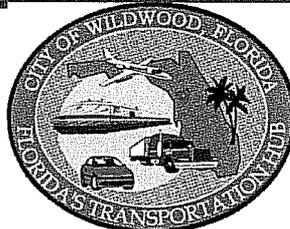


# Agenda



# Agenda

## CITY COMMISSIONERS OF THE CITY OF WILDWOOD

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

August 9<sup>th</sup>, 2010  
 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)	PUBLIC HEARING – 2 <sup>ND</sup> FINAL READING	Ordinance No. O2010-12, reclassifying the zoning from Sumter County AG to Planned Unit Development for property within the City of Wildwood, Parcel Nos. D32=040, D32=136, and D32=140, project known as Triumph South owned by Wildwood Sumter Holdings LLC (Attachments – Staff Recommends Approval)
7:00 PM (b)	PUBLIC HEARING – 2 <sup>ND</sup> FINAL READING	Ordinance No. O2010-13, providing for the voluntary annexation of Parcel #G17=034 of approximately 6 acres and generally located on the east side of the city, contiguous with and contained within a project (Quadventure, LLC) that has submitted for development approval (Attachments – Staff Recommends Approval)
7:00 PM (c)	PUBLIC HEARING – 2 <sup>ND</sup> FINAL READING	Ordinance No. O2010-14, amending the adopted Interlocal Service Boundary & Joint Planning Agreement between the COW & Sumter County to add a Transit Sub-Agreement, Economic Development Sub-Agreement, & amended Building, Permitting & Inspection Services Sub-Agreement, and an amended Law Enforcement Sub-Agreement (Attachments – Staff Recommends Approval)

\* Quasi Judicial Hearing

### 2. REPORTS AND PUBLIC INPUT

- SPECIAL PRESENTATION: NONE AT THIS TIME
  - 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 Special Meeting held on July 19<sup>th</sup>, 2010 (Attachments – Staff recommends approval)

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

1. Ordinance No. O2010-15 an ordinance providing for amendments of the City's charter; providing elections be held in November; etc. (**SELECT** either **Version 1**, swearing in at the next regular meeting following the elections – **OR** – **Version 2** swearing in at the first meeting in January following the previous November elections) for first reading

c. **RESOLUTIONS FOR APPROVAL:**

1. Resolution No. R2010-22, a resolution approving and adopting and establishing the Sumter County Building Services fees as the BS Fees to be used by the City (Attachments – Staff Recommends Approval)
2. Resolution No. R2010-23, a resolution approving and adopting the Local Mitigation Strategy for Wildwood & Sumter County (AVAILABLE FOR REVIEW AT CITY HALL) (Attachments – Staff Recommends Approval)

d. **APPOINTMENTS**

1. None

e. **CONTRACTS AND AGREEMENTS**

1. Review / approval of amendment to CRW contract amending the Agreement for the "Installation and Use of a Permit, Planning, and Code Enforcement Software" signed on December 10, 2009 to revise the payment schedule to ten (10) annual payments of \$20,924.80 beginning October 1, 2010 (Attachments-Staff recommends approval)
2. Discussion regarding City Attorney's contract (Attachments – Board Option)
3. Agreement between Waste Management and the City of Wildwood which would allow WM staff to ride with City staff to observe routes (Attachment – Board Option)
4. Lease Agreement between the COW of BW City Ministries (Attachments – Board Option)

f. **FINANCIAL**

1. Bills for Approval (Attachments – Staff Recommends Approval)
2. Review/approval requested for Change Order No. 3, Champagne Farms Water Supply Facility (Well) (Attachment – Board Option)

g. **GENERAL ITEMS FOR CONSIDERATION**

1. Letter/ CEN (Contract Expiration Notification) from FDOC with "DRAFT" Contract #WS574 (the first crew) asking whether or not we would like to renew this contract (Attachments – Staff Recommends Approval)

4. **ADJOURN:**

**NOTES – NO ACTION REQUIRED:**

- a. None

**REPORTS:**

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

1. **FYI** – Letter from Senator Bill Nelson congratulating the city for being a recipient of the FDCA Planning Excellence Award (Attachment)
2. **FYI** – Water Department Quarterly Summary (Attachments)
3. **FYI** – Employee Open Enrollment Meeting Changes (Attachment)

**ORDINANCE # 02010-12** Wildwood Sumter Holdings, LLC

**AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, COUNTY OF SUMTER, STATE OF FLORIDA; RECLASSIFYING THE ZONING FROM SUMTER COUNTY AG TO PLANNED UNIT DEVELOPMENT FOR CERTAIN PROPERTY WITHIN THE CITY OF WILDWOOD, FLORIDA; OWNED BY WILDWOOD SUMTER HOLDINGS LLC, PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

BE IT ORDAINED by the City Commission of the City of Wildwood, Florida, as follows:

**Section 1: Property Description and Zoning Classification.**

- a. The following described property, owned by Wildwood Sumter Holdings, LLC, is located in the City of Wildwood, Florida:

**LEGAL DESCRIPTION:**

**PARCEL 1:**

SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA

**PARCEL 2:**

THE WEST 463.40 FEET OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS MORE PARTICULARLY DESCRIBED AS:

A PARCEL OF LAND LYING IN THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 32; THENCE S89°41'51"E ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 32, A DISTANCE OF 463.40 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE N00°31'08"E ALONG A LINE PARALLEL WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 32, A DISTANCE OF 60.00 FEET; THENCE S89°41'51"E, A DISTANCE OF 199.18 FEET; THENCE N00°31'56"E, A DISTANCE OF 330.00 FEET; THENCE S89°41'51"E, A DISTANCE OF 660.00 FEET TO THE EAST LINE

OF THE NORTHEAST 1/4 OF SAID SECTION 32; THENCE S00°31'56"W ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 32, A DISTANCE OF 60.00 FEET; THENCE DEPARTING SAID EAST LINE, N89°41'51"W, A DISTANCE OF 600.00 FEET; THENCE S00°31'56"W, A DISTANCE OF 330.00 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 32; THENCE N89°41'51"W ALONG SAID SOUTH LINE, A DISTANCE OF 259.17 FEET TO THE POINT OF BEGINNING. LESS RIGHT OF WAY FOR COUNTY ROAD 462.

PARCEL 3:

THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS AND EXCEPT:

BEGIN AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 THENCE RUN SOUTH 16.00 FEET, NORTHEASTERLY TO A POINT 16.00 FEET EAST OF THE POINT OF BEGINNING; THENCE RUN WEST 16.00 FEET TO THE POINT OF BEGINNING, ALL LYING AND BEING IN SECTION 32, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

TOGETHER WITH A PERPETUAL, NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS CREATED BY INSTRUMENT RECORDED NOVEMBER 15, 2005 IN O.R. BOOK 1476, PAGE 374, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, SAID EASEMENT BEING OVER, ACROSS AND UPON THE FOLLOWING DESCRIBED PARCELS:

THE NORTH 16.00 FEET OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; AND THE WEST 50.00 FEET OF THE NORTH 16.00 FEET OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

- b. The above-described property shall be referred to in this ordinance as the PUD property.
- c. The PUD property consists of parcel numbers # D32=040, D32=136, and D32=140

**Section 2:** The PUD property is subject to the following terms and conditions:

**a. General.**

1. Development of this Project shall be governed by the contents of this document and applicable sections of the City of Wildwood Land Development Regulations and Code of Ordinances and all other applicable rules, regulations and ordinances of the City.

Wildwood Sumter Holdings, LLC

2. Where in conflict, the terms of this document shall take precedence over the City of Wildwood Land Development Regulations and Code of Ordinances, and all other applicable rules, regulations and ordinances of the City.
3. Unless otherwise noted, the definition of all terms shall be the same as the definitions set forth in the City of Wildwood Land Development Regulations.
4. The purpose of this PUD is to:
  - i. Provide for a diversity of housing types;
  - ii. Create an attractive and high-quality environment which is compatible with the scale and character of the local environment;
  - iii. Protect and enhance the environment, and promote sustainable development principles;
  - iv. Provide for residential developments in conformance with the goals, objectives and policies of the comprehensive plan;

**b. Land Uses.**

The proposed Planned Unit Development conceptual plan, attached hereto as Exhibit "A", is incorporated into this ordinance. The Planned Unit Development is residential in nature and offers adequate open space. The Project breakdown is as follows:

Total Project:	27 acres
Residential Units:	Not to exceed 113 dwelling units
Minimum Open Space:	15% of the Project (gross)

**c. Residential.**

The Project shall not exceed 113 dwelling units and shall contain multiple types of residential uses. At least 15% of the housing units shall consist of a product type other than single family detached housing at building out. Single family detached housing is defined as a traditional stand-alone dwelling unit that houses a single family and shares no connection to another dwelling unit. Other acceptable dwelling types include single family attached products (i.e. condominiums, townhomes, duplexes, etc) or multi-family units.

Maximum Building Height: 3 stories or 35 feet, unless jointly approved by the Sumter County Fire Department and the City Commission.

**d. Recreation and Open Space.**

1. Recreation

The Project shall contain two (2) private recreation amenities in accordance with the Residential Design Standards. Said amenities shall be determined during subdivision approval.

2. Open Space

The minimum allocation of open space areas shall be the following: (i) 15% of the gross land area of Project site; or (ii) 4 acres.

The open space area shall be provided and calculated as specified in the Residential Design Standards and may include, but not be limited to, Project buffer areas, recreation area, landscaped areas, and portions of stormwater management system. The open space shall be calculated on an aggregate basis over the entire PUD Property, notwithstanding that the Project may be developed in phases.

f. Public Facilities.

1. Potable Water, Wastewater, and Reuse.

Each structure on the Project shall be connected to the City Potable Water and Sanitary Sewer system, prior to any certificates of occupancy being issued for such structure on the Project. The Project will connect to the City reuse system upon availability. Expansion of the City Potable Water and Sanitary Sewer systems, including necessary utility easements, shall be negotiated by separated Developer's Agreement between the City and the Owner/Developer. Said agreement shall specify cost and timetables for delivery of services.

2. Solid Waste.

Waste services shall be provided by the City of Wildwood or by the City's contracted refuse service provider.

3. Drainage.

The maintenance of the drainage system shall be the responsibility of the property owner or its successor and shall meet the requirements of the Southwest Florida Water Management District (the "District") and the level of service standards set forth by the City.

4. Transportation.

- i. There shall be one (1) ingress and egress access point at CR 462.
- ii. It is noted that the traffic analysis states a northbound left turn lane at the project entrance site on CR 462 may be needed. The timing of any improvements shall be addressed at the time of subdivision approval.
- iii. To ensure access in the event of an emergency, a 20 foot wide easement shall be provided in the southwestern portion of the Project to provide access to the CR 127.

*Traffic Analysis shows need for northbound left turn lane will be req. at buildout.*

5. Streets and Sidewalks.

- i. The Project shall contain a 5 foot wide sidewalk along the internal road network in accordance with the City's Residential Design Standards, as amended. All residential lots and buildings located along the road network must have direct linkage to the sidewalk.
- ii. The City and the developer will enter into a written Developer's Agreement concerning maintenance of the streets and sidewalks. A Developer's Agreement is required prior to construction.

**g. Gopher Tortoise Mitigation.**

Prior to any construction, the Project shall obtain the necessary permit(s) from the Florida Fish and Wildlife Conservation Committee for mitigation of gopher tortoises. If a relocation permit is not sought, the project shall provide on site mitigation in accordance with applicable rules and regulations.

**h. Landscaping Requirements.**

All landscaping and buffer requirements shall be in accordance with the City's Design Standards.

1. All landscaped and common areas shall be irrigated in accordance with the City's Residential Design Standards.
2. All landscaping shall have appropriate irrigation and shall utilize reclaimed water if utility lines and adequate capacity is made available to the boundary of the Project.
3. Any tree removal or replacement will be subject to the City's Tree Ordinance #594.

**i. Lighting.**

Decorative lighting shall be provided as required in the City's Residential Design Standards, as amended.

**j. Utilities.**

All on site utilities shall be underground. Developer is responsible for running utilities underground for its development. The City shall insure that any utilities within any public utilities easement serving lands other than the Project shall be underground.

**k. Signage.**

All signage shall comply with City standards.

**l. Maintenance of Common Areas.**

Maintenance and repair of structures, lawn mowing, and landscaping maintenance of all common areas within the Project shall be the responsibility of the property owner or its designee such as a property owners association, at no cost or obligation to the City. The developer/owner shall provide Guidelines for the maintenance of common areas, which Guidelines shall be submitted to the City for its approval, which approval shall not be unreasonably withheld, conditioned or delayed. The City will be granted the right to enforce the common areas maintenance obligations against the landlord/property owner/developer, as may be applicable, and to be reimbursed for the reasonable attorney's fees, costs and expenses, as may be reasonably incurred by the City.

**m. Enforcement of Rules and Regulations.**

For the maintenance of the common areas referenced in Section k above, the applicable provisions in the Guidelines: (i) shall be made applicable to the commercial and the residential segments of the Project; and (ii) shall be reviewed/approved by the City of Wildwood a certificate of occupancy being issued for completed improvements; and (iii) will provide that the City of Wildwood shall have the right, but not the obligation, to enforce such maintenance obligations against a violating party and that the City should be entitled to reasonable attorney's fees and costs for enforcement regardless of whether or not a suit has been filed.

**n. Impact Fees.**

The Project shall be subject to all impact fees applicable at the time of permitting. All impact fees are to be paid before issuance of any building permit. Proof of Sumter County impact fees paid shall be provided to the City of Wildwood. Any impact fees adopted by the City of Wildwood, Sumter County or the Sumter County School Board prior to issuance of building permits shall also be applicable to the Project.

**o. Amendments.**

Any substantial deviation from the PUD Concept Plan, or deviation from the terms of this Ordinance, shall be approved by the City Commission in accordance with the legal procedures to amend zoning ordinances.

**p. Expiration of PUD.**

Actual construction must begin within the planned unit development within 24 months of the later of the final adoption of the PUD agreement or rezoning to PUD including the expiration of all appeal periods. If no construction has started on the approved PUD within the allotted time frame, the planned unit development shall lapse and be of no further effect. If the planned unit development lapses under the provisions of this code, the PUD site reverts to the original zoning classification. The City Commission may extend the PUD for periods of up to six months provided the applicant can show good

cause why said development was delayed under the originally approved development plan. An extension may be granted for delays beyond the control of the owner such as market conditions.

**Section 3: Consistent with Comprehensive Plan.**

The zoning classification of the PUD property is consistent with the Comprehensive Plan of the City of Wildwood, Florida.

**Section 4: Official Zoning Map.**

The Development Services Director, or designee, is hereby authorized to amend, alter, and implement the official zoning maps of the City of Wildwood, Florida, to include said designation.

**Section 5: Severability.**

If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

**Section 6: Conflict.**

With regard to the PUD property, this ordinance shall prevail if there is a conflict with any other ordinance. However, to the extent there is no conflict, all other ordinances are applicable to the PUD property.

**Section 7: Effective Date.**

This Ordinance shall become effective immediately upon its approval and adoption by the City Commission.

PASSED AND ORDAINED in regular session of the City Commission of the City of Wildwood, Sumter County, Florida, this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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:** Quadventure, LLC Annexation

Annexation of 6 +/- acres

**REQUESTED ACTION:**

- Work Session (Report Only)  
 Regular Meeting

**DATE OF MEETING:**  
 Special Meeting

7/26/10

**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:**

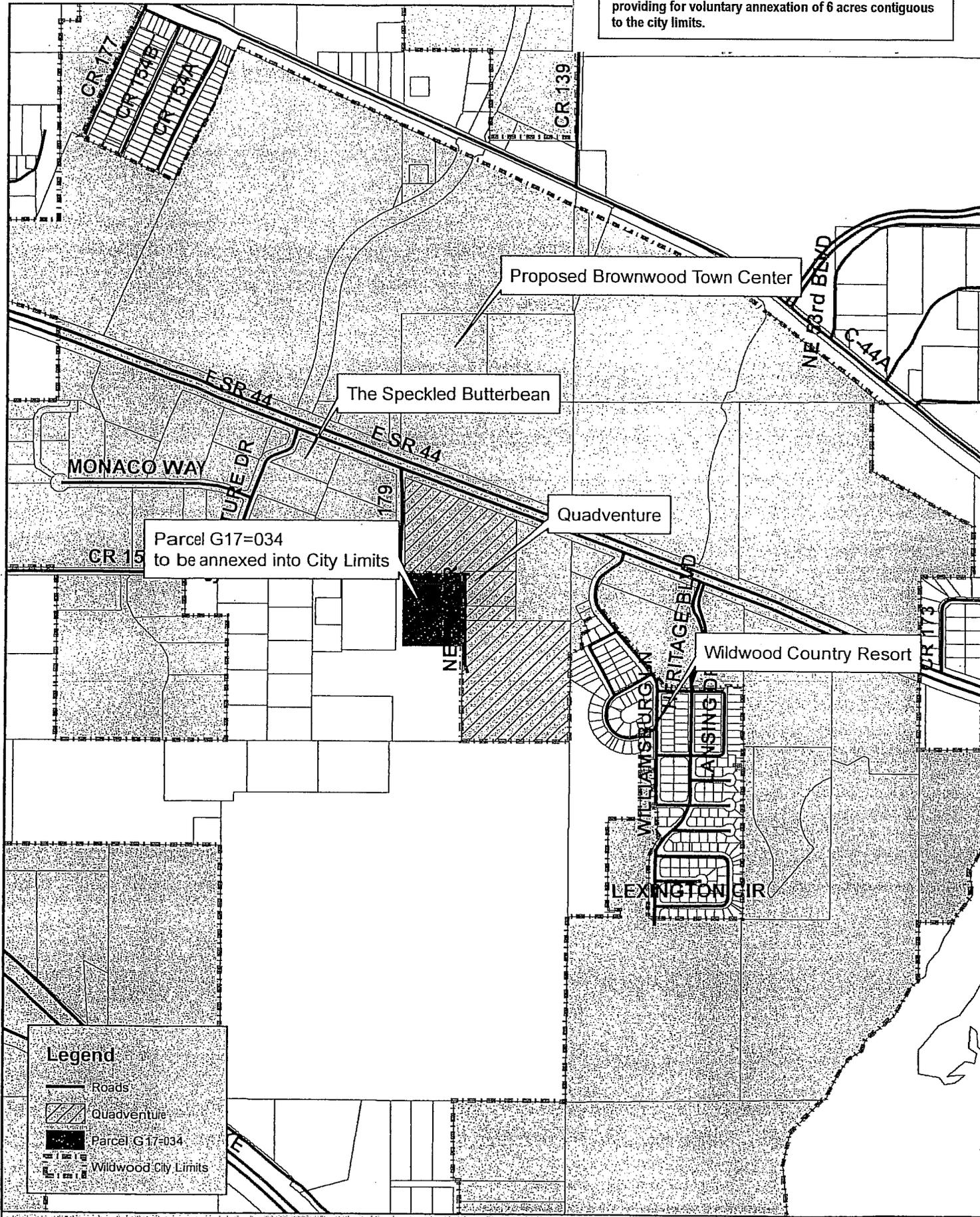
The applicant has requested annexation of approximately 6 acres into the City limits. The property is contiguous with and contained within a project that has submitted for development approval.

The property meets the requirements for a small scale land use amendment which will be processed subsequently.

Staff has reviewed the application for annexation and has determined that the annexation is necessary in an effort to keep the development moving forward.

Melanie Peavy  
Development Services Director

1. (b). PUBLIC HEARINGS - Ordinance No. O2010-13 providing for voluntary annexation of 6 acres contiguous to the city limits.



**Legend**

- Roads
- Quadventure
- Parcel G 17=034
- Wildwood City Limits



1 inch = 1,000 feet

City of Wildwood, Florida  
Quadventure



**ORDINANCE NO. 2010-13**

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROVIDING FOR THE VOLUNTARY ANNEXATION OF CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 6 ACRES BEING GENERALLY LOCATED ON THE EAST SIDE OF THE CITY; IN SECTION 17, TOWNSHIP 18 SOUTH, RANGE 23 EAST; WHICH IS CONTIGUOUS TO THE CITY LIMITS OF THE CITY OF WILDWOOD, FLORIDA; PROVIDING THAT THE PROPERTY ANNEXED SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF THE CITY OF WILDWOOD AS IF SUCH TERRITORY HAD BEEN A PART OF THE CITY OF WILDWOOD AT THE TIME OF ENACTMENT OF SAID LAWS AND ORDINANCES; PROVIDING THAT THE ANNEXED PROPERTY SHALL BE RESPONSIBLE AND HELD LIABLE FOR THEIR PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF THE CITY OF WILDWOOD; PROVIDING THAT SECTION 1-14 OF THE CITY OF WILDWOOD CODE OF ORDINANCES IS AMENDED TO INCLUDE THE ANNEXED PROPERTY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED by the City Commission of the City of Wildwood, Florida:

SECTION 1. Based upon the petition of the owners of the following described real property which lies within the unincorporated area of Sumter County, which is contiguous to the City of Wildwood and reasonably compact, generally located on the east side of the City, to be annexed into the City, the hereinafter described property is hereby annexed into the City of Wildwood pursuant to Section 171.044, Florida Statutes. The City Commission finds that the property is contiguous to the municipal limits of the City of Wildwood, that the property is reasonably compact, that annexation of the property will not create any enclaves, and that the property otherwise meets all legal requirements for annexation. The annexed property lying situate in Sumter County, Florida owned by Parkwood Sumter Properties, Inc., is more particularly described as follows:

**Parcel # G17=034**  
**6 +/- Acres**

From the East Quarter corner of Section 17, Township 19 South, Range 23 East, Sumter County, Florida run South 89 degrees 49'28" West along the South line of the Northeast Quarter 825.42 feet; thence North 0 degrees 01'08" West 733.89 feet to the Point of Beginning of this description. From said Point of Beginning run South 89 degrees 47'45" West 462.0 feet; thence North 0 degrees 01'08" West 567.83 feet to the

South right of way of a county road; thence North 89 degrees 47'45" East along said South right of way of a county road 462.0 feet; thence South 0 degrees 01'08" East 567.83 feet to the Point of Beginning. Together with an easement for ingress and egress 66.0 feet wide described as follows: From the East Quarter corner of Section 17, Township 19 South, Range 23 East, Sumter County, Florida, run South 0 degrees 12'05" West along East line of said Section 17, a distance of 468.0 feet; thence South 89 degrees 49'28" West 723.62 feet to the Point of Beginning of this easement. From said Point of Beginning continue South 89 degrees 49'28" West 1817.85 feet; thence North 0 degrees 02'15" West 66.0 feet; thence North 89 degrees 49'28" East 1189.87 feet; thence North 0 degrees 01'08" West 1703.45 feet to the South right of way of a county road; thence North 89 degrees 47'45" East along said South right of way of county road 66.0 feet; thence South 0 degrees 01'08" East 1703.49 feet; thence North 89 degrees 49'28" East 562.0 feet; thence South 0 degrees 01'08" East 66.0 feet to the Point of Beginning.

SECTION 2. All of the above described annexed property shall liable for its proportionate share of the future and existing indebtedness of the City of Wildwood.

SECTION 3. All of the above described annexed property shall be subject to the laws and ordinance of the City of Wildwood as if this territory had been a part of the City of Wildwood at the time of passage and approval of said laws and ordinances.

SECTION 4. Until such time as the City amends its comprehensive plan, the current County zoning classification and land use regulations will remain in full force and effect.

SECTION 5. Section 1-14 of the City of Wildwood Code of Ordinances is hereby amended to include the legal description of the annexed parcel pursuant to this Ordinance.

SECTION 6. If any portion of this ordinance is declared invalid for any purpose, the remaining portion shall remain valid and in full force and effect.

SECTION 7. This ordinance shall take effect upon final approval by the City Commission.

**DONE AND ORDAINED** this \_\_\_\_ day of \_\_\_\_\_, 2010, by the City Commission of the City of Wildwood, Florida.

SEAL

ATTEST:

CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA

\_\_\_\_\_  
Joseph Jacobs, City Clerk

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

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

Approved as to form:

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

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

**CITY OF WILDWOOD  
EXECUTIVE SUMMARY**

1. (c). PUBLIC HEARINGS – second final reading  
Ordinance No. O2010-14 amending the adopted JPA with  
Sumter County to add.....

**SUBJECT:** Joint Planning Agreement & ISBA Amendments

**REQUESTED ACTION:** Staff Recommends Approval

Work Session (Report Only)    **DATE OF MEETING:** 7/26/10  
 Regular Meeting                       Special Meeting

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

**BUDGET IMPACT:**                      \$0  
 Annual                      **FUNDING SOURCE:** \_\_\_\_\_  
 Capital                      **EXPENDITURE ACCOUNT:** \_\_\_\_\_  
 N/A

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**HISTORY/FACTS/ISSUES:**

Mayor and Commission,

Ordinance # 2010-14 amends the already approved Joint Planning & Interlocal Service Boundary Agreement to include the following:

- Transit: The County currently provides this service and per the agreement would continue to do so countywide. The County and City would work together in determining future needs and types of transit to accommodate the future growth of the City and surrounding area.
- Economic Development: As discussed at the April 12<sup>th</sup> Commission Meeting, per this agreement, economic development should be a countywide focus for marketing, recruiting, and providing consulting assistance to existing and new businesses. Sumter County has agreed to administer and fully fund this function. The intent would then be that the City would focus their efforts of economic development on their utility and infrastructure capabilities to support the expansion of existing and the location of new businesses and industry in the area.
- Building Permitting and Inspections Services: As discussed at the June 7<sup>th</sup> workshop, per this agreement, the County would take over City Building Permitting and Inspection Services. The permit fees would be reduced significantly and the level of service would not drop. In addition the City would receive an annual payment of \$60,000 for administration costs associated with the continued coordination of this service.
- Law Enforcement: As discussed at the June 7<sup>th</sup> workshop, per this agreement, in consideration for the City to continue to provide backup 9-1-1 support as well as our own code enforcement, the City would receive an annual payment of \$100,000. After a ten year term, the amount will be reconsidered and amended if need be.

Regards,

Robert Smith

ORDINANCE NO. 2010-14

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA;  
AMENDING THE ADOPTED INTERLOCAL SERVICE BOUNDARY  
AND JOINT PLANNING AGREEMENT BETWEEN THE CITY OF  
WILDWOOD AND SUMTER COUNTY; PROVIDING FOR  
CONFLICT; PROVIDING FOR CODIFICATION, AND PROVIDING  
FOR AN EFFECTIVE DATE.

WHEREAS, the City passed Ordinance O2009-04 on or about February 9, 2009, adopting the Interlocal Service Boundary and Joint Planning Agreement between Sumter County (the "County") and the City of Wildwood ("City").

WHEREAS, the City and County have found it necessary to add a Transit Sub-agreement, Economic Development Sub-agreement, an amended Building Permitting and Inspection Services Sub-agreement and an amended Law Enforcement Sub-agreement to the Interlocal Service Boundary and Joint Planning Agreement ("ISBA"), and;

WHEREAS, the City wishes to clarify the codification instructions so that the ordinance is properly codified for public review and access.

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

**SECTION 1. AGREEMENT** The ISBA between the City of Wildwood and Sumter County, attached hereto, is hereby amended to include the Transit Sub-agreement and Economic Development Sub-agreement, attached hereto and included herein as composite Exhibit "A". Additionally, the Law Enforcement Sub-agreement and Building Permitting and Inspection Sub-agreement included as part of Ordinance No. 2009-07 are hereby stricken in their entirety and replaced by the Law Enforcement Sub-agreement and Building Permitting and Inspection Services Sub-agreement attached hereto and included herein as part of composite Exhibit "A".

**SECTION 2. CONFLICT:** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 3. SEVERABILITY:** 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 4. CODIFICATION** The ISBA and JPA, as amended by this ordinance, shall be codified as a new Chapter 24 of the Sumter County Code, which shall be entitled "Interlocal Service Boundary Agreements".

**SECTION 5. EFFECTIVE DATE** This ordinance shall take effect upon final approval by the City Commission of the City of Wildwood and the final approval by the Sumter County Commission of the aforementioned subagreements, and the date upon which the last entity passes an ordinance approving the amendment. If a specific effective date is included in a provision of one of the subagreements adopted by this ordinance, the date stated in the subagreement shall apply.

**DONE AND ORDAINED** this \_\_\_\_\_ day of \_\_\_\_\_ 2010, in Regular Session by the City Commission of the City of Wildwood, Florida.

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

## **Transit Service Delivery Agreement**

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This Transit Services Delivery Agreement (the "Agreement") is made and entered into this 27th day of July, 2010, by and between the City of Wildwood ("City") and Sumter County ("County").

WHEREAS, the City possess Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, The County provides transit services countywide; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as transit services; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate public services such as building permitting and inspections.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree a unified approach to transit services will result in a more efficient and cost effective method of service to all of the citizens of Sumter County and agree a need exists to maintain said service delivery in the following consolidated manner:

1. Service Delivery Agreement:

a. The County shall serve as the single, unified point of service for transit services in unincorporated areas of the county and within the City. This service shall be known for purposes of this Agreement as the "Consolidated County/City Transit Services". The Consolidated County/City Transit Services shall provide the staffing and resources for all transit operations.

- b. The Consolidated County/City Transit Services will function and be funded as a Subdivision under Sumter County Board of County Commissioners.
  - c. The County shall be responsible for funding of the staff and operational costs of the Consolidated County/City Transit Services. All funding for the Consolidated County/City Transit Services shall be generated from fare box receipts, grants, contracts, and other fees for services for transit purposes.
  - d. The County and City agree to prepare and adopt a unified transit plan by 2014 with support from the Lake-Sumter Metropolitan Planning Organization
  - e. The County will coordinate with City for future bus stops in City serviced by rapid transit and fixed bus routes in order to meet both the City and Unincorporated Area transit needs.
  - f. The City will provide non-monetary support for grant applications for transit that may be necessary.
2. The County and City agree to resolve any dispute related to the interpretation or performance of this Agreement in the manner described in this section. Either Party may initiate the dispute resolution process by providing written notice to the other Party. Initiation of the dispute resolution process shall operate as a stay of the action which is the subject of the dispute.
    - a. Notwithstanding the foregoing, in the event that either Party determines in its sole discretion and good faith that it is necessary to file a lawsuit or other formal challenge in order to meet a jurisdictional time deadline, to obtain a temporary injunction, or otherwise to preserve a legal or equitable right related to this Agreement, such lawsuit or challenge may be filed, but upon the filing and any other act necessary to preserve the legal or equitable right or to obtain the temporary injunction, the Parties shall thereafter promptly file a joint motion with the reviewing court or administrative law judge requesting that the case be abated in order to afford the Parties an opportunity to pursue the dispute resolution procedures set forth herein. If the abatement is granted, the Parties shall revert to and pursue the dispute resolution procedures set forth herein.
    - b. Within ten (10) days of the abatement order, the allegedly aggrieved party shall then effect the transmittal of a notice of conflict, in the form of a certified letter, to all governmental bodies involved in the dispute at issue. Upon receipt of the notice, which shall specify the areas of disagreement, the Parties agree to conduct a conflict assessment meeting at a reasonable time

and place, as mutually agreed upon, within thirty (30) days of receipt of the notice of conflict.

- c. If discussions between the Parties at the conflict resolution meeting fail to resolve the dispute, within forty (40) days of the receipt of the notice described in subparagraph A, above, the Parties shall conduct a mediation in the presence of a neutral third party mediator. If the Parties are unable to agree upon a mediator, the County shall request appointment of a mediator by the Chief Judge of the Circuit Court in and for Sumter County, Florida. The mediation contemplated by this Section is intended to be an informal and non-adversarial process with the objective of helping the Parties reach a mutually acceptable and voluntary agreement. The decision-making shall rest solely with the Parties. The mediator shall assist the Parties in identifying issues, fostering joint problem-solving, and exploring settlement alternatives.
- d. If the Parties are unable to reach a mediated settlement, within fifty (50) days of the receipt of the initial notice of conflict, the parties shall hold a joint intergovernmental meeting. If the joint intergovernmental meeting does not successfully resolve the issues identified in the notice of conflict, the entities participating in the dispute resolution procedures described herein may avail themselves of any otherwise available rights, including the suspension of abatement of existing actions.

**End of Tranist Services Sub Agreement**

## **Economic Development Service Delivery Sub-Agreement**

---

This Economic Development Service Delivery Sub-Agreement is made and entered into this 27th day of July, 2010, by and between the City of Wildwood ("City") and Sumter County ("County").

WHEREAS, the City possesses a Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, the County and the City strive to preserve a high quality of life for all residents of Sumter County; and

WHEREAS, economic development should be a countywide focus for marketing, recruiting, and providing consulting assistance to existing and new businesses; and

WHEREAS, the cities of Sumter County should focus their efforts of economic development on their utility and infrastructure to support the expansion of existing and the location of new businesses and industry; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate future land use, public facilities and services, and protection of natural resources; and

WHEREAS, the City and County adopted an Interlocal Service Boundary Agreement to promote the efficient and effective delivery of public services and to promote positive economic development throughout the county;

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, and accepting the above whereas clauses as true and incorporating the same as if stated herein, the City and the

County agree that a coordinated approach to economic development will promote and guide the development of existing and new businesses to the benefit of all of the citizens of Sumter County, and therefore state:

1. Service Delivery Agreement.

Sumter County shall, in a manner and volume of its sole discretion, based on analysis of what strategy will result in the best results for both the City and the County as a whole, provide the economic development marketing and consultation services to existing and new businesses in the effort to retain and promote the growth of jobs within Sumter County and its municipalities. Sumter County may provide such marketing and consultation through utilization of independent third party contractors already under contract with the County, or through other governmental or private sector relationships at its disposal, or through whatever other means the aforementioned analysis determines will be most effective.

2. Costs.

Sumter County will bear all costs of such economic development and marketing consultation services and the City shall not incur costs for such services.

3. Input from City.

County shall consider input from the City in determining what strategy will result in best results for both the City and the County as a whole.

4. If the City at any time determines that it is in the best interest of the City to obtain additional consultation services for specific projects, it shall coordinate with Sumter County.

## **Building Permitting and Inspection Service Delivery Agreement**

---

This Building Permitting and Inspection Services Delivery Agreement (the "Agreement") is made and entered into this 27th day of July, 2010, by and between the City of Wildwood ("City") and Sumter County ("County").

WHEREAS, the City possess Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, The County and City each provide building permitting and inspection services within their respective jurisdictions. This independent approach to building permitting and inspections does not allow for the most efficient provision of this service. Currently, there is coordination of building permitting and inspection issues; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as building permitting and inspection services; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate public services such as building permitting and inspections.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree a unified approach to building permitting and inspection services will result in a more efficient and cost effective method of service and promote safety and welfare of all of the citizens of Sumter County and agree a need exists to change said service delivery arrangements in the following manner:

1. Service Delivery Agreement:

- a. The County shall serve as the single, unified point of service for building permitting

and inspections services in unincorporated areas of the county and within the City. This service shall be known for purposes of this Agreement as the "Consolidated County/City Building Permitting and Inspection Service". The Consolidated County/City Building Permitting and Inspection Service shall provide the staffing and resources for all building permit application processing, building permit plan review, building inspections, and building code enforcement. The Sumter County Building Official shall serve as the Building Official for the City. The building permit processing, review, inspection services, and building code enforcement shall be provided consistent with the City's local ordinances and State law.

b. The Consolidated County/City Building Permitting and Inspection Service will function and be funded as a Subdivision under Sumter County Board of County Commissioners.

c. The County shall be responsible for funding of the staff and operational costs of the Consolidated County/City Building Permitting and Inspection Service. Funding for the Consolidated County/City Building Permitting and Inspection Service shall be generated from fees collected for building permit applications, reviews, and inspections within unincorporated Sumter County and the City. Fees collected for building permits, reviews, and inspections within the City shall be based on the County's fee schedule. Annually, the City shall submit an invoice to the County for reimbursement for costs allowable under Florida Statutes. Under no circumstances shall invoiced costs exceed \$60,000.00 per year for the first five (5) years of this agreement and not to exceed \$60,000.00 excluding the annual adjustment based upon the change to be effective for the next ensuing County fiscal year and thereafter on the same annual increase in CPI through March, 2020. In March of 2021, the County and the City will reevaluate the monetary value of the consolidated Building Permitting and Inspection Service delivery. If the cost to the City of its coordinated services with the County exceeds the \$60,000.00 plus CPI increases, then a new value shall be agreed upon by the County and the City at that time or the consolidation of services shall be discontinued if there is no agreement. If the new value is agreed upon and consolidated services continue, the cost to be reimbursed to the City may be increased by CPI annually throughout the remainder of the agreement.

d. The County and City agree to prepare and adopt unified operational procedures for building permit processing, review, and inspections to assure a high level of service to customers without undue delay.

e. The County shall provide for a building, permitting and inspection customer interface location within the incorporated boundaries of the City.

2. The County and City agree to resolve any dispute related to the interpretation or performance of this Agreement in the manner described in this section. Either Party

may initiate the dispute resolution process by providing written notice to the other Party. Initiation of the dispute resolution process shall operate as a stay of the action which is the subject of the dispute.

- a. Notwithstanding the foregoing, in the event that either Party determines in its sole discretion and good faith that it is necessary to file a lawsuit or other formal challenge in order to meet a jurisdictional time deadline, to obtain a temporary injunction, or otherwise to preserve a legal or equitable right related to this Agreement, such lawsuit or challenge may be filed, but upon the filing and any other act necessary to preserve the legal or equitable right or to obtain the temporary injunction, the Parties shall thereafter promptly file a joint motion with the reviewing court or administrative law judge requesting that the case be abated in order to afford the Parties an opportunity to pursue the dispute resolution procedures set forth herein. If the abatement is granted, the Parties shall revert to and pursue the dispute resolution procedures set forth herein.
- b. Within ten (10) days of the abatement order, the allegedly aggrieved party shall then effect the transmittal of a notice of conflict, in the form of a certified letter, to all governmental bodies involved in the dispute at issue. Upon receipt of the notice, which shall specify the areas of disagreement, the Parties agree to conduct a conflict assessment meeting at a reasonable time and place, as mutually agreed upon, within thirty (30) days of receipt of the notice of conflict.
- c. If discussions between the Parties at the conflict resolution meeting fail to resolve the dispute, within forty (40) days of the receipt of the notice described in subparagraph A, above, the Parties shall conduct a mediation in the presence of a neutral third party mediator. If the Parties are unable to agree upon a mediator, the County shall request appointment of a mediator by the Chief Judge of the Circuit Court in and for Sumter County, Florida. The mediation contemplated by this Section is intended to be an informal and non-adversarial process with the objective of helping the Parties reach a mutually acceptable and voluntary agreement. The decision-making shall rest solely with the Parties. The mediator shall assist the Parties in identifying issues, fostering joint problem-solving, and exploring settlement alternatives.
- d. If the Parties are unable to reach a mediated settlement, within fifty (50) days of the receipt of the initial notice of conflict, the parties shall hold a joint intergovernmental meeting. If the joint intergovernmental meeting does not successfully resolve the issues identified in the notice of conflict, the entities participating in the dispute resolution procedures described herein may avail

themselves of any otherwise available rights, including the suspension of abatement of existing actions.

2. Fire Inspections and Plan Review: Consistent with existing interlocal agreements, the County, through Sumter County Fire Rescue, shall, pursuant to Section 633.0215, Florida Statutes, and Section 901 of the Florida Building Code, utilize the Florida Fire Prevention Code in providing all fire prevention/safety inspections and complete all fire building plan reviews within the City and unincorporated areas.

**End of Building Permitting and Inspection Service Sub Agreement**

## **Law Enforcement Service Delivery Sub-Agreement**

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This Law Enforcement Services Delivery Sub-Agreement is made and entered into this 27th day of July, 2010, by and between the City of Wildwood ("City") and Sumter County ("County").

WHEREAS, the City possesses a Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, the County provides funding for law enforcement services by the Sumter County Sheriff's Office; and

WHEREAS, the County provides funding for code enforcement services by the Sumter County Board of County Commissioners; and

WHEREAS, the City provides funding for law enforcement services and code enforcement services for the City, by the City's police department; and

WHEREAS, the County and City recognize the most efficient approach to providing adequate law enforcement protection is a coordinated approach between the County and the City; and

WHEREAS, the City provides the backup 911 Public Safety Answering Point ("PSAP") to the primary 911 PSAP provided by Sumter County; and

WHEREAS, the County recognizes and desires to resolve the financial inequities that may exist through the City's performance of code enforcement and acting as the backup 911 PSAP; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as law enforcement services; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate future land use, public facilities and

services, and protection of natural resources; and

NOW, THEREFORE, accepting the above WHEREAS clauses as true and incorporating same as if stated herein, and in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree that a coordinated and unified approach to law enforcement services results in a more efficient and effective method of service and promotes the safety and welfare of all of the citizens of Sumter County and agree that a need exists to continue said service delivery arrangements in the following manner:

1. Service Delivery Agreement. The County and City shall continue to utilize the current mutual aid agreement in place with the Sumter County Sheriff's Office. If that agreement should terminate without renewal, the City shall be solely responsible for law enforcement within the incorporated boundaries of the City.
2. The City shall utilize its own law enforcement agency to perform code enforcement within the City. The City shall also allow Sumter to utilize City as a backup 911 PSAP. The County agrees to make an annual payment of \$100,000.00 to the City, beginning no earlier than October 1, 2010, said monies to be utilized strictly for the law enforcement aid and services described herein. The \$100,000.00 annual contribution required herein shall be reevaluated by the City and County at the first meeting of each jurisdiction's governing body to occur after October 1, 2020.
3. The incorporated boundaries of the City shall include those areas annexed into the City including those areas annexed pursuant to the Planning Services subagreement and the MSA as defined in the Planning Services subagreement.
4. Within the MSA, all law enforcement jurisdiction shall remain with the County in all areas which have not been annexed into the City unless otherwise specified herein.
5. For purposes of law enforcement jurisdiction, a road right of way and road contained in a road segment shall be considered annexed into the City at the time of annexation. If at least fifty-one percent (51%) of the linear footage on both sides of the road segment of a County non-regionally significant road is within the existing City boundary then the entire road segment shall be considered within the City consistent with the Road Services subagreement.

***End of Law Enforcement Services Sub-Agreement***



# United States Senate

WASHINGTON, DC 20510-0905

BILL NELSON  
FLORIDA



July 30, 2010

City of Wildwood  
100 North Main Street  
Wildwood, Florida 34785

Congratulations for being a recipient of the Florida Department of Community Affairs Planning Excellence Award! I am happy that the City of Wildwood is being recognized and rewarded for the commitment and dedication to the betterment of the Wildwood community through innovative comprehensive planning.

Best wishes for continued success. Keep up the good work!

Sincerely,

# City of Wildwood Water Department Quarterly Summary

3RD Quarter of Fiscal Year 2009-2010	
TOTAL WELL PUMPAGE	194,387,000
TOTAL WATER BILLED	179,439,000
AVERAGE UNACCOUNTED WATER	8%
METERS READ PER MONTH	3821
WORK ORDERS PROCESSED	706
WATER QUALITY COMPLAINTS	24
BACKFLOWS INSTALLED OR REPAIRED	1
BACKFLOWS TESTED	48
VALVES EXERCISED	24
HYDRANT METER INSTALLED OR PULLED	4
WATER SAMPLES TAKEN	144
REPORTS SUBMITTED	25
AFTER HOUR CALLS	25

## April

Events - No significant events

Leaks - High St Line repair  
Missouri Ave. line repair  
Gamble St. line repair  
Cambridge Ct. leak repair

Repairs – Huey St tank drained and refilled.  
Hence St. valve repair

## May

Events – No significant events

Leaks – 369 E. Sr 44 broken main line repair  
Repairs - 4 inch valve replaced at Huey St. plant

## June

Events – Daniel Marrero received backflow testing certification  
Consumer Confidence report completed  
Ron Allen & Tony Quattrocki participated in EOC exercise for Sumter  
County

Leaks – Stanley Ave. main line repair

Repairs –No significant repairs

CITY OF WILDWOOD  
WATER DEPARTMENT  
MONTHLY ACTIVITY REPORT

MONTH/YEAR	Apr-10	
WELL FLOWS	61,936,000	
PLANT FLOWS(DEP)	62,612,500	
WATER BILLED	54,849,000	
ACCOUNTED FOR WATER	570,500	
UNACCOUNTED FOR WATER	6,516,500	
PERCENTAGE UNACCOUNTED FOR	10.52%	
METERS READ	3822	
RE-READS	30	
MISS READ	25	0.7%
NO READS	2	
MISC. WORK ORDERS PROCESSED	365	
WATER QUALITY COMPLAINTS	13	
STOP-LOCK-GO	65	
NEW METER INSTALLS	13	
METERS REPAIRED/REPLACED	11	
METERS TESTED	2	
METERS REPROGRAMMED	0	
METER/LINE LEAKS REPAIRED	2	
BACKFLOWS INSTALLED/REPAIRED	0	
BACKFLOWS TESTED	0	
VALVES EXERCISED	12	
VALVES REPAIRED/REPLACED	0	
HYDRANTS REPAIRED	0	
HYDRANT METER INSTALLED/PULLED	1	
WATER SAMPLES TAKEN	61	
REPORTS SUBMITTED	8	
AFTER HOUR CALLS	12	

**EVENTS:**

**LEAKS:** HIGH ST LINE BREAK  
MISSOURI LINE REPAIR, GAMBLE ST LINE REPAIR  
CAMBRIDGE CT LEAK REPAIR

**REPAIRS:** HUEY ST TANK DRAINED,REFILLED!  
HENCE ST VALVE REPAIR

CITY OF WILDWOOD  
WATER DEPARTMENT  
MONTHLY ACTIVITY REPORT

MONTH/YEAR	May-10	
WELL FLOWS	65,597,000	
PLANT FLOWS(DEP)	66,722,600	
WATER BILLED	49,129,000	
ACCOUNTED FOR WATER	24,030	
UNACCOUNTED FOR WATER	16,443,970	
PERCENTAGE UNACCOUNTED FOR	25.07%	
METERS READ	3809	
RE-READS	52	
MISS READ	22	0.6%
NO READS	6	
MISC. WORK ORDERS PROCESSED	155	
WATER QUALITY COMPLAINTS	2	
STOP-LOCK-GO	42	
NEW METER INSTALLS	10	
METERS REPAIRED/REPLACED	2	
METERS TESTED	2	
METERS REPROGRAMMED	0	
METER/LINE LEAKS REPAIRED	3	
BACKFLOWS INSTALLED/REPAIRED	0	
BACKFLOWS TESTED	0	
VALVES EXERCISED	6	
VALVES REPAIRED/REPLACED	0	
HYDRANTS REPAIRED	1	
HYDRANT METER INSTALLED/PULLED	3	
WATER SAMPLES TAKEN	52	
REPORTS SUBMITTED	8	
AFTER HOUR CALLS	3	

**EVENTS:**

**LEAKS:** 369 E SR 44 BROKEN MAIN REPAIR

**REPAIRS:** 4" valve replaced at Huey St.

CITY OF WILDWOOD  
WATER DEPARTMENT  
MONTHLY ACTIVITY REPORT

MONTH/YEAR	Jun-10	
WELL FLOWS	66,854,000	
PLANT FLOWS(DEP)	63,879,180	
WATER BILLED	75,461,000	
ACCOUNTED FOR WATER	570,500	
UNACCOUNTED FOR WATER	-8,747,900	
PERCENTAGE UNACCOUNTED FOR	-13.09%	
METERS READ	3832	
RE-READS	33	
MISS READ	36	0.9%
NO READS	1	
MISC. WORK ORDERS PROCESSED	186	
WATER QUALITY COMPLAINTS	9	
STOP-LOCK-GO	66	
NEW METER INSTALLS	4	
METERS REPAIRED/REPLACED	12	
METERS TESTED	0	
METERS REPROGRAMMED	0	
METER/LINE LEAKS REPAIRED	4	
BACKFLOWS INSTALLED/REPAIRED	1	
BACKFLOWS TESTED	48	
VALVES EXERCISED	6	
VALVES REPAIRED/REPLACED	0	
HYDRANTS REPAIRED	0	
HYDRANT METER INSTALLED/PULLED	0	
WATER SAMPLES TAKEN	31	
REPORTS SUBMITTED	9	
AFTER HOUR CALLS	10	

**EVENTS:** DANIEL MARRERO RECEIVED BACKFLOW TESTING  
CERTIFICATION.

CONSUMER CONFIDENCE REPORT MAILED 6/04/10!

RON ALLEN & TONY QUATTROCKI PARTICIPATED IN EOC EXERCISE  
FOR SUMTER COUNTY!

**LEAKS:** STANLEY AVE MAIN LINE REPAIR

**REPAIRS:**

**CITY OF WILDWOOD  
EXECUTIVE SUMMARY**

**SUBJECT:** Employee Open Enrollment Meeting Changes

**REQUESTED ACTION:** FYI Only

Work Session (Report Only)

Regular Meeting

**DATE OF MEETING:** 8/9/10

Special Meeting

**CONTRACT:**  N/A

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

Managing Division / Dept: \_\_\_\_\_

Vendor/Entity: \_\_\_\_\_

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

**BUDGET IMPACT:** \$0

Annual

Capital

N/A

**FUNDING SOURCE:** \_\_\_\_\_

**EXPENDITURE ACCOUNT:** \_\_\_\_\_

**HISTORY/FACTS/ISSUES:**

Mayor and Commission,

As discussed at the Second Budget Workshop on July 19<sup>th</sup>, in order to ensure that our open enrollment meetings are more productive and streamline, I have asked Allstate Workplace Division to bring us a menu of supplemental insurance products to enhance our current benefits package with BCBS. The consolidation of this program will ensure more one on one time with our employees and for them to better understand the benefits presented. Some of the employees have policies with other companies, if they choose they may keep those policies, however beginning October 1, 2010, we will no longer support payroll deduction from outside companies.

Participation from the employee is completely voluntary. If they review the plans and determine that remaining on another company's supplemental plan is the best option, they may maintain that relationship. The company would then bill the employee directly for that benefit. As always, the outside companies are welcome to contact their client and brief them on changes in plans or rates that may be of better benefit to them. However, this will not be during the open enrollment meetings and not during the employees' normal working hours. This change has nothing to do with the previous service the outside companies have provided. We are making sure that our meetings are more productive and informative for the employees.

Regards,

Robert Smith

CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA  
SECOND BUDGET WORKSHOP  
JULY 19, 2010 – 9:00 A.M.  
CITY HALL COMMISSION CHAMBER

The City Commission of the City of Wildwood met in Called session July 19, 2010 at 9:00 a.m. in the City Hall Commission Chamber.

Present: Mayor Wolf; Commissioners Bivins, Clark, Allen and Strickland. Also present: City Manager Smith, City Clerk Jacobs, Assistant City Clerk Roberts, City Attorney Blair, Police Chief Reeser, AVT Law, Public Works Director Kornegay, and CRA Coordinator Grimm.

The meeting was called to order by Mayor Wolf who dispensed with opening ceremonies.

1. TIMED ITEMS AND PUBLIC HEARINGS

None

2. REPORTS AND PUBLIC INPUT

SPECIAL PRESENTATIONS:

- a. Wildwood Community Redevelopment Area Central Basins Drainage Study by Kimley-Horn (Attachments-Board Option)

Commission was reminded they had directed the City Manager to have a mitigation study conducted by Kimley-Horn for storm water issues.

Richard Busche (copy of power point presentation is on file) Focus of study was the developed portion of the City within the CRA. Three distinct areas: 301 area, west of 301 area and east of 301 area. Noted that every drainage issue in the areas is not the responsibility of the City. Reported there are no recommendations in the 301 area.

West side of 301 – Pitt and Stone is the worst drainage problem in west area. Water is pumped to an existing slough. Retention area needs to be expanded and a new pump installed that is automatic. Lemon and Peters retention is undersized and pumps to the slough also. Kilgore and Central on the SW corner is a low area that drains to the slough. Ross and Perry are similar with a low area. All will have significant flooding with a 5 ½" rainfall.

East side of 301 – Osceola area and is a historic flooding area. Will have significant flooding with a 5 ½" rainfall. Concern is flooding of streets. Will require property acquisition to expand retention. There are no pumps located here. City brings pumps to the area when needed. Stanley – needs drainage improvement but is lower on priority and City may want to wait for the 466A design plan. South St. Clair – City may want to be proactive before the area is developed, but is low on priority list.

Noted list of costs per project and priority list. Total Improvement project list is \$3,262,644.00.

Some areas need curbing to move and direct the storm water. Those costs are included.

CM Smith – looking for CDBG grant. The money that we are using for the Pitt and Stone improvement out of the CRA budget, hopefully can be used as a matching grant to do Neighborhood grants or CDBG grants because it is correcting flooding issue within the

Minutes  
Page 2  
July 19, 2010

downtown corridor. Have started the process because it was planned to use the Champagne Farms well money to help be a match for downtown revitalization area, however Champagne Farms was on a different time schedule than the Gamble Street project and other projects.

CRA can be used without a referendum to bond the money. If the Commission desires they can approve a storm water assessment that would be assessed on everyone's ad valorem. Fee would be based on the total project costs and assessed to property owners.

Use of CRA moneys would place the City in a good position for a grant.

Richard Busche regarding the Osceola area. Need additional space to store the water. The soil conditions are not good in the bottom of the "duck" pond, and is the reason it stays wet or mucky. Will need conveyance and storage improvements. Water runs down the streets or driveways and jumps Osceola. There are pipes and grates in the streets but not efficient and does not discharge over to 301 and there is no canal to move the water in that direction. Will have to store more water.

Rufus resident – pond was started by the City but was finished by his father-in-law and placed pipe in the ground, most of which is on their property.

Richard Busche – because of the length of time the condition has been there any regulatory agencies would treat it as such. Have been on site when the flooding took place. Would plan to deal with 5 ½" rain event.

Commissioner Strickland – noted the corner of Stanley and Osceola is his property and is under water with a couple of inches of rain.

Richard Busche - Depending on future use of school property, with 466A being widened, can envision some of that area to be used for the storm water issues. There is a retention on the school for the roadway, which will have to be expanded for the widening of 466A. It is more efficient to share a retention area. Some cities have taken this type of work and turn it into a basis for a stormwater fund through tax assessment. There would be a couple more steps to get there.

Commissioner Bivins – as a taxpayer at Pitt and Stone has seen that area neglected for a long time. Need to make it possible for people to get in and out of their homes and the area when it rains.

Buster Stewart – "Duck" Pond is on his property and he maintains it. Has never asked the City for anything. It is pumped when needed by the City, but understand that now the County won't allow the City to pump it to the County roadway.

CM Smith – need to discuss during budget or in Special Workshop. Would like to use CRA funds on the Pitt and Stone and then use as matching grant for the Osceola project. Mayor Wolf – need Andy Easton working on grants and use CRA funds to work toward grants.

b. City's Group Health Insurance by Brown & Brown (Attachments-Board Option)

CM Smith – noted that Brown & Brown is our insurance broker and there have been several meetings with them regarding 2010-2011 health insurance. The plans that are reflected in the budget along with any rate increase are the 3900 and the 5773. This will be a change from the current 1360 and 1561. Intent is to bring a contract to the Commission between the City and Brown & Brown. Three-year term with City's expectation.

Scott Hindman of Brown & Brown introduced Travis Childers and Amber See both of Brown & Brown, and Ted Cox of AllState Insurance.

Scott Hindman reviewed some legislative changes coming that have nothing to do with Health Care Reform. One is Mental Health Parity, which requires any plan renewing after 9-23-10 must have similar benefits for mental health as well as medical health coverage. The limits for coverages and the annual maximums for mental health coverages will be removed from any policy renewing after 9-23, which effects the City's policy. After review by BCBS and actuarial it is agreed that this will have an effect of about 3% increase on the health care plan costs. The bill that has some effect on the policy with the effects graded in over a number of years, is Health Care Reform. There are a number of changes that can be expected. The bill did a lot to address access to health care but in the end didn't do much to effect the costs of health care, which was the idea in the beginning. One change effective immediately upon renewal – dependent coverage to the age of 26 whether a student or not. Another is that the annual maximums for different coverages will be done away with and there will be unlimited maximum coverage on the health plan. These changes will have about 3-5% increase on the health plan. The other thing that effects the costs of insurance is the trend or medical inflation, which runs about 1% per month or 12% per year. Then looking at the City's actual claims it shows they are running in excess of 90%. There are 5 or 6 serious health plan issues for the members or dependents, which will continue to effect the health plan into the future.

The initial increase for Wildwood renewal was 39%. Brown & Brown began to negotiate with BCBS and they came down to 33%. Realize that is a difficult increase for City to take. Discussed with CM Smith and ACC Roberts self-funding that didn't seem to be option due to number of lives. Went out to the marketplace and asked for quotes from United Health Care, Cigna and Aetna. There are no providers for Humana in the area. Aetna refused to quote. Cigna provided a quote, however in looking at disruption of provider services only 4 of the 25 doctors employees currently use were listed with Cigna. United Health Care provided a quote, which was good. As negotiation began and they received the underwriting and claim information, they withdrew their quote. This left plan design changes as the only option.

The 3900 plan was chosen for the base plan, with a cost increase of 2.8%. Has similar deduction, some copays are more, but does have a specialist copay instead of having to meet deductible then coinsurance. One thing that stands out is that under the 3900 plan the prescription component would be for generic only. Out of pockets are higher. Not much additional costs to the City, but more costs sharing from the employee. The buy up plan chosen is the 5773, with a 9% increase from the 1561.

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Something new that was discussed is the GAP plan from AllState. The employee would purchase the insurance to fill in some of the gaps in difference from the 1360 to the 3900 plan. The GAP coverage options are for hospitalization, outpatient benefit, and physician office visit. The GAP plan cost is age bracketed. The GAP has nothing for prescription.

Commissioner Allen expressed concern the 3900 plan covers on generic, when so many prescription are available in generic. Scott Hindman – asked for a formulary that was not generic only to be added and it increased the cost by \$100 per month, and that was with an \$800 calendar year deductible before the copays. There is a discount program card available through BCBS. The City would pick two plans and the employee would have an option of the two. For every dollar that BCBS took in \$.91 was paid out in claims. Have seen a group whose claims and group remained essentially the same and got a 3% increase. Believe everyone had high hopes of Reform addressing costs, but it didn't. Rules are still being written. The HCR bill was about 2400 pages long and the estimate is that it will take about 100 to 150 pages of regulations for each page of the bill. Have some groups that lock in the amount per employee they will pay and then the employee has the option to decide which plan they want.

Commissioner Clark asked if the City has the 34% to pay for the increase. CM Smith indicated no. Commissioner Clark asked if the 1360 plan could be the buy up plan from the 3900, instead of the 5773. ACC Roberts indicated that in the past BCBS has stated that the 1000 series could not be partnered with the 3000 or the 5000 series. Brown & Brown to find out if the 1360 could be partnered with the 3900 and Commission will be advised.

CM Smith – the recommendation to the Board is to approve a 2.8% increase to the health insurance coverage. There will be employee meetings this year to explain the changes, and meetings have been going on each year. AllState will sit down one-on-one about the supplemental insurances. Many of these issues have already been discussed with employees in the quarterly meetings.

Short break from 10:30 to 10:45.

CM Smith – discussion regarding City Attorney fees. Noted what is included in the report includes staff time, not just Jerri's time. There were several on-going issues such as Comp Plan amendments, employment issues, Jim Stevens' contract negotiation for retirement and several other issues. Have provided information on how other government agencies set up their attorney fee structure. Talked with Jerri regarding retainer fees and non-retainer fees. This is an exercise to see about saving costs. Once a contract is negotiated with Jerri it will be brought the Commission for review and approval.

CA Blair – the last few years have been high because Jim Stevens was out several times when as department head needed decision and she was contacted. She knows the numbers look large, but they don't pay the overhead. When she receives calls on matters she does not bill for short phone conferences. In checking other attorney rates – they are all higher than what she charges the City. Some \$200 per hour and \$250 per hour for litigations. The lowest rate she found was \$150 per hour. This year's numbers are more reflective of what it should be.

By Common Consensus authorized the City Manager and City Attorney to negotiate a contract between the City and Jerri Blair and bring back to Commission.

CM Smith noted that Jerri came of her accord today, was not asked to be here. All directors are aware they are to go through him before contacting the City Attorney.

c. Second Budget Workshop by Robert Smith (Attachments on file)

CM Smith second budget workshop was to review CRA Budget. CRA Miscellaneous Projects, CRA Roadways, CRA Fund. Revenues are down, but hopefully will go up next year. Operational expenditures of about \$78,000, miscellaneous projects of about \$100,000, Comp Plan amendments allocation is in that because of some of the JPA work, which does involve some of the CRA, and administration of 10% assessed to the CRA. Total allocation for the CRA budget is \$208,036.

Miscellaneous Projects include \$100,000 and \$15,000 will have to be brought in from CRA. \$10,000 for City Hall sign and a grant was applied from UF for Grower's Market and this would be the \$10,000 to match that grant. Blight demolitions \$20,000. Signage grant for businesses that want to take advantage of matching funds. Beautification projects in CRA. Commissioner Allen – when we get to point of contracting beautification the projects will take care of themselves. Mayor Wolf – someone can be held accountable.

CM Smith – looking at two median entrance signs. Will come back to Commission with design, but looking at south 301 and north 301. Can use CRA funds to make improvements on roadways in CRA area. Top five on inventory that are within the CRA are High Street – cost about \$30,000, which is included in the CRA budget. The others total to about \$27,000-\$28,000. Any additional moneys the Commission wants to expend on CRA projects would have to be brought in from the CRA account. Noted photos of High Street. Believe Lemon Street will probably be mitigated through the stormwater utility study. There the City has about \$700,000 in the CRA restricted fund. The budget as presented includes the High Street project. The Pitt and Stone Street project can be added to this year's budget by bringing in \$293,304 in from the CRA fund. What would be remaining in CRA fund would be close to \$400,000.

Mayor Wolf – agree with Pitt and Stone but High Street is fourth on the roadway priority list and the Commission could open itself to criticism if they approved High Street above the other three. CM Smith – the roads have to be in the CRA area in order to use the CRA money. Mayor Wolf – would rather see the CRA money go toward storm water projects.

Commissioner Allen asked if Osceola is in the CRA and City Manager responded yes, however the cost of that project would place reserves in the CRA very low. Commissioner Strickland indicated there is vacant property on the market in the Osceola area. About 1 ½ acres.

CM Smith recommended that CR232 be bumped to number one and have it done for in kind services in exchange for the trachoe. CR 232 is not in the CRA.

Mayor Wolf noted that County Commissioner Dick Hoffman recently said that CR209 is on their schedule for next year and they could not turn it over to the City in the condition it is in. Commissioner Allen requested that County Commissioner Gilpin be requested to attend a City Commissioner meeting to talk about County plan.

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CM Smith – is High Street to remain in the CRA budget.

PWD Kornegay was asked if this cost was working through the County and he indicated no. He noted that the safety issue can be address through a repair made to roadway if the tree is removed for about \$6,000.

Motion by Commissioner Strickland, second by Commissioner Allen to approve High Street tree removal and repair pavement, and keep remaining funds in the budget for decision later in year, possibly addressing Osceola. Motion carried by unanimous vote.

CM Smith noted that this would have to go before the CRA Board first for approval.

Motion by Commissioner Clark, second by Commissioner Bivins to include Pit & Stone in CRA budget. Motion carried by unanimous vote.

Road Maintenance Log – CM Smith recommended that City get in kind services where available, with CR 232 being moved to number one. CM Smith to check with City Attorney and City Clerk. Will get value of trachoe, declare surplus and bid out.

Motion by Commissioner Bivins, second by Commissioner Allen to move 232 to number one on Roadway Priority list. Motion carried by unanimous vote.

Senior Management FRS – CM Smith noted that only way to change is to change name of position and/or change job description. As positions are vacated, new person could be placed under another title.

By common consent – move to eliminate designated Senior Management except for City Manager position, as positions are vacated.

CM Smith noted that Mr. Dixon turned in his two-week notice of resignation on Friday. City Manager to talk with County or independent contractor to continue level of service during interim period until October 1. Have talked with County and they are ready to move sooner rather than later. Will discuss with Commission further at regular meeting.

Capital Enhancements – Items cannot be funded at this time, but will bring back as funds are available or if the item becomes a necessity. Recommended that the meter reading equipment be included in the budget.

Motion by Commissioner Clark, second by Commissioner Allen to accept the recommendation of City Manager. Motion carried by unanimous vote.

State Revenue Estimates came in higher than his estimates so the States were included in the budget. Looking at the rollback for ad valorem. Staff recommends rollback of 4.125%.

Motion by Commissioner Allen, second by Commissioner Bivins to tentatively approve 4.145% adjusted rollback rate with first Public Hearing to be September 14 at 7:00 p.m.. Motion carried by unanimous vote.

CEBS – staff recommends at 2% Employee Benefit Supplement.

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Motion by Commissioner Allen, second by Commissioner Clark to include 2% EBS in budget. Motion carried by unanimous vote.

3. **NEW BUSINESS – ACTION REQUIRED**

a. – f. None

g. **GENERAL ITEMS FOR CONSIDERATION**

- 1) Discussion / approval on moratorium on the collection of refuse impact fees due to privatization of refuse services (No attachments – Board option)

City has to decide what the current funds can be used for.

Motion by Commissioner Strickland, second by Commissioner Bivins to approve moratorium on the collection of refuse impact fees effective immediately. Motion carried by unanimous vote.

- 2) Discussion / approval for City of Wildwood "Facebook" account (Attachments-Board Option)

Commissioner Allen – if it is used as information from the City and restricted to no posting from others. Commissioner Bivins – as long as City controlled.  
Commissioner Strickland – would like for some comments to be allowed.

Motion by Commissioner Allen, second by Commissioner Strickland to approve City of Wildwood Facebook account. Motion carried by unanimous vote.

Commissioner Allen – have asked City Manager to look into on-line utility bill pay.

Mayor Wolf – in future discussions – need to discuss stormwater assessments. Commissioner Bivins agrees that all share the expense, but all should share the benefit also.

4. **ADJOURN**

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

CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA

S E A L

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

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

**(Version 1)**  
**ORDINANCE NO. O2010-15**

3. NEW BUSINESS – ACTION REQUIRED - b. ORDINANCES – 1<sup>ST</sup>  
READ ONLY (NO VOTE) - (1) Ordinance No. O2010-15, providing for  
amendments to the City's charter; etc., etc.....

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA;  
PROVIDING FOR AMENDMENT OF SECTIONS 4-10, 5-1, 5-5 and 5-7 OF THE CITY OF WILDWOOD CHARTER;  
PROVIDING THE CITY COMMISSION WITH AUTHORITY TO REQUIRE THAT A CITY MANAGER LIVE GEOGRAPHICALLY CLOSE TO OR WITHIN THE CITY;  
PROVIDING THAT ELECTIONS SHALL BE HELD IN NOVEMBER AT THE TIME OF THE STATE GENERAL ELECTION; PROVIDING THAT THE COUNTY CANVASSING BOARD MAY CANVASS ELECTIONS; PROVIDING THAT THE SUPERVISOR OF ELECTIONS MAY QUALIFY CANDIDATES; PROVIDING FOR PLACEMENT OF SAID CHANGES ON THE BALLOT FOR REFERENDUM VOTE;  
PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 166.031, Florida Statutes, provides for amendments to municipal charters; and,

WHEREAS, the statute provides that a governing body of a municipality may by ordinance submit to the electors of the municipality a proposed amendment to the charter which amendment may be to any part or to all of said charter except that part describing the boundaries of such municipality; and,

WHEREAS, the governing body of the municipality must place the proposed amendment contained in the ordinance to a vote of the electors at the next general election held within the municipality or at a special election called for such purpose; and,

WHEREAS, the City Commission has determined that it needs to amend the Charter to allow the City Manager to reside outside of the City's utility zone; and,

WHEREAS, the City Commission wishes to change the date of elections for city officials to the date of the state general election in hopes of encouraging a larger voter turnout and saving expenses.

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

SECTION 1. Upon approval by referendum vote, Section 4-10 of the City of Wildwood Charter, shall be amended as follows (cross-throughs indicate deletions and underlines indicate additions):

Section 4-10. Appointment, qualifications and compensation.

The city commission may appoint a city manager who shall be the administrative head of the city government, under the direction and supervision of the city commission, and who shall hold office at the pleasure of the city commission. He or she shall receive such compensation as the city commission may by resolution or contract fix and determine. He or she shall be chosen solely on the basis of his or her executive and administrative qualifications, without regard to his or her political belief, and shall be over the age of 21 years. The city commission shall have discretion to require that the city manager shall reside in the city's municipal service zone in a geographic area close to or within the City during his term of office, but he or she need not be a resident of the city, county, or state at the time of his or her appointment.

SECTION 2. Upon approval by referendum vote, Section 5-1 of the City of Wildwood Charter, shall be amended as follows (cross-throughs indicate deletions and underlines indicate additions):

Section 5-1. Time of holding; terms of officers; special elections.

The city commission, composed of one mayor-commissioner and four commissioners shall run in five groups. The mayor-commissioner seat shall be designated as group 1. The city commissioner seats presently designated as group 2, group 3, group 4 and group 5 shall continue to be so designated. Each candidate for a seat on the city commission shall indicate or have indicated at the time of his or her qualification the group for which he or she is a candidate. The regular election for the offices of the city commissioners shall be held on the first Tuesday after the first Monday in ~~December~~ November of each state general election year of each year. ~~The mayor-commissioner and the city commissioners in groups 2 and 4 shall be elected in 2005 and every four years thereafter. The city commissioners in groups 3 and 5 shall be elected in 2004 and every four years thereafter.~~ The mayor commissioner and the city commissioners in groups 2 and 4 serving at the time of enactment of this ordinance shall remain in the seats for which they currently hold office and each office shall be extended until 2014. An election shall be held for the offices of mayor commissioner and the city commissioners in groups 2 and 4 in 2014 for a 4 year term and every four years thereafter. An election shall be held for the offices of the city commissioners in groups 3 and 5 in 2012 for a 4 year term and every four years thereafter. Officers elected shall qualify and take office ~~on the second Monday in January at the next regular meeting after the election.~~ The present members of the city commission shall serve as commissioners under this act until their successors are duly qualified, elected, ~~qualified~~ and installed in office. Special elections shall be held from time to time as may be authorized by ordinance or this Charter.

SECTION 3. Upon approval by referendum ~~vote~~, Section 5-5 of the City of Wildwood Charter, shall be amended as follows (cross-throughs indicate deletions and underlines indicate additions):

~~Section 5-5. City commission to be the judge of election~~ Canvassing and qualification of its members.

1. Unless a majority of the city commission votes to utilize the supervisor of elections for qualifying of candidates and conducting the election and the county canvassing board for canvassing the election, the city commission shall be the judge of conduct the election and shall have the authority to determine the qualification of its members, subject to review by the courts.

2. If the city commission has not authorized the county canvassing board to canvass the election, at the time that the city commission meets to canvass the results of any election, any registered elector of the city shall be entitled to file with the city commission an affidavit setting out the facts showing that a candidate has violated the provisions of this Charter as to the manner of his election, or is otherwise unqualified to hold office, and the city commission shall take proof at such meeting and declare the results.

3. The city commission may by ordinance authorize the supervisor of elections to provide for qualifying for candidates and conduct the election and for the county canvassing board to canvass the election. If the city commission provides the supervisor of elections and the county canvassing board with such authority, then the supervisor of elections shall be responsible for the qualifying of candidates and conducting the election and the county canvassing board shall canvass the election. Once an ordinance is enacted authorizing the transfer of these responsibilities, the supervisor of elections and the county canvassing board shall retain this authority at all subsequent elections unless 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 4. Upon approval by referendum vote, Section 5-7 of the City of Wildwood Charter, shall be amended as follows (cross-throughs indicate deletions and underlines indicate additions):

Section 5-7. Qualification of candidates for city commission.

Unless the city commission has voted to authorize the

~~supervisor of elections to provide qualifying for candidates~~  
~~Candidates for city commission shall qualify as candidates upon~~  
application to the city clerk, in conformity with the general law of the  
state and ordinances pursuant thereto. If the city commission has  
authorized the supervisor of elections to provide qualifying for  
candidates, the candidate shall qualify upon application to the  
supervisor of elections. Qualification shall occur at the same time as  
qualification for the state general election and shall be pursuant to  
state law.

SECTION 5. Pursuant to the authority provided in Section 166.031, Florida Statutes, the City commission of the City of Wildwood, Florida submits to the electors of the City of Wildwood the following questions:

A. Should Section 4-10 of the City of Wildwood Charter, be amended as follows (cross-throughs indicate deletions and underlines indicate additions):

Section 4-10. Appointment, qualifications and compensation.

The city commission may appoint a city manager who shall be the administrative head of the city government, under the direction and supervision of the city commission, and who shall hold office at the pleasure of the city commission. He or she shall receive such compensation as the city commission may by resolution or contract fix and determine. He or she shall be chosen solely on the basis of his or her executive and administrative qualifications, without regard to his or her political belief, and shall be over the age of 21 years, . The city commission shall have discretion to require that the city manager shall reside in the city's municipal service zone in a geographic area close to or within the City during his term of office, but he or she need not be a resident of the city, county, or state at the time of his or her appointment.

\_\_\_\_\_ Yes

\_\_\_\_\_ No

B. Should Section 5-1 of the City of Wildwood Charter, be amended as follows (cross-throughs indicate deletions and underlines indicate additions):

Section 5-1. Time of holding; terms of officers; special elections.

The city commission, composed of one ~~mayor commissioner and four~~ commissioners shall run in five groups. ~~The mayor commissioner~~ seat shall be designated as group 1. The city commissioner seats presently designated as group 2, group 3, group 4 and group 5 shall continue to be so designated. Each candidate for a seat on the city commission shall indicate or have indicated at the time of his or her qualification the group for which he or she is a candidate. The regular election for the offices of the city commissioners shall be held on the first Tuesday after the first Monday in ~~December~~ November of ~~each state general election year of each year.~~ The mayor commissioner and the city commissioners in groups 2 and 4 shall be elected in 2005 and every four years thereafter. The city commissioners in groups 3 and 5 shall be elected in 2004 and every four years thereafter. The mayor commissioner and the city commissioners in groups 2 and 4 serving at the time of enactment of this ordinance shall remain in the seats for which they currently hold office and each office shall be extended until 2014. An election shall be held for the offices of mayor commissioner and the city commissioners in groups 2 and 4 in 2014 for a 4 year term and every four years thereafter. An election shall be held for the offices of the city commissioners in groups 3 and 5 in 2012 for a 4 year term and every four years thereafter. Officers elected shall qualify and take office ~~on the second Monday in January at the next regular meeting after the election.~~ The present members of the city commission shall serve as commissioners under this act until their successors are duly qualified, elected, ~~qualified~~ and installed in office. Special elections shall be held from time to time as may be authorized by ordinance or this Charter.

Yes  
 No

C. Should Section 5-5, City of Wildwood Charter, be amended as follows (cross-throughs indicate deletions and underlines indicate additions):

Section 5-5. ~~City commission to be the judge of election~~ Canvassing and qualification of its members.

1. Unless a majority of the city commission votes to utilize the supervisor of elections for qualifying of candidates and conducting the election and the county canvassing board for canvassing the election, the city commission shall be the judge of conduct the election and shall have the authority to determine the qualification of its members, subject to review by the courts.

2. If the city commission has not authorized the county

canvassing board to canvass the election, at the time that the city commission meets to canvass the results of any election, any registered elector of the city shall be entitled to file with the city commission an affidavit setting out the facts showing that a candidate has violated the provisions of this Charter as to the manner of his election, or is otherwise unqualified to hold office, and the city commission shall take proof at such meeting and declare the results.

3. The city commission may by ordinance authorize the supervisor of elections to provide for qualifying for candidates and conduct the election and for the county canvassing board to canvass the election. If the city commission provides the supervisor of elections and the county canvassing board with such authority, then the supervisor of elections shall be responsible for the qualifying of candidates and conducting the election and the county canvassing board shall canvass the election. Once an ordinance is enacted authorizing the transfer of these responsibilities, the supervisor of elections and the county canvassing board shall retain this authority at all subsequent elections unless 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.

Yes  
 No

D. Should Section 5-7, City of Wildwood Charter, be amended as follows (cross-throughs indicate deletions and underlines indicate additions):

Section 5-7. Qualification of candidates for city commission.

Unless the city commission has voted to authorize the supervisor of elections to provide qualifying for candidates, Candidates for city commission shall qualify as candidates upon application to the city clerk, in conformity with the general law of the state and ordinances pursuant thereto. If the city commission has authorized the supervisor of elections to provide qualifying for candidates, the candidate shall qualify upon application to the supervisor of elections. Qualification shall occur at the same time as qualification for the state general election and shall be pursuant to state law.

Yes  
 No

SECTION 6. These questions shall be placed on the ballot at the next general election on December 7, 2010.

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. This ordinance shall take effect immediately upon its final adoption by the City Commission and the Charter changes will become effective on approval by a majority in the referendum election to be held December 7, 2010.

PASSED AND ORDAINED this \_\_\_\_ day of \_\_\_\_\_, 2010, 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

**(Version 2)**  
**ORDINANCE NO. O2010-15**

3. NEW BUSINESS – ACTION REQUIRED - b. ORDINANCES – 1 <sup>ST</sup> READ ONLY (NO VOTE) - (f) Ordinance No. O2010-15, providing for amendments to the City's charter; etc., etc.....
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AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA;  
PROVIDING FOR AMENDMENT OF SECTIONS 4-10, 5-1, 5-5 and 5-7 OF THE CITY OF WILDWOOD CHARTER;  
PROVIDING THE CITY COMMISSION WITH AUTHORITY TO REQUIRE THAT A CITY MANAGER LIVE GEOGRAPHICALLY CLOSE TO OR WITHIN THE CITY;  
PROVIDING THAT ELECTIONS SHALL BE HELD IN NOVEMBER AT THE TIME OF THE STATE GENERAL ELECTION; PROVIDING THAT THE COUNTY CANVASSING BOARD MAY CANVASS ELECTIONS; PROVIDING THAT THE SUPERVISOR OF ELECTIONS MAY QUALIFY CANDIDATES; PROVIDING FOR PLACEMENT OF SAID CHANGES ON THE BALLOT FOR REFERENDUM VOTE;  
PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 166.031, Florida Statutes, provides for amendments to municipal charters; and,

WHEREAS, the statute provides that a governing body of a municipality may by ordinance submit to the electors of the municipality a proposed amendment to the charter which amendment may be to any part or to all of said charter except that part describing the boundaries of such municipality; and,

WHEREAS, the governing body of the municipality must place the proposed amendment contained in the ordinance to a vote of the electors at the next general election held within the municipality or at a special election called for such purpose; and,

WHEREAS, the City Commission has determined that it needs to amend the Charter to allow the City Manager to reside outside of the City's utility zone; and,

WHEREAS, the City Commission wishes to change the date of elections for city officials to the date of the state general election in hopes of encouraging a larger voter turnout and saving expenses.

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

SECTION 1. Upon approval by referendum vote, Section 4-10 of the City of Wildwood Charter, shall be amended as follows (cross-throughs indicate deletions and underlines indicate additions):

Section 4-10. Appointment, qualifications and compensation.

The city commission may appoint a city manager who shall be the administrative head of the city government, under the direction and supervision of the city commission, and who shall hold office at the pleasure of the city commission. He or she shall receive such compensation as the city commission may by resolution or contract fix and determine. He or she shall be chosen solely on the basis of his or her executive and administrative qualifications, without regard to his or her political belief, and shall be over the age of 21 years. The city commission shall have discretion to require that the city manager shall reside in the city's municipal service zone in a geographic area close to or within the City during his term of office, but he or she need not be a resident of the city, county, or state at the time of his or her appointment.

SECTION 2. Upon approval by referendum vote, Section 5-1 of the City of Wildwood Charter, shall be amended as follows (cross-throughs indicate deletions and underlines indicate additions):

Section 5-1. Time of holding; terms of officers; special elections.

The city commission, composed of one mayor-commissioner and four commissioners shall run in five groups. The mayor-commissioner seat shall be designated as group 1. The city commissioner seats presently designated as group 2, group 3, group 4 and group 5 shall continue to be so designated. Each candidate for a seat on the city commission shall indicate or have indicated at the time of his or her qualification the group for which he or she is a candidate. The regular election for the offices of the city commissioners shall be held on the first Tuesday after the first Monday in ~~December~~ November of each state general election year of each year. ~~The mayor-commissioner and the city commissioners in groups 2 and 4 shall be elected in 2005 and every four years thereafter. The city commissioners in groups 3 and 5 shall be elected in 2004 and every four years thereafter.~~ The mayor commissioner and the city commissioners in groups 2 and 4 serving at the time of enactment of this ordinance shall remain in the seats for which they currently hold office and each office shall be extended until 2014. An election shall be held for the offices of mayor commissioner and the city commissioners in groups 2 and 4 in 2014 for a 4 year term and every four years thereafter. An election shall be held for the offices of the city commissioners in groups 3 and 5 in 2012 for a 4 year term and every four years thereafter. Officers elected shall qualify and take office ~~on the second~~ Monday in January. The present members of the city commission shall serve as commissioners under this act until their successors are duly qualified, ~~qualified~~ and installed in office. Special elections shall be held from time to time as may be authorized by ordinance or this Charter.

SECTION 3. Upon approval by referendum vote, Section 5-5 of the City of

Wildwood Charter, shall be amended as follows (cross-throughs indicate deletions and underlines indicate additions):

~~Section 5-5. City commission to be the judge of election~~ Canvassing and qualification of its members.

1. Unless a majority of the city commission votes to utilize the supervisor of elections for qualifying of candidates and conducting the election and the county canvassing board for canvassing the election, the city commission shall be the judge of ~~conduct~~ the election and shall have the authority to determine the qualification of its members, subject to review by the courts.

2. If the city commission has not authorized the county canvassing board to canvass the election, at the time that the city commission meets to canvass the results of any election, any registered elector of the city shall be entitled to file with the city commission an affidavit setting out the facts showing that a candidate has violated the provisions of this Charter as to the manner of his election, or is otherwise unqualified to hold office, and the city commission shall take proof at such meeting and declare the results.

3. The city commission may by ordinance authorize the supervisor of elections to provide for qualifying for candidates and conduct the election and for the county canvassing board to canvass the election. If the city commission provides the supervisor of elections and the county canvassing board with such authority, then the supervisor of elections shall be responsible for the qualifying of candidates and conducting the election and the county canvassing board shall canvass the election. Once an ordinance is enacted authorizing the transfer of these responsibilities, the supervisor of elections and the county canvassing board shall retain this authority at all subsequent elections unless 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 4. Upon approval by referendum vote, Section 5-7 of the City of Wildwood Charter, shall be amended as follows (cross-throughs indicate deletions and underlines indicate additions):

Section 5-7. Qualification of candidates for city commission.

Unless the city commission has voted to authorize the supervisor of elections to provide qualifying for candidates,

~~C~~andidates for city commission shall qualify as candidates upon application to the city clerk, in conformity with the general law of the state and ordinances pursuant thereto. If the city commission has authorized the supervisor of elections to provide qualifying for candidates, the candidate shall qualify upon application to the supervisor of elections. Qualification shall occur at the same time as qualification for the state general election and shall be pursuant to state law.

SECTION 5. Pursuant to the authority provided in Section 166.031, Florida Statutes, the City commission of the City of Wildwood, Florida submits to the electors of the City of Wildwood the following questions:

A. Should Section 4-10 of the City of Wildwood Charter, be amended as follows (cross-throughs indicate deletions and underlines indicate additions):

Section 4-10. Appointment, qualifications and compensation.

The city commission may appoint a city manager who shall be the administrative head of the city government, under the direction and supervision of the city commission, and who shall hold office at the pleasure of the city commission. He or she shall receive such compensation as the city commission may by resolution or contract fix and determine. He or she shall be chosen solely on the basis of his or her executive and administrative qualifications, without regard to his or her political belief, and shall be over the age of 21 years; The city commission shall have discretion to require that the city manager shall reside in the city's municipal service zone in a geographic area close to or within the City during his term of office, but he or she need not be a resident of the city, county, or state at the time of his or her appointment.

Yes

No

B. Should Section 5-1 of the City of Wildwood Charter, be amended as follows (cross-throughs indicate deletions and underlines indicate additions):

Section 5-1. Time of holding; terms of officers; special elections.

The city commission, composed of one ~~mayor-commissioner and four~~ commissioners shall run in five groups. ~~The mayor-commissioner~~ seat shall be designated as group 1. The city commissioner seats presently designated as group 2, group 3, group 4 and group 5 shall continue to be so designated. Each candidate for a seat on the city commission shall indicate or have indicated at the time of his or her qualification the group for which he or she is a candidate. The regular election for the offices of the city commissioners shall be held on the first Tuesday after the first Monday in ~~December~~ November of each state general election year of each year. ~~The mayor-commissioner and the city commissioners in groups 2 and 4 shall be elected in 2005 and every four years thereafter. The city commissioners in groups 3 and 5 shall be elected in 2004 and every four years thereafter. The mayor commissioner and the city commissioners in groups 2 and 4 serving at the time of enactment of this ordinance shall remain in the seats for which they currently hold office and each office shall be extended until 2014. An election shall be held for the offices of mayor commissioner and the city commissioners in groups 2 and 4 in 2014 for a 4 year term and every four years thereafter. An election shall be held for the offices of the city commissioners in groups 3 and 5 in 2012 for a 4 year term and every four years thereafter. Officers elected shall qualify and take office on the second Monday in January at the next regular meeting after the election. The present members of the city commission shall serve as commissioners under this act until their successors are duly qualified, ~~elected, qualified and installed in office.~~ Special elections shall be held from time to time as may be authorized by ordinance or this Charter.~~

Yes  
 No

C. Should Section 5-5, City of Wildwood Charter, be amended as follows (cross-throughs indicate deletions and underlines indicate additions):

Section 5-5. ~~City commission to be the judge of election~~ Canvassing and ~~qualification of its members.~~

1. Unless a majority of the city commission votes to utilize the supervisor of elections for qualifying of candidates and conducting the election and the county canvassing board for canvassing the election, the city commission shall be the judge of conduct the election and shall have the authority to determine the qualification of its members, subject to review by the courts.

2. If the city commission has not authorized the county

~~canvassing board to canvass the election at the time that the city commission meets to canvass the results of any election, any registered elector of the city shall be entitled to file with the city commission an affidavit setting out the facts showing that a candidate has violated the provisions of this Charter as to the manner of his election, or is otherwise unqualified to hold office, and the city commission shall take proof at such meeting and declare the results.~~

3. The city commission may by ordinance authorize the supervisor of elections to provide for qualifying for candidates and conduct the election and for the county canvassing board to canvass the election. If the city commission provides the supervisor of elections and the county canvassing board with such authority, then the supervisor of elections shall be responsible for the qualifying of candidates and conducting the election and the county canvassing board shall canvass the election. Once an ordinance is enacted authorizing the transfer of these responsibilities, the supervisor of elections and the county canvassing board shall retain this authority at all subsequent elections unless 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.

Yes  
 No

D. Should Section 5-7, City of Wildwood Charter, be amended as follows (cross-throughs indicate deletions and underlines indicate additions):

Section 5-7. Qualification of candidates for city commission.

Unless the city commission has voted to authorize the supervisor of elections to provide qualifying for candidates, candidates for city commission shall qualify as candidates upon application to the city clerk, in conformity with the general law of the state and ordinances pursuant thereto. If the city commission has authorized the supervisor of elections to provide qualifying for candidates, the candidate shall qualify upon application to the supervisor of elections. Qualification shall occur at the same time as qualification for the state general election and shall be pursuant to state law.

Yes  
 No

SECTION 6. These questions shall be placed on the ballot at the next general election on December 7, 2010.

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. This ordinance shall take effect immediately upon its final adoption by the City Commission and the Charter changes will become effective on approval by a majority in the referendum election to be held December 7, 2010.

PASSED AND ORDAINED this \_\_\_\_ day of \_\_\_\_\_, 2010, 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

## RESOLUTION NO R2010-22

A RESOLUTION ADOPTING AND ESTABLISHING THE SUMTER COUNTY BUILDING SERVICES FEES AS THE BUILDING SERVICES FEES TO BE USED BY AND FOR THE CITY OF WILDWOOD; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Wildwood City Commission desires to change and/or establish certain fees in relation to the development of land and the improvement of structures. And,

WHEREAS, the City incurs expenses in relation to the implementation and enforcement of various state and local regulations controlling the development of land. And,

WHEREAS, in order to help defray some of these expenses it becomes necessary to assess certain fees. And,

WHEREAS, Resolution No. 558, Establishing Land Development Fees, was passed by the Wildwood City Commission on January 24, 1994. and,

WHEREAS, Resolution No. 799, Changing and establishing fees in relation to Land Development and Building improvements, was passed on June 4<sup>th</sup>, 2001,

WHEREAS, it is the desire of the City Commission to dissolve the said fees established in Resolution No. 558 and Resolution 799 as amended and re-establish and adopt the same fees that are being used by the Sumter County Building Services because Sumter County will be actively involved in providing building services; and,

WHEREAS, Ordinance NO. 2010-14, adopted on August 9<sup>th</sup>, 2010, amends the already approved Joint Planning & Inter-local Service Boundary Agreement between the City of Wildwood and Sumter County to include Building Permitting and Inspection Services as a unified approach, resulting in a more efficient and cost effective method of service, and

WHEREAS, the County and City have agreed to prepare and adopt unified operational procedures assuring a high level of service to customers without undue delay.

**NOW THEREFORE, BE IT RESOLVED**, by the City Commission of the City of Wildwood, Florida:

1. The schedule of permit fees attached to this Resolution and marked as Exhibit A are hereby incorporated into and shall be deemed a part of this Resolution.
2. The attached Exhibit A- Wildwood Building Services Fee schedule is hereby approved and said fees shall be assessed until such time as the City Commission may amend or abolish said schedule by Resolution.
3. Any and all previously adopted fees in conflict with this Resolution are hereby repealed.
4. This resolution shall become effective upon approval by the City Commission.

**DONE AND RESOLVED**, in a Regular meeting this 9th day of August, 2010.

CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA

S E A L

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

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

**EXHIBIT A-**  
**(TO RESOLUTION NO. R2010-22)**

**City of Wildwood**

**Building Services**  
**Fee Schedule**

Effective August 9, 2010

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**I. Administrative Fees**

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2) Non Refundable Deposit ..... 5

3) State Required Fees ..... 5

4) Plan Review Fees..... 5

5) Inspection Fees ..... 5

6) Zoning Fees ..... 6

7) Agricultural Exemption Application Fee ..... 6

8) Permit Renewal Fees ..... 6

9) Refund Policy Fees..... 6

**II. Commercial Permit Fees**

2) Interior Build out Permits..... 7

3) Commercial Modular Buildings..... 7

4) Commercial Replacement Roofing ..... 7

5) Shell permits..... 7

6) Foundation permits..... 7

**III. Commercial Sub-Permit Fees**

1) Electrical ..... 7

2) Mechanical ..... 7

3) Plumbing ..... 7

4) Gas ..... 7

5) Low Voltage..... 7

6) Solar..... 7

**IV. Commercial Other Permit Fees**

1) Demolition..... 8

2) Signs ..... 8

3) Pre-Power..... 8

**V. Residential Building Permit Fees**

1) Single Family (SFD) and Two Family (TFD) Dwelling all trades R 3 ..... 8

2) Single Family (SFD) and Two Family (TFD) Dwelling without trades R3 ..... 8

3) Trades New Construction ..... 8

4) Residential Manufactured/Modular Home Combination ..... 8

5) Roof Replacement ..... 8

**VI. Residential /Commercial Single Permit Fees**

1) Building ..... 9

2) Electric..... 9

3) Gas..... 9

4) Mechanical..... 9

5) Plumbing..... 9

**VII. Residential / Commercial Pool Permit Fees**

1) Residential Swimming Pools and Spa..... 10

2) Commercial Swimming Pools and Spa..... 10

**VIII. Contractor Licensing Fees..... 10**

**IX. Fire Fees (refer to separate Fire Services Fee Schedule) ..... 10**

**I. Administrative Fees**

- 1) Administrative
  - a) Processing Fee for All Permits \$ 15.00
  - b) Change Primary Contractor \$ 30.00
  - c) Change Secondary Contractor \$ 20.00
  - d) Replacement Inspection Placard \$ 5.00
  - e) Copy of Residential Site Plan (if available) \$ 5.00
  - f) Fax Back Long Distance \$ 2.00
  - g) Copy Construction Plans (sent out to be copied) Cost + \$ 10.00
  - h) Copy Documents In-house \$ .15 / page
  - i) Returned Check Processing Fee \$ 20.00
  - j) Building Prior to Acquiring Permits see below
    - Whichever is greater, double the permit fee or standard permit fee + \$100.00
  
- 2) Non Refundable Deposit
 

Processing Fee and plan review fees deposit is credited toward the building permit fee

  - a) Commercial Applications
    - 1) New Non-Threshold \$415.00
    - 2) New Threshold Building (553.71 F.S.) \$815.00
    - 3) Build-out \$115.00
  - b) Detached Single (SFD) and Two Family (TFD) Dwelling Applications
    - 1) 0 – 1999 sq. ft. \$115.00
    - 2) 2000 sq. ft or larger \$215.00
  - c) Applications for All Other Types of Construction
    - 1) All others \$ 65.00
  
- 3) State Required Fees
  - a) State of Florida Surcharge Fee \$ 0.005 / sq. ft.
  - b) State of Florida Building Code Administrators \$ 0.005 / sq. ft.
  
- 4) Plan Review Fees
  - a) Plan Review (Commercial & Large Residence Application)
    - 1) Minimum fee up to 1 hr \$ 65.00
    - 2) Each additional 30 minutes \$ 32.50 / half hr
  - b) Revision or Pre-Application Design Review
    - 1) Base \$ 25.00
    - 2) Each additional plan sheet or attachment \$ 10.00
  - c) Approve or Re-stamp Duplicate Construction Documents \$ 25.00
  - d) Master Plans
    - 1) Single Family Dwelling (SFD) \$200.00
    - 2) Pools \$100.00
    - 3) Accessory Structure \$100.00
    - 4) Miscellaneous detail \$ 50.00
  
- 5) Inspection Fees
  - a) Inspection \$ 50.00

Partial, consultation, Re-Inspection

- b) Special Inspections
  - 1 Hour Minimum \$ 65.00 per/Hr.
- c) Prearranged Weekend, Holiday, and After Hours Inspections
  - 3 Hours Minimum \$195.00
- d) Temporary, Partial, or Conditional Certificate of Occupancy
  - Commercial \$200.00
  
- 6) Zoning Fees
  - a) Zoning verification fee \$ 25.00
  - b) Flood determination fee (living space only) \$ 25.00
  
- 7) Agricultural Exemption Application Fee
  - a) Agricultural Exemption for a Non-Residential Farm Building \$ 25.00  
 + Fire Impact Fee
  
- 8) Permit Renewal Fees
  - a) Expired permits - 180 days after issuance and permit has expired
    - No Inspections Completed 100 % Fee
    - ¼ Inspections Completed 75 % Fee
    - ½ Inspections Completed 50 % Fee
    - ¾ Inspections Completed 25 % Fee
  - b) Permit Extension 1-90 Days \$ 20.00
  
- 9) Refund Policy Fees
  - Administrative fees are not refundable
  - Permit fees for closed or expired permits are not refundable
  - Inspection fees are not refundable on completed inspections
  - Minimum inspections fees are not refundable

Note: All permit applications will be charged a processing fee, payable at time of submittal. Re-inspections will generate an inspection fee which must be paid prior to requesting the next inspection.

Minimum fees based on administrative, plan review, inspections, and staff processing.

Any permit fees not specifically listed within this fee schedule will be determined by the Building Official or his designee based on similar or equivalent permit types.

**II. Commercial Permit Fees**

- 1) New Commercial includes shell, foundation, and regular inspection (not identified in # I.5)
  - a) Residential Occupancy
    - Group R-1 Hotels, Motels Calculated \$50.00 / 250 sq. ft.
    - Group R-2 Apartments Calculated \$50.00 / 250 sq. ft.
    - Group R-4 Assisted Living Facilities Calculated \$50.00 / 250 sq. ft.
  - b) Other Occupancies New Building
    - Group A Assembly Calculated \$50.00/ 250 sq. ft
    - Group B Business Calculated \$50.00 / 250 sq. ft
    - Group D Day Care Calculated \$50.00 / 250 sq. ft
    - Group E Educational Calculated \$50.00 / 250 sq. ft
    - Group F Factory/Industrial Calculated \$50.00 / 500 sq. ft
    - Group H Hazardous Calculated \$50.00 / 500 sq. ft
    - Group M Mercantile Calculated \$50.00 / 250 sq. ft
    - Group S Storage Calculated \$50.00 / 500 sq. ft
  
- 2) Interior Build out Permits
  - a) New Shell Building above schedule and all trades
  - b) Existing Building Minimum \$200.00 + all trades
  
- 3) Commercial Modular Buildings Flat fee \$350.00
  
- 4) Commercial Replacement Roofing Calculated \$50.00 / 5000 sq ft  
 Minimum \$150.00
  
- 5) Shell permits Calculated using 1.a. or 1.b.
  
- 6) Foundation permits Calculated using 1.a. or 1 b.

**III. Commercial Sub-Permit Fees**

- Commercial Trade inspections (All Occupancies) New Building
- 1) Electrical Calculated \$50.00 / 1500 sq. ft. Minimum \$100.00
  - 2) Mechanical Calculated \$50.00 / 2000 sq. ft. Minimum \$100.00
  - 3) Plumbing Calculated \$50.00 / 1500 sq. ft. Minimum \$150.00
  - 4) Gas Calculated \$50.00 / 2000 sq. ft. Minimum \$100.00
  - 5) Low Voltage Calculated \$50.00 / 1500 sq. ft. Minimum \$100.00
  - 6) Solar Calculated \$50.00 / 2000 sq. ft. Minimum \$ 50.00

**IV. Commercial Other Permit Fees**

1) Demolition	\$100.00
2) Signs	
a) Ground	\$150.00
b) Ground with electric	\$250.00
c) Wall	\$100.00
d) Wall with electric	\$200.00
3) Pre-Power (Paid at time of permit issuance)	\$150.00

**V. Residential Building Permit Fees**

1) Single Family (SFD) and Two Family (TFD) Dwelling all trades R 3 (minimum)	
a) SFD- Combination Monolithic slab - without gas	\$800.00
b) SFD- Combination Monolithic Slab - with gas	\$900.00
c) SFD- Combination Footer/Stem wall - without gas	\$900.00
d) SFD- Combination Footer/Stem wall - with gas	\$1,000.00
e) TFD- Combination without gas	\$1,100.00
f) TFD- Combination with gas	\$1,200.00
2) Single Family (SFD) and Two Family (TFD) Dwelling without trades R3 (minimum)	
a) SFD - Monolithic Slab	\$400.00
b) SFD - Footer/Stem Wall	\$500.00
c) TFD - Monolithic Slab	\$400.00
d) TFD - Footer/Slab	\$500.00
3) Trades New Construction	
a) Electric	\$100.00
b) Gas	\$100.00
c) Mechanical	\$100.00
d) Plumbing	\$150.00
e) Low Voltage	\$100.00
f) Solar	\$ 50.00
4) Residential Manufactured/Modular Home Combination (minimum)	
Permit includes (Set-up, Electric, Plumbing, Mechanical, Low Voltage and Gas)	
a) Manufactured Home and Park Model	\$300.00
b) Modular	\$350.00
c) Pre- inspection permit for manufactured/mobile home 15 years or older from date of application submittal	\$ 75.00
d) Owner builder, trades permits will be issued as separate permit with processing fee only	see above
5) Roof Replacement	
a) Metal, clay tile, or concrete	\$150.00
b) Shingles, rolled, or built up replacement roofing	\$100.00

## VI. Residential /Commercial Single Permit Fees

1) Building	
a) Prefabricated Storage Sheds	\$ 50.00
b) Accessory Buildings (non-living)	\$300.00
Garage, workshop, barn, site constructed shed, etc.	
c) Acrylic/Vinyl windows into an existing screen room	\$ 50.00
d) Additions (attached to residence)	\$400.00
e) Alteration remodeling of living space	\$300.00
f) Aluminum Structures	
(1) Without slab	\$100.00
(2) With slab	\$150.00
g) Demolition	\$100.00
h) Fireplace	\$ 50.00
i) Garage door replacement – increments of 3	\$ 50.00
j) Window and/or Door Replacement – increment 20	\$100.00
(1) Single door/window	\$ 50.00
k) Solar Panel System	\$ 50.00
l) Sun room/Florida room	\$100.00
m) Walk-in cooler	\$ 50.00
n) Building move	\$550.00
o) Awnings/Canopies	\$ 50.00
p) Concrete slabs	\$ 50.00
q) Building miscellaneous	\$ 50.00
2) Electric	
a) Electric pump service	\$ 50.00
b) Generator installation	\$ 50.00
c) Electric upgrade	\$ 50.00
d) Temporary pole for construction	\$ 50.00
e) Electric miscellaneous	\$ 50.00
3) Gas	
a) Swimming pool heater	\$ 50.00
b) Tank only	\$ 50.00
c) Gas miscellaneous	\$ 50.00
4) Mechanical	
a) Mechanical change out (per unit)	\$100.00
b) Duct work	\$100.00
c) Mini splits/dehumidification systems	\$ 50.00
d) Grease hood	\$100.00
e) Refrigeration lines	\$ 50.00
f) Mechanical miscellaneous	\$ 50.00
5) Plumbing	
a) Sewer/Septic line connection (replacement systems)	\$ 50.00
b) Water service connection (replacement systems)	\$ 50.00
c) Plumbing miscellaneous	\$ 50.00

Note: Residential/Commercial Trade Permits may be required and are calculated by the plans examiners based on the code and the plans submitted.

**VII. Residential / Commercial Pool Permit Fees**

- 1) Residential Swimming Pools and Spa
  - a) Swimming Pool /Spa Combination Permit without gas \$200.00
  - b) Swimming Pool /Spa Combination Permit with gas \$300.00
  - c) Swimming Pool /Spa Combination Permit with solar \$250.00
  - d) Above Ground Pool Permit (erected on site) \$100.00
  - e) Portable Spa \$ 50.00
- 2) Commercial Swimming Pools and Spa \$350.00

**VIII. Contractor Licensing Fees**

- 1) Certification of Competency
  - a) Special Examination fee \$125.00
- 2) Certificate of Competency
  - a) Application Fee - non-refundable \$ 50.00
  - b) Initial \$ 50.00
  - c) Reactivation \$ 50.00
  - d) Inactive Status (Biennial Fee) \$ 25.00
  - e) Renewal Fee (Active-Biennial Fee) \$ 50.00
  - f) Renewal Fee (Inactive-Biennial Fee) \$ 25.00
- 3) Change of Status (Other than from Inactive to Active) \$ 20.00
- 4) Duplication or Replacement of the Competency Card \$ 20.00
- 5) Letter of Reciprocity \$ 30.00
- 6) Certified Contractors Biennial Fee \$ 25.00
- 7) Mobile Home Set-up Contractors Biennial Fee \$ 25.00
- 8) Late Renewal Fees
  - a) Double the biennial fee for active or inactive status plus an additional \$ 10.00 per month after the first month late-see Contractor Licensing Ordinance

**IX. Fire Fees (contact Fire Services at 352-793-0212 for their current fire fee schedule)**

# Sheriff



WILLIAM O. "BILL" FARMER, JR.  
SUMTER COUNTY  
MEMBER FLORIDA SHERIFF'S ASSOCIATION

Judd Wright  
Director, Emergency Management

Sumter County Emergency Management  
1010 North Main Street  
Bushnell, Florida 33513  
Phone: 352-569-6000 Fax: 352-569-1222

Mr. Robert Smith  
City Manager  
Wildwood, Florida

June 16, 2010



Mr. Smith;

As you are aware, The Local Mitigation Strategy working group has been working on the Local Mitigation Strategy for the last year or more.

We have sent the draft copy to the state who approved it and passed it to FEMA.

FEMA has determined that our document is in compliance with federal hazard mitigation planning standards contained in 44 CFR 201/6(b)-(d).

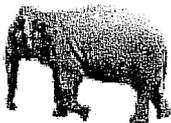
Please review this final plan and send to your City Commission for approval and adoption by resolution. FEMA's formal approval will be issued upon adoption of our LMS.

If you have any questions or concerns, feel free to contact me.

A handwritten signature in black ink, appearing to read 'Judd Wright', written over a horizontal line.

*Prepared To Serve!*

*"Handling one gigantic, earth-shattering, crisis at a time"*



Judd Wright  
Emergency Management Director  
Sumter County Sheriff's Office  
(352) 569-6000

3. NEW BUSINESS - ACTION REQUIRED c. RESOLUTIONS FOR APPROVAL(2) Res. #R2010-23 approving & adopting the Local Mitigation Strategy for Wildwood & Sumter Co.

**RESOLUTION NO. R2010-23**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILDWOOD, FLORIDA, APPROVING AND ADOPTING THE LOCAL MITIGATION STRATEGY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is required by the State of Florida that all local governments have an approved Local Mitigation Strategy in order to obtain federal funding through the Hazard Mitigation Grant Program; and,

WHEREAS, the Local Mitigation Strategy Working Group has compiled a Local Mitigation Strategy document and had it approved through the state level; and,

WHEREAS, FEMA has determined that the Local Mitigation Strategy is compliant with all Federal standards;

NOW THEREFORE, BE IT RESOLVED, by the City Commission of the City of Wildwood, Florida as follows:

That the attached Local Mitigation Strategy is hereby approved and adopted for the City of Wildwood (Sumter County), Florida.

PASSED AND RESOLVED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2010.

CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA

S E A L

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

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

**CITY OF WILDWOOD  
EXECUTIVE SUMMARY**

3. NEW BUSINESS-ACTION REQUIRED

Contracts and Agreements

Contract amendment with CRW Systems – revision of payment schedule only

**SUBJECT:** CRW Contract Amendment

**REQUESTED ACTION:** Staff Recommends Approval

- Work Session (Report Only)  
 Regular Meeting

**DATE OF MEETING:** 8/9/10  
 Special Meeting

**CONTRACT:**  N/A

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

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

**BUDGET IMPACT:** \$0

- Annual  
 Capital  
 N/A

**FUNDING SOURCE:** \_\_\_\_\_

**EXPENDITURE ACCOUNT:** \_\_\_\_\_

**HISTORY/FACTS/ISSUES:**

Mayor and Commission,

With the consolidation of Building Permitting and Inspection Services with the County and the adoption of the County permit fee rate structure, the 5% technology fee collected by the City became obsolete. The City paid the initial \$15,000 fee to CRW but has not transferred funds collected from the 5% to CRW. This contract amends the original and divides the payments evenly for the ten year term of the contract.

Regards,

Robert Smith

### Contract Amendment

This Contract Amendment is entered into by and between CITY OF WILDWOOD, FLORIDA, (hereinafter "CLIENT") and CRW SYSTEMS, INC., (hereafter "CRW") this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, which amends the Agreement for the "Installation and Use of a Permit, Planning, and Code Enforcement Software" signed on December 10, 2009.

IN CONSIDERATION of the covenants as set forth in this Amendment, CLIENT and CRW agree to revise the payment schedule to ten (10) annual payments of **\$20,924.80 (Twenty Thousand Nine Hundred Twenty-Four Dollars and Eighty Cents) each**, with the initial payment beginning on October 1, 2010.

CLIENT and CRW mutually agree that payments are guaranteed on an annual basis for ten (10) years, based on the following schedule.

Payment Date	Payment Amount	Annual Pay-off Balance
Current Balance (as of Aug. 9, 2010)		\$ 209,248.00
October 1, 2010	\$ 20,924.80	\$ 188,323.20
October 1, 2011	\$ 20,924.80	\$ 167,398.40
October 1, 2012	\$ 20,924.80	\$ 146,473.60
October 1, 2013	\$ 20,924.80	\$ 125,548.80
October 1, 2014	\$ 20,924.80	\$ 104,624.00
October 1, 2015	\$ 20,924.80	\$ 83,699.20
October 1, 2016	\$ 20,924.80	\$ 62,774.40
October 1, 2017	\$ 20,924.80	\$ 41,849.60
October 1, 2018	\$ 20,924.80	\$ 20,924.80
October 1, 2019	\$ 20,924.80	\$ 0.00

It is understood that the payments above shall include all applicable fees for software support, upgrades, and technical support. Client may, at its sole discretion, elect to pay-off the balance of the project at any time according to the schedule shown above.

**AGREEMENT AS OFFER:**

This Amendment supersedes only the "Project Compensation Summary" identified within Exhibit C of the original Agreement entered into on December 10, 2009 and shall be valid only if a signed original of this Amendment has been received by both parties on or before August 12, 2010.

CITY OF WILDWOOD  
Wildwood, Florida

CRW SYSTEMS, INC.  
San Diego, California

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

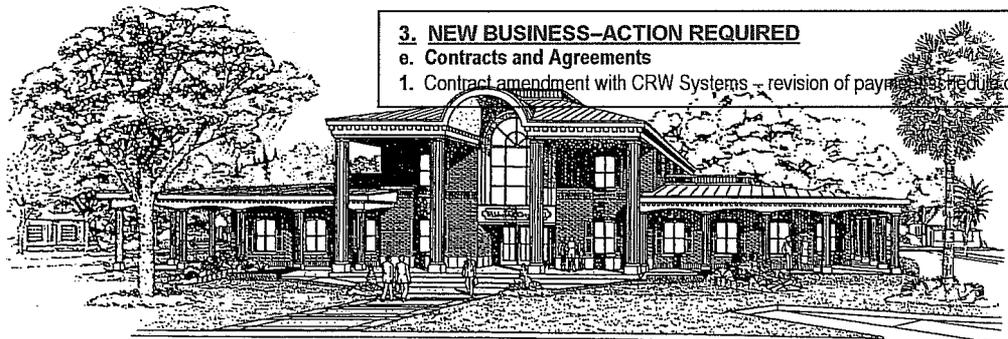
Dated: \_\_\_\_\_

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

By: \_\_\_\_\_  
Christopher R. Wuerz, President  
CRW Systems, Inc.

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

City of  
Wildwood,  
Florida



City Hall

**3. NEW BUSINESS-ACTION REQUIRED**

**e. Contracts and Agreements**

1. Contract amendment with CRW Systems - revision of payment schedule only

Area Code: 352  
SUNCOM Prefix: 668  
ZIP Code: 34785

**CITY HALL**

100 N. Main Street  
330-1330 Phone  
330-1338 Fax

**CITY MANAGER**

Extension 109

**CITY CLERK/FINANCE**

Extension 100

**PERSONNEL**

Extension 103  
330-1339 Fax

**CUSTOMER SERVICE**

(Utility Accounts)  
Extension 130

**BUILDING SERVICES**

Code/Inspections/Permits  
Extension 131  
330-1334 Fax

**DEVELOPMENT SERVICES**

Planning/Zoning/Concurrency  
Extension 118  
330-1334 Fax

**TDD**

Extension 130

**LIBRARY**

310 Palmer Drive  
748-1158

**COMMUNITY CENTER**

6500 County Road 139

**POLICE**

100 E. Huey Street  
330-1355  
330-1358 Fax

**ANIMAL CONTROL**

**WOOD WASTE**

601 W. Gulf-Atlantic Hwy.  
330-1345

**REFUSE / STREETS**

410 Grey Street  
330-1343  
330-1353 Fax

**WASTEWATER**

1290 Industrial Drive  
330-1349  
330-1350 Fax

**WATER**

801 E. Huey Street  
330-1346  
330-1347 Fax

December 10, 2009

Nathan Hershkowitz  
16980 Via Tazon, Suite 320  
San Diego, CA 92127

RE: CRW Systems, Inc.  
Contract for TRAKIT

Dear Nathan:

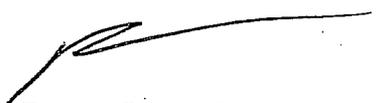
Enclosed you will find one fully executed and dated Agreement for the installation of an automated permit management, project tracking, code enforcement, and/or business license tracking software system and related subsystems. The city has retained the second copy for our files.

We are including with this transmittal two (2) original copies of the "Notice to Proceed". Please sign both and return one of them back to us for our files.

I am also requesting that you submit an invoice in the amount of \$15,000 for the first payment, which is due by December 15<sup>th</sup>, 2009. If you can do this via "email" it will expedite the payment process.

We too are looking forward to getting this started.

Respectfully,

  
Robert Smith, City Manager  
CITY OF WILDWOOD FLORIDA

RS:dtk

c: Joseph Jacobs, City Clerk/Finance Officer

# City of Wildwood

100 N. Main Street  
Wildwood, FL 34785  
352-330-1330

## NOTICE TO PROCEED

TO: Nathan Hershkowitz, Vice President  
Of Business Development  
CRW Systems, Inc.  
16980 Tia Tazon, Suite 320  
San Diego, CA 92127  
1-828-451-3030  
WWW.CRW.COM

Date: December 10, 2009

### Project Name:

Installation of an Automated Permit Management, Project Tracking, Code Enforcement, and/or Business License Tracking Software System, and Related Subsystems (TRAKIT)

You are hereby notified to commence WORK in accordance with the AGREEMENT dated December 10, 2009, and you are to COMPLETE THE WORK as established in the PROJECT SCOPE OF WORK and other guidelines as described within the AGREEMENT.

OWNER: CITY OF WILDWOOD, FLORIDA

  
By: Ed Wolf, Mayor

### ACCEPTANCE OF NOTICE:

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by:

CRW SYSTEMS, INC.

Date: 12-11-09

By:   
(Signature)

Title: PRESIDENT  
(Please Type or Print Name)



## AGREEMENT

### FOR THE INSTALLATION AND USE OF

### PERMIT, PLANNING, AND CODE ENFORCEMENT SOFTWARE

This Agreement is entered into this 10<sup>th</sup> day of December, '09, by and between CITY OF WILDWOOD, FLORIDA, (hereinafter "CLIENT") and CRW SYSTEMS, INC., (hereafter "CRW") for the installation of a permit and code enforcement software, and other services, as specifically provided herein (hereafter referred to as "the Project").

IN CONSIDERATION of the covenants as set forth in this Agreement, CLIENT and CRW agree as follows:

#### A. SCOPE OF SERVICES / SCOPE OF WORK

##### A.1. PROJECT DESCRIPTION:

The Project is more specifically defined as follows: Installation of an automated permit management, project tracking, code enforcement, and/or business license tracking software system, and related subsystems.

##### A.2. AGREEMENT CONTENTS:

This Agreement includes the following Exhibits:

- Exhibit A. Project Scope of Work.
- Exhibit B. Project Milestone and Payment Schedule.
- Exhibit C. Project Cost & Compensation Summary
- Exhibit D. Software License
- Exhibit E. System Acceptance Testing
- Exhibit F. Software Escrow Agreement
- Exhibit G. Insurance Certificate

##### A.3. COMMENCEMENT DATE:

- A.3.1.** The commencement date for the services to be provided by CRW shall be the date upon which CRW is in receipt of all of the following: (a) a fully executed original of this Agreement, (b) written notice to proceed provided by CLIENT. CRW shall not be obligated to perform any work pursuant to the Project, including labor or materials, prior to the commencement date as defined herein.
- A.3.2.** A Scope of Work, with itemized pricing of various items associated with the Project is attached hereto as Exhibits A and B, and incorporated herein by this reference. Subject to CLIENT'S duties and responsibilities provided in Section C, the time periods set forth in Exhibits A and B shall be adhered to. The time periods indicated are provided as a general understanding of the estimated time period in which various Project items will be completed. It is not intended to impose strict deadlines for completion of all or any part of the work.
- A.2.3.** The time schedule provided in Exhibit A, Scope of Work, is based in large part on the assumption that CLIENT will provide all necessary information to CRW in a timely manner in accordance with Section C of this Agreement.

#### B. DUTIES AND RESPONSIBILITIES OF CRW

##### B.1. SCOPE OF WORK:

**B.1.1.** After the commencement date, CRW shall perform the following services:

- (1) Install Permit Management, Code Enforcement, Business License Tracking, and Project Tracking software.



- (2) Provide data conversion of CLIENT'S existing data and incorporate data into CRW system.
- (3) Provide hands-on, Administrator Training, as specifically provided herein.
- (4) Provide on-site, hands-on, User Training, as specifically provided herein.
- (5) Provide remote access support during Annual Maintenance period. CLIENT to provide local workstation with remote connection and appropriate remote access software.

**B.1.2.** CRW shall install software and provide all services in a workmanlike manner in accordance with the Scope of Work, subject to the terms and conditions as stated in the Agreement. Any additional services must be evidenced by a written modification of this Agreement, or change request pursuant to Section C of the Agreement. Services to be provided do not include hardware.

**B.2. MAINTENANCE AND SUPPORT:**

CRW shall provide the following maintenance and support services to CLIENT during the twelve (12) month time period following payment of Annual Maintenance and Technical Support fees. Annual Maintenance and Technical Support fees are waived for the first twelve (12) month period following the Go-Live of software, as defined in Exhibit E.

- B.2.1.** TRAKIT software modifications to correct bugs or errors that are reported to CRW by CLIENT.
- B.2.2.** TRAKIT software updates that are posted from time to time by CRW on web site ([www.crw.com/support/customer\\_support](http://www.crw.com/support/customer_support)). Updates may be downloaded and installed by CLIENT onto CLIENT's network.
- B.2.3.** Technical support via telephone. CRW reserves the right to restrict phone access to CLIENT-designated System Administrators. Toll-free phone access is provided by CRW (888-279-2043).
- B.2.4.** Technical support via web form on CRW web site ([www.crw.com/support](http://www.crw.com/support)).
- B.2.5.** TRAKIT Software enhancement requests may be submitted by CLIENT to CRW. Enhancement requests will be reviewed by CRW and may be incorporated into future releases. CLIENT understands that submittal of enhancement request does not obligate CRW to provide software modification.
- B.2.6.** CLIENT may register for and enroll in CRW training classes for System Administrators or Users. Registration fees may vary from time to time.

**B.3. NOT RESPONSIBLE FOR DAMAGES DUE TO UNFORESEEN DELAYS:**

Neither CLIENT nor CRW shall be responsible for any damages resulting from delays outside of its reasonable control, including, but not limited to, (a) failure of CLIENT to furnish timely information; (b) failure of CLIENT to approve or disapprove of CRW's work, and/or (c) strikes, lockouts, accidents, or acts of GOD.

**C. DUTIES & RESPONSIBILITIES OF CLIENT**

**C.1. INFORMATION TO BE PROVIDED BY CLIENT:**

- C.1.1.** CLIENT will provide all information necessary for CRW to establish the permit software control files, including but not limited to:
  - (1) Current valuation and fee structures
  - (2) Current Permit, Project, License, and Case types designations and categories
  - (3) Examples of all current reports used by the CLIENT relating to permit management.
  - (4) Any exceptions to the typical permit process, or any special permit processing requirements.
- C.1.2.** The CLIENT will provide CRW with access to CLIENT workstations and disk space for installation of the software.
- C.1.3.** The CLIENT will ensure and provide that staff who will be trained in the use of CRW software will have sufficient basic knowledge of permit processing and MS-Windows functions.



**C.2. CLIENT COOPERATION:**

**C.2.1.** CLIENT understands that timely completion of the Project is dependent in significant part upon the timely cooperation of CLIENT in providing information to CRW necessary to complete the project, including, but not limited to: (a) Data obtained from CLIENT'S present system to be incorporated into the new CRW system; and (b) information relative to desired permit forms to be incorporated into the CRW system.

**D. COMPENSATION**

**D.1. CRW COMPENSATION & FEES:**

CLIENT agrees to compensate CRW for professional services rendered under this Agreement in accordance with Exhibit C "Project Cost & Compensation Summary." The compensation specified in Exhibit C does not include any changes to the work as may be requested by CLIENT and incorporated into the project pursuant to a written request by CLIENT as provided in section E of this Agreement.

Sales, Use, Excise, or any State or Local taxes and/or licenses which may apply to this project are the responsibility of CLIENT.

**D.2. TERMS OF COMPENSATION:**

CRW will submit invoices for work performed according to the payment schedule shown in Exhibit B "Project Milestone and Payment Schedule." Project cost is divided into five (5) equal payments, each of which is due and payable upon completion of the preceding milestone step. CLIENT agrees to notify CRW of any disputed invoice within 5 business days of receipt of such invoice. Failure of CLIENT to pay undisputed invoices within 30 days of receipt will subject CLIENT to a late payment fee computed at a periodic rate of 1.0% per month of the amount past due, representing an annual percentage rate of 12%, which late fee shall be applied to any unpaid balance.

**E. CHANGES AND ADDITIONS TO THE WORK**

**E.1. REQUIREMENTS OF WRITTEN CHANGE ORDERS:**

CLIENT may request CRW to perform additional services not covered by the specific Scope of Work as set forth in Exhibit A of this Agreement. Any such requests shall be submitted in writing, and shall be signed by the Client Representative, as identified in I1.1 of this Agreement, and an authorized representative of CRW. Such signed requests shall include (a) a description of the additional services to be performed, and (b) the agreed upon price for such services. Any such requests signed by the Client Representative, or other authorized agent of CLIENT, shall be deemed authorized by CLIENT and shall bind CLIENT to its terms.

**E.2. PAYMENT FOR ADDITIONAL WORK:**

Any such additional work performed by CRW shall be added to the contract price and billed in accordance with the "Project Cost Summary" as outlined in Exhibit D of this Agreement. CRW will not commence any additional services for the CLIENT until written authorization has been given by CLIENT and approved by CRW, as provided above.

**F. INDEMNIFICATION AND INSURANCE**

**F.1. INDEMNIFICATION:**

**F.1.1.** CRW shall indemnify, defend and hold harmless CLIENT from and against any claims, based upon infringement of any United States copyright trademark or patent by the Software. CLIENT agrees to notify CRW of any such claim promptly in writing. CLIENT agrees to cooperate fully with CRW during such proceedings. CRW shall defend at its sole expense all proceedings arising out of the foregoing.



In the event of such infringement, CRW may replace, in whole or in part, Software with a substantially compatible and functionally equivalent computer program or modify Software to avoid the infringement.

**F.2. INSURANCE:**

CRW, shall at CRW's own expense, purchase, maintain and keep in force during the term of this Agreement (unless otherwise stated below) such insurance as set forth below. All insurance policies provided under this Agreement shall be written on an "occurrence" basis. The insurance requirements shall remain in effect throughout the term of this Agreement.

- F.2.1.** Worker's Compensation as required by law, Employers Liability Insurance of not less than \$100,000.00 for each accident, \$100,000.00 disease-each employee, \$500,000.00 disease-policy limit.
- F.2.2.** Commercial General Liability Insurance - \$1,000,000.00 Limit
- F.2.3.** Professional Liability Insurance - \$1,000,000.00 Limit. Professional Liability insurance will be in force for twelve (12) months from commencement date. Professional Liability insurance shall apply to services performed by CRW staff only. Professional Liability insurance shall not apply to third-party services or services of subcontractors.
- F.2.4.** All policies are to be written through companies duly approved to transact that class of insurance in the State of Florida.
- F.2.5.** Insurance is to be placed with carriers with a Best rating of A:VII or better.
- F.2.6.** CRW hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against CLIENT, it being the intention that the insurance policies shall protect all parties to the Contract and be primary coverage for all losses covered by the policies

**F.3. PROOF OF INSURANCE:**

Exhibit G contains a Certificate of Insurance for Items F.2 above as proof that said insurance is in full force as of the date of this Agreement. Additionally, CRW shall deliver to CLIENT an updated Certificate of Insurance for Items F.2 with every invoice submitted during the term of this Agreement.

CLIENT, its officers and agents, shall be endorsed as an additional insured under CRW's General Liability Insurance.

CRW will not modify or cancel its General Liability Insurance without written notification and approval from the CLIENT.

**G. TERMINATION**

**G.1. TERMINATION OF AGREEMENT**

- G.1.1.** This Agreement may be terminated by CLIENT at any time, with or without cause, upon written notice to CRW. Notwithstanding the date of such notice, termination shall be effective upon receipt by CRW of such notice of termination. In the event of termination by CLIENT, CLIENT shall pay CRW for all services and materials provided to CLIENT pursuant to this Agreement up to and including the date of receipt by CRW of notice of termination.
- G.1.2.** In the event CLIENT terminates this Agreement, the CLIENT agrees to immediately return all source code or other materials provided to CLIENT by CRW, and to destroy, erase, and purge all software provided by CRW from any and all CLIENT computers.
- G.1.3.** Within 30 days of termination CLIENT agrees to provide CRW with written confirmation that all CRW software has been destroyed. Within its sole discretion, and upon reasonable notice to CLIENT, CRW



shall have the right to verify that CRW software has in fact been removed or destroyed by personal inspection of CLIENT computers.

**G.1.4.** Any use by CLIENT of any CRW software after termination of this agreement by CLIENT without the express written authorization of CRW shall be a breach of this agreement and subject CLIENT to substantial damages.

**H. OWNERSHIP OF DOCUMENTS**

**H.1. OWNERSHIP OF DOCUMENTS:**

**H.1.1.** All plans, specifications, reports, and other design documents prepared by CRW pursuant to this Agreement shall become property of CLIENT only after completion of the Project.

**H.1.2.** All source code for computer programs or modifications to programs, which are produced pursuant to this Agreement shall be deemed, and remain, the intellectual property of CRW and are protected under the copyright, patent, or other laws, of the United States as well as other jurisdictions where such programs are being used.

**H.1.3.** CLIENT agrees to respect CRW's purported ownership of any such proprietary rights which may exist, including patent, copyright, trade secret, trademark and other proprietary rights, in and to Software and any corrections, bug fixes, enhancements, updates or other modifications, including custom modifications, to Software, whether made by CRW or any third party. Under no circumstances shall CLIENT sell, license, publish, display, distribute or otherwise transfer to a third party Software or any copy thereof, in whole or in part, without CRW 's prior written consent.

**H.2. SOURCE CODE ESCROW:**

**H.2.1.** CRW shall maintain a software escrow account, as described in Exhibit F. A copy of the latest source code for the software being installed by CRW pursuant to this Agreement shall be deposited in this escrow account.

**H.2.2.** CRW will pay the entire cost of this source code escrow account.

**H.2.3.** CLIENT will be registered as a Registered Beneficiary of the Software Escrow Agreement, as defined in Exhibit F.

**I. COMMUNICATION THROUGH CLIENT / CRW DESIGNATED REPRESENTATIVES**

All communication relating to project status shall be exchanged between a designated representative of the CLIENT and a designated representative of CRW as identified below.

**I.1. DESIGNATED CONTRACT REPRESENTATIVES:**

**I.1.1.** The designated representative of CLIENT and CRW Systems is as follows:

CLIENT	CRW
Robert Smith City Manager, City of Wildwood 100 N Main Street Wildwood, FL 34785 Phone: (352) 330-1330 x111 Facsimile: (352) 330-1338 Email: rsmith-wildwood@cfl.rr.com	Christopher R. Wuerz, P.E. President, CRW Systems, Inc. 16980 Via Tazon, Suite 320 San Diego, CA 92127 Phone: (858) 451-3030 Facsimile: (858) 451-3870 Email: chris@crw.com

**I.1.2.** If the designated representative or address of either party changes during the term of this Agreement, a written notice shall be given to the other party prior to the effective date of change.



**I.2 DESIGNATED SYSTEM ADMINISTRATOR:**

- I.2.1.** The CLIENT Representative shall identify and designate System Administrators. All communication related to day-to-day operations of the system, including system maintenance, systems problems and/or troubleshooting, shall be made to CRW only through either the designated representative of CLIENT as identified in I.1.1 above, or the System Administrators as identified below.
- I.2.2.** The System Administrators shall participate in all training sessions conducted by CRW as required by this Agreement, and shall become fully knowledgeable and competent to use all aspects of the system software. (It is highly recommended that the designated System Administrators be someone with experience and competence with personal computers.)
- I.2.3.** The System Administrator for CLIENT is designated as follows:  
  
Name:     TBD

**J. MISCELLANEOUS GENERAL PROVISIONS**

**J.1. LICENSES:**

CRW shall obtain and maintain all business licenses as may be required by law.

**J.2. STATUS OF CRW AS CONSULTANT:**

Throughout the term of this Agreement, CRW, its employees, subcontractors, consultants, and agents shall be considered as an independent contractor(s). Nothing in this Agreement shall be interpreted to imply an employee-employer relationship between CLIENT and CRW.

**J.3. MEDIATION OF DISPUTES:**

Prior to the commencement of any litigation arising out of this Agreement, both CRW and CLIENT agree to participate in good faith in non-binding mediation of any dispute or claim, which remains unresolved after informal discussions. Both CRW and CLIENT shall negotiate in good faith to select a qualified mediator.

**J.4. ATTORNEY'S FEES:**

In the event that any legal proceeding is instituted by either CRW or CLIENT to enforce the terms of this Agreement or to determine the rights of CRW or CLIENT, the prevailing party in said legal proceeding shall be entitled to recover its reasonable costs and attorney's fees.

**J.5. APPLICABLE LAW:**

This Agreement, its interpretation and all work performed thereunder shall be governed by the laws of the State of Florida. Venue for the enforcement of this agreement shall lie exclusively in Sumter County, Florida.

All claims, disputes, and other matters in question arising out of, or relating to, this agreement or the breach thereof shall be resolved in the Court of Sumter County, Florida, and all parties hereto specifically waive any "venue privilege" they may have in any other jurisdiction.

**J.6. BINDING ON SUCCESSORS:**

All the terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

**J.7. DUE AUTHORITY:**

CLIENT represents and warrants that the person executing this Agreement on behalf of CLIENT is an agent of CLIENT and has full and complete authority to execute this Agreement and enter into the terms and covenants provided herein, and has been designated by CLIENT to execute this Agreement on behalf of CLIENT.

CRW represents and warrants that the person executing this Agreement on behalf of CRW is an agent of CRW and has full and complete authority to execute this Agreement and enter into the terms and covenants provided herein, and have been designated by CRW to execute this Agreement on behalf of CRW.

**J.8. WARRANTY ON TITLE:**

CRW warrants that it has good title and all proprietary rights to the Software to enable it to license its use to CLIENT free of any proprietary rights of any other party or any other encumbrance.

**J.9. APPLICATION SOFTWARE WARRANTY:**

CRW warrants that its Software will perform in the manner described in the Agreement documents. This Warranty shall commence upon date of acceptance by CLIENT as defined by Exhibit E attached hereto.

**J.10 SERVICES WARRANTY:**

CRW warrants that the services provided hereunder shall be executed in a correct and competent manner consistent with the professional standards of the industry. Any error or defect in the services provided hereunder shall be corrected by CRW at no additional cost to the CLIENT.

**J.11. ENTIRE AGREEMENT:**

This Agreement contains the entire understanding and agreement between CRW and CLIENT. Any prior agreements, promises, proposals, negotiations or representations—oral or written—not expressly set forth herein shall be of no force or effect. In the event of a conflict between the terms and conditions of this Agreement and any document incorporated by reference, the terms and conditions of this Agreement shall prevail. This Agreement may be modified or amended only by written agreement signed by both CRW and the CLIENT.

**J.12. AGREEMENT AS OFFER:**

This Agreement shall be valid only if it is signed by both CLIENT and CRW, and a signed original has been received by both parties on or before December 15, 2009.

CITY OF WILDWOOD  
Wildwood, Florida

CRW SYSTEMS, INC.  
San Diego, California

Dated: 12-10-09

Dated: 12-8-2009

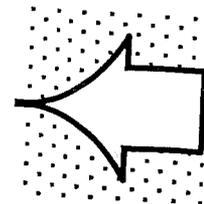
By: [Signature]  
Ed Wolf  
Mayor

By: [Signature]  
Christopher R. Wuerz, President  
CRW Systems, Inc.

Attest: [Signature]  
Joseph Jacobs, City Clerk

Dated: 12-10-09

By: [Signature]  
Robert Smith  
City Manager





## EXHIBIT A

### PROJECT SCOPE OF WORK

Upon receipt of a written Notice to Proceed from CLIENT, CRW shall perform the following services:

**A. On-Site attendance and participation in project meetings.**

Meetings: Project kick-off meeting; software installation; database installation; project implementation meetings.

On Site Days: CLIENT changes to scheduled travel days within 14 days of project schedule may incur increased travel expenses.

**B. Deliver computer software (TRAKIT) and database structures for SQL/Server database.**

Deliverable: CD containing computer software; installation instructions; services to install software on CLIENT network and up to three workstations; services to train CLIENT IT staff for installation of remaining CLIENT workstations; services to install SQL/Server database and tables.

**B.1. Provide eTRAKIT modules for web-based permit processing.**

Deliverable: ASP and HTML pages (source code) to provide the following functions:

- (1) Purchase & print permits
- (2) Request inspections
- (3) Review inspection status and comments
- (4) Show plan status
- (5) Search general license information
- (6) Assign appropriate inspectors
- (7) Create user logins
- (8) Inspector login to change/input results

**C. Provide data conversion services.**

Deliverable: Electronic transfer (via FTP or email) of converted database; services to develop conversion software for translation; services to perform data conversion; services to install converted data; services to investigate and correct any errors uncovered during conversion balancing and/or system testing.

Applies to: Permits and inspections, planning projects, and Sumter County land record details.

CLIENT will provide to CRW all tables and files that are necessary for historical data conversion. CLIENT agrees to provide all necessary files and data to CRW within thirty (30) days of project commencement date.

**D. Provide software training.**

Deliverable: Provide System Administrator training for up to one (1) CLIENT staff during scheduled training at CRW designated facilities.

Deliverable: Provide Report Writing training for up to one (1) CLIENT staff during scheduled training at CRW designated facilities.

Deliverable: Conduct three (3) days of on-site, hands-on System Acceptance training at CLIENT office. Class size is limited to eight (8) students per day.

Deliverable: Conduct four (4) days of on-site, hands-on End User training at CLIENT office. Class size is limited to eight (8) students per day.



CRW to provide workstations (laptops) and networked server for all on-site classes. CLIENT to provide classroom space at CLIENT facilities.

**E. Provide Project Implementation services.**

Deliverable: Develop up to three (3) custom forms, and up to one (1) custom reports, as directed by CLIENT staff; provide standard Valuation tables; develop custom valuations and fee formulas as directed by CLIENT staff, using information provided by CLIENT.

Deliverable: Installation of permit forms, fee tables and valuations tables in TRAKIT database.

Deliverable: Data import specification (using standard TRAKIT import function) for monthly updates of assessor records.

CLIENT to provide information regarding fee formulas, usage, permit and business license forms.

CLIENT agrees to provide all necessary custom report and custom form definitions to CRW within thirty (30) days of project commencement date.

**F. Provide Twelve (12) months technical support and software updates/upgrades.**

Applies to: TRAKIT software. Time period for no-charge technical support to begin upon completion of System Acceptance, as defined in Exhibit E.

**EXHIBIT B**

**PROJECT MILESTONE AND PAYMENT SCHEDULE**

<b>Task Item</b>	<b>CLIENT Responsibilities</b>	<b>CRW Responsibilities</b>	<b>Projected Target Date</b>
<b>1. Contract Execution and Notice to Proceed.</b>	CLIENT signs contract; CLIENT provides Notice to Proceed.	CRW signs final contract.	December 15, 2009
<b>2. First Payment Due: \$15,000.00</b>	CLIENT provides 1 <sup>st</sup> payment.		December 15, 2009
<b>3. Review Project Milestone Dates and Kick-Off Workbook delivered.</b>	CLIENT reviews and sets Project Milestone dates with CRW	CRW reviews and sets Project Milestone dates with CLIENT; CRW delivers electronic copies of Project Workbook	December 2009
<b>4. Confirm hardware and required systems in place.</b>	CLIENT provides confirmation that all required hardware, servers, database systems, and related components are ready.	CRW reviews hardware specifications with CLIENT; CRW installs and confirms GoToMyPC remote access.	December 2009
<b>5. Project Commencement / Kick-Off Meeting.</b>	CLIENT attends and participates in Kick-Off Meeting; CLIENT prepares first extract of data to be converted.	CRW attends and conducts Kick-Off meeting; CRW installs TRAKIT software on CLIENT server and delivers MobileTRAK and eTRAKIT software.	January 2010
<b>6. Source Data List Due</b>	CLIENT submits list of all sources of data to be converted; including file type, name, format, and approx. number of records.	CRW reviews source data with CLIENT.	January 2010
<b>7. Business Process Review Meeting.</b>	CLIENT provides information and participates in preliminary business process discussion.	CRW assists the CLIENT in completion of the Project Workbook and identifies process adaptation.	January 2010
<b>8. Screenshots of Existing Software</b>	CLIENT provides subset of source data and screenshots of existing software that relate to the data conversion process.	CRW reviews screenshots and begins mapping of data; CRW prepares data mapping document to submit to Client.	January 2010
<b>9. Workbook / Data Collection Meeting.</b>	CLIENT provides completed Workbooks and copies of needed forms/reports; CLIENT attends department meetings to offer insight into CLIENT workflow; CLIENT provides complete set of source data for conversion.	CRW will collect CLIENT responses to Workbooks; CRW conducts Department meetings to ensure understanding of responses and discuss procedural needs; CRW reviews data to convert with CLIENT.	February 2010
<b>10. Data Mapping Signoff</b>	CLIENT approves data mapping document after a review with CRW's data conversion specialist.	CRW to provide data mapping documents, layouts, and explanations.	February 2010
<b>11. CRW System Configuration.</b>	CLIENT participates and provides additional information as needed by CRW.	CRW configures system according to workbook responses and meeting discussion; CRW converts historical	February - March 2010

3. NEW BUSINESS-ACTION REQUIRED  
 e. Contracts and Agreements  
 1. Contract amendment with CRW Systems - revision of payment schedule only



**EXHIBIT C**

**PROJECT COST SUMMARY**

<b>A. Software &amp; Licensing Fees</b>			
PermitTRAK	\$	7,500	- module
ProjectTRAK	\$	7,500	- module
CodeTRAK	\$	7,500	- module
eTRAKIT	\$	15,000	- module
End-User Licensing (concurrent)	\$	14,000	- 7 users
<b>Sub-total:</b>			<b>\$ 51,500</b>
<b>B. Implementation &amp; Project Management</b>			
System Configuration	\$	5,250	- 7 class. types
Control Table Setup	\$	10,000	
eTRAKIT Configuration	\$	5,000	
Kick-off Meeting	\$	2,500	- 1 days
Business Process Review (BPR Meeting)	\$	2,500	- 1 day
Project Meetings (on-site)	\$	7,500	- 3 days
CRW Go-Live Support	\$	5,000	- 2 days
<b>Sub-total:</b>			<b>\$ 37,750</b>
<b>C. Data Conversion</b>			
Assessor batch script update	\$	6,000	- Sumter County
Permits & Inspections	\$	1,500	- MS Excel
Planning	\$	1,000	- MS Excel
<b>Sub-total:</b>			<b>\$ 4,000</b>
<b>D. Training Services</b>			
End User Training	\$	10,000	- 4 days
System Acceptance Training	\$	7,500	- 3 days
System Administrator Training – offsite location	\$	750	- 1 seats
Report Writing Training – offsite location	\$	750	- 1 seats
<b>Sub-total:</b>			<b>\$ 19,000</b>
<b>E. Travel &amp; Expenses</b>			
			<b>\$ 5,600</b>
<b>F. Contingencies / Customizations</b>			
Custom Reports	\$	1,500	- 1 reports
Custom Forms	\$	4,500	- 3 forms
<b>Sub-total:</b>			<b>\$ 6,000</b>
<b>G. Discounts</b>			
More than 5 users	(\$	2,500)	
Sumter County Discount	(\$	20,000)	
<b>Sub-total:</b>			<b>(\$ 22,500)</b>
<b>Total of TRAKIT Installation:</b>			<b>\$ 101,350</b>

**PROJECT COMPENSATION SUMMARY**

**Contract**

Total Contract	\$	101,350
1st Payment due at Contract Execution	\$	(15,000)
Risk Fee - 25%	\$	21,590
<b>Total</b>	\$	<b>107,940</b>
<b>Annual Maintenance (increases 5% every 2 yrs)</b>		
Year 1	\$	-
Year 2	\$	10,300
Year 3	\$	10,300
Year 4	\$	10,815
Year 5	\$	10,815
Year 6	\$	11,356
Year 7	\$	11,356
Year 8	\$	11,924
Year 9	\$	11,924
Year 10	\$	12,520
<b>10 Year Maintenance Total</b>	\$	<b>101,308</b>
<b>10 Year Grand Total Project Compensation</b>	\$	<b>209,248</b>

**Terms & Conditions**

1. First payment of \$15,000 is due upon the execution of the contract.
2. Beginning at TRAKIT system "Go Live," quarterly invoices will be submitted by CRW in the amount of the collected "Technology Fee" (5% Technology Fee adopted November 2009).
3. The City, at its sole discretion, may retire the project cost at the end of Years 2, 4, 6, or 8 as highlighted above. If the City chooses to pay-off the contract early, then full payment will be considered the total remaining contract price, along with any current years of annual maintenance. This amount will be deducted from the current amount paid by the "Technology Fee" year-to-date.
4. Payments to CRW from the "Technology Fee" will be quarterly, beginning upon go-live, based on permit activity as determined from your TRAKIT database. CLIENT agrees to give CRW full access to TRAKIT's database so that the production of fee reports can be determined for billing purposes.
5. This assumes a consistent "Technology Fee" percentage of 5%, as adopted November 2009. If for any reason the "Technology Fee" is increased, decreased, or eliminated, the parties agree to negotiate a new compensation arrangement in good faith, subject to the CLIENT'S right to terminate this Agreement; however, all payments up until the date of termination will be considered due.
6. At such time as the total amount paid to CRW equals the "Grand Total Project Compensation," or at such earlier time as the project costs are retired in accordance with this Agreement, then the project cost will be considered retired.
7. At the end of the contracted period, the CLIENT will have a perpetual license of TRAKIT in accordance with Exhibit D.
8. Should additional licenses, modules, project management, or training be purchased in subsequent years, then full payment for these additional licenses, modules, or services will be due at time of purchase.

## EXHIBIT D

### SOFTWARE LICENSE AGREEMENT

This perpetual License Agreement for the use of "Community Development Software" (Software) developed and marketed by CRW is granted to CLIENT by CRW as of the date of this Agreement.

#### **SUMMARY OF LICENSE TERMS**

1. Software is marketed by CRW under the title of "TRAKIT".
2. Software provided to the CLIENT under this License allows the CLIENT to perpetually use, not own, the software.
3. Software is provided to the CLIENT as a multi-user, concurrent access license. The designated number of concurrent Users/Administrators/Observers for this license is seven (7). CLIENT is permitted to install Software on any and all workstations owned or controlled by the CLIENT. Software will allow a designated number of concurrent users to access the databases maintained by Software. Users attempting to access the system databases with Software after the designated number of concurrent users is logged on will be prohibited from logging on.
4. This software license shall not be sub-licensed, re-sold, assigned, transferred or otherwise distributed by the CLIENT to any other person, company or organization without the written authorization of CRW.
5. This Software, including any and all modifications, upgrades and bug fixes, is protected by the copyright laws of the United States and international copyright treaties. Unauthorized copying of the Software, including software that has been modified, merged or included with the Software, or the associated written materials (the "Documentation") is expressly forbidden. CLIENT may not remove, obscure, or alter any notice of patent, copyright, trademarks, trade secret or other proprietary rights in the Software. The Title, ownership rights, and intellectual property rights in and to this Software shall remain with CRW.
6. CRW has made reasonable checks of the Software to confirm that it will perform in normal use on compatible equipment substantially as described in the specifications for the Software. However, due to the inherent nature of computer software, neither CRW nor any individuals involved in the development or installation of the Software warrant that the Software or the Documentation is completely error free, will operate without interruption, is compatible with all equipment and software configurations, or will otherwise meet your needs.
7. CRW warrants that it has good title and all proprietary rights to the Software to enable it to license its use to CLIENT free of any proprietary rights of any other party or any other encumbrance.
8. CRW warrants that its Software will perform in the manner described in the Agreement documents including CRW's Response to the CLIENT's RFP, hereby incorporated by reference as if fully contained herein and any other written user documentation for the version installed.
9. This Warranty shall commence upon date of acceptance by CLIENT as defined by Exhibit F attached hereto.
10. Neither CRW nor any of the people or companies involved in providing this license to the CLIENT may be held liable for any incidental or consequential damages caused by failures or faults of the software or its functions.
11. CRW's sole responsibilities with respect to error corrections will be to correct any defects or errors in the Software or its functions, which are brought to the attention of CRW by the CLIENT.
12. This License Agreement will remain in effect until CLIENT returns Software to CRW, or until CLIENT destroys Software.

**EXHIBIT E**

**SYSTEM ACCEPTANCE TESTING**

1. CLIENT shall commence System Acceptance tests upon written notification from CRW that system software and database conversion has been installed and is ready for System Acceptance testing. Testing shall be conducted at CLIENT site, using CLIENT computer hardware. CLIENT staff will conduct all System Acceptance Testing.
2. CLIENT shall be allowed a period of thirty (30) business days for System Acceptance Testing, beginning from the date of notification as provided in paragraph 1 above, and continuing, and completed, as provided in paragraphs 3 and 4 below. CLIENT shall immediately advise CRW, in writing, of any error, or perceived error, discovered at any time during the testing period.
3. Upon delivery of written notification from CLIENT to CRW of a software system or database conversion error, or other problem, has occurred, CRW shall have ten (10) business days to address and correct such error so as to render the system operable. CRW shall provide written notice to CLIENT that the error has been corrected. During the time period between notification of any error until to such time that CRW advises CLIENT of correction of such error the thirty (30) day System Acceptance test period shall be suspended. The thirty (30) day System Acceptance test period shall resume upon notice by CRW that the previously noticed errors have been corrected and once the corrections have been made available to the CLIENT.
4. CRW shall provide written notice to CLIENT when the thirty (30) day System Acceptance test period has expired. Thereafter, CLIENT shall have five (5) business days to provide CRW with written notice of any remaining errors or problems. ACCEPTANCE SHALL BE DEEMED TO HAVE OCCURRED AT THE LATEST OF THE FOLLOWING DATES: (a) THE DATE WRITTEN NOTICE IS PROVIDED BY CRW TO CLIENT THAT THE FINAL PROBLEMS IDENTIFIED BY CLIENT PURSUANT TO THIS SECTION HAVE BEEN CORRECTED, OR (b) THE DATE OF NOTICE BY CRW TO CLIENT INDICATING THAT THE ACCEPTANCE TESTING PERIOD HAS EXPIRED.
5. CLIENT may begin using the software for productive use following completion of the System Acceptance tests. "Productive Use" shall include the issuance of any building permits, inspections and/or fee collection from the general public.
6. CLIENT may not begin to use the software for productive use prior to completion of the System Acceptance tests. If CLIENT begins using software for productive use prior to completion of the System Acceptance test, then the system acceptance test will be deemed completed and satisfactory.



**EXHIBIT F**

**SOFTWARE ESCROW AGREEMENT**

Date of Agreement: November 21, 2003	Escrow No. 5794-MB
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EscrowTech:	EscrowTech International, Inc. C7 Data Center Building 333 South 520 West, Suite 230 Lindon, UT 84042	Tel.: (801) 852-8202 Fax: (801) 852-8203
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Owner:	CRW Systems, Inc. 16980 Via Tazon, Suite 320 San Diego, CA 92127	Tel.: (858) 451-3030 Fax: (858) 451-3870
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1. **Software and Establishment of Escrow.** Owner owns, or has the right to license or distribute, the "Software" identified in Exhibit A. By this Agreement, Owner establishes an escrow of "Deposit Materials" (see Exhibit A) for the Software (the "Escrow").
2. **Beneficiaries.** Each licensee of the Software who registers under Section 3 shall be a "Beneficiary."
3. **Registration.** To register a licensee as a Beneficiary with EscrowTech:
  - (a) Owner and the licensee will complete and execute EscrowTech's then-current Beneficiary Registration Form.
  - (b) The completed and executed Beneficiary Registration Form will be submitted to EscrowTech.
  - (c) EscrowTech will give written notice to Owner and the licensee of receipt of the Beneficiary Registration Form.
4. **Deposit Materials.** Owner shall deposit the "Deposit Materials" (including "Updates") into the Escrow by delivering to EscrowTech the Deposit Materials described in Exhibit A. Owner warrants that it has the right to provide the Deposit Materials to EscrowTech for the purposes of this Agreement and shall indemnify EscrowTech against, and hold it harmless from, any claim to the contrary by a third party.
5. **Encryption and Reproduction.** Owner warrants that none of the Deposit Materials will be encrypted or password protected and that all of the Deposit Materials will be in a readable and useable form (for purposes of the Permitted Use - see Section 14) and will be readily reproducible by EscrowTech for copying as needed under this Agreement (see, e.g., Section 13). Exception: If Deposit Materials are transmitted electronically to EscrowTech via FTP or other electronic transmission method accepted by EscrowTech, then such Deposit Materials may be in an encrypted format that is acceptable to EscrowTech and that can be decrypted by EscrowTech and stored in an unencrypted format on physical media (e.g., a CD ROM). It is Owner's responsibility to provide any decryption tools/keys, passwords, and information needed for decryption. It is not EscrowTech's responsibility to discover if any of the Deposit Materials are encrypted or password protected or to provide decryption tools/keys, passwords or information needed for decryption.
6. **Updates.** Owner shall update the Escrow by delivering to EscrowTech Updated Deposit Materials ("Updates") as described in Exhibit A. Updates shall be part of the "Deposit Materials."
7. **Deposit Procedure.** Deposit Materials shall be delivered by Owner to EscrowTech in accordance with EscrowTech's then-current deposit procedures. Duplicate copies (i.e., two sets) of all Deposit Materials in reliable storage media should be delivered by Owner, but EscrowTech is not responsible if Owner fails to comply with this.
  - (a) **Deposit Inventory Form.** Owner will submit with the Deposit Materials a completed Deposit Inventory Form. Such Deposit Inventory Form shall be a representation by Owner to each

**3. NEW BUSINESS-ACTION REQUIRED**

**e. Contracts and Agreements**



1. Contract amendment with CRW Systems – revision of payment schedule only

- Beneficiary and EscrowTech that the Deposit Materials conform to the descriptions and identifications in the Deposit Inventory Form.
- (b) **Confirmation.** To confirm receipt of the Deposit Materials, EscrowTech will mail or otherwise deliver a copy of the Deposit Inventory Form to Owner and each Beneficiary.
  - (c) **Deficiency.** If a Beneficiary believes that the Deposit Materials, as identified in the Deposit Inventory Form, are deficient (e.g., incomplete or inadequate) or if there is some other problem, then the Beneficiary shall notify Owner and resolve the matter with Owner. It is Owner's responsibility to deposit all required Deposit Materials.
  - (d) **Reproducible.** It is Owner's responsibility to ensure that the Deposit Materials provided by Owner (including, without limitation those on any electronic media - e.g., CD-ROMs, magnetic tapes, etc.) are provided in a reproducible form.
  - (e) **Verification.** EscrowTech is not responsible for verifying the completeness, accuracy, suitability, state, format, safety, quality, or content of the Deposit Materials. However, at the request of any Beneficiary or Beneficiaries, EscrowTech may conduct technical verifications of Deposit Materials for such Beneficiary or Beneficiaries in accordance with a Technical Verification Addendum to this Agreement. The requesting Beneficiary or Beneficiaries must pay EscrowTech's then-current fees plus expenses for the technical verifications.
  - (f) **Designated Beneficiary Option.** If certain Deposit Materials apply only to one Beneficiary (e.g., the Software is customized for a given Beneficiary), then Owner has the option of depositing such Deposit Materials only for that Beneficiary. In making a given deposit of Deposit Materials, Owner may designate the Beneficiary in the Deposit Inventory Form. Only the designated Beneficiary will have escrow rights (and potentially release rights) with respect to these Deposit Materials. Except for this restriction, the other terms and conditions of this Agreement shall apply thereto. It is the responsibility of Owner to clearly

indicate the designated Beneficiary. Owner may designate more than one Beneficiary, and in such case each of the designated Beneficiaries will be a designated Beneficiary as described above. The Beneficiary Fee for each designated Beneficiary will be increased as provided in Exhibit B.

- 8. **Replacement of Obsolete Deposit Materials.** Owner may identify for EscrowTech any Deposit Materials which become obsolete, outdated or redundant and instruct EscrowTech to destroy or return the identified Deposit Materials. Such identification shall be made in writing and must be consistent with the labeling and identification used by Owner when the Deposit Materials were delivered to EscrowTech or be otherwise understandable to EscrowTech. The instructions to EscrowTech must be accompanied by written permission from each affected Beneficiary for EscrowTech to destroy or return the identified Deposit Materials in accordance with Owner's instructions. The "Deposit Materials" shall cease to include any destroyed or returned Deposit Materials.
- 9. **License Agreement.** Owner and each Beneficiary have entered into one or more agreements identified in the Beneficiary's Registration Form that relate to the Software. For that Beneficiary, such agreement(s) is (are) referred to herein as the "License Agreement." This Software Escrow Agreement is "supplementary" to the License Agreement within the meaning of Section 365(n) of the U.S. Bankruptcy Code (11 U.S.C. 365(n)). If this Agreement and/or the License Agreement are/is rejected by Owner as a debtor in possession or a trustee or by any other person or entity under the U.S. Bankruptcy Code, then the Beneficiary may elect to retain its rights as provided in Section 365(n). The Parties intend that no bankruptcy or bankruptcy proceeding, petition, law or regulation (and no other proceeding, petition, law or regulation of a similar nature in any state or foreign jurisdiction) will impede, delay or prevent the release of Deposit Materials to a Beneficiary in accordance with the provisions of this Agreement, and Owner hereby conveys and licenses to EscrowTech such rights (including intellectual property rights) as are necessary to allow EscrowTech to lawfully make such release and perform this Agreement. This license is granted as of the date of this Agreement and shall predate any bankruptcy petition subsequent to such date.



10. **Embodiments of Intellectual Property.** The Parties agree that the Deposit Materials are an “embodiment” of “intellectual property” as those terms are used in Section 365(n) of the U.S. Bankruptcy Code (11 U.S.C. 365(n)). The tangible Deposit Materials and any copies thereof made by EscrowTech in accordance with this Agreement are owned by EscrowTech, but such ownership does not include ownership of any copyrights or other intellectual property in or to the Deposit Materials.

11. **Release of Deposit Materials - Request of Beneficiary.** A Beneficiary will be entitled to receive the Deposit Materials if the “Release Condition” described in the applicable Beneficiary Registration Form occurs. The following release procedure shall apply:

- (a) **Notice to EscrowTech.** The Beneficiary shall give written notice to EscrowTech informing EscrowTech that the Release Condition has occurred, and shall request EscrowTech in writing to release the Deposit Materials to Beneficiary.
- (b) **Notice to Owner.** EscrowTech shall then promptly send written notice to Owner of the Beneficiary’s notice and request for release. Such notice will be sent by a “next day” or “overnight” or “priority” or “express” delivery service (e.g., Federal Express, UPS, U.S. Express Mail, etc.) or will be delivered personally.
- (c) **Release and Waiting Period.** Unless there is a timely dispute or objection as provided in Section 11 (d) below, EscrowTech shall release the Deposit Materials to the Beneficiary promptly after expiration of the Waiting Period. The “Waiting Period” shall be two weeks, beginning on the date that the notice is sent by EscrowTech to Owner.
- (d) **Dispute.** If Owner disputes the Beneficiary’s right to the Deposit Materials or otherwise objects to their release, then Owner must give written notice of such dispute or objection to EscrowTech prior to the conclusion of the Waiting Period. If EscrowTech receives such timely notice of dispute or objection, EscrowTech will not release the Deposit Materials to the Beneficiary until the dispute is resolved by Owner and the Beneficiary in accordance with Section 19 or by court order.

Such resolution will determine whether or not the Beneficiary is entitled to receive the Deposit Materials. EscrowTech has no obligation to determine whether or not the Beneficiary is entitled to the Deposit Materials.

(e) **Partial Release.** If Owner believes that the Beneficiary is entitled to a release of only a portion of the Deposit Materials (e.g., Deposit Materials corresponding to unlicensed versions - see (f) below), it is the responsibility of Owner to indicate this in a written notice to EscrowTech and to clearly identify in such notice the portion of the Deposit Materials that should be released to the Beneficiary and what should not be released. This notice must be given promptly and must be received by EscrowTech within the above Waiting Period. If the Beneficiary believes that it is entitled to more than said portion of the Deposit Materials, then this dispute shall be resolved in accordance with Section 19.

(f) **Unlicensed Versions.** A Beneficiary is not entitled to receive Deposit Materials corresponding to Software versions not licensed or provided by Owner to Beneficiary. [For example, if the Deposit Materials correspond to versions 1.0, 2.0, 2.1 and 3.0 of the Software, but only versions 2.0 and 2.1 are licensed to the Beneficiary, then the Beneficiary is only entitled to a release of the Deposit Materials corresponding to versions 2.0 and 2.1.] If applicable, it is the responsibility of Owner under (e) above to inform EscrowTech of the specific Deposit Materials which should not be released to the Beneficiary. In the absence of such information, EscrowTech may release all of the Deposit Materials in the Escrow or all of the Deposit Materials requested by the Beneficiary under (a) above.

12. **Release of Deposit Materials - Owner’s Instruction.** Upon receipt of notice and instruction from Owner and the receipt of the Release Fee, EscrowTech shall release the Deposit Materials to the Beneficiary designated in the instruction.

13. **Copies.** Because there are multiple Beneficiaries under this Escrow, any Deposit

Materials released to Beneficiaries under this Agreement may be in the form of copies of the Deposit Materials. EscrowTech may copy the Deposit Materials for the purposes of this Agreement. Such copies shall be considered Deposit Materials for the purposes of this Agreement.

14. **Use of Released Deposit Materials.** Deposit Materials released to a Beneficiary under this Agreement may only be used by the Beneficiary as permitted in its Beneficiary Registration Form ("Permitted Use"). Owner hereby licenses the Beneficiary to practice the Permitted Use. Although Beneficiary is not entitled to receive any Deposit Materials until after a release under this Agreement, this Permitted Use license is granted as of the date the applicable Beneficiary Registration Form is first signed by Beneficiary or Owner and shall predate any bankruptcy petition subsequent to such date. If this Agreement and/or the License Agreement are/is rejected by Owner as a debtor in possession or by a trustee or by any other person or entity under the U.S. Bankruptcy Code, then the Beneficiary may elect to retain this Permitted Use license as part of the rights it may retain in accordance with Section 365(n) of the U.S. Bankruptcy Code. This shall not negate, prejudice or limit any other rights which the Beneficiary may have.

15. **Fees.** EscrowTech shall receive the following fees and payments:

- (a) **Annual Fee.** Beginning on the date of this Agreement and on each anniversary thereafter until termination of the Escrow, Owner shall pay an Annual Fee to EscrowTech in accordance with the Fee Schedule (Exhibit B). The Annual Fee is payable at the beginning of the contract year to which it is applicable.
- (b) **Beneficiary Fees.** For each Beneficiary, the Beneficiary Fee will be paid to EscrowTech in accordance with the Fee Schedule (Exhibit B). The Beneficiary Fee is first payable at the time of registration. This entitles the Beneficiary to registration for the remainder of the contract year in which the Beneficiary Fee is paid. Thereafter and until the Beneficiary ceases to be a "Beneficiary" (see Section 16), the Beneficiary Fee will be paid to EscrowTech in advance for each subsequent contract year. "Contract years" are based on the

date of this Agreement and anniversaries thereof.

- (c) **Excess Update Fee.** Four Updates to the Escrow per contract year are included at no extra charge. If more than four Updates are made in a contract year, Owner shall pay the Excess Update Fee (see Exhibit B) to EscrowTech for each extra Update. Any deposits of Deposit Materials for designated Beneficiaries under Section 7(f) shall be deemed Updates for the purpose of this Excess Update Fee.
- (d) **Release Fees.** Each Beneficiary requesting a release of any Deposit Materials under Section 11 shall pay the Release Fee (see Exhibit B) to EscrowTech. If any Deposit Materials are released to a Beneficiary at the instruction of Owner under Section 12, Owner shall pay the Release Fee to EscrowTech.
- (e) **Excess Storage Charges.** If the storage requirement for the Deposit Materials exceeds two cubic feet, then Owner will pay the Excess Storage Charge (see Exhibit B).
- (f) **Increases.** The fees set forth in Exhibit B are fixed for the first three years of this Agreement. Thereafter, fees are subject to reasonable increase by EscrowTech upon written notice. EscrowTech's then-current fees shall be payable.
- (g) **Costs.** Each Beneficiary shall pay EscrowTech for reasonable costs incurred by EscrowTech in releasing, copying and delivering the Deposit Materials to the Beneficiary. All other out-of-pocket costs reasonably incurred by EscrowTech in connection with this Agreement are reimbursable by the applicable Beneficiary and Owner to EscrowTech. Costs are not included in the above fees and are payable in addition to the above Fees.

16. **Termination of Beneficiary's Registration.** A Beneficiary's registration will terminate and the Beneficiary will cease to be a "Beneficiary" under this Agreement if any of the following occurs:

- (a) The Beneficiary gives written notice of such termination to EscrowTech.
- (b) The Beneficiary's License Agreement terminates. [If the License Agreement consists of more than one



agreement and if less than all such agreements terminate, then the License Agreement shall consist of the unexpired agreements and the Beneficiary shall continue as a "Beneficiary" under this Agreement.] In the event of such termination, the Beneficiary and Owner will give written notice thereof to EscrowTech. If such notice is given by Owner, but not the Beneficiary, then EscrowTech may send notice thereof to Beneficiary and if EscrowTech does not receive a written objection from Beneficiary within three weeks after the date of EscrowTech's notice, then EscrowTech may terminate the Beneficiary's registration.

- (c) The Beneficiary breaches this Agreement and does not cure such breach within 30 days of written notice of such breach, and EscrowTech gives notice of termination to the Beneficiary.
- (d) The Escrow terminates.

EscrowTech will have no obligation or liability to the Beneficiary after termination of its registration. Termination of a Beneficiary's registration shall not affect the other Beneficiaries.

17. **Termination of Escrow.** Subject to Section 18, this Escrow may be terminated by either Owner or EscrowTech upon 90 days advance written notice of termination to the other Party and to the Beneficiaries. Termination will not be effective until the end of the 90 day period (and any extension pursuant to Section 18). If a Release Condition occurs and EscrowTech is given written notice thereof under Section 11(a) prior to the date of termination, then the Escrow will not terminate without the written consent of the affected Beneficiaries. Upon termination of the Escrow, the following shall apply:

- (a) EscrowTech shall either return the Deposit Materials to Owner or destroy the Deposit Materials, whichever Owner requests. If destruction is requested, EscrowTech will certify in writing to Owner that such destruction has occurred.
- (b) EscrowTech shall have no obligation or liability to Owner or any Beneficiary after termination.
- (c) Termination of the Escrow shall not affect any rights and licenses granted to EscrowTech or a Beneficiary with

respect to Deposit Materials released to (or which should be released to) the Beneficiary because of a Release Condition occurring prior to the date of termination.

18. **Establishment of Substitute Escrow.** During the 90 day period under Section 17, Owner shall establish a substitute escrow of the Deposit Materials with a third party escrow agent for the benefit of each Beneficiary. The substitute escrow must be approved by the Beneficiary, but such approval will not be unreasonably withheld or delayed. If necessary, this matter shall be resolved in accordance with Section 19. If more than 90 days is needed to establish the substitute escrow and if EscrowTech receives written notice from Owner or a Beneficiary of such need prior to the end of such 90 days, then the 90 day period under Section 17 shall be extended as reasonably necessary and the Escrow shall not terminate until EscrowTech receives written notice from Owner that the substitute escrow has been established and approved. Owner has no obligation to establish a substitute escrow if all License Agreements for all Beneficiaries have terminated or if none of the Beneficiaries request a substitute escrow within three weeks after an written inquiry thereof from Owner to each Beneficiary.

19. **Dispute Resolution.** In the event of any dispute between any two or more of the Parties relating to this Agreement or the Escrow, they shall first seek to settle the dispute by mutual agreement. If they have not reached a settlement within one week, then any disputing Party may thereafter submit the dispute to arbitration, and if so submitted, such dispute shall be finally settled by arbitration conducted in accordance with the commercial arbitration rules of the American Arbitration Association or its successor. The disputing Parties shall attempt to mutually agree upon a neutral arbitrator. If the disputing Parties cannot reach such agreement, they shall request the American Arbitration Association or its successor to designate a neutral arbitrator. Any arbitration involving EscrowTech as a party shall be conducted in Salt Lake City, Utah. Any arbitration to which EscrowTech is not a party shall be conducted in Owner's city as indicated at the beginning of this Agreement. This Section does not apply to any dispute between two Beneficiaries that does not include EscrowTech or Owner as a party to such dispute. The institution of any arbitration

proceeding hereunder shall not relieve any Party of its obligation to make payments under this Agreement. The decision by the arbitrator shall be binding and conclusive upon the Parties, their successors, assigns and trustees and they shall comply with such decision in good faith, and each Party hereby submits itself to the jurisdiction of the courts of the place where the arbitration is held, but only for the entry of judgment or for the enforcement of the decision of the arbitrator hereunder. Judgment upon the award may be entered in any court having jurisdiction.

- 20. **Protection of Deposit Materials.** EscrowTech shall keep the Deposit Materials delivered to it in secure storage and shall keep the contents thereof confidential. If any of the Deposit Materials are damaged, destroyed or lost by fire, theft, accident, or other mishap or cause, Owner shall promptly submit to EscrowTech such Updates or replacements as are necessary to replace the damaged, destroyed or lost Deposit Materials. There shall be no Excess Update Fees charged for such Updates or replacements.
- 21. **Indemnification.** In the event that EscrowTech takes any action or inaction at the request or demand of Owner or a Beneficiary, then the Owner or Beneficiary making such request or demand shall indemnify and hold harmless EscrowTech and its directors, officers, employees, shareholders, and representatives from and against any and all liabilities, claims, judgments, damages, losses and expenses, including attorneys' fees, arising out of or relating to such action or inaction.
- 22. **Depository Only.** EscrowTech acts hereunder as a depository only and is not responsible or liable for the completeness, accuracy, suitability, state, format, safety, quality, content, sufficiency, correctness, genuineness or validity of the Deposit Materials or any document submitted to EscrowTech or the execution of the same or the identity, authority, or rights of any person executing or depositing the same. EscrowTech is not responsible for any loss of Deposit Materials due to defective, outdated, or unreliable storage media (e.g., CD ROMs, magnetic tape, disks, etc.) or for the degradation of storage media.
- 23. **Uncertainty.** Notwithstanding anything in this Agreement to the contrary, if EscrowTech is uncertain as to any duty, obligation, demand, or right, EscrowTech may hold the

Deposit Materials and refrain from taking any action and wait for a final resolution under Section 19 or a court order.

- 24. **Reliance.** EscrowTech shall not incur any liability in acting upon any notice, request, waiver, consent, receipt or other paper or document believed by EscrowTech to be genuine and to be signed by the proper party or parties, or in acting upon any resolution under Section 19 or any court order.
- 25. **Extraordinary Services.** In addition to the fees and charges for the usual services of EscrowTech under this Agreement (see Section 15 and Exhibit B), EscrowTech shall be entitled to additional reasonable compensation should EscrowTech be requested or required to perform any additional or extraordinary service; and EscrowTech shall be reimbursed for any out-of-pocket expenses (including, without limitation, travel expenses and fees of counsel) reasonably incurred in connection with such additional or extraordinary services. Extraordinary services include, but are not limited to, any involvement of EscrowTech, at the request or demand of Owner or a Beneficiary, in any arbitration or litigation between Owner and the Beneficiary.
- 26. **Disclaimer.** ESCROWTECH MAKES NO WARRANTY NOT EXPRESSLY SET FORTH HEREIN. ANY IMPLIED WARRANTIES ARE DISCLAIMED AND EXCLUDED BY ESCROWTECH.
- 27. **Limitation on Liability.** FOR ANY AND ALL CLAIMS AND CAUSES OF ACTION (INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, TORT, MALPRACTICE, ETC.), ESCROWTECH'S AGGREGATE LIABILITY TO OWNER AND THE BENEFICIARIES SHALL NOT EXCEED THE TOTAL FEES PAID TO ESCROWTECH UNDER THIS AGREEMENT. IN NO EVENT SHALL ESCROWTECH BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES OR LOSS OF PROFITS, REVENUES OR BUSINESS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.
- 28. **Interpretation.** The wording used in this Agreement is the wording chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against or in favor of any Party. Section headings are for convenience only, and do not limit or affect the provisions of this Agreement or their interpretation.

29. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties relating to the Escrow. This Agreement sets forth all the duties and obligations of EscrowTech with respect to any and all matters relating to this Agreement, the Escrow or the Deposit Materials. EscrowTech has no implied duties or obligations.
30. **Force Majeure.** Except for obligations to make payment, no Party shall be liable for any failure to perform arising from causes beyond its control, including, but not limited to, fire, storm, flood, earthquake, explosion, accident, theft, terrorism, acts of public enemies, war, insurrection, sabotage, illness, labor disputes or shortages, product shortages, failure or delays in transportation, inability to secure materials, parts or equipment, acts of God, or acts of any governmental authority or agency thereof.
31. **Governing Law.** This Agreement, the Escrow and the relationship of EscrowTech with Owner and each Beneficiary shall be governed and construed under and in accordance with the laws of the state of Utah without regard to conflict of laws principles. Furthermore, in the event of any litigation or arbitration between EscrowTech and Owner or between EscrowTech and any Beneficiary, such litigation or arbitration shall be conducted exclusively in Salt Lake City, Utah and the Parties hereby agree and submit to such jurisdiction and venue.

32. **Notices.** All notices under this Agreement shall be in writing and shall be delivered to the address indicated for the intended Party at the beginning of this Agreement or, in the case of a Beneficiary, on Beneficiary's Registration Form, or to such substitute address as any Party may designate for itself by proper notice to the other Parties. It is the responsibility of each Party to keep the other Parties informed of its address and telephone and fax numbers (except that a Beneficiary is not obligated to keep other Beneficiaries informed of this information).
33. **Modification.** This Agreement may only be modified, amended or rescinded by a writing signed by all affected Parties.
34. **Assignment.** This Agreement may be assigned by a Party to a successor who acquires substantially all of such Party's business assets relevant to the subject matter of this Agreement. The assigning Party shall give notice thereof to the other affected Parties and shall deliver to such other affected Parties a copy of the successor's written agreement to accept or assume this Agreement.
35. **Execution.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. The persons signing below represent that they are duly authorized to execute this Agreement for and on behalf of the Party for whom they are signing.



**SOFTWARE ESCROW AGREEMENT (EXHIBITS)**

**EXHIBIT A**

**A. SOFTWARE**

Name of "Software": TRAKIT (includes all modules of TRAKIT, including eTRAKIT and MobileTRAK)

**B. DEPOSIT MATERIALS**

Owner shall deliver to EscrowTech the following "Deposit Materials" to be held in the Escrow:

Source code for the Software and electronic version of documentation.

**C. UPDATES**

If and as any new version of, update to, or replacement for any Software is released, licensed or provided under a License Agreement to a Beneficiary, Owner shall update the Deposit Materials by delivering to EscrowTech the corresponding new version of, update to, or replacement for the Deposit Materials ("Updated Deposit Materials" or "Updates"). Owner shall keep the Deposit Materials in the Escrow current with the Software licensed or provided by Owner under the License Agreements. However, Owner shall not be obligated to provide Updates more frequently than two (2) times per contract year.

**EXHIBIT B**

<b>Fee Schedule<sup>1</sup></b>		
<b>Release Fee</b> (only if release occurs)	\$100 per Beneficiary	See Section 15 (d)

<sup>1</sup> These fees are fixed for the first three years of this Agreement. Thereafter, these fees are subject to reasonable increase by EscrowTech upon written notice.

**SOFTWARE ESCROW AGREEMENT**  
**BENEFICIARY REGISTRATION FORM**

**Owner: CRW Systems, Inc.      Escrow No. 5794-MB**

Beneficiary:      Robert Smith  
                         City Manager, City of Wildwood  
                         100 N Main Street  
                         Wildwood, FL 34785  
                         Phone: (352) 330-1330 x111  
                         Facsimile: (352) 330-1338  
                         Email: rsmith-wildwood@cfl.rr.com

This Beneficiary Registration Form applies to the above-identified Escrow and the Software Escrow Agreement dated November 21, 2003 to which Owner and EscrowTech International, Inc. ("EscrowTech") are parties (the "Escrow Agreement").

Owner and Beneficiary have entered into one or more other agreements identified below:

**AGREEMENT FOR THE INSTALLATION AND USE OF PERMIT, PLANNING and CODE ENFORCEMENT SOFTWARE**

Such agreement(s) (including addendums or amendments thereto, if any) is (are) referred to in the Escrow Agreement as the "License Agreement."

Beneficiary has received and reviewed a copy of the Escrow Agreement. Beneficiary agrees to the terms and conditions of the Escrow Agreement and is hereby made a Party thereto. Beneficiary is entitled to the rights and benefits of a "Beneficiary" under the Escrow Agreement and accepts the obligations of a "Beneficiary" under the Escrow Agreement.

Appendix 1, attached hereto, is part of this Beneficiary Registration Form and describes the Release Condition and Permitted Use applicable to the Beneficiary under the Escrow Agreement.

Date of this Beneficiary Registration: February 1, 2010

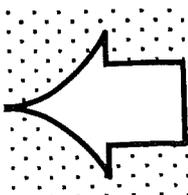
**ACCEPTED AND AGREED TO BY BENEFICIARY AND OWNER:**

Beneficiary: City of Wildwood, Florida

\_\_\_\_\_  
Authorized Signature

Owner: CRW Systems, Inc.

*Christina R. Wynn*  
\_\_\_\_\_  
Authorized Signature



**For EscrowTech Only!**

Date Received by EscrowTech: \_\_\_\_\_ EscrowTech Signature: \_\_\_\_\_



**SOFTWARE ESCROW AGREEMENT**  
**BENEFICIARY REGISTRATION FORM**  
**APPENDIX 1**

**RELEASE CONDITION**

The Release Condition shall be deemed to have occurred if any of the following is satisfied:

- a. Owner files a petition for protection under the U.S. Bankruptcy Code, or an involuntary petition in bankruptcy is filed against Owner and is not dismissed within 60 days thereafter.
- b. Owner defaults in its obligation to provide maintenance and support services as required by the License Agreement (or any other contract with Beneficiary), and fails to cure such default within 10 days after receiving written notice of the default from Beneficiary. The notice must describe the default and state the action which Beneficiary believes is necessary to cure the default.
- c. Beneficiary becomes entitled to a release of the Deposit Materials (i.e., source code for the Software) pursuant to the terms of the License Agreement.

**PERMITTED USE OF RELEASED DEPOSIT MATERIALS**

In the event that the Deposit Materials are released to Beneficiary, the following shall apply:

- a. Beneficiary may only use the Deposit Materials to maintain, modify and enhance the Software. The maintained, modified and enhanced Software may only be used in accordance with the License Agreement.
- b. Beneficiary may not disclose the Deposit Materials to any third party and shall keep the Deposit Materials confidential, except as provided below.
- c. Beneficiary may engage the services of independent contractors (e.g., computer programmers or an outsourced maintenance service) to assist Beneficiary in exercising its Permitted Use rights. Each such independent contractor must agree in writing that it/he/she will not disclose or transfer the Deposit Materials to any other person, and will not use the Deposit Materials for any purpose other than to assist Beneficiary in exercising its Permitted Use rights. These restrictions shall not limit or negate the rights, if any, of the independent contractor with respect to materials that are similar or identical to the Deposit Materials and are lawfully received by the independent contractor from a source other than Beneficiary (e.g., a maintenance service that receives similar or identical materials from other beneficiaries or licensees).
- d. Items a., b. and c. above are subject to such additional rights or limitations as may be set forth in a provision, if any, in the License Agreement which addresses use of the released Deposit Materials by Beneficiary.

The Permitted Use is a fully paid-up license and may not be revoked, terminated or rejected without Beneficiary's written consent. This Permitted Use license also includes the right to use and copy the binary, executable and object code versions of the Software and the maintained, modified and enhanced versions of Software created from or with the Deposit Materials.



**EXHIBIT G**

**INSURANCE CERTIFICATE**

Information pertaining to CRW's Insurance Certificate and Providers, are listed below. A copy of the Insurance Certificate with CLIENT listed as the named Certificate Holder is included on the following page.

**General Liability**

Provider: The Hartford Insurance Group  
Policy Number: 46SBAIF3320  
Coverage: Each Occurrence - \$1,000,000  
Damage to Premises - \$300,000  
Medical Expense - \$10,000  
Personal & Adv Injury - \$1,000,000  
General Aggregate - \$2,000,000

**Automobile Liability**

Provider: The Hartford Insurance Group  
Policy Number: 46SBAIF3320  
Coverage: Single Limit - \$1,000,000

**Excess Liability**

Provider: The Hartford Insurance Group  
Policy Number: 46SBAIF3320  
Coverage: Single Limit - \$1,000,000  
Retention - \$10,000

**Professional Liability**

Provider: ACE-American  
Policy Number: G21514172001  
Coverage: Occurrence - \$1,000,000  
Aggregate - \$2,000,000

**Employment Practices Liability**

Provider: Philadelphia Indemnity Insurance Co.  
Policy Number: PHSD259487  
Coverage: Each Occurrence - \$1,000,000

**Worker's Compensation**

Provider: The Hartford Insurance Group  
Policy Number: 76 WEG RQ0931  
Coverage: Bodily Injury - \$1,000,000

**3. NEW BUSINESS-ACTION REQUIRED**

e. Contracts and Agreements

CRW Systems - revision of DATE 12/15/2009

**ACORD CERTIFICATE OF LIABILITY INSURANCE**

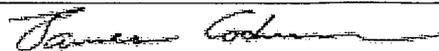
<b>PRODUCER</b> TECHINSURANCE 1301 Central Expy South, Suite 115 Allen, TX, 75013 (800) 668-7020	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
<b>INSURED</b> Crw Systems Inc dba Crw Associates 16980 Via Tazon #320 San Diego, CA 92127	INSURER A: ACE-American
	INSURER B: The Hartford
	INSURER C:
	INSURER D:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	46SBAIF3320	12/15/2008	12/15/2009	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300000 MED EXP (Any one person) \$ 10000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	46SBAIF3320	12/15/2008	12/15/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000	46SBAIF3320	12/15/2008	12/15/2009	EACH OCCURRENCE \$ 1000000 AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER PROFESSIONAL LIABILITY (Errors & Omissions) FIDELITY BOND (Third Party Employee Dishonesty) EMPLOYMENT PRACTICES LIABILITY	G21514172002	3/1/2009	3/1/2010	CLAIMS-MADE OCCURRENCE 1000000 AGGREGATE 2000000 EACH OCCURRENCE EACH OCCURRENCE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 Certificate Holder is included as an additional insured with regard to the general liability, automobile liability and umbrella excess liability coverage.

<b>CERTIFICATE HOLDER</b> <input checked="" type="checkbox"/>	ADDITIONAL INSURED; INSURER LETTER: <u>B</u>	<b>CANCELLATION</b>
Town of Wildwood, FL 100 N Main Street Wildwood, FL 34785		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
		AUTHORIZED REPRESENTATIVE 

**CITY OF WILDWOOD  
EXECUTIVE SUMMARY**

**3. NEW BUSINESS-ACTION REQUIRED -**  
e. Contracts and Agreements - (2) City Attorneys Contract

**SUBJECT:** City Attorney Contract

**REQUESTED ACTION:** Board Option

- Work Session (Report Only)  
 Regular Meeting

**DATE OF MEETING:** 8/9/10  
 Special Meeting

**CONTRACT:**  N/A

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

Managing Division / Dept: \_\_\_\_\_

Vendor/Entity: \_\_\_\_\_

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

**BUDGET IMPACT:** \$0

Annual

Capital

N/A

**FUNDING SOURCE:** \_\_\_\_\_

**EXPENDITURE ACCOUNT:** \_\_\_\_\_

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**HISTORY/FACTS/ISSUES:**

Mayor and Commission,

At the July 6<sup>th</sup> Budget Session, the Commission instructed me to negotiate a contract with Jerri Blair for her continued legal services. The Contract up for approval tonight includes the following:

- \$10,000/month retainer fee. Over the past 10 years, the City has been paying @ \$13,900/month and @ \$16,000 over the past 42 months.
- The retainer includes a monthly hourly max of 140 hours. Over the past three months, the City has average @ 80 hours.
- The services included within the retainer cover both attorney and legal staff costs.
- The term of the contract is for one year and will renew annually unless otherwise directed by the Commission.

Regards,

Robert Smith

---

## Wildwood Attorney Agreement

This agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2010, and effective \_\_\_\_\_, by and between the City of Wildwood a municipal corporation of the state of Florida (hereinafter "Wildwood") and Jerri A. Blair, Esq. (hereinafter Attorney), 131 West Main Street, Tavares, FL 32778, who agree as follows:

### I. Nature of Employment.

Pursuant to Article VII of the Wildwood Charter, Attorney shall serve the City in all legal proceedings, provide legal counsel, and perform all duties to the City imposed by Florida Statutes, the Rules Governing the Florida Bar, the Wildwood Code of Ordinances, the Wildwood Charter, and the City Commission.

### II. Duration.

This Agreement shall be effective for a period of one year and shall be renewed automatically unless terminated pursuant to section IV below.

### II. Compensation and Description of Services.

A. Monthly Retainer and Retainer Services. Wildwood shall pay Attorney a retainer of \$10,000.00 per month (\$120,000.00 per year) except as provided in paragraph IIB. The monthly retainer is payment for all services performed by attorney and her staff, including, but not limited to:

- (1) attendance and service at all regular City Commission Meetings;
- (2) attendance and service at all regular Land Planning Agency meetings presided over by the City Commissioners;
- (3) attendance and service Code Enforcement and Planning and Zoning Meetings, as deemed necessary by the City Manager;
- (4) attendance and service at other meetings at the request of the City Commission or City Manager which include workshops, Historic Preservation Board meetings, Library Board of Trustee Meetings, Greenwood Cemetery meetings, and any other meetings;
- (5) review all contracts, ordinances and resolutions;
- (6) furnishing of legal opinions, both written and verbal, to various departments regarding employment issues, land use issues, proposed legislation, routine contracts, and other governmental matters;
- (7) telephone conferences and meetings with elected officials, staff, and the City Manager;
- (8) reviewing, drafting, and endorsing Ordinances and Resolutions;
- (9) legal research;
- (10) lien preparation;
- (11) drafting of complex non-routine contracts;
- (12) redrafting of code provisions;
- (13) lobbying efforts on behalf of the City; and,
- (14) defense of any disciplinary or fine proceedings brought against the City by another governmental entity. The City will be billed monthly. Each fee entry on the invoice will

describe in detail the services rendered and the time spent in rendering the services.

B. Non-Retainer Services. The set hourly attorney rate for non-retainer services is \$160.00 per hour for attorney services and \$60.00 hourly for paralegal services. Non retainer services include all lawyer and staff services which exceed 140 hours in any monthly period.

C. Expenses and Costs. The costs and expenses associated in representing Wildwood may include, but are not limited to, photocopying, witness fees, Court fees, deposition costs, service of process costs, hand delivery and courier services, mailing charges, filing and recording fees charged by governmental agencies. These costs shall be paid for by Wildwood.

D. Professional Development is Attorney's Expense. Wildwood will not pay for Attorney's seminars, meals, mileage, lodging, books, or other professional development. This expense shall be incurred exclusively by attorney.

### III. Termination.

Either party may terminate this Agreement without cause with 90 days notice prior to the annual anniversary date of this Agreement and with cause at any time.

**City of Wildwood:**

**City Attorney**

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

\_\_\_\_\_  
Jerri A. Blair

**Attest:**

\_\_\_\_\_  
Joseph Jacobs, City Clerk

**AGREEMENT BETWEEN WASTE MANAGEMENT OF FLORIDA, INC.  
AND THE CITY OF WILDWOOD, FLORIDA**

**THIS AGREEMENT** is made as of the \_\_\_\_ day of \_\_\_\_\_, 2010, between Waste Management of Florida, Inc. (hereinafter "Waste Management") and The City of Wildwood, a Florida Municipal Corporation (hereinafter "The City").

**NOW, THEREFORE**, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the parties agree as follows:

1. That Waste Management employees may ride with City employees on waste collection routes between \_\_\_\_\_ and \_\_\_\_\_, 2010 in anticipation of Waste Management's taking over the route.

2. That the Waste Management employees will only observe and must not participate in work being performed by the City.

3. That the Waste Management employees' observation of the routes will be within the scope of their normal employment with Waste Management and that Waste Management has workers compensation coverage that will apply to any injury to said employees while observing.

4. That Waste Management shall indemnify and hold harmless the CITY and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused solely by the negligence, recklessness, or intentionally wrongful conduct of the Waste Management during observation rides.

IN WITNESS WHEREOF, the parties hereto respective dates under each signature.

WASTE MANAGEMENT OF FLORIDA, INC.

By: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

THE CITY OF WILDWOOD, FLORIDA

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

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

Approved as to form:  
\_\_\_\_\_  
City Attorney

# CITY OF WILDWOOD, FLORIDA

## MEMORANDUM

Jason Hargrove, Parks & Recreation Coordinator  
100 North Main Street, Wildwood, FL. 34785  
(352) 330-1330 x114  
Jhargrove-wildwood@cfl.rr.com

---

**Attention:** Robert Smith, City Manager  
**Date:** 8/5/10  
**Subject:** MLK Service Center- BW City Ministries



Mr. Smith,

I have met with my Parks and Recreation Board members and they agree that a contract with an organization that wants to use a building for a long/consistent period of time is what should be done.

The board also stated their opinion that if a 2<sup>nd</sup> party would like to use that building for any type of function, the 2<sup>nd</sup> party would have to work with both the organization (that is contracted to use the building) and the city and work out a rental fee so that if a 2<sup>nd</sup> party is using the building, that the contracted organization will not have to pay the electricity that is being used by the 2<sup>nd</sup> party.

If this could go be put on the agenda so the commission can discuss and proceed the way they would like.

Respectfully,

A handwritten signature in cursive script, appearing to read "J Hargrove".

Jason Hargrove  
Parks & Recreation Coordinator  
City of Wildwood

## LEASE AGREEMENT

THIS LEASE, made and entered into the 20<sup>th</sup> day of July, 2010, by and between the CITY OF WILDWOOD, a Florida Municipal corporation, hereinafter called the City, and B W MINISTRIES:

### WITNESSETH:

The City hereby leases to B W MINISTRIES, and B W MINISTRIES leases from City the property located at 101 Dr. Martin Luther King, Jr. Ave. Wildwood, FL 34785 under the terms and conditions set forth below:

1. **TERM.** The initial term of this Lease shall be for hours approved by City, specifically described in Exhibit "A" attached hereto, commencing effective as of 8/1/2010 and ending on 7/31/2011. B W MINISTRIES takes the premises "as is".
2. **RENT.** Rent during the term shall be \$1.00 per month.
3. **USE.** B W MINISTRIES shall use the premises for City approved programs for adults and children. Failure to do so shall be considered a material breach of this lease.
4. **UTILITIES.** All utilities serving the premises, including, but not limited to, electricity, water, natural gas, refuse and garbage service, sewage disposal and pollution abatement charges, impact fees, and janitorial service shall be secured and paid for by B W MINISTRIES, who shall hold City harmless from any loss or damage, including attorney's fees, arising out of failure by B W MINISTRIES to pay all utility charges when due.
5. **INSURANCE.** The City will insure any structures on the premises against damage by fire and other casualty. B W MINISTRIES is responsible for insuring its own personal property on the premises. Also, B W MINISTRIES shall, at its expense, procure and maintain in force throughout the term the following policies of insurance:
  - A. Public liability insurance against any and all claims and demands resulting

from injuries received in connection with the operation and maintenance of the premises, with limits of not less than Three Hundred Thousand Dollars (\$300,000.00) for damages incurred or claimed by any one person for bodily injury, plus Five Hundred Thousand Dollars (\$500,000.00) for damages incurred or claimed by more than one person for bodily injury, and Three Hundred Thousand Dollars (\$300,000.00) for damages to property, with the City shown on the policy as an additional insured. The amount of insurance which B W MINISTRIES is required to carry under this subparagraph shall not be construed as a limitation on the damages owed by B W MINISTRIES to the City in the event of a covered incident, and if judgment is entered against the City as a result of a covered incident which exceeds the amount of insurance B W MINISTRIES is required to carry, B W MINISTRIES shall be responsible for the difference and pay it immediately to the City as additional rent hereunder.

B. Workers' Compensation Insurance, providing coverage against injury to any B W Ministries' employees on the premises, as required by law.

C. Any other policies of insurance or special endorsements which the City may reasonably request from time to time due to changes in circumstances, any additional uses allowed on the premises, or any special risks arising out of B W Ministries' operations.

The original of each such policy of insurance, or a complete duplicate, shall be delivered to the City by B W MINISTRIES prior to occupancy of the premises by B W MINISTRIES, together with evidence that the premiums have been paid. Each policy shall contain a provision that it may not be canceled for any reason without thirty (30) days prior, written notice being given to B W MINISTRIES by the insurer. All policies shall be issued by insurers of recognized responsibility, which are licensed to do business in Florida.

6. **MAINTENANCE.** B W MINISTRIES shall maintain any structures or other improvements on the premises so that they are at all times safe for their intended uses

and habitations, and in compliance with all applicable codes and ordinances and so that they do not become an eyesore and are compatible with the condition existing elsewhere on the airport.

7. **FIRE EQUIPMENT.** B W MINISTRIES shall provide and maintain, at B W MINISTRIES sole expense, approved fire protection devices adequate for each room of leased premises in accordance with any City and State fire safety codes and requirements. Proof of said compliance and regular inspections shall be provided to the City at least annually.

8. **ENTRY AND INSPECTION.** At any reasonable time, the City may enter the leased premises personally or through a designated agent and conduct an inspection to determine if B W MINISTRIES is complying with the terms of this lease and using the property in a safe manner for the purpose of service to the community. If such inspection reveals deficiencies, the City may, but shall not be obligated, to take any other actions, including terminating the lease, as may be necessary to bring B W MINISTRIES into compliance.

9. **ALTERATIONS AND IMPROVEMENTS.** No alterations or improvements to the premises shall be made by B W MINISTRIES, nor shall any signs be erected, unless the City has reviewed the plans and specifications and given its written consent before commencement of any such work. The City may require B W MINISTRIES to remove any unauthorized signs, alterations, or improvements, and to return the premises to their original condition, and if B W MINISTRIES fails or refuses to do so, then the City may have the necessary work done and assess the cost against B W MINISTRIES, to be paid immediately upon demand. All work must conform to applicable codes and be performed by licensed and bonded contractors, and all required building permits, as well as statutory payment bonds, shall be secured.

10. **LIENS.** The B W MINISTRIES shall not have the power or authority to subject the City's interest in the premises to mechanics', laborers' or materialmens'

liens of any kind against the City's interest, or any other interest, during this lease. If such a lien is filed, B W MINISTRIES shall cause the premises to be released therefrom within five (5) days of written demand by the City, either by payment in full, or by posting of bond which by law releases the City's interest from the legal effect of such lien. Prior to commencing work, B W MINISTRIES shall obtain from any contractor, subcontractor, laborer or materialmen performing work or providing materials for the premises, a waiver of lien whereby such person specifies that he or she will not impose any lien or claim against the real property by reason of the work done or materials provided. Any such work shall be done only under written contract and the City shall have the opportunity to approve such contract before work commences.

11. **INDEMNITY.** B W MINISTRIES will indemnify the City, and hold the City harmless, from and against all claims, debts, demands, or obligations which may be made against the City or the City's interest in the premises, excepting only those matters which are the direct and proximate result of the negligence or deliberate acts of the City, its agents, servants or employees, arising out of or in any way connected with B W MINISTRIES's use and occupation of the premises. If it becomes necessary for the City to defend any action against it, seeking to impose such liability, B W MINISTRIES will pay not only any judgment entered against the City in such proceeding, but also all costs and attorney's fees incurred by the City in its defense of the proceeding. This provision shall not in any way be construed to negate or waive any claim to the sovereign immunity of the City.

12. **TERMINATION.** The City may terminate this lease at any time with five days notice if the City determines there is a material breach of this lease. Both parties may terminate the lease without cause with fourteen (14) days notice.

13. **NO WAIVER.** No failure by the City to exercise any remedy available to it in the event of a breach of this lease by B W MINISTRIES shall be deemed a waiver of any subsequent breach, whether of the same or a different provision of this lease, nor

shall it be considered a justification of any subsequent breach by B W MINISTRIES.

14. **DEFAULT.** In the event of a default by B W MINISTRIES, which default continues longer than five (5) days after the giving of written notice to B W MINISTRIES by the City demanding that the default be cured, the City may terminate this lease and resume possession of the premises immediately.

15. **ASSIGNMENT.** This lease may not be assigned by B W MINISTRIES, nor may B W MINISTRIES sublet the premises either in whole or in part.

16. **RELATIONSHIP OF PARTIES.** Nothing in this Lease shall be deemed to create a relationship of partnership, principal and agent, or any other relationship between the parties other than landlord and tenant. B W MINISTRIES agrees that it shall not challenge the interest of the City in the premises or claim any interest superior thereto.

17. **GOVERNING LAW.** This lease shall be applied and construed in accordance with the Laws of Florida. Venue for any action hereunder shall be in Sumter County, Florida. The courts of the State of Florida shall have jurisdiction to hear and decide any and all disputes which arise under this lease.

18. **NOTICES.** Any notice required by this lease shall be in writing and shall be either delivered in person, or mailed by United States Mail, certified with return receipt requested and all postage charges prepaid. Except where receipt is specifically required in this lease, any notice mailed in accordance with these standards to the property address as set forth below shall be deemed to be effective upon the date of postmark, and any time period shall begin running as of that date, whether or not the notice is actually received. Notices shall be given in the following manner, or in such other manner as may be directed by either party, in writing, from time to time:

A. To the City at 100 N. Main Street, Wildwood, FL 34785

B. To B W MINISTRIES by mailing to B W MINISTRIES at: 101 Dr. Martin Luther King, Jr. Ave. Wildwood, FL 34785.

19. **CONSTRUCTION.** Any word in this lease shall be read as either singular or plural, and as either masculine, feminine or neuter gender as the context may require. Captions are included for convenience only, and shall not be construed to limit, expand, or otherwise modify the test of this lease in any manner.

20. **NATURE OF AGREEMENT.** This lease sets forth the entire agreement of the parties; it takes precedence over all prior representations, negotiations and agreements, whether oral or written, which are deemed to have merged into this lease and to have been extinguished to the extent not set forth specifically herein. The execution of this lease has not been induced by either party by any representations, promises or understandings not expressed herein, and there are no collateral agreements, promises or undertakings whatsoever in any way touching on the subject matter of this lease which are not expressly contained herein. This lease may not be amended in any manner whatsoever, other than by written instrument signed by all parties hereto.

21. **BINDING EFFECT.** This lease shall be binding on, and inure to the benefit of, not only the City and B W MINISTRIES, but also their respective successors and assigns.

22. **NONDISCRIMINATION PROVISIONS.**

(a) B W MINISTRIES, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

(1) No person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to, discrimination in the use of said facilities;

(2) That is the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of

race, color or national origin, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in any aspect of the process of such construction, or the awarding of bids:

(3) That B W MINISTRIES shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

(b) In the event of breach of any of the above nondiscrimination covenants, the City shall have the right to terminate the lease and to re-enter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

(c) B W MINISTRIES shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof, and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, that B W MINISTRIES may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

(d) Noncompliance with provision (c) above shall constitute a material breach thereof, and in the event of such noncompliance, the City shall have the right to terminate this lease and the estate hereby created without liability therefor or at the election of the City.

IN WITNESS WHEREOF, the parties have caused their duly authorized officers to execute this Lease on the day and year first above written.

**WITNESSES** (two required):

**CITY OF WILDWOOD**

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

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

WITNESSES (two required):

*Jeffery R. Holman*  
\_\_\_\_\_  
*Jeffery R. Holman*  
Printed Name

*Lawrence Solomon*  
\_\_\_\_\_  
*LAWRENCE SOLOMON*  
Printed Name

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

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

**B W MINISTRIES OF SUMTER COUNTY, INC.**

By: *Tony Jones*  
\_\_\_\_\_  
Tony Jones

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

3. NEW BUSINESS - ACTION REQUIRED - e. Contracts  
 (4) Review/Approval of Lease Agreement with  
 07/15/2010

<b>PRODUCER</b> Terry L. Brown 58 N CHARLES RICHARD BEALL BLVD DeBary, FL 32713		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURED</b> BW CITY MINISTRIES, INC 7168 COUNTY RD 242 WILDWOOD, FL 34785		<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
		INSURER A: GUIDEONE MUTUAL INS CO	15032
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDL RESRC	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GENL. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	1252-681	12/13/2009	12/13/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 USING SPACE AT 101 MARTIN LUTHER AVE, WILDWOOD, FL 34785 FOR AFTERSCHOOL PROGRAMS.

CERTIFICATE HOLDER NAMED ADDITIONAL INSURED

<b>CERTIFICATE HOLDER</b>  CITY OF WILDWOOD 100 WONDER STREET WILDWOOD, FL 34785	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>15</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>[Signature]</i>
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BW City Ministries  
P.O. Box 57~ Wildwood, FL 34785  
352-330-1633(ph) (352)330-0621(fax)

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July 14, 2010

City Of Wildwood  
100 N. Main Street  
Wildwood, FL 34785

Re: Mad Dad Center/ BW City Educational Center

To Whom It May Concern,

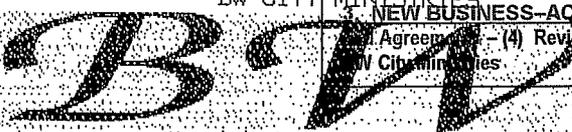
I Tony Jones, Senior Pastor of BW City Ministries am writing to inform and request an approval letter for the following services listed below. In September 2005 the City of Wildwood approved our ministry the use of the Mad Dad Center on an annual basis for an afterschool program. Since such time we have expanded the use of the facility to provide the following additional services with a time range of 8:00am -9:00pm Monday thru Friday and Occasionally Saturdays.

- 1). After School Program
- 2). GED Program
- 3). Family Movie Night
- 4). Senior & Retiree Services
- 5). Life Skills Training Classes
- 6). Access Florida
- 7). Summer Program
- 8). Community Service Site (as needed)
- 9). Resource and Information Center
- 10). Tutoring, FCAT, and SAT Preparation
- 11). Men & Women Meeting
- 12). Mentoring / Coaching Program (men, women, children, and families)
- 13). Teen Spirit
- 14). Team Building (spiritual guidance)

Your consideration in renewing the usage of the Mad Dad Center with the above added services is appreciated.

Thank you for your support,

Tony L. Jones, Sr.  
Senior Pastor



# City Ministries

"Taking It To The Next Level"

May 6, 2010

of Tony & Kim Jones  
BW City Ministries  
100 North Main Street  
Wildwood, Florida 34785  
Phone: 352-330-1633  
Fax: 352-330-0621  
www.bwcityministries.com

City Of Wildwood  
100 North Main Street  
Wildwood, FL 34785

RE: Mad Dad Center/BW City Educational Center

To Whom It May Concern,

I Tony Jones, Senior Pastor of BW City Ministries am writing to request the continued use of the Mad Dad Center. The center is being utilized at this time for the following services:

- 1) GED Program - 2<sup>nd</sup> and 4<sup>th</sup> Monday evening 6:30pm - 8:30pm
- 2) Family Movie Night (Teen Spirit) - Tuesdays 6:00pm - 8:30pm
- 3) Senior & Retiree Services - Wednesdays 10:00am - 2:00pm  
(summer hours Fridays 10:00am - 2:00pm)
- 4) Life Skills Training Classes - Thursdays 7:00pm - 9:00pm
- 5) Access Florida - by appointment
- 6) Summer Feeding Program - June 21, 2010 - July 23, 2010 - 11:00am - 1:00pm
- 7) Resource and Information Center - on going; by appointment
- 8) Defense Training classes 1<sup>st</sup> & 3<sup>rd</sup> Mondays 6:30pm - 8:30pm
- 9) Tutoring, FCAT and SAT preparation - Monday - Thursday 3:00pm - 6:00pm
- 10) Before and after school program  
(before school) - Monday - Friday 6:00am - 8:00am  
(after school) - Monday - Thursday 3:00pm - 6:00pm

To operate the following services offered, the ministry will have a total of 15 to 18 members volunteering. Thank you in advance for your continued support toward ministry.

*Copy*

**Mad Dad Center**  
**Inventory**  
*(May 10, 2010)*

9 Computers

- 3 Dell opti plex G1
- 4 Compaq
- 1 Emachine

- 2 Copiers - cspro
- 4 printers - Lenmark
- 2 6-drawer file cabinets
- 4 2-drawer legal file folder cabinets
- 2 fax machines - HP office Jet
- 1 printer - HP desk jet 9800
- 1 DCP 7020 laser, copier, printer, scanner
- 2 prim scan 2400 scanners
- 1 RCA 19 inch color TV
- 1 Emerson 19 inch color TV
- 1 Sanya 3 changer DVD player
- 1 SV2000 VSH player
- 1 Sharpe ux-b20 fax machine
- 6 Computer desk
- 15 6feet long folding tables
- 40 folding chair
- Approximately 300 book by varies Authors

**BILLS FOR APPROVAL**  
**City of Wildwood, Florida**  
**August 9, 2010**

<b>3. NEW BUSINESS – ACTION REQUIRED</b> f. Financial - 1. Bills for Approval
---

**CITY COMMISSION-LEGISLATIVE DEPARTMENT**

**CITY MANAGER-EXECUTIVE DEPARTMENT**

1	Payroll	August 1, 2010 Pay Period - 3 Employees	\$	7,928.87
2	Bright House	Internet Service	\$	21.00
3	Capital Office Products	Office Supplies	\$	54.47
4	Claitor's Law Books & Publishing	State & Metropolitan DataBook	\$	61.15
5	Ernie Morris Enterprises Inc	Office Supplies	\$	59.83
6	Office Depot	Office Supplies	\$	47.95
7	Sam's Club	Annual Membership	\$	35.00

**CITY CLERK-FINANCIAL & ADMINISTRATIVE DEPARTMENT**

8	Payroll	August 1, 2010 Pay Period - 4 Employees	\$	10,144.96
9	Bright House	Internet Service	\$	27.95
10	Capital Office Products	Office Supplies	\$	92.15
11	Dept of Bus. & Professional Reg.	License Renewal Application	\$	125.00
12	EGP	Copier Maintenance Contract	\$	82.18
13	Ernie Morris Enterprises Inc	Office Supplies	\$	367.74
14	Federal Express	Postage	\$	96.12
15	Moore Awards Inc	Service Award - D Dixon	\$	41.34
16	Office Depot	Office Supplies	\$	2.32
17	Oracle Elevator	Quarterly Maintenance Contract	\$	194.50
18	Pitney Bowes	Ink Cartridge	\$	51.99
19	Progress Energy	Electric Service	\$	3,362.19
20	Sam's Club	Annual Membership	\$	17.50
21	Wildwood Ace Hardware	Thread Seal Tape	\$	1.99

**BUILDING SERVICES**

22	Payroll	August 1, 2010 Pay Period - 4 Employees	\$	29,195.57
23	Almond Oil Company	Petro-Canada Supreme,Max, Syn Bid, DuronE	\$	10.50
24	Bright House	Internet Service	\$	21.00
25	Capital Office Products	Office Supplies	\$	11.58
26	EGP	Copier Maintenance Contract	\$	7.36
27	Ernie Morris Enterprises Inc	Office Supplies	\$	311.10
28	Office Depot	Office Supplies	\$	0.89
29	Universal Engineering Sciences	Temporary Help - A. Love	\$	2,080.00

**DEVELOPMENT SERVICES**

30	Payroll	August 1, 2010 Pay Period - 4 Employees	\$	8,927.94
31	Bright House	Internet Service	\$	28.00
32	Capital Office Products	Office Supplies	\$	17.44
33	C & S Reprographics & Copy Ctr	Scanning Plans	\$	40.00
34	EGP	Copier Maintenance Contract	\$	7.35
35	Ernie Morris Enterprises Inc	Office Supplies	\$	29.42
36	Office Depot	Office Supplies	\$	12.00

**POLICE DEPARTMENT**

37	Payroll	August 1, 2010 Pay Period - 26 Employees	\$	51,346.65
38	Affirmed Medical Services	First Aid and Safety Products	\$	101.95
39	Almond Oil Company	Petro-Canada Supreme,Max, Syn Bid, DuronE	\$	89.27
40	Big Truck Parts Inc	Filters	\$	59.19

41	Cason and Gaskins TV Inc	Whistler Inverter	\$	119.98
42	EGP	Copier Maintenance Contract	\$	133.53
43	Ernie Morris Enterprises Inc	Office Supplies	\$	342.39
44	Gateway Digital, Inc	Digital Cop Mugshot Pro Software	\$	1,495.00
45	Identi-Kit Solutions	Identi-Kit CD Software Annual Lease	\$	408.00
46	Interstate Battery System	Batteries	\$	73.45
47	Key Scales	Resistor Asy	\$	18.92
48	Merritt Department Stores, Inc.	Shirts	\$	85.10
49	Office Depot	Office Supplies	\$	1.58
50	Progress Energy	Electric Service	\$	436.21
51	Sam's Club	Annual Membership	\$	17.50
52	Wildwood Ace Hardware	Duct Tape, Master Key, Bulbs	\$	23.90
53	Wildwood Tire Company	Tires and Repairs	\$	521.65

**STREET DEPARTMENT, MECHANIC**

54	Payroll	August 1, 2010 Pay Period - 9 Employees	\$	13,881.20
55	Almond Oil Company	Petro-Canada Supreme,Max, Syn Bid, DuronE	\$	89.27
56	Besco Electric Supply Company	Bulbs	\$	42.33
57	Big Truck Parts Inc	Filters	\$	51.64
58	Bright House	Internet Service	\$	79.95
59	Capital Office Products	Office Supplies	\$	15.50
60	Ernie Morris Enterprises Inc	Office Supplies	\$	83.09
61	Interstate Battery System	Batteries	\$	156.65
62	Office Depot	Office Supplies	\$	1.82
63	Progress Energy	Electric Service	\$	188.30
64	Salescorp of Florida	Safety Glasses	\$	93.20
65	Sam's Club	Annual Membership	\$	17.50
66	Sumter Tire & Auto, Inc	Tire Repair	\$	100.00
67	Unifirst	Uniforms	\$	366.94
68	Wildwood Ace Hardware	Photocell, Rod, Chip Marble, Fasteners, Etc.	\$	97.71
69	Wildwood Mower & Saw, Inc	Trimmer Line,Seal Bearing,Oil Pump,Repair Kit,Etc.	\$	951.51
70	Wildwood Tire Company	Tires and Repairs	\$	85.80
71	Williams Diesel Service	Rebuilt Pump	\$	1,050.00

**COMMUNITY RE-DEVELOPMENT**

72	Payroll	August 1, 2010 Pay Period - 1 Employees	\$	2,488.71
73	Bright House	Internet Service	\$	7.00

**GROWERS MARKET**

74	Payroll	August 1, 2010 Pay Period - 1 Employees	\$	213.15
75	Bright House	Internet Service	\$	7.00
76	T & D Waste Services, Inc	Port O Let Rental	\$	115.00

**PARKS AND RECREATION**

77	Payroll	August 1, 2010 Pay Period - 3 Employees	\$	4,546.70
78	Almond Oil Company	Petro-Canada Supreme,Max, Syn Bid, DuronE	\$	13.13
79	Bright House	Internet Service	\$	7.00
80	Capital Office Products	Office Supplies	\$	2.88
81	Central Pump & Supply Inc	Male PVC Adpt, Hunter Valves, Control	\$	108.44
82	Culligan	Water Softener Rental - Lake Deaton	\$	32.95
83	Ernie Morris Enterprises Inc	Office Supplies	\$	18.30
84	Office Depot	Office Supplies	\$	2.84
85	Salescorp of Florida	Gatorade	\$	78.00
86	Sam's Club	Annual Membership	\$	17.50
87	Progress Energy	Electric Service	\$	560.53

88	T & D Waste Services, Inc	Port O Let Rentals - Lk Deaton, Oxford Park	\$	130.00
89	Unifirst	Uniforms	\$	38.45
90	Village Ace Hardware	Fasteners	\$	1.94
91	Wildwood Ace Hardware	Cleaner, PVC Pipe, Trash Bags, Bolts, Angle,Etc	\$	375.44
92	Wildwood Mower & Saw, Inc	Trimmer Head, Starter Coil, Blade, Air Filter Kit,Etc.	\$	683.93
93	Wildwood Tire Company	Tires and Repairs	\$	89.90

**COMMUNITY CENTER**

94	Almond Oil Company	Petro-Canada Supreme,Max, Syn Bid, DuronE	\$	5.25
95	Big Truck Parts Inc	Filters	\$	31.12
96	Bright House	Internet Service	\$	79.95
97	Resource One	Cleaning Supplies	\$	39.00
98	Unifirst	Rugs	\$	103.30

**PHYSICAL ENVIRONMENT ADMINISTRATIVE DEPARTMENT**

99	Payroll	August 1, 2010 Pay Period - 3 Employees	\$	5,071.51
100	Bright House	Internet Service	\$	21.00
101	Capital Office Products	Office Supplies	\$	28.98
102	EGP	Copier Maintenance Contract	\$	82.17
103	Ernie Morris Enterprises Inc	Office Supplies	\$	31.44
104	Office Depot	Office Supplies	\$	127.52
105	Oracle Elevator	Quarterly Maintenance Contract	\$	194.49
106	Pitney Bowes	Ink Cartridge	\$	51.99
107	Progress Energy	Electric Service	\$	1,057.63

**WATER DEPARTMENT**

108	Payroll	August 1, 2010 Pay Period - 8 Employees	\$	15,292.62
109	Almond Oil Company	Petro-Canada Supreme,Max, Syn Bid, DuronE	\$	21.00
110	Big Truck Parts Inc	Filters	\$	57.74
111	Brenntag	Liquid Chlorine	\$	905.56
112	Bright House	Internet Service	\$	79.95
113	Brown Controls and Integration	Trouble Shooting Communications Loss	\$	100.00
114	Capital Office Products	Office Supplies	\$	15.84
115	Cason and Gaskins TV Inc	Trendnet USB	\$	24.99
116	Diversified Drilling Corporation	Champagne Farms	\$	42,566.43
117	Ernie Morris Enterprises Inc	Office Supplies	\$	200.37
118	Federal Express	Postage	\$	31.75
119	HD Supply WaterWorks	ACC Glands,PVC Restraint,Sleeves,Valve Bx, Etc.	\$	654.06
120	Interstate Electrical Services	Change Pwr Supply,Re-align Antenna, Gate	\$	525.00
121	Key Scales	Mirror Asy	\$	124.44
122	KWI	Gray PVC Dischg Hose,Seal Clamp, Etc	\$	83.60
123	Progress Energy	Electric Service	\$	12.57
124	Sam's Club	Annual Membership	\$	17.50
125	Sunstate Meter & Supply, Inc	T10 Gallon Meter, Meter Box, Covers, Ribbon, Etc	\$	2,928.82
126	Test America	Environmental Testing	\$	84.00
127	The Dumont Company, Inc	Clear Flow PT-8037 Corrosion Inhibitor	\$	2,025.75
128	Unifirst	Uniforms	\$	280.80
129	UPS	Postage	\$	16.72
130	USA Blue Book	Nitrile Gloves, Asahi Ball Valves	\$	268.19
131	U.S. HealthWorks	Blood Alcohol, COC, 8 Panel - Accident	\$	70.00
132	Wildwood Ace Hardware	Thread Seal Tape,Pliers, Batteries, Ctr Punch,Etc.	\$	55.40
133	Wildwood Mower & Saw, Inc	21 Inch Blade	\$	2.60

**REFUSE DEPARTMENT**

134	Payroll	August 1, 2010 Pay Period - 6 Employees	\$ 13,713.33
135	Capital Office Products	Office Supplies	\$ 7.20
136	Central Hydraulics Hose & Access	Hose Assy, NPT Coupling, Abrasion Sleeve	\$ 83.31
137	C.R. 466A Landfill Facility, LLC	Tipping Fee	\$ 127.71
138	Ernie Morris Enterprises Inc	Office Supplies	\$ 74.42
139	Interstate Battery System	Batteries	\$ 82.20
140	Progress Energy	Electric Service	\$ 122.95
141	Salescorp of Florida	Safety Glasses	\$ 93.20
142	Sumter Sanitation	Tipping Fee	\$ 18,504.88
143	Tampa Crane & Body, Inc.	4" Roller - Heil PT	\$ 86.74
144	Unifirst	Uniforms	\$ 170.15
145	Wildwood Tire Company	Tires and Repairs	\$ 3,722.80
146	Wildwood Truck Wash	Refuse Truck Washing	\$ 200.00

**WASTEWATER DEPARTMENT**

147	Payroll	August 1, 2010 Pay Period - 15 Employees	\$ 30,680.54
148	Affirmed Medical Services	First Aid and Safety Products	\$ 165.00
149	Almond Oil Company	Petro-Canada Supreme,Max, Syn Bid, DuronE	\$ 34.13
150	Big Truck Parts Inc	Filters	\$ 31.57
151	Budget Air Conditioning & Heating	Serviced 3 AC's Office,Press Bldg, Shop	\$ 350.00
152	Cason and Gaskins TV Inc	Power Inverter, 4 Packs 5 x 20 SB, FA	\$ 11.96
153	Central Pump & Supply Inc	Hunter Valve w/Flow Control, Battery Controller	\$ 568.35
154	E & B Hauling Services, LLC.	Cake Removal	\$ 2,112.00
155	Ernie Morris Enterprises Inc	Office Supplies	\$ 470.73
156	Interstate Battery System	Batteries	\$ 178.40
157	ITT Water & Wastewater U.S.A	Lightning Damage Pump WW Acres	\$ 3,470.00
158	MMD Computer Center, Inc	Back Up Drive Enclosure Bad	\$ 140.00
159	Odyssey	Hypochlorite Solutions	\$ 2,813.50
160	Professional Maintenance Prod.,Inc	Citra Solv Lift Station Degreaser	\$ 1,309.10
161	Progress Energy	Electric Service	\$ 21,520.64
162	Sam's Club	Annual Membership	\$ 17.50
163	Siemens	Mixed Bed Tanks, Carbon Tanks	\$ 592.00
164	Sumter Tire & Auto, Inc	Tire Repair	\$ 14.50
165	Unifirst	Uniforms	\$ 391.46
166	Wildwood Ace Hardware	Fence Ties, Conduit, Drill Bits, PVC Pipe, Etc	\$ 311.61
167	Wildwood Mower & Saw, Inc	21 Inch Blade	\$ 2.60
168	Wildwood Tire Company	Tires and Repairs	\$ 229.90

**ATTORNEYS/CONSULTANTS/SURVEYORS**

169	Jerri A Blair	Attorneys	\$ 6,227.29
170	Potter Clement Lowry	Attorneys	\$ 700.00

**FUEL INVENTORY**

171	Stone Petroleum Products, Inc	Regular Unleaded Gasoline	\$ 7,297.16
172	Stone Petroleum Products, Inc	Ultra Low Sulfur Diesel	\$ 2,435.21

**TOTAL** **\$ 338,116.91**

CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA

SEAL

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

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

**CHANGE ORDER NO. 3**

**Project Name:** City of Wildwood Champagne Farms Water Supply Facility Water Supply Well Construction and Testing

**Owner:** City of Wildwood

**Date:** 8-4-2010

**Project Address:** Sumter County, Florida - west of Interstate 75, north of County Road 231 and east of County Road 475

**Contractor:** Diversified Drilling Corporation

**Change Ordered:** Increase contract amount by \$8,720

**Reason for Change Order:** Because the Lower Floridan aquifer production interval has a very high capacity, a larger turbine pump is required for the aquifer test to achieve greater drawdown in the monitored wells in order to calculate the aquifer hydraulic properties. A 72-hour constant rate aquifer performance test is required by the Water Use Permit Condition No. 11.

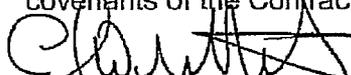
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**CONTRACT AMOUNT**

Original Contract Amount	\$ 482,920
<del>Decrease from previously approved Change Order No. 1</del>	<del>( \$ 23,245)</del>
Increase from previously approved Change Order No. 2	\$ 12,420
Contract Price Prior to This Change Order	\$472,095
Increase of this Change Order	\$ 8,720
<b>Revised Contract Amount</b>	<b>\$ 480,815</b>

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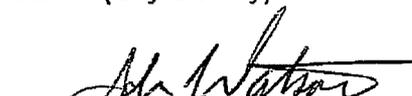
This document shall become an amendment to the Contract and all stipulations and covenants of the Contract shall apply hereto.

  
Contractor C.W. (B.W.) Muszewa V.P.

8/2/10  
Date

Owner (City/County)

Date

  
Engineer John D. Watson V.P.

8/3/10  
Date



FLORIDA  
DEPARTMENT of  
CORRECTIONS

3. NEW BUSINESS - ACTION REQUIRED  
g. General Items for Consideration  
1. Letter/CEN FDOC with "DRAFT" Contract #WS574  
(the first crew) Do we want to renew?

Governor  
**CHARLIE CRIST**

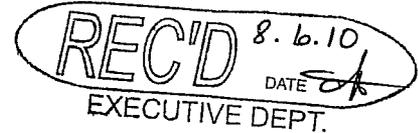
Secretary  
**WALTER A. MCNEIL**

An Equal Opportunity Employer

2601 Blair Stone Road • Tallahassee, FL 32399-2500

<http://www.dc.state.fl.us>

August 4, 2010



Mr. Gene Kornegay, Director  
City of Wildwood Public Works  
410 Grey Street  
Wildwood, Florida 34783

RE: Contract WS574 – City of Wildwood

Dear Mr. Kornegay:

Contract WS574 between the Department of Corrections and the City of Wildwood will expire on January 19, 2011. Accordingly, I am enclosing a draft renewal Amendment and a draft Addendum A for your review and a Contract Expiration Notification (CEN) Form.

Please complete the Contract Expiration Notification Form indicating your desire to either renew or allow the contract to expire and mail it back to me by Friday, August 27, 2010.

Once the completed CEN is received from both you and Sumter CI, a final contract will be forwarded for signature.

If you have any questions, please feel free to contact me at (850) 410-4573.

Sincerely,

Emily M. Phelps  
Correctional Services Consultant

/emp  
Enclosures



# DRAFT

**CONTRACT AMENDMENT BETWEEN  
THE DEPARTMENT OF CORRECTIONS  
AND  
CITY OF WILDWOOD**

This is an Amendment to the Contract between the Florida Department of Corrections ("Department") and City of Wildwood ("Agency") to provide for the use of inmate labor in work programs.

This Amendment:

- renews the Contract for one (1) year pursuant to **Section I., B., Contract Renewal**;
- revises the end date of the Contract referenced in **Section I., A., Contract Term**; and
- replaces Addendum A with Revised Addendum A, effective January 20, 2011.

Original contract period: January 20, 2010 through January 19, 2011

In accordance with **Section V., CONTRACT MODIFICATIONS**, the following changes are hereby made:

1. **Section I., A., Contract Term**, is hereby revised to read:

A. This Contract began January 20, 2010 and shall end at midnight on January 19, 2012.

This Contract is in its final renewal year.

2. Pursuant to **Section III., Compensation, A., 5**, the rate of compensation is amended to reflect the rates indicated in Revised Addendum A. Addendum A is hereby replaced with Revised Addendum A, effective January 20, 2011.

All other terms and conditions of the original Contract remain in full force and effect.

This Amendment shall begin on the date on which it is signed by both parties.

**BALANCE OF PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS THEREOF, the parties hereto have caused this Amendment to be executed by their undersigned officials as duly authorized.

**AGENCY: CITY OF WILDWOOD**

SIGNED BY: DRAFT - DO NOT SIGN \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

FEID #: \_\_\_\_\_

**DEPARTMENT OF CORRECTIONS**

Approved as to form and legality, subject to execution.

SIGNED BY: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

NAME: **Richard D. Davison**

NAME: **Kathleen Von Hoene**

TITLE: **Deputy Secretary  
Department of Corrections**

TITLE: **General Counsel  
Department of Corrections**

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Revised Addendum A**

**Inmate Work Squad Detail of Costs for the City of Wildwood  
Interagency Contract Number WS574 Effective January 20, 2011**

\*\*\*ENTER MULTIPLIERS IN SHADED BOXES ONLY IF TO BE INVOICED TO AGENCY\*\*\*

**I. CORRECTIONAL WORK SQUAD OFFICER SALARIES AND POSITION RELATED-EXPENSES TO BE REIMBURSED BY THE AGENCY:**

Officers Salary	1	# Officer: Multiplier			
Salary Incentive Payment			\$ 52,729.00	**	\$ 52,729.00
Repair and Maintenance			\$ 1,128.00		\$ 1,128.00
State Personnel Assessment			\$ 121.00		\$ 121.00
Training/Criminal Justice Standards			\$ 398.00		\$ 398.00
Uniform Purchase			\$ 200.00		\$ 200.00
Uniform Maintenance			\$ 400.00		\$ 400.00
Training/Criminal Justice Standards *			\$ 1,500.00		\$ 350.00
Technology Fee			\$ 391.00		\$ 391.00
<b>TOTAL - To Be Billed By Contract To Agency</b>			<b>\$ 57,217.00</b>		<b>\$ 55,717.00</b>

\*Cost limited to first year of contract as this is not a recurring personnel/position cost.

\*\* Annual cost does not include overtime pay.

IA. **The Overtime Hourly Rate of Compensation for this Contract is \$32.51, if applicable.** (The Overtime Hourly Rate of Compensation shall include the average hourly rate of pay for a Correctional Officer and the average benefit package provided by the department, represented as time and one half for purposes of this Contract.)

**II. ADMINISTRATIVE COSTS TO BE REIMBURSED BY THE AGENCY:**

Costs include but may not be limited to the following:

Rain coats, staff high visibility safety vest, inmate high visibility safety vest, fire extinguisher, first aid kit, personal protection kit, flex cuffs, warning signs, handcuffs, Igloo coolers, portable toilets, insect repellants, masks, vaccinations, and other administrative expenses.

**TOTAL - To Be Billed By Contract To Agency**

<b>Number Squads</b>	<b>1</b>	<b>Total Annual Cost</b>	<b>\$ 750.00</b>
			<b>\$ 750.00</b>

**III. ADDITIONAL AGENCY EXPENSES:**

Tools, equipment, materials and supplies not listed in Section II above are to be provided by the Agency.

CELLULAR PHONE WITH SERVICE REQUIRED: YES  NO   
ENCLOSED TRAILER REQUIRED: YES  NO

**3. NEW BUSINESS - ACTION REQUIRED**  
g. **General Items for Consideration**  
1. Letter/CEN FDOC with "DRAFT" Contract #WS574 (the first crew) Do we want to renew?

**Revised Addendum A**  
**Inmate Work Squad Detail of Costs for the City of Wildwood**  
**Interagency Contract Number WS574 Effective January 20, 2011**

**IV. OPERATING CAPITAL TO BE ADVANCED BY AGENCY:**

Hand Held Radio	MACOM	\$4,969.00	<input type="checkbox"/>
Vehicle Mounted Radio	MACOM	\$4,822.00	<input checked="" type="checkbox"/>

Per Unit Cost	Number of Units
-	1

**TOTAL Operating Capital To Be Advanced By Agency**

Total Cost	\$ -
	\$ -
	\$ -

Bill To Agency	Provided By Agency	Already Exists
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**V. TOTAL COSTS TO BE ADVANCED BY AGENCY:**

1. Operating Capital - from Section IV.
2. Grand Total - To Be Advanced By Agency At Contract Signing:

Total Cost	\$0.00
	\$0.00

**VI. TOTAL COSTS TO BE BILLED TO AGENCY BY CONTRACT:**

1. Correctional Officer Salaries and Position-Related Expenses - from Section I.
2. Other Related Expenses and Security Supplies - from Section II.
3. Grand Total - To Be Billed To Agency By Contract:

Total Cost	\$55,717.00
	\$750.00
	\$56,467.00

**VII. TOTAL OF ALL COSTS ASSOCIATED WITH CONTRACT:**

(Total of Sections V. and VI.)

Total Cost	\$56,467.00
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**VIII. OVERTIME COSTS:**

if the contracting Agency requests overtime for the work squad which is approved by the Department, the contracting Agency agrees to pay such costs and will be billed separately by the Department for the cost of overtime.

**3. NEW BUSINESS - ACTION REQUIRED**  
g. **General Items for Consideration**  
1. Letter/CEN FDOC with "DRAFT" Contract #WS574 (the first crew) Do we want to renew?

**Addendum A - INSTRUCTIONS**  
**Inmate Work Squad Detail of Costs for the City of Wildwood**  
**Interagency Contract Number WS574 Effective January 20, 2011**

**Section I.**

Costs in this section are determined each fiscal year by the Budget and Management Evaluation Bureau and are fixed. By entering the number of Officers required for this contract, the spreadsheet will automatically calculate the "Total Annual Cost" column. If this Work Squad is beyond the first year of existence, enter a zero (0) in the "Total Annual Cost" column for "Training/Criminal Justice Standards" after you have entered the "# Officers Multiplier".

**Section II.**

Safety and environmental health procedures require safety measures such as the use of safety signs, vests, and clothing. The Department's procedure for Outside Work Squads requires that all Work Squad Officers be responsible for ensuring their squad is equipped with a first aid kit and a personal protection equipment (PPE) kit. Section II identifies such required equipment. A new squad must be sufficiently equipped and an on-going squad must be re-supplied when needed. Type in the number of squads used for this contract and the spreadsheet will automatically calculate the fixed annual expense of \$750.00 per squad and place the total in Section VI.

**Section III.**

Check "Yes" or "No" to indicate whether a Cellular Phone with Service and/or an Enclosed Trailer is required by the Contract Manager.

**Section IV.**

The Department's procedure for Outside Work Squads requires that they have at least one (1) primary means of direct communication with the Institution's Control Room. Communication via radio and/or cellular phone is appropriate. It is preferred that a backup, secondary means of communication also be available. It is the Agency's responsibility to provide them. If the Department purchases a radio(s), the Agency must fund the purchase at the time the Contract is signed. Check the box for the type of radio and fill in the Per Unit Cost for the type of radio, Number of Units, and Total Cost columns. Leave the Total Cost column blank if a radio(s) is not being purchased at this time. Check applicable boxes ("Bill to Agency", "Provided by Agency" and "Already Exists") for each radio.

**NOTE:** All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department at no cost to the Agency upon the end or termination of this Contract.

**Section V.**

The total funds the Agency must provide at the time the contract is signed will be displayed here when the form is properly filled out.

**Section VI.**

The total funds the Agency will owe contractually, and pay in equal quarterly payments, will be displayed here.

**Section VII.**

The total funds associated with the Contract, to be paid by the Agency as indicated in Sections V. and VI., will be displayed here.

**Section VIII.**

Any agreement in this area will be billed separately as charges are incurred.