

Agenda

Agenda

CITY COMMISSIONERS OF THE CITY OF WILDWOOD

Mayor/Commissioner – Ed Wolf – Seat 1
 Mayor Pro-Tem/Commissioner – Ronald Allen – Seat 5
 Pamala Harrison-Bivins – Seat 2
 Don C. Clark – Seat 4
 Robby Strickland – Seat 3
 Robert Smith –City Manager

April 11th, 2011
 7:00 PM

PLEASE TURN OFF ALL CELL PHONES AND PAGERS

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

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

AGENDA

- THE MEETING IS CALLED TO ORDER BY THE MAYOR
- INVOCATION
- FLAG SALUTE

1. TIMED ITEMS AND PUBLIC HEARINGS

7:00 PM (a)	PUBIC HEARING – 2nd FINAL READING	Ordinance No. O-2011-02, an ordinance authorizing the Supervisor of Elections to provide for qualifying of candidates and conduct city elections (Attachments – Staff Recommends Approval)
7:00 PM (b)	TIMED ITEMS	Review of the Wildwood Springs DRI negotiated settlement agreement - Amended Restated Development Order (ARDO) and Transportation Proportionate Share Agreement (PSA) (Attachments)

* Quasi Judicial Hearing

2. REPORTS AND PUBLIC INPUT

SPECIAL PRESENTATIONS:

- (First) – Proclamation declaring the month of April 2011 as "NATIONAL LANDSCAPE ARCHITECTURE MONTH" – Michael Pape, Landscape Architect to accept proclamation (Attachment)
- (Second) – Introduction of Rural/Metro Ambulance services (NO Attachment)
- (Third) – Presentation by Dan Allen of BFA – Water, Wastewater, Reclaimed Water Transmission System Update (Attachments in Packet)

- a. City Manager
- b. City Attorney
- c. City Clerk
- d. Commission Members
- e. Public Forum (10 minute time limit)
- f. Notes, Reports, and items for the file as attached

3. **NEW BUSINESS – ACTION REQUIRED**

a. **MINUTES**

1. Minutes of Regular Meeting held on March 28th, 2011 (Attachments – Staff recommends approval)

b. **ORDINANCES FIRST READING ONLY (READ ONLY – NO VOTE)**

1. Ordinance No. O2011-03, an ordinance (with supporting data) for a small scale land use amendment (industrial to commercial) for Stewood, LLC (Attachments – Staff Recommends Approval)

c. **RESOLUTIONS FOR APPROVAL:**

1. None

d. **APPOINTMENTS**

1. None

e. **CONTRACTS AND AGREEMENTS**

1. General IT Support Services Agreement between the City of Wildwood and The Villages Operating Company d/b/a The Villages Technology Solutions Group (Attachment – Staff Recommends Approval)

f. **FINANCIAL**

1. Bills for Approval (Attachments – Staff Recommends Approval)
2. Contract Change Order No. 1 – Hamlet Construction Co. for the CR521 water main extension project (Dave Grimm to address) (Attachments – Staff Recommends Approval)

g. **GENERAL ITEMS FOR CONSIDERATION**

1. Request for a six month extension of the O'Dell P.U.D. (Attachments – Staff Recommends Approval)
2. Request to schedule a Special Called Meeting for May 16th at 5:30 PM to review COW Land Development Regulations (NO Attachments)
3. Review/discussion (approval) of the regulations for use of the front steps of city hall and/or gazebo (Attachments – Board Option)
4. Review/discussion/approval on the selection of the CDBG Project Administration consultant (Dave Grimm to present) (Attachments – Staff Recommends Approval)

4. **ADJOURN:**

~~~~~

**NOTES – NO ACTION REQUIRED:**

- a. None

**REPORTS:**

**CITY MANAGER (2.a.f.):**

1. FYI – LSMPO letter supporting our efforts relative to the Emergency/Pedestrian Signal on US301 and Rutland Street (heart of community) (Attachment)
2. FYI – Sumter County BOCC letter reaffirming their financial commitment for and supporting our efforts relative to the Emergency/Pedestrian Signal on US301 and Rutland Street (Attachment)
3. FYI – Information regarding the emergency purchase of a lift station pump (Attachment)
4. FYI – Quarterly Report from Gene Konegay, PWD (Attachments)
5. FYI – REMINDER – Monday, April 18<sup>th</sup> @ 5:30 PM - City Commission Workshop to discuss Mid Year Budget Analysis Report (NO Attachments)

# 1. TIMED ITEMS AND PUBLIC HEARINGS

|                |                                                             |                                                                                                                                                                                                                 |
|----------------|-------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 7:00 PM<br>(a) | <b>PUBIC HEARING –<br/>2<sup>nd</sup> FINAL<br/>READING</b> | Ordinance No. O-2011-02, an ordinance authorizing the Supervisor of Elections to provide for qualifying of candidates and conduct city elections (Attachments – Staff Recommends Approval)                      |
| 7:00 PM<br>(b) | <b>TIMED ITEMS</b>                                          | Review of the Wildwood Springs DRI negotiated settlement agreement - Amended Restated Development Order (ARDO) and Transportation Proportionate Share Agreement (PSA) (Attachments – Staff Recommends Approval) |

ORDINANCE NO. O2011-02

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA; AUTHORIZING THE SUPERVISOR OF ELECTIONS TO PROVIDE FOR QUALIFYING OF CANDIDATES AND CONDUCT OF THE ELECTION FOR CITY COMMISSION SEATS AND OTHER CITY ELECTIONS; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in December, 2010, the citizens of the City of Wildwood voted to amend the charter so that the City Commission could conduct its election at the same time as the general election; and,

WHEREAS, the Charter change also allows the City Commission to authorize by ordinance the Supervisor of Elections to provide for qualifying of candidates and conduct of election and for the County Canvassing Board to canvass the election.

NOW THEREFORE, be it ordained by the City Commission of the City of Wildwood, Florida:

SECTION 1. The City Commission hereby authorizes the Supervisor of Elections to provide for qualifying for candidates and conduct of an election of City officers to the City Commission and for the County Canvassing Board to canvass the election in each year hereafter until further action by the City Commission.

SECTION 2. The Supervisor of Elections shall be responsible for the qualifying of candidates and conducting the election.

SECTION 3. The County Canvassing Board shall be responsible for canvassing City elections.

SECTION 4. The Supervisor of Elections and County Canvassing Board shall retain this authority in all subsequent elections unless and until the City Commission enacts a subsequent ordinance transferring such responsibility back to the City. Any such ordinance must be enacted and provided to the Supervisor of Elections and County Canvassing Board at least one year prior to the next general election.

SECTION 5. All candidates for City Commission office shall qualify upon application to the Supervisor of Elections. Qualification shall occur at the same time as qualification in a general election.

SECTION 6. All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

SECTION 7. If any section, subsection, sentence, clause, phrase of this ordinance, or any particular application thereof shall be held invalid by any court, administrative

agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 8. It is the intention of the City Commission of the City of Wildwood that the provisions of this Ordinance shall become and be made part of the City of Wildwood Code of Ordinances and that the sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section", "article", or such other appropriate work or phrase to accomplish such intentions.

SECTION 9. This ordinance shall take effect immediately upon its final adoption by the City Commission.

PASSED AND ORDAINED this \_\_\_\_ day of \_\_\_\_\_, 2011, by the City Commission of the City of Wildwood, Florida.

SEAL

CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA

ATTEST: \_\_\_\_\_  
Joseph Jacobs, City Clerk

\_\_\_\_\_  
Ed Wolf, Mayor

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Jerri A. Blair  
City Attorney

**CITY COMMISSION OF THE CITY OF WILDWOOD**

**EXECUTIVE SUMMARY**

**SUBJECT:** Wildwood Springs DRI

**REQUESTED ACTION:** Review of Settlement Agreement, Proportionate Share Agreement and Adoption of the Amended Restated Development Order for Wildwood Springs DRI

Work Session (Report Only)      **DATE OF MEETING:** 4/11/11  
 Regular Meeting                       Special Meeting

**CONTRACT:**       N/A                      Vendor/Entity: \_\_\_\_\_  
Effective Date: \_\_\_\_\_              Termination Date: \_\_\_\_\_  
Managing Division / Dept: \_\_\_\_\_

**BUDGET IMPACT:** \_\_\_\_\_

Annual                      **FUNDING SOURCE:** \_\_\_\_\_  
 Capital                      **EXPENDITURE ACCOUNT:** \_\_\_\_\_  
 N/A

**HISTORY/FACTS/ISSUES:**

The attached Settlement Agreement between Wildwood Springs, LLC and the Department of Community Affairs (DCA) is a result of DCA's appeal of the original DRI Development Order for Wildwood Springs, DRI that was previously adopted by the City Commission.

As stated in the Settlement Agreement, the Department of Community Affairs and Developers request that the City adopt the Amended Restated Development Order (ARDO). Upon adoption of the Amended Restated Development Order and fully executed Transportation Proportionate Share Agreement (PSA), the Department will dismiss the administrative proceeding. The ARDO reflects changes made to the original Development Order after negotiations among DCA, the City of Wildwood, Sumter County and Wildwood Springs.

The Wildwood Springs DRI will be developed as a residentially-based mixed use development with supporting retail/office uses. The proposed development consists of up to 3,000 residential units and up to 225,000 SF of retail/office uses all in accordance with the ADA. Through the use of the equivalency table, the maximum number of residential units may increase to 3,700. All residential units in excess of 3,000 are required to be located within the Mixed Use Commercial or Community Residential Areas.

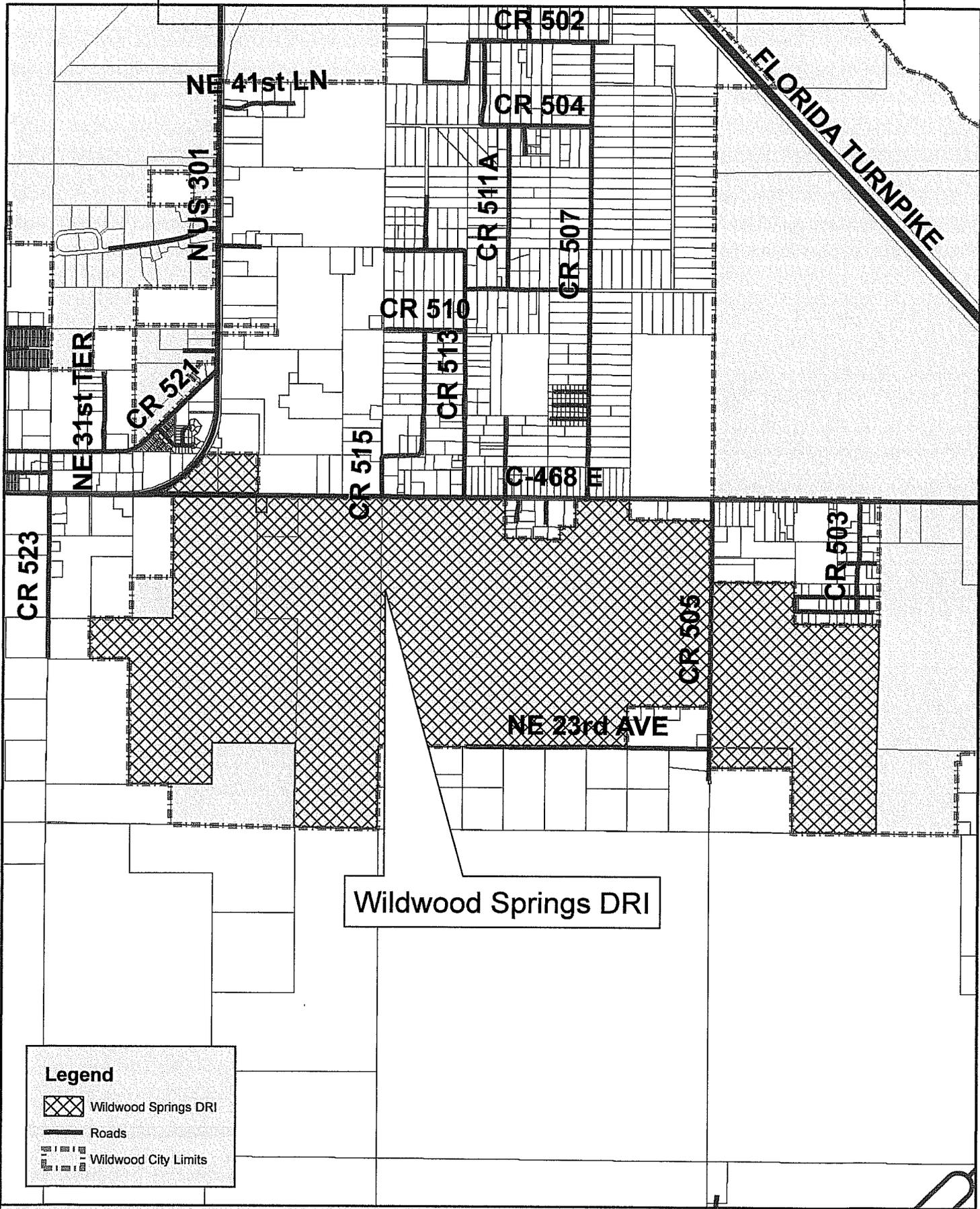
The attached Transportation Proportionate Share Agreement between Wildwood Springs, LLC, Sumter County, Lake County and Florida Department of Transportation provides a means by which the developer will satisfy the proportionate share requirement provided for in the ARDO and by which Phase I will be assessed a proportionate share of the cost of constructing the needed transportation improvements required to mitigate for the transportation impacts.

The developer's proportionate share shall be allocated to the pipelined facilities which include the design, permitting and construction of the intersection improvement at US 301 and CR 468, right-of-way dedication, if and when the County commences four-laning of CR 468 along the boundary of the property and participation in the regional transit study being conducted by the Lake Sumter Metropolitan Planning Group.

The agreement was approved and executed by FDOT on March 11, 2011 and by Sumter County on March 22, 2011. The agreement has also been signed by the owner/developer.



Melanie Peavy  
Development Services Director



**Legend**

-  Wildwood Springs DRI
-  Roads
-  Wildwood City Limits



**Wildwood Springs Development of Regional Impact  
Location Map  
City of Wildwood, Florida**



**FLORIDA LAND AND WATER  
ADJUDICATORY COMMISSION**

DEPARTMENT OF COMMUNITY AFFAIRS,

Petitioner,

v.

Case No. APP – 09-001

WILDWOOD SPRINGS, LLC

Respondents.

---

**SETTLEMENT AGREEMENT**

THIS SETTLEMENT AGREEMENT is entered into by and between the State of Florida, Department of Community Affairs, and Wildwood Springs, LLC, a Florida limited liability corporation, as a complete and final settlement of all claims raised in the above-styled proceeding.

**RECITALS**

WHEREAS, the State of Florida, Department of Community Affairs (“DCA” or “Department”), is the state land planning agency and has the power and duty to administer and enforce the Florida Environmental Land and Water Management Act of 1972 (the “Act”), including developments of regional impact (“DRIs”); and

WHEREAS, the City of Wildwood (“City”) is a local government with the authority to issue development orders for DRIs within the boundaries of the City; and

WHEREAS, Wildwood Springs, LLC, (“Developers”) filed an application for development approval for the Wildwood Springs DRI; and

WHEREAS, the City issued a development order approving the Wildwood Springs DRI, and rendered the development order to the Department; and

WHEREAS, the Department appealed the Wildwood Springs DRI development order to the Florida Land and Water Adjudicatory Commission as authorized by section 380.07, Florida Statutes; and

WHEREAS, the property subject to the Wildwood Springs DRI development order was also the subject of a comprehensive plan amendment compliance proceeding, DOAH Case No. 09-3700GM, and settlement of that proceeding has been concluded by the Department and the City; and

WHEREAS, the Department is authorized by section 380.032(3), Florida Statutes, to enter into agreements with any landowner or developer as may be necessary to effectuate the provisions and purposes of the Act; and

WHEREAS, the parties wish to avoid the expense, delay, and uncertainty of lengthy litigation and to resolve this proceeding under the terms set forth herein, and agree it is in their respective mutual best interests to do so.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises hereinbelow set forth, and in consideration of the benefits to accrue to each of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties to the Agreement hereby represent and agree as follows:

1. Amended DRI Development Order. The Department and the Developers request that the City adopt the Amended DRI Development Order attached to this Agreement as Exhibit A.

2. Dismissal. If the City adopts the Amended DRI Development Order attached as Exhibit A, and if the Proportionate Share Agreement attached as part of Exhibit A is fully executed, the Department will dismiss the above-captioned administrative proceeding.

3. Changes in Law. Nothing in this Agreement shall be construed to relieve either party from adhering to the law, and in the event of a change in any statute or administrative regulation inconsistent with this agreement, the statute or regulation shall take precedence and shall be deemed incorporated in this Agreement by reference.

4. Other Persons Unaffected. Nothing in this Agreement shall be deemed to affect the rights of any person not a party to this Agreement. This Agreement is not intended to benefit any third party.

5. Attorney Fees and Costs. Each party shall bear its own costs, including attorney fees, incurred in connection with the above-captioned case and this Agreement.

6. Effective Date. This Agreement shall become effective immediately upon execution by all the parties to this Agreement.

7. Retention of Right to Final Hearing. All parties hereby retain the right to have a final hearing in this proceeding in the event of a breach of this Agreement, and nothing in this Agreement shall be deemed a waiver of such right. Any party to this Agreement may move to have this matter set for hearing if it becomes apparent that any other party, or the City, whose action is contemplated by this Agreement is not proceeding in good faith to take that action.

8. Construction of Agreement. All parties to this Agreement are deemed to have participated in its drafting. In the event of any ambiguity in the terms of this Agreement, the parties agree that such ambiguity shall be construed without regard to which of the parties drafted the provision in question.

9. Entire Agreement. This is the entire agreement between the parties and no verbal or written assurance or promise is effective or binding unless included in this document.

10. Governmental Discretion Unaffected. This Agreement is not intended to bind the City in the exercise of governmental discretion which is exercisable in accordance with law only upon the giving of appropriate public notice and required public hearings.

11. Multiple Originals. This Agreement may be executed in any number of originals, all of which evidence one agreement, and only one of which need be produced for any purpose.

12. Captions. The captions inserted in this Agreement are for the purpose of convenience only and shall not be utilized to construe or interpret any provision of this Agreement.

In witness whereof, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

DEPARTMENT OF COMMUNITY AFFAIRS

By: \_\_\_\_\_  
Thomas Beck, Director  
Division of Community Planning

Approved as to form and legality:  
\_\_\_\_\_  
Assistant General Counsel

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

OWNER/DEVELOPER

WILDWOOD SPRINGS, LLC, a Florida limited liability company

By: CROSLAND WILDWOOD SPRINGS, LLC, a North Carolina limited liability company, as its Operating Manager

By: CROSLAND WILDWOOD SPRINGS INVESTORS, LLC, a North Carolina limited liability company as its Manager

By: CROSLAND MANAGER, LLC, a North Carolina limited liability company, as its Manager

By: \_\_\_\_\_

Name: \_\_\_\_\_

As Its: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2011, by \_\_\_\_\_ of \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, on behalf of the company, who has produced \_\_\_\_\_ as identification or is personally known to me.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Commission #  
My Commission Expires:

**TRANSPORTATION PROPORTIONATE SHARE AGREEMENT  
WILDWOOD SPRINGS DEVELOPMENT OF REGIONAL IMPACT  
CITY OF WILDWOOD, FLORIDA**

This **TRANSPORTATION PROPORTIONATE SHARE AGREEMENT** (this "**Agreement**") is made and entered into by and between **WILDWOOD SPRINGS, LLC**, a Florida limited liability company, with a mailing address of 5850 T.G. Lee Boulevard, Suite 200, Orlando, FL 32822 (the "**Developer**"), the **CITY OF WILDWOOD, FLORIDA**, a Florida municipal corporation (the "**City**"), **SUMTER COUNTY**, a political subdivision of the State of Florida (the "**County**"), and the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, an agency of the State of Florida ("**FDOT**").

**WITNESSETH:**

**WHEREAS**, Developer is the owner and developer of the Wildwood Springs Development of Regional Impact ("**DRI**") located on real property in the City of Wildwood, Florida, which property is more particularly described on **Exhibit "A"** attached hereto and incorporated herein by reference (the "**Property**"); and

**WHEREAS**, the Property is proposed to be developed in accordance with the development order for the DRI approved by the City on October 30, 2008, as amended by the Amended and Restated Development Order approved by the City on \_\_\_\_\_, \_\_\_\_ 2011, as the same may be amended from time to time (collectively, the "**Development Order**"); and

**WHEREAS**, the Development Order for the DRI stipulates that specific transportation improvements (the "**Needed Transportation Improvements**") described and set forth on **Exhibit "B,"** attached hereto and incorporated herein, are required in order to adequately mitigate for the transportation impacts of development of Phase 1 of the DRI ("**Phase 1**"); and

**WHEREAS**, the Development Order provides mechanisms, including a proportionate share payment pursuant to Section 163.3180, F.S., and Rule 9J-2.045(7)(a)3, F.A.C., to enable Developer to meet its obligations relative to the Needed Transportation Improvements; and

**WHEREAS**, pursuant to this Agreement, the Developer will be deemed to have met its obligations relative to the Needed Transportation Improvements by assessing Phase 1 a proportionate share of the cost of constructing the Needed Transportation Improvements pursuant to, and in a manner consistent with, the proportionate share mechanism provided for in the Development Order, Chapter 380, F.S., and Rule 9J-2, F.A.C.; and

**WHEREAS**, pursuant to this Agreement, the Developer has made a binding commitment to cause to be paid the proportionate share of the cost of the Needed Transportation Improvements required for Phase 1; and

**WHEREAS**, pursuant to Section 163.3180, F.S., and Rule 9J-2.045(7)(a)3, F.A.C., the City, County and FDOT have agreed to accept said proportionate share payment as adequately mitigating the transportation impacts of Phase 1 on all significant and adversely impacted state and regional roadways within their maintenance jurisdictions through build-out of Phase 1, as required by Chapter 380, F.S., and Rule 9J-2, F.A.C.; and

**WHEREAS**, the parties have reached an agreement as to the amount of the proportionate share payment, and the City, County, and FDOT have agreed to accept said payment, to be provided by Developer in the form and manner set forth more fully below, in full satisfaction of all conditions relating to transportation mitigation through build-out of Phase 1 and in full satisfaction of all conditions relating to transportation concurrency through build-out of Phase 1, all in accordance with the Development Order, Rule 9J-2, F.A.C., Chapters 163 and 380, F.S., and the City's concurrency management ordinance(s).

**NOW, THEREFORE**, for and in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby covenant, stipulate and agree as follows:

1. Incorporation of Recitals. The foregoing recitals are true and correct and are hereby incorporated by the parties as part of this Agreement as if fully set forth herein.

2. Proportionate Share Calculation. The parties do hereby acknowledge and agree that Three Million Three Hundred Seventy-Eight Thousand Seven Hundred Dollars (\$3,378,700.00), is the proportionate share payment amount ("**Developer's Proportionate Share**") required under the Development Order, Rule 9J-2, F.A.C., and Chapters 163 and 380, F.S., to mitigate the transportation impacts through build-out of Phase 1, as determined pursuant to the calculations set forth in Exhibit "B."

3. Pipelining of Developer's Proportionate Share. In order to maximize the value of Developer's contributions hereunder and ensure the construction of regionally-significant transportation improvements in a manner that coincides with development of Phase 1, the Developer's Proportionate Share shall be allocated (i.e., pipelined) to those Needed Transportation Improvements shown on Exhibit "C" attached hereto and incorporated herein (the "**Pipelined Facilities**"). The method of payment of Developer's Proportionate Share, including the timing and manner of funding for, or construction of, the Pipelined Facilities, shall be as set forth in Section 4 below.

The parties acknowledge and agree that the pipelining of Developer's Proportionate Share to the Pipelined Facilities is authorized by, and is consistent with, the Development Order, Chapters 380 and 163, F.S., and Rule 9J-2, F.A.C. The parties further acknowledge and agree that Developer shall have no obligation in subsequent phases of the DRI to mitigate for

transportation impacts (i.e., trips) that are otherwise mitigated for pursuant to this Agreement, nor shall Developer be penalized when developing subsequent phases of the DRI for pipelining Developer's Proportionate Share obligations from the Needed Transportation Improvements to the Pipelined Facilities. In no event shall Developer be responsible for the additional cost of reducing or eliminating backlogs as defined in Section 163.3180(12)(b), Florida Statutes.

4. Payment of Developer's Proportionate Share. The Developer's Proportionate Share shall be allocated (i.e., pipelined) to the Pipelined Facilities in the amounts identified on Exhibit "C" and in the manner and schedule set forth below.

(a) Regional Transit Study. The Developer shall participate in a regional transit study being conducted by the Lake-Sumter MPO. The Developer, along with the developers of other developments-of-regional-impact in the area surrounding the Property, will fund the cost of the study. The Developer will pay its pro rata share of the study, not to exceed \$50,000.00, to the County within thirty (30) business days of written demand thereof from Lake-Sumter MPO, but no sooner than ninety (90) days after the effective date of the Development Order.

(b) US 301/CR 468 Intersection Improvements. In accordance with the Terms & Conditions attached hereto and incorporated herein as Exhibit "F", the Developer shall be required to commence construction of the intersection improvement at US 301 and CR 468 (the "**Intersection Improvement**") when specific development thresholds have been reached for Phase 1 of the DRI as set forth in Trigger 1, Trigger 2 and Trigger 3 of the Proportionate Share Pipeline Commencement Trigger Matrix attached hereto and incorporated herein as **Exhibit "D"**. Developer shall construct the Intersection Improvement in a manner generally consistent with the concept plan shown on **Exhibit "E"**, attached hereto and incorporated herein, and in

accordance with Section 6 below. The Intersection Improvement generally involves the reconfiguration of the existing intersection at CR 468 and US 301, including the construction of a four-lane median-divided urban road section along a segment of CR 468, a turn lane, acceleration lane and deceleration lane improvement along a segment of US 301, and the eventual installation of a traffic signal device at said intersection. Developer, in addition to complying with the Terms & Conditions (Exhibit "F") may not commence construction of the Intersection Improvement until the plans and the construction schedule for said improvements have been reviewed and approved by the County and the FDOT. Review and approval of the plans shall not in any way or manner relieve the Developer or the Engineer of Record of any responsibility associated with said plans nor shall review and approval by the County or the FDOT shift any responsibility whatsoever to the County or the FDOT for the plans or the construction of the Intersection Improvement until the Intersection Improvement is completed and turned over to the County and/or FDOT. Once commenced, Developer shall complete construction of the Intersection Improvement in a diligent and timely manner and in accordance with the project schedule.

The County agrees to commence and process the vacation, for the benefit of the Developer, that portion of CR 468 identified by a series of "X's" on Exhibit "E" (the "Unused Right-of-Way") once the Intersection Improvement is constructed and open for traffic.

5. Right-of-Way Dedication. If and when the County commences the four-laning of CR 468 along the boundary of the Property, the Developer agrees to dedicate right-of-way to the County from the Property sufficient for the widening of CR 468 to a right-of-way width agreed to between the County and Developer but not to exceed eighty (80) feet measured from the existing centerline of CR 468 (for a maximum right-of-way width of 160 feet). Where the

Property abuts only one side of CR 468, the Developer shall be responsible for only one-half of the total right-of-way width, as measured from the centerline of the existing road. The Developer shall have no obligation to dedicate said right-of-way until the contract is awarded for the construction phase of the road-widening project along the Property boundary. In the event additional right-of-way is requested by the County for the construction of CR 468 beyond the eighty (80) feet measured from the existing centerline of CR 468, the County and Developer may enter into a separate agreement to address such additional right-of way needs. The Developer agrees to dedicate any needed right-of-way on CR 468 and US 301 for the Intersection Improvement, to the extent such right-of-way is owned by Developer as of the effective date of this Agreement.

6. Design, Permitting and Construction of the US 301/CR 468 Intersection. The design, permitting, and construction of the Intersection Improvement at US 301/CR 468 by the Developer shall proceed in accordance with the Terms & Conditions attached hereto as Exhibit F and the further conditions set forth below. In the event of a conflict between the Terms & Conditions and the conditions set forth in (a) – (k) below, the conditions set forth in (a) – (k) shall prevail unless the conflict is on a state facility in which case the Terms & Conditions attached as Exhibit F shall prevail. In the event additional Right of Way is required for the Intersection Improvement beyond what is currently owned or controlled by Developer, FDOT or the County, the parties agree to the extent feasible to make adjustments to the design of the intersection to eliminate and or minimize the need for additional Right of Way.

(a) Project Plans and Approvals. The Developer shall retain a qualified professional engineer licensed to do work in the State of Florida to prepare all final plans and specifications in accordance with and consistent with FDOT and County specifications (“Plans”)

and diligently pursue the acquisition of all governmental permits and approvals (“Approvals”) necessary for construction of the Intersection Improvement. FDOT specifications shall apply to the segments of improvements located in US 301 and shall include those improvements in CR 468 that are included in the intersection influence area such as turn lanes and tapers that directly tie into US 301. County specifications shall apply for all other improvements outside of this area within CR 468. The Developer shall be entitled to impact fee credits in accordance with Section 7 of this Agreement without regard to whether the Intersection Improvement is constructed to County or FDOT standards and specifications.

(b) Right to Review and Approve the Plans and Approvals. The County and FDOT shall have the right to review and approve the Plans and all applications for Approvals prior to the commencement of construction of the Intersection Improvement. The County and FDOT will exercise good faith and diligent efforts to expedite the review of the Plans and all applications for Approvals for the Intersection Improvement. All Plans and applications for Approval will be reviewed in accordance with standard County and FDOT review processes. The Intersection Improvement shall be constructed in accordance with the Plans, FDOT specifications, and Approvals.

(c) Relocation of Utilities. Utility relocation, if necessary, will be governed by Florida law. The Developer shall be deemed to be acting on behalf of the County or the FDOT, depending on the jurisdiction of the roadway. If, in accordance with law, the County or the FDOT would be responsible for the cost of relocation, then the Developer shall be responsible for the relocation cost as a cost of the Intersection Improvement.

(d) Other Permits and Approvals. The construction of the Intersection Improvement may require various permits from other governmental authorities, which may

include, but are not limited to, authorization under the Clean Water Act by the U.S. Environmental Protection Agency for storm water discharges from construction sites. The Developer is responsible for obtaining the National Pollutant Discharge Elimination System Permit and all other necessary permits for construction of the Intersection Improvement, including permit approvals issued by the United States Army Corps of Engineers, the Southwest Florida Water Management District and the Florida Department of Environmental Protection; provided, however, that the parties shall work cooperatively and assist Developer as necessary to obtain such permits in a timely and cost-effective manner. This Agreement shall constitute the existence of a sufficient interest for Developer to obtain all permits in Developer's name. Upon completion of construction in accordance with this Agreement, the County and/or FDOT shall take an assignment of the operational and maintenance phases of any permits and the Developer shall execute such documents as are necessary to complete such an assignment.

(e) Authorized Representative. The County and FDOT shall each appoint and authorize a single individual to serve as its representative to coordinate and manage the review of Developer's construction of the Intersection Improvement. The individual or that individual's delegate shall have the authority to act on behalf of the County or FDOT in all matters relative to construction of the Intersection Improvement and his or her approval shall be binding on the County or FDOT. The Developer shall notify each of the County's and FDOT's representative at least 48 hours in advance of starting proposed work and again immediately upon completion of work. Each of the County and FDOT shall specify its representative for this project prior to the commencement of construction.

(f) Inspection. The Developer shall hire a CEI firm that is pre-qualified by FDOT to provide construction engineering, inspection, and Verification Testing (VT) for the

Intersection Improvement, which services shall be performed in accordance with County and FDOT specifications. Should a matter arise that requires resolution testing, as that term is defined by the County, the Developer shall utilize an AASHTO accredited laboratory to perform such resolution testing. All testing results shall be provided to the County's and FDOT's representatives. The County and FDOT shall have the right, but not the obligation, to perform its own independent testing from time to time during the course of the construction at no additional expense to Developer.

(g) Construction Progress. The County and/or FDOT may request and shall be granted a conference with Developer, the engineer of record, the Developer's CEI firm and/or Developer's contractor, to discuss any part of the work that County or FDOT determines to be inconsistent with the Plans and Approvals. After such a meeting, if County and/or FDOT determines that construction activities are being performed inconsistent with these standards, the parties will follow the following process: (1) the County and/or FDOT will notify Developer in writing of its determination of inconsistency, specifying the inconsistencies; (2) within seven days of such notification, Developer will propose a corrective action with a time frame for accomplishing same; (3) upon approval of the proposed corrective action by County and/or FDOT (not to be unreasonably withheld, conditioned or delayed), Developer will monitor the corrective action and provide status reports to County and FDOT at such intervals as are reasonable based on the corrective action undertaken; (4) County and/or FDOT may, but is not obligated to, review independently the progress of the corrective action; (5) if County and/or FDOT determines the corrective action is not being done sufficiently, it shall notify Developer in writing that the operation will cease within seventy-two hours; and (6) within seventy-two hours after receipt of such notice from County and/or FDOT, Developer will stop all work until an

acceptable resolution is reached. If the County and/or FDOT determines a condition exists which threatens the public's safety, the County and/or FDOT may, at its discretion, issue an immediate stop work order.

(h) Maintenance of Traffic. Consistent with FDOT specifications and with the plans, Developer shall have the obligation to establish and to monitor the maintenance of traffic and construction operation during the course of the work so that the safe and efficient movement of the traveling public is maintained. Developer is further obligated to make such changes to the maintenance of traffic plan as may be necessary. During construction, Developer shall take measures, including the placing and display of safety devices that are necessary in order to safely conduct the public through the project area in accordance with County and FDOT requirements or specifications.

(i) Certification. Upon completion of the work in accordance with this Agreement, the Developer shall furnish a set of "as built" drawings certified by an engineer that the necessary improvements have been completed in accordance with the Plans and Approvals, as the same may be modified in accord with the terms of this Agreement. This certification shall include a statement that necessary inspections, tests, and physical measurements have been made, and that to the best of their knowledge, information and belief all materials entering into the work are in general conformance with the Plans and Approvals, or otherwise conform to or meet generally accepted professional practices. The Developer shall also prepare and submit all required certifications to permitting agencies. In addition, Developer shall, at such time, provide the County and/or FDOT with copies of records from the project as the County and/or FDOT may request.

(j) Contamination. In the event contaminated soil is encountered within the public right of way, the Developer shall immediately cease work and notify the County or FDOT, as applicable. The County or FDOT, as applicable, shall coordinate with the appropriate agencies and notify the Developer of any required action related thereto. The County and FDOT shall work with the Developer to determine most feasible action to address contaminated soils including potential design adjustments to avoid such conflicts. The project schedule shall be automatically adjusted to reflect time required to complete such action.

(k) Competitive Bidding Not Required. The parties acknowledge and agree that, pursuant to Section 380.06(15)(d)4, F.S., the Developer is not required to utilize the competitive bidding or negotiating procedures for selection of a contractor or design professional for any part of the construction or design of the Intersection Improvement.

7. Impact Fee Credits. The County and City agree that Developer shall be entitled to road impact fee credits and reimbursement, or credits and reimbursement from the statutorily or locally adopted equivalent of road impact fees, for the full value of Developer's Proportionate Share and other contributions herein required in excess of Developer's Proportionate Share, the value of which may include any and all costs relating to design, permitting, and construction of the Intersection Improvement, utilities relocation, soil remediation and costs incurred by Developer in acquiring additional right-of-way, if necessary; provided, however, that Developer shall not be entitled to impact fee credits for right-of-way owned by the Developer as of the date of this Agreement and later dedicated by Developer for construction of the Intersection Improvement. Developer and the County intend to enter into a separate road impact fee agreement to further document Developer's entitlement to such credits and reimbursement.

8. Satisfaction of DRI Transportation Improvement Requirements. Upon execution of this Agreement and subject to Developer's compliance with the terms and conditions set forth herein, the County, City, and FDOT hereby acknowledge and agree on the following:

(a) the Developer is deemed to have satisfied all requirements under the Development Order, Chapter 380, F.S., and Rule 9J-2, F.A.C., for the mitigation of the traffic impacts of the DRI through build-out of Phase 1;

(b) the Developer is deemed to have satisfied all transportation concurrency requirements under the City's Code of Ordinances and Land Development Code and Section 163.3180, F.S.; and

(c) the Developer is entitled under Chapters 163 and 380, F.S., and Chapter 9J-2, F.A.C., to fully and completely develop Phase 1 through build-out, without regard to whether the Needed Transportation Improvements are actually constructed (with the exception of the Intersection Improvement), and without regard to whether, in the absence of this Agreement, Phase 1 fails to satisfy transportation concurrency at the time of development.

9. Community Development District. Any or all of Developer's funding and/or construction-related obligations set forth in this Agreement may be performed by a community development district created for the DRI pursuant to Chapter 190, F.S. In addition, and without limiting the foregoing, the Developer may perform any financial and/or construction-related obligation herein and be reimbursed by a community development district created for the DRI pursuant to Chapter 190, F.S.

10. Governing Law/Binding Effect. This Agreement shall be interpreted and

governed by Florida Law. Each of the parties hereto warrants and represents that this Agreement is valid, binding and enforceable against them in accordance with the terms and conditions of Florida law.

11. Remedies. The parties hereto shall have all legal and equitable rights and remedies provided by Florida law with respect to the enforcement of this Agreement.

12. Notice of Default. The parties acknowledge and agree that no party shall be considered in default for failure to perform under this Agreement until such party has received written notice specifying the nature of such default or failure to perform and said party fails to cure said default or fails to perform within thirty (30) days of receipt of said written notice.

13. Notices. All notices which are required or permitted under this Agreement shall be given to the parties by certified mail, return receipt requested, hand delivery or express courier and shall be effective upon receipt when delivered to the parties at the addresses set forth below (or such other address as provided by the parties by written notice delivered in accordance with this Paragraph):

For City of Wildwood:

Attn: Robert Smith, Esq., City Manager  
City of Wildwood  
100 N. Main Street  
Wildwood, Florida 34785

With a Copy to:

Jerri A. Blair, Esq.  
Jerri A. Blair, P.A.  
P.O. Box 130  
Tavares, FL 32778

For Sumter County:

Attn: Bradley Arnold, Sumter County Administrator  
7375 Powell Road  
Wildwood, FL 34785

With a Copy to:

George Angeliadis, Esq  
The Hogan Law Firm  
Post Office Box 485  
Brooksville, Florida 34605

For Florida Department of Transportation

Florida Department of Transportation  
Attn: Dan McDermott, Esq.  
719 S. Woodland Blvd.  
DeLand, FL 32720

With a Copy to:

Florida Department of Transportation  
Attn: John Moore  
133 S. Semoran Blvd  
Orlando, FL 32807

For Developer:

Wildwood Springs, LLC  
Attn: Dean Barberree  
5850 T.G. Lee Boulevard, Suite 200  
Orlando, FL 32822

With a Copy to:

Chris Roper, Esq.  
Akerman Senterfitt  
Post Office Box 231  
Orlando, Florida 32802

14. Amendments. No amendment, modification or other changes in this Agreement shall be binding upon the parties unless in writing executed by all of the parties.

15. Assignability. All terms and provisions of this Agreement are binding upon the parties hereto and their respective successors and assigns and all rights, privileges, benefits and burdens created hereunder are covenants running with title to the Property, binding upon and inuring to the benefit of Developer and its successors and assigns. Developer shall have the right to assign its rights and obligations under this Agreement to any of its successors in title to all or any part of the Property and, upon any such assignment, Developer shall thereupon be released and discharged from any and all obligations arising under this Agreement and such successor in title shall be responsible for the timely and competent execution of all obligations arising under this Agreement.

16. Successors and Assigns Bound. The rights and obligations contained in this Agreement shall run with title to the Property and be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto, including any successor in title to the Developer to all or any part of the Property.

17. Recording. The Developer shall record this Agreement in the Public Records of Sumter County at the Developer's expense.

18. Effective Date. This Agreement shall become effective upon the later of the date it is executed by the last party to it or the effective date of the Development Order

19. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute duplicates of one and the same instrument.

20. Force Majeure. No party shall be liable nor be able to terminate this Agreement for any failure to perform hereunder where such failure is proximately caused by a Force Majeure Occurrence. A "Force Majeure Occurrence" shall mean an occurrence beyond the control and without the fault or negligence of the party affected and which by exercise of reasonable diligence the said party is unable to prevent or provide against. Without limiting the generality of the foregoing, force majeure occurrences shall include: acts of nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, acts of foreign combatants, terrorists acts, military or other usurped political power or confiscation, nationalization, government sanction or embargo, labor disputes of third parties to this contract, or the prolonged failure of electricity or other vital utility service. Any party asserting Force Majeure as an excuse to performance shall have the burden of proving proximate cause, that reasonable steps were taken to minimize the delay and damages caused by events when known, and that the other parties were timely notified of the likelihood or actual occurrence which is claimed as grounds for a defense under this clause. Developer shall have the right to continue to proceed with development of Phase 1 despite its inability to commence or complete the Intersection Improvement due to a Force Majeure Occurrence.

[SIGNATURES CONTAINED ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in manner and form sufficient to bind them as of the date set forth hereinbelow.

Witness:

**CITY OF WILDWOOD**

Printed Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: Ed Wolf, Mayor

Title: Mayor

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_ by Ed Wolf, as Mayor, on behalf of **City of Wildwood** He/she  did  did not take oath.

\_\_\_\_\_  
Notary Public

Print Notary Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

My Commission Number: \_\_\_\_\_

- Personally known to me; or
- Produced \_\_\_\_\_ as identification

Witness:

SUMTER COUNTY:

[Signature]  
Printed Name: William Kleinsorge

By: [Signature]  
Name: Don Burgess  
Title: Chairman

[Signature]  
Printed Name: Melissa Elliott

Date: March 22, 2011

COUNTY OF Sumter

The foregoing instrument was acknowledged before me this 22 day of March, 2011 by Don Burgess, as Chairman, on behalf of Sumter County. He/she  did  did not take oath.

[Signature]  
Notary Public  
Print Notary Name: Connie Webb  
My Commission Expires: OCTOBER 25, 2014  
My Commission Number: EE037155



Personally known to me; or  
 Produced \_\_\_\_\_  
as identification

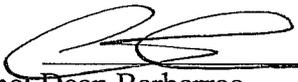
**Developer**

**Wildwood Springs, LLC**, a Florida limited liability company

By: CROSLAND WILDWOOD SPRINGS, LLC, a North Carolina limited liability company, as its Operating Manager

By: CROSLAND WILDWOOD SPRINGS INVESTORS, LLC, a North Carolina limited liability company as its Manager

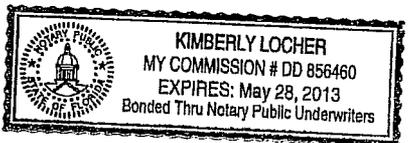
By: CROSLAND MANAGER, LLC, a North Carolina limited liability company, as its Manager

By:   
Name: Dean Barberree  
As Its: Vice President  
Date: 3/15/2011

State of Florida

County of Orange

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of March 2011, by Dean Barberree as Vice President of Crosland Manager, LLC, the Manager of Crosland Wildwood Springs Investors, LLC, the Manager of Crosland Wildwood Springs, LLC, the Operating Manager of Wildwood Springs, LLC, on behalf of the company, who has produced \_\_\_\_\_ as identification or is personally known to me.



Kimberly Locher  
Notary Public, State of Florida  
Commission # DD856460  
My Commission Expires: May 28, 2013

Witness:

FLORIDA DEPARTMENT OF TRANSPORTATION:

Jennifer C Wynn  
Printed Name: Jennifer Wynn

By: Noranne Downs  
Name: Noranne Downs  
Title: District Secretary

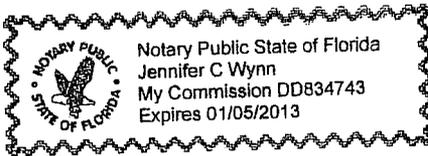
Kerry Marchese  
Printed name: Kerry Marchese

Date: 3-11-11

State of Florida

County of Volusia

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of March 2011, by Noranne Downs as District Secretary, on behalf of the **Florida Department of Transportation** who has produced \_\_\_\_\_ as identification or is personally known to me.



Jennifer C Wynn  
Notary Public, State of \_\_\_\_\_  
Commission # \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

[Signature]  
FDOT LEGAL

Exhibit "A"

LEGAL DESCRIPTION

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.

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 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. Altogether Containing 1047.51 acres more or less.

**Exhibit "B"**

**Needed Transportation Improvements Exhibit**

Wildwood Springs DRI Phase 1

| Roadways                                                                                                                    | Segment                        | Improvement                                                | Total Cost          | Developer's Proportionate Share \$ |
|-----------------------------------------------------------------------------------------------------------------------------|--------------------------------|------------------------------------------------------------|---------------------|------------------------------------|
| US 301                                                                                                                      | CR 470 (East) to CR 470 (West) | 4 Lane Divided                                             | \$6,250,000         | \$503,700                          |
| CR 470                                                                                                                      | CR 501 to Florida's Turnpike   | 4 Lane Divided                                             | \$35,500,000        | \$1,336,200                        |
| <b>Intersections</b>                                                                                                        | <b>Control</b>                 | <b>Improvement</b>                                         |                     |                                    |
| US 301 @ CR 470 W                                                                                                           | Signalized                     | Add EBL lane<br>Signal re-timing                           | \$210,000           | \$66,000                           |
| US 301 @ SR 44                                                                                                              | Signalized                     | Signal re-timing                                           | \$10,000            | \$10,000                           |
| US 301 @ Tpk (SB off-ramp)                                                                                                  | Stop                           | Conduct Warrant<br>Install Signal                          | \$220,000           | \$132,000                          |
| US 301 @ SR 471                                                                                                             | Stop                           | Conduct Warrant<br>Install Signal                          | \$220,000           | \$44,000                           |
| US 301 @ CR 468                                                                                                             | Stop                           | Conduct Warrant<br>Install Signal                          | \$220,000           | \$176,000                          |
| US 301 @ Jarell Avenue                                                                                                      | Stop                           | Conduct Warrant<br>Install Signal                          | \$220,000           | \$44,000                           |
| SR 44 @ CR 468                                                                                                              | Stop                           | Conduct Warrant<br>Install Signal                          | \$220,000           | \$66,000                           |
| CR 470 @ CR 501                                                                                                             | Stop                           | Conduct Warrant<br>Install Signal                          | \$220,000           | \$44,000                           |
| CR 468 @ CR 501                                                                                                             | Stop                           | Conduct Warrant<br>Install Signal                          | \$220,000           | \$88,000                           |
| <b>Intersection - Safety Improvement</b>                                                                                    | <b>Control</b>                 | <b>Improvement</b>                                         |                     |                                    |
| US 301 and CR 468<br>("Intersection Improvement")                                                                           | Stop                           | Realign<br>Intersection<br>(Refer Below)<br>Add Turn Lanes | \$1,364,700         | \$818,800                          |
| <b>Regional Transit Study</b>                                                                                               |                                |                                                            |                     |                                    |
|                                                                                                                             |                                | Transit Study                                              | \$50,000            | \$50,000                           |
| <b>Total (Including Developer's proportionate share of signalization costs for currently unwarranted intersections 3-9)</b> |                                |                                                            | <b>\$44,924,700</b> | <b>\$3,378,700</b>                 |

Intersection Proportionate Share Calculation:

| Intersection               | Proposed Improvement                                     | Intersection Project Trips | Proportionate Share | Total Cost         | Prop. Share Cost |
|----------------------------|----------------------------------------------------------|----------------------------|---------------------|--------------------|------------------|
| US 301 @ CR 470 W          | Add EBL lane<br>Signal re-timing                         | 84                         | 31%                 | \$210,000          | \$66,000         |
| US 301 @ SR 44             | Signal re-timing                                         | 336                        | 100%                | \$10,000           | \$10,000         |
| US 301 @ Tpk (SB off-ramp) | Conduct Warrant<br>Install Signal                        | 394                        | 60%                 | \$220,000          | \$132,000        |
| US 301 @ SR 471            | Conduct Warrant<br>Install Signal                        | 117                        | 20%                 | \$220,000          | \$44,000         |
| US 301 @ CR 468            | Realign Intersection<br>Add Turn Lanes<br>Install Signal | 510                        | 80%                 | \$220,000          | \$176,000        |
| US 301 @ Jarell Avenue     | Conduct Warrant<br>Install Signal                        | 94                         | 20%                 | \$220,000          | \$44,000         |
| SR 44 @ CR 468             | Conduct Warrant<br>Install Signal                        | 220                        | 30%                 | \$220,000          | \$66,000         |
| CR 470 @ CR 501            | Conduct Warrant<br>Install Signal                        | 155                        | 20%                 | \$220,000          | \$44,000         |
| CR 468 @ CR 501            | Conduct Warrant<br>Install Signal                        | 395                        | 40%                 | \$220,000          | \$88,000         |
| <b>Total</b>               |                                                          |                            |                     | <b>\$1,760,000</b> | <b>\$670,000</b> |

**Exhibit "C"**

**Allocation of Developer's Proportionate Share Exhibit**

**Wildwood Springs DRI Phase 1**

| Improvement                                                                 |                                                                                                                                   | Projected Cost Allocation | Allocation From Developer's Proportionate Share | Contribution in Excess of Developer's Proportionate Share |
|-----------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|---------------------------|-------------------------------------------------|-----------------------------------------------------------|
| <b>Other/Studies</b>                                                        |                                                                                                                                   |                           |                                                 |                                                           |
| <b>Transit Study</b>                                                        | Study Contribution                                                                                                                | <b>\$50,000</b>           | <b>\$50,000</b>                                 | <b>\$0</b>                                                |
| <b>Intersection Improvement</b>                                             |                                                                                                                                   |                           |                                                 |                                                           |
| <b>US 301 and CR 468</b>                                                    | Capacity Creating - 4 lane divided urban section of CR 468; Turn lanes on US 301; Traffic Signal<br>Total Intersection (LRE) Cost | <b>\$3,917,110</b>        |                                                 |                                                           |
| <b>Allocation:</b>                                                          |                                                                                                                                   |                           |                                                 |                                                           |
| Intersection Improvement                                                    | Full Intersection Road Construction                                                                                               | <b>\$3,697,110</b>        | <b>\$3,328,700</b>                              | <b>\$368,410</b>                                          |
| Signal Improvement                                                          | Conduct Warrant / Install Signal (Signal +/- \$220,000)                                                                           | <b>\$220,000</b>          | <b>\$0</b>                                      | <b>\$220,000</b>                                          |
|                                                                             | Net Developer Contribution                                                                                                        | <b>\$3,917,110</b>        | <b>\$3,328,700</b>                              | <b>\$588,410</b>                                          |
| <b>Total Developer Contribution (including cost of unwarranted signals)</b> |                                                                                                                                   |                           | <b>Prop Share</b>                               | <b>Excess</b>                                             |
|                                                                             |                                                                                                                                   |                           | <b>\$3,378,700</b>                              | <b>\$588,410</b>                                          |

Exhibit "D"

**Wildwood Springs - Proportionate Share Agreement Commencement Trigger**

**Phase 1 - Land Use**

|                            |        |          | Trip Rate | Net Ext. Trips |
|----------------------------|--------|----------|-----------|----------------|
| Residential SF             | 850    | Units    | 0.84      | 714            |
| Residential MF             | 150    | Units    | 0.64      | 96             |
| Office                     | 0      | SF/1,000 | 16.8      | 0              |
| Med - Den. Office          | 0      | SF/1,000 | 3.8       | 0              |
| Retail                     | 10,000 | SF/1,000 | 10        | 100            |
| <b>Total Phase 1 Trips</b> |        |          |           | <b>910</b>     |

**Trigger 1 - CR 468 and US 301 Intersection (preparation of design plans)**

|                   |     |          | Trip Generation | Total      |
|-------------------|-----|----------|-----------------|------------|
| Residential SF    | 200 | Units    | 0.84            | 168        |
| Residential MF    | 0   | Units    | 0.64            | 0          |
| Office            | 0   | SF/1,000 | 16.8            | 0          |
| Med - Den. Office | 0   | SF/1,000 | 3.8             | 0          |
| Retail            | 0   | SF/1,000 | 10              | 0          |
|                   |     |          |                 | <b>168</b> |

**If net external trips are greater than 168 then the threshold has been achieved**  
 Trigger 1 thresholds identify the need to commence the design plans for the Intersection Improvement, which plans are subject to FDOT approval per the Agreement. The Trigger 1 development threshold is assumed to be 200 single family units. This assumption can be modified using conversion table below. In determining whether thresholds have been met, trips are calculated based on rates shown in this Exhibit, not field counts.

**Trigger 2 - CR 468 and US 301 Intersection (Improvement Construction)**

|                   |       |          | Trip Generation | Total      |
|-------------------|-------|----------|-----------------|------------|
| Residential SF    | 300   | Units    | 0.84            | 252        |
| Residential MF    | 0     | Units    | 0.64            | 0          |
| Office            | 0     | SF/1,000 | 16.8            | 0          |
| Med - Den. Office | 0     | SF/1,000 | 3.8             | 0          |
| Retail            | 5,000 | SF/1,000 | 10              | 50         |
|                   |       |          |                 | <b>302</b> |

**If net external trips are greater than 302 then the threshold has been achieved**  
 Trigger 2 thresholds identify the need for construction of the Intersection Improvement. Trigger 2 development threshold is assumed to be 300 single family units and 5,000 square feet of retail. This assumption can be modified using conversion table below. In determining whether thresholds have been met, trips are calculated based on rates shown in this Exhibit, not field counts.

**Trigger 3 - CR 468 and US 301 Intersection (Intersection Signalization)**

Following completion of the Intersection Improvement, the Trigger 3 threshold shall be met when an engineering study shows that the signal is warranted and when the FDOT has approved the intersection for signalization. In the case where the applicant is requesting signalization, the applicant will be responsible for providing the FDOT the needed engineering study. The applicant will be responsible to conduct one engineering study (signal warrant analysis) if requested by the FDOT.

\* Total Trips shall be calculated at the time that Certificates of Occupancy are received.

\*\* The following development conversion matrix can be used to convert between alternate development program

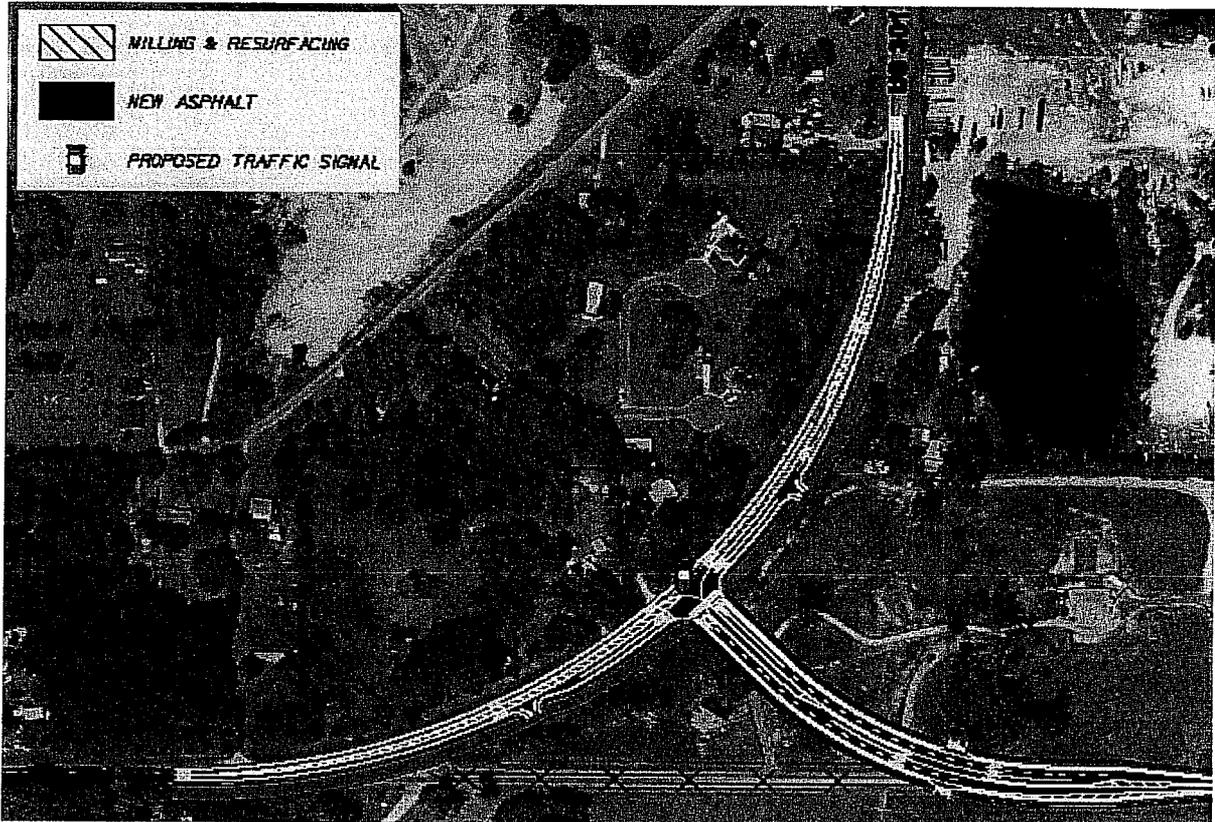
### Wildwood Springs DRI - Land Use Conversion Matrix

| Change To:       | Residential SF | Residential MF | Office     | Med.-Den. Office | Retail      |
|------------------|----------------|----------------|------------|------------------|-------------|
| Change From:     |                |                |            |                  |             |
| Residential SF   | N/A            | 1.39 du/du     | 47 sf/du   | 208 sf/du        | 122 sf/du   |
| Residential MF   | 0.72 du/du     | N/A            | 34 sf/du   | 150 sf/du        | 88 sf/du    |
| Office           | 21.27 du/ksf   | 29.47 du/ksf   | N/A        | 4421 sf/ksf      | 2597 sf/ksf |
| Med.-Den. Office | 4.81 du/ksf    | 6.67 du/ksf    | 226 sf/ksf | N/A              | 587 sf/ksf  |
| Retail           | 8.19 du/ksf    | 11.35 du/ksf   | 385 sf/ksf | 1703 sf/ksf      | N/A         |

**Exhibit "E"**

**Intersection Improvement**

**Wildwood Springs DRI Phase 1**



**Exhibit "F"**

**TERMS & CONDITIONS OF CONSTRUCTION**

1. The DEVELOPER is authorized, subject to the conditions set forth herein, to enter DEPARTMENT right-of-way to perform all activities necessary for the construction of the Intersection Improvement (as described more fully in the Agreement). The Intersection Improvement shall be constructed in accordance with construction plans and specifications to be approved by the DEPARTMENT and consistent with the requirements of the DEPARTMENT, except where the Agreement requires the Intersection Improvement to be constructed to County specifications. The plans shall include an appropriate plan for maintenance of traffic. Should any significant (as defined by §4-3 of Standard Specifications for Road and Bridge Construction, 2010, and as amended from time to time) changes to the plans be required during construction of the Intersection Improvement, the DEVELOPER shall be required to notify the DEPARTMENT of the changes and receive approval from the DEPARTMENT prior to the changes being constructed. The DEPARTMENT reserves the right to adjust the plans to meet the requirements of permits. The DEVELOPER shall be responsible to maintain the area of the Intersection Improvement at all times during construction of the Intersection Improvement. All payment and performance bonds shall name the DEPARTMENT as an additional obligee. All warranties on any product or material used in construction of said Intersection Improvement shall be in favor of the DEPARTMENT. The DEVELOPER shall assure that the Engineer of Record shall perform all necessary post-design services that may be required for the Intersection Improvement.

2. The DEVELOPER shall have the affirmative responsibility to locate all existing utilities, both aerial and underground, and all utility locations shall be represented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility. The DEVELOPER shall be obligated to design around any utility installation for which the conflict cannot be resolved. Said utility work shall be deemed to be undertaken on behalf of and for the benefit of the DEPARTMENT and the DEVELOPER shall assure that utility work schedules are obtained for the Intersection Improvement.

3. The work performed pursuant to this Agreement may require authorization under the Clean Water Act, by the U.S. Environmental Protection Agency for Storm Water Discharges from construction sites. The DEVELOPER is responsible for obtaining the National Pollutant Discharge Elimination System Permit and all other necessary permits for construction of the Intersection Improvement. When applicable, such permits will be processed in the name of the DEPARTMENT; however, in such event, the DEVELOPER will comply with all terms and conditions of such permit in construction of the subject facilities.

4. This Agreement shall act to supersede the normal requirements of the DEVELOPER and/or SUMTER COUNTY to secure separate DEPARTMENT permits for drive-way connection, right-of-way utilization, storm-water discharge and utilities and this Agreement is deemed to constitute such permits.

5. It is expressly agreed by the parties that this Agreement creates a permissive use only and that neither the granting of the permission herein to use DEPARTMENT and/or SUMTER

COUNTY right-of-way nor the placing of facilities upon DEPARTMENT and/or SUMTER COUNTY land shall operate to create or vest any property right in the DEVELOPER or SUMTER COUNTY except as otherwise provided in separate agreements.

6. The DEPARTMENT shall appoint and authorize a single individual to serve as the DEPARTMENT'S representative to coordinate and manage the DEPARTMENT review of DEVELOPER'S activities pursuant to this Agreement. The DEVELOPER shall provide a current construction schedule to the DEPARTMENT'S representative and shall notify the representative at least 48 hours in advance of starting proposed work and again immediately upon completion of work.

7. The DEVELOPER shall utilize only a DEPARTMENT prequalified prime contractor for the Intersection Improvement.

8. The DEVELOPER shall hire a DEPARTMENT qualified CEI firm to perform Verification Testing in accord with the 2010 Standard Specifications for Road and Bridge Construction, and as amended from time to time. The DEPARTMENT shall have the right, but not the obligation, to perform independent testing from time to time during the course of construction of the Intersection Improvement. The CEI firm shall not be the same firm as that of the Engineer of Record for the Intersection Improvement.

9. The DEVELOPER shall require its contractor to post a bond in accordance with Section 337.18, Florida Statutes.

10. The DEVELOPER shall not modify the intent of the design plans or the maintenance of traffic concept without appropriate submission by the Engineer of Record (the "Engineer") and approval by the DEPARTMENT. Provided, however, in the event of an emergency, the DEVELOPER shall immediately make any necessary changes and notify the DEPARTMENT and the Engineer of Record after the modifications.

11. The DEPARTMENT may request and shall be granted a conference with the DEVELOPER and at the DEVELOPER'S option, the DEVELOPER'S CEI firm, to discuss any part of the Intersection Improvement that the DEPARTMENT determines to be inconsistent with the approved design plans and specifications. The DEVELOPER will monitor the corrective action and provide the DEPARTMENT status reports at such intervals as are reasonable, based on the corrective action undertaken, and the DEPARTMENT may, but is not obligated to, review independently the progress of the corrective action. Provided however, if the DEPARTMENT determines a condition exists which threatens the public's safety, the DEPARTMENT may, at its discretion, issue an immediate stop work order.

12. The DEVELOPER shall have the continuous obligation to monitor the maintenance of traffic and construction operation during the course of the Intersection Improvement so that the safe and efficient movement of the traveling public is maintained. The DEVELOPER is further obligated to make such changes to the maintenance of traffic plans as may be necessary. During construction, the DEVELOPER shall take measures, including the placing and display of safety devices that are necessary in order to safely conduct the public through the Intersection Improvement area in accordance with the latest and current version of the Federal Highway Administration Manual on Uniform Traffic Control Devices for Streets and

Highways, and the DEPARTMENT'S 2010 Standard Specifications for Road and Bridge construction and the DEPARTMENT'S 2010 Roadway and Traffic Design Standards, and as those sources may be amended from time to time. The DEVELOPER may assign the responsibility of this paragraph to the Contractor or its' CEI for the construction of the Intersection Improvement.

13. Prior to the Intersection Improvement bidding, the DEVELOPER shall provide a project schedule that includes, at a minimum, the date the Intersection Improvement will be advertised for bid, the bid opening date, the award date and the date of the preconstruction conference; provided, however, that the DEVELOPER is under no obligation to bid the Intersection Improvement pursuant to § 380.06(15)(d)4, Fla. Stat.

14. It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the DEPARTMENT'S right, title and interest in the land to be entered upon and used by the DEVELOPER. The DEPARTMENT will, upon request and a showing of necessity by the DEVELOPER, subject to the District Secretary's approval and execution of a Resolution of Necessity to authorize such action, exercise the power of eminent domain to acquire the property interests necessary for the completion of the US 301 / State Road 35 section of the Intersection Improvement. The COUNTY will, upon request and a showing of necessity by the DEVELOPER, exercise the power of eminent domain to acquire the property interests necessary for the completion of the CR 468 portion of the Intersection Improvement.

15. Upon completion of the work in accord with the Plans, the DEVELOPER shall furnish a set of "as-built" plans certified by the Engineer of Record/CEI that the necessary improvements have been completed in accordance with the Plans as the same may be modified in accord with the terms of this Agreement. This certification shall include a statement that necessary inspections, tests, and physical measurements have been made, and that all materials entering into the work conform to the Plans, conform to the applicable specifications contained in the Standard Specifications for Road and Bridge Construction, 2010 edition as amended, or otherwise conform to or meet generally accepted professional practices. Additionally, the DEVELOPER shall assure that all post construction survey monumentation required by Florida Statutes is completed and evidence of such is provided to the DEPARTMENT in a manner acceptable to the DEPARTMENT. Upon acceptance of right-of-way documents, then the Intersection Improvement shall be deemed accepted by and turned over to the DEPARTMENT and/or the COUNTY, as applicable.

16. In the event contaminated soil is encountered by the DEVELOPER or anyone within the DEPARTMENT right of way, the DEVELOPER shall immediately cease work and notify the DEPARTMENT. The DEPARTMENT shall coordinate with the appropriate agencies and notify the DEVELOPER of any required action related thereto.

17. It is acknowledged by the parties that construction plans and specifications are still being prepared by the DEVELOPER as of the date of this Agreement. Construction of the Intersection Improvement will not commence until the DEPARTMENT has approved the construction plans and specifications as provided for in Paragraph 1 and all required right-of-way has been properly obtained and certified (if applicable) as such by the DEPARTMENT's and/or COUNTY's, as applicable, Right of Way Manager.

18. If applicable, the DEVELOPER shall assure that load ratings are submitted on any vehicular bridge prior to the final submission of the structure plans for DEPARTMENT review. Structures shall not be opened to traffic until a signed and sealed final bridge load rating that meets the Florida legal loads standard is complete.

**AMENDED AND RESTATED DEVELOPMENT ORDER  
WILDWOOD SPRINGS DEVELOPMENT OF REGIONAL IMPACT  
CITY OF WILDWOOD, FLORIDA**

THIS AMENDED AND RESTATED DEVELOPMENT ORDER is entered into and made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between **CITY OF WILDWOOD, FLORIDA**, a Florida municipal corporation (hereinafter called "City") and **WILDWOOD SPRINGS, LLC**, a Florida limited liability company with a mailing address of 5850 T.G. Lee Boulevard, Suite 200, Orlando, FL 32822 (hereinafter called "Owner" or "Developer").

WHEREAS, the Owner owns approximately 1,047.51 acres located in the City of Wildwood, Sumter County, which is legally described in Exhibit "A" attached hereto and made a part hereof (the "Property"); and,

WHEREAS, the Owner intends to develop itself or to sell, bargain, transfer, succeed or assign its interests in the Property to a land developer to develop the Property in accordance with this Amended and Restated Development Order; and,

WHEREAS, § 380.06, Fla. Stat., mandates that developments of the size, density and intensity proposed shall undergo development of regional impact review; and,

WHEREAS, in May 2007, an Application for Development Approval ("ADA") for the Wildwood Springs Development of Regional Impact ("Wildwood Springs DRI") was filed with the City; and,

WHEREAS, it is proposed that the Property may be developed as set forth herein; and,

WHEREAS, the proposed development is not located in an area of critical state concern as designated pursuant to Chapter 380, Fla. Stat.; and,

WHEREAS, pursuant to § 380.06(11), Fla. Stat., the Withlacoochee Regional Planning Council ("WRPC") is required to issue a regional report and recommendation in connection with its review of the Wildwood Springs DRI; and

WHEREAS, on September 18, 2008, the WRPC met and approved the Regional Report and Recommendation relative to the Wildwood Springs DRI (the "Regional Report"); and,

WHEREAS, pursuant to § 380.06, Fla. Stat., the City of Wildwood City Commission is the governing body having jurisdiction over the review and approval of developments of regional impacts located within City of Wildwood, Florida; and,

WHEREAS, in accordance with § 380.06, Fla. Stat., the City Commission conducted a public hearing on October 30, 2008, to review and consider the Wildwood Springs DRI and the related Development Order; and,

WHEREAS, following rendition of the Development Order and submittal and adoption of the related comprehensive plan amendment, the Florida Department of Community Affairs (DCA), through issuance of its Statement of Intent dated December 24, 2008, noted its objections, comments and recommendations as to the comprehensive plan amendment related to the Wildwood Spring DRI, and by appeal to the Florida Land and Water Adjudicatory Commission dated January 8, 2009, DCA noted its objections to the adopted Amended and Restated Development Order; and

WHEREAS, following extensive negotiations between the City, the Developer and DCA, the parties entered into a settlement in January 2010, which resolved all issues raised with regard to the Comprehensive Plan Amendments and the Amended and Restated Development Order; and

WHEREAS, the proposed development has gone through the review process of the various agencies and it is now before the City Commission to approve, approve with conditions or deny the Wildwood Springs DRI pursuant to § 380.06, Fla. Stat.; and,

WHEREAS, this Amended and Restated Development Order conforms the terms and conditions of approval applicable to the Wildwood Springs DRI Amended and Restated Development Order to the comprehensive plan so that this Amended and Restated Development Order is consistent with the comprehensive plan, as amended; and

WHEREAS, on February 22, 2010, the City Commission held a duly noticed public hearing to consider the Stipulated Settlement Agreement relating to the comprehensive plan amendments for the Wildwood Springs DRI and the Amended and Restated Development Order; and

WHEREAS, on March 8, 2010, the City Commission held a duly noticed public hearing to adopt the remedial amendments relating to the comprehensive plan subarea policies for the Wildwood Springs DRI and the adoption of this Amended and Restated Development Order; and

WHEREAS, notice of this hearing date was provided in accordance with law; and,

WHEREAS, at the public hearing on this matter, any member of the general public requesting to do so was given the opportunity to present written or oral communications; and,

WHEREAS, during the public hearing, all parties were afforded the opportunity to present evidence and argument on all issues and submit rebuttal evidence; and,

WHEREAS, this Amended and Restated Development Order shall be recorded in the Public Records in Sumter County, Florida, and shall run with the land.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WILDWOOD CITY COMMISSIONERS, CITY OF WILDWOOD, FLORIDA, IN PUBLIC MEETING DULY CONSTITUTED AND ASSEMBLED THIS \_\_\_\_\_, 2011 THAT THE APPLICATION FOR DEVELOPMENT APPROVAL FOR THE WILDWOOD SPRINGS

DEVELOPMENT OF REGIONAL IMPACT, SUBMITTED BY WILDWOOD SPRINGS, LLC, IS HEREBY ORDERED APPROVED SUBJECT TO THE TERMS BELOW:

SECTION I. DEFINITIONS

1. ACOE – U.S. Army Corps of Engineers
2. ADA – The Application for Development Approval for the Wildwood Springs DRI dated May 31, 2007, as supplemented by the Wildwood Springs Development of Regional Impact First Sufficiency Response dated October 1, 2007, as supplemented by the Transportation Addendum dated October 18, 2007, as supplemented by the Wildwood Springs Development of Regional Impact Second Sufficiency dated February 1, 2008, as supplemented by the Wildwood Springs Development of Regional Impact Third Sufficiency dated May 2, 2008.
3. ADT's – Average Daily Trips.
4. City – City of Wildwood, Florida.
5. City Commission – The City Commission of the City of Wildwood, Florida.
6. DCA or Department – Florida Department of Community Affairs.
7. Developer – Wildwood Springs, LLC, a Florida limited liability company; provided, however, the term "Developer" may refer to that person, persons, entity or entities which has lawfully acquired the rights to develop the Property through sale, bargain, donation, transfer, succession, assignment or combination thereof and regardless of whether same was voluntary or involuntary (i.e. insolvency, liquidation, bankruptcy).
8. Development Order – This Amended and Restated Development Order for the Wildwood Springs DRI, as same may be amended from time to time hereafter.
9. EMP – Environmental Monitoring Plan
10. FDEP – Florida Department of Environmental Protection
11. FFWCC – Florida Fish and Wildlife Conservation Commission
12. GMP – Groundwater Monitoring Plan
13. IPMP – Integrated Pest Management Plan
14. Map H – The master development plan for the Wildwood Springs DRI, a copy of which is dated March 21<sup>st</sup>, 2011, and is attached hereto as Exhibit "B" and incorporated herein.

15. Property – The real property subject to this Amended and Restated Development Order consisting of approximately 1,047.51 acres located in the City of Wildwood and being legally described in Exhibit "A" attached hereto and made a part hereof.
16. SWFWMD – Southwest Florida Water Management District
17. SWPP – Stormwater Pollution Prevention Plan
18. SWQMP – Surface Water Quality Monitoring Plan
19. USFWS – US Fish and Wildlife Service
20. WHMP – Wildlife Habitat Management Plan
21. Wildwood Springs DRI – The Wildwood Springs Development of Regional Impact.
22. WRPC - Withlacoochee Regional Planning Council.

## SECTION II. FINDINGS OF FACT

- A. The Developer filed the ADA with respect to the Property pursuant to Section 380.06, Fla. Stat.
- B. The Property does not lie within an Area of Critical State Concern, according to DCA, authorized by Section 380.05, Fla. Stat.
- C. The Wildwood Springs ADA was reviewed by, and recommendations were received from, the WRPC and the City.
- D. All public hearings as required by Section 380.06, Fla. Stat., were duly noticed and held, and on October 30, 2008, the City Commission adopted the Development Order for the Wildwood Springs DRI, and on \_\_\_\_\_, 2011, adopted this Amended and Restated Development Order.
- E. This Amended and Restated Development Order is substantially consistent with the Regional Report of the WRPC and constitutes approval of the Wildwood Springs DRI.
- F. The City has processed and approved an application to amend its Comprehensive Plan in conjunction with the ADA.
- G. The above recitals are incorporated herein by reference and made a part hereof.
- H. Except for terms defined herein, the definitions contained in Chapter 380, Fla. Stat., and Chapter 9J-2 Fla. Admin. Code, shall govern and apply to this Amended and Restated Development Order.

I. Whenever this Amended and Restated Development Order provides for or otherwise necessitates reviews, approvals, or determinations of any kind subsequent to its issuance, the right to review, approve and determine includes all directly affected governmental agencies and departments set forth under applicable laws and rules.

J. Notice of the hearing date for adoption of this Amended and Restated Development Order was published in accordance with law.

K. In each instance where the Developer is responsible for ongoing maintenance of privately owned facilities or infrastructure, the Developer may assign any or all of its responsibilities to improve and maintain those facilities to an appropriate entity able to fulfill such responsibility consistent with statutory and rule requirements and the conditions of this Amended and Restated Development Order.

L. Pursuant to Rule 9J-2.025, Fla. Admin. Code (2008), the following representations and informational statements are incorporated into this Amended and Restated Development Order and made a part hereof:

1. Name: The name of the development is "Wildwood Springs." The development of regional impact, as approved by this Amended and Restated Development Order, may be referred to as the "Wildwood Springs DRI" or as the "Development" (as the context dictates).

2. Authorized Agent: The Developer may designate one or more authorized agents to act on its behalf. The Developer's authorized agents are, and any and all correspondence and communication may be made to the Developer at the following addresses:

Linda Loomis Shelley  
Fowler White Boggs PA  
101 North Monroe Street Suite 1090  
Tallahassee, FL 32301

Dean Barberree  
Wildwood Springs, LLC  
5850 T.G. Lee Boulevard, Suite 200  
Orlando, FL 32822

3. Principal Entities:

a. The name of the Developer is Wildwood Springs, LLC, a Florida limited liability company, who is also the current owner of the Property and is the principal entity pursuing the ADA for the Wildwood Springs DRI.

b. Wildwood Springs, LLC, has represented, and the City has materially relied upon said representations:

(1) That it is the current owner of the Property;

(2) The developer of the Property may be some person(s) or entity (ies) other than Wildwood Springs, LLC;

(3) Wildwood Springs, LLC, understands and agrees that this Amended and Restated Development Order shall be binding upon it and its heirs, successors and/or assigns, as accepted and agreed to on the last page hereof; and

(4) This Amended and Restated Development Order shall be recorded and shall run with the land.

4. ADA: The ADA for the Wildwood Springs DRI is hereby approved subject to the terms of this Amended and Restated Development Order.

5. Development Description: The Wildwood Springs DRI will be developed as a residentially-based mixed use development with supporting retail/office uses. The proposed development consists of up to 3,000 residential units and up to 225,000 square feet of retail/office uses all in accordance with the ADA, as modified by this Amended and Restated Development Order and Map H. Through the use of the equivalency table contained herein, the maximum number of residential units may increase to 3,700. All residential units in excess of 3,000 are required to be located in the Mixed Use Commercial or Community Residential Areas and conform to the standards of each respective district.

M. Required Specific Findings of Fact

1. Legal Description: The legal description of the Property is contained in Exhibit A.

2. Monitoring Procedures: The monitoring procedures are set forth in Section 4 below.

3. Documents/Materials Incorporated Herein By Reference:

a. The ADA is hereby incorporated into this Amended and Restated Development Order by reference and made a part hereof.

b. The Regional Report issued by the WRPC is hereby incorporated into this Amended and Restated Development Order by reference and made a part hereof.

c. Revised Map H is attached as Exhibit B to this Amended and Restated Development Order and is hereby incorporated into this Amended and Restated Development Order by reference and made a part hereof.

d. The Developer's Annexation Agreement between the City of Wildwood, Florida, and Bigham Farms, Inc., and Wildwood Springs, LLC, dated June 30, 2006, as amended by the Amendment to the Developer's Annexation Agreement between the City of Wildwood,

Florida, and Wildwood Springs, LLC, dated May 23, 2007, is hereby incorporated into this Amended and Restated Development Order by this reference.

e. The Transportation Proportionate Share Agreement between the City of Wildwood, Florida Department of Transportation, Sumter County and Wildwood Springs, LLC as approved by the City of Wildwood Commission on \_\_\_\_\_, \_\_\_\_ 2011, is attached as Exhibit D to this Amended and Restated Development Order.

4. Compliance Dates:

a. The Developer shall have commenced development of the Wildwood Springs DRI within five (5) years after this Amended and Restated Development Order becomes effective; provided, however, that the City may extend such commencement date for good cause (to include adverse market conditions). The phrase "commence development" for purposes of this Amended and Restated Development Order shall mean that the Developer shall have constructed or cause to be constructed any site grading or clearing, infrastructure, roadways, or vertical development.

b. This Amended and Restated Development Order shall expire on December 31, 2031, unless extended by an act of the Legislature or an amendment to this Amended and Restated Development Order duly enacted by the City Commission.

c. The attached Revised Map H sets forth the approved uses and phasing for the Wildwood Springs DRI, and all development of the Wildwood Springs DRI shall be in accordance therewith.

d. The restriction on down-zoning is contained below.

SECTION III. CONCLUSIONS OF LAW

Based upon the Findings of Fact, the City Commission hereby makes the following Conclusions of Law:

A. The City Commission's review of the ADA for the Wildwood Springs DRI has been conducted pursuant to the provisions of § 380.06, Fla. Stat.

B. The City Commission specifically finds that the Wildwood Springs DRI does not unreasonably interfere with the achievement of the objectives of the adopted state land development plan for the portion of the City of Wildwood where the Property is located.

C. The City Commission specifically finds that the Wildwood Springs DRI is consistent with the State Comprehensive Plan as contained in Chapter 187, Fla. Stat. (2008).

D. The City Commission specifically finds that the Wildwood Springs DRI to be consistent with the City's adopted Comprehensive Plan, as amended, and with the City's land development regulations, subject to the terms of this Amended and Restated Development Order.

E. The City Commission specifically finds that the Wildwood Springs DRI is substantially consistent with the Regional Report issued by the WRPC pursuant to § 380.06(12), Fla. Stat. (2008).

F. The ADA for the Wildwood Springs DRI, as modified by this Amended and Restated Development Order, is hereby deemed in substantial compliance with the requirements of § 380.06, Fla. Stat. and Rule Chapter 9J-2, Fla. Admin. Code.

G. This Amended and Restated Development Order constitutes final approval for the Developer to develop the Property subject to and in strict accordance with the terms of this Amended and Restated Development Order and as provided on Revised Map H.

H. Pursuant to § 380.06(15), Fla. Stat., the development approved under this Amended and Restated Development Order is further conditioned upon the Developer being financially responsible for ensuring the adequate provision for the public facilities needed to accommodate the impacts of the Development.

SECTION IV. CONDITIONS OF APPROVAL

A. General.

1. ADA

The Wildwood Springs DRI shall be developed in accordance with the information, data, plans and commitments contained in the Wildwood Springs ADA/DRI and supplemental information incorporated herein by reference, unless otherwise provided by the conditions of this Amended and Restated Development Order. This Amended and Restated Development Order shall prevail over any conflicting information, data, plan or commitments.

2. Phasing

The Property shall be developed in accordance with the phasing schedule below, also shown on Map H.

| <b>Wildwood Springs DRI Phasing Plan</b> |                |                |                |              |
|------------------------------------------|----------------|----------------|----------------|--------------|
| <b>Land Use</b>                          | <b>Phase 1</b> | <b>Phase 2</b> | <b>Phase 3</b> | <b>Total</b> |
| <b>Year (End of Phase)</b>               | 2016           | 2021           | 2026           |              |
| Single Family Residential*               | 850            | 940            | 210            | 2,000        |
| Multi-Family Residential*                | 150            | 310            | 540            | 1,000        |
| Retail Commercial                        | 10,000         | 145,000        | 60,000         | 215,000      |
| General Office                           | 0              | 10,000         | 0              | 10,000       |

- \* To allow for the future potential that more intense development patterns are viable in the market, residential units in excess of the 3,000 units will be permitted provided appropriate modification of the DRI or use of the conversion matrix is completed. All residential units in excess of the 3,000 originally authorized units are required to be located in the MUC or CR Areas and conform to the standards of each respective district.

### 3. Land Use Conversion Matrix

The Developer may increase or decrease the amount of a particular land use within the approved development program by using the Land Use Conversion Matrix attached as Exhibit "C" and incorporated herein. Use of the conversion matrix may increase or decrease the total amount of each land use by no more than the amount allowed for in the substantial deviation criteria identified in Chapter 380.06(19)(b), Fla. Stat., unless this Amended and Restated Development Order is amended to accommodate such a change. It is specifically acknowledged that use of the conversion matrix in such a manner that the minimum and maximum thresholds set forth therein are not exceeded shall not constitute a substantial deviation nor require the filing of a Notice of Proposed Change, although such use of the matrix shall be reflected in the next Notice of Proposed Change. Greater changes than those discussed above, considered cumulatively, shall be subject to the normal development order amendment process. Any time the conversion matrix is used, the DCA, WRPC, and the City must be provided notice of the proposal at least thirty (30) days in advance of the change. Use of the conversion matrix will be reported on an individual and cumulative basis and project impacts documented in the biennial report. The conversion matrix may not be used in a manner that would lower the nonresidential minimum square feet requirements for the Mixed Use Commercial or Community Residential Areas of the Development.

### 4. Owner's Associations and Special Districts

Nothing herein shall be construed as precluding Developer from creating owner's associations, such as homeowner's associations and property owner's associations, and/or special districts, such as community development districts, in order to provide for the financing, management and control of common areas or infrastructure for the Development or for any other purpose allowed by law. Any community development district for the Wildwood Springs DRI that may be approved by the City or the Florida Land and Water Adjudicatory Commission pursuant to Chapter 190, F.S., shall have such powers and the ability to perform any function set forth in Chapter 190, F.S., as may be amended from time to time, including, but not limited to, the power to finance and construct transportation improvements identified in this Amended and Restated Development Order, within or without the boundaries of the community development district. Construction or funding by any such community development district of any project, facility, service or function required by this Amended and Restated Development Order or necessary to serve the development approved by this Amended and Restated Development Order, within or without the boundaries of such district, is expressly approved. If the Developer is required or authorized by this Amended and Restated Development Order to fund or otherwise provide or cause to be provided any infrastructure, project, system or facility set forth in Chapter 190, F.S., then the community development may independently satisfy such obligation. To the

extent any such obligation under this Amended and Restated Development Order is met or performed by the community development district, then the Developer shall no longer be subject to the obligation. In the event that any contributions of land, money (including proportionate share payments), or improvements funded or constructed with funds from a community development district give rise to impact fee credits, then such impact fee credits shall be established in the name of the community development district.

## 5. Areas of Development and Conservation

The Wildwood Springs DRI shall provide for a mix of residential and nonresidential uses; a mix of residential housing types including higher densities of housing; and shall preserve the natural features of the DRI Property. To accomplish this, Wildwood Springs DRI will consist of three distinct areas of development: Mixed Use Commercial Area, Community Residential Area and Neighborhood Residential Areas; and one area of Conservation Areas. Each development area establishes a minimum size in acreage standard. This minimum size is required to be met in aggregate within the DRI boundary. Each development area may be comprised of increments smaller than the overall area minimums and owned by separate ownership entities provided the overall minimum areas size requirements are met or exceeded for each development area within the overall DRI boundary.

a. **Mixed Use Commercial Area (MUC):** The MUC shall be located at the intersection of U.S. 301 and C.R. 468. The MUC shall provide pedestrian connection and vehicular access to U.S. 301 and C.R. 468. The MUC shall provide an area to accommodate a future transit stop along U.S. 301 or C.R. 468. The MUC shall have a minimum of 40 acres and a maximum of 100 acres, and shall consist of a mix of residential dwelling units and a minimum of 75,000 square feet of nonresidential. MUC areas comprising increments smaller than the overall minimum acreage for the overall district shall be permitted whether in common or separate ownership. The minimum average residential density within the MUC shall be 10 units per net residential acre. Residential units within the MUC shall be located within a 10-minute walk of a nonresidential use. Commercial, retail, office, institutional and civic uses that provide local neighborhood level services to the Wildwood Springs DRI and to the nearby Wildwood Area will be located in the nonresidential area.

b. **Community Residential Area (CR):** The CR will provide a location for higher residential density located on the northern side of the property adjacent to the C.R. 468 corridor with the exception of areas where key natural features targeted for preservation exist. The CR area will consist of residential neighborhoods and a Neighborhood Center and will include a minimum of 165 acres. Non-contiguous CR areas comprising increments smaller than the overall minimum acreage for the overall district shall be permitted whether in common or separate ownership. The minimum average residential density within the CR shall be 6 units per net residential acre. The residential neighborhoods shall comply with the Neighborhood Standards. CR will provide for higher residential densities within walking distance of the C.R. 468 corridor that will help support transit. The CR Area shall provide a minimum of 3 pedestrian and vehicular connections to C.R. 468 and shall provide areas to accommodate future transit stops at each connection to C.R. 468, as requested by the transit provider. The Neighborhood Center shall have a minimum area of two (2) acres and will be located at the eastern frontage

entrance on C.R. 468. The Neighborhood Center area will provide for nonresidential uses consisting of small scale commercial, civic, institutional, or recreation uses for a minimum of 15,000 square feet. The Neighborhood Center shall have direct pedestrian access to the adjacent neighborhoods and shall include an area for a transit stop along C.R. 468.

c. Neighborhood Residential Area (NR): The NR shall promote walkable, unique and interesting neighborhoods. To promote overall community connectivity a coordinated pedestrian network will be provided between each adjoining neighborhood within the community. The NR area shall consist of integrated and connected neighborhoods that comply with the Neighborhood Standards set forth below. Adjacent neighborhoods may be combined where larger centralized parks, open space, or civic areas are provided. The NR area will include a minimum of 300 acres and a maximum of 500 acres. Non-contiguous NR areas comprising increments smaller than the overall minimum acreage for the overall district shall be permitted whether in common or separate ownership. The NR will have a maximum of 1,675 units. The minimum average residential density within the NR shall be 4 units per net residential acre.

d. Conservation Area: The Conservation Area shall consist of approximately 169 acres of wetlands, 100-year floodplain, and environmentally sensitive land. No development other than permitted impacts for access, passive recreation areas, permitted mitigation areas or other such permitted passive use areas shall occur in the Conservation Area.

## 6. Development Standards

The following development standards shall apply within the Wildwood Springs DRI:

a. Neighborhood Standards. Within the CR Area and the NR Area, Neighborhoods shall have a neighborhood park, open space such as a central area made up of preservation land, stormwater ponds, or other such areas that can be used for passive recreation and enjoyment or civic area such as a central recreation facility, school, library or other such civic-focused built use that will provide each residential area with a unique identity. Neighborhood areas with CR and NR shall have a diversity of housing types, densities and sizes. Parks, open areas or civic areas will be designed based on neighborhood needs, and may include formal or informal landscaped and preserved areas, and structured hardscape and programmed amenity elements. Neighborhood parks will be placed near the functional center of each neighborhood to ensure that they are “walkable” for the residents in each neighborhood. Each neighborhood within the NR shall be sized and designed based on the principles of a 10 minute walk from the edge to the functional center of the neighborhood, and will be interconnected with pedestrian access between adjacent neighborhoods. Neighborhoods will be organized with a transect of greater density of housing in the functional center of neighborhoods transitioning to less density on the perimeter of each neighborhood. Adjustments will be made where necessary to preserve unique natural features and respond to special site constraints. Neighborhoods will be planned in a form appropriate to create a pedestrian scaled community with a defined sense of place. This will include performance standards to ensure coordinated pedestrian connectivity between land uses such that neighborhoods are interconnected, walkable and bikable.

b. Buildings will have a primary orientation towards streets, parks and open space. Buildings shall be oriented to foster interconnections for both pedestrian and vehicular traffic, and building organization and placement will be designed to create focal points and views of both natural and built features from internal and external roadways. Buildings will be aligned and designed to front public and private streets and open space.

c. The total site will maintain a minimum of 25% open space. Open spaces shall be defined consistent with the definition in the City of Wildwood comprehensive plan.

d. There shall be a minimum of six (6) vehicular and pedestrian connections: four (4) to C.R. 468; one (1) connection to the Eastern boundary; and one (1) connection to the south along C.R. 505. Additional connections will be provided as appropriate based on site constraints and compatibility of adjacent land uses. All connections to a County maintained road will require approval and permitting by Sumter County.

e. Local and residential streets, pedestrian paths, and bike paths shall be included within a system of interconnected routes within the community. Design standards shall encourage pedestrian and bicycle linkages by being spatially defined by uses, existing vegetation, and by discouraging high speed vehicular traffic.

## B. Environment and Natural Resources

### 1. Environmental Monitoring Plan

The Developer shall prepare and maintain an Environmental Monitoring Plan ("EMP"). As a general description, the EMP is the umbrella document/plan which addresses, or attempts to address, all of the various environmental, wildlife and preservation issues as such matters are detailed in the subsections below. The individual parts of the EMP shall be initially submitted to the City of Wildwood Development Services and appropriate state agencies for review and approval as required under applicable law or the terms of this Amended and Restated Development Order on or before the time the first site plan or preliminary plan of subdivision is submitted. The information contained in the EMP, as updated from time to time, shall be included in the Biennial Report. Any revisions to the EMP or any of its sub-parts shall not be considered an action requiring the filing of a Notice of Proposed Change for an Amendment to the Amended and Restated Development Order. Sub-parts of the EMP include, without limitation:

- a. Groundwater Monitoring Plan ("GMP")
- b. Surface Water Quality Monitoring Plan ("SWQMP")
- c. Stormwater Pollution Prevention Plan ("SWPPP")
- d. Wildlife Habitat Management Plan ("WHMP")
- e. Integrated Pest Management Plan ("IPMP")

2. Surface Features, Surface Waters and Ground Waters

a. Protection of Sensitive Subsurface and Karst Features

Geotechnical Analysis: A geotechnical report prepared by a professional engineer shall be used in the design and layout of the Wildwood Springs project, and shall be submitted to the City of Wildwood at the time of and in connection with the site plan or preliminary plan of subdivision for each phase or sub-phase of development in order to ascertain that the Developer has used its best efforts to avoid adverse impacts to sensitive karst and subsurface features in the overall project design and layout of the Wildwood Springs DRI. As part of the report, geological testing as determined by a professional engineer, such as sub-surface borings and/or ground penetrating radar, shall be conducted prior to the siting of stormwater ponds to determine whether the area is appropriate for use.

b. Groundwater and Surface Water Quality Monitoring Requirements

i. In order to effectively monitor the Project's effects on groundwater conditions, the Developer shall provide for the establishment and operation of a GMP.

ii. In order to effectively monitor the Project's effects on surface water quality conditions on-site, the Developer shall provide for the establishment, implementation and operation of an SWQMP at least one year prior to the commencement of construction. Regular and routine inspections shall be conducted throughout the construction process to ensure compliance with the SWQMP.

iii. The SWQMP shall consist of the following components:

(1) Surface water samples shall be collected at key locations sufficient to assess water quality for pre-development and post-development as determined in the SWQMP. The parameters, precise location of stations and time frames for data collection will be approved by the FDEP.

(2) If the FDEP determines that this monitoring program is not necessary to assure water quality conditions, then the Developer shall be relieved of this obligation.

iv. The Developer, its successors or assigns, as applicable, shall establish and implement to the satisfaction of the SWFWMD an inspection and maintenance program for all components of the surface water management system for the Project site to assure proper operation of all components, to include schedules for performance of:

(1) stormwater facility operating inspections on a regular basis;

(2) routine maintenance activities (e.g., mowing, trash removal, etc.);

(3) periodic removal of accumulated silts and other materials to assure maintenance of design capacities of facilities;

(4) appropriate application of permissible fertilizers and chemicals (e.g., herbicides) in the stormwater management facilities for the removal of noxious weeds and retention of desirable aquatic vegetation.

v. The surface water management system shall be designed, constructed and operated so as to ensure that the natural functions and hydro periods of the on-site and off-site wetlands will not be adversely impacted or diminished by reason of the Project.

vi. Best Management Practices: In addition to meeting all requirements of the regulatory agencies, the Developer shall utilize BMPs to control siltation and prevent turbidity during construction activities. These standards can be achieved by utilizing the best available construction techniques for erosion and sedimentation control, as well as meeting the minimum standards for National Pollution Discharge Elimination System (NPDES) permitting.

c. Drainage, Stormwater and Groundwater

i. As part of the overall EMP, the Developer shall prepare a SWPPP upon filing each site plan or preliminary plan of subdivision for the Development incorporating requirements such as: (1) clearing and grading areas only as they are being prepared for construction; (2) stabilizing areas after construction completion; and (3) watering for dust control at the time of construction, unless limiting is required due to hydrologic conditions and SWFWMD warnings.

ii. Stormwater/drainage retention areas (DRA's), including either 'wet' or 'dry' DRAs shall be designed and constructed according to normal and accepted engineering practices and all applicable regulatory standards.

iii. Stormwater management facilities shall adhere to SWFWMD criteria for design, construction, operation, treatment standards and maintenance of such facilities in hydrologic and karst sensitive areas as determined by SWFWMD. Where reasonably feasible, the development shall utilize Low Impact Development (LID) methods to reduce the impact of nutrients on natural wetland systems. These LID methods may include low impact stormwater design consisting of vegetated swales in buffers to eliminate concentrated runoff prior to discharge of treated stormwater; an integrated treatment and conveyance approach to managing stormwater, including the use of curb cuts and swales and/or the reduction of curb where appropriate; rain gardens; pervious pavement; conserving natural areas and wetlands; minimizing development impacts; attempting to maintain site runoff rates; the use of integrated management practices; the implementation of pollution prevention; and proper maintenance and public education.

iv. On-site stormwater treatment for all basins that discharge into the spring head and spring run shall be elevated to 1.5 times normal prior to discharge. Direct concentrated runoff and discharge into the spring head and spring run will be avoided. Where appropriate, vegetated spreader swales will be utilized within the spring head and spring run buffers to reduce impacts of concentrated runoff and to provide a final level of water quality treatment.

v. No building permit shall be issued for development unless and until the Developer provides evidence to the satisfaction of the City that adequate drainage/storm water management facilities will be available concurrent with the impacts of each phase or sub-phase of the Wildwood Springs DRI at the levels of service adopted in the City of Wildwood Comprehensive Plan and all applicable City codes and SWFWMD regulations.

vi. Periodic Inspections. Once the on-site surface water management system is certified to the SWFWMD as being in compliance with all permit requirements, the Developer shall conduct regular engineering inspections of the on-site surface water management system as required by local and state regulations to ensure that the system is being properly maintained in keeping with its design, and is capable of accomplishing the permitted level of stormwater storage/treatment for which it was designed and intended. The results of the regular inspections shall be signed and sealed by the appropriate professional and included in the Developer's biennial report.

d. Soils and Erosion

i. Grading Plan. The Developer shall develop a grading plan that utilizes pre-development topography to the maximum extent feasible. The grading plan shall be provided to the City at the time of and in connection with each application for site plan or preliminary plan of subdivision approval.

ii. Site Disturbance/Erosion.

(1) The Development will be designed to complement the topography and minimize site disturbance and erosion by construction phasing and limited site clearance, while maximizing retention of existing vegetation, timely re-vegetation of cleared areas and preservation of existing grades and slopes in project design and construction.

(2) The Developer will protect on site surface waters from construction impacts through various measures, including the use of staked hay bales and silt screen fences, reducing both erosion and sediment transport into wetland areas.

(3) The Developer will minimize wind erosion from clearing and grubbing operations by performing such operations only on individual parcels of land where construction is scheduled to proceed.

(4) The Developer will minimize fugitive dust through sodding, water sprinkling, seeding, mulching or planting of landscaped material in cleared and disturbed areas.

(5) The Developer shall use BMPs (those BMPs generated by SWFWMD and FDEP) to control soil erosion. A description of specific activities that the Developer will undertake to control soil erosion shall be included in the EMP.

(6) Should any noticeable soil slumping or sinkhole formation become evident before or during construction activities the Developer shall comply with permit conditions of the SWFWMD to develop a plan of action and corrective measures to correct the problem. Once a plan of action and corrective measures are determined, the Developer shall complete the required action/measures in accordance with any permit requirements.

e. Wildlife Habitat Management Plan

i. Except as otherwise allowable by this Amended and Restated Development Order or by permits obtained by the Developer from either the SWFWMD, the FFWCC, the ACOE, the USFWS, or as detailed in a WHMP, site development related activities shall not result in the harming, pursuit or harassment of species classified as Endangered, Threatened or a Species of Special Concern by either the state or federal government in contravention of applicable state or federal laws. Should such species be at any time determined to be residing on, or be otherwise significantly dependent upon the project site, the Developer shall immediately notify the City, the FFWCC and the USFWS and, to the extent required by laws and regulations, the Developer shall cease all activities which might negatively affect that individual or population. The Developer shall provide proper protection, to the satisfaction of all agencies with jurisdiction.

ii. "Harming" and "harassment" as used in this condition shall be defined in the same manner as "harm" and "harass" respectively are defined in 50 C.F.R. §17.3 (2008).

iii. Proper protection and habitat management, designed to the satisfaction of SWFWMD, FFWCC, ACOE, and USFWS, and implemented consistent with applicable law, shall be provided by the Developer through the adoption of the WHMP. The WHMP shall be prepared by the Developer prior to the submission of a site plan or preliminary plan of subdivision. The WHMP shall be subject to review and approval by the City of Wildwood and appropriate state agencies. The WHMP shall include provisions that:

(1) Provide for the protection of gopher tortoise populations through relocation, in phases corresponding to construction schedules, to acceptable on or off-site location(s). Gopher tortoises shall be mitigated in accordance with FFWCC regulations.

(2) Provide for the incorporation or relocation of listed plant species, under the supervision of a qualified professional, into habitat preservation areas where reasonably feasible.

(3) Provide for management of commonly held landscaped areas included as part of the wildlife mitigation or habitat enhancement program, including implementing BMP's for irrigation, fertilizer and pesticide applications;

(4) Provide for financing and professional implementation of the WHMP, which may include the power to assess and lien property owners within the Wildwood Springs DRI for the purpose of insuring adequate funding to implement the purposes set forth herein; and

(5) Designate wildlife habitat preservation areas and implement wildlife habitat enhancement and mitigation measures, as approved in said Plan, in the design and construction of the Development consistent with the requirements of Rule 9J-2.041, Fla. Admin. Code.

iv. The use of pesticides within wildlife habitat preserves or management areas shall be consistent with the requirements of the approved WHMP. Pesticides with a high toxicity to wildlife shall not be permitted.

v. The SWFWMD, ACOE, FFWCC and USFWS shall review those components of the WHMP that are within the particular agency's review or permitting authority contemporaneously with and as a part of the submission and processing of the ecological permits required for development of the Wildwood Springs DRI. The issuance of the ecological permits by the referenced state and federal agencies, or in the case of the USFWS, the inclusion of conditions in the ACOE permit, if applicable, constitutes certification that those components of the WHMP within that agency's jurisdiction have been designed to the satisfaction of the particular identified agency.

vi. Upon approval of the WHMP by the FFWCC, in accordance with their jurisdictional authority, and the City of Wildwood, the WHMP shall be incorporated into the Amended and Restated Development Order by reference and the provisions of said WHMP shall be conditions of the Amended and Restated Development Order. Should future modifications to applicable or federal ecological permits issued by the appropriate agency(ies) result in necessary modifications to the WHMP, then such modifications shall be treated as amendments subject to the provisions of paragraph 380.06(19)(d), Florida Statutes, and shall be presumed to not create a substantial deviation. No site development activities shall conflict or interfere with the achievement of the WHMP's objectives.

vii. Monitoring. The Developer's biennial report shall report on the monitoring and maintenance of habitat preservation areas and identify any proposed revision(s) to the WHMP.

f. Wetlands

i. The Developer shall protect preserved wetland areas through a combination of: (1) Best Management Practices; (2) SWFWMD Environmental Resource Permit ("ERP") permitting criteria; (3) compliance with the rules and regulations of the U.S. Environmental Protection Agency (EPA); (4) NPDES compliance; (5) no net functional wetland loss; (6) a wetland/upland buffer with a minimum width of one hundred and fifty feet (150') around the Fenney Spring head and fifty feet (50') around the associated Shady Brook/Warm Spring Hammock run measured from the Ordinary High Water Mark; (7) a buffer with a minimum 15', average 25' width, for all other jurisdictional wetlands; (8) the provision of augmentation of wetland buffers by native plantings, as appropriate; and (9) conservation easements.

ii. The Developer shall protect on-site surface waters from construction impacts through various measures, including the use of staked hay bales and silt screen fences, in order to protect wetlands from erosion and sediment transport.

iii. In forested wetlands, existing forest should be encompassed within the buffer to preserve habitat value and nutrient uptake.

iv. Management and design of the Project shall be planned to retain wetlands as low maintenance areas. Low maintenance areas could be habitat management areas or buffers, but generally should be free of the turf management practices used for residential lawn areas.

v. Wetlands, spring head and spring run buffers are to remain undisturbed with the following exceptions, as approved by the applicable agency: vegetated swales (in select areas to eliminate concentrated water run off); boardwalks; pervious nature trails; pervious picnic and observation areas; and pervious trails and boardwalks for bicycles or jogging. Such improvements must be located as to minimize harm to any of the potential plant and animal species for which these areas have been set aside to protect. No exotic species of plants shall be allowed within the buffers.

vi. Unless otherwise approved by SWFWMD, no artificial lighting shall be placed within any wetland buffer and no artificial lighting shall be directed toward any buffer or protected wetland.

vii. The Developer will utilize Best Management Practices, and look to resources such as the Fertilizer Task Force and the University of Florida Institute for Food and Agricultural Services, to develop a fertilizer management plan for the community. Such a plan shall be designed to reduce nitrate loading to Fenney Spring and groundwater resources and shall include the creation of a fertilizer free zone over the following: wetlands and wetland buffers, including Fenney Spring and spring head buffer and the associated Shady Brook/Warm Spring Run and spring run buffer; ponds (including stormwater ponds) located on the Property, and the area extending ten feet beyond the edge of such pond(s); and preserved karst features and preserved karst buffers on the Property. The fertilizer management plan shall also contain a requirement that all commercial landscape maintenance providers within the community be

certified by a program that provides fertilizer BMP practices education and that homeowners will be provided education materials regarding proper fertilization usage.

g. Flood Plains

i. The Developer shall comply with any City of Wildwood Flood Hazard Regulations and the SWFWMD flood regulations.

ii. The Developer shall use the best available data regarding floodplains/flood prone areas, as authorized by law and accepted by the SWFWMD at the time of construction plans approval.

iii. The Developer shall not locate any dwelling units within post-development flood-prone areas.

h. Pest Management

i. The Developer shall prepare an IPMP as required by the respective agency rules of the FFWCC, FDEP or SWFWMD. The IPMP shall establish the overall strategy of pest management and shall be submitted for review and approval prior to construction.

ii. The IPMP, as required by respective agency rules, shall include provisions that disallow concentrations in pesticides with high toxicity to wildlife in environmentally sensitive areas.

3. Archeological Resources

a. In the event any archaeological artifacts are discovered during construction, the Developer shall stop construction in that area and immediately notify the City, the WRPC, DCA and the Division of Historical Resources of the Florida Department of State. Proper protection measures, under the supervision of a qualified professional, shall be undertaken to the satisfaction of the City, DCA and the Division of Historical Resources and shall be provided by the Developer, consistent with Rule 9J-2.043, Florida Administrative Code.

b. A minimum 30 foot buffer shall be maintained adjacent to the Adamsville Church and Historic Cemetery located on the northern project boundary, as shown on Map H.

C. Energy

1. The Developer shall provide educational and promotional programs to encourage sustainable development and green building practices to the home builders and home owners. Construction standards endorsed through these programs shall include those that meet the United States Green Building Council (USGBC) Leadership in Energy and Environmental Design

(LEED) program, the Florida Green Building Coalition, the Green Building Initiatives Green Globes program, or any other nationally recognized green building system that is approved by the Department of Management Services (DMS). This program will not mandate or enforce specific sustainable development and green building practices, but rather encourage these practices through communication and education. A primary focus for developer education shall be the importance of planning for green development at the initial stages of development to minimize costs. This educational promotional program may include:

- (a) Green Building Handbook;
- (b) Sales Center Display;
- (c) Web Based Content;
- (d) Cost/benefit analysis information and education for both builders and potential homeowners.

2. Equipment and appliances shall meet Energy Star standards.

3. New homes shall, at a minimum, be designed to meet the water conservation measures contained in City of Wildwood Ordinance No. 612 and shall also provide water efficient options for homes and landscapes that can assist home owners in meeting Water Star certification standards.

4. The Developer shall include in the biennial reports the actions being taken to promote sustainable practices, including submission of current materials being provided and an accounting of development meeting green building standards.

#### D. Public Facilities

##### 1. Water, Wastewater and Reuse

The City of Wildwood shall provide water, wastewater, and, when available, reuse water to the Wildwood Springs DRI in accordance with the Developer's Annexation Agreement between the City and Developer, as amended. The City and the Developer agree to enter into a separate Agreement to further address the provision of water, wastewater and reuse water to the Project.

##### 2. Water Conservation

The Developer shall utilize all of the following water conservation techniques.

(a) Low flush volume toilets will be standard in residential and non-residential construction.

(b) Water-saver shower heads will be offered for residential construction, and used where applicable in non-residential construction.

(c) Automatic shutoff faucets will be used where applicable in non-residential construction.

(d) Rain and soil moisture sensors will be installed on residential and non-residential irrigation systems.

(e) To the extent it is available in reliable and sufficient quantities, non-potable water, including reclaimed and stormwater, shall be used for irrigation purposes within the Project.

(f) Low volume irrigation spray heads as well as drip systems will be used where appropriate for both residential and non-residential landscaping. Residents will be encouraged to use water-conserving devices for additions they might make to their irrigation systems.

(g) A minimum of 75% of all new plant material used in landscaping areas throughout the Development shall be Florida Friendly, as defined by the Florida Yards and Neighborhoods Program. The Developer will ensure that all landscaping design and maintenance on Developer-maintained property conforms to the lawn and landscape practices of the Florida Yards and Neighborhoods Program.

(h) The use of high maintenance sodded or landscaped common areas shall be minimized.

(i) Where feasible, the Developer will eliminate the use of the current varieties of St. Augustine Turf (Floritam) in exchange for more drought tolerant turf types including zoysia, bahia, paspalum or other such turf types classified as drought tolerant.

(j) The Developer shall ensure that irrigation systems operated for the project's common or controlled areas utilize and maintain computerized irrigation based on weather station information, moisture sensing systems to determine existing soil moisture, evapotranspiration rates and/or zone control, to ensure water conservation.

(k) The Developer shall provide for the installation of reuse infrastructure necessary to serve all irrigated areas within the Project at the time of the installation of utility infrastructure for the Project.

(l) A water balance study (dry year and wet year) shall be conducted for the Wildwood Springs DRI and included in the next biennial report following approval of conceptual development plans for the Development. The purpose of the study is to adequately quantify the temporal and volumetric nature of potential water shortages and surpluses for the site, taking into consideration planned areas of recharge and impervious surfaces and utilization of lined retention ponds for the reuse of collected stormwater. The study should also consider water availability via precipitation, off-site reuse water, surface water inflow, and groundwater inflow and pumpage; and water losses via evaporation, evapotranspiration, surface water outflow, infiltration (recharge) and groundwater outflow, and pumpage.

3. Wastewater and Effluent Reuse

a. The Developer shall utilize wastewater resources for irrigation of common areas and individual residential lots when available and make plans for the provision of treated wastewater in the development design and engineering documents.

b. Effluent Reuse. The Developer, to the maximum extent available, shall utilize reuse effluent to irrigate common area landscaping. However, nothing herein is intended to prevent the use of effluent, to the extent excess effluent is available, for residential and commercial irrigation within the Development.

c. The Developer shall model and monitor groundwater characteristics to ensure that potable water resources are not degraded by the land application of treated wastewater. Said modeling and monitoring shall be reported in the biennial report.

4. Refuse Services

The Developer shall provide the City of Wildwood a first right of refusal to provide construction waste services to all development within the Project. All other refuse services shall be provided by the City or City's contracted refuse service provider.

5. Hurricane Preparedness

The Developer should cooperate with the Sumter County Emergency Management Director in preparing, creating and maintaining an Emergency Plan and decision-making guide including provisions for shelter assignments, communications and warning systems. These provisions should include the needs of "special needs" evacuees or other displaced persons living in the development. Should the Developer consider constructing a community center in the future, the Developer shall make every effort to construct a usable shelter space in the event of a catastrophic emergency.

6. Workforce Housing

As adequate affordable housing exists for this Project, no mitigation for workforce housing shall be required.

7. Public Schools

In the event that Developer makes application for school concurrency and there is a determination that there is insufficient capacity for the development that is the subject of said application, the Developer and the Sumter County School Board may enter into a written agreement for mitigation as required by the Public Schools Facilities Element of the Wildwood Comprehensive Plan.

8. Recreational Facilities

The Project shall contain active recreation, such as parks, and passive recreation, such as wetland buffers and conservation areas, as part of the Development's open space. Bicycle lanes or paths shall be located within the Development. These lanes or paths will connect the residential areas with the retail, office and amenity areas and may be interconnected with C.R. 468 and other adjacent properties and multi-modal systems as the City of Wildwood builds out.

9. Police and Fire/Rescue

The Developer shall coordinate with the City of Wildwood and Sumter County to ensure that acceptable emergency response times and the County's ISO rating is maintained. When requested by the City and County, and as part of a separate agreement, the Owner agrees to provide a mutually agreeable location and/or site of approximately one acre for use as a joint facility for County Fire/EMS services. Provision of the site will be by separate agreement between Sumter County and or the City of Wildwood and may be eligible for impact fee credits per Sumter County's fire impact fee ordinance and or such similar ordinances of the City of Wildwood.

E. Transportation

1. Transportation Phasing – For the purposes of transportation conditions, the development of the Property shall be divided into the following traffic phases identified in Table 1 based on reaching any of the following: (1) the final year of the traffic phase; (2) the cumulative net external daily trip level; or (3) the cumulative net external PM peak hour trip level.

Table 1

| Phase   | Net External Daily Trip Generation* | Cumulative Net External Daily Trip Generation* | Net External PM Peak Trip Generation* | Cumulative Net External PM Peak Trip Generation* |
|---------|-------------------------------------|------------------------------------------------|---------------------------------------|--------------------------------------------------|
| Phase 1 | 9,351                               | 9,351                                          | 910                                   | 910                                              |
| Phase 2 | 14,554                              | 23,905                                         | 1,430                                 | 2,340                                            |
| Phase 3 | 7,119                               | 31,024                                         | 659                                   | 2,999                                            |

\* Includes internal capture and pass-by trips

2. Schedule of Improvements

(a) Roadway Improvements – Table 2 lists the regionally significant roadway segments where a significant and adverse impact was identified and the recommended

improvement to mitigate the condition and Table 3 lists the regionally significant intersections where a significant and adverse impact was identified and the recommended improvement to mitigate the condition.

Final costs of the roadway and intersection improvements identified for Phase 1 in Tables 2 and 3 are Three Million Three Hundred Seventy Eight Thousand Seven Hundred Dollars (\$3,378,700.00), which also includes Developer's share of the Regional Transit Study and Developer's proportionate share of any necessary signalization costs identified in Table 3 as set forth in the Proportionate Share Agreement attached as Exhibit D, and is the proportionate share payment amount required under the Rule 9J-2, F.A.C., and Chapters 163 and 380, F.S., to mitigate the transportation impacts through build-out of Phase 1.

In order to maximize the value of Developer's contributions hereunder and ensure the construction of regionally-significant transportation improvements in a manner that coincides with development of Phase 1, the Developer's proportionate share is allocated (i.e., pipelined) to those Needed Transportation Improvements as further defined in the Proportionate Share Agreement attached as Exhibit D

The amount of funds and value of constructed improvements allocated to Developer may be off-set by the impact fees paid by the Developer to the County and/or the City, to be consistent with the Sumter County impact fee ordinance and any such existing or future City of Wildwood Ordinance and to be more specifically defined by separate agreement between Developer and Sumter County and the Proportionate Share Agreement.

Mitigation measures and/or improvements beyond Phase 1 must be secured and committed prior to the Wildwood Springs DRI obtaining building permits for Phase 2 or Phase 3, unless the results of the monitoring and modeling study document that mitigation is not required for the amount of development requested for that phase. Table 2 may be amended based upon the results of the monitoring and modeling study.

Table 2  
Needed Roadway Improvements

| Roadway                                                                                                             | Segment                        | Improvement    |
|---------------------------------------------------------------------------------------------------------------------|--------------------------------|----------------|
| <b>Phase 1 (2016)</b>                                                                                               |                                |                |
| US 301                                                                                                              | CR 470 (East) to CR 470 (West) | 4 Lane Divided |
| CR 470                                                                                                              | CR 501 to Florida's Turnpike   | 4 Lane Divided |
| <b>Phase 2 (2021)</b><br><b>(Timing and need for improvement to be determined by Monitoring and Modeling Study)</b> |                                |                |
| US 301                                                                                                              | CR 466 to Jarrell Avenue       | 4 Lane Divided |
| US 301                                                                                                              | Jarrell Avenue to CR 44A       | 6 Lane Divided |

|                                                                                            |                                      |                |
|--------------------------------------------------------------------------------------------|--------------------------------------|----------------|
| US 301                                                                                     | CR 44A to SR 44                      | 6 Lane Divided |
| US 301                                                                                     | SR 44 to Florida's Turnpike          | 6 Lane Divided |
| US 301                                                                                     | Florida's Turnpike to CR 468         | 4 Lane Divided |
| US 301                                                                                     | CR 468 to CR 470E                    | 4 Lane Divided |
| US 301                                                                                     | CR 470W to CR 476E                   | 4 Lane Divided |
| I-75                                                                                       | Marion/Sumter Co Line to CR 466      | 8 Lane Divided |
| I-75                                                                                       | CR 466 to SR 44                      | 8 Lane Divided |
| CR 468                                                                                     | CR 501 to Project Site               | 4 Lane Divided |
| CR 468                                                                                     | Project Site to US 301               | 4 Lane Divided |
| CR 470                                                                                     | I-75 to CR 529                       | 4 Lane Divided |
| CR 470                                                                                     | CR 529 to US 301                     | 4 Lane Divided |
| CR 470                                                                                     | Florida's Turnpike to CR 48          | 4 Lane Divided |
| <b>Phase 3 (2026)</b>                                                                      |                                      |                |
| <b>(Timing and need for improvement to be determined by Monitoring and Modeling Study)</b> |                                      |                |
| US 441                                                                                     | SR 44 to CR 44                       | 6 Lane Divided |
| US 301                                                                                     | CR 42 to Marion/Sumter Co. Line      | 4 Lane Divided |
| US 301                                                                                     | Marion/Sumter Co. Line to CR 466     | 4 Lane Divided |
| US 301                                                                                     | CR 476 (East) to CR 476 (West)       | 4 Lane Divided |
| SR 44                                                                                      | Sumter/Lake Co. Line to CR 468 North | 6 Lane Divided |
| SR 44                                                                                      | CR 468 North to US 27                | 6 Lane Divided |
| SR 44                                                                                      | US 27 to Main Street                 | 6 Lane Divided |
| CR 468                                                                                     | SR 44 to CR 501                      | 4 Lane Divided |
| CR 470                                                                                     | US 301 to CR 501                     | 4 Lane Divided |
| CR 470                                                                                     | CR 48 to US 27                       | 4 Lane Divided |
| SR 471                                                                                     | US 301 to CR 476                     | 4 Lane Divided |

Table 3  
 Needed Intersection Improvements

| Intersection                                                                                     | Control    | Proposed Improvement                    |
|--------------------------------------------------------------------------------------------------|------------|-----------------------------------------|
| <b>Phase 1 (2016)</b>                                                                            |            |                                         |
| US 301 and CR 470 West                                                                           | Signalized | Timing and add eastbound left turn lane |
| US 301 and SR 44                                                                                 | Signalized | Timing/Phasing                          |
| US 301 and Turnpike southbound off-ramp                                                          | Stop       | Signalize (when warranted)*             |
| US 301 and SR 471                                                                                | Stop       | Signalize (when warranted)*             |
| US 301 and CR 468                                                                                | Stop       | Add Turn Lanes**                        |
|                                                                                                  |            | Signalize (when warranted)*             |
| US 301 and Jarrell Avenue                                                                        | Stop       | Signalize (when warranted)*             |
| SR 44 and CR 468                                                                                 | Stop       | Signalized (when warranted)*            |
| CR 470 and CR 501                                                                                | Stop       | Signalize (when warranted)*             |
| CR 468 and CR 501                                                                                | Stop       | Signalize (when warranted)*             |
| * Mitigation for traffic signalization not required to occur until signal warrants are satisfied |            |                                         |
| ** Needed turn lanes will be identified by Sumter County                                         |            |                                         |

3. Monitoring and Modeling

(a) Methodology – A Traffic Monitoring and Modeling Study ("M&M") shall be performed prior to the initiation of each phase after Phase 1. The M&M shall include the confirmation of the assumptions made in the ADA regarding internal capture. The M&M shall commence with a methodology meeting, which may be initiated once the current development phase is 80 percent complete (based on net external PM peak hour trips) or one (1) year prior to the end of a phase, whichever occurs first.

The M&M shall ascertain the level of service on facilities where the Wildwood Springs DRI is estimated to contribute a significant volume of traffic greater than or equal to 5 percent of the roadway adopted LOS service volume. The City of Wildwood Development Services, Lake-Sumter Metropolitan Planning Organization (MPO), the Florida Department of Transportation (FDOT), the Withlacoochee Regional Planning Council (WRPC), the Florida Department of Community Affairs (DCA), Sumter County, and the Developer shall agree upon the methodology for the M&M. The scope of each monitoring and modeling effort is expected to be similar to that

required for an Application for Development Approval. In the event that all parties cannot come to an agreement on the methodology, the City of Wildwood shall be the final arbiter on City facilities, the FDOT shall be the final arbiter on state facilities, Sumter County shall be the final arbiter on Sumter County facilities, and Lake County shall be the final arbiter on Lake County facilities if any.

As part of the M&M, the project's net external trip generation shall be counted to determine if observed project trips are consistent with Institute of Transportation Engineers (ITE) trip rates. If the observed trip rates are not found to be reasonably consistent with ITE trips rates, then adjustments to the trip rates used in the M&M may be made, as agreed upon by the Developer and the reviewing agencies.

The following roadways are those within the study area that were analyzed for full buildout of the Property. The facilities to be monitored and modeled may include, but shall not be limited to, those segments of the regional roadways within this list and one segment beyond where the Property is estimated to contribute a cumulative amount of traffic greater than or equal to 4.5 percent of the roadway adopted LOS service volume. The analyzed facilities shall include signalized intersections and link analyses of major collector and higher classified roadways and interchange ramp junctions.

The City of Wildwood shall be the administrator of the M&M process unless otherwise agreed to by the City, Developer, and other agencies. The City of Wildwood, WRPC, FDOT, MPO, Sumter County and DCA shall have the right to make reasonable requests for additional information from the Developer to verify adherence to these provisions. The Developer shall provide information toward compliance with these requests.

**Wildwood Springs DRI  
Candidate Monitoring and Modeling Roadways  
(predicted to be significant at buildout)**

|                               |                         |                        |
|-------------------------------|-------------------------|------------------------|
| <b>US 301</b>                 |                         |                        |
|                               | CR 42                   | Marion/Sumter Co. Line |
|                               | Marion/Sumter Co. Line  | CR 466                 |
|                               | CR 466                  | Jarrell Avenue         |
|                               | Jarrell Avenue          | CR 44A                 |
|                               | CR 44A                  | SR 44                  |
|                               | SR 44                   | Turnpike               |
|                               | Turnpike                | CR 468                 |
|                               | CR 468                  | CR 470 (East)          |
|                               | CR 470 (East)           | CR 470 (West)          |
|                               | CR 470 (West)           | CR 476 (East)          |
|                               | CR 476 (East)           | CR 476 (West)          |
| <b>SR 44</b>                  |                         |                        |
|                               | CR 475                  | I-75                   |
|                               | I-75                    | CR 44A                 |
|                               | CR 44A                  | US 301                 |
|                               | US 301                  | Buena Vista Boulevard  |
|                               | Buena Vista Boulevard   | CR 468 South           |
|                               | CR 468 South            | Sumter/Lake Co. Line   |
|                               | Sumter/Lake Co. Line    | CR 468 North           |
|                               | CR 468 North            | US 27                  |
|                               | US 27                   | Main Street            |
| <b>I-75</b>                   |                         |                        |
|                               | Marion /Sumter Co. Line | CR 466                 |
|                               | CR 466                  | SR44                   |
| <b>CR 468 - Lake County</b>   |                         |                        |
|                               | Griffin Road (CR 44C)   | SR 44                  |
| <b>CR 468 - Sumter County</b> |                         |                        |
|                               | SR 44                   | CR 501                 |
|                               | CR 501                  | Project Site           |
|                               | Project Site            | US 301                 |
| <b>CR 470</b>                 |                         |                        |
|                               | I-75                    | CR 529                 |
|                               | CR 529                  | US 301                 |
|                               | US 301                  | CR 501                 |
|                               | CR 501                  | Turnpike               |
|                               | Turnpike                | CR 48                  |
|                               | CR 48                   | US 27                  |
| <b>CR 501</b>                 |                         |                        |
|                               | CR 468                  | NE 50th Way            |
|                               | NE 50th Way             | CR 470                 |
| <b>SR 471</b>                 |                         |                        |
|                               | US 301                  | CR 476                 |
|                               | CR 476                  | CR 48                  |
|                               | CR 48                   | CR 478A                |

(b) Monitoring/Modeling Results/Mitigation – Except as may be otherwise provided for in this Amended and Restated Development Order, the Wildwood Springs DRI shall not commence beyond Phase 1 (an equivalent of 910 net external PM peak hour trip ends) into Phase 2 when service levels are below the minimum service level adopted in the applicable local government's comprehensive plan during the PM peak hour and the Project contributes, or is projected to contribute with the next phase of traffic, five percent or more of the adopted LOS service volume of the roadway or intersection as determined by traffic monitoring in the preceding condition, unless mitigation measures and/or improvements are secured and committed during the phase in which the impacts occur, or unless an alternate mechanism is implemented. This provision shall also apply prior to advancing beyond Phase 2 (an equivalent of 2,340 cumulative net external PM peak hour trip ends) into Phase 3. The schedule of required improvements shall be tied to the development level that the improvement is needed within each phase based upon the results of each M&M. The Amended and Restated Development Order shall be amended, as needed, to incorporate these needs and the commensurate trip level by which the improvement is needed to support project development.

(c) For purposes of this Amended and Restated Development Order, adequate "secured and committed" mitigation measures shall include one of the following:

i. A roadway improvement scheduled for construction within the first three (3) years of the appropriate local government's adopted comprehensive plan capital improvement element (or as otherwise provided in the applicable jurisdiction's capital improvement element) a roadway improvement scheduled for construction within the first three (3) years of the Florida Department of Transportation's Five-Year Work Program.

ii. A binding financially secured and irrevocable commitment by the Developer or other appropriate persons or entities for the design, engineering, land acquisition, and actual construction of the necessary improvements (with the posting of a cash bond, surety bond, irrevocable letter of credit, escrow amount or other security in a form acceptable to the agency of jurisdiction) within the next three (3) years and incorporated by reference into the Amended and Restated Development Order at the next Notice of Proposed Change.

iii. Any other mitigation option specifically provided for in this Amended and Restated Development Order.

iv. Any other mitigation option permitted by law, including a local government development agreement consistent with Chapter 163, F.S., which ameliorates the impact and is incorporated into the Amended and Restated Development Order by amendment.

v. Subject to a binding agreement, the Developer seeks and obtains the implementation of alternate improvements or mechanisms which shall either maintain the adopted LOS at any impacted link, intersection, or interchange junction or implement a reduced LOS standard and/or achieve the adopted LOS standard over an established period of time. The applicable FDOT procedure shall be followed if a reduced LOS standard is sought for a State facility.

vi. Detailed operational analyses of intersection and arterial/corridor level of service can be performed to the satisfaction of the agency with jurisdiction of the impacted facilities that reasonably demonstrates that projected traffic conditions will meet the adopted LOS.

These mitigation measures shall occur by the required threshold in order for the Development to proceed into the subsequent phase. The improvements listed in Table 2 and/or the timing of said improvements may be modified based on the results of the M&M. If the Developer can demonstrate that a portion of a phase or sub-phase does not adversely affect the regional roadway network as determined by the M&M, then the Applicant may proceed with that portion of the phase (and only that portion).

(d) In the event that a roadway widening is identified which is not compatible with adopted policy of the FDOT or local government (e.g., constrained), the Developer, the City of Wildwood, or the party having either maintenance or jurisdictional responsibility for the facility, together with the WRPC, shall determine alternate mitigation solutions to provide for the movement of people, including, but not limited to, transit service and transit facilities.

(e) If the monitoring/modeling results set forth hereinabove show that improvements must be made to transportation facilities, and if mitigation is not provided as set forth in these conditions or as otherwise required pursuant to 9J-2.045(7), then prior to any construction of future phases and subject to the provisions of Section 380.06(15)(e), Florida Statutes, the Developer, the City of Wildwood, and the entity with jurisdiction over the transportation facility may enter into an agreement which ensures that:

a. a proportionate share payment is made by the Developer to the appropriate entity/(ies) to mitigate project impacts;

b. said proportionate share payment by the Developer constitutes adequate provision for the public facilities needed with respect to the road segments to accommodate the impacts of the project through the phase for which the fair share was calculated, as required by Section 380.15(e)(2), Florida Statutes. All such proportionate fair share agreements shall be included in this Amended and Restated Development Order by amendment pursuant to Section 380.06(19), F.S. The formula to be used to determine proportionate share contributions is as follows:

$$\frac{(\text{DRI Trips})}{(\text{SV Increase})} \times \text{Cost} = \text{Proportionate Share}$$

For this formula, DRI Trips is the cumulative number of trips from the development expected to reach the roadway during the peak hour from the phase under development. SV Increase is the change in peak hour maximum service volume of the roadway resulting from construction of the improvement necessary to maintain the desired level of service; and Cost of Improvement is the cost (at the time of Developer payment) of constructing an improvement necessary to maintain the desired level of service, including all improvement associated costs

(engineering design, right-of-way acquisition, planning, engineering, inspection, and other associated physical development costs directly required and associated with the construction of the improvement) as determined by the governmental agency having maintenance obligations over the roadway. Transit service and facilities shall be considered in proportionate share calculations.

#### 4. Area wide Monitoring and Modeling Study

In an effort to evaluate the cumulative and regional implications of the multiple DRI projects approved in the Wildwood South Transportation Area, and to provide regional review and participation in the planning and implementation of transportation improvements to serve this growing area, an Area wide Monitoring Study will be commissioned by the Lake-Sumter MPO, Sumter County, or the City of Wildwood. The Area wide Monitoring Study shall be conducted beginning when the third DRI in the Wildwood South Transportation Area has received approval to move into Phase 2 of its development program and will be updated once every three (3) years henceforth. The Developer shall pay an equal pro rata share not to exceed \$50,000 per study occurrence, subject to increase only pursuant to the Consumer Price Index, with the other DRI projects in the Wildwood South Transportation Area that share this condition. The Developer shall continue to participate in the funding of the Area wide Monitoring Study until building permits have been issued for 95% of the Wildwood Springs DRI project buildout. The Area wide Monitoring Study may be used by local agencies for information purposes only and shall not in anyway affect, impact or alter the approvals and entitlements of the Wildwood Springs DRI, as provided in this Amended and Restated Development Order and/or any related agreements. The Area wide Modeling Study shall be based on the following principles:

- a. Conform to professional standards and address those questions contained in Question 21 of the DRI Application.
- b. Have an approved methodology by the reviewing agencies, including the City of Wildwood, Sumter County, Lake-Sumter MPO, FDOT District V, and the WRPC.
- c. Each Area wide Monitoring Study should measure development impacts for a period of five (5) years into the future unless different time frames are agreed to in the methodology.
- d. Alternative travel modes, such as mass transit and other strategies, shall be considered in the analysis and in the mitigation of identified transportation needs and deficiencies.
- e. Use available data, where practical, in conducting the study. Such data may include the trip generation and origin-destination data obtained in the individual DRIs' Transportation Impact Monitoring Studies, M&M studies, Lake-Sumter CMS data, and other information that may be available through the Developer, Sumter County, City of Wildwood, the FDOT and others.

f. The City of Wildwood, in consultation with Sumter County and FDOT shall be responsible for determining the scheduling and refinement of these provisions.

5. Interconnectivity and Transit

a. In coordination with the Lake-Sumter MPO and Sumter County, the Wildwood Springs DRI will provide areas for bus stops and transit provisions on CR 468.

b. The Wildwood Springs DRI will participate in a regional transit study being conducted by the Lake-Sumter MPO. The Wildwood Springs DRI, along with other DRIs in the area, will fund the cost of the study. The Wildwood Springs DRI will pay an equal pro rata share of the study, up to \$50,000 and will be paid to Sumter County within thirty (30) business days of a written demand from the LS-MPO, but not sooner than ninety (90) days after the Effective Date of the DO.

c. The Developer shall provide bicycle/pedestrian facilities throughout the development. The Developer shall also provide design guidelines for internal bicycle/pedestrian facilities/amenities, including connections to and parking facilities at various commercial sites, as well as connections to any external bicycle or pedestrian facilities as part of its overall design guidelines to be developed prior to the initial development phase preliminary plan approval process and approved by the City of Wildwood. These multi-modal trails will be maintained by either a homeowner's association or a community development district, but are not the obligation of the City.

d. The Developer shall consider, in conjunction with the relevant agencies, during the site planning stage of the development, future bicycle and pedestrian facilities along or parallel to CR 468.

e. The Developer shall provide roadway connections, as well as bicycle and pedestrian connections to adjoining properties and developments, as well as within the development, as shown on Map H.

f. In order to minimize impacts to the roadway network, parcels within the Wildwood Springs DRI shall, subject to environmental constraints, be interconnected to the maximum extent feasible as determined by the City and County. The Wildwood Springs DRI will generally be connected to existing neighborhoods and will tie into local streets, where feasible and as deemed appropriate by the City and County. The Master Developer shall cooperate with any City-supported efforts to continue roadways from or through the Property with other roadway facilities that are hereafter endorsed by the City and County.

g. The Developer agrees to construct primary access points and principal internal circulation roadways with sufficient geometry to accommodate vehicular transit.

6. Proportionate Share Mitigation

Final costs of the roadway and intersection improvements identified for Phase 1 in Tables 2 and 3 are Three Million Three Hundred Seventy Eight Thousand Seven Hundred Dollars (\$3,378,700.00), which also includes Developer's share of the Regional Transit Study and Developer's proportionate share of any necessary signalization costs identified in Table 3 as more specifically identified in the Proportionate Share Agreement attached as Exhibit D, and is

the proportionate share payment amount required under Rule 9J-2, F.A.C., and Chapters 163 and 380, F.S., to mitigate the transportation impacts through build-out of Phase 1.

7. Right of Way Dedication

a. The Developer agrees to dedicate right-of-way to Sumter County sufficient for the widening of CR 468 to a right-of-way width of up to 160 feet, in areas where right-of-way has not already been dedicated from the Property. Where the Property abuts only one side of CR 468, Developer shall be responsible for only one half of the right-of-way width, as measured from the centerline of the existing road.

b. Developer shall maintain the connection of CR 505 to the north and south of the Property. The Developer may alter the alignment and configuration of CR 505 through the Property, provided it maintains access and connection of this corridor to CR 468. CR 505 shall remain a two-lane road through the Property and Developer shall dedicate right-of-way as necessary to accommodate any alteration to the alignment or configuration of CR 505 made by Developer.

c. Nothing contained herein shall be construed as precluding Developer from obtaining impact fee credits for the dedication of any right-of-way when such credits are otherwise allowed by law.

8. Intersection of US 301/CR 468

The Developer agrees to a sixty percent (60%) share of the needed improvements at the intersection of US 301/CR 468 to address the safety problem. The overall cost of the safety improvement will be shared with other DRIs in the area.

9. Site Access Analysis

The Developer shall provide any needed site access improvements or modifications necessary to accommodate access to the Development.

SECTION V. LOCAL MONITORING

A. The City shall have the primary responsibility for enforcing the provisions of this Amended and Restated Development Order.

B. Compliance with the terms and conditions of this Amended and Restated Development Order shall be monitored through the provisions of the established review and approval process for development pursuant to the City's monitoring procedures. The City Manager, or his/her authorized designee, shall be the official responsible for monitoring compliance by the Developer with this Amended and Restated Development Order.

SECTION VI. COMPLIANCE DATES

The Developer and the City of Wildwood estimate that approximately twenty years will be required to complete the development described in the Amended and Restated Development Order. Accordingly, this Amended and Restated Development Order shall terminate on December 31, 2031.

#### SECTION VII. RESTRICTIONS ON DOWN ZONING

Until December 31, 2031, the approved development described in this Amended and Restated Development Order shall not be subject to down zoning, unit density reduction or intensity reduction unless the City can demonstrate that substantial changes in the conditions underlying the approval of this Amended and Restated Development Order have occurred, or that this Amended and Restated Development Order was based upon substantially inaccurate information provided by the Developer, or that the change is clearly established by the City to be essential to the public health, safety or welfare.

#### SECTION VIII. BIENNIAL REPORTING REQUIREMENTS

A. The Developer shall submit a biennial report on or before October 30, 2013 and each alternating year thereafter throughout the term of this Amended and Restated Development Order. The biennial report shall be submitted on the appropriate form to the City, WRPC, DCA, and all affected permitting agencies. The contents of the biennial report shall comply with the relevant conditions of approval of this Amended and Restated Development Order, Subsection 380.06(18), Fla. Stat., and Rule 9J-2.025(7), Florida Administrative Code, including the following:

1. Any changes in the plan of development or in the representations contained in the ADA, or in the phasing for the reporting year and for the next year.
2. A summary comparison of development activity proposed and actually conducted for the year.
3. Identification of undeveloped tracts of land other than individual single family lots that have been sold by the Developer to a separate entity or developer.
4. Identification and intended use of lands purchased, leased or optioned by the Developer adjacent to the Property since the original Development Order was issued.
5. An assessment of the Developer's and the County's compliance with the conditions of approval contained in this Amended and Restated Development Order and the commitments, obligations, covenants, liabilities and responsibilities which are contained in the ADA and which have been identified by the City, WRPC, or DCA as being significant.
6. Any known incremental DRI applications for development approval or requests for a substantial deviation determination that were filed in the reporting year or which are to be filed during the next year.

7. Any indication of a change in local government jurisdiction for any portion of the Wildwood Springs DRI since this Amended and Restated Development Order was issued.

8. A list of significant local, State and Federal permits which have been obtained or which are pending or for which application has been made by agency, type of permit, permit number and purpose of each.

9. A statement that all persons or entities have been sent copies of the biennial report in conformance with Section 380.06(15)(f), Fla. Stat.

10. A copy of any recorded notice of the adoption of a development order or the subsequent modification of an adopted development order that was recorded by the Developer pursuant to Section 380.06(15)(f), Fla. Stat.

B. If the City does not receive the biennial report or receives notification that the WRPC, DCA, or any affected permitting agency has not received a report, the City shall request in writing that the Developer submit the report within 30 days. The failure to submit the report after 30 days shall result in the temporary suspension of this Amended and Restated Development Order by the City.

#### SECTION IX. SUBSTANTIAL DEVIATIONS

A. No change shall be made to this Amended and Restated Development Order or to the approved land uses, unless and until the City has approved and authorized the change.

B. The Developer shall fully comply with Subsection 380.06(19), Fla. Stat., regarding "substantial deviations."

#### SECTION X. RECORDING

This Amended and Restated Development Order or any subsequent modification of this Amended and Restated Development Order shall be recorded by the Developer in accordance with Section 28.222, Fla. Stat., with the Clerk of the Circuit Court for Lake County, Florida, at the Developer's expense immediately after the Effective Date of this Amended and Restated Development Order or any subsequent modification of this Amended and Restated Development Order in compliance with Section 380.06(15)(f), Fla. Stat.. The recording of this Amended and Restated Development Order shall not constitute a lien, cloud, or encumbrance on the Property, or actual or constructive notice of any such lien, cloud, or encumbrance on the Property.

#### SECTION XI. EFFECT OF AMENDED AND RESTATED DEVELOPMENT ORDER

This Amended and Restated Development Order governs all conditions and requirements for development of the Property. This Amended and Restated Development Order shall not become effective until the Comprehensive Plan Amendment associated herewith becomes effective and all applicable appeals periods have expired. The filing of a Notice of Appeal

pursuant to Section 380.07, Fla. Stat., will also stay the effectiveness of this Amended and Restated Development Order. The Amended Restated Development Order shall also require the approval of the proportionate share agreement for Phase 1 by all parties.

SECTION XII. OWNER/DEVELOPER CONSENT

The Owner and Developer, by executing this Amended and Restated Development Order, acknowledge that this Amended and Restated Development Order is binding upon the Property, and the conditions of approval contained herein apply to and control all further development of the Property.

[CONTINUED ON NEXT PAGE]

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2011

CITY OF WILDWOOD, FLORIDA

BY: \_\_\_\_\_  
Ed Wolf  
Mayor

ATTEST

\_\_\_\_\_  
Joseph Jacobs, City Clerk  
Date: \_\_\_\_\_

"Owner" and "Developer"

WILDWOOD SPRINGS, LLC, a Florida limited liability company

By: CROSLAND WILDWOOD SPRINGS, LLC, a North Carolina limited liability company, as its Operating Manager

By: CROSLAND WILDWOOD SPRINGS INVESTORS, LLC, a North Carolina limited liability company as its Manager

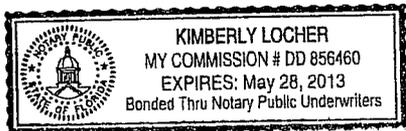
By: CROSLAND MANAGER, LLC, a North Carolina limited liability company, as its Manager

By: \_\_\_\_\_  
Name: Dean Barberree  
As Its: Vice President

State of Florida

County of Orange

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of April 2011, by Dean Barberree of Crosland, as Vice President & Crosland Manager behalf of the company, who has produced \_\_\_\_\_ as identification or is personally known to me.



Kimberly Locher  
Notary Public, State of Florida  
Commission # DD 856460  
My Commission Expires: May 28, 2013

Exhibit "A"

LEGAL DESCRIPTION

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.

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 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. Altogether Containing 1047.51 acres more or less

Exhibit "B"

MAP H



**Exhibit "C"**

**Wildwood Springs DRI - Land Use Conversion Matrix**

| Change To:       | Residential SF | Residential MF | Office     | Med.-Den. Office | Retail      |
|------------------|----------------|----------------|------------|------------------|-------------|
| Change From:     |                |                |            |                  |             |
| Residential SF   | N/A            | 1.39 du/du     | 47 sf/du   | 208 sf/du        | 122 sf/du   |
| Residential MF   | 0.72 du/du     | N/A            | 34 sf/du   | 150 sf/du        | 88 sf/du    |
| Office           | 21.27 du/ksf   | 29.47 du/ksf   | N/A        | 4421 sf/ksf      | 2597 sf/ksf |
| Med.-Den. Office | 4.81 du/ksf    | 6.67 du/ksf    | 226 sf/ksf | N/A              | 587 sf/ksf  |
| Retail           | 8.19 du/ksf    | 11.35 du/ksf   | 385 sf/ksf | 1703 sf/ksf      | N/A         |

Exchange Examples:

Add 47 square feet of Office space by reducing Residential Single Family by 1 unit

Add 11.35 MF Dwelling Units by reducing Retail by 1K SF

Trip Rates used in Exchange are based on PM peak two-way trip generation as shown below

| Land Use         | Units/Sq Ft | PM Peak Trips | Trip Rate |
|------------------|-------------|---------------|-----------|
| Residential SF   | 2,000       | 1589          | 0.79      |
| Residential MF   | 1,000       | 568           | 0.57      |
| Office           | 5,000       | 84            | 16.80     |
| Med.-Den. Office | 5,000       | 19            | 3.80      |
| Retail           | 215,000     | 1390          | 6.47      |
|                  |             | 3650          |           |

Land Use Exchanges are based on PM peak hour two-way trip generation. Use of this matrix shall be limited to the following minimums and maximums so that a mix of uses is maintained.

| Land Use         | Minimum | Current | Maximum |
|------------------|---------|---------|---------|
| Residential SF   | 1,500   | 2,000   | 2,500   |
| Residential MF   | 750     | 1,000   | 1,250   |
| Office           | 2,500   | 5,000   | 7,500   |
| Med.-Den. Office | 2,500   | 5,000   | 7,500   |
| Retail           | 160,000 | 215,000 | 270,000 |

**Exhibit "D"**  
**Proportionate Share Agreement**

**TRANSPORTATION PROPORTIONATE SHARE AGREEMENT  
WILDWOOD SPRINGS DEVELOPMENT OF REGIONAL IMPACT  
CITY OF WILDWOOD, FLORIDA**

Adopted by City of Wildwood Commission on \_\_\_\_\_ - - 2011.

## **2. REPORTS AND PUBLIC INPUT**

### **SPECIAL PRESENTATION:**

- **(First):** Proclamation declaring the month of April 2011 as “NATIONAL LANDSCAPE ARCHITECTURE MONTH” – Michael Pape, Landscape Architect to accept proclamation (Attachment)
- **(Second):** Introduction of Rural/Metro Ambulance services (NO Attachment)
- **(Third):** Presentation by Dan Allen of BFA – Water; Wastewater; Reclaimed Water Transmission System Update (**BINDER ATTACHMENT IN PACKET**)

#### **(a) CITY MANAGER:**

##### **NOTES: (2.f.)**

None

##### **REPORTS: (2.f.)**

(See “f” below)

#### **(b) CITY ATTORNEY:**

(1)

#### **(c) CITY CLERK:**

(1)

#### **(d) COMMISSION MEMBERS:**

(1)

#### **(e) PUBLIC FORUM:**

(1)

#### **(f) NOTES/REPORTS/FILED ITEMS:**

##### **CITY MANAGER (2.a.) (f.):**

1. **FYI** – LSMPO letter supporting our efforts relative to the Emergency/Pedestrian Signal on US301 and Rutland Street (heart of community) (Attachment)
2. **FYI** – Sumter County BOCC letter reaffirming their financial commitment for and supporting our efforts relative to the Emergency/Pedestrian Signal on US301 and Rutland Street (Attachment)
3. **FYI** – Information regarding the emergency purchase of a lift station pump (Attachment)
4. **FYI** – Quarterly Report from Gene Kornegay, PWD (Attachments)
5. **FYI** – REMINDER – Monday, April 18<sup>th</sup> @ 5:30 PM - City Commission Workshop to discuss Mid Year Budget Analysis Report (NO Attachments)

# PROCLAMATION

**WHEREAS**, the profession of Landscape Architecture enhances our City through the skillful and artful creation of safe, functional, accessible, secure, and aesthetically pleasing public and private places, and...

**WHEREAS**, by integrating site analysis, design, master planning, and technical skills, Landscape Architects are dedicated facilitators helping to lead the way in creating beautiful, functional, and environmentally sound places in which we live, work, and play, and...

**WHEREAS**, Landscape Architects through planning and design with careful stewardship of land and water resources, serve to preserve, protect, and conserve our nation's scenic beauty, unique and fragile ecosystems, and treasured natural resources, and...

**WHEREAS**, the profession of Landscape Architecture fosters and promotes economically and ecologically sustainable development for our citizens' present enjoyment while insuring the same opportunity for future generations, and...

**WHEREAS**, the profession of Landscape Architecture is regulated by all 50 states in the Union on the basis of its recognized significance in protecting the public health, safety, and welfare, and...

**WHEREAS**, Landscape Architects, both in the public and private sector, help shape the development of the City of Wildwood, and many—through dedication to their discipline—have donated their time and talent to serve the community in constructive ways...

**NOW THEREFORE**, the City Commission of Wildwood, Florida, hereby commends Landscape Architects for their work and recognizes the month of April 2011, as

## "NATIONAL LANDSCAPE ARCHITECTURE MONTH"

and calls upon all citizens of the City of Wildwood to recognize and appreciate the accomplishments of the Landscape Architectural work in the city and surrounding areas.

**DONE AND RESOLVED** by the CITY COMMISSION of the CITY OF WILDWOOD, FLORIDA, in regular session this 11<sup>th</sup> day of April 2011.

SEAL

CITY COMMISSION  
CITY OF WILDWOOD FLORIDA

By: \_\_\_\_\_  
Ed Wolf, Mayor

ATTEST: \_\_\_\_\_  
Joseph Jacobs, City Clerk

## TECHNICAL MEMORANDUM DRAFT

Date: April 4, 2011

To: City of Wildwood

Re: Water, Wastewater, and Reclaimed Water  
Transmission System Update

---

### SECTION I - BACKGROUND

#### 1.1 Purpose

The purpose of this Technical Memorandum (TM) is to provide a summary of the model development and model results of the Water, Wastewater, and Reclaimed Water Transmission System Update and to present relative cost analysis of Wastewater Treatment Plant site alternatives. The following provides a summary of the existing conditions, proposed improvements, and various modeling scenarios for each system.

#### 1.2 Project Description

The City of Wildwood, located in central Sumter County, is a regional provider of water, wastewater, and reclaimed water services. In 2005, BFA developed a Master Plan for the City based on the planned growth in their service area. Over the past 5 years, the City has made changes to the service area, land use, and demand projections based on the changing growth patterns in the City's service area. The City has also recently adopted a Comprehensive Plan that reflects these planning level changes.

To be consistent with the recently adopted Comprehensive Plan, the City requires an update of the transmission system analysis previously included in the 2005 Master Plan. The Transmission System Update will include hydraulic modeling of the water, wastewater, and reclaimed water systems based on the projected growth within the City's service area. In addition, the City now has available land area to expand its existing wastewater treatment plant (WWTP). The previous wastewater transmission system analysis was based on treatment being provided at four facilities: the existing WWTP, a future WWTP at the proposed Landstone Development, and two package treatment plants. This report will evaluate and provide a conceptual costing analysis for a single WWTP and an updated two-WWTP alternative.

The planning period for this project is 2035. The primary scope of services for the Transmission System Update is as follows:

- Data collection;
- Hydraulic model development and modeling of various scenarios;
- Model results analysis and transmission system improvement maps; and
- Wastewater treatment facility alternatives analysis.

### 1.3 Data Collection

Data gathering focused on compiling available information and identifying sources of information necessary to provide an update of the hydraulic model for each system. The following data was provided by the City:

- Existing and future land use within the City's service area, including the Joint Planning Area (JPA);
- Historical and projected water demand and wastewater flow data (water demand and wastewater flow projections are summarized in documents provided by the City and are included in **Appendix A**);
- Planned developments within the service area;
- Water, wastewater, and reclaimed system components in GIS including water and wastewater plants, storage facilities, pumping stations, transmission/distribution pipes, effluent disposal sites, and reclaimed water users; and
- Topographic information.

## SECTION II – WATER TRANSMISSION SYSTEM

### 2.1 Model Development

Based on the available data provided by the City, a hydraulic model was developed utilizing H2OMAP Water GIS Suite 8.0 for the water transmission system to identify necessary storage, pumping, and transmission system improvements to meet the projected 2035 water demand. The following assumptions/conditions and system elements are included in the model.

- Existing pipes 8-inch in diameter and larger were included in the model for all model scenarios. Pipes 6-inch in diameter were only included when looped with larger pipes. Smaller pipes were not included in the hydraulic analysis.
- By 2035, potable water will be supplied to the City's service area from the future Champagne Farms WTP and an expanded CR501 WTP. All other existing WTPs are no longer in service.
- The existing CR214 Storage and Pumping Facility (SPF) would remain in service and possibly be expanded to serve the northeast of the City's service area.
- The future demand at 2035 was analyzed to determine future transmission main layout and sizing (an average daily flow (ADF) of 15.75 MGD).
- The demand was allocated to the model junctions using H2OMAP Water's Demand Allocator. The Polygon Intersection method was utilized to allocate flows from different land use parcels in the GIS layer to the closest junctions.
- Three demand scenarios were modeled to simulate/determine system capacity and reliability. Demand scenarios include Average Daily Flow (ADF), Max Day Flow plus Fire Flow (MD), and Peak Hour Flow (PH).

## 2.2 Modeling Criteria

The effectiveness of the hydraulic model utilized as a planning tool is highly dependent on the accuracy of the assignment of hydraulic modeling parameters. Hydraulic design parameters used as model inputs include junction demands, design flow peaking factors, pipe friction factors, pump curves and junction elevations. Assignment of pipe friction factors and allocation of demands in the system have the most significant impact on model results. Appropriate Hazen-Williams C-factors were assigned initially based on pipe material, age, and size. A C-factor of 120 was utilized for existing pipes under 16-inch, and a C-factor of 135 was used for new pipes or existing pipes 16-inch and above.

**Table 2-1** is a summary of the hydraulic design parameters for water transmission system used for this analysis.

**Table 2-1 Hydraulic Design Parameters for Water Transmission System**

| Parameter              | Description               | Values       |
|------------------------|---------------------------|--------------|
| Design Pressures       | Min (Max Day + Fire Flow) | 40 psi       |
|                        | Min (Peak Hour)           | 30 psi       |
|                        | Max                       | 80 psi       |
|                        | Normal                    | 40 to 70 psi |
| Design Peaking Factors | Peak Hour/Avg. Day        | 3            |
|                        | Max Day/ADF               | 1.5          |
| Design Velocities      | Max                       | 7 fps        |
| Fire Flow (FF)         | Residential               | 500 gpm      |
|                        | Commercial & Multifamily  | 1,500 gpm    |
|                        | Industrial, DRI 1 & DRI 4 | 3,000 gpm    |
| Model Scenarios        | Average Day               | 15.75 MGD    |
|                        | Max Day + Fire Flow       | --           |
|                        | Peak Hour                 | 47.25 MGD    |

## 2.3 Model Results

Based on the modeling criteria in **Table 2-1**, three model scenarios were run with various proposed system improvements, including improvements to WTPs, SPFs, and transmission piping. These improvements are shown in **Figure 1** and summarized as follows.

### WTPs

- CR501 WTP: Improvements are required to increase the facility's capacity to 15.1 MGD (Peak Hour) with an operating pressure of 56 psi.
- Champagne Farms WTP: The future Champagne Farms WTP has an operational capacity of 15.3 MGD (Peak Hour) and an operating pressure of 73 psi.

SPFs

- Existing CR214 SPF: Additional storage and pumping is required to maintain the level of service in the northeast portion of the City’s service area. This area has high elevations and low pressure during peak hour system demand. This facility requires 1.0 MG of storage and 5,500 gpm of high service pumping capacity with an operating pressure of 50 psi.
- New South SPF: The new SPF located near the intersection of the N US301 and CR514 requires 1.5 MG of storage capacity with 5,500 gpm of high service pumping and an operating pressure of 64 psi. The purpose of this facility is to improve the low-pressure conditions in the City’s downtown area and along E SR44 corridor during peak hour system demand. The City will need to acquire land for this facility. Coordination with future developers may be feasible in this area.

Transmission System

To meet the projected 2035 water demand, the transmission system improvements include paralleling new mains to existing mains or constructing new mains along transmission corridors where there are currently no mains. Based on the modeling results, approximately 300,100 feet of 8-inch through 36-inch mains are proposed for the water transmission system to meet future demands. The sizes and locations of the new transmission mains are shown in **Figure 1**. **Table 2-2** provides a summary of the proposed transmission mains.

**Table 2-2 Water Transmission System Improvements**

|                             | <b>Current Model<br/>(2035 Demand, Two WTPs)</b> |
|-----------------------------|--------------------------------------------------|
| <b>Pipe Diameter (inch)</b> | <b>Quantity (ft)</b>                             |
| 6                           | 0                                                |
| 8                           | 13,700                                           |
| 10                          | 0                                                |
| 12                          | 126,800                                          |
| 16                          | 58,400                                           |
| 20                          | 37,200                                           |
| 24                          | 52,200                                           |
| 30                          | 8,000                                            |
| 36                          | 3,800                                            |
| <b>Total</b>                | <b>300,100</b>                                   |

2. REPORTS & PUBLIC INPUT: SPECIAL PRESENTATION - by Dan Allen of BFA - Water, Wastewater, Reclaimed Water Transmission System Update

## SECTION III – WASTEWATER TRANSMISSION SYSTEM

### 3.1 Model Development

Based on the available data provided by the City, a hydraulic model was developed utilizing H2OMAP Water GIS Suite 8.0 to identify necessary pumping and piping improvements in the wastewater transmission system to meet the projected 2035 wastewater flows. Two treatment plant scenarios were modeled to identify comparative costs for each scenario. The models were developed to include the following assumptions/conditions and system elements.

- Two scenarios were modeled: Scenario 1 includes expanding the existing WWTP to meet the wastewater flow projections for 2035. Scenario 2 includes expanding the existing WWTP and constructing a new WWTP located at the Landstone Development in the south portion of the City’s service area.
- Wastewater flow projections for 2035 are 8.1 MGD Average Daily Flow (ADF) as provided in the City’s Comprehensive Plan.
- A Flow Model analysis was performed to simulate and determine system capacity and future transmission main sizing.
- The Flow Model included simulated system peak flow based on inputs using the H2OMAP Water’s Demand Allocator function. Flow allocations were based on current land use/population data and unit demands provided in the City’s Comprehensive Plan.
- Flow inputs were located at existing pump stations and near areas projected to develop by 2035.
- Only master re-pump stations within the transmission system were identified since it is anticipated that pump stations servicing future developments will be sized and constructed by developers.

### 3.2 Modeling Criteria

A Hazen-Williams C-factor of 120 was utilized for existing pipes under 14-inch, and a C-factor of 135 was used for new pipes or existing pipes 14-inch and above. A summary of hydraulic design parameters utilized in the hydraulic analysis is provided below.

- ***Force Main Design Criteria***  
 Maximum velocity: 5 fps  
 Minimum velocity: 2.0 fps
- **Table 3-1 – Wastewater Peaking Factors**

| Minimum Flow Range (gpd)     | Peak Factor |
|------------------------------|-------------|
| Flows to 100,000             | 4.0         |
| 100,000 to 250,000           | 3.5         |
| 250,000 to 1,000,000         | 3.0         |
| Flows greater than 1,000,000 | 2.5         |

### 3.3 Model Results

Based on the modeling criteria in Section 3.2, model runs were performed for each scenario and transmission piping and pumping improvements were proposed for each scenario. These improvements are shown in **Figures 2 and 3** and are further discussed and summarized.

#### 3.3.1 Scenario 1 with One Wastewater Treatment Plant

##### Wastewater Treatment Plant

The existing WWTP required a capacity of 8.1 MGD (ADF), which is 4.55 MGD ADF of additional treatment capacity. The City has sufficient land around the existing WWTP to accommodate this expansion. A footprint of this expansion at the existing site is included in **Appendix B**. **Appendix B** also includes a figure showing City-owned parcels around the existing wastewater treatment plant.

##### Re-Pump Stations

Two wastewater master re-pump stations were required to maintain design pumping and pressure parameters within the model. The master re-pump station in the north requires 2,600 gpm of capacity with an operating pressure of 39 psi, and the station in the south requires 3,500 gpm of capacity with an operating pressure of 36 psi.

##### Transmission Piping

New pipes were proposed along major roadways where there are currently no existing transmission mains. Existing mains that did not meet the hydraulic design criteria were either replaced or paralleled with new mains. The transmission system was modified through general model simulations to optimize the pipe sizes and locations and limit re-pumping in order to meet the projected 2035 wastewater flows. **Table 3-1** provides a summary of the total quantity of transmission mains.

#### 3.3.2 Scenario 2 with Two Wastewater Treatment Plants

This scenario includes two WWTPs. The existing WWTP that is located in the downtown area serves the City's service area to the north of the plant and the nearby areas to the south of the plant. The proposed Landstone WWTP that is located south of C-470 E serves the rest of the City's service area, which includes most of the areas south of CR156. The proposed improvements are shown in **Figure 3** and summarized as follows.

##### Wastewater Treatment Plant

The existing WWTP would require a capacity of 4.7 MGD (ADF), which is 1.15 MGD ADF of additional treatment capacity. The proposed WWTP at the Landstone Development would require a capacity of 3.4 MGD (ADF).

Re-Pump Stations

Two wastewater master re-pump stations were required to maintain design pumping and pressure parameters within the model. The master pump station in the north requires 2,600 gpm of capacity with an operating pressure of 39 psi, and the station in the south requires 5,000 gpm of capacity with an operating pressure of 30 psi.

Transmission Piping

A summary of the transmission piping improvements to meet the 2035 wastewater flows is shown in **Table 3-2**.

**3.4 Cost Estimate**

Scenario 1 with One Wastewater Treatment Plant

Based on the modeling results, 142,200 feet of 8-inch through 24-inch mains are needed to meet the 2035 flow projections. The total construction cost for the transmission system improvements of Scenario 1 is estimated at \$12,551,000. A summary of the cost estimate is provided in **Table 3-2**. The cost estimates for the master re-pump stations are included in **Table 5-1**, WWTP Alternatives Cost Analysis.

Scenario 2 with Two Wastewater Treatment Plants

Based on the modeling results, 147,500 feet of 8-inch through 30-inch mains are needed for the wastewater transmission system to meet 2035 flow projections. The total construction cost for the transmission system improvements of Scenario 2 is estimated at \$12,491,100. A summary of the cost estimate is provided in **Table 3-2**. The cost estimates for the master re-pump stations are included in **Table 5-1**, WWTP Alternatives Cost Analysis.

**Table 3-2 Wastewater Transmission System Improvements and Costs**

|                      |           | Current Model (2035 Wastewater Flows) |                     |                |                     |
|----------------------|-----------|---------------------------------------|---------------------|----------------|---------------------|
|                      |           | One WWTP                              |                     | Two WWTPs      |                     |
| Pipe Diameter (inch) | Unit Cost | Quantity (ft)                         | Cost                | Two Plants     | Total Cost          |
| 4                    | \$24      | 0                                     | \$0                 | 0              | \$0                 |
| 8                    | \$42      | 14,500                                | \$609,000           | 36,500         | \$1,533,000         |
| 10                   | \$68      | 0                                     | \$0                 | 0              | \$0                 |
| 12                   | \$70      | 59,200                                | \$4,144,000         | 41,700         | \$2,919,000         |
| 16                   | \$90      | 26,700                                | \$2,403,000         | 26,700         | \$2,403,000         |
| 20                   | \$125     | 31,800                                | \$3,975,000         | 24,300         | \$3,037,500         |
| 24                   | \$142     | 10,000                                | \$1,420,000         | 18,300         | \$2,598,600         |
| 30                   | \$168     | 0                                     | \$0                 |                | \$0                 |
| <b>Total</b>         |           | <b>142,200</b>                        | <b>\$12,551,000</b> | <b>147,500</b> | <b>\$12,491,100</b> |

**SECTION IV – RECLAIMED WATER TRANSMISSION SYSTEM**

**4.1 Model Development**

The reclaimed water transmission system hydraulic model was developed based on the available data provided by the City and the capacity of the WWTPs at 2035 as modeled in the wastewater analysis. Two scenarios were modeled with H2OMAP Water GIS Suite 8.0 for reclaimed water to identify the transmission system improvements needed to meet the projected 2035 reclaimed demands. The models include the following assumptions and conditions.

- The two wastewater treatment scenarios identified in Section III were used to determine the quantity of reclaimed water available to serve current reclaimed water customers and projected future customers.
- The following assumptions were used to develop future reclaimed water demands.
  - H2OMAP Water’s Demand Allocator function was utilized to allocate flow to each demand junction. For future development, assumptions included reclaimed water demand of 50% of water demand for residential usage type, and 15% of water demand for all other usage. Total reclaimed demand was estimated to be 4.2 MGD (ADF) to future developments.
  - Demand from the Landstone Golf Course was estimated at 0.5 MGD (ADF) in 2035. This demand will not be peaked as the golf course was assumed to have its own storage and pumping system.
  - The remaining demand 3.4 MGD (ADF) in 2035 was allocated to the Villages. Demand was not peaked in the model as the Villages have their own storage and pumping facilities.
  - The total reclaimed demand was set at 8.1 MGD (ADF) to match the total wastewater ADF.

**4.2 Modeling Criteria**

A Hazen-Williams C-factor of 120 was utilized for existing pipes under 16-inch, and a C-factor of 135 was used for new pipes or existing pipes 16-inch and above. A summary of hydraulic design parameters utilized in the hydraulic analysis is provided in **Table 4-1** below.

**Table 4-1 Hydraulic Design Parameters for Reclaimed Water System**

| Parameter              | Description        | Values |
|------------------------|--------------------|--------|
| Design Pressures       | Min                | 20 psi |
|                        | Max                | 90 psi |
| Design Peaking Factors | Peak Hour/Avg. Day | 3      |
| Design Velocities      | Max                | 7 fps  |

**4.3 Model Results**

Based on the modeling criteria in Section 4.2, model runs were performed for each scenario and unique transmission system improvements were proposed for each scenario. These improvements are shown in **Figures 4** and **5** and are further discussed and summarized.

#### 4.3.1 Scenario 1 with One Wastewater Treatment Plant

##### Wastewater Treatment Plant

High service pumping facilities are required at the existing WWTP to provide a 10,100 gpm at 75 psi for the reclaimed water transmission system peak hour demand.

##### SPF

A new storage and pumping facility is needed near the CR501 WTP site to boost the pressure at the southernmost portion of the transmission system. This SPF will require 0.75 MG of storage and 1,440 gpm of high service pumping with an operating pressure of 62 psi.

##### Transmission Piping

New pipes were proposed along major roadways where there are currently no existing transmission mains. Existing mains that did not meet the hydraulic design criteria were either replaced or paralleled with new mains. The transmission system was modified through general model simulations to optimize the pipe sizes and limit re-pumping in order to meet the projected 2035 reclaimed water demands. **Table 4-2** provides a summary of the proposed transmission mains.

#### 4.3.2 Scenario 2 with Two WWTPs

This scenario includes two WWTPs as described in Section 3.3.2. The proposed improvements are shown in **Figure 5** and summarized as follows.

##### Wastewater Treatment Plant

- Existing WWTP: High service pumping facilities are proposed at the WWTP to provide 6,600 gpm at 76 psi.
- Proposed Landstone WWTP: High service pumping facilities are proposed at the future WWTP to provide 5,100 gpm at 75 psi.

##### Transmission Piping

A summary of the transmission system improvements necessary to meet the projected 2035 reclaimed water demand is shown in **Table 4-2**.

#### 4.4 Cost Estimate

##### Scenario 1 with One Wastewater Treatment Plant

Based on the modeling results, 191,500 feet of 6-inch through 30-inch mains are proposed for the reclaimed transmission system to meet the 2035 demand projections. The total cost for these transmission system improvements is estimated at \$13,882,800 for Scenario 1. A summary of the cost estimate is provided in **Table 4-2**. The cost estimate for the reclaimed water SPF is included in **Table 5-1**, WWTP Alternatives Cost Analysis.

**Scenario 2 with Two Wastewater Treatment Plants**

Based on the modeling results, 203,900 feet of 6-inch through 30-inch mains are proposed for the reclaimed transmission system to meet 2035 demand projections. The total cost for these transmission system improvements is estimated at \$17,390,300 for Scenario 2. A summary of the cost estimate is provided in **Table 4-2**.

**Table 4-2 Reclaimed Water Transmission System Improvements and Costs**

|                      |           | Current Model (2035 Reclaimed Flows) |                     |                |                     |
|----------------------|-----------|--------------------------------------|---------------------|----------------|---------------------|
|                      |           | One WWTP                             |                     | Two WWTPs      |                     |
| Pipe Diameter (inch) | Unit Cost | Quantity (ft)                        | Cost                | Two Plants     | Total Cost          |
| 6                    | \$35      | 21,400                               | \$749,000           | 24,100         | \$843,500           |
| 8                    | \$44      | 36,200                               | \$1,592,800         | 26,400         | \$1,161,600         |
| 10                   | \$68      | 0                                    | \$0                 | 0              | \$0                 |
| 12                   | \$74      | 95,000                               | \$7,030,000         | 71,200         | \$5,268,800         |
| 16                   | \$94      | 19,700                               | \$1,851,800         | 29,000         | \$2,726,000         |
| 20                   | \$132     | 11,800                               | \$1,557,600         | 30,200         | \$3,986,400         |
| 24                   | \$148     | 7,200                                | \$1,065,600         | 23,000         | \$3,404,000         |
| 30                   | \$180     | 200                                  | \$36,000            |                | \$0                 |
| <b>Total</b>         |           | <b>191,500</b>                       | <b>\$13,882,800</b> | <b>203,900</b> | <b>\$17,390,300</b> |

**SECTION V – WASTEWATER TREATMENT FACILITY ALTERNATIVES**

**5.1 Alternatives Development**

As described in previous sections of this report, two wastewater treatment facility alternatives were identified. Scenario 1 includes one WWTP located at the existing WWTP located in the downtown area of the City. Scenario 2 includes two WWTPs; the existing WWTP and a second new WWTP located at the Landstone Development in the south of the City’s Service Area. Since the reclaimed water transmission system is affected by the location of the WWTP, the proposed reclaimed transmission system is also included in the alternatives cost analysis.

**5.2 Cost Analysis**

Cost estimates were developed for each scenario based on the hydraulic modeling results and proposed facilities. The following is a summary of the major criteria and assumptions used to develop the cost estimates.

- Wastewater and reclaimed water proposed transmission piping from Scenario 1 and 2 hydraulic modeling.
- Two wastewater master re-pump stations were required for each wastewater scenario.
- A reclaimed storage and pumping facility was required for Scenario 1.
- Additional 4.55 MGD of wastewater treatment capacity to public access reuse standards.
- Annual O&M costs associated with electricity, chemicals and equipment repair/replacement for each scenario are assumed the same and not included in cost analysis.

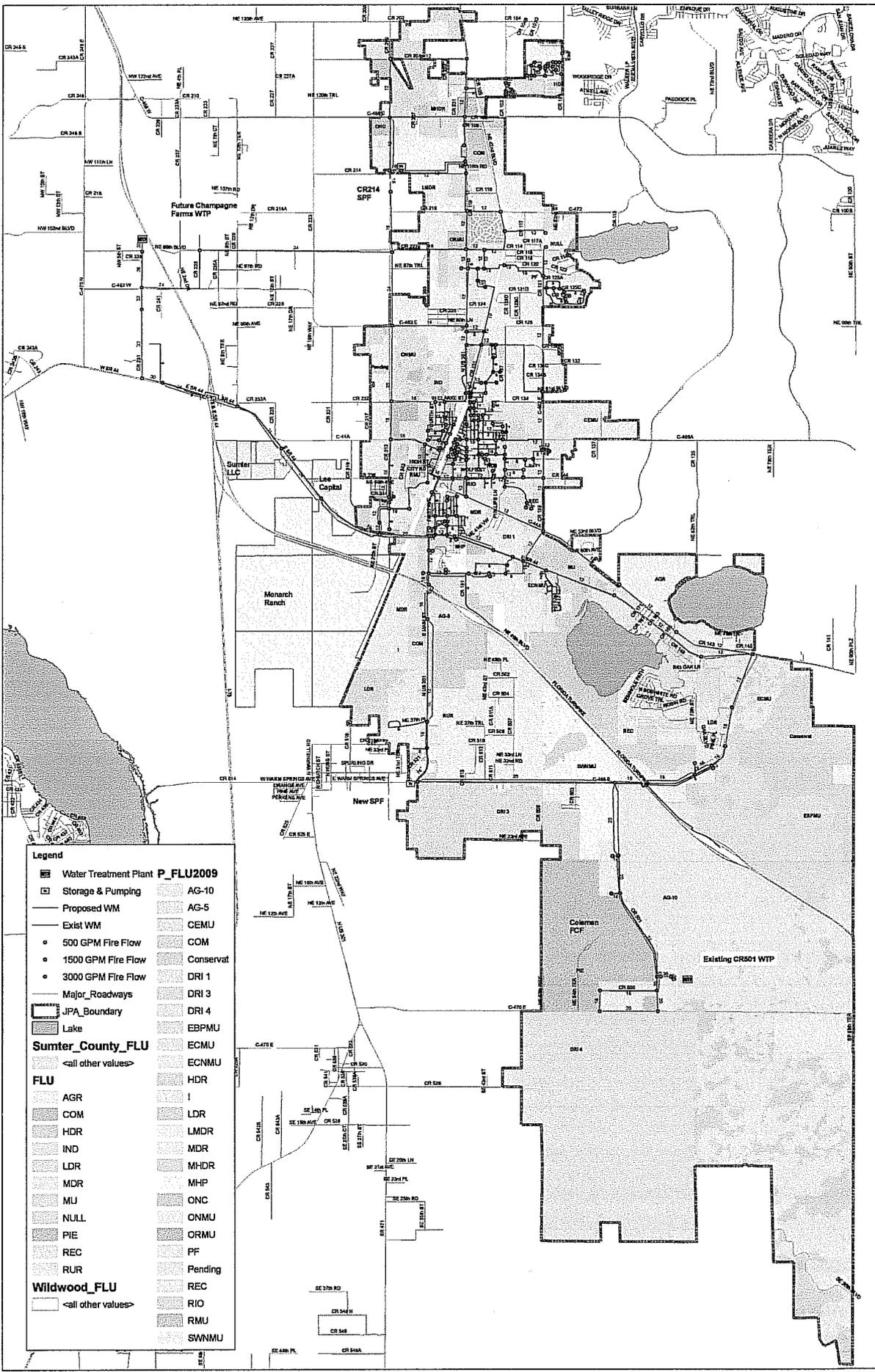
- Annual operator staffing will differ based on the operational capacity of the WWTP, so this was taken into account for the WWTPs within each scenario. Annual operator staffing costs were converted to present value assuming a 15-year operational period at a 7% interest rate.

Industry standard unit cost factors and cost curves from similar projects and utility master plans were used to develop relative cost estimates for each scenario. A summary of the wastewater treatment facility alternatives cost analysis is provided in **Table 5-1**.

**Table 5-1 WWTP Alternatives Cost Analysis**

| <b>Proposed Facilities</b>             | <b>Scenario 1<br/>Cost (\$Million)</b> | <b>Scenario 2<br/>Cost (\$Million)</b> |
|----------------------------------------|----------------------------------------|----------------------------------------|
| Wastewater Transmission Piping         | 12.55                                  | 12.490                                 |
| Reclaimed Transmission Piping          | 13.88                                  | 17.39                                  |
| Wastewater Master Repump Stations      | 1.47                                   | 1.67                                   |
| Reclaimed Storage and Pumping Facility | 0.66                                   | N/A                                    |
| Additional 4.55 MGD WWTP Capacity      | 19.16                                  | 21.41                                  |
| Annual Operator Staffing Costs         | 2.51                                   | 3.56                                   |
| <b>Total Cost (\$Million)</b>          | <b>\$47.14</b>                         | <b>\$53.17</b>                         |

# FIGURES

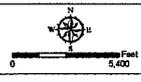


**Legend**

|                       |                   |             |          |                   |                    |                    |                |              |           |
|-----------------------|-------------------|-------------|----------|-------------------|--------------------|--------------------|----------------|--------------|-----------|
| Water Treatment Plant | Storage & Pumping | Proposed WM | Exist WM | 500 GPM Fire Flow | 1500 GPM Fire Flow | 3000 GPM Fire Flow | Major_Roadways | JPA_Boundary | Lake      |
| P_FLU2009             | AG-10             | AG-5        | CEMU     | COM               | Conservat          | DRI 1              | DRI 3          | DRI 4        | EBPMU     |
| Sumter_County_FLU     | ECMU              | ECNMU       | HDR      | AGR               | COM                | HDR                | IND            | LDR          | MDR       |
| FLU                   | LDR               | MHR         | MHP      | MU                | NULL               | PIE                | REC            | RUR          | Pending   |
| Wildwood_FLU          | REC               | RIO         | RMU      | SWNMU             | AG-10              | AG-5               | CEMU           | COM          | Conservat |
| <all other values>    | DRI 1             | DRI 3       | DRI 4    | EBPMU             | ECMU               | ECNMU              | HDR            | LDR          | LMDR      |
|                       | MHR               | MHP         | ONC      | ONMU              | ORMU               | PF                 | Pending        | REC          | RIO       |
|                       | RMU               | SWNMU       |          |                   |                    |                    |                |              |           |



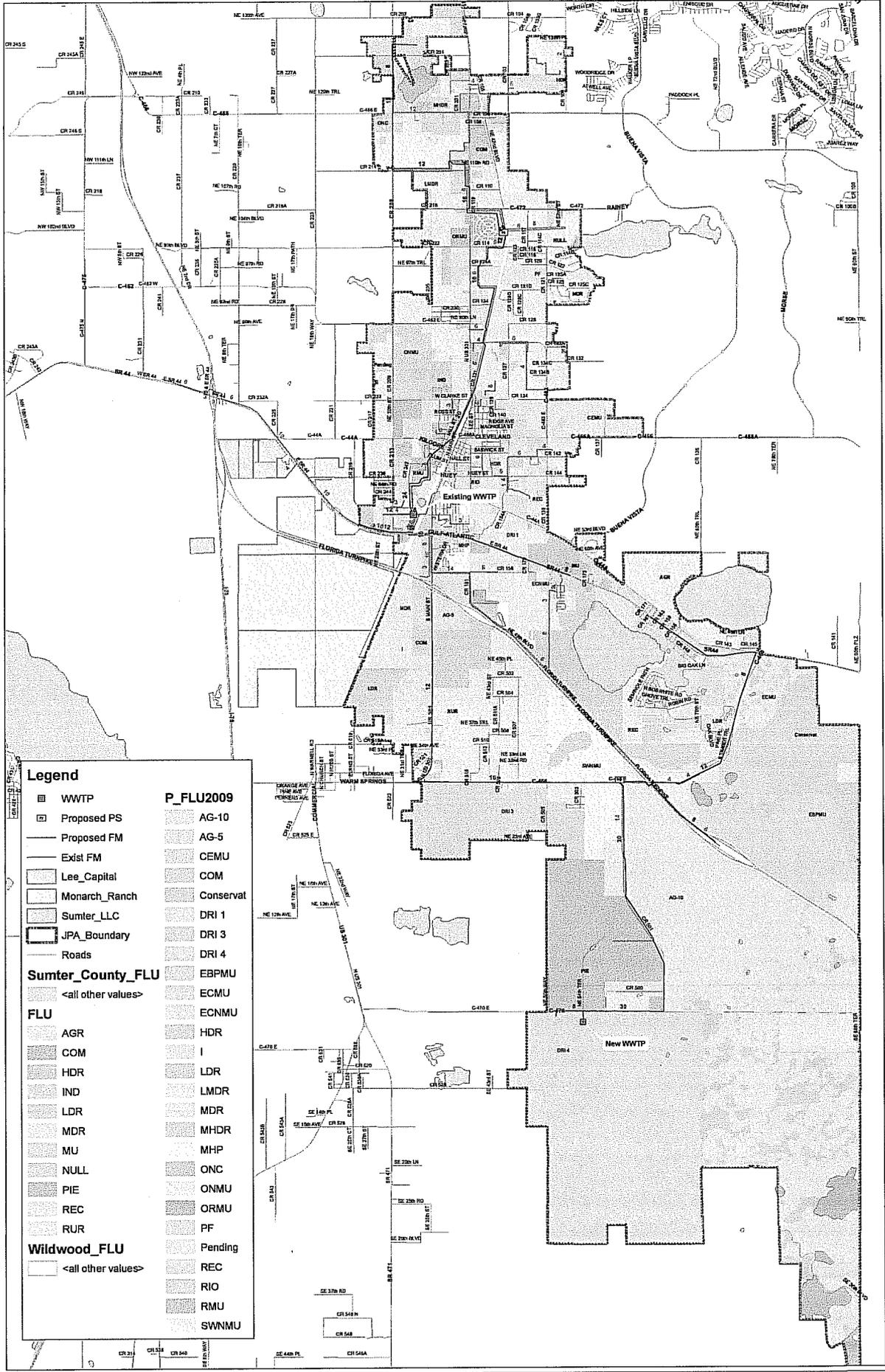
CITY OF WILDWOOD  
SUMTER COUNTY, FL



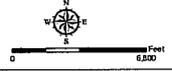
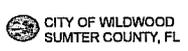
Joint Planning Area 2035  
Water Transmission System

FIG. 1



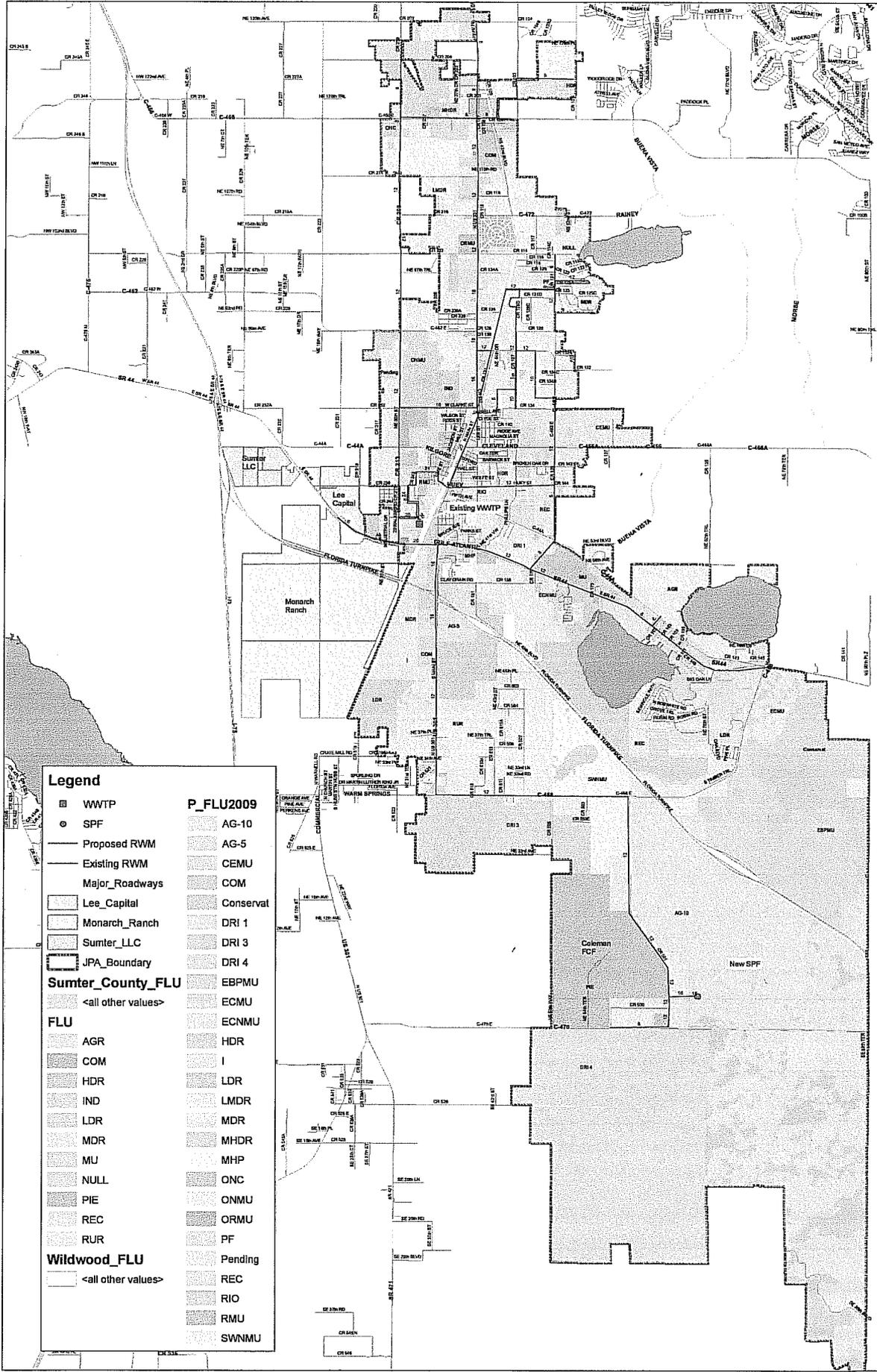


| Legend            |                    |
|-------------------|--------------------|
|                   | WWTP               |
|                   | Proposed PS        |
|                   | Proposed FM        |
|                   | Exist FM           |
|                   | Lee_Capital        |
|                   | Monarch_Ranch      |
|                   | Sumter_LL_C        |
|                   | JPA_Boundary       |
|                   | Roads              |
| Sumter_County_FLU |                    |
|                   | <all other values> |
| FLU               |                    |
|                   | AGR                |
|                   | COM                |
|                   | HDR                |
|                   | IND                |
|                   | LDR                |
|                   | MDR                |
|                   | MU                 |
|                   | NULL               |
|                   | PIE                |
|                   | REC                |
|                   | RUR                |
| Wildwood_FLU      |                    |
|                   | <all other values> |
| P_FLU2009         |                    |
|                   | AG-10              |
|                   | AG-5               |
|                   | CEMU               |
|                   | COM                |
|                   | Conservat          |
|                   | DRI 1              |
|                   | DRI 3              |
|                   | DRI 4              |
|                   | EBPMU              |
|                   | ECMU               |
|                   | ECNMU              |
|                   | I                  |
|                   | LDR                |
|                   | LMDR               |
|                   | MDR                |
|                   | MHDR               |
|                   | MHP                |
|                   | ONC                |
|                   | ONMU               |
|                   | ORMU               |
|                   | PF                 |
|                   | Pending            |
|                   | REC                |
|                   | RIO                |
|                   | RMU                |
|                   | SWNMU              |



Joint Planning Area 2035  
WW Transmission System  
with Two WWTPs

FIG. 3



| Legend                   |                    |
|--------------------------|--------------------|
|                          | WWTP               |
|                          | SPF                |
|                          | Proposed RWM       |
|                          | Existing RWM       |
|                          | Major Roadways     |
|                          | Lee_Capital        |
|                          | Monarch_Ranch      |
|                          | Sumter_LLC         |
|                          | JPA_Boundary       |
| <b>Sumter_County_FLU</b> |                    |
|                          | <all other values> |
| <b>FLU</b>               |                    |
|                          | AGR                |
|                          | COM                |
|                          | HDR                |
|                          | IND                |
|                          | LDR                |
|                          | MDR                |
|                          | MU                 |
|                          | NULL               |
|                          | PIE                |
|                          | REC                |
|                          | RUR                |
| <b>Wildwood_FLU</b>      |                    |
|                          | <all other values> |
|                          | Pending            |
|                          | REC                |
|                          | RIO                |
|                          | RMU                |
|                          | SWNMU              |
|                          | P_FLU2009          |
|                          | AG-10              |
|                          | AG-5               |
|                          | CEMU               |
|                          | COM                |
|                          | Conservat          |
|                          | DRI 1              |
|                          | DRI 3              |
|                          | DRI 4              |
|                          | EBPMU              |
|                          | ECMU               |
|                          | ECNMU              |
|                          | HDR                |
|                          | I                  |
|                          | LDR                |
|                          | LMDR               |
|                          | MDR                |
|                          | MHDR               |
|                          | MHP                |
|                          | ONC                |
|                          | ONMU               |
|                          | ORMU               |
|                          | PF                 |

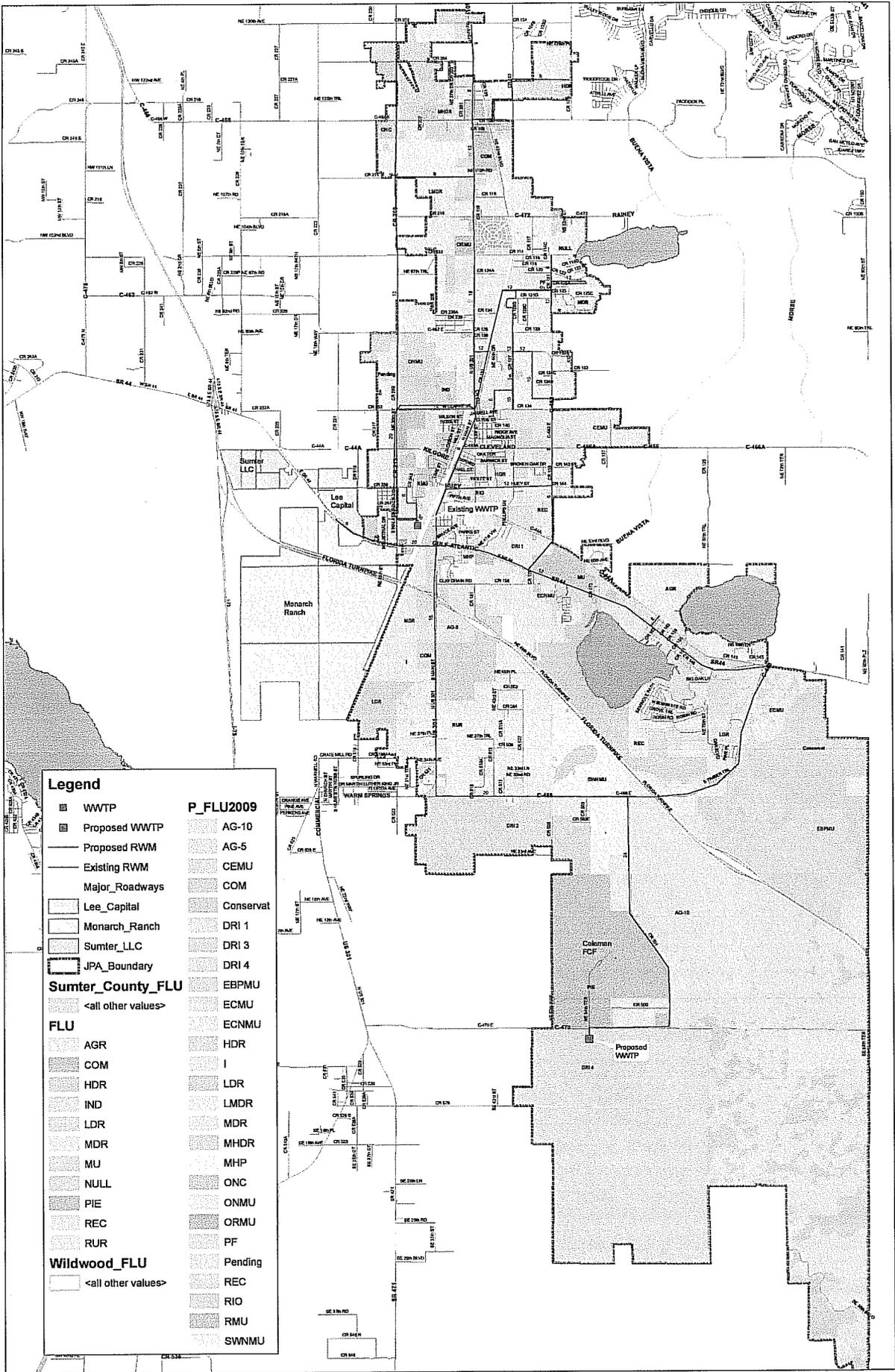


CITY OF WILDWOOD  
SUMTER COUNTY, FL



Joint Planning Area  
Reclaimed Water Transmission  
System with One WWTP

FIG. 4

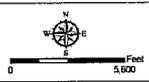


**Legend**

|  |                    |  |           |
|--|--------------------|--|-----------|
|  | WWTP               |  | P_FLU2009 |
|  | Proposed WWTP      |  | AG-5      |
|  | Proposed RWM       |  | CEMU      |
|  | Existing RWM       |  | COM       |
|  | Major_Roadways     |  | Conservat |
|  | Lee_Capital        |  | DRI 1     |
|  | Monarch_Ranch      |  | DRI 3     |
|  | Sumter_LLC         |  | DRI 4     |
|  | JPA_Boundary       |  | EBPMU     |
|  | Sumter_County_FLU  |  | ECMU      |
|  | <all other values> |  | ECNMU     |
|  | AGR                |  | HDR       |
|  | COM                |  | I         |
|  | HDR                |  | LDR       |
|  | IND                |  | LMDR      |
|  | LDR                |  | MDR       |
|  | MDR                |  | MHDR      |
|  | MU                 |  | MHP       |
|  | NULL               |  | ONC       |
|  | PIE                |  | ONMU      |
|  | REC                |  | ORMU      |
|  | RUR                |  | PF        |
|  | Wildwood_FLU       |  | Pending   |
|  | <all other values> |  | REC       |
|  |                    |  | RIO       |
|  |                    |  | RMU       |
|  |                    |  | SWNMU     |



CITY OF WILDWOOD  
SUMTER COUNTY, FL



Joint Planning Area  
Reclaimed Water Transmission  
System with Two WWTPs

FIG. 5

# APPENDICES

# APPENDIX A

**Public Facilities Element**  
Appendix  
Joint Planning Area Amendment  
Water and Wastewater Analysis

Flow Projections – Water and Wastewater

The City's water and wastewater service area encompasses the incorporated City limits and extends five (5) miles beyond the City limits, as allowed for by Chapter 180, F.S. The Interlocal Service Boundary Area (ISBA)/Joint Planning Area (JPA) are located within this geographic area.

In order to project future water and wastewater demands for the JPA (not accounted for by the 2035 comprehensive plan) it is first necessary to project the number of “Equivalent Residential Units” (ERUs) also referred to as “Equivalent Residential Connections” (ERCs). ERUs provide a basis for converting both residential and nonresidential connections to the utility systems to a common factor of system capacity needed to provide service. The comprehensive plan has established a level of service (LOS) standard of 300 gallons per day (GPD) average daily flow (ADF) for water and 250 gpd average daily flows for wastewater for each single family residential (SFR) unit. Nonresidential demands are converted to ERUs using industry standard conversions which determine the capacity required to serve the nonresidential connection in terms of ERCs. **Table 15** converts the anticipated JPA buildout into ERUs.

The comprehensive plan analyzed a 2035 projected needed capacity of 12.31 million gallons per day (MGD) demand for water and 6.9 MGD for wastewater. The additional ERU projections for the JPA were developed based on the potential buildout of the JPA land use plan. These projections have estimated water and wastewater flows projected to result from the proposed land use changes and developed the projections. **Table 16** provides a linear demand of ERUs through the planning timeframe.

Water

As shown in **Table 17**, the City's existing water system is sufficient to provide service to the JPA parcels through 2014 without the need for capital improvements. The City is currently in the planning/design stage for the construction of a water treatment plant (Plant #7) associated with the well located on the Champagne Farms property. This water treatment plant is expected to come online in 2015. The first phase of the Champagne Farms facility (3.5 MGD) will be sufficient to meet the City's projected water supply well capacity through 2020.

The City anticipates meeting long term water supply needs through the expansion of the Champagne Farms well and water treatment plant and potentially through an additional water plant identified in the water and wastewater master plan on the Degroen property (Plant #8).

The City will need to start the Water Use Permit renewal process in 2011 in order to secure groundwater allocations beyond 2013. Additionally the City will need to investigate expansion of their raw water resources and treatment & storage facilities such as pursuit of the above mentioned Plant #8 in order to have adequate water for the anticipated development through the current planning horizon of 2035.

### Wastewater

As shown in **Table 17**, the City's current wastewater treatment plant's total capacity is sufficient through 2015. The addition of the planned Southeast Wastewater Treatment Plant associated with the Landstone Communities DRI will provide additional capacity. The planned design of the plant has been pushed back in the planning timeframe because projects have not developed as rapidly as first anticipated due to the economic downturn. The South Wildwood WWTP is anticipated to come online after 2015, yielding a total wastewater treatment capacity of 6.55 MGD that will not be exceeded until after 2025. The South Wildwood WWTP will be designed to accommodate an additional 3.0 MGD expansion. The expansion of this facility is anticipated to meet demands through the planning timeframe.

### Future Planning

The City's current Water Use Permit issued by the Southwest Florida Water Management District of 4.98 million gallons per day (MGD) expires in 2013. The planning process to expand ground water allocation allowed through the Water Use Permit will need to start in the near future. Additionally, the City is required to prepare a 10-Year Water Supply Plan 18 months after the Water Management District's Governing Board adopts their Regional Water Supply Plan. A coordinated planning approach between the City and the Southwest Florida Water Management District will be needed to ensure adequate water supply through the renewal of the water use permit and the 10-Year Water Supply Plan. The main components of the City's water supply planning will include securing alternative water supplies, conservation and the phased incremental increase of reuse and reclaimed water usage.

The City will continue to monitor demands on an annual basis. Any needed improvements to maintain the adopted level of service to its customers will be included within the City's 5-Year schedule of Capital Improvements pursuant to F.S. § 163.3177(3)(b)1.

Table 15

JPA Amendment: ERU Calculations

| <i>Residential - JPA</i> |                     |       |                    |            |
|--------------------------|---------------------|-------|--------------------|------------|
| Total Units              | Single Family Units | ERUs  | Multi-family Units | Total ERUs |
| 4,949                    | 2,475               | 2,475 | 2,475              | 3,712      |

| <i>Commercial/Industrial - JPA</i> |           |          |       |            |
|------------------------------------|-----------|----------|-------|------------|
| Square Footage                     | Employees | SF Units | ERUs  | Total ERUs |
| 31,685,773                         | 14,669    | 2,347    | 2,347 | 4,107      |

| <i>Other Commitments - SR 44 West Area</i> |            |
|--------------------------------------------|------------|
| Project                                    | Total ERUs |
| Monarch Ranch                              | 2249       |
| Sumter LLC                                 | 528        |
| Lee Capital                                | 865        |

| ERU Calculation Summary |               |
|-------------------------|---------------|
| Residential:            | 3,712         |
| Commercial/Industrial:  | 4,107         |
| Other Commitments:      | 3,642         |
| <b>Total:</b>           | <b>11,461</b> |

Table 16

| ERU Demand Projections     |                |                |                |                |                |                  |                  |                  |                  |                  |
|----------------------------|----------------|----------------|----------------|----------------|----------------|------------------|------------------|------------------|------------------|------------------|
| JPA - Potential ERU Demand |                |                |                |                |                |                  |                  |                  |                  |                  |
| Year                       | 2012           | 2013           | 2014           | 2015           | 2020           | 2025             | 2030             | 2035             | Total Demand     |                  |
| Residential                | 161            | 323            | 484            | 646            | 1,291          | 2,098            | 2,905            | 3,712            | 3,712            | 3,712            |
| Nonresidential             | 179            | 357            | 536            | 714            | 1,429          | 2,321            | 3,214            | 4,107            | 4,107            | 4,107            |
| Total                      | 340            | 680            | 1,020          | 1,360          | 2,720          | 4,419            | 6,119            | 7,819            | 7,819            | 7,819            |
| <b>Water GPD</b>           | <b>101,987</b> | <b>203,974</b> | <b>305,961</b> | <b>407,948</b> | <b>815,896</b> | <b>1,325,830</b> | <b>1,835,765</b> | <b>2,345,700</b> | <b>2,345,700</b> | <b>2,345,700</b> |
| <b>MGD</b>                 | <b>0.102</b>   | <b>0.204</b>   | <b>0.306</b>   | <b>0.408</b>   | <b>0.816</b>   | <b>1.326</b>     | <b>1.836</b>     | <b>2.346</b>     | <b>2.346</b>     | <b>2.346</b>     |
| <b>Wastewater GPD</b>      | <b>84,989</b>  | <b>169,978</b> | <b>254,967</b> | <b>339,957</b> | <b>679,913</b> | <b>1,104,859</b> | <b>1,529,804</b> | <b>1,954,750</b> | <b>1,954,750</b> | <b>1,954,750</b> |
| <b>MGD</b>                 | <b>0.085</b>   | <b>0.170</b>   | <b>0.255</b>   | <b>0.340</b>   | <b>0.680</b>   | <b>1.105</b>     | <b>1.530</b>     | <b>1.955</b>     | <b>1.955</b>     | <b>1.955</b>     |

Outside JPA - Other Potential ERU Demand

| Year                  | 2012          | 2013          | 2014           | 2015           | 2020           | 2025           | 2030           | 2035             | Total Demand     |
|-----------------------|---------------|---------------|----------------|----------------|----------------|----------------|----------------|------------------|------------------|
| SR 44 West            | 158           | 317           | 475            | 792            | 1,267          | 2,059          | 2,850          | 3,642            | 3,642            |
| <b>Water GPD</b>      | <b>47,504</b> | <b>95,009</b> | <b>142,513</b> | <b>237,522</b> | <b>380,035</b> | <b>617,557</b> | <b>855,078</b> | <b>1,092,600</b> | <b>1,092,600</b> |
| <b>MGD</b>            | <b>0.048</b>  | <b>0.095</b>  | <b>0.143</b>   | <b>0.238</b>   | <b>0.380</b>   | <b>0.618</b>   | <b>0.855</b>   | <b>1.093</b>     | <b>1.093</b>     |
| <b>Wastewater GPD</b> | <b>39,587</b> | <b>79,174</b> | <b>118,761</b> | <b>197,935</b> | <b>316,696</b> | <b>514,630</b> | <b>712,565</b> | <b>910,500</b>   | <b>910,500</b>   |
| <b>MGD</b>            | <b>0.040</b>  | <b>0.079</b>  | <b>0.119</b>   | <b>0.198</b>   | <b>0.317</b>   | <b>0.515</b>   | <b>0.713</b>   | <b>0.911</b>     | <b>0.911</b>     |

Notes:

Water ERU: 300 gallons per day

Wastewater ERU: 250 gallons per day

Table 17

| JPA Comprehensive Plan Amendment       |               |                 |              |              |              |              |              |              |        |              |              |  |
|----------------------------------------|---------------|-----------------|--------------|--------------|--------------|--------------|--------------|--------------|--------|--------------|--------------|--|
| Water and Wastewater Capacity Analysis |               |                 |              |              |              |              |              |              |        |              |              |  |
| Water                                  | Current (MGD) | Projected (MGD) |              |              |              |              |              |              |        |              |              |  |
|                                        |               | 2010            | 2011         | 2012         | 2013         | 2014         | 2015         | 2020         | 2025   | 2030         | 2035         |  |
| Water Supply Well Capacity             | 4.300         | 4.300           | 4.300        | 4.300        | 4.300        | 4.300        | 7.800        | 7.800        | 11.300 | 14.800       | 15.800       |  |
| 2010 Demand                            | 2.544         |                 |              |              |              |              |              |              |        |              |              |  |
| Comprehensive Plan Projections         |               | 2.870           | 3.160        | 3.460        | 3.750        | 4.040        | 6.060        | 8.790        |        | 10.450       | 12.310       |  |
| Additional Demand - JPA                |               |                 | 0.102        | 0.204        | 0.306        | 0.408        | 0.816        | 1.326        |        | 1.836        | 2.346        |  |
| Additional Demand - SR 44 West         |               |                 | 0.048        | 0.095        | 0.143        | 0.238        | 0.380        | 0.618        |        | 0.855        | 1.093        |  |
| <b>Remaining Capacity</b>              | <b>2.208</b>  | <b>1.430</b>    | <b>0.990</b> | <b>0.541</b> | <b>0.101</b> | <b>3.114</b> | <b>0.544</b> | <b>0.566</b> |        | <b>1.659</b> | <b>0.051</b> |  |

| JPA Comprehensive Plan Amendment       |               |                 |              |              |              |              |              |              |      |              |              |  |
|----------------------------------------|---------------|-----------------|--------------|--------------|--------------|--------------|--------------|--------------|------|--------------|--------------|--|
| Water and Wastewater Capacity Analysis |               |                 |              |              |              |              |              |              |      |              |              |  |
| Wastewater                             | Current (MGD) | Projected (MGD) |              |              |              |              |              |              |      |              |              |  |
|                                        |               | 2010            | 2011         | 2012         | 2013         | 2014         | 2015         | 2020         | 2025 | 2030         | 2035         |  |
| FDEP Permitted Capacity                | 3.55          | 3.55            | 3.55         | 3.55         | 3.55         | 3.55         | 6.55         | 6.55         | 6.55 | 9.55         | 9.55         |  |
| 2010 Demand                            | 1.609         |                 |              |              |              |              |              |              |      |              |              |  |
| Comprehensive Plan Projections         |               | 1.91            | 2.06         | 2.22         | 2.37         | 2.52         | 3.6          | 5.04         |      | 5.92         | 6.09         |  |
| Additional Demand - JPA                |               |                 | 0.048        | 0.095        | 0.143        | 0.238        | 0.38         | 0.618        |      | 0.855        | 1.093        |  |
| Additional Demand - SR 44 West         |               |                 | 0.04         | 0.079        | 0.119        | 0.198        | 0.317        | 0.515        |      | 0.713        | 0.911        |  |
| <b>Remaining Capacity</b>              | <b>1.941</b>  | <b>1.640</b>    | <b>1.402</b> | <b>1.156</b> | <b>0.918</b> | <b>0.594</b> | <b>2.253</b> | <b>0.377</b> |      | <b>2.062</b> | <b>1.456</b> |  |

**Notes:**

Figures shown are represented as million gallons per day (MGD)

Current WUP of 4.98 MGD expires in 2013

10-Year Water Supply Plan due in 2012

**Key:**

Champagne Farms WTP (Phase 1) online (3.5 MGD)

Champagne Farms WTP (Phase 2) online (3.5 MGD)

Degroen Plant planned (4.5 MGD need to satisfy demand)

SW-WTP online; Expansion needed in 2022

# APPENDIX B



**City of Wildwood Wastewater Treatment Facility  
Expansion to 8.1 MGD**



1 inch = 500 feet

City of Wildwood, Florida





- Lake County
- Sumter County
- Town of Astatula
- City of Bushnell
- City of Center Hill
- City of Clermont
- City of Coleman
- City of Eustis
- City of Fruitland Park
- City of Groveland
- Town of Howey-in-the-Hills
- Town of Lady Lake
- City of Leesburg
- City of Mascotte
- City of Minneola
- Town of Montverde
- City of Mount Dora
- City of Tavares
- City of Umatilla
- City of Webster
- City of Wildwood
- Florida Central Railroad
- Lake County Schools
- Sumter County Schools

March 25, 2011

To whom it may concern:

The Lake~Sumter Metropolitan Planning Organization is in support of the City of Wildwood's efforts to install an Emergency/Pedestrian Signal on US 301 (SR 35) in the heart of the community. The location at Rutland Street is adjacent to Fire Station #31 and is a location at which pedestrians cross the federal arterial highway to access businesses and government services.

Because the signal could serve dual purposes of functioning as an emergency signal to allow safe access of emergency vehicles onto US 301 and as a pedestrian signal to alert motorists to legal crossings of pedestrians across US 301, the MPO is supportive of the signal. Furthermore, the City of Wildwood has offered to install the signal and Sumter County has agreed to cover the cost estimated at \$120,000, a fact that further bolsters MPO support of the project.

The request by the City of Wildwood would have to be authorized through the state and federal process as the highway facility is the jurisdiction of the Federal Highway Administration and is managed and maintained by the Florida Department of Transportation. Because the Lake~Sumter MPO is a transportation planning agency that balances local needs and visions with state and federal issues, the MPO respectfully requests support and assistance in authorizing this safety improvement.

Your consideration is appreciated.

Respectfully,

A handwritten signature in black ink, appearing to read "T.J. Fish".

T.J. Fish, AICP  
Executive Director

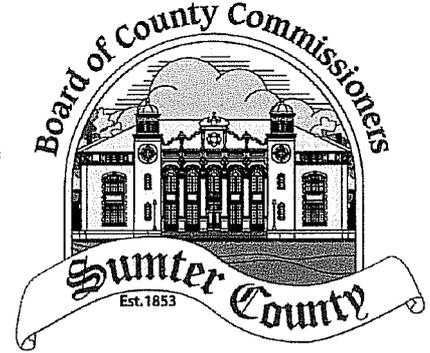
*"Promoting Regional Transportation Partnerships"*  
[www.LakeSumterMPO.com](http://www.LakeSumterMPO.com)

1616 South 14<sup>th</sup> Street, Leesburg, Florida 34748  
Phone (352) 315-0170 - Fax (352) 315-0993

# **Board of County Commissioners**

## **Sumter County, Florida**

7375 Powell Road • Wildwood, FL 34785 • Phone (352) 689-4400 • FAX: (352) 689-4401  
Website: <http://sumtercountyfl.gov>



**2. a. REPORTS & PUBLIC INPUT**  
**(f.2.) FYI – Sumter County BOCC letter reaffirming their financial commitment for and supporting our efforts relative to the Emergency/Pedestrian Signal on US301 and Rutland Street**

April 13, 2011

Mr. Robert Smith  
City Manager  
City of Wildwood  
100 N. Main Street  
Wildwood, FL 34785

RE: US 301 Emergency and Pedestrian Signal at Rutland Street

Dear Mr. Smith,

The Sumter County Board of County Commissioners reaffirmed their financial commitment for the installation of an Emergency and Pedestrian Signal at the intersection of US 301 and Rutland Street at their regular meeting of April 12, 2011.

The “Downtown” Wildwood Fire Station is the busiest (call volume) fire station operated by Sumter County Fire Rescue. The emergency signal at US 301 and Rutland Street will provide for a safer exit of the fire and emergency medical response vehicles from the station on Rutland Street to US 301. While the station is undergoing renovation which began last month, it is our desire to see the signal installed prior to the station being re-opened.

It is recognized that pedestrian traffic occurs between the existing “non-upgraded” pedestrian crossing at Huey Street / MLK and US 301 to the South and C-466A and US 301 to the North. The additional pedestrian crossing at Rutland Street would enhance the safe crossing of pedestrians to access the Wildwood Health Department on Rutland Street, Wildwood City Hall two blocks to the North, and other services and businesses in the area.

Richard “Dick” Hoffman, Dist 1  
(352) 689-4400  
7375 Powell Road  
Wildwood, FL 34785

Doug Gilpin, Dist 2  
2<sup>nd</sup> Vice Chairman  
(352) 689-4400  
7375 Powell Road  
Wildwood, FL 34785

Don Burgess, Dist 3  
Chairman  
(352) 689-4400  
7375 Powell Road  
Wildwood, FL 34785

Garry Breeden, Dist 4  
Vice Chairman  
(352) 689-4400  
7375 Powell Road  
Wildwood, FL 34785

Randy Mask, Dist 5  
Office: (352) 689-4400  
Home: (352) 793-3930  
7375 Powell Road  
Wildwood, FL 34785

Bradley S. Arnold,  
County Administrator  
(352) 689-4400  
7375 Powell Road  
Wildwood, FL 34785

Gloria R. Hayward, Clerk & Auditor  
(352) 793-0215  
209 North Florida Street  
Bushnell, FL 33513

County Attorney  
The Hogan Law Firm  
Post Office Box 485  
Brooksville, Florida 34605

Please accept this letter as endorsement of your efforts to gain approval from the Florida Department of Transportation for the signalization for emergency and pedestrian crossing at US 301 and Rutland Street.

Sincerely,

Bradley Arnold  
County Administrator

C: Honorable Sumter County Board of County Commissioners  
Mayor and Wildwood City Commissioners  
Mr. T.J. Fish, Executive Director, Lake-Sumter Metropolitan Planning  
Organization  
Mr. Scott B. Cottrell, P.E., Sumter County Public Works Director

*City of Wildwood Florida  
Wastewater Department  
1290 Industrial Drive Wildwood, Florida 34785*

*William "Pete" Bennett- Director*

*Telephone # 352-330-1349*

*Fax # 352-330-1350*

DATE: March 31, 2011

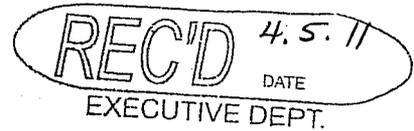
TO: Robert Smith  
City Manager

FROM: Pete Bennett  
Wastewater Director

RE: Lift Station Pump

Main Street South Lift Station handles flow from everything east of CSX RR and South of SR 44. With one pump out, we need to expedite a replacement in order to maintain dependable service to the area. We can't depend on only 1 pump. The pump we lost was 17 yrs. old and with the cost for repairs at \$5,774 vs. a new one at \$7,027.15 including a 5-year warranty, it is cost effective to buy a replacement pump.

City of Wildwood  
Public Works Department  
410 Grey Street  
Wildwood, Florida 34785  
Phone: 352-330-1343 Fax: 352-330-1353



# Memo

**To:** Robert Smith  
**From:** Gene Kornegay  
**Cc:** Commission  
**Date:** 4/4/2011  
**Re:** Quarterly Report for Public Works

---

This is a brief summary of special duties that we have accomplished this quarter (Jan. Feb. and March 2011).

Removed Christmas decorations and banners throughout the City.

Erected a board fence at Millennium Park (Powell Road) in front of the Wildwood Community Center.

Repaired and painted the Wildwood Community Centers doors.

Replaced boards and repainted all 16 benches outside City Hall.

Cleaned and raised storm inlets and installed new traffic grates on Young Circle.

Cleaned out storm inlets on Huey St and repaired inlet top.

Repaired parking lot entrance of i75 gate station (Water Department line leak).

Repaired decorated lights at the Wildwood Community Center and City Hall.

Cut back all road shoulders in the City.

Repaired concrete drive at the Wildwood Community Cemetery.

Worked on getting electric to the new City Hall sign.

Replaced wood decking on Crosley trailer.

Road repairs were made on:

|                            |                              |                             |
|----------------------------|------------------------------|-----------------------------|
| Moss St.                   | Orange & Kilgore             | Wildwood Ave & Arnold Ct    |
| Water Oak                  | Live Oak                     | Village Dr                  |
| Mill St. & 3rd             | Crestview Cir & Judy         | Legion & Kentucky           |
| 5 <sup>th</sup> Ave        | Crestview East               | Lee & Knight                |
| Missouri & Lee             | Hence & Ross                 | Lemon & Peters              |
| Clay Drain Rd              | Webster & Maddox             | Grant                       |
| Peel & Lemon               | Kilgore & Mill               | Mill & Ross                 |
| Hence                      | Pitt & Moss                  | Pitt near Lawrence          |
| 2 <sup>nd</sup> St & Evans | 4 <sup>th</sup> & Ross       | MLK & Ed Lynam              |
| Gray Ave & Mission         |                              | Huey St & St Clair          |
| Webster & Pennsylvania     |                              | Lee St & Knight             |
| Willis St                  | Palmer (3)                   | Kilgore (11)                |
| Clay Drain Rd (10)         | 4 <sup>th</sup> & Kentucky   | 3 <sup>rd</sup> & Evans (2) |
| Roy St                     | 2 <sup>nd</sup> near Johnson | 2 <sup>nd</sup> near Pine   |
| 607 2 <sup>nd</sup> Ave    | 4 <sup>th</sup> near Johnson | Hall St                     |
| Mill St                    | Hence & Ross (3)             | Pitt & Oak (2)              |
| 2 <sup>nd</sup> & Ross (3) | 3 <sup>rd</sup> & Ross       | Ross & Jackson (2)          |
| MLK & High (10)            | Masters (3)                  | Gilliam & Old Wire (2)      |
| Webster & Curry            |                              |                             |

Straightened Stop Signs on:

|                             |                            |                     |
|-----------------------------|----------------------------|---------------------|
| Jackson St.                 | 2 <sup>nd</sup> & Wilson   | Meadows & Pine St   |
| Huey St.                    | Old Wire Rd.               | Barwick & Warfield. |
| Hall & Old Wire Rd.         | 4 <sup>th</sup> & Ross St. | MLK Blvd.           |
| NE 42 <sup>nd</sup> Terrace |                            |                     |

Tree trimming and cutting back right-of-way were done on:

|                                                         |                     |
|---------------------------------------------------------|---------------------|
| Community Center to Ballfields (trimming & under brush) | 1 week of work      |
| CR 505 (trimmed both sides of the road)                 | 1 week of work      |
| North Old Wire Rd. to School Fence sidewalk             | 2 1/2 hours of work |
| Pitt & Oak St to Jackson St.                            | 3 hours of work     |
| CR 232 cleaned up fallen tree on fence                  | 2 hours             |
| High St from Gray to corner of Church north side        |                     |

Moved items out of the City Hall kitchen for floor waxing.

Re-strung Police Department flag pole.

Weekly street sweeping

Working the Grower's Market.

We are maintaining 60 plus miles of right-of-way mowing.

### **3. NEW BUSINESS – ACTION REQUIRED**

#### **a. MINUTES**

1. Minutes of Regular Meeting held on March 28<sup>th</sup>, 2011 (Attachments – Staff recommends approval)

#### **b. ORDINANCES FIRST READING ONLY (READ ONLY – NO VOTE)**

1. Ordinance No. O2011-03, an ordinance (with supporting data) for a small scale land use amendment (industrial to commercial) for Stewood, LLC (Attachments – Staff Recommends Approval)

#### **c. RESOLUTIONS FOR APPROVAL:**

1. None

#### **d. APPOINTMENTS**

1. None

#### **e. CONTRACTS AND AGREEMENTS**

1. General IT Support Services Agreement between the City of Wildwood and The Villages Operating Company d/b/a The Villages Technology Solutions Group (Attachment – Staff Recommends Approval)

#### **f. FINANCIAL**

1. Bills for Approval (Attachments – Staff Recommends Approval)
2. Contract Change Order No. 1 – Hamlet Construction Co. for the CR521 water main extension project (Dave Grimm to address) (Attachments – Staff Recommends Approval)

#### **g. GENERAL ITEMS FOR CONSIDERATION**

1. Request for a six month extension of the O'Dell P.U.D. (Attachments – Staff Recommends Approval)
2. Request to schedule a Special Called Meeting for May 16<sup>th</sup> at 5:30 PM to review COW Land Development Regulations (NO Attachments)
3. Review/discussion (approval) of the regulations for use of the front steps of city hall and/or gazebo (Attachments – Board Option)
4. Review/discussion/approval on the selection of the CDBG Project Administration consultant (Dave Grimm to present) (Attachments – Staff Recommends Approval)

CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA  
REGULAR MEETING  
MARCH 28, 2011 – 7:00 P.M.  
CITY HALL COMMISSION CHAMBER

The City Commission of the City of Wildwood, Florida met in Regular session, March 28, 2011 at 7:00 p.m.

Present were: Mayor Wolf, Commissioners Clark, Allen and Strickland. Also present were: City Manager Smith, City Clerk Jacobs, City Attorney Blair, Police Chief Reeser, and AVT Law.

The meeting was called to order by Mayor Wolf with Commissioner Allen giving the invocation and the audience joining in the Pledge of Allegiance to the American Flag.

1. TIMED ITEMS AND PUBLIC HEARINGS  
None
2. REPORTS AND PUBLIC INPUT

SPECIAL PRESENTATIONS:

Proclamation – declaring April as Water Conservation Month as requested by the State of Florida Water Management Districts and the City of Wildwood

Introduced and read by Mayor Wolf.

Motion by Commissioner Allen, second by Commissioner Clark to adopt Water Conservation Month Proclamation. Motion carried by unanimous vote.

a. City Manager

- (1) FYI – Florida 2010 Census Data released – cities in Sumter County (Attachment) CM Smith noted new data indicates a population of 6,709, a 71% increase since the 2000 census.
- (2) FYI – Hydrant Testing Results from Kimley-Horn & Associates for the “Downtown Pressure Testing” (Attachments) CM Smith noted Chief Gulbrandson had stated to the City that fire flows in the downtown area are insufficient to fight fires. City had Kimley-Horn to test and the test came back that there are sufficient flows, with exception of one area. Repairs are being made and additional testing will be done so there are no issues in the future. The testing showed there was a misconception on the part of the Sumter County Fire Department that there was not sufficient flow. Mayor Wolf noted there are hydrants that need to be painted, and if the Fire Department is responsible for maintenance they should be notified. CM Smith noted that the Fire Department is supposed to paint the hydrant according to the flows and provide the information to the City, this has not yet been done.
- (3) FYI – Copy of letter from SCBOCC to Lake County Board of Commissioners – Termination of Interlocal Agreement between Lake & Sumter Counties for the LS Emergency Medical Services (Attachment) CM Smith noted SCBOCC has unanimously voted to go with Rural Metro.

Minutes  
Page 2  
March 28, 2011

They will be looking to dissolve LSEMS as a corporation and will have to be in effect by September 2011. LSEMS will probably continue under a different name to provide services to Lake County.

- (4) FYI - flyers for Summer Camp and Egg-Stravaganza (Attachments)  
CM Smith to be Easter Bunny again. Extended hours of egg-stravaganza to be held on April 23.
- (5) FYI – Update on Emergency/Pedestrian Signal Light on US301 and Rutland (NO Attachment) CM Smith noted this will be brought before the SCBOCC on April 13. Bradley Arnold did indicate that the County would pay for it and support it, but can't find where it went before the BOCC. Also waiting for letter of support from LSMPO, which they have already stated they would do. Upon receipt of the two letters of support they will be sent with the City's letter to local and state legislators.
- (6) FYI – Update on IT Services Contract (NO Attachment) CM Smith noted that CA Blair made some corrections to the contract, which is now in the hands of the Villages IT Solutions Group and their attorney. Hope to have on April 11 meeting.

b. City Attorney – None

c. City Clerk – None

d. Commission Members

Commissioner Allen – thank you for the sign in front of City Hall. CM Smith – still working on the color.

Mayor Wolf – Status of logo? CM Smith responded quite a few of responses, at least 10.

Mayor Wolf – Status of Powell Road/SR 44 light. CM Smith – received letter from DOT that they would be installing the signal, but that has been all.

Mayor Wolf – Stuart Force with Banks Page Theus is having an employee appreciation barbecue on April 5 from 11 until 1. This is for all City employees including the City Commission, Fire and Rescue, Police department, and City of Coleman employees.

e. Public Forum (10 minute time limit)

(1) Manny Pesco – just opened a 20,000 sq ft Antique Mall in the old Beall's outlet store. Requested that City have an informational billboard to Shop downtown Wildwood, on the major highways. Possibly appoint a committee to look into this idea. Mayor Wolf – turn over to City Manager, and noted that Traditions have seven billboards on I-75 that they pay for. Manny Pesco – this would be to promote all businesses, not just the antique malls. CM Smith – will contact E5 Solutions and Chamber and also meet the Mr. Pesco and bring back to CRA Board.

(2) Robert Hannah – Wildwood Development Community – thanks to City for working with the group. About six weeks ago debris was dumped by the City on MLK Park, which he reported to the P&RC. Still has not been moved. Glass, plastic, etc. Requested the City look into the situation and asked that MLK Park be completed. CM Smith will review and no one

Minutes  
Page 3  
March 28, 2011

from the City should be dumping. Clean up event is coming up on Saturday.

- (3) Sam Saleem – water conservation. In the long term is it cost effective to be using drinking water to water lawns verses the City hooking homes to the reuse water. CM Smith – in the future plan to hook everyone to reuse for irrigation. But it is not cost efficient to construct lines in areas where only one or a few would be hooked up. It could take the City 20 years to recoup the cost of the line.

f. Notes, Reports, and items for the file as attached

3. NEW BUSINESS – ACTION REQUIRED

a. MINUTES

(1) Motion by Commissioner Strickland, second by Commissioner Allen to adopt the Minutes of Regular Meeting of March 14, 2011 as typed. Motion carried by unanimous vote.

b. ORDINANCES FIRST READING ONLY (READ ONLY – NO VOTE)

(1) Ordinance No. O2011-02, an ordinance authorizing the Supervisor of Elections to provide for qualifying of candidates and conduct city elections (Attachments – Board Option)

Ordinance No. O2011-02 was introduced and read by title only. No action on first reading.

c. RESOLUTIONS FOR APPROVAL:

(1) Resolution No. R2011-03, a resolution of the City of Wildwood amending the personnel rules relative to employee travel and other official expenditures compensation plan (Attachments – Staff Recommends Approval)

R2011-03 was introduced and read by title only. CM Smith provided history of current rates. Noted that receipts are required to be turned in for meals and if the receipts are a lower amount that is what the employee will receive.

Motion by Commissioner Strickland, second by Commissioner Allen that Resolution R2011-03: A Resolution Of The City Of Wildwood, Florida; Providing For Amendment Of The Personnel Rules; Repealing Resolution Number 795; And Providing For An Effective Date: is adopted. Motion carried by unanimous vote.

d. APPOINTMENTS

None

e. CONTRACTS AND AGREEMENTS

(1) Interlocal Agreement between Sumter County and the City of Wildwood for CR209 Resurfacing and CR466A widening (Attachments – Staff Recommends Approval)

Minutes  
Page 4  
March 28, 2011

CM Smith – when the City entered into the Interlocal Service Boundary agreements, the City was required to take over certain roadways, and certain roadways had different designations, where the City would never take over Regionally Significant roadways or any sections of roadways that were declared Emergence Regionally Significant roadways. 209 was one of those roadways, on the belief that the interconnection between 213 and 209 would be made. Through two years of discussion with the property owners, they have indicated that they do not want to donate the property to make the interconnection. Without the property, the interconnection is no longer an option, at this time. The next focus was how to make improvements on sections of 209, which will be the City's jurisdiction. PWD Kornegay along with Sumter County Public Works Department has determined that the section between 213 and 462 are not in that bad of shape. The area between 462 and 466. The improvements the City needs to look at are from 214 to 466, but the City doesn't have \$244,000 to put toward the project. City and County reviewed ways to cover the costs. The City currently owns property where the old library sits, and is in close proximity to 466A. Have discussed with the County a trade off of property from the City to the County for storm water run off for 466A for the costs of CR209 improvements. The old library structure is unsafe with the roof caving in. There would have to be an understanding regarding landscape and irrigation for 466A. Have discussed with County to install irrigation lines and City would pay for water. Included in the agreement is also is decorative street lighting on 466A, with the City taking over the maintenance of the lighting. Mayor Wolf and Commissioner Strickland questioned if golf cart shouldn't be addressed in the agreement, noting that the County has denied the City access to County Roads for golf carts.

Commissioner Strickland went on record that he will vote for the agreement, but when the City gets a denial on some of the other stuff, it is hard for him to cooperate when the City does not get to pick and choose on what we cooperate on. Mayor Wolf noted that this has to be done.

Motion by Commissioner Allen, second by Commissioner Clark that the Interlocal Agreement between Sumter County and the City of Wildwood for CF209 Resurfacing and CR466A widening be adopted, contingent upon no deed restrictions exist on old library property. Motion carried by unanimous vote.

(2) Review/discussion/approval of Contract to provide the State Mandated Evaluation of Pension Benefits Provided to Retirees (Attachments – Board Option)

CM Smith – this is an unfunded mandate.

Motion by Commissioner Strickland, second by Commissioner Allen to approve the contract for state mandated evaluation of pension benefits provided to retirees. Motion carried by unanimous vote.

Minutes  
Page 5  
March 28, 2011

f. FINANCIAL

- (1) Bills for Approval (Attachments – Staff Recommends Approval)

Motion by Commissioner Allen, second by Commissioner Strickland to pay the bills. Motion carried by unanimous vote.

g. GENERAL ITEMS FOR CONSIDERATION

- (1) Discussion regarding the possibility of a cell (communications) tower at Millennium Park (Attachments – Board Option)

CM Smith – have been contacted by several cell tower companies related to Millennium Park, RIB sites, and water plant locations. The Villages do not allow cell towers except on water tanks. Cell towers are restricted by LDR and must be through a special exception for Ag land and industrial land. Looking at reworking LDR to allow cell towers on public facility lands. Do not want to start negotiations with any of the cell tower companies if the Commission is totally against towers on any of the sites. City could build tower and lease out to the companies. Is Commission against towers on public facilities sites or is City Manager to explore further the possibility of City constructing tower and leasing space or private company building tower and leasing space?

Mayor Wolf opposed to Millennium Park location for several reasons. Shouldn't do anything that will jeopardize anyone and properties that have annexed into the City.

Commissioner Clark noted that if the City built the tower they could lease space to more than one company. They do plan to build one in the area of Millennium Park, because towers are about nine miles apart and within the grid circle.

Commissioner Strickland stated no to Millennium Park location. The Villages don't allow them and we are trying present ourselves, especially through that corridor as comparable to the Villages, and then someone says you can go right across the street and Wildwood will let you do it. Don't believe it will look good if we will have a medical or clinical office space not build because of a tower. 501 water plant is different story, but it doesn't sound like that location would work. If the Villages allows them on their water tower, what about the City water tower. CM Smith – will propose that to some of the carriers and bring back.

Mayor Wolf – don't see where there would be any objections from property owners to the 501 or RIB site. If the City could sell space on the water tower, that could be feasible.

General consent of Commission – get more information and bring back.

- (2) Update on City Golf Cart Access (For Your Information) (Attachments)

Minutes  
Page 6  
March 28, 2011

CM Smith – was shocked by County’s denial. Mayor Wolf – Commissioner Strickland is right in it is hard to cooperate when City is denied requests. CM Smith – will be following up how much will right-of-way acquisition costs, and waiting on socio-economic data from the Census to see what it is for the population in that area.

4. ADJOURN:

Upon a motion by Commissioner Allen, second by Commissioner Strickland the meeting was adjourned.

CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA

S E A L

ATTEST: \_\_\_\_\_  
Joseph Jacobs, City Clerk

\_\_\_\_\_  
Ed Wolf, Mayor

**CITY COMMISSION OF THE CITY OF WILDWOOD**

**EXECUTIVE SUMMARY**

**SUBJECT:** Small Scale Land Use Amendment

**Ord. 02011-03**

Small scale land use amendment to change the future land use from Industrial to Commercial on 5.1 acres

**REQUESTED ACTION:** Applicant – Stewood, LLC

**(BACKUP DATA)**

- Work Session (Report Only)
- Regular Meeting

**DATE OF MEETING:** 4/11/11  
 Special Meeting

**CONTRACT:**  N/A  
 Effective Date: \_\_\_\_\_  
 Managing Division / Dept: \_\_\_\_\_

Vendor/Entity: \_\_\_\_\_  
 Termination Date: \_\_\_\_\_

**BUDGET IMPACT:** \_\_\_\_\_

- Annual
- Capital
- N/A

**FUNDING SOURCE:** \_\_\_\_\_  
**EXPENDITURE ACCOUNT:** \_\_\_\_\_

**HISTORY/FACTS/ISSUES:**

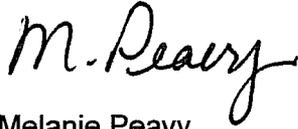
The applicant, Stewood LLC, seeks approval and a favorable recommendation from the Planning and Zoning Board/Special Magistrate acting as the Local Planning Agency for a Small Scale Future Land Use Map Amendment to the adopted Comprehensive Plan.

The 5.1 acre subject parcel is located on the east side of US 301 and on the north side of CR 124A (Wildwood Oaks retail center). The attached maps illustrate the subject parcel's relation to the surrounding area as well as the existing and proposed Future Land Use Map designations within the vicinity.

Staff believes a Future Land Use Map designation of "Commercial" is appropriate and should be recommended for approval based on the following reasons:

- The subject parcel is currently being used for Commercial uses, not Industrial uses;
- The proposed amendment would allow for a less intensive land use on the subject property than that which is currently allowed by the comprehensive plan;
- The subject amendment does not meet the criteria of urban sprawl pursuant to Rule 9J-5, F.A.C;
- Approval of the land use amendment on the subject parcel will not adversely affect surrounding property; and
- Approval of the land use amendment will not cause public facilities to operate below their adopted level of service.

The Special Magistrate recommends approval of the small scale land use amendment to the City Commission. Upon Commission approval, the amendment will be sent to the Department of Community affairs for final review.



Melanie Peavy  
Development Services Director

---

**CITY OF WILDWOOD  
PLANNING & ZONING BOARD/SPECIAL MASTER  
RECOMMENDATIONS**

---

The case below was heard on Tuesday, April 6, 2011 by the Special Magistrate. The applicant seeks approval and favorable recommendation from the Planning & Zoning Board/Special Magistrate for a Small-Scale Land Use Amendment to change the Future Land Use from Industrial to Commercial.

**Case:** CP1103-01  
**Owner:** Stewood, LLC  
**Applicant:** Alan Stewart  
**Property Location:** 4070 CR 124A

Based on the testimony and information presented, the Special Magistrate recommends approval of a Small-Scale Land Use Amendment to change the Future Land Use from Industrial to Commercial. However, the Special Magistrate noted for the record that should the owner wish to revert to an Industrial designation in the future, a higher level of review would be required beyond a basic application.

Dated: \_\_\_\_\_

Proposed

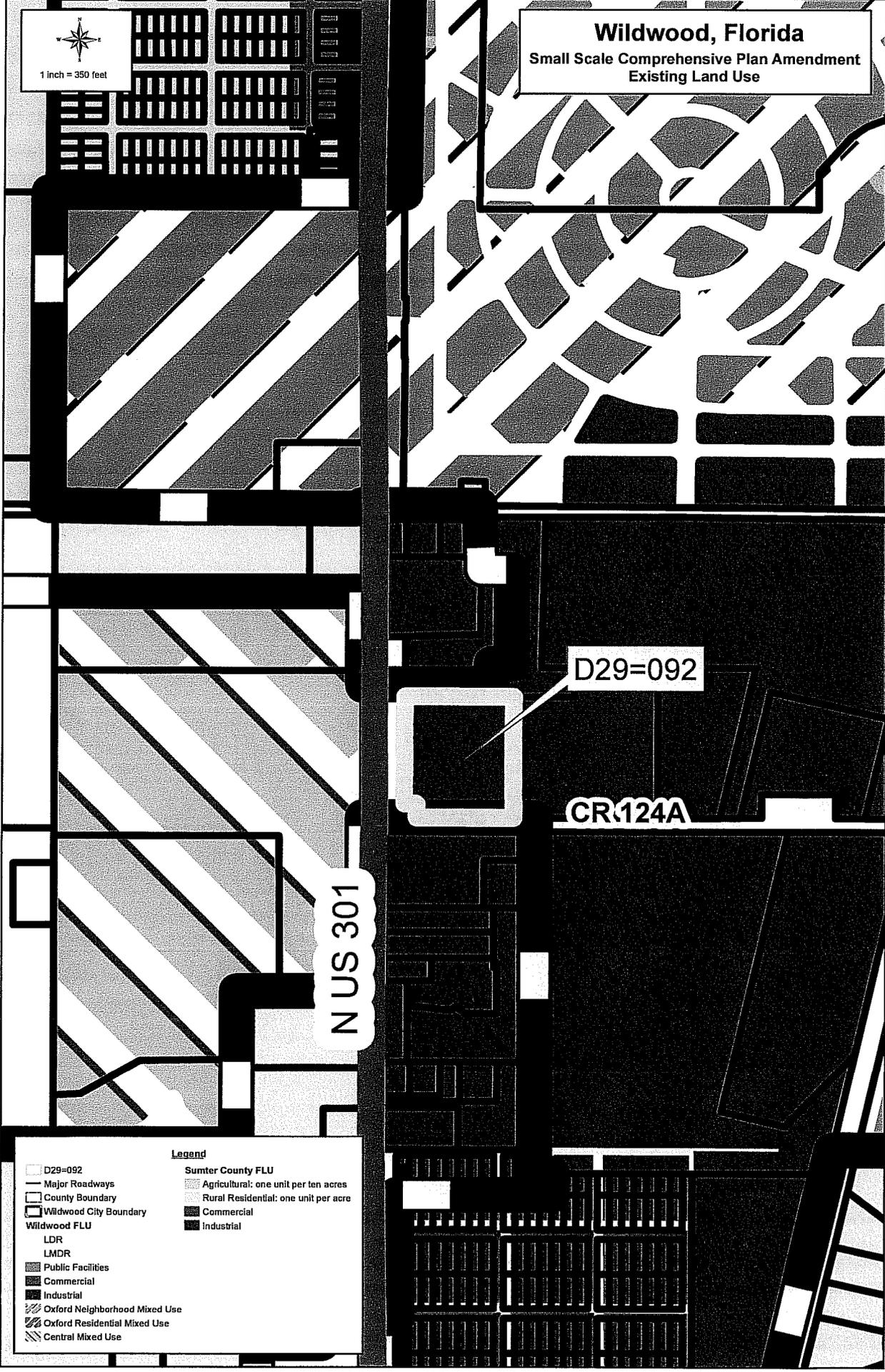
\_\_\_\_\_  
Archie O. Lowry, Jr.  
Special Master  
City of Wildwood



1 inch = 350 feet

# Wildwood, Florida

Small Scale Comprehensive Plan Amendment  
Existing Land Use



**Legend**

|                               |                                      |
|-------------------------------|--------------------------------------|
| D29=092                       | <b>Sumter County FLU</b>             |
| Major Roadways                | Agricultural: one unit per ten acres |
| County Boundary               | Rural Residential: one unit per acre |
| Wildwood City Boundary        | Commercial                           |
| Wildwood FLU                  | Industrial                           |
| LDR                           |                                      |
| LMDR                          |                                      |
| Public Facilities             |                                      |
| Commercial                    |                                      |
| Industrial                    |                                      |
| Oxford Neighborhood Mixed Use |                                      |
| Oxford Residential Mixed Use  |                                      |
| Central Mixed Use             |                                      |

3. NEW BUSINESS - ACTION REQUIRED b. ORDINANCES - 1<sup>ST</sup> READ ONLY (NO VOTE) (1) Ordinance No. O-2011-03, an ordinance (with supporting data) for a small scale land use amendment (Industrial to commercial) for Stewood, LLC



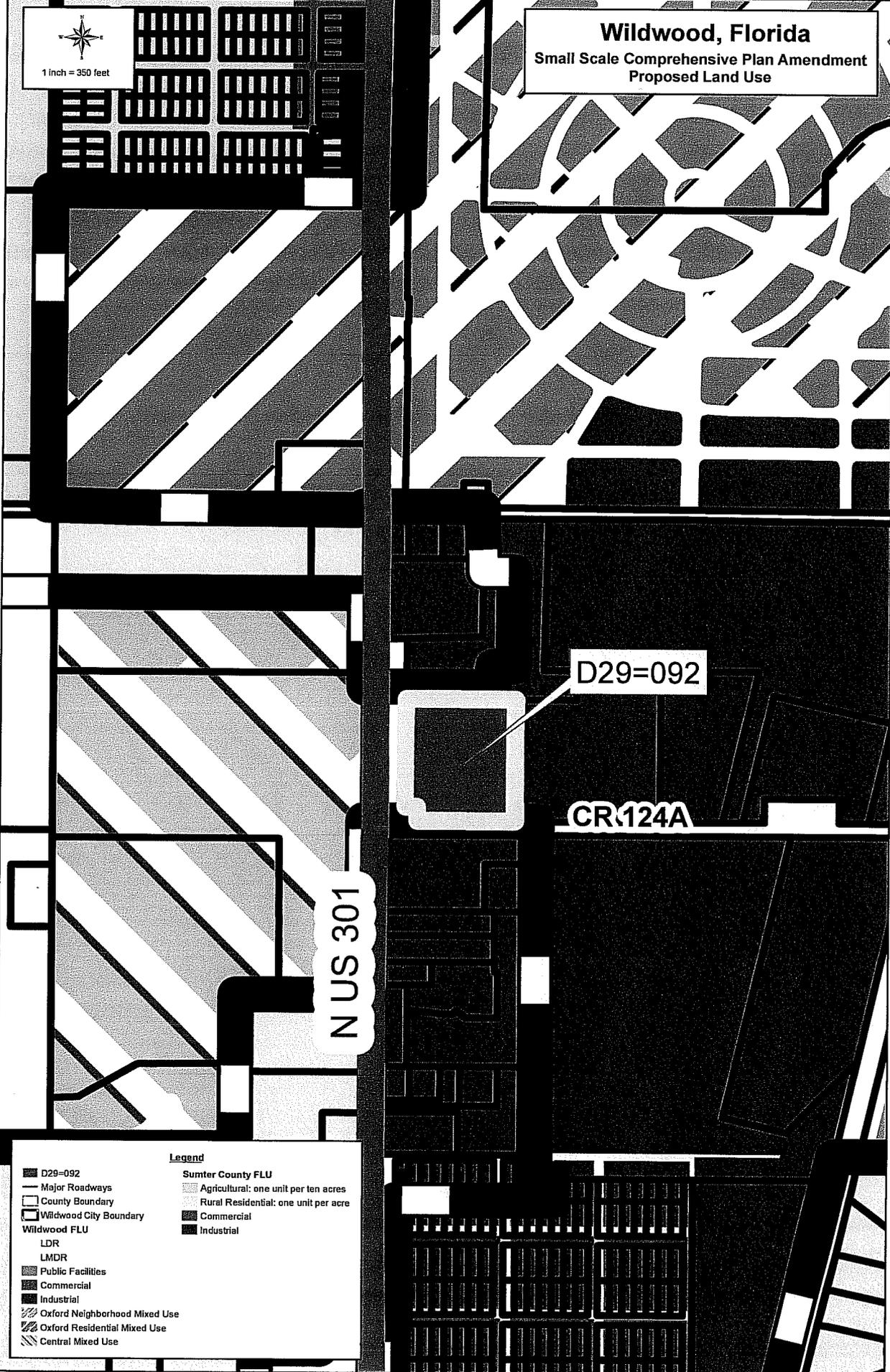
1 inch = 350 feet

# Wildwood, Florida

## Small Scale Comprehensive Plan Amendment

### Proposed Land Use

3. NEW BUSINESS - ACTION REQUIRED b. ORDINANCES - 1<sup>ST</sup> READ ONLY (NO VOTE) (1) Ordinance No. O-2011-03, an ordinance (with supporting data) for a small scale land use amendment (Industrial to commercial) for Stewood, LLC



- Legend**
- D29=092
  - Major Roadways
  - County Boundary
  - Wildwood City Boundary
  - Wildwood FLU
    - LDR
    - LMDR
    - Public Facilities
    - Commercial
    - Industrial
    - Oxford Neighborhood Mixed Use
    - Oxford Residential Mixed Use
    - Central Mixed Use
  - Sumter County FLU
    - Agricultural: one unit per ten acres
    - Rural Residential: one unit per acre
    - Commercial
    - Industrial

**ORDINANCE NO. O2011- 03**

AN ORDINANCE OF THE CITY OF WILDWOOD FLORIDA;  
PROPOSING A SMALL SCALE LAND USE AMENDMENT  
TO THE ADOPTED LOCAL COMPREHENSIVE PLAN AND  
FUTURE LAND USE MAP IN ACCORDANCE WITH THE  
GROWTH MANAGEMENT ACT OF 1985, AS AMENDED;  
PROVIDING FOR CODIFICATION; PROVIDING FOR  
CONFLICT; 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 the land use amendment described as follows, to-wit:

**Stewood, LLC**  
**Parcel #: D29=092**  
**Containing 5.1 acres more or less**

THAT PART OF THE N.W. 1/4 OF THE N.W. 1/4 OF SECTION 29, TOWNSHIP 18 SOUTH, RANGE 23 EAST, IN SUMTER COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF THE N.W. 1/4 OF THE N.W. 1/4 OF SAID SECTION 29, TOWNSHIP 18 SOUTH, RANGE 23 EAST, AND RUN S.89°47'37"E. ALONG THE SOUTH LINE OF THE N.W. 1/4 OF THE N.W. 1/4 A DISTANCE OF 138.71 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 301, SAID RIGHT-OF-WAY BEING 132 FEET EAST OF CENTERLINE; THENCE N.00°12'14"E. ALONG SAID EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 301 A DISTANCE OF 60.54 FEET TO AN IRON PIN LABELED P.L.S. 2480, SAID POINT BEING ON THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 124-A; THENCE CONTINUE N.00°12'14"E. ALONG SAID EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 301 A DISTANCE OF 50.00 FEET TO A CONCRETE MONUMENT LABELED L.B. 707 AND THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING, CONTINUE N.00°12'14"E. ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 450.00 FEET TO A CONCRETE MONUMENT LABELED L.B. 707; THENCE S.89°47'37"E., 450.00 FEET TO A CONCRETE MONUMENT LABELED L.B. 707; THENCE S.00°12'14"W., 500.00 FEET TO A CONCRETE MONUMENT LABELED L.B. 707, SAID CONCRETE MONUMENT BEING ON THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 124-A; THENCE N.89°47'37"W., ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 400.00 FEET TO A CONCRETE MONUMENT LABELED L.B. 707; THENCE N.89°47'37"W., 50.00 FEET TO THE POINT OF BEGINNING.

SUBJECT TO ALL EASEMENTS, RIGHTS-OF-WAY AND RESTRICTIONS OF RECORD, IF ANY

This property is to be reclassified from City comprehensive plan category "Industrial" to City comprehensive plan category "Commercial"

AND WHEREAS, the City is also proposing to amend the Future Land Use Map to include 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 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 is attached hereto and incorporated herein by reference.

SECTION 2. With the recommendations of the City Commission, the proposed land use amendment is hereby transmitted by the City Commission to the Florida Department of Community Affairs.

SECTION 3. All ordinances or parts of ordinances in conflict herewith, be, and the same are hereby repealed.

SECTION 4. 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. This ordinance shall take effect upon its final reading by the City Commission of the City of Wildwood.

DONE AND ORDAINED this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by the City Commission of the City of Wildwood, Florida.

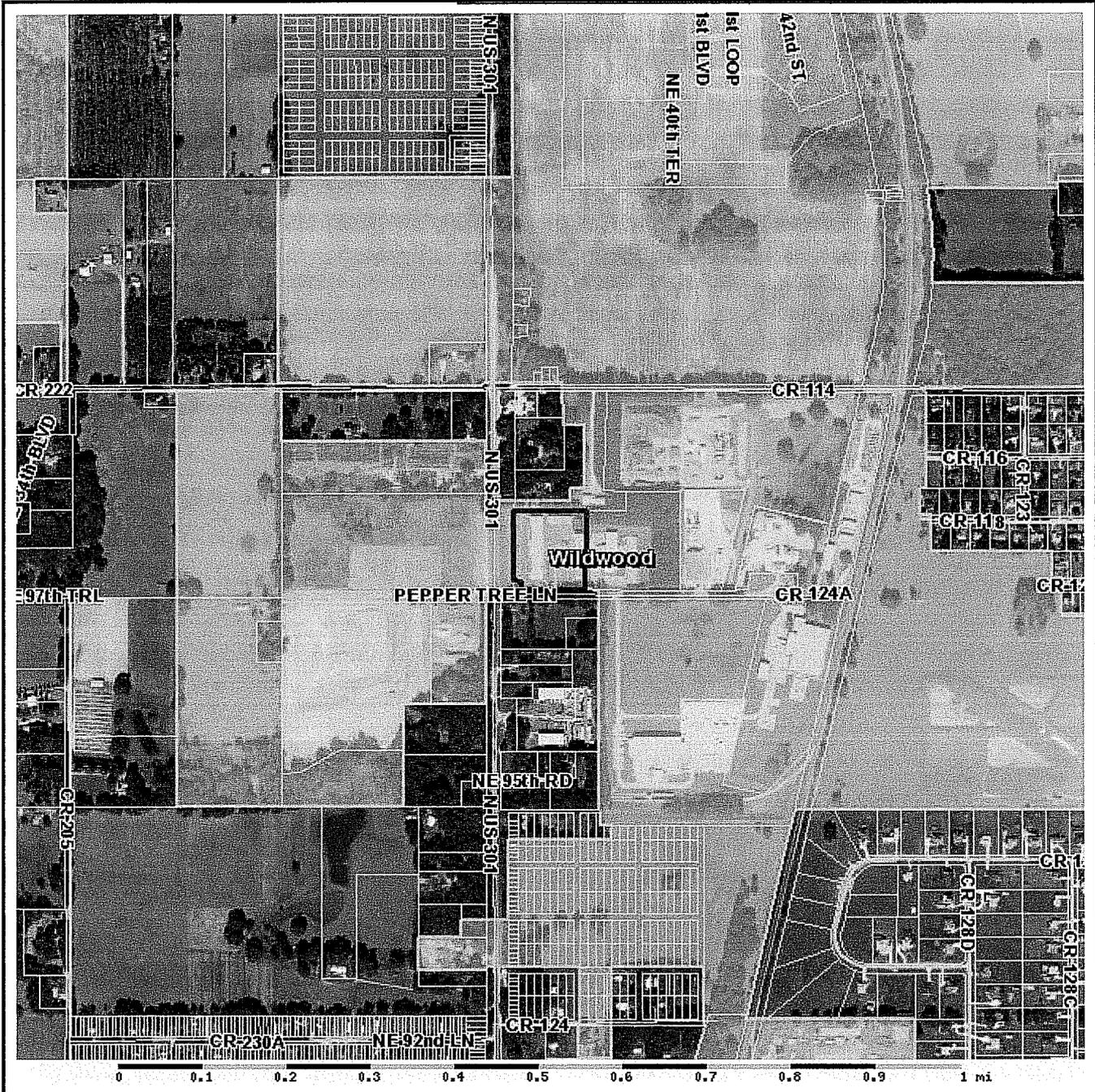
CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA

S E A L

ATTEST: \_\_\_\_\_  
Joseph Jacobs, City Clerk

\_\_\_\_\_  
Ed Wolf, Mayor

First Reading: \_\_\_\_\_



**Sumter County BOCC - GIS**  
 BOCC - Bushnell, FL 33513 | 352-793-0200

Parcel ID: **D29=092**  
**STEWOD LLC**  
 1311 HEIM RD MOUNT DORA, FL 32757  
 Street: 4070 CR 124A  
 S/T/R: 29/18/23 COMM AT THE SW COR OF NW 1/4 OF NW 1/4 RUN S 89 DEG 47 MIN 37 SEC E 138.71 FT TO PT ON E/R/W LINE OF US HWY 301 N 00 DEG

| Sales    |          |          |              |
|----------|----------|----------|--------------|
| 7/1/2005 | 1417/732 | Vacant   | \$100.00     |
| 7/1/2005 | 1444/604 | Improved | \$128,700.00 |

NOTES:



This information was derived from data which was compiled by the Sumter County BOCC - GIS. This information should not be relied upon by anyone as a determination of the ownership of property, legal boundary representation, or market value. The map image is not a survey and shall not be used in any Title Search or any official capacity. No warranties, expressed or implied, are provided for the accuracy of the data herein, its use, or its interpretation. This information was last and may not reflect the data currently on file at our office.

powered by:  
**GrizzlyLogic.com**

## GENERAL IT SUPPORT SERVICES AGREEMENT

**THIS GENERAL IT SUPPORT SERVICES AGREEMENT** (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011 (the “Effective Date”) by and between **THE VILLAGES OPERATING COMPANY**, a Florida corporation whose address is 1020 Lake Sumter Landing, The Villages, Florida 32162 d/b/a **THE VILLAGES TECHNOLOGY SOLUTIONS GROUP** (“TSG”) and the **CITY OF WILDWOOD**, a political subdivision of the State of Florida whose address is 100 North Main Street, Wildwood, Florida 34785 (“Wildwood”).

### RECITALS

- A. Wildwood is in need of certain general IT support services for its computer systems and networks (“General IT Support Services”).
- B. TSG is in the business of providing General IT Support Services for computer systems and networks.
- C. At this time, TSG and Wildwood wish to set forth their agreement concerning TSG providing Wildwood with General IT Support Services.

**NOW THEREFORE**, in consideration of the mutual covenants herein contained and other good and valuable consideration, the parties hereto agree as follows:

1. Description of Services: TSG shall provide from time to time the services described in the attached *Exhibit “A”*. For emergencies, TSG shall initiate work upon written or verbal instruction. For non-emergency projects, Wildwood shall request work to be performed under this Agreement on a written work order. Such order shall define the scope of work requested and provide time frames for completion of the requested work. Upon signature of the work order by TSG, such work order shall define the scope of work and the time frames within which the work will be completed. In the event the provisions of the work order and this Agreement are contrary, the provisions of the work order shall control.
2. Term: The term of this Agreement shall be three (3) years from the Effective Date.
3. Fee Structure: Wildwood shall pay the fees set forth in the attached *Exhibit “B”*. All services requiring work away from TSG’s usual place of business shall be billed from the time of departure from TSG’s usual place of business to the time of return to TSG’s usual place of business. TSG shall bill Wildwood on a bi-weekly basis for all services included in that billing cycle. Wildwood shall pay all invoices within thirty (30) days of the billing date. Late payments shall be subject to a late fee of five percent (5%).
4. Ownership of Work Product: Wildwood shall be the owner of all codes and programs created by TSG specifically for Wildwood and placed on the computer systems of Wildwood.

5. Third Party Software Licensing: TSG may from time to time install software or hardware on Wildwood's system that requires licensing arrangements with a third party. Wildwood shall be responsible for acquiring and maintaining the necessary licenses for any third party software or hardware placed on Wildwood's computer systems.

6. Access to System: Wildwood agrees to provide TSG with the necessary access to the computer system as required for TSG to perform those services contracted for herein. Wildwood shall provide necessary access for TSG to provide its General IT Support Services remotely.

7. Confidential Information: TSG acknowledges that it may have access to certain confidential information when performing the services contracted for herein and agrees to take necessary acts to ensure that TSG does not make public any information that is identified in writing by Wildwood to TSG as confidential and further agrees not to use or disseminate such confidential information except as is necessary to perform its General IT Support Services contracted for herein or as required by law.

8. Employees: Wildwood agrees not to hire employees of TSG for the term of this Agreement and for one year beyond the date this Agreement terminates.

9. Insurance: TSG agrees to keep in place insurance, and produce verification of insurance upon request, with limits not below the following amounts: One Million and 00/100 Dollars (\$1,000,000.00) general liability; Two Million and 00/100 Dollars (\$2,000,000.00) aggregate liability; Two Million and 00/100 Dollars (\$2,000,000.00) professional liability or errors and omissions (E & O); One Million and 00/100 Dollars (\$1,000,000.00) business automobile liability (if applicable); One Hundred Thousand and 00/100 Dollars (\$100,000.00) worker's compensation each accident and each disease; and, Five Hundred Thousand and 00/100 Dollars (\$500,000.00) worker's compensation policy limit. A certificate of insurance naming the City of Wildwood as an additional insured on the General Liability Policy shall be provided. All insurance carriers must have a financing rate of A- or higher by A.M. Best.

10. Damages: Wildwood agrees that damages for any action brought against TSG pursuant to this Agreement shall not exceed the amount of insurance TSG has in place at the time of the event causing such action. In no event shall TSG be liable for special, indirect or consequential damages resulting from work performed under this Agreement.

11. Hold Harmless: TSG agrees to hold Wildwood harmless for any damage done to TSG's computer systems while performing work on Wildwood's computer system.

12. Force Majeure: Each party shall be excused from performing any obligation or undertaking provided for in this Agreement for so long as such performance is prevented or delayed, retarded or hindered by act of God, fire, earthquake, flood, explosion, action of the elements, war, invasion, insurrection, riot, mob violence, sabotage, inability to procure or general shortage of labor,

equipment, facilities, materials or supplies in the open market, failure of transportation, strike, lockout, action of labor unions, requisition, laws, orders of government or civil or military or naval authorities, or any other cause, whether similar or dissimilar to the foregoing, not within the reasonable control of the party prevented, retarded or hindered thereby, including reasonable delays for adjustments of insurance.

13. Merger. This Agreement contains the entire understanding among the parties and supersedes any prior understandings and agreements between them within the respecting subject matter. There are no representations, agreements, arrangements, or understandings, verbal or written, between and among the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

14. Construction, Jurisdiction, and Venue. This Agreement shall be construed according to the laws of the State of Florida. Jurisdiction and Venue for any action hereunder shall lie within the Fifth Judicial Circuit, in and for Sumter County, Florida.

15. Miscellaneous: TSG and Sumter acknowledge that the parties and their counsel have reviewed and revised this Agreement, and that the normal rule of construction (ambiguities are to be resolved against the drafting party) shall not be employed in the interpretation of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year first above written.

**THE VILLAGES OPERATING COMPANY,**  
a Florida corporation d/b/a The Villages  
Technology Solutions Group

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CITY OF WILDWOOD**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
\_\_\_\_\_, Clerk

Approved as to Form  
and Legal Sufficiency

\_\_\_\_\_  
City Attorney

**BILLS FOR APPROVAL**  
**City of Wildwood, Florida**  
**April 11, 2011**

**3. NEW BUSINESS – ACTION REQUIRED**  
**f. (1) Bills for Approval**

**CITY COMMISSION-LEGISLATIVE DEPARTMENT**

|   |         |                                         |    |          |
|---|---------|-----------------------------------------|----|----------|
| 1 | Payroll | March 27, 2011 Pay Period - 5 Employees | \$ | 2,396.92 |
|---|---------|-----------------------------------------|----|----------|

**CITY MANAGER-EXECUTIVE DEPARTMENT**

|   |                         |                                         |    |           |
|---|-------------------------|-----------------------------------------|----|-----------|
| 2 | Payroll                 | March 27, 2011 Pay Period - 3 Employees | \$ | 10,664.12 |
| 3 | Bright House            | Internet Service                        | \$ | 23.34     |
| 4 | Capital Office Products | Office Supplies                         | \$ | 46.71     |
| 5 | IMS                     | Monthly Computer Maintenance Contract   | \$ | 183.92    |

**CITY CLERK-FINANCIAL & ADMINISTRATIVE DEPARTMENT**

|    |                               |                                         |    |           |
|----|-------------------------------|-----------------------------------------|----|-----------|
| 6  | Payroll                       | March 27, 2011 Pay Period - 4 Employees | \$ | 11,344.13 |
| 7  | Business Techs Inc            | Repair IBM Typewriter                   | \$ | 79.00     |
| 8  | Bright House                  | Internet Service                        | \$ | 31.03     |
| 9  | Capital Office Products       | Office Supplies                         | \$ | 12.56     |
| 10 | Ernie Morris Enterprises, Inc | Office Supplies                         | \$ | 58.90     |
| 11 | IMS                           | Monthly Computer Maintenance Contract   | \$ | 578.16    |
| 12 | Progress Energy               | Electric Service                        | \$ | 2,280.98  |
| 13 | Wildwood Ace Hardware         | Dawn, Receipt GFCI                      | \$ | 12.29     |

**DEVELOPMENT SERVICES**

|    |                               |                                         |    |          |
|----|-------------------------------|-----------------------------------------|----|----------|
| 14 | Payroll                       | March 27, 2011 Pay Period - 4 Employees | \$ | 9,507.86 |
| 15 | Bank of America               | Comfort Inns                            | \$ | 120.76   |
| 16 | Bright House                  | Internet Service                        | \$ | 31.12    |
| 17 | Capital Office Products       | Office Supplies                         | \$ | 116.47   |
| 18 | Cason and Gaskins TV Inc      | Keyboard and Mouse                      | \$ | 39.99    |
| 19 | C & C Reprographics and Copy  | Bond Copy, Lamination                   | \$ | 10.10    |
| 20 | Ernie Morris Enterprises, Inc | Office Supplies                         | \$ | 18.47    |
| 21 | IMS                           | Monthly Computer Maintenance Contract   | \$ | 339.55   |
| 22 | The Daily Commercial          | Ad                                      | \$ | 176.71   |

**HUMAN RESOURCES**

|    |              |                                        |    |          |
|----|--------------|----------------------------------------|----|----------|
| 23 | Payroll      | March 27, 2011 Pay Period - 1 Employee | \$ | 2,262.34 |
| 24 | Bright House | Internet Service                       | \$ | 7.78     |

**POLICE DEPARTMENT**

|    |                                    |                                          |    |           |
|----|------------------------------------|------------------------------------------|----|-----------|
| 25 | Payroll                            | March 27, 2011 Pay Period - 28 Employees | \$ | 62,633.30 |
| 26 | Affirmed Medical Services          | First Aid & Safety Products              | \$ | 21.95     |
| 27 | Alexander Hamilton Institute       | Manager's Legal Bulletin                 | \$ | 82.08     |
| 28 | All Terrain Lawn & Tractor         | Autocut, 61PMMC3                         | \$ | 84.37     |
| 29 | Capital Office Products            | Office Supplies                          | \$ | 78.29     |
| 30 | Communications International, Inc. | Radar Calibrations                       | \$ | 617.06    |
| 31 | EGP                                | Monthly Copier Maintenance Contract      | \$ | 111.34    |
| 32 | Ernie Morris Enterprises, Inc      | Office Supplies                          | \$ | 179.40    |
| 33 | Intech Worldwide                   | Support Contract                         | \$ | 3,595.00  |
| 34 | Office Depot                       | Office Supplies                          | \$ | 50.00     |
| 35 | Progress Energy                    | Electric Service                         | \$ | 268.76    |
| 36 | UCF                                | Code Enforcement Training                | \$ | 345.00    |
| 37 | Wildwood Ace Hardware              | Key, Parts for Gas Pump                  | \$ | 3.50      |
| 38 | Wildwood Tire Company              | Tires and Repairs                        | \$ | 589.95    |

**STREET DEPARTMENT**

|    |                                 |                                                      |              |
|----|---------------------------------|------------------------------------------------------|--------------|
| 39 | Payroll                         | March 27, 2011 Pay Period - 10 Employees             | \$ 20,937.88 |
| 40 | Bank of America                 | Lowes                                                | \$ 237.60    |
| 41 | Bright House                    | Internet Service                                     | \$ 39.98     |
| 42 | Dept of Corrections             | Work Squad Third Quarter                             | \$ 14,116.75 |
| 43 | Duval Asphalt                   | E-Z Street Cold                                      | \$ 2,471.10  |
| 44 | Ernie Morris Enterprises, Inc   | Office Supplies                                      | \$ 25.10     |
| 45 | Mid Florida Tractor & Equipment | Blades, Linch Pin                                    | \$ 238.61    |
| 46 | Progress Energy                 | Electric Service                                     | \$ 565.58    |
| 47 | Sesco Brushes                   | Elgin Tube Broom                                     | \$ 1,001.32  |
| 48 | Unifirst                        | Uniforms                                             | \$ 542.17    |
| 49 | Waste Management                | Rolloff Charges                                      | \$ 678.40    |
| 50 | Wildwood Ace Hardware           | Resin Kit, Fasteners, Wire, Cable, Treated Wood, Etc | \$ 595.62    |
| 51 | Wildwood Mower & Saw Inc        | Shaft Asm, Blades, Trimmer Head, Pulley, Etc.        | \$ 748.62    |
| 52 | Wildwood Tire Company           | Tires and Repairs                                    | \$ 290.59    |

**FLEET MAINTENANCE**

|    |                               |                                         |             |
|----|-------------------------------|-----------------------------------------|-------------|
| 53 | Payroll                       | March 27, 2011 Pay Period - 2 Employees | \$ 4,468.17 |
| 54 | AirGas                        | Oxygen, Argon, Acetylene Tanks          | \$ 678.09   |
| 55 | Almond Oil Company            | PC Peerless Red 10/14                   | \$ 95.85    |
| 56 | Big Truck Parts               | Filters                                 | \$ 208.00   |
| 57 | Bright House                  | Internet Service                        | \$ 11.00    |
| 58 | Ernie Morris Enterprises, Inc | Office Supplies                         | \$ 8.63     |
| 59 | Interstate Battery System     | Batteries                               | \$ 339.30   |
| 60 | Progress Energy               | Electric Service                        | \$ 27.50    |
| 61 | Unifirst                      | Uniforms                                | \$ 96.61    |
| 62 | Valley National Gases         | Final Invoice of Tanks                  | \$ 29.52    |
| 63 | Wildwood Ace Hardware         | Super Glue, Key                         | \$ 8.86     |
| 64 | Wildwood Mower & Saw Inc      | GPI                                     | \$ 3.00     |

**COMMUNITY RE-DEVELOPMENT**

|    |                                  |                                                   |             |
|----|----------------------------------|---------------------------------------------------|-------------|
| 65 | Payroll                          | March 27, 2011 Pay Period - 1 Employee            | \$ 2,862.16 |
| 66 | Bright House                     | Internet Service                                  | \$ 7.78     |
| 67 | Coy Thomas Electric, Inc.        | Electrical Wiring for City Hall Sign              | \$ 328.00   |
| 68 | Duchart Land Surveying, Inc      | Boundary Survey Old Library at Michigan & Webster | \$ 750.00   |
| 69 | Star-Banner                      | CDBG Ad                                           | \$ 57.12    |
| 70 | The Villages Technology Solution | Technical Support for New City Hall Sign          | \$ 160.00   |

**PARKS AND RECREATION**

|    |                               |                                                     |             |
|----|-------------------------------|-----------------------------------------------------|-------------|
| 71 | Payroll                       | March 27, 2011 Pay Period - 6 Employees             | \$ 8,525.31 |
| 72 | Ayers Distributing            | Plastic Eggs - Easter Extravaganza                  | \$ 1,632.00 |
| 73 | Bank of America               | FDLE, Wal-Mart, Custom Kingdom                      | \$ 219.52   |
| 74 | Bright House                  | Internet Service                                    | \$ 15.56    |
| 75 | Capital Office Products       | Office Supplies                                     | \$ 1.95     |
| 76 | Cason and Gaskins TV Inc      | Amps Ballfields                                     | \$ 3.98     |
| 77 | Central Pump & Supply, Inc.   | Hunter Nozzles, Spray Body                          | \$ 26.88    |
| 78 | Culligan                      | Water Softener Rental                               | \$ 32.95    |
| 79 | Dept of Corrections           | Work Squad Second Quarter                           | \$ 8,470.05 |
| 80 | John Deere Landscapes         | Top Choice Insecticide, Herbicide, Line Marker, Etc | \$ 2,399.18 |
| 81 | Progress Energy               | Electric Service                                    | \$ 1,203.65 |
| 82 | Sharp Fence Construction, LLC | Two Dugouts                                         | \$ 5,450.00 |
| 83 | T & D Waste Services, Inc     | Port O Let Rentals                                  | \$ 115.00   |
| 84 | Unifirst                      | Uniforms                                            | \$ 81.56    |
| 85 | WescoTurf Inc                 | Spring Tine Replace                                 | \$ 99.47    |

|    |                          |                                                   |    |        |
|----|--------------------------|---------------------------------------------------|----|--------|
| 86 | Wildwood Ace Hardware    | PVC, Sprinkler Rotor, Windshield Wash, Cable Ties | \$ | 467.84 |
| 87 | Wildwood Mower & Saw Inc | Carburetor, Fuel Tank, Air Filter, Blades, Etc.   | \$ | 323.72 |
| 88 | Wildwood Tire Company    | Tires and Repairs                                 | \$ | 287.90 |

**COMMUNITY CENTER & OXFORD COMMUNITY CENTER**

|    |                       |                                |    |        |
|----|-----------------------|--------------------------------|----|--------|
| 89 | Bright House          | Internet Service               | \$ | 79.95  |
| 90 | Oracle Elevator       | Quarterly Maintenance Contract | \$ | 395.61 |
| 91 | Unifirst              | Rugs                           | \$ | 51.65  |
| 92 | Wildwood Ace Hardware | Parts for Gas Pump Repair      | \$ | 0.08   |

**PHYSICAL ENVIRONMENT ADMINISTRATIVE DEPARTMENT**

|    |                         |                                         |    |          |
|----|-------------------------|-----------------------------------------|----|----------|
| 93 | Payroll                 | March 27, 2011 Pay Period - 3 Employees | \$ | 5,528.94 |
| 94 | Bright House            | Internet Service                        | \$ | 23.34    |
| 95 | Capital Office Products | Office Supplies                         | \$ | 1.95     |
| 96 | IMS                     | Monthly Computer Maintenance Contract   | \$ | 293.92   |
| 97 | Office Depot            | Office Supplies                         | \$ | 18.81    |
| 98 | Progress Energy         | Electric Service                        | \$ | 717.30   |
| 99 | Wildwood Ace Hardware   | Dawn, Receipt GFCI                      | \$ | 12.28    |

**WATER DEPARTMENT**

|     |                                    |                                                  |    |           |
|-----|------------------------------------|--------------------------------------------------|----|-----------|
| 100 | Payroll                            | March 27, 2011 Pay Period - 10 Employees         | \$ | 19,163.84 |
| 101 | Bank of America                    | FDEP, Office Depot, Florida Rural Water          | \$ | 414.99    |
| 102 | Besco Electric Supply Company      | 120 VAC Relay                                    | \$ | 222.01    |
| 103 | B & M Equipment                    | Double Drum Roller                               | \$ | 131.08    |
| 104 | Brenntag                           | Liquid Chlorine                                  | \$ | 920.56    |
| 105 | Bright House                       | Internet Service                                 | \$ | 79.95     |
| 106 | Capital Office Products            | Office Supplies                                  | \$ | 1.19      |
| 107 | Dept of Corrections                | Work Squad Second Quarter                        | \$ | 2,823.35  |
| 108 | Electronics & Communication        | Radio to Replace Non Compliant Midland           | \$ | 330.00    |
| 109 | Ferguson Enterprises, Inc          | PVC Pipe, Couplings, Flag Tape, Wire, Paint, Etc | \$ | 958.10    |
| 110 | HD Supply WaterWorks               | Air Release Valve                                | \$ | 200.00    |
| 111 | Law Enforcement Supply             | Linear Strb Tube                                 | \$ | 172.99    |
| 112 | LKO Crystal River                  | Speedometer Head Cluster                         | \$ | 100.00    |
| 113 | Office Depot                       | Office Supplies                                  | \$ | 374.95    |
| 114 | Plant Technicians                  | Environmental Testing                            | \$ | 465.00    |
| 115 | Progress Energy                    | Electric Service                                 | \$ | 1,523.73  |
| 116 | Sumter Electric                    | Electric Service                                 | \$ | 3,820.92  |
| 117 | Sunshine State One Call of Florida | Locators for Month of March 2011                 | \$ | 193.49    |
| 118 | The Dumont Company, Inc            | Hypochlorite Solution, Clear Flow PT-7036        | \$ | 3,227.25  |
| 119 | Unifirst                           | Uniforms                                         | \$ | 430.92    |
| 120 | Verizon Wireless                   | Broadband                                        | \$ | 113.60    |
| 121 | Wildwood Ace Hardware              | PVC Pipe, Rubber Stopper, Wire, Battery, Etc.    | \$ | 420.51    |
| 122 | Wildwood Mower & Saw Inc           | Kit Carb, Scag Blade, Blades, Engine Oil Mix     | \$ | 98.89     |
| 123 | Wildwood Tire Company              | Tires and Repairs                                | \$ | 510.00    |

**WASTEWATER DEPARTMENT**

|     |                                    |                                                |    |           |
|-----|------------------------------------|------------------------------------------------|----|-----------|
| 124 | Payroll                            | March 27, 2011 Pay Period - 14 Employees       | \$ | 32,583.47 |
| 125 | Bank of America                    | CVS, UF Doce Treeo, Office Depot, FDEP Renewal | \$ | 808.09    |
| 126 | Big Truck Parts, Inc               | Filters                                        | \$ | 23.50     |
| 127 | C & C Peat Co., Inc                | Sludge Removal                                 | \$ | 5,120.00  |
| 128 | Cason and Gaskins TV Inc           | USB, Recorder, Wireless Optical, Sandisk       | \$ | 132.93    |
| 129 | Central Pump & Supply, Inc.        | Hunter Gear Rotor, Battery Controller          | \$ | 532.80    |
| 130 | Dept of Corrections                | Work Squad Second Quarter                      | \$ | 2,823.35  |
| 131 | Environmental Safety Professionals | Balance Calibration                            | \$ | 75.00     |

|     |                                    |                                                 |    |           |
|-----|------------------------------------|-------------------------------------------------|----|-----------|
| 132 | George Nahas Chevrolet, Inc        | Weather Strip                                   | \$ | 75.50     |
| 133 | HD Supply WaterWorks               | Flex CPLG                                       | \$ | 44.00     |
| 134 | ITT Water & Wastewater USA         | DC Battery, Submersible Pump                    | \$ | 4,052.45  |
| 135 | Luzadder, Inc                      | Install Surge Protection                        | \$ | 805.00    |
| 136 | Odyssey                            | Hypochlorite Solution                           | \$ | 2,487.51  |
| 137 | Progress Energy                    | Electric Service                                | \$ | 18,738.71 |
| 138 | Sumter Tire & Auto, Inc            | Tire Repair                                     | \$ | 15.00     |
| 139 | Sunshine State One Call of Florida | Locators for Month of March 2011                | \$ | 193.50    |
| 140 | Unifirst                           | Uniforms                                        | \$ | 517.75    |
| 141 | Utility Technicians, Inc           | Repair Discharge Piping in Lift Stations 36 & 5 | \$ | 1,900.00  |
| 142 | Wildwood Ace Hardware              | Concrete Pad, Motor Mix, Gauge, Padlock Series  | \$ | 698.91    |
| 143 | Wildwood Mower & Saw Inc           | Blades, Engine Oil Mix, Trimmer Line            | \$ | 85.73     |

**ATTORNEYS/CONSULTANTS/SURVEYORS**

|     |                               |           |    |           |
|-----|-------------------------------|-----------|----|-----------|
| 144 | Jerri A Blair                 | Attorney  | \$ | 10,000.00 |
| 145 | Kimley-Horn & Associates, Inc | Engineers | \$ | 14,604.20 |

**FUEL INVENTORY**

|     |                         |                           |    |          |
|-----|-------------------------|---------------------------|----|----------|
| 146 | Lynch Oil Company, Inc. | Regular Unleaded Gasoline | \$ | 6,687.66 |
|-----|-------------------------|---------------------------|----|----------|

---

|              |  |  |    |                   |
|--------------|--|--|----|-------------------|
| <b>TOTAL</b> |  |  | \$ | <b>337,814.85</b> |
|--------------|--|--|----|-------------------|

---

CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA

SEAL

ATTEST: \_\_\_\_\_  
Joseph Jacobs, City Clerk

\_\_\_\_\_  
Ed Wolf, Mayor

SECTION 00850 – CONTRACT CHANGE ORDER

Change Order No. 1

Date of Issuance: March 31, 2011

Effective Date: March 31, 2011

|                                         |                         |                                   |
|-----------------------------------------|-------------------------|-----------------------------------|
| Project: CR 521 Watermain Extension     | Owner: City of Wildwood | Owner's Contract No.: WW-2011-01  |
| Contract: CR 521 Watermain Extension    |                         | Date of Contract: March 1, 2011   |
| Contractor: Hamlet Construction Company |                         | Engineer's Project No.: 142173048 |

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Additional labor and equipment time for unsuitable materials.

Attachments (list documents supporting change): Monetary breakdown sheets provided by Hamlet Construction.

Change order request from Hamlet Construction Company, dated 3/29/2011.

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$35,890.00

[Increase] [Decrease] from previously approved Change Orders No. n/a to No. n/a:

\$35,890.00

Contract Price prior to this Change Order:

\$35,890.00

(Increase) [Decrease] of this Change Order:

\$1,980.00

Contract Price incorporating this Change Order:

\$37,870.00

Original Contract Times:

Working days  Calendar days

Substantial completion (days or date): March 31, 2011

Ready for final payment (days or date): April 10, 2011

[Increase] [Decrease] from previously approved Change Orders No. n/a to No. n/a:

Substantial completion (days): March 31, 2011

Ready for final payment (days): April 10, 2011

Contract Times prior to this Change Order:

Substantial completion (days or date): March 31, 2011

Ready for final payment (days or date): April 10, 2011

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): no change

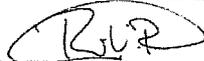
Ready for final payment (days or date): no change

Contract Times with all approved Change Orders:

Substantial completion (days or date): March 31, 2011

Ready for final payment (days or date): April 10, 2011

RECOMMENDED:

By: 

Engineer (Authorized Signature)

Date: March 31, 2011

Approved by Funding Agency (if applicable):

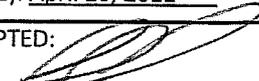
ACCEPTED:

By: \_\_\_\_\_

Owner (Authorized Signature)

Date: \_\_\_\_\_

ACCEPTED:

By: 

Contractor (Authorized)

Date: 4/1/11

Date: \_\_\_\_\_

END OF SECTION

## CITY COMMISSION OF THE CITY OF WILDWOOD

### EXECUTIVE SUMMARY

**SUBJECT:** O'Dell PUD

Extension of O'Dell PUD

**REQUESTED ACTION:**

- Work Session (Report Only)  
 Regular Meeting

**DATE OF MEETING:** 4/11/11  
 Special Meeting

**CONTRACT:**

N/A  
Effective Date: \_\_\_\_\_  
Managing Division / Dept: \_\_\_\_\_

Vendor/Entity: \_\_\_\_\_  
Termination Date: \_\_\_\_\_

**BUDGET IMPACT:** \_\_\_\_\_

- Annual  
 Capital  
 N/A

**FUNDING SOURCE:** \_\_\_\_\_  
**EXPENDITURE ACCOUNT:** \_\_\_\_\_

**HISTORY/FACTS/ISSUES:**

Phillip Craig O'Dell, Trustee is requesting a six (6) month extension of the O'Dell PUD – Ordinance #621, due to real estate market conditions.

Ordinance #553 Section (k)(1) allows for the City Commission to grant extensions of approvals for periods of up to six (6) months provided the applicant can show good cause why said development was delayed under the originally approved development plan.

Therefore, staff recommends that the Commission grant the requested extension.

*M. Peavy*

Melanie Peavy  
Development Services Director

March 28, 2011

TO: City of Wildwood  
From: James & Mildred O'Dell Trust  
RE: Renewal of PUD

This is formal request for a Two year renewal of the PUD that was approved in October of 2008.

**Current Status:** There was a six month extension effective October of 2010. Since that time, 30 acres of the PUD was sold to Outo-Kumpu. It appears their current plans are to use that land as buffer to their plant site. This 30 acres parcel gives them a sizable distance from any potential development.

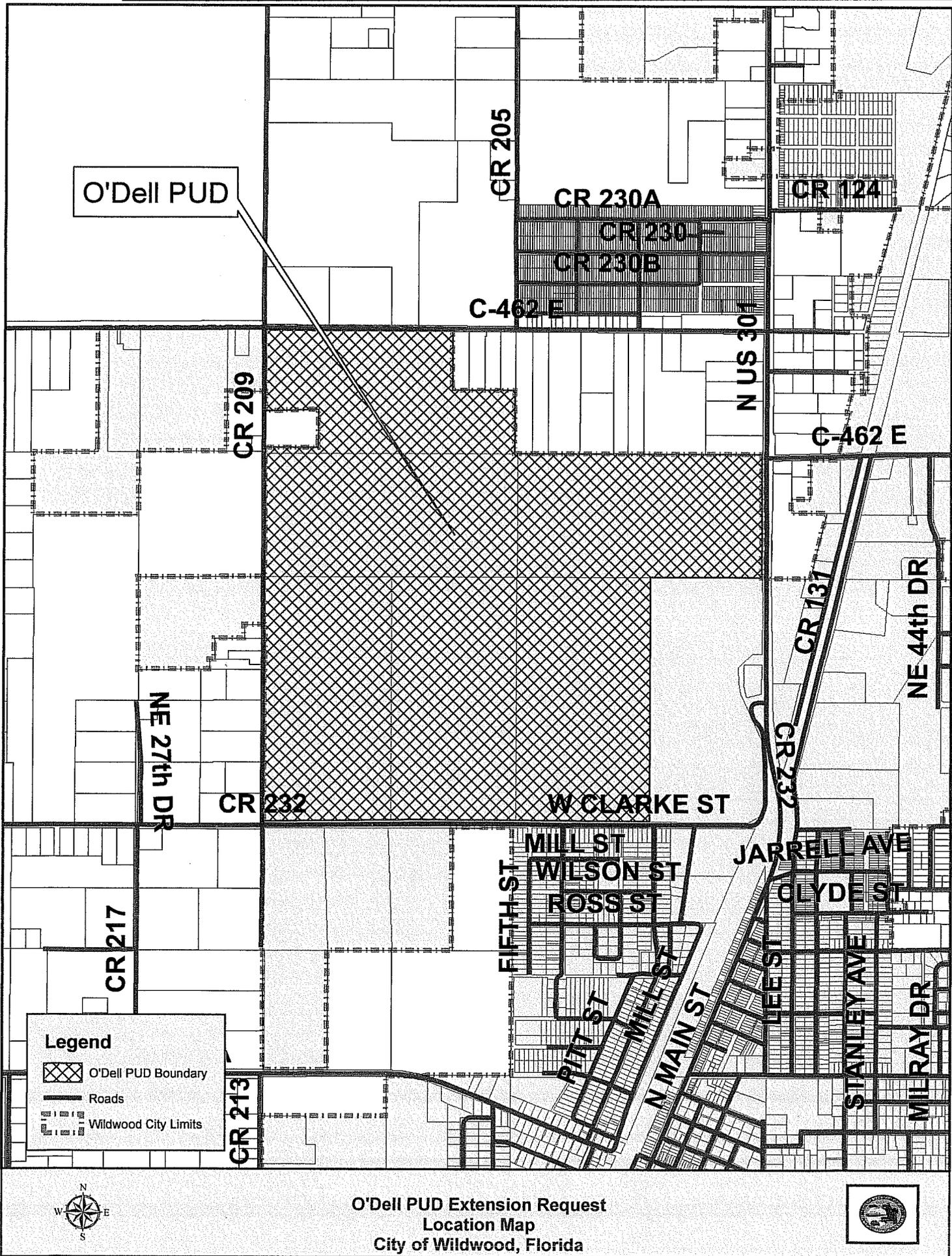
**Looking Forward:** We are and have been actively marketing the remaining 430 acres through Oxford Land Company. Over the last several years we have had different parties look at the parcel for different uses, but no sales to date. The overall economy has worked against us, but it appears the overall real estate market has stabilized. But there is little activity at the current time, however, the overall real estate market has some promising signs of improvement.

Concerning this PUD for the future, there are several items that will be working in our favor:

1. Expansion of Hwy 301 from a two lane to four lane highway
2. Completion of Enginnering Study on SR462
3. Potential extension of SR 462 through the property
4. Installation of stop light at intersection of SR 462 and Hwy 301
5. Your approval of renewal of this PUD

Thank you

Phillip Craig O'Dell, Trustee



O'Dell PUD Extension Request  
Location Map  
City of Wildwood, Florida



## REGULATIONS FOR USE OF CITY HALL FRONT STEPS/OR GAZEBO

### A. Use of City Hall Steps and Gazebo.

City Hall front steps and the gazebo on City Hall grounds are available for use by local non-profit organizations and citizens on a limited basis if all of the following conditions are met:

1. A special event permit is obtained through the planning and zoning department.
2. The City Commission approves use of the area at a public meeting.
3. The individual or organization seeking use of City Hall grounds agrees to be bound by the rules and regulations applicable to the area.
4. The event sought to be scheduled will not create a danger to the public safety, health or welfare.
5. The event sought to be scheduled will not interfere with every day business at the City Hall or block or prevent a flow of traffic moving around City Hall.

### B. Rules for Use.

1. The party seeking to use the City facility shall be responsible for attempting to assure that other participants comply with City rules and regulations.
2. The City may require a security officer if the City determines it is necessary to assure protection of the facility.
3. Any person or organization who has sought to use the facility shall be responsible:
  - a. For making an attempt to have all the participants remain on paved areas to the extent possible to protect City Hall lawn and landscaping.
  - b. For clean up of the area of litter after the event.
  - c. Any electricity needs. If generators are needed, they may only be used at times when it would not disturb local residents or ongoing business at City Hall.
4. If there is a need based upon the length of the event or the number of persons attending, there may be a necessity to provide portable toilets. Any such use shall be the responsibility of the organization seeking to use City Hall facilities.

# City of Wildwood, Florida

100 N. Main Street  
Wildwood, Florida 34785

**3. NEW BUSINESS—ACTION REQUIRED**  
**g. 4 General Items for Consideration**  
Review/discussion/approval on the  
selection of the CDBG Project  
Administration consultant (Dave Grimm  
to present)

TO: Mayor/Commissioners

FROM: David Grimm, City Projects Planner/Coordinator

RE: CDBG Grant Administration

DATE: April 11, 2011

The City is being awarded a \$700,000.00 CDBG grant which will be utilized to construct drainage improvements in two areas of the City; Pitt and Stone Street and Osceola Avenue. The grant will also fund the milling and resurfacing of CR 232 within the City limits.

As part of the grant requirements, the City advertised for a CDBG Grant Administrator through the RFP process. Two proposals were received, one from ADP Solutions and one from Andy Easton and Associates. A selection committee consisting of Robert Smith, Dave Grimm and Jason McHugh was convened on Wednesday March 30<sup>th</sup> to review the proposals.

After careful consideration the selection committee unanimously recommends to the Commission that the position of CDBG Grant Administrator be awarded to Andy Easton and Associates. A copy of the review committee meeting minutes is attached for your review.

**City of Wildwood  
CDBG Grant Administration RFP Review Committee  
March 30, 2011**

The meeting of the CDBG Grant Administration RFP Review Committee for the City of Wildwood convened on Wednesday March 30, 2011 in the Second Floor Conference Room of City Hall, 100 North Main Street, Wildwood, FL.

Present:

Committee Members:

Dave Grimm, Project Planner, Development Services Dept. (DSD), Chair  
Jason McHugh, Development Services Coordinator, DSD  
Robert Smith, City Manager

Recording Secretary:

Paul Ketz, Senior Development Specialist, DSD

The chair called the meeting to order at 2:07 p.m.

**Chair:** This committee was convened to evaluate the RFP submittals for CDBG Grant Administration for the City of Wildwood. The two firms under consideration are APD Solutions (Firm A) and Andy Easton and Associates (Firm B).

At this time, there was general discussion and comment regarding Firm A's submission. In consideration of the rankings given by the committee members, there was consensus on the following points:

- There was a lack of documented small-city CDBG experience, particularly in the State of Florida.
- The experience listed was mostly for housing rehabilitation work, not for Utilities or Drainage projects (the subject of the CDBG Grant Administration RFP for the City of Wildwood).
- The proposal lacked documentation of strong CDBG program experience among the staff listed in the proposal. Although there was a great deal of housing experience listed, this experience was in housing-related, non-CDBG programs.
- The proposal did not demonstrate an understanding of the paperwork requirements for the Department of Community Affairs (DCA).
- Firm A did not gear their submission to the specific grant administration needs of the City of Wildwood outlined in the RFP. No project approach was present.
- At a quoted price of \$68,455, the cost is almost 10% of the proposed project (estimated at \$700,000).

At this time, there was general discussion and comment regarding Firm B's submission. In consideration of the rankings given by the committee members, there was consensus on the following points:

- The proposal clearly documented extensive, successful CDBG grant experience with similar sized jurisdictions in Central Florida for similar projects to the subject RFP, including former work for the City of Wildwood. Some of the larger projects included:
  - City of Wildwood – Drainage
  - City of Bushnell – Sewer
  - Inverness – Community Redevelopment
  - Lake Wales – Disaster Recovery
  - Immokalee – Stormwater
  - Hernando – SHIP Housing
- The proposal documented strong CDBG grant administration experience among the staff at Firm B
- The proposal articulated an understanding and approach to the paperwork requirements for the DCA.
- The proposal was clearly geared to the project specific requirements of the City of Wildwood as delineated in the RFP, and demonstrated a strong project approach.
- At a quoted price of \$25,000, the cost is approximately 3.5% of the proposed project.

After careful consideration and deliberation by the committee members, the following scores and rankings were read into the record:

| Member       | Firm A Score | Firm B Score | Top Ranking Firm |
|--------------|--------------|--------------|------------------|
| Dave Grim    | 29           | 84           | Firm B           |
| Jason McHugh | 38           | 72           | Firm B           |
| Robert Smith | 26           | 86           | Firm B           |

Therefore, Firm B was unanimously selected by the Review Committee to represent the City of Wildwood for the City's CDBG Grant Administration of the proposed project.

With no further business to discuss, the CDBG Grant Administration RFP Review Committee meeting for the City of Wildwood was adjourned at 2:40 p.m.

3-30-2011  
Date

  
Dave Grimm, Chair, RFP Review Committee  
City of Wildwood, Florida