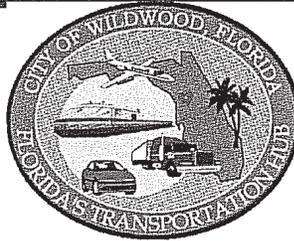


# Agenda



# 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

June 28<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. O2010-11, an ordinance rescinding Ordinance O2010-04 reclassifying zoning; providing terms and conditions; amending official zoning map, etc. (Attachments – Staff Recommends Approval)
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\* Quasi Judicial Hearing

### 2. REPORTS AND PUBLIC INPUT

- **SPECIAL PRESENTATION:** By Karen Krauss, Supervisor of Elections, and Jerri Blair, City Attorney regarding city election issues – discussion with commission (Attachments - Board Option)
  - 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 June 7<sup>th</sup>, 2010 (Attachments – Staff recommends approval)
2. Minutes of Regular Meeting held on June 14<sup>th</sup>, 2010(Attachments – Staff recommends approval)

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

1. None

**c. RESOLUTIONS FOR APPROVAL:**

1. Resolution No. R2010-19, a resolution finding a unique opportunity and sole source purchasing opportunity relative to treatment and composting of domestic wastewater residuals treatment (Attachments – Staff Recommends Approval)

**d. APPOINTMENTS**

1. None

**e. CONTRACTS AND AGREEMENTS**

1. Second Amendment to the Amended and Restated Agreement for the Development of County Roads 466-A, 462, and 139 for review/approval (Attachments – Staff Recommends Approval)
2. Contract for the Hauling, Treatment and Composting of Domestic Wastewater Residuals with C & C Peat Co., Inc., (Attachments – Staff Recommends Approval)
3. Contract for the Composting of Domestic Wastewater Residuals with Compost USA (Attachments – Staff Recommends Approval)

**f. FINANCIAL**

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

**g. GENERAL ITEMS FOR CONSIDERATION**

1. Discussion regarding City Manager's Evaluation : Attachments)

**4. ADJOURN:**

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**NOTES – NO ACTION REQUIRED:**

- a. None

**REPORTS:**

**CITY MANAGER:**

1. FYI – Copy of the plaque received from DCA – Planning Excellence Award presented to the City of Wildwood (Attachment)
2. FYI – FDOT response to emergency signal light at US301 and Rutland Avenue (Attachments)
3. FYI – Update on privatization of refuse services (NO Attachment)
4. FYI – Update on Gamble Street retention (NO Attachment)
5. FYI – Update on IT (Information Technology) (NO Attachment)

## 1. TIMED ITEMS AND PUBLIC HEARINGS

|                |                                                   |                                                                                                                                                                                                       |
|----------------|---------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 7:00 PM<br>(a) | PUBLIC HEARING<br>– 2 <sup>nd</sup> Final Reading | Ordinance No. O2010-11, an ordinance rescinding Ordinance O2010-04 reclassifying zoning; providing terms and conditions; amending official zoning map, etc. (Attachments – Staff Recommends Approval) |
|----------------|---------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## CITY COMMISSION OF THE CITY OF WILDWOOD

### EXECUTIVE SUMMARY

**SUBJECT:** Parkwood PUD Ordinance Amendment

**REQUESTED ACTION:** \_\_\_\_\_

Work Session (Report Only)

Regular Meeting

**DATE OF MEETING:** \_\_\_\_\_

6/28/10

Special Meeting

**CONTRACT:**  N/A

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

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

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

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

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

Annual

Capital

N/A

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

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

**HISTORY/FACTS/ISSUES:**

Parkwood Sumter Properties, Inc., requested a reduction of the rear set-backs on lots 279-283 from 10' to 5' from accessory and primary structures. The requested changes went before the Planning and Zoning Board on June 6, 2010 and the Special Magistrate recommended favorable approval. The changes were summarized in Ordinance 2010-11 which had 1<sup>st</sup> reading on June 14, 2010.

Melanie Peavy  
Development Services Director

## ORDINANCE #2010-11

**AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, COUNTY OF SUMTER, STATE OF FLORIDA,; RECLASSIFYING THE ZONING FROM COUNTY RPUD TO CITY PLANNED UNIT DEVELOPMENT FOR CERTAIN PROPERTY WITHIN THE CITY OF WILDWOOD, FLORIDA OWNED BY PARKWOOD SUMTER PROPERTIES, INC.; PROVIDING FOR THE TERMS AND CONDITIONS OF THE PLANNED UNIT DEVELOPMENT; PROVIDING FOR CONSISTENCY WITH THE COMPREHENSIVE PLAN; PROVIDING FOR AMENDMENT TO THE OFFICIAL ZONING MAP; ; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; RESCINDING ORDINANCE #2010-04; PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City of Wildwood, FL, annexed the PUD property described below on September 25, 2007. At the time of annexation, the future land use was County High Density Residential and the zoning was County RPUD. Per the City's Land Development Regulations, upon annexation, the County land use and zoning remain applicable until such time as the City amends its comprehensive plan to change the future land use to a City designation and amends the zoning;

WHEREAS, the City of Wildwood, FL agreed to the terms of the Sumter County approved PUD establishing density, lot configurations, amenities and property design;

WHEREAS, the construction plans for "Parkwood Village" dated 11/19/2007 along with a memorandum of agreement between Sumter County and Parkwood Sumter, LLC currently govern the PUD property;

WHEREAS, the developer has requested an amendment to the PUD zoning to allow for a zero lot line setback on all lots whose rear property line is adjacent to the 100' buffer or a dry retention area, with no rear or abutting home, a zero lot line set back on all lots whose rear property line is adjacent to any area not containing a buildable lot or abutting home and a 10' set back from the road Right-of-Way for those lots located on NE 123<sup>rd</sup> Trail. (Lots specifically listed in Section c. - Residential);

WHEREAS, the City of Wildwood requires a PUD Ordinance to specify terms and conditions of the PUD zoning.

NOW THEREFORE, 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 Parkwood Sumter Properties, Inc., is located in the City of Wildwood, Florida:

**LEGAL DESCRIPTION:**

A PARCEL OF LAND BEING ALL OF THE NW ¼ OF THE SW ¼ OF SECTION 9, TOWNSHIP 18 SOUTH, RANGE 23 EAST, TOGETHER WITH ALL OF THE NE ¼ OF THE SE ¼ OF SECTION 8, TOWNSHIP 18 SOUTH, RANGE 23 EAST. SAID LANDS LYING IN SUMTER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 9, TOWNSHIP 18 SOUTH, RANGE 23 EAST; THENCE NORTH 89°32'22" WEST ALONG THE NORTH LINE OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 9, TOWNSHIP 18 SOUTH, RANGE 23 EAST, A DISTANCE OF 1324.68 FEET TO THE NORTHEAST CORNER OF THE NE ¼ OF THE SE ¼ OF SAID SECTION 8, TOWNSHIP 18 SOUTH, RANGE 23 EAST; THENCE NORTH 89°32'42" WEST ALONG THE NORTH LINE OF THE NE ¼ OF THE SE ¼ OF SAID SECTION 8, TOWNSHIP 18 SOUTH, RANGE 23 EAST, A DISTANCE OF 1337.48 FEET TO THE NORTHWEST CORNER OF THE NE ¼ OF THE SE ¼ OF SAID SECTION 8, TOWNSHIP 18 SOUTH, RANGE 23 EAST; THENCE SOUTH 00°20'46" WEST ALONG THE WEST LINE OF THE NE ¼ OF THE SE ¼ OF SAID SECTION 8, TOWNSHIP 18 SOUTH, RANGE 23 EAST, A DISTANCE OF 1323.66 FEET TO THE SOUTHWEST CORNER OF THE NE ¼ OF THE SE ¼ OF SAID SECTION 8, TOWNSHIP 18 SOUTH, RANGE 23 EAST; THENCE SOUTH 89°30'54" EAST ALONG THE SOUTH LINE OF THE NE ¼ OF THE SE ¼ OF SAID SECTION 8, TOWNSHIP 18 SOUTH, RANGE 23 EAST, A DISTANCE OF 1336.63 FEET TO THE SOUTHWEST CORNER OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 9, TOWNSHIP 18 SOUTH, RANGE 23 EAST; THENCE SOUTH 89°28'04" EAST ALONG THE SOUTH LINE OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 9, TOWNSHIP 18 SOUTH, RANGE 23 EAST, A DISTANCE OF 1325.21 FEET TO THE SOUTHWEST CORNER OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 9, TOWNSHIP 18 SOUTH, RANGE 23 EAST; THENCE NORTH 00°21'37" EAST ALONG THE EAST LINE OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 9, TOWNSHIP 18 SOUTH, RANGE 23 EAST, A DISTANCE OF 1326.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,526,072 SQUARE FEET (80.9475 ACRES) MORE OR LESS, INCLUDING RIGHT-OF-WAY.

- b. The above-described property shall be referred to in this ordinance as the PUD property.

**Section 2:**

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 ordinance 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.
2. Where in conflict, the terms of this ordinance 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. Create an attractive and high-quality environment which is compatible with the scale and character of the local environment;
  - ii. Protect and enhance the environment, and promote sustainable development principles;
  - iii. Develop a residential area that is safe, comfortable and attractive to pedestrians;
  - viii. Maximize open space in the development.

b. Land Uses

The Planned Unit Development is residential in nature and elements in the plan include single family residential, clubhouse pool area and open space areas. The proposed conceptual plan is attached hereto as exhibit "A".

Total Project: 80.947 acres

Residential: 48.485 acres

Amenities/Recreation 4.950 acres

|               |              |                     |
|---------------|--------------|---------------------|
| Open Space:   | 26.447 acres | Exceeds 25% minimum |
| Dedicated ROW | 1.065 acres  |                     |

Non-substantial deviations from the acreages shall be allowed provided there is no increase in density or intensity.

The residential component of the development consists of 378 single family residential units on approximately 48.5 acres. The maximum density shall be 6 units per acre. The project may contain a mix of residential uses.

Single Family Lot Set-Backs

Front – 25 feet  
Side – 10 feet  
Side – zero lot line  
Rear – 10 feet with the exception of properties listed below

Zero lot line set back shall apply on all lots whose rear property line is adjacent to the 100' buffer or a dry retention area, with no rear or abutting home, more specifically:

Lots 1-18  
Lots 27  
Lots 35-37  
Lots 45  
Lots 57-59  
Lots 76-83, 89  
Lots 142-197  
Lots 203-218  
Lots 245-252  
Lots 256-261  
Lots 264-268  
Lots 284-326

Zero lot line set back on all lots whose rear property line is adjacent to any area not containing a buildable lot or abutting home, more specifically:

Lots 19-24  
Lots 50-53  
Lots 219-235  
Lot 348  
Lots 367-368  
Lots 376-378

The zero rear lot line on the above listed lots, shall apply only to accessory structures. On lots with an approved zero rear lot line for accessory structures, the set back from the house shall be a minimum of 5 feet.

A 15' set back from the road Right-of-Way for those lots located on NE 123<sup>rd</sup> Trail, more specifically:

Lots 25-26  
Lots 73-75  
Lots 198-202  
Lots 236-244  
Lots 271-278  
Lots 327-333

A 5' rear set back from structure and/or accessory structures along those lots abutting the clubhouse area, more specifically:

Lots 279-283

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

c. Recreation

1. The project shall contain a clubhouse, pool, picnic pavilions, sporting areas and playground area.
2. The minimum allocation of open space areas shall be the following 25% of the gross project site or 20.24 acres.

The open space system shall be provided and calculated as specified in the plans originally approved by Sumter County and may include, but not be limited to, project buffer areas, recreation area, landscaped areas, and portions of storm water management system. The open space shall be interconnected wherever possible to provide a continuous network within and adjoining the site.

d. Maintenance of Common Areas

Maintenance and repair of structures, lawn mowing, and landscaping maintenance of all common and residential areas within the Project shall be the responsibility of the property owner, at no cost or obligation to the City. Guidelines shall be agreed upon by the developer and the City of Wildwood. Should the landlord/property owner/developer fail to timely perform these requirements, the City has the right, but not the obligation, to enforce these requirements on the landlord/property owner/developer and be reimbursed for reasonable attorney's

fees, costs and expenses. . A failure by the City to enforce this right shall not constitute a waiver.

e. Enforcement of Rules and Regulations

The developer/owner shall develop and provide rules and regulations which shall be binding and enforceable upon all tenants. Such rules and regulations shall be satisfactory to the City of Wildwood or its designated agent prior to permits being issued for construction of the improvements. If the property owner/landlord fails to enforce the rules and regulations, then the City of Wildwood shall have the right, but not the obligation, to enforce such rules and regulations upon the developer or landlord and the City should be entitled to reasonable attorney’s fees and costs for enforcement regardless of whether or not a suit has been filed. . A failure by the City to enforce this right shall not constitute a waiver.

f. Amendments

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

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

The zoning shall be consistent with City’s Comprehensive Plan.

**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: Ordinance number O2010-04, enacted on September 25, 2007 is hereby rescinded.**

**Section 8: Effective Date.**

This Ordinance shall become effective upon the approval of the City’s 2035 Comprehensive Plan.

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

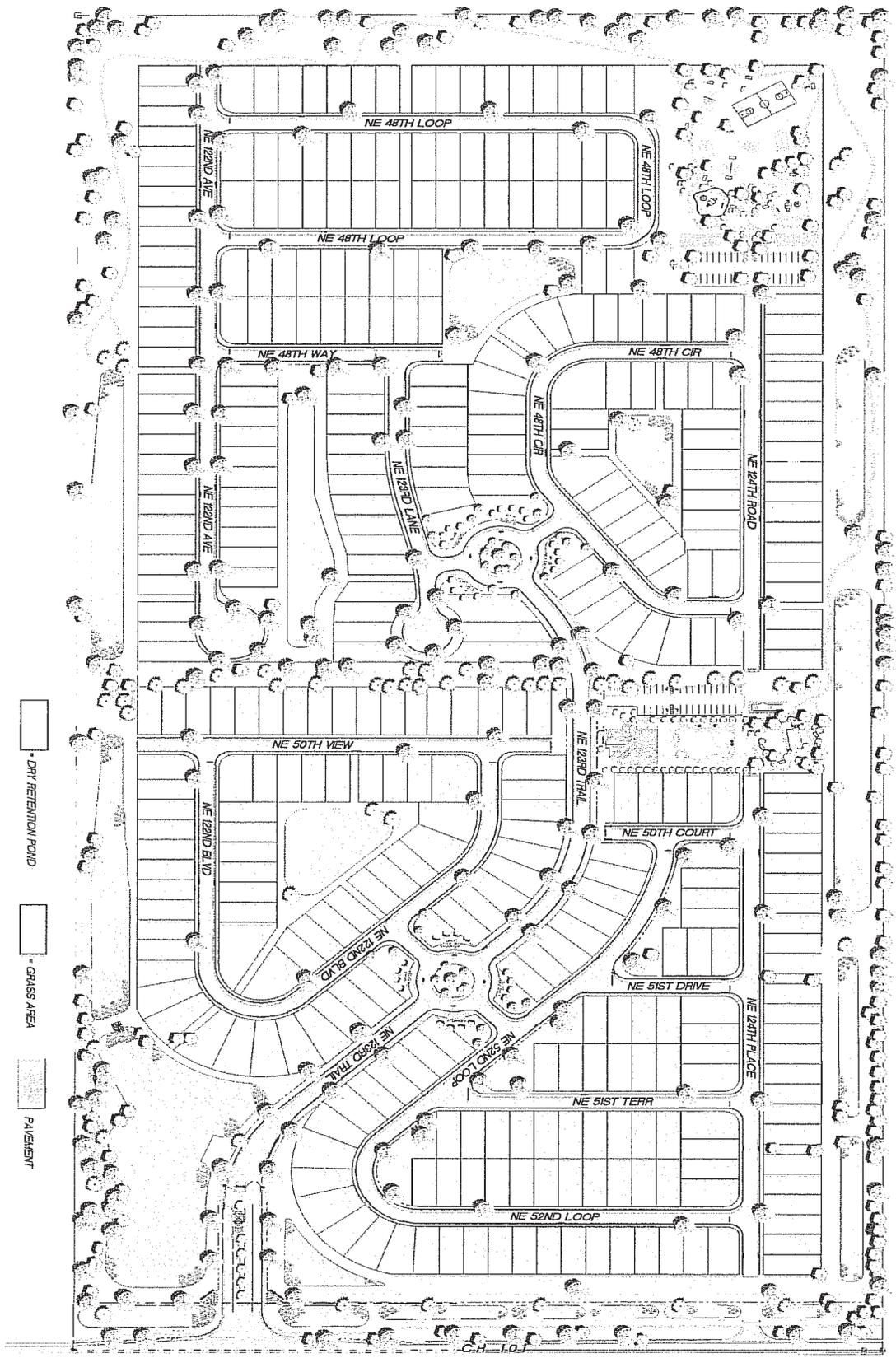
\_\_\_\_\_  
ED WOLF, MAYOR

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

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

Approved as to Form:

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



1. (a). PUBLIC HEARINGS - 2nd FINAL READING - Ordinance No. O2010-11 an ordinance rescinding Ordinance O2010-04 reclassifying zoning; providing terms & conditions; amending official zoning map, etc.



**Legend**

- Roads
- ▨ Villages of Parkwood
- - - Wildwood City Limits



1 inch = 1,500 feet

City of Wildwood, Florida  
Villages of Parkwood





2. **REPORTS AND PUBLIC INPUT**

- **SPECIAL PRESENTATION:** By Karen Krauss, Supervisor of Elections, and Jerri Blair, City Attorney regarding city election issues – discussion with commission (Attachments - Board Option)

**(a) CITY MANAGER:**

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

None

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

(See "f" below)

**(b) CITY ATTORNEY:**

(1)

**(c) CITY CLERK:**

(1)

**(d) COMMISSION MEMBERS:**

(1)

**(e) PUBLIC FORUM:**

(1)

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

1. FYI – Copy of the plaque received from DCA – Planning Excellence award presented to the City of Wildwood (Attachment)
2. FYI – FDOT response to emergency signal light at US301 and Rutland Avenue (Attachments)
3. FYI – Update on privatization of refuse services (NO Attachment)
4. FYI – Update on Gamble Street retention (NO Attachment)

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6/24/2010 Probable Cost for Cities if on County Ballot

<b>Ballots (if race(s) cause 2nd Page)</b>		<b>\$0.25</b>	<b>each page</b>	
Bushnell (voters as of 04/08/2010)	1358	\$339.50		
Center Hill (voters as of 04/08/2010)	410	\$102.50		
Coleman (voters as of 04/08/2010)	485	\$121.25		
Webster (voters as of 04/08/2010)	353	\$88.25		
Wildwood (voters as of 04/08/2010)	2780	\$695.00		
<b>Audio Files</b>				
Contest/Race	1	\$11.70	each	\$11.70
Proposition	1	\$17.20	each	\$17.20
Candidate Name	2	\$8.10	each	\$16.20
Yes	1	\$8.10	each	\$8.10
No	1	\$8.10	each	\$8.10
TOTAL no 2nd page				<b>\$61.30</b>
TOTAL with 2nd page	add city	page cost		

## If Not on County Ballot

Ballots	2500	\$0.25	each	\$625.00	Printer Bills City + shipping
Audio Files					
Setup 1 Language cost	1	\$285.00		\$285.00	
Setup 2nd Language cost (if required)		\$285.00			
Contest/Race cost	1	\$11.70	each	\$11.70	
Proposition cost	1	\$17.20	each	\$17.20	
Candidate Name cost	2	\$8.10	each	\$16.20	
Yes answer for proposition cost	1	\$8.10	each	\$8.10	
No answer for proposition cost	1	\$8.10	each	\$8.10	
Ballot Face (Title) Cost	1	\$11.70	each	\$11.70	
Pollworkers					city pays
Clerk			each		
Deputy			each		
Inspector			each		
Ballot Inspector			each		
VSS			each		
Vss Tech			each		
Ballot Processor			each		
Pollworker Notification Letter & Postage	6	\$0.59	each	\$3.54	
Early Voting Pollworkers Pay			each		city has no Early Voting
Absentee window envelope	50	\$0.25	each	\$12.50	
Absentee certificate envelope	50	\$0.25	each	\$12.50	
Secrecy Sleeve	50	\$0.25	each	\$12.50	
Absentee postage		\$0.64	each		City mails
Election Support Staff/Overtime		\$234.42	each	\$234.42	
Election Night Support Staff/Overtime		\$234.42	each	\$234.42	
Precinct Supplies					
Consumable Precinct Supplies		\$25.00		\$25.00	
Authority Slips (4 to a letter page)	625	\$0.15	each page	\$93.75	
Authority slip Labels	2500	\$0.01	each	\$25.00	
Issue and Return Seals	13	\$0.22	each	\$2.86	
Precinct Summary Form	1	\$0.15		\$0.15	
Precinct Forms	50	\$0.15	each	\$7.50	
Precinct Register	270	\$0.15	per page	\$40.50	
Legal Advertising					City runs ads
Equipment Delivery & Pickup	1	\$50.00		\$50.00	
Sample Ballot Creation	1	\$1.00		\$1.00	
Sample Ballot Copies	25	\$0.15	each	\$3.75	
Sample Ballot Ad					City does ad
Provisional Envelope & Secrecy Sleeve	25	\$1.25	each	\$31.25	price could change
Certificate(s)	1	\$0.50	each	\$0.50	each winner
Letter to Provisional & rejected Absentees	1	\$0.15	each	\$0.15	each rejected ab &
Certified Mail Postage for these letters	1	\$4.34	each	\$4.34	provo received
Pollworker Training Manuals & Materials	6	\$5.00	each packet	\$30.00	
Ballot Layout	1	\$100.00		\$100.00	
Tabulation Equipment	1	\$25.00		\$25.00	
Candidate Books & Laws	2	\$3.00	each	\$6.00	
L&A test Materials (excluding ballots)	1	\$2.00		\$2.00	
Post Election Audit Materials	1	\$5.00		\$5.00	
<b>TOTAL</b>				\$1,946.63	

*Jerri A. Blair, P.A.*

Attorney and Counselor At Law

Jerri A. Blair  
Attorney at Law

131 W. Main St.  
P.O. Box 130  
Tavares, FL 32778-0130  
Lake (352) 343-3755  
Sumter (352) 748-3728  
(352) 343-5301 fax

**MEMO**

TO: Mayor Ed Wolf; Commissioner Commissioner Ronald Allen; Commissioner Pamela Bivins; Commissioner Don Clark; Commissioner Robby Strickland (1338)

FROM: Jerri A. Blair

RE: Elections

DATE: June 23, 2010

CC: Robert Smith (1338); Joseph Jacobs; Marena Roberts (1339); Karen Krauss; Terry Baggett; Belinda Chavez

---

Dear Mayor and Commissioners:

Karen Krauss has been working with Robert Smith, Joseph Jacobs, Marena Roberts and me and with the other cities within Sumter County about the possibility of coordinating election dates so that the City's election would fall on the same date as the general election in November. This could be cost saving for the City. Ms. Krauss will be presenting information about the costs to the City at the meeting of June 28<sup>th</sup>.

In order to accomplish the change that is being suggested by Ms. Krauss, the City would need to do several things. These include:

1. We would need to enter into an agreement with the Elections Supervisor to provide for payment of any costs associated with the City's use of the general election. It is my understanding that this would be a very minimal cost. The Supervisor will be sending me the proposed contract and I will then bring it to you.
2. Under Mrs. Krauss' plan, her office would take over all aspects of the City's election procedure. She would be in charge of qualifying the candidates and canvassing and judging the elections. Her qualification period is June so City candidates would need to declare and qualify through her office in June. Accordingly, there would be a longer period for running. The election would occur on the Tuesday after the first Monday in November which would move up the City's election date. The City could leave the date a candidate takes office in January or change it so that you would take office at the next meeting or some other time. There would be a full two months before the new commission takes office if you leave it in January.

3. We would need to make several changes to our Charter. Some of the changes could be made by ordinance without the need of a referendum vote which is normally required when a charter change is made. However, some of the changes do need a referendum and the Commission needs to decide whether or not to make all changes by referendum or only those that are necessary for change by referendum. The only benefit to making all of the changes by referendum is that then your citizens will have chosen whether to extend your terms and other matters which will have to be a part of this change over. We will not be able to utilize the general election this year for the purpose of making the charter change because it is my understanding there are a number of other referendum issues on the November ballot and the elections supervisor would prefer the cities to make their changes at their current election dates.

4. The changes the City would need to make include:

a. The City will need to change its qualifying date if the elections supervisor is in charge of qualifying but the Charter language is general on that issue so no text change is necessary. However, our Charter currently provides that qualifying occurs through the clerk's office. Although we could change the date of any qualification period through use of an ordinance (without a referendum), the change from the clerk's office to the elections supervisor is a change that will require a referendum. Accordingly, we will need to change by referendum Section 5-7 of the Charter so that qualification occurs through the elections supervisor. I suggest we keep your options open in the future if you decide you would prefer to have elections go through the City as opposed to being on conducted by the Elections Supervisor. Since the modification of the Charter requires a referendum normally, I recommend leaving language as general as possible. I would suggest that we add language which gives the City the ability to change back without a referendum if it wishes to do so. I have included this in the proposed ordinance attached hereto. The bottom line is Section 5-7 will have to be changed by referendum to allow the elections supervisor to do qualifications.

b. We will also need to change the language of Section 5-5 of the Charter by referendum. This is the section of the Charter related to canvassing. Under our current Charter, the City Commission is the judge of the election and qualification of its members. If we move to the procedure Mrs. Krauss is recommending, she would act as the qualifier and canvasser. It is my understanding these items are already in her budget and would not cost the City. Thus, instead of filing with the clerk, a candidate would file with the elections supervisor, and instead of the Commission accepting the results of the election, the elections supervisor would certify those results. This change would have to be done by a referendum.

c. We also need to change Section 5-1 of the Charter which provides for the time for the election and the time for holding office. In order to have available for the Commission the use of the general election, our elections have to occur only in even numbered years. Under our old elections system that did not matter because we were on our own separate date. However, the elections statute provides that general elections are held every two years in even numbered years. Thus, to put ourselves into the County cycle, we would need to extend the seats that were elected in 2009 from 2013 to 2014. The seats which were elected in 2008 will extend to 2012 and that fits into the already existing election supervisor's cycle. The change in the terms to an even numbered year and the extension of the existing seat are both things that may be done by ordinance without the need of a referendum based upon existing statutes including Section 100.3605(2), Florida Statutes. The City would not have to have a referendum on this particular section of the charter change. The City could however include this as a part of the referendum if the City decided it wished to do so.

d. I am also suggesting one other change just for clarification. Under existing law, the City's election is treated as a general election which means there is one election with no runoff.

The person who gets the most votes (even if only one more) is the winner. I would also suggest we enact an ordinance stating that the City's election shall be treated as a general election without the need of any kind of run off. The only reason that I add this is because even though Ms. Krauss has come to the conclusion that the City does not have to go through a run off, there was some confusion about this to start with. There is state statute that applies to nonpartisan elections, which is actually directed at offices that are statutorily required to be on the general election calendar. The City's election is not statutorily required to be on the general election ballot so the statute does not apply. That statute requires runoffs. To avoid the possibility of having to do run offs in the future, I suggest we have this in place. Ms. Krauss thought originally because it was nonpartisan election it would require a run off in September. Even though she now agrees it does not, a future elections supervisor might not and a run off would add expense to the City budget. This would be more expensive for the City and the reason Mr. Smith was initially interested in the process was cost savings to the City. Our Charter says we follow state law for an election procedure unless it is contrary to the Charter or an ordinance. To avoid confusion in the future, I suggest we also do an ordinance which sets out that there is only one election and no run offs are required. No referendum would be required.

**ORDINANCE NO. O2010-\_\_\_\_**

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA; PROVIDING FOR AMENDMENT OF SECTIONS 5-1, 5-5 and 5-7 OF THE CITY OF WILDWOOD CHARTER; PROVIDING THAT ELECTIONS SHALL BE HELD IN NOVEMBER AT THE TIME OF THE GENERAL ELECTION; PROVIDING THAT THE ELECTIONS SUPERVISOR MAY BE THE JUDGE OF ELECTIONS; PROVIDING THAT QUALIFYING OF CANDIDATES MAY OCCUR THROUGH ELECTIONS SUPERVISOR; PROVIDING FOR PLACEMENT OF SAID CHANGES ON THE BALLOT FOR REFERENDUM VOTE; PROVIDING FOR AN EFFECTIVE DATE.

DRAFT

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 wishes to change the date of elections for city officials to the date of the 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. Section 5-1 of the City of Wildwood Charter, is 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 even numbered 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 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 2. Section 5-5 of the City of Wildwood Charter, is 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 elections supervisor for qualifying and canvassing, the city commission shall be the judge of the election and qualification of its members, subject to review by the courts.

2. If the city commission is acting as judge of 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 election supervisor to be judge of the election and qualification of candidates. If the city commission provides the election supervisor with such authority, then the election supervisor shall be judge of the election and qualification of candidates. Once an ordinance is enacted authorizing the elections supervisor as judge of the election and qualifications of candidates, the elections supervisor shall remain the judge at all subsequent elections unless the city commission enacts a subsequent ordinance retaining such responsibility to the City. Any such ordinance

must be enacted and provided to the elections supervisor at least one year prior to the next general election.

SECTION 3. Section 5-7 of the City of Wildwood Charter, is 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 election supervisor to qualify 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 election supervisor, the candidate shall qualify upon application to the election supervisor.

SECTION 4. 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 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 even numbered 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 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

B. 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 elections supervisor for qualifying and canvassing, the city commission shall be the judge of the election and qualification of its members, subject to review by the courts.

2. If the city commission is acting as judge of 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 election supervisor to be judge of the election and qualification of candidates. If the city commission provides the election supervisor with such authority, then the election supervisor shall be judge of the election and qualification of candidates. Once an ordinance is enacted authorizing the elections supervisor as judge of the election and qualifications of candidates, the elections supervisor shall remain the judge at all subsequent elections unless the city commission enacts a subsequent ordinance retaining such responsibility to the City. Any such ordinance must be

enacted and provided to the elections supervisor at least one year prior to the next general election.

Yes  
 No

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

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

Unless the city commission has voted to authorize the election supervisor to qualify 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 election supervisor, the candidate shall qualify upon application to the election supervisor.

Yes  
 No

SECTION 5. These questions shall be placed on the ballot at the next general election in November, 2010.

SECTION 6. 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 7. 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 of the election.

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



# Planning Excellence Award

*Presented by the  
Florida Department of Community Affairs*

*to*

## City of Wildwood

—  
For  
Long Range Planning and Intergovernmental Coordination  
—

2010



# Florida Department of Transportation

CHARLIE CRIST  
GOVERNOR

719 South Woodland Boulevard  
DeLand, FL 32720-6834

STEPHANIE C. KOPELOUSOS  
SECRETARY

June 21, 2010



Mr. Robert Smith  
City Manager  
City of Wildwood  
100 North Main Street  
Wildwood, Florida 34785

Re: Section 18010 - US 301  
Sumter County

Dear Mr. Smith:

We completed our safety and operations review at the intersection of US 301 and Rutland Avenue.

We found that an emergency signal is not recommended at this time, given the generally good safety history at this location, as well as current intersection conditions and observed operations. While one of the emergency signal warrants was met, the analysis showed that the other warrants do not apply, indicating it is not an optimum location for an emergency signal.

Intersection conditions show that traffic volumes on US 301 were moderate to low, and adjacent signals at CR 44A (Huey Street) and CR 466A (Cleveland Avenue) allow controlled access to US 301. In addition to this, since the fire station is not located on the mainline, the fire trucks do not impede US 301 traffic for extended time periods by backing into or entering a driveway located directly on the mainline.

Operationally, frequent gaps were observed in US 301 traffic, allowing vehicles to enter US 301 traffic from Rutland Avenue. Also, fire trucks currently access US 301 using Rutland Avenue and Hall Street; factors such as pavement width and curb radii were suitable along either route to US 301. Queues from adjacent traffic signals were not observed to back up to Rutland Avenue nor impede vehicles wishing to exit from the side streets between the signals.

We also considered the request for a signalized pedestrian crossing at Rutland Avenue. During the study, no pedestrian conflicts were observed. Traffic volumes on US 301, taken together with the pedestrian volumes counted in the vicinity do not justify the installation of a signalized pedestrian crossing. We would be willing to review this location in the future should conditions change significantly. A copy of our study outlining the aforementioned analysis is enclosed.

Sincerely,

Richard B. Morrow, P.E.  
District Traffic Operations Engineer  
District Five

RBM:kem:cac  
Enclosure

cc: Mr. Jackey Jackson  
Mr. Allen Mattox

**FINAL  
COMPOSITE STUDY**

**FOUR-HOUR TURNING MOVEMENT COUNT  
QUALITATIVE ASSESSMENT  
COLLISION ANALYSIS**

For

US 301 at RUTLAND AVENUE

SUMTER COUNTY  
SECTION 18010  
MP 23.401

Prepared for:

THE FLORIDA DEPARTMENT OF TRANSPORTATION  
DISTRICT 5

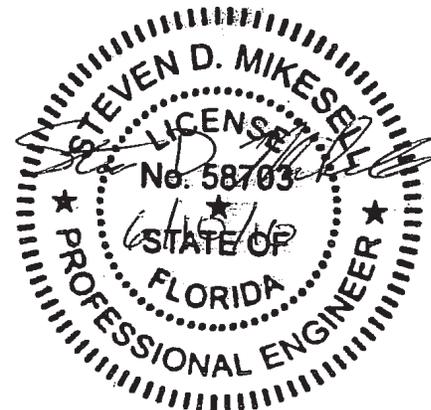
Districtwide Continuing Services Contract for Traffic Operations  
Financial Project ID: 237987-1-32-12  
Contract No.: C-8L68  
HNTB No.: 41775-PL-083-001

Prepared by:

**HNTB**

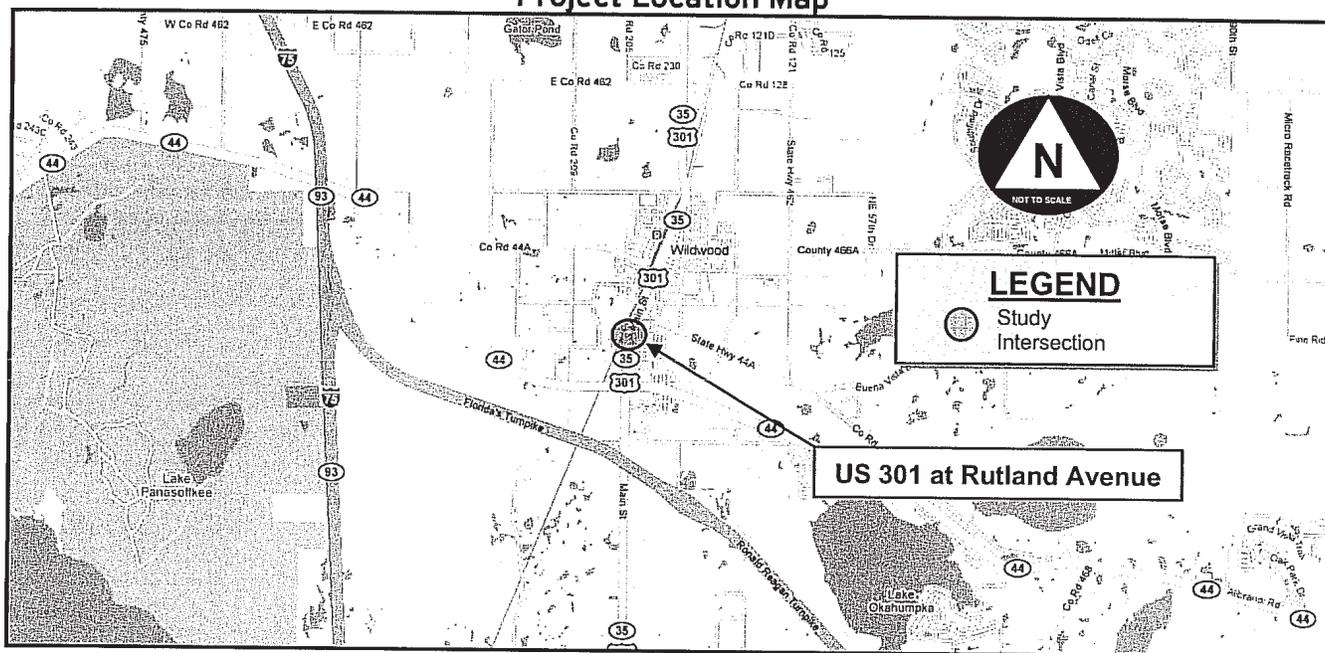
Lake Mary, Florida

June 10, 2010



Professional Engineer: Steven Mikesell  
P.E. Number: 58703

**Project Location Map**



**Summary of Existing Conditions**

Feature	Description
Main Street	<ul style="list-style-type: none"> <li>US 301 (Main Street)</li> </ul>
Side Street	<ul style="list-style-type: none"> <li>Rutland Avenue</li> </ul>
Area Location	<ul style="list-style-type: none"> <li>The intersection is located approximately 1.0 mile north of SR 44 in the City of Wildwood.</li> </ul>
Surrounding Development	<ul style="list-style-type: none"> <li>Commercial developments at the intersection and residential in the area.</li> </ul>
Land Uses at Intersection	<ul style="list-style-type: none"> <li>Northeast- Chiropractic Office</li> <li>Southwest- SNJ Discount Beverages</li> <li>Northwest- Pesco Auctions</li> <li>Southeast- Wildwood Quality Cleaner</li> </ul>
Traffic Control	<ul style="list-style-type: none"> <li>The side streets are under stop control.</li> </ul>
Adjacent Signalized Intersections	<ul style="list-style-type: none"> <li>SR 44A (Huey Street)/US 301 approximately 0.24 miles to the south.</li> <li>CR 466A (Cleveland Avenue)/US 301 approximately 0.29 miles to the north.</li> </ul>
US 301	<ul style="list-style-type: none"> <li>Cross Section- Five-lane undivided highway, with paved shoulders, and a two-way center left-turn lane; closed drainage</li> <li>Posted Speed Limit- 35 mph</li> <li>North Approach- Two through lanes with a center left turn lane</li> <li>South Approach- Two through lanes with a center left turn lane</li> <li>Utilities- East side of both approaches</li> <li>Street Lighting- On utility poles along the east side of US 301. Decorative lighting along both sides of US 301, north of Rutland Avenue.</li> </ul>
Rutland Avenue	<ul style="list-style-type: none"> <li>Cross Section- Two-lane undivided road with open drainage</li> <li>Posted Speed Limit - 25 mph</li> <li>East Approach- One multipurpose lane</li> <li>West Approach- One multipurpose lane</li> <li>Utilities- None provided.</li> <li>Street Lighting- None provided.</li> </ul>
Other Features	<ul style="list-style-type: none"> <li>Rutland Avenue terminates at railroad tracks, approximately 150 feet west of the intersection.</li> </ul>

---

## QUALITATIVE ASSESSMENT

The intersection of US 301 at Rutland Avenue was observed by a registered professional engineer during the AM and PM peak periods to assess the existing operating conditions and to determine what, if any, improvements could be done to improve the safety and efficiency at the intersection.

*Request:* A request was made by Florida Department of Transportation to perform an operational review at this intersection, with respect to the need for an emergency signal for the Fire Department that would also function as a pedestrian crossing.

*Operations:* Operations include the efficiency of operation and interaction of motor vehicles, pedestrians and bicyclists at the intersection. Following are the observations relating to these factors:

### General

- The traffic volumes on US 301 are moderate throughout the 4-hour count period from 2:00-6:00 PM, averaging approximately 1,521 vehicles per hour in the count period. The heaviest turning movement on US 301 is the northbound right turn movement with 22 vehicles per hour (vph) from 3:00-4:00 PM. Motorists on US 301 appeared to be traveling at or above the posted speed of 35 mph.
- The traffic volumes on Rutland Avenue were low throughout the count period, averaging 29 vehicles per hour during the 4-hour count period. The heaviest turning movement on Rutland Avenue is the eastbound right turn movement, with 13 vehicles from 2:00-3:00 PM.
- A large percentage of heavy vehicles were observed along US 301 in both directions. The turning movement counts indicated that the percentage of trucks at the intersection during the four-hour count period was approximately 9%.
- The sight distance along US 301 from both Rutland Avenue approaches is obstructed from the approach stop bar locations due to buildings at the corners of the intersection. Stopped vehicles must pull past the stop bar and into the pedestrian crosswalks to achieve desirable views of both directions in order to find acceptable gaps in traffic. However, no conflicts with turning movements from Rutland Avenue onto US 301 were observed at the intersection during the peak hour observations.
- A two-way left turn lane exists along US 301 in the vicinity of the intersection. A number of driveways and side-street approaches exist along the corridor. Although turning movements were observed to be relatively light, occasional minor conflicts were observed with traffic turning within the two-way left turn lane.
- Little to no delay was observed for the Rutland Avenue turning movements during the peak periods. A maximum queue of two vehicles was observed for both the eastbound and westbound approaches. A maximum queue of one vehicle was observed for both left turn movements from US 301 onto Rutland Avenue.

- A fire station exists at the corner of Rutland Avenue and Gamble Street, approximately 500 feet east of the study intersection. The address of Fire Station 31 is 227 Hall Street, in Wildwood, Florida. It is located between Rutland Avenue and Hall Street, with access onto both streets. Fire trucks were positioned to exit the station onto Hall Street. According to the Sumter County Fire Rescue Department, this fire station responded to 2,178 calls in 2009. No calls were observed during the peak hour observations. Gamble Street parallels US 301 between CR 44A (Huey Street) and CR 466A (Cleveland Avenue), the two adjacent signalized intersections along US 301. Both of these signalized intersections are approximately a quarter of a mile from the study intersection, and offer a controlled access onto US 301. These roadways appear to have adequate pavement widths and curb radii to allow fire trucks to maneuver along these routes. In addition to this, gaps in US 301 traffic were prevalent, and would allow for fire trucks to from either Rutland Avenue or Hall Street. Section 3.4 of FDOT's Traffic Engineering Manual specifies the four conditions where an emergency traffic control signal may be warranted. Although the minimum traffic volumes for Warrant 1 are met for US 301, the fire station is not located directly on the main arterial, so fire trucks do not block mainline traffic by entering or backing into a direct-access driveway and are not affected by normal traffic queues from adjacent signalized intersections. Therefore, Warrants 2, 3, and 4 do not apply to this location. **Since there are adjacent signalized intersections and access to US 301 from the fire station is adequate, an emergency signal is not recommended.**
- In addition to counts conducted at the intersection, pedestrian/bicycle counts were collected for the expanded area of Chairs Street (MP 23.213) to Oxford Street (MP 23.501) to determine the need for a designated pedestrian crossing at Rutland Avenue. Based on these counts it was determined that most of the pedestrians and bicyclists crossed near the intersection of Rutland Avenue. Two bicyclists were observed crossing US 301 near Hall Street and one pedestrian crossed US 301 near Wonders Street. All other peds/bikes crossed within one block of Rutland Avenue. A movement sheet summarizing these movements is included in the Appendix.
- Pedestrian/bicyclist traffic counts were conducted at the intersection during the four-hour turning movement count. The counts indicated that 9 pedestrians and 10 bicyclists were observed crossing US 301 and 8 pedestrians and one bicyclist were observed crossing Rutland Avenue during the four hour count period. The maximum number of pedestrians and bicyclists crossing the major street per hour was 6 peds/bikes per hour. **The intersection major street volumes and pedestrian/bicyclist volumes do not meet the minimum thresholds for warranting a traffic signal or a signalized mid-block pedestrian crossing according to the 2009 MUTCD, Warrant 4 (note: the lower thresholds for pedestrians per hour are 133 per hour for the Peak Hour warrant and 107 per hour for the Four-Hour warrant). There are no other significant operational deficiencies related to ped crossings to justify the installation of a signalized mid-block pedestrian crossing at this time.**

Safety: Vehicle, pedestrian and bicycle safety at the intersection are assessed through review of crash reports, identification of significant crash trends and correlation to field conditions. Following are the observations relating to the safety of the intersection:

- 
- There was one collision reported at the study intersection during the 12-month period ending in July 2009. The pedestrian collision involved a vehicle traveling west on Rutland Avenue that struck a pedestrian walking his bicycle south on the east side of US 301 crossing Rutland Avenue. The driver of the vehicle left the scene of the crash without stopping. The pedestrian had suffered minor injuries and no property damage resulted from the collision. The pedestrian collision is not considered correctable through the installation of a signalized mid-block pedestrian crossing.

Maintenance: In addition to observing operational and safety conditions, correctible maintenance items are also identified during the field review. The following is a summary of maintenance items observed at the intersection.

- There were no maintenance items identified at the intersection. The pavement appears to be recently resurfaced with new signing and pavement markings along US 301.

US 301 AT  
RUTLAND AVENUE



SYMBOLS:

- TREES
- POWER POLE
- TELEPHONE POLE
- LIGHT POLE
- SIGNAL HEAD
- HYDRANT
- BUILDING
- MANHOLE
- DRAINAGE INLETS
- SINGLE POST SIGN
- DOUBLE POST SIGN

CONDITION DIAGRAM

DISTRICTWIDE CONTINUING SERVICES CONTRACT FOR TRAFFIC OPERATIONS

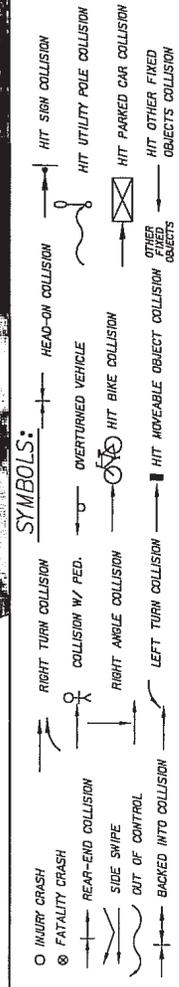
**COLLISION DATA  
 SPOT SUMMARY**

Section: 18010  
 Intersecting Street: US 301 at Rutland Ave  
 Source Data: Hard Copy Crash Reports  
 Study Period: From 8/1/2008 to 7/31/2009 12 Months

Route: US 301  
 County: Sumter  
 City: Wildwood

No.	Long or Short Form	Date and Time		Driver & Vehicle At Fault			Environment			Harmful Event			Contributing Causes						
		Date	Time	Alcohol/ Drugs	Physical Defect	Residence	Vehicle Type	Vehicle Defect	Lighting Condition	Roadway Surface	Weather	Fatal	Injury	Most Severe Injury	Harmful Event	Property Damage	Road Obstruction	Sign/ Citation Issued	Contributing Cause
1	L	12/23/2008	Tuesday	12:30	Unknown	Unknown	Unknown	Unknown	Unknown	Daylight	Dry	Clear	0	0	None	None	None	None	None

US 301 AT  
RUTLAND AVENUE



**COLLISION DIAGRAM**

DISTRICTWIDE CONTINUING SERVICES CONTRACT FOR TRAFFIC OPERATIONS

DATE: 08/11/2011  
TIME: 10:00 AM  
PROJECT: US 301 AT RUTLAND AVENUE

North Approach Photographs



Looking south into intersection along US 301



Looking north from intersection along US 301

South Approach Photographs

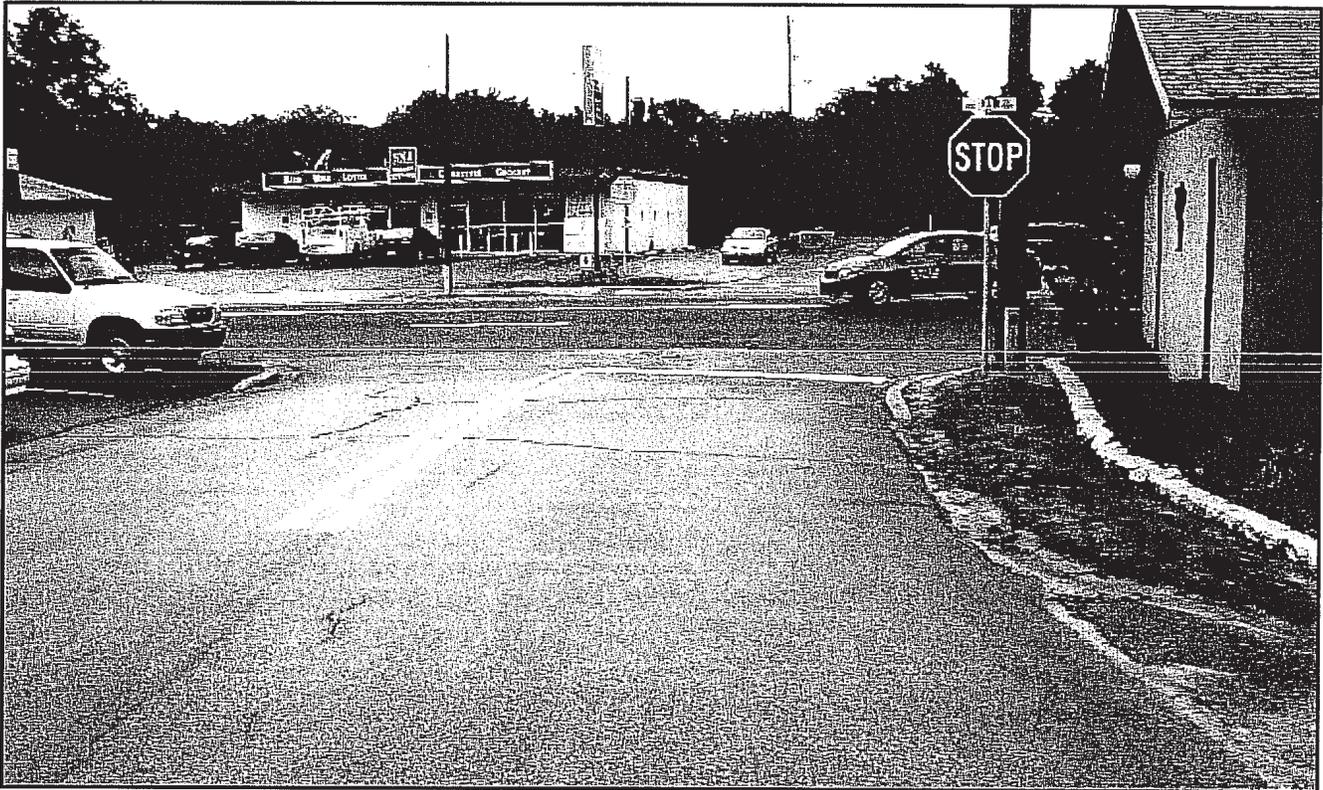


Looking north into the intersection along US 301



Looking south from the intersection along US 301

East Approach Photographs

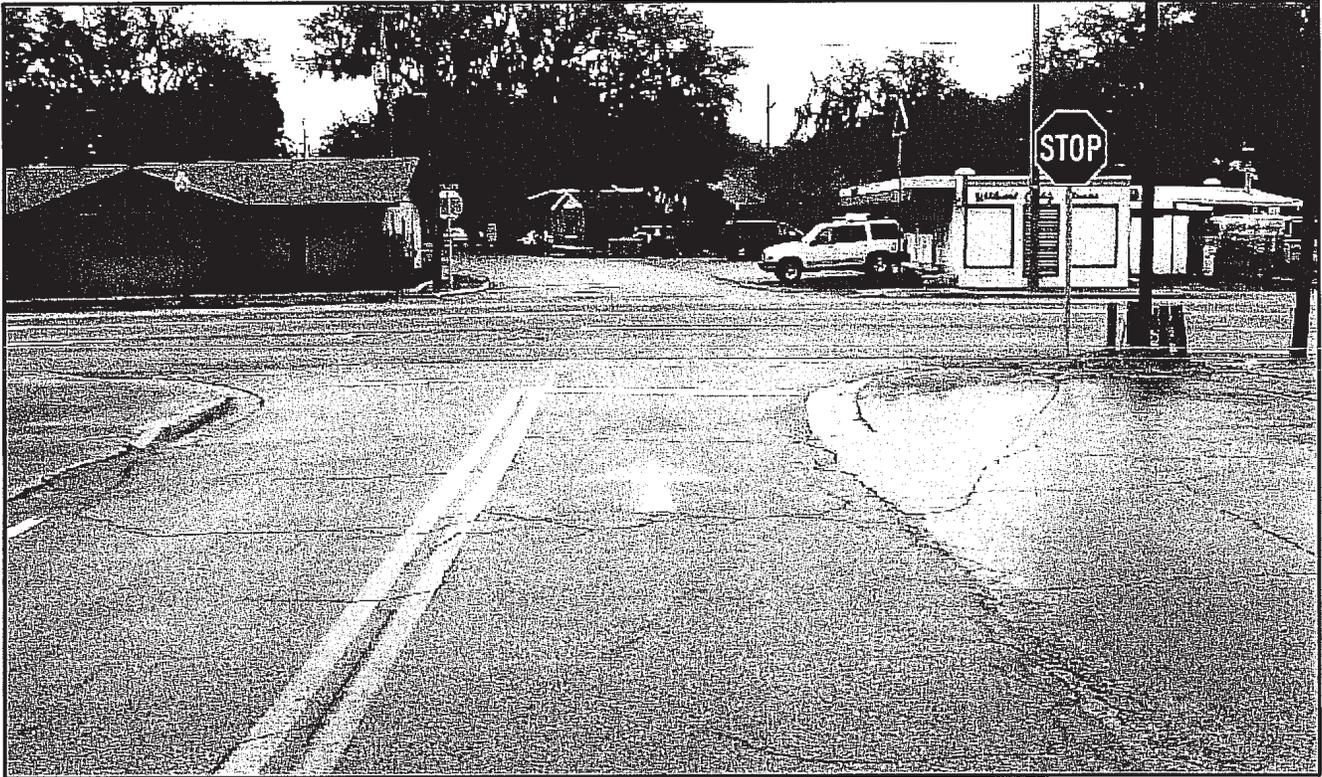


Looking east from the intersection along Rutland Avenue

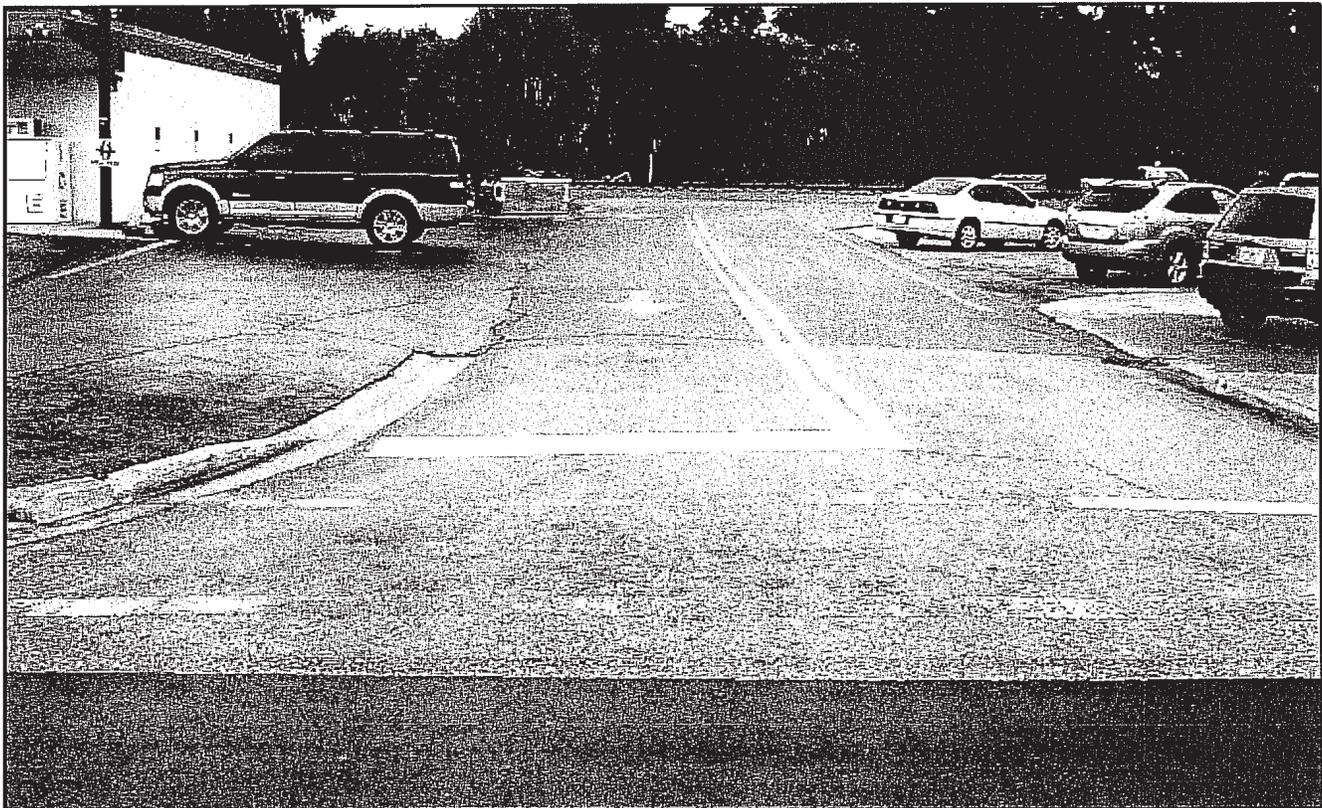


Looking west into the intersection along Rutland Avenue

West Approach Photographs



Looking east into the intersection along Rutland Avenue



Looking west from the intersection along Rutland Avenue

*Qualitative Assessment -US 301 at Rutland Avenue*

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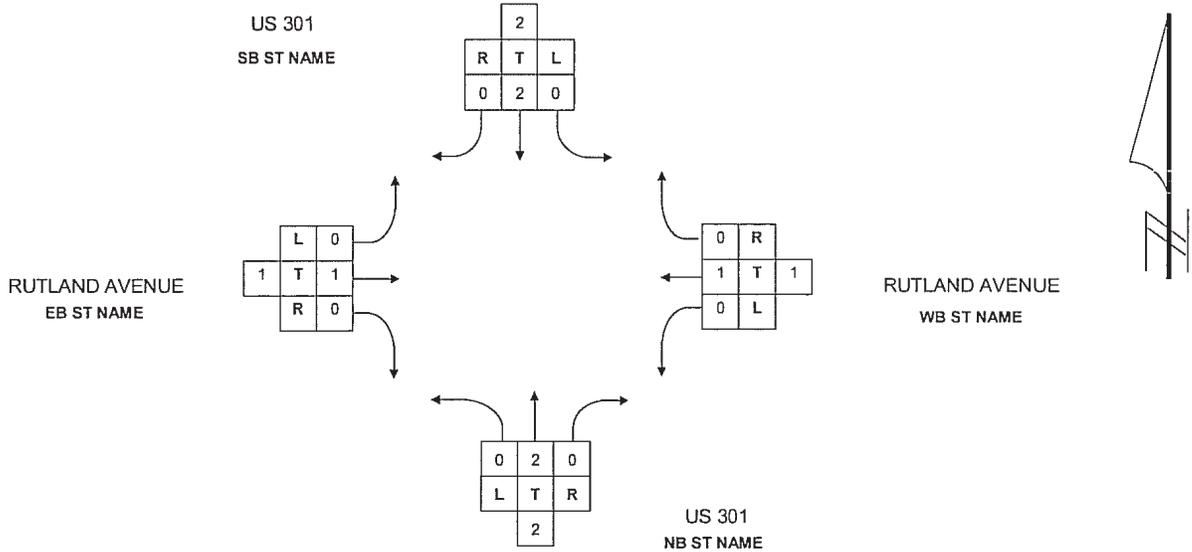
**Appendix**



**SUMMARY OF VEHICLE MOVEMENTS**

SECTION 18010 CITY Wildwood COUNTY Sumter  
 STATE ROUTE US 301 INTERSECTING ROUTE Rutland Avenue  
 OBSERVER DT DATE 5/5/2010 MILEPOST 23.401  
 WEATHER Fair ROAD CONDITION Good  
 REMARKS

FORM COMPLETED BY BM DATE 05/25/10



TIME BEGIN/END	NORTHBOUND					SOUTHBOUND					TOTAL N/S	EASTBOUND					WESTBOUND					TOTAL E/W
	L	T	R	U	TOT	L	T	R	U	TOT		L	T	R	U	TOT	L	T	R	U	TOT	
4 - 5																						
5 - 6																						
6 - 7																						
7 - 8																						
8 - 9																						
9 - 10																						
10 - 11																						
11 - 12																						
12 - 1																						
1 - 2																						
2 - 3	15	728	18	1	762	4	626	9	0	639	1,401	8	2	13	0	23	4	1	5	0	10	33
3 - 4	8	783	22	0	813	7	752	6	0	765	1,578	5	14	5	0	24	4	4	7	0	15	39
4 - 5	5	862	21	0	888	7	754	6	0	767	1,655	5	0	7	0	12	8	1	2	0	11	23
5 - 6	3	739	13	0	755	12	676	5	0	693	1,448	6	0	4	0	10	6	0	5	0	11	21
6 - 7																						
7 - 8																						
8 - 9																						
9 - 10																						
10 - 11																						
11 - 12																						
<b>TOTAL</b>	<b>31</b>	<b>3,112</b>	<b>74</b>	<b>1</b>	<b>3,218</b>	<b>30</b>	<b>2,808</b>	<b>26</b>	<b>0</b>	<b>2,864</b>	<b>6,082</b>	<b>24</b>	<b>16</b>	<b>29</b>	<b>0</b>	<b>69</b>	<b>22</b>	<b>6</b>	<b>19</b>	<b>0</b>	<b>47</b>	<b>116</b>

Percentage	1%	97%	2%	0%		1%	98%	1%	0%			35%	23%	42%	0%		47%	13%	40%	0%		
Maximum	15	862	22	1		12	754	9	0			8	14	13	0		8	4	7	0		
Minimum	3	728	13	0		4	626	5	0			5	0	4	0		4	0	2	0		

FLORIDA DEPARTMENT OF TRANSPORTATION

PEDESTRIAN MOVEMENT SUMMARY

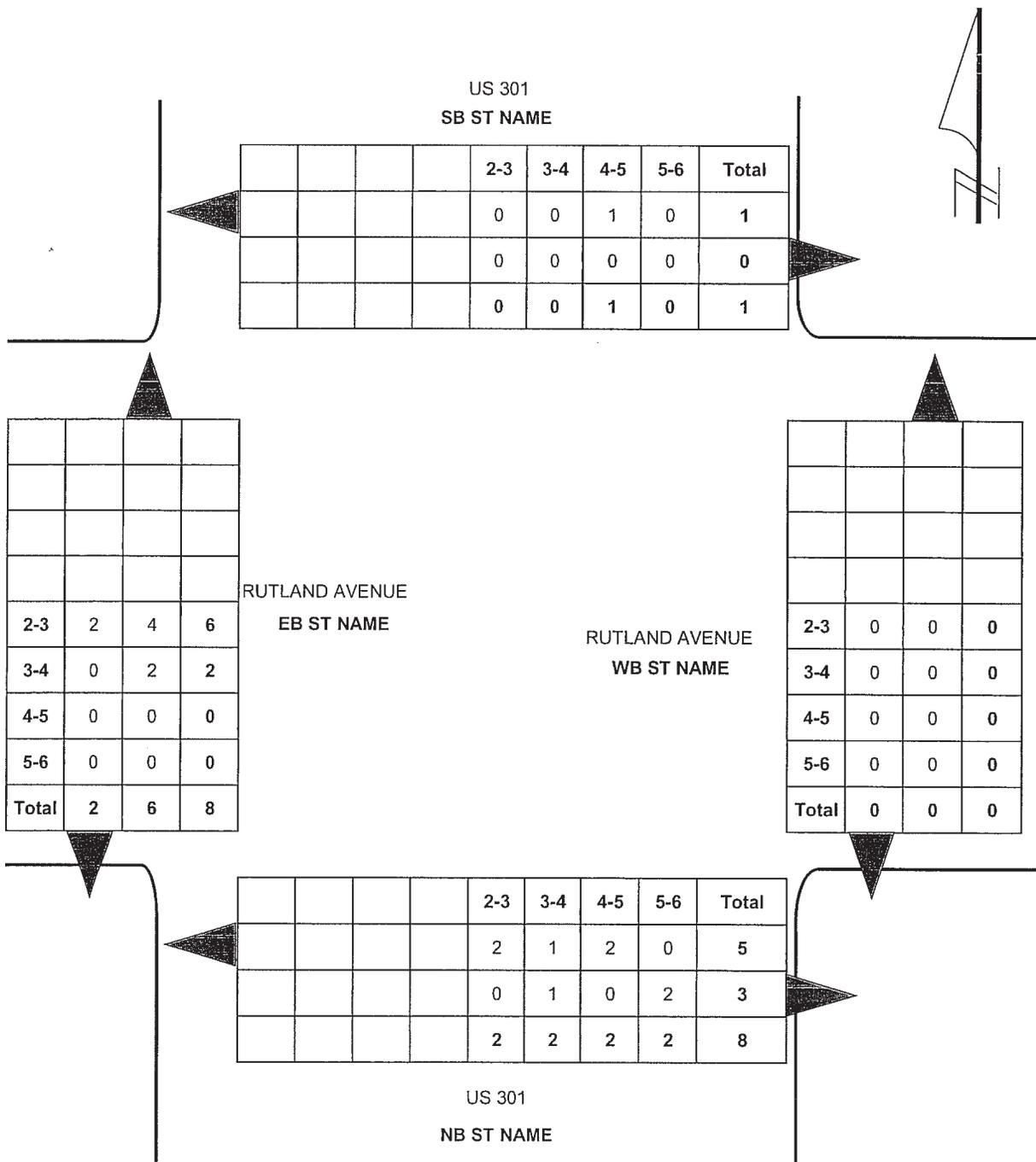
SECTION 18010  
 STATE ROUTE US 301  
 OBSERVER DT

CITY Wildwood  
 Rutland Avenue Rutland Avenue  
 DATE 5/5/2010

COUNTY Sumter  
 MILEPOST 23.401

REMARKS

FORM COMPLETED BY BM DATE 05/25/10



FLORIDA DEPARTMENT OF TRANSPORTATION

**BICYCLE MOVEMENT SUMMARY**

SECTION 18010  
 STATE ROUTE US 301  
 OBSERVER DT

CITY Wildwood  
 Rutland Avenue Rutland Avenue  
 DATE 5/5/2010

COUNTY Sumter  
 MILEPOST 23.401

REMARKS

FORM COMPLETED BY BM DATE 05/25/10

US 301  
 SB ST NAME

				2-3	3-4	4-5	5-6	Total
				0	1	1	1	3
				0	1	0	0	1
				0	2	1	1	4



2-3	0	0	0
3-4	0	0	0
4-5	0	0	0
5-6	0	0	0
Total	0	0	0

RUTLAND AVENUE  
 EB ST NAME

RUTLAND AVENUE  
 WB ST NAME

2-3	0	1	1
3-4	0	0	0
4-5	0	0	0
5-6	0	0	0
Total	0	1	1

				2-3	3-4	4-5	5-6	Total
				0	1	2	2	5
				0	1	0	0	1
				0	2	2	2	6

US 301  
 NB ST NAME

**Pedestrian/Bicycle Movement Sheet**

**Observer: BM**

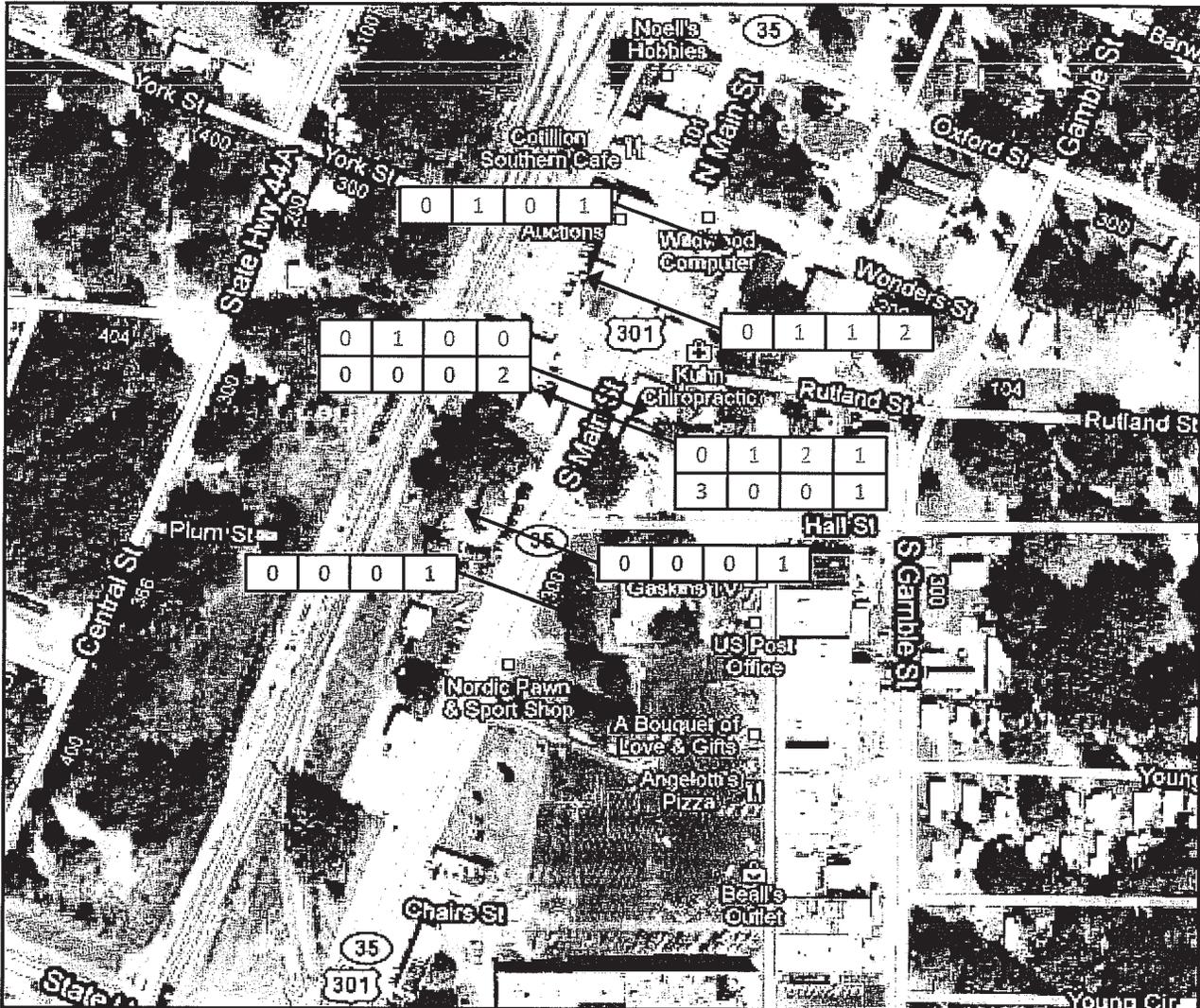
**Date: 5/5/2010**

**Street Name: US 301**

\*Blue indicates pedestrian walking in roadway  
 \*Red indicates bicyclist riding in roadway

2-3	3-4	4-5	5-6
#	#	#	#
#	#	#	#

**US 301 - Chairs Street to Oxford Street**



Source: Google Maps

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

#### **a. MINUTES**

1. Minutes of Special Meeting held on June 7<sup>th</sup>, 2010 (Attachments – Staff recommends approval)
2. Minutes of Regular Meeting held on June 14<sup>th</sup>, 2010 (Attachments – Staff recommends approval)

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

1. None

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

1. Resolution No. R2010-19, a resolution finding a unique opportunity and sole source purchasing opportunity relative to treatment and composting of domestic wastewater residuals treatment (Attachments – Staff Recommends Approval)

#### **d. APPOINTMENTS**

1. None

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

1. Second Amendment to the Amended and Restated Agreement for the Development of County Roads 466-A, 462, and 139 for review/approval (Attachments – Staff Recommends Approval)
2. Contract for the Hauling, Treatment and Composting of Domestic Wastewater Residuals with C & C Peat Co., Inc., (Attachments – Staff Recommends Approval)
3. Contract for the Composting of Domestic Wastewater Residuals with Compost USA (Attachments – Staff Recommends Approval)

#### **f. FINANCIAL**

1. Bills/Invoices (Attachment – Staff Recommends Approval)

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

1. Discussion regarding City Manager's Evaluation (Attachments)

CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA  
SPECIAL CALLED MEETING  
JUNE 7, 2010 – 5:30 P.M.  
CITY HALL COMMISSION CHAMBER

The City Commission of the City of Wildwood met in Special session June 7, 2010 at 5:30 p.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, Development Services Director Peavy. County Administrator Bradley Arnold.

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

3. NEW BUSINESS – ACTION REQUIRED

g. GENERAL ITEMS FOR CONSIDERATION

- i. Discussion regarding the consolidation of Building Services (Attachments – Board Option)

City Manager Smith gave a power point presentation (hard copy on file), which included - proposed budget information for 2010-2011; Consolidation proposal and strategy with Don Dixon being employed by the County and Tracy Cuba being transferred to the Police Department as the support staff for Code Enforcement; reduction in permit fees for the residents and developers. It was noted that permit fees generated in the Wildwood Building Services Department must be used for direct costs and reasonable indirect costs associated with review of building plans, building inspections, re-inspections, building permit processing, building code enforcement, and fire inspections associated with new construction. The County would agree to pay annual fee not to exceed \$60,000 for administration and coordination associated with Building Services. This fee would cover the CRW system software. This fee amount would increase each year after five years by the CPI. If Building Services consolidated, the County would reimburse to the City \$100,000 annually for dispatch services. There would be no loss of jobs, no loss of level of service, City would receive Building Services Administration costs annually, permit fees would be reduced, and City would receive annual cost reimbursement for dispatch services.

In response to questions from the Commission - County Administrator Bradley Arnold indicated that the City would have to formally adopt the County fee structure; the County does use contract inspectors for developments because of the fast pace and uses in-house inspectors for pools, screened areas, renovations, updates. Other cities in Sumter have consolidated services with the County, but have a different permit fee structure – 1% of construction costs. This is intended to be a 20-year agreement. Doesn't believe the County Commission would want this agreement outside the JPA.

Commissioner Strickland indicated he would like to see a budget breakdown for Building services.

Minutes  
Page 2  
June 7, 2010

Motion by Commissioner Bivins, second by Commissioner Allen to proceed to consolidate Building Services with the County. Motion Carried. Yea – Allen, Bivins, Clark, Wolf. Nay – Strickland.

- ii. Discussion regarding the privatization of Refuse Services (Attachments – Board Option)

City Manager Smith gave a power point presentation (copy on file), which included Refuse services history of Revenue and Expenditures from 2005 to present; proposed budget for FY2010-11; amount of savings that could have been realized if privatization had been done in 2005; comparison of Commercial rates with other cities, with Wildwood's being the lowest; General Insurance savings; Waste Management Proposal. Proposal includes – rates to be kept as they are now (increases subject to contract terms); implementation of curb side recycling without increase to rates; WM to purchase all assets associated with the City's refuse; WM to continue same level of service. WM to employ the two City refuse employees. Pay rate would be higher than City rate. It was noted that WM is not part of FRS but has a 401K program. WM will purchase certain of the City vehicles and equipment.

In response to question from Commission, PWD Kornegay indicated he is not in favor of privatization of refuse, noting that there is great potential for revenue with the growth of the City and that once you get out of refuse it would be hard to get back in because of start up costs.

Dan McGinnis and Doug McCoy of Waste Management were present for questions. Doug McCoy noted that some cities that have gone private with them place the annual fees aside for a period of time in the event the city wants to repurchase the equipment and end the contract with WM. One advantage WM has is that they have backup equipment. Regarding WM billing vs. City billing – 13 cities they have contracts with do the residential billing. Some do the commercial billing. Commissioner Allen questioned how the City would be able to confirm the amount being paid to the City if WM did the billing.

CC Jacobs it would be the same as Progress Energy or SECO utility payments to the City. Noted that Deniese Woods has surveyed some of the cities, and some of those surveyed have reported they started out doing the billing, but then turned it over to WM.

Motion by Commissioner Allen, second by Commissioner Bivins to proceed with privatization of refuse. Motion carried four to one. Yea – Allen, Bivins, Clark, Wolf. Nay – Strickland.

Motion by Commissioner Strickland, second by Commissioner Allen that City staff does the billing. Motion carried by unanimous vote.

- iii. Discussion regarding seasonal tent sales in the City of Wildwood (Attachments – Board Option)

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Page 3  
June 7, 2010

DSD Peavy – concerned that Ordinance No. 476 relating to temporary/tent sales can be interpreted several ways. Asked for clarification of Commission intent/desire. Noted that due to different interpretations there is a permit for fire works sales on the Sumter Crossing property currently on hold. Need direction for this permit and if the Commission desires she can bring back and ordinance for clarification to review later.

Dan Honeywell of Galaxy Fireworks noted that he has already gone to some expense – lease and cost of product already ordered and if the permit is not approved it will cause a hardship.

Commissioner Strickland indicated that his interpretation is that there are locations in the City where these type sales can take place.

Motion by Commissioner Allen, second by Commissioner Bivins to give hardship exemption to Dan Honeywell for temporary tent sale. Motion carried by unanimous vote.

4. ADJOURN

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

CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA

S E A L

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

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

CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA  
REGULAR MEETING  
JUNE 14, 2010 – 7:00 P.M.  
CITY HALL COMMISSION CHAMBER

(meeting taped)

The City Commission of the City of Wildwood met in Regular session June 14, 2010 at 7:00 p.m. in the City Hall Commission Chamber.

Present: Mayor Wolf; Commissioners Clark, Allen and Strickland. Also present: City Manager Smith, City Clerk Jacobs, Assistant City Clerk Roberts, City Attorney Blair, Police Chief Reeser, AVT Law, Development Services Director Peavy, P&R Coordinator Hargrove.

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

1. TIMED ITEMS AND PUBLIC HEARINGS

7:00 PM

- (a) \*PUBLIC HEARING – Second Final Reading Ordinance O2010-10 – an ordinance clarifying issues when a developer uses more ERCs than initially requested (Attachments – Staff Recommends Approval)

Ordinance O2010-10 was read by title only and Public Hearing opened. No comments were received. Public Hearing closed.

Motion by Commissioner Allen, second by Commissioner Strickland that Ordinance No. O2010-10 is adopted on second final reading: An Ordinance An Ordinance Of The City Of Wildwood; Amending Sections 12 And 13 Of Ordinance Number 427 Clarifying That When A Developer Uses More ERCs In A Development Than Initially Requested, The City May Charge Additional Tie Fees; Providing For Conflict; Providing For An Effective Date. Motion carried by unanimous vote.

- (b) Special Master recommendation regarding the amendment to the Parkwood PUD for Commission review/approval RZ 2010-06-01 (Attachment – Staff Recommends Approval)

DSD Peavy and Peter Trematera were sworn in.

DSD Peavy stated this is the amendment to the Parkwood PUD, which had been discussed in a previous Commission Meeting. The amendment has gone through the Special Magistrate who has recommended approval to allow 5" set backs on lots 279-283.

Motion by Commissioner Clark, second by Commissioner Strickland to approve the Special Magistrates recommendation on Case RZ 2010-06-01. Motion carried by unanimous vote.

\* Quasi-Judicial Hearing

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

Minutes  
June 14, 2010  
Page 2

- 1) Ordinance No. O2010-11, an ordinance rescinding Ordinance O2010-04 reclassifying zoning; providing terms and conditions; amending official zoning map, etc. (Attachments – Staff Recommends Approval)

Ordinance No. O2010-11 was introduced and read by title only on first reading.

## 2. REPORTS AND PUBLIC INPUT

- SPECIAL PRESENTATION: Presentation of the 2008-2009 Audit Report by Lon Stafford of Carr, Riggs & Ingram, LLC, CPA's and Advisors (Audit report previously delivered to Commission – PLEASE BRING YOUR COPY WITH YOU)

Lon Stafford of Carr, Riggs & Ingram, LLC (formerly Davis Monk) presented the 2008-2009 Audit Report and reviewed the Independent Auditors' Report, which this year gives the City an unqualified opinion, which is the highest level. Expressed congratulations to the City on reaching that standard. Reviewed Management Letter, which is also required by the Auditor General, with no finding of financial emergency and noted no issues regarding investment of public funds. Reviewed Report on Internal Control Over Financial Reporting and on Compliance and Other Matters, which had one finding – the same as last year's. Auditor had to make some material adjustments to the General Ledger in order to do the Financial Statement. He stated the finding is common in City's of this size, because it is a specialized report. There were no compliance issues. Expressed congratulations to the City's long-term staff.

CM Smith expressed thanks to the staff for making this a successful year in the current economic times.

### a. City Manager Reports -

- 1) Evaluation forms – fill out and turn into the Clerk's department during the June 28 meeting (Included in your agenda packets)

CM Smith requested that the evaluation forms be turned in to him before the next meeting. Will schedule meeting with each Commissioner to review. It will be up to the Commission whether the evaluations are discussed in open meeting.

- 2) FYI – Bushnell/Wildwood library information updates (Attachments)
- 3) FYI – Budget Analysis Report for May 2010 (Attachments) General Fund spending is down and Enterprise spending is also down. Enterprise revenue is up.
- 4) Provided draft budget to Clerk's Department. Plan to provide a balanced budget to the Commission on June 29, a week before the First Budget Workshop.
- 5) Met with Kimley-Horn and they have completed, in draft form, the stormwater study. Will be providing a budget to fund one or two of the projects. Pitt and Stone is first priority on the list.

- 6) Received a copy of Sumter County’s audit and will have it available if anyone wants to review it.
- 7) County Administrator Arnold had been present for item e., 1), however the request is to table that item until the next meeting for further review by staff.
- b. City Attorney - None
- c. City Clerk - None
- d. Commission Members  
 Wolf - need for Public Works Director to contact Progress Energy to check streetlights at night. There are several not working, which the City is probably paying for.  
 Wolf – Community Center sign – hope there is going to be landscaping. Is color of lettering being changed to white? Feels the sign should have been larger. CM Smith – they have a punch list and will not give the okay until punch list is complete.
- e. Public Forum (10 minute time limit)
- f. Notes, Reports, and items for the file as attached  
 Notes – None

3. NEW BUSINESS – ACTION REQUIRED

a. MINUTES

- 1) Minutes of Regular Meeting held on May 24, 2010 (Attachments – Staff recommends approval)

Motion by Commissioner Allen, second by Commissioner Strickland to accept the minutes of May 24, 2010 as typed. Motion carried by unanimous vote.

c. RESOLUTIONS FOR APPROVAL:

- 1) None

d. APPOINTMENTS

- 1) Commission to appoint a voting delegate for the Florida League of Cities 84<sup>th</sup> Annual Conference – August 19-21, 2010 (previous delegate, Commissioner Ronald Allen) (Attachments – Board Option)

Motion by Commissioner Strickland, second by Commissioner Clark that Commissioner Ronald B. Allen is appointed as the City’s voting delegate for the FLC Annual Conference. Motion carried by unanimous vote.

- 2) Appointment of members to Citizens Advisory Task Force, Parks & Recreation Board, Tree/Beautification Board, & Greenwood Cemetery Board (Attachment – Board Option)

Motion by Commissioner Clark, second by Commissioner Strickland to accept and approve the recommendation and applicants for membership to the Citizens Advisory Task Force, Parks & Recreation Board, Tree/Beautification Board, and Greenwood Cemetery Board. Motion carried by unanimous vote.

e. CONTRACTS AND AGREEMENTS

- 1) Second Amendment to the Amended and Restated Agreement for the Development of County Roads 466-A, 462, and 139 for review/approval (Attachments – Staff Recommends Approval)

Removed from agenda at request of City Manager.

f. FINANCIAL

- 1) Bills for Approval (Attachments – Staff Recommends Approval)  
Motion by Commissioner Strickland, second by Commissioner Clark to approve payment of bills. Motion carried by unanimous vote.

g. GENERAL ITEMS FOR CONSIDERATION

- 1) Discussion relative to setting workshop to discuss City's Health Care Benefits and Contract with Brown & Brown (Attachment – Board Option)

CM Smith stated the budget that will be presented will cover the operational costs and include what the City can afford for health care. Wants Brown & Brown to explain the plan and an optional GAP insurance.

Mayor Wolf suggested that the City Manager review the plans with staff and explain. CM Smith will be discussing with employees during quarterly meetings next week.

By Common Consensus to be on second budget workshop.

- 2) Discussion relative to 2010 Summer Camp Program (Attachment – Board Option)

CM Smith this is a board option to have summer camp or to cancel. Would recommend one week of camp the first week, then cancel the remainder. Economy can be blamed possibly on low participation, and the previous personnel are operating a camp this year. Commission asked if people can be found to work for just one week. CM Smith felt it is possible.

Commissioner Allen expressed that if cancelled, no one should put it on the Commission and City, if the parents and kids can't come together and register. Asked if it is worth opening for one week. Requested that other summer programs be pushed, such as basketball. Commissioner Strickland would rather have one week if it can be staffed, but will agree with Commission decision.

P&RC Hargrove noted that three of those interviewed for staff are from last year, Robert Bernstein, Arvis Harrison, and one of the youth counselors. Shelia Bernstein is running a camp in Oxford at the same time.

Commissioner Clark – even though this is a good program for the kids, it is hard to make the cuts the City is having to make and afford to pay for a summer camp with the low numbers.

Minutes  
June 14, 2010  
Page 5

Motion by Commissioner Allen, second by Commissioner Clark to cancel summer camp and refund all fees and donations, due to the lack of participation, which makes it financially unfeasible for the City this year. Motion carried by unanimous vote.

4. ADJOURN:

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

S E A L

CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA

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

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

**CITY OF WILDWOOD  
EXECUTIVE SUMMARY**

3. **NEW BUSINESS – ACTION REQUIRED**  
c. **RESOLUTIONS FOR APPROVAL**  
(1) **Res. #R2010-19** – finding a unique opportunity and sole source purchasing opportunity relative to treatment and composting of domestic wastewater residuals treatment

**SUBJECT:** Sludge Hauling Contract  
**REQUESTED ACTION:** Staff Recommends Approval

Work Session (Report Only)      **DATE OF MEETING:** 6/28/10  
 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,

City staff continues to explore all areas in which to save the City money without decreasing services. One way to save on costs would be for the City to provide our own sludge hauling service. Sludge is created from wastewater that cannot be filtered out by the wastewater treatment process. This sludge needs to be transported to a permitted facility for disposal. Currently the City spends upwards of about \$100,000 for a private company to haul this material. If the City transports the sludge utilizing the Refuse Roll Off truck and containers, the City would reduce that cost by half.

Regards,



Robert Smith



**RESOLUTION NO. R2010-19**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILDWOOD, FLORIDA, FINDING A UNIQUE OPPORTUNITY AND SOLE SOURCE PURCHASING OPPORTUNITY FINDING THAT THERE ARE ONLY TWO TREATMENT FACILITIES WITHIN A REASONABLE DISTANCE FROM THE CITY THAT CAN MEET THE CITY'S NEEDS FOR TREATMENT AND COMPOSTING OF DOMESTIC WASTEWATER RESIDUALS; PROVIDING THAT THE EXISTENCE OF THE SOLE SOURCE HAS BEEN DOCUMENTED BY THE CITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has a need to enter into a contract for the treatment and composting of domestic wastewater residuals; and,

WHEREAS, the City has investigated various providers of such services determine what will best meet the City's needs; and,

WHEREAS, the City has obtained a quote for the services from Compost USA and C & C Peat Co., Inc.; and,

WHEREAS, the City has determined that there is no other company with a site within a reasonable distance from the City that can provide services for the treatment and composting of domestic wastewater residuals other than that provided by Compost USA, and C & C Peat Co., Inc., that would fulfill the requirements needed for these services; and,

WHEREAS, based upon the City's investigation, the City Commission has determined Compost USA and C & C Peat Co., Inc., are the only sources available for the treatment and composting of domestic wastewater which will meet the City's needs; and,

WHEREAS, Compost USA and C & C Peat Co., Inc., are the sole providers of the of the treatment and composting of domestic wastewater; and,

WHEREAS, the City Commission has determined it is in the best interest of the City to use the services of both Compost USA and C & C Peat Co., Inc., for the treatment and composting of domestic wastewater.

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

SECTION 1. Compost USA and C & C Peat Co., Inc., are the sole sources for the treatment and composting of domestic wastewater which would meet the requirements of the City.

**3. NEW BUSINESS – ACTION REQUIRED**

**c. RESOLUTIONS FOR APPROVAL**

**(1) Res. #R2010-19** – finding a unique opportunity and sole source purchasing opportunity relative to treatment and composting of domestic wastewater residuals treatment

SECTION 2. The City may enter into the contracts with Compost USA and C & C Peat Co., Inc., copies of which are attached hereto.

SECTION 3. This Resolution shall become effective immediately upon its passage and adoption.

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

SEAL

CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA

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

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

Approved as to form:

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

*Jerri A. Blair*

**3. NEW BUSINESS-ACTION REQUIRED**

e. Contracts and Agreements

1. Second Amendment to the Amended and Restated Agreement for the Development of County Roads 466-A, 462, and 139 for review/approval

**Attorney and Counselor At Law**

Jerri A. Blair  
Attorney at Law

131 W. Main St.  
P.O. Box 130  
Tavares, FL 32778-0130  
(352) 343-3755  
(352) 343-5301 fax

**MEMO**

To: Mayor Ed Wolf; Commissioner Ronald Allen; Commissioner Pamela Bivins; Commissioner Robby Strickland; Commissioner Don Clark;

From: Jerri A. Blair

Date: June 23, 2010

Re: City and County Agreement –Second Amendment to the Amended and Restated Agreement for the Development of CR 139/162/466-A

CC: Robert Smith; Doris King

---

Dear Mayor and Commissioners,

I reviewed the agreements related to CR 139/162/466-A and the applicable statutes and case law and I continue to have serious concern that the City could become involved in litigation over impact fees paid to the Villages for construction of County Road 139/162/466-A corridor if such fees are collected from development in the southern part of the City far from the corridor. Certainly, there are other large developers who will be paying substantial impact fees to the County. The case law suggests such fees must be used to benefit the development that pays them. The County's ability to collect impact fees inside of the City is dependent upon agreement by the City. In this agreement, the City will be agreeing that fees collected anywhere in the City may be used to repay the Villages. I have no problem with the County making that determination and I believe the City should sign the agreement, but I have asked for some additional language which would help insulate the City from liability if there is litigation. When the agreement which provides that the County may use impact fees collected inside the City to repay the Villages for these roads was initially executed, there was still a district one which had been subject to a study showing that use of impact fees from the area in question could logically be used for these improvements. Since then, the County has created a County-wide impact fee. I have suggested that we add language at the end of paragraph 3.c., on page 2 of the agreement as follows:

...and to the extent that such imposition and use of said impact fees meet all of the statutory requirements of Section 163.31801, Florida Statutes, and state legal precedent for development of the County Road 139/162/466-A corridor which is the subject of this agreement.

Mr. Arnold has refused to add the language. I'm sure this is partially because the agreement has already been signed by the Villages and the County, but the City did not get it for review until after it was signed. I immediately raised my concern. I personally have no problem with the City agreeing to this, but the language I suggested would help insulate the City if any issue is raised by one of the large developers developing in areas of the City far from the subject corridor. Hopefully, this won't happen. I simply want to assure you are aware of the potential risk. I do not believe the language we asked for hurts the County and it would help the City.

# Board of County Commissioners

## Sumter County, Florida

910 N. Main Street, Room 201 • Bushnell, FL 33513-6146 • Phone (352) 793-0200 • FAX: (352) 793-0207  
Website <http://sumtercountyfl.gov>

### NEW BUSINESS—ACTION REQUIRED

- Contracts and Agreements
- Second Amendment to the Amended and Restated Agreement for the Development of County Roads 466-A, 462, and 139 for review/approval



June 11, 2010

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

RE: A. City Approval of the Second Amendment to the Amended and Restated Agreement for the Development of County Roads 466-A, 462, and 139  
B. Response to the Mayor's Letter Dated May 25, 2010 requesting median landscaping

Dear Robert,

In conjunction with the Sumter County Board of County Commissioners (BOCC) approval of the request presented by the Mayor in his letter dated May 25, 2010 to add non-irrigated "Florida Friendly" landscaping to the medians of C466-A and Powell Road (formerly CR139), the BOCC approved the 2<sup>nd</sup> amendment to the amended and restated agreement for the development of County Roads 466-A, 462, and 139.

The request is for the Wildwood City Commission to approve the 2<sup>nd</sup> amendment as attached. The amendment reflects the change to the BOCC adopted consumption based road impact fee ordinance effective after the execution of the 1<sup>st</sup> amendment and resolves any conflicts between the two.

I intend to be present to address any questions regarding this agreement

Sincerely,

Bradley Arnold  
County Administrator

XC: Honorable Sumter County Board of County Commissioners

Richard "Dick" Hoffman, Dist 1  
(352) 753-1592 or 793-0200  
910 N. Main Street  
Bushnell, FL 33513

Doug Gilpin, Dist 2  
Chairman  
(352) 793-0200  
910 N. Main Street  
Bushnell, FL 33513

Don Burgess, Dist 3  
Vice Chairman  
(352) 753-1592 or 793-0200  
910 N. Main Street  
Bushnell, FL 33513

Garry Breeden, Dist 4  
(352) 793-0200  
910 N. Main Street  
Bushnell, FL 33513

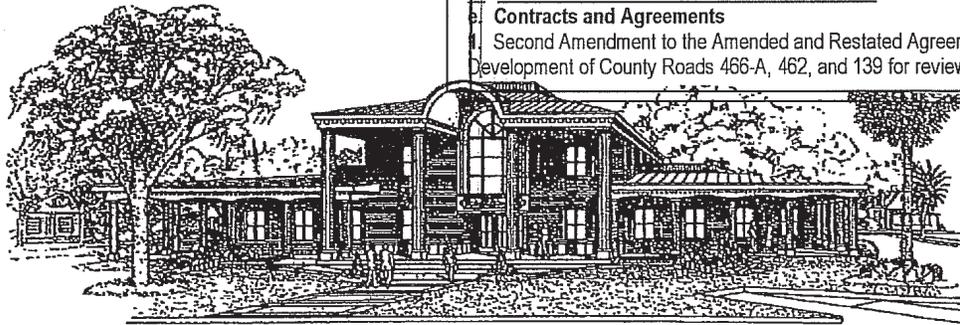
Randy Mask, Dist 5  
2<sup>nd</sup> Vice Chairman  
Office: (352) 793-0200  
Home: (352) 793-3930  
910 N. Main Street  
Bushnell, FL 33513

Bradley S. Arnold,  
County Administrator  
(352) 793-0200  
910 N. Main Street  
Bushnell, FL 33513-6146

Gloria R. Hayward, Clerk & Auditor  
(352) 793-0216  
209 North Florida Street  
Bushnell, FL 33513

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

City of  
Wildwood,  
Florida



City Hall

**NEW BUSINESS-ACTION REQUIRED**  
 Contracts and Agreements  
 Second Amendment to the Amended and Restated Agreement for the  
 Development of County Roads 466-A, 462, and 139 for review/approval

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

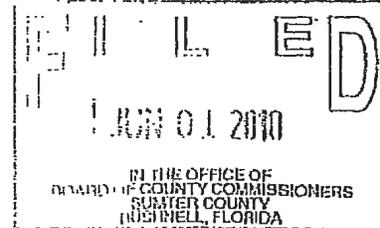
**REFUSE / STREETS**  
 410 Grey Street  
 330-1343  
 330-1353 Fax

**WASTEWATER**  
 390 Industrial Drive  
 330-1349  
 330-1350 Fax

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

May 25, 2010

Chairman Doug Gilpin  
 Sumter County Board of County Commissioners  
 910 N. Main Street  
 Bushnell, FL 33513



Dear Chairman Gilpin,

As you may already be aware, the newly widened and re-routed CR 139 (Powell Road) from CR 44A to CR 466A was not designed to have landscaped medians. The contract entered into between the Villages and the City of Wildwood relative to CR 139 only included those impacts to the Millennium Park property. In the spirit of intergovernmental coordination, the City donated the property for the re-routing without seeking compensation for the acquired right-of-way.

In recognition of the fact that this newly widened corridor would be a major entrance feature to the Villages, City of Wildwood, and the Sumter County Extension Office, the City of Wildwood Commission would respectfully request that the Sumter County Board of County Commissioners landscape the medians with Florida Friendly vegetation comparable to those medians on CR 466A and CR 466.

Respectfully,

*Ed Wolf*

Ed Wolf  
 Mayor  
 City of Wildwood

C: City of Wildwood Commission  
 Bradley Arnold, County Administrator

Copy To  
 Commrs 5  
 Co Atty \_\_\_\_\_  
 Co Fin \_\_\_\_\_  
 Other \_\_\_\_\_

Pub Wks Div \_\_\_\_\_  
 Bldg & Dev Div \_\_\_\_\_  
 Admin Div \_\_\_\_\_  
 Comm Svcs Div \_\_\_\_\_

**SECOND AMENDMENT TO THE**  
**AMENDED AND RESTATED**  
**AGREEMENT FOR THE DEVELOPMENT**  
**OF**  
**COUNTY ROADS 466-A, 462 AND 139**

**THIS SECOND AMENDMENT TO THE AMENDED AND RESTATED AGREEMENT** ("Second Amendment") is made and entered into this 25 day of May 2010, by and among **THE VILLAGES OF LAKE-SUMTER, INC.**, a Florida corporation, whose address is 1020 Lake Sumter Landing, The Villages, Florida 32162 (hereinafter called "**Developer**"); **SUMTER COUNTY**, A POLITICAL SUBDIVISION of the State of Florida, whose address is 910 North Main Street, Bushnell, Florida 33513 (hereinafter called "**County**"); and **CITY OF WILDWOOD**, a municipality of the State of Florida, whose address is 100 North Main Street, Wildwood, Florida 34785 (hereinafter called "**City**").

**RECITALS**

**WHEREAS**, on or about October 17, 2006 the Developer, the County, and the City entered into an Amended and Restated Agreement for the Development of County Roads 466-A, 462 and 139 (hereinafter the "**Agreement**"), and

**WHEREAS**, on or about February 10, 2009 the Developer, the County, and the City entered into a First Amendment to the Amended and Restated Agreement for the Development of County Roads 466-A, 462 and 139 (the "**First Amendment**"), and;

**WHEREAS**, on or about July 14, 2009, the Sumter County Board of County Commissioners passed Ordinance 2009-14, a Countywide Consumption Based Road Impact Fee Ordinance, and;

**WHEREAS**, Ordinance 2009-14 restructured the application and collection of transportation impact fees in Sumter County, and created, in pertinent part, a single "**Sumter County Road Construction District Impact Fee Trust Account**", codified in Section 20-39(1) of the Sumter County Code, and;

**WHEREAS**, as a result of Ordinance 2009-14, the existing "**Countywide**" Road Construction Impact Fee District, the "**District 1**" Road Construction Impact Fee District, and the "**District 2**" Road Construction Impact Fee District were obsolete and without beneficial legal effect and have been formally dissolved by the Board of County Commissioners via resolution dated May 25, 2010, and;

**WHEREAS**, at this time, the Developer, the County, and the City desire to enter into this Second Amendment to replace the First Amendment in its entirety, in order to remove all references to the "**District 1**" Road Impact Fee District from the Agreement.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, accepting the above recitals as true and incorporating them as if fully stated herein, the parties agree that certain provisions of the Agreement are hereby amended in the manner stated herein, and that this Second Amendment shall fully replace the First Amendment referenced and defined above.

1. Section 3.c of the Agreement is hereby restated as follows:

3. IMPACT FEE CREDITS.

c. Impact Fee Credits, Reimbursement from Impact Fees, and Records. Subject to the limitations set forth in Section 3.B above, the Developer shall be entitled to a combination of impact fee credits, and reimbursement from all Sumter County Transportation Impact Fees to the extent such impact fees have not previously been reimbursed to the Developer or utilized as credits against Sumter County Transportation Impact Fees.

(1) Records. All Sumter County Transportation Impact Fees received by the County shall be available for credit to the Developer, as earned through the formula described herein and subject to the limitations of Paragraph 3 c above, and also for reimbursement to the Developer to the extent of any funds on deposit in the Sumter County's Road Construction Impact Fee Trust Account and Sumter County shall not be obligated to reimburse the Developer from any other source other than the Road Construction Impact Fee Trust Account. The Developer may apply for a credit and/or reimbursement from the Road Construction Transportation Impact Fees collected by the County based upon the percentage of the work completed by delivering to the County a certification by a third party licensed Project Engineer indicating the percentage of work completed through the date of certification, which credit and/or reimbursement shall be available to the Developer upon inspection, approval and acceptance by the County. During construction, such impact fee credit and reimbursement shall accrue and be paid to the Developer in an amount equal to 90% of the cost of each portion of the Project completed. Upon completion of the Project, 100% of the cost associated with the Project shall be available for credit and/or reimbursement to the Developer upon inspection, approval and acceptance by FDOT and Sumter County. The Developer shall keep or provide for retention of adequate records and supporting documentation which concern or reflect total Project cost of the Off-Site Improvements to be constructed. This information will be available to the County, or its duly authorized agent or representative, for audit, inspection or copying, for a minimum of five (5) years from the termination of this Agreement.

**3. NEW BUSINESS-ACTION REQUIRED**

**e. Contracts and Agreements**

1. Second Amendment to the Amended and Restated Agreement for the Development of County Roads 466-A, 462, and 139 for review/approval

2. Section 3.D of the Agreement is hereby restated as follows:

D. Assignment of the Impact Fee Credits by the Developer.

The impact fee credits shall be fully transferable and assignable by the Developer in accordance with this section. Prior to the issuance of a building permit, the owner of the Developer contribution credit must file an application to assign the credits with the Sumter County Planning Director. An assignment of Impact Fee Credits must meet the following requirements to be accepted by the Sumter County Planning Director:

(i) Developer contribution credits can only be assigned once, not including any collateral assignment in favor of a bank, a community development district created pursuant to Florida Statutes Chapter 190, or other local unit of special purpose government; and

Upon acceptance of the assignment, the Sumter County Planning Director will debit the owner assignor's Developer contribution credit account and credit the assignee's account.

3. Section 3.G of the Agreement is hereby deleted in its entirety.

4. All other terms and provision of the Agreement shall remain the same except as specifically amended herein.

IN WITNESS WHEREOF, the parties have duly executed this First Amendment on the day and year above first written.



ATTEST:

Gloria Hayward, Clerk of the Court

BOARD OF COUNTY  
COMMISSIONERS  
SUMTER COUNTY, FLORIDA

Doug Gilpin, Chairman

Approved as to  
Legal Sufficiency

\_\_\_\_\_  
Sumter County Attorney

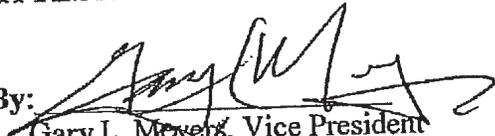
**3. NEW BUSINESS-ACTION REQUIRED**

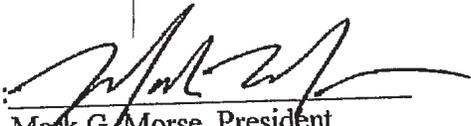
**e. Contracts and Agreements**

1. Second Amendment to the Amended and Restated Agreement for the Development of County Roads 466-A, 462, and 139 for review/approval

**THE VILLAGES OF LAKE-SUMTER, INC.**

**ATTEST:**

By:   
Gary L. Meyer, Vice President

By:   
Mark G. Morse, President

**ATTEST:**

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

**CITY OF WILDWOOD**

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

**3. NEW BUSINESS-ACTION REQUIRED**

e. Contracts and Agreements

1. Second Amendment to the Amended and Restated Agreement for the Development of County Roads 466-A, 462, and 139 for review/approval

**FIRST AMENDMENT TO THE  
AMENDED AND RESTATED  
AGREEMENT FOR THE DEVELOPMENT  
OF  
COUNTY ROADS 466-A, 462 AND 139**

**THIS FIRST AMENDMENT TO THE AMENDED AND RESTATED AGREEMENT** ("First Amendment") is made and entered into this 10 day of February, 2009, by and among **THE VILLAGES OF LAKE-SUMTER, INC.**, a Florida corporation, whose address is 1020 Lake Sumter Landing, The Villages, Florida 32162 (hereinafter called "Developer"); **SUMTER COUNTY**, a political subdivision of the State of Florida, whose address is 910 North Main Street, Bushnell, Florida 33513 (hereinafter called "County"); and **CITY OF WILDWOOD**, a municipality of the State of Florida, whose address is 100 North Main Street, Wildwood, Florida 34785 (hereinafter called "City").

**RECITALS**

**WHEREAS**, on October 17, 2006, the Developer, the County, and the City entered into an Amended and Restated Agreement for the Development of County Roads 466-A, 462 and 139 (hereinafter the "Agreement"), and

**WHEREAS**, at this time, the Developer, the County, and the City desire to enter into this First Amendment to amend certain provisions of the Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants herein contained and other good and valuable consideration, the parties agree that certain provisions of the Agreement are hereby amended.

1. Section 3.C. of the Agreement is hereby restated as follows:

3. **IMPACT FEE CREDITS.**

C. Impact Fee Credits, Reimbursement from Impact Fees, and Records. Subject to the limitations set forth in Section 3.B. above, the Developer shall be entitled to a combination of impact fee credits, and reimbursement from all District No.1 Transportation Impact Fees to the extent such impact fees have not previously been reimbursed to the Developer or utilized as credits against District No.1 Impact Fees.

(1) Records. The Developer may apply for a credit and/or reimbursement from the Road Construction District No. 1 Transportation Impact Fees collected by the County based upon the percentage of the work completed by delivering to the County a certification by a third party licensed Project Engineer indicating the percentage of work completed through the date of certification, which credit shall be available to the Developer upon inspection, approval and acceptance by the County. The Developer will pay Transportation Impact Fees pursuant to such ordinance until the County's first approval of a portion of the credit entitlement under this Agreement. During construction, such impact fee credit shall accrue, and/or reimbursement paid to the Developer in an amount equal to 90% of the cost of the Project completed. Upon completion of the Project, 100% of the cost associated shall be available for credit and/or reimbursement to the Developer upon inspection, approval and acceptance by the County. Transportation Impact Fees paid by the Developer to the County before the date the Developer first establishes impact fee credits shall be rebated to the Developer to the extent of the Developer's impact fee credit entitlement on a monthly basis. Notwithstanding the fact that the Developer has established an impact fee credit balance, the Developer shall continue to make payment for Transportation Impact Fees on or before the issuance of building permits. If the Developer has not previously assigned its impact fee credits pursuant to Section 3.D. below, within fifteen (15) days after the end of each month, the County shall rebate to the Developer an amount equal to previous month's end balance of impact fees paid by the Developer, provided such rebate amount does not exceed the existing credit entitlement available to the Developer. The amount of each monthly rebate shall be deducted from the credit entitlement available to the Developer. The County shall deliver to the Developer monthly reports indicating all activity on the account during the month, and the month end credit balance. The Developer shall keep or provide for retention of adequate records and supporting documentation which concern or reflect total Project cost. This information will be available to the County, or its duly authorized agent or representative, for audit, inspection or copying, for a minimum of five (5) years from the termination of this Agreement.

**3. NEW BUSINESS-ACTION REQUIRED**

e. Contracts and Agreements

1. Second Amendment to the Amended and Restated Agreement for the Development of County Roads 466-A, 462, and 139 for review/approval

2. Section 3.D. of the Agreement is hereby restated as follows:

D. **Assignment of the Impact Fee Credits by the Developer.** The impact fee credits shall be fully transferable and assignable by the Developer in accordance with this section. Prior to the issuance of a building permit, the owner of the Developer contribution credit must file an application to assign the credits with the Sumter County Planning Director. An assignment of Impact Fee Credits must meet the following requirements to be accepted by the Sumter County Planning Director:

(i) Developer contribution credits can only be assigned once, not including any collateral assignment in favor of a bank, a community development district created pursuant to Florida Statutes Chapter 190, or other local unit of special purpose government; and

(ii) The assignment must be within the same road construction district.

Upon acceptance of the assignment, the Sumter County Planning Director will debit the owner assignor's Developer contribution credit account and credit the assignee's account.

3. Section 3.G. of the Agreement is hereby deleted in its entirety.

4. All other terms and provisions of the Agreement shall remain the same except as specifically amended herein.

IN WITNESS WHEREOF, the parties have duly executed this First Amendment on the day and year above first written.



WITNESST:

Christina Hayward, Clerk of the Court

BOARD OF COUNTY COMMISSIONERS  
SUMTER COUNTY, FLORIDA

Garry Breeden, Chairman

Approved as to Form  
and Legal Sufficiency

Sumter County Attorney

**3. NEW BUSINESS-ACTION REQUIRED**

e. Contracts and Agreements

1. Agreement for the Development and Restated Agreement for the Development of County Roads 466-A, 462, and 139 for review/approval 462 & 139

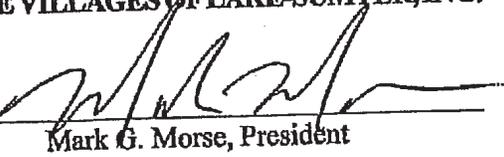
**THE VILLAGES OF LAKE-SUMTER, INC.**

**ATTEST:**

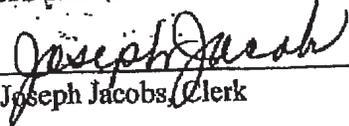
By:

  
Gary L. Meyer, Vice President

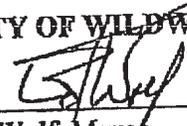
By:

  
Mark G. Morse, President

**ATTEST:**

  
Joseph Jacobs, Clerk

**CITY OF WILDWOOD**

  
Ed Wolf, Mayor

G:\User\TR\WLS\CR466A, 462-139-Sumter Cty-Wildwood Road Agmt\_OH2801\First Amendment to the Amended and Restated Agreement for the Development of CRs 466A-462-139.wpd/mmy

Revised: February 10, 2009  
Printed: February 10, 2009

3. NEW BUSINESS--ACTION REQUIRED  
e. Contracts and Agreements  
1. See Order for the Development of Regional Impact for the Development of County Roads 466-A, 462, and 139 for review/approval

**AMENDED AND RESTATED  
AGREEMENT FOR THE DEVELOPMENT  
OF  
COUNTY ROADS 466-A, 462 AND 139**

**THIS AMENDED AND RESTATED AGREEMENT** (“Agreement”) is made and entered into this 17 day of October, 2006, by and between ~~THE VILLAGES OF LAKE SUMTER, INC.~~, a Florida corporation, doing business at 1020 Lake Sumter Landing, The Villages, Florida 32162 (hereinafter called “Developer”); SUMTER COUNTY, a political subdivision of the State of Florida, whose address is 209 North Florida Street, Bushnell, Florida 33513 (hereinafter called “County”); and CITY OF WILDWOOD, a municipality of the State of Florida, whose address is 100 North Main Street, Wildwood, Florida 34785 (hereinafter called “City”).

**RECITALS**

**WHEREAS**, the County approved Development Orders for the Villages of Sumter, Development of Regional Impact, as amended, and for the Tri-County Villages of Sumter, Development of Regional Impact, as amended (collectively the “Development”), and

**WHEREAS**, previously, the Developer and the County on December 21, 2004, entered into an IMPACT FEE CREDIT AGREEMENT FOR THE DEVELOPMENT OF A PORTION OF COUNTY ROAD 466-A (the “Original CR466-A Agreement”), and

**WHEREAS**, subsequent to the adoption of the Original CR466-A Agreement, the County and the City have entered into an agreement by which the City has agreed that all properties currently within and subsequently annexed into the City shall pay District No. 1 Transportation Impact Fees (the “County/City Agreement”), and

**WHEREAS**, the County/City Agreement provides a partial funding source for certain road improvements to a portion of County Roads 466-A, 462 and 139, contemplated by the Preliminary Master Plan (the “Preliminary Project”), and

**WHEREAS**, on August 9, 2005, the Developer, the County, and the City entered into an AGREEMENT FOR THE DEVELOPMENT OF COUNTY ROADS 466-A, 462 AND 139 (the “Three Party Agreement”) for certain road improvements which were a part of the Preliminary Project, as depicted in the preliminary plan attached to the Three Party Agreement as Exhibit “A” (the “Preliminary Master Plan”), and

WHEREAS, the Developer, the County, and the City have entered into the Preliminary Master Plan so that (a) CR139 aligns with the existing median cut on SR44, and (b) there is a greater separation between CR139 and Buena Vista Boulevard, an anticipated four-lane divided road to the east (collectively the "Revised Project"); will result in a better traffic pattern and flow, thereby benefit the citizens of the County and the City, and

WHEREAS, a Revised Master Plan setting forth such changes is attached hereto as *Exhibit "A"* (the "Revised Master Plan"), and

WHEREAS, the County finds that the Revised Project is consistent with the Comprehensive Plan, acknowledges exclusive control of the existing road right-of-way of the Revised Project, acknowledges that the portion of the Revised Project qualifying for impact fee credit is an integral part of and a necessary accommodation of contemplated Off-Site Improvements to the Designated County Roads and excludes Access Improvements, and the proposed construction and donation time schedule is consistent with the County's transportation work schedule, and

WHEREAS, Acorn Investments, LLC ("Acorn"), as the owner of property through which a portion of CR139 will be constructed, has agreed to dedicate such right-of-way within its property without impact fee credit or any other compensation, and has agreed to enter into this Agreement for the sole purpose of obligating Acorn to dedicate such right-of-way, and

WHEREAS, at this time, the County, the City and the Developer desire to enter into this agreement to set forth their duties and obligations for the acquisition and construction of the Revised Project, and the impact fee credits and/or reimbursement to which the Developer will be entitled, now therefore,

IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is acknowledged by the parties and the mutual terms, covenants and conditions to be complied with on the part of the parties hereto, the parties do hereby agree that this agreement amends and restates the parties rights and obligations as set forth in the Three Party Agreement by restating the Three Party Agreement in its entirety as follows:

1. **THE REVISED PROJECT.** The Revised Project involves the widening and repaving of those portions of County Roads 466-A, 462 and 139 as depicted in the Revised Master Plan attached hereto as *Exhibit "A"*. The Revised Project shall include, but not necessarily be limited to the design, permitting and construction of a 4-lane roadway and appropriate turn lanes on CR466-A; the design, permitting and construction of roadway improvements and appropriate turn lanes on both County Roads 462 and 139; and the intersection improvements of such roadways as well as the intersection of such roadways with CR44-A, and the intersection of CR462 at US Highway 301 (SR35); including the installation of certain stormwater, sewer collection and retention systems and signalization. The Revised Project may be constructed in segments. The parties anticipate that one segment will involve improvements to the existing two-lane roadway of CR462 within its existing right-of-way. Another segment will be the acquisition of sufficient land for a



3. NEW BUSINESS-ACTION REQUIRED  
e. Contracts and Agreements  
1. Agreement between the Developer and County Acorn for the development of County Roads 466-A, 462, and 139 for review/approval  
462 & 139

B. Right-of-Way.

(1) **Property Currently Owned by the Developer.** Developer agrees to convey to the County that portion of the real property owned by the Developer depicted in *Exhibit "B"* within sixty (60) days from the date upon which the County provides written approval of the final engineering Construction Documents for the applicable road segment. All conveyances shall be by statutory warranty deed, free and clear of all liens and encumbrances, but subject to easements for public utilities and restrictions of records, if any, which shall not prohibit use of said lands by County for its intended purpose as road right-of-way. Developer agrees to convey to the County such right-of-way depicted in *Exhibit "B"* without impact fee credit entitlement. The County shall pay for all documentary stamps to record the deed and all other recording costs. At closing, the Developer shall pay the current year tax prorated as of the date of closing, as required by Florida Statutes, Section 196.295.

(2) **Property Currently Owned by Acorn.** Acorn agrees to convey to the County that portion of the real property owned by Acorn within sixty (60) days from the date upon which the County provides written approval of the final engineering Construction Documents for the applicable road segment. All conveyances shall be by statutory warranty deed, free and clear of all liens and encumbrances, but subject to easements for public utilities and restrictions of records, if any, which shall not prohibit use of said lands by County for its intended purpose as road right-of-way. Acorn agrees to convey to the County such right-of-way without impact fee credit entitlement. The County shall pay for all documentary stamps to record the deed and all other recording costs. At closing, Acorn shall pay the current year tax prorated as of the date of closing, as required by Florida Statutes, Section 196.295.

(3) **Property Currently Owned by the City.** The City agrees to convey to the County that portion of the real property owned by the City as set forth in one of the roadway alignments depicted in *Exhibit "C"* necessary for the construction of the CR139 Segment within sixty (60) days from the date upon which the City and the County provides written approval of the final engineering Construction Documents for the CR139 Segment. The County shall pay for all documentary stamps, if documentary stamps are required, to record the deed and all other recording costs. At closing, the City shall pay the current year tax, if any, prorated as of the date of closing, as required by Florida Statutes, Section 196.295.

(4) **Additional Right-of-Way to be Acquired.** The Developer agrees to cooperate with the County in assisting the County in securing such additional right-of-way as is necessary to complete the Revised Project.

(5) **Property Previously Conveyed to the County.** Upon completion of the first segment pursuant to this Agreement, the County agrees to reconvey to Acorn the property conveyed to the County in the Right-of-Way Quit Claim Deed recorded in Official Records Book 1127, Page 779, Public Records of Sumter County, Florida.

C. **Construction of Revised Project.** The Revised Project shall be constructed in accordance with all requirements of the County Land Development Code, including periodic inspections and submission of all testing reports and final inspection by the County prior to acceptance of each segment. Developer shall commence construction of any segment within one hundred twenty (120) days of the later to occur of (1) the County acquiring all right-of-way necessary to construct such segment, or (2) the Developer receiving final approval for final engineering plans for such segment; and each segment shall be completed no later than one (1) year from commencement. If the construction of any segment is not commenced within six (6) years from the date of this Agreement, then either the County or the Developer may terminate this Agreement as to such segments by providing written notice to the other parties.

3. IMPACT FEE CREDITS.

A. **Dedication of Right Of Way.**

(1) **Property Owned by the Developer.** Developer agrees to convey to the County the right-of-way depicted in *Exhibit "B"* without impact fee credit.

(2) **Property Owned by Acorn.** Acorn agrees to convey to the County the right-of-way without impact fee credit.

(3) **Property Owned by the City.** City agrees to convey to the County the right-of-way depicted in *Exhibit "C"* without impact fee credit.

B. **Construction of the Revised Project.** The County agrees that the Developer shall be entitled to a combination of impact fee credits and/or reimbursements for each segment of the Revised Project based upon the actual cost of construction of Off-Site Improvements for such segment, however, in no event shall the Developer be entitled to any credit and/or reimbursement in excess of the one hundred twenty percent (120%) of the estimated construction costs set forth in *Exhibit "D"* unless the construction portion of the Revised Project is competitively bid, in which case, the Developer shall be entitled to impact fee credit and/or reimbursement in the amount of the actual cost of constructing each segment of the Revised Project.

C. **Records and Impact Fee Credits/Reimbursement.** The Developer shall be entitled to a combination of impact fee credits and reimbursement of impact fees paid by others within Road Construction District No. 1 as set forth in this Agreement.

All Road Construction District No. 1 Transportation Impact Fees paid by or on behalf of the Developer since the adoption Ordinance 2001-17 shall be available for credit to the Developer pursuant to this Agreement. All Road Construction District No. 1 Transportation Impact Fees collected within the area subject to the County/City Agreement shall be available for reimbursement to the Developer. In addition, fifty percent (50%) of all other Road Construction

**3. NEW BUSINESS-ACTION REQUIRED**

**e. Contracts and Agreements**

Special Agreement to Amend and Repeal Agreement for the Development of County Roads 466-A, 462, and 139 for review/approval

District No. 1 Transportation Impact Fees outside of the area shall be available for reimbursement to the Developer. The Developer may apply for a credit and/or reimbursement based upon the percentage of the work completed by delivering to the County a certification by the Project Engineer indicating the percentage of work completed through the date of certification, which credit and/or reimbursement shall be available to the Developer upon inspection, approval and acceptance by the County. The Developer will pay Transportation Impact Fees pursuant such ordinance until the County's first approval of a portion of the credit and/or reimbursement entitlement under this Agreement. During construction such impact fee credit and/or reimbursement shall accrue to the Developer in an amount equal to 90% of the cost of each portion of the Revised Project completed. Upon completion of each segment, 100% of the cost associated

3. NEW BUSINESS-ACTION REQUIRED  
e. Contracts and Agreements  
1. Signed Agreement to the Amended and Restated Agreement for the Development of County Roads 466-A, 462, and 139 for review/approval

F. **Annual Review and Audit.** The County agrees to conduct an annual audit of performance under this Agreement to determine whether or not there has been demonstrated good faith compliance with the terms of this Agreement and to report the credit applied toward payment of transportation impact fees and the balance of available and unused credit. If the Board finds, on the basis of substantial competent evidence, that there has been a failure to comply with the terms of this Agreement, this Agreement may be revoked or modified by the County.

G. **County/City Agreement.** During the term of this Agreement, both the County and the City agree to take no action to terminate the County/City Agreement or take any other action that would diminish the Road Construction District No. 1 Impact Fees to be collected within the area subject to the County/City Agreement.

4. **TERM.** This Agreement shall continue in full force and effect ten (10) years from the completion of the last segment of the Revised Project.

5. **NOTICES.** Any notice or demand that must or may be given or made in connection with this Agreement must be in writing and unless receipt is expressly required, will be delivered by personal delivery, or when mailed by certified or registered mail, return receipt requested, addressed to the parties as follows:

**COUNTY:**  
Sumter County Administrator  
209 North Florida Street  
Bushnell, Florida 33513

**Copy to:**  
Randall Thornton, Esq.  
PO Box 58  
Lake Panasoffkee, Florida 33538

**DEVELOPER:**  
The Villages of Lake-Sumter, Inc.  
1020 Lake Sumter Landing  
The Villages, Florida 32162  
Attention: John Wise

**Copy to:**  
Steven M. Roy, Esq.  
McLin & Burnsed P.A.  
PO Box 1299  
The Villages, Florida 32158-1299

**CITY:**  
City of Wildwood  
100 North Main Street  
Wildwood, Florida 34785

**Copy to:**  
Jerri Blair, Esq.  
PO Box 130  
Tavares, Florida 32778

Such addresses may be changed by notice pursuant to this paragraph, but notice of change of addresses is effective only upon receipt.

6. **SUCCESSORS.** This Agreement shall bind and inure to the benefit of the parties and their successors in interest. No prior or present agreements or representations shall be binding unless included in this Agreement. No subsequent agreement shall be valid or binding upon the parties unless in writing and executed by the party immediately bound by it. In any litigation arising out of this Agreement, each party shall be responsible for its attorney's fees and costs.

7. **FORCE MAJEURE.** In the event that the party is prevented or interrupted in consequence of any cause including but not limited to Acts of God or of the public enemy, war, national emergency, allocation or of other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, sinkhole or other casualty or disaster, governmental rules or acts or orders or restrictions or regulations or requirements, acts or action of any government or public or governmental authority or commission or board or agency or agent or official or officer, the enactment of any statute or ordinance or resolution or regulation or rule or ruling or order, order or decree or judgment or restraining order or injunction of any court, then such party shall not be liable for damages to the other party as a result of such non-performance. Notwithstanding the above, the parties agree to take no action that would prevent the intended operation of this Agreement.

8. **VACATION OF A PORTION OF CR139 LYING OUTSIDE OF THE REVISED PROJECT.** The parties agree that the portion of CR139 which will lie outside of the Revised Project generally depicted in *Exhibit "B"*, which portion will be more particularly described pursuant to the roadway design of CR139 pursuant to Section 2.A(1) above, shall be vacated as public right-of-way at such time as the County accepts the realigned and reconstructed CR139.

9. **EXCHANGE OF PROPERTIES BETWEEN THE CITY AND THE DEVELOPER.** The City and the Developer believe that as a result of (i) the realignment of CR139, and (ii) the vacation of a portion of CR139 described in Section 8 above, an exchange of properties between the parties to realign property lines consistent with the realigned roadway is in the parties best interest, and therefore, the parties agree as follows:

A. The City agrees to convey to the Developer without compensation those properties generally depicted in *Exhibit "E"*, and

B. The Developer agrees to:

(1) Convey to the City without compensation the properties described in *Exhibit "F"*, and

(2) Provide off-site stormwater retention benefitting the property to be acquired and retained by the City generally depicted in *Exhibit "G"*.

The City and the Developer agree that *Exhibits "E", "F" and "G"* generally depict the agreement of the parties and agree that the final legal descriptions for such property shall be pursuant to a survey prepared at the Developer's expense, certified jointly to the Developer and the City.

10. **AMENDMENT.** This Agreement may be amended by mutual written agreement of the parties where such amendment is duly executed with the same formalities as this Agreement.

3. **NEW BUSINESS-ACTION REQUIRED**  
e. **Contracts and Agreements**  
Second Amendment to the Amended and Restated Agreement for the Development of County Roads 466-A, 462, and 139 for review/approval

IN WITNESS WHEREOF, the parties have duly executed this Second Amendment to the Amended and Restated Agreement for the Development of County Roads 466-A, 462, and 139 for review/approval year above first written.



ATTEST:

Glenn West, Deputy Clerk  
Glenn Hayward, Clerk of the Court

BOARD OF COUNTY COMMISSIONERS  
SUMTER COUNTY, FLORIDA

Joey Chandler  
Joey Chandler, Chairman

Approved as to Form  
and Legal Sufficiency

Sumter County Attorney

ATTEST:

By: Gary L. Moyer  
Gary L. Moyer, Vice President

THE VILLAGES OF LAKE-SUMTER, INC.

By: Mark G. Morse  
Mark G. Morse, Executive Vice President

ATTEST:

Joseph Jacobs  
Joseph Jacobs, Clerk

CITY OF WILDWOOD

Ed Wolf  
Ed Wolf, Mayor

Acorn joins in this Amended and Restated Agreement for Development of County Roads 466-A, 462, and 139 for the sole purpose of agreeing to convey and dedicate to the County without compensation of any kind, the property described in *Exhibit "H"*.

ATTEST:

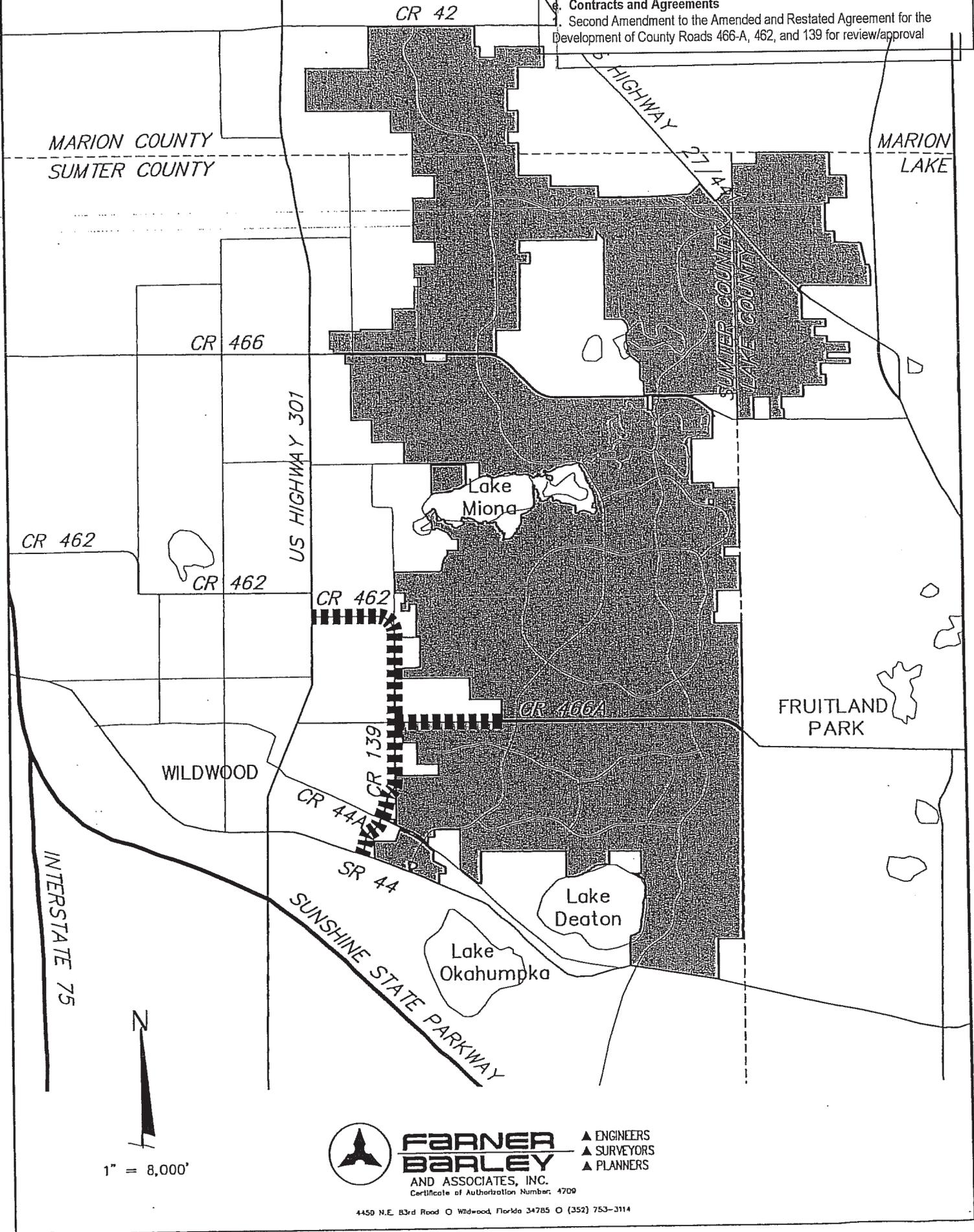
By: Joe Nisbett  
Joe Nisbett, Co-Manager

ACORN INVESTMENTS, LLC

By: William Kearns  
William Kearns, Co-Manager

# EXHIBIT A

- 3. NEW BUSINESS-ACTION REQUIRED
- 6. Contracts and Agreements
- 7. Second Amendment to the Amended and Restated Agreement for the Development of County Roads 466-A, 462, and 139 for review/approval



1" = 8,000'



**FARNER  
BARLEY**  
AND ASSOCIATES, INC.  
Certificate of Authorization Number: 4709

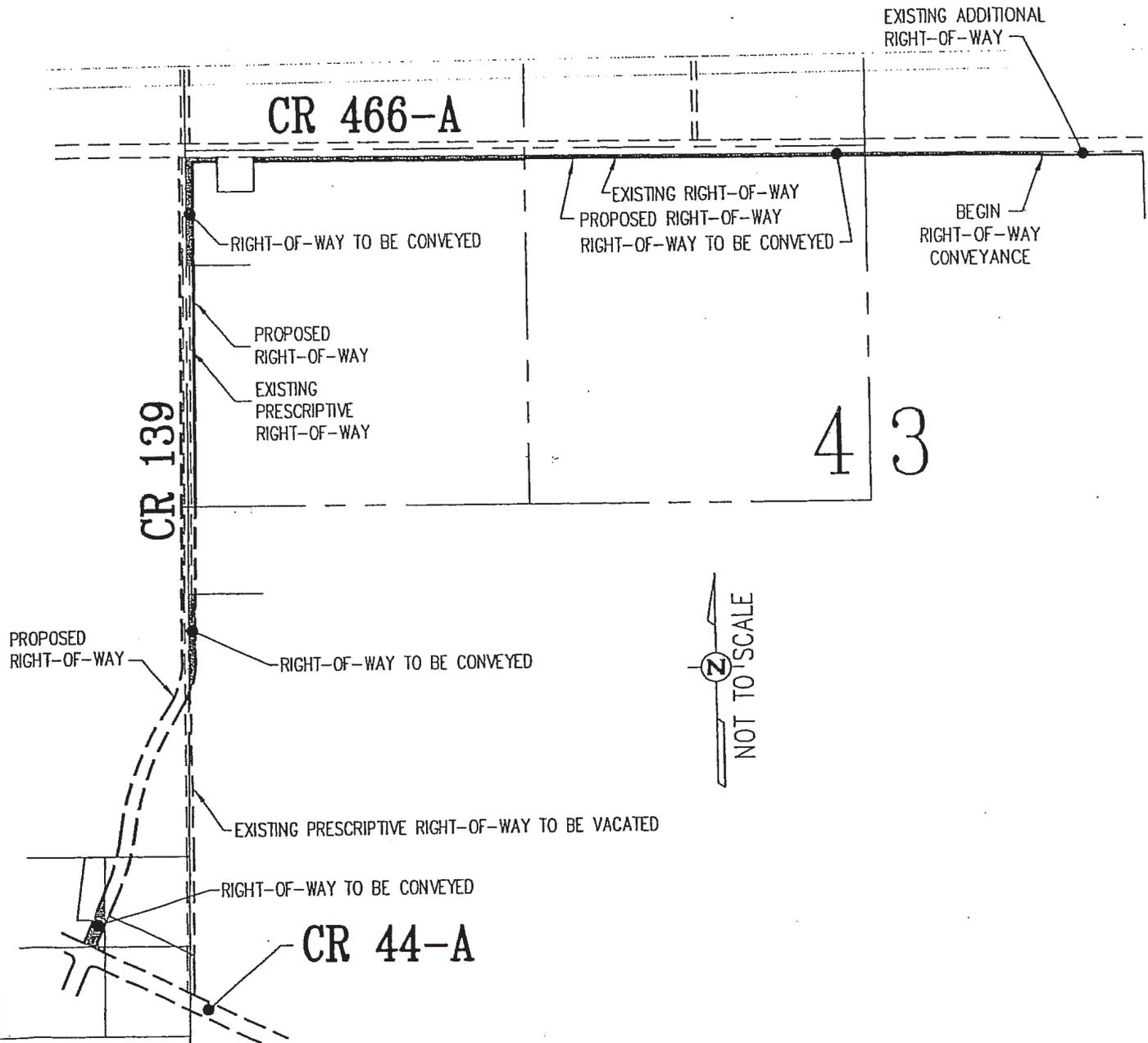
- ▲ ENGINEERS
- ▲ SURVEYORS
- ▲ PLANNERS

4450 N.E. 83rd Road O Wildwood, Florida 34785 O (352) 753-3114

## REVISED MASTER PLAN

# EXHIBIT "B"

3. **NEW BUSINESS-ACTION REQUIRED**  
c. **Contracts and Agreements**  
1. Second Amendment to the Amended and Restated Agreement for the Development of County Roads 466-A, 462, and 139 for review/approval



 **FARNER  
BARLEY  
AND ASSOCIATES, INC.**

▲ ENGINEERS  
▲ SURVEYORS  
▲ PLANNERS  
LB 4709

4450 HE 83RD ROAD ▲ WILDWOOD, FL 34785 ▲ (352) 753-3114

# EXHIBIT "C"

3. **NEW BUSINESS-ACTION REQUIRED**  
e. **Contracts and Agreements**  
1. Second Amendment to the Amended and Restated Agreement for the Development of County Roads 466-A, 462, and 139 for review/approval

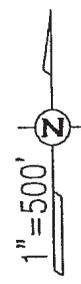
TO CR 466-A

RIGHT-OF-WAY TO BE CONVEYED

PROPOSED RIGHT-OF-WAY

**NOTE**

PROPOSED LOCATION CONCEPTUAL ONLY.  
EXACT ALIGNMENT AS APPROVED BY CITY OF  
WILDWOOD AND SUMTER COUNTY



CR 139

EXISTING PRESCRIPTIVE RIGHT-OF-WAY TO BE VACATED

RIGHT-OF-WAY TO BE CONVEYED

CR 44-A

 **FARNER  
BARLEY**  
AND ASSOCIATES, INC.  
4450 NE 83RD ROAD ▲ WILDWOOD, FL 34785 ▲ (352) 753-3114

- ▲ ENGINEERS
- ▲ SURVEYORS
- ▲ PLANNERS
- LB 4709

000000.0000

**EXHIBIT D  
 CONSTRUCTION COST PROJECTION**

**CR 462 FROM US 301 TO CR 466A  
 (2.20 MILES) IMPROVED 2-LANE RURAL SECTION**

CONSTRUCTION AND INSPECTION IMPROVED 2-LANE	\$4,620,000.00
CSX RAILROAD SIGNALS AND X-ING	\$ 350,000.00
CONTINGENCY (10%)	\$ 497,000.00
ENGINEERING & PERMITTING	\$ 397,600.00
PERFORMANCE & PAYMENT BOND (1.5% OF CONSTRUCTION COST)	<u>\$ 74,550.00</u>
<b>CR 462 PROJECTED COST</b>	<b>55,939,150.00</b>

**CR 139 FROM CR 466A TO SR 44  
 (1.67 MILES) IMPROVED 4-LANE URBAN SECTION**

CONSTRUCTION/SURVEYING/TESTING/INSPECTIONS	\$7,348,000.00
CONTINGENCY (10%)	\$ 734,800.00
ENGINEERING & PERMITTING	\$ 587,840.00
PERFORMANCE & PAYMENT BOND (1.5% OF CONSTRUCTION COST)	<u>\$ 110,220.00</u>
<b>CR 139 PROJECTED COST</b>	<b>\$8,780,860.00</b>

**CR 466A FROM WEST OF CR 462 TO WEST OF BUENA  
 VISTA BOULEVARD (1.91 MILES) IMPROVED 4-LANE URBAN SECTION**

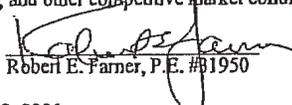
CONSTRUCTION/SURVEYING/TESTING/INSPECTIONS	\$8,404,000.00
CONTINGENCY (10%)	\$ 840,400.00
ENGINEERING & PERMITTING	\$ 672,320.00
PERFORMANCE & PAYMENT BOND (1.5% OF CONSTRUCTION COST)	<u>\$ 126,060.00</u>
<b>CR 466A PROJECTED COST</b>	<b>\$10,042,780.00</b>

---

**PROJECTED TOTAL PROJECT COST: \$24,762,790.00**

TOGETHER WITH the actual cost of right-of-way acquisition including all appraisal fees, attorney fees, recording fees, court costs, and other costs associated with such acquisition and traffic signalization.

Note: Cost projection is based on unit construction costs recently obtained from various highway improvement projects located within Sumter County. Actual costs may vary based on final engineering design, contractor bidding methods, and other competitive market conditions in effect at the time of actual construction.

Prepared by:   
 Robert E. Farner, P.E. #B1950

Date: October 2, 2006

# EXHIBIT E

## 3. NEW BUSINESS-ACTION REQUIRED

### e. Contracts and Agreements

1. Second Amendment to the Amended and Restated Agreement for the Development of County Roads 466-A, 462, and 139 for review/approval

PROPOSED RIGHT-OF-WAY



EXISTING PRESCRIPTIVE  
RIGHT-OF-WAY TO BE VACATED

LANDS TO BE CONVEYED

JOINT ACCESS EASEMENT

CR 139

20.00'

285'±

CR 44-A



**FARNER  
BARLEY**  
AND ASSOCIATES, INC.

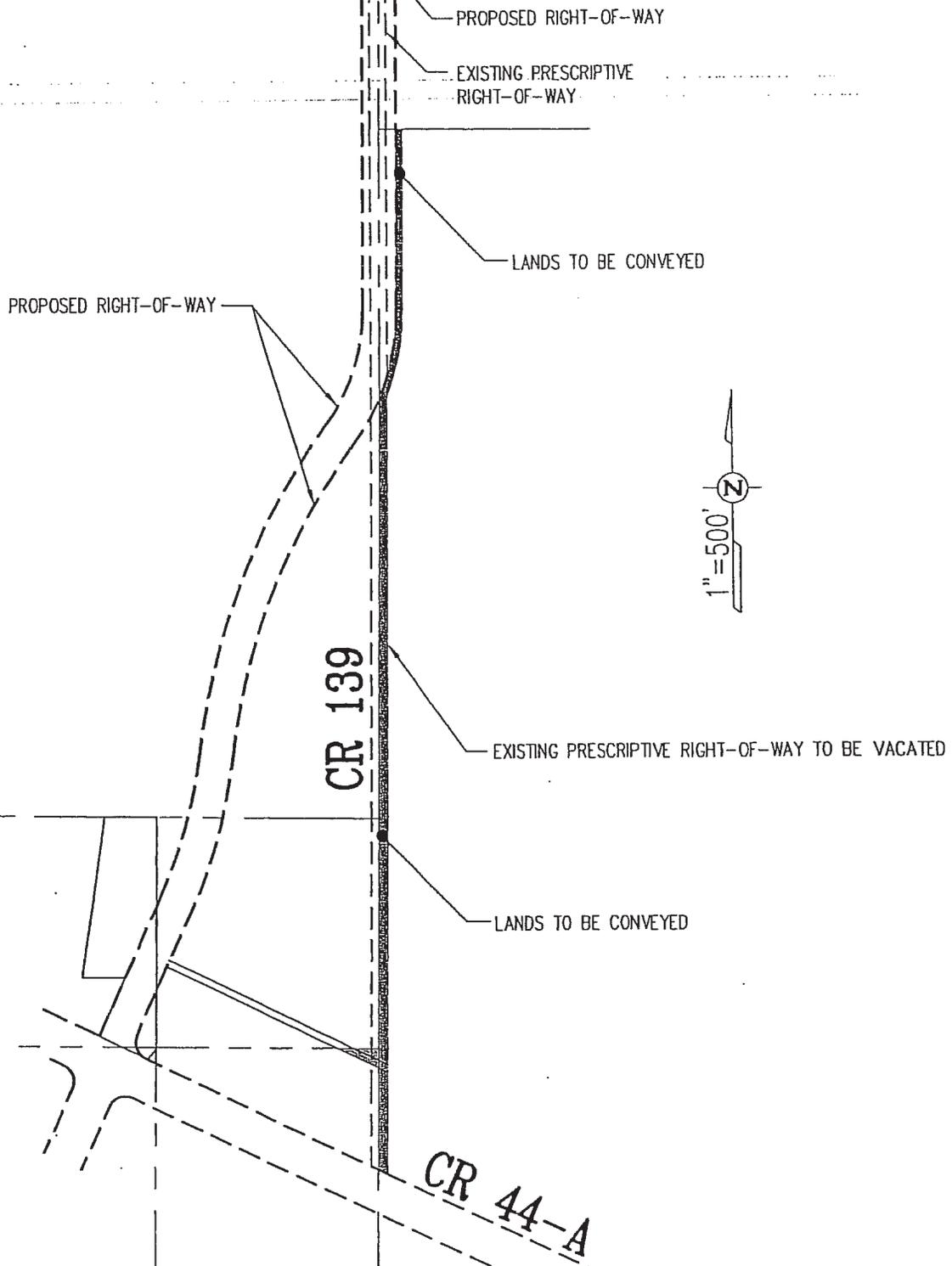
- ▲ ENGINEERS
- ▲ SURVEYORS
- ▲ PLANNERS
- LB 4709

4450 NE 83RD ROAD ▲ WILDWOOD, FL 34785 ▲ (352) 753-3114

00000.0000

# EXHIBIT "F"

**NEW BUSINESS-ACTION REQUIRED**  
Contracts and Agreements  
Second Amendment to the Amended and Restated Agreement for the Development of County Roads 466-A, 462, and 139 for review/approval



 **FARNER  
BARLEY  
AND ASSOCIATES, INC.**  
▲ ENGINEERS  
▲ SURVEYORS  
▲ PLANNERS  
LB 4709  
4450 NE 83RD ROAD ▲ WILDWOOD, FL 34785 ▲ (352) 753-3114

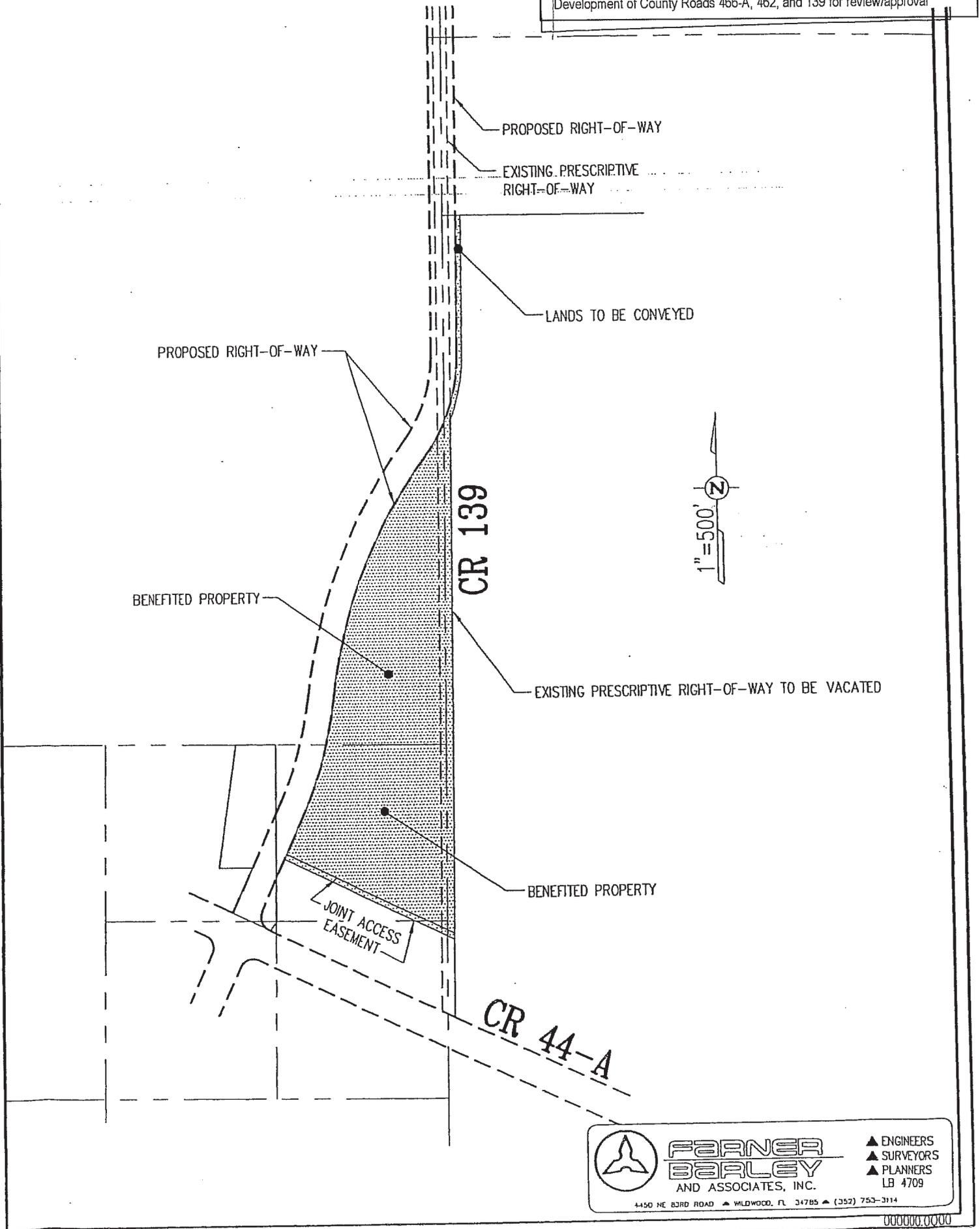
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# EXHIBIT "G"

## 3. NEW BUSINESS-ACTION REQUIRED

### e. Contracts and Agreements

1. Second Amendment to the Amended and Restated Agreement for the Development of County Roads 466-A, 462, and 139 for review/approval



**FARNER  
BARLEY**  
AND ASSOCIATES, INC.

- ▲ ENGINEERS
- ▲ SURVEYORS
- ▲ PLANNERS
- LB 4709

4450 NE 83RD ROAD ▲ WILDWOOD, FL 34785 ▲ (352) 753-3114

000000.0000

**3. NEW BUSINESS-ACTION REQUIRED**

**e. Contracts and Agreements**

1. Second Amendment to the Amended and Restated Agreement for the Development of County Roads 466-A, 462, and 139 for review/approval

**AGREEMENT BETWEEN THE CITY OF WILDWOOD  
AND THE VILLAGES OF LAKE-SUMTER, INC., CONCERNING  
ISSUES RELATED TO THE WIDENING OF COUNTY ROAD 139**

THIS AGREEMENT is made and entered into this 27 day of Oct, 2009, by and among THE VILLAGES OF LAKE-SUMTER, INC., a Florida corporation, whose address is 1020 Lake Sumter Landing, The Villages, Florida 32162 (hereinafter called "the Villages"); and CITY OF WILDWOOD, a municipality of the State of Florida, whose address is 100 North Main Street, Wildwood, Florida 34785 (hereinafter called "City").

The parties agree as follows:

1. The parties have entered into that certain agreement by and between the City, Sumter County and the Villages (Amended and Restated Agreement for the Development of County Roads 466-A, 462 and 139, signed October 17, 2006), which allows for the widening of County Road 139.

2. As a part of the realignment of County Road 139, the City will have to:

- a. Move certain walking trails located on the City's property;
- b. Move certain soccer fields located in Millennium Park;
- c. Move a portion of the driveway entry into the Millennium Park

Recreation Center;

- d. Redesign and build a new sign and entranceway to the park; and,
- e. Landscape the entryway.

3. The Villages will assist the City in redesign and moving the amenities that make up the walking trails from the site where they are currently placed to another site on the Millennium Park property. In assisting the City, the Villages will provide

engineering/design services for the redesign, manpower for the actual move and the cost of any items that need to be replaced because of the move. The walking trails are used on a daily basis and should be moved prior to any roadway construction.

4. The Villages will assist the City in the redesign and moving of the amenities that will make up the soccer fields from the site where they are currently placed to another site on the Millennium Park property. In assisting the City, the Villages will provide engineering/design services for the redesign, manpower for the actual move and the cost of any items that need to be replaced because of the move. The soccer fields at Millennium Park have scheduled activities planned during the proposed roadway construction so the relocation of these fields will need to take place prior to any roadway construction so as to not disrupt those events.

5. The Villages will be responsible for design and placing landscaping within the entrance to the park. The landscape will be similar to and contain the type of landscaping used within the Villages.

6. The Villages will be responsible for redesign and construction of the entranceway to the Millennium Park. The entranceway design will be similar to and the design used by the Villages in the area. The new entranceway is to include a monument sign consistent with the City and the Villages typical Commercial Design Standards.

7. The Villages agrees that construction costs for the 139 project will include removal of the old Millennium Park driveway and the portion of 139 that will no longer to be used as a roadway.

8. The Villages agrees to place a five foot (5') wide paved sidewalk along the Western side of County Road 139 all the way to County Road 44A.

9. The Villages agrees that during the construction, a temporary driveway may be installed to provide access to the property that the City is currently leasing to Life Flight.

10. The City will require utility work done in the right of way of 139. The City and the Villages will enter into an agreement with the general contractor selected by the Villages to allow the City's utility work to be done by the general contractor selected by the Villages at the time of construction of the road with the City purchasing the material and paying for that portion of the work being done by the general contractor selected by the Villages to construct the lines.

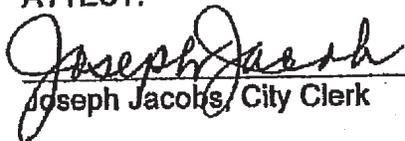
11. The City will also provide, pursuant to that agreement, to the general contractor selected by the Villages reasonable build out scenarios for the City's property which will be on the East side of 139 after construction so that the general contractor selected by the Villages may also design the stormwater system that will be necessary to serve that area.

12. The costs for the design and engineering of the revised Millennium Park plan, any plan reviews and permitting costs are to be reimbursed to the City by the Villages.

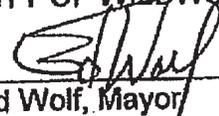
**IN WITNESS WHEREOF**, the parties have executed Agreement the day and year first above written.

**AS TO THE CITY:**

ATTEST:

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

CITY OF WILDWOOD, FLORIDA

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

3. NEW BUSINESS-ACTION REQUIRED  
e. Contracts and Agreements  
1. Second Amendment to the Amended and Restated Agreement for the Development of County Roads 466-A, 462, and 139 for review/approval

AS TO THE VILLAGES:

ATTEST:

By: [Signature]  
Martin L. Dzuro, Vice President

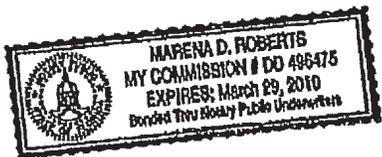
THE VILLAGES, OF LAKE-SUMTER, INC.

By: [Signature]  
Mark G. Morse, President

STATE OF FLORIDA  
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of May, 2009, by Ed Wolf and Joseph Jacobs, the Mayor and City Clerk, respectively, of, and on behalf of the City of Wildwood, Florida, who did not take an oath.

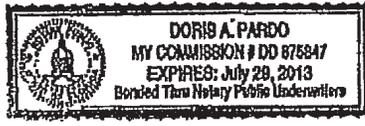
[Signature]  
Notary Public - State of Florida  
Print Name MARENA D. ROBERTS  
My Commission Expires: 3-29-2010  
Serial/Commission Number DD 496475  
Personally known  or  produced identification  
Type of identification produced: \_\_\_\_\_



STATE OF FLORIDA  
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this 19 day of August, 2009, by Mark G. Morse, Executive Vice President, and Martin L. Dzuro, Vice President, respectively, of, and on behalf of The Villages of Lake-Sumter, Inc., who did not take an oath and who is personally known.

[Signature]  
Notary Public - State of Florida  
Print Name Doris A. Pardo  
My Commission Expires: \_\_\_\_\_  
Serial/Commission Number \_\_\_\_\_





**C & C Peat Co., Inc.**

**Premium Quality Potting Media**

**(800) 330-4866**

**<http://www.ccpeat.com>**

**[info@ccpeat.com](mailto:info@ccpeat.com)**

**CONTRACT**  
**HAULING, TREATMENT AND COMPOSTING**  
**OF**  
**DOMESTIC WASTEWATER RESIDUALS**

This "CONTRACT" for Hauling, Treatment and Composting of Domestic Wastewater Residuals ("CONTRACT") is made and entered into this (insert date), by and between C&C Peat Company, Inc., Facility ID: FLA 468011, hereinafter referred to as C&C and City of Wildwood, Florida, ~~(insert name and address of generator)~~ hereinafter referred to as GENERATOR.

Whereas, C&C is the owner and operator of a Residuals Management Facilities (RMF), and said RMF has been approved and is operating under Florida Department of Environmental Protection ("FDEP") permits, and

Whereas, the GENERATOR owns and operates a ~~(insert RMF or WWTF)~~ and has a need to treat residuals generated at the ~~(insert RMF or WWTF)~~ by the GENERATOR, and

Whereas, C&C is responsible for maintenance and operations of an RMF in compliance with 40 CFR Part 503, Chapter 62-640, F.A.C., FDEP Permit #FLA468011, and to the full extent of all rules and regulations applicable by federal, state and local governing bodies, all of which as may be amended from time to time, and

Whereas, as a condition precedent to obtaining a valid operating permit for the RMF, FDEP requires C&C to file a Facility Management Plan whereby C&C certifies that their residuals shall be composted to meet class AA standards.

Now therefore, and in consideration of the mutual terms, covenants and conditions to be complied with on the part of the respective parties hereto, it is agreed as follows:

Fertilizers



Quality Potting Media



Quality Service

**1650 County Road 470**

**Okahumpka, FL 34762**

**Office: (352) 323-8213**

**Fax: (352) 365-0367**



# C & C Peat Co., Inc.

Premium Quality Potting Media

(800) 330-4866

<http://www.ccpeat.com>

[info@ccpeat.com](mailto:info@ccpeat.com)

1. The following C&C FDEP permit (the "C&C Permit") as may be amended from time to time, is incorporated herein and made a part hereof by reference:
  - A. FLA468011 (C&C Peat's RMF)
2. By and through the C&C Permit, C&C has a total capacity of (**insert total capacity available for treatment**), available for residuals treatment.
3. Nothing in this CONTRACT shall supersede or take precedence over the obligations and responsibilities of each party to operate and maintain their facilities in compliance with all applicable rules and regulations.
4. The GENERATOR hereby covenants and agrees:
  - A. To provide a chemical analysis of the wastewater residuals proposed to be composted as treated residuals prior to the initial hauling of the residuals, and to provide updated and additional residuals analysis in compliance with the frequency and schedule stated in the GENERATOR's WWTF permit, Chapter 62-640 F.A.C., and other applicable rules of the State of Florida
  - B. To pay a fee designated in this CONTRACT for disposal (the "Residuals Fee").
  - C. That residuals will meet all chemical criteria as stated in 40 CFR part 503, 62-640, F.A.C., and any other applicable rules and regulations of federal, state or local governing bodies.
  - D. To make application (including payment of associated fees) to the FDEP for any modification to GENERATOR's permit, that may be required with the initiation of this CONTRACT.
  - E. To save and hold harmless C&C from any enforcement actions by a state or federal agency and/or penalties associated with the conditions and requirements of the GENERATOR's permit or other federal, state, and local rules and regulations applicable to GENERATOR'S facility, except to the extent that such responsibilities are undertaken by C&C as specifically stated under this CONTRACT.
  - F. Provide C&C with a certified manifest of the residuals being delivered
  - G. To provide for the hauling of the residuals from the GENERATOR, and for the transport to the composting RMF for acceptance, treatment and application as may be required, all pursuant to applicable federal, state and local laws, permits and/or regulations. This includes the cleanup of any spills or accidents as a result of the transportation of the residuals. GENERATOR shall save and hold harmless C&C for all liability arising under these activities.

Fertilizers



Quality Potting Media



Quality Service

1650 County Road 470  
Okahumpka, FL 34762  
Office: (352) 323-8213  
Fax: (352) 365-0367



# C & C Peat Co., Inc.

Premium Quality Potting Media

(800) 330-4866

<http://www.ccpeat.com>

[info@ccpeat.com](mailto:info@ccpeat.com)

Furthermore, the GENERATOR warrants that the residuals delivered to C&C shall not contain, hazardous, toxic, industrial or radioactive waste or prohibited substances except as permitted by applicable rules and regulations of federal, state or local governing bodies.

5. C&C hereby covenants and agrees:

- A. To maintain and operate its RMF in accordance with 40 CFR Part 503, 62-640, F.A.C. and any other applicable federal, state and local laws, permits and regulations.
  - B. To accept all responsibility and save and hold harmless GENERATOR from any actions and/or penalties for the proper treatment application of the residuals as required by 40 CFR Part 503, 62-640, F.A.C. and any other applicable federal, state and local laws, permits or regulations, and for other actions of C&C pursuant to this CONTRACT.
  - C. To maintain a record of the total quantity of residuals composted to file with FDEP a summary as required by the licensing permit issued to C&C and to provide the necessary Facility Management Plan as required by FDEP under Chapter 62-640, F.A.C.
6. C&C will not accept residuals that have been lime stabilized.
  7. C&C currently and will during the term of the CONTRACT have the availability of capacity to handle the agreed upon amount of residuals transported as described herein.
  8. The initial term of this CONTRACT shall be for one year (INITIAL TERM), which shall expire one year from the date of execution. Upon the expiration date, and each subsequent anniversary thereof, the CONTRACT will automatically renew for an additional one year term unless either party gives written notice of cancellation by Certified Mail no less than thirty (30) days prior to the expiration date on the then current term. This CONTRACT may be canceled by either party by giving at least 30 days advance written notice by Certified Mail.
  9. In the event it should become necessary for either party to retain the services of an attorney to enforce any provision of this CONTRACT, both parties agree that the cost of the legal proceedings and reasonable attorney's fees, including any attorney fees and costs incurred as a result of any proceedings shall be paid by the party that does not prevail, or if comparative fault is found, then pursuant to the determination of the court.

Fertilizers



Quality Potting Media



Quality Service

1650 County Road 470  
Okahumpka, FL 34762  
Office: (352) 323-8213  
Fax: (352) 365-0367





## Ocala Recycling Division

Phone: 352-351-0666 Fax: 352-351-2498

P.O Box 193 Silver Springs, FL 34489

# CONTRACT COMPOSTING OF DOMESTIC WASTEWATER RESIDUALS

This "CONTRACT" for Composting of Domestic Wastewater Residuals ("CONTRACT") is made and entered into this (\_\_\_\_\_), by and between Compost USA, (Facility ID: FLA658944) and City of Wildwood, (Facility ID: 013497 hereinafter referred to as GENERATOR).

Whereas, Compost USA is the owner and operator of a Residuals Management Facilities (RMF), and said RMF has been approved and is operating under Florida Department of Environmental Protection ("FDEP") permits, and

Whereas the GENERATOR owns and operates a Wastewater Treatment Facility and has a need to treat residuals generated at the WWTF by the GENERATOR and

Whereas Compost USA is responsible for maintenance and operations of an RMF in compliance with 40 CFR Part 503, Chapter 62-640, F.A.C., FDEP Permit #DW-08-0471, and to the full extent of all rules and regulations applicable by federal, state and local governing bodies, all of which as may be amended from time to time. Furthermore, the GENERATOR shall not be held responsible for treatment violations that occur after its residuals have been accepted by the permitted residuals management facility with which the GENERATOR has an agreement in accordance with paragraph 62-640.880(1)(c), F.A.C., for further treatment, and

Whereas, as a condition precedent to obtaining a valid operating permit for the RMF, FDEP requires Compost USA to file a Facility Management Plan whereby Compost USA certifies that their residuals shall be composted to meet class AA standards.

Now therefore, and in consideration of the mutual terms, covenants and conditions to be complied with on the part of the respective parties hereto, it is agreed as follows:



## Ocala Recycling Division

Phone: 352-351-0666 Fax: 352-351-2498

P.O Box 193 Silver Springs, FL 34489

1. The following Compost USA FDEP permit (OCD-DW-08-0471) as may be amended from time to time, is incorporated herein and made a part hereof by reference:
  - A. FLA658944 (Compost USA's RMF)
2. By and through the Compost USA Permit, Compost USA has a total capacity of 1500 cubic yards per week available for residuals treatment.
3. Nothing in this CONTRACT shall supersede or take precedence over the obligations and responsibilities of each party to operate and maintain their facilities in compliance with all applicable rules and regulations.
4. The GENERATOR hereby covenants and agrees:
  - A. To provide a chemical analysis of the wastewater residuals proposed to be composted as treated residuals prior to the initial hauling of the residuals, and to provide updated and additional residuals analysis in compliance with the frequency and schedule stated in the GENERATOR's WWTF permit, Chapter 62-640 F.A.C., and other applicable rules of the State of Florida. Said reports are to be provided to Compost USA.
  - B. That residuals will meet all chemical criteria as stated in 40 CFR part 503, 62-640, F.A.C., and any other applicable rules and regulations of federal, state or local governing bodies.
  - C. To make application (including payment of associated fees) to the FDEP for any modification to GENERATOR's permit, that may be required with the initiation of this CONTRACT.
  - D. To save and hold harmless Compost USA from any actions and/or penalties associated with the conditions and requirements of the GENERATOR's permit caused by GENERATOR'S or other federal, state, and local rules and regulations, except to the extent that such responsibilities are undertaken by Compost USA as specifically stated under this CONTRACT.
  - E. Provide Compost USA with a certified manifest of the residuals being delivered
  - F. Furthermore, the GENERATOR warrants that the residuals shall not contain hazardous, toxic, industrial or radioactive waste or prohibited substances except as permitted by applicable rules and regulations of federal, state or local governing bodies.
5. \_\_\_\_\_ City of Wildwood hereby covenants and agrees:
  - A. To provide for the hauling of the residuals from the GENERATOR to Compost USA for acceptance, treatment and application as may be required all pursuant to applicable federal, state and local laws, permits and/or regulations. This includes the clean up of any spills or accidents as a result of the transportation of the residuals. City of Wildwood shall save and hold harmless Compost USA for all



## Ocala Recycling Division

Phone: 352-351-0666 Fax: 352-351-2498

P.O Box 193 Silver Springs, FL 34489

liability arising under these activities caused solely by the actions of the City of Wildwood.

- B. To pay Compost USA a fee for disposal (the "Residuals Fee") as negotiated between parties.
- C. To make application (including payment of associated fees) to the FDEP for any modification to City of Wildwood's permit, that may be required with the initiation of this contract.

6. Compost USA hereby covenants and agrees:

- A. To maintain and operate its RMF in accordance with 40 CFR Part 503, 62-640, F.A.C. and any other applicable federal, state and local laws, permits and regulations.
- B. To accept all responsibility and save and hold harmless GENERATOR from any actions and/or penalties for the proper treatment application of the residuals as required by 40 CFR Part 503, 62-640, F.A.C. and any other applicable federal, state and local laws, permits or regulations, and for other actions of CUSA pursuant to this CONTRACT.
- C. To maintain a record of the total quantity of residuals composted to file with FDEP a summary as required by the licensing permit issued to CUSA and to provide the necessary Facility Management Plan as required by FDEP under Chapter 62-640, F.A.C.

City of Wildwood hereby covenants and agrees:

~~To provide for the hauling of the residuals from the GENERATOR to Compost USA for acceptance, treatment and application as may be required all pursuant to applicable federal, state and local laws, permits and/or regulations. This includes the clean up of any spills or accidents as a result of the transportation of the residuals. City of Wildwood shall save and hold harmless Compost USA for all liability arising under these activities.~~

~~To pay Compost USA a fee for disposal (the "Residuals Fee") as negotiated between parties.~~

~~To make application (including payment of associated fees) to the FDEP for any modification to City of Wildwood's permit, that may be required with the initiation of this contract.~~

~~To save and hold harmless Compost USA from any actions and/or penalties associated with the conditions and requirements of City of Wildwood's permit or other federal, state, and local rules and regulations except to the extent that such~~



## Ocala Recycling Division

Phone: 352-351-0666 Fax: 352-351-2498

P.O Box 193 Silver Springs, FL 34489

~~responsibilities are undertaken by Compost USA as specifically stated under this contract.~~

7. The quality of residuals for composting under the Compost USA's Permits, are at a minimum, Sub Class B stabilized as defined in 40 CFR Part 503 and 62-640, F.A.C.
8. Compost USA will not accept residuals that have been lime stabilized.
9. Compost USA currently and will during the term of the CONTRACT have the availability of capacity to handle the agreed upon amount of residuals transported as described herein.
10. The initial term of this CONTRACT shall be for one year (INITIAL TERM), which shall expire one year from the date of execution. Upon the expiration date, and each subsequent anniversary thereof, the CONTRACT will automatically renew for an additional one year term unless either party gives written notice of cancellation by Certified Mail no less than thirty (30) days prior to the expiration date on the then current term. This CONTRACT may be canceled by either party by giving at least 30 days advance written notice by Certified Mail.
11. In the event it should become necessary for either party to retain the services of an attorney to enforce any provision of this CONTRACT, both parties agree that the cost of the legal proceedings and reasonable attorney's fees, including any attorney fees and costs incurred as a result of any proceedings shall be paid by the party that does not prevail, or if comparative fault is found, then pursuant to the determination of the court.
12. Compost USA will invoice City of Wildwood weekly for residuals hauled. Payment shall be made within \_\_\_\_\_30 days\_\_\_\_\_ of the invoice date.

The Residuals Fee will be negotiated in advance between the respective parties. Prices are subject to change upon the completion of the Initial Term of the CONTRACT and each renewal term thereafter.

Compost USA.

Date

City of Wildwood

Date

By:

By:

Its: COO

Its:

**BILLS FOR APPROVAL**  
**City of Wildwood, Florida**  
**June 28, 2010**

<b>3. NEW BUSINESS – ACTION REQUIRED</b> f. Financial - 1. Bills for Approval
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**CITY COMMISSION-LEGISLATIVE DEPARTMENT**

1	Payroll	June 20, 2010 Pay Period - 5 Employees	\$	3,166.60
2	PGIT	Workers Comp Insurance	\$	14.19
3	Sprint	Cellular Service	\$	30.44

**CITY MANAGER-EXECUTIVE DEPARTMENT**

4	Payroll	June 20, 2010 Pay Period - 3 Employees	\$	9,295.80
5	Dept of Management Services	Phone Service	\$	4.25
6	IMS	Monthly Computer Maintenance Contract	\$	183.92
7	PGIT	Workers Comp Insurance	\$	80.48

**CITY CLERK-FINANCIAL & ADMINISTRATIVE DEPARTMENT**

8	Payroll	June 20, 2010 Pay Period - 4 Employees	\$	10,060.87
9	Bank of America	USPS Postal Env.,FL. Notary	\$	701.80
10	Dept of Management Services	Phone Service	\$	5.22
11	IMS	Monthly Computer Maintenance Contract	\$	578.16
12	PGIT	Workers Comp Insurance	\$	87.54
13	Pitney Bowes	Quarterly Postage Meter Rental	\$	171.26
14	Progress Energy	Electric Service	\$	82.45
15	Sprint	Cellular Service	\$	30.54
16	Terminix	Monthly Pest Control Contract	\$	105.00

**BUILDING SERVICES**

17	Payroll	June 20, 2010 Pay Period - 2 Employees	\$	4,893.48
18	Dept of Management Services	Phone Service	\$	5.33
19	IMS	Monthly Computer Maintenance Contract	\$	169.77
20	PGIT	Workers Comp Insurance	\$	480.63
21	Sprint	Cellular Service	\$	40.44

**DEVELOPMENT SERVICES**

22	Payroll	June 20, 2010 Pay Period - 4 Employees	\$	8,853.62
23	Bank of America	Notary Public	\$	128.40
24	Dept of Management Services	Phone Service	\$	4.25
25	FPZA	Membership Dues	\$	125.00
26	IMS	Monthly Computer Maintenance Contract	\$	169.78
27	Lake-Sumter MPO	Southern Oaks Dev. Of Regional Impact Trans.	\$	2,750.00
28	Office Depot	Office Supplies	\$	100.80
29	PGIT	Workers Comp Insurance	\$	75.22
30	Sprint	Cellular Service	\$	30.44

**POLICE DEPARTMENT**

31	Payroll	June 20, 2010 Pay Period - 26 Employees	\$	52,192.46
32	Custom Kingdom	Police Stickers	\$	105.00
33	Dept of Management Services	Phone Service	\$	26.93
34	Martronics, Inc.	Batteries	\$	53.93
35	Northern Tool & Equipment	Solar Battery Charger	\$	112.96
36	PGIT	Workers Comp Insurance	\$	3,032.64
37	Progress Energy	Electric Service	\$	1,396.58
38	Sprint	Cellular Service	\$	268.42
39	Terminix	Monthly Pest Control Contract	\$	30.00

40	Verizon	Mobile Broadband	\$	40.01
<b><u>STREET DEPARTMENT, MECHANIC</u></b>				
41	Payroll	June 20, 2010 Pay Period - 9 Employees	\$	13,584.84
42	Dept of Management Services	Phone Service	\$	1.37
43	PGIT	Workers Comp Insurance	\$	1,705.31
44	Progress Energy	Electric Service	\$	4,670.32
45	Sprint	Cellular Service	\$	152.60
46	Terminix	Monthly Pest Control Contract	\$	14.00
<b><u>COMMUNITY RE-DEVELOPMENT</u></b>				
47	Payroll	June 20, 2010 Pay Period - 1 Employee	\$	2,471.03
48	Dept of Management Services	Phone Service	\$	4.26
49	Mitel Technologies	Phone Handset	\$	7.90
50	PGIT	Workers Comp Insurance	\$	21.41
51	Sprint	Cellular Service	\$	30.44
<b><u>GROWERS MARKET</u></b>				
52	Payroll	June 20, 2010 Pay Period - 1 Employee	\$	307.88
53	Dept of Management Services	Phone Service	\$	4.25
54	PGIT	Workers Comp Insurance	\$	867.87
55	Sprint	Cellular Service	\$	30.44
<b><u>PARKS AND RECREATION</u></b>				
56	Payroll	June 20, 2010 Pay Period - 4 Employees	\$	13,223.50
57	Bank of America	Custom Kingdom, Moore Awards	\$	111.45
58	Coy Thomas Electric	Installed Four Exit Signs & GFCI - Oxford Comm.	\$	838.31
59	CSX Transportation	Annual Fee for A Real Estate Land Only	\$	100.00
60	Dept of Management Services	Phone Service	\$	4.25
61	Earthscapes Unlimited Inc.	1500 4" Begonia's	\$	1,656.00
62	Electro-Mech Scoreboard Co.	Repair of Baseball Scoreboards	\$	387.50
63	HD Supply WaterWorks	Epoxy Bales, Ballcorp MIPXFIP	\$	140.01
64	Kohn Construction & Electric, Inc	Low Voltage Wire, Installed 2 Condensate Switches	\$	165.65
65	Oracle Elevator	Quarterly Maintenance Agreement	\$	384.46
66	PGIT	Workers Comp Insurance	\$	434.57
67	Progress Energy	Electric Service	\$	130.49
68	Sprint	Cellular Service	\$	60.88
69	T & D Waste Services, Inc	Port O Lets - Ball Fields	\$	165.00
70	Terminix	Monthly Pest Control Contract	\$	30.00
71	TurfMasters & Associates, Inc.	Fertilize Large Dry Areas	\$	725.00
<b><u>COMMUNITY CENTER</u></b>				
72	Century Link	Telephone Service	\$	358.48
73	Terminix	Monthly Pest Control Contract	\$	30.00
<b><u>PHYSICAL ENVIRONMENT ADMINISTRATIVE DEPARTMENT</u></b>				
74	Payroll	June 20, 2010 Pay Period - 3 Employees	\$	5,073.69
75	American Society of Notaries	Membership - Deniese	\$	39.00
76	Century Link	Telephone Service	\$	34.68
77	Dept of Management Services	Telephone Service	\$	4.25
78	IMS	Monthly Computer Maintenance Contract	\$	293.92
79	Mitel Technologies	Phone Handset	\$	15.80
80	PGIT	Workers Comp Insurance	\$	43.57
81	Pitney Bowes	Quarterly Postage Meter Rental	\$	171.25

82	Sunstate Meter & Supply, Inc.	9300 Replacement Batteries	\$	107.44
83	Terminix	Monthly Pest Control Contract	\$	15.00

**WATER DEPARTMENT**

84	Payroll	June 20, 2010 Pay Period - 8 Employees	\$	15,052.07
85	Bank of America	Expedia,FL Wtr.,Portable Comp.,Harbor Freight	\$	786.93
86	Brenntag	Liquid Chlorine	\$	868.46
87	Cottom's A-1 Sod	10 Pcs Bahia - Gamble Street Fire Hydrant	\$	8.00
88	CSX Transportation	Annual Fee for A Real Estate Land Only	\$	194.00
89	C.W. Roberts Contracting, Inc	WW S-III Pour	\$	120.06
90	Dept of Management Services	Phone Service	\$	2.05
91	Diversified Drilling Corporation	Champagne Farms Well	\$	53,915.13
92	HD Supply WaterWorks	Bend CP DI,Reducer,Restrainer, Sleeve,Reg ACC Set	\$	657.80
93	Interstate Electric Services	Replace UPS, Pressure Transducer,Replace Fuses	\$	2,926.05
94	PGIT	Workers Comp Insurance	\$	1,165.38
95	Progress Energy	Electric Service	\$	1,759.02
96	Sprint	Cellular Service	\$	229.19
97	Sumter Electric	Electric Service	\$	1,475.63
98	Sunstate Meter & Supply, Inc.	Battery Pack F/Field Program	\$	119.14
99	Terminix	Monthly Pest Control Contract	\$	30.00
100	The Dumont Company, Inc.	Hypochlorite Solution, Clear Flow , Ball Valves,Etc	\$	3,556.95

**REFUSE DEPARTMENT**

101	Payroll	June 20, 2010 Pay Period - 6 Employees	\$	13,562.02
102	C.R. 466A Landfill Facility, LLC	Tipping Fee	\$	400.14
103	Holtz Industries, Inc.	Lids - Front Load Dumpsters, Rods	\$	424.70
104	PGIT	Workers Comp Insurance	\$	2,960.49
105	Terminix	Monthly Pest Control Contract	\$	14.00

**WASTEWATER DEPARTMENT**

106	Payroll	June 20, 2010 Pay Period - 16 Employees	\$	31,830.34
107	A.W.K. Industries	WAS Flow Meter Replaced, New Converter,Wired	\$	811.42
108	Bank of America	Crowne Plaza,Off.Depot,Renaissance Hotel,CVS	\$	738.76
109	Blumenauer	Spacer Bushing, Spacers	\$	103.95
110	Century Link	Telephone Service	\$	55.59
111	Coy Thomas Electric, Inc.	Electric E-1 Station, Pole Lights,	\$	1,143.30
112	Dept of Management Services	Telephone Service	\$	8.61
113	E & B Hauling Services, LLC.	Cake Removal	\$	2,816.00
114	Ferguson Enterprises, Inc.	MJ Long, Bend, Blue Pipe, Green Pipe	\$	6,233.20
115	Hardy Diagnostics	Petri Dish w/ Pads, Sterile, Simport	\$	330.00
116	HD Supply WaterWorks	PVC Purple Pipe, Dbl Union, Regulator, Valves	\$	1,261.19
117	MMD Computer Center, Inc.	Battery Back Up	\$	79.99
118	Odyssey Manufacturing Co.	Hypochlorite Solution	\$	2,460.75
119	PGIT	Workers Comp Insurance	\$	1,373.61
120	Professional Maintenance Prod.,Inc	Citra Solv Lift Station Degreaser	\$	1,309.10
121	Progress Energy	Electric Service	\$	943.39
122	Sprint	Cellular Service	\$	152.20
123	Sumter Electric	Electric Service	\$	329.08
124	Terminix	Monthly Pest Control Contract	\$	30.00
125	Test America	Environmental Testing	\$	1,102.50

**GREENWOOD CEMETERY**

126	Progress Energy	Electric Service	\$	12.81
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**WILDWOOD INDUSTRIAL PARK**

**ATTORNEYS/CONSULTANTS/SURVEYORS**

**FUEL INVENTORY**

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<b>TOTAL</b>	<b>\$ 301,655.68</b>
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CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA

S E A L

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

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

**CITY OF WILDWOOD  
EXECUTIVE SUMMARY**

g. General Items for Consideration  
(1) City Manager Evaluation

**SUBJECT:** City Manager Evaluations

**REQUESTED ACTION:** FYI

Work Session (Report Only)  
 Regular Meeting

**DATE OF MEETING:** 6/28/10  
 Special Meeting

**CONTRACT:**  N/A

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

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

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

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

**BUDGET IMPACT:** \$0

Annual

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

Capital

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

N/A

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**HISTORY/FACTS/ISSUES:**

Mayor and Commission,

All City Manager evaluations have been turned in. Because the evaluation is an assessment of my performance and the evaluation itself is considered communication between elected officials because a future decision can be based on the forms, they will be submitted to you at the Commission Meeting.

If the Commission would like to discuss my performance or the evaluations after you review them, staff would place the discussion item on the next agenda.

Regards,



Robert Smith