot Fee may be reviewed and adjusted in five (5) year increments during the term of this franchise.

(h) **Franchise Granted to Gibson Place Water Conservation Authority, LLC.** For Wastewater disposal, the Franchisee will utilize treated effluent to the greatest degree possible as Irrigation Water, along with supplemental water sources as provided for herein. The responsibility for operating and maintaining the Irrigation System for disposal of wastewater effluent shall be the responsibility of Middleton Water Conservation Authority, LLC, which is granted the franchise, pursuant to the terms of this Ordinance.

Irrigation System shall mean all improvements, facilities and systems used or useful to serve the Franchise Territory with Irrigation Water. The source of such Irrigation Water may be derived from stormwater, irrigation wells permitted by the applicable water management district, other non-potable sources of water, or any combination thereof.

SECTION 8. INDEMNIFICATION; INSURANCE.

(a) Each Franchisee or its subcontractors shall indemnify and hold harmless the City, its agents, elected or appointed officials, officers and employees from any and all liability, claims, demands, damages, expenses, fees, penalties, suits, proceedings, actions and cost of actions (including attorneys' fees and costs at trial and on appeal), of

any kind or nature, arising or growing out of, or any way connected with the exercise by Franchisees of its rights contained herein.

(b) Each Franchisee or its subcontractors shall procure and maintain, for the duration of this Franchise, insurance of the types and limits specified below:

(1) Comprehensive General Liability - bodily injury and property damage coverage shall be for not less than \$1,000,000.00 per occurrence and not less than \$1,000,000.00 in the aggregate. The City shall be named as an additional insured on the policy.

(2) Business Automobile Liability - business automobile liability coverage shall be in a combined single limit of not less than \$500,000.00 per occurrence. The City shall be named as an additional insured on the policy.

(3) The City Commission for the City of Wildwood shall have the right to reassess and adjust the required amount of liability insurance required under this Section every five (5) years, if necessary. In so doing, the City Commission shall take into consideration all relevant factors, including, but not limited to, the rate of inflation, changes in law, and information related to risk assessment for the City. Whenever the City Commission exercises its right to reassess the amount of liability insurance required, the Franchisees shall have the right to present any information that they deem relevant to the City Commission's determination regarding the same.

SECTION 9. SERVICE STANDARDS. Franchisees shall maintain and operate its Systems and facilities and render efficient service in accordance with the rules and regulations as are, or may be, set forth by the City and/or other agency and/or entity with jurisdiction to regulate and/or promulgate rules regarding Franchisees' operations.

SECTION 10. PAYMENTS TO THE CITY.

(a) In consideration for the granting of each Franchise, each Franchisee (or its successors or assigns, as applicable), shall pay to the City (or its successors), an annual amount which will equal five percent (5%) of each Franchisees' annual gross Operating Revenues taken in and received by it for providing all aspects of services provided by each Franchisee to its Customers within the Franchise Territory, as now or hereafter constituted. Each Franchisee shall be permitted to collect the franchise fees provided for under this Franchise from its retail customers receiving said service as a line item on its retail bills. Each Franchisee may not incorporate any franchise fee into its other rates for service.

(b) The Franchisees shall pay the franchise fee provided by this section semi-annually on January 1 and July 1 of each year during the term of this franchise. Any payments not made by the Franchisees within 20 days after the date said payment is due, shall thereafter be payable with interest at the rate of fifteen percent (15%) per annum.

(c) Each Franchisee shall at all times continue to be subject to and shall pay to the City all legally authorized and applicable public service taxes, ad valorem taxes (intangible, personal, real), occupational taxes, and any and all other valid tax, levied or imposed by the City. Such charges and fees shall include but not be limited to licensing, permit fees, development review and inspection fees and all other such fees including fees, charges, taxes and/or assessments validly adopted and/or imposed during the term of this Franchise Agreement.

(d) The franchise fee payments, together with any interest that may apply, shall be made by wire transfer or other electronic means.

SECTION 11. RECORDS AND REPORTS. The City or its designated representative shall have the right during the term of each Franchise to examine, at all reasonable business hours, all of each Franchisee's plans, contracts, engineering, accounting, finance, statistical, customer and service records relating to performance under this Ordinance; provided, however, that the City expressly acknowledges and agrees that each Franchisee may redact proprietary information and any private customer information from such documents and records prior to making the same available to the City for examination hereunder. The City agrees to keep any information it obtains confidential to the maximum extent possible under Florida's public records law. As well, each Franchisee shall provide directly to the City an annual summary report showing gross revenues received by each Franchisee from its operations within the City during the preceding fiscal year and such other information as the City shall request with respect to properties, quality control, and expenses related to each Franchisee service within the City. The City may audit the financial records of each Franchisee for the purpose of determining that proper collection or payment of franchise fees is being made by each Franchisee in accordance with this Ordinance at the City's initial expense. Each Franchisee shall cooperate with and make available those records necessary for City to perform the audit. If the audit demonstrates that payment or collection of franchise fees is more than 5% less than the semi-annual amount that should have been paid or collected, each Franchisee shall, in addition to paying the fees that should have been paid or collected, pay the cost of the audit.

SECTION 12. RATES.

(a) Each Franchisee may charge to Customers such service rates and fees not in excess of those rates and fees set forth herein or as approved by the Florida Public Service Commission, or if not governed by the Florida Public Service Commission, then as approved by the City (hereinafter the "Approved Rates and Fee Schedule").

(b) From time to time, each Franchisee shall have the ability to apply to the City for changes to the Approved Rates and Fees Schedule. Requests for increases to the Approved Rates and Fees Schedule that do not exceed the rate of inflation determined by the Consumer Price index (CPI) for Utilities published by the U.S. Bureau of Labor Statistics appropriately adjusted for the calendar year (January 1st to December 31st)

preceding the calendar year in which the request is made shall not require an approval hearing of the City Commission; provided, however, that each Franchisee may only file one such request per calendar year. All other requests for changes to the Approved Rate and Fee Schedules shall be just, fair, and reasonable and require City Commission approval in a duly noticed public hearing. **NOTE:** In no event, will the actual annual rate adjustment be less than positive two percent (2%), and no greater than positive four percent (4%).

(c) Each Franchisee shall be responsible for the billing and collection of all fees and rates charged to Customers of the services authorized to each Franchisee by this Ordinance.

SECTION 13. TRANSFER OR ENCUMBRANCE OF FRANCHISES. No Franchisee may assign or otherwise transfer its franchise rights except with the prior written consent of the City expressed by an ordinance, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the City hereby consents to the following transfers: (i) any assignment of Franchisees' franchise rights to a third party owned, controlled or managed, directly or indirectly, by Franchisees; (ii) any assignment of Franchisees' franchise rights to the Community Development District that has been approved by the City, pursuant to Chapter 190, Florida Statutes, for the Property, or a special dependent or independent district created pursuant to the provisions of Chapter 189, Florida Statutes; and with such new Franchise entity assuming all of the duties and obligations of the assigning Franchise. Franchisees shall be released from all obligations set forth in this Ordinance upon the assignment of its rights in accordance with this Section and upon the written acceptance by assignee of the obligations so assigned by Franchisees.

SECTION 14. FORFEITURE OF FRANCHISE; NON-COMPLIANCE. In the event of a material default by any Franchisee with respect to its obligations under this Ordinance, the City shall provide written notice of such default to such Franchisee. In the event that Franchisee fails to cure the alleged material default within sixty (60) days of its receipt of such notice from the City, then the City shall be entitled: (i) to file an action against that Franchisee for specific performance of its obligations under this Ordinance; (ii) to file an action against Franchisees for damages actually incurred by City by reason of Franchisee's default of its obligations under this Ordinance, provided in no event shall City be entitled to recover any consequential, indirect, special, speculative, punitive or exemplary damages from Franchisee; or (iii) to file an action against Franchisee to terminate the Franchise as to that Franchise.

SECTION 15. TERM OF FRANCHISE. This Franchise and the rights herein granted to each Franchisee shall take effect after final passage of this Ordinance, as required by law, and full execution by all parties, and shall continue in full force and effect for a term of thirty (30) years after the date on which the Franchise Agreement was accepted by Franchisee in accordance with Section 16 below. The City recognizes that this Ordinance may be amended in the future ("Ordinance Amendment") to incorporate additional property which pursuant to Section 3(e) will become part of the Franchise

Territory. As additional areas are brought within the Franchise Territory, such Ordinance Amendment shall extend the term of the Franchise thirty (30) years from the effective date of each such amendment. At such time as any Franchise interest is conveyed to a community development district, dependent district or independent district (the "District") as may be created pursuant to Chapters 189 and 190, Florida Statutes, notice shall be provided to the City and, upon request by the District, the City will undertake deliberations to consider granting a thirty (30) year Franchise to the District, for the area within the District, under the same terms and conditions of the transferring Franchise.

SECTION 16. ACCEPTANCE. This Franchise is hereby granted upon the condition that, within thirty (30) days after the date of passage of this Ordinance, the Franchisee shall file with the City Clerk its acceptance of the terms and conditions of this Franchise, which acceptance shall be in writing, duly executed by or on behalf of the Franchisee and contain the Franchisee's address.

SECTION 17. SEVERABILITY. Notwithstanding the fact that each Franchise is a separate contract with each Franchisee, should any section or provision of this Franchise or any portion thereof, the deletion of which would not adversely affect (in the general sense) the receipt of any material benefits or, substantially increase the burden of any party hereunder, be declared by a judicial or administrative tribunal of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder, as a whole or any part thereof, other than the part declared to be invalid. In the event of any such partial invalidity, the City and Franchisee shall meet and negotiate in good faith to obtain a replacement provision that is in compliance with the judicial or administrative authority's decisions and consistent with the original intent of the parties as contained herein. If such decision is fundamental to or alters the essence of this Franchise, then the parties agree to negotiate a new franchise agreement.

SECTION 18. GOVERNING LAW AND VENUE. The rights and privileges granted to Franchisees by this Franchise shall at all times be subordinate and inferior to the rights of the public in and to the ordinary use of the Public Rights-of-Way and nothing in this Franchise shall be considered as a surrender by the City of its right and power to use and relocate the use of its rights-of-way. In the event that any legal proceeding is brought to enforce the terms of this Franchise, the same shall be brought in Sumter County, Florida.

SECTION 19. NOTICES. Except in exigent circumstances, and except as otherwise specifically provided in this Franchise, all notices by either City or Franchisee to the other shall be made by either depositing such notice in the United States Mail, Certified Mail return receipt requested or by facsimile. Any notice served by certified mail return receipt shall be deemed delivered five (5) days after the date of such deposit in the United States Mail unless otherwise provided. Any notice given by facsimile is deemed received by next Business Day. "Business Day" for purposes of this Section shall mean Monday through Friday, with Saturday, Sunday and City and Franchisee observed holidays excepted. All notices shall be addressed as follows:

As To City: City of Wildwood
Attn: Jason McHugh, AICP
City Manager
100 N. Main Street
Wildwood, FL 34785

With Copy to: Ashley S. Hunt, Esq.
Hunt Law Firm, P.A.
601 S. 9th Street
Leesburg, FL 34748

With Copy to: City of Wildwood
Attn: Susan Patterson
City Clerk
100 N. Main Street
Wildwood, FL 34785

As To Franchisees:

South Sumter Utility Company, LLC
3619 Kiessel Road
The Villages, Florida 32163

Southeast Wildwood Water Conservation Authority, LLC
3619 Kiessel Road
The Villages, Florida 32163

South Sumter Electric Company, LLC
3619 Kiessel Road
The Villages, Florida 32163

South Sumter Gas Company, LLC
3619 Kiessel Road
The Villages, Florida 32163

Middleton Utility Company, LLC
3619 Kiessel Road
The Villages, Florida 32163

Middleton Water Conservation Authority, LLC
3619 Kiessel Road
The Villages, Florida 32163

Gibson Place Utility Company, LLC
3619 Kiessel Road
The Villages, Florida 32163

Gibson Place Water Conservation Authority, LLC,
3619 Kiessel Road
The Villages, Florida 32163

With Copy to:

South Sumter Utility Company, LLC
Attention: Kelsea Morse Manly
3619 Kiessel Road
The Villages, Florida 32163

Southeast Wildwood Water Conservation Authority, LLC
Attention: Kelsea Morse Manly
3619 Kiessel Road
The Villages, Florida 32163

South Sumter Electric Company, LLC
Attention: Kelsea Morse Manly
3619 Kiessel Road
The Villages, Florida 32163

South Sumter Gas Company, LLC
Attention: Kelsea Morse Manly
3619 Kiessel Road
The Villages, Florida 32163

Middleton Utility Company, LLC
Attention: Kelsea Morse Manly
3619 Kiessel Road
The Villages, Florida 32163

Middleton Water Conservation Authority, LLC
Attention: Kelsea Morse Manly
3619 Kiessel Road
The Villages, Florida 32163

Gibson Place Utility Company, LLC
Attention: Kelsea Morse Manly
3619 Kiessel Road
The Villages, Florida 32163

Gibson Place Water Conservation Authority, LLC,
Attention: Kelsea Morse Manly
3619 Kiessel Road
The Villages, Florida 32163

Notice shall be given as required by this Franchise and for all other emergencies. Notice shall be provided to the above-named addressees unless directed otherwise in writing by the City or Franchisee.

SECTION 20. NON-WAIVER PROVISION. The failure of either Party to insist in anyone or more instances upon the strict performance of anyone or more of the terms or provisions of this Franchise shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by either party unless said waiver or relinquishment is in writing and signed by the Parties.

SECTION 21. COMPLETE AGREEMENT. This Franchise together with the exhibits (as may be amended from time to time in accordance with the terms hereof) represents the entire agreement of the Parties and supersedes all prior representations whether oral or in writing with respect to the rights of the Parties.

SECTION 22. RIGHT OF ACQUISITION BY CITY. The City shall have the right to purchase and take over the property and services of the South Sumter Utility Company, LLC Franchise, Middleton Utility Company, LLC, and/or Gibson Place Utility Company, LLC Franchise at the expiration of the term, unless the City requests to extend the Franchise(s) for an additional thirty (30) years. In the event the City desires to extend the Franchise(s), the City shall provide official notice to the Franchisee(s) one year in advance of the expiration of the term. In the event the City does not extend the Franchise(s), the City shall have the right to purchase and take over the property and services of the South Sumter Utility Company, LLC Franchise, Middleton Utility Company, LLC, and/or Gibson Place Utility Company, LLC Franchise, subject to this Ordinance by providing an official notice upon South Sumter Utility Company, LLC Franchisee, Middleton Utility Company, LLC Franchisee, and/or Gibson Place Utility Company, LLC Franchisee to that effect and payment to Franchisee(s) of the price. The Franchisee(s) shall execute such deeds or instruments of conveyance to the City as shall be required to convey to the City title to the property in fee simple, free from any and all liens and encumbrances. The price shall be based upon fair market value as determined by mutual agreement or non-binding arbitration. Each side shall pay its own attorneys' fees.

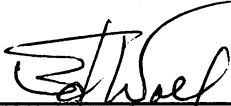
SECTION 23. AMENDMENTS TO FRANCHISE AGREEMENT. Changes in the terms and conditions to this Franchise Agreement may be made by written agreement between the City and the Franchisee.

SECTION 24. ORDINANCES REPEALED. All ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed as of the effective date.

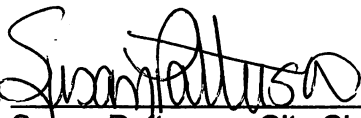
SECTION 25. EFFECTIVE DATE. This Ordinance granting a franchise to Franchisee shall take effect immediately upon becoming a law; provided, however, this Ordinance shall become effective only upon the written acceptance of Franchisee all as provided in Sections 15 and 16 hereinabove.

DONE AND ORDAINED this 27th day of June, 2022, by the City Commission of the City of Wildwood, Florida.

**CITY COMMISSION
CITY OF WILDWOOD, FLORIDA**



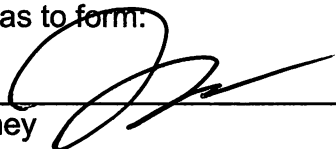
Ed Wolf, Mayor

ATTEST: 

Susan Patterson, City Clerk

First Reading: 6-13-2022

Second Reading: 6-27-2022

Approved as to form:


City Attorney

**FRANCHISE AREA
AMENDED & RESTATED
JUNE 2022**

PARCEL 1

THOSE PORTIONS OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 17, LYING SOUTH OF STATE ROAD 44; LESS RIGHT-OF-WAY FOR COUNTY ROAD 179;

ALSO LESS: THE EAST 420.00 FEET THEREOF;

TOGETHER WITH:

BEGIN 33.00 FEET EAST OF THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 17; THENCE SOUTH PARALLEL WITH THE WEST LINE THEREOF 600.83 FEET TO THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1922, PAGE 447, AS RECORDED IN THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE EAST ALONG THE SOUTH LINE THEREOF AND ITS EASTERLY EXTENSION 462.68 FEET TO THE WEST LINE OF THAT LAND DESCRIBED IN OFFICIAL RECORDS BOOK 1659, PAGE 202, AS RECORDED IN THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE SOUTH ALONG SAID WEST LINE FOR 733.89 FEET TO THE SOUTH LINE OF THE SAID NORTHEAST 1/4; THENCE EAST ALONG SAID SOUTH LINE FOR 825.00 FEET TO THE SOUTHEAST CORNER OF THE SAID NORTHEAST 1/4; THENCE NORTH ALONG THE EAST LINE THEREOF 937.50 FEET; ; THENCE WEST PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST 1/4 FOR 420.00 FEET; THENCE NORTH ALONG THE WEST LINE OF THE EAST 420.00 FEET OF THE SAID NORTHEAST 1/4 FOR 397.50 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4; THENCE WEST ALONG THE SOUTH LINE THEREOF 867.84 FEET TO THE POINT OF BEGINNING.

AND:

PARCEL 2

THOSE LANDS LYING IN SECTION 16, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, AS DESCRIBED IN THE FOLLOWING INSTRUMENTS; OFFICIAL RECORDS BOOK 3347, PAGE 618, OFFICIAL RECORDS BOOK 3347, PAGE 609 AND OFFICIAL RECORDS BOOK 3347, PAGE 615, ALL IN THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT A, AND LOTS 1 AND 2, BLOCK A OF HEARTY HOST LAKE RESORT UNIT 2, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGES 62 AND 62A, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

AND:

THAT PORTION OF SAID SECTION 16, LYING NORTH OF THE NORTH LINE OF TRACT "A" HEARTY HOST LAKE RESORT, UNIT 2, AS RECORDED IN PLAT BOOK 4, PAGE 62, AND LYING

WEST OF FLAMINGO BOULEVARD (AKA WILLIAMSBURG LANE) AS SHOWN ON SAID PLAT AND LYING SOUTH OF THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 44.

AND:

THAT PORTION OF FLAMINGO BOULEVARD, NOW KNOWN AS WILLIAMSBURG LANE, AS SET FORTH ON THAT CERTAIN PLAT OF HEARTY HOST LAKE RESORT, RECORDED IN PLAT BOOK 3, PAGE 57, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA AND DESCRIBED AS WILLIAMSBURG LANE, AS SET FORTH IN THAT CERTAIN PLAT OF HEARTY HOST LAKE RESORT UNIT 2, RECORDED IN PLAT BOOK 4, PAGE 62, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, LYING NORTH OF A NORTHEASTERLY RADIAL EXTENSION OF THE SOUTHEASTERLY LINE OF LOT 2, BLOCK A, OF SAID HEARTY HOST LAKE RESORT UNIT 2, AND LYING SOUTH OF STATE ROAD 44.

AND:

THAT PORTION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA LYING WITHIN THE FOLLOWING LANDS:

LYING SOUTH OF STATE ROAD NO. 44;

LYING EASTERLY AND NORTHEASTERLY OF WILLIAMSBURG LANE (ALSO KNOWN AS FLAMINGO BOULEVARD, PER HEARTY HOST LAKE RESORT, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 57, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA).

LYING NORTH OF THE FOLLOWING: SPRINGFIELD WAY (ALSO KNOWN AS BLUEGILL STREET) PER HEARTY HOST LAKE RESORT, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 57, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, WATER WHEEL ADULT MOBILE HOME COMMUNITY & R.V. PARK UNIT NO. 1, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGE 40, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA AND WATER WHEEL ADULT MOBILE HOME COMMUNITY & R.V. PARK UNIT NO. 2, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGES 63 AND 63A, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA).

LYING NORTH OF LOT 1, BLOCK A, OF WATER WHEEL ADULT MOBILE HOME COMMUNITY & R.V. PARK UNIT NO. 2, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGES 63 AND 63A, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

LESS AND EXCEPT:

LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2932, PAGE 793, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

ALSO LESS AND EXCEPT:

LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2759, PAGE 168, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

AND:

PARCEL 3

THE NORTH 811.80 FEET OF THE EAST 1716.00 FEET OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

AND:

THAT PORTION OF THE EAST 858.00 FEET OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA LYING NORTH OF COUNTY ROAD 181, LESS THE NORTH 811.80 FEET THEREOF.

AND:

THAT PORTION OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; LYING NORTH AND EAST OF FLORIDA'S TURNPIKE; LESS RIGHT OF WAY FOR COUNTY ROAD 181.

AND:

PARCEL 4

THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA AND THAT PORTION OF SAID SECTION 17, DESCRIBED AS FOLLOWS: COMMENCE AT THE EAST 1/4 SECTION CORNER OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 23 EAST, THENCE RUN S89°49'48"W ALONG THE SOUTH LINE OF THE NE 1/4 A DISTANCE OF 825.00 FEET TO THE POINT OF BEGINNING, THENCE N0°01'08"W FOR 733.89 FEET; THENCE S89°47'45"W ALONG THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1922, PAGE 447 OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA FOR 462.68 FEET; THENCE N0°01'08"W 600.83 FEET ALONG THE WEST LINE THEREOF AND ITS NORTHERLY EXTENSION TO THE NORTH LINE OF THE SOUTH 1/2 OF THE NE 1/4; THENCE S89°47'45"W, ALONG SAID LINE 66.00 FEET TO THE NORTHERLY EXTENSION OF THE EAST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3027, PAGE 664, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE S0°01'08"E. ALONG SAID EXTENSION AND EAST LINE 630.00 FEET TO THE SOUTHEAST CORNER OF SAID LANDS; THENCE S89°47'45"W ALONG THE SOUTH LINE OF SAID LANDS AND ITS WESTERLY EXTENSION FOR 627.34 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE SW 1/4 OF THE NE 1/4; THENCE S0°01'41"E, 704.32 FEET TO THE NORTH LINE OF THE SE 1/4; THENCE N89°49'28"E ALONG SAID NORTH LINE, 1155.75 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

AND:

PARCEL 5

TRACT D, HEARTY HOST LAKE RESORT AS RECORDED IN PLAT BOOK 3, PAGES 57 AND 57A OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, LESS AND EXCEPT A 50.00 FOOT BY 100.00 FOOT STRIP ABUTTING THE SOUTH LINE OF LOT 20, BLOCK B OF SAID PLAT.

AND LESS AND EXCEPT:

ANY PORTIONS THEREOF, LYING WITHIN THE CITY OF WILDWOOD LIFT STATION PROPERTIES (LIFT STATION NO. 1 AND LIFT STATION NO. 2) AS DESCRIBED IN WARRANTY DEED AS RECORDED IN OFFICIAL RECORDS BOOK 1077, PAGE 151 OF THE PUBLIC RECORDS

OF SUMTER COUNTY, FLORIDA.

SAID PROPERTIES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(LIFT STATION NO.1)

COMMENCE AT THE SOUTHWEST CORNER OF TRACT D, HEARTY HOST LAKE RESORT, AS RECORDED IN PLAT BOOK 3, PAGES 57 AND 57A, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE N89°38'01"E, ALONG THE SOUTHERLY BOUNDARY LINE OF SAID TRACT D, A DISTANCE OF 158.08 FEET; TO THE POINT OF BEGINNING, SAID POINT BEING 1.0 FEET OUTSIDE OF A 4-FOOT TALL FIELD FENCE SURROUNDING LIFT STATION SITE AND IMPROVEMENTS; THENCE N09°29'23"W, PARALLEL TO SAID FENCE A DISTANCE OF 27.69 FEET; THENCE CONTINUE PARALLEL TO AND 1.0 FEET OUTSIDE OF THE PERIMETER FENCE THE FOLLOWING COURSES AND DISTANCES: N77°35'26"E, A DISTANCE OF 48.35 FEET; S21°59'07"E, A DISTANCE OF 49.47 FEET; S81°26'05"W, A DISTANCE OF 59.00 FEET; THENCE N09°29'23"W, A DISTANCE OF 17.20 FEET TO THE POINT OF BEGINNING.

AND:

(LIFT STATION NO. 2)

COMMENCE AT THE MOST WESTERLY CORNER OF LOT 13, BLOCK B, OF HEARTY HOST LAKE RESORT, AS RECORDED IN PLAT BOOK 3, PAGES 57 AND 57A, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE S53°17'27"W, ALONG A SOUTHWESTERLY PROJECTION OF THE NORTHWESTERLY BOUNDARY OF SAID LOT 13, A DISTANCE OF 8.51 FEET TO THE POINT OF BEGINNING, SAID POINT BEING 1.0 FEET OUTSIDE OF A 6-FOOT TALL PRIVACY FENCE SURROUNDING LIFT STATION SITE AND IMPROVEMENTS; THENCE S35°18'00"E, PARALLEL TO SAID FENCE A DISTANCE OF 5.78 FEET; THENCE CONTINUE PARALLEL TO AND 1.0 FEET OUTSIDE OF THE PERIMETER FENCE THE FOLLOWING COURSES AND DISTANCES; S55°05'17"W, A DISTANCE OF 18.33 FEET; N34°23'34"W, A DISTANCE OF 13.88 FEET; N53°11'59"E, A DISTANCE OF 18.11 FEET; THENCE S35°18'00"E, A DISTANCE OF 8.69 FEET TO THE POINT OF BEGINNING.

AND:

PARCEL 6

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY; LESS THE NORTH 400.00 FEET THEREOF

AND:

THAT PART OF THE EAST 1/2 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING NORTH AND EAST OF FLORIDA'S TURNPIKE, LESS AND EXCEPT LOTS 8 AND 9, BLOCK R, WILDWOOD RANCH, A SUBDIVISION AS PER PLAT THEREOF FILED IN PLAT BOOK 3, PAGES 29A AND 29B, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; ALSO LESS AND EXCEPT RIGHT-OF-WAY FOR COUNTY ROAD 181.

AND:

THAT PORTION OF THE NORTH 3/4 OF THE WEST 1/2 OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING WESTERLY OF LAKE OKAHUMPKA

AND LYING NORTH AND EAST OF FLORIDA'S TURNPIKELESS ANY PORTION LYING WITHIN THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 21.

AND:

THE SOUTH 1/2 OF THE SOUTH 1/2 AND NORTHWEST 1/4 OF THE SOUTHEAST 1/4, LYING SOUTH OF LAKE OKAHUMPKA, LESS RIGHT-OF-WAY FOR FLORIDA'S TURNPIKE IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

AND:

PARCEL 7

THAT LAND LYING IN SECTION 20, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 20, BEING THE POINT OF COMMENCEMENT, RUN ALONG THE EAST LINE THEREOF THE FOLLOWING TWO COURSES: N00°07'23"E, 46.67 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N00°07'23"E, 1,871.16 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY OF FLORIDA'S TURNPIKE; THENCE DEPARTING SAID EAST LINE AND ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY THE FOLLOWING TWO COURSES: N42°56'27"W, 3,013.33 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 5,579.58 FEET; THENCE NORTHWESTERLY ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 07°56'12", A DISTANCE OF 772.89 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY AND ALONG SAID EAST LINE, RUN SOUTH 660.00 FEET, MORE OR LESS, TO THE NORTH LINE OF SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE DEPARTING SAID EAST LINE AND ALONG SAID NORTH LINE, RUN WEST 1,322.00 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE DEPARTING SAID NORTH LINE AND ALONG THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4, S00°10'33"W, 654.20 FEET TO THE NORTHERLY RIGHT-OF-WAY OF LOIS AVENUE, AS SHOWN ON WILDWOOD RANCH, AS RECORDED IN PLAT BOOK 3, PAGES 29A THROUGH 29B, INCLUSIVE, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE ALONG THE FOLLOWING COURSES AS SHOWN ON SAID PLAT: THENCE DEPARTING SAID WEST LINE AND ALONG SAID NORTHERLY RIGHT-OF-WAY, S89°39'15"E, 353.50 FEET TO THE NORTHERLY EXTENSION OF THE EASTERLY RIGHT-OF-WAY OF LEE STREET; THENCE DEPARTING SAID RIGHT-OF-WAY, S00°21'17"W, ALONG THE EASTERLY RIGHT-OF-WAY OF LEE STREET AND THE NORTHERLY EXTENSION THEREOF, A DISTANCE OF 178.54 FEET TO THE SOUTHWEST CORNER OF LOT 2, BLOCK P; THENCE DEPARTING THE EASTERLY RIGHT-OF-WAY OF LEE STREET AND ALONG THE BOUNDARY OF SAID LOT 2 THE FOLLOWING COURSES: S89°39'16"E, 580.03 FEET; THENCE N00°21'57"E, 178.54 FEET TO THE NORTHERLY RIGHT-OF-WAY OF LOIS AVENUE; THENCE DEPARTING THE BOUNDARY OF SAID LOT 2 AND ALONG SAID NORTHERLY RIGHT-OF-WAY, S89°39'16"E, 515.91 FEET TO THE NORTHERLY EXTENSION OF THE WESTERLY BOUNDARY OF LOT 13, BLOCK N; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY, S00°22'04"W, ALONG SAID NORTHERLY EXTENSION AND WESTERLY BOUNDARY A DISTANCE OF 666.78 FEET TO THE NORTHEAST CORNER OF LOT 3, BLOCK N; THENCE ALONG THE BOUNDARY OF LOTS 3 AND 4, BLOCK N, THE FOLLOWING COURSES: N89°39'51"W, 155.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE S00°22'04"W, 611.77 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE S89°35'38"E, 310.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4; THENCE N00°22'04"E, 612.15 FEET

TO THE NORTHEAST CORNER OF SAID LOT 4; THENCE DEPARTING THE BOUNDARY OF SAID LOTS 3 AND 4, ALONG THE SOUTHERLY BOUNDARY OF LOTS 9 THROUGH 12, BLOCK N, AND THE EASTERLY EXTENSION THEREOF, S89°39'51"E, 689.50 FEET TO THE EASTERLY RIGHT-OF-WAY OF JUANITA STREET; THENCE DEPARTING SAID EASTERLY EXTENSION AND ALONG SAID EASTERLY RIGHT-OF-WAY, S00°19'38"W, 662.84 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF LOT 4, BLOCK M; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY AND ALONG SAID NORTHERLY BOUNDARY, S89°37'33"E, 345.89 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 20; THENCE DEPARTING SAID NORTH LINE AND ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, S00°05'42"W, 661.44 FEET TO THE SOUTHWEST CORNER THEREOF AND THE NORTHEAST CORNER OF LOT 20, BLOCK H; THENCE DEPARTING SAID WEST LINE AND ALONG THE NORTHERLY BOUNDARY OF SAID LOT 20, N89°41'39"W, 643.47 FEET TO THE EASTERLY RIGHT-OF-WAY OF WILDWOOD STREET; THENCE DEPARTING SAID NORTHERLY BOUNDARY AND ALONG SAID EASTERLY RIGHT-OF-WAY, S00°21'08"W, 1,310.74 FEET TO THE SOUTHWEST CORNER OF LOT 13, BLOCK H; THENCE ALONG THE SOUTHERLY BOUNDARY OF LOTS 13 AND 30, BLOCK H, S89°38'50"E, 1,260.27 FEET TO THE SOUTHEAST CORNER OF SAID LOT 30 AND THE WESTERLY RIGHT-OF-WAY OF MEDINA STREET; THENCE DEPARTING SAID SOUTHERLY BOUNDARY AND ALONG SAID RIGHT-OF-WAY, N00°21'42"E, 35.24 FEET TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 13, BLOCK G; THENCE DEPARTING SAID RIGHT-OF-WAY AND ALONG SAID WESTERLY EXTENSION AND THE SOUTH BOUNDARY OF SAID LOT 13, BLOCK G, S89°35'54"E, 699.28 FEET TO THE POINT OF BEGINNING.

AND:

PARCEL 8

THAT LAND LYING IN SECTION 29, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 20, BEING THE POINT OF COMMENCEMENT, RUN ALONG THE EAST LINE THEREOF THE FOLLOWING TWO COURSES: S00°19'55"W, 448.33 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S00°19'55"W, 2,210.14 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 20; THENCE ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 29, S00°20'02"W, 2,516.37 FEET TO THE NORTHERLY RIGHT-OF-WAY OF C-468; THENCE DEPARTING SAID EAST LINE AND ALONG SAID RIGHT-OF-WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 2791, PAGE 736 AND OFFICIAL RECORDS BOOK 871, PAGE 387, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, THE FOLLOWING COURSES: N89°43'13"W, 115.87 FEET; THENCE S88°50'55"W, 747.68 FEET; THENCE N89°09'24"W, 209.10 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 5,794.58 FEET; THENCE WESTERLY ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 02°29'41", A DISTANCE OF 252.30 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4; THENCE DEPARTING SAID RIGHT-OF-WAY AND ALONG SAID EAST LINE, N00°29'26"E, 1,377.15 FEET TO THE SOUTHEAST CORNER OF LOT 13, BLOCK F, AS SHOWN ON WILDWOOD RANCH, AS RECORDED IN PLAT BOOK 3, PAGES 29A THROUGH 29B, INCLUSIVE, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE ALONG THE FOLLOWING COURSES AS SHOWN ON SAID PLAT: N89°38'52"W, ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 13 A DISTANCE OF 639.93 FEET TO THE EASTERLY RIGHT-OF-WAY OF WILDWOOD STREET; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY, N00°21'01"E, 3,501.12 FEET TO THE NORTHWESTERLY CORNER OF LOT 10, BLOCK H; THENCE DEPARTING SAID EASTERLY

RIGHT-OF-WAY, S89°39'22"E, ALONG THE NORTHERLY BOUNDARY OF LOT 10, BLOCK H AND LOT 33, BLOCK H, A DISTANCE OF 1,260.08 FEET TO THE WESTERLY RIGHT-OF-WAY OF MEDINA STREET; THENCE DEPARTING SAID NORTHERLY BOUNDARY AND ALONG SAID WESTERLY RIGHT-OF-WAY, S00°21'42"W, 130.36 FEET TO THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 9, BLOCK G; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY, S89°37'28"E, ALONG SAID WESTERLY EXTENSION AND THE NORTHERLY BOUNDARY OF SAID LOT 9, 699.71 FEET TO THE POINT OF BEGINNING.

AND:

PARCEL 9

ALL OF SECTION 28, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS RIGHT-OF-WAY FOR FLORIDA'S TURNPIKE; AND LESS RIGHT-OF-WAY FOR COUNTY ROAD 468.

AND:

PARCEL 10

THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY FLORIDA.

AND:

THE SOUTH 1/2 OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS RIGHT-OF-WAYS FOR FLORIDA'S TURNPIKE AND COUNTY ROAD 468 AND LESS ANY PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1077, PAGE 294, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

AND:

PARCEL 11

THE NORTH 3/4 OF THE EAST 1/2 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; LESS RIGHT-OF-WAY FOR COUNTY ROAD 501 AND LESS RIGHT-OF-WAY FOR COUNTY ROAD 468.

AND:

THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA AND THE NORTH 30.00 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 33; LESS THAT PORTION OF THE EAST 35.75 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, LYING SOUTH OF THE NORTH 208.71 FEET THEREOF, ALSO LESS RIGHT-OF-WAY FOR COUNTY ROAD 501.

AND:

PARCEL 12

ALL OF SECTION 34, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS RIGHT-OF-WAY FOR FLORIDA'S TURNPIKE, AND LESS RIGHT OF WAY FOR COUNTY ROAD 468 AND LESS RIGHT-OF-WAY FOR COUNTY ROAD 501. LESS THAT PORTION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 LYING SOUTH OF FLORIDA'S TURNPIKE.

AND:

PARCEL 13

THE SOUTH 3/4 OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING SOUTH OF STATE ROAD NO. 44 AND WEST OF COUNTY ROAD NO. 468, LESS AND EXCEPT THE WEST 1/4 OF THE WEST 1/2 OF SAID SECTION, AND LESS AND EXCEPT THE SOUTH 139 FEET OF THE WEST 1000 FEET OF THE EAST 3/4 OF THE NORTHWEST 1/4 OF SAID SECTION, AND LESS AND EXCEPT THE WEST 1000 FEET OF THE EAST 3/4 OF THE SOUTHWEST 1/4 OF SAID SECTION, AND ALSO LESS AND EXCEPT ANY PORTION THEREOF LYING SOUTH OF THE LINE BETWEEN UNIT 1 AND UNIT 2 OF CONTINENTAL CAMPER RESORTS, INC. SUBDIVISION AS SHOWN IN PLAT BOOK 3 ON PAGE 51-A OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, AND LESS ANY PORTION VESTED IN THE FLORIDA DEPARTMENT OF TRANSPORTATION, PER OFFICIAL RECORDS BOOK 688, PAGE 122, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

AND:

PARCEL 14

THAT PORTION OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING EAST OF COUNTY ROAD C-468 AND SOUTH OF STATE ROAD 44.

AND:

THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING SOUTH OF STATE ROAD NO. 44.

AND:

THAT PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 688, PAGE 122, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE THEREOF RUN N89°32'23"E, 996.12 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE RUN N15°33'34"W, 76.17 FEET; THENCE N33°40'40"W, 89.06 FEET; THENCE N56°01'00"W, 109.03 FEET; THENCE N81°01'49"W, 111.45 FEET; THENCE N08°58'11"E, 220.30 FEET; THENCE S81°01'49"E, 195.00 FEET; THENCE N78°16'29"E, 90.30 FEET; THENCE N43°41'47"E, 58.88 FEET; THENCE N16°11'00"E, 61.72 FEET TO A POINT ON THE PROPOSED SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 44; THE FOLLOWING TWO (2) COURSES BEING ALONG SAID PROPOSED SOUTHERLY RIGHT OF WAY LINE: RUN S81°01'49"E, 210.17 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 68,622.93 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°01'14", AN ARC DISTANCE OF 24.52 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF AFORESAID SECTION 24; THENCE ALONG SAID EAST LINE RUN S00°17'27"W, 493.95 FEET TO THE AFORESAID SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 24; THENCE ALONG SAID SOUTH LINE RUN S89°32'23"W, 332.27 FEET TO THE POINT OF BEGINNING.

AND:

THAT PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 688, PAGE 122, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; THENCE ALONG THE WEST LINE THEREOF RUN N00°20'01"E, 265.04 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE RUN N81°01'49"W, 192.49 FEET; THENCE N08°58'11"E, 443.80 FEET TO A POINT ON THE PROPOSED SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 44; THENCE ALONG SAID PROPOSED SOUTHERLY RIGHT OF WAY LINE RUN S81°01'49"E, 300.00 FEET; THENCE DEPARTING SAID PROPOSED SOUTHERLY RIGHT OF WAY LINE RUN S08°58'11"W, 443.80 FEET; THENCE N81°01'49"W, 107.51 FEET TO THE POINT OF BEGINNING.

AND:

ALL OF SECTION 25, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS THE NORTH 1/2 OF THE NORTHEAST 1/4 AND LESS THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION.

AND:

THAT PORTION OF SECTION 26, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING EASTERLY AND SOUTHERLY OF COUNTY ROAD C-468, LESS THOSE LANDS VESTED IN GRACE TABERNACLE OF WORSHIP, INC. ALSO BEING DESCRIBED AS: THE EAST 436.00 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION, LYING SOUTH OF COUNTY ROAD C-468.

AND:

ALL OF SECTION 36, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, AND THAT PORTION OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING NORTH OF FLORIDA'S TURNPIKE.

AND:

THOSE PORTIONS OF SECTIONS 1 AND 2, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING NORTH OF FLORIDA'S TURNPIKE.

LESS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 23 EAST IN SUMTER COUNTY, FLORIDA; THENCE RUN S00°40'20"W, ALONG THE EAST BOUNDARY OF SAID SECTION 1, A DISTANCE OF 2240.02 FEET TO THE SOUTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3485, PAGE 709 AND A POINT ON THE BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2044, PAGE 465, ALL IN THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE ALONG THE BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2044, PAGE 465 THE FOLLOWING COURSES: CONTINUE S00°40'20"W, ALONG SAID EAST BOUNDARY OF SECTION 1, A DISTANCE OF 557.86 FEET TO THE EAST

1/4 CORNER OF SAID SECTION 1; THENCE S00°44'45"W, ALONG SAID EAST BOUNDARY OF SECTION 1, A DISTANCE OF 2487.49 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE, AS RECORDED ON FLORIDA STATE TURNPIKE AUTHORITY RIGHT OF WAY MAP PROJECT NO. 2, SECTION 14; THENCE RUN ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES: (1) N42°21'30"W, A DISTANCE OF 505.19 FEET TO A CURVE THAT IS CONCAVE TO THE SOUTHWEST; (2) THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 1498.35 FEET (SAID CURVE HAVING A RADIUS OF 5879.58 FEET, A CENTRAL ANGLE OF 14°36'04" AND A CHORD BEARING AND DISTANCE OF N49°46'20"W, 1494.30 FEET); (3) THENCE N57°03'06"W, A DISTANCE OF 287.77 FEET TO A POINT ON THE WEST LINE OF A 100 FOOT FLORIDA POWER EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1758, PAGE 342, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE N02°21'09"W, ALONG SAID WEST EASEMENT LINE, A DISTANCE OF 337.71 FEET; THENCE N00°39'29"E, ALONG SAID WEST EASEMENT LINE, A DISTANCE OF 1724.92 FEET; THENCE DEPARTING SAID WEST EASEMENT LINE, S89°36'07"E, A DISTANCE OF 527.02 FEET TO THE NORTHWEST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3485, PAGE 709; THENCE DEPARTING THE BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2044, PAGE 465 AND ALONG THE BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3485, PAGE 709 THE FOLLOWING COURSES: S00°27'55"W, 500.00 FEET; THENCE S89°36'07"E, 1205.06 FEET TO THE POINT OF BEGINNING.

AND:

PARCEL 15

THAT PORTION OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 23 EAST, LYING SOUTH OF THE TURNPIKE, SUMTER COUNTY, FLORIDA.

AND:

THAT PORTION OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 23 EAST, LYING SOUTH OF THE TURNPIKE, SUMTER COUNTY, FLORIDA.

AND:

THAT PORTION OF SECTION 2, TOWNSHIP 20 SOUTH, RANGE 23 EAST, LYING SOUTH OF THE TURNPIKE, SUMTER COUNTY, FLORIDA.

AND:

THAT PORTION OF SECTION 3, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING EASTERLY AND NORTHEASTERLY OF C.R. 501.

LESS:

THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2150, PAGE 462, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA AND THAT PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 497, PAGE 736, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, LYING EAST OF THE EASTERLY RIGHT-OF-WAY FOR COUNTY ROAD CR-501; ALL LYING IN SECTION 3, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 3 RUN S33°52'42"E, 202.27 FEET (THE WEST BOUNDARY OF SAID SOUTHWEST 1/4 HAVING A BEARING OF S00°08'13"E); THENCE N66°56'13"E, 149.48 FEET TO THE EASTERLY RIGHT-OF-WAY OF COUNTY ROAD CR-501 AND THE POINT OF BEGINNING; THENCE CONTINUE N66°56'13"E, 415.12 FEET; THENCE S23°03'47"E, 396.69 FEET; THENCE S66°56'13"W, 414.82 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY OF COUNTY ROAD CR-501 AND A POINT ON THE ARC OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2,920.00 FEET AND A CHORD BEARING AND DISTANCE OF N23°06'23"W, 396.69 FEET; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY, THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°47'23", A DISTANCE OF 397.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

THE EAST 1/2 OF THE EAST 1/2 AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THAT PART OF THE WEST 1/2 OF SECTION 10, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING NORTH AND EAST OF COUNTY ROAD CR-501.

AND:

THE SE 1/4 OF THE NW 1/4 OF THE NE 1/4 AND THE WEST 1/2 OF THE NW 1/4 OF THE NE 1/4 AND THE SW 1/4 OF THE NE 1/4 AND THE NW 1/4 OF THE SE 1/4, ALL LYING AND BEING IN SECTION 10, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS RIGHT OF WAY OF COUNTY ROAD NO. 501 ACROSS THE WEST SIDE THEREOF.

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

AND LESS AND EXCEPT THE SOUTH 270.00 FEET OF THE NORTH 675.00 FEET OF THE WEST 885.00 FEET OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS THE RIGHT-OF-WAY FOR COUNTY ROAD 501.

TOGETHER WITH:

THE SW 1/4 OF THE SE 1/4, LESS ROAD RIGHT OF WAYS FOR COUNTY ROADS 501 AND 470, SECTION 10, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

TOGETHER WITH:

ALL OF SECTION 11, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS COUNTY ROAD CR-470 RIGHT-OF-WAY.

TOGETHER WITH:

ALL OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS ROAD RIGHT-OF-WAY FOR CR-470 AND LESS RIGHT-OF-WAY FOR FLORIDA'S TURNPIKE.

AND:

PARCEL 16

ALL OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

LESS THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

ALSO LESS THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

ALSO LESS THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

ALSO LESS COUNTY ROAD 470 RIGHT-OF-WAY.

TOGETHER WITH:

ALL OF SECTIONS 14, 15, 16, 21, 22, 23, 24, 25, 26 AND 27 OF TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; LESS ANY PORTIONS THEREOF LYING WITHIN THE RIGHT-OF-WAY FOR COUNTY ROAD 470.

AND:

THE EAST 1/4 AND THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, ALL IN SECTION 17, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS ANY PORTION THEREOF LYING WITHIN THE RIGHT-OF-WAY FOR COUNTY ROAD 470.

AND:

THE EAST 1/2 OF THE NORTHEAST 1/4 AND THE SOUTH 1/2 OF SECTION 20, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

AND:

SECTION 28, TOWNSHIP 20, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; LESS THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 THEREOF.

AND:

THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

AND:

THE EAST 3/4 AND THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 20, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

AND:

THAT PORTION OF THE LANDS DESCRIBED IN O.R. BOOK 3625, PAGE 110, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, LYING IN SECTION 1, TOWNSHIP 21 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT NORTHEAST CORNER OF SAID SECTION 1; THENCE RUN SOUTH 00°11'34" WEST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 1, A DISTANCE OF 2640.92 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 1; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 00°11'34" WEST, ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 1, A DISTANCE OF 683.08 FEET TO A POINT ON THE BOUNDARY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK [2606, PAGE 481](#), PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE DEPARTING SAID EAST LINE, RUN ALONG SAID BOUNDARY LINE THE FOLLOWING NINE (9) COURSES AND DISTANCES: (1) THENCE RUN NORTH 84°29'02" WEST, A DISTANCE OF 777.58 FEET; (2) THENCE RUN NORTH 07°57'01" WEST, A DISTANCE OF 1713.56 FEET; (3) THENCE RUN SOUTH 60°43'23" WEST, A DISTANCE OF 597.88 FEET; (4) THENCE RUN SOUTH 66°39'30" WEST, A DISTANCE OF 184.49 FEET; (5) THENCE RUN SOUTH 78°24'35" WEST, A DISTANCE OF 135.85 FEET; (6) THENCE RUN NORTH 53°32'09" WEST, A DISTANCE OF 100.92 FEET; (7) THENCE RUN NORTH 31°34'09" WEST, A DISTANCE OF 464.53 FEET; (8) THENCE RUN NORTH 03°09'28" WEST, A DISTANCE OF 526.69 FEET; (9) THENCE RUN NORTH 01°23'28" WEST, A DISTANCE OF 968.40 FEET TO A POINT ON NORTH LINE OF SAID SECTION 1; THENCE S89°52'30"E, 2222.55 FEET TO THE POINT OF BEGINNING.

AND:

PARCEL 17

THAT PORTION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING SOUTH AND WEST OF FLORIDA'S TURNPIKE.

AND:

THAT PORTION OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING SOUTH AND WEST OF FLORIDA'S TURNPIKE; AND LYING EAST OF THE RIGHT-OF-WAY FOR U.S. HIGHWAY 301.

AND:

THAT PORTION OF THE NORTH 3/4 OF THE EAST 1/2 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING EAST OF THE RIGHT-OF-WAY FOR U.S. HIGHWAY 301; LESS ANY PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1093, PAGE 201, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4; RUN SOUTH 1320.00 FEET; EAST 90 FEET; NORTHEASTERLY 644.11 FEET, NORTHEASTERLY 729.29 FEET; WEST 419.17 FEET TO THE POINT OF BEGINNING.

AND:

THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING SOUTHWESTERLY OF FLORIDA'S TURNPIKE.

LESS:

ANY PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 80, PAGE 329, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE S89°54'08"E, ALONG THE NORTH LINE THEREOF, 338.16 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY OF FLORIDA'S TURNPIKE; THENCE DEPARTING SAID NORTH LINE AND ALONG SAID RIGHT-OF-WAY, S56°58'48"E, 258.62 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY, S33°01'12"W, 200.00 FEET; THENCE N56°58'48"W, 532.03 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE ALONG SAID WEST LINE, N00°13'51"E, 19.28 FEET TO THE POINT OF BEGINNING.

AND TOGETHER WITH:

THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA

AND:

PARCEL 18

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA;

AND:

THAT PORTION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 30, LYING EASTERLY OF THE RIGHT-OF-WAY FOR U.S. HIGHWAY 301; ALL THE ABOVE, LESS RIGHT-OF-WAY FOR COUNTY ROAD C-468;

AND:

PARCEL 19

THE EAST 1/2 OF THE EAST 1/2 AND THE NORTH 3/4 OF THE WEST 1/2 OF THE EAST 1/2, LESS THE NORTH 278.68 FEET OF THE WEST 163.00 FEET OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE NORTH 3/4 OF THE EAST 1/2 OF THE SOUTHWEST 1/4; ALL IN SECTION 31, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; LESS ANY RIGHT-OF-WAY FOR COUNTY ROAD C-468;

AND

THE NORTH 3/4 OF THE WEST 1/2, LESS THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE NORTH 3/4 OF THE WEST 1/2 OF THE EAST 1/2; LESS 5 ACRES IN THE NORTHWEST CORNER AND LESS BEGIN AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, RUN SOUTH 466 FEET 8 INCHES FOR POINT OF BEGINNING, THENCE RUN SOUTH 210 FEET, THENCE EAST 210 FEET, THENCE NORTH 210

FEET, THENCE WEST 210 FEET TO THE POINT OF BEGINNING, ALL IN SECTION 32, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; ALSO, LESS RIGHT-OF-WAY FOR COUNTY ROAD C-468;

TOGETHER WITH:

THE SOUTH 325 YARDS OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4; ALL IN SECTION 32, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; LESS ANY RIGHT-OF-WAY FOR COUNTY ROAD 505;

TOGETHER WITH:

THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4; AND THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE NORTH 1/2 OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTH 330.00 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4; ALL IN SECTION 33, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; LESS RIGHT-OF-WAY FOR COUNTY ROAD 505;

AND:

PARCEL 20

THOSE PORTIONS OF LAND LYING IN SECTION 31, TOWNSHIP 19 SOUTH, RANGE 23 EAST AND SECTION 6, TOWNSHIP 20 SOUTH, RANGE 23 EAST AND SECTION 1, TOWNSHIP 20 SOUTH, RANGE 22 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE WEST 1/4 CORNER OF SAID SECTION 31; THENCE RUN SOUTH 89°42'48" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1329.49 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°22'44" WEST, ALONG THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1993.38 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°45'13" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 665.79 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°20'56" WEST, ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 664.30 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°46'01" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 361.14; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 30°52'18" WEST, 601.81 FEET, MORE OR LESS, TO THE POINT OF INTERSECTION OF THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 6, AND THE THREAD (CENTERLINE) OF SHADY BROOK; THENCE RUN SOUTHWESTERLY ALONG SAID THREAD (CENTERLINE) OF SHADY BROOK THE FOLLOWING TWENTY ONE (21) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 30°39'11" WEST, A DISTANCE OF 206.13 FEET; 2) THENCE RUN SOUTH 36°48'33" WEST, A DISTANCE OF 143.00 FEET; 3) THENCE RUN SOUTH 34°04'51" WEST, A DISTANCE OF 43.09

FEET; 4) THENCE RUN SOUTH 63°06'48" WEST, A DISTANCE OF 108.78 FEET; 5) THENCE RUN SOUTH 72°59'03" WEST, A DISTANCE OF 51.27 FEET; 6) THENCE RUN SOUTH 80°53'56" WEST, A DISTANCE OF 47.52 FEET; 7) THENCE RUN SOUTH 86°58'55" WEST, A DISTANCE OF 99.28 FEET; 8) THENCE RUN SOUTH 63°14'45" WEST, A DISTANCE OF 238.03 FEET; 9) THENCE RUN SOUTH 64°37'12" WEST, A DISTANCE OF 183.19 FEET; 10) THENCE RUN SOUTH 54°17'50" WEST, A DISTANCE OF 178.15 FEET; 11) THENCE RUN SOUTH 36°57'57" WEST, A DISTANCE OF 104.22 FEET; 12) THENCE RUN SOUTH 64°03'19" WEST, A DISTANCE OF 91.46 FEET; 13) THENCE RUN SOUTH 79°02'43" WEST, A DISTANCE OF 121.33 FEET; 14) THENCE RUN SOUTH 49°27'14" WEST, A DISTANCE OF 52.20 FEET; 15) THENCE RUN SOUTH 34°24'56" WEST, A DISTANCE OF 39.92 FEET; 16) THENCE RUN SOUTH 59°44'16" WEST, A DISTANCE OF 154.04 FEET; 17) THENCE RUN SOUTH 30°49'44" WEST, A DISTANCE OF 144.25 FEET; 18) THENCE RUN NORTH 87°27'56" WEST, A DISTANCE OF 58.62 FEET; 19) THENCE RUN SOUTH 85°40'21" WEST, A DISTANCE OF 48.94 FEET; 20) THENCE RUN SOUTH 18°42'44" EAST, A DISTANCE OF 63.68 FEET; 21) THENCE RUN SOUTH 14°30'36" WEST, A DISTANCE OF 130.54 FEET; THENCE DEPARTING SAID THREAD (CENTERLINE) OF SHADY BROOK, RUN NORTH 83°38'24" WEST, A DISTANCE OF 421.03 FEET, MORE OR LESS; THENCE RUN SOUTH 82°17'56" WEST, A DISTANCE OF 330.46 FEET; THENCE RUN NORTH 32°32'27" WEST, A DISTANCE OF 828.14 FEET; THENCE RUN NORTH 54°21'38" EAST, A DISTANCE OF 318.72 FEET; THENCE RUN NORTH 31°28'06" EAST, A DISTANCE OF 320.37 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 1; THENCE RUN SOUTH 89°46'19" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 1114.38 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 1; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°25'16" EAST, ALONG THE EAST LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 1, A DISTANCE OF 664.79 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 31; THENCE RUN NORTH 00°26'21" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 2659.09 FEET TO THE POINT OF BEGINNING.

AND:

PARCEL 21

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SUMTER, STATE OF FLORIDA, AND DESCRIBED AS FOLLOWS:

IN TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA:

SECTION 28: THE SE 1/4 OF THE SE 1/4

SECTION 31: ALL

SECTION 32: ALL

SECTION 33: ALL

SECTION 34: ALL

SECTION 35: ALL

SECTION 36: THE SW 1/4 OF THE NW 1/4 AND THE WEST ONE-HALF OF THE SW 1/4

AND:

IN TOWNSHIP 21 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA:

SECTION 2: ALL; LESS THE SE 1/4 OF THE SW 1/4 AND LESS THE SOUTH ONE-HALF OF THE SE 1/4

SECTION 3: ALL

SECTION 4: ALL

SECTION 5: ALL

SECTION 6: ALL

SECTION 7: ALL

SECTION 8: ALL

SECTION 9: NORTH ONE-HALF OF THE NE 1/4; AND

NORTH ONE-HALF OF THE NW 1/4; AND

THAT PORTION OF THE SW 1/4 OF THE NW 1/4 LYING WEST OF THE EASTERLY RIGHT-OF-WAY LINE OF THE FORMER CSX TRANSPORTATION, INC., RAILROAD; AND

THAT PORTION OF THE NORTH ONE-HALF OF THE NW 1/4 OF THE SW 1/4 LYING WEST OF THE EASTERLY RIGHT-OF-WAY LINE OF THE FORMER CSX TRANSPORTATION, INC., RAILROAD

SECTION 10: EAST ONE-HALF OF THE NE 1/4; AND

THE NW 1/4 OF THE NE 1/4; AND

THE NE 1/4 OF THE NW 1/4; AND

THE NW 1/4 OF THE NW 1/4

SECTION 11: THE WEST ONE-HALF OF THE NW 1/4; AND

THE NW 1/4 OF THE SW 1/4; AND

THE SE 1/4 OF THE NW 1/4

(LESS RIGHT-OF-WAY FOR STATE ROAD 471)

AND:

PARCEL 22

THAT PORTION OF COUNTY ROAD NO. 470 RIGHT-OF-WAY (A 100 FOOT WIDE PUBLIC RIGHT-OF-WAY PER STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-

WAY MAP, SECTION 18580-2601) LYING IN SECTIONS 10, 11, 12, 13, 14, AND 15, TOWNSHIP 20 SOUTH, RANGE 23 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 12; THENCE RUN NORTH 00°08'05" EAST, ALONG THE EAST LINE OF SAID SECTION 12, A DISTANCE OF 50.01 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 470; THENCE DEPARTING SAID EAST LINE, RUN NORTH 88°54'07" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 2172.34 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, RUN SOUTH 01°07'49" EAST, A DISTANCE OF 100.08 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 470; THENCE RUN ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) THENCE RUN NORTH 88°54'07" WEST, A DISTANCE OF 3226.94 FEET; 2) THENCE RUN NORTH 89°27'00" WEST, A DISTANCE OF 5370.13 FEET; 3) THENCE RUN NORTH 89°43'47" WEST, A DISTANCE OF 1615.44 FEET TO A POINT ON THE PROPOSED SOUTHEASTERLY RIGHT-OF-WAY LINE OF CENTRAL PARKWAY (A 100 FOOT WIDE PROPOSED RIGHT-OF-WAY), SAID POINT BEING A POINT ON A 2823.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 45°35'20" EAST AND A CHORD LENGTH OF 142.22 FEET; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, RUN NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°53'12", AN ARC DISTANCE OF 142.23 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 470; THENCE DEPARTING SAID PROPOSED SOUTHEASTERLY RIGHT-OF-WAY LINE, RUN ALONG SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 89°43'47" EAST, A DISTANCE OF 1514.39 FEET; 2) THENCE RUN SOUTH 89°27'00" EAST, A DISTANCE OF 5371.03 FEET; 3) THENCE RUN SOUTH 88°54'07" EAST, A DISTANCE OF 3223.53 FEET TO THE POINT OF BEGINNING.

AND:

PARCEL 23

THOSE LANDS LYING IN SECTION 16, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, AS DESCRIBED IN THE FOLLOWING INSTRUMENTS; OFFICIAL RECORDS BOOK 4102, PAGE 475, OFFICIAL RECORDS BOOK 4102, PAGE 492, OFFICIAL RECORDS BOOK 4204, PAGE 267 AND OFFICIAL RECORDS BOOK 4204, PAGE 378, ALL IN THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

EXHIBIT 8

GENERAL REQUIREMENTS AND DESIGN CRITERIA

EXHIBIT 8

GENERAL REQUIREMENTS AND DESIGN CRITERIA

The following are general requirements and design criteria for The Villages of Southern Oaks. Additional design requirements are set forth in The Villages Construction and Development Manual as amended. Amendments can be made only with the consent of the Developer and the City's Project Review Committee:

A. ARCHITECTURAL STANDARDS

- 1) The design of individual buildings will be representative of the architectural style established by the Developer for the community and will be subject to review and approval by The Villages of Southern Oaks Design Review Committee (DRC). These buildings may exhibit individual detailing for harmonious diversity and may vary in specific materials, finishes, and color palettes.
- 2) Specific Architectural Design Standards
 - a. All commercial electrical controls, meters, etc. shall be mounted on building walls, free standing wall or dumpster enclosure walls. Freestanding electrical "racks" shall be prohibited, unless specifically approved by DRC.
 - b. All commercial building-mounted boxes (i.e., electrical, irrigation control boxes, gas meters, etc.) and associated conduit and piping shall be painted to match the wall to which they are mounted, as permitted by the utility companies.
 - c. Exterior building lighting is permissible. Architectural lighting (fixtures attached to or integral with a building or structure) shall be selected or approved by the DRC.
 - d. Where dumpsters are required, enclosures shall be finished with materials, color, and detailing similar to the associated building. Dumpster enclosures that serve facilities that dispose of food waste or other organic materials shall be constructed with a drain and hose bib for wash down. Drains shall be connected to a grease trap.
 - e. Where required, Fire Department Connections (FDCs) must be located on the building structure wall (no remote FDCs) near other critical utilities (i.e., power disconnect, gas, etc.) that may need to be shut off in case of a fire, unless specifically approved by DRC.
 - f. Buildings that require a fire sprinkler system shall have backflow preventers located inside the building.
 - g. All commercial rooftop equipment shall be screened with parapets, landscape or architectural features.
 - h. All commercial ground-mounted HVAC equipment shall be screened with a structural and/or landscaped screen wall.

- i. All Project signage locations and design elements shall be determined and approved by The Villages of Southern Oaks DRC including the following:
 - i. Project “Welcome” signs
 - ii. Primary entry wall features and signage
 - iii. Secondary entry wall features and identification signage
 - iv. Directional signage
 - v. Occupant identification signs
 - vi. The Villages of Southern Oaks is exempt from the City’s sign ordinance and shall be consistent with signage criteria located within the existing Villages development.
- j. The Villages of Southern Oaks is exempt from the City’s noise ordinance provided notice is given to the City in instances that may violate said ordinance.
- k. All Project lighting shall be designed to meet the guidelines established by the Illumination Engineer’s Society of North America to provide safe lighting levels.

B. RESIDENTIAL AND NON-RESIDENTIAL

1) Single Family Detached Residential

- a. Minimum lot depth shall be 50 feet.
- b. Minimum lot width shall be 30 feet.
- c. Minimum front setback shall be zero feet with a minimum of 50 feet between structures (face of structure to face of structure)
- d. Minimum side yard setback: zero feet
- e. Minimum rear yard setback: zero feet
- f. Building separation shall be permitted at a minimum of 10 feet between structures.
- g. No limitation on maximum lot coverage shall apply.
- h. All setbacks shall be measured from the foundation or wall; however, eaves, roof overhangs, pilasters, and similar architectural features may protrude two (2) feet into a required setback. Air conditioning units, swimming pool filter pumps, patios, door stoops, steps, sidewalks and similar features shall not be considered as encroachments into setbacks.
- i. Minimum setback from contiguous property not within the Property: 10 feet except that such setbacks shall not apply to what is generally known as signs, sign towers, walls and other similar entry features and parking.

- j. Minimum setback to property owned by Developer: zero feet. Minimum setback to County or City collector, minor collector, or arterial road: 20 feet from road right of way (ROW). Minimum setback for State Roads: 20 feet from road ROW except that such setbacks shall not apply to what is generally known as signs, sign towers, walls and other similar entry features and parking.
- k. Minimum one (1) car parking shall be provided per residential unit. One (1) car garage requires a setback of 17' from the face of the garage to the right of way. A two (2) car garage requires a setback of 10' from the face of the garage to the right of way.

2) Multi-Family Residential

- a. Residential lot building setbacks for townhomes, apartments, ALF/ILF, condominiums, or other similar uses.
 - i. Minimum front setback: zero feet.
 - ii. Minimum side and rear yard setback: zero feet.
 - iii. Building separation shall be permitted at a minimum of 10 feet between structures.
- b. No limitation on maximum lot coverage shall apply. Maximum building height is 50 feet unless adequate fire protection is provided.

3) Commercial, Office and Industrial

- a. Maximum building height is 50 feet unless adequate fire protection is provided.
- b. No minimum lot size is required.
- c. No minimum lot width is required.
- d. No limitation on maximum lot coverage shall apply.
- e. Non-Residential Building setbacks:
 - i. Minimum front setback: zero feet.
 - ii. Minimum setback from contiguous property not within the Property: 10 feet except that such setbacks shall not apply to what is generally known as signs, sign towers, walls and other similar entry features and parking.
 - iii. Minimum setback to property owned by Developer: zero feet. Minimum setback to County or City collector, minor collector, or arterial road: 20 feet from road ROW. Minimum setback to State Roads: 20 feet from road ROW except that such setbacks shall not apply to what is generally known as signs, sign towers, wall and other similar entry features and parking.
- f. City of Wildwood Commercial Design District Standards: Due to the size of the Project and the undetermined locations of all non-residential areas, the City of Wildwood

Design District Standards are not required. However, the proposed non-residential areas shall be designed in a manner consistent with other non-residential areas within the existing Villages development.

- g. Food trucks are allowed within non-residential uses as a permanent use.
- h. Platting is not required for the development of non-residential property for transfer of single or multiple lot parcels; however, from time to time, as portions of the non-residential property are developed, the Developer or Owner may seek approval of a plat from the City which identifies lots, parcels, tracts, roadways, parking areas and stormwater systems which may be dedicated or conveyed to public entities or to remain in fee simple ownership.

4) Amenity/Recreational

- a. Minimum front yard setback shall be zero feet.
- b. Minimum side and rear yard setback: zero feet.
- c. Building separation shall be permitted at a minimum of 10 feet between structures.
- d. No limitation on maximum lot coverage shall apply.
- e. Maximum building height is 50 feet unless adequate fire protection is provided.
- f. Minimum setback to property owned by Developer: zero feet. Minimum setback to County or City collector, minor collector, or arterial road: 20 feet from road ROW. Minimum setback to State Roads: 20 feet from road ROW except that such setbacks shall not apply to what is generally known as signs, sign towers, wall and other similar entry features and parking.

5) Cell Towers

- a. Towers and wireless communication services shall have a setback of one half the height of the tower except those towers designed to collapse upon themselves.

6) Water Towers

- a. Water towers shall have a setback of one half the height of the tower except those towers designed to collapse upon themselves.

7) Mining within the Project will comply with section 3.20 of the City LDR.

C. RECREATIONAL VEHICLE DEVELOPMENT

1) Purpose

The purpose of this section, applying to Recreational Vehicle Developments (RVD), is to provide an environment in which recreational vehicles or dwellings may be located to enhance the enjoyment of leisure time activities and to provide a means whereby the use

occurring upon the land will be made more compatible with the surrounding properties. The following provisions shall apply to RVDs permitted by this Code.

2) Definition

An RVD shall include a parcel of land under unified management which has been planned, designed, and constructed for the placement of units for short-term, long-term, or permanent occupancy for recreational purposes.

3) A recreational vehicle (RV) shall include:

- a. Travel trailer - A vehicular, portable structure built on a chassis, designed as temporary living quarters for travel, recreation and vacation. This includes, but is not limited to: bumper pull, 5th wheel, sport utility, and various styles as pulled by a vehicle.
- b. Truck camper - A structure designed to be mounted on a truck chassis for use as temporary living quarters for travel, recreation, and vacation.
- c. Motor home - Constructed on a commercial truck chassis, a specially designed motor vehicle chassis, or a commercial bus chassis.
- d. Camping trailer - A canvas or other collapsible folding structure, such as pop-up, or tent trailer, mounted on wheels, designed as temporary living quarters for travel, recreation, and vacation use.
- e. Park model (or park trailer) - A transportable unit which has a body width not exceeding 14 feet which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances. Units constructed to ANAI A-19.5 shall not exceed 399 square feet. Units constructed to the U.S. Department of Housing and Urban Development standard shall not exceed 500 square feet. All measurements are to be taken along the exterior when in a setup mode. All "park trailers" must be set up and anchored as established by the Florida Building Code.
- f. Houseboat - A houseboat is a boat that has been designed or modified to be used primarily as a functional dwelling. Houseboats may or may not be motorized, and can be permanently moored to a fixed point attached to the land.

4) A recreational dwelling shall include:

- a. Cabin - A cabin is a small, permanent structure of no more than 1500 square feet designed to provide lodging in a recreational area.
- b. Tiny house - A tiny house is a small, permanent structure of no more than 500 square feet designed to provide lodging in a recreational area.
- c. Glamping dwelling - A glamping dwelling may include, but is not limited to, a permanent or semi-permanent structure with a membranous exterior that may or may not be connected to utilities, but is securely fastened to the ground.

- d. Tree house - An elevated, permanent platform structure used for lodging in a recreation area when connected to utilities necessary for operation of installed fixtures and appliances in or around treed areas.
- e. Hill House - A permanent structure set at or just below earth plain used for lodging in a recreation area when connected to utilities necessary for operation of installed fixtures and appliances and cover with earth.

5) Permit Process

- a. RVDs must go through the site plan approval process in this code.
- b. RVDs where units will be sold must also follow the Record Plat process.

6) General provisions

- a. RVDs shall be classified as a tourism-oriented mixed use development, with a combination of residential, commercial, and support uses in the ARD zoning district.
- b. As a condition of the site plan approval, the following uses may be permitted, but not limited to: commercial and non-commercial, recreation facilities (such as pavilions, sports courts, gathering spaces and structures, etc.), entertainment facilities, park offices, maintenance facilities, dumping stations, toilets, showers, laundry facilities, tourist-oriented retail developments, such as: retail sales establishments, personal service establishments, food service establishments with or without alcohol sales, child care centers, RV model units, or sales and service establishments, mobile home, single family detached or attached dwelling, enclosed storage structures and storage garage facilities. No such structures shall be located within any required setback, any required perimeter buffer, or any utility or drainage easement.
 - i. Such uses shall be conducted for the convenience of the occupants and guests of the RVD, and the public;
 - ii. Such retail establishments may be oriented to the interior or exterior of the RVD.

7) Specific provisions

- a. All RVDs shall contain a minimum of 10 acres.
- b. There shall be a building setback of 10 feet from any road right-of-way for any commercial building or accessory building.
- c. Property adjacent to federal, state, or county highways shall maintain a minimum building setback of 20 feet from the highway right-of-way for any structure or RV. The minimum building setback for property adjacent to interior roads is 10 feet.
- d. All RVs and additions shall have no side or rear setback, but must maintain 10 feet of building/RV separation.

- e. A well-maintained, landscaped buffer of at least five feet is required around the perimeter of the RVD.
- f. There is no minimum lot size, lot width, or lot depth.
- g. The density of 30 lots per acre may not be exceeded.
- h. Internal roadways must have a minimum width of 12 feet for one-way drives or 24 feet for two-way drives.
- i. Adequate trash disposal facilities or services shall be provided with easy access from each site.
- j. Each lot shall be identified by a marker clearly visible at a minimum distance of 20 feet.
- k. All structures, additions, and attachments located in the RVD must be constructed to meet standard building codes. Such additions and attachments shall include, but are not limited to: carports, storage sheds, cabanas, screen rooms, pull-out or tip-out units, skirting and awnings, pergolas, gazebos, and shall be permitted, except as qualified below:
 - i. No such addition or attachment shall be attached to any RV having a vehicular body length less than twenty feet.
 - ii. Additions and attachments may be designed to be removable. They may be attached to the RV and parking or patio pad.
 - iii. No such addition or attachment shall be located within any setback, any perimeter buffer of the RVD, or any utility or drainage easement.
 - iv. Additions or attachments may be connected to utilities, including, but not limited to: sewer, water, electric, and gas.
 - v. All additions and attachments must be properly permitted as required by state and local law.
- l. All “park trailers” or “park models” shall be required to obtain permits prior to set-up or connection to utilities, as pursuant to this code.

D. ROADWAYS AND PARKING

The concept for the local street system is a “soft” grid of curving streets. The geometry creates a unique neighborhood identity, relates to the existing land forms, provides for a more pedestrian-friendly environment, and improves street vistas. This Project is not required to provide any connectivity (vehicular or pedestrian) to any adjacent property or project.

1) Gated Access

The access points to the Project may be gated with resident-only gates by the Developer or its successors or assigns. All gates will open with a push button system allowing vehicular traffic to enter the project. All gates will allow public access.

2) Local Street Network

Project roadways shall meet the following minimum criteria which are clarifications and/or extensions of the regulations and requirements contained in the LDR.

- a. Pavement radii for residential streets, including those connecting to collector roadways, shall be 25 feet. ROW radii for residential streets shall be 20 feet. Minimum ROW may be 35 feet for all local and collector streets.
- b. Minimum intersection separation shall be 100 feet.
- c. There are no restrictions on the placement of residential driveways near intersections. However, residential driveways shall be placed on the minor street. Driveways shall be placed consistent with previous developments with The Villages.

Driveway permits will not be required to be submitted with each residence within the project. All residential driveways will comply with The Villages Construction & Development Manual, as amended.

- d. Roadways, except as otherwise stated in this Agreement, will be designed and classified based on the LDRs and as approved by the City Engineer.
- e. The Project is not required to provide sidewalks on streets. A multimodal and/or shared use path shall be provided within the Project.
- f. Pavers may be installed at crosswalks, entrance features, or other areas, within the right-of-way, to enhance the Project.
- g. Stop signs on local streets may be 24" in size.
- h. Villa type home products shall not require a turnaround for up to 750 feet.

3) Commercial Roadway Projects

Non-publicly dedicated roadways may be constructed from time to time pursuant to individual site plan approval without the need for platting. The layout for roadways within the property shall be depicted and approved on an individual basis. No minimum road centerline gradient is required where roadway drainage is provided that will prevent excess buildup of stormwater runoff and protect the public safety.

4) Golf Carts

Golf carts that meet the minimum equipment standards established by Florida State Statutes are allowed to utilize the roadways within the Project for all roadways signed 30 miles per hour or less and can operate between sunrise and sunset.

Golf carts that meet the minimum equipment standards established by Florida State Statutes and are equipped with additional equipment which includes headlights, brake lights, turn signals, a windshield, and reflective devices on the sides of the golf cart that could include reflective tape, are allowed to utilize the roadways within the Project for all roadways signed 30 miles per hour or less and can operate at any time day or night.

Golf cart access to or from city streets or multimodal paths outside the Project are not required and are prohibited unless explicitly approved by the Developer or its successors or assigns.

5) Road Right of Way

All roadways and road ROW will be dedicated to the City. The City will maintain all improvements within the ROW which include, but are not limited to, pavement, pavers, bridges, underground City-owned pipe utilities, storm drains, sidewalks, curbing, all street lights, traffic signals, and all required Manual on Uniform Traffic Control Devices (MUTCD) street signs. Tracts, Easements and other similar areas that are adjacent to the ROW can be combined with the ROW to meet minimum ROW width criteria. Local streets may have a 35' ROW with curbing being optional.

6) Existing Road Right of Way

The City will work with Developer to abandon/vacate existing ROW within the Project when necessary such as when ROW is deemed not needed by the Parties, never served as a road, or will no longer serve as a road due to proposed development.

7) Stormwater Management Systems

Except for those stormwater management systems within the City's right-of-way, the City shall have no obligation for the maintenance of stormwater management systems, and the Developer, or its assignees, hereby assumes maintenance of all improvements.

8) Parking Requirements

Parking within the project will be provided as detailed below:

Nonresidential Land Use	Required Parking Spaces Per Indicated Areas
1. Bowling Alley	3.0 Per lane
2. Church/Synagogue	1.0 Per 3 seats
3. Fiduciary Institutions	1.0 Per 300 sq.ft GFA
4. Hotel	1.1 per sleeping room or rental unit
5. Industrial	1.0 Per 750 sq.ft GFA
6. Manufacturing	1.0 Per 750 sq.ft. GFA devoted to manufacturing
7. Medical Center	1.0 Per 250 sq.ft GFA
8. Assisted Living/Skilled Nursing Facility/Memory Care	1.0 Per 4 beds

9. Independent Living Facility	To be determined by specific occupancy
10. Nightclub/Bar	1.0 Per 2.5 seats
11. Offices	3.0 Per 1,000 sq. ft GFA
12. Restaurant and Fast Food Establishment	1.0 Per 125 sq.ft of gross leasable area or 1.0 Per 2.5 seats, whichever is greater
13. Commercial or general retail independently located	1.0 Per 250 sq. ft of gross leasable area
14. Golf Driving Range	1.0 space per tee
15. Recreational Use	To be determined by specific occupancy
16. Public/Institutional Use	To be determined by specific occupancy
17. Mixed Use Shopping Center	
Under 400,000 sq. ft. GLA	3.5 Per 1,000 sq. ft. GLA
Over 400,000 sq.ft. GLA	3.0 Per 1,000 sq.ft. GLA
18. Storage areas	1.0 Per 2,000 sq.ft. GLA
19. Theater	1.0 Per 4 seats
20. Multi-Family	1.5 Per unit
21. Warehouse	1.0 Per 3,000 sq. ft. GFA

- a. Habitable Building Area shall not include stairways, alcoves, elevator and elevator shafts, mechanical closets and similar areas of a building. Parking within the Project shall be measured on an aggregate basis, and at the time of site plan submittal, the owner shall also supply documentation indicating that sufficient parking is currently provided, or will be constructed, pursuant to the Project depicted in the site plan.
- b. Once a structure has been constructed and parking provided pursuant to the requirements set forth in this Agreement, any subsequent reconstruction of the building not increasing the square footage of Habitable Building Area will not be required to document or comply with any parking requirement.
- c. Parking areas may be used as loading and unloading zones without striping or demarcation.
- d. On-street parallel parking may be constructed with a width of eight feet.
- e. Historical parking criteria can be used to modify the parking requirements and shall be approved by The Villages of Southern Oaks DRC.
- f. No approval from the City of Wildwood is required to modify parking criteria within The Villages of Southern Oaks and shared parking is permitted.
- g. Any proposed use not found within this section shall defer to The Villages of Southern Oaks DRC.

E. OPEN SPACE, LANDSCAPE DESIGN, AND BUFFERS

1) Open Space

The Project shall maintain a minimum of 25% open space consistent with the City's Comprehensive Plan. Open space shall include at a minimum passive and active recreational uses, buffers, stormwater ponds, recreation centers, wetlands/ other conservation areas, golf courses, parks, trails, and other easements/ tracts. A community development district (CDD), homeowner's association (HOA), property owners association (POA), or other private entity, must maintain all such elements unless such elements are dedicated to the public and such maintenance shall be determined by separate agreement of such dedication. Open space shall not include ROW (public or private), yards, or lots of record per plat, driveways, off-street parking areas, or other impervious surface areas that do not meet the criteria. Open space areas will be assigned within the Project as a whole, regardless of phase.

2) Landscape Design Objectives

The overall objective of landscape design in the Project is to create a unique and instantly recognizable setting with a consistent sense of design character for the various uses, facilities, and common areas within the community. The landscape treatment may vary in character based on the specific architectural design. The scale and extent of the landscaping will reflect that of the building, site, and setting, as well as that of other sites in the vicinity. The consistency of the landscaping is intended to add an image of quality to the community and to unite the various uses and facilities within the Project through consistency of materials and continuity of design.

The design of all landscaping and irrigation within the community will occur via a review and approval process administrated by the DRC. Therefore, individual landscape plans are not required to be submitted to the City. However, the City acknowledges the level of landscaping shall remain substantially consistent with other projects within Villages developments in the City of Wildwood, including The Villages of Wildwood, Village of Fenney, and The Villages of Southern Oaks.

For optimum creativity and quality, this process must be somewhat subjective, thus a limited amount of specific criteria can be cited herein. The design effect will be defined and perpetuated by completed areas within the community as they are built. The DRC will require the same design approach for all subsequent facilities in the project, including outparcels developed by others.

3) Buffer Requirements

- a. The Project shall include a 20-foot perimeter landscape buffer easement/ tract along the boundary lines. Where landscaped open space, recreation, golf, wetlands, upland buffers, or other conservation areas are located along the property boundary, no perimeter landscape buffer is required. No perimeter buffer shall be required for portions of the property that are adjacent to compatible uses being constructed by the same developer.

- b. The 20-foot perimeter landscape buffer may be reduced to zero feet if an approximate six-foot high wall or opaque fence is installed, for which no landscaping is required. Walls or opaque fences may be constructed within project setbacks.
- c. No onsite landscape buffer shall be required between internal parcels or uses. No landscape buffers shall be required along perimeters of the Project abutting properties not owned by the Developer with similar land uses.
- d. Stormwater ponds, existing topographic depressions, grading, and compensating storage areas shall be allowed within the perimeter landscape buffer.
- e. Where 20-foot perimeter landscape buffer is required on residential home sites, the landscape, wall/fence and irrigation shall be installed with each home construction.

4) Maintenance of Common Areas

Maintenance and repair of structures, lawn mowing, and landscaping maintenance of all common areas within the Project shall be owned and maintained by the POA, HOA and/or a CDD, at no cost or obligation to the City. The Developer/ owner shall create guidelines for the maintenance of common areas.

F. POTABLE WATER, SANITARY SEWER, EFFLUENT AND IRRIGATION

1) Potable Water, Sanitary Sewer and Effluent Disposal

The potable water, sanitary sewer and effluent disposal system shall be designed to meet the applicable utility provider's specifications. Additionally, the City acknowledges that the non-city utility may utilize portions of the public stormwater conveyance system to transfer captured stormwater and re-use water as defined by FDEP within the interconnected stormwater basin system via gravity flow and pressure pipe to improve water conservation.

2) Irrigation

The irrigation system shall be designed to meet the applicable utility provider's specifications including not required for specific housing projects.

EXHIBIT 9

VOSO APPLICATIONS



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

Revised 4/2022

Staff Use Only

Case No.: _____

Fee Paid: _____

Receipt No.: _____

VOSO - Master 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.

List Parcel Number(s): _____

Required Submittal Items: All submittals require an electronic copy with all below materials submitted in PDF format.

Note: All electronic files **MUST** be numbered and labeled as shown above. Failure to include the above supporting documentation will delay processing of your application package.

*Master Plan Application Fee - \$2,000, 3rd & subsequent resubmittals - \$1,000 each

- | | |
|---|--|
| ☐ A.0 Master Plan Application* | ☐ B.1 Master Plan, 24" x 36" |
| ☐ A.1 Property Card Printout (Include Parcel ID) | ☐ B.2 Sketch & Description Master Plan Parcel |
| ☐ A.2 Current Deed | ☐ B.2 Boundary Survey Parent Parcel |
| ☐ A.3 Aerial Photo / FEMA** | |
| ☐ A.5 Legal Description (Microsoft Word format) Master Plan Parcel | |
| ☐ A.6 Authorized Agent Form (as necessary) | |

****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

Attached to this application is a list of **REQUIRED** data, documents and forms for each application type as well as the adopted fee schedule. These items must be included when submitting the application package. Failure to include the supporting data will deem your application package **INCOMPLETE** and will not be processed for review. Per Sec. 14-3 of the Wildwood Code of Ordinances, all charges for engineering plan review, site inspections/visits, and other engineering services deemed necessary shall be paid by the developer at cost.

Signature: _____ Print Name: _____ Date: _____

If application is being submitted by any person other than the legal owner(s) of the property, the applicant must provide a notarized Authorized Agent form (available on the City's Website) from the owner to submit application.



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.: _____

VOSO - 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.

List Parcel Number(s): _____

Required Submittal Items: All submittals require an electronic copy with all below materials submitted in PDF format.

Note: All electronic files **MUST** be numbered and labeled as shown above. Failure to include the above supporting documentation will delay processing of your application package.

(Qgrc Plan Application Fee - \$2,000, 3rd & subsequent resubmittals - \$1,000 each

☐ A.0 Site Plan Application*

☐ B.2 Two (2) Sets of Plans, 24" x 36" C.4

☐ A.3 Aerial Photo/FEMA**

☐ Stormwater Calculations (as applicable)

☐ A.6 Legal Description (Word format)

☐ A.7 Authorized Agent Form, if 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.

Njc_qc bcqapg`c wmsp pcosqqr gl bcr_gj8 _____

Required Documents & Fees

Attached to this application is a list of **REQUIRED** data, documents and forms for each application type as well as the adopted fee schedule. These items must be included when submitting the application package. Failure to include the supporting data will deem your application package **INCOMPLETE** and will not be processed for review. Per Sec. 14-3 of the Wildwood Code of Ordinances, all charges for engineering plan review, site inspections/visits, and other engineering services deemed necessary shall be paid by the developer at cost.

Signature: _____ Print Name: _____ Date: _____



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.: _____

VOSO - Subdivision Improvement 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.

List Parcel Number(s): _____

Required Submittal Items: All submittals require an electronic copy with all below materials submitted in PDF format.

Note: All electronic files **MUST** be numbered and labeled as shown above. Failure to include the above supporting documentation will delay processing of your application package.

***Improvement Plan Application Fee - \$1,075, 3rd & subsequent resubmittals - \$537.50 each**

- | | |
|---|---|
| ☐ A.0 Improvement Plan Application* | ☐ B.2 Plan Set, 24" x 36" (Also Provide Two (2) Hard Copies) |
| ☐ A.3 Aerial Photo/FEMA** | ☐ C.4 Stormwater Calculations (as applicable) |
| ☐ A.6 Legal Description (Word Format) | |
| ☐ A.7 Authorized Agent Form, if 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

Attached to this application is a list of **REQUIRED** data, documents and forms for each application type as well as the adopted fee schedule. These items must be included when submitting the application package. Failure to include the supporting data will deem your application package **INCOMPLETE** and will not be processed for review. Per Sec. 14-3 of the Wildwood Code of Ordinances, all charges for engineering plan review, site inspections/visits, and other engineering services deemed necessary shall be paid by the developer at cost.

Signature: _____ Print Name: _____ Date: _____



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

Revised 4/2022

Staff Use Only

Case No.: _____

Fee Paid: _____

Receipt No.: _____

VOSO - Subdivision Final Plat Application

Contact Information:

Applicant Name: _____ Phone: _____

Address: _____ E-mail: _____

Owner Name: _____ Phone: _____

Address: _____ E-mail: _____

Surveyor 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.

List Parcel Number(s): _____

Required Submittal Items: All submittals require an electronic copy with all below materials submitted in PDF format.

Note: All electronic files **MUST** be numbered and labeled as shown above. Failure to include the above supporting documentation will delay processing of your application package.

***Final Plat Application Fee - \$700, 3rd & subsequent resubmittals - \$350 each**

- | | |
|--|--|
| ☐ A.0 Final Plat Application* | ☐ B.1 Signed and Sealed Boundary Survey |
| ☐ A.3 Aerial Photo/Location Map** | ☐ B.2 Plan Set, 24" x 30" |
| ☐ A.6 Legal Description (Microsoft Word format) | ☐ E.2 Declaration, Covenants & Restrictions |
| ☐ A.7 Signed, Notarized Authorized Agent Form If applicable | ☐ E.3 Title Certificate |

****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

Attached to this application is a list of **REQUIRED** data, documents and forms for each application type as well as the adopted fee schedule. These items must be included when submitting the application package. Failure to include the supporting data will deem your application package **INCOMPLETE** and will not be processed for review. Per Sec. 14-3 of the Wildwood Code of Ordinances, all charges for engineering plan review, site inspections/visits, and other engineering services deemed necessary shall be paid by the developer at cost.

Signature: _____ Print Name: _____ Date: _____



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

VOSO- Record Drawing Clearance Procedures

Date: _____

Project Name: _____

The following items are required to be submitted to the City in one complete package:

- ☐ One (1) ORIGINAL Engineering of Record Certification of Completion on City of Wildwood form
- ☐ One (1) COPY of above Engineering of Record Certification of Completion
- ☐ Four (4) hard copies of sealed Record Drawings.
- ☐ Two (2) hard copies of all sealed original material testing lab reports.
- ☐ Two (2) hard copies of FDEP final clearance acceptance for potable water and sanitary sewer system, if applicable
- ☐ Two (2) CD copies of all above materials

Following review of the above items by the City Engineer, the City Engineer will review for completeness. Once the above items are found to be acceptable, a field inspection will be conducted by the City Engineer and a final punch list will be issued which must be satisfactorily completed prior to final acceptance of the site improvements.



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

VOSO - Final Construction Clearance Procedures

Date: _____

Project Name: _____

Final Acceptance of Site Plans and Subdivisions

The following items are required to be submitted to the City in one complete package:

- ☐ Two (2) hard copies of sealed final as-builts.
- ☐ Two (2) hard copies of certification letter to the City certifying that the constructed stormwater ponds have adequate volume for the project being certified complete.
- ☐ Two (2) hard copies of clearance forms from any other applicable permitting agencies, if possible (FDOT, etc)
- ☐ Two (2) CD copies of all above materials

Note: Please include all of the above checklist items. If any of the items do not apply to your project, please write "N/A" and explain in the notes section below. Failure to submit this checklist with your clearance package will result in a delay in processing.



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

VOSO- Engineer's Certification of Satisfactory Completion

City of Wildwood
 100 N Main Street
 Wildwood, Florida 34785

Project Name: _____

Applicant Name: _____

I hereby certify to the City of Wildwood that the above referenced project has been fully and satisfactorily completed in accordance with the approved plans and permits, and the provisions of the Land Development Code or VOSO Development Agreement.

This Certification is made based on site observations by me and/or others under my responsible charge, review of certified material testing reports, and review of record drawings prepared by a registered engineer.

I am forwarding herewith two (2) copies of the certified material testing reports and four (4) prints of the RECORD DRAWING which shows the improvements as constructed including dimensions and elevations. The RECORD DRAWING has been certified as correctly indicating actual conditions of construction.

By _____

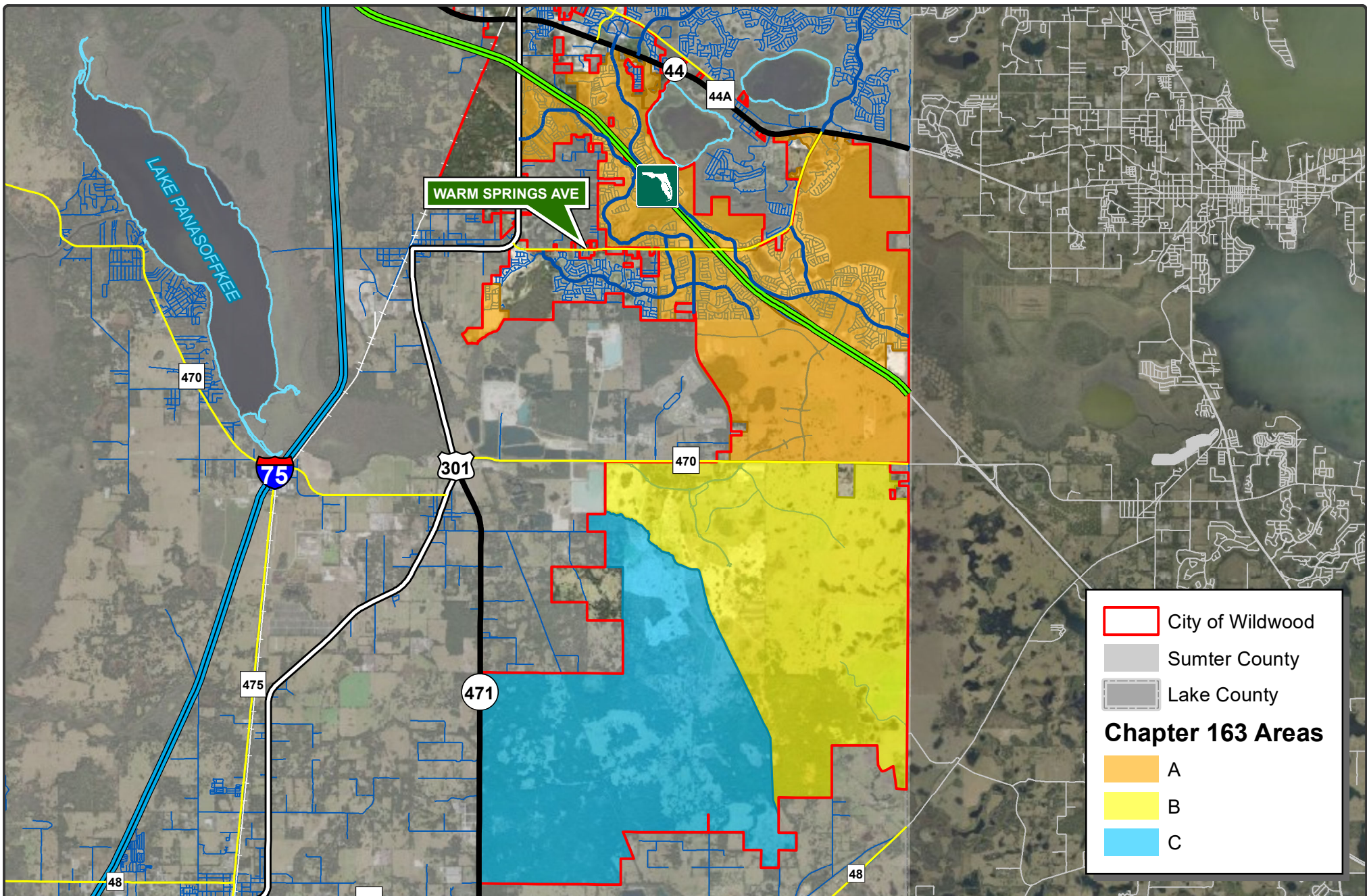
(Typed Name)

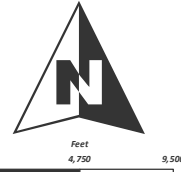
Registered Engineer No. _____

SEAL REQUIRED

STATE OF FLORIDA

DATE: _____



 WILDWOOD FLORIDA	CITY OF WILDWOOD 100 North Main Street Wildwood, FL 34785 Phone: (352) 330-1330 www.wildwood-fl.gov	 Feet 0 4,750 9,500	THE VILLAGES OF SOUTHERN OAKS 163 AGREEMENT 9TH AMENDMENT	MAP 1B LOCATION MAP JUNE 2022
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CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: CP 2203-005 VOSO 9th Amendment - ADOPTION HEARING

REQUESTED ACTION: Special Magistrate recommends approval.

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

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

Case #	CP 2203-005 VOSO 9th Amendment
Ordinance #	O2022-29
Applicant/Owner	VCW Development, LLC/The Villages Land Company, LLC/The Villages Land Operating Company/The Villages Development Company, LLC/Buffalo Hide & Cattle Company, LLC/Jacquelyn Bendel/Sumter County Board of County Commissioners
Property Location	South of SR 44 and east of Meggison Rd., south of SR 44 and west of Morse Blvd., and south of EC 470 and north of EC 470 on Marsh Bend Trail
Parcel Number(s)	G16-009, G16-010, G16-063, G16-066, G16D007, portion of G23-008A, K10-009, K13-003, K13-004, K13-005, K13-007, K13-011, K13-013, K13-017, K13-018, K13-031, K13-040, K20-007, K20-008, K20-009, K20-010, K29-003 & K29-027 as well as CR 470 ROW
Date	7/5/2022

Requested Action(s):

1. Revise Future Land Use Element Policy 1.1.23 (now Policy 1.5.5) to remove the acreage and map from this Policy.
2. Re-designate approximately 643 acres on the City's Future Land Use Map to the Age-Restricted Development (ARD) land use category

The applicant seeks approval from the City Commission for adoption of a Large Scale Comprehensive Plan Map Amendment as noted above. This request was received when the City of Wildwood's 2035 Comprehensive Plan was in effect. However, the City of Wildwood's 2050 Comprehensive Plan went into effect June 27, 2022 and FLU Policy 1.1.23 is now Policy 1.5.5 and this current policy contains this requested revision.

SUMMARY: The proposed amendment is the Ninth Amendment to The Villages of Southern Oaks, a master planned mixed-use project located in southern Wildwood. This amendment will continue to fill in the project boundary, adding properties purchased by The Villages and recently annexed into the city. The applicant is proposing to amend the Future Land Use Map designation on a total of 643 acres from LDR, LMDR, COM, AG-5 (City) and AG (Sumter County) to Age Restricted Development (ARD) (City). The amendment also proposes to revise FLUE Policy 1.1.23 (now Policy 1.5.5) to remove the acreage and map from the Policy. This request is accompanied by rezoning request RZ 2203-005.

ANALYSIS: The Villages of Southern Oaks is an age restricted mixed-use master planned community that includes residential, non-residential, office and government land uses. The Villages has historically incorporated elements of urban design that include buildings that create a sense of place; public spaces where residents come together and enjoy events; streets that connect spaces and places; a transportation system that includes roads and multi-use paths to encourage walking and biking; and landscaping that defines the character of the development.

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

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

The Villages has provided an application that includes details of natural features, cultural resources, and land use and compatibility. The Villages has also provided a Consistency Analysis demonstrating the consistency of the proposed map amendment with the City of Wildwood Comprehensive Plan.

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

The proposed amendment as presented is not inconsistent with the goals, objectives and policies of the Comprehensive Plan. The subject properties are currently vacant, undeveloped and is located in the City of Wildwood's urban service area. The proposed amendment is consistent with Future Land Use Policies 1.1.22 (now Policy 1.5.4) and 1.1.23 (now Policy 1.5.5).

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

The proposed amendment is not considered urban sprawl nor does it exemplify an energy inefficient land use pattern. The purpose of the proposed amendment is to continue to fill in The Villages project boundary, adding properties recently purchased by The Villages.

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

Development of the subject properties will follow all requirements imposed by City, State and Federal permitting agencies. Any impacts to environmentally sensitive systems will be mitigated in compliance with State and Federal permitting regulations.

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

The proposed amendment is a continuation of The Villages development with a mixture of uses provided to serve the daily needs of the residents. No increase in entitlements is proposed by this amendment as the existing entitlements will be spread over the

additional properties. The revision to FLUE Policy 1.1.23 (now Policy 1.5.5) removes reference to acreage and reference to the project map.

Transportation: The subject properties will benefit from internal connections between uses. A combination of transportation opportunities will be provided including automobile, golf cart, bicycle and pedestrian travel.

Potable Water & Sewer: The subject properties will be served by Gibson Place Utilities.

Schools: The subject properties will be served by The Villages and Sumter County Schools, when required. Per the Chapter 163 Development Agreement, the developer will coordinate with the Sumter County School Board to address school capacity at the time of development of non-age restricted dwelling units.

Per F.S. Chapter 163.3177(6)(a)9a any amendment to the Future Land Use element shall discourage urban sprawl based on the following criteria:

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

The proposed amendment does not promote low-intensity or low-density development. The Villages will be planned as a mixed-use, master planned community. This includes providing the types of uses on-site to provide for the daily needs of its residents including employment, shopping and recreation. The land uses needed to support the residents will be included within the development. In addition, the development is a logical extension of The Villages, and all of the amendment boundary is already approved for urban development or adjoins lands approved for urban development.

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

The subject properties are located on properties contiguous to the planned future development of The Villages of Southern Oaks, which is already approved for urban development.

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

The subject properties do not promote or allow urban development in radial, strip or ribbon patterns. The addition of the subject properties is a logical extension of the City of Wildwood and The Villages. The proposed amendment will provide a master planned development pattern consistent with The Villages communities. In addition, the amendment boundary is already designated for urban development or adjoins lands approved for urban development.

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

The supporting analysis demonstrates that the properties are suitable for urban uses. The proposed amendment will protect natural resources consistent with the city, State and Federal regulatory requirements. Any adverse impacts to natural features will be fully offset through management or mitigation in accordance with the applicable State and Federal regulations.

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

The proposed amendment boundary is already designated for urban uses or adjoins urban uses. The general pattern for all of these lands has been converting to urban development and will make long-term agriculture very hard to sustain.

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

The subject properties are within the water and sewer service area of the City of Wildwood and will be served by Gibson Place Utilities, or its assigns as development expands further south. Projects within The Villages are required to develop with water and sewer service and these lands are a logical extension of these services since The Villages already services the surrounding area. As the subject properties are an extension of The Villages development, it is expected that the subject properties will utilize Gibson Place Utilities for water and sanitary sewer.

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

The subject properties are an extension of The Villages development and will likely use Gibson Place Utilities for water and sanitary sewer. The subject properties have been annexed into the City of Wildwood and other city services will be provided to the subject properties as appropriate.

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

The subject properties were recently annexed into the City as the properties were either contiguous to the City limits or within the City's JPA. The Villages, in coordination with the city, has been planning for urban services for these lands. The proposed site will be served by the City of Wildwood, or The Villages, or its assigns. The land use pattern for the subject properties is a logical extension of the City's boundary and does not result in increased cost due to inefficient land use patterns. The increase in cost will be due to the increase in demand for services as is required with any development at any location.

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

The subject properties are a logical expansion of the City and establishes the future development pattern expansion that has been planned by the City for some time with the approval of multiple DRI projects in Southern Wildwood and the inclusion of these lands in the Joint Planning Agreement (JPA) between the City of Wildwood and Sumter County.

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

The proposed amendment does not discourage infill development or redevelopment of existing neighborhoods or communities. The Villages is a unique age-restricted community that generates its demand from retirees throughout the United States. The Villages development encourages infill development by creating the demand for a workforce to serve the various needs of The Villages community.

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

The community will require a mixture of uses and plan for the integration of these uses including encouraging various modes of transportation within the community to access the commercial areas.

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

The proposed amendment will include internal connections between uses providing a high level of accessibility. Interconnection will include a combination of transportation opportunities and not simply the automobile. Golf cart, bicycle and pedestrian travel will also be promoted within the development of the subject properties.

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

The proposed amendment will meet the open space requirements.

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

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

The applicant will protect natural resources on site consistent with City, State and Federal regulations.

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

The applicant will be extending existing infrastructure to serve the subject properties.

(III) Promotes walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of housing choices and a multimodal transportation system, including pedestrian, bicycle, and transit, if available.

The applicant proposes compact, walkable Town Centers, multimodal paths and interconnected roadways for accessibility.

(IV) Promotes conservation of water and energy.

The urban design principles proposed for the subject properties will conserve water and energy.

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

Open space requirements will be met and recreation opportunities will be provided on the subject properties.

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

The applicant proposes to have residential, non-residential, office and government land uses.

(VIII) Provides uses, densities, and intensities of use and urban form that would remediate an existing or planned development pattern in the vicinity that constitutes sprawl or if it provides for an innovative development pattern such as transit-oriented

developments or new towns as defined in s. 163.3164.

The applicant proposes to develop the subject properties based on the new town principles as defined in F.S. Chapter 163.3164(33) and will provide a master development plan to guide development of the subject properties.

CONCLUSIONS/RECOMMENDATIONS:

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

After state review, the Department of Economic Opportunity has no comment on the proposed amendment as noted in the attached letter. The proposed amendment is presented for adoption by the City Commission.

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

Roxann Read, AICP, CFM
Development Services Assistant Director

ORDINANCE NO. O2022-29

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

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

Parcels G16-009, G16-010, G16-063, G16-066, G16D007, portion of G23-008A, K10-009, K13-003, K13-004, K13-005, K13-007, K13-011, K13-013, K13-017, K13-018, K13-031, K13-040, K20-007, K20-008, K20-009, K20-010, K29-003 & K29-027 as well as CR 470 ROW

VCW Development, LLC/The Villages Land Company, LLC/The Villages Land Operating Company/The Villages Development Company, LLC/Buffalo Hide & Cattle Company, LLC/Jacquelyn Bendel/Sumter County Board of County Commissioners (APPLICANTS/OWNERS)
643.7 Acres +/-

LEGAL DESCRIPTION:

AREA 1:

PARCEL 2:

THAT PORTION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA LYING WITHIN THE FOLLOWING LANDS:

LYING SOUTH OF STATE ROAD NO. 44

LYING EASTERLY AND NORTHEASTERLY OF WILLIAMSBURG LANE (ALSO KNOWN AS FLAMINGO BOULEVARD, PER HEARTY HOST LAKE RESORT, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 57, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA)

LYING NORTH OF SPRINGFIELD WAY (ALSO KNOWN AS BLUEGILL STREET PER HEARTY HOST LAKE RESORT, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 57, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, WATER WHEEL ADULT MOBILE HOME COMMUNITY & R.V. PARK UNIT NO. 1, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGE 40, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA AND WATER WHEEL ADULT MOBILE

HOME COMMUNITY & R.V. PARK UNIT NO. 2, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGES 63 AND 63A, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA)

LYING NORTH OF LOT 1, BLOCK A, OF WATER WHEEL ADULT MOBILE HOME COMMUNITY & R.V. PARK UNIT NO. 2, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGES 63 AND 63A, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

LESS AND EXCEPT:

LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2932, PAGE 793, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA

ALSO LESS AND EXCEPT:

LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2759, PAGE 168, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA

ALSO LESS AND EXCEPT:

LANDS DESCRIBED IN RIGHT-OF-WAY DEED RECORDED IN OFFICIAL RECORDS BOOK 4204, PAGE 293, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

ALSO LESS AND EXCEPT:

LANDS DESCRIBED IN RIGHT-OF-WAY DEED RECORDED IN OFFICIAL RECORDS BOOK 4204, PAGE 304, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

ALSO LESS AND EXCEPT:

LANDS DESCRIBED IN RIGHT-OF-WAY DEED RECORDED IN OFFICIAL RECORDS BOOK 4204, PAGE 327, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

TOGETHER WITH:

THAT PORTION OF FLAMINGO BOULEVARD, NOW KNOWN AS WILLIAMSBURG LANE, AS SET FORTH ON THAT CERTAIN PLAT OF HEARTY HOST LAKE RESORT, RECORDED IN PLAT BOOK 3, PAGE 57, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA AND DESCRIBED AS WILLIAMSBURG LANE, AS SET FORTH IN THAT CERTAIN PLAT OF HEARTY HOST LAKE RESORT UNIT 2, RECORDED IN PLAT BOOK 4, PAGE 62, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, LYING NORTH OF A NORTHEASTERLY RADIAL EXTENSION OF THE SOUTHEASTERLY LINE OF LOT 2, BLOCK A, OF SAID HEARTY HOST LAKE RESORT UNIT 2, AND LYING SOUTH OF STATE ROAD 44.

AND

PARCEL 3:

THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, LYING SOUTH OF STATE ROAD 44, AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 LYING NORTH AND WEST OF THE SUBMERGED LANDS OF LAKE OKAHUMPKA, LESS ROAD-RIGHT-OF WAY, ALL IN SECTION 16, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

LESS AND EXCEPT:

LANDS DESCRIBED IN CORRECTIVE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1882, PAGE 793, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

ALSO LESS AND EXCEPT:

ALL OF WATER WHEEL ADULT MOBILE HOME COMMUNITY & R.V. PARK UNIT NO. 1, AS PER PLAT THEREOF

RECORDED IN PLAT BOOK 4, PAGE 40, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

ALSO LESS AND EXCEPT:

ALL OF WATER WHEEL ADULT MOBILE HOME COMMUNITY & R.V. PARK UNIT NO. 2, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGE 63, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

ALSO LESS AND EXCEPT:

ALL OF HERITAGE WOOD 'N LAKES ESTATES, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGE 61, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

ALSO LESS AND EXCEPT:

LANDS DESCRIBED IN RIGHT-OF-WAY DEED RECORDED IN OFFICIAL RECORDS BOOK 4204, PAGE 267, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

ALSO LESS AND EXCEPT:

LANDS DESCRIBED IN RIGHT-OF-WAY DEED RECORDED IN OFFICIAL RECORDS BOOK 4204, PAGE 378, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

LESS AND EXCEPT:

LANDS DESCRIBED IN RIGHT-OF-WAY DEED RECORDED IN OFFICIAL RECORDS BOOK 4102, PAGE 475, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

AREA 2:

THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS THAT PART LYING EASTERLY OF THE EASTERLY BOUNDARY OF THE 100 FEET WIDE ACCESS EASEMENT AS DESCRIBED BELOW:

THE EASTERN BOUNDARY OF THE INGRESS, EGRESS AND UTILITIES EASEMENT IS DESCRIBED AS FOLLOWS:

BEGINNING IN THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 20 SOUTH, RANGE 23 EAST, IN SUMTER COUNTY, FLORIDA, AT THE POINT OF INTERSECTION BETWEEN THE SOUTHERN BOUNDARY OF COUNTY ROAD 526 AND THE WESTERN BOUNDARY OF THE BRENDA R. AND DORIS L. SOVERCOOL LOT, AS RECORDED IN O.R. BOOK 645, PAGE 388; THENCE SOUTHERLY ALONG THE WESTERN BOUNDARY OF THE SOVERCOOL LOT TO ITS POINT OF INTERSECTION WITH THE SOUTHERN BOUNDARY OF THE SOVERCOOL LOT; THENCE SOUTHERLY ALONG THE EASTERN BOUNDARY OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 20, TO A POINT 505 FEET NORTH OF THE EAST-WEST HALF SECTION LINE OF SECTION 20; THENCE SOUTHEASTERLY TO A POINT IN THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 20 BEING THE POINT OF INTERSECTION OF A LINE 2,240 FEET EAST OF THE WESTERN BOUNDARY OF SECTION 20, AND A LINE 1,040 FEET SOUTH OF THE EAST-WEST HALF SECTION LINE OF SECTION 20; THENCE SOUTHERLY TO A POINT IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 20 BEING THE POINT OF INTERSECTION OF A LINE 2,240 FEET-EAST OF THE WESTERN BOUNDARY OF SECTION 20, AND A LINE 1,520 FEET SOUTH OF THE EAST-WEST HALF SECTION LINE OF SECTION 20; THENCE SOUTHEASTERLY TO THE POINT OF INTERSECTION BETWEEN THE NORTHERN BOUNDARY LINE OF SECTION 29 WITH THE NORTH-SOUTH HALF SECTION LINE OF SECTION 29; THENCE SOUTHERLY ALONG THE NORTH-SOUTH HALF SECTION LINE OF SECTION 29 TO THE POINT OF ENDING 100 FEET SOUTH OF THE EAST-WEST HALF SECTION LINE OF SECTION 29, THE 100 FOOT WIDE INGRESS, EGRESS AND UTILITIES EASEMENT LIES WEST OF, AND PARALLEL WITH THE AFORE DESCRIBED EASTERN BOUNDARY OF THE INGRESS, EGRESS, AND UTILITIES EASEMENT.

TOGETHER WITH:

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER

COUNTY, FLORIDA, LESS THAT PART LYING EASTERLY OF THE EASTERLY BOUNDARY OF THE 100-FOOT-WIDE ACCESS EASEMENT AS DESCRIBED BELOW:

THE EASTERN BOUNDARY OF THE INGRESS, EGRESS AND UTILITIES EASEMENT IS DESCRIBED AS FOLLOWS:

BEGINNING IN THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 20 SOUTH, RANGE 23 EAST, IN SUMTER COUNTY, FLORIDA, AT THE POINT OF INTERSECTION BETWEEN THE SOUTHERN BOUNDARY OF COUNTY ROAD 526 AND THE WESTERN BOUNDARY OF THE BRENDA R. AND DORIS L. SOVERCOOL LOT, AS RECORDED IN O.R. BOOK 645, PAGE 388; THENCE SOUTHERLY ALONG THE WESTERN BOUNDARY OF THE SOVERCOOL LOT TO ITS POINT OF INTERSECTION WITH THE SOUTHERN BOUNDARY OF THE SOVERCOOL LOT; THENCE SOUTHERLY ALONG THE EASTERN BOUNDARY OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 20, TO A POINT 505 FEET NORTH OF THE EAST-WEST HALF SECTION LINE OF SECTION 20; THENCE SOUTHEASTERLY TO A POINT ON THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 20 BEING THE POINT OF INTERSECTION OF A LINE 2,240 FEET EAST OF THE WESTERN BOUNDARY OF SECTION 20, AND A LINE 1,040 FEET SOUTH OF THE EAST-WEST HALF SECTION LINE OF SECTION 20; THENCE SOUTHERLY TO A POINT IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 20 BEING THE POINT OF INTERSECTION OF A LINE 2,240 FEET EAST OF THE WESTERN BOUNDARY OF SECTION 20, AND A LINE 1,520 FEET SOUTH OF THE EAST-WEST HALF SECTION LINE OF SECTION 20; THENCE SOUTHEASTERLY TO THE POINT OF INTERSECTION BETWEEN THE NORTHERN BOUNDARY LINE OF SECTION 29 WITH THE NORTH-SOUTH HALF SECTION LINE OF SECTION 29; THENCE SOUTHERLY ALONG THE NORTH-SOUTH HALF SECTION LINE OF SECTION 29 TO THE POINT OF ENDING 100 FEET SOUTH OF THE EAST-WEST HALF SECTION LINE OF SECTION 29, THE 100 FEET WIDE INGRESS, EGRESS AND UTILITIES EASEMENT LIES WEST OF, AND PARALLEL WITH THE AFORE DESCRIBED EASTERN BOUNDARY OF THE INGRESS, EGRESS, AND UTILITIES EASEMENT.

TOGETHER WITH:

THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, TOGETHER WITH THAT PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 20 LYING EAST OF THE EASTERLY BOUNDARY OF THE 100 FEET WIDE ACCESS EASEMENT AS DESCRIBED BELOW:

THE EASTERN BOUNDARY OF THE INGRESS, EGRESS AND UTILITIES EASEMENT IS DESCRIBED AS FOLLOWS:

BEGINNING IN THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 20 SOUTH, RANGE 23 EAST, IN SUMTER COUNTY, FLORIDA, AT THE POINT OF INTERSECTION BETWEEN THE SOUTHERN BOUNDARY OF COUNTY ROAD 526 AND THE WESTERN BOUNDARY OF THE BRENDA R. AND DORIS L. SOVERCOOL LOT, AS RECORDED IN OR BOOK 645, PAGE 388; THENCE SOUTHERLY ALONG THE WESTERN BOUNDARY OF THE SOVERCOOL LOT TO ITS POINT OF INTERSECTION WITH THE SOUTHERN BOUNDARY OF THE SOVERCOOL LOT; THENCE SOUTHERLY ALONG THE EASTERN BOUNDARY OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 20, TO A POINT 505 FEET NORTH OF THE EAST-WEST HALF SECTION LINE OF SECTION 20; THENCE SOUTHEASTERLY TO A POINT IN THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 20 BEING THE POINT OF INTERSECTION OF A LINE 2,240 FEET EAST OF THE WESTERN BOUNDARY OF SECTION 20, AND A LINE 1,040 FEET SOUTH OF THE EAST-WEST HALF SECTION LINE OF SECTION 20; THENCE SOUTHERLY TO A POINT IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 20 BEING THE POINT OF INTERSECTION OF A LINE 2,240 FEET EAST OF THE WESTERN BOUNDARY OF SECTION 20, AND A LINE 1,520 FEET SOUTH OF THE EAST-WEST HALF SECTION LINE OF SECTION 20; THENCE SOUTHEASTERLY TO THE POINT OF INTERSECTION BETWEEN THE NORTHERN BOUNDARY LINE OF SECTION 29 WITH THE NORTH-SOUTH HALF SECTION LINE OF SECTION 29; THENCE SOUTHERLY ALONG THE NORTH-SOUTH HALF SECTION LINE OF SECTION 29 TO THE POINT OF ENDING 100 FEET SOUTH OF THE EAST-WEST HALF SECTION LINE OF SECTION 29.

THE 100 FEET WIDE INGRESS, EGRESS AND UTILITIES EASEMENT LIES WEST OF, AND PARALLEL WITH THE AFORE DESCRIBED EASTERN BOUNDARY OF THE INGRESS, EGRESS, AND UTILITIES EASEMENT.

TOGETHER WITH:

THE SOUTH 1/2 OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER

COUNTY, FLORIDA, TOGETHER WITH THAT PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 20 LYING EAST OF THE EASTERLY BOUNDARY OF THE 100 FEET WIDE ACCESS EASEMENT AS DESCRIBED BELOW:

THE EASTERN BOUNDARY OF THE INGRESS, EGRESS AND UTILITIES EASEMENT IS DESCRIBED AS FOLLOWS:

BEGINNING IN THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 20 SOUTH, RANGE 23 EAST, IN SUMTER COUNTY, FLORIDA, AT THE POINT OF INTERSECTION BETWEEN THE SOUTHERN BOUNDARY OF COUNTY ROAD 526 AND THE WESTERN BOUNDARY OF THE BRENDA R. AND DORIS L. SOVERCOOL LOT, AS RECORDED IN O.R. BOOK 645, PAGE 388; THENCE SOUTHERLY ALONG THE WESTERN BOUNDARY OF THE SOVERCOOL LOT TO ITS POINT OF INTERSECTION WITH THE SOUTHERN BOUNDARY OF THE SOVERCOOL LOT; THENCE SOUTHERLY ALONG THE EASTERN BOUNDARY OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 20, TO A POINT 505 FEET NORTH OF THE EAST-WEST 1/2 SECTION LINE OF SECTION 20; THENCE SOUTHEASTERLY TO A POINT IN THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 20 BEING THE POINT OF INTERSECTION OF A LINE 2,240 FEET EAST OF THE WESTERN BOUNDARY OF SECTION 20, AND A LINE 1,040 FEET SOUTH OF THE EAST-WEST 1/2 SECTION LINE OF SECTION 20; THENCE SOUTHERLY TO A POINT IN THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 20 BEING THE POINT OF INTERSECTION OF A LINE 2,240 FEET EAST OF THE WESTERN BOUNDARY OF SECTION 20, AND A LINE 1,520 FEET SOUTH OF THE EAST-WEST 1/2 SECTION LINE OF SECTION 20, THENCE SOUTHEASTERLY TO THE POINT OF INTERSECTION BETWEEN THE NORTHERN BOUNDARY LINE OF SECTION 29 WITH THE NORTH-SOUTH 1/2 SECTION LINE OF SECTION 29; THENCE SOUTHERLY ALONG THE NORTH-SOUTH 1/2 SECTION LINE OF SECTION 29 TO THE POINT OF ENDING 100 FEET SOUTH OF THE EAST-WEST 1/2 SECTION LINE OF SECTION 29; THE 100 FEET WIDE INGRESS, EGRESS AND UTILITIES EASEMENT LIES WEST OF, AND PARALLEL WITH THE AFORE DESCRIBED EASTERN BOUNDARY OF THE INGRESS, EGRESS AND UTILITIES EASEMENT.

TOGETHER WITH:

A TRACT OF LAND BEING THE NORTH 1/2 OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA. SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 29; THENCE RUN SOUTH 0°08'00" EAST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 29, A DISTANCE OF 667.66 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 29; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°38'52" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 2688.14 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 29; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 0°25'41" EAST, ALONG SAID WEST LINE, A DISTANCE OF 667.59 FEET TO THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 29; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°38'56" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 2681.59 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

A TRACT OF LAND BEING THE SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA. SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 29; THENCE RUN SOUTH 0°08'00" EAST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 29, A DISTANCE OF 667.66 FEET TO THE POINT OF BEGINNING AND A POINT BEING ON THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 29; THENCE DEPARTING SAID NORTH LINE, CONTINUE SOUTH 0°08'00" EAST, ALONG SAID EAST LINE, A DISTANCE OF 667.66 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°38'49" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 2694.68 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 29; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 0°25'41" EAST, ALONG SAID WEST LINE, A DISTANCE OF 667.59 FEET TO THE AFORESAID NORTH LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 29; THENCE DEPARTING SAID WEST LINE, RUN SOUTH

89°38'52" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 2688.14 FEET TO THE POINT OF BEGINNING.

AREA 3:

THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS THE WEST 80 FEET THEREOF FOR ROAD RIGHT-OF-WAY.

AREA 4:

THAT PORTION OF COUNTY ROAD NO. 470 RIGHT-OF-WAY (A 100 FOOT WIDE PUBLIC RIGHT-OF-WAY PER STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 18580-2601) LYING IN SECTIONS 10, 11, 12, 13, 14, AND 15, TOWNSHIP 20 SOUTH, RANGE 23 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 12; THENCE RUN NORTH 00°08'05" EAST, ALONG THE EAST LINE OF SAID SECTION 12, A DISTANCE OF 50.01 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 470; THENCE DEPARTING SAID EAST LINE, RUN NORTH 88°54'07" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 2172.34 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, RUN SOUTH 01°07'49" EAST, A DISTANCE OF 100.08 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 470; THENCE RUN ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) THENCE RUN NORTH 88°54'07" WEST, A DISTANCE OF 3226.94 FEET; 2) THENCE RUN NORTH 89°27'00" WEST, A DISTANCE OF 5370.13 FEET; 3) THENCE RUN NORTH 89°43'47" WEST, A DISTANCE OF 1615.44 FEET TO A POINT ON THE PROPOSED SOUTHEASTERLY RIGHT-OF-WAY LINE OF CENTRAL PARKWAY (A 100 FOOT WIDE PROPOSED RIGHT-OF-WAY), SAID POINT BEING A POINT ON A 2823.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 45°35'20" EAST AND A CHORD LENGTH OF 142.22 FEET; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, RUN NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°53'12", AN ARC DISTANCE OF 142.23 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 470; THENCE DEPARTING SAID PROPOSED SOUTHEASTERLY RIGHT-OF-WAY LINE, RUN ALONG SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 89°43'47" EAST, A DISTANCE OF 1514.39 FEET; 2) THENCE RUN SOUTH 89°27'00" EAST, A DISTANCE OF 5371.03 FEET; 3) THENCE RUN SOUTH 88°54'07" EAST, A DISTANCE OF 3223.53 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 23 EAST, LESS 50 FEET STATE ROAD RIGHT OF WAY, LYING AND BEING IN SUMTER COUNTY, FLORIDA.

TOGETHER WITH:

THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

AREA 5:

THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

TOGETHER WITH:

THE NORTH 313.61 FEET OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 23 EAST, IN SUMTER COUNTY, FLORIDA.

TOGETHER WITH:

THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SOUTHEAST 1/4 OF NORTHEAST 1/4, SECTION 13, TOWNSHIP 20

SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

TOGETHER WITH:

THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4, SECTION 13, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

TOGETHER WITH:

THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 23 EAST.

TOGETHER WITH:

THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4, SECTION 13, TOWNSHIP 20 SOUTH, RANGE 23 EAST, LESS THE NORTH 313.61 FEET THEREOF.

TOGETHER WITH:

THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

TOGETHER WITH:

THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

AREA 6:

A PORTION OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE RUN SOUTH 89°32'28" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 23, A DISTANCE OF 1666.68 FEET TO A POINT ON THE EAST LINE OF THE WEST 1000 FEET OF THE EAST 3/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 23; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 0°11'52" EAST, ALONG SAID EAST LINE, A DISTANCE OF 2650.01 FEET TO THE SOUTHEAST CORNER OF THE WEST 1000 FEET OF THE EAST 3/4 OF THE NORTHWEST 1/4 OF SAID SECTION 23; THENCE DEPARTING SAID EAST LINE, RUN NORTH 0°16'48" EAST, ALONG THE EAST LINE OF THE WEST 1000 FEET OF THE EAST 3/4 OF THE NORTHWEST 1/4 OF SAID SECTION 23, A DISTANCE OF 139.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 139 FEET OF THE NORTHWEST 1/4 OF SAID SECTION 23; THENCE DEPARTING SAID EAST LINE, RUN NORTH 40°18'40" EAST, A DISTANCE OF 316.94 FEET TO A POINT ON A 90.83 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF NORTH 79°46'29" EAST AND A CHORD LENGTH OF 101.16 FEET; THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 67°40'40", AN ARC DISTANCE OF 107.29 FEET TO A POINT ON A 288.13 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 85°46'37" EAST AND A CHORD LENGTH OF 125.21 FEET; THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°05'55", AN ARC DISTANCE OF 126.22 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE ALONG SAID 288.13 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF NORTH 77°13'47" EAST AND A CHORD LENGTH OF 44.65 FEET, EASTERLY, THROUGH A CENTRAL ANGLE OF 08°53'18", AN ARC DISTANCE OF 44.70 FEET TO A POINT OF NON-TANGENCY; THENCE RUN NORTH 72°39'24" EAST, A DISTANCE OF 193.01 FEET TO A POINT OF CURVATURE OF A 280.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF NORTH 70°17'11" EAST AND A CHORD LENGTH OF 23.16 FEET; THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°44'27", AN ARC DISTANCE OF 23.17 FEET TO A POINT OF REVERSE CURVATURE OF A 220.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF NORTH 74°44'11" EAST AND A CHORD LENGTH OF 52.25 FEET; THENCE RUN EASTERLY ALONG

SAID CURVE THROUGH A CENTRAL ANGLE OF 13°38'27", AN ARC DISTANCE OF 52.38 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 81°33'25" EAST, A DISTANCE OF 232.81 FEET TO A POINT OF CURVATURE OF A 25.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHWEST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 53°26'35" EAST AND A CHORD LENGTH OF 35.36 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 8°26'35" EAST, A DISTANCE OF 45.35 FEET TO A POINT OF CURVATURE OF A 280.00 FOOT RADIUS CURVE, CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 14°53'02" EAST AND A CHORD LENGTH OF 62.82 FEET; THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°52'52", AN ARC DISTANCE OF 62.95 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 21°19'28" EAST, A DISTANCE OF 145.92 FEET; THENCE RUN SOUTH 27°00'57" EAST, A DISTANCE OF 67.60 FEET TO A POINT ON A 223.89 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 41°34'57" EAST AND A CHORD LENGTH OF 111.63 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28°52'15", AN ARC DISTANCE OF 112.82 FEET TO A POINT ON A 944.63 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 51°08'42" WEST AND A CHORD LENGTH OF 160.48 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°44'43", AN ARC DISTANCE OF 160.67 FEET TO A POINT OF REVERSE CURVATURE OF A 700.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF NORTH 72°22'24" WEST AND A CHORD LENGTH OF 615.93 FEET; THENCE RUN WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 52°12'06", AN ARC DISTANCE OF 637.76 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 81°31'33" WEST, A DISTANCE OF 26.36 FEET TO A POINT OF CURVATURE OF A 280.90 FOOT RADIUS CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 81°39'26" WEST AND A CHORD LENGTH OF 1.29 FEET; THENCE RUN WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°15'46", AN ARC DISTANCE OF 1.29 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 643.7 ACRES, MORE OR LESS.

This property is to be reclassified from LDR, LMDR, COM, AG-5 (City) and AG (Sumter County) to Age Restricted Development (ARD) (City);

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

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

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

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

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

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

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

**CITY COMMISSION
CITY OF WILDWOOD, FLORIDA**

Ed Wolf, Mayor

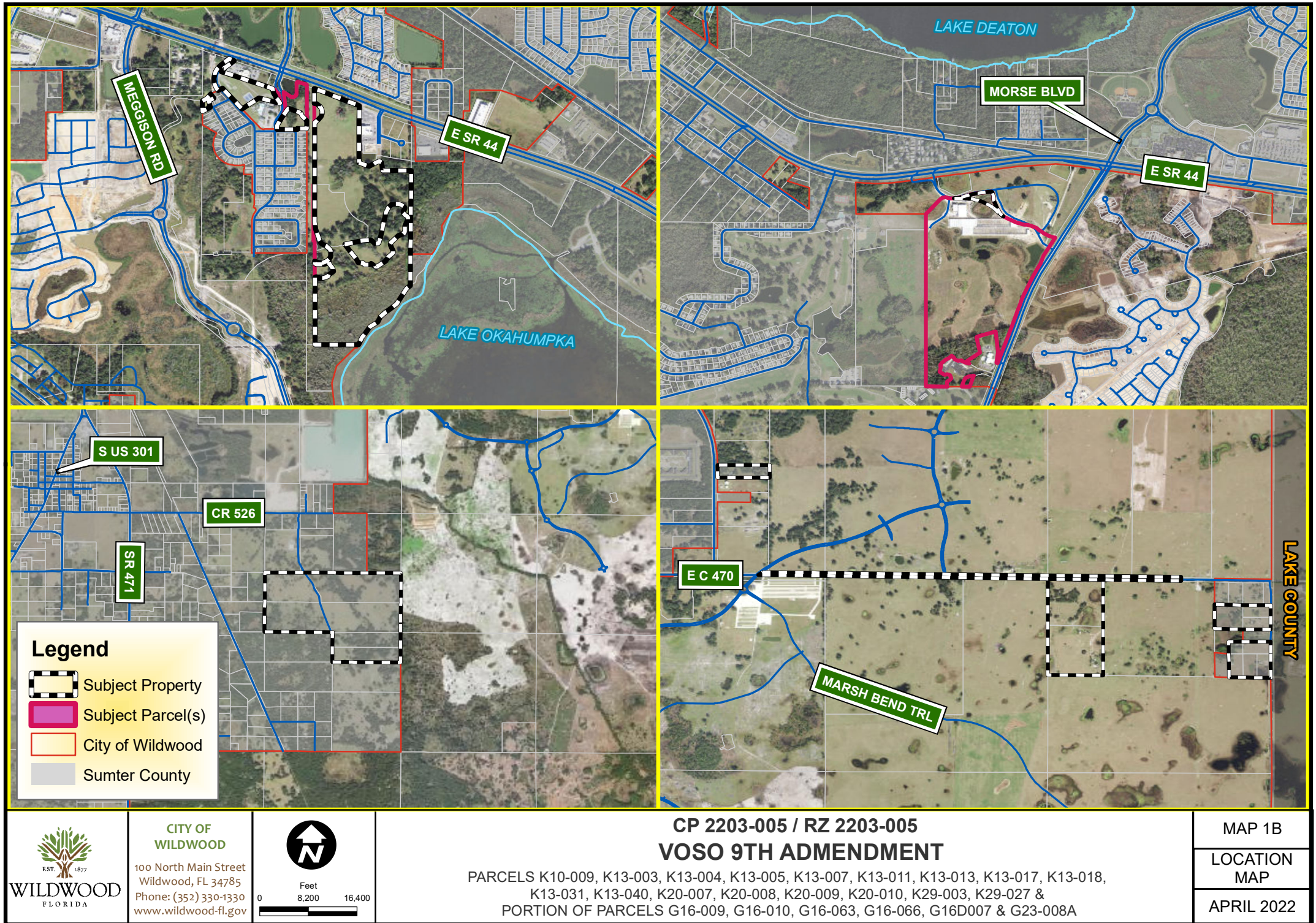
ATTEST: _____
Susan Patterson, City Clerk

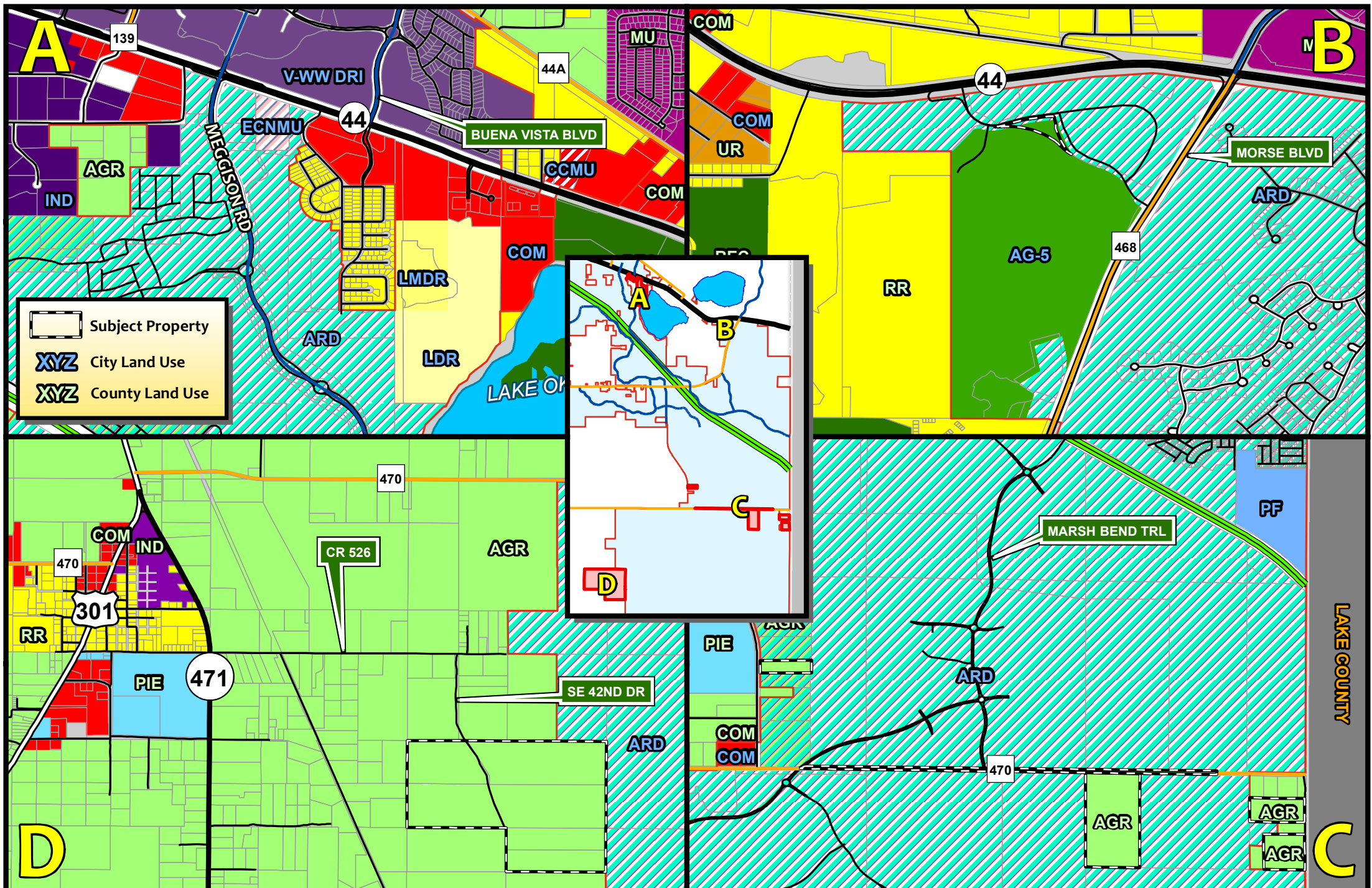
First Reading: _____

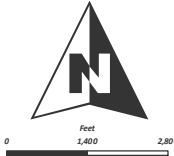
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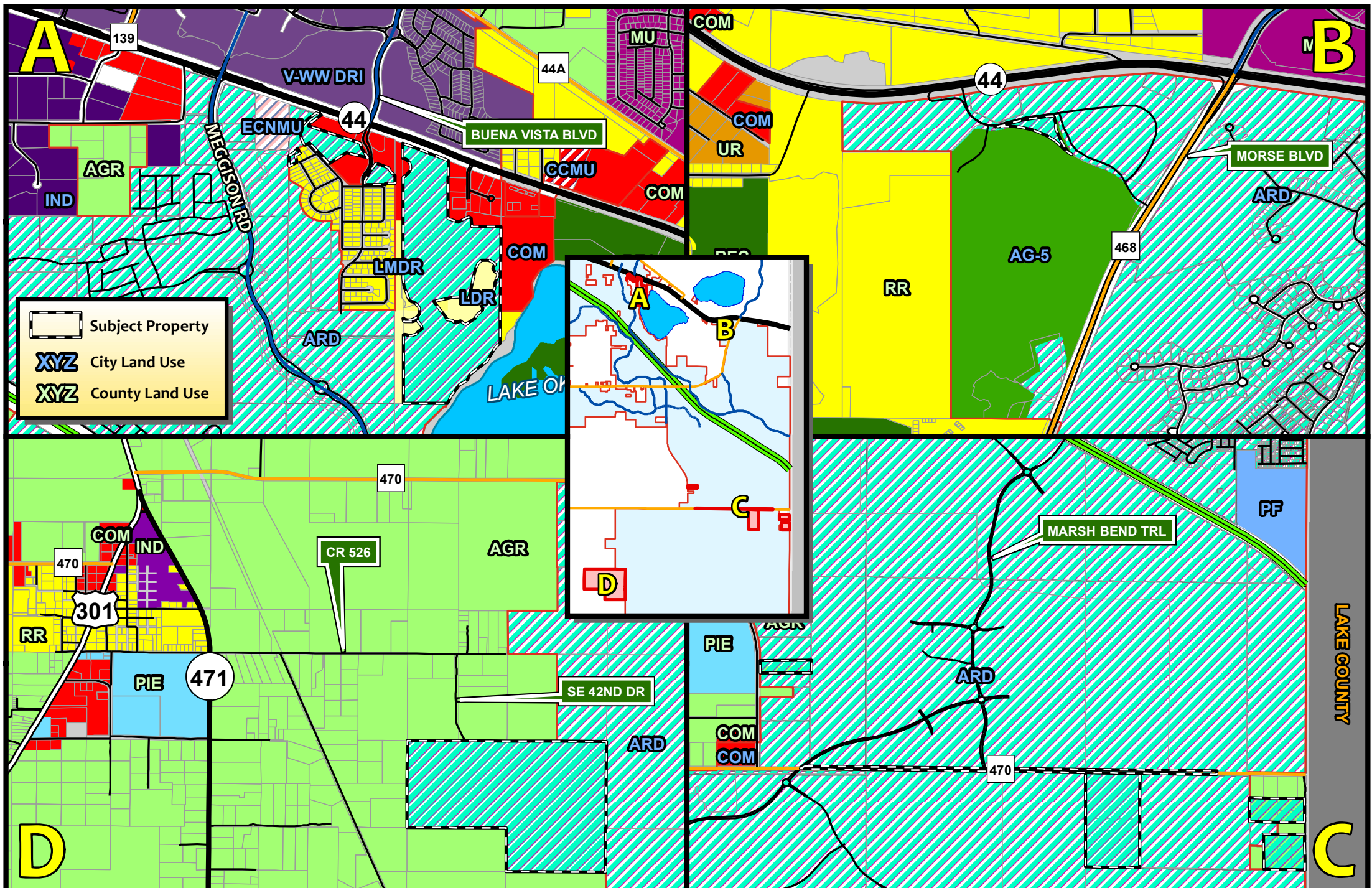
Approved as to form:

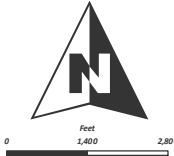
City Attorney





 CITY OF WILDWOOD 100 North Main Street Wildwood, FL 34785 Phone: (352) 330-1330 www.wildwood-fl.gov	 0 1,400 2,800 Feet	CP 2203-005 VOSO 9TH AMENDMENT PARCELS K10-009, K13-003, K13-004, K13-005, K13-007, K13-011, K13-013, K13-017, K13-018, K13-031, K13-040, K20-007, K20-008, K20-009, K20-010, K29-003, & K29-027 AND PORTIONS OF PARCELS G16-009, G16-010, G16-063, G16-066, G16D007, & G23-008A	MAP 2A EXISTING LAND USE APRIL 2022
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 CITY OF WILDWOOD 100 North Main Street Wildwood, FL 34785 Phone: (352) 330-1330 www.wildwood-fl.gov	 0 1,400 2,800 Feet	CP 2203-005 VOSO 9TH AMENDMENT PARCELS K10-009, K13-003, K13-004, K13-005, K13-007, K13-011, K13-013, K13-017, K13-018, K13-031, K13-040, K20-007, K20-008, K20-009, K20-010, K29-003, & K29-027 AND PORTIONS OF PARCELS G16-009, G16-010, G16-063, G16-066, G16D007, & G23-008A	MAP 2B PROPOSED LAND USE PENDING COMMISSION APPROVAL APRIL 2022
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City of Wildwood, Florida
Planning & Zoning Board/Special Magistrate
as Local Planning Agency

The case below was heard on Tuesday, May 3, 2022, by the Special Magistrate. The applicant seeks approval and favorable recommendation from the City of Wildwood Planning and Zoning Board/Special Magistrate as the Local Planning Agency for a Comprehensive Plan amendment to amend the FLU map designation from LDR, LMDR, COM, AG-5 (City) and AG (Sumter County) to Age Restricted Development (ARD) (City) on 643 acres MOL and revise Future Land Use Element Policy 1.1.23 to remove the acreage and map from this Policy.

Case No: CP 2203-005 VOSO 9th Amendment

Applicant/Owner: VCW Development, LLC/The Villages Land Company, LLC/The Villages Land Operating Company/The Villages Development Company, LLC/Buffalo Hide & Cattle Company, LLC/Jacquelyn Bendel/Sumter County Board of County Commissioners

Parcel Number(s): G16-009, G16-010, G16-063, G16-066, G16D007, portion of G23-008A, K10-009, K13-003, K13-004, K13-005, K13-007, K13-011, K13-013, K13-017, K13-018, K13-031, K13-040, K20-007, K20-008, K20-009, K20-010, K29-003 & K29-027 as well as CR 470 ROW

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

Based upon the testimony, evidence, and information presented as to the criteria set forth in LDR § 1.7(D), the Special Magistrate recommends approval of the Comprehensive Plan amendment and gives a favorable recommendation of Ordinance O2022-29 to the City Commission for final determination.

Dated: May 3, 2022


Lindsay C.T. Holt
Special Magistrate City of Wildwood

Ron DeSantis
GOVERNOR



Dane Eagle
SECRETARY

June 10, 2022

The Honorable Ed Wolf
Mayor, City of Wildwood
100 North Main Street
Wildwood, Florida 34785

Dear Mayor Wolf:

The Department of Economic Opportunity ("Department") has reviewed the proposed comprehensive plan amendment for City of Wildwood (Amendment No. 22-02ESR) received on May 12, 2022. The review was completed under the expedited state review process. We have no comment on the proposed amendment.

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the City is reminded that:

- Section 163.3184(3)(b), F.S., authorizes other reviewing agencies to provide comments directly to the City. **If the City receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption.**
- **The second public hearing**, which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of agency comments or the amendment shall be **deemed withdrawn** unless extended by agreement with notice to the Department and any affected party that provided comment on the amendment pursuant to Section 163.3184(3)(c)1., F.S.
- **The adopted amendment must be rendered to the Department.** Under Section 163.3184(3)(c)2. and 4., F.S., the **amendment effective date** is 31 days after the Department notifies the City that the amendment package is complete or, if challenged, until it is found to be in compliance by the Department or the Administration Commission.

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
(850) 245.7105 | www.FloridaJobs.org | [www.Twitter.com/FLDEO](https://twitter.com/FLDEO) | www.Facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

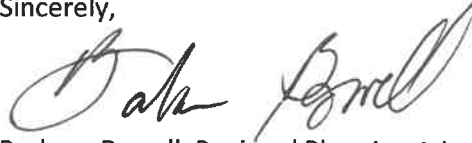
The Honorable Ed Wolf, Mayor

June 10, 2022

Page 2 of 2

If you have any questions concerning this review, please contact Beau Scott, Planning Analyst, by telephone at (850) 717-8515 or by email at beau.scott@deo.myflorida.com.

Sincerely,

A handwritten signature in black ink, appearing to read 'Barbara Powell', written in a cursive style.

Barbara Powell, Regional Planning Administrator
Bureau of Community Planning and Growth

BP/bs

Enclosure(s): Procedures for Adoption

cc: Melanie Peavy, Director, City of Wildwood Development Services

Tara McCue, AICP, Executive Director, East Central Florida Regional Planning Council

Policy 1.1.23: The Villages of Southern Oaks – The Villages (referred to under this policy as “The Villages” or “the Project”) is designated as Age-Restricted Development (ARD) on the City of Wildwood’s Future Land Use Map. The Project is ~~approximately 28,450 acres and is~~ located in southern Wildwood and is south of State Road 44, east of US 301 and is along both the north and south sides of the Florida Turnpike east to the Lake County line. ~~The Project Boundary is identified on Map 1-14.~~

The Villages of Southern Oaks must develop consistent with the following requirements:

- a. The Villages is a mixed use development which will develop consistent with the Age-Restricted Development (ARD) land use category which includes the mixed use development requirements pursuant to Future Land Use Policy 1.1.22. The Project may include the following uses: residential (age restricted and non-age restricted through conversion of land uses), office, commercial/retail, hotel, medical, research and development, light industrial, institutional, education, recreation, urban agriculture and community farming, recreational vehicle development, and other similar uses as well as supporting infrastructure (e.g. roads, water, sewer, etc.). The Villages may develop under multiple phases with specialized design standards as established in The Villages of Southern Oaks Area A Chapter 163 Development Agreement, The Villages of Southern Oaks Area B Chapter 163 Development Agreement, The Villages of Southern Oaks Area C Chapter 163 Development Agreement with the City (also referred to under this Policy as “the Chapter 163 Agreements” or “the Agreements”). The Agreements will also include design standards for the Project as required by Future Land Use Element Policy 1.1.22. The design standards addressed in the Agreements shall include but not be limited to architectural design standards, building setbacks, landscaping and buffering and roadway design. Additionally, a separate expedited review process is included in the Chapter 163 Agreements. The Villages will utilize urban design principles in order to create a development pattern that establishes clear non-platted non-residential centers supported by residential development connected with an internal road system and trails to encourage walking, biking and other modes of transportation. Wetlands on site will be protected consistent with the City’s comprehensive plan and the state and federal ~~regulatory permitting~~ requirements which provide the option of regional mitigation banks as an acceptable mitigation tool. Wetlands on-site may also be utilized for passive recreation, trails, boardwalks, and bridge crossings.
- b. The uses permitted in the City’s agricultural land use and zoning are permitted provided such activities are not in conflict with the City’s comprehensive plan. Permitted uses may include but are not limited to silviculture, farming and animal husbandry.
- c. The Villages will maintain compatibility with adjacent land uses through ensuring that residential uses are adjacent to off-site residential uses or through the use of vegetative buffering, fence or a wall to make uses compatible with each other.
- d. Project Entitlements: The following Project entitlements are planned:

Non-Residential	12,278,000 square feet
Residential (Age Restricted)	60,449 dwelling units
Government/Office	1,529,000 square feet

- e. Permitted Uses: The Project entitlements may be used for any of the uses identified above which include but are not limited to: residential (age restricted and non-age restricted through conversion of land uses), office, commercial/retail, hotel, medical, research and development, light industrial, institutional, education, recreation, urban agriculture and community farming, recreational vehicle development, and other similar uses as well as supporting infrastructure (e.g. roads, water, sewer, etc.). A land use conversion table will also be included within the Chapter 163 Agreements which will apply to the entire Project boundary. The land use conversion table will allow for a land use to exceed the Project entitlements above as long as another land use is reduced through the conversion matrix to ensure there is no increase in development impacts. The conversion table will also allow for conversion of the uses identified above through local approval and thus, without the requirement for a comprehensive plan amendment. The Villages must provide the City notice of at least 30 days in advance of using the land use conversion table. However, the Villages must still develop consistent with this policy and the remainder of the City's Comprehensive Plan as applicable, which includes the minimum mixed use requirements for an Age-Restricted Development (ARD).
- f. The Chapter 163 Agreements will include development and design standards for the implementation of the recreational vehicle development land use. This use may include recreational vehicles, short-term rentals, long-term rentals and sales.
- g. Mining is an allowable use within the Project, subject to the requirements and provisions of the Chapter 163 Agreements with the City.
- h. The Villages Land Company (VLC) is the Master Developer for the Project. As the Master Developer, VLC owns and controls all of the development rights and entitlements within the Project which are identified in the Agreements. Any proposed development or improvements to property within the Project requires the prior written approval of the Master Developer, including, but not limited to, use of any entitlements as to any parcel or property within the Project. No new development can occur that reduces VLC's entitlements or Master Developer rights without Master Developer's prior authorization. VLC maintains an accounting of its development entitlements and will provide a copy to the City upon request.
- i. The Villages has entered into an agreement with Sumter County where Sumter County has committed to make improvements to the County's roadways in southern Wildwood area. Those improvements in conjunction with the internal roadway network to be constructed by The Villages will provide the future transportation network to serve this portion of the City of Wildwood. The Villages will coordinate with the City of Wildwood and the Lake-Sumter MPO to ensure these new facilities are incorporated into the City's long-range transportation map and the MPO facilities plan updates.
- j. The Project may include Community Support Districts as permitted in FLUE Policy 1.1.22. Any dwelling units within the Community Support District will be created from other uses pursuant to the land use conversion table.
- k. The Project shall use the following potable water level of service standards:
 - Age Restricted Residential – 89 gallons per unit per day
 - Non-Age Restricted Residential – 200 gallons per unit per day

MEMORANDUM

To: Martin L. Dzuro
The Villages

From: Richard Barr, AICP
Kimley-Horn and Associates, Inc.

Date: April 22, 2022

Subject: Ninth Amendment to The Villages of Southern Oaks
Comprehensive Plan Amendment Transportation Analysis

This memorandum is in support of the Ninth Amendment to The Villages of Southern Oaks Comprehensive Plan Amendment (CPA) in the City of Wildwood, Florida. The Villages of South Oaks Ninth Amendment area is composed of the following 16 parcels totaling approximately 632 acres:

- Three (3) parcels which total 88 acres located north of Florida's Turnpike and south of SR 44. The parcels are currently designated as Commercial, Low Medium Density Residential, and Low Density Residential on the City's Future Land Use Map.
- Four (4) parcels which total 409 acres located south of the City of Coleman and CR 470 east of US 301. The parcels are currently designated as Agricultural on the County's Future Land Use Map.
- One (1) 10-acre parcel located east of Marsh Bend Trail and north of CR 470. The parcel is currently designated as Agricultural on the County's Future Land Use Map.
- Two (2) parcels which total 80 acres located south of CR 470 and surrounded by the project. The parcels are currently designated as Agricultural on the County's Future Land Use Map.
- Six (6) parcels which total 45 acres located south of CR 470 and west of the Sumter/Lake County line. The parcels are currently designated as Agricultural on the County's Future Land Use Map.

The Ninth Amendment includes the re-designation of these parcels to an age-restricted development (ARD) land use category on the City's Future Land Use Map. The ARD category limits the land use to an age-restricted community like The Villages, uniquely characterized by mixed land uses, an abundance of on-site amenities and social/recreational opportunities, and superior travel connectivity for various travel modes throughout the community.

However, the Ninth Amendment proposes no new land use intensities in addition to what is currently approved for The Villages of Southern Oaks. The current cumulative land use approved for the Villages of Southern Oaks (and proposed for the Ninth Amendment) are as follows:

- 60,449 residential dwelling units
- 1,529,000 square feet of office/governmental use
- 12,278,000 square feet of commercial use

As the Ninth Amendment does not increase land use intensities from what is currently approved for The Villages of Southern Oaks, no additional transportation impacts on the overall area roadway network are expected due to the Ninth Amendment.

Furthermore, as there is no change in land use intensities from what is currently approved for The Villages of Southern Oaks, the Ninth Amendment is actually a reduction of development that the Ninth Amendment parcels are currently entitled for on the City's Future Land Use Map.

As is typical with long range planning, The Villages will continue partnerships and coordination with the Florida Department of Transportation (FDOT), Lake-Sumter Metropolitan Planning Organization (MPO), and others beyond this Ninth Amendment CPA submittal to monitor the impacts of development to identify actual roadway needs in the future.

If you have any questions or need additional information, please feel free to contact me at 850-553-3500 or by email at richard.barr@kimley-horn.com.

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: **RZ 2203-005 VOSO 9th Amendment**

REQUESTED ACTION: **Special Magistrate recommends approval.**

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

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

Case #	CP 2203-005 VOSO 9th Amendment
Ordinance #	O2022-32
Applicant/Owner	VCW Development, LLC/The Villages Land Company, LLC/The Villages Land Operating Company/The Villages Development Company, LLC/Buffalo Hide & Cattle Company, LLC/Jacquelyn Bendel/Sumter County Board of County Commissioners
Property Location	South of SR 44 and east of Meggison Rd., south of SR 44 and west of Morse Blvd., and south of EC 470 and north of EC 470 on Marsh Bend Trail
Parcel Number(s)	G16-009, G16-010, G16-063, G16-066, G16D007, portion of G23-008A, K10-009, K13-003, K13-004, K13-005, K13-007, K13-011, K13-013, K13-017, K13-018, K13-031, K13-040, K20-007, K20-008, K20-009, K20-010, K29-003 & K29-027 as well as CR 470 ROW
Date	7/5/2022

Requested Action(s): Rezone 643 acres from R-1, R-2, C-3, AG-5 (City) and A10C, RR5C, RR5 (County) to ARD (City)

The Villages Land Company, LLC seeks approval from the City Commission for a Zoning Map Amendment to rezone 643 acres from R-1, R-2, C-3, AG-5 (City) and A10C, RR5C, RR5 (County) to ARD (City).

SUMMARY: The requested rezoning is part of the Ninth Amendment to The Villages of Southern Oaks, a master planned mixed-use project located in southern Wildwood. The concurrent comprehensive plan amendment submitted proposes to fill in the project boundary, adding properties purchased by The Villages and recently annexed into the city. The rezoning request will make the zoning designation compatible with the requested Future Land Use designation (CP 2203-005), if approved by the City Commission.

ANALYSIS: The Villages of Southern Oaks is an age restricted mixed-use master planned community that includes residential, non-residential, office and government land uses. The Villages has historically incorporated elements of urban design that include buildings that create a sense of place; public spaces where residents come together and enjoy events; streets that connect spaces and places; a transportation system that includes roads and multi-use paths to encourage walking and biking; and landscaping that defines the character of the development.

Staff believes the requested rezoning should be approved based on the following criteria found in Land Development Regulation (LDR) § 3.3(C)(4).

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

The proposed rezoning to ARD will be consistent with the proposed Future Land Use Map designation of ARD, if approved. Table 3-2 Permitted Zoning Districts lists the ARD zoning designation as a permitted zoning designation in the Age Restricted Development Mixed Use FLUM designation.

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

The proposed rezoning is compatible with the existing land use pattern of the surrounding area. The subject properties are located on properties contiguous to the planned future development of The Villages of Southern Oaks and is a logical expansion of The Villages development.

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

The proposed amendment is a continuation of The Villages with a mixture of uses provided to serve the daily needs of the residents. No increase in entitlements is proposed by this amendment as the existing entitlements will be spread over the additional properties. The revision to FLUE Policy 1.1.23 (now Policy 1.5.5) removes reference to acreage and reference to the project map.

Transportation: The subject properties will benefit from internal connections between uses. A combination of transportation opportunities will be provided including automobile, golf cart, bicycle and pedestrian travel.

Potable Water & Sewer: The subject properties will be served by Gibson Place Utilities.

Schools: The subject properties will be served by The Villages and Sumter County Schools, when required. Per the Chapter 163 Development Agreement, the developer will coordinate with the Sumter County School Board to address school capacity at the time of development of non-age restricted dwelling units.

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

The growth of The Villages as an age restricted retirement community has produced the need for additional land to expand The Villages of Southern Oaks. The proposed rezoning will bring the subject property into compliance with the revised Future Land Use Map, if approved.

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

The Villages provides an interconnected network of multi-use trails and roadways to ensure that internal connections are provided to residents.

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

The proposed rezoning will not be a deterrent to the improvement or development of adjacent properties. The surrounding properties are permitted to develop in accordance with their zoning map designation.

On Tuesday, May 3, 2022, the case was considered by the Planning & Zoning Board/Special Magistrate acting as the Local Planning Agency. **Special Magistrate recommends approval and favorable recommendation of Ordinance Number O2022-32** and recommends the proposed rezoning be forwarded to the City Commission for further action.

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

Roxann Read, AICP, CFM
Development Services Assistant Director

ORDINANCE NO. O2022-32

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

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

Parcels G16-009, G16-010, G16-063, G16-066, G16D007, portion of G23-008A, K10-009, K13-003, K13-004, K13-005, K13-007, K13-011, K13-013, K13-017, K13-018, K13-031, K13-040, K20-007, K20-008, K20-009, K20-010, K29-003 & K29-027 as well as CR 470 ROW

VCW Development, LLC/The Villages Land Company, LLC/The Villages Land Operating Company/The Villages Development Company, LLC/Buffalo Hide & Cattle Company, LLC/Jacquelyn Bendel/Sumter County Board of County Commissioners (APPLICANTS/OWNERS)
643.7 Acres +/-

LEGAL DESCRIPTION:

AREA 1:

PARCEL 2:

THAT PORTION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA LYING WITHIN THE FOLLOWING LANDS:

LYING SOUTH OF STATE ROAD NO. 44

LYING EASTERLY AND NORTHEASTERLY OF WILLIAMSBURG LANE (ALSO KNOWN AS FLAMINGO BOULEVARD, PER HEARTY HOST LAKE RESORT, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 57, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA)

LYING NORTH OF SPRINGFIELD WAY (ALSO KNOWN AS BLUEGILL STREET PER HEARTY HOST LAKE RESORT, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 57, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, WATER WHEEL ADULT MOBILE HOME COMMUNITY & R.V. PARK UNIT NO. 1, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGE 40, OF

THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA AND WATER WHEEL ADULT MOBILE HOME COMMUNITY & R.V. PARK UNIT NO. 2, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGES 63 AND 63A, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA)

LYING NORTH OF LOT 1, BLOCK A, OF WATER WHEEL ADULT MOBILE HOME COMMUNITY & R.V. PARK UNIT NO. 2, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGES 63 AND 63A, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

LESS AND EXCEPT:

LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2932, PAGE 793, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA

ALSO LESS AND EXCEPT:

LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2759, PAGE 168, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA

ALSO LESS AND EXCEPT:

LANDS DESCRIBED IN RIGHT-OF-WAY DEED RECORDED IN OFFICIAL RECORDS BOOK 4204, PAGE 293, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

ALSO LESS AND EXCEPT:

LANDS DESCRIBED IN RIGHT-OF-WAY DEED RECORDED IN OFFICIAL RECORDS BOOK 4204, PAGE 304, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

ALSO LESS AND EXCEPT:

LANDS DESCRIBED IN RIGHT-OF-WAY DEED RECORDED IN OFFICIAL RECORDS BOOK 4204, PAGE 327, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

TOGETHER WITH:

THAT PORTION OF FLAMINGO BOULEVARD, NOW KNOWN AS WILLIAMSBURG LANE, AS SET FORTH ON THAT CERTAIN PLAT OF HEARTY HOST LAKE RESORT, RECORDED IN PLAT BOOK 3, PAGE 57, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA AND DESCRIBED AS WILLIAMSBURG LANE, AS SET FORTH IN THAT CERTAIN PLAT OF HEARTY HOST LAKE RESORT UNIT 2, RECORDED IN PLAT BOOK 4, PAGE 62, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, LYING NORTH OF A NORTHEASTERLY RADIAL EXTENSION OF THE SOUTHEASTERLY LINE OF LOT 2, BLOCK A, OF SAID HEARTY HOST LAKE RESORT UNIT 2, AND LYING SOUTH OF STATE ROAD 44.

AND

PARCEL 3:

THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, LYING SOUTH OF STATE ROAD 44, AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 LYING NORTH AND WEST OF THE SUBMERGED LANDS OF LAKE OKAHUMPKA, LESS ROAD-RIGHT-OF WAY, ALL IN SECTION 16, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

LESS AND EXCEPT:

LANDS DESCRIBED IN CORRECTIVE WARRANTY DEED RECORDED IN OFFICIAL RECORDS

BOOK 1882, PAGE 793, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

ALSO LESS AND EXCEPT:

ALL OF WATER WHEEL ADULT MOBILE HOME COMMUNITY & R.V. PARK UNIT NO. 1, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGE 40, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

ALSO LESS AND EXCEPT:

ALL OF WATER WHEEL ADULT MOBILE HOME COMMUNITY & R.V. PARK UNIT NO. 2, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGE 63, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

ALSO LESS AND EXCEPT:

ALL OF HERITAGE WOOD 'N LAKES ESTATES, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGE 61, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

ALSO LESS AND EXCEPT:

LANDS DESCRIBED IN RIGHT-OF-WAY DEED RECORDED IN OFFICIAL RECORDS BOOK 4204, PAGE 267, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

ALSO LESS AND EXCEPT:

LANDS DESCRIBED IN RIGHT-OF-WAY DEED RECORDED IN OFFICIAL RECORDS BOOK 4204, PAGE 378, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

LESS AND EXCEPT:

LANDS DESCRIBED IN RIGHT-OF-WAY DEED RECORDED IN OFFICIAL RECORDS BOOK 4102, PAGE 475, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

AREA 2:

THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS THAT PART LYING EASTERLY OF THE EASTERLY BOUNDARY OF THE 100 FEET WIDE ACCESS EASEMENT AS DESCRIBED BELOW:

THE EASTERN BOUNDARY OF THE INGRESS, EGRESS AND UTILITIES EASEMENT IS DESCRIBED AS FOLLOWS:

BEGINNING IN THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 20 SOUTH, RANGE 23 EAST, IN SUMTER COUNTY, FLORIDA, AT THE POINT OF INTERSECTION BETWEEN THE SOUTHERN BOUNDARY OF COUNTY ROAD 526 AND THE WESTERN BOUNDARY OF THE BRENDA R. AND DORIS L. SOVERCOOL LOT, AS RECORDED IN O.R. BOOK 645, PAGE 388; THENCE SOUTHERLY ALONG THE WESTERN BOUNDARY OF THE SOVERCOOL LOT TO ITS POINT OF INTERSECTION WITH THE SOUTHERN BOUNDARY OF THE SOVERCOOL LOT; THENCE SOUTHERLY ALONG THE EASTERN BOUNDARY OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 20, TO A POINT 505 FEET NORTH OF THE EAST-WEST HALF SECTION LINE OF SECTION 20; THENCE SOUTHEASTERLY TO A POINT IN THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 20 BEING THE POINT OF INTERSECTION OF A LINE 2,240 FEET EAST OF THE WESTERN BOUNDARY OF SECTION 20, AND A LINE 1,040 FEET SOUTH OF THE EAST-WEST HALF SECTION LINE OF SECTION 20; THENCE SOUTHERLY TO A POINT IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 20 BEING THE

POINT OF INTERSECTION OF A LINE 2,240 FEET-EAST OF THE WESTERN BOUNDARY OF SECTION 20, AND A LINE 1,520 FEET SOUTH OF THE EAST-WEST HALF SECTION LINE OF SECTION 20; THENCE SOUTHEASTERLY TO THE POINT OF INTERSECTION BETWEEN THE NORTHERN BOUNDARY LINE OF SECTION 29 WITH THE NORTH-SOUTH HALF SECTION LINE OF SECTION 29; THENCE SOUTHERLY ALONG THE NORTH-SOUTH HALF SECTION LINE OF SECTION 29 TO THE POINT OF ENDING 100 FEET SOUTH OF THE EAST-WEST HALF SECTION LINE OF SECTION 29, THE 100 FOOT WIDE INGRESS, EGRESS AND UTILITIES EASEMENT LIES WEST OF, AND PARALLEL WITH THE AFORE DESCRIBED EASTERN BOUNDARY OF THE INGRESS, EGRESS, AND UTILITIES EASEMENT.

TOGETHER WITH:

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS THAT PART LYING EASTERLY OF THE EASTERLY BOUNDARY OF THE 100-FOOT-WIDE ACCESS EASEMENT AS DESCRIBED BELOW:

THE EASTERN BOUNDARY OF THE INGRESS, EGRESS AND UTILITIES EASEMENT IS DESCRIBED AS FOLLOWS:

BEGINNING IN THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 20 SOUTH, RANGE 23 EAST, IN SUMTER COUNTY, FLORIDA, AT THE POINT OF INTERSECTION BETWEEN THE SOUTHERN BOUNDARY OF COUNTY ROAD 526 AND THE WESTERN BOUNDARY OF THE BRENDA R. AND DORIS L. SOVERCOOL LOT, AS RECORDED IN O.R. BOOK 645, PAGE 388; THENCE SOUTHERLY ALONG THE WESTERN BOUNDARY OF THE SOVERCOOL LOT TO ITS POINT OF INTERSECTION WITH THE SOUTHERN BOUNDARY OF THE SOVERCOOL LOT; THENCE SOUTHERLY ALONG THE EASTERN BOUNDARY OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 20, TO A POINT 505 FEET NORTH OF THE EAST-WEST HALF SECTION LINE OF SECTION 20; THENCE SOUTHEASTERLY TO A POINT ON THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 20 BEING THE POINT OF INTERSECTION OF A LINE 2,240 FEET EAST OF THE WESTERN BOUNDARY OF SECTION 20, AND A LINE 1,040 FEET SOUTH OF THE EAST-WEST HALF SECTION LINE OF SECTION 20; THENCE SOUTHERLY TO A POINT IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 20 BEING THE POINT OF INTERSECTION OF A LINE 2,240 FEET EAST OF THE WESTERN BOUNDARY OF SECTION 20, AND A LINE 1,520 FEET SOUTH OF THE EAST-WEST HALF SECTION LINE OF SECTION 20; THENCE SOUTHEASTERLY TO THE POINT OF INTERSECTION BETWEEN THE NORTHERN BOUNDARY LINE OF SECTION 29 WITH THE NORTH-SOUTH HALF SECTION LINE OF SECTION 29; THENCE SOUTHERLY ALONG THE NORTH-SOUTH HALF SECTION LINE OF SECTION 29 TO THE POINT OF ENDING 100 FEET SOUTH OF THE EAST-WEST HALF SECTION LINE OF SECTION 29, THE 100 FEET WIDE INGRESS, EGRESS AND UTILITIES EASEMENT LIES WEST OF, AND PARALLEL WITH THE AFORE DESCRIBED EASTERN BOUNDARY OF THE INGRESS, EGRESS, AND UTILITIES EASEMENT.

TOGETHER WITH:

THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, TOGETHER WITH THAT PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 20 LYING EAST OF THE EASTERLY BOUNDARY OF THE 100 FEET WIDE ACCESS EASEMENT AS DESCRIBED BELOW:

THE EASTERN BOUNDARY OF THE INGRESS, EGRESS AND UTILITIES EASEMENT IS DESCRIBED AS FOLLOWS:

BEGINNING IN THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 20 SOUTH, RANGE

23 EAST, IN SUMTER COUNTY, FLORIDA, AT THE POINT OF INTERSECTION BETWEEN THE SOUTHERN BOUNDARY OF COUNTY ROAD 526 AND THE WESTERN BOUNDARY OF THE BRENDA R. AND DORIS L. SOVERCOOL LOT, AS RECORDED IN OR BOOK 645, PAGE 388; THENCE SOUTHERLY ALONG THE WESTERN BOUNDARY OF THE SOVERCOOL LOT TO ITS POINT OF INTERSECTION WITH THE SOUTHERN BOUNDARY OF THE SOVERCOOL LOT; THENCE SOUTHERLY ALONG THE EASTERN BOUNDARY OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 20, TO A POINT 505 FEET NORTH OF THE EAST-WEST HALF SECTION LINE OF SECTION 20; THENCE SOUTHEASTERLY TO A POINT IN THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 20 BEING THE POINT OF INTERSECTION OF A LINE 2,240 FEET EAST OF THE WESTERN BOUNDARY OF SECTION 20, AND A LINE 1,040 FEET SOUTH OF THE EAST-WEST HALF SECTION LINE OF SECTION 20; THENCE SOUTHERLY TO A POINT IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 20 BEING THE POINT OF INTERSECTION OF A LINE 2,240 FEET EAST OF THE WESTERN BOUNDARY OF SECTION 20, AND A LINE 1,520 FEET SOUTH OF THE EAST-WEST HALF SECTION LINE OF SECTION 20; THENCE SOUTHEASTERLY TO THE POINT OF INTERSECTION BETWEEN THE NORTHERN BOUNDARY LINE OF SECTION 29 WITH THE NORTH-SOUTH HALF SECTION LINE OF SECTION 29; THENCE SOUTHERLY ALONG THE NORTH-SOUTH HALF SECTION LINE OF SECTION 29 TO THE POINT OF ENDING 100 FEET SOUTH OF THE EAST-WEST HALF SECTION LINE OF SECTION 29.

THE 100 FEET WIDE INGRESS, EGRESS AND UTILITIES EASEMENT LIES WEST OF, AND PARALLEL WITH THE AFORE DESCRIBED EASTERN BOUNDARY OF THE INGRESS, EGRESS, AND UTILITIES EASEMENT.

TOGETHER WITH:

THE SOUTH 1/2 OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, TOGETHER WITH THAT PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 20 LYING EAST OF THE EASTERLY BOUNDARY OF THE 100 FEET WIDE ACCESS EASEMENT AS DESCRIBED BELOW:

THE EASTERN BOUNDARY OF THE INGRESS, EGRESS AND UTILITIES EASEMENT IS DESCRIBED AS FOLLOWS:

BEGINNING IN THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 20 SOUTH, RANGE 23 EAST, IN SUMTER COUNTY, FLORIDA, AT THE POINT OF INTERSECTION BETWEEN THE SOUTHERN BOUNDARY OF COUNTY ROAD 526 AND THE WESTERN BOUNDARY OF THE BRENDA R. AND DORIS L. SOVERCOOL LOT, AS RECORDED IN O.R. BOOK 645, PAGE 388; THENCE SOUTHERLY ALONG THE WESTERN BOUNDARY OF THE SOVERCOOL LOT TO ITS POINT OF INTERSECTION WITH THE SOUTHERN BOUNDARY OF THE SOVERCOOL LOT; THENCE SOUTHERLY ALONG THE EASTERN BOUNDARY OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 20, TO A POINT 505 FEET NORTH OF THE EAST-WEST 1/2 SECTION LINE OF SECTION 20; THENCE SOUTHEASTERLY TO A POINT IN THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 20 BEING THE POINT OF INTERSECTION OF A LINE 2,240 FEET EAST OF THE WESTERN BOUNDARY OF SECTION 20, AND A LINE 1,040 FEET SOUTH OF THE EAST-WEST 1/2 SECTION LINE OF SECTION 20; THENCE SOUTHERLY TO A POINT IN THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 20 BEING THE POINT OF INTERSECTION OF A LINE 2,240 FEET EAST OF THE WESTERN BOUNDARY OF SECTION 20, AND A LINE 1,520 FEET SOUTH OF THE EAST-WEST 1/2 SECTION LINE OF SECTION 20, THENCE SOUTHEASTERLY TO THE POINT OF INTERSECTION BETWEEN THE NORTHERN BOUNDARY LINE OF SECTION 29 WITH THE NORTH-SOUTH 1/2 SECTION LINE OF SECTION 29; THENCE SOUTHERLY ALONG THE NORTH-SOUTH 1/2 SECTION LINE OF SECTION 29 TO

THE POINT OF ENDING 100 FEET SOUTH OF THE EAST-WEST 1/2 SECTION LINE OF SECTION 29; THE 100 FEET WIDE INGRESS, EGRESS AND UTILITIES EASEMENT LIES WEST OF, AND PARALLEL WITH THE AFORE DESCRIBED EASTERN BOUNDARY OF THE INGRESS, EGRESS AND UTILITIES EASEMENT.

TOGETHER WITH:

A TRACT OF LAND BEING THE NORTH 1/2 OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA. SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 29; THENCE RUN SOUTH 0°08'00" EAST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 29, A DISTANCE OF 667.66 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 29; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°38'52" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 2688.14 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 29; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 0°25'41" EAST, ALONG SAID WEST LINE, A DISTANCE OF 667.59 FEET TO THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 29; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°38'56" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 2681.59 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

A TRACT OF LAND BEING THE SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA. SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 29; THENCE RUN SOUTH 0°08'00" EAST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 29, A DISTANCE OF 667.66 FEET TO THE POINT OF BEGINNING AND A POINT BEING ON THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 29; THENCE DEPARTING SAID NORTH LINE, CONTINUE SOUTH 0°08'00" EAST, ALONG SAID EAST LINE, A DISTANCE OF 667.66 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°38'49" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 2694.68 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 29; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 0°25'41" EAST, ALONG SAID WEST LINE, A DISTANCE OF 667.59 FEET TO THE AFORESAID NORTH LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 29; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°38'52" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 2688.14 FEET TO THE POINT OF BEGINNING.

AREA 3:

THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS THE WEST 80 FEET THEREOF FOR ROAD RIGHT-OF-WAY.

AREA 4:

THAT PORTION OF COUNTY ROAD NO. 470 RIGHT-OF-WAY (A 100 FOOT WIDE PUBLIC RIGHT-OF-WAY PER STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 18580-2601) LYING IN SECTIONS 10, 11, 12, 13, 14, AND 15, TOWNSHIP 20 SOUTH, RANGE 23 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 12; THENCE RUN NORTH 00°08'05" EAST, ALONG THE EAST LINE OF SAID SECTION 12, A DISTANCE OF 50.01 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 470; THENCE DEPARTING SAID EAST LINE, RUN NORTH 88°54'07" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 2172.34 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, RUN SOUTH 01°07'49" EAST, A DISTANCE OF 100.08 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 470; THENCE RUN ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) THENCE RUN NORTH 88°54'07" WEST, A DISTANCE OF 3226.94 FEET; 2) THENCE RUN NORTH 89°27'00" WEST, A DISTANCE OF 5370.13 FEET; 3) THENCE RUN NORTH 89°43'47" WEST, A DISTANCE OF 1615.44 FEET TO A POINT ON THE PROPOSED SOUTHEASTERLY RIGHT-OF-WAY LINE OF CENTRAL PARKWAY (A 100 FOOT WIDE PROPOSED RIGHT-OF-WAY), SAID POINT BEING A POINT ON A 2823.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 45°35'20" EAST AND A CHORD LENGTH OF 142.22 FEET; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, RUN NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°53'12", AN ARC DISTANCE OF 142.23 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 470; THENCE DEPARTING SAID PROPOSED SOUTHEASTERLY RIGHT-OF-WAY LINE, RUN ALONG SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 89°43'47" EAST, A DISTANCE OF 1514.39 FEET; 2) THENCE RUN SOUTH 89°27'00" EAST, A DISTANCE OF 5371.03 FEET; 3) THENCE RUN SOUTH 88°54'07" EAST, A DISTANCE OF 3223.53 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 23 EAST, LESS 50 FEET STATE ROAD RIGHT OF WAY, LYING AND BEING IN SUMTER COUNTY, FLORIDA.

TOGETHER WITH:

THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

AREA 5:

THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

TOGETHER WITH:

THE NORTH 313.61 FEET OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 23 EAST, IN SUMTER COUNTY, FLORIDA.

TOGETHER WITH:

THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SOUTHEAST 1/4 OF NORTHEAST 1/4, SECTION 13, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

TOGETHER WITH:

THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4, SECTION 13, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

TOGETHER WITH:

THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 23 EAST.

TOGETHER WITH:

THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4, SECTION 13, TOWNSHIP 20 SOUTH, RANGE 23 EAST, LESS THE NORTH 313.61 FEET THEREOF.

TOGETHER WITH:

THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

TOGETHER WITH:

THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

AREA 6:

A PORTION OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE RUN SOUTH 89°32'28" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 23, A DISTANCE OF 1666.68 FEET TO A POINT ON THE EAST LINE OF THE WEST 1000 FEET OF THE EAST 3/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 23; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 0°11'52" EAST, ALONG SAID EAST LINE, A DISTANCE OF 2650.01 FEET TO THE SOUTHEAST CORNER OF THE WEST 1000 FEET OF THE EAST 3/4 OF THE NORTHWEST 1/4 OF SAID SECTION 23; THENCE DEPARTING SAID EAST LINE, RUN NORTH 0°16'48" EAST, ALONG THE EAST LINE OF THE WEST 1000 FEET OF THE EAST 3/4 OF THE NORTHWEST 1/4 OF SAID SECTION 23, A DISTANCE OF 139.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 139 FEET OF THE NORTHWEST 1/4 OF SAID SECTION 23; THENCE DEPARTING SAID EAST LINE, RUN NORTH 40°18'40" EAST, A DISTANCE OF 316.94 FEET TO A POINT ON A 90.83 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF NORTH 79°46'29" EAST AND A CHORD LENGTH OF 101.16 FEET; THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 67°40'40", AN ARC DISTANCE OF 107.29 FEET TO A POINT ON A 288.13 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 85°46'37" EAST AND A CHORD LENGTH OF 125.21 FEET; THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°05'55", AN ARC DISTANCE OF 126.22 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE ALONG SAID 288.13 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF NORTH 77°13'47" EAST AND A CHORD LENGTH OF 44.65 FEET, EASTERLY, THROUGH A CENTRAL ANGLE OF 08°53'18", AN ARC DISTANCE OF 44.70 FEET TO A POINT OF NON-TANGENCY; THENCE RUN NORTH 72°39'24" EAST, A DISTANCE OF 193.01 FEET TO A POINT OF CURVATURE OF A 280.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF NORTH 70°17'11" EAST AND A CHORD LENGTH OF 23.16 FEET; THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°44'27", AN ARC DISTANCE OF 23.17 FEET TO A POINT OF REVERSE CURVATURE OF A 220.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF NORTH 74°44'11" EAST AND A CHORD LENGTH OF

52.25 FEET; THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°38'27", AN ARC DISTANCE OF 52.38 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 81°33'25" EAST, A DISTANCE OF 232.81 FEET TO A POINT OF CURVATURE OF A 25.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHWEST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 53°26'35" EAST AND A CHORD LENGTH OF 35.36 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 8°26'35" EAST, A DISTANCE OF 45.35 FEET TO A POINT OF CURVATURE OF A 280.00 FOOT RADIUS CURVE, CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 14°53'02" EAST AND A CHORD LENGTH OF 62.82 FEET; THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°52'52", AN ARC DISTANCE OF 62.95 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 21°19'28" EAST, A DISTANCE OF 145.92 FEET; THENCE RUN SOUTH 27°00'57" EAST, A DISTANCE OF 67.60 FEET TO A POINT ON A 223.89 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 41°34'57" EAST AND A CHORD LENGTH OF 111.63 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28°52'15", AN ARC DISTANCE OF 112.82 FEET TO A POINT ON A 944.63 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 51°08'42" WEST AND A CHORD LENGTH OF 160.48 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°44'43", AN ARC DISTANCE OF 160.67 FEET TO A POINT OF REVERSE CURVATURE OF A 700.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF NORTH 72°22'24" WEST AND A CHORD LENGTH OF 615.93 FEET; THENCE RUN WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 52°12'06", AN ARC DISTANCE OF 637.76 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 81°31'33" WEST, A DISTANCE OF 26.36 FEET TO A POINT OF CURVATURE OF A 280.90 FOOT RADIUS CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 81°39'26" WEST AND A CHORD LENGTH OF 1.29 FEET; THENCE RUN WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°15'46", AN ARC DISTANCE OF 1.29 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 643.7 ACRES, MORE OR LESS.

This property is to be reclassified from R-1, R-2, C-3, AG-5 (City) and A10C, RR5C, RR5 (County) to ARD (City).

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

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

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

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

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

SECTION 4. This Ordinance shall take effect 31 days after DEO notifies the City that the received approval package for the accompanying Large Scale Comprehensive Plan Amendment is complete.

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

CITY COMMISSION

CITY OF WILDWOOD, FLORIDA

Ed Wolf, Mayor

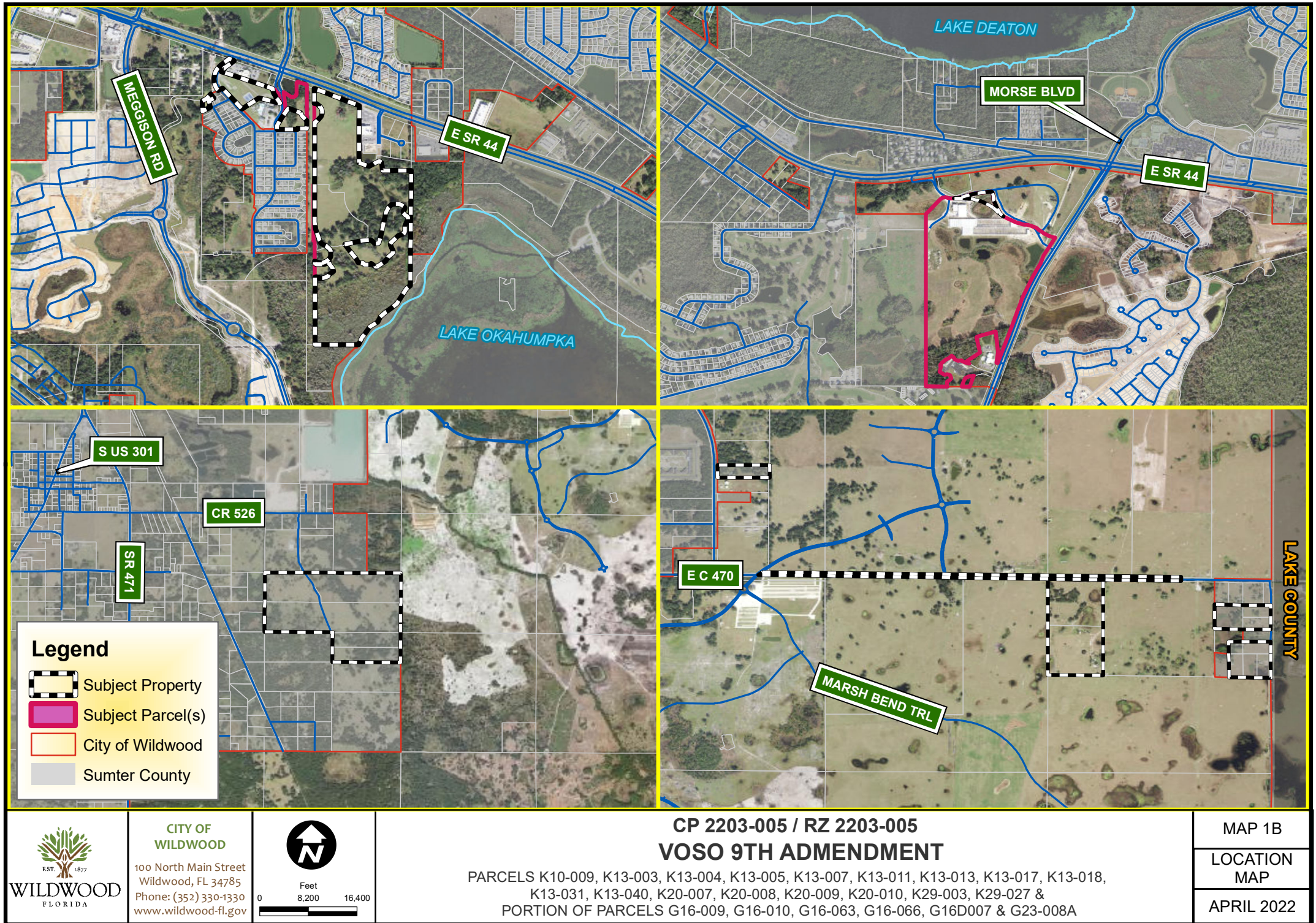
ATTEST: _____
Susan Patterson, City Clerk

First Reading: _____

Second Reading: _____

Approved as to form:

City Attorney



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

The case below was heard on Tuesday, May 3, 2022, by the Special Magistrate. The applicant seeks approval and favorable recommendation from the City of Wildwood Planning and Zoning Board/Special Magistrate for a Zoning Map Amendment to change the zoning district from R-1, R-2, C-3, AG-5 (City) and A10C, RR5C, RR5 (County) to ARD (City) on 643 acres MOL.

Case No: RZ 2203-005 VOSO 9th Amendment

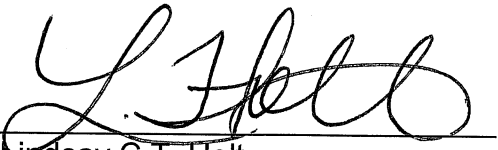
Applicant/Owner: VCW Development, LLC/The Villages Land Company, LLC/The Villages Land Operating Company/The Villages Development Company, LLC/Buffalo Hide & Cattle Company, LLC/Jacquelyn Bendel/Sumter County Board of County Commissioners

Parcel Number(s): G16-009, G16-010, G16-063, G16-066, G16D007, portion of G23-008A, K10-009, K13-003, K13-004, K13-005, K13-007, K13-011, K13-013, K13-017, K13-018, K13-031, K13-040, K20-007, K20-008, K20-009, K20-010, K29-003 & K29-027 as well as CR 470 ROW

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

Based upon the testimony, evidence, and information presented as to the criteria set forth in LDR § 1.7(D), the Special Magistrate recommends approval of the Zoning Map amendment and gives a favorable recommendation of Ordinance O2022-32 to the City Commission for final determination.

Dated: May 3, 2022


Lindsay C.T. Holt
Special Magistrate City of Wildwood

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: CDD 2108-002 Twisted Oaks Pointe

REQUESTED ACTION: Staff recommends approval.

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

The applicant is seeking approval from the City Commission to establish a Community Development District (CDD) for Twisted Oaks Pointe.

The project consists of approximately 339.289 acres of land, including approximately 955 residential dwelling units.

A proposed infrastructure plan is included as an attachment with the Petition to Establish Twisted Oaks Pointe Community Development District. The landowner/CDD is proposing to construct the roadways, utilities (water and sewer), amenities, stormwater management, offsite improvements, landscaping and lighting associated with the Project. The total estimated cost of these improvements is \$30,250,000. The CDD will own, operate and maintain the stormwater management, landscaping, lighting and amenities. The City of Wildwood will own, operate and maintain the utilities (water and sewer) within the development. The City of Wildwood and Sumter County will own, operate and maintain the public roadways and offsite improvements within the development.



Roxann Read, AICP, CFM
Development Services Assistant Director

ORDINANCE NO. O2022-57

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA,
ESTABLISHING AND NAMING TWISTED OAKS POINTE
COMMUNITY DEVELOPMENT DISTRICT IN
ACCORDANCE WITH CHAPTER 190 OF THE FLORIDA
STATUTES; DESCRIBING THE EXTERNAL BOUNDARIES
OF THE DISTRICT; GRANTING SPECIAL POWERS;
NAMING THE INITIAL MEMBERS OF THE DISTRICT'S
BOARD OF SUPERVISORS; PROVIDING FOR CONFLICT;
PROVIDING FOR SEVERABILITY; AND PROVIDING FOR
AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 190, Florida Statutes, KL Twisted Oaks LLC, ("Petitioner"), has petitioned the City Commission of the City of Wildwood, Florida ("Commission"), to adopt an ordinance establishing the Twisted Oaks Pointe Community Development District ("District"), pursuant to Chapter 190, Florida Statutes (2021); and,

WHEREAS, Petitioner is a Florida limited liability company authorized to conduct business in the State of Florida; and,

WHEREAS, pursuant to Chapter 190, all interested persons and affected units of general-purpose local government were afforded an opportunity to present oral and written comments on the petition for establishment ("Petition") at a duly noticed public hearing conducted by the Commission; and,

WHEREAS, upon consideration of the record established at that hearing, the Commission determined that the statements within the Petition are true and correct; that the establishment of the District is not inconsistent with any applicable element or portion of the state comprehensive plan or the local government comprehensive plan; that the land within the District is of sufficient size, is sufficiently compact, and sufficiently contiguous to be developable as a functionally interrelated community; that the District is the best alternative available for delivering community development services and facilities to the area served by the District; that the services and facilities of the District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities and that the area to be served by the District is amenable to separate special-district governance; and,

WHEREAS, establishment of the District will constitute a timely, efficient, effective,

responsive and economic way to deliver community development services in the area described in the Petition.

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

SECTION 1: RECITALS. That the recitals above are hereby incorporated as if fully set forth herein.

SECTION 2: AUTHORITY. This Ordinance is adopted in compliance with, and pursuant to, the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes (2021).

SECTION 3: DISTRICT NAME. There is hereby established a community development district situated within the City of Wildwood, Florida, which shall be known as the “Twisted Oaks Pointe Community Development District”.

SECTION 4: EXTERNAL BOUNDARIES OF THE DISTRICT. Encompassing approximately 339.289 acres, the external boundaries of the District are described in Exhibit A attached hereto.

SECTION 5: POWERS AND FUNCTIONS. The powers and functions of the District are described in Chapter 190, Florida Statutes. Consent is hereby given to the District’s Board of Supervisors to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain systems and facilities described and authorized by section 190.012(3)(a), (d) and (e), Florida Statutes, as long as they do not conflict with systems and facilities provided by the City of Wildwood.

SECTION 6: BOARD OF SUPERVISORS. The five persons designated to serve as initial members of the District’s Board of Supervisors are as follows: James Harvey, Greg Meath, Troy Simpson, Bradley Walker and Candice Smith. All of the above-listed persons are residents of the State of Florida and citizens of the United States of America.

SECTION 7: SEVERABILITY. If any section, sentence, clause or phrase of this Ordinance, or any particular application thereof, is held to be invalid or unconstitutional by a Court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of said Ordinance.

SECTION 8: EFFECTIVE DATE. This Ordinance shall take effect immediately upon its final adoption by the City Commission.

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

**CITY COMMISSION
CITY OF WILDWOOD, FLORIDA**

Ed Wolf, Mayor

ATTEST: _____
Susan Patterson, City Clerk

First Reading: _____

Second Reading: _____

Approved as to form:

City Attorney

EXHIBIT A

PETITION TO ESTABLISH **TWISTED OAKS POINTE** **COMMUNITY** **DEVELOPMENT DISTRICT**

Submitted by:

Jere Earlywine
Florida Bar No.155527
jere@kelawgroup.com
KE LAW GROUP, PLLC
P.O. Box 6386
Tallahassee, Florida 32301
(850) 528-6152 (telephone)

**BEFORE THE CITY COMMISSION FOR
THE CITY OF WILDWOOD, FLORIDA**

PETITION TO ESTABLISH TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT

Petitioner, KL Twisted Oaks LLC ("Petitioner"), hereby petitions the City Commission for the City of Wildwood, Florida, pursuant to the "Uniform Community Development District Act of 1980," Chapter 190, *Florida Statutes*, to establish a Community Development District ("District"), with respect to the land described herein. In support of this petition, Petitioners state:

1. Location and Size. The proposed District will be located within the City of Wildwood, Florida ("City"). **Exhibit 1** depicts the general location of the lands comprising the proposed District. The proposed District covers approximately 339.289 acres of land, located north of County Road 44A, south of East County Road 462, east of I-75, and west of North U.S. Highway 301 (N. Main Street). The legal description of the lands that form the external boundaries of the District is set forth in **Exhibit 2**.

NOTE: The legal description and unit counts used herein differ from the applicable Planned Development application because the proposed District boundary is NOT intended to include the multi-family or commercial uses set forth in the Planned Development application.

2. Landowner Consent. Petitioner has obtained written consent to establish the District from the owners of one hundred percent (100%) of the real property located within the District. Documentation of consent to the establishment of the District is contained in **Exhibit 3**.

3. Initial Board Members. The five persons designated to serve as initial members of the Board of Supervisors of the proposed District are as follows: James Harvey, Greg Meath, Troy Simpson, Bradley Walker and Candice Smith. All of the listed persons are residents of the state of Florida and citizens of the United States of America.

5. Name. The proposed name of the District is "Twisted Oaks Pointe Community Development District."

6. Future Land Uses. The distribution, location, and extent of the public and private land uses proposed for the District by the existing and future land use plan elements of the local Future Land Use Plan are depicted in **Exhibit 4**. The proposed land uses for lands contained within the proposed District are consistent with the approved local Future Land Use Plan.

7. Major Water and Wastewater Facilities. **Exhibit 5** indicates the location of current major trunk water mains and sewer interceptors and outfalls within the currently undeveloped lands proposed to be included within the District.

8. District Facilities and Services. The District is presently expected to finance, construct, and install improvements and facilities to benefit the lands within the District over an estimated five (5) phases from 2022 through 2026. **Exhibit 6** describes the types of facilities the District presently expects to finance, construct, and install, as well as the entities anticipated for future ownership, operation, and maintenance. The estimated costs of construction are also identified in **Exhibit 6**. Actual construction timetables and expenditures will likely vary, due in part to the effects of future changes in the economic conditions upon costs such as labor, services, materials, interest rates and market conditions.

9. Statement of Estimated Regulatory Costs. **Exhibit 7** is the statement of estimated regulatory costs ("SERC"), prepared in accordance with the requirements of Section 120.541, *Florida Statutes* (2020). The SERC is based upon presently available data. The data and methodology used in preparing the SERC accompany it.

10. Authorized Agent. The Petitioner is authorized to do business in the State of Florida. The Petitioner has designated Jere Earlywine as its authorized agent. See **Exhibit 8** - Authorization of Agent. Copies of all correspondence and official notices should be sent to:

Jere Earlywine
Florida Bar No. 155527
jere@kelawgroup.com
KE LAW GROUP, PLLC
P.O. Box 6386
Tallahassee, Florida 32301
(850) 528-6152 (telephone)

11. This petition to establish the Twisted Oaks Pointe Community Development District should be granted for the following reasons:

a. Establishment of the District and all land uses and services planned within the proposed District are not inconsistent with applicable elements or portions of the effective State Comprehensive Plan or the City Comprehensive Plan.

b. The area of land within the proposed District is part of a planned community. It is of a sufficient size and is sufficiently compact and contiguous to be developed as one functional and interrelated community.

c. The establishment of the District will prevent the general body of taxpayers in the City from bearing the burden for installation of the infrastructure and the maintenance of certain facilities within the development encompassed by the District. The District is the best alternative for delivering community development services and facilities to the proposed community without imposing an additional burden on the general population of the local general-purpose government. Establishment of the District in conjunction with a comprehensively planned community, as proposed, allows for a more efficient use of resources.

d. The community development services and facilities of the District will not be incompatible with the capacity and use of existing local and regional community development services and facilities. In addition, the establishment of the District will provide a perpetual entity capable of making reasonable provisions for the operation and maintenance of the District's services and facilities.

e. The area to be served by the proposed District is amenable to separate special-district government.

WHEREFORE, Petitioner respectfully requests that the City Commission for the City of Wildwood, Florida to:

a. schedule a public hearing in accordance with the requirements of Section 190.005(2)(b), *Florida Statutes* (2020);

b. grant the petition and adopt an ordinance establishing the District pursuant to Chapter 190, *Florida Statutes* (2020); and

c. consent to the District's exercise of certain additional powers to finance, fund, plan, establish, acquire, construct, enlarge or extend, equip, operate, and maintain systems and facilities for: parks and facilities for indoor and outdoor recreation, cultural, and educational uses and for security, including, but not limited to walls, fences and electronic intrusion detection all as authorized and described by Section 190.012(2)(a) and (d), *Florida Statutes*.

RESPECTFULLY SUBMITTED, this 17th day of August, 2021.

HOPPING GREEN & SAMS, P.A.



Jere Earlywine
Florida Bar No.155527
jere@kelawgroup.com
KE LAW GROUP, PLLC
P.O. Box 6386
Tallahassee, Florida 32301
(850) 528-6152 (telephone)

EXHIBIT 1

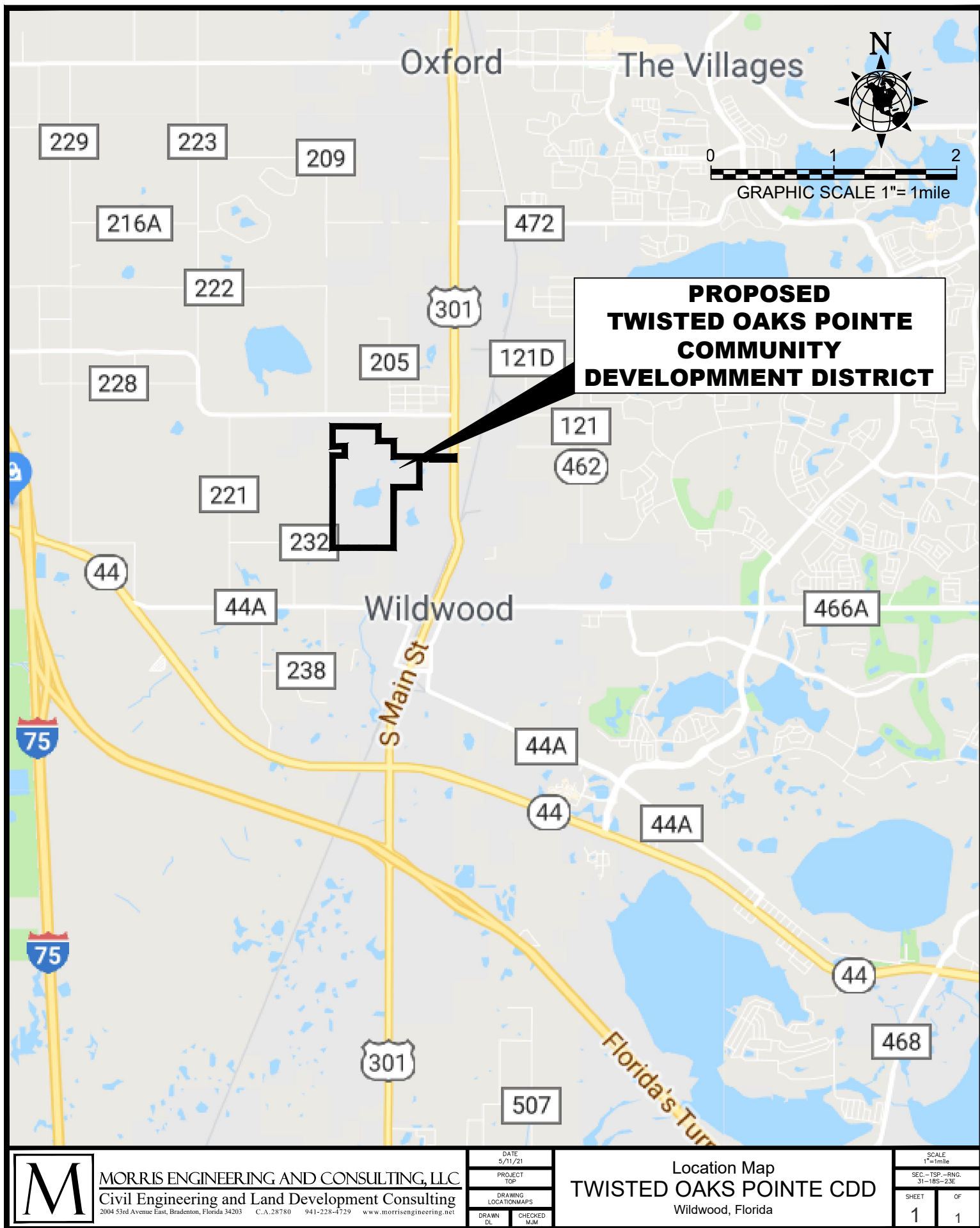


EXHIBIT 2

Description Sketch (Not A Survey)

TWISTED OAKS POINTE - COMMUNITY DEVELOPMENT DISTRICT

DESCRIPTION: A parcel of land lying in Section 31, Township 18 South, Range 23 East, Sumter County, Florida, and being more particularly described as follows:

COMMENCE at the Northwest corner of said Section 31, run thence along the West boundary of said Section 31, S.00°05'52"W., a distance of 33.00 feet; thence along a line lying 33.00 feet South of and parallel with the North boundary of said Section 31, the following two (2) courses: 1) S.89°45'56"E., a distance of 14.51 feet to a point of intersection with the South right of way line of East County Road 462 and the East maintained right of way line of County Road 209, said point also being the **POINT OF BEGINNING**; 2) along said South right of way line of East County Road 462, continue S.89°45'56"E., a distance of 1974.71 feet to a point on the West boundary of the Northeast 1/4 of the Northeast 1/4 of the Northwest 1/4 of aforesaid Section 31; thence along said West boundary of the Northeast 1/4 of the Northeast 1/4 of the Northwest 1/4 of Section 31, S.00°07'17"W., a distance of 628.51 feet to the Southwest corner thereof; thence along the South boundary of said Northeast 1/4 of the Northeast 1/4 of the Northwest 1/4 of Section 31, S.89°46'24"E., a distance of 663.00 feet to the Southeast corner thereof; thence along the East boundary of the Southeast 1/4 of said Northeast 1/4 of the Northwest 1/4 of Section 31, S.00°07'59"W., a distance of 661.78 feet to the Southeast corner thereof; thence along the North boundary of the South 1/2 of the Northeast 1/4 of said Section 31, S.89°50'09"E., a distance of 2608.41 feet to the West right of way line of U.S. 301 (State Road 35 per Florida Department of Transportation Right of Way Map Section 18010); thence along said West right of way line of U.S. 301, S.00°00'04"E., a distance of 120.00 feet; thence along a line lying 120.00 feet South of and parallel with aforesaid North boundary of the South 1/2 of the Northeast 1/4 of Section 31, N.89°50'09"W., a distance of 1182.13 feet to a point of non-tangent curvature; thence Westerly, 159.31 feet along the arc of a non-tangent curve to the right having a radius of 100.00 feet and a central angle of 91°16'40" (chord bearing N.89°50'09"W., 142.99 feet); thence along aforesaid line lying 120.00 feet South of and parallel with the North boundary of the South 1/2 of the Northeast 1/4 of Section 31, N.89°50'09"W., a distance of 181.80 feet; thence S.00°00'00"W., a distance of 1201.35 feet to the South boundary of aforesaid Northeast 1/4 of Section 31; thence along said South boundary of the Northeast 1/4 of Section 31, N.89°53'23"W., a distance of 1104.52 feet to the Center 1/4 corner of said Section 31; thence along the East boundary of the Southwest 1/4 of said Section 31, S.00°07'36"W., a distance of 2609.11 feet to the North maintained right of way line of West Clarke Street; thence along said North maintained right of way line (as found monumented), the following four (4) courses: 1) N.89°44'55"W., a distance of 754.65 feet; 2) N.89°50'14"W., a distance of 742.99 feet; 3) S.89°45'30"W., a distance of 492.22 feet; 4) S.89°17'41"W., a distance of 640.41 feet to a point of intersection with aforesaid East maintained right of way line of County Road 209 and aforesaid North maintained right of way line of West Clarke Street; thence along said East maintained right of way line of County Road 209, the following two (2) courses: 1) N.00°02'37"E., a distance of 2618.73 feet to a point on the North boundary of aforesaid Southwest 1/4 of Section 31; 2) N.00°01'53"E., a distance of 1361.28 feet to the Southwest corner of Diaz Parcel recorded in Official Records Book 1118, Page 91, of the Public Records of Sumter County, Florida; thence along the South boundary of said Diaz Parcel, S.89°40'13"E., a distance of 524.60 feet to the Southeast corner thereof; thence along the East boundary of said Diaz Parcel, N.00°06'47"E., a distance of 406.10 feet to the Northeast corner thereof; thence along the North boundary of said Diaz Parcel, S.88°11'56"W., a distance of 525.05 feet to the Northwest corner thereof; thence along aforesaid East maintained right of way line of County Road 209, N.00°03'24"E., a distance of 870.41 feet to the **POINT OF BEGINNING**.

Containing 339.289 acres, more or less.

PROJECT: TWIN OAKS POINTE

PHASE:

DRAWN: MGF DATE: 08/04/21 CHECKED BY: MHC

REVISIONS

DATE	DESCRIPTION	DRAWN BY

Prepared For: KOLTER

(Not A Survey)



Digitally signed by
David Williams
Date: 2021.08.06
10:08:41 -04'00'

David A. Williams DATE
FLORIDA PROFESSIONAL
SURVEYOR & MAPPER NO. **LS6423**

213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Licensed Business No.: LB 7768

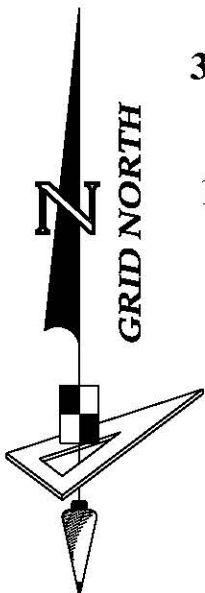
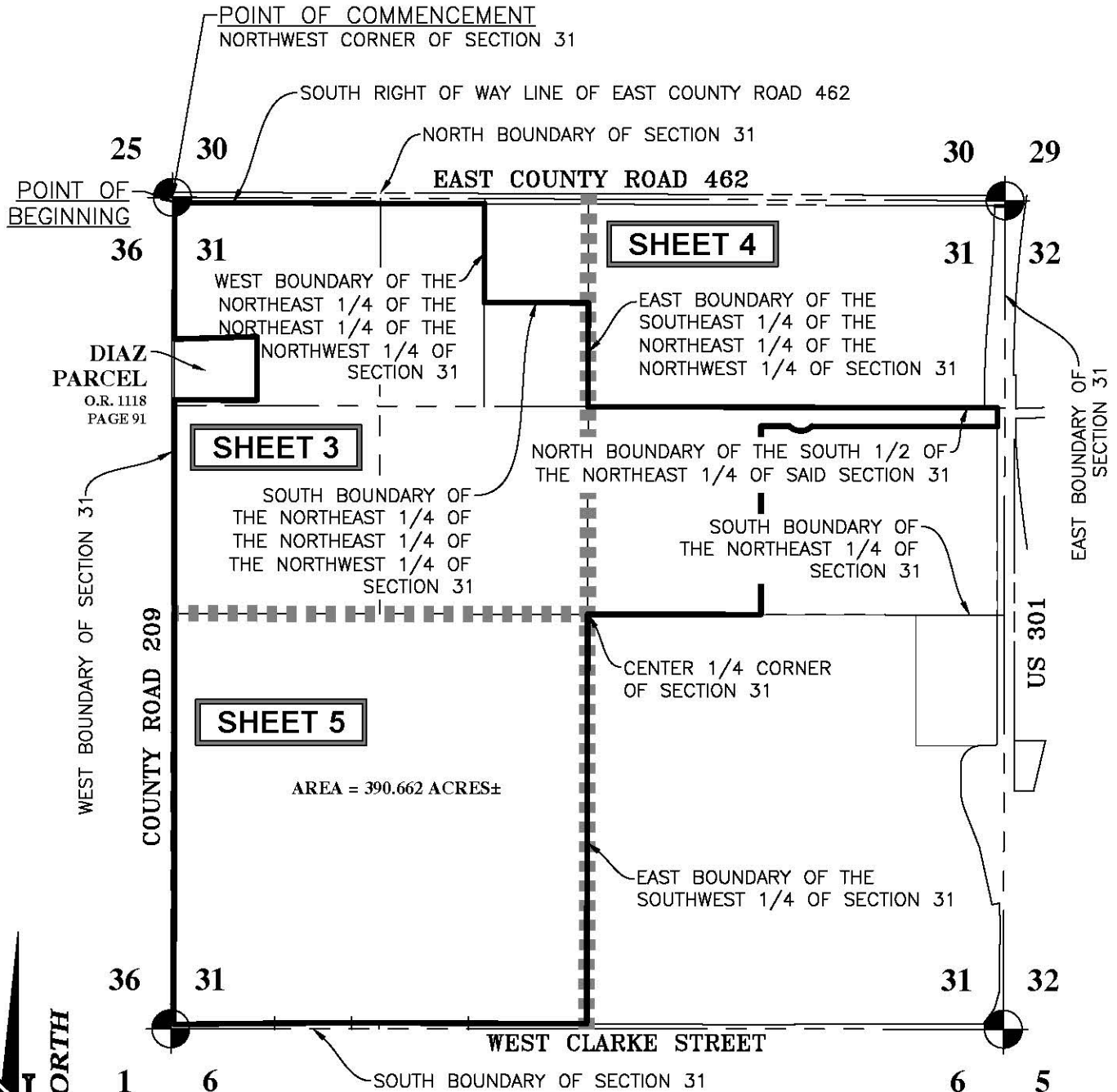


GeoPoint
Surveying, Inc.

FILE PATH: P:\TWISTED OAKS\DESCRIPTIONS\TWISTED OAKS-CDD-D&S.DWG LAST SAVED BY: MFANNICK

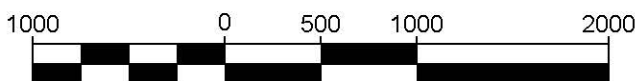
01 of 05

Description Sketch (Not A Survey)



ABBREVIATION LEGEND

O.R. ----- OFFICIAL RECORDS BOOK
± ----- MORE OR LESS

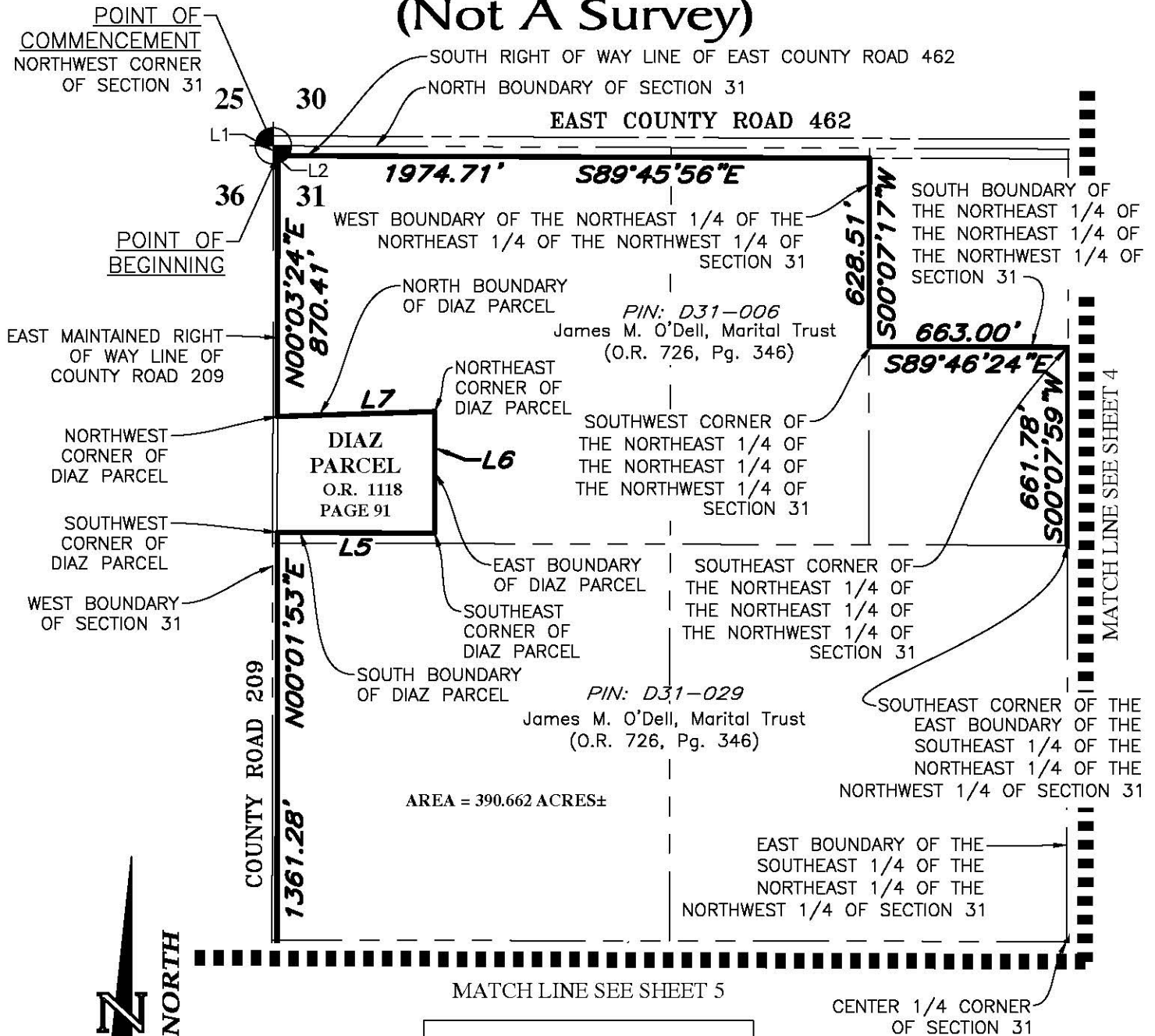


SCALE: 1"=1000'

213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Licensed Business No.: LB 7768

GeoPoint
Surveying, Inc.

Description Sketch (Not A Survey)



213 Hobbs Street
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Phone: (813) 248-8888
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GeoPoint
Surveying, Inc.

EAST BOUNDARY OF THE
SOUTHEAST 1/4 OF THE
NORTHEAST 1/4 OF THE
NORTHWEST 1/4 OF
SECTION 31

Description Sketch (Not A Survey)

30 29

EAST COUNTY ROAD 462

NORTH BOUNDARY
OF SECTION 31

31 32

SOUTHEAST CORNER OF THE
EAST BOUNDARY OF THE
SOUTHEAST 1/4 OF THE
NORTHEAST 1/4 OF THE
NORTHWEST 1/4 OF SECTION 31

LINE DATA TABLE

NO.	BEARING	LENGTH
L3	S00°00'04"E	120.00'
L4	N89°50'09"W	181.80'

NORTH BOUNDARY OF THE SOUTH 1/2 OF
THE NORTHEAST 1/4 OF SAID SECTION 31

2608.41' S89°50'09"E

S00°07'59"W
661.78'

SOUTHEAST CORNER OF
THE EAST BOUNDARY OF
THE SOUTHEAST 1/4 OF
THE NORTHEAST 1/4 OF
THE NORTHWEST 1/4 OF
SECTION 31

AREA = 390.662 ACRES±

CENTER 1/4 CORNER
OF SECTION 31

S00°07'36"W
2609.11'

N89°53'23"W
1104.52'

EAST BOUNDARY OF THE
SOUTHWEST 1/4 OF SECTION 31

NORTH MAINTAINED RIGHT OF WAY
LINE OF WEST CLARKE STREET

WEST CLARKE STREET

L4 N89°50'09"W 1182.13'

C1

PIN: D31-039

SOUTH BOUNDARY OF
THE NORTHEAST 1/4 OF
SECTION 31

1201.35'
S00°00'00"W

WEST RIGHT OF
WAY LINE OF U.S.
301

EAST BOUNDARY
OF SECTION 31

US 301



31 32

6 5

CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	100.00'	91°16'40"	159.31'	142.99'	N89°50'09"W

500 0 250 500 1000



SCALE: 1"=500'

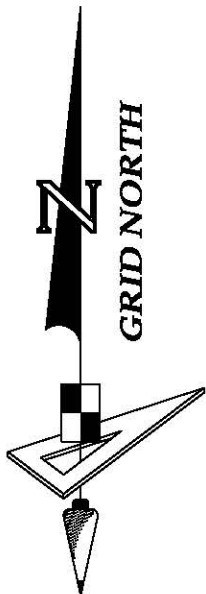
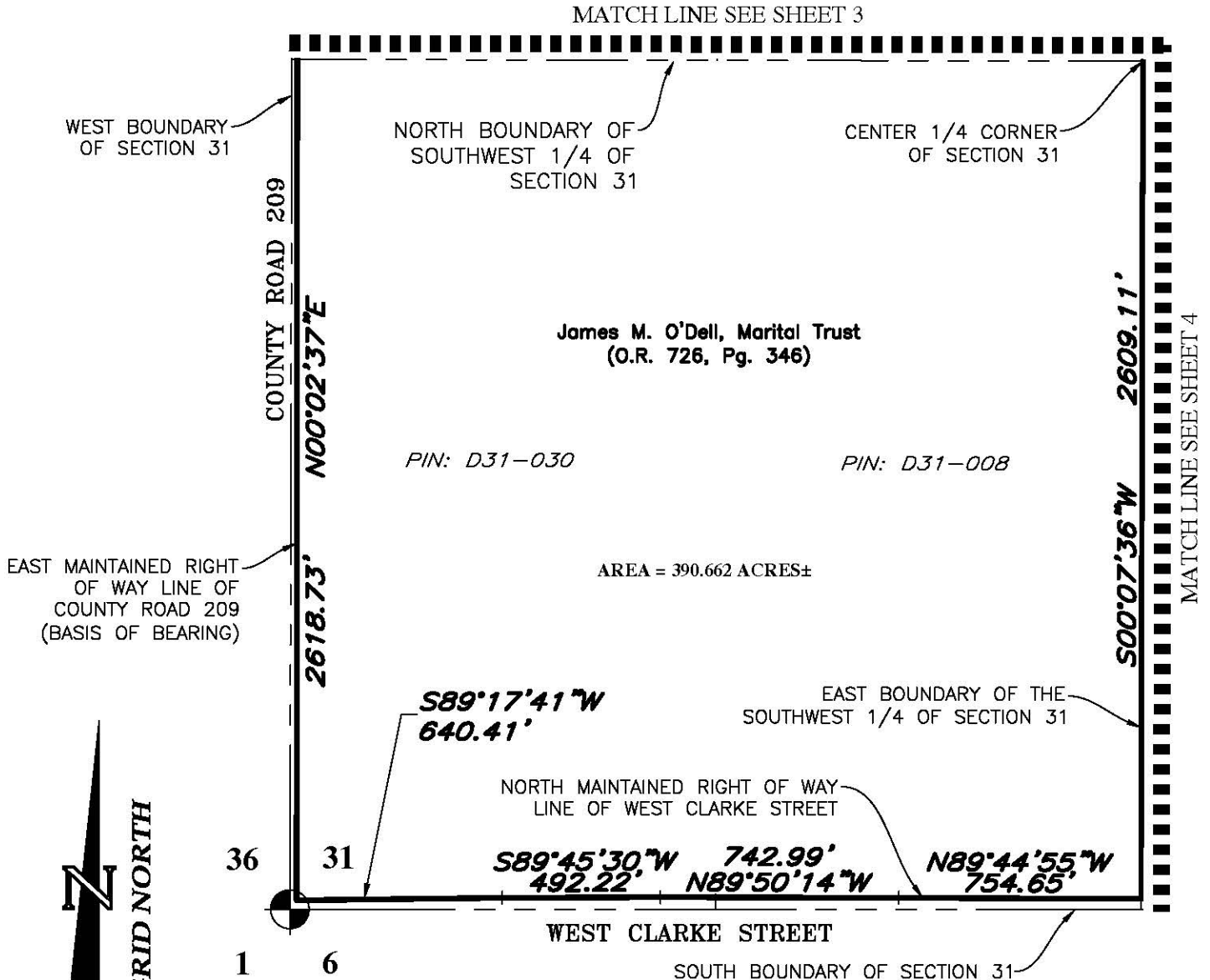
ABBREVIATION LEGEND

± ----- MORE OR LESS

213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Licensed Business No.: LB 7768

GeoPoint
Surveying, Inc.

Description Sketch (Not A Survey)



BEARINGS SHOWN HEREON ARE BASED ON THE EAST RIGHT OF WAY OF WAY OF COUNTY ROAD 209, HAVING A GRID BEARING OF N00°02'37". THE GRID BEARINGS AS SHOWN HEREON REFER TO THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICA HORIZONTAL DATUM OF 1983 (NAD 83-2011 ADJUSTMENT) FOR THE WEST ZONE OF FLORIDA.



SCALE: 1"=500'

ABBREVIATION LEGEND

± ----- MORE OR LESS

213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Licensed Business No.: LB 7768

GeoPoint
Surveying, Inc.

EXHIBIT 3

This instrument was prepared by and
upon recording should be returned to:

KE LAW GROUP, PLLC
PO Box 6386
Tallahassee, Florida 32314

**Consent and Joinder of Landowner
to the Establishment of a Community Development District**

The undersigned is the owner of certain lands more fully described on Exhibit A attached hereto and made a part hereof ("Property").

As an owner of lands that are intended to constitute all or a part of the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, *Florida Statutes*, Petitioner is required to include the written consent to the establishment of the Community Development District of one hundred percent (100%) of the owners of the lands to be included within the Community Development District.

The undersigned hereby consents to the establishment of a Community Development District that will include the Property within the lands to be a part of the Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the application process for the establishment of the Community Development District.

The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is established or three years from the date hereof, whichever shall first occur. The undersigned further agrees that this consent shall be deemed to run with the Property and be binding upon the owner and its successors and assigns as to the Property or portions thereof.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the officer executing this instrument.

[SIGNATURE PAGE TO FOLLOW]

Executed this ____ day of _____, 2021.

Witnessed:

KL TWISTED OAKS LLC

Matthew Anuso
Print Name: MATTHEW ANUSO

BY: James P. Harvey
Print Name: James P. Harvey
ITS: Authorized Signatory

Bryon T. LoPreste
Print Name: BRYON T. LOPRESTE

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 11th day of August, 2021, by James P. Harvey, as Authorized Signatory of KL Twist Oaks LLC, who appeared before me this day in person, and who is either ☒ personally known to me, or ☐ produced _____ as identification.

Bryon T. LoPreste
NOTARY PUBLIC, STATE OF FLORIDA

Name: Bryon T. LoPreste
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

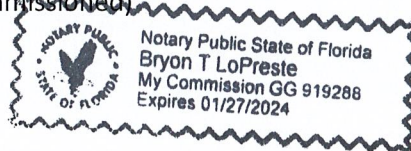


Exhibit A: Legal Description

EXHIBIT A

TWISTED OAKS – COMMUNITY DEVELOPMENT DISTRICT

DESCRIPTION: A parcel of land lying in Section 31, Township 18 South, Range 23 East, Sumter County, Florida, and being more particularly described as follows:

COMMENCE at the Northwest corner of said Section 31, run thence along the West boundary of said Section 31, S.00°05'52"W., a distance of 33.00 feet; thence along a line lying 33.00 feet South of and parallel with the North boundary of said Section 31, the following two (2) courses: 1) S.89°45'56"E., a distance of 14.51 feet to a point of intersection with the South right of way line of East County Road 462 and the East maintained right of way line of County Road 209, said point also being the **POINT OF BEGINNING**; 2) along said South right of way line of East County Road 462, continue S.89°45'56"E., a distance of 1974.71 feet to a point on the West boundary of the Northeast 1/4 of the Northeast 1/4 of the Northwest 1/4 of aforesaid Section 31; thence along said West boundary of the Northeast 1/4 of the Northeast 1/4 of the Northwest 1/4 of Section 31, S.00°07'17"W., a distance of 628.51 feet to the Southwest corner thereof; thence along the South boundary of said Northeast 1/4 of the Northeast 1/4 of the Northwest 1/4 of Section 31, S.89°46'24"E., a distance of 663.00 feet to the Southeast corner thereof; thence along the East boundary of the Southeast 1/4 of said Northeast 1/4 of the Northwest 1/4 of Section 31, S.00°07'59"W., a distance of 661.78 feet to the Southeast corner thereof; thence along the North boundary of the South 1/2 of the Northeast 1/4 of said Section 31, S.89°50'09"E., a distance of 2608.41 feet to the West right of way line of U.S. 301 (State Road 35 per Florida Department of Transportation Right of Way Map Section 18010); thence along said West right of way line of U.S. 301, S.00°00'04"E., a distance of 120.00 feet; thence along a line lying 120.00 feet South of and parallel with aforesaid North boundary of the South 1/2 of the Northeast 1/4 of Section 31, N.89°50'09"W., a distance of 1182.13 feet to a point of non-tangent curvature; thence Westerly, 159.31 feet along the arc of a non-tangent curve to the right having a radius of 100.00 feet and a central angle of 91°16'40" (chord bearing N.89°50'09"W., 142.99 feet); thence along aforesaid line lying 120.00 feet South of and parallel with the North boundary of the South 1/2 of the Northeast 1/4 of Section 31, N.89°50'09"W., a distance of 181.80 feet; thence S.00°00'00"W., a distance of 1201.35 feet to the South boundary of aforesaid Northeast 1/4 of Section 31; thence along said South boundary of the Northeast 1/4 of Section 31, N.89°53'23"W., a distance of 1104.52 feet to the Center 1/4 corner of said Section 31; thence along the East boundary of the Southwest 1/4 of said Section 31, S.00°07'36"W., a distance of 2609.11 feet to the North maintained right of way line of West Clarke Street; thence along said North maintained right of way line (as found monumented), the following four (4) courses: 1) N.89°44'55"W., a distance of 754.65 feet; 2) N.89°50'14"W., a distance of 742.99 feet; 3) S.89°45'30"W., a distance of 492.22 feet; 4) S.89°17'41"W., a distance of 640.41 feet to a point of intersection with aforesaid East maintained right of way line of County Road 209 and aforesaid North maintained right of way line of West Clarke Street; thence along said East maintained right of way line of County Road 209, the following two (2) courses: 1) N.00°02'37"E., a distance of 2618.73 feet to a point on the North boundary of aforesaid Southwest 1/4 of Section 31; 2) N.00°01'53"E., a distance of 1361.28 feet to the Southwest corner of Diaz Parcel recorded in Official Records Book 1118, Page 91, of the Public Records of Sumter County, Florida; thence along the South boundary of said Diaz Parcel, S.89°40'13"E., a distance of 524.60 feet to the Southeast corner thereof; thence along the East boundary of said Diaz Parcel, N.00°06'47"E., a distance of 406.10 feet to the Northeast corner thereof; thence along the North boundary of said Diaz Parcel, S.88°11'56"W., a distance of 525.05 feet to the Northwest corner thereof; thence along aforesaid East maintained right of way line of County Road 209, N.00°03'24"E., a distance of 870.41 feet to the **POINT OF BEGINNING**.

Containing 339.289 acres, more or less.

EXHIBIT 4

CR 216

C-472

**PROPOSED
TWISTED OAKS POINTE
COMMUNITY
DEVELOPMENT
DISTRICT**

Lake Miona



0 1/2 1
GRAPHIC SCALE 1"= 1/2mile

CR 209

C-462E

CR 466A

VILLAGES OF
WILDWOOD DRI



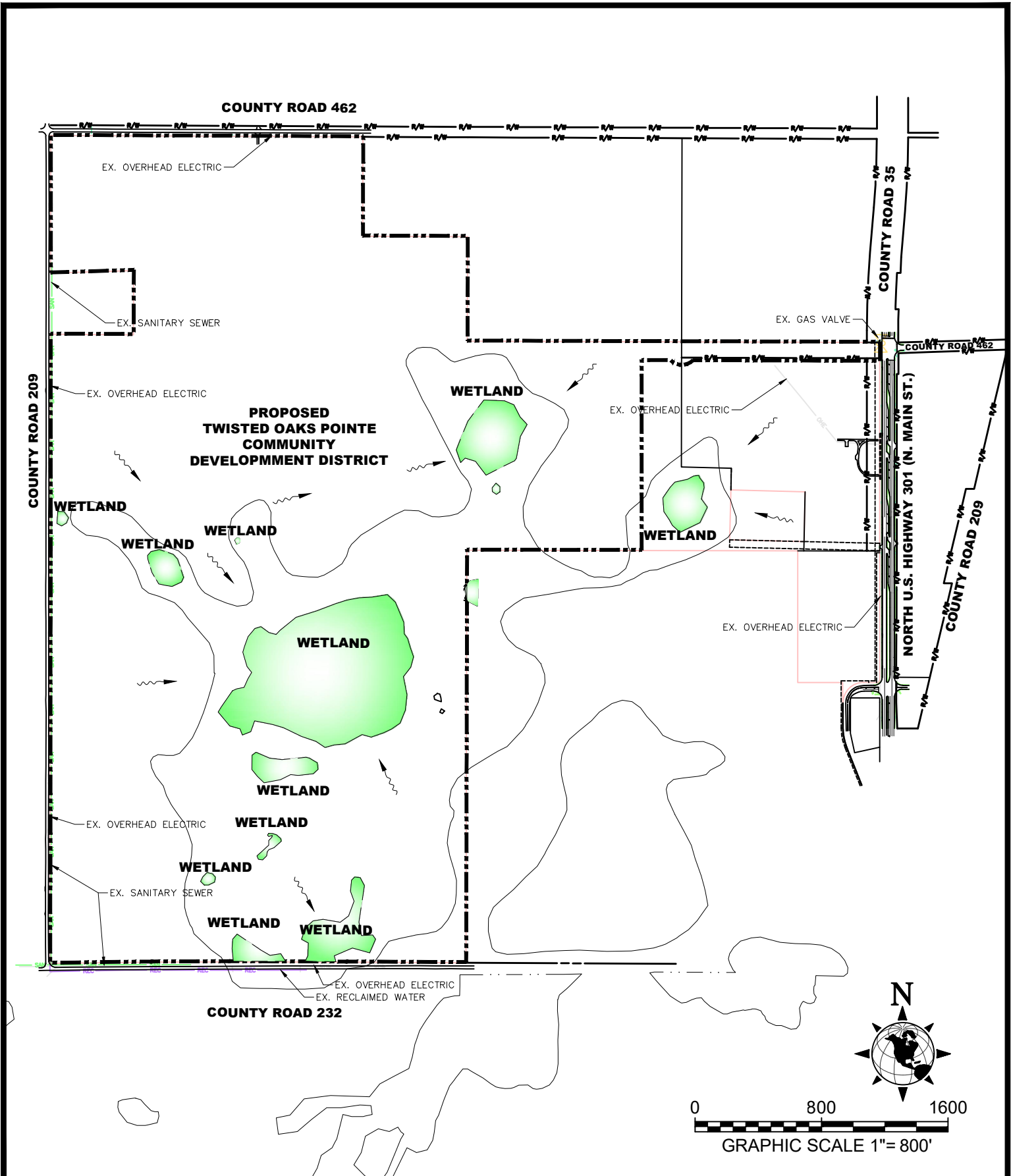
MORRIS ENGINEERING AND CONSULTING, LLC
Civil Engineering and Land Development Consulting
2004 53rd Avenue East, Bradenton, Florida 34203 C.A. 28780 941-228-4729 www.morrisengineering.net

DATE 5/11/21	
PROJECT TOP	
DRAWING FLUMAP	
DRAWN DL	CHECKED MAM

Future Land Use Map
TWISTED OAKS POINTE CDD
Wildwood, Florida

SCALE 1"=1/2mile	
SEC.-TSP.-RNG. 31-185-235	
SHEET 1	OF 1

EXHIBIT 5



M	MORRIS ENGINEERING AND CONSULTING, LLC Civil Engineering and Land Development Consulting 2004 53rd Avenue East, Bradenton, Florida 34203 C.A. 28780 941-228-4729 www.morrisengineering.net	DATE: 5/11/21 PROJECT: TOP DRAWING: UTIL-EX DRAWN: DL CHECKED: MJM	Existing Utilities and Drainage Map TWISTED OAKS POINTE CDD Wildwood, Florida	SCALE: 1"=500' SEC.-TSP.-RNG. 31-185-23E	SHEET 1 OF 1
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EXHIBIT 6

TWISTED OAKS POINTE COMMUNITY DEVELOPMENT DISTRICT

PROPOSED FACILITIES					
<u>Facility</u>	<u>Construction Funded By</u>	<u>Ownership</u>	<u>Capital Financing</u>	<u>Operation and Maintenance</u>	<u>Annual Cost</u>
Un-Gated Roadways	CDD	County/City	Special Assessment Revenue Bonds	County/City	\$25,000
Gated Roadways	Developer	HOA	Private	HOA	N/A
Stormwater Management	CDD	CDD	Special Assessment Revenue Bonds	CDD	\$50,000
Utilities (Water & Sewer)	CDD	City	Special Assessment Revenue Bonds	City	\$35,000
Offsite Improvements	CDD	County/City	Special Assessment Revenue Bonds	County/City	\$10,000
Amenity	CDD	CDD	Special Assessment Revenue Bonds	CDD/HOA*	\$80,000
Landscaping/ Lighting	CDD	CDD	Special Assessment Revenue Bonds	CDD	\$75,000

* The Amenity may be Maintained by the HOA in the event it is not funded by the District, or the HOA may maintain the Amenity on behalf of the CDD via Agreement.

CONSTRUCTION COST ESTIMATE	
<u>Facility Description</u>	<u>Estimated Cost</u>
Roadways	\$ 6,000,000.00
Stormwater Management	\$ 6,500,000.00
Utilities (Water, Sewer)	\$ 5,500,000.00
Offsite Improvements	\$ 3,000,000.00
Landscaping/Lighting	\$ 2,000,000.00
Amenity	\$ 2,500,000.00
Professional Services	\$ 2,000,000.00
Contingency (10%)	\$ 2,750,000.00
TOTAL	\$ 30,250,000.00

CONSTRUCTION TIMETABLE					
	Percentage Complete				
<i>Phase</i>	<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>
<i>Year</i>	<i>2022</i>	<i>2023</i>	<i>2024</i>	<i>2025</i>	<i>2026</i>
Roadways	50%	15%	15%	10%	10%
Stormwater Management	65%	15%	10%	5%	5%
Utilities (Water, Sewer)	65%	15%	10%	5%	5%
Offsite Improvements	75%	10%	10%	5%	0%
Landscaping/Lighting	50%	15%	15%	10%	10%
TOTAL	50%	15%	15%	10%	10%

EXHIBIT 7

Twisted Oaks Pointe COMMUNITY DEVELOPMENT DISTRICT

Statement of Estimated Regulatory Costs

August 10, 2021



Provided by

Wrathell, Hunt and Associates, LLC

2300 Glades Road, Suite 410W

Boca Raton, FL 33431

Phone: 561-571-0010

Fax: 561-571-0013

Website: www.whhassociates.com

STATEMENT OF ESTIMATED REGULATORY COSTS

1.0 Introduction

1.1 Purpose and Scope

This Statement of Estimated Regulatory Costs ("SERC") supports the petition to establish the Twisted Oaks Pointe Community Development District ("District") in accordance with the "Uniform Community Development District Act of 1980," Chapter 190, Florida Statutes (the "Act"). The proposed District will comprise approximately 339.289 +/- acres of land located within the City of Wildwood, Florida (the "City") and is projected to contain approximately 955 residential dwelling units, which will make up the Twisted Oaks Pointe development. The limitations on the scope of this SERC are explicitly set forth in Section 190.002(2)(d), Florida Statutes ("F.S.") (governing District establishment) as follows:

"That the process of establishing such a district pursuant to uniform general law be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant (emphasis added)."

1.2 Overview of the Twisted Oaks Pointe Community Development District

The District is designed to provide public infrastructure, services, and facilities along with operation and maintenance of the same to a master planned residential development currently anticipated to contain a total of approximately 955 residential dwelling units, all within the boundaries of the District. Tables 1 and 2 under Section 5.0 detail the anticipated improvements and ownership/maintenance responsibilities the proposed District is anticipated to construct, operate and maintain.

A community development district ("CDD") is an independent unit of special purpose local government authorized by the Act to plan, finance, construct, operate and maintain community-wide infrastructure in planned community developments. CDDs provide a "solution to the state's planning, management and financing needs for delivery of capital infrastructure in order to service projected growth without overburdening other governments and their taxpayers." Section 190.002(1)(a), F.S.

A CDD is not a substitute for the local, general purpose government unit, i.e., the city or county in which the CDD lies. A CDD does not have the permitting, zoning or policing powers possessed by general purpose governments. A CDD is an alternative means of financing, constructing, operating and maintaining public infrastructure for developments, such as Twisted Oaks Pointe.

1.3 Requirements for Statement of Estimated Regulatory Costs

Section 120.541(2), F.S., defines the elements a statement of estimated regulatory costs must contain:

- (a) An economic analysis showing whether the rule directly or indirectly:
 - 1. Is likely to have an adverse impact on economic growth, private sector job creation or employment,

or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the rule;

2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the rule; or

3. Is likely to increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the rule.

(b) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

(c) A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state or local revenues.

(d) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local government entities, required to comply with the requirements of the rule. As used in this section, "transactional costs" are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, the cost of monitoring and reporting, and any other costs necessary to comply with the rule.

(e) An analysis of the impact on small businesses as defined by s. 288.703, and an analysis of the impact on small counties and small cities as defined in s. 120.52. The impact analysis for small businesses must include the basis for the agency's decision not to implement alternatives that would reduce adverse impacts on small businesses. (City of Wildwood, according to the Census 2020, has a population of 7,720; therefore, it is defined as a small City for the purposes of this requirement.)

(f) Any additional information that the agency determines may be useful.

(g) In the statement or revised statement, whichever applies, a description of any regulatory alternatives submitted under paragraph (1)(a) and a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

Note: the references to "rule" in the statutory requirements for the Statement of Estimated Regulatory Costs also apply to an "ordinance" under section 190.005(2)(a), F.S.

- 2.0 An economic analysis showing whether the ordinance directly or indirectly:**
- 1. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance;**
 - 2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance; or**
 - 3. Is likely to increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance.**

The ordinance establishing the District is not anticipated to have any direct or indirect adverse impact on economic growth, private sector job creation or employment, private sector investment, business competitiveness, ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation. Any increases in regulatory costs, principally the anticipated increases in transactional costs as a result of imposition of special assessments by the District will be the direct result of facilities and services provided by the District to the landowners within the District. However, as property ownership in the District is voluntary and all additional costs will be disclosed to prospective buyers prior to sale, such increases should be considered voluntary, self-imposed and offset by benefits received from the infrastructure and services provided by the District.

2.1 Impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance.

The purpose for establishment of the District is to provide public facilities and services to support the development of a new, master planned residential development. The development of the approximately 339.289 +/- acres anticipated to be within the District will promote local economic activity, create local value, lead to local private sector investment and is likely to result in local private sector employment and/or local job creation.

Establishment of the District will allow a systematic method to plan, fund, implement, operate and maintain, for the benefit of the landowners within the District, various public facilities and services. Such facilities and services, as further described in Section 5, will allow for the development of the land within the District. The provision of District's infrastructure and the subsequent development of land will generate private economic activity, economic growth, investment and employment, and job creation. The District intends to use proceeds of indebtedness to fund construction of public infrastructure, which will be constructed by private firms, and once constructed, is likely to use private firms to operate and maintain such infrastructure and provide services to the landowners and residents of the District. The private developer of the land in the District will use its private funds to conduct the private land development and construction of an anticipated approximately 550 residential dwelling units the construction, sale, and continued use/maintenance of which will involve private firms. While similar economic growth, private sector job creation or employment, or private sector investment could be achieved in absence of the District by the private sector alone, the fact that the establishment of the District is initiated by the private developer means that the private developer considers the establishment and continued operation of the District as beneficial to the process of land development and the future economic activity taking place within the District, which in turn will

lead directly or indirectly to economic growth, likely private sector job growth and/or support private sector employment, and private sector investments.

2.2 Impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance.

When assessing the question of whether the establishment of the District is likely to directly or indirectly have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation, one has to compare these factors in the presence and in the absence of the District in the development. When the question is phrased in this manner, it can be surmised that the establishment of the District is likely to not have a direct or indirect adverse impact on business competitiveness, productivity, or innovation versus that same development without the District. Similar to a purely private solution, District contracts will be bid competitively as to achieve the lowest cost/best value for the particular infrastructure or services desired by the landowners, which will insure that contractors wishing to bid for such contracts will have to demonstrate to the District the most optimal mix of cost, productivity and innovation. Additionally, the establishment of the District for the development is not likely to cause the award of the contracts to favor non-local providers any more than if there was no District. The District, in its purchasing decisions, will not vary from the same principles of cost, productivity and innovation that guide private enterprise.

2.3 Likelihood of an increase in regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance.

The establishment of the District will not increase any regulatory costs of the State or the City by virtue that the District will be one of many already existing similar districts within the State and also as described in more detail in Section 4, the proposed District will pay a one-time filing fee to the City to offset any expenses that the City may incur in holding a local public hearing on the petition. Similarly, the proposed District will pay annually the required Special District Filing Fee, which fee is meant to offset any State costs related to its oversight of all special districts in the State.

The establishment of the District will, however, directly increase regulatory costs to the landowners within the District. Such increases in regulatory costs, principally the anticipated increases in transactional costs as a result of likely imposition of special assessments and use fees by the District, will be the direct result of facilities and services provided by the District to the landowners within the District. However, as property ownership in the District is completely voluntary, all current property owners must consent to the establishment of the District and all initial prospective buyers will have such additional transaction costs disclosed to them prior to sale, as required by State law. Such costs, however, should be considered voluntary, self-imposed, and as a tradeoff for the service and facilities provided by the District.

The District will incur overall operational costs related to services for infrastructure maintenance, landscaping, and similar items. In the initial stages of development, the costs will likely be minimized. These operating costs will be funded by the landowners through direct funding agreements or special assessments levied by the District. Similarly, the District may incur costs associated with the issuance and repayment of special assessment revenue bonds. While these costs in the aggregate may approach

the stated threshold over a five year period, this would not be unusual for a Project of this nature and the infrastructure and services proposed to be provided by the District will be needed to serve the Project regardless of the existence of the District. Thus, the District-related costs are not additional development costs. Due to the relatively low cost of financing available to CDDs, due to the tax-exempt nature of their debt, certain improvements can be provided more efficiently by the District than by alternative entities. Furthermore, it is important to remember that such costs would be funded through special assessments paid by landowners within the District, and would not be a burden on the taxpayers outside the District.

3.0 A good faith estimate of the number of individuals and entities likely to be required to comply with the ordinance, together with a general description of the types of individuals likely to be affected by the ordinance.

The individuals and entities likely to be required to comply with the ordinance or affected by the proposed action (i.e., adoption of the ordinance) can be categorized, as follows: 1) The State of Florida and its residents, 2) the City of Wildwood and its residents, 3) current property owners, and 4) future property owners.

a. The State of Florida

The State of Florida and its residents and general population will not incur any compliance costs related to the establishment and on-going administration of the District, and will only be affected to the extent that the State incurs those nominal administrative costs outlined herein. The cost of any additional administrative services provided by the State as a result of this project will be incurred whether the infrastructure is financed through a CDD or any alternative financing method.

b. City of Wildwood

The City and its residents not residing within the boundaries of the District will not incur any compliance costs related to the establishment and on-going administration of the District other than any one-time administrative costs outlined herein, which will be offset by the filing fee submitted to the City. Once the District is established, these residents will not be affected by adoption of the ordinance. The cost of any additional administrative services provided by the City as a result of this development will be incurred whether the infrastructure is financed through a CDD or any alternative financing method.

c. Current Property Owners

The current property owners of the lands within the proposed District boundaries will be affected to the extent that the District allocates debt for the construction of infrastructure and undertakes operation and maintenance responsibility for that infrastructure.

d. Future Property Owners

The future property owners are those who will own property in the proposed District. These future property owners will be affected to the extent that the District allocates debt for the construction of infrastructure and undertakes operation and maintenance responsibility for that infrastructure.

The proposed District will serve land that comprises an approximately 339.289 +/- acre master

planned residential development currently anticipated to contain a total of approximately 955 residential dwelling units, although the development plan can change. Assuming an average density of 3.5 persons per residential dwelling unit, the estimated residential population of the proposed District at build out would be approximately 3,343 +/- and all of these residents as well as the residential and non-residential landowners within the District will be affected by the ordinance. The City, the proposed District and certain state agencies will also be affected by or required to comply with the ordinance as more fully discussed hereafter.

4.0 A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed ordinance, and any anticipated effect on state or local revenues.

The City is establishing the District by ordinance in accordance with the Act and, therefore, there is no anticipated effect on state or local revenues.

4.1 Costs to Governmental Agencies of Implementing and Enforcing Ordinance

Because the result of adopting the ordinance is the establishment of an independent local special purpose government, there will be no significant enforcing responsibilities of any other government entity, but there will be various implementing responsibilities which are identified with their costs herein.

State Governmental Entities

The cost to state entities to review or enforce the proposed ordinance will be very modest. The District comprises less than 2,500 acres and is located within the boundaries of the City of Wildwood. Therefore, the City (and not the Florida Land and Water Adjudicatory Commission) will review and act upon the Petition to establish the District, in accordance with Section 190.005(2), F.S. There are minimal additional ongoing costs to various state entities to implement and enforce the proposed ordinance. The costs to various state entities to implement and enforce the proposed ordinance relate strictly to the receipt and processing of various reports that the District is required to file with the State and its various entities. Appendix A lists the reporting requirements. The costs to those state agencies that will receive and process the District's reports are minimal because the District is only one of many governmental units that are required to submit the various reports. Therefore, the marginal cost of processing one additional set of reports is inconsequential. Additionally, pursuant to section 189.064, F.S., the District must pay an annual fee to the State of Florida Department of Economic Opportunity which offsets such costs.

City of Wildwood, Florida

The proposed land for the District is located within the City of Wildwood, Florida and consists of less than 2,500 acres. The City and its staff may process, analyze, conduct a public hearing, and vote upon the petition to establish the District. These activities will absorb some resources; however, these costs incurred by the City will be modest for a number of reasons. First, review of the petition to establish the District does not include analysis of the project itself. Second, the petition itself provides most, if not all, of the information needed for a staff review. Third, the City already possesses the staff needed to conduct the review without the need for new staff. Fourth, there is no capital required to review

the petition. Fifth, the potential costs are offset by a filing fee included with the petition to offset any expenses the City may incur in the processing of this petition. Finally, the City already processes similar petitions, though for entirely different subjects, for land uses and zoning changes that are far more complex than the petition to establish a community development district.

The annual costs to the City, because of the establishment of the District, are also very small. The District is an independent unit of local government. The only annual costs the City faces are the minimal costs of receiving and reviewing the various reports that the District is required to provide to the City, or any monitoring expenses the City may incur if it establishes a monitoring program for this District.

4.2 Impact on State and Local Revenues

Adoption of the proposed ordinance will have no negative impact on state or local revenues. The District is an independent unit of local government. It is designed to provide infrastructure facilities and services to serve the development project and it has its own sources of revenue. No state or local subsidies are required or expected.

Any non-ad valorem assessments levied by the District will not count against any millage caps imposed on other taxing authorities providing services to the lands within the District. It is also important to note that any debt obligations the District may incur are not debts of the State of Florida or any other unit of local government. By Florida law, debts of the District are strictly its own responsibility.

5.0 A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local government entities, required to comply with the requirements of the ordinance.

Table 1 provides an outline of the various facilities and services the proposed District may provide. Financing for these facilities is projected to be provided by the District.

Table 2 illustrates the estimated costs of construction of the capital facilities, outlined in Table 1. Total costs of construction for those facilities that may be provided are estimated to be approximately \$30,250,000. The District may levy non-ad valorem special assessments (by a variety of names) and may issue special assessment bonds to fund the costs of these facilities. These bonds would be repaid through non-ad valorem special assessments levied on all developable properties in the District that may benefit from the District's infrastructure program as outlined in Table 2.

Prospective future landowners in the proposed District may be required to pay non-ad valorem special assessments levied by the District to provide for facilities and secure any debt incurred through bond issuance. In addition to the levy of non-ad valorem special assessments which may be used for debt service, the District may also levy a non-ad valorem assessment to fund the operations and maintenance of the District and its facilities and services. However, purchasing a property within the District or locating in the District by new residents is completely voluntary, so, ultimately, all landowners and residents of the affected property choose to accept the non-ad valorem assessments as a tradeoff for the services and facilities that the District will provide. In addition, state law requires all assessments levied by the District to be disclosed by the initial seller to all prospective purchasers of property within the District.

Table 1

**TWISTED OAKS POINTE COMMUNITY DEVELOPMENT
DISTRICT
Proposed Facilities and Services**

FACILITY	FUNDED	OWNED BY	MAINTAINED BY
Public Roadways	CDD	City/County	City/County
Private Roadways	Developer	HOA	HOA
Stormwater Management	CDD	CDD	CDD
Utilities (Water & Sewer)	CDD	City	City
Offsite Improvements	CDD	City/County	City/County
Amenity	CDD	CDD	CDD/HOA*
Landscaping/Lighting	CDD	CDD	CDD

*The Amenity may be maintained by the HOA in the event it is not funded by the District, or the HOA may maintain the Amenity on behalf of the CDD via Agreement.

Table 2

**TWISTED OAKS POINTE COMMUNITY DEVELOPMENT
DISTRICT
Estimated Costs of Construction**

CATEGORY	COST
Roadways	\$6,000,000
Stormwater Management	\$6,500,000
Utilities (Water & Sewer)	\$5,500,000
Offsite Improvements	\$3,000,000
Amenity	\$2,000,000
Landscaping/Lighting	\$2,500,000
Professional Services	\$2,000,000
Contingency	\$2,750,000
Total	\$30,250,000

A CDD provides the property owners with an alternative mechanism of providing public services; however, special assessments and other impositions levied by the District and collected by law represent the transactional costs incurred by landowners as a result of the establishment of the District. Such transactional costs should be considered in terms of costs likely to be incurred under alternative public and private mechanisms of service provision, such as other independent special districts, City or its dependent districts, or City management but financing with municipal service benefit units and municipal service taxing units, or private entities, all of which can be grouped into three major categories: public district, public other, and private.

With regard to the public services delivery, dependent and other independent special districts can be used to manage the provision of infrastructure and services, however, they are limited in the types of services they can provide, and likely it would be necessary to employ more than one district to provide

all services needed by the development.

Other public entities, such as cities, are also capable of providing services, however, their costs in connection with the new services and infrastructure required by the new development and, transaction costs, would be borne by all taxpayers, unduly burdening existing taxpayers. Additionally, other public entities providing services would also be inconsistent with the State's policy of "growth paying for growth".

Lastly, services and improvements could be provided by private entities. However, their interests are primarily to earn short-term profits and there is no public accountability. The marginal benefits of tax-exempt financing utilizing CDDs would cause the CDD to utilize its lower transactional costs to enhance the quality of infrastructure and services.

In considering transactional costs of CDDs, it shall be noted that occupants of the lands to be included within the District will receive three major classes of benefits.

First, those residents in the District will receive a higher level of public services which in most instances will be sustained over longer periods of time than would otherwise be the case.

Second, a CDD is a mechanism for assuring that the public services will be completed concurrently with development of lands within the development. This satisfies the revised growth management legislation, and it assures that growth pays for itself without undue burden on other consumers. Establishment of the District will ensure that these landowners pay for the provision of facilities, services and improvements to these lands.

Third, a CDD is the sole form of local governance which is specifically established to provide District landowners with planning, construction, implementation and short and long-term maintenance of public infrastructure at sustained levels of service.

The cost impact on the ultimate landowners in the development is not the total cost for the District to provide infrastructure services and facilities. Instead, it is the incremental costs above, if applicable, what the landowners would have paid to install infrastructure via an alternative financing mechanism.

Consequently, a CDD provides property owners with the option of having higher levels of facilities and services financed through self-imposed revenue. The District is an alternative means to manage necessary development of infrastructure and services with related financing powers. District management is no more expensive, and often less expensive, than the alternatives of various public and private sources.

6.0 An analysis of the impact on small businesses as defined by Section 288.703, F.S., and an analysis of the impact on small counties and small cities as defined by Section 120.52, F.S.

There will be little impact on small businesses because of the establishment of the District. If anything, the impact may be positive because the District must competitively bid all of its contracts and competitively negotiate all of its contracts with consultants over statutory thresholds. This affords small businesses the opportunity to bid on District work.

City of Wildwood has a population of 7,720 according to the Census 2020 conducted by the United

States Census Bureau and is therefore defined as a "small" City according to Section 120.52, F.S. It can be reasonably expected that the establishment of community development district for the Twisted Oaks Pointe development will not produce any marginal effects that would be different from those that would have occurred if the Twisted Oaks Pointe development was developed without a community development district established for it by the City.

7.0 Any additional useful information.

The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of regulatory costs and benefits. Inputs were received from the Petitioner's Engineer and other professionals associated with the Petitioner.

In relation to the question of whether the proposed Twisted Oaks Pointe Community Development District is the best possible alternative to provide public facilities and services to the project, there are several additional factors which bear importance. As an alternative to an independent district, the City could establish a dependent district for the area or establish an MSBU or MSTU. Either of these alternatives could finance the improvements contemplated in Tables 1 and 2 in a fashion similar to the proposed District.

There are a number of reasons why a dependent district is not the best alternative for providing public facilities and services to the Twisted Oaks Pointe development. First, unlike a CDD, this alternative would require the City to administer the project and its facilities and services. As a result, the costs for these services and facilities would not be directly and wholly attributed to the land directly benefiting from them, as the case would be with a CDD. Administering a project of the size and complexity of the development program anticipated for the Twisted Oaks Pointe development is a significant and expensive undertaking.

Second, a CDD is preferable from a government accountability perspective. With a CDD, residents and landowners in the District would have a focused unit of government ultimately under their direct control. The CDD can then be more responsive to resident needs without disrupting other City responsibilities. By contrast, if the City were to establish and administer a dependent Special District, then the residents and landowners of the Twisted Oaks Pointe development would take their grievances and desires to the City Commission meetings.

Third, any debt of an independent CDD is strictly that District's responsibility. While it may be technically true that the debt of a City-established, dependent Special District is not strictly the City's responsibility, any financial problems that a dependent Special District may have may reflect on the City. This will not be the case if a CDD is established.

Another alternative to a CDD would be for a Property Owners' Association (POA) to provide the infrastructure as well as operations and maintenance of public facilities and services. A CDD is superior to a POA for a variety of reasons. First, unlike a POA, a CDD can obtain low cost funds from the municipal capital market. Second, as a government entity a CDD can impose and collect its assessments along with other property taxes on the County's real estate tax bill. Therefore, the District is far more assured of obtaining its needed funds than is a POA. Third, the proposed District is a unit of local government. This provides a higher level of transparency, oversight and accountability and the CDD has the ability to enter into interlocal agreements with other units of government.

8.0 A description of any regulatory alternatives submitted under section 120.541(1)(a), F.S., and a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed ordinance.

No written proposal, statement adopting an alternative or statement of the reasons for rejecting an alternative have been submitted.

Based upon the information provided herein, this Statement of Estimated Regulatory Costs supports the petition to establish the Twisted Oaks Pointe Community Development District.

APPENDIX A
LIST OF REPORTING REQUIREMENTS

REPORT	FL. STATUE CITATION	DATE
Annual Financial Audit	190.008/218.39	9 months after end of Fiscal Year
Annual Financial Report	190.008/218.32	45 days after the completion of the Annual Financial Audit but no more than 9 months after end of Fiscal Year
TRIM Compliance Report	200.068	no later than 30 days following the adoption of the property tax levy ordinance/resolution (if levying property taxes)
Form 1 - Statement of Financial Interest	112.3145	within 30 days of accepting the appointment, then every year thereafter by 7/1 (by "local officers" appointed to special district's board); during the qualifying period, then every year thereafter by 7/1 (by "local officers" elected to special district's board)
Public Facilities Report	189.08	within one year of special district's creation; then annual notice of any changes; and updated report every 7 years, 12 months prior to submission of local government's evaluation and appraisal report
Public Meetings Schedule	189.015	quarterly, semiannually, or annually
Bond Report	218.38	when issued; within 120 days after delivery of bonds
Registered Agent	189.014	within 30 days after first meeting of governing board
Proposed Budget	190.008	annually by June 15
Adopted Budget	190.008	annually by October 1
Public Depositor Report	280.17	annually by November 30
Notice of Establishment	190.0485	within 30 days after the effective date of an ordinance establishing the District
Notice of Public Financing	190.009	file disclosure documents in the property records of the county after financing

EXHIBIT 8

AUTHORIZATION OF AGENT

This letter shall serve as a designation of Jere Earlywine of KE Law Group, PLLC, to act as agent for Petitioner, KL Twisted Oaks LLC, with regard to any and all matters pertaining to the Petition to the Board of City Commissioners of the City of Wildwood, Florida, to Establish the Twisted Oaks Pointe Community Development District pursuant to the "Uniform Community Development District Act of 1980," Chapter 190, *Florida Statutes*, Section 190.156(1), *Florida Statutes*. This authorization shall remain in effect until revoked in writing.

KL TWISTED OAKS LLC

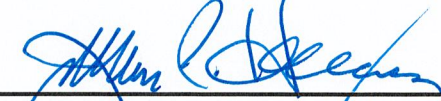
Witnessed:



Print Name: MATTHEW SPOSO



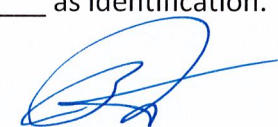
Print Name: Byron T. LoPreste



By: James P. Harvey
Its: Authorized Signatory

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 11th day of August, 2021, by James P. Harvey, as Authorized Signatory of KL Twisted Oaks LLC, on its behalf. He ☒ is personally known to me or ☐ produced _____ as identification.



Notary Public, State of Florida



CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: CP 2204-003 Bigham Plaza

REQUESTED ACTION: Special Magistrate recommends approval.

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

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

Case #	CP 2204-003 Bigham Plaza
Ordinance #	O2022-50
Applicant	Sandspur Construction Company Inc
Owner	468 Properties LLC
Property Location	On Warm Springs Avenue, approximately 1.26 miles west of Florida's Turnpike.
Parcel Number	G33-078
Date	6/30/22

The applicant seeks approval from the City Commission for a Small Scale Comprehensive Plan Amendment to change the Future Land Use designation from Agriculture (Sumter County) to South Wildwood Neighborhood Mixed Use (City) for the parcel listed above on 0.92 acres MOL. This request is accompanied by rezoning request RZ 2204-002. The requested FLU designation, South Wildwood Neighborhood Mixed Use, will become the Neighborhood Commercial Future Land Use designation in the newly adopted 2050 Comprehensive Plan.

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

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

The applicant intends to develop a commercial retail professional plaza on the parcel listed above and abutting parcels. This parcel was recently annexed into the city and requires a City Future Land Use and zoning designation to allow development.

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

The proposed amendment is not inconsistent with the goals, objectives and policies of the 2035 Comprehensive Plan. The subject property is located in the Wildwood South Sub-District. Comprehensive Plan FLU Policies 1.5.2, 1.5.3 and 1.5.4 describe standards for developments that occur within the Wildwood South Sub-District and within the South Wildwood Neighborhood Mixed Use Future Land Use. Parcels less than 10 acres may be developed as a single use per Policy 1.5.2.

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

The amendment is not considered urban sprawl, and it does not exemplify an energy inefficient land use pattern. The subject property is located near a rapidly urbanizing area close to The Villages development.

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

The proposed amendment will not have an adverse effect on environmentally sensitive systems. An environmental assessment was done by Stillwater Environmental, Inc. in June of 2022 and no surface waters, wetlands or FEMA flood zones were noted on the property. There were numerous "potentially

occupied" burrows located on the subject property. The most viable option to continue is to capture and relocate each tortoise to a FFWCC Long Term Protected Recipient Site. Prior to the initiation of any development activities, it is recommended that a 100% survey be conducted and an application for a "10 or fewer" permit prepared and submitted to the FFWCC. Once the permit is issued and received, relocation efforts will be scheduled. The tortoises will then be excavated and relocated to a FFWCC Long Term Protected Recipient Site.

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

Transportation: Access to the property will likely be from Bigham Trail, which will be maintained by the City after the two-year inspection punch list corrections are satisfied. Bigham Trail is a two-lane road with a paved width of 22 feet with 42 feet of ROW. Warm Springs Ave. is a four-lane divided collector roadway operating at a LOS C at the subject property location. Sumter County annual traffic counts show 926 PM peak hour trips for Warm Springs Ave. in 2020. Per the 10th edition ITE manual, the trip generation for the existing abandoned residential structures currently on the property is essentially 1 trips/day. The proposed 10,000 sf commercial retail professional plaza would generate 553 trips/day. The applicant will work with the City and Sumter County Public Works at the site plan stage to determine the appropriate access. A full traffic impact analysis will be required at the site plan stage to determine any traffic mitigation that might be needed to accommodate the increase in trips.

Potable Water & Sewer: The subject property is in an existing/infill demand service area according to the 2018 Utility Master Plan. Water and sewer are in close proximity to the subject property. The applicant will work with the City Utilities Department at the site plan review stage to connect to water and sewer services.

Schools: As the proposed project is commercial in nature, no impacts to school capacity are expected.

On Tuesday, July 5, 2022, the case was considered by the Planning & Zoning Board/Special Magistrate acting as the Local Planning Agency.



Kyla Luna
Planner, Development Services

ORDINANCE NO. O2022-50

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

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

Parcel G33-078
468 Properties LLC (Owner)
0.92 Acres +/-

LEGAL DESCRIPTION:

Parcel G33-078 (per O.R Book 3488, page 594) Beginning at the NW corner of the NW ¼ of the NW ¼ of section 33, Township 19 South, Range 23 East; run thence East, 210 feet; thence South, 399 feet; thence West, 210 feet; thence North, 399 feet to the Point of Beginning, LESS Road Right of Way and LESS the West 105 feet thereof (OR 128, page 107), Sumter County, Florida.

CONTAINS 0.92 ACRES, MORE OR LESS.

This property is to be reclassified from Agriculture (Sumter County) to South Wildwood Neighborhood Mixed Use (City);

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

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

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

and incorporated herein by reference.

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

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

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

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

**CITY COMMISSION
CITY OF WILDWOOD, FLORIDA**

Ed Wolf, Mayor

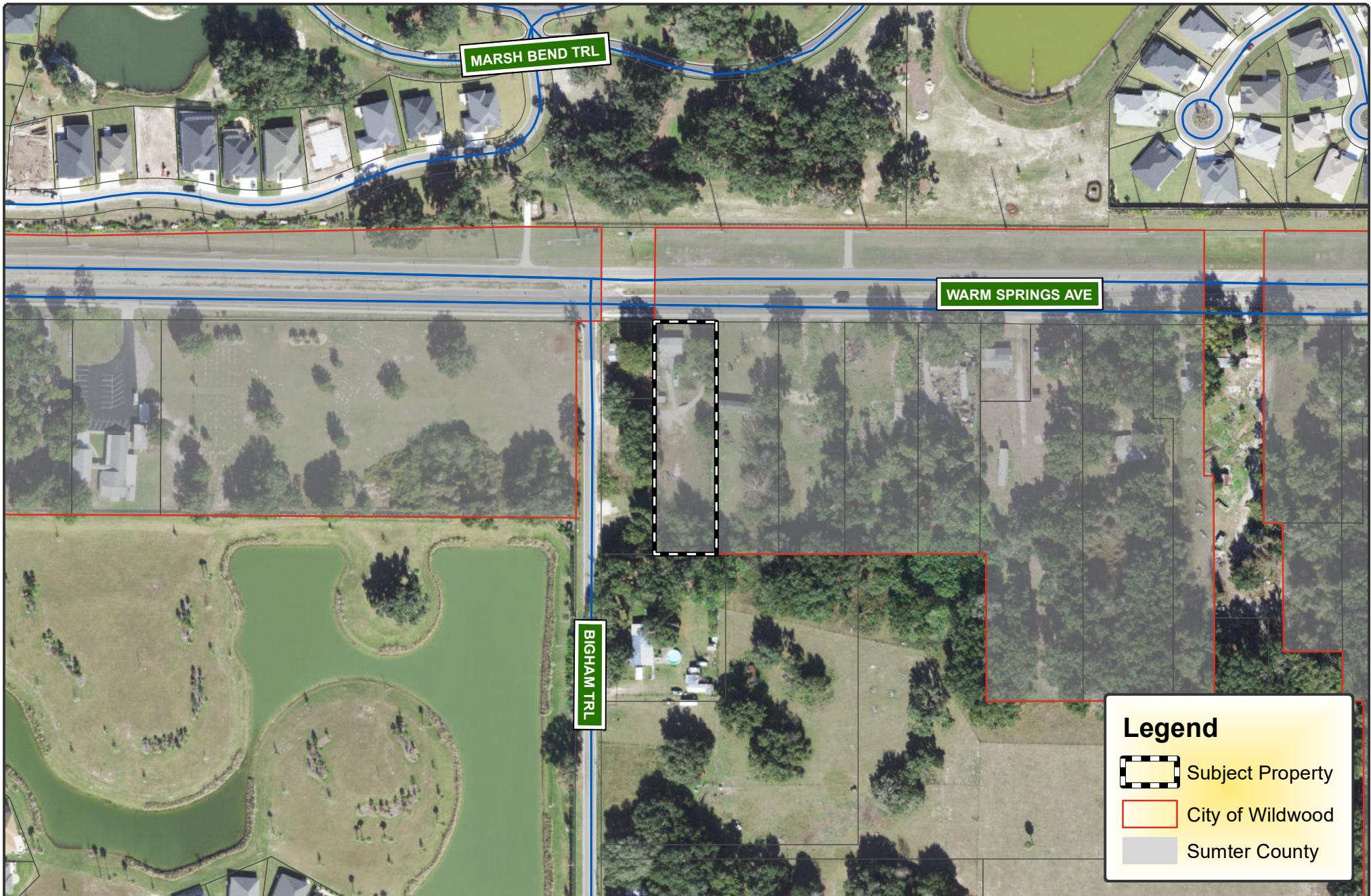
ATTEST: _____
Susan Patterson, City Clerk

First Reading: _____

Second Reading: _____

Approved as to form:

City Attorney



**CITY OF
WILDWOOD**

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



CP 2204-003 / RZ 2204-002

BIGHAM PLAZA

PARCEL G33-078

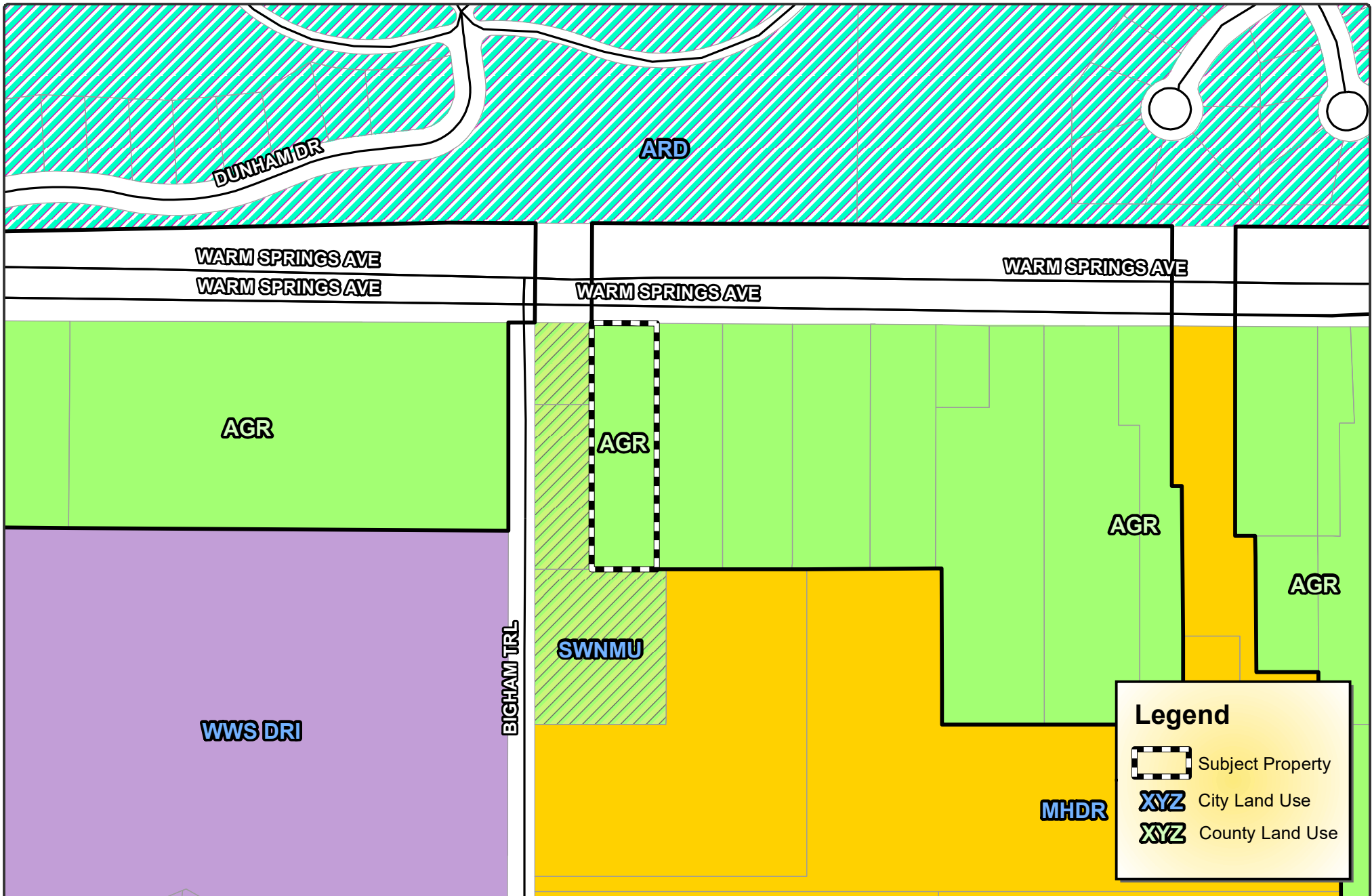
Legend

-  Subject Property
-  City of Wildwood
-  Sumter County

MAP 1B

**LOCATION
MAP**

**MAY
2022**

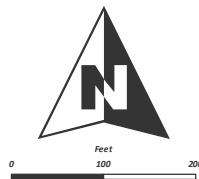


Legend

-  Subject Property
-  City Land Use
-  County Land Use

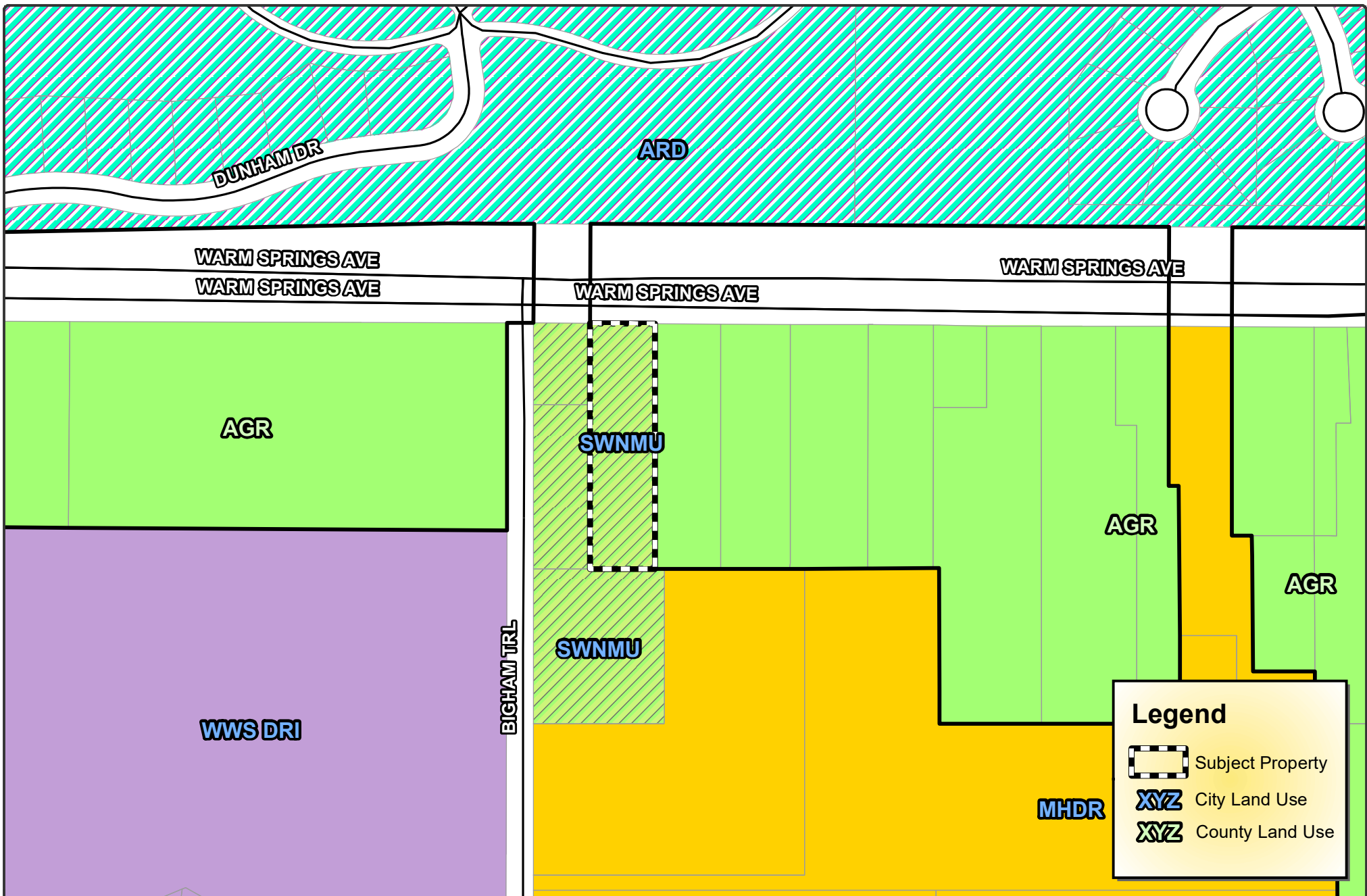


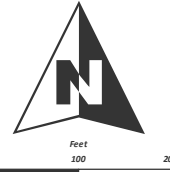
**CITY OF
WILDWOOD**
100 North Main Street
Wildwood, FL 34785
Phone: (352) 330-1330
www.wildwood-fl.gov

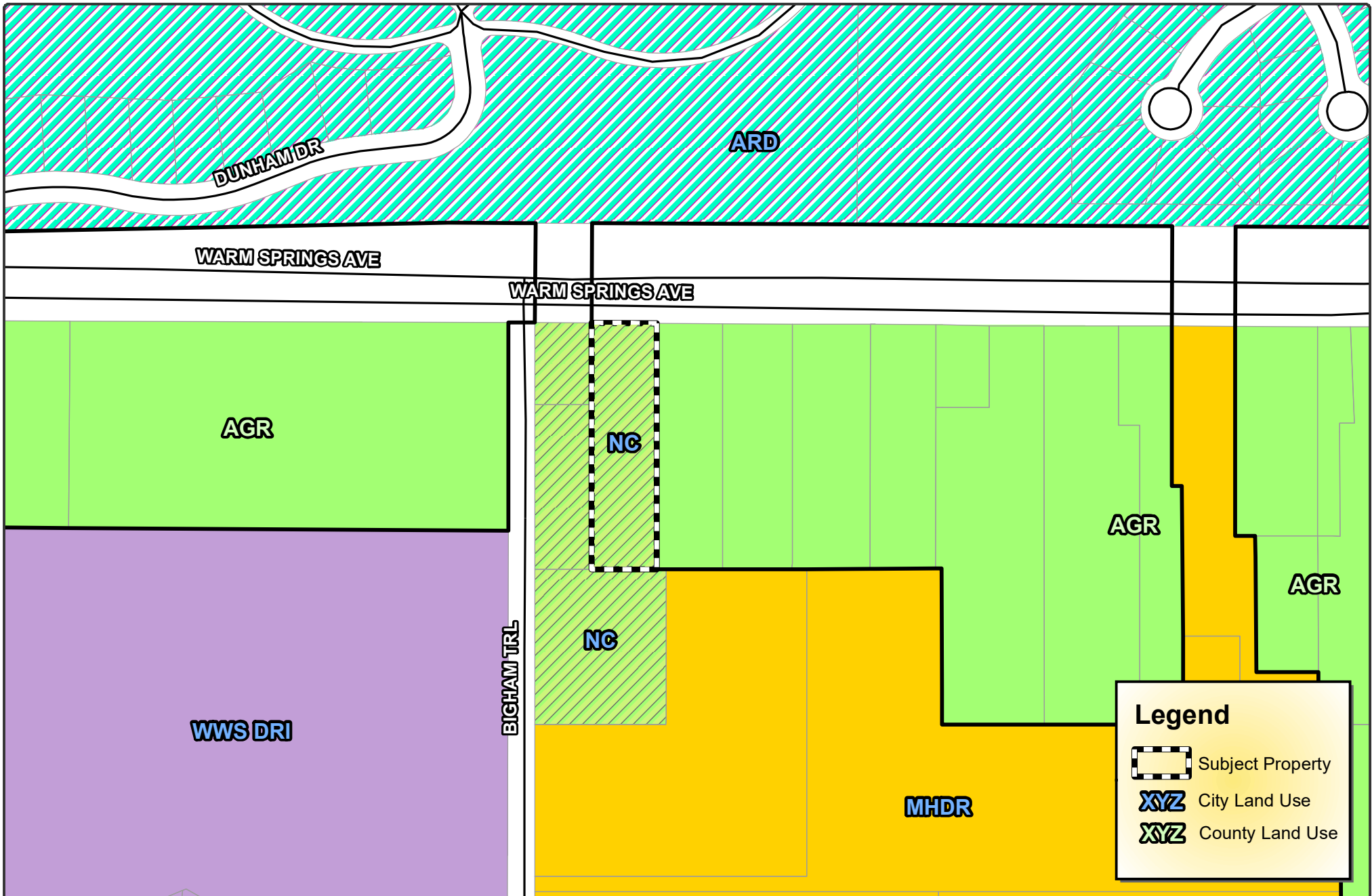


CP 2204-003
BIGHAM PLAZA
PARCEL G33-078

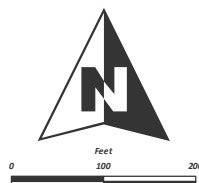
MAP 2A
**EXISTING LAND
USE**
**MAY
2022**



 WILDWOOD FLORIDA	CITY OF WILDWOOD 100 North Main Street Wildwood, FL 34785 Phone: (352) 330-1330 www.wildwood-fl.gov	 Feet 0 100 200	CP 2204-003 BIGHAM PLAZA PARCEL G33-078	MAP 2B PROPOSED LAND USE PENDING COMMISSION APPROVAL MAY 2022
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**CITY OF
WILDWOOD**
100 North Main Street
Wildwood, FL 34785
Phone: (352) 330-1330
www.wildwood-fl.gov



CP 2204-003
BIGHAM PLAZA
PARCEL G33-078

MAP 2B
PROPOSED LAND USE
PENDING COMMISSION
APPROVAL
**MAY
2022**

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

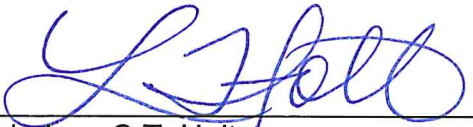
The case below was heard on Tuesday, July 5, 2022, by the Special Magistrate. The applicant seeks approval and favorable recommendation from the City of Wildwood Planning and Zoning Board/Special Magistrate as the Local Planning Agency for a Comprehensive Plan amendment to amend the FLU map designation from Agriculture (Sumter County) to South Wildwood Neighborhood Mixed Use (City) on 0.92 acres MOL.

Case No: CP 2204-003 Bigham Plaza
Applicant: Sandspur Construction Company Inc
Owners: 468 Properties LLC
Parcel Number: G33-078

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

Based upon the testimony, evidence, and information presented as to the criteria set forth in LDR § 1.7(D), the Special Magistrate recommends approval of the Comprehensive Plan amendment and gives a favorable recommendation of Ordinance O2022-50 to the City Commission for final determination.

Dated: July 5, 2022



Lindsay C.T. Holt
Special Magistrate City of Wildwood

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: RZ 2204-002 Bigham Plaza

REQUESTED ACTION: Special Magistrate recommends approval.

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

Case #	RZ 2204-002 Bigham Plaza
Ordinance #	O2022-51
Applicant	Sandspur Construction Inc
Owner	468 Properties LLC
Property Location	On Warm Springs Avenue, approximately 1.26 miles west of Florida's Turnpike.
Parcel Number	G33-078
Date	6/30/22

The applicant seeks approval from the City Commission for a Zoning Map Amendment to change the zoning district from RR1 (Sumter County) to NMU-4 (City) for the parcel listed above on 0.92 acres MOL. This request is accompanied by a concurrent Small Scale Comprehensive Plan amendment CP 2204-003.

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

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

The proposed rezoning to NMU-4 is consistent with the proposed Future Land Use Map designation of South Wildwood Neighborhood Mixed Use and the intent of the 2035 Comprehensive Plan as stated in FLU Policies 1.5.2, 1.5.3 and 1.5.4.

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

The proposed rezoning to NMU-4 is compatible with the current land use development pattern along the south side of Warm Springs Ave. The property is intended to be used for a commercial retail professional plaza to serve the residential development in the Warm Springs Avenue area. A medical office practice is planned on property east of the subject property and several other medical/dental offices are planned west of the subject property. These properties underwent future land use changes within the last few years.

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

Schools: As the proposed project is commercial in nature, no impacts to school capacity are expected.

Potable Water & Sewer: According to the City's 2019 Utility System Master Plan, the subject parcels are in an infill demand area. City water is available to the subject property, but city sewer is not. The applicant will need to work with the Sumter County Health Department concerning septic provisions or work with surrounding property owners on an agreement to bring wastewater services to the site before development begins.

Streets: Warm Springs Ave. is maintained by Sumter County. Bigham Trail will be maintained by the city after the two-year inspection punch list corrections are satisfied.

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

Commercial development pressure has been occurring on Warm Springs Ave. since it was improved a few

years ago. The growth of The Villages led to the needed improvement on Warm Springs Ave. Properties along Warm Springs Ave. east of N US 301 have been requesting changes in future land use and zoning to accommodate commercial/office type development. The rezoning is necessary to accommodate the proposed use of the property and to bring the property into compliance with the proposed Future Land Use designation. The NMU-4 zoning district is appropriate based on development along Warm Springs Ave. and the intended future use of the property.

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

Access to the property will likely be from Bigham Trail, which will be maintained by the City after the two-year inspection punch list corrections are satisfied. Bigham Trail is a two-lane road with a paved width of 22 feet with 42 feet of ROW. Warm Springs Ave. is a four-lane divided collector roadway operating at a LOS C at the subject property location. Sumter County annual traffic counts show 926 PM peak hour trips for Warm Springs Ave. in 2020. Per the 10th edition ITE manual, the trip generation for the existing abandoned residential structures currently on the property is essentially 0 trips/day. The proposed 10,000 sf commercial retail professional plaza would generate 553 trips/day. The applicant will work with the City and Sumter County Public Works at the site plan stage to determine the appropriate access. A full traffic impact analysis will be required at the site plan stage to determine any traffic mitigation that might be needed to accommodate the increase in trips.

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

The proposed rezoning will not be a deterrent to the improvement or development of adjacent properties. Properties along Warm Springs Ave. have been annexing into the City for development over the last few years. Properties that remain in Sumter County's jurisdiction are allowed to develop according to their jurisdiction's future land use and zoning designations.

ZONING DESIGNATION SURROUNDING PROPERTIES	
NORTH	ARD (City)
SOUTH	NMU-4 (City)
EAST	RR1(County)
WEST	NMU-4 (City)

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

On Tuesday, July 5, 2022, the case was considered by the Planning & Zoning Board/Special Magistrate.



Kyla Luna
Planner, Development Services

ORDINANCE NO. O2022-51

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

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

Parcel G33-078
468 Properties LLC (Owner)
0.92 Acres +/-

LEGAL DESCRIPTION:

Parcel G33-078 (per O.R Book 3488, page 594) Beginning at the NW corner of the NW ¼ of the NW ¼ of section 33, Township 19 South, Range 23 East; run thence East, 210 feet; thence South, 399 feet; thence West, 210 feet; thence North, 399 feet to the Point of Beginning, LESS Road Right of Way and LESS the West 105 feet thereof (OR 128, page 107), Sumter County, Florida.

CONTAINS 0.92 ACRES, MORE OR LESS.

This property is to be reclassified from RR1 (Sumter County) to NMU-4 (City).

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

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

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

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

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

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

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

**CITY COMMISSION
CITY OF WILDWOOD, FLORIDA**

Ed Wolf, Mayor

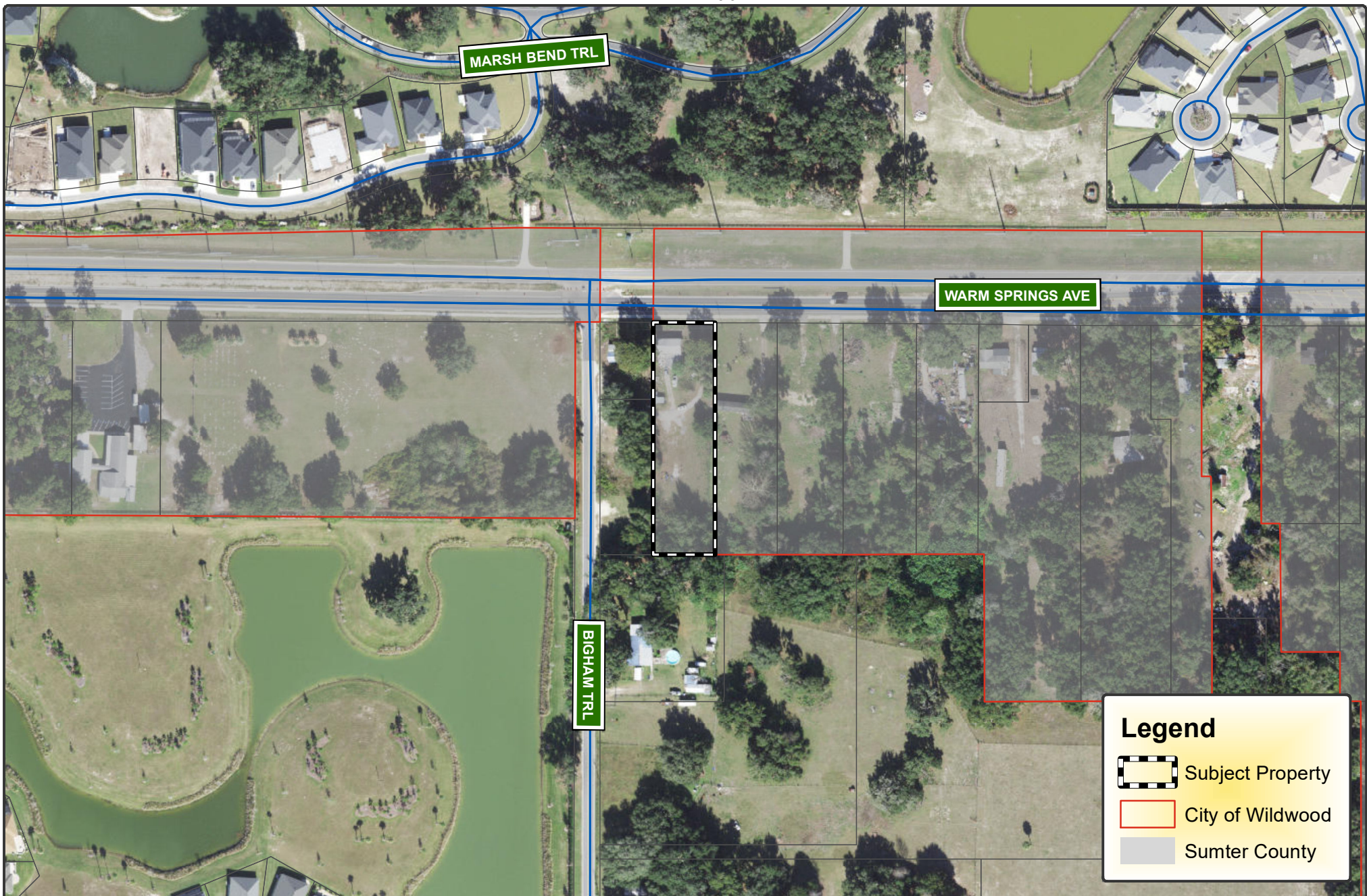
ATTEST: _____
Susan Patterson, City Clerk

First Reading: _____

Second Reading: _____

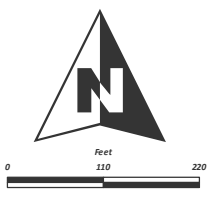
Approved as to form:

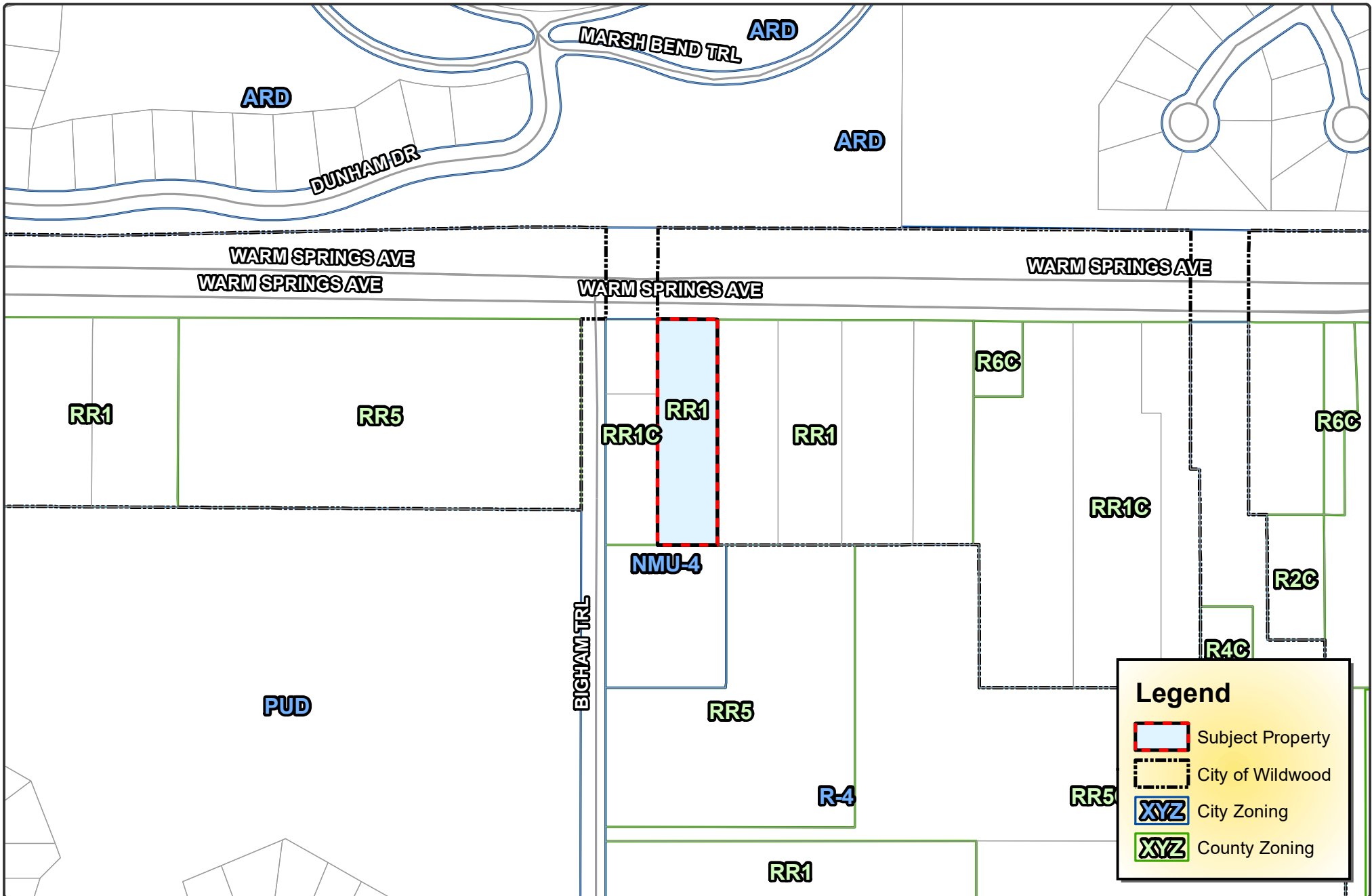
City Attorney



Legend

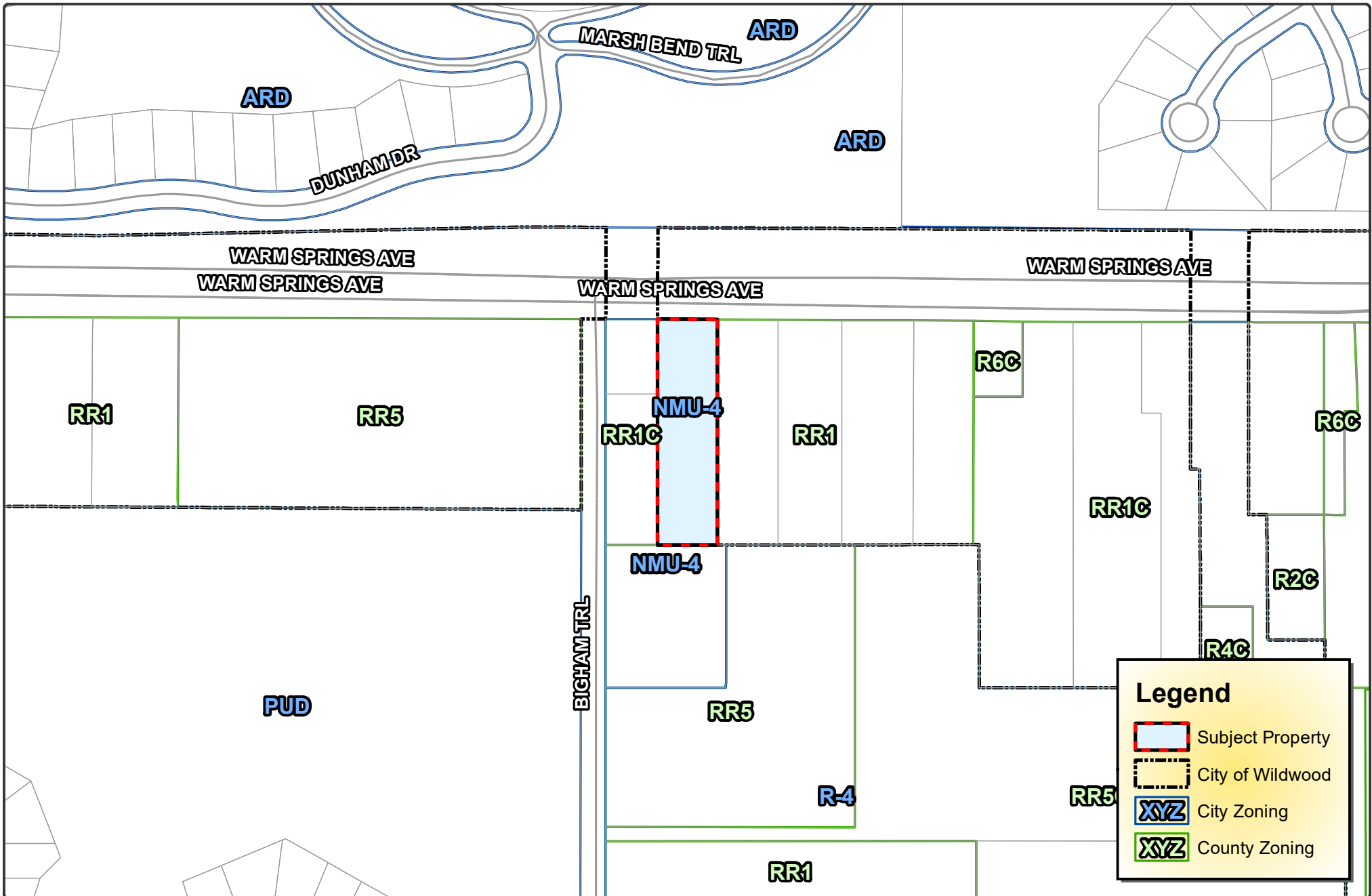
- Subject Property
- City of Wildwood
- Sumter County

 WILDWOOD FLORIDA	CITY OF WILDWOOD 100 North Main Street Wildwood, FL 34785 Phone: (352) 330-1330 www.wildwood-fl.gov	 Feet 0 110 220	CP 2204-003 / RZ 2204-002		MAP 1B
			BIGHAM PLAZA		LOCATION MAP
			PARCEL G33-078		MAY 2022



Legend

- Subject Property
- City of Wildwood
- City Zoning
- County Zoning



Legend

- Subject Property
- City of Wildwood
- City Zoning
- County Zoning

 WILDWOOD FLORIDA	CITY OF WILDWOOD 100 North Main Street Wildwood, FL 34785 Phone: (352) 330-1330 www.wildwood-fl.gov	 Feet 0 110 220	RZ 2204-002 BIGHAM PLAZA PARCEL G33-078	MAP 3B PROPOSED ZONING PENDING COMMISSION APPROVAL MAY 2022
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City of Wildwood, Florida
Planning & Zoning Board/Special Magistrate

The case below was heard on Tuesday, July 5, 2022, by the Special Magistrate. The applicant seeks approval and favorable recommendation from the City of Wildwood Planning and Zoning Board/Special Magistrate for a Zoning Map Amendment to change the zoning district from RR1 (Sumter County) to NMU-4 (City) on 0.92 acres MOL.

Case No: RZ 2204-002 Bigham Plaza

Applicant: Sandspur Construction Inc

Owners: 468 Properties LLC

Parcel Number: G33-078

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

Based upon the testimony, evidence, and information presented as to the criteria set forth in LDR § 1.7(D), the Special Magistrate recommends approval of the Zoning Map amendment and gives a favorable recommendation of Ordinance O2022-51 to the City Commission for final determination.

Dated: July 5, 2022



Lindsay C.T. Holt
Special Magistrate City of Wildwood

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: CP 2205-001 TSG Development - Clay Drain Rd.

REQUESTED ACTION: Special Magistrate recommends approval.

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

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

Case #	CP 2205-001 TSG Development, Inc. – Clay Drain Rd.
Ordinance #	O2022-46
Applicant	Michael Rankin, LPG URP, Inc.
Owner	James and Lynda Gough
Property Location	Clay Drain Rd., approximately 0.5 miles east from US 301
Parcel Number(s)	G17-014 & G18-001
Date	6/20/22

The applicant seeks approval from the City Commission for a Small Scale Comprehensive Plan Amendment to change the Future Land Use Map designation from Urban Residential (Sumter County) and MHP (City) to Industrial (City) for the parcels listed above on 30 acres MOL. This request is accompanied by rezoning request RZ 2205-001.

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

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

The owner intends to develop a 457,600 sf industrial use building on the subject property. Justification has been presented to the city to support the proposed development.

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

The proposed amendment is not inconsistent with the goals, objectives and policies of the Comprehensive Plan. The subject property is located in the Wildwood Central Sub-District. Comprehensive Plan FLU Policy 1.1.15 outlines standards for industrial development that includes a maximum impervious surface ratio of 70% and a floor area ratio of 0.5, which results in a maximum allowable building square footage of 47,263.

The Economic Development Policy 1.4.2 states that the City shall provide for the location of industrial development with close proximity to arterials and collectors.

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

The amendment is not considered urban sprawl, and it does not exemplify an energy inefficient land use pattern. The subject property is located on Clay Drain Rd. along N

US 301 which has an existing mix of industrial and commercial land uses.

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

The proposed amendment will not have an adverse effect on environmentally sensitive systems. An environmental assessment was done by Bio-Tech Consulting, Inc. in April of 2022. Two small wetlands/surface waters were noted on the southern half of the site. An area identified as FEMA flood zone A is also located on the subject property.

No listed species were found on the property.

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

Transportation: Access to the property will be from Clay Drain Road, which is maintained by the City and will be improved in the near future. Clay Drain Road is currently a two lane 30 foot wide roadway that operates at a LOS C. The existing Future Land Use on the subject property of Mobile Home Park and Urban Residential, if developed, would create 103 PM peak hour trips. The proposed Future Land Use change to Industrial would create 261 PM peak hour trips, an increase of 158 PM peak hour trips. The applicant will work with the City at the site plan stage to determine the appropriate access. A full traffic impact analysis will be required at the site plan stage to determine any traffic mitigation that might be needed based on the improvements planned for Clay Drain Road. Between 10 ft. and 36 ft. of right of way donation may be required to accommodate the widening of Clay Drain Road.

Potable Water & Sewer: City water and sewer are available to the subject property.

The applicant/owner will work with City utilities at the site plan stage to connect to City water and sewer.

Schools: Since the proposed use on the property will be industrial, city schools will not be impacted by this proposed project.

On Tuesday, July 5, 2022, the case was considered by the Planning & Zoning Board/Special Magistrate acting as the Local Planning Agency.



Roxann Read, AICP, CFM
Development Services Assistant Director

ORDINANCE NO. O2022-46

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

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

Parcels G17-014 & G18-001
James and Lynda Gough (Owners)
30 Acres +/-

LEGAL DESCRIPTION:

The East ½ of the East ½ of the Northeast ¼ of the Northeast ¼ of Section 18, Township 19 South, Range 23 East, Sumter County, Florida; subject to right of way for Clay Drain Road, if any, lying south side thereof.

AND

The West ½ of the Northwest ¼ of the Northwest ¼ of Section 17, Township 19 South, Range 23 East, Sumter County, Florida; subject to right of way for Clay Drain Road, if any, lying south side thereof.

CONTAINS 30 ACRES, MORE OR LESS.

This property is to be reclassified from Urban Residential (Sumter County) and MHP (City) to Industrial (City);

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

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

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

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

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

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

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

**CITY COMMISSION
CITY OF WILDWOOD, FLORIDA**

Ed Wolf, Mayor

ATTEST: _____
Susan Patterson, City Clerk

First Reading: _____

Second Reading: _____

Approved as to form:

City Attorney



**CITY OF
WILDWOOD**

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



CP 2205-001 / RZ 2205-001

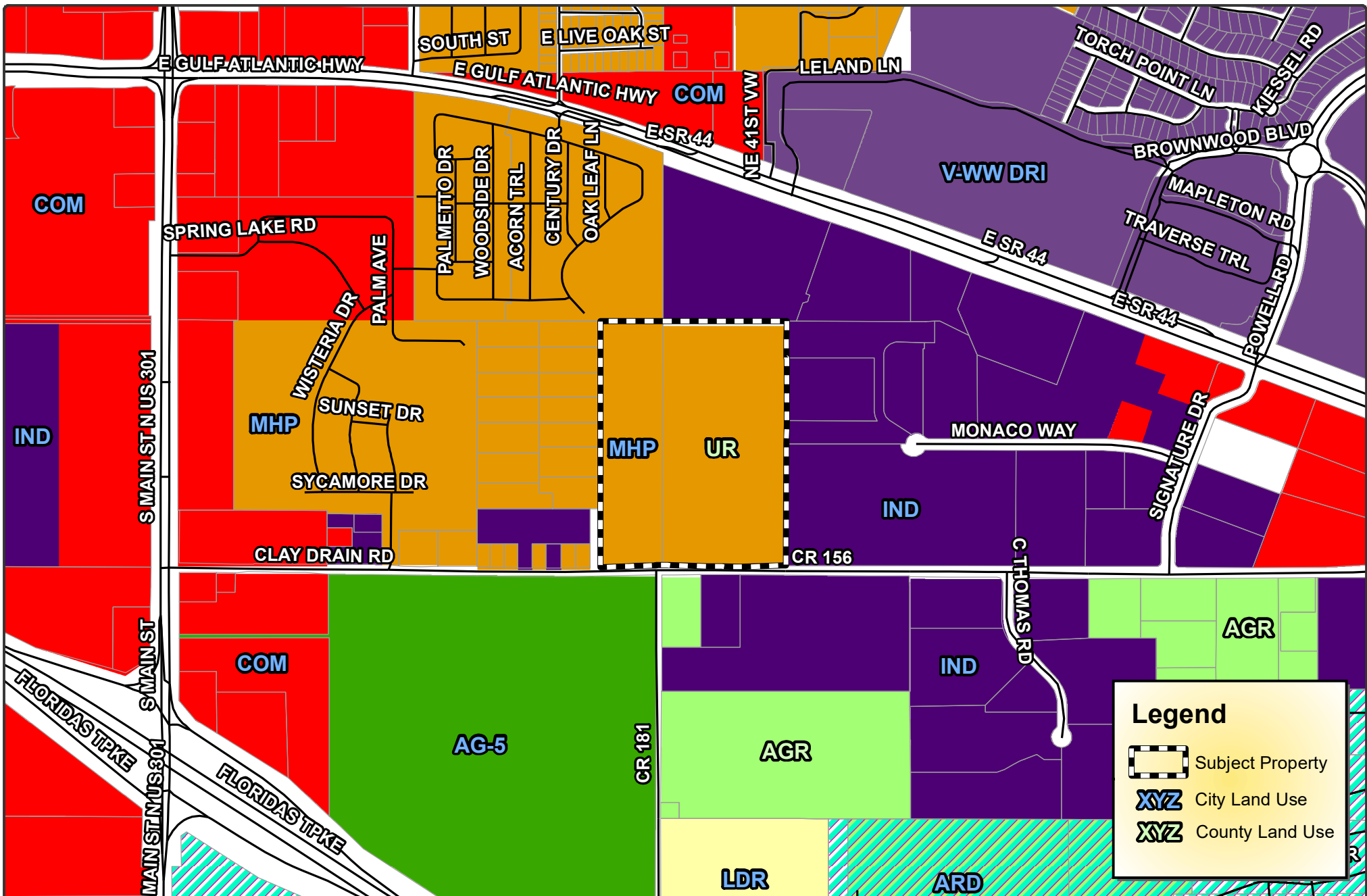
TSG DEVELOPMENT, INC - CLAY DRAIN RD

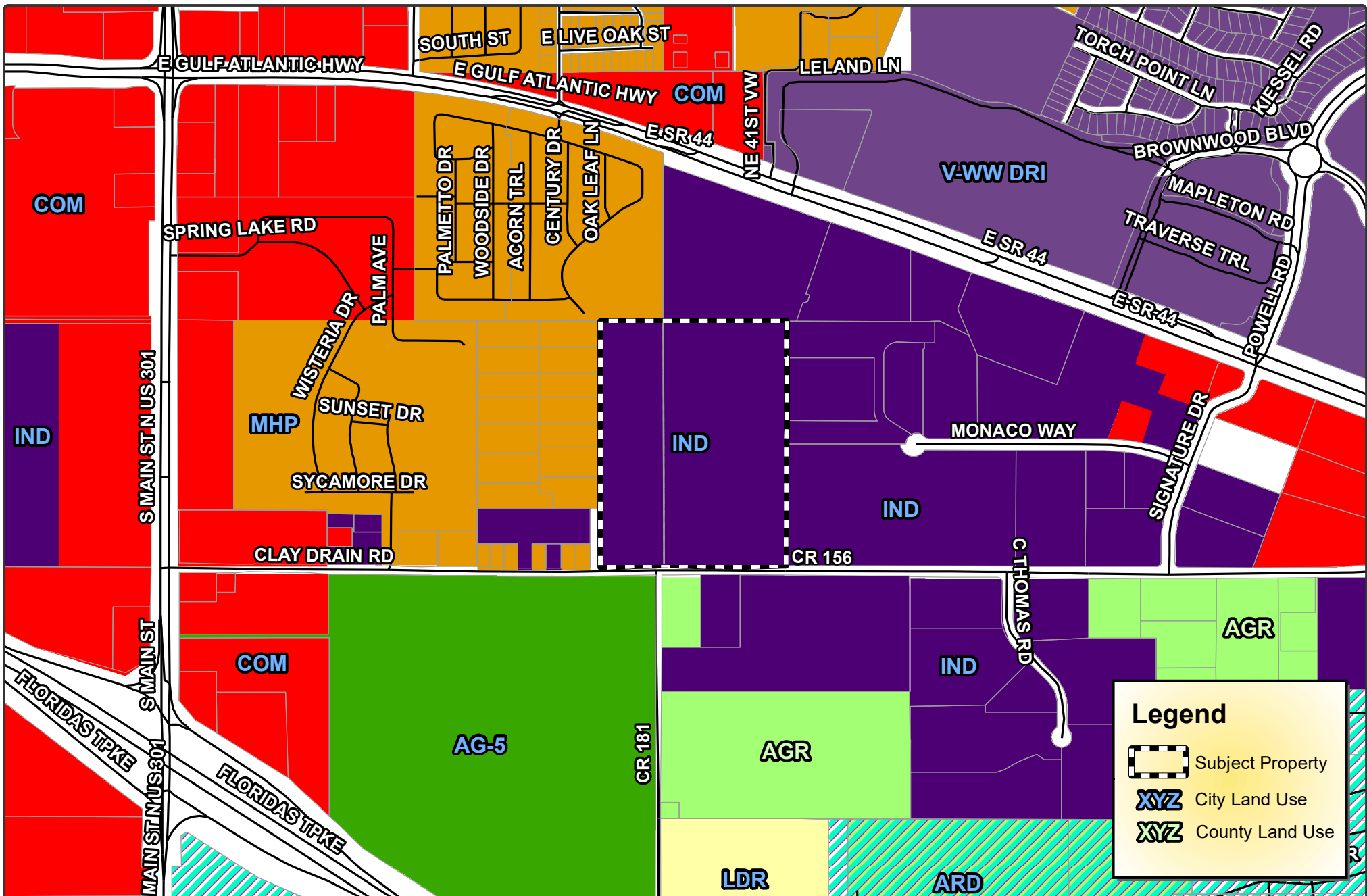
PARCELS G17-014 & G18-001

MAP 1B

**LOCATION
MAP**

**MAY
2022**





Legend

- Subject Property
- XYZ** City Land Use
- XYZ** County Land Use

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

The case below was heard on Tuesday, July 5, 2022, by the Special Magistrate. The applicant seeks approval and favorable recommendation from the City of Wildwood Planning and Zoning Board/Special Magistrate as the Local Planning Agency for a Comprehensive Plan amendment to amend the FLU map designation from Urban Residential (Sumter County) and MHP (City) to Industrial (City) on 30 acres MOL.

Case # CP 2205-001 TSG Development, Inc. – Clay Drain Rd.

Applicant Michael Rankin, LPG URP, Inc.

Owner James and Lynda Gough

Parcel Number(s) G17-014 & G18-001

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

Based upon the testimony, evidence, and information presented as to the criteria set forth in LDR § 1.7(D), the Special Magistrate recommends approval of the Comprehensive Plan amendment and gives a favorable recommendation of Ordinance O2022-46 to the City Commission for final determination.

Dated: July 5, 2022



Lindsay C.T. Holt
Special Magistrate City of Wildwood

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: RZ 2205-001 TSG Development - Clay Drain Rd.

REQUESTED ACTION: Special Magistrate recommends approval.

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

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

Case #	RZ 2205-001 TSG Development, Inc. – Clay Drain Rd.
Ordinance #	O2022-48
Applicant	Michael Rankin, LPG URP, Inc.
Owner	James and Lynda Gough
Property Location	Clay Drain Rd., approximately 0.5 miles east from US 301
Parcel Number(s)	G17-014 & G18-001
Date	6/20/22

The applicant seeks approval from the City Commission for a Zoning Map Amendment to change the zoning district from A10C (Sumter County) and MHP (City) to M-1 (City) for the parcels listed above on 30 acres MOL. This request is accompanied by a concurrent Small Scale Comprehensive Plan amendment CP 2205-001.

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

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

The proposed rezoning to M-1 is consistent with the proposed Future Land Use Map designation of Industrial and the intent of the Comprehensive Plan as stated in FLU Policy 1.1.15 and Economic Development Policy 1.4.2.

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

The proposed rezoning to M-1 is compatible with the current zoning along Clay Drain Road in this area. The property is intended to be used as for industrial purposes and is in close proximity to other properties with an industrial zoning designation.

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

Schools: Since the proposed use on the property will be industrial, city schools will not be impacted by this proposed project.

Potable Water & Sewer: City water and sewer are available to the subject property. The applicant/owner will work with City utilities at the site plan stage to connect to City water and sewer.

Streets: Access to the property will be from Clay Drain Road, which is maintained by the City and will be improved in the near future. Clay Drain Road is currently a two lane 30 foot wide roadway that operates at a LOS C.

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

Industrial development has been occurring along Clay Drain Road over the last few years. The rezoning is necessary to accommodate the proposed use of the property and to bring the property

into compliance with the proposed Future Land Use designation. The M-1 zoning district is appropriate based on development occurring along Clay Drain Road and the intended future use of the property.

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

The existing Future Land Use on the subject property of Mobile Home Park and Urban Residential, if developed, would create 103 PM peak hour trips. The proposed Future Land Use change to Industrial would create 261 PM peak hour trips, an increase of 158 PM peak hour trips. The applicant will work with the City at the site plan stage to determine the appropriate access. A full traffic impact analysis will be required at the site plan stage to determine any traffic mitigation that might be needed based on the improvements planned for Clay Drain Road. Between 10 ft. and 36 ft. of right of way donation may be required to accommodate the widening of Clay Drain Road.

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

The proposed rezoning will not be a deterrent to the improvement or development of adjacent properties. Properties along Clay Drain Road are a mix of industrial and commercial development. Properties that remain in Sumter County's jurisdiction are allowed to develop according to their jurisdiction's future land use and zoning designations.

ZONING DESIGNATION SURROUNDING PROPERTIES	
NORTH	CH (COUNTY)
SOUTH	RR1 (COUNTY), M-1, AG-5 (CITY)
EAST	M-1 (CITY)
WEST	MHP (CITY)

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

On Tuesday, July 5, 2022, the case was considered by the Planning & Zoning Board/Special Magistrate.



Roxann Read, AICP, CFM
Development Services Assistant Director

ORDINANCE NO. O2022-48

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

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

Parcels G17-014 & G18-001
James and Lynda Gough (Owner)
30 Acres +/-

LEGAL DESCRIPTION:

The East ½ of the East ½ of the Northeast ¼ of the Northeast ¼ of Section 18, Township 19 South, Range 23 East, Sumter County, Florida; subject to right of way for Clay Drain Road, if any, lying south side thereof.

AND

The West ½ of Northwest ¼ of the Northwest ¼ of Section 17, Township 19 South, Range 23 East, Sumter County, Florida; subject to right of way for Clay Drain Road, if any, lying south side thereof.

CONTAINS 30 ACRES, MORE OR LESS.

This property is to be reclassified from A10C (Sumter County) and MHP (City) to M-1 (City).

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

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

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

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

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

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

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

**CITY COMMISSION
CITY OF WILDWOOD, FLORIDA**

Ed Wolf, Mayor

ATTEST: _____
Susan Patterson, City Clerk

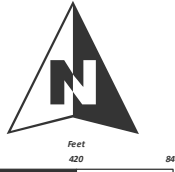
First Reading: _____

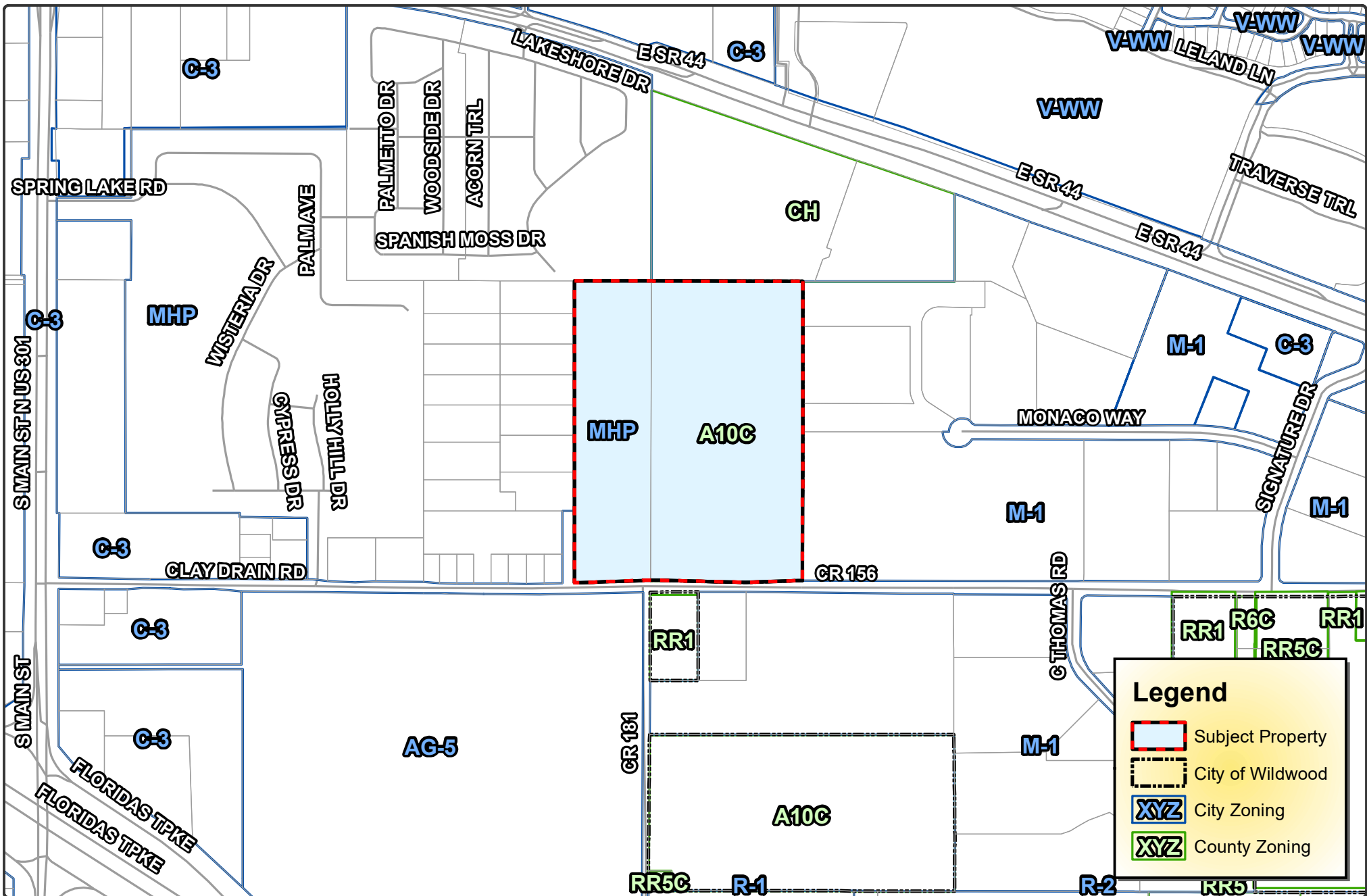
Second Reading: _____

Approved as to form:

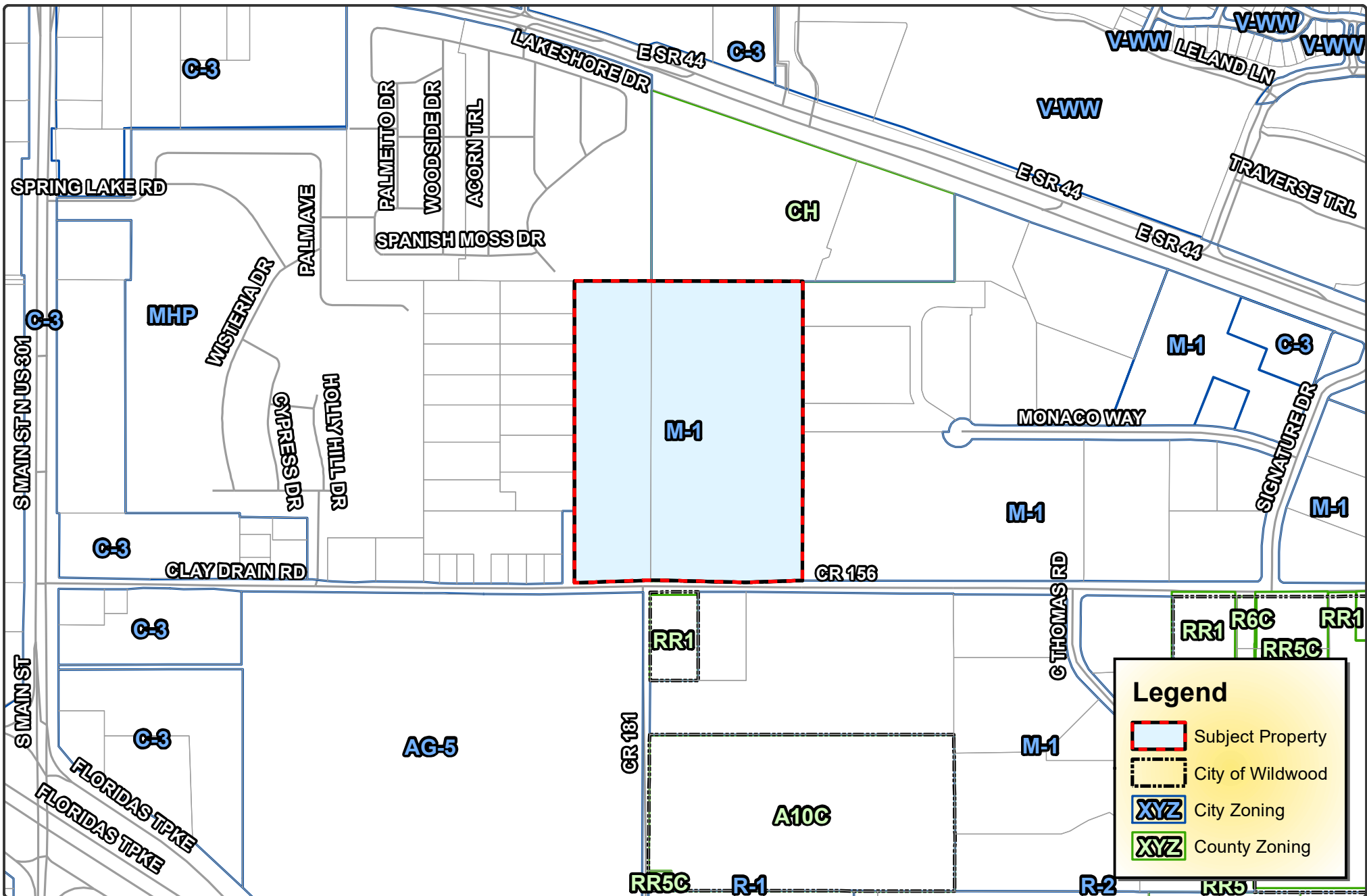
City Attorney



 WILDWOOD FLORIDA	CITY OF WILDWOOD 100 North Main Street Wildwood, FL 34785 Phone: (352) 330-1330 www.wildwood-fl.gov	 Feet 0 420 840	CP 2205-001 / RZ 2205-001 TSG DEVELOPMENT, INC - CLAY DRAIN RD PARCELS G17-014 & G18-001	MAP 1B LOCATION MAP MAY 2022
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 WILDWOOD FLORIDA	CITY OF WILDWOOD 100 North Main Street Wildwood, FL 34785 Phone: (352) 330-1330 www.wildwood-fl.gov		RZ 2205-001 TSG DEVELOPMENT, INC - CLAY DRAIN RD PARCELS G17-014 & G18-001		MAP 3A CURRENT ZONING MAY 2022



Legend

- Subject Property
- City of Wildwood
- City Zoning
- County Zoning

WILDWOOD FLORIDA	CITY OF WILDWOOD 100 North Main Street Wildwood, FL 34785 Phone: (352) 330-1330 www.wildwood-fl.gov	0 280 560 Feet	RZ 2205-001 TSG DEVELOPMENT, INC - CLAY DRAIN RD PARCELS G17-014 & G18-001		MAP 3B
			PROPOSED ZONING PENDING COMMISSION APPROVAL		MAY 2022
			Page 789 of 1182		

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

The case below was heard on Tuesday, July 5, 2022, by the Special Magistrate. The applicant seeks approval and favorable recommendation from the City of Wildwood Planning and Zoning Board/Special Magistrate for a Zoning Map Amendment to change the zoning district from A10C (Sumter County) and MHP (City) to M-1 (City) on 30 acres MOL.

Case # RZ 2205-001 TSG Development, Inc. – Clay Drain Rd.

Applicant Michael Rankin, LPG URP, Inc.

Owner James and Lynda Gough

Parcel Number(s) G17-014 & G18-001

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

Based upon the testimony, evidence, and information presented as to the criteria set forth in LDR § 1.7(D), the Special Magistrate recommends approval of the Zoning Map amendment and gives a favorable recommendation of Ordinance O2022-48 to the City Commission for final determination.

Dated: July 5, 2022



Lindsay C.T. Holt
Special Magistrate City of Wildwood

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: CP 2205-003 Encounter Expansion

REQUESTED ACTION: Special Magistrate recommends approval.

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

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

Case #	CP 2205-003 Encounter Expansion
Ordinance #	O2022-45
Applicant	Bradley Werlin II
Owner	Encounter Church FL, Inc.
Property Location	C 462, approximately 0.7 miles east of N US 301
Parcel Number(s)	D32A003, D32-158 & D32-057
Date	6/20/22

The applicant seeks approval from the City Commission for a Small Scale Comprehensive Plan Amendment to change the Future Land Use designation from Rural Residential (Sumter County) to Public Facilities (City) for the parcels listed above on 7.2 acres MOL. This request is accompanied by rezoning request RZ 2205-003 (O2022-47).

BACKGROUND INFORMATION: A Special Use Permit was granted to the applicant by Sumter County on June 6, 2022 to construct a tent for church services on the subject property. The special use permit contained several conditions which include annexation into the city and site plan approval. Condition #15 states that all conditions listed in the Special Use Permit shall continue to apply after annexation into the City. The Special Use Permit granted by Sumter County will expire on June 6, 2024 if site plan approval has not been granted by the city.

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

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

The property was annexed into the City of Wildwood on June 27, 2022 and requires a city land use and zoning for development. An amendment to the Future Land Use Map is necessary so that the intended use of the property is consistent with the Comprehensive Plan. The applicant plans to construct a 12,000 SF church on the subject property.

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

The proposed amendment is not inconsistent with the goals, objectives and policies of the Comprehensive Plan. The Comprehensive Plan FLU Policy 1.1.21 states that the Public Facilities Future Land Use category is intended for uses which serve a public purpose, such as churches and places of worship. In the last several years, churches have located along E C 462 in this area and have been designated as Public Facilities on the Future Land Use Map.

(3) The proposed amendment should not be considered urban sprawl or exemplify an energy

inefficient land use pattern;

The amendment is not considered urban sprawl, and it does not exemplify an energy inefficient land use pattern. The subject property is located within the City's Joint Planning Area, an area deemed appropriate for development by both the City and the County through the Joint Planning process.

Further, the property was recently annexed, and requires a City Land Use be assigned to allow development. The subject property is adjacent to property recently annexed into the city.

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

Breedlove, Dennis & Associates, Inc. performed an environmental survey on the subject property in May of 2022. The results of the survey found two gopher tortoises on the property that may need to be relocated. No other endangered or threatened wildlife were noted on the subject property. No wetlands or surface waters are noted on the site.

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

Transportation: E C 462 is a county maintained major urban collector roadway with a posted speed limit of 40 mph operating at a LOS D. The City's Interlocal Service Boundary Agreement with Sumter County has established this segment of roadway as LOS F. According to the trip generation statement submitted using the ITE Trip Generation Manual, a 12,000 SF church is expected to generate 109 daily trips and a 7 trip AM peak generation. The property owner will work with Sumter County Public Works on allowable access to the property, road improvements that may be needed and approval of the final TIA at the site plan stage prior to development.

Water & Sewer: Water and sewer are available at the subject property. The applicant will work with the City Utilities Department to connect to water and sewer at site plan stage.

Schools: Due to the proposed development being non-residential in nature, a School Impact Analysis is not needed.

On Tuesday, July 5, 2022, the case was considered by the Planning & Zoning Board/Special Magistrate acting as the Local Planning Agency.



Roxann Read, AICP, CFM
Development Services Assistant Director

ORDINANCE NO. O2022-45

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

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

Parcels D32A003, D32-158 & D32-057
Encounter Church FL, Inc. (Owner)
7.2 Acres +/-

LEGAL DESCRIPTION:

Parcel D32-057

Begin at the NW corner of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 32, Township 18 South, Range 23 East, Sumter County, Florida, run thence S. 89D59'55"E along the North line of said SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ a distance of 661.70 feet to the NE corner of said SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, run thence S 0D11'57"W, along the East line of said SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ a distance of 427.42 feet, said point being the NE corner of Lot 4, Happy Valley Subdivision as per plat thereof recorded in plat book 4, page 38 of the public records of Sumter County, Florida, run thence N 89D58'35"W along the North line of said Happy Valley Subdivision a distance of 661.62 feet to the West line of said SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, said point being the NW corner of Lot 1 of said Happy Valley Subdivision, run thence N 0D11'19"E along the West line of said SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ a distance of 427.16 feet to the Point of Beginning. Together and with tan easement for ingress and egress over and across the following described parcel: Commence at the NE corner of said lot 4 of said Happy Valley Subdivision, run thence N 89D58'35"W along the North line of said Lot 4 a distance of 154.12 feet to the NW corner of said Lot 4 and the POB, thence continue N 89D58'35"W a distance of 25.00 feet, run thence S 0D11'19"W, parallel with the West line of said Lot 4, a distance of 200.00 feet to the North right of way line of County Road 462, run thence S 89D58'35"E along said North right of way line a distance of 25 feet to the SW corner of said Lot 4, run thence N 0D11'19"E along the West line of said Lot 4 a distance of 200.00 feet to the POB.

Parcel D32A003

Lot 3, Happy Valley Subdivision Unit One, according to the map or plat thereof as recorded in Plat Book 4, Page 38, Public Records of Sumter County, Florida

Parcel D32-158

Commence at the NE corner of Lot 4, Happy Valley Subdivision Unit 1, run thence N 89 deg 58' 35" W 154.12 Feet to POB, Thence run N 89 deg 58'35" W 50 feet, thence run S 00 deg 11'19" W 200 feet, thence run S 89 Deg 58'35" E 50 feet, thence run N 00 deg 11'19" E 200 feet to POB.

CONTAINS 7.2 ACRES, MORE OR LESS.

This property is to be reclassified from Rural Residential (Sumter County) to Public Facilities (City);

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

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

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

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

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

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

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

**CITY COMMISSION
CITY OF WILDWOOD, FLORIDA**

Ed Wolf, Mayor

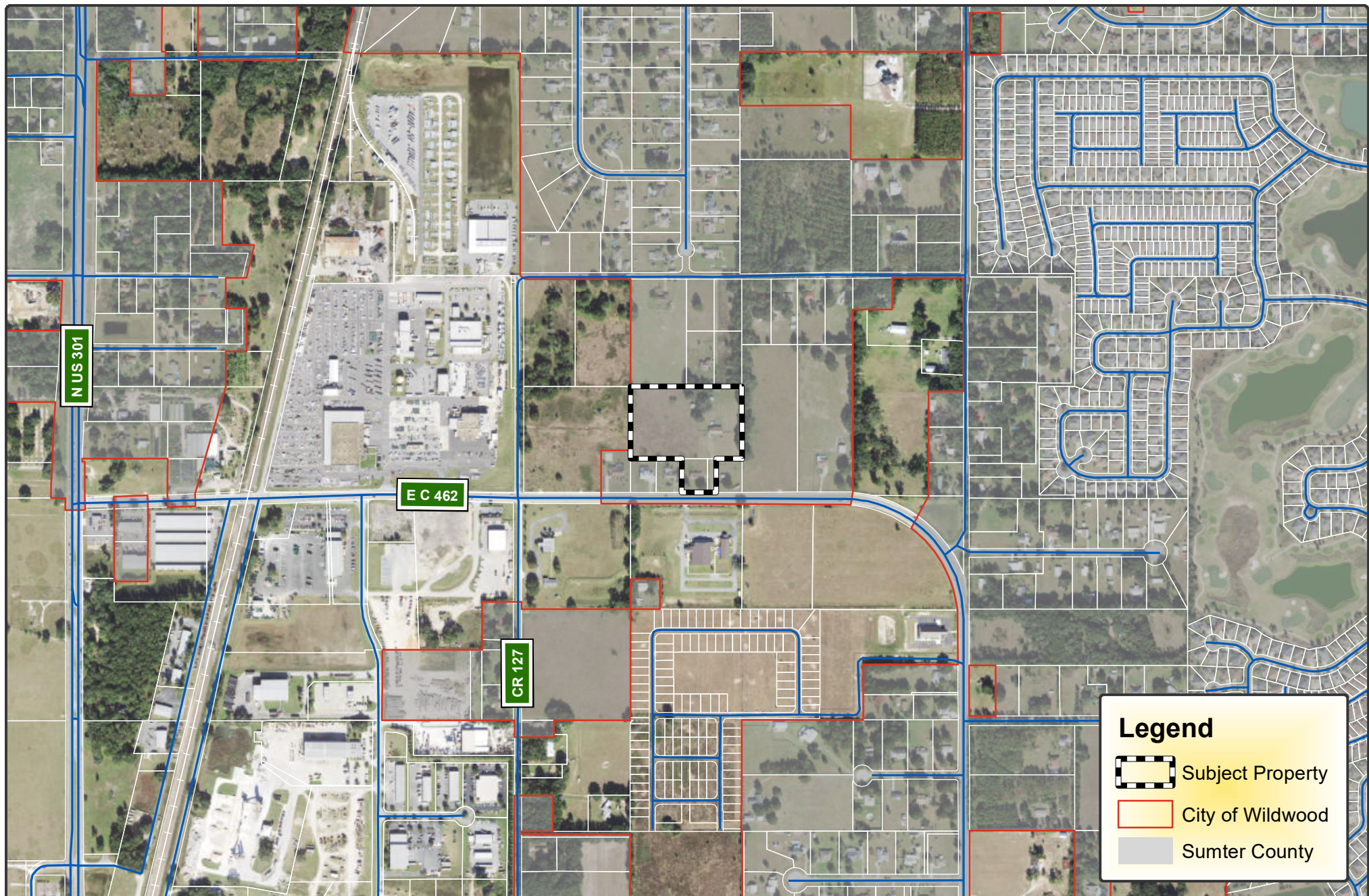
ATTEST: _____
Susan Patterson, City Clerk

First Reading: _____

Second Reading: _____

Approved as to form:

City Attorney



**CITY OF
WILDWOOD**

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



CP 2205-003 / RZ 2205-003

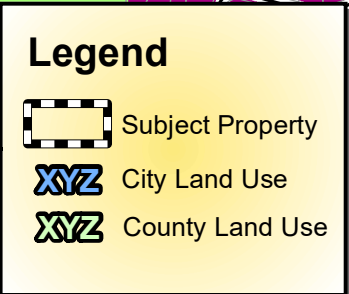
ENCOUNTER EXPANSION

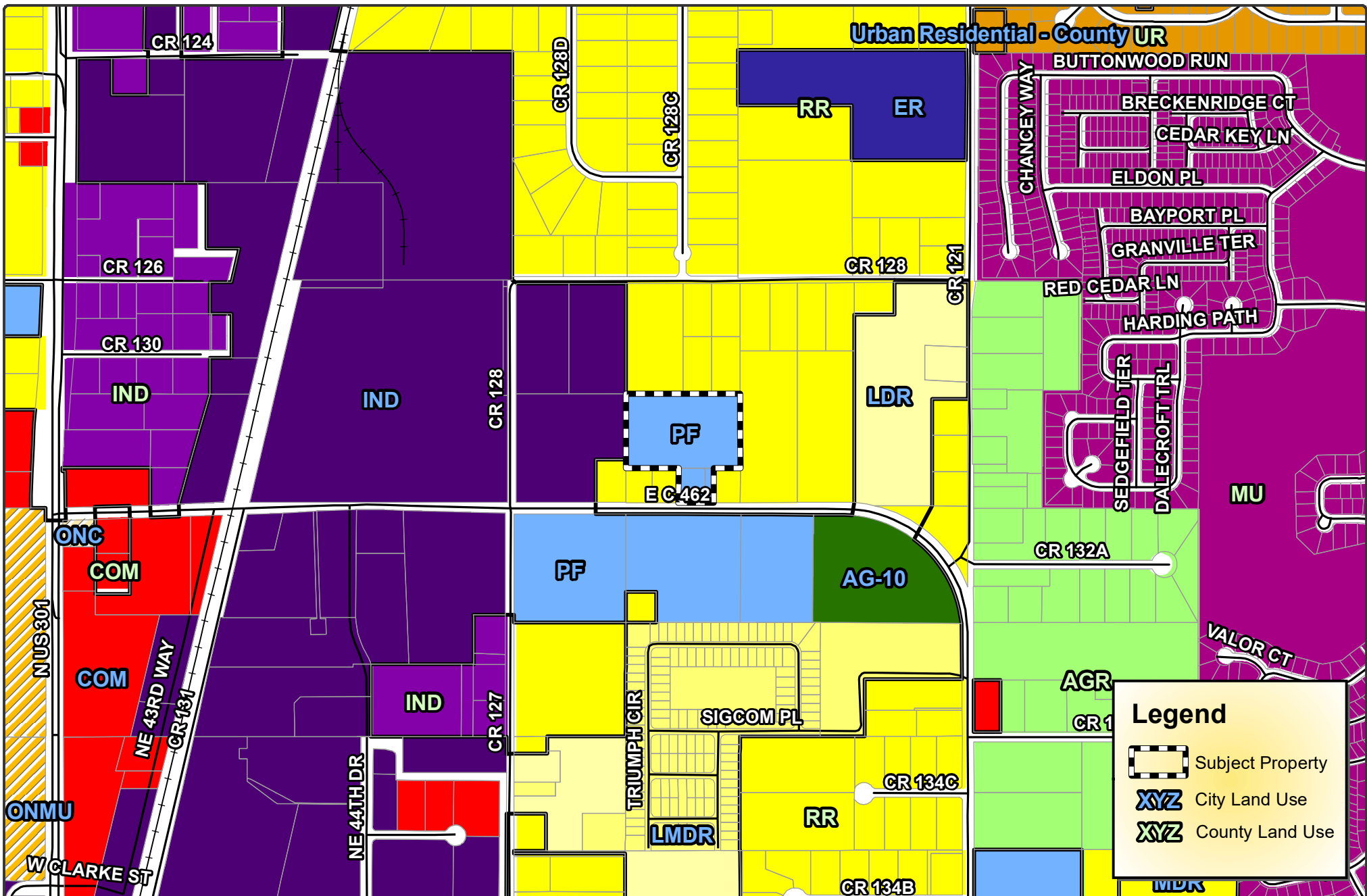
PARCELS D32A003, D32-158 & D32-057

MAP 1B

**LOCATION
MAP**

**MAY
2022**





 WILDWOOD FLORIDA	CITY OF WILDWOOD 100 North Main Street Wildwood, FL 34785 Phone: (352) 330-1330 www.wildwood-fl.gov	 Feet 0 375 750	CP 2205-003 ENCOUNTER EXPANSION PARCELS D32A003, D32-158 & D32-057	MAP 2B PROPOSED LAND USE PENDING COMMISSION APPROVAL MAY 2022
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City of Wildwood, Florida
Planning & Zoning Board/Special Magistrate
as Local Planning Agency

The case below was heard on Tuesday, July 5, 2022, by the Special Magistrate. The applicant seeks approval and favorable recommendation from the City of Wildwood Planning and Zoning Board/Special Magistrate as the Local Planning Agency for a Comprehensive Plan amendment to amend the FLU map designation from Rural Residential (Sumter County) to Public Facilities (City) on 7.2 acres MOL.

Case # CP 2205-003 Encounter Expansion

Applicant Bradley Werlin II

Owner Encounter Church FL, Inc.

Parcel Number(s) D32A003, D32-158 & D32-057

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

Based upon the testimony, evidence, and information presented as to the criteria set forth in LDR § 1.7(D), the Special Magistrate recommends approval of the Comprehensive Plan amendment and gives a favorable recommendation of Ordinance O2022-45 to the City Commission for final determination.

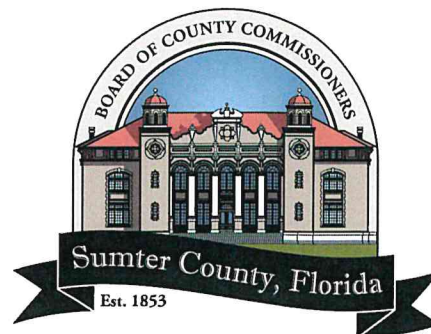
Dated: July 5, 2022



Lindsay C.T. Holt
Special Magistrate City of Wildwood

Board of County Commissioners Sumter County, Florida

7375 Powell Road, Suite 200 • Wildwood, FL 34785 • Phone (352) 689-4400 • FAX: (352) 689-4401
Website: <http://sumtercountyfl.gov>



June 10, 2022

Brad Werlin
Encounter Church Fl, Inc
PO Box 38
Coleman, FL 33521

Re: Special Use Approval S2022-0007

Dear Mr. Werlin,

On June 6, 2022, the Sumter County Planning and Zoning Special Master approved a special use permit for Encounter Church on parcels D32-057, D32-158 and D32A003. The approval allows for operation of a church on the above properties during the annexation and development process. Approval is subject to the attached conditions. This special use permit will transition into the City of Wildwood to allow operations during the planning and development process.

Please contact Sumter County Building Services for permitting the tent and conversion of the existing house. Contact the City of Wildwood with questions concerning the site development permit for the permanent church site.. If you have any questions about this approval, please contact me, at (352) 689-4400 or email Susan.Farnsworth@Sumtercountyfl.gov.

Sincerely,

Sue Farnsworth, AICP
Planner

Roberta Ulrich, District 1
Vice Chairman
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Doug Gilpin, District 2
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Craig Estep, District 3
Chairman
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Garry Breeden, District 4
2nd Vice Chairman
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Vacant, District 5
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Bradley S. Arnold,
County Administrator
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Gloria R. Hayward, Clerk & Auditor
(352) 569-6600
215 East McCollum Avenue
Bushnell, FL 33513

County Attorney
The Hogan Law Firm
Post Office Box 485
Brooksville, Florida 34605

Conditions of Approval

1. This Special Use Permit allows for the use of the property as a church and the utilization of a tent for church services while the subject property is being annexed by the City of Wildwood and undergoes the development process.
2. Use of the property, including location of the tent, parking, and access to the site shall be generally in conformance with the conceptual site plan provided in attachment B. In addition the house on parcel D32A003 may be utilized for assembly or office purposes.
3. This special use permit does not recognize or approve the future church development plan shown in the conceptual plan.
4. A building permit must be issued before the tent can be installed. The building permit shall address wind load requirements, fire prevention standards, and other standards deemed necessary by the Sumter County Building Official to assure public safety.
5. The tent shall meet setback standards. Remaining trees along the east property line shall be retained unless otherwise approved by the City of Wildwood Planning Development Services staff.
6. Building permits must be obtained for the change of occupancy for the house on site before it can be utilized by the church for assembly or office purposes.
7. A site development permit application showing conformance with this approval shall be submitted within one year of this temporary use permit approval.
8. The interior of the tent may be lighted. Outdoor security lights shall not cause a nuisance to the neighbors. Exterior light fixtures shall be fully shielded or designed with light angle cut-offs to eliminate spill light and glare.
9. Amplified sound shall not be projected outside of the tent. Sound shall not cause a nuisance to the neighbors. The applicable noise ordinance shall be followed.
10. The tent shall be removed and secured indoors when a tropical storm or hurricane watch is issued for Wildwood. Tent removal must be complete before a tropical storm/hurricane warning is issued.
11. County/City personnel shall be allowed to access the site during operating hours to perform unscheduled monitoring inspections;
12. This special use permit shall expire in one year if the property has not completed annexation into the City of Wildwood. This special use permit shall expire in two years if the City has not granted site plan approval.
13. Suspension, expiration, or revocation of any other agency permit shall result in the immediate suspension, expiration, or revocation of this temporary use permit;
14. Notwithstanding the previous expiration conditions, this special use permit may be suspended or revoked by the Board of County Commissioners consistent with Section 13-333(e), Sumter County Land Development Code.
15. All conditions listed shall continue to apply after annexation into the City of Wildwood.



City of Wildwood, Florida
PUBLIC NOTICE
Development Services Department
www.wildwood-fl.gov

May 31, 2022

ALEXANDER PAUL & ALEXANDER CYN
4638 E CR 462
WILDWOOD, FL 34785

Your Parcel Number(s): D32A001

THIS LETTER IS TO INFORM YOU OF A PUBLIC HEARING FOR A PROPERTY NEXT TO YOURS.
NO CHANGES WILL BE MADE TO YOUR PROPERTY.

TO: Property owners in the vicinity of a property which is being considered by the City Commission for annexation.

APPLICANT: Bradley Werlin II
OWNERS: Encounter Church FL, Inc
CASE NUMBER: AN 2205-003
PARCEL NUMBERS: D32A003, D32-158 & D32-057

The subject property is located on C 462, approximately 0.7 miles east of N US 301.

A public hearing before the City Commission will be held in the City Hall Commission Chamber, 100 North Main Street, Wildwood, FL on **Monday, June 27, 2022 at 7:00 p.m.**

O2022-37 proposes a voluntary annexation of the above listed parcels.

Written comments submitted will be heard. Hearings may be continued from time to time as found necessary. Please return this form to: City of Wildwood, Development Services Department, 100 N. Main Street, Wildwood, FL 34785. Questions should be directed to the Development Services Department at (352) 330-1334.

The proposed Ordinance may be inspected by the public at the Development Services Department, Wildwood City Hall, between the hours of 8:00 a.m. to 5:00 p.m. weekdays.

APPEAL: NECESSITY OF RECORD. In order to appeal the Commission's decision in this matter, a verbatim record of the proceedings is required. The City Commission and the City of Wildwood assume no responsibility for furnishing said record.

___ I support this request.

___ I do not object to this request.

☒ I do not support this request for the following reason(s) We require a privacy fence along our property border, which is common in this area.

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: RZ 2205-003 Encounter Expansion

REQUESTED ACTION: Special Magistrate recommends approval.

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

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

Case #	RZ 2205-003 Encounter Expansion
Ordinance #	O2022-47
Applicant	Bradley Werlin II
Owner	Encounter Church FL, Inc.
Property Location	C 462, approximately 0.7 miles east of N US 301
Parcel Number(s)	D32A003, D32-158 & D32-057
Date	6/20/22

The applicant seeks approval from the City Commission for a Zoning Map Amendment to change the zoning district from R4C (Sumter County) to Institutional (City) for the parcel listed above on 7.2 acres MOL. This request is accompanied by a concurrent Small Scale Comprehensive Plan amendment CP 2205-003 (O2022-45).

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

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

The proposed rezoning to Institutional is consistent with the proposed Future Land Use Map designation of Public Facilities and the intent of the Comprehensive Plan as stated in FLU Policy 1.1.21.

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

The proposed rezoning to Institutional is compatible with the designation assigned this type of development in the area. The applicant plans to construct a 12,000 SF church on the subject property, similar to developments located along E C 462 in the area. Parcels in the vicinity of the subject property within the city limits currently have Institutional zoning designations.

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

Schools: Due to the proposed development being non-residential in nature, a School Impact Analysis is not needed.

Potable Water & Sewer: Water and sewer are available at the subject property. The applicant will work with the City Utilities Department to connect to water and sewer at site plan stage.

Streets: E C 462 is a county maintained major urban collector roadway with a posted speed limit of 40 mph operating at a LOS D. The City's Interlocal Service Boundary Agreement with Sumter County has established this segment of roadway as LOS F.

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

The property was annexed into the City on June 27, 2022 and requires a city zoning designation in order to develop. The rezoning is necessary to accommodate the proposed use of the property and to bring the property into compliance with the Future Land Use designation. The Institutional zoning

district is appropriate based on development in the local area and the intended future use of the property.

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

According to the trip generation statement submitted using the ITE Trip Generation Manual, a 12,000 SF church is expected to generate 109 daily trips and a 7 trip AM peak generation. The property owner will work with Sumter County Public Works on allowable access to the property, road improvements that may be needed and approval of the final TIA at the site plan stage prior to development.

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

The proposed rezoning will not be a deterrent to the improvement or development of adjacent properties. The surrounding properties are permitted to develop in accordance with their zoning map designation. Properties that are in the City's jurisdiction and those that remain in Sumter County's jurisdiction are allowed to develop according to their jurisdiction's future land use and zoning designations.

ZONING DESIGNATION SURROUNDING PROPERTIES	
NORTH	RR5C, RR1C (COUNTY)
SOUTH	INS (CITY)
EAST	RR5C (COUNTY)
WEST	M-1 (CITY)

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

On Tuesday, July 5, 2022, the case was considered by the Planning & Zoning Board/Special Magistrate.



Roxann Read, AICP, CFM
Development Services Assistant Director

ORDINANCE NO. O2022-47

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

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

Parcels D32A003, D32-158 & D32-057
Encounter Church FL, Inc. (Owner)
7.2 Acres +/-

LEGAL DESCRIPTION:

Parcel D32-057

Begin at the NW corner of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 32, Township 18 South, Range 23 East, Sumter County, Florida, run thence S. 89D59'55"E along the North line of said SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ a distance of 661.70 feet to the NE corner of said SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, run thence S 0D11'57"W, along the East line of said SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ a distance of 427.42 feet, said point being the NE corner of Lot 4, Happy Valley Subdivision as per plat thereof recorded in plat book 4, page 38 of the public records of Sumter County, Florida, run thence N 89D58'35"W along the North line of said Happy Valley Subdivision a distance of 661.62 feet to the West line of said SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, said point being the NW corner of Lot 1 of said Happy Valley Subdivision, run thence N 0D11'19"E along the West line of said SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ a distance of 427.16 feet to the Point of Beginning. Together and with an easement for ingress and egress over and across the following described parcel: Commence at the NE corner of said lot 4 of said Happy Valley Subdivision, run thence N 89D58'35"W along the North line of said Lot 4 a distance of 154.12 feet to the NW corner of said Lot 4 and the POB, thence continue N 89D58'35"W a distance of 25.00 feet, run thence S 0D11'19"W, parallel with the West line of said Lot 4, a distance of 200.00 feet to the North right of way line of County Road 462, run thence S 89D58'35"E along said North right of way line a distance of 25 feet to the SW corner of said Lot 4, run thence N 0D11'19"E along the West line of said Lot 4 a distance of 200.00 feet to the POB.

Parcel D32A003

Lot 3, Happy Valley Subdivision Unit One, according to the map or plat thereof as recorded in Plat Book 4, Page 38, Public Records of Sumter County, Florida

Parcel D32-158

Commence at the NE corner of Lot 4, Happy Valley Subdivision Unit 1, run thence N 89 deg 58' 35" W 154.12 Feet to POB, Thence run N 89 deg 58'35" W 50 feet, thence run S 00 deg 11'19" W 200 feet, thence run S 89 Deg 58'35" E 50 feet, thence run N 00 deg 11'19" E 200 feet to POB.

CONTAINS 7.2 ACRES, MORE OR LESS.

This property is to be reclassified from R4C (Sumter County) to Institutional (City).

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

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

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

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

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

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

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

**CITY COMMISSION
CITY OF WILDWOOD, FLORIDA**

Ed Wolf, Mayor

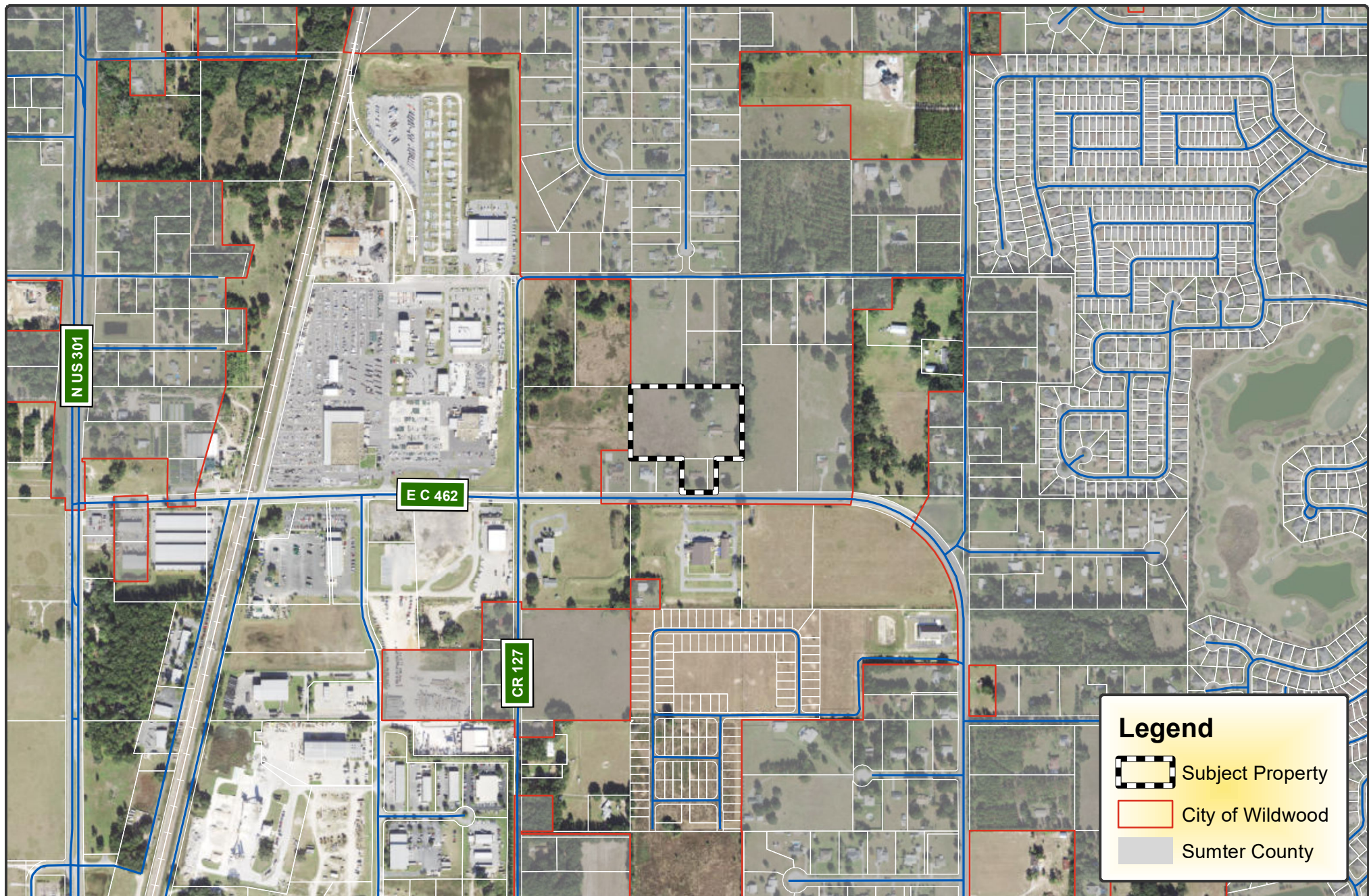
ATTEST: _____
Susan Patterson, City Clerk

First Reading: _____

Second Reading: _____

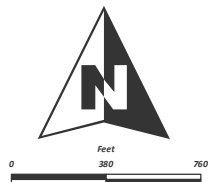
Approved as to form:

City Attorney



**CITY OF
WILDWOOD**

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



CP 2205-003 / RZ 2205-003

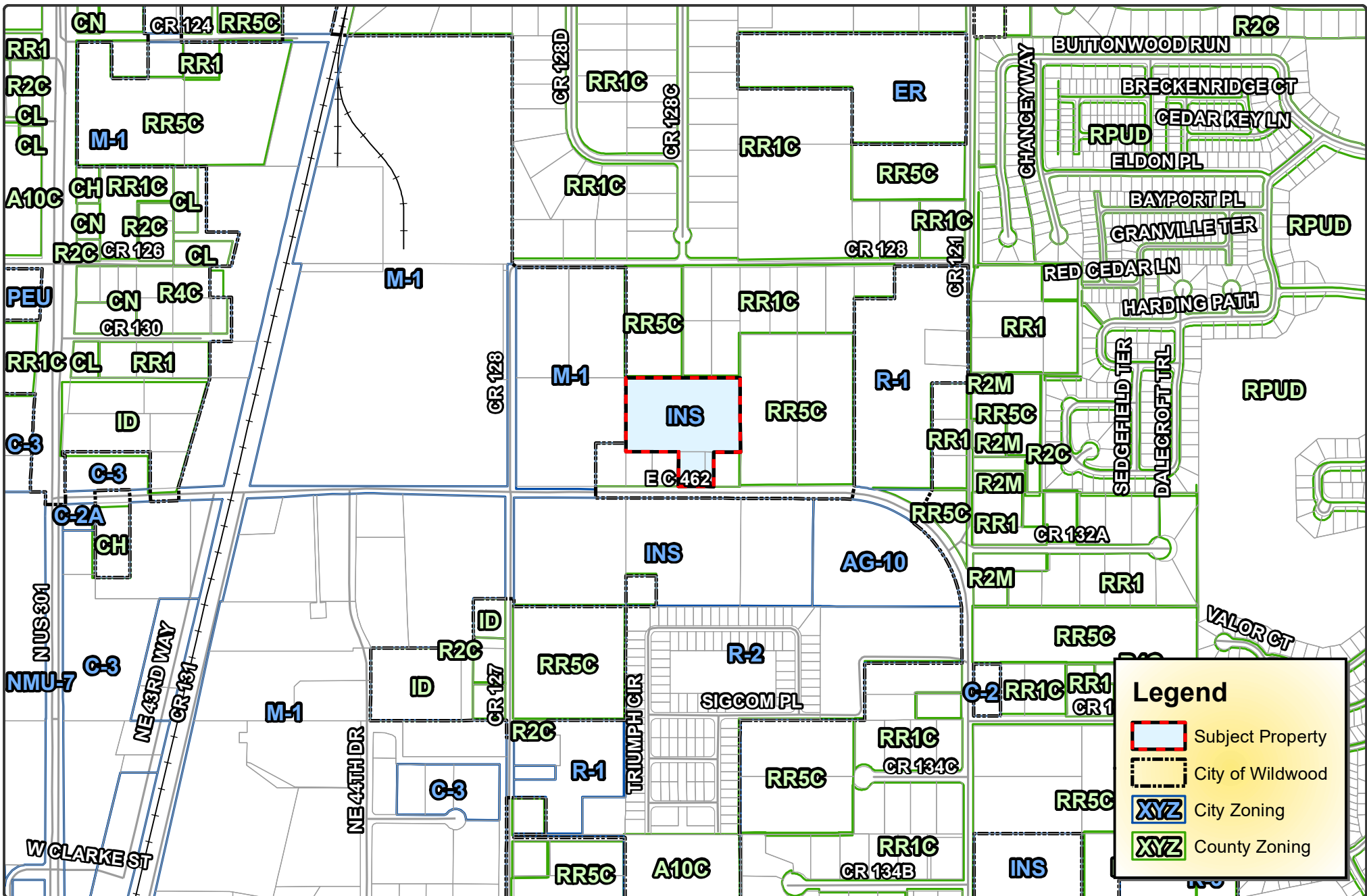
ENCOUNTER EXPANSION

PARCELS D32A003, D32-158 & D32-057

MAP 1B

**LOCATION
MAP**

**MAY
2022**



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

The case below was heard on Tuesday, July 5, 2022, by the Special Magistrate. The applicant seeks approval and favorable recommendation from the City of Wildwood Planning and Zoning Board/Special Magistrate for a Zoning Map Amendment to change the zoning district from R4C (Sumter County) to Institutional (City) on 7.2 acres MOL.

Case # RZ 2205-003 Encounter Expansion

Applicant Bradley Werlin II

Owner Encounter Church FL, Inc.

Parcel Number(s) D32A003, D32-158 & D32-057

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

Based upon the testimony, evidence, and information presented as to the criteria set forth in LDR § 1.7(D), the Special Magistrate recommends approval of the Zoning Map amendment and gives a favorable recommendation of Ordinance O2022-47 to the City Commission for final determination.

Dated: July 5, 2022



Lindsay C.T. Holt
Special Magistrate City of Wildwood

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: CP 2206-001 Thomas - Wildwood

REQUESTED ACTION: Special Magistrate recommends approval.

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

Case Number	CP 2206-001 Thomas - Wildwood
Ordinance Number	O2022-52
Parcel Number	G33-154
Property Location	The subject property is generally located on the west side of Marsh Bend Trail and approximately 0.9 miles south of Warm Springs Avenue.
Owner	Thomas Group Investments #1, LLC
Applicant	CHW

The applicant is seeking approval from the City Commission for a Small-Scale Comprehensive Plan Amendment to change the Future Land Use from Agriculture (Sumter County) to General Commercial (City) for parcel G33-154 on 4.86 acres MOL. This request is accompanied by rezoning request RZ 2206-001 (O2022-53).

ANALYSIS: The applicant is proposing a commercial development with a mix of uses consisting of a strip mall and a storage facility at the site. Commercial development is encouraged in the City to serve existing as well as new residents. The development is less than ten acres and is not required to obtain a Planned Development zoning. The development may develop as a single use under the 2035 Comprehensive Plan Objective 1.5.

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

(1) Justification of the proposed amendment has been adequately presented; The applicant has submitted a justification narrative that has adequately presented the change of the future land use from Agriculture (Sumter County) to Commercial (City).

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

The proposed amendment is not inconsistent with the goals, objectives and policies of the comprehensive plan. Future Land Use (FLU) Policy 1.1.14 states that the General Commercial designation is intended for a variety of highway retail sites, offices and the

provision of services. Sites are primarily located on SR 44, CR 466A and U.S. 301. The maximum intensity standard for this land use category is limited to 75% impervious surface ratio and 0.5 FAR. The Small-Scale Comprehensive plan amendment is intended to allow commercial uses to serve the residents in the immediate vicinity.

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

The proposed amendment is not considered urban sprawl, nor does it exemplify an energy inefficient land use pattern. City water is available to the subject property on the east side of Marsh Bend Trail. City sewer is available to the subject property on the west side of Marsh Bend Trail.

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

An environmental assessment was conducted on the subject property by CHW Professional Consultants in 2022. The subject project is not in a flood zone. There were no listed species on the subject property. A full survey of the property is recommended prior to any development of the site.

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

Transportation: The applicant has submitted a trip generation statement completed by CHW in May 2022. The project's proposed access at this time is expected to be from Marsh Bend Trail. Morning peak trips are 52 and evening peak trips are 88. A full traffic analysis will be required at the site plan stage.

Potable Water & Sewer: There is an existing 12" water main on the east side of Marsh Bend Trail and a 16" force main on the west side of Marsh Bend Trail. The City's 2019 Utility Master Plan indicates the water capacity is 6.7 million gpd and the City's permitted wastewater capacity is 3.55 MGD. The owner will need to work with the City to service the property with utilities.

Schools: The proposed project is not expected to generate any school aged children, as the property is being amended to allow a general commercial designation.

On Tuesday, July 5, 2022, the case was considered by the Planning & Zoning Board/Special Magistrate acting as the Local Planning Agency.

DATED: 06/29/2022



Terri O'Neal
Planner II, Development Services

ORDINANCE NO. O2022-52

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

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

Parcel G33-154
Thomas Group Investments #1, LLC (Owner)
4.86 Acres +/-

LEGAL DESCRIPTION:

THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, AND THE EAST 35.57 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS THE NORTH 208.71 FEET THEREOF, LESS THE NORTH 30 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST OF SAID SECTION 33; AND LESS ROAD RIGHT OF WAY,

TOGETHER WITH THAT CERTAIN 1986 FLEETWOOD SINGLE WIDE MOBILE HOME, SERIAL NO. 31700999.

LESS AND EXCEPT:

COMMENCE AT THE SOUTH 1/4 CORNER OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 23 EAST, THENCE RUN S 89°48'04" E ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 33, A DISTANCE OF 1,290.43 FEET; THENCE N 00°30'15" E, A DISTANCE OF 631.15 FEET FROM A POINT OF BEGINNING; THENCE CONTINUE N 00°30'15" E, A DISTANCE OF 487.10 FEET TO A POINT ON A LINE 206.71 FEET (*SIC) SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID SECTION 33; THENCE S 89°44'49" E, ALONG SAID PARALLEL LINE, A DISTANCE OF 35.57 FEET; THENCE N 00°30'15" E, A DISTANCE OF 178.71

FEET TO A POINT ON A LINE, 30 FEET SOUTH AND PARALLEL TO SAID NORTH LINE OF SECTION 33; THENCE S 89°44'49" E, ALONG SAID PARALLEL LINE, A DISTANCE OF 1,274.89 FEET TO THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 501; THENCE S 00°27'25" W, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 204.43 FEET TO A POINT OF CURVATURE ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 3,050.00 FEET, A CHORD BEARING OF S 03°42'26" E, A CHORD DISTANCE OF 442.94 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AND SAID WEST RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 8°19'42", A DISTANCE OF 443.33 FEET; THENCE

S 07°52'16" E, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 18.91 FEET; THENCE N 89°46'46" W, A DISTANCE OF 1,345.92 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2675, PAGE 100 OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, SAID LANDS LYING IN SECTION 33, TOWNSHIP 19 SOUTH, RANGE 23 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 33; THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 33, THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) THENCE RUN NORTH 89°44'50" WEST, A DISTANCE OF 14.42 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 501 (A VARIABLE WIDTH RIGHT-OF-WAY PER BOARD OF COUNTY COMMISSIONERS RIGHT-OF-WAY MAP, DATED JANUARY 12, 1994); 2) THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE, CONTINUE NORTH 89°44'50" WEST, A DISTANCE OF 370.01 FEET TO THE POINT OF BEGINNING; 3) THENCE CONTINUE NORTH 89°44'50" WEST, A DISTANCE OF 977.04 FEET TO THE SOUTHEAST CORNER OF VILLAGES OF SOUTHERN OAKS KELLER VILLAS, AS RECORDED IN PLAT BOOK 17, PAGES 3 THROUGH 3A, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°32'32" EAST, ALONG THE EAST LINE OF SAID PLATTED LANDS, A DISTANCE OF 631.00 FEET TO THE SOUTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3270, PAGE 322, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°44'31" EAST, ALONG THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 1346.20 FEET TO A POINT ON THE AFORESAID WEST RIGHT-OF-WAY OF COUNTY ROAD NO. 501; THENCE DEPARTING SAID SOUTH LINE, RUN ALONG SAID WEST RIGHT-OF-WAY THE

FOLLOWING TWO (2) COURSE AND DISTANCES: 1) THENCE RUN SOUTH 07°47'53" EAST, A DISTANCE OF 8.28 FEET; 2) THENCE RUN SOUTH 00°34'30" WEST, A DISTANCE OF 51.81 FEET; THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE, RUN NORTH 89°44'31" WEST, A DISTANCE OF 370.01 FEET; THENCE RUN SOUTH 00°34'30" WEST, A DISTANCE OF 570.91 FEET TO THE POINT OF BEGINNING.

This property is to be reclassified from Agriculture (Sumter County) to Commercial (City).

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

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

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

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

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

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

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

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

Ed Wolf, Mayor

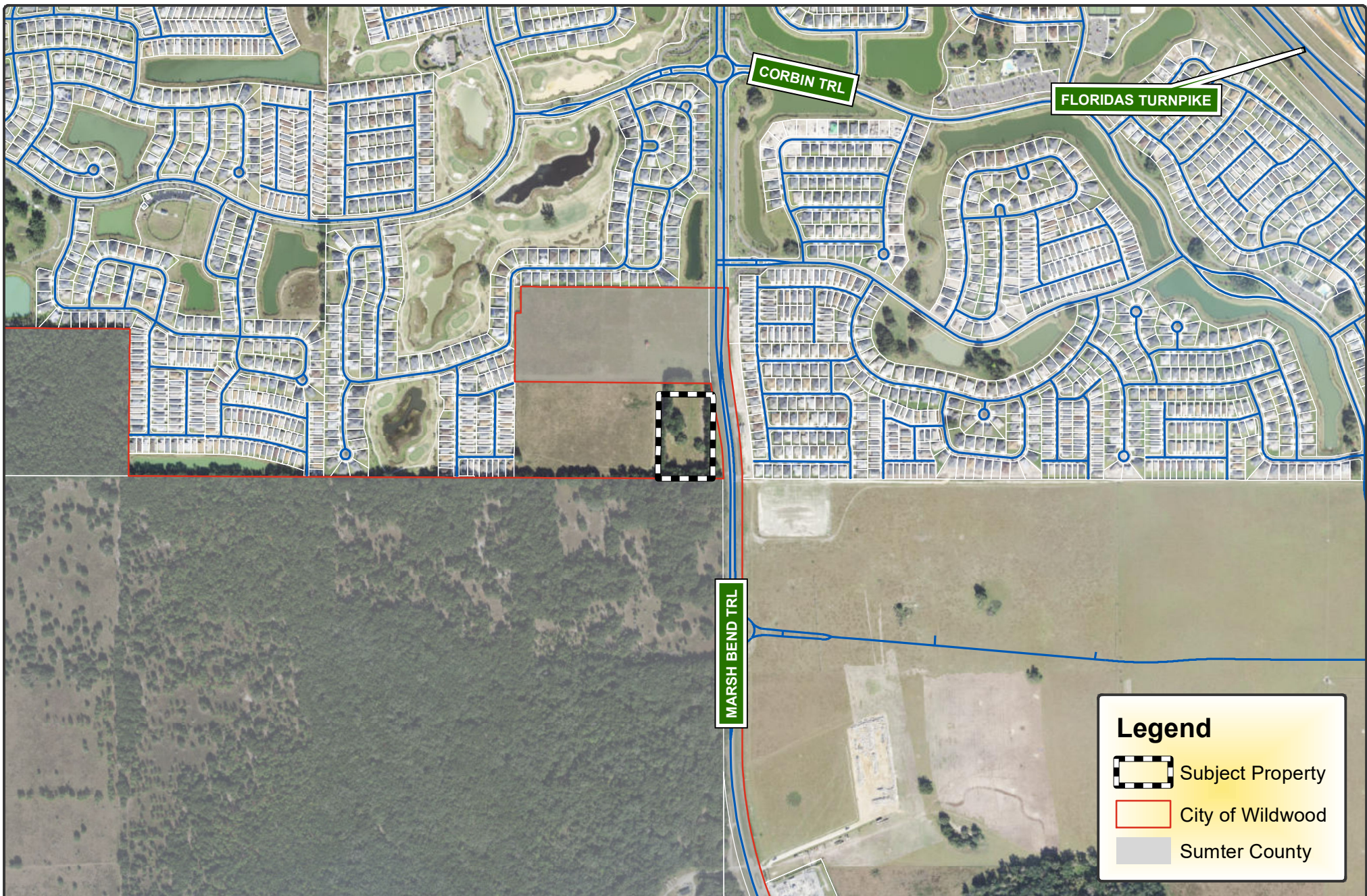
ATTEST: _____
Susan Patterson, City Clerk

First Reading: _____

Second Reading: _____

Approved as to form:

City Attorney

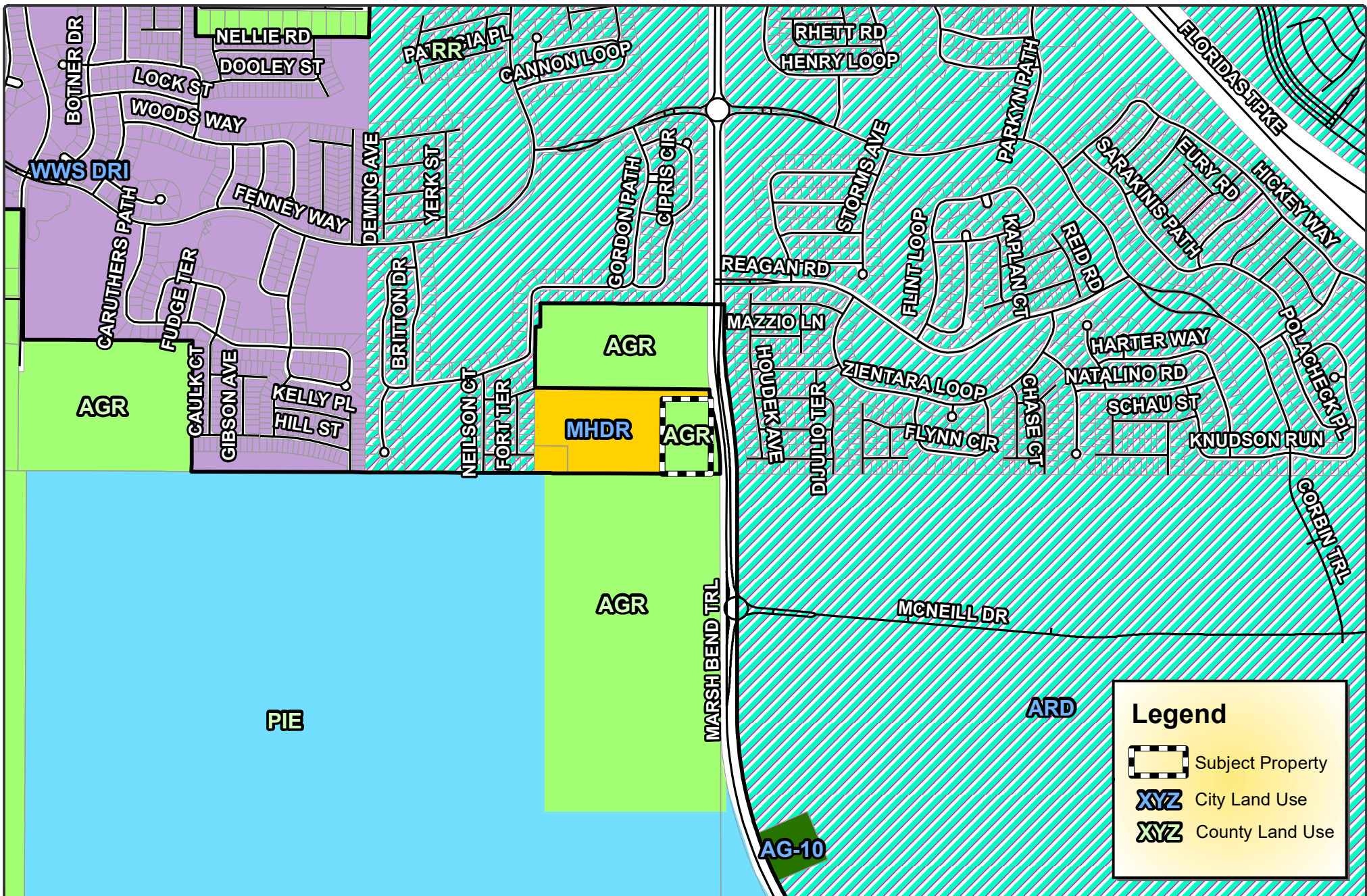


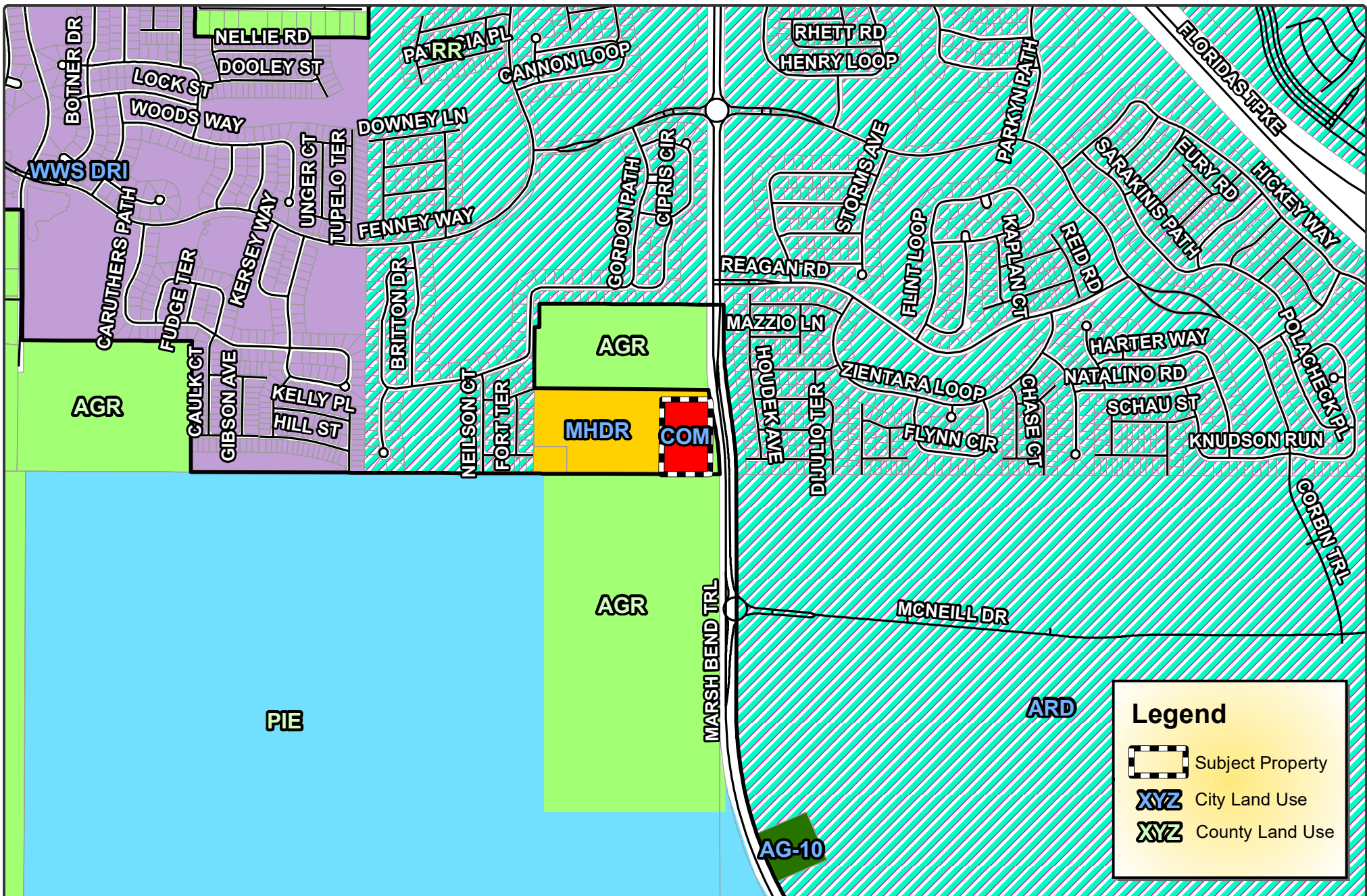
**CITY OF
WILDWOOD**
100 North Main Street
Wildwood, FL 34785
Phone: (352) 330-1330
www.wildwood-fl.gov



CP 2206-001 / RZ 2206-001
THOMAS - WILDWOOD
PARCEL G33-154

MAP 1B
LOCATION
MAP
JUNE
2022





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

The case below was heard on Tuesday, July 5, 2022, by the Special Magistrate. The applicant seeks approval and favorable recommendation from the City of Wildwood Planning and Zoning Board/Special Magistrate as the Local Planning Agency for a Comprehensive Plan amendment to amend the FLU map designation from Agriculture (Sumter County) to General Commercial (City) on 4.86 acres MOL.

Case No: CP 2206-001 Thomas - Wildwood

Applicant: CHW

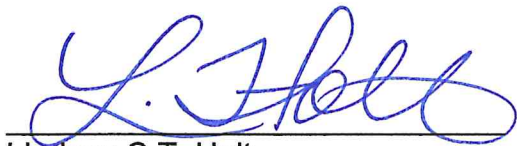
Owners: Thomas Group Investments #1, LLC

Parcel Number: G33-154

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

Based upon the testimony, evidence, and information presented as to the criteria set forth in LDR § 1.7(D), the Special Magistrate recommends approval of the Comprehensive Plan amendment and gives a favorable recommendation of Ordinance O2022-52 to the City Commission for final determination.

Dated: July 5, 2022



Lindsay C.T. Holt
Special Magistrate City of Wildwood

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: RZ 2206-001 Thomas - Wildwood

REQUESTED ACTION: Special Magistrate recommends approval.

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

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

Case Number	RZ 2206-001
Ordinance Number	O2022-53
Parcel Number	G33-154
Property Location	The subject property is generally located on the west side of Marsh Bend Trail and approximately 0.9 miles south of Warm Springs Avenue.
Owner	Thomas Group Investments #1, LLC
Applicant	CHW

The applicant is seeking approval from the City Commission for a Zoning Map Amendment to change the zoning district from RR1 and A10C (Sumter County) to C-2 (City) for the parcel listed above on 4.86 acres MOL. This request is accompanied by a concurrent Small Scale Comprehensive Plan amendment CP 2206-001 (O2022-52).

ANALYSIS: The applicant is proposing a commercial development with a mix of uses consisting of a strip mall and a storage facility at the site. Commercial development is encouraged in the City to serve existing as well as new residents.

Pursuant to Land Development Regulation (LDR) § 3.3(C)(4), staff believes the zoning change to C-2 should be granted based on the following criteria:

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

The proposed rezoning to C-2 is consistent with the proposed Future Land Use Map designation of General Commercial (COM) and the intent of the Comprehensive Plan as stated in FLU Policy 1.1.14.

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

The land use pattern of the surrounding area is residential and commercial. The proposed C-2 zoning designation will serve as a transition in this area to serve city residents.

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

Schools:

The proposed project is not expected to generate any school aged children, as the property is being amended to allow a general commercial designation.

Potable Water & Sewer:

There is an existing 12" water main on the east side of Marsh Bend Trail and a 16" force main on the west side of Marsh Bend Trail. The City's 2019 Utility Master Plan indicates the water capacity is 6.7 million gpd and the City's permitted wastewater capacity is 3.55 MGD. The owner will need to work with the City to service the property with utilities.

Streets:

The applicant has submitted a trip generation statement completed by CHW in May 2022. The project's

proposed access at this time is expected to be from Marsh Bend Trail. Morning peak trips are 52 and evening peak trips are 88. A full traffic analysis will be required at the site plan stage.

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

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

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

The property owner will be working with Sumter County to develop a methodology and full TIA for review when the proposed site plan is submitted.

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

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

ZONING DESIGNATION SURROUNDING PROPERTIES	
NORTH	R-3 (CITY)
SOUTH	A10C (SUMTER COUNTY)
EAST	ARD (CITY)
WEST	R-3 (CITY)

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

On Tuesday, July 5, 2022, the case was considered by the Planning & Zoning Board/Special Magistrate.

DATED: 06/29/2022



Terri O'Neal
Planner II, Development Services

ORDINANCE NO. O2022-53

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

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

Parcels G33-154
Thomas Group Investments #1, LLC (Owner)
4.86 Acres +/-

LEGAL DESCRIPTION:

THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, AND THE EAST 35.57 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS THE NORTH 208.71 FEET THEREOF, LESS THE NORTH 30 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST OF SAID SECTION 33; AND LESS ROAD RIGHT OF WAY,

TOGETHER WITH THAT CERTAIN 1986 FLEETWOOD SINGLE WIDE MOBILE HOME, SERIAL NO. 31700999.

LESS AND EXCEPT:

COMMENCE AT THE SOUTH 1/4 CORNER OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 23 EAST, THENCE RUN S 89°48'04" E ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 33, A DISTANCE OF 1,290.43 FEET; THENCE N 00°30'15" E, A DISTANCE OF 631.15 FEET FROM A POINT OF BEGINNING; THENCE CONTINUE N 00°30'15" E, A DISTANCE OF 487.10 FEET TO A POINT ON A LINE 206.71 FEET (*SIC) SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID SECTION 33; THENCE S 89°44'49" E, ALONG SAID PARALLEL LINE, A DISTANCE OF 35.57 FEET; THENCE N 00°30'15" E, A DISTANCE OF 178.71

FEET TO A POINT ON A LINE, 30 FEET SOUTH AND PARALLEL TO SAID NORTH LINE OF SECTION 33; THENCE S 89°44'49" E, ALONG SAID PARALLEL LINE, A DISTANCE OF 1,274.89 FEET TO THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 501; THENCE S 00°27'25" W, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 204.43 FEET TO A POINT OF CURVATURE ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 3,050.00 FEET, A CHORD BEARING OF S 03°42'26" E, A CHORD DISTANCE OF 442.94 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AND SAID WEST RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 8°19'42", A DISTANCE OF 443.33 FEET; THENCE

S 07°52'16" E, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 18.91 FEET; THENCE N 89°46'46" W, A DISTANCE OF 1,345.92 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2675, PAGE 100 OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, SAID LANDS LYING IN SECTION 33, TOWNSHIP 19 SOUTH, RANGE 23 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 33; THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 33, THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) THENCE RUN NORTH 89°44'50" WEST, A DISTANCE OF 14.42 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 501 (A VARIABLE WIDTH RIGHT-OF-WAY PER BOARD OF COUNTY COMMISSIONERS RIGHT-OF-WAY MAP, DATED JANUARY 12, 1994); 2) THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE, CONTINUE NORTH 89°44'50" WEST, A DISTANCE OF 370.01 FEET TO THE POINT OF BEGINNING; 3) THENCE CONTINUE NORTH 89°44'50" WEST, A DISTANCE OF 977.04 FEET TO THE SOUTHEAST CORNER OF VILLAGES OF SOUTHERN OAKS KELLER VILLAS, AS RECORDED IN PLAT BOOK 17, PAGES 3 THROUGH 3A, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°32'32" EAST, ALONG THE EAST LINE OF SAID PLATTED LANDS, A DISTANCE OF 631.00 FEET TO THE SOUTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3270, PAGE 322, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°44'31" EAST, ALONG THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 1346.20 FEET TO A POINT ON THE AFORESAID WEST RIGHT-OF-WAY OF COUNTY ROAD NO. 501; THENCE DEPARTING SAID SOUTH LINE, RUN ALONG SAID WEST RIGHT-OF-WAY THE

FOLLOWING TWO (2) COURSE AND DISTANCES: 1) THENCE RUN SOUTH 07°47'53" EAST, A DISTANCE OF 8.28 FEET; 2) THENCE RUN SOUTH 00°34'30" WEST, A DISTANCE OF 51.81 FEET; THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE, RUN NORTH 89°44'31" WEST, A DISTANCE OF 370.01 FEET; THENCE RUN SOUTH 00°34'30" WEST, A DISTANCE OF 570.91 FEET TO THE POINT OF BEGINNING.

This property is to be reclassified from RR1 & A10C (Sumter County) to C-2 (City).

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

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

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

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

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

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

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

**CITY COMMISSION
CITY OF WILDWOOD, FLORIDA**

Ed Wolf, Mayor

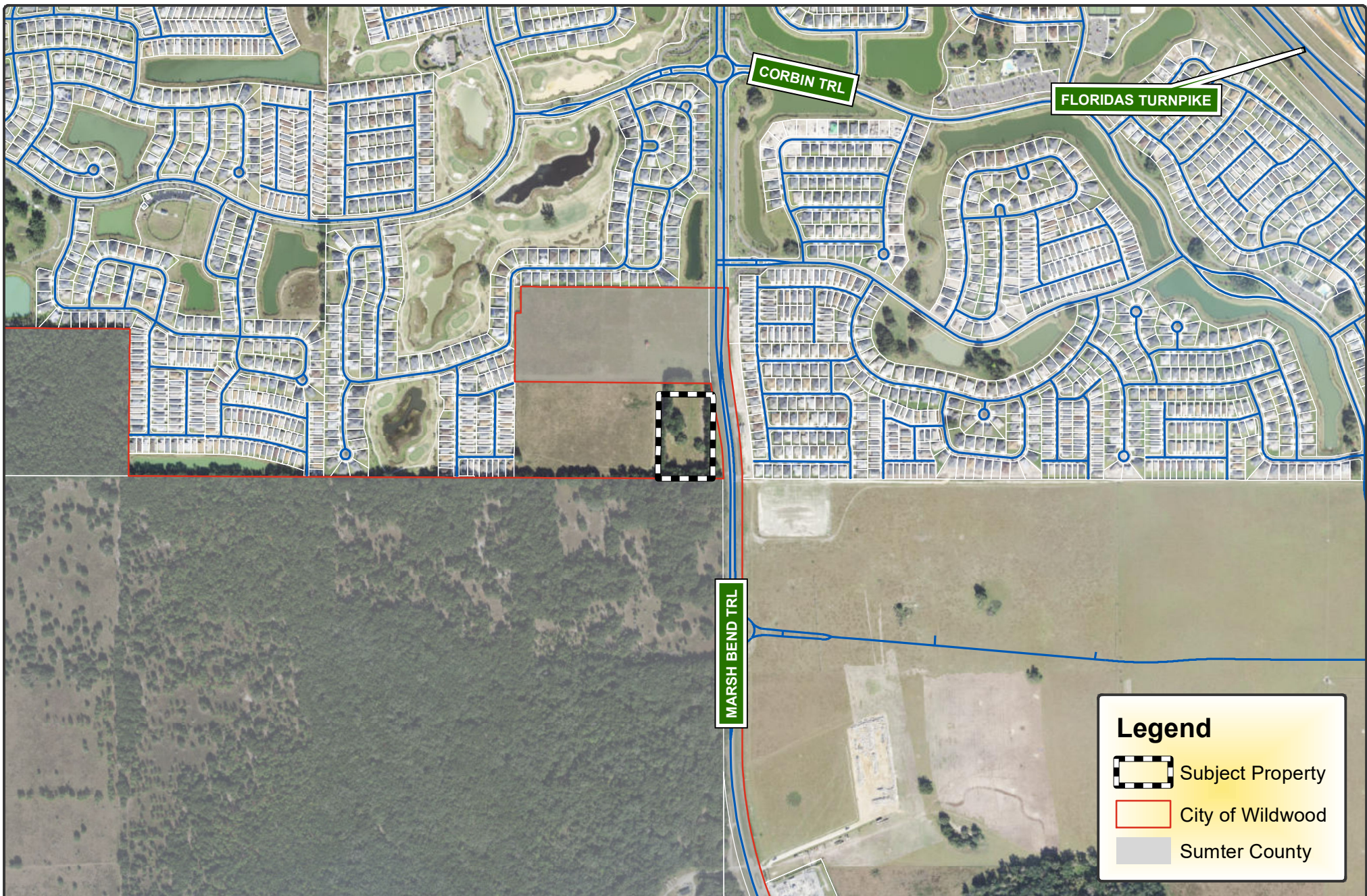
ATTEST: _____
Susan Patterson, City Clerk

First Reading: _____

Second Reading: _____

Approved as to form:

City Attorney



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

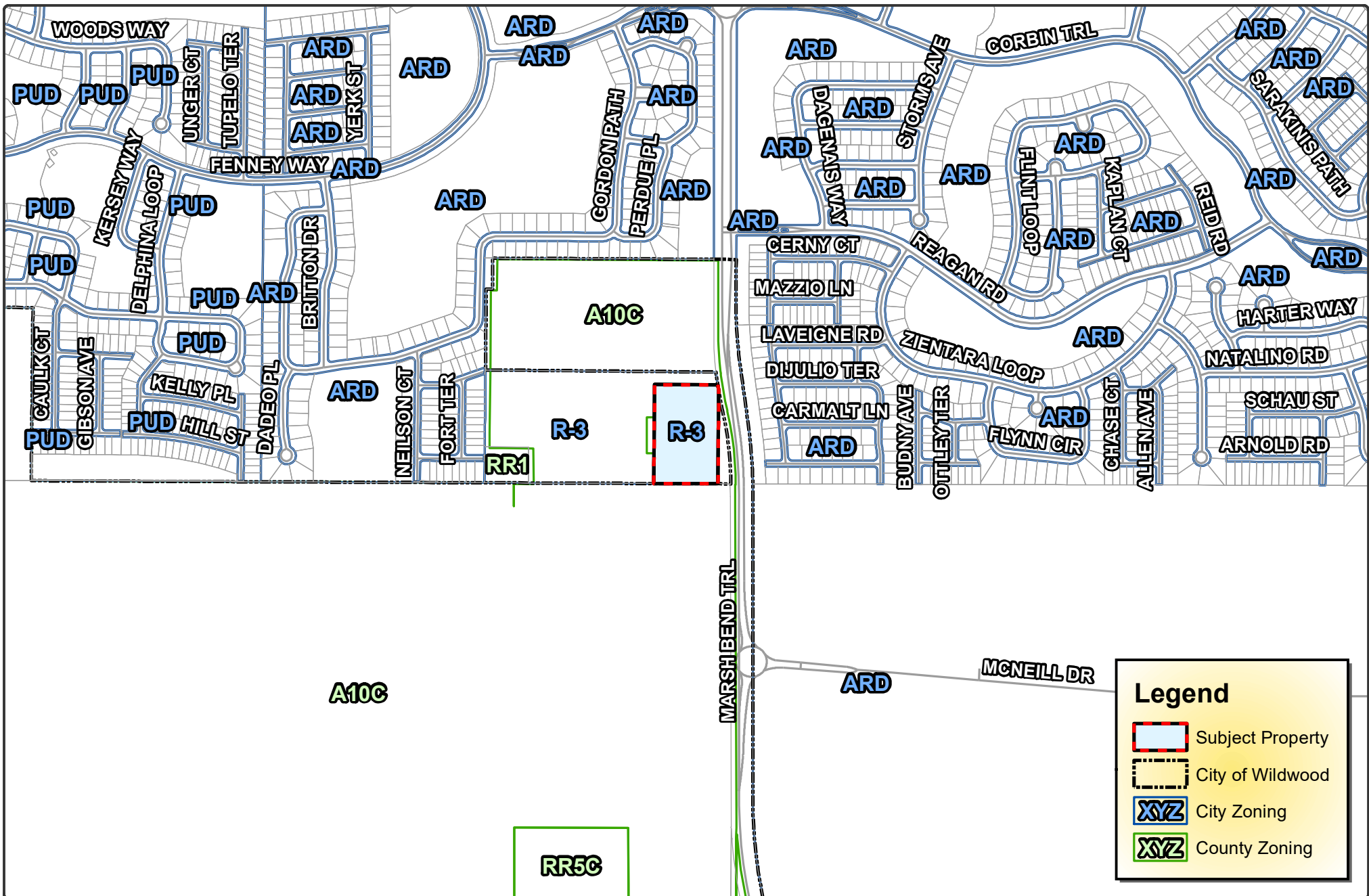


CP 2206-001 / RZ 2206-001
THOMAS - WILDWOOD
PARCEL G33-154

MAP 1B

**LOCATION
MAP**

**JUNE
2022**



Legend

- Subject Property
- City of Wildwood
- City Zoning
- County Zoning

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

The case below was heard on Tuesday, July 5, 2022, by the Special Magistrate. The applicant seeks approval and favorable recommendation from the City of Wildwood Planning and Zoning Board/Special Magistrate for a Zoning Map Amendment to change the zoning district from RR1 & A10C (Sumter County) to C-2 (City) on 4.86 acres MOL.

Case No: RZ 2206-001 Thomas - Wildwood
Applicant: CHW
Owner: Thomas Group Investments #1, LLC
Parcel Numbers: G33-154

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

Based upon the testimony, evidence, and information presented as to the criteria set forth in LDR § 1.7(D), the Special Magistrate recommends approval of the Zoning Map amendment and gives a favorable recommendation of Ordinance O2022-53 to the City Commission for final determination.

Dated: July 5, 2022



Lindsay C.T. Holt
Special Magistrate City of Wildwood

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: PD 2106-002 Twisted Oaks PD Amendment (formerly O'Dell PD)

REQUESTED ACTION: Special Magistrate recommends approval.

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

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

Case #	PD 2106-002 Twisted Oaks PD Amendment
Ordinance #	O2022-44
Applicant	Kolter Group Acquisitions, LLC
Owner	KL Twisted Oaks, LLC
Property Location	Bordered by N US 301, E C 462, CR 209 and W Clarke St.
Parcel Number(s)	D31-006, D31-007, D31-008, D31-029, D31-030 & D31-039 with portions of D31-036 & D31-016
Date	6/20/22

Kolter Group Acquisitions, LLC (Applicant), on behalf of KL Twisted Oaks, LLC (Owner), seeks approval from the City Commission for a Planned Development (PD) amendment. This is an amendment to the O'Dell Planned Development, originally approved in 2008, which has been amended and extended several times.

Per City of Wildwood Land Development Regulations Sec. 8.6.(E) the City Commission may approve a PD amendment only after substantial, competent evidence has been presented that allows the Commission to make the following findings:

- (1) That the proposed change is consistent with the comprehensive plan;**
The proposed amendment is consistent with the comprehensive plan. The Twisted Oaks development has a Future Land Use of Oxford Neighborhood Mixed Use which promotes a mix of residential, commercial and recreational uses. The proposed change is consistent with the intent of this Future Land Use designation.
- (2) That the proposed change will not adversely affect public facilities such as schools, utilities, streets, etc;**
The proposed change will not adversely affect public facilities. A Developers Agreement will be created allowing the extension of sewer and water services to the project. The Traffic Impact Analysis (TIA) outlines road improvements that will be made to accommodate the project and the realignment of E C 462. Wildwood school officials have determined that capacity is available to handle additional students.
- (3) That changed or changing conditions makes the passage of the proposed amendment necessary;**
Changing conditions make the proposed amendment necessary. The applicant is proposing 1,260 residential units along with commercial, light industrial and recreational spaces as part of the project.

- (4) **That the proposed change will not create or excessively increase traffic congestion or otherwise be a detriment to public safety; and**

The developer of the proposed project will be responsible for constructing the road improvements noted in the Planned Development agreement and TIA.

- (5) **That the proposed change will not be a deterrent to the improvement or development of adjacent property.**

The proposed change will not be a deterrent to the improvement or development of adjacent properties. Adjacent properties will be allowed to develop according to their future land use and zoning designations assigned by their jurisdictions.

On Tuesday, July 5, 2022, the case was considered by the Planning & Zoning Board/Special Magistrate.

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

Roxann Read, AICP, CFM
Development Services Assistant Director

ORDINANCE NO. O2022-44

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

WHEREAS, the City Commission of the City of Wildwood passed and ordained Ordinance 621 on November 10, 2008; and

WHEREAS, said Ordinance was recorded February 23, 2009, in O.R. Book 2038, Page 688, Public Records of Sumter County, Florida; and

WHEREAS, the City Commission had extended that Ordinance through subsequent Commission approval; and

WHEREAS, the first O'Dell Planned Development Amendment Application was filed on February 28, 2014; and

WHEREAS, the City Commission passed and ordained Ordinance O2014-22, which amended and restated Ordinance 621 in its entirety, on June 23, 2014; and

WHEREAS, said Ordinance was recorded on July 7, 2014, in O.R. Book 2805, Page 555, Public Records of Sumter County, Florida; and

WHEREAS, the City Commission passed and ordained Ordinance O2017-21, which amended and restated Ordinance O2014-22 in its entirety, on May 22, 2017; and

WHEREAS, said Ordinance was recorded on June 9, 2017, in O.R. Book 3266, Page 687, Public Records of Sumter County, Florida; and

WHEREAS, the City Commission had extended Ordinance O2017-21 through subsequent Commission approval; and

WHEREAS, the City now wishes to Amend and Restate Ordinance O2017-21 in its entirety by enacting this Ordinance O2022-44; and

WHEREAS, it is the intention of the City for this amendment and restatement to supersede Ordinance O2017-21.

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

The application filed by Morris Engineering & Consulting, LLC (“Agent”) as Agent for KL Twisted Oaks, LLC, (“Developer”) (hereinafter referred as the “Developer”) for a Planned Development Amendment was heard by and before the City Commission, Wildwood, Florida on this _____ day of _____, 2022. Based upon the verified application and supporting documents, analyses, maps, charts, other evidence and instruments, the advice, report and recommendations of the Project Review Committee and the testimony adduced and evidence received at the Public Hearing by the Planning and Zoning Board on July 5, 2022 and otherwise being fully advised, the City Commission does hereby find and determine as follows:

SECTION 1. GENERAL FINDINGS

- A. That the Twisted Oaks Planned Development Amendment Application (hereinafter referred to as the “Project”) was duly and properly filed herein on June 23, 2021;
- B. That all fees required to be borne and paid by the Developer have been paid in accordance with the City of Wildwood Fee Schedule;
- C. That the Project was reviewed by the Project Review Committee and found to meet or exceed the minimum standards of the City’s Comprehensive Plan, Land Development Regulations, Code of Ordinances, and all other applicable ordinances and regulations;
- D. That the Developer intends to develop a Project consisting of 387.29 acres, more or less, which is situated in Wildwood, Florida. This land is legally described in Exhibit “A” attached hereto;
- E. That the Developer has complied with the conceptual development plan provision as required by Section 8.4 of the Land Development Regulations; and
- F. That the City has complied with the due notice requirements of subsection 8.2(E) and (F) of the Land Development Regulations.

SECTION 2. FINDINGS REGARDING PLANNED DEVELOPMENT OVERLAY

- A. That the Developer has applied for a Planned Development Amendment of the lands described in “Exhibit A”;
 - 1. That the zoning district of the subject land described in “Exhibit A” is classified as NMU-7 on the City of Wildwood Zoning Map. The Project was an approved PD prior to the City adopting its current Land Development Regulations and zoning map;
 - 2. That the Project is consistent with the City of Wildwood Comprehensive Plan, the intent and purpose of the City of Wildwood Land Development Regulations, and does promote the public health, safety, morals, welfare, and orderly growth of the City of Wildwood;
 - 3. That the City of Wildwood Land Development Regulations are consistent with the provisions of the “Planned Development Agreement” as hereinafter set forth in Section 3 of this Ordinance. With respect to any conflict between the Land Development Regulations and the “Planned Development Agreement,” the provisions of the “Planned Development

- Agreement” shall govern. Unless specific conditions are included in the “Planned Development Agreement” waiving or replacing the terms and conditions of the Land Development Regulations, the terms and conditions of the most current Land Development Regulations shall prevail; and
4. This Ordinance shall become effective immediately upon its approval and adoption by the City Commission.

SECTION 3. PLANNED DEVELOPMENT AGREEMENT: GENERAL PROVISIONS

- A. Development Concept. The Project shall be developed as a Planned Development substantially in accordance with this Ordinance. This Planned Development Agreement shall govern the development of the Project.
- B. Conceptual Development Plan. The Project includes a conceptual development plan pursuant to Section 8.4 of the Land Development Regulations. The Master Concept Plan prepared by Morris Engineering & Consulting, LLC dated May 26, 2022 as amended, is incorporated into this Ordinance as “Exhibit B” attached hereto. The Master Concept Plan is substantially consistent with City of Wildwood Comprehensive Plan.
 1. The Master Concept Plan illustrates the general location of the following land uses:
 - a. Commercial Retail;
 - b. Industrial;
 - c. Single Family Detached;
 - d. Single Family Attached;
 - e. Townhomes/Villas;
 - f. Apartments/Condominiums; and
 - g. Amenity Area
 2. The Master Concept Plan is conceptual in nature and may be affected or modified by final zoning approval and conditions, by floodplain management regulations, final wetland or protected species locations and jurisdictional boundaries, final engineering, permitting, surveys, or conservation easements. If there are any inconsistencies between the written ordinance and the Master Concept Plan, the written ordinance will supersede.
- C. Development Program. The Project shall be developed in phases as shown on the Master Concept Plan.
 1. Residential Development. The residential component of the Project shall contain a mix of two (2) or more of the following housing types:
 - a. Single Family Detached (SFD)
 - b. Single Family Attached (SFA)
 - c. Apartments/Condominium Buildings (ACB)
 - d. Townhomes/Villas

e. Land Use Breakdown. Acreages devoted to each land use over the life of the Project shall be in accordance with the following table:

Land Use	Total (Acres)
Residential (Category A)	308.13 (79.56%)
Commercial Retail/Industrial* (Category B)	25.18 (6.50%)
Recreational (Category D)	48.34 (12.48%)
CR 462 Re-Route ROW	5.62 (1.45%)
Total	387.29

*Industrial uses are limited to Commercial Parcel 1 as depicted on the Master Concept Plan. Allowable uses will be limited to Light Industrial Uses as designated within the City of Wildwood Land Development Code and the square footage allocated to industrial will be determined utilizing the Land Use (Trip) Equivalency Matrix, further defined below, by converting Commercial Retail Uses.

The below table breaks down the open space provided within the development. The above numbers are inclusive of these acreages and may be subject to slight deviations during the design and development stages. The Development will maintain a minimum of 96.82 acres (25%) open space throughout the life of the project.

Wetlands & Buffers	33.60 (8.68%)
Lakes (50% of Retention Ponds)	25.26 (6.52%)
Other Open Space (As Identified in Exhibit B - Master Concept Plan)	88.28 (22.79%)
Total Open Space	147.14 (37.99%)

Additional acreage within the Project Development area consists of the remaining 50% of the retention areas, proposed amenity area, and rights-of-way.

2. Maximum Development Potential. Residential and non-residential development within the Project shall not exceed the following:

Non Residential:

Land Use	Max Total Building Square Feet (SF)
Commercial Retail Industrial	162,000

Depending on market demands, the Land Use (Trip) Equivalency Matrix may be utilized to convert Commercial Retail to other non-residential uses as allowed within the Oxford Neighborhood Mixed Use (ONMU) land use as well as Light Industrial Uses within Commercial Parcel 1, as identified on the Master Concept Plan. At no time can the acreage, as identified in the Land Use Table, allocated to Commercial Retail Use be adjusted without modifying the PD Agreement.

Residential:

Land Use	Minimum Units	Maximum Units
Single Family Detached (SFD)	650	735
Single Family Attached (SFA) Villas/Townhomes	0	248
Apartments/Condominiums	0	277
TOTAL	650	1,260

Depending on market demands, the residential portion of the Project may develop according to a sliding scale between single family detached, single family attached, villas/townhomes and apartment or condominium counts. The maximum number of residential units shall not exceed 1,260, unless the Land Use (Trip) Equivalency Matrix is utilized to convert other uses to residential. However, market demands may warrant a shift between the number of single family detached, attached, villas/townhomes and multi-family units. Apartment/condominium and single family attached, villas/townhomes allocations may be interchanged; however, the combined allocation between the two categories shall not exceed 820 units. The residential portion of the project shall meet the minimum requirements of the Oxford Neighborhood Mixed Use (ONMU) land use.

3. Land Use (Trip) Equivalency Matrix. Land uses may be converted in accordance with the following Table provided doing so does not conflict with the requirements of the allowable uses in the Oxford Neighborhood Mixed Use (ONMU) land use. At no

time can the Land Use (Trip) Equivalency Matrix be utilized to alter the acreages of Land Uses as designated in this PD. The coefficients are based on the trip generation, per the Institute of Transportation Engineers Trip Generation Manual, 10th Edition.

Land Use		CHANGE TO					NOTES	
		Residential, Single Family	Residential, Townhome/Villa (Per Unit)	Residential, Apartment/Condo (Per Unit)	Retail/Commercial (1,000 SF)	Light Industrial (1,000 SF)	ITE Code	PM Peak Rate
CHANGE FROM	Residential, Single Family	N/A	1.77	2.25	0.26	1.57	210	0.99
	Residential, Townhome/Villa (Per Unit)	0.56	N/A	1.27	0.15	0.89	220	0.56
	Residential, Apartment/Condo (Per Unit)	0.44	0.79	N/A	0.12	0.7	221	0.44
	Retail/Commercial (1,000 SF)	3.81	6.8	8.66	N/A	6.05	820	3.81
	Light Industrial (1,000 SF)	0.63	1.13	1.43	0.17	N/A	110	0.63

As development needs arise, amendments to the land use (trip) equivalency matrix may be carried out through approval of an updated matrix incorporated as an exhibit to the Planned Development Agreement.

D. All signage identifying the project, located adjacent to US N 301, CR 462 and CR 209 shall comply with the City of Wildwood Land Development Regulations and Design District Standards.

E. Amendments. All modifications requiring an amendment to the Planned Development Agreement shall require review by the Project Review Committee, review and recommendation of the Planning and Zoning Board and action by the City Commission in the same manner as an Application for Planned Development.

F. Future Approvals. After this Ordinance is recorded, and prior to any construction occurring, a site plan or subdivision improvement plan shall be submitted for review and approval in the manner required by Chapter 4 or Chapter 5 of the Land Development Regulations, whichever Chapter is applicable:

1. Developer's Agreement. Prior to approval of a site plan or a subdivision improvement plan, the City and the Developer agree to enter into Utility or Developer's Agreements to address the provision of water, wastewater

and reuse water to the Project. The agreement shall also specify, among other items, the ownership and maintenance of infrastructure associated with the Project.

G. Principal Uses. The following uses shall be allowed within the Project.

1. All permitted and special exception uses listed in Chapter 3, Table 3-6 of the Land Development Regulations for the NMU-7 zoning district.
2. Wholesaling, warehousing, bulk storage or distribution establishments and similar uses
3. Research laboratories and associated activities
4. Light manufacturing, assembling, processing or fabricating
5. Manufacturing of nonhazardous materials

H. Development Standards. Unless otherwise noted, the Project shall adhere to the zoning district standards prescribed in Chapter 3 of the Land Development Regulations for the Neighborhood Mixed Use - 7 (NMU-7) zoning district.

1. Residential Standards

a. Single Family Attached Villas/Townhomes

- i. Minimum Size – 640 SF
- ii. Minimum Lot Width – 20 feet

b. Single Family Detached:

- i. Minimum Lot Size – 4,400 SF
- ii. Minimum Lot Width – 40 feet

c. Setbacks:

- i. Front – 15 foot setback from primary structure and 20 foot setback for garages
- ii. Sides – 5 feet
- iii. Side Setback on Secondary Road – 10 feet
- iv. Rear – 15 feet
- v. Multi-Family Building Separation – 10 feet minimum

2. Non-Residential Standards

Non-residential standards shall follow the current regulations for the City of Wildwood.

The Florida Energy Conservation Code 2017 edition and the Florida Plumbing Code 2020 edition will be used in the design of the project. or the then-current edition of such codes at the time of building permit submission if such codes have been updated between the Effective Date of this Agreement and such time, will be used in the design of the project.

I. Design District Standards. Unless otherwise noted, the Project shall adhere to the Community Design District Standards applicable pursuant to section 6.12 of the Land Development Regulations.

J. Recreation and Open Space. The Project shall include the open spaces depicted on the Master Concept Plan and shall maintain a minimum of 25% open space as noted in the Design District Standards.

1. Parks and Recreation. The Project shall include common areas which may include open spaces for passive recreation, a pool, and a clubhouse. The Amenity area is noted on the Master Concept Plan.

2. Buffers.

- a. The Project shall contain a minimum 10 foot perimeter landscape buffer along US 301, C-462, CR 209 and CR 232. In lieu of the required buffer along CR 209 & CR 232, a decorative wall may be constructed.
- b. The Project shall contain 10 foot wide interior landscape buffers between changes of use.
- c. The Project shall contain 25 foot wide upland buffers adjacent to wetlands.
- d. Any on site booster pumps, tanks, or lift stations needed to serve the Project shall be screened, buffered and located outside of the perimeter buffer.

3. Open Space. Open space shall include wetlands, preservation areas, greenspace, and landscape buffers. Open space may also include trails, plazas, courtyards, and other public similar public areas. Open space may also include recreation areas and amenities provided said amenities or area is not enclosed within air conditioned space. For purposes of meeting open space requirements, up to 50% of the drainage retention areas may be included in the open space calculation; however, the amount of open space credit from the drainage retention areas shall not exceed 50% of the open space requirement. A Community Development District (CDD), homeowner's association, adjoining property owners or other private entity must maintain all such elements. Open space shall not include open bodies of water, rights-of-way, yards or lots of record per plat, driveways, off street parking areas or other impervious surface areas that do not meet the criteria.

K. Environmental Considerations.

1. Gopher Tortoise Survey. Prior to development of the site, the Developer shall conduct a 100% survey for gopher tortoises.
2. Wetlands. Developer is required to submit an updated Formal Determination of Wetlands and Other Surface Waters from the Southwest Florida Water Management District.

L. Public Facilities.

1. Potable Water, Wastewater, and Reuse Water. The Project shall be connected to the City's Potable Water and Sanitary Sewer systems prior to issuance of any Certificate of Occupancy. The Project will also connect to the

City's reuse water system prior to certificates of occupancy being issued, if available. Expansion of the City's Potable Water and Sanitary Sewer systems, including necessary utility easements, shall be negotiated by a separate Developer's Agreement between the City and the Developer. Said agreement shall specify cost, ownership and maintenance, and timetables for delivery of services.

2. Solid Waste. Solid waste services shall be provided by the City or the City's contracted refuse service provider.
3. Stormwater. The Project shall contain a stormwater management system which meets the requirements of the Southwest Florida Water Management District, and Chapter 6, Section 6.4 of the City's Land Development Regulations.
4. Underground Utilities. All on site utilities shall be underground. Developer is responsible for running utilities underground for the Project. The City shall insure that any utilities within any public utilities easement serving lands other than the Planned Development shall be underground.
5. Lighting. Exterior lighting of all buildings and parking lots shall be designed so that light is not directed off the Project. Exterior light fixtures should be fully shielded or designed with light-angle cut-offs so as to eliminate spill light, trespass light, and glare. Lighting throughout the Project will comply with the requirements set forth in the City Land Development Code and Design District Standards.
6. Transportation Concurrency. The responsibility to fund the improvements listed in Section L of this ordinance will be the responsibility of the Applicant/Developer. These improvements were identified in the Traffic Impact Analysis approved by Sumter County Public Works and are attached as Exhibit C.
7. Fire. The Florida Fire Prevention Code, 7th Edition applies to this development design.
8. Police. All traffic control signals or devices must comply with the Florida State Statutes regarding the installation. All traffic control signals or devices must conform to the manual and specifications published by the Florida Department of Transportation, to include but not limited to signs, size and height.
9. Easements. Project shall provide 20 foot Utility Easements along CR 209, CR 232 and the realigned C-462. See Exhibit "C." Buffer landscaping may be planted within the easement. No tap root bearing trees are allowed in the easement. If the City needs to perform maintenance in the easement, the City is not responsible for damages or replacement of landscaping. All easements shall be approved by the City.
10. Right-of-Way. Developer shall donate right-of-way along CR 209 and CR 232 to provide a total of 50 feet from centerline. See Exhibit "C."

M. Access and Transportation.

1. Access. Project access will be provided pursuant to the attached Master Concept Plan and Exhibit C, which consists of the following: Three (3) right-

in/right-out access driveways on US 301, four (4) full access driveways on C-462 realignment, one (1) right-in/right-out access driveway on C-462 realignment, and one (1) full access driveway on CR 209. Internal cross-access shall be provided between land uses. Driveway permits for access on to C-462 shall be obtained through Sumter County. Driveway permits for US 301 shall be obtained through the Florida Department of Transportation (FDOT). Driveway permits for CR 209 shall be obtained through the City of Wildwood. The Developer shall be responsible for milling and resurfacing of CR 209 adjacent to the development after all improvements are made.

2. Transportation System Improvements. The Developer shall be responsible for the following improvements, as shown in Exhibit C, which may be subject to impact fee credits from Sumter County. These improvements are identified in the Traffic Impact Analysis accepted with conditions by Sumter County Public Works on 5/4/2022.

- a. Construction of 315-foot westbound left turn lane, a 180 foot eastbound left turn lane and a 155 ft. westbound right turn at CR 462 (realigned) & Access Driveway A.
- b. Construct 350 ft. right turn lane at Access on Twisted Boulevard.
- c. Construct a 430 ft. northbound left turn lane and a 180 ft. southbound left turn lane at CR 462 (realigned) & Access Driveway B.
- d. Construct a 155 ft. eastbound right turn lane and a 155 ft. westbound right turn lane at CR 462 (realigned) at Access Driveway D.
- e. Construct 240 ft. southbound right turn lanes on US 301 at Access Driveways E, F, and G.
- f. Construct 240 ft. right turn lanes on all three right in/right out driveways on US 301 and on CR 462 (realigned).
- g. Re-time the traffic signal controller for the following intersections: US 301 & CR 466 and US 301 & CR 462/CR216.
- h. Convert the intersection of US 301 and CR 462 north/CR 126 to a directional median opening with northbound and southbound left turn movements.
- i. Improve US 301 and CR 462/CR 462 (Realigned) by the following:
- j. Construct 350 foot eastbound dual left turn lanes (including a 50 foot taper)
- k. Construct an eastbound through turn lane
- l. Construct a 155 foot eastbound right turn lane
- m. Restripe existing Westbound left turn lane to a through lane
- n. Restripe existing striped median to a 240 foot westbound left turn lane
- o. Extend existing northbound left turn lane to 445 feet
- p. Construct a second 445 foot northbound left turn lane (including a 50 ft. taper)
- q. Construct a second 340 foot southbound left turn lane (including a 50 ft. taper)
- r. Construct a 240 foot southbound right turn lane (including a 50 ft. taper)

- s. Construct a second eastbound lane on CR 462 to accommodate southbound dual left lanes
 - t. Retime the signal controller
 - u. Upgrade the existing span wire signal to a mast arm signal
 - 3. The Developer shall donate sufficient right-of-way and construct two lane and 4-lane roadway segments for the realignment of C-462, pursuant to the Master Concept Plan. Sufficient right-of-way will be based on the C-462 Preliminary Engineering Study conducted by Sumter County provided there is no updated design information provided by Sumter County before construction of the realignment.
 - 4. Individual development pods and land uses shall be interconnected by a series of roadways and trails within the Project. Internal roadways and trails shall be developed in accordance with the Master Concept Plan and the typical roadway provided for local roads.
 - 5. The Project shall provide a system of, multi-use trails consisting of unpaved nature trails around the wetland areas, five (5) foot wide sidewalks to be provided on both sides of internal roadways and a five (5) foot sidewalk on one side of the street and a 10 foot wide multi-use path on the opposite side of realigned CR 462 that encourage walking and bicycling within the development as shown on the Master Concept Plan.
 - 6. Golf carts. Golf carts may be allowed to utilize the multi-use paths and CDD owned roadways within the Project pending final engineering approval at the time of site plan. The City reserves the right to deny use of golf carts within the Project should such use present a safety concern.
 - 7. Gates. A portion of the residential development areas, including the single-family, apartment/condominium and villa/townhome areas, may be gated to restrict access to residents only. Development entrance at CR 209 may have a faux gate.
- N. Maintenance of Common Areas. Maintenance and repair of structures, paved areas (internal roadways and parking), lawn mowing, and landscaping maintenance of all common areas within the Project shall be the responsibility of the Twisted Oaks CDD or its designee such as a property owners association, at no cost or obligation to the City. In the event of noncompliance with the City Land Development Regulations, the City maintains the right to enforce same against the Developer, its successors or assigns, as may be applicable, by and through its code enforcement procedure and special magistrate. The Developer shall provide guidelines to the City for approval, not to be reasonably withheld, conditioned or delayed, for the maintenance of common areas. The City will be granted the right to enforce the common areas maintenance obligations against the property owner as may be applicable, and to be reimbursed for the reasonable attorney's fees, costs and expenses, as may be reasonably incurred by the City.
- O. Enforcement of Rules and Regulations. For the maintenance of the common areas referenced in Section 3(M) above, the applicable provisions in the

Guidelines: (i) shall be made applicable to the Project; and (ii) shall be reviewed/approved by the City of Wildwood and a certificate of occupancy being issued for completed improvements; and (iii) will provide that the City of Wildwood shall have the right, but not the obligation, to enforce such maintenance obligations against a violating party and that the City should be entitled to reasonable attorney's fees and costs for enforcement regardless of whether or not a suit has been filed.

P. Impact Fees. The Planned Development shall be subject to all impact fees applicable at the time of permitting. All impact fees are to be paid before issuance of any building permit. Proof of Sumter County impact fees paid shall be provided to the City of Wildwood. Any applicable impact fees adopted by the City of Wildwood, Sumter County or the Sumter County School Board prior to issuance of building permits shall also be applicable to the Planned Development.

Q. Expiration of Planned Development Agreement. Significant construction must begin within the Project boundary (as legally described in Exhibit A) within 24 months of the final adoption of this Planned Development Agreement. If no significant construction has started on the approved Project within 24 months, the Planned Development shall lapse and be of no further effect. The City Commission may extend the Planned Development for periods of up to twelve (12) months provided the applicant can show good cause why said the Project was delayed under the originally approved Planned Development Agreement. However, the City Commission shall not allow extensions beyond 48 months after the effective date of this Ordinance.

SECTION 4. SEVERABILITY

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

SECTION 5. EFFECTIVE DATE

This Ordinance shall be effective upon adoption during the second and final reading by the City of Wildwood City Commission.

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

**CITY COMMISSION
CITY OF WILDWOOD, FLORIDA**

Ed Wolf, Mayor

ATTEST: _____
Susan Patterson, City Clerk

First Reading: _____

Second Reading: _____

Approved as to form:

City Attorney

EXHIBIT A

Legal Description

A portion of Section 31, Township 18 South, Range 23 East, Sumter County, Florida being more particularly described as follows:

As a reference point commence at the south $\frac{1}{4}$ corner of Section 31, Township 18 South, Range 23 East, Sumter County Florida, run thence N.00°07'44"E. along the centerline of said Section 23, for a distance of 33.03 feet to the north right of way line of County Road 232 (a varying right of way as maintained), said point being the point of beginning; thence N.89°45'53"W. for a distance of 492.21 feet; thence S.89°16'37"W. for a distance of 640.52 feet to the east right of way line of County Road 209 (a varying right of way as maintained), said point bears N.34°45'26"E. a distance of 34.76 feet from the south west corner of said Section 31; thence N.00°02'38"E. along the east right of way of said County Road 209, for a distance of 2618.87 feet to a point that bears S.89°53'20"E. a distance of 16.78 feet from the west $\frac{1}{4}$ corner of said Section 31; thence N.22°02'01"E. continuing along the said east right of way line of County Road 209, for a distance of 1361.25 feet; thence S.89°40'15"E. leaving the said east right of way of County Road 209, for a distance of 524.59 feet; thence N.00°06'12"E. for a distance of 406.09 feet; thence S.88°10'55"W. for a distance of 525.03 feet to the east right of way of said County Road 209; thence N.00°03'42"E. along the said east right of way of County Road 209, for a distance of 870.96 feet to the south right of way line of County Road 462. (A 66 foot wide right of way), said point bears S.23°57'34"E. and a distance of 35.83 feet from the north west corner of said Section 31; thence S.89°45'16"E. along the south right of way line of said County Road 462, for a distance of 1974.58 feet; thence S.00°06'37"W. for a distance of 628.40 feet; thence S.89°45'49"E. for a distance of 662.94 feet to the centerline of said Section 31; thence S.00°07'44"W. along said centerline of Section 31, for a distance of 661.74 feet; thence S.89°50'08"E. for a distance of 2608.35 feet to the west right of way line of US Highway 301 (a right of way that varies); thence S.00°00'15"E. along said west right of way line for a distance of 1320.00 feet; thence N.89°52'59"W. along the north line of the southeast $\frac{1}{4}$ of said Section 31, for a distance of 480.65 feet, thence N.89°53'20"W. for a distance of 38.50 feet; thence N.89°53'20"W. for a distance of 2092.28 feet to the aforesaid centerline of said Section 31; Thence S.00°07'44"W. along said centerline of said Section 31, for a distance of 2809.00 feet to the Point of Beginning.

Less and Except

(Parcel No. 110 Section 18010, R.P. No. 411257-3)

A part of the south $\frac{1}{2}$ of the E $\frac{1}{4}$ of Section 31, Township 18 South, Range 23 East lying west of State Road 35 (U.S. 301) Sumter County, Florida more particularly described as follows.

Commence at a 5/8-inch iron rod and cap labeled "LS No 4393" marking the southeast corner of the NW $\frac{1}{4}$ of Section 32, Township 18 South, Range 23 East, Sumter County, Florida; thence South 89°56'28"W. along the south line of said NW $\frac{1}{4}$ a distance of 2648.38 feet to a railroad spike without identification marking the southeast corner of the NE $\frac{1}{4}$ of Section 31, Township 18 South, Range 23 East, Sumter County, Florida; thence North 89°53'19"W. along the south line of said NE $\frac{1}{4}$ a distance of 44.27 feet to a point on the westerly existing right of way line of State Road 35 (U.S. 301) as shown on the Florida Department of Transportation right of way map, Section 18010, F.P. 411257-3; thence North 00°00'03"W. West along said right of way line 4908 feet to a point on the north line of a 46.7 foot existing Florida Department of Transportation Drainage Easement as described in Official Records Book 159, Page 509,

Public Records of Sumter County, Florida; thence departing said right of way line North 88°40'03"W along said north line of drainage easement 479.40 feet for the point of beginning; thence continue North 88°40'03" West along said north line 470.00 feet to the east line of and existing Florida Department of Transportation Drainage Easement as described in Official Record Book 159, Page 513, Public Records of Sumter County, Florida; thence North 01°19'57" East along said east line 315.00 feet; thence South 88°40'03" East 470.00 feet; thence South 01°19'57" West 315.00 feet to the point of beginning.

The above Parcel contains 377.373 acres more or less.

AND

That part of the East ½ of the Southeast ¼ of Section 31, Township 18, South, Range 23 East in Sumter County, Florida, bounded and described as follows:

Commence at the Northeast corner of the Southeast ¼ of Section 31, Township 18 South, Range 23 East in Sumter County, Florida, run N.89°55'25"W. along the North line of the Southeast ¼ a distance of 44.22 feet to the West right of way line of U.S. Highway No. 301 and the Point of Beginning of this description; thence S.00°00'25"W. along the West right of way line of U.S. Highway No. 301, a distance of 818.15 feet, said point being on the Northwestern right of way line of County Road No. 232; thence S.41°13'20"W. along said Northwestern right of way line of County Road No 232, a distance of 17.18 feet; thence S.89°58'57"W. along the Northwestern right of way line of County Road No 232, a distance of 91.82 feet; thence S.89°52'16"W. for a distance of 132.39 feet; thence S.89°54'47"W., 283.61 feet; thence N.00°00'21"E. for a distance of 832.87 feet to a point on the North line of the Southeast ¼ of Section 31; thence S.89°53'20"E. for a distance of 38.50 feet; thence S.89°52'59"E. along the north line of the Southeast ¼ a distance of 480.65 feet to the Point of Beginning.

The above Parcel contains 9.9 acres more or less.

TWISTED OAKS - COOK PARCEL

DESCRIPTION: A parcel of land lying in Section 31, Township 18 South, Range 23 East, Sumter County, Florida, and being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 31, thence run S 00°07'22" W, along the East line of said Section 31, 33.00 feet; thence departing said East line, run N 89°45'53" W, a distance of 68.02 feet to a point at the intersection of the South Right-of-way line of East County Road 462 and the West Right-of-way line of U.S. Highway 301, thence run N 89°45'53" W, along said South Right-of-way line of County Road 462, a distance of 1232.66 feet to the POINT OF BEGINNING; thence S 00°06'48" W, a distance of 1288.51 feet; thence N 89°50'09" W, a distance of 110.70 feet; thence northeasterly, 9.88 feet along the arc of a non-tangent curve to the left having a radius of 79.00 feet and a central angle of 07°10'00" (chord bearing N 36°42'43" E, 9.87 feet); thence northeasterly, 15.31 feet along the arc of a reverse curve to the right having a radius of 125.00 feet and a central angle of 07°01'01" (chord bearing N 36°38'14" E, 15.30 feet); thence northeasterly, 15.31 feet along the arc of a compound curve to the right having a radius of 125.00 feet and a central angle of 07°01'01" (chord bearing N 43°39'14" E, 15.30

feet); thence northeasterly, 32.44 feet along the arc of a reverse curve to the left having a radius of 79.00 feet and a central angle of 23°31'28" (chord bearing N 35°24'01" E, 32.21 feet); thence northerly, 32.44 feet along the arc of a compound curve to the left having a radius of 79.00 feet and a central angle of 23°31'28" (chord bearing N 11°52'32" E, 32.21 feet); thence N 00°06'48" E, a distance of 445.68 feet; thence northwesterly, 54.98 feet along the arc of a tangent curve to the left having a radius of 35.00 feet and a central angle of 90°00'00" (chord bearing N 44°53'12" W, 49.50 feet); thence N 89°53'12" W, a distance of 15.00 feet; thence N 00°06'48" E, a distance of 60.00 feet; thence S 89°53'12" E, a distance of 12.00 feet; thence northeasterly, 54.98 feet along the arc of a tangent curve to the left having a radius of 35.00 feet and a central angle of 90°00'00" (chord bearing N 45°06'48" E, 49.50 feet); thence N 00°06'48" E, a distance of 82.18 feet; thence N 13°36'33" E, a distance of 12.85 feet; thence N 00°06'48" E, a distance of 264.26 feet; thence northerly, 62.42 feet along the arc of a tangent curve to the left having a radius of 281.00 feet and a central angle of 12°43'36" (chord bearing N 06°15'00" W, 62.29 feet); thence N 12°36'47" W, a distance of 99.48 feet; thence northwesterly, 34.75 feet along the arc of a tangent curve to the left having a radius of 46.00 feet and a central angle of 43°16'51" (chord bearing N 34°15'13" W, 33.93 feet); thence northwesterly, 19.35 feet along the arc of a reverse curve to the right having a radius of 89.00 feet and a central angle of 12°27'28" (chord bearing N 49°39'55" W, 19.31 feet); thence northwesterly, 19.35 feet along the arc of a compound curve to the right having a radius of 89.00 feet and a central angle of 12°27'28" (chord bearing N 37°12'27" W, 19.31 feet); thence northwesterly, 21.01 feet along the arc of a reverse curve to the left having a radius of 46.00 feet and a central angle of 26°09'54" (chord bearing N 44°03'41" W, 20.82 feet); thence westerly, 21.01 feet along the arc of a compound curve to the left having a radius of 46.00 feet and a central angle of 26°09'54" (chord bearing N 70°13'35" W, 20.82 feet); thence N 83°18'32" W, a distance of 13.14 feet; thence westerly, 32.91 feet along the arc of a tangent curve to the right having a radius of 131.00 feet and a central angle of 14°23'36" (chord bearing N 76°06'44" W, 32.82 feet); thence westerly, 6.57 feet along the arc of a reverse curve to the left having a radius of 81.00 feet and a central angle of 04°38'51" (chord bearing N 71°14'21" W, 6.57 feet); thence westerly, 6.57 feet along the arc of a compound curve to the left having a radius of 81.00 feet and a central angle of 04°38'51" (chord bearing N 75°53'12" W, 6.57 feet); thence N 78°12'37" W, a distance of 48.79 feet; thence westerly, 53.97 feet along the arc of a non-tangent curve to the left having a radius of 290.51 feet and a central angle of 10°38'36" (chord bearing N 83°45'40" W, 53.89 feet) to a point on said South Right-of-way line of East County Road 462; thence S 89°45'53" E along said South Right-of-way line, a distance of 327.44 feet to the POINT OF BEGINNING.

Containing 2.167 acres, more or less.

TWISTED OAKS - KLTO

DESCRIPTION: A parcel of land lying in Section 31, Township 18 South, Range 23 East, Sumter County, Florida, and being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 31, thence run S 00°07'22" W, along the East line of said Section 31, 33.00 feet; thence departing said East line, run N 89°45'53" W, a distance of 68.02 feet to a point at the intersection of the South Right-of-way line of East County Road 462 and the West Right-of-way line of U.S. Highway 301, thence run N 89°45'53" W, along said South Right-of-way line of County Road 462, a distance of 1063.35 feet to the POINT OF BEGINNING; thence departing said South Right-of-way line, run thence S 89°48'54" W, a distance of 25.99 feet; thence westerly, 34.15 feet along the arc of a non-tangent curve to the left having a radius of 267.50 feet and a central angle of 07°18'55" (chord bearing S 86°34'29" W, 34.13 feet); thence westerly, 20.93 feet along the arc of a compound curve to the left having a radius of 80.00 feet and a central angle of 14°59'31" (chord bearing S 75°25'16" W, 20.87 feet); thence westerly, 23.38 feet along the arc of a reverse curve to the right having a radius of 131.00 feet and a central angle of 10°13'34" (chord bearing S 73°02'17" W, 23.35 feet); thence S 78°09'04" W, a distance of 13.14 feet; thence southwesterly, 42.01 feet along the arc of a tangent curve to the left having a radius of 46.00 feet and a central angle of 52°19'48" (chord bearing S 51°59'09" W, 40.57 feet); thence southwesterly, 28.69 feet along the arc of a reverse curve to the right having a radius of 89.00 feet and a central angle of 18°28'04" (chord bearing S 35°03'17" W, 28.56 feet); thence southwesterly, 9.03 feet along the arc of a reverse curve to the left having a radius of 46.00 feet and a central angle of 11°15'04" (chord bearing S 38°39'48" W, 9.02 feet); thence N 00°06'48" E, a distance of 72.99 feet to a point on said South Right-of-way line of County Road 462; thence run S 89°45'53" E along said South Right-of-way line, a distance of 169.31 feet to the POINT OF BEGINNING.

TOGETHER WITH

COMMENCE at the Northeast corner of said Section 31, thence run S 00°07'22" W, along the East line of said Section 31, 33.00 feet; thence departing said East line, run N 89°45'53" W, a distance of 68.02 feet to a point at the intersection of the South Right-of-way line of East County Road 462 and the West Right-of-way line of U.S. Highway 301, thence run N 89°45'53" W, along said South Right-of-way line of County Road 462, a distance of 1232.66 feet; thence departing said South Right-of-way line, run S 00°06'48" W, a distance of 135.84 feet to the POINT OF BEGINNING; thence S 12°36'47" E, a distance of 214.48 feet; thence southerly, 115.28 feet along the arc of a tangent curve to the right having a radius of 519.00 feet and a central angle of 12°43'36" (chord bearing S 06°15'00" E, 115.04 feet); thence S 00°06'48" W, a distance of 164.21 feet; thence southeasterly, 54.98 feet along the arc of a tangent curve to the left having a radius of 35.00 feet and a central angle of 90°00'00" (chord bearing S 44°53'12" E, 49.50 feet); thence S 89°53'12" E, a distance of 15.00 feet; thence S 00°06'48" W, a distance of 60.00 feet; thence N 89°53'12" W, a distance of 12.00 feet; thence southwesterly, 54.98 feet along the arc of a tangent curve to the left having a radius of 35.00 feet and a central angle of 90°00'00" (chord bearing S 45°06'48" W, 49.50 feet); thence S 00°06'48" W, a distance of 82.18 feet; thence S 13°36'33" W, a distance of 12.85 feet; thence S 00°06'48" W, a distance of 351.00 feet; thence southeasterly, 64.87 feet along the arc of a tangent

curve to the left having a radius of 79.00 feet and a central angle of 47°02'56" (chord bearing S 23°24'40" E, 63.06 feet); thence southeasterly, 1.64 feet along the arc of a reverse curve to the right having a radius of 125.00 feet and a central angle of 00°45'01" (chord bearing S 46°33'38" E, 1.64 feet); thence southeasterly, 1.64 feet along the arc of a compound curve to the right having a radius of 125.00 feet and a central angle of 00°45'01" (chord bearing S 45°48'36" E, 1.64 feet); thence southeasterly, 31.63 feet along the arc of a reverse curve to the left having a radius of 79.00 feet and a central angle of 22°56'36" (chord bearing S 56°54'24" E, 31.42 feet); thence easterly, 31.63 feet along the arc of a compound curve to the left having a radius of 79.00 feet and a central angle of 22°56'36" (chord bearing S 79°51'00" E, 31.42 feet); thence N 88°40'42" E, a distance of 410.27 feet; thence northeasterly, 38.62 feet along the arc of a tangent curve to the left having a radius of 25.00 feet and a central angle of 88°30'50" (chord bearing N 44°25'17" E, 34.89 feet); thence N 00°09'52" E, a distance of 12.62 feet; thence S 89°50'08" E, a distance of 60.00 feet; thence S 00°09'52" W, a distance of 9.77 feet; thence southeasterly, 39.92 feet along the arc of a tangent curve to the left having a radius of 25.00 feet and a central angle of 91°29'10" (chord bearing S 45°34'43" E, 35.81 feet); thence N 88°40'42" E, a distance of 472.18 feet; thence northeasterly, 54.18 feet along the arc of a non-tangent curve to the left having a radius of 35.07 feet and a central angle of 88°30'38" (chord bearing N 44°22'26" E, 48.95 feet); thence S 00°00'04" E, a distance of 67.52 feet; thence S 00°01'35" W, a distance of 128.53 feet; thence northwesterly, 55.78 feet along the arc of a non-tangent curve to the left having a radius of 35.00 feet and a central angle of 91°18'59" (chord bearing N 45°39'48" W, 50.06 feet) to a point of said Westerly Right-of-way of U.S. Highway 301; thence run along said Westerly Right-of-way the following two (2) courses: 1) S 88°40'42" W, a distance of 472.21 feet; 2) S 88°40'42" W, a distance of 110.04 feet; thence departing said Westerly Right-of-way line, run S 88°40'42" W, a distance of 405.71 feet; thence southwesterly, 63.27 feet along the arc of a tangent curve to the left having a radius of 79.00 feet and a central angle of 45°53'12" (chord bearing S 65°44'06" W, 61.59 feet); thence westerly, 181.19 feet along the arc of a reverse curve to the right having a radius of 125.00 feet and a central angle of 83°03'02" (chord bearing S 84°19'00" W, 165.74 feet); thence northerly, 181.19 feet along the arc of a compound curve to the right having a radius of 125.00 feet and a central angle of 83°03'02" (chord bearing N 12°37'58" W, 165.74 feet); thence S 89°50'09" E, a distance of 109.56 feet; thence N 00°06'48" E, a distance of 1152.67 feet; to the POINT OF BEGINNING.

Containing 5.607 acres, more or less.

EXHIBIT C

[Print](#)**Sumter County Traffic Impact Analysis (TIA) - Submission #33506****Date Submitted: 4/19/2022****First Name***

AYMAN

Last Name*

SAIDI

Email Address*

aha@trafficmobility.com

Address

3101 Maguire Blvd, Suite 265

City

ORLANDO

State

Florida

Zip Code

32803

Phone

4077301473

Alt Phone**Sumter County Traffic Impact Analysis (TIA)**

In accordance with the Interlocal Service Boundary and Joint Planning Agreement between the City of Bushnell, City of Center Hill, City of Coleman, City of Webster, and the City of Wildwood, within the municipal service area, the Cities and County agree that County will review all traffic impact studies for development accessing the City or County road networks.

Purpose and Applicability

The purpose of the TIA is to identify the potential traffic impacts of new development on the transportation system and to develop mitigation strategies to offset those impacts according to the methodologies and provisions as described herein. These guidelines apply to all new development within Sumter County, including its municipalities, submitting building and site plans for review. The TIA requirement applies to previously approved developments that are over five years old, changing land uses within the site plan, or extending the build-out date from a previously approved TIA. Unless otherwise required by the County Administrator or designee, a TIA, as it relates to a substandard roadway section, shall not be required for any single development generating less than 50 average daily trips, as per the Trip Generation Manual, latest edition, as published by the Institute of Transportation Engineers (ITE). The following thresholds will determine the level of study that will need to be performed depending on the number of trips a development produces:

1. Applicants proposing developments that generate 50 but less than or equal to 1,000 average daily trips (ADT), according to the ITE Trip Generation Manual, current edition, must perform a Minor TIA.
2. A Major TIA shall be required for all proposed developments generating more than 1,000 ADT, as per the ITE Trip Generation Manual, current edition.
3. A Comprehensive Plan Amendment TIA will be required for all land use plan amendments that consider 10 acres or more of land or small-scale Comprehensive Plan Amendments that are projected to generate over 1,000 daily trips.

For purposes of this section, a "single development" shall include any development, parcel of land, lot, and tract, and contiguous or nearby developments, parcels, lots, or tracts that are:

1. Developed by the same or a related development or landowner;
2. Developed as part of the same zoning plan, preliminary plan, preliminary site plan, plat, or other unified or common plan of development.

These guidelines are in addition to the requirements of the access management regulations. In the event of any conflict between these guidelines and such regulations, the more stringent requirements shall apply.

Methodology Statement

Before conducting a Major TIA or a Comprehensive Plan Amendment TIA, a methodology statement shall be prepared by the applicant, the applicant's representative, or the applicant's engineer/consultant and submitted for review and approval by the County. Before conducting a Minor TIA, the applicant, the applicant's representative, or the applicant's engineer/consultant shall seek confirmation from County staff on the need for a methodology statement. The purpose of the methodology statement is to establish agreed-upon methodologies and assumptions before the start of the TIA. A methodology statement shall be prepared using the guidelines provided in the following paragraphs. The methodology statement will be first reviewed by County staff, if necessary, through a methodology meeting with the applicant and or the applicant's consultant. The applicant's consultant will then revise the statement based upon agreed-upon methodologies. The applicant shall ensure the consultant does not prepare a TIA without a methodology statement approved by the appropriate County representative.

Sumter County 2020 County Annual Traffic Reports Summary Table

<https://sumtercountyfl.gov/DocumentCenter/View/35884/Sumter-County-2020-County-Annual-Traffic-Reports-Summary-Table>

Exemption

[Choose File](#) No file chosen

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

Please submit your Methodology Statement

[Choose File](#) No file chosen

Please submit your TIA

21101 Twisted Oaks Pointe TIA v2.1 e-SS 041922.pdf

**Date of Methodology
Acceptance by County**

09/30/2021

Applicable Jurisdiction

Please check the applicable Jurisdiction:

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

Useful Links

<https://www.fdot.gov/planning/systems/programs/sm/accman/default.shtm>

FDOT Systems Implementation Office

2.

<https://www.fdot.gov/roadway/floridagreenbook/fgb.shtm>

FDOT Roadway Design - Florida Greenbook

3.

<http://www.lakesumtermpo.com/>

Lake-Sumter MPO

4.

<https://www.fdot.gov/statistics/trafficdata/default.shtm>

FDOT Traffic Information

Sumter County Acceptance, with Conditions

- The engineer of record (EOR) preparing the TIA will be available to address questions, as it relates to the TIA, during the Florida Department of Transportation permitting process.
- Acceptance of the TIA is contingent on sufficient right-of-way being provided, to the County, for the design of the future C 462 northern roundabout.

TWISTED OAKS POINTE

Project № 21101, v2.1
April 2022

**TRAFFIC IMPACT ANALYSIS
CITY OF WILDWOOD
FLORIDA**

Prepared by:



Traffic & Mobility Consultants

3101 Maguire Boulevard, Suite 265
Orlando, Florida 32803
www.trafficmobility.com
(407) 531-5332

Prepared for:

Kolter Land Partners
14025 Riveredge Drive, Suite 175
Tampa, Florida 33637

EXECUTIVE SUMMARY

Project Information

Name: Twisted Oaks Pointe

Location: West of US 301, north of Clarke Street/CR 232, and south of CR 462

Jurisdiction: City of Wildwood, Florida

Description: 736 single-family dwelling units
224 townhouse dwelling units
300 apartment dwelling units
162,000-sqaure-feet of commercial/retail use

Findings

Trip Generation: 15,506 daily trips / 838 AM peak hour trips / 1,471 PM peak hour trips

Access Plan: Four (4) full access driveways on CR 462 (re-aligned)
One (1) right-in/right-out access driveway on CR 462 (re-aligned)
Three (3) right-in/right-out access driveways on US 301
One (1) full access driveway on CR 209

Roadway Capacity: All study roadways are expected to operate at an acceptable LOS at project buildout

Intersection Capacity: US 301 and CR 466 is projected to operate below the adopted LOS at the project buildout due to background traffic

US 301 and CR 462 north is projected to operate below the adopted LOS at the project buildout due to background traffic. Convert to directional median opening at project buildout

The following intersections are projected to operate below the adopted LOS at the project buildout due to the project trips:

US 301 and CR 472/CR 216
US 301 and CR 462/CR 462 (Realigned)

The site access driveways A and B are projected to operate with delay but within capacity ($V/C = 0.776$ and 0.327 , respectively)

Turn Lanes: Auxiliary right turn lanes are warranted on:
CR 462 at Twisted Boulevard Access (eastbound right turn lane)

Auxiliary left turn lanes are warranted on:

CR 462 (realigned) at Access Driveway A (westbound left turn lane)

CR 462 (realigned) at Access Driveway B (northbound left turn lane)

Evaluation of CR 462
Realignment:

The roadway is projected to operate at an adequate LOS at the project buildout with 4-lanes from US 301 to the roundabout at Oaks Boulevard and 2-lanes north of the roundabout

The proposed roundabouts and the stop-controlled intersections along the realigned CR 462 are projected to operate at an adequate LOS at the project buildout

Required Improvements:

Turn Lanes:

Construct a 315-foot westbound left turn lane, a 180-foot eastbound left turn lane at CR 462 (realigned) & Access Driveway A

Construct 350-foot right turn lane at Access on Twisted Boulevard

Construct a 430-foot northbound left turn lane and a 180-foot southbound left turn lane at CR 462 (realigned) & Access Driveway B

Construct 240-foot right turn lanes on all three right-in/right-out driveways on US 301 and on CR 462 (realigned)

Off-site
Improvements:

Re-time the traffic signal controller for the following intersections:

US 301 and CR 466

US 301 and CR 472/CR 216

Improve US 301 and CR 462/CR 462 (Realigned) by the following:

- Construct 350-foot eastbound dual left turn lanes
- Construct an eastbound through turn lane
- Construct a 155-foot eastbound right turn lane
- Restripe existing Westbound left turn lane to a through lane
- Restripe existing striped median to a 240-foot Westbound left turn lane
- Extend existing northbound left turn lane to 445 feet
- Construct a second 445-foot northbound left turn lane
- Construct a second 340-foot southbound left turn lane
- Construct a 240-foot southbound right turn lane
- Construct a second eastbound lane on CR 462 to accommodate southbound dual left lanes
- Retime the signal controller
- Upgrade the existing span wire signal to a mast arm signal

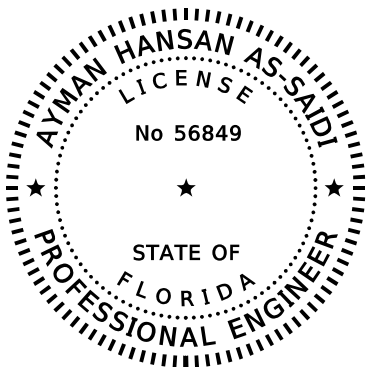
PROFESSIONAL ENGINEERING CERTIFICATION

I hereby certify that I am a Professional Engineer properly registered in the State of Florida practicing with Traffic & Mobility Consultants LLC, a corporation authorized to operate as an engineering business, CA-30024, by the State of Florida Department of Professional Regulation, Board of Professional Engineers, and that I have prepared or approved the evaluations, findings, opinions, conclusions, or technical advice attached hereto for:

PROJECT: Twisted Oaks Pointe
LOCATION: City of Wildwood, Florida
CLIENT: Kolter Land Partners

I hereby acknowledge that the procedures and references used to develop the results contained in these computations are standard to the professional practice of Transportation Engineering as applied through professional judgment and experience.

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY



ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED
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ON ANY ELECTRONIC COPIES.

TRAFFIC & MOBILITY CONSULTANTS LLC
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CERTIFICATE OF AUTHORIZATION CA-30024
AYMAN H. AS-SAIDI, P.E. NO. 56849

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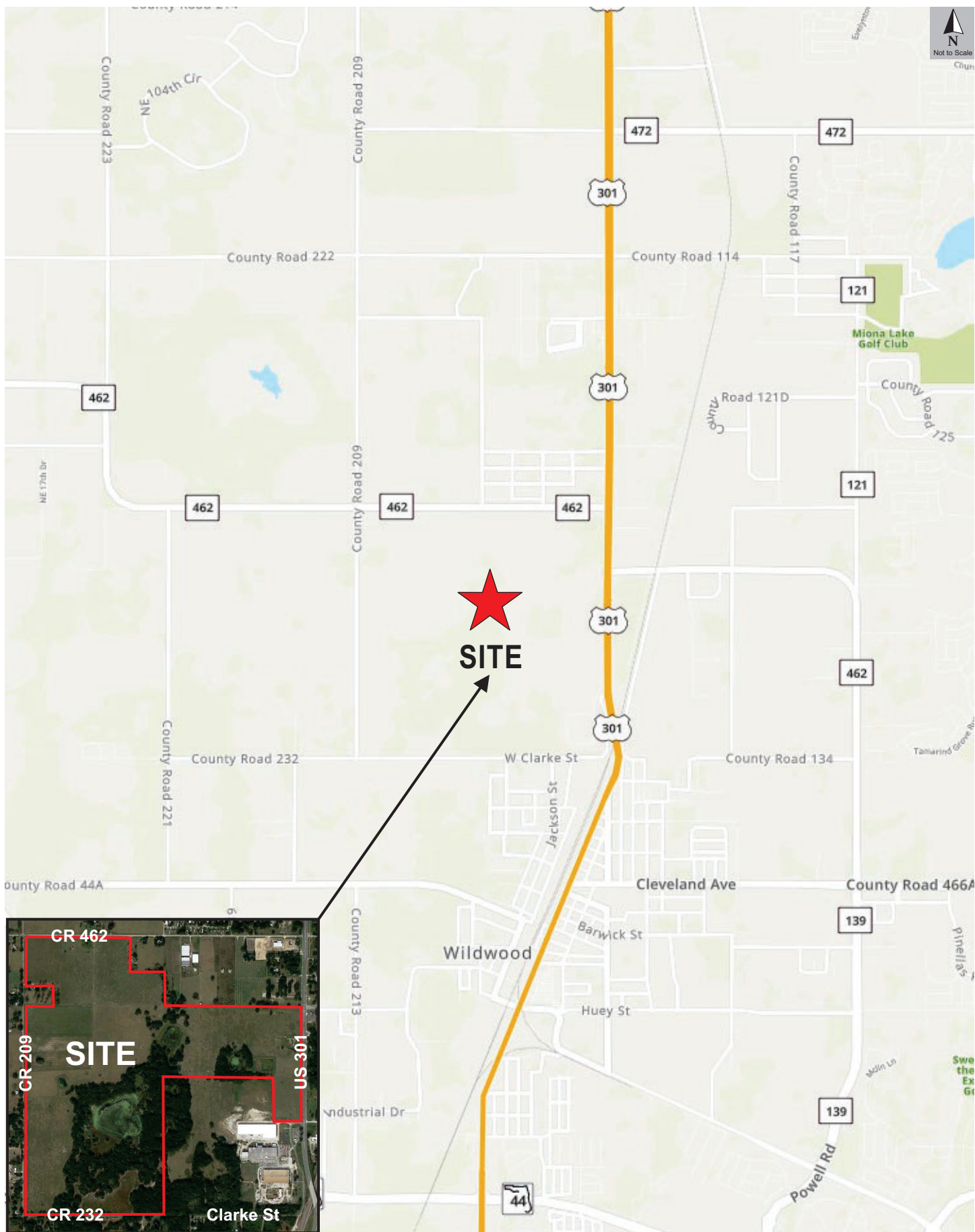
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1.0 INTRODUCTION

A Traffic Impact Analysis (TIA) was conducted to assess the impact of the proposed mixed-use development of Twisted Oaks Pointe on the surrounding transportation network. This study also evaluated the proposed realignment of CR 462 to assess its impact on the adjacent roadway segments and intersections. This revised TIA addresses comments received from Sumter County on February 23, 2022, included in **Appendix A**. The project is composed of 736 single-family dwelling units, 224 townhouse dwelling units, 300 apartment dwelling units, and three (3) commercial buildings totaling 162,000 square feet. The project will be built in three (3) phases with an anticipated full buildout year of 2027. The ±390.78-acre site is located west of US Highway 301, north of Clarke Street/CR 232, and south of CR 462 in City of Wildwood, Florida. **Figure 1** depicts the site location and the surrounding transportation network.

Access to the site is proposed via four (4) full access driveways on CR 462 (re-aligned), one (1) right-in/right-out access driveway on CR 462 (re-aligned), three (3) right-in/right-out access driveways on US 301 and one (1) full access driveway on CR 209. A preliminary site plan is included in **Appendix B**.

The analysis was prepared in accordance with the approved methodology submitted to Sumter County and provided in **Appendix C**. Data used in the analysis consisted of the preliminary site plan provided by the project engineers, daily and peak hour traffic counts collected by Traffic & Mobility Consultants (TMC), *Sumter County Transportation Management System (TMS) Report*, *Sumter County Annual Traffic Counts*, *Sumter County Congestion Management Process (CMP) Database*, Florida Department of Transportation (FDOT) information, and approved developments traffic data provided by Sumter County.



1.1 Study Area

The study area for the proposed development was determined in accordance with the requirements of Sumter County *Traffic Impact Analysis (TIA) Guidelines* and as specified in the approved TIA methodology. Accordingly, the analysis considered the project's impact on the following roadway segments and intersections within the project's primary influence area:

Study Roadways:

- Buena Vista Boulevard
 - CR 466A to St. Charles Plaza
 - St. Charles Plaza to Odell Circle South End
 - Odell Circle South End to Bonita Boulevard
 - Bonita Boulevard to Odell Circle N End
 - Odell Circle N End to Stillwater Trail
 - Stillwater Trail to Ternberry Forest Drive
 - Ternberry Forest Drive to CR 472 (Rainey Trail)
 - CR 472 (Rainey Trail) to Belvedere Boulevard
 - Belvedere Boulevard to Tall Trees Lane
 - Tall Trees Lane to Laurel Manor Drive
 - Laurel Manor Drive to CR 466
 - CR 466 to Saddlebrook Lane
 - Saddlebrook Lane to El Camino Real
- CR 44A
 - SR 44(W) to CR 213
- CR 462
 - CR 229 to CR 223
 - CR 223 to CR 209
 - CR 209 to US 301/SR 35
 - US 301/SR 35 to CR 131
 - CR 131 to CR 121
 - CR 121 to CR 134
 - CR 134 to CR 466A

- CR 466
 - CR 209 to US 301/SR 35
 - US 301/SR 35 to CR 105
 - CR 105 to CR 103
 - CR 103 to CR 101
 - CR 101 to Buena Vista Boulevard
 - Buena Vista Boulevard to Morse Boulevard
 - Morse Boulevard to CR 100/Lake County Line
- CR 466A
 - US 301/SR 35 to CR 462/Powell Road
 - CR 462/ Powell Road to C-133 (NE 57th Drive)
 - C-133 (NE 57th Drive) to Buena Vista Boulevard
 - Buena Vista Boulevard to Canal Street
 - Canal Street to Morse Boulevard
- CR 472
 - US 301/SR 35 to CR 117
 - CR 117 to Lynn Haven Lane
 - Lynn Haven Lane to Buena Vista Boulevard
- CR 209
 - CR 232 to CR 462 E
 - CR 462 E to CR 216
 - CR 216 to CR 466
- CR 221
 - CR 44A to CR 462 E
- CR 229
 - CR 462 to CR 466
- CR 232
 - CR 221 to US 301/SR 35
- Morse Boulevard N
 - CR 466A to Odell Circle S
 - Odell Circle S to Bonita Boulevard
 - Bonita Boulevard to Odell Circle N
 - Odell Circle N to Stillwater Trail

- Stillwater Trail to CR 466
- US 301/SR 35
 - CR 514 to CR 468 (Warm Springs Avenue)
 - CR 468 (Warm Springs Avenue) to SR 91/Florida's Turnpike
 - SR 91/Florida's Turnpike to CR 156 (Clay Drain Road)
 - CR 156 (Clay Drain Road) to SR 44
 - SR 44 to CR 44A
 - CR 44A to CR 466A (Cleveland Avenue)
 - CR 466A (Cleveland Avenue) to CR 462 (S)
 - CR 462 (S) to CR 462 (N)
 - CR 462 (N) to CR 222
 - CR 222 to CR 472
 - CR 472 to CR 466

Study Intersections:

- US 301 and CR 466 (Signalized)
- US 301 and CR 472/CR 216 (Signalized)
- US 301 and CR 462/CR 126 (Unsignalized)
- US 301 and CR 462 (Signalized)
- CR 209 and CR 232 (Unsignalized)
- US 301 and CR 466A (Cleveland Avenue) (Signalized)
- CR 466A (Cleveland Avenue) and Powell Road/CR 462 (Signalized)
- SR 44 and CR 44A (Unsignalized)
- CR 462 Realigned/CR 205B and CR 462 (Proposed Roundabout)
- CR 462 (Realigned) and Access Driveway A (Proposed)
- CR 462 (Realigned) and Access Driveway B (Proposed)
- CR 462 (Realigned) and Access Driveway C (Proposed Roundabout)
- CR 462 (Realigned) and Access Driveway D (Proposed)
- CR 462 and Twisted Boulevard (Proposed)
- CR 209 and Oaks Boulevard (Proposed)
- US 301 and Access Driveway E (Proposed)
- US 301 and Access Driveway F (Proposed)
- US 301 and Access Driveway G (Proposed)

2.0 EXISTING CONDITIONS ANALYSIS

Existing conditions were analyzed to establish a baseline for prevailing traffic conditions in the vicinity of the proposed development. The analysis included a review of existing roadway segment and intersection level of service (LOS) and capacities.

2.1 Roadway Segment Capacity Analysis

Existing roadway conditions were analyzed during the AM and PM peak hours by comparing existing traffic volumes within the study area to LOS volumes for the study roadway segments, as obtained from *Sumter County 2014/2015 TMS Report*, *Sumter County 2020 Annual Traffic Counts*, *Sumter County 2019 CMP Database*, and 2020 FDOT *Quality/Level of Service (Q/LOS) Generalized Table 7*, included in **Appendix D**.

To reflect existing traffic conditions, 2020 AM and PM peak hour directional volumes obtained from *Sumter County 2020 Annual Traffic Counts* were multiplied by annual growth rates derived from historical average annual daily traffic (AADT) available on *Florida Traffic Online (FTO)* web-based database or in 2020 *Sumter County Annual Traffic Counts* report. A minimum of 1% annual growth rate was applied to roadway segments for which minimal or no growth was observed. Peak hour directional volumes on US 301 were obtained from FTO 2020 historical AADT reports or Synopsis Reports. Peak hour directional volumes on CR 209, CR 221, and CR 232 were obtained from turning movement counts collected by TMC in August 2021 and provided in **Appendix E**. Peak hour directional volumes on CR 229 were extracted from 24-hour counts collected by TMC in September 2021 and included in **Appendix E**. Historical AADT reports obtained from FTO database and growth rate spreadsheets are included in **Appendix E**. **Table 1** and **Table 2** summarize the roadway segment capacity analysis for the AM and PM peak hours, respectively.

Table 1
Existing Roadway Segment Capacity Analysis – AM Peak Hour

Roadway Segment	Seg ID	Station ID	Count Source	# of Lns	Median Type	Area Type	LOS Std	PH Dir	AGR %	Dir	2020 Conditions			Existing Conditions		
											Vol	LOS	V/C	Vol	LOS	V/C
Buena Vista Blvd																
CR 466A to St Charles Pl	6000005	314	SC	4	Divided	Urban	D	1,467	1.00%	NB/EB SB/WB	1,166 932	D D	0.79 0.64	1,178 941	D D	0.80 0.64
St Charles Pl to Odell Cir S End	60000051	311	SC	4	Divided	Urban	D	1,467	1.00%	NB/EB SB/WB	725 705	D D	0.49 0.48	732 712	D D	0.50 0.49
Odell Cir S End to Bonita Blvd	60000052	308	SC	4	Divided	Urban	D	1,467	1.00%	NB/EB SB/WB	634 553	C C	0.43 0.38	640 559	C C	0.44 0.38
Bonita Blvd to Odell Cir N End	60000053	305	SC	4	Divided	Urban	D	1,467	1.00%	NB/EB SB/WB	666 708	D D	0.45 0.48	673 715	D D	0.46 0.49
Odell Cir N End to Stillwater Tr	60000054	302	SC	4	Divided	Urban	D	1,467	1.00%	NB/EB SB/WB	1,039 1,175	D D	0.71 0.80	1,049 1,187	D D	0.72 0.81
Stillwater Tr to Ternberry Forest Dr	60000055	299	SC	4	Divided	Urban	D	1,467	1.00%	NB/EB SB/WB	887 781	D D	0.60 0.53	896 789	D D	0.61 0.54
Ternberry Forest Dr to CR 472 (Rainey Tr)	60000056	295	SC	4	Divided	Urban	D	1,467	1.00%	NB/EB SB/WB	946 1,045	D D	0.64 0.71	955 1,055	D D	0.65 0.72
CR 472 (Rainey Tr) to Belvedere Blvd	3300000	292	SC	4	Divided	Urban	D	1,467	1.00%	NB/EB SB/WB	852 858	D D	0.58 0.58	861 867	D D	0.59 0.59
Belvedere Blvd to Tall Trees Ln	33000001	289	SC	4	Divided	Urban	D	1,467	1.00%	NB/EB SB/WB	877 839	D D	0.60 0.57	886 847	D D	0.60 0.58
Tall Trees Ln to Laurel Manor Dr	33000002	10	SC	4	Divided	Urban	D	1,467	1.00%	NB/EB SB/WB	839 872	D D	0.57 0.59	847 881	D D	0.58 0.60
Laurel Manor Dr to CR 466	33000003	283	SC	4	Divided	Urban	D	1,467	1.00%	NB/EB SB/WB	833 763	D D	0.57 0.52	841 771	D D	0.57 0.53
CR 466 to Saddlebrook Ln	50000101	149	SC	4	Divided	Urban	D	1,467	1.00%	NB/EB SB/WB	983 940	D D	0.67 0.64	993 949	D D	0.68 0.65
Saddlebrook Ln to El Camino Real	50000102	352	SC	4	Divided	Urban	D	1,467	1.00%	NB/EB SB/WB	967 970	D D	0.66 0.66	977 980	D D	0.67 0.67
CR 44A																
SR 44(W) to CR 213	35281102	8	SC	2	Undivided	Urban	D	1,190	1.00%	NB/EB SB/WB	73 36	B B	0.06 0.03	74 36	B B	0.06 0.03
CR 462																
CR 229 to CR 223	3542120	356	SC	2	Undivided	Urban	D	1,190	1.00%	NB/EB SB/WB	93 32	B B	0.08 0.03	94 32	B B	0.08 0.03
CR 223 to CR 209	3542130	13	SC	2	Undivided	Urban	D	1,190	1.00%	NB/EB SB/WB	190 111	B B	0.16 0.09	192 112	B B	0.16 0.09
CR 209 to US 301/SR 35	3542150	14	SC	2	Undivided	Urban	D	1,190	1.00%	NB/EB SB/WB	195 64	B B	0.16 0.05	197 65	B B	0.17 0.05
US 301/ SR 35 to CR 131	3541110	15	SC	2	Undivided	Urban	F	1,640	1.21%	NB/EB SB/WB	424 455	B B	0.26 0.28	429 461	B B	0.26 0.28
CR 131 to CR 121	35411101	15	SC	2	Undivided	Urban	F	1,640	1.21%	NB/EB SB/WB	424 455	B B	0.26 0.28	429 461	B B	0.26 0.28
CR 121 to CR 134	35411102	17	SC	2	Undivided	Urban	F	1,640	1.00%	NB/EB SB/WB	456 646	B C	0.28 0.39	461 652	B C	0.28 0.40
CR 134 to CR 466A	35411103	17	SC	2	Undivided	Urban	F	1,640	1.00%	NB/EB SB/WB	456 646	B C	0.28 0.39	461 652	B C	0.28 0.40
CR 466																
CR 209 to US 301/SR 35	3537130	20	SC	2	Divided	Urban	D	713	1.00%	NB/EB SB/WB	394 241	D C	0.55 0.34	398 243	D C	0.56 0.34
US 301/ SR 35 to CR 105	3537140	22	SC	4	Divided	Urban	D	1,800	1.00%	NB/EB SB/WB	1,078 1,019	C C	0.60 0.57	1,089 1,029	C C	0.60 0.57
CR 105 to CR 103	35371401	25	SC	4	Divided	Urban	D	1,800	1.00%	NB/EB SB/WB	911 745	C C	0.51 0.41	920 752	C C	0.51 0.42
CR 103 to CR 101	3537150	28	SC	4	Divided	Urban	D	1,800	1.00%	NB/EB SB/WB	1,034 1,190	C C	0.57 0.66	1,044 1,202	C C	0.58 0.67
CR 101 to Buena Vista Blvd	3537180	31	SC	4	Divided	Urban	D	1,800	1.00%	NB/EB SB/WB	1,135 1,295	C C	0.63 0.72	1,146 1,308	C C	0.64 0.73
Buena Vista Blvd to Morse Blvd	3537160	34	SC	4	Divided	Urban	D	1,800	1.00%	NB/EB SB/WB	939 1,031	C C	0.52 0.57	948 1,041	C C	0.53 0.58
Morse Blvd to CR 100/ Lake County Line	3537170	37	SC	4	Divided	Urban	D	1,800	1.00%	NB/EB SB/WB	1,156 1,078	C C	0.64 0.60	1,168 1,089	C C	0.65 0.60
CR 466A																
US 301/SR 35 to CR 462/Powell Rd	3533100	40	SC	2	Divided	Urban	D	825	1.00%	NB/EB SB/WB	471 460	D D	0.57 0.56	476 465	D D	0.58 0.56
CR 462/Powell Rd to C-133 (NE 57th Dr)	35331101	41	SC	4	Divided	Urban	D	1,900	1.00%	NB/EB SB/WB	1,078 1,121	C C	0.57 0.59	1,089 1,132	C C	0.57 0.60
C-133 (NE 57th Dr) to Buena Vista Blvd	35331102	43	SC	4	Divided	Urban	D	1,900	1.19%	NB/EB SB/WB	1,215 1,314	C C	0.64 0.69	1,229 1,330	C C	0.65 0.70
Buena Vista Blvd to Canal St	35331103	46	SC	4	Divided	Urban	D	1,900	1.00%	NB/EB SB/WB	820 912	C C	0.43 0.48	828 921	C C	0.44 0.48
Canal St to Morse Blvd	35331104	46	SC	4	Divided	Urban	D	1,900	1.00%	NB/EB SB/WB	820 912	C C	0.43 0.48	828 921	C C	0.44 0.48
CR 472																
US 301/SR 35 to CR 117	3543100	66	SC	2	Undivided	Urban	D	713	1.00%	NB/EB SB/WB	400 137	D C	0.56 0.19	404 138	D C	0.57 0.19
CR 117 to Lynn Haven Ln	35431101	800	SC	2	Undivided	Urban	D	713	1.00%	NB/EB SB/WB	467 211	D C	0.65 0.30	472 213	D C	0.66 0.30
Lynn Haven Ln to Buena Vista Blvd	35431102	67	SC	2	Undivided	Urban	D	675	1.00%	NB/EB SB/WB	473 143	D C	0.70 0.21	478 144	D C	0.71 0.21

Table 1
Existing Roadway Segment Capacity Analysis – AM Peak Hour (Continued)

Roadway Segment	Seg ID	Station ID	Count Source	# of Lns	Median Type	Area Type	LOS Std	PH Dir Cap	AGR %	Dir	2020 Conditions			Existing Conditions		
											Vol	LOS	V/C	Vol	LOS	V/C
CR 209																
CR 232 to CR 462 E	5080	--	TMC	2	Undivided	Urban	D	525	1.00%	NB/EB SB/WB	--	--	--	19 **	C	0.04
CR 462 E to CR 216	3248105	--	TMC	2	Undivided	Urban	D	616	1.00%	NB/EB SB/WB	--	--	--	54 **	C	0.09
CR 216 to CR 466	3248102	--	TMC	2	Undivided	Urban	D	525	1.00%	NB/EB SB/WB	--	--	--	54 **	C	0.10
CR 221																
CR 44A to CR 462 E	--	--	TMC	2	Undivided	Urban	D	675	1.00%	NB/EB SB/WB	--	--	--	46 **	C	0.07
CR 229																
CR 462 to CR 466	3245110	--	TMC	2	Undivided	Urban	D	1,190	1.00%	NB/EB SB/WB	--	--	--	135 ***	B	0.11
CR 232																
CR 221 to US 301/SR 35	--	--	TMC	2	Undivided	Urban	D	675	1.00%	NB/EB SB/WB	--	--	--	10 **	C	0.01
Morse Blvd N																
CR 466A to Odell Cir (S)	59999951	182	SC	4	Divided	Urban	D	1,467	1.00%	NB/EB SB/WB	1,061 1,117	D D	0.72 0.76	1,072 1,128	D D	0.73 0.77
Odell Cir (S) to Bonita Blvd	59999952	176	SC	4	Divided	Urban	D	1,467	1.00%	NB/EB SB/WB	672 671	D D	0.46 0.46	679 678	D D	0.46 0.46
Bonita Blvd to Odell Cir (N)	59999953	170	SC	4	Divided	Urban	D	1,467	1.00%	NB/EB SB/WB	566 564	C C	0.39 0.38	572 570	C C	0.39 0.39
Odell Cir (N) to Stillwater Tr	59999954	164	SC	4	Divided	Urban	D	1,467	1.00%	NB/EB SB/WB	737 715	D D	0.50 0.49	744 722	D D	0.51 0.49
Stillwater Tr to CR 466	59999955	158	SC	4	Divided	Urban	D	1,467	1.00%	NB/EB SB/WB	1,262 1,257	D D	0.86 0.86	1,275 1,270	D D	0.87 0.87
US 301/SR 35																
CR 514 to CR 468 (Warm Springs Avenue)	3253200	180041	FDOT	2	Undivided	Urban	D	704	1.00%	NB/EB SB/WB	331 * 323 *	C C	0.47 0.46	334 326	C C	0.47 0.46
CR 468 (Warm Springs Avenue) to SR 91/FL's Turnpike	3253210	180077	FDOT	2	Undivided	Urban	D	1,200	1.67%	NB/EB SB/WB	670 * 638 *	C C	0.56 0.53	681 649	C C	0.57 0.54
SR 91/FL's Turnpike to CR 156 (Clay Drain Rd)	3253220	180001	FDOT	2	Divided	Urban	D	1,250	1.00%	NB/EB SB/WB	186 * 194 *	B B	0.15 0.16	188 196	B B	0.15 0.16
CR 156 (Clay Drain Rd) to SR 44	3253230	180001	FDOT	4	Divided	Urban	D	2,100	1.00%	NB/EB SB/WB	186 * 194 *	B B	0.09 0.09	188 196	B B	0.09 0.09
SR 44 to CR 44A	3253240	185016	FDOT	4	Divided	Urban	D	2,000	1.00%	NB/EB SB/WB	795 * 816 *	C C	0.40 0.41	803 824	C C	0.40 0.41
CR 44A to CR 466A (Cleveland Ave)	3253250	180026	FDOT	4	Divided	Urban	D	1,630	1.00%	NB/EB SB/WB	842 * 842 *	D D	0.52 0.52	850 850	D D	0.52 0.52
CR 466A (Cleveland Ave) to CR 462 (S)	32532601	185008	FDOT	4	Divided	Urban	D	2,000	1.02%	NB/EB SB/WB	956 * 956 *	C C	0.48 0.48	966 966	C C	0.48 0.48
CR 462 (S) to CR 462 (N)	3253270	180002	FDOT	4	Divided	Urban	D	2,000	1.17%	NB/EB SB/WB	995 * 956 *	C C	0.50 0.48	1,006 967	C C	0.50 0.48
CR 462 (N) to CR 222	3253280	180002	FDOT	4	Divided	Urban	D	2,000	1.17%	NB/EB SB/WB	995 * 956 *	C C	0.50 0.48	1,006 967	C C	0.50 0.48
CR 222 to CR 472	3253290	180206	FDOT	4	Divided	Urban	D	2,000	1.00%	NB/EB SB/WB	879 * 1,114 *	C C	0.44 0.56	888 1,125	C C	0.44 0.56
CR 472 to CR 466	32533001	180210	FDOT	4	Divided	Urban	D	2,000	1.45%	NB/EB SB/WB	1,109 * 1,224 *	C C	0.55 0.61	1,125 1,242	C C	0.56 0.62

Source: 2014/2015 Sumter County Transportation Management System (TMS) Report, Sumter County 2020 Annual Traffic Counts, and Sumter County 2019 CMP Database

*Peak hour directional volumes were obtained from FDOT 2020 Historical AADT Reports (15% reduction applied) or Synopsis Reports

**Peak hour directional volumes were obtained from PM peak hour turning movement counts collected by TMC in 2021

***Peak hour directional volumes were obtained from 24-hour counts collected by TMC in 2021

Table 2
Existing Roadway Segment Capacity Analysis – PM Peak Hour

Roadway Segment	Seg ID	Station ID	Count Source	# of Lns	Median Type	Area Type	LOS Std	PH Dir Cap	AGR %	Dir	2020 Conditions			Existing Conditions		
											Vol	LOS	V/C	Vol	LOS	V/C
Buena Vista Blvd																
CR 466A to St Charles Pl	6000005	314	SC	4	Divided	Urban	D	1,467	1.00%	NB/EB SB/WB	1,061 956	D D	0.72 0.65	1,072 966	D D	0.73 0.66
St Charles Pl to Odell Cir S End	60000051	311	SC	4	Divided	Urban	D	1,467	1.00%	NB/EB SB/WB	729 716	D D	0.50 0.49	736 723	D D	0.50 0.49
Odell Cir S End to Bonita Blvd	60000052	308	SC	4	Divided	Urban	D	1,467	1.00%	NB/EB SB/WB	570 586	C C	0.39 0.40	576 592	C C	0.39 0.40
Bonita Blvd to Odell Cir N End	60000053	305	SC	4	Divided	Urban	D	1,467	1.00%	NB/EB SB/WB	637 702	C D	0.43 0.48	643 709	C D	0.44 0.48
Odell Cir N End to Stillwater Tr	60000054	302	SC	4	Divided	Urban	D	1,467	1.00%	NB/EB SB/WB	1,025 1,116	D D	0.70 0.76	1,035 1,127	D D	0.71 0.77
Stillwater Tr to Ternberry Forest Dr	60000055	299	SC	4	Divided	Urban	D	1,467	1.00%	NB/EB SB/WB	833 936	D D	0.57 0.64	841 945	D D	0.57 0.64
Ternberry Forest Dr to CR 472 (Rainey Tr)	60000056	295	SC	4	Divided	Urban	D	1,467	1.00%	NB/EB SB/WB	978 1,026	D D	0.67 0.70	988 1,036	D D	0.67 0.71
CR 472 (Rainey Tr) to Belvedere Blvd	3300000	292	SC	4	Divided	Urban	D	1,467	1.00%	NB/EB SB/WB	940 922	D D	0.64 0.63	949 931	D D	0.65 0.63
Belvedere Blvd to Tall Trees Ln	33000001	289	SC	4	Divided	Urban	D	1,467	1.00%	NB/EB SB/WB	941 895	D D	0.64 0.61	950 904	D D	0.65 0.62
Tall Trees Ln to Laurel Manor Dr	33000002	10	SC	4	Divided	Urban	D	1,467	1.00%	NB/EB SB/WB	878 851	D D	0.60 0.58	887 860	D D	0.60 0.59
Laurel Manor Dr to CR 466	33000003	283	SC	4	Divided	Urban	D	1,467	1.00%	NB/EB SB/WB	989 803	D D	0.67 0.55	999 811	D D	0.68 0.55
CR 466 to Saddlebrook Ln	50000101	149	SC	4	Divided	Urban	D	1,467	1.00%	NB/EB SB/WB	996 939	D D	0.68 0.64	1,006 948	D D	0.69 0.65
Saddlebrook Ln to El Camino Real	50000102	352	SC	4	Divided	Urban	D	1,467	1.00%	NB/EB SB/WB	990 920	D D	0.67 0.63	1,000 929	D D	0.68 0.63
CR 44A																
SR 44(W) to CR 213	35281102	8	SC	2	Undivided	Urban	D	1,190	1.00%	NB/EB SB/WB	68 106	B B	0.06 0.09	69 107	B B	0.06 0.09
CR 462																
CR 229 to CR 223	3542120	356	SC	2	Undivided	Urban	D	1,190	1.00%	NB/EB SB/WB	65 113	B B	0.05 0.09	66 114	B B	0.06 0.10
CR 223 to CR 209	3542130	13	SC	2	Undivided	Urban	D	1,190	1.00%	NB/EB SB/WB	120 210	B B	0.10 0.18	121 212	B B	0.10 0.18
CR 209 to US 301/SR 35	3542150	14	SC	2	Undivided	Urban	D	1,190	1.00%	NB/EB SB/WB	104 247	B B	0.09 0.21	105 249	B B	0.09 0.21
US 301/ SR 35 to CR 131	3541110	15	SC	2	Undivided	Urban	F	1,640	1.21%	NB/EB SB/WB	397 635	B C	0.24 0.39	402 643	B C	0.25 0.39
CR 131 to CR 121	35411101	15	SC	2	Undivided	Urban	F	1,640	1.21%	NB/EB SB/WB	397 635	B C	0.24 0.39	402 643	B C	0.25 0.39
CR 121 to CR 134	35411102	17	SC	2	Undivided	Urban	F	1,640	1.00%	NB/EB SB/WB	644 495	C B	0.39 0.30	650 500	C B	0.40 0.30
CR 134 to CR 466A	35411103	17	SC	2	Undivided	Urban	F	1,640	1.00%	NB/EB SB/WB	644 495	C B	0.39 0.30	650 500	C B	0.40 0.30
CR 466																
CR 209 to US 301/SR 35	3537130	20	SC	2	Divided	Urban	D	713	1.00%	NB/EB SB/WB	282 484	C D	0.40 0.68	285 489	C D	0.40 0.69
US 301/ SR 35 to CR 105	3537140	22	SC	4	Divided	Urban	D	1,800	1.00%	NB/EB SB/WB	1,067 1,299	C C	0.59 0.72	1,078 1,312	C C	0.60 0.73
CR 105 to CR 103	35371401	25	SC	4	Divided	Urban	D	1,800	1.00%	NB/EB SB/WB	848 1,000	C C	0.47 0.56	856 1,010	C C	0.48 0.56
CR 103 to CR 101	3537150	28	SC	4	Divided	Urban	D	1,800	1.00%	NB/EB SB/WB	1,099 1,257	C C	0.61 0.70	1,110 1,270	C C	0.62 0.71
CR 101 to Buena Vista Blvd	3537180	31	SC	4	Divided	Urban	D	1,800	1.00%	NB/EB SB/WB	1,248 1,434	C C	0.69 0.80	1,260 1,448	C C	0.70 0.80
Buena Vista Blvd to Morse Blvd	3537160	34	SC	4	Divided	Urban	D	1,800	1.00%	NB/EB SB/WB	992 1,138	C C	0.55 0.63	1,002 1,149	C C	0.56 0.64
Morse Blvd to CR 100/ Lake County Line	3537170	37	SC	4	Divided	Urban	D	1,800	1.00%	NB/EB SB/WB	1,200 1,027	C C	0.67 0.57	1,212 1,037	C C	0.67 0.58
CR 466A																
US 301/SR 35 to CR 462/Powell Rd	3533100	40	SC	2	Divided	Urban	D	825	1.00%	NB/EB SB/WB	479 495	D D	0.58 0.60	484 500	D D	0.59 0.61
CR 462/Powell Rd to C-133 (NE 57th Dr)	35331101	41	SC	4	Divided	Urban	D	1,900	1.00%	NB/EB SB/WB	1,071 1,129	C C	0.56 0.59	1,082 1,140	C C	0.57 0.60
C-133 (NE 57th Dr) to Buena Vista Blvd	35331102	43	SC	4	Divided	Urban	D	1,900	1.19%	NB/EB SB/WB	1,222 1,285	C C	0.64 0.68	1,237 1,300	C C	0.65 0.68
Buena Vista Blvd to Canal St	35331103	46	SC	4	Divided	Urban	D	1,900	1.00%	NB/EB SB/WB	806 917	C C	0.42 0.48	814 926	C C	0.43 0.49
Canal St to Morse Blvd	35331104	46	SC	4	Divided	Urban	D	1,900	1.00%	NB/EB SB/WB	806 917	C C	0.42 0.48	814 926	C C	0.43 0.49
CR 472																
US 301/SR 35 to CR 117	3543100	66	SC	2	Undivided	Urban	D	713	1.00%	NB/EB SB/WB	276 200	C C	0.39 0.28	279 202	C C	0.39 0.28
CR 117 to Lynn Haven Ln	35431101	800	SC	2	Undivided	Urban	D	713	1.00%	NB/EB SB/WB	271 372	C D	0.38 0.52	274 376	C D	0.38 0.53
Lynn Haven Ln to Buena Vista Blvd	35431102	67	SC	2	Undivided	Urban	D	675	1.00%	NB/EB SB/WB	329 267	C C	0.49 0.40	332 270	C C	0.49 0.40

Table 2
Existing Roadway Segment Capacity Analysis – PM Peak Hour (Continued)

Roadway Segment	Seg ID	Station ID	Count Source	# of Lns	Median Type	Area Type	LOS Std	PH Dir Cap	AGR %	Dir	2020 Conditions			Existing Conditions		
											Vol	LOS	V/C	Vol	LOS	V/C
CR 209																
CR 232 to CR 462 E	5080	--	TMC	2	Undivided	Urban	D	525	1.00%	NB/EB SB/WB	-- --	-- --	-- --	36 ** 23 **	C C	0.07 0.04
CR 462 E to CR 216	3248105	--	TMC	2	Undivided	Urban	D	616	1.00%	NB/EB SB/WB	-- --	-- --	-- --	89 ** 41 **	C C	0.14 0.07
CR 216 to CR 466	3248102	--	TMC	2	Undivided	Urban	D	525	1.00%	NB/EB SB/WB	-- --	-- --	-- --	89 ** 41 **	C C	0.17 0.08
CR 221																
CR 44A to CR 462 E	--	--	TMC	2	Undivided	Urban	D	675	1.00%	NB/EB SB/WB	-- --	-- --	-- --	64 ** 69 **	C C	0.10 0.10
CR 229																
CR 462 to CR 466	3245110	--	TMC	2	Undivided	Urban	D	1,190	1.00%	NB/EB SB/WB	-- --	-- --	-- --	154 *** 114 ***	B B	0.13 0.10
CR 232																
CR 221 to US 301/SR 35	--	--	TMC	2	Undivided	Urban	D	675	1.00%	NB/EB SB/WB	-- --	-- --	-- --	11 ** 12 **	C C	0.02 0.02
Morse Blvd N																
CR 466A to Odell Cir (S)	59999951	182	SC	4	Divided	Urban	D	1,467	1.00%	NB/EB SB/WB	1,086 1,054	D D	0.74 0.72	1,097 1,065	D D	0.75 0.73
Odell Cir (S) to Bonita Blvd	59999952	176	SC	4	Divided	Urban	D	1,467	1.00%	NB/EB SB/WB	673 685	D D	0.46 0.47	680 692	D D	0.46 0.47
Bonita Blvd to Odell Cir (N)	59999953	170	SC	4	Divided	Urban	D	1,467	1.00%	NB/EB SB/WB	562 565	C C	0.38 0.39	568 571	C C	0.39 0.39
Odell Cir (N) to Stillwater Tr	59999954	164	SC	4	Divided	Urban	D	1,467	1.00%	NB/EB SB/WB	707 701	D D	0.48 0.48	714 708	D D	0.49 0.48
Stillwater Tr to CR 466	59999955	158	SC	4	Divided	Urban	D	1,467	1.00%	NB/EB SB/WB	1,224 1,262	D D	0.83 0.86	1,236 1,275	D D	0.84 0.87
US 301/SR 35																
CR 514 to CR 468 (Warm Springs Avenue)	3253200	180041	FDOT	2	Undivided	Urban	D	704	1.00%	NB/EB SB/WB	380 * 390 *	C C	0.54 0.55	384 393	C C	0.55 0.56
CR 468 (Warm Springs Avenue) to SR 91/FL's Turnpike	3253210	180077	FDOT	2	Undivided	Urban	D	1,200	1.67%	NB/EB SB/WB	751 * 789 *	C C	0.63 0.66	763 802	C C	0.64 0.67
SR 91/FL's Turnpike to CR 156 (Clay Drain Rd)	3253220	180001	FDOT	2	Divided	Urban	D	1,250	1.00%	NB/EB SB/WB	228 * 219 *	B B	0.18 0.17	230 221	B B	0.18 0.18
CR 156 (Clay Drain Rd) to SR 44	3253230	180001	FDOT	4	Divided	Urban	D	2,100	1.00%	NB/EB SB/WB	228 * 219 *	B B	0.11 0.10	230 221	B B	0.11 0.11
SR 44 to CR 44A	3253240	185016	FDOT	4	Divided	Urban	D	2,000	1.00%	NB/EB SB/WB	1,004 * 919 *	C C	0.50 0.46	1,014 928	C C	0.51 0.46
CR 44A to CR 466A (Cleveland Ave)	3253250	180026	FDOT	4	Divided	Urban	D	1,630	1.00%	NB/EB SB/WB	990 * 990 *	D D	0.61 0.61	1,000 1,000	D D	0.61 0.61
CR 466A (Cleveland Ave) to CR 462 (S)	32532601	185008	FDOT	4	Divided	Urban	D	2,000	1.02%	NB/EB SB/WB	1,125 * 1,125 *	C C	0.56 0.56	1,136 1,136	C C	0.57 0.57
CR 462 (S) to CR 462 (N)	3253270	180002	FDOT	4	Divided	Urban	D	2,000	1.17%	NB/EB SB/WB	1,125 * 1,170 *	C C	0.56 0.59	1,138 1,184	C C	0.57 0.59
CR 462 (N) to CR 222	3253280	180002	FDOT	4	Divided	Urban	D	2,000	1.17%	NB/EB SB/WB	1,125 * 1,170 *	C C	0.56 0.59	1,138 1,184	C C	0.57 0.59
CR 222 to CR 472	3253290	180206	FDOT	4	Divided	Urban	D	2,000	1.00%	NB/EB SB/WB	1,251 * 944 *	C C	0.63 0.47	1,264 953	C C	0.63 0.48
CR 472 to CR 466	32533001	180210	FDOT	4	Divided	Urban	D	2,000	1.45%	NB/EB SB/WB	1,440 * 1,305 *	C C	0.72 0.65	1,461 1,324	C C	0.73 0.66

Source: 2014/2015 Sumter County Transportation Management System (TMS) Report, Sumter County 2020 Annual Traffic Counts, and Sumter County 2019 CMP Database

*Peak hour directional volumes were obtained from FDOT 2020 Historical AADT Reports or Synopsis Reports

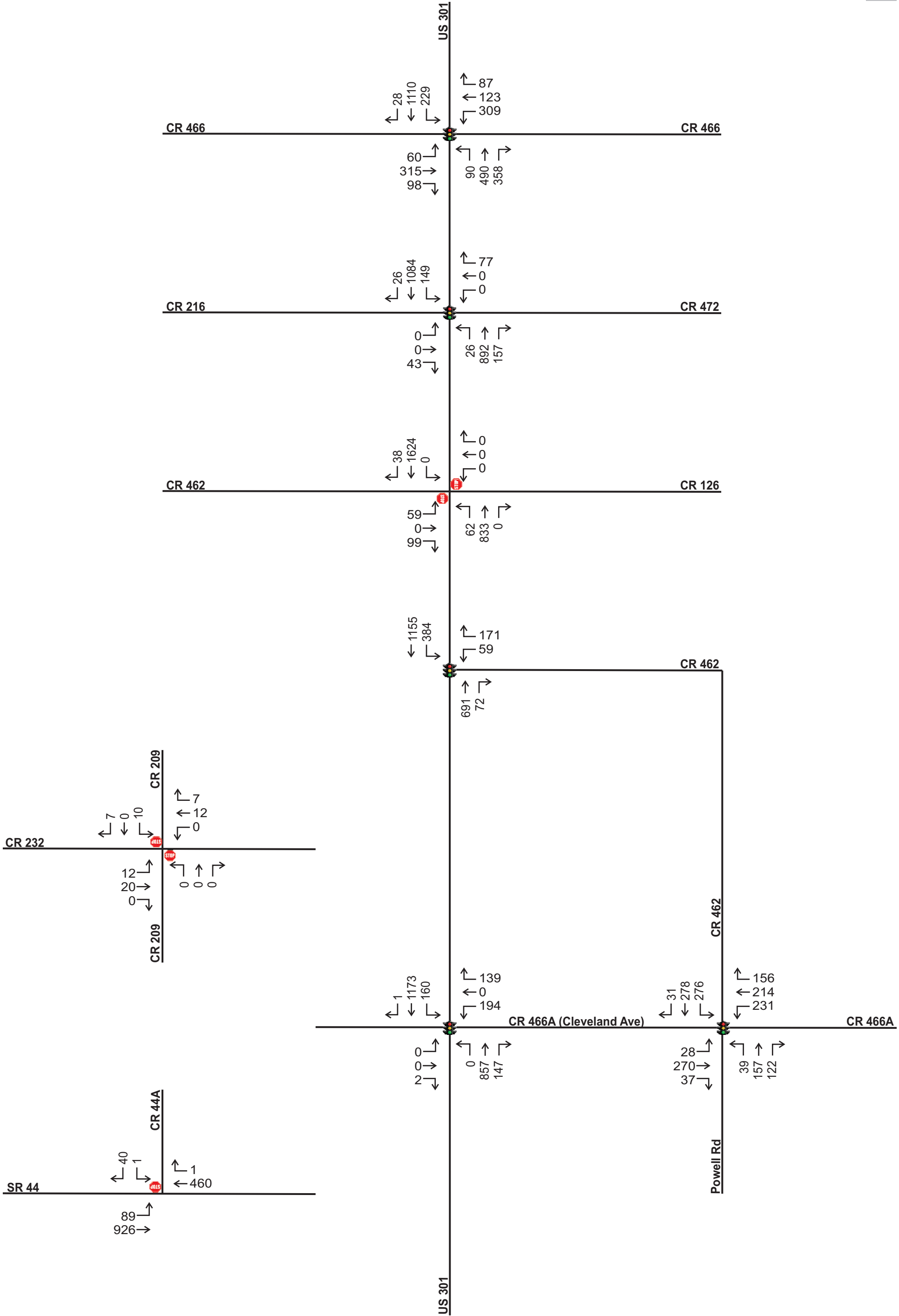
**Peak hour directional volumes were obtained from PM peak hour turning movement counts collected by TMC in 2021

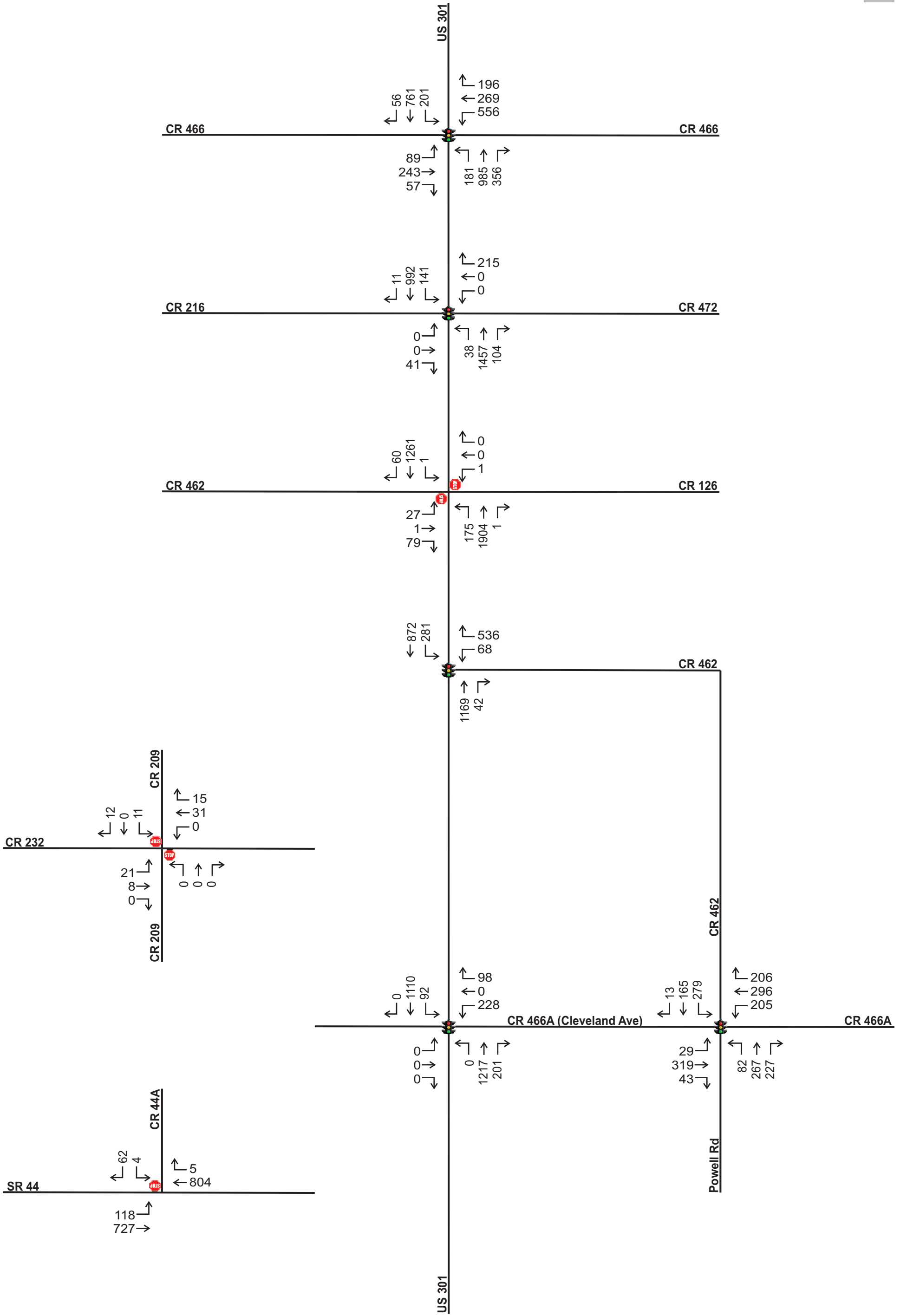
***Peak hour directional volumes were obtained from 24-hour counts collected by TMC in 2021

The existing conditions analysis indicates that all the study roadway segments currently operate within the adopted LOS during the AM and PM peak hours.

2.2 Intersection Capacity Analysis

An intersection capacity analysis was conducted using *Synchro* software and methods of the *Highway Capacity Manual, 6th Edition (HCM)*. The analysis was performed using existing intersection geometry, existing intersection control, and turning movement volumes during the AM and PM peak hours. Existing intersection turning movement counts were collected by TMC on July 22, July 27, and August 31, 2021. Traffic counts taken during the off-peak season were adjusted using appropriate seasonal factors obtained from FDOT *2019 Peak Season Factor Category Report* for Sumter County. The raw turning movement counts, and the *2019 Peak Season Factor Category Report* used in the analysis are included in **Appendix F**. The existing AM and PM peak hour intersection volumes are displayed in **Figure 2** and **Figure 3**, respectively.





A summary of the intersection capacity analysis is shown in **Table 3**. Detailed *HCM* analysis worksheets and signal timing sheets are included in **Appendix G**. The unsignalized intersection of US 301 and CR 462/CR 126 currently experiences high delay on the stop-controlled eastbound and westbound approaches. The remaining study intersections currently operate at an adequate overall LOS.

Table 3
Existing Intersection Capacity Analysis

Intersection	Traffic Control	Time Period	EB		WB		NB		SB		Overall	
			Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS
US 301 & CR 466	Signal	AM	53.9	D	60.8	E	39.4	D	42.4	D	46.1	D
		PM	56.1	E	169.4	F	42.5	D	38.8	D	76.5	E
US 301 & CR 472/CR 216	Signal	AM	25.3	C	28.4	C	14.4	B	11.7	B	13.5	B
		PM	31.8	C	41.1	D	23.4	C	13.3	B	20.6	C
US 301 & CR 462/CR 126	TWSC	AM	278.7	F	0.0	A	17.4	C	0.0	A	--	--
		PM	106.8	F	217.1	F	16.8	C	17.8	C	--	--
US 301 & CR 462	Signal	AM	N/A	N/A	21.8	C	13.6	B	12.2	B	13.2	B
		PM	N/A	N/A	78.9	E	19.2	B	24.8	C	29.1	C
CR 209 & CR 232	TWSC	AM	7.3	A	0.0	A	0.0	A	8.8	A	--	--
		PM	7.4	A	0.0	A	0.0	A	9.0	A	--	--
US 301 & CR 466A (Cleveland Ave)	Signal	AM	22.2	C	26.3	C	17.9	B	10.7	B	15.1	B
		PM	0.0	A	37.5	D	17.9	B	9.1	A	16.0	B
CR 466A & CR 139/CR 462	Signal	AM	30.4	C	25.1	C	18.7	B	15.8	B	22.0	C
		PM	31.5	C	25.7	C	21.4	C	17.4	B	23.8	C
SR 44 & CR 44A	TWSC	AM	8.7	A	0.0	A	N/A	N/A	10.6	B	--	--
		PM	10.5	B	0.0	A	N/A	N/A	14.8	B	--	--

TWSC: Two-Way Stop Control. Worst movement delay reported at TWSC intersections

N/A: Movements not applicable

"--" Delay and/or LOS not established. Delay expressed in seconds/vehicle

3.0 PROJECT TRAFFIC

3.1 Trip Generation

A trip generation analysis was performed for the proposed development using the Institute of Transportation Engineers (ITE) *Trip Generation Manual, 10th Edition*. Pass-by rates were based on Sumter County TIA Guidelines, which are limited to 20%. Internal Capture was calculated based on ITE *Trip Generation Manual, 3rd Edition*. The resulting trip generation analysis is summarized in **Table 4**. ITE information sheets and internal capture calculation spreadsheets are provided in **Appendix H**.

Table 4
Trip Generation Analysis

ITE Code	Land Use	Size	Daily		AM Peak Hour				PM Peak Hour			
			Rate	Trips	Rate	Total	Enter	Exit	Rate	Total	Enter	Exit
210	Single Family Residential (Detached)	736 DU	8.86	6,521	0.72	530	133	397	0.94	692	436	256
220	Multi-Family Residential (Townhouses)	224 DU	7.38	1,653	0.46	103	24	79	0.54	121	76	45
221	Multi-Family Residential (Apartments)	300 DU	5.44	1,632	0.36	108	28	80	0.44	132	81	51
820	Retail/Commercial	162,000 KSF	51.52	8,346	0.94	152	94	58	4.79	776	372	404
<i>Total Trip Generation</i>				18,152		893	279	614		1,721	965	756
<i>Internal Capture (12% Daily; 3.5% AM; 12% PM)</i>				1,177		26	6	19		113	71	42
<i>Pass-by Retail (20%)</i>				1,469		29	18	11		137	65	71
Net New External Trips				15,506		838	254	583		1,471	828	643

Source: Trip generation analysis is based on ITE Trip Generation Manual, 10th Edition

ITE regression equations are used when R-squared is greater than 0.75 or number of studies ≥20

Internal Capture was calculated based on ITE Trip Generation Manual, 3rd Edition and provided in the Attachments

Daily internal capture was based on the average for AM (3.5%) and PM (20.5%) calculated values. PM internal capture was limited to 12%

Pass-by rates are based on Sumter County TIA Guidelines (Max 20%)

The proposed development is projected to generate 15,506 daily external trips, of which 838 trips occur during the AM peak hour and 1,471 trips occur during the PM peak hour.

3.2 Trip Distribution

A trip distribution pattern was initially estimated using the recently adopted *Central Florida Regional Planning Model (CFRPM) Version 7.0*. However, most of Twisted Oaks Pointe's residents are expected to work at The Villages due to its proximity to the project. Therefore, the model distribution was manually adjusted based on local knowledge, professional engineering judgement, and the location of Twisted Oaks Pointe with respect to The Villages to accurately reflect prevailing travel patterns in the vicinity of the site and the surrounding transportation network. The adjusted trip distribution is presented in **Figure 4**, and the raw model plots are included in **Appendix I**.

4.0 PROJECTED CONDITIONS ANALYSIS

An analysis of projected conditions was conducted to determine the impact of the proposed mixed-use development on the study roadway segments, the study intersections, and the proposed site access driveways. The project buildout year for the analysis is 2027.

4.1 Planned and Programmed Improvements

Lake-Sumter Metropolitan Planning Organization (LSMPO) 2045 Long Range Transportation Plan and *LSMPO Transportation Improvement Program (TIP)* were reviewed. No funded roadway or intersection improvements were identified in the published information within the study area.

4.2 Roadway Segment Capacity Analysis

Projected traffic on the study roadway segments is composed of background traffic and the project-generated trips. Background traffic is a combination of traffic growth at the project buildout and vested trips. Traffic growth at the project buildout was estimated based on annual growth rates derived from historical AADT available on the FTO database or 2020 *Sumter County Annual Traffic Counts*. A minimum of 1% annual growth rate was applied to roadway segments for which minimal or no growth was detected.

Vested trips are those generated by seven (7) approved developments within the study area, provided by Sumter County. These developments include Turkey Run, Triumph South, Oxford Crossings, Parkview at Brownwood, Wildwood Residential, Wildwood Cottages, and Villas at Wildwood. Relevant vested trip data used in the analysis is provided in **Appendix J**.

The project trips were assigned to the study roadway segments based on the project's trip generation and trip distribution pattern. Projected roadway conditions were analyzed by comparing the projected traffic volumes on the study roadway segments to their capacities and service volumes. **Table 5** and **Table 6** summarize the projected roadway segment capacity analysis under the projected conditions for the AM and PM peak hours, respectively.

Table 5
Projected Roadway Segment Capacity Analysis - AM Peak Hour

Roadway Segment	# of Lns	LOS Std	PH Dir Cap	AGR %	Dir	Vested Trips	2027 Backg'd			Project		Projected Conditions			
							Vol	LOS	V/C	Dist	Trips	Vol	LOS	V/C	
Buena Vista Blvd															
CR 466A to St Charles Pl	4	D	1,467	1.00%	NB/EB SB/WB	11 10	1,259 1,008	D D	0.86 0.69	20%	117 51	1,376 1,059	D D	0.94 0.72	
St Charles Pl to Odell Cir S End	4	D	1,467	1.00%	NB/EB SB/WB	0 0	776 755	D D	0.53 0.51	20%	117 51	893 806	D D	0.61 0.55	
Odell Cir S End to Bonita Blvd	4	D	1,467	1.00%	NB/EB SB/WB	0 0	679 592	D C	0.46 0.40	20%	117 51	796 643	D C	0.54 0.44	
Bonita Blvd to Odell Cir N End	4	D	1,467	1.00%	NB/EB SB/WB	0 0	713 758	D D	0.49 0.52	15%	88 38	801 796	D D	0.55 0.54	
Odell Cir N End to Stillwater Tr	4	D	1,467	1.00%	NB/EB SB/WB	0 0	1,112 1,258	D D	0.76 0.86	10%	58 25	1,170 1,283	D D	0.80 0.87	
Stillwater Tr to Ternberry Forest Dr	4	D	1,467	1.00%	NB/EB SB/WB	0 0	950 836	D D	0.65 0.57	5%	29 13	979 849	D D	0.67 0.58	
Ternberry Forest Dr to CR 472 (Rainey Tr)	4	D	1,467	1.00%	NB/EB SB/WB	0 0	1,013 1,119	D D	0.69 0.76	5%	29 13	1,042 1,132	D D	0.71 0.77	
CR 472 (Rainey Tr) to Belvedere Blvd	4	D	1,467	1.00%	NB/EB SB/WB	0 0	912 919	D D	0.62 0.63	15%	88 38	1,000 957	D D	0.68 0.65	
Belvedere Blvd to Tall Trees Ln	4	D	1,467	1.00%	NB/EB SB/WB	0 0	939 898	D D	0.64 0.61	15%	88 38	1,027 936	D D	0.70 0.64	
Tall Trees Ln to Laurel Manor Dr	4	D	1,467	1.00%	NB/EB SB/WB	0 0	898 934	D D	0.61 0.64	15%	88 38	986 972	D D	0.67 0.66	
Laurel Manor Dr to CR 466	4	D	1,467	1.00%	NB/EB SB/WB	0 0	892 817	D D	0.61 0.56	15%	88 38	980 855	D D	0.67 0.58	
CR 466 to Saddlebrook Ln	4	D	1,467	1.00%	NB/EB SB/WB	0 0	1,052 1,006	D D	0.72 0.69	10%	58 25	1,110 1,031	D D	0.76 0.70	
Saddlebrook Ln to El Camino Real	4	D	1,467	1.00%	NB/EB SB/WB	0 0	1,035 1,038	D D	0.71 0.71	10%	58 25	1,093 1,063	D D	0.75 0.72	
CR 44A															
SR 44(W) to CR 213	2	D	1,467	1.00%	NB/EB SB/WB	13 11	91 49	B B	0.06 0.03	5%	13 29	104 78	B B	0.07 0.05	
CR 462															
CR 229 to CR 223	2	D	1,190	1.00%	NB/EB SB/WB	0 0	100 34	B B	0.08 0.03	3%	8 18	108 52	B B	0.09 0.04	
CR 223 to CR 209	2	D	1,190	1.00%	NB/EB SB/WB	0 0	203 119	B B	0.17 0.10	5%	13 29	216 148	B B	0.18 0.12	
CR 209 to CR 462/ CR 462 (Realigned)	2	D	1,190	1.00%	NB/EB SB/WB	0 0	0 0	-- --	-- --	10%	25 58	217 * 177 *	B B	0.18 0.15	
CR 462/ CR 462 (Realigned) to Roundabout	2	D	825	1.00%	NB/EB SB/WB	0 0	0 0	-- --	-- --	5%	13 29	328 * 213 *	C C	0.40 0.26	
Roundabout to US 301/ SR 35	4	D	1,790	1.00%	NB/EB SB/WB	0 0	0 0	-- --	-- --	85%	496 216	729 * 402 *	C C	0.41 0.22	
US 301/ SR 35 to CR 131	2	F	1,640	1.21%	NB/EB SB/WB	33 47	493 541	B B	0.30 0.33	30%	175 76	668 617	C C	0.41 0.38	
CR 131 to CR 121	2	F	1,640	1.21%	NB/EB SB/WB	0 0	460 494	B B	0.28 0.30	30%	175 76	635 570	C B	0.39 0.35	
CR 121 to CR 134	2	F	1,640	1.00%	NB/EB SB/WB	8 28	496 720	B C	0.30 0.44	30%	175 76	671 796	C C	0.41 0.49	
CR 134 to CR 466A	2	F	1,640	1.00%	NB/EB SB/WB	193 139	682 831	C C	0.42 0.51	30%	175 76	857 907	C D	0.52 0.55	
CR 466															
CR 209 to US 301/SR 35	2	D	713	1.00%	NB/EB SB/WB	28 38	450 296	D C	0.63 0.41	5%	29 13	479 309	D C	0.67 0.43	
US 301/ SR 35 to CR 105	4	D	1,800	1.00%	NB/EB SB/WB	41 31	1,195 1,122	C C	0.66 0.62	10%	58 25	1,253 1,147	C C	0.70 0.64	
CR 105 to CR 103	4	D	1,800	1.00%	NB/EB SB/WB	0 0	975 798	C C	0.54 0.44	10%	58 25	1,033 823	C C	0.57 0.46	
CR 103 to CR 101	4	D	1,800	1.00%	NB/EB SB/WB	0 0	1,107 1,274	C C	0.62 0.71	10%	58 25	1,165 1,299	C C	0.65 0.72	
CR 101 to Buena Vista Blvd	4	D	1,800	1.00%	NB/EB SB/WB	0 0	1,215 1,386	C C	0.68 0.77	10%	58 25	1,273 1,411	C C	0.71 0.78	
Buena Vista Blvd to Morse Blvd	4	D	1,800	1.00%	NB/EB SB/WB	0 0	1,005 1,104	C C	0.56 0.61	15%	88 38	1,093 1,142	C C	0.61 0.63	
Morse Blvd to CR 100/ Lake County Line	4	D	1,800	1.00%	NB/EB SB/WB	0 0	1,238 1,154	C C	0.69 0.64	15%	88 38	1,326 1,192	C C	0.74 0.66	

Table 5
Projected Roadway Segment Capacity Analysis - AM Peak Hour (Continued)

Roadway Segment	# of Lns	LOS Std	PH Dir Cap	AGR %	Dir	Vested Trips	2027 Backg'd			Project		Projected Conditions			
							Vol	LOS	V/C	Dist	Trips	Vol	LOS	V/C	
CR 466A															
US 301/SR 35 to CR 462/Powell Rd	2	D	825	1.00%	NB/EB	102	606	D	0.73	15%	88	694	D	0.84	
					SB/WB	120	613	D	0.74		38	651	D	0.79	
CR 462/Powell Rd to C-133 (NE 57th Dr)	4	D	1,900	1.00%	NB/EB	103	1,257	C	0.66	40%	233	1,490	C	0.78	
					SB/WB	78	1,278	C	0.67		102	1,380	C	0.73	
C-133 (NE 57th Dr) to Buena Vista Blvd	4	D	1,900	1.19%	NB/EB	28	1,345	C	0.71	40%	233	1,578	C	0.83	
					SB/WB	28	1,452	C	0.76		102	1,554	C	0.82	
Buena Vista Blvd to Canal St	4	D	1,900	1.00%	NB/EB	13	891	C	0.47	20%	117	1,008	C	0.53	
					SB/WB	13	990	C	0.52		51	1,041	C	0.55	
Canal St to Morse Blvd	4	D	1,900	1.00%	NB/EB	0	878	C	0.46	20%	117	995	C	0.52	
					SB/WB	0	976	C	0.51		51	1,027	C	0.54	
CR 472															
US 301/SR 35 to CR 117	2	D	713	1.00%	NB/EB	20	449	D	0.63	20%	117	566	D	0.79	
					SB/WB	86	233	C	0.33		51	284	C	0.40	
CR 117 to Lynn Haven Ln	2	D	713	1.00%	NB/EB	0	500	D	0.70	20%	117	617	D	0.87	
					SB/WB	0	226	C	0.32		51	277	C	0.39	
Lynn Haven Ln to Buena Vista Blvd	2	D	675	1.00%	NB/EB	0	506	D	0.75	20%	117	623	D	0.92	
					SB/WB	0	153	C	0.23		51	204	C	0.30	
CR 209															
CR 232 to CR 462 E	2	D	525	1.00%	NB/EB	0	20	C	0.04	5%	29	49	C	0.09	
					SB/WB	0	18	C	0.03		13	31	C	0.06	
CR 462 E to CR 216	2	D	616	1.00%	NB/EB	0	58	C	0.09	5%	29	87	C	0.14	
					SB/WB	0	87	C	0.14		13	100	C	0.16	
CR 216 to CR 466	2	D	525	1.00%	NB/EB	0	58	C	0.11	5%	29	87	C	0.17	
					SB/WB	0	87	C	0.17		13	100	C	0.19	
CR 221															
CR 44A to CR 462 E	2	D	675	1.00%	NB/EB	0	48	C	0.07	5%	13	61	C	0.09	
					SB/WB	0	58	C	0.09		29	87	C	0.13	
CR 229															
CR 462 to CR 466	2	D	1,190	1.00%	NB/EB	0	143	B	0.12	5%	29	172	B	0.14	
					SB/WB	0	149	B	0.13		13	162	B	0.14	
CR 232															
CR 221 to US 301/SR 35	2	D	675	1.00%	NB/EB	0	11	C	0.02	5%	13	24	C	0.03	
					SB/WB	0	7	C	0.01		29	36	C	0.05	
Morse Blvd N															
CR 466A to Odell Cir (S)	4	D	1,467	1.00%	NB/EB	0	1,136	D	0.77	16%	93	1,229	D	0.84	
					SB/WB	0	1,196	D	0.82		41	1,237	D	0.84	
Odell Cir (S) to Bonita Blvd	4	D	1,467	1.00%	NB/EB	0	719	D	0.49	16%	93	812	D	0.55	
					SB/WB	0	718	D	0.49		41	759	D	0.52	
Bonita Blvd to Odell Cir (N)	4	D	1,467	1.00%	NB/EB	0	606	C	0.41	12%	70	676	D	0.46	
					SB/WB	0	604	C	0.41		31	635	C	0.43	
Odell Cir (N) to Stillwater Tr	4	D	1,467	1.00%	NB/EB	0	789	D	0.54	8%	47	836	D	0.57	
					SB/WB	0	765	D	0.52		20	785	D	0.54	
Stillwater Tr to CR 466	4	D	1,467	1.00%	NB/EB	0	1,351	D	0.92	2%	12	1,363	D	0.93	
					SB/WB	0	1,346	D	0.92		5	1,351	D	0.92	
US 301/SR 35															
CR 514 to CR 468 (Warm Springs Avenue)	2	D	704	1.00%	NB/EB	0	354	C	0.50	5%	13	367	C	0.52	
					SB/WB	0	346	C	0.49		29	375	C	0.53	
CR 468 (Warm Springs Avenue) to SR 91/FL's Turnpike	2	D	1,200	1.67%	NB/EB	0	750	C	0.62	5%	13	763	C	0.64	
					SB/WB	0	714	C	0.59		29	743	C	0.62	
SR 91/FL's Turnpike to CR 156 (Clay Drain Rd)	2	D	1,250	1.00%	NB/EB	0	199	B	0.16	5%	13	212	B	0.17	
					SB/WB	0	207	B	0.17		29	236	B	0.19	
CR 156 (Clay Drain Rd) to SR 44	4	D	2,100	1.00%	NB/EB	0	199	B	0.09	5%	13	212	B	0.10	
					SB/WB	0	207	B	0.10		29	236	B	0.11	
SR 44 to CR 44A	4	D	2,000	1.00%	NB/EB	4	855	C	0.43	10%	25	880	C	0.44	
					SB/WB	4	878	C	0.44		58	936	C	0.47	
CR 44A to CR 466A (Cleveland Ave)	4	D	1,630	1.00%	NB/EB	37	938	D	0.58	10%	25	963	D	0.59	
					SB/WB	59	960	D	0.59		58	1,018	D	0.62	
CR 466A (Cleveland Ave) to CR 462 (S)	4	D	2,000	1.02%	NB/EB	19	1,044	C	0.52	25%	64	1,108	C	0.55	
					SB/WB	15	1,041	C	0.52		146	1,187	C	0.59	
CR 462 (S) to CR 462 (N)	4	D	2,000	1.17%	NB/EB	8	1,085	C	0.54	30%	175	1,260	C	0.63	
					SB/WB	8	1,043	C	0.52		76	1,119	C	0.56	
CR 462 (N) to CR 222	4	D	2,000	1.17%	NB/EB	0	1,077	C	0.54	30%	175	1,252	C	0.63	
					SB/WB	0	1,035	C	0.52		76	1,111	C	0.56	
CR 222 to CR 472	4	D	2,000	1.00%	NB/EB	0	941	C	0.47	30%	175	1,116	C	0.56	
					SB/WB	0	1,193	C	0.60		76	1,269	C	0.63	
CR 472 to CR 466	4	D	2,000	1.45%	NB/EB	0	1,223	C	0.61	10%	58	1,281	C	0.64	
					SB/WB	0	1,350	C	0.67		25	1,375	C	0.69	

Source: 2014/2015 Sumter County Transportation Management System (TMS) Report, Sumter County 2020 Annual Traffic Counts, and Sumter County 2019 CMP Database
Background traffic includes vested trips from seven (7) committed developments as provided by Sumter County
*Projected directional volumes were obtained from projected turning movement counts at the project buildout

Table 6
Projected Roadway Segment Capacity Analysis - PM Peak Hour

Roadway Segment	# of Lns	LOS Std	PH Dir Cap	AGR %	Dir	Vested Trips	2027 Backg'd			Project		Projected Conditions		
							Vol	LOS	V/C	Dist	Trips	Vol	LOS	V/C
Buena Vista Blvd														
CR 466A to St Charles Pl	4	D	1,467	1.00%	NB/EB SB/WB	26 27	1,162 1,050	D D	0.79 0.72	20%	129 166	1,291 1,216	D D	0.88 0.83
St Charles Pl to Odell Cir S End	4	D	1,467	1.00%	NB/EB SB/WB	0 0	780 767	D D	0.53 0.52	20%	129 166	909 933	D D	0.62 0.64
Odell Cir S End to Bonita Blvd	4	D	1,467	1.00%	NB/EB SB/WB	0 0	610 627	C C	0.42 0.43	20%	129 166	739 793	D D	0.50 0.54
Bonita Blvd to Odell Cir N End	4	D	1,467	1.00%	NB/EB SB/WB	0 0	682 752	D D	0.46 0.51	15%	96 124	778 876	D D	0.53 0.60
Odell Cir N End to Stillwater Tr	4	D	1,467	1.00%	NB/EB SB/WB	0 0	1,097 1,195	D D	0.75 0.81	10%	64 83	1,161 1,278	D D	0.79 0.87
Stillwater Tr to Ternberry Forest Dr	4	D	1,467	1.00%	NB/EB SB/WB	0 0	892 1,002	D D	0.61 0.68	5%	32 41	924 1,043	D D	0.63 0.71
Ternberry Forest Dr to CR 472 (Rainey Tr)	4	D	1,467	1.00%	NB/EB SB/WB	0 0	1,047 1,098	D D	0.71 0.75	5%	32 41	1,079 1,139	D D	0.74 0.78
CR 472 (Rainey Tr) to Belvedere Blvd	4	D	1,467	1.00%	NB/EB SB/WB	0 0	1,006 987	D D	0.69 0.67	15%	96 124	1,102 1,111	D D	0.75 0.76
Belvedere Blvd to Tall Trees Ln	4	D	1,467	1.00%	NB/EB SB/WB	0 0	1,007 958	D D	0.69 0.65	15%	96 124	1,103 1,082	D D	0.75 0.74
Tall Trees Ln to Laurel Manor Dr	4	D	1,467	1.00%	NB/EB SB/WB	0 0	940 911	D D	0.64 0.62	15%	96 124	1,036 1,035	D D	0.71 0.71
Laurel Manor Dr to CR 466	4	D	1,467	1.00%	NB/EB SB/WB	0 0	1,059 860	D D	0.72 0.59	15%	96 124	1,155 984	D D	0.79 0.67
CR 466 to Saddlebrook Ln	4	D	1,467	1.00%	NB/EB SB/WB	0 0	1,066 1,005	D D	0.73 0.69	10%	64 83	1,130 1,088	D D	0.77 0.74
Saddlebrook Ln to El Camino Real	4	D	1,467	1.00%	NB/EB SB/WB	0 0	1,060 985	D D	0.72 0.67	10%	64 83	1,124 1,068	D D	0.77 0.73
CR 44A														
SR 44(W) to CR 213	2	D	1,467	1.00%	NB/EB SB/WB	22 25	95 138	B B	0.06 0.09	5%	41 32	136 170	B B	0.09 0.12
CR 462														
CR 229 to CR 223	2	D	1,190	1.00%	NB/EB SB/WB	0 0	70 121	B B	0.06 0.10	3%	25 19	95 140	B B	0.08 0.12
CR 223 to CR 209	2	D	1,190	1.00%	NB/EB SB/WB	0 0	128 225	B B	0.11 0.19	5%	41 32	169 257	B B	0.14 0.22
CR 209 to CR 462/ CR 462 (Realigned)	2	D	1,190	1.00%	NB/EB SB/WB	0 0	0 0	-- --	-- --	10%	83 64	261 * 359 *	B B	0.22 0.30
CR 462/ CR 462 (Realigned) to Roundabout	2	D	825	1.00%	NB/EB SB/WB	0 0	0 0	-- --	-- --	5%	41 32	474 * 532 *	D D	0.57 0.64
Roundabout to US 301/ SR 35	4	D	1,790	1.00%	NB/EB SB/WB	0 0	0 0	-- --	-- --	85%	546 704	866 * 1,144 *	D D	0.48 0.64
US 301/ SR 35 to CR 131	2	F	1,640	1.21%	NB/EB SB/WB	60 49	491 738	B C	0.30 0.45	30%	193 249	684 987	C D	0.42 0.60
CR 131 to CR 121	2	F	1,640	1.21%	NB/EB SB/WB	0 0	431 689	B C	0.26 0.42	30%	193 249	624 938	C D	0.38 0.57
CR 121 to CR 134	2	F	1,640	1.00%	NB/EB SB/WB	27 15	716 545	C B	0.44 0.33	30%	193 249	909 794	D C	0.55 0.48
CR 134 to CR 466A	2	F	1,640	1.00%	NB/EB SB/WB	247 330	936 860	D C	0.57 0.52	30%	193 249	1,129 1,109	D D	0.69 0.68
CR 466														
CR 209 to US 301/SR 35	2	D	713	1.00%	NB/EB SB/WB	54 40	356 558	D D	0.50 0.78	5%	32 41	388 599	D D	0.54 0.84
US 301/ SR 35 to CR 105	4	D	1,800	1.00%	NB/EB SB/WB	44 59	1,186 1,450	C C	0.66 0.81	10%	64 83	1,250 1,533	C C	0.69 0.85
CR 105 to CR 103	4	D	1,800	1.00%	NB/EB SB/WB	0 0	908 1,071	C C	0.50 0.59	10%	64 83	972 1,154	C C	0.54 0.64
CR 103 to CR 101	4	D	1,800	1.00%	NB/EB SB/WB	0 0	1,177 1,346	C C	0.65 0.75	10%	64 83	1,241 1,429	C C	0.69 0.79
CR 101 to Buena Vista Blvd	4	D	1,800	1.00%	NB/EB SB/WB	0 0	1,336 1,535	C C	0.74 0.85	10%	64 83	1,400 1,618	C C	0.78 0.90
Buena Vista Blvd to Morse Blvd	4	D	1,800	1.00%	NB/EB SB/WB	0 0	1,062 1,218	C C	0.59 0.68	15%	96 124	1,158 1,342	C C	0.64 0.75
Morse Blvd to CR 100/ Lake County Line	4	D	1,800	1.00%	NB/EB SB/WB	0 0	1,285 1,100	C C	0.71 0.61	15%	96 124	1,381 1,224	C C	0.77 0.68

Table 6
Projected Roadway Segment Capacity Analysis - PM Peak Hour (Continued)

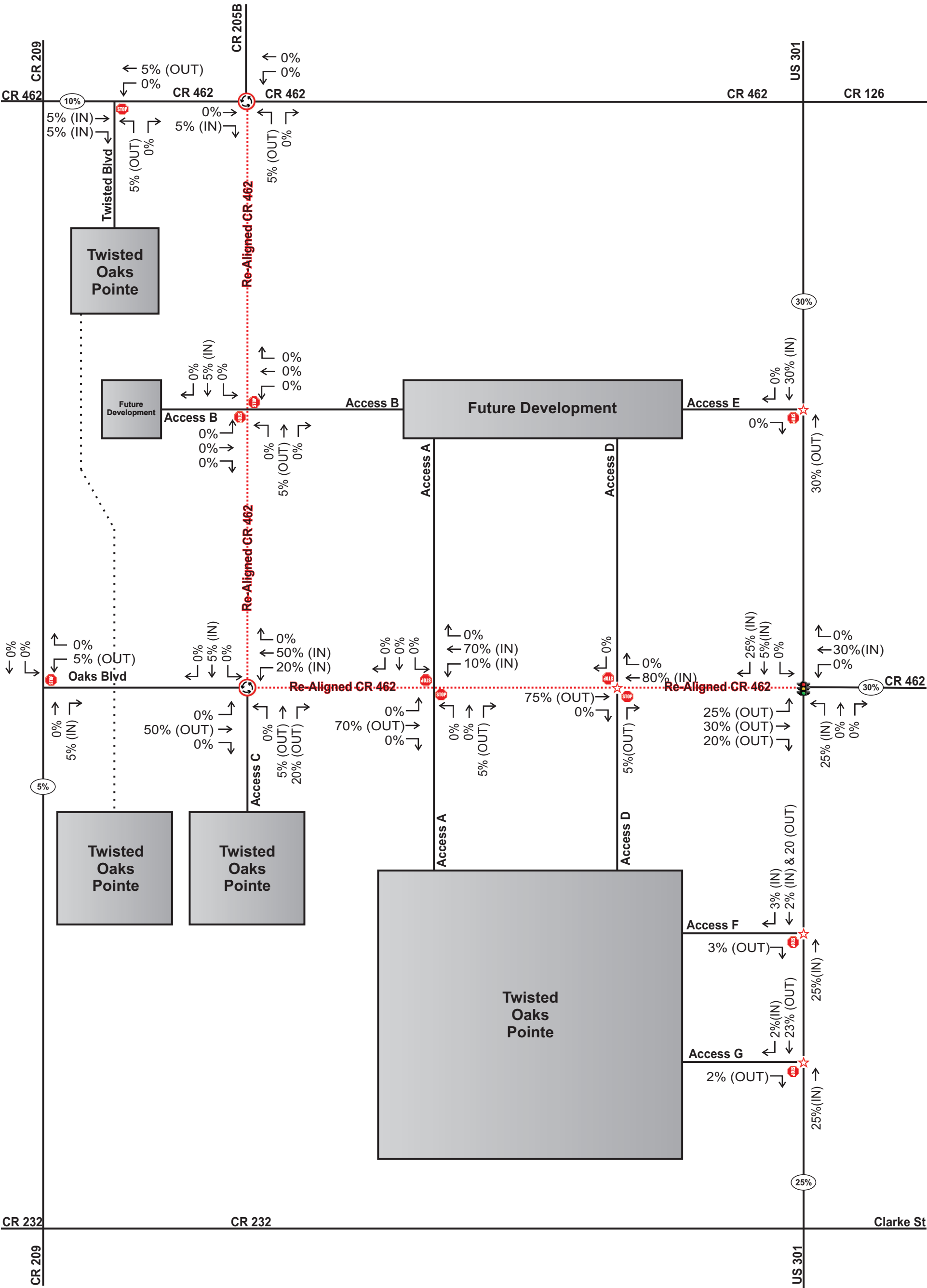
Roadway Segment	# of Lns		LOS	PH Dir	Cap	AGR %	Dir	Vested Trips	2027 Backg'd			Project		Projected Conditions		
	Vol	LOS							V/C	Dist	Trips	Vol	LOS	V/C		
CR 466A																
US 301/SR 35 to CR 462/Powell Rd	2	D	825	1.00%	NB/EB SB/WB	179 172	692 702	D D	0.84 0.85	15%	95 123	787 825	D D	0.95 1.00		
CR 462/Powell Rd to C-133 (NE 57th Dr)	4	D	1,900	1.00%	NB/EB SB/WB	167 181	1,314 1,390	C C	0.69 0.73	40%	257 331	1,571 1,721	C C	0.83 0.91		
C-133 (NE 57th Dr) to Buena Vista Blvd	4	D	1,900	1.19%	NB/EB SB/WB	69 70	1,394 1,463	C C	0.73 0.77	40%	257 331	1,651 1,794	C C	0.87 0.94		
Buena Vista Blvd to Canal St	4	D	1,900	1.00%	NB/EB SB/WB	33 33	896 1,015	C C	0.47 0.53	20%	129 166	1,025 1,181	C C	0.54 0.62		
Canal St to Morse Blvd	4	D	1,900	1.00%	NB/EB SB/WB	0 0	863 982	C C	0.45 0.52	20%	129 166	992 1,148	C C	0.52 0.60		
CR 472																
US 301/SR 35 to CR 117	2	D	713	1.00%	NB/EB SB/WB	123 29	418 243	D C	0.59 0.34	20%	129 166	547 409	D D	0.77 0.57		
CR 117 to Lynn Haven Ln	2	D	713	1.00%	NB/EB SB/WB	0 0	290 398	C D	0.41 0.56	20%	129 166	419 564	D D	0.59 0.79		
Lynn Haven Ln to Buena Vista Blvd	2	D	675	1.00%	NB/EB SB/WB	0 0	352 286	D C	0.52 0.42	20%	129 166	481 452	D D	0.71 0.67		
CR 209																
CR 232 to CR 462 E	2	D	525	1.00%	NB/EB SB/WB	0 0	38 24	C C	0.07 0.05	5%	32 41	70 65	C C	0.13 0.12		
CR 462 E to CR 216	2	D	616	1.00%	NB/EB SB/WB	0 0	94 44	C C	0.15 0.07	5%	32 41	126 85	C C	0.20 0.14		
CR 216 to CR 466	2	D	525	1.00%	NB/EB SB/WB	0 0	94 44	C C	0.18 0.08	5%	32 41	126 85	C C	0.24 0.16		
CR 221																
CR 44A to CR 462 E	2	D	675	1.00%	NB/EB SB/WB	0 0	68 73	C C	0.10 0.11	5%	41 32	109 105	C C	0.16 0.16		
CR 229																
CR 462 to CR 466	2	D	1,190	1.00%	NB/EB SB/WB	0 0	163 121	B B	0.14 0.10	5%	32 41	195 162	B B	0.16 0.14		
CR 232																
CR 221 to US 301/SR 35	2	D	675	1.00%	NB/EB SB/WB	0 0	12 13	C C	0.02 0.02	5%	41 32	53 45	C C	0.08 0.07		
Morse Blvd N																
CR 466A to Odell Cir (S)	4	D	1,467	1.00%	NB/EB SB/WB	0 0	1,163 1,128	D D	0.79 0.77	16%	103 133	1,266 1,261	D D	0.86 0.86		
Odell Cir (S) to Bonita Blvd	4	D	1,467	1.00%	NB/EB SB/WB	0 0	721 733	D D	0.49 0.50	16%	103 133	824 866	D D	0.56 0.59		
Bonita Blvd to Odell Cir (N)	4	D	1,467	1.00%	NB/EB SB/WB	0 0	602 605	C C	0.41 0.41	12%	77 99	679 704	D D	0.46 0.48		
Odell Cir (N) to Stillwater Tr	4	D	1,467	1.00%	NB/EB SB/WB	0 0	757 750	D D	0.52 0.51	8%	51 66	808 816	D D	0.55 0.56		
Stillwater Tr to CR 466	4	D	1,467	1.00%	NB/EB SB/WB	0 0	1,310 1,351	D D	0.89 0.92	2%	13 17	1,323 1,368	D D	0.90 0.93		
US 301/SR 35																
CR 514 to CR 468 (Warm Springs Avenue)	2	D	704	1.00%	NB/EB SB/WB	0 0	407 417	C C	0.58 0.59	5%	41 32	448 449	C C	0.64 0.64		
CR 468 (Warm Springs Avenue) to SR 91/FL's Turnpike	2	D	1,200	1.67%	NB/EB SB/WB	0 0	839 882	C C	0.70 0.73	5%	41 32	880 914	C D	0.73 0.76		
SR 91/FL's Turnpike to CR 156 (Clay Drain Rd)	2	D	1,250	1.00%	NB/EB SB/WB	0 0	244 234	B B	0.20 0.19	5%	41 32	285 266	B B	0.23 0.21		
CR 156 (Clay Drain Rd) to SR 44	4	D	2,100	1.00%	NB/EB SB/WB	0 0	244 234	B B	0.12 0.11	5%	41 32	285 266	B B	0.14 0.13		
SR 44 to CR 44A	4	D	2,000	1.00%	NB/EB SB/WB	11 10	1,086 994	C C	0.54 0.50	10%	83 64	1,169 1,058	C C	0.58 0.53		
CR 44A to CR 466A (Cleveland Ave)	4	D	1,630	1.00%	NB/EB SB/WB	89 69	1,149 1,129	D D	0.70 0.69	10%	83 64	1,232 1,193	D D	0.76 0.73		
CR 466A (Cleveland Ave) to CR 462 (S)	4	D	2,000	1.02%	NB/EB SB/WB	39 42	1,245 1,248	C C	0.62 0.62	25%	207 161	1,452 1,409	C C	0.73 0.70		
CR 462 (S) to CR 462 (N)	4	D	2,000	1.17%	NB/EB SB/WB	20 20	1,238 1,287	C C	0.62 0.64	30%	193 249	1,431 1,536	C C	0.72 0.77		
CR 462 (N) to CR 222	4	D	2,000	1.17%	NB/EB SB/WB	0 0	1,218 1,267	C C	0.61 0.63	30%	193 249	1,411 1,516	C C	0.71 0.76		
CR 222 to CR 472	4	D	2,000	1.00%	NB/EB SB/WB	0 0	1,339 1,011	C C	0.67 0.51	30%	193 249	1,532 1,260	C C	0.77 0.63		
CR 472 to CR 466	4	D	2,000	1.45%	NB/EB SB/WB	0 0	1,588 1,439	C C	0.79 0.72	10%	64 83	1,652 1,522	C C	0.83 0.76		

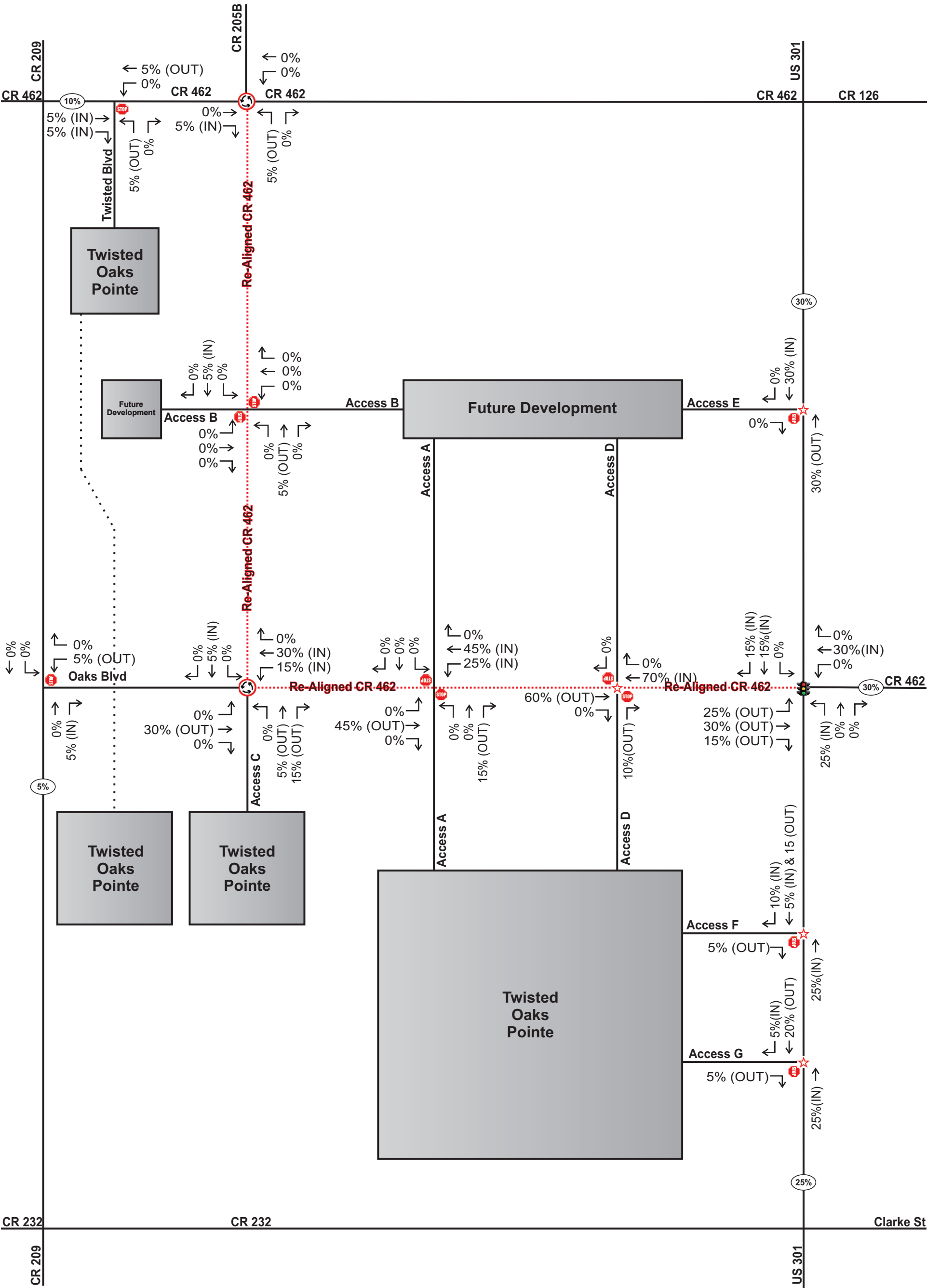
Source: 2014/2015 Sumter County Transportation Management System (TMS) Report, Sumter County 2020 Annual Traffic Counts, and Sumter County 2019 CMP Database
Background traffic includes vested trips from seven (7) committed developments as provided by Sumter County
*Projected directional volumes were obtained from projected turning movement counts at the project buildout

The analysis reveals that all study roadway segments are projected to continue to operate within their adopted capacities at the project buildout. It should be noted that Sumter County has recently adopted LOS F for CR 462 from US 301 to CR 466A.

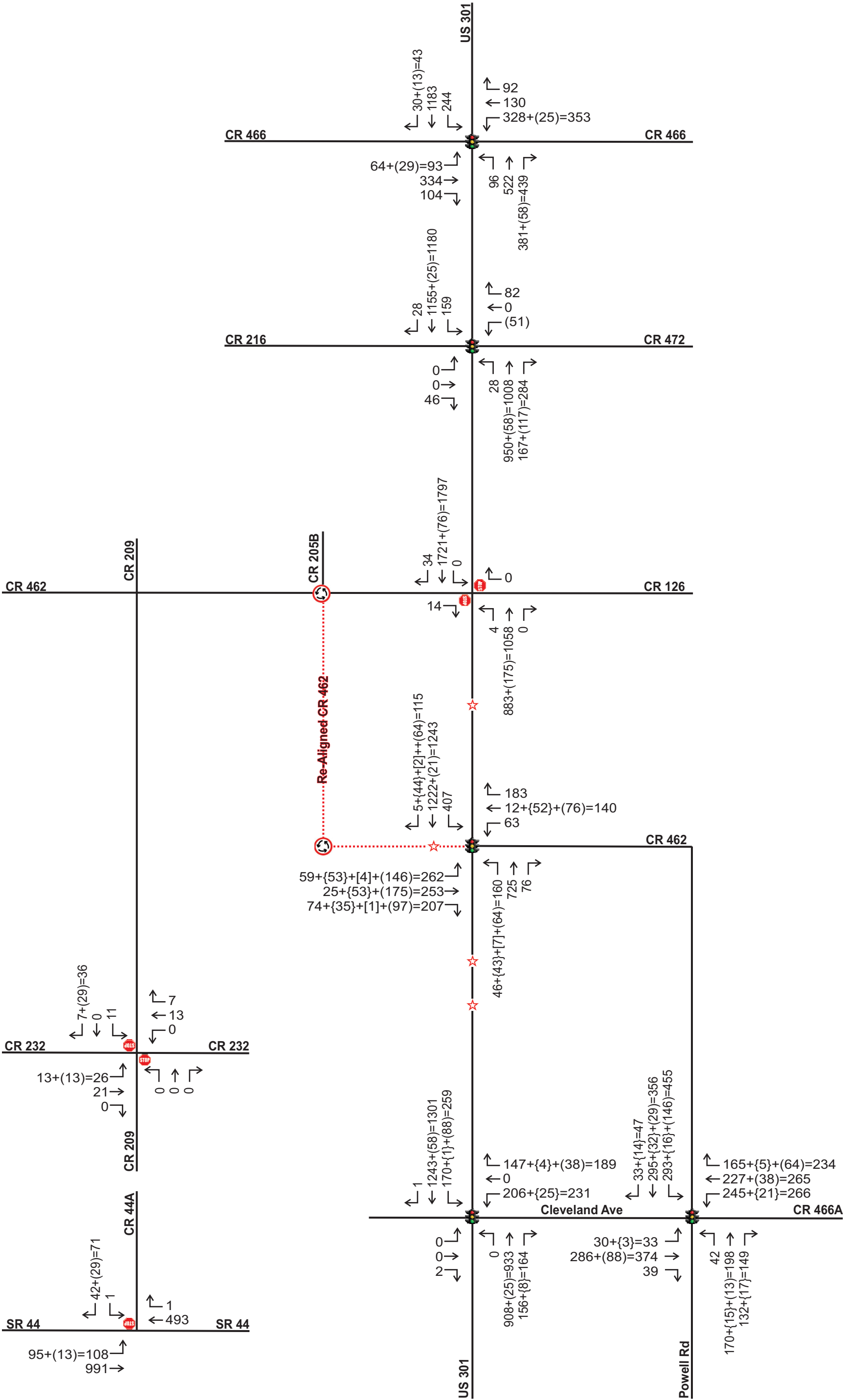
4.3 Intersection Capacity Analysis

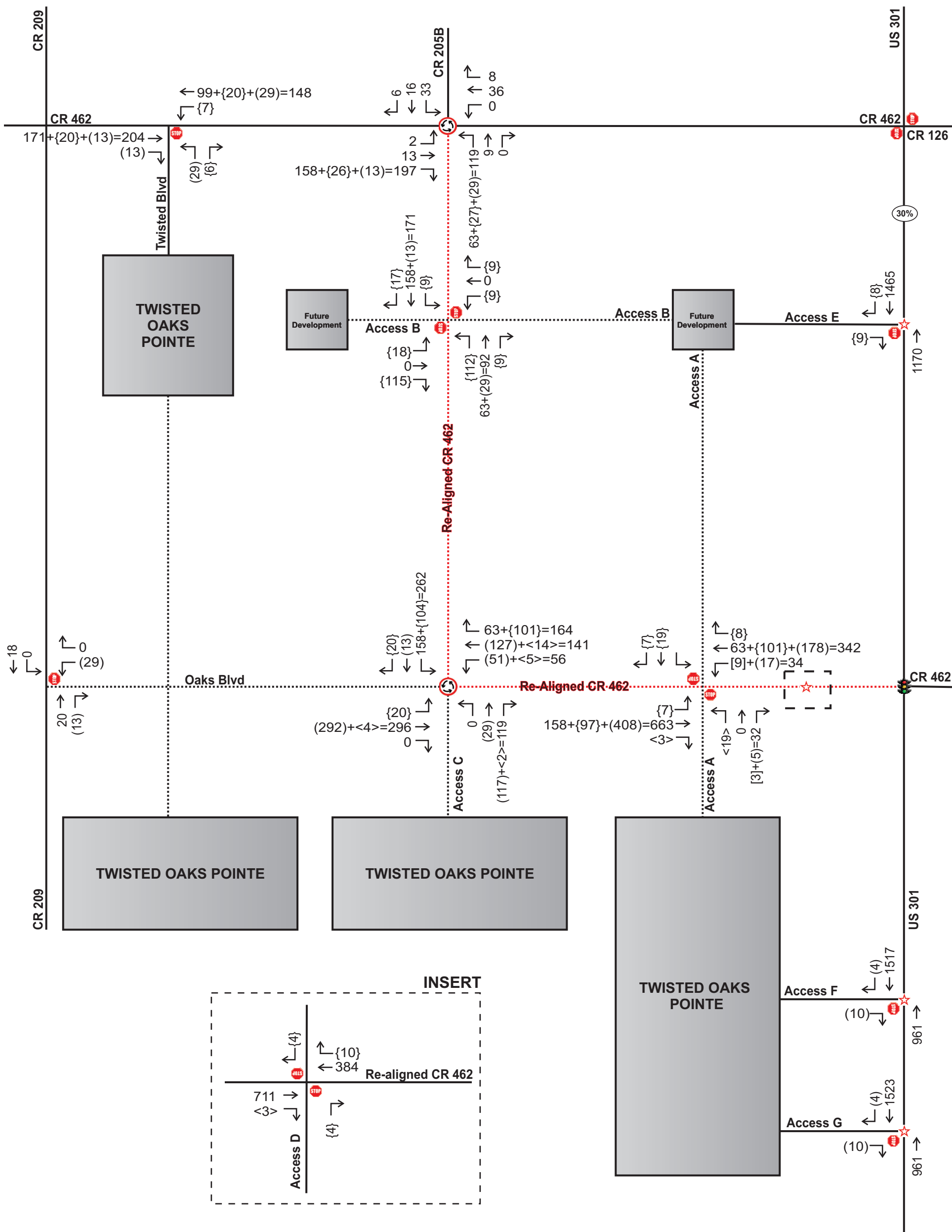
Projected intersection volumes were computed by applying a corresponding annual growth rate for each approach to the existing turning movement volumes and then adding the vested trips and the project-generated directional trips. Distribution of the AM and PM project trips on the proposed site access driveways are illustrated in **Figure 5A** and **Figure 5B**, respectively. Trips generated by the potential future development were calculated based on assumptions and incorporated in the vested trips. Projected intersection volume calculation spreadsheets are included in **Appendix K**. Projected peak hour volumes for the study intersections are presented in **Figure 6A** and **Figure 6B** for the AM peak hour, and **Figure 7A** and **Figure 7B** for the PM peak hour. **Table 7A** presents results of the intersection capacity analysis under background and projected conditions, while **Table 7B** presents results of the intersection capacity analysis for all proposed project access driveways. Detailed *HCM* analysis worksheets are included in **Appendix L**.



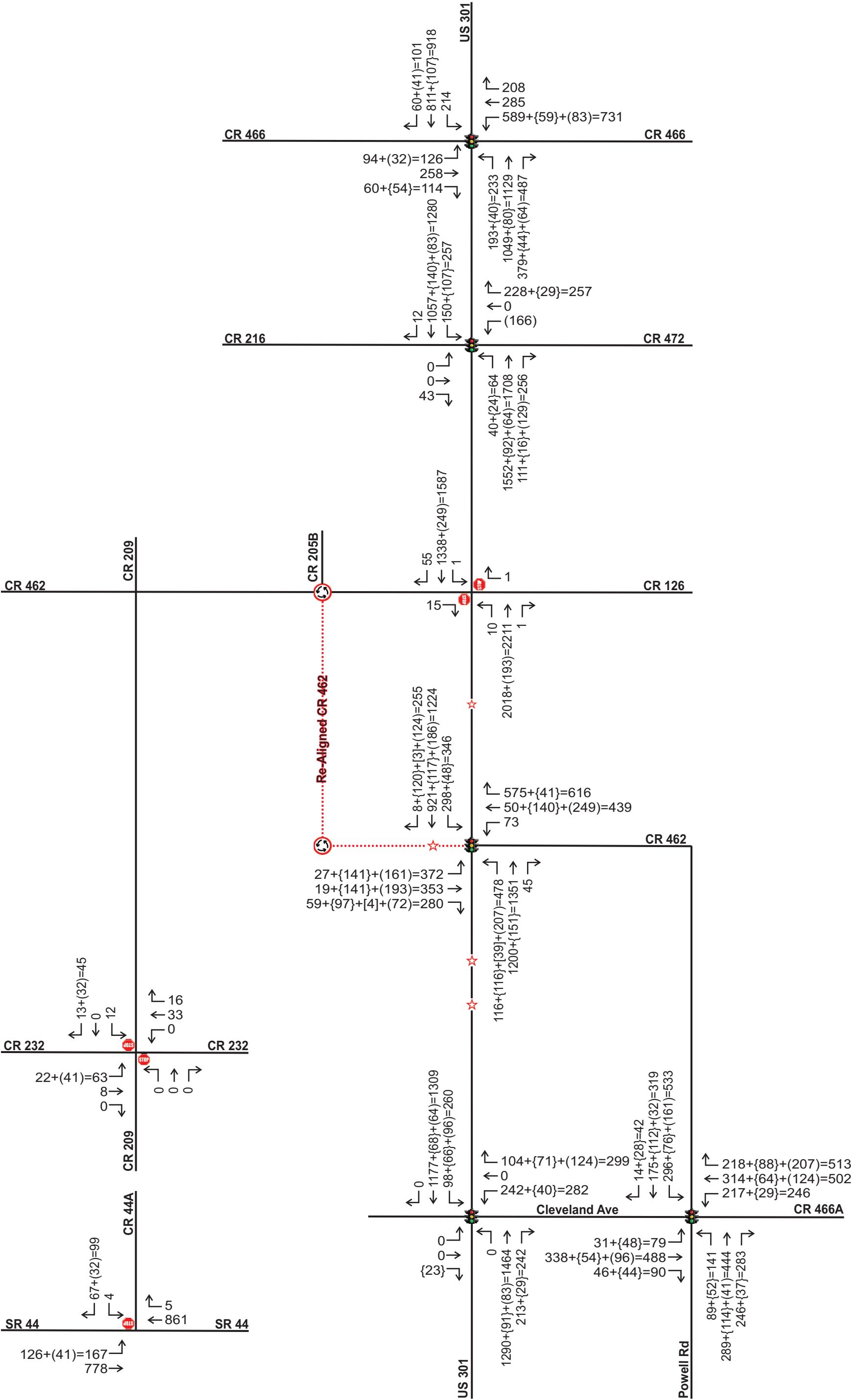


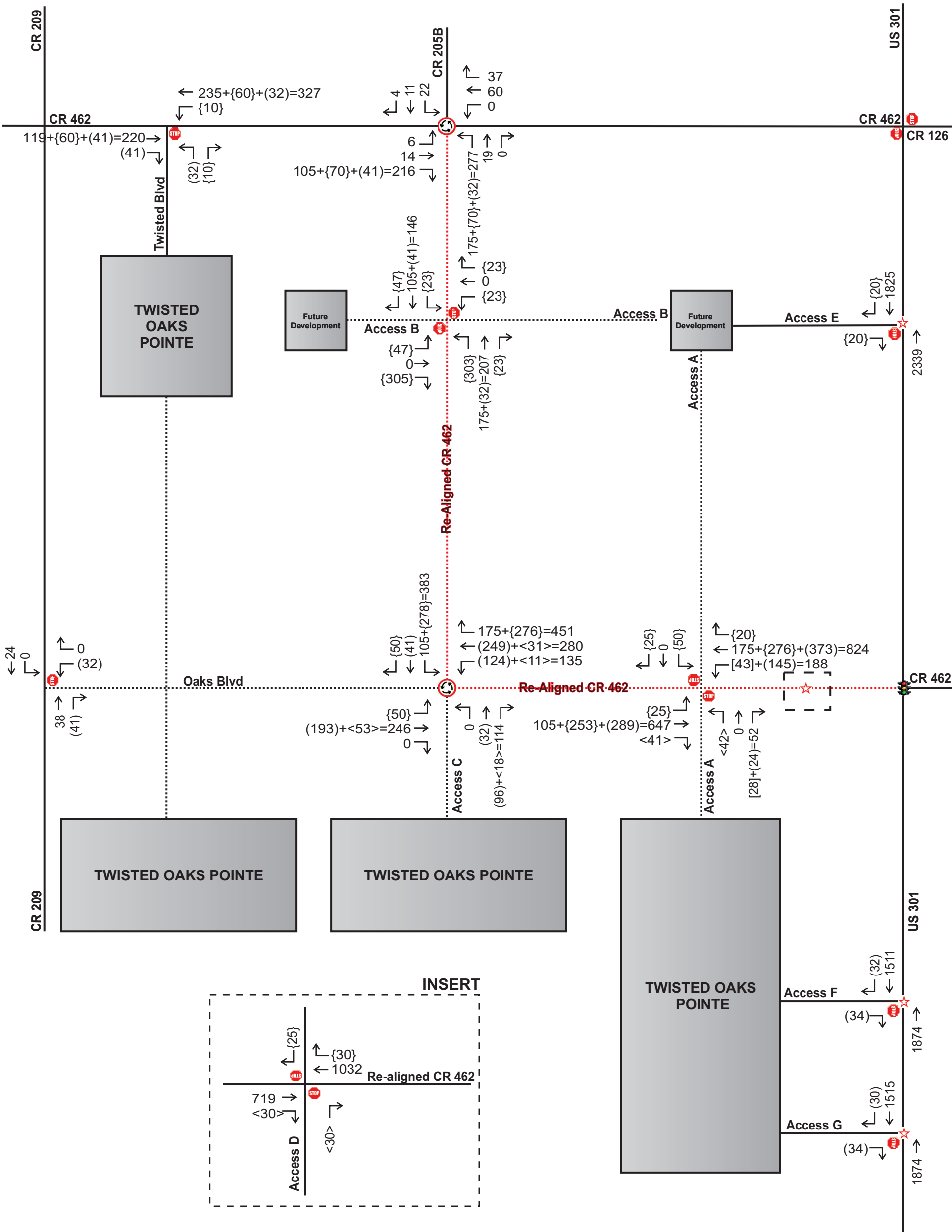
Legend:
★ Future Right-in/Right-out Access Driveways





Legend:
Background + {Vested} + [Pass-by] + (Project) + <Internal Capture> = Total
★ Future Right-in/Right-out Access Driveways





Legend:
Background + {Vested} + [Pass-by] + (Project) + <Internal Capture> = Total
★ Future Right-in/Right-out Access Driveways

Table 7A
Projected Intersection Capacity Analysis

Intersection	Traffic Control	Peak Period	Scenario	EB		WB		NB		SB		Overall	
				Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS
US 301 & CR 466	Signal	AM	Background	58.3	E	79.5	E	42.0	D	46.5	D	52.1	D
			Projected	59.9	E	97.4	F	42.1	D	46.9	D	55.5	E
		PM	Background	58.3	E	284.4	F	52.1	D	44.9	D	108.1	F
			Projected	58.8	E	>300	F	51.3	D	45.8	D	131.7	F
US 301 & CR 472/CR 216	Signal	AM	Background	26.8	C	30.6	C	14.6	B	11.9	B	13.8	B
			Projected	28.1	C	31.0	C	16.8	B	13.0	B	15.7	B
		PM	Background	33.6	C	44.0	D	29.6	C	14.5	B	24.6	C
			Projected	13.2	B	20.7	C	296.4	F	42.2	D	167.7	F
US 301 & CR 462/CR 126 (Projected Directional)	TWSC	AM	Background	>300	F	0.0	A	19.2	C	0.0	A	--	--
			Projected	20.0	C	0.0	A	17.1	C	0.0	A	--	--
		PM	Background	185.6	F	>300	F	18.9	C	19.3	C	--	--
			Projected	17.8	C	24.3	C	15.3	C	22.2	C	--	--
US 301 & CR 462/ CR 462 (Realigned)	Signal	AM	Background	N/A	N/A	24.9	C	15.2	B	10.9	B	13.0	B
			Projected	33.7	C	42.6	D	40.0	D	30.5	C	34.6	C
		PM	Background	N/A	N/A	142.2	F	23.3	C	15.4	B	34.8	C
			Projected	110.4	F	139.3	F	141.2	F	118.7	F	128.7	F
CR 209 & CR 232	TWSC	AM	Background	7.3	A	0.0	A	0.0	A	8.8	A	--	--
			Projected	7.3	A	0.0	A	0.0	A	8.7	A	--	--
		PM	Background	7.4	A	0.0	A	0.0	A	8.9	A	--	--
			Projected	7.4	A	0.0	A	0.0	A	9.0	A	--	--
US 301 & CR 466A (Cleveland Ave)	Signal	AM	Background	23.1	C	27.6	C	19.3	B	11.7	B	16.4	B
			Projected	27.6	C	33.9	C	25.0	C	16.1	B	21.5	C
		PM	Background	35.5	D	48.3	D	49.6	D	18.5	B	36.5	D
			Projected	38.1	D	53.2	D	85.2	F	28.9	C	57.1	E
CR 466A & CR 139/CR 462	Signal	AM	Background	31.7	C	26.6	C	19.9	B	17.0	B	23.1	C
			Projected	35.2	D	30.5	C	25.1	C	20.5	C	26.9	C
		PM	Background	34.7	C	31.7	C	30.1	C	27.2	C	30.8	C
			Projected	39.7	D	39.2	D	39.7	D	97.3	F	55.2	E
SR 44 & CR 44A	TWSC	AM	Background	8.8	A	0.0	A	N/A	N/A	10.7	B	--	--
			Projected	8.9	A	0.0	A	N/A	N/A	10.8	B	--	--
		PM	Background	10.8	B	0.0	A	N/A	N/A	15.4	C	--	--
			Projected	11.3	B	0.0	A	N/A	N/A	16.0	C	--	--

TWSC: Two-Way Stop Control. Worst movement delay reported at TWSC intersections

N/A: Movements not applicable

"--" Delay and/or LOS not established. Delay expressed in seconds/vehicle

Table 7B
Projected Intersection Capacity Analysis (Access Driveways)

Intersection	Traffic Control	Peak Period	EB		WB		NB		SB		Overall	
			Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS
CR 462 (Realigned) & Access Driveway A	TWSC	AM	8.1	A	9.2	A	13.4	B	13.7	B	--	--
		PM	10.1	B	10.5	B	25.7	D	45.0	E	--	--
CR 462 (Realigned) & Access Driveway B	TWSC	AM	0.0	A	0.0	A	10.9	B	9.5	A	--	--
		PM	0.0	A	0.0	A	11.6	B	13.1	B	--	--
CR 462 (Realigned) & Oaks Blvd / Access C	RA	AM	6.8	A	4.0	A	6.4	A	5.6	A	5.5	A
		PM	8.7	A	6.3	A	7.1	A	10.5	B	7.9	A
CR 462 (Realigned) & Access Driveway D	TWSC	AM	0.0	A	0.0	A	10.9	B	9.5	A	--	--
		PM	0.0	A	0.0	A	11.6	B	13.1	B	--	--
CR 462 & Twisted Blvd	TWSC	AM	0.0	A	7.7	A	11.0	B	N/A	N/A	--	--
		PM	0.0	A	7.8	A	12.7	B	N/A	N/A	--	--
CR 209 & Oaks Blvd	TWSC	AM	N/A	N/A	8.9	A	0.0	A	0.0	A	--	--
		PM	N/A	N/A	9.1	A	0.0	A	0.0	A	--	--
US 301 & Access Driveway E	TWSC	AM	16.3	C	N/A	N/A	0.0	A	0.0	A	--	--
		PM	21.5	C	N/A	N/A	0.0	A	0.0	A	--	--
US 301 & Access Driveway F	TWSC	AM	16.8	C	N/A	N/A	0.0	A	0.0	A	--	--
		PM	18.2	C	N/A	N/A	0.0	A	0.0	A	--	--
US 301 & Access Driveway G	TWSC	AM	16.9	C	N/A	N/A	0.0	A	0.0	A	--	--
		PM	18.2	C	N/A	N/A	0.0	A	0.0	A	--	--

TWSC: Two-Way Stop Control. Worst movement delay reported at TWSC intersections

N/A: Movements not applicable

"--" Delay and/or LOS not established. Delay expressed in seconds/vehicle

The analysis reveals that the following study intersections are projected to operate below the adopted LOS under the projected conditions due to background traffic:

- US 301 and CR 466

The stop-controlled intersection of US 301 and CR 462/CR 126 is projected to operate above capacity under background traffic conditions; however, it is projected to operate at an adequate LOS when converted to a two-way stop-control (TWSC) with a directional median opening for northbound left turning vehicles only.

The analysis also reveals that the following signalized intersections are projected to operate below the adopted LOS under the projected conditions with the project trips:

- US 301 and CR 472/CR 216
- US 301 and CR 462/ CR 462 (Realigned)

All proposed project access driveways are projected to operate at an adequate LOS. The remaining study intersections are projected to provide an adequate overall LOS under the projected conditions.

4.4 Mitigation Measures

The following three (3) signalized intersections are projected to be deficient at the project buildout:

- US 301 and CR 462/ CR 462 (Realigned)
- US 301 and CR 466
- US 301 and CR 472/CR 216

The improvements required to obtain a satisfactory operation of the signalized intersection of US 301 and CR 462/ CR 462 (Realigned) are summarized in **Table 8**.

Table 8
US 301 and CR 462/ CR 462 (Realigned) Intersection Improvements

Intersection Improvements	95th %tile Q Length (veh) ¹	95th %tile Q Length (feet) ²	Length
Add Eastbound dual turn lanes	13.9	348	350 ft
Add Eastbound through lane	N/A	--	--
Add Eastbound right turn lane	3.5	88	155 ft
Restrip existing Westbound left turn lane to a through lane	N/A	--	--
Add Westbound left turn lane	3.5	88	240 ft
Extend the existing Northbound left turn lane	17.7	443	445 ft
Add second Northbound left turn lane	17.7	443	445 ft
Add second Southbound left turn lane	13.5	338	340 ft
Add Southbound right turn lane	0.6	15	240 ft
Add a second Eastbound lane on CR 462 to accommodate Southbound dual left lanes	N/A	N/A	250 ft
Optimize signal timing	N/A	N/A	--
Upgrade to a mast arm signal	N/A	N/A	--

(1) The 95th %tile Q lengths were obtained from the Synchro Analysis outputs

(2) Based on average length of vehicles of 25 feet

The operation of the following signalized intersections would be improved by retiming the traffic signal controllers:

- US 301 and CR 466
- US 301 and CR 472/CR 216

The intersection capacity analysis for the three (3) aforementioned signalized intersections under the improved conditions is summarized in **Table 9**. Detailed *HCM* analysis worksheets, including signal timing plans, are provided in **Appendix L**.

Table 9
Intersection Capacity Analysis with Improvements

Intersection	Traffic Control	Time Period	EB		WB		NB		SB		Overall	
			Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS
US 301 & CR 466	Signal	AM	72.3	E	59.1	E	28.3	C	48.5	D	48.4	D
		PM	75.5	E	79.5	E	65.5	E	79.9	E	74.1	E
US 301 & CR 472/ CR 216	Signal	AM	27.8	C	30.8	C	17.2	B	13.0	B	15.8	B
		PM	34.1	C	127.6	F	58.1	E	31.1	C	53.8	D
US 301 & CR 462/ CR 462 (Realigned)	Signal	AM	31.6	C	33.7	C	34.9	C	26.2	C	30.0	C
		PM	69.6	E	108.0	F	77.7	E	67.1	E	78.1	E

Delay expressed in seconds/vehicle

5.0 ACCESS ANALYSIS

The development is proposed to be accessed via three (3) full access driveways on CR 462 (realigned), one (1) full access driveway on CR 462, and one (1) full access driveway on CR 209. In addition, one (1) right-in/right-out access driveway is proposed on CR 462 (realigned) and three (3) right-in/right-out access driveways are proposed on US 301. US 301 is a 4-lane divided roadway with a posted speed limit of 45 mph in the vicinity of the site. The realigned CR 462 will be composed of two (2) segments: a north segment and an east segment. The north segment will be a 2-lane divided roadway with a proposed posted speed limit of 35 mph from the first proposed roundabout at Oaks Boulevard to the second proposed roundabout at CR 462/CR 205B. The east segment will be a 4-lane divided roadway with a proposed posted speed limit of 35 mph from US 301 to the first proposed roundabout at Oaks Boulevard. The remaining segment of CR 462, from the second roundabout at CR 205B to CR 209, is a 2-lane undivided roadway with a posted speed limit from 55 mph. CR 209 is a 2-lane undivided roadway with a posted speed limit of 35 mph. The design speeds for US 301, CR 462 (realigned), CR 462, and CR 209 considered in the access analysis are 50 mph, 40 mph, 50 mph, and 40 mph, respectively.

A review of warrants for turn lanes was conducted for the proposed access driveways in accordance with *National Cooperative Highway Research Program (NCHRP) Report 457* methodology to ensure smooth traffic flow and maintain capacity on CR 462 (realigned), CR 462, and CR 209 during peak hours. For the warranted turn lanes, the total turn lane lengths were calculated as the sum of deceleration and queue storage lengths as per *Exhibit 212-1 of FDOT Design Manual (FDM)*, included in **Appendix M**. The turn lane warrant analysis sheets are provided in **Appendix M**.

CR 462 (Realigned) at Access Driveway A

Left Turn Lanes

The warrant analysis results show that only a westbound left turn lane is warranted on CR 462 (realigned) at Access Driveway A; however, for the purpose of balancing the geometry of the intersection, a left turn lane is proposed for both approaches. The total left turn lane length required on CR 462 (realigned) is composed of deceleration length and queue storage length. The dimensions for the total length are calculated as follows:

Westbound Left Turn Lane:

Deceleration Length @ 40 mph = 155 feet

Queue Storage Length = $5/6 \times \text{Left Turn Volume (188)} = 157$ feet (Use 160 feet)

Total Left Turn Lane Length = Deceleration Length + Queue Storage Length

Total Left Turn Lane Length = $155 + 160 = 315$ feet (including a 50-foot taper)

Eastbound Left Turn Lane:

Deceleration Length @ 40 mph = 155 feet

Queue Storage Length = $5/6 \times \text{Left Turn Volume (25)} = 21$ feet (use 25 feet)

Total Left Turn Lane Length = Deceleration Length + Queue Storage Length

Total Left Turn Lane Length = $155 + 25 = 180$ (including a 50-foot taper)

Right Turn Lanes (EBR & WBR)

The warrant analysis result shows that right turn lanes are not warranted on CR 462 (realigned) at Access Driveway A. However, the Developer is proposing to construct both right turn lane. Based on a design speed of 40 mph, both right turn lanes should be 155 feet.

CR 462 (Realigned) at Access Driveway B

Left Turn Lanes

The warrant analysis result shows that only a northbound left turn lane is warranted on CR 462 (realigned) at Access Driveway B; however, for the purpose of balancing the geometry of the intersection, a left turn lane is proposed for both approaches. The left turn lane lengths required on CR 462 (realigned) is composed of deceleration length and queue storage length. The dimensions for the total length are calculated as follows:

Northbound Left Turn Lane:

Deceleration Length @ 40 mph = 155 feet

Queue Storage Length = $5/6 \times \text{Left Turn Volume (303)} = 252.5$ feet (Use 275 feet)

Total Left Turn Lane Length = Deceleration Length + Queue Storage Length

Total Left Turn Lane Length = $155 + 275 = 430$ feet (including a 50-foot taper)

Southbound Left Turn Lane:

Deceleration Length @ 40 mph = 155 feet

Queue Storage Length = $5/6 \times \text{Left Turn Volume (23)} = 19$ feet (Use 25 feet)

Total Left Turn Lane Length = Deceleration Length + Queue Storage Length

Total Left Turn Lane Length = 155 + 25 = 180 feet (including a 50-foot taper)

Right Turn Lanes (NBR & SBR)

The warrant analysis result shows that a northbound right turn lane and a southbound right turn lane are both not warranted on CR 462 (realigned) at Access Driveway B.

CR 462 at Twisted Boulevard

Left Turn Lane

The warrant analysis result shows that a westbound left turn lane is not warranted on CR 462 at Twisted Boulevard.

Right Turn Lane

The warrant analysis result shows that an eastbound right turn lane is warranted on CR 462 at Twisted Boulevard. Based on a design speed of 55 mph, the right turn lane should be 350 feet.

CR 209 at Oaks Boulevard

Left Turn Lane

The warrant analysis result shows that a southbound left turn lane is not warranted on CR 209 at Oaks Boulevard.

Right Turn Lane

The warrant analysis result shows that a northbound right turn lane is not warranted on CR 209 at Oaks Boulevard.

CR 462 (Realigned) at Access Driveway D

Right Turn Lane

The warrant analysis results shows that right turn lanes are not warranted on CR 462 (realigned) at Access Driveway D. However, the Developer is proposing to add eastbound and westbound right turn lanes on CR 462 (realigned) at Access Driveway D. Based on a design speed of 40 mph, both right turn lanes should be 155 feet (including a 50-foot taper).

US 301 at Access Driveway E

Right Turn Lane

The warrant analysis result shows that a southbound right turn lane is warranted on US 301 at Access Driveway E. Based on a design speed of 50 mph, a right turn lane of 240 feet (including a 50-foot taper) should be constructed on US 301 at Access Driveway E.

US 301 at Access Driveway F

Right Turn Lane

The warrant analysis result shows that a southbound right turn lane is warranted on US 301 at Access Driveway F. Based on a design speed of 50 mph, a right turn lane of 240 feet (including a 50-foot taper) should be constructed on US 301 at Access Driveway F.

US 301 at Access Driveway G

Right Turn Lane

The warrant analysis result shows that a southbound right turn lane is warranted on US 301 at Access Driveway G. Based on a design speed of 50 mph, a right turn lane of 240 feet (including a 50-foot taper) should be constructed on US 301 at Access Driveway G.

6.0 EVALUATION OF CR 462 REALIGNMENT

The impact of the proposed realignment of CR 462 was fully analyzed. The study area was determined to include impacted roadway segments, intersections, and access driveways.

6.1 Proposed CR 462 Realignment and Geometry

The Developer of this project is proposing to be realign CR 462 from US 301 to CR 209. The configuration of the proposed realignment is composed of three (3) segments described as follows:

- Segment 1: 4-Lane divided roadway from US 301 to a proposed 2-Lane roundabout at the proposed Access Driveway C/Oaks Boulevard with a posted speed limit of 35 mph. The west leg of the proposed roundabout, Oaks Boulevard, will serve portions of the Twisted Oaks Pointe development and connects to CR 209.
- Segment 2: 2-Lane divided roadway from the roundabout at the Access Driveway C/Oaks Boulevard to a 1-Lane roundabout at CR 462 and CR 205B with a posted speed limit of 35 mph.
- Segment 3: 2-Lane undivided roadway from the proposed second roundabout at CR 462 and CR 205B to CR 209 with a posted speed limit of 45 mph.

Figure 8 shows the proposed realignment of CR 462 and the site access driveways.

6.2 Study Area

The study area includes roadway segments and intersections along the realigned CR 462 from US 301 to CR 209. The following roadway segments were analyzed during the AM and PM peak hours:

- CR 462/CR 462 (realigned)
 - CR 209 to CR 462/CR 205B Roundabout
 - CR 462/CR 205B Roundabout to Roundabout at Oaks Boulevard/Access C
 - Roundabout at Oaks Boulevard/Access C to US 301
- Oaks Boulevard
 - CR 209 to Roundabout at Oaks Boulevard/Access C



In addition, the following intersections, numbered 3 and 5 in **Figure 8**, were analyzed during the AM and PM peak hours:

- CR 462 (Realigned) and Oaks Boulevard/Access Driveway C (Proposed Roundabout)
- CR 462 (Realigned) and CR 462/CR 205B (Proposed Roundabout)

6.3 Projected Roadway Segment Capacity Analysis

Projected traffic on the study roadway segments was obtained from projected turning movement counts for intersections within the study area. Projected roadway conditions were analyzed by comparing the projected traffic volumes on the study roadway segments to their capacities and service volumes. **Table 10** summarizes the projected roadway segment capacity analysis under the projected conditions for the AM and PM peak hours, respectively.

Table 10
Projected Roadway Segment Capacity Analysis for CR 462 Realignment

Roadway Segment	# of Lns	Median Type	Area Type	LOS Std	PH Dir Cap	Dir	Projected AM Pk Conditions			Projected PM Pk Conditions		
							Vol	LOS	V/C	Vol	LOS	V/C
CR 462/ CR 462 (Realigned)												
CR 209 to CR 462/CR 205B Roundabout	2	Undivided	Urban	D	790	NB/EB SB/WB	217 ** 177 **	C C	0.27 0.22	261 ** 359 **	C C	0.33 0.45
CR 462/CR 205B Roundabout to Roundabout at Oaks Boulevard/Access	2	Divided	Urban	D	710 *	NB/EB SB/WB	295 ** 213 **	C C	0.42 0.30	474 ** 533 **	D D	0.67 0.75
Roundabout at Oaks Boulevard/Access C to US 301	4	Divided	Urban	D	1,470 *	NB/EB SB/WB	677 ** 368 **	D C	0.46 0.25	749 ** 1,032 **	D D	0.51 0.70
Oaks Boulevard												
CR 209 to Roundabout at Oaks Boulevard/Access C	2	Undivided	Urban	D	675 *	NB/EB SB/WB	316 ** 161 **	C C	0.47 0.24	296 ** 330 **	C D	0.44 0.49

*Capacity was determined based on 2020 FDOT QLOS Handbook - Table 7 with proper adjustments for County roads
 **Projected directional volumes were obtained from projected turning movement counts at the project buildout

The analysis indicates that all the study roadway segments are projected to operate within their adopted capacities at the project buildout.

6.4 Projected Intersection Capacity Analysis

Projected intersection volumes were determined based on a combination of existing travel behavior and professional engineering judgment to accurately re-distribute traffic at the project buildout. Projected intersection volume calculation spreadsheets are included in **Appendix N**. Projected peak hour volumes for the study intersections were previously presented in **Figure 6A** and **Figure 6B** for the AM peak hour, and in **Figure 7A** and **Figure 7B** for the PM peak hour. **Table 11** presents results of the intersection capacity analysis under projected conditions. Detailed *HCM* analysis worksheets are included in **Appendix N**.

Table 11
Projected Intersection Capacity Analysis for CR 462 Realignment

Intersection	Traffic Control	Time Period	EB		WB		NB		SB		Overall	
			Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS
CR 462 (Realigned) and Oaks Boulevard/Access Driveway C	RA	AM	6.8	A	4.0	A	6.4	A	5.6	A	5.5	A
		PM	8.7	A	6.3	A	7.1	A	10.5	B	7.9	A
CR 462 (Realigned) and CR 462/CR 205B	RA	AM	4.3	A	3.4	A	3.7	A	3.6	A	3.9	A
		PM	4.4	A	4.7	A	4.9	A	4.2	A	4.6	A

The analysis indicates that both proposed roundabouts are projected to operate at an acceptable LOS.

6.5 Access Management Review

Access control classification, access management standard, Sumter County *Land Development Code (LDC)*, and Sumter County Engineering Manual were reviewed to evaluate the connection spacing on US 301 and the realigned CR 462.

US 301 is designated as Access Class 4 and has a posted speed limit of 45 mph. Based on guidance of FDOT *Rule 14-97 of the Access Control Classification System and Access Management Standards*, provided in **Appendix O**, the minimum connection spacing requirement is found to be 440 feet. The future three (3) Ri/Ro access driveways on US 301 meet the connection spacing requirements.

Per *Sumter County Engineering Manual*, CR 462 is classified as a major collector. Per Sumter County's *LDC*, the minimum connection spacing requirement for major collectors for new developments is 660 feet. Excerpts from *Sumter County LDC and Sumter County Engineering Manual* are provided in **Appendix O**. The access driveways A and B intended to serve Twisted Oaks Pointe are proposed to provide access to CR 462 (realigned), which is a 2-lane divided facility with a proposed speed limit of 35 mph. Access Driveway A is proposed to be located 660 feet west of US 301 and 610 feet east of the proposed 4-legged roundabout. Access Driveway B is proposed to be located 660 feet north of the proposed 4-legged roundabout. Therefore, Access Driveway A and Access Driveway B both meet the spacing connection requirements.

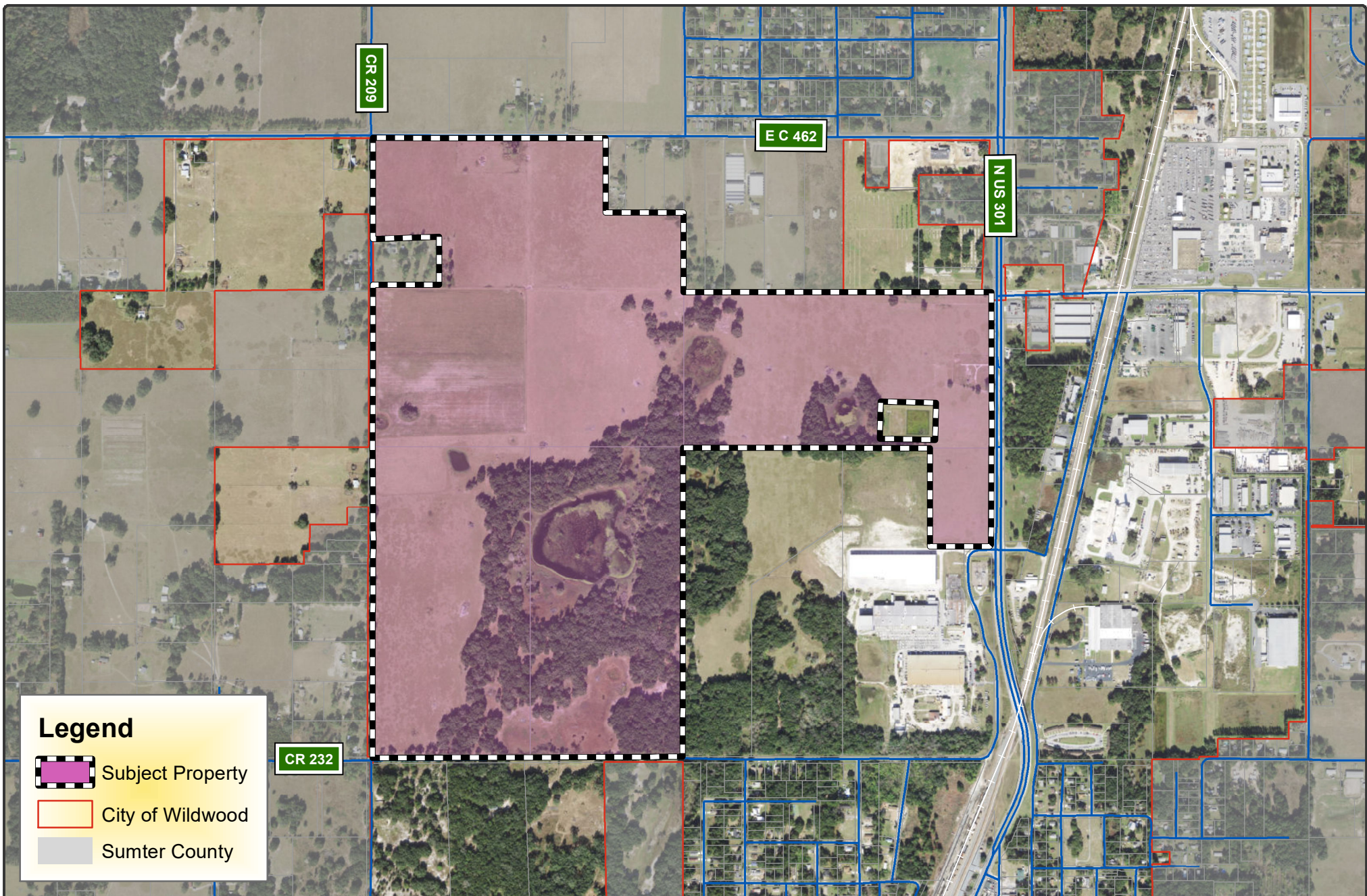
7.0 STUDY CONCLUSIONS

This TIA was conducted to assess the impact of the proposed mixed-use development of Twisted Oaks Pointe. The proposed development is located west of US Highway 301, north of Clarke Street/CR 232, and south of CR 462 in City of Wildwood, Florida. The project consists of 736 single-family dwelling units, 224 townhouse dwelling units, 300 apartment dwelling units, and three (3) commercial buildings totaling 162,000 square feet with an anticipated full buildout year of 2027.

The analysis evaluated the proposed development's impact on roadway segments and intersections within the project's influence area, included a preliminary access review, and evaluated a proposed realignment of CR 462 to assess its impact on the adjacent roadway segments and intersections. The results of the analysis are summarized below:

- The proposed development is projected to generate 15,506 daily trips, of which 838 trips occur during the AM peak hour and 1,471 trips occur during the PM peak hour.
- The roadway capacity analysis indicates that all study roadway segments are projected to operate at acceptable LOS at the project buildout.
- The intersection capacity analysis shows that the following intersections are projected to operate below the adopted LOS at the project buildout due to background traffic:
 - US 301 and CR 466
 - US 301 and CR 472/CR 216
 - US 301 and CR 462 north/CR 126
- The intersection capacity analysis shows that the following intersections are projected to operate below the adopted LOS at the project buildout due to the project trips:
 - US 301 and CR 462/CR 462 (Realigned)
- All proposed access driveways are projected to operate at acceptable LOS.
- To mitigate the impact of the proposed development on the study intersections:

- Re-time the traffic signal controller for the intersection of US 301 and CR 466.
- Re-time the traffic signal controller for the intersection of US 301 and CR 472/ CR 216.
- Convert the intersection of US 301 and CR 462 north/CR 126 to a directional median opening with northbound and southbound left turn movements.
- Improve US 301 and CR 462/CR 462 (Realigned) by the following measures:
 - a) Construct 350-foot eastbound dual left turn lanes (including a 50-foot taper)
 - b) Construct an eastbound through turn lane
 - c) Construct a 155-foot eastbound right turn lane
 - d) Restripe existing Westbound left turn lane to a through lane
 - e) Restripe existing striped median to a 240-foot Westbound left turn lane
 - f) Extend existing northbound left turn lane to 445 feet
 - g) Construct a second 445-foot northbound left turn lane (including a 50-foot taper)
 - h) Construct a second 340-foot southbound left turn lane (including a 50-foot taper)
 - i) Construct a 240-foot southbound right turn lane (including a 50-foot taper)
 - j) Construct a second eastbound lane on CR 462 to accommodate southbound dual left lanes
 - k) Retime the signal controller
 - l) Upgrade the existing span wire signal to a mast arm signal
- CR 462 (realigned) at Access Driveway A should be improved with a 315-foot westbound left turn lane, a 180-foot eastbound left turn lane and a 155-foot westbound right turn.
- CR 462 (realigned) at Access Driveway B should be improved with a 430-foot northbound left turn lane and a 180-foot southbound left turn lane.
- CR 462 at Twisted Boulevard should be improved with a 240-foot eastbound right turn lane.
- CR 462 (realigned) at Access Driveway D should be improved with a 155-foot eastbound right turn lane and a 155-ft westbound right turn lane.
- US 301 at Access Driveways E, F and G should be improved with 240-foot southbound right turn lanes.
- The realigned CR 462 study roadway segments are projected to operate at an adequate LOS at the project buildout. The evaluation of both proposed roundabouts along the realigned CR 462 indicates that both roundabouts are projected to operate adequately at project buildout.



WHEREAS, the City Commission of the City of Wildwood passed and ordained Ordinance 621 on November 10, 2008; and

WHEREAS, said Ordinance was recorded February 23, 2009, in O.R. Book 2038, Page 688, Public Records of Sumter County, Florida; and

WHEREAS, the City Commission had extended that Ordinance through subsequent Commission approval; and

WHEREAS, the first O'Dell Planned Development Amendment Application was filed on February 28, 2014; and

WHEREAS, the City Commission passed and ordained Ordinance O2014-22, which amended and restated Ordinance 621 in its entirety, on June 23, 2014; and

WHEREAS, Said Ordinance was recorded on July 7, 2014, in O.R. Book 2805, Page 555, Public Records of Sumter County, Florida; and

~~**WHEREAS**, the City now wishes to Amend and Restate Ordinance O2014-22 in its entirety be enacting this Ordinance O2017-21; and~~

~~**WHEREAS**, the City Commission passed and ordained Ordinance O2017-21, which amended and restated Ordinance O2014-22 in its entirety, on May 22, 2017; and~~

~~**WHEREAS**, Said Ordinance was recorded on June 9, 2017, in O.R. Book 3266, Page 687, Public Records of Sumter County, Florida; and~~

~~**WHEREAS**, the City Commission had extended Ordinance O2017-21 through subsequent Commission approval; and~~

~~**WHEREAS**, the City now wishes to Amend and Restate Ordinance O2017-21 in its entirety be enacting this Ordinance O2022-43; and~~

WHEREAS, it is the intention of the City for this amendment and restatement to supersede Ordinance O201~~74-221~~; and

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

The application filed by ~~James M. & Mildred B. O'Dell Living Trust~~ Morris Engineering & Consulting, LLC ("Agent") as Agent for KL Twisted Oaks, LLC, ("Developer") (hereinafter referred as the, "Developer") for a ~~Planned Development Amendment~~ Mixed Use Planned Development was heard by and before the City Commission, Wildwood, Florida on this ____ day of _____, ~~2024~~27. Based upon the verified application and supporting documents, analyses, maps, charts, other evidence and instruments, the advice, report and recommendations of the Project Review Committee and the testimony adduced and evidence received at the Public

6/10/2022 1

Hearing by the Planning and Zoning Board on ~~May 13, 2014~~July 5, 2022 and otherwise being fully advised, the City Commission does hereby find and determine as follows:

SECTION 1: GENERAL FINDINGS

- A. That the ~~Twisted Oaks James M. & Mildred B. O'Dell Living Trust~~ Planned Development Amendment Application (hereinafter referred to as the "Project") was duly and properly filed herein on ~~March 31, 2017~~June 23, 2021;
- B. That all fees required to be borne and paid by the Developer have been paid in accordance with the City of Wildwood Fee Schedule;
- C. That the Project was reviewed by the Project Review Committee and found to meet or exceed the minimum standards of the City's Comprehensive Plan, Land Development Regulations, Code of Ordinances, and all other applicable ordinances and regulations;
- D. That the Developer intends to develop a Project consisting of 387.2986430.44 acres, more or less, which is situated in Wildwood, Florida. This land is legally described ~~on the Conceptual Development Plan attached hereto as in~~ Exhibit "AB" attached hereto;
- E. That the Developer has complied with the conceptual development plan provision as required by Section 8.4 of the Land Development Regulations; and;
- F. That the City has complied with the due notice requirements of subsection ~~3.3(B)(3)~~8.2(E) and (F) of the Land Development Regulations.

SECTION 2: FINDINGS REGARDING PLANNED DEVELOPMENT OVERLAY

- A. That the Applicant Developer has applied for a ~~Mixed Use~~ Planned Development Amendment (MUPD) of the lands described in "Exhibit A";
- B. That the zoning district of the subject land described in "Exhibit A" is classified as NMU-7 Planned Development (PD) and C-3 on the City of Wildwood Zoning Map. The Project was an approved PD prior to the City adopting new its current Land Development Regulations and zoning map;
- C. That the Project is consistent with ~~both~~ the City of Wildwood Comprehensive Plan, the intent and purpose of the City of Wildwood Land Development Regulations, and does promote the public health, safety, morals, welfare, and orderly growth of the City of Wildwood;
- D. That the City of Wildwood Land Development Regulations are consistent with the provisions of the "Planned Development Agreement" as hereinafter set forth in Section 3 of this Ordinance. With respect to any conflict between the Land Development Regulations and the "Planned Development Agreement," the provisions of the "Planned Development Agreement" shall govern. Unless specific conditions are included in the "Planned

Development Agreement” waiving or replacing the terms and conditions of the Land Development Regulations, the terms and conditions of the most current Land Development Regulations shall prevail; ~~and~~.

- E. This Ordinance shall become effective immediately upon its approval and adoption by the City Commission.

SECTION 3: PLANNED DEVELOPMENT AGREEMENT: GENERAL PROVISIONS

- A. Development Concept. The Project shall be developed as a Planned Development substantially in accordance with this Ordinance. This Planned Development Agreement shall govern the development of the Project.
- B. Conceptual Development Plan. The Project includes a conceptual development plan pursuant to Section 8.4 of the Land Development Regulations. The Master Concept conceptual development Pplan prepared by ~~HRGreen-Morris Engineering & Consulting, LLC~~ dated ~~April 14, 2014 (revision date)~~June 23, 2021~~May 26~~16, 2022 as amended, is incorporated into this Ordinance as “Exhibit B” attached hereto. The Master Concept conceptual development Pplan is substantially consistent with City of Wildwood Comprehensive Plan.

- 1) The Master Concept conceptual development Pplan illustrates the general location of the following land uses:

- a. Commercial Retail;
~~_____ Commercial Office and Medical facilities;~~
- b. Industrial
- b. ~~_____ Institutional~~
- c. Single Family Residential~~Detached~~;
- e.d. Single Family Attached
- d. ~~_____ Multi-family Residential~~; and
- e. Townhomes/Villas
- f. Apartments/Condominiums; and
- g. Amenity Area
- e. ~~_____ Parks/Recreation~~

- 2) The ~~conceptual development~~Master Concept Pplan is conceptual in nature and may be affected or modified by final zoning approval and conditions, ~~by compensating~~

storage capacity in flood prone areas, final wetland or protected species locations and jurisdictional boundaries, final engineering, permitting, surveys, or conservation easements. by floodplain management regulations, final wetland or protected species locations and jurisdictional boundaries, final engineering, permitting, surveys, or conservation easements. If there are any inconsistencies between the written ordinance and the Master Concept Plan, the written ordinance will supersede.

C. Development Program. The Project shall be developed in ~~three (3)~~ phases as shown on the Master Concept Plan in accordance with the conceptual development plan, Pplan, and this Section.

1) Residential Development. The residential component of the Project shall contain a mix of two (2) or more of the following housing types:

a. Single Family Detached (SFD)

b. Single Family Attached (SFA)

c. Apartments/Condominium Buildings (ACB)

e.d. Townhomes/Villas

e. Land Use Breakdown. Acreages devoted to each land use over the life of the Project shall be in accordance with the following table:

<u>Land Use</u>	<u>Total (Acres)</u>
<u>Residential (Category A)</u>	<u>308.13 (79.56%)</u>
<u>Commercial Retail/Industrial* (Category B)</u>	<u>25.18 (6.50%)</u>
<u>Recreational (Category D)</u>	<u>48.34 (12.48%)</u>
<u>CR 462 Re-Route ROW</u>	<u>5.62 (1.45%)</u>
<u>Total</u>	<u>387.29</u>

* Industrial uses are limited to Commercial Parcel 1 as depicted on the Master Concept Plan. Allowable uses will be limited to Light Industrial Uses as designated within the City of Wildwood Land Development Code and the square footage allocated to industrial will be determined utilizing the Land Use (Trip) Equivalency Matrix, further defined below, by converting Commercial Retail Uses.

The below table breaks down the open space provided within the development. The above numbers are inclusive of these acreages and may be subject to slight deviations during the design and development stages. The Development will maintain a minimum of 96.82 acres (25%) open space throughout the life of the project.

<u>Wetlands & Buffers</u>	<u>33.60</u> <u>(8.68%9.43%)</u>
<u>Lakes (50% of Dry Retention Pondsof Retention Ponds)</u>	<u>25.26</u> <u>(6.52%)9.04</u> <u>(2.54%)</u>

<u>Other Open Space (As Identified in Exhibit B – Master Concept Plan)</u>	<u>88.2871.15</u> <u>(22.79%19.96%)</u>
<u>TotalOther Open Space</u>	<u>147.1413.79</u> <u>(37.9931.92%)</u>

Additional acreage within the Project Development area consists of the remaining 50% of the ~~dry~~ retention areas, ~~wet retention areas~~, proposed amenity area, and rights-of-way.

- 2) ~~Land Use Breakdown.~~ Acreages devoted to each land use over the life of the Project shall be in accordance with the following table:

Land Use	Total (Acres)
Commercial Retail	24.90125.1 89.57
Office / Medical facilities	10.00
Single Family Residential	164.40293. 17352.26
CR 462 Re-Route ROW	9.85
Total	387.29

The below table breaks down additional land uses located within the commercial and residential areas noted above. The above numbers are inclusive of these additional breakdowns and may be subject to slight deviations during the design and development stages.

<u>Wetlands & Buffers</u>	<u>31.8333.61</u>
<u>Multi-family Residential</u>	<u>42.40</u>
<u>Parks/Recreation</u>	<u>11.90</u>
<u>Lakes</u>	<u>50.51</u>
<u>ROW & Dedications</u>	<u>37.54</u>
<u>Other Open Space</u>	<u>112.36</u>
Total	253.60387. 29

Note: There are 176.80 acres within the project that consist of drainage retention areas, open space, wetlands, and right-of-way for a total project area of 430.40 acres.

- 3)2) Maximum Development Potential. Residential and non-residential development within the Project shall not exceed the following:

Non Residential:

Land Use	Max Total Building Square Feet (SF)
Commercial Retail	222,000162,000
<u>Industrial</u>	
<u>Office / Medical facilities</u>	40,000

Depending on market demands, the Land Use (Trip) Equivalency Matrix may be utilized to convert Commercial Retail to other non-residential uses as allowed within the Oxford Neighborhood Mixed Use (ONMU) land use as well as Light Industrial Uses within Commercial Parcel 1, as identified on the Master Concept Plan. At no time can the acreage, as identified in the Land Use Table, allocated to Commercial Retail Use be adjusted without modifying the PD Agreement.

the non-residential portion of the project may develop according to a sliding scale between non-residential mixes provided the maximum caps are not exceeded and the Project meets the minimum requirements of the Oxford Neighborhood Mixed Use (ONMU) land use.

Residential:

Land Use	<u>Maximum Minimum Units</u>	<u>Maximum AcreageUnit s</u>
Single Family Detached (SFD)	<u>900650</u>	<u>480735</u>
Single Family Attached (SFA) <u>and Apartments/Condominium BuildingsVillas/Townhomes</u>	<u>6750</u>	<u>45248</u>
<u>Apartments/Condominium Buildings</u>	<u>0</u>	<u>277</u>
<u>TOTAL</u>	<u>650</u>	<u>1,260</u>

Depending on market demands, the residential portion of the Project may develop according to a sliding scale between single family detached, single family attached, villas/townhomes and apartment or condominium multi-family residential acres and unit counts. The maximum number of residential units shall not exceed 1,260, unless the Land Use (Trip) Equivalency Matrix is utilized to convert other uses to residential. maximum number indicated. 1000. However, market demands may warrant a shift between the percentage-number of single family detached, attached, villas/townhomes and multi-family unitsuses. Apartment/condominium and single family attached, villas/townhomes allocations may be interchanged; however, the combined allocation between the two categories shall not exceed 820 units. The residential portion of the projects shall meet the minimum requirements of the Oxford Neighborhood Mixed Use (ONMU) land use.

- 3) Land Use (Trip) Equivalency Matrix. Land uses may be converted in accordance with the following Table provided doing so does not conflict with the requirements of the allowable uses in the Oxford Neighborhood Mixed Use (ONMU) land use. At no time can the Land Use (Trip) Equivalency Matrix be utilized to alter the acreages of Land Uses as designated in this PD. The coefficients are based on the trip generation, per the Institute of Transportation Engineers Trip Generation Manual, 10th Edition.

Land Use		CHANGE TO					NOTES	
		Residential, Single Family	Residential, Townhome/Villa (Per Unit)	Residential, Apartment/Condo (Per Unit)	Retail/ Commercial (1,000 SF)	Light Industrial (1,000 SF)	ITE Code	PM Peak Rate
CHANGE FROM	Residential, Single Family	N/A	1.77	2.25	0.26	1.57	210	0.99
	Residential, Townhome/Villa (Per Unit)	0.56	N/A	1.27	0.15	0.89	220	0.56
	Residential, Apartment/Condo (Per Unit)	0.44	0.79	N/A	0.12	0.7	221	0.44
	Retail/ Commercial (1,000 SF)	3.81	6.8	8.66	N/A	6.05	820	3.81
	Light Industrial (1,000 SF)	0.63	1.13	1.43	0.17	N/A	110	0.63

As development needs arise, amendments to the land use (trip) equivalency matrix may be carried out through approval of an updated matrix incorporated as an exhibit to the Planned Development Agreement.

- 4) All signage identifying the project, located adjacent to US N 301, CR 462 and CR 209 shall comply with the City of Wildwood Land Development Regulations and Design District Standards. A Master Signage Plan shall be provided as Exhibit D, and in accordance with 3.(c)(6)
- ~~1. 3.24.(E)(1)(4) Double faced signs — Modify for the allowance of a sign with two faces and less than 24" apart or less than 24" apart or less be considered as two signs for the projects main entrance on US301 to allow this to be considered one sign.~~
- ~~2. 3.24.(E)(4)(2) — Allow permanent sign on a parcel in a residential use to be illuminated by external, indirect illumination to allow subdivision monument signage illumination.~~
- ~~3. 3.24.(E)(18)(3) — Allow one monument sign at each development entrance for the individual subdivision within the overall development.~~

- D. All signage identifying the project, located adjacent to US N 301, CR 462 and CR 209 shall comply with the City of Wildwood Land Development Regulations and Design District Standards.
- E. Amendments. All modifications requiring an amendment to the Planned Development Agreement shall require review by the Project Review Committee, review and recommendation of the Planning and Zoning Board and action by the City Commission in the same manner as an Application for Planned Development.
- ~~D. The Development Services Director, or designee, shall have the authority to approve non-substantial changes to the conceptual development plan without a public hearing. The determination of what constitutes a non-substantial change shall be at the Development Services Director's discretion. All modifications requiring an amendment to the Planned Development Agreement shall require review and recommendation of the Planning and Zoning Board and action by the City Commission in the same manner as an Application for Planned Development.~~
- F. Future Approvals. After this Ordinance is recorded, and prior to any construction occurring, a site plan or subdivision ~~preliminary~~improvement plan shall be submitted for review and approval in the manner required by Chapter 4 or Chapter 5 of the Land Development Regulations, whichever Chapter is applicable:
- ~~E.~~
- 1) Developer's Agreement. Prior to approval of a site plan or a subdivision ~~preliminary~~improvement plan, the City and the Developer agree to enter into Utility or Developer's Agreements to address the provision of water, wastewater and reuse water to the Project. The agreement shall also specify, among other items, the ownership and maintenance of infrastructure associated with the Project.
- G. Principal Uses. The following uses shall be allowed within the Project.
- 1) All permitted and special exception uses listed in Chapter 3, Table 3-6 of the Land Development Regulations for the NMU-7 zoning district.
 - 2) Wholesaling, warehousing, bulk storage or distribution establishments and similar uses
 - 3) Research laboratories and associated activities
 - 4) Light manufacturing, assembling, processing or fabricating
 - 5) Manufacturing of nonhazardous materials
- ~~Principal uses (P) and Special Exception (SE) uses listed in Chapter 3, Table 3-6 of the Land Development Regulations for the Neighborhood Mixed Use - 7 (NMU-7) zoning district shall be allowed.~~
- ~~a. 2) Medical facilities such as hospitals that meet the Conditional Use criteria prescribed in Section 3.8 of the Land Development Regulations shall also be allowed.~~

F.H. Development Standards. Unless otherwise noted, the Project shall adhere to the zoning district standards prescribed in Chapter 3 of the Land Development Regulations for the Neighborhood Mixed Use - 7 (NMU-7) zoning district.

1) Residential Standards

a. Single Family Attached Villas/Townhomes and Apartment/Condominium Buildings: ~~The minimum distance between structures shall be 20 feet.~~

i. Minimum Size – 640 SF

a.ii. Minimum Lot Width – 20 feet

b. Single Family Detached:

i. Minimum Lot Size – ~~5,500~~4,400 SF

~~ii.~~ Minimum Lot Width – 50-40 feet

iii. c. Setbacks:

1. Front – 15 foot setback from primary structure and 20 foot setback for garages

2. Sides – ~~5 feet setback on lots less than 7,500 SF and 10 foot setback on lots over 7,500 SF~~

3. Side Setback on Secondary Road – 10 feet

4. Rear – 15 feet

5. Multi-Family Building Separation – 10 feet minimum

2) Non-Residential Standards

Non-residential standards shall follow the current regulations for the City of Wildwood.

The Florida Energy Conservation Code 2017 edition and the Florida Plumbing Code 2020 edition will be used in the design of the project. or the then-current edition of such codes at the time of building permit submission if such codes have been updated between the Effective Date of this Agreement and such time, will be used in the design of the project.

I. Design District Standards. Unless otherwise noted, the Project shall adhere to the Community Design District Standards applicable pursuant to section 6.12 of the Land Development Regulations.

H.

H.J. Recreation and Open Space. The Project shall include the open spaces depicted on the Master Concept Plan and shall maintain a minimum of 25% ~~(107.7 acres)~~ open space as noted in the Design District Standards.

1) Parks and Recreation. The Project shall include common areas which may include open spaces for passive recreation, a pool, and a clubhouse. The Amenity area is noted on the Master Concept Plan.

4)2) Buffers.

- a. The Project shall contain a minimum 10 foot perimeter landscape buffer along US 301, C-462, ~~realigned section of C-462. No landscape buffer shall be required along~~ CR 209 and CR 232. ~~However, additional right-of-way shall be provided to the City by the Developer.~~ In lieu of the required buffer along CR 209 & CR 232, a decorative wall ~~shall~~ may be constructed.
- b. The Project shall contain 10 foot wide interior landscape buffers between changes of use.
- c. The Project shall contain 25 foot wide upland landscape ~~landscape~~ buffers adjacent to wetlands.
- d. Any on site booster pumps, tanks, or lift stations needed to serve the Project shall be screened, buffered and located outside of the perimeter buffer.

2)3) Open Space. Open space shall include wetlands, preservation areas, greenspace, and landscape buffers. Open space may also include trails, plazas, courtyards, and other public similar public areas. Open space may also include recreation areas and amenities provided said amenities or area is not enclosed within air conditioned space. For purposes of meeting open space requirements, up to 50% of the drainage retention areas ~~(stormwater management areas)~~ may be included in the open space calculation; however, the amount of open space credit from the drainage retention areas shall not exceed 50% of the open space requirement. A Community Development District (CDD), homeowner's association, adjoining property owners or other private entity must maintain all such elements. Open space shall not include open bodies of water, ~~rights-of-ways~~, yards or lots of record per plat, driveways, off street parking areas or other impervious surface areas that do not meet the criteria.

J.K. Environmental Considerations.

1) Gopher Tortoise Survey. Prior to development of the site, the Developer shall conduct a 100% survey for gopher tortoises.

- 2) Wetlands. Developer is required to submit an updated Formal Determination of Wetlands and Other Surface Waters from the Southwest Florida Water Management District.

K.L. Public Facilities.

- 1) Potable Water, Wastewater, and Reuse Water. The Project shall be connected to the City's Potable Wwater and Sanitary Sewer wastewater systems prior to issuance of any Ccertificates of Ooccupancy-being-issued. The Project will also connect to the City's reuse water system prior to certificates of occupancy being issued, if available. Expansion of the City's Potable Water and Sanitary Sewer systems, including necessary utility easements, -shall be negotiated by a separate Developer's Agreement between the City and the Developer. Said agreement shall specify cost, ownership and maintenance, and timetables for delivery of services.
- 2) Solid Waste. Solid waste services shall be provided by the City or the City's contracted refuse service provider.
- 3) Stormwater. The Project shall contain a stormwater management system which meets the requirements of the Southwest Florida Water Management District, and Chapter 6, Ssection 6.4 of the City's Land Development Regulations.
- 4) Underground Utilities. All on site utilities shall be underground. Developer is responsible for running utilities underground for the Project. The City shall insure that any utilities within any public utilities easement serving lands other than the Planned Development shall be underground.
- 5) Lighting. Exterior lighting of all buildings and parking lots shall be designed so that light is not directed off the Project. Exterior light fixtures should be fully shielded or designed with light-angle cut-offs so as to eliminate spill light, trespass light, and glare. Lighting throughout the Project will comply with the requirements set forth in the City Land Development Code and Design District Standards.
- 6) Transportation Concurrency: The responsibility to fund the improvements listed in Section L of this ordinance will be the responsibility of the Applicant/Developer. These improvements were identified in the Traffic Impact Analysis approved by Sumter County Public Works and are attached as Exhibit C.
- 7) Fire. The Florida Fire Prevention Code, 7th Edition applies to this development design.
- 8) Police. All traffic control signals or devices must comply with the Florida State Statutes regarding the installation. All traffic control signals or devices must conform

to the manual and specifications published by the Florida Department of Transportation, to include but not limited to signs, size and height.

- 6)9) Easements. Project shall provide 20 foot Utility Easements along CR 209, CR 232 and the realigned C-462. See Exhibit "C." Buffer landscaping may be planted within the easement. No tap root bearing trees are allowed in the easement. If the City needs to perform maintenance in the easement, the City is not responsible for damages or replacement of landscaping. All easements shall be approved by the City. as long as proper spacing is provided in order to avoid conflicts.
- 7)10) Right-of-Way. Developer shall donate right-of-way along CR 209 and CR 232 to provide a total of 50 feet from centerline. See Exhibit "C."

L.M. Access and Transportation.

- 1) Access. Project access will be provided pursuant to the attached Master Concept Plan and Exhibit C, which consists of the following: ThreeProject may provide Up to two (32) right-in/right-out access drivewayspoints on US 301 for commercial areas, four (4) full access pointsdriveways on C-462 realignment for commercial and office areas, two (2)one (1) right-in/right-out access pointsdriveway on C-462 realignment, for residential areas. The Project may also provide two (2) access points on CR 232, two (2) and one (1) full access driveway points on CR 209, and two (2) access points on C-462 realigned for the residential areas. Internal cross-access shall be provided between land uses. Driveway permits for access on to C-462 shall be obtained through Sumter County. Driveway permits for US 301 shall be obtained through the Florida Department of Transportation (FDOT). Driveway permits for CR 209 and CR 232 shall be obtained through the City of Wildwood. The Developer shall be responsible for milling and resurfacing of CR 209 adjacent to the development after all improvements are made.
- 2) Transportation System Improvements. The Developer shall be responsible for the following improvements, as shown in Exhibit C, which may be subject to impact fee credits from Sumter County. The Developer shall be fully responsible for the following improvements to the transportation system to mitigate transportation impacts of the Project. TheseAny additional These improvements were will be are identified in the Traffic Impact Analysis accepted with conditions by Sumter County Public Works on 5/4/2022. to be submitted with the Planned Development application:
 - a. a. Construction of 315-foot westbound left turn lane, a 180 foot eastbound left turn lane and a 155 ft. westbound right turn at CR 462 (realigned) & Access Driveway A.
 - b. Construct 350 ft. right turn lane at Access on Twisted Boulevard.

- c. Construct a 430 ft. northbound left turn lane and a 180 ft. southbound left turn lane at CR 462 (realigned) & Access Driveway B.
- d. Construct a 155 ft. eastbound right turn lane and a 155 ft. westbound right turn lane at CR 462 (realigned) at Access Driveway D.
- e. Construct 240 ft. southbound right turn lanes on US 301 at Access Driveways E, F, and G.
- f. Construct 240 ft. right turn lanes on all three right in/right out driveways on US 301 and on CR 462 (realigned).
- g. Re-time the traffic signal controller for the following intersections: US 301 & CR 466 and US 301 & CR 462/CR216.
- h. Convert the intersection of US 301 and CR 462 north/CR 126 to a directional median opening with northbound and southbound left turn movements.
- i. Improve US 301 and CR 462/CR 462 (Realigned) by the following:
- j. Construct 350 foot eastbound dual left turn lanes (including a 50 foot taper)
- k. Construct an eastbound through turn lane
- l. Construct a 155 foot eastbound right turn lane
- m. Restripe existing Westbound left turn lane to a through lane
- n. Restripe existing striped median to a 240 foot westbound left turn lane
- o. Extend existing northbound left turn lane to 445 feet
- p. Construct a second 445 foot northbound left turn lane (including a 50 ft. taper)
- q. Construct a second 340 foot southbound left turn lane (including a 50 ft. taper)
- r. Construct a 240 foot southbound right turn lane (including a 50 ft. taper)
- s. Construct a second eastbound lane on CR 462 to accommodate southbound dual left lanes
- t. Retime the signal controller
- a. Upgrade the existing span wire signal to a mast arm signal
- u.

- 2) g. The Developer shall donate sufficient right-of-way and construct ~~a two lane and 4-lane~~ roadway segments for the realignment of C-462, pursuant to the Master Concept Plan. Sufficient right-of-way will be based on the C-462 Preliminary Engineering Study conducted by Sumter County provided there is no updated design information provided by Sumter County before construction of the realignment. Developer will install a temporary traffic light at the intersection of US301 and the new CR462 extension to accommodate the new east bound traffic on CR462. If the County has already begun working on the permanent Traffic Signal System for the US301 and new CR462 Intersection, Developer will not be required to install a temporary traffic light. Developer will pay the City of Wildwood the amount of Two Hundred Thousand (\$200,000) Dollars to be utilized by the City as part of the CR209

~~Improvements that run the entire length of the development's property line. The City will submit a request for payment upon the CR209 Improvement Project being approved by the City Commission. The funds stated can only be used for roadway improvements on CR209 that is adjacent to the development's property line. Developer shall donate right-of-way along CR 209 and along CR 232 to provide a total of 50' from centerline.~~

3) _____

3) ~~h.b.~~ Individual development pods and land uses shall be interconnected by a series of roadways and trails within the Project. Internal roadways and trails shall be developed in accordance with the ~~Master Concept conceptual development P~~plan and the typical roadway provided for local roads.

4) _____

4) ~~i. c.~~ The Project shall provide a system of ~~, multi-use trails consisting of unpaved nature trails around the wetland areas, five (5) foot wide sidewalks to be provided on both sides of internal roadways and a five (5) foot sidewalks on one side of the street and a 10 foot wide multi-use path on the opposite side of realigned the main spine road/CR 462 on both sides of streets~~ that encourage walking and bicycling within the development as shown on the ~~Master Concept conceptual development p~~Pplan.

5) _____

5) ~~j. d.~~ Golf carts. Golf carts may be allowed to utilize the multi-use paths ~~and CDD owned roadways~~ within the Project pending final engineering approval at the time of site plan. ~~The City reserves the right to deny use of golf carts within the Project should such use present a safety concern.~~

6) _____

7) ~~k. e.~~ Gates. A portion of the residential development areas, including the single-family, apartment/condominium and villa/townhome areas, may be gated to restrict access to residents only. ~~Development entrance at CR 209 may have a faux be gated.~~

M.N. Maintenance of Common Areas. Maintenance and repair of structures, ~~paved areas (internal roadways and parking)~~, lawn mowing, and landscaping maintenance of all common areas within the Project shall be the responsibility of the ~~property owner~~Twisted Oaks CDD or its designee such as a property owners association, at no cost or obligation to the City. ~~In the event of noncompliance with the City Land Development Regulations, the City maintains the right to enforce same against the Developer, its successors or assigns, as may be applicable, by and through its code enforcement procedure and special magistrate.~~ The Developer shall provide guidelines to the City for approval, not to be reasonably withheld, conditioned or delayed, for the maintenance of common areas. The City will be granted the right to enforce the common areas maintenance obligations against the ~~Developer, property owner~~ as may be applicable, and to be reimbursed for the

reasonable attorney's fees, costs and expenses, as may be reasonably incurred by the City.

N.O. Enforcement of Rules and Regulations. For the maintenance of the common areas referenced in Section 3(M) above, the applicable provisions in the Guidelines: (i) shall be made applicable to the Project; and (ii) shall be reviewed/approved by the City of Wildwood and a certificate of occupancy being issued for completed improvements; and (iii) will provide that the City of Wildwood shall have the right, but not the obligation, to enforce such maintenance obligations against a violating party and that the City should be entitled to reasonable attorney's fees and costs for enforcement regardless of whether or not a suit has been filed.

O.P. Impact Fees. The Planned Development shall be subject to all impact fees applicable at the time of permitting. All impact fees are to be paid before issuance of any building permit. Proof of Sumter County impact fees paid shall be provided to the City of Wildwood. Any applicable impact fees adopted by the City of Wildwood, Sumter County or the Sumter County School Board prior to issuance of building permits shall also be applicable to the Planned Development.

P.Q. Expiration of Planned Development Agreement. Significant Actual construction must begin within the Project boundary (as legally described in Exhibit A) Planned Development within 24 months of the final adoption of ~~the this~~ Planned Development Agreement. If no significant construction has started on the approved Project Planned Development within 24 months, the Planned Development shall lapse and be of no further effect. The City Commission may extend the Planned Development for periods of up to twelve (12) six (6) months provided the applicant can show good cause why said the Project was delayed under the originally approved Planned Development Agreement. However, the City Commission shall not allow extensions beyond 84 48 months after the effective date of this Ordinance.

SECTION 4: SEVERABILITY

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

SECTION 5: EFFECTIVE DATE

This Ordinance shall be effective upon adoption during the second and take effect upon its final reading by the ~~City Commission of the~~ City of Wildwood City Commission.

PASSED AND ORDAINED in regular session of the City Commission of the City of Wildwood, Sumter County, Florida, this _____ day of _____, 2022~~17~~.

CITY COMMISSION

6/10/2022 _____ 15

SEAL

CITY OF WILDWOOD, FLORIDA

Ed Wolf, Mayor

ATTEST: _____
~~Cassandra Lippincott~~Susan Patterson, City Clerk

First Reading: _____

Second Reading: _____

Approved as to form:

~~Ashley Hunt~~, City Attorney

Vicki Vernon

I have 2 properties on County Road 209. I only received one letter.

I am submitting a letter for the 2 properties.

8122 CR 209

8104 CR 209

I don't understand why there is a meeting on July 5th at 2:15 ?? Most people work during the day, and I will not be able to attend.

Vicki Vernon



City of Wildwood, Florida
PUBLIC NOTICE
 Development Services Department
www.wildwood-fl.gov

June 17, 2022

VERNON VICKI FORT TTEE
 8122 CR 209
 WILDWOOD, FL 34785

Your Parcel Number(s): C36-019

THIS LETTER IS TO INFORM YOU OF A PUBLIC HEARING FOR A PROPERTY NEXT TO YOURS
NO CHANGES WILL BE MADE TO YOUR PROPERTY

TO: Property owners next to property which is being considered by the Planning & Zoning Board/Special Magistrate for approval and favorable recommendation to the City Commission of Ordinance O2022-44. This Ordinance amends the established O'Dell Planned Development overlay for the Twisted Oaks development.

OWNER: KL Twisted Oaks, LLC
 APPLICANT: Kolter Group Acquisitions, LLC
 CASE NUMBERS: PD 2106-002
 PROJECT: Twisted Oaks

The subject property is located on the west side of N US 301 and is bordered on the south by W. Clark St., on the east by CR 209, and on the north by EC 462 from CR 209 to approximately .63 miles west of N US 301.

A public hearing before the City of Wildwood Planning & Zoning Board/Special Magistrate will be held in the City Hall Commission Chamber, 100 North Main Street, Wildwood, FL on Tuesday, July 5, 2022 at 2:15 p.m. or immediately following the LPA.

The recommendations of the Planning and Zoning Board/Local Planning Agency/Special Magistrate will be presented to the City Commission at a public hearing to be held in the City Hall Commission Chamber on Monday, July 25, 2022 at 7:00 p.m.

Written comments submitted will be heard. Hearings may be continued from time to time as found necessary. Please return this form to: City of Wildwood, Development Services Department, 100 N. Main Street, Wildwood, FL 34785. Questions should be directed to the Development Services Department at (352) 330-1334.

APPEAL: NECESSITY OF RECORD. In order to appeal the Commission's decision in this matter, a verbatim record of the proceedings is required. The City Commission and the City of Wildwood assume no responsibility for furnishing said record.

☐ I support this request.

☐ I do not object to this request.

☒ I do not support this request for the following reason(s) congestion / Rural Community

conservation of the land, preserve the wetland & wildlife.

The City of Wildwood, Florida
 100 North Main Street, Wildwood, Florida 34785
 352.330.1330 | Fax: 352.330.1338 | www.wildwood-fl.gov



City of Wildwood, Florida
PUBLIC NOTICE
 Development Services Department
www.wildwoodfl.gov

June 17, 2022

→ Vicki Vernon
 8104 CR 209
 Wildwood FL
 Your Parcel Number(s):

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NO CHANGES WILL BE MADE TO YOUR PROPERTY

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A public hearing before the City of Wildwood Planning & Zoning Board/Special Magistrate will be held in the City Hall Commission Chamber, 100 North Main Street, Wildwood, FL on ~~Tuesday, July 15, 2022 at 2:15 p.m.~~ on immediately following the LPA.

The recommendations of the Planning and Zoning Board/Local Planning Agency/Special Magistrate will be presented to the City Commission at a public hearing to be held in the City Hall Commission Chamber on Monday, July 25, 2022 at 7:00 p.m.

Written comments submitted will be heard. Hearings may be continued from time to time as found necessary. Please return this form to: City of Wildwood, Development Services Department, 100 N. Main Street, Wildwood, FL 34785. Questions should be directed to the Development Services Department at (352) 330-1334.

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☐ I support this request.

☐ I do not object to this request.

☒ I do not support this request for the following reason(s):

congestion / Rural Community
 conservation of the land, preserve the wetland
 & wildlife.

The City of Wildwood, Florida
 100 North Main Street, Wildwood, Florida 34785

Roxann Read

From: SHELDON WALKER <narrowgate@embarqmail.com>
Sent: Friday, July 1, 2022 5:05 PM
To: Roxann Read
Subject: Twisted Oaks Project

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

To Roxann:

Per our conversation, unfortunately, my wife and I will not be able to attend the July 6th public hearing before the City of Wildwood Planning & Zoning Board. We Do Not support the Twisted Oaks Project (PD 2106-002). There are a number of issues surrounding the current community, which includes an inadequate infrastructure to support the potential traffic, as well as a lack of policing the current excessive speed down County Road 209. Furthermore, 209 is a known route used to transport drugs from Sumter to Marion County because of a lack of police presence. Overall, the flow of traffic and potential congestion on such a rural road will affect not only the current community, but new residents. It would seem that residents using that back entrance would be using it primarily to access I -75 as there is not much else in that direction of interest. It is not cut-through traffic I am concerned with, but more traffic from the actual residents of your new development on our road which is already inadequately patrolled and very difficult for us to take a safe walk down. People routinely drive 80+mph. We NEVER see Sumter county deputies on it. It makes more sense for your back exit to empty onto the already more direct-to-interstate and busy routes of county road 462 or 232 (Clark street), perhaps near where the current entrance on 232 already exists. Those of us living on 209 would be greatly disrupted by the significant traffic increases Twisted Oaks neighborhood will produce and it is simply not necessary to give your residents access to I -75. It would unnecessarily disrupt our way of life and would not be the most direct access for your residents. Right now it is a high speed drug corridor in to and out of Wildwood. If you intend to increase the traffic on our road, there is a great need to include sidewalks and drastically improve speed control with appropriate turn lanes and a roundabout. If you dump more people on to 209 and Wildwood does not take over policing this road, it is like dumping your trash on neighbors lawn and not taking care of it. Please consider the current residents in your decisions and staying off of 209 e, by emptying on to a more direct route to I 75.

Thank you for your time and consideration.

Respectfully,

Kayce and Sheldon Walker
8200 County Road 209
Wildwood, FL 34785

Roxann Read

From: Noble, Ron <Ronald.Noble@bipc.com>
Sent: Friday, July 1, 2022 3:47 PM
To: Roxann Read
Subject: RE: Twisted Oaks PD

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

Thanks Roxann:

Is the P&Z Board Public Hearing actually at 2:15 on July 5? I have never had a 2:15 Public Hearing before.

Primus Pipe and Tube just received the City's Notice for this Public Hearing, and we need additional time for discussions with Kolter on appropriate buffering and screening between these highly incompatible uses. How could the City staff possibly consider and approve proposed residential development immediately adjacent to the Primus heavy industrial current and future uses. This is why we have zoning in the first place, and these incompatible uses will cause significant conflict and problems for everyone going forward and in the future.

We respectfully request the July 5th P & Z Board Public Hearing be continued to a later date to allow all parties additional time to address the issues and concerns set forth above.

Thanks,
Ron

Ron Noble
Shareholder

401 E. Jackson Street
Suite 2400
Tampa, FL 33602
813 222 1175 (o)
ronald.noble@bipc.com

[vCard](#) | [Bio](#) | [BIPC.com](#) | [Twitter](#) | [LinkedIn](#)

Buchanan Ingersoll & Rooney PC

From: Roxann Read <rread@wildwood-fl.gov>
Sent: Friday, July 01, 2022 3:29 PM
To: Noble, Ron <Ronald.Noble@bipc.com>
Subject: Twisted Oaks PD

[This Email Originated From rread@wildwood-fl.gov Which Is External To The Firm]

Please see this [link](#) for Tuesday's P&Z agenda.

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

The case below was heard on Tuesday, July 5, 2022, by the Special Magistrate. The applicant seeks approval and favorable recommendation from the City of Wildwood Planning and Zoning Board/Special Magistrate for O2022-44. The site is bordered by N US 301, E C 462, CR 209 and W Clarke St.

Case # PD 2106-002 Twisted Oaks PD Amendment
Applicant Kolter Group Acquisitions, LLC
Owner KL Twisted Oaks, LLC

Under Land Development Regulation (LDR) § 8.2(E), the Planning and Zoning Board/Special Magistrate has a duty to make a recommendation to the City Commission on all proposed planned development amendments.

Based upon the testimony, evidence and information presented as to the criteria set forth in LDR § 8.2(G), the Special Magistrate recommends approval of the planned development amendment.

The Special Magistrate gives a favorable recommendation of Ordinance O2022-44 to the City Commission for final determination.

Dated: July 5, 2022



Lindsay C.T. Holt
Special Magistrate City of Wildwood

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: LDR Staff Revisions

REQUESTED ACTION: Special Magistrate recommends approval.

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

Case	LDR Staff Revisions 2022
Ordinance #	O2022-49
Applicant	City of Wildwood
Requested Action	Proposed revisions to the City of Wildwood Land Development Regulations
Date	6/20/22

Staff seeks approval from the City Commission to revise the City's Land Development Regulations.

Upon review of the Land Development Regulations, it was determined that the LDRs needed to be revised due to changes in the conditional use permit application, procedural changes, upcoming Comprehensive Plan changes, and updating and modifying some definitions. The proposed revisions are attached as Exhibit A and are listed by topic as Exhibit B.

On Tuesday, July 5, 2022, the case was considered by the Planning & Zoning Board/Special Magistrate. **Special Magistrate recommends approval of Ordinance Number O2022-49** and recommends the proposed revisions be forwarded to the City Commission for further action.



Roxann Read, AICP, CFM
Development Services Assistant Director

ORDINANCE NO. O2022-49

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA;
AMENDING THE LAND DEVELOPMENT REGULATIONS
OF THE CITY OF WILDWOOD, FLORIDA; PROVIDING FOR
CODIFICATION IN THE LAND DEVELOPMENT
REGULATIONS; PROVIDING FOR CONFLICT; PROVIDING
FOR SEVERABILITY; AND PROVIDING FOR AN
EFFECTIVE DATE.

WHEREAS, the City of Wildwood ("City") has identified several portions of the Land Development Regulations ("LDRs") that need to be updated;

WHEREAS, the City most recently updated and amended its LDRs, made effective on February 28, 2022;

WHEREAS, the City wishes to update its LDRs, as Amended on February 28, 2022 to revise and update standards;

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

SECTION 1. The amendments of the Land Development Regulations are shown in the attached "Exhibit A" with ~~strike through~~ for deletions and underline for additions.

SECTION 2. CODIFICATION. Codification of this Ordinance in the Code of Ordinances of the City of Wildwood is authorized and directed.

SECTION 3. CONFLICT. All ordinances or parts of ordinances in conflict herewith, be, and the same are hereby repealed.

SECTION 4. SEVERABILITY. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a Court or competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of said Ordinance.

SECTION 5. EFFECTIVE DATE. This Ordinance shall be effective upon adoption during the second and final reading by the City of Wildwood City Commission.

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

**CITY COMMISSION
CITY OF WILDWOOD, FLORIDA**

Ed Wolf, Mayor

ATTEST: _____
Susan Patterson, City Clerk

First Reading: _____

Second Reading: _____

Approved as to form:

City Attorney

EXHIBIT A

Decisions of the Project Review Committee may be appealed to the Board of Adjustment in accordance with section 1.11 of the LDRs.

(C) *Project Review Committee Coordinator.* The Development Services Director shall be the liaison between the PRC and the Planning and Zoning Board and shall act as the Project Review Committee Coordinator. The PRC Coordinator shall have the following duties:

- (1) Receive all applicable applications and review each application for ~~sufficiency~~completeness. ~~The applicant shall be notified of the PRC meeting within seven (7) days of the application being deemed sufficient;~~
- (2) Process all applicable applications to ensure compliance with this Code. The application shall be forwarded to the appropriate members of the PRC for their review;
- (3) Record and make available to the public meeting minutes of the PRC;
- (4) Present the recommendations of the PRC to the Planning and Zoning Board; and
- (5) Approve, approve with conditions, or deny minor lot splits, subdivision preliminary plans, and minor site plans.

Decisions of the Project Review Committee Coordinator may be appealed to the Board of Adjustment in accordance with section 1.11.

(D) *Membership.*

- (1) *Voting Members.* Voting members review, comment, recommend, and vote. The following positions comprise the voting membership of the PRC:
 - (a) City Manager
 - (b) Development Services Director – PRC Coordinator
 - (c) Police Chief
 - (d) Public Works Director
 - (e) Utilities Director
- (2) *Advisory Members.* Advisory members may provide input and recommendations but do not vote. Attendance of advisory members at PRC meetings is on an as-needed basis as determined by the PRC Coordinator. The following positions and entities comprise the advisory membership of the PRC:
 - (a) City consulting engineer;
 - (b) City Attorney;
 - (c) Building Services Director;
 - (d) Sumter County Fire Chief / Villages Public Safety;
 - (e) Representative of the applicable utility providers (electric, gas, etc.);
 - (f) Representative from Sumter County; and
 - (g) Representative from the Sumter County School Board.
- (3) *Other members.* The PRC Coordinator may request the attendance of other entities to represent areas of expertise and concern not represented by voting or advisory members. This may include, but not be limited to, the following:
 - (a) Lake-Sumter Metropolitan Planning Organization (LSMPO)
 - (b) Southwest Florida Water Management District (SWFWMD)
 - (c) Florida Department of Transportation (FDOT)
 - (d) Florida Department of Environmental Protection (FDEP)

- (i) City Commission (First Reading)
 - (ii) City Commission (Public Hearing)
- (2) Comprehensive Plan Amendment (CPA) (Chapter 1):
 - (i) Local Planning Agency (Planning & Zoning Board).
 - (ii) City Commission (Transmittal Hearing for Large Scale, First Reading for Small Scale)
 - (iii) State agency review (30 Days Required for the State to Review).
 - (iv) City Commission (Adoption Hearing)
- (3) Rezoning (Chapter 3):
 - (i) Project Review Committee (Planned Developments only).
 - (ii) Planning & Zoning Board.
 - (iii) City Commission (First Reading)
 - (iv) City Commission (Adoption Hearing)
- (4) Conditional Use permit (Chapter 3):
 - (i) Project Review Committee
 - (ii) Planning & Zoning Board
 - (iii) City Commission
- (5) Temporary Use Permit (Chapter 3)
 - (i) Development Services Director
- (6) Variance or special exception use (Chapter 3):
 - (i) Planning & Zoning Board
- (7) Site Plans (Chapter 4):
 - (i) Project Review Committee (Minor Site Plans may only require PRC).
 - (ii) Planning and Zoning Board
 - (iii) City Commission
- (8) Minor Site Plan (if applicable):
 - (i) Project Review Committee
- (8)(9) Subdivisions (Chapter 5):
 - (i) Preliminary Plan (may be combined with (b) Improvement Plan at applicant's risk):
 - (i) Project Review Committee
 - (ii) Improvement Plan:
 - (i) Project Review Committee
 - (ii) Planning & Zoning Board
 - (iii) City Commission
 - (iii) Final Plat:
 - (i) Project Review Committee
 - (ii) Planning & Zoning Board
 - (iii) City Commission
 - (iv) Re-Plat:
 - (i) Project Review Committee
 - (ii) City Commission
 - (v) Minor Lot Split:
 - (i) Project Review Committee
- (9)(10) Planned Development (Chapter 8):
 - (i) Project Review Committee
 - (ii) Planning & Zoning Board
 - (iii) City Commission (First Reading)

(iv) City Commission (Adoption Hearing)

- (C) *Chapter 163 Agreement.* Projects which are subject to an executed 163 Agreement pursuant to and consistent with the procedure outlined in F.S. § 163.3220-163.33243 and which have obtained master development plan approval may only require Project Review Committee review and approval, unless otherwise required by law or statute.

1.15. Application Review.

The Development Services Department shall review all applications for sufficiency as expeditiously as possible ~~within seven (7) days of receipt~~ and will be scheduled the same for the next available public hearings based on the type of application and the requirements of Section 1.14. Applications requiring the approval of the Development Services Director shall be processed and reviewed as expeditiously as possible.

1.16. Supplemental Regulations.

- (A) In addition to the requirements in this Code, all development shall meet all applicable requirements of other regulatory agencies and of other City ordinances.
- (B) *Water, sewer and reuse services.* The developer shall be required to connect to the City of Wildwood water, sewer and reuse system, when deemed available by the City Manager. All such lines shall be of the size and other specifications as required by the City.
- (C) *Closeout procedures.*
- (1) Prior to the acceptance of any privately or publicly maintained improvements, a registered professional engineer must certify in writing that the improvements were completed in accordance with the approved Improvement Plans and construction specifications. The City will provide the required forms and closeout checklists through the PRC Coordinator.
 - (2) The developer shall submit the required engineer's certification and all items on the closeout checklist prior to acceptance of the improvements by the City. The City's representative will, at the City's option, perform a site inspection, review all record survey drawings and test reports, and verify that all other development approval requirements, fees, etc. have been satisfied. If deficiencies are noted in the closeout documents, the City will provide a written letter listing items that need to be corrected. Once all items have been satisfied the City will accept the constructed improvements.
 - (3) The closeout procedures outlined above are required to be completed prior to the issuance of any certificate of occupancy for buildings associated with a development plan approval, the use of any constructed improvements by the general public, or the commencement of any warranty period required by the City.

1.17. Traffic Impact Statement/Analysis.

- (A) *Introduction and purpose.* A traffic impact statement/analysis is an important tool in the overall development planning process. It provides information which allows the City to evaluate the impact of a development, with respect to the need for roadway/intersection capacity, operational and safety improvements. It also helps establish mitigation measures for the impacts of a proposed development.
- (B) *Traffic impact statement/analysis required.* The City of Wildwood eliminated transportation concurrency as a requirement for development approval, in accordance with Chapter 163.3180(1) F.S.

However, the City recognizes the need to evaluate the impacts of proposed development to be able to demonstrate that the levels of service adopted can be reasonably met as required by the law. Accordingly, the City has chosen to continue to require a traffic impact statement or analysis as part of the development application process. The document must be prepared by a certified planner, licensed engineer or a qualified individual who has demonstrable knowledge and experience in transportation planning and engineering. A traffic impact statement (TIS) is required, pursuant to the requirements of this section, for comprehensive plan amendment applications and rezoning applications. A traffic impact analysis (TIA) may be required. A traffic impact analysis (TIA) ~~shall be~~ is required for planned development applications, site plan applications and improvement plan applications.

- (C) *Levels.* The level of analysis is determined by the application. The traffic impact statement is a one-page statement that shows details of the trip generation analysis. The traffic impact analysis is a full study that follows the requirements of the [Sumter County Traffic Impact Analysis Guidelines](#).

Adult day care: Any place, operated by a person, society, agency, corporation, institution, organization or any other group, which is compensated for housing adults over 18 years of age for group care, without a transfer of legal custody, and such care is for less than 24 hours per day and is provided on a regularly scheduled basis.

Age Restricted Development: A community/development project where the land is planned and developed to provide a community for persons 55 years or older and Community Support Districts. Community Support Districts are distinct mixed use areas with non-age restricted dwelling units within close proximity to age restricted dwelling units.

Alley: A private or public paved passageway between buildings or a passageway permitting access from a street to a garage or storage area.

Alteration of building: Any change in the supporting members of a building (such as load bearing walls, beams, columns and girders), any addition to a building or any change in a building resulting from the movement of the building from one location to another.

Alternative support structure: shall mean any manmade structure, except towers, including but not limited to buildings, power poles, light poles, clock towers, bell towers, steeples, water towers and the like, which allow for the attachment of antennas.

Animated sign means a sign which includes action, motion, or color changes, or the optical illusion of action, motion, or color changes, including signs using electronic ink, signs set in motion by movement of the atmosphere, or made up of a series of sections that turn, including any type of screen using animated or scrolling displays, such as an LED (light emitting diode) screen or any other type of video display.

Antenna: shall mean a device for radiating or receiving radio waves, including but not limited to all antennas integrated and used as a single unit, such as an antenna array.

Apartment or condominium building (ACB): means a structure or group of structures containing multiple dwelling units in which other dwelling units are located above or below it, and which any architectural feature integral to its design is connected with at least two or more adjacent similar dwelling units. ~~Units within apartment or condominium buildings are considered attached dwelling units.~~

Appeal: Means a request for a review of any decision or of the interpretation of any provision of this Code.

Applicant: A person who has submitted an application to the City.

Archaeological site: means a property or location within the City which has yielded or may yield information on the City's history or prehistory. Archaeological sites are evidenced by the presence of artifacts and features below the ground surface indicating the past use of a location by people.

Architect: Means an architect licensed to do business by the State of Florida.

Area of shallow flooding: means a designated AO or AH Zone on the Flood Insurance Rate Map (FIRM) with base flood depths from one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Area of special flood hazard: means the land in the floodplain within the City subject to a one-percent (1%) or greater chance of flooding in any given year. This term is synonymous with the phrase "special flood hazard area."

Arterial street: A street or roadway which is used primarily for fast or heavy volume traffic.

As-built plans: The final plans amended to include all locations, dimensions, elevations, capacities, capabilities and materials, as actually constructed and installed.

Assessed value: means the dollar value of an asset assigned by the Sumter County Property Appraiser for the purposes of taxation.

Assisted living facility (ALF): A facility where residents live in private units and receive assistance with limited aspects of personal care, such as: taking medication, bathing, or dressing. Units do not contain private kitchens, and meals are provided from a common dining area. Staff is on duty 24 hours per day. This definition does not include nursing homes, convalescent centers, community residential homes, or independent living facilities.

Attached sign means any sign attached to, on, or supported by any part of a building (e.g., walls, awning, windows, or canopy), which encloses or covers useable space.

Average finished grade means the lower of (a) the lowest elevation where the base of the sign meets ground level; or (b) the top of the curb of the nearest public street adjoining the property upon which the sign is erected, or (c) the grade of the land at the principal entrance to the lot on which the sign is located.

Awning means any secondary covering attached to the exterior wall of a building. It is typically composed of canvas woven of acrylic, cotton or polyester yarn, or vinyl laminated to polyester fabric that is stretched tightly over a light structure of aluminum, iron or steel, or wood.

Awning sign or *canopy sign* means any sign that is a part of or printed, stamped, stitched or otherwise applied onto a protective awning, canopy, or other fabric, plastic, or structural protective cover over a door, entrance, window, or outdoor service area. A marquee is not a canopy.

Bandit sign means the same as a snipe sign. See *Snipe sign*.

Banner shall mean a temporary sign made of wind and weather resistant cloth or other lightweight material, intended to hang either with or without frames or in some other manner as not to be wind activated, and possessing characters, letters, illustrations, or ornamentations applied to paper, plastic or fabric of any kind. Flags shall not be considered banners for the purpose of this definition.

Base flood: means the flood having a one percent chance of being equaled or exceeded in any given year (also called the “100-year flood” and the “regulatory flood”).

Base flood elevation: means the water-surface elevation associated with the base flood.

Basement: means any portion of a building having its floor sub-grade (below ground level) on all sides.

Beacon sign means a stationary or revolving light which flashes or projects illumination, single color or multicolored, in any manner which has the effect of attracting or diverting attention, except, however, this term does not include any kind of lighting device which is required or necessary under the safety regulations of the Federal Aviation Administration or other similar governmental agency. This definition does not apply to any similar type of lighting device contained entirely within a structure and which does not project light to the exterior of the structure.

Bed and breakfast means a residential structure with no more than six (6) sleeping rooms contained within and accessed from within the primary structure, which has been constructed or modified to serve as a short-term public lodging establishment. A bed and breakfast provides personalized accommodations and meal services to guests only.

Big box: means a retail store in which the building footprint exceeds 50,000 square feet on a single story.

Billboard: means an off-site commercial sign that directs attention to a business, commodity, service, entertainment, or attraction that is sold, offered or existing elsewhere than upon the lot where such sign is displayed.

Block: A piece or parcel of land which is usually surrounded by streets or possibly easements.

Block perimeter: means the distance in feet around a block. Block perimeters are measured by the amount (in feet) of parcel frontage on a street or easement.

Board of Adjustment: The City of Wildwood Board of Adjustment as provided for within this Code.

Child care facilities: Any place, operated by a person, society, agency, corporation, institution, organization or any other group, which is compensated for housing children under 18 years of age for group care, without a transfer of legal custody, and such care is for less than 24 hours per day and is provided on a regularly scheduled basis.

City: The City of Wildwood, Florida.

City Commission: The governing body of the City of Wildwood officially known as the Wildwood City Commission, including the mayor and other Commission members.

Clinic: A health facility or portion of a health facility where patients are not lodged overnight but are examined and/or treated by licensed dentists, physicians and/or other health care personnel.

Club, private: See "private club."

Code: The City of Wildwood Land Development Regulations (LDRs).

Code of Ordinances: The Code of Ordinances of the City Wildwood, Florida.

Collector street: A street which carries traffic from local streets to the arterial streets in residential and business areas. Such streets serve as linkages between land access and mobility. Traffic volumes and speeds are usually moderate.

Commercial message means any sign wording, copy, logo, or other representation or image that directly or indirectly names, advertises, or calls attention to a product, commodity, service, sale, sales event, activity, entertainment or other commercial activity.

Commission, City: See "City Commission."

Community residential home: A dwelling unit licensed to serve residents who are clients of the Department of Elderly Affairs, the Agency for Persons with Disabilities, the Department of Juvenile Justice, or the Department of Children and Families or licensed by the Agency for Health Care Administration which provides a living environment for 7 or more unrelated residents who operate as the functional equivalent of a family, including such supervision and care by supportive staff as may be necessary to meet the physical, emotional and social needs of the residents.

Comprehensive plan: The City of Wildwood comprehensive plan adopted by the City Commission and amendments thereto in compliance with the requirements of Florida statute.

Concurrency: A finding that the public facilities and services necessary to support a proposed development are available, or will be made available, concurrent with the impact of development.

Condominium: See "Apartment or condominium building."

Conforming lot: Any lawful lot which complies with the provisions of this Code and other applicable City ordinances.

Conservation easement: A right or interest in real property which is appropriate to retaining land or water areas predominately in their natural, scenic, open or wooded condition, retaining such areas as suitable habitat for fish, plants, or wildlife, or maintaining existing land uses; and which prohibits or limits the activities as described in Florida statute.

Construction: Shall mean the building, assembling, expansion, modification, or alteration of the existing contours of the site, the erection of buildings or other structures, or any part thereof, or land clearing.

~~*Construction, significant:* means the installation of infrastructure on a project site such as roads, utility lines, or stormwater management areas which requires an approved site plan or preliminary plan pursuant to the requirements of this Code.~~

Construction, start of: The placing of construction materials in permanent position and fastened in a permanent manner, except that when demolition, excavation, or removal of an existing structure has been substantially begun preparatory to new construction, such excavation, demolition, or removal shall be deemed to be the start of construction provided that work shall be continuously carried on until the

Heritage tree: Any tree, except undesirable, noxious or invasive, with a diameter breast height (DBH) of thirty-six inches or larger.

Highest adjacent grade: Means the highest natural elevation of the ground surface, prior to construction, next to the proposed walls of a structure.

Historic structure: means any structure that is:

- (3) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- (4) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- (5) Individually listed on the Florida inventory of historic places, which has been approved by the Secretary of the Interior; or
- (6) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 - (a) By the approved Florida program as determined by the Secretary of the Interior, or
 - (b) Directly by the Secretary of the Interior.

Home, mobile: See "mobile home."

Homeowner's association or property owner's association (HOA)(POA): An organization in a subdivision, condominium, or other similar development that makes and enforces rules for the properties in its jurisdiction.

Hotel: a building, group of buildings, or portion of a building, containing sleeping units which have no cooking facilities or other amenities for separate and independent housekeeping purposes and are occupied on a daily or short term basis. A hotel may include living quarters containing independent cooking facilities designed for the resident manager only, or restaurant facilities. Primary access to the sleeping units shall be through an inside lobby. ~~a commercial establishment providing lodging and, usually, meals and other services for the public, especially for travelers. This definition also includes motels.~~

Household: One or more persons, not necessarily related by blood, marriage or other legal action, who occupy a single dwelling unit and live as a single non-profit housekeeping unit.

Illuminated sign means any sign or portion thereof which is illuminated by artificial light, either from an interior or exterior source, including outline, reflective or phosphorescent light (including but not limited to plasma or laser), whether or not the source of light is directly affixed as part of the sign, and shall also include signs with reflectors that depend upon sunlight or automobile headlights for an image.

Independent living facility (ILF): A living arrangement in which people with special needs, especially seniors with disabilities, reside in independent living units which contain a private kitchen. The facility may provide help with everyday tasks such as bathing, dressing, and taking medication. This definition does not include assisted living facilities, nursing homes, or community residential homes.

Institution: The structure or land occupied by a group, cooperative, board, agency, or organization created for the purpose of carrying on functions of a public or semi-public nature. Examples of an institution include a hospital, health clinic, school, church, fraternal order, civic club and orphanage.

Intensity: means the maximum amount of building square footage allowed on a project site. This relationship is identified in FAR.

Interior lot: A lot bounded by a street on only one side.

Internally illuminated sign means any sign which has the source of light not visible to the eye and entirely enclosed within the sign.

Minor Collector Roadway: A roadway that connects local roadways with the collector and arterial roadway network and provides interconnection between neighborhoods. A minor collector roadway has a moderate average traffic volume and trip length.

Mixed use building: means a building which includes two or more use categories, one of which should be residential.

Mobile food dispensing vehicle: As defined by Florida Statute Section 509.102.

Mobile home: A movable dwelling unit constructed in a manufacturing facility designed and constructed to be towed on its own chassis and readily connected to utilities and is designed to be occupied year-round. It may contain one or more components that can be retracted or separated for towing on their own chassis and subsequently expanded or reconnected to provide additional capacity. When used in this Code, the term mobile home shall also include manufactured homes. Mobile homes constructed prior to 1981 are not permitted in any zoning district in the City.

Mobile home pad or stand: A foundation or fixed area for locating a single mobile home.

Mobile home park: A parcel of land under single ownership which has been planned, designed and developed for the placement of two or more mobile homes, appurtenant structures (or fixtures), and/or additions.

Mobile home subdivision: A parcel of land which has been planned as a subdivision exclusively for mobile homes or similar types of dwelling units (such as modular homes). Each dwelling unit's lot is designed to be individually owned.

Modular home: A dwelling which is similar to a mobile home but is designed to be transported from the manufacturing facility to a permanent site and occupied as a conventional single-family dwelling unit. New construction of Modular homes requires permanent foundation with stem wall.

Modular building: A building which is designed to be transported from the manufacturing facility to a permanent site and used as an office or other nonresidential use. New construction of modular buildings requires a permanent foundation with stem wall.

Monument sign means a type of sign that is not supported by a pole structure. A monument sign is placed upon the ground independent of support from the face of a building, is constructed of a solid material such as wood or masonry and is supported by an integrated, solid base greater than the width of the sign.

Motel: a building, group of buildings, or portion of a building, containing sleeping units which may or may not have cooking facilities and are normally occupied on a daily or short term basis. A motel may include living quarters containing individual cooking facilities designed for the resident manager only, or restaurant facilities. Primary access to the individual units is from the exterior of the building. see "hotel".

Multi-family unit: Refers to an individual dwelling unit contained within ~~either a single family attached, an~~ apartment, ~~or~~ condominium, or mixed use building.

Multi-modal infrastructure: Transportation infrastructure that accommodates multiple modes such as sidewalks, bicycle lanes, bicycle parking facilities, path, streets, transit stops, transit lanes, and other similar features.

Multi-prism or tri-vision sign means a sign made with a series of triangular sections that rotate and stop, or index, to show multiple images or messages in the same area at different times.

Mural means a painting, graphic, mosaic, fresco, or other artwork attached or applied directly to the exterior of a structure. Murals are prohibited from the front of buildings. Murals containing commercial messages of any kind (e.g., brands, names, trademarks, logos, slogans, corporate mascots or advertising messages) are considered signs and will be subject to regulation as such.

Native vegetation: Self-supporting, indigenous species of plants, reasonably capable of growing and surviving in the climatological areas of the City.

acreage to determine the amount of dwelling units allowed. The acreage devoted to residential is deducted prior to assessing the amount of nonresidential square footage. Applying the applicable intensity from the resulting remaining acreage will provide the maximum amount of nonresidential square footage allowed. While the intended percentages may vary, the percentage of residential and nonresidential uses must equal 100%. The amount of residential square footage contained within mixed use buildings does not count against the maximum allowable nonresidential building square footage.

For example:

100 acres of Residential ~~Oxford Neighborhood~~ Mixed Use in which 35% residential is sought

$$\begin{array}{ll} (100) \times (.35) \times (\del{710}) = & \underline{245-350 \text{ dwelling units}} \\ (100) \times (.65) \times (.3) \times (43560) = & \underline{849,420 \text{ square feet of nonresidential uses}} \end{array}$$

3.6. Principal Uses.

(A) *Uses established.* The principal or main use(s) and associated structures of a property shall be allowed as one of the following:

- (1) *Permitted use.* This use is hereby established as the general use(s) in the various zoning districts, as specified in TABLE 3-6, and is a use of right when in compliance with the requirements of this Code. For instances where the intended use of the property is not specifically listed in TABLE 3-6, the Development Services Director may make a determination as to whether or not the intended use is permitted in a particular zoning district.
- (2) *Conditional use.* This use is hereby established to conditionally allow specified uses as specified in TABLE 3-6. Because of their unique characteristics, these uses are not permitted as a matter of right, special use or otherwise allowed by this Code. Process information and regulations are contained in section 3.8 of this Chapter.
- (3) *Special exception use.* This use is hereby established to allow uses not normally permitted in the various zoning districts. A special use is not a use of right and there is no presumption that it will be granted. Process information and regulations are contained in section 3.9 of this Chapter.

(B) The use regulations specified in this Code shall be considered as specific regulations governing the use of parcels and structures located on the parcels.

3.7. Accessory Uses and Structures.

(A) *General.* This use is hereby established to allow activities which are customarily incidental to the principal use, provided it meets the following general requirements:

- (1) An accessory use is a use of right after a principal use is established on the property. Unless otherwise provided, no accessory use or structure is permitted on a parcel that does not contain the principal use or structure;
- (2) Accessory uses must comply with standards pertaining to the principal use unless specified otherwise in this Chapter;
- (3) Unless specified otherwise herein, accessory uses are intended to be for the principal use of residents, occupants, guests and employees of the parcel on which they are located and not for use by the general public.

- (iii) Proof of licensing by the appropriate jurisdictional agency will be required.
 - (iv) The facility shall be compatible with the adjacent area.
 - (v) Additional buffering or screening may be required.
 - (vi) A traffic impact study shall be required for justification that the project will not result in a reduction of Level of Service (LOS) on roadways serving the project.
 - (vii) A preliminary concurrency application shall be required for justification that the project will not create additional impacts to City utilities exceeding what would normally be permitted.
- (2) *Auto Dealership, golf cart and similar sales.* (Allowed in C-2A, NMU-4, NMU-7, ECNMU-7, CMU, CC, CDT, SWCMU). A special exception may be granted under the following conditions:
- (i) The use and all associated activities must be in completely enclosed buildings.
 - (ii) Additional buffering and screening may be required.
- (3) *Bed and Breakfast.* (Allowed in AG-5, AG-10, RR, ER, R-1, R-2, R-3, R-4, R-5, RMU, RMU-10, RIO). A special exception may be granted under the following conditions:
- (i) The exterior appearance shall retain a single family residential appearance.
 - (ii) The proposed use shall be compatible with the adjacent area.
 - (iii) Additional buffering and screening may be required.
 - (iv) The owner, operator, or resident manager shall be required to reside on the premises.
 - (v) Kitchen facilities shall be limited to one central kitchen to serve overnight guests and residents only. Cooking facilities shall not be permitted in guest rooms.
 - (vi) Exterior lighting shall be compatible with lighting in the neighborhood.
 - (vii) One parking space per guest room and two parking spaces for owner/occupant is required.
 - (viii) Additional conditions may be deemed necessary to protect the character of the neighborhood.
 - (ix) Guest stays shall be limited to thirty (30) consecutive days and no more than sixty (60) days in any one-year period.
- (3)(4) *Car wash and auto detailing facilities, full or self-service.* (Allowed in C-1, C-2A, NMU-7, CMU, SWCMU). A special exception may be granted under the following conditions:
- (i) The proposed facility must use an approved oil/water separator.
 - (ii) The proposed facility must use the recycled water system established within the facility.
 - (iii) The proposed facility shall be compatible with adjacent development.
 - (iv) Additional buffering and screening may be required.
- (4)(5) *Cemeteries and mausoleums.* (Allowed in AG-5, AG-10, RR, ER, R-1, R-2, R-3, R-4, R-5, MHP, RMU, RMU-10, RIO) A special exception may be granted under the following conditions:
- (i) The proposed site shall be a minimum of one acre.
 - (ii) Additional buffering or screening may be required.
- (5)(6) *Childcare facility, day care, or adult day care.* (Allowed in R-1, R-2, R-3, R-4, R-5, MHP, CDT). A special exception may be granted under the following conditions:
- (i) The proposed site shall be a minimum of 15,000 square feet with a minimum lot width of 100 feet.
 - (ii) Proof of licensing by the appropriate jurisdictional agency will be required.
 - (iii) Additional buffering and screening may be required.

~~(7)~~(8) *Community residential home.* (Allowed in IN, C-1, C-2, C-2A, C-3, CDT) A special exception for a community residential home with 7 or more unrelated residents may be granted under the following conditions:

- (i) The proposed site shall not be located within a radius of 1,000 feet of another existing community residential home.
- (ii) The requirements of F.S. 419.001 shall be met, if applicable.

(9) *Golf courses and driving ranges.* (Allowed in RR, ER, R-1, R-2, R-3, R-4, R-5). A special exception may be granted provided the golf course or driving range is a component of a residential subdivision.

~~(8)~~(10) *Hospital.* (Allowed in IN, C-1, C-3, NMU-4, NMU-7, ECNMU-7, CMU, CC, CDT, SWCMU, 466/301). A special exception may be granted under the following conditions:

- ~~(i)~~ The proposed site shall front an arterial or collector road unless it is an allowed use in an approved Planned Development.
- ~~(ii)~~ The proposed site shall utilize the lot requirements for the IN zoning district unless it is an allowed use in an approved Planned Development.
- ~~(iii)~~ A traffic impact study shall be required for justification that the project will not result in a reduction of Level of Service (LOS) on roadways serving the project.
- ~~(i)~~(iv) A preliminary concurrency application shall be required for justification that the project will not create additional impacts to City utilities exceeding what would normally be permitted.
- ~~(iii)~~(v) The facility shall be compatible with the adjacent area.~~cent area.~~
- ~~(iii)~~(vi) Additional buffering or screening may be required.
- ~~(iv)~~

~~(9)~~(11) *Independent living facility.* (Allowed in R-1, R-2, R-3, R-4, R-5, RMU, RMU-10, C-1, C-2, C-2A, C-3). A special exception may be granted under the following conditions:

- (i) The proposed site shall front an arterial or collector road.
- (ii) The proposed site shall utilize the lot requirements for the IN zoning district.
- (iii) Proof of licensing by the appropriate jurisdictional agency will be required.
- (iv) The facility shall be compatible with the adjacent area.
- (v) Additional buffering or screening may be required.
- (vi) A traffic impact study shall be required for justification that the project will not result in a reduction of Level of Service (LOS) on roadways serving the project.
- (vii) A preliminary concurrency application shall be required for justification that the project will not create additional impacts to City utilities exceeding what would normally be permitted.

~~(10)~~(12) *Kennels, animal rescue facilities.* (Allowed in AG-10 and AG-5). A special exception may be granted provided the proposed site shall not abut a residential or mixed use zoning district.

~~(11)~~(13) *Nursing home.* (Allowed in C-1, C-2, C-2A, C-3, CDT). A special exception may be granted under the following conditions:

- (i) The proposed site shall front an arterial or collector road.
- (ii) The proposed site shall be developed in accordance with the lot details for the IN zoning district.
- (iii) Proof of licensing by the appropriate jurisdictional agency will be required.
- (iv) The facility shall be compatible with the adjacent area.
- (v) A traffic impact study shall be required for justification that the project will not result in a reduction of Level of Service (LOS) on roadways serving the project.

frame-towing hitch, and wheels shall be removed and the base of the house shall be permanently affixed to a foundation.

3.26. Internet Cafes

- (A) *Purpose and intent.* Internet Cafes are permissible as either a Permitted Use or Conditional Use where indicated by Table 3-6. In addition to the other provisions of this Chapter, it is the intent of this section to provide for such use in a manner that will have the least possible adverse impact to the community.
- (B) *Use Permittee.* Conditional use internet cafe permits are issued jointly to the property owner and internet cafe operator designated therein. A change in property owner or internet cafe operator shall be reported to the city, in writing, by certified mail, within 30 days of such change by the new property owner or internet cafe operator. A change in property owner or internet cafe operator with a conditional use permit shall require a new operating permit.
- (C) *Parcel Location Standards/Separation Requirements.* Internet Cafe businesses shall be allowed only in the zoning districts in which Internet Cafe is listed as either a Permitted Use or Conditional use under Table 3-6. Regardless of whether the Internet Café is a Permitted Use or Conditional Use, the separation standards established in this Section shall require the separation of Internet Café businesses from any uses listed in this Section and located in the City. Any Internet Cafe business, established or expanded after February 28, 2022, in such a district shall be separated by at least the number of feet set forth as to the following uses:
1. *Residential property.* The distance from this use shall be one thousand (1,000) feet. For purposes of this section only, "residential property" shall mean land that is:
 - (a) Located in a mixed use zoning district or residential zoning district ~~beginning with an R~~; and
 - (b) Designated as a mixed use or residential future land use category on the adopted future land use map of the City or County or an exclusively residential planned development.
 2. *Other uses.* The distance from these uses shall be two thousand five hundred (2,500) feet:
 - (a) Public or Private Schools, child care or day care centers licensed as such by the State of Florida;
 - (b) Churches and places of worship; and
 - (c) Government-owned parks, playgrounds and libraries.
 - (d) A parcel shall be deemed to be used for any of the above purposes if a valid land use permit has been issued for such use and such use is either actively conducted on the property or there has been measurable, good faith progress in implementation of such use at that location in accordance with the permit.
 3. *Exemptions.* No Internet Cafe business shall become nonconforming through subsequent establishment of the uses specified in subsection (C)2, nor shall a permit for an Internet Cafe business be denied based on the issuance of a land use permit for one (1) of the uses listed in subsection (C)2 if the application for such permit was filed after the filing of the application for the permit for the Internet Cafe business. No Internet Café lawfully operating as of February 28, 2022 shall be denied an operating permit solely on the basis that is a nonconforming use under

TABLE 3-2: Permitted Zoning Districts	
FLUM Designation	Permitted Zoning Districts (Abbreviation)
Conservation	CON
Agriculture 5	CON, AG-10, AG-5
Agriculture 10	CON, AG-10
Recreation	CON, AG-10, AG-5, PEU
Public Facilities	CON, AG-10, AG-5, PEU, IN
Rural Residential	CON, AG-10, AG-5, RR
Estate Residential	CON, AG-10, AG-5, RR, ER
Low Density Residential	CON, AG-10, AG-5, R-1
Low-Medium Density Residential	CON, AG-10, AG-5, R-1, R-2
Medium Density Residential	CON, AG-10, AG-5, R-1 , R-2, R-3
Medium-High Density Residential	CON, AG-10, AG-5, R-2, R-3, R-4
High Density Residential	CON, AG-10, AG-5, R-3 , R-4, R-5
Mobile Home Park	CON, AG-10, AG-5, MHP
Residential Mixed Use	CON, AG-10, AG-5, RMU, NMU-7 , RMU 10
Residential/Institutional/Office	CON, AG-10, AG-5, RIO
General Commercial	CON, AG-10, AG-5, C-1, C-2, C-3
Industrial	CON, AG-10, AG-5, M-1, M-2
Oxford Neighborhood Commercial	CON, AG-10, AG-5, C-2A, RIO , NMU-4
Oxford Neighborhood Mixed Use	CON, AG-10, AG-5, NMU-7
Oxford Residential Mixed Use	CON, AG-10, AG-5, RMU-10
Downtown Commercial	CON, AG-10, AG-5, CDT
High Density Residential Mixed Use	CON, AG-10, AG-5, R-5, CMU, 466-301
Central Mixed Use	CON, AG-10, AG-5, CMU, CDT , CC , NMU-4 , NMU-7 , SWCMU , ECNMU-7
Employment Center Neighborhood Mixed Use	CON, AG-10, AG-5, ECNMU-7, NMU-7, NMU-4
Commercial Center Mixed Use	CON, AG-10, AG-5, CC
South Wildwood Commercial Mixed Use	CON, AG-10, AG-5, SWCMU
466-301 Mixed Use	CON, AG-10, AG-5, 466-301
South Wildwood Neighborhood Mixed Use	CON, AG-10, AG-5, NMU-4
Age Restricted Development Mixed Use	CON, AG-10, AG-5, ARD
Wildwood Springs DRI	CON, AG-10, Wildwood Springs PD
The Villages of Wildwood DRI	The Villages of Wildwood DRI

Notes:

CON, AG-10, AG-5 districts allowed in all FLUM designations

The Villages of Wildwood DRI zoning district is subject to unique standards (see section 3.19)

Planned developments permitted in all zoning districts pursuant to Chapter 8

TABLE 3-4: Density, Intensity, and Lot Standards

A

Residential Zoning Districts

Zoning District:	AG -5	AG- 10	RR	ER	R-1		R-2		R-3			R-4			R-5		MHP	
Maximum Density (units per acre)	1/ 5	1/ 10	1	2	4		6		9			12			15		10	
Minimum Open Space (%)	40	40	DDS	DDS	DDS		DDS		DDS			DDS			DDS		15	
Dwelling Unit Type:	SFD	SFD	SFD	SFD	SFD	SFA	SFD	SFA	SFD	SFA	ACB	SFD	SFA	ACB	SFA	ACB	MH	SFD
Minimum Living Area (Sq. ft)	750	750	750	750	750	750	750	750	750	600	600	750	600	600	600	600		750
Maximum Lot Coverage (%)																	50	50
Minimum Lot Width (ft)			50	50	50		50		45			40					50 ²	50
Minimum Setbacks (ft):												-						
Front	35	35	30	30	30 25		30 20		30 15			30					8	30
Rear	25	25	15	15	15		15 10		15 10			15					8	15
Side	20	20															8	10
Minimum Building Separation (ft) ¹					10	25	10	25	10	10	25	10	10	25	10	25	16	20

Abbreviations:

SFD - Single Family Detached

SFA - Single Family Attached

ACB - Apartment/Condominium Building

MH - Mobile Home

DDS - Design District Standards (Residential)

Notes:

1. Minimum building separation between two different unit types is 25 feet

2. This requirement shall not apply to existing mobile home parks.

Accessory uses may encroach into the side and rear setbacks. However, a minimum of five (5) feet shall be provided between the accessory structure and the property line.

Residential Uses	CON	AG-5	AG-10	R R	E R	R-1	R-2	R-3	R-4	R-5	M H P	R M U	RMU-10	RIO	IN	PE U	C-1	C-2	C-2 A	C-3	NMU-4	NMU-7	ECNMU-7	C M U	A R D	CC	CD T	SW CM U	466 - 301	M-1	M-2
Single family detached (SFD)		P	P	P	P	P	P	P	P		P	P	P	P					P		P	P	P	P	P			P	P		
Single family attached (SFA)						P	P	P	P	P		P	P	P					P		P	P	P	P	P	P	P	P	P		
Apartment or condominium building (ACB)								P	P	P			P	P					P		P	P	P	P	P	P	P	P	P		
Dwelling unit located above the ground floor in a mixed use building (MUB)													P						P		P	P	P	P	P	P	P	P	P		
Community club house, pool or other amenities associated with residential projects				P	P	P	P	P	P	P	P	P	P	P					P		P	P	P	P	P	P	P	P	P		
Independent living facility (ILF)						S	S	S	S	S		S	S	P	P		S	S	S	S	P	P	P	P	P	P	P	P	P		
Mobile home (MH)		P	P								P	P																			
Recreational vehicle park (RV)											P									S				P							
Shipping container home											P																				
Tiny House Planned Developments						P	P	P	P	P	P	P	P	P							P	P		P	P						
<i>Institutional, Governmental, Tourism, Civic and Recreational Uses</i>	CON	AG-5	AG-10	R R	E R	R-1	R-2	R-3	R-4	R-5	M H P	R M U	RMU-10	RIO	IN	PE U	C-1	C-2	C-2 A	C-3	NMU-4	NMU-7	ECNMU-7	C M U	A R D	CC	CD T	SW CM U	466 - 301	M-1	M-2
Public recreation facility or park		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		
Bed and breakfast		€	€	€	€	€	€	€	€	€	€	€	€	€			P	P	P	P	P	P	P	P	P	P	P	P	P		
Hotels and motels																P			P	P	P	P	P	P	P	P	P	P	P		
Golf courses and driving ranges				S	S	S	S	S	S	S						P	P	P	P	P	P	P	P	P	P	P		P	P		
Commercial recreation facility such as skating rinks, movie theatres and other similar uses																P	P	P	P	P	P	P	P	P	P	P	P	P	P		
Health clubs and fitness centers												P	P			P	P	P	P	P	P	P	P	P	P	P	P	P	P		
Community residential home with 6 or fewer residents		P	P	P	P	P	P	P	P	P	P	P	P	P					P		P	P	P	P	P	P	P	P	P		
Community residential home with 7 or more residents															S		S	S	S	S							S				

<i>Institutional, Governmental, Tourism, Civic and Recreational Uses (cont'd)</i>	CON	AG- 5	AG -10	R R	E R	R- 1	R- 2	R- 3	R- 4	R- 5	M H P	R M U	RMU -10	RIO	IN	PE U	C- 1	C- 2	C- 2 A	C- 3	NMU -4	NMU -7	ECNMU- 7	C M U	A R D	CC	CD T	SW CM U	466 - 301	M-1	M-2
Assisted living facility (ALF)						S	S	S	S	S		S	S	P	P		S	S	S	S	P	P	P	P	P	P	P	P	P		
Nursing home														P	P		S	S	S	S	P	P	P	P	P	P	S	P	P		
Childcare facilities/ Day care						S	S	S	S	S	S	P	P	P	P		P	P	P		P	P	P	P	P	P	S	P	P		
Professional, business and technical schools														P	P						P	P	P	P	P	P	P	P	P		
Public schools and private schools offering curricula similar to that of public schools			P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		
Private or nonprofit organizations providing schooling and/or training programs with associated facilities and dormitories															S		S	S	S	S							S				
Colleges and universities containing dormitories														P	P						P	P	P	P	P	P	P	P	P		
Churches and places of worship		S	S	S	S	S	S	S	S	S	S	S	S	P	P		P	P	P	P	P	P	P	P	P	P	P	P	P		
Museums and other cultural facilities												P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P			
Hospitals															CE		SE	S-	S-	SE	SE	SE	SE	SE	SE	P	SE	SE	SE	SE	
Veterinary clinic or temporary pet boarding		P	P									P	P	P			P	P	P	P	P	P	P	P	P	P	P	P	P		
Cemeteries and mausoleums		S	S	S	S	S	S	S	S	S	S	S	S	S	P	P															
Funeral homes, crematories and other similar service establishments												P		P	P		P	P	P	P	P	P	P	P	P	P	P	P	P		
Private clubs and lodges				S	S	S	S	S	S	S	S	S	S	S			P	P	P	P	P	P	P	P	P	P	P	P	P		
<i>Institutional, Governmental, Tourism, Civic and Recreational Uses (cont'd)</i>	CON	AG- 5	AG -10	R R	E R	R- 1	R- 2	R- 3	R- 4	R- 5	M H P	R M U	RMU -10	RIO	IN	PE U	C- 1	C- 2	C- 2 A	C- 3	NMU -4	NMU -7	ECNMU- 7	C M U	A R D	CC	CD T	SW CM U	466 - 301	M-1	M-2

<i>Commercial Retail Uses (continued)</i>	CON	AG-5	AG-10	R R	E R	R-1	R-2	R-3	R-4	R-5	M H P	R M U	RMU-10	RIO	IN	PE U	C-1	C-2	C-2 A	C-3	NMU-4	NMU-7	ECNMU-7	C M U	A R D	CC	CD T	SW CM U	466 - 301	M-1	M-2	
Beauty shop, dry cleaning, pet grooming, and other similar personal service establishments												P	P				P	P	P	P	P	P	P	P	P	P	P	P	P			
Specialty shops such as antique shops, art showrooms, boutiques, and other similar shops												P	P				P	P	P	P	P	P	P	P	P	P	P	P	P			
Car wash and auto detailing facilities																	S		S	P		S		S	P			S	P			
Service and repair shops for automobiles, small engines, and other similar uses																	S	S	S	P	S	S	S	S	P	S	S	S	P	P		
Retail and wholesale commercial establishments for lumber, building and landscaping supplies, farm equipment and other similar uses with potential outside storage of products																		S	S	P	S	S	S	S	P	S		S	P	P		
Auto dealership, golf cart, and similar sales																	P	P	S	P	S	S	S	S	P	S	S	S	P			
Convenience store												P	P				P	P	P	P	P	P	P	P	P	P	P	P	P			
Travel Center																				P												
Indoor Storage facilities - Multistory												P					P	P	P	P	S	S	S	S	P	S	S	S	S	P		
Indoor Storage facilities - Single story (Indoor)												P					P	P	P	P	S	S	S	S	P	S	S	S	S	P	P	
Outdoor storage facilities for RVs, boats, campers, vehicles, machinery, equipment, or other similar items		S																		S					P				S	P	P	
Internet Cafe																				C										P		
<i>Industrial Uses</i>	CON	AG-5	AG-10	R R	E R	R-1	R-2	R-3	R-4	R-5	M H P	R M U	RMU-10	RIO	IN	PE U	C-1	C-2	C-2 A	C-3	NMU-4	NMU-7	ECNMU-7	C M U	A R D	CC	CD T	SW CM U	466 - 301	M-1	M-2	
Wholesaling, warehousing, bulk storage, or distribution																														P		

- (d) Name, address and telephone number of the owner or owners of record;
 - (e) Name, address and telephone number of the owner's (or owners') agent;
 - (f) Name, address, signature and registration of the professionals preparing the plan(s);
 - (g) Date, north arrow and scale, number of sheets; the scale (sufficient to depict all site features at a clearly legible scale) shall be designated on all sheets in a dedicated location in the top right corner of each sheet;
 - (h) Vicinity map showing relationship of proposed development to the surrounding streets and thoroughfares shall be at a scale of not less than 1 inch equals 1,000 feet, and also delineating proximate major roadways;
 - (i) Bearings and distances of boundary lines with a heavy line. Also provide the linear dimensions of the site; and
 - (j) Easements, right-of-way dedications and reservations.
- (2) *Buildings and structures.* Provide the following information concerning buildings and structures:
- (a) Intended use;
 - (b) Number of stories and height of the building(s);
 - (c) Number of dwelling units and density calculated per section 3.4(D);
 - (d) If a restaurant, show number of seats and occupancy load;
 - (e) Projected number of employees;
 - (f) Nonresidential square footage for proposed development calculated per section 3.4(B);
 - (g) Building elevations and model home details. Color renderings of building elevations and model home details shall be submitted that comply with the City's Land Development Regulations, Design District Standards or Planned Development Agreement, as applicable.
 - (g) ~~Building elevations;~~
 - (h) Fire line plans for buildings including a fire suppression system.
- (3) *Zoning.* Zoning district(s) on and adjacent to the tract;
- (4) *Public sites, if any.* Identification of the location, size, and purpose of all public sites, if any, to be reserved, conveyed or dedicated for or to the City or public, including, but not limited to, parks, playgrounds or other public uses;
- (5) *Setbacks.* Building setback lines, where applicable, shall be shown;
- (6) *Soils.* A soil classification map drawn on the face of the plan for comparison with proposed development activities shall be provided and shall indicate soil classifications on the plan;
- (7) *Transportation and mobility network on and adjacent to the tract.* Identification of existing and proposed streets on and adjacent to the tract, including: the name, right-of-way width and location; approximate grades and gradients; cross-sections of typical road sections; type, width and elevation of surfacing; and legally established centerline elevations, transit stops, sidewalks, paths, curbs, gutters, culverts, etc. Locations of all median openings in the vicinity and access points on both sides of all abutting roadways must also be shown. If applicable, similar information for alleys must be provided;
- (8) *Utilities on and adjacent to tract.* Identification of existing and proposed utilities on and adjacent to the tract, including but not limited to: the location, size and invert elevation of sanitary or storm sewers and reuse lines; location and size of water mains; and location of any gas lines, fire hydrants, electric and telephone poles, and streetlights. Also provide fire flow demand calculations; Utilities are required to be underground unless determined to be detrimental to the public's health, safety, and welfare.

- (9) *Topography*. Existing topographic conditions on the property being developed and extending 25 feet beyond the property line including surface water elevations and date recorded;
- (10) *Other conditions on tract*. Existing and proposed watercourses, wetlands, preservation areas, wooded areas, houses, barns, shacks and other significant features on and adjacent to the tract;
- (11) *Other conditions on adjacent lands*. Approximate direction and gradient of grounds slope, including any embankments or retaining walls; character and location of buildings, railroads, power lines, towers, and other adverse influences;
- (12) *Proposed public improvements, if any*. Proposed public improvements, highways or other major improvements planned by public authorities for future construction on or near the tract;
- (13) *Flood Hazard Areas*. Delineation of flood hazard areas, floodway boundaries, flood zones and base flood elevations. Where the parcel on which the proposed development will take place will have more than five (5) lots or is larger than five (5) acres and the base flood elevations are not included on the Flood Insurance Rate Map (FIRM) or in the flood insurance study, such elevations shall be prepared in accordance with currently accepted engineering practices;
- (14) *Stormwater management system*. Indicate the flow direction and location of detention and retention areas;
- (15) *Dredge and fill*. If any dredging or filling operation is intended in development of the area, application shall be made to the official responsible for dredge and fill permits. No such work will be done prior to issuance of such permit from the water management district;
- (16) *Erosion control*. Provision for the adequate control of erosion and sediment, indicating the location and description of the methods to be utilized during and after all phases of clearing, grading and construction;
- ~~(17)~~ *Landscaping*. Provide a signed and sealed landscaping plan including any proposed irrigation system and detailed plant material for all common areas and buffers if applicable;
- ~~(17)~~ (18) Exterior Lighting Design Plan as described in the City's Design District Standards, Chapter 1, Sec. (F)(7).
- ~~(18)~~ (19) Solid waste. Location and access provisions for refuse service, including pad screening, fencing and landscaping. Approval from the appropriate entity is required before site plan can be approved.
- ~~(19)~~ (20) Boundary survey. A boundary survey of the lands to subject to the site plan performed and prepared under the responsible direction and supervision of a professional surveyor;
- ~~(20)~~ (21) Tree survey. A tree survey listing all viable (to be determined by a licensed landscape architect or certified arborist) live oak trees containing a DBH greater than ten (10) inches for areas planned to be developed. This requirement may be modified for properties larger than 100 acres by the Development Services Director for Master Planned Communities and/or heavily treed properties provided appropriate documentation is submitted for review
- ~~(21)~~ (22) Aerial photograph. An aerial photograph with the source and date of the photograph; and
- ~~(22)~~ (23) Phasing. Planned phases, if any, are to be shown. Each phase shall be designed to stand on its own if subsequent phases are not developed.
- (D) *Additional analyses*. The following studies, documentation, and forms shall be provided in addition to the requirements set forth by section 4.4(C).
 - (1) *Traffic impact analysis (TIA)*. The applicant shall submit ~~an up-to-date~~ TIA conducted within one (1) year prior to submittal and has been accepted by Sumter County Public

~~Works; pursuant to section 1.17 of this Code. The TIA shall be conducted no earlier than one (1) year prior to the submittal date;~~

- (2) *Environmental assessment.* A professionally conducted survey of native vegetative communities shall be required for all undeveloped sites. The Development Services Director may waive this requirement in situations where the site has been previously developed. This survey shall be conducted by an ecologist, biologist, or similar professional and shall include an inventory of wildlife, as well as state and federally listed endangered and threatened animal and plant species, and species of special concern. The assessment shall be conducted no later than one (1) year prior to the submittal date. The environmental assessment shall address at a minimum:
 - (a) Wildlife and listed species populations within the proposed development site;
 - (b) The feasibility and availability of onsite management and protection of identified wildlife and listed species; and
 - (c) The appropriateness of mitigating the impacts of development by the relocation of the listed species to an acceptable off-site location, in the event that on-site protection is shown to be ineffective;
 - (3) *Supplemental applications.* The following supplemental applications are also required:
 - (a) Sign application and
 - (b) Tree removal permit.
 - (4) *Stormwater calculations.* The applicant's engineer shall provide the stormwater calculations for the area subject to the site plan that demonstrate compliance with these regulations, and with the regulations of the water management district;
 - (5) *Agreements.* Copies of any and all executed agreements with the City tied to the property subject to the site plan (i.e. PD, developer's, development, MOU, etc.);
 - (6) *Agency permits.* A list and status of all applicable permits from other agencies required for the development; and
 - (7) *Preliminary concurrency determination.* An application for preliminary concurrency determination pursuant to section 7.2(B)(2).
 - (8) *Planned Development Land Use Allocations.* For projects subject to an existing Planned Development agreement, a list and calculation of total allowed land use allocations for the PD (in square feet and acres), as well as remaining allocations available to the PD after the proposed development is complete, to ensure consistency with Comprehensive Plan Mixed Use percentage requirements.
- (E) *Additional required legal submittals where facilities are dedicated to the public.* The approval of the site plan wherein facilities are dedicated to the City shall be made only pursuant to certification of adequacy of the following list of required submittals by the City Manager and City Attorney, as appropriate:
- (1) *Surety.* The approval of any site plan shall be subject to the applicant guaranteeing the installation and maintenance of the required improvements by posting a surety in the amount of one hundred twenty percent (120%) of the construction costs. Costs for construction shall be determined by an estimate by the applicant's engineer, or a copy of the actual construction contracts as provided. The amounts of surety must be approved as adequate by the director of public works and/or the City Engineer. In all cases where public improvements are installed, a two-year (2-year) maintenance surety in the amount of twenty percent (20%) of the construction costs must be submitted. The certificate of occupancy shall not be issued until the surety is approved. At the conclusion of the two-year (2-year) maintenance period the developer may petition the City to release the surety. The City will inspect the public

- (7) *Public sites, if any.* Identification of the location, size, and purpose of all public sites, if any, to be reserved, conveyed or dedicated for or to the City or public, including, but not limited to, parks, playgrounds or other public uses;
- (8) *Lots, blocks.* The lot lines, lot dimensions, lot numbers and block numbers shall be shown;
- (9) *Setbacks.* Building setback lines from side, front and rear, where applicable shall be shown;
- (10) *Soils.* A soil classification map drawn on the face of the plan for comparison with proposed development activities shall be provided and shall indicate soil classifications on the plat.
- (11) *Transportation network on and adjacent to the tract.* Identification of existing and proposed streets on and adjacent to the tract to be subdivided including: the name, right-of-way width and location; approximate grades and gradients; cross-sections of typical road sections; type, width and elevation of surfacing; and legally established centerline elevations, transit stops, sidewalks, paths, curbs, gutters, culverts, etc. Locations of all median openings in the vicinity and access points on both sides of all abutting roadways must also be shown. If applicable, similar information for alleys shall be provided;
- (12) *Utilities on and adjacent to tract.* Identification of existing and proposed utilities on and adjacent to the tract to be subdivided, including but not limited to: the location, size and invert elevation of sanitary or storm sewers and reuse lines; location and size of water mains; and location of any gas lines, fire hydrants, electric and telephone poles, and streetlights;
- (13) *Private sites, if any.* Identification of the location, size, and purpose of all nonpublic or private sites, if any, including, but not limited to, private roads, drainages systems, recreational facilities, outparcels, gates and guardhouses (if a gated community is indicated), and common areas.
- (14) *Topography.* Contours at a minimum of one-foot (1') intervals for the tract being subdivided and extending 25 feet beyond the property line including surface water elevations and date recorded;
- (15) *Other conditions on tract.* Existing and proposed watercourses, wetlands, wooded areas, houses, barns, shacks and other significant features on and adjacent to the tract to be subdivided;
- (16) *Other conditions on adjacent lands.* Approximate direction and gradient of grounds slope, including any embankments or retaining walls; character and location of buildings, railroads, power lines, towers, and other nearby nonresidential land uses or adverse influences; owners of adjacent unplatted land; for adjacent platted land refer to subdivisions plat by name, recordation date, and number, and show approximate percent of buildup, typical lot size and dwelling type;
- (17) *Proposed public improvements, if any.* Proposed public improvements, highways or other major improvements planned by public authorities for future construction on or near the tract;
- (18) *Limits of floodplain.* Indicate flood elevation of 100-year flood as established by the Federal Emergency Management Agency, Flood Insurance Rate Map. The actual acreage above the 100-year flood elevation shall be listed;
- (19) *Stormwater management system.* Full and complete details for the construction of the stormwater management system;
- (20) *Landscaping.* Provide a landscaping plan including any proposed irrigation system and detailed plant material for all common areas and buffers if applicable;
- (21) *Exterior Lighting Design Plan as described in the City's Design District Standards, Chapter 1, Sec. (F)(7).*
- ~~(20)~~(22)

~~(21)~~(23) *Boundary survey.* A boundary survey of the lands to be platted performed and prepared under the responsible direction and supervision of a professional surveyor;

~~(22)~~(24) *Tree survey.* A tree survey listing all viable (to be determined by a licensed landscape architect or certified arborist) live oak trees containing a DBH greater than ten (10) inches. This requirement may be modified for properties larger than 100 acres by the Development Services Director for Master Planned Communities and/or heavily treed properties provided appropriate documentation is submitted for review.

~~(23)~~(25) *Aerial photograph.* An aerial photograph with the source and date of the photograph; and

~~(24)~~(26) *Phasing.* Planned phases, if any, are to be shown. Each phase shall be designed to stand on its own if subsequent phases are not developed.

(D) *Additional analyses.* The following studies, documentation, and forms shall be provided in addition to the requirements set forth by section 5.4(C).

(1) *Traffic impact analysis (TIA).* The applicant shall submit a TIA conducted within one (1) year prior to submittal and has been accepted by Sumter County Public Works;
~~The applicant shall submit an up-to-date TIA pursuant to section 1.17 of this Code. The TIA shall be conducted no earlier than one (1) year prior to the submittal date;~~

~~(1)~~(2) *Environmental assessment.* A professionally conducted survey of native vegetative communities shall be required for all proposed development sites. This survey shall be conducted by an ecologist, biologist, or similar professional and shall include an inventory of wildlife, as well as state and federally listed endangered and threatened animal and plant species, and species of special concern. The assessment shall be conducted no later than one (1) year prior to the submittal date. The environmental assessment shall address at a minimum:

- (a) Wildlife and listed species populations within the proposed development site;
- (b) The feasibility and availability of onsite management and protection of identified wildlife and listed species; and
- (c) The appropriateness of mitigating the impacts of development by the relocation of the listed species to an acceptable off-site location, in the event that on-site protection is shown to be ineffective.

(3) *Preliminary concurrency determination.* An application for preliminary concurrency determination pursuant to section 7.2(B)(2).

(4) *Supplemental applications.* The following supplemental applications are also required:

- (a) Sign application, if applicable; and
- (b) Tree removal permit.

(5) *Stormwater calculations.* The subdivider's engineer shall provide the stormwater calculations for the area to be subdivided.

(6) *Flood elevation data.* All new subdivision proposals and other proposed developments greater than 50 lots or 5 acres, whichever is lesser, shall include base flood elevation data.

(7) *Covenants.* A draft copy of any proposed protective covenants or deed restrictions shall be submitted.

(8) *HOA documents and/or maintenance agreement.* An agreement outlining the supervision and maintenance of all common areas within the subdivision, unless maintenance is provided by a Community Development District (CDD).

(9) *Agreements.* Copies of all executed agreements tied to the property being subdivided (i.e. PD, developer's, development, etc.).

- (e) Other means of security acceptable to the City Attorney's office and the public works and/or utilities departments.
- (3) *Surety for Maintenance.* In all cases where public improvements are installed, a two-year (2-year) surety in the amount of twenty percent (20%) of the construction costs must be posted to guarantee maintenance of the public improvements. The amounts of the surety must be approved as adequate by the Public Works Director and/or the City Engineer. At the conclusion of the two-year (2-year) maintenance period the developer may petition the City to release the surety. The City will inspect the public improvements and issue a determination of any public improvements covered by the surety that are in need of repair. Upon verification that all repairs have been made, the City will release the surety. Subdivisions being developed in a CDD may be exempt from posting a surety. The surety shall run in favor of the City Commission, must be in a form acceptable to the City Attorney, and may be either:
 - (a) A maintenance bond underwritten by a surety insurer authorized to transact such business in this state;
 - (b) A cash deposit and escrow agreement governing control and use thereof;
 - (c) An irrevocable letter of credit (issued by a financial institution authorized to conduct business within this state);
 - (d) A cashier's check or certified check and maintenance bond agreement; or
 - (e) Other means of security acceptable to the City Attorney's office and the public works and/or utilities departments.
- ~~(4)~~ *Preliminary concurrency determination.* An application for preliminary concurrency determination pursuant to section 7.2(B)(2).
- ~~(4)~~~~(5)~~ *Building elevations and model home details. Color renderings of building elevations and model home details shall be submitted that comply with the City's Land Development Regulations, Design District Standards or Planned Development Agreement, as applicable.*
- ~~(5)~~~~(6)~~ *Covenants.* Any protective deed covenants to be placed on the property shall be notarized and in a form suitable for recording.
- ~~(6)~~~~(7)~~ *Title certificate.* A certificate of ownership, signed by a licensed attorney-at-law or an abstract company, in accordance with Florida statute in a form approved by the City Attorney.
- ~~(7)~~~~(8)~~ *Letters of service.* Letters will be submitted by all appropriate utility companies stating that all easements are adequate. In cases where the City does not receive cooperation from utility company, Development Services Director may determine adequacy of proposed easements.
- ~~(8)~~~~(9)~~ *HOA documents and/or maintenance agreement.* An agreement outlining the supervision and maintenance of all common areas within the subdivision.
- ~~(9)~~~~(10)~~ *Permits.* Copies of all applicable permits (i.e. driveway, SWFWMD, County, FDOT, etc.) shall be provided.
- ~~(10)~~~~(11)~~ *Agreement.* No plat shall be approved without an executed developer's or development agreement, if such agreement is required by the City Manager.
- (D) *Clerk of Court recording.* Within the legal timeframe, the approved plat shall be submitted to the Clerk of Court for recording with recording fee, and at the time of recording, the following shall be submitted to the Clerk for their distribution:
 - (1) *Original final plat.* The mylar copy of the final plat is to be contained within the Clerk's original plat book.
 - (2) *Copy of final plat.* An additional copy of the final plat will be retained by the Clerk as public record.

Applicants are encouraged to provide pertinent information to the Development Services Director in advance of the meeting. The Development Services Director shall determine the appropriate persons and parties to be in attendance at the pre-application conference.

- (B) *Application.* An application for planned development is required for all planned development proposals. The application shall be submitted to the office of the Development Services Director and include supporting documents and analyses specified on the application. If the application is from anyone other than a City official or board, the payment of such fees as have been established by the City Commission shall be submitted.
- (C) *Sufficiency.* The Development Services Director shall review the application for ~~sufficiency~~completeness. Upon determination of ~~sufficiency~~completeness, project review shall begin. ~~the applicant shall be given notice of the Project Review Committee meeting within seven (7) days of the meeting.~~
- (D) *Project Review Committee.* The Project Review Committee shall review all applications for planned development. The Project Review Committee shall review the application in accordance with section 1.6(B) of this Code. All comments of the Project Review Committee shall be included in the staff report and presented to the Planning and Zoning Board.
- (E) *Planning and Zoning Board.* The Planning and Zoning Board shall hold a duly noticed public hearing to consider the application for planned development. The Planning and Zoning Board shall review the proposed application and make recommendations to the City Commission.
- (F) *City Commission.* The City Commission shall hold a duly noticed public hearing and shall approve, approve with conditions, or deny the application in accordance with section 3.3(C) (5) of this Code.
- (G) *Approval.* The City Commission may approve a PD only after substantial, competent evidence has been presented that allows the Commission to make the following findings:
 - (1) The request is consistent with the comprehensive plan and the future land use map;
 - (2) The uses of other property in the neighborhood for purposes already established will not be substantially impaired or diminished;
 - (3) Adequate public facilities are available, or an agreement has been established that will provide these improvements in a reasonable time frame;
 - (4) Granting the application will not allow a type or intensity that is premature or out of character in relationship to the vision of the surrounding area; and
 - (5) Whether the proposed change will constitute a grant of special privilege to the applicant.
- (H) *Zoning overlay map.* In accordance with the section 3.2(D), the City shall maintain a zoning overlay map that illustrates the various planned developments throughout the City. After City Commission approval of a planned development the zoning overlay map shall be modified to include the planned development. The zoning overlay map shall be available for public inspection and shall include, at a minimum, the following:
 - (1) Boundary of the planned development;
 - (2) The name of the planned development; and
 - (3) The ordinance number and adoption date.

8.3. Required Documentation and Analyses.

- (A) The application for planned development shall require accompanying documentation and/or analyses in support of the application. Such documentation and analyses shall include:
 - (1) Traffic impact analysis (TIA). The applicant shall submit a TIA that has been conducted within one (1) year prior to submittal and has been accepted by Sumter County Public Works;

~~(1) The applicant shall submit a TIA pursuant to section 1.17 of this Code. The TIA shall be conducted no later than one (1) year prior to the submittal date.~~

- (2) *Environmental assessment.* A professionally conducted survey of native vegetative communities shall be required for all proposed planned development sites. The Development Services Director may waive this requirement in situations where the site has been previously developed. This survey shall be conducted by an ecologist, biologist, or similar professional and shall include an inventory of wildlife, as well as state and federally listed endangered and threatened animal and plant species, and species of special concern. The assessment shall be conducted no later than one (1) year prior to the submittal date. The environmental assessment shall address at a minimum:
 - (a) Wildlife and listed species populations within the proposed development site;
 - (b) The feasibility and availability of onsite management and protection of identified wildlife and listed species;
 - (c) The appropriateness of mitigating the impacts of development by the relocation of the listed species to an acceptable off-site location, in the event that on-site protection is shown to be ineffective.
- (3) *Preliminary concurrency analysis.* In addition to the TIA, the applicant shall prepare a preliminary concurrency analysis that calculates the projected demands generated by the proposed project and shall state the availability of such facilities in relation to the project. The Development Services Department shall review the preliminary concurrency analysis in accordance with subsection 7.2(B)(1).
- (4) *Map series.* The applicant shall provide a series of maps as required on the application for planned development.
- (5) Any additional documentation or analyses required on the application for planned development or determined during the pre-application conference.

8.4. Conceptual Plan.

- (A) The application for planned development shall be accompanied by a conceptual plan of the proposed project. The purpose of the conceptual plan is to provide the City with general information with respect to the type, character, scale and intensity, as well as the phasing of the proposed project in order for the City to evaluate the potential impacts of the project and to demonstrate the suitability of the site. The level of detail contained within the conceptual plan will be determined during the pre-application conference at the discretion of the Development Services Director, but the following information, at a minimum, shall be included on the conceptual plan:
 - (1) Legal description of the property;
 - (2) Map illustrating the location of the project in context with the City;
 - (3) The zoning of parcels adjacent to the project;
 - (4) Density and intensity of land uses and their location throughout the site with tabulations by acreage and percentages thereof;
 - (5) Location of all recreation facilities, open spaces and preservation areas with tabulations by acreage and percentages thereof;
 - (6) The number, type and location of residential buildings and dwelling units;
 - (7) The square footage and location of all nonresidential buildings;
 - (8) The internal transportation network and facilities including provisions for pedestrian, multi-modal and transit where applicable;
 - (9) Identification of the adjacent external transportation network;

Exhibit B

LIST OF PROPOSED REVISIONS

Revised sufficiency time frame	Pg. 1-7, 1-13, 8-2
Added Minor Site Plan to Project Approval Process	Pg. 1-12
Revised TIA requirements	Pg. 1-14
Revised ACB definition for clarity	Pg. 2-2
Added Bed and Breakfast definition	Pg. 2-3
Removed Construction definition – is on pg. 2-17	Pg. 2-5
Revised Hotel definition	Pg. 2-10
Added Modular Bldg definition/Revised Motel and Multi-Family definition	Pg. 2-13
Revised Mixed Use formula to align with 2050 Comp plan	Pg. 3-5
Added Bed & Breakfast to SE requirements	Pg. 3-10
Added Hospital to SE requirements	Pg. 3-11
Revised Internet Café regulations for clarity	Pg. 3-51
Revised FLUM designations to align with 2050 Comp Plan	Pg. 3-56
Revise setbacks to align with new FLU designations	Pg. 3-57
Added SFD & SFA to permitted uses in C-2A/Added SFA to permitted uses in CC Changed Bed and Breakfast from CU to SE	Pg. 3-63
Changed Hospital from CU to SE	Pg. 3-64
Changed use table to be more specific about indoor/outdoor storage	Pg. 3-66
Added additional requirements for Site Plan, Improvement Plan & Final Plat submission	Pg. 4-4, 4-5, 5-6, 5-9
Modified TIA requirements	Pg. 4-5, 5-7, 8-2

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

The case below was heard on Tuesday, July 5, 2022, by the Special Magistrate. The City of Wildwood seeks approval and favorable recommendation from the Planning and Zoning Board/Special Magistrate for revisions to the City's Land Development Regulations.

Under Land Development Regulation (LDR) § 1.2(D), the Planning and Zoning Board/Special Magistrate has a duty to make a recommendation to the City Commission on all proposed amendments.

Based upon the testimony, evidence, and information presented, the Special Magistrate recommends approval of the revisions to the Land Development Regulations.

Special Magistrate gives a favorable recommendation of Ordinance O2022-49 to the City Commission for final determination.

Dated: July 5, 2022



Lindsay C.T. Holt
Special Magistrate City of Wildwood

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: **Stormwater Illicit Discharge and Connection Ordinance**

REQUESTED ACTION: Staff recommends approval.

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

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

The Florida Department of Environmental Protection (FDEP) issued a Phase II Municipal Separate Storm Sewer System (MS4) permit on March 31st, 2021. As part of the stormwater permit, the City is required to adopt an ordinance to establish a policy prohibiting illicit discharge connections and dumping of non-stormwater discharges into the City's MS4. City staff have coordinated with consulting engineers, Kimley-Horn, to develop the proposed ordinance O2022-59. The City Attorney has reviewed and approved the proposed ordinance as to content and form.

ORDINANCE NO. O2022-59

AN ORDINANCE OF THE CITY OF WILDWOOD FLORIDA,
ADOPTING ILLICIT DISCHARGE AND CONNECTION
STORMWATER ORDINANCE; PROVIDING FOR PURPOSE
AND INTENT; PROVIDING FOR DEFINITIONS; PROVIDING
FOR CODIFICATION; PROVIDING FOR CONFLICT;
PROVIDING FOR SEVERABILITY; AND PROVIDING FOR
AN EFFECTIVE DATE

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

SECTION 1. - PURPOSE/INTENT.

The purpose of this article is to provide for the health, safety, and general welfare of the citizens of the city through the regulation of non-stormwater discharges to the storm drainage system to the maximum extent practicable as required by federal and state law. This article establishes methods for controlling the introduction of pollutants into the municipal separate storm sewer system (MS4) in order to comply with the requirements of the National Pollutant Discharge Elimination System (NPDES) permit process. The objectives of this article are:

- (a) To regulate the contribution of pollutants to the municipal separate storm sewer system (MS4) by stormwater discharges by any user;
- (b) To prohibit Illicit Connections and Discharges to the municipal separate storm sewer system;
- (c) To establish legal authority to carry out all inspection, surveillance, and monitoring procedures necessary to ensure compliance with this article; and
- (d) To safeguard persons, protect property, and prevent damage to the environment, to the maximum extent possible.

SECTION 2. - DEFINITIONS.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Best Management Practices (BMPs). Means schedules of activities, prohibitions of practices, general good housekeeping practices, pollution prevention and educational practices, maintenance procedures, and other management practices to prevent or reduce the discharge of pollutants directly or indirectly to stormwater, receiving waters, or stormwater conveyance systems. BMPs also include treatment practices, operating procedures, and practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage.

Clean Water Act. The federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), and any subsequent amendments thereto.

Code Inspector. Means any authorized agent or employee of the city whose duty it is to assure code compliance. Code inspector includes any police officer.

Construction Activity. Activities subject to NPDES Construction Permits. These include construction projects resulting in land disturbance of 5 acres or more. Such activities include but are not limited to clearing and grubbing, grading, excavating, and demolition.

Hazardous Materials. Any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

Illegal Discharge. Any direct or indirect non-stormwater discharge to the storm drain system, except as exempted in Section X of this article.

Illicit Connections. An illicit connection is defined as either of the following:

Any drain or conveyance, whether on the surface or subsurface, which allows an illegal discharge to enter the storm drain system including but not limited to any conveyances which allow any non-stormwater discharge including sewage, process wastewater, and wash water to enter the storm drain system and any connections to the storm drain system from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved by an authorized enforcement agency or, any drain or conveyance connected from commercial or industrial land use to the storm drain system which has not been documented in plans, maps, or equivalent records and approved by an authorized enforcement agency.

Industrial Activity. Activities subject to NPDES Industrial Permits as defined in 40 CFR, Section 122.26 (b)(14).

National Pollutant Discharge Elimination System (NPDES) Stormwater Discharge Permit. Means a permit issued by EPA (or by a State under authority delegated pursuant to 33 USC § 1342(b)) that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general area-wide basis.

Non-Stormwater Discharge. Any discharge to the storm drain system that is not composed entirely of stormwater.

Person: Means any individual, association, organization, partnership, firm, corporation, or other entity recognized by law and acting as either the owner or as the owner's agent.

Pollutant. Anything which causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents; oil and other automotive fluids; non-hazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects, articles, and accumulations, so that same may cause or contribute to pollution; floatable; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; and noxious or offensive matter of any kind.

Premises. Any building, lot, parcel of land, or portion of land whether improved or unimproved including adjacent sidewalks and parking strips.

Storm Drainage System. Publicly owned facilities by which stormwater is collected and/or conveyed, including but not limited to any roads with drainage systems, municipal streets, gutters, curbs, inlets, piped storm drains, pumping facilities, retention and detention basins, natural and human-made or altered drainage channels, reservoirs, and other drainage structures.

Stormwater. Any surface flow, runoff, and drainage consisting entirely of water from any form of natural precipitation and resulting from such precipitation.

Stormwater Pollution Prevention Plan. A document which describes the Best Management Practices and activities to be implemented by a person or business to identify sources of pollution or contamination at a site and the actions to eliminate or reduce pollutant discharges to Stormwater, Stormwater Conveyance Systems, and/or Receiving Waters to the Maximum Extent Practicable.

Wastewater. Means any water or other liquid, other than uncontaminated stormwater, discharged from a facility.

SECTION 3. - APPLICABILITY.

This article shall apply to all water entering the storm drain system generated on any developed and undeveloped lands unless explicitly exempted by the city.

SECTION 4. - RESPONSIBILITY FOR ADMINISTRATION.

The city shall administer, implement, and enforce the provisions of this article. Any powers granted or duties imposed upon the city may be delegated in writing by the city manager to persons or entities acting in the beneficial interest of or in the employ of the city.

SECTION 5. - ULTIMATE RESPONSIBILITY.

The standards set forth herein and promulgated pursuant to this article are minimum standards; therefore, this article does not intend nor imply that compliance by any person will ensure that there will be no contamination, pollution, nor unauthorized discharge of pollutants.

SECTION 6. - DISCHARGE PROHIBITIONS.

Prohibition of Illegal Discharges.

No person shall discharge or cause to be discharged into the municipal storm drain system or watercourses any materials, including but not limited to pollutants or waters containing any pollutants that cause or contribute to a violation of applicable water quality standards, other than stormwater.

- (a) The commencement, conduct or continuance of any illegal discharge to the storm drain system is prohibited except as described as follows:
 - (1) The following discharges are exempt from discharge prohibitions established by this article: water line flushing or other potable water sources, landscape irrigation or lawn watering, diverted stream flows, rising ground water, ground water infiltration to storm drains, uncontaminated pumped ground water, foundation or footing drains (not including active groundwater dewatering systems), crawl space pumps, air conditioning condensation, springs, non-commercial washing of vehicles, natural riparian habitat or wet-land flows, swimming pools (if dechlorinated - typically less than one PPM

chlorine), firefighting activities, and any other water source not containing pollutants.

- (2) Discharges specified in writing by the authorized enforcement agency as being necessary to protect public health and safety.
- (3) Dye testing is an allowable discharge but requires a verbal notification to the authorized enforcement agency prior to the time of the test.
- (4) The prohibition shall not apply to any non-stormwater discharge permitted under an NPDES permit, waiver, or waste discharge order issued to the discharger and administered under the authority of the Federal Environmental Protection Agency, provided that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that written approval has been granted for any discharge to the storm drain system.

(b) Prohibition of Illicit Connections.

- (1) The construction, use, maintenance, or continued existence of illicit connections to the storm drain system is prohibited.
- (2) This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.
- (3) A person is considered to be in violation of this article if the person connects a line conveying sewage to the MS4 or allows such a connection to continue.

SECTION 7. - SUSPENSION OF MS4 ACCESS.

(a) Suspension due to Illicit Discharges in Emergency Situations

The city may, without prior notice, suspend MS4 discharge access to a person when such suspension is necessary to stop an actual or threatened discharge which presents or may present imminent and substantial danger to the environment, or to the health or welfare of persons, or to the MS4 or Waters of the United States. If the violator fails to comply with a suspension order issued in an emergency, the authorized enforcement agency may take such steps as deemed

necessary to prevent or minimize damage to the MS4 or Waters of the United States, or to minimize danger to persons.

(b) Suspension due to the Detection of Illicit Discharge

Any person discharging to the MS4 in violation of this article may have their MS4 access terminated if such termination would abate or reduce an illicit discharge. The authorized enforcement agency will notify a violator of the proposed termination of its MS4 access. The violator may petition the authorized enforcement agency for a reconsideration and hearing.

A person commits an offense if the person reinstates MS4 access to premises terminated pursuant to this Section, without the prior approval of the authorized enforcement agency.

SECTION 8. - INDUSTRIAL OR CONSTRUCTION ACTIVITY DISCHARGES.

Any person subject to an industrial or construction activity NPDES stormwater discharge permit shall comply with all provisions of such permit. Proof of compliance with said permit may be required in a form acceptable to the city prior to the allowing of discharges to the MS4.

SECTION 9. - MONITORING OF DISCHARGES.

(a) Applicability.

This section applies to all facilities that have stormwater discharges associated with industrial activity, including construction activity.

(b) Access to Facilities.

- (1) The city shall be permitted to enter and inspect facilities subject to regulation under this article as often as may be necessary to determine compliance with this article. If a discharger has security measures in force which require proper identification and clearance before entry into its premises, the discharger shall make the necessary arrangements to allow access to representatives of the authorized enforcement agency.

- (2) Facility operators shall allow the city ready access to all parts of the premises for the purposes of inspection, sampling, examination and copying of records that must be kept under the conditions of an NPDES permit to discharge stormwater, and the performance of any additional duties as defined by state and federal law.
- (3) The city shall have the right to set up on any permitted facility such devices as are necessary in the opinion of the authorized enforcement agency to conduct monitoring and/or sampling of the facility's stormwater discharge.
- (4) The city has the right to require the discharger to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the discharger at its own expense. All devices used to measure stormwater flow and quality shall be calibrated to ensure their accuracy.
- (5) Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the operator at the written or oral request of the city and shall not be replaced. The costs of clearing such access shall be borne by the operator.
- (6) Unreasonable delays in allowing the city access to a permitted facility is a violation of a stormwater discharge permit and of this article. A person who is the operator of a facility with a NPDES permit to discharge stormwater associated with industrial activity commits an offense if the person denies the authorized enforcement agency reasonable access to the permitted facility for the purpose of conducting any activity authorized or required by this article.
- (7) If the city has been refused access to any part of the premises from which stormwater is discharged, and he/she is able to demonstrate probable cause to believe that there may be a violation of this article, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program designed to verify compliance with this article or any order issued hereunder, or to protect the overall public health, safety, and welfare of the community, then the authorized enforcement agency may seek issuance of a search warrant from any court of competent jurisdiction.

SECTION 10. - REQUIREMENT TO PREVENT, CONTROL, AND REDUCE STORMWATER POLLUTANTS BY THE USE OF BEST MANAGEMENT PRACTICES.

The city will adopt requirements identifying Best Management Practices for any activity, operation, or facility which may cause or contribute to pollution or contamination of stormwater, the storm drain system, or waters of the U.S. The owner or operator of a commercial or industrial establishment shall provide, at their own expense, reasonable protection from accidental discharge of prohibited materials or other wastes into the municipal storm drain system or watercourses through the use of these structural and non-structural BMPs. Further, any person responsible for a property or premise, which is, or may be, the source of an illicit discharge, may be required to implement, at said person's expense, additional structural and non-structural BMPs to prevent the further discharge of pollutants to the municipal separate storm sewer system. Compliance with all terms and conditions of a valid NPDES permit authorizing the discharge of stormwater associated with industrial activity, to the extent practicable, shall be deemed compliance with the provisions of this section. These BMPs shall be part of a stormwater pollution prevention plan (SWPP) as necessary for compliance with requirements of the NPDES permit.

SECTION 11. - WATERCOURSE PROTECTION.

Every person owning property through which a watercourse passes, or such person's lessee, shall keep and maintain that part of the watercourse within the property free of trash, debris, excessive vegetation, and other obstacles that would pollute, contaminate, or significantly retard the flow of water through the watercourse. In addition, the owner or lessee shall maintain existing privately owned structures within or adjacent to a watercourse, so that such structures will not become a hazard to the use, function, or physical integrity of the watercourse.

SECTION 12. - NOTIFICATION OF SPILLS.

Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials which are resulting or may result in illegal discharges or pollutants discharging into stormwater, the storm drain system, or water of the U.S. said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of hazardous materials said person shall immediately notify emergency response agencies of the occurrence via emergency dispatch services. In the event of a release of non-hazardous materials, said person shall notify the authorized enforcement agency in person or by phone or facsimile no later than the next business day. Notifications in person or by phone shall be confirmed by written notice addressed and mailed to the city

within three (3) business days of the phone notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three (3) years.

SECTION 13. - SEDIMENT AND EROSION CONTROL REQUIREMENTS.

- (a) Any person conducting a land-disturbing activity shall take all reasonable measures to protect all public and private property from damage caused by such activity, consistent with the requirements of this article. Additionally, any such person shall be held responsible for knowing and abiding by the requirements of this article.
- (b) All construction work, including work in an area less than one (1) acre in size, that has the potential to impact the city's MS4, surface waters, and/or adjacent properties, is required to employ sediment and erosion control measures that are in accordance with the Florida Department of Environmental Protection ("FDEP") Florida Stormwater Erosion and Sedimentation Control Inspector's Manual, latest revision, to maintain water quality standards in accordance with Southwest Florida Water Management District ("SWFWMD") standards.
- (c) All construction activity that results in the disturbance of an area equal to or greater than one (1) acre is required to obtain coverage under the FDEP Generic Permit for Stormwater Discharge from Large and Small Construction Activities (Construction Generic Permit ["CGP"]). The notice of intent ("NOI"), any correspondence, the acknowledgment letter granting coverage under the CGP, a copy of the CGP, erosion control plans, SWPPP, and all completed inspection forms and other documentation required by the CGP shall be available at the site at all times and made available to the city manager or any other city official or inspector until land-disturbing activities have been completed. The contractor shall always have at least one person on-site during work activities who is certified through the Florida Stormwater, Erosion and Sedimentation Control Inspector Training Program. All construction activity that involves the alteration of surface water flows is required to obtain coverage under the FDEP Environmental Resource Permit ["ERP"].
- (d) An affidavit, in a form prescribed by the city, that is signed by the property owner and certified contractor acknowledging the parties' obligations to implement a sediment and erosion control plan that meets the standards of this article and evidences the parties' agreement to maintain the plan for the

duration of the construction phase shall be submitted with a building permit application ("construction site sediment and erosion control affidavit").

- (e) In order to obtain a building permit for any land-disturbing activity, an environmental plan review by the development services department shall be required to ensure sediment and erosion controls are included in the plans.
- (f) Construction entrance(s) shall be stabilized wherever traffic will be leaving a construction site and traveling on paved roads or other paved areas within the site that is open to the public.
- (g) Any sediment that is tracked onto road pavement shall be removed immediately (prior to the end of each workday).
- (h) Pavement shall not be cleaned by washing/flushing street unless proper drain protection is in place to prevent discharges into the MS4.
- (i) All sediments/soils shall remain on site.
- (j) Perimeter protection, including a staked silt fence where applicable, is required for all development or redevelopment activities.
- (k) Catch basin inserts are to be used to prevent sediments from entering drainage system. Inserts are to be inspected and cleaned weekly and after each rainfall event.
- (l) If water truck is used to control dust on dirt/graded areas only, water truck will only drop enough water to control the dust or reach the optimum moisture content of the soil for compaction. No run-off is to be generated.
- (m) Controlling dust on paved roadways will be done by use of a sweeper with water-jet sprayers. Only enough water should be applied to control dust while sweeping. Sprayers shall not generate runoff into catch basins.
- (n) All disturbed areas of the site shall be vegetated or otherwise temporarily stabilized until construction completion.
- (o) Sediment/soil erosion entering the right-of-way, adjacent private property, or waterbody shall be prohibited.
- (p) Sediment/soil erosion from uplands into environmentally sensitive areas shall be prohibited.

- (q) Dumping or piling vegetative debris or clippings in right-of-way or environmentally sensitive areas shall be prohibited.
- (r) Tracking sediment or soil onto a roadway shall be prohibited.
- (s) Floating turbidity curtains labeled with the name of the contractor shall be required for construction or development activities occurring in or adjacent to a waterway, or that may cause sedimentation of the adjacent waterway.

SECTION 14. - ENFORCEMENT AND PENALTIES.

- (a) If a code inspector finds a violation of section 6 and/or 13 of this article, the code inspector shall issue a notice of violation. The notice shall inform the violator of the nature of the violation, amount of fine for which the violator is liable, instructions and due date for paying the fine, that the violation may be appealed by requesting an administrative hearing before a special master within ten (10) days after service of the notice of violation, and that the failure to appeal the violation within ten (10) days of service shall constitute an admission of the violation and a waiver of the right to a hearing. Each act or violation and each day upon which any violation shall occur shall constitute a separate offense. Such notice may also require:
 - (1) The performance of monitoring, analyses, and reporting;
 - (2) The elimination of illicit connections or discharges;
 - (3) That violating discharges, practices, or operations shall cease and desist;
 - (4) The abatement or remediation of stormwater pollution or contamination hazards and the restoration of any affected property at the violators expense;
 - (5) The implementation of source control or treatment BMPs; and/or
 - (6) If abatement of a violation and/or restoration of affected property is required, the notice shall set forth a deadline within which such remediation or restoration must be completed.
- (b) A violator who has been served with a notice of violation must elect to either:
 - (1) Pay the following civil fine:

- a. First violation within a 12-month period: \$500.00;
 - b. Second violation within a 12-month period: \$1,000.00;
 - c. Third or subsequent violation within a 12-month period: \$5,000.00; or
- (2) Request an administrative hearing before a special master to appeal the notice of violation, which must be requested within ten days of the service of the notice of violation. The procedures for appeal by administrative hearing of the notice of violation shall be in substantially the same format as hearings conducted under the Special Master Code Enforcement Procedure set forth in Chapter 2, Article V of this Code. Applications for hearings must be accompanied by a fee as approved by a resolution of the city commission, which shall be refunded if the named violator prevails in the appeal.
- (c) Failure to pay the civil fine, or to timely request an administrative hearing before a special master, shall constitute a waiver of the violator's right to an administrative hearing before the special master, and shall be treated as an admission of the violation, for which fines, and penalties shall be assessed accordingly. Unpaid fines shall accrue interest at the highest legal limit authorized by law.
- (d) A certified copy of an order imposing a fine may be recorded in the public records, and thereafter shall constitute a lien upon any real or personal property owned by the violator, which may be enforced in the same manner as a court judgment by the sheriffs of this state, including levy against the violator's real or personal property, but shall not be deemed to be a court judgment except for enforcement purposes. After three (3) months following the recording of any such lien that remains unpaid, the city may foreclose or otherwise execute upon the lien for the amount of the lien, plus accrued interest, collection costs, and attorneys' fees.
- (e) The special master shall be prohibited from hearing the merits of the notice of violation or considering the timeliness of a request for an administrative hearing if the violator has failed to request an administrative hearing within ten (10) days of the service of the notice of violation. The special master shall not have discretion to alter the penalties prescribed in this article. Any party aggrieved by a decision of a special master may appeal that decision to a court of competent jurisdiction.

- (f) The violator shall be required to pay any fines or costs of mitigation associated with any water quality control violation issued by an agency to the city because of the violator's failure to eliminate turbid runoff from a site and/or any activity that raises background levels of turbidity above existing background levels.
- (g) The violator is responsible for reimbursement to the city of all investigative and cleanup costs incurred by the city. Costs shall include, but are not limited to, costs associated with equipment operation and maintenance associated with the investigation, materials used in the investigation, personnel, contract services, waste disposal, laboratory fees, and any other Environment and Sustainability Department labor costs. The city shall issue an itemized invoice with all reimbursable costs to the violator

SECTION 15. - ENFORCEMENT MEASURES AFTER APPEAL.

If the violation has not been corrected pursuant to the requirements set forth in the Notice of Violation, or, in the event of an appeal, within fifteen (15) days of the decision of the special master upholding the notice of violation, then representatives of the city shall be authorized to enter upon the subject private property and to take any and all measures necessary to abate the violation and/or restore the property. It shall be unlawful for any person, owner, agent or person in possession of any premises to refuse to allow the city or designated contractor to enter upon the premises for the purposes set forth above.

SECTION 16. - INJUNCTIVE RELIEF.

It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this Article. If a person has violated or continues to violate the provisions of this article, the city may petition for a preliminary or permanent injunction restraining the person from activities which would create further violations or compelling the person to perform abatement or remediation of the violation.

SECTION 17. - COMPENSATORY ACTION.

In lieu of enforcement proceedings, penalties, and remedies authorized by this Article, the city may impose upon a violator alternative compensatory action, such as storm drain stenciling, attendance at compliance workshops, creek cleanup, etc.

SECTION 18. - VIOLATIONS DEEMED A PUBLIC NUISANCE.

In addition to the enforcement processes and penalties provided, any condition caused or permitted to exist in violation of any of the provisions of this Article is a threat to public health, safety, and welfare, and is declared and deemed a nuisance, and may be summarily abated or restored at the violator's expense, and/or a civil action to abate, enjoin, or otherwise compel the cessation of such nuisance may be taken.

SECTION 19. - OWNERSHIP AND MAINTENANCE RESPONSIBILITIES.

- (a) Nothing in this article shall affect the ownership and/or maintenance responsibilities of individual storm drainage system components within the city.
- (b) Privately-owned stormwater system components within the city, including privately owned drainage retention areas, shall remain privately owned and maintained until such time as a legal instrument is executed transferring such ownership and/or maintenance responsibility.
- (c) Publicly owned stormwater system components within the city, including publicly owned drainage retention areas, shall remain owned and maintained by the city, County or State authority until such time as a legal instrument is executed transferring such ownership and/or maintenance responsibility.

SECTION 20. - REMEDIES NOT EXCLUSIVE.

The remedies listed in this article are not exclusive of any other remedies available under any applicable Federal, State or Local Law and it is within the discretion of any authorized law enforcement agency to seek cumulative remedies. Imposition of penalties under this article shall not create a defense against in any action brought by another enforcement agency with jurisdiction to enforce any state or federal law.

SECTION 21. – SEVERABILITY.

If any section, sentence, clause, phrase or word of this Article is for any reason held or declared unconstitutional, inoperative, or void, such holding or invalidity shall not affect the remaining portions of this Article, and it shall be construed to have been the Commission's intent to pass this Article without such unconstitutional, invalid, or inoperative part therein.

SECTION 22. - CONFLICT.

Any existing article of the city, or portions thereof, in conflict with the terms of this article are hereby repealed.

SECTION 23. - EFFECTIVE DATE.

This Ordinance shall be in full force and effect 30 days after its final passage and adoption. All prior ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

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

CITY COMMISSION

CITY OF WILDWOOD, FLORIDA

Ed Wolf, Mayor

ATTEST: _____
Susan Patterson, City Clerk

First Reading: _____

Second Reading: _____

Approved as to form:

City Attorney

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Tri-County Sanitation Franchise Agreement Amendment

REQUESTED ACTION: Staff recommends approval.

CONTRACT: Vendor/Entity: Tri-County Sanitation
Effective Date: 08/01/2022 Termination Date:
Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

The City passed Ordinance O2017-18 on April 10, 2017, granting Tri-County Sanitation, LLC a non-exclusive franchise for solid waste services within The Villages® development lying south of SR 44.

Section 11 of the Ordinance allows for a semi-annual adjustment to fees for increases or decreases in fuel costs to the Franchisee. The Franchisee has not requested a fuel rate adjustment from the City within the last six months and is now requesting an adjustment effective August 1, 2022. The adjustment is based upon fuel pricing as per "On Highway Retail Diesel Price," Lower Atlantic Region, U.S. Department of Energy, Energy Information Administration. The adjustment amounts to an additional \$.39. The rate will be adjusted again on January 1, 2023. Total rates, with the fuel adjustment, can be seen in the attachments.

ORDINANCE NO. O2022-55

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA
AMENDING AND RESTATING ORDINANCE NO 2017-18;
RELATING TO THE TRI-COUNTY SOLID WASTE
FRANCHISE AGREEMENT; AMENDING EXHIBIT "B" AND
EXHIBIT "C"; ESTABLISHING NEW RATES AND FEES;
PROVIDING FOR SEVERABILITY; PROVIDING FOR
CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Wildwood, Florida (the "City") enacted Ordinance No. O2017-18 on April 10, 2017 (the "Tri-County Solid Waste Franchise Ordinance" or the "Ordinance"), relating to the granting of a non-exclusive franchise for solid waste collection to serve certain specified properties as further set forth in the Ordinance; and

WHEREAS, the franchise was granted to Tri-County Sanitation, LLC, Southeast referred to herein as the ("Franchisee"); and,

WHEREAS, Section 11.(3) of the Ordinance indicates that adjustments to the approved rates and fee schedule can be adjusted on a semi-annual basis for the cost of fuel to the Franchisee; and,

WHEREAS, the Franchisee has determined an adjustment to the rates and fee schedule is appropriate based upon an increase in fuel cost per the "On Highway Retail Diesel Price" Lower Atlantic Region, U.S. Department of Energy, Energy Information Administration; and,

WHEREAS, the Franchisee is requesting amendments to Exhibits "B" and "C" of the Ordinance to reflect an adjustment to the approved rates and fee schedule for a fuel surcharge; and,

WHEREAS, the City has determined that it is in the best interests of the citizens and residents of the City for Ordinance to be amended as set forth herein.

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

SECTION 1. FINDINGS AND INTENT. The City Commission finds that the above recitals warrant amendment of the Tri-County Solid Waste Franchise Ordinance.

SECTION 2. AMENDMENT. The Amended and Restated Tri-County Solid Waste Franchise Ordinance is amended as follows:

(a) Exhibits “B” and “C” of the Amended and Restated Tri-County Solid Waste Franchise Ordinance are hereby replaced by amended EXHIBIT B – RESIDENTIAL RATES and amended EXHIBIT C – COMMERCIAL RATES which are attached hereto.

SECTION 3. Except as amended in Section 2 herein, the Amended and Restated Tri-County Solid Waste Franchise Ordinance shall remain unchanged and in full force and effect.

SECTION 4. SEVERABILITY. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

SECTION 5. CONFLICT. All ordinances or parts of ordinances in conflict herewith, be, and the same are hereby repealed.

SECTION 6. EFFECTIVE DATE. This Ordinance shall become effective August 1, 2022 upon its adoption by the City Commission.

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

CITY COMMISSION

CITY OF WILDWOOD, FLORIDA

Ed Wolf, Mayor

ATTEST: _____
Susan Patterson, City Clerk

First Reading: _____

Second Reading: _____

Approved as to form:

City Attorney

EXHIBIT B – RESIDENTIAL RATES

Tri-County Sanitation

Monthly Solid Waste and Recycling Rates and Charges

- Residential Curbside (Effective 8/1/2022)

Monthly Rate	\$21.41
Fuel Surcharge	\$0.39
Total Rate	\$21.80

EXHIBIT C – COMMERCIAL RATES

Tri-County Sanitation

Monthly Solid Waste and Recycling Rates and Charges

- Commercial Curbside (Effective 8/1/2022)

Monthly Rate	\$19.90
Fuel Surcharge	\$0.39
Total Rate	\$20.29

- Commercial Dumpster Containers Rates per Month (Effective 8/1/2022)

Size	6	6	6	6	6	6
Pick-Up/Week	1	2	3	4	5	6
Service Charge	\$154.50	\$257.55	\$385.71	\$514.51	\$643.96	\$772.77
Disposal	\$56.16	\$112.31	\$168.00	\$224.63	\$280.78	\$336.94
Fuel Surcharge	\$0.72	\$1.44	\$2.16	\$2.88	\$3.60	\$4.32
Total	\$211.38	\$371.30	\$555.87	\$742.02	\$928.34	\$1,114.03
Size	8	8	8	8	8	8
Pick-Up/Week	1	2	3	4	5	6
Service Charge	\$167.38	\$321.95	\$476.52	\$631.08	\$785.65	\$940.22
Disposal	\$74.88	\$149.75	\$224.63	\$299.50	\$374.38	\$449.24
Fuel Surcharge	\$0.96	\$1.92	\$2.88	\$3.84	\$4.80	\$5.76
Total	\$243.22	\$473.62	\$704.03	\$934.42	\$1,164.83	\$1,395.22

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Wildwood Country Resort Lift Station # 8 Relocation Pay App #1 in the Amount of \$21,825.00

REQUESTED ACTION: Staff recommends approval.

CONTRACT: Vendor/Entity: Marion Rock, Inc
Effective Date: 07/01/2022 Termination Date:
Managing Division/Department: Utility Department / Wastewater Division

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

Lift Station No. 8 in Wildwood Country Resort is being relocated and upgraded pursuant to the approved property swap agreement between the City and The Villages and to accommodate the decommissioning of the Continental Country Club wastewater treatment facility and SR 44 force main project. This relocation project was approved on December 21, 2021. Attached is pay application # 1 for this project.

Kimley Horn and staff have reviewed the pay application for Marion Rock in the amount of \$21,825.00. This is a budgeted project in the 21/22 fiscal year budget. Funds are available in account 401-535-70-7303 (Wildwood Estates LS).

CONSTRUCTION SUBCONTRACTOR PAYMENT REQUISITION

FROM Marion Rock, Inc
5979 SE Maricamp Rd
Ocala, FL 34472
352-687-2023
nicole.marionrock@gmail.com

DATE 06/20/22
 REQUISITION NO 1
 PROJECT: Wildwood Estates Lift Station
 PERIOD FROM 06/01/22 TO 06/20/22

EXECUTED CHANGE ORDERS

NO.	DATE	ADD (DEDUCT)	AMOUNT
Net Amount of Change Orders			\$0.00

Original Contract Amount \$519,954.00
 Net Amount of Change Orders \$0.00
 Contract Sum To Date \$519,954.00
 Completed to Date (B) \$24,250.00
 Material Stored (B) \$0.00
 Total Completed / Stored \$24,250.00
 Retainage 10.00% \$2,425.00
 Total Earned Less Retainage \$21,825.00
 Less Previous Requisitions
 This Requisition \$21,825.00

(B) Attach documentation for accounts claimed

STATE OF FLORIDA
 COUNTY OF Marion }

BEFORE ME, the undersigned authority, personally appeared Ryan Boutwell
 of Marion Rock, Inc. as V President
 who, after being duly sworn, deposes and says:

1. That for and in consideration of the payment of this subcontractor payment requisition, the undersigned hereby releases all liens, lien rights, claims, debts or demands of any kind or nature whatsoever which the undersigned now or might hereafter have against Owner, the building, property and/or premises described above, on account of all work, labor and materials furnished to the date hereof by or for the undersigned and used in and about the construction of any building situated on the above described property or any part thereof, or in improving the above described property or any part thereof. That the undersigned or at the direction of the undersigned, has paid for all work, labor performed and materials used on the above property by the undersigned to the date hereof, and this statement is given under oath to enable the undersigned to obtain partial payment from Owner; that all persons contracting directly with, or directly employed by the undersigned, or in connection with said improvements, and under and in connection with this contract between Owner and the undersigned regarding the premises, have been paid in full to date.
2. That in the event the undersigned is a corporation or partnership the undersigned represents and warrants that he is duly authorized to execute this Affidavit and Lien Release on behalf of such organization.

DATED this 20th day of June, 20 22

FEDERAL ID# 59-3402323 Marion Rock, Inc.
 Subcontractor

By Ryan Boutwell

SWORN TO and subscribed before this 20th day of June, 20 22

- ☒ No Exceptions Taken ☐ Revise and Resubmit
☐ Exceptions Noted ☐ Rejected
☐ For Information Only

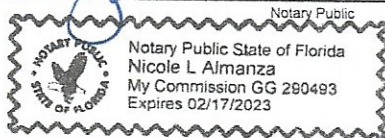
Our limited review is only for conformance with the design concept of the project and general compliance with the information given in our Plans and Specifications. Contractor is responsible for dimensions to be confirmed and correlated at the job site. Information that pertains to the fabrication processes or to techniques of construction, quantities, safety, coordination with other work, and for conformance to the requirements of the plans and specifications. Review does not authorize changes to contract unless stated specifically in separate letter or change order.

KIMLEY-HORN AND ASSOCIATES, INC.

Date 7/1/2022 By [Signature]

[Signature]

Nicole Almanza



Continuation Sheet (similar to G703)

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E This Period	F Materials Presently Stored (Not in D or E)	G		H Balance to Finish (C - G)	I Retainage (10%)
			From Previous Applications (D + E)				Total Completed and Stored to Date (D + E + F)	% Compl ete (G / C)		
1	MOB	11,500.00			5,000.00		5,000.00	43%	6,500.00	500.00
2	Clearing & grubbing	6,500.00			6,500.00		6,500.00	100%	-	650.00
3	Environmental protection	3,150.00			1,500.00		1,500.00	48%	1,650.00	150.00
4	Survey layout and record drawings	3,400.00					-	0%	3,400.00	-
5	Dewatering	9,500.00					-	0%	9,500.00	-
	Sitework						-			
6	General earthwork per plan	9,465.00					-	0%	9,465.00	-
7	Lift station site work	52,275.00					-	0%	52,275.00	-
	Site Utilities						-			
8	8" DR 18 C900 PVC force main (277LF \$64.00)	17,728.00					-	0%	17,728.00	-
9	Water service	5,890.00					-	0%	5,890.00	-
10	8" gate valve (2EA \$1700.00)	3,400.00					-	0%	3,400.00	-
11	Air release valve	3,150.00					-	0%	3,150.00	-
12	8" restrained plug	540.00					-	0%	540.00	-
13	8" cap	580.00					-	0%	580.00	-
14	Open cut existing force main	10,865.00					-	0%	10,865.00	-
15	12" gravity main (SDR 26) (71LF \$81.00)	5,751.00					-	0%	5,751.00	-
16	8-10'deep 4' diameter manhole (2EA \$11825.00)	23,650.00					-	0%	23,650.00	-
17	Core existing manhole and grout and repair west invert	4,710.00					-	0%	4,710.00	-
	Lift Station						-			
18	VW Estates lift station	230,000.00					-	0%	230,000.00	-
19	Lift station electrical and instrumentation	96,650.00					-	0%	96,650.00	-
20	Electrical service allowance	10,000.00					-	0%	10,000.00	-
21	Payment & Performance bond	11,250.00			11,250.00		11,250.00	100%	-	1,125.00

Continuation Sheet (similar to G703)

Totals	\$ 519,954.00	\$	-	\$ 24,250.00	\$	24,250.00	\$	495,704.00	\$	2,425.00
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CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: **Request for Proposals (RFP) Approval for Custodial Services**

REQUESTED ACTION: Staff recommends the Commission approve the RFP ranking and authorize the City Manager to execute the agreement.

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

In response to the increased number of new city facilities, the Public Works Administration has solicited contractual custodial services through a Request for Proposals (RFP). The RFP for the requested services was issued on Demand Star with a pre-bid meeting held on May 25th, 2022. A total of eight (8) vendors attended the mandatory pre-bid meeting. The RFP closed on June 8th, 2022, with a total of four (4) qualified vendors submitting proposals. A committee consisting of the Assistant Public Works Director, Thomas Rigwood; Facilities Manager, Terry Bunn; Custodial Crew Leader, Nick McCray; and Senior Staff Assistant, Valorie Hodges evaluated the vendors' proposals and scored each according to the RFP criteria. Based on the final combined scores, the Padegenis Cleaning, Inc submittal was ranked the highest based on qualification and cost.



REQUEST FOR PROPOSAL for Custodial Services

RFP # 2022- 07

**City of Wildwood
100 N Main Street
Wildwood, FL 34785**

**352-330-1330 (Phone)
352-330-1338 (Fax)**

CALENDAR OF EVENTS / RFP TIMELINE

Listed below are the important dates and times by which the actions noted must be completed. All dates are subject to change by the “CITY” OF WILDWOOD. If the “CITY” OF WILDWOOD finds it necessary to change any of these dates or times prior to the due date, the change will be accomplished by addendum.

<u>ACTION</u>	<u>COMPLETION DATE</u>
Issue RFP	May 18, 2022
Mandatory Site Visits	May 25, 2022 <i>(9:00 a.m. at Wildwood Public Works Facility)</i>
Last Day of Questions	June 1, 2022
Addendums Posted (If Necessary)	June 2, 2022
Submission Deadline	June 8, 2022
Selection Committee Meeting	June 10, 2022
Contract Award	TBD

PART 1 - INTENT AND GENERAL INFORMATION

REQUEST FOR PROPOSALS

Sealed proposal will be received by the “CITY” OF WILDWOOD at City Hall located at 100 N Main Street, Wildwood, Florida 34785 **until 11:30 am on June 8, 2022.** Proposers shall take careful notice of the following conditions of this Request for Proposals:

- Submissions by FAX or other electronic media will not be accepted under any circumstances. Late submissions will not be accepted under any circumstances.
- Submitters may withdraw and/or replace proposals at any time until the deadline for submission of proposals.
- All questions received by **June 1, 2022**, will be considered. Questions will not be answered over the phone. Questions regarding the RFP process must be in writing and faxed to (352) 330-1338 Attention: Jeremy Hockenbury, Director of Public Works or via email to jhockenbury@wildwood-fl.gov
- Do not attempt to contact any Selection Committee Member, staff member or any person other than Jeremy Hockenbury for questions relating to this project. Anyone attempting to lobby “CITY” OF WILDWOOD representatives may be disqualified. The Selection Committee Members shall be Thomas J. Rigwood, Asst. Director of Public Works, Terry Bunn, Facilities Manager, Valorie Hodges, Senior Staff Assistant, and Nick McCray Custodial Crew Leader.
- Any bidder affected adversely by an intended decision with respect to the award of any bid, shall file with the City Clerk’s Office for the City of Wildwood, a written notice of intent to file a protest not later than seventy-two (72) hours (excluding Saturdays, Sundays, and legal holidays), after the posting of the bid tabulation. Bid protest procedures may be obtained in the City Clerk’s Office, City Hall, 100 N Main Street, Wildwood, Florida 34785 between 8:00 A.M. to 5:00 P.M. Monday through Friday.
- IT IS THE SOLE RESPONSIBILITY OF EACH RESPONDENT TO MONITOR WILDWOOD’S WEBSITE (WWW.WILDWOOD-FL.GOV) AND “DEMANDSTAR” FOR ANY AND ALL BID DOCUMENTS, INCLUDING ADDENDUMS.

PROPOSAL DOCUMENTS CHECKLIST OF ITEMS REQUIRED TO BE SUBMITTED

The following documents and forms in the following arrangement must accompany each Proposal Package or alternate RFP submitted:

- ✘ One (1) original, one (1) electronic single PDF version on a CD or Flash Drive of the original RFP in its entirety not password protected, four (4) copies of the “VENDOR”'s original submittal packet.
- ✘ RFP Cover Page. This is to be used as the first page of the RFP. This form must be fully completed and signed by an authorized officer of the “VENDOR”.
- ✘ Tab A – Statement of Interest
- ✘ Tab B – “VENDOR” Profile (Form 1)
- ✘ Tab C – Team Composition and Resumes
- ✘ Tab D – Bid Form (Form 2)
- ✘ Tab E – Illustrative Work (Form 3)
- ✘ Tab F – References
- ✘ Tab G – Additional Information
- ✘ Tab H – Additional Required Documents
 - Proposer's Certification / Addenda Acknowledgement Form
 - Proposal Form
 - Statement of Terms and Conditions - statement must be signed and returned with the RFP form.
 - Hold Harmless Agreement
 - A sworn, notarized Drug Free Workplace Certificate must accompany each Proposal Package or alternate RFP.
 - Public Entity Crimes Form
 - Conflict of Interest Disclosure Form
 - A separate sheet or sheets clearly identified and numbered, of Exceptions or Deviations from the minimum specifications, must be attached to the Proposal Form (if applicable).
 - A Certificate of Insurability (COI) shall accompany each Proposal or alternate proposal, in the amounts as prescribed by the “CITY”.
 - E-Verify Document

PART 2 - INTRODUCTION

PURPOSE

The City of Wildwood, Florida (“the “CITY””) is interested in selecting qualified Contractors (“VENDOR”) that can provide the required services pursuant to Section 287.057, Florida Statutes. The “CITY” requests that qualified “VENDOR” submit letters of interest and proposals for consideration for selection of a qualified Contractor for Custodial Services. The “CITY” may select, or not select, at their sole discretion, any Contractor that the “CITY feels will best address their needs.

MANDATORY PRE-PROPOSAL CONFERENCE / WALK THROUGH

This meeting will be held at 9:00 a.m. at the Wildwood Public Works building at 743 Huey Street Wildwood, FL. 34785 on May 25, 2022. Meeting will be followed by mandatory site visits. Interested proposers are required to attend.

CITY FACILITY ADDRESSES

MSC - Utilities / WWT Area	711 Huey Street
Public Works	743 Huey Street
Public Works Restrooms	743 Huey Street
Fleet Services	717 Huey Street

*Alternate Bid 1

City Hall	100 N. Main Street
City Hall Annex	200 Wonders Street
Warfield Auditorium	98 S. Warfield Avenue
Police Department	3939 E. CR 462
Police Dept. at Brownwood	2722 Brownwood Avenue
Community Center	6500 Powell Road
WWTP	1290 Industrial Drive

SELECTION PROCESS

Selection will be based on the criteria as defined within this Request for Proposal. Selection of the “VENDOR” will be in accordance with Florida Statute 287.057, through the following process:

PROPOSALS SUBMISSION FORMAT AND REQUIREMENTS

To be considered, prospective “VENDOR” must submit a complete response as required by the RFP checklist of items found in Part 1. “VENDOR” must submit evidence of their ability to provide complete, thorough, and comprehensive responses and information for each of the components of the RFP.

GENERAL SELECTION CRITERIA

The “CITY”’s intent is to minimize the cost to the “VENDOR” who are responding to this request for proposal, therefore you are encouraged to be brief and succinct. Thick volumes of background and general marketing material will not be appreciated and will not carry favor with the reviewers. We are seeking thoughtful, tightly focused proposals that document your “VENDOR” suitability for these services requested.

The services being sought under this RFP are considered to be professional in nature. The “VENDOR” will be evaluated based upon the capabilities of the respondents and will result in an award that is in the best interest of the “CITY”. Factors to be considered in the evaluation include:

- Capability and Qualifications of the proposer to deliver the proposed services.
- Proven experience as demonstrated with recent contracts/projects for local government agencies within the State of Florida.
- Resources and Availability
- Client References and Past Performance
- Prices Proposed

ADDITIONAL CONDITIONS

- The “CITY” reserves the right to reject any or all Proposals received, to request additional information, or to extend the deadline for submittals.
- Confidentiality of Documents: Upon receipt of proposals by the “CITY”, the proposals shall become the property of the “CITY” without compensation to the proponent, for disposition or usage by the “CITY” at its discretion. Pursuant to Florida Statute, Section 119.071(1)(b)2, all proposals submitted shall be subject to review as public records 30 days from opening, or earlier if an intended decision is reached before the 30-days expires.
- Costs to Prepare Responses: The “CITY” assumes no responsibility or obligation to the respondents and will make no payment for any costs associated with the preparation or submission of these proposals.
- Equal Employment Opportunity: During the performance of this Contract, the “VENDOR” agrees as follows: The “VENDOR” will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, place of birth, or physical handicap.

EXAMINATION OF PROPOSALS DOCUMENTS

- Each “VENDOR” shall carefully examine the Scope of Work and other applicable documents and inform himself/herself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Contract. Ignorance on the part of the CONTRACTOR will in no way relieve him/her of the obligations and responsibilities assumed under the Contract.
- Should a “VENDOR” find discrepancies or ambiguities in, or omissions from the Scope of Work, or should he/she be in doubt as to their meaning, he/she shall at once notify the “CITY” of Wildwood in writing.

INTERPRETATIONS, CLARIFICATIONS AND ADDENDA

- No oral interpretations will be made to any “VENDOR” as to the meaning of the RFP/Contract Documents. Any questions or request for interpretation received IN WRITING by “CITY” of Wildwood before the stated deadline, will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed prior to the established RFP opening date. Each “VENDOR” shall acknowledge receipt of such addenda in the space provided on the Proposal Form.
- In case any “VENDOR” fails to acknowledge receipt of such addenda or addendum, his/her RFP package will nevertheless be construed as though it had been received and acknowledged and the submission of his/her RFP will constitute acknowledgment of the receipt of same. All addenda are a part of the RFP Documents, and each “VENDOR” will be bound by such addenda, whether or not received by him/her. It is the responsibility of each “VENDOR” to verify that he/she has received all addenda issued before the established RFP scheduled deadline.

GOVERNING LAWS AND REGULATIONS

The “VENDOR” is required to be familiar with and shall be responsible for complying with all federal, state, and local laws, ordinances, rules, and regulations that in any manner affect the work.

PREPARATION OF PROPOSAL

Signature of the “VENDOR”: The “VENDOR” must sign the Proposal forms in the space provided for the signature. If the “VENDOR” is an individual, the words “Doing Business As _____,” must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the “VENDOR”’s name and the words, “Member of the “VENDOR”” should be written beneath such signature. If the “VENDOR” is a corporation, the title of the officer signing the RFP on behalf of the corporation must be stated and evidence of his authority to sign the RFP forms must be submitted. The “VENDOR” shall state in the Proposal Form the name and address of each person interested therein.

FISCAL YEAR FUNDING APPROPRIATION

Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the “CITY” of Wildwood, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the fiscal period at the time of the contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by the “CITY” of Wildwood funds thereafter.

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled, and the Contractor shall

be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not advertised in the price of the supplied or services delivered under the contract or otherwise recoverable.

TAX EXEMPT STATUS

The “CITY” of Wildwood is a governmental agency under Florida law and exempt from Florida sales tax. The tax-exempt number will be provided upon request. **This exemption does not apply to goods and services purchased separately by a Contractor in connection with its contract obligations. The Contractor shall be responsible for paying any taxes, fees, or similar payments that are required to be paid in connection with the contract work.**

PROTECTION OF RESIDENT WORKERS

The “CITY” of Wildwood actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. The Contractor must be able to verify an employee’s eligibility to work in the U.S. upon demand by the “CITY” of Wildwood throughout the duration of the contract.

CITY OF WILDWOOD

The City of Wildwood is a unit of local government and as such reserves the right to reject any and/or all RFP packages, reserves the right to waive any informalities or irregularities in the RFP or examination process, and reserves the right to award the RFP and/or contracts in the best interest of the City of Wildwood.

CONFLICT OF INTEREST DISCLOSURE

Each Respondent shall complete and have notarized the attached disclosure form of any potential conflict of interest that the Respondent may have due to ownership, contracts, or interest associated with this project.

PUBLIC ENTITY CRIMES

Pursuant to Section 287.132 and 287.133 Florida Statutes, the “CITY”, as a public entity, may not consider a proposals package from, award any contract to, or transact any business in excess of the threshold amount set forth in Section 287.017 Florida Statutes with any person or affiliate on the convicted contractor list for the time periods specified unless such person has been removed from the list pursuant to law.

TRUTH IN NEGOTIATIONS

The Respondent certifies to Truth-in- negotiations and the wage rates and other factual unit cost supporting the compensation are accurate, complete, and current at the time of contracting. Further, the original contact amount and any additions thereto shall be adjusted to exclude any significant sums where the “CITY” determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. Such adjustment must be made within one (1) year following the end of the contract.

RIGHT TO AUDIT RECORDS

The City of Wildwood shall be entitled to audit the books and records of the Contractor or any sub-Contractor to the extent that such books and records relate to the performance of the Agreement or for a period of three (3) years from the date of final payment under the Agreement and by the sub-Contractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

TERM OF CONTRACT

Services performed pursuant to this contract shall commence upon execution of the agreement and continue as necessary to perform and complete all the work required. The term of the Contract resulting from the solicitation, shall be for an initial three (3) year period. The Contract may, by mutual assent of the parties, be extended for two (2) additional twelve (12) month periods or portions thereof, up to a cumulative total of sixty (60) months.

PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

At the option of the awarded "VENDOR", the submission of any bid in response to this Request for Proposal (RFP) constitutes a bid made under the same terms and conditions, for the same contract price, to other governmental agencies including the State of Florida and its agencies, political subdivisions, counties, and cities. Each governmental agency desiring to accept these bids, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases, and each shall be liable only for materials ordered and received by it and no agency assumes any liability by virtue of this bid.

PART 3 - SCOPE OF SERVICES

The City of Wildwood, Florida (“CITY”) is interested in selecting a qualified Contractor (“VENDOR”) that can provide the required services. The purpose of this RFP is to select qualified contractors/vendors to furnish all materials, labor, supervision, transportation, inspections, permits, licenses, equipment, and any incidentals necessary to provide Custodial Services for City facilities.

Proposers shall provide three (3) references for similar projects/contracts, and proof of a minimum of five (5) years’ experience with custodial services.

DESCRIPTION OF WORK

Contractor(s) to furnish all materials, labor, supervision, transportation, inspections, permits, licenses, equipment, and any incidentals necessary to provide Custodial Services for City facilities.

Contractor must submit documentation to “CITY”, with each invoice, including paid invoices to suppliers for the cost of parts and materials along with the costs for labor.

This RFP is for Custodial Services at various City of Wildwood, Florida municipal buildings. Contractor shall furnish all labor, materials, equipment, and supplies (all cleaning solutions) needed to provide required services. The City will provide the following consumables (specifically paper towels, toilet paper, hand soap, and trash bags).

At most locations, Custodial Services shall be provided five (5) days a week (Monday thru Friday). However, some locations will require cleaning on the weekends (Saturday and Sunday). It is anticipated that most services shall occur after normal City operating hours. Services shall include cleaning of all offices, conference rooms, common areas, including lobbies, hallways, waiting areas, janitorial closets, elevators (where applicable) stairwells and landings (where applicable), restrooms and restroom lobby areas.

The following definitions apply to all tasks listed in the Statement of Needs:

CLEAN	Remove all dirt, stains, and marks with approved cleaner
SWEEP	Remove all loose dirt and litter with sweeping tool and treated cloth; in places difficult to sweep, use brush or vacuum
DAMP WIPE	Remove all surface dirt with a damp cloth
DAMP MOP	Remove all surface dirt and stains with a mop and water containing detergent solution or floor cleaner as required and rinse.
DUST	Remove all loose dirt and debris. Treated clothes shall be used.
VACUUM	Remove all surface and embedded dirt with suction cleaner
SCRUB	Remove all dirt, stains, and marks with an approved cleaner using floor machine equipped with scrubbing pads.
STRIP	Remove accumulation of old floor finish, all surface dirt, stains, and marks. Rinse and dry.
WAX	Apply appropriate number of coats of approved floor finish.

SPRAY BUFF	Use floor machine equipped with spray buff pad. Apply solution and buff until dry.
HI-SPEED BUFFING	Hi-speed buffing machine shall be used to apply protective sheen on wax floors where specified.
CERAMIC TILE	Apply protective sealer finish which adds luster but does not build up on SEALER floor surface.
DAILY:	Shall mean five (5) days per week, Monday through Friday, excluding holidays when service need not be performed.
MWF	Shall mean on Monday, Wednesday, and Friday.
WEEKLY	Shall mean one day per week.
MONTHLY	Shall mean once per calendar month
QUARTERLY	Shall mean once every three calendar months.
SEMI-ANNUALLY	Shall mean every six calendar months.
ANNUALLY	Shall mean once every twelve calendar months.
AS NEEDED	Shall be determined by the Owner.

PART 4 - EVALUATION AND AWARD

RFP EVALUATION

This Request for Proposals includes following all the procedures in this document and sending the sealed RFP information to the “CITY” of Wildwood by the due date and time. Once the RFPs are received, the Selection Committee members will independently review each submittal and score each RFP based on the evaluation criteria. All RFPs received in accordance with this Request for Proposals will be evaluated using the following criteria.

Evaluation Scoring Criteria

	Possible Points
Capability and Qualifications of the proposer to deliver the proposed services.	20
Proven experience as demonstrated with recent contracts/projects for local government agencies within the State of Florida.	20
Resources and Availability	20
Client References and Past Performance	20
Prices Proposed	20
Total:	

PROCEDURE REQUIREMENTS

Proposal submittals will be reviewed and ranked by the “CITY”’s Selection Committee and oral presentations/interviews may be requested from a shortlist of finalists selected by the Committee as a result of their evaluation of the initial Request for Proposals. The Committee will recommend its ranking of the top “VENDOR” to the “CITY” Commission for approval. The “CITY” of Wildwood reserves the right to revise and/or limit the scope of professional services and to reject any and all Proposals.

KEY CONTRACTOR PERSONNEL

In submitting a proposals package, the Respondent is representing that each person listed or referenced in the proposals package shall be available to perform the services described for the “CITY” OF WILDWOOD, barring illness, accident, or other unforeseeable events of a similar nature

in which case the Respondent must be able to promptly provide a qualified replacement. In the event the Respondent wishes to substitute personnel, the Respondent shall propose a person with equal or higher proposals and each replacement person is subject to prior written "CITY" OF WILDWOOD approval. In the event the requested substitute person is not satisfactory to the "CITY" OF WILDWOOD and the matter cannot be resolved to the satisfaction of the "CITY" OF WILDWOOD, the "CITY" OF WILDWOOD reserves the right to cancel the contract for cause.

NEGOTIATION

The "CITY" OF WILDWOOD reserves the right to negotiate any and all elements of this response.

AWARD OF RESPONSE

The "CITY" OF WILDWOOD reserves the right to reject any or all responses, to waive any minor informality or irregularity in any response, and to make award to the response deemed to be most advantageous to the "CITY" OF WILDWOOD.

CONFLICT OF INTEREST

If any officer, director, or agent of your organization is also an employee of the "CITY" of Wildwood, then you shall clearly identify in your response the name of the individual(s) and the position he or she holds in your organization. Further, you shall disclose the name(s) of any "CITY" employee(s) who owns, directly or indirectly, any interest in your organization or any of its branches. This does not include stock in a publicly traded organization unless the individual holds more than a ten-percent (10%) stake. You shall complete and have notarized a Conflict-of-Interest Form (Form A-1) and include it in your proposals package.

If there is a conflict of interest as defined above and by Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, then the respondent cannot be considered for award.

RESTRICTED DISCUSSIONS

From the date of issuance of the RFP until final "CITY" OF WILDWOOD action, the Respondent shall not discuss the RFP or any part thereof with any employee, agent, or representative of the "CITY" OF WILDWOOD except as expressly authorized by the "CITY" OF WILDWOOD point of contact identified in this RFP above for this solicitation. Violation of this restriction will result in REJECTION of the Respondent's proposals package.

No negotiations, decisions, or actions shall be initiated or executed by the Respondent as a result of any discussions with any "CITY" OF WILDWOOD employee. Only those communications that are in writing from the authorized "CITY" OF WILDWOOD point of contact, Thomas J. Rigwood, Asst. Public Works Director, shall be considered pertinent to this RFP. Only communications from the Respondent that are signed and in writing will be recognized by the "CITY" OF WILDWOOD as duly authorized expressions on behalf of the Respondent.

AWARD

It is understood that the "CITY" OF WILDWOOD is not obligated to make an award under or as a result of this RFP or to award such contract. The "CITY" OF WILDWOOD reserves the right to award such contract, if any, to the best qualified Respondent(s).

The "CITY" OF WILDWOOD has the sole discretion and reserves the right to cancel this RFP, and to reject any and all proposals packages, to waive any and all informalities and/or irregularities, or to re-

advertise with either the identical or revised specifications, if it is deemed to be in the “CITY” OF WILDWOOD's best interests to do so.

STANDARD INSURANCE REQUIREMENTS

The Contractor shall maintain, on a primary basis and at its sole expense, at all times while performing work for the “CITY” of Wildwood, the “Standard Insurance Requirements” described herein. Contractors responding to a Request for Proposal, Request for Qualifications, or an Invitation to Bid shall provide with their submittal, a Certificate of Insurance (COI) or a letter from the insurance company stating required coverage is obtainable. Prior to commencement of any work being done for the “CITY” of Wildwood, a COI will be required. Work is defined as any service provided to the “CITY” of Wildwood by a “VENDOR”/Contractor who must access “CITY” property in order to provide the service(s). The requirements contained herein, as well as the “CITY”'s review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this contract.

Financial Rating of Insurance Companies All insurance companies must have financial rating of **A** or higher by A.M. Best Company, Inc. with the exception of self-insured insurance companies.

Commercial General Liability Insurance The Contractor shall maintain Commercial General Liability Insurance at a limit of liability not less than **\$1,000,000** each occurrence and **\$2,000,000** annual aggregate. Due to the nature of the work involved, Contractors performing program and / or contract management services are required to maintain **\$1,000,000** each occurrence and **\$1,000,000** annual aggregate. The coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Cross Liability. The self-insured retention or deductible shall not exceed \$25,000.

Business Automobile Liability Insurance The Contractor shall maintain Business Automobile Liability Insurance at a limit of liability not less than **\$500,000** each occurrence. Coverage shall include liability for owned non-owned & hired automobiles. In the event the Contractor does not own automobiles, the Contractor shall maintain coverage for hired & non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Worker's Compensation Insurance & Employers Liability Insurance The Contractor shall maintain its own Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440. **(NOTE: Elective exemptions or coverage through an employee leasing arrangement will be on a case-by-case basis).**

Umbrella or Excess Liability Insurance (needed for large contracts) The Contractor shall maintain either a Commercial Umbrella or Excess Liability Insurance at a limit of liability not less than **\$2,000,000** each occurrence and **\$2,000,000** aggregate. The Contractor shall endorse the “CITY” OF WILDWOOD as an “Additional Insured” on the Umbrella or Excess Liability Insurance, unless the Commercial Umbrella/Excess Liability Insurance provides coverage on a pure “True Follow-Form” basis, or the “CITY” OF WILDWOOD is automatically defined as an additional protected person. Any self-insured retention or deductible shall not exceed \$25,000.

Professional or Errors & Omissions Liability Insurance (when applicable) The Contractor shall maintain a Professional Liability or Errors & Omissions policy at a limit of liability no less than \$2,000,000. The Contractor shall endorse the “CITY” OF WILDWOOD as an “Additional Insured” on the Professional and/or Errors & Omissions Liability Insurance.

Additional Insured The Contractor shall endorse the “CITY” OF WILDWOOD as an Additional

Insured on the Commercial General Liability Insurance with a CG 2010 Additional Insured – “CITY” s, Lessees, or Contractors, or CG2026 Additional Insured – “CITY” s, Lessees, or Contractors – Scheduled Person or Organization endorsement, or similar endorsement providing equal or broader Additional Insured coverage.

In addition, the Contractor shall endorse the “CITY” OF WILDWOOD as an Additional Insured under the Contractor’s Commercial Umbrella/Excess Liability as required herein.

Indemnification The consultant shall indemnify and hold harmless the CITY OF WILDWOOD and their elected officials, employees, agents, representatives, and volunteers from and against any and all claims, damages, losses and expenses, (including legal costs), or liabilities based on third party claims of injury to persons or damage to property arising out of or resulting, in whole or in part, from a negligent act or omission or willful misconduct of consultant or its employees, Subcontractors, agents or representatives.

Deductibles, Coinsurance Penalties, & Self-Insured Retention The Contractor shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible amounts that exceed the amounts stated herein that are acceptable to the “CITY” OF WILDWOOD, the Contractor shall, when requested by the “CITY” OF WILDWOOD, maintain a Commercial Surety Bond in an amount equal to said deductible amount.

Waiver of Subrogation The Contractor shall provide a Waiver of Subrogation in favor of the “CITY” OF WILDWOOD, Contractor, subcontractor, architects, or engineers for each required policy providing coverage during the life of this Contract. When required by the insurer or should a policy condition not permit the Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition specifically prohibiting such an endorsement, or voids coverage should the Contractor enter into such an agreement on a pre-loss basis.

Right to Revise or Reject The “CITY” OF WILDWOOD reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage. Additionally, the “CITY” OF WILDWOOD reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage due to its poor financial condition or failure to operate legally. In such events, the “CITY” OF WILDWOOD shall provide the Contractor written notice of such revisions or rejections.

No Representation of Coverage Adequacy The coverages, limits or endorsements required herein protect the primary interests of the “CITY” OF WILDWOOD, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of the Project or otherwise.

Certificate(s) of Insurance (COI) The Contractor shall provide the “CITY” OF WILDWOOD with a COI clearly evidencing that all coverage, limits, and endorsements required herein are maintained and in full force and effect. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on each Certificate of Insurance. In the event the “CITY” OF WILDWOOD is notified that a required insurance coverage will cancel or expire during the period of

this Contract, the Contractor agrees to furnish the “CITY” OF WILDWOOD prior to the expiration of such insurance, a new Certificate of Insurance evidencing replacement coverage. When notified by the “CITY” OF WILDWOOD, the Contractor agrees not to continue work pursuant to this Contract, unless all required insurance remains in effect.

The “CITY” OF WILDWOOD shall have the right, but not the obligation, of prohibiting the Contractor from entering the Project site until a new COI is provided to the County evidencing the replacement coverage. The Contractor agrees the “CITY” OF WILDWOOD reserves the right to withhold payment to the Contractor until evidence of reinstated or replacement coverage is provided to the “CITY” OF WILDWOOD. If the Contractor fails to maintain the insurance as set forth herein, the Contractor agrees the “CITY” OF WILDWOOD shall have the right, but not the obligation, to purchase replacement insurance, and the Contractor agrees to reimburse any premiums or expenses incurred by the “CITY” OF WILDWOOD.

The Contractor agrees the Certificate(s) of Insurance shall:

1. Clearly indicate the “CITY” OF WILDWOOD has been endorsed on the Commercial General Liability Insurance with a CG 2010 Additional Insured – “CITY” s, Lessees, or Contractors, or CG 2026 Additional Insured – “CITY” s, Lessees, or Contractors – Scheduled Person or Organization endorsement, or similar endorsement providing equal or greater Additional Insured coverage.
2. Clearly indicate the “CITY” OF WILDWOOD is endorsed as an Additional Insured, or Loss Payee, on the Builder’s Risk Insurance, and when applicable, Additional Insured on the Commercial Umbrella/Excess Liability Insurance as required herein.
3. Clearly identify each policy’s limits, flat & percentage deductibles, sub limits, or self-insured retentions, which exceed the amounts or percentages set forth herein.
4. Clearly indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.
5. Forward original to and clearly indicate Certificate Holder and Additional Insured as follows:

City of Wildwood City Hall
100 N Main Street
Wildwood, FL 34785

The Contractor shall be responsible for all sub-Contractors and their insurance.

All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the “CITY”. At the option of the “CITY”, the insurer shall reduce or eliminate such deductible or self-insured retention; or the Contractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

All insurance companies must be authorized to transact business in the State of Florida.

The “CITY” shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the “CITY” of any insurance supplied by the Contractor, nor a failure to disapprove that insurance, shall relieve the Contractor of full responsibility of liability, damages and accidents as set forth herein.

PART 5 - PROPOSAL DOCUMENTS

ECONOMY OF PRESENTATION

Each proposals package shall be prepared simply and economically, providing a straightforward, concise description of the Respondent's capabilities to satisfy the conditions and requirements of this RFP. Emphasis in each proposals package must be on completeness and clarity of content. To expedite the evaluation of proposals packages, it is mandatory that Respondent follow the format and instructions contained herein. The "CITY" OF WILDWOOD is not liable or responsible for any costs incurred by any Respondent in responding to this RFP including, without limitation, costs for presentations and/or demonstrations if requested.

PROPOSALS PACKAGE GUIDELINES

To facilitate analysis of its proposals package, the Respondent shall prepare its proposals package in accordance with the instructions outlined in this section and the checklist of items found in Part 1. If the Respondent's proposals package deviates from these instructions, such proposals package may, in the "CITY" OF WILDWOOD's sole discretion, be rejected.

The "CITY" OF WILDWOOD EMPHASIZES THAT THE RESPONDENT CONCENTRATE ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT

Indexing - Each section may contain a more detailed table of contents to delineate the subsections within that section. Tab indexing shall be used to identify sections.

Page Size and Format - Page size shall be 8.5 x 11 inches, not including foldouts. Pages shall be single-spaced. The text size shall be 11 point or larger. Pages shall be numbered sequentially by section.

Legible tables, charts, graphs, and figures shall be used wherever practical to depict organizations, systems and layouts, implementation schedules, plans, etc. These displays shall be uncomplicated, legible and shall not exceed eleven (11) by seventeen (17) inches in size. Foldout pages shall fold entirely within the section, and count as a single page. Foldout pages may only be used for large tables, charts, graphs, diagrams, and schematics, and not for pages of text.

Responses must be limited to eighty (80) pages. Covers, tables of contents and divider tabs will not count as pages, provided no additional information is included on those pages. Work product samples (reports, schedules, etc. provided in response) will not be counted in the eighty (80) page limit. Package the Work Product Samples separately from the Proposal, labeling the sample clearly.

PROPOSALS PACKAGE SECTIONS

The Respondent shall organize its proposals package into the following major sections.

TABLE OF CONTENTS.

Tab A - STATEMENT OF INTEREST: To be submitted on the “VENDOR”'s letterhead. The statement of interest shall:

Concisely state the “VENDOR”'s understanding of the services required by the “CITY” OF WILDWOOD.

Include additional relevant information not requested elsewhere in the RFP.

The signature on the statement shall be that of a person authorized to represent and bind the “VENDOR”.

Tab B. “VENDOR” PROFILE: Complete Form 1. Attach a copy of the “VENDOR”'s current State of Florida, “CITY”, or Professional Regulation License to perform business.

Tab C. TEAM COMPOSITION and RESUMES: Provide an organizational chart showing any subcontractors and the relationship to the team. Provide resumes for key team members, not to exceed two pages each. Attach a copy of each person's current Professional Regulation License.

Tab D. BID FORM: Complete Form 2.

Tab E. ILLUSTRATIVE WORK: Complete Form 3. (Form 4 may be reproduced and attached in sequence.)

Tab F. REFERENCES: Provide a minimum of five references for work performed similar to the scope of this RFP. References must be for current, or recent, projects, and must be for the proposed project team members.

Tab G. ADDITIONAL INFORMATION: Provide information describing the “VENDOR”'s approach to performing the work advertised in Scope of Services of the RFP. Provide information demonstrating an understanding of the needs of the “CITY” of Wildwood. Provide other information that the “VENDOR” deems applicable to this RFP.

Tab H. ADDITIONAL REQUIRED DOCUMENTS: As specified in Part 1 of this RFP, listed within the Proposal Documents Checklist of Items Required to be submitted.

RFP COVER PAGE

Name of “VENDOR”, Entity or Organization:	
Federal Employer Identification Number (FEIN):	
State of Florida License Number (If Applicable):	
Name of Contact Person:	
Title:	
E-Mail Address:	
Mailing Address:	
Street Address (if different):	
“CITY”, State, Zip:	
Telephone:	Fax:
Organizational Structure – Please Check One:	
Corporation ☐ Partnership ☐ Proprietorship ☐ Joint Venture ☐ Other ☐	
If Corporation:	
Date of Incorporation:	State of Incorporation:
States Registered in as Foreign Corporation:	
Authorized Signature:	
Print Name: _____	
Signature: _____	
Title: _____	
Phone: _____	
<i>This document must be completed and returned with your Submittal.</i>	

PROPOSER'S CERTIFICATION

Submit To: City of Wildwood 100 N Main Street Wildwood, FL 34785 352-330-1330 352-330-1338 (fax)		CITY OF WILDWOOD REQUEST FOR PROPOSAL (RFP) CERTIFICATION AND ADDENDA ACKNOWLEDGMENT		
DUE DATE:	DUE TIME:	RFP # 2022-07		
TITLE: Custodial Services				
"VENDOR" NAME:		PHONE NUMBER:		
"VENDOR" MAILING ADDRESS:		FAX NUMBER:		
"CITY"/STATE/ZIP:		E-MAIL ADDRESS:		
"I, the undersigned, certify that I have reviewed the addenda listed below (list all addenda received to date). I understand that timely commencement will be considered in award of this RFP and that cancellation of award will be considered if commencement time is not met, and that untimely commencement may be cause for termination of contract. I further certify that the services will meet or exceed the RFP requirements. I, the undersigned, declare that I have carefully examined the RFP, specifications, terms, and conditions as applicable for this Request, and that I am thoroughly familiar with all provisions and the quality and type of coverage and services specified. I further declare that I have not divulged, discussed, or compared this RFP with any other Offeror and have not colluded with any Offerors or parties to an RFP whatsoever for any fraudulent purpose."				
_____ Addendum #	_____ Addendum #	_____ Addendum #	_____ Addendum #	_____ Addendum #
"I certify that this quote is made without prior understanding, agreement, or connection with any corporation, "VENDOR", or person submitting an RFP for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the RFP, including but not limited to certification requirements. In conducting offers with an agency for "CITY" OF WILDWOOD, respondent agrees that if this RFP is accepted, the respondent will convey, sell, assign, or transfer to the "CITY" of Wildwood all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States for price fixing relating to the particular commodities or services purchased or acquired by the "CITY". At the "CITY" of Wildwood discretion, such assignment shall be made and become effective at the time the purchasing agency renders final payment to the respondent."				
_____ Authorized Agent Name, Title (Print)		_____ Authorized Signature	_____ Date	
<i>This form must be completed and returned with your Submittal</i>				

PROPOSALS FORM FOR “CITY” OF WILDWOOD



Name of “VENDOR” Submitting Proposals _____

Name of Person Submitting Proposals _____

PROPOSER ACKNOWLEDGMENT

"The undersigned hereby declares that he/she has informed himself/herself fully in regard to all conditions to the work to be done, and that he/she has examined the RFP and Specifications for the work and comments hereto attached. The “VENDOR” proposes and agrees, if this submission is accepted, to contract with the “CITY” of Wildwood to furnish all necessary materials, equipment, labor, and services necessary to complete the work covered by the RFP and Contract Documents for this Project. The “VENDOR” agrees to accept in full compensation for each item the prices named in the schedules incorporated herein.”

Signature

Date

RFP Number

[☐] Check if exception(s) or deviation(s) to Specifications. Attach separate sheet(s) detailing reason and type for the exception or deviation.

This document must be completed and returned with your Submittal

Statement of Terms and Conditions

PUBLIC ENTITY CRIME: A person or affiliate who has been placed on the convicted "VENDOR" list following a conviction for a public entity crime may not submit a proposals/Bid on a contract to provide any goods or services to a public entity, for the construction or repair of a public building or public work, may not submit Proposals/Bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or Contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted "VENDOR" list.

INDEMNIFICATION The contractor shall indemnify and hold harmless the City, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.

PROHIBITION OF LOBBYING: During the blackout period which is, the period between the time the submittals for Invitation to Bid or the Request for Proposals, or Proposals, or information, as applicable, are received at Contracts / Purchasing and the time the "CITY" awards the contract, no proposer, no lobbyist, principal, or other person may lobby, on behalf of a competing party in a particular procurement matter, any member of the "CITY", or any "CITY" employee other than the _____. Violation of this provision may result in disposal of violating party. All questions regarding this Request for Proposals (RFP) or Invitation to Bid (BID) must be submitted in writing to the "CITY's" Financial Services Manager.

ANTI TRUST LAWS: By submission of a signed RFP or BID, the successful "VENDOR" acknowledges compliance with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted "VENDOR" list.

CONFLICT OF INTEREST: The award of the contract hereunder is subject to the provisions of Chapter 112 of the Florida Statutes. "VENDOR" shall disclose the name of any Officer, Director, Partner, Associate, or Agent who is also an Officer, Appointee, or Employee of any of the "CITY"s at the time of the RFP or BID, or at the time of occurrence of the Conflict of Interest thereafter.

INTERPRETATION, CLARIFICATIONS AND ADDENDA: No oral interpretations will be made to any "VENDOR" as to the meaning of the RFP/BID Contract Documents. Any inquiry or request for interpretation received by the _____ before the date listed herein will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed at or after the Pre-Proposals/Pre-Bid Conference, mailed or sent by available or electronic means to all attending prospective Submitters prior to the established RFP/BID opening date. Each "VENDOR" shall acknowledge receipt of such addenda in the space provided. In case any Proposer/Bidder fails to acknowledge receipt of such addenda or addendum, his offer will nevertheless be construed as though it had been received and acknowledged and the submission of his bid will constitute acknowledgment of the receipt of same. All addenda are a part of the RFP/BID FORMS and each Proposer/Bidder will be bound by such addenda, whether or not received by him. It is the responsibility of each proposer/bidder to verify that he has received all addenda issued before RFP's/BID's are opened. In the case of unit price items, the quantities of work to be done and materials to be furnished under this RFP/BID Contract are to be considered as approximate only and are to be used solely for the comparison of RFP's/BID's received. The "CITY" and/or his CONTRACTOR do not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the "VENDOR" plead misunderstanding or deception because of such estimate or quantities of work performed or material furnished in accordance with the Specifications and/or Drawings and other Proposals/Bid Documents, and it is understood that the quantities may be increased or diminished as provided herein without in any way invalidating any of the unit or lump sum prices bid.

GOVERNING LAWS AND REGULATIONS: The "VENDOR" is required to be familiar with and shall be responsible for complying with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work.

PROPRIETARY/CONFIDENTIAL INFORMATION: "VENDOR"s are hereby notified that all information submitted as part of, or in support of RFP's/BID's, will be available for public inspection ten days after opening of the RFP's/BID's or until a short list is recommended whichever comes first, in compliance with Chapter 119, and 287 of the Florida Statutes. All RFP's/Bids submitted in response to this solicitation become the property of the "CITY". Unless information submitted is proprietary, copy written, trademarked, or patented, the "CITY" reserves the right to utilize any or all information, ideas, conceptions, or portions of any RFP/BID, in its best interest.

TAXES: The "CITY" of Wildwood is exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request.

NON-COLLUSION DECLARATION: By signing this RFP/BID, all "VENDOR"s shall affirm that they shall not collude, conspire, connive or agree, directly or indirectly, with any other Proposer, "VENDOR", or person to submit a collusive or sham Proposals in connection with the work for which their RFP/BID has been submitted; or to refrain from Bidding in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the RFP/BID or of any other Bidder, or to fix any overhead, profit, or cost elements of the RFP/BID price or the RFP/BID price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Bidder, or any person interested in the proposed work.

PROPOSER RESPONSIBILITY: Invitation by the "CITY"s to "VENDOR"s is based on the recipient's specific request or as the result of response by the public to the legal advertisements required by State law. "VENDOR"s or individuals submit their responses on a voluntary basis, and therefore are not entitled to compensation of any kind.

"CITY" SHIP OF SUBMITTALS: All responses, inquiries or correspondence relating to or in reference to this RFP/BID, and all other reports, charts, displays, schedules, exhibits and other documentation submitted by the "VENDOR"s will become the property of the "CITY". Reference to literature submitted with a previous RFP/BID will not relieve the Bidder from including any required documents with this RFP/BID.

EXAMINATION OF BID DOCUMENTS: Each Bidder shall carefully examine the RFP/BID Document to ensure all pages have been received, all drawings and/or Specifications and other applicable documents are included and shall inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Contract. Ignorance on the part of the CONTRACTOR will in no way relieve him of the obligations and responsibilities assumed under the Contract.

"VENDOR" RESPONSIBILITY: "VENDOR"s are fully and completely responsible for the labeling, identification and delivery of their submittals. The _____ will not be responsible for any mislabeled or misdirected submissions, nor those handled by delivery persons, couriers, or the US Postal Service.

DRUG FREE WORKPLACE: All Proposers/Bidders shall submit the enclosed, duly signed and notarized form entitled "Drug Free Workplace Certificate". The Drug Free Workplace "VENDOR" shall have the burden of demonstrating that his program complies with Section 287.087 of the Florida Statutes, and any other applicable state law.

THE "CITY" OF WILDWOOD is a political subdivision of the State of Florida, and reserves the right to reject any and/or all submittals, reserve the right to waive any informalities or irregularities in the examination process, and reserve the right to award contracts and/or in the best interest of the "CITY". Submittals not meeting stated minimum terms and proposals may be rejected by the "CITY" as non-responsive. The "CITY" reserves the right to reject any or all submittals without cause. The "CITY" reserves the right to reject the submission of any "VENDOR" in arrears or in default upon any debt or contract to the "CITY", or who has failed to perform faithfully any previous contract with the "CITY" or with other governmental agencies.

PUBLIC RECORDS LAW: Correspondence, materials and documents received pursuant to this RFP/BID become public records subject to the provisions of Chapter 119, Florida Statutes.

VERIFICATION OF TIME: Nextel time is hereby established as the Official Time of the "CITY"s.

PREPARATION OF PROPOSALS/BIDS:

Signature of the Bidder: The Bidder must sign the RFP/BID FORMS in the space provided for the signature. If the Proposer/Bidder is an individual, the words "doing business as _____" must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the "VENDOR" name and the words, "Member of the "VENDOR"" should be written beneath such signature. If the Proposer/Bidder is a corporation, the title of the officer signing the RFP/BID on behalf of the corporation must be stated and evidence of his authority to sign the RFP/BID must be submitted. The Proposer/Bidder shall state in the RFP/BID FORMS the name and address of each person interested therein.

Basis for Bidding: The price proposed for each item shall be on a lump sum or unit price basis according to specifications on the RFP/BID FORM. The proposed prices shall remain unchanged for the duration of the Contract and no claims for cost escalation during the progress of the work will be considered, unless otherwise provided herein.

Total Proposed Price/Total Contract Sum Proposed: If applicable, the total price bid for the work shall be the aggregate of the lump sum prices proposed and/or unit prices multiplied by the appropriate estimated quantities for the individual items and shall be stated in figures in the appropriate place on the RFP/BID FORM. In the event that there is a discrepancy on the RFP/BID FORM due to unit price extensions or additions, the corrected extensions and additions shall be used to determine the project bid amount.

TABULATION: Those wishing to receive an official tabulation of the results of the opening of this RFP/BID are to submit a self-addressed, stamped business size (No. 10) envelope, prominently marked on the front lower left side, with the RFP identification. Tabulation requested by telephone, fax or electronic media will not be accepted.

OBLIGATION OF WINNING BIDDER: The contents of the RFP/BID of the successful proposer/bidder will become contractual obligations if acquisition action ensues. Failure of the successful Proposer/Bidder to accept these obligations in a contract may result in cancellation of the award and such "VENDOR" may be removed from future participation.

AWARD OF BID: It is the "CITY"s intent to select a "VENDOR" within **sixty (60) calendar days** of the deadline for receipt of Proposals/Bids. However, Proposals/Bids must be "VENDOR" and valid for award for at least **ninety (90) calendar days** after the deadline for receipt of the RFP/BID.

ADDITIONAL REQUIREMENTS: The "VENDOR"s shall furnish such additional information as the "CITY" may reasonably require. This includes information which indicates financial resources as well as ability to provide the services. The "CITY" reserves the right to make investigations of the proposals of the "VENDOR" as it deems appropriate.

PREPARATION COSTS: The "CITY" shall not be obligated or be liable for any costs incurred by Proposers/Bidders prior to issuance of a contract. All costs to prepare and submit a response to this RFP/BID shall be borne by the Proposer/Bidder.

TIMELINESS: All work will commence upon authorization from the "CITY"s representative. All work will proceed in a timely manner without delays. The Contractor shall commence the work UPON RECEIPT OF NOTICE TO PROCEED and/or ORDER PLACED (PURCHASE ORDER PRESENTED), and shall deliver in accordance to the terms and conditions outlined and agreed upon herein.

DELIVERY: All prices shall be FOB Destination, Sumter County, Florida, inside delivery unless otherwise specified.

ADDITIONAL SERVICES/PURCHASES BY OTHER PUBLIC AGENCIES ("PIGGY-BACK"):

The "VENDOR" by submitting a Bid acknowledges that other Public Agencies may seek to "Piggy-Back" under the same terms and conditions, during the effective period of any resulting contract – services and/or purchases being offered in this Bid, for the same prices and/or terms proposed. "VENDOR" has the option to agree or disagree to allow contract Piggybacks on a case-by-case basis. Before a Public Agency is allowed to Piggy-Back any contract, the Agency must first obtain the "VENDOR"s approval – without the "VENDOR"s approval, the seeking Agency cannot Piggy-Back.

PLANS, FORMS & SPECIFICATIONS: Bid Packages are available from the _____. These packages are available for pickup or by mail. If requested to mail, the Proposer/Bidder must supply a courier account number (UPS, FedEx, etc.). Proposers/Bidders are required to use the official RFP/BID FORMS, and all attachments itemized herein, are to be submitted as a single document. Any variation from the minimum specifications must be clearly stated on the RFP/BID FORM and/or Exceptions/Deviations Sheet(s). Only one set of plans, forms, and specifications will be furnished each company or corporation interested in submitting a Proposals/bid. RFP/BID FORM documents for this project are free of charge and are available on-line and are downloadable.

MANUFACTURER'S NAME AND APPROVED EQUIVALENTS: Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition unless otherwise indicated. The Proposer/Bidder may offer any brand for which he is an authorized representative, which meets or exceeds the RFP/BID specification for any item(s). If RFP's/Bids are based on equivalent products, indicate on the RFP/BID FORM the manufacturer's product name and literature, and/or complete specifications. Reference to literature submitted with a previous RFP/BID will not satisfy this provision. The Proposer/Bidder shall explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. RFP's/BID's which do not comply with these requirements are subject to rejection. RFP's/BID's lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the RFP/BID FORM. The _____ is to be notified, in writing, of any proposed changes in materials used, manufacturing process, or construction. However, changes shall not be binding upon the "CITY" unless evidenced by a Change Notice issued and signed by the _____, or designated representative.

QUANTITIES: The quantities as specified in this RFP/BID are estimates only and are not to be construed as guaranteed minimums.

SAMPLES: Samples of items, when called for, shall be furnished free of expense, and if not destroyed may, upon request, be returned at the Proposer's/Bidder's expense. Each sample shall be labeled with the Proposer's/Bidder's name, manufacturer brand name and number, RFP/BID number and item reference. Samples of successful Proposer's/Bidder's items may remain on file for the term of the contract. Request for return of samples shall be accompanied by instructions which include shipping authorization and must be received at time of opening. Samples not returned may be disposed of by the "CITY" within a reasonable time as deemed appropriate.

DOCUMENT RE-CREATION: "VENDOR" may choose to re-create any document(s) required for this solicitation but must do so at his own risk. All required information in the original "CITY" format must be included in any re-created document. Submittals may be deemed non-responsive if required information is not included in any re-created document.

ACKNOWLEDGED:

This document must be completed and returned with your Submittal

(Signature and Date)

HOLD HARMLESS AGREEMENT

The Contractor shall indemnify and hold harmless the **City**, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract

The Contractor shall purchase and maintain workers' compensation insurance for all workers' compensation insurance and employers' liability in accordance with Florida Statute Chapter 440.

The Contractor shall also purchase any other coverage required by law for the benefit of employees.

Required insurance shall be documented in Certificates of Insurance and shall be provided to the "CITY" representative requesting the service.

By signature upon this form the Contractor stipulates that he/she agrees to the Hold Harmless Agreement, and to abide by all insurance requirements.

Contractor/ "VENDOR"-Print Name

Signature

Project Name

Date

The effective date of this Hold Harmless Agreement shall be for the duration of this project.

This document must be completed and returned with your Submittal

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that,

(Print or type name of "VENDOR")

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the workplace, the "VENDOR"'s policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under RFP or bid, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under RFP or bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, please or guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the drug free workplace program.
- "As a person authorized to sign this statement, I certify that the above-named business, "VENDOR" or corporation complies fully with the requirements set forth herein".

Authorized Signature

Date Signed

State of: _____

County of: _____

Sworn to and subscribed before me this _____ day of _____, 20__

Personally known _____ or Produced Identification _____
(Specify Type of Identification)

Signature of Notary

My Commission Expires _____

(seal)

This document must be completed and returned with your Submittal

**SWORN STATEMENT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES FORM**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to "CITY" of Wildwood

By _____
{print individual's name and title}

for _____
{print name of entity submitting sworn statement}

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: .)

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
 - c. I understand that a “person” as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
 - d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **{indicate which statement applies.}**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted “VENDOR” list. **{attach a copy of the final order}**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

{signature}

{date}

State of _____

County of _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____, who after first being sworn by me, affixed his/her signature in the space provided above on this _____ day of _____, 20__.

Attest: _____

Notary Public

My commission expires: _____

(Notary Seal)

This document must be completed and returned with your Submittal

Conflict of Interest Disclosure Form

I HEREBY CERTIFY that

2. I (*printed name*) _____ am the
(*title*) _____ and the duly authorized representative of the “VENDOR” of
(“VENDOR” *Name*) _____ whose address is
_____, and that I possess the legal authority to make this affidavit on behalf of myself and the
“VENDOR” for which I am acting; and,

2. Except as listed below, no employee, officer, or agent of the “VENDOR” have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,

3. This bid proposal is made without prior understanding, agreement, or connection with any corporation, “VENDOR”, or person submitting a bid proposal for the same services and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

Signature: _____

Printed Name: _____

“VENDOR” Name: _____

Date: _____

State of _____

County of _____

Sworn to and subscribed before me this _____ day of _____ 20____

Personally Known _____

OR Produced Identification _____, Type of Identification _____

My Commission Expires _____

(Printed, typed, or stamped commissioned name of notary)

This document must be completed and returned with your Submittal

FORM 1

“VENDOR” PROFILE

Submitted by (*Company Name*):

Corporation	Partnership	Individual	Joint Venture
--------------------	--------------------	-------------------	----------------------

Other	Describe:		
-------	-----------	--	--

Florida Contractor License Number:			
------------------------------------	--	--	--

	Expiration Date:		
--	------------------	--	--

Office Location:			
------------------	--	--	--

Number of people in your organization:			
--	--	--	--

Length of time the Contractor has been doing business under this name in Florida:		years	
---	--	-------	--

Length of time your firm has provided services to governmental clients:		years	
---	--	-------	--

Under what other name(s) has your firm operated:			
--	--	--	--

Has or is your firm currently involved in any formal court proceedings regarding any of your contracts?			
---	--	--	--

YES	(attach a detailed explanation)		NO
-----	---------------------------------	--	----

APPENDIX A: BID FORM
CITY OF WILDWOOD, FLORIDA

CUSTODIAL SERVICES

We, the undersigned, agree to provide janitorial services to the City of Wildwood for a period of three (3) years, with the possibility of two (2) 12-month extensions, to meet conditions set forth in the specifications and instructions to bidders.

Base Bid

Description	Service Frequency	Monthly Cost Year 1	Monthly Cost Year 2	Monthly Cost Year 3
MSC - Utilities / WWT Area	Daily(M-F)			
Public Works	Daily(M-F)			
Public Works Restrooms	M-W-F			
Fleet Services	M-W-F			

Alternate Bid*

Description	Service Frequency	Monthly Cost Year 1	Monthly Cost Year 2	Monthly Cost Year 3
City Hall	Daily(M-F)			
City Hall Annex	Daily(M-F)			
Police Department	Daily(M-F)			
Community Center	Daily(M-F)			
WWTP	Daily(M-F)			
Police Department	Daily(M-F)			

Hourly Bid

Description	Service Frequency	Rate Year 1	Rate Year 2	Rate Year 3
Hourly Rate for Additional Services	As needed			

*Alternate bids will be evaluated and considered based on the City's needs as the result of growth and/or progression of required services.

The undersigned hereby certifies that he/she has read and understands the contents of this solicitation and agrees to furnish at the prices shown any or all the items above, subject to all instructions, conditions, specifications, and attachments hereto. Failure to have read all the provisions of this contract shall not be caused to alter the original contract or request additional compensation.

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

TYPED/PRINT NAME OF PERSON SIGNING: _____

TITLE OF PERSON SIGNING: _____

ADDRESS OF COMPANY: _____

TELEPHONE NUMBER: _____

APPENDIX C: SCOPE OF SERVICES

A. Daily Cleaning Services (minimal services required to be completed)

- i. Empty all interior and exterior trash receptacles. Collect all designated wastepaper and trash in plastic trash bags furnished by the City of Wildwood. Collect all bags in leak proof containers and dispose of immediately in dumpster. The Contractor shall also remove all liter, cans, papers, and other containers. Clean surfaces on all trash receptacles. Replace plastic liners in all trash receptacles. Plastic liners must be adequately sized for the receptacle.
- ii. Hot water, soap, deodorizer, and appropriate disinfectant, such as a bleach solution or EPA registered germicide must be used for all janitorial services.
- iii. Sweep and damp mop with a neutral detergent all hard surface floors and entryways in the interior of the building.
- iv. Vacuum all carpeted areas in the building. This will include walk-off mats, entrances, corridors, and carpets in offices and around desks.
- v. Clean, disinfect and deodorize toilet room floors.
- vi. Clean, disinfect and deodorize all plumbing fixtures, toilets, urinals, sinks and shower stalls. Mineral and calcium deposits on any plumbing fixtures will not be accepted.
- vii. Clean, disinfect and deodorize all dispensers, mirrors, counters, and cabinets.
- viii. Clean, disinfect and deodorize all restroom walls and toilet and urinal stall partitions.
- ix. Clean, disinfect and deodorize all restroom entry area walls and doors.
- x. Clean, disinfect and deodorize all sinks, counters, and cabinets.
- xi. Maintain adequate supplies of provided 2 ply toilet paper, toilet and urinal deodorizers, paper towels and soap in restrooms.
- xii. Clean, disinfect, deodorize, and polish all drinking fountains and sinks. Mineral and calcium deposits will not be accepted.
- xiii. Clean, disinfect and deodorize all table surfaces in break rooms, public areas and hallways, desktops, and all public counters in office area. Use only non-abrasive cleaners.
- xiv. Remove all finger marks, dirt, smudges and wash splatter from walls, doors, door jambs, windows, woodwork, light switch cover plates, light switches, electrical breaker panels (surfaces), doorknobs and handles, entrance door push rails (front and back) and all associated surrounding areas.

- xv. Check function of all dispensers and fixtures in all restrooms. Report maintenance problems to designated City personnel.

B. Required Weekly Services

- i. At a minimum, damp mop with a neutral detergent and machine buff using a spray buff, all waxed floors to remove traffic marks and restore luster of wax, leaving an even wet look floor finish.
- ii. Wash all appliance exteriors (refrigerators, microwaves, coffee makers, etc.).
- iii. Vacuum all carpeted areas, including all hard-to-reach areas such as under counters, under furniture, under desks and all nooks and crannies.
- iv. Damp mop with a neutral detergent all carpet protectors (chair desk mats) in the interior of the building.
- v. Replace vacuum paper filter bags. Clean and/or replace vacuum safety filter and exhaust filter to a new or like new condition.
- vi. Dust all air diffusers and surfaces up to six feet using a treated duster. The Contractor shall accomplish dusting by the removal of soil from the area, not by moving it from one surface to another.

C. Required Monthly Services

- i. Vacuum all fabric office furniture and wall partitions. Wash all hard surface and vinyl office furniture and wall partitions with an appropriate cleaner. Remove all stains, foreign material, etc.
- ii. Clean, disinfect and deodorize to remove non-permanent stains and soil from the interior and exterior of all trash receptacles.
- iii. Dust all surfaces over six feet in height using a treated duster. The Contractor shall accomplish dusting by the removal of soil from the area, not by moving it from one surface to another.
- iv. Pour one gallon of clean fresh water with deodorizer and disinfectant down the floor drains in all restrooms, locker showers and janitorial closets.
- v. Clean and polish all door push plates and kick plates.

D. Required Quarterly Services

- i. Remove wash splatter, wax, and dirt off of cove base in all corridors and rooms. Restore cove base to a polished appearance.
- ii. Wash and wipe clean all surfaces over six feet in height. This will include, but is not limited to, moldings, overhead pipes, fire alarm bells, emergency lighting, etc.

E. Required Semi-Annual Services

- i. Wash walls in all public halls where wall covering permits.
- ii. Clean and wax all woodwork, door push rails (front and back), and doors in all areas of the building. This may require special cleaning tools.
- iii. Clean the interior and exterior of all light diffuser lenses. Clean the interior of all light fixtures (reflector). Clean all lamps. Only use non-abrasive cleanser. Leave no streaks on lenses or reflectors. Use drop cloths as required to protect adjacent surfaces, fixtures and furniture.
- iv. Wash the interior and exterior of all windows and glass doors. Leave no streaks or unwashed places. Wash and wipe all sills and frames, leaving no water spots. Use drop cloths as required to protect adjacent surfaces, fixtures and furniture.

F. Required Annual Services

- i. Remove all dirt and wax from all hard surface floors by mopping or scrubbing with a detergent and wax remover. Rinse thoroughly and apply skid resistant wax of a type recommended by the flooring manufacturers. When wax is dry, machine buff to a smooth sheen, even wet look. Use only the strength of wax stripper needed and remove promptly and rinse to eliminate damage to floor tiles and adhesive.
- ii. Shampoo all carpets including all hard-to-reach areas such as under counters, under furniture and all nooks and crannies (move carpet protectors). The Contractor shall remove carpet stains, completely vacuum, shampoo using hot water extraction equipment and supplies and completely re-vacuum all carpet. The Contractor shall shampoo areas such as corners which are inaccessible, with manual scrubbing devices. After shampooing and allowing sufficient drying time, the Contractor shall vacuum the carpet following a pattern which will give the carpet pile a uniform appearance. Use portable floor and carpet blowers/dryers to completely dry areas before traffic.
- iii. Wash all interior walls, doors, and cove base to remove all dirt, grime and wax.
- iv. Vacuum and/or wash dirt from all air grilles and diffusers using neutral cleaners. Rinse thoroughly, leaving no streaks or unwashed areas carefully to avoid damage to ceiling tiles. Vacuum all surrounding dirty ceiling tiles and grid metal with brush attachments.
- v. Vacuum and shampoo all fabric office furniture. Wash all hard surface and vinyl office furniture and wall partitions with an appropriate cleaner. Remove all dirt, grime, wax, stains, foreign material, etc.
- vi. Vacuum or wash window coverings with an appropriate cleaning solution to remove all dirt and grime.

G. Additional Services as Requested (Based on the matrix service fee or hourly rate as approved)

- i. Other cleaning services outside the scope of this document (i.e., full scale cleaning due to Covid, influenza, or other pandemic occurrences)

H. Other Considerations

- i. The contractor shall be responsible for correcting any damages resulting from either the method of cleaning or faulty workmanship.
- ii. The contractor shall be responsible for all cleaning equipment.
- iii. The City shall provide the contractor with a sign-in/sign-out log that must be filled out by the contractor for each occurrence of cleaning.
- iv. The contractor shall ensure that proper supervision is being provided to their employees in the performance of the services required, at the frequencies specified.
 - The contractor shall employ at all times, the quantity and quality of supervision necessary to have effective and efficient management of cleaning operations.
 - All Contractor's designated personnel, including supervisor's, shall have intimate knowledge of the various cleaning tasks, equipment utilized, and materials needed to be able to properly train and direct their cleaners on the individual tasks.
- v. Furniture Moving
 - For all operations where furniture and equipment must be moved, no chairs, trashcans, or similar items shall be stacked on desks, tables, or windowsills.
 - Upon completion of all work, all furniture and equipment shall be returned to its original position.

APPENDIX B: REFERENCES

List below other organizations (users of similar size and structure to the City of Wildwood preferred) for which these or other similar services have been provided:

Agency Name _____
Address _____
City, State, Zip Code _____
Telephone Number _____
Contact Person _____
Dates of Service _____

Agency Name _____
Address _____
City, State, Zip Code _____
Telephone Number _____
Contact Person _____
Dates of Service _____

Agency Name _____
Address _____
City, State, Zip Code _____
Telephone Number _____
Contact Person _____
Dates of Service _____

Agency Name _____
Address _____
City, State, Zip Code _____
Telephone Number _____
Contact Person _____
Dates of Service _____

Agency Name _____
Address _____
City, State, Zip Code _____
Telephone Number _____
Contact Person _____
Dates of Service _____

FORM 3

ILLUSTRATIVE WORK

Work by "VENDOR" best illustrates current proposals relevant to the RFP that have been/is being accomplished by personnel that shall be assigned to the "CITY". List no more than five (5) projects.

<u>Project Name & Location</u> <u>Project Manager:</u>		Client's Name & Address
Completion Date (Actual or Estimated):		
Contractor Fees (In Thousands)		<u>Client Contact Name, Title, Email Address and Telephone Number:</u>
Entire Project: \$	Work for which "VENDOR" was/is responsible: \$	
<u>Scope of Entire Project</u> (Please give quantitative indications wherever possible)		
<u>Nature of "VENDOR"'s Responsibility in Project</u> (Please give quantitative indications wherever possible)		
<u>"VENDOR"'s Personnel (Name/Project Assignment) That Worked on the Stated Project that Shall Be Assigned to the "CITY"'s Project</u>		

Immigration Affidavit Certification

This Affidavit is required and should be signed, notarized by an authorized principal of the firm, and submitted with formal Invitations to Bid (ITB's) and Request for Proposals (RFP) submittals. Further, Consultants / Bidders are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, at the time of the submission of the Consultant's/bidder's proposal. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. Failure to include this Affidavit and acceptable evidence of enrollment in the E-Verify program may deem the Consultant / Bidder's proposal as nonresponsive.

The City of Wildwood will not intentionally award City contracts to any Consultant who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA").

The City of Wildwood may consider the employment by any Consultant of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A (e) of the INA shall be grounds for unilateral termination of the contract by the City of Wildwood.

Consultant attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at the time of submission of the Consultant's / Bidder's proposal.

Company Name: _____

Print Name: _____ Title: _____

Signature _____ Date: _____

State of _____ County of _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____, 20____, by

_____ who has produced _____ as identification.
(Print or Type Name) (Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

The signee of this affidavit guarantees, as evidenced by the affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

SAMPLE CONTRACT

THIS AGREEMENT is made this _____ day of _____, 2022, by and between "CITY" of Wildwood (hereafter referred to as "'CITY'"), whose address is 100 N Main Street, Wildwood, Florida 34785, and (hereafter referred to as "Contractor"), whose address is _____

RECITALS

WHEREAS, the "CITY" has need of professional services for Custodial Services

WHEREAS the parties desire to enter into a written agreement outlining the duties, responsibilities, and compensation of Contractor, based on the Contractor's response to RFP # 2022- 07 – Request for Custodial Services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is hereby agreed as follows:

1. The relationship of the Contractor to the "CITY" will be that of a professional contractor to provide the professional and technical services required under this agreement in accordance with acceptable professional practices and ethical standards applicable to the Contractor's profession, and Contractor will endeavor to provide to the "CITY" prompt and efficient services to the best of its ability.
2. Contractor is hereby retained and employed as the Services Contractor and will work with the "CITY" to provide said services in accordance with the scope of services outlined in RFP # 2022-07.
3. Contractor agrees to prepare and complete a report to the "CITY", detailing the status of services provided pursuant to this Agreement at least ninety (90) days prior to the expiration of the term of this Agreement, or at least ninety (90) days prior to the expiration of any renewal term of this Agreement. Contractor may be asked to present the deliverables in person for review by staff or for discussion at a scheduled "CITY" Commission meeting.
4. The term of this Agreement shall commence on _____ and continue in full force through _____, unless otherwise terminated as provided in paragraph five (5) of this Agreement. This Agreement may be renewed on an annual basis for additional consecutive one-year periods, if agreed to in writing by both parties, at least sixty (60) days prior to the expiration of this Agreement, including any periods of renewal. The term of this Agreement does not relieve the Contractor of any future responsibility as described in paragraph eight (8) of this Agreement.
5. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party at the address designated in this Agreement for receiving such notice. If this agreement is terminated, Contractor shall be authorized to receive payment for all work performed up to the date of termination.
6. With regard to compensation paid to Contractor, Contractor shall furnish to the "CITY" invoice detailing all of Contractor's services, expenses, and any other services utilized by the "CITY". Invoice shall be itemized pursuant to and in accordance with the attached Fee Schedule. Contractor shall be paid pursuant to the provisions of the Local Government Prompt Payment Act, F.S. 218. Contractor acknowledges and agrees that the rates set forth in the Fee Schedule shall remain fixed throughout the duration of the Agreement and thereafter shall only be adjusted by mutual written agreement of both parties.
7. General Considerations.
 - a. All reports, drawings, designs, specifications, notebooks, computations, details, and calculation documents prepared by Contractor and presented to the "CITY" pursuant to this Agreement are and remain the property of the "CITY" as instruments of service.
 - b. All analyses, data, documents, models, modeling, reports, and tests performed or utilized by Contractor shall be made available to the "CITY" upon request and shall be considered public records, pursuant to F.S. 119.0701.
 - c. Contractor shall keep all books, records, files, drawings, plans and other documentation, including all electronically stored items, which concern or relate to the services required hereunder, for a minimum

of three (3) years from the date of expiration or termination of this Agreement, or as otherwise required by any applicable law, whichever date is later. The "CITY" shall have the right to order, inspect and copy all such Records as often as it deems necessary during any such period of time. The right to audit, inspect, and copy records shall include all of the records of sub-Contractors (if any).

- d. Contractor shall, at all times, comply with the Florida Public Records Law, the Florida Open Meeting Law and all other applicable laws, rules, and regulations of the State of Florida.
- e. Contractor shall, at all times, carry Professional Liability, General Liability, Automobile and Worker's Compensation Insurance pursuant to the insurance requirements in RFP # 2022-06 naming "CITY" as an additional insured in each such policy.
- f. Upon Contractor's written request, the "CITY" will furnish, or cause to be furnished, such reports, studies, instruments, documents, and other information as Contractor and "CITY" mutually deem necessary, and Contractor may rely upon same in performing the services required under this agreement.
- g. The "CITY" and Contractor each binds itself and its successors, legal representatives and assigns to the other party to this agreement and to the partners, successors, legal representatives and assigns of such other party to this agreement, in respect to all covenants of this agreement; and neither the "CITY" nor Contractor shall assign or transfer their interest in this agreement without the prior written consent of the other party.

8. Should any other professional services be called for by the "CITY" which are not otherwise set forth in this Agreement or any of its attachments or exhibits, said charges shall be agreed upon in advance by the parties hereto. The Contractor may be required to provide additional services to the "CITY" on challenges, public protests, administrative hearings or similar matters. The Contractor shall be available to represent the "CITY", serve as an expert witness and provide supporting documentation as necessary.

9. The Contract Documents, which comprise the entire Contract between "CITY" and Contractor, and which are further incorporated herein by reference, consist of the following:

- a. Request for Proposals (RFP)
- b. "VENDOR"'s RFP Documents
- c. Permits / Licenses
- d. All RFP Addenda Issued Prior to RFP Opening Date
- e. All Modifications and Change Orders Issued
- f. Services hourly rates, as attached to this contract.

10. The Contractor agrees to indemnify and hold harmless the "CITY" of Wildwood, and their elected officials, employees and volunteers from and against all claims, losses and expenses, including legal costs, arising out of or resulting from, the performance of this contract, provided that any such claims, damage, loss of expenses is attributed to bodily injury, sickness, disease, personal injury or death, or to injury to or destruction of tangible property including the loss or loss of use resulting there from and is caused in whole or in part by any negligent act or omission of the Contractor.

11. Contractor, its agents, servants, or employees shall, in no manner, whatsoever be construed as the employees, agents, servants or representatives of the "CITY" and shall have not expressed or implied power or authority to act in any manner whatsoever for or on behalf of the "CITY", except as provided in the scope of services called for herein. Contractor is hereby designated as an independent contractor to the "CITY" and none of the employees, agents or servants of the Contractor shall have, or be entitled to, any of the fringe benefits applicable to employees of the "CITY".

12. In the event of default by either party hereto, the defaulting party shall be liable for all costs and expenses, including reasonable attorney's fees and costs incurred by the other party in enforcing its rights hereunder, whether litigation be instituted or not, at the trial court and appellate court level.

13. Contractor does hereby waive any and all "venue privilege" and or "diversity of citizenship privileges" and specifically agrees that any action brought for the enforcement, construction or interpretation of this agreement shall be maintained in the County or Circuit Court in and for Sumter County, Florida, and Contractor hereby specifically

waives its right or privilege to institute any action of any kind or nature whatsoever, against the "CITY" in any other State Court, Federal Court or administrative tribunal.

14. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or verbal. If any provision of this Agreement is declared to be invalid or unenforceable, the remainder shall continue to operate in full force and effect.

15. This Agreement cannot be changed or modified, unless by written agreement signed by all parties hereto.

16. In performing services hereunder, Contractor shall comply with all federal, state, and local laws and regulations. Contractor shall be responsible for identifying and obtaining all permits necessary to complete the scope of services. Contractor shall be responsible for obtaining, at its sole cost and expense, all necessary licenses and other governmental approvals required in order for Contractor to provide the type of services required hereunder.

17. Contractor shall immediately notify "CITY" in writing of any commitments during the term of this Agreement which may constitute a potential or actual conflict of interest with respect to the scope of services to be performed for the "CITY".

18. Each of the WHEREAS clauses listed above are hereby re-alleged and incorporated into this Agreement as if otherwise fully stated herein.

19. Any notices required by this Agreement shall be mailed to the following individual(s), by Certified Mail, Return Receipt requested:

FOR THE "CITY"

FOR THE CONTRACTOR

Name: Jason McHugh

Name: _____

Address: 100 N Main Street, Wildwood, FL 34785

Address: _____

Title: "CITY" Manager

Title: _____

Date: _____

Date: _____

IN WITNESS WHEREOF, the parties have signed this agreement the day and year first above written.

ATTEST:

"CITY" OF WILDWOOD

By: _____

By: Ed Wolf, Mayor

Date Signed: _____

ATTEST:

Contractor

By: _____

By: _____

Date Signed: _____

CUSTODIAL SERVICES

PRE-BID ATTENDEES

May 25, 2022 9:00

ACP FACILITY SERVICES

PO BX 2411

Woburn MA 01888

Juan Nova

Cell: 617-435-9585

Office: 781-932-0050/800-655-0390

Fax: 781-932-0589

jnova@acpfacility.com

MILLENNIUM FLOOR CARE

7325 Trouble Creek Rd #908

New Port Richey, FL 34653

Dell-Project Manager

Office: 727-485-3081

Fax: 352-415-1808

Mfcone@hotmail.com

<https://millenniumfloorcare.com>

NATIONAL BUILDING SERVICES

13360 W Colonial Dr #460

Winter Garden, FL 34787

Jose Balado

Cell: 689-444-6028

Office: 866-782-2688

jose@team-NBS.com

www.team-NBS.com

PADEGENIS CLEANING

PO Box 859

Mims FL 32754

Paul Padegenis

Cell: 321-603-9909

Office: 321-747-0174

kerri@padegeniscleaning.com

www.padegeniscleaning.com

PROPERTY WORKS

1201 Roebuck Court

West Palm Beach FL 33401

Samuel Mayfield

Cell: 561-386-7821

Office: 561-805-8687

Fax: 561-805-8688

samuel@propertyworksonline.net

ZAHARALY'S CLEANERS

Martha Rotas

Office: 863-205-3425

Zaharaly@hotmail.com

www.zaharalyscleaners.com

TOTAL CONCUR SERVICES



CUSTODIAL SERVICES

BID OPENING RPF#2022-06

June 8, 2022 11:30am

COMPANY NAME	DATE RECEIVED	TIME RECEIVED	BID AMOUNT
National Building Services	6/8/2022	10:45 AM	\$110,016.00
Dell Project Manager Janitorial	6/8/2022	9:44 AM	\$113,220.00
Padegenis Cleaning Inc	6/8/2022	9:36 AM	\$124,734.76
Samuel Mayfield Property Work	6/8/2022	8:16 AM	\$218,100.00

CITY OF WILDWOOD

SUBMITTAL REQUIREMENTS CHECKLIST



WILDWOOD
FLORIDA

Project: RFP #2022-06

Custodial Services

Thomas J. Rigwood
Thomas Rigwood Assistant Public Works Director

6/9/22
Date

Valorie Hodges *6-9-22*
Valorie Hodges Administrative Assistant Date

Notes:

Original	4 Copies	Electronic Copy	Cover Page	Statement of Interest	Vendor Profile (Form 1)	Team Composition and Resumes	Bid Form (Form 2)	Illustrative Work (Form 3)	References	Proposer's Certification/Addenda Acknowledgement Form	Proposal Form	Statement of Terms and Conditions	Hold Harmless Agreement	Drug Free Workplace Certificate	Public Entity Crimes Form	Conflict of Interest Disclosure Form	Certificate of Insurability	E-Verify Document
----------	----------	-----------------	------------	-----------------------	-------------------------	------------------------------	-------------------	----------------------------	------------	---	---------------	-----------------------------------	-------------------------	---------------------------------	---------------------------	--------------------------------------	-----------------------------	-------------------

APPLICANTS

Padegenis Cleaning Inc	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	MISSING COMPLETE IMMIGRATION FORM
Millennial Floor Care	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	N	N	MISSING 2 DOCUMENT
National Building Services	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	N	MISSING 2 FORMS IMMIGRATION FORM
Batallan Enterprises Inc (dba Property Works)	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	

5
↓
ELECTRONIC SIGN



Memorandum

To: Jeremy Hockenbury, Director of Public Works

From: Thomas J. Rigwood, Asst. Director of Public Works

Date: 6/17/22

Re: Custodial Services Bid Opening

Public Works custodial staff have historically provided janitorial cleaning services for all City facilities. The custodial team has also effectively absorbed the workload of the several new facilities in the past few years. As the result of the additional workload and the anticipation of several new facilities being completed in fiscal year 2022, the Public Works Administration decided to develop a Request for Proposal (RFP) to seek bids for a custodial services contract.

On June 8, 2022, four (4) bids for Custodial Services for the City of Wildwood facilities were received, publicly opened and read aloud. The resulting bid tab from the opening is attached. The specifications specifically outline what cleaning tasks are to be accomplished on a daily, weekly, bi-weekly, monthly, quarterly, and bi-annual basis, with the bi-annual operations consisting of carpet cleaning and tile floor cleaning and waxing. The bid outlines a contract for a period of three (3) years, with the possibility of two (2) 12-month extensions, to meet conditions set forth in the specifications and instructions to bidders.

The Public Works staff evaluation committee reviewed the bid packets and determined the vendor of choice is Padegenis Cleaning, Inc. Padegenis was one vendor that physically visited the facility to assess the spaces to be cleaned, explained about their cleaning company in detail and outlined how they were going to bid the contract based on our specifications. Padegenis detailed bid included information about the company and its employees, customized specifications of cleaning operations and accountability measures to ensure the facility is cleaned per the contract.

The evaluation committee was comprised of the following Public Works staff members:

- Thomas J. Rigwood, Asst. Director of Public Works
- Terry Bunn, Facilities Manager,
- Nick McCray, Custodial Crew Leader
- Valorie Hodges, Senior Staff Assistant

The evaluation process was completed with the following results.

	Rigwood	Bunn	McCray	Hodges	Total
<i>Padegenis</i>	<i>100</i>	<i>83</i>	<i>65</i>	<i>88</i>	<i>336</i>
Millennial	86	68	70	84	308
National	93	69	65	84	311
Property Works	86	75	85	83	329

Recommendation:

I recommend, with your approval, that we accept the bid from Padegenis Cleaning, Inc. for Custodial Services for Public Works, MSC (Utilities / WWT Area) and Fleet Services at monthly cost of \$2,120.07 which equates to a yearly contract price of \$25,440.84 for a period beginning as determined by the City

Attachments:

Custodial Services Bid Tabs
Staff Evaluation Forms

CITY OF WILDWOOD

FINAL SHORTLIST RANKING



Project: Custodial Services

RFP #2022-06

	EVALUATORS					
	Thomas Rigwood	Terry Bunn	Valorie Hodges	Nick McCray	Total Points	Ranking
APPLICANTS						
Padegenis Cleaning, Inc.	100	88	83	65	336	1
Millennial Floor Care	86	84	68	70	308	4
National Building Services	93	84	69	65	311	3
Batallan Enterprises Inc. (dba Property Works)	86	83	75	85	329	2

RFP COVER PAGE

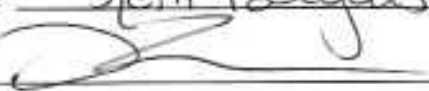
Name of "VENDOR", Entity or Organization:	
Padegenis Cleaning Inc	
Federal Employer Identification Number (FEIN):	20-4234512
State of Florida License Number (If Applicable):	P06000014001
Name of Contact Person:	Kerri Padegenis
Title:	Director
E-Mail Address:	kerri@padegeniscleaning.com
Mailing Address: 1709 Saratoga Dr	
Street Address (if different):	
"CITY", State, Zip: Titusville, FL 32796	
Telephone: 321-747-0174	Fax:
Organizational Structure – Please Check One:	
Corporation ☒ Partnership ☐ Proprietorship ☐ Joint Venture ☐ Other ☐	
If Corporation:	
Date of Incorporation: 01/27/2006	State of Incorporation: FL
States Registered in as Foreign Corporation:	
Authorized Signature:	
Print Name:	Kerri Padegenis
Signature:	
Title:	Director
Phone:	321-747-0174
<i>This document must be completed and returned with your Submittal.</i>	

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Tab B- Vendor Profile-Pages 3-5

Tab C-Team Composition and Resumes-Pages 6-10

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Tab F-References-Page 18

Tab G-Additional Information Pages 19-21

Tab H- Additional Required Documents-Pages 22-36

TAB A

Statement Of Interest



Statement Of Interest-City Of Wildwood RFP-2022-07

Thank you for allowing Padegenis Cleaning Inc to prepare a professional cleaning service proposal for your consideration. We know it takes considerable time and effort to show any potential contractor your facility, and to provide them with the necessary information. So again, thanks!

Here are a few important highlights:

Before we start... All of our cleaners are thoroughly trained on how to perform each cleaning task, as well as on important safety issues. Our goal is to clean each customer's facility professionally and safely.

During the start... We know a seamless, no-hassle start-up is important to every customer. So at Padegenis Cleaning Inc, we combine up-front preparation and training with strong management and direction to ensure a smooth, successful startup.

After the start... A systematic approach to keep your building looking good! At Padegenis Cleaning Inc, we offer strong management and quality control to plan for, and not lose track of, the many necessary cleaning details.

Padegenis Cleaning Inc is committed to providing quality janitorial services that deliver the highest levels of customer satisfaction.

Padegenis Cleaning is a family owned local company that has been in business for 16 yrs. We are experienced in commercial cleaning & possess all the qualifications necessary to complete this job with a high level of satisfaction.

The owners- Paul & Kerri Padegenis are available 24 hrs a day & are present at all levels of training. Owners will be the supervisors for this project to ensure the work will be completed in a timely fashion & consistent standard.

We do not sub contract. All of our employees are background screened & legally permitted to work in the US

We have been providing janitorial services to both private and public companies for over a decade. We also provide carpet extraction, floor stripping and waxing and covid disinfection

We look forward to the opportunity of becoming a trusted and valued partner in improving and maintaining the appearance of your building. Please call if you have any questions, or need additional information as you review our proposal.

Sincerely,
Paul and Kerri Padegenis
Owners
Padegenis Cleaning Inc

A handwritten signature in black ink, appearing to be 'PK' or similar initials, followed by a long horizontal stroke.

TAB B

Vendor Profile

FORM 1

“VENDOR” PROFILE

Submitted by (Company Name):

Padegenis Cleaning Inc

Corporation

Partnership

Individual

Joint Venture

Other

Describe:

Florida Contractor License Number:

P06000014001

Expiration Date:

Office Location:

Titusville, Florida

Number of people in your organization:

2 Officers and 12 Employees

Length of time the Contractor has been doing business under this name in Florida:

16

years

Length of time your firm has provided services to governmental clients:

16

years

Under what other name(s) has your firm operated:

Has or is your firm currently involved in any formal court proceedings regarding any of your contracts?

YES

(attach a detailed explanation)

NO

State of Florida

Department of State

I certify from the records of this office that PADEGENIS CLEANING, INC. is a corporation organized under the laws of the State of Florida, filed on January 27, 2006.

The document number of this corporation is P06000014001.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on January 22, 2022, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Eighth day of February, 2022*



Ronald R. DeSantis
Secretary of State

Tracking Number: 9387992751CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

2021 - 2022

BREVARD COUNTY BUSINESS TAX RECEIPT
SUBJECT TO COUNTY ZONING RESTRICTIONS
TAX RECEIPT SHOULD BE DISPLAYED ON PREMISES

ACCOUNT NO.
885007069

THE PERSON(S), OR ENTITY BELOW:
PADEGENIS CLEANING INC
1709 SARATOGA DR
TITUSVILLE, FL 32796

BUSINESS PERIOD: October 01, 2021 - September 30, 2022
EXPIRES: SEPTEMBER 30, 2022

ISSUED PURSUANT AND SUBJECT TO FLORIDA STATUTES AND BREVARD COUNTY CODE ISSUANCE
DOES NOT CERTIFY COMPLIANCE WITH ZONING OR OTHER LAWS.
BUSINESS TAX RECEIPT IS SUBJECT TO REVOCATION FOR ZONING VIOLATIONS, AND / OR FAILURE
TO MAINTAIN REGULATORY PRE-REQUISITES AS REQUIRED FOR BUSINESS CLASSIFICATION(S), OR
SUBSEQUENT ACTIVITIES. NOTIFY TAX COLLECTOR UPON CLOSING OF BUSINESS.
A PERMIT IS REQUIRED TO ADVERTISE (including with signage) "GOING OUT OF BUSINESS".

DBA
PADEGENIS CLEANING INC

LOCATION:
1709 SARATOGA DR
TITUSVILLE, FL 32796

LISA CULLEN, CFC, Brevard County Tax Collector
P O Box 2500, Titusville, Florida 32781-2500
(321)264-6969 or (321)633-2199

UPON A CHANGE OF OWNERSHIP OR LOCATION
BUSINESS TAX RECEIPT SHOULD BE TRANSFERRED WITHIN 30 DAYS

OWNED BY:
PADEGENIS CLEANING INC

BUSINESS CLASSIFICATIONS, DISCLAIMERS, AND RELATED FEES:

EXEMPTIONS: 0.00

820005	RECEIPT AMT
590501	HAZ WASTE GEN. SURCHARGE
470325	JANITORIAL SERVICE
550	EQUIP. STORAGE-INSIDE ONLY
570	NO SIGNS / CUSTOMERS @LOC.
571	NO CUSTOMERS AT LOCATION
600	CITY RESTRICTIONS APPLY

Receipt Fee	37.00
Hazardous Waste Fee	50.00
Zoning Application Fee	0.00
Building Occupancy Review Fee	0.00
Fire Prevention Fee	0.00
Late Penalty	0.00
NSF Fee	0.00
Transfer Fee	0.00

Paid 720-22-00000037 10/06/2021 87.00

MAIN OFFICE: 400 South St., 6th Floor, Titusville, FL 32780

BRANCH OFFICES: Merritt Island Office, 1605 N. Courtenay Pkwy
Melbourne Office, 1515 Sarno Road
Palm Bay Office, 450 Cogan Dr. SE
Titusville Office, 800 Park Ave.
Indian Harbour Beach Office, 240 E. Eau Gallie Blvd.
Viera Office, 2725 Judge Fran Jamieson Way, #A108, Viera, FL 32940

TAB C

Team Composition and Resumes



Padegenis Cleaning is committed to providing the utmost satisfaction for our clients. This includes 24 hour emergency response and the ability to speak to a company owner at any time.

We have been providing outstanding commercial janitorial services for 16 years.

We own all our equipment and all of our staff are trained and qualified in all aspects of commercial janitorial cleaning.

Personnel supplied by Padegenis Cleaning Inc are deemed employees of Padegenis Cleaning Inc and will not for any purpose be considered employees or agents of the customer.

Our employees are background checked & certified to work in the United States

Padegenis Cleaning Inc is an equal opportunity employer. All necessary employment forms will be maintained by our office as required by law.

For this project we will be using a team of 3 people and 1 supervisor on site. The 2 owners will serve as off-site supervisors.

Lucrecia (Keisha) Hamilton will serve as the onsite supervisor. Keisha has been with us since 2015. Keisha has handled all aspects of commercial cleaning and has been our supervisor for 5 years. Keisha is not only outstanding in the cleaning field, she excels in customer service.

Paul Padegenis
321-603-9909
padegenis@gmail.com

Kerri Padegenis
321-609-1801
kerri@padegeniscleaning.com



KERRI PADEGENIS

PADEGENIS CLEANING INC

321-609-1801

KERRI@PADEGENISCLEANING.COM

PADEGENISCLEANING.COM

BACKGROUND

- Kerri started Padegenis Cleaning in 2006 after a decade in the restaurant industry, where she managed several casual dining restaurants all over New England.
- Upon moving to Florida and having a child she decided she needed a job where she could be her own boss and set her own hours.
- She started the residential division of Padegenis Cleaning and still works and manages it to this day
- Kerri has led the company through 2 recessions and the COVID crisis through her work ethic and ability to be flexible with the company path.
- Kerri has an outstanding customer service background and the ability to work with the most particular clients.
- Kerri also handles most of the Human Resources and Accounting
- She understands this company isn't about her, the company exists because of its employees and its clients
- Kerri understands her name and reputation are on the line with every hour that a representative for Padegenis Cleaning is at work, and trains and treats those representatives accordingly

FUTURE

- Padegenis Cleaning has grown considerably since its beginnings in 2006, but because of the careful oversight of Kerri, it hasn't grown out of it's original structure and scope- to provide excellent service and personalized work plans
- We hope to continue servicing the State of Florida in both the private and government capacity. Our plans are to grow our commercial field and continue to provide well paying jobs to honest hard working people



PAUL PADEGENIS

PADEGENIS CLEANING INC

321-603-9909

PADEGENIS@GMAIL.COM

PADEGENISCLEANING.COM

BACKGROUND

- Paul started Padegenis Cleaning in 2006 after a long career in restaurant kitchens and restaurant kitchen management
- After moving to Florida, Paul saw how much the restaurants were paying the in house crew to clean after a shift and knew he could come up with a more streamlined cost effective plan
- Darden restaurants gave him a shot and Padegenis Cleaning Inc was born. Padegenis cleaning continued to service Darden for several years at several locations until the company changed hands
- Paul has led the commercial team since day 1
- Paul knows every building and every client we service, he handles all the training along with Kelsha
- Paul is skilled in the use and knowledge of equipment and chemicals
- Paul has cross trained the team in floor maintenance, carpet cleaning, windows, as well as recently adding COVID disinfecting
- Paul handles all the commercial work plans, putting his experience to use to provide every client with the most efficient, cost saving and highest standard of cleanliness possible

FUTURE

- Paul has big plans for the future. He wants to continue adding to the commercial division by adding more services to our current roster including Bio Hazard Cleaning



KEISHA HAMILTON PADEGENIS CLEANING INC

BACKGROUND

- Keisha started with Padegenis Cleaning In 2015
- Keisha has been our onsite supervisor for over 5 years
- Keisha has consistently provided outstanding service and attention to detail
- Keisha is self motivated and strives everyday to bring our standards to the field
- Our clients absolutely love Keisha! She has been offered jobs by numerous clients and she still sticks with us!

FUTURE

- Wherever we go, whatever we do, Keisha is our family and an integral part of our success-we hope she will continue to grow and stay with us

TAB D

Bid Form

**APPENDIX A: BID FORM
CITY OF WILDWOOD, FLORIDA**

CUSTODIAL SERVICES

We, the undersigned, agree to provide janitorial services to the City of Wildwood for a period of three (3) years, with the possibility of two (2) 12-month extensions, to meet conditions set forth in the specifications and instructions to bidders.

Base Bid

Description	Service Frequency	Monthly Cost Year 1	Monthly Cost Year 2	Monthly Cost Year 3
MSC - Utilities / WWT Area	Daily(M-F)	\$946.83	\$946.83	\$979.24
Public Works	Daily(M-F)	\$823.33	\$823.23	\$851.50
Public Works Restrooms	M-W-F	\$102.91	\$102.91	\$106.42
Fleet Services	M-W-F	\$247.00	\$247.00	\$255.58

Alternate Bid*

Description	Service Frequency	Monthly Cost Year 1	Monthly Cost Year 2	Monthly Cost Year 3
City Hall	Daily(M-F)	\$2058.33	\$2058.33	\$2128.75
City Hall Annex	Daily(M-F)	\$658.66	\$658.66	\$681.20
Police Department	Daily(M-F)	\$1399.66	\$1399.66	\$1447.55
Community Center	Daily(M-F)	\$1482.00	\$1482.00	\$2128.75
WWTP	Daily(M-F)	\$1235.00	\$1235.00	\$1277.25
Police Dept. at Brownwood	M-W-F	\$329.33	\$329.33	\$427.26
Warfield Auditorium		\$1111.50	\$1111.50	\$1149.54

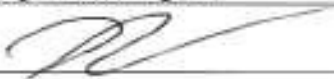
Hourly Bid

Description	Service Frequency	Rate Year 1	Rate Year 2	Rate Year 3
Hourly Rate for Additional Services	As needed	\$18.65	\$18.65	\$19.25

*Alternate bids will be evaluated and considered based on the City's needs as the result of growth and/or progression of required services.

The undersigned hereby certifies that he/she has read and understands the contents of this solicitation and agrees to furnish at the prices shown any or all the items above, subject to all instructions, conditions, specifications, and attachments hereto. Failure to have read all the provisions of this contract shall not be caused to alter the original contract or request additional compensation.

COMPANY NAME: Padegenis Cleaning Inc

AUTHORIZED SIGNATURE: 

TYPED/PRINT NAME OF PERSON SIGNING: Kerri Padegenis

TITLE OF PERSON SIGNING: Director

ADDRESS OF COMPANY: 1709 Saratoga Dr Titusville, FL 32796

TELEPHONE NUMBER: 321-747-0174

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TAB E

Illustrative Work

FORM 3

ILLUSTRATIVE WORK

Work by "VENDOR" best illustrates current proposals relevant to the RFP that have been/is being accomplished by personnel that shall be assigned to the "CITY". List no more than five (5) projects.

<u>Project Name & Location</u> Sterling Medical - various locations throughout central Florida <u>Project Manager:</u> Paul Padegenis and Keisha Hamilton		<u>Client's Name & Address</u> Sterling Medical 1561 Fairbanks Ave Winter Park, FL 32789
<u>Completion Date (Actual or Estimated):</u> ongoing contract		<u>Client Contact Name, Title, Email Address and Telephone Number:</u> Kirk O'Neal kotech@sterlingmedgroup.com
<u>Contractor Fees (In Thousands)</u> Entire Project: \$ \$63k/yr	Work for which "VENDOR" was/is responsible: \$ 100%	
<u>Scope of Entire Project</u> (Please give quantitative indications wherever possible) We've been handling the custodial services for multiple Sterling Medical buildings for several years now. Duties have included daily restroom cleaning, trash emptying, floor sweeping and mopping, carpet vacuuming, dusting, kitchen cleaning floor refinishing when needed.		
<u>Nature of "VENDOR"'s Responsibility in Project</u> (Please give quantitative indications wherever possible) We are the prime contractor for this project		
<u>"VENDOR"'s Personnel (Name/Project Assignment) That Worked on the Stated Project that Shall Be Assigned to the "CITY"'s Project</u> Paul Padegenis Keisha Hamilton		

APJ

ILLUSTRATIVE WORK

Work by "VENDOR" best illustrates current proposals relevant to the RFP that have been/is being accomplished by personnel that shall be assigned to the "CITY". List no more than five (5) projects.

<u>Project Name & Location</u> Brevard Parks and Recreation- various locations throughout Brevard Florida <u>Project Manager:</u> Paul Padegenis and Kerri Padegenis		<u>Client's Name & Address</u> Brevard Parks and Recreation 475 N.Williams Ave Titusville, Fl. 32796
<u>Completion Date (Actual or Estimated):</u> ongoing contract		<u>Client Contact Name, Title, Email Address and Telephone Number:</u> Dave Celli David.Celli@breavrdfl.gov
<u>Contractor Fees (In Thousands)</u> Entire Project: \$ 102k/yr	Work for which "VENDOR" was/is responsible: \$ 100%	
<u>Scope of Entire Project</u> (Please give quantitative indications wherever possible) We've been handling the custodial services for multiple Brevard County Parks and Recreation buildings and community centers. Duties have included daily restroom cleaning, trash emptying, floor sweeping and mopping, carpet vacuuming ,dusting, windows and kitchen cleaning		
<u>Nature of "VENDOR"'s Responsibility in Project</u> (Please give quantitative indications wherever possible) We are the prime contractor for this project		
<u>"VENDOR"'s Personnel (Name/Project Assignment) That Worked on the Stated Project that Shall Be Assigned to the "CITY"'s Project</u> Paul Padegenis Kerri Padegenis		

FORM 3

ILLUSTRATIVE WORK

Work by "VENDOR" best illustrates current proposals relevant to the RFP that have been/is being accomplished by personnel that shall be assigned to the "CITY". List no more than five (5) projects.

<u>Project Name & Location</u> Bimbo Bakeries- various locations throughout Central Florida <u>Project Manager:</u> Paul Padegenis and Keisha Hamilton		<u>Client's Name & Address</u> Bimbo Bakeries 750 Jetstream Dr Orlando, Fl. 32824
<u>Completion Date (Actual or Estimated):</u> ongoing contract		
<u>Contractor Fees (In Thousands)</u> Entire Project: \$22k/yr Work for which "VENDOR" was/is responsible: 100%		<u>Client Contact Name, Title, Email Address and Telephone Number:</u> Jeff Beierschmitt Jeff.Beierschmitt@grupobimbo.com
<u>Scope of Entire Project</u> (Please give quantitative indications wherever possible) We've been handling the custodial services for several Bimbo Bakery warehouses and bakeries in Central Florida for several years now Duties have included daily restroom cleaning, trash emptying, floor sweeping and mopping, carpet vacuuming, dusting, windows, kitchen cleaning, and floor refinishing		
<u>Nature of "VENDOR"'s Responsibility in Project</u> (Please give quantitative indications wherever possible) We are the prime contractor for this project		
<u>"VENDOR"'s Personnel (Name/Project Assignment) That Worked on the Stated Project that Shall Be Assigned to the "CITY"'s Project</u> Paul Padegenis Keisha Hamilton		

FORM 3

ILLUSTRATIVE WORK

Work by "VENDOR" best illustrates current proposals relevant to the RFP that have been/is being accomplished by personnel that shall be assigned to the "CITY". List no more than five (5) projects.

<u>Project Name & Location</u> New Smyrna Beach Utilities Commission <u>Project Manager:</u> Paul Padegenis and Kerri Padegenis		<u>Client's Name & Address</u> New Smyrna Beach Utilities Commission 200 Canal St New Smyrna Beach FL 32168
<u>Completion Date (Actual or Estimated):</u> ongoing contract		<u>Client Contact Name, Title, Email Address and Telephone Number:</u> Dan Willis dwillis@ucnsbc.com
<u>Contractor Fees (In Thousands)</u> Entire Project: \$ 39k/yr	Work for which "VENDOR" was/is responsible: \$ 100%	
<u>Scope of Entire Project (Please give quantitative indications wherever possible)</u> We've been handling the custodial services for several New Smyrna Beach Utilities Commission office buildings. Duties have included daily restroom cleaning, trash emptying, floor sweeping and mopping, carpet vacuuming, dusting, windows, kitchen cleaning		
<u>Nature of "VENDOR"s Responsibility in Project (Please give quantitative indications wherever possible)</u> We are the prime contractor for this project		
<u>"VENDOR"s Personnel (Name/Project Assignment) That Worked on the Stated Project that Shall Be Assigned to the "CITY"s Project</u> Paul Padegenis Kerri Padegenis		

FORM 3

ILLUSTRATIVE WORK

Work by "VENDOR" best illustrates current proposals relevant to the RFP that have been/is being accomplished by personnel that shall be assigned to the "CITY". List no more than five (5) projects.

<u>Project Name & Location</u> Winter Park Oncology		<u>Client's Name & Address</u> Winter Park Oncology 1561 Fairbanks Ave Winter Park, FL 32789
<u>Project Manager:</u> Paul Padegenis and Keisha Hamilton		
<u>Completion Date (Actual or Estimated):</u> ongoing contract		<u>Client Contact Name, Title, Email Address and Telephone Number:</u> Julia Walsh j.walsh@winterparkoncology.com
<u>Contractor Fees (In Thousands)</u>		
<u>Entire Project:</u> \$ \$12k/yr	<u>Work for which "VENDOR" was/is responsible:</u> \$ 100%	
<u>Scope of Entire Project (Please give quantitative indications wherever possible)</u> We've been handling the custodial services for Winter Park Oncology office building. Duties have included daily restroom cleaning, trash emptying, floor sweeping and mopping, carpet vacuuming, dusting, windows, kitchen cleaning		
<u>Nature of "VENDOR"s Responsibility in Project (Please give quantitative indications wherever possible)</u> We are the prime contractor for this project		
<u>"VENDOR"s Personnel (Name/Project Assignment) That Worked on the Stated Project that Shall Be Assigned to the "CITY"s Project</u> Paul Padegenis Keisha Hamilton		

TAB F

References

APPENDIX B: REFERENCES

List below other organizations (users of similar size and structure to the City of Wildwood preferred) for which these or other similar services have been provided:

Agency Name	AAR CORP
Address	1 AAR Way
City, State, Zip Code	Rockledge, FL
Telephone Number	321-361-3314
Contact Person	Ashley Kearns
Dates of Service	10/2018-ongoing

Agency Name	Sterling Medical
Address	1561 Fairbanks Ave
City, State, Zip Code	Winter Park FL
Telephone Number	407-564-2816
Contact Person	Kirk O'Neal
Dates of Service	2016-ongoing

Agency Name	Ardmore Roderick
Address	3361 Rouse Rd
City, State, Zip Code	Orlando, FL
Telephone Number	321-430-6710
Contact Person	Jason Silver
Dates of Service	2021-ongoing

Agency Name	Winter Park Oncology
Address	1561 Fairbanks Ave
City, State, Zip Code	Winter Park FL
Telephone Number	618-567-5060
Contact Person	Julia Walsh
Dates of Service	2020-ongoing

Agency Name	Brevard Parks and Rec
Address	700 Longpoint Rd
City, State, Zip Code	Melbourne Beach, FL
Telephone Number	321-952-4532
Contact Person	David Moore
Dates of Service	2021

Ag-18

TAB G

Additional Information

Service Schedule

Service Frequency: 5 Days per week-Daily Service- M-F

Hours Of Service: Evenings - after 5:30 pm.

Daily Service:

- Wipe all exposed counters, desks and surfaces
- Clean & disinfect wall switches, door handles, countertops, signs, walls & partitions
- Empty all trash receptacles , clean as needed & replace liners.
- Refill soap, sanitizer & paper dispensers
- Clean all mirrors
- Clean & sanitize all urinals & toilets
- Clean & sanitize all sinks, faucets & countertops
- Clean & disinfect outside of all paper receptacles, soap dispensers, vents & air dryers
- Replace needed paper products
- Disinfect water fountains
- Sweep and/or vacuum all floors
- Vacuum mats
- Mop all vinyl and tile

Utilize caution & wet floor signs

Weekly Service:

- Machine buff floors
- Clean exterior appliances
- Clean baseboards
- Hi Dust all surfaces
- Replace Vacuum Bags

Monthly Service:

- Vacuum furniture
- Vacuum corners
- Hi dust all vents and ceilings
- Dust blinds
- Flush Drains

Quarterly Service:

- Clean Coving
- Clean mouldings, pipes and lighting

Semi-Annual Service:

- Wash walls
- Clean and wax all woodwork
- Clean all doors and rails
- Clean all light diffusers and reflectors
- Clean inside and out of all windows and glass doors

Padegenis Cleaning Inc

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Clean all window sills and door and window frames

Annual Service:

Strip and wax applicable floors
Extract carpetsWash all walls
Vacuum air grilles
vacuum and shampoo furniture
Vacuum window coverings

Our Philosophy

Padegenis Cleaning Inc is committed to providing quality janitorial services that deliver the highest levels of customer satisfaction.

Padegenis Cleaning is a family owned local company that has been in business for 16 yrs. We are experienced in commercial cleaning & posses all the qualifications necessary to complete this job with a high level of satisfaction.

The owners- Paul & Kerri Padegenis are available 24 hrs a day & are present at all levels of training. Owners will the supervisors for this project to ensure the work will be completed in a timely fashion & consistent standard.

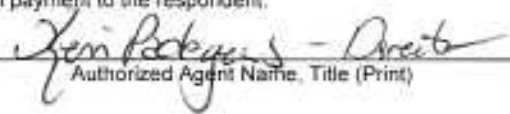
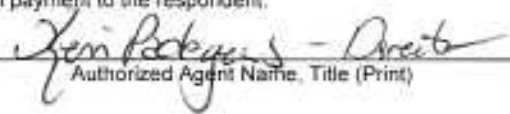
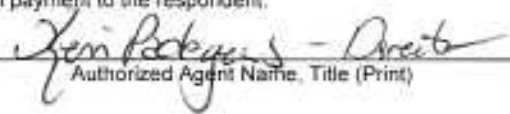
We do not sub contract. All of our employees are background screened & legally permitted to work in the US

We have been providing janitorial services to both private and public companies for over a decade. We also provide carpet extraction, floor stripping and waxing and covid disinfection

TAB H

Additional Required Documents

PROPOSER'S CERTIFICATION

Submit To: City of Wildwood 100 N Main Street Wildwood, FL 34785 352-330-1330 352-330-1338 (fax)		CITY OF WILDWOOD REQUEST FOR PROPOSAL (RFP) CERTIFICATION AND ADDENDA ACKNOWLEDGMENT											
DUE DATE:	DUE TIME:	RFP # 2022-07											
TITLE: Custodial Services													
"VENDOR" NAME: Padegenis Cleaning Inc		PHONE NUMBER: 321-747-0174											
"VENDOR" MAILING ADDRESS: 1709 Saratoga Dr		FAX NUMBER:											
"CITY"/STATE/ZIP: Titusville, FL 32795		E-MAIL ADDRESS: kerri@padegeniscleaning.com											
"I, the undersigned, certify that I have reviewed the addenda listed below (list all addenda received to date). I understand that timely commencement will be considered in award of this RFP and that cancellation of award will be considered if commencement time is not met, and that untimely commencement may be cause for termination of contract. I further certify that the services will meet or exceed the RFP requirements. I, the undersigned, declare that I have carefully examined the RFP, specifications, terms, and conditions as applicable for this Request, and that I am thoroughly familiar with all provisions and the quality and type of coverage and services specified. I further declare that I have not divulged, discussed, or compared this RFP with any other Offeror and have not colluded with any Offerors or parties to an RFP whatsoever for any fraudulent purpose." <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;"><u>1-5/23/22</u></td> <td style="text-align: center;"><u>update sq ft 6/2/22</u></td> <td style="text-align: center;"><u>update maps 6/2/22</u></td> <td style="text-align: center;"><u>update maps alt 6/2/22</u></td> <td style="text-align: center;"><u>Q&A 6/2/22</u></td> </tr> <tr> <td style="text-align: center;">Addendum #</td> <td style="text-align: center;">Addendum #</td> <td style="text-align: center;">Addendum #</td> <td style="text-align: center;">Addendum #</td> <td style="text-align: center;">Addendum #</td> </tr> </table>				<u>1-5/23/22</u>	<u>update sq ft 6/2/22</u>	<u>update maps 6/2/22</u>	<u>update maps alt 6/2/22</u>	<u>Q&A 6/2/22</u>	Addendum #	Addendum #	Addendum #	Addendum #	Addendum #
<u>1-5/23/22</u>	<u>update sq ft 6/2/22</u>	<u>update maps 6/2/22</u>	<u>update maps alt 6/2/22</u>	<u>Q&A 6/2/22</u>									
Addendum #	Addendum #	Addendum #	Addendum #	Addendum #									
"I certify that this quote is made without prior understanding, agreement, or connection with any corporation, "VENDOR", or person submitting an RFP for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the RFP, including but not limited to certification requirements. In conducting offers with an agency for "CITY" OF WILDWOOD, respondent agrees that if this RFP is accepted, the respondent will convey, sell, assign, or transfer to the "CITY" of Wildwood all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States for price fixing relating to the particular commodities or services purchased or acquired by the "CITY". At the "CITY" of Wildwood discretion, such assignment shall be made and become effective at the time the purchasing agency renders final payment to the respondent." <table style="width: 100%; border: none;"> <tr> <td style="width: 40%; text-align: center;">  Authorized Agent Name, Title (Print) </td> <td style="width: 30%; text-align: center;">  Authorized Signature </td> <td style="width: 30%; text-align: center;"> <u>6.6.22</u> Date </td> </tr> </table>				 Authorized Agent Name, Title (Print)	 Authorized Signature	<u>6.6.22</u> Date							
 Authorized Agent Name, Title (Print)	 Authorized Signature	<u>6.6.22</u> Date											
<i>This form must be completed and returned with your Submittal</i>													

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PROPOSALS FORM FOR "CITY" OF WILDWOOD



Name of "VENDOR" Submitting Proposals Padegenis Cleaning Inc

Name of Person Submitting Proposals Kerri Padegenis

PROPOSER ACKNOWLEDGMENT

"The undersigned hereby declares that he/she has informed himself/herself fully in regard to all conditions to the work to be done, and that he/she has examined the RFP and Specifications for the work and comments hereto attached. The "VENDOR" proposes and agrees, if this submission is accepted, to contract with the "CITY" of Wildwood to furnish all necessary materials, equipment, labor, and services necessary to complete the work covered by the RFP and Contract Documents for this Project. The "VENDOR" agrees to accept in full compensation for each item the prices named in the schedules incorporated herein."

[Signature]
Signature

0.6.22
Date

RFP 2022-07
RFP Number

[☐] Check if exception(s) or deviation(s) to Specifications. Attach separate sheet(s) detailing reason and type for the exception or deviation.

This document must be completed and returned with your Submittal

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Statement of Terms and Conditions

PUBLIC ENTITY CRIME: A person or affiliate who has been placed on the convicted "VENDOR" list following a conviction for a public entity crime may not submit a proposal/bid on a contract to provide any goods or services to a public entity, for the construction or repair of a public building or public work, may not submit a proposal/bid on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or Contractor under a contract with any public entity, and may not conduct business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted "VENDOR" list.

INDEMNIFICATION: The contractor shall indemnify and hold harmless the City and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.

PROHIBITION OF LOBBYING: During the blackout period which is, the period between the time the submittal for Invitation to Bid or the Request for Proposals, or Proposals, or information, as applicable, are received at Contracts / Purchasing and the time the "CITY" awards the contract, no proposer, no lobbyist, principal, or other person may lobby, on behalf of a competing party in a particular procurement matter, any member of the "CITY", or any "CITY" employee other than the . Violation of this provision may result in disqualification of acting party. All questions regarding this Request for Proposals (RFP) or Invitation to Bid (IBID) must be submitted in writing to the "CITY's" Financial Services Manager.

ANTI TRUST LAWS: By submission of a signed RFP or BID, the successful "VENDOR" acknowledges compliance with all antitrust laws of the United States and the State of Florida, in order to protect the public from restraint of trade, which illegally increases prices.

CONFLICT OF INTEREST: The award of the contract hereunder is subject to the provisions of Chapter 112 of the Florida Statutes. "VENDOR" shall disclose the name of any Officer, Director, Partner, Associate, or Agent who is also an Officer, Appointee, or Employee of any of the "CITY's" at the time of the RFP or BID, or at the time of occurrence of the Conflict of Interest thereafter.

INTERPRETATION, CLARIFICATIONS AND ADDENDA: No oral interpretations will be made to any "VENDOR" as to the meaning of the RFP/BID Contract Documents. Any inquiry or request for interpretation received by the before the date listed herein will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed at or after the Pre-Proposal/Pre-Bid Conference, mailed or sent by available or electronic means to all attending prospective Submitters prior to the established RFP/BID opening date. Each "VENDOR" shall acknowledge receipt of such addenda in the space provided. In case any Proposer/Bidder fails to acknowledge receipt of such addenda or addendum, his offer will nevertheless be construed as though it had been received and acknowledged and the submission of his bid will constitute acknowledgment of the receipt of same. All addenda are a part of the RFP/BID FORMS and each Proposer/Bidder will be bound by such addenda, whether or not received by him. It is the responsibility of each Proposer/Bidder to verify that he has received all addenda issued before RFP/BID's are opened. In the case of unit price items, the quantities of work to be done and materials to be furnished under this RFP/BID Contract are to be considered as approximate only and are to be used solely for the comparison of RFP/BID's received. The "CITY" and/or the CONTRACTOR do not expressly or by implication represent that the actual quantities involved will correspond exactly therewith, nor shall the "VENDOR" plead misunderstanding or deception because of such estimate or quantities of work performed or material furnished in accordance with the Specifications and/or Drawings and other Proposer/Bid Documents, and it is understood that the quantities may be increased or diminished as provided herein without in any way invalidating any of the unit or lump sum prices bid.

GOVERNING LAWS AND REGULATIONS: The "VENDOR" is required to be familiar with and shall be responsible for complying with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work.

PROPRIETARY/CONFIDENTIAL INFORMATION: "VENDOR's" are hereby notified that all information submitted as part of, or in support of RFP/BID's, will be available for public inspection ten days after opening of the RFP/BID's or until a short list is recommended whichever comes first, in compliance with Chapter 119, and 287 of the Florida Statutes. All RFP/BID's submitted in response to this solicitation become the property of the "CITY". Unless information submitted is proprietary, copy written, trademarked, or patented, the "CITY" reserves the right to utilize any or all information, ideas, concepts, or portions of any RFP/BID, in its best interest.

TAXES: The "CITY" of Wildwood is exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request.

NON-COLLUSION DECLARATION: By signing this RFP/BID, all "VENDOR's" shall affirm that they shall not collude, conspire, connive or agree, directly or indirectly, with any other Proposer, "VENDOR", or person to submit a collusive or sham Proposal in connection with the work for which their RFP/BID has been submitted; or to refrain from Bidding in connection with such work, or have in any manner, directly or indirectly, sought by person to fix the price or prices in the RFP/BID or of any other Bidder, or to fix any overhead, profit, or cost, elements of the RFP/BID price or the RFP/BID price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Bidder, or any person interested in the proposed work.

PROPOSER RESPONSIBILITY: Invitation by the "CITY's" to "VENDOR's" is based on the recipient's specific request or as the result of response by the public to the legal advertisements required by State law. "VENDOR's" or individuals submit their responses on a voluntary basis, and therefore are not entitled to compensation of any kind.

"CITY" SHIP OF SUBMITTALS: All responses, inquiries or correspondence relating to or in reference to this RFP/BID, and all other reports, charts, displays, schedules, exhibits and other documentation submitted by the "VENDOR's" will become the property of the "CITY". Reference to literature submitted with a previous RFP/BID will not relieve the Bidder from including any required documents with this RFP/BID.

EXAMINATION OF BID DOCUMENTS: Each Bidder shall carefully examine the RFP/BID Document to ensure all pages have been received, all drawings and/or Specifications and other applicable documents are included and shall inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Contract. Ignorance on the part of the CONTRACTOR will in no way relieve him of the obligations and responsibilities assumed under the Contract.

"VENDOR" RESPONSIBILITY: "VENDOR's" are fully and completely responsible for the labeling, identification and delivery of their submittals. The will not be responsible for any mislabeled or misdirected submissions, nor those handled by delivery persons, couriers, or the US Postal Service.

DRUG FREE WORKPLACE: All Proposer/Bidders shall submit the enclosed, duly signed and notarized form entitled "Drug Free Workplace Certificate". The Drug Free Workplace "VENDOR" shall have the burden of demonstrating that his program complies with Section 287.087 of the Florida Statutes, and any other applicable state law.

The "CITY" OF WILDWOOD is a political subdivision of the State of Florida, and reserves the right to reject any and/or all submittals, reserve the right to waive any informalities or irregularities in the examination process, and reserve the right to award contracts and/or in the best interest of the "CITY". Submittals not meeting stated minimum terms and proposals may be rejected by the "CITY" as non-responsive. The "CITY" reserves the right to reject any or all submittals without cause. The "CITY" reserves the right to reject the submission of any "VENDOR" in arrears or in default upon any debt or contract to the "CITY", or who has failed to perform faithfully any previous contract with the "CITY" or with other governmental agencies.

PUBLIC RECORDS LAW: Correspondence, materials and documents received pursuant to this RFP/BID become public records subject to the provisions of Chapter 119, Florida Statutes.

VERIFICATION OF TIME: Notice time is hereby established as the Official Time of the "CITY's".

PREPARATION OF PROPOSALS/BIDS:

Signature of the Bidder: The Bidder must sign the RFP/BID FORMS in the space provided for the signature. If the Proposer/Bidder is an individual, the words "doing business as" must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the "VENDOR" name and the words, "Member of the "VENDOR" should be written beneath such signature. If the Proposer/Bidder is a corporation, the title of the officer signing the RFP/BID on behalf of the corporation must be stated and evidence of his authority to sign the RFP/BID must be submitted. The Proposer/Bidder shall state in the RFP/BID FORMS the name and address of each person interested therein.

Basis for Bidding: The price proposed for each item shall be on a lump sum or unit price basis according to specifications on the RFP/BID FORM. The proposed prices shall remain unchanged for the duration of the Contract and no claims for cost escalation during the progress of the work will be considered, unless otherwise provided herein.

Total Proposed Price/Total Contract Sum Proposed: If applicable, the late price bid for the work shall be the aggregate of the lump sum prices proposed and/or unit prices multiplied by the appropriate estimated quantities for the individual items and shall be stated in figures in the appropriate place on the RFP/BID FORM. In the event that there is a discrepancy on the RFP/BID FORM due to unit price extensions or additions, the corrected extensions and additions shall be used to determine the project bid amount.

TABULATION: Those wishing to receive an official tabulation of the results of the opening of this RFP/BID are to submit a self-addressed, stamped business size (No. 10) envelope, prominently marked on the front lower left side, with the RFP identification. Tabulation requested by telephone, fax or electronic media will not be accepted.

OBLIGATION OF WINNING BIDDER: The contents of the RFP/BID of the successful proposer/bidder will become contractual obligations if acquisition action ensues. Failure of the successful Proposer/Bidder to accept these obligations in a contract may result in cancellation of the award and such "VENDOR" may be removed from future participation.

AWARD OF BID: It is the "CITY's" intent to select a "VENDOR" within sixty (60) calendar days of the deadline for receipt of Proposals/Bids. However, Proposals/Bids must be "VENDOR" and valid for award for at least ninety (90) calendar days after the deadline for receipt of the RFP/BID.

ADDITIONAL REQUIREMENTS: The "VENDOR's" shall furnish such additional information as the "CITY" may reasonably require. This includes information which indicates financial resources as well as ability to provide the services. The "CITY" reserves the right to make investigations of the proposals of the "VENDOR" as it deems appropriate.

PREPARATION COSTS: The "CITY" shall not be obligated or be liable for any costs incurred by Proposer/Bidders prior to issuance of a contract. All costs in preparing and submit a response to this RFP/BID shall be borne by the Proposer/Bidder.

TIMELINESS: All work will commence upon authorization from the "CITY's" representatives. All work will proceed in a timely manner without delays. The Contractor shall commence the work UPON RECEIPT OF NOTICE TO PROCEED AND/OR ORDER PLACED (PURCHASE ORDER PRESENTED), and shall deliver in accordance to the terms and conditions outlined and agreed upon herein.

DELIVERY: All prices shall be FOB Destination, Sumter County, Florida, inside delivery unless otherwise specified.

ADDITIONAL SERVICES/PURCHASES BY OTHER PUBLIC AGENCIES ("PGGY-BACK"):

The "VENDOR" by submitting a Bid acknowledges that other Public Agencies may seek to "Piggy-Back" under the same terms and conditions, during the effective period of any resulting contract – services and/or purchases being offered in this Bid, for the same prices and/or terms proposed. "VENDOR" has the option to agree or disagree to allow contract Piggybacks on a case-by-case basis. Before a Public Agency is allowed to Piggy-Back any contract, the Agency must first obtain the "VENDOR's" approval – without the "VENDOR's" approval, the seeking Agency cannot Piggy-Back.

PLANS, FORMS & SPECIFICATIONS: Bid Packages are available from the . These packages are available for pickup or by mail. If requested to mail, the Proposer/Bidder must supply a courier account number (UPS, FedEx, etc.). Proposer/Bidders are required to use the official RFP/BID FORMS, and all attachments itemized herein, are to be submitted as a single document. Any variation from the minimum specifications must be clearly stated on the RFP/BID FORM and/or Exceptions/Deviations Sheet(s). Only one set of plans, forms, and specifications will be furnished each company or corporation interested in submitting a Proposer/Bid. RFP/BID FORM documents for this project are free of charge and are available on-line and are downloadable.

MANUFACTURER'S NAME AND APPROVED EQUIVALENTS: Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition unless otherwise indicated. The Proposer/Bidder may offer any brand for which he is an authorized representative, which meets or exceeds the RFP/BID specification for any item(s). If RFP/BID's are based on equivalent products, indicate on the RFP/BID FORM the manufacturer's product name and literature, and/or complete specifications. Reference to literature submitted with a previous RFP/BID will not satisfy this provision. The Proposer/Bidder shall explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. RFP/BID's which do not comply with these requirements are subject to rejection. RFP/BID's lacking any written indication of intent to quote an alternate brand will be rejected and considered in complete compliance with the specifications as listed on the RFP/BID FORM. The is to be notified, in writing, of any proposed changes in materials used, manufacturing process, or construction. However, changes shall not be binding upon the "CITY" unless evidenced by a Change Notice issued and signed by the or designated representative.

QUANTITIES: The quantities as specified in the RFP/BID are estimates only and are not to be construed as guaranteed minimums.

SAMPLES: Samples of items, when called for, shall be furnished free of expense, and if not destroyed may, upon request, be returned at the Proposer's/Bidder's expense. Each sample shall be labeled with the Proposer's/Bidder's name, manufacturer brand name and number, RFP/BID number and item reference. Samples of successful Proposer's/Bidder's items may remain on file for the term of the contract. Request for return of samples shall be accompanied by instructions which include shipping authorization and must be received at time of opening. Samples not returned may be disposed of by the "CITY" within a reasonable time as deemed appropriate.

DOCUMENT RE-CREATION: "VENDOR" may choose to re-create any documents required for this solicitation but must do so at his own risk. All required information in the original "CITY" format must be included in any re-created document. Submittals may be deemed non-responsive if required information is not included in any re-created document.

ACKNOWLEDGED

(Signature and Date)

This document must be completed and returned with your Submittal

HOLD HARMLESS AGREEMENT

The Contractor shall indemnify and hold harmless the City, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract

The Contractor shall purchase and maintain workers' compensation insurance for all workers' compensation insurance and employers' liability in accordance with Florida Statute Chapter 440.

The Contractor shall also purchase any other coverage required by law for the benefit of employees.

Required insurance shall be documented in Certificates of Insurance and shall be provided to the "CITY" representative requesting the service.

By signature upon this form the Contractor stipulates that he/she agrees to the Hold Harmless Agreement, and to abide by all insurance requirements.

Portegans Cleaning Inc
Contractor/ "VENDOR"-Print Name

[Signature]
Signature

RFP-2022-07 Custodial Services
Project Name

6-6-22
Date

The effective date of this Hold Harmless Agreement shall be for the duration of this project.

This document must be completed and returned with your Submittal

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DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that,

Progenis Cleaning Inc.
(Print or type name of "VENDOR")

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the workplace, the "VENDOR"'s policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under RFP or bid, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under RFP or bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea or guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the drug free workplace program.
- "As a person authorized to sign this statement, I certify that the above-named business, "VENDOR" or corporation complies fully with the requirements set forth herein".

[Signature]
Authorized Signature

5-6-22
Date Signed

State of: FL

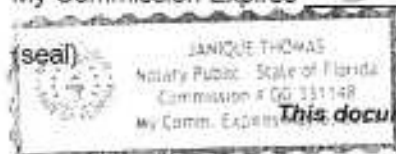
County of: Brevard

Sworn to and subscribed before me this 6th day of June, 2022

Personally known _____ or Produced Identification FLDL
(Specify Type of Identification)

[Signature]
Signature of Notary

My Commission Expires 5-6-23



This document must be completed and returned with your Submittal

pg 26

**SWORN STATEMENT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES FORM**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to "CITY" of Wildwood

By Ken Podgorny, Director
(print individual's name and title)

for Podgorny's Cleaning Inc.
(print name of entity submitting sworn statement)

whose business address is 1709 Santiago Dr. Titusville, FL 32796

and (if applicable) its Federal Employer Identification Number (FEIN) is 20-4234512 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
 - c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
 - d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. {indicate which statement applies.}

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted "VENDOR" list. **{attach a copy of the final order}**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.



{signature}

5-6-22
{date}

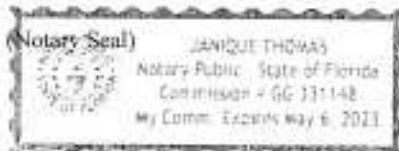
State of FL
County of Brev.

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____ who after first being sworn by me, affixed his/her signature in the space provided above on this 6th day of June, 2022

Attest: [Signature]

Notary Public

My commission expires: 5-6-23



This document must be completed and returned with your Submittal

Ag 28

Conflict of Interest Disclosure Form

I HEREBY CERTIFY that

2. I (printed name) Keri Padeguis am the
(title) Director and the duly authorized representative of the "VENDOR" of
("VENDOR" Name) 7709 S. Padeguis Close, Inc. whose address is
1709 Santiago Dr. Ft. Smith, FL 32701
and that I possess the legal authority to make this affidavit on behalf of myself and the
"VENDOR" for which I am acting; and,

2. Except as listed below, no employee, officer, or agent of the "VENDOR" have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,

3. This bid proposal is made without prior understanding, agreement, or connection with any corporation, "VENDOR", or person submitting a bid proposal for the same services and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

Signature: [Signature]

Printed Name: Keri Padeguis

"VENDOR" Name: Padeguis Closely Inc

Date: 6-6-22

State of FL

County of Brev

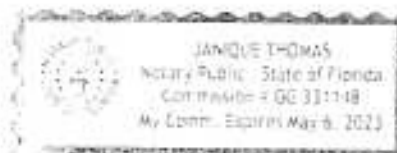
Sworn to and subscribed before me this 6th day of June 2022

Personally Known ✓

OR Produced Identification ✓, Type of Identification FLDL

My Commission Expires 5-6-23

[Signature]
(Printed, typed, or stamped commissioned name of notary)



This document must be completed and returned with your Submittal

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PADECL-01

LHORCHLER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/6/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER J.W. Edens and Company Inc. 4650 S Hopkins Ave Titusville, FL 32780	CONTACT NAME: PHONE (A/C, No, Ext): (321) 383-4554 FAX (A/C, No): E-MAIL ADDRESS: lhorchler@jwedens.com														
INSURED Padegenis Cleaning, Inc. P. O. Box 859 Mims, FL 32754-0859	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Old Dominion Insurance Company</td> <td>40231</td> </tr> <tr> <td>INSURER B : StarStone Specialty Insurance Company</td> <td>44776</td> </tr> <tr> <td>INSURER C : NGM Insurance Company</td> <td>14788</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Old Dominion Insurance Company	40231	INSURER B : StarStone Specialty Insurance Company	44776	INSURER C : NGM Insurance Company	14788	INSURER D :		INSURER E :		INSURER F :	
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INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☒ POLICY ☐ PROJECT ☐ LOC ☐ OTHER		MPG68566	2/24/2022	2/24/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		MPG68566	2/24/2022	2/24/2023	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired & Non-Own \$ 1,000,000
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE OED RETENTION \$		85313K221ALI	2/24/2022	2/24/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ OTH-ER \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	WCG68566	10/13/2021	10/13/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 For Proof of Insurance Purposes Only

CERTIFICATE HOLDER

CANCELLATION

Padegenis Cleaning Inc P. O. Box 859 Mims, FL 32754	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

ACORD 25 (2016/03)

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Immigration Affidavit Certification

This Affidavit is required and should be signed, notarized by an authorized principal of the firm, and submitted with formal Invitations to Bid (ITB's) and Request for Proposals (RFP) submittals. Further, Consultants / Bidders are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, at the time of the submission of the Consultant's/bidder's proposal. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. Failure to include this Affidavit and acceptable evidence of enrollment in the E-Verify program may deem the Consultant / Bidder's proposal as nonresponsive.

The City of Wildwood will not intentionally award City contracts to any Consultant who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA").

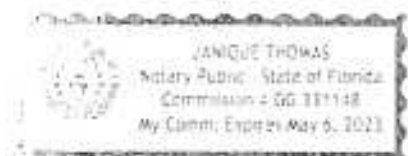
The City of Wildwood may consider the employment by any Consultant of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A (e) of the INA shall be grounds for unilateral termination of the contract by the City of Wildwood.

[Signature] Director Pedegeis Cleaning Inc.

State FL
county Brw.

6-6-22

[Signature]
Notary



Approved by:**E-Verify Employer Agent Employer**

Padegenis Cleaning Inc

Name (Please Type or Print)

Paul Padegenis

Title

Signature

Electronically Signed

Date

10/28/2017

Department of Homeland Security – Verification Division

Name (Please Type or Print)

USCIS Verification Division

Title

Signature

Electronically Signed

Date

10/28/2017

Company ID Number: 1242808

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Padegenis Cleaning Inc
Company Facility Address	1709 Saratoga Dr Titusville, FL 32796
Company Alternate Address	
County or Parish	BREVARD
Employer Identification Number	204234512
North American Industry Classification Systems Code	
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1 site(s)

Company ID Number: 1242808

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FL

1

Company ID Number: 1242808

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Paul Padeogenis
Phone Number 3217470174
Fax
Email kerri@padeogeniscleaning.com

This list represents the first 20 Program Administrators listed for this company.

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: **Request for Proposals (RFP) Approval for Pressure Washing Services**

REQUESTED ACTION: Staff recommends the Commission approve the RFP ranking and authorize the City Manager to execute the agreement.

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

As a result of numerous departments needing pressure washing services, Public Works Administration has solicited contractual pressure washing services through a Request for Proposals (RFP). The RFP for the requested services was issued on Demand Star. A total of nine (9) vendors requested or downloaded the RFP specifications. The RFP closed on June 30th, 2022, with a total of five (5) qualified vendors submitting proposals. A committee consisting of the Assistant Public Works Director, Thomas J. Rigwood; Compliance Manager, Casey Jones; Parks & Recreation Supervisor, Jason Wheeler; and Facilities Trade Technician, Dillon Jones evaluated the vendors' proposals and scored each according to the RFP criteria. Based on the final combined scores, the Midlands Pressure Wash Services, LLC. submittal was ranked the highest based on qualifications and cost.



**REQUEST FOR PROPOSAL
for
Pressure Washing Services
RFP # 2022 - 08**

**City of Wildwood
100 N Main Street
Wildwood, FL 34785**

**352-330-1343 (Phone)
352-330-1353 (Fax)**

CALENDAR OF EVENTS / RFP TIMELINE

Listed below are the important dates and times by which the actions noted must be completed. All dates are subject to change by the “CITY” OF WILDWOOD. If the “CITY” OF WILDWOOD finds it necessary to change any of these dates or times prior to the due date, the change will be accomplished by addendum.

<u>ACTION</u>	<u>COMPLETION DATE</u>
Issue RFP	June 9, 2022
Last Day for Questions	June 16, 2022
Addendums Posted (If Necessary)	June 23 2022
Submission Deadline	June 30, 2022
Selection Committee Meeting	TBD
Contract Award	TBD

PART 1 - INTENT AND GENERAL INFORMATION

REQUEST FOR PROPOSALS

Sealed proposal will be received by the City of Wildwood at City Hall located at 100 N Main Street, Wildwood, Florida 34785 **until 11:30 am on June 30, 2022.** Proposers shall take careful notice of the following conditions of this Request for Proposals:

- Submissions by FAX or other electronic media will not be accepted under any circumstances. Late submissions will not be accepted under any circumstances.
- Submitters may withdraw and/or replace proposals at any time until the deadline for submission of proposals.
- All questions received by **June 16, 2022**, will be considered. Questions will not be answered over the phone. Questions regarding the RFP process must be in writing and faxed to (352) 330-1338 Attention: Jeremy Hockenbury, Director of Public Works or via email to jhockenbury@wildwood-fl.gov
- Do not attempt to contact any Selection Committee Member, staff member or any person other than Jeremy Hockenbury for questions relating to this project. Anyone attempting to lobby "CITY" OF WILDWOOD representatives may be disqualified. The Selection Committee Members shall be Thomas J. Rigwood, Asst. Director of Public Works, Jason Wheeler, Parks & Recreation Supervisor, Casey Jones, Compliance Manager, and Terry Bunn, Facilities Trades Supervisor.
- Any bidder affected adversely by an intended decision with respect to the award of any bid, shall file with the City Clerk's Office for the City of Wildwood, a written notice of intent to file a protest not later than seventy-two (72) hours (excluding Saturdays, Sundays, and legal holidays), after the posting of the bid tabulation. Bid protest procedures may be obtained in the City Clerk's Office, City Hall, 100 N Main Street, Wildwood, Florida 34785 between 8:00 A.M. to 5:00 P.M. Monday through Friday.
- IT IS THE SOLE RESPONSIBILITY OF EACH RESPONDENT TO MONITOR WILDWOOD'S WEBSITE (WWW.WILDWOOD-FL.GOV) AND "DEMANDSTAR" FOR ANY AND ALL BID DOCUMENTS, INCLUDING ADDENDUMS.

PROPOSAL DOCUMENTS CHECKLIST OF ITEMS REQUIRED TO BE SUBMITTED

The following documents and forms in the following arrangement must accompany each Proposal Package or alternate RFP submitted:

- ❑ One (1) original, one (1) electronic single PDF version on a CD or Flash Drive of the original RFP in its entirety not password protected, four (4) copies of the “VENDOR”'s original submittal packet.
- ❑ RFP Cover Page. This is to be used as the first page of the RFP. This form must be fully completed and signed by an authorized officer of the “VENDOR”.
- ❑ Tab A – Statement of Interest
- ❑ Tab B – “VENDOR” Profile (Form 1)
- ❑ Tab C – Team Composition and Resumes
- ❑ Tab D – Bid Form (Form 2)
- ❑ Tab E –Illustrative Work (Form 3)
- ❑ Tab F – References
- ❑ Tab G – Additional Information
- ❑ Tab H – Additional Required Documents
 - o Proposer's Certification / Addenda Acknowledgement Form
 - o Proposal Form
 - o Statement of Terms and Conditions - statement must be signed and returned with the RFP form.
 - o Hold Harmless Agreement
 - o A sworn, notarized Drug Free Workplace Certificate must accompany each Proposal Package or alternate RFP.
 - o Public Entity Crimes Form
 - o Conflict of Interest Disclosure Form
 - o A separate sheet or sheets clearly identified and numbered, of Exceptions or Deviations from the minimum specifications, must be attached to the Proposal Form (if applicable).
 - o A Certificate of Insurability (COI) shall accompany each Proposal or alternate proposal, in the amounts as prescribed by the “CITY”.
 - o E-Verify Document

PART 2 - INTRODUCTION

PURPOSE

The City of Wildwood, Florida (“the “CITY””) is interested in selecting qualified Contractors (“VENDOR”) that can provide the required services pursuant to Section 287.057, Florida Statutes. The “CITY” requests that qualified “VENDORS” submit letters of interest and proposals for consideration for selection of a qualified Contractor for pressure washing services for City owned facilities. The “CITY” may select, or not select, at their sole discretion, any Contractor that the “CITY” feels will best address their needs.

The purpose of this RFP is to select qualified pressure washing contractors to furnish all materials, labor, supervision, transportation, inspections, permits, licenses, equipment, and any incidentals necessary to provide pressure washing services for various “CITY” facilities.

SELECTION PROCESS

Selection will be based on the criteria as defined within this Request for Proposal. Selection of the “VENDOR” will be in accordance with Florida Statute 287.057, through the following process:

PROPOSALS SUBMISSION FORMAT AND REQUIREMENTS

To be considered, prospective “VENDOR” must submit a complete response as required by the RFP checklist of items found in Part 1. “VENDOR” must submit evidence of their ability to provide complete, thorough, and comprehensive responses and information for each of the components of the RFP.

GENERAL SELECTION CRITERIA

The “CITY”’s intent is to minimize the cost to “VENDOR” s who are responding to this request for proposals, therefore you are encouraged to be brief and succinct. Thick volumes of background and general marketing material will not be appreciated and will not carry favor with the reviewers. We are seeking thoughtful, tightly focused proposals that document your “VENDOR”’s suitability for these services requested.

The services being sought under this RFP are considered to be professional in nature. The “VENDOR” will be evaluated based upon the capabilities of the respondents and will result in an award that is in the best interest of the “CITY”. Factors to be considered in the evaluation include:

- Capability and Qualifications of the proposer to deliver the proposed services.
- Proven experience as demonstrated with recent contracts/projects for local government agencies within the State of Florida.
- Resources and Availability
- Client References and Past Performance
- Prices Proposed

ADDITIONAL CONDITIONS

- The “CITY” reserves the right to reject any or all Proposals received, to request additional information, or to extend the deadline for submittals.
- Confidentiality of Documents: Upon receipt of proposals by the “CITY”, the proposals shall become the property of the “CITY” without compensation to the proponent, for disposition or

usage by the “CITY” at its discretion. Pursuant to Florida Statute, Section 119.071(1)(b)2, all proposals submitted shall be subject to review as public records 30 days from opening, or earlier if an intended decision is reached before the 30-days expires.

- **Costs to Prepare Responses:** The “CITY” assumes no responsibility or obligation to the respondents and will make no payment for any costs associated with the preparation or submission of these proposals.
- **Equal Employment Opportunity:** During the performance of this Contract, the “VENDOR” agrees as follows: The “VENDOR” will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, place of birth, or physical handicap.

EXAMINATION OF PROPOSALS DOCUMENTS

- Each “VENDOR” shall carefully examine the Scope of Work and other applicable documents and inform himself/herself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Contract. Ignorance on the part of the CONTRACTOR will in no way relieve him/her of the obligations and responsibilities assumed under the Contract.
- Should a “VENDOR” find discrepancies or ambiguities in, or omissions from the Scope of Work, or should he/she be in doubt as to their meaning, he/she shall at once notify the “CITY” of Wildwood in writing.

INTERPRETATIONS, CLARIFICATIONS AND ADDENDA

- No oral interpretations will be made to any “VENDOR” as to the meaning of the RFP/Contract Documents. Any questions or request for interpretation received IN WRITING by “CITY” of Wildwood before the stated deadline, will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed prior to the established RFP opening date. Each “VENDOR” shall acknowledge receipt of such addenda in the space provided on the Proposal Form.
- In case any “VENDOR” fails to acknowledge receipt of such addenda or addendum, his/her RFP package will nevertheless be construed as though it had been received and acknowledged and the submission of his/her RFP will constitute acknowledgment of the receipt of same. All addenda are a part of the RFP Documents, and each “VENDOR” will be bound by such addenda, whether or not received by him/her. It is the responsibility of each “VENDOR” to verify that he/she has received all addenda issued before the established RFP scheduled deadline.

GOVERNING LAWS AND REGULATIONS

The “VENDOR” is required to be familiar with and shall be responsible for complying with all federal, state, and local laws, ordinances, rules, and regulations that in any manner affect the work.

PREPARATION OF PROPOSAL

Signature of the “VENDOR”: The “VENDOR” must sign the Proposal forms in the space provided for the signature. If the “VENDOR” is an individual, the words “Doing Business As _____,” must appear beneath such signature. In the case of a partnership, the signature of at least one of

the partners must follow the “VENDOR”’s name and the words, “Member of the “VENDOR”” should be written beneath such signature. If the “VENDOR” is a corporation, the title of the officer signing the RFP on behalf of the corporation must be stated and evidence of his authority to sign the RFP forms must be submitted. The “VENDOR” shall state in the Proposal Form the name and address of each person interested therein.

FISCAL YEAR FUNDING APPROPRIATION

Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the “CITY” of Wildwood, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the fiscal period at the time of the contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by the “CITY” of Wildwood funds thereafter.

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled, and the Contractor shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not advertised in the price of the supplied or services delivered under the contract or otherwise recoverable.

TAX EXEMPT STATUS

The City of Wildwood is a governmental agency under Florida law and exempt from Florida sales tax. The tax-exempt number will be provided upon request. **This exemption does not apply to goods and services purchased separately by a Contractor in connection with its contract obligations. The Contractor shall be responsible for paying any taxes, fees, or similar payments that are required to be paid in connection with the contract work.**

PROTECTION OF RESIDENT WORKERS

The City of Wildwood actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. The Contractor must be able to verify an employee’s eligibility to work in the U.S. upon demand by the “CITY” of Wildwood throughout the duration of the contract.

CITY OF WILDWOOD

The City of Wildwood is a unit of local government and as such reserves the right to reject any and/or all RFP packages, reserves the right to waive any informalities or irregularities in the RFP or examination process, and reserves the right to award the RFP and/or contracts in the best interest of the City of Wildwood.

CONFLICT OF INTEREST DISCLOSURE

Each Respondent shall complete and have notarized the attached disclosure form of any potential conflict of interest that the Respondent may have due to ownership, contracts, or interest associated

with this project.

PUBLIC ENTITY CRIMES

Pursuant to Section 287.132 and 287.133 Florida Statutes, the “CITY”, as a public entity, may not consider a proposals package from, award any contract to, or transact any business in excess of the threshold amount set forth in Section 287.017 Florida Statutes with any person or affiliate on the convicted contractor list for the time periods specified unless such person has been removed from the list pursuant to law.

TRUTH IN NEGOTIATIONS

The Respondent certifies to Truth-in- negotiations and the wage rates and other factual unit cost supporting the compensation are accurate, complete, and current at the time of contracting. Further, the original contact amount and any additions thereto shall be adjusted to exclude any significant sums where the “CITY” determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. Such adjustment must be made within one (1) year following the end of the contract.

RIGHT TO AUDIT RECORDS

The City of Wildwood shall be entitled to audit the books and records of the Contractor or any sub-Contractor to the extent that such books and records relate to the performance of the Agreement or any sub-contract to the Agreement. Such books and records shall be maintained by the Contractor for a period of three (3) years from the date of final payment under the Agreement and by the sub-Contractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

TERM OF CONTRACT

Services performed pursuant to this contract shall commence upon execution of the agreement and continue as necessary to perform and complete all the work required. The term of the Contract resulting from the solicitation, shall be for an initial thirty-six (36) month period. The Contract may, by mutual assent of the parties, be extended for two (2) additional twelve (12) month periods or portions thereof, up to a cumulative total of sixty (60) months.

PURCHASING AGREEMENTS WITH OTHE GOVERNMENT AGENCIES

At the option of the awarded “VENDOR”, the submission of any bid in response to this Request for Proposal (RFP) constitutes a bid made under the same terms and conditions, for the same contract price, to other governmental agencies including the State of Florida and its agencies, political subdivisions, counties, and cities. Each governmental agency desiring to accept these bids, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases, and each shall be liable only for materials ordered and received by it and no agency assumes any liability by virtue of this bid.

Part 3 - SCOPE OF WORK

The City of Wildwood, Florida (“the “CITY””) is interested in selecting a qualified Contractor (“VENDOR”) that can provide the required services. The purpose of this RFP is to select qualified licensed contractors to furnish all materials, labor, supervision, transportation, inspections, permits, licenses, equipment, and any incidentals necessary to provide pressure washing services for City owned facilities.

Proposers shall provide three (3) references for similar projects/contracts, and proof of a minimum of five (5) years’ experience of pressure washing services.

Contractor shall be in compliance with the following standards:

- a. American National Standards Institute (ANSI).
- b. Occupational Safety and Health Administration (OSHA)
- c. Conformance with any other applicable local codes and standards.

All materials used for this contract must be used according to manufacturer instructions. Detergents, degreasers, and other chemicals used must be Environmentally friendly (‘green’) products appropriate for the surface being cleaned. Contractor shall provide a list of equipment owned and chemicals they plan to use for cleaning with their RFP. MSDS data sheets shall be included for all chemicals used in the cleaning process.

The cleaning of all surfaces, vertical and horizontal, will take place between 7:30 a.m. to 5:00 p.m., and some require cleaning after hours. Any alternate times proposed for cleaning must be approved in advanced by the City. Contractor shall provide barricades when work is performed in areas where pedestrians are present, or when deemed necessary by the City.

The following service items shall be provided for all areas listed in the Scope of Services section of this RFP:

1. Provide a cleaning schedule, with work performed from 7:30 a.m. until 5:00 p.m. EST, to pressure wash horizontal surfaces of standard sidewalks and curbsides and vertical and horizontal surfaces of City facilities. This schedule should maintain cleanliness of every City facility on a routine basis.
2. Schedule should provide that the full cleaning be completed within the week it is scheduled.
3. Provide pricing to clean all areas.
4. Cleaning service shall include removal of dirt, gum, oil, marking paint (when possible) and any other matter that is not intended to be on a walking surface.
5. Cleaning with hot water or steam is preferred, but high-pressure spray is acceptable, as the primary cleaning method. Nonhazardous and/or bio-degradable cleaning products shall be used as well. ***The use of chemicals not approved to enter storm drains is prohibited.***
6. Ensure all building windows, doors, walls, and other areas impacted are rinsed after each cleaning and windows are cleaned of overspray that gets on them.
7. The contractor will be responsible for supplying and erecting appropriate barricades and/or cones, safety tape, and signs before work commences to ensure safety of all staff and visitors.
8. When utilizing high lifts or aerial lifts around buildings, contractor shall take the necessary measures to ensure to not damage grass, sidewalks, landscaping, etc. with operating/driving unit around buildings.
9. Coordinate cleaning schedule with City staff.
10. Document all cleaning with photos of before and after each time cleaning is done.

11. There is no access to water on the streets. All water needed will need to be provided by the contractor.
12. Secure and maintain proper permits and water meters needed for work.
13. Be able to adjust work schedule to accommodate City business activity and events.
14. Provide recommendations to provide the best, most cost-effective service.
15. Provide recommendations for future enhancements.

Pressure Washing:

- All vertical areas must be pressure cleaned using wand type nozzle.
- All horizontal areas must be pressure-cleaned with a surface scrubber.
- Cleaners chosen by Contractor must be designated for cleaning concrete. Biodegradable products are preferred.

Oil spot treatments (prior to pressure washing):

- Contractor must use a degreaser product that is scrubbed into the oil or fluid contaminated area.
- The City will not accept any degreaser or cleaning product that is hazardous material (per MSDS data sheets). Environmentally friendly ("green") products are preferred if cost effective.
- When cleaning oil spots, Contractor must allow the product to briefly soak into the concrete. The area must then be washed with pressure washing equipment that produces a minimum of 3,500 to 4,000 psi (not to exceed 5,000 psi), with a water temperature of 200 (Fahrenheit) degrees or higher. Contractor must use a pressure wand in these areas, rather than using a "surface scrubber."
- When cleaning oil spots, visible oil spills and solids, contractor will need to collect and properly disposed of contaminated water and not direct it to the storm sewer conveyance system. Contractor is expected to adhere to all OSHA, state, city, county, and FDEP regulations regarding discharges of pollutants to waters. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be born solely by the Contractor.

Contractors may recommend a product or type of cleaning that may be equal to or better than techniques listed; however, any recommendations must be submitted with the Contractor's bid. Alternate products/techniques submitted will be reviewed and approved or denied by the City.

Equipment or property owned or used by Contractor may be left on City facilities not in use. The City will identify locations that are appropriate for equipment storage. The City is not responsible for any stolen or damaged equipment while on City property. Upon conclusion and approval of the work completed the Contractor will remove all equipment from all City facilities.

Contractor must ensure that an on-site supervisor is present to supervise all designated locations at all times that staff is present. Subcontracting or unskilled "day labor" is not acceptable. All of contractor's staff must be able to read and understand instructions in English. Vendor must provide a cell phone number for on-site supervisor in order to communicate with City staff.

PART 4 - EVALUATION AND AWARD

RFP EVALUATION

This Request for Proposals includes following all the procedures in this document and sending the sealed RFP information to the "CITY" of Wildwood by the due date and time. Once the RFPs are received, the Selection Committee members will independently review each submittal and score each RFP based on the evaluation criteria. All RFPs received in accordance with this Request for Proposals will be evaluated using the following criteria.

Evaluation Scoring Criteria

	Possible Points
Capability and Qualifications of the proposer to deliver the proposed services.	20
Proven experience as demonstrated with recent contracts/projects for local government agencies within the State of Florida.	20
Resources and Availability	20
Client References and Past Performance	20
Prices Proposed	20
Total:	

PROCEDURE REQUIREMENTS

Proposal submittals will be reviewed and ranked by the “CITY”’s Selection Committee and oral presentations/interviews may be requested from a shortlist of finalists selected by the Committee as a result of their evaluation of the initial Request for Proposals. The Committee will recommend its ranking of the top “VENDOR” to the “CITY” Commission for approval. The “CITY” of Wildwood reserves the right to revise and/or limit the scope of professional services and to reject any and all Proposals.

KEY CONTRACTOR PERSONNEL

In submitting a proposals package, the Respondent is representing that each person listed or referenced in the proposals package shall be available to perform the services described for the “CITY” OF WILDWOOD, barring illness, accident, or other unforeseeable events of a similar nature in which case the Respondent must be able to promptly provide a qualified replacement. In the event the Respondent wishes to substitute personnel, the Respondent shall propose a person with equal or higher proposals and each replacement person is subject to prior written “CITY” OF WILDWOOD approval. In the event the requested substitute person is not satisfactory to the “CITY” OF WILDWOOD and the matter cannot be resolved to the satisfaction of the “CITY” OF WILDWOOD, the “CITY” OF WILDWOOD reserves the right to cancel the contract for cause.

NEGOTIATION

The “CITY” OF WILDWOOD reserves the right to negotiate any and all elements of this response.

AWARD OF RESPONSE

The “CITY” OF WILDWOOD reserves the right to reject any or all responses, to waive any minor informality or irregularity in any response, and to make award to the response deemed to be most advantageous to the “CITY” OF WILDWOOD.

CONFLICT OF INTEREST

If any officer, director, or agent of your organization is also an employee of the “CITY” of Wildwood, then you shall clearly identify in your response the name of the individual(s) and the position he or she holds in your organization. Further, you shall disclose the name(s) of any “CITY” employee(s) who owns, directly or indirectly, any interest in your organization or any of its branches. This does not include stock in a publicly traded organization unless the individual holds more than a ten-percent (10%) stake. You shall complete and have notarized a Conflict-of-Interest Form (Form A-1) and include it in your proposals package.

If there is a conflict of interest as defined above and by Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, then the respondent cannot be considered for award.

RESTRICTED DISCUSSIONS

From the date of issuance of the RFP until final “CITY” OF WILDWOOD action, the Respondent shall not discuss the RFP or any part thereof with any employee, agent, or representative of the “CITY” OF WILDWOOD except as expressly authorized by the “CITY” OF WILDWOOD point of contact identified in this RFP above for this solicitation. Violation of this restriction will result in REJECTION of the Respondent’s proposals package.

No negotiations, decisions, or actions shall be initiated or executed by the Respondent as a result of any discussions with any “CITY” OF WILDWOOD employee. Only those communications that are in writing from the authorized “CITY” OF WILDWOOD point of contact, Jeremy Hockenbury shall be considered pertinent to this RFP. Only communications from the Respondent that are signed and in writing will be recognized by the “CITY” OF WILDWOOD as duly authorized expressions on behalf of the Respondent.

AWARD

It is understood that the “CITY” OF WILDWOOD is not obligated to make an award under or as a result of this RFP or to award such contract. The “CITY” OF WILDWOOD reserves the right to award such contract, if any, to the best qualified Respondent(s).

The “CITY” OF WILDWOOD has the sole discretion and reserves the right to cancel this RFP, and to reject any and all proposals packages, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the “CITY” OF WILDWOOD's best interests to do so.

STANDARD INSURANCE REQUIREMENTS

The Contractor shall maintain, on a primary basis and at its sole expense, at all times while performing work for the “CITY” of Wildwood, the “Standard Insurance Requirements” described herein. Contractors responding to a Request for Proposal, Request for Qualifications, or an Invitation to Bid shall provide with their submittal, a Certificate of Insurance (COI) or a letter from the insurance company stating required coverage is obtainable. Prior to commencement of any work being done for the “CITY” of Wildwood, a COI will be required. Work is defined as any service provided to the “CITY” of Wildwood by a “VENDOR”/Contractor who must access “CITY” property in order to provide the service(s). The requirements contained herein, as well as the “CITY”'s review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this contract.

Financial Rating of Insurance Companies All insurance companies must have financial rating of **A** or higher by A.M. Best Company, Inc. with the exception of self-insured insurance companies.

Commercial General Liability Insurance The Contractor shall maintain Commercial General Liability Insurance at a limit of liability not less than **\$1,000,000** each occurrence and **\$2,000,000** annual aggregate. Due to the nature of the work involved, Contractors performing program and / or contract management services are required to maintain **\$1,000,000** each occurrence and **\$1,000,000** annual aggregate. The coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Cross Liability. The self-insured retention or deductible shall not exceed \$25,000.

Business Automobile Liability Insurance The Contractor shall maintain Business Automobile Liability Insurance at a limit of liability not less than **\$500,000** each occurrence. Coverage shall include liability for owned non-owned & hired automobiles. In the event the Contractor does not own automobiles, the Contractor shall maintain coverage for hired & non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Worker's Compensation Insurance & Employers Liability Insurance The Contractor shall maintain its own Worker's Compensation Insurance & Employers Liability in accordance with Florida

Statute Chapter 440. **(NOTE: Elective exemptions or coverage through an employee leasing arrangement will be on a case-by-case basis).**

Umbrella or Excess Liability Insurance (needed for large contracts) The Contractor shall maintain either a Commercial Umbrella or Excess Liability Insurance at a limit of liability not less than **\$2,000,000** each occurrence and **\$2,000,000** aggregate. The Contractor shall endorse the “CITY” OF WILDWOOD as an “Additional Insured” on the Umbrella or Excess Liability Insurance, unless the Commercial Umbrella/Excess Liability Insurance provides coverage on a pure “True Follow-Form” basis, or the “CITY” OF WILDWOOD is automatically defined as an additional protected person. Any self-insured retention or deductible shall not exceed \$25,000.

Professional or Errors & Omissions Liability Insurance (when applicable) The Contractor shall maintain a Professional Liability or Errors & Omissions policy at a limit of liability no less than \$2,000,000. The Contractor shall endorse the “CITY” OF WILDWOOD as an “Additional Insured” on the Professional and/or Errors & Omissions Liability Insurance.

Additional Insured The Contractor shall endorse the “CITY” OF WILDWOOD as an Additional Insured on the Commercial General Liability Insurance with a CG 2010 Additional Insured – “CITY” s. Lessees, or Contractors, or CG2026 Additional Insured – “CITY” s. Lessees, or Contractors – Scheduled Person or Organization endorsement, or similar endorsement providing equal or broader Additional Insured coverage.

In addition, the Contractor shall endorse the “CITY” OF WILDWOOD as an Additional Insured under the Contractor’s Commercial Umbrella/Excess Liability as required herein.

Indemnification The Contractor shall indemnify and hold harmless the “CITY” OF WILDWOOD and their elected officials, employees and volunteers from and against all claims, damages, losses and expenses, including legal costs, arising out of or resulting from the performance of this contract, provided that any such claim, damage, loss or expenses is attributed to bodily injury, sickness, disease, personal injury or death, or to injury to or destruction of tangible property including the loss or loss of use resulting there from and is caused in whole or in part by any negligent act or omission of the Contractor. .

Deductibles, Coinsurance Penalties, & Self-Insured Retention The Contractor shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible amounts that exceed the amounts stated herein that are acceptable to the “CITY” OF WILDWOOD, the Contractor shall, when requested by the “CITY” OF WILDWOOD, maintain a Commercial Surety Bond in an amount equal to said deductible amount.

Waiver of Subrogation The Contractor shall provide a Waiver of Subrogation in favor of the “CITY” OF WILDWOOD, Contractor, subcontractor, architects, or engineers for each required policy providing coverage during the life of this Contract. When required by the insurer or should a policy condition not permit the Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition specifically prohibiting such an endorsement, or voids coverage should the Contractor enter into such an agreement on a pre-loss basis.

Right to Revise or Reject The “CITY” OF WILDWOOD reserves the right, but not the obligation, to

review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage. Additionally, the “CITY” OF WILDWOOD reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage due to its poor financial condition or failure to operate legally. In such events, the “CITY” OF WILDWOOD shall provide the Contractor written notice of such revisions or rejections.

No Representation of Coverage Adequacy The coverages, limits or endorsements required herein protect the primary interests of the “CITY” OF WILDWOOD, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of the Project or otherwise.

Certificate(s) of Insurance (COI) The Contractor shall provide the “CITY” OF WILDWOOD with a COI clearly evidencing that all coverage, limits, and endorsements required herein are maintained and in full force and effect. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on each Certificate of Insurance. In the event the “CITY” OF WILDWOOD is notified that a required insurance coverage will cancel or expire during the period of this Contract, the Contractor agrees to furnish the “CITY” OF WILDWOOD prior to the expiration of such insurance, a new Certificate of Insurance evidencing replacement coverage. When notified by the “CITY” OF WILDWOOD, the Contractor agrees not to continue work pursuant to this Contract, unless all required insurance remains in effect.

The “CITY” OF WILDWOOD shall have the right, but not the obligation, of prohibiting the Contractor from entering the Project site until a new COI is provided to the County evidencing the replacement coverage. The Contractor agrees the “CITY” OF WILDWOOD reserves the right to withhold payment to the Contractor until evidence of reinstated or replacement coverage is provided to the “CITY” OF WILDWOOD. If the Contractor fails to maintain the insurance as set forth herein, the Contractor agrees the “CITY” OF WILDWOOD shall have the right, but not the obligation, to purchase replacement insurance, and the Contractor agrees to reimburse any premiums or expenses incurred by the “CITY” OF WILDWOOD.

The Contractor agrees the Certificate(s) of Insurance shall:

1. Clearly indicate the “CITY” OF WILDWOOD has been endorsed on the Commercial General Liability Insurance with a CG 2010 Additional Insured – “CITY” s, Lessees, or Contractors, or CG 2026 Additional Insured – “CITY” s, Lessees, or Contractors – Scheduled Person or Organization endorsement, or similar endorsement providing equal or greater Additional Insured coverage.
2. Clearly indicate the “CITY” OF WILDWOOD is endorsed as an Additional Insured, or Loss Payee, on the Builder’s Risk Insurance, and when applicable, Additional Insured on the Commercial Umbrella/Excess Liability Insurance as required herein.
3. Clearly identify each policy’s limits, flat & percentage deductibles, sub limits, or self-insured retentions, which exceed the amounts or percentages set forth herein.
4. Clearly indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.
5. Forward original to and clearly indicate Certificate Holder and Additional Insured as follows:

“CITY” of Wildwood
100 N Main Street
Wildwood, FL 34785

The Contractor shall be responsible for all sub-Contractors and their insurance.

All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the “CITY”. At the option of the “CITY”, the insurer shall reduce or eliminate such deductible or self-insured retention; or the Contractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

All insurance companies must be authorized to transact business in the State of Florida.

The “CITY” shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the “CITY” of any insurance supplied by the Contractor, nor a failure to disapprove that insurance, shall relieve the Contractor of full responsibility of liability, damages and accidents as set forth herein.

PART 5 - PROPOSAL DOCUMENTS

ECONOMY OF PRESENTATION

Each proposals package shall be prepared simply and economically, providing a straightforward, concise description of the Respondent's capabilities to satisfy the conditions and requirements of this RFP. Emphasis in each proposals package must be on completeness and clarity of content. To expedite the evaluation of proposals packages, it is mandatory that Respondent follow the format and instructions contained herein. The "CITY" OF WILDWOOD is not liable or responsible for any costs incurred by any Respondent in responding to this RFP including, without limitation, costs for presentations and/or demonstrations if requested.

PROPOSALS PACKAGE GUIDELINES

To facilitate analysis of its proposals package, the Respondent shall prepare its proposals package in accordance with the instructions outlined in this section and the checklist of items found in Part 1. If the Respondent's proposals package deviates from these instructions, such proposals package may, in the "CITY" OF WILDWOOD's sole discretion, be rejected.

The "CITY" OF WILDWOOD EMPHASIZES THAT THE RESPONDENT CONCENTRATE ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT

Indexing - Each section may contain a more detailed table of contents to delineate the subsections within that section. Tab indexing shall be used to identify sections.

Page Size and Format - Page size shall be 8.5 x 11 inches, not including foldouts. Pages shall be single-spaced. The text size shall be 11 point or larger. Pages shall be numbered sequentially by section.

Legible tables, charts, graphs, and figures shall be used wherever practical to depict organizations, systems and layouts, implementation schedules, plans, etc. These displays shall be uncomplicated, legible and shall not exceed eleven (11) by seventeen (17) inches in size. Foldout pages shall fold entirely within the section, and count as a single page. Foldout pages may only be used for large tables, charts, graphs, diagrams, and schematics, and not for pages of text.

Responses must be limited to eighty (80) pages. Covers, tables of contents and divider tabs will not count as pages, provided no additional information is included on those pages. Work product samples (reports, schedules, etc. provided in response) will not be counted in the eighty (80) page limit. Package the Work Product Samples separately from the Proposal, labeling the sample clearly.

PROPOSALS PACKAGE SECTIONS

The Respondent shall organize its proposals package into the following major sections.

TABLE OF CONTENTS.

Tab A - STATEMENT OF INTEREST: To be submitted on the “VENDOR”'s letterhead. The statement of interest shall:

Concisely state the “VENDOR”'s understanding of the services required by the “CITY” OF WILDWOOD.

Include additional relevant information not requested elsewhere in the RFP.

The signature on the statement shall be that of a person authorized to represent and bind the “VENDOR”.

Tab B. “VENDOR” PROFILE: Complete Form 1. Attach a copy of the “VENDOR”'s current State of Florida, “CITY”, or Professional Regulation License to perform business.

Tab C. TEAM COMPOSITION and RESUMES: Provide an organizational chart showing any subcontractors and the relationship to the team. Provide resumes for key team members, not to exceed two pages each. Attach a copy of each person's current Professional Regulation License.

Tab D. BID FORM: Complete Form 2.

Tab E. ILLUSTRATIVE WORK: Complete Form 3. (Form 4 may be reproduced and attached in sequence.)

Tab F. REFERENCES: Provide a minimum of five references for work performed similar to the scope of this RFP. References must be for current, or recent, projects, and must be for the proposed project team members.

Tab G. ADDITIONAL INFORMATION: Provide information describing the “VENDOR”'s approach to performing the work advertised in Scope of Services of the RFP. Provide information demonstrating an understanding of the needs of the “CITY” of Wildwood. Provide other information that the “VENDOR” deems applicable to this RFP.

Tab H. ADDITIONAL REQUIRED DOCUMENTS: As specified in Part 1 of this RFP, listed within the Proposal Documents Checklist of Items Required to be submitted.

RFP COVER PAGE

Name of “VENDOR”, Entity or Organization:	
Federal Employer Identification Number (FEIN):	
State of Florida License Number (If Applicable):	
Name of Contact Person:	
Title:	
E-Mail Address:	
Mailing Address:	
Street Address (if different):	
“CITY”, State, Zip:	
Telephone:	Fax:
Organizational Structure – Please Check One:	
Corporation ☐ Partnership ☐ Proprietorship ☐ Joint Venture ☐ Other ☐	
If Corporation:	
Date of Incorporation:	State of Incorporation:
States Registered in as Foreign Corporation:	
Authorized Signature:	
Print Name: _____	
Signature: _____	
Title: _____	
Phone: _____	
<i>This document must be completed and returned with your Submittal.</i>	

PROPOSER'S CERTIFICATION

Submit To: "CITY" of Wildwood 100 N Main Street Wildwood, FL 34785 352-330-1330 352-330-1338 (fax)		"CITY" OF WILDWOOD REQUEST FOR PROPOSAL (RFP) CERTIFICATION AND ADDENDA ACKNOWLEDGMENT		
DUE DATE:		DUE TIME:		RFP # 2022 - 08
TITLE: Pressure Washing Services				
"VENDOR" NAME:			PHONE NUMBER:	
"VENDOR" MAILING ADDRESS:			FAX NUMBER:	
"CITY"/STATE/ZIP:			E-MAIL ADDRESS:	
"I, the undersigned, certify that I have reviewed the addenda listed below (list all addenda received to date). I understand that timely commencement will be considered in award of this RFP and that cancellation of award will be considered if commencement time is not met, and that untimely commencement may be cause for termination of contract. I further certify that the services will meet or exceed the RFP requirements. I, the undersigned, declare that I have carefully examined the RFP, specifications, terms, and conditions as applicable for this Request, and that I am thoroughly familiar with all provisions and the quality and type of coverage and services specified. I further declare that I have not divulged, discussed, or compared this RFP with any other Offeror and have not colluded with any Offerors or parties to an RFP whatsoever for any fraudulent purpose."				
_____ Addendum #	_____ Addendum #	_____ Addendum #	_____ Addendum #	_____ Addendum #
"I certify that this quote is made without prior understanding, agreement, or connection with any corporation, "VENDOR", or person submitting an RFP for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the RFP, including but not limited to certification requirements. In conducting offers with an agency for "CITY" OF WILDWOOD, respondent agrees that if this RFP is accepted, the respondent will convey, sell, assign, or transfer to the "CITY" of Wildwood all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States for price fixing relating to the particular commodities or services purchased or acquired by the "CITY". At the "CITY" of Wildwood discretion, such assignment shall be made and become effective at the time the purchasing agency renders final payment to the respondent."				
_____ Authorized Agent Name, Title (Print)		_____ Authorized Signature		_____ Date
<i>This form must be completed and returned with your Submittal</i>				

PROPOSALS FORM FOR “CITY” OF WILDWOOD



Name of “VENDOR” Submitting Proposals _____

Name of Person Submitting Proposals _____

PROPOSER ACKNOWLEDGMENT

"The undersigned hereby declares that he/she has informed himself/herself fully in regard to all conditions to the work to be done, and that he/she has examined the RFP and Specifications for the work and comments hereto attached. The “VENDOR” proposes and agrees, if this submission is accepted, to contract with the “CITY” of Wildwood to furnish all necessary materials, equipment, labor, and services necessary to complete the work covered by the RFP and Contract Documents for this Project. The “VENDOR” agrees to accept in full compensation for each item the prices named in the schedules incorporated herein.”

Signature

Date

RFP Number

[☐] Check if exception(s) or deviation(s) to Specifications. Attach separate sheet(s) detailing reason and type for the exception or deviation.

This document must be completed and returned with your Submittal

Statement of Terms and Conditions

PUBLIC ENTITY CRIME: A person or affiliate who has been placed on the convicted "VENDOR" list following a conviction for a public entity crime may not submit a proposals/Bid on a contract to provide any goods or services to a public entity, for the construction or repair of a public building or public work, may not submit Proposals/Bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or Contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted "VENDOR" list.

INDEMNIFICATION The contractor shall indemnify and hold harmless the City, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.

PROHIBITION OF LOBBYING: During the blackout period which is, the period between the time the submittals for Invitation to Bid or the Request for Proposals, or Proposals, or information, as applicable, are received at Contracts / Purchasing and the time the "CITY" awards the contract, no proposer, no lobbyist, principal, or other person may lobby, on behalf of a competing party in a particular procurement matter, any member of the "CITY", or any "CITY" employee other than the _____. Violation of this provision may result in disposal of violating party. All questions regarding this Request for Proposals (RFP) or Invitation to Bid (BID) must be submitted in writing to the "CITY"'s Financial Services Manager.

ANTI TRUST LAWS: By submission of a signed RFP or BID, the successful "VENDOR" acknowledges compliance with all antitrust laws of the United States and the State of Florida, in order to protect the public from restraint of trade, which illegally increases prices.

CONFLICT OF INTEREST: The award of the contract hereunder is subject to the provisions of Chapter 112 of the Florida Statutes. "VENDOR" s shall disclose the name of any Officer, Director, Partner, Associate, or Agent who is also an Officer, Appointee, or Employee of any of the "CITY"'s at the time of the RFP or BID, or at the time of occurrence of the Conflict of Interest thereafter.

INTERPRETATION, CLARIFICATIONS AND ADDENDA: No oral interpretations will be made to any "VENDOR" as to the meaning of the RFP/BID Contract Documents. Any inquiry or request for interpretation received by the "CITY" before the date listed herein will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed at or after the Pre-Proposals/Pre-Bid Conference, mailed or sent by available or electronic means to all attending prospective Submitters prior to the established RFP/BID opening date. Each "VENDOR" shall acknowledge receipt of such addenda in the space provided. In case any Proposer/Bidder fails to acknowledge receipt of such addenda or addendum, his offer will nevertheless be construed as though it had been received and acknowledged and the submission of his bid will constitute acknowledgment of the receipt of same. All addenda are a part of the RFP/BID FORMS, and each Proposer/Bidder will be bound by such addenda, whether received by him. It is the responsibility of each proposer/bidder to verify that he has received all addenda issued before RFP's/BID's are opened. In the case of unit price items, the quantities of work to be done and materials to be furnished under this RFP/BID Contract are to be considered as approximate only and are to be used solely for the comparison of RFP's/Bids received. The "CITY" and/or his CONTRACTOR do not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the "VENDOR" plead misunderstanding or deception because of such estimate or quantities of work performed or material furnished in accordance with the Specifications and/or Drawings and other Proposals/Bid Documents, and it is understood that the quantities may be increased or diminished as provided herein without in any way invalidating any of the unit or lump sum prices bid.

GOVERNING LAWS AND REGULATIONS: The "VENDOR" is required to be familiar with and shall be responsible for complying with all federal, state, and local laws, ordinances, rules, and regulations that in any manner affect the work.

PROPRIETARY/CONFIDENTIAL INFORMATION: "VENDOR" s are hereby notified that all information submitted as part of, or in support of RFP's/BID's, will be available for public inspection ten days after opening of the RFP's/BID's or until a short list is recommended whichever comes first, in compliance with Chapter 119, and 287 of the Florida Statutes. All RFP's/Bids submitted in response to this solicitation become the property of the "CITY". Unless information submitted is proprietary, copy written, trademarked, or patented, the "CITY" reserves the right to utilize any or all information, ideas, conceptions, or portions of any RFP/BID, in its best interest.

TAXES: The "CITY" of Wildwood is exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request.

NON-COLLUSION DECLARATION: By signing this RFP/BID, all "VENDOR"s shall affirm that they shall not collude, conspire, connive or agree, directly or indirectly, with any other Proposer, "VENDOR", or person to submit a collusive or sham Proposals in connection with the work for which their RFP/BID has been submitted; or to refrain from Bidding in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the RFP/BID or of any other Bidder, or to fix any overhead, profit, or cost elements of the RFP/BID price or the RFP/BID price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Bidder, or any person interested in the proposed work.

PROPOSER RESPONSIBILITY: Invitation by the "CITY" s to "VENDOR" s is based on the recipient's specific request or as the result of response by the public to the legal advertisements required by State law. "VENDOR" s or individuals submit their responses on a voluntary basis, and therefore are not entitled to compensation of any kind.

"CITY" SHIP OF SUBMITTALS: All responses, inquiries or correspondence relating to or in reference to this RFP/BID, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the "VENDOR" s will become the property of the "CITY". Reference to literature submitted with a previous RFP/BID will not relieve the Bidder from including any required documents with this RFP/BID.

EXAMINATION OF BID DOCUMENTS: Each Bidder shall carefully examine the RFP/BID Document to ensure all pages have been received, all drawings and/or Specifications and other applicable documents are included and shall inform himself thoroughly regarding all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Contract. Ignorance on the part of the CONTRACTOR will in no way relieve him of the obligations and responsibilities assumed under the Contract.

"VENDOR" RESPONSIBILITY: "VENDOR" s are fully and completely responsible for the labeling, identification and delivery of their submittals. The "CITY" will not be responsible for any mislabeled or misdirected submissions, nor those handled by delivery persons, couriers, or the US Postal Service.

DRUG FREE WORKPLACE: All Proposers/Bidders shall submit the enclosed, duly signed and notarized form entitled "Drug Free Workplace Certificate". The Drug Free Workplace "VENDOR" shall have the burden of demonstrating that his program complies with Section 287.087 of the Florida Statutes, and any other applicable state law.

THE "CITY" OF WILDWOOD is a political subdivision of the State of Florida and reserves the right to reject any and/or all submittals, reserve the right to waive any informalities or irregularities in the examination process, and reserve the right to award contracts and/or in the best interest of the "CITY". Submittals not meeting stated minimum terms and proposals may be rejected by the "CITY" as non-responsive. The "CITY" reserves the right to reject any or all submittals without cause. The "CITY" reserves the right to reject the submission of any "VENDOR" in arrears or in default upon any debt or contract to the "CITY", or who has failed to perform faithfully any previous contract with the "CITY" or with other governmental agencies.

PUBLIC RECORDS LAW: Correspondence, materials and documents received pursuant to this RFP/BID become public records subject to the provisions of Chapter 119, Florida Statutes.

VERIFICATION OF TIME: Next time is hereby established as the Official Time of the "CITY"'s.

PREPARATION OF PROPOSALS/BIDS:

Signature of the Bidder: The Bidder must sign the RFP/BID FORMS in the space provided for the signature. If the Proposer/Bidder is an individual, the words "doing business as _____," must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the "VENDOR" name and the words, "Member of the "VENDOR"" should be written beneath such signature. If the Proposer/Bidder is a corporation, the title of the officer signing the RFP/BID on behalf of the corporation must be stated and evidence of his authority to sign the RFP/BID must be submitted. The Proposer/Bidder shall state in the RFP/BID FORMS the name and address of each person interested therein.

Basis for Bidding: The price proposed for each item shall be on a lump sum or unit price basis according to specifications on the RFP/BID FORM. The proposed prices shall remain unchanged for the duration of the Contract and no claims for cost escalation during the progress of the work will be considered, unless otherwise provided herein.

Total Proposed Price/Total Contract Sum Proposed: If applicable, the total price bid for the work shall be the aggregate of the lump sum prices proposed and/or unit prices multiplied by the appropriate estimated quantities for the individual items and shall be stated in figures in the appropriate place on the RFP/BID FORM. In the event that there is a discrepancy on the RFP/BID FORM due to unit price extensions or additions, the corrected extensions and additions shall be used to determine the project bid amount.

TABULATION: Those wishing to receive an official tabulation of the results of the opening of this RFP/BID are to submit a self-addressed, stamped business size (No. 10) envelope, prominently marked on the front lower left side, with the RFP identification. Tabulation requested by telephone, fax or electronic media will not be accepted.

OBLIGATION OF WINNING BIDDER: The contents of the RFP/BID of the successful proposer/bidder will become contractual obligations if acquisition action ensues. Failure of the successful Proposer/Bidder to accept these obligations in a contract may result in cancellation of the award and such "VENDOR" may be removed from future participation.

AWARD OF BID: It is the "CITY"'s intent to select a "VENDOR" within **sixty (60) calendar days** of the deadline for receipt of Proposals/Bids. However, Proposals/Bids must be "VENDOR" and valid for award for at least **ninety (90) calendar days** after the deadline for receipt of the RFP/BID.

ADDITIONAL REQUIREMENTS: The "VENDOR" s shall furnish such additional information as the "CITY" may reasonably require. This includes information which indicates financial resources as well as ability to provide the services. The "CITY" reserves the right to make investigations of the proposals of the "VENDOR" as it deems appropriate.

PREPARATION COSTS: The "CITY" shall not be obligated or be liable for any costs incurred by Proposers/Bidders prior to issuance of a contract. All costs to prepare and submit a response to this RFP/BID shall be borne by the Proposer/Bidder.

TIMELINESS: All work will commence upon authorization from the "CITY"'s representative. All work will proceed in a timely manner without delays. The Contractor shall commence the work UPON RECEIPT OF NOTICE TO PROCEED and/or ORDER PLACED (PURCHASE ORDER PRESENTED) and shall deliver in accordance with the terms and conditions outlined and agreed upon herein.

DELIVERY: All prices shall be FOB Destination, Sumter County, Florida, inside delivery unless otherwise specified.

ADDITIONAL SERVICES/PURCHASES BY OTHER PUBLIC AGENCIES ("PIGGY-BACK"):

The "VENDOR" by submitting a Bid acknowledges that other Public Agencies may seek to "Piggy-Back" under the same terms and conditions, during the effective period of any resulting contract – services and/or purchases being offered in this Bid, for the same prices and/or terms proposed. "VENDOR" has the option to agree or disagree to allow contract Piggybacks on a case-by-case basis. Before a Public Agency is allowed to Piggy-Back any contract, the Agency must first obtain the "VENDOR"'s approval – without the "VENDOR"'s approval, the seeking Agency cannot Piggy-Back.

PLANS, FORMS & SPECIFICATIONS: Bid Packages are available from the "CITY". These packages are available for pickup or by mail. If requested to mail, the Proposer/Bidder must supply a courier account number (UPS, FedEx, etc.). Proposers/Bidders are required to use the official RFP/BID FORMS, and all attachments itemized herein, are to be submitted as a single document. Any variation from the minimum specifications must be clearly stated on the RFP/BID FORM and/or Exceptions/Deviations Sheet(s). Only one set of plans, forms, and specifications will be furnished each company or corporation interested in submitting a Proposals/bid. RFP/BID FORM documents for this project are free of charge and are available on-line and are downloadable.

MANUFACTURER'S NAME AND APPROVED EQUIVALENTS: Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition unless otherwise indicated. The Proposer/Bidder may offer any brand for which he is an authorized representative, which meets or exceeds the RFP/BID specification for any item(s). If RFP's/Bids are based on equivalent products, indicate on the RFP/BID FORM the manufacturer's product name and literature, and/or complete specifications. Reference to literature submitted with a previous RFP/BID will not satisfy this provision. The Proposer/Bidder shall explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. RFP's/BID's which do not comply with these requirements are subject to rejection. RFP's/BID's lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the RFP/BID FORM. The "CITY" is to be notified, in writing, of any proposed changes in materials used, manufacturing process, or construction. However, changes shall not be binding upon the "CITY" unless evidenced by a Change Notice issued and signed by the "CITY", or designated representative.

QUANTITIES: The quantities as specified in this RFP/BID are estimates only and are not to be construed as guaranteed minimums.

SAMPLES: Samples of items, when called for, shall be furnished free of expense, and if not destroyed may, upon request, be returned at the Proposer's/Bidder's expense. Each sample shall be labeled with the Proposer's/Bidder's name, manufacturer brand name and number, RFP/BID number and item reference. Samples of successful Proposer's/Bidder's items may remain on file for the term of the contract. Request for return of samples shall be accompanied by instructions which include shipping authorization and must be received at time of opening. Samples not returned may be disposed of by the "CITY" within a reasonable time as deemed appropriate.

DOCUMENT RE-CREATION: "VENDOR" may choose to re-create any document(s) required for this solicitation but must do so at his own risk. All required information in the original "CITY" format must be included in any re-created document. Submittals may be deemed non-responsive if required information is not included in any re-created document.

ACKNOWLEDGED:

This document must be completed and returned with your Submittal

(Signature and Date)

HOLD HARMLESS AGREEMENT

The Contractor shall indemnify and hold harmless the **City**, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.

The Contractor shall purchase and maintain workers' compensation insurance for all workers' compensation insurance and employers' liability in accordance with Florida Statute Chapter 440.

The Contractor shall also purchase any other coverage required by law for the benefit of employees.

Required insurance shall be documented in Certificates of Insurance and shall be provided to the "CITY" representative requesting the service.

By signature upon this form the Contractor stipulates that he/she agrees to the Hold Harmless Agreement, and to abide by all insurance requirements.

Contractor/ "VENDOR"-Print Name

Signature

Project Name

Date

The effective date of this Hold Harmless Agreement shall be for the duration of this project.

This document must be completed and returned with your Submittal

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that,

(Print or type name of "VENDOR")

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the workplace, the "VENDOR"'s policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under RFP or bid, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under RFP or bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, please or guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the drug free workplace program.
- "As a person authorized to sign this statement, I certify that the above-named business, "VENDOR" or corporation complies fully with the requirements set forth herein".

Authorized Signature

Date Signed

State of: _____

County of: _____

Sworn to and subscribed before me this _____ day of _____, 20__

Personally known _____ or Produced Identification _____
(Specify Type of Identification)

Signature of Notary

My Commission Expires _____

(seal)

This document must be completed and returned with your Submittal

**SWORN STATEMENT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES FORM**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to "CITY" of Wildwood

By _____
{print individual's name and title}

for _____
{print name of entity submitting sworn statement}

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
 - c. I understand that a “person” as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
 - d. Based on information and belief, the statement which I have marked below is true in relation to the

entity submitting this sworn statement. **{indicate which statement applies.}**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted "VENDOR" list. **{attach a copy of the final order}**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

{signature}

{date}

State of _____

County of _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____, who after first being sworn by me, affixed his/her signature in the space provided above on this _____ day of _____, 20__.

Attest: _____

Notary Public

My commission expires: _____

(Notary Seal)

This document must be completed and returned with your Submittal

Conflict of Interest Disclosure Form

I HEREBY CERTIFY that

2. I (*printed name*) _____ am the
(*title*) _____ and the duly authorized representative of the “VENDOR” of
(“VENDOR” *Name*) _____ whose address is
_____, and that I possess the legal authority to make this affidavit on behalf of myself and the
“VENDOR” for which I am acting; and,

2. Except as listed below, no employee, officer, or agent of the “VENDOR” have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,

3. This bid proposal is made without prior understanding, agreement, or connection with any corporation, “VENDOR”, or person submitting a bid proposal for the same services and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

Signature: _____

Printed Name: _____

“VENDOR” Name: _____

Date: _____

State of _____

County of _____

Sworn to and subscribed before me this _____ day of _____ 20____

Personally Known _____

OR Produced Identification _____, Type of Identification _____

My Commission Expires _____

(Printed, typed, or stamped commissioned name of notary)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSALS PACKAGE

FORM 1

“VENDOR” PROFILE

Submitted by (*Company Name*):

Corporation

Partnership

Individual

Joint Venture

Other

Describe:

Florida Contractor License Number:

Expiration Date:

Office Location:

Number of people in your organization:

Length of time the Contractor has been doing business under this name in Florida:

years

Length of time your firm has provided services to governmental clients:

years

Under what other name(s) has your firm operated:

Has or is your firm currently involved in any formal court proceedings regarding any of your contracts?

YES

(*attach a detailed explanation*)

NO

FORM 2

- A. Instructions: Please indicate the cost:
 B. All prices submitted are to be listed below. Prices quoted should be in unit of measure shown.
 C. Any quantity listed **IS** not a guarantee, but solely an estimate of anticipated usage.

APPENDIX A: BID FORM
CITY OF WILDWOOD, FLORIDA

Pressure Washing Services

We, the undersigned, agree to provide Pressure Washing Services to the City of Wildwood for a period of three (3) years, with the possibility of two (2) 12-month extensions, to meet conditions set forth in the specifications and instructions to bidders.

Bid Sheet (City / P.W. Facilities)

All Pricing on this form should include everything needed to reach finished product. Equipment, labor, supplies, water, etc.

<i>Item No.</i>	<i>Buildings</i>	<i>Sq. Footage (approximate)</i>	<i>Fixed Cost</i>	<i>Frequency of Cleaning (approximate)</i>	<i>Cost Based on Frequency of Cleaning</i>
1	City Hall	10,744		Yearly	
2	City Hall Annex	2,944		Yearly	
3	MSC Buildings (New Construction 2022)	26,216		Yearly	
4	Public Works	6,042		Yearly	
5	Community Center Building - 1st Floor	12,059		Yearly	
6	Community Center Building - 2nd Floor	3,015		Yearly	
7	Police Department	13,748		Yearly	
8	Fleet Services	3,305		Yearly	
9	Millennium Park Concession- 1st Floor	2,957		Yearly	
10	Millennium Park Concession - 2nd Floor	784		Yearly	
11	Millennium Park - Out Buildings	1,824		Yearly	
12	610 Jackson Street	3,967		Yearly	
				TOTAL COST:	

Bid

Alternate pricing for vertical cleaning per square foot for any items not identified in the RFP.	As needed		Yearly	
--	-----------	--	--------	--

	Sidewalk Locations	Sq. Footage (approximate)	Fixed Cost	Frequency of Cleaning (approximate)	Cost Based on Frequency of Cleaning
1	City Hall	29,488		Yearly	
2	City Hall Annex	541		Yearly	
3	MSC Building (New Construction 2022)	12,145		Yearly	
4	Public Works	4,322		Yearly	
5	Community Center Building	12,585		Yearly	
6	Police Department	9,872		Yearly	
7	Fleet Services	232		Yearly	
8	Millennium Park	903		Yearly	
9	MLK Park - Out Buildings	10,826		Yearly	
10	610 Jackson Street	587		Yearly	
				TOTAL COST:	

***Alternate Bid**

Alternate pricing for horizontal cleaning per square foot for any items not identified in the RFP.	As needed		Yearly	
--	-----------	--	--------	--

<i>Please state any costs that will not be included in cleaning cost or extra items that will be charged for.</i>	
Description	Cost

Bid Sheet (Utility Division)

All Pricing on this form should include everything needed to reach finished product. Equipment, labor, supplies, water, etc.

<i>Item No.</i>	<i>Buildings</i>	<i>Sq. Footage (approximate)</i>	<i>Fixed Cost</i>	<i>Frequency of Cleaning (approximate)</i>	<i>Cost Based on Frequency of Cleaning</i>
1	Ashley WTP	607		Yearly	
2	Continental CC WTP #1	472		Yearly	
3	Continental CC WTP #2	426		Yearly	
4	CR 214 WTP	1,694		Yearly	
5	CR 501 (Marsh Bend) WTP	2,877		Yearly	
6	Fairways WTP	826		Yearly	
7	Huey Street WTP	1,731		Yearly	
8	Oxford WTP	6,311		Yearly	
9	Wastewater Treatment Plant	8,110		Yearly	
				TOTAL COST:	

Bid

Alternate pricing for horizontal cleaning per square foot for any items not identified in the RFP.	As needed		Yearly	
--	-----------	--	--------	--

	Sidewalk Locations	Sq. Footage (approximate)	Fixed Cost	Frequency of Cleaning (approximate)	Cost Based on Frequency of Cleaning
1	Ashley WTP	306		Yearly	
2	CR 214 WTP	491		Yearly	
3	CR 501 (Marsh Bend) WTP	356		Yearly	
4	Huey Street WTP	428		Yearly	
5	Oxford WTP	2,393		Yearly	
6	Wastewater Treatment Plant	8,257		Yearly	
				TOTAL COST:	

***Alternate Bid**

Alternate pricing for horizontal cleaning per square foot for any items not identified in the RFP.	As needed		Yearly	
--	-----------	--	--------	--

<i>Please state any costs that will not be included in cleaning cost or extra items that will be charged for.</i>	
Description	Cost

PLEASE ATTACH a separate page to bid response: list of cleaning products that will be used (along with MSDS sheets), list of equipment owned, and proposed method of gray water collection.

I have carefully prepared this Bid from contact documents described above, I have full authority to make such statements and submit this Bid in (my) (its) (their) behalf, and all statements are true and correct.

ILLUSTRATIVE WORK

Work by "VENDOR" best illustrates current proposals relevant to the RFP that have been/is being accomplished by personnel that shall be assigned to the "CITY". List no more than five (5) projects.

<u>Project Name & Location</u> <u>Project Manager:</u>		Client's Name & Address
Completion Date (Actual or Estimated):		
Contractor Fees (In Thousands)		<u>Client Contact Name, Title, Email Address and Telephone Number:</u>
Entire Project: \$	Work for which "VENDOR" was/is responsible: \$	
<u>Scope of Entire Project</u> (Please give quantitative indications wherever possible)		
<u>Nature of "VENDOR"'s Responsibility in Project</u> (Please give quantitative indications wherever possible)		
<u>"VENDOR"'s Personnel (Name/Project Assignment) That Worked on the Stated Project that Shall Be Assigned to the "CITY"'s Project</u>		

Immigration Affidavit Certification

This Affidavit is required and should be signed, notarized by an authorized principal of the firm, and submitted with formal Invitations to Bid (ITB's) and Request for Proposals (RFP) submittals. Further, Consultants / Bidders are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, at the time of the submission of the Consultant's/bidder's proposal. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. Failure to include this Affidavit and acceptable evidence of enrollment in the E-Verify program may deem the Consultant / Bidder's proposal as nonresponsive.

The City of Wildwood will not intentionally award City contracts to any Consultant who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA").

The City of Wildwood may consider the employment by any Consultant of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A (e) of the INA shall be grounds for unilateral termination of the contract by the City of Wildwood.

Consultant attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at the time of submission of the Consultant's / Bidder's proposal.

Company Name: _____

Print Name: _____ Title: _____

Signature _____ Date: _____

State of _____ County of _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____, 20____, by

_____ who has produced _____ as identification.
(Print or Type Name) (Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

The signee of this affidavit guarantees, as evidenced by the affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

CONTRACT

THIS AGREEMENT is made this ____ day of _____, 2022, by and between "CITY" of Wildwood (hereafter referred to as "'CITY'"), whose address is 100 N Main Street, Wildwood, Florida 34785, and (hereafter referred to as "Contractor"), whose address is

RECITALS

WHEREAS, the "CITY" has need of professional services for Pressure Washing Services

WHEREAS the parties desire to enter into a written agreement outlining the duties, responsibilities, and compensation of Contractor, based on the Contractor's response to RFP # 2022- 08 Request for Proposals for Pressure Washing Services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is hereby agreed as follows:

1. The relationship of the Contractor to the "CITY" will be that of a professional contractor to provide the professional and technical services required under this agreement in accordance with acceptable professional practices and ethical standards applicable to the Contractor's profession, and Contractor will endeavor to provide to the "CITY" prompt and efficient services to the best of its ability.
2. Contractor is hereby retained and employed as the Services Contractor and will work with the "CITY" to provide said services in accordance with the scope of services outlined in RFP # 2022-08.
3. Contractor agrees to prepare and complete a report to the "CITY", detailing the status of services provided pursuant to this Agreement at least ninety (90) days prior to the expiration of the term of this Agreement, or at least ninety (90) days prior to the expiration of any renewal term of this Agreement. Contractor may be asked to present the deliverables in person for review by staff or for discussion at a scheduled "CITY" Commission meeting.
4. The term of this Agreement shall commence on _____ and continue in full force through _____, unless otherwise terminated as provided in paragraph five (5) of this Agreement. This Agreement may be renewed on an annual basis for additional consecutive one-year periods, if agreed to in writing by both parties, at least sixty (60) days prior to the expiration of this Agreement, including any periods of renewal. The term of this Agreement does not relieve the Contractor of any future responsibility as described in paragraph eight (8) of this Agreement.
5. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party at the address designated in this Agreement for receiving such notice. If this agreement is terminated, Contractor shall be authorized to receive payment for all work performed up to the date of termination.
6. With regard to compensation paid to Contractor, Contractor shall furnish to the "CITY" invoice detailing all of Contractor's services, expenses, and any other services utilized by the "CITY". Invoice shall be itemized pursuant to and in accordance with the attached Fee Schedule. Contractor shall be paid pursuant to the provisions of the Local Government Prompt Payment Act, F.S. 218. Contractor acknowledges and agrees that the rates set forth in the Fee Schedule shall remain fixed throughout the duration of the Agreement and thereafter shall only be adjusted by mutual written agreement of both parties.
7. General Considerations.
 - a. All reports, drawings, designs, specifications, notebooks, computations, details, and calculation documents prepared by Contractor and presented to the "CITY" pursuant to this Agreement are and remain the property of the "CITY" as instruments of service.
 - b. All analyses, data, documents, models, modeling, reports, and tests performed or utilized by Contractor shall be made available to the "CITY" upon request and shall be considered public records, pursuant to F.S. 119.0701.

- c. Contractor shall keep all books, records, files, drawings, plans and other documentation, including all electronically stored items, which concern or relate to the services required hereunder, for a minimum of three (3) years from the date of expiration or termination of this Agreement, or as otherwise required by any applicable law, whichever date is later. The "CITY" shall have the right to order, inspect and copy all such Records as often as it deems necessary during any such period of time. The right to audit, inspect, and copy records shall include all of the records of sub-Contractors (if any).
- d. Contractor shall, at all times, comply with the Florida Public Records Law, the Florida Open Meeting Law and all other applicable laws, rules, and regulations of the State of Florida.
- e. Contractor shall, at all times, carry Professional Liability, General Liability, Automobile and Worker's Compensation Insurance pursuant to the insurance requirements in RFP # 2022-08 naming "CITY" as an additional insured in each such policy.
- f. Upon Contractor's written request, the "CITY" will furnish, or cause to be furnished, such reports, studies, instruments, documents, and other information as Contractor and "CITY" mutually deem necessary, and Contractor may rely upon same in performing the services required under this agreement.
- g. The "CITY" and Contractor each binds itself and its successors, legal representatives and assigns to the other party to this agreement and to the partners, successors, legal representatives and assigns of such other party to this agreement, in respect to all covenants of this agreement; and neither the "CITY" nor Contractor shall assign or transfer their interest in this agreement without the prior written consent of the other party.

8. Should any other professional services be called for by the "CITY" which are not otherwise set forth in this Agreement or any of its attachments or exhibits, said charges shall be agreed upon in advance by the parties hereto. The Contractor may be required to provide additional services to the "CITY" on challenges, public protests, administrative hearings or similar matters. The Contractor shall be available to represent the "CITY", serve as an expert witness and provide supporting documentation as necessary.

9. The Contract Documents, which comprise the entire Contract between "CITY" and Contractor and which are further incorporated herein by reference, consist of the following:

- a. Request for Proposals (RFP)
- b. "VENDOR"'s RFP Documents
- c. Permits / Licenses
- d. All RFP Addenda Issued Prior to RFP Opening Date
- e. All Modifications and Change Orders Issued
- f. Services hourly rates, as attached to this contract.

10. The Contractor agrees to indemnify and hold harmless the "CITY" of Wildwood, and their elected officials, employees and volunteers from and against all claims, losses and expenses, including legal costs, arising out of or resulting from, the performance of this contract, provided that any such claims, damage, loss of expenses is attributed to bodily injury, sickness, disease, personal injury or death, or to injury to or destruction of tangible property including the loss or loss of use resulting there from and is caused in whole or in part by any negligent act or omission of the Contractor.

11. Contractor, its agents, servants, or employees shall, in no manner, whatsoever be construed as the employees, agents, servants or representatives of the "CITY" and shall have not expressed or implied power or authority to act in any manner whatsoever for or on behalf of the "CITY", except as provided in the scope of services called for herein. Contractor is hereby designated as an independent contractor to the "CITY" and none of the employees, agents or servants of the Contractor shall have, or be entitled to, any of the fringe benefits applicable to employees of the "CITY".

12. In the event of default by either party hereto, the defaulting party shall be liable for all costs and expenses, including reasonable attorney's fees and costs incurred by the other party in enforcing its rights hereunder, whether litigation be instituted or not, at the trial court and appellate court level.

13. Contractor does hereby waive any and all “venue privilege” and or “diversity of citizenship privileges” and specifically agrees that any action brought for the enforcement, construction or interpretation of this agreement shall be maintained in the County or Circuit Court in and for Sumter County, Florida, and Contractor hereby specifically waives its right or privilege to institute any action of any kind or nature whatsoever, against the “CITY” in any other State Court, Federal Court or administrative tribunal.

14. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or verbal. If any provision of this Agreement is declared to be invalid or unenforceable, the remainder shall continue to operate in full force and effect.

15. This Agreement cannot be changed or modified, unless by written agreement signed by all parties hereto.

16. In performing services hereunder, Contractor shall comply with all federal, state, and local laws and regulations. Contractor shall be responsible for identifying and obtaining all permits necessary to complete the scope of services. Contractor shall be responsible for obtaining, at its sole cost and expense, all necessary licenses and other governmental approvals required in order for Contractor to provide the type of services required hereunder.

17. Contractor shall immediately notify “CITY” in writing of any commitments during the term of this Agreement which may constitute a potential or actual conflict of interest with respect to the scope of services to be performed for the “CITY”.

18. Each of the WHEREAS clauses listed above are hereby re-alleged and incorporated into this Agreement as if otherwise fully stated herein.

19. Any notices required by this Agreement shall be mailed to the following individual(s), by Certified Mail, Return Receipt requested:

FOR THE CITY

FOR THE CONTRACTOR

Name: Jason McHugh

Name: _____

Address: 100 N Main Street, Wildwood, FL 34785

Address: _____

Title: City Manager

Title: _____

Date: _____

Date: _____

IN WITNESS WHEREOF, the parties have signed this agreement the day and year first above written.

ATTEST:

“CITY” OF WILDWOOD

By: _____

By: Ed Wolf, Mayor

Date Signed: _____

ATTEST:

Contractor

By: _____

By: _____

Date Signed: _____



City of Wildwood Pressure Washing Services

BID OPENING RFP #2022-08

June 30, 2022 11:30 a.m.

COMPANY NAME	DATE RECEIVED	TIME RECEIVED	BID AMOUNT
Total Pressure Washing Services	6/21/2022	11:30 a.m.	\$14,026.68
Emerald Facility Services	6/29/2022	1:50 p.m.	\$49,997.00
Fleetwash, Inc.	6/28/2022	8:37 a.m.	\$24,207.00
SBAA Contracting, LLC.	6/30/2022	10:20 a.m.	\$50,100.75
Midlands Pressure Washing Services, LLC.	6/30/2022	8:30 a.m.	\$25,045.00

CITY OF WILDWOOD

SUBMITTAL REQUIREMENTS CHECKLIST



WILDWOOD
FLORIDA

Project: Pressure Washing Services

Thomas J. Rigwood
Thomas J. Rigwood Public Works Assistant Director

7/5/22
Date

Valorie Hodges Sr. Administrative Assist.

Date

Notes:

Original	4 Copies	Electronic Copy	Cover Page	Statement of Interest	Vendo Profile	Team Composition and Resumes	Bid Form	Illustrative Work	References	Additional Information	Additional Required Documents	Proposer's Certification	Proposal Form	Statement of Terms and Conditions	Hold Harmless Agreement	Sworn, notarized Drug Free Work Place Certificate	Public Entity Crimes Form	Conflict of Interest Disclosure Form	Exceptions or Deviations sheet	Certificate of Insurability
APPLICANTS																				
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

TOTAL PRESSURE CLEANING, INC.
EMERGENCY FACILITY MAINT.
FLEET WASH
S&B CONTRACTING
MIDLANDS PRESSURE WASH SERV, LLC.

TOTAL INCOMPLETE
BID DOCUMENT.

BID DOCUMENT
NOT ALL TOGETHER
SEPARATE PACKAGES
w/ Est., INS., W-9,
Comp. Requisite.



Memorandum

To: Jeremy Hockenbury, Director of Public Works

From: Thomas J. Rigwood, Asst. Director of Public Works

Date: 7/6/22

Re: Pressure Washing Services Bid Opening

As you recall, one of the ongoing issues with City facilities are the conditions of the outside of City facilities and the sidewalks at each facility. Public Works Administration decided to develop a Request for Proposal (RFP) to seek bids for a pressure washing services contract to provide labor and equipment to perform exterior power washing of all City owned facilities and adjacent sidewalks in an effort to remove the build-up of dirt, mold and mildew from years of extreme weather conditions.

On June 30, 2022, five (5) bids for Pressure Washing Services for the City of Wildwood facilities were received, publicly opened and read aloud. The resulting bid tab from the opening is attached. The specifications specifically outline what pressure washing services are to be accomplished to City facilities and concrete sidewalks at City facilities. The bid outlines a contract for a period of three (3) years, with the possibility of two (2) 12-month extensions, to meet conditions set forth in the specifications and instructions to bidders.

The Public Works staff evaluation committee reviewed the bid packets and determined the vendor of choice is Midlands Pressure Washing Services, LLC. Midlands detailed bid included information about the company and its employees, customized specifications of cleaning operations and accountability measures to ensure the facilities and sidewalks are cleaned per the contract.

The evaluation committee was comprised of the following Public Works staff members:

- Thomas J. Rigwood, Asst. Director of Public Works
- Casey Jones, Compliance Manager,
- Jason Wheeler, Parks & Recreation Supervisor
- Dillion Jones, Facilities Trade Technician

The evaluation process was completed with the following results.

Vendor	Rigwood	Jones, C.	Wheeler	Jones, D.	Total
Total Pressure Washing	25	15	30	24	94
Emerald Facility Services	87	91	71	81	330
Fleetwash, Inc.	88	95	80	83	346
SBAA Contracting, LLC.	83	78	64	65	290
<i>Midlands Pressure Washing</i>	<i>90</i>	<i>95</i>	<i>83</i>	<i>82</i>	<i>350</i>

Recommendation:

I recommend, with your approval, that we accept the bid from Midlands Pressure Washing Services, LLC. for Pressure Washing Services for City facilities and sidewalks, which equates to a yearly contract price of \$25,045.00 for a period beginning as determined by the City

Attachments:

Pressure Washing Services Bid Tabs
Staff Evaluation Forms

CITY OF WILDWOOD

FINAL SHORTLIST RANKING



WILDWOOD
FLORIDA

Project: Pressure Washing Services

RFP #2022-08

	EVALUATORS					Total Points	Ranking
	Thomas Rigwood	Casey Jones	Jason Wheeler	Dillon Jones			
APPLICANTS							
Total Pressure Washing Services	25	15	30	24		94	5
Emerald Facility Services	87	91	71	81		330	3
Fleetwash, LLC.	88	95	80	83		346	2
SBAA Contracting, LLC.	83	78	68	65		294	4
Midlands Pressure Washing, LLC.	90	95	83	82		350	1



REQUEST FOR PROPOSAL
for
Pressure Washing Services
RFP # 2022 - 08

City of Wildwood
100 N Main Street
Wildwood, FL 34785

352-330-1343 (Phone)
352-330-1353 (Fax)

CALENDAR OF EVENTS / RFP TIMELINE

Listed below are the important dates and times by which the actions noted must be completed. All dates are subject to change by the "CITY" OF WILDWOOD. If the "CITY" OF WILDWOOD finds it necessary to change any of these dates or times prior to the due date, the change will be accomplished by addendum.

<u>ACTION</u>	<u>COMPLETION DATE</u>
Issue RFP	June 9, 2022
Last Day for Questions	June 16, 2022
Addendums Posted (If Necessary)	June 23 2022
Submission Deadline	June 30, 2022
Selection Committee Meeting	TBD
Contract Award	TBD

PART 1 - INTENT AND GENERAL INFORMATION

REQUEST FOR PROPOSALS

Sealed proposal will be received by the City of Wildwood at City Hall located at 100 N Main Street, Wildwood, Florida 34785 until 11:30 am on June 30, 2022. Proposers shall take careful notice of the following conditions of this Request for Proposals:

- Submissions by FAX or other electronic media will not be accepted under any circumstances. Late submissions will not be accepted under any circumstances.
- Submitters may withdraw and/or replace proposals at any time until the deadline for submission of proposals.
- All questions received by **June 16, 2022**, will be considered. Questions will not be answered over the phone. Questions regarding the RFP process must be in writing and faxed to (352) 330-1338 Attention: Jeremy Hockenbury, Director of Public Works or via email to jhockenbury@wildwood-fl.gov
- Do not attempt to contact any Selection Committee Member, staff member or any person other than Jeremy Hockenbury for questions relating to this project. Anyone attempting to lobby "CITY" OF WILDWOOD representatives may be disqualified. The Selection Committee Members shall be Thomas J. Rigwood, Asst. Director of Public Works, Jason Wheeler, Parks & Recreation Supervisor, Casey Jones, Compliance Manager, and Terry Bunn, Facilities Trades Supervisor.
- Any bidder affected adversely by an intended decision with respect to the award of any bid, shall file with the City Clerk's Office for the City of Wildwood, a written notice of intent to file a protest not later than seventy-two (72) hours (excluding Saturdays, Sundays, and legal holidays), after the posting of the bid tabulation. Bid protest procedures may be obtained in the City Clerk's Office, City Hall, 100 N Main Street, Wildwood, Florida 34785 between 8:00 A.M. to 5:00 P.M. Monday through Friday.
- IT IS THE SOLE RESPONSIBILITY OF EACH RESPONDENT TO MONITOR WILDWOOD'S WEBSITE (WWW.WILDWOOD-FL.GOV) AND "DEMANDSTAR" FOR ANY AND ALL BID DOCUMENTS, INCLUDING ADDENDUMS.

PROPOSAL DOCUMENTS CHECKLIST OF ITEMS REQUIRED TO BE SUBMITTED

The following documents and forms in the following arrangement must accompany each Proposal Package or alternate RFP submitted:

- ❏ One (1) original, one (1) electronic single PDF version on a CD or Flash Drive of the original RFP in its entirety not password protected, four (4) copies of the “VENDOR”’s original submittal packet.
- ❏ RFP Cover Page. This is to be used as the first page of the RFP. This form must be fully completed and signed by an authorized officer of the “VENDOR”.
- ❏ Tab A – Statement of Interest
- ❏ Tab B – “VENDOR” Profile (Form 1)
- ❏ Tab C – Team Composition and Resumes
- ❏ Tab D – Bid Form (Form 2)
- ❏ Tab E –Illustrative Work (Form 3)
- ❏ Tab F – References
- ❏ Tab G – Additional Information
- ❏ Tab H – Additional Required Documents
 - Proposer’s Certification / Addenda Acknowledgement Form
 - Proposal Form
 - Statement of Terms and Conditions - statement must be signed and returned with the RFP form.
 - Hold Harmless Agreement
 - A sworn, notarized Drug Free Workplace Certificate must accompany each Proposal Package or alternate RFP.
 - Public Entity Crimes Form
 - Conflict of Interest Disclosure Form
 - A separate sheet or sheets clearly identified and numbered, of Exceptions or Deviations from the minimum specifications, must be attached to the Proposal Form (if applicable).
 - A Certificate of Insurability (COI) shall accompany each Proposal or alternate proposal, in the amounts as prescribed by the “CITY”.
 - E-Verify Document

PART 2 - INTRODUCTION

PURPOSE

The City of Wildwood, Florida ("the "CITY") is interested in selecting qualified Contractors ("VENDOR") that can provide the required services pursuant to Section 287.057, Florida Statutes. The "CITY" requests that qualified "VENDORS" submit letters of interest and proposals for consideration for selection of a qualified Contractor for pressure washing services for City owned facilities. The "CITY" may select, or not select, at their sole discretion, any Contractor that the "CITY" feels will best address their needs.

The purpose of this RFP is to select qualified pressure washing contractors to furnish all materials, labor, supervision, transportation, inspections, permits, licenses, equipment, and any incidentals necessary to provide pressure washing services for various "CITY" facilities.

SELECTION PROCESS

Selection will be based on the criteria as defined within this Request for Proposal. Selection of the "VENDOR" will be in accordance with Florida Statute 287.057, through the following process:

PROPOSALS SUBMISSION FORMAT AND REQUIREMENTS

To be considered, prospective "VENDOR" must submit a complete response as required by the RFP checklist of items found in Part 1. "VENDOR" must submit evidence of their ability to provide complete, thorough, and comprehensive responses and information for each of the components of the RFP.

GENERAL SELECTION CRITERIA

The "CITY"'s intent is to minimize the cost to "VENDOR" s who are responding to this request for proposals, therefore you are encouraged to be brief and succinct. Thick volumes of background and general marketing material will not be appreciated and will not carry favor with the reviewers. We are seeking thoughtful, tightly focused proposals that document your "VENDOR"'s suitability for these services requested.

The services being sought under this RFP are considered to be professional in nature. The "VENDOR" will be evaluated based upon the capabilities of the respondents and will result in an award that is in the best interest of the "CITY". Factors to be considered in the evaluation include:

- Capability and Qualifications of the proposer to deliver the proposed services.
- Proven experience as demonstrated with recent contracts/projects for local government agencies within the State of Florida.
- Resources and Availability
- Client References and Past Performance
- Prices Proposed

ADDITIONAL CONDITIONS

- The "CITY" reserves the right to reject any or all Proposals received, to request additional information, or to extend the deadline for submittals.
- Confidentiality of Documents: Upon receipt of proposals by the "CITY", the proposals shall become the property of the "CITY" without compensation to the proponent, for disposition or

usage by the “CITY” at its discretion. Pursuant to Florida Statute, Section 119.071(1)(b)2, all proposals submitted shall be subject to review as public records 30 days from opening, or earlier if an intended decision is reached before the 30-days expires.

- **Costs to Prepare Responses:** The “CITY” assumes no responsibility or obligation to the respondents and will make no payment for any costs associated with the preparation or submission of these proposals.
- **Equal Employment Opportunity:** During the performance of this Contract, the “VENDOR” agrees as follows: The “VENDOR” will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, place of birth, or physical handicap.

EXAMINATION OF PROPOSALS DOCUMENTS

- Each “VENDOR” shall carefully examine the Scope of Work and other applicable documents and inform himself/herself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Contract. Ignorance on the part of the CONTRACTOR will in no way relieve him/her of the obligations and responsibilities assumed under the Contract.
- Should a “VENDOR” find discrepancies or ambiguities in, or omissions from the Scope of Work, or should he/she be in doubt as to their meaning, he/she shall at once notify the “CITY” of Wildwood in writing.

INTERPRETATIONS, CLARIFICATIONS AND ADDENDA

- No oral interpretations will be made to any “VENDOR” as to the meaning of the RFP/Contract Documents. Any questions or request for interpretation received IN WRITING by “CITY” of Wildwood before the stated deadline, will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed prior to the established RFP opening date. Each “VENDOR” shall acknowledge receipt of such addenda in the space provided on the Proposal Form.
- In case any “VENDOR” fails to acknowledge receipt of such addenda or addendum, his/her RFP package will nevertheless be construed as though it had been received and acknowledged and the submission of his/her RFP will constitute acknowledgment of the receipt of same. All addenda are a part of the RFP Documents, and each “VENDOR” will be bound by such addenda, whether or not received by him/her. It is the responsibility of each “VENDOR” to verify that he/she has received all addenda issued before the established RFP scheduled deadline.

GOVERNING LAWS AND REGULATIONS

The “VENDOR” is required to be familiar with and shall be responsible for complying with all federal, state, and local laws, ordinances, rules, and regulations that in any manner affect the work.

PREPARATION OF PROPOSAL

Signature of the “VENDOR”: The “VENDOR” must sign the Proposal forms in the space provided for the signature. If the “VENDOR” is an individual, the words “Doing Business As _____,” must appear beneath such signature. In the case of a partnership, the signature of at least one of

the partners must follow the “VENDOR”’s name and the words, “Member of the “VENDOR”” should be written beneath such signature. If the “VENDOR” is a corporation, the title of the officer signing the RFP on behalf of the corporation must be stated and evidence of his authority to sign the RFP forms must be submitted. The “VENDOR” shall state in the Proposal Form the name and address of each person interested therein.

FISCAL YEAR FUNDING APPROPRIATION

Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the “CITY” of Wildwood, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the fiscal period at the time of the contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by the “CITY” of Wildwood funds thereafter.

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled, and the Contractor shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not advertised in the price of the supplied or services delivered under the contract or otherwise recoverable.

TAX EXEMPT STATUS

The City of Wildwood is a governmental agency under Florida law and exempt from Florida sales tax. The tax-exempt number will be provided upon request. **This exemption does not apply to goods and services purchased separately by a Contractor in connection with its contract obligations. The Contractor shall be responsible for paying any taxes, fees, or similar payments that are required to be paid in connection with the contract work.**

PROTECTION OF RESIDENT WORKERS

The City of Wildwood actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. The Contractor must be able to verify an employee’s eligibility to work in the U.S. upon demand by the “CITY” of Wildwood throughout the duration of the contract.

CITY OF WILDWOOD

The City of Wildwood is a unit of local government and as such reserves the right to reject any and/or all RFP packages, reserves the right to waive any informalities or irregularities in the RFP or examination process, and reserves the right to award the RFP and/or contracts in the best interest of the City of Wildwood.

CONFLICT OF INTEREST DISCLOSURE

Each Respondent shall complete and have notarized the attached disclosure form of any potential conflict of interest that the Respondent may have due to ownership, contracts, or interest associated

with this project.

PUBLIC ENTITY CRIMES

Pursuant to Section 287.132 and 287.133 Florida Statutes, the "CITY", as a public entity, may not consider a proposals package from, award any contract to, or transact any business in excess of the threshold amount set forth in Section 287.017 Florida Statutes with any person or affiliate on the convicted contractor list for the time periods specified unless such person has been removed from the list pursuant to law.

TRUTH IN NEGOTIATIONS

The Respondent certifies to Truth-in- negotiations and the wage rates and other factual unit cost supporting the compensation are accurate, complete, and current at the time of contracting. Further, the original contact amount and any additions thereto shall be adjusted to exclude any significant sums where the "CITY" determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. Such adjustment must be made within one (1) year following the end of the contract.

RIGHT TO AUDIT RECORDS

The City of Wildwood shall be entitled to audit the books and records of the Contractor or any sub-Contractor to the extent that such books and records relate to the performance of the Agreement or any sub-contract to the Agreement. Such books and records shall be maintained by the Contractor for a period of three (3) years from the date of final payment under the Agreement and by the sub-Contractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

TERM OF CONTRACT

Services performed pursuant to this contract shall commence upon execution of the agreement and continue as necessary to perform and complete all the work required. The term of the Contract resulting from the solicitation, shall be for an initial thirty-six (36) month period. The Contract may, by mutual assent of the parties, be extended for two (2) additional twelve (12) month periods or portions thereof, up to a cumulative total of sixty (60) months.

PURCHASING AGREEMENTS WITH OTHE GOVERNMENT AGENCIES

At the option of the awarded "VENDOR", the submission of any bid in response to this Request for Proposal (RFP) constitutes a bid made under the same terms and conditions, for the same contract price, to other governmental agencies including the State of Florida and its agencies, political subdivisions, counties, and cities. Each governmental agency desiring to accept these bids, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases, and each shall be liable only for materials ordered and received by it and no agency assumes any liability by virtue of this bid.

Part 3 - SCOPE OF WORK

The City of Wildwood, Florida ("the "CITY") is interested in selecting a qualified Contractor ("VENDOR") that can provide the required services. The purpose of this RFP is to select qualified licensed contractors to furnish all materials, labor, supervision, transportation, inspections, permits, licenses, equipment, and any incidentals necessary to provide pressure washing services for City owned facilities.

Proposers shall provide three (3) references for similar projects/contracts, and proof of a minimum of five (5) years' experience of pressure washing services.

Contractor shall be in compliance with the following standards:

- a. American National Standards Institute (ANSI).
- b. Occupational Safety and Health Administration (OSHA)
- c. Conformance with any other applicable local codes and standards.

All materials used for this contract must be used according to manufacturer instructions. Detergents, degreasers, and other chemicals used must be Environmentally friendly ('green') products appropriate for the surface being cleaned. Contractor shall provide a list of equipment owned and chemicals they plan to use for cleaning with their RFP. MSDS data sheets shall be included for all chemicals used in the cleaning process.

The cleaning of all surfaces, vertical and horizontal, will take place between 7:30 a.m. to 5:00 p.m., and some require cleaning after hours. Any alternate times proposed for cleaning must be approved in advanced by the City. Contractor shall provide barricades when work is performed in areas where pedestrians are present, or when deemed necessary by the City.

The following service items shall be provided for all areas listed in the Scope of Services section of this RFP:

1. Provide a cleaning schedule, with work performed from 7:30 a.m. until 5:00 p.m. EST, to pressure wash horizontal surfaces of standard sidewalks and curbsides and vertical and horizontal surfaces of City facilities. This schedule should maintain cleanliness of every City facility on a routine basis.
2. Schedule should provide that the full cleaning be completed within the week it is scheduled.
3. Provide pricing to clean all areas.
4. Cleaning service shall include removal of dirt, gum, oil, marking paint (when possible) and any other matter that is not intended to be on a walking surface.
5. Cleaning with hot water or steam is preferred, but high-pressure spray is acceptable, as the primary cleaning method. Nonhazardous and/or bio-degradable cleaning products shall be used as well. ***The use of chemicals not approved to enter storm drains is prohibited.***
6. Ensure all building windows, doors, walls, and other areas impacted are rinsed after each cleaning and windows are cleaned of overspray that gets on them.
7. The contractor will be responsible for supplying and erecting appropriate barricades and/or cones, safety tape, and signs before work commences to ensure safety of all staff and visitors.
8. When utilizing high lifts or aerial lifts around buildings, contractor shall take the necessary measures to ensure to not damage grass, sidewalks, landscaping, etc. with operating/driving unit around buildings.
9. Coordinate cleaning schedule with City staff.
10. Document all cleaning with photos of before and after each time cleaning is done.

11. There is no access to water on the streets. All water needed will need to be provided by the contractor.
12. Secure and maintain proper permits and water meters needed for work.
13. Be able to adjust work schedule to accommodate City business activity and events.
14. Provide recommendations to provide the best, most cost-effective service.
15. Provide recommendations for future enhancements.

Pressure Washing:

- All vertical areas must be pressure cleaned using wand type nozzle.
- All horizontal areas must be pressure-cleaned with a surface scrubber.
- Cleaners chosen by Contractor must be designated for cleaning concrete. Biodegradable products are preferred.

Oil spot treatments (prior to pressure washing):

- Contractor must use a degreaser product that is scrubbed into the oil or fluid contaminated area.
- The City will not accept any degreaser or cleaning product that is hazardous material (per MSDS data sheets). Environmentally friendly ("green") products are preferred if cost effective.
- When cleaning oil spots, Contractor must allow the product to briefly soak into the concrete. The area must then be washed with pressure washing equipment that produces a minimum of 3,500 to 4,000 psi (not to exceed 5,000 psi), with a water temperature of 200 (Fahrenheit) degrees or higher. Contractor must use a pressure wand in these areas, rather than using a "surface scrubber."
- When cleaning oil spots, visible oil spills and solids, contractor will need to collect and properly disposed of contaminated water and not direct it to the storm sewer conveyance system. Contractor is expected to adhere to all OSHA, state, city, county, and FDEP regulations regarding discharges of pollutants to waters. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be born solely by the Contractor.

Contractors may recommend a product or type of cleaning that may be equal to or better than techniques listed; however, any recommendations must be submitted with the Contractor's bid. Alternate products/techniques submitted will be reviewed and approved or denied by the City.

Equipment or property owned or used by Contractor may be left on City facilities not in use. The City will identify locations that are appropriate for equipment storage. The City is not responsible for any stolen or damaged equipment while on City property. Upon conclusion and approval of the work completed the Contractor will remove all equipment from all City facilities.

Contractor must ensure that an on-site supervisor is present to supervise all designated locations at all times that staff is present. Subcontracting or unskilled "day labor" is not acceptable. All of contractor's staff must be able to read and understand instructions in English. Vendor must provide a cell phone number for on-site supervisor in order to communicate with City staff.

PART 4 - EVALUATION AND AWARD

RFP EVALUATION

This Request for Proposals includes following all the procedures in this document and sending the sealed RFP information to the "CITY" of Wildwood by the due date and time. Once the RFPs are received, the Selection Committee members will independently review each submittal and score each RFP based on the evaluation criteria. All RFPs received in accordance with this Request for Proposals will be evaluated using the following criteria.

Evaluation Scoring Criteria

	Possible Points
Capability and Qualifications of the proposer to deliver the proposed services.	20
Proven experience as demonstrated with recent contracts/projects for local government agencies within the State of Florida.	20
Resources and Availability	20
Client References and Past Performance	20
Prices Proposed	20
Total:	

PROCEDURE REQUIREMENTS

Proposal submittals will be reviewed and ranked by the "CITY"'s Selection Committee and oral presentations/interviews may be requested from a shortlist of finalists selected by the Committee as a result of their evaluation of the initial Request for Proposals. The Committee will recommend its ranking of the top "VENDOR" to the "CITY" Commission for approval. The "CITY" of Wildwood reserves the right to revise and/or limit the scope of professional services and to reject any and all Proposals.

KEY CONTRACTOR PERSONNEL

In submitting a proposals package, the Respondent is representing that each person listed or referenced in the proposals package shall be available to perform the services described for the "CITY" OF WILDWOOD, barring illness, accident, or other unforeseeable events of a similar nature in which case the Respondent must be able to promptly provide a qualified replacement. In the event the Respondent wishes to substitute personnel, the Respondent shall propose a person with equal or higher proposals and each replacement person is subject to prior written "CITY" OF WILDWOOD approval. In the event the requested substitute person is not satisfactory to the "CITY" OF WILDWOOD and the matter cannot be resolved to the satisfaction of the "CITY" OF WILDWOOD, the "CITY" OF WILDWOOD reserves the right to cancel the contract for cause.

NEGOTIATION

The "CITY" OF WILDWOOD reserves the right to negotiate any and all elements of this response.

AWARD OF RESPONSE

The "CITY" OF WILDWOOD reserves the right to reject any or all responses, to waive any minor informality or irregularity in any response, and to make award to the response deemed to be most advantageous to the "CITY" OF WILDWOOD.

CONFLICT OF INTEREST

If any officer, director, or agent of your organization is also an employee of the "CITY" of Wildwood, then you shall clearly identify in your response the name of the individual(s) and the position he or she holds in your organization. Further, you shall disclose the name(s) of any "CITY" employee(s) who owns, directly or indirectly, any interest in your organization or any of its branches. This does not include stock in a publicly traded organization unless the individual holds more than a ten-percent (10%) stake. You shall complete and have notarized a Conflict-of-Interest Form (Form A-1) and include it in your proposals package.

If there is a conflict of interest as defined above and by Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, then the respondent cannot be considered for award.

RESTRICTED DISCUSSIONS

From the date of issuance of the RFP until final "CITY" OF WILDWOOD action, the Respondent shall not discuss the RFP or any part thereof with any employee, agent, or representative of the "CITY" OF WILDWOOD except as expressly authorized by the "CITY" OF WILDWOOD point of contact identified in this RFP above for this solicitation. Violation of this restriction will result in REJECTION of the Respondent's proposals package.

No negotiations, decisions, or actions shall be initiated or executed by the Respondent as a result of any discussions with any "CITY" OF WILDWOOD employee. Only those communications that are in writing from the authorized "CITY" OF WILDWOOD point of contact, Jeremy Hockenbury shall be considered pertinent to this RFP. Only communications from the Respondent that are signed and in writing will be recognized by the "CITY" OF WILDWOOD as duly authorized expressions on behalf of the Respondent.

AWARD

It is understood that the "CITY" OF WILDWOOD is not obligated to make an award under or as a result of this RFP or to award such contract. The "CITY" OF WILDWOOD reserves the right to award such contract, if any, to the best qualified Respondent(s).

The "CITY" OF WILDWOOD has the sole discretion and reserves the right to cancel this RFP, and to reject any and all proposals packages, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the "CITY" OF WILDWOOD's best interests to do so.

STANDARD INSURANCE REQUIREMENTS

The Contractor shall maintain, on a primary basis and at its sole expense, at all times while performing work for the "CITY" of Wildwood, the "Standard Insurance Requirements" described herein. Contractors responding to a Request for Proposal, Request for Qualifications, or an Invitation to Bid shall provide with their submittal, a Certificate of Insurance (COI) or a letter from the insurance company stating required coverage is obtainable. Prior to commencement of any work being done for the "CITY" of Wildwood, a COI will be required. Work is defined as any service provided to the "CITY" of Wildwood by a "VENDOR"/Contractor who must access "CITY" property in order to provide the service(s). The requirements contained herein, as well as the "CITY"'s review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this contract.

Financial Rating of Insurance Companies All insurance companies must have financial rating of **A** or higher by A.M. Best Company, Inc. with the exception of self-insured insurance companies.

Commercial General Liability Insurance The Contractor shall maintain Commercial General Liability Insurance at a limit of liability not less than **\$1,000,000** each occurrence and **\$2,000,000** annual aggregate. Due to the nature of the work involved, Contractors performing program and / or contract management services are required to maintain **\$1,000,000** each occurrence and **\$1,000,000** annual aggregate. The coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Cross Liability. The self-insured retention or deductible shall not exceed \$25,000.

Business Automobile Liability Insurance The Contractor shall maintain Business Automobile Liability Insurance at a limit of liability not less than **\$500,000** each occurrence. Coverage shall include liability for owned non-owned & hired automobiles. In the event the Contractor does not own automobiles, the Contractor shall maintain coverage for hired & non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Worker's Compensation Insurance & Employers Liability Insurance The Contractor shall maintain its own Worker's Compensation Insurance & Employers Liability in accordance with Florida

Statute Chapter 440. **(NOTE: Elective exemptions or coverage through an employee leasing arrangement will be on a case-by-case basis).**

Umbrella or Excess Liability Insurance (needed for large contracts) The Contractor shall maintain either a Commercial Umbrella or Excess Liability Insurance at a limit of liability not less than **\$2,000,000** each occurrence and **\$2,000,000** aggregate. The Contractor shall endorse the "CITY" OF WILDWOOD as an "Additional Insured" on the Umbrella or Excess Liability Insurance, unless the Commercial Umbrella/Excess Liability Insurance provides coverage on a pure "True Follow-Form" basis, or the "CITY" OF WILDWOOD is automatically defined as an additional protected person. Any self-insured retention or deductible shall not exceed \$25,000.

Professional or Errors & Omissions Liability Insurance (when applicable) The Contractor shall maintain a Professional Liability or Errors & Omissions policy at a limit of liability no less than \$2,000,000. The Contractor shall endorse the "CITY" OF WILDWOOD as an "Additional Insured" on the Professional and/or Errors & Omissions Liability Insurance.

Additional Insured The Contractor shall endorse the "CITY" OF WILDWOOD as an Additional Insured on the Commercial General Liability Insurance with a CG 2010 Additional Insured – "CITY" s, Lessees, or Contractors, or CG2026 Additional Insured – "CITY" s, Lessees, or Contractors – Scheduled Person or Organization endorsement, or similar endorsement providing equal or broader Additional Insured coverage.

In addition, the Contractor shall endorse the "CITY" OF WILDWOOD as an Additional Insured under the Contractor's Commercial Umbrella/Excess Liability as required herein.

Indemnification The Contractor shall indemnify and hold harmless the "CITY" OF WILDWOOD and their elected officials, employees and volunteers from and against all claims, damages, losses and expenses, including legal costs, arising out of or resulting from the performance of this contract, provided that any such claim, damage, loss or expenses is attributed to bodily injury, sickness, disease, personal injury or death, or to injury to or destruction of tangible property including the loss or loss of use resulting there from and is caused in whole or in part by any negligent act or omission of the Contractor. .

Deductibles, Coinsurance Penalties, & Self-Insured Retention The Contractor shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible amounts that exceed the amounts stated herein that are acceptable to the "CITY" OF WILDWOOD, the Contractor shall, when requested by the "CITY" OF WILDWOOD, maintain a Commercial Surety Bond in an amount equal to said deductible amount.

Waiver of Subrogation The Contractor shall provide a Waiver of Subrogation in favor of the "CITY" OF WILDWOOD, Contractor, subcontractor, architects, or engineers for each required policy providing coverage during the life of this Contract. When required by the insurer or should a policy condition not permit the Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition specifically prohibiting such an endorsement, or voids coverage should the Contractor enter into such an agreement on a pre-loss basis.

Right to Revise or Reject The "CITY" OF WILDWOOD reserves the right, but not the obligation, to

review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage. Additionally, the "CITY" OF WILDWOOD reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage due to its poor financial condition or failure to operate legally. In such events, the "CITY" OF WILDWOOD shall provide the Contractor written notice of such revisions or rejections.

No Representation of Coverage Adequacy The coverages, limits or endorsements required herein protect the primary interests of the "CITY" OF WILDWOOD, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of the Project or otherwise.

Certificate(s) of Insurance (COI) The Contractor shall provide the "CITY" OF WILDWOOD with a COI clearly evidencing that all coverage, limits, and endorsements required herein are maintained and in full force and effect. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on each Certificate of Insurance. In the event the "CITY" OF WILDWOOD is notified that a required insurance coverage will cancel or expire during the period of this Contract, the Contractor agrees to furnish the "CITY" OF WILDWOOD prior to the expiration of such insurance, a new Certificate of Insurance evidencing replacement coverage. When notified by the "CITY" OF WILDWOOD, the Contractor agrees not to continue work pursuant to this Contract, unless all required insurance remains in effect.

The "CITY" OF WILDWOOD shall have the right, but not the obligation, of prohibiting the Contractor from entering the Project site until a new COI is provided to the County evidencing the replacement coverage. The Contractor agrees the "CITY" OF WILDWOOD reserves the right to withhold payment to the Contractor until evidence of reinstated or replacement coverage is provided to the "CITY" OF WILDWOOD. If the Contractor fails to maintain the insurance as set forth herein, the Contractor agrees the "CITY" OF WILDWOOD shall have the right, but not the obligation, to purchase replacement insurance, and the Contractor agrees to reimburse any premiums or expenses incurred by the "CITY" OF WILDWOOD.

The Contractor agrees the Certificate(s) of Insurance shall:

1. Clearly indicate the "CITY" OF WILDWOOD has been endorsed on the Commercial General Liability Insurance with a CG 2010 Additional Insured – "CITY" s, Lessees, or Contractors, or CG 2026 Additional Insured – "CITY" s, Lessees, or Contractors – Scheduled Person or Organization endorsement, or similar endorsement providing equal or greater Additional Insured coverage.
2. Clearly indicate the "CITY" OF WILDWOOD is endorsed as an Additional Insured, or Loss Payee, on the Builder's Risk Insurance, and when applicable, Additional Insured on the Commercial Umbrella/Excess Liability Insurance as required herein.
3. Clearly identify each policy's limits, flat & percentage deductibles, sub limits, or self-insured retentions, which exceed the amounts or percentages set forth herein.
4. Clearly indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.
5. Forward original to and clearly indicate Certificate Holder and Additional Insured as follows:

"CITY" of Wildwood
100 N Main Street
Wildwood, FL 34785

The Contractor shall be responsible for all sub-Contractors and their insurance.

All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the "CITY". At the option of the "CITY", the insurer shall reduce or eliminate such deductible or self-insured retention; or the Contractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

All insurance companies must be authorized to transact business in the State of Florida.

The "CITY" shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the "CITY" of any insurance supplied by the Contractor, nor a failure to disapprove that insurance, shall relieve the Contractor of full responsibility of liability, damages and accidents as set forth herein.

PART 5 - PROPOSAL DOCUMENTS

ECONOMY OF PRESENTATION

Each proposals package shall be prepared simply and economically, providing a straightforward, concise description of the Respondent's capabilities to satisfy the conditions and requirements of this RFP. Emphasis in each proposals package must be on completeness and clarity of content. To expedite the evaluation of proposals packages, it is mandatory that Respondent follow the format and instructions contained herein. The "CITY" OF WILDWOOD is not liable or responsible for any costs incurred by any Respondent in responding to this RFP including, without limitation, costs for presentations and/or demonstrations if requested.

PROPOSALS PACKAGE GUIDELINES

To facilitate analysis of its proposals package, the Respondent shall prepare its proposals package in accordance with the instructions outlined in this section and the checklist of items found in Part 1. If the Respondent's proposals package deviates from these instructions, such proposals package may, in the "CITY" OF WILDWOOD's sole discretion, be rejected.

The "CITY" OF WILDWOOD EMPHASIZES THAT THE RESPONDENT CONCENTRATE ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT

Indexing - Each section may contain a more detailed table of contents to delineate the subsections within that section. Tab indexing shall be used to identify sections.

Page Size and Format - Page size shall be 8.5 x 11 inches, not including foldouts. Pages shall be single-spaced. The text size shall be 11 point or larger. Pages shall be numbered sequentially by section.

Legible tables, charts, graphs, and figures shall be used wherever practical to depict organizations, systems and layouts, implementation schedules, plans, etc. These displays shall be uncomplicated, legible and shall not exceed eleven (11) by seventeen (17) inches in size. Foldout pages shall fold entirely within the section, and count as a single page. Foldout pages may only be used for large tables, charts, graphs, diagrams, and schematics, and not for pages of text.

Responses must be limited to eighty (80) pages. Covers, tables of contents and divider tabs will not count as pages, provided no additional information is included on those pages. Work product samples (reports, schedules, etc. provided in response) will not be counted in the eighty (80) page limit. Package the Work Product Samples separately from the Proposal, labeling the sample clearly.

PROPOSALS PACKAGE SECTIONS

The Respondent shall organize its proposals package into the following major sections.

TABLE OF CONTENTS.

Tab A - STATEMENT OF INTEREST: To be submitted on the “VENDOR”'s letterhead. The statement of interest shall:

Concisely state the “VENDOR”'s understanding of the services required by the “CITY” OF WILDWOOD.

Include additional relevant information not requested elsewhere in the RFP.

The signature on the statement shall be that of a person authorized to represent and bind the “VENDOR”.

Tab B. “VENDOR” PROFILE: Complete Form 1. Attach a copy of the “VENDOR”'s current State of Florida, “CITY”, or Professional Regulation License to perform business.

Tab C. TEAM COMPOSITION and RESUMES: Provide an organizational chart showing any subcontractors and the relationship to the team. Provide resumes for key team members, not to exceed two pages each. Attach a copy of each person's current Professional Regulation License.

Tab D. BID FORM: Complete Form 2.

Tab E. ILLUSTRATIVE WORK: Complete Form 3. (Form 4 may be reproduced and attached in sequence.)

Tab F. REFERENCES: Provide a minimum of five references for work performed similar to the scope of this RFP. References must be for current, or recent, projects, and must be for the proposed project team members.

Tab G. ADDITIONAL INFORMATION: Provide information describing the “VENDOR”'s approach to performing the work advertised in Scope of Services of the RFP. Provide information demonstrating an understanding of the needs of the “CITY” of Wildwood. Provide other information that the “VENDOR” deems applicable to this RFP.

Tab H. ADDITIONAL REQUIRED DOCUMENTS: As specified in Part 1 of this RFP, listed within the Proposal Documents Checklist of Items Required to be submitted.

RFP COVER PAGE

Name of "VENDOR", Entity or Organization: Midlands Pressure Wash Services, LLC	
Federal Employer Identification Number (FEIN): 82-4622333	
State of Florida License Number (If Applicable): Fictitious Name Registration # G20000105180	
Name of Contact Person: Cory Hansford	
Title: Owner	
E-Mail Address: midlandspws@gmail.com	
Mailing Address: 765 Moonsail Circle	
Street Address (if different):	
"CITY", State, Zip: Chapin, SC 29036	
Telephone: (803) 834-0367	Fax:
Organizational Structure – Please Check One:	
Corporation ☐ Partnership ☐ Proprietorship ☒ Joint Venture ☐ Other ☐	
If Corporation:	
Date of Incorporation:	State of Incorporation:
States Registered in as Foreign Corporation:	
Authorized Signature:	
Print Name: Cory Hansford	
Signature: <u>Cory Hansford</u>	
Title: Owner	
Phone: (803) 834-0367	
<i>This document must be completed and returned with your Submittal.</i>	

PROPOSER'S CERTIFICATION

Submit To: "CITY" of Wildwood 100 N Main Street Wildwood, FL 34785 352-330-1330 352-330-1338 (fax)		"CITY" OF WILDWOOD REQUEST FOR PROPOSAL (RFP) CERTIFICATION AND ADDENDA ACKNOWLEDGMENT	
DUE DATE: 6/30/2022	DUE TIME: 11:30 AM	RFP # 2022 - 08	
TITLE: Pressure Washing Services			
"VENDOR" NAME: Midlands Pressure Wash Services, LLC		PHONE NUMBER: (803) 834-0367	
"VENDOR" MAILING ADDRESS: 765 Moonsail Circle		FAX NUMBER:	
"CITY"/STATE/ZIP: Chapin, SC 29036		E-MAIL ADDRESS: midlandspws@gmail.com	
"I, the undersigned, certify that I have reviewed the addenda listed below (list all addenda received to date). I understand that timely commencement will be considered in award of this RFP and that cancellation of award will be considered if commencement time is not met, and that untimely commencement may be cause for termination of contract. I further certify that the services will meet or exceed the RFP requirements. I, the undersigned, declare that I have carefully examined the RFP, specifications, terms, and conditions as applicable for this Request, and that I am thoroughly familiar with all provisions and the quality and type of coverage and services specified. I further declare that I have not divulged, discussed, or compared this RFP with any other Offeror and have not colluded with any Offerors or parties to an RFP whatsoever for any fraudulent purpose."			
_____ Addendum #	_____ Addendum #	_____ Addendum #	_____ Addendum #
"I certify that this quote is made without prior understanding, agreement, or connection with any corporation, "VENDOR", or person submitting an RFP for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the RFP, including but not limited to certification requirements. In conducting offers with an agency for "CITY" OF WILDWOOD, respondent agrees that if this RFP is accepted, the respondent will convey, sell, assign, or transfer to the "CITY" of Wildwood all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States for price fixing relating to the particular commodities or services purchased or acquired by the "CITY". At the "CITY" of Wildwood discretion, such assignment shall be made and become effective at the time the purchasing agency renders final payment to the respondent."			
Cory Hansford, Owner _____ Authorized Agent Name, Title (Print)		 _____ Authorized Signature	6/28/2022 _____ Date
<i>This form must be completed and returned with your Submittal</i>			

PROPOSALS FORM FOR “CITY” OF WILDWOOD



Name of “VENDOR” Submitting Proposals Midlands Pressure Wash Services, LLC

Name of Person Submitting Proposals Cory Hansford

PROPOSER ACKNOWLEDGMENT

"The undersigned hereby declares that he/she has informed himself/herself fully in regard to all conditions to the work to be done, and that he/she has examined the RFP and Specifications for the work and comments hereto attached. The “VENDOR” proposes and agrees, if this submission is accepted, to contract with the “CITY” of Wildwood to furnish all necessary materials, equipment, labor, and services necessary to complete the work covered by the RFP and Contract Documents for this Project. The “VENDOR” agrees to accept in full compensation for each item the prices named in the schedules incorporated herein."

Cory Hansford
Signature

6/28/2-22

Date

RFP-2022-08_Pressure Washing Services
RFP Number

[☐] Check if exception(s) or deviation(s) to Specifications. Attach separate sheet(s) detailing reason and type for the exception or deviation.

This document must be completed and returned with your Submittal

Statement of Terms and Conditions

PUBLIC ENTITY CRIME: A person or affiliate who has been placed on the convicted "VENDOR" list following a conviction for a public entity crime may not submit a proposal/Bid on a contract to provide any goods or services to a public entity, for the construction or repair of a public building or public work, may not submit Proposals/Bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or Contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted "VENDOR" list.

INDEMNIFICATION: The contractor shall indemnify and hold harmless the City, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.

PROHIBITION OF LOBBYING: During the blackout period which is, the period between the time the submittals for Invitation to Bid or the Request for Proposals, or Proposals, or information, as applicable, are received at Contracts / Purchasing and the time the "CITY" awards the contract, no proposer, no lobbyist, principal, or other person may lobby, on behalf of a competing party in a particular procurement matter, any member of the "CITY", or any "CITY" employee other than the _____. Violation of this provision may result in disapproval of violating party. All questions regarding this Request for Proposals (RFP) or Invitation to Bid (BID) must be submitted in writing to the "CITY's" Financial Services Manager.

ANTI TRUST LAWS: By submission of a signed RFP or BID, the successful "VENDOR" acknowledges compliance with all antitrust laws of the United States and the State of Florida, in order to protect the public from restraint of trade, which illegally increases prices.

CONFLICT OF INTEREST: The award of the contract hereunder is subject to the provisions of Chapter 112 of the Florida Statutes. "VENDOR" shall disclose the name of any Officer, Director, Partner, Associate, or Agent who is also an Officer, Appointee, or Employee of any of the "CITY's" at the time of the RFP or BID, or at the time of occurrence of the Conflict of Interest thereafter.

INTERPRETATION, CLARIFICATIONS AND ADDENDA: No oral interpretations will be made to any "VENDOR" as to the meaning of the RFP/BID Contract Documents. Any inquiry or request for interpretation received by the "CITY" before the date listed herein will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed at or after the Pre-Proposals/Pre-Bid Conference, mailed or sent by available or electronic means to all attending prospective Submitters prior to the established RFP/BID opening date. Each "VENDOR" shall acknowledge receipt of such addenda in the space provided. In case any Proposer/Bidder fails to acknowledge receipt of such addenda or addendum, his offer will nevertheless be construed as though it had been received and acknowledged and the submission of his bid will constitute acknowledgment of the receipt of same. All addenda are a part of the RFP/BID FORMS, and each Proposer/Bidder will be bound by such addenda, whether received by him. It is the responsibility of each proposer/bidder to verify that he has received all addenda issued before RFP's/BID's are opened. In the case of unit price items, the quantities of work to be done and materials to be furnished under this RFP/BID Contract are to be considered as approximate only and are to be used solely for the comparison of RFP's/Bids received. The "CITY" and/or his CONTRACTOR do not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the "VENDOR" plead misunderstanding or deception because of such estimate or quantities of work performed or material furnished in accordance with the Specifications and/or Drawings and other Proposals/Bid Documents, and it is understood that the quantities may be increased or diminished as provided herein without in any way invalidating any of the unit or lump sum prices bid.

GOVERNING LAWS AND REGULATIONS: The "VENDOR" is required to be familiar with and shall be responsible for complying with all federal, state, and local laws, ordinances, rules, and regulations that in any manner affect the work.

PROPRIETARY/CONFIDENTIAL INFORMATION: "VENDOR" s are hereby notified that all information submitted as part of, or in support of RFP's/BID's, will be available for public inspection ten days after opening of the RFP's/BID's or until a short list is recommended whichever comes first, in compliance with Chapter 119, and 287 of the Florida Statutes. All RFP's/Bids submitted in response to this solicitation become the property of the "CITY". Unless information submitted is proprietary, copy written, trademarked, or patented, the "CITY" reserves the right to utilize any or all information, ideas, conceptions, or portions of any RFP/BID, in its best interest.

TAXES: The "CITY" of Wildwood is exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request.

NON-COLLUSION DECLARATION: By signing this RFP/BID, all "VENDOR's" shall affirm that they shall not collude, conspire, connive or agree, directly or indirectly, with any other Proposer, "VENDOR", or person to submit a collusive or sham Proposals in connection with the work for which their RFP/BID has been submitted; or to refrain from Bidding in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the RFP/BID or of any other Bidder, or to fix any overhead, profit, or cost elements of the RFP/BID price or the RFP/BID price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Bidder, or any person interested in the proposed work.

PROPOSER RESPONSIBILITY: Invitation by the "CITY's" to "VENDOR" s is based on the recipient's specific request or as the result of response by the public to the legal advertisements required by State law. "VENDOR" s or individuals submit their responses on a voluntary basis, and therefore are not entitled to compensation of any kind.

"CITY" SHIP OF SUBMITTALS: All responses, inquiries or correspondence relating to or in reference to this RFP/BID, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the "VENDOR" s will become the property of the "CITY". Reference to literature submitted with a previous RFP/BID will not relieve the Bidder from including any required documents with this RFP/BID.

EXAMINATION OF BID DOCUMENTS: Each Bidder shall carefully examine the RFP/BID Document to ensure all pages have been received, all drawings and/or Specifications and other applicable documents are included and shall inform himself thoroughly regarding all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Contract. Ignorance on the part of the CONTRACTOR will in no way relieve him of the obligations and responsibilities assumed under the Contract.

"VENDOR" RESPONSIBILITY: "VENDOR" s are fully and completely responsible for the labeling, identification and delivery of their submittals. The "CITY" will not be responsible for any mislabeled or misdirected submissions, nor those handled by delivery persons, couriers, or the US Postal Service.

DRUG FREE WORKPLACE: All Proposers/Bidders shall submit the enclosed, duly signed and notarized form entitled "Drug Free Workplace Certificate". The Drug Free Workplace "VENDOR" shall have the burden of demonstrating that his program complies with Section 287.087 of the Florida Statutes, and any other applicable state law.

THE "CITY" OF WILDWOOD is a political subdivision of the State of Florida and reserves the right to reject any and/or all submittals, reserve the right to waive any informalities or irregularities in the examination process, and reserve the right to award contracts and/or in the best interest of the "CITY". Submittals not meeting stated minimum terms and proposals may be rejected by the "CITY" as non-responsive. The "CITY" reserves the right to reject any or all submittals without cause. The "CITY" reserves the right to reject the submission of any "VENDOR" in arrears or in default upon any debt or contract to the "CITY", or who has failed to perform faithfully any previous contract with the "CITY" or with other governmental agencies.

PUBLIC RECORDS LAW: Correspondence, materials and documents received pursuant to this RFP/BID become public records subject to the provisions of Chapter 119, Florida Statutes.

VERIFICATION OF TIME: Nextel time is hereby established as the Official Time of the "CITY's".

PREPARATION OF PROPOSALS/BIDS:

Signature of the Bidder: The Bidder must sign the RFP/BID FORMS in the space provided for the signature. If the Proposer/Bidder is an individual, the words "doing business as _____" must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the "VENDOR" name and the words, "Member of the "VENDOR"" should be written beneath such signature. If the Proposer/Bidder is a corporation, the title of the officer signing the RFP/BID on behalf of the corporation must be stated and evidence of his authority to sign the RFP/BID must be submitted. The Proposer/Bidder shall state in the RFP/BID FORMS the name and address of each person interested therein.

Basis for Bidding: The price proposed for each item shall be on a lump sum or unit price basis according to specifications on the RFP/BID FORM. The proposed prices shall remain unchanged for the duration of the Contract and no claims for cost escalation during the progress of the work will be considered, unless otherwise provided herein.

Total Proposed Price/Total Contract Sum Proposed: If applicable, the total price bid for the work shall be the aggregate of the lump sum prices proposed and/or unit prices multiplied by the appropriate estimated quantities for the individual items and shall be stated in figures in the appropriate place on the RFP/BID FORM. In the event that there is a discrepancy on the RFP/BID FORM due to unit price extensions or additions, the corrected extensions and additions shall be used to determine the project bid amount.

TABULATION: Those wishing to receive an official tabulation of the results of the opening of this RFP/BID are to submit a self-addressed, stamped business size (No. 10) envelope, prominently marked on the front lower left side, with the RFP identification. Tabulation requested by telephone, fax or electronic media will not be accepted.

OBLIGATION OF WINNING BIDDER: The contents of the RFP/BID of the successful proposer/bidder will become contractual obligations if acquisition action ensues. Failure of the successful Proposer/Bidder to accept these obligations in a contract may result in cancellation of the award and such "VENDOR" may be removed from future participation.

AWARD OF BID: It is the "CITY's" intent to select a "VENDOR" within sixty (60) calendar days of the deadline for receipt of Proposals/Bids. However, Proposals/Bids must be "VENDOR" and valid for award for at least ninety (90) calendar days after the deadline for receipt of the RFP/BID.

ADDITIONAL REQUIREMENTS: The "VENDOR" shall furnish such additional information as the "CITY" may reasonably require. This includes information which indicates financial resources as well as ability to provide the services. The "CITY" reserves the right to make investigations of the proposals of the "VENDOR" as it deems appropriate.

PREPARATION COSTS: The "CITY" shall not be obligated or be liable for any costs incurred by Proposers/Bidders prior to issuance of a contract. All costs to prepare and submit a response to this RFP/BID shall be borne by the Proposer/Bidder.

TIMELINESS: All work will commence upon authorization from the "CITY's" representative. All work will proceed in a timely manner without delays. The Contractor shall commence the work UPON RECEIPT OF NOTICE TO PROCEED and/or ORDER PLACED (PURCHASE ORDER PRESENTED) and shall deliver in accordance with the terms and conditions outlined and agreed upon herein.

DELIVERY: All prices shall be FOB Destination, Sumter County, Florida, inside delivery unless otherwise specified.

ADDITIONAL SERVICES/PURCHASES BY OTHER PUBLIC AGENCIES ("PIGGY-BACK"): The "VENDOR" by submitting a Bid acknowledges that other Public Agencies may seek to "Piggy-Back" under the same terms and conditions, during the effective period of any resulting contract – services and/or purchases being offered in this Bid, for the same prices and/or terms proposed. "VENDOR" has the option to agree or disagree to allow contract Piggybacks on a case-by-case basis. Before a Public Agency is allowed to Piggy-Back any contract, the Agency must first obtain the "VENDOR's" approval – without the "VENDOR's" approval, the seeking Agency cannot Piggy-Back.

PLANS, FORMS & SPECIFICATIONS: Bid Packages are available from the "CITY". These packages are available for pickup or by mail. If requested to mail, the Proposer/Bidder must supply a courier account number (UPS, FedEx, etc.). Proposers/Bidders are required to use the official RFP/BID FORMS, and all attachments itemized herein, are to be submitted as a single document. Any variation from the minimum specifications must be clearly stated on the RFP/BID FORM and/or Exceptions/Deviations Sheet(s). Only one set of plans, forms, and specifications will be furnished each company or corporation interested in submitting a Proposals/bid. RFP/BID FORM documents for this project are free of charge and are available on-line and are downloadable.

MANUFACTURER'S NAME AND APPROVED EQUIVALENTS: Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition unless otherwise indicated. The Proposer/Bidder may offer any brand for which he is an authorized representative, which meets or exceeds the RFP/BID specification for any item(s). If RFP's/Bids are based on equivalent products, indicate on the RFP/BID FORM the manufacturer's product name and literature, and/or complete specifications. Reference to literature submitted with a previous RFP/BID will not satisfy this provision. The Proposer/Bidder shall explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. RFP's/BID's which do not comply with these requirements are subject to rejection. RFP's/BID's lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the RFP/BID FORM. The "CITY" is to be notified, in writing, of any proposed changes in materials used, manufacturing process, or construction. However, changes shall not be binding upon the "CITY" unless evidenced by a Change Notice issued and signed by the "CITY", or designated representative.

QUANTITIES: The quantities as specified in this RFP/BID are estimates only and are not to be construed as guaranteed minimums.

SAMPLES: Samples of items, when called for, shall be furnished free of expense, and if not destroyed may, upon request, be returned at the Proposer's/Bidder's expense. Each sample shall be labeled with the Proposer's/Bidder's name, manufacturer brand name and number, RFP/BID number and item reference. Samples of successful Proposer's/Bidder's items may remain on file for the term of the contract. Request for return of samples shall be accompanied by instructions which include shipping authorization and must be received at time of opening. Samples not returned may be disposed of by the "CITY" within a reasonable time as deemed appropriate.

DOCUMENT RE-CREATION: "VENDOR" may choose to re-create any document(s) required for this solicitation but must do so at his own risk. All required information in the original "CITY" format must be included in any re-created document. Submittals may be deemed non-responsive if required information is not included in any re-created document.

ACKNOWLEDGED:

This document must be completed and returned with your Submittal

Cory Hansford 6/28/2022
(Signature and Date)

HOLD HARMLESS AGREEMENT

The Contractor shall indemnify and hold harmless the City, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.

The Contractor shall purchase and maintain workers' compensation insurance for all workers' compensation insurance and employers' liability in accordance with Florida Statute Chapter 440.

The Contractor shall also purchase any other coverage required by law for the benefit of employees.

Required insurance shall be documented in Certificates of Insurance and shall be provided to the "CITY" representative requesting the service.

By signature upon this form the Contractor stipulates that he/she agrees to the Hold Harmless Agreement, and to abide by all insurance requirements.

Midlands Pressure Wash Services, LLC

Contractor/ "VENDOR"-Print Name

Cory Hansford
Signature

RFP-2022-08_Pressure WashingServices

Project Name

6/28/2022

Date

The effective date of this Hold Harmless Agreement shall be for the duration of this project.

This document must be completed and returned with your Submittal

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that,

Midlands Pressure Wash Services, LLC

(Print or type name of "VENDOR")

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the workplace, the "VENDOR"'s policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under RFP or bid, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under RFP or bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, please or guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the drug free workplace program.
- "As a person authorized to sign this statement, I certify that the above-named business, "VENDOR" or corporation complies fully with the requirements set forth herein".

[Signature]
Authorized Signature

6/29/2022
Date Signed

State of: South Carolina

County of: Richland

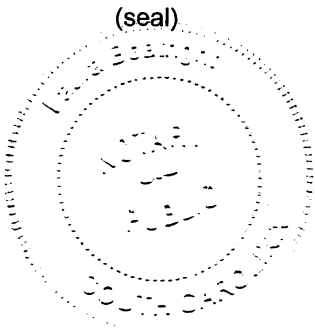
Sworn to and subscribed before me this 29 day of June, 2022

Personally known ✓ or Produced Identification _____
(Specify Type of Identification)

[Signature]
Signature of Notary

My Commission Expires 12/15/2031

(seal)



This document must be completed and returned with your Submittal

**SWORN STATEMENT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES FORM**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to “CITY” of Wildwood

By Cory Hansford, Owner

{print individual’s name and title}

for Midlands Pressure Wash Services, LLC

{print name of entity submitting sworn statement}

whose business address is 765 Moonsail Circle, Chapin, SC 29036

and (if applicable) its Federal Employer Identification Number (FEIN) is 82-4622333 (If the
entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:
_____.)

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
 - c. I understand that a “person” as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
 - d. Based on information and belief, the statement which I have marked below is true in relation to the

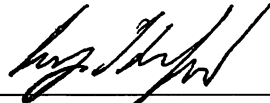
entity submitting this sworn statement. {indicate which statement applies.}

☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted "VENDOR" list. {attach a copy of the final order}

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.



{signature}

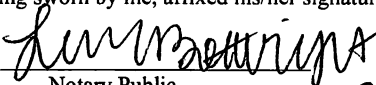
6/29/2022

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State of SC

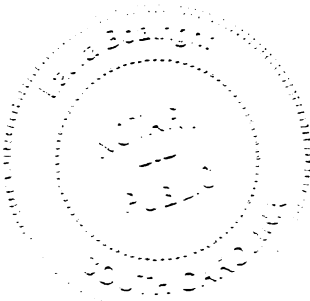
County of Richland

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Cory Hansford who after first being sworn by me, affixed his/her signature in the space provided above on this 29 day of June, 2022

Attest: 
Notary Public
My commission expires: 12/15/2031

(Notary Seal)

This document must be completed and returned with your Submittal



Conflict of Interest Disclosure Form

I HEREBY CERTIFY that

2. I (*printed name*) Cory Hansford am the
(*title*) Owner and the duly authorized representative of the "VENDOR" of
(*"VENDOR" Name*) Midlands Pressure Wash Services, LLC whose address is
765 Moonsail Circle, Chapin, SC 29036
, and that I possess the legal authority to make this affidavit on behalf of myself and the
"VENDOR" for which I am acting; and,

2. Except as listed below, no employee, officer, or agent of the "VENDOR" have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,

3. This bid proposal is made without prior understanding, agreement, or connection with any corporation, "VENDOR", or person submitting a bid proposal for the same services and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

Signature: _____

Printed Name: Cory Hansford

"VENDOR" Name: Midlands pressure wash services

Date: 6/29/2022

State of South Carolina

County of Richland

Sworn to and subscribed before me this 29 day of June 2022

Personally Known ☒

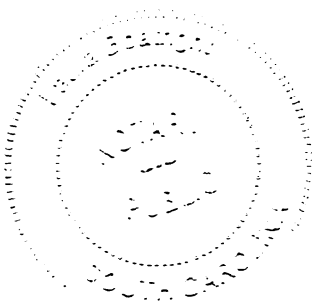
OR Produced Identification _____, Type of Identification _____

My Commission Expires 12/15/2031

Laura Boatright
Notary Public, State of South Carolina
My Commission Expires December 15, 2031

(Printed, typed, or stamped commissioned name of notary)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSALS PACKAGE



FORM 1

“VENDOR” PROFILE

Submitted by (*Company Name*): Midlands Pressure Wash Services, LLC

Corporation	Partnership	Individual ^X	Joint Venture
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Other Describe:

Florida Contractor License Number:

Expiration Date:

Office Location: 10019 Broad River Road, Irmo, SC 29063 and 765 Moonsail Circle, Chapin, SC 29036

Number of people in your organization: 1

Length of time the Contractor has been doing business under this name in Florida: 4 years

Length of time your firm has provided services to governmental clients: 5 years

Under what other name(s) has your firm operated:

Has or is your firm currently involved in any formal court proceedings regarding any of your contracts?

YES (*attach a detailed explanation*)

^X
NO

FORM 2

- A. Instructions: Please indicate the cost:
 B. All prices submitted are to be listed below. Prices quoted should be in unit of measure shown.
 C. Any quantity listed **IS** not a guarantee, but solely an estimate of anticipated usage.

APPENDIX A: BID FORM
CITY OF WILDWOOD, FLORIDA

Pressure Washing Services

We, the undersigned, agree to provide Pressure Washing Services to the City of Wildwood for a period of three (3) years, with the possibility of two (2) 12-month extensions, to meet conditions set forth in the specifications and instructions to bidders.

Bid Sheet (City / P.W. Facilities)

All Pricing on this form should include everything needed to reach finished product. Equipment, labor, supplies, water, etc.

Item No.	Buildings	Sq. Footage (approximate)	Fixed Cost	Frequency of Cleaning (approximate)	Cost Based on Frequency of Cleaning
1	City Hall	10,744	\$1,000.00	Yearly	\$1,000.00
2	City Hall Annex	2,944	\$300.00	Yearly	\$300.00
3	MSC Buildings (New Construction 2022)	26,216	\$2,500.00	Yearly	\$2,500.00
4	Public Works	6,042	\$600.00	Yearly	\$600.00
5	Community Center Building - 1st Floor	12,059	\$1,200.00	Yearly	\$1,200.00
6	Community Center Building - 2nd Floor	3,015	\$300.00	Yearly	\$300.00
7	Police Department	13,748	\$1,200.00	Yearly	\$1,200.00
8	Fleet Services	3,305	\$300.00	Yearly	\$300.00
9	Millennium Park Concession- 1st Floor	2,957	\$250.00	Yearly	\$250.00
10	Millennium Park Concession - 2nd Floor	784	\$100.00	Yearly	\$100.00
11	Millennium Park - Out Buildings	1,824	\$180.00	Yearly	\$180.00
12	610 Jackson Street	3,967	\$300.00	Yearly	\$300.00
				TOTAL COST:	\$8,230.00

Bid

Alternate pricing for vertical cleaning per square foot for any items not identified in the RFP.	As needed	.20	Yearly	.20
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	Sidewalk Locations	Sq. Footage (approximate)	Fixed Cost	Frequency of Cleaning (approximate)	Cost Based on Frequency of Cleaning
1	City Hall	29,488	\$4,000.00	Yearly	\$4,000.00
2	City Hall Annex	541	\$150.00	Yearly	\$150.00
3	MSC Building (New Construction 2022)	12,145	\$1,500.00	Yearly	\$1,500.00
4	Public Works	4,322	\$700.00	Yearly	\$700.00
5	Community Center Building	12,585	\$1,500.00	Yearly	\$1,500.00
6	Police Department	9,872	\$1,500.00	Yearly	\$1,500.00
7	Fleet Services	232	\$100.00	Yearly	\$100.00
8	Millennium Park	903	\$225.00	Yearly	\$225.00
9	MLK Park - Out Buildings	10,826	\$1,500.00	Yearly	\$1,500.00
10	610 Jackson Street	587	\$150.00	Yearly	\$150.00
				TOTAL COST:	\$11,325.00

***Alternate Bid**

Alternate pricing for horizontal cleaning per square foot for any items not identified in the RFP.	As needed	.25	Yearly	.25
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Please state any costs that will not be included in cleaning cost or extra items that will be charged for.

Description	Cost

Bid Sheet (Utility Division)

All Pricing on this form should include everything needed to reach finished product. Equipment, labor, supplies, water, etc.

Item No.	Buildings	Sq. Footage (approximate)	Fixed Cost	Frequency of Cleaning (approximate)	Cost Based on Frequency of Cleaning
1	Ashley WTP	607	\$100.00	Yearly	\$100.00
2	Continental CC WTP #1	472	\$100.00	Yearly	\$100.00
3	Continental CC WTP #2	426	\$100.00	Yearly	\$100.00
4	CR 214 WTP	1,694	\$160.00	Yearly	\$160.00
5	CR 501 (Marsh Bend) WTP	2,877	\$280.00	Yearly	\$280.00
6	Fairways WTP	826	\$100.00	Yearly	\$100.00
7	Huey Street WTP	1,731	\$150.00	Yearly	\$150.00
8	Oxford WTP	6,311	\$600.00	Yearly	\$600.00
9	Wastewater Treatment Plant	8,110	\$800.00	Yearly	\$800.00
				TOTAL COST:	\$2,390.00

Bid

Alternate pricing for horizontal cleaning per square foot for any items not identified in the RFP.	As needed	.20	Yearly	.20
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	Sidewalk Locations	Sq. Footage (approximate)	Fixed Cost	Frequency of Cleaning (approximate)	Cost Based on Frequency of Cleaning
1	Ashley WTP	306	\$100.00	Yearly	\$100.00
2	CR 214 WTP	491	\$100.00	Yearly	\$100.00
3	CR 501 (Marsh Bend) WTP	356	\$100.00	Yearly	\$100.00
4	Huey Street WTP	428	\$100.00	Yearly	\$100.00
5	Oxford WTP	2,393	\$600.00	Yearly	\$600.00
6	Wastewater Treatment Plant	8,257	\$2,100.00	Yearly	\$2,100.00
				TOTAL COST:	\$3,100.00

***Alternate Bid**

Alternate pricing for horizontal cleaning per square foot for any items not identified in the RFP.	As needed	.25	Yearly	.25
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<i>Please state any costs that will not be included in cleaning cost or extra items that will be charged for.</i>	
Description	Cost

PLEASE ATTACH a separate page to bid response: list of cleaning products that will be used (along with MSDS sheets), list of equipment owned, and proposed method of gray water collection.

I have carefully prepared this Bid from contact documents described above, I have full authority to make such statements and submit this Bid in (my) (its) (their) behalf, and all statements are true and correct.

ILLUSTRATIVE WORK

Work by "VENDOR" best illustrates current proposals relevant to the RFP that have been/is being accomplished by personnel that shall be assigned to the "CITY". List no more than five (5) projects.

<u>Project Name & Location</u> Please find detailed reference list attached.		Client's Name & Address
<u>Project Manager:</u>		
Completion Date (Actual or Estimated):		
Contractor Fees (In Thousands)		<u>Client Contact Name, Title, Email Address and Telephone Number:</u>
Entire Project: \$	Work for which "VENDOR" was/is responsible: \$	
<u>Scope of Entire Project</u> (Please give quantitative indications wherever possible)		
<u>Nature of "VENDOR"'s Responsibility in Project</u> (Please give quantitative indications wherever possible)		
<u>"VENDOR"'s Personnel (Name/Project Assignment) That Worked on the Stated Project that Shall Be Assigned to the "CITY"'s Project</u>		

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Millennium Park Phase II Engineering and Architectural Services Agreement in the Amount of \$398,750

REQUESTED ACTION: Staff recommends approval.

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

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

CPH, LLC has provided an engineering and architectural services agreement to complete Phase II of the Millennium Park Master Plan. The proposed agreement is based on the City's existing continuing services agreement. CPH was previously authorized to perform the engineering and construction designs for Millennium Park Phase I and is currently performing those specific tasks to complete the design and construction documents.

The proposed Phase II services will include the required data acquisition, design, permitting, bidding assistance, and construction support to complete the planned improvements. The improvements will consist of two (2) softball fields, two (2) soccer fields, two (2) tennis courts, one (1) pre-engineered building (airitorium) for two (2) covered basketball courts, a food truck parking area, a pre-fabricated concession stand/restroom building, a racquetball area, a right turn lane improvement to existing access along Powell Road, and associated utilities.

The costs for the identified Phase II services in the amount of \$398,750 are budgeted and will be funded through line item 301-572-60-6302.

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CPH, LLC
AND
CITY OF WILDWOOD
FOR
ENGINEERING AND ARCHITECTURAL SERVICES
OF
MILLENNIUM PARK, PHASE 2 IMPROVEMENTS
IN
WILDWOOD, FLORIDA**



JULY 6th, 2022

The following scope of services and associated compensation are based on work to be performed by CPH, LLC, herein after called “CPH” for the Millennium Park, Phase 2 Improvements, for the City of Wildwood herein after called the “CLIENT”. The proposed work is to be performed within the terms and conditions of the current continuing services agreement between CPH and the City of Wildwood, dated April 8, 2019 (extended on March 9, 2022).

PART I

PROJECT DESCRIPTION

The purpose of this Scope of Work is for the data acquisition, design, permitting, bidding assistance and limited construction support for the City of Wildwood for the Millennium Park, Phase 2 Improvements in general conformance with the CLIENT approved, October 15th, 2020 Master Plan and Capital Plan prepared by CPH (See Master Plan - Exhibit A). The Phase 2 improvements consist of two (2) softball fields, two (2) soccer fields, two (2) tennis courts, one (1) pre-engineered building (airitorium) for two (2) covered basketball courts, one (1) food truck parking area, one (1) pre-fabricated concession stand/restroom building (CLIENT to provide), one (1) racquetball area, one (1) right turn lane improvement to existing access along Powell Road and associated utilities (See Phase 1 – Phase 2 Plan – Exhibit B).

At this time, the CLIENT has requested CPH to prepare a proposal for Design, Permitting and Bidding services. A detailed description of the proposed Scope of Services is provided in Exhibits C-G of this Agreement.

CPH is currently working on the Phase 1 improvement design. This Phase 1 design is at the 60% design level. The CLIENT requested CPH to prepare this proposal to move forward with the Phase 2 portion of the project and go under permitting and construction with the two (2) phases as one project.

CLIENT-FURNISHED INFORMATION

It is understood that CPH will perform services under the sole direction of the CLIENT. The CLIENT shall guarantee access to and make provisions for CPH to enter private lands as required by CPH to perform their work under this Agreement. The CLIENT shall provide CPH with project-related information including, but not limited to, the following:

- Project size, location, identification number, and building program.
- Master plan or development plans for the overall project.
- Property Boundary Survey
- Specific Project Topography
- Current title commitment and deed documents.
- Any other pertinent information concerning this project to which the CITY may have access.
- Payment of all required fees including, but not limited to, application fees, impact fees, permit fees, re-submittal fees, etc.

CPH will rely upon the accuracy and completeness of CLIENT-furnished information in connection with the performance of services under this Agreement. CPH will notify CLIENT if information provided is not sufficient. If it is determined CPH must reproduce, organize or spend time amending information provided by CLIENT so that it can be appropriately utilized, an amendment to this contract and additional fee will be required.

CPH will begin performance of the above services upon receipt of the executed contract.

COMPENSATION

Labor

CPH will perform the Scope of Services contained in this Agreement as identified on each task, either Lump Sum or Hourly. Refer to the Standard Hourly Rate Schedule to be utilized on this project. The following is the breakdown of fees for each task. Tasks that are identified as Hourly have been provided an 'Upset Limit' (USL) budget. The CLIENT will be informed when the services are about to exceed this limit.

Phase Description	Billing Method	Fee
EXHIBIT C – CIVIL		
CIV-1.0 Limited Due Diligence / Schematic Design	Lump Sum	\$ 9,500
CIV-2.0 Site Design & Permitting		
CIV-2.1 Preliminary Design	Lump Sum	\$ 60,000
CIV-2.2 CD Design & Preparation	Lump Sum	\$ 42,500
CIV-2.3 Permitting	Lump Sum	\$ 17,500
CIV-3.0 Geotechnical Investigation	Lump Sum	\$ 3,000
CIV-4.0 Phase I/II/III ESA		Not Included
CIV-5.0 Bidding Assistance	Lump Sum	\$ 6,500
CIV-6.0 Construction Support Services	Lump Sum	\$ 30,000
EXHIBIT D - LANDSCAPE ARCHITECTURE		
LAND-1.1 Tree Protection and Mitigation Drawings	Lump Sum	\$ 3,400
LAND-1.2 Design Dev. Hardscape Drawings (60%)	Lump Sum	\$ 11,270
LAND-1.3 Construction Hardscape Drawings (100%)	Lump Sum	\$ 17,720
LAND-1.4 Preliminary Landscape Drawings	Lump Sum	\$ 16,480
LAND-1.5 Final Landscape Drawings	Lump Sum	\$ 10,920
LAND-1.6 Irrigation Drawings	Lump Sum	\$ 19,260
LAND-1.7 Construction Support Services	Lump Sum	\$ 15,000
EXHIBIT E - ARCHITECTURAL		
ARCH-1.0 Design Intent	Lump Sum	\$ 3,000
ARCH-2.0 Design & Permitting		
ARCH-2.1 Schematic Design	Lump Sum	\$ 4,000
ARCH-2.2 Design Development	Lump Sum	\$ 6,000
ARCH-2.3 Construction Documents	Lump Sum	\$ 12,500
ARCH-2.4 Permitting	Lump Sum	\$ 2,500
ARCH-2.5 Construction Support Services.	Lump Sum	\$ 12,000
EXHIBIT F - MEP SCOPE OF SERVICES		
MEP-1.0 Design & Permitting		
MEP-1.1 Construction Documents	Lump Sum	\$ 58,200
MEP-1.2 Permitting	Lump Sum	\$ 3,200
MEP-2.0 Construction Support Services	Lump Sum	\$ 8,000

EXHIBIT G - STRUCTURAL SCOPE OF SERVICES**STR-1.0 Due Diligence & Design Intent**

STR-1.1 Jurisdictional Research	Lump Sum	\$ 2,000
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STR-2.0 Design & Permitting

STR-2.1 Schematic Design	Lump Sum	\$ 2,000
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STR-2.2 Design Development	Lump Sum	\$ 2,000
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STR-2.3 Construction Documents	Lump Sum	\$ 15,000
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STR-2.4 Permitting	Lump Sum	\$ 1,000
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STR-3.0 Construction Support Services	Lump Sum	\$ 4,000
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Should work be required in any other area not previously described, CPH will prepare a proposal or amendment, at the CLIENT's request, that contains the Scope of Services, fee, and schedule required to complete the additional work item.

Reimbursable Expenses

The fees are inclusive of sub-consultant services, without increase. Direct expenses are included. For the purposes of this proposal we have included up to an allotment of \$3,000 in direct expenses. If additional moneys are needed, the CLIENT will be notified and CPH will prepare a contract amendment.

CPH, LLC AUTHORIZATION

By:



Peter John F. Sutch, P.E.
President/CEO**CLIENT AUTHORIZATION**

By:

Signature_____
Printed Name

Title:

Date:

PART II

EXHIBIT A- APPROVED MASTER PLAN

EXHIBIT B- PHASE 1 - PHASE 2 PLAN

EXHIBIT C- CIVIL SCOPE OF SERVICES

EXHIBIT D- LANDSCAPE SCOPE OF SERVICES

EXHIBIT E- ARCHITECTURAL SCOPE OF SERVICES

EXHIBIT F- MEP SCOPE OF SERVICES

EXHIBIT G- STRUCTURAL SCOPE OF SERVICES

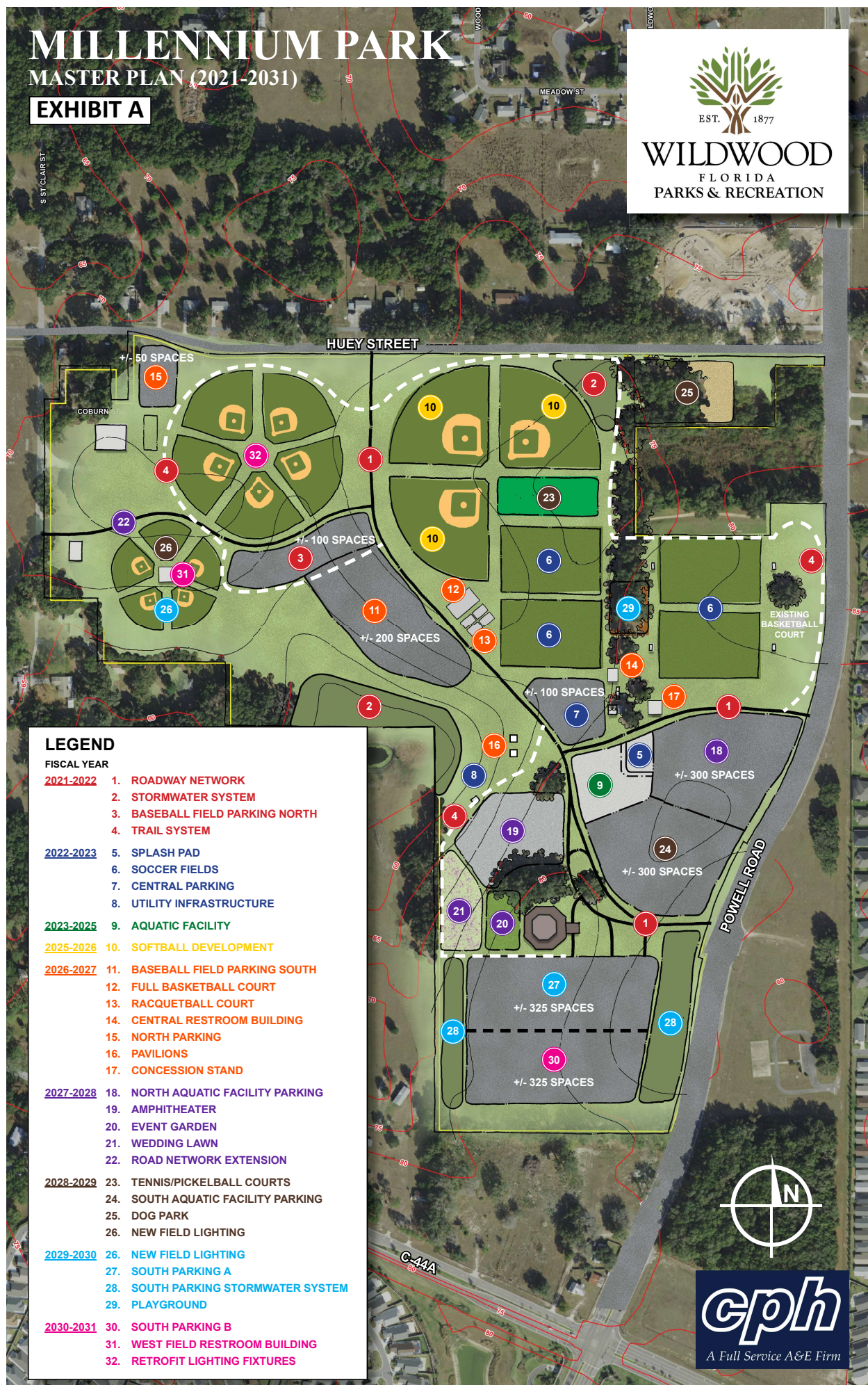
MILLENNIUM PARK

MASTER PLAN (2021-2031)

EXHIBIT A



WILDWOOD
FLORIDA
PARKS & RECREATION



LEGEND

FISCAL YEAR

- | | |
|------------------|-------------------------------------|
| 2021-2022 | 1. ROADWAY NETWORK |
| | 2. STORMWATER SYSTEM |
| | 3. BASEBALL FIELD PARKING NORTH |
| | 4. TRAIL SYSTEM |
| 2022-2023 | 5. SPLASH PAD |
| | 6. SOCCER FIELDS |
| | 7. CENTRAL PARKING |
| | 8. UTILITY INFRASTRUCTURE |
| 2023-2025 | 9. AQUATIC FACILITY |
| 2025-2026 | 10. SOFTBALL DEVELOPMENT |
| 2026-2027 | 11. BASEBALL FIELD PARKING SOUTH |
| | 12. FULL BASKETBALL COURT |
| | 13. RACQUETBALL COURT |
| | 14. CENTRAL RESTROOM BUILDING |
| | 15. NORTH PARKING |
| | 16. PAVILIONS |
| | 17. CONCESSION STAND |
| 2027-2028 | 18. NORTH AQUATIC FACILITY PARKING |
| | 19. AMPHITHEATER |
| | 20. EVENT GARDEN |
| | 21. WEDDING LAWN |
| | 22. ROAD NETWORK EXTENSION |
| 2028-2029 | 23. TENNIS/PICKELBALL COURTS |
| | 24. SOUTH AQUATIC FACILITY PARKING |
| | 25. DOG PARK |
| | 26. NEW FIELD LIGHTING |
| 2029-2030 | 26. NEW FIELD LIGHTING |
| | 27. SOUTH PARKING A |
| | 28. SOUTH PARKING STORMWATER SYSTEM |
| | 29. PLAYGROUND |
| 2030-2031 | 30. SOUTH PARKING B |
| | 31. WEST FIELD RESTROOM BUILDING |
| | 32. RETROFIT LIGHTING FIXTURES |



cph
A Full Service A/E Firm

EXHIBIT B: PHASE 1 - PHASE 2 PLAN



LEGEND:

- = PHASE 1 IMPROVEMENTS
- = PHASE 2 IMPROVEMENTS

EXHIBIT C - CIVIL SCOPE OF SERVICES

1.0 BASIC SERVICES

CIV 1.0 – LIMITED DUE DILIGENCE / SCHEMATIC DESIGN

CPH proposes to perform the following limited due diligence scope:

- CPH will prepare a conceptual site plan for the Phase 2 portion of the project.
- CPH will participate in one (1) meeting or conference call with the CLIENT to review Phase 2 development plan. CPH will revise the conceptual site plan based on CLIENT comments.
- CPH will prepare an Opinion of Probable Cost to be reviewed by the CLIENT for budgeting purposes.

CIV-2.0 - SITE DESIGN AND PERMITTING

CIV-2.1 – PRELIMINARY DESIGN / DESIGN DEVELOPMENT (60%):

CPH will prepare Preliminary Design Plans based on the CLIENT approved Conceptual Site Plan. The preliminary plans will be added to the Phase 1 set (60%) and will become one set which will include, but is not limited to, the following sheets:

- Cover Sheet
- General Notes and Specifications
- Boundary and Topographic Survey (by others)
- Sedimentation/Erosion Control Plans
- Sedimentation/Erosion Control Notes
- Site Dimension Plans
- Site Grading Plans
- Composite Utility Plans
- Right Turn Lane Plan
- Site Lighting (by others)
- General Detail
- Landscape Plans (scope as described below)
- Hardscape Plans (scope as described below)
- Irrigation Plans (scope as described below)

Plans will identify areas for future building expansion, pedestrian/vehicular circulation, fire apparatus access and delivery/refuse truck access, if required. Plans will be prepared considering zoning requirements of the AHJ and design criteria as provided by CLIENT.

- Stormwater will be handled by the proposed master stormwater pond, which was permitted by the Parkview developers (Parkview), for the majority of the site. The portion of the park draining to the master pond, will only be required to provide for water quality treatment. The remainder of the site will be required to provide for full stormwater management system complying with the City of Wildwood and the SWFWMD requirements.
- CPH to coordinate with the Parkview group for installation of the known stormwater pipes needed to serve the portion of the Park draining to the Master Stormwater pond which will be constructed by the Parkview development.
- It is assumed that Sumter County will not require a traffic study for the design of the proposed additional right turn lane along Powell Road. The turn lane design will be proposed to the same length of the existing right turn lane at the main entrance. If ROW dedication is required for the construction of this turn lane, it is assumed that the City of Wildwood will handle this dedication.
- CPH will prepare Technical Specifications and provide a preliminary Opinion of Probable Cost (OPC) for CLIENT review. The following will be submitted to the CLIENT for review in PDF format: 60% Construction Plans, Preliminary Stormwater Report, Technical Specifications, and OPC. Paper copies will be provided upon City's request.
- CPH will attend a meeting with the CLIENT to review the 60% plans, stormwater report, and specifications, if required. CPH will incorporate the comments from staff in the next submittal. Upon CLIENT approval of the 60% plans CPH will move to the next design phase.

CIV-2.2 - CONSTRUCTION DOCUMENTS DESIGN AND PREPARATION (100%)

Following approval of the Phase 1 and 2 Preliminary Design, CPH will prepare the Final Design Calculations, Site Construction Plans (Final Engineering Plans) and Site Construction Specifications as follows.

- Final Design Calculations will include:
 - Stormwater Management Pond Calculations for Water Quality, Rate Attenuation, and Recovery.
 - Stormwater Conveyance Hydraulic Grade Line Calculations.
 - Wastewater Generation Projections and Sanitary Sewer Pipe Hydraulic Calculations
- Site Construction Plans (Final Engineering Plans), per the list provided above.
- Final Engineering Plans will be prepared considering requirements of CLIENT, City of Wildwood, Sumter County (turn lane improvements), SWFWMD, and Florida Department of Environmental Protection (FDEP) for water and wastewater service.
- Stormwater analysis will be prepared for submittal to the City of Wildwood and SWFWMD considering the same assumptions noted above.
- CPH will design new domestic water service to the proposed structures. It is assumed a fire flow test will be conducted by the City Utility Department and the results will be provided to CPH.
- An onsite gravity sanitary sewer collection system capable of serving the structures will be designed. It is assumed that the existing lift station is capable of handling the proposed flows. If a lift station upgrade or forcemain resizing/rerouting is determined to be necessary, an additional fee will be required.
- It is assumed all required changes in grade will be accomplished by earth slopes. Design of retaining walls is not included as part of the scope of this contract. If it is determined that specifications or design of retaining walls is required, an amendment to this contract and additional fee will be required.
- Coordination with utility providers (power, telephone) to determine onsite utility service routes and inform them of the upcoming project will be conducted. It is assumed the onsite infrastructure for these utilities will be designed by the utility companies and provided to CPH. If during the design it is determined that utility locates/ soft digs are required to identify potential conflicts with existing utilities, CPH will notify CLIENT and request an amendment for the additional service.
- It is assumed that a traffic study or trip generation analysis will not be required by Sumter County for the Powell Road right turn lane improvement. If a traffic study or trip generation analysis is required, an amendment to this contract and additional fee will be required.
- It is assumed no offsite roadway improvements will be required in addition to the proposed turn lane along Powell Road. If additional roadway improvements and/or dedications are necessary, an amendment to this contract will be required.
- CPH will submit electronic copies of the 100% Plans, Specifications, Final Stormwater report, OPC and Bid Schedule to the CLIENT for review. Paper copies will be provided upon City's request. CADD files will be provided as part of this submittal, if required.
- CPH will attend a meeting with the CLIENT to review the 100% submittal package, if required. CPH will make necessary revisions to the 100% submittal package to incorporate the CLIENT comments and follow up coordination prior to bidding, if required.

Construction plans and calculations will be provided to CLIENT for review. Any changes to the assumptions stated herein or redesign following commencement of Site Construction Plan design or preparation that requires modifications to the final plans or calculations will be deemed an additional service and an amendment to the contract will be required.

CIV-2.3 - PERMITTING

The following applications and approval process are assumed to be required and included in the scope of this contract. Phases 1 and 2 will be submitted together as one project. CPH will prepare submittal applications and support data for the following actions/permits:

- City of Wildwood Site Plan
- SWFWMD – Environmental Resource Permit or Permit modification.

- Sumter County – Powell Road turn lane improvements
- FDEP Water and Sewer permits

Unless specifically noted in this contract, no Master Land Use Plan, Land Use Change, Rezoning, conditional use, special exception, dedication, development agreement, special approval or other variances/deviations are included in this task. If a Master Land Use Plan, special exception, Land Use Change, Rezoning, conditional use, dedication, development agreement, special approval or other variances/deviations are necessary, an amendment to the contract and additional fee will be required.

Scope assumes one (1) submittal of applications and supporting documents, and one (1) response to agency comments. CPH will coordinate the processing of the applications through the listed regulatory agencies including attendance at a limited number of meetings. This scope includes:

CPH will attend meetings or conference call with the CLIENT to discuss the project with key staff members and continue coordination on development of the construction documents. It is assumed up to three (3) additional calls.

CPH will coordinate the project with CLIENT and other assigned consultants including facilitation of project status calls, monitoring the scheduling of the consultants services in relation to project submittal milestones, and coordination of the various professional designs for uniformity of the designs.

If additional permits, meetings or hearings are required or other agencies are identified as having jurisdiction beyond those listed above, they will be deemed as an additional service and an amendment to the contract will be required.

Any modifications to the plans requested by the Regulatory Agencies required to comply with code that have not been discussed previously with CLIENT, will be addressed by CPH as part of these services. Any modifications requested that are not code issues or are code issues that CLIENT was aware of will be addressed as an additional service.

Fee does not include reviewing, preparing, negotiating or submitting other documents or exhibits including, but not limited to, impact fees, lease, purchase agreement, private development agreement, dedications, and Easements, Covenants, and Restrictions. These services will be provided for an additional fee if requested.

CIV-3.0 - GEOTECHNICAL INVESTIGATION (SUBCONSULTANT ALLOWANCE)

It is assumed CPH will identify a qualified geotechnical consultant for preparation of a geotechnical investigation of the proposed site improvements. The geotechnical consultant will provide retention pond/swales design parameters (as required), slope stability analysis, retaining, pavement design recommendations, site preparation specifications, and relevant general specifications regarding earthwork/pavement. CPH will rely on geotechnical investigation for the design.

As part of the site design, CPH will coordinate the proposed location of borings for the Phase 2 Improvements with the selected geotechnical consultant and review the final geotechnical report for the design. In addition, CPH will coordinate with the CLIENT and the geotechnical consultant if additional testing will be required during the site design development process. It is assumed that boring locations will be collected by a surveyor (CLIENT to provide).

A \$3,000 fee shall be budgeted for the Phase 2 geotechnical investigation as \$5,390 was used for the Phase 1 \$10,000 allowance.

CIV-4.0 - PHASE I/II/III ENVIRONMENTAL SITE ASSESSMENT

It is assumed CLIENT will identify and hire a qualified environmental consultant for preparation of any required Environmental Site Assessments (Phase I/II/III) and to assist CPH in determining any limitations to design and construction due to existing Recognized Environmental Conditions. It is assumed environmental consultant will coordinate with environmental legal counsel and CPH as may be necessary.

CIV-5.0 - BIDDING ASSISTANCE

CPH will prepare the Contract Documents for the Phase 1 and 2 project (including all disciplines) and submit to the CLIENT for review prior to finalization of the Contract Documents. Upon completion of the Contract Documents and at the direction of the CLIENT, CPH will assist the City in the bidding process by preparing the bidding package, advertising the bids, responding to the bid questions in coordination with the City, preparing and issuing addenda, attendance at one (1) Pre-Bid Meeting and assist the City in a bid selection, if required.

CIV – 6.0 CONSTRUCTION SUPPORT SERVICES

Construction observation scope consists of attendance at a pre-construction meeting on-site, review and respond to a reasonable number of contractor's RFI, review and approval of shop drawings, assisting the CLIENT with the review and approval of contractor's monthly pay applications, and limited inspections for required City of Wildwood and SWFWMD construction certifications. It is assumed that Phases 1 and 2 will be constructed at the same time.

2.0 COST AND COMPENSATION

Services under Basic Services, Tasks CIV 1.0 through 6.0 will be provided on an hourly or a fixed fee basis in accordance with the table below.

Task #	Task Name	Fee Type	Fee
CIV-1.0	Limited Due Diligence / Schematic Design	Lump Sum	\$9,500
CIV-2.0	Site Design & Permitting		
CIV-2.1	Preliminary Design	Lump Sum	\$60,000
CIV-2.2	CD Design & Preparation	Lump Sum	\$42,500
CIV-2.3	Permitting	Lump Sum	\$17,500
CIV-3.0	Geotechnical	Lump Sum	\$3,000
CIV-4.0	Phase I/II/III ESA & Coordination		Not Included
CIV-5.0	Bidding Assistance	Lump Sum	\$6,500
CIV-6.0	Construction Support Services	Lump Sum	\$30,000
TOTAL		Lump Sum	\$169,000

3.0 SERVICES NOT INCLUDED

The following services are not included in this Agreement at this time:

- Environmental Site Assessment studies and surveys.
- Off-site utility extension analysis and design.
- Off-site storm water analysis and design.
- Off-site roadway or intersection design and production with the exception of the proposed turn lane on Powell Road.
- Expediting the review process of the permits identified herein.
- Meetings with agencies, other consultants or CLIENT not described in the Scope of Services.
- Special requests by lending institutions or other parties not described in the Scope of Services.
- Assistance with lease negotiation, exhibits, analysis and easements, covenants and restriction documents.
- Pool/Splash Pad design and permitting.
- Permitting efforts relating to obtaining conditional use, special exception, variances or other approvals not described in the Scope of Services.
- Signalization design.
- Services resulting from changes made by CLIENT following the completion of specific project tasks that require re-work by CPH.

- Color Renderings.
- Site Signage Design.
- Lift station and forcemain design.
- Preparation of Impact Fee estimates.
- Expert witness for litigation.
- Construction staking.
- Fire Flow Testing.
- Easement or Right-of-way vacation or dedication services.
- Traffic Studies or Trip Generation Analyses.
- Wetlands Permitting.
- Flood Plain Analyses.
- Preparation of as-built drawings.
- Any permits not identified herein.

EXHIBIT D - LANDSCAPE ARCHITECTURE SCOPE OF SERVICES

1.0 BASIC SERVICES

LAND-1.0 - DESIGN

LAND-1.1 – TREE PROTECTION AND MITIGATION DRAWINGS

CPH landscape architects will prepare a tree protection and mitigation plan in accordance with Local Ordinances based on available tree survey and data provided by others. The plan will show trees to remain and trees to be removed. The plan will also show calculations for tree replacement and or mitigation requirements.

LAND-1.2 – DESIGN DEVELOPMENT HARDSCAPE DRAWINGS (60%)

Upon approval of the preliminary civil site plan (30%) by the CLIENT, CPH Landscape Architects will prepare design development hardscape drawings for the site plan amenities. The hardscape drawings, will be designed in compliance with the City of Wildwood's design criteria and themes. The drawings will incorporate park wayfinding signage design, site furniture, sport field fence options, bleacher selections, basketball goals, and tennis nets and perimeter fence. Site furnishings include; benches, trash/ash receptacles, and bike racks. The design development hardscape drawings include plan drawings of the proposed amenities, elevations of proposed wayfinding signage and manufacturer cut sheets to present design, material and color options to the City for selection into the final construction hardscape drawing set. The scope of work in this phase will include the preparation of an estimate of probable cost.

LAND-1.3 – CONSTRUCTION HARDSCAPE DRAWINGS (100%)

Upon approval of the Design Development Hardscape Drawings (60%) by the Client, and receipt of the CLIENT's preferred amenity options, CPH Landscape Architects will prepare construction hardscape drawings for the approved hardscape amenities. The construction drawings include plan drawings of the proposed amenities, a schedule of hardscape elements, with quantities, finishes and manufacturer contact information. The drawing will also include product cut sheets and or details with item specifications. The scope of work in this phase will include the preparation and submittal of an estimate of probable cost.

LAND-1.4 – PRELIMINARY LANDSCAPE DRAWINGS

CPH will prepare a preliminary landscape plan for buffers, and open space. The preliminary landscape plan will be designed in compliance with CLIENT's design criteria and phase 1 design theme. CPH will coordinate closely with the City staff before and during this phase. The scope of work also includes recommendations and draft specifications for athletic field turf and soil specifications, including softball field infield mix. CPH will rely on the City to provide agricultural soil tests for all athletic field locations. The plan will be drawn to scale over the base provided by the CLIENT and will indicate design intent, but not be at the construction document level. Plant types and descriptions will be identified but not plant quantities. The scope of work in this phase will include the preparation and submittal of an estimate of probable cost.

LAND-1.5 – FINAL LANDSCAPE DRAWINGS

Upon CLIENT's approval of the Preliminary Landscape Plan, and authorization to proceed, CPH will prepare a Final Landscape Plan that will be a refined drawing of the preliminary landscape plan that is responsive to review comments from the City staff. This drawing will be a construction document and include a plant list with plant names, quantity and description, planting details and general notes regarding implementation requirements. The scope of work includes final recommendations and specifications for athletic field turf and soil specifications, including softball field infield mix. The scope of work in this phase will include the preparation and submittal of an estimate of probable cost.

LAND-1.6 – IRRIGATION DRAWINGS

Pursuant to CLIENT's approval of the 60% Preliminary Landscape Drawings, CPH will prepare an irrigation drawing for an automatic irrigation system that responds to the requirements of the landscape design, phase 1 irrigation design and the CLIENT's design criteria. This drawing will be a construction document and include a materials list, watering schedule, irrigation details and general notes regarding

implementation requirements. Scope includes one (1) site visit to familiarize ourselves with the existing well irrigation system. Final irrigation design will operate with either irrigation well water or future reclaim water, as needed.

LAND-1.7 – CONSTRUCTION SUPPORT SERVICES

It is our understanding that Phases 1 and 2 will be constructed at the same time. Construction support services scope consists of review and respond to a reasonable number of contractor's RFI, review and approval of shop drawings, and limited site visits to certify the landscape installation and tree preservation.

For purposes of this proposal, no more than two (2) onsite visits/ meetings are included within this scope. Should additional meetings, site observations, as-built coordination with the municipality, change order plan re-calculation, post-approval phasing, or extensive contractor coordination be required over and above visit scheduling and the day of site walk, they will be handled as additional services and an amendment to this contract will be required.

2.0 COST & COMPENSATION

Services under Basic Services will be provided on an hourly or a fixed fee basis in accordance with the table below:

Task #	Task Name	Fee Type	Fee
LAND-1.1	Tree Protection and Mitigation Drawings	Lump Sum	\$3,400
LAND-1.2	Design Development Hardscape Drawings (60%)	Lump Sum	\$11,270
LAND-1.3	Construction Hardscape Drawings (100%)	Lump Sum	\$17,720
LAND-1.4	Preliminary Landscape Drawings	Lump Sum	\$16,480
LAND-1.5	Final Landscape Drawings	Lump Sum	\$10,920
LAND-1.6	Irrigation Drawings	Lump Sum	\$19,260
LAND-1.7	Construction Support Services	Lump Sum	\$15,000
TOTAL		Lump Sum	\$94,050

3.0 SERVICES NOT INCLUDED

The following services are not included in this Agreement at this time:

- More than one (1) RAI per government agency
- Agricultural soil testing for athletic fields
- CLIENT requested or any other changes to the site plan originally provided to the Landscape Architect for fee proposal.
- Color Perspectives or Plan Renderings
- Tree Survey
- Any major deviation from the approved preliminary landscape plan will be completed as an additional service.
- As-Built Drawings

EXHIBIT E - ARCHITECTURAL SCOPE OF SERVICES

1.0 BASIC SERVICES

ARCH-1.0 – DESIGN INTENT

CPH shall provide the design of a proposed airitorium. This pre-engineered metal building structure will be open sided on all four sides. Approximate dimensions shall be 114'0" x 192'-0". It will be a "clear" span structure. Eave heights will be in the range of 24 feet tall. A reinforced poured in place concrete slab on grade shall be designed for proper foundation support. The concrete floor shall have painted lines as required for the layout of two full size basketball courts and shall be outlined on a dimensioned plan. Roof suspended ceiling fans and basketball hoops shall be included in the details.

ARCH-2.0 – DESIGN & PERMITTING

ARCH-2.1 - SCHEMATIC DESIGN

Following CLIENT approval of the conceptual floor plan, CPH shall prepare Schematic Design (15%) drawings. Drawing package shall include a cover sheet, drawing index, and the following information:

- Floor plans, denoting spaces for bleachers and basketball court layouts.
- Elevations of major building facades showing fenestration and materials.
- Elevations of major interior spaces.
- Building sections as necessary for confirming adequate space for structural, basketball hoop and ceiling fans.
- Floor-to-floor and other critical dimensions.
- Labeling of most important spaces.
- Labeling of floor and roof elevations.

CPH shall submit a table of contents of specifications anticipated for the final design with the schematic design submittal formatted and numbered in accordance with the most current CSI Master Format.

ARCH 2.2 - DESIGN DEVELOPMENT

Following review and approval of Schematic Design package by CLIENT, CPH shall prepare Design Development (30%) drawings. Design development finalizes the selection of all systems with respect to type, size, and other material characteristics. Systems include structural, mechanical and electrical.

The 30% design development drawing package shall at minimum have a cover sheet, drawing index, and the following information.

- Building floor plans labeling and dimensioning of court layouts.
- Building reflected ceiling plans showing delineated spaces with ceiling heights, materials and lighting fixtures labeled and ceiling fan locations.
- Building roof plans showing drainage design.
- Elevations.
- Interior elevations.
- One longitudinal and one transverse section building showing floor-to-floor dimensions and ceiling heights.
 - Bleacher layout.

CPH shall submit an outline of specifications for all sections applicable to the project using the most current CSI format. Submitted outline specifications shall identify products selected for the project and include general coordination and execution requirements for each discipline.

ARCH 2.3 – CONSTRUCTION DOCUMENTS

Following CLIENT approval of the Design Development package by CLIENT, CPH shall prepare Construction Documents. Final construction drawings shall address design review comments received from CLIENT from Design Development. Construction documents shall include the following information:

- Floor plans denoting all spaces and dimensions.

- Roof plans showing slopes, gutters and down spouts.
- Exterior elevations.
- Interior elevations.
- Building sections showing intended height clearances of roof structure.

CPH shall prepare construction documents calculations for each relevant discipline and include all components and elements required for the satisfactory execution and completion of construction work.

CPH shall prepare a full set of completed and coordinated specifications in latest CSI Master Spec format including:

- Division 01: General Requirements.
- Division 02 through Division 33: All other Technical Specification Sections as applicable.

Specifications shall be closely coordinated with drawings and address all work as applicable to the project and include relevant specification sections. The final set of specifications shall be sealed and signed by the appropriate Professional of Record.

ARCH-2.4 – PERMITTING

CPH shall provide signed and sealed Building Permit Submittals, which may include plans, specifications and / or calculations. Permitting Phase shall include responding to two (2) rounds of comments from Building Department. It is assumed the awarded contractor shall process application and submittal for permitting.

Any meetings beyond those included in the contract will be handled as additional service, and billed in accordance with our Standard Hourly Rates. The contractor will be financially responsible for any application or filing fee required by the agencies.

Any modifications to the plans requested by the Regulatory Agencies pertaining to the design required to meet code will be addressed by CPH as part of these services. Any modifications requested that are not code issues, or modifications requested by the CLIENT will be addressed as additional services and an amendment to this contract will be required. Any other permits that may arise during the design or review process, and not included in the scope of this contract, will be handled as additional services and an amendment to this contract will be required.

ARCH 2.5 – CONSTRUCTION SUPPORT SERVICES

After the bidding phase, the architect may provide limited Construction Support Services throughout the construction phase of the project as outlined in the fee for this project. These services include up to five (5) on-site observations and coordination with the CLIENT's contractor, clarification of construction documents, review/respond to contractor's RFI, provide supplemental drawings and specifications, and review contractor's submittals (shop drawings) only for general conformance with design concept of the project.

3.0 COST AND COMPENSATION

Services under Basic Services will be provided on an hourly or a fixed fee basis in accordance with the table below.

Task #	Task Name	Fee Type	Fee
ARCH-1.0	Design Intent	Lump Sum	\$3,000
ARCH-2.0	Design and Permitting		
ARCH-2.1	Schematic Design	Lump Sum	\$4,000
ARCH-2.2	Design Development	Lump Sum	\$6,000
ARCH-2.3	Construction Documents	Lump Sum	\$12,500
ARCH-2.4	Permitting	Lump Sum	\$2,500
ARCH-2.5	Construction Support Services	Lump Sum	\$12,000
TOTAL		Lump Sum	\$40,000

4.0 SERVICES NOT INCLUDED

The following services are not anticipated and, therefore, not included in this Agreement at this time:

- 3D colored renderings.
- Sustainable Building Design, Criteria and Certification (LEED etc.).
- Any permits not identified herein.
- Fire Sprinkler and Fire Alarm System design and documentation
- Meetings except those meetings specifically identified in the above Scope of Work.
- Special requests by lending institutions or other parties.
- Design and permitting efforts relating to obtaining variances.
- Design of hardscape features including but not limited to structures, fountains, lighting, special paving, or signage.
- Bidding services and Construction Administration other than those specifically noted in scope.
- Any other issues not specifically described in this proposal.

EXHIBIT F – MECHANICAL, ELECTRICAL & PLUMBING (MEP) SCOPE OF SERVICES

1.0 BASIC SERVICES

In general, the MEP portion of this phase of the project includes the following:

- Coordination with the sports field lighting vendor (MUSCO) to provide power to lighting that they are supplying
- Site lighting for areas not covered by MUSCO's scope or the roadway / parking lot lighting already designed by the utility
- 120V power feeds to the roadway / parking lot lighting poles for convenience receptacles
- Electrical connections for the food truck area
- MEP for concession / restroom buildings
- MEP for covered basketball and open tennis courts to include lighting, fans under the canopy, convenience receptacles, and water fountains
- MEP for pavilion structures set up
- Spare conduit or duct runs across the roadway to be used for future electrical power runs across the roadway

MEP-1.0 – DESIGN & PERMITTING

MEP-1.1 – CONSTRUCTION DOCUMENTS

Following CLIENT approval of the Design Development package (60%) by CLIENT, CPH shall prepare Construction Documents. Final construction drawings shall address design review comments received from CLIENT from Design Development. Construction documents shall include the following information:

Plumbing Drawings:

- Floor plans, including layout and fixtures, equipment and piping.
- Riser diagrams for waste and vent lines.
- Riser diagrams for domestic cold and hot water lines.
- Plumbing fixture schedule.

Mechanical Drawings:

- Floor plans, including layout, equipment and ductwork.
- Roof plan showing all roof-mounted equipment and access to roof.
- Mechanical details including drawings of all mechanical equipment, ductwork, and piping, including access and service requirements in plan.
- Single line schematic flow and riser diagram(s) airflow quantities and balancing devices for all heating/cooling equipment; water flow quantities and balancing devices for all heating/cooling equipment; and flow/energy measuring devices for water and air systems for all cooling, heating, and terminal equipment.
- Schedules for equipment, including: chillers, boilers, pumps, air handling units, terminal units, cooling towers, and all equipment required for operations.
- Air balance relationships between spaces.

Electrical Drawings:

- Floor plans including dimensions, notes, and details.
- Lighting, power distribution, and communications raceway distribution.
- Single-line diagram of primary and secondary power distribution, including normal power, emergency power, and UPS.
- Site plan, indicating service locations, manholes, duct banks, inspection technology, surveillance equipment, and site lighting
- Schedules for switchgear, switchboards, motor control centers, panelboards, and unit substations.
- It is assumed upgrades to site utility service including the onsite transformers will be designed by

utility providers and supplied to CPH. Design of primary utility feeds to the site are not included in the scope of this contract

CPH shall prepare construction documents calculations for each relevant discipline and include all components and elements required for the satisfactory execution and completion of construction work.

CPH shall prepare a full set of completed and coordinated specifications in latest CSI Master Spec format including:

- Division 01: General Requirements.
- Division 02 through Division 33: All other Technical Specification Sections as applicable.
- Specifications shall be closely coordinated with drawings and address all work as applicable to the project and include relevant specification sections. The final set of specifications shall be sealed and signed by the appropriate Professional of Record.

MEP-1.2 – PERMITTING

CPH shall provide signed and sealed Building Permit Submittals, which may include plans, specifications and / or calculations. Permitting Phase shall include responding to one (1) round of comments from Building Department. It is assumed CLIENT will provide any required process information necessary for permitting, including plans, details, schedules, and specifications.

Any meetings beyond those included in the contract will be handled as additional service, and billed in accordance with our Standard Hourly Rates. The CLIENT will be financially responsible for any application or filing fee required by the agencies.

Any modifications to the plans requested by the Regulatory Agencies pertaining to the design required to meet code will be addressed by CPH as part of these services. Any modifications requested that are not code issues, or modifications requested by the CLIENT will be addressed as additional services and billed at the Standard Hourly Rates enclosed. Any other permits that may arise during the design or review process, and not included in the scope of this contract, will be handled as an additional service, and billed in accordance with our Standard Hourly Ra

MEP-2.0 – CONSTRUCTION SUPPORT SERVICES

After the bidding phase, the MEP team may provide limited Construction Support Services throughout the construction phase of the project as outlined in the fee for this project. These services include up to three (3) on-site observations and coordination with the CLIENT's contractor, clarification of construction documents, review/respond to contractor's RFI, provide supplemental drawings and specifications, and review contractor's submittals (shop drawings) only for general conformance with design concept of the project.

2.0 COST AND COMPENSATION

Services under Basic Services, will be provided on an hourly or a fixed fee basis in accordance with the table below.

Task #	Task Name	Fee Type	Fee
MEP-1.0	Design & Permitting		
MEP-1.1	Construction Documents	Lump Sum	58,200.00
MEP-1.2	Permitting	Lump Sum	3,200.00
MEP-2.0	Construction Support Services	Lump Sum	\$8,000
TOTAL		Lump Sum	\$69,400.00

3.0 SERVICES NOT INCLUDED

The following services are not anticipated and, therefore, not included in this Agreement at this time:

- Onsite and offsite utility extension design is not included in this proposal.
- Alternative Systems/Design Evaluation & Analysis is not included in this proposal.
- Any LEED-related reviews, designs and documentation are excluded from this proposal.
- Permit, plan review or AHJ inspection fees are excluded from this proposal.
- Any design for changes to site layout, floorplan or equipment after the commencement of MEP design is excluded from this proposal.
- Construction cost estimates are excluded from this proposal.
- Any telecommunications backbone / "front end" design (including, but not limited to telephone, internet, cable television, etc.), fire alarm or security alarm systems, and fire protection (sprinkler riser) design are excluded from this proposal.
- Any arc flash studies, energy use studies, etc. are excluded from this proposal.
- Meetings except those meetings specifically identified in the above Scope of Work.
- Special requests by lending institutions or other parties.
- Design and permitting efforts relating to obtaining variances.
- Bidding services and Construction Administration other than those specifically noted in scope.
- Any other issues not specifically described in this proposal.

EXHIBIT G - STRUCTURAL SCOPE OF SERVICES

1.0 BASIC SERVICES

Basic Services scope are for the racquet ball court new wall systems design, including foundation. Also the new basketball court enclosure building (Pre Engineered Metal Building) foundation design including calculations of building reactions.

STR-1.0 – DUE DILIGENCE & DESIGN INTENT

STR-1.1 – JURISDICTIONAL RESEARCH

CPH shall conduct jurisdictional research CLIENT with respect to Structural related items. CPH shall identify building code, design and technical issues that may affect CLIENT's proposed use.

CPH will coordinate with local Building staff to confirm jurisdictional requirements for the proposed improvements.

STR-2.0 – DESIGN & PERMITTING

Design Services scope are for the racquet ball court new wall systems design, including foundation. Also the new basketball court enclosure building (Pre Engineered Metal Building) foundation design including calculations of building reactions.

STR-2.1 - SCHEMATIC DESIGN

Following CLIENT approval of the conceptual floor plan, CPH shall prepare Schematic Design (15%) drawings. Drawing package shall include the following information:

- Demolition plans, if applicable.
- Framing plans of the proposed structural system showing foundations, concrete slabs and walls.

CPH shall prepare a Schematic Design narrative which will include a preliminary description of the concept solution selected to achieve the design objective, design issues, and assumptions. The schematic design narrative shall include discovered field conditions potentially affecting the work. The deliverable shall demonstrate how the schematic design complies with CLIENT requirements and applicable codes. CPH shall identify applicable building code requirements and possible compliance issues.

The narrative shall include schematic design calculations for the proposed structural approach including total load and capacity requirements.

STR-2.2 - DESIGN DEVELOPMENT

Following review and approval of Schematic Design package by CLIENT, CPH shall prepare Design Development (30%) drawings. Design development finalizes the selection of all systems with respect to type, size, and other material characteristics. Systems include structural, mechanical, fire protection, electrical, building envelope, interior construction, operational spaces and support spaces.

The 30% design development drawing package shall include the following information.

- Demolition plans, if applicable
- Framing plans of the proposed structural system showing foundations, concrete slabs and walls.
- Structural sections.
- Structural details.
- Structural schedules.

CPH shall prepare a design development narrative which will include the project approach, how the schematic design review comments received from CLIENT have been addressed, and how the design has been advanced since Schematic Design. The design development narrative shall include a statement confirming that the design complies with CLIENT requirements and applicable codes. The design development narrative shall include the following information as applicable:

- Description of recommended structural concept including choice of framing system including proposed foundation design; summary of special requirements resulting from applicable local codes; methods proposed for corrosion protection, if applicable.

STR-2.3 – CONSTRUCTION DOCUMENTS

Following CLIENT approval of the Design Development package by CLIENT, CPH shall prepare Construction Documents. Final construction drawings shall address design review comments received from CLIENT from Design Development. Construction documents shall include the following information:

- Demolition plans, if applicable.
- Structural construction drawings including Full dimensions, notes and details; load criteria for all floor live loads, roof live load, roof snow load, wind load, earthquake design data, and special. Live load reduction of the uniformly distributed floor live loads, if used in the design, shall be indicated; wind calculations, and building category, wind exposure, and internal pressure; seismic design criteria as required by code; soil bearing pressure and lateral earth pressure; properties of all basic building materials and list of codes and standards used.
- Schedules for foundations, columns, walls, beams, slabs, and decks, as applicable.
- Structural details, including Steel connections; and Anchorage of building system equipment and nonstructural building elements.

The construction documents narrative shall indicate how the design review comments received from the previous submission have been addressed. The construction documents narrative shall include the following information:

- A final code compliance statement.
- A final description of any deviation from the structural system as approved in the design development phase submittal.
- Description of special systems and how they are coordinated with relevant disciplines.

CPH shall prepare construction documents calculations for each relevant discipline and include all components and elements required for the satisfactory execution and completion of construction work.

STR-2.4 – PERMITTING

CPH shall provide signed and sealed Building Permit Submittals, which may include plans, specifications. Permitting Phase shall include responding to one (1) round of comments from Building Department. It is assumed CLIENT will provide any required process information necessary for permitting, including plans, details, schedules, and specifications.

Any meetings beyond those included in the contract will be handled as additional service, and billed in accordance with our Standard Hourly Rates. The CLIENT will be financially responsible for any application or filing fee required by the agencies.

Any modifications to the plans requested by the Regulatory Agencies pertaining to the design required to meet code will be addressed by CPH as part of these services. Any modifications requested that are not code issues, or modifications requested by the CLIENT will be addressed as additional services and billed at the Standard Hourly Rates enclosed. Any other permits that may arise during the design or review process, and not included in the scope of this contract, will be handled as an additional service, and billed in accordance with our Standard Hourly Rates.

STR-3.0 – CONSTRUCTION SUPPORT SERVICES

After the bidding phase, the structural team may provide limited Construction Support Services throughout the construction phase of the project as outlined in the fee for this project. These services include up to Three (3) on-site observations and coordination with the CLIENT's contractor, clarification of construction documents, review/respond to contractor's RFI, provide supplemental drawings and specifications, and

review contractor's submittals (shop drawings) only for general conformance with design concept of the project.

2.0 COST AND COMPENSATION

Services under Basic Services, will be provided on an hourly or a fixed fee basis in accordance with the table below.

Task #	Task Name	Fee Type	Fee
STR-1.0	Due Diligence & Design Intent		
STR-1.1	Jurisdictional Research	Lump Sum	\$2,000
STR-2.0	Design & Permitting		
STR-2.1	Schematic Design	Lump Sum	\$2,000
STR-2.2	Design Development	Lump Sum	\$2,000
STR-2.3	Construction Documents	Lump Sum	\$15,000
STR-2.4	Permitting	Lump Sum	\$1,000
STR-3.0	Construction Support Services	Lump Sum	\$4,000
TOTAL		Lump Sum	\$26,000.00

3.0 SERVICES NOT INCLUDED

The following services are not anticipated and, therefore, not included in this Agreement at this time:

- 3D colored renderings.
- Conceptual Design.
- Sustainable Building Design, Criteria and Certification (LEED etc.).
- Project Manual, including general conditions, bid instructions etc.
- Any permits not identified herein.
- Fire Sprinkler and Fire Alarm System design and documentation (Criteria plans will be provided by CPH.).
- Meetings except those meetings specifically identified in the above Scope of Work.
- Special requests by lending institutions or other parties.
- Design and permitting efforts relating to obtaining variances.
- Design of hardscape features including but not limited to structures, fountains, lighting, special paving, or signage.
- Bidding services and Construction Administration other than those specifically noted in scope.
- Any other issues not specifically described in this proposal.

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: Request Special Called Meeting for July 18, 2022 at 9am

REQUESTED ACTION: Staff recommends approval.

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

The City Manager is requesting the first budget meeting be set for July 18, 2022 at 9am.

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: HR Quarterly Report April through June 2022

REQUESTED ACTION: For informational purposes only.

CONTRACT:

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

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

Quarterly Report for the Human Resources Department, from April 1, 2022 to June 30, 2022.



City Commission
100 North Main Street
Wildwood, FL 34785
July 11, 2022 9:00 AM

HUMAN RESOURCES QUARTERLY REPORT

April 2022 – June 2022

Events:

Strategic Plan Meetings: In conjunction with the Executive Department, the HR Department hosted town-hall style meetings with the City Manager and employees from each department. City Manager Jason McHugh spoke at each of the sessions, outlining the City's strategic plan for the future. McHugh mentioned that he wanted employees to fill out a survey provided by the Executive Department and help the City shape its strategic plan.

HR Training: The Human Resources Department has conducted a "Respectful Workplace" training with the Utilities Department and will be scheduling additional trainings on this topic per each departments' request.

Other Items:

- Published two more issues of the bi-monthly newsletter "What's Good In Wildwood."
- The Human Resources Department has continued its "Employee Wellness Program." The City conducted a "Stress Wellness" Challenge in April, a "Financial Wellness" Challenge in May and a "Hurricane Safety Wellness" Challenge for June to coincide with the beginning of Hurricane Season. Employee participation has been steady since the program's inception.
- The HR Department has amended and updated its Emergency Operations Plan manual with input from department supervisors.
- The HR Department conducted a Safety Committee Meeting in April.
- The HR Department attended the annual Lake-Sumter SHRM Conference in Leesburg



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Job Openings & New Hire Orientations:

Since April 1, 2022, the City of Wildwood has posted 15 open positions:

- Utilities (6)
- Parks & Rec (3)
- Police Department (2)
- Public Works (2)
- Development Services (1)
- Finance (1)

Overall, there have been a total of 169 applications submitted for all 15 positions. Each application was prescreened, and all 38 qualified candidates were interviewed. 22 offers were made; 17 people accepted. 5 offers were either rescinded for failing to pass the post offer qualifications or the offer was declined.

The Payroll Specialist position was posted twice, changing the qualifications which led to a deeper field of qualified applicants. There was also restructuring in the Utilities Department, moving a dual-certified Wastewater Operator to a Water Operator, creating a vacancy in the Wastewater Department.

All positions were advertised on the City website; in addition, ads were placed in industry-specific publications for the Utility, Development Services and Finance positions along with local newspapers. It not unexpected that there were no applications for the Utility positions, many of which require experience, licensing and certifications.

Competition in this area for labor is fierce, so it is also not unexpected that we did not receive the number of applications for other positions that we had hoped. As can be seen from the number of applications received versus the number of qualified candidates, our experience has been over this past year that people are applying for positions they are not qualified for or do not live within the State of Florida.



Job Title	Department	Applications	# Interviewed	Date Posted
Recreation Aide – Part Time/Per Diem	Parks & Recreation	11	7	Still Open
Utilities Mechanic	Utilities	4	3	Still Open
Custodian	Public Works	3	1	5/24/22
Payroll Specialist	Finance	40	3	6/30/22
Wastewater Plant Operator	Utilities	0	0	Still Open
Service Worker / Locator	Utilities	4	0	Still Open
Planner I & II	Development Services	4	2	Still Open
Maintenance Worker	Public Works	5	2	Still Open
Crime Scene Tech/Evidence Custodian	Police	60	4	5/16/22
Maintenance Worker	Parks & Recreation	9	4	6/9/22
Lift Station Tech – Wastewater	Utilities	4	2	5/19/22
Water Plant Operator	Utilities	5	3	5/20/22
Water Utility Locator	Utilities	10	2	7/8/22
Police Officer	Police	7	0	Still Open
Camp Counselor – Seasonal	Parks & Recreation	7	5	Still Open
		169	38	

