



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

April 22, 2024 7:00 PM

City Hall Commission Chamber

100 N Main Street

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

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

1. Call to Order

2. 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 at 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. *MINUTES FOR APPROVAL: FEBRUARY 26, 2024 REGULAR MEETING*

C. *PLAT 2401-010 VOSO UNIT 151 FINAL PLAT*

D. *PLAT 2403-002 VOSO UNIT 148 FINAL PLAT*

E. WOODSPRING SUITES ESCROW AGREEMENT

F. **BUDGETED FINANCIAL ITEMS**

1. OXFORD WATER PLANT TRANSFER TANK CLEANING AND HATCH REPLACEMENT FOR THE AMOUNT OF \$21,613.00

3. **Presentations and/or Proclamations**

- A. PROCLAIM MAY 11, 2024, AS CATHERINE STEELE LATIMER DAY
- B. PROCLAIM THE MONTH OF APRIL 2024 AS NATIONAL FAIR HOUSING MONTH
- C. PROCLAIM APRIL 22, 2024, AS EARTH DAY

4. **Public Hearings - Timed - Legislative**

- A. SWEAR IN CITY STAFF AND PUBLIC SPEAKERS
- B. **ORDINANCE NO. O2024-7** - 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 2402-001 Evolve at Wildwood

D17-065

The applicant seeks approval from the City of Wildwood City Commission for a Small Scale Comprehensive Plan Amendment to change the Future Land Use Map designation from Commercial (Sumter County) to High Density Residential (City) for the parcel listed above on 0.553 acres MOL. This request is accompanied by rezoning request RZ 2402-001(O2024-8).

The Planning and Zoning Board/Special Magistrate recommends approval of Ordinance Number O2024-7.

- C. **ORDINANCE NO. O2024-14** - 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 2402-004 Perez Home Site

D19-047

The applicant is seeking approval from the City of Wildwood City Commission

for a Small-Scale Comprehensive Plan Amendment to change the Future Land Use designation from Agriculture (Sumter County) to Rural Residential (City) for the parcel listed above on 4.57 MOL. The request is accompanied by rezoning request RZ 2402-004 (O2024-15).

The Planning and Zoning Board/Special Magistrate recommends approval of Ordinance O2024-14.

- D. ***ORDINANCE NO. O2024-16 - 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 2402-002 Matteo Oaks

C36-102

The applicant seeks approval from the City of Wildwood City Commission for a Small Scale Comprehensive Plan Amendment to change the Future Land Use Map designation from Agriculture (Sumter County) to Low Density Residential (City) for the parcel listed above on 19.89 acres MOL. This request is accompanied by rezoning request RZ 2402-002 (O2024-15).

The Planning and Zoning Board/Special Magistrate recommends approval for Ordinance Number O2024-16.

- E. ***ORDINANCE NO. O2024-22 - AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, AMENDING AND RESTATING ORDINANCE NO. O2017-18, ORDINANCE NO. O2019-8, ORDINANCE NO. O2019-50, ORDINANCE NO. O2020-15, ORDINANCE NO. O2020-62, ORDINANCE NO. O2022-55, AND ORDINANCE NO. O2023-45; PROVIDING A SHORT TITLE; PROVIDING FINDINGS AND INTENT; GRANTING A FRANCHISE TO TRI-COUNTY SANITATION, LLC, ITS SUCCESSORS AND ASSIGNS, A FRANCHISE TO CONSTRUCT, OWN, OPERATE AND MAINTAIN SOLID WASTE COLLECTION, CURBSIDE RECYCLING AND YARD WASTE COLLECTION SERVICE TO SERVE THE AREA SET FORTH IN THIS AGREEMENT; SETTING FORTH THE TERMS AND CONDITIONS UNDER WHICH SUCH FRANCHISE SHALL OPERATE; PROVIDING FOR CONFLICT AND SEVERABILITY; PROVIDING AN EFFECTIVE DATE.***

Tri-County Sanitation Franchise Amendment Modification

Staff recommends approval.

- F. ***RESOLUTION NO. R2024-10 - A RESOLUTION OF THE CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA, AMENDING THE FISCAL YEAR 2023-2024 BUDGET; AUTHORIZING THE CITY MANAGER OR HIS***

DESIGNEE TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE TERMS AND CONDITIONS OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE.

FY24 Second Budget Amendment

Staff recommends approval.

5. Public Hearings - Timed - Quasi-Judicial

- A. **ORDINANCE NO. O2024-3** - AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROVIDING FOR THE VOLUNTARY ANNEXATION OF CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 5.63 ACRES LOCATED AT 707 MISSOURI AVENUE, APPROXIMATELY 150 FEET EAST OF THE INTERSECTION OF STANLEY AVENUE AND MISSOURI AVENUE, IN SECTION 05, TOWNSHIP 19 SOUTH, RANGE 23 EAST; WHICH IS CONTIGUOUS TO THE CITY OF WILDWOOD LIMITS AND LOCATED IN THE CITY'S JOINT PLANNING AREA; PROVIDING THAT SECTION 1-14 OF THE CITY OF WILDWOOD CODE OF ORDINANCES IS AMENDED TO INCLUDE THE ANNEXED PROPERTY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

AN 2401-001 Hernandez Annexation

Parcel G05-029

The applicants, Brenda and Aleli Hernandez, have submitted a voluntary annexation for parcel G05-029.

Staff recommends approval

- B. **ORDINANCE NO. O2024-4** - AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROVIDING FOR THE VOLUNTARY ANNEXATION OF CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 0.553 ACRES LOCATED AT 4117 CR 108, OXFORD, FL 34484, IN SECTION 17, TOWNSHIP 18 SOUTH, RANGE 23 EAST; WHICH IS CONTIGUOUS TO THE CITY OF WILDWOOD LIMITS AND LOCATED IN THE CITY'S JOINT PLANNING AREA; PROVIDING THAT SECTION 1-14 OF THE CITY OF WILDWOOD CODE OF ORDINANCES IS AMENDED TO INCLUDE THE ANNEXED PROPERTY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

AN 2402-001 Evolve at Wildwood Annexation

Parcel D17-065

The applicant, Evolve Companies, LLC, has submitted a voluntary annexation for parcel D17-065.

Staff recommends approval.

- C. **ORDINANCE NO. O2024-8 - 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 2402-001 Evolve at Wildwood

D17-065

The applicant is seeking approval from the City of Wildwood City Commission for a Zoning Map Amendment to change the zoning district from commercial (Sumter County) to R-5 (City) for the parcel listed above on 0.553 acres MOL. This request is accompanied by Small Scale Comprehensive Plan Amendment request CP 2402-001(O2024-7).

The Planning and Zoning Board/Special Magistrate recommends approval of Ordinance Number O2024-8 (attached) subject to approval of O2024-7, which establishes a Future Land Use appropriate to the proposed zoning.

- D. **ORDINANCE NO. O2024-15 - 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 2402-004 Perez Home Site

D19-047

The applicant is seeking approval from the City of Wildwood City Commission for a Zoning Map Amendment to change the zoning district from RR5C (Sumter County) to Rural Residential (City) for the parcel listed above on 4.57 MOL. The request is accompanied by Small Scale Future Land Use Comprehensive Plan Amendment CP 2402-004 (O2024-14).

The Planning and Zoning Board/Special Magistrate recommends approval of Ordinance Number O2024-15 (attached) subject to approval of O2024-14, which establishes a Future Land Use appropriate to the proposed zoning.

- E. **ORDINANCE NO. O2024-17 - 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 2402-002 Matteo Oaks

C36-102

The applicant seeks approval from the City of Wildwood City Commission for a zoning map amendment to change the zoning district from A10C (Sumter County) to R-1 (City) for the parcel listed above on 19.89 acres MOL. This request is accompanied by Small Scale Future Land Use Comprehensive Plan Amendment request CP 2402-002 (O2024-16).

The Planning and Zoning Board/Special Magistrate recommends approval of Ordinance Number O2024-17 (attached) subject to approval of O2024-16, which establishes a Future Land Use appropriate to the proposed zoning.

6. Public Forum - 4 minute time limit

7. Ordinances First Reading Only (No Vote)

- A. ***ORDINANCE NO. O2024-23 - AN ORDINANCE AMENDING CITY OF WILDWOOD ORDINANCE NO. O2023-60 TO CORRECT A SCRIVENER'S ERROR PERTAINING TO A TYPOGRAPHICAL ERROR IN THE LEGAL DESCRIPTION; PROVIDING FOR THE VOLUNTARY ANNEXATION OF CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 0.8 ACRES LOCATED AT THE INTERSECTION OF E SR 44 AND CR 149, IN SECTION 22, TOWNSHIP 19 SOUTH, RANGE 23 EAST; WHICH IS CONTIGUOUS TO THE CITY LIMITS OF THE CITY OF WILDWOOD AND LOCATED IN THE CITY'S JOINT PLANNING AREA; PROVIDING THAT SECTION 1-14 OF THE CITY OF WILDWOOD CODE OF ORDINANCES IS AMENDED TO INCLUDE THE ANNEXED PROPERTY; PROVIDING FOR TEXT TO BE CORRECTED; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.***

AN 2309-001 Summers Gym

Parcel G15C016

City Staff is processing Ordinance O2024-23 to correct a scrivener's error found in adopted Ordinance O2023-60, which voluntarily annexed 0.8 acres of land for parcel G15C016.

Staff recommends approval of Ordinance O2024-23.

- B. ***ORDINANCE NO. O2024-24 - 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 FINDINGS AND INTENT; PROVIDING FOR CONFLICT AND SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE***

Text Amendment to the City's Land Development Regulations Update

Staff recommends approval of Ordinance O2024-24.

- C. **ORDINANCE NO. O2024-25** - AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROVIDING FOR THE VOLUNTARY ANNEXATION OF CERTAIN REAL PROPERTY CONSISTING OF 1.00 ACRE OF LAND LOCATED APPROXIMATELY 315 FEET EAST OF THE INTERSECTION OF CR 217 AND C 44A AND APPROXIMATELY 294 FEET SOUTH OF C 44A, A/K/A "TRACT C" WITHIN PROPERTY LOCATED AT 2865 C-44A WILDWOOD, FL, 34785, IN SECTION 01, TOWNSHIP 19 SOUTH, RANGE 22 EAST; WHICH IS CONTIGUOUS TO THE CITY OF WILDWOOD LIMITS AND LOCATED IN THE CITY'S JOINT PLANNING AREA; PROVIDING THAT SECTION 1-14 OF THE CITY OF WILDWOOD CODE OF ORDINANCES IS AMENDED TO INCLUDE THE ANNEXED PROPERTY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

AN 2403-001 Freeman-Allen Annexation

Parcel F01-116

The applicant, James Hartley with Gooding & Batsel, PLLC, on behalf of property owner Arthur Freeman Jr., has submitted a voluntary annexation for parcel F01-116.

Staff recommends approval.

- D. **ORDINANCE NO. O2024-26** - AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROVIDING FOR THE VOLUNTARY ANNEXATION OF CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 0.125 ACRES LOCATED 5369 LEXINGTON CIR, WILDWOOD, FL 34785, IN SECTION 16, TOWNSHIP 19 SOUTH, RANGE 23 EAST; WHICH IS CONTIGUOUS TO THE CITY OF WILDWOOD LIMITS AND LOCATED IN THE CITY'S JOINT PLANNING AREA; PROVIDING THAT SECTION 1-14 OF THE CITY OF WILDWOOD CODE OF ORDINANCES IS AMENDED TO INCLUDE THE ANNEXED PROPERTY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

AN 2403-002 Sarah Empey Annexation

Parcel G16ED001

The applicant/owner, Sarah E. Empey, has submitted a voluntary annexation for parcel G16ED001.

Staff recommends approval

8. **Resolutions for Approval**
9. **Financial & Contracts & Agreements**

- A. *EXALT HEALTH DEVELOPER'S AGREEMENT*
- B. *PURCHASE OF REPLACEMENT GEARBOX ASSEMBLY FOR 50' WALKER CLARIFIER IN THE AMOUNT OF \$28,500.00*
- C. *ST. CLAIR STREET IMPROVEMENTS PROJECT PAYMENT APPLICATION #1 IN THE AMOUNT OF \$199,846.04*
- D. *COMMUNITY CENTER HVAC PROJECT – KIMLEY-HORN WORK AUTHORIZATION #7 IN THE AMOUNT OF \$56,500*
- E. *AGREEMENT WITH ANFIELD CONSULTING FOR PROFESSIONAL CONSULTING AND LOBBYING SERVICES*
- F. *APPROVAL OF GRANT AGREEMENT WITH FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE WRF: BNR AND CAPACITY EXPANSION IMPROVEMENTS - PHASE I (WWTP PROJECT) IN THE AMOUNT OF \$9,250,000*

10. General Items for Consideration/Discussion and Other Business

11. Appointments

12. City Manager Reports

- A. *FY25 BUDGET CALENDAR*

13. Other Department Reports

14. Commission Members Reports

15. City Attorney Reports

- A. *UPDATE ON TITLE FOR CITY-OWNED PARCEL ON LEE STREET*

16. Adjournment

Upcoming Events

April 26, 2024 - Arbor Day Celebration at Public Works at 10am

April 27, 2024 - DEA National Rx Take Back Day at Wildwood Police Department
from 10am to 2pm

April 29, 2024 - City Commission Workshop at City Hall at 9am

May 13, 2024 - City Commission Meeting at City Hall at 9am

April 22, 2024 7:00 PM

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING APRIL 22 2024

04/17/2024
12:51 PM

Revenue Account Range: First to zzz-zzz-zzzz

Include Non-Anticipated: No

Year To Date As Of: 04/30/24

Expend Account Range: First to zzz-zzz-zz-zzzz

Include Non-Budget: No

Print Zero YTD Activity: No

Prior Year: Thru 09/30/23

<u>Revenue Account</u>	<u>Description</u>	<u>Prior Yr Rev</u>	<u>Anticipated</u>	<u>YTD Rev</u>	<u>Excess/Deficit</u>	<u>% Real</u>
001-311-1000	AD VALOREM TAXES	12,981,779.45	16,400,130.00	15,816,002.54	584,127.46 -	96
001-312-4100	LOCAL OPTION GAS TAX	707,889.09	1,125,000.00	546,403.78	578,596.22 -	49
001-312-6000	DISCRETIONARY/LOCAL GOVT. INFRA	3,810,789.17	4,415,000.00	2,082,107.39	2,332,892.61 -	47
001-313-1000	FRANCHISE TAX-/PROGRESS ENERGY SVCS	1,046,042.62	1,050,000.00	500,295.65	549,704.35 -	48
001-313-1010	FRANCHISE TAX- SECO	1,551,762.62	1,600,000.00	680,504.23	919,495.77 -	43
001-313-4080	LEESBURG ELECTRIC FRANCHISE FEE	79,325.50	90,000.00	41,507.58	48,492.42 -	46
001-313-4160	FRANCHISE TAX- TECO/PEOPLES GAS	313,002.40	360,000.00	168,415.54	191,584.46 -	47
001-313-4170	FENNEY WATER CONS AUTHORITY-UTILITY T	38,038.20	60,000.00	0.00	60,000.00 -	0
001-313-4175	GIBSON PLACE WATER CONSERV AUTH FRA	323.45	0.00	1,180.61	1,180.61	0
001-313-4180	LEESBURG GAS FRANCHISE FEE	61,554.15	75,000.00	39,746.67	35,253.33 -	53
001-313-4190	SOUTH SUMTER UTILITY COMPANY FRANCH	695,643.83	450,000.00	482,601.73	32,601.73	107
001-313-4196	GIBSON PLACE UTILITY CO FRAN FEES	43.63	0.00	336.89	336.89	0
001-313-5000	FRANCHISE TAX- WASTE MGMNT-REFUSE S\	226,460.71	220,000.00	105,370.91	114,629.09 -	48
001-313-5001	TRI-COUNTY SANITATION FRANCHISE FEE	319,218.50	350,000.00	250,363.11	99,636.89 -	72
001-313-5003	FRANCHISE FEE - SEWWC	184,025.83	325,000.00	0.00	325,000.00 -	0
001-314-1000	UTILITY TAX-PROGRESS ENERGY SVCS.	892,572.55	815,000.00	450,712.15	364,287.85 -	55
001-314-1010	UTILITY TAX-SUMTER ELECTRIC	1,233,030.50	1,150,000.00	659,129.77	490,870.23 -	57
001-314-3000	UTILITY TAX-WATER SALES	133,214.91	115,000.00	57,416.47	57,583.53 -	50
001-314-3002	THE VILLAGES-5% WATER UTILITY TAX	226,700.44	250,000.00	113,747.41	136,252.59 -	46
001-314-3003	CENTRAL SUMTER UTILITY CO. LLC	132,936.81	200,000.00	56,377.97	143,622.03 -	28
001-314-4000	UTILITY TAX-SUBURBAN PROPANE	15,676.56	17,000.00	8,398.41	8,601.59 -	49
001-314-4030	FERRELLGAS LP	1,698.35	1,500.00	943.42	556.58 -	63
001-314-4040	CIRCLE K STORES	278.72	200.00	135.65	64.35 -	68
001-314-4080	LEESBURG ELECTRIC UTILITY TAX	54,268.08	55,000.00	35,122.61	19,877.39 -	64
001-314-4081	LEESBURG GAS UTILITY TAX	92,701.29	90,000.00	60,666.81	29,333.19 -	67

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING APRIL 22 2024

04/17/2024
12:51 PM

<i>Revenue Account</i>	<i>Description</i>	<i>Prior Yr Rev</i>	<i>Anticipated</i>	<i>YTD Rev</i>	<i>Excess/Deficit</i>	<i>% Real</i>
001-314-4090	THERMOTANE PROPOANE UTILITY TAX	0.00	0.00	47.29	47.29	0
001-314-4100	INTERCONN RESOURCES LLC	13,251.17	15,000.00	5,965.53	9,034.47 -	40
001-314-4150	CVS	308.56	300.00	254.03	45.97 -	85
001-314-4151	AMERIGAS PROPANE	6,851.95	9,000.00	2,269.94	6,730.06 -	25
001-314-4152	LOWE'S PROPANE TAX	2,059.38	2,500.00	1,099.21	1,400.79 -	44
001-314-4153	BLOSSMAN COMPANIES PROPANE TAX	355.46	300.00	190.39	109.61 -	63
001-314-4160	TECO-PEOPLES GAS	318,155.92	360,000.00	186,742.25	173,257.75 -	52
001-314-4162	GAS SOUTH UTILITY TAX	670.25	400.00	399.46	0.54 -	100
001-314-4190	SOUTH SUMTER UTILITY CO UTILITY TAX	214,991.27	170,000.00	115,968.63	54,031.37 -	68
001-314-4191	PUBLIX UTILITY TAX	1,027.22	1,000.00	426.23	573.77 -	43
001-314-9010	STATE COMMUNICATIONS TAX	613,531.57	680,000.00	406,597.63	273,402.37 -	60
001-331-5000	FEMA GRANT	65,810.15	0.00	3,110.30	3,110.30	0
001-335-1200	STATE REVENUE SHARING	832,340.97	881,300.00	430,895.79	450,404.21 -	49
001-335-1400	MOBILE HOME LICENSES	16,522.99	15,000.00	11,363.84	3,636.16 -	76
001-335-1600	STATE BEVERAGE LICENSES	7,609.04	7,500.00	9,661.20	2,161.20	129
001-335-1800	1/2 CENT SALES TAX	2,082,056.67	1,919,500.00	1,085,959.07	833,540.93 -	57
001-341-2006	COMMUNITY DEVELOPMENT SERVICES	647,525.92	759,000.00	334,339.09	424,660.91 -	44
001-341-2010	TREE MITIGATION PERMITS	93,452.00	500.00	60,928.00	60,428.00	***
001-347-5300	BUILDING RENTAL-WILDWOOD COMMUNITY	101,080.62	70,000.00	81,855.73	11,855.73	117
001-347-5302	COMMUNITY CENTER-RESERVATION FEES	530.00	0.00	684.64	684.64	0
001-347-5304	COMMUNITY CENTER STAFF FEES	300.00	0.00	0.00	0.00	0
001-347-5305	BUILDING RENTAL-OXFORD COMMUNITY CE	11,804.65	10,000.00	6,524.66	3,475.34 -	65
001-347-5306	BUILDING RENTAL-MLK JR COMMUNITY CEN	1,863.62	1,500.00	1,546.80	46.80	103
001-347-5307	OUTDOOR BUILDING RENTALS	199.08	100.00	197.33	97.33	197
001-347-5308	OPEN SPACE RENTALS	1,190.30	800.00	470.10	329.90 -	59
001-350-1000	FINES	45,332.73	30,000.00	42,462.77	12,462.77	142
001-351-1002	CODE ENFORCEMENT	2,212.86	1,500.00	1,489.55	10.45 -	99
001-351-3000	POLICE-2ND DOLLAR FUND	3,636.85	2,500.00	3,858.62	1,358.62	154

CITY OF WILDWOOD
YEAR TO DATE REVENUE-EXPENDITURE REPORT
COMMISSION MEETING APRIL 22 2024

04/17/2024
12:51 PM

<u>Revenue Account</u>	<u>Description</u>	<u>Prior Yr Rev</u>	<u>Anticipated</u>	<u>YTD Rev</u>	<u>Excess/Deficit</u>	<u>% Real</u>
001-361-0000	INTEREST EARNINGS	197,068.73	100,000.00	111,562.10	11,562.10	112
001-369-0000	OTHER MISCELLANEOUS REVENUE	12,884.48	10,000.00	2,799.58	7,200.42 -	28
001-369-0010	STATE HIGHWAY LIGHTING AGREEMENT	17,765.05	18,300.00	0.00	18,300.00 -	0
001-369-0012	FDOT HIGHWAY MAINTENANCE AGREEMENT	17,899.50	15,000.00	14,284.94	715.06 -	95
001-369-0042	JACKSON ST. DAYCARE BDLG LEASE	0.00	10,000.00	0.00	10,000.00 -	0
001-369-0050	AUCTION PROCEEDS	28,512.67	0.00	0.00	0.00	0
001-369-0052	SPONSORSHIPS	0.00	0.00	6,000.00	6,000.00	0
001-369-0058	DONATIONS	16,716.00	0.00	2,531.25	2,531.25	0
001-369-0076	BASEBALL FIELD RENTAL	5,035.07	3,000.00	2,226.84	773.16 -	74
001-369-0078	FIELD PREPARATION FEES	954.24	500.00	840.00	340.00	168
001-369-0792	PROGRAM REGISTRATION FEES	40,566.41	30,000.00	15,869.80	14,130.20 -	53
001-369-0794	CONCESSION / VENDOR FEES	55.00	0.00	620.00	620.00	0
001-369-0796	SPECIAL EVENT REGISTRATION FEES	5,065.45	5,000.00	17,845.00	12,845.00	357
001-369-2100	POLICE DEPT MISCELLANEOUS REVENUE	5,525.39	3,500.00	4,452.15	952.15	127
001-369-3748	MISC. GRANTS/VESTS	2,800.00	2,500.00	2,800.00	300.00	112
001-369-4000	FUEL TAX REFUND	9,999.57	12,000.00	4,149.66	7,850.34 -	35
001-380-1000	OTHR FINANCING SOURCE-INSURANCE PRO	0.00	0.00	10,900.00	10,900.00	0
001-382-1010	TRANSFER FROM INDUSTRIAL PARK	10,000.00	10,000.00	0.00	10,000.00 -	0
001-382-1013	TRANSFER FROM LAW ENFORCEMENT IMP F	412,800.00	412,800.00	0.00	412,800.00 -	0
001-389-5000	NON-OPERATIONAL CASH FORWARD-GEN FL	0.00	12,000,000.00	0.00	12,000,000.00 -	0
GENERAL FUND Revenue Totals		30,667,296.12	46,784,130.00	25,149,676.70	21,634,453.30 -	53

<u>Expenditure Account</u>	<u>Description</u>	<u>Prior Yr Expd</u>	<u>Budgeted</u>	<u>YTD Expended</u>	<u>Unexpended</u>	<u>% Expd</u>
001-511-00-0000	LEGISLATIVE- CITY COMMISSION:	0.00	0.00	0.00	0.00	0
001-511-10-1200	SALARIES	49,416.89	51,690.00	29,651.34	22,038.66	57
001-511-10-2100	FICA EXPENSE	3,780.22	3,960.00	2,268.37	1,691.63	57
001-511-10-2200	RETIREMENT	27,624.40	30,340.00	17,399.36	12,940.64	57
001-511-10-2300	LIFE & HEALTH INSURANCE	469.49	450.00	166.25	283.75	37

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<u>Expenditure Account</u>	<u>Description</u>	<u>Prior Yr Expd</u>	<u>Budgeted</u>	<u>YTD Expended</u>	<u>Unexpended</u>	<u>% Expd</u>
001-511-10-2600	WORKERS COMPENSATION INSURANCE	163.59	250.00	320.43	70.43 -	128
001-511-30-3100	PROFESSIONAL SERVICES	2,520.00	6,000.00	190.00	5,810.00	3
001-511-30-4000	TRAVEL & PER DIEM	3,858.10	7,000.00	1,689.56	5,310.44	24
001-511-30-4100	TELEPHONE EXPENSE	1,087.28	2,000.00	544.72	1,455.28	27
001-511-30-4110	IT LICENSING / EQUIPMENT	5,121.35	5,970.00	4,858.51	1,111.49	81
001-511-30-4200	POSTAGE/TRANSPORTATION FEES	0.00	0.00	95.00	95.00 -	0
001-511-30-4300	UTILITIES EXPENSE	0.00	0.00	100.32	100.32 -	0
001-511-30-4600	REPAIR & MAINTENANCE	0.00	500.00	0.00	500.00	0
001-511-30-4900	MISC. EXPENSE & OTHER CURRENT	2,708.35	2,500.00	0.00	2,500.00	0
001-511-30-5100	OFFICE SUPPLIES	0.00	150.00	0.00	150.00	0
001-511-30-5200	OPERATING SUPPLIES	23.15	400.00	64.00	336.00	16
001-511-30-5400	SUBSCRIPTIONS/DUES	4,212.00	6,300.00	4,791.87	1,508.13	76
001-511-30-5500	TRAINING	1,725.00	2,800.00	250.00	2,550.00	9
001-511-60-6200	CAP. IMPROVEMENT-BUILDINGS	0.00	300,000.00	0.00	300,000.00	0
	511 LEGISLATIVE- CITY COMMISSION:	102,709.82	420,310.00	62,389.73	357,920.27	15
001-512-00-0000	EXECUTIVE- CITY MANAGER:	0.00	0.00	0.00	0.00	0
001-512-10-1200	SALARIES	408,684.90	509,290.00	223,530.48	285,759.52	44
001-512-10-1500	SICK LEAVE	4,591.46	0.00	6,542.52	6,542.52 -	0
001-512-10-1600	VACATION PAY	26,104.49	0.00	12,744.04	12,744.04 -	0
001-512-10-1800	HOLIDAY PAY	18,026.99	0.00	12,276.84	12,276.84 -	0
001-512-10-2100	FICA EXPENSE	34,295.27	38,970.00	18,745.15	20,224.85	48
001-512-10-2200	RETIREMENT	115,018.34	138,110.00	70,527.93	67,582.07	51
001-512-10-2210	BENEFIT ADMIN FEES	153.00	0.00	54.00	54.00 -	0
001-512-10-2300	LIFE & HEALTH INSURANCE	40,486.96	46,800.00	24,520.10	22,279.90	52
001-512-10-2600	WORKERS COMPENSATION INSURANCE	545.36	500.00	640.87	140.87 -	128
001-512-30-3100	PROFESSIONAL SERVICES	133,044.45	321,804.00	112,120.73	209,683.27	35
001-512-30-3400	OTHER CONTRACTUAL SERVICES	105.00	0.00	0.00	0.00	0

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<u>Expenditure Account</u>	<u>Description</u>	<u>Prior Yr Expd</u>	<u>Budgeted</u>	<u>YTD Expended</u>	<u>Unexpended</u>	<u>% Expd</u>
001-512-30-3450	CLOTHING AND UNIFORMS	183.96	750.00	0.00	750.00	0
001-512-30-4000	TRAVEL & PER DIEM	7,320.95	10,600.00	4,741.01	5,858.99	45
001-512-30-4100	TELEPHONE EXPENSE	3,985.51	5,000.00	1,998.02	3,001.98	40
001-512-30-4110	IT LICENSING / EQUIPMENT	11,800.91	23,150.00	14,774.66	8,375.34	64
001-512-30-4150	ADVERTISING/RECORDING EXPENSE	1,819.40	4,000.00	814.91	3,185.09	20
001-512-30-4200	POSTAGE/TRANSPORTATION FEES	277.35	1,000.00	268.59	731.41	27
001-512-30-4600	REPAIR & MAINTENANCE	1,097.68	5,800.00	871.66	4,928.34	15
001-512-30-4900	MISC. EXPENSE & OTHER CURRENT	638.69	2,500.00	175.50	2,324.50	7
001-512-30-5100	OFFICE SUPPLIES	1,403.47	2,000.00	527.40	1,472.60	26
001-512-30-5200	OPERATING SUPPLIES	7,042.67	18,750.00	1,217.74	17,532.26	6
001-512-30-5250	FUEL EXPENSE	0.00	0.00	24.27	24.27 -	0
001-512-30-5400	SUBSCRIPTIONS/DUES	3,596.75	6,300.00	1,205.78	5,094.22	19
001-512-30-5500	TRAINING	4,457.85	9,700.00	842.99	8,857.01	9
001-512-60-6400	CAP. IMPROVEMENT-MACHINERY	4,633.40	0.00	0.00	0.00	0
	512 EXECUTIVE- CITY MANAGER:	829,314.81	1,145,024.00	509,165.19	635,858.81	44
001-513-00-0000	CLERK/FINANCE DEPARTMENT:	0.00	0.00	0.00	0.00	0
001-513-10-1200	SALARIES	226,411.79	382,120.00	144,255.34	237,864.66	38
001-513-10-1300	OVERTIME	0.00	500.00	0.00	500.00	0
001-513-10-1500	SICK LEAVE	6,431.84	0.00	4,579.50	4,579.50 -	0
001-513-10-1600	VACATION PAY	12,552.80	0.00	9,230.75	9,230.75 -	0
001-513-10-1800	HOLIDAY PAY	8,838.03	0.00	7,051.56	7,051.56 -	0
001-513-10-2100	FICA EXPENSE	19,448.22	29,280.00	12,631.47	16,648.53	43
001-513-10-2200	RETIREMENT	36,260.78	49,760.00	25,179.02	24,580.98	51
001-513-10-2210	BENEFIT ADMIN FEES	75.00	0.00	27.00	27.00 -	0
001-513-10-2300	LIFE & HEALTH INSURANCE	36,748.71	46,800.00	24,988.99	21,811.01	53
001-513-10-2500	UNEMPLOYMENT COMPENSATION	0.00	500.00	0.00	500.00	0
001-513-10-2600	WORKERS COMPENSATION INSURANCE	1,090.71	1,000.00	1,281.80	281.80 -	128

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001-513-30-3100	PROFESSIONAL SERVICES	4,000.00	13,390.00	1,030.00	12,360.00	8
001-513-30-3200	ACCOUNTING/AUDITING FEE	19,250.00	24,000.00	0.00	24,000.00	0
001-513-30-3400	OTHER CONTRACTUAL SERVICES	13,581.98	17,210.00	6,874.74	10,335.26	40
001-513-30-4000	TRAVEL & PER DIEM	601.17	3,350.00	17.00	3,333.00	1
001-513-30-4100	TELEPHONE EXPENSE	5,437.91	7,510.00	2,319.70	5,190.30	31
001-513-30-4110	IT LICENSING / EQUIPMENT	31,339.27	71,720.00	59,301.56	12,418.44	83
001-513-30-4150	ADVERTISING/RECORDING EXPENSE	1,434.80	1,580.00	1,175.62	404.38	74
001-513-30-4200	POSTAGE/TRANSPORTATION FEES	2,412.78	7,880.00	1,335.14	6,544.86	17
001-513-30-4300	UTILITIES EXPENSE	18,888.70	27,300.00	9,401.31	17,898.69	34
001-513-30-4400	RENTAL & LEASING	3,127.85	3,940.00	1,604.41	2,335.59	41
001-513-30-4500	GENERAL INSURANCE	189,109.92	400,000.00	315,166.50	84,833.50	79
001-513-30-4600	REPAIR & MAINTENANCE	14,957.33	33,060.00	17,421.66	15,638.34	53
001-513-30-4900	MISC. EXPENSE & OTHER CURRENT	4,611.16	6,000.00	2,831.51	3,168.49	47
001-513-30-4910	ELECTION EXPENSES	0.00	500.00	0.00	500.00	0
001-513-30-5100	OFFICE SUPPLIES	3,752.67	6,830.00	1,363.48	5,466.52	20
001-513-30-5200	OPERATING SUPPLIES	6,126.97	7,930.00	2,669.99	5,260.01	34
001-513-30-5400	SUBSCRIPTIONS/DUES	357.50	2,090.00	150.00	1,940.00	7
001-513-30-5500	TRAINING	799.00	9,530.00	0.00	9,530.00	0
001-513-60-6400	CAP. IMPROVEMENT-MACHINERY	0.00	10,000.00	0.00	10,000.00	0
001-513-70-7100	DEBT SERVICE/CITY HALL-PRINCIPAL	112,593.26	115,381.00	57,337.42	58,043.58	50
001-513-70-7200	DEBT SERVICE/CITY HALL-INTEREST	21,834.28	19,049.00	9,876.35	9,172.65	52
001-513-70-7500	DEBT SERVICE/POLICE STATION-PRINCIPAL	229,425.30	235,452.00	116,963.00	118,489.00	50
001-513-70-7550	DEBT SERVICE/POLICE STATION-INTEREST	62,185.41	56,158.00	28,842.34	27,315.66	51
001-513-70-7600	DEBT SERV/2018 GEN FUND PROJ LOAN-PRI	333,314.33	339,580.00	339,576.44	3.56	100
001-513-70-7650	DEBT SERV/2018 GEN FUND PROJ LOAN-INTI	89,263.05	83,010.00	83,009.40	0.60	100
513 CLERK/FINANCE DEPARTMENT:		1,516,262.52	2,012,410.00	1,287,493.00	724,917.00	64
001-516-00-0000	DEVELOPMENT SERVICES:	0.00	0.00	0.00	0.00	0

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001-516-10-1200	SALARIES	535,548.42	907,790.00	319,014.81	588,775.19	35
001-516-10-1300	OVERTIME	951.80	1,000.00	0.00	1,000.00	0
001-516-10-1500	SICK LEAVE	14,218.60	0.00	10,756.11	10,756.11 -	0
001-516-10-1600	VACATION PAY	26,461.79	0.00	18,637.20	18,637.20 -	0
001-516-10-1800	HOLIDAY PAY	20,973.43	0.00	15,296.25	15,296.25 -	0
001-516-10-2100	FICA EXPENSE	45,759.45	69,530.00	27,823.34	41,706.66	40
001-516-10-2200	RETIREMENT	86,933.28	154,060.00	58,211.56	95,848.44	38
001-516-10-2210	BENEFIT ADMIN FEES	103.50	0.00	63.00	63.00 -	0
001-516-10-2300	LIFE & HEALTH INSURANCE	80,945.20	107,640.00	51,291.38	56,348.62	48
001-516-10-2600	WORKERS COMPENSATION INSURANCE	1,636.07	1,500.00	1,922.67	422.67 -	128
001-516-30-3100	PROFESSIONAL SERVICES	598,946.74	835,000.00	281,178.18	553,821.82	34
001-516-30-3400	OTHER CONTRACTUAL SERVICES	951.75	1,000.00	0.00	1,000.00	0
001-516-30-3450	CLOTHING AND UNIFORMS	1,015.88	2,150.00	0.00	2,150.00	0
001-516-30-4000	TRAVEL & PER DIEM	5,530.85	14,980.00	1,494.87	13,485.13	10
001-516-30-4100	TELEPHONE EXPENSE	7,125.87	8,000.00	4,058.84	3,941.16	51
001-516-30-4110	IT LICENSING / EQUIPMENT	37,471.62	111,810.00	60,639.11	51,170.89	54
001-516-30-4150	ADVERTISING/RECORDING EXPENSE	28,356.57	35,200.00	10,887.06	24,312.94	31
001-516-30-4200	POSTAGE/TRANSPORTATION FEES	1,530.23	2,000.00	520.20	1,479.80	26
001-516-30-4600	REPAIR & MAINTENANCE	2,237.89	2,500.00	1,069.62	1,430.38	43
001-516-30-4900	MISC. EXPENSE & OTHER CURRENT	2,398.31	5,000.00	8,497.42	3,497.42 -	170
001-516-30-4950	CODE ENFORCEMENT	8,266.28	58,500.00	10,575.58	47,924.42	18
001-516-30-5100	OFFICE SUPPLIES	1,827.88	10,000.00	942.26	9,057.74	9
001-516-30-5200	OPERATING SUPPLIES	3,409.32	10,000.00	1,686.80	8,313.20	17
001-516-30-5250	FUEL EXPENSE	1,423.51	1,800.00	145.77	1,654.23	8
001-516-30-5400	SUBSCRIPTIONS/DUES	1,934.17	5,180.00	1,396.94	3,783.06	27
001-516-30-5500	TRAINING	9,509.07	24,180.00	2,408.11	21,771.89	10
001-516-60-6300	CAPITAL IMPROVEMENT-OTHER	11,128.33	0.00	0.00	0.00	0
516 DEVELOPMENT SERVICES:		1,536,595.81	2,368,820.00	888,517.08	1,480,302.92	38

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001-518-00-0000	INFORMATION TECHNOLOGY DEPARTMENT	0.00	0.00	0.00	0.00	0
001-518-10-1200	SALARIES	144,288.61	258,440.00	107,052.50	151,387.50	41
001-518-10-1500	SICK LEAVE	3,232.96	0.00	1,888.92	1,888.92 -	0
001-518-10-1600	VACATION PAY	6,919.23	0.00	8,014.89	8,014.89 -	0
001-518-10-1800	HOLIDAY PAY	3,694.26	0.00	4,187.79	4,187.79 -	0
001-518-10-2100	FICA EXPENSE	12,097.18	19,780.00	8,998.13	10,781.87	45
001-518-10-2200	RETIREMENT	19,744.44	35,080.00	16,439.25	18,640.75	47
001-518-10-2210	BENEFIT ADMIN FEES	54.00	0.00	0.00	0.00	0
001-518-10-2300	LIFE & HEALTH INSURANCE	20,727.19	37,440.00	17,920.21	19,519.79	48
001-518-10-2600	WORKERS COMPENSATION INSURANCE	218.13	200.00	256.35	56.35 -	128
001-518-30-3100	PROFESSIONAL SERVICES	22,897.00	45,320.00	130.00	45,190.00	0
001-518-30-3400	OTHER CONTRACTUAL SERVICES	5,971.32	15,000.00	1,718.65	13,281.35	11
001-518-30-4000	TRAVEL & PER DIEM	1,998.28	7,500.00	0.00	7,500.00	0
001-518-30-4100	TELEPHONE EXPENSE	8,114.39	7,500.00	3,843.99	3,656.01	51
001-518-30-4110	IT LICENSING / EQUIPMENT	12,054.30	14,400.00	7,238.71	7,161.29	50
001-518-30-4200	POSTAGE/TRANSPORTATION FEES	0.00	250.00	19.00	231.00	8
001-518-30-4300	UTILITIES EXPENSE	2,173.19	2,300.00	699.31	1,600.69	30
001-518-30-4400	RENTAL & LEASING	0.00	500.00	0.00	500.00	0
001-518-30-4600	REPAIR & MAINTENANCE	20.29	2,000.00	1,045.10	954.90	52
001-518-30-4900	MISC. EXPENSE & OTHER CURRENT	397.91	1,000.00	0.00	1,000.00	0
001-518-30-5100	OFFICE SUPPLIES	604.22	1,200.00	96.79	1,103.21	8
001-518-30-5200	OPERATING SUPPLIES	5,279.04	5,000.00	4,428.30	571.70	89
001-518-30-5400	SUBSCRIPTIONS/DUES	350.00	2,500.00	372.33	2,127.67	15
001-518-30-5500	TRAINING	2,434.91	12,000.00	0.00	12,000.00	0
001-518-30-5550	LICENSING	15,120.10	43,625.00	9,184.98	34,440.02	21
001-518-60-6400	CAP. IMPROVEMENTS-MACHINERY/EQUIP	4,072.69	16,000.00	0.00	16,000.00	0
	518 INFORMATION TECHNOLOGY DEPARTMENT	292,463.64	527,035.00	193,535.20	333,499.80	37

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001-519-00-0000	HUMAN RESOURCE DEPARTMENT:	0.00	0.00	0.00	0.00	0
001-519-10-1200	SALARIES	122,335.60	206,190.00	79,135.18	127,054.82	38
001-519-10-1500	SICK LEAVE	1,838.36	0.00	3,526.66	3,526.66 -	0
001-519-10-1600	VACATION PAY	6,336.13	0.00	3,224.90	3,224.90 -	0
001-519-10-1800	HOLIDAY PAY	5,277.49	0.00	4,096.98	4,096.98 -	0
001-519-10-2100	FICA EXPENSE	10,387.46	15,780.00	6,883.62	8,896.38	44
001-519-10-2200	RETIREMENT	16,901.01	27,980.00	12,210.82	15,769.18	44
001-519-10-2210	BENEFIT ADMIN FEES	49.50	0.00	27.00	27.00 -	0
001-519-10-2300	LIFE & HEALTH INSURANCE	17,342.88	28,080.00	10,030.09	18,049.91	36
001-519-10-2600	WORKERS COMPENSATION INSURANCE	119.99	110.00	140.96	30.96 -	128
001-519-30-3100	PROFESSIONAL SERVICES	33,205.00	37,825.00	1,367.50	36,457.50	4
001-519-30-3400	OTHER CONTRACTUAL SERVICES	4,397.96	6,400.00	3,827.56	2,572.44	60
001-519-30-4000	TRAVEL & PER DIEM	3,208.81	5,500.00	278.72	5,221.28	5
001-519-30-4100	TELEPHONE EXPENSE	4,805.63	4,750.00	2,085.07	2,664.93	44
001-519-30-4110	IT LICENSING / EQUIPMENT	21,442.11	45,880.00	35,626.29	10,253.71	78
001-519-30-4150	ADVERTISING/RECRUITING	1,780.25	7,200.00	3,745.04	3,454.96	52
001-519-30-4200	POSTAGE/TRANSPORTATION FEES	166.92	500.00	83.63	416.37	17
001-519-30-4300	UTILITIES EXPENSE	1,941.27	2,300.00	676.12	1,623.88	29
001-519-30-4400	RENTAL & LEASING	0.00	60.00	0.00	60.00	0
001-519-30-4600	REPAIR & MAINTENANCE	2,987.75	3,500.00	2,380.42	1,119.58	68
001-519-30-4800	EMPLOYEE PROGRAMS	8,414.36	13,200.00	7,943.63	5,256.37	60
001-519-30-4900	MISC. EXPENSE & OTHER CURRENT	637.16	1,000.00	0.00	1,000.00	0
001-519-30-5100	OFFICE SUPPLIES	1,294.92	2,900.00	786.60	2,113.40	27
001-519-30-5200	OPERATING SUPPLIES	2,234.93	5,300.00	820.53	4,479.47	15
001-519-30-5250	FUEL EXPENSE	680.38	600.00	127.88	472.12	21
001-519-30-5400	SUBSCRIPTIONS/DUES	2,486.82	1,600.00	1,488.78	111.22	93
001-519-30-5500	TRAINING	5,562.77	5,450.00	1,985.45	3,464.55	36
001-519-30-5501	STAFF TRAINING PROGRAMS	2,394.70	6,450.00	707.63	5,742.37	11

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<i>Expenditure Account</i>	<i>Description</i>	<i>Prior Yr Expd</i>	<i>Budgeted</i>	<i>YTD Expended</i>	<i>Unexpended</i>	<i>% Expd</i>
	519 HUMAN RESOURCE DEPARTMENT:	278,230.16	428,555.00	183,207.06	245,347.94	43
001-521-00-0000	POLICE DEPARTMENT:	0.00	0.00	0.00	0.00	0
001-521-10-1200	SALARIES	2,405,192.12	4,137,570.00	1,504,529.77	2,633,040.23	36
001-521-10-1220	UNIFORM ALLOWANCE	14,160.00	14,820.00	7,920.00	6,900.00	53
001-521-10-1250	ON CALL	6,375.00	10,400.00	6,550.00	3,850.00	63
001-521-10-1260	SHIFT DIFFERENTIAL	12,907.03	20,080.00	7,989.02	12,090.98	40
001-521-10-1300	OVERTIME	122,261.90	157,000.00	59,032.38	97,967.62	38
001-521-10-1500	SICK LEAVE	56,978.41	0.00	27,736.70	27,736.70 -	0
001-521-10-1600	VACATION PAY	110,427.31	0.00	67,622.91	67,622.91 -	0
001-521-10-1700	INCENTIVE PAY	23,270.00	56,000.00	13,300.00	42,700.00	24
001-521-10-1800	HOLIDAY PAY	96,792.19	0.00	70,823.87	70,823.87 -	0
001-521-10-1820	HOLIDAY PREMIUM	107,836.95	82,000.00	65,238.24	16,761.76	80
001-521-10-2100	FICA EXPENSE	226,149.00	341,430.00	139,944.89	201,485.11	41
001-521-10-2200	RETIREMENT	814,482.29	1,508,280.00	557,256.35	951,023.65	37
001-521-10-2210	BENEFIT ADMIN FEES	418.50	0.00	256.50	256.50 -	0
001-521-10-2300	LIFE & HEALTH INSURANCE	365,935.51	575,640.00	248,235.08	327,404.92	43
001-521-10-2500	UNEMPLOYMENT COMP. REIMBURSEMENT	4,608.24	0.00	0.00	0.00	0
001-521-10-2600	WORKERS COMPENSATION INSURANCE	70,894.89	75,000.00	96,133.74	21,133.74 -	128
001-521-30-3100	PROFESSIONAL SERVICES	17,862.90	52,000.00	15,656.41	36,343.59	30
001-521-30-3400	OTHER CONTRACTUAL SERVICES	38,152.58	61,500.00	18,598.28	42,901.72	30
001-521-30-3450	CLOTHING AND UNIFORMS	9,092.53	15,000.00	0.00	15,000.00	0
001-521-30-3500	INVESTIGATIONS	8,792.29	17,000.00	5,115.30	11,884.70	30
001-521-30-4000	TRAVEL & PER DIEM	9,544.20	12,000.00	3,669.92	8,330.08	31
001-521-30-4100	TELEPHONE EXPENSE	62,549.63	82,000.00	34,213.97	47,786.03	42
001-521-30-4110	IT LICENSING / EQUIPMENT	214,454.17	268,200.00	82,273.39	185,926.61	31
001-521-30-4200	POSTAGE/TRANSPORTATION FEES	149.98	3,000.00	478.67	2,521.33	16
001-521-30-4300	UTILITIES EXPENSE	63,841.54	54,000.00	19,117.04	34,882.96	35

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001-521-30-4400	RENTAL & LEASING	2,133.43	10,500.00	1,203.65	9,296.35	11
001-521-30-4600	REPAIR & MAINTENANCE	83,232.20	75,000.00	40,596.05	34,403.95	54
001-521-30-4900	MISC. EXPENSE & OTHER CURRENT	77.89	4,000.00	0.00	4,000.00	0
001-521-30-4960	BOOT ALLOWANCE	3,662.09	6,500.00	829.14	5,670.86	13
001-521-30-5100	OFFICE SUPPLIES	1,587.89	5,000.00	1,322.71	3,677.29	26
001-521-30-5200	OPERATING SUPPLIES	52,647.04	85,000.00	13,848.56	71,151.44	16
001-521-30-5250	FUEL EXPENSE	149,285.20	180,000.00	56,539.52	123,460.48	31
001-521-30-5400	SUBSCRIPTIONS/DUES	1,675.05	3,000.00	978.60	2,021.40	33
001-521-30-5500	TRAINING	36,516.56	40,000.00	8,361.46	31,638.54	21
001-521-60-6300	CAPITAL IMPROVEMENT-OTHER	208,278.80	40,000.00	0.00	40,000.00	0
001-521-60-6400	CAP. IMPROVEMENT-MACHINERY	81,449.00	672,987.38	50,340.13	622,647.25	7
	521 POLICE DEPARTMENT:	5,483,674.31	8,664,907.38	3,225,712.25	5,439,195.13	37
001-541-00-0000	PUBLIC WORKS/STREET DEPT.	0.00	0.00	0.00	0.00	0
001-541-10-1200	SALARIES	955,823.84	1,538,070.00	660,456.20	877,613.80	43
001-541-10-1250	ON CALL	3,900.00	3,900.00	3,400.00	500.00	87
001-541-10-1300	OVERTIME	11,916.51	12,000.00	11,259.36	740.64	94
001-541-10-1500	SICK LEAVE	51,790.96	0.00	26,370.28	26,370.28 -	0
001-541-10-1600	VACATION PAY	55,362.39	0.00	38,292.48	38,292.48 -	0
001-541-10-1800	HOLIDAY PAY	39,263.68	0.00	32,234.37	32,234.37 -	0
001-541-10-1820	HOLIDAY PREMIUM	7,596.03	0.00	1,601.77	1,601.77 -	0
001-541-10-2100	FICA EXPENSE	86,232.68	118,880.00	59,149.22	59,730.78	50
001-541-10-2200	RETIREMENT	171,716.50	236,570.00	123,812.75	112,757.25	52
001-541-10-2210	BENEFIT ADMIN FEES	0.00	0.00	9.00	9.00 -	0
001-541-10-2300	LIFE & HEALTH INSURANCE	165,630.32	243,360.00	117,624.67	125,735.33	48
001-541-10-2500	UNEMPLOYMENT COMPENSATION	39.50	2,000.00	0.00	2,000.00	0
001-541-10-2600	WORKERS COMPENSATION INSURANCE	21,813.82	25,000.00	32,044.58	7,044.58 -	128
001-541-30-3100	PROFESSIONAL SERVICES	132,049.76	454,949.25	48,208.76	406,740.49	11

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001-541-30-3400	OTHER CONTRACTUAL SERVICES	352,499.68	416,640.74	757,148.35	340,507.61 -	182
001-541-30-3440	RIGHT-OF-WAY MAINTENANCE	242,817.84	395,000.00	155,154.84	239,845.16	39
001-541-30-3450	CLOTHING AND UNIFORMS	8,765.60	8,000.00	4,835.00	3,165.00	60
001-541-30-4000	TRAVEL & PER DIEM	1,435.34	5,500.00	62.26	5,437.74	1
001-541-30-4100	TELEPHONE EXPENSE	20,442.43	24,600.00	12,947.60	11,652.40	53
001-541-30-4110	IT LICENSING / EQUIPMENT	34,153.45	83,100.00	41,526.06	41,573.94	50
001-541-30-4200	POSTAGE/TRANSPORTATION FEES	92.07	150.00	58.12	91.88	39
001-541-30-4300	UTILITIES EXPENSE	22,780.35	23,200.00	12,699.86	10,500.14	55
001-541-30-4350	VILLAGES STREET LIGHTING	507,878.07	600,000.00	227,437.69	372,562.31	38
001-541-30-4400	RENTAL & LEASING	3,349.34	7,580.00	16,800.32	9,220.32 -	222
001-541-30-4600	REPAIR & MAINTENANCE	45,875.13	51,500.00	31,834.93	19,665.07	62
001-541-30-4601	REPAIR & MAINTENANCE - BUILDINGS	26,968.35	35,000.00	3,126.77	31,873.23	9
001-541-30-4603	PAVEMENT PRESERVATION/REHABILITATION	0.00	1,000,000.00	0.00	1,000,000.00	0
001-541-30-4900	MISC. EXPENSE & OTHER CURRENT	322.10	3,000.00	0.00	3,000.00	0
001-541-30-4940	LANDFILL DISPOSAL FEES	3,904.13	6,000.00	3,291.15	2,708.85	55
001-541-30-4960	BOOT ALLOWANCE	3,154.56	4,200.00	2,072.64	2,127.36	49
001-541-30-5100	OFFICE SUPPLIES	2,537.48	3,000.00	1,167.13	1,832.87	39
001-541-30-5200	OPERATING SUPPLIES	71,147.55	70,000.00	27,816.75	42,183.25	40
001-541-30-5250	FUEL EXPENSE	31,160.82	35,000.00	11,000.69	23,999.31	31
001-541-30-5400	SUBSCRIPTIONS/DUES	5,204.03	14,815.00	1,720.24	13,094.76	12
001-541-30-5500	TRAINING	11,459.60	22,080.00	3,277.00	18,803.00	15
001-541-60-6115	CITY HALL / ANNEX REHAB	14,174.39	58,821.19	19,543.08	39,278.11	33
001-541-60-6200	CAP. IMPROVEMENT-BUILDINGS	0.00	150,000.00	25,930.26	124,069.74	17
001-541-60-6210	PUBLIC WORKS BUILDING	6,308.00	0.00	0.00	0.00	0
001-541-60-6300	CAPITAL IMPROVEMENT-OTHER	0.00	75,000.00	74,069.96	930.04	99
001-541-60-6400	CAP. IMPROVEMENT-MACHINERY	303,139.02	231,297.00	102,616.86	128,680.14	44
001-541-60-6681	PRINCIPAL-EQUIPMENT LEASE	28,171.17	29,240.00	29,231.37	8.63	100
001-541-60-6691	INTEREST-EQUIPMENT LEASE	2,160.33	1,110.00	1,100.13	9.87	99

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	541 PUBLIC WORKS/STREET DEPT.	3,453,036.82	5,988,563.18	2,720,932.50	3,267,630.68	45
001-549-00-0000	FLEET MAINTENANCE DEPT:	0.00	0.00	0.00	0.00	0
001-549-10-1200	SALARIES	222,326.47	292,280.00	128,457.03	163,822.97	44
001-549-10-1300	OVERTIME	0.00	1,500.00	0.00	1,500.00	0
001-549-10-1500	SICK LEAVE	5,641.21	0.00	3,213.58	3,213.58 -	0
001-549-10-1600	VACATION PAY	14,415.13	0.00	10,586.33	10,586.33 -	0
001-549-10-1800	HOLIDAY PAY	9,083.30	0.00	6,362.00	6,362.00 -	0
001-549-10-2100	FICA EXPENSE	19,237.17	22,480.00	11,369.29	11,110.71	51
001-549-10-2200	RETIREMENT	31,312.42	39,870.00	20,167.69	19,702.31	51
001-549-10-2210	BENEFIT ADMIN FEES	36.00	0.00	54.00	54.00 -	0
001-549-10-2300	LIFE & HEALTH INSURANCE	40,971.87	46,800.00	24,875.78	21,924.22	53
001-549-10-2600	WORKERS COMPENSATION INSURANCE	8,507.44	8,200.00	10,510.63	2,310.63 -	128
001-549-30-3100	PROFESSIONAL SERVICES	25.00	500.00	0.00	500.00	0
001-549-30-3400	OTHER CONTRACTUAL SERVICES	2,915.64	8,000.00	4,789.80	3,210.20	60
001-549-30-3450	CLOTHING AND UNIFORMS	2,587.72	1,500.00	1,457.11	42.89	97
001-549-30-4000	TRAVEL & PER DIEM	3.84	100.00	0.00	100.00	0
001-549-30-4100	TELEPHONE EXPENSE	3,840.48	3,500.00	788.15	2,711.85	23
001-549-30-4110	IT LICENSING / EQUIPMENT	12,132.52	31,500.00	15,517.02	15,982.98	49
001-549-30-4200	POSTAGE/TRANSPORTATION FEES	0.00	100.00	24.20	75.80	24
001-549-30-4300	UTILITIES EXPENSE	5,044.47	7,000.00	2,213.94	4,786.06	32
001-549-30-4400	RENTAL & LEASING	1,721.35	2,500.00	1,252.74	1,247.26	50
001-549-30-4600	REPAIR & MAINTENANCE	3,105.14	5,000.00	3,757.35	1,242.65	75
001-549-30-4900	MISC. EXPENSE & OTHER CURRENT	0.00	100.00	0.00	100.00	0
001-549-30-4960	BOOT ALLOWANCE	622.34	700.00	175.00	525.00	25
001-549-30-5100	OFFICE SUPPLIES	1,212.89	1,500.00	63.57	1,436.43	4
001-549-30-5200	OPERATING SUPPLIES	32,637.84	35,000.00	20,519.72	14,480.28	59
001-549-30-5250	FUEL EXPENSE	3,445.46	3,600.00	1,840.20	1,759.80	51

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001-549-30-5400	SUBSCRIPTIONS/DUES	886.54	500.00	239.00	261.00	48
001-549-30-5500	TRAINING	1,434.00	3,000.00	150.00	2,850.00	5
001-549-60-6400	CAP. IMPROVEMENTS-MACHINERY/EQUIP	84,300.11	45,000.00	15,951.51	29,048.49	35
	549 FLEET MAINTENANCE DEPT:	507,446.35	560,230.00	284,335.64	275,894.36	51
001-572-00-0000	PARKS & RECREATION:	0.00	0.00	0.00	0.00	0
001-572-10-1200	SALARIES	542,650.87	1,027,940.00	317,165.95	710,774.05	31
001-572-10-1250	ON CALL	3,900.00	3,500.00	2,900.00	600.00	83
001-572-10-1300	OVERTIME	9,050.86	2,000.00	7,170.77	5,170.77 -	359
001-572-10-1500	SICK LEAVE	18,053.57	0.00	7,827.76	7,827.76 -	0
001-572-10-1600	VACATION PAY	19,144.82	0.00	21,016.26	21,016.26 -	0
001-572-10-1800	HOLIDAY PAY	20,144.75	0.00	14,458.43	14,458.43 -	0
001-572-10-1820	HOLIDAY PREMIUM	0.00	0.00	3,552.27	3,552.27 -	0
001-572-10-2100	FICA EXPENSE	47,180.34	79,060.00	28,965.23	50,094.77	37
001-572-10-2200	RETIREMENT	74,454.67	140,240.00	50,794.00	89,446.00	36
001-572-10-2210	BENEFIT ADMIN FEES	9.00	0.00	9.00	9.00 -	0
001-572-10-2300	LIFE & HEALTH INSURANCE	110,296.50	168,480.00	70,721.01	97,758.99	42
001-572-10-2600	WORKERS COMPENSATION INSURANCE	6,544.18	6,500.00	8,331.62	1,831.62 -	128
001-572-30-3100	PROFESSIONAL SERVICES	15,126.79	14,000.00	3,079.52	10,920.48	22
001-572-30-3400	OTHER CONTRACTUAL SERVICES	101,881.05	159,200.00	80,800.75	78,399.25	51
001-572-30-3450	CLOTHING AND UNIFORMS	2,882.30	8,250.00	2,558.82	5,691.18	31
001-572-30-4000	TRAVEL & PER DIEM	839.57	4,550.00	124.15	4,425.85	3
001-572-30-4100	TELEPHONE EXPENSE	24,706.92	14,600.00	13,907.50	692.50	95
001-572-30-4110	IT LICENSING / EQUIPMENT	39,819.80	53,720.00	21,936.23	31,783.77	41
001-572-30-4150	ADVERTISING AND PROMOTIONS	31,535.41	25,000.00	8,772.31	16,227.69	35
001-572-30-4200	POSTAGE/TRANSPORTATION FEES	5.46	200.00	2.56	197.44	1
001-572-30-4300	UTILITIES EXPENSE	32,955.60	35,000.00	22,094.78	12,905.22	63
001-572-30-4400	RENTAL & LEASING	3,516.27	6,900.00	3,677.86	3,222.14	53

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001-572-30-4600	REPAIR & MAINTENANCE	35,138.45	48,650.00	36,505.43	12,144.57	75
001-572-30-4601	REPAIR & MAINTENANCE - BUILDINGS	23,464.57	36,000.00	2,913.24	33,086.76	8
001-572-30-4610	BAKER HOUSE MAINTENANCE	1,495.52	15,000.00	1,458.96	13,541.04	10
001-572-30-4620	BAKER HOUSE OPERATIONS-OTHER MISC.	4,930.49	5,720.00	1,503.44	4,216.56	26
001-572-30-4630	BAKER HOUSE SPECIAL EVENTS	11,356.54	15,000.00	3,866.92	11,133.08	26
001-572-30-4900	MISC. EXPENSE & OTHER CURRENT	424.19	5,000.00	88.26 -	5,088.26	2 -
001-572-30-4910	SPECIAL EVENTS	132,975.30	165,800.00	77,966.23	87,833.77	47
001-572-30-4915	PROGRAMS, ACTIVITIES & LEAGUES	89,783.22	104,400.00	38,797.31	65,602.69	37
001-572-30-4920	SUMMER RECREATION PROGRAM	13,595.23	48,000.00	4,130.76	43,869.24	9
001-572-30-4960	BOOT ALLOWANCE	928.71	1,580.00	550.45	1,029.55	35
001-572-30-5100	OFFICE SUPPLIES	3,185.48	4,500.00	1,054.73	3,445.27	23
001-572-30-5200	OPERATING SUPPLIES	77,301.88	81,500.00	30,652.46	50,847.54	38
001-572-30-5250	FUEL EXPENSE	22,070.55	25,000.00	6,931.88	18,068.12	28
001-572-30-5280	LANDSCAPING	27,066.27	15,000.00	5,362.18	9,637.82	36
001-572-30-5400	SUBSCRIPTIONS/DUES	426.58	3,210.00	532.83	2,677.17	17
001-572-30-5500	TRAINING	5,990.37	7,200.00	2,303.81	4,896.19	32
001-572-60-6200	CAP. IMPROVEMENT-BUILDINGS	38,696.00	14,500.00	8,608.50	5,891.50	59
001-572-60-6300	CAPITAL IMPROVEMENT-OTHER	0.00	13,000.00	8,999.92	4,000.08	69
001-572-60-6351	MLK PARK PROJECT	94,686.97	0.00	0.00	0.00	0
001-572-60-6400	CAP. IMPROVEMENT-MACHINERY	153,369.91	107,750.00	105,095.10	2,654.90	98
	572 PARKS & RECREATION:	1,841,584.96	2,465,950.00	1,027,012.67	1,438,937.33	42
001-575-00-0000	COMMUNITY CENTER:	0.00	0.00	0.00	0.00	0
001-575-10-1200	SALARIES	48,503.94	140,290.00	30,181.37	110,108.63	22
001-575-10-1300	OVERTIME	0.00	0.00	112.50	112.50 -	0
001-575-10-2100	FICA EXPENSE	3,710.66	10,740.00	2,317.56	8,422.44	22
001-575-10-2200	RETIREMENT	6,024.14	19,040.00	3,826.14	15,213.86	20
001-575-10-2300	LIFE & HEALTH INSURANCE	4.75	200.00	0.00	200.00	0

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001-575-30-3100	PROFESSIONAL SERVICES	499.85	3,000.00	0.00	3,000.00	0
001-575-30-3400	OTHER CONTRACTUAL SERVICES	3,995.00	8,440.00	10,080.42	1,640.42 -	119
001-575-30-3450	CLOTHING AND UNIFORMS	0.00	1,200.00	0.00	1,200.00	0
001-575-30-4100	TELEPHONE EXPENSE	2,979.72	6,680.00	0.00	6,680.00	0
001-575-30-4200	POSTAGE/TRANSPORTATION FEES	133.68	250.00	1.92	248.08	1
001-575-30-4300	UTILITIES EXPENSE	52,039.39	40,000.00	20,261.41	19,738.59	51
001-575-30-4400	RENTAL & LEASING	981.12	1,600.00	1,643.77	43.77 -	103
001-575-30-4600	REPAIR & MAINTENANCE	2,826.34	30,000.00	23,199.72	6,800.28	77
001-575-30-5100	OFFICE SUPPLIES	897.95	1,000.00	10.59	989.41	1
001-575-30-5200	OPERATING SUPPLIES	3,715.25	10,000.00	5,860.53	4,139.47	59
001-575-30-5400	SUBSCRIPTIONS/DUES	75.00	0.00	0.00	0.00	0
001-575-60-6200	CAP. IMPROVEMENT-BUILDINGS	0.00	250,000.00	0.00	250,000.00	0
	575 COMMUNITY CENTER:	126,386.79	522,440.00	97,495.93	424,944.07	19
001-580-90-9901	CONTINGENCY RESERVE-GEN FUND	0.00	5,764,195.44	0.00	5,764,195.44	0
001-581-00-1040	TRANSFER TO EXPANDED CRA	197,729.00	215,690.00	0.00	215,690.00	0
001-581-90-3010	TRANSFER TO CAPITAL PROJECT FUND	10,100,000.00	15,700,000.00	0.00	15,700,000.00	0
	581 Total	10,297,729.00	15,915,690.00	0.00	15,915,690.00	0
	GENERAL FUND Expenditure Totals	26,265,434.99	46,784,130.00	10,479,796.25	36,304,333.75	22

<u>YTD</u>	<u>001 GENERAL FUND</u>	<u>Prior</u>
25,149,676.70	Revenues:	30,667,296.12
10,479,796.25	Expenditures:	26,265,434.99
14,669,880.45	Net Income:	4,401,861.13

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<u>Revenue Account</u>	<u>Description</u>	<u>Prior Yr Rev</u>	<u>Anticipated</u>	<u>YTD Rev</u>	<u>Excess/Deficit</u>	<u>% Real</u>
101-361-1350	INTEREST EARNED	371.16	200.00	113.06	86.94 -	57
101-364-1000	CEMETERY LOT SALES	1,400.00	0.00	0.00	0.00	0
101-366-1350	CONTRIBUTIONS/DUES	560.00	2,000.00	1,290.00	710.00 -	64
101-366-1360	GRAVE OPENING PERMITS	900.00	600.00	300.00	300.00 -	50
101-369-0000	OTHER MISCELLANEOUS REVENUE	0.00	100.00	0.00	100.00 -	0
101-389-5000	NON-OPER/ CEMETERY RESERVES FORWAR	0.00	62,970.00	0.00	62,970.00 -	0
CEMETERY FUND Revenue Totals		3,231.16	65,870.00	1,703.06	64,166.94 -	2

<u>Expenditure Account</u>	<u>Description</u>	<u>Prior Yr Expd</u>	<u>Budgeted</u>	<u>YTD Expended</u>	<u>Unexpended</u>	<u>% Expd</u>
101-569-00-0000	GREENWOOD CEMETERY:	0.00	0.00	0.00	0.00	0
101-569-30-3100	PROFESSIONAL SERVICES	0.00	200.00	0.00	200.00	0
101-569-30-4600	REPAIR & MAINTENANCE	0.00	500.00	0.00	500.00	0
101-569-30-4900	MISC. EXPENSE & OTHER CURRENT	0.00	200.00	0.00	200.00	0
101-569-30-5200	OPERATING SUPPLIES	0.00	100.00	0.00	100.00	0
569 GREENWOOD CEMETERY:		0.00	1,000.00	0.00	1,000.00	0
101-580-90-9999	CONTINGENCY	0.00	64,870.00	0.00	64,870.00	0
CEMETERY FUND Expenditure Totals		0.00	65,870.00	0.00	65,870.00	0

<u>YTD</u>	<u>101 CEMETERY FUND</u>	<u>Prior</u>
1,703.06	Revenues:	3,231.16
0.00	Expenditures:	0.00
1,703.06	Net Income:	3,231.16

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<u>Revenue Account</u>	<u>Description</u>	<u>Prior Yr Rev</u>	<u>Anticipated</u>	<u>YTD Rev</u>	<u>Excess/Deficit</u>	<u>% Real</u>
104-361-0000	INTEREST	11,802.03	0.00	8,148.69	8,148.69	0
104-369-9000	TAX INCREMENT FINANCING - SUM CTY	367,422.00	368,670.00	0.00	368,670.00 -	0
104-382-0010	TRANSFER FROM GENERAL	197,729.00	215,690.00	0.00	215,690.00 -	0
104-389-5006	CASH FORWARD - CRA DISTRICT	0.00	1,396,500.00	0.00	1,396,500.00 -	0
COMMUNITY REDEVELOPMENT Revenue Tot		576,953.03	1,980,860.00	8,148.69	1,972,711.31 -	0
<u>Expenditure Account</u>	<u>Description</u>	<u>Prior Yr Expd</u>	<u>Budgeted</u>	<u>YTD Expended</u>	<u>Unexpended</u>	<u>% Expd</u>
104-550-00-0000	COMM REDEVELOPMENT DEPT.:	0.00	0.00	0.00	0.00	0
104-550-10-1200	SALARIES	37,966.71	68,420.00	24,078.90	44,341.10	35
104-550-10-1500	SICK LEAVE	760.25	0.00	606.34	606.34 -	0
104-550-10-1600	VACATION PAY	3,405.20	0.00	2,286.52	2,286.52 -	0
104-550-10-1800	HOLIDAY PAY	1,499.38	0.00	1,212.70	1,212.70 -	0
104-550-10-2100	FICA EXPENSE	3,337.84	5,240.00	2,156.14	3,083.86	41
104-550-10-2200	RETIREMENT	14,128.34	23,620.00	9,729.26	13,890.74	41
104-550-10-2300	LIFE & HEALTH INSURANCE	3,524.88	3,600.00	2,049.02	1,550.98	57
104-550-30-3100	PROFESSIONAL SERVICES	0.00	40,000.00	0.00	40,000.00	0
104-550-30-4000	TRAVEL & PER DIEM	0.00	750.00	0.00	750.00	0
104-550-30-5400	SUBSCRIPTIONS/DUES	200.00	200.00	175.00	25.00	88
104-550-30-5500	TRAINING	0.00	1,500.00	0.00	1,500.00	0
104-550-60-6330	FACADE IMPROVEMENT GRANT	0.00	80,000.00	3,891.36	76,108.64	5
104-550-70-7303	DEMOLITIONS	0.00	25,000.00	0.00	25,000.00	0
104-550-70-7307	MISC. OTHER PROJECTS	50,496.00	8,679.00	8,679.00	0.00	100
104-550-70-7308	DOWNTOWN PARKING IMPROVEMENTS	0.00	240,000.00	0.00	240,000.00	0
550 COMM REDEVELOPMENT DEPT.:		115,318.60	497,009.00	54,864.24	442,144.76	11
104-580-90-9904	CONTINGENCY - CRA DISTRICT	0.00	1,483,851.00	0.00	1,483,851.00	0
COMMUNITY REDEVELOPMENT Expenditure		115,318.60	1,980,860.00	54,864.24	1,925,995.76	3

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YTD	104 COMMUNITY REDEVELOPMENT	Prior
8,148.69	Revenues:	576,953.03
54,864.24	Expenditures:	115,318.60
46,715.55 -	Net Income:	461,634.43

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<u>Revenue Account</u>	<u>Description</u>	<u>Prior Yr Rev</u>	<u>Anticipated</u>	<u>YTD Rev</u>	<u>Excess/Deficit</u>	<u>% Real</u>
105-361-0000	INTEREST	91.20	100.00	13.58	86.42 -	14
105-369-0058	DONATIONS	30,942.00	15,000.00	19,982.00	4,982.00	133
105-389-5010	CASH FORWARD - BAKER HOUSE	0.00	18,000.00	0.00	18,000.00 -	0
BAKER HOUSE Revenue Totals		31,033.20	33,100.00	19,995.58	13,104.42 -	60

<u>Expenditure Account</u>	<u>Description</u>	<u>Prior Yr Expd</u>	<u>Budgeted</u>	<u>YTD Expended</u>	<u>Unexpended</u>	<u>% Expd</u>
105-576-00-0000	BAKER HOUSE DEPARTMENT:	0.00	0.00	0.00	0.00	0
105-576-30-4620	BAKER HOUSE OPERATIONS	45,844.10	0.00	56.64	56.64 -	0
105-580-90-9910	CONTINGENCY - BAKER HOUSE	0.00	33,100.00	0.00	33,100.00	0
BAKER HOUSE Expenditure Totals		45,844.10	33,100.00	56.64	33,043.36	0

<u>YTD</u>	105 BAKER HOUSE	<u>Prior</u>
19,995.58	Revenues:	31,033.20
56.64	Expenditures:	45,844.10
19,938.94	Net Income:	14,810.90 -

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<u>Revenue Account</u>	<u>Description</u>	<u>Prior Yr Rev</u>	<u>Anticipated</u>	<u>YTD Rev</u>	<u>Excess/Deficit</u>	<u>% Real</u>
106-589-5010	CARRY FORWARD - HISTORICAL FUND	0.00	45.00	0.00	45.00 -	0
	WILDWOOD AREA HISTORICAL ASSOCIATIO	0.00	45.00	0.00	45.00 -	0

<u>Expenditure Account</u>	<u>Description</u>	<u>Prior Yr Expd</u>	<u>Budgeted</u>	<u>YTD Expended</u>	<u>Unexpended</u>	<u>% Expd</u>
106-577-00-0000	WILDWOOD AREA HISTORICAL ASSN	0.00	0.00	0.00	0.00	0
106-580-90-9911	CONTINGENCY - HISTORICAL ACCT	0.00	45.00	0.00	45.00	0
	WILDWOOD AREA HISTORICA Expenditure T	0.00	45.00	0.00	45.00	0

<u>YTD</u>	<u>106 WILDWOOD AREA HISTORICAL ASSOCI/</u>	<u>Prior</u>
0.00	Revenues:	0.00
0.00	Expenditures:	0.00
0.00	Net Income:	0.00

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<u>Revenue Account</u>	<u>Description</u>	<u>Prior Yr Rev</u>	<u>Anticipated</u>	<u>YTD Rev</u>	<u>Excess/Deficit</u>	<u>% Real</u>
107-341-3004	RECREATION IMPACT FEES	416,261.25	225,000.00	185,688.02	39,311.98 -	83
107-361-0000	INTEREST	6,203.97	1,000.00	4,939.50	3,939.50	494
107-389-5004	CASH FORWARD - P & R IMPACT FEE	0.00	736,160.00	0.00	736,160.00 -	0
RECREATION IMPACT FEES Revenue Totals		422,465.22	962,160.00	190,627.52	771,532.48 -	19

<u>Expenditure Account</u>	<u>Description</u>	<u>Prior Yr Expd</u>	<u>Budgeted</u>	<u>YTD Expended</u>	<u>Unexpended</u>	<u>% Expd</u>
107-572-00-0000	RECREATION IMPACT FEES:	0.00	0.00	0.00	0.00	0
107-580-90-9903	CONTINGENCY - P&R IMPACT FEES	0.00	962,160.00	0.00	962,160.00	0
RECREATION IMPACT FEES Expenditure Tota		0.00	962,160.00	0.00	962,160.00	0

<u>YTD</u>	107 RECREATION IMPACT FEES	<u>Prior</u>
190,627.52	Revenues:	422,465.22
0.00	Expenditures:	0.00
190,627.52	Net Income:	422,465.22

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<u>Revenue Account</u>	<u>Description</u>	<u>Prior Yr Rev</u>	<u>Anticipated</u>	<u>YTD Rev</u>	<u>Excess/Deficit</u>	<u>% Real</u>
108-341-3001	LAW ENFORCEMENT IMPACT FEES	743,696.30	1,100,000.00	495,848.01	604,151.99 -	45
108-361-0000	INTEREST	199.89	100.00	106.23	6.23	106
108-389-5002	CASH FORWARD - POLICE IMPACT FEE	0.00	1,320,330.00	0.00	1,320,330.00 -	0
	LAW ENFORCEMENT IMPACT FEES Revenue	743,896.19	2,420,430.00	495,954.24	1,924,475.76 -	20

<u>Expenditure Account</u>	<u>Description</u>	<u>Prior Yr Expd</u>	<u>Budgeted</u>	<u>YTD Expended</u>	<u>Unexpended</u>	<u>% Expd</u>
108-521-00-0000	LAW ENFORCEMENT IMPACT FEES:	0.00	0.00	0.00	0.00	0
108-521-30-4900	MISC. EXPENSE & OTHER CURRENT	399.26	0.00	200.59	200.59 -	0
108-521-60-6200	CAP.IMPROVEMENT-BUILDINGS	0.00	400,000.00	0.00	400,000.00	0
108-521-60-6400	CAP. IMPROVEMENT- MACHINERY & EQUIPM	138,184.26	608,375.44	34,106.34	574,269.10	6
108-521-70-9105	TRANSFER TO GENERAL FUND - LOAN PAYM	412,800.00	412,800.00	0.00	412,800.00	0
	521 LAW ENFORCEMENT IMPACT FEES:	551,383.52	1,421,175.44	34,306.93	1,386,868.51	2
108-580-90-9902	CONTINGENCY -LAW ENFORCEMENT IMPAC	0.00	999,254.56	0.00	999,254.56	0
	LAW ENFORCEMENT IMPACT Expenditure To	551,383.52	2,420,430.00	34,306.93	2,386,123.07	1

<u>YTD</u>	<u>108 LAW ENFORCEMENT IMPACT FEES</u>	<u>Prior</u>
495,954.24	Revenues:	743,896.19
34,306.93	Expenditures:	551,383.52
461,647.31	Net Income:	192,512.67

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<u>Revenue Account</u>	<u>Description</u>	<u>Prior Yr Rev</u>	<u>Anticipated</u>	<u>YTD Rev</u>	<u>Excess/Deficit</u>	<u>% Real</u>
301-334-9000	STATE GRANT REVENUE	0.00	900,000.00	0.00	900,000.00 -	0
301-361-0000	INTEREST	129,463.97	10,000.00	89,597.12	79,597.12	896
301-382-0010	TRANSFER FROM GENERAL FUND	10,100,000.00	15,700,000.00	0.00	15,700,000.00 -	0
301-389-5000	NON-OPERATIONAL CASH FORWARD-CAP.IM	0.00	13,481,125.00	0.00	13,481,125.00 -	0
CAPITAL IMPROVEMENT FUND Revenue Total		10,229,463.97	30,091,125.00	89,597.12	30,001,527.88 -	0
<u>Expenditure Account</u>	<u>Description</u>	<u>Prior Yr Expd</u>	<u>Budgeted</u>	<u>YTD Expended</u>	<u>Unexpended</u>	<u>% Expd</u>
301-500-00-0000	CAPITAL IMPROVEMENT FUND	0.00	0.00	0.00	0.00	0
301-513-60-6201	CITY HALL HVAC PROJECT	55,153.13	0.00	0.00	0.00	0
301-516-60-6301	DOWNTOWN MASTER PLAN PROJECTS	44,105.56	40,700.00	831,373.59	790,673.59 -	***
301-516-60-6304	TRAILWINDS FOUNTAIN	24,811.56	0.00	559.82	559.82 -	0
516 Total		68,917.12	40,700.00	831,933.41	791,233.41 -	***
301-521-60-6301	POLICE DEPARTMENT HQ MONUMENT SIGN	12,425.00	21,269.00	12,869.00	8,400.00	61
301-541-60-6101	DRAINAGE PROJECT LAND ACQUISITION	39,900.00	32,100.00	226,033.67	193,933.67 -	704
301-541-60-6202	MUNICIPAL SERVICES COMPLEX PROJECT	604,899.39	97,445.45	70,747.32	26,698.13	73
301-541-60-6203	PW POLE BARN	118,900.00	0.00	0.00	0.00	0
301-541-60-6204	PW BUILDING HVAC UPGRADES	6,250.00	80,000.00	7,645.00	72,355.00	10
301-541-60-6205	MSC HVAC UPGRADES	39,064.60	0.00	0.00	0.00	0
301-541-60-6301	PLEASANTDALE REHAB	891,144.28	407,173.92	383,999.48	23,174.44	94
301-541-60-6302	BARWICK REHAB	102,922.60	1,943,668.20	25,827.21	1,917,840.99	1
301-541-60-6303	OAK GROVE VILLAGE DRAINAGE IMPROVEM	121,808.28	1,726,390.00	35,870.00	1,690,520.00	2
301-541-60-6305	PAVEMENT PRESERVATION PLAN	743,276.36	60,000.00	18,932.54	41,067.46	32
301-541-60-6306	CLAY DRAIN ROAD DESIGN	139,242.00	725,567.00	46,781.00	678,786.00	6
301-541-60-6307	JACKSON ST IMPROVEMENTS	0.00	2,027,021.00	23,996.00	2,003,025.00	1
301-541-60-6308	HUEY ST IMPROVEMENTS	44,900.00	1,539,900.00	18,642.35	1,521,257.65	1

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<u>Expenditure Account</u>	<u>Description</u>	<u>Prior Yr Expd</u>	<u>Budgeted</u>	<u>YTD Expended</u>	<u>Unexpended</u>	<u>% Expd</u>
301-541-60-6309	ST CLAIR STREET IMPROVEMENTS	0.00	450,000.00	0.00	450,000.00	0
301-541-60-6310	DOWNTOWN PARKING GARAGE	276,116.16	8,330,288.24	2,547,933.79	5,782,354.45	31
301-541-60-6311	MSC ENTRANCE GATE	0.00	25,000.00	16,370.95	8,629.05	65
301-541-60-6312	BROKEN OAK DRIVE	0.00	400,000.00	436,102.35	36,102.35 -	109
301-541-60-6313	CSX ROAD REHAB	0.00	50,000.00	0.00	50,000.00	0
301-541-60-6314	WATERSHED MASTER PLAN	0.00	620,000.00	0.00	620,000.00	0
541 Total		3,128,423.67	18,514,553.81	3,858,881.66	14,655,672.15	21
301-572-60-6201	MLK PARK CONCESSION STAND/RESTROOM	247,643.71	0.00	0.00	0.00	0
301-572-60-6202	BAKER HOUSE RESTROOMS	42,082.63	0.00	0.00	0.00	0
301-572-60-6205	RECREATION CENTER AT MLK PARK	646,463.08	1,031,161.60	156,456.00	874,705.60	15
301-572-60-6207	OUTREACH CENTER RE-ROOF	15,590.00	0.00	0.00	0.00	0
301-572-60-6302	MILLENNIUM PARK IMPROVEMENTS	398,211.17	7,910,327.00	53,046.50	7,857,280.50	1
301-572-60-6303	MLK PARK BASKETBALL COURT REHAB	87,010.00	0.00	0.00	0.00	0
301-572-60-6304	LAKE DEATON PIER IMPROVEMENTS	8,328.08	442,170.00	8,821.57	433,348.43	2
301-572-60-6305	CITY HALL COURTYARD REHAB	48,019.69	12,588.00	12,588.00	0.00	100
301-572-60-6306	OXFORD PARK IMPROVEMENTS	0.00	150,000.00	0.00	150,000.00	0
301-572-60-6307	DOG PARK IMPROVEMENTS	0.00	60,000.00	0.00	60,000.00	0
572 Total		1,493,348.36	9,606,246.60	230,912.07	9,375,334.53	2
301-575-60-6201	COMMUNITY CENTER HVAC UPGRADES	37,930.00	400,000.00	13,520.00	386,480.00	3
301-580-90-9901	CONTINGENCY-CAP.IMPROVEMENT FUND	0.00	1,508,355.59	0.00	1,508,355.59	0
CAPITAL IMPROVEMENT FUN Expenditure To		4,796,197.28	30,091,125.00	4,948,116.14	25,143,008.86	16

YTD

89,597.12

301 CAPITAL IMPROVEMENT FUND

Prior

Revenues: 10,229,463.97

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4,948,116.14

4,858,519.02 -

Expenditures: 4,796,197.28

Net Income: 5,433,266.69

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<u>Revenue Account</u>	<u>Description</u>	<u>Prior Yr Rev</u>	<u>Anticipated</u>	<u>YTD Rev</u>	<u>Excess/Deficit</u>	<u>% Real</u>
401-343-3100	WATER SALES-OPERATING INCOME	3,565,912.59	4,016,300.00	1,570,467.29	2,445,832.71 -	39
401-343-3500	WATER- METER INSTALLATIONS	346,338.87	263,000.00	75,239.11	187,760.89 -	29
401-343-3510	WATER- OTHER (ON/OFF FEES)	40,145.00	30,000.00	14,160.00	15,840.00 -	47
401-343-3520	WATER INCOME-OTHER	21,611.81	10,000.00	6,484.08	3,515.92 -	65
401-343-3521	RETURN CHECK BILLINGS	25,482.58 -	0.00	0.00	0.00	0
401-343-5100	SEWER OPERATING INCOME-BILLINGS	5,226,279.34	7,100,600.00	2,583,924.11	4,516,675.89 -	36
401-343-5510	SEWER OTHER MISC	0.00	12,000.00	0.00	12,000.00 -	0
401-343-5511	LAND LEASE-TURTLE MOUNT(TOWER)	15,428.34	15,000.00	9,257.50	5,742.50 -	62
401-343-5520	TSS/COD WASTEWATER FEES	937,238.46	800,000.00	370,186.54	429,813.46 -	46
401-343-6100	REUSE WATER OPERATIONS	138,140.49	118,450.00	60,459.91	57,990.09 -	51
401-361-0000	INTEREST EARNINGS	104,713.63	50,000.00	50,379.57	379.57	101
401-381-1005	TRANSFER FROM SEWER CONNECTION FEE	228,590.00	0.00	0.00	0.00	0
401-381-1007	TRANSFER FROM 2013 DEBT REFI CONST FL	2,965,188.00	0.00	0.00	0.00	0
401-381-1008	TRANSFER FROM WATER CONNECTION FEE	175,798.00	0.00	0.00	0.00	0
401-381-1011	TRANSFER FROM WATER SDC FUND	221,012.40	0.00	0.00	0.00	0
401-381-1014	TRANSFER FROM SEWER SDC FUND	1,446,431.41	0.00	0.00	0.00	0
401-389-4000	STATE APPROPRIATIONS	100,000.00	0.00	0.00	0.00	0
401-389-5000	Non-Operational-Cash Forward- W/S	0.00	7,600,000.00	0.00	7,600,000.00 -	0
UTILITY FUND Revenue Totals		15,507,345.76	20,015,350.00	4,740,558.11	15,274,791.89 -	23

<u>Expenditure Account</u>	<u>Description</u>	<u>Prior Yr Expd</u>	<u>Budgeted</u>	<u>YTD Expended</u>	<u>Unexpended</u>	<u>% Expd</u>
401-530-00-0000	PHYSICAL ENVIRONMENT/ADMIN:	0.00	0.00	0.00	0.00	0
401-530-10-1200	SALARIES	146,569.52	191,040.00	82,035.05	109,004.95	43
401-530-10-1300	OVERTIME	0.00	1,000.00	0.00	1,000.00	0
401-530-10-1500	SICK LEAVE	6,945.89	0.00	4,737.69	4,737.69 -	0
401-530-10-1600	VACATION PAY	8,073.35	0.00	6,667.08	6,667.08 -	0
401-530-10-1800	HOLIDAY PAY	6,078.27	0.00	4,181.86	4,181.86 -	0
401-530-10-2100	FICA EXPENSE	12,806.59	14,700.00	7,458.96	7,241.04	51

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<i>Expenditure Account</i>	<i>Description</i>	<i>Prior Yr Expd</i>	<i>Budgeted</i>	<i>YTD Expended</i>	<i>Unexpended</i>	<i>% Expd</i>
401-530-10-2200	RETIREMENT	20,844.77	25,880.00	13,247.26	12,632.74	51
401-530-10-2210	BENEFIT ADMIN FEES	129.00	0.00	27.00	27.00 -	0
401-530-10-2300	LIFE & HEALTH INSURANCE	34,072.48	37,440.00	20,372.32	17,067.68	54
401-530-10-2500	UNEMPLOYMENT COMPENSATION	0.00	1,500.00	0.00	1,500.00	0
401-530-10-2600	WORKERS COMPENSATION INSURANCE	1,090.70	1,000.00	1,281.80	281.80 -	128
401-530-30-3100	PROFESSIONAL SERVICES	2,750.00	3,000.00	920.00	2,080.00	31
401-530-30-3200	ACCOUNTING & AUDITING FEES	19,250.00	24,000.00	0.00	24,000.00	0
401-530-30-3400	OTHER CONTRACTUAL SERVICES	28,943.41	34,950.00	14,614.81	20,335.19	42
401-530-30-4000	TRAVEL & PER DIEM	0.00	500.00	0.00	500.00	0
401-530-30-4100	TELEPHONE EXPENSE	4,701.84	5,000.00	2,319.72	2,680.28	46
401-530-30-4110	IT LICENSING / EQUIPMENT	26,620.78	37,730.00	31,948.57	5,781.43	85
401-530-30-4200	POSTAGE/TRANSPORTATION FEES	25,964.26	32,800.00	16,453.13	16,346.87	50
401-530-30-4300	UTILITIES EXPENSE	17,422.24	20,000.00	9,401.31	10,598.69	47
401-530-30-4400	RENTAL & LEASING	2,949.61	3,650.00	1,604.33	2,045.67	44
401-530-30-4500	GENERAL INSURANCE	186,069.91	400,000.00	314,964.50	85,035.50	79
401-530-30-4600	REPAIR & MAINTENANCE	10,473.19	23,700.00	22,243.05	1,456.95	94
401-530-30-4900	MISC. EXPENSE & OTHER CURRENT	16,260.79	14,500.00	7,508.39	6,991.61	52
401-530-30-5100	OFFICE SUPPLIES	970.43	1,000.00	243.63	756.37	24
401-530-30-5200	OPERATING SUPPLIES	4,579.90	5,500.00	1,723.82	3,776.18	31
401-530-30-5400	SUBSCRIPTIONS/DUES	37.50	500.00	0.00	500.00	0
401-530-30-5500	TRAINING	702.00	1,000.00	0.00	1,000.00	0
	530 PHYSICAL ENVIRONMENT/ADMIN:	584,306.43	880,390.00	563,954.28	316,435.72	64
401-533-00-0000	WATER DEPARTMENT:	0.00	0.00	0.00	0.00	0
401-533-10-1200	SALARIES	642,642.40	967,250.00	381,393.29	585,856.71	39
401-533-10-1250	ON CALL	7,950.00	7,800.00	6,800.00	1,000.00	87
401-533-10-1300	OVERTIME	11,878.23	15,000.00	7,012.43	7,987.57	47
401-533-10-1500	SICK LEAVE	23,141.58	0.00	18,319.00	18,319.00 -	0

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<u>Expenditure Account</u>	<u>Description</u>	<u>Prior Yr Expd</u>	<u>Budgeted</u>	<u>YTD Expended</u>	<u>Unexpended</u>	<u>% Expd</u>
401-533-10-1600	VACATION PAY	39,942.19	0.00	21,575.95	21,575.95 -	0
401-533-10-1800	HOLIDAY PAY	24,209.16	0.00	18,778.55	18,778.55 -	0
401-533-10-1820	HOLIDAY PREMIUM	2,583.89	5,000.00	521.16	4,478.84	10
401-533-10-2100	FICA EXPENSE	57,882.46	76,130.00	34,998.84	41,131.16	46
401-533-10-2200	RETIREMENT	94,067.66	135,030.00	61,360.00	73,670.00	45
401-533-10-2210	BENEFIT ADMIN FEES	85.50	0.00	63.00	63.00 -	0
401-533-10-2300	LIFE & HEALTH INSURANCE	114,180.59	168,480.00	78,981.72	89,498.28	47
401-533-10-2500	UNEMPLOYMENT COMPENSATION	0.00	2,500.00	0.00	2,500.00	0
401-533-10-2600	WORKERS COMPENSATION INSURANCE	16,360.37	16,000.00	20,508.49	4,508.49 -	128
401-533-30-3100	PROFESSIONAL SERVICES	64,275.98	60,000.00	35,567.15	24,432.85	59
401-533-30-3400	OTHER CONTRACTUAL SERVICES	69,380.07	349,000.00	34,271.76	314,728.24	10
401-533-30-3450	CLOTHING AND UNIFORMS	5,724.11	9,000.00	4,604.82	4,395.18	51
401-533-30-4000	TRAVEL & PER DIEM	7,055.09	8,000.00	1,281.06	6,718.94	16
401-533-30-4100	TELEPHONE EXPENSE	32,434.59	38,600.00	16,144.51	22,455.49	42
401-533-30-4110	IT LICENSING / EQUIPMENT	37,240.50	83,500.00	37,399.10	46,100.90	45
401-533-30-4200	POSTAGE/TRANSPORTATION FEES	1,221.31	3,500.00	975.18	2,524.82	28
401-533-30-4300	UTILITIES EXPENSE	202,062.93	185,000.00	81,009.63	103,990.37	44
401-533-30-4400	RENTAL & LEASING	14,413.20	9,000.00	1,565.86	7,434.14	17
401-533-30-4600	REPAIR & MAINTENANCE	83,881.43	130,000.00	47,166.58	82,833.42	36
401-533-30-4900	MISC. EXPENSE & OTHER CURRENT	0.00	5,000.00	4,030.00	970.00	81
401-533-30-4960	BOOT ALLOWANCE	1,062.16	3,000.00	1,458.29	1,541.71	49
401-533-30-5010	BAD DEBT EXPENSE	60.19	0.00	0.00	0.00	0
401-533-30-5100	OFFICE SUPPLIES	6,304.82	6,500.00	2,322.36	4,177.64	36
401-533-30-5200	OPERATING SUPPLIES	407,423.19	125,000.00	106,422.62	18,577.38	85
401-533-30-5220	WATER METERS	0.00	311,445.01	172,149.74	139,295.27	55
401-533-30-5250	FUEL EXPENSE	43,487.93	45,000.00	16,402.19	28,597.81	36
401-533-30-5260	CHEMICALS	285,007.78	250,000.00	185,794.50	64,205.50	74
401-533-30-5270	LABORATORY SAMPLES	38,371.00	45,000.00	10,734.00	34,266.00	24

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401-533-30-5400	SUBSCRIPTIONS/DUES	6,399.80	9,000.00	3,131.64	5,868.36	35
401-533-30-5500	TRAINING	5,191.95	7,600.00	1,357.18	6,242.82	18
401-533-60-6300	CAPITAL IMPROVEMENT-OTHER	34,253.00	87,750.00	23,351.85	64,398.15	27
401-533-60-6301	METER CHANGE OUT PROGRAM	81,600.00	137,500.00	115,407.65	22,092.35	84
401-533-60-6350	LOOP/UPGRADE WATER MAINS	55,255.00	550,000.00	88,165.55	461,834.45	16
401-533-60-6400	CAP. IMPROVEMENT-MACHINERY	7,125.00	419,566.00	80,217.00	339,349.00	19
401-533-60-6681	LEASE PURCHASE PRINCIPAL PMT	0.00	18,450.00	19,188.55	738.55 -	104
401-533-60-6691	LEASE PURCHASE INTEREST PMT	3,151.86	3,160.00	2,409.86	750.14	76
	533 WATER DEPARTMENT:	2,527,306.92	4,292,761.01	1,742,841.06	2,549,919.95	41
401-535-00-0000	WASTEWATER DEPARTMENT:	0.00	0.00	0.00	0.00	0
401-535-10-1200	SALARIES	796,669.40	1,454,140.00	554,894.65	899,245.35	38
401-535-10-1250	ON CALL	11,700.00	19,500.00	10,200.00	9,300.00	52
401-535-10-1300	OVERTIME	17,642.88	19,500.00	14,370.48	5,129.52	74
401-535-10-1500	SICK LEAVE	21,642.51	0.00	29,123.07	29,123.07 -	0
401-535-10-1600	VACATION PAY	50,846.50	0.00	32,184.56	32,184.56 -	0
401-535-10-1800	HOLIDAY PAY	26,619.62	0.00	24,215.99	24,215.99 -	0
401-535-10-1820	HOLIDAY PREMIUM	10,363.17	12,000.00	6,034.21	5,965.79	50
401-535-10-2100	FICA EXPENSE	71,892.67	115,150.00	51,899.16	63,250.84	45
401-535-10-2200	RETIREMENT	118,000.52	204,250.00	93,579.80	110,670.20	46
401-535-10-2210	BENEFIT ADMIN FEES	103.50	0.00	162.00	162.00 -	0
401-535-10-2300	LIFE & HEALTH INSURANCE	136,447.11	290,160.00	98,945.55	191,214.45	34
401-535-10-2500	UNEMPLOYMENT COMPENSATION	0.00	2,500.00	0.00	2,500.00	0
401-535-10-2600	WORKERS COMPENSATION INSURANCE	32,720.75	32,000.00	41,017.06	9,017.06 -	128
401-535-30-3100	PROFESSIONAL SERVICES	191,662.95	137,686.00	114,011.89	23,674.11	83
401-535-30-3400	OTHER CONTRACTUAL SERVICES	118,857.29	408,000.00	136,903.66	271,096.34	34
401-535-30-3450	CLOTHING AND UNIFORMS	5,939.26	10,000.00	4,667.89	5,332.11	47
401-535-30-4000	TRAVEL & PER DIEM	2,788.56	4,500.00	2,207.19	2,292.81	49

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<u>Expenditure Account</u>	<u>Description</u>	<u>Prior Yr Expd</u>	<u>Budgeted</u>	<u>YTD Expended</u>	<u>Unexpended</u>	<u>% Expd</u>
401-535-30-4100	TELEPHONE EXPENSE	19,656.30	20,000.00	11,641.54	8,358.46	58
401-535-30-4110	IT LICENSING / EQUIPMENT	32,186.87	87,170.00	49,800.74	37,369.26	57
401-535-30-4200	POSTAGE/TRANSPORTATION FEES	803.09	2,000.00	1,562.23	437.77	78
401-535-30-4300	UTILITIES EXPENSE	439,112.44	400,000.00	276,801.84	123,198.16	69
401-535-30-4400	RENTAL & LEASING	1,503.49	3,000.00	8,080.70	5,080.70 -	269
401-535-30-4600	REPAIR & MAINTENANCE	468,998.09	470,000.00	269,010.90	200,989.10	57
401-535-30-4900	MISC. EXPENSE & OTHER CURRENT	353.36	3,000.00	10,881.08	7,881.08 -	363
401-535-30-4940	LANDFILL DISPOSAL FEES	161,403.45	180,000.00	103,768.93	76,231.07	58
401-535-30-4960	BOOT ALLOWANCE	1,249.32	5,000.00	759.33	4,240.67	15
401-535-30-5100	OFFICE SUPPLIES	5,204.89	5,500.00	2,437.42	3,062.58	44
401-535-30-5200	OPERATING SUPPLIES	187,089.01	300,000.00	154,206.72	145,793.28	51
401-535-30-5250	FUEL EXPENSE	59,971.52	65,000.00	29,536.77	35,463.23	45
401-535-30-5260	CHEMICALS	200,187.21	200,000.00	141,093.33	58,906.67	71
401-535-30-5270	LABORATORY SAMPLES	43,141.00	65,000.00	22,364.00	42,636.00	34
401-535-30-5400	SUBSCRIPTIONS/DUES	1,171.85	4,000.00	2,611.64	1,388.36	65
401-535-30-5500	TRAINING	2,402.83	7,600.00	4,059.22	3,540.78	53
401-535-60-6200	CAP. IMPROVEMENT-BUILDINGS	7,651.00	0.00	0.00	0.00	0
401-535-60-6250	LIFT STATION UPGRADES	175,657.00	720,556.00	422,209.63	298,346.37	59
401-535-60-6300	CAPITAL IMPROVEMENT-OTHER	137,920.00	86,594.00	46,594.00	40,000.00	54
401-535-60-6310	MILLENNIUM PARK PROJECT	0.00	117,989.62	74,809.62	43,180.00	63
401-535-60-6330	CR 209 LS UPGRADES	0.00	725,000.00	212,243.00	512,757.00	29
401-535-60-6340	GRAVITY SYSTEM RENEWAL & REPLACEMENT	0.00	346,500.00	0.00	346,500.00	0
401-535-60-6400	CAP. IMPROVEMENT-MACHINERY	63,507.94	1,163,500.00	656,756.23	506,743.77	56
401-535-60-6610	SEWER SYSTEM RENEWAL AND REPLACEMENT	227,922.50	550,000.00	69,523.70	480,476.30	13
401-535-60-6681	LEASE PURCHASE PRINCIPAL PMT	0.00	79,985.00	79,982.17	2.83	100
401-535-60-6691	LEASE PURCHASE INTEREST PMT	8,981.09	4,620.00	4,616.50	3.50	100
401-535-60-6770	SR 44 FM / CCC DECOMMISSIONING	0.00	3,773,495.00	1,767,888.84	2,005,606.16	47
401-535-70-7303	WILDWOOD ESTATES LS	0.03 -	82,736.40	81,767.83	968.57	99

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	535 WASTEWATER DEPARTMENT:	3,859,970.91	12,177,632.02	5,719,425.07	6,458,206.95	47
401-580-90-0000	CONTINGENCY:	0.00	0.00	0.00	0.00	0
401-580-90-9912	CONTIN- WATER SEWER-REFUSE	0.00	661,926.97	0.00	661,926.97	0
401-582-00-0000	DEBT SERVICE:	0.00	0.00	0.00	0.00	0
401-582-30-5900	DEPRECIATION	2,529,611.00	0.00	0.00	0.00	0
401-582-30-5920	BAD DEBT EXPENSE	84,750.00	0.00	0.00	0.00	0
401-582-70-7100	SUMTER SCHOOL BOARD LEASE PURCHASE	0.00	170,000.00	170,000.00	0.00	100
401-582-70-7103	DBT SRV.-SRF LOAN PRIN-2007	0.00	347,940.00	173,067.80	174,872.20	50
401-582-70-7105	DBT. SERV-PRIN-99 BOND REFIN	0.00	318,100.00	0.00	318,100.00	0
401-582-70-7106	DEBT SERV-2016 CONTINENTAL LOAN (BB&T	0.00	107,757.00	110,531.26	2,774.26 -	103
401-582-70-7203	INT EXP.-SRF LOAN-2 (1996)	0.00	1,000,000.00	0.00	1,000,000.00	0
401-582-70-7204	INT EXP.-SRF LOAN-3 (2007)	39,105.08	31,980.00	16,889.64	15,090.36	53
401-582-70-7206	DEBT SERV-INTERST-2016 CONTINENTAL (BE	26,859.96	26,863.00	24,083.78	2,779.22	90
	582 DEBT SERVICE:	2,680,326.04	2,002,640.00	494,572.48	1,508,067.52	25
	UTILITY FUND Expenditure Totals	9,651,910.30	20,015,350.00	8,520,792.89	11,494,557.11	43

<u>YTD</u>	<u>401 UTILITY FUND</u>	<u>Prior</u>
4,740,558.11	Revenues:	15,507,345.76
8,520,792.89	Expenditures:	9,651,910.30
3,780,234.78 -	Net Income:	5,855,435.46

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<u>Revenue Account</u>	<u>Description</u>	<u>Prior Yr Rev</u>	<u>Anticipated</u>	<u>YTD Rev</u>	<u>Excess/Deficit</u>	<u>% Real</u>
402-361-0000	INTEREST	51,560.20	1,000.00	12,542.73	11,542.73	***
402-389-5000	CASH FORWARD	0.00	845,000.00	0.00	845,000.00 -	0
402-389-9001	LOAN PROCEEDS	0.00	120,000,000.00	0.00	120,000,000.00 -	0
402-389-9002	SRF LOAN PROCEEDS	0.00	12,000,000.00	0.00	12,000,000.00 -	0
CAPITAL PROJECTS (LOAN/GRANT) Revenue		51,560.20	132,846,000.00	12,542.73	132,833,457.27 -	0
<u>Expenditure Account</u>	<u>Description</u>	<u>Prior Yr Expd</u>	<u>Budgeted</u>	<u>YTD Expended</u>	<u>Unexpended</u>	<u>% Expd</u>
402-536-00-0000	CONSTRUCTION FUND:	0.00	0.00	0.00	0.00	0
402-536-70-7353	WWTP PROJECT	0.00	50,685,812.00	432,419.51	50,253,392.49	1
402-580-90-9913	CONTINGENCY - CONSTRUCTION FUND	0.00	82,160,188.00	0.00	82,160,188.00	0
402-581-90-9101	TRANSFER TO W/S REVENUE FUND	3,644,211.00	0.00	0.00	0.00	0
CAPITAL PROJECTS (LOAN/ Expenditure Tot		3,644,211.00	132,846,000.00	432,419.51	132,413,580.49	0

<u>YTD</u>	<u>402 CAPITAL PROJECTS (LOAN/GRANT)</u>	<u>Prior</u>
12,542.73	Revenues:	51,560.20
432,419.51	Expenditures:	3,644,211.00
419,876.78 -	Net Income:	3,592,650.80 -

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<u>Revenue Account</u>	<u>Description</u>	<u>Prior Yr Rev</u>	<u>Anticipated</u>	<u>YTD Rev</u>	<u>Excess/Deficit</u>	<u>% Real</u>
403-361-0000	INTEREST EARNINGS	555.13	100.00	150.70	50.70	151
403-389-5000	NON-OPERATIONAL-CASH FORWARD	0.00	63,300.00	0.00	63,300.00 -	0
INDUSTRIAL FUND Revenue Totals		555.13	63,400.00	150.70	63,249.30 -	0

<u>Expenditure Account</u>	<u>Description</u>	<u>Prior Yr Expd</u>	<u>Budgeted</u>	<u>YTD Expended</u>	<u>Unexpended</u>	<u>% Expd</u>
403-552-00-0000	INDUSTRIAL PARK:	0.00	0.00	0.00	0.00	0
403-552-30-3100	PROFESSIONAL SERVICES	0.00	1,000.00	0.00	1,000.00	0
403-552-30-4980	DEPRECIATION EXPENSE	6,607.00	0.00	0.00	0.00	0
552 INDUSTRIAL PARK:		6,607.00	1,000.00	0.00	1,000.00	0
403-580-90-9999	CONTINGENCY	0.00	52,400.00	0.00	52,400.00	0
403-581-00-0000	INDUSTRIAL PARK:	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
INDUSTRIAL FUND Expenditure Totals		16,607.00	63,400.00	0.00	63,400.00	0

<u>YTD</u>	403 INDUSTRIAL FUND	<u>Prior</u>
150.70	Revenues:	555.13
0.00	Expenditures:	16,607.00
150.70	Net Income:	16,051.87 -

CITY OF WILDWOOD
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<u>Revenue Account</u>	<u>Description</u>	<u>Prior Yr Rev</u>	<u>Anticipated</u>	<u>YTD Rev</u>	<u>Excess/Deficit</u>	<u>% Real</u>
404-361-0000	INTEREST	43.51	0.00	14.06	14.06	0
404-389-5002	CASH FORWARD - WATER CONNECTIONS	0.00	310,000.00	0.00	310,000.00 -	0
WATER CONNECTION FEES Revenue Totals		43.51	310,000.00	14.06	309,985.94 -	0

<u>Expenditure Account</u>	<u>Description</u>	<u>Prior Yr Expd</u>	<u>Budgeted</u>	<u>YTD Expended</u>	<u>Unexpended</u>	<u>% Expd</u>
404-533-00-0000	WATER CONNECTION FEES:	0.00	0.00	0.00	0.00	0
404-533-30-4900	MISC. EXPENSE & OTHER CURRENT	361.33	0.00	180.19	180.19 -	0
404-533-70-7352	ASHLEY WTP PROJECT	0.05	214,192.70	224,125.00	9,932.30 -	105
533 WATER CONNECTION FEES:		361.38	214,192.70	224,305.19	10,112.49 -	105
404-580-90-9909	CONTINGENCY - WATER CONNECTION FEES	0.00	95,807.30	0.00	95,807.30	0
404-581-90-9101	TRANSFER TO W/S FUND	175,798.00	0.00	0.00	0.00	0
WATER CONNECTION FEES Expenditure Tota		176,159.38	310,000.00	224,305.19	85,694.81	72

<u>YTD</u>	<u>404 WATER CONNECTION FEES</u>	<u>Prior</u>
14.06	Revenues:	43.51
224,305.19	Expenditures:	176,159.38
224,291.13 -	Net Income:	176,115.87 -

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<u>Revenue Account</u>	<u>Description</u>	<u>Prior Yr Rev</u>	<u>Anticipated</u>	<u>YTD Rev</u>	<u>Excess/Deficit</u>	<u>% Real</u>
406-361-0000	INTEREST	26.27	0.00	7.69	7.69	0
406-389-5006	CASH FORWARD - WASTEWATER CONNECTION	0.00	183,800.00	0.00	183,800.00 -	0
	WASTEWATER CONNECTION FEES Revenue	26.27	183,800.00	7.69	183,792.31 -	0

<u>Expenditure Account</u>	<u>Description</u>	<u>Prior Yr Expd</u>	<u>Budgeted</u>	<u>YTD Expended</u>	<u>Unexpended</u>	<u>% Expd</u>
406-535-00-0000	SEWER TAP CONNECTION FEES:	0.00	0.00	0.00	0.00	0
406-535-30-4900	MISC. EXPENSE & OTHER CURRENT	360.38	0.00	180.19	180.19 -	0
406-535-60-6393	WILDWOOD ESTATES LS	0.10 -	0.00	0.00	0.00	0
	535 SEWER TAP CONNECTION FEES:	360.28	0.00	180.19	180.19 -	0
406-580-90-5006	CONTINGENCY - WASTEWATER CONNECTION	0.00	183,800.00	0.00	183,800.00	0
406-581-90-9101	TRANSFER TO W/S FUND	228,590.00	0.00	0.00	0.00	0
	WASTEWATER CONNECTION F Expenditure T	228,950.28	183,800.00	180.19	183,619.81	0

<u>YTD</u>	<u>406 WASTEWATER CONNECTION FEES</u>	<u>Prior</u>
7.69	Revenues:	26.27
180.19	Expenditures:	228,950.28
172.50 -	Net Income:	228,924.01 -

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<u>Revenue Account</u>	<u>Description</u>	<u>Prior Yr Rev</u>	<u>Anticipated</u>	<u>YTD Rev</u>	<u>Excess/Deficit</u>	<u>% Real</u>
408-343-3560	WATER SDC FEES	1,828,774.28	3,019,600.00	1,162,883.62	1,856,716.38 -	39
408-361-0000	INTEREST EARNED	415.69	100.00	258.61	158.61	259
408-389-5012	CASH FORWARD - WATER SDC	0.00	4,301,700.00	0.00	4,301,700.00 -	0
WATER SDC FEES Revenue Totals		1,829,189.97	7,321,400.00	1,163,142.23	6,158,257.77 -	15

<u>Expenditure Account</u>	<u>Description</u>	<u>Prior Yr Expd</u>	<u>Budgeted</u>	<u>YTD Expended</u>	<u>Unexpended</u>	<u>% Expd</u>
408-533-30-3401	DEVELOPER REIMBURSEMENTS	0.00	500,000.00	0.00	500,000.00	0
408-533-30-4900	MISC. EXPENSE & OTHER CURRENT	383.92	0.00	190.76	190.76 -	0
408-533-60-6310	OXFORD WTP PHOSPHATE INJECTION	0.00	156,000.00	0.00	156,000.00	0
408-533-60-6320	WATER USE PERMIT MODIFICATION	0.00	75,000.00	0.00	75,000.00	0
408-533-70-7311	CR501 WATER TREATMENT PLANT PROJECT	0.00	1,075,000.00	0.00	1,075,000.00	0
408-533-70-7351	CR 501 IRON FILTRATION PLANT UPGRADES	0.00	2,000,000.00	20,250.00	1,979,750.00	1
408-533-70-7352	ASHLEY WTP UPGRADES	0.00	550,000.00	212,325.00	337,675.00	39
533 Total		383.92	4,356,000.00	232,765.76	4,123,234.24	5

408-580-90-9914	CONTINGENCY - WATER SDC FUND	0.00	2,709,370.00	0.00	2,709,370.00	0
408-581-90-9101	TRANSFER TO W/S FUND	914,241.53	0.00	0.00	0.00	0
408-582-70-7107	SRF PRINCIPAL - OXFORD WTP	0.00	222,960.00	111,236.07	111,723.93	50
408-582-70-7207	SRF INTEREST - OXFORD WTP	35,017.20	33,070.00	16,778.73	16,291.27	51
582 Total		35,017.20	256,030.00	128,014.80	128,015.20	50

WATER SDC FEES Expenditure Totals		949,642.65	7,321,400.00	360,780.56	6,960,619.44	5
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<u>YTD</u>	<u>408 WATER SDC FEES</u>	<u>Prior</u>
1,163,142.23	Revenues:	1,829,189.97
360,780.56	Expenditures:	949,642.65

CITY OF WILDWOOD
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802,361.67

Net Income: 879,547.32

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<u>Revenue Account</u>	<u>Description</u>	<u>Prior Yr Rev</u>	<u>Anticipated</u>	<u>YTD Rev</u>	<u>Excess/Deficit</u>	<u>% Real</u>
409-343-5560	WASTEWATER SDC FEES	3,981,755.98	5,979,400.00	3,585,770.30	2,393,629.70 -	60
409-361-0000	INTEREST EARNED	860.27	500.00	606.56	106.56	121
409-389-5013	CASH FORWARD	0.00	9,500,000.00	0.00	9,500,000.00 -	0
WASTEWATER SDC FEES Revenue Totals		3,982,616.25	15,479,900.00	3,586,376.86	11,893,523.14 -	23

<u>Expenditure Account</u>	<u>Description</u>	<u>Prior Yr Expd</u>	<u>Budgeted</u>	<u>YTD Expended</u>	<u>Unexpended</u>	<u>% Expd</u>
409-535-30-4900	MISC. EXPENSE & OTHER CURRENT	388.69	0.00	193.08	193.08 -	0
409-535-60-6310	MILLENIUM PARK REUSE LINE	0.00	3,000,000.00	0.00	3,000,000.00	0
409-535-60-6315	HUEY STREET SANITARY SEWER REROUTE	0.00	480,500.00	213,703.51	266,796.49	44
409-535-70-7346	WWTP FACILITY PLAN	0.31 -	11,751,660.06	402,739.40	11,348,920.66	3
409-535-70-7355	BRIDGE CROSSING PROJECT	0.00	126,477.22	126,477.22	0.00	100
535 Total		388.38	15,358,637.28	743,113.21	14,615,524.07	5

409-580-90-9915	CONTINGENCY - WASTEWATER SDC FUND	0.00	45,662.72	0.00	45,662.72	0
409-581-90-9101	TRANSFER TO W/S REVENUE FUND	753,202.28	0.00	0.00	0.00	0
409-582-70-7101	DBT SERV-SRF CRC09 FORCEMAIN DESIGN I	0.00	4,480.00	2,222.86	2,257.14	50
409-582-70-7102	DBT SRV-SRF CR209 FM CONSTRUCTION PR	0.00	69,810.00	34,902.00	34,908.00	50
409-582-70-7200	INTEREST EXPENSE-CR209 FM SRF CONSTR	330.51	310.00	157.40	152.60	51
409-582-70-7202	INT EXP.-SRF DESIGN LOAN-CR209 FORCEM	1,075.23	1,000.00	510.25	489.75	51
582 Total		1,405.74	75,600.00	37,792.51	37,807.49	50

WASTEWATER SDC FEES Expenditure Totals		754,996.40	15,479,900.00	780,905.72	14,698,994.28	5
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<u>YTD</u>	<u>409 WASTEWATER SDC FEES</u>	<u>Prior</u>
3,586,376.86	Revenues:	3,982,616.25
780,905.72	Expenditures:	754,996.40

CITY OF WILDWOOD
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2,805,471.14

Net Income: 3,227,619.85

CITY OF WILDWOOD
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<u>Revenue Account</u>	<u>Description</u>	<u>Prior Yr Rev</u>	<u>Anticipated</u>	<u>YTD Rev</u>	<u>Excess/Deficit</u>	<u>% Real</u>
601-351-2000	CONFISCATED PROPERTY	0.00	1,500.00	0.00	1,500.00 -	0
601-361-0000	INTEREST	278.76	10.00	72.41	62.41	724
LAW ENFORCEMENT FUND Revenue Totals		278.76	1,510.00	72.41	1,437.59 -	4

<u>Expenditure Account</u>	<u>Description</u>	<u>Prior Yr Expd</u>	<u>Budgeted</u>	<u>YTD Expended</u>	<u>Unexpended</u>	<u>% Expd</u>
601-521-00-0000	LAW ENFORCEMENT TRUST:	0.00	0.00	0.00	0.00	0
601-580-90-9999	CONTINGENCY	0.00	53,315.00	0.00	53,315.00	0
LAW ENFORCEMENT FUND Expenditure Tota		0.00	53,315.00	0.00	53,315.00	0

<u>YTD</u>	601 LAW ENFORCEMENT FUND	<u>Prior</u>
72.41	Revenues:	278.76
0.00	Expenditures:	0.00
72.41	Net Income:	278.76

CITY OF WILDWOOD
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YTD	Grand Totals	Prior
35,458,567.70	Revenues:	64,045,954.74
25,836,524.26	Expenditures:	47,196,655.50
9,622,043.44	Net Income:	16,849,299.24

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA
REGULAR MEETING
February 26, 2024 7:00 PM
CITY HALL COMMISSION CHAMBER

(meeting taped)

1. Call to Order

Attendee Name	Title	Status
Ed Wolf	Mayor	Present
Pamala Harrison-Bivins	Mayor Pro Tem/Commissioner	Present
Joe Elliott	Commissioner	Present
Marcos Flores	Commissioner	Present
Julian Green	Commissioner	Present
Jason McHugh	City Manager	Present
Ashley Hunt	City Attorney	Present
Joshua Bills	City Attorney	Present
Cassandra Smith	Assistant City Manager/CFO	Present
Jessica Barnes	City Clerk	Present
Randall Parmer	Police Chief	Present
Melanie Strickland	Development Services Director	Present
Jeremy Hockenbury	Public Works Director	Present
Jason Martin	Assistant Utilities Director	Present

Mayor Wolf called the meeting to order at 7 p.m., followed by the invocation and Pledge of Allegiance.

2. Consent Agenda/Informational Items

No items were removed from the consent agenda. Items A through D were voted on together. No comments were offered or received. Vote 5-0.

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

A. Expenditure Report

B. Minutes for Approval: November 6, 2023 Special Meeting

C. PLAT 2306-004 Wildwood Landing Final Plat

D. Budgeted Financial Items

1. Purchase of 50 Manhole Rings and Covers in the Amount of \$26,470.50

2. Rehab and Coating of 29 Manholes by RCM Utilities in the Amount of \$70,937.50

3. Presentations and/or Proclamations

A. Proclaim March 2024 as Irish American Heritage Month

Mayor Wolf read a proclamation declaring March 2024 as Irish American Heritage Month. Sean Canning read a prepared statement regarding the history of the Irish in the United States. He then thanked the Commission for adopting the proclamation. No comments were offered or received. Vote 5-0.

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

B. Proclaim March 2024 as Problem Gambling Awareness Month (PGAM)

Mayor Wolf read a proclamation declaring March 2024 as Problem Gambling Awareness Month. Commissioner Elliott commented that he felt the proclamation recognized the importance of the recently passed legislation regarding internet cafés. No further comments were offered or received. Vote 5-0.

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

4. Public Hearings - Timed - Legislative

A. Swear in City Staff and Public Speakers

Mayor Wolf swore in staff and meeting attendees who planned to speak during the public hearings.

B. CP 2306-001 Oxford Commons

Mayor Wolf read aloud the title of Ordinance O2023-68 CP 2306-001 Oxford Commons.

The applicant sought approval from the City Commission for a Small-Scale Comprehensive Plan Amendment to change the Future Land Use Map designation from Rural Residential (County) and Medium Density Residential (City) to Commercial (City) for parcels D18-019, D18-020, D18-022, and D18-122, consisting of 2.10 acres, MOL. No comments were offered or received. Vote 5-0.

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

5. Public Hearings - Timed - Quasi-Judicial

A. RZ 2306-001 Oxford Commons

Mayor Wolf read aloud the title of Ordinance No. O2023-69 RZ 2306-001 Oxford Commons. The applicant sought approval from the City Commission for a Zoning Map Amendment to change the zoning district from R6C (County) and R-3 (City) to C-3 (City) for parcels D18-019, D18-020, D18-022, and D18-122, consisting of 2.10 acres, MOL. No comments were offered or received. Vote 5-0.

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

6. Public Forum - 4 minute time limit

None.

7. Ordinances First Reading Only (No Vote)

A. Text Amendment to the City's Land Development Regulations

Mayor Wolf read aloud the title of Ordinance No. O2024-2 Text Amendment to the City's Land Development Regulations. Staff sought approval from the City of Wildwood City Commission for the proposed Text Amendments to the Land Development Regulations made in accordance with requirements for compliance with the City's 2050 Comprehensive Plan. First reading only. No vote.

RESULT:	FIRST READING	PUBLIC HEARING: 03/11/2024
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B. AN 2401-001 Hernandez Annexation

Mayor Wolf read aloud the title of Ordinance No. O2024-3 AN 2401-001 Hernandez Annexation. The owners/applicants, Aleli and Brenda Hernandez, submitted a voluntary annexation for parcel G05-029. The property to be annexed totaled approximately 5.63 acres and is located at 707 Missouri Avenue, Wildwood, FL 34785. First reading only. No

vote.

RESULT:	FIRST READING	PUBLIC HEARING: 03/11/2024
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C. AN 2402-001 Evolve at Wildwood Annexation

Mayor Wolf read aloud the title of Ordinance No. O2024-4 AN 2402-001 Evolve at Wildwood Annexation. The applicant, Evolve Companies, LLC, submitted a voluntary annexation for parcel D17-065. The property to be annexed totaled approximately 0.553 acres and is located at 4117 CR 108, Oxford, FL 34484. First reading only. No vote.

RESULT:	FIRST READING	PUBLIC HEARING: 03/11/2024
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8. Resolutions for Approval

None.

9. Financial & Contracts & Agreements

A. Pay Application No. 2 for Main Street Parking Garage in the Amount of \$243,178.79

Development Services Director Melanie Strickland presented Pay Application No. 2 for the Main Street Parking Garage Project for approval. McHugh and Strickland provided the Commission with an update on the status of the project. No further comments were offered or received. Vote 5-0.

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

B. Ashley WTP Well No. 2 Construction Final Pay Application for Citrus Well Drilling for the Amount of \$219,325.00

Assistant Utility Director Jason Martin presented Pay Application No. 2 for the Ashley Water Treatment Plant project. Martin indicated that this was the final pay application for the project. No comments were offered or received. Vote 5-0.

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

C. Barwick Street 2" Galvanized Water Main Replacement for the Amount of \$85,623.00

Assistant Utility Director Martin requested approval of a quote to replace a galvanized water main line on Barwick Street. The project was part of the department's continuing efforts to replace old galvanized water lines with new pvc lines to reduce instances of water discoloration. No comments were offered or received. Vote 5-0.

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

D. Replacement Gearbox for Kruger Rotor for the Amount of \$52,231.94

Assistant Utility Director Martin requested approval for the purchase of a replacement gearbox for a Krueger Rotor. The department recently used the spare part in inventory to replace an old gearbox and this purchase would place one back into inventory. No comments were offered or received. Vote 5-0.

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

E. Foundation Services Invoice Approval for Emergency Repairs on Scardino Street in the Amount of \$103,211

Public Works Director Jeremy Hockenbury presented an invoice for emergency repairs on Scardino Street. He indicated that this should be the final payment for the repairs. No comments were offered or received. Vote 5-0.

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

10. General Items for Consideration/Discussion and Other Business

None.

11. Appointments

None.

12. City Manager Reports

City Manager McHugh provided his local construction projects update. He reminded the Commission of the upcoming workshop scheduled for March 4th which would include an update on the Strategic Plan, a discussion of the use of the City's Lee Street property for affordable housing, and a discussion of the starting pay for police officers. McHugh offered praise to the Parks & Recreation team, and Brandon Hall in particular, for the successful opening day of baseball.

A. Construction Projects Update

13. Other Department Reports

None.

14. Commission Members Reports

Commissioner Elliott noted that he had attended funeral services for Mayor Bobby Yost and Marlene O'Toole; he presided over Teen Court and commended Erin Munz for her work on the program; he attended a Wildwood Outreach Ministries event put on by Gene Baker; and received a report from Dr. Zelnick regarding the results of dental evaluations in the Sumter County School District. Results were positive, but Elliott indicated that he would like the Commission to revisit the topic of fluorination of the water system.

Commissioner Green thanked staff members McHugh, Strickland, and Piotrowicz for attending the Diamond Awards Ceremony which he emceed for the East Central Florida Regional Planning Council. Green also noted that the Wildwood High School Girls Basketball team was headed to State.

Mayor echoed McHugh's praise of the Parks & Recreation team on the successful opening day of baseball.

15. City Attorney Reports

None.

16. Adjournment

The meeting adjourned at 7:30 p.m.

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

Upcoming Events

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

SEAL

ATTEST: _____
Jessica Barnes, City Clerk

BY: _____
Ed Wolf, Mayor

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: PLAT 2401-010 VOSO UNIT 151 Final Plat

REQUESTED ACTION: Staff recommends approval.

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

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

Case Number	PLAT 2401-010 VOSO Unit 151 Final Plat
Owner/Applicant(s)	The Villages Development Company, LLC
Acreage	22.52 +/- Acres
Property Location	The subject parcel is generally located on the east side of Corbin Trail and just north of McNeill Drive
Parcel(s)	G35-002 K02-003, K03-005, K03-006

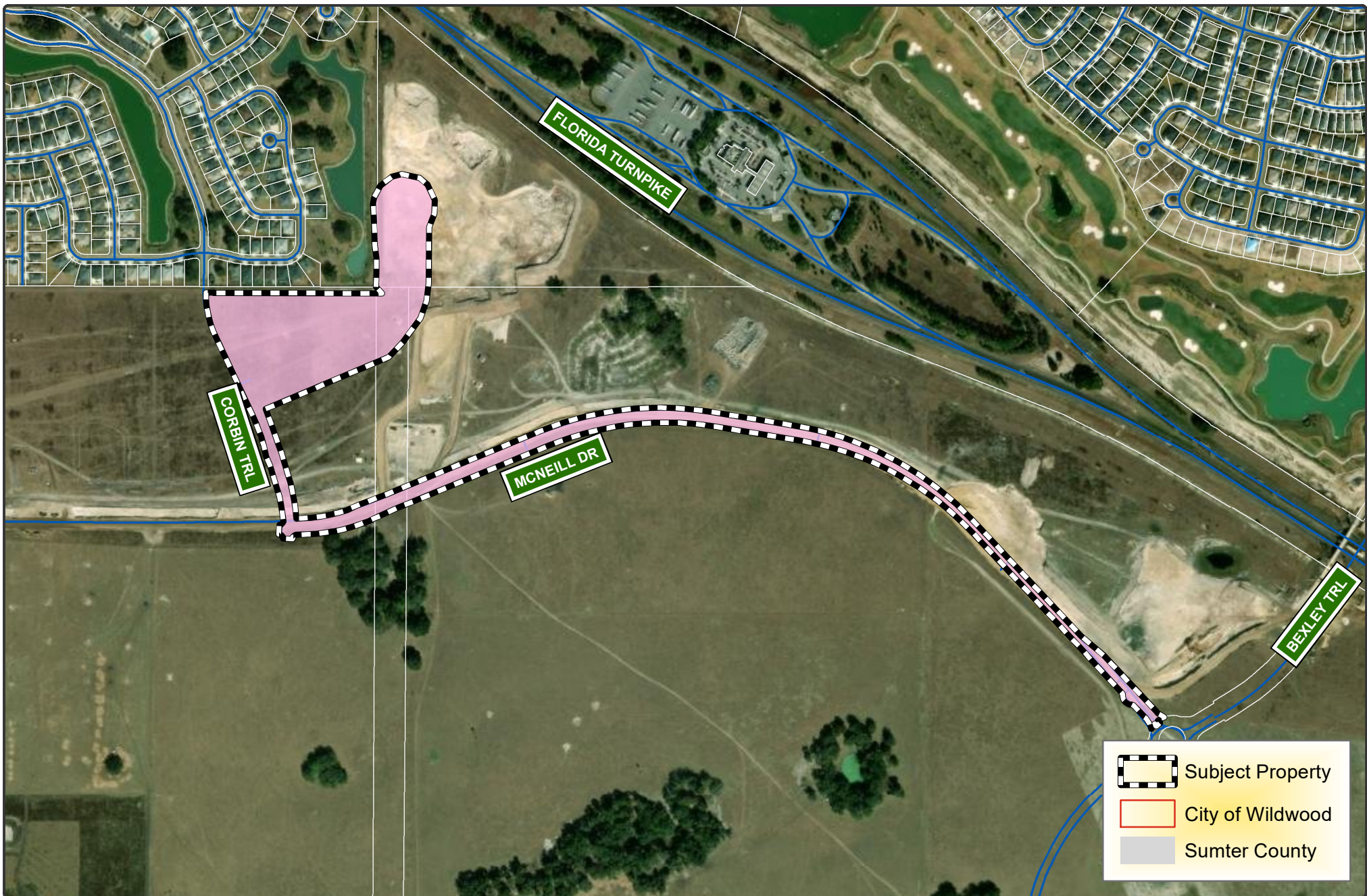
The applicant is seeking approval from the City Commission for the VOSO Unit 151 Final Plat, a subdivision consisting of 70 single-family dwelling unit detached lots and seven (7) tracts, on 22.52 acres, MOL, as per the attached plans.

PLAT 2401-010 meets the criteria set forth in the F.S. 177, the Villages of Southern Oaks 163 agreement, the Land Development Regulations, and is in line with the goals, objectives, and policies of the 2050 Comprehensive Plan.

Dated: 04/17/2024

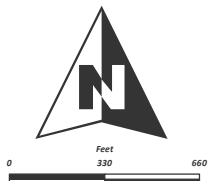


Wendy Then, AICP, CFM
Assistant Director Development Services



**CITY OF
WILDWOOD**

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



PLAT 2401-010

VOSO- UNIT 151 FINAL PLAT

PARCELS G35-002, K02-003, K03-005 & K03-006

MAP 1B

**LOCATION
MAP**

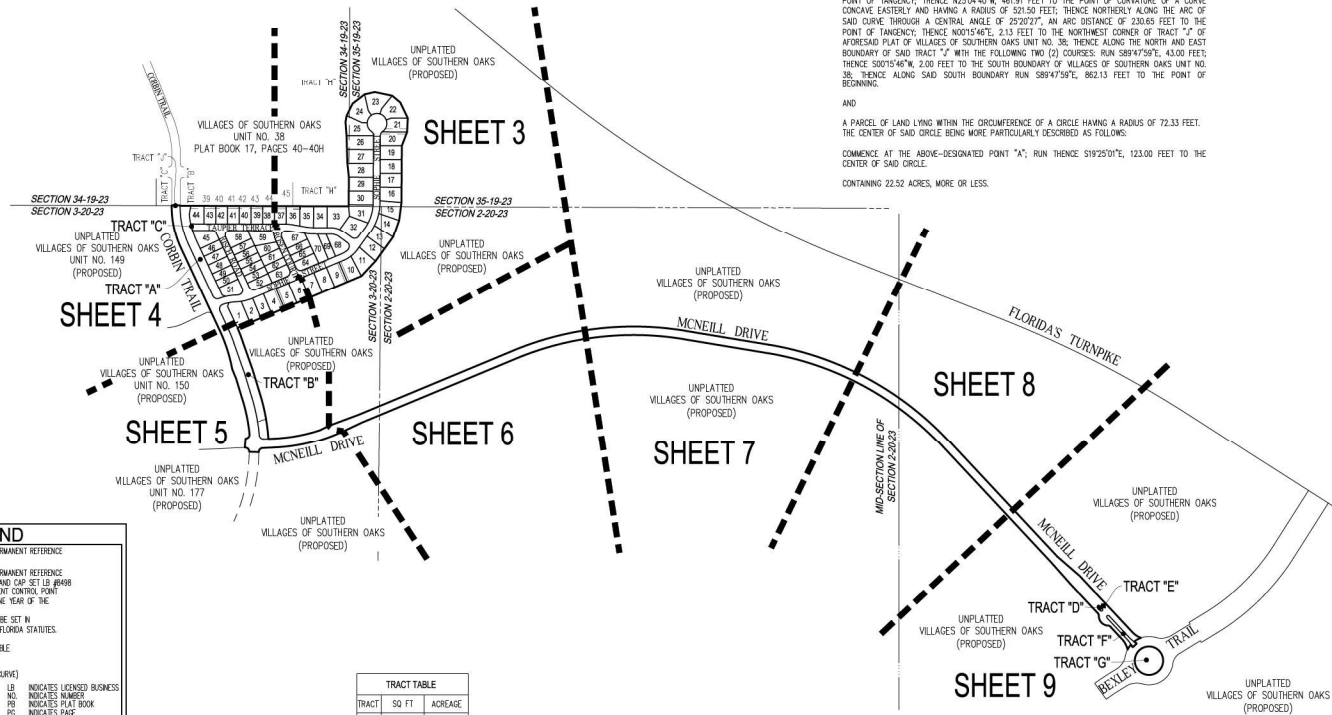
**JANUARY
2024**

Page 59 of 473

VILLAGES OF SOUTHERN OAKS UNIT NO. 151

SECTIONS 34 AND 35, TOWNSHIP 19 SOUTH, RANGE 23 EAST, AND SECTIONS 2 AND 3, TOWNSHIP 20 SOUTH, RANGE 23 EAST, CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA, AND A PARTIAL REPLAT OF VILLAGES OF SOUTHERN OAKS UNIT NO. 38, AS RECORDED IN PLAT BOOK 17, PAGES 40, 40A THROUGH 40H, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

KEY MAP



LEGEND

- INDICATES 4" x 4" x 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND AS NOTED.
- INDICATES 4" x 4" x 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET (I.P.A.C.)
- INDICATES P.S. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) (I.P.A.C.) TO BE SET WITHIN ONE YEAR OF THE DATE THE PLAT IS RECORDED.
- INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.09(1) FLORIDA STATUTES.
- FEET NOTE (#)
- C9 INDICATES CURVE NUMBER IN CURVE TABLE
- L9 INDICATES LINE NUMBER IN LINE TABLE
- Δ INDICATES CENTERLINE
- Δ INDICATES DELTA (CENTRAL ANGLE OF CURVE)
- C9 INDICATES CHORD BEARING
- CH INDICATES CHORD BEARING
- L INDICATES ARC LENGTH
- DB8 INDICATES OFFICIAL RECORDS BOOK
- PC INDICATES POINT OF CURVATURE
- POC INDICATES POINT ON CURVE
- R INDICATES RADIUS LENGTH
- (T) INDICATES RADIAL LINE
- POC INDICATES POINT OF COMPOUND CURVATURE
- PRC INDICATES POINT OF REVERSE CURVATURE
- PT INDICATES POINT OF TANGENCY
- ORA INDICATES DRAINAGE RESERVATION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYING PIPES
- GTE INDICATES GATE FACILITIES EASEMENT (RECEIVED 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 CONTemplates PUTTING IN PLACE AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA CONSENT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR INCURE SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.
- SNE INDICATES SIGN MAINTENANCE EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS FOR INSTALLATION AND MAINTENANCE OF SIGNAGE.

TRACT TABLE		
TRACT	SQ. FT.	ACREAGE
A	23,461	0.539
B	32,200	0.739
C	72	0.002
D	475	0.011
E	53	0.001
F	3,248	0.075
G	16,436	0.377

SHEET 2 OF 9

PLAT BOOK
PAGE

LEGAL DESCRIPTION
CONTINUED FROM SHEET 1

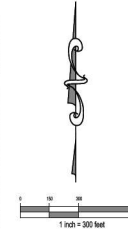
THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°32'17", AN ARC DISTANCE OF 364.84 FEET TO THE POINT OF TANGENCY; THENCE S87°20'24"W, 59.39 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 21.50 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 87°01'17", AN ARC DISTANCE OF 32.65 FEET; THENCE ALONG A NON-TANGENT LINE RUN N89°53'24"W, 49.02 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 21.50 FEET AND A CHORD BEARING AND DISTANCE OF N46°03'02"W, 31.16 FEET TO WHICH A RADIAL LINE BEARS S89°38'09"E; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 92°53'47", AN ARC DISTANCE OF 34.89 FEET; THENCE ALONG A NON-TANGENT LINE RUN N04°07'08"E, 49.33 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 21.50 FEET AND A CHORD BEARING AND DISTANCE OF N05°14'05"E, 31.26 FEET TO WHICH A RADIAL LINE BEARS S02°29'54"E; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 93°16'40", AN ARC DISTANCE OF 35.00 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 878.40 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°19'47", AN ARC DISTANCE OF 173.66 FEET; THENCE ALONG A NON-TANGENT LINE RUN N17°06'11"W, 117.01 FEET; THENCE N22°13'50"W, 50.29 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 838.50 FEET AND A CHORD BEARING AND DISTANCE OF N12°59'11"W, 20.58 FEET TO WHICH A RADIAL LINE BEARS S76°18'38"W; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°24'22", AN ARC DISTANCE OF 20.58 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 831.50 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 08°28'11", AN ARC DISTANCE OF 122.92 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 878.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°19'29", AN ARC DISTANCE OF 68.31 FEET TO THE POINT OF TANGENCY; THENCE N02°04'40"W, 461.91 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 521.50 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 25°20'27", AN ARC DISTANCE OF 230.65 FEET TO THE POINT OF TANGENCY; THENCE N05°14'05"E, 2.13 FEET TO THE NORTHWEST CORNER OF TRACT "C" OF AFORESAID PLAT OF VILLAGES OF SOUTHERN OAKS UNIT NO. 38; THENCE ALONG THE NORTH AND EAST BOUNDARY OF SAID TRACT "C" WITH THE FOLLOWING TWO (2) COURSES: RUN S89°47'59"E, 43.00 FEET; THENCE S00°15'46"W, 2.00 FEET TO THE SOUTH BOUNDARY OF VILLAGES OF SOUTHERN OAKS UNIT NO. 38; THENCE ALONG SAID SOUTH BOUNDARY RUN S89°47'59"E, 862.13 FEET TO THE POINT OF BEGINNING.

AND

A PARCEL OF LAND LYING WITHIN THE CIRCUMFERENCE OF A CIRCLE HAVING A RADIUS OF 72.33 FEET, THE CENTER OF SAID CIRCLE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE ABOVE-DESIGNATED POINT "A", RUN THENCE S19°25'01"E, 123.00 FEET TO THE CENTER OF SAID CIRCLE.

CONTAINING 22.52 ACRES, MORE OR LESS.



PREPARED BY:



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(352) 748-4128 LB0498

CLYMER
PARTNER
BARLEY

PLAT BOOK _____
PAGE _____

UNPLATTED
VILLAGES OF SOUTHERN OAKS
(PROPOSED)

CURVE TABLE					
CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C16	267.00	9°32'50"	44.81	S80°00'00"E	44.76
C17	71.50	35°00'00"	44.55	S75°57'25"E	43.82
C18	250.00	35°30'00"	155.12	S18°06'38"E	152.64
C19	250.00	31°18'18"	81.96	S31°32'17"E	80.84
C39	250.00	9°37'31"	42.00	S80°00'00"E	41.95
C40	250.00	9°35'55"	41.88	S80°00'00"E	41.83
C41	89.00	35°00'00"	55.45	S75°57'25"E	54.51
C43	89.00	25°15'56"	39.27	N12°27'00"E	38.84
C50	250.00	10°24'00"	45.58	S80°00'00"E	45.53
C55	167.50	11°47'38"	40.50	N69°07'30"E	39.85
C56	167.50	16°34'38"	48.46	N44°10'28"E	48.29
C57	267.50	9°31'10"	43.65	N13°16'29"E	43.41
C58	267.50	14°03'04"	63.00	N19°38'18"E	65.00
C59	267.50	12°16'39"	51.32	N68°28'27"E	57.21
C60	250.00	48°19'48"	215.92	N42°49'46"E	208.66
C61	250.00	6°59'37"	26.99	N52°44'14"E	26.85
C63	50.00	75°50'46"	88.16	N17°53'39"E	61.49
C63	50.00	57°23'33"	45.72	N46°13'00"E	44.14
C64	50.00	52°23'35"	45.72	S81°22'53"E	44.14
C65	50.00	51°42'25"	45.58	S29°03'58"E	44.03
C66	50.00	58°16'55"	70.10	S26°06'00"E	48.57
C67	50.00	55°28'55"	24.21	S32°24'00"E	23.25
C68	232.50	31°00'00"	136.26	S10°08'00"E	132.51
C69	232.50	23°55'47"	98.85	S15°53'00"E	96.24
C70	232.50	8°25'14"	39.17	S31°40'30"E	38.16
C71	250.00	90°00'00"	39.27	S80°53'08"E	35.34
C72	106.50	11°00'25"	20.77	N69°42'04"E	20.74
C73	106.50	24°30'42"	45.56	N72°17'38"E	45.22
C74	106.50	3°33'55"	9.94	N84°01'02"E	9.94
C75	232.50	9°22'00"	38.01	N45°53'04"E	37.87
C76	250.00	81°12'40"	38.04	N41°14'45"E	38.20
C77	250.00	15°00'00"	70.10	N89°06'31"E	67.70
C80	132.50	16°48'38"	36.88	S84°07'00"E	36.74
C89	250.00	87°55'16"	35.15	S49°23'56"E	33.08
C96	106.50	18°06'23"	36.66	S16°00'29"E	35.52
C97	250.00	9°16'06"	40.26	S21°03'23"E	39.65
C98	250.00	8°45'54"	36.28	N88°56'37"E	34.65
C99	71.50	4°29'53"	5.81	N20°49'44"E	5.81
C100	250.00	12°42'03"	49.18	S40°00'00"E	41.02
C101	232.50	74°03'10"	31.15	N82°40'18"E	31.10

LINE TABLE		
LINE TAG	BEARING	DISTANCE
L1	S17°34'43"W	28.13'
L2	S34°48'49"E	28.13'
L3	S87°03'14"E	28.64'
L21	N00°10'26"E	26.14'
L23	S69°58'16"W	28.03'

TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	23,461	0.539
B	32,200	0.739
C	72	0.002
D	475	0.011
E	53	0.001
F	3,248	0.075
G	16,436	0.377

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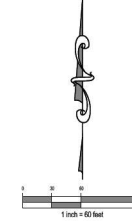
VILLAGES OF SOUTHERN OAKS UNIT NO. 151

SECTIONS 34 AND 35, TOWNSHIP 19 SOUTH, RANGE 23 EAST, AND SECTIONS 2 AND 3, TOWNSHIP 20 SOUTH, RANGE 23 EAST, CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA, AND A PARTIAL REPLAT OF VILLAGES OF SOUTHERN OAKS UNIT NO. 38, AS RECORDED IN PLAT BOOK 17, PAGES 40, 40A THROUGH 40H, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

SHEET 4 OF 9

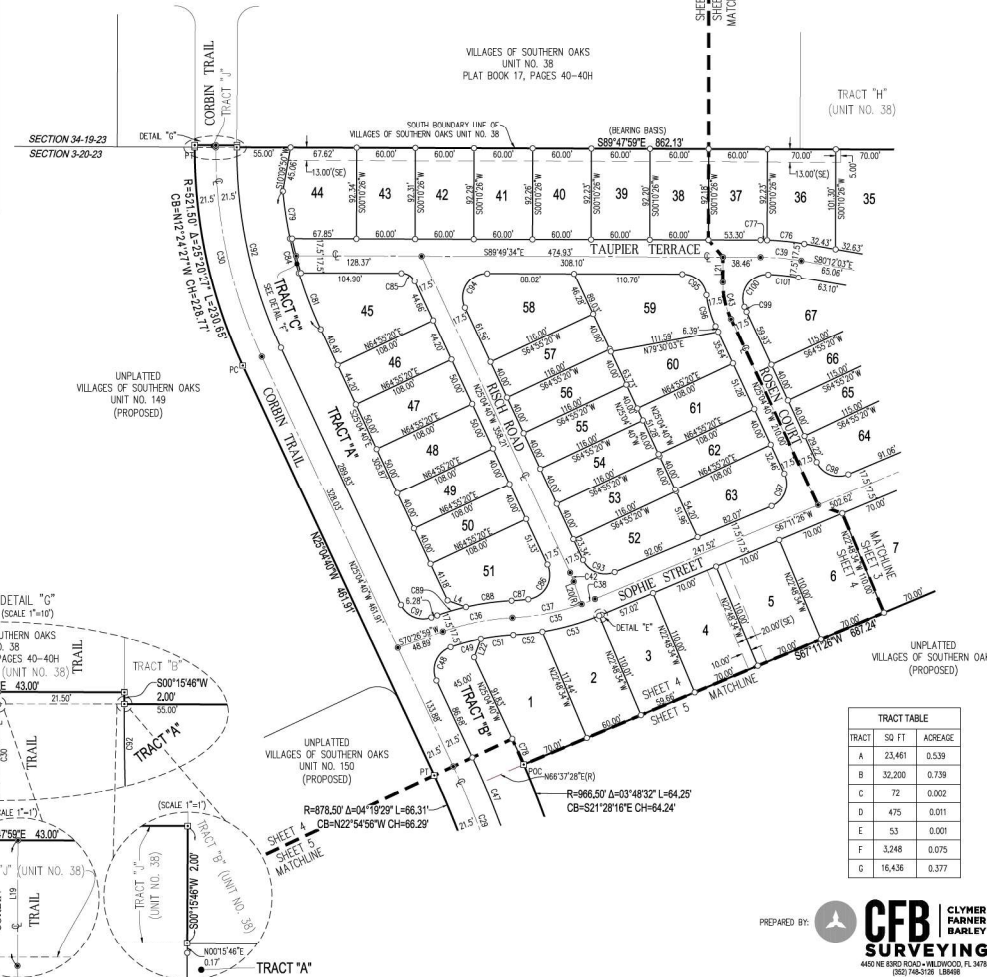
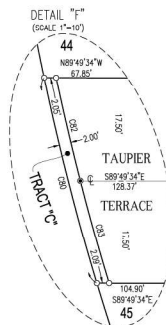
PLAT BOOK _____
PAGE _____

LINE TABLE		
LINE TAG	BEARING	DISTANCE
L4	S70°04'40"E	20.00'
L19	N00°15'40"E	0.15'
L20	N19°28'14"W	24.38'
L21	N00°10'28"E	26.14'
L22	N19°55'20"E	20.00'



CURVE TABLE				
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD LENGTH
C29	900.00'	7°36'30"	125.27'	125.17'
C30	500.00'	25°20'21"	221.14'	219.34'
C35	250.00'	19°56'24"	87.00'	86.57'
C36	250.00'	16°40'51"	72.78'	72.53'
C37	250.00'	16°36'04"	72.44'	72.18'
C38	250.00'	22°07'20"	14.57'	14.57'
C39	250.00'	9°37'31"	42.00'	41.85'
C42	100.00'	5°36'26"	9.78'	9.78'
C43	89.00'	25°15'06"	39.22'	38.91'
C47	921.50'	5°30'40"	88.64'	88.80'
C48	25.00'	86°03'52"	41.92'	37.18'
C49	232.50'	7°53'31"	32.01'	31.88'
C51	232.50'	8°19'18"	33.50'	33.47'
C52	267.50'	6°23'50"	29.87'	29.85'
C53	267.50'	12°58'38"	60.59'	60.46'
C54	267.50'	5°33'56"	2.64'	2.64'
C76	267.50'	8°11'24"	38.24'	38.20'
C77	267.50'	12°58'38"	6.70'	6.70'
C78	996.50'	1°42'08"	28.71'	28.71'
C79	433.50'	6°25'34"	48.62'	48.59'
C80	433.50'	4°46'52"	36.17'	36.16'
C81	433.50'	8°17'16"	62.70'	62.65'
C82	433.50'	2°23'21"	17.99'	17.99'
C83	433.50'	2°24'56"	18.19'	18.19'
C84	433.50'	19°29'42"	147.50'	146.79'
C85	15.00'	6°44'54"	16.95'	16.86'
C86	25.00'	10°58'03"	47.12'	46.42'
C87	232.50'	4°13'27"	17.14'	17.14'
C88	267.50'	10°06'38"	47.20'	47.14'

CURVE TABLE				
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD LENGTH
C89	267.50'	6°34'13"	50.68'	50.66'
C90	25.00'	84°28'21"	36.86'	36.78'
C92	478.50'	25°20'21"	211.63'	209.91'
C93	25.00'	87°43'54"	38.28'	38.16'
C94	25.00'	115°15'06"	50.29'	42.23'
C95	25.00'	82°51'16"	36.15'	35.82'
C96	106.50'	18°08'23"	33.66'	33.52'
C97	25.00'	19°16'06"	40.28'	39.05'
C98	25.00'	67°43'54"	38.28'	38.16'
C99	71.50'	47°29'53"	5.61'	5.61'
C100	25.00'	112°42'13"	49.18'	41.82'
C101	232.50'	7°40'31"	31.15'	31.12'



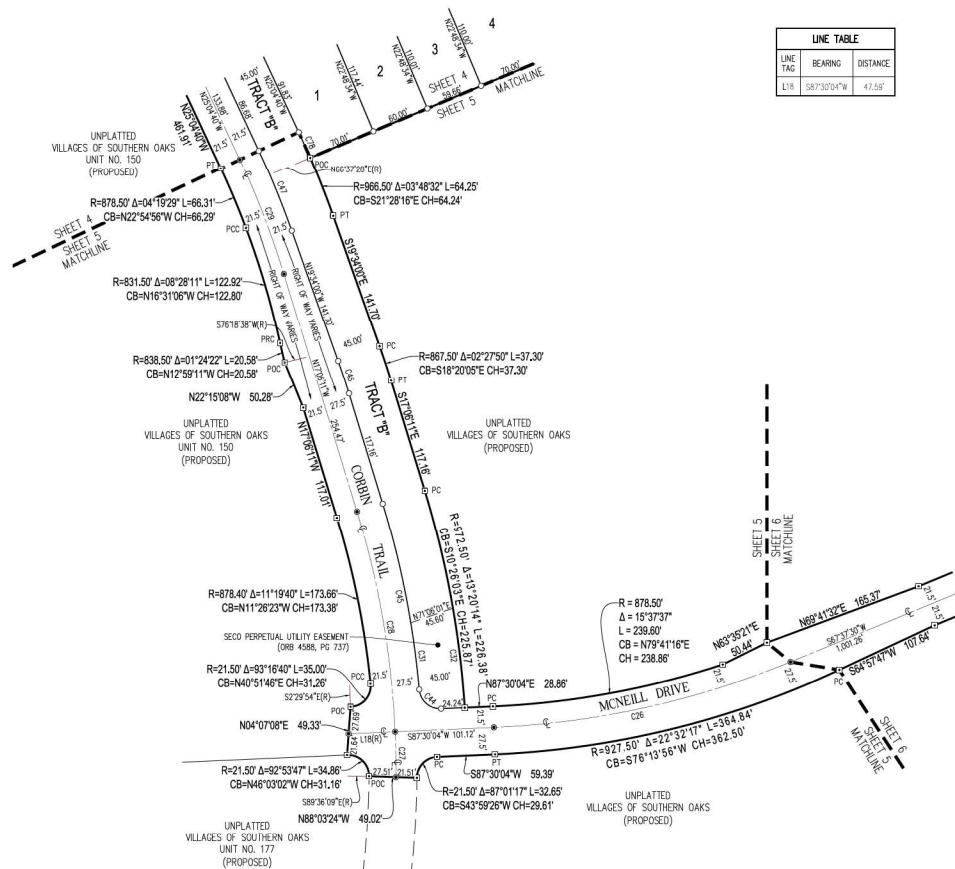
TRACT TABLE		
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E	53	0.001
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PREPARED BY: **CFB SURVEYING**
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(904) 745-5100

PLAT BOOK _____
PAGE _____

CURVE TABLE					
CURVE TYPE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C2	900.00	195°34'31"	312.31	571°33'44"	302.65
C3	920.00	2°56'31"	49.24	N01°01'33"W	46.82
C4	900.00	14°36'15"	229.40	N09°48'03"S	228.78
C5	920.00	7°58'30"	135.27	S01°05'26"W	126.16
C6	927.50	41°54'46"	168.75	S71°13'07"W	68.71
C32	927.50	6°07'18"	102.23	N66°46'31"E	101.58
C33	921.50	87°24'11"	32.80	N48°47'30"W	28.71
C34	927.50	12°02'25"	194.37	N10°55'56"W	194.02
C46	822.50	27°23'50"	35.40	S18°02'05"W	35.37
C47	923.50	53°30'48"	88.64	S22°11'36"W	88.60
C48	866.50	14°08'28"	88.21	N42°13'36"E	78.81

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FARNER
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SURVEYING

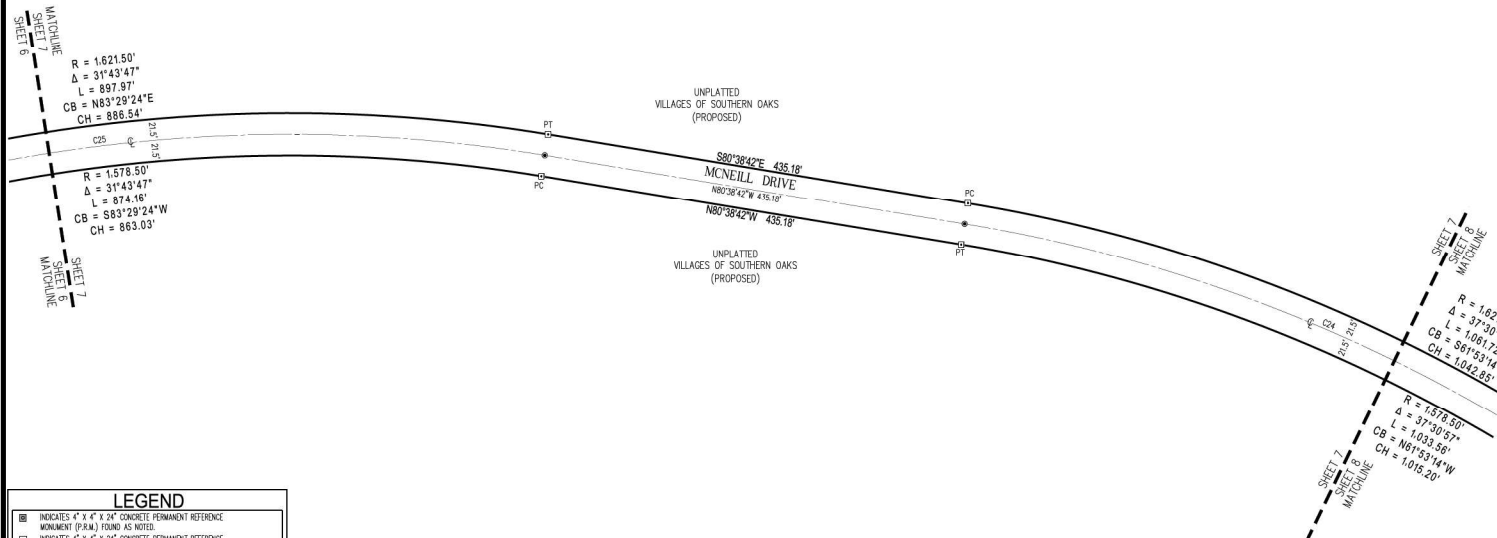
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(352) 748-3126 LB8498

VILLAGES OF SOUTHERN OAKS UNIT NO. 151

SHEET 7 OF 9

PLAT BOOK _____
PAGE _____

SECTIONS 34 AND 35, TOWNSHIP 19 SOUTH, RANGE 23 EAST, AND SECTIONS 2 AND 3, TOWNSHIP 20 SOUTH, RANGE 23 EAST, CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA, AND A PARTIAL REPLAT OF VILLAGES OF SOUTHERN OAKS UNIT NO. 38, AS RECORDED IN PLAT BOOK 17, PAGES 40, 40A THROUGH 40H, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.



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- INDICATES 4" x 4" x 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET LB #4088.
- INDICATES P.A. NAIL AND TACK PERMANENT CONTROL POINT (P.C.P.) LB #4088 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(1) FLORIDA STATUTES.
- (SEE NOTE #6)
- C25 INDICATES CURVE NUMBER IN CURVE TABLE.
- LS INDICATES LINE NUMBER IN LINE TABLE.
- Δ INDICATES DELTA (CENTRAL ANGLE OF CURVE).
- CB INDICATES CHORD BEARING.
- CH INDICATES CHORD LENGTH.
- LS INDICATES LICENSED BUSINESS.
- NO INDICATES NUMBER.
- PS INDICATES PLAT BOOK.
- DBS INDICATES OFFICIAL RECORDS BOOK.
- PC INDICATES POINT OF CURVATURE.
- PCC INDICATES POINT ON CURVE.
- R INDICATES RADIUS LENGTH.
- R/SQ FT INDICATES SQUARE FEET.
- R/W INDICATES RIGHT-OF-WAY.
- CCC INDICATES POINT OF COMPOUND CURVATURE.
- PRC INDICATES POINT OF REVERSE CURVATURE.
- PT INDICATES POINT OF TANGENCY.
- DRA INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES.
- QTE INDICATES GATE FACILITIES EXEMPT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS).
- SE INDICATES SPECIAL EXEMPTION 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 SOFT CURT PLANTS. DEVELOPER CONTINGENTS PLUTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EXEMPTION AREA. UTILITY PROVIDERS UTILIZING SUCH EXEMPTION AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EXEMPTION, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EXEMPTION AREA.
- SME INDICATES SIGN MAINTENANCE EXEMPTION RESERVED BY DEVELOPER AND ITS ASSIGNS FOR INSTALLATION AND MAINTENANCE OF SIGNAGE.

CURVE TABLE

CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C24	1600.00'	37°30'57"	1,047.64'	N61°53'14"W	1,028.03'
C25	1600.00'	31°43'47"	886.06'	S63°29'24"W	874.78'

TRACT TABLE

TRACT	SQ. FT.	ACREAGE
A	23,461	0.539
B	32,200	0.739
C	72	0.002
D	475	0.011
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PREPARED BY:

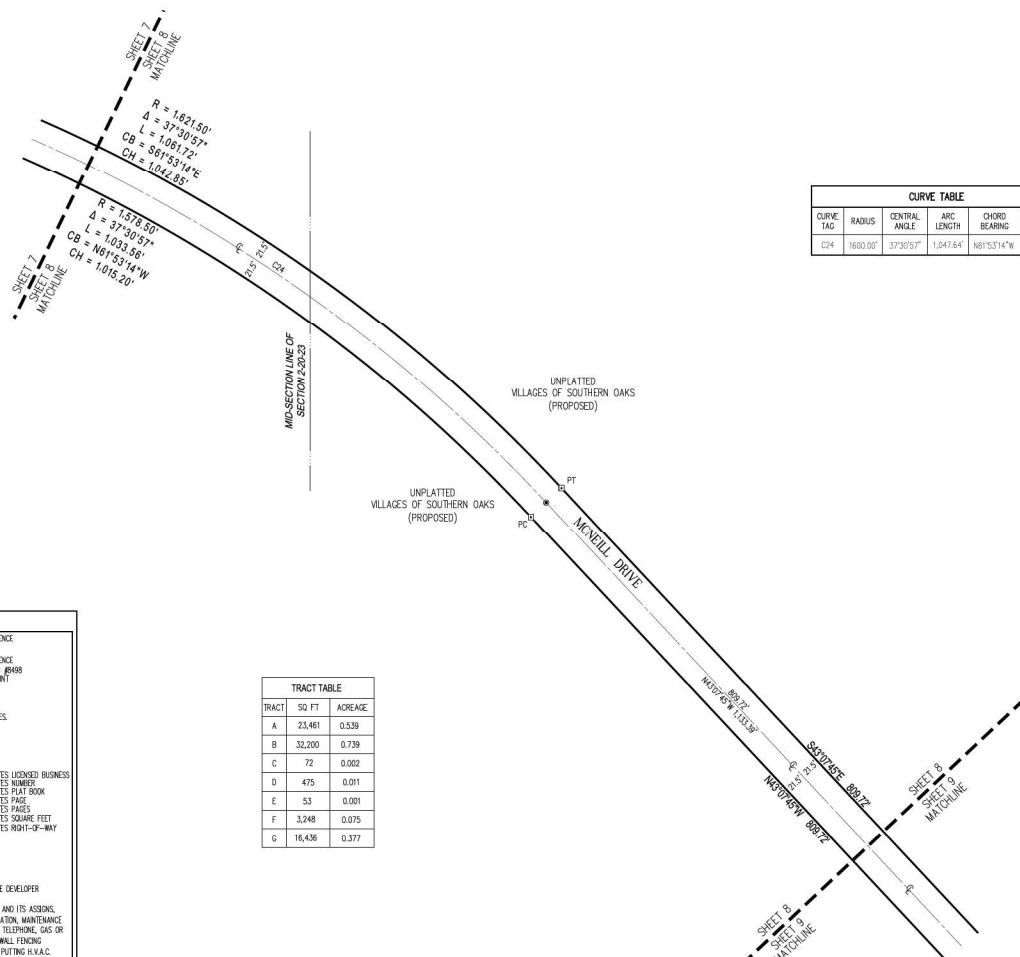


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PLAT BOOK _____
PAGE _____

CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C24	1600.00'	37°30'57"	1,047.64'	N61°53'14"W	1,029.40'

[illegible]

TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	23,461	0.539
B	32,200	0.739
C	72	0.002
D	475	0.011
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G	16,436	0.377

PREPARED BY



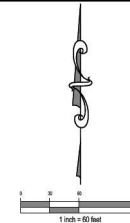
CFB | CLYMER
FARNER
BARLEY
SURVEYING
4450 NE 83RD ROAD • WILDWOOD, FL 347
(352) 748-3126 LB6498

VILLAGES OF SOUTHERN OAKS UNIT NO. 151

SHEET 9 OF 9

PLAT BOOK _____
PAGE _____

SECTIONS 34 AND 35, TOWNSHIP 19 SOUTH, RANGE 23 EAST, AND SECTIONS 2 AND 3, TOWNSHIP 20 SOUTH, RANGE 23 EAST, CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA, AND A PARTIAL REPLAT OF VILLAGES OF SOUTHERN OAKS UNIT NO. 38, AS RECORDED IN PLAT BOOK 17, PAGES 40, 40A THROUGH 40H, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

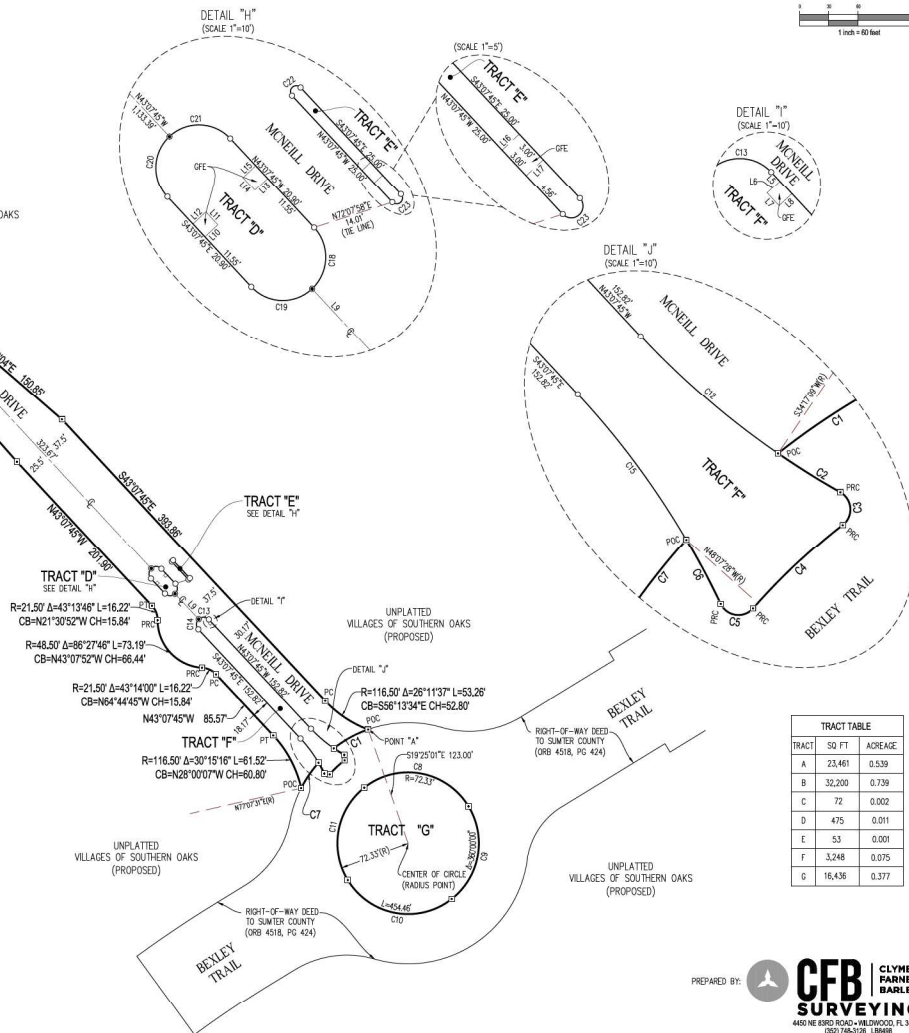


LINE TABLE		
LINE TAG	BEARING	LENGTH
L5	S43°07'45"E	2.18'
L6	N46°52'15"E	3.00'
L7	S43°07'45"E	3.00'
L8	N46°52'15"E	3.00'
L9	S43°07'45"E	35.34'
L10	N47°02'50"E	3.00'
L11	N43°07'45"W	3.00'
L12	N47°02'50"E	3.00'
L13	N46°41'39"E	3.00'
L14	N43°07'45"W	3.00'
L15	N46°41'39"E	3.00'
L16	S46°52'15"W	2.00'
L17	S46°52'15"W	2.00'

LEGEND

- INDICATES 4" x 4" x 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND AS NOTED.
- INDICATES 4" x 4" x 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET (I.P.C.S.)
- INDICATES P.A. NAIL AND ORN PERMANENT CONTROL POINT (P.C.P.) (P.A. NAIL 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)
- 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 OFFICIAL RECORD BOOK
- INDICATES POINT OF CURVATURE
- INDICATES POINT ON CURVE
- INDICATES RADIUS LENGTH
- INDICATES RADIAL LINE
- INDICATES POINT OF COMPOUND CURVATURE
- INDICATES POINT OF REVERSE CURVATURE
- INDICATES POINT OF TANGENCY
- INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
- INDICATES GATE FACILITY 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 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 EASEMENTS, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.
- INDICATES SOIL MAINTENANCE EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS FOR INSTALLATION AND MAINTENANCE OF SOILAGE.

CURVE TABLE				
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING
C1	123.00'	18°43'02"	40.16'	S61°32'26"W
C2	140.67'	9°05'14"	12.49'	S38°15'28"E
C3	3.33'	113°18'15"	6.59'	S04°08'57"E
C4	106.67'	11°19'51"	20.93'	S46°52'15"W
C5	3.33'	113°18'15"	6.59'	N82°08'33"W
C6	140.67'	9°05'14"	12.49'	N28°03'03"E
C7	123.00'	14°39'23"	31.46'	S34°32'51"W
C8	72.33'	97°02'46"	122.47'	N79°51'52"W
C9	72.33'	83°17'26"	105.15'	N01°17'14"E
C10	72.33'	96°42'34"	122.09'	S78°42'46"E
C11	72.33'	82°58'14"	104.76'	S10°08'08"W
C12	140.67'	12°35'06"	30.90'	N49°25'18"W
C13	7.33'	90°00'00"	11.51'	N88°07'45"W
C14	7.33'	90°00'00"	11.51'	S01°52'15"W
C15	140.67'	12°35'06"	30.90'	S78°50'12"E
C16	7.33'	90°00'00"	11.51'	N01°52'15"E
C17	7.33'	90°00'00"	11.51'	S88°07'45"E
C18	7.33'	90°00'00"	11.51'	S01°52'15"W
C19	7.33'	90°00'00"	11.51'	S88°07'45"E
C20	7.33'	90°00'00"	11.51'	S01°52'15"W
C21	7.33'	90°00'00"	11.51'	S88°07'45"E
C22	1.00'	180°00'00"	3.14'	N46°52'15"E
C23	1.00'	180°00'00"	3.14'	S46°52'15"W



TRACT TABLE		
TRACT	SQ. FT.	ACREAGE
A	23,461	0.539
B	32,200	0.739
C	72	0.002
D	475	0.011
E	53	0.001
F	3,248	0.075
G	16,436	0.377

PREPARED BY: **CFB** CLYMER FARNER BARLEY
SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(904) 745-5100 130608

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: PLAT 2403-002 VOSO Unit 148 Final Plat

REQUESTED ACTION: Staff recommends approval.

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

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

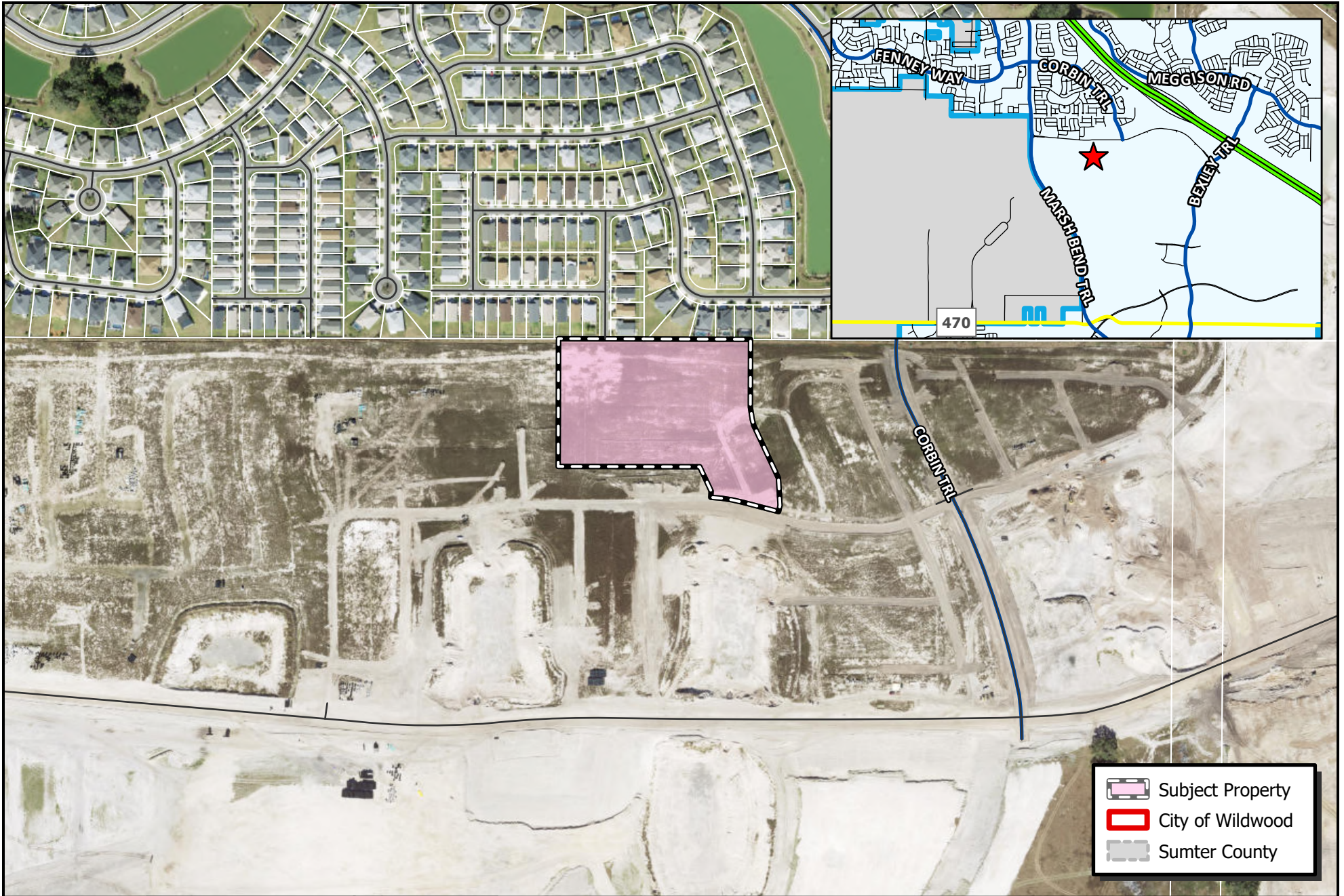
Case Number	PLAT 2403-002 VOSO Unit 148 Final Plat
Owner/Applicant(s)	The Villages Development Company, LLC
Acreage	6.51 +/-
Property Location	The subject property is generally located approximately 0.59 miles east of Marsh Bend Trail and approximately 1.9 miles north of E C 470.
Parcel(s)	K03-005

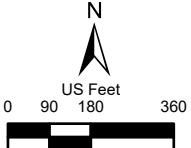
The applicant is seeking approval from the City Commission for the VOSO Unit 148 Final Plat, a subdivision consisting of 57 single-family dwelling units on 6.51 acres, MOL.

PLAT 2403-002 meets the criteria set forth in the F.S. 177, the Villages of Southern Oaks 163 agreement, the Land Development Regulations, and is in line with the goals, objectives, and policies of the 2050 Comprehensive Plan.



Date: 04/15/2024
Amanda Bondi
Planner II, Development Services



 WILDWOOD FLORIDA	CITY OF WILDWOOD 100 North Main Street Wildwood, FL 34785 Phone: (352) 330-1330 www.wildwood-fl.gov	 N US Feet 0 90 180 360	PLAT 2403-002 VOSO - UNIT 148 FINAL PLAT PARCEL K03-005	MAP 1B LOCATION MAP APR 2024
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CONVEYANCE, CONDITIONS, RESTRICTIONS AND EASEMENTS OF THIS SUBDIVISION ARE SET FORTH IN THE VILLAGES OF SOUTHERN OAKS, UNIT NO. 148, PLAT BOOK PAGE

VILLAGES OF SOUTHERN OAKS UNIT NO. 148

SECTION 3, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

SHEET 1 OF 2

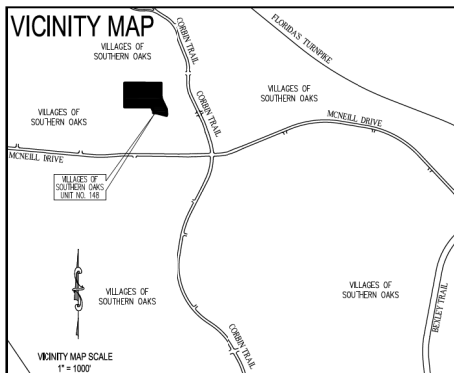
PLAT BOOK
PAGE

LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF LOT 11, VILLAGES OF SOUTHERN OAKS UNIT NO. 39, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 17, PAGES 50, 50A THROUGH 50E, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; SAID POINT ALSO BEING ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3; THENCE ALONG THE SOUTHERLY BOUNDARY LINE OF SAID PLAT AND ALONG SAID NORTH LINE OF THE NORTHEAST 1/4 RUN 5894'75"E, 141.53 FEET; THENCE DEPARTING SAID SOUTHERLY BOUNDARY LINE RUN 5007'02"E, 217.08 FEET; THENCE S083°15'12"E, 38.46 FEET; THENCE S135°41'E, 19.65 FEET; THENCE S25°04'40"E, 187.50 FEET; THENCE S032°41'E, 481.53 FEET; THENCE S14°01'14"N, 20.00 FEET; THENCE N75°01'40"W, 1151.53 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 525.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°15'17", AN ARC DISTANCE OF 103.53 FEET; THENCE ALONG A RADIAL LINE RUN N03°12'54"E, 20.00 FEET; THENCE N25°04'40"W, 85.53 FEET; THENCE N89°49'34"W, 452.89 FEET; THENCE N03°12'54"E, 408.01 FEET TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF VILLAGES OF SOUTHERN OAKS CLIFF VILLAGES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 17, PAGES 51 AND 51A, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; SAID POINT BEARS S89°47'59"E, 405.52 FEET FROM THE SOUTHWEST CORNER OF LOT 21 OF SAID VILLAGES OF SOUTHERN OAKS CLIFF VILLAGES; THENCE ALONG THE SOUTHERLY BOUNDARY LINE OF SAID VILLAGES OF SOUTHERN OAKS CLIFF VILLAGES RUN S89°47'59"E, 272.99 FEET TO THE POINT OF BEGINNING.

CONTAINING 6.51 ACRES, MORE OR LESS.



57 LOTS - 5 TRACTS

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

NOTES:

- BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 20 SOUTH, RANGE 23 EAST AS BEING S89°47'59"E.
- ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- ALL DISTANCES SHOWN ARE IN FEET.
- WITH REFERENCE TO CURVILINEAR LOTS, RADIAL LINES HAVE BEEN DESIGNATED BY (R). ALL OTHER LINES ARE NON-RADIAL.
- LOT CORNERS WILL BE SET PRIOR TO THE TRANSFER OF ANY LOT OR PRIOR TO THE EXPIRATION OF THE BOND OR OTHER SURETY.
- PERMANENT CONTROL POINTS (P.C.P.'S) WILL BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT WAS RECORDED OR PRIOR TO THE EXPIRATION OF THE BOND OR SURETY.
- ALL PERMANENT REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN SET IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.
- TRACTS "A" AND "B" ARE FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY DEVELOPER.
- TRACTS "C", "D", "E", AND "F" ARE FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY DEVELOPER. NO INGRESS OR EGRESS IS PERMITTED WITHOUT THE DEVELOPER'S CONSENT.
- THE DISTRICT FINDS IT IN THE PUBLIC INTEREST, AND HEREBY AGREES TO PROVIDE THE FOLLOWING SERVICES: (A) MAINTENANCE AND REPAIR OF AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT; THE SUBDIVISION, OR THE PUBLIC; (B) PAY FOR THE COST OF WATER AND SEWER PROVIDED BY GISSON PLACE UTILITY COMPANY, LLC, OR ITS ASSIGNS, TOGETHER WITH THE COST OF GARBAGE, ELECTRICAL LIGHTING, TELEPHONE, GAS AND OTHER NECESSARY UTILITY SERVICE FOR AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, SUBDIVISION, OR THE PUBLIC; (C) MAINTENANCE AND REPAIR OF THE STORM WATER RUNOFF DRAINAGE SYSTEM INCLUDING DRAINAGE EASEMENTS AND DRAIN PIPES NOT MAINTAINED BY GISSON PLACE WATER CONSERVATION AUTHORITY, LLC, OR ITS ASSIGNS, OR THE CITY OF WILDWOOD; (D) MAINTENANCE AND REPAIR OF THE LANDSCAPING AND IRRIGATION ON ISLANDS AND CUL-DE-SACS LOCATED WITHIN THE ROADWAYS, IF ANY; AND (E) MAINTENANCE AND REPAIR, INCLUDING STRUCTURAL REPAIR, TO THE WALLS AND/OR FENCES LOCATED ON OR ADJACENT TO TRACT E OF THE SUBDIVISION.
- THE TITLE UPON FOR THIS PLAT HAS BEEN SUBMITTED BY SEPARATE DOCUMENT.

REVIEWING SURVEYOR'S CERTIFICATE

PURSUANT TO SECTION 177.081, FLORIDA STATUTES, I HEREBY CERTIFY THAT I HAVE PERFORMED A REVIEW OF THIS PLAT FOR CONFORMITY TO CHAPTER 177, FLORIDA STATUTES AND THAT SAID PLAT COMPLES WITH THE TECHNICAL REQUIREMENTS OF THAT CHAPTER; PROVIDED, HOWEVER, THAT MY REVIEW AND CERTIFICATION DOES NOT INCLUDE FIELD VERIFICATION OF ANY POINTS OR MEASUREMENTS SHOWN ON THIS PLAT.

SIGNATURE DATE 4/30/20
REGISTRATION NO. 4807
RONALD N. HERR, P.L.S.
MAINE SURVEYING, INC.

VILLAGES OF SOUTHERN OAKS UNIT NO. 148 CONVEYANCE AND GRANT OF EASEMENTS TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 15

ALL RIGHT, TITLE AND INTEREST OF THE VILLAGES DEVELOPMENT COMPANY, LLC, (THE DEVELOPER) IN TRACTS "A", "B", "C", "D", "E" AND "F" AND THE ROADWAYS SHOWN ON THIS PLAT OF VILLAGES OF SOUTHERN OAKS UNIT NO. 148, IS HEREBY SOLD, CONVEYED AND SET OVER TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 15 (THE DISTRICT); (1) RESERVING UNTO THE DEVELOPER AND ITS ASSIGNS, AND EACH OF THEIR SUCCESSORS, TENANTS, INVITEES, AND GUESTS PERPETUAL EASEMENTS FOR INGRESS AND EGRESS AND THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF UNDERGROUND ELECTRIC, TELEPHONE, CABLE, GAS AND OTHER UTILITIES, IRRIGATION FACILITIES, POTABLE WATER, SANITARY SEWER AND STORM WATER FACILITIES, LANSCAPED AREAS, FENCES, WALLS, ENTRY FACILITIES, INCLUDING ELECTRONIC CARD READING EQUIPMENT, GOLF CART AND PEDESTRIAN PATHS, SIGNAGE, EQUIPMENT IMPROVEMENTS AND GOLF CART AND PEDESTRIAN BRIDGES; AND (2) SUBJECT TO THE RESTRICTION THAT ALL ADDITIONS OF REMOVAL OF, AND CHANGES TO IMPROVEMENTS LOCATED ON SUCH TRACTS AND ROADWAYS (INCLUDING, WITHOUT LIMITATION, ALL THOSE IMPROVEMENTS DESCRIBED ABOVE), MUST FIRST BE APPROVED IN ADVANCE BY THE DEVELOPER.

THE DEVELOPER ALSO GRANTS TO THE DISTRICT NON-EXCLUSIVE, PERPETUAL EASEMENTS OVER, ACROSS AND UPON ANY SPECIAL EASEMENTS SHOWN HEREON FOR THE PURPOSE OF MAINTAINING DRAINAGE FACILITIES LOCATED THEREON.

THE DISTRICT, BY EXECUTING THE DEDICATION CONTAINED ON THIS PLAT, ACCEPTS THIS CONVEYANCE AND AGREES TO MAINTAIN THE TRACTS LISTED ABOVE, INCLUDING ALL IMPROVEMENTS CONSTRUCTED THEREON AND DRAINAGE FACILITIES LOCATED WITHIN ANY SPECIAL EASEMENTS PERPETUALLY AND MAINTAIN THE ROADWAYS AND DRAINAGE FEATURES LYING WITHIN SUCH ROADWAYS FOR TWO YEARS AFTER THE CITY ENGINEER HAS CERTIFIED THE CONSTRUCTION HAS BEEN COMPLETED.

WITNESSES AS TO ALL

SIGNATURE

PRINT NAME

3601 KESSLER ROAD

THE VILLAGES, FLORIDA 32163

MAILING ADDRESS

SIGNATURE

PRINT NAME

4450 NE 83RD ROAD

WILDWOOD, FLORIDA 34785

MAILING ADDRESS

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 20____, BY MARTIN L. DZURO, AS MANAGER OF AND ON BEHALF OF VILLAGE COMMUNITY DEVELOPMENT COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF THE VILLAGES DEVELOPMENT COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC - STATE OF FLORIDA
PRINT NAME
COMMISSION NO.
COMMISSION EXPIRES:

SEAL

CERTIFICATE OF APPROVAL BY CITY OFFICIALS

THIS CERTIFIES THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO F.S. CHAPTER 177, AS CERTIFIED BY THE REVIEWING SURVEYOR SHOWN BELOW.

MELANIE D. STROKLAND
DEVELOPMENT SERVICES DIRECTOR

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE COMMISSION OF THE CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA, AND WAS APPROVED BY THE COMMISSION FOR RECORD ON THIS _____ DAY OF _____, 20____.

JESSICA BARNES
CITY CLERK

ED WULF
MAYOR

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE ATTORNEY FOR THE CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA, AND APPROVED BY HIM OR HER AS TO FORM AND LEGALITY ON THIS _____ DAY OF _____, 20____.

PRINT NAME
CITY OF WILDWOOD, ATTORNEY

SIGNATURE
CITY OF WILDWOOD, ATTORNEY

DEVELOPMENT SERVICES DIRECTOR
MELANIE D. STROKLAND

PUBLIC WORKS DIRECTOR
JEREMY HODGENBURY

PRINT NAME
CITY OF WILDWOOD, ENGINEER

SIGNATURE
CITY OF WILDWOOD, ENGINEER

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, THE VILLAGES DEVELOPMENT COMPANY, LLC (THE DEVELOPER) HAS CAUSED TO BE MADE THIS PLAT, VILLAGES OF SOUTHERN OAKS UNIT NO. 148, A SUBDIVISION OF LAND HEREIN DESCRIBED AND JOINS WITH VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 15 (THE DISTRICT) TO HEREBY DEDICATE THE ROADWAYS SHOWN HEREON TO THE CITY OF WILDWOOD AND THE PERPETUAL USE OF THE PUBLIC, AND DEDICATES TRACTS "A", "B", "C", "D" AND "E" TO VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 15.

WITNESSES:

(1) SIGNATURE

PRINT NAME

3601 KESSLER ROAD

THE VILLAGES, FLORIDA 32163

MAILING ADDRESS

(2) SIGNATURE

PRINT NAME

4450 NE 83RD ROAD

WILDWOOD, FLORIDA 34785

MAILING ADDRESS

THE VILLAGES DEVELOPMENT COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY

BY: VDC MANAGER, LLC,
A FLORIDA LIMITED LIABILITY COMPANY,
ITS MANAGER

BY: MARTIN L. DZURO, MANAGER

WITNESSES:

(1) SIGNATURE

PRINT NAME

3601 KESSLER ROAD

THE VILLAGES, FLORIDA 32163

MAILING ADDRESS

(2) SIGNATURE

PRINT NAME

4450 NE 83RD ROAD

WILDWOOD, FLORIDA 34785

MAILING ADDRESS

VILLAGE COMMUNITY DEVELOPMENT
DISTRICT NO. 15

BY: SPENCER R. NOVAK, CHAIR

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 20____, BY MARTIN L. DZURO, AS MANAGER OF AND ON BEHALF OF VILLAGE COMMUNITY DEVELOPMENT COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF THE VILLAGES DEVELOPMENT COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC - STATE OF FLORIDA
PRINT NAME
COMMISSION NO.
COMMISSION EXPIRES:

SEAL

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 20____, BY SPENCER R. NOVAK, CHAIR OF VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 15, ON BEHALF OF THE DISTRICT, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC - STATE OF FLORIDA

PRINT NAME

COMMISSION NO.

COMMISSION EXPIRES:

SEAL

CERTIFICATE OF SURVEYOR

I HEREBY CERTIFY THAT THIS PLAT OF VILLAGES OF SOUTHERN OAKS UNIT NO. 148, WAS PREPARED UNDER MY DIRECTION AND SUPERVISION; AND THAT THE PERMANENT REFERENCE MONUMENTS AS SHOWN THEREON WERE PLACED ON THE _____ DAY OF _____, 20____. I FURTHER CERTIFY THAT THIS PLAT COMPLES WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

CLYMER FARNER BARLEY SURVEYING, LLC
4450 NE 83RD ROAD
WILDWOOD, FLORIDA 34785
LICENSED BUSINESS NO. 8498

KAYE M. JAMESON
REGISTRATION NO. 5912

DATE

CERTIFICATE OF CLERK

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND FIND THAT IT COMPLES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES AND WAS FILED FOR RECORD ON PLAT BOOK _____ PAGE _____, 20____, AT _____ FILE NUMBER _____.

CLERK OF THE COURT IN AND
FOR SUMTER COUNTY, FLORIDA

PRINT NAME
DEPUTY CLERK

SIGNATURE
DEPUTY CLERK

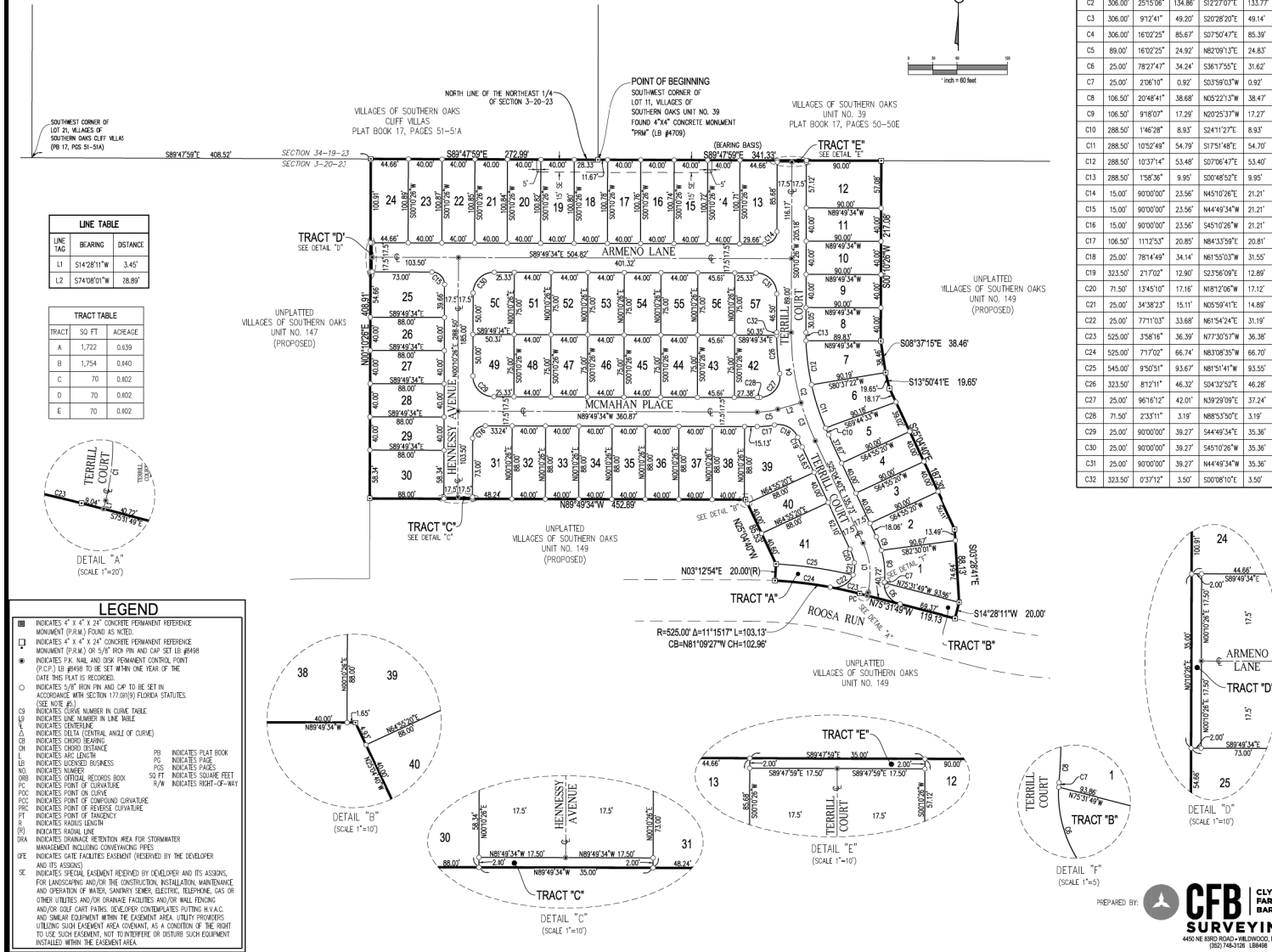
PREPARED BY: **CFB** CLYMER FARNER BARLEY SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(904) 764-1010 L2648

VILLAGES OF SOUTHERN OAKS UNIT NO. 148

SECTION 3, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

SHEET 2 OF 2

PLAT BOOK _____
PAGE _____



CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Woodspring Suites Escrow Agreement

REQUESTED ACTION: Staff recommends approval of the escrow agreement.

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

The development, Woodspring Suites (SP 2208-006), was approved by the City Commission on January 8, 2024. Within the approved plans, the developer is to construct off-site improvements which include a 4" force main extension, a 8" water main extension, and to mill and resurface a portion of CR 106.

The improvements will be owned and maintained by the City of Wildwood, which requires a performance surety at 120% of the construction cost per the Land Development Regulations (LDR) 4.4(E)(1). The developer has chosen to provide the surety in the form of an escrow, per the attached agreement. Terms of this agreement were developed and finalized in consultation with the utility department, city engineer, and city attorney.



Date: 04/17/2024

Amanda Bondi

Planner II, Development Services

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the “*Agreement*”) is made, executed and delivered this ____ day of _____, 2024, by and between SSH HOTEL PROPERTY XVII LLC, a Delaware limited liability company (hereinafter, “*SSH*”), CITY OF WILDWOOD, a political subdivision of the State of Florida (hereinafter, “*City*”) and SLUTZKY, WOLFE AND BAILEY, LLP (hereinafter, “*Escrow Agent*”). (hereinafter, together with their successors and assigns, each a “*Party*” and any two (2) or more of them, as the context requires “*Parties*”).

WITNESSETH:

WHEREAS, SSH is the owner of certain real property located in the City of Wildwood, Sumter County, Florida, proposed for development as a WoodSpring Suites extended-stay hotel (referred to herein as “*WSS*”) which property is described as set forth in Exhibit “A” attached hereto; and

WHEREAS, SSH has made application to City for approval of the development plans associated with WSS and issuance of a corresponding development order (referred to herein as the “*DO*”); and

WHEREAS, City’s land development regulations permit the use of a cash deposit and escrow agreement to guarantee the installation of required improvements related to a development order; and

WHEREAS, in order to allow for the final approval and issuance of the DO, SSH has agreed with City to provide funds for completion of certain items associated with the DO, as itemized by the Project Engineer (hereinafter defined), and set forth in Exhibit “B” attached hereto, all upon the terms, and subject to the limitations and conditions, more particularly set forth hereinafter.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the Parties do hereby agree as follows:

1. **INCORPORATION OF RECITALS**. The Parties confirm and acknowledge that the above recitals are true and correct and incorporate their terms and provisions herein for all purposes.

2. **DEFINITIONS**. For the purposes of this Agreement the following terms shall have the following meanings:

2.1. “*Agreement*” – shall mean and refer to this Agreement, as it may from time to time be amended or modified pursuant to its terms and provisions.

2.2. “*City*” – shall mean and refer to City of Wildwood, a political subdivision of the State of Florida.

2.3. **“SSH Costs”** – shall mean and refer to the total cost of completion, to the satisfaction of City, of the Exhibit “B” listed items.

2.4. **“Party” or “Parties”** – shall mean and refer, as applicable, to SSH, City, or Escrow Agent, or any two (2) or all of them, as the context so requires, and with regard to SSH shall mean its respective successors and assigns.

2.5. **“Project Engineer”** – shall mean and refer to Christopher Germana, PE, Germana Engineering and Associates, LLC, 1120 West Minneola Avenue, Clermont, FL 34711 (352) 242-9329, or other employee of Germana Engineering, who is employed in its office and is licensed to practice civil engineering in Sumter County, Florida, and designated by SSH.

2.6. **“SSH Work”** – shall mean and refer to the required improvements for WSS as set forth in Exhibit “B”, to be completed by or on behalf of SSH and dedicated to the City, subject to the City’s approval and acceptance.

3. **ESCROWED FUNDS**: There has been or will be deposited with Escrow Agent the sum of \$114,456.60 (the **“Escrowed Funds”**) by SSH, which will be held and disbursed by Escrow Agent pursuant to the terms hereof and in accordance herewith.

4. The Escrowed Funds are intended to insure or guarantee the completion of the SSH Work.

5. The Escrow Agent shall only release or disburse the Escrowed Funds, or portion thereof, upon receipt of and in the amount set forth in a written authorization from City as set forth below.

6. **REQUIRED IMPROVEMENTS**.

6.1. Upon completion of the SSH Work, SSH shall notify the City regarding the same and request an inspection (the **“Inspection Request”**) of the completed improvements. Contemporaneous to the Inspection Request, SSH will submit a request (the **“Reimbursement Request”**) to Escrow Agent, with a copy to City and the Project Engineer, for reimbursement for ninety percent (90%) of the cost and expense of the SSH Work. The following provisions shall govern the Inspection Request and Reimbursement Request:

6.1.1. The Reimbursement Request shall be accompanied by supporting invoices from the contractor performing the SSH Work and a certification that the same represents the actual cost of the portion of the SSH Work for which reimbursement is requested.

6.1.2. Within fifteen (15) days of receipt of the Inspection Request, the City Engineer shall inspect the SSH Work to ensure that the punch list items have been completed and that the SSH Work has been constructed in accordance with the approved plans and the City’s Land Development Regulations, as well as any other applicable specifications or standards. The City Engineer and Project Engineer shall work together to resolve any issues related to the City Engineer’s inspection of the SSH Work. In any case where an issue cannot be reasonably resolved, the provisions of Paragraph 7, *infra*, shall govern.

6.1.3. Upon verification by the City Engineer of the completion of the SSH Work, City shall forward a letter to Escrow Agent containing a written authorization from City for release of the Escrowed Funds related to the completed SSH Work in the amount set forth in the Reimbursement Request. Escrow Agent shall only release or disburse the Escrowed Funds in the amount set forth in the written authorization from City.

6.1.4. Upon completion of all of the SSH Work, as set out in a Reimbursement Request, and provided City has authorized same, Escrow Agent shall disburse the remainder to the Escrowed Funds to SSH and be released from further obligation to any Party hereunder

6.2. In the event that SSH fails to comply with the requirements of this Agreement by completing the SSH Work within twenty-four (24) months of the date hereof, then the Escrow Agent agrees to pay to City immediately upon demand the balance of the Escrowed Funds, as of the date of the demand, provided that upon payments of such balance to City, City will have executed and delivered to Escrow Agent in exchange for such funds a statement to be signed by the City Manager or his designee to the effect that:

6.2.1. SSH, for more than sixty (60) days after written notification of such failure, has failed to comply with the requirements of this Agreement; and

6.2.2. City, or its authorized agent, will complete the SSH Work or will complete such portion of such work as City, in its sole discretion shall deem necessary in the public interest to the extent of the funds then held in escrow; and

6.2.3. The Escrowed Funds drawn down by City shall be used for construction of the required improvements, engineering, legal and contingent costs and expenses, and to offset any damages either direct or consequential, which City may sustain on account of the failure of SSH to carry out and execute the SSH Work; and

6.2.4. City will promptly repay to the Escrow Agent any portion of the Escrowed Funds drawn down and not expended in completion of the said SSH Work, at which time Escrow Agent shall disburse such funds to SSH.

7. **DISPUTE RESOLUTION.** In the event of any dispute by and between SSH and City concerning whether the SSH Work has been completed, or the amount charged therefore constitutes the actual and reasonable cost and expense of the same, the Parties agree to submit any such dispute for resolution by the City Engineer. The Parties agree to be bound by the reasonable determination of the City Engineer.

8. **LIMITED LIABILITY.** Escrow Agent accepts this undertaking subject to the following conditions:

8.1. The Escrowed Funds may be processed for collection in the normal course of business by Escrow Agent, who may commingle funds received by it with escrow funds of others in its regular IOLTA escrow account.

8.2. Escrow Agent shall not be liable for loss or damage resulting from:

- a. any good faith act or forbearance of Escrow Agent;
- b. any default, error, action or omission of any party, other than Escrow Agent;
- c. the expiration of any time limit or other delay which is not solely caused by the failure of Escrow Agent to proceed in its ordinary course of business, and in no event where such time limit is not disclosed in writing to the Escrow Agent;
- d. the lack of authenticity of any writing delivered to Escrow Agent or of any signature thereto, or the lack of authority of the signatory to sign such writing;
- e. Escrow Agent's compliance with all attachments, writs, orders, judgments, or other legal process issued out of any court;
- f. Escrow Agent's assertion or failure to assert any cause of action or defense in any judicial or administrative proceeding; and
- g. any loss or damage which arises after the Escrowed Funds has been disbursed in accordance with the terms of this Escrow Agreement.

8.3. SSH agrees to indemnify Escrow Agent, or its successors for any losses it may suffer in the premises. Escrow Agent shall be accountable only for those funds described above as Escrowed Funds. Escrow Agent shall be fully indemnified by SSH for all its expenses, costs, and reasonable attorney's fees incurred in connection with any interpleader action which Escrow Agent may file, in its sole discretion, to resolve any dispute as to the Escrowed Funds; or which may be filed against the Escrow Agent. Such costs, expenses or attorney's fees, as well as the fees of Escrow Agent described below, may be deducted from the Escrowed Funds.

9. **GENERAL PROVISIONS.**

9.1. **Governing Law.** This Agreement shall be construed and enforced under the laws of the State of Florida regardless of who was more responsible for its preparation.

9.2. **Amendment.** This Agreement shall not be amended or modified except by an amendment in writing, executed by all Parties hereto in the same form as this Agreement.

9.3. **Notices.**

9.3.1. Any notice required or permitted hereunder, and all demands and requests given or required to be given by any Party hereto to another Party, shall be in writing unless otherwise provided herein and shall be deemed given (i) when received, if personally delivered or sent by email or facsimile, or (ii) if sent by Federal Express (which term shall be deemed to include within it any other nationally recognized reputable firm of overnight couriers) (1) days after depositing with Federal Express, charges prepaid, before its deadline for next-day delivery, or (iii) if mailed, five (5) days after mailing if such notice has been delivered to the United States Postal Service with postage prepaid and properly marked for certified or registered mail with a request for return receipt.

9.3.2. If given to SSH, any notice hereunder shall be addressed and given as follows:

SSH HOTEL PROPERTY XVII LLC
Attention: Mark DeRose
8400 East Crescent Parkway, Suite 160
Greenwood Village, CO 80111

With a copy to: DOIDA CROW LEGAL LLC
Attention: Trevor Crow
7979 East Tufts Avenue, Suite 1750
Denver, CO 80237
Telephone: (720) 306-1001
Email: trevor@doidacrow.com

And: RIMROCK OPERATIONS, LLC
Attention: Carrie Bailey
343 NW Cole Terrace, Suite 201
Lake City, FL 32055
Tel: (904) 240-1388
Email: carrie@rimrockcompanies.com

9.3.3. If given to Escrow Agent, any notice hereunder shall be addressed and given as follows:

SLUTZKY, WOLFE AND BAILEY, LLP
Attention: Brad M. Wolfe
2255 Cumberland Parkway, Building 1300
Atlanta, GA 30339
Tel: (770) 438-8000
Email: bmw@swbatl.com

9.3.4 If given to City, any notice hereunder shall be addressed and given as follows:

The City of Wildwood, Florida
Attn. Melanie Strickland
100 North Main Street
Wildwood, Florida 34785

Tel: (352) 330-1334
Fax: 352.330.1338

With a copy to:

Hunt Law Firm, P.A.
Attn. Ashley S. Hunt, Esq.
601 S. 9th Street
Leesburg, Florida 34748
Tel: (352) 365-2262

9.3.5. Any party hereto may change the address or addresses to which notice is to be sent by giving written notice of such change to the other party in the manner provided herein.

9.4. **Severability**. All rights, power and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any law and are intended to be limited to the extent necessary so that they will not render this Agreement invalid, illegal, or unenforceable under any applicable law. If any term of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity of the other terms of this Agreement shall in no way be affected thereby.

9.5. **Section Headings**. The Section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning, content or interpretation hereof.

9.6. **Time of Essence**. Time is of the essence with respect to this Agreement.

9.7. **Multiple Counterparts**. This Agreement may be executed in any number of multiple counterparts, each of which shall constitute a complete Agreement and all of which shall constitute the same agreement.

9.8. **Negation of Partnership**. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprises. Each Party shall be considered a separate owner, and no Party shall have the right to act as an agent for another Party, unless expressly authorized to do so in this Agreement.

9.9. **Agreement Shall Continue Notwithstanding Breach**. It is expressly agreed that no breach of this Agreement shall entitle any party to cancel, rescind or, otherwise terminate this Agreement. However, such limitation shall not affect in any manner any other rights or remedies which a Party may have hereunder or under any applicable law by reason of any such breach.

9.10. **Enforcement**. All obligations, rights and covenants contained herein shall be enforceable by suit for specific performance and mandatory injunctive relief, in addition to any other remedy provided by law or equity. Failure by any party to observe the covenants and agreements set forth herein shall not result in the termination of the rights granted under the

Agreement or in any manner curtail the use of any easements or rights granted herein, the remedy for such failure being limited to equitable relief and an action or actions for damages.

9.11. **Litigation**. In the event of any litigation arising out of this Agreement the prevailing party shall be entitled to recover all reasonable costs and attorneys' fees incurred, whether or not such costs and attorneys' fees are incurred at the trial, appellate or post-judgment level of any litigation, or whether or not such costs and attorneys' fees are incurred with respect to any bankruptcy proceeding related hereto.

9.12. **Waiver of Jury Trial**. By execution hereof the Parties each waive any right to trial by jury and agree that in any litigation arising out of, or related to, this Agreement all matters shall be submitted to a judge sitting as a trier of law and of fact, without a jury.

[Signatures appear on the following pages.]

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the date first set forth above.

SSH:

SSH HOTEL PROPERTY XVII LLC,
a Delaware limited liability company

By: SCM ESH OPPORTUNITY FUND III LLC,
a Delaware limited liability company

Its: Manager

By: ServiceStar Capital Management, LLC,
a Colorado limited liability company

Its: Manager

By: 
Name: Mark DeRose
Title: Manager

CITY:

CITY OF WILDWOOD, FLORIDA

By: _____
Name: _____
Title: _____

ESCROW AGENT:

SLUTZKY, WOLFE AND BAILEY, LLP

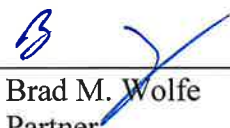
By: 
Name: Brad M. Wolfe
Title: Partner

EXHIBIT "A"

WSS PROPERTY

COMMENCE AT THE N.E. CORNER OF THE S.E. 1/4 OF THE N.W. 1/4 OF SECTION 17, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; THENCE RUN WEST 850 FEET; THENCE SOUTH 230 FEET TO THE POINT OF BEGINNING: THENCE CONTINUE SOUTH, 91.4 FEET TO A POINT ON THE NORTH LINE OF BLOCK F OF TOWN OF OXFORD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGES 32 THROUGH 33, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE EAST ALONG SAID NORTH LINE, A DISTANCE OF 3 FEET TO A POINT THAT IS 297.2 FEET EAST, AS MEASURED AT RIGHT ANGLES, OF THE WEST LINE OF AFOREMENTIONED BLOCK F; THENCE SOUTH, PARALLEL TO SAID WEST LINE, A DISTANCE OF 466.2 FEET TO A POINT ON THE SOUTH LINE OF SAID BLOCK F; THENCE EAST ALONG SAID SOUTH LINE, A DISTANCE OF 207 FEET; THENCE DEPARTING SAID SOUTH LINE, PROCEED NORTH, 557.6 FEET; THENCE WEST, 210 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

SSH WORK AND SSH COSTS

Woodspring Suites Wildwood				
OPINION OF PROBABLE UTILITY AND ROADWAY COST 02/22/2024				
#	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
OFF-SITE SANITARY (OFF-SITE, CITY OWNED AND MAINTAINED)				
1	4" Force Main C-900, DR-18 (4'-6" BURY)	779 LF	\$45.00	\$35,055.00
2	4" Gate Valve	1 EA	\$1,000.00	\$1,000.00
3	Connect to Existing FM	1 EA	\$3,500.00	\$3,500.00
4	R/W Restoration	1 LS	\$6,500.00	\$6,500.00
5	Fittings	1 LS	\$2,300.00	\$2,300.00
6	Open Cut and Patch	159 LF	\$45.00	\$7,155.00
OFF-SITE SANITARY SUB-TOTAL =				\$35,055.00
OFF-SITE WATER MAIN (OFF-SITE, CITY OWNED AND MAINTAINED)				
1	8" Water Main C-900, DR-18	113 LF	\$68.00	\$7,684.00
2	Fire Hydrant	1 EA	\$5,000.00	\$5,000.00
3	8" Gate Valve	1 EA	\$1,900.00	\$1,900.00
4	Testing and Bac-T	1 LS	\$3,500.00	\$3,500.00
5	Connect to Existing	1 LS	\$2,800.00	\$2,800.00
6	R/W Restoration	1 LS	\$2,100.00	\$2,100.00
OFF-SITE WATER SUB-TOTAL =				\$22,984.00
ROADWAY (CR 106)				
1	Mill and Resurface	1,141 SY	\$31.50	\$35,941.50
2	Road Striping	1 LS	\$1,400.00	\$1,400.00
ROADWAY SUB-TOTAL =				\$37,341.50
Sub-Total =				\$95,380.50
+ 20% Contingency				+\$19,076.10
Grand Total =				\$114,456.60

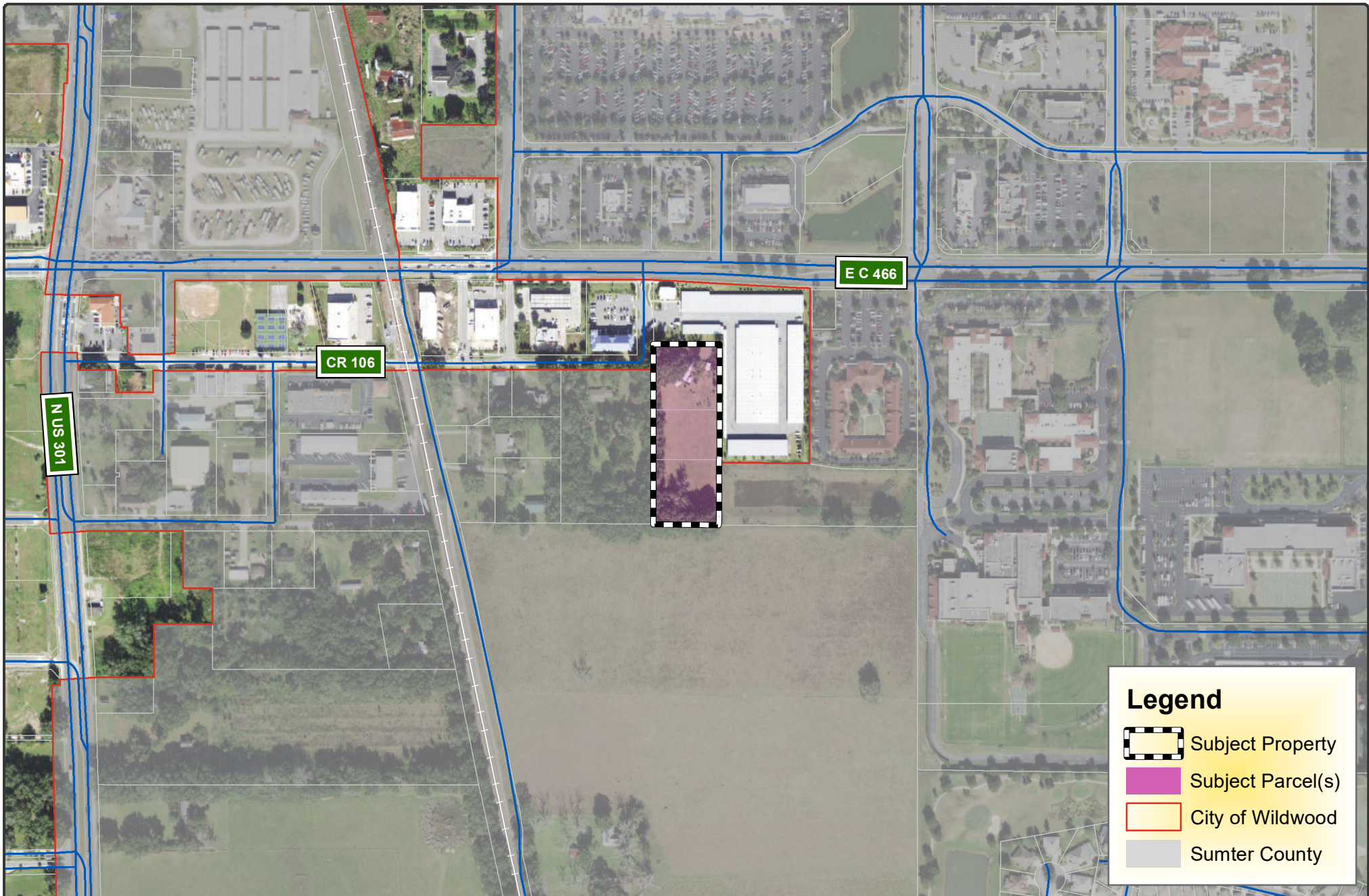
NOTE:

Because the CONSULTANT/ENGINEER does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, all opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The CONSULTANT/ENGINEER greater assurance as to the amount of any employ cannot and will not vary from opinions of does not guarantee that proposals, bid or actual costs prepared by it.

PREPARED BY:

Germana Engineering and Associates, LLC
1120 West Minneola Avenue
Clermont, Florida 34711

Engineering Firm Registry # 28278



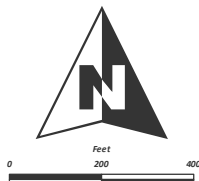
Legend

-  Subject Property
-  Subject Parcel(s)
-  City of Wildwood
-  Sumter County



CITY OF WILDWOOD

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



SP 2208-006

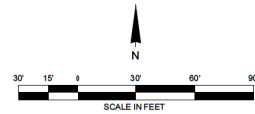
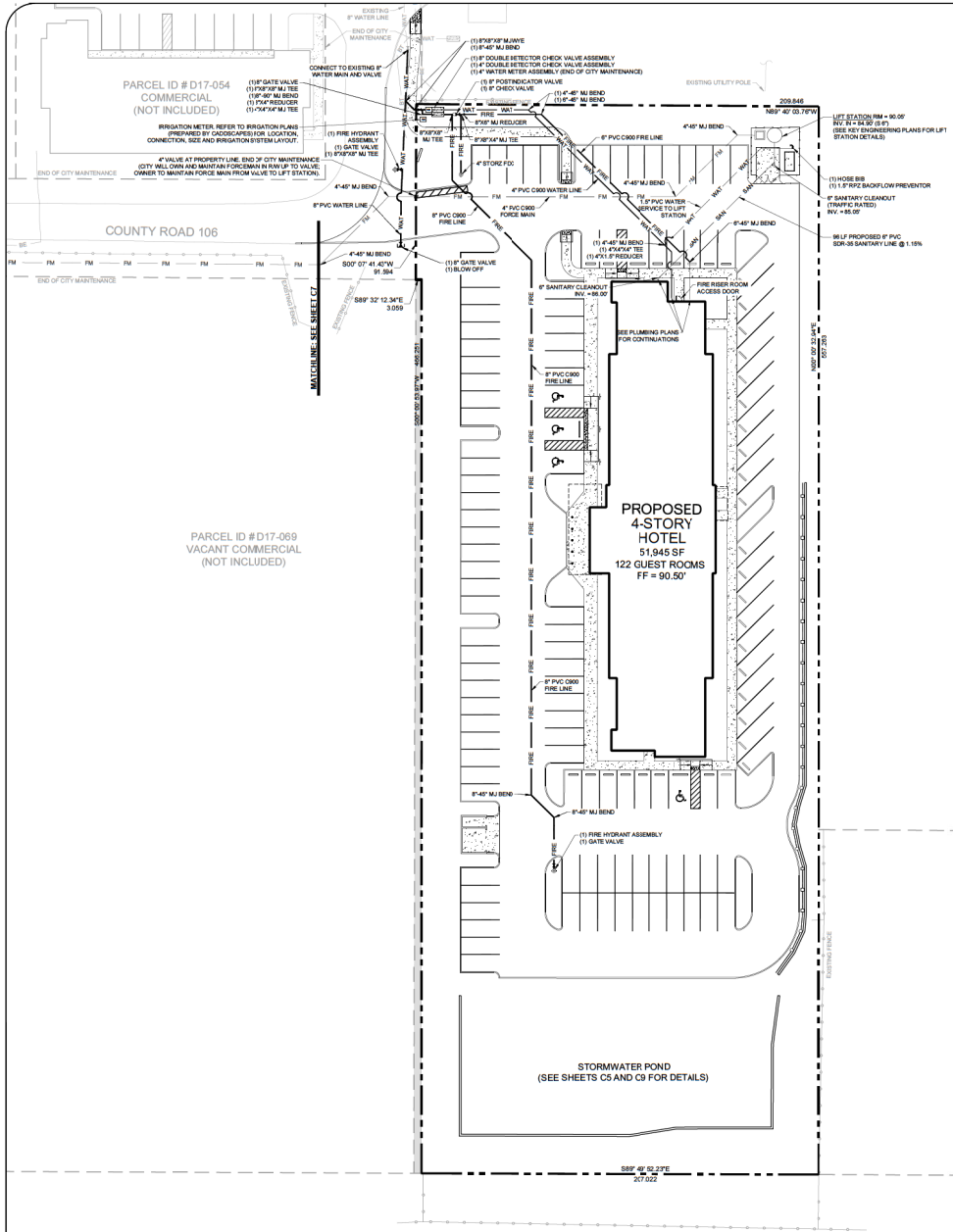
WOODSPRING SUITES WILDWOOD

PARCEL D17-060

MAP 1B

LOCATION
MAP

AUGUST
2022



- LEGEND**
- PROPOSED CONCRETE
 - EXTERIOR PARCEL LINE
 - PROPERTY LINE
 - EXISTING WATER LINE
 - PROPOSED WATER LINE
 - PROPOSED SANITARY LINE
 - PROPOSED FORCE MAIN
 - EXISTING FENCE

****CAUTION****
EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE LOCATED WITHIN THE PROJECT AREA. THE LOCATION OF THE EXISTING UTILITIES SHOWN IN THESE PLANS IS FOR REFERENCE INFORMATION ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXACT HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.

- NOTES**
- ALL ON-SITE UTILITIES TO BE PRIVATELY OWNED AND MAINTAINED.
 - EXISTING UTILITIES ARE SHOWN FOR INFORMATION ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO LOCATE THE EXACT LOCATION AND DEPTH OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. DAMAGE TO EXISTING UTILITIES IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE REPAIRED AT THE CONTRACTOR'S OWN EXPENSE.
 - ALL UTILITY CONSTRUCTION TO CONFORM TO THE CITY OF WILLOWood CONSTRUCTION STANDARDS.
 - THE MINIMUM FIRE FLOW AND FLOW DURATION REQUIREMENTS FOR ONE- AND TWO-FAMILY DWELLINGS HAVING A FIRE FLOW AREA THAT DOES NOT EXCEED 5000 FT² SHALL BE 1000 GPM FOR 1 HOUR (NFPA 18.5.1.1).
 - FIRE PROTECTION WATER SUPPLY WILL BE AVAILABLE PRIOR TO AND DURING CONSTRUCTION.
 - CONTRACTOR SHALL SCHEDULE A PRE-CONSTRUCTION MEETING WITH THE CITY OF WILLOWood TWO WEEKS PRIOR TO COMMENCEMENT OF CONSTRUCTION.

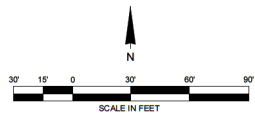
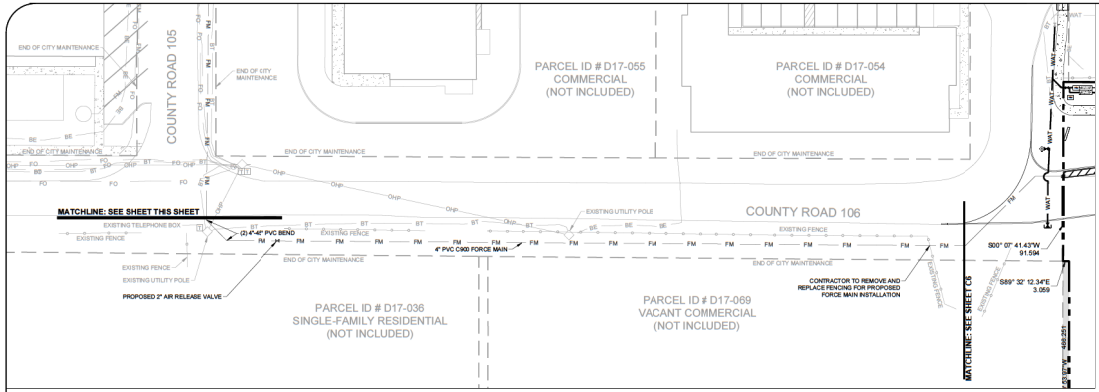
- FIRE FLOW CALCULATIONS**
- TOTAL FIRE FLOW AREA = 51,946 SF
 - CONSTRUCTION TYPE = V-A / V (111)
 - MINIMUM REQUIRED FIRE FLOW = 4,000 GPM (PER NFPA ANNEX H, TABLE H.5.1) 25% REDUCTION = 3,000 GPM (PER NFPA 18.5.2.1) = 1,000 GPM
 - NUMBER OF HYDRANTS REQUIRED = 1 (PER NFPA ANNEX I, TABLE I.3)
 - NUMBER OF HYDRANTS PROVIDED = 2

Digitally signed
by Christopher
M Germana
Date:
2023.12.27
11:02:01 -05'00



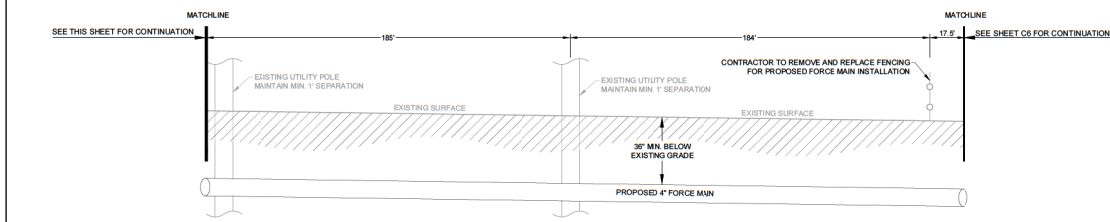
CHRISTOPHER M. GERMANA, P.E.
FLORIDA PROFESSIONAL ENGINEER # 01682
ENGINEERING FIRM REGISTRY # 20279

REVISIONS		DATE
No.	1	02-07-2023
REVISED PER CITY COMMENTS		10-05-2023
2		11-13-2023
REVISED PER CITY COMMENTS		
3		
REVISED PER CITY COMMENTS		
UTILITY PLAN		
WOODSPRING SUITES VILLAGES, FL		
PROJECT # GERM0021		
WILLOWood, FLORIDA		
GERMANA ENGINEERING AND ASSOCIATES, LLC 11325 COUNTRY CLUB DRIVE CLUSTON, FL 34711 (850) 242-8320 WWW.GERMANAENGINEERING.COM ENGINEERING FIRM REGISTRY # 20279 CREATED: 12-27-2023		
SCALE: 1" = 30'		
DATE: 02-26-2023		
SHEET		
C6		



LEGEND

- PROPOSED CONCRETE
- EXTERIOR PARCEL LINE
- PROPERTY LINE
- EXISTING FENCE
- EXISTING WATER LINE
- WAT --- PROPOSED WATER LINE
- SAN --- PROPOSED SANITARY LINE
- FM --- EXISTING FORCE MAIN
- FM --- PROPOSED FORCE MAIN
- BT --- EXISTING TELECOMMUNICATIONS LINE
- OHP --- EXISTING OVERHEAD POWER LINE
- BE --- EXISTING BURIED ELECTRIC LINE
- FO --- EXISTING FIBER OPTIC LINE

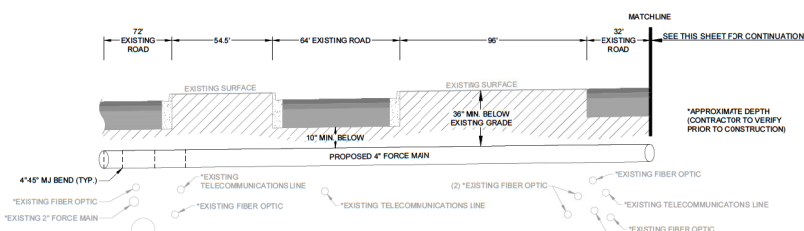
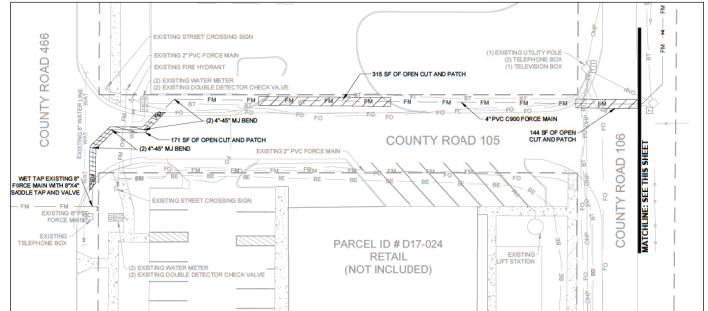
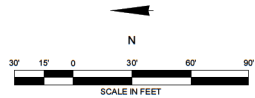


COUNTY ROAD 106 OFFSITE PROFILE
NTS

****CAUTION****
EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE LOCATED WITHIN THE PROJECT AREA. THE LOCATION OF THE EXISTING UTILITIES SHOWN IN THESE PLANS IS FOR REFERENCE INFORMATION ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXACT HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.

NOTES

1. CONNECTION TO EXISTING CITY FORCE MAIN MAY REQUIRE MODIFICATION OF EXISTING FORCE MAIN TIE INS. COORDINATION WITH THE CITY OF WILLOWOOD AND CONTRACTOR WILL BE NEEDED FOR CONNECTION.
2. CONTRACTOR SHALL SCHEDULE A PRE-CONSTRUCTION MEETING WITH THE UTILITY DEPARTMENT 2 WEEKS PRIOR TO START OF CONSTRUCTION AND PRIOR TO ANY MATERIALS BEING DELIVERED ON-SITE.



COUNTY ROAD 105 OFFSITE PROFILE
NTS

This form has been digitally signed and sealed by Christopher M. Germana, P.E. The State of Florida Seal is not a seal and cannot be used as the signature or seal for any other project.

Digitally signed by Christopher M Germana
Date: 2023.12.27 11:02:54 -05'00'

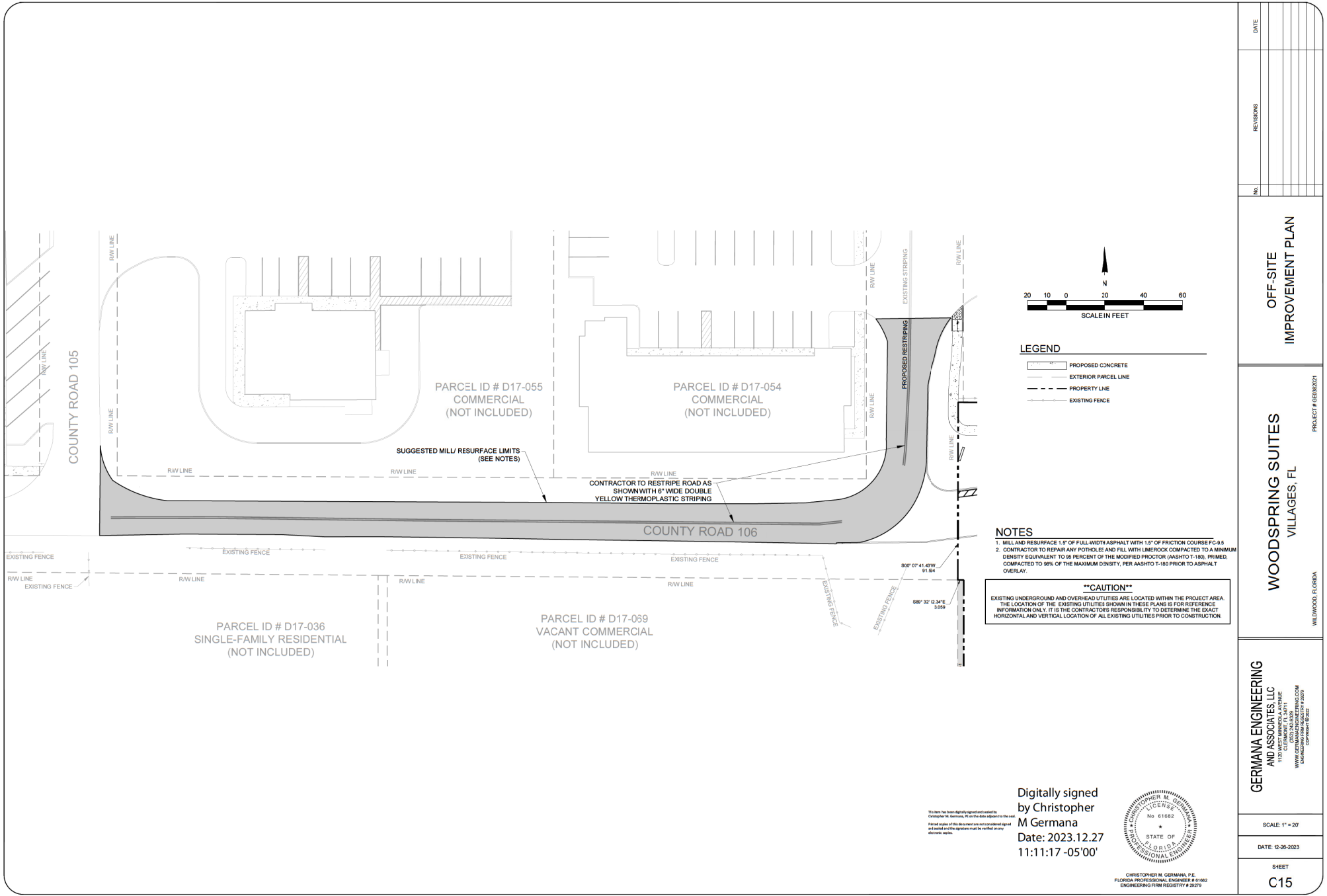


CHRISTOPHER M. GERMANA, P.E.
FLORIDA PROFESSIONAL ENGINEER # 61682
ENGINEERING FIRM REGISTRY # 20219

REVISIONS	DATE
1. REVISED PER CITY COMMENTS	02-07-2023
2. REVISED PER CITY COMMENTS	10-05-2023
3. REVISED PER CITY COMMENTS	11-13-2023

OFF-SITE UTILITY PLAN AND PROFILE	WOODSPRING SUITES VILLAGES, FL	PROJECT # GERM0021 WILLOWOOD, FLORIDA
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GERMANA ENGINEERING AND ASSOCIATES, LLC 11300 WILLOWOOD BLVD, SUITE 100 WILLOWOOD, FL 33511 WWW.GERMANAENGINEERING.COM (615) 242-5020 (615) 242-5021	SCALE: 1" = 30' DATE: 12-26-2023 SHEET C7
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DATE	
REVISIONS	
No.	
OFF-SITE IMPROVEMENT PLAN	
WOODSPRING SUITES VILLAGES, FL	
PROJECT # GERM0021	
WILMINGTON, FLORIDA	
GERMANNA ENGINEERING AND ASSOCIATES, LLC 11320 WOODBRIDGE AVENUE CLIFTON HILLS, AL 35024 WWW.GERMANNAENGINEERING.COM ENGINEERING FIRM REGISTRY # 20279 DATE: 12-27-2023	
SCALE: 1" = 20'	
DATE: 12-26-2023	
SHEET	
C15	

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Oxford Water Plant Transfer Tank Cleaning and Hatch Replacement for the Amount of \$21,613.00

REQUESTED ACTION: Staff Recommends Approval

CONTRACT: Vendor/Entity: Utility Services Co. Inc
Effective Date: 4/10/2024 Termination Date:
Managing Division/Department: Utility Department / Water Division

BUDGET IMPACT: This is a budgeted item in the 23/24 fiscal budget year. Funds were allocated in account 401-533-30-3400 (Other Contractual Services)

HISTORY/FACTS/ISSUES:

The 70,000-gallon transfer tank at the Oxford Treatment Facility is required to undergo periodic maintenance according to the rules and regulations of the Florida Department of Environmental Protection. The City issued an RFP and approved a maintenance contract with Utility Services, Inc. in January 2024. As part of the routine maintenance, staff discovered the tank's access hatch no longer maintains a water-tight seal and requires replacement. Staff recommends authorizing Utility Services, to perform the hatch repair concurrently while the tank is offline for required maintenance. The added cost for hatch repair is \$21,613.00. Please see the attached proposal and executed contract with Utility Service Co. Inc.



Proposal from
UTILITY SERVICE CO., INC.
535 Gen. Courtney Hodges Blvd · P O Box 1350 · Perry, GA 31069
Toll-free: 855-526-4413 | Fax: 478-987-2991
usgwater.com

Date: **04/01/24**

Submitted by: **Raymond Bates**

Local Phone: (727) 482-9480

SFID: **75750**

MP / CS Asset: ☐

Entity Proposal Submitted To ("Customer"): City of Wildwood, FL.			Phone Number: 352-330-1330		Fax Number:
Street Address: 100 North Main Street			Description of Work to be Performed: Concrete Tank Services		
City: Wildwood	State: FL.	Zip Code: 34785	Asset Name: Oxford Clear Well		
Accounts Payable Contact Name:		Email:	Job Site Address: 11486 HWY 301 Wildwood, FL. 32778		
Job Contact (Inspection Reports): Jared Fort		Email: jfort@wildwood-fl.gov	County / Parish: Sumter	Asset Size: 62K	Asset Style: Clear Well

Utility Service Co., Inc. agrees to provide all labor, equipment, and materials needed to complete the following:

Please see attached Exhibit(s), which are incorporated herein by reference:

1. Exhibit A – Scope of Work
2. Exhibit B – Terms and Conditions

Please sign and date this proposal and fax one copy to our office.

Twenty-One Thousand Six Hundred Thirteen Dollars and -----00 /100 Dollars \$ 21,613.00

Payment to be made as follows: **Payment Due in Full Upon Completion of Work – plus all applicable taxes**

Remittance Address: Utility Service Co., Inc., P O Box 207362, Dallas, TX 75320-7362

This Proposal, together with its Exhibit A – Scope of Work and Exhibit B - Terms and Conditions, and any additional exhibits that Utility Service Co., Inc. and the Customer agree to incorporate and attach to this Proposal (collectively, this "Proposal") constitutes the entire and exclusive agreement between Utility Service Co., Inc. (which for purposes herein shall collectively include its affiliate companies) and Customer (collectively, the "Parties"). This Proposal may be withdrawn by Utility Service Co., Inc. at any time prior to acceptance. Customer assents to the terms and conditions in Exhibit B and agrees that the terms and conditions in Exhibit B shall govern with respect to this Proposal and the services provided by Utility Service Co., Inc. No additional or conflicting terms or conditions included in any purchase order, hyperlink, acknowledgement or invoice of Customer not expressly incorporated into this Proposal shall be binding on the Parties or this Proposal.

Note: This proposal shall expire automatically
Ninety (90) days following the date of this Proposal.

Authorized
USCI Signature

Patricia W. Day

Acceptance of Proposal The prices, scope of work, and terms and conditions of this Proposal are satisfactory and are hereby accepted. Payment will be made by Customer to Utility Service Co., Inc. as set forth herein.

Is Customer Exempt from Sales Tax? ☐ No ☐ Yes If Exempt, please provide Sales Tax Exemption Certificate.

Fiscal Year Beginning Month _____ Customer Signature _____

Date of Acceptance _____ Printed Name _____

FOR INTERNAL USE ONLY

SFID:

CN:

SO:

MP / CS PN:



Proposal from
UTILITY SERVICE CO., INC.
535 Gen. Courtney Hodges Blvd · P O Box 1350 · Perry, GA 31069
Toll-free: 855-526-4413 | Fax: 478-987-2991
usgwater.com

Exhibit A – Scope of Work

Concrete Tank Services

**Clear Well is approximately 91.5 ft length x 15 ft width x 6 ft Height (Interior) x 6 ft Height (Average Exterior Exposed); Tank Size (Gallons) approximately 62,000.
Interior has 5 interior baffle walls. \$3,131.00**

Remove existing aluminum hatch cover. Install new Bilco hatch system around the existing concrete curb. \$18,481.00

A date shall be coordinated by both parties for the Owner to provide access to the Asset.

Owner shall isolate Asset using existing standard operating procedures.

Owner shall fully drain Asset prior to entry.

Washout of Asset includes the walls, baffle walls, and floor only.

Walls are to be cleaned within the reachable area (approximately 10'H) without the use of scaffolding or any rigging within the Asset.

Areas above reachable height and ceiling of Asset are excluded.

Perform washout of Asset with allowance for 3" depth of soft sediment on the Asset floor.

Pricing is based upon:

Off-site disposal is not included in this proposal.

Wash-water and sediment will be disposed of through on-site drainage within a 150' distance from the Asset.

Drainage will not be screened or sediment removed using a sediment trap or other sedimentation controls.

Owner shall be responsible for dechlorination of the discharge water, if required.

Any remaining solids within the Asset will not be removed.

No vacuor truck or any other removal equipment is included in this proposal to remove any solids that cannot be removed through normal flushing and rinsing of the Asset.

If it is deemed necessary to use a vacuum truck to remove solids within the Asset, then a price of \$7,500 per day will be added to the contract through the execution of an authorized change order.



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Exhibit A – Scope of Work Continued

Excludes any hard scale (calcium, lime etc. deposits) built-up within the AssetSpray disinfection of the Asset walls, floor and ceiling in accordance with AWWA C652 Method 2 (Contact Method) after completion of washout.

The Asset will be inspected to assess the sanitary, safety, structural, security, and coatings conditions, if present.

A comprehensive written report with color digital photographs will be submitted detailing the condition of the Asset.

A representative of Veolia-AS will schedule a date with the Owner to present the report and findings. Additional sludge depth:

For sludge depth greater than the above allowance, a price of \$ 2,390 per crew day until sludge is completely removed may be added to this contract by an authorized change order.

If special or upgraded equipment is required to facilitate removal of access sludge, change order may include rental equipment fees plus a 25% margin.

Pricing is valid until 5/12/2023 .

Specialized goods and services are being rendered as part of this Scope of Work.

Due to subcontractor and/or supplier requirements, pricing may fluctuate due to current market conditions.

Suez reserves the right to request a change order due to unforeseen market conditions that increase the cost of the goods or services provided by suppliers or subcontractors.

Owner shall perform any sludge reseedling or special conditioning of the Asset per standard operating procedures, testing and return of Asset back to service.

Water and power must be available within 150' of Asset.

Bonds are not included.

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Exhibit B – Terms and Conditions

A. GENERAL TERMS AND CONDITIONS

The Terms and Conditions (the "Terms") of this Proposal govern the sale of services (the "Services") by Utility Service Co., Inc. (which for purposes herein shall include its affiliates) to the Customer. All other terms, or variations to these Terms are excluded unless agreed explicitly in writing by a numbered amendment to this Proposal executed by Utility Service Co., Inc. and the Customer. Execution of the Proposal by the Customer, whether in writing, on the Internet, by electronic signature, or by e-mail transmission of a signed Proposal shall mean acceptance that these Terms are deemed incorporated into the Proposal and shall form the contract between the Customer and Utility Service Co., Inc. These Terms shall supersede all prior terms, understandings or Proposals between the Customer and Utility Service Co., Inc. If any part of the Terms should be found to be invalid or unenforceable by a court or other competent authority, then the remainder of the Terms shall not be affected. Any notice to be given with respect to these Terms by either of the Parties shall be in writing. Notices to the Customer shall be sent to the Customer's address on the Proposal, and any notices to Utility Service Co., Inc., including notice of warranty claims by the Customer, shall be sent to: Utility Service Co., Inc., ATTN: Customer Service Department, 535 General Courtney Hodges Boulevard, Post Office Box 1350, Perry, Georgia 31069.

This Proposal has been issued based on the information provided by the Customer and on information currently available to Utility Service Co., Inc. at the time of Proposal issuance. Any changes or discrepancies in site conditions, concealed conditions where the Services will be performed, changes in environmental, health, and safety regulations or conditions, changes in Customer's financial standing, Customer's requirements, or any other relevant change or discrepancy in the factual basis upon which this Proposal was created may lead to changes in the offering, including but not limited to, changes in pricing, warranties, quoted scope of work, and/or terms and conditions. Unless stated otherwise in the Proposal, performance and/or payment bonds are not included in the price. These bonds can be purchased on request but will be at an additional cost.

B. PRICES, PAYMENT TERMS, COMMITMENT OF CUSTOMER, CREDIT REPORTING AND TAXES

Prices, which are expressed in US Dollars, are only valid for the period stated in the Proposal. If not stated, the validity period is ninety (90) days. Unless otherwise stated in the Proposal, the full price shall be due and payable upon completion of the Services, which may or may not include the installation of Equipment. All of Utility Service Co., Inc.'s invoices are due and payable upon receipt. If any payment is not made by the Customer within sixty (60) calendar days following the date of the invoice, Utility Service Co., Inc. reserves the right to charge a late payment charge of one and one-half percent (1.5%) per month of the outstanding past due balance. Any failure by Customer to make timely payment of any obligation under this Proposal shall be deemed a breach. Customer agrees to reimburse Utility Service Co., Inc. for all charges, costs, expenses and attorney's fees incurred to enforce or collect the amounts due under this Proposal. In the event Customer has a valid dispute with any invoice or amount due, such dispute must be communicated in writing to Utility Service Co., Inc. within thirty (30) days of the invoice date, describing the amount, issue and the reason for any dispute. Any amounts not disputed within this time frame will be deemed to be valid. Utility Service Co., Inc. and Customer agree to work expeditiously to resolve any dispute. Customer agrees to notify Utility Service Co., Inc. within thirty (30) days of any change in Customer's name, address, or phone number. By executing this Proposal, Customer authorizes Utility Service Co., Inc. to periodically request your credit reports and bank and trade references. Upon your request, we will inform you of the name and address of the reporting agency from which we received such a report, if any. The price listed in the Proposal excludes all taxes unless specifically stated otherwise in the Proposal. The Customer is responsible for payment of all applicable taxes, however designated or incurred in connection with the transactions under this Proposal, and agrees to reimburse Utility Service Co., Inc. for any taxes paid on Customer's behalf.

C. DELIVERY OF SERVICES AND INSTALLATION OF EQUIPMENT

The provision of Services as contemplated herein might require the installation of certain equipment (the "Equipment") on the Customer's real property or on the improvements to the Customer's real property (e.g., water storage tank, etc.). All times and dates for the delivery of Services and/or installation of Equipment are approximate, but Utility Service Co., Inc. shall use its reasonable efforts to respect them. The Parties shall each make commercially reasonable efforts to schedule the Services after the date this Proposal is executed by the Customer. Utility Service Co., Inc. shall not be liable for any loss or damage resulting from late delivery of the Services or installation of Equipment.

D. ACCESS TO CUSTOMER'S FACILITY OR REAL PROPERTY

Customer hereby agrees to provide Utility Service Co., Inc. with reasonable access to its facility or real property to perform the Services. "Reasonable access" shall include passable roads for ingress and egress as well as sufficient usable ground space for Utility Service Co., Inc.'s equipment and materials needed to perform the Services. Unless otherwise provided in this Proposal, the price of this Proposal does not include the cost to lease additional real property so that Utility Service Co., Inc. will have sufficient usable ground space to stage its equipment and materials needed to perform the Services. Any such cost would be in addition to the price of the Proposal, and if needed, the Customer agrees to negotiate an amendment to this Proposal to modify the pricing in good faith.

E. RISK OF LOSS

Risk of loss or damage to the Equipment, if applicable to this Proposal, shall pass to the Customer upon delivery of the Equipment to the named place of destination.

F. TITLE TO EQUIPMENT

If the sale of Equipment is included in this Proposal, the title in the Equipment shall remain with Utility Service Co., Inc. until the price of the Proposal is paid in full. The Customer assents that Utility Service Co., Inc. may enter upon the Customer's real property and/or facility to repossess the Equipment if payment(s) are not received in full by their due date(s).

G. SCOPE OF WARRANTY

Subject to the limitations contained herein, Utility Service Co., Inc. represents that for a period of one (1) year from the earlier of: (i) the completion of the Services (to include the installation of the Equipment, if applicable to this Proposal) or (ii) the Customer's return to use of the asset that is the subject matter of this Proposal ("Warranty Period"), the Services and Equipment, if applicable, will be free from defects in materials and workmanship and will substantially conform to the specifications set forth in Exhibit A ("Warranty"). WITH THE EXCEPTION OF THE REPRESENTATION IN THE FOREGOING SENTENCE, UTILITY SERVICE CO., INC. MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WITH RESPECT TO THE SUBJECT MATTER HEREOF AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

H. NOTIFICATION OF WARRANTY CLAIM

All claims filed under the Warranty provided in Section G shall be made in writing by the Customer within thirty (30) calendar days of identifying a defect. Customer shall provide the written notice of the claim to Utility Service Co., Inc. pursuant to Section A above, and the Customer shall provide the following information in the written notice: (i) a description of the defect giving rise to the claim; (ii) photographs showing the defect; and (iii) if the claim is related to Equipment, the serial number(s) of the Equipment which is (are) the subject of the claim.

I. EXCLUSIONS FROM WARRANTY

Occurrence of any of the following, as reasonably determined by Utility Service Co., Inc., will void the Warranty: (i) unauthorized alteration of any component(s) of the Services or the Equipment, if applicable, originally supplied by Utility Service Co., Inc., or (ii) intentional or negligent damage to Utility Service Co., Inc.'s work product or the Equipment, if applicable to this Proposal, caused by any other person or entity, including but not limited to, the Customer and its officers, employees, agents, contractors, and assigns.

J. VERIFICATION OF WARRANTY CLAIM

Utility Service Co., Inc. shall contact Customer following its receipt of notice of a claim under the Warranty. Utility Service Co., Inc. reserves the right to request additional information from the Customer or to conduct an on-site inspection of its work or the Equipment, if applicable to this Proposal, before accepting a claim. The Parties agree to cooperate and work in good faith to provide any additional information needed or to schedule an on-site visit by Utility Service Co., Inc.'s personnel to visibly inspect the work and the Equipment, if applicable. Furthermore, Utility Service Co., Inc. reserves the right to have a third party participate in the inspection of the work to verify whether the work or Equipment, if applicable, is defective under the terms of the Warranty.



Proposal from
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usgwater.com

Exhibit B – Terms and Conditions (Continued)

K. SATISFACTION OF WARRANTY CLAIM

If Utility Service Co., Inc. verifies, in good faith, that a claim under the Warranty is valid and not subject to an exclusion pursuant to Section I above, Utility Service Co., Inc. agrees to repair or replace, without expense to the Customer, any workmanship, materials, and/or Equipment, if applicable, furnished hereunder that may prove defective within the Warranty Period. The Warranty provided in this Proposal shall be the sole and exclusive remedy of the Customer.

L. INDEMNIFICATION

Utility Service Co., Inc. shall indemnify and hold harmless Customer from all claims for physical damage to third party property or injury to persons, including death, to the extent caused by the negligence of Utility Service Co., Inc. or its officers, agents, employees, and/or assigns while engaged in activities under this Proposal. Customer shall likewise indemnify and hold harmless Utility Service Co., Inc. from all claims for physical damage to third party property or injury to persons, including death, to the extent caused by negligence of the Customer or its officers, agents, employees, and/or assigns. In the event such damage or injury is caused by joint or concurrent negligence of Utility Service Co., Inc. and Customer, the loss shall be borne by each Party in proportion to its negligence. For the purpose of this Section L, (i) "Third party" shall not include Customer or any subsequent owner of the property where the Services were performed or Equipment, if applicable, their subsidiaries, parents, affiliates, agents, successors or assigns including any operation or maintenance contractor, or their insurer; and (ii) no portion of the Equipment is "third party property".

M. FORCE MAJEURE

Utility Service Co., Inc. shall not be liable to the Customer for non-performance or delay in performance of any of its obligations under this Proposal due to: (i) acts of God (which include, but are not limited to, tropical storms, hurricanes, tornadoes, and earthquakes), (ii) failure of the Internet or another network, (iii) war, (iv) riot, (v) civil commotion, (vi) embargo, (vii) labor disputes, (viii) labor strikes, (ix) fire, (x) flood, (xi) theft, (xii) epidemic, (xiii) pandemic (including COVID-19), (xiv) delay in delivery of services, materials, or equipment by subcontractors, suppliers, or manufacturers, (xv) shortage of labor or materials, or (xvi) any other unforeseen event (whether or not similar in nature to those specified) outside the reasonable control of Utility Service Co., Inc.

N. LIMITATION OF LIABILITY

Neither the Customer nor Utility Service Co., Inc. shall be liable to the other for any economic (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings), special, indirect, incidental, exemplary, punitive or consequential losses or damages or loss of goodwill in any way whether such liability is based on tort, contract, negligence, strict liability, product liability or otherwise arising from or relating to this Proposal or resulting from the use or the inability to use the Services or Equipment, if applicable to this Proposal, or the performance or non-performance of the Services or Equipment, if applicable. It is the responsibility of the Customer to insure itself in this regard if it so desires. The liability limit of Utility Service Co., Inc. and its affiliate companies under this Proposal, whether based in contract, warranty, tort (including negligence), strict liability, product liability or otherwise shall not exceed the price that the Customer agrees to pay Utility Service Co., Inc. in this Proposal.

O. GOVERNING LAW AND DISPUTE RESOLUTION

This Proposal and these Terms shall be construed in accordance with the laws of the state of Georgia without regard to the conflict of law principle. In the event of a dispute concerning this Proposal, the complaining Party shall notify the other Party in writing thereof. Management level representatives of both Parties shall meet at an agreed location and attempt to resolve the dispute in good faith. Should the dispute not be resolved within sixty (60) days after such notice, the complaining Party shall seek remedies exclusively through arbitration. The seat of arbitration shall be the federal district court closest to the location where the Services were performed or are scheduled to be performed, and the rules of arbitration will be the Commercial Arbitration Rules of American Arbitration Association, which are incorporated herein by reference into this Section O.

CONTRACT

PROFESSIONAL SERVICES AGREEMENT Professional Water Tank Maintenance Services

THIS AGREEMENT is made this 31st day of January, 2024, by and between City of Wildwood (hereafter referred to as "City"), whose address is 100 N Main Street, Wildwood, Florida 34785, and Utility Service Co., Inc. (hereafter referred to as "Contractor"), whose address is 535 Courtney Hodges Boulevard, Perry, Georgia 31069.

WHEREAS, the City has need of professional services for Professional Water Tank Maintenance Services; and,

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 # 2024-11 – Request for Proposals for Professional Water Tank Maintenance 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 Professional Water Tank Maintenance Services Contractor and will work with the City to provide said services in accordance with the scope of services outlined in RFP # 2024-11. The parties agree that the scope of work and fee for each year is defined in the attached Exhibit A.
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. Contractors 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 1/31/2024 and continue in full force through 01/31/2029, 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 on an annual basis, upon completion of the service in each year. Contractor shall be paid on an annual basis pursuant to the provisions of the Local Government Prompt Payment Act, F.S. 218. The 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 the 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 # 2019-02, 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 it's 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

Name: Jason McHugh

Address: 100 N Main Street, Wildwood, FL 34785

Title: City Manager

Date: 3/25/24

FOR THE CONTRACTOR

Name: Utility Service Co., Inc. / Att: Customer Service
535 Gen Courtney Hodges Blvd

Address: P O Box 1350, Perry, GA 31069

Title: Customer Service

Date: March 21, 2024

IN WITNESS WHEREOF, the parties have signed this agreement the day and year first above written.

ATTEST:

By: Jessica Barnes

CITY OF WILDWOOD

[Signature]

By: Jason McHugh, City Manager

Date Signed: 3/25/24

ATTEST:

By: J. Shane Albritton
J. Shane Albritton

Contractor - Utility Service Co., Inc.

[Signature]

By: Jonathan Cato, Chief Operating Officer

Date Signed: March 21, 2024

Exhibit A

CITY OF WILDWOOD, FLORIDA								
PROFESSIONAL WATER TANK MAINTENANCE SERVICES								
RFP# 2024- 11								
Tank Name	Capacity	Design	Location	Cost				
				Year 1	Year 2	Year 3	Year 4	Year 5
Continental # 1	.250 MG	Elevated	Wildwood FL	\$7,588	\$7,588	\$7,588	\$7,588	\$7,588
Huey Street Tower	.500 MG	Elevated	Wildwood FL	\$9,705	\$9,705	\$9,705	\$9,705	\$9,705
Oxford WTP GST	1.0 MG	GST	Oxford FL	\$13,472	\$13,472	\$13,472	\$13,472	\$13,472
CR 501 WTP GST 500KG	.500 MG	GST	Wildwood FL	\$14,945	\$14,945	\$14,945	\$14,945	\$14,945
CR 501 WTP GST 1MG	1.0 MG	GST	Wildwood FL	\$16,812	\$16,812	\$16,812	\$16,812	\$16,812
Ashley WTP 1	.010 MG	Hydro	Wildwood FL	\$3,373	\$3,373	\$3,373	\$3,373	\$3,373
Ashley WTP 2	.010 MG	Hydro	Wildwood FL	\$3,109	\$3,109	\$3,109	\$3,109	\$3,109
Fairway's WTP	.008 MG	Hydro	Wildwood FL	\$3,094	\$3,094	\$3,094	\$3,094	\$3,094
Continental # 2	.010 MG	Hydro	Wildwood FL	\$3,779	\$3,779	\$3,779	\$3,779	\$3,779
TOTAL				\$75,877	\$75,877	\$75,877	\$75,877	\$75,877

TANK NAME	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
CONTINENTAL # 1	Washout with Chemical Clean, Comprehensive Written Report with Engineered Stamp will be provided./Ext. Spot Prime/Exterior Overcoat	Exterior Sanitary Visual with Comprehensive Written Report Inspection and Mixer Evaluation	Exterior Sanitary Visual with Comprehensive Written Report Inspection and Mixer Evaluation	Exterior Sanitary Visual with Comprehensive Written Report Inspection and Mixer Evaluation	Exterior Sanitary Visual with Comprehensive Written Report Inspection and Mixer Evaluation
HUEY STREET TOWER	Exterior Sanitary Visual with Comprehensive Written Report Inspection and Mixer Evaluation	Exterior Sanitary Visual with Comprehensive Written Report Inspection and Mixer Evaluation	Exterior Sanitary Visual with Comprehensive Written Report Inspection and Mixer Evaluation	Washout with Chemical Clean, Comprehensive Written Report with Engineered Stamp will be provided./Ext. Spot Prime/Exterior Overcoat	Exterior Sanitary Visual Inspection and Mixer Evaluation
OXFORD WTP GST	Exterior Sanitary Visual with Comprehensive Written Report Inspection and Mixer Evaluation	Exterior Sanitary Visual with Comprehensive Written Report Inspection and Mixer Evaluation	Exterior Sanitary Visual with Comprehensive Written Report Inspection and Mixer Evaluation	Exterior Sanitary Visual with Comprehensive Written Report Inspection and Mixer Evaluation	Washout with Chemical Clean, Comprehensive Written Report with Engineered Stamp will be provided./Ext. Spot Prime/Exterior Overcoat
CR 501 WTP GST	Washout with Chemical Clean, Comprehensive Written Report with Engineered Stamp will be provided. Exterior Pressure Wash	Exterior Sanitary Visual with Comprehensive Written Report Inspection and Mixer Evaluation	Exterior Sanitary Visual with Comprehensive Written Report Inspection and Mixer Evaluation	Exterior Sanitary Visual with Comprehensive Written Report Inspection and Mixer Evaluation	Exterior Pressure Wash/Exterior Spot Prime/Exterior Overcoat
CR 501 WTP GST	Exterior Sanitary Visual with Comprehensive Written Report Inspection and Mixer Evaluation	Washout with Chemical Clean, Comprehensive Written Report with Engineered Stamp will be provided. Exterior Pressure Wash	Exterior Sanitary Visual with Comprehensive Written Report Inspection and Mixer Evaluation	Exterior Sanitary Visual with Comprehensive Written Report Inspection and Mixer Evaluation	Exterior Pressure Wash/Exterior Spot Prime/Exterior Overcoat
ASHLEY WTP	Exterior Sanitary Visual with Comprehensive Written Report Inspection	Exterior Sanitary Visual with Comprehensive Written Report Inspection	Exterior Sanitary Visual with Comprehensive Written Report Inspection	Exterior Sanitary Visual with Comprehensive Written Report Inspection	Washout with Chemical Clean, Comprehensive Written Report with Engineered Stamp will be provided./Ext. Spot Prime/Overcoat
ASHLEY WTP	Exterior Sanitary Visual with Comprehensive Written Report Inspection	Exterior Sanitary Visual with Comprehensive Written Report Inspection	Exterior Sanitary Visual with Comprehensive Written Report Inspection	Washout with Chemical Clean, Comprehensive Written Report with Engineered Stamp will be provided./Ext. Spot Prime/Exterior Overcoat	Exterior Sanitary Visual with Comprehensive Written Report Inspection
FAIRWAY'S WTP	Exterior Sanitary Visual with Comprehensive Written Report Inspection	Exterior Sanitary Visual with Comprehensive Written Report Inspection	Exterior Sanitary Visual with Comprehensive Written Report Inspection	Exterior Sanitary Visual with Comprehensive Written Report Inspection	Washout with Chemical Clean, Comprehensive Written Report with Engineered Stamp will be provided./Ext. Spot Prime/Exterior Overcoat
CONTINENTAL # 2	Exterior Sanitary Visual with Comprehensive Written Report Inspection	Exterior Sanitary Visual with Comprehensive Written Report Inspection	Exterior Sanitary Visual with Comprehensive Written Report Inspection	Washout with Chemical Clean, Comprehensive Written Report with Engineered Stamp will be provided./Ext. Spot Prime/Exterior Overcoat	Exterior Sanitary Visual with Comprehensive Written Report Inspection

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: Proclaim May 11, 2024, as Catherine Steele Latimer Day

REQUESTED ACTION: Staff recommends approval.

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

Please see the attached proclamation declaring May 11, 2024, as Catherine Steele Latimer Day. Ryan Harrison will be in attendance to accept the proclamation.



Proclamation

WHEREAS, Catherine Steele Latimer has been an integral part of the fabric of our community for many years, contributing her wisdom, talent, and dedication to the betterment of Wildwood and Royal, FL; and,

WHEREAS, Catherine Steele Latimer has not only achieved the distinction of being one of the oldest living residents in our community but has also served as a pioneer, renowned author, community volunteer, mother, grandmother, and sister, enriching the lives of countless individuals throughout her lifetime; and,

WHEREAS, Catherine Steele Latimer's contributions to the literary world have left an indelible mark, inspiring readers both locally and globally with her insightful writings; and,

WHEREAS, Catherine Steele Latimer's selflessness and commitment to community service have set an exemplary standard for all residents to follow, embodying the true spirit of citizenship and compassion; and,

WHEREAS, Catherine Steele Latimer's familial bonds have strengthened the fabric of our community, fostering connections and nurturing relationships that have endured through the years.

NOW, THEREFORE, BE IT RESOLVED, by the City Commission of the City of Wildwood, Florida, that the 11th day of May, 2024, be, and is hereby proclaimed as

CATHERINE STEELE LATIMER DAY

When, we honor and celebrate Catherine Steele Latimer for her remarkable contributions to our community, her unwavering dedication to the betterment of our community, and her enduring legacy of love, service, and inspiration.

IN WITNESS WHEREOF, we have PASSED and DULY ADOPTED this 22nd day of April 2024.

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

Ed Wolf, Mayor

ATTEST: _____
Jessica Barnes, City Clerk

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: Proclaim the Month of April 2024 as National Fair Housing Month

REQUESTED ACTION: Staff recommends approval.

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

In honor of the 56th anniversary of the signing of the Fair Housing Act of 1968, April is designated as Fair Housing Month to recognize legislation established to eliminate discrimination in the sale, rental, and financing of housing based on race, color, religion, sex disability, familial status, and national origin.

The City of Wildwood is committed to providing fair housing opportunities in an effort to create an inclusive environment, recognizes actions to enforce local, state and federal laws (including the Live Local Act), and acknowledges that housing plays a critical role in communities, and fair housing is integral to the ethical commitment of all citizens.

Dated: 04/17/2024



Wendy Then, AICP, CFM
Assistant Director Development Services



Proclamation

WHEREAS, in honor of the 56th anniversary of the signing of the Fair Housing Act of 1968, April is designated as Fair Housing Month to recognize legislation established to eliminate discrimination in the sale, rental, and financing of housing based on race, color, religion, sex disability, familial status, and national origin; and,

WHEREAS, housing plays a critical role in communities and impacts educational achievement, community health, career opportunities, and the creation of generational wealth; and,

WHEREAS, the City of Wildwood is committed to providing fair housing opportunities in an effort to eliminate barriers and create an inclusive environment in the housing market; and,

WHEREAS, the City of Wildwood recognizes actions to enforce local, state, and federal laws consistently and enhance commitments to fair housing can be accomplished through ongoing partnerships with other government agencies, for-profit and non-profit organizations, realtors, lenders, landlords, and others in the housing industry; and,

WHEREAS, the City of Wildwood acknowledges that fair housing is integral to the ethical commitment of all citizens and in the provision of services to the community; and,

WHEREAS, the City of Wildwood encourages activities provided by private and public entities to educate and advocate for fair housing opportunities for all citizens and prospective residents.

NOW, THEREFORE, BE IT RESOLVED, by the City Commission of the City of Wildwood, Florida, that the month of April 2024, be, and is hereby proclaimed as

NATIONAL FAIR HOUSING MONTH

IN WITNESS WHEREOF, we have PASSED and DULY ADOPTED this 22nd day of April 2024.

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

Ed Wolf, Mayor

ATTEST: _____
Jessica Barnes, City Clerk

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: Proclaim April 22, 2024, as Earth Day

REQUESTED ACTION: Staff recommends approval.

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

As requested by Commissioner Elliot, please see the attached Earth Day proclamation.



Proclamation

WHEREAS, Floridians are blessed to steward incredible natural resources like beaches, lakes, inland waterways, expansive forests, wetlands, and preserves; and,

WHEREAS, since April 22, 1970, Earth Day has been celebrated annually across the globe to confront our most pressing environmental issues, unite around a shared mission of protecting the environment we live in, and provide future generations with cleaner air and water, a healthier environment, and a safe and sustainable future; and,

WHEREAS, Earth Day is a valuable opportunity to renew our commitment to preserving and protecting our Earth through community service, responsible stewardship, and daily practices; and,

WHEREAS, the global community still faces challenges including climate change, environmental destruction, deforestation, and air and water pollution; and,

WHEREAS, each and every one of us can contribute to protecting and preserving the planet we share through individual acts such as making our next meal plant-based, using reusable bags, and reducing plastic waste; and,

WHEREAS, at a community level, we can adapt education systems to enhance climate and environmental literacy, advocate for climate action at our schools and workplaces, and volunteer at local environmental organizations; and,

WHEREAS, on Earth Day, we should take time to appreciate the planet we live on, recognize the many environmental issues we are facing, and recommit ourselves to doing our part to “Invest in Our Planet.”

NOW, THEREFORE, BE IT RESOLVED, by the City Commission of the City of Wildwood, Florida, that the 22nd day of April, 2024, be, and is hereby proclaimed as

EARTH DAY

IN WITNESS WHEREOF, we have PASSED and DULY ADOPTED this 22nd day of April 2024.

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

Ed Wolf, Mayor

ATTEST: _____
Jessica Barnes, City Clerk

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: Swear in City Staff and Public Speakers

REQUESTED ACTION:

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: CP 2402-001 Evolve at Wildwood

REQUESTED ACTION: The Planning and Zoning Board/Special Magistrate recommends approval of Ordinance Number O2024-7.

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

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

Case #	CP 2402-001 Evolve at Wildwood
Ordinance #	O2024-7
Applicant	Evolve Companies, LLC
Owner	Evolve Wildwood Amenity, LLC
Property Location	Located at 4117 CR 108, Wildwood, FL 34785, approximately 0.11 miles east of the intersection of N US Hwy 301 and CR 108.
Parcel Number	D17-065
Date	04/17/2024

The applicant seeks approval from the City of Wildwood City Commission for a Small Scale Comprehensive Plan Amendment to change the Future Land Use Map designation from Commercial (Sumter County) to High Density Residential (City) for the parcel listed above on 0.553 acres MOL. This request is accompanied by rezoning request RZ 2402-001(O2024-8).

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 multi-family residential development on the subject property consisting of 248 dwelling unit which was approved under the project name of SP 2303-005 Evolve at Wildwood on October 9, 2023, by the City Commission. Justification has been presented to the city to support the proposed development, highlighting the demand for higher density residential development as a transition between commercial and low-density residential uses. This additional parcel was originally intended to be part of the multi-family

development; however, it wasn't until recently that the new owner was able to secure the property to enhance parking and amenities. There is no increase in the number of proposed dwelling units with this application at this time.

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

The proposed amendment is not inconsistent with the policies of the Comprehensive Plan. High Density Residential (MDR) Future Land Use designation allows for a maximum of 250 dwelling units on the subject property and the applicant is only proposing 248 units. The 2050 Comprehensive Plan FLU Policy 1.1.1 designates a maximum density allowance of 15 units per acre for the proposed FLU designation, placing the project within acceptable development standards. As such the proposed amendment is not inconsistent with the FLUM and conforms with the Comprehensive Plan.

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

The amendment is not considered urban sprawl, and it does not exemplify an energy inefficient land use pattern. The subject property is located along N US 301 and CR 108, with an additional access point from NE 42nd Blvd. which has an existing mix of High Density Residential (HDR), Low Density residential (LDR) Commercial (COM) designations. The proposed development directly combats urban sprawl by focusing on maximizing existing space for compact development and maximizing use of existing and future public facilities and services.

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

Under the original CP 2206-005 application, it was stated that the proposed amendment will not have an adverse effect on environmentally sensitive systems. Environmental and ecological assessments were conducted by Ecological Consulting Solutions, Inc in March of 2022. No wetlands and/or surface waters were present within the project boundary. In addition, no listed species were found on the subject property, nor did a USFWS database search revealed no documented evidence of such species within the vicinity. No gopher tortoise burrows were observed according to the inspecting team. However, it was stated that thirty (30) days prior to construction and clearing, the USFWS must be notified regarding a protection/education plan concerning eastern indigo snakes.

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

Transportation: Access to the property is proposed from US 301, which is maintained by the State of Florida, and CR 108 (Perry Street), which is a minor local road maintained by the county. US 301 is currently a four-lane divided principle arterial roadway that operates at a LOS C. The proposed Future Land Use change to HDR and proposed development is estimated to add 1,768 daily trips, 105 A.M. & 134 P.M. peak hour trips to the intersection of US 301 and CR 108. A full traffic impact analysis has been conducted for maximum density and was approved by Sumter County. The intersection of US 301/CR 472 is projected to operate at LOS F, however Sumter County plans to improve the existing intersection within two years which is expected to alleviate these concerns. The increase in acreage proposes

zero net dwelling units.

Potable Water & Sewer: The subject properties are in an existing demand service area according to the 2019 Utility Master Plan. City water and sewer are available to the subject property. The applicant/owner has worked with City utilities at the site plan stage and has provided utility easements.

Schools: Under the original CP 2206-005 application, the residential development is proposed to add 74 students to Wildwood Schools. The school district advises that capacity is available. There is no increase in the number of proposed dwelling units with this application at this time.

The Planning and Zoning Board/Special Magistrate recommends approval of Ordinance Number O2024-7. This is the second and final reading for Ordinance O2024-7.

DATED: 4/17/2024

A handwritten signature in black ink, appearing to read 'Wendy Then', is written over a faint, larger signature that appears to read 'Wendy Then'.

Wendy Then, AICP, CFM
Assistant Director Development Services

ORDINANCE NO. O2024-7

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 D17-065
Evolve Wildwood Amenity, LLC
0.553 +/-

LEGAL DESCRIPTION:

THAT PORTION OF LANDS FROM OFFICIAL RECORDS BOOK 80, PAGE 639, BEING A PART OF LOTS 3 AND 4, PERRY PLAT, OXFORD, AS RECORDED IN PLAT BOOK 1, PAGE 32, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, IN THE SOUTH 1/2 OF THE NORTHWEST 1/4, OF SECTION 17, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCE 415 FEET EAST AND 50 FEET NORTH OF THE QUARTER CORNER ON THE WEST LINE OF SECTION 17, THENCE RUN NORTH 261 FEET, THENCE RUN EAST 165 FEET TO THE POINT OF BEGINNING, THENCE RUN NORTH 185.2 FEET, THENCE RUN SOUTH 89 DEGREES 23'51" EAST 135 FEET, THENCE RUN SOUTH 185.2 FEET, THENCE RUN NORTH 89 DEGREES 23'51" WEST 135 FEET TO THE POINT OF BEGINNING.

SUBJECT TO THE RIGHT-OF-WAY FOR PERRY STREET AS SHOWN ON PERRY PLAT OF OXFORD.

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

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

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

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

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

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

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

DONE AND ORDAINED this _____ day of _____, 2024, by the City Commission of the City of Wildwood, Florida.

CITY COMMISSION

CITY OF WILDWOOD, FLORIDA

Ed Wolf, Mayor

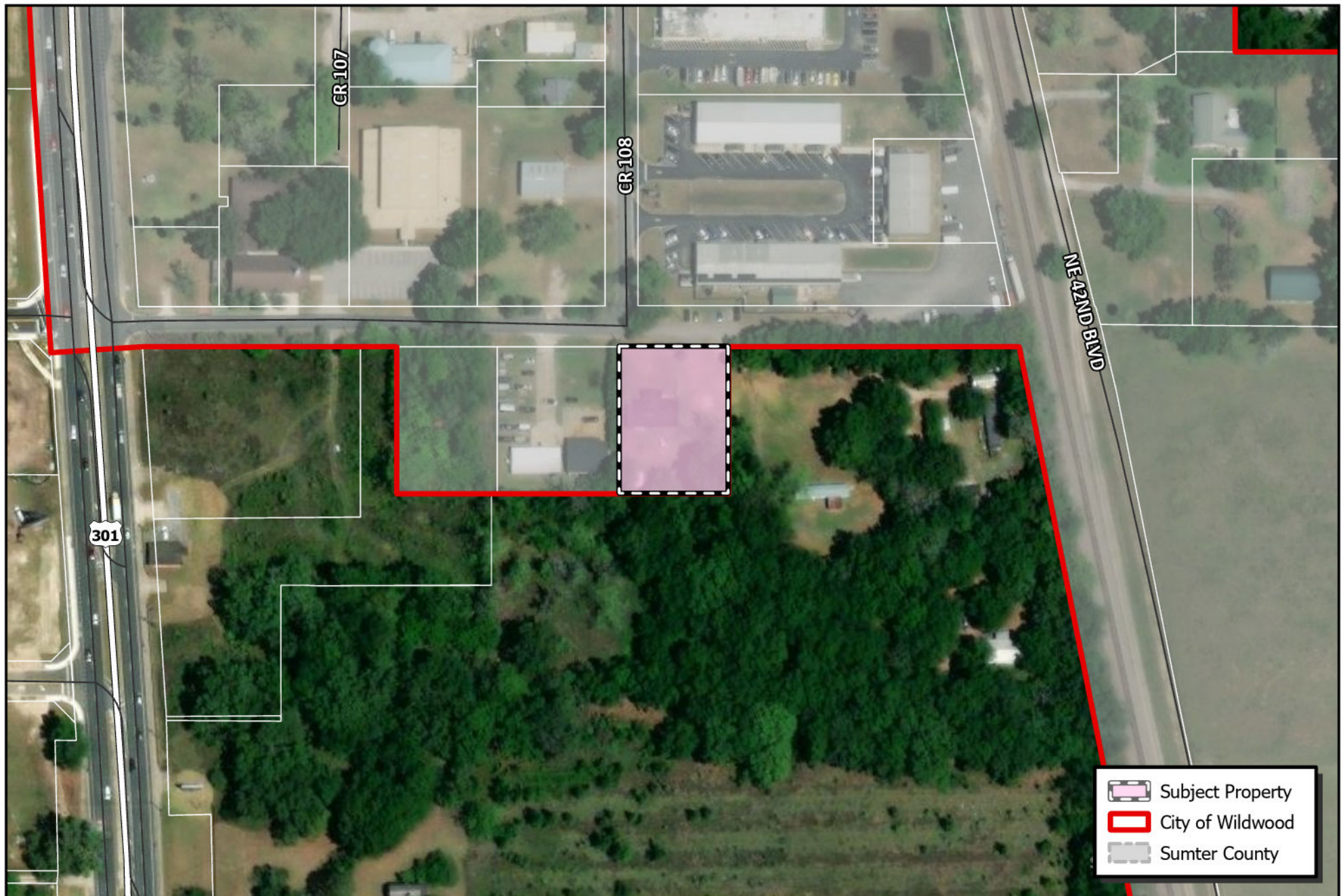
ATTEST: _____
Jessica Barnes, City Clerk

First Reading: _____

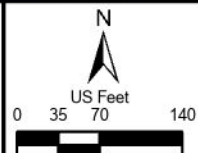
Second Reading: _____

Approved as to form:

City Attorney

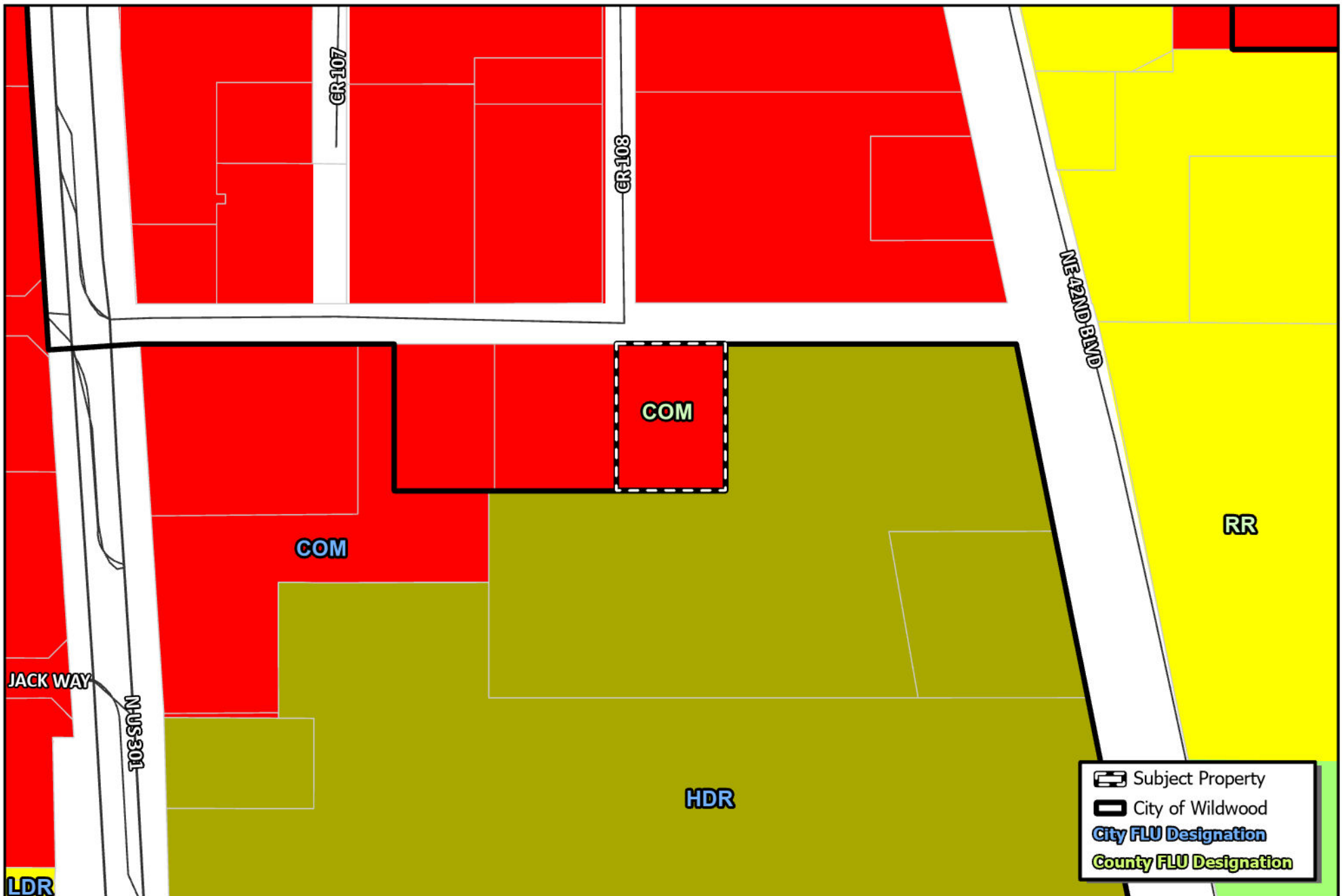


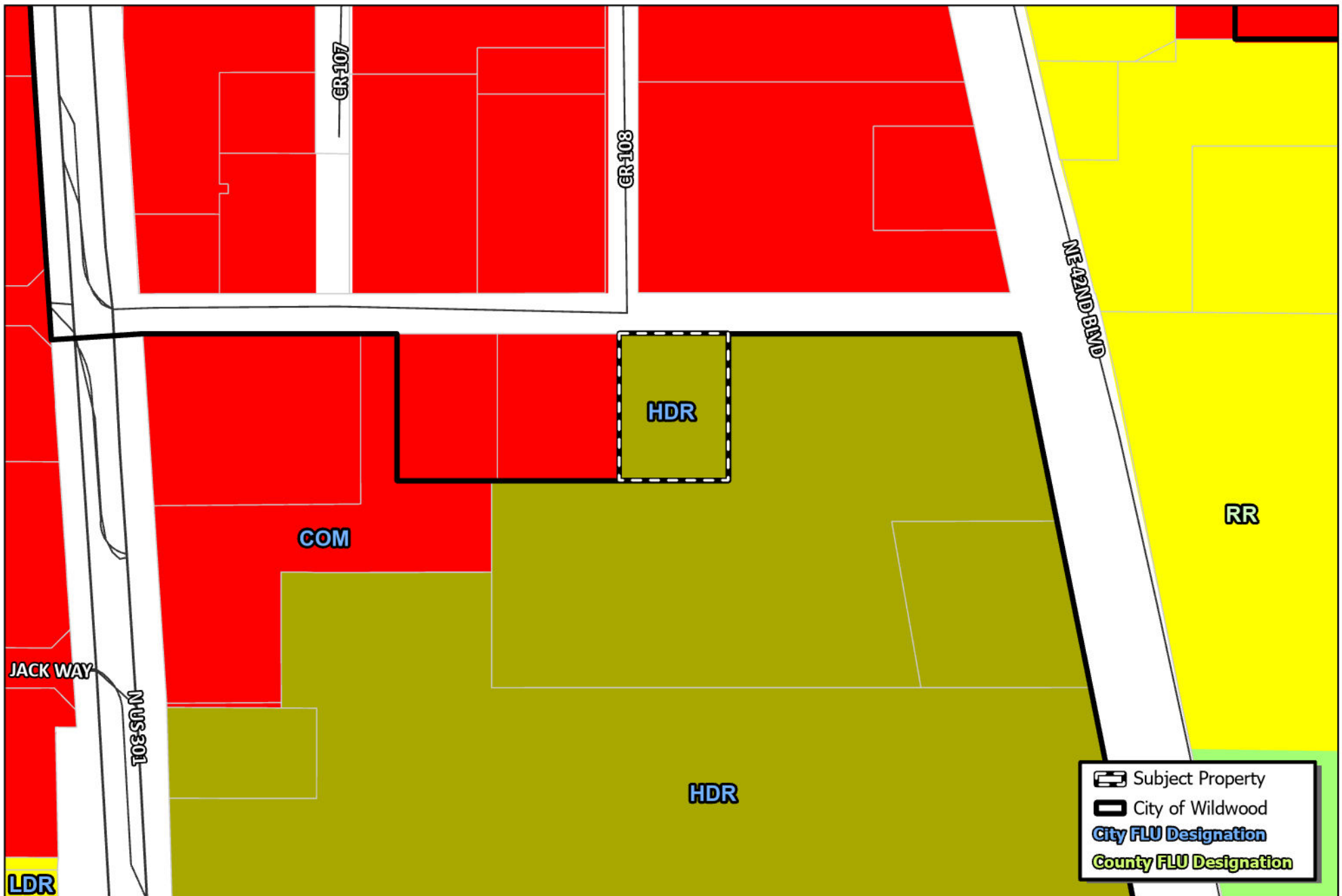
CITY OF WILDWOOD
100 North Main Street
Wildwood, FL 34785
Phone: (352) 330-1330
www.wildwood-fl.gov

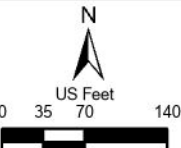


CP 2402-001
EVOLVE AT WILDWOOD
PARCEL D17-065

MAP 1B
LOCATION
MAP
FEB 2024





 WILDWOOD FLORIDA	CITY OF WILDWOOD 100 North Main Street Wildwood, FL 34785 Phone: (352) 330-1330 www.wildwood-fl.gov	 N US Feet 0 35 70 140	CP 2402-001 EVOLVE AT WILDWOOD PARCEL D17-065	MAP 2B PROPOSED LAND USE FEB 2024
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Statement of Exemption from Business Impact Estimate

Proposed ordinance's title/reference: O2024-7

A Business Impact Estimate will not be provided in accordance with section 166.041(4), Florida Statutes. Based upon the box(es) that are checked below, the City of Wildwood is of the view that a business impact estimate is not required by Section 166.041(4)(c) of the Florida Statutes for the proposed ordinance. This Statement of Exemption from Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

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

The case below was heard on Tuesday, March 5, 2024, 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 Small-Scale Comprehensive Plan Amendment to change the Future Land Use Map designation from Commercial (Sumter County) to High Density Residential (City) for a parcel listed being 0.553 acres MOL. The subject property is generally located at 4117 CR 108, Wildwood, FL 34785, approximately 0.11 miles east of the intersection of N US Hwy 301 and CR 108.

Case Number: CP 2402-001 Evolve at Wildwood

Applicant(s): Evolve Companies, LLC

Owner(s): Evolve Wildwood Amenity, LLC

Parcel(s): D17-065

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 O2024-7 to the City Commission for final determination.

Dated: March 5, 2024



Lindsay C.T. Holt
Special Magistrate City of Wildwood

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: CP 2402-004 Perez Home Site

REQUESTED ACTION: The Planning and Zoning Board/Special Magistrate recommends approval of Ordinance O2024-14.

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

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

Case #	CP 2402-004 Perez Home Site
Ordinance #	O2024-14
Applicant	Richard Ortengren
Owner	Tomas Perez
Property Location	Located at the northeast intersection of CR 209 and CR 222
Parcel Number	D19-047
Date	04/17/2024

The applicant seeks approval from the City of Wildwood City Commission for a Small Scale Comprehensive Plan Amendment to change the Future Land Use Map designation from Agriculture (Sumter County) to Rural Residential (City) for the parcel listed above on 4.57 acres MOL. This request is accompanied by rezoning request RZ 2402-004 (O2024-15).

ANALYSIS: The applicant seeks to develop the property by building up to two homes on the site. The applicant has expressed their intention to do a lot split and potentially build at home on each lot.

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:

At this time, the applicant intends to construct a single family home on the parcel. Down the line, the applicant would likely be submitting a Lot Split application to create two lots and be able to build another home on the additional lot. Justification has been presented to the city to

support the proposed development, highlighting that the subject parcel is located within the City's Joint Planning Area with Sumter County.

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

The proposed amendment is not inconsistent with the policies of the Comprehensive Plan. The Rural Residential (RR) Future Land Use designation accommodates single-family residential at very low densities. The 2050 Comprehensive Plan FLU Policy 1.1.1 designates a maximum density allowance of one (1) unit per acre for the proposed FLU designation, placing the project within acceptable development standards. As such, the proposed amendment is not inconsistent with the FLUM and conforms with the Comprehensive Plan.

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

The amendment is not considered urban sprawl, and it does not exemplify an energy-inefficient land use pattern.

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

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

The subject property is located along the CR 209 Corridor which has an existing mix of High Density Residential (HDR), Medium Density Residential (MDR), and Low Density residential (LDR).

(II) Promotes, allows, or designates significant amounts of urban development to occur in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development. The proposed future land use map amendment will aid in the transitioning of multiple housing products in the area. As per Housing Policy 3.1.5, "the City shall allow a wide range of housing types to accommodate a diversity of housing needs and preferences. These may include attached and detached single family homes, cluster development, multifamily homes, and innovative housing types."

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

The proposed plan amendment is not an isolated or strip development. There are significant master plan projects approved and under construction in the vicinity of CR 209 as the city builds out.

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

The subject property contains wetland/flood zone areas classified as Flood Zone A on the FEMA maps.

The subject property does contain Wetland/Special Flood Hazard Areas.

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

The subject property does not have adjacent parcels that are actively utilized for agricultural/silviculture activities but rather as large tracts of residential dwelling units. Although some of the surrounding areas have a future land use of Agricultural (County), this parcel falls within the Joint Planning Area (JPA) where the proposed future land uses could be commercial or residential should they be annexed into the City of Wildwood.

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

City sewer lines are already located on the east side of CR 209. No additional requirements are needed based on the nature and scale of the proposal.

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

City sewer lines are already located on the east side of CR 209. Once water lines become available, the applicant will be required to connect to city's utilities based on the established connection matrix.

(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.

As per the JPA agreement between Sumter County and the City of Wildwood, this parcel must be annexed into the City to be developed.

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

Although some of the surrounding areas have a future land use of agricultural (County), these parcels fall within the Joint Planning Area (JPA) where the proposed future land uses could be commercial and residential should they be annexed into the City of Wildwood. Just to the east, the Future Land Use is MDR (Medium Density Residential)

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

Parcel D19-047 was annexed into the City of Wildwood on March 25, 2024, and is consistent with Policy 1.2.7., “upon annexation of properties within the JPA, the City shall amend the FLUM to include the annexed property.” Development is beginning to physically materialize in this area of the city. Other developments are expected as city utilities are available to the neighboring parcels.

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

The CR 209 Corridor offers multiple residential subdivisions. The proposal does not constitute a mix-used development; however, proximity to Hwy 301 just one mile east of the subject parcel indicates nearby businesses from the proposed single family residence.

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

Access to the site can be provided either via CR 209 or CR 222 since this is a corner lot.

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

The proposal will have to adhere to the impervious surface requirements of the Rural Residential Future Land Use Designation (up to 1 dwelling unit per acre and 0.2 Floor Area Ratio).

Should the applicant decide to proceed with the Lot Split application, the applicant can only develop up to one principal residence structure in each parcel. Although some of the surrounding areas have a future land use of Agricultural (County), this parcel falls within the Joint Planning Area (JPA) where the proposed future land uses could be commercial or residential should they be annexed into the City of Wildwood.

The subject property is located along the CR 209 Corridor which has an existing mix of Medium Density residential (MDR) designations along the east and north of the subject parcel.

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

No wetlands and/or surface waters are present within the project boundary. In addition, the property is completely cleared except for a few specimen trees bordering the CR 222 public right-of-way. About 65 percent of the subject parcel features Tavares fine sand (53); which has 0 to 5 percent sloping and is moderately well drained. The other 35 percent of the parcel exhibits Arredondo fine sand (66); which has 0 to 5 percent sloping and is well drained. Due to the scale and nature of the proposed development, an environmental assessment was not required.

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

Transportation: Access to the property would likely be accommodated along CR 209.

Potable Water & Sewer: There is a 12-inch sanitary sewer force main currently available on the east side of CR 209 along the subject property; however, the closest water line is a 16-inch water main located at the intersection of CR 209 and CR 462, which is 5,280 linear feet south of the subject parcel. For the construction of one or two single family residences, the City would allow the applicant a well for potable water and a septic tank for waste disposal since connection to water is not feasible at this time.

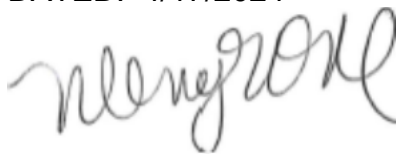
Schools: With the proposal of up to two dwelling units on this parcel, the expected number of Sumter County Generated Students is one (1) student. Breakdown is as follows:

School	Rate	Students Generated
High	0.102	0.204
Middle	0.074	0.148
Elementary	0.152	0.304
Total	0.328	0.656

CONCLUSION:

The proposed amendment to the Comprehensive Plan is compatible with the Goals, Policies and Objectives stated in the City of Wildwood's 2050 Comprehensive Plan. The proposed amendment has been evaluated for the 13 indicators of urban sprawl as listed in F.S. Chapter 163.3177(6)(a)9a. The Planning and Zoning Board/Special Magistrate **recommends approval of Ordinance Number O2024-14**. This is the second and final reading for Ordinance number O2024-14.

DATED: 4/17/2024



Wendy Then, AICP, CFM
Assistant Director Development Services

ORDINANCE NO. O2024-14

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 D19-047
Tomas Perez
4.57 +/-

LEGAL DESCRIPTION:

The West 1/2 of the Southwest 1/4 of the Southwest 1/4 AND the West 1/2 of the East 1/2 of the Southwest 1/4 of the Southwest 1/4 AND the West 1/2 of the East 1/2 of the East 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 19, Township 18 South, Range 23 East, Sumter County, Florida, LESS the North 1009 feet and LESS the East 460 feet.

This property is to be reclassified from Agriculture (Sumter County) to Rural Residential (City)

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

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

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

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

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

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

DONE AND ORDAINED this _____ day of _____, 2024, by the City Commission of the City of Wildwood, Florida.

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

Ed Wolf, Mayor

ATTEST: _____
Jessica Barnes, City Clerk

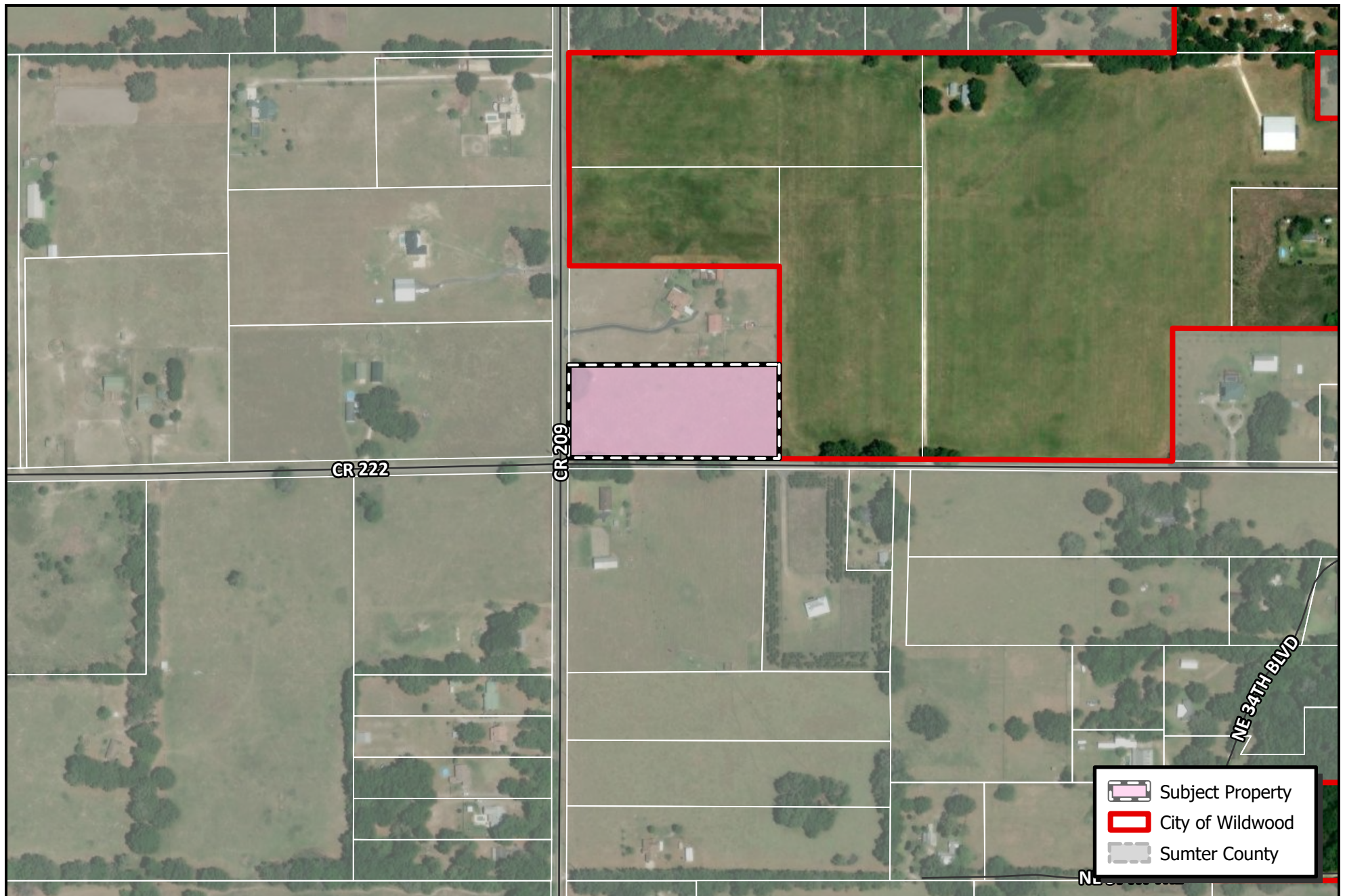
First Reading: _____

Second Reading: _____

Approved as to form:

City Attorney

EXHIBIT A

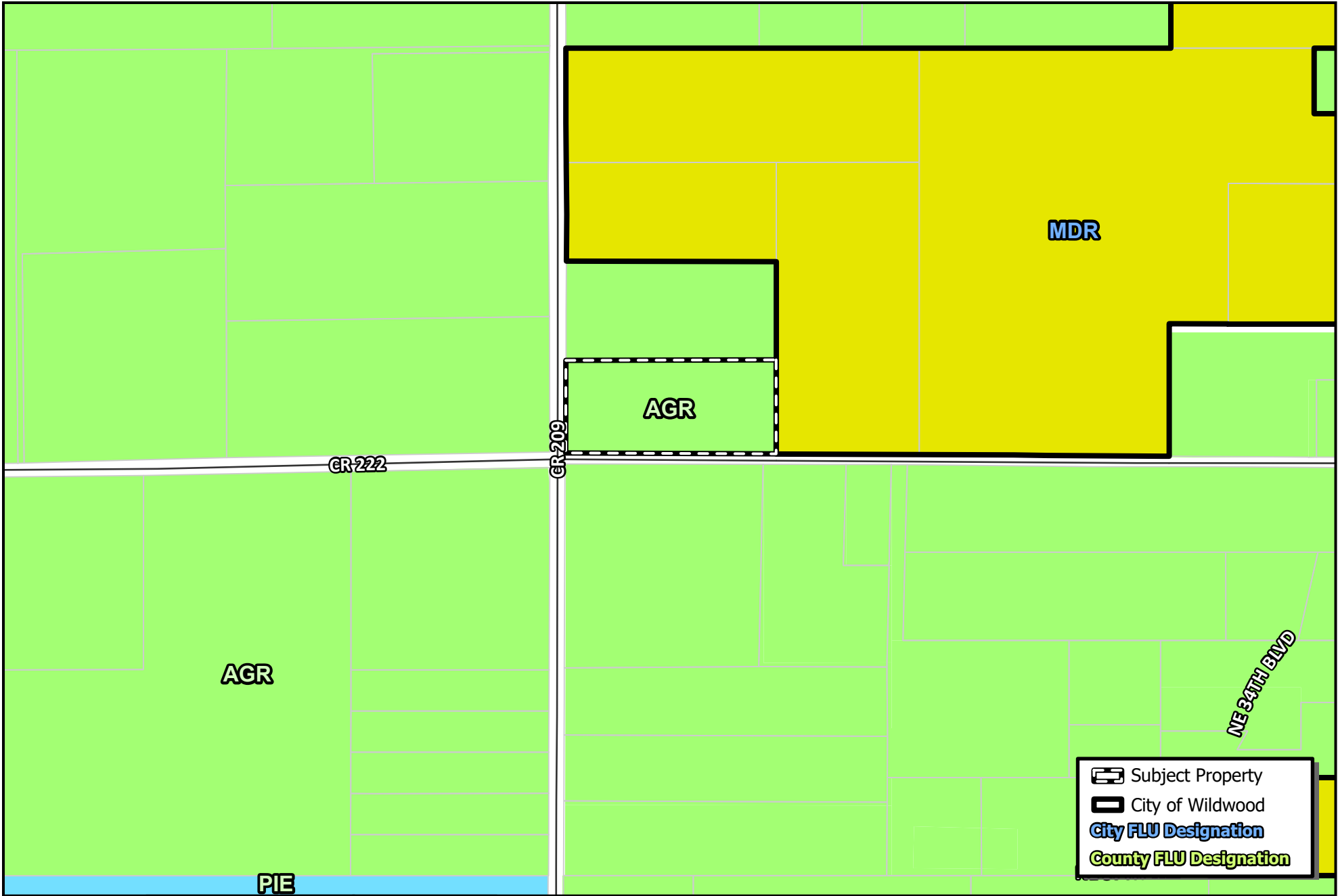


Subject Property

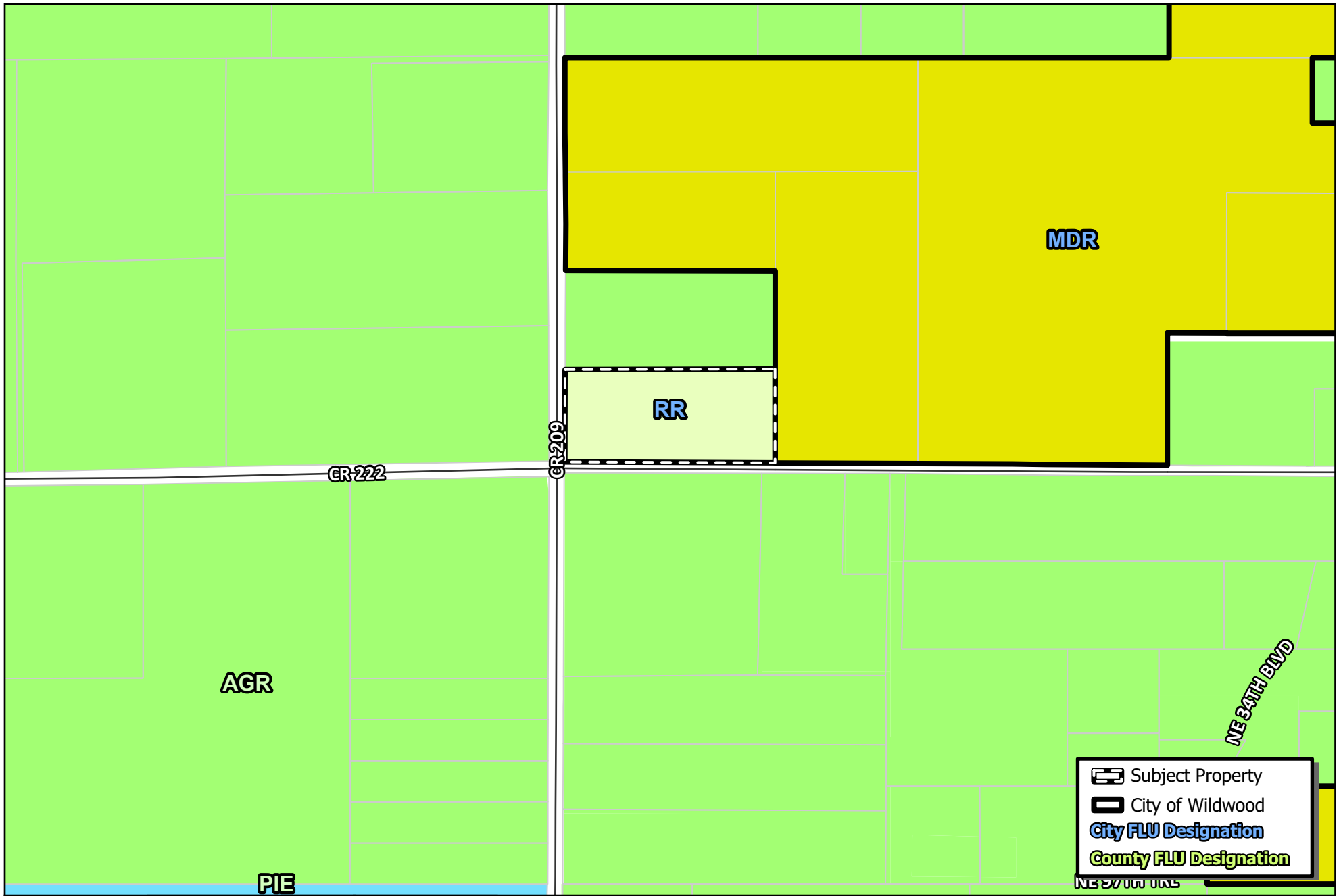
City of Wildwood

Sumter County

CITY OF WILDWOOD 100 North Main Street Wildwood, FL 34785 Phone: (352) 330-1330 www.wildwood-fl.gov	N US Feet 0 90 180 360	CP 2402-004	MAP 1B
		PEREZ HOME SITE	LOCATION MAP
		PARCEL D19-047	FEB 2024



	Subject Property
	City of Wildwood
	City FLU Designation
	County FLU Designation



 WILDWOOD FLORIDA	CITY OF WILDWOOD 100 North Main Street Wildwood, FL 34785 Phone: (352) 330-1330 www.wildwood-fl.gov	N US Feet 0 90 180 360	CP 2402-004 PEREZ HOME SITE PARCEL D19-047	MAP 2B PROPOSED LAND USE MAR 2024
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Statement of Exemption from Business Impact Estimate

Proposed ordinance's title/reference: O2024-14

A Business Impact Estimate will not be provided in accordance with section 166.041(4), Florida Statutes. Based upon the box(es) that are checked below, the City of Wildwood is of the view that a business impact estimate is not required by Section 166.041(4)(c) of the Florida Statutes for the proposed ordinance. This Statement of Exemption from Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

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

The case below was heard on Tuesday, April 2, 2024, 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 Small-Scale Comprehensive Plan Amendment to change the Future Land Use designation from Agriculture (Sumter County) to Rural Residential (City) for the parcel listed above on 4.57 MOL. The subject property is generally located at the northeast corner of the intersection of CR 209 and CR 222.

Case Number: CP 2402-004 Perez Home Site

Applicant(s): Richard Ortengren

Owner(s): Tomas Perez

Parcel(s): D19-047

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 O2024-14 to the City Commission for final determination.

Dated: April 2, 2024



Lindsay C.T. Holt
Special Magistrate City of Wildwood

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: CP 2402-002 Matteo Oaks

REQUESTED ACTION: The Planning and Zoning Board/Special Magistrate recommends approval for Ordinance Number O2024-16.

CONTRACT:

Effective Date:
Managing Division/Department:

Vendor/Entity:

Termination Date:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

Case #	CP 2402-002 Matteo Oaks
Ordinance #	O2024-16
Applicant	Woodrow L. Clymer with Clymer Farner Barley
Owner	Jeremy Wayne Bernal
Property Location	Located at 8600 CR 209, Wildwood, FL 34785, approximately 0.35 miles south of the intersection of CR 209 and E C 462 C36-102
Parcel Number	
Date	04/17/2024

The applicant seeks approval from the City of Wildwood City Commission for a Small Scale Comprehensive Plan Amendment to change the Future Land Use Map designation from Agriculture (Sumter County) to Low Density Residential (City) for the parcel listed above on 19.89 acres MOL. This request is accompanied by rezoning request RZ 2402-002 (O2024-15).

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

ANALYSIS: The applicant is proposing to construct a residential development and is requesting Low Density Residential (LDR) land use which allows a maximum of 4 dwelling units per acre. This density request would result in a maximum of 180 dwelling units on the proposed property. According to the proposal, the residential development shall not exceed a total of 164 dwelling units. This will allow for the creation of a “patio home” community that will provide for the demand for workforce housing in the area.

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

The applicant intends to develop a single-family residential subdivision on the subject parcel consisting of 164 detached dwelling units. Justification has been presented to the city to support the proposed development, highlighting the demand for residential housing in the area, particularly for the workforce. This parcel will be combined with the property abutting to the south (C36-003), which consists of 25 acres of land and has already established the City's Low Density Residential Future Land Use Designation. The adjacent properties along CR 209 are annexed into the City and have a future land use of MDR (Medium Density Residential) and LDR (Low Density Residential), making the requested land use a good fit with the current adjacent uses. In accordance with Future Land Use Policy 1.2.1, "the City shall encourage growth and development in areas where public infrastructure, services, and utilities are already present."

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

The proposed amendment is not inconsistent with the policies of the Comprehensive Plan. The Low Density Residential (LDR) Future Land Use designation allows for a maximum of 80 dwelling units on the subject property, plus 100 dwelling units on the southern parcel for a combined total of 180 dwelling units. The applicant is only proposing 164 dwelling units to properly accommodate open space and other amenity requirements. The 2050 Comprehensive Plan FLU Policy 1.1.1 designates a maximum density allowance of four (4) units per acre for the proposed FLU designation, placing the project within acceptable development standards. As such, the proposed amendment is not inconsistent with the FLUM and conforms with the Comprehensive Plan.

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

The amendment is not considered urban sprawl, and it does not exemplify an energy inefficient land use pattern.

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

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

The subject property is located along the CR 209 Corridor which has an existing mix of High Density Residential (HDR), Medium Density Residential (MDR), and Low Density residential (LDR). The proposed development directly combats urban sprawl by focusing on maximizing existing space for compact development and maximizing use of existing and future public facilities and services. The proposed development is seeking to include "patio homes" to maximize the use and density of the land.

(II) Promotes, allows, or designates significant amounts of urban development to

occur in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development. The proposed future land use map amendment will aid in the transitioning of multiple housing products in the area. As per Housing Policy 3.1.5, “the City shall allow a wide range of housing types to accommodate a diversity of housing needs and preferences. These may include attached and detached single family homes, cluster development, multifamily homes, and innovative housing types.”

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

The proposed plan amendment is not an isolated or strip development. There are significant master plan projects approved and under construction in the vicinity of E C 462 and CR 209 as the city builds out.

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

The subject property contains wetland/flood zone areas classified as Flood Zone A on the FEMA maps.

The subject property contains a portion of Special Flood Hazard Area classified as Flood Zone A on the FEMA map (12119C0068D effective 9/27/2013), part of which is intended to be used for a Retention Area on the proposed subdivision. Stormwater and drainage impacts will be monitored at the improvement plan stage where it will be accounted for under SWFWMD Permits.

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

The subject property does not have adjacent parcels that are actively utilized for agricultural/silviculture activities but rather as large tracts of residential dwelling units. Although some of the surrounding areas have a future land use of Agricultural (County), this parcel falls within the Joint Planning Area (JPA) where the proposed future land uses could be commercial or residential should they be annexed into the City of Wildwood.

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

City water and sewer lines are already located on the east side of CR 209. The project will have 1 ERU per dwelling unit, requiring a total of 164 ERUs for the subdivision project. ERUs/GPD will still be needed for amenities and irrigation. Per the City's 2019 Utility Master Plan, there is capacity for this development at this time.

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

City water and sewer lines are already located on the east side of CR 209. As the area transitions from rural residential into low, medium and high residential densities, additional developments will be serviced as lines are extended.

(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 proposed single family subdivision will be located roughly 0.35 miles from the E C 462 and CR 209 Intersection, and about one mile away from US Hwy 301, where diverse and various commercial sale and service establishments can be found. Law enforcement is within one mile of the subject property. Additionally, education, healthcare, fire, emergency response and general government are located within 2.5 miles of the subject parcel.

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

Although some of the surrounding areas have a future land use of agricultural (County), these parcels fall within the Joint Planning Area (JPA) where the proposed future land uses could be commercial and residential should they be annexed into the City of Wildwood.

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

Parcel C36-102 was annexed into the City of Wildwood on February 12, 2024, and is consistent with Policy 1.2.7., "upon annexation of properties within the JPA, the City shall amend the FLUM to include the annexed property." Development is beginning to physically materialize in this area of the city. Other developments are expected as city utilities are available to the neighboring parcels.

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

The CR 209 Corridor features multiple residential subdivisions and master planned communities that are aimed to balance the provision of much needed housing while also including some elements of economic growth with business establishments in the near vicinity. The proposal does not constitute a mix-used development; however, the proximity to the Twisted Oaks Development could benefit the upcoming businesses within that community and nearby.

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

Access to the site will be provided via full-access driveway onto CR 209. An analysis of the study roadway segments and study intersections indicates that the study roadway segments currently operate within the adopted Level of Service standard and are projected to continue

to do so upon buildout of the proposed development.

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

Each residential development is required to provide open space and amenities based on the proposed number of dwelling units. The applicant will be required to provide 20 percent of open space and at least three (3) on-site neighborhood amenities to comply with the City's Design District Standards. The project will need to adhere not to exceed four dwelling units per acre with a 0.3 floor area ratio.

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

It has been stated that the proposed amendment will not have an adverse effect on environmentally sensitive systems. An Environmental Narrative Report was conducted by Clymer Farner Barley in January of 2024. Based on field review, the consultant stated that no wetlands and/or surface waters were present within the project boundary. However, the parcel has a significant portion of Flood Zone A along its western boundary as per FEMA FIRM Map 12119C0068D effective September 27, 2013, which will require that the developer establishes the Base Flood Elevation that will determine the finished floor and elevation for any habitable structures constructed within the special flood hazard areas. In addition, approximately nine potentially occupied gopher tortoise burrows were observed, which requires a Florida Fish and Wildlife Conservation Commission permit to relocate these protected species to a designated sanctuary. A 100% gopher tortoise survey should be done before construction and if any gopher tortoises are found, it will be necessary to apply for a gopher relocation permit with FFWCC.

(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: Two full-access points for the property are proposed at CR 209, which is maintained by the City of Wildwood. The proposed Future Land Use change to LDR and proposed development is estimated to add 1,591 daily trips, 149 A.M. & 157 P.M. peak hour trips. An impact analysis methodology has been conducted for maximum density and was approved by Sumter County. An analysis of the study roadway segments indicates that the study roadway segments currently operate within the adopted Level of Service standard and are projected to continue to do so upon buildout of the proposed development. An analysis of the study intersections indicates that generally the study intersections currently operate adequately within their adopted Level of Service standard and are projected to continue to do so upon buildout of the proposed development. Based on the analysis, a northbound left turn lane is not warranted at the CR 209 and Project Access driveway intersection.

Potable Water & Sewer: The subject properties are in an existing demand service area according to the 2019 Utility Master Plan. City water and sewer are available for the subject property. The applicant/owner will work with City utilities at the site plan stage and will have to provide utility easements as required.

Schools: The residential development is proposed to add 54 students to Wildwood Schools (17 High School Students, 12 Middle School Students, and 25 Elementary School Students).

The school district advises that capacity is available.

CONCLUSION:

The proposed amendment to the Comprehensive Plan is compatible with the Goals, Policies and Objectives stated in the City of Wildwood's 2050 Comprehensive Plan. The proposed amendment has been evaluated for the 13 indicators of urban sprawl as listed in F.S. Chapter 163.3177(6)(a)9a. The Planning and Zoning Board/Special Magistrate **recommends approval of Ordinance Number O2024-16**. This is the second and final reading for Ordinance Number O2024-16.

DATED: 4/17/2024

A handwritten signature in black ink, appearing to read 'Wendy Then', is written over a horizontal line.

Wendy Then, AICP, CFM
Assistant Director Development Services

ORDINANCE NO. O2024-16

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 C36-102
Jeremy Wayne Bernal
19.89 +/-

LEGAL DESCRIPTION:

THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 18 SOUTH, RANGE 22 EAST, SUMTER COUNTY, FLORIDA, LESS RIGHT-OF-WAY FOR COUNTY ROAD NO. 209 ACROSS THE EAST SIDE THEREOF.

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

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

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

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

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

SECTION 3. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a Court or competent jurisdiction, then said holding

shall in no way effect the validity of the remaining portions of said Ordinance.

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

DONE AND ORDAINED this _____ day of _____, 2024, by the City Commission of the City of Wildwood, Florida.

CITY COMMISSION

CITY OF WILDWOOD, FLORIDA

Ed Wolf, Mayor

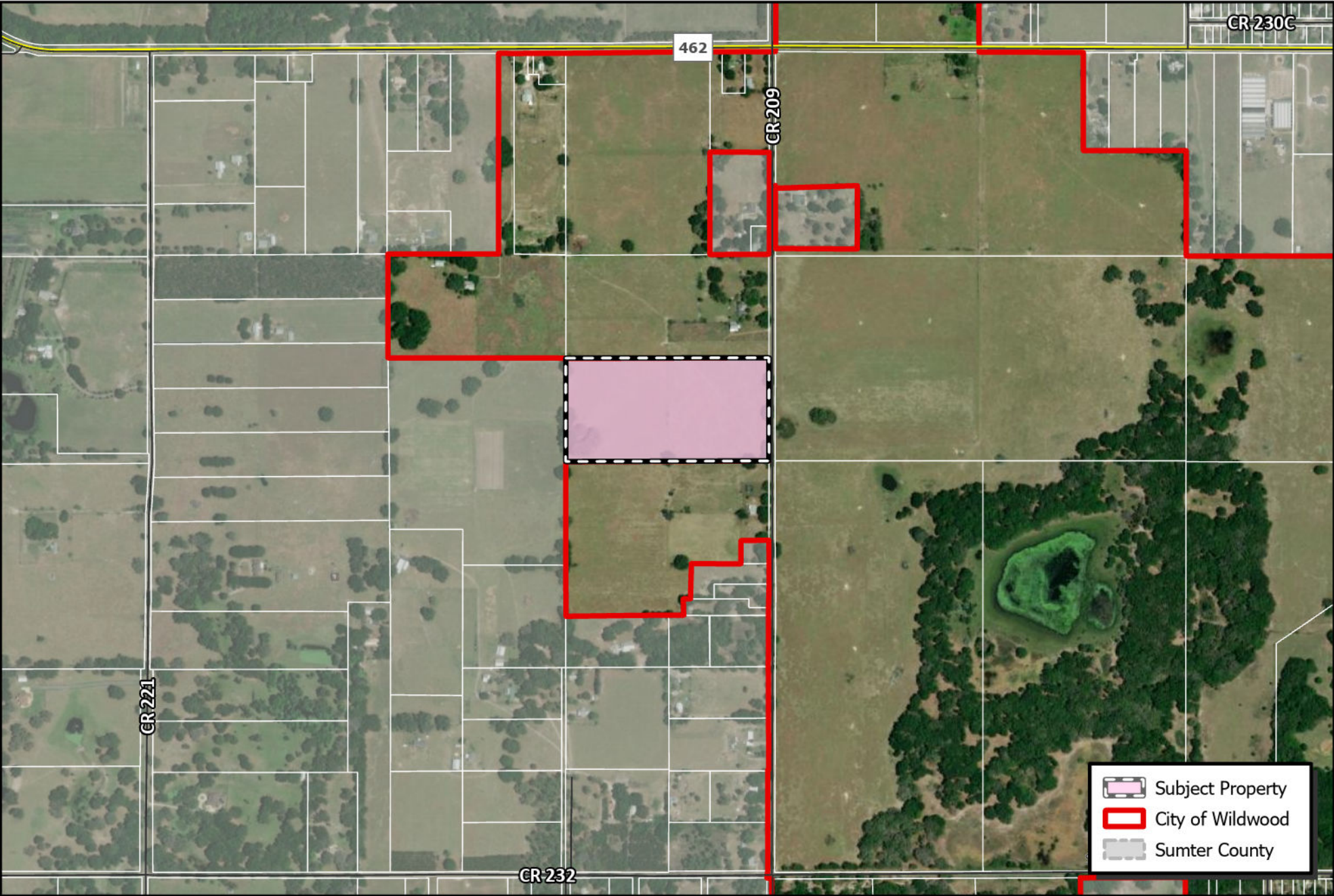
ATTEST: _____
Jessica Barnes, City Clerk

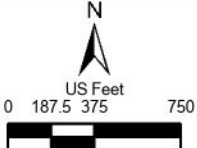
First Reading: _____

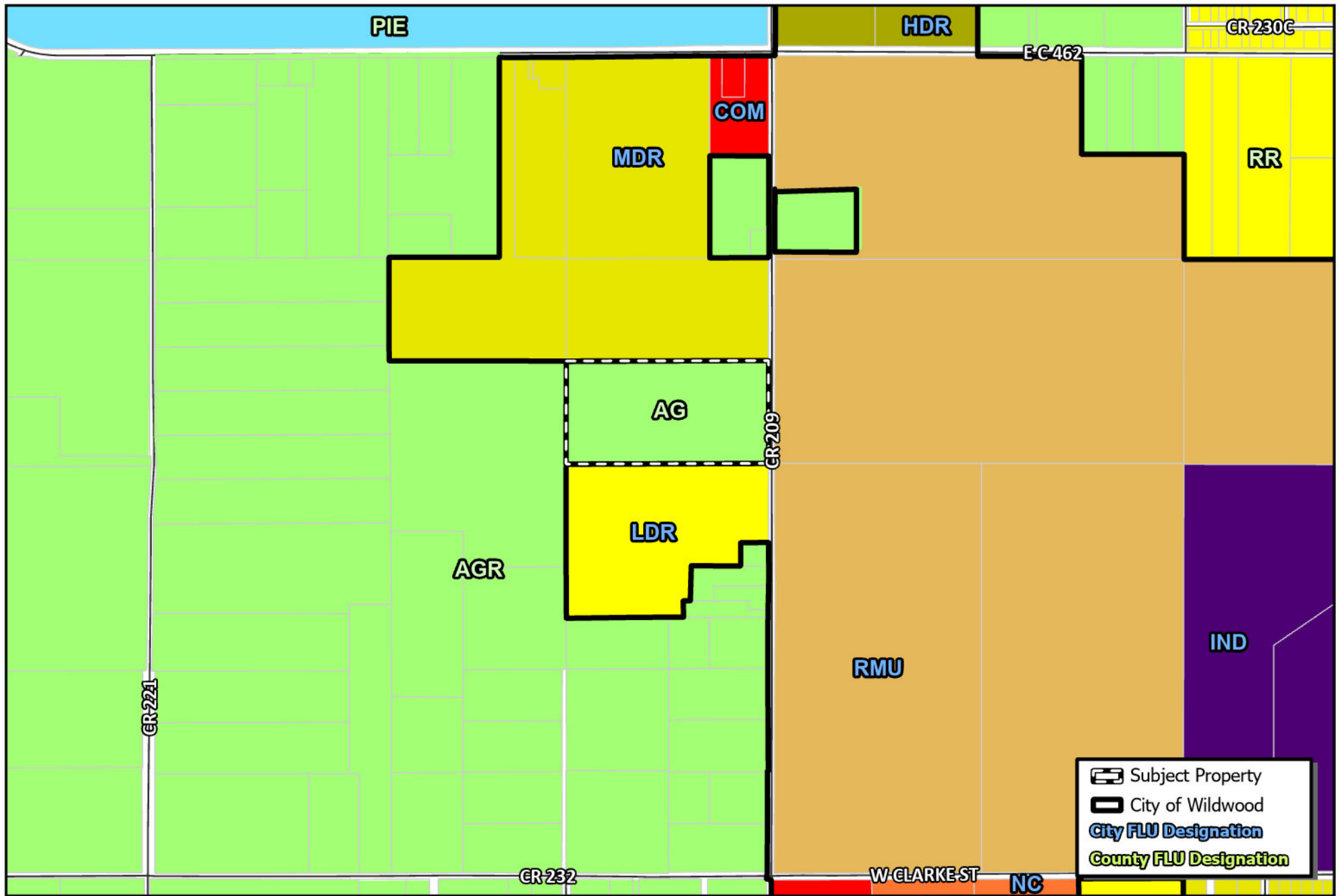
Second Reading: _____

Approved as to form:

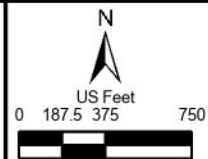
City Attorney



 WILDWOOD FLORIDA	CITY OF WILDWOOD 100 North Main Street Wildwood, FL 34785 Phone: (352) 330-1330 www.wildwood-fl.gov	 N US Feet 0 187.5 375 750	CP 2402-002	MAP 1B
			MATTEO OAKS	LOCATION
			PARCEL C36-102	MAP
				FEB 2024

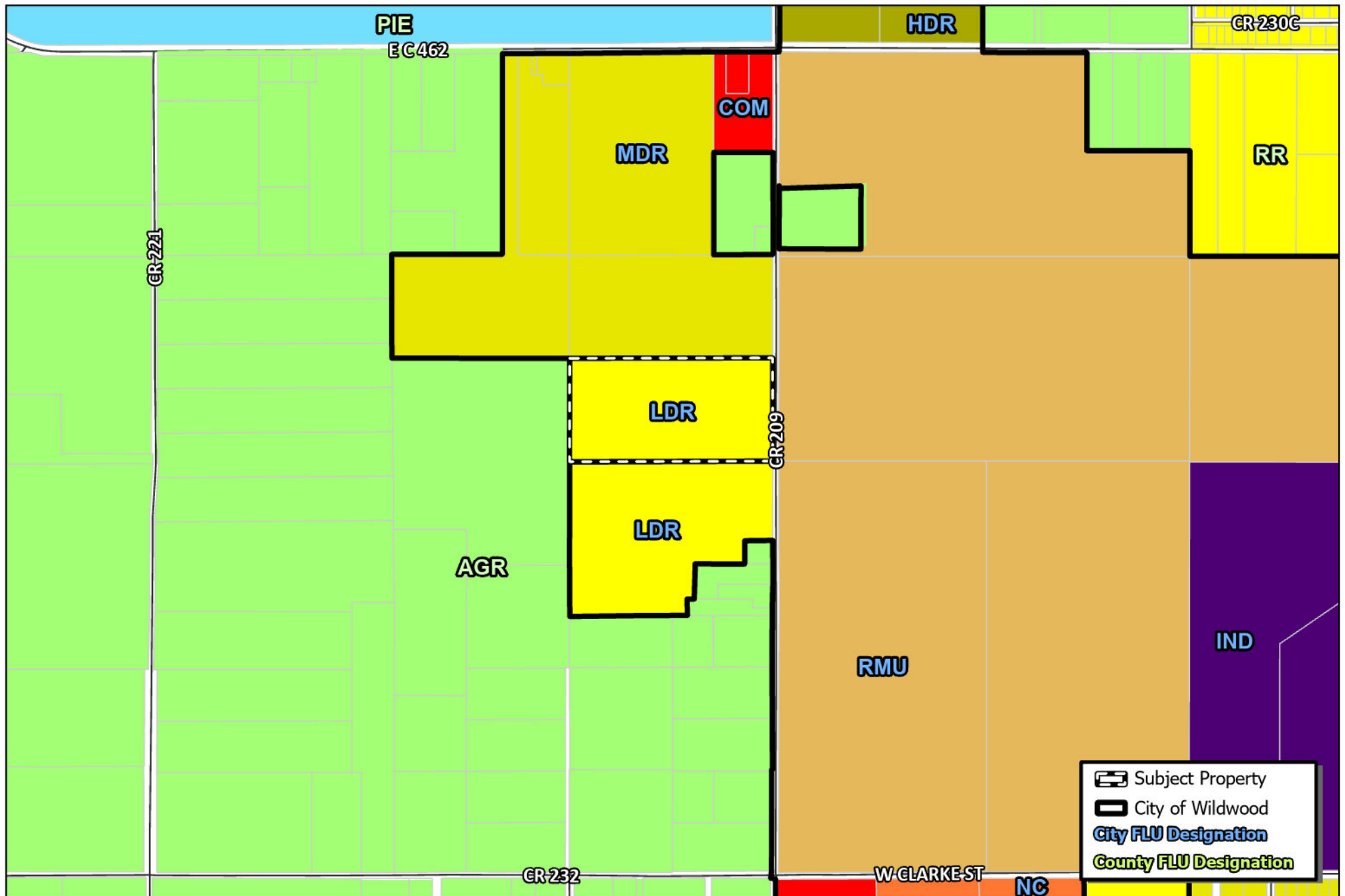


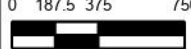
CITY OF WILDWOOD
 100 North Main Street
 Wildwood, FL 34785
 Phone: (352) 330-1330
www.wildwood-fl.gov



CP 2402-002
MATTEO OAKS
 PARCEL C36-102

MAP 2A
 EXISTING
 LAND USE
 FEB 2024



 WILDWOOD FLORIDA	CITY OF WILDWOOD 100 North Main Street Wildwood, FL 34785 Phone: (352) 330-1330 www.wildwood-fl.gov	N US Feet 0 187.5 375 750 	CP 2402-002 MATTEO OAKS PARCEL C36-102		MAP 2B PROPOSED LAND USE FEB 2024

Statement of Exemption from Business Impact Estimate

Proposed ordinance's title/reference: O2024-16

A Business Impact Estimate will not be provided in accordance with section 166.041(4), Florida Statutes. Based upon the box(es) that are checked below, the City of Wildwood is of the view that a business impact estimate is not required by Section 166.041(4)(c) of the Florida Statutes for the proposed ordinance. This Statement of Exemption from Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

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

The case below was heard on Tuesday, April 2, 2024, 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 Small-Scale Comprehensive Plan Amendment to change the Future Land Use Map designation from Agriculture (Sumter County) to Low Density Residential (City) for the parcel listed above on 19.89 acres MOL. The subject property is generally located 8600 CR 209, Wildwood, FL 34785, approximately 0.35 miles south of the intersection of CR 209 and E C 462.

Case Number: CP 2402-002 Matteo Oaks

Applicant(s): Woodrow L. Clymer with Clymer Farner Barley

Owner(s): Jeremy Wayne Bernal

Parcel(s): C36-102

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 O2024-16 to the City Commission for final determination.

Dated: April 2, 2024



Lindsay C.T. Holt
Special Magistrate City of Wildwood

Print

Sumter County Traffic Impact Analysis (TIA) - Submission #1268316

Date Submitted: 3/26/2024

First Name*	Last Name*	Email Address*
vasu	persaud	premiertrafficgroup@gmail.com

Address

15155 W colonial Drive, #784852

City	State	Zip Code
Winter Garden	FL	34787

Phone	Alt Phone	Parcel Number
3219489594		C36-003; C36-102

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.

Sumter County Traffic Impact Analysis (TIA) acceptance:

Matthew
Tadlock

Digitally signed by Matthew
Tadlock
DN: cn=Matthew Tadlock,
o=Sumter County Public Works,
ou=Planning and Design,
email=matthew.tadlock@sumter
countyfl.gov, c=US
Date: 2024.03.26 11:16:21 -04'00'

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..

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, 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 2023 County Annual Traffic Reports Summary Table

[Click here to view the table.](#)

Exemption 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 No file chosen**Please submit your TIA**

23151 Matteo Oaks TIA_rev.pdf

**Date of Methodology
Acceptance by County**

02.23.2024

Applicable Jurisdiction

Please check the applicable Jurisdiction:

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

Link

[FDOT Systems Implementation Office](#)

Link

[FDOT Roadway Design - Florida Greenbook](#)

Link

[Lake-Sumter MPO](#)

Link

[FDOT Traffic Information](#)



Matteo Oaks

Sumter County, Florida

TRAFFIC IMPACT STUDY

Prepared for:

CFB Inc
406 E. Silver Springs Blvd
Ocala, FL 34470

Prepared by:

PTG

Premier Traffic Group

PremierTrafficGroup@gmail.com
350 E Crown Point Road, Suite 1100
Winter Garden, FL 34787

March 2024

EXECUTIVE SUMMARY

This traffic analysis is being conducted to assess the impact of the proposed Matteo Oaks project. The proposed project comprises 164 single-family homes and is located west of CR 209 in Sumter County, Florida (PIDs: C36-003; C36-102). The analysis included a determination of project trip generation, a review of existing and projected roadway and intersection capacity and a review of access operations.

The results of the traffic analysis are summarized as follows:

- The proposed development would generate a total of 1,591 daily trips of which 149 and 157 will occur during the AM and PM peak hour, respectively.
- Access to the site will be provided via full-access driveway onto CR 209.
- An analysis of the study roadway segments indicates that the study roadway segments currently operate within the adopted Level of Service standard and are projected to continue to do so upon buildout of the proposed development.
- An analysis of the study intersections indicates that generally the study intersections currently operate adequately within their adopted Level of Service standard and are projected to continue to do so upon buildout of the proposed development.
- Based on the analysis a northbound left turn lane is not warranted at the CR 209 and Project Access driveway intersection.

PROFESSIONAL ENGINEERING CERTIFICATION

I hereby certify that I am a Professional Engineer properly registered in the State of Florida practicing with Premier Traffic Group a dba of Karma Consultancy, LLC. and that I have supervised the preparation and approve the evaluation, findings, opinions, conclusions, and technical advice hereby reported for:

PROJECT: Matteo Oaks

LOCATION: Sumter County, Florida

I 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.

NAME: Vasu T. Persaud, PE

P.E. #: Florida P.E. No. 72790

DATE: March 25th, 2024

SIGNATURE:

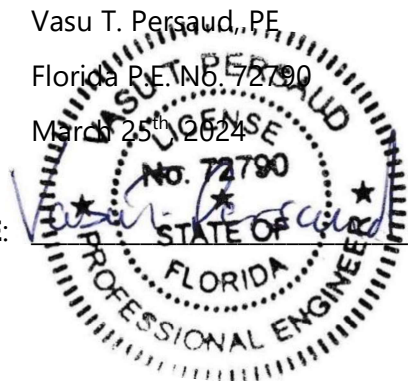


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1.0 INTRODUCTION

This traffic analysis is being conducted to assess the impact of the proposed Matteo Oaks project (PIDs: C36-003; C36-102). **Figure 1** depicts the site location and the surrounding transportation network. Access to the site will be provided via a full access connection onto CR 209. A preliminary concept plan is included in **Appendix A**.

1.1 Data and Methodology

Data used in the analysis consisted of site plan/development information provided by the Project Engineers, AM and PM peak hour intersection traffic counts sourced by PTG and roadway segment traffic volumes obtained from Sumter County and the Florida Department of Transportation (FDOT). The analysis was conducted in accordance with the approved Traffic Impact Analysis (TIA) *Methodology Memorandum* prepared for the project. A copy of the methodology coordination is provided in **Appendix B**.

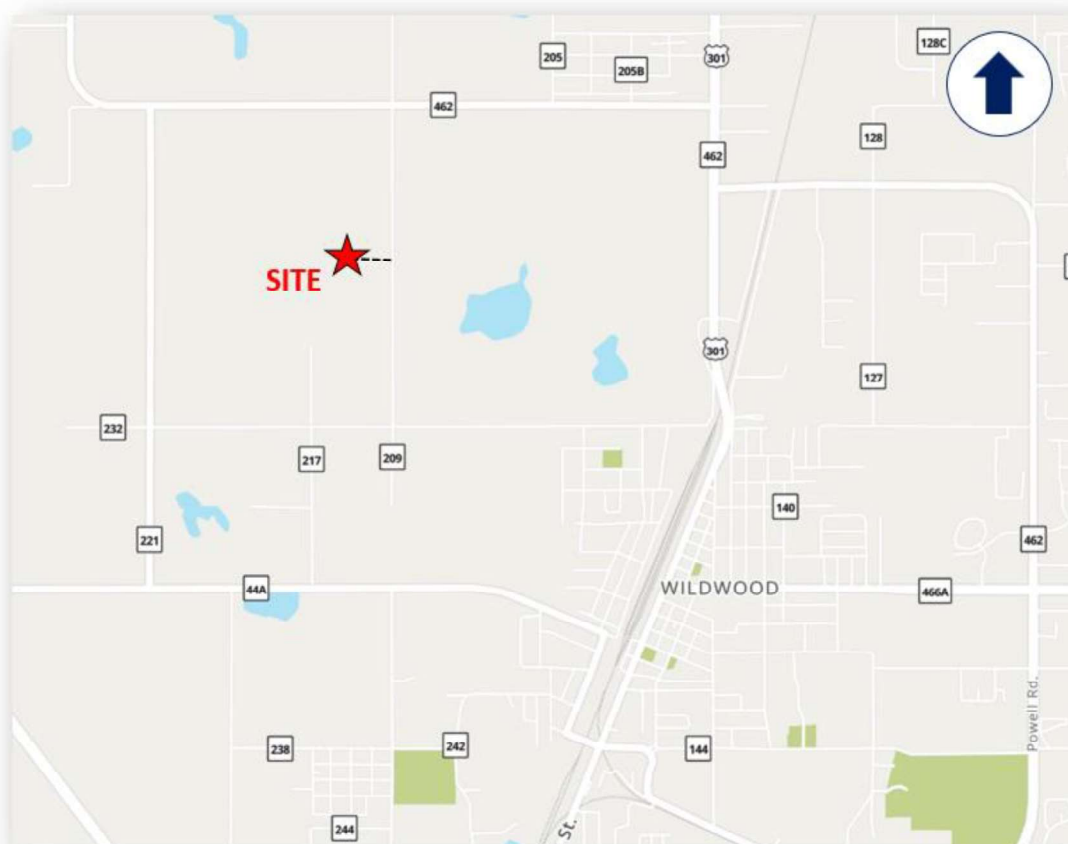


Figure 1: Project Location Maps

1.2 Study Area

Study Segments

- C- 462
 - 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 C-466A
- C-466A
 - US 301/SR 35 to C-462/CR 139
 - C-462/CR 139 to C-133(NE57th Dr)
- CR 209
 - CR 232 to C-462 E
 - C-462 E to CR 216
- US 301/SR 35
 - C-466A (Cleaveland Avenue) to C-462 (S)
 - C-462 (S) to C-462 (N)
 - C-462 (N) to CR 222

Study Intersections

- CR 462 (N) and CR 209
- US 301 and CR 462 (N)
- US 301 and CR 462 (S)
- US 301 and West Clark Street
- CR 462 (S) and CR 466A
- CR 209 and Project Access
- CR 209 and CR 232/West Clarke Street

1.3 Planned and Programmed Improvements

Based on discussions and review of data documented by Sumter County, the Lake-Sumer Metropolitan Planning Organization and FDOT there are funded roadway capacity improvement that are planned and programmed within three (3) years of the project buildout; including;

- The realignment of CR 462(S).
- Conversion of the US 301 and CR 462(N) intersection to a directional median opening.

- Sumter County is currently in the process of a corridor study for C 466A from US 301 to C 462/Powell Road

2.0 EXISTING TRAFFIC CONDITIONS

Existing conditions in the vicinity of the site were analyzed to establish a baseline for the traffic conditions prevailing in the vicinity of the proposed development. The analysis included a review of the existing roadway segment capacities and an analysis of the intersection operations at the study intersections.

2.1 Roadway Segment Analysis

Table 1 summarizes the existing roadway segment capacity analysis for study segment within the project study area. The existing roadway segment conditions were analyzed by comparing the existing traffic volumes observed on the study roadway segments to the service volumes at the adopted Level of Service (LOS) standard for the roadway segments. The LOS data was obtained from the latest *Sumter County Transportation Management System Spreadsheet, Sumter County Congestion Management Process (CMP) database, Sumter County Annual Traffic Counts 2022 and FDOT Traffic Data*, excerpts of which are included in **Appendix C**. The analysis indicates that some of the study roadway segments currently operate adequately within their adopted Level of Service (LOS) standard.

Table 1: Existing Roadway Segment Capacity Analysis

Seg ID	Roadway	Segment Location	Lanes	LOS Stnd	PH Dir Capacity	Dir	Existing Vol	LOS Stnd Met?
3542130	C-462	CR 223 to CR 209	2U	C	603	NB/EB	111	Yes
						SB/WB	250	Yes
3542150	C-462	CR 209 to US 301/SR 35	2U	D	675	NB/EB	112	Yes
						SB/WB	286	Yes
3541110	C-462	US 301/SR 35 to CR 131	2U	D	675	NB/EB	406	Yes
						SB/WB	725	No
35411101	C-462	CR 131 to CR 121	2U	D	675	NB/EB	733	No
						SB/WB	433	Yes
35411002	C-462	CR 121 to CR 134	2U	D	675	NB/EB	733	No
						SB/WB	433	Yes
35411003	C-462	CR 134 to C-466A	2U	D	675	NB/EB	733	No
						SB/WB	433	Yes
3533100	C-466A	US 301/SR 35 to C-462/CR 139	2U	D	1467	NB/EB	381	Yes
						SB/WB	440	Yes
35331101	C-466A	C-462/CR 139 to C-133 (NE 57th Dr)	4D	D	1467	NB/EB	1095	Yes
						SB/WB	1277	Yes
5080	CR 209	CR 232 to C-462 E	2U	D	675	NB/EB	266	Yes
						SB/WB	220	Yes
3248105	CR 209	C-462 E to CR 216	2U	D	675	NB/EB	109	Yes
						SB/WB	80	Yes
32532601	US 301/SR 35	C-466A (Cleveland Ave) to C-462 (S)	4D	D	2000	NB/EB	1388	Yes
						SB/WB	1264	Yes
3253270	US 301/SR 35	C-462 (S) to C-462 (N)	4D	C	1740	NB/EB	1793	No
						SB/WB	1213	Yes
3253280	US 301/SR 35	C-462 (N) to CR 222	4D	D	2000	NB/EB	1829	Yes
						SB/WB	1254	Yes

Note: US 301 traffic from Turning Movement Counts

2.2 Intersection Capacity Analysis

Table 2 summarizes the results of the existing intersection capacity analysis. The existing intersection capacity analysis was conducted for the PM peak hour using the *Synchro* software and the methods of the *Highway Capacity Manual (HCM)*. The turning movement count data and the existing AM and PM peak hour Turning Movement Volumes are being included in **Appendix D**. It should be noted that the raw turning movement counts were adjusted to peak season volumes using seasonal adjustment factors obtained from the *FDOT Traffic Online* website.

Table 2: Existing Intersection Capacity Analysis

Intersection	Control	Time	EB		WB		NB		SB		Overall	
		Period	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS
CR 209 & CR 462 (N)	Stop	AM	0.3	A	2.0	A	10.3	B	10.1	B	--	--
		PM	0.8	A	2.0	A	10.5	B	10.2	B	--	--
US 301 & CR 462 (N)	Stop	AM	22.9	C	0.0	A	1.2	A	0.0	A	--	--
		PM	16.6	C	0.0	A	1.4	A	0.0	A	--	--
US 301 & CR 462 (S)	Signal	AM	0.0	A	47.3	D	8.4	A	4.5	A	9.6	A
		PM	0.0	A	49.2	D	22.5	C	12.3	B	24.0	C
West Clark St & US 301	Signal	AM	22.2	C	--	--	0.0	A	0.0	A	--	--
		PM	18.2	B	--	--	0.0	A	0.0	A	--	--
CR 466A & US 301	Signal	AM	--	--	71.0	E	12.4	B	7.1	A	17.1	B
		PM	--	--	75.8	E	18.7	B	8.4	A	20.8	C
CR 209 and CR 232/W Clarke St	Stop	AM	2.7	A	0.0	A	--	--	8.7	A	--	--
		PM	5.3	A	0.0	A	--	--	8.9	A	--	--

The analysis indicates that the study intersections currently generally operate adequately during the AM and PM peak hour periods. The detailed *Synchro* worksheets are included in **Appendix E**.

3.0 TRIP GENERATION

To determine the impact of this development, an analysis of its trip generation characteristics was conducted. This included a determination of the trips to be generated as well as their distribution and assignment to the surrounding roadways. The project buildout is 2026.

3.1 Trip Generation

Table 3 summarizes the trip generation analysis conducted using information published by the Institute of Transportation Engineers (ITE) in the *Trip Generation Manual, 11th Edition*.

The calculation indicated that the proposed development would generate a total of 1,591 daily trips of which 149 and 157 will occur during the AM and PM peak hour, respectively.

The ITE Trip Generation graphs are included as part of the *Methodology Memorandum* in **Appendix B**.

Table 3: Trip Generation

ITE Code	Land Use	Size	Daily		AM Peak Hour				PM Peak Hour			
			Rate	Trips	Rate	Enter	Exit	Total	Rate	Enter	Exit	Total
210	Single Family	164 DUs	9.7	1,591	0.91	39	110	149	0.96	99	58	157

Note: ITE trip generation equations used

3.2 Trip Distribution/Assignment

The *Central Florida Regional Planning Model (CFRPM)* was used to help determine a trip distribution pattern for this project (as discussed in the *Methodology Memorandum* in **Appendix B**).

This trip distribution pattern was assessed for reasonableness using knowledge of the traffic patterns in the area, review of existing traffic counts and engineering judgement.

Figure 2 provides the finalized trip distribution developed for this project. Using this trip distribution pattern, project trips will be assigned to the surrounding study roadway network.

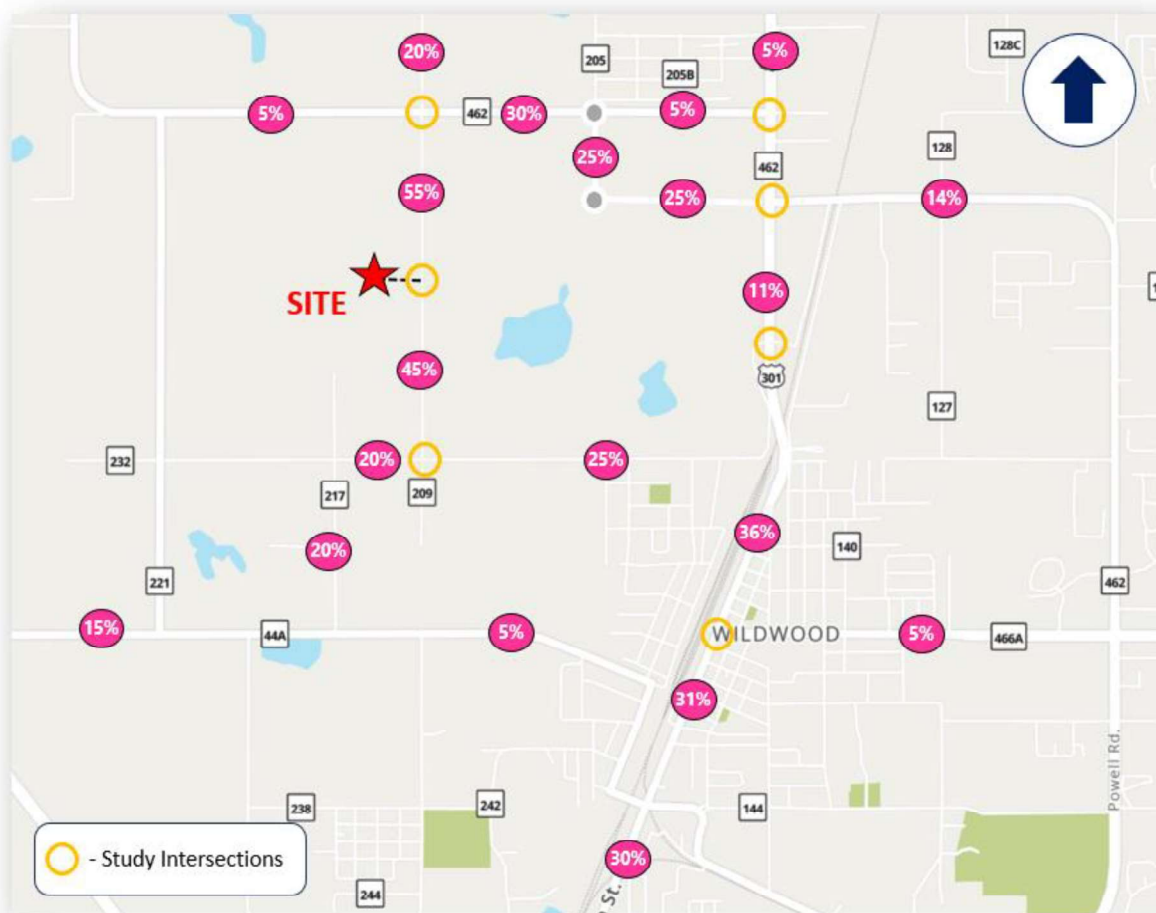


Figure 2: Trip Distribution Map

4.0 PROJECTED TRAFFIC CONDITIONS

An analysis of projected conditions was conducted to determine the proposed development's impact on the roadway segment capacities and to evaluate the operations of the study intersections. The project buildout year for the analysis is 2026.

4.1 Background Traffic Projection

Projected traffic volumes consist of background traffic combined with site generated traffic. Typically, background traffic volumes are determined by expanding existing peak hour traffic volumes to the buildout year using an annual growth rate. A historical trend analysis was conducted based on the Annual Average Daily Traffic (AADT) data obtained from the *FDOT Traffic Online* website in the vicinity of the project (see **Appendix F**). Based on this historical trend analysis, an average annual growth rate of 1.52% was calculated, therefore a nominal growth rate of 2% was used. This growth rate was applied to the existing traffic volumes and committed trips, as appropriate, in order to determine the projected background volumes in the project buildout year.

In addition, committed trips from committed projects in the area and the Tillman Townhomes development (as documented in the TIA dated March 2023) were included in the intersection operational analyses.

4.2 Roadway Segment Analysis

Table 4 summarizes the significance analysis conducted for the project as per the in the Sumter County Traffic Impact Analysis (TIA) Guidelines dated June 2022. The study area was derived by identifying the roadway segments in which the project traffic exceeds 3% of the roadway capacity as shown in the table.

Table 5 summarizes the results of the projected study roadway segment capacity analysis. The Projected roadway segment conditions were analyzed by comparing the projected traffic volumes on the study segments to their respective service volumes at the adopted Level of Service (LOS) standard. The total projected traffic volume is composed of background traffic and project trips. Projected background traffic was estimated using the annual growth rate discussed in the previous section.

The analysis indicates that the proposed project does not cause any significant study roadway segment to fail.

Table 4: Projected Roadway Segment Significance Analysis

Seg ID	Roadway	Segment Location	Lanes	LOS Stnd	PH Dir Capacity	Dir	Trip Dist	Project Vol	% of Capacity	Signif at 3% Level?
3542130	C-462	CR 223 to CR 209	2U	C	603	NB/EB	5%	5	0.83%	No
						SB/WB		3	0.50%	No
3542150	C-462	CR 209 to US 301/SR 35	2U	D	675	NB/EB	30%	17	2.52%	No
						SB/WB		30	4.44%	Yes
3541110	C-462	US 301/SR 35 to CR 131	2U	D	675	NB/EB	14%	8	1.19%	No
						SB/WB		14	2.07%	No
35411101	C-462	CR 131 to CR 121	2U	D	675	NB/EB	14%	8	1.19%	No
						SB/WB		14	2.07%	No
35411002	C-462	CR 121 to CR 134	2U	D	675	NB/EB	14%	8	1.19%	No
						SB/WB		14	2.07%	No
35411003	C-462	CR 134 to C-466A	2U	D	675	NB/EB	14%	8	1.19%	No
						SB/WB		14	2.07%	No
3533100	C-466A	US 301/SR 35 to C-462/CR 139	2U	D	1,467	NB/EB	5%	3	0.20%	No
						SB/WB		5	0.34%	No
35331101	C-466A	C-462/CR 139 to C-133 (NE 57th Dr)	4D	D	1,467	NB/EB	5%	3	0.20%	No
						SB/WB		5	0.34%	No
5080	CR 209	CR 232 to C-462 E	2U	D	675	NB/EB	55%	54	8.00%	Yes
						SB/WB		32	4.74%	Yes
3248105	CR 209	C-462 E to CR 216	2U	D	675	NB/EB	20%	20	2.96%	No
						SB/WB		12	1.78%	No
32532601	US 301/SR 35	C-466A (Cleveland Ave) to C-462 (S)	4D	D	2,000	NB/EB	36%	36	1.80%	No
						SB/WB		21	1.05%	No
3253270	US 301/SR 35	C-462 (S) to C-462 (N)	4D	C	1,740	NB/EB	5%	5	0.29%	No
						SB/WB		3	0.17%	No
3253280	US 301/SR 35	C-462 (N) to CR 222	4D	D	2,000	NB/EB	5%	3	0.15%	No
						SB/WB		5	0.25%	No

Table 5: Projected Roadway Segment Capacity Analysis

Seg ID	Roadway	Segment Location	Lanes	LOS Stnd	PH Dir Capacity	Dir	Trip Dist	Project Vol	Total Vol	LOS Stnd Met?
3542130	C-462	CR 223 to CR 209	2U	C	603	NB/EB	5%	5	121	Yes
						SB/WB		3	264	Yes
3542150	C-462	CR 209 to US 301/SR 35	2U	D	675	NB/EB	30%	17	134	Yes
						SB/WB		30	329	Yes
3541110	C-462	US 301/SR 35 to CR 131	2U	D	675	NB/EB	14%	8	433	Yes
						SB/WB		14	772	No
35411101	C-462	CR 131 to CR 121	2U	D	675	NB/EB	14%	8	774	No
						SB/WB		14	467	Yes
35411002	C-462	CR 121 to CR 134	2U	D	675	NB/EB	14%	8	774	No
						SB/WB		14	467	Yes
35411003	C-462	CR 134 to C-466A	2U	D	675	NB/EB	14%	8	774	No
						SB/WB		14	467	Yes
3533100	C-466A	US 301/SR 35 to C-462/CR 139	2U	D	1,467	NB/EB	5%	3	401	Yes
						SB/WB		5	465	Yes
35331101	C-466A	C-462/CR 139 to C-133 (NE 57th Dr)	4D	D	1,467	NB/EB	5%	3	1148	Yes
						SB/WB		5	1340	Yes
5080	CR 209	CR 232 to C-462 E	2U	D	675	NB/EB	55%	54	332	Yes
						SB/WB		32	262	Yes
3248105	CR 209	C-462 E to CR 216	2U	D	675	NB/EB	20%	20	134	Yes
						SB/WB		12	96	Yes
32532601	US 301/SR 35	C-466A (Cleveland Ave) to C-462 (S)	4D	D	2,000	NB/EB	36%	36	1487	Yes
						SB/WB		21	1343	Yes
3253270	US 301/SR 35	C-462 (S) to C-462 (N)	4D	C	1,740	NB/EB	5%	5	1880	No
						SB/WB		3	1271	Yes
3253280	US 301/SR 35	C-462 (N) to CR 222	4D	D	2,000	NB/EB	5%	3	1915	Yes
						SB/WB		5	1316	Yes

4.3 Intersection Capacity Analysis

Table 6 summarizes the results of the projected intersection capacity analysis. The projected intersection capacity and operational analysis was conducted using the *Synchro* software and the methods of the *Highway Capacity Manual (HCM)* and was performed for the AM and PM peak hours. The projected volumes for the intersection capacity and operations analysis were calculated by assigning primary project trips to the project driveways and adding those volumes to the background volumes at the study intersections. Projected background traffic was estimated using the annual growth rate as previously discussed. In addition, the proposed project was assumed to be builtout within 75% of the full buildout of committed project(s) in the area due to the comparatively larger size of the committed project(s). The projected peak hour volumes are also provided in **Appendix D**.

The analysis indicates that the study intersections are projected to continue to operate above failing Levels of Service during both the AM and PM peak hour period. Signal retiming and rebalancing is recommended based on field conditions as part of a signal maintenance plan. The *Synchro* analysis worksheets are included in **Appendix G**.

Table 6: Projected Intersection Capacity Analysis

Intersection	Control	Time	EB		WB		NB		SB		Overall	
		Period	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS
CR 209 & CR 462 (N)	Stop	AM	0.6	A	2.5	A	13.9	B	13.4	B	--	--
		PM	0.9	A	3.0	A	15.8	C	16.1	C	--	--
US 301 & CR 462 (N)	Stop	AM	28.4	D	0.0	A	1.2	A	0.0	A	--	--
		PM	21.0	C	0.0	A	2.0	A	0.0	A	--	--
US 301 & CR 462 (S)	Signal	AM	56.6	E	49.9	D	19.7	B	18.8	B	27.1	C
		PM	55.8	E	69.1	E	42.7	D	32.4	C	46.1	D
West Clark St & US 301	Signal	AM	21.8	C	--	--	0.2	A	0.0	A	--	--
		PM	22.4	C	--	--	0.2	A	0.0	A	--	--
CR 466A & US 301	Signal	AM	--	--	69.6	E	14.8	B	8.9	A	18.9	B
		PM	--	--	69.6	E	42.5	D	20.4	C	37.5	D
CR 209 and Project Access	Stop	AM	10.1	B	--	--	2.2	A	0.0	A	--	--
		PM	9.9	A	--	--	4.1	A	0.0	A	--	--
CR 209 and CR 232/W Clarke St	Stop	AM	4.5	A	0.0	A	--	--	9.2	A	--	--
		PM	6.9	A	0.0	A	--	--	9.6	A	--	--

4.4 Turn Lane Analysis

The need for an exclusive westbound left turn lane at the CR 209 and Project Access intersection was assessed using guidance from the *National Cooperative Highway Research Program (NCHRP) Report 457- Evaluating Intersection Improvements: An Engineering Study Guide*. The review indicated that the project volumes and posted speed limit at this location does not meet the warrant thresholds and consequently, an exclusive westbound left turn lane at the CR 209 and Project Access intersection is not warranted. The NCHRP 457 worksheet is provided in **Appendix H**.

5.0 STUDY CONCLUSIONS

This traffic analysis is being conducted to assess the impact of the proposed Matteo Oaks project. The proposed project comprises 164 single-family homes and is located west of CR 209 in Sumter County, Florida (PIDs: C36-003; C36-102). The analysis included a determination of project trip generation, a review of existing and projected roadway and intersection capacity and a review of access operations.

The results of the traffic analysis are summarized as follows:

- The proposed development would generate a total of 1,591 daily trips of which 149 and 157 will occur during the AM and PM peak hour, respectively.
- Access to the site will be provided via full-access driveway onto CR 209.
- An analysis of the study roadway segments indicates that the study roadway segments currently operate within the adopted Level of Service standard and are projected to continue to do so upon buildout of the proposed development.
- An analysis of the study intersections indicates that generally the study intersections currently operate adequately within their adopted Level of Service standard and are projected to continue to do so upon buildout of the proposed development.
- Based on the analysis a northbound left turn lane is not warranted at the CR 209 and Project Access driveway intersection.

APPENDIX

Appendix A: Preliminary Concept Plan

Appendix B: Methodology Coordination

METHODOLOGY MEMORANDUM

RE: Matteo Oaks, Sumter County
Traffic Impact Analysis Methodology
01/24/2024
Job # 23151

The following is a methodology outline for the Traffic Impact Analysis (TIA) for the above-referenced project. In general, the TIA will conform to the methodology requirements and guidelines documented by the Sumter County and the Florida Department of Transportation (FDOT).

Project Description

This traffic analysis is being conducted to assess the impact of the proposed Matteo Oaks project (PIDs: C36-003; C36-102). The proposed project comprises 164 single-family homes and is located west of CR 209 in Sumter County, Florida. **Figure 1** depicts the site location and the surrounding transportation network.



Figure 1: Project Location Map

Site Access

Access to the site will be provided via two full-access onto CR 209. **Attachment A** provides the preliminary site plan.

Trip Generation

Table 1 summarizes the trip generation analysis conducted using information published by the Institute of Transportation Engineers (ITE) in the *Trip Generation Manual, 11th Edition*. The calculation revealed that the proposed development will generate a total of 1,591 daily trips of which 149 and 157 will occur during the AM and PM peak hour, respectively. The ITE Trip Generation graphs are included for reference in **Attachment B**.

Table 1: Trip Generation

ITE Code	Land Use	Size	Daily		AM Peak Hour				PM Peak Hour			
			Rate	Trips	Rate	Enter	Exit	Total	Rate	Enter	Exit	Total
210	Single Family	164 DUs	9.7	1,591	0.91	39	110	149	0.96	99	58	157

Trip Distribution

The *Central Florida Regional Planning Model (CFRPM)* was used to help determine a trip distribution pattern for this project. A model plot showing the trip distribution pattern is provided in **Attachment C**.

The trip distribution pattern was assessed for reasonableness using knowledge of the traffic patterns in the area, review of existing traffic counts and engineering judgement.

Figure 2 provides the finalized trip distribution developed for this project. Using this trip distribution pattern, project trips will be assigned to the surrounding study roadway network.

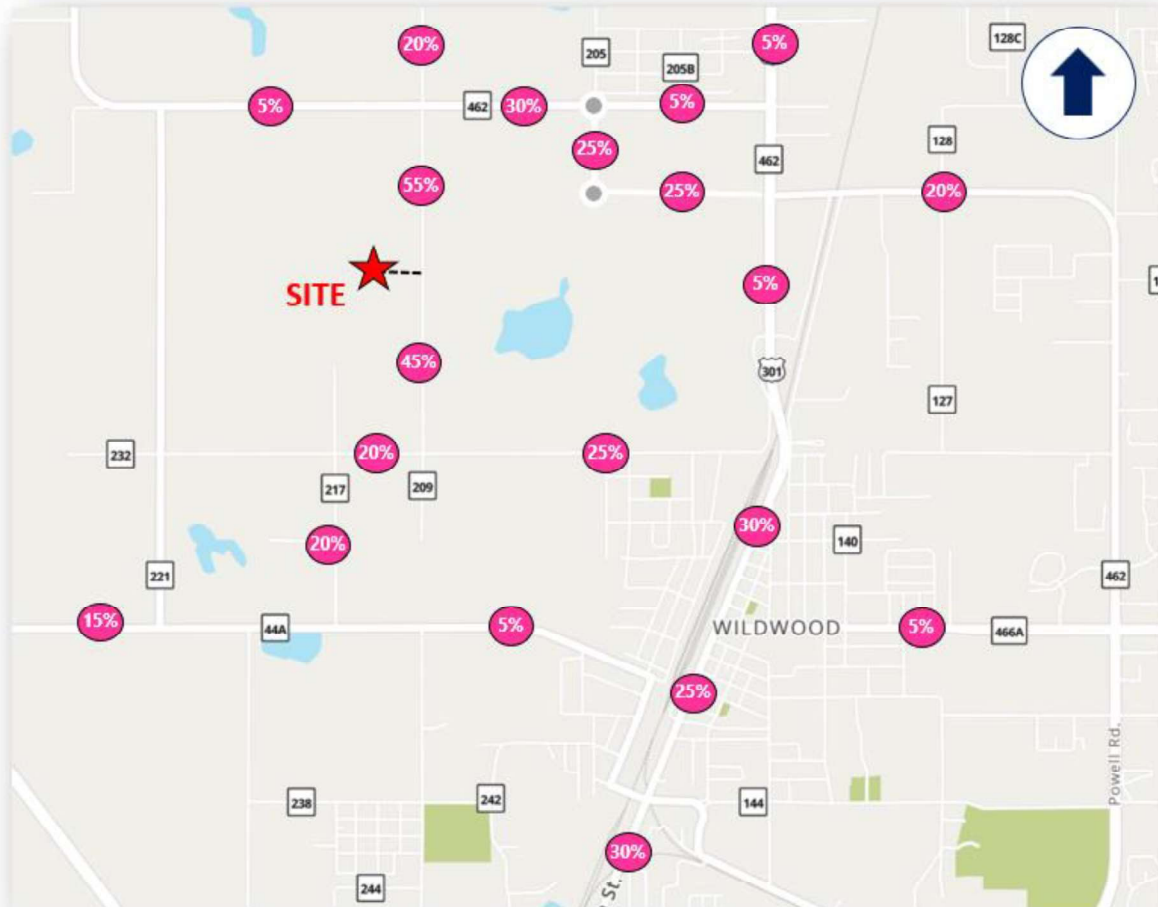


Figure 2: Trip Distribution Map

Study Area

The study facilities to be considered in the analysis are listed below. The study area was derived by identifying the roadway segments in which the project traffic exceeds 3% of the roadway capacity as discussed in the *Sumter County Traffic Impact Analysis (TIA) Guidelines* dated June 2022. The study intersections were identified as the major intersections along those significant roadway segments (see **Table 2**).

Study Segments

- C- 462
 - 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 C-466A
- C-466A
 - US 301/SR 35 to C-462/CR 139
 - C-462/CR 139 to C-133(NE57th Dr)
- CR 209
 - CR 232 to C-462 E
 - C-462 E to CR 216
- US 301/SR 35
 - C-466A (Cleaveland Avenue) to C-462 (S)
 - C-462 (S) to C-462 (N)
 - C-462 (N) to CR 222

Study Intersections

- CR 462 (N) and CR 209
- US 301 and CR 462 (N)
- US 301 and CR 462 (S)
- US 301 and West Clark Street
- US 301 and CR 466A
- CR 209 and Project Access

Table 2: Projected Roadway Segment Significance Analysis

Seg ID	Roadway	Segment Location	Lanes	LOS Stnd	PH Dir Capacity	Dir	Trip Dist	Project Vol	% of Capacity	Signif at 3% Level?
3542130	C-462	CR 223 to CR 209	2U	C	603	NB/EB	5%	5	0.83%	No
						SB/WB		3	0.50%	No
3542150	C-462	CR 209 to US 301/SR 35	2U	D	675	NB/EB	30%	17	2.52%	No
						SB/WB		30	4.44%	Yes
3541110	C-462	US 301/SR 35 to CR 131	2U	D	675	NB/EB	14%	8	1.19%	No
						SB/WB		14	2.07%	No
35411101	C-462	CR 131 to CR 121	2U	D	675	NB/EB	14%	8	1.19%	No
						SB/WB		14	2.07%	No
35411002	C-462	CR 121 to CR 134	2U	D	675	NB/EB	14%	8	1.19%	No
						SB/WB		14	2.07%	No
35411003	C-462	CR 134 to C-466A	2U	D	675	NB/EB	14%	8	1.19%	No
						SB/WB		14	2.07%	No
3533100	C-466A	US 301/SR 35 to C-462/CR 139	2U	D	1,467	NB/EB	5%	3	0.20%	No
						SB/WB		5	0.34%	No
35331101	C-466A	C-462/CR 139 to C-133 (NE 57th Dr)	4D	D	1,467	NB/EB	5%	3	0.20%	No
						SB/WB		5	0.34%	No
5080	CR 209	CR 232 to C-462 E	2U	D	675	NB/EB	55%	54	8.00%	Yes
						SB/WB		32	4.74%	Yes
3248105	CR 209	C-462 E to CR 216	2U	D	675	NB/EB	20%	20	2.96%	No
						SB/WB		12	1.78%	No
32532601	US 301/SR 35	C-466A (Cleveland Ave) to C-462 (S)	4D	D	2,000	NB/EB	36%	36	1.80%	No
						SB/WB		21	1.05%	No
3253270	US 301/SR 35	C-462 (S) to C-462 (N)	4D	C	1,740	NB/EB	5%	5	0.29%	No
						SB/WB		3	0.17%	No
3253280	US 301/SR 35	C-462 (N) to CR 222	4D	D	2,000	NB/EB	5%	3	0.15%	No
						SB/WB		5	0.25%	No

Projected Conditions Analysis

The projected conditions analysis will be conducted within the following framework:

- *Counts:* Roadway and intersection counts will be obtained during the AM and PM peak period, as applicable. These counts will be adjusted using a peak season correction factor as necessary.
- *Growth Factors (minimum of 1%):* Growth factors, derived from historical traffic volume data, will be applied to existing traffic counts to develop future background traffic volumes.
- *Traffic Volumes:* Project traffic volumes will be added to the future background traffic volumes to obtain total future traffic volumes.
- *Analysis Periods:* Analyses will be performed for existing conditions and future background plus project trips (i.e. projected/buildout) conditions.
- *Roadway Analysis:* Roadway segments will be evaluated using the applicable Sumter County and FDOT service volume capacities, as applicable.
- *Intersection Analysis:* Intersection capacity analysis will be performed using the latest operational analysis procedures documented in the *Highway Capacity Manual* as applied using the *Synchro* software during the AM and PM peak period.
- *Turn Lane Analysis:* Turn Lane analysis (based on queues) will be performed for all the site access driveways and will be done in accordance with FDOT requirements.
- *Buildout Year:* The buildout year of the project is 2026.

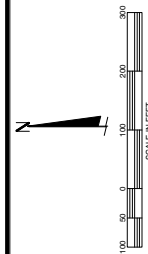
- *Mitigation and Concurrency:* Concurrency strategies/transportation improvement to mitigate transportation deficiencies, if any, will be identified in the traffic study.

Traffic Impact Study Report

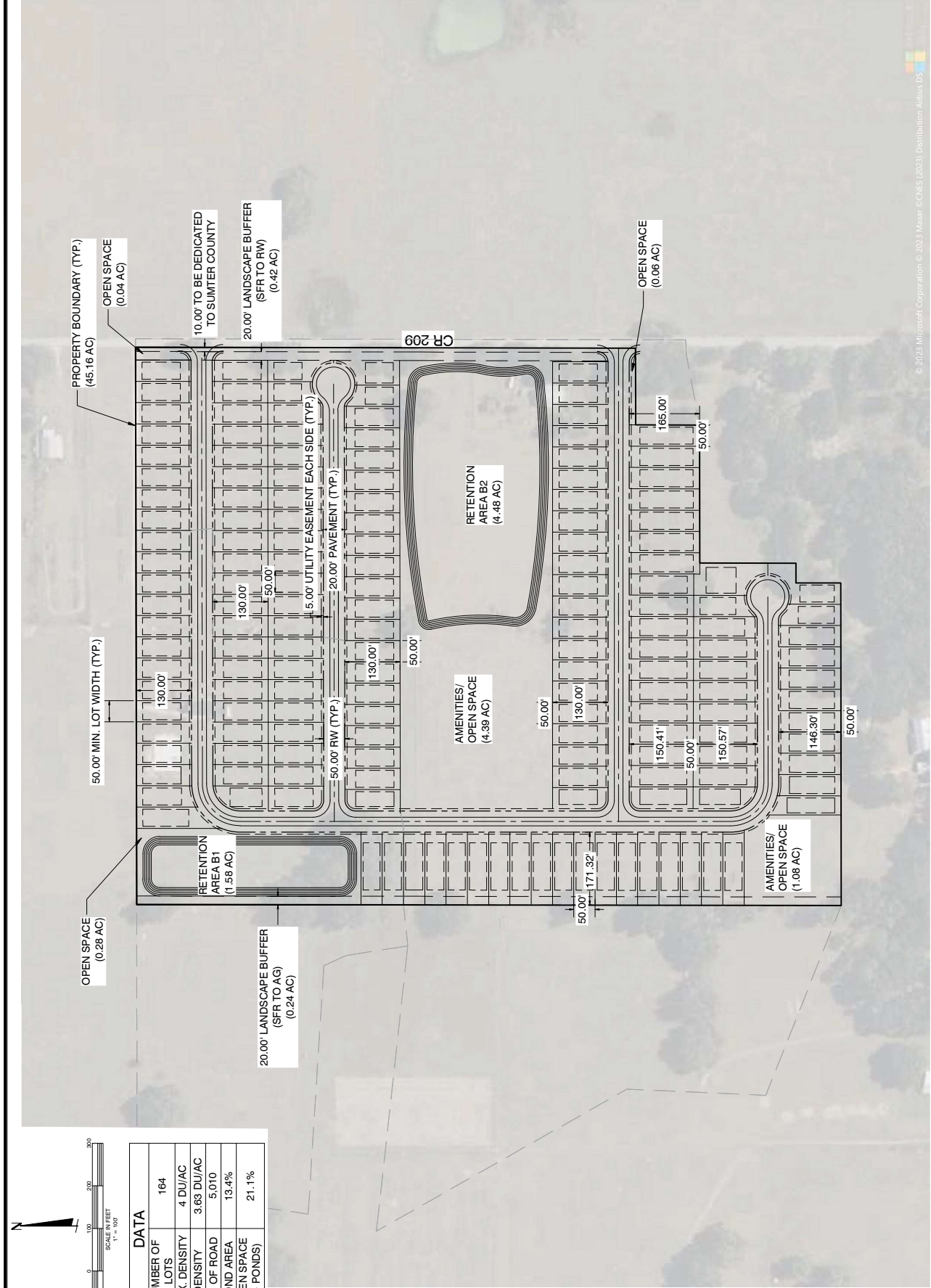
The traffic report prepared will summarize the study procedures, analyses, and recommendations.

END

Attachment A
Preliminary Site Plan



DATA	
NUMBER OF LOTS	164
MAX DENSITY	4 DU/AC
DENSITY	3.63 DU/AC
L.F. OF ROAD	5.010
POND AREA	13.4%
OPEN SPACE (+ PONDS)	21.1%



Attachment B
Trip Generation Information

Land Use: 210

Single-Family Detached Housing

Description

A single-family detached housing site includes any single-family detached home on an individual lot. A typical site surveyed is a suburban subdivision.

Specialized Land Use

Data have been submitted for several single-family detached housing developments with homes that are commonly referred to as patio homes. A patio home is a detached housing unit that is located on a small lot with little (or no) front or back yard. In some subdivisions, communal maintenance of outside grounds is provided for the patio homes. The three patio home sites total 299 dwelling units with overall weighted average trip generation rates of 5.35 vehicle trips per dwelling unit for weekday, 0.26 for the AM adjacent street peak hour, and 0.47 for the PM adjacent street peak hour. These patio home rates based on a small sample of sites are lower than those for single-family detached housing (Land Use 210), lower than those for single-family attached housing (Land Use 251), and higher than those for senior adult housing -- single-family (Land Use 251). Further analysis of this housing type will be conducted in a future edition of *Trip Generation Manual*.

Additional Data

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (<https://www.ite.org/technical-resources/topics/trip-and-parking-generation/>).

For 30 of the study sites, data on the number of residents and number of household vehicles are available. The overall averages for the 30 sites are 3.6 residents per dwelling unit and 1.5 vehicles per dwelling unit.

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in Arizona, California, Connecticut, Delaware, Illinois, Indiana, Kentucky, Maryland, Massachusetts, Minnesota, Montana, New Jersey, North Carolina, Ohio, Ontario (CAN), Oregon, Pennsylvania, South Carolina, South Dakota, Tennessee, Vermont, Virginia, and West Virginia.

Source Numbers

100, 105, 114, 126, 157, 167, 177, 197, 207, 211, 217, 267, 275, 293, 300, 319, 320, 356, 357, 367, 384, 387, 407, 435, 522, 550, 552, 579, 598, 601, 603, 614, 637, 711, 716, 720, 728, 735, 868, 869, 903, 925, 936, 1005, 1007, 1008, 1010, 1033, 1066, 1077, 1078, 1079

Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

Setting/Location: General Urban/Suburban

Number of Studies: 174

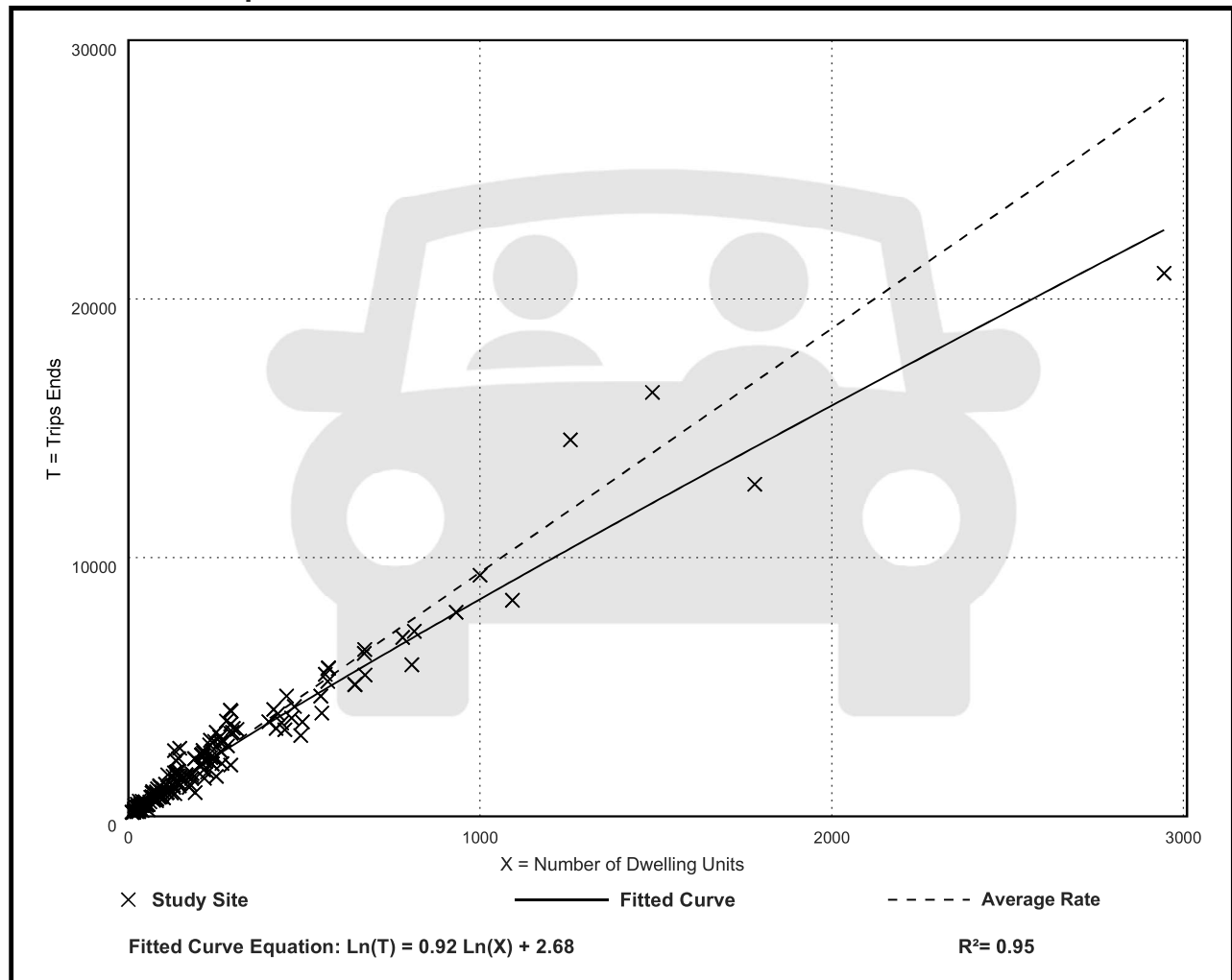
Avg. Num. of Dwelling Units: 246

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
9.43	4.45 - 22.61	2.13

Data Plot and Equation



Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 192

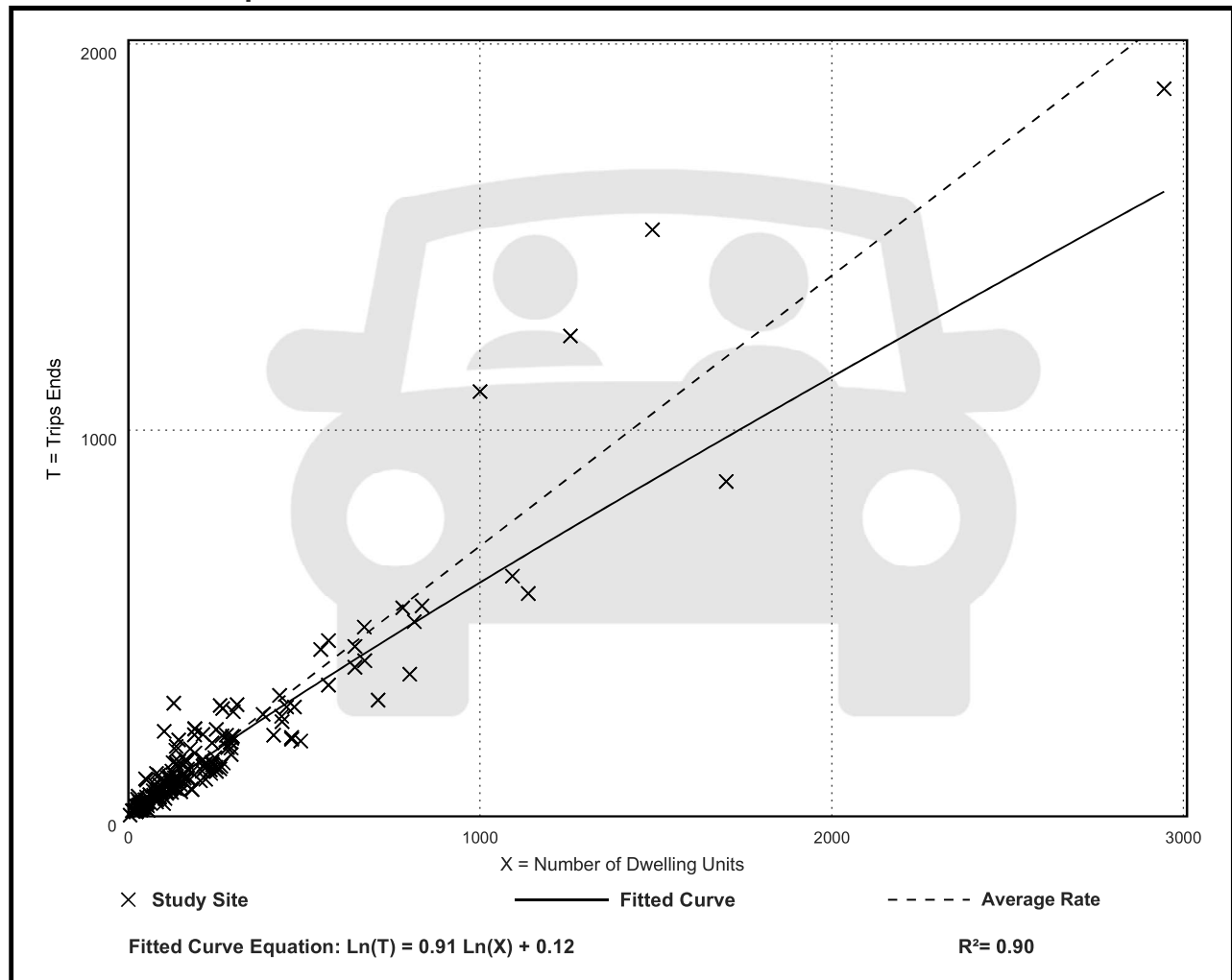
Avg. Num. of Dwelling Units: 226

Directional Distribution: 26% entering, 74% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.70	0.27 - 2.27	0.24

Data Plot and Equation



Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 208

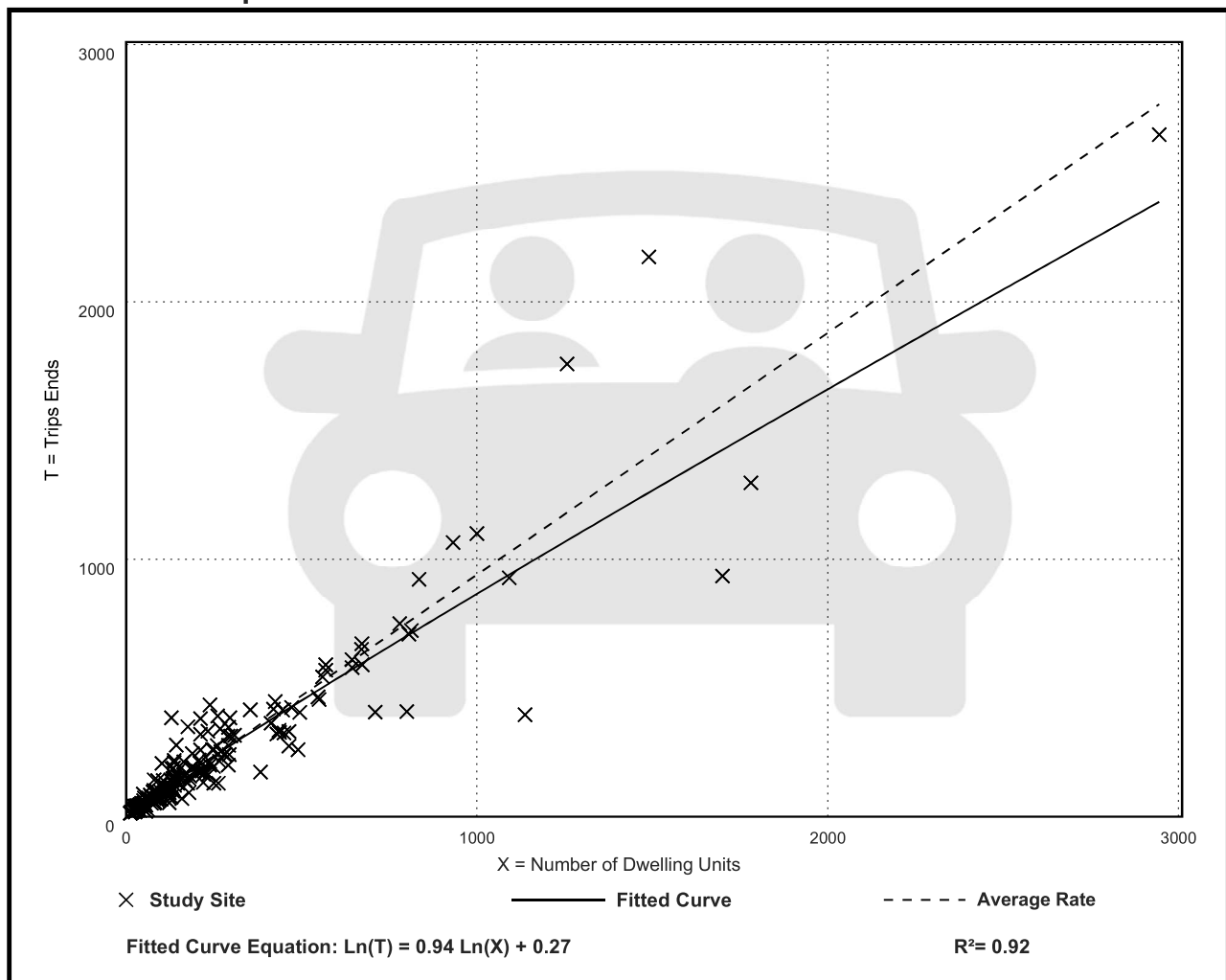
Avg. Num. of Dwelling Units: 248

Directional Distribution: 63% entering, 37% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.94	0.35 - 2.98	0.31

Data Plot and Equation



Attachment C
Model Plot

(Licensed to



Appendix C: County Segment Data

Sunter County Annual Traffic Counts

Station ID	Street	Location Description	Start Date	Duration	Yearly ADT					ADT (+/-) Change	A.M. Peak Hour				P.M. Peak Hour								
					2017	2018	2019	2020	2021		2022	Time	Total	NB/EB	SB/WB	K	D	Time	Total	NB/EB	SB/WB	K	D
1	Anna Maria Ave	N of Hillsborough Trl	02/03/22	24-HR	3831	3953	4453	3699	-	3976	7%	11:00 AM	334	166	188	0.08	0.50	12:00 PM	396	199	197	0.10	0.50
2	Bailey Trl	200' W of S Buena Vista Blvd (North End)	01/20/22	24-HR	12768	12033	10981	10758	-	8045	-25%	11:00 AM	747	362	385	0.09	0.52	12:00 PM	789	389	400	0.10	0.51
3	Bailey Trl	200 N of St Charles Pl	01/20/22	24-HR	10578	11262	10453	10139	-	9416	-7%	11:00 AM	871	449	422	0.09	0.52	12:00 PM	927	492	435	0.10	0.53
4	Bailey Trl	200' S of St Charles Pl	01/20/22	24-HR	4034	3840	3543	3797	-	3848	1%	11:00 AM	351	170	181	0.09	0.52	3:00 PM	379	192	187	0.10	0.51
5	Bailey Trl	200' W of Buena Vista Blvd (South End)	02/03/22	24-HR	5741	5439	5423	5848	-	4706	-20%	11:00 AM	455	234	221	0.10	0.51	12:00 PM	499	241	258	0.11	0.52
6	Belvedere Blvd	200' S of E C 466	01/13/22	24-HR	9035	8960	11502	9193	-	9830	7%	10:30 AM	838	456	382	0.09	0.54	2:30 PM	1061	531	530	0.11	0.50
7	Belvedere Blvd	200' W of S Buena Vista Blvd	01/20/22	24-HR	5847	7948	7855	7909	-	7685	-3%	11:00 AM	749	405	344	0.10	0.54	1:15 PM	796	436	360	0.10	0.55
8	Bonita Blvd	200' E of S Buena Vista Blvd	01/20/22	24-HR	4479	4267	4349	4585	-	4689	2%	11:00 AM	446	266	180	0.10	0.60	12:00 PM	461	243	218	0.10	0.53
9	Bonita Blvd	200' W of Morse Blvd	02/03/22	24-HR	4326	4562	3804	5757	-	5040	-12%	11:00 AM	548	305	243	0.11	0.56	12:15 PM	487	260	227	0.10	0.53
10	Buenos Aires Blvd	200' N of El Camino Real	01/13/22	24-HR	11254	10695	10612	11004	-	9956	-10%	11:00 AM	960	480	480	0.10	0.50	2:00 PM	977	429	548	0.10	0.56
11	Buttonwood Run	W of St Charles Pl	01/20/22	24-HR	4697	4962	5432	4701	-	5707	21%	10:45 AM	665	324	341	0.12	0.51	1:00 PM	620	280	340	0.11	0.55
12	C 44A	150' E of C 221	01/27/22	24-HR	1372	1075	1298	1522	-	1599	5%	7:00 AM	133	90	43	0.08	0.68	5:00 PM	168	65	103	0.11	0.65
13	C 44A	500' W of S Buena Vista Blvd	02/03/22	24-HR	-	-	-	-	-	7827	-	11:00 AM	704	314	390	0.09	0.55	2:00 PM	681	307	374	0.09	0.55
14	C 44A	500' E of S Buena Vista Blvd	02/03/22	24-HR	-	-	-	-	-	3155	-	11:00 AM	244	64	180	0.08	0.74	3:00 PM	293	119	174	0.09	0.59
15	C 44A	W of CR 139 (Powell Rd)	01/27/22	24-HR	2787	3141	3032	3161	-	3462	10%	10:00 AM	297	164	133	0.09	0.55	3:30 PM	322	178	144	0.09	0.55
16	W C 462	400' E of N C 475	01/27/22	24-HR	1151	802	825	776	-	844	9%	7:15 AM	98	71	27	0.12	0.72	4:30 PM	91	19	72	0.11	0.79
17	E C 462	200' E of CR 221	01/27/22	24-HR	3938	2644	2888	3117	-	2842	-9%	7:15 AM	257	172	85	0.09	0.67	4:45 PM	361	111	250	0.13	0.69
18	E C 462	500' W of US 301	01/27/22	24-HR	3044	3331	3385	3140	-	3348	7%	7:15 AM	273	179	94	0.08	0.66	4:45 PM	398	112	286	0.12	0.72
19	E C 462	200' E of US 301	01/27/22	24-HR	9819	10876	12120	11882	-	11646	-2%	7:15 AM	832	497	335	0.07	0.60	4:30 PM	1131	406	725	0.10	0.64
20	E C 462	500' N of C 466A	01/27/22	24-HR	9833	10954	11810	13297	-	13377	1%	7:15 AM	1114	424	690	0.08	0.62	4:30 PM	1166	733	433	0.09	0.63
21	W C 462	E of CR 229	01/27/22	24-HR	2472	1638	1549	1577	-	1651	5%	7:15 AM	149	105	44	0.09	0.70	3:45 PM	170	66	104	0.10	0.61
22	C 466	250' E of CR 229	01/27/22	24-HR	3638	6854	7555	8182	-	8716	7%	6:45 AM	678	444	234	0.08	0.65	3:45 PM	764	279	485	0.09	0.63
23	C 466	450' W of US 301	01/27/22	24-HR	-	8153	8726	8682	-	9970	15%	7:15 AM	676	371	305	0.07	0.55	4:30 PM	839	362	477	0.08	0.57
24	E C 466	300' W of R/R	01/13/22	24-HR	25692	24995	25324	26459	-	25468	-4%	11:00 AM	1880	933	947	0.07	0.50	2:00 PM	2158	1010	1148	0.08	0.53
25	E C 466	200' W of CR 101	01/13/22	24-HR	26729	24981	25444	23530	-	24251	3%	11:00 AM	1889	818	1071	0.08	0.57	2:30 PM	2252	1121	1131	0.09	0.50
26	E C 466	400' W of Buena Vista Blvd	01/13/22	24-HR	31523	29899	31080	31176	-	27786	-11%	11:00 AM	2273	1062	1211	0.08	0.53	2:30 PM	2485	1228	1257	0.09	0.51
27	E C 466	500' E of Buena Vista Blvd	01/13/22	24-HR	24723	24377	24879	23316	-	23320	0%	10:45 AM	1815	874	941	0.08	0.52	2:30 PM	1985	979	1006	0.09	0.51
28	E C 466	500' E of Morse Blvd	01/13/22	24-HR	28023	25763	27144	25367	-	24669	-3%	10:45 AM	2143	1066	1077	0.09	0.50	2:45 PM	2228	1168	1060	0.09	0.52
29	C 466A	500' E of CR 139 (Powell Rd)	01/27/22	24-HR	18870	19706	22776	24123	-	26935	12%	11:00 AM	2277	1127	1150	0.08	0.51	12:30 PM	2372	1095	1277	0.09	0.54
30	C 466A	500' W of S Buena Vista Blvd	02/03/22	24-HR	21110	22940	25010	26843	-	28605	7%	11:00 AM	2591	1269	1322	0.09	0.51	12:15 PM	2575	1270	1305	0.09	0.51
31	C 466A	300' W of Morse Blvd	02/03/22	24-HR	17032	17959	18028	18455	-	19155	4%	11:00 AM	1597	791	806	0.08	0.50	12:00 PM	1737	879	858	0.09	0.51
32	C 466A	50' W of Lake County Line	02/03/22	24-HR	17714	20240	19532	20108	-	21232	6%	11:00 AM	1661	821	840	0.08	0.51	3:00 PM	1811	785	1026	0.09	0.57
33	C 466A	150' E of US 301	01/27/22	24-HR	10433	10317	9137	10975	-	9784	-11%	10:45 AM	788	368	420	0.08	0.53	12:00 PM	821	381	440	0.08	0.54
34	Morse Blvd	1400' S of E SR 44	02/10/22	24-HR	6976	9999	13344	12282	-	24892	103%	11:00 AM	1978	1066	912	0.08	0.54	12:00 PM	2128	1125	1003	0.09	0.53
35	Warm Springs Ave	500' E of Marsh Bend Trl	02/10/22	24-HR	5971	8991	10996	11239	-	24291	116%	11:00 AM	2064	999	1075	0.08	0.52	12:00 PM	2170	1092	1078	0.09	0.50
36	Warm Springs Ave	400' E of N US 301	02/10/22	24-HR	6732	6884	10393	9271	-	11776	27%	10:00 AM	845	383	462	0.07	0.55	4:15 PM	1045	477	568	0.09	0.54
37	C 469	2640' S of CR 716	03/15/22	24-HR	3048	3210	2766	3267	-	4863	49%	8:00 AM	382	175	207	0.08	0.54	12:45 PM	359	193	166	0.07	0.54
38	C 469	N of SR 50	03/15/22	24-HR	3001	2674	3100	2996	-	4567	52%	8:30 AM	376	175	201	0.08	0.53	12:45 PM	352	192	160	0.08	0.55
39	E C 470	300' E of CR 529	02/10/22	24-HR	10851	12938	11225	11414	-	17029	49%	7:15 AM	1182	720	462	0.07	0.61	4:15 PM	1370	685	685	0.08	0.50
40	E C 470	300' W of CR 500	02/24/22	24-HR	9966	10217	9939	11739	-	15678	34%	6:45 AM	1208	571	637	0.08	0.53	3:30 PM	1112	647	465	0.07	0.58
41	E C 470	300' E of Marsh Bend Trl	02/10/22	24-HR	10521	9837	10669	10939	-	15563	42%	7:30 AM	1195	583	612	0.08	0.51	3:45 PM	1220	691	529	0.08	0.57
42	N C 470	500' W of CR 491	01/27/22	24-HR	7782	8466	8107	8087	-	8454	5%	7:00 AM	704	197	507	0.07	0.72	4:30 PM	743	494	249	0.09	0.66
43	N C 470	300' N CR 479	01/27/22	24-HR	6487	7284	6801	6496	-	6930	7%	7:00 AM	501	128	373	0.07	0.74	4:30 PM	603	405	198	0.09	0.67
44	N C 470	1320' S of CR 400	01/27/22	24-HR	4017	3809	3729	3737	-	3990	7%	7:00 AM	313	129	184	0.08	0.59	4:30 PM	375	207	168	0.09	0.55
45	N C 470	300' S of W SR 44	01/27/22	24-HR	2840	3068	3305	3964	-	3592	-9%	6:45 AM	271	138	133	0.08	0.51	4:30 PM	360	177	183	0.10	0.51
46	C 472	325' W of R/R Tracks	01/20/22	24-HR	5158	5054	5422	5646	-	6086	8%	7:15 AM	548	401	147	0.09	0.73	2:30 PM	547	329	218	0.09	0.60
47	C 472	500' W of CR 115	01/20/22	24-HR	6681	6149	6737	7103	-	7136	0%	7:30 AM	558	411	147	0.08	0.74						

2022 Volumes Summary

Sunter County Annual Traffic Counts

Sumter County Annual Traffic Counts

Station ID	Street	Location Description	Start Date	Duration	Yearly ADT				ADT (+/-) Change	A.M. Peak Hour				P.M. Peak Hour									
					2017	2018	2019	2020		2021	2022	Time	Total	NB/EB	SB/WB	K	D	Time	Total	NB/EB	SB/WB	K	D
52	S C 475	100' South of CR 542	02/17/22	24-HR	6000	5396	3502	5130	-	5951	16%	11:00 AM	456	228	228	0.08	0.50	3:30 PM	544	286	258	0.09	0.53
53	C 476A (Dr Martin Luther King Jr Ave)	W of S Justice St	02/24/22	24-HR	-	-	-	-	-	849	-	7:45 AM	67	32	35	0.08	0.52	6:15 PM	88	45	43	0.10	0.51
54	W C 476 (W Seminole Ave)	W of S Roland St	02/17/22	24-HR	4919	4325	4545	5216	-	5832	12%	7:00 AM	433	234	199	0.07	0.54	4:15 PM	575	220	355	0.10	0.62
55	E C 476 (E Noble Ave)	E of Flanner Ave	02/10/22	24-HR	2806	2448	2528	2877	-	3187	11%	7:30 AM	288	99	189	0.09	0.66	4:00 PM	337	175	162	0.11	0.52
56	W C 476	W of CR 616	02/17/22	24-HR	4705	4871	4955	4962	-	5802	17%	7:00 AM	382	264	118	0.07	0.69	4:30 PM	513	186	327	0.09	0.64
57	C 476A (S Jasper St)	2000' S of E C 476	03/15/22	24-HR	623	-	-	611	-	390	-36%	7:45 AM	31	20	11	0.08	0.65	3:45 PM	46	23	23	0.12	0.50
58	C 476B	1500' N of SW 95th Ave	03/15/22	24-HR	2037	1934	1942	1817	-	2299	27%	7:00 AM	195	74	121	0.08	0.62	4:00 PM	291	141	70	0.09	0.67
59	E C 476	500' E of C 476A (S Jasper St)	02/10/22	24-HR	2595	-	-	-	-	2755	-	7:30 AM	255	91	164	0.09	0.64	4:00 PM	290	147	143	0.11	0.51
60	W C 476	500' W of C 575	02/17/22	24-HR	3145	3848	3753	4308	-	5028	17%	9:15 AM	331	167	164	0.07	0.50	4:00 PM	418	168	250	0.08	0.60
61	W C 476	100' W of C 476B	02/17/22	24-HR	4393	4360	4710	4598	-	5905	28%	8:45 AM	388	197	191	0.07	0.51	4:30 PM	490	180	310	0.08	0.63
62	W C 476	100' E of C 476B	02/17/22	24-HR	4897	4227	4353	4192	-	5405	29%	8:30 AM	353	182	171	0.07	0.52	4:30 PM	463	173	290	0.09	0.63
63	W C 476	500' W of CR 603	02/17/22	24-HR	5058	4657	4730	5421	-	5572	3%	7:00 AM	458	286	172	0.08	0.62	4:00 PM	551	223	328	0.10	0.60
64	C 478A	500' W of SR 471	02/17/22	24-HR	756	731	755	680	-	801	18%	7:00 AM	81	57	24	0.10	0.70	5:30 PM	86	34	52	0.11	0.60
65	CR 647	100' N of W C 476	02/17/22	24-HR	-	-	-	-	-	658	-	10:15 AM	47	16	31	0.07	0.66	5:00 PM	60	40	20	0.09	0.67
66	E C 478	1 Mi S of E C 48	02/10/22	24-HR	1124	943	1021	1016	-	1224	20%	6:45 AM	112	64	48	0.09	0.57	4:45 PM	119	38	81	0.10	0.68
67	E C 478	200' E of NE 9th St	03/15/22	24-HR	1779	1584	1596	1539	-	2048	33%	7:15 AM	147	71	76	0.07	0.52	5:00 PM	192	95	97	0.09	0.51
68	C 478A	200' W of CR 755	02/24/22	24-HR	-	-	-	-	-	375	-	6:45 AM	37	13	24	0.10	0.65	3:15 PM	53	35	18	0.14	0.66
69	CR 614	500' S of W C 476	03/15/22	24-HR	1768	1600	1779	1752	-	685	-61%	7:15 AM	57	42	15	0.08	0.74	4:15 PM	82	30	52	0.12	0.63
70	W C 478	1 Mile E of US 301	02/17/22	24-HR	2662	2109	2092	2146	-	2816	31%	7:15 AM	224	117	107	0.08	0.52	4:00 PM	247	119	128	0.09	0.52
71	E C 48 (N Florida St)	S of E Joe P Strickland Jr Ave	02/10/22	24-HR	4014	3543	3545	3758	-	3626	-4%	8:00 AM	287	200	87	0.08	0.70	4:30 PM	383	164	219	0.11	0.57
72	E C 48	E of S Justice St	02/10/22	24-HR	7189	6475	7150	7721	-	8713	13%	7:45 AM	557	262	405	0.08	0.62	4:15 PM	648	388	460	0.10	0.54
73	E C 48	E of SE 26th Dr	02/10/22	24-HR	5699	5490	5666	5962	-	7301	22%	7:00 AM	577	287	290	0.08	0.50	4:15 PM	654	308	346	0.09	0.53
74	W C 48	W of CR 625	02/17/22	24-HR	4494	4167	4222	4153	-	5671	37%	10:45 AM	365	207	158	0.06	0.57	1:30 PM	497	283	214	0.09	0.57
75	E C 48	500' W of CR 747	02/10/22	24-HR	6857	6162	6667	7088	-	8341	18%	7:00 AM	641	249	392	0.08	0.61	4:00 PM	791	339	452	0.09	0.57
76	E C 48	300' E of CR 747	02/10/22	24-HR	5673	5172	5767	6024	-	7340	22%	7:00 AM	571	255	316	0.08	0.55	4:15 PM	646	310	336	0.09	0.52
77	E C 48	300' W of Old RR Tracks (W Jefferson St)	02/10/22	24-HR	6084	5709	6051	6211	-	8608	39%	6:30 AM	653	338	315	0.08	0.52	4:15 PM	731	350	381	0.08	0.52
78	E C 48	500' W of CR 702	02/10/22	24-HR	3825	4221	4023	3775	-	5600	48%	7:00 AM	479	290	189	0.09	0.61	4:00 PM	473	174	299	0.08	0.63
79	E C 48	50' NE of CR 558	02/10/22	24-HR	2775	3105	4303	3422	-	4221	23%	6:45 AM	353	222	131	0.08	0.63	4:45 PM	349	118	231	0.08	0.66
80	W C 48	100' W of C 575	02/17/22	24-HR	3970	3864	3792	3458	-	4814	39%	10:45 AM	336	179	157	0.07	0.53	4:30 PM	397	158	239	0.08	0.60
81	W C 48	400' W of CR 616	02/17/22	24-HR	5632	5344	5407	5778	-	6286	9%	10:45 AM	451	249	202	0.07	0.55	4:15 PM	551	231	320	0.09	0.58
82	W C 48	150' E of CR 313	02/17/22	24-HR	8657	11082	10439	12396	-	18941	53%	11:00 AM	1221	607	614	0.06	0.50	1:30 PM	1269	641	628	0.07	0.51
83	C 575	1.5 Mi S of W C 48	02/17/22	24-HR	632	581	690	639	-	836	31%	7:00 AM	62	32	30	0.07	0.52	4:15 PM	79	36	43	0.09	0.54
84	C 575	300' N of W C 476	02/17/22	24-HR	-	-	-	-	-	1053	-	7:45 AM	77	24	53	0.07	0.69	12:30 PM	103	42	61	0.10	0.59
85	Canal St	200' S of Odell Cir (North End)	01/20/22	24-HR	8103	6839	5629	7158	-	6251	-13%	11:00 AM	577	298	279	0.09	0.52	1:15 PM	619	287	332	0.10	0.54
86	Canal St	200' N of Odell Cir (South End)	02/03/22	24-HR	5298	4767	5199	5049	-	4881	-3%	11:00 AM	453	230	223	0.09	0.51	12:45 PM	468	235	233	0.10	0.50
87	Canal St	200' S of Odell Cir (South End)	02/03/22	24-HR	4211	3684	3571	3582	-	4010	-12%	10:30 AM	378	196	182	0.09	0.52	12:00 PM	416	214	202	0.10	0.51
88	Charlotte Ct	N of Hillsborough Trl	02/03/22	24-HR	2915	3056	3218	3710	-	3349	-10%	10:45 AM	322	147	175	0.10	0.54	12:00 PM	334	153	181	0.10	0.54
89	CR 100	150' S of E C 466	01/13/22	24-HR	1575	1874	2080	2478	-	3362	36%	7:00 AM	285	188	97	0.08	0.66	3:15 PM	299	137	162	0.09	0.54
90	CR 101	100' S of Woodridge Dr	01/13/22	24-HR	7814	7448	7772	8107	-	7098	-12%	7:00 AM	573	152	421	0.08	0.73	2:30 PM	693	376	317	0.10	0.54
91	CR 101	600' N of Woodridge Dr	01/13/22	24-HR	4282	3861	4198	4656	-	4597	-1%	7:00 AM	527	148	379	0.11	0.72	4:45 PM	462	316	146	0.10	0.68
92	CR 102	W of CR 103	01/13/22	24-HR	1156	1076	1324	1440	-	1256	-13%	7:00 AM	198	149	49	0.16	0.75	4:30 PM	122	33	89	0.10	0.73
93	CR 103	200' N of Woodridge Dr	01/13/22	24-HR	3516	3422	3720	3873	-	3938	2%	6:45 AM	427	139	288	0.11	0.67	2:45 PM	371	192	179	0.09	0.52
94	CR 104	W of CR 103	01/13/22	24-HR	2655	2437	2928	3387	-	3208	-5%	7:00 AM	439	350	89	0.14	0.80	4:45 PM	350	108	242	0.11	0.69
95	CR 117	100' South of C 472	01/20/22	24-HR	-	-	-	-	-	2964	-	7:00 AM	288	133	155	0.10	0.54	4:45 PM	303	156	147	0.10	0.51
96	CR 121	S of CR 128	01/20/22	24-HR	3085	2772	3366	3583	-	4174	16%	7:15 AM	378	89	289	0.09	0.76	4:30 PM	412	257	155	0.10	0.62
97	CR 139 (Powell Rd)	S of C 466A	01/27/22	24-HR	10599	11485	13419	15097	-	17456	16%	11:00 AM	1428	774	854	0.08	0.54	4:30 PM	1535	938	597	0.09	0.61
98	C 139 (Powell Rd)	N of SR 44	02/10/22	24-HR	9551	9937	10667	12273	-	12446	1%	11:00 AM	1102	491	611	0.09	0.55	3:45 PM	1111	482	629	0.09	0.57
99	CR 156	E of CR 181	01/27/22	24-HR	-	-	-	-	-	1396	-	7:15 AM	138	104	34	0.10	0.75	4:45 PM	116	59	57	0.08	0.51
100	CR 209	S of E C 466	01/27/22	24-HR	-	-	-	-	-	2491	-	7:00 AM	219	76	143	0.09	0.65	5:00 PM	486	266	220	0.20	0.55
101	CR 209	N of CR 222	01/27/22	24-HR	-	-	-	-	-	1363	-	7:00 AM	157	71	86	0.12	0.55	4:45 PM	189	109	80	0.14	0.58

Sumter County Annual Traffic Counts

2022 Volumes Summary

Sunter County Annual Traffic Counts

Station ID	Street	Location Description	Start Date	Duration	Yearly ADT					ADT (+/-) Change	A.M. Peak Hour				P.M. Peak Hour			
											Time		Total		Time		Total	
					2017	2018	2019	2020	2021	2022	6:30 AM	7:00 AM	7:30 AM	8:00 AM	8:30 AM	9:00 AM	9:30 AM	10:00 AM
102	CR 209	S of E C 462	01/27/22	24-HR	-	-	-	-	-	610	22	31	53	22	31	53	22	31
103	CR 209	300' N of E C 466	01/27/22	24-HR	-	-	-	-	-	1272	38	80	118	38	80	118	38	80
104	CR 213	S of C 44A	01/27/22	24-HR	-	-	-	-	-	505	18	20	38	18	20	38	18	20
105	CR 229	300' N of E SR 44	01/27/22	24-HR	-	-	-	-	-	4654	138	190	328	138	190	328	138	190
106	CR 229	1000' N of E C 462	01/27/22	24-HR	-	-	-	-	-	3893	139	159	298	139	159	298	139	159
107	CR 237	300' S of C 466	01/27/22	24-HR	-	-	-	-	-	560	19	46	65	19	46	65	19	46
108	Marsh Bend Trl	780' S of Warm Springs Ave	03/15/22	24-HR	4070	5444	6291	7295	-	11703	964	527	964	527	437	964	516	474
109	Marsh Bend Trl	200' N of CR 500	02/10/22	24-HR	-	-	-	-	-	6079	541	254	541	254	287	541	254	287
110	CR 567	300' N of E C 48	02/10/22	24-HR	-	-	-	-	-	275	17	9	26	17	9	26	17	9
111	CR 616	200' S of W C 48	02/17/22	24-HR	4054	4253	4388	4517	-	5016	179	161	340	179	161	340	179	161
112	CR 625	S of W C 48	02/17/22	24-HR	-	-	-	-	-	362	12	23	35	12	23	35	12	23
113	CR 673	400' E of I 75	03/15/22	24-HR	2025	1940	2236	2197	-	3508	266	136	266	136	130	266	130	168
114	CR 673	1000' E of CR 674	03/15/22	24-HR	1727	1604	2198	1687	-	2532	175	96	175	96	79	175	103	125
115	CR 674	200' N of CR 673	02/17/22	24-HR	-	-	-	-	-	285	24	11	24	11	13	24	11	13
116	CR 683D	200' S of CR 673	02/24/22	24-HR	-	-	-	-	-	1078	74	53	74	53	21	74	53	29
117	CR 707	300' E of CR 721	02/24/22	24-HR	-	-	-	-	-	329	33	15	33	15	18	33	15	17
118	CR 721	300' E of SR 471	02/24/22	24-HR	729	710	912	748	-	696	66	21	66	21	45	66	21	40
119	N CR 416	100' S of N C 470	01/27/22	24-HR	-	-	-	-	-	330	24	9	24	9	15	24	9	15
120	CR 727	300' N of SR 50	02/24/22	24-HR	-	-	-	-	-	245	3	16	61	3	16	61	3	19
121	CR 728	E of C 469	02/10/22	24-HR	-	-	-	-	-	611	21	40	61	21	40	61	21	31
122	CR 733	200' N of E C 478	02/17/22	24-HR	-	-	-	-	-	369	97	77	97	77	20	97	77	66
123	CR 747	300' N of CR 730	02/17/22	24-HR	1274	1210	1395	1587	-	1248	226	116	226	116	110	226	104	65
124	CR 747	300' S of CR 730	02/17/22	24-HR	704	634	894	638	-	718	63	37	63	37	26	63	37	25
125	El Camino Real	200' W of N Morse Blvd	01/13/22	24-HR	13488	13204	13320	13526	-	11224	1010	545	1010	545	465	1010	545	433
126	El Camino Real	200' E of Buenos Aires Blvd	01/13/22	24-HR	12879	12977	13472	12947	-	11556	1039	510	1039	510	529	1039	510	488
127	El Camino Real	200' W of Buenos Aires Blvd	01/13/22	24-HR	19131	18177	18945	18544	-	16992	1537	794	1537	794	743	1537	794	807
128	El Camino Real	300' E of N Buena Vista Blvd	01/13/22	24-HR	16998	17058	17265	16953	-	15151	1433	680	1433	680	753	1433	680	770
129	Hillsborough Trl	E of S Buena Vista Blvd	02/24/22	24-HR	7989	7404	7673	6889	-	12224	1107	543	1107	543	564	1107	543	507
130	Hillsborough Trl	W of Morse Blvd	02/03/22	24-HR	-	-	-	-	-	7338	675	343	675	343	332	675	343	310
131	Marsh Bend Trl	100' W of Fenney Wy	02/10/22	24-HR	-	-	-	-	-	7639	707	365	707	365	342	707	365	340
132	Morse Blvd	S of Pinellas Pl	02/03/22	24-HR	10385	12054	13007	13318	-	16973	1556	841	1556	841	715	1556	841	780
133	Morse Blvd	N of Pinellas Pl	02/03/22	24-HR	16983	16677	16307	16420	-	17949	1668	895	1668	895	773	1668	895	825
134	N Buena Vista Blvd	S of El Camino Real/Glenview Rd	01/13/22	24-HR	20955	20768	21462	20939	-	19234	1830	906	1830	906	924	1830	906	888
135	N Buena Vista Blvd	400' N of E C 466	01/13/22	24-HR	19664	19148	19270	20490	-	17841	1690	811	1690	811	879	1690	811	855
136	N Buena Vista Blvd	300' N of El Camino Real	01/13/22	24-HR	15816	15327	15599	15979	-	14555	1396	678	1396	678	718	1396	678	666
137	N Morse Blvd	150' N of E C 466 Gate	01/13/22	24-HR	19506	20625	19951	20394	-	16966	1574	846	1574	846	728	1574	846	782
138	N Morse Blvd	300' W of El Camino Real	01/13/22	24-HR	12551	11369	11368	11474	-	10280	955	545	955	545	410	955	545	502
139	Odell Cir	200' E of S Buena Vista Blvd (North End)	01/20/22	24-HR	3704	5129	4909	4783	-	4669	474	234	474	234	240	474	234	268
140	Odell Cir	200' W of Morse Blvd (North End)	01/20/22	24-HR	5997	5561	4993	4933	-	5173	510	287	510	287	223	510	287	256
141	Odell Cir	200' E of Morse Blvd (North End)	01/20/22	24-HR	6773	6483	5866	5642	-	6191	604	252	604	252	352	604	252	352
142	Odell Cir	200' W of Morse Blvd (South End)	02/03/22	24-HR	4669	7099	6664	7113	-	7857	855	450	855	450	405	855	450	441
143	Odell Cir	200' E of Canal St (South End)	02/03/22	24-HR	7302	6887	6734	6059	-	7015	706	366	706	366	340	706	366	366
144	Odell Cir	200' W of Canal St (South End)	02/03/22	24-HR	7538	6369	5630	5635	-	6792	708	357	708	357	351	708	357	346
145	Odell Cir	200' E of S Buena Vista Blvd (South End)	02/03/22	24-HR	6210	6297	6186	6591	-	6500	658	317	658	317	341	658	317	296
146	Odell Cir	NE of Morse Blvd (South End)	02/03/22	24-HR	8624	9556	9051	9785	-	11040	1145	598	1145	598	547	1145	598	574
147	Parr Dr	E of Belvedere Dr	01/13/22	24-HR	4470	4242	4319	4447	-	3876	381	182	381	182	199	381	182	195
148	Pennecamp Dr	N of St Charles Pl	01/20/22	24-HR	4944	4539	4230	3790	-	4706	399	205	399	205	194	399	205	240
149	Pinellas Pl	E of S Buena Vista Blvd	02/03/22	24-HR	7873	8099	8272	8187	-	9148	888	443	888	443	445	888	443	494
150	Pinellas Pl	600' W of Morse Blvd	02/03/22	24-HR	-	-	-	-	-	12534	1186	590	1186	590	596	1186	590	594
151	Rio Grande Ave	200' E of N Morse Blvd	01/13/22	24-HR	9218	8501	8473	7932	-	7804	775	384	775	384	391	775	384	418
152	S Buena Vista Blvd	S of C 466A	02/03/22	24-HR	13066	12804	12447	12455	-	13948	1268	630	1268	630	638	1268	630	706

Sunter County Annual Traffic Counts

2022 Volumes Summary

Sumter County Annual Traffic Counts

Station ID	Street	Location Description	Start Date	Duration	Yearly ADT					ADT (+/-) Change	A.M. Peak Hour				P.M. Peak Hour								
					2017	2018	2019	2020	2021		2022	Time	Total	NB/EB	SB/WB	K	D	Time	Total	NB/EB	SB/WB	K	D
153	S Buena Vista Blvd	N of E SR 44	02/03/22	24-HR	4565	4332	4822	6048	-	6714	11%	10:30 AM	589	261	328	0.09	0.56	12:00 PM	596	258	338	0.09	0.57
154	Morse Blvd	S of Kristine Wy	02/10/22	24-HR	-	8776	9949	13347	-	16624	25%	11:00 AM	1468	739	729	0.09	0.50	12:00 PM	1506	734	772	0.09	0.51
155	Morse Blvd	S of Hillsborough Trl	02/03/22	24-HR	-	12839	13949	15291	-	19101	25%	11:00 AM	1715	904	811	0.09	0.53	12:30 PM	1755	826	929	0.09	0.53
156	S Buena Vista Blvd	200' S of E C 466	01/13/22	24-HR	18196	17265	17836	17398	-	15658	-10%	11:00 AM	1513	761	752	0.10	0.50	12:00 PM	1454	725	729	0.09	0.50
157	S Buena Vista Blvd	200' S of Bailey Trl (North End)	01/13/22	24-HR	13357	13389	14224	13320	-	13597	2%	11:00 AM	1245	606	639	0.09	0.51	12:00 PM	1385	683	702	0.10	0.51
158	S Buena Vista Blvd	300' S of Turtle Mound Path	02/03/22	24-HR	19610	20460	21147	22107	-	22158	0%	11:00 AM	2057	996	1061	0.09	0.52	12:00 PM	2134	1014	1120	0.10	0.52
159	Morse Blvd	200' S of Mariposa Wy	01/13/22	24-HR	30997	26851	26685	27188	-	23474	-14%	11:00 AM	2081	1097	984	0.09	0.53	1:45 PM	2187	1105	1082	0.09	0.51
160	Morse Blvd	200' S of Stillwater Trl	01/20/22	24-HR	17206	16197	16467	15249	-	15312	0%	11:00 AM	1329	691	638	0.09	0.52	12:00 PM	1391	745	646	0.09	0.54
161	Morse Blvd	200' S of Bonita Blvd	02/03/22	24-HR	13533	14121	14473	14411	-	15263	6%	11:00 AM	1413	708	705	0.09	0.50	12:00 PM	1450	721	729	0.10	0.50
162	S Buena Vista Blvd	200' S of Laurel Manor Dr	01/13/22	24-HR	-	-	-	-	-	18301	-	11:00 AM	1793	898	895	0.10	0.50	12:00 PM	1728	914	814	0.09	0.53
163	S Buena Vista Blvd	200' N of Belvedere Blvd	01/20/22	24-HR	19963	19540	20031	18764	-	18280	-3%	11:00 AM	1658	822	836	0.09	0.50	12:00 PM	1800	955	845	0.10	0.53
164	S Buena Vista Blvd	200' S of Belvedere Blvd	01/20/22	24-HR	20798	19748	20360	19229	-	18780	-2%	11:00 AM	1668	801	867	0.09	0.52	12:00 PM	1836	940	896	0.10	0.51
165	S Buena Vista Blvd	200' S of Rainey Trl	01/20/22	24-HR	23793	22279	22645	22358	-	20459	-8%	11:00 AM	1804	836	968	0.09	0.54	12:00 PM	1986	988	998	0.10	0.50
166	S Buena Vista Blvd	200' N of Stillwater Trl	01/20/22	24-HR	19230	18261	18964	17541	-	17165	-3%	10:45 AM	1574	766	808	0.09	0.51	12:00 PM	1765	856	909	0.10	0.52
167	S Buena Vista Blvd	300' S of Stillwater Trl	01/20/22	24-HR	24156	22996	23446	21900	-	21217	-2%	11:00 AM	1940	948	992	0.09	0.51	12:00 PM	2104	1033	1071	0.10	0.51
168	S Buena Vista Blvd	1320' S of St Charles Pl	01/20/22	24-HR	11926	12029	12758	12328	-	12583	2%	11:00 AM	1144	565	579	0.09	0.51	12:00 PM	1257	617	640	0.10	0.51
169	S Buena Vista Blvd	300' S of Bailey Trl (South End)	02/03/22	24-HR	13908	14228	15270	14542	-	15651	8%	11:00 AM	1423	682	741	0.09	0.52	12:00 PM	1508	735	773	0.10	0.51
170	Morse Blvd	200' S of Odell Cir (North End)	01/20/22	24-HR	12408	12588	12800	12315	-	12929	5%	11:00 AM	1114	561	553	0.09	0.50	12:45 PM	1159	609	550	0.09	0.53
171	Morse Blvd	200' S of Odell Cir (South End)	02/03/22	24-HR	20683	22417	22470	23061	-	23375	1%	10:45 AM	2152	1060	1092	0.09	0.51	12:00 PM	2208	1080	1128	0.09	0.51
172	Southern Tree	300' W of Buena Vista Blvd	01/13/22	24-HR	-	-	-	-	-	5995	-	11:00 AM	643	331	312	0.11	0.51	12:15 PM	621	318	303	0.10	0.51
173	W C 48	E of SW 20th Dr	02/17/22	24-HR	-	14509	16596	17375	-	17514	1%	11:00 AM	1272	610	662	0.07	0.52	4:15 PM	1346	650	696	0.08	0.52
174	W C 48	E of N Wall St	02/17/22	24-HR	-	11714	13022	12900	-	13215	2%	11:00 AM	1097	511	586	0.08	0.53	4:15 PM	1132	578	554	0.09	0.51
175	W C 48	N of W Dade Ave	02/17/22	24-HR	-	-	-	-	-	12551	-	11:00 AM	967	511	456	0.08	0.53	4:15 PM	1077	450	627	0.09	0.58
176	St Charles Pl	W of Bailey Trl	01/20/22	24-HR	9766	8792	8397	8185	-	8132	-1%	11:00 AM	764	410	354	0.09	0.54	12:00 PM	866	463	403	0.11	0.53
177	St Charles Pl	W of Buena Vista Blvd (North End)	01/20/22	24-HR	4794	4464	4520	4491	-	4638	3%	11:00 AM	450	240	210	0.10	0.53	12:15 PM	523	264	259	0.11	0.50
178	St Charles Pl	NW of S Buena Vista Blvd (South End)	02/03/22	24-HR	10887	10238	10843	10858	-	11586	7%	11:00 AM	1110	561	549	0.10	0.51	12:00 PM	1146	627	519	0.10	0.55
179	Stillwater Trl	200' E of S Buena Vista Blvd	01/20/22	24-HR	12433	11600	11678	11298	-	10322	-9%	11:00 AM	959	485	474	0.09	0.51	12:00 PM	975	459	516	0.09	0.53
180	Stillwater Trl	200' W of Morse Blvd	01/20/22	24-HR	12399	11169	11306	11061	-	10488	-5%	11:00 AM	925	473	452	0.09	0.51	1:00 PM	998	459	539	0.10	0.54
181	Stillwater Trl	200' E of Morse Blvd	01/20/22	24-HR	4457	5549	4961	4857	-	5533	14%	10:45 AM	554	268	286	0.10	0.52	12:00 PM	547	294	253	0.10	0.54
182	Talley Ridge Dr	W of Buena Vista Blvd	01/12/22	24-HR	3244	3778	4242	3585	-	3958	10%	10:30 AM	392	214	178	0.10	0.55	12:15 PM	417	242	175	0.11	0.58
183	Tamarind Grove Run	W of St Charles Pl	01/20/22	24-HR	2806	3448	3412	3270	-	3339	2%	10:30 AM	316	163	153	0.09	0.52	3:00 PM	312	143	169	0.09	0.57
184	Woodridge Dr	E of CR 101	01/13/22	24-HR	-	5906	4394	5871	-	4177	-29%	11:00 AM	448	229	219	0.11	0.51	2:30 PM	443	253	190	0.11	0.54

**Generalized Peak Hour Directional Volumes for Florida's
Urbanized Areas¹**

12/18/12

INTERRUPTED FLOW FACILITIES						UNINTERRUPTED FLOW FACILITIES					
STATE SIGNALIZED ARTERIALS						FREEWAYS					
Class I (40 mph or higher posted speed limit)						Freeway Adjustments					
Lanes	Median	B	C	D	E	Auxiliary Lane + 1,000		Ramp Metering + 5%			
1	Undivided	*	830	880	**						
2	Divided	*	1,910	2,000	**						
3	Divided	*	2,940	3,020	**						
4	Divided	*	3,970	4,040	**						
Class II (35 mph or slower posted speed limit)											
Lanes	Median	B	C	D	E						
1	Undivided	*	370	750	800						
2	Divided	*	730	1,630	1,700						
3	Divided	*	1,170	2,520	2,560						
4	Divided	*	1,610	3,390	3,420						
Non-State Signalized Roadway Adjustments											
(Alter corresponding state volumes by the indicated percent.)											
Non-State Signalized Roadways - 10%											
Median & Turn Lane Adjustments											
Lanes	Median	Exclusive Left Lanes	Exclusive Right Lanes	Adjustment Factors							
1	Divided	Yes	No	+5%							
1	Undivided	No	No	-20%							
Multi	Undivided	Yes	No	-5%							
Multi	Undivided	No	No	-25%							
—	—	—	Yes	+ 5%							
One-Way Facility Adjustment											
Multiply the corresponding directional volumes in this table by 1.2											

UNINTERRUPTED FLOW HIGHWAYS					
Lanes	Median	B	C	D	E
1	Undivided	420	840	1,190	1,640
2	Divided	1,810	2,560	3,240	3,590
3	Divided	2,720	3,840	4,860	5,380
Uninterrupted Flow Highway Adjustments					
Lanes	Median	Exclusive left lanes	Adjustment factors		
1	Divided	Yes	+5%		
Multi	Undivided	Yes	-5%		
Multi	Undivided	No	-25%		

BICYCLE MODE²

(Multiply motorized vehicle volumes shown below by number of directional roadway lanes to determine two-way maximum service volumes.)

Paved Shoulder/Bicycle	B	C	D	E
Lane Coverage				
0-49%	*	150	390	1,000
50-84%	110	340	1,000	>1,000
85-100%	470	1,000	>1,000	**

PEDESTRIAN MODE²

(Multiply motorized vehicle volumes shown below by number of directional roadway lanes to determine two-way maximum service volumes.)

Sidewalk Coverage	B	C	D	E
0-49%	*	*	140	480
50-84%	*	80	440	800
85-100%	200	540	880	>1,000

BUS MODE (Scheduled Fixed Route)³

(Buses in peak hour in peak direction)

Sidewalk Coverage	B	C	D	E
0-84%	> 5	≥ 4	≥ 3	≥ 2
85-100%	> 4	≥ 3	≥ 2	≥ 1

¹Values shown are presented as peak hour directional volumes for levels of service and are for the automobile/truck modes unless specifically stated. This table does not constitute a standard and should be used only for general planning applications. The computer models from which this table is derived should be used for more specific planning applications. The table and deriving computer models should not be used for corridor or intersection design, where more refined techniques exist. Calculations are based on planning applications of the Highway Capacity Manual and the Transit Capacity and Quality of Service Manual.

² Level of service for the bicycle and pedestrian modes in this table is based on number of motorized vehicles, not number of bicyclists or pedestrians using the facility.

³ Buses per hour shown are only for the peak hour in the single direction of the higher traffic flow.

* Cannot be achieved using table input value defaults.

** Not applicable for that level of service letter grade. For the automobile mode, volumes greater than level of service D become F because intersection capacities have been reached. For the bicycle mode, the level of service letter grade (including F) is not achievable because there is no maximum vehicle volume threshold using table input value defaults.

Source:
Florida Department of Transportation
Systems Planning Office
www.dot.state.fl.us/planning/systems/sm/los/default.shtm

TABLE 7
(continued)

Generalized **Peak Hour Directional** Volumes for Florida's
Urbanized Areas

12/18/12

INPUT VALUE ASSUMPTIONS	Uninterrupted Flow Facilities			Interrupted Flow Facilities					
				State Arterials			Class I		
	Freeways	Highways		Class I	Class II		Bicycle	Pedestrian	
ROADWAY CHARACTERISTICS									
Area type (lu, u)	lu	u	u	u	u	u	u	u	u
Number of through lanes (both dir.)	4-12	2	4-6	2	4-8	2	4-8	4	4
Posted speed (mph)	70	50	50	45	50	30	30	45	45
Free flow speed (mph)	75	55	55	50	55	35	35	50	50
Auxiliary lanes (n,y)	n								
Median (n, nr, r)		n	r	n	r	n	r	r	r
Terrain (l,r)	l	l	l	l	l	l	l	l	l
% no passing zone		80							
Exclusive left turn lane impact (n, y)		[n]	y	y	y	y	y	y	y
Exclusive right turn lanes (n, y)				n	n	n	n	n	n
Facility length (mi)	4	5	5	2	2	1.9	1.8	2	2
Number of basic segments	4								
TRAFFIC CHARACTERISTICS									
Planning analysis hour factor (K)	0.090	0.090	0.090	0.090	0.090	0.090	0.090	0.090	0.090
Directional distribution factor (D)	0.547	0.550	0.550	0.550	0.560	0.565	0.560	0.565	0.565
Peak hour factor (PHF)	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Base saturation flow rate (pcphpl)		1,700	2,100	1,950	1,950	1,950	1,950	1,950	1,950
Heavy vehicle percent	4.0	2.0	2.0	1.0	1.0	1.0	1.0	2.5	2.0
Local adjustment factor	0.91	0.97	0.98						
% left turns				12	12	12	12	12	12
% right turns				12	12	12	12	12	12
CONTROL CHARACTERISTICS									
Number of signals				4	4	10	10	4	6
Arrival type (1-6)				3	3	4	4	4	4
Signal type (a, c, p)				c	c	c	c	c	c
Cycle length (C)				120	150	120	120	120	120
Effective green ratio (g/C)				0.44	0.45	0.44	0.44	0.44	0.44
MULTIMODAL CHARACTERISTICS									
Paved shoulder/bicycle lane (n, y)								n, 50%, y	n
Outside lane width (n, t, w)								t	t
Pavement condition (d, t, w)								t	
On-street parking (n, y)								n	n
Sidewalk (n, y)									n, 50%, y
Sidewalk/roadway separation (a, t, w)									t
Sidewalk protective barrier (n, y)									n
LEVEL OF SERVICE THRESHOLDS									
Level of Service	Freeways	Highways		Arterials		Bicycle	Ped	Bus	
	Density	Two-Lane	Multilane	Class I	Class II	Score	Score	Buses/hr.	
		%ffs	Density	ats	ats				
B	≤ 17	> 83.3	≤ 17	> 31 mph	> 22 mph	≤ 2.75	≤ 2.75	≤ 6	
C	≤ 24	> 75.0	≤ 24	> 23 mph	> 17 mph	≤ 3.50	≤ 3.50	≤ 4	
D	≤ 31	> 66.7	≤ 31	> 18 mph	> 13 mph	≤ 4.25	≤ 4.25	< 3	
E	≤ 39	> 58.3	≤ 35	> 15 mph	> 10 mph	≤ 5.00	≤ 5.00	< 2	

% ffs = Percent free flow speed ats = Average travel speed

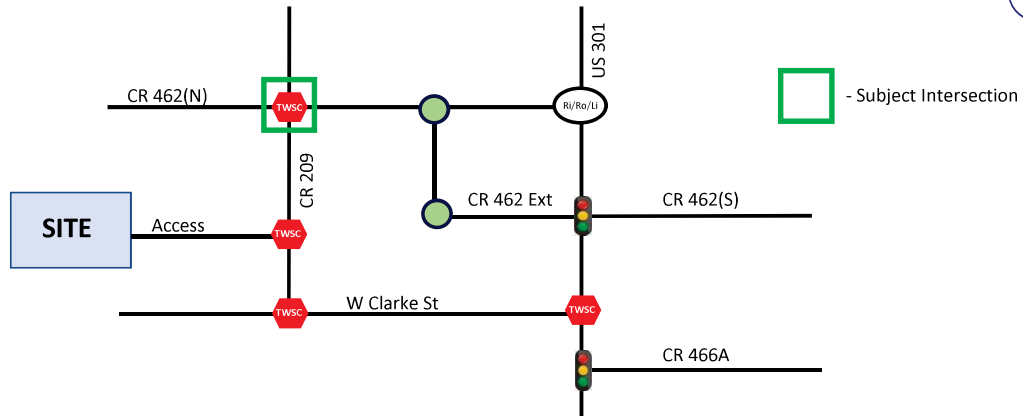
Segment ID	Road Name	FROM	TO	NUMBER OF LANES	AREA TYPE	MAINTAINING AGENCY	JURISDICTION	FUNCTIONAL CLASSIFICATION	FDOT LOS STANDARD	CAPACITY	LOS	EVACUATION ROUTE	LOS CODE	PEAK HOUR DIRECTION CAPACITIES							2014/15 LEVEL OF SERVICE				
														A	B	C	D	E	ADIT	PM HOV 3+ ADIT	EB/AB	V/C RATIO	LOS	WB/AB	V/C RATIO
1	BRENA VISTA BLVD (N)	BAILEY FRI	SUNSET RIDDER DR	2U	U	COUNTY	UNINCORPORATED SMITH COUNTY	COLLECTOR	D	675	N	21C	0	0	333	675	720	10,420	1,199	634	0.94	D	564	0.84	D
2	BAILEY FRI	ST CHARLES PI (E)	ST CHARLES PI (E)	2U	U	COUNTY	UNINCORPORATED SMITH COUNTY	COLLECTOR	D	675	N	21C	0	0	333	675	720	3,636	674	472	0.70	D	11	0.02	C
3	BAILEY FRI	BASSINGER CT	BRENA VISTA BLVD (S)	2U	U	COUNTY	UNINCORPORATED SMITH COUNTY	COLLECTOR	D	675	N	21C	0	0	333	675	720	4,303	526	268	0.40	C	258	0.38	C
4	BRENA VISTA BLVD	CHURCHILL DOWNS	CHURCHILL DOWNS	2U	U	COUNTY	UNINCORPORATED SMITH COUNTY	MAJOR COLLECTOR	D	792	N	3U,4M	0	0	347	792	792	9,456	1,159	571	0.66	C	638	0.81	C
5	BRENA VISTA BLVD	CHURCHILL DOWNS	BRENA VISTA BLVD	2U	U	COUNTY	UNINCORPORATED SMITH COUNTY	MAJOR COLLECTOR	D	675	N	21C	0	0	333	675	720	3,636	674	472	0.70	D	11	0.02	C
6	BRENA VISTA BLVD	CHURCHILL DOWNS	CHURCHILL DOWNS	2U	U	COUNTY	UNINCORPORATED SMITH COUNTY	MAJOR COLLECTOR	D	675	N	21C	0	0	333	675	720	3,636	674	472	0.70	D	11	0.02	C
7	BRENA VISTA BLVD	CHURCHILL DOWNS	CHURCHILL DOWNS	2U	U	COUNTY	UNINCORPORATED SMITH COUNTY	MAJOR COLLECTOR	D	675	N	21C	0	0	333	675	720	3,636	674	472	0.70	D	11	0.02	C
8	BRENA VISTA BLVD	CHURCHILL DOWNS	CHURCHILL DOWNS	2U	U	COUNTY	UNINCORPORATED SMITH COUNTY	MAJOR COLLECTOR	D	675	N	21C	0	0	333	675	720	3,636	674	472	0.70	D	11	0.02	C
9	BRENA VISTA BLVD	CHURCHILL DOWNS	CHURCHILL DOWNS	2U	U	COUNTY	UNINCORPORATED SMITH COUNTY	MAJOR COLLECTOR	D	675	N	21C	0	0	333	675	720	3,636	674	472	0.70	D	11	0.02	C
10	BRENA VISTA BLVD	CHURCHILL DOWNS	CHURCHILL DOWNS	2U	U	COUNTY	UNINCORPORATED SMITH COUNTY	MAJOR COLLECTOR	D	675	N	21C	0	0	333	675	720	3,636	674	472	0.70	D	11	0.02	C
11	BRENA VISTA BLVD	CHURCHILL DOWNS	CHURCHILL DOWNS	2U	U	COUNTY	UNINCORPORATED SMITH COUNTY	MAJOR COLLECTOR	D	675	N	21C	0	0	333	675	720	3,636	674	472	0.70	D	11	0.02	C
12	BRENA VISTA BLVD	CHURCHILL DOWNS	CHURCHILL DOWNS	2U	U	COUNTY	UNINCORPORATED SMITH COUNTY	MAJOR COLLECTOR	D	675	N	21C	0	0	333	675	720	3,636	674	472	0.70	D	11	0.02	C
13	BRENA VISTA BLVD	CHURCHILL DOWNS	CHURCHILL DOWNS	2U	U	COUNTY	UNINCORPORATED SMITH COUNTY	MAJOR COLLECTOR	D	675	N	21C	0	0	333	675	720	3,636	674	472	0.70	D	11	0.02	C
14	BRENA VISTA BLVD	CHURCHILL DOWNS	CHURCHILL DOWNS	2U	U	COUNTY	UNINCORPORATED SMITH COUNTY	MAJOR COLLECTOR	D	675	N	21C	0	0	333	675	720	3,636	674	472	0.70	D	11	0.02	C
15	BRENA VISTA BLVD	CHURCHILL DOWNS	CHURCHILL DOWNS	2U	U	COUNTY	UNINCORPORATED SMITH COUNTY	MAJOR COLLECTOR	D	675	N	21C	0	0	333	675	720	3,636	674	472	0.70	D	11	0.02	C
16	BRENA VISTA BLVD	CHURCHILL DOWNS	CHURCHILL DOWNS	2U	U	COUNTY	UNINCORPORATED SMITH COUNTY	MAJOR COLLECTOR	D	675	N	21C	0	0	333	675	720	3,636	674	472	0.70	D	11	0.02	C
17	BRENA VISTA BLVD	CHURCHILL DOWNS	CHURCHILL DOWNS	2U	U	COUNTY	UNINCORPORATED SMITH COUNTY	MAJOR COLLECTOR	D	675	N	21C	0	0	333	675	720	3,636	674	472	0.70	D	11	0.02	C
18	BRENA VISTA BLVD	CHURCHILL DOWNS	CHURCHILL DOWNS	2U	U	COUNTY	UNINCORPORATED SMITH COUNTY	MAJOR COLLECTOR	D	675	N	21C	0	0	333	675	720	3,636	674	472	0.70	D	11	0.02	C
19	BRENA VISTA BLVD	CHURCHILL DOWNS	CHURCHILL DOWNS	2U	U	COUNTY	UNINCORPORATED SMITH COUNTY	MAJOR COLLECTOR	D	675	N	21C	0	0	333	675	720	3,636	674	472	0.70	D	11	0.02	C
20	BRENA VISTA BLVD	CHURCHILL DOWNS	CHURCHILL DOWNS	2U	U	COUNTY	UNINCORPORATED SMITH COUNTY	MAJOR COLLECTOR	D	675	N	21C	0	0	333	675	720	3,636	674	472	0.70	D	11	0.02	C
21	BRENA VISTA BLVD	CHURCHILL DOWNS	CHURCHILL DOWNS	2U	U	COUNTY	UNINCORPORATED SMITH COUNTY	MAJOR COLLECTOR	D	675	N	21C	0	0	333	675	720	3,636	674	472	0.70	D	11	0.02	C
22	BRENA VISTA BLVD	CHURCHILL DOWNS	CHURCHILL DOWNS	2U	U	COUNTY	UNINCORPORATED SMITH COUNTY	MAJOR COLLECTOR	D	675	N	21C	0	0	333	675	720	3,636	674	472	0.70	D	11	0.02	C
23	BRENA VISTA BLVD	CHURCHILL DOWNS	CHURCHILL DOWNS	2U	U	COUNTY	UNINCORPORATED SMITH COUNTY	MAJOR COLLECTOR	D	675	N	21C	0	0	333	675	720	3,636	674	472	0.70	D	11	0.02	C
24	BRENA VISTA BLVD	CHURCHILL DOWNS	CHURCHILL DOWNS	2U	U	COUNTY	UNINCORPORATED SMITH COUNTY	MAJOR COLLECTOR	D	675	N	21C	0	0	333	675	720	3,636	674	472	0.70	D	11	0.02	C
25	BRENA VISTA BLVD	CHURCHILL DOWNS	CHURCHILL DOWNS	2U	U	COUNTY	UNINCORPORATED SMITH COUNTY	MAJOR COLLECTOR	D	675	N	21C	0	0	333	675	720	3,636	674	472	0.70	D	11	0.02	C
26	BRENA VISTA BLVD	CHURCHILL DOWNS	CHURCHILL DOWNS	2U	U	COUNTY	UNINCORPORATED SMITH COUNTY	MAJOR COLLECTOR	D	675	N	21C	0	0	333	675	720	3,636	674	472	0.70	D	11	0.02	C
27	BRENA VISTA BLVD	CHURCHILL DOWNS	CHURCHILL DOWNS	2U	U	COUNTY	UNINCORPORATED SMITH COUNTY	MAJOR COLLECTOR	D	675	N	21C	0	0	333	675	720	3,636	674	472	0.70	D	11	0.02	C
28	BRENA VISTA BLVD	CHURCHILL DOWNS	CHURCHILL DOWNS	2U	U	COUNTY	UNINCORPORATED SMITH COUNTY	MAJOR COLLECTOR	D	675	N	21C	0	0	333	675	720	3,636	674	472	0.70	D	11	0.02	C
29	BRENA VISTA BLVD	CHURCHILL DOWNS	CHURCHILL DOWNS	2U	U	COUNTY	UNINCORPORATED SMITH COUNTY	MAJOR COLLECTOR	D	675	N	21C	0	0	333	675	720	3,636	674	472	0.70	D	11	0.02	C
30	BRENA VISTA BLVD	CHURCHILL DOWNS	CHURCHILL DOWNS	2U	U	COUNTY	UNINCORPORATED SMITH COUNTY	MAJOR COLLECTOR	D	675	N	21C	0	0	333	675	720	3,636	674	472	0.70	D	11	0.02	C
31	BRENA VISTA BLVD	CHURCHILL DOWNS	CHURCHILL DOWNS	2U	U	COUNTY	UNINCORPORATED SMITH COUNTY	MAJOR COLLECTOR	D	675	N	21C	0	0	333	675	720	3,636	674	472	0.70	D	11	0.02	C
32	BRENA VISTA BLVD	CHURCHILL DOWNS	CHURCHILL DOWNS	2U	U	COUNTY	UNINCORPORATED SMITH COUNTY	MAJOR COLLECTOR	D	675	N	21C	0	0	333	675	720	3,636	674	472	0.70	D	11	0.02	C
33	BRENA VISTA BLVD	CHURCHILL DOWNS	CHURCHILL DOWNS	2U	U	COUNTY	UNINCORPORATED SMITH COUNTY	MAJOR COLLECTOR	D	675	N	21C	0	0	333	675	720	3,636	674	472	0.70	D	11	0.02	C
34	BRENA VISTA BLVD	CHURCHILL DOWNS	CHURCHILL DOWNS	2U	U	COUNTY	UNINCORPORATED SMITH COUNTY	MAJOR COLLECTOR	D	675	N	21C	0	0	333	675	720	3,636	674	472	0.70	D	11	0.02	C
35	BRENA VISTA BLVD	CHURCHILL DOWNS	CHURCHILL DOWNS	2U	U	COUNTY	UNINCORPORATED SMITH COUNTY	MAJOR COLLECTOR	D	675	N	21C	0	0	333	675	720	3,636	674	472	0.70	D	11	0.02	C
36	BRENA VISTA BLVD	CHURCHILL DOWNS	CHURCHILL DOWNS	2U	U	COUNTY	UNINCORPORATED SMITH COUNTY	MAJOR COLLECTOR	D	675	N	21C	0	0	333	675	720	3,636	674	472	0.70	D	11	0.02	C
37	BRENA VISTA BLVD	CHURCHILL DOWNS	CHURCHILL DOWNS	2U	U	COUNTY	UNINCORPORATED SMITH COUNTY	MAJOR COLLECTOR	D	675	N	21C	0	0	333	675	720	3,636	674	472	0.70	D	11	0.02	C
38	BRENA VISTA BLVD	CHURCHILL DOWNS	CHURCHILL DOWNS	2U	U	COUNTY	UNINCORPORATED SMITH COUNTY	MAJOR COLLECTOR	D	675	N	21C	0	0	333	675	720	3,636	674	472	0.70	D	11	0.02	C
39	BRENA VISTA BLVD	CHURCHILL DOWNS	CHURCHILL DOWNS	2U	U	COUNTY	UNINCORPORATED SMITH COUNTY	MAJOR COLLECTOR	D	675	N	21C	0	0	333	675	720	3,636	674	472	0.70	D	11	0.02	C
40	BRENA VISTA BLVD	CHURCHILL DOWNS	CHURCHILL DOWNS	2U	U	COUNTY	UNINCORPORATED SMITH COUNTY	MAJOR COLLECTOR	D	675	N	21C	0	0	333	675	720	3,636	674	472	0.70	D	11	0.02	C
41	BRENA VISTA BLVD	CHURCHILL DOWNS	CHURCHILL DOWNS	2U	U	COUNTY	UNINCORPORATED SMITH COUNTY	MAJOR COLLECTOR	D	675	N	21C	0	0	333	675	720	3,636	674	472	0.70	D	11	0.02	C
42	BRENA VISTA BLVD	CHURCHILL DOWNS	CHURCHILL DOWNS	2U	U	COUNTY	UNINCORPORATED SMITH COUNTY	MAJOR COLLECTOR	D	675	N	21C	0	0	333	675	720	3,636	674	472	0.70	D	11	0.02	C
43	BRENA VISTA BLVD	CHURCHILL DOWNS	CHURCHILL DOWNS	2U	U	COUNTY	UNINCORPORATED SMITH COUNTY	MAJOR COLLECTOR	D	675	N	21C	0	0	333	675	720	3,636	674	472	0.70	D	11	0.02	C
44	BRENA VISTA BLVD	CHURCHILL DOWNS	CHURCHILL DOWNS	2U	U	COUNTY	UNINCORPORATED SMITH COUNTY	MAJOR COLLECTOR	D	675	N	21C	0	0	333	675	720	3,636	674	472	0.70	D	11	0.02	C
45	BRENA VISTA BLVD	CHURCHILL DOWNS	CHURCHILL DOWNS	2U	U	COUNTY	UNINCORPORATED SMITH COUNTY	MAJOR COLLECTOR	D	675	N	21C	0	0	333	675	720	3,636	674	472	0.70	D	11	0.02	C
46	BRENA VISTA BLVD	CHURCHILL DOWNS	CHURCHILL DOWNS	2U	U	COUNTY	UNINCORPORATED SMITH COUNTY	MAJOR COLLECTOR	D	675	N	21C	0	0	333	675	720	3,636	674	472	0.70	D	11	0.02	C
47	BRENA VISTA BLVD	CHURCHILL DOWNS	CHURCHILL DOWNS	2U	U	COUNTY	UNINCORPORATED SMITH COUNTY	MAJOR COLLECTOR	D	675	N	21C	0	0	333	675	720	3,636	674	472	0.70	D	11	0.02	C
48	BRENA VISTA BLVD	CHURCHILL DOWNS	CHURCHILL DOWNS	2U	U	COUNTY	UNINCORPORATED SMITH COUNTY	MAJOR COLLECTOR	D	675	N	21C	0	0	333	675	720	3,636	674	472	0.70	D	11	0.02	C
49	BRENA VISTA BLVD	CHURCHILL DOWNS	CHURCHILL DOWNS	2U	U	COUNTY	UNINCORPORATED SMITH COUNTY	MAJOR COLLECTOR	D	675	N	21C	0	0	333	675	720	3,636	674	472	0.70	D	11	0.02	C
50	BRENA VISTA BLVD	CHURCHILL DOWNS	CHURCHILL DOWNS	2U	U	COUNTY	UNINCORPORATED SMITH COUNTY	MAJOR COLLECTOR	D	675	N	21C	0	0	333	675	720	3,636	674	472	0.70	D	11	0.02	C
51	BRENA VISTA BLVD	CHURCHILL DOWNS	CHURCHILL DOWNS	2U	U	COUNTY	UNINCORPORATED SMITH COUNTY	MAJOR COLLECTOR	D	675	N	21C	0	0	333	675	720	3,636	674	472	0.70	D	11	0.02	C
52	BRENA VISTA BLVD	CHURCHILL DOWNS	CHURCHILL DOWNS	2U	U	COUNTY	UNINCORPORATED SMITH COUNTY	MAJOR COLLECTOR	D	675	N	21C	0	0	333	675	720	3,636	674	472	0.70	D	11	0.02	C
53	BRENA VISTA BLVD	CHURCHILL DOWNS	CHURCHILL DOWNS	2U	U	COUNTY	UNINCORPORATED SMITH COUNTY	MAJOR COLLECTOR	D	675	N	21C	0	0	333	675	720	3,636	674	472	0.70	D	11	0.02	C
54	BRENA VISTA BLVD	CHURCHILL DOWNS	CHURCHILL DOWNS	2U	U	COUNTY	UNINCORPORATED SMITH COUNTY	MAJOR COLLECTOR	D	675	N	21C	0	0	333	675	720	3,636	674	472	0.70	D	11	0.02	C
55	BRENA VISTA BLVD	CHURCHILL DOWNS	CHURCHILL DOWNS	2U	U	COUNTY	UNINCORPORATED SMITH COUNTY	MAJOR COLLECTOR	D	675	N	21C	0	0	333	675	720	3,636	674	472	0.70	D	11	0.02	C
56	BRENA VISTA BLVD	CHURCHILL DOWNS	CHURCHILL DOWNS	2U	U	COUNTY	UNINCORPORATED SMITH COUNTY	MAJOR COLLECTOR	D	675	N	21C	0	0	333	675	720	3,636	674	472	0.70	D	11	0.02	C
57	BRENA VISTA BLVD	CHURCHILL DOWNS	CHURCHILL DOWNS	2U	U	COUNTY	UNINCORPORATED SMITH COUNTY	MAJOR COLLECTOR	D	675	N	21C	0	0	333	675	720	3,636	674	472	0.70	D	11	0.02	C
58	BRENA VISTA BLVD	CHURCHILL DOW																							

Posted on January 16, 2015

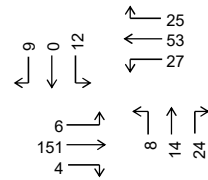
Segment ID	Road Name	FROM	TO	NUMBER OF LANES	AREA TYPE	MAINTAINING AGENCY	JURISDICTION	FUNCTIONAL CLASSIFICATION	FDOT LOS STANDARD CAPACITY	LOS	EVACUATION ROUTE	LOS CODE	204145 LEVEL OF SERVICE												
													A	B	C	D	E	ADMT	PM Peak Hour	V/C RATIO	LOS	WBSS	V/C RATIO	LOS	
SR 478 E	SR 478 E (Virginia Ave)	SR 477	SR 471	2U	U	COUNTY	WEBSTER	COLLECTOR	D	675	N	21C	0	0	333	675	720	1123	128	54	0.08	C	74	0.11	C
SR 478 E	SR 478 E (Virginia Ave)	SR 477	SR 471	2U	U	COUNTY	CENTER HILL	COLLECTOR	D	675	N	21C	0	0	333	675	720	1123	141	75	0.11	C	68	0.10	C
SR 478 E	SR 478 E (Virginia Ave)	SR 477	SR 471	2U	U	COUNTY	WEBSTER	COLLECTOR	D	675	N	21C	0	0	333	675	720	834	81	32	0.05	C	49	0.07	C
SR 478 E	SR 478 E (Virginia Ave)	SR 477	SR 471	2U	U	COUNTY	WEBSTER	COLLECTOR	D	675	N	21C	0	0	333	675	720	834	81	32	0.05	C	49	0.07	C
SR 478 E	SR 478 E (Virginia Ave)	SR 477	SR 471	2U	U	COUNTY	WEBSTER	COLLECTOR	D	675	N	21C	0	0	333	675	720	834	81	32	0.05	C	49	0.07	C
SR 478 E	SR 478 E (Virginia Ave)	SR 477	SR 471	2U	U	COUNTY	WEBSTER	COLLECTOR	D	675	N	21C	0	0	333	675	720	834	81	32	0.05	C	49	0.07	C
SR 478 E	SR 478 E (Virginia Ave)	SR 477	SR 471	2U	U	COUNTY	WEBSTER	COLLECTOR	D	675	N	21C	0	0	333	675	720	834	81	32	0.05	C	49	0.07	C
SR 478 E	SR 478 E (Virginia Ave)	SR 477	SR 471	2U	U	COUNTY	WEBSTER	COLLECTOR	D	675	N	21C	0	0	333	675	720	834	81	32	0.05	C	49	0.07	C
SR 478 E	SR 478 E (Virginia Ave)	SR 477	SR 471	2U	U	COUNTY	WEBSTER	COLLECTOR	D	675	N	21C	0	0	333	675	720	834	81	32	0.05	C	49	0.07	C
SR 478 E	SR 478 E (Virginia Ave)	SR 477	SR 471	2U	U	COUNTY	WEBSTER	COLLECTOR	D	675	N	21C	0	0	333	675	720	834	81	32	0.05	C	49	0.07	C
SR 478 E	SR 478 E (Virginia Ave)	SR 477	SR 471	2U	U	COUNTY	WEBSTER	COLLECTOR	D	675	N	21C	0	0	333	675	720	834	81	32	0.05	C	49	0.07	C
SR 478 E	SR 478 E (Virginia Ave)	SR 477	SR 471	2U	U	COUNTY	WEBSTER	COLLECTOR	D	675	N	21C	0	0	333	675	720	834	81	32	0.05	C	49	0.07	C
SR 478 E	SR 478 E (Virginia Ave)	SR 477	SR 471	2U	U	COUNTY	WEBSTER	COLLECTOR	D	675	N	21C	0	0	333	675	720	834	81	32	0.05	C	49	0.07	C
SR 478 E	SR 478 E (Virginia Ave)	SR 477	SR 471	2U	U	COUNTY	WEBSTER	COLLECTOR	D	675	N	21C	0	0	333	675	720	834	81	32	0.05	C	49	0.07	C
SR 478 E	SR 478 E (Virginia Ave)	SR 477	SR 471	2U	U	COUNTY	WEBSTER	COLLECTOR	D	675	N	21C	0	0	333	675	720	834	81	32	0.05	C	49	0.07	C
SR 478 E	SR 478 E (Virginia Ave)	SR 477	SR 471	2U	U	COUNTY	WEBSTER	COLLECTOR	D	675	N	21C	0	0	333	675	720	834	81	32	0.05	C	49	0.07	C
SR 478 E	SR 478 E (Virginia Ave)	SR 477	SR 471	2U	U	COUNTY	WEBSTER	COLLECTOR	D	675	N	21C	0	0	333	675	720	834	81	32	0.05	C	49	0.07	C
SR 478 E	SR 478 E (Virginia Ave)	SR 477	SR 471	2U	U	COUNTY	WEBSTER	COLLECTOR	D	675	N	21C	0	0	333	675	720	834	81	32	0.05	C	49	0.07	C
SR 478 E	SR 478 E (Virginia Ave)	SR 477	SR 471	2U	U	COUNTY	WEBSTER	COLLECTOR	D	675	N	21C	0	0	333	675	720	834	81	32	0.05	C	49	0.07	C
SR 478 E	SR 478 E (Virginia Ave)	SR 477	SR 471	2U	U	COUNTY	WEBSTER	COLLECTOR	D	675	N	21C	0	0	333	675	720	834	81	32	0.05	C	49	0.07	C
SR 478 E	SR 478 E (Virginia Ave)	SR 477	SR 471	2U	U	COUNTY	WEBSTER	COLLECTOR	D	675	N	21C	0	0	333	675	720	834	81	32	0.05	C	49	0.07	C
SR 478 E	SR 478 E (Virginia Ave)	SR 477	SR 471	2U	U	COUNTY	WEBSTER	COLLECTOR	D	675	N	21C	0	0	333	675	720	834	81	32	0.05	C	49	0.07	C
SR 478 E	SR 478 E (Virginia Ave)	SR 477	SR 471	2U	U	COUNTY	WEBSTER	COLLECTOR	D	675	N	21C	0	0	333	675	720	834	81	32	0.05	C	49	0.07	C
SR 478 E	SR 478 E (Virginia Ave)	SR 477	SR 471	2U	U	COUNTY	WEBSTER	COLLECTOR	D	675	N	21C	0	0	333	675	720	834	81	32	0.05	C	49	0.07	C
SR 478 E	SR 478 E (Virginia Ave)	SR 477	SR 471	2U	U	COUNTY	WEBSTER	COLLECTOR	D	675	N	21C	0	0	333	675	720	834	81	32	0.05	C	49	0.07	C
SR 478 E	SR 478 E (Virginia Ave)	SR 477	SR 471	2U	U	COUNTY	WEBSTER	COLLECTOR	D	675	N	21C	0	0	333	675	720	834	81	32	0.05	C	49	0.07	C
SR 478 E	SR 478 E (Virginia Ave)	SR 477	SR 471	2U	U	COUNTY	WEBSTER	COLLECTOR	D	675	N	21C	0	0	333	675	720	834	81	32	0.05	C	49	0.07	C
SR 478 E	SR 478 E (Virginia Ave)	SR 477	SR 471	2U	U	COUNTY	WEBSTER	COLLECTOR	D	675	N	21C	0	0	333	675	720	834	81	32	0.05	C	49	0.07	C
SR 478 E	SR 478 E (Virginia Ave)	SR 477	SR 471	2U	U	COUNTY	WEBSTER	COLLECTOR	D	675	N	21C	0	0	333	675	720	834	81	32	0.05	C	49	0.07	C
SR 478 E	SR 478 E (Virginia Ave)	SR 477	SR 471	2U	U	COUNTY	WEBSTER	COLLECTOR	D	675	N	21C	0	0	333	675	720	834	81	32	0.05	C	49	0.07	C
SR 478 E	SR 478 E (Virginia Ave)	SR 477	SR 471	2U	U	COUNTY	WEBSTER	COLLECTOR	D	675	N	21C	0	0	333	675	720	834	81	32	0.05	C	49	0.07	C
SR 478 E	SR 478 E (Virginia Ave)	SR 477	SR 471	2U	U	COUNTY	WEBSTER	COLLECTOR	D	675	N	21C	0	0	333	675	720	834	81	32	0.05	C	49	0.07	C
SR 478 E	SR 478 E (Virginia Ave)	SR 477	SR 471	2U	U	COUNTY	WEBSTER	COLLECTOR	D	675	N	21C	0	0	333	675	720	834	81	32	0.05	C	49	0.07	C
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SR 478 E	SR 478 E (Virginia Ave)	SR 477	SR 471	2U	U	COUNTY	WEBSTER	COLLECTOR	D	675	N	21C	0	0	333	675	720	834	81	32	0.05	C	49	0.07	C
SR 478 E	SR 478 E (Virginia Ave)	SR 477	SR 471	2U	U	COUNTY	WEBSTER	COLLECTOR	D	675	N	21C	0	0	333	675	720	834	81	32	0.05	C	49	0.07	C
SR 478 E	SR 478 E (Virginia Ave)	SR 477	SR 471	2U	U	COUNTY	WEBSTER	COLLECTOR	D	675	N	21C	0	0	333	675	720	834	81	32	0.05	C	49	0.07	C
SR 478 E	SR 478 E (Virginia Ave)	SR 477	SR 471	2U	U	COUNTY	WEBSTER	COLLECTOR	D	675	N	21C	0	0	333	675	720	834	81	32	0.05	C	49	0.07	C
SR 478 E	SR 478 E (Virginia Ave)	SR 477	SR 471	2U	U	COUNTY	WEBSTER	COLLECTOR	D	675	N	21C	0	0	333	675	720	834	81	32	0.05	C	49	0.07	C
SR 478 E	SR 478 E (Virginia Ave)	SR 477	SR 471	2U	U	COUNTY	WEBSTER	COLLECTOR	D	675	N	21C	0	0	333	675	720	834	81	32	0.05	C	49	0.07	C
SR 478 E	SR 478 E (Virginia Ave)	SR 477	SR 471	2U	U	COUNTY	WEBSTER	COLLECTOR	D	675	N	21C	0	0	333	675	720	834	81	32	0.05	C	49	0.07	C
SR 478 E	SR 478 E (Virginia Ave)	SR 477	SR 471	2U	U	COUNTY	WEBSTER	COLLECTOR	D	675	N	21C	0	0	333	675	720	834	81	32	0.05	C	49	0.07	C
SR 478 E	SR 478 E (Virginia Ave)	SR 477	SR 471	2U	U	COUNTY	WEBSTER	COLLECTOR	D	675	N	21C	0	0	333	675	720	834	81	32	0.05	C	49	0.07	C
SR 478 E	SR 478 E (Virginia Ave)	SR 477	SR 471	2U	U	COUNTY	WEBSTER	COLLECTOR	D	675	N	21C	0	0	333	675	720	834	81	32	0.05	C	49	0.07	C
SR 478 E	SR 478 E (Virginia Ave)	SR 477	SR 471	2U	U	COUNTY	WEBSTER	COLLECTOR	D	675	N	21C	0	0	333	675	720	834	81	32	0.05	C	49	0.07	C
SR 478 E	SR 478 E (Virginia Ave)	SR 477	SR 471	2U	U	COUNTY	WEBSTER	COLLECTOR	D	675	N	21C	0	0	333	675	720	834	81	32	0.05	C	49	0.07	C
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SR 478 E	SR 478 E (Virginia Ave)	SR 477	SR 471	2U	U	COUNTY	WEBSTER	COLLECTOR	D	675	N	21C	0	0	333	675	720	834	81	32	0.05	C	49	0.07	C
SR 478 E	SR 478 E (Virginia Ave)	SR 477	SR 471	2U	U	COUNTY	WEBSTER	COLLECTOR	D	675	N	21C	0	0	333	675	720	834	81	32	0.05	C	49	0.07	C
SR 478 E	SR 478 E (Virginia Ave)	SR 477	SR 471	2U	U	COUNTY	WEBSTER	COLLECTOR	D	675	N	21C	0	0	333	675	720	834	81	32	0.05	C	49	0.07	C
SR 478 E	SR 478 E (Virginia Ave)	SR 477	SR 471	2U	U	COUNTY	WEBSTER	COLLECTOR	D	675	N	21C	0	0	333	675	720	834	81	32	0.05	C	49	0.07	C
SR 478 E	SR 478 E (Virginia Ave)	SR 477	SR 471	2U	U	COUNTY	WEBSTER	COLLECTOR	D	675	N	21C	0	0	333	675	720	834	81	32	0.05	C	49	0.07	C
SR 478 E	SR 478 E (Virginia Ave)	SR 477	SR 471	2U	U	COUNTY	WEBSTER	COLLECTOR	D	675	N	21C	0	0	333	675	720	834	81	32	0.05	C	49	0.07	C
SR 478 E	SR 478 E (Virginia Ave)	SR 477	SR 471	2U	U	COUNTY	WEBSTER	COLLECTOR	D	675	N	21C	0	0	333	675	720	834	81	32	0.05	C	49	0.07	C
SR 478 E	SR 478 E (Virginia Ave)	SR 477	SR 471	2U	U	COUNTY	WEBSTER	COLLECTOR	D	675	N	21C	0	0	333	675	720	834	81	32	0.05	C	49	0.07	C
SR 478 E	SR 478 E (Virginia Ave)	SR 477	SR 471	2U	U	COUNTY	WEBSTER	COLLECTOR	D	675	N	21C	0	0	333	675	720	834	81	32	0.05	C	49	0.07	C
SR 478 E	SR 478 E (Virginia Ave)	SR 477	SR 471	2U	U	COUNTY	WEBSTER	COLLECTOR	D	675	N	21C	0	0	333	675	720	834	81	32	0.05	C	49	0.07	C
SR 478 E	SR 478 E (Virginia Ave)	SR 477	SR 471	2U	U	COUNTY	WEBSTER	COLLECTOR	D	675	N	21C	0	0	333	675	720	834	81	32	0.05	C	49	0.07	C
SR 478 E	SR 478 E (Virginia Ave)	SR 477	SR 471	2U	U	COUNTY	WEBSTER	COLLECTOR	D	675	N	21C	0	0	333	675	720	834	81	32	0.05	C	49	0.07	C
SR 478 E	SR 478 E (Virginia Ave)	SR 477	SR 471	2U	U	COUNTY	WEBSTER	COLLECTOR	D	675	N	21C	0	0	333	675	720	834							

Appendix D: Traffic Volumes

**Intx 1: CR 462 (N) & CR 209
AM Peak Hour**

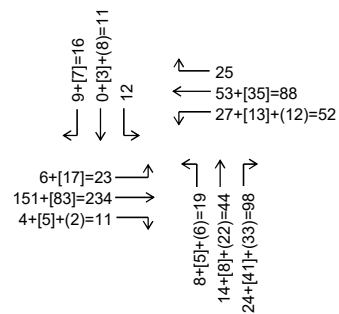


2026 VOLUMES



*Growth rate applied

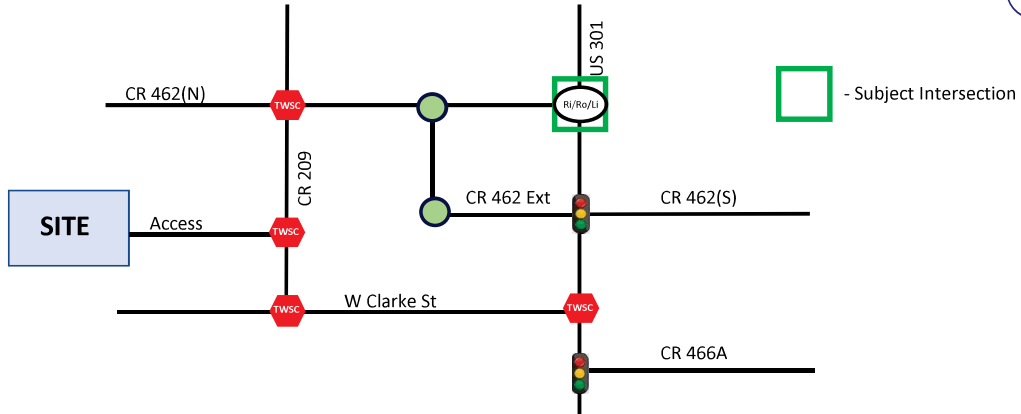
PROJECTED VOLUMES



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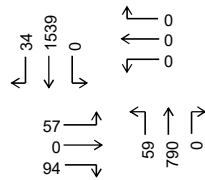
INTERSECTION TRAFFIC VOLUMES

Intx 2: US 301 & CR 462 (N)
AM Peak Hour



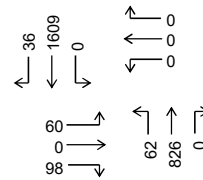
*Background + [Committed Trips] + <Pass-By Vol> + (Project Vol) = Total Volume

2023 VOLUMES



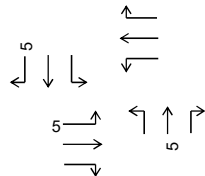
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2026 VOLUMES

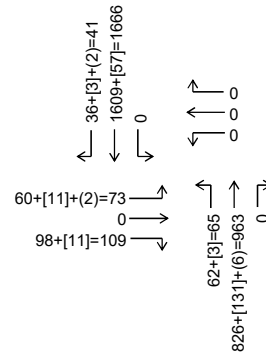


*Growth rate applied

TRIP DISTRIBUTION %



PROJECTED VOLUMES

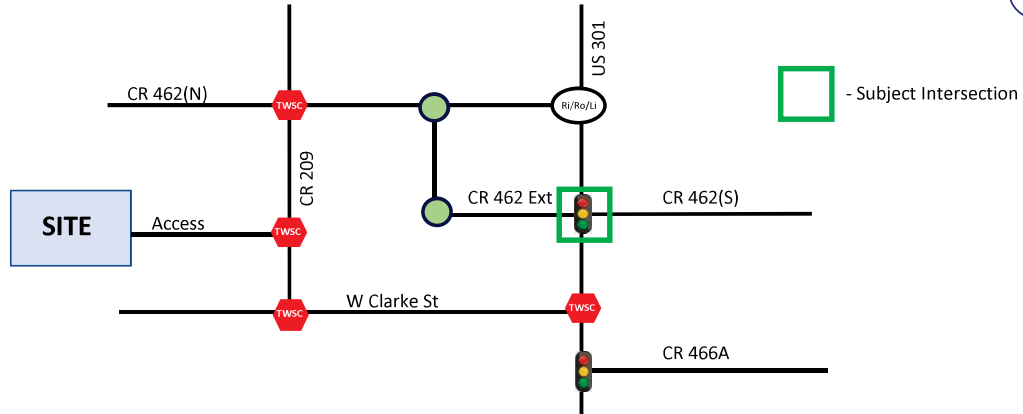


Note: +/- errors due to rounding

INTERSECTION TRAFFIC VOLUMES

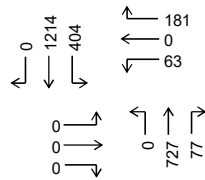
Intx 3: US 301 & CR 462 (S)

AM Peak Hour



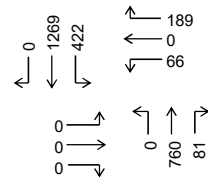
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2023 VOLUMES



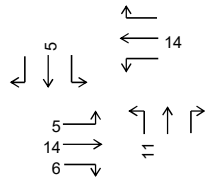
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2026 VOLUMES

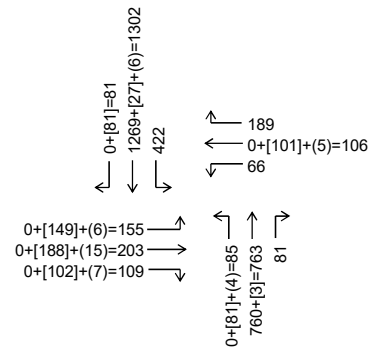


*Growth rate applied

TRIP DISTRIBUTION %

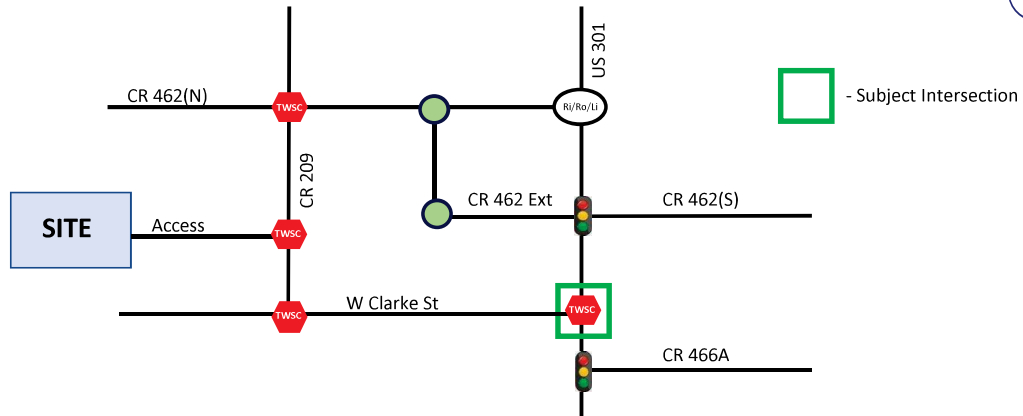


PROJECTED VOLUMES

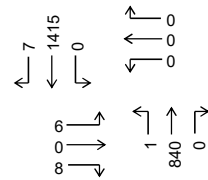


Note: +/- errors due to rounding

Intx 4: US 301 & West Clark Street
AM Peak Hour

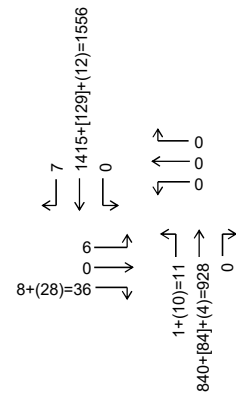


2026 VOLUMES



*Growth rate applied

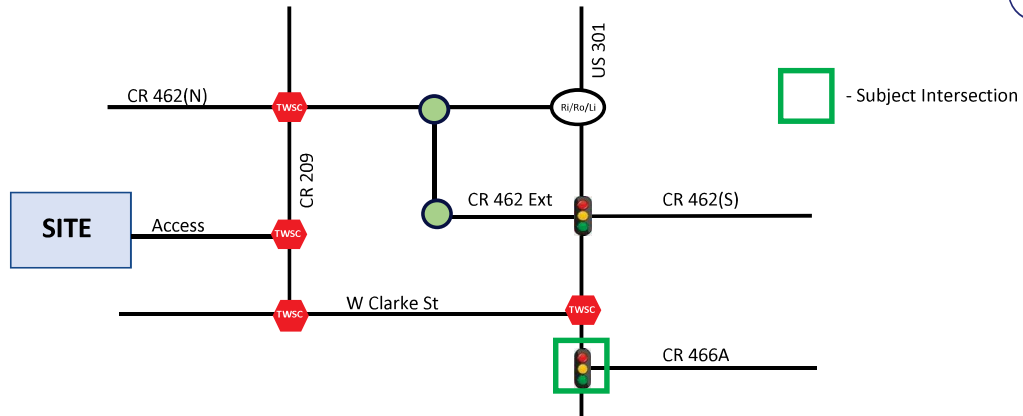
PROJECTED VOLUMES



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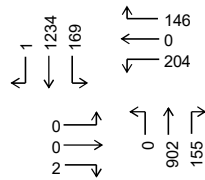
INTERSECTION TRAFFIC VOLUMES

Intx 5: CR 462 (S) & CR 466A
AM Peak Hour



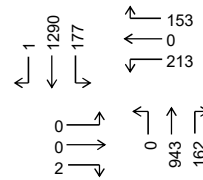
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2023 VOLUMES



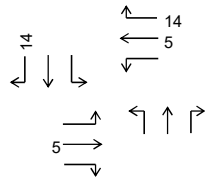
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2026 VOLUMES

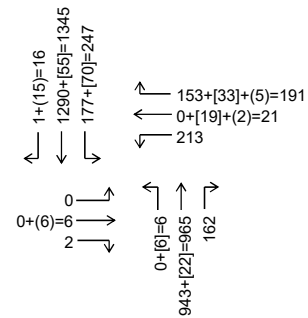


*Growth rate applied

TRIP DISTRIBUTION %



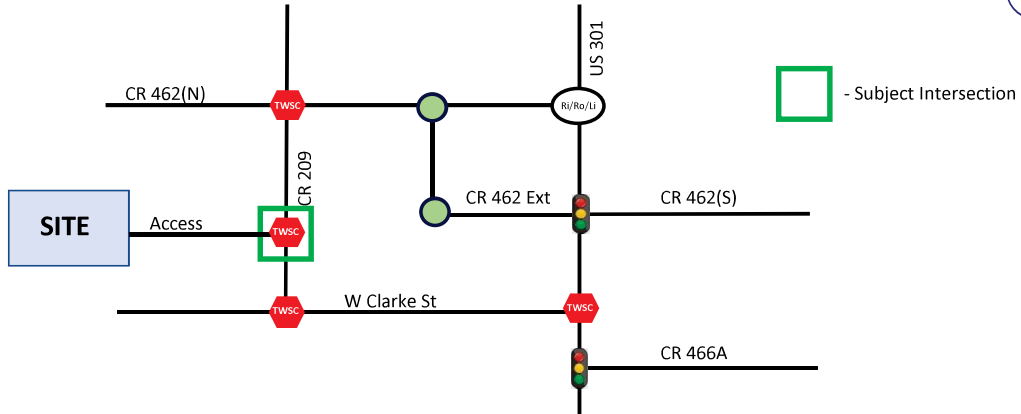
PROJECTED VOLUMES



Note: +/- errors due to rounding

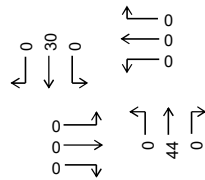
INTERSECTION TRAFFIC VOLUMES

Intx 6: CR 209 and Project Access
AM Peak Hour



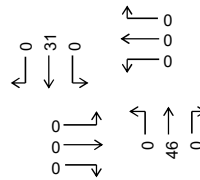
*Background + [Committed Trips] + <Pass-By Vol> + (Project Vol) = Total Volume

2023 VOLUMES



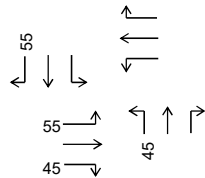
*PSCF applied

2026 VOLUMES

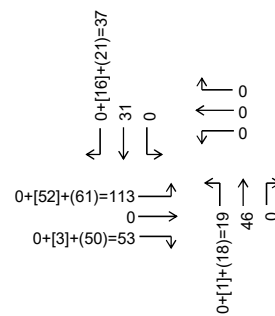


*Growth rate applied

TRIP DISTRIBUTION %



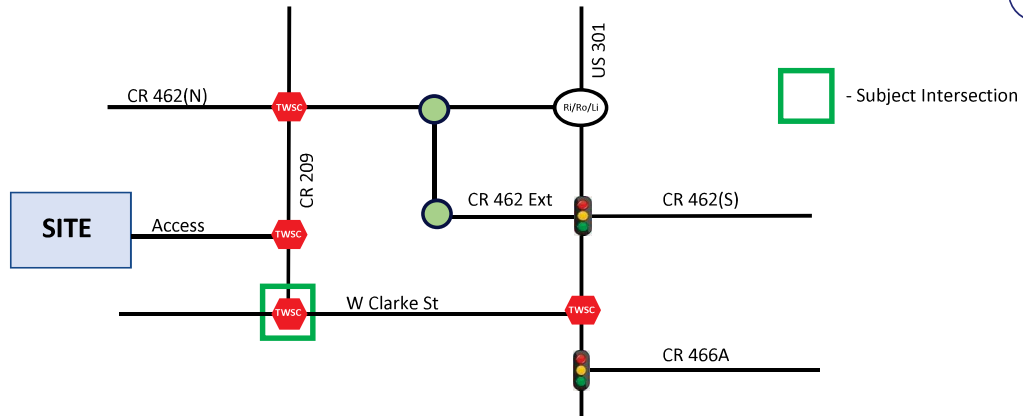
PROJECTED VOLUMES



Note: +/- errors due to rounding

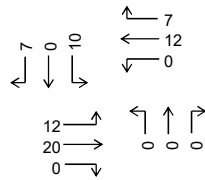
INTERSECTION TRAFFIC VOLUMES

Intx 7: CR 209 and CR 232/W Clarke St
AM Peak Hour



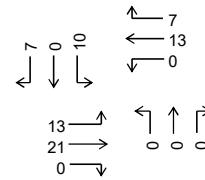
*Background + [Committed Trips] + <Pass-By Vol> + (Project Vol) = Total Volume

2023 VOLUMES



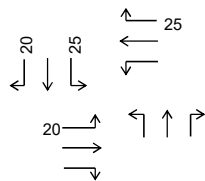
*PSCF applied

2026 VOLUMES

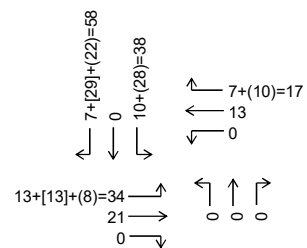


*Growth rate applied

TRIP DISTRIBUTION %



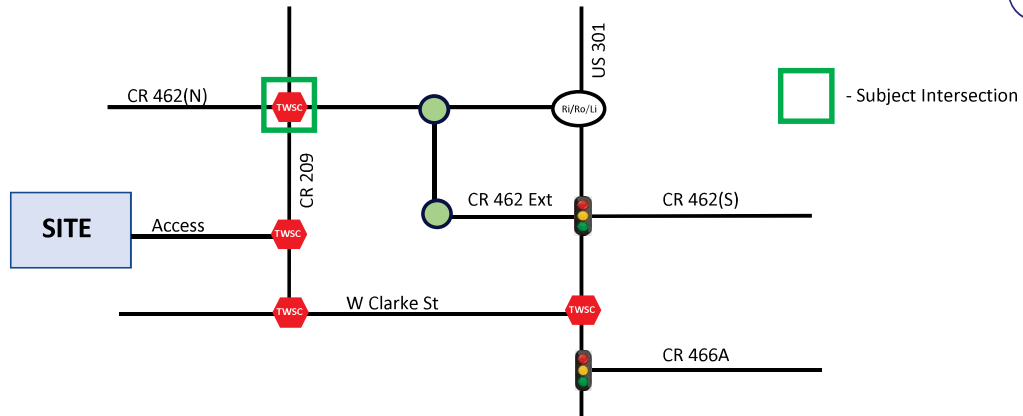
PROJECTED VOLUMES



Note: +/- errors due to rounding

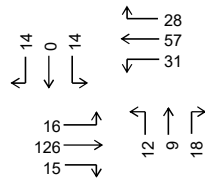
INTERSECTION TRAFFIC VOLUMES

Intx 1: CR 462 (N) & CR 209
PM Peak Hour



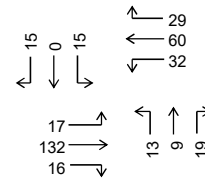
*Background + [Committed Trips] + <Pass-By Vol> + (Project Vol) = Total Volume

2023 VOLUMES



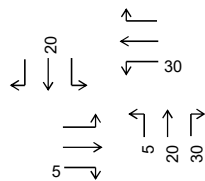
*PSCF applied

2026 VOLUMES

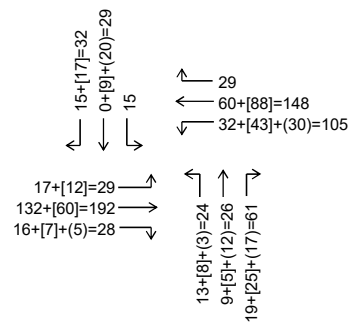


*Growth rate applied

TRIP DISTRIBUTION %



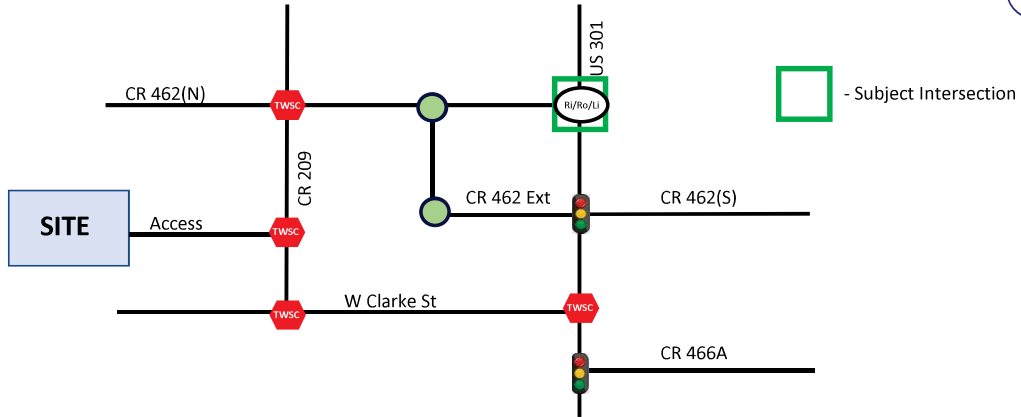
PROJECTED VOLUMES



Note: +/- errors due to rounding

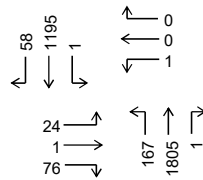
INTERSECTION TRAFFIC VOLUMES

Intx 2: US 301 & CR 462 (N)
PM Peak Hour



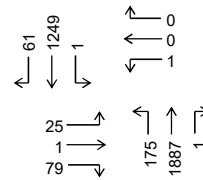
*Background + [Committed Trips] + <Pass-By Vol> + (Project Vol) = Total Volume

2023 VOLUMES



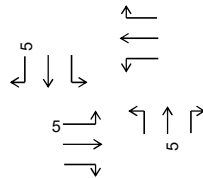
*PSCF applied

2026 VOLUMES

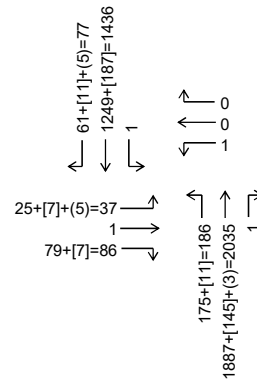


*Growth rate applied

TRIP DISTRIBUTION %



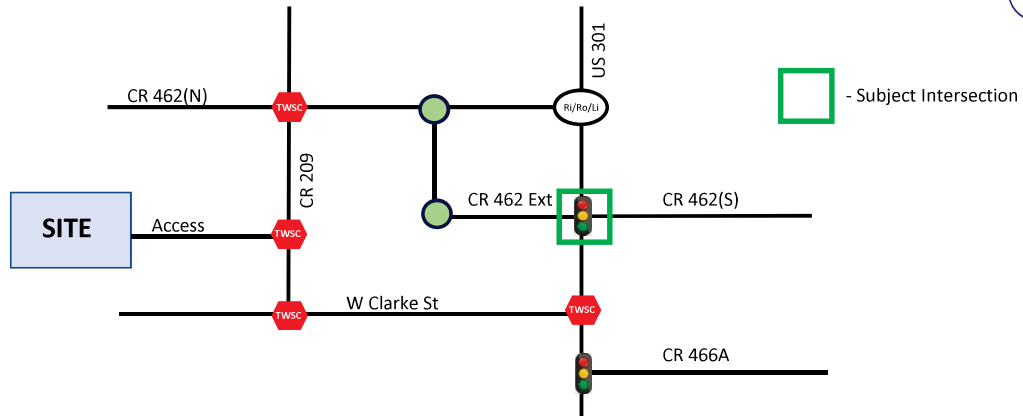
PROJECTED VOLUMES



Note: +/- errors due to rounding

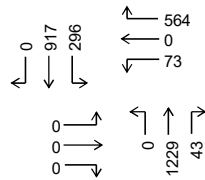
INTERSECTION TRAFFIC VOLUMES

Intx 3: US 301 & CR 462 (S)
PM Peak Hour



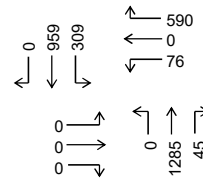
*Background + [Committed Trips] + <Pass-By Vol> + (Project Vol) = Total Volume

2023 VOLUMES



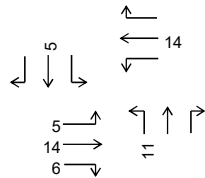
*PSCF applied

2026 VOLUMES

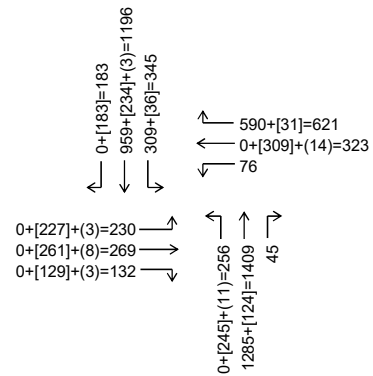


*Growth rate applied

TRIP DISTRIBUTION %



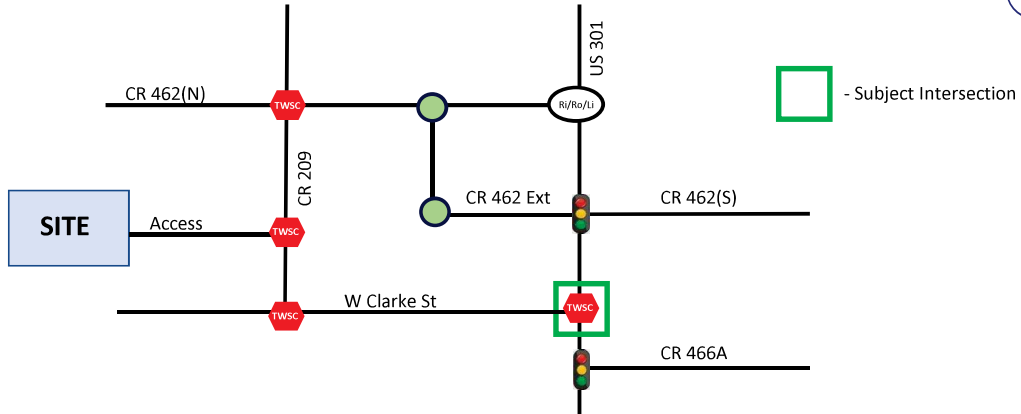
PROJECTED VOLUMES



Note: +/- errors due to rounding

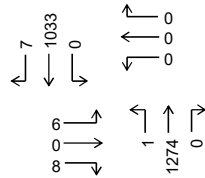
INTERSECTION TRAFFIC VOLUMES

Intx 4: US 301 & West Clark Street
PM Peak Hour



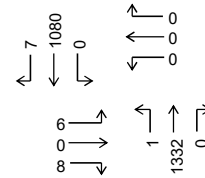
*Background + [Committed Trips] + <Pass-By Vol> + (Project Vol) = Total Volume

2023 VOLUMES



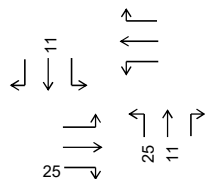
*PSCF applied

2026 VOLUMES

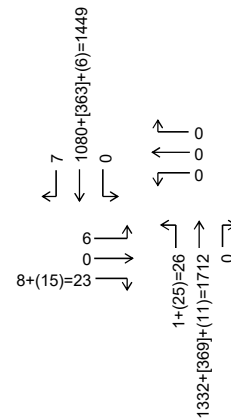


*Growth rate applied

TRIP DISTRIBUTION %



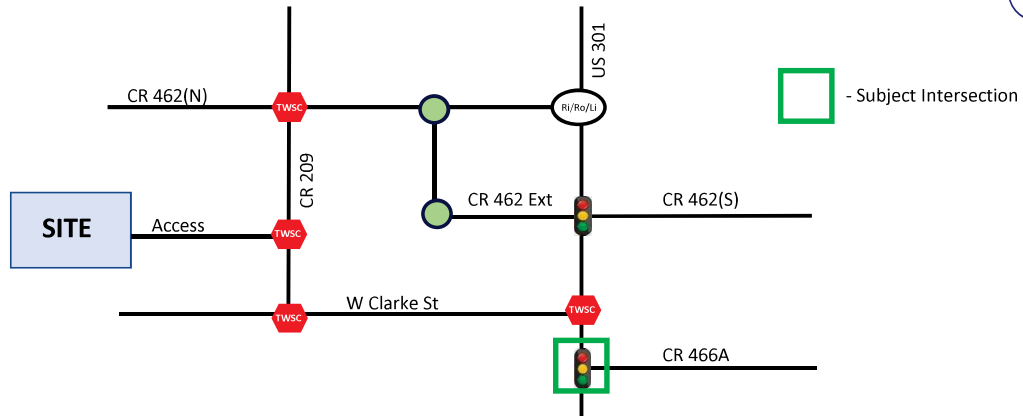
PROJECTED VOLUMES



Note: +/- errors due to rounding

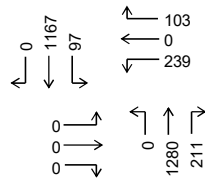
INTERSECTION TRAFFIC VOLUMES

Intx 5: CR 462 (S) & CR 466A
PM Peak Hour



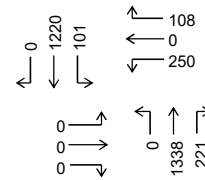
*Background + [Committed Trips] + <Pass-By Vol> + (Project Vol) = Total Volume

2023 VOLUMES



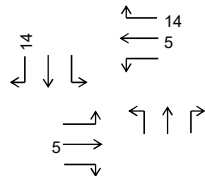
*PSCF applied

2026 VOLUMES

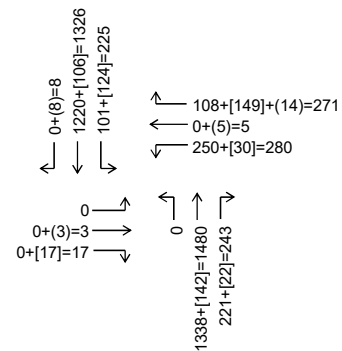


*Growth rate applied

TRIP DISTRIBUTION %



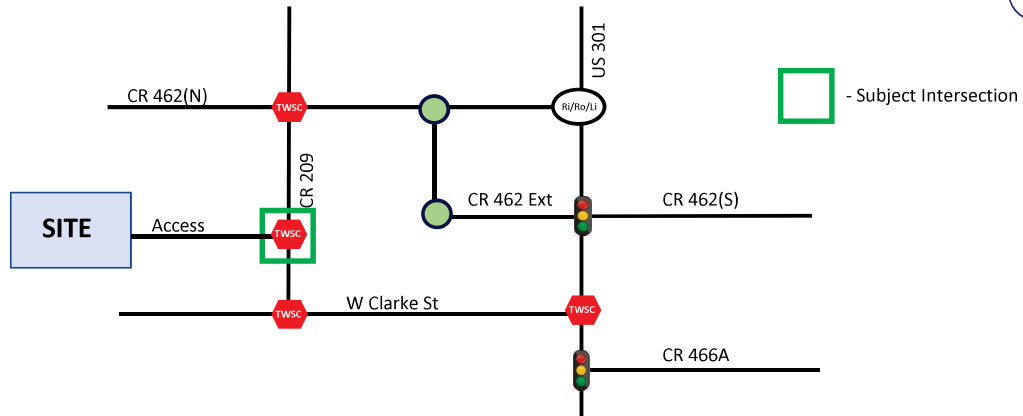
PROJECTED VOLUMES



Note: +/- errors due to rounding

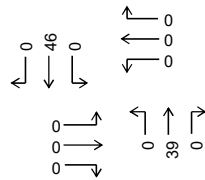
INTERSECTION TRAFFIC VOLUMES

Intx 6: CR 209 and Project Access
PM Peak Hour



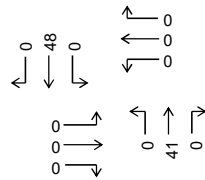
*Background + [Committed Trips] + <Pass-By Vol> + (Project Vol) = Total Volume

2023 VOLUMES



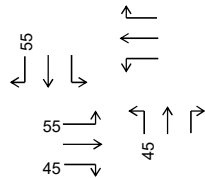
*PSCF applied

2026 VOLUMES

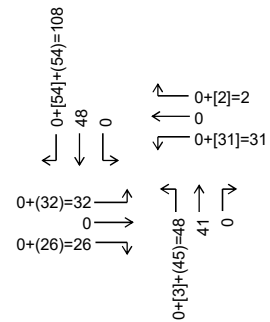


*Growth rate applied

TRIP DISTRIBUTION %



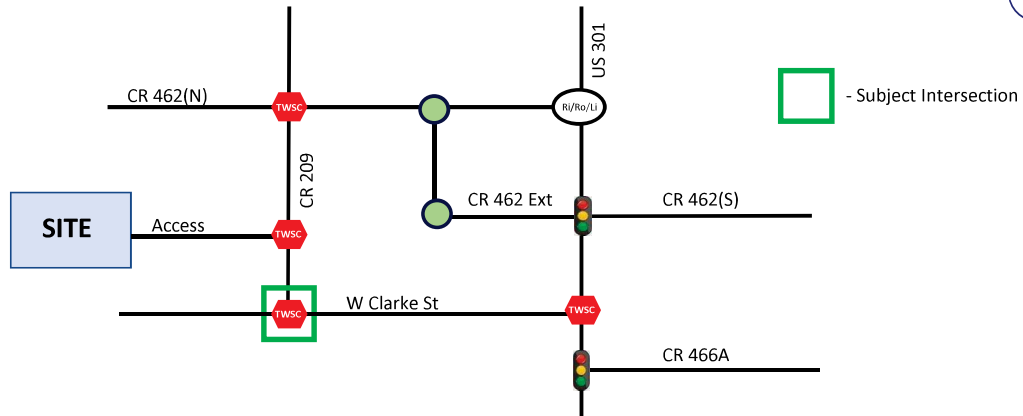
PROJECTED VOLUMES



Note: +/- errors due to rounding

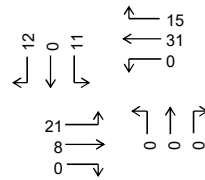
INTERSECTION TRAFFIC VOLUMES

**Intx 7: CR 209 and CR 232/W Clarke St
PM Peak Hour**



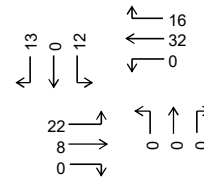
*Background + [Committed Trips] + <Pass-By Vol> + (Project Vol) = Total Volume

2023 VOLUMES



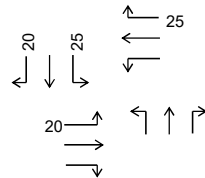
*PSCF applied

2026 VOLUMES

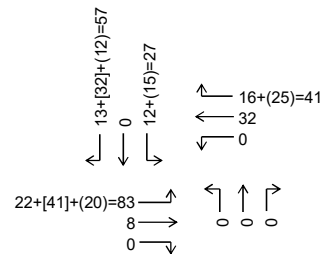


*Growth rate applied

TRIP DISTRIBUTION %



PROJECTED VOLUMES



Note: +/- errors due to rounding

15 MINUTE TURNING MOVEMENT COUNTS

(Cars and Trucks)

DATE: October 12, 2023 (Thursday)

CITY:

LATITUDE: 0

LOCATION: CR 462 (N) & CR 209

COUNTY: Sumter County

LONGITUDE: 0

CR 209

CR 209

CR 462 (N)

CR 462 (N)

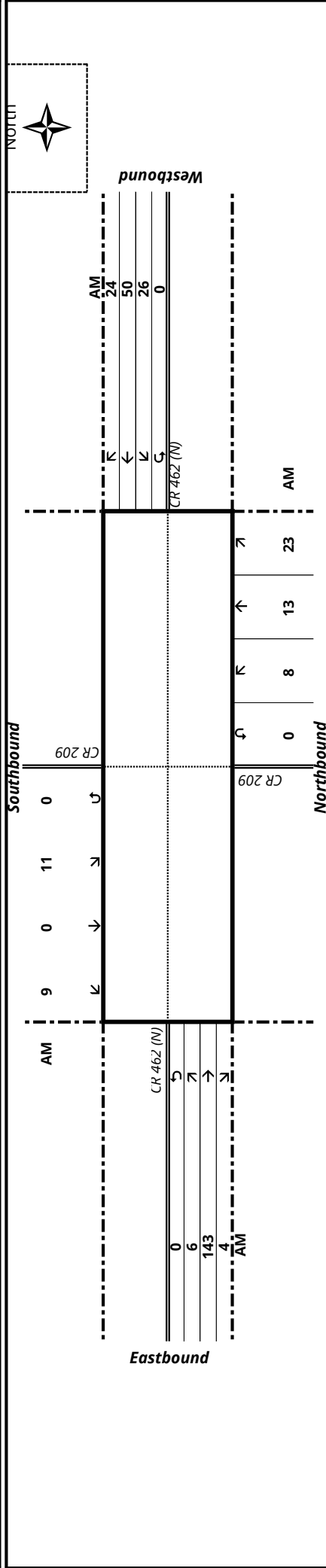
TIME BEGIN	NORTHBOUND			SOUTHBOUND			N/S TOTAL	EASTBOUND			WESTBOUND			E/W TOTAL	GRAND TOTAL
	L	T	R	L	T	R		L	T	R	L	T	R		
07:00 AM	1	5	7	0	13	0	1	0	0	0	2	5	1	8	65
07:15 AM	2	4	5	0	11	0	2	0	0	0	6	10	7	23	92
07:30 AM	3	2	8	0	13	0	0	0	0	0	5	15	4	24	78
07:45 AM	1	3	4	0	8	0	2	0	0	0	7	19	6	32	75
TOTAL	7	14	24	0	45	0	7	0	0	0	20	49	18	87	310
08:00 AM	2	4	6	0	12	0	3	0	0	0	8	6	7	21	72
08:15 AM	1	5	8	0	14	0	2	0	0	0	3	8	4	15	67
08:30 AM	3	6	9	0	18	0	0	0	0	0	2	8	3	13	54
08:45 AM	2	5	10	0	17	0	2	0	0	0	6	12	5	23	59
TOTAL	8	20	33	0	61	0	7	0	0	0	19	34	19	72	252

AM Peak

07:15 AM to 08:15 AM

Peak Hour Factor: 0.861

8	13	23	0	44	11	0	9	0	0	20	64	6	143	4	0	153	26	50	24	0	100	253	317
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15 MINUTE TURNING MOVEMENT COUNTS

(Cars and Trucks)

DATE: October 12, 2023 (Thursday)
LOCATION: CR 462 (N) & CR 209

CITY: n/a
COUNTY: Sumter County
LATITUDE: 0
LONGITUDE: 0

CR 209

CR 209

CR 462 (N)

CR 462 (N)

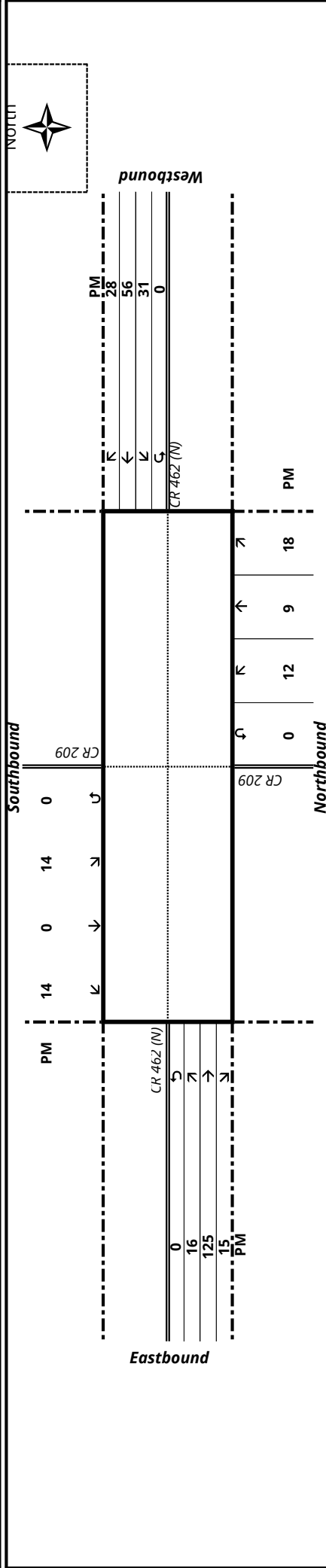
TIME BEGIN	NORTHBOUND			SOUTHBOUND			N/S		EASTBOUND			WESTBOUND			E/W TOTAL	GRAND TOTAL
	L	T	R	L	T	R	L	T	L	T	R	L	T	R		
04:00 PM	2	4	3	0	0	9	2	0	1	0	0	3	22	1	0	26
04:15 PM	1	0	2	0	0	3	3	0	2	0	0	5	26	3	0	33
04:30 PM	3	1	3	0	0	7	1	0	6	0	0	7	22	4	0	28
04:45 PM	2	1	5	0	0	8	1	0	3	0	0	4	17	2	0	22
TOTAL	8	6	13	0	0	27	7	0	12	0	0	19	87	10	0	109
05:00 PM	3	2	4	0	0	9	5	0	3	0	0	8	31	4	0	40
05:15 PM	3	5	4	0	0	12	4	0	0	0	0	4	29	2	0	33
05:30 PM	1	5	3	0	0	9	3	0	0	0	0	3	28	3	0	34
05:45 PM	3	2	3	0	0	8	2	0	2	0	0	4	28	2	0	31
TOTAL	10	14	14	0	0	38	14	0	5	0	0	19	116	11	0	138

AM Peak

04:15 PM to 05:15 PM

Peak Hour Factor: 1.083

12	9	18	0	39	14	0	14	0	14	0	28	67	16	125	15	0	156	31	56	28	0	115	271	338
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15 MINUTE TURNING MOVEMENT COUNTS

(Cars and Trucks)

DATE: October 12, 2023 (Thursday)

CITY: _____

LATITUDE: 0 _____

LOCATION: US 301 & CR 462 (N)

COUNTY: Sumter County

LONGITUDE: 0 _____

US 301

US 301

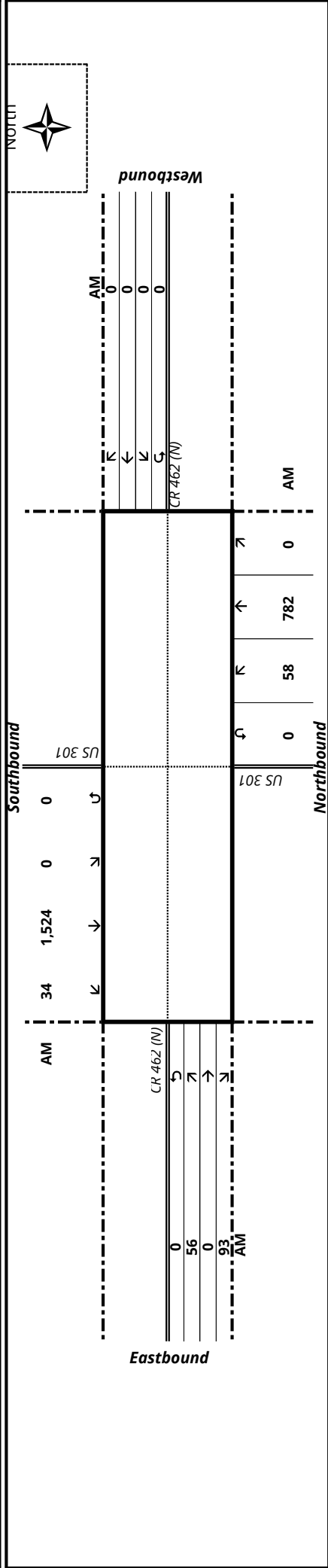
CR 462 (N)

CR 462 (N)

TIME BEGIN	NORTHBOUND			SOUTHBOUND			N/S TOTAL	EASTBOUND			WESTBOUND			E/W TOTAL	GRAND TOTAL
	L	T	R	L	T	R		L	T	R	L	T	R		
07:00 AM	4	175	0	0	179	0	303	4	0	0	10	0	0	36	523
07:15 AM	12	184	0	0	196	0	338	11	0	0	18	0	0	58	603
07:30 AM	11	199	0	0	210	0	334	12	0	0	15	0	0	40	596
07:45 AM	24	194	0	0	218	0	390	8	0	0	14	0	0	36	652
TOTAL	51	752	0	0	803	0	1,365	35	0	0	57	0	0	171	2,374

AM Peak															
07:30 AM to 08:30 AM															
58	782	0	0	840	0	1,524	34	0	1,524	0	56	0	93	0	2,547

Peak Hour Factor: 0.946



15 MINUTE TURNING MOVEMENT COUNTS

(Cars and Trucks)

DATE: October 12, 2023 (Thursday)

CITY: n/a

LATITUDE: 0

LOCATION: US 301 & CR 462 (N)

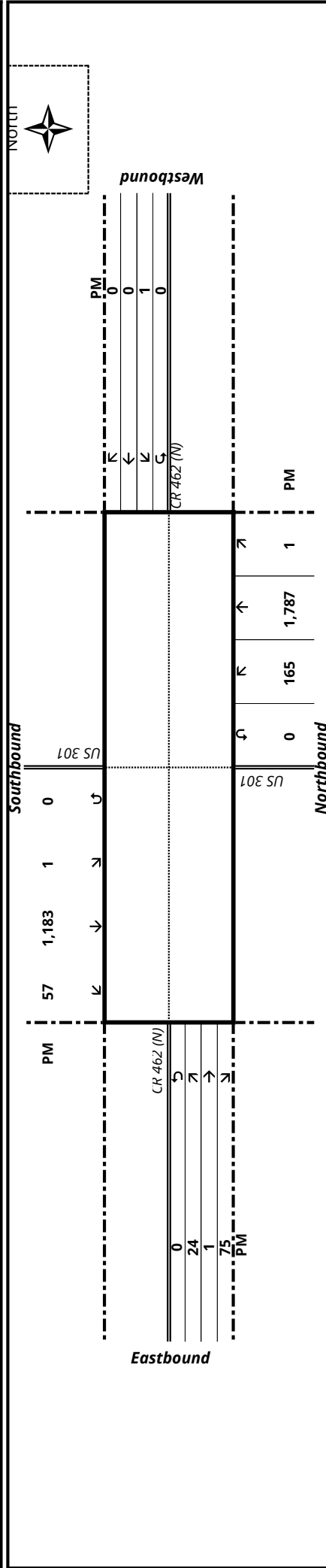
COUNTY: Sumter County

LONGITUDE: 0

US 301 US 301CR 462 (N)CR 462 (N)

TIME BEGIN	NORTHBOUND				SOUTHBOUND				N/S		EASTBOUND				WESTBOUND				E/M TOTAL	GRAND TOTAL		
	L		T		R		U-turn		TOTAL		L		T		R		U-turn				TOTAL	
	L	T	L	T	L	T	L	T	L	T	L	T	L	T	L	T	L	T				
04:00 PM	30	324	0	0	354	1	249	9	0	259	613	7	0	15	0	22	0	0	0	22	635	
04:15 PM	42	372	0	0	414	0	318	11	0	329	743	2	0	24	0	26	0	0	0	26	769	
04:30 PM	39	420	0	0	459	0	291	15	0	306	765	3	0	19	0	22	0	0	0	22	787	
04:45 PM	27	452	0	0	479	1	307	15	0	323	802	2	1	15	0	18	0	0	0	18	820	
TOTAL	138	1,568	0	0	1,706	2	1,165	50	0	1,217	2,923	14	1	73	0	88	0	0	0	88	3,011	
05:00 PM	48	471	1	0	520	0	298	15	0	313	833	11	0	20	0	31	1	0	0	32	865	
05:15 PM	51	444	0	0	495	0	287	12	0	299	794	8	0	21	0	29	0	0	0	29	823	
05:30 PM	39	391	0	0	430	1	296	11	0	308	738	7	0	21	0	28	0	0	0	28	766	
05:45 PM	28	370	0	0	398	0	292	8	0	300	698	12	0	16	0	28	1	0	0	29	727	
TOTAL	166	1,676	1	0	1,843	1	1,173	46	0	1,220	3,063	38	0	78	0	116	1	1	0	2	118	3,181

AM Peak													Peak Hour Factor: 0.952								
165	1,787	1	0	1,953	1	1,183	57	0	1,241	3,194	24	1	75	0	100	1	0	0	1	101	3,295
04:30 PM to 05:30 PM																					



15 MINUTE TURNING MOVEMENT COUNTS

(Cars and Trucks)

DATE: October 12, 2023 (Thursday)

CITY:

LATITUDE: 0

LOCATION: US 301 & CR 462 (S)

COUNTY: Sumter County

LONGITUDE: 0

US 301

US 301

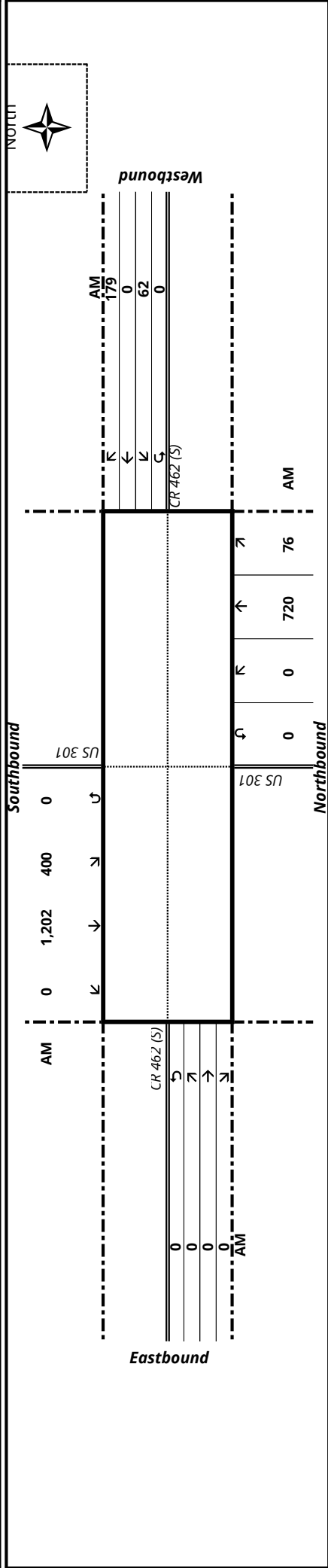
CR 462 (S)

CR 462 (S)

TIME BEGIN	NORTHBOUND			SOUTHBOUND			N/S		EASTBOUND			WESTBOUND			E/W TOTAL	GRAND TOTAL
	L	T	R	U-turn	TOTAL	L	T	R	U-turn	TOTAL	L	T	R	U-turn	TOTAL	
07:00 AM	0	160	14	0	174	74	246	0	0	320	494	0	0	0	0	555
07:15 AM	0	167	17	0	184	79	255	0	0	334	518	0	0	0	61	582
07:30 AM	0	191	20	0	211	76	261	0	0	337	548	0	0	0	64	612
07:45 AM	0	177	20	0	197	102	308	0	0	410	607	0	0	0	64	671
TOTAL	0	695	71	0	766	331	1,070	0	0	1,401	2,167	0	0	0	253	2,420

AM Peak																
07:30 AM to 08:30 AM																
0	720	76	0	0	796	400	1,202	0	0	1,602	2,398	0	0	0	62	2,639

Peak Hour Factor: 0.951



15 MINUTE TURNING MOVEMENT COUNTS

(Cars and Trucks)

DATE: October 12, 2023 (Thursday)

DATE: October 12, 2023 (Thursday)

CITY: n/a

CITY: n/a

LATITUDE: 0

LOCATION: US 301 & CR 462 (S)

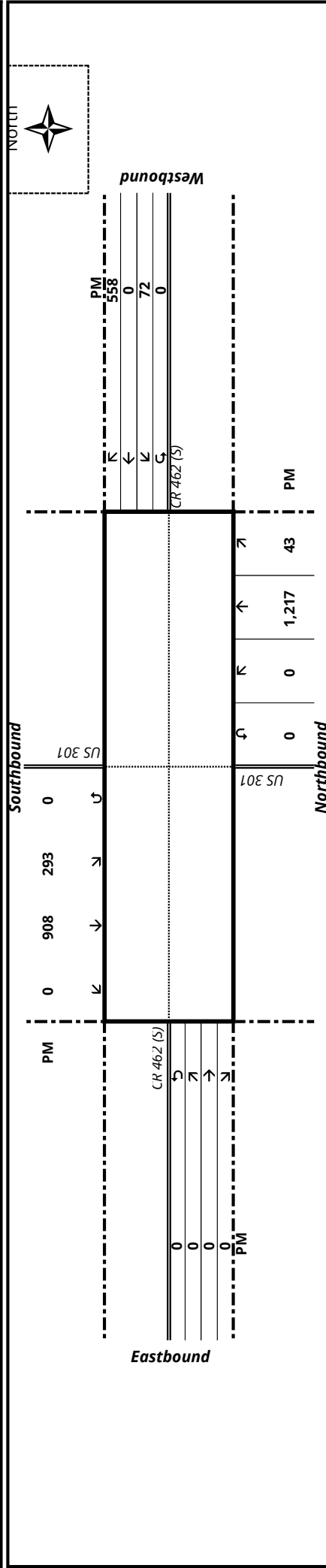
COUNTY: Sumter County

LONGITUDE: 0

US 301 US 301CR 462 (S)CR 462 (S)

TIME BEGIN	NORTHBOUND				TOTAL	SOUTHBOUND				TOTAL	N/S TOTAL	EASTBOUND				TOTAL	WESTBOUND				TOTAL	E/W TOTAL	GRAND TOTAL
	L	T	R	U-turn		L	T	R	U-turn			L	T	R	U-turn		L	T	R	U-turn			
04:00 PM	0	220	9	0	229	59	200	0	0	259	488	0	0	0	0	17	0	101	0	118	118	606	
04:15 PM	0	308	11	0	319	79	253	0	0	332	651	0	0	0	0	17	0	124	0	141	141	792	
04:30 PM	0	296	14	0	310	71	211	0	0	282	592	0	0	0	0	19	0	128	0	147	147	739	
04:45 PM	0	301	10	0	311	71	224	0	0	295	606	0	0	0	0	20	0	149	0	169	169	775	
TOTAL	0	1,125	44	0	1,169	280	888	0	0	1,168	2,337	0	0	0	0	73	0	502	0	575	575	2,912	
05:00 PM	0	312	8	0	320	72	220	0	0	292	612	0	0	0	0	16	0	157	0	173	173	785	
05:15 PM	0	295	11	0	306	61	234	0	0	295	601	0	0	0	0	16	0	139	0	155	155	756	
05:30 PM	0	252	9	0	261	71	214	0	0	285	546	0	0	0	0	18	0	118	0	136	136	682	
05:45 PM	0	263	8	0	271	64	227	0	0	291	562	0	0	0	0	12	0	93	0	105	105	667	
TOTAL	0	1,122	36	0	1,158	268	895	0	0	1,163	2,321	0	0	0	0	62	0	507	0	569	569	2,890	

AM Peak													Peak Hour Factor: 0.976								
0	1,217	43	0	1,260	293	908	0	0	1,201	2,461	0	0	0	72	0	558	0	630	630	3,091	
04:15 PM to 05:15 PM																					



15 MINUTE TURNING MOVEMENT COUNTS

(Cars and Trucks)

DATE: October 12, 2023 (Thursday)

CITY: _____

LATITUDE: 0

LOCATION: US 301 & W Clarke St

COUNTY: Sumter County

LONGITUDE: 0

US 301

US 301

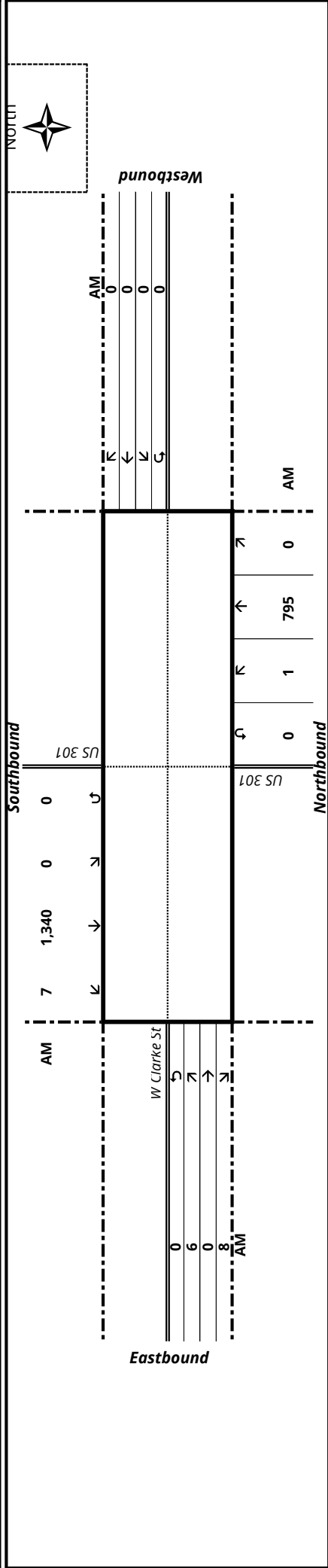
W Clarke St

W Clarke St

TIME BEGIN	NORTHBOUND			SOUTHBOUND			N/S TOTAL	EASTBOUND			WESTBOUND			E/W TOTAL	GRAND TOTAL
	L	T	R	L	T	R		L	T	R	L	T	R		
07:00 AM	1	174	0	0	175	0	270	2	0	0	1	0	2	0	3
07:15 AM	0	183	0	0	183	0	285	0	0	0	1	0	1	0	2
07:30 AM	0	210	0	0	210	0	299	2	0	0	2	0	1	0	3
07:45 AM	0	197	0	0	197	0	345	0	0	0	1	0	4	0	5
TOTAL	1	764	0	0	765	0	1,199	4	0	0	5	0	8	0	13
08:00 AM	0	189	0	0	189	0	355	3	0	0	1	0	2	0	3
08:15 AM	1	199	0	0	200	0	341	2	0	0	2	0	1	0	3
08:30 AM	0	169	0	0	169	0	303	1	0	0	4	0	2	0	6
08:45 AM	1	175	0	0	176	0	306	1	0	0	3	0	3	0	6
TOTAL	2	732	0	0	734	0	1,305	7	0	0	10	0	8	0	18

AM Peak															
07:30 AM to 08:30 AM															
1	795	0	0	796	0	1,340	7	0	0	1,347	2,143	6	0	8	0

Peak Hour Factor: 0.980



15 MINUTE TURNING MOVEMENT COUNTS

(Cars and Trucks)

DATE: October 12, 2023 (Thursday)

CITY: _____

LATITUDE: 0 _____

LOCATION: US 301 & W Clarke St

COUNTY: Sumter County

LONGITUDE: 0 _____

US 301

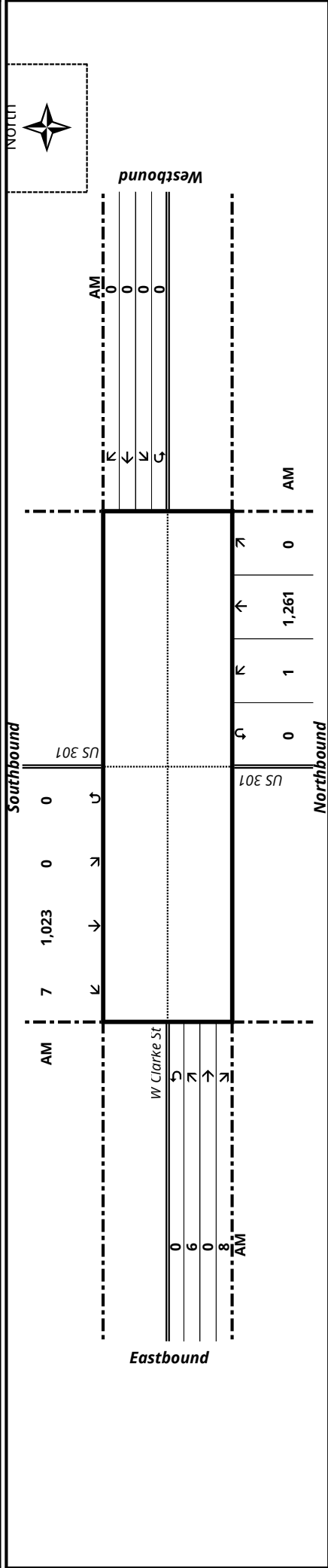
US 301

W Clarke St

W Clarke St

TIME BEGIN	NORTHBOUND			SOUTHBOUND			N/S		EASTBOUND			WESTBOUND			E/W TOTAL	GRAND TOTAL					
	L	T	R	U-turn	TOTAL	L	T	R	U-turn	TOTAL	L	T	R	U-turn			TOTAL				
04:00 PM	0	229	0	0	229	0	226	4	0	230	459	1	0	1	0	2	0	0	0	2	461
04:15 PM	1	320	0	0	321	0	281	0	0	281	602	1	0	2	0	3	0	0	0	3	605
04:30 PM	0	309	0	0	309	0	244	2	0	246	555	1	0	2	0	3	0	0	0	3	558
04:45 PM	0	311	0	0	311	0	254	3	0	257	568	2	0	1	0	3	0	0	0	3	571
TOTAL	1	1,169	0	0	1,170	0	1,005	9	0	1,014	2,184	5	0	6	0	11	0	0	0	11	2,195
05:00 PM	0	321	0	0	321	0	244	2	0	246	567	2	0	3	0	5	0	0	0	5	572
05:15 PM	0	306	0	0	306	0	261	3	0	264	570	3	0	6	0	9	0	0	0	9	579
05:30 PM	0	261	0	0	261	0	241	4	0	245	506	4	0	5	0	9	0	0	0	9	515
05:45 PM	1	272	0	0	273	0	248	2	0	250	523	3	0	5	0	8	0	0	0	8	531
TOTAL	1	1,160	0	0	1,161	0	994	11	0	1,005	2,166	12	0	19	0	31	0	0	0	31	2,197

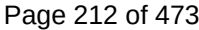
AM Peak																Peak Hour Factor: 0.953					
04:15 PM to 05:15 PM																					
1	1,261	0	0	1,262	0	1,023	7	0	1,030	2,292	6	0	8	0	0	0	14	0	0	14	2,306



(Cars and Trucks)

LONGITUDE: 0

AM Peak													Peak Hour Factor: 0.949							
0	893	153	0	1,046	167	1,222	1	0	1,390	2,436	0	0	2	202	0	145	0	347	349	2,785
07:30 AM to 08:30 AM																				



(Cars and Trucks)

LATITUDE: 0

COUNTY: Sumter County

LONGITUDE: 0

US 301

AM Peak														Peak Hour Factor: 0.961						
0	1,267	209	0	1,476	96	1,155	0	0	1,251	2,727	0	0	0	237	0	102	0	339	339	3,066
04:30 PM to 05:30 PM																				

Page 213 of 473

(Cars and Trucks)

DATE: October 12, 2023 (Thursday)

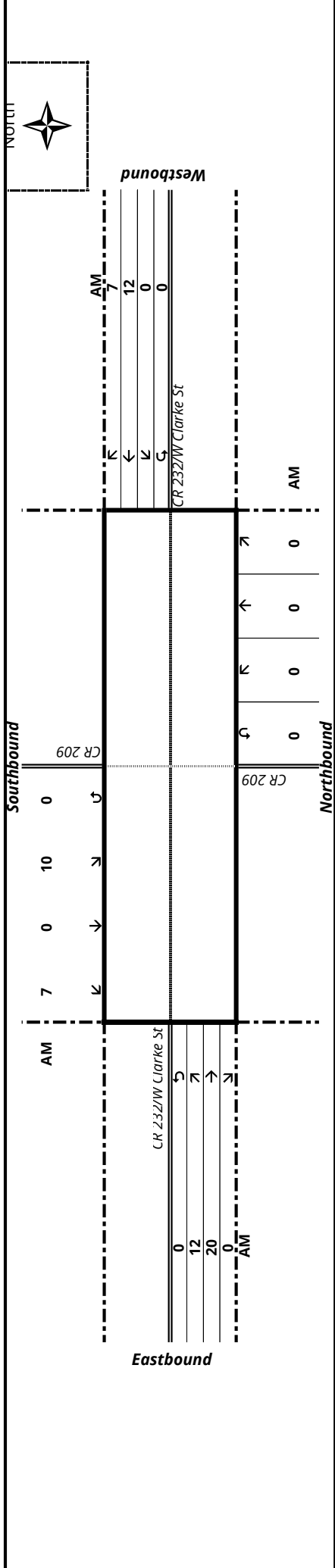
LOCATION: CR 232/W Clarke St & CR 209

CITY: _____ **LATITUDE:** 0

COUNTY: Sumter County **LONGITUDE:** 0

CR 209										CR 232/W Clarke St										CR 232/W Clarke St									
TIME BEGIN	NORTHBOUND					SOUTHBOUND					N/S TOTAL	EASTBOUND					WESTBOUND					E/W TOTAL	GRAND TOTAL						
	L	T	R	U-turn	TOTAL	L	T	R	U-turn	TOTAL		L	T	R	U-turn	TOTAL	L	T	R	U-turn	TOTAL								
07:00 AM	0	0	0	0	0	2	0	1	0	3	3	4	0	0	7	0	4	1	0	5	12	15							
07:15 AM	0	0	0	0	0	1	0	2	0	3	3	6	7	0	13	0	2	1	0	3	16	19							
07:30 AM	0	0	0	0	0	5	0	2	0	7	7	3	4	0	7	0	3	2	0	5	12	19							
07:45 AM	0	0	0	0	0	2	0	2	0	4	4	0	5	0	5	0	3	3	0	6	11	15							
TOTAL	0	0	0	0	0	10	0	7	0	17	17	12	20	0	32	0	12	7	0	19	51	68							
08:00 AM	0	0	0	0	0	3	0	3	0	6	6	2	1	0	3	0	0	0	0	0	3	9							
08:15 AM	0	0	0	0	0	3	0	2	0	5	5	1	1	0	2	0	3	1	0	4	6	11							
08:30 AM	0	0	0	0	0	4	0	0	0	4	4	2	0	0	2	0	2	1	0	3	5	9							
08:45 AM	0	0	0	0	0	3	0	2	0	5	5	0	4	0	4	0	0	1	0	1	5	10							
TOTAL	0	0	0	0	0	13	0	7	0	20	20	5	6	0	11	0	5	3	0	8	19	39							

AM Peak														Peak Hour Factor: 0.895									
0	0	0	0	0	10	0	7	0	17	17	12	20	0	0	32	0	12	7	0	19	51	68	
07:00 AM to 08:00 AM																							



(Cars and Trucks)

DATE: October 12, 2023 (Thursday)

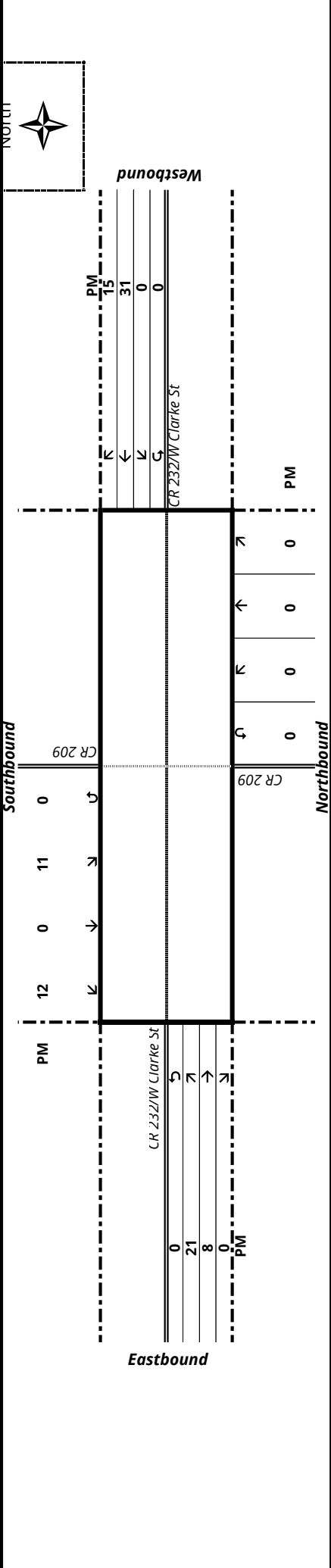
LOCATION: CR 232/W Clarke St & CR 209

CITY: n/a **LATITUDE:** 0

COUNTY: Sumter County **LONGITUDE:** 0

CR 209										CR 232/W Clarke St										CR 232/W Clarke St									
TIME BEGIN	NORTHBOUND					SOUTHBOUND					N/S TOTAL	EASTBOUND					WESTBOUND					E/W TOTAL	GRAND TOTAL						
	L	T	R	U-turn	TOTAL	L	T	R	U-turn	TOTAL		L	T	R	U-turn	TOTAL	L	T	R	U-turn	TOTAL								
04:00 PM	0	0	0	0	0	2	0	1	0	3	3	4	1	0	0	5	0	5	6	0	11	16	19						
04:15 PM	0	0	0	0	0	3	0	2	0	5	5	5	1	0	0	6	0	6	2	0	5	11	16						
04:30 PM	0	0	0	0	0	1	0	6	0	7	7	3	1	0	0	4	0	4	10	0	10	14	21						
04:45 PM	0	0	0	0	0	1	0	3	0	4	4	6	1	0	0	7	0	7	4	0	10	17	21						
TOTAL	0	0	0	0	0	7	0	12	0	19	19	18	4	0	0	22	0	22	12	0	36	58	77						
05:00 PM	0	0	0	0	0	5	0	3	0	8	8	8	4	0	0	12	0	12	2	0	9	21	29						
05:15 PM	0	0	0	0	0	4	0	0	0	4	4	4	2	0	0	6	0	6	9	0	17	23	27						
05:30 PM	0	0	0	0	0	3	0	0	0	3	3	5	3	0	0	8	0	8	4	0	8	16	19						
05:45 PM	0	0	0	0	0	2	0	2	0	4	4	3	2	0	0	5	0	5	3	0	7	12	16						
TOTAL	0	0	0	0	0	14	0	5	0	19	19	20	11	0	0	31	0	31	18	0	41	72	91						

AM Peak															Peak Hour Factor: 0.845						
0	0	0	0	0	11	0	12	0	23	23	21	8	0	29	0	31	15	0	46	75	98
04:30 PM to 05:30 PM																					



2021 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
 CATEGORY: 1800 SUMTER COUNTYWIDE

WEEK	DATES	SF	MOCF: 0.95 PSCF
1	01/01/2021 - 01/02/2021	0.95	1.00
2	01/03/2021 - 01/09/2021	1.05	1.11
3	01/10/2021 - 01/16/2021	1.15	1.21
4	01/17/2021 - 01/23/2021	1.14	1.20
5	01/24/2021 - 01/30/2021	1.13	1.19
6	01/31/2021 - 02/06/2021	1.12	1.18
7	02/07/2021 - 02/13/2021	1.12	1.18
8	02/14/2021 - 02/20/2021	1.11	1.17
9	02/21/2021 - 02/27/2021	1.07	1.13
10	02/28/2021 - 03/06/2021	1.03	1.08
11	03/07/2021 - 03/13/2021	0.99	1.04
12	03/14/2021 - 03/20/2021	0.95	1.00
13	03/21/2021 - 03/27/2021	0.95	1.00
14	03/28/2021 - 04/03/2021	0.95	1.00
15	04/04/2021 - 04/10/2021	0.95	1.00
16	04/11/2021 - 04/17/2021	0.95	1.00
*17	04/18/2021 - 04/24/2021	0.95	1.00
*18	04/25/2021 - 05/01/2021	0.96	1.01
*19	05/02/2021 - 05/08/2021	0.97	1.02
*20	05/09/2021 - 05/15/2021	0.97	1.02
*21	05/16/2021 - 05/22/2021	0.96	1.01
*22	05/23/2021 - 05/29/2021	0.95	1.00
*23	05/30/2021 - 06/05/2021	0.95	1.00
*24	06/06/2021 - 06/12/2021	0.94	0.99
*25	06/13/2021 - 06/19/2021	0.93	0.98
*26	06/20/2021 - 06/26/2021	0.93	0.98
*27	06/27/2021 - 07/03/2021	0.94	0.99
*28	07/04/2021 - 07/10/2021	0.94	0.99
*29	07/11/2021 - 07/17/2021	0.95	1.00
30	07/18/2021 - 07/24/2021	0.98	1.03
31	07/25/2021 - 07/31/2021	1.01	1.06
32	08/01/2021 - 08/07/2021	1.04	1.09
33	08/08/2021 - 08/14/2021	1.07	1.13
34	08/15/2021 - 08/21/2021	1.10	1.16
35	08/22/2021 - 08/28/2021	1.10	1.16
36	08/29/2021 - 09/04/2021	1.10	1.16
37	09/05/2021 - 09/11/2021	1.10	1.16
38	09/12/2021 - 09/18/2021	1.10	1.16
39	09/19/2021 - 09/25/2021	1.07	1.13
40	09/26/2021 - 10/02/2021	1.05	1.11
41	10/03/2021 - 10/09/2021	1.03	1.08
42	10/10/2021 - 10/16/2021	1.01	1.06
43	10/17/2021 - 10/23/2021	0.99	1.04
44	10/24/2021 - 10/30/2021	0.98	1.03
45	10/31/2021 - 11/06/2021	0.96	1.01
46	11/07/2021 - 11/13/2021	0.95	1.00
47	11/14/2021 - 11/20/2021	0.93	0.98
48	11/21/2021 - 11/27/2021	0.94	0.99
49	11/28/2021 - 12/04/2021	0.94	0.99
50	12/05/2021 - 12/11/2021	0.95	1.00
51	12/12/2021 - 12/18/2021	0.95	1.00
52	12/19/2021 - 12/25/2021	1.05	1.11
53	12/26/2021 - 12/31/2021	1.15	1.21

* PEAK SEASON

08-MAR-2022 12:36:27

830UPD

5_1800_PKSEASON.TXT

Appendix E: Existing Intersection Analysis Output

Intersection												
Int Delay, s/veh	2.8											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	6	144	4	26	51	24	8	13	23	11	0	9
Future Vol, veh/h	6	144	4	26	51	24	8	13	23	11	0	9
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	7	157	4	28	55	26	9	14	25	12	0	10
Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	81	0	0	161	0	0	302	310	159	317	299	68
Stage 1	-	-	-	-	-	-	173	173	-	124	124	-
Stage 2	-	-	-	-	-	-	129	137	-	193	175	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1517	-	-	1418	-	-	650	605	886	636	613	995
Stage 1	-	-	-	-	-	-	829	756	-	880	793	-
Stage 2	-	-	-	-	-	-	875	783	-	809	754	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1517	-	-	1418	-	-	631	589	886	595	597	995
Mov Cap-2 Maneuver	-	-	-	-	-	-	631	589	-	595	597	-
Stage 1	-	-	-	-	-	-	825	752	-	876	776	-
Stage 2	-	-	-	-	-	-	848	767	-	768	750	-
Approach	EB			WB			NB			SB		
HCM Control Delay, s	0.3			2			10.3			10.1		
HCM LOS							B			B		
Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1				
Capacity (veh/h)	725	1517	-	-	1418	-	-	726				
HCM Lane V/C Ratio	0.066	0.004	-	-	0.02	-	-	0.03				
HCM Control Delay (s)	10.3	7.4	0	-	7.6	0	-	10.1				
HCM Lane LOS	B	A	A	-	A	A	-	B				
HCM 95th %tile Q(veh)	0.2	0	-	-	0.1	-	-	0.1				

Intersection												
Int Delay, s/veh	1.7											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	57	0	94	0	0	0	59	790	0	0	1539	34
Future Vol, veh/h	57	0	94	0	0	0	59	790	0	0	1539	34
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	0	-	-	0	420	-	-	425	-	-
Veh in Median Storage, #	-	1	-	-	1	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	62	0	102	0	0	0	64	859	0	0	1673	37
Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	2250	-	855	-	-	430	1710	0	0	859	0	0
Stage 1	1692	-	-	-	-	-	-	-	-	-	-	-
Stage 2	558	-	-	-	-	-	-	-	-	-	-	-
Critical Hdwy	7.54	-	6.94	-	-	6.94	4.14	-	-	4.14	-	-
Critical Hdwy Stg 1	6.54	-	-	-	-	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.54	-	-	-	-	-	-	-	-	-	-	-
Follow-up Hdwy	3.52	-	3.32	-	-	3.32	2.22	-	-	2.22	-	-
Pot Cap-1 Maneuver	~ 23	0	302	0	0	573	367	-	-	778	-	-
Stage 1	97	0	-	0	0	-	-	-	-	-	-	-
Stage 2	482	0	-	0	0	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	~ 20	-	302	-	-	573	367	-	-	778	-	-
Mov Cap-2 Maneuver	66	-	-	-	-	-	-	-	-	-	-	-
Stage 1	80	-	-	-	-	-	-	-	-	-	-	-
Stage 2	398	-	-	-	-	-	-	-	-	-	-	-
Approach	EB		WB		NB		SB					
HCM Control Delay, s	22.9		0		1.2		0					
HCM LOS	C		A									
Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR					
Capacity (veh/h)	367	-	-	302	-	778	-	-				
HCM Lane V/C Ratio	0.175	-	-	0.338	-	-	-	-				
HCM Control Delay (s)	16.9	-	-	22.9	0	0	-	-				
HCM Lane LOS	C	-	-	C	A	A	-	-				
HCM 95th %tile Q(veh)	0.6	-	-	1.4	-	0	-	-				
Notes												
~: Volume exceeds capacity \$: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon												

HCM 6th Signalized Intersection Summary 3: CR 462 (S) & US 301

02/01/2024

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	0	0	0	63	0	181	0	727	77	404	1214	0
Future Volume (veh/h)	0	0	0	63	0	181	0	727	77	404	1214	0
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	0	0	0	68	0	197	0	790	84	439	1320	0
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	129	2	0	172	165	420	676	2213	235	1056	2836	1202
Arrive On Green	0.00	0.00	0.00	0.06	0.00	0.09	0.00	0.68	0.68	0.06	0.80	0.00
Sat Flow, veh/h	3456	1870	1585	1781	1870	2790	3456	3241	345	3456	3554	1585
Grp Volume(v), veh/h	0	0	0	68	0	197	0	433	441	439	1320	0
Grp Sat Flow(s),veh/h/ln	1728	1870	1585	1781	1870	1395	1728	1777	1808	1728	1777	1585
Q Serve(g_s), s	0.0	0.0	0.1	4.3	0.0	7.4	0.0	11.7	11.7	3.9	13.6	4.5
Cycle Q Clear(g_c), s	0.0	0.0	0.1	4.3	0.0	7.4	0.0	11.7	11.7	3.9	13.6	4.5
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.19	1.00		1.00
Lane Grp Cap(c), veh/h	129	2	-61	172	165	420	676	1213	1235	1056	2836	1202
V/C Ratio(X)	0.00	0.00	0.00	0.39	0.00	0.47	0.00	0.36	0.36	0.42	0.47	0.00
Avail Cap(c_a), veh/h	444	581	430	172	524	956	1221	1213	1235	1325	2836	1202
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.00	0.00	0.00	1.00	0.00	1.00	0.00	1.00	1.00	1.00	1.00	0.00
Uniform Delay (d), s/veh	0.0	0.0	0.0	52.2	0.0	44.3	0.0	7.6	7.6	5.0	3.7	0.0
Incr Delay (d2), s/veh	0.0	0.0	0.0	1.5	0.0	0.8	0.0	0.8	0.8	0.3	0.6	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.0	0.0	0.0	2.0	0.0	2.6	0.0	4.4	4.5	1.2	3.9	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	0.0	0.0	0.0	53.7	0.0	45.1	0.0	8.4	8.4	5.2	4.3	0.0
LnGrp LOS	A	A	A	D	A	D	A	A	A	A	A	A
Approach Vol, veh/h	0				265				874			
Approach Delay, s/veh	0.0				47.3				8.4			
Approach LOS					D				A			
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	13.1	85.0	13.0	3.1	0.0	98.1	0.0	16.1				
Change Period (Y+Rc), s	6.0	7.0	6.0	* 6	4.5	7.0	4.5	6.0				
Max Green Setting (Gmax), s	16.0	78.0	7.0	* 36	18.1	77.4	10.5	32.0				
Max Q Clear Time (g_c+I1), s	5.9	13.7	6.3	0.0	0.0	15.6	0.0	9.4				
Green Ext Time (p_c), s	1.2	6.9	0.0	0.0	0.0	15.1	0.0	0.7				
Intersection Summary												
HCM 6th Ctrl Delay	9.6											
HCM 6th LOS	A											
Notes												

Intersection						
Int Delay, s/veh	0.1					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	6	8	1	803	1353	7
Future Vol, veh/h	6	8	1	803	1353	7
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	120	465	-	-	-
Veh in Median Storage, #	1	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	7	9	1	873	1471	8
Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	1914	740	1479	0	-	0
Stage 1	1475	-	-	-	-	-
Stage 2	439	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	60	359	451	-	-	-
Stage 1	177	-	-	-	-	-
Stage 2	617	-	-	-	-	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	60	359	451	-	-	-
Mov Cap-2 Maneuver	143	-	-	-	-	-
Stage 1	177	-	-	-	-	-
Stage 2	617	-	-	-	-	-
Approach	EB	NB		SB		
HCM Control Delay, s	22.2	0		0		
HCM LOS	C					
Minor Lane/Major Mvmt	NBL	NBT	EBLn1	EBLn2	SBT	SBR
Capacity (veh/h)	451	-	143	359	-	-
HCM Lane V/C Ratio	0.002	-	0.046	0.024	-	-
HCM Control Delay (s)	13	-	31.4	15.3	-	-
HCM Lane LOS	B	-	D	C	-	-
HCM 95th %tile Q(veh)	0	-	0.1	0.1	-	-

HCM 6th Signalized Intersection Summary

5: CR 466A & US 301

02/01/2024

						
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (veh/h)	204	146	902	155	169	1234
Future Volume (veh/h)	204	146	902	155	169	1234
Initial Q (Qb), veh	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00	1.00		1.00	1.00	
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No		No			No
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	222	159	980	168	184	1341
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	251	297	2074	355	392	2749
Arrive On Green	0.14	0.14	0.68	0.68	0.05	0.77
Sat Flow, veh/h	1781	1585	3128	520	1781	3647
Grp Volume(v), veh/h	222	159	574	574	184	1341
Grp Sat Flow(s),veh/h/ln	1781	1585	1777	1777	1781	1777
Q Serve(g_s), s	18.3	13.6	22.6	22.7	4.4	20.6
Cycle Q Clear(g_c), s	18.3	13.6	22.6	22.7	4.4	20.6
Prop In Lane	1.00	1.00		0.29	1.00	
Lane Grp Cap(c), veh/h	251	297	1215	1215	392	2749
V/C Ratio(X)	0.88	0.53	0.47	0.47	0.47	0.49
Avail Cap(c_a), veh/h	342	378	1215	1215	531	2749
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	63.2	55.0	11.1	11.1	8.7	6.2
Incr Delay (d2), s/veh	18.2	1.5	1.3	1.3	0.9	0.6
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	9.6	5.6	9.2	9.2	1.7	7.3
Unsig. Movement Delay, s/veh						
LnGrp Delay(d),s/veh	81.4	56.5	12.4	12.4	9.6	6.8
LnGrp LOS	F	E	B	B	A	A
Approach Vol, veh/h	381		1148			1525
Approach Delay, s/veh	71.0		12.4			7.1
Approach LOS	E		B			A
Timer - Assigned Phs	1	2			6	8
Phs Duration (G+Y+Rc), s	13.5	109.1			122.6	27.4
Change Period (Y+Rc), s	6.5	6.6			6.6	6.2
Max Green Setting (Gmax), s	18.7	83.2			108.4	28.8
Max Q Clear Time (g_c+I1), s	6.4	24.7			22.6	20.3
Green Ext Time (p_c), s	0.4	10.7			16.0	0.8
Intersection Summary						
HCM 6th Ctrl Delay			17.1			
HCM 6th LOS			B			

Intersection						
Int Delay, s/veh	3.4					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	12	20	12	7	10	7
Future Vol, veh/h	12	20	12	7	10	7
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	13	22	13	8	11	8
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	21	0	-	0	65	17
Stage 1	-	-	-	-	17	-
Stage 2	-	-	-	-	48	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1595	-	-	-	941	1062
Stage 1	-	-	-	-	1006	-
Stage 2	-	-	-	-	974	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1595	-	-	-	933	1062
Mov Cap-2 Maneuver	-	-	-	-	933	-
Stage 1	-	-	-	-	998	-
Stage 2	-	-	-	-	974	-
Approach	EB	WB		SB		
HCM Control Delay, s	2.7	0		8.7		
HCM LOS				A		
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	1595	-	-	-	982	
HCM Lane V/C Ratio	0.008	-	-	-	0.019	
HCM Control Delay (s)	7.3	0	-	-	8.7	
HCM Lane LOS	A	A	-	-	A	
HCM 95th %tile Q(veh)	0	-	-	-	0.1	

Intersection												
Int Delay, s/veh	3.1											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	16	126	15	31	57	28	12	9	18	14	0	14
Future Vol, veh/h	16	126	15	31	57	28	12	9	18	14	0	14
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	17	137	16	34	62	30	13	10	20	15	0	15
Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	92	0	0	153	0	0	332	339	145	339	332	77
Stage 1	-	-	-	-	-	-	179	179	-	145	145	-
Stage 2	-	-	-	-	-	-	153	160	-	194	187	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1503	-	-	1428	-	-	621	582	902	615	588	984
Stage 1	-	-	-	-	-	-	823	751	-	858	777	-
Stage 2	-	-	-	-	-	-	849	766	-	808	745	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1503	-	-	1428	-	-	594	560	902	577	566	984
Mov Cap-2 Maneuver	-	-	-	-	-	-	594	560	-	577	566	-
Stage 1	-	-	-	-	-	-	813	742	-	848	758	-
Stage 2	-	-	-	-	-	-	815	747	-	771	736	-
Approach	EB			WB			NB			SB		
HCM Control Delay, s	0.8			2			10.5			10.2		
HCM LOS							B			B		
Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1				
Capacity (veh/h)	694	1503	-	-	1428	-	-	727				
HCM Lane V/C Ratio	0.061	0.012	-	-	0.024	-	-	0.042				
HCM Control Delay (s)	10.5	7.4	0	-	7.6	0	-	10.2				
HCM Lane LOS	B	A	A	-	A	A	-	B				
HCM 95th %tile Q(veh)	0.2	0	-	-	0.1	-	-	0.1				

Intersection												
Int Delay, s/veh	1.3											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations			↗			↗	↗	↗↖		↗	↗↖	
Traffic Vol, veh/h	24	1	76	1	0	0	167	1805	1	1	1195	58
Future Vol, veh/h	24	1	76	1	0	0	167	1805	1	1	1195	58
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	0	-	-	0	420	-	-	425	-	-
Veh in Median Storage, #	-	1	-	-	1	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	26	1	83	1	0	0	182	1962	1	1	1299	63
Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	2678	3660	681	2979	-	982	1362	0	0	1963	0	0
Stage 1	1333	1333	-	2327	-	-	-	-	-	-	-	-
Stage 2	1345	2327	-	652	-	-	-	-	-	-	-	-
Critical Hdwy	7.54	6.54	6.94	7.54	-	6.94	4.14	-	-	4.14	-	-
Critical Hdwy Stg 1	6.54	5.54	-	6.54	-	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.54	5.54	-	6.54	-	-	-	-	-	-	-	-
Follow-up Hdwy	3.52	4.02	3.32	3.52	-	3.32	2.22	-	-	2.22	-	-
Pot Cap-1 Maneuver	~ 11	5	393	6	0	248	501	-	-	293	-	-
Stage 1	162	221	-	38	0	-	-	-	-	-	-	-
Stage 2	160	70	-	423	0	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	~ 8	3	393	3	-	248	501	-	-	293	-	-
Mov Cap-2 Maneuver	50	34	-	19	-	-	-	-	-	-	-	-
Stage 1	103	220	-	24	-	-	-	-	-	-	-	-
Stage 2	102	45	-	331	-	-	-	-	-	-	-	-
Approach	EB		WB		NB		SB					
HCM Control Delay, s	16.6		0		1.4		0					
HCM LOS	C		A									
Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR					
Capacity (veh/h)	501	-	-	393	-	293	-	-				
HCM Lane V/C Ratio	0.362	-	-	0.21	-	0.004	-	-				
HCM Control Delay (s)	16.2	-	-	16.6	0	17.3	-	-				
HCM Lane LOS	C	-	-	C	A	C	-	-				
HCM 95th %tile Q(veh)	1.6	-	-	0.8	-	0	-	-				
Notes												
~: Volume exceeds capacity		\$: Delay exceeds 300s		+: Computation Not Defined				*: All major volume in platoon				

HCM 6th Signalized Intersection Summary 3: CR 462 (S) & US 301

01/31/2024

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	0	0	0	73	0	564	0	1229	43	296	917	0
Future Volume (veh/h)	0	0	0	73	0	564	0	1229	43	296	917	0
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	0	0	0	79	0	613	0	1336	47	322	997	0
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	309	237	148	326	418	781	718	2028	71	544	2417	1025
Arrive On Green	0.00	0.00	0.00	0.05	0.00	0.22	0.00	0.58	0.58	0.06	0.68	0.00
Sat Flow, veh/h	3456	1870	1585	1781	1870	2790	3456	3502	123	3456	3554	1585
Grp Volume(v), veh/h	0	0	0	79	0	613	0	677	706	322	997	0
Grp Sat Flow(s),veh/h/ln	1728	1870	1585	1781	1870	1395	1728	1777	1848	1728	1777	1585
Q Serve(g_s), s	0.0	0.0	4.5	5.0	0.0	27.3	0.0	34.9	35.0	4.8	16.8	4.5
Cycle Q Clear(g_c), s	0.0	0.0	4.5	5.0	0.0	27.3	0.0	34.9	35.0	4.8	16.8	4.5
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.07	1.00		1.00
Lane Grp Cap(c), veh/h	309	237	148	326	418	781	718	1029	1070	544	2417	1025
V/C Ratio(X)	0.00	0.00	0.00	0.24	0.00	0.79	0.00	0.66	0.66	0.59	0.41	0.00
Avail Cap(c_a), veh/h	575	493	365	326	444	820	1180	1029	1070	760	2417	1025
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.00	0.00	0.00	1.00	0.00	1.00	0.00	1.00	1.00	1.00	1.00	0.00
Uniform Delay (d), s/veh	0.0	0.0	0.0	45.8	0.0	44.8	0.0	19.3	19.3	17.9	9.6	0.0
Incr Delay (d2), s/veh	0.0	0.0	0.0	0.4	0.0	4.8	0.0	3.3	3.2	1.0	0.5	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.0	0.0	0.0	2.3	0.0	10.0	0.0	15.0	15.7	2.1	6.5	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	0.0	0.0	0.0	46.2	0.0	49.6	0.0	22.6	22.5	18.9	10.1	0.0
LnGrp LOS	A	A	A	D	A	D	A	C	C	B	B	A
Approach Vol, veh/h	0				692				1383			
Approach Delay, s/veh	0.0				49.2				22.5			
Approach LOS					D				C			
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	13.6	85.0	13.0	23.1	0.0	98.6	0.0	36.1				
Change Period (Y+Rc), s	6.0	7.0	6.0	* 6	4.5	7.0	4.5	6.0				
Max Green Setting (Gmax), s	16.0	78.0	7.0	* 36	18.1	77.4	10.5	32.0				
Max Q Clear Time (g_c+I1), s	6.8	37.0	7.0	0.0	0.0	18.8	0.0	29.3				
Green Ext Time (p_c), s	0.8	13.6	0.0	0.0	0.0	9.5	0.0	0.8				
Intersection Summary												
HCM 6th Ctrl Delay	24.0											
HCM 6th LOS	C											
Notes												

Intersection						
Int Delay, s/veh	0.1					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	6	8	1	1274	1033	7
Future Vol, veh/h	6	8	1	1274	1033	7
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	120	465	-	-	-
Veh in Median Storage, #	1	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	7	9	1	1385	1123	8
Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	1822	566	1131	0	-	0
Stage 1	1127	-	-	-	-	-
Stage 2	695	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	69	467	613	-	-	-
Stage 1	271	-	-	-	-	-
Stage 2	456	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	69	467	613	-	-	-
Mov Cap-2 Maneuver	184	-	-	-	-	-
Stage 1	270	-	-	-	-	-
Stage 2	456	-	-	-	-	-
Approach	EB	NB		SB		
HCM Control Delay, s	18.2	0		0		
HCM LOS	C					
Minor Lane/Major Mvmt	NBL	NBT	EBLn1	EBLn2	SBT	SBR
Capacity (veh/h)	613	-	184	467	-	-
HCM Lane V/C Ratio	0.002	-	0.035	0.019	-	-
HCM Control Delay (s)	10.9	-	25.3	12.9	-	-
HCM Lane LOS	B	-	D	B	-	-
HCM 95th %tile Q(veh)	0	-	0.1	0.1	-	-

HCM 6th Signalized Intersection Summary 5: CR 466A & US 301

01/31/2024

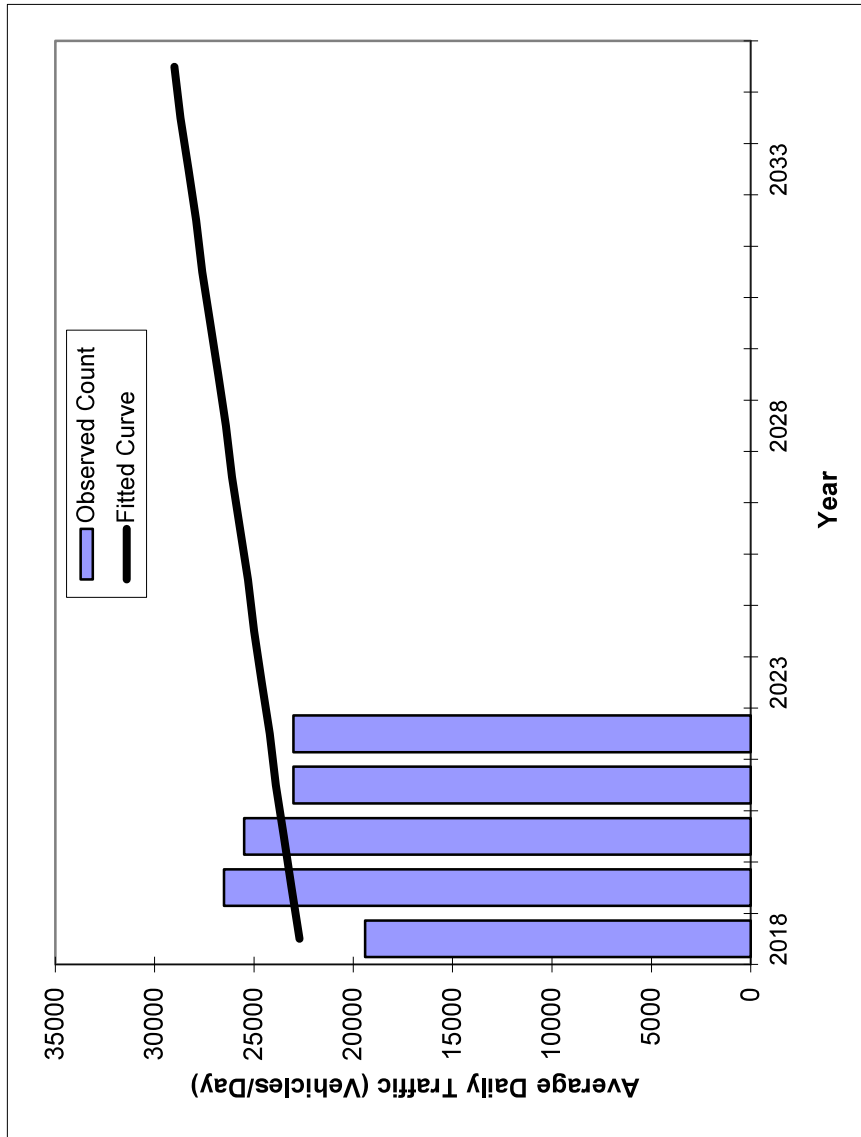
						
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (veh/h)	239	103	1280	211	97	1167
Future Volume (veh/h)	239	103	1280	211	97	1167
Initial Q (Qb), veh	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00	1.00		1.00	1.00	
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No		No			No
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	260	112	1391	229	105	1268
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	286	328	2034	331	248	2680
Arrive On Green	0.16	0.16	0.66	0.66	0.05	0.75
Sat Flow, veh/h	1781	1585	3154	498	1781	3647
Grp Volume(v), veh/h	260	112	800	820	105	1268
Grp Sat Flow(s),veh/h/ln	1781	1585	1777	1781	1781	1777
Q Serve(g_s), s	21.5	9.0	41.2	42.9	2.6	20.5
Cycle Q Clear(g_c), s	21.5	9.0	41.2	42.9	2.6	20.5
Prop In Lane	1.00	1.00		0.28	1.00	
Lane Grp Cap(c), veh/h	286	328	1181	1184	248	2680
V/C Ratio(X)	0.91	0.34	0.68	0.69	0.42	0.47
Avail Cap(c_a), veh/h	342	377	1181	1184	388	2680
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	61.9	50.8	15.4	15.6	16.2	7.1
Incr Delay (d2), s/veh	24.5	0.6	3.1	3.3	1.1	0.6
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	11.7	3.7	17.2	18.0	1.6	7.5
Unsig. Movement Delay, s/veh						
LnGrp Delay(d),s/veh	86.3	51.4	18.5	19.0	17.3	7.7
LnGrp LOS	F	D	B	B	B	A
Approach Vol, veh/h	372		1620			1373
Approach Delay, s/veh	75.8		18.7			8.4
Approach LOS	E		B			A
Timer - Assigned Phs	1	2			6	8
Phs Duration (G+Y+Rc), s	13.4	106.3			119.7	30.3
Change Period (Y+Rc), s	6.5	6.6			6.6	6.2
Max Green Setting (Gmax), s	18.7	83.2			108.4	28.8
Max Q Clear Time (g_c+I1), s	4.6	44.9			22.5	23.5
Green Ext Time (p_c), s	0.2	17.7			14.4	0.6
Intersection Summary						
HCM 6th Ctrl Delay			20.8			
HCM 6th LOS			C			

Intersection						
Int Delay, s/veh	3.7					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	21	8	31	15	11	12
Future Vol, veh/h	21	8	31	15	11	12
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	23	9	34	16	12	13
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	50	0	-	0	97	42
Stage 1	-	-	-	-	42	-
Stage 2	-	-	-	-	55	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1557	-	-	-	902	1029
Stage 1	-	-	-	-	980	-
Stage 2	-	-	-	-	968	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1557	-	-	-	888	1029
Mov Cap-2 Maneuver	-	-	-	-	888	-
Stage 1	-	-	-	-	965	-
Stage 2	-	-	-	-	968	-
Approach	EB	WB		SB		
HCM Control Delay, s	5.3	0		8.9		
HCM LOS				A		
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	1557	-	-	-	956	
HCM Lane V/C Ratio	0.015	-	-	-	0.026	
HCM Control Delay (s)	7.3	0	-	-	8.9	
HCM Lane LOS	A	A	-	-	A	
HCM 95th %tile Q(veh)	0	-	-	-	0.1	

Appendix F: Historical Trends Analysis

FIN#	0
Location	1

County:	Orange (75)
Station #:	750592
Highway:	US 301



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2018	19400	22700
2019	26500	23100
2020	25500	23500
2021	23000	23900
2022	23000	24200
2023 Opening Year Trend		
2023	N/A	24600
2024 Mid-Year Trend		
2024	N/A	25000
2025 Design Year Trend		
2025	N/A	25300
TRANPLAN Forecasts/Trends		

***Axle-Adjusted**

** Annual Trend Increase:	370
Trend R-squared:	4.52%
Trend Annual Historic Growth Rate:	1.65%
Trend Growth Rate (2022 to Design Year):	1.52%
Printed:	21-Dec-23

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2022 HISTORICAL AADT REPORT

COUNTY: 18 - SUMTER

SITE: 0002 - ON US-301, 0.025 MI. N OF CR-272

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
----	-----	-----	-----	-----	-----	-----
2022	23000 F	N 11500	S 11500	9.00	54.00	11.90
2021	23000 C	N 11500	S 11500	9.00	53.00	11.90
2020	25500 F	N 12500	S 13000	9.00	54.70	12.20
2019	26500 C	N 13000	S 13500	9.00	53.30	12.20
2018	19400 F	N 9700	S 9700	9.00	53.70	12.90
2017	19400 C	N 9700	S 9700	9.00	53.50	12.90
2016	20500 C	N 10000	S 10500	9.00	53.10	12.50
2015	16200 C	N 8000	S 8200	9.00	54.70	11.30
2014	15800 C	N 8000	S 7800	9.00	55.10	11.30
2013	16200 C	N 7900	S 8300	9.00	56.40	13.60
2012	14500 C	N 7300	S 7200	9.00	56.30	10.70
2011	13500 C	N 6800	S 6700	9.00	51.30	10.70
2010	15100 C	N 8000	S 7100	9.85	55.51	14.40
2009	14500 C	N 7400	S 7100	9.88	55.48	12.20
2008	15100 C	N 7600	S 7500	10.19	54.63	12.20
2007	15100 C	N 7700	S 7400	10.14	54.93	12.20

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

Appendix G: Projected Intersection Analysis Output

Intersection												
Int Delay, s/veh	5.3											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	23	234	11	52	88	25	19	44	98	12	11	16
Future Vol, veh/h	23	234	11	52	88	25	19	44	98	12	11	16
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	25	254	12	57	96	27	21	48	107	13	12	17
Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	123	0	0	266	0	0	548	547	260	612	540	110
Stage 1	-	-	-	-	-	-	310	310	-	224	224	-
Stage 2	-	-	-	-	-	-	238	237	-	388	316	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1464	-	-	1298	-	-	447	445	779	405	449	943
Stage 1	-	-	-	-	-	-	700	659	-	779	718	-
Stage 2	-	-	-	-	-	-	765	709	-	636	655	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1464	-	-	1298	-	-	408	416	779	303	419	943
Mov Cap-2 Maneuver	-	-	-	-	-	-	408	416	-	303	419	-
Stage 1	-	-	-	-	-	-	686	646	-	763	684	-
Stage 2	-	-	-	-	-	-	703	676	-	498	642	-
Approach	EB			WB			NB			SB		
HCM Control Delay, s	0.6			2.5			13.9			13.4		
HCM LOS							B			B		
Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1				
Capacity (veh/h)	579	1464	-	-	1298	-	-	471				
HCM Lane V/C Ratio	0.302	0.017	-	-	0.044	-	-	0.09				
HCM Control Delay (s)	13.9	7.5	0	-	7.9	0	-	13.4				
HCM Lane LOS	B	A	A	-	A	A	-	B				
HCM 95th %tile Q(veh)	1.3	0.1	-	-	0.1	-	-	0.3				

Intersection												
Int Delay, s/veh	2.2											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations			↗			↗	↗	↗↘		↗	↗↘	
Traffic Vol, veh/h	73	0	109	0	0	0	65	963	0	0	1666	41
Future Vol, veh/h	73	0	109	0	0	0	65	963	0	0	1666	41
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	0	-	-	0	420	-	-	425	-	-
Veh in Median Storage, #	-	1	-	-	1	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	79	0	118	0	0	0	71	1047	0	0	1811	45
Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	2500	-	928	-	-	524	1856	0	0	1047	0	0
Stage 1	1834	-	-	-	-	-	-	-	-	-	-	-
Stage 2	666	-	-	-	-	-	-	-	-	-	-	-
Critical Hdwy	7.54	-	6.94	-	-	6.94	4.14	-	-	4.14	-	-
Critical Hdwy Stg 1	6.54	-	-	-	-	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.54	-	-	-	-	-	-	-	-	-	-	-
Follow-up Hdwy	3.52	-	3.32	-	-	3.32	2.22	-	-	2.22	-	-
Pot Cap-1 Maneuver	~ 15	0	270	0	0	498	322	-	-	660	-	-
Stage 1	~ 79	0	-	0	0	-	-	-	-	-	-	-
Stage 2	415	0	-	0	0	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	~ 12	-	270	-	-	498	322	-	-	660	-	-
Mov Cap-2 Maneuver	~ 50	-	-	-	-	-	-	-	-	-	-	-
Stage 1	~ 62	-	-	-	-	-	-	-	-	-	-	-
Stage 2	323	-	-	-	-	-	-	-	-	-	-	-
Approach	EB		WB		NB		SB					
HCM Control Delay, s	28.4		0		1.2		0					
HCM LOS	D		A									
Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR					
Capacity (veh/h)	322	-	-	270	-	660	-	-				
HCM Lane V/C Ratio	0.219	-	-	0.439	-	-	-	-				
HCM Control Delay (s)	19.3	-	-	28.4	0	0	-	-				
HCM Lane LOS	C	-	-	D	A	A	-	-				
HCM 95th %tile Q(veh)	0.8	-	-	2.1	-	0	-	-				
Notes												
~: Volume exceeds capacity		\$: Delay exceeds 300s		+: Computation Not Defined				*: All major volume in platoon				

HCM 6th Signalized Intersection Summary

3: CR 462 (S) & US 301

02/01/2024

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	155	203	109	66	106	189	85	763	81	422	1302	81
Future Volume (veh/h)	155	203	109	66	106	189	85	763	81	422	1302	81
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	168	221	118	72	115	205	92	829	88	459	1415	88
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	479	262	299	166	270	615	490	1802	191	842	2111	1031
Arrive On Green	0.06	0.14	0.14	0.05	0.14	0.14	0.05	0.56	0.56	0.08	0.59	0.59
Sat Flow, veh/h	3456	1870	1585	1781	1870	2790	3456	3241	344	3456	3554	1585
Grp Volume(v), veh/h	168	221	118	72	115	205	92	454	463	459	1415	88
Grp Sat Flow(s),veh/h/ln	1728	1870	1585	1781	1870	1395	1728	1777	1808	1728	1777	1585
Q Serve(g_s), s	5.8	16.2	9.2	4.8	7.9	8.7	1.5	21.4	21.4	7.7	37.7	2.9
Cycle Q Clear(g_c), s	5.8	16.2	9.2	4.8	7.9	8.7	1.5	21.4	21.4	7.7	37.7	2.9
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.19	1.00		1.00
Lane Grp Cap(c), veh/h	479	262	299	166	270	615	490	988	1005	842	2111	1031
V/C Ratio(X)	0.35	0.84	0.39	0.43	0.43	0.33	0.19	0.46	0.46	0.55	0.67	0.09
Avail Cap(c_a), veh/h	543	473	478	166	426	848	769	988	1005	973	2111	1031
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	47.8	58.8	49.9	49.0	54.7	46.0	15.6	18.6	18.6	13.4	19.2	9.1
Incr Delay (d2), s/veh	0.4	7.2	0.8	1.8	1.1	0.3	0.2	1.5	1.5	0.6	1.7	0.2
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.5	8.2	3.7	2.2	3.8	3.1	0.6	9.2	9.4	3.0	15.7	1.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	48.3	66.1	50.7	50.7	55.8	46.3	15.8	20.1	20.1	14.0	20.9	9.3
LnGrp LOS	D	E	D	D	E	D	B	C	C	B	C	A
Approach Vol, veh/h	507				392				1009			
Approach Delay, s/veh	56.6				49.9				19.7			
Approach LOS	E				D				B			
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	16.7	85.0	13.0	25.7	11.3	90.4	12.4	26.3				
Change Period (Y+Rc), s	6.0	7.0	6.0	* 6	4.5	7.0	4.5	6.0				
Max Green Setting (Gmax), s	16.0	78.0	7.0	* 36	18.1	77.4	10.5	32.0				
Max Q Clear Time (g_c+I1), s	9.7	23.4	6.8	18.2	3.5	39.7	7.8	10.7				
Green Ext Time (p_c), s	1.0	7.4	0.0	1.5	0.2	15.5	0.1	1.4				
Intersection Summary												
HCM 6th Ctrl Delay	27.1											
HCM 6th LOS	C											
Notes												

* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

Intersection						
Int Delay, s/veh	0.4					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	6	36	11	928	1556	7
Future Vol, veh/h	6	36	11	928	1556	7
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	120	465	-	-	-
Veh in Median Storage, #	1	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	7	39	12	1009	1691	8
Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	2224	850	1699	0	-	0
Stage 1	1695	-	-	-	-	-
Stage 2	529	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	37	304	371	-	-	-
Stage 1	134	-	-	-	-	-
Stage 2	555	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	36	304	371	-	-	-
Mov Cap-2 Maneuver	106	-	-	-	-	-
Stage 1	130	-	-	-	-	-
Stage 2	555	-	-	-	-	-
Approach	EB	NB		SB		
HCM Control Delay, s	21.8	0.2		0		
HCM LOS	C					
Minor Lane/Major Mvmt	NBL	NBT	EBLn1	EBLn2	SBT	SBR
Capacity (veh/h)	371	-	106	304	-	-
HCM Lane V/C Ratio	0.032	-	0.062	0.129	-	-
HCM Control Delay (s)	15	-	41.2	18.6	-	-
HCM Lane LOS	C	-	E	C	-	-
HCM 95th %tile Q(veh)	0.1	-	0.2	0.4	-	-

HCM 6th Signalized Intersection Summary

5: CR 466A & US 301

02/01/2024

						
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (veh/h)	213	191	965	162	247	1345
Future Volume (veh/h)	213	191	965	162	247	1345
Initial Q (Qb), veh	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00	1.00		1.00	1.00	
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No		No			No
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	232	208	1049	176	268	1462
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	262	334	2012	337	380	2727
Arrive On Green	0.15	0.15	0.66	0.66	0.06	0.77
Sat Flow, veh/h	1781	1585	3139	510	1781	3647
Grp Volume(v), veh/h	232	208	611	614	268	1462
Grp Sat Flow(s),veh/h/ln	1781	1585	1777	1779	1781	1777
Q Serve(g_s), s	19.2	17.9	26.7	26.8	7.0	24.4
Cycle Q Clear(g_c), s	19.2	17.9	26.7	26.8	7.0	24.4
Prop In Lane	1.00	1.00		0.29	1.00	
Lane Grp Cap(c), veh/h	262	334	1174	1175	380	2727
V/C Ratio(X)	0.88	0.62	0.52	0.52	0.70	0.54
Avail Cap(c_a), veh/h	342	405	1174	1175	489	2727
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	62.7	53.8	13.2	13.2	12.8	6.9
Incr Delay (d2), s/veh	19.1	2.1	1.7	1.7	3.2	0.8
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	10.1	7.4	11.0	11.1	3.7	8.7
Unsig. Movement Delay, s/veh						
LnGrp Delay(d),s/veh	81.8	55.9	14.8	14.9	16.0	7.6
LnGrp LOS	F	E	B	B	B	A
Approach Vol, veh/h	440		1225			1730
Approach Delay, s/veh	69.6		14.8			8.9
Approach LOS	E		B			A
Timer - Assigned Phs	1	2			6	8
Phs Duration (G+Y+Rc), s	16.0	105.7			121.7	28.3
Change Period (Y+Rc), s	6.5	6.6			6.6	6.2
Max Green Setting (Gmax), s	18.7	83.2			108.4	28.8
Max Q Clear Time (g_c+I1), s	9.0	28.8			26.4	21.2
Green Ext Time (p_c), s	0.6	11.8			19.0	0.9
Intersection Summary						
HCM 6th Ctrl Delay			18.9			
HCM 6th LOS			B			

Intersection						
Int Delay, s/veh	6.1					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	113	53	19	46	31	37
Future Vol, veh/h	113	53	19	46	31	37
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	123	58	21	50	34	40
Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	146	54	74	0	-	0
Stage 1	54	-	-	-	-	-
Stage 2	92	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	846	1013	1526	-	-	-
Stage 1	969	-	-	-	-	-
Stage 2	932	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	834	1013	1526	-	-	-
Mov Cap-2 Maneuver	834	-	-	-	-	-
Stage 1	955	-	-	-	-	-
Stage 2	932	-	-	-	-	-
Approach	EB	NB		SB		
HCM Control Delay, s	10.1	2.2		0		
HCM LOS	B					
Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR	
Capacity (veh/h)	1526	-	884	-	-	
HCM Lane V/C Ratio	0.014	-	0.204	-	-	
HCM Control Delay (s)	7.4	0	10.1	-	-	
HCM Lane LOS	A	A	B	-	-	
HCM 95th %tile Q(veh)	0	-	0.8	-	-	

Intersection						
Int Delay, s/veh	6.2					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	34	21	13	17	38	58
Future Vol, veh/h	34	21	13	17	38	58
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	37	23	14	18	41	63
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	32	0	-	0	120	23
Stage 1	-	-	-	-	23	-
Stage 2	-	-	-	-	97	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1580	-	-	-	876	1054
Stage 1	-	-	-	-	1000	-
Stage 2	-	-	-	-	927	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1580	-	-	-	855	1054
Mov Cap-2 Maneuver	-	-	-	-	855	-
Stage 1	-	-	-	-	976	-
Stage 2	-	-	-	-	927	-
Approach	EB	WB		SB		
HCM Control Delay, s	4.5	0		9.2		
HCM LOS				A		
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	1580	-	-	-	-	965
HCM Lane V/C Ratio	0.023	-	-	-	-	0.108
HCM Control Delay (s)	7.3	0	-	-	-	9.2
HCM Lane LOS	A	A	-	-	-	A
HCM 95th %tile Q(veh)	0.1	-	-	-	-	0.4

Intersection												
Int Delay, s/veh	5.6											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	29	192	28	105	148	29	24	26	61	15	29	32
Future Vol, veh/h	29	192	28	105	148	29	24	26	61	15	29	32
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	32	209	30	114	161	32	26	28	66	16	32	35
Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	193	0	0	239	0	0	727	709	224	740	708	177
Stage 1	-	-	-	-	-	-	288	288	-	405	405	-
Stage 2	-	-	-	-	-	-	439	421	-	335	303	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1380	-	-	1328	-	-	339	359	815	333	360	866
Stage 1	-	-	-	-	-	-	720	674	-	622	598	-
Stage 2	-	-	-	-	-	-	597	589	-	679	664	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1380	-	-	1328	-	-	273	316	815	259	317	866
Mov Cap-2 Maneuver	-	-	-	-	-	-	273	316	-	259	317	-
Stage 1	-	-	-	-	-	-	701	656	-	605	541	-
Stage 2	-	-	-	-	-	-	488	532	-	581	646	-
Approach	EB			WB			NB			SB		
HCM Control Delay, s	0.9			3			15.8			16.1		
HCM LOS							C			C		
Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1				
Capacity (veh/h)	453	1380	-	-	1328	-	-	408				
HCM Lane V/C Ratio	0.266	0.023	-	-	0.086	-	-	0.202				
HCM Control Delay (s)	15.8	7.7	0	-	8	0	-	16.1				
HCM Lane LOS	C	A	A	-	A	A	-	C				
HCM 95th %tile Q(veh)	1.1	0.1	-	-	0.3	-	-	0.7				

Intersection												
Int Delay, s/veh	1.8											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations			↰			↰	↰	↰↱		↰	↰↱	
Traffic Vol, veh/h	37	1	86	1	0	0	186	2035	1	1	1436	77
Future Vol, veh/h	37	1	86	1	0	0	186	2035	1	1	1436	77
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	0	-	-	0	420	-	-	425	-	-
Veh in Median Storage, #	-	1	-	-	1	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	40	1	93	1	0	0	202	2212	1	1	1561	84
Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	3115	4222	823	3400	-	1107	1645	0	0	2213	0	0
Stage 1	1605	1605	-	2617	-	-	-	-	-	-	-	-
Stage 2	1510	2617	-	783	-	-	-	-	-	-	-	-
Critical Hdwy	7.54	6.54	6.94	7.54	-	6.94	4.14	-	-	4.14	-	-
Critical Hdwy Stg 1	6.54	5.54	-	6.54	-	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.54	5.54	-	6.54	-	-	-	-	-	-	-	-
Follow-up Hdwy	3.52	4.02	3.32	3.52	-	3.32	2.22	-	-	2.22	-	-
Pot Cap-1 Maneuver	~ 5	2	317	3	0	205	389	-	-	233	-	-
Stage 1	110	163	-	24	0	-	-	-	-	-	-	-
Stage 2	126	49	-	353	0	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	~ 3	~ 1	317	~ 1	-	205	389	-	-	233	-	-
Mov Cap-2 Maneuver	~ 27	19	-	9	-	-	-	-	-	-	-	-
Stage 1	53	162	-	12	-	-	-	-	-	-	-	-
Stage 2	61	24	-	246	-	-	-	-	-	-	-	-
Approach	EB		WB		NB		SB					
HCM Control Delay, s	21		0		2		0					
HCM LOS	C		A									
Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR					
Capacity (veh/h)	389	-	-	317	-	233	-	-				
HCM Lane V/C Ratio	0.52	-	-	0.295	-	0.005	-	-				
HCM Control Delay (s)	23.8	-	-	21	0	20.5	-	-				
HCM Lane LOS	C	-	-	C	A	C	-	-				
HCM 95th %tile Q(veh)	2.9	-	-	1.2	-	0	-	-				
Notes												
~: Volume exceeds capacity		\$: Delay exceeds 300s		+: Computation Not Defined				*: All major volume in platoon				

HCM 6th Signalized Intersection Summary 3: CR 462 (S) & US 301

01/31/2024

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	230	269	132	76	323	621	256	1409	45	345	1196	183
Future Volume (veh/h)	230	269	132	76	323	621	256	1409	45	345	1196	183
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	250	292	143	83	351	675	278	1532	49	375	1300	199
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	348	408	434	196	384	785	462	1759	56	427	1884	947
Arrive On Green	0.07	0.22	0.22	0.04	0.21	0.21	0.06	0.50	0.50	0.08	0.53	0.53
Sat Flow, veh/h	3456	1870	1585	1781	1870	2790	3456	3515	112	3456	3554	1585
Grp Volume(v), veh/h	250	292	143	83	351	675	278	773	808	375	1300	199
Grp Sat Flow(s),veh/h/ln	1728	1870	1585	1781	1870	1395	1728	1777	1850	1728	1777	1585
Q Serve(g_s), s	8.8	22.5	11.2	5.7	28.6	32.0	6.0	59.9	60.4	9.3	42.2	9.0
Cycle Q Clear(g_c), s	8.8	22.5	11.2	5.7	28.6	32.0	6.0	59.9	60.4	9.3	42.2	9.0
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.06	1.00		1.00
Lane Grp Cap(c), veh/h	348	408	434	196	384	785	462	889	926	427	1884	947
V/C Ratio(X)	0.72	0.72	0.33	0.42	0.91	0.86	0.60	0.87	0.87	0.88	0.69	0.21
Avail Cap(c_a), veh/h	348	426	450	196	384	785	670	889	926	518	1884	947
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	47.6	56.5	45.1	47.4	60.6	53.1	24.4	34.4	34.5	38.7	27.1	14.4
Incr Delay (d2), s/veh	6.9	5.4	0.4	1.4	25.9	9.5	1.3	11.3	11.2	13.9	2.1	0.5
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	4.2	11.3	4.5	2.6	16.4	13.6	2.5	28.4	29.8	8.2	18.4	3.4
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	54.5	61.9	45.6	48.9	86.5	62.6	25.6	45.7	45.7	52.5	29.2	14.9
LnGrp LOS	D	E	D	D	F	E	C	D	D	D	C	B
Approach Vol, veh/h	685			1109				1859			1874	
Approach Delay, s/veh	55.8			69.1				42.7			32.4	
Approach LOS	E			E				D			C	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	17.9	85.0	13.0	40.0	13.2	89.6	15.0	38.0				
Change Period (Y+Rc), s	6.0	7.0	6.0	* 6	4.5	7.0	4.5	6.0				
Max Green Setting (Gmax), s	16.0	78.0	7.0	* 36	18.1	77.4	10.5	32.0				
Max Q Clear Time (g_c+I1), s	11.3	62.4	7.7	24.5	8.0	44.2	10.8	34.0				
Green Ext Time (p_c), s	0.6	10.0	0.0	1.7	0.7	13.7	0.0	0.0				
Intersection Summary												
HCM 6th Ctrl Delay			46.1									
HCM 6th LOS			D									
Notes												

Intersection						
Int Delay, s/veh	0.3					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	6	23	26	1712	1449	7
Future Vol, veh/h	6	23	26	1712	1449	7
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	120	465	-	-	-
Veh in Median Storage, #	1	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	7	25	28	1861	1575	8
Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	2566	792	1583	0	-	0
Stage 1	1579	-	-	-	-	-
Stage 2	987	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	21	332	411	-	-	-
Stage 1	155	-	-	-	-	-
Stage 2	322	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	20	332	411	-	-	-
Mov Cap-2 Maneuver	98	-	-	-	-	-
Stage 1	144	-	-	-	-	-
Stage 2	322	-	-	-	-	-
Approach	EB	NB		SB		
HCM Control Delay, s	22.4	0.2		0		
HCM LOS	C					
Minor Lane/Major Mvmt	NBL	NBT	EBLn1	EBLn2	SBT	SBR
Capacity (veh/h)	411	-	98	332	-	-
HCM Lane V/C Ratio	0.069	-	0.067	0.075	-	-
HCM Control Delay (s)	14.4	-	44.3	16.7	-	-
HCM Lane LOS	B	-	E	C	-	-
HCM 95th %tile Q(veh)	0.2	-	0.2	0.2	-	-

HCM 6th Signalized Intersection Summary

5: CR 466A & US 301

01/31/2024

						
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (veh/h)	280	271	1480	243	225	1326
Future Volume (veh/h)	280	271	1480	243	225	1326
Initial Q (Qb), veh	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00	1.00		1.00	1.00	
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No		No			No
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	304	295	1609	264	245	1441
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	328	468	1766	283	267	2597
Arrive On Green	0.18	0.18	0.58	0.58	0.11	0.73
Sat Flow, veh/h	1781	1585	3161	491	1781	3647
Grp Volume(v), veh/h	304	295	916	957	245	1441
Grp Sat Flow(s),veh/h/ln	1781	1585	1777	1782	1781	1777
Q Serve(g_s), s	25.2	24.2	67.7	73.9	14.6	27.6
Cycle Q Clear(g_c), s	25.2	24.2	67.7	73.9	14.6	27.6
Prop In Lane	1.00	1.00		0.28	1.00	
Lane Grp Cap(c), veh/h	328	468	1023	1026	267	2597
V/C Ratio(X)	0.93	0.63	0.90	0.93	0.92	0.55
Avail Cap(c_a), veh/h	342	481	1023	1026	290	2597
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	60.2	45.7	27.9	29.2	50.6	9.2
Incr Delay (d2), s/veh	30.2	2.5	12.0	16.0	30.9	0.9
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	14.2	9.9	31.4	35.2	11.5	10.4
Unsig. Movement Delay, s/veh						
LnGrp Delay(d),s/veh	90.4	48.3	39.8	45.1	81.5	10.0
LnGrp LOS	F	D	D	D	F	B
Approach Vol, veh/h	599		1873			1686
Approach Delay, s/veh	69.6		42.5			20.4
Approach LOS	E		D			C
Timer - Assigned Phs	1	2			6	8
Phs Duration (G+Y+Rc), s	23.2	93.0			116.2	33.8
Change Period (Y+Rc), s	6.5	6.6			6.6	6.2
Max Green Setting (Gmax), s	18.7	83.2			108.4	28.8
Max Q Clear Time (g_c+I1), s	16.6	75.9			29.6	27.2
Green Ext Time (p_c), s	0.2	6.2			18.3	0.4
Intersection Summary						
HCM 6th Ctrl Delay			37.5			
HCM 6th LOS			D			

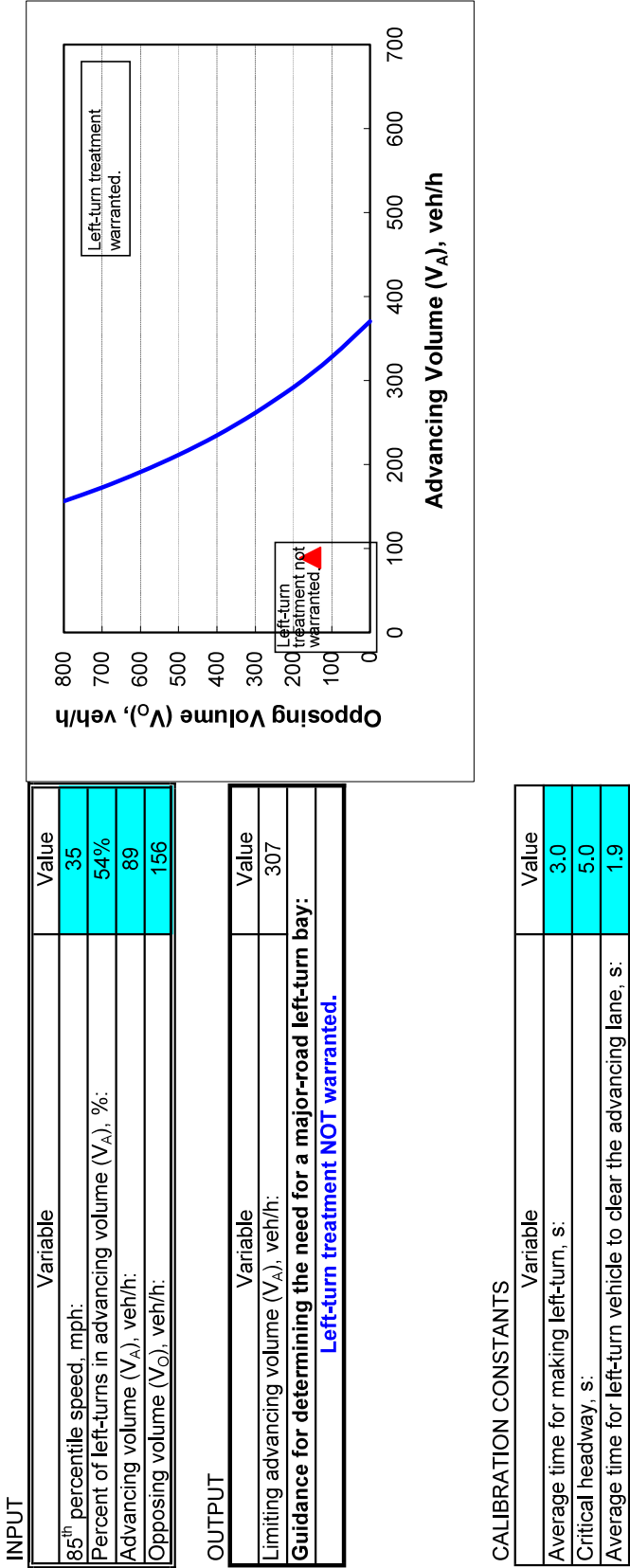
Intersection						
Int Delay, s/veh	3.1					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	32	26	48	41	48	108
Future Vol, veh/h	32	26	48	41	48	108
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	35	28	52	45	52	117
Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	260	111	169	0	-	0
Stage 1	111	-	-	-	-	-
Stage 2	149	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	729	942	1409	-	-	-
Stage 1	914	-	-	-	-	-
Stage 2	879	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	701	942	1409	-	-	-
Mov Cap-2 Maneuver	701	-	-	-	-	-
Stage 1	879	-	-	-	-	-
Stage 2	879	-	-	-	-	-
Approach	EB	NB		SB		
HCM Control Delay, s	9.9	4.1		0		
HCM LOS	A					
Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR	
Capacity (veh/h)	1409	-	792	-	-	
HCM Lane V/C Ratio	0.037	-	0.08	-	-	
HCM Control Delay (s)	7.7	0	9.9	-	-	
HCM Lane LOS	A	A	A	-	-	
HCM 95th %tile Q(veh)	0.1	-	0.3	-	-	

Intersection						
Int Delay, s/veh	5.8					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	83	8	32	41	27	57
Future Vol, veh/h	83	8	32	41	27	57
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	90	9	35	45	29	62
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	80	0	-	0	247	58
Stage 1	-	-	-	-	58	-
Stage 2	-	-	-	-	189	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1518	-	-	-	741	1008
Stage 1	-	-	-	-	965	-
Stage 2	-	-	-	-	843	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1518	-	-	-	697	1008
Mov Cap-2 Maneuver	-	-	-	-	697	-
Stage 1	-	-	-	-	907	-
Stage 2	-	-	-	-	843	-
Approach	EB	WB		SB		
HCM Control Delay, s	6.9	0		9.6		
HCM LOS				A		
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	1518	-	-	-	882	
HCM Lane V/C Ratio	0.059	-	-	-	0.104	
HCM Control Delay (s)	7.5	0	-	-	9.6	
HCM Lane LOS	A	A	-	-	A	
HCM 95th %tile Q(veh)	0.2	-	-	-	0.3	

Appendix H: Turn Lane Analysis

Figure 2 - 5. Guideline for determining the need for a major-road left-turn bay at a two-way stop-controlled intersection.

2-lane roadway (English)



CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Tri-County Sanitation Franchise Amendment Modification

REQUESTED ACTION: Staff recommends approval.

CONTRACT: Vendor/Entity: Tri-County Sanitation
Effective Date: 4/22/2024 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. The ordinance must be amended from time to time to reflect the new service territory as the development expands, to modify the rates, and to address changing conditions. In October 2024, Waste Management will no longer be providing service to residential customers in the Tri-County Sanitation service area, but will retain certain commercial property accounts. Residential customers will now be serviced by Jacobs, the service provider in other parts of The Villages®.

The proposed ordinance updates the franchise territory to include additional properties that have been acquired by The Villages® as part of their continued expansion. The ordinance also establishes new rates that will be effective on October 1, 2024, and establishes how future rate increases are processed through the City. Rate increases are tied to various aspects of the Consumer Price Index and require a modification to the franchise ordinance only if the increase exceeds 10%.

ORDINANCE NO. O2024-22

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, AMENDING AND RESTATING ORDINANCE NO. O2017-18, ORDINANCE NO. O2019-8, ORDINANCE NO. O2019-50, ORDINANCE NO. O2020-15, ORDINANCE NO. O2020-62, ORDINANCE NO. O2022-55, AND ORDINANCE NO. O2023-45; PROVIDING A SHORT TITLE; PROVIDING FINDINGS AND INTENT; GRANTING A FRANCHISE TO TRI-COUNTY SANITATION, LLC, ITS SUCCESSORS AND ASSIGNS, A FRANCHISE TO CONSTRUCT, OWN, OPERATE AND MAINTAIN SOLID WASTE COLLECTION, CURBSIDE RECYCLING AND YARD WASTE COLLECTION SERVICE TO SERVE THE AREA SET FORTH IN THIS AGREEMENT; SETTING FORTH THE TERMS AND CONDITIONS UNDER WHICH SUCH FRANCHISE SHALL OPERATE; 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 “First Amended and Restated Tri-County Solid Waste Franchise 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) RP Fenney, LLC, The Villages of Lake-Sumter, Inc., The Villages Land Company, LLC, and The Villages Development Company, LLC (collectively, the “Developers”) have designated Tri-County Sanitation, LLC to be the solid waste collection provider within the Wildwood Springs Planned Development, The Villages of Southern Oaks, and such other areas developed within the City and incorporated within the communities generally known as “The Villages” and “Middleton” (collectively, the “Property”).

(3) The Property is currently located within the City’s exclusive solid waste collection service area.

(4) The City Commission has previously granted to Tri-County Sanitation, LLC (hereafter “Franchisee”), a franchise to provide Solid Waste Collection Services to serve substantial portions of the Property described in this agreement, as more particularly set forth in Ordinance No. O2017-18, and subsequently amended in Ordinance No O2019-8, Ordinance No. O2019-50, Ordinance No. O2020-15, Ordinance No. O2020-62, Ordinance No. O2022-55, and Ordinance No. O2023-45 (collectively, the “Prior Ordinances”).

(5) The City finds that, as the Villages of Southern Oaks expands, the Franchise Territory, as defined in and as evidenced by the Prior Ordinances, should also grow so that the Franchise Territory is coincident with the Property.

(6) The aforesaid rights-of-way to be used by the Franchisee 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 Franchisee.

(7) The City desires to ensure that the aforesaid rights-of-way used by the Franchisee are promptly restored to a safe and secure condition to protect the health, safety and welfare of the citizens and residents of the City.

(8) State statutes, City ordinances, and the City Charter authorize the City to grant franchises for the purposes set forth herein.

(9) After due deliberation and full consideration the City Commission has determined to amend and restate the Prior Ordinances and grant a franchise to Franchisee to provide such service, 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 "Curbside Recycling and Yard Waste Services" may include yard trash, clean debris, and recycling materials.

(c) The term "Customers" shall mean and include any and all organizations, firms, entities or persons who may desire or require Solid Waste Collection Services within the Franchise Territory.

(d) The term "Franchisee" shall mean Tri-County Sanitation, LLC, a Florida limited liability company, including employees, servants, partners, principals, and agents, or any entity who is assigned the franchise rights of Tri-County Sanitation, LLC, in accordance with this Ordinance.

(e) The term "Franchise" or "Franchise Agreement" shall mean this First Amended and Restated Tri-County Solid Waste Franchise Ordinance, as passed and adopted by the City and accepted by the Franchisee.

(f) 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, together with such other areas within the City incorporated within the community generally known as "The Villages" and "Middleton", as described in various The Villages of Southern Oaks Development Agreements entered into between the City and Franchisee's affiliate, The Villages Land Company, LLC, and/or The Villages Development Company, LLC, and (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 subject to this agreement. As such additional areas within the City are included within "The Villages" and "Middleton", the City Commission and the Franchisee shall

enter into an amendment to this Ordinance by amending the Franchise Territory to include the additional portion of the City brought within "The Villages" and "Middleton".

(g) The term "Operating Revenues" shall mean all user fees collected by Franchisee from the Solid Waste Collection Services by the Franchisee to Customers within and throughout the Franchise Territory. Operating Revenues shall not include Customer deposits or other non-user fees or charges not derived from the operation of the solid waste collection activities.

(h) The term "Solid Waste and Garbage Collection Service" may include garbage, refuse, white goods, or other discarded material, including solid or semisolid material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations.

(i) The term "Solid Waste Collection Services" shall mean the Curbside Recycling and Yard Waste Services and Solid Waste and Garbage Collection Service".

SECTION 4. AUTHORITY. This Ordinance is being adopted pursuant to the City's Charter, relevant special acts, and Chapter 166, Florida Statutes (2023).

SECTION 5. GRANT OF AUTHORITY. There is hereby granted by the City to the Franchisee the exclusive right, privilege, and franchise to operate the Solid Waste Collection Services within the Franchise Territory.

SECTION 6. NATURE OF FRANCHISE; POWERS RETAINED BY CITY. Once this Franchise becomes final, it shall be deemed both a contract and legislative act as provided under Florida law. This 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 this Franchise is subject to all ordinances and resolutions of the City Commission as the same now exist or may be hereafter amended, revised or modified to the extent not inconsistent with the terms of this Franchise. 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 fees 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 this Section 5 and to the extent that such ordinances are not preempted, as a matter of law, by federal or state law. The Franchisee shall, at all times, during the life of this Franchise, be subject to all lawful exercises of police power by the City, and to such reasonable laws, rules and regulations as the City shall hereafter, by resolution or ordinance provide.

SECTION 7. INDEMNIFICATION; INSURANCE.

(1) Franchisee 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 Franchisee of its rights contained herein.

(2) Franchisee, or its subcontractor, shall procure and maintain, for the duration of this Franchise, insurance for the Solid Waste Collection Services of the types and limits specified below:

- a. The Franchisee, or its subcontractor, shall not commence work under this Franchise Agreement until Franchisee has obtained all insurance required under and such insurance coverage has been approved by the City, nor shall the Franchisee allow any subcontractor or sub-subcontractor to commence work on subcontracts or sub-subcontracts until similar insurance of the subcontractor or sub-subcontractor has been obtained and approved in writing by the City. All insurance required by this Section shall be with a company licensed to do business in the State of Florida, and be otherwise satisfactory to the City. All insurance shall be issued by companies rated by A. H. Best's Rating Guide as A+ or better with a financial quality rating of VII or better. Insurance shall not be claims made insurance but shall be occurrence based.
- b. The Franchisee, or its subcontractor, shall provide and maintain during the life of this Franchise Agreement, at the Franchisee's own expense, Workers' Compensation Insurance for all his employees, who are employed in connection with the work, and in case the work is sublet or sub-sublet, the Franchisee shall require the subcontractor or sub-subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Franchisee. In case any class of employees engaged in hazardous work under this Franchise Agreement are not protected under the Workers' Compensation Statute, the Franchisee shall provide and shall cause each subcontractor or sub-subcontractor to provide adequate insurance coverage for the workers' compensation protection of his employees not under or otherwise protected.
- c. The Franchisee, or its subcontractor, shall provide and maintain during the life of this Franchise Agreement, at its own expense, such public liability and property damage insurance, with the City being named as an additional insured, as shall protect the Franchisee and any subcontractor or sub-subcontractor performing work covered by this Franchise Agreement, from claims for property damage, which may arise from operations under this Franchise Agreement, whether such operations be by itself or by a subcontractor or sub-subcontractor, or anyone directly employed by the Franchisee, or subcontractor, or sub-subcontractor and the amount of such insurance shall be as follows:
 - i. Commercial General Liability Insurance, including coverage for operations, independent contractors, products-completed operations, contractual, broad form property damage, and personal injury on an "occurrence" basis insuring the Franchisee and any other interests, including but not limited to any associated or subsidiary companies involved in the work, with limits of \$5,000,000 per occurrence and in the aggregate.

- ii. Automobile Liability Insurance which shall insure claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle used by the Franchisee or in any way connected with the Work which is the subject of this Franchise Agreement. The insurance shall include coverage for owned, hired, and non-owned vehicles. THE LIABILITY INSURANCE SHALL NAME THE CITY AS AN ADDITIONAL INSURED. The limit of liability shall be a combined single limit for bodily injury and property damage of no less than \$2,000,000. If insurance is provided with a general aggregate, then the aggregate shall be in an amount of no less than \$2,000,000.
- d. 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 Franchisee shall have the right to present any information that it deems relevant to the City Commission's determination regarding the same.

SECTION 8. SERVICE STANDARDS. Franchisee shall maintain and operate its Solid Waste Collection Services 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 Franchisee's operations.

SECTION 9. PAYMENTS TO THE CITY.

(1) Since the City is responsible for the cost of billing, accounting, and bad debt expense on all other solid waste collection franchise agreements of the City, and the Franchisee pursuant to this Franchise Agreement shall perform all such billing, collection, accounting, and assume liability for bad debt expense, a lower Franchise rate is both fair and justifiable. In consideration for the granting of this Franchise, the Franchisee (or its successors or assigns, as applicable), shall pay to the City (or its successors), an annual amount which will equal eight percent (8%) of Franchisee's annual gross Operating Revenues taken in and received by it for providing all aspects of Solid Waste Collection Services to its Customers within the Franchise Territory, as now or hereafter constituted. The Franchisee shall be permitted to collect the franchise fees provided for under this Franchise from its retail customers receiving Solid Waste Collection Services as a line item on its retail bills. The Franchisee may not incorporate any franchise fee into its other rates for service.

(2) The Franchisee 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 Franchisee within twenty (20) days after the date said payment is due, shall thereafter be payable with interest at the rate of fifteen percent (15%) per annum.

(3) The 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.

(4) The franchise fee payments, together with any interest that may apply, shall be made by wire transfer or other electronic means.

SECTION 10. RECORDS AND REPORTS. The City or its designated representative shall have the right during the term of this Franchise to examine, at all reasonable business hours, all of Franchisee's plans, contracts, accounting, finance, statistical, customer and service records relating to performance under this ordinance; provided, however, that the City expressly acknowledges and agrees that 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, Franchisee shall provide directly to the City an annual summary report showing gross revenues received by 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 Franchisee's service within the City. The City may audit the financial records of the Franchisee for the purpose of determining that proper collection or payment of franchise fees is being made by Franchisee in accordance with this Ordinance at the City's initial expense. 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, the Franchisee shall, in addition to paying the fees that should have been paid or collected, pay the cost of the audit.

SECTION 11. RATES. All rates and fees charged by Franchisee to both commercial and residential Customers of Solid Waste Collection Services prior to the Effective Date of this Franchise are hereby approved, and Franchisee may continue to charge such rates and fees. The rates for residential collection services are set forth in Subparagraph (1)a. The rates for commercial collection services are set forth in **Exhibit "B"** attached hereto. Permitted rate adjustments identify: (i) the Collection Fee and Fuel Fee component, and (ii) the Disposal Fee component. The Collection Fee and Fuel Fee component of the rates shall be adjusted, upward or downward, to reflect the change in the cost of collection due to inflation or deflation. Subject to the limitations in Subparagraphs (1)c., (2)c., and (3), Franchisee shall provide advance notice to the City Manager regarding all rate increases or decreases under Subparagraphs (1) and (2).

(1) Residential Rates. Franchisee may charge to residential Customers of Solid Waste Collection Services rates and fees that consist of a Collection Fee, a Disposal Fee, and a Fuel Fee.

- a. Collection Fee. On October 1, 2024, the Collection Fee for residential accounts shall equal \$23.00 per month. On October 1, 2025, and on every anniversary of that date throughout the term of this Franchise (each, a "Fee Adjustment Date"), the Collection Fee may increase by the greater of: (i) 2% of the Collection Fee payable during the immediately preceding 12-month period; or (ii) the weighted percentage increase in the consumer price index for All Urban Consumers, Not Seasonally Adjusted ("Residential CPI"), and the Employment Cost Index for Total Compensation, All Civilian Workers, Not

Seasonally Adjusted ("ECI"), each as published by the U.S. Department of Labor, where Residential CPI is weighted 30%, and ECI is weighted 70%.

- b. **Fuel Fee.** Franchise may charge to residential accounts as a Fuel Fee, only the amount that Franchisee actually pays to a Subcontractor for fuel fees. Increases to the Fuel Fee shall be subject to these limitations (i.e., a pass-through of Franchisee's costs paid to unaffiliated third parties), and occur no more frequently than semi-annually. The Fuel Fee will be a pass through of Franchisee's actual costs paid to Subcontractor for fuel. Franchisee shall keep separate detailed records of Franchisee's and Subcontractor's third party fuel costs, and upon request, City shall have the right to audit the actual costs paid by Franchisee to its Subcontractors as fuel fees to collect and transport waste under this Franchise.
- c. Notwithstanding anything else contained herein, the combined Collection Fee adjustment and Fuel Fee adjustment to the rates collectively shall not exceed an increase of ten percent (10%) in any single year. Increases to Collection Fee and Fuel Fee exceeding ten percent (10%) shall be subject to Subparagraph (3) below, while increases not exceeding ten percent (10%) shall not require further City approval.
- d. **Disposal Fee.**
 - i. Franchise may charge to residential accounts as a Disposal Fee, only the amount that Franchisee actually pays to a non-affiliated, third-party solid waste subcontractor (a "Subcontractor") for disposal services. Increases to the Disposal Fee shall be subject to these limitations (i.e., a pass-through of Franchisee's costs paid to unaffiliated third parties), and occur no more frequently than semi-annually. The Disposal Fee will be a pass through of Franchisee's actual costs paid to Subcontractor to dispose. Franchisee shall keep separate detailed records of Franchisee's and Subcontractor's third party disposal costs, and upon request, City shall have the right to audit the actual costs paid by Franchisee to its Subcontractors to dispose of waste under this Franchise.
 - ii. The Franchisee shall provide the City Manager with advance notice of any pending changes in the Disposal Fees and provide documentation from the third party denoting the pending changes. The Rate adjustment for the Disposal Fee shall be effective on the date of the change in the Disposal Fee with the Subcontractor or the date when the Franchisee gave notice of the rate adjustment to the City, whichever occurs later. Provided that appropriate notice and documentation is given to the City Manager, increases to the Disposal Fee shall not require further City approval.

(2) **Commercial Rates.** Commercial customer rates shall similarly consist of a Collection Fee, a Disposal Fee, and a Fuel Fee. On October 1, 2024, the solid waste rates for commercial accounts shall be as set forth in the attached **Exhibit "B"**.

- a. **Collection Fee.** On October 1, 2025, and on every Fee Adjustment Date occurring thereafter, the Collection Fee for commercial accounts may increase by the greater of: (i) 2% of the Collection Fee payable during the immediately preceding 12-month period; or (ii) the percentage increase in the consumer price index, Urban Wage Earners and Clerical Workers, United States, South Urban, not Seasonally Adjusted, as published by the U.S. Department of Labor ("Commercial CPI"), over a consistently-applied 12-month period that is prior to each Fee Adjustment Date.
- b. **Fuel Fee.** Franchise may charge to commercial accounts as a Fuel Fee, only the amount that Franchisee actually pays to a Subcontractor for fuel fees. Increases to the Fuel Fee shall be subject to these limitations (i.e., a pass-through of Franchisee's costs paid to unaffiliated third parties), and occur no more frequently than semi-annually. The Fuel Fee will be a pass through of Franchisee's actual costs paid to Subcontractor for fuel. Franchisee shall keep separate detailed records of Franchisee's and Subcontractor's third party fuel costs, and upon request, City shall have the right to audit the actual costs paid by Franchisee to its Subcontractors as fuel fees to collect and transport waste under this Franchise.
- c. Notwithstanding anything else contained herein, the combined Collection Fee adjustment and Fuel Fee adjustment to the rates collectively shall not exceed an increase of ten percent (10%) in any single year. Increases to Collection Fee and Fuel Fee exceeding ten percent (10%) shall be subject to Subparagraph (3) below, while increases not exceeding ten percent (10%) shall not require further City approval.
- d. **Disposal Fee.**
 - i. Franchise may charge to commercial accounts as a Disposal Fee, only the amount that Franchisee actually pays to a Subcontractor for disposal services. Increases to the Disposal Fee shall be subject to these limitations (i.e., a pass-through of Franchisee's costs paid to unaffiliated third parties), and occur no more frequently than semi-annually. The Disposal Fee will be a pass through of Franchisee's actual costs paid to Subcontractor to dispose. Franchisee shall keep separate detailed records of Franchisee's and Subcontractor's third party disposal costs, and upon request, City shall have the right to audit the actual costs paid by Franchisee to its Subcontractors to dispose of waste under this Franchise.
 - ii. The Franchisee shall provide the City Manager with advance notice of any pending changes in the Disposal Fees and provide

documentation from the third party denoting the pending changes. The rate adjustment for the Disposal Fee shall be effective on the date of the change in the Disposal Fee with the Subcontractor or the date when the Franchisee gave notice of the Rate adjustment to the City, whichever occurs later. Provided that appropriate notice and documentation is given to the City Manager, increases to the Disposal Fee shall not require further City approval.

(3) Extraordinary Rate Adjustments. Notwithstanding anything else contained herein, if the combined Collection Fee adjustment and Fuel Fee adjustment to the rates in a single operating year collectively would cause the rates to increase by an amount that exceeds ten percent (10%) of the rate in the prior operating year then Franchisee shall follow the procedure outlined herein.

- a. Once each operating year, before October 1, the Franchisee may petition the City Manager for a rate adjustment on the basis of extraordinary or unusual changes in the cost of its operations in excess of ten percent (10%) of the collection fee and fuel fee for residential or commercial rates. The Franchisee's petition shall contain a detailed justification for the rate adjustment. Among other things, the Franchisee's petition shall include adequate documentation of Franchisee's historical and current expenses, demonstrating that Franchisee has incurred an extraordinary increase in Franchisee's costs due to factors beyond the Franchisee's control, which have occurred through no fault or negligence of the Franchisee.
- b. At its expense, the City may audit the Franchisee's records to evaluate the Franchisee's request. The City Manager may request from the Franchisee, and the Franchisee shall provide, all of the information that is reasonably necessary for the City Manager to evaluate the Franchisee's petition. After receiving the necessary information, the City shall place the Franchisee's request and the City's recommendations on the agenda for one of the City Commission's public meetings.
- c. If necessary, the Franchisee shall be given a reasonable opportunity to explain the grounds for its petition at the public meeting conducted by the City Commission. The City Commission may grant, grant in part, or deny the Franchisee's request in a timely manner after the City Manager receives all of the information requested from the Franchisee. The City Commission may deny the Franchisee's request for any reason or no reason, in its sole discretion, as the City Commission deems appropriate. The City Commission's decision shall constitute final action by the City.
- d. If the Franchisee's request is granted in whole or in part, the City Commission shall have the right to reduce the Franchisee's Rates, if and to the extent that the factors causing the Franchisee's extraordinary price increase have been ameliorated or eliminated. Every twelve (12) months after a request is granted, the City Manager shall have the right to request, and the Franchisee shall prepare promptly upon request, an updated explanation of whether the

extraordinary rate increase should remain in effect. The City Manager may reduce the Franchisee's rates to the levels that were in effect before the extraordinary rate increase was granted, or to an appropriate intermediate level, unless the Franchisee demonstrates that the extraordinary rate should continue. The Commission shall provide at least thirty (30) days advance notice and a reasonable opportunity for the Franchisee to be heard by the Commission before the Commission reduces the Franchisee's Rates.

(4) In addition to permitted rate increases as set forth above, if performance of Solid Waste Collection Services is made unreasonably impractical, unreasonably difficult, or excessively costly as a result of any unforeseen occurrence, including but not limited to fire, flood, strike, acts of God, governmental action, pandemic or other occurrences, beyond Franchisee's and its Subcontractor's reasonable control, and Franchisee's Subcontractor passes additional costs through to Franchisee, Franchisee may petition the City to further pass those increased costs along to Customers. If the Franchisee wishes to exercise this option, the Franchisee shall follow the steps set forth in Subparagraph (3) above. Franchisee shall endeavor in good faith to limit any such increases to only those necessary to make Subcontractor whole, and only to the period during which such unforeseen occurrences persist.

(4) Rate Adjustments for Changes in Law. If a change in law will directly and materially affect the Franchisee's cost of providing its services under this Franchise Agreement, the Franchisee may request the City to adjust the rates. If the Franchisee wishes to exercise this option, the Franchisee shall follow the steps set forth in Subparagraph (3) above.

(5) If any index referenced above is discontinued or substantially altered, the Franchisee may select another relevant price index published by the United States government or by a reputable publisher of financial and economic indices. The Franchisee shall act in good faith in selecting the replacement index. Notice shall be given to the City Manager regarding the change in index and Franchisee shall provide proof of the discontinuance or substantial alteration of the prior index.

(6) Franchisee shall be responsible for the billing and collection of all fees and rates charged to Customers of Solid Waste Collection Services.

SECTION 12. TRANSFER OR ENCUMBRANCE OF FRANCHISE. Franchisee may not 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 Franchisee's franchise rights to a third party owned, controlled or managed, directly or indirectly, by Franchisee; (ii) any assignment of Franchisee's franchise rights to the Community Development District that has been created pursuant to Section 190, Florida Statutes or a Special District created pursuant to Section 189, Florida Statutes, for the Property; and (iii) any collateral assignment of Franchisee's franchise rights to any lender as part of any financing placed on all or part of the Property, provided that any change in ownership resulting from a collateral assignment to a lender shall not become absolute until approved by the City, as evidenced by an ordinance. Franchisee 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 Franchisee.

SECTION 13. FORFEITURE OF FRANCHISE; NON-COMPLIANCE. In the event of a material default by Franchisee with respect to its obligations under this ordinance, the City shall provide written notice of such default to 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 Franchisee for specific performance of its obligations under this ordinance; (ii) to file an action against Franchisee 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 .

SECTION 14. TERM OF FRANCHISE. This Franchise and the rights herein granted shall take effect after final passage of this ordinance, as required by law, and fully executed by both parties, and acceptance by Franchisee in accordance with Section 15 below, and shall continue in full force and effect for a term of thirty (30) years after the date on which this Franchise Agreement has been accepted by Franchisee in accordance with Section 15 below. As additional areas are brought within the Franchise Territory, the amendment to this Franchise Agreement shall extend the term of the Franchise to thirty (30) years from the effective date of each such amendment.

SECTION 15. 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 16. SEVERABILITY. 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 17. GOVERNING LAW AND VENUE. The rights and privileges granted to Franchisee 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 18. 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 accepted. 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.
109 E. Main Street
Leesburg, FL 34748

AsTo Franchisee: Tri-County Sanitation, LLC
Attn: Robert L. Chandler
3619 Kiessel Road
The Villages, FL 32163

With Copy to: Tri-County Sanitation, LLC
Attn: Legal Department
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 19. 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 20. 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 21. 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 22. 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 23. 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 14 and 15 hereinabove.

DONE AND ORDAINED this _____ day of _____, 2024, by the City Commission of the City of Wildwood, Florida.

**CITY COMMISSION
CITY OF WILDWOOD, FLORIDA**

Ed Wolf, Mayor

ATTEST: _____
Jessica Barnes, City Clerk

First Reading: _____

Second Reading: _____

Approved as to form:

City Attorney

The Villages®

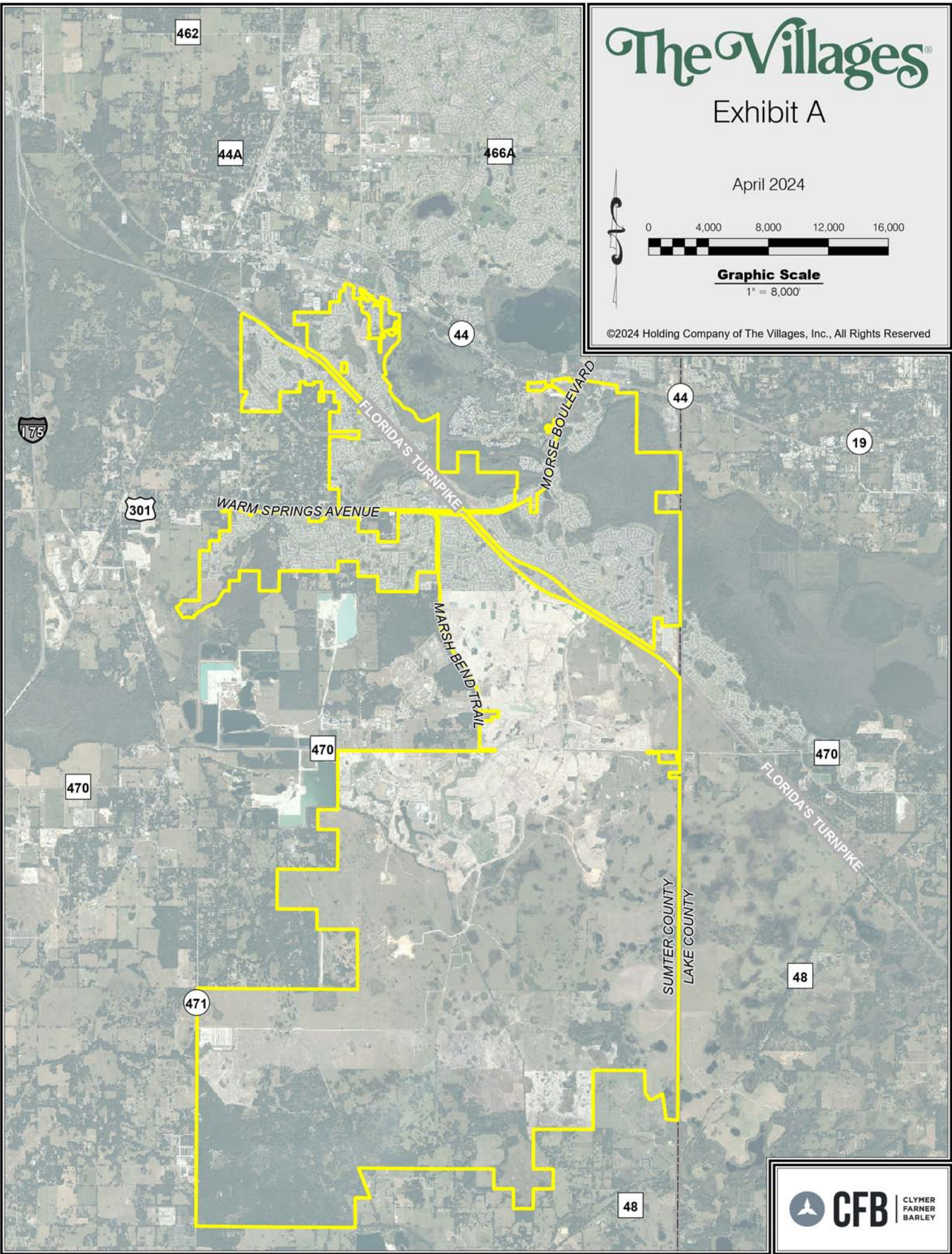
Exhibit A

April 2024



Graphic Scale
1" = 8,000'

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CFB | CLYMER
FARNER
BARLEY

TRI-COUNTY SANITATION FRANCHISE AGREEMENT (WILDWOOD)
AMENDED AND RESTATED
EXHIBIT A

THE EAST 1/2 OF THE EAST 1/2 AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

AND

THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

AND

THE SOUTHWEST 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 NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 ALL IN SECTION 31, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

AND

THE SOUTH 325 YARDS OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHWEST 1/4, LESS THE NORTHEAST 1/4 OF THE NORTHEAST OF THE NORTHWEST 1/4; AND THE NORTH 1/2 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, 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.

AND

THE SOUTHWEST 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 SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, ALL IN SECTION 33, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

LESS ROAD RIGHT-OF-WAYS LYING WITHIN THE ABOVE-DESCRIBED PARCELS.

AND LESS THOSE PARCELS DESCRIBED IN DEED TO SUMTER COUNTY, FLORIDA RECORDED IN O.R. BOOK 950, PAGE 54, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

TRI-COUNTY SANITATION FRANCHISE AGREEMENT (WILDWOOD)
AMENDED AND RESTATED
EXHIBIT A

TOGETHER WITH

THE NORTH 330 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

LESS ANY PORTION THEREOF CLAIMED BY SUMTER COUNTY, FLORIDA FOR THE MAINTENANCE OF COUNTY ROAD 505.

TOGETHER WITH

THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, 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 OF SECTION 31, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; LESS THE RIGHT OF WAY FOR COUNTY ROAD NO. 468 ACROSS THE NORTH SIDE THEREOF.

TOGETHER WITH

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; LESS RIGHT OF WAY FOR HIGHWAY 468.

AND

FROM THE SOUTH QUARTER CORNER OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, RUN NORTH 00 DEGREES 07 MINUTES 02 SECONDS WEST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 30, A DISTANCE OF 34.05 FEET TO THE NORTH RIGHT-OF-WAY OF HIGHWAY 468 AND THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 54 MINUTES 25 SECONDS WEST 942.29 FEET TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY OF HIGHWAY 468 AND THE SOUTHEASTERLY RIGHT-OF-WAY OF HIGHWAY 301; THENCE BY THE SOUTHEASTERLY RIGHT-OF-WAY OF HIGHWAY 301, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1486.18 FEET, 1022.51 FEET TO A POINT; THENCE RUN NORTH 89 DEGREES 58 MINUTES 05 SECONDS EAST 162.41 FEET; THENCE RUN SOUTH 00 DEGREES 07 MINUTES 02 SECONDS WEST 630.01 FEET TO THE POINT OF BEGINNING.

LESS THAT PORTION CONVEYED TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION BY DEED RECORDED JUNE 25, 1990 IN OFFICIAL RECORDS BOOK 401, PAGE 26, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; RUN NORTH 0 DEGREES 02 MINUTES 01 SECONDS WEST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 33.65 FEET TO THE NORTHERLY EXISTING RIGHT-OF-WAY LINE OF COUNTY ROAD 468; THENCE NORTH 89 DEGREES 59 MINUTES 20 SECONDS WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE 942.26 FEET TO THE INTERSECTION OF SAID NORTHERLY RIGHT-OF-WAY LINE AND THE SOUTHEASTERLY EXISTING RIGHT-OF-WAY LINE OF STATE ROAD 35 (U.S. 301) FOR THE POINT OF BEGINNING, SAID POINT BEING THE BEGINNING OF A CURVE ALONG STATE ROAD 35 CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1482.70 FEET AND A CHORD BEARING OF NORTH 69 DEGREES 34 MINUTES 18 SECONDS EAST; THENCE

TRI-COUNTY SANITATION FRANCHISE AGREEMENT (WILDWOOD)
AMENDED AND RESTATED
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RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02 DEGREES 25 MINUTES 58 SECONDS A DISTANCE OF 62.96 FEET FOR THE END OF SAID CURVE; THENCE, DEPARTING THE SOUTHEASTERLY EXISTING RIGHT-OF-WAY LINE OF STATE ROAD 35, SOUTH 01 DEGREES 26 MINUTES 29 SECONDS WEST 21.99 FEET TO THE NORTHERLY EXISTING RIGHT-OF-WAY LINE OF COUNTY ROAD 468; THENCE NORTH 89 DEGREES 59 MINUTES 20 SECONDS WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE 58.44 FEET TO THE POINT OF BEGINNING.

AND:

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:

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

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

AND:

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:

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 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:

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 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

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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

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 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

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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:

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 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

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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:

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:

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 BOOK1077, PAGE 294, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

AND:

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:

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:

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,

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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" 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

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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 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:

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-

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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

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 SOUTH 19°22'35" WEST, A DISTANCE OF 47.72 FEET; THENCE RUN SOUTH 12°37'06" WEST, A DISTANCE

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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

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 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

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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:

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 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:

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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:

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 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

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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:

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:

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

AND

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

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:

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.

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;

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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

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

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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.

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

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;

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.

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 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

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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.

AND:

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.

TOGETHER WITH:

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.

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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

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:

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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.

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

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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.

TOGETHER WITH:

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.

AND:

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; EXCEPT THE WEST 175.00 FEET OF THE EAST 190.00 FEET 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:

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ALL OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA. TRACT 2:

ALL OF SECTIONS 25 AND 26, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

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.

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 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.

TOGETHER WITH:

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

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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 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;

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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" 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

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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 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

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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; 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

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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, ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 35, A DISTANCE OF 362.88 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

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:

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

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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 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

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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 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

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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 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"

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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" 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

TRI-COUNTY SANITATION FRANCHISE AGREEMENT (WILDWOOD)
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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) 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

TRI-COUNTY SANITATION FRANCHISE AGREEMENT (WILDWOOD)
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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.

Exhibit “B”
Tri-County Sanitation, LLC

Monthly Solid Waste Collection Rates
Effective 10/1/2024

Tri-County Rates

Size	4	4	4	4	4	4	4
Pick-Up/Week	1	2	3	4	5	6	XPU
Collection	\$134.80	\$269.59	\$404.39	\$539.17	\$673.98	\$808.75	\$23.33
Disposal	\$31.20	\$62.39	\$93.59	\$124.79	\$155.99	\$187.19	
Fuel Surcharge	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total	\$166.00	\$331.98	\$497.98	\$663.96	\$829.97	\$995.94	\$23.33
Size	6	6	6	6	6	6	6
Pick-Up/Week	1	2	3	4	5	6	XPU
Collection	\$193.20	\$325.16	\$487.00	\$649.61	\$812.96	\$975.58	\$34.21
Disposal	\$46.80	\$93.59	\$140.39	\$187.19	\$233.98	\$280.78	
Fuel Surcharge	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total	\$240.00	\$418.75	\$627.39	\$836.80	\$1,046.94	\$1,256.36	\$34.21
Size	8	8	8	8	8	8	8
Pick-Up/Week	1	2	3	4	5	6	XPU
Collection	\$211.63	\$408.00	\$604.38	\$800.77	\$997.14	\$1,193.52	\$43.33
Disposal	\$62.40	\$124.79	\$187.19	\$249.58	\$311.98	\$374.37	
Fuel Surcharge	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total	\$274.03	\$532.79	\$791.57	\$1,050.35	\$1,309.12	\$1,567.89	\$43.33

Statement of Exemption from Business Impact Estimate

Proposed ordinance's title/reference: O2024-22

A Business Impact Estimate will not be provided in accordance with section 166.041(4), Florida Statutes. Based upon the box(es) that are checked below, the City of Wildwood is of the view that a business impact estimate is not required by Section 166.041(4)(c) of the Florida Statutes for the proposed ordinance. This Statement of Exemption from Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☒ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: FY24 Second Budget Amendment

REQUESTED ACTION: Staff recommends approval.

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

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

As discussed at the Commission Workshop on April 15th, 2024, staff is recommending a budget amendment for the FY24 budget year. In this budget amendment, multiple expense accounts are being amended for unanticipated expenses, salary adjustments for the Police Department, and a new position in the Finance Department. Also, the Capital Improvement Project Fund is being amended to reflect the revised Capital Improvement Plan and the new priorities of the City as discussed at the April 15th workshop. A copy of the Capital Improvement Plan, as shown at the workshop on April 15th, is attached for review. Lastly, transfers to the Utility Capital Project Fund from the General Fund, Capital Improvement Fund, and the Wastewater System Development Charge Fund are included to go toward funding the wastewater treatment plant project as discussed at the April 15th workshop.

RESOLUTION NO. R2024-10

A RESOLUTION OF THE CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA, AMENDING THE FISCAL YEAR 2023-2024 BUDGET; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE TERMS AND CONDITIONS OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, at the Final Budget Hearing on November 6, 2023, the City Commission of Wildwood, Sumter County, Florida, adopted Resolution No. R2023-30 approving the annual budget for Fiscal Year 2023-2024; and,

WHEREAS, the 2023-2024 budget was subsequently amended on January 22, 2024 via Resolution No. R2024-1; and,

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

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

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

Section 1. Budget Amendment. The City Commission of the City of Wildwood, Sumter County, Florida, adopts this amendment to the Fiscal Year 2023-2024 budget as shown on Exhibit "A" attached hereto and incorporated by reference.

Section 2. This Resolution shall take effect immediately upon its adoption.

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

**CITY COMMISSION
CITY OF WILDWOOD, FLORIDA**

Ed Wolf, Mayor

ATTEST: _____
Jessica Barnes, City Clerk

EXHIBIT A

General Fund

Finance

Expenditure	FY24 Adopted Bud	Increase/(Decrease)	FY24 Amended Bud
Salaries	\$382,120	\$7,010	\$389,130
FICA Expense	\$29,280	\$1,100	\$30,380
Life & Health	\$46,800	\$2,700	\$49,500
Retirement	\$49,760	\$1,900	\$51,660

Police Department

Expenditure	FY24 Adopted Bud	Increase/(Decrease)	FY24 Amended Bud
Salaries	\$4,137,570	\$65,000	\$4,202,570
FICA Expense	\$341,430	\$5,000	\$346,430
Retirement	\$1,508,280	\$21,000	\$1,529,280

Public Works

Expenditure	FY24 Adopted Bud	Increase/(Decrease)	FY24 Amended Bud
Other Contractual Svcs.	\$416,640.74	\$680,000	\$1,096,640.74
Rental and Leasing	\$7,580	\$17,000	\$24,580

Revenue	FY24 Adopted Bud	Increase/(Decrease)	FY24 Amended Bud
South Sumter Util Co	\$450,000	\$515,000	\$965,000
SECO Utility Tax	\$1,150,000	\$210,000	\$1,360,000
Duke Energy Utility Tax	\$815,000	\$75,710	\$890,710

Expenditure	FY24 Adopted Bud	Increase/(Decrease)	FY24 Amended Bud
Transfer to Util Cap Impr. Proj. Fund	\$0	\$3,000,000	\$3,000,000
Contingency	\$5,764,195.44	(\$3,000,000)	\$2,764,195.44

Justification for Amendment: In this amendment, the Finance Department is requesting an amendment for the addition of a new Finance position. This amendment will increase their salary related expenses for this new addition. The Police Department is also requesting an amendment to formally increase the starting salary of their Police Officers, as discussed at the March 4th workshop. The Public Works Department is also requesting an amendment for the emergency repairs completed on Scardino Street. The amendment will increase their other contractual services as well as their rental and leasing expense account to cover the equipment rental needed for the repairs. Funding for these items will be covered through the South Sumter Utility Company Franchise Fees, and the SECO and Duke Energy Utility Taxes, which are expected to exceed budgeted projections. In addition, the General Fund needs an amendment to include a transfer to the Utility Capital Improvement Projects Fund. This amendment will formalize

the recommendation given at the April 15th Workshop and will help fund the new wastewater treatment plant project. Funding for the transfer will come from the reserves.

Capital Improvement Fund

Expenditure	FY24 Adopted Bud	Increase/(Decrease)	FY24 Amended Bud
Downtown Master Plan Proj.	\$40,700	\$810,000	\$850,700
Drainage Project Land Acquisition	\$32,100	\$382,100	\$350,000
Municipal Services Complex Proj.	\$97,445.45	\$43,000	\$140,445.45
PW Building HVAC Impr.	\$80,000	\$31,000	\$111,000
Barwick Rehab	\$1,943,668.20	(\$1,913,668.20)	\$30,000
Oak Grove Village Drainage Imprv.	\$1,726,390	(\$1,686,390)	\$40,000
Clay Drain Road Design	\$725,567.00	(\$525,567)	\$200,000
Jackson Street Imprv.	\$2,027,021	(\$2,000,021)	\$27,000
Huey Street Imprv.	\$1,539,900	\$892,100	\$2,432,000
St Clair Street Imprv.	\$450,000	\$75,000	\$525,000
Downtown Parking Garage	\$8,330,288.24	(\$730,288.24)	\$7,600,000
MSC Entrance Gate	\$25,000	\$138,500	\$163,500
Broken Oak Drive	\$400,000	\$38,000	\$438,000
CSX Road Rehab	\$50,000	(\$50,000)	\$0.00
Watershed Master Plan	\$620,000	(\$620,000)	\$0.00
Recreation Center at MLK Jr Park	1,031,161.60	(\$646,161.60)	\$385,000
Millennium Park Imprv.	\$7,910,327	(\$6,910,327)	\$1,000,000
Lake Deaton Pier Imprv.	\$442,170	(\$47,170)	\$395,000
Oxford Park Imprv.	\$150,000	(\$150,000)	\$0.00
Community Center HVAC Upgrades	\$400,000	(\$350,000)	\$50,000

Expenditure	FY24 Adopted Bud	Increase/(Decrease)	FY24 Amended Bud
Contingency	\$1,508,355.59	\$13,219,893	\$14,728,248.59

Justification for Amendment: In this budget amendment, multiple capital improvement projects are being amended. The Municipal Services Complex Project expense account is being increased for the demolition of the old fuel tanks that were located at the old Fleet site. The Downtown Master Plan Projects expense account is needing an increase for the Christian Worship Center building purchase and the Drainage Project Land Acquisition expense account is being increased for the St. Clair property acquisition, which will be used for the drainage improvements on St. Clair Street. The remaining expense accounts are being amended due to current priorities and needs of the City. For any project that has not

yet begun in FY24, they are being pushed back into future fiscal years. Those that have begun are being amended to reflect the anticipated expense total for FY24. This amendment will return funds back to contingency and increase reserves.

Expenditure	FY24 Adopted Bud	Increase/(Decrease)	FY24 Amended Bud
Transfer to Util Cap Impr. Proj. Fund	\$0	\$5,000,000	\$5,000,000
Contingency	\$14,728,248.59	(\$5,000,000)	\$9,728,248.59

Justification for Amendment: In this budget amendment, the Capital Improvement Fund needs an amendment to include a transfer to the Utility Capital Improvement Projects Fund. This amendment will formalize the recommendation given at the April 15th Workshop and will help fund the new wastewater treatment plant project. Funding for this amendment will come from the reserves.

Utility Fund

Water Department

Expenditure	FY24 Adopted Bud	Increase/(Decrease)	FY24 Amended Bud
Professional Services	\$60,000	\$64,100	\$124,100
Operating Supplies	\$125,000	\$200,000	\$325,000

Justification for Amendment: In this budget amendment, the Water Department is requesting an increase in their professional services account for the service line inventory report being completed by Half and Associates. Revisions to the United States Environmental Protection Agency's (EPA) Lead-Cooper Rule came after the FY24 budget cycle was complete. To remain in compliance, the water line service inventory is required. Also, an increase is needed for their operating supplies expense account. This expense account was budgeted low compared to historical data and was missed during the FY24 budget cycle. Funding for this amendment will come from the reserves.

Utility Capital Improvement Projects Fund

Revenue	FY24 Adopted Bud	Increase/(Decrease)	FY24 Amended Bud
Transfer From General Fund	0.00	\$3,000,000	\$3,000,000
Transfer From Cap. Impr. Fund	0.00	\$5,000,000	\$5,000,000
Transfer From WW SDC Fund	0.00	\$1,000,000	\$1,000,000

Justification for Amendment: In this budget amendment, the Utility Capital Improvement Projects Fund needs an amendment to include the transfers from the General Fund, Capital Improvement Fund and the Wastewater SDC Fee Fund. This amendment will formalize the recommendation given at the April 15th Workshop and will help fund the new wastewater treatment plant project.

Water Connection Fees Fund

Expenditure	FY24 Adopted Bud	Increase/(Decrease)	FY24 Amended Bud
Ashley WTP Project	\$214,192.70	\$46,000	\$260,192.70

Justification for Amendment: In this budget amendment, the Ashley Water Treatment Plant Project needs an increase for acidizing procedure that was needed for the well. Funding for this amendment will come from the reserves.

Water SDC Fee Fund

Expenditure	FY24 Adopted Bud	Increase/(Decrease)	FY24 Amended Bud
Developer Reimbursement	\$0	\$890,000	\$890,000

Justification for Amendment: In this budget amendment the Developer Reimbursement expense account in the Water SDC fund is being amended for developer agreements between Lucky U Cycles and Twisted Oaks. Funding for this amendment will come from the reserves.

Wastewater SDC Fee Fund

Expenditure	FY24 Adopted Bud	Increase/(Decrease)	FY24 Amended Bud
Transfer to Util Cap Impr. Proj. Fund	\$0	\$1,000,000	\$1,000,000

Justification for Amendment: In this budget amendment, the Wastewater SDC Fee Fund needs an amendment to include a transfer to the Utility Capital Improvement Projects Fund. This amendment will formalize the recommendation given at the April 15th Workshop and will help fund the new wastewater treatment plant project. Funding for this amendment will come from the reserves.

FY24 - FY29 CAPITAL PROJECT FUNDING PLAN									
FUND/DEPARTMENT	PROJECT DESCRIPTION	FY 24 BUDGET	FY24 REVISED	FY25	FY26	FY27	FY28	FY29	5-Yr Total
Capital Improvement Project Fund									
Beginning Balance		\$ 11,300,000	\$ 15,826,110	\$ 12,010,110	\$ 1,918,110	\$ 7,575,110	\$ 2,505,110	\$ 284,360	
Revenue									
Taxes (Transfer from General Fund)		\$ 15,700,000	\$ 15,700,000	\$ 10,000,000	\$ 10,500,000	\$ 11,025,000	\$ 11,576,250	\$ 12,155,063	\$ 70,956,313
Interest Revenue		\$ 10,000	\$ 10,000	\$ 8,000	\$ 7,000	\$ 5,000	\$ 3,000	\$ 1,000	
Grant Revenue		\$ 1,150,000	\$ 200,000	\$ 1,325,000					
Total Funding Sources		\$ 16,860,000	\$ 15,910,000	\$ 11,333,000	\$ 10,507,000	\$ 11,030,000	\$ 11,579,250	\$ 12,156,063	
Project Expenditures									
Administrative	Downtown Master Plan Projects Including:								\$ -
Administrative	Parking Garage Construction	\$ 7,600,000	\$ 7,600,000						\$ 7,600,000
Administrative	City Hall Courtyard Rehab		\$ 12,600	\$ 50,000	\$ 150,000	\$ 100,000			\$ 312,600
Administrative	US 301 Linear Park				\$ 50,000	\$ 50,000			\$ 100,000
Administrative	Property Acquisitions		\$ 850,000	\$ 250,000	\$ 250,000	\$ 250,000			\$ 1,600,000
Administrative	CR 44A/Lynum Corridor Expansion and Crossing			\$ 75,000	\$ 200,000	\$ 200,000			\$ 475,000
Administrative	US 301 Complete Streets Landscaping Improvements				\$ 1,000,000	\$ 1,000,000			\$ 2,000,000
Administrative	Gamble Street Improvements					\$ 100,000			\$ 100,000
Police Department	Monument Sign		\$ 21,700						\$ 21,700
Public Works	Pavement Preservation Plan		\$ 79,000						\$ 79,000
Public Works	Watershed Master Plan Implementation Projects	\$ 620,000	\$ -	\$ 450,000	\$ 500,000	\$ 1,000,000	\$ 5,000,000	\$ 8,000,000	\$ 14,950,000
Public Works	Clay Drain Road	\$ 250,000	\$ 200,000	\$ 400,000		\$ 6,500,000			\$ 7,100,000
Public Works	Oak Grove Village Drainage Improvements	\$ 900,000		\$ 900,000					\$ 900,000
Public Works	Barwick Street Rehabilitation	\$ 1,680,000	\$ 30,000		\$ 1,000,000	\$ 900,000			\$ 1,930,000
Public Works	Drainage Improvements Land Purchase		\$ 350,000						\$ 350,000
Public Works	PW Building Metal Roof Rehabilitation								\$ -
Public Works	Public Works Parking Facilities Rehabilitation								\$ -
Public Works	Lake Deaton Parking Facilities Rehabilitation								\$ -
Public Works	Downtown Parking Facilities Rehabilitation								\$ -
Public Works	Community Center Parking Facilities Rehabilitation								\$ -
Public Works	CSX Service Road Improvements	\$ 50,000			\$ 200,000				\$ 200,000
Public Works	Huey Street	\$ 1,500,000	\$ 2,432,000						\$ 2,432,000
Public Works	St. Clair Street	\$ 250,000	\$ 525,000	\$ -					\$ 525,000
Public Works	Broken Oak Drive	\$ 400,000	\$ 438,000						\$ 438,000
Public Works	Jackson Street Improvements	\$ 2,000,000	\$ 27,000	\$ 500,000	\$ 1,500,000				\$ 2,027,000
Public Works	Public Works Building HVAC Improvements	\$ 80,000	\$ 111,000						\$ 111,000
Public Works	Municipal Services Complex & Gate	\$ 25,000	\$ 163,500						\$ 163,500
Parks and Recreation	Millennium Park Improvements Construction	\$ 7,500,000	\$ 1,000,000	\$ 13,000,000					\$ 14,000,000
Parks and Recreation	Lake Deaton Park Dock Improvements	\$ 115,000	\$ 395,000						\$ 395,000
Parks and Recreation	Lake Deaton Pavilions	\$ 200,000							\$ -
Parks and Recreation	Oxford Park Improvements	\$ 150,000	\$ -	\$ 500,000					\$ 500,000
Parks and Recreation	Dog Park Improvements	\$ 60,000	\$ 60,000						\$ 60,000
Parks and Recreation	Community Center HVAC Upgrades	\$ 400,000	\$ 50,000	\$ 800,000					\$ 850,000
Parks and Recreation	Recreation Center at MLK Park Design	\$ 650,000	\$ 381,200						\$ 381,200
Parks and Recreation	Recreation Center at MLK Park Construction					\$ 6,000,000	\$ 8,800,000		\$ 14,800,000
Wastewater	Transfer to Utility Fund		\$ 5,000,000	\$ 4,500,000					\$ 9,500,000
Total Project Expenses:		\$ 24,430,000	\$ 19,726,000	\$ 21,425,000	\$ 4,850,000	\$ 16,100,000	\$ 13,800,000	\$ 8,000,000	\$ 83,901,000
End Balance - Capital Improvement Fund		\$ 3,730,000	\$ 12,010,110	\$ 1,918,110	\$ 7,575,110	\$ 2,505,110	\$ 284,360	\$ 4,440,423	

FY24 - FY29 CAPITAL PROJECT FUNDING PLAN									
FUND/DEPARTMENT	PROJECT DESCRIPTION	FY 24 BUDGET	FY24 REVISED	FY25	FY26	FY27	FY28	FY29	5-Yr Total
Park & Recreation Impact Fee Fund									
Beginning Balance		\$ 558,400	\$ 740,000	\$ 1,065,000	\$ 1,330,000	\$ 90,000	\$ 195,000	\$ (255,000)	
Revenue									
Impact Fees		\$ 240,000	\$ 325,000	\$ 300,000	\$ 275,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 1,400,000
Total Funding Sources		\$ 798,400	\$ 1,065,000	\$ 1,365,000	\$ 1,605,000	\$ 340,000	\$ 445,000	\$ (5,000)	\$ 5,731,800
Project Expenditures									
Parks and Recreation	Equipment for New Employees	\$ 85,000		\$ 35,000	\$ 15,000	\$ 45,000			\$ 180,000
Parks and Recreation	Recreation Center at MLK Park Design	\$ 325,000							\$ 325,000
Parks and Recreation	Millennium Park Improvements				\$ 1,500,000				\$ 1,500,000
Parks and Recreation	Lynum Street Park					\$ 100,000	\$ 700,000		\$ 800,000
Total Project Expenditures		\$ 410,000	\$ -	\$ 35,000	\$ 1,515,000	\$ 145,000	\$ 700,000	\$ -	\$ 2,105,000
End Balance - Park & Recreation Impact Fee Fund:		\$ 388,400	\$ 1,065,000	\$ 1,330,000	\$ 90,000	\$ 195,000	\$ (255,000)	\$ (5,000)	
Law Enforcement Impact Fee Fund									
Beginning Balance		\$ 1,517,300	\$ 1,948,185	\$ 1,735,385	\$ 1,689,135	\$ 251,335	\$ (1,396,465)	\$ (1,109,265)	
Revenue									
Impact Fees		\$ 1,180,000	\$ 800,000	\$ 1,240,000	\$ 1,300,000	\$ 1,350,000	\$ 1,350,000	\$ 1,350,000	\$ 7,390,000
Total Funding Sources		\$ 2,697,300	\$ 2,748,185	\$ 2,975,385	\$ 2,989,135	\$ 1,601,335	\$ (46,465)	\$ 240,735	\$ 10,508,310
Project Expenditures									
Police	The Villages Substation	\$ 400,000		\$ 400,000	\$ 1,800,000	\$ 2,000,000			\$ 4,200,000
Police	Capital Equipment	\$ 100,000	\$ 600,000	\$ 150,000	\$ 175,000	\$ 200,000	\$ 250,000	\$ 250,000	\$ 1,025,000
Police	Equipment for New Officers	\$ 314,000		\$ 323,450	\$ 350,000	\$ 385,000	\$ 400,000	\$ 425,000	\$ 1,883,450
Police	Debt Service Transfer - PD Building	\$ 412,800	\$ 412,800	\$ 412,800	\$ 412,800	\$ 412,800	\$ 412,800	\$ 412,800	\$ 2,064,000
Total Project Expenditures		\$ 1,226,800	\$ 1,012,800	\$ 1,286,250	\$ 2,737,800	\$ 2,997,800	\$ 1,062,800	\$ 1,087,800	\$ 9,172,450
End Balance - Law Enforcement Impact Fee Fund:		\$ 1,470,500	\$ 1,735,385	\$ 1,689,135	\$ 251,335	\$ (1,396,465)	\$ (1,109,265)	\$ (847,065)	

FY24 - FY29 CAPITAL PROJECT FUNDING PLAN										
FUND/DEPARTMENT	PROJECT DESCRIPTION	FY 24 BUDGET	FY24 REVISED	FY25	FY26	FY27	FY28	FY29	5-Yr Total	
Utility Revenue Fund										
Beginning Balance (for Capital Projects)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Revenue										
Utility Revenues		\$ 4,059,000	\$ 6,806,800	\$ 6,737,400	\$ 2,573,010	\$ 2,958,962	\$ 3,402,806	\$ 3,913,227	\$	26,392,204
Total Funding Sources		\$ 4,059,000	\$ 6,806,800	\$ 6,737,400	\$ 2,573,010	\$ 2,958,962	\$ 3,402,806	\$ 3,913,227	\$	26,392,204
Project Expenditures										
Water	Water Line Upgrades	\$ 550,000	\$ 550,000	\$ 605,000	\$ 695,750	\$ 800,113	\$ 920,129	\$ 1,058,149	\$	4,629,141
Water	Annual Meter Change Out Program	\$ 137,500	\$ 137,500	\$ 151,250	\$ 173,938	\$ 200,028	\$ 230,032	\$ 264,537	\$	1,157,285
Water	Hwy 301 Water Main Relocation		\$ -	\$ 4,500,000					\$	4,500,000
Wastewater	Gravity Collection System Renewal Program	\$ 346,500	\$ 346,500	\$ 381,150	\$ 438,323	\$ 504,071	\$ 579,682	\$ 666,634	\$	2,916,359
Wastewater	Sewer System Renewal & Replacement	\$ 500,000	\$ 500,000	\$ 550,000	\$ 632,500	\$ 727,375	\$ 836,481	\$ 961,953	\$	4,208,310
Wastewater	Continental Decommissioning/SR 44 FM Phase III	\$ 1,300,000	\$ 4,047,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$	4,047,800
Wastewater	Lift Station Upgrades	\$ 500,000	\$ 500,000	\$ 550,000	\$ 632,500	\$ 727,375	\$ 836,481	\$ 961,953	\$	4,208,310
Wastewater	CR 209 Lift Station Upgrades	\$ 725,000	\$ 725,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$	725,000
Total Project Expenditures:		\$ 4,059,000	\$ 6,806,800	\$ 6,737,400	\$ 2,573,010	\$ 2,958,962	\$ 3,402,806	\$ 3,913,227	\$	26,392,204
End Balance Utility Revenue Fund (for Capital Projects):		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Capital Improvement (Grant) Fund										
Beginning Balance		\$ 845,000	\$ 3,316,700	\$ 3,416,700	\$ 65,666,700	\$ 166,700	\$ 166,700	\$ 166,700		
Revenue										
Revenue Bonds		\$ 38,000,000		\$ 80,000,000					\$	80,000,000
Grant Funds				\$ 9,250,000					\$	9,250,000
State Appropriations				\$ 2,000,000					\$	2,000,000
SRF Revolving Loan Fund Proceeds		\$ 12,000,000		\$ 12,000,000	\$ 12,000,000				\$	24,000,000
Transfer-in from General/CIP Fund			\$ 3,000,000	\$ 5,000,000	\$ 4,500,000				\$	12,500,000
Transfer-In WW SDC Fund			\$ 1,000,000	\$ 17,000,000	\$ 3,000,000				\$	21,000,000
Total Funding Sources		\$ 50,000,000	\$ 4,000,000	\$ 125,250,000	\$ 19,500,000	\$ -	\$ -		\$	148,750,000
Project Expenditures										
Wastewater	WWTF Upgrades	\$ 50,000,000	\$ 3,900,000	\$ 63,000,000	\$ 85,000,000				\$	151,900,000
Total Project Expenditures:		\$ 50,000,000	\$ 3,900,000	\$ 63,000,000	\$ 85,000,000	\$ -	\$ -		\$	151,900,000
End Balance - Capital Improvement (Grant) Fund:		\$ 845,000	\$ 3,416,700	\$ 65,666,700	\$ 166,700	\$ 166,700	\$ 166,700	\$ 166,700		
Water Connection Fee Fund										
Beginning Balance		\$ 175,000	\$ 311,500	\$ 51,500	\$ 51,500	\$ 51,563	\$ 51,563	\$ 51,563		
Revenue										
Connection Fees		\$ -							\$	-
Total Funding Sources		\$ -	\$ -	\$ -	\$ 63	\$ -	\$ -		\$	63
Project Expenditures										
Water	Ashley Water Treatment Plant Construction	\$ 175,000	\$ 260,000						\$	260,000
Total Project Expenditures:		\$ 175,000	\$ 260,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$	260,000
End Balance - Water Connection Fee Fund:		\$ -	\$ 51,500	\$ 51,500	\$ 51,563	\$ 51,563	\$ 51,563	\$ 51,563		

FY24 - FY29 CAPITAL PROJECT FUNDING PLAN									
FUND/DEPARTMENT	PROJECT DESCRIPTION	FY 24 BUDGET	FY24 REVISED	FY25	FY26	FY27	FY28	FY29	5-Yr Total
Water SDC Fund									
Beginning Balance		\$ 4,301,700	\$ 4,464,300	\$ 5,122,270	\$ 5,153,420	\$ 6,690,970	\$ 6,646,120	\$ 6,710,870	
Revenue									
SDC Revenue		\$ 3,019,600	\$ 2,500,000	\$ 3,437,200	\$ 1,793,600	\$ 211,200	\$ 320,800	\$ 400,000	\$ 8,662,800
Total Funding Sources		\$ 3,019,600	\$ 2,500,000	\$ 3,437,200	\$ 1,793,600	\$ 211,200	\$ 320,800	\$ 400,000	\$ 8,662,800
Project Expenditures									
Water	CR 501 WTP Project	\$ 3,075,000	\$ 30,000	\$ 3,075,000					\$ 3,105,000
Water	Ashley Water Treatment Plant Upgrades	\$ 470,000	\$ 550,000						\$ 550,000
Water	Oxford WTP Phosphate Injection	\$ 156,000	\$ 156,000						\$ 156,000
Water	Water Use Permit Modification	\$ 75,000		\$ 75,000					\$ 75,000
Water	Developer Reimbursements		\$ 850,000						\$ 850,000
Water	Debt Service	\$ 256,030	\$ 256,030	\$ 256,050	\$ 256,050	\$ 256,050	\$ 256,050	\$ 256,050	\$ 1,536,280
Total Project Expenditures:		\$ 4,032,030	\$ 1,842,030	\$ 3,406,050	\$ 256,050	\$ 256,050	\$ 256,050	\$ 256,050	\$ 6,272,280
End Balance - Water SDC Fund:		\$ 3,289,270	\$ 5,122,270	\$ 5,153,420	\$ 6,690,970	\$ 6,646,120	\$ 6,710,870	\$ 6,854,820	
Wastewater Connection Fee Fund									
Beginning Balance		\$ 183,800	\$ 154,730	\$ 154,730	\$ 154,730	\$ 154,730	\$ 154,730	\$ 154,730	
Revenue									
Connection Fees									\$ -
Total Funding Sources		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Project Expenditures									
Wastewater									\$ -
Total Project Expenditures:		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
End Balance - Wastewater Connection Fee Fund:		\$ 183,800	\$ 154,730	\$ 154,730	\$ 154,730	\$ 154,730	\$ 154,730	\$ 154,730	
Wastewater SDC Fund									
Beginning Balance		\$ 9,500,000	\$ 10,220,000	\$ 13,382,900	\$ 7,300	\$ 76,100	\$ 416,800	\$ 971,900	
Revenue									
SDC Revenue		\$ 5,979,400	\$ 6,250,000	\$ 6,700,000	\$ 3,494,400	\$ 416,300	\$ 630,700	\$ 680,000	\$ 18,171,400
Total Funding Sources		\$ 5,979,400	\$ 6,250,000	\$ 6,700,000	\$ 3,494,400	\$ 416,300	\$ 630,700	\$ 680,000	\$ 18,171,400
Project Expenditures									
Wastewater - Transfer to Cap Proj Fund	Wastewater Treatment Facility Upgrades	\$ 10,000,000	\$ 2,500,000	\$ 17,000,000	\$ 3,000,000				\$ 22,500,000
Wastewater	Chitty Chatty Bridge Utility Line Crossing		\$ 126,500						\$ 126,500
Wastewater	Huey St Sanitary Sewer Reroute (Osceola FM Reroute/St. Cl)	\$ 480,500	\$ 385,000						\$ 385,000
Wastewater	Millennium Park Reuse Line Project	\$ 3,000,000		\$ 3,000,000					\$ 3,000,000
Wastewater	Main Street North Lift Station				\$ 350,000				\$ 350,000
Wastewater	Debt Service	\$ 75,600	\$ 75,600	\$ 75,600	\$ 75,600	\$ 75,600	\$ 75,600	\$ 75,600	\$ 453,600
Total Project Expenditures:		\$ 13,556,100	\$ 3,087,100	\$ 20,075,600	\$ 3,425,600	\$ 75,600	\$ 75,600	\$ 75,600	\$ 26,815,100
End Balance - Wastewater SDC Fund:		\$ 1,923,300	\$ 13,382,900	\$ 7,300	\$ 76,100	\$ 416,800	\$ 971,900	\$ 1,576,300	

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: AN 2401-001 Hernandez Annexation

REQUESTED ACTION: Staff recommends approval

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

The owners/applicants, Aleli and Brenda Hernandez, have submitted a voluntary annexation for parcel G05-029. The property to be annexed totals approximately 5.63 acres and is located at 707 Missouri Avenue, Wildwood, FL 34785.

Annexation into the city is appropriate because the property is located within the City's Joint Planning Area with Sumter County, which interlocal agreement allows for voluntary annexations within the planning area that would otherwise not be permissible under statute due to the creation of an "enclave."

City water is currently available on the subject parcel and sewer is located 150 linear feet east at the intersection of Stanley Avenue and Missouri Avenue. Therefore, the applicant will be required to connect to both city water and sewer facilities. Upon completing the annexation process, the applicants will proceed with the small-scale comprehensive plan amendment and rezoning applications. The applicants have the option to proceed with R-2 or R-3 Zoning Designation, which would be compatible with adjacent lots within the established neighborhood. Subsequently, the applicants would like to subdivide the property to build multiple homes for family members.

DATED: 04/17/2024



Wendy Then, AICP, CFM
Assistant Director Development Services

ORDINANCE NO. O2024-3

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROVIDING FOR THE VOLUNTARY ANNEXATION OF CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 5.63 ACRES LOCATED AT 707 MISSOURI AVENUE, APPROXIMATELY 150 LINEAR FEET EAST OF THE INTERSECTION OF STANLEY AVENUE AND MISSOURI AVENUE, IN SECTION 05, TOWNSHIP 19 SOUTH, RANGE 23 EAST; WHICH IS CONTIGUOUS TO THE CITY OF WILDWOOD LIMITS AND LOCATED IN THE CITY'S JOINT PLANNING AREA; PROVIDING THAT SECTION 1-14 OF THE CITY OF WILDWOOD CODE OF ORDINANCES IS AMENDED TO INCLUDE THE ANNEXED PROPERTY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. Based upon the petition of the owner of the following described real property, which is located approximately 150 feet east of the intersection of Stanley Avenue and Missouri Avenue, at 707 Missouri Avenue, to be annexed into the City, the property is hereby annexed into the City of Wildwood pursuant to Sections 171.044 and 171.204, Florida Statutes. The City Commission finds that the property is contiguous to the City of Wildwood limits and located within the City's Joint Planning Area with Sumter County; and meets all legal requirements for annexation. The annexed property lying in Sumter County, Florida, owned by Aleli & Brenda Hernandez, is more particularly described as follows:

Parcel G05-029
Aleli & Brenda Hernandez
5.63 +/-

LEGAL DESCRIPTION

Begin at the Southwest Corner of the Northeast 1/4 of the Northwest 1/4, run East 215 Feet, North 297 Feet, West 215 Feet, South 297 Feet to the Point of Beginning,

lying and behind in Section 5, Township 19 South, Range 23 East, Sumter County, Florida.

Also:

Begin at the Southwest corner of the Northeast 1/4 of the Northwest 1/4, run East 215 feet to the Point or Beginning, continue East 306 feet, North 297 feet, West 306 feet, South 297 feet to the Point of Beginning, Section 5, Township 19 South, Range 23 East, Sumter County, Florida.

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

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

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

SECTION 5. Section 1-14 of the City of Wildwood Code of Ordinances is hereby amended to include the legal description of the annexed parcel pursuant to this Ordinance. The location map identifying the property to be annexed is attached hereto as "Exhibit A" and incorporated herein by reference.

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

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

DONE AND ORDAINED this _____ day of _____, 2024, by the City Commission of the City of Wildwood, Florida.

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

Ed Wolf, Mayor

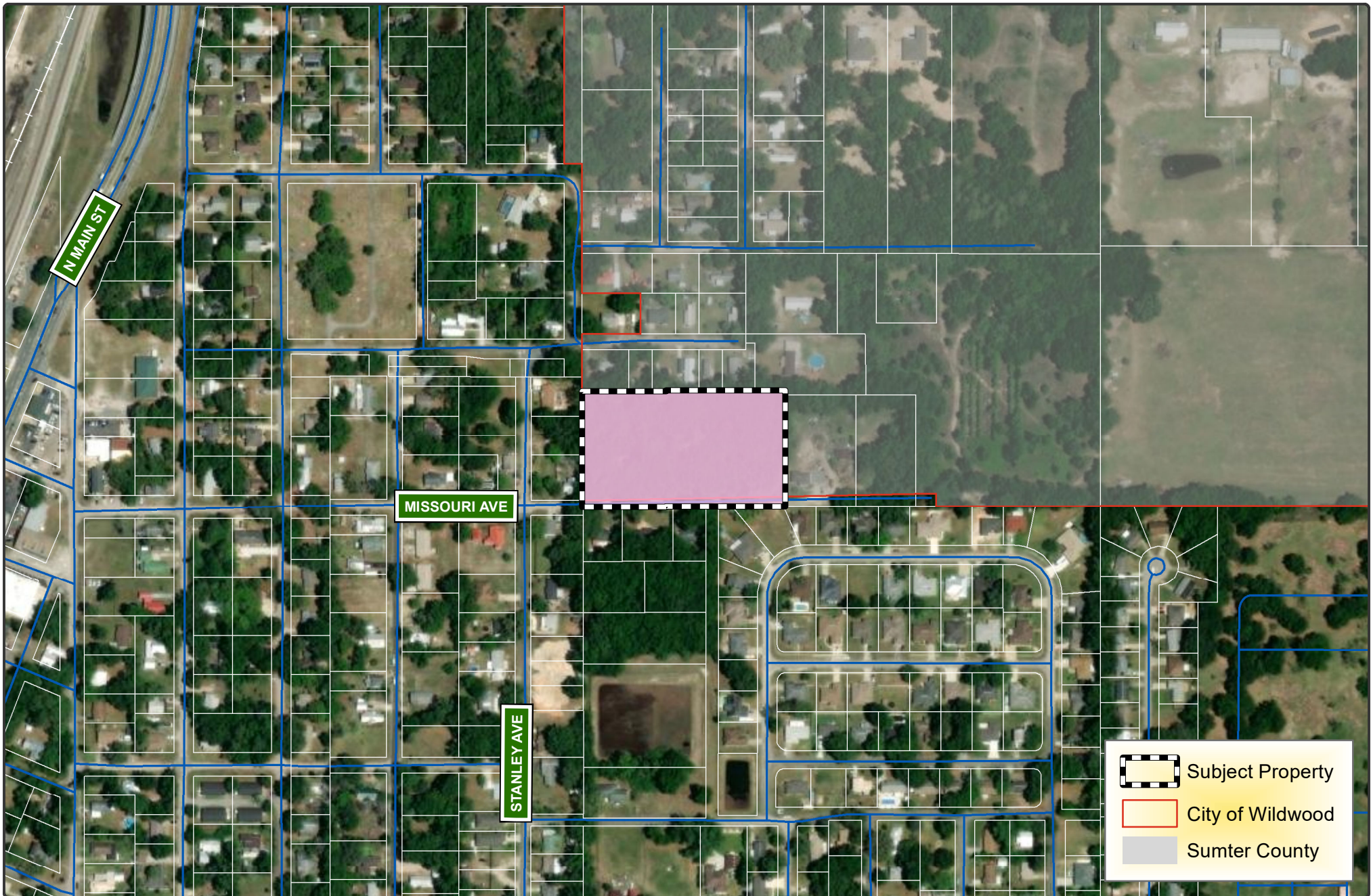
ATTEST: _____
Jessica Barnes, City Clerk

First Reading: _____

Second Reading: _____

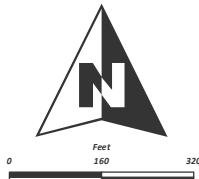
Approved as to form:

City Attorney



**CITY OF
WILDWOOD**

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



AN 2401-001

HERNANDEZ ANNEXATION

PARCEL G05-029

MAP 1B

**LOCATION
MAP**

**JANUARY
2024**

Statement of Exemption from Business Impact Estimate

Proposed ordinance's title/reference: O2024-3

A Business Impact Estimate will not be provided in accordance with section 166.041(4), Florida Statutes. Based upon the box(es) that are checked below, the City of Wildwood is of the view that a business impact estimate is not required by Section 166.041(4)(c) of the Florida Statutes for the proposed ordinance. This Statement of Exemption from Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: AN 2402-001 Evolve at Wildwood Annexation

REQUESTED ACTION: Staff recommends approval.

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

The applicant, Evolve Companies, LLC, has submitted a voluntary annexation for parcel D17-065. The property to be annexed totals approximately 0.553 acres and is located at 4117 CR 108, Oxford, FL 34484.

Annexation into the city is appropriate because the property is located within the City's Joint Planning Area with Sumter County, which interlocal agreement allows for voluntary annexations within the planning area that would otherwise not be permissible under statute due to the creation of an "enclave."

The applicant has stated that the parcel was purchased with the intent to expand amenities within a multifamily project recently approved by the City of Wildwood at their regular City Commission Meeting on October 9, 2023, under the project name of SP 2303-005 Evolve at Wildwood. The development proposes the construction of two hundred and forty-eight (248) multifamily dwelling units, parking, drive aisles, and associated infrastructure. The addition of this parcel will not result in any change to the number of dwelling units in the Evolve at Wildwood development, but will allow for additional parking areas and to enhance green space/amenities within the development. Upon approval of the annexation, the small-scale comprehensive plan and rezoning applications, the applicant will follow up with a modified site plan showing the realignment of parking areas and expansion of amenities.

DATED: 04/17/2024



Wendy Then, AICP, CFM
Assistant Director Development Services

ORDINANCE NO. O2024-4

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROVIDING FOR THE VOLUNTARY ANNEXATION OF CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 0.553 ACRES LOCATED AT 4117 CR 108, OXFORD, FL 34484, IN SECTION 17, TOWNSHIP 18 SOUTH, RANGE 23 EAST; WHICH IS CONTIGUOUS TO THE CITY OF WILDWOOD LIMITS AND LOCATED IN THE CITY'S JOINT PLANNING AREA; PROVIDING THAT SECTION 1-14 OF THE CITY OF WILDWOOD CODE OF ORDINANCES IS AMENDED TO INCLUDE THE ANNEXED PROPERTY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. Based upon the petition of the owner of the following described real property, which is approximately located at 4117 CR 108, Oxford, FL 34484, to be annexed into the City, the property is hereby annexed into the City of Wildwood pursuant to Sections 171.044 and 171.204, Florida Statutes. The City Commission finds that the property is contiguous to the City of Wildwood limits and located within the City's Joint Planning Area with Sumter County; and meets all legal requirements for annexation. The annexed property lying in Sumter County, Florida, owned by Evolve Wildwood Amenity, LLC, is more particularly described as follows:

Parcels D17-065
Evolve Wildwood Amenity, LLC
0.553 +/-

LEGAL DESCRIPTION

THAT PORTION OF LANDS FROM OFFICIAL RECORDS BOOK 80, PAGE 639, BEING A PART OF LOTS 3 AND 4, PERRY PLAT, OXFORD, AS RECORDED IN PLAT BOOK 1, PAGE 32, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, IN THE SOUTH 1/2 OF THE NORTHWEST 1/4, OF SECTION 17, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCE 415

FEET EAST AND 50 FEET NORTH OF THE QUARTER CORNER ON THE WEST LINE OF SECTION 17, THENCE RUN NORTH 261 FEET, THENCE RUN EAST 165 FEET TO THE POINT OF BEGINNING, THENCE RUN NORTH 185.2 FEET, THENCE RUN SOUTH 89 DEGREES 23'51" EAST 135 FEET, THENCE RUN SOUTH 185.2 FEET, THENCE RUN NORTH 89 DEGREES 23'51" WEST 135 FEET TO THE POINT OF BEGINNING.

SUBJECT TO THE RIGHT-OF-WAY FOR PERRY STREET AS SHOWN ON PERRY PLAT OF OXFORD.

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

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

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

SECTION 5. Section 1-14 of the City of Wildwood Code of Ordinances is hereby amended to include the legal description of the annexed parcel pursuant to this Ordinance. The location map identifying the property to be annexed is attached hereto as "Exhibit A" and incorporated herein by reference.

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

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

DONE AND ORDAINED this _____ day of _____, 2024, by the City Commission of the City of Wildwood, Florida.

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

Ed Wolf, Mayor

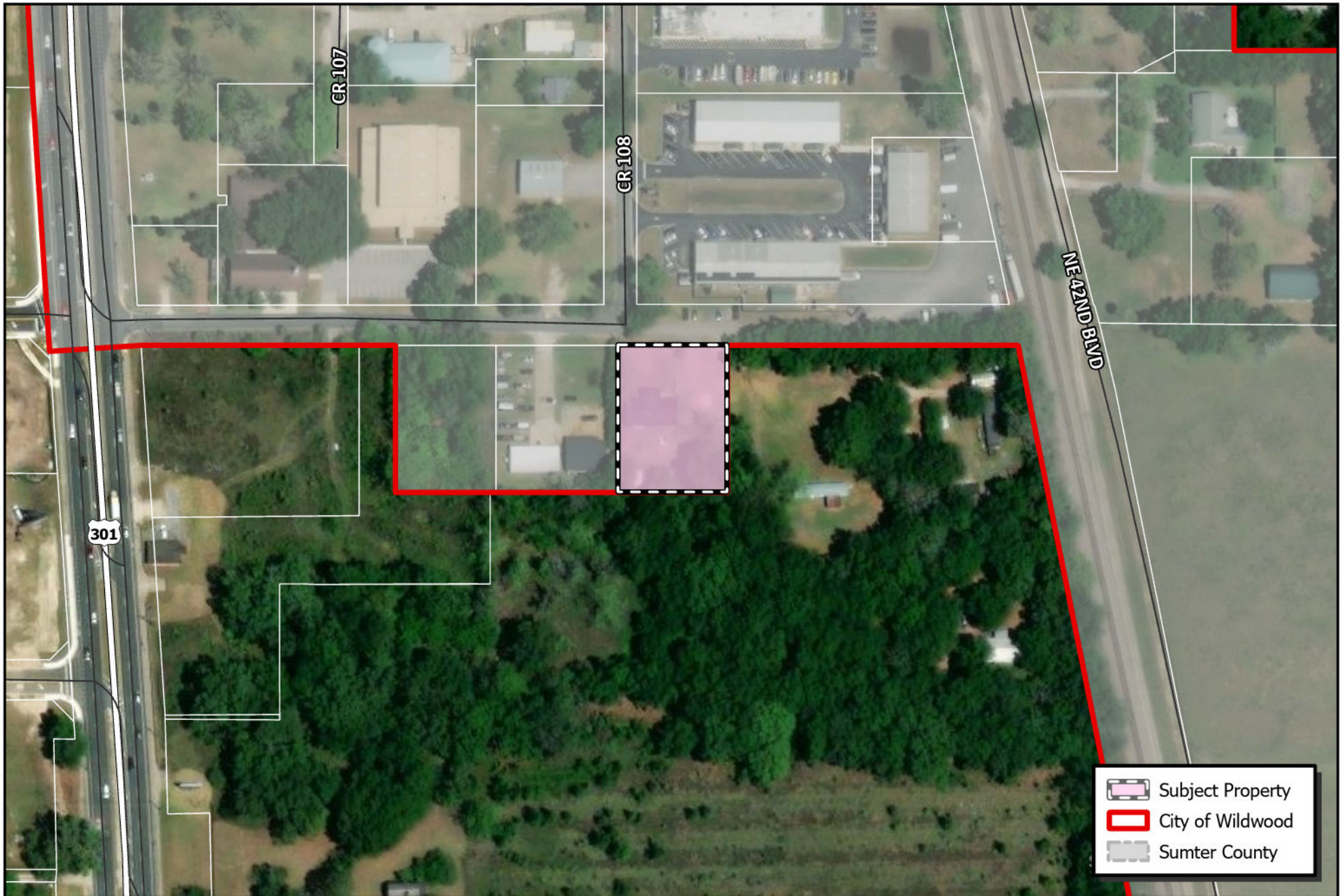
ATTEST: _____
Jessica Barnes, City Clerk

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	N US Feet 0 35 70 140 	AN 2402-001 EVOLVE AT WILDWOOD PARCEL D17-065	MAP 1B LOCATION MAP FEB 2024
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Statement of Exemption from Business Impact Estimate

Proposed ordinance's title/reference: O2024-4

A Business Impact Estimate will not be provided in accordance with section 166.041(4), Florida Statutes. Based upon the box(es) that are checked below, the City of Wildwood is of the view that a business impact estimate is not required by Section 166.041(4)(c) of the Florida Statutes for the proposed ordinance. This Statement of Exemption from Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: RZ 2402-001 Evolve at Wildwood

REQUESTED ACTION: The Planning and Zoning Board/Special Magistrate recommends approval of Ordinance Number O2024-8 (attached) subject to approval of O2024-7, which establishes a Future Land Use appropriate to the proposed zoning.

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

Case #	RZ 2402-001 Evolve at Wildwood
Ordinance #	O2024-8
Applicant	Evolve Companies, LLC
Owner	Evolve Wildwood Amenity, LLC
Property Location	Located at 4117 CR 108, Wildwood, FL 34785, approximately 0.11 miles east of the intersection of N US Hwy 301 and CR 108.
Parcel Number	D17-065
Date	04/17/2024

The applicant seeks approval from the City of Wildwood City Commission for a Zoning Map amendment to change the zoning district from RR5C (Sumter County) to High Density Residential (City) for the parcel listed above on 0.553 acres MOL. This request is accompanied by small-scale comprehensive plan amendment request CP 2402-001(O2024-7).

Pursuant to Land Development Regulation (LDR) § 3.3(C)(4), staff believes the zoning change to R-5 should be granted based on the following criteria:

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

The applicant intends to develop a multi-family residential development on the subject property consisting of 248 dwelling unit which was approved under the project name of SP 2303-005 Evolve at Wildwood on October 9, 2023, by the City Commission. The proposed rezoning to R-5 is consistent with the proposed Future Land Use Map designation of High

Density Residential and the intent of the Comprehensive Plan as stated in FLU Policy 1.1.3, and Policy 1.1.10. The proposed changes also coincide with Objective 1.9 of the Future Land Use Element, which is to discourage urban sprawl through a future land use pattern which promotes orderly, compact development. As such this change is consistent with the 2035 Comprehensive Plan.

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

The proposed rezoning to R-5 is compatible with the current zoning in this area along US 301. The property is intended to be used as a high-density residential development and is within range of other properties designated with an R-3 & R-5 zoning designation. The proposed development would abide by Policy 1.9.1 and directly counteract urban sprawl.

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

Schools: The residential development is proposed to add 74 students to Wildwood Schools. The school district advises that capacity is available. No additional increase in dwelling units is requested at this time.

Potable Water & Sewer: The subject properties are in an existing demand service area according to the 2019 Utility Master Plan. City water and sewer are available to the subject property. The applicant/owner has worked with City utilities at the site plan stage and has provided utility easements.

Streets: Access to the property is proposed from US 301, which is maintained by the State of Florida, and CR 108 (Perry Street), which is a minor local road maintained by the county. US 301 is currently a four-lane divided principle arterial roadway that operates at a LOS C. The intersection of US 301/CR 472 is projected to operate at LOS F, however Sumter County plans to improve the existing intersection within two years which is expected to alleviate these concerns.

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

The surrounding area is a mix of commercial and low density residential developments, which could be considered urban sprawl which would contradict Objective 1.9 of the 2035 Comprehensive Plan in the Future Land Use Element section. The rezoning is necessary to accommodate the proposed use of the property for additional parking and amenity areas associated with the multi-family development and to bring the property into compliance with the proposed Future Land Use designation.

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

Transportation: Access to the property is proposed from US 301, which is maintained by the State of Florida, and CR 108 (Perry Street), which is a minor local road maintained by the county. US 301 is currently a four-lane divided principle arterial roadway that operates at a LOS C. The proposed Future Land Use change to HDR and proposed development is estimated to add 1,768 daily trips, 105 A.M. & 134 P.M. peak hour trips to the intersection of US 301 and CR 108. A full traffic impact analysis has been conducted for maximum density

and was approved by Sumter County. The intersection of US 301/CR 472 is projected to operate at LOS F, however Sumter County plans to improve the existing intersection within two years which is expected to alleviate these concerns. The increase in acreage proposes zero net dwelling units.

(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 US 301 & CR 108 are a mix of residential 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.

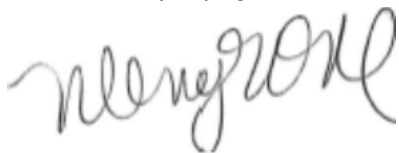
ZONING DESIGNATION OF SURROUNDING PROPERTIES

NORTH	ROW CR 108 & CH (Sumter County)
SOUTH	R-5 (City)
EAST	R-5 (City)
WEST	CL (Sumter County)

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.

The Planning and Zoning Board/Special Magistrate recommends approval of Ordinance Number O2024-8 (attached) subject to approval of O2024-7, which establishes a Future Land Use appropriate to the proposed zoning. This is the second and final reading.

DATED: 4/17/2024



Wendy Then, AICP, CFM
Assistant Director Development Services

ORDINANCE NO. O2024-8

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 D17-065
Evolve Wildwood Amenity, LLC
0.553 +/-

LEGAL DESCRIPTION:

THAT PORTION OF LANDS FROM OFFICIAL RECORDS BOOK 80, PAGE 639, BEING A PART OF LOTS 3 AND 4, PERRY PLAT, OXFORD, AS RECORDED IN PLAT BOOK 1, PAGE 32, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, IN THE SOUTH 1/2 OF THE NORTHWEST 1/4, OF SECTION 17, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCE 415 FEET EAST AND 50 FEET NORTH OF THE QUARTER CORNER ON THE WEST LINE OF SECTION 17, THENCE RUN NORTH 261 FEET, THENCE RUN EAST 165 FEET TO THE POINT OF BEGINNING, THENCE RUN NORTH 185.2 FEET, THENCE RUN SOUTH 89 DEGREES 23'51" EAST 135 FEET, THENCE RUN SOUTH 185.2 FEET, THENCE RUN NORTH 89 DEGREES 23'51" WEST 135 FEET TO THE POINT OF BEGINNING.

SUBJECT TO THE RIGHT-OF-WAY FOR PERRY STREET AS SHOWN ON PERRY PLAT OF OXFORD.

This property is to be reclassified from Commercial (Sumter County) to R-5 (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 _____, 2024, by the City Commission of the City of Wildwood, Florida.

**CITY COMMISSION
CITY OF WILDWOOD, FLORIDA**

Ed Wolf, Mayor

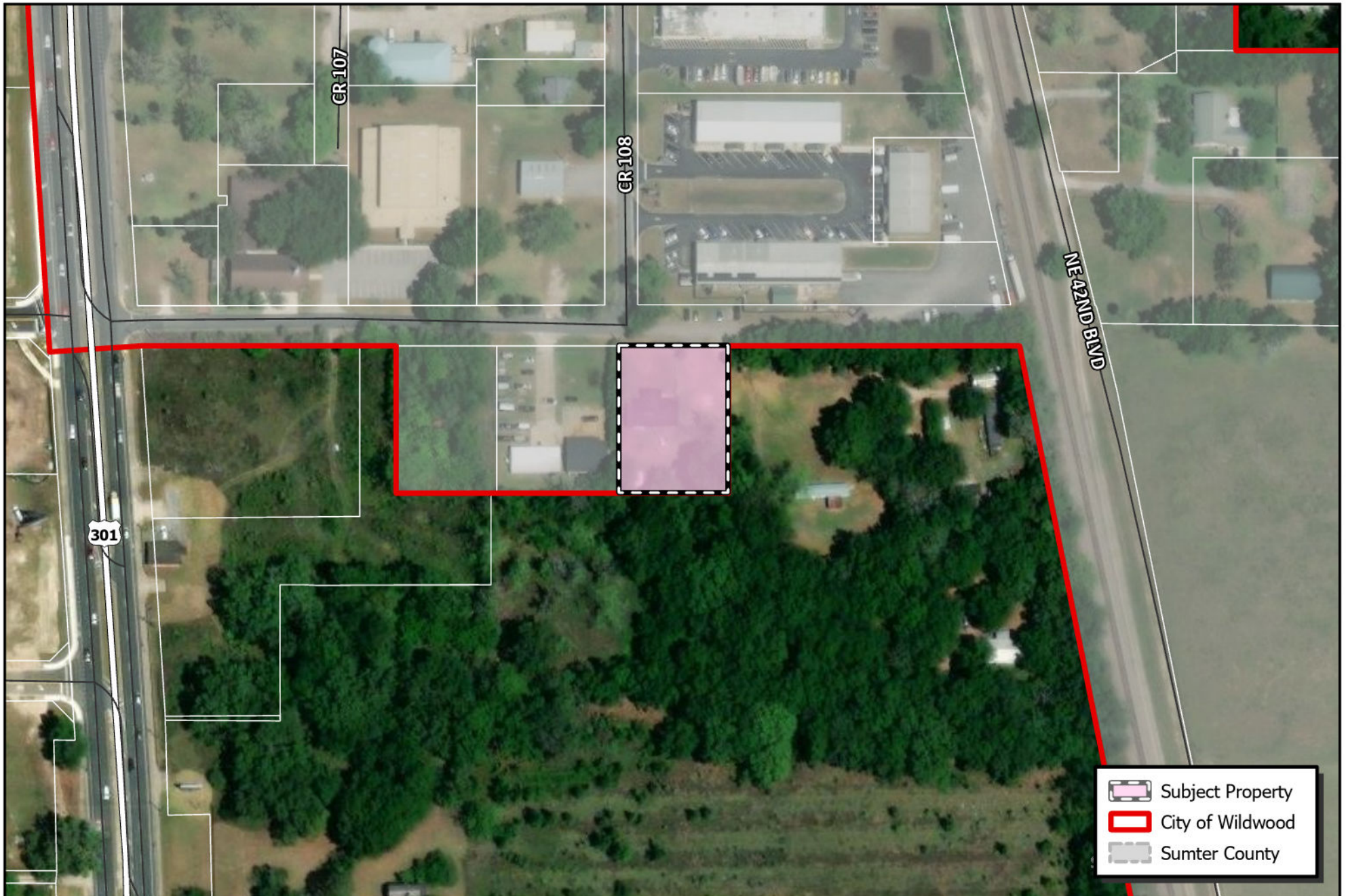
ATTEST: _____
Jessica Barnes, City Clerk

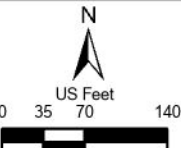
First Reading: _____

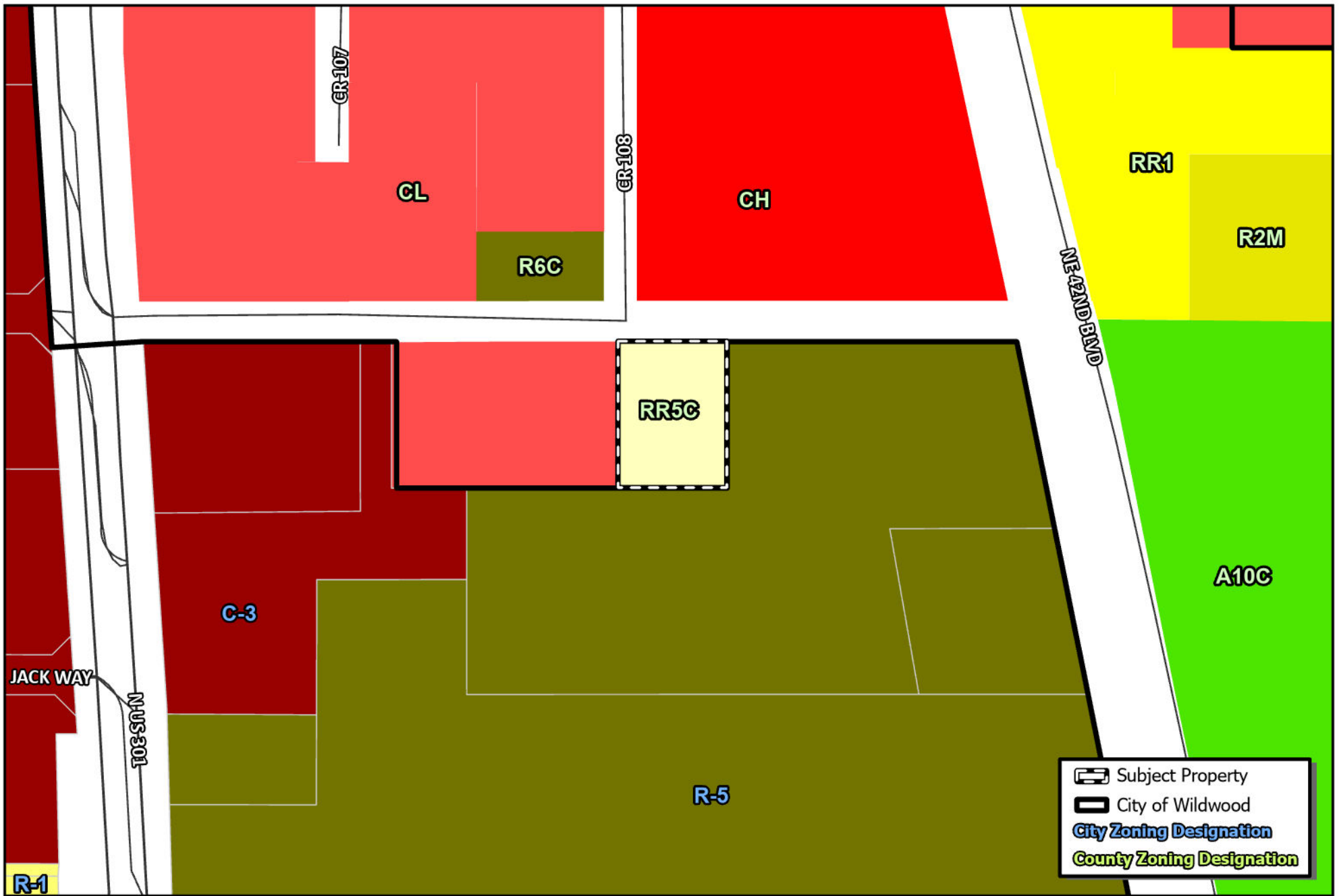
Second Reading: _____

Approved as to form:

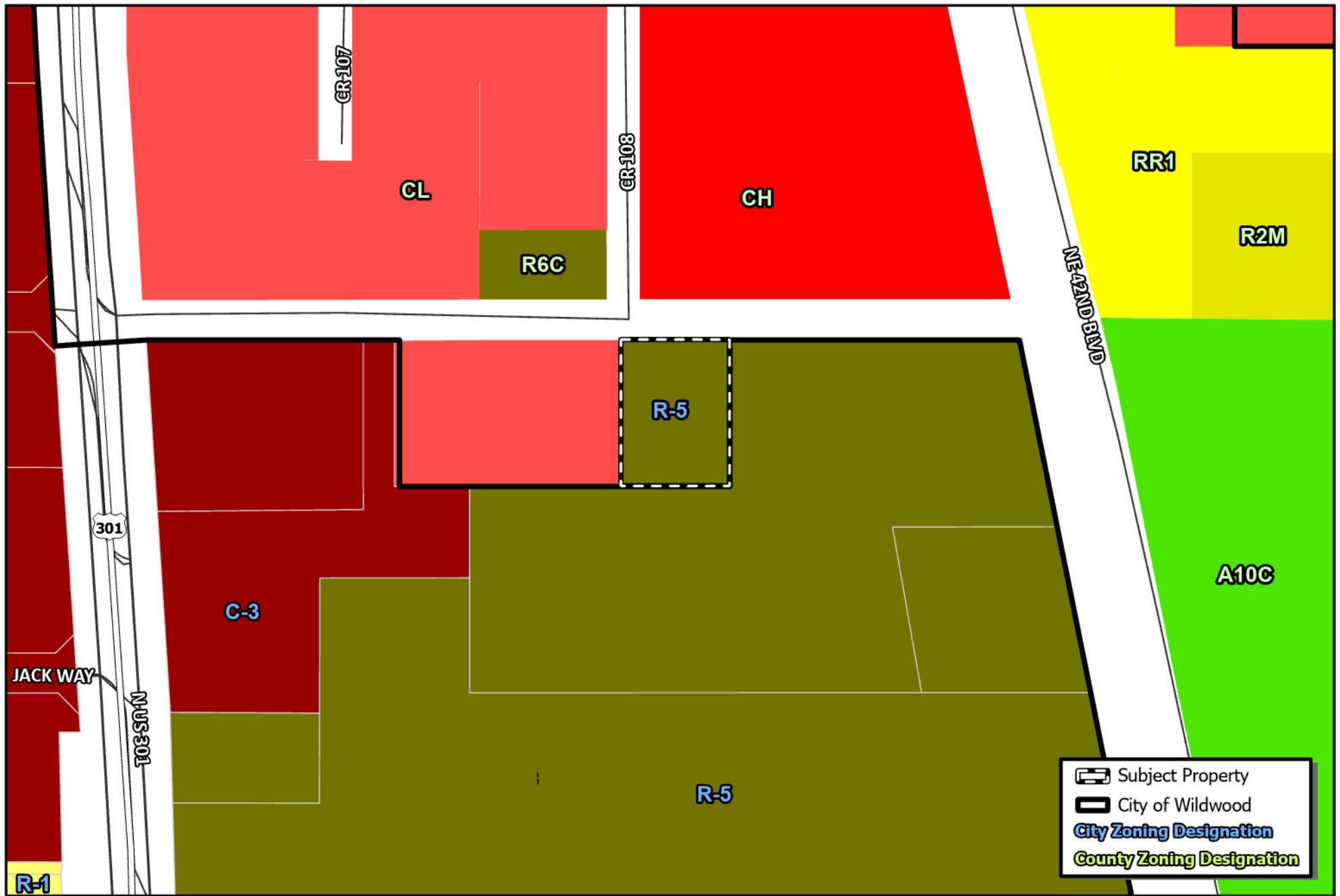
City Attorney



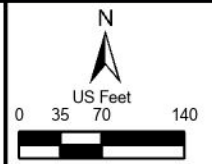
 WILDWOOD FLORIDA	CITY OF WILDWOOD 100 North Main Street Wildwood, FL 34785 Phone: (352) 330-1330 www.wildwood-fl.gov	 N US Feet 0 35 70 140	RZ 2402-001 EVOLVE AT WILDWOOD PARCEL D17-065	MAP 1B LOCATION MAP FEB 2024
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	Subject Property
	City of Wildwood
	City Zoning Designation
	County Zoning Designation



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



RZ 2402-001
EVOLVE AT WILDWOOD
 PARCEL D17-065

MAP 3B
PROPOSED ZONING
FEB 2024

Statement of Exemption from Business Impact Estimate

Proposed ordinance's title/reference: O2024-8

A Business Impact Estimate will not be provided in accordance with section 166.041(4), Florida Statutes. Based upon the box(es) that are checked below, the City of Wildwood is of the view that a business impact estimate is not required by Section 166.041(4)(c) of the Florida Statutes for the proposed ordinance. This Statement of Exemption from Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

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

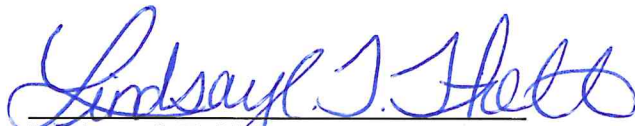
The case below was heard on Tuesday, March 5, 2024, by the Special Magistrate. The applicant seeks approval and favorable recommendation from the City of Wildwood Planning and Zoning Board/Special Magistrate for a Zoning Map Amendment to change the Zoning district from commercial (Sumter County) to R-5 (City) for a parcel being 0.553 acres MOL. The subject property is generally located at 4117 CR 108, Wildwood, FL 34785, approximately 0.11 miles east of the intersection of N US Hwy 301 and CR 108.

Case Number: RZ 2402-001
Applicant(s): Evolve Companies, LLC
Owner(s): Evolve Wildwood Amenity, LLC
Parcel(s): D17-065

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 O2024-8 to the City Commission for final determination.

Dated: March 5, 2024



Lindsay C.T. Holt
Special Magistrate City of Wildwood

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: RZ 2402-004 Perez Home Site

REQUESTED ACTION: The Planning and Zoning Board/Special Magistrate recommends approval of Ordinance Number O2024-15 (attached) subject to approval of O2024-14, which establishes a Future Land Use appropriate to the proposed zoning.

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

Case #	CP 2402-004 Perez Home Site
Ordinance #	O2024-15
Applicant	Richard Ortengren
Owner	Tomas Perez
Property Location	Located at the northeast intersection of CR 209 and CR 222
Parcel Number	D19-047
Date	04/17/2024

The applicant is seeking approval from the City of Wildwood City Commission for a Zoning Map amendment to change the zoning district from RR5C (Sumter County) to Rural Residential (City) for the parcel listed above on 4.57 acres MOL. This request is accompanied by small-scale comprehensive plan amendment request CP 2402-004 (O2024-14).

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

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

At this time, the applicant intends to construct a single family home on the parcel. At the most, the applicant could develop up to two single family residences should he proceed with a Lot Split application. The proposed rezoning to Rural Residential (RR) is consistent with the proposed Future Land Use Map designation of Rural Residential and the intent of the Comprehensive Plan as stated in FLU Policy 1.1.4. The proposed changes also coincide with Policy 1.2.5. of the Future Land Use Element, which is to discourage urban sprawl through a

future land use pattern which promotes orderly, compact development. As such, this change is consistent with the City's 2050 Comprehensive Plan.

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

The proposed rezoning to Rural Residential is compatible with the current zoning in this area along CR 209, as this is a developing residential corridor. Policy 1.2.8. a. encourages new development to contribute a mix of land uses which is compatible with existing communities. The property is intended to be developed at a very low density, thus having minimal impact on levels of services.

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

Schools: Two single family residences would generate one (1) student to Wildwood Schools. The school district advises that capacity is available.

Potable Water & Sewer: There is a 12-inch sanitary sewer force main currently available on the east side of CR 209 along the subject property; however, the closest water line is a 16-inch water main located at the intersection of CR 209 and CR 462, which is 5,280 linear feet south of the subject parcel. For the construction of one or two single family residences, the City would allow the applicant a well for potable water and a septic tank for waste disposal since connection to water is not feasible at this time.

Streets: The property has legal access via CR 209 and CR 222; both of which are Minor Local Roads maintained by Sumter County.

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

Justification has been presented to the city to support the proposed development, highlighting that the subject parcel is located within the City's Joint Planning Area with Sumter County. The rezoning is necessary to accommodate the proposed use of the property, as the applicant intends to develop, and to bring the property into compliance with the proposed Future Land Use designation.

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

Transportation: Driveway access to the property could likely be granted via CR 209. For two single family residences, it's expected up to 20 daily trips; which is de minimis in nature relative to the size of the parcel.

(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 CR 209 Corridor transitions into a mix of residential developments.

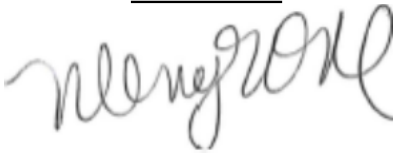
ZONING DESIGNATION OF SURROUNDING PROPERTIES

NORTH	RR5C (Sumter County)
SOUTH	ROW CR 222 & A10C (Sumter County)
EAST	R-2 (City)
WEST	RR5C (Sumter County)

If the rezoning is approved, the applicant will be required to submit a Lot Split application and subsequently a general plan to the City prior to submitting construction plans to the Sumter County Building Department. The site plan will need to follow requirements established in the City's Land Development Regulations in accordance to the Rural Residential Zoning District.

The planning and Zoning Board/Special Magistrate recommends approval of Ordinance Number O2024-15 (attached) subject to approval of O2024-14, which establishes a Future Land Use appropriate to the proposed zoning.

DATED: 4/17/2024



Wendy Then, AICP, CFM
Assistant Director Development Services

ORDINANCE NO. O2024-15

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 D19-047
Tomas Perez
4.57 +/-

LEGAL DESCRIPTION:

The West 1/2 of the Southwest 1/4 of the Southwest 1/4 AND the West 1/2 of the East 1/2 of the Southwest 1/4 of the Southwest 1/4 AND the West 1/2 of the East 1/2 of the East 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 19, Township 18 South, Range 23 East, Sumter County, Florida, LESS the North 1009 feet and LESS the East 460 feet.

This property is to be reclassified from Agriculture (Sumter County) to RR (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 _____, 2024, by the City Commission of the City of Wildwood, Florida.

**CITY COMMISSION
CITY OF WILDWOOD, FLORIDA**

Ed Wolf, Mayor

ATTEST: _____
Jessica Barnes, City Clerk

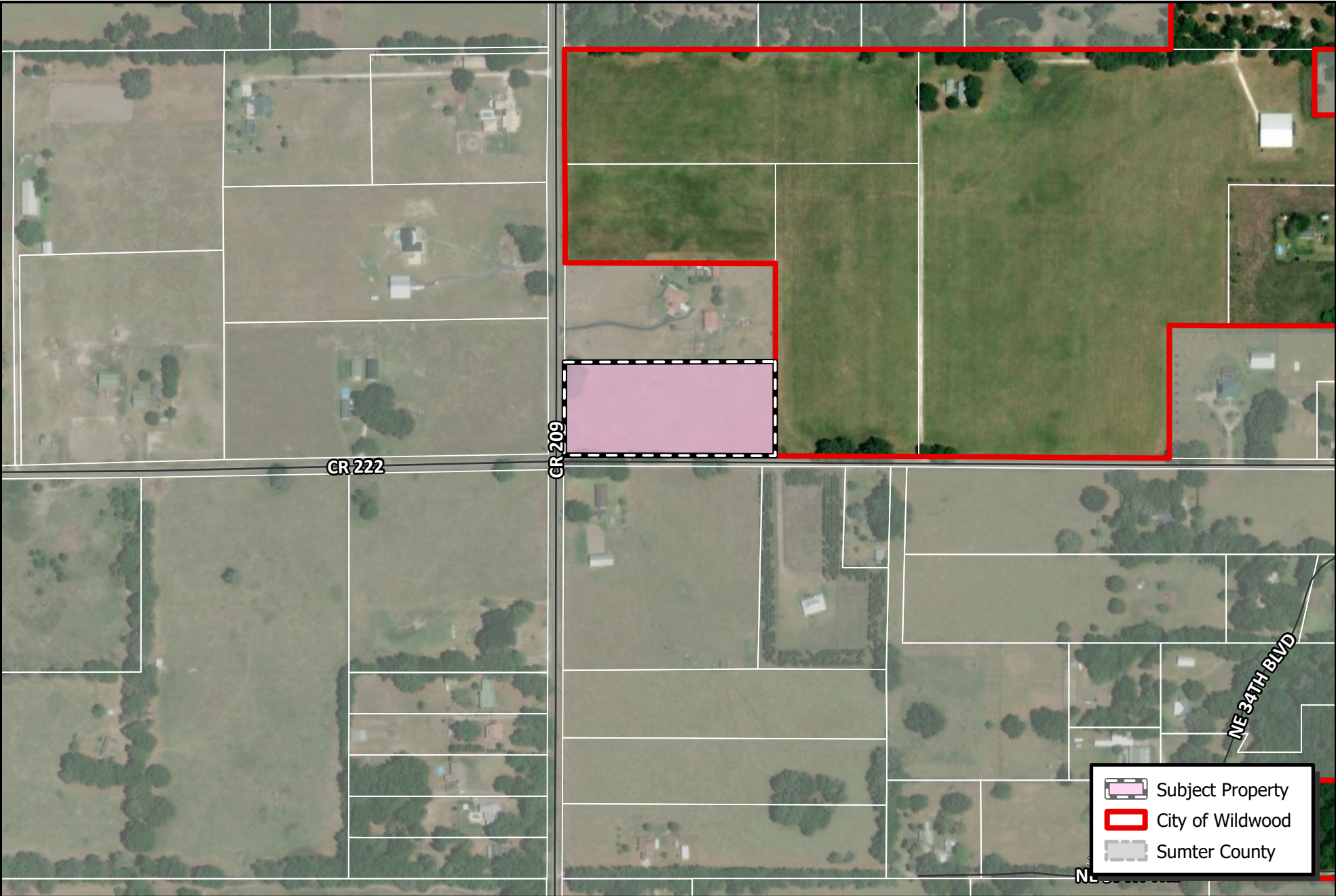
First Reading: _____

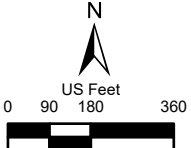
Second Reading: _____

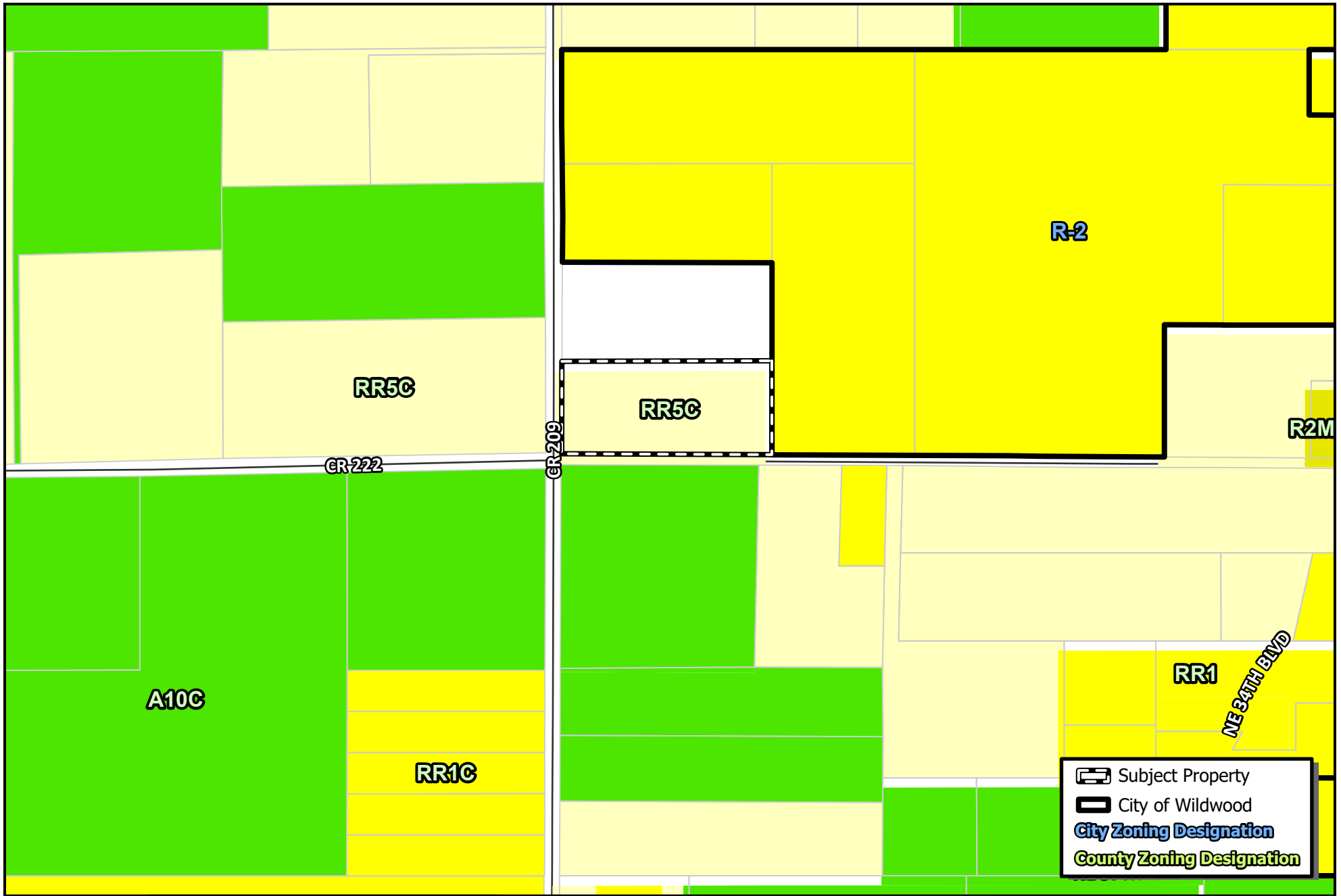
Approved as to form:

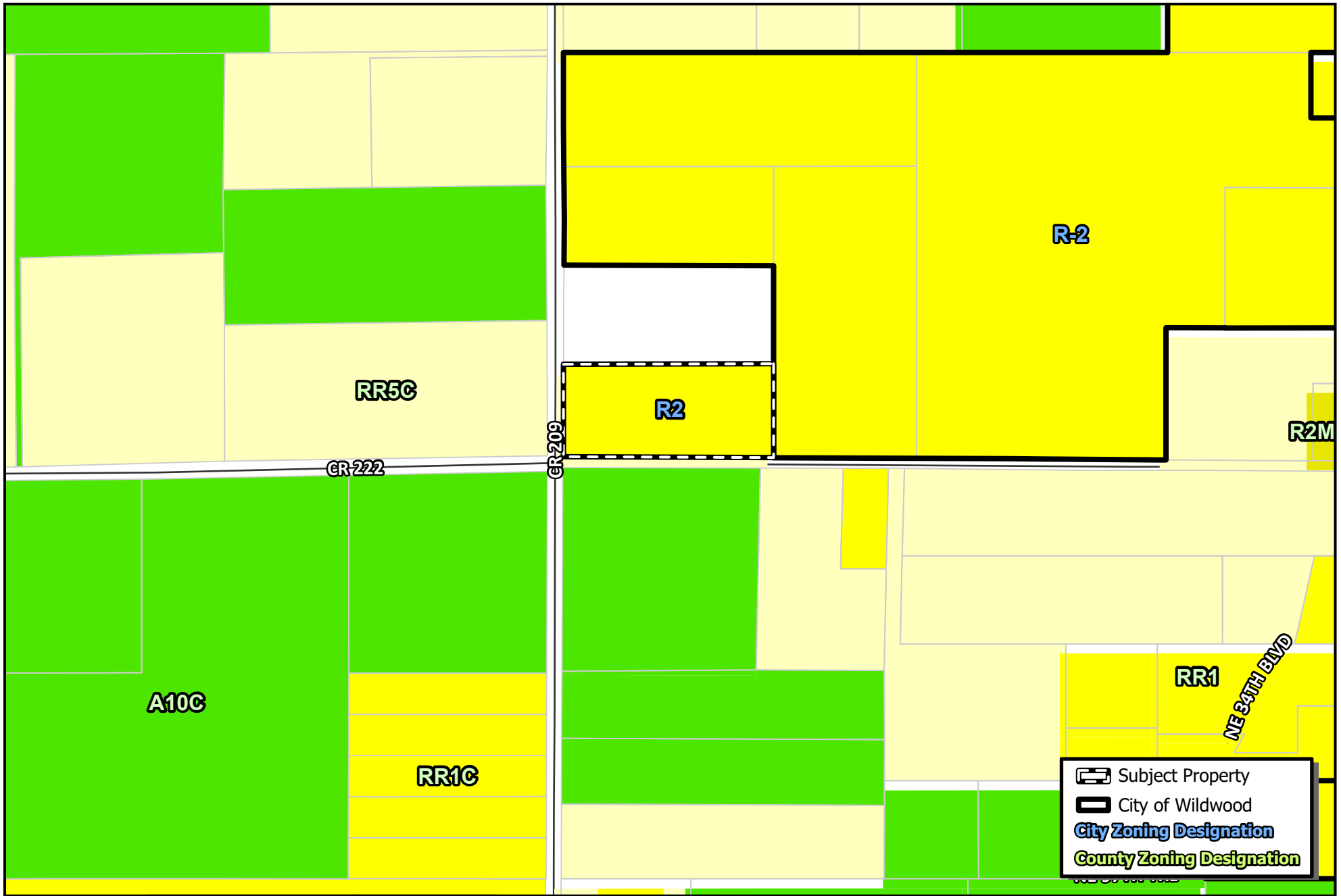
City Attorney

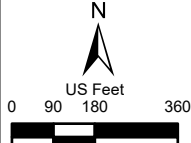
EXHIBIT A



 WILDWOOD FLORIDA	CITY OF WILDWOOD 100 North Main Street Wildwood, FL 34785 Phone: (352) 330-1330 www.wildwood-fl.gov	 N US Feet 0 90 180 360	RZ 2402-004		MAP 1B
			PEREZ HOME SITE		LOCATION MAP
			PARCEL D19-047		FEB 2024





 CITY OF WILDWOOD 100 North Main Street Wildwood, FL 34785 Phone: (352) 330-1330 www.wildwood-fl.gov	 N US Feet 0 90 180 360	RZ 2402-004 PEREZ HOME SITE PARCEL D19-047	MAP 3B
			PROPOSED ZONING
			FEB 2024

Statement of Exemption from Business Impact Estimate

Proposed ordinance's title/reference: O2024-15

A Business Impact Estimate will not be provided in accordance with section 166.041(4), Florida Statutes. Based upon the box(es) that are checked below, the City of Wildwood is of the view that a business impact estimate is not required by Section 166.041(4)(c) of the Florida Statutes for the proposed ordinance. This Statement of Exemption from Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

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

The case below was heard on Tuesday, April 2, 2024, 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 RR5C (Sumter County) to Rural Residential (City) for the parcel listed above on 4.57 MOL. The subject property is generally located at the northeast corner of the intersection of CR 209 and CR 222.

Case Number: RZ 2402-004
Applicant(s): Richard Ortengren
Owner(s): Tomas Perez
Parcel(s): D19-047

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 O2024-15 to the City Commission for final determination.

Dated: April 2, 2024



Lindsay C.T. Holt
Special Magistrate City of Wildwood

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: **RZ 2402-002 Matteo Oaks**

REQUESTED ACTION: The Planning and Zoning Board/Special Magistrate recommends approval of Ordinance Number O2024-17 (attached) subject to approval of O2024-16, which establishes a Future Land Use appropriate to the proposed zoning.

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

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

Case #	RZ 2402-002 Matteo Oaks
Ordinance #	O2024-17
Applicant	Woodrow L. Clymer with Clymer Farner Barley
Owner	Jeremy Wayne Bernal
Property Location	Located at 8600 CR 209, Wildwood, FL 34785, approximately 0.35 miles south of the intersection of CR 209 and E C 462
Parcel Number	C36-102
Date	04/17/2024

The applicant seeks approval from the City of Wildwood City Commission for a Zoning Map amendment to change the zoning district from A10C (Sumter County) to R-1 (City) for the parcel listed above on 4.57 acres MOL. This request is accompanied by small-scale comprehensive plan amendment request CP 2402-002 (O2024-16).

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

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

The applicant intends to develop a single-family residential subdivision on the subject property consisting of 164 detached dwelling units. Justification has been presented to the city to support the proposed development, highlighting the demand for residential housing in the area, particularly for the workforce. This parcel will be combined with the property abutting to the south (C36-003), which consists of 25 acres of land and already has the City's Low Density Residential Future Land Use Designation. The adjacent properties along CR 209 are

annexed into the City and have a future land use of MDR (Medium Density Residential) and LDR (Low Density Residential), making the requested land use a good fit with the current adjacent uses.

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

The proposed rezoning to R-1 is compatible with the current zoning in this area along CR 209, as this is a developing residential corridor. Policy 1.2.8. a. encourages new development to contribute a mix of land uses which is compatible with existing communities. The rezoning is consistent with surrounding properties, with the northern neighboring parcel being zoned R-2, and the southern neighboring parcel being zoned R-1. Changing conditions, such as development on the east side of CR 209, make the passage of the proposed amendment necessary.

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

Schools: The residential development is proposed to add 54 students to Wildwood Schools (17 High School students, 12 Middle School students, and 25 Elementary School students). The school district advises that capacity is available.

Potable Water & Sewer: The subject properties are in an existing demand service area according to the 2019 Utility Master Plan. City water and sewer are available for the subject property. The applicant/owner will work with City utilities at the site plan stage and has provided utility easements. Proximity to the Twisted Oaks Development and other developments along E C 462 ensure maximum use of existing and future public facilities and services in accordance with Policy 1.2.8. m.

Streets: The property will have two full-access points along CR 209.

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

Justification has been presented to the city to support the proposed residential subdivision development, highlighting that the subject parcel is located within the City's Joint Planning Area with Sumter County. The rezoning is necessary to accommodate the proposed use of the property, as the applicant intends to develop, and to bring the property into compliance with the proposed Future Land Use designation.

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

Review of the traffic analysis indicates not cause any adverse effect on transportation facilities, as shown by the Sumter County approved traffic impact analysis. All other public facilities appear to have no adverse effects, with the school system confirming capacity, and the City of Wildwood reviewing concurrency of the utility system.

Transportation: Two access points for the property are proposed at CR 209, which is maintained by the City of Wildwood. The proposed Future Land Use change to LDR and proposed development is estimated to add 1,591 daily trips, 149 A.M. & 157 P.M. peak hour trips. A Traffic Impact Study has been conducted for maximum density and was approved by Sumter County. In accordance to the Traffic Impact Study, access to the site will be provided

via full-access driveway onto CR 209. An analysis of the study road segments and study intersections indicate that segments and intersections currently operate within the adopted level of service standard and are projected to continue to do so upon build-out of the proposed development.

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

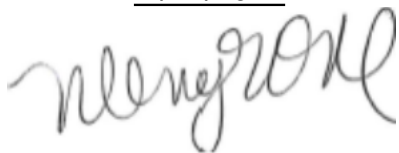
The proposed rezoning will not be a deterrent to the improvement or development of adjacent properties. The CR 209 Corridor transitions into a mix of residential developments.

ZONING DESIGNATION OF SURROUNDING PROPERTIES	
NORTH	R-3 (City)
SOUTH	R-1 (City)
EAST	ROW CR 209 & NMU-7 (City)
WEST	A10C (Sumter County)

If the rezoning is approved, the applicant will be required to submit a preliminary/improvement plat plan and final plat applications to the City prior to developing the residential project. The plan will need to follow requirements established in the City's Land Development Regulations, the Design District Standards, F.S. Chapter 177, and any Developer's Agreements that may be needed to address utilities and traffic mitigation.

The Planning and Zoning Board/Special Magistrate recommends approval of Ordinance Number O2024-17 (attached) subject to approval of O2024-16, which establishes a Future Land Use appropriate to the proposed zoning. This is the second and final hearing.

DATED: 4/17/2024



Wendy Then, AICP, CFM
Assistant Director Development Services

ORDINANCE NO. O2024-17

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 C36-102
Jeremy Wayne Bernal
19.89 +/-

LEGAL DESCRIPTION:

THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 18 SOUTH, RANGE 22 EAST, SUMTER COUNTY, FLORIDA, LESS RIGHT-OF-WAY FOR COUNTY ROAD NO. 209 ACROSS THE EAST SIDE THEREOF.

This property is to be reclassified from A10C (Sumter County) to R-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 _____, 2024, by the City Commission of the City of Wildwood, Florida.

**CITY COMMISSION
CITY OF WILDWOOD, FLORIDA**

Ed Wolf, Mayor

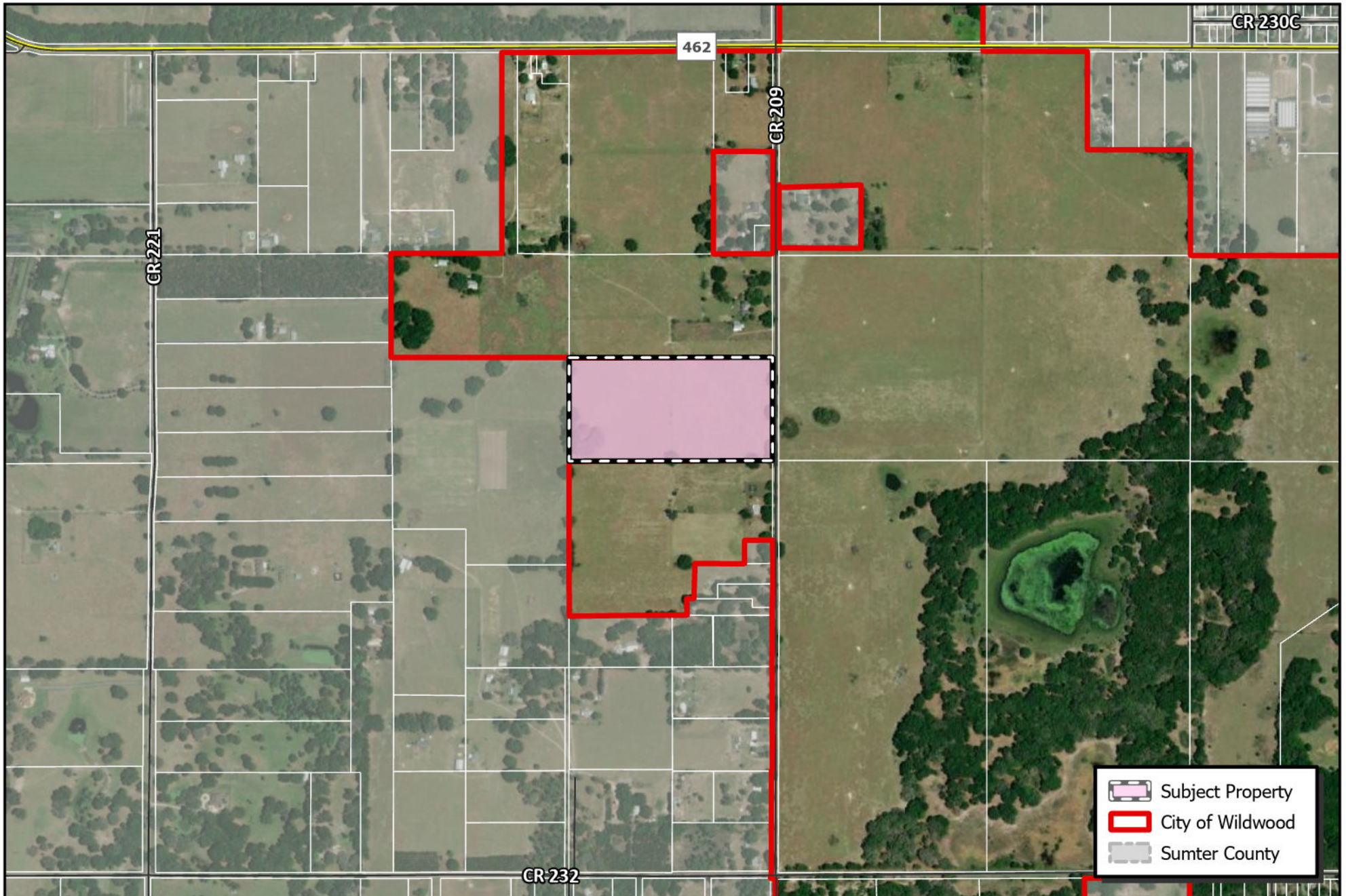
ATTEST: _____
Jessica Barnes, City Clerk

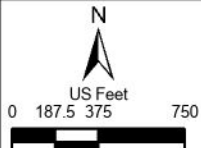
First Reading: _____

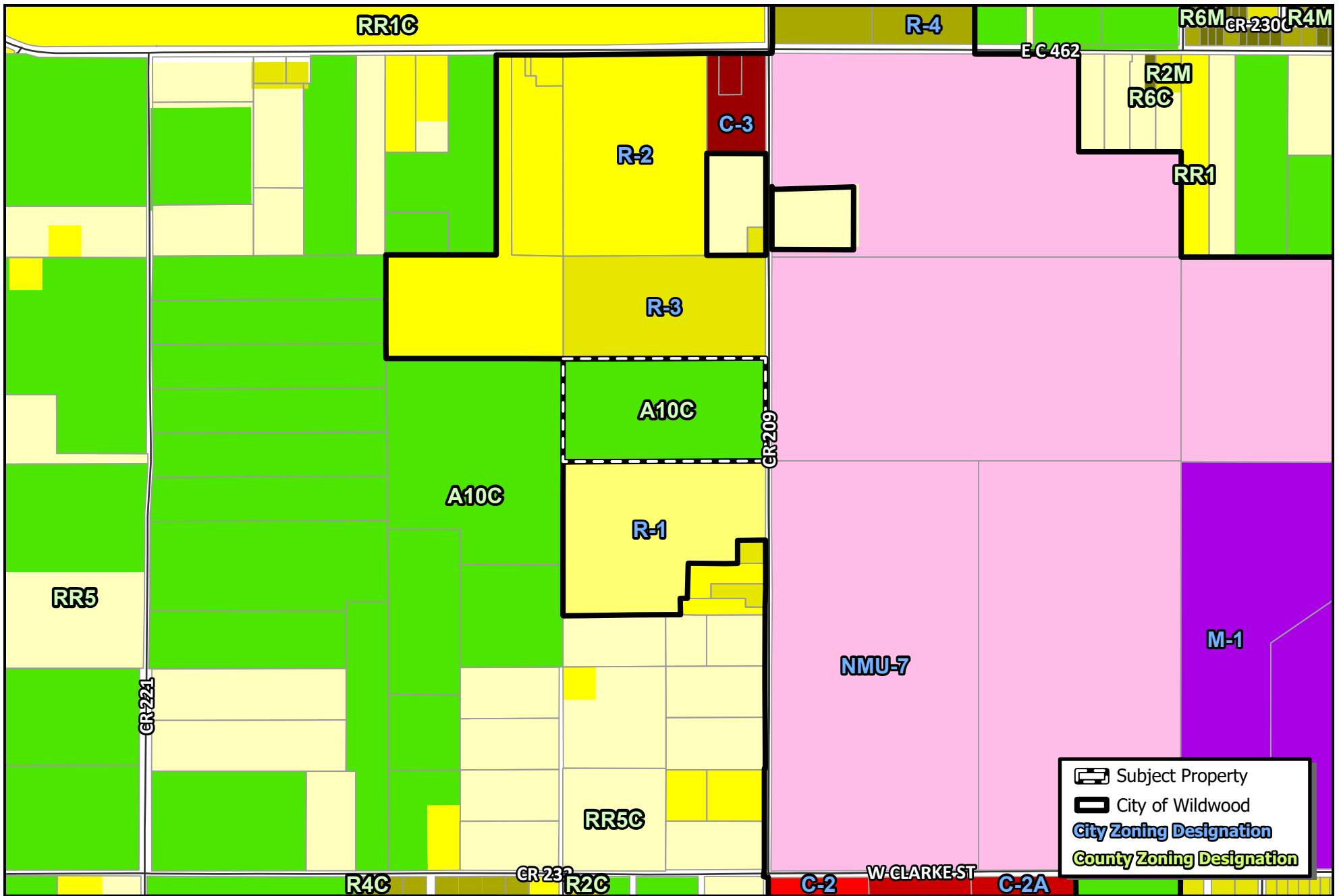
Second Reading: _____

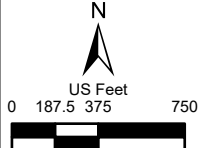
Approved as to form:

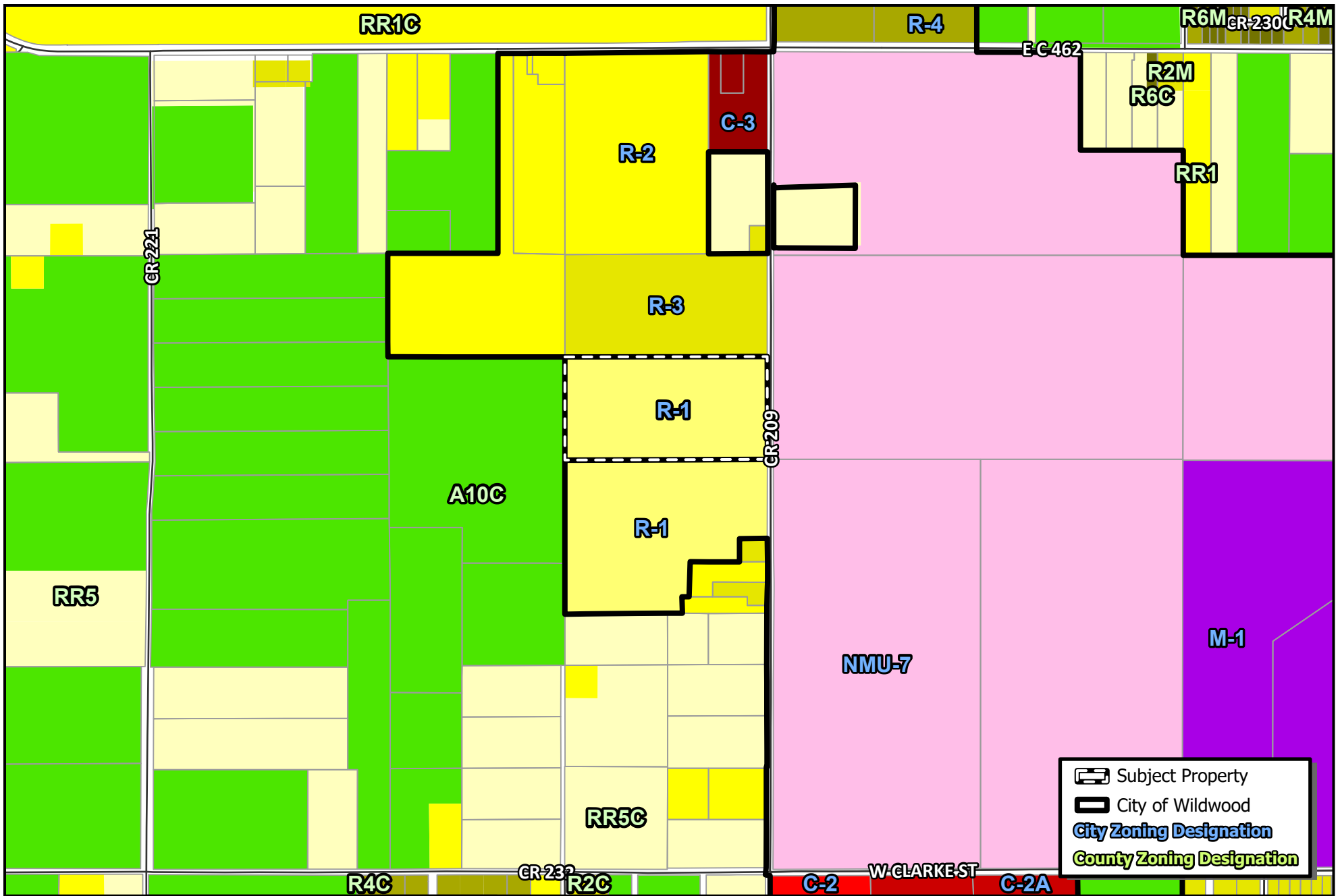
City Attorney



 CITY OF WILDWOOD 100 North Main Street Wildwood, FL 34785 Phone: (352) 330-1330 www.wildwood-fl.gov	 N US Feet 0 187.5 375 750	RZ 2402-002 MATTEO OAKS PARCEL C36-102	MAP 1B
			LOCATION MAP
			FEB 2024



 CITY OF WILDWOOD 100 North Main Street Wildwood, FL 34785 Phone: (352) 330-1330 www.wildwood-fl.gov	 N US Feet 0 187.5 375 750	RZ 2402-002 MATTEO OAKS PARCEL C36-102	MAP 3A
			EXISTING ZONING
			FEB 2024



Statement of Exemption from Business Impact Estimate

Proposed ordinance's title/reference: O2024-17

A Business Impact Estimate will not be provided in accordance with section 166.041(4), Florida Statutes. Based upon the box(es) that are checked below, the City of Wildwood is of the view that a business impact estimate is not required by Section 166.041(4)(c) of the Florida Statutes for the proposed ordinance. This Statement of Exemption from Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

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

The case below was heard on Tuesday, April 2, 2024, 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) to R-1 (City) for the parcel listed above on 19.89 acres MOL. The subject property is generally located at 8600 CR 209, Wildwood, FL 34785, approximately 0.35 miles south of the intersection of CR 209 and E C 462.

Case Number: RZ 2402-002

Applicant(s): Jeremy Wayne Bernal

Owner(s): Woodrow L. Clymer with Clymer Farner Barley

Parcel(s): C36-102

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 O2024-17 to the City Commission for final determination.

Dated: April 2, 2024



Lindsay C.T. Holt
Special Magistrate City of Wildwood

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: AN 2309-001 Summers Gym

REQUESTED ACTION: Staff recommends approval of Ordinance O2024-23.

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

At the November 13, 2023 regular City Commission meeting, the City Commission approved and adopted Ordinance O2023-60 for the voluntary annexation application for parcel G15C016. The property annexed totals 0.8 acres MOL and is located at the intersection of E SR 44 and CR 149. As a summary, the applicant modified existing property from Rural Residential (County) to Commercial (COM) to develop a 6,000-square-foot Gym Facility. Water and sewer are not available to the subject properties. The property will utilize well and septic until utilities become available for connection.

After adoption of O2023-60 and upon being sent for recording, a typographical error within the legal description was discovered, and the City Attorney determined that a new ordinance was required to reconcile the discrepancy on the record. As a result, Ordinance O2024-23 has been effectively created and is ready for your consideration. This is the Ordinance's first reading.

DATED: 04/18/2024



Wendy Then, AICP, CFM
Assistant Director Development Services

ORDINANCE NO. O2024-23

AN ORDINANCE AMENDING CITY OF WILDWOOD ORDINANCE NO. O2023-60 TO CORRECT A SCRIVENER'S ERROR PERTAINING TO A TYPOGRAPHICAL ERROR IN THE LEGAL DESCRIPTION; PROVIDING FOR THE VOLUNTARY ANNEXATION OF CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 0.8 ACRES LOCATED AT THE INTERSECTION OF E SR 44 AND CR 149, IN SECTION 22, TOWNSHIP 19 SOUTH, RANGE 23 EAST; WHICH IS CONTIGUOUS TO THE CITY LIMITS OF THE CITY OF WILDWOOD AND LOCATED IN THE CITY'S JOINT PLANNING AREA; PROVIDING THAT SECTION 1-14 OF THE CITY OF WILDWOOD CODE OF ORDINANCES IS AMENDED TO INCLUDE THE ANNEXED PROPERTY; PROVIDING FOR TEXT TO BE CORRECTED; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 13, 2023, the City Commission adopted City of Wildwood Ordinance No. O2023-60 for the voluntary annexation of certain real property consisting of approximately 0.8 acres located at the intersection of E SR 44 and CR 149; and

WHEREAS, upon review, it was discovered that a clerical error was made in Ordinance No. O2023-60 that must be corrected; and,

WHEREAS, the nature of the clerical error was that the Legal Description inadvertently reflected the incorrect direction of a distance.

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

SECTION 1. The purpose of this Ordinance is to correct a clerical error in City of Wildwood Ordinance No. O2023-60, which provided for the voluntary annexation of certain real property consisting of approximately 0.8 acres located at the intersection of E SR 44 and CR 149 for Parcel G15C016.

SECTION 2. The direction of a distance in the Legal description is to be revised to correct a clerical error as follows:

(Deletions are reflected with strikethrough text and corrective text is depicted with underscored text.)

The correct directional distance is ~~53°26'10" W~~ 53°26'10" E.

Section 3. Based upon the petition of the owner of the following described real property, which is located at the intersection of E SR 44 and CR 149, to be annexed into the City, the property is hereby annexed into the City of Wildwood pursuant to Sections 171.044 and 171.204, Florida Statutes. The City Commission finds that the property is contiguous to the City of Wildwood; is located within the City's Joint Planning Area with Sumter County; and meets all legal requirements for annexation. The annexed property lying in Sumter County, Florida, owned by Bryan Summers is more particularly described as follows:

Parcel G15C016
Bryan Summers (OWNER)
0.8 Acres +/-

LEGAL DESCRIPTION

PARCEL G15C016:

LOT 16, LAKE DEATON SHORES, FIRST ADDITION ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 25-1/2, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; RUN THENCE S. 00°01'00" E. ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 22, A DISTANCE OF 90.98 FEET TO THE NORTH MOST CORNER OF LOT 1, LAKE DEATON SHORES, FIRST ADDITION AS RECORDED IN PLAT BOOK 2, PAGE 25 1/2, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA AND THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 153; THENCE S. 36°35'00" W. ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 477.24 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF EAST STATE ROAD NO. 44; THENCE S. 53°20'00" E. ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1050.00 FEET TO THE **POINT OF BEGINNING**; THENCE N. 36°36'45" E. DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 240.81 FEET; THENCE S. 53°26'10" **E**., A DISTANCE OF 150.00 FEET; THENCE S. 36°36'45" W., A DISTANCE

OF 241.12 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF EAST STATE ROAD NO. 44; THENCE N. 53°20'00" W. ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 150.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 0.83 ACRES, MORE OR LESS.

SECTION 4. All of the above described annexed property shall be liable for its proportionate share of the future and existing indebtedness of the City of Wildwood.

SECTION 5. All of the above described annexed property shall be subject to the laws and ordinances of the City of Wildwood as if this territory had been a part of the City of Wildwood at the time of passage and approval of said laws and ordinances.

SECTION 6. Until such time as the City amends its comprehensive plan, the current Sumter County zoning classification and future land use regulations will remain in full force and effect.

SECTION 7. Section 1-14 of the City of Wildwood Code of Ordinances is hereby amended to include the legal description of the annexed parcel pursuant to this Ordinance. The location map identifying the property to be annexed are attached hereto as "Exhibit A" and incorporated herein by reference.

SECTION 8. If any portion of this Ordinance is declared invalid for any purpose, the remaining portion shall remain valid and in full force and effect.

SECTION 9. The city attorney may correct scrivener's errors found in this ordinance by filing a corrected copy of this ordinance with the city clerk.

SECTION 10. This Ordinance shall take effect upon final approval by the City Commission. The date of the annexation of the property shall remain November 13, 2023, the effective date of Ordinance No. O2023-60.

DONE AND ORDAINED this ____ day of _____, 2024, by the City Commission of the City of Wildwood, Florida.

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

Ed Wolf, Mayor

ATTEST: _____
Jessica Barnes, City Clerk

First Reading: _____

Second Reading: _____

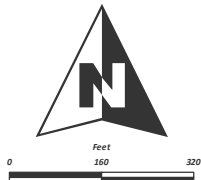
Approved as to form:

City Attorney



CITY OF
WILDWOOD

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



AN 2309-001

SUMMERS GYM

PARCEL G15C016

MAP 1B

LOCATION
MAP

SEPTEMBER
2023

Statement of Exemption from Business Impact Estimate

Proposed ordinance's title/reference: O2024-23

A Business Impact Estimate will not be provided in accordance with section 166.041(4), Florida Statutes. Based upon the box(es) that are checked below, the City of Wildwood is of the view that a business impact estimate is not required by Section 166.041(4)(c) of the Florida Statutes for the proposed ordinance. This Statement of Exemption from Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: Text Amendment to the City's Land Development Regulations Update

REQUESTED ACTION: Staff recommends approval of Ordinance O2024-24.

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

At the March 11, 2024 regular City Commission Meeting, the City Commission approved and adopted Ordinance O2024-2 for the proposed Text Amendments to the Land Development Regulations necessary to be in compliance with the City's adopted 2050 Comprehensive Plan and the Florida State Statutes.

With the adoption of Ordinance O2024-2, Land Development Regulations Chapters 1 through 8 were amended. In the process, it was found that there were software formatting issues on the Chapter 3 zoning tables that did not translate some of the proposed changes and need to be formally rectified on the record via a new ordinance.

DATED: 4-18-2024



Wendy Then, AICP, CFM
Assistant Director, Development Services

ORDINANCE NO. O2024-24

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 FINDINGS AND INTENT;
PROVIDING FOR CONFLICT AND SEVERABILITY;
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 March 11, 2024;

WHEREAS, the City wishes to update its LDRs, as amended March 11, 2024 to revise and update its standards;

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

SECTION 1. The amendments to the are shown in the attached “Exhibit A” with strikethrough 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 _____, 2024, by the City Commission of the City of Wildwood, Florida.

**CITY COMMISSION
CITY OF WILDWOOD, FLORIDA**

Ed Wolf, Mayor

ATTEST: _____
Jessica Barnes, City Clerk

First Reading: _____

Second Reading: _____

Approved as to form:

City Attorney

TABLE 3-1: Zoning Districts	
District Abbreviation	District Title
CON	Conservation
AG-5	Agricultural- 5
AG-10	Agricultural-10
ARD	Age Restricted Development Mixed Use
RR	Rural Residential
ER	Estate Residential
R-1	Low Density Residential
R-2	Low-Medium Density Residential
R-3	Medium Density Residential
R-4	Medium-High Density Residential
R-5	High Density Residential
MHP	Mobile Home Park
RMU	Residential Mixed Use
RMU-10	Residential Mixed Use - 10
RIO	Residential/Institutional/Office
IN	Institutional
PEU	Public, Educational, Utilities
C-1	General Commercial - Downtown
C-2	General Commercial - Neighborhood
C-2A	Commercial - Mixed Use
C-3	General Commercial - Highway
NMU-4	Neighborhood Mixed Use - 4
NMU-7	Neighborhood Mixed Use - 7
ECNMU-7	Employment Center Neighborhood Mixed Use - 7
CMU	Central Mixed Use
CC	Community Commercial Mixed Use
CDT	Downtown Mixed Use
SWCMU	South Wildwood Commercial Mixed Use
466-301	466-301 Mixed Use
M-1	Industrial
M-2	Heavy Industrial
VIL-WW	The Villages of Wildwood DRI

Notes:

The Villages of Wildwood DRI zoning district is subject to unique standards (see section 3.19)

Wildwood Springs DRI will contain a PUD zoning consistent with their respective FLUM designation, Amended and Restated Development Order, and other agreements.

PUDs in existence prior to July 25, 2011 will retain their PUD zoning classification

TABLE 3-2: Permitted Zoning Districts

FLUM Designation	Permitted Zoning Districts (Abbreviation)
Conservation	CON
Agriculture	CON, AG-10, AG-5
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
Medium Density Residential	CON, AG-10, AG-5, R-2, R-3
High Density Residential	CON, AG-10, AG-5, 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
General Commercial	CON, AG-10, AG-5, C-1, C-2, C-3
Industrial	CON, AG-10, AG-5, M-1, M-2
Neighborhood Commercial	CON, AG-10, AG-5, C-1, C-2A, <u>CDT</u> , RIO, NMU-4
High Density 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, ECNMU-7
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 /5/2024-5	1 /10/2024-10	1	2 ¹	4 ¹		6 ¹		9 ¹			12 ¹			15 ¹		10 ¹	
Minimum Open Space (%)	40	40	DDS	DDS	DDS		DDS		DDS			DDS			DDS		15	
FAR	0.2	0.2	0.2	0.2	0.3		0.3		0.3			0.3			0.3		0.3	
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 (%)	40	40	50	50	40	35	40	35	40	35	60	40	36	60	35	60	50 ²	50
Minimum Lot Width (ft)	500	250	50	50	50 40	40 35	50 40	40 35	45 40	35	35	45 40	35	35	35	35	50 40	50 40
Minimum Setbacks (ft):																		
Front	35 ⁴	35 ⁴	30 ⁴	30 ⁴	25 ⁴	25 ⁴	20 ⁴	20 ⁴	15 20 ⁴	20 ⁴	30 ⁴	20 ⁴	20 ⁴	30 ⁴	20 ⁴	30 ⁴	8 ⁴	30 25 ⁴
Rear	25	25	15	15	15	25	10	10	10	10	15	10	10	15	10	15	8	15
Side	20	20	10	10	7.5 5	Note ³	7.5 5	Note ³	5	Note ³	Note ³	5	Note ³	Note ³	Note ³	Note ³	8	10
Minimum Building Separation (ft) ¹					10	25 15	10	25 15	10	15	25	10	10 15	25	10 15	25	16	20

Abbreviations Acronyms:

*For full zoning district names, see Table 3-1

Notes:

SFD - Single Family Detached

¹ Minimum building separation between two different unit types is 25 feet

SFA - Single Family Attached

²This requirement shall not apply to existing mobile home parks.

ACB - Apartment/Condominium Building

³ ~~3 or less units, 0' interior where units meet, 7.5' exterior; 4 or more units use building separation~~ May receive a 25% increase in density if the affordable housing or LEES standards of Comp. Plan Policy 1.1.7a-b are met

MH - Mobile Home

⁴The front setbacks for homes in new subdivisions shall vary on the same block per DDS Chapter 2, (D)(5).

(Residential)

⁵Accessory 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.

FAR - floor area ration

ISR - Impervious surface ratio

TABLE 3-4: Density, Intensity, and Lot Standards

B

Nonresidential Zoning Districts

Zoning District:	C-1 ⁶	C-2 ⁶	C-3 ⁶	IN	PEU	M-1 ⁶	M-2 ⁶	CON
-	-	-	-	-	-	-	-	-
Maximum FAR	0.5	0.5	0.5	0.6	0.6	0.5	0.5	
Maximum ISR (%)	75	75	75	60	see Comprehensive Plan	70	70	see Comprehensive Plan
Minimum Open Space (%)	15	20	20	20	20	20	20	
Minimum Setbacks (ft):								
Front		25	25	25	25	30	30	
Rear		15	15	15	15	20	20	
Side		15	15	10	10	15	15	
Maximum Setbacks (ft):								
Front	10							
Rear								
Side	7.5							
Maximum Building Separation (ft):	15							

Notes:

¹ No side or rear setback required if abutting a railroad right-of-way

² Maximum front setback within C-1 district may be extended to 20 feet if a café, public courtyard, quasi-public or similar social gathering area is provided

³ Side setbacks within C-1 district may be modified if a public courtyard or similar gathering area is provided, vehicular access from main street is needed to access rear or side parking, or where right-of-way or alley exists

⁴ Setback requirements waived if developing under section 3.21

⁵ 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.

⁶ The lesser of ISR or FAR shall apply for properties zoned C-1, I C-2, C-3, M-1, or M-2 which have Commercial or Industrial future land uses

TABLE 3-4: Density, Intensity, and Lot Standards																																	
C																																	
Mixed Use Zoning Districts																																	
Zoning District:	RMU*				RMU -10				RIO*				NMU-4				ECNMU-7				NMU-7				ARD								
Maximum Density (units per acre)	5				10				15				4				7				7				15 ²								
Minimum Open Space (%)	25				25				25				see Comprehensive Plan				25				25				20								
Maximum FAR					0.3				0.6				see Comprehensive Plan				0.5				see Comprehensive Plan				0.5**								
Maximum ISR (%)					60				80				see Comprehensive Plan				60				60				80								
Building Type:	SFD	SFA	MH	NRB	SFD	SFA	ACB	MUB	NRB	SFD	SFA	ACB	NRB	SFD	SFA	ACB	MUB	NRB	SFD	SFA	ACB	MUB	NRB	SFD	SFA	ACB	MUB	NRB	SFD	SFA	ACB	MUB	NRB
Minimum Living Area (Sq. ft)	750	750	750		750	750	600			750	750	600		750	750	600			750	750	600			750	750	600			750	750	600		
Minimum Lot Width (ft)	75	75	75		40	40	40			75	75	40		40	40	40			40	40	40			40	40	40			40				
Maximum Lot Coverage (%)	40	40	40	40	40	40	40			40	40	40	40	40	40	40			40	40	40			40	40	40			80	80	80		
Minimum Setbacks (ft):																																	
Front	25 ^a	25 ^a	25 ^a	25 ^a	20	20 ^a	30 ^a			25 ^a	20 ^a	30 ^a	25 ^a	30 ^a	30 ^a	35 ^a			30 ^a	30 ^a	35 ^a			30	30	35			7.5	10	10		10
Rear	15	15	15	15	10	10	20			15	15	20	15	15	15	20			15	15	20			15	15	20			0	10	10		0
Side	10	10	10	10	5	5	10			10	10	15	10	5	5	10			5	5	10			5	5	10			0	0	0		0
Minimum Building Separation (ft)														10					10					10					10	10	10		10

Abbreviations:

SFD - Single Family Detached

SFA - Single Family Attached

MH - Mobile Home

MUB - Mixed Use Building

NRB - Nonresidential Building

MUC - Mixed Use Center

Notes:

¹ Setback requirements waived if developing under section 3.21

² Density dependent upon distance to MUC: Extent of project within a 1/4 mile - 10 du/acre; within 1/2 mile - 7 du/acre; further than 1/2 mile - 5 du/acre

³ Minimum building separation between two different building types is 25 feet

⁴ **up to a 3.0 FAR may be used in a town center or medical complexes.

⁵ 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.

⁶ For SFA and ACB (Townhouse/codos) on single lots, interior side lot lines shall be 0'

⁷For full names of zoning districts, see Table 3-1

⁸The front setback within homes on the same block in new subdivisions shall vary per DDS Chapter 2, (D)(5).

⁹ARD zoning may have density of up to 30 DU/ac. under Chap. 163 Development Agreement with City

TABLE 3-4: Density, Intensity, and Lot Standards																		
D																		
Mixed Use Zoning Districts																		
Zoning District:	C2-A					CC				CMU					CDT			
Maximum Density (units per acre)	4					10				14 24 with HDRMU FLU					15			
Minimum Density (units per acre)																		
Minimum Open Space %	25					25				15					10			
Maximum FAR	0.3					0.75 ²				.75 outside CRA, 2.0 inside CRA See Note 5					2 ³			
Maximum ISR (%)	60					70				80					90			
Building Type:	SFD	SFA	ACB	MUB	NRB	SFA	ACB	MUB	NRB	SFD	SFA	ACB	MUB	NRB	SFA	ACB	MUB	NRB
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Minimum Living Area (Sq. ft)	750	750	600			750	600			750	750	600			750	600		
Minimum Lot Width (ft)	40									40								
Minimum Setbacks (ft):																		
Front	30	30								30								
Rear	15	15								15								
Side	5	10								5								
Maximum Front Setback (ft)															15	15	15	15
Minimum Building Separation (ft)	10									10								

Abbreviations:

SFD - Single Family Detached
SFA - Single Family Attached
ACB - Apartment/Condominium Building
NRB - Nonresidential Building
MUC - Mixed Use Center

Notes:

¹Setback requirements waived if developing under section 3.21
² Minimum building separation between two different building types is 25 feet
³ Maximum front setback may be extended if a café, public courtyard, quasi-public or similar social gathering area is provided
⁴ 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 main structure
⁵When CMU, CDT, or CC zoning has CMU future land use, 2.0 FAR if within CRA, .75 FAR outside CRA

TABLE 3-5: Mixed Use Zoning District – Use Percentages						
Zoning District:	NMU-4	NMU-7	ECNMU-7	CMU	CC	ARD
<i>Use Category:</i>						
<i>Residential:</i>						
Minimum Percentage	35	35	35	20	20	20
Maximum Percentage	80	80	80	75	30	80
<i>Institutional, Government, and Tourism, Civic, and Recreational:</i>						
Minimum Percentage	5	5	5	5	5	5
Maximum Percentage	30	30	30	10	30	30
<i>Commercial Office and Business Park:</i>						
Minimum Percentage	0	0	0	0	25	2
Maximum Percentage	40	40	40	50	60	25
<i>Commercial Retail:</i>						
Minimum Percentage	5	5	5	15	10	2
Maximum Percentage	40	40	40	50	30	25
<i>Medical Campus:</i>						
Minimum Percentage						0
Maximum Percentage						30

Notes:

- 1) Developments less than 10 acres may proceed as a single use and are not required to adhere to this Table
- 2) Residential square footage within the CDT designation shall not exceed 30% of the total built square footage
- 3) Nonresidential uses are permitted in RMU-10, but total acreage devoted to nonresidential uses shall not exceed 10% of the total acreage.
- 4) There is no mixed use requirement within the C-2A district.
- 5) There is no mixed use requirement for individual parcels in the 466-301 mixed use district. While mixed use is encouraged, it is the City's responsibility to ensure mixed use is achieved over the aggregate.

P: Permitted Use C: Conditional Use S: Special Exception cell left blank: Prohibited	TABLE 3- 6: Allowable Principal Use Matrix																													
Conservation Uses	CON	AG-5	AG-10	RR	ER	R-1	R-2	R-3	R-4	R-5	MHP	RMU	RMU-10	RIO	IN	PEU	C-1	C-2	C-2A	C-3	NMU-4	NMU-7	ECNMU-7	CMU	ARD	CC	CDT	466-301	M-1	M-2
Wetlands, forested lands, pastures, environmental habitat, karst areas, open water, and lands set aside to be protected	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	P	P
Medical marijuana cultivation	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Agricultural Uses	CON	AG-5	AG-10	RR	ER	R-1	R-2	R-3	R-4	R-5	MHP	RMU	RMU-10	RIO	IN	PEU	C-1	C-2	C-2A	C-3	NMU-4	NMU-7	ECNMU-7	CMU	ARD	CC	CDT	466-301	M-1	M-2
Citrus/ field crop production		P	P																						P					
Keeping and/ or grazing of livestock		P	P																						P					
Agricultural product transfer station		P	P																						P					
Silviculture		P	P																						P					
Aquaculture		P	P																						P					
Horticulture, greenhouses and nurseries (commercial)		P	P														P	P	P	P	P	P	P	P	P	P	P	P	P	
Muck farms		P	P																											
Commercial hog farm, chicken ranches, cattle feed lots, fish farms, bait farms and other AG related commercial type uses		P	P																											
Kennels for breeding purposes		S	S																											
Animal rescue facility		S	S																											
Exotic animals such as poisonous snakes, reptiles, primates, lions, tigers, bears, alligators and other potentially dangerous animals		C	C																											
Agritourism		P / C ^	P / C ^																											
Parking of Personal RV and Boat		P	P																											
Medical marijuana cultivation																														
Residential Uses	CON	AG-5	AG-10	RR	ER	R-1	R-2	R-3	R-4	R-5	MHP	RMU	RMU-10	RIO	IN	PEU	C-1	C-2	C-2A	C-3	NMU-4	NMU-7	ECNMU-7	CMU	ARD	CC	CDT	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	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	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	P	
Community club house, pool or other amenities associated with residential projects or neighborhoods				P	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	RR	ER	R-1	R-2	R-3	R-4	R-5	MHP	RMU	RMU-10	RIO	IN	PEU	C-1	C-2	C-2A	C-3	NMU-4	NMU-7	ECNMU-7	CMU	ARD	CC	CDT	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	P	
Bed and breakfast		S	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	
Hotels and motels																	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Golf courses and driving ranges				S ⁴	S ⁴	S ⁴	S ⁴	S ⁴	S ⁴	S ⁴							P ⁴	P ⁴	P ⁴	P ⁴	P ⁴	P ⁴	P ⁴	P ⁴	P ⁴	P ⁴	P ⁴	P ⁴	P ⁴	P ⁴	
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 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	RR	ER	R-1	R-2	R-3	R-4	R-5	MHP	RMU	RMU-10	RIO	IN	PEU	C-1	C-2	C-2A	C-3	NMU-4	NMU-7	ECNMU-7	CMU	ARD	CC	CDT	466-301	M-1	M-2	
Assisted living facility (ALF)						S	S	P	P	P		S ²	P	P	P		S	S	S	S	P	P	P	P	P	P	P	P	P	P	
Nursing home														P	P		S	S	S	S	P	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	P	S	P	P	
Professional, business and technical schools														P	P		P	P	P	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	P	
Private or nonprofit organizations providing schooling and/or training programs with associated facilities														P ²	P ²		S	S	S	S				P			S				
Colleges and universities containing dormitories														P	P						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	P	P
Museums and other cultural facilities												P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Hospitals														P			S	S	S	S	S	S	S	S	S	P	S	S	S	S	
Veterinary clinic or temporary pet boarding		P	P									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	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	P	P
<i>Institutional, Governmental, Tourism, Civic and Recreational Uses (cont'd)</i>	CON	AG-5	AG-10	RR	ER	R-1	R-2	R-3	R-4	R-5	MHP	RMU	RMU-10	RIO	IN	PEU	C-1	C-2	C-2A	C-3	NMU-4	NMU-7	ECNMU-7	CMU	ARD	CC	CDT	466-301	M-1	M-2	
Public buildings owned, operated, and used by a government entity such as city hall, city hall annexes, police and fire stations, libraries, post office, and other similar uses		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	P	P	P
Street and highway department garage or maintenance facility		S	S											S		P	S	S	S	S									P	P	
Utility facilities such as electric sub stations, wastewater treatment plants, well sites, and other similar uses		P	P													P									P				P	P	
<i>Commercial Office and Business Park Uses</i>	CON	AG-5	AG-10	RR	ER	R-1	R-2	R-3	R-4	R-5	MHP	RMU	RMU-10	RIO	IN	PEU	C-1	C-2	C-2A	C-3	NMU-4	NMU-7	ECNMU-7	CMU	ARD	CC	CDT	466-301	M-1	M-2	
Business or technology park																	P ¹	P ¹	P ¹	P ¹			P ¹		P ¹	P ¹	P ¹	P ¹	P ¹	P	P
Medical or dental office												P	P	P			P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Professional service establishments and offices												P	P	P			P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Banks, credit unions, and financial institutions												S ²	S ²				P	P	P	P	P	P	P	P	P	P	P	P	P	P	

Commercial Retail Uses	CON	AG-5	AG-10	RR	ER	R-1	R-2	R-3	R-4	R-5	MHP	RMU	RMU-10	RIO	IN	PEU	C-1	C-2	C-2A	C-3	NMU-4	NMU-7	ECNMU-7	CMU	ARD	CC	CDT	466-301	M-1	M-2
Retail sales establishments such as department, electronic, office supply, grocery and other similar stores												P	P				P	P	P	P	P	P	P	P	P	P	P	P		
Restaurants and cafés (without alcohol consumption or sales), No Drive-through												P	P				P	P	P	P	P	P	P	P	P	P	P	P		
Restaurants and cafés (without alcohol consumption or sales), with Drive-through												C S	C S				P S	P	P	P	P	P	P	P	P	P	P S	P		
Mobile food dispensing vehicle																	P 1	P 1		P 1										
Bar, tavern, restaurants or cafés serving alcohol (on site consumption)												P	P				P	P	P	P	P	P	P	P	P	P	P	P		
Liquor Store (sales of hard alcohol for off-site consumption)																	P	P	P	P	P	P	P	P	P	P	P	P		
Copy centers												P	P				P	P	P	P	P	P	P	P	P	P	P	P	P	
Commercial Retail Uses (continued)	CON	AG-5	AG-10	RR	ER	R-1	R-2	R-3	R-4	R-5	MHP	RMU	RMU-10	RIO	IN	PEU	C-1	C-2	C-2A	C-3	NMU-4	NMU-7	ECNMU-7	CMU	ARD	CC	CDT	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		
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		
Car wash and auto detailing facilities																	S	S	S	P		S		S	P			P		
Service and repair shops for automobiles, small engines, and other similar uses																	S	S	S	P	S	S	S	S	P	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	S	P	S		P	P	
Auto dealership, golf cart, and similar sales																	P	P	S	P	S	S	S	S	P	S	S	P		
Convenience store												P	P				P	P	P	P	P	P	P	P	P	P	P	P	P	P
Travel Center																				P S										
Indoor personal storage facilities - Multistory												P					P	P	P	P	S	S	S	S	P	S	S P	P		
Indoor storage facilities - Single story																									P				P	
Outdoor storage facilities for RVs, boats, campers, vehicles, machinery, equipment, or other similar items																									P				P	P
Internet Cafe																													P	
Bed-and-breakfast	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	P	-	-	-	-	-	-	-	-	-	-
Hotels and motels																	P	P	P	P										
Medical-marijuana-cultivation	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Medical Marijuana Dispensary																														
Hookah Lounge																														
Industrial Uses	CON	AG-5	AG-10	RR	ER	R-1	R-2	R-3	R-4	R-5	MHP	RMU	RMU-10	RIO	IN	PEU	C-1	C-2	C-2A	C-3	NMU-4	NMU-7	ECNMU-7	CMU	ARD	CC	CDT	466-301	M-1	M-2
Wholesaling, warehousing, bulk storage, or distribution establishments and similar uses																													P	P
Research laboratories and associated activities																									P				P	P
Light manufacturing, assembling, processing, packaging or fabricating																													P	P

Industrial Uses (continued)	CON	AG-5	AG-10	RR	ER	R-1	R-2	R-3	R-4	R-5	MHP	RMU	RMU-10	RIO	IN	PEU	C-1	C-2	C-2A	C-3	NMU-4	NMU-7	ECNMU-7	CMU	ARD	CC	CDT	466-301	M-1	M-2	
Outdoor storage yards and similar uses such as junkyards, scrap yards and salvage yards																													P	P	
Building or landscape contractor with onsite equipment storage																													P	P	
Concrete or asphalt plants																														P	P
Concrete block plant																													P	P	
Manufacturing of nonhazardous materials																													P	P	
Manufacturing or warehousing of chemicals, fertilizers, hazardous, or biohazardous materials																													C	C	
Explosives manufacturing or storage																													C	C	
Paper and pulp manufacturing																													C	C	
Petroleum refining																														C	C
Electric, gas, or energy generating facility															P	P													P	P	
Solid waste transfer stations																														C	C
Landfills																														C	C
Tower and wireless communication services		S	S													S				S					S				S	S	
Truck Stop																													S	S	
Mining and excavation		C ¹	C ¹																							P ¹			C ¹	C ¹	
Medical-marijuana-cultivation	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Medical-marijuana-dispensary	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Hookah-lounge	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	

Notes: P=permitted, C=conditional use, S=special exception, X=not permitted

¹ Mining is not permitted in spring buffer areas or within surface drainage basins with direct surface water outfall to spring runs or spring heads, or in areas with karst features.

² Subject to any conditions contained within this LDR and Florida Statutes (F.S.) Section 509.102

³ Permitted by right for boni-fide agricultural properties with exemptions when agritourism using existing buildings also used in agricultural operations. Conditional use approval required for agritourism for all properties with agricultural zoning not meeting these standards.

⁴ Golf courses are to implement Florida Department of Environmental Protection (FDEP) best management practices.

⁵ See definition under Sec. 2.2 regarding community residential homes of six (6) or less residents.

⁷ allows the following light industrial uses:

TABLE 3-7 Criteria and Limitations for Temporary A-Frame and T-Frame Signs – CMU, CDT, and CC Districts	
Maximum Number of Signs	1 per business
Maximum Width	3 feet
Maximum Height	3.5 feet
Minimum Setback/Distance from Curb	1 foot
Maximum Width of Public Sidewalk that the Sign May Obstruct	No more than one-third of width of public sidewalk
Maximum Distance of Sign from Main Entrance to Business	10 feet
Duration Allowed	Only during hours while business is open
Allowed on Public Property and Right-of-Way	Yes
Allowed in a sight visibility triangle described in Design District Standards, Chapter 1, Section (G)(6).	No
Illumination Allowed	No

TABLE 3-8 Criteria and Limitations for All Other Temporary Signs in All Zoning Districts						
ZONING DISTRICT CATEGORY*	Agricultural	Residential	Mixed Use	Commercial	Industrial	Institutional
Maximum Number of Temporary Signs Per Parcel ¹	6	2	4	4	4	4
Maximum Sign Size (Area) for a Temporary Sign ²	4 sf.	4 sf.	16 sf.	16 sf.	16 sf.	16 sf.
Maximum Sign Height for a Temporary Freestanding Sign ³	6 ft.	3 ft.	6ft.	6 ft.	6 ft.	6 ft.
Maximum Sign Height for a Temporary Wall Sign (inclusive of a Window Sign)	15 ft.	15ft.	15ft.	15 ft.	15 ft.	15 ft.
Minimum Sign Setback required to be maintained by a Temporary Ground Sign from any property line ⁴	3 ft.	3 ft.	3 ft.	3 ft.	3 ft.	3 ft.
Minimum Sign Setback required to be maintained by a Temporary Ground Sign from the edge of any paved street or road	3 ft.	3ft.	3 ft.	3 ft.	3 ft.	3 ft.
Minimum Spacing that is required to be maintained by a Temporary Ground Sign from any other Temporary Ground Sign ⁵	15 ft.	15 ft.	15 ft.	15 ft.	15 ft.	15 ft.
Maximum Aggregate Surface Area Allocated for All Temporary Signs on a Parcel ⁶	64 sf.	64 sf.	128 sf.	128 sf.	128 sf.	128 sf.
Whether Temporary Sign is Allowed on Public Property or Public Right-of-Way	No	No	No	No	No	No
Allowed in a sight visibility triangle described in Design District Standards, Chapter 1, Section (G)(6)	No	No	No	No	No	No
Direct Illumination of Surface of Temporary Sign Allowed	No	No	No	No	No	No
Duration Allowed After Event Ends	7 Calendar Days	7 Calendar Days	7 Calendar Days	7 Calendar Days	7 Calendar Days	7 Calendar Days

*Zoning district categories shall be defined as follows:

Agricultural - AG-5, AG-10, CON

Residential - RR, ER, R-1, R-2, R-3, R-4, R-5, MHP

Mixed Use - RMU, RMU-10, RIO, C-2A, NMU-4, ECMU-7, CMU, CC, CDT, 466-301

Commercial - C-1, C-2, C-3

Industrial - M-1, M-2

Institutional - PIU, IN

¹The number of temporary commercial signs per parcel shall be no more than four (4) signs; however, no more than one (1) temporary commercial sign may be a banner sign and a temporary commercial banner sign is limited to a maximum duration of display of no more than thirty (30) days per calendar year per parcel, unless otherwise noted in a Temporary Sign Permit. Feather signs are limited to a maximum duration of display of no more than thirty (30) days per calendar days per calendar year per parcel, unless otherwise noted on a Temporary Sign Permit.

²The square footage limitation is per side for a back-to-back sign. For example, a four (4) square foot limitation means that there is a limited of four (4) square feet of surface area per side of a back-to-back sign, and an aggregate limit of eight (8) square feet is allowed if the sign is a back to back temporary sign

³Not applicable to signs displayed on flagpoles.

⁴ Minimum sign setbacks do not apply to wall signs. Except as set forth in Sec. 34-447.1 a for A-Frame Signs and T- Frame Signs, all Temporary Signs are prohibited on public property and from public rights-of-way.

⁵ Not applicable to signs displayed on flagpoles.

⁶ There is no limit to the number of separate messages that may appear on the allowable surface(s) of any Temporary Sign. The maximum aggregate surface area allowed is subject to circumstances that may reduce the maximum aggregate surface area allowable on some parcels.

TABLE 3-9: PERMANENT SIGNS ALLOWED IN ALL ZONING DISTRICTS

ZONING DISTRICT CATEGORY*	Agricultural	Residential	Mixed Use	Commercial	Industrial	Institutional
Flagpoles	Allowed per Sec. 3.24	Allowed per Sec. 3.24	Allowed per Sec. 3.24	Allowed per Sec. 3.24	Allowed per Sec. 3.24	Allowed per Sec. 3.24
Flag Brackets and Stanchions	Allowed per Sec. 3.24	Allowed per Sec. 3.24	Allowed per Sec. 3.24	Allowed per Sec. 3.24	Allowed per Sec. 3.24	Allowed per Sec. 3.24
Signs at Service Station Islands	Not Allowed	Not Allowed	Allowed per Sec. 3.24	Allowed per Sec. 3.24	Allowed per Sec. 3.24	Allowed per Sec. 3.24
Monument Signs	Not Allowed	Allowed per Sec. 3.24	Allowed per Sec. 3.24	Allowed per Sec. 3.24	Allowed per Sec. 3.24	Allowed per Sec. 3.24
Wall Signs	Not Allowed	Not Allowed	Allowed per Sec. 3.24	Allowed per Sec. 3.24	Allowed per Sec. 3.24	Allowed per Sec. 3.24
Restaurant Wall Signs	Not Allowed	Not Allowed	Allowed per Sec. 3.24	Allowed per Sec. 3.24	Allowed per Sec. 3.24	Allowed per Sec. 3.24
Drive-Through Lane Signs	Not Allowed	Not Allowed	Allowed per Sec. 3.24	Allowed per Sec. 3.24	Allowed per Sec. 3.24	Allowed per Sec. 3.24
Umbrella Signs	Not Allowed	Not Allowed	Allowed per Sec. 3.24	Allowed per Sec. 3.24	Allowed per Sec. 3.24	Allowed per Sec. 3.24
Awning Signs	Not Allowed	Not Allowed	Allowed per Sec. 3.24	Allowed per Sec. 3.24	Allowed per Sec. 3.24	Allowed per Sec. 3.24
Canopy Signs	Not Allowed	Not Allowed	Allowed per Sec. 3.24	Allowed per Sec. 3.24	Allowed per Sec. 3.24	Allowed per Sec. 3.24
Changeable Copy Signs	Not Allowed	Not Allowed	Allowed per Sec. 3.24	Allowed per Sec. 3.24	Allowed per Sec. 3.24	Allowed per Sec. 3.24
Projecting Signs	Not Allowed	Not Allowed	Allowed per Sec. 3.24	Not Allowed	Not Allowed	Not Allowed
Window Signs	Not Allowed	Not Allowed	Allowed per Sec. 3.24	Allowed per Sec. 3.24	Allowed per Sec. 3.24	Allowed per Sec. 3.24
Door Signs	Not Allowed	Not Allowed	Allowed per Sec. 3.24	Allowed per Sec. 3.24	Allowed per Sec. 3.24	Allowed per Sec. 3.24

*Zoning District Categories shall be defined as follows:

Agricultural - AG-5, AG-19, CON

Residential - RR, ER, R-1, R-2, R-3, R-4, R-5, MHP

Mixed Use - RMU, RMU-10, RIO, C-2A, NMU-4, NMU-7, ECNMU-7, CMU, CC, CDT, 466-301

Commercial - C-1, C-2, C-3

Industrial - M-1, M-2

Institutional - PIU, IN

Notes:

¹ Permitted only for purposes of subdivision and neighborhood entry signs

P: Sign Permit Required

TABLE 3-10: SIGN PERMIT REQUIREMENTS

ZONING DISTRICT CATEGORY*	Agricultural	Residential	Mixed Use	Commercial	Industrial	Institutional
Flagpoles	P	P	P	P	P	P
Signs at Service Station Islands	N/A	N/A	P	P	P	P
Monument Signs	N/A	P ¹	P	P	P	P
Wall Signs	N/A	N/A	P	P	P	P
Restaurant Wall Signs	N/A	N/A	P	P	P	P
Drive-Through Lane Signs	N/A	N/A	P	P	P	P
Awning Signs	N/A	N/A	P	P	P	P
Canopy Signs	N/A	N/A	P	P	P	P
Changeable Copy Signs	N/A	N/A	P	P	P	P
Projecting Signs	N/A	N/A	P	N/A	N/A	N/A

*Zoning District Categories shall be defined as follows:

Agricultural – AG-5, AG-10, CON

Residential – RR, ER, R-1, R-2, R-3, R-4, R-5, MHP

Mixed Use - RMU, RMU-10, RIO, C-2A, NMU-4, NMU-7, ECNMU-7, CMU, CC, CDT, 466-301

Commercial – C-1, C-2, C-3

Industrial – M-1, M-2

Institutional – PEU, IN

Notes

¹ Permitted for subdivision and neighborhood identification

P: Sign Permit Required

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: AN 2403-001 Freeman-Allen Annexation

REQUESTED ACTION: Staff recommends approval.

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

Applicant James Hartley with Gooding & Batsel, PLLC on behalf of property owner Arthur Freeman Jr., has submitted a voluntary annexation for parcel F01-116. The property to be annexed totals approximately 1.00 acre of land and is located approximately 295 feet south of C 44A and approximately 315 feet east of the intersection of CR 217 and C 44A, a/k/a "Tract C" within property located at 2865 C-44A, Wildwood, FL 34785.

Annexation into the city is appropriate because the property is located within the City's Joint Planning Area with Sumter County, which interlocal agreement allows for voluntary annexations within the planning area that would otherwise not be permissible under statute due to the creation of an "enclave."

Upon completing the annexation process, the applicant will proceed with the small-scale comprehensive plan amendment and rezoning applications. The applicants intend to apply for Residential Mixed Use (RMU) Zoning Designation, which is compatible with adjacent uses and allows for the erection of a manufactured home at the home site. City water is currently available on the north side of C 44A; however, water connection distances will need to be further evaluated to determine if hook up to City Water would be mandatory.

DATED: 04/17/2024



Wendy Then, AICP, CFM
Assistant Director Development Services

ORDINANCE NO. O2024-25

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROVIDING FOR THE VOLUNTARY ANNEXATION OF CERTAIN REAL PROPERTY CONSISTING OF 1.00 ACRE OF LAND LOCATED APPROXIMATELY 315 FEET EAST OF THE INTERSECTION OF CR 217 AND C 44A AND APPROXIMATELY 295 FEET SOUTH OF C 44A, A/K/A "TRACT C" WITHIN PROPERTY LOCATED AT 2865 C-44A WILDWOOD, FL, 34785, IN SECTION 01, TOWNSHIP 19 SOUTH, RANGE 22 EAST; WHICH IS CONTIGUOUS TO THE CITY OF WILDWOOD LIMITS AND LOCATED IN THE CITY'S JOINT PLANNING AREA; PROVIDING THAT SECTION 1-14 OF THE CITY OF WILDWOOD CODE OF ORDINANCES IS AMENDED TO INCLUDE THE ANNEXED PROPERTY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. Based upon the petition of the owner of the following described real property, which is located approximately 315 east of the intersection of CR 217 and C 44A and approximately 295 feet south of C 44A, a/k/a "Tract C" within property located at 2865 C-44A, Wildwood, FL 34785, to be annexed into the City, the property is hereby annexed into the City of Wildwood pursuant to Sections 171.044 and 171.204, Florida Statutes. The City Commission finds that the property is contiguous to the City of Wildwood limits and located within the City's Joint Planning Area with Sumter County; and meets all legal requirements for annexation. The annexed property lying in Sumter County, Florida, owned by Arthur Freeman, Jr., is more particularly described as follows:

Parcel F01-116
Arthur Freeman Jr.
1.00 +/-

LEGAL DESCRIPTION

COMMENCING AT THE NORTHWEST CORNER OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION I, TOWNSHIP 19 SOUTH, RANGE 22 EAST SUMTER COUNTY, FLORIDA SEMICOLON THENCE RUN

S 00°08'19" WEST 324.91 FEET TO THE POINT OF BEGINNING OF TRACT C; THENCE NORTH 89°24'15" EAST 227.54 FEET; THENCE S 00°12'15" W 191.75 FEET THENCE S 89°45'06" W 226.95 FEET; THENCE N 00°08'19" E 191.75 FEET TO THE POINT OF BEGINNING

TOGETHER WITH A 50 FOOT EASEMENT FOR INGRESS AND EGRESS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 19 SOUTH, RANGE 22 EAST SUMTER COUNTY, FLORIDA THENCE RUN S 00°08'19 " W 516.65 FEET; THENCE N 89°45'06" E 226.73 FEET TO THE POINT OF BEGINNING OF THE 50 FEET INGRESS EGRESS EASEMENT; THENCE CONTINUE N 89°45'06" E 50.00 FEET; THENCE N 00°12'15" E 480.76 FEET TO THE MONUMENTED SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 44A; THENCE NORTH 88°09'47" WEST ALONG MONUMENTED RIGHT-OF-WAY LINE 50.02 FEET; THENCE S 00°12'15" W 482.58 FEET TO THE POINT OF BEGINNING OF THE 50 FEET INGRESS EGRESS EASEMENT.

A 1.0 Acre (+/-) a/k/a "Tract C" within property located at 2865 C-44A, Wildwood, FL 34785

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

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

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

SECTION 5. Section 1-14 of the City of Wildwood Code of Ordinances is hereby amended to include the legal description of the annexed parcel pursuant to this Ordinance. The location map identifying the property to be annexed is attached hereto as "Exhibit A" and incorporated herein by reference.

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

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

DONE AND ORDAINED this ____ day of _____, 2024, by the City Commission of the City of Wildwood, Florida.

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

Ed Wolf, Mayor

ATTEST: _____
Jessica Barnes, City Clerk

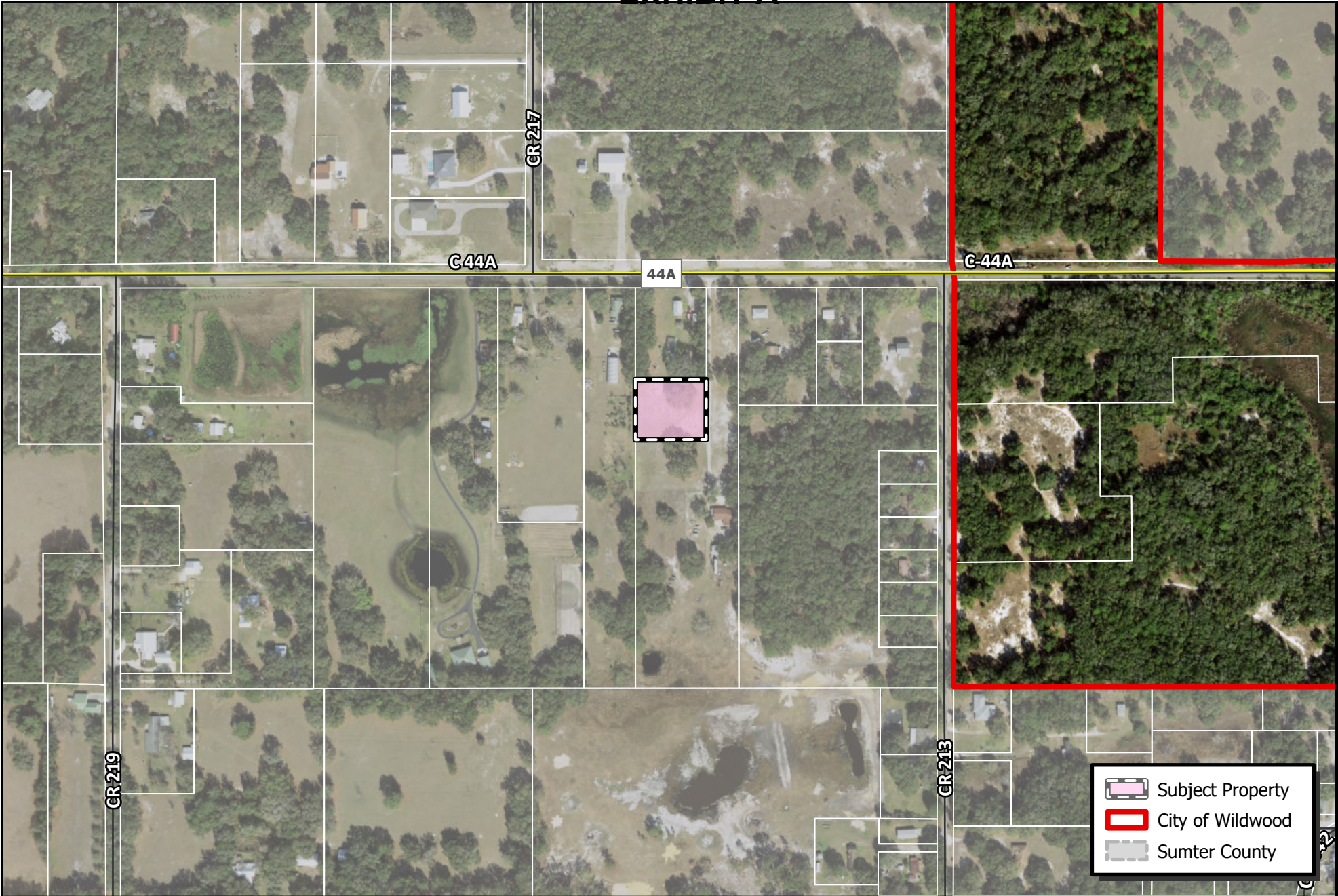
First Reading: _____

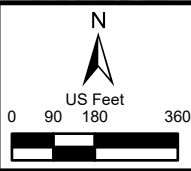
Second Reading: _____

Approved as to form:

City Attorney

EXHIBIT A



 WILDWOOD FLORIDA	CITY OF WILDWOOD 100 North Main Street Wildwood, FL 34785 Phone: (352) 330-1330 www.wildwood-fl.gov	 N US Feet 0 90 180 360	AN 2403-001 FREEMAN-ALLEN ANNEXATION PARCEL F01-116	MAP 1B
				LOCATION MAP
				MAR 2024

Statement of Exemption from Business Impact Estimate

Proposed ordinance's title/reference: O2024-25

A Business Impact Estimate will not be provided in accordance with section 166.041(4), Florida Statutes. Based upon the box(es) that are checked below, the City of Wildwood is of the view that a business impact estimate is not required by Section 166.041(4)(c) of the Florida Statutes for the proposed ordinance. This Statement of Exemption from Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: AN 2403-002 Sarah Empey Annexation

REQUESTED ACTION: Staff recommends approval

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

Applicant/owner Sarah E. Empey has submitted a voluntary annexation for parcel G16ED001. The property to be annexed totals approximately 0.125 acres of land and is located 5369 Lexington Circle, Wildwood, FL 34785.

Annexation into the city is appropriate because the property is located within the City's Joint Planning Area with Sumter County, which interlocal agreement allows for voluntary annexations within the planning area that would otherwise not be permissible under statute due to the creation of an "enclave." This application is historic in that this will be the first parcel located within the Heritage Wood and Lakes Estates Subdivision that will be annexed into the City as a result of the Joint Planning Area agreement. Other parcels have come into the City for Water and Sewer services, but have only signed the Covenant to Annex. The applicant purchased a vacant lot within this subdivision and is actively placing a manufactured home on the lot.

Upon completing the annexation process, the applicant will proceed with the small-scale comprehensive plan amendment and rezoning applications. The applicants have the option to proceed with MHP Zoning Designation, which would allow for the erection of a manufactured home at the home site. City water and sewer connections are currently available at the property, and the applicant has already secured a building permit with Sumter County Building Department and paid Water and Sewer Impact fees to the City of Wildwood.

DATED: 04/17/2024



Wendy Then, AICP, CFM
Assistant Director Development Services

ORDINANCE NO. O2024-26

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROVIDING FOR THE VOLUNTARY ANNEXATION OF CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 0.125 ACRES LOCATED AT 5369 LEXINGTON CIR, WILDWOOD, FL 34785, IN SECTION 16, TOWNSHIP 19 SOUTH, RANGE 23 EAST; WHICH IS CONTIGUOUS TO THE CITY OF WILDWOOD LIMITS AND LOCATED IN THE CITY'S JOINT PLANNING AREA; PROVIDING THAT SECTION 1-14 OF THE CITY OF WILDWOOD CODE OF ORDINANCES IS AMENDED TO INCLUDE THE ANNEXED PROPERTY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. Based upon the petition of the owner of the following described real property, which is located at 5369 Lexington Cir, Wildwood, FL 34785, to be annexed into the City, the property is hereby annexed into the City of Wildwood pursuant to Sections 171.044 and 171.204, Florida Statutes. The City Commission finds that the property is contiguous to the City of Wildwood limits and located within the City's Joint Planning Area with Sumter County; and meets all legal requirements for annexation. The annexed property lying in Sumter County, Florida, owned by Sarah E Empey., is more particularly described as follows:

Parcel G16ED001
Sarah E. Empey
0.125 +/-

LEGAL DESCRIPTION

LOT 1 BLK D HERITAGE WOOD N LAKES ESTATES PB 4 PG 61-61A, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

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

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

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

SECTION 5. Section 1-14 of the City of Wildwood Code of Ordinances is hereby amended to include the legal description of the annexed parcel pursuant to this Ordinance. The location map identifying the property to be annexed is attached hereto as "Exhibit A" and incorporated herein by reference.

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

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

DONE AND ORDAINED this _____ day of _____, 2024, by the City Commission of the City of Wildwood, Florida.

CITY COMMISSION

CITY OF WILDWOOD, FLORIDA

Ed Wolf, Mayor

ATTEST: _____
Jessica Barnes, City Clerk

First Reading: _____

Second Reading: _____

Approved as to form:

City Attorney

Statement of Exemption from Business Impact Estimate

Proposed ordinance's title/reference: O2024-26

A Business Impact Estimate will not be provided in accordance with section 166.041(4), Florida Statutes. Based upon the box(es) that are checked below, the City of Wildwood is of the view that a business impact estimate is not required by Section 166.041(4)(c) of the Florida Statutes for the proposed ordinance. This Statement of Exemption from Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Exalt Health Developer's Agreement

REQUESTED ACTION: Staff recommends approval of the developer's agreement.

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

The attached developer's agreement is between the City of Wildwood and Wildwood Rehab, LP, commonly known as Exalt Health. The Exhalt Health project is a 40-bed rehabilitation hospital with associated infrastructure.

The project will be served by City of Wildwood water and wastewater services and is expected to use 35.3 ERUs. Terms of payment of system development charges (SDCs) are outlined in the agreement. In addition to the infrastructure needs required to serve the project, the developer has agreed to extend sanitary sewer lines to serve the project as outlined in the attached developer's agreement. As the developer's cost to construct the improvements will exceed the amount of SDC fees that would be due, the developer will be entitled to SDC credits equal to the actual cost of construction of the improvements.

Terms of this agreement were developed and finalized in consultation with the utility department, city engineer, and city attorney.

Melanie Strickland, AICP, CPM
Development Services Director

Prepared by and return to:

Robert W. Batsel, Jr., Esq.
Gooding & Batsel, PLLC
1531 SE 36th Avenue
Ocala, FL 34471

Parcel ID: G08-021

**DEVELOPER’S AGREEMENT
BETWEEN THE CITY OF WILDWOOD
AND
WILDWOOD REHAB, LP**

(Exalt Health 40-Bed Rehabilitation Hospital Wildwood)

This Developer’s Agreement (“Agreement”), effective this ____ day of _____, 2024 (“Effective Date”), made and entered into by and between the City of Wildwood, Florida, a Florida municipal corporation (hereinafter called "City"), and Wildwood Rehab, LP, a Florida limited partnership, together with its successors and assigns in interest and/or title to the Property described herein (hereinafter called “Developer”).

RECITALS

WHEREAS, Developer’s Agreements strengthen the public planning process, encourage sound capital improvements planning, and assist in assuring that there are adequate capital facilities for development;

WHEREAS, City is a regional water, wastewater, reuse water and municipal services provider;

WHEREAS, Developer owns in fee simple certain real property in Sumter County, Florida, more particularly described on the attached Exhibit “A” (the “Property”);

WHEREAS, Developer’s proposed development locally known as the Exalt Health 40-Bed Rehabilitation Hospital Wildwood requires access to water, wastewater, and other municipal services;

WHEREAS, Developer desires to procure services, including, but not limited to, water, wastewater, and other municipal services, from the City for the Property, and City desires to provide water, wastewater, and other municipal services to the Property;

WHEREAS, on or about August 28, 2023, Developer filed an Application for Concurrency Reservation with the City (“Application”), requesting to reserve the 10,350 gallons

per day of potable water capacity and 8,616 gallons per day of sanitary sewer capacity, otherwise stated as 35.3 ERUs (as defined below) within the City's facilities ("Project Capacity Requirement");

WHEREAS, the City determined that its utility system has insufficient sanitary sewer capacity to serve the Project and will require construction of a sanitary sewer line extension in order to expand capacity as set forth herein;

WHEREAS, the Parties desire for Developer to design and construct the aforementioned sanitary sewer line extension and to receive credits toward SDC Fees for ERUs in an amount equal to Developer's actual costs expended on such design and construction, as set forth herein;

WHEREAS, the Parties desire to enter into this Agreement confirming their agreement regarding the furnishing of municipal services, including but not limited to water, wastewater, and other municipal services for the Property;

WHEREAS, this Agreement and all stipulations and covenants made herein are acknowledged to be subject to the approval of every County, Regional, State and Federal regulatory agency having jurisdiction of the subject matter of this Agreement;

WHEREAS, The City Commission has approved this Agreement and has authorized the City Manager to execute this Agreement by motion passed at a regular City Commission meeting on _____, 2024;

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

1. **Incorporation of Recitals and Exhibits.** The parties confirm and agree that the above Recitals are true and correct, and incorporate their terms and provisions herein for all purposes. The contents, terms and provisions of all Exhibits which are attached to this Agreement and referenced herein are, by this reference, incorporated into this Agreement for all purposes.
2. **Definitions.** For the purposes of this Agreement, in addition to those terms which are specifically defined elsewhere in this Agreement the following terms shall have the following definitions:
 - A. **"Agreement"** – This Developer's Agreement, as the same may be subsequently amended, modified or supplemented pursuant to its terms and provisions.
 - B. **"Connection Fee"** – Those charges of the City for a customer's proportionate share of the capital costs of the water and wastewater utility plant capacities allocated to a new or modified customer connection, as defined in City Ordinances and Resolutions.
 - C. **"County"** – Sumter County, Florida, a political subdivision of the State of Florida.

- D. ***“Developer”*** – Wildwood Rehab, LP, and its successors, and assigns in interest, and/or title, including any Homeowners/Property Owners Association to be created by Developer to which all common improvements described in this Agreement, will be conveyed and under whom all future maintenance responsibilities will fall.
- E. ***“Equivalent Residential Unit”*** – As defined by City Ordinance, also referred to in this Agreement as “ERU.” The term “Equivalent Residential Connection,” also referred to as “ERC,” is synonymous with “ERU.”
- F. ***“Parties”*** – Refers to either Developer or City, or (as applicable) to both Developer and City.
- G. ***“Property”*** – The real property described on attached Exhibit “A.”
- H. ***“Significant Progress”*** – The Developer will have achieved substantial progress under the terms of this Agreement when storm water basins, roadway bases, curbs and underground utilities have been completed or are under construction pursuant to a valid Permit (or Permits) issued by City for such work.
- I. ***“System Development Charge”*** – Those charges by City for a customer’s proportionate share of the capital costs of the water and wastewater utility main lines and connection lines, as well as the hydraulic share of the facilities required to service that customer, as defined by City Ordinances and Resolutions, and is also referred to herein as an “SDC” or “SDC Fee.”
- J. ***“Transmission Fee”*** – The portion of the SDC that represents the customer’s proportionate share of the capital costs of the water and wastewater utility main lines and connection lines.
- K. ***“Treatment Fee”*** – The portion of the SDC that represents the customer’s hydraulic share of the facilities required to service that customer.
- L. ***“Water Management District” or “SWFWMD”*** – The Southwest Florida Water Management District, an agency of the State of Florida.

3. **Developer’s Obligations.**

A. **System Development Charges and Capacity.**

1. **SDC Fees.**

- a) The System Development Charge (SDC), when paid, refunds the City for the capital cost of the water and wastewater utility lines and purchases capacity in the water and wastewater infrastructure. SDC Fees are based on the equivalent residential volumes, which are 300 gallons per day for water consumption and 250 gallons per day for wastewater treatment.

- b) The water SDC Fee and its components shall be calculated using City Ordinances and Resolutions in effect at the time Developer pays the applicable SDC Fee. The calculations for the water SDC Fee components are shown on attached Exhibit “B.”
- c) The wastewater SDC Fee shall be calculated using City Ordinances and Resolutions in effect at the time Developer pays the applicable SDC Fee. The calculations for the wastewater SDC Fee components are shown on attached Exhibit “B.”
- d) Developer acknowledges and agrees that SDC Fees paid are non-refundable. However, the City acknowledges that should an unforeseen circumstance arise such that the City is unable to meet its obligation of service for any phase of development, or portion thereof, that the associated SDC fees will be refunded to the Developer.
- e) SDC Fees are calculated by the City based on the number of Equivalent Residential Units (ERU’s) approved for a reservation of capacity as indicated on attached Exhibit “B.” One (1) SDC Fee is due for each connection (ERU) reserved. Developer acknowledges that no water or wastewater capacity reservation is created, or implied, without City receiving payment of the applicable fees in accordance with the terms of this Agreement. Reservation of water and wastewater capacity is subject to capacity availability.
- f) Water and wastewater SDC Fees for the development shall be paid upon execution of this Agreement as outlined below in Section 3.A.2; the water and wastewater SDC Fees for each subsequent phase of development shall be paid upon the commencement of construction of the applicable phase as outlined below in Section 3.A.2.
- g) Developer understands that increases in capacity reserved, or any new purchase of capacity reservations, will result in additional SDC Fees being due from Developer to City.

2. **Payment Schedule.**

- a) The water and wastewater SDC Fees shall be calculated according to the rate schedule adopted by City and in effect at the time the Developer pays the applicable SDC Fee. The calculation of the SDC Fees for an Equivalent Residential Unit (ERU) based on the current rate schedule adopted by City is included in attached Exhibit “C.”
- b) Developer must proceed with due diligence toward the use of all connections.

- c) SDC Fees are not reserved by City on speculation, and such reservation may be rescinded by the City if Significant Progress on construction of the applicable phase of Developer's project on the Property is not made within twenty-four (24) months of the date the initial SDC Fee (or portion thereof) was paid by the Developer. The time for Significant Progress may be extended by an agreement in writing signed by the parties.
 - d) The following actions must be completed by Developer prior to the reservation of water or wastewater ERU's:
 - 3.A.2.d.1. Developer must complete and file the City's Concurrency Determination and Concurrency Reservation applications.
 - 3.A.2.d.2. This Developer's Agreement, and all attachments, must be fully executed by Developer and City.
 - e) 50% of the SDC Fee for the Project shall be paid upon execution of this Agreement. The remaining 50% of the SDC Fee as it relates to each individual use shall be paid on issuance of each Construction Permit.
 - f) Capacity is reserved for a particular location and assumes that City will be prepared to serve that capacity according to the agreed-upon availability schedule at that location and no other.
 - g) The City shall have the right, but not the obligation, to repurchase unused SDC fees by the Developer at the prevailing rate within seven (7) years of the effective date of this Agreement.
3. Until Developer provides City with payment for SDC Fees required by Developer for the applicable phase of development, as provided in Exhibit "D," and completes all other requirements of this Agreement, no permanent water or wastewater service will be provided to the Property. Construction water will be available to the Developer upon payment of the first 50% of the SDC Fee for the applicable portion of development.
 4. City reserves the right to determine the number of ERU's it will allow Developer to purchase. The City has determined at the time of execution of this Agreement that the Developer may purchase 35.3 water ERU's and 35.3 wastewater ERU's. These will be available at the times listed on Exhibit "D."
 5. Developer may not transfer any reserved water or wastewater capacity without written permission from the City. Any such transfer, unless approved by City, will void the capacity reservation and the ERU's will revert back to the City. The Developer will forfeit any right to any repayment of the fees paid. The City shall not unreasonably withhold permission for a transfer of capacity to another property or another project. As Developer develops the Property and sells portions thereof,

such sales and transfers to facilitate such sales shall not be deemed a transfer prohibited by this Section. Use of water or transfer of capacity shall not deem the Developer as a provider or purveyor of water.

6. The purchase of ERU's does not act to set the price for future purchases, but only as to purchases specifically set forth in this Agreement. Any future purchases not contemplated by this Agreement will be at the price set by City at time of payment.
7. The City shall have the right, but not the obligation, to repurchase unused SDC fees by the Developer at the prevailing rate within seven (7) years of the effective date of this Agreement.

4. Off-Site Improvements – Pioneer Agreement.

A. The Developer shall design, permit, and construct OFF-SITE IMPROVEMENTS (hereinafter referred to as the "Improvements"):

1. **Adjacent Sanitary Sewer Line Extension.** Prior to issuance of a Certificate of Occupancy for the Project, Developer shall, at its sole cost and expense, design, permit and construct, to City standards, a 6" diameter sanitary sewer line from the Project to nearest manhole west of the Project within the CR 44A right of way (the "Adjacent Sewer Line"). Upon completion, the Adjacent Sewer Line will be transferred to and owned and operated by the City.
2. **Westerly Sanitary Sewer Line Extension.** Prior to issuance of a Certificate of Occupancy for the Project, Developer shall, at its sole cost and expense, design, permit and construct, to City standards, an 8" diameter sanitary sewer line from existing City sanitary sewer facilities located within the northern portion of CR 44A right of way at its intersection with Old Wire Road, west to the intersection of CR 44A and Roy Street, then west / southwest within Roy Street right of way to the City's existing sanitary sewer facilities at the intersection of Roy Street and the eastern boundary of US Highway 301 ("Westerly Sewer Line"). Upon completion, the Westerly Sewer Line will be transferred to and owned and operated by the City.

B. The City and the Developer have agreed that the Developer is entitled to receive a credit to be applied against the City SDC Fees for wastewater equal to the cost associated with construction of the Improvements. The parties acknowledge that the current estimated cost for the construction is as follows:

Total	\$495,540.86
--------------	---------------------

C. The Developer's cost to construct the Improvements will exceed the amount of wastewater SDC Fees paid to the City. The Developer shall be entitled to wastewater SDC credits equal to the actual cost of construction of the Improvements. The City will issue SDC Fee credits to the Developer based on the following schedule:

1. The current SDC Fee rate for one (1) ERU of wastewater is \$3,298.00. The estimated cost of the Improvements listed above in Section 4.A is \$495,540.86, providing for 150.26 ERUs.
2. The City will issue credits for wastewater SDC Fees for the Property, in the amount of 150.26 ERUs.
3. The Developer needs an estimated 35.3 wastewater ERUs; the additional 114.96 wastewater ERUs will be known as Pioneer Credits. The City agrees to reimburse the Developer for Pioneer Credits from SDC Fees collected from utility customers for wastewater located along the routes of the Improvements that connect to and are directly benefited by the construction of the Improvements. The City's obligation to reimburse the Pioneer Credits shall terminate ten (10) years from the date of execution of this Agreement.
4. Any additional ERUs above the 150.26 wastewater ERUs will require payment of the wastewater SDC Fees in effect at the time of acquisition.
5. Water SDC Fees are not subject to the reimbursement.
6. The City's obligation to reimburse the Developer, or any authorized successors or assigns, for any non-reimbursed funds shall terminate ten (10) years after the date of this Agreement.

5. Developer's Responsibility.

- A. The Developer shall design, permit, and construct the Improvements:
 1. Adjacent Sanitary Sewer Line Extension; and
 2. Westerly Sanitary Sewer Line Extension.
- B. After completion of construction of the wastewater systems and upon acceptance by the City, approval of as-builts, and receipt of all regulatory clearances, the Developer or property owner shall be responsible for the water service lines from the Developer's side of the water meter and for the wastewater service laterals from the right-of-way to the structure.
- C. Developer is responsible for ownership and maintenance of any and all stormwater management areas, buffers, and other common areas within the Property.

6. City's Responsibility.

- A. The City agrees that upon completion of the off-site Improvements, inspection and approval by City utilities and upon clearance by the Florida Department of Environmental Protection (FDEP), it will accept the off-site Improvements.

The Developer will provide a written bill of sale together with accepted as-built plans, along with such other and further documentation that may reasonably be required to effectuate such transfer, including, but not limited to, a deed, if applicable.

The City shall be responsible for the wastewater service lines from the City's side of the line for the wastewater service as set forth in the City's code or regulations.

- B. After completion of construction of the water and wastewater systems and upon acceptance by the City, approval of as-builts, and receipt of all regulatory clearances, the City shall be responsible for ownership and maintenance of the water and wastewater systems within the right-of-way, including service lines, lift stations, and pump stations.
- C. The City shall be responsible for costs associated with the recording of this document in the Sumter County Public Records.

7. City's Option to Construct Wastewater Lines

- A. Notwithstanding anything in this Agreement, in the event the Developer fails to complete construction of the Improvements within eighteen (18) months of the Effective Date, then the City shall have the right, but not the obligation, to design, permit and construct, at its own cost the Improvements. Should the City choose to do so, the City would have no obligation to provide credits to the Developer in accordance with this Agreement. Furthermore, the Developer would have no further obligations with respect to the design, permitting, or construction of said sewer line.
- B. Should the City construct the wastewater lines, any other obligation of the Developer under this Agreement or under the City's Code of Ordinances or Land Development Regulations would not be waived.

8. Miscellaneous Terms.

- A. City's Land Development Regulations require Florida Friendly landscaping, energy efficient construction, energy efficient appliances, and underground utilities. These Land Development Regulations will apply to Development of the Property.
- B. Fire flow volumes and pressures are limited by City's potable water extension service infrastructure. The fire flow volumes and pressure flow which will be provided by City are appropriate for single family homes. City shall not reduce its fire flow volumes and pressures after Developer has commenced development of the Property.
- C. Developer and individual property owners of portions of the Property must comply with the City of Wildwood Design Standards and any other applicable Ordinances or Land Development Regulations, the Planned Development Agreement, or as otherwise modified by variance.

- D.** Specific utility easements containing main pipe utilities to be provided by Developer to City will be a minimum of twenty feet (20') wide. Utility easements to be provided by Developer to City for secondary pipe utilities and wire utilities will be ten feet (10') wide along front lot lines, seven and a half feet (7.5') wide along rear lot lines, and five feet (5') wide along side lot lines. All utility easements will be reflected and noted on the approved site plans and plats or deed restrictions as submitted by the Developer. No permanent structures shall be erected within the utility easements. If the Developer needs to relocate any existing utility main lines within the existing easement for any reason, the design and realignment must be approved by the City, and Developer must provide any additional easement required, which must be executed and recorded. All costs of the relocated utility lines will be the responsibility of the Developer including, but not limited to, design, review, permitting, materials, labor and equipment. A complete set of as-built drawings for the relocated utility mains must be provided to the City prior to the issuance of the final Certificate of Occupancy.

9. General Provisions.

- A. Notices.** With respect to any Notices required to be given under the terms of this Agreement, such Notices shall be deemed given and effective:
- 1.** Three (3) calendar days after the date they are deposited in the United States Mail, postage prepaid, return receipt requested, addressed to the Parties at the following respective addresses or such other address as provided by a Party pursuant to this Section; or
 - 2.** The date of actual delivery by hand or by a recognized national overnight delivery service such as Federal Express, UPS, or Express Mail, addressed to the parties at the following respective addresses or such other address as provided by a party pursuant to this Section:

AS TO THE CITY:

City of Wildwood
Attn: Melanie Strickland
Development Services Director
100 N. Main Street
Wildwood, FL 34785

With Copy To:

Ashley S. Hunt, Esq.
Hunt Law Firm, P.A.
109 E. Main Street
Leesburg, FL 34748

With Copy To:

City of Wildwood
Attn: Jason Martin
Utilities Director
100 N. Main Street
Wildwood, FL 34785

AS TO DEVELOPER: Wildwood Rehab, LP
50 Kennedy Plaza, 12th Floor
Providence, RI 02903
Attn: Erik De Vries, Manager

Any party may modify the address for notices set forth above by providing notice of the change of address to all parties to this Agreement, which notice is to be provided in accordance with the requirements of this Section.

- B. Negation of Partnership.** None of the terms or provisions of this Agreement shall be deemed to create a partnership by or among Developer or City in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprises. Each Party shall be considered a separate Party, no Party shall have the right to act as an agent for another Party and no Party shall the right to act as an agent for another Party unless expressly authorized to do so in this Agreement.
- C. Not a Public Dedication.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Property to the general public, or for any public use or purpose whatsoever. Any portion of the Property which may under the terms of this Agreement later may be designated for public use or purposes shall be conveyed by Developer to City, as applicable. Except as herein specifically provided no right, privileges of immunities of any Party hereto shall inure to the benefit of any third party, nor shall any third party be deemed to be a beneficiary of any of the provisions contained in this Agreement.
- D. Default Provisions.**
1. The terms of this Agreement shall not entitle any Party to cancel, rescind, or otherwise terminate this Agreement. However, such limitations shall not affect in any manner any other rights or remedies which a Party may have hereunder or under applicable law by reason of any such breach.
 2. All easements, rights and covenants contained herein shall be enforceable by suit for specific performance and mandatory injunctive relief, in addition to any other remedy provided by law or equity.
 3. No Party shall be entitled to pursue any action for specific performance, injunctive relief, or any other available remedy arising out of a default under this Agreement until the non-defaulting Party has provided to the Party alleged to be in default a written Default Notice (with, if applicable, a copy to any other Party to this Agreement) specifying the specific nature of the default, and the alleged

defaulting Party has failed to cure the default within thirty (30) days of the effective date of the Default Notice. In the event the cure of a default reasonably requires greater than the thirty (30) day time period specified, the grace period granted herein shall, if the defaulting Party has initiated cure of the default within the thirty (30) day time period and is continuing to pursue completion of the cure with due diligence, extend the reasonable time period required for the cure of the default.

4. In the event of a material default by Developer with respect to its obligations to City under this Agreement, and failure of Developer to cure the default within the grace period set forth above, in addition to any other remedies available to them under the terms of this Agreement City shall be entitled to withhold issuance of additional development permits or authorizations until the default has been cured. If Developer has, prior to the occurrence of the default, conveyed some or all of the Property to unrelated third parties (such parcel or parcels then becoming a "Third Party Parcel") and the default of Owner is not with respect to, or impact City obligations regarding, a Third Party Parcel, the right of City to withhold Permits upon a default by Owner shall not extend to City Permits pending or to be issued with respect to a successor owner of such Third Party Parcel.

E. Estoppel Statements.

1. Each Party agrees that upon written request from time to time of any other Party it will timely issue at no charge to a current or prospective lender to such Party, or to a current or prospective purchaser or successor party to such other Party, or to another governmental entity requesting or requiring the same, an Estoppel Statement stating:
 - a) Whether the Party to whom the request has been directed knows of any default by any Party under this Agreement, and if there are known defaults, specifying the nature thereof.
 - b) Whether this Agreement has been assigned, modified or amended in any way by such Party (and if it has, stating the nature thereof).
 - c) That to the best of the requested Party's knowledge this Agreement, as of the Estoppel Statement date, is in full force and effect.
 - d) That (if known by the requested Party, if not known by the requested Party that Party shall reply only with respect to any monies owed to it)

to the best of the requested Party's knowledge there are not any monies currently owed by any Party to another Party under the terms of this Agreement, or if there are monies owed, the amount and details of all monies owed.

- e) That, as to the Project or as to a specific parcel therein (as applicable, based upon the request) there are no stoppages specifically directed to the Property which would affect the right to procure Development Orders, Building Permits, or Certificate of Occupancy or other development approvals in effect as of the date of the Estoppel Statement.

- 2. Such written statement shall act as a waiver of any claim by the Party furnishing it to the extent such claim is based on facts contrary to those asserted against a bona fide mortgagee or purchaser for value without knowledge of facts to the contrary of those contained in the Estoppel Certificate who has acted in reasonable reliance upon the statement; however, such statement shall in no event suggest the Party furnishing it to any liability whatsoever, notwithstanding the negligent or other inadvertent failure of such Party to disclose correct and/or relevant information.

- F. **Litigation.** In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred with respect to such litigation, including reasonable attorneys' fees, and including reimbursement for such reasonable attorneys' fees and costs incurred with respect to any bankruptcy, appellate or post-judgment proceeding related thereto.
- G. **Binding Effect.** The parties to this Agreement represent to each other that each party fully understands the facts surrounding this Agreement and each is signing this Agreement fully and voluntarily, intending to be bound by it. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective successors, spouses, heirs, executors, administrators and assigns. There are no representations or warranties other than those set forth herein.
- H. **Headings.** The headings contained within this Agreement are for identification purposes only, and shall not be construed to amend, modify, or alter the terms of the Agreement.
- I. **Severability.** Except as otherwise set forth herein, in the event any provision or section of this Agreement is determined to be invalid or unenforceable, such determination shall not affect the enforceability or the validity of the remaining provisions of this Agreement.

J. Survival of Representations and Warranties. All representations and warranties contained herein are made in writing by the parties in connection herewith shall survive the execution and delivery of this Agreement.

K. Successors and Assigns.

1. All covenants and agreements in this Agreement made by or on behalf of any Parties hereto shall bind and inure to the benefit of the respective successors and assigns of the Parties hereto, whether so expressed or not.

2. Upon a sale or other transfer of a Parcel or a portion thereof, the terms and provisions of this Agreement, as applicable, shall remain in full force and effect as to the Parcel or a portion of the Parcel.

L. Applicable Law. This Agreement is being delivered in the State of Florida and shall be construed and enforced in accordance with the laws of the State of Florida. The venue for any legal proceeding arising out of this Agreement shall be Sumter County, Florida.

M. Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

N. Amendment of Agreement. This Agreement cannot be changed, modified or released orally, but only by an agreement in writing signed by the parties against whom enforcement of said change, modification or discharge is sought.

O. Gender. As used in this Agreement, the masculine shall include the feminine and neuter, the singular shall include the plural, and the plural shall include the singular as the context may require.

P. Effective Date. This Agreement shall become effective upon completion of its execution by all Parties, and the recordation of the Agreement in the Public Records of Sumter County, Florida.

Q. Recordation. This Agreement shall be recorded in the Public Records of Sumter County, Florida.

.....

IN WITNESS WHEREOF the Parties have executed this Developer’s Agreement on the day and year set forth below their respective signatures.

**DEVELOPER’S AGREEMENT
BETWEEN CITY OF WILDWOOD AND WILDWOOD REHAB, LP**

**CITY OF WILDWOOD, FLORIDA, a
Florida Municipal Corporation**

By: _____

Title: _____

Date: _____, 2024

APPROVED AS TO FORM AND LEGALITY: **ATTEST:**

CITY ATTORNEY

Jessica Barnes, City Clerk

APPROVED BY THE WILDWOOD CITY COMMISSION ON _____, 2024.

DEVELOPER'S AGREEMENT
BETWEEN CITY OF WILDWOOD AND WILDWOOD REHAB, LP

WILDWOOD REHAB, LP, a Florida
limited partnership

By: Wildwood Rehab GP, LLC,

By: Astrea Development, LLC,
a Texas limited liability company,
Its Manager

By: Erik de Vries
Erik de Vries, as Manager

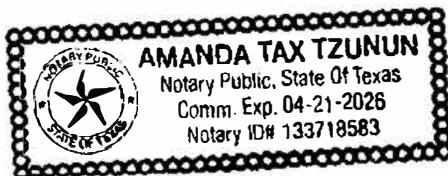
By: _____

Date: April 17, 2024

STATE OF TEXAS
COUNTY OF Dallas

The foregoing DEVELOPER'S AGREEMENT was sworn to and subscribed before me by means _____, as _____ of [X] physical presence or [] online notarization, this 17 day of April, 2024, by Erik de Vries, as Manager of Astrea Development, LLC, a Texas limited liability company, the Manager of Wildwood Rehab GP, LLC, a Florida limited liability company, the General Partner of Wildwood Rehab, LP, a Florida limited partnership. He/She (check one) [] who is personally known by me, or [] has proved to me on basis of satisfactory evidence to be the person who executed this instrument.

Dated: this 17 day of April, 2024.



Print Name: Amanda Tax Tzunun
Notary Public, State of Texas
Commission number: 133718583
Commission expires: 04-21-2024

SCHEDULE OF EXHIBITS

EXHIBIT	REFERENCE	DESCRIPTION
A	Recital C	Legal – Property
B	3.A.1	Calculation – Water and Wastewater SDC Fees
C	3.A.2	Calculation – Due Schedule
D	3.A.4	Utility Connection Availability Schedule

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

THE WEST ½ OF THE NORTH ½ OF THE N.E. ¼ OF THE S.E. ¼ OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING NORTH OF STATE ROAD NO. 44-A (WIDTH VARIES); LESS AND EXCEPT THE FOLLOWING DESCRIBED LANDS:

BEGIN AT THE NORTHEAST CORNER OF THE WEST ½ OF THE NORTH ½ OF THE N.E. ¼ OF THE S.E. ¼ OF SAID SECTION 8; THENCE S00°04'10"W ALONG THE EAST BOUNDARY THEREOF, 664.04 FEET TO THE SOUTHEAST CORNER OF THE WEST ½ OF SAID NORTH ½; THENCE WEST ALONG THE SOUTH BOUNDARY OF THE WEST ½ OF SAID NORTH ½, A DISTANCE OF 101.84 FEET TO THE INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE AFOREMENTIONED STATE ROAD NO. 44-A; THENCE DEPARTING SAID SOUTH BOUNDARY, PROCEED N65°34'20"W ALONG SAID RIGHT-OF-WAY LINE, 183.23 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, PROCEED N21°36'01"E, 133.89 FEET; THENCE N07°55'49"E, 468.87 FEET TO A POINT ON THE NORTH BOUNDARY OF THE WEST ½ OF SAID NORTH ½; THENCE S89°46'30"E ALONG SAID NORTH BOUNDARY, 155.50 FEET TO THE POINT OF BEGINNING.

Exhibit "B"
DEVELOPER UTILITY CONCURRENCY
SYSTEM DEVELOPMENT CHARGES DUE

PROJECT NAME: EXALT HEALTH WILDWOOD

1) **WATER:**

- a) One (1) water SDC due for every water connection ERU reserved
 - b) Number of water ERU's reserved = 35.3
 - c) Number of water SDC's due = 35.3
 - d) Charge per water SDC for this project = \$ 1,888.00
 - e) TOTAL water SDC charges due
 $\$1,888.00 \times 35.3 =$ \$ 66,646.40
-

2) **WASTEWATER:**

- a) One (1) wastewater SDC due for every wastewater connection ERU reserved
 - b) Number of wastewater ERU's reserved = 35.3
 - c) Number of wastewater SDC's due = 35.3
 - d) Charge per wastewater SDC for this project = \$ 3,298.00
 - e) TOTAL water SDC charges due
 $\$ 3,298.00 \times 35.3 =$ \$ 116,419.40
-

3) **TOTAL SDC DUE (WATER AND WASTEWATER):**

$\$ 66,646.40 + \$ 0.00 =$ **\$ 66,646.40**

Development Authority: _____	_____	_____
Printed Name	Signature	Date
Agreement to Provide: _____		
Jason McHugh (City Manager)	Signature	Date
This commitment expires after _____ days without the execution of a Developer's Agreement		

Exhibit "C"
DEVELOPER UTILITY CONCURRENCY
SYSTEM DEVELOPMENT CHARGE FEES:

PROJECT NAME: EXALT HEALTH WILDWOOD

WATER SDC FEE:

Check

One

a) Inside City, or, Pre-Annexation \$ 1,888.00

☐

or b) Outside City, NO Pre-Annexation

☐

One (1) water ERU = 300 gallons per day

Number of water connections (ERU's) requested = 35.3

TOTAL water SDC fee = \$1,888.00 x 35.3 = **\$ 66,646.40**

DUE SCHEDULE:

First 50% \$ 33,323.20

Second 50% \$ 33,323.20

TOTAL \$ 66,646.40

WASTEWATER SDC FEE:

Check

One

a) Inside City, or, Pre-Annexation \$ 3,298.00

☐

or b) Outside City, NO Pre-Annexation

☐

One (1) wastewater ERU = 250 gallons per day

Number of wastewater connections (ERU's) requested = 35.3

TOTAL wastewater SDC fee = \$ 3,298.00 x 35.3 = **\$ 116,419.40**

DUE SCHEDULE:

First 50% \$ 0.00

Second 50% \$ 0.00

TOTAL \$ 0.00

Development Authority: _____
Printed Name Signature Date

Agreement to Provide: _____
Jason McHugh (City Manager) Signature Date

This commitment expires after _____ days without the execution of a Developer's Agreement

City of Wildwood

100 N. Main Street
Wildwood, FL 34785 – 352-330-1330

Exhibit D

DEVELOPER UTILITY CONCURRENCY **REQUESTED UTILITY CONNECTION AVAILABILITY SCHEDULE**

PROJECT NAME: EXALT HEALTH WILDWOOD

YEAR 2024	1st Qtr. ERU's Needed	2nd Qtr. ERU's Needed	3rd Qtr. ERU's Needed	4th Qtr. ERU's Needed
WATER	_____	_____	_____	_____
WASTEWATER	_____	_____	_____	_____
REUSE				
YEAR 2025	1st Qtr. ERU's Needed	2nd Qtr. ERU's Needed	3rd Qtr. ERU's Needed	4th Qtr. ERU's Needed
WATER	_____	<u>35.3</u>	_____	_____
WASTEWATER	_____	<u>35.3</u>	_____	_____
REUSE				
YEAR 2026	1st Qtr. ERU's Needed	2nd Qtr. ERU's Needed	3rd Qtr. ERU's Needed	4th Qtr. ERU's Needed
WATER	_____	_____	_____	_____
WASTEWATER	_____	_____	_____	_____
REUSE				

YEAR 2027	1 st Qtr. ERU's Needed	2 nd Qtr. ERU's Needed	3 rd Qtr. ERU's Needed	4 th Qtr. ERU's Needed
WATER	_____	_____	_____	_____
WASTEWATER	_____	_____	_____	_____
REUSE				

YEAR 2028	1 st Qtr. ERU's Needed	2 nd Qtr. ERU's Needed	3 rd Qtr. ERU's Needed	4 th Qtr. ERU's Needed
WATER	_____	_____	_____	_____
WASTEWATER	_____	_____	_____	_____
REUSE				

Development Authority:

Printed Name

Signature

Date

Authorized City Representative:

Printed Name

Signature

Date

This commitment expires after ____ days without the execution of a Developer's Agreement

ALL SEPARATE COMMERCIAL UNITS REQUIRE A MINIMUM OF ONE (1) FULL ERU

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: Purchase of Replacement Gearbox Assembly for 50' Walker Clarifier in the Amount of \$28,500.00

REQUESTED ACTION: Staff Recommends Approval

CONTRACT: Vendor/Entity: Walker Process
Effective Date: 4/11/2024 Termination Date:
Managing Division/Department: Utility Department / Wastewater Division

BUDGET IMPACT: Funds are available in account 401-535-30-4600 - Repair and Maintenance

HISTORY/FACTS/ISSUES:

One of the 50' Walker clarifier gearboxes at the Wastewater Treatment Facility had a catastrophic failure and needed to be replaced. Utility Department staff made the immediate repairs to the equipment by installing our spare gearbox. This request is to replace the spare gearbox to be prepared for future failures. Staff recommends approval to purchase the replacement gearbox assembly from Walker Process for the amount of \$28,500.00. Attached is the quote and sole source letter from Walker Process Equipment for the replacement.

04-02-2024

QUOTE

25787

CONTRACT#: M70410A

WALKER PROCESS

A DIVISION OF MCNISH CORPORATION

840 N RUSSELL AVE

AURORA, ILLINOIS 60506

PHONE: (630) 892-7921

FAX: (630) 892-7951

Brian Freeman

(630) 264-5244

bfreeman@walker-process.com

CUSTOMER: WILDWOOD FL

1290 INDUSTRIAL DRIVE

WILDWOOD, FL 34785

CONTACT: SCOTT GEOGHEGAN

PHONE: 352-459-4669

FAX:

JOB NAME: WILDWOOD FL WWTP

WILDWOOD, FL

QTY	DESCRIPTION	UNIT PRICE	AMOUNT	SHIPMENT
1	WALKER H6T WORM TOWER ASSEMBLY. INCLUDES: REDUCER/MOTOR, CHAIN GUARD, WALKER TORQUE INDICATOR. FINISH PAINTED (GRAY) THIS ASSEMBLY WOULD SHIP READY TO INSTALL.	28,500.00	28,500.00	8 WEEKS

Net 30 Days after Shipment

\$28,500.00

Note:

Prices are firm for thirty (30) days from this quotation. All prices quoted are based on buyers acceptance to the companies standard terms of sales, and/or additional terms on this quotation. Printed copies can be mailed upon written request. The prices quoted are subject to adjustment to reflect changes in the cost of material (A) and other items (B) to Walker Process Division of McNish Corporation that occur between quotation time and time materials are purchased as measured by:

A. The appropriate material indices, such as North American Carbon Steel Price Index.

B. Price revisions for items not manufactured by Walker Process, Division of McNish Corporation

Taxes: Seller is registered to collect and pay sales and use tax for the purchase of materials. If Buyer purchases equipment, Buyer will provide a tax exemption certificate. If the Buyer is not tax exempt or does not provide a tax exempt certificate, Seller will add state sales and use tax at the applicable tax rate at the time equipment is invoiced.

SIGNED: _____ DATE: _____

Delivery Terms

F.O.B. Aurora, IL or point of shipment with freight prepaid and added to the invoice.

Payment Terms

Net 30 Days of Order

Minimum Order

\$50.00

NOTE: Walker Process Equipment accepts credit card payments for order not exceeding \$9,000.00.

Credit Card Orders are subject to a 3% credit card fee. Walker Process Equipment must be advised at the time of placing the order that payment will be made by a credit card.

When ordering parts, please refer to Contract Number: **M70410A** and Quote No. **25787**

BY: Brian Freeman - (630) 264-5244

REPAIR SALES

Page 1 of 1

Wayne Bonham North Clayton Drive
401-535-30-4600

MECHANICAL WARRANTY

Walker Process Equipment, a division of McNish Corporation ("Seller") warrants, to Buyer that all products and parts of its manufacture ("Goods") are free from defects in material and workmanship on the date of shipment. Seller's obligation under this Mechanical Warranty is to replace or repair, at no charge to Buyer and the original user of the Goods, any Goods which proves to Seller's satisfaction to have a defect in material or workmanship that interferes with the mechanical operation of the Goods under normal use and service within one (1) year from date of initial operation of the Goods or fifteen (15) months from date of shipment, whichever time period first occurs (the "Warranty Period").

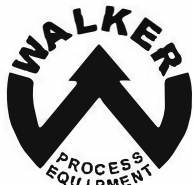
If, within the Warranty Period, Buyer gives Seller prompt written notice of any defects in the Goods, Seller shall then, as Buyer's sole remedy, repair or replace, any such Goods, which Seller determines, in its sole discretion, to have failed under normal use. Unless otherwise agreed to, in writing, by Seller, (i) all repairs or replacements shall be made F.O.B. Seller's manufacturing facility or other locations designated by Seller; and (ii) Buyer shall be solely responsible for the cost of any labor required in order to allow Seller to gain access to the Goods in order to allow Seller to assess the claimed defects; and (iii) Buyer shall be responsible for all costs of installation of all Goods replaced or repaired by Seller under this Warranty. If Seller determines that any claimed defect is not, in fact, covered by this Warranty, Buyer shall pay Seller its then customary charges for any repairs or replacements made by Seller. Any suit or action brought under this Warranty must be commenced not later than ninety (90) days after the expiration of the Warranty Period, notwithstanding any statute of limitations to the contrary. Buyer shall provide Seller with satisfactory evidence that all the Goods have been maintained in accordance with Seller's instructions as stated in the installation, operations and maintenance (IOM) manual provided by Seller to Buyer.

This Warranty does not apply to, and is rendered null and void by, any Goods which, after leaving Seller's manufacturing plant, are: (i) repaired or altered without Seller's prior written approval; or (ii) improperly stored, installed or operated, including any Goods operated beyond its rated capacity or without required safety devices and protective measures; or (iii) the subject of intentional or negligent misuse, misapplication, neglect, or accident; or (iv) installed contrary to Seller's instructions; or (v) the subject of start-up, inspections, or instructions in the operation or maintenance performed by any person who is not an authorized representative of Seller; or (vi) damaged from corrosion, erosion, or any other deterioration occurring after the Goods, or parts thereof, leave the point of manufacture; or (vii) not maintained in accordance with Seller's instructions as stated in the Installation, Operation and Maintenance (IOM) Manual provided by Seller to Buyer.

This Mechanical Warranty shall not apply to products or parts which are not manufactured by Seller. Buyer's sole remedy for defective products and parts not manufactured by Seller shall be solely as provided under the warranty, if any, of the original manufacturer of such products and parts. All warranty claims for defective products and parts not manufactured by Seller shall be submitted directly to the original manufacturer for coverage.

The obligations of Seller under this Warranty are subject to, and contingent upon, Buyer not being in breach of any of its payment obligations to Seller for the Goods.

This Warranty is provided by Seller, and accepted by Buyer, in lieu of all other warranties and remedies, express or implied. Seller disclaims the implied warranties of merchantability and fitness for a particular purpose, and any implied warranties arising from course of performance, course of dealing, or usage or trade. Seller shall not be liable under this Mechanical Warranty to Buyer or any other party for direct, special, consequential, indirect or incidental damages of any kind, including, but not limited to, loss of profits. Seller's sole obligation and Buyer's exclusive remedy for warranty claims relating to any Goods is as stated in this Mechanical Warranty.



Division McNish Corporation

**Dedicated to the
Water and Wastewater
Industry**

Walker Process Equipment

840 North Russell Avenue

Aurora, Illinois 60506-2853

Phone – (630) 892-7921

Sales/Admin. – Fax - (630) 892-7951

Engineering – Fax - (630) 844-9590

Purchasing – Fax - (630) 892-7998

August 3, 2021

City of Wildwood
1290 Industrial Drive
Wildwood, FL 34785

Attn: All Concerned

Re: Sole Source Material
Walker Process Contract M70410A

This letter will serve to advise you that the Walker Process Equipment supplied to the Wildwood MWWT, Wildwood, FL under Walker Process Equipment Contract M70410A, was engineered, designed and manufactured solely by Walker Process Equipment.

All drawings of our equipment are the sole property of Walker Process Equipment and releasing detailed information is against company policy. We are obligated to our customer to provide competitive quotations for replacement parts.

The services/parts for Walker Process Contract M70410A are only available from Walker Process Equipment, through our Repair Parts Department.

Walker Process Equipment
Division of McNish Corporation

Brian Freeman
Repair Sales
(630)-264-5244
bfreeman@walker-process.com

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: St. Clair Street Improvements Project Payment Application #1 in the Amount of \$199,846.04

REQUESTED ACTION: Staff recommends approval.

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT: Funding for the project has been allocated in account 301-541-60-6309 – St. Clair St. Improvements

HISTORY/FACTS/ISSUES:

The St. Clair Street Improvement project received approval from the Commission and was awarded to DB Civil Construction, LLC on December 13, 2023. DB Civil Construction has submitted Pay Application #1 for the completed site work for the period of March 1 to March 31, 2024. The requested Pay Application #1 is in the amount of \$199,846.04, and the project is 26.9% completed. The project's engineer of record, Kimley-Horn, has reviewed the pay request and recommends approval.

CONTRACTOR APPLICATION FOR PAYMENT

CONTRACTOR:

DB Civil Construction LLC
4475 US 1 South, Suite 502
St. Augustine, FL 32086
(386) 256-7460

PROJECT:

St Clair Street Improvements
Project Number: 142173391

APPLICATION NO:

01

Distribution to:

DBCC PROJECT NO:

2315

☒ OWNER

APPLICATION DATE:

04/01/24

☐ CONTRACTOR

PERIOD FROM:

03/01/24

☒ ENGINEER

PERIOD TO:

03/31/24

☐ OTHER**ENGINEER:**

Kimley-Horn and Associates, Inc.
1700 SE 17th Street, Suite 200
Ocala, Florida 34471

OWNER:

City of Wildwood, Florida
100 N. Main Street
Wildwood, FL 34785

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation and Stored Materials Sheets which are attached.

1. ORIGINAL CONTRACT SUM
2. NET CHANGE BY CHANGE ORDERS
3. CONTRACT SUM TO DATE (Line 1 + 2)
4. TOTAL COMPLETED & STORED TO DATE
5. RETAINAGE:
5 % of Completed Work & Stored Material
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
8. CURRENT PAYMENT DUE
9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6)

\$ 524,828.60
\$ 0.00
\$ 524,828.60
\$ 210,364.26
\$ 10,518.21
\$ 199,846.04
\$ 199,846.04
\$ 324,982.56

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER an account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 through 01 inclusive; and (2) title to all materials and equipment incorporated in said work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER).

Contractor Affidavit - all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

CONTRACTOR: DB CIVIL CONSTRUCTION LLC

By:



Date:

4/4/2024

ENGINEER'S APPROVAL FOR PAYMENT

By:

Date:

Kimley»Horn

- ☒ NO EXCEPTIONS TAKEN
- ☐ CORRECTIONS NOTED
- ☐ REJECTED
- ☐ VERIFY & MAKE CORRECTIONS
- ☐ RESUBMIT
- ☐ 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.

Reviewed By: MARIO PETROLA, P.E. Date: 4/11/24

Pay Application #		01		Project Name: St Clair Street Improvements		PERIOD ENDING		3/31/2024				
No.	PAY ITEMS	QTY	UNIT	UNIT PRICE	AMOUNT	PREVIOUS APPLICATION		THIS APPLICATION		TOTAL TO DATE		% COMP
						QTY COMPLETED	AMOUNT COMPLETED	QTY COMPLETED	AMOUNT COMPLETED	QTY COMPLETED	AMOUNT COMPLETED	
ROADWAY IMPROVEMENTS												
1	MOBILIZATION	1	LS	\$ 50,000.00	\$ 50,000.00		\$ -	0.50	\$ 25,000.00	0.50	\$ 25,000.00	50.0%
2	MAINTENANCE OF TRAFFIC	1	LS	\$ 22,000.00	\$ 22,000.00		\$ -	0.50	\$ 11,000.00	0.50	\$ 11,000.00	50.0%
3	AD-BUILT PLANS AND CONSTRUCTION LAYOUT SURVEY	1	LS	\$ 12,000.00	\$ 12,000.00		\$ -	0.25	\$ 3,000.00	0.25	\$ 3,000.00	25.0%
4	POLLUTION PREVENTION AND CONTROL	1	LS	\$ 3,000.00	\$ 3,000.00		\$ -		\$ -	-	\$ -	0.0%
5	UNSUITABLE MATERIAL REMOVAL	50	CY	\$ 22.00	\$ 1,100.00		\$ -		\$ -	-	\$ -	0.0%
6	SEDIMENT BARRIER	3.186	LF	\$ 1.50	\$ 4,779.00		\$ -	2,672.00	\$ 4,008.00	2,672.00	\$ 4,008.00	83.9%
7	CLEARING & GRUBBING	0.85	AC	\$ 46,000.00	\$ 39,100.00		\$ -	0.60	\$ 27,600.00	0.60	\$ 27,600.00	70.6%
8	OPTIONAL BASE, BASE GROUP 06	1.090	SY	\$ 32.00	\$ 34,880.00		\$ -		\$ -	-	\$ -	0.0%
9	MILLING EXISTING ASPHALT PAVEMENT (3" AVG DEPTH)	3,490.0	SY	\$ 9.00	\$ 31,410.00		\$ -		\$ -	-	\$ -	0.0%
10	SUPERPAVE ASPHALTIC CONCRETE (TRAFFIC C) (PG 76-22) (SP-9.5) (1")	200	TN	\$ 250.00	\$ 50,000.00		\$ -		\$ -	-	\$ -	0.0%
11	SUPERPAVE ASPHALTIC CONCRETE (TRAFFIC C) (PG 76-22) (SP-12.5) (2")	400	TN	\$ 200.00	\$ 80,000.00		\$ -		\$ -	-	\$ -	0.0%
12	THERMOPLASTIC (STANDARD) (WHITE) (SOLID) (24" FOR STOP BAR AND CROSSWALK)	10	LF	\$ 40.00	\$ 400.00		\$ -		\$ -	-	\$ -	0.0%
13	THERMOPLASTIC (STANDARD-OTHER SURFACES) (YELLOW) (SOLID) (6")	0.569	GM	\$ 8,400.00	\$ 4,779.60		\$ -		\$ -	-	\$ -	0.0%
UTILITIES POTABLE WATER												
14	12" PVC C-900 DR-18 REUSE MAIN (INCLUDES FITTINGS, RESTRAINTS, APPURTENANCES, ETC)	1,680	LF	\$ 92.00	\$ 154,560.00		\$ -	700.00	\$ 64,400.00	700.00	\$ 64,400.00	41.7%
15	8" PVC C-900 DR-18 REUSE MAIN (INCLUDES FITTINGS, RESTRAINTS, APPURTENANCES, ETC)	30	LF	\$ 130.00	\$ 3,900.00		\$ -		\$ -	-	\$ -	0.0%
16	6" PVC C-900 DR-18 FORCE MAIN (INCLUDES FITTINGS, RESTRAINTS, APPURTANCES, ETC)	73	LF	\$ 140.00	\$ 10,220.00		\$ -		\$ -	-	\$ -	0.0%
17	8" GATE VALVE	1	EA	\$ 2,800.00	\$ 2,800.00		\$ -		\$ -	-	\$ -	0.0%
18	12" GATE VALVE	2	EA	\$ 4,800.00	\$ 9,600.00		\$ -		\$ -	-	\$ -	0.0%
19	AIR RELEASE VALVE	1	EA	\$ 4,300.00	\$ 4,300.00		\$ -		\$ -	-	\$ -	0.0%
	PAYMENT AND PERFORMANCE BOND	1	EA	\$ 6,000.00	\$ 6,000.00		\$ -	1	\$ 6,000.00	1	\$ 6,000.00	100.0%
SUMMARY OF CONTRACT ITEMS					\$ 524,828.60		\$ -		\$ 141,008.00		\$ 141,008.00	
					\$ -		\$ -		\$ -		\$ -	#DIV/0!
					\$ -		\$ -		\$ -		\$ -	#DIV/0!
SUMMARY OF ALL CHANGE ORDERS					\$ -		\$ -		\$ -		\$ -	
REVISED CONTRACT TOTAL					\$ 524,828.60		\$ -		\$ 141,008.00		\$ 141,008.00	26.9%

01
St Clair Street Improvements
3/31

STORED MATERIALS

DESCRIPTION	AMOUNTS			
	ON HAND LAST PERIOD	RCV'D THIS PERIOD	INSTALLED THIS PERIOD	BALANCE THIS PERIOD
FERGUSON INV# 2083312	\$ -	\$ 78,795.00	\$ (32,445.00)	\$ 46,350.00
	\$ -	\$ -	\$ -	\$ -
FERGUSON INV# 2082369	\$ -	\$ 9,941.23	\$ (3,625.74)	\$ 6,315.49
	\$ -	\$ -	\$ -	\$ -
FERGUSON INV# 2083330	\$ -	\$ 7,401.22	\$ -	\$ 7,401.22
	\$ -	\$ -	\$ -	\$ -
CEMEX INV# 9449806819	\$ -	\$ 5,363.72	\$ -	\$ 5,363.72
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
SUBTOTAL	\$ -	\$ 101,501.17	\$ (36,070.74)	\$ 65,430.43
SALES TAX 6%	\$ -	\$ 6,090.07	\$ (2,164.24)	\$ 3,925.83
TOTAL	\$ -	\$ 107,591.24	\$ (38,234.98)	\$ 69,356.26
TOTAL FOR REIMBURSEMENT THIS PERIOD				\$ 69,356.26



3501 SW 13TH STREET #200
OCALA, FL 34474-2857

Please contact with Questions: 352-237-0273

DB CIVIL
4475 US 1 SOUTH SUITE 502
N ST CLAIR ST- WILDWOOD
SAINT AUGUSTINE, FL 32086

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
2083312	\$83,547.70	66363	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN
MAKING PAYMENT AND REMIT TO:

FEL-OCALA, FL WW #44
PO BOX 100286
ATLANTA, GA 30384-0286

MASTER ACCOUNT NUMBER: 634343

SHIP TO:

DB CIVIL
1108 HUEY ST
N ST CLAIR ST- WILDWOOD
WILDWOOD, FL 34785

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
1572	1572	FL2VOL	2315-01 PVC DIRECT	300	N ST. CLAIR ST- WILDWOOD	03/21/24	ID 117571
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
1700	1700	DR18PP12	12 C900 DR18 PVC GJ PURP PIPE	46.350	FT	78795.00	
			INVOICE SUB-TOTAL			78795.00	
			TAX	Volusia		4752.70	
LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH 'NP' IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.							
PAY APP #1 \$46,350.00 PO/Job #: 2315 Job Name: St. Clair Class Name: Mat Approved by: Date: 3/26/24							
Looking for a more convenient way to pay your bill? Log in to Ferguson.com and request access to Online Bill Pay.							

TERMS:	NET 10TH PROX	ORIGINAL INVOICE	TOTAL DUE	\$83,547.70
--------	---------------	------------------	-----------	-------------

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.

**WATERWORKS**3501 SW 13TH STREET #200
OCALA, FL 34474-2857

Please contact with Questions: 352-237-0273

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
2082369	\$10,587.69	66363	1 of 2

PLEASE REFER TO INVOICE NUMBER WHEN
MAKING PAYMENT AND REMIT TO:FEL-OCALA, FL WW #44
PO BOX 100286
ATLANTA, GA 30384-0286

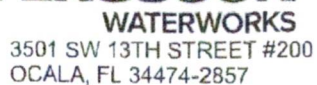
MASTER ACCOUNT NUMBER: 634343

SHIP TO:

DB CIVIL
4475 US 1 SOUTH SUITE 502
N ST CLAIR ST- WILDWOOD
SAINT AUGUSTINE, FL 32086PO/Job #: 2315
Job Name: St. Clair
Class Name: matDB CIVIL
1108 HUEY ST
N ST CLAIR ST- WILDWOOD
WILDWOOD, FL 34785Approved by:
Date: 3/24

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
1572	1572	FL2SUM	2315-01 SOURCE	300	N ST. CLAIR ST- WILDWOOD	03/20/24	IO 117561
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
80	80	DR18GPU	6 C900 DR18 PVC GJ GREE PIPE	12.800	FT	1024.00	
1	1	IGS9K	2 GALV MI 150# ST 90 ELL	33.060	EA	33.06	
1	0	PAGVNS142034P8C	ARV ENC 1420-34P8-CHARLOTTE PURP *Z		EA	0.00	
1	0	MJTCAPP4LAUK	6X2 MJ C153 P-401 TAP CAP L/A		EA	0.00	
4	0	T114192	12 DI MJ REST TUFGRIP GLND PK		EA	0.00	
2	0	T540014	8 PVC MJ REST TUFGRIP GLND PK		EA	0.00	
2	0	T540014	8 PVC MJ REST TUFGRIP GLND PK		EA	0.00	
1	0	IS46NDK	1/2X2 SS S40 316L WLD NIP		FA	0.00	
3	2	T461S	2PC SCRW CI VLV BX 19-22	85.000	EA	170.00	
1	1	MJTCAPLAXK	8X2 MJ C153 TAP CAP L/A	103.880	EA	103.88	
4	4	MJ4LA12	12 MJ C153 45 BEND L/A	291.000	EA	1164.00	
2	2	MJ9LA12	12 MJ C153 90 BEND L/A	352.000	FA	704.00	
2	2	MJLSLA12	12X12 MJ C153 LONG SLV L/A	268.710	FA	537.42	
1	0	MJTLA12X	12X8 MJ C153 TEE L/A		FA	0.00	
2	2	MJ4P4LAU	6 MJ C153 P-401 45 BEND L/A	362.520	EA	725.04	
1	0	MJ9P4LAU	6 MJ C153 P-401 90 BEND L/A		EA	0.00	
1	1	MJLSP4LAU	6 MJ C153 P-401 LONG SLV L/A	378.420	EA	378.42	
1	1	IGNK36	2X36 GALV RDY CUT PIPE TBE	30.770	EA	30.77	
1	1	IGNK48	2X48 GALV RDY CUT PIPE TBE	40.010	EA	40.01	
1	1	FFB17007NL	LF 2 MIP X FIP BALL CORP	320.390	FA	320.39	
2	2	FFC2021320IP7I	12X2 IP DBL STRP SS EPOXY SDL	170.480	EA	340.96	
2000	C	P744430832	10GA SLD HFCCS PE45 WIRE PURP 500		M	0.00	
500	500	P744430532	10GA SLD HFCCS PE45 WIRE GREE 500	300.000	M	150.00	
1	1	PDTFMM	3X1000 DET TAPE - FORCE MAIN GREE	40.000	EA	40.00	
2	2	PSD3105PP115	3X1000 UG DET RECLMD WTR PURP	40.000	EA	80.00	
1	1	AD040P0K	2 COMB AIR RELEASE VLV	402.000	EA	402.00	
4	0	T462439	6 BELL REST 3000 F/C900 PVC PIPE		EA	0.00	
9	0	T114260	6 PVC MJ REST TUFGRIP GLND PK		EA	0.00	
1	1	TTC02XD	1/2 FP 1000# WOG SS THRD 2 PC BV	20.000	EA	20.00	
1	0	BVTM	3 BRS VLV ID TAG		EA	0.00	
2	0	BVTM	3 BRS VLV ID TAG		EA	0.00	
18	18	T114291	12 PVC MJ REST TUFGRIP GLND PK	151.430	EA	2725.74	
16	5	T462480	12 BELL REST 3000 F/C900 PVC PIPE	180.000	EA	900.00	
1	1	IG9K	2 GALV MI 150# 90 ELL	24.140	EA	24.14	
2	2	IGCPK	2 GALV MI CORED PLUG	13.700	EA	27.40	
1	1	PSLUBXL1G	1 GAL 8 LB PIPE JT LUB NSF NEW FORM	0.000	EA	0.00	
INVOICE SUB-TOTAL						9941.23	
TAX						Sumter	646.46
TERMS: NET 10TH PROX							CONTINUED

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.



INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
2082369	\$10,587.69	86363	2 of 2

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.						
PAY APP# 1						\$ 6315.

DAY APP# 1	\$ 6315.49
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Looking for a more convenient way to pay your bill?

Log in to **Ferguson.com** and request access to Online Bill Pay.



TERMS:	NET 10TH PROX	ORIGINAL INVOICE	TOTAL DUE	\$10,587.69
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All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.

FERGUSON
WATERWORKS
3501 SW 13TH STREET #200
OCALA, FL 34474-2857

Please contact with Questions: 352-237-0273

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
2083330	\$7,895.29	66363	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN
MAKING PAYMENT AND REMIT TO:

FEL-OCALA, FL WW #44
PO BOX 100286
ATLANTA, GA 30384-0286

MASTER ACCOUNT NUMBER: 634343

SHIP TO:

DB CIVIL
4475 US 1 SOUTH SUITE 502
N ST CLAIR ST- WILDWOOD
SAINT AUGUSTINE, FL 32086

DB CIVIL
1108 HUEY ST
N ST CLAIR ST- WILDWOOD
WILDWOOD, FL 34785

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
1572	1572	FL2SUM	2315-01 VALVES	300	N ST. CLAIR ST- WILDWOOD	03/20/24	IO 117561
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
1		1 AFC2502DLAFSS	2 DI THRD RW OL SS STEM VLV L/A	422.000	EA	422.00	
1		1 AFC2608DLAFMM	8 DI MJ RW OL SS STEM VLV L/A	1436.120	EA	1436.12	
2		2 AFC2612DLAFMM	12 DI MJ RW OL SS STEM VLV L/A	2771.550	EA	5543.10	
INVOICE SUB-TOTAL						7401.22	
TAX Sunter						494.07	
LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH 'NP' IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.							
PAY APP # 1 \$ 7,401.22 PO/Job #: 2315 Job Name: St. Clair Class Name: Mat Approved By: Date: 3/26/24							
Looking for a more convenient way to pay your bill? Log in to Ferguson.com and request access to Online Bill Pay.							

TERMS:	NET 10TH PROX	ORIGINAL INVOICE	TOTAL DUE	\$7,895.29
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All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.



CEMEX
800 N Magnolia Ave Ste 300
Orlando FL 32803-3261

CEMEX Construction Materials Florida, LLC

INVOICE

PAGE 1 OF 1

Date: 03/25/2024
Invoice No: 9449806819
Terms: Net 15th
Payment Due On: 04/15/2024
Job No: 15522815
Legal Address: ST. CLAIR DR., WILDWOOD
Customer Job No: N.ST. CLAIR STRE
Account No: 3188536
Account Name: DB CIVIL CONSTRUCTION LLC

DB CIVIL CONSTRUCTION LLC
4475 US HIGHWAY 1 S STE 207
SAINT AUGUSTINE FL 32086-3203

For All Inquiries Call:
407-243-5350

Remit To:
CEMEX | PO Box 730197 | Dallas, TX 75373-0197

DETAILED INFORMATION BY PO

PO Number: 2315

DELIVERY ADDRESS: ST. CLAIR DR., WILDWOOD, CENTER HILL, FL, 33514

Ship Date	Delivery	Ref #.	Product Code / Description	Qty	UOM	Net Price By UOM	Units	Amount	Freight	Tx
03/25/2024	8104688298	1038231653	1037371 Limerk Base Cert for FDOT Code 01	21.790	TON	\$12.00 1 TON	21.790	\$261.48	\$0.00	T
03/25/2024	8104688298	1038231653	1614495 ENVIRONMENTAL CHARGE PER TON	21.790	TON	\$0.20 1 TON	21.790	\$4.36	\$0.00	T
03/25/2024	8104688302	1038231658	1037371 Limerk Base Cert for FDOT Code 01	22.150	TON	\$12.00 1 TON	22.150	\$265.80	\$0.00	T
03/25/2024	8104688302	1038231658	1614495 ENVIRONMENTAL CHARGE PER TON	22.150	TON	\$0.20 1 TON	22.150	\$4.43	\$0.00	T
03/25/2024	8104688317	1038231674	1037371 Limerk Base Cert for FDOT Code 01	22.080	TON	\$12.00 1 TON	22.080	\$264.96	\$0.00	T
03/25/2024	8104688317	1038231674	1614495 ENVIRONMENTAL CHARGE PER TON	22.080	TON	\$0.20 1 TON	22.080	\$4.42	\$0.00	T
03/25/2024	8104688723	1038231680	1037371 Limerk Base Cert for FDOT Code 01	21.810	TON	\$12.00 1 TON	21.810	\$261.72	\$0.00	T
03/25/2024	8104688723	1038231680	1614495 ENVIRONMENTAL CHARGE PER TON	21.810	TON	\$0.20 1 TON	21.810	\$4.36	\$0.00	T
03/25/2024	8104688724	1038231681	1037371 Limerk Base Cert for FDOT Code 01	22.170	TON	\$12.00 1 TON	22.170	\$266.04	\$0.00	T
03/25/2024	8104688724	1038231681	1614495 ENVIRONMENTAL CHARGE PER TON	22.170	TON	\$0.20 1 TON	22.170	\$4.43	\$0.00	T
03/25/2024	8104688743	1038231700	1037371 Limerk Base Cert for FDOT Code 01	22.080	TON	\$12.00 1 TON	22.080	\$264.96	\$0.00	T
03/25/2024	8104688743	1038231700	1614495 ENVIRONMENTAL CHARGE PER TON	22.080	TON	\$0.20 1 TON	22.080	\$4.42	\$0.00	T
03/25/2024	8104688753	1038231710	1037371 Limerk Base Cert for FDOT Code 01	21.260	TON	\$12.00 1 TON	21.260	\$255.12	\$0.00	T
03/25/2024	8104688753	1038231710	1614495 ENVIRONMENTAL CHARGE PER TON	21.260	TON	\$0.20 1 TON	21.260	\$4.25	\$0.00	T
03/25/2024	8104688755	1038231712	1037371 Limerk Base Cert for FDOT Code 01	22.180	TON	\$12.00 1 TON	22.180	\$266.16	\$0.00	T
03/25/2024	8104688755	1038231712	1614495 ENVIRONMENTAL CHARGE PER TON	22.180	TON	\$0.20 1 TON	22.180	\$4.44	\$0.00	T
03/25/2024	8104688770	1038231727	1037371 Limerk Base Cert for FDOT Code 01	22.070	TON	\$12.00 1 TON	22.070	\$264.84	\$0.00	T
03/25/2024	8104688770	1038231727	1614495 ENVIRONMENTAL CHARGE PER TON	22.070	TON	\$0.20 1 TON	22.070	\$4.41	\$0.00	T
03/25/2024	8104688781	1038231740	1037371 Limerk Base Cert for FDOT Code 01	22.180	TON	\$12.00 1 TON	22.180	\$266.16	\$0.00	T
03/25/2024	8104688781	1038231740	1614495 ENVIRONMENTAL CHARGE PER TON	22.180	TON	\$0.20 1 TON	22.180	\$4.44	\$0.00	T
03/25/2024	8104688782	1038231741	1037371 Limerk Base Cert for FDOT Code 01	21.790	TON	\$12.00 1 TON	21.790	\$261.48	\$0.00	T
03/25/2024	8104688782	1038231741	1614495 ENVIRONMENTAL CHARGE PER TON	21.790	TON	\$0.20 1 TON	21.790	\$4.36	\$0.00	T
03/25/2024	8104688797	1038231756	1037371 Limerk Base Cert for FDOT Code 01	22.070	TON	\$12.00 1 TON	22.070	\$264.84	\$0.00	T
03/25/2024	8104688797	1038231756	1614495 ENVIRONMENTAL CHARGE PER TON	22.070	TON	\$0.20 1 TON	22.070	\$4.41	\$0.00	T
03/25/2024	8104688919	1038231779	1037371 Limerk Base Cert for FDOT Code 01	22.160	TON	\$12.00 1 TON	22.160	\$265.92	\$0.00	T
03/25/2024	8104688919	1038231779	1614495 ENVIRONMENTAL CHARGE PER TON	22.160	TON	\$0.20 1 TON	22.160	\$4.43	\$0.00	T
03/25/2024	8104688924	1038231784	1037371 Limerk Base Cert for FDOT Code 01	22.070	TON	\$12.00 1 TON	22.070	\$264.84	\$0.00	T
03/25/2024	8104688924	1038231784	1614495 ENVIRONMENTAL CHARGE PER TON	22.070	TON	\$0.20 1 TON	22.070	\$4.41	\$0.00	T
03/25/2024	8104688926	1038231786	1037371 Limerk Base Cert for FDOT Code 01	21.770	TON	\$12.00 1 TON	21.770	\$261.24	\$0.00	T
03/25/2024	8104688926	1038231786	1614495 ENVIRONMENTAL CHARGE PER TON	21.770	TON	\$0.20 1 TON	21.770	\$4.35	\$0.00	T
03/25/2024	8104688947	1038231807	1037371 Limerk Base Cert for FDOT Code 01	22.180	TON	\$12.00 1 TON	22.180	\$266.16	\$0.00	T
03/25/2024	8104688947	1038231807	1614495 ENVIRONMENTAL CHARGE PER TON	22.180	TON	\$0.20 1 TON	22.180	\$4.44	\$0.00	T
03/25/2024	8104688954	1038231814	1037371 Limerk Base Cert for FDOT Code 01	21.790	TON	\$12.00 1 TON	21.790	\$261.48	\$0.00	T
03/25/2024	8104688954	1038231814	1614495 ENVIRONMENTAL CHARGE PER TON	21.790	TON	\$0.20 1 TON	21.790	\$4.36	\$0.00	T
03/25/2024	8104688966	1038231826	1037371 Limerk Base Cert for FDOT Code 01	22.170	TON	\$12.00 1 TON	22.170	\$266.04	\$0.00	T
03/25/2024	8104688966	1038231826	1614495 ENVIRONMENTAL CHARGE PER TON	22.170	TON	\$0.20 1 TON	22.170	\$4.43	\$0.00	T
03/25/2024	8104688968	1038231828	1037371 Limerk Base Cert for FDOT Code 01	21.820	TON	\$12.00 1 TON	21.820	\$261.84	\$0.00	T
03/25/2024	8104688968	1038231828	1614495 ENVIRONMENTAL CHARGE PER TON	21.820	TON	\$0.20 1 TON	21.820	\$4.36	\$0.00	T
03/25/2024	8104692250	1038231635	1037371 Limerk Base Cert for FDOT Code 01	22.060	TON	\$12.00 1 TON	22.060	\$264.72	\$0.00	T
03/25/2024	8104692250	1038231635	1614495 ENVIRONMENTAL CHARGE PER TON	22.060	TON	\$0.20 1 TON	22.060	\$4.41	\$0.00	T
PO Subtotal	0.00 Yards	439.65 Tons	\$5,363.72 Material	\$0.00 Freight	\$0.00 Other	\$371.93 Tax	\$5,735.65 Total			

Pay APP #1 \$ 5,363.72

0.00 Yards	439.65 Tons	\$0.00 Freight	\$0.00 Other	\$371.93 Tax	\$5,735.65 Invoice Total
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The invoice incorporates herein by reference Buyer's previously executed Credit Application, if any, Seller's Standard Terms and Conditions, Seller's Quotation and Seller's Order Confirmation (including limitations of warranties) as fully set forth on this Invoice ("Agreement"). Buyer agrees that, unless otherwise noted herein, all quantities and items were delivered as indicated and further expressly agrees to pay in accordance with this Agreement. Interest shall accrue on late payments.

1 cents per masonry unit goes to the Concrete Masonry Checkoff Board pursuant to the Concrete Masonry Products Research, Education, and Promotion Act of 2018.

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Community Center HVAC Project – Kimley-Horn Work Authorization #7 in the Amount of \$56,500

REQUESTED ACTION: Staff recommends approval.

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

BUDGET IMPACT: Funding for the Community Center Building HVAC Project has been allocated to account 001-575-60-6200

HISTORY/FACTS/ISSUES:

The Community Center Chilled Water System was out for bid in December 2023. Only one responsive proposal was received, in the amount of \$1,362,000. However, the decision was made to proceed with a new design for Direct Expansion Split Units, similar to the existing HVAC equipment. The new design will provide the Community Center with a cost-effective, energy-efficient, and modern system to replace the outdated existing equipment. The City requested a proposal from Kimley-Horn (KHA) for the new system design. The attached KHA Work Authorization 7 proposal, totaling \$56,500, includes:

Task 1 – Construction Plans, Specification, and Permitting
Task 2 – Bid Administration

WORK AUTHORIZATION NUMBER 7

Describing a specific agreement between Kimley-Horn and Associates, Inc. ("Kimley-Horn"), and the City of Wildwood ("the Client" or "the City") in accordance with the terms of the Master Agreement for Continuing Professional Services for RFQ 2023-07 dated May 7, 2023, which is incorporated herein by reference.

Identification of Project:

Project: Community Center in Wildwood HVAC Replacement

Client: City of Wildwood

Project Manager: Al LaPera

General Category of Services:

In accordance with the March 2024 Request for proposal (RFP) Scope of work, the project consists of replacing the existing HVAC system in kind (No change). The existing system consists of 7 DX Outside Units and 7 AHUs, totaling 70 tons. The HVAC upgrade also requires the following be implemented into the design.

The project will consist of survey, design, permitting, and bid administration assistance with the following understanding.

The HVAC design will be designed based on the following:

1. HVAC systems are intended to be designed to meet current building code requirements. Systems are anticipated as follows:
 - a. The system will be designed as a high-performance energy efficient replacement DX system.
2. New Building Management System
3. Utilize Demand Control Ventilation System
4. Ventilation/exhaust systems are included.

The electrical design will be designed based on the following:

1. Replacement power design for equipment.

Specific Scope of Basic Services:

Task 1 – Construction Plans, Specifications, and Permitting

- A. Kimley-Horn will meet with the City of Wildwood prior to commencement of design to determine final system approach and any required phasing for installation.
- B. Kimley-Horn will prepare mechanical and electrical design plans and specifications for the required HVAC equipment replacement.
- C. Kimley-Horn will submit 60%, 90% and 100% plans and specifications for the City's review and comment. Kimley-Horn will provide responses to City comments with the subsequent plan submittals. At completion of 100% plans the City will provide a written approval of the plans and specifications indicating that there are no further comments outstanding.

- D. Submit stamped and signed PDF drawings and specifications for building permit application and final building permit coordination.
- E. Permitting: This task is to capture the effort expended by Kimley-Horn to support the Client for project submittals and responses to two rounds of reasonable jurisdictional review comments. Kimley-Horn will provide these services on an hourly basis after the second set of review comments. Kimley-Horn will provide up to two rounds of sufficiency responses to governing permitting agencies. Additional sufficiency responses can be added as additional services at our negotiated hourly rate.

Task 2 – Bid Administration

- A. Kimley-Horn will prepare the bid package to include plans and specifications for the City.
- B. Kimley-Horn will conduct a pre-bid meeting at the project site with prospective bidders.
- C. Kimley-Horn will respond to requests for information (RFIs) and prepare bid addenda as necessary during the bid process.
- D. Kimley-Horn will review the bid responses and tabulate the results. Kimley-Horn will provide the City with a written bid tabulation record along with a selection recommendation.

Additional Services if required:

Services requested that are not specifically stated in the scope of work described herein can be provided under a new and separate WA, or can be performed on an hourly basis upon written authorization.

Schedule:

Kimley-Horn will begin services upon receipt of an executed WA. The above services will be provided as expeditiously as practicable to meet a mutually agreed upon schedule.

Method of Compensation:

Kimley-Horn will provide the Scope of Services for the fees shown in the table below.

Task Description	Fees
Task 1 – Construction Plans, Specifications, and Permitting	Lump Sum, \$48,500.00
Task 2 – Bid Administration	Lump Sum, \$8,000.00

Kimley-Horn will perform the services in Tasks 1 and 2 for a total lump sum fee of \$56,500, inclusive of direct expenses. Individual task amounts are informational only.

All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, a separate invoice for such fees, with a fifteen percent (15%) markup, will be immediately issued to and paid by the Client.

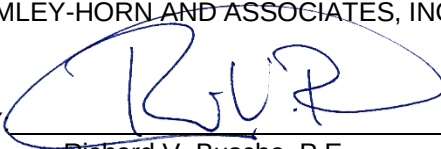
Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

ACCEPTED:

THE CITY OF WILDWOOD, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY:  _____
Richard V. Busche, P.E.

TITLE: _____

TITLE: Senior Vice President

DATE: _____

DATE: April 16, 2024

G:\New Business\Public Sector\City of Wildwood\2024\MM\MEP services for Community Center\Proposal\WA 7_Community Center in Wildwood.docx

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: **Agreement with Anfield Consulting for Professional Consulting and Lobbying Services**

REQUESTED ACTION: Staff recommends approval.

CONTRACT: Vendor/Entity: Anfield Consulting
Effective Date: May 1, 2024 Termination Date: April 30, 2025
Managing Division/Department:

BUDGET IMPACT: Budgeted in Professional Services.

HISTORY/FACTS/ISSUES:

In October of 2023, the City Manager met with Edgar Fernandez, a representative of Anfield Consulting. Mr. Fernandez is a lobbyist with extensive knowledge of utility infrastructure projects and the legislative process in Tallahassee. After meeting with Mr. Fernandez, the City Manager executed an agreement with Anfield Consulting to act on Wildwood's behalf during the 2023-2024 legislative session. During the term of that agreement, Mr. Fernandez met with Wildwood's state elected representatives, their staff, and with FDEP. He also arranged meetings with these same individuals for the City Manager and Assistant City Manager. He was instrumental in securing the \$9.25M water quality grant and the \$2M state appropriation for the wastewater treatment plant. He already has plans to meet with representatives from FDEP on the City's behalf to discuss the upcoming grant cycle which should be opening up in May. Staff believe that it is in the City's best interest to enter into an agreement with Anfield Consulting for lobbying services during the next year.

Anfield [CONSULTING]

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This contract for professional consulting and lobbying services (hereinafter referred to as “Agreement”) is by and between Anfield Consulting, Inc. a privately-owned corporation registered to do business in the State of Florida (hereinafter referred to as “ANFIELD”), and City of Wildwood, a political subdivision of the State of Florida (hereinafter referred to as “CLIENT”). ANFIELD and CLIENT shall collectively be referred to as the “Parties.”

(1) Statement of Need

WHEREAS, CLIENT is seeking to secure funding support from the State of Florida and the Southwest Florida Water Management District for the implementation of projects intended at improving drinking, wastewater and stormwater utility operations and promoting enhanced water conservation, and

WHEREAS, ANFIELD has experience working for and with Florida’s legislature, water utilities and resources management agencies, and enjoys productive relationships with elected and appointed members of the Florida’s legislature, Department of Environmental Protection and the Southwest Florida Water Management District, as well as senior staff at all of these.

NOW THEREFORE, CLIENT wishes to retain ANFIELD for the purposes of assisting CLIENT in securing state appropriations and grants for the implementation of drinking, wastewater, stormwater and water conservation projects.

(2) Scope of Services under this Agreement: ANFIELD shall assist CLIENT with water resources management consulting and strategic advice, as well as identification and collaboration towards the timely submittal and award of state appropriations and grants. ANFIELD services DO NOT INCLUDE the preparation of the funding application submittal materials, however ANFIELD will work with CLIENTs designated staff and consultants to review the submittals prior to submission. All representations made by ANFIELD on CLIENT’S behalf shall be subject to prior approval by CLIENT’S authorized representative the City Manager or his designee.

In furtherance of this Agreement, ANFIELD will:

- (a) Provide strategic advice and consultation regarding water resource management programs in Florida, with specific emphasis on identifying opportunities to solicit and receive funding support from the state and the Southwest Florida Water Management District.
- (b) Work with CLIENT to develop and execute a strategic plan for each targeted entity/ grant program, including but not limited to:
 - Promoting in-person interactions with grant program administrators

- Identifying grant application cycle windows and key dates
- Providing CLIENT with links to or copies of all the forms that are required by each grant program
- Reviewing all grant or appropriation submittals
- Being a communications resource to program administrators reviewing the submittals
- Advocating on behalf of CLIENT for grant awards, when legally appropriate after submittal

(c) Support CLIENT by identifying and setting up meetings with other stakeholders that might support CLIENT's goals.

The managers who shall be the primary points of communication regarding the matters addressed in any future Agreement, will be:

For ANFIELD: Edgar G. Fernandez, Partner (786) 255-5755

For CLIENT: Jason McHugh, City Manager (352) 330-1330

(3) Term and Compensation: The term of this Agreement will commence on May 1, 2024 and end on April 30, 2025. CLIENT will pay ANFIELD the sum total of THIRTY-SIX THOUSAND DOLLARS (\$36,000.00) to perform the services specified in this Proposed agreement (the total sum may also be referred to as the "fee"). Fee payments to ANFIELD made as follows: twelve (12) monthly payments of THREE THOUSAND DOLLARS (\$3,000); payable upon receipt of an invoice from ANFIELD.

The fee is INCLUSIVE of costs associated with the execution of ANFIELD's duties under this agreement including, travel, meals, printing, mail, and other administrative costs. This fee is NOT INCLUSIVE of any lobbying fees which ANFIELD may be required to expend in support of the CLIENT'S outreach activities. ANFIELD will secure the approval of the identified contract manager prior to incurring these expenses.

(4) Issuance of Payments and Notice: CLIENT shall make checks payable to Anfield Consulting, Inc. and send payment(s) to: 201 West Park Ave., Suite 100, Tallahassee, FL 32301. All written notices from CLIENT to ANFIELD shall also be sent to this address.

(5) Renewal and Termination: 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. Either Party may terminate this Agreement prior to the date (if applicable) established in section (3) of this Agreement by providing written notice to the other Party thirty (30) days prior to the desired date of termination. CLIENT shall pay ANFIELD for any and all services and the CLIENT approved expenses during the term of this Agreement up to and until the established date of termination. In the event of early termination, the final amount to be paid shall be established on a pro-rata basis based on number of business days in a calendar year through the date of termination. If the monthly fee previously collected exceeds the pro-rata amount due, ANFIELD shall remit the difference within 30 days of termination in a check or money order payable to:

City of Wildwood
100 North Main Street
Wildwood, FL 34785

(6) Governing Law: This Agreement is executed in the State of Florida and shall be construed, interpreted, and governed by the laws of such state, and by all applicable laws of the United States of America.

(7) Confidentiality: ANFIELD acknowledges and understands that this Agreement and the services rendered to CLIENT are the Florida Government in the Sunshine Law and that a violation or breach of requirements of that law is cause for termination and other relief pursuant to section (6) of this Agreement.

(8) Agreement Execution: The Parties, after reviewing, reading, and understanding the contents of this document, do hereby execute this Agreement by their respective signatures. This Agreement is effective as of the date of the last signature below.

(9) No Agency: ANFIELD is an independent contractor providing consulting services to the CLIENT and is not an employee or agent of CLIENT.

(10) Attorney's Fees: In any dispute between the parties, the substantially prevailing party will be entitled to recover from the non-substantially prevailing party all reasonable attorney's fees, and any other costs related to the disposition of the action before trial, at trial and on appeal.

For Anfield Consulting, Inc.:

Alberto Balido, Managing Partner

Date Executed

For City of Wildwood:

Date Executed

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Approval of Grant Agreement with Florida Department of Environmental Protection for the WRF: BNR and Capacity Expansion Improvements - Phase I (WWTP Project) in the amount of \$9,250,000

REQUESTED ACTION: Staff recommends approval.

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

BUDGET IMPACT: Reduction in the internal cost of construction of the wastewater treatment plant.

HISTORY/FACTS/ISSUES:

The City submitted a grant application to the State of Florida under the Water Quality grant program. The City was notified that it has been awarded \$9.25M toward construction of Phase I of the new plant. The attached agreement must be approved in order to receive the grant funds.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): **Wildwood Regional WRF: BNR and Capacity Expansion Improvements – Phase I** Agreement Number: **QG007**

2. Parties **State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of Wildwood** Entity Type: **Local Government**

Grantee Address: **100 N Main Street Wildwood, Florida 34785** FEID: **596000450** (Grantee)

3. Agreement Begin Date: **Upon Execution** Date of Expiration: **September 30, 2026**

4. Project Number: **(If different from Agreement Number)** Project Location(s): **Lat/Long: (28.8512, -82.0488)**

Project Description: **The Grantee will purchase major project equipment and construct the first phase of a new treatment facility to increase the treatment capacity.**

5. Total Amount of Funding: \$ 9,250,000.00	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
	☒ State ☒ Federal	Fed WWG, Section 152, FY21-22, WPSPTF	\$ 9,250,000.00
	☐ State ☐ Federal		\$
	☐ State ☐ Federal		\$
	☒ Grantee Match		\$ 9,250,000.00
Total Amount of Funding + Grantee Match, if any:			\$ 18,500,000.00

6. Department's Grant Manager Name: Gabe Higginbotham or successor Address: Florida Dept. of Environmental Protection 3900 Commonwealth Blvd., MS 3602 Tallahassee, FL 32399-3000 Phone: 850-245-2173 Email: Gabe.Higginbotham@FloridaDEP.gov	Grantee's Grant Manager Name: Cassandra Smith or successor Address: 100 N Main Street Wildwood, FL 34785 Phone: 352-330-1330 x102 Email: csmith@wildwood-fl.gov
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7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with section 215.985, F.S.
☒ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

☐ Exhibit H: Non-Profit Organization Compensation Form (State)	
☐ Additional Exhibits (if necessary):	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	SLFRP0125
Unique Entity Identifier (UEI):	JQJ8MBA8MZU5
Federal Award Date to Department:	03/11/2021
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	\$9,250,000
Federal Awarding Agency:	Department of the Treasury
Award R&D?	☐ Yes ☒ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Wildwood

GRANTEE

Grantee Name

By _____
(Authorized Signature) Date Signed

Jason McHugh, City Manager

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
Secretary or Designee Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

DWRA Additional Signatures

Gabe Higginbotham, DEP Grant Manager

Mitch Holmes, DEP QC Reviewer

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to:
www.myfloridacfo.com/Division/AA/Vendors/default.htm.
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal

Attachment 1

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Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

Attachment 1

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- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or

Attachment 1

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- iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
- i. 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 bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant 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, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

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23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

26. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section

287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

27. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at:

<http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

28. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

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- i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
- ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
- iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

29. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

30. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

31. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

32. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

33. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

34. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This

Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

35. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

36. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

37. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

38. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

39. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. QG007**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Wildwood Regional WRF: BNR and Capacity Expansion Improvements – Phase I. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2021 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☒	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☒	☒	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

The Agreement requires at least a 50% match on the part of the Grantee. Therefore, the Grantee is responsible for providing \$9,250,000 through cash or third party in-kind towards the work funded under this Agreement.

The Grantee may claim allowable project expenditures made on July 1, 2021 or after for purposes of meeting its match requirement as identified above.

Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.

If, upon completion of this Project, actual Project costs are less than the total estimated Project costs, and there are no pending payment requests, the Grantee's required match may be reduced proportionately, as long as at least a \$9,250,000 match of the actual total cost of the Project is provided by the Grantee and the reduced amount satisfies statutory and program requirements.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. **Commercial General Liability Insurance.**

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. **Commercial Automobile Insurance.**

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. **Workers' Compensation and Employer's Liability Coverage.**

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. **Other Insurance.** None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Wildwood Regional WRF: BNR and Capacity Expansion Improvements – Phase I

PROJECT LOCATION: The Project will be located in the City of Wildwood within Sumter County; Lat/Long (28.8512, -82.0488). Respectively, see Figures 1 and 2 for a site map and new treatment facility location.

PROJECT BACKGROUND: The City of Wildwood (Grantee) has experienced and anticipates an additional increase in wastewater flows due to the growth of the City of Wildwood and The Villages. Once complete, the advanced wastewater treatment (AWT) facility will be able to meet the level of service for both the City of Wildwood and The Villages. The updated plant's effective design and increased capacity and reliability will also greatly reduce the potential for sanitary sewer overflows (SSOs). The decrease in SSOs is important to protecting the health of the community as wastewater can lead to serious issues if backflows into homes and businesses occur and regional impacts if partial or untreated wastewater enters waterbodies. The existing Wildwood treatment facility is fifty years old and is not designed to provide for this growing community, nor was it designed for nutrient removal.

PROJECT DESCRIPTION: The Grantee will purchase necessary materials and construct the first phase of a new 6.0 million gallons per day (MGD) AWT facility to provide biological nutrient removal (BNR) and increase the treatment capacity at the Wildwood Regional Water Reclamation Facility. This new facility has the future capability to be upgraded to 8.0 MGD after this first phase, if necessary. The Grantee will purchase the following materials: (1) mechanical drum screens and conveying equipment; (2) master lift station pumps, rails, hatches, piping and valving; (3) electrical gear (MCCs, etc.); (4) flow equalization basin mixing equipment and EQ pumps; (5) BNR process equipment (blowers, piping, valving, mixers, gates, aeration systems, etc.); (6) secondary clarification system equipment and ancillaries; (7) RAS/WAS pumps, piping and valving; (8) process piping and valving; (9) tertiary (disc) filtration equipment, gates, grating, etc.; (10) prefabricated buildings; (11) chemical storage tanks, pumping systems, and ancillary equipment; (12) CCC grating and matting systems; (13) transfer pump station pumps, rails, hatches, piping and valving; (14) metal, open-air building enclosures; (15) sludge treatment equipment; (16) sludge dewatering equipment; (17) manholes and piping systems; and (18) electrical/controls/instrumentation/SCADA systems.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task 1: Project Management

Deliverables: The Grantee will perform project management, to include field engineering services, construction observation, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

Documentation: The Grantee will submit interim progress status summaries including summary of inspection(s), meeting minutes and field notes, as applicable.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 2: Construction

Deliverables: The Grantee will construct the first phase of the Wildwood Regional Water Reclamation Facility in accordance with the construction contract documents.

Documentation: The Grantee will submit 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) a signed Engineer's Certification of Payment Request.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL:

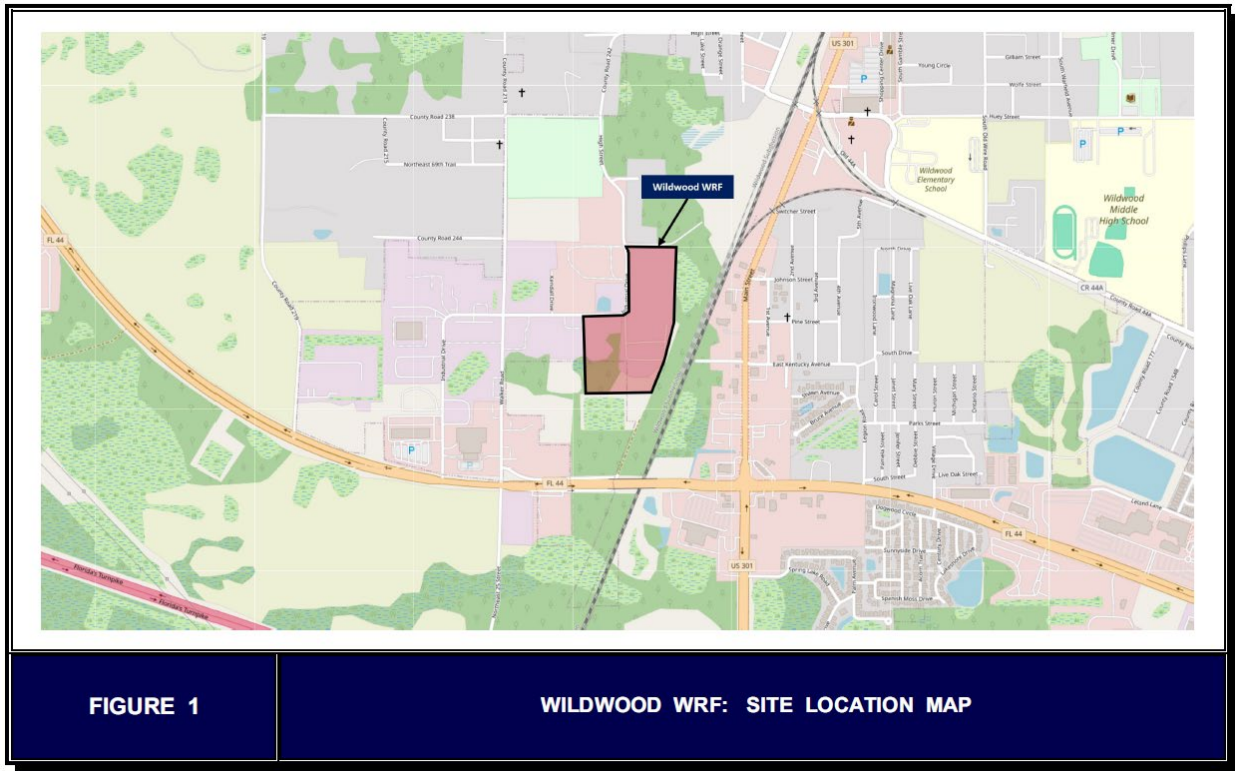
The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below. Match funding shall be provided at minimum in the categories indicated below.

The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below. Match funding shall be provided at minimum in the categories indicated below.

Grant funding is, in part or whole, Federal American Rescue Plan Act (State and Local Fiscal Recovery Funds) funding from the United States Department of the Treasury. A final payment request for any Federal American Rescue Plan Act funding in this Agreement shall be submitted to the Department no later than September 30, 2026, to ensure the availability of funds and adequate time to process reimbursements. If the Agreement or Task End Date were to be extended at any time, this payment request deadline shall still apply.

The Federal funding under this agreement shall be reimbursed prior to the State funding. Federal funds must be fully expended and reimbursed to the Grantee no later than December 31, 2026. The funds will no longer be available after that date.

Task No.	Task Title	Budget Category	Grant Amount	Match Amount	Task Start Date	Task End Date
1	Project Management	Contractual Services	\$250,000	\$250,000	07/01/2021	06/30/2026
2	Construction	Miscellaneous/ Other Expenses	\$4,250,000	\$4,250,000	07/01/2021	06/30/2026
		Contractual Services	\$4,750,000	\$4,750,000	07/01/2021	06/30/2026
Total:			\$9,250,000	\$9,250,000		

**Figure 1 – Site Location Map**

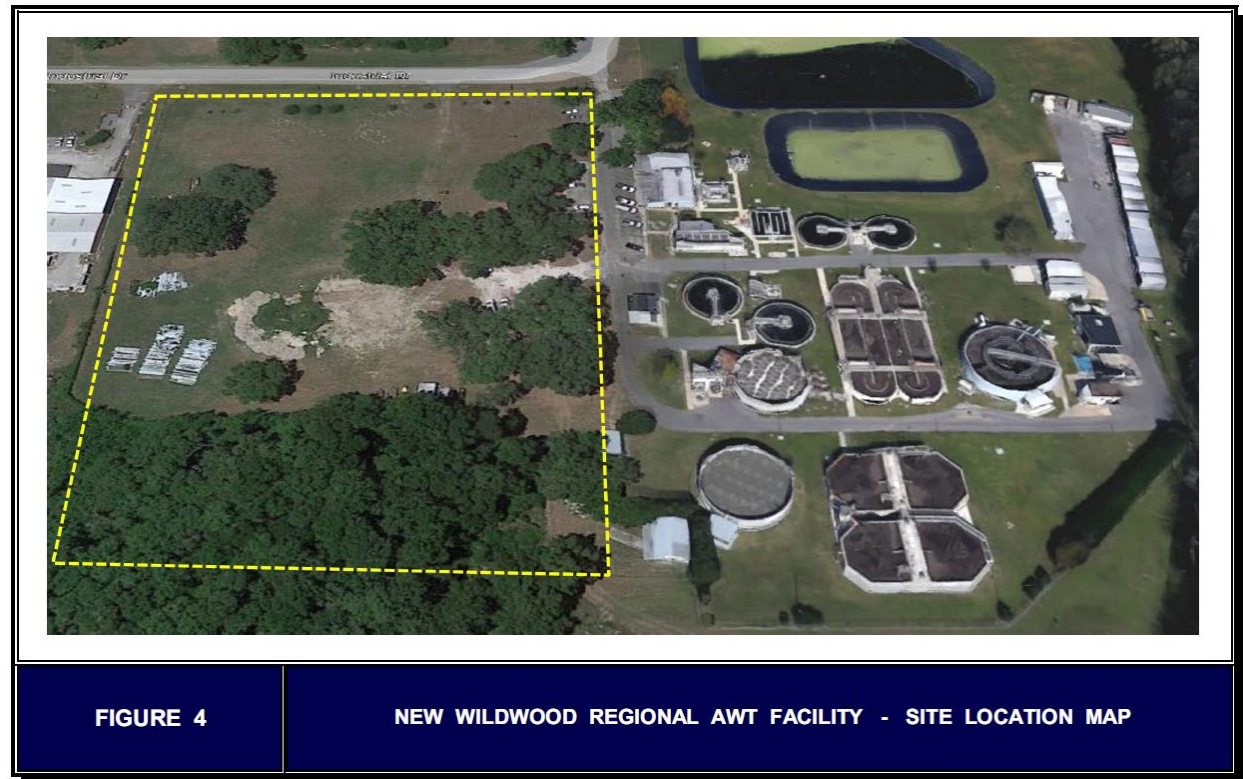


Figure 2 – New Treatment Facility Location

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. 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 the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

Attachment 5

1 of 6

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

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5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	Department of the Treasury	21.027	Coronavirus State and Local Fiscal Recovery Funds	\$9,250,000	145110
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: If the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

				Total Award	\$9,250,000	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

ATTACHMENT 8

Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term “Recipient” shall mean “Grantee.”

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients/contractors, and to comply with the provisions of the award, the SLFRF implementing regulation, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Agreement is for more than \$150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules, or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

- A. Temporarily withhold payments pending correction of the deficiency by the Recipient.
- B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- C. Wholly or partly suspend or terminate this Contract.
- D. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of “federally assisted construction contract” as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

- A. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - i. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's

essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Recipient's legal duty to furnish information.

- D. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The Recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Non-Federal Entity or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Non-Federal Entity or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. Clean air Act (42 U.S.C. 7401-7671q.), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and EPA Regulations

If the Agreement is in excess of \$100,000, the Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and by the EPA (40 CFR Part 15). Violations must be reported to the

Attachment 8

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Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

- i. The Grantee shall include these requirements for the Clean Air Act and the Federal Water Pollution Act in each subcontract exceeding \$100,000 financed in whole or in part with SLFRF funds.

7. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.”

8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. If applicable, the Recipient shall disclose any lobbying with Non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at:

https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf.

- i. Grantees who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient.

9. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

11. Domestic Preferences for Procurement

The Recipients and subrecipients must, to the greatest extent practical, give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

ADMINISTRATIVE

1. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et seq.*

2. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to Federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

3. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

- A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- B. Procure a commercial sex act during the period of time that the award is in effect; or
- C. Use forced labor in the performance of the award or subawards under the award.

4. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

- A. This award, related subawards, and related contracts over the simplified acquisition threshold and all

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employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

- B. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
- C. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.

5. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

6. Additional Lobbying Requirements

- A. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.
- B. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 et seq.), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving Federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.
- C. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

7. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

8. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970

Where applicable, 42 U.S.C. §§ 4601-4655 and implementing regulations apply to this Agreement.

COMPLIANCE WITH ASSURANCES

1. Assurances

Recipients shall comply with all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

FEDERAL REPORTING REQUIREMENTS

1. FFATA

Grant Recipients awarded a new Federal grant greater than or equal to \$30,000 awarded on or after October 1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on Federal awards (Federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov. The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

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DEPARTMENT OF TREASURY-SPECIFIC

1. Civil Rights Compliance

Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services or otherwise discriminate on the basis of race, color, national origin, (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following: Title VI of Civil Rights Acts of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department of Treasury implementing regulations at 31 CFR part 23.

The Department of Treasury will request information on recipients' compliance with Title VI of the Civil Rights Act of 1964, as applicable, on an annual basis. This information may include a narrative describing the recipient's compliance with Title VI, along with other questions and assurances.

SLFRF-SPECIFIC

1. Period of Performance

All funds from SLFRF must be obligated by December 31, 2024 and expended by December 31, 2026.

2. Equipment and Real Property Management

Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the Non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

SLFRF INFRASTRUCTURE PROJECTS

For all infrastructure projects, the Grantee shall provide the following project information on a quarterly basis to the Department:

- i. Projected/actual construction start date (month/year)
- ii. Projected/actual initiation of operation date (month/year)
- iii. Location details

SLFRF INFRASTRUCTURE PROJECTS OVER \$10 MILLION

For infrastructure projects over \$10 million, the following provisions apply:

1. Wage Certification

Grantees may provide a certification that all laborers and mechanics employed by Grantee in the performance of such project are paid wages at the rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with the Davis-Bacon Act, for the corresponding classes of laborers and mechanics employed projected of a character similar to the contract work in the civil subdivision of Florida in which the work is to be performed. If the Grantee does not provide such certification, the Grantee must provide a project employment and local impact report detailing:

- i. The number of employees of contractors and sub-contractors working on the project;
- ii. The number of employees on the project hired directly and hired through a third party;
- iii. The wages and benefits of workers on the project by classification; and
- iv. Whether those wages are at rates less than those prevailing.

Grantee must maintain sufficient records to substantiate this information upon request.

2. Project Labor Agreements

Grantees may provide a certification that the project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with the section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the Grantee does not provide such certification, the Grantee must provide a project workforce continuity plan, detailing:

- i. How the Grantee will ensure the project has ready access to a sufficient supply of

appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project;

- ii. How the Grantee will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;
- iii. How the Grantee will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities;
- iv. Whether workers on the project will receive wages and benefits that will secure and appropriately skilled workforce in the context of the local or regional labor market; and
- v. Whether the project has completed a labor agreement.

3. Other Reporting Requirements

Grantees must report whether the project prioritizes local hires and whether the project has Community Benefit Agreement, with a description of any such agreement, if applicable.

SLFRF WATER & SEWER PROJECTS

For water and sewer projects, Grantees shall provide the following information to the Department once the project starts:

- i. National Pollutant Discharge Elimination System (NPDES) Permit Number
- ii. Public Water System (PWS) ID number
- iii. Median Household Income of service area
- iv. Lowest Quintile Income of the service area

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A
Progress Report Form**

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

<https://floridadep.gov/wra/wra/documents/progress-report-form>

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: FY25 Budget Calendar

REQUESTED ACTION: For information only.

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department: Executive

BUDGET IMPACT: None

HISTORY/FACTS/ISSUES:

Attached is the Budget Calendar for the FY25 budgeting season.

CITY OF WILDWOOD BUDGET CALENDAR

DATE	RESPONSIBLE PARTY	REQUIRED ACTIVITY	REQUIREMENT REFERENCE
3/11 – 3/15/2024	Executive Dept. & Assistant CFO	Preliminary discussions with each Department concerning Capital/Equipment requests	
3/22/2024	Assistant CFO	Open budgeting modules in ClearGov	
4/30/2024	Department Directors	Capital/Equipment requests due from all Departments	
5/24/2024	Department Directors	Operating budget requests due from all Departments	
6/1/2024	Property Appraiser	Estimated taxable values are submitted to the City	Florida Statutes
6/3 - 6/7 2024	Executive Dept. & Assistant CFO	Discussions with each Department concerning budget requests	
On or before 7/1/2024	Property Appraiser	Certified taxable values (DR420) are submitted to the City	Florida Statutes
7/15/2024	City Manager & City Commission	1 st Budget Workshop	
7/22/2024	City Commission	Tentative millage rate is set, and public hearing dates are determined	
7/29/2024	City Manager & City Commission	2 nd Budget Workshop	
7/29- 8/2/2024 (Tentative)	Executive Dept. & Assistant CFO	Discussion with each Department concerning budget requests	
8/2/2024	Assistant CFO	DR-420 is submitted to the Property Appraiser	
8/19/2024 (Tentative)	City Manager & City Commission	3 rd Budget Workshop	
Not later than 8/23/2024	Property Appraiser	TRIM notice mailed to residents	Florida Statutes
9/9/2024	City Commission	First reading and first public hearing on proposed budget	Florida Statutes
9/23/2024	City Commission	Second reading/public hearing; Adoption of budget for FY2024	Florida Statutes

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: Update on Title for City-Owned Parcel on Lee Street

REQUESTED ACTION: For information only.

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

The City Attorney will provide the Commission with an update on the title for the Lee Street property.