

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

February 8th, 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)	NONE AT THIS TIME	
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* Quasi Judicial Hearing

2. REPORTS AND PUBLIC INPUT

- SPECIAL PRESENTATION: NONE AT THIS TIME
 - a. City Manager
 - b. City Attorney
 - c. City Clerk
 - d. Commission Members
 - e. Public Forum (10 minute time limit)
 - f. Notes, Reports, and items for the file as attached

3. NEW BUSINESS – ACTION REQUIRED

a. **MINUTES**

1. Minutes of Regular Meeting held on January 25th, 2010 (Attachments – Staff recommends approval)

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

1. None

c. RESOLUTIONS FOR APPROVAL:

1. Resolution No. R2010-05, a resolution opposing the Florida Hometown Democracy's "proposed amendment" which would force voters to decide all changes to a city's or county's comprehensive plan (Attachments – Staff Recommends Approval)
2. Resolution No. R2010-06, a resolution opposing a proposed amendment to the Florida Constitution known as the Taxpayers Bill of Rights (TABOR) (Attachments – Staff Recommends Approval)

d. APPOINTMENTS

1. None

e. CONTRACTS AND AGREEMENTS

1. None

f. FINANCIAL

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

g. GENERAL ITEMS FOR CONSIDERATION

1. **TABLED 01.25.10** – Discussion relative to the purchase of the King Park Court property (Attachments – Board Option)
2. Designation of representative to attend the FLC Legislative Action Day in Tallahassee on March 24, 2010 (Attachment)

4. ADJOURN:

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**NOTES – NO ACTION REQUIRED:**

- a. None

**REPORTS:**

**CITY MANAGER:**

1. FYI - DCA (Department of Community Affairs) timeline for comp plan approval (Attachment)
2. FYI – 2009-10 Transportation Concurrency Mgmt. System – cost to update 2010 traffic count spreadsheet (Attachment)
3. FYI – Notice of City's Parks & Recreation Department Easter Egg Hunt, sponsored by the 44 Lions Club of Wildwood (Attachments)

2. REPORTS AND PUBLIC INPUT (Attachments)

▪ SPECIAL PRESENTATION:

NONE at the time

(a) CITY MANAGER:

NOTES:

None

REPORTS:

- f.1. FYI - DCA (Department of Community Affairs) timeline for comp plan approval (Attachment)
- f.2. FYI – 2009-10 Transportation Concurrency Mgmt. System – cost to update 2010 traffic count spreadsheet (Attachment)
- f.3. FYI – Notice of City’s Parks & Recreation Department Easter Egg Hunt, sponsored by the 44 Lions Club of Wildwood (Attachments)

(b) CITY ATTORNEY:

(1)

(c) CITY CLERK:

(1)

(d) COMMISSION MEMBERS:

(1)

(e) PUBLIC FORUM:

(1)

(f) NOTES/REPORTS/FILED ITEMS:

(1) [Refer to (a) - City Manager]

## CITY COMMISSION OF THE CITY OF WILDWOOD

### EXECUTIVE SUMMARY

**SUBJECT:** DCA/2035 Comprehensive Plan Amendment Timeline

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

- Work Session (Report Only)  
 Regular Meeting

**DATE OF MEETING:** 2/18/10  
 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:

Based upon finalization of the settlement/compliance agreement, the following timeline will be followed to complete the process:

February 22, 2010

Public Hearing on the settlement/compliance agreement  
Commission to adopt the 163 agreement  
First reading of the compliance ordinance  
Mayor to sign agreement

February 23, 2010

City to submit settlement/compliance agreement to DCA (via FEDEX) and send copy to Sumter County

March 8, 2010

Public hearing on compliance ordinance

March 9-18, 2010

Submit copy of ordinance/comp plan remedial action to DCA (via FEDEX), WRPC and other relevant agencies

DCA will have 30 days for review but must issue/publish the Notice of Intent within 30 days.

Affected persons may file a petition within 21 days of the Notice of Intent.

After the 21 day appeal period, City staff can begin the rezoning process.

Melanie Peavy  
Development Services Director

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# WADE TRIM

2. REPORTS & PUBLIC INPUT  
( f. 2 ) FYI - Transportation Concurrency Traffic  
Counts - cost to update 2010 spreadsheet

February 2, 2010

Mr. Dave Grimm  
Project Planner  
City of Wildwood  
100 North Main Street  
Wildwood, FL 34785

Re: 2009/10 Transportation Concurrency Management System

Dear Mr. Grimm:

Wade Trim is pleased to submit this quote to conduct the 24-Hour Traffic Counts for the City of Wildwood in Sumter County. Based on the spreadsheet with the traffic count locations, we have identified a total of 29 locations.

We will collect the traffic counts and provide the following deliverable: Transportation Concurrency Management System spreadsheet with updated 2010 traffic counts. This spreadsheet was provided to us by the City of Wildwood with existing traffic counts. Since we do not have a contract with the City of Wildwood, a purchase order is requested in order to provide this service.

Our fee to collect the traffic counts and provide the updated spreadsheet is a Lump Sum as listed below:

| <u>Project Component</u> | <u>Fee</u> |
|--------------------------|------------|
| 24-Hour Counts           | \$4,670.00 |

We look forward to completing this project for the City of Wildwood.

Sincerely,

WADE TRIM, INC.

Felicia A. Pannell, PE  
Project Manager

WADE TRIM, INC.

Lawrence I. Josephson, PE  
Transportation Section Manager

FAP/LIJ:jjc

AAA-1000.10M

P:\AAA1000\Fpannell\Final\City of Wildwood Proposal Letter 020210.doc

Wade Trim, Inc.  
Renaissance 5  
8745 Henderson Road, Suite 220  
Tampa, FL 33634

813.882.8366  
888.499.9624  
813.884.5990 fax  
www.wadetrim.com



# CITY OF WILDWOOD, FLORIDA

## MEMORANDUM

Jason Hargrove, Parks & Recreation Coordinator

100 North Main Street, Wildwood, FL. 34785

(352) 330-1330 x114

Jhargrove-wildwood@cfl.rr.com

**Attention:** Robert Smith, City Manager

**Date:** 2/3/2010

**Subject:** Easter Egg Hunt



Mr. Smith,

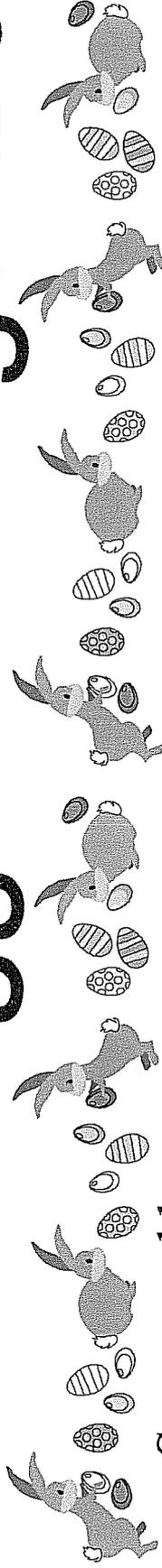
I would like to inform you that the 44 Lions Club of Wildwood will be sponsoring the Easter Egg-stravaganza this year that will be on April 3, 2010. They will be donating \$4000 to the event and that amount will cover most of the cost of the event. If you have any questions, please feel free to contact me.

Respectfully,

A handwritten signature in cursive script that reads "J Hargrove".

Jason Hargrove  
Parks & Recreation Coordinator  
City of Wildwood

# City of Wildwood Parks & Recreation Department Presents Easter Egg-Stravaganza



Sponsored by:

*44 Lions Club of Wildwood*

**Saturday, April 3, 2010**

**9am-11am**

**Hunt begins at 10:00 a.m.**

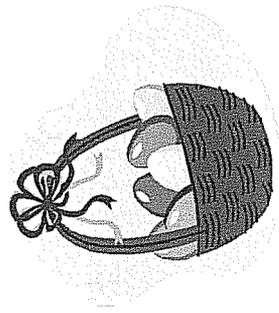
**Millennium Park Baseball Fields**

**AGES 3-12:**

**(Groups: 3-4, 5-6, 7-8, 9-10, 11-12)**

Bring your basket to collect Easter eggs. Find an egg with a number in it and receive a prize. Find an egg with a **GOLDEN EGG** in it and receive a **SUPER PRIZE !**

**Face Painting will be available  
9am until 11am**



# Free!



City of Wildwood Parks and Recreation Department  
Jason Hargrove, Parks & Recreation Coordinator  
(352) 330-1330 Ext 114 or [jhargrove-wildwood@cfl.rr.com](mailto:jhargrove-wildwood@cfl.rr.com)  
[www.wildwood-fl.gov](http://www.wildwood-fl.gov)

CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA  
REGULAR MEETING  
JANUARY 25, 2010 – 7:00 P.M.  
CITY HALL COMMISSION CHAMBER

The City Commission of the City of Wildwood met in Regular session January 25, 2010 at 7:00 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, Wastewater Director Bennett.

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

- (a) 7:00 PM  
NONE AT THIS TIME

2. REPORTS AND PUBLIC INPUT

- SPECIAL PRESENTATION by Mayor Wolf Certificate of Appreciation of Outstanding Community Service & Following The Dream to Commissioner (Chief) Don C. Clark from the Citizens & Community of Wildwood (Attachment on file)
- Mayor Wolf noted that City Clerk Jacobs and his wife had also been recognized.
  - a. City Manager
    - 1) Discussion relative to city tour prior to budget session (Attachment – Board Option)  
Would like to tour City with Commissioners. Requested they contact him to schedule.
    - 2) Report on rewarding of grant for Growers Market (Attachment)  
Susan Kelly assisted with the grant process. Will provide for advertising and some equipment necessary to accept food stamps.
    - 3) Budget Analysis Report for December 2009 (Attachments – Staff Recommends Approval)  
Actually for the first quarter. General Revenue down also Expenditures down. Net down about \$7,000. Three new major developments will soon receive the CO. Peppertree Apartments, Mission Oaks, and Oxford Retirement Residents. Property tax won't be received until next year, but there will be ancillary taxes. Enterprise Revenue ups and Expenditures are down. Will be presented mid-year budget analysis in April. Quarterly department meetings include discussion of budget and where the City stands.
    - 4) DCA (Department of Community Affairs) update (Attachment)  
Noted report at last meeting. City was waiting for response from Secretary Pelham. Received call on that Thursday that DCA has agreed to settle. Now working out issues as to how will settle and when we will settle. One issue is about what to approve together. There is the Comp Plan, the DO's and as part of the DO's, the Prop Share Agreements. Our arguments to DCA are that we can approve the Comp Plan and DO's but not the Prop Share Agreements, because they take longer to negotiate. Those negotiations were stalled because they didn't know what DCA was going approve which

has an impact on their trip counts and their transportation corridors to where the money amount goes up and down. Once resolved they will know what their phase I impact fees will be. City's thoughts have been passed on to DCA, which will be given to Secretary Pelham. Still some hearings and approval processes. But feel this is wrapped up. Expressed thanks to everyone involved – Consultants, Attorney Blair, the DRI's, the County - Bradley Arnold, Brad Cornelius. Once approved, will submit JPA and Future Land Uses. Once approved we have staked our claim to Central Florida area as far as not using DCA anymore. DCA has commented that this is the way they want growth and development in the future.

Mayor Wolf expressed gratitude to CM Smith on his effort in this process.

Commissioner Allen noted he met Secretary Pelham on Friday. Secretary Pelham made comments about Wildwood and how the process was expedited. Commissioner Allen stated he just smiled, knowing all the trips taken and time involved in the process.

- 5) FYI – City of Bushnell – Petition for Special Exception for Class I Landfill (Attachments)  
If any Commissioner has questions, please contact him.
  - 6) FYI – Comparison Graphs for Bushnell and Wildwood Libraries (Attachments)  
Provided by the County. Commission asked that the County be contacted to continue to provide the reports if possible.
  - 7) FYI – Quarterly Reports from Department Heads (Attachments)  
Will be providing Quarterly reports from Department Heads as to what is being done.
  - 8) Meeting time was placed on Website. Will bring results back later.
  - 9) Parks & Rec have met with Dixie Youth and have an agreement that will be submitted to CA Blair for review.
  - 10) Board Appointments will be on website soon. Results will be brought back.
- b. City Attorney  
Regarding DCA - Will be bringing an agreement to the February 8 meeting for the Commission to review. The agreement is with Sumter County and DCA as to the future population growth of Wildwood making up 25% of the County's growth. If anyone talks with a County Commissioner, let them know how important this agreement is to the City. Sumter County stated they would approve.
- c. City Clerk – None
- d. Commission Members  
Allen – Regarding TABOR and Home Town Democracy bills. WRPC is writing a resolution for cities to review and adopt to oppose TABOR. Cities will lose money if

enacted. CM Smith – It takes a lot of authority away from the local government. Some of the steps the City is currently taking may prevent TABOR from effecting the City. Will meet with CA Blair to draft resolutions.

Allen – If there any way for the City to get information to the citizens to please complete their census forms, please do so.

- e. Public Forum (10 minute time limit) – None
- f. Notes, Reports, and items for the file as attached  
Notes – no action required: None

3. NEW BUSINESS – ACTION REQUIRED

a. MINUTES

- 1) Minutes of Regular Meeting held on January 11, 2010 (Attachments – Staff recommends approval)

Motion by Commissioner Strickland, second by Commissioner Clark that the minutes of the regular meeting of January 11, 2010 be approved as typed. Motion carried. All voting yea.

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

- 1) None

c. RESOLUTIONS FOR APPROVAL:

- 1) None

d. APPOINTMENTS

- 1) None

e. CONTRACTS AND AGREEMENTS

- 1) Proposed Amendment 1 to the FDEP – SRF loan agreement which adjusts project cost and reduces the semiannual loan payment (Attachments – Staff Recommends Approval)

Motion by Commissioner Allen, second by Commissioner Bivins to authorize execution of Amendment 1 to the FDEP-SRF loan agreement. Motion carried. All voting yea.

f. FINANCIAL

- 1) Bills for Approval (Attachments – Staff Recommends Approval)  
Motion by Commissioner Strickland, second by Commissioner Bivins to approve payment of bills. Motion carried. All voting yea.
- 2) Approval requested regarding quotes for Influent CCC Pumps (replacement) (Attachments – Staff Recommends Approval)

CM Smith – Connection fees can be utilized since this is an upgrade.

Motion by Commissioner Allen, second by Commissioner Strickland to approve upgrades of electrical system for the CCC pumps with a cost of approximately \$30,800. Motion carried. All voting yea.

- 3) Purchase of items for CRW Systems implementation (Handout in Meeting)

Motion by Commissioner Clark, second by Commissioner Strickland to approve the recommendation of staff and upgrade the computer stations through IMS at a cost of \$775 each. Motion carried. All voting yea.

g. GENERAL ITEMS FOR CONSIDERATION

- 1) Review/ approval of Proposed budget schedule for the 2010-2011 budget sessions (Attachments – Staff Recommends Approval)

Commission approved by Common Consensus for first Budget Workshop to be held on July 6.

- 2) Discussion relative to the purchase of the King Park Court property (Attachments – Board Option)

CM Smith – have funds in Parks & Rec Impact Fund and Police Impact Fund. Asked for direction. Submit an offer or not and what amount. There would be additional cost for demolition. Mayor Wolf asked what the cost to get rid of the materials would be. CA Blair to check on holding Executive Session at next meeting.

CA Blair requested an Executive Session be scheduled for February 8 Regular meeting regarding the USDA bid for King Park Court.

Motion by Commissioner Bivins, second by Commissioner Clark that Discussion relative to the purchase be tabled until the February 8 meeting. Motion carried. All voting yea.

- 3) Discussion relative to Police Department application for a USDA Community Facilities Grant (Attachments – Board Option)

Motion by Commissioner Allen, second by Commissioner Clark authorizing execution of the USDA Community Facilities Grant application. Motion carried. All voting yea.

4. ADJOURN:

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

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5. RECONVENE AS MEMBERS OF THE CRA (Community Redevelopment Agency)

- a. Discussion regarding Individual Project Order No. 7 from Kimley-Horn, Inc. (in accordance with the terms of the Professional Services Agreement) for a study relative to flooding zones in the city's mature neighborhoods (Attachments – Staff Recommends Approval)

Minutes
Page 5
January 25, 2010

CM Smith – Kimley-Horn will prioritize projects. Costs for each project will be provided. Will use CRA funds.

Rick Busche of Kimley-Horn indicated the study would take approximately 6 to 8 weeks. About 90 days all together.

CM Smith – at first of year approximately \$600,000 in CRA funds, some of which have been committed, but should be sufficient funds.

Rick Busche – update of Gamble/Oxford stormwater retention project. Designed and submitted to FDEP for permitting.

Motion by Commissioner Bivins, second by Commissioner Strickland to approve Individual Project Order No. 7 from Kimley-Horn, Inc. Motion carried. All voting yea.

6. ADJOURN

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

CITY OF WILDWOOD, FLORIDA
CITY COMMISSION

S E A L

ATTEST: _____
Joseph Jacobs, City Clerk

Ed Wolf, Mayor

RESOLUTION R2010-05

A RESOLUTION OF THE CITY OF WILDWOOD, FLORIDA; OPPOSING FLORIDA HOMETOWN DEMOCRACY'S PROPOSED AMENDMENT TO THE FLORIDA CONSTITUTION THAT WOULD FORCE VOTERS TO DECIDE ALL CHANGES TO A CITY OR COUNTY'S COMPREHENSIVE PLAN; URGING MUNICIPALITIES THROUGHOUT SUMTER COUNTY AND THE STATE OF FLORIDA, AS WELL AS FLORIDA ELECTORS, TO OPPOSE FLORIDA HOMETOWN DEMOCRACY'S PROPOSED AMENDMENT TO THE FLORIDA CONSTITUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Wildwood, Florida as well as other cities throughout the State of Florida continue to experience sizeable growth; and,

WHEREAS, the challenges presented by growth require that local governments embrace smart growth policies aimed at protecting our State's quality of life, engendering greater economic prosperity and equitably planning for the common good; and,

WHEREAS, smart growth requires careful planning and direction combined with a clear and effective means of engaging the general public; and,

WHEREAS, the City Commission of the City of Wildwood understands that elected leaders must always empower citizens and never abandon government's primary responsibility for creating sound public policy; and,

WHEREAS, the City Commission, when considering comprehensive plan amendments and other land use changes, solicits input from the general public pursuant to Chapter 163, Florida Statutes; and,

WHEREAS, the City Commission gives great weight to the comments of the general public when evaluating comprehensive plan amendments and other land use changes; and,

WHEREAS, the Florida Hometown Democracy initiative seeks to place a constitutional amendment before Florida voters to amend Article II, Section 7 of the Florida Constitution to mandate that before a local government may adopt a new comprehensive land use plan, or amend a comprehensive land use plan, the proposed plan or amendment shall be subject to vote of the electors of the local government by referendum, following preparation by the local planning agency, consideration by a governing body and notice; and,

WHEREAS, this proposed amendment constitutes a fundamental abandonment of the City’s comprehensive plan and land use amendment process, which has historically been an effective and efficient model for furthering planning and development throughout the City; and,

WHEREAS, the proposed amendment constitutes an abandonment of the lengthy and extensive visioning process followed by the City of Wildwood and Sumter County to determine the most efficient and best future growth plan for the City of Wildwood and Sumter County; and,

WHEREAS, the initiative interferes with the legislative process of governing which is the historic basis of governing in this State; and,

WHEREAS, this proposed amendment will further paralyze local governments by creating undue delay in development and potentially cripple vital public services including crime prevention, transportation improvement and public education, among others; and,

WHEREAS, the City Commission of the City of Wildwood, Florida deems to be in the best interests of the citizens and residents of the City and the entire State to oppose the Florida Hometown Democracy’s proposed amendment to the Constitution of the State of Florida.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WILDWOOD, FLORIDA:

SECTION 1. The foregoing “WHEREAS” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

SECTION 2. The City of Wildwood City Commission hereby opposes the Florida Hometown Democracy’s proposed Constitutional amendment that would force voters to decide all changes to a city or county’s comprehensive plan. The City Commission hereby further urges municipalities in Sumter County and throughout the State of Florida, as well as Florida electors, to oppose Florida Hometown Democracy’s proposed Constitutional amendment if it appears on the general election ballot.

SECTION 3. The City Clerk is hereby directed to provide a certified copy of this Resolution to the Governor of the State of Florida, the Speaker of the Florida House of Representatives, the President of the Florida Senate, the members of the Sumter County Legislative delegation, the Florida League of Cities, all municipalities in Sumter County, and the Sumter County Board of County Commissioners.

SECTION 4. All resolutions or parts of resolutions in conflict herewith be, and the same are hereby repealed to the extent of such conflict.

SECTION 5. If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or

application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 6. This Resolution shall become effective immediately upon its passage and adoption.

DONE AND RESOLVED, this _____ day of _____, 2010, in regular session, by the City Commission of the City of Wildwood, Florida.

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

RESOLUTION R2010-06

A RESOLUTION OF THE CITY OF WILDWOOD, FLORIDA; OPPOSING PROPOSED AMENDMENT TO THE FLORIDA CONSTITUTION KNOWN AS TAXPAYERS BILL OF RIGHTS (TABOR) THAT WOULD LIMIT STATE AND LOCAL GOVERNMENT REVENUES AND REQUIRE VOTER APPROVAL OF NEW TAXES AND FEES; URGING MUNICIPALITIES THROUGHOUT SUMTER COUNTY AND THE STATE OF FLORIDA, AS WELL AS FLORIDA ELECTORS, TO OPPOSE THE PROPOSED AMENDMENT TO THE FLORIDA CONSTITUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Wildwood, Florida, as well as other cities throughout the State of Florida continues to provide services to local populations such as, among other things, police services, utility services, and refuse collection services; and,

WHEREAS, these vital services are necessary to the continued health and safety of the citizens of the City and the State of Florida; and,

WHEREAS, the City of Wildwood and other cities throughout the State of Florida provide services related to land use and growth such as building inspections, planning and zoning services, and local comprehensive planning services; and,

WHEREAS, these services are vital to the efficient growth and development of the City and State; and,

WHEREAS, the City of Wildwood and other cities throughout the State of Florida also provide recreation services that promote the interest of the public and add to the quality of life of all people residing in such cities; and,

WHEREAS, the City of Wildwood's recreation services permit such things as children and adult baseball, softball, flag football, soccer, art classes and many other types of recreational activities which would not be available or would be less available if the City did not offer these services; and,

WHEREAS, the City of Wildwood and other cities throughout the State of Florida and counties provide library services to their citizens, enriching their lives; and,

WHEREAS, these services are valuable to the continued well being of the citizens of the City of Wildwood, Sumter County, and other cities and counties; and,

WHEREAS, the challenges to continue to provide these services require that local governments embrace smart economic policies aimed at protecting our State's quality of

life, engendering greater economic prosperity and equitably planning for the common good; and,

WHEREAS, smart economic planning requires careful planning and direction combined with a clear and effective means of engaging the general public; and,

WHEREAS, local governments have a better knowledge of the needs for services on a local level; and,

WHEREAS, local governments can only provide these services if they are able to fund these services; and,

WHEREAS, the Taxpayers Bill of Rights will place more authority at the State level for tax and budget decisions; and,

WHEREAS, the City Commission of the City of Wildwood understands that elected leaders must always empower citizens and never abandon government's primary responsibility for creating sound public policy; and,

WHEREAS, the City Commission, when considering changes to taxation fee structures solicits input from the general public; and,

WHEREAS, the City Commission gives great weight to the comments of the general public when evaluating fee or tax changes; and,

WHEREAS, the Taxpayers Bill of Rights initiative seeks to place a constitutional amendment before Florida voters by referendum to amend Article VII of the Florida Constitution to mandate limitations of local government revenue and voter approval of new taxes and fees; and,

WHEREAS, this proposed amendment constitutes a fundamental abandonment of the legislative process long used to allow the necessary flexibility in local governments which has historically been an effective and efficient model for furthering planning and development throughout the City; and,

WHEREAS, this proposed amendment will further paralyze local governments by creating undue delay in development and potentially cripple vital public services including crime prevention, transportation improvement, public utilities, public recreation services, public library services, emergency medical services, local planning services, building safety, and public education, and all other local government services; and,

WHEREAS, the City Commission of the City of Wildwood, Florida deems it to be in the best interests of the citizens and residents of the City and the entire State to oppose the proposed amendment to the Constitution of the State of Florida.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WILDWOOD, FLORIDA:

SECTION 1. The foregoing “WHEREAS” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

SECTION 2. The City of Wildwood City Commission hereby opposes the proposed Constitutional Amendment that would force voters to decide new tax and fee issues. The City Commission hereby further urges municipalities in Sumter County and throughout the State of Florida, as well as Florida electors, to oppose the proposed Constitutional amendment if it appears on the general election ballot.

SECTION 3. The City Clerk is hereby directed to provide a certified copy of this Resolution to the Governor of the State of Florida, the Speaker of the Florida House of Representatives, the President of the Florida Senate, the members of the Sumter County Legislative delegation, the Florida League of Cities, all municipalities in Sumter County, and the Sumter County Board of County Commissioners.

SECTION 4. All resolutions or parts of resolutions in conflict herewith be, and the same are hereby repealed to the extent of such conflict.

SECTION 5. If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 6. This Resolution shall become effective immediately upon its passage and adoption.

DONE AND RESOLVED, this _____ day of _____, 2010, in regular session, by the City Commission of the City of Wildwood, Florida.

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

Taxpayer Bill of Rights Legislation Is the **Biggest Threat Yet to Home Rule**

by Tim Stanfield

We all know the adage about something sounding too good to be true. The Taxpayer Bill of Rights (TABOR) proposal certainly falls into that category. The concept of TABOR is compelling: restrain government spending so it will not outpace personal income growth. In reality, however, TABOR has proven destructive.

After several years of TABOR policies in Colorado, that state's voters decided to suspend it because of the damage it inflicted on education and social services. Before TABOR, Colorado ranked as one of the top 10 states for both education and health care funding. Less than five years after the adoption of TABOR, Colorado ranked in the bottom 10 in both categories.

In Florida's 2009 legislative session, a TABOR bill was filed that proposed to cap expenditure growth for all governments in the state to a baseline of the 2010-2011 fiscal-year budget. Budgets could have increased annually by only a limited amount based on the Consumer Price Index (CPI) plus population growth. In addition, the proposal would have required voter approval for any "new" taxes or fees. That bill failed to pass, but the Florida League of

Cities anticipates that Sen. Mike Haridopolos will file a similar bill for the 2010 session.

In anticipation of another TABOR proposal, the League has made TABOR a legislative priority. In sum, the League will oppose any artificial or arbitrary caps placed on municipal revenues or expenditures. If the Legislature chooses to move forward with a TABOR bill, however, it is paramount that any proposal:

- include the state and the school districts in addition to cities, counties and special districts – NO EXCEPTIONS;
- have a revenue limitation or an expenditure limitation, but not both;
- be accompanied by a significant restriction on unfunded state and federal mandates;
- not penalize local governments that have historically been frugal with their revenues and taxing authority;
- permit a limited override by extraordinary vote of the governing body;
- exclude user fees;
- include an inflationary index that accurately reflects the type of expenditures that dominate local government operations;

- exclude non-recurring revenues;
- exclude the replacement of any lost revenue sharing;
- permit cities to override the limitation to raise revenues or expend funds to recover from disasters; and
- recognize the differing reserve requirements between different sizes of government, if the proposal imposes restrictions on the ability of government to maintain adequate reserves.

Although we don't know the specific provisions of this session's TABOR proposal, we do know the issue will return. The League will depend on your action to overcome this challenge. TABOR is the biggest threat to home rule Florida's cities have faced. It will cement in Florida's Constitution a "one size fits all" fiscal gimmick that has proven disastrous in other states.

Please discuss this issue before the 2010 session begins. Protect your municipality's home-rule rights and help ensure that our state continues as a representative democracy. If you wait until the session to act, it may be too late.

Tim Stanfield is assistant general counsel for the Florida League of Cities.

BILLS FOR APPROVAL
City of Wildwood, Florida
February 8, 2010

3. NEW BUSINESS – ACTION REQUIRED f. Financial - 1. Bills for Approval

CITY COMMISSION-LEGISLATIVE DEPARTMENT

1	Payroll	January 31, 2010 Pay Period - 5 Employees	\$	2,111.04
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CITY MANAGER-EXECUTIVE DEPARTMENT

2	Payroll	January 31, 2010 Pay Period - 3 Employees	\$	9,207.47
3	Bank of America	Marriott Tampa -R Smith	\$	101.00
4	Bright House	Internet Service	\$	21.00
5	Capital Office Products	Office Supplies	\$	6.62
6	Dept of Management Services	Phone Service - Suncom	\$	4.89
7	Ernie Morris Enterprises	Office Supplies	\$	57.63
8	IMS	Computer Maintenance Contract	\$	183.91

CITY CLERK-FINANCIAL & ADMINISTRATIVE DEPARTMENT

9	Payroll	January 31, 2010 Pay Period - 4 Employees	\$	10,060.87
10	Bank of America	Norton Anti-Virus, Symantec, USPS-NCMS	\$	558.60
11	Bright House	Internet Service	\$	27.95
12	Capital Office Products	Office Supplies	\$	3.30
13	Davis Monk & Company	Progress Billing for Audit Work Completed 2009	\$	12,500.00
14	Dept of Management Services	Phone Service - Suncom	\$	5.07
15	EGP	Monthly Copier Maintenance	\$	44.61
16	Ernie Morris Enterprises	Office Supplies	\$	32.46
17	Federal Express	Postage	\$	39.47
18	HD Supply Waterworks	Ball Valves, Solvent Weld Bell	\$	125.63
19	IMS	Computer Maintenance Contract	\$	578.17
20	Oracle Elevator Company	Quarterly Maintenance Contract	\$	189.02
21	Progress Energy	Electric Service	\$	254.26
22	Resource One	Cleaning Supplies	\$	23.65
23	The Daily Commercial	Ads	\$	78.62
24	Wesco Fountains	Motor and Pump	\$	286.15
25	Wildwood Ace Hardware	Paint,Lawn Rake	\$	23.96

BUILDING SERVICES

26	Payroll	January 31, 2010 Pay Period - 3 Employees	\$	7,225.82
27	Bank of America	PC Tools, Int'l Code Council Inc	\$	159.95
28	Bright House	Internet Service	\$	21.00
29	Capital Office Products	Office Supplies	\$	31.93
30	Dept of Management Services	Phone Service - Suncom	\$	6.05
31	EGP	Monthly Copier Maintenance	\$	13.56
32	Ernie Morris Enterprises	Office Supplies	\$	3.87
33	IMS	Computer Maintenance Contract	\$	169.78
34	Sunshine Building Code	Inspections	\$	1,422.50
35	Terminix	Extermination of 609 Fourth St for Demolition	\$	150.00

DEVELOPMENT SERVICES

36	Payroll	January 31, 2010 Pay Period - 4 Employees	\$	8,853.62
37	Bank of America	La Quinta Inn,Norton, Andrews, La Fiesta	\$	285.70
38	Bright House	Internet Service	\$	28.00
39	Capital Office Products	Office Supplies	\$	11.07
40	C & S Reprographics & Copy Ctr	Bright White Paper	\$	20.89
41	Dept of Management Services	Phone Service - Suncom	\$	4.89

42	EGP	Monthly Copier Maintenance	\$	13.56
43	Ernie Morris Enterprises	Office Supplies	\$	10.41
44	IMS	Computer Maintenance Contract	\$	169.77
45	The Daily Commercial	Ads	\$	150.63

POLICE DEPARTMENT

46	Payroll	January 31, 2010 Pay Period - 26 Employees	\$	57,335.56
47	Capital Office Products	Office Supplies	\$	363.57
48	Cason and Gaskins TV Inc	DVD's, DS Converter, Gigaware Wireless, Triplite	\$	282.62
49	Communications International	Calibrations	\$	1,382.53
50	Dept of Management Services	Phone Service - Suncom	\$	36.76
51	EGP	Monthly Copier Maintenance	\$	94.24
52	Electronics & Communications	Portable Radios, Chargers, Leather Case, Mic's	\$	1,822.84
53	Ernie Morris Enterprises	Office Supplies	\$	183.00
54	Key Scales Ford	Manual Sensor	\$	93.20
55	Law Enforcement Supply	Maglite, Lite for Life Flash, Battery, Pants & Hem	\$	1,059.26
56	L3 Mobile-Vision Inc	Microphone w/Battery	\$	222.00
57	Progress Energy	Electric Service	\$	193.07
58	Public Safety Specialties, Inc	Micro DV Recorder	\$	149.00
59	Resource One	Cleaning Supplies	\$	152.79
60	Wildwood Ace Hardware	Keys, Kwikset, Bulbs, Cleaner, Cabinet Lock, Etc	\$	61.83
61	Wildwood Computer	Adapter / Monitor Low Profile, Cable	\$	321.50
62	Wildwood Tire Company	Tires and Repairs	\$	541.76

STREET DEPARTMENT, MECHANIC

63	Payroll	January 31, 2010 Pay Period - 9 Employees	\$	13,797.75
64	Big Truck Parts Inc	Filters	\$	6.89
65	Bright House	Internet Service	\$	79.95
66	Capital Office Products	Office Supplies	\$	2.59
67	Cindy Chevrolet	Bezel-Hdl, Hdl-E Gat	\$	98.40
68	C.W. Barricades, Inc	Sign Rental for CSX Closures	\$	317.20
69	Dept of Management Services	Phone Service - Suncom	\$	3.81
70	Fastenal	Carb Cleaner, Bulbs, Brakleen, Cable Ties, Etc.	\$	215.42
71	Heritage-Crystal Clean, LLC.	Quarterly Maintenance Contract for Parts Cleaner	\$	179.66
72	Hi-Way Signs Company	Sign Rental for CSX Closures	\$	302.10
73	Progress Energy	Electric Service	\$	212.20
74	Resource One	Cleaning Supplies	\$	43.80
75	Salescorp of Florida Inc	Gatorade, Paint, Gloves	\$	135.95
76	Unifirst	Uniforms	\$	436.23
77	UPS	Postage	\$	6.41
78	Wildwood Ace Hardware	Super Strength, Asphalt Patch, Red Pavers, Etc	\$	763.18
79	Wildwood Mower & Saw, Inc.	Laser Lite, Chain Saw, Guide Bar, Shaft Socket, Etc.	\$	110.71
80	Wildwood Tire Company	Tires and Repairs	\$	538.75

COMMUNITY RE-DEVELOPMENT

81	Payroll	January 31, 2010 Pay Period - 1 Employee	\$	2,471.03
82	Bright House	Internet Service	\$	7.00
83	Dept of Management Services	Phone Service - Suncom	\$	4.89

GROWERS MARKET

84	Payroll	January 31, 2010 Pay Period - 1 Employee	\$	414.45
85	Bright House	Internet Service	\$	7.00
86	Dept of Management Services	Phone Service - Suncom	\$	4.89

PARKS AND RECREATION

87	Payroll	January 31, 2010 Pay Period - 4 Employees	\$	6,084.55
88	Bank of America	FL Recreation & Parks Assoc.	\$	140.00
89	Bright House	Internet Service	\$	7.00
90	Capital Office Products	Office Supplies	\$	62.32
91	Culligan	Softener Rental - Lake Deaton	\$	35.45
92	Dept of Management Services	Phone Service - Suncom	\$	4.89
93	Ernie Morris Enterprises	Office Supplies	\$	3.60
94	Progress Energy	Electric Service	\$	881.08
95	Unifirst	Uniforms	\$	97.94
96	Village Ace Hardware	Drawer and Cabinet Locks	\$	14.98
97	Wildwood Ace Hardware	Wax Ring, Toilet Repair, Concrete Mix, PVC Pipe, Etc	\$	385.28
98	Wildwood Mower & Saw, Inc.	Syringe, Blades, Gas Cap, Engine Oil Mix	\$	119.39
99	Wildwood Tire Company	Tire Repairs	\$	14.95

COMMUNITY CENTER

100	Bright House	Internet Service	\$	79.95
101	Coy Thomas Electric, Inc	Replace Dimmer, Install Lights, Run Wire, Connect	\$	334.31
102	Resource One	Vacuum Motor for Royal	\$	98.66
103	Unifirst	Rugs	\$	104.07
104	Wildwood Quality Cleaners	Cleaning of Banquet Table Cloths	\$	66.65

PHYSICAL ENVIRONMENT ADMINISTRATIVE DEPARTMENT

105	Payroll	January 31, 2010 Pay Period - 3 Employees	\$	5,035.52
106	Bright House	Internet Service	\$	21.00
107	Capital Office Products	Office Supplies	\$	3.30
108	Davis Monk & Company	Progress Billing for Audit Work Completed 2009	\$	12,500.00
109	Dept of Management Services	Phone Service - Suncom	\$	4.89
110	EGP	Monthly Copier Maintenance	\$	44.61
111	Ernie Morris Enterprises	Office Supplies	\$	24.94
112	HD Supply Waterworks	Ball Valves, Solvent Weld Bell	\$	125.62
113	IMS	Computer Maintenance Contract	\$	293.92
114	Oracle Elevator Company	Quarterly Maintenance Contract	\$	189.01
115	Resource One	Cleaning Supplies	\$	23.65
116	Wesco Fountains	Motor and Pump	\$	286.15
117	Wildwood Ace Hardware	Paint, Lawn Rake	\$	23.98

WATER DEPARTMENT

118	Payroll	January 31, 2010 Pay Period - 9 Employees	\$	16,493.28
119	American Backflow	Watts, Rep Kit, Spring	\$	145.02
120	A.W.K. Industries, Inc.	McCrometer 12" Meter Chg'd from Old to Flowcom	\$	801.99
121	Bank of America	Northern Tool Equipment	\$	599.99
122	Besco Electric Supply Company	Detector Wire, Misc. Wire	\$	200.00
123	Big Truck Parts Inc	Filters	\$	10.01
124	Brenntag	Liquid Chlorine	\$	860.96
125	Bright House	Internet Service	\$	79.95
126	Cindy Chevrolet	Lamp	\$	54.67
127	Dept of Management Services	Phone Service - Suncom	\$	1.99
128	Diversified Drilling Corporation	Champagne Farm	\$	13,352.71
129	DonRowe.com	Power Pocket Powerpack	\$	50.31
130	Ernie Morris Enterprises	Office Supplies	\$	99.63
131	Ferguson Enterprises, Inc	Check Valvs, Fire Hydrants, Gaskets (Annex Project)	\$	24,399.09
132	HACH	Test Kit Free Chlorine	\$	290.89
133	HD Supply Waterworks	Blue Tubing, Bushings, Ballcorp, Anch Cplg Adapter	\$	902.16

134	Jerry Ulm	Screw Hex	\$	46.20
135	MMD Computer Center, Inc.	Format Hard Disk and Reload Operating System	\$	168.99
136	Plant Technicians	Environmental Testing	\$	150.00
137	Power Fow Technologies	Clean Parts,Rewind Stator,Bore & Bush Top Bell	\$	1,329.91
138	Progress Energy	Electric Service	\$	12.67
139	Salescorp of Florida Inc.	Plate 11g 48 x 96	\$	74.67
140	Southern Analytical Laboratories	Drinking Water Analyses	\$	4,000.00
141	Sumter Electric	Electric Service	\$	2,804.58
142	Sunstate Meter & Supply, Inc	Advantage Wand, T10 Gallon Meters	\$	3,983.72
143	Terminix	Monthly Pest Control Contract	\$	30.00
144	The Dumont Company, Inc	Hypochlorite Solution, ClearFlow Corrosion Inhibitor	\$	3,653.75
145	Unifirst	Uniforms	\$	333.04
146	USA Bluebook	Belt Mix Chamber,Injection Ck, Bearings, Pump Kit	\$	390.70
147	Wildwood Ace Hardware	Pressure Gauge, Keys, Master Key,Key Set, Etc.	\$	66.84
148	Wildwood Mower & Saw, Inc.	Primer, Inlet Needle Kit, Engine Oil Mix	\$	17.86
149	Wildwood Tire Company	Tires & Repairs	\$	328.95

REFUSE DEPARTMENT

150	Payroll	January 31, 2010 Pay Period - 7 Employees	\$	15,258.81
151	AT&T	Phone Service Modem GPS	\$	133.21
152	Bank of America	Eastern Technical Assoc	\$	200.00
153	C.R. 466A Landfill Facility, LLC.	Tipping Fees	\$	98.91
154	Dept of Management Services	Phone Service - Suncom	\$	0.51
155	Metro Steel & Pipe Supply	Alum Channel - Dumpster Repair	\$	97.06
156	Ocala Freightliner	SW-PDL-MRKR LP	\$	55.42
157	Salescorp of Florida Inc	Gatorade, Paint, Gloves	\$	135.95
158	Sumter County Solid Waste	Tipping Fees	\$	696.36
159	Tampa Crane & Body, Inc	Bearings, Collar, Bolts, Locknuts, Etc	\$	531.63
160	Unifirst	Uniforms	\$	205.97
161	Wildwood Ace Hardware	PVC Pipe, Keys,	\$	7.35
162	Wildwood Tire Company	Tires & Repairs	\$	1,276.75
163	Wildwood Truck Wash, Inc	Truck Washing	\$	150.00

WASTEWATER DEPARTMENT

164	Payroll	January 31, 2010 Pay Period - 16 Employees	\$	32,229.48
165	Central Pump & Supply	PVC Pipe	\$	358.50
166	Ciraco Underground, Inc	Transport JD Track Backhoe from WW to CR466-A	\$	250.00
167	Cottom's A-1 Sod	Bahia Sod	\$	66.00
168	Coy Thomas Electric, Inc	Repair Control Lift Station, Instl Wiring Oxford/Dr Rge	\$	2,124.52
169	Dept of Management Services	Phone Service - Suncom	\$	5.84
170	Diversified Drilling Corporation	Champagne Farm	\$	13,352.72
171	E & B Hauling Services, LLC	Cake Removal	\$	3,328.00
172	Ferguson Enterprises, Inc	Gate Vlvs, Force Mains, Galv Pipe, (Annex Project)	\$	5,594.89
173	Harris Tree Service, Inc	Trimming Trees for Water Line on Broken Oak	\$	400.00
174	HD Supply Waterworks	Ball Valvs, Unions, Bell Restraints, PVC Pipe, Etc	\$	723.98
175	Instrument Specialties, Inc	Calibration Bkflow Kit,Vent Leaking Repair	\$	163.41
176	Luzadder Inc.	Tech Support	\$	260.00
177	MMD Computer Center, Inc.	Reset Password on Front Computer,Removed Icons	\$	140.00
178	Odyssey	Hypochlorite Solutions	\$	2,176.85
179	Oxford Pipeline, Inc	Directional Bores for Urban Hair Studio	\$	2,240.00
180	Progress Energy	Electric Service	\$	132.27
181	Siemens	Carbon Tank, Mixed Bed Tanks	\$	553.00
182	Sumter County Health Dept.	HEPB Follow-Up Due to WW Bk-Up 7/5/09	\$	36.41
183	Sumter Tire & Auto, Inc	Tires & Repairs	\$	605.00

184	Terminix	Monthly Pest Control Contract	\$	30.00
185	Test America	Environmental Testing	\$	84.00
186	Unifirst	Uniforms	\$	470.14
187	UPS	Postage	\$	38.90
188	USA Bluebook	Differential Pressure Switch, Solenoid	\$	658.67
189	United States Plastic Corp	PVC Fitting, Poly Connectors, Gaskets	\$	120.52
190	VWR International	Tape Indicator, Magnetic Filter, Gloves, Etc.	\$	543.10
191	Water resource Technologies	Simplex Pump Sta Fiberglass Basin(Driving Range)	\$	2,917.00
192	Wildwood Ace Hardware	Poly Tubing, Wrench, Tape Rule, Bade Disp, Etc	\$	243.66
193	Wildwood Mower & Saw, Inc.	Engine Oil Mix	\$	2.39

GREENWOOD CEMETERY

WILDWOOD INDUSTRIAL PARK

ATTORNEYS/CONSULTANTS/SURVEYORS

194	Barnes, Ferland & Assoc.	Engineers	\$	8,742.93
195	Jerri A Blair	Attorney	\$	12,188.00
196	Kimley-Horn & Assoc.	Engineers	\$	12,815.57
197	Michael Pape & Assoc.	Landscape Architecture	\$	1,124.45
198	Potter Clement Lowry & Duncan	Attorneys	\$	420.00

FUEL INVENTORY

199	Stone Petroleum Products, Inc	Ultra Low Sulfur Diesel	\$	3,127.29
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TOTAL				\$ 369,695.75
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CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

S E A L

ATTEST: _____
Joseph Jacobs, City Clerk

Ed Wolf, Mayor

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: Robert Smith (1338)
From: Jerri A. Blair
Dated: February 1, 2010
Re: Purchase of property from USDA
cc: Mayor Ed Wolf; Commissioner Ronald Allen; Commissioner Pamela Bivins
Commissioner Don Clark; Commissioner Robby Strickland

The only way that I have found that the Commission could use to avoid specifically stating what amount they wish to direct you to use is to direct that you have some discretion in determining what the amount of the bid will be. Section 166.045, Florida Statutes, provides that an appraisal, offer or counteroffer must be in writing. It is not available for public disclosure and inspection and is exempt from the public records act until an option contract is executed, or, if no option contract is executed, until 30 days before a contract or agreement to purchase is considered for approval by the governing body of municipality. Thus, in the bid, you would have to make the bid subject to approval by the Commission after the bid is opened. It would have to be subject to approval of the Commission at a public meeting after 30 days public notice. Thus, the Commission could give you the discretion to make the offer based upon the information that you have, but in doing so, the offer would have to be couched in terms of a bid that is subject to approval by the Commission in compliance with the statute.

Jerri A. Blair, Esq.

3. NEW BUSINESS - ACTION REQUIRED
g. General Items for Consideration
(1) TABLED 01.25.10 - Discussion on purchase of King Park Court property

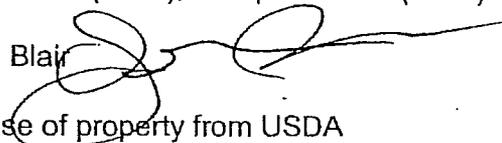
Attorney and Counselor At Law

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

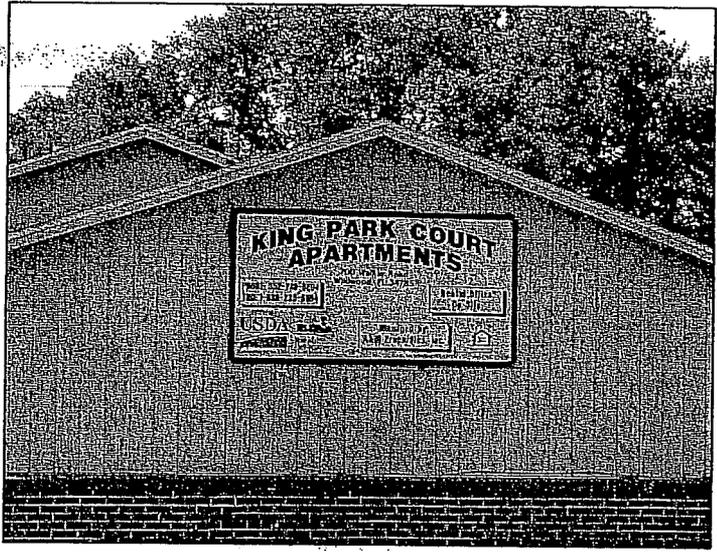
TO: Robert Smith (1338); Joseph Jacobs (1339)
FROM: Jerri A. Blair 
RE: Purchase of property from USDA
DATE: November 12, 2009

When a municipality seeks to purchase real property for a municipal purpose, any offer or counter offer or any appraisal must be in writing and may be exempt from any requirement of public disclosure or inspection until an option contract is executed or until 30 days before a contract or agreement for purchase is considered for approval by the Commission. Accordingly, we could make an offer to purchase in writing to the USDA. In order to do so, we need at least one appraisal if the purchase is for an amount of not more than \$500,000.00. If it is for more than \$500,000.00, we have to get two appraisals. If the purchase price is more than the appraised value, we have to have at least a 4 to 1 vote to purchase. Unfortunately, there is no way to discuss this with the Commission as a whole outside of a public meeting because of the requirements of Chapter 286, the Sunshine Law. However, I believe they did approve an offer of 10% below the appraised value. Accordingly, once we get an appraisal, it will be exempt until after the bids are opened and we can use the appraisal to structure our bid to USDA.

TABLE OF CONTENTS

Borrower/Client King Park Court Apartments
Address 700 Walker Road
City OWildwood County Sumter State Florida
Lender/Client USDA Rural Development

3. NEW BUSINESS – ACTION REQUIRED
g. General Items for Consideration
(1) ~~TABLE 01.25.10 – Discussion on purchase of~~
King Park Court property



Page Description	Page(s)
Table of Contents	1
Appraisal Report Residential Income Property (71A) (4/04)	2
Additional 71A Comparables (Sales) (4/04)	10
Text Addendum	11
Location Map	15
Subject Photos	16
Subject Photos	17
Subject Photos	18
Subject Interior Photos	19
Location Map	20
Building Sketch	21

United Appraisal in a Summary Format

PROPERTY IDENTIFICATION

Borrower/Client	King Park Court Apartments	File No.	2009-15
Property Address	700 Walker Road	Map Reference	STR 7-19-23
City	Wildwood	County	Sumter
State	Florida	Census Tract No.	12 19 9902
Legal Description	W1/2 OF S 420 FT OF NW1/4 OF NW1/4 Sumter County Property Appraiser # G07=044		
Zip Code	34785		

Current Sale Price (if applicable) \$ Foreclosure Date of Sale N/A Loan Requested \$ N/A
 Terms of Sale Foreclosure
 Property Rights Appraised: Fee Leasehold (attach completed Ground Lease Analysis Freddie Mac Form 461)
 Lender USDA Rural Development Lender's Address 4440 NW 25th Place, Gainesville, FL 32614

Instructions to Appraiser: The purpose of this Appraisal is to estimate the current Market Value of the Subject Property. The definition of the Market Value is the highest price in terms of money which a property will bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised; and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in cash or its equivalent; (5) financing, if any, is on terms generally available in the community at the specified date and typical for the property type in its locale; (6) the price represents a normal consideration for the property sold unaffected by special financing amounts and/or terms, services, fees, costs, or credits incurred in the transaction. ("Real Estate Appraisal Terminology," published 1975.)

Note: Freddie Mac does not consider the racial composition of the neighborhood to be a relevant factor, and it must not be considered in the appraisal.
 Other Information Foreclosure Appraisal
 Appraisal requested from USDA Rural Development Date 4/20/2009 By Elizabeth Whitaker

TO BE COMPLETED BY LENDER

ATTACHMENTS

- If this Appraisal is made for Freddie Mac, attach items 1, 2, 5, 6, and 7. Attach additional items and check box if considered appropriate for this Appraisal.
- | | |
|---|--|
| 1. <input checked="" type="checkbox"/> Descriptive photographs of subject property | 8. <input checked="" type="checkbox"/> Map(s) <u>Subject</u> |
| 2. <input checked="" type="checkbox"/> Descriptive photographs of street scene | 9. <input type="checkbox"/> Plot plan or survey |
| 3. <input checked="" type="checkbox"/> Photographs of <u>Subject site</u> | 10. <input type="checkbox"/> Qualifications of Appraiser |
| 4. <input checked="" type="checkbox"/> Aerial photograph | 11. <input type="checkbox"/> Ground Lease Analysis Freddie Mac Form 461 (required if leasehold interest appraised) |
| 5. <input checked="" type="checkbox"/> Sketch or floor plan of typical units | 12. <input type="checkbox"/> Summary of reciprocal agreements with other owners for use of parking, driveways, recreational facilities, private streets (required if applicable) |
| 6. <input type="checkbox"/> Owner's current certified rent roll if existing or pro forma if proposed or incomplete | 13. <input type="checkbox"/> |
| 7. <input type="checkbox"/> Owner's income and expense statement _____ (year) or pro forma income and expense statement | 14. <input type="checkbox"/> |
| | 15. <input type="checkbox"/> |

SUMMARY OF SALIENT FEATURES

TOTAL NUMBER OF APARTMENT UNITS	32
CONSTRUCTION: <input type="checkbox"/> Existing Property, Approx. Year Built <u>1981</u> <input checked="" type="checkbox"/> Proposed Construction <input type="checkbox"/> Under Construction	
DATE OF APPRAISED VALUE	4-27-2009
ESTIMATED MARKET VALUE (Unfurnished) (SEE PAGE 8 FOR CONDITIONS AND REQUIREMENTS)	\$ 211,950.00
Value: Per Unit \$ <u>5,623</u> Per Room \$ _____ Per Sq.Ft. of Building Area \$ _____	
GROSS ANNUAL INCOME MULTIPLIER	N/A
OVERALL CAPITALIZATION RATE	N/A %
FORECASTED GROSS ANNUAL ECONOMIC INCOME	\$ N/A
VACANCIES: Actual No. Vacant <u>32</u> Percentage of Total Units <u>100.00 %</u>	
Projected Percentage of Forecasted Gross Annual Economic Income <u>100.00 %</u>	\$ N/A
FORECASTED ANNUAL EXPENSE AND REPLACEMENT RESERVES (_____ % of Forecasted Gross Annual Economic Income)	\$ N/A
FORECASTED NET ANNUAL INCOME FROM REAL PROPERTY	\$ N/A
PARKING RATIO	2.00/1 spaces/units

SUMMARY OF NEIGHBORHOOD AND PROPERTY

NEIGHBORHOOD	NEIGHBORHOOD				PROPERTY	PROPERTY			
	GOOD	AVG.	FAIR	POOR		GOOD	AVG.	FAIR	POOR
Employment Stability of Immediate Location		X			Architectural Attractiveness			X	
Convenience to Employment Centers		X			Landscaping				X
Protection from Dehtrimental Conditions		X			Quality of Construction (Materials & Finish)			X	
Adequacy of Shopping Facilities		X			Condition of Exterior				X
Adequacy of Public Transportation			X		Condition of Interior				X
Adequacy of Utilities		X			Room Size and Layout		X		
Police and Fire Protection		X			Closets and Storage		X		
Recreational Facilities		X			Light and Ventilation		X		
Property Compatibility			X		Overall Livability			X	
General Appearance of Properties				X	Compatibility to Neighborhood				X
Appeal to Market				X	Overall Appeal and Marketability				X

AREA DATA

3. NEW BUSINESS - ACTION REQUIRED

The City County Area population is approximately 65,103
 Population: Increasing 2.00 % per year Stable Decreasing % per year

9. General Items for Consideration
(1) TABLED 01.25.10 - Discussion on purchase of

Describe the economic base which contributes a major influence on the stability of real estate. The Villages is a large retirement community located in the northeast section of the county. It is a major contributor to the growth in the area. Most of the employment goes toward supporting the retirement community and its growth.

Discuss employment stability. The current growth trends in the area will continue for many years. The major contributor to this growth is the Village (retirement community) that offers a wide assortment of activities. The city of wildwood has a major railroad yard. Progress Energy also has warehouse in the area. The county has good access to I- 75 and Florida Turnpike .

Rent Control: Yes No Comment _____
 Are local government agencies discouraging apartment development? Yes No Comment _____

General comments, if applicable: The county is experiencing good growth in the north due to the Villages of Lake/ Marion/ Sumter. The Villages area major employer for the area. The village offer employment opportunities in construction, leisure services, and medical fields.

NEIGHBORHOOD AND MARKETING AREA

Type: Urban Suburban Rural Property Values: Increasing Stable Declining
 Present Land Use: Built up _____ % Single Family 25 % Condominiums <5 % Apartments <5 % Commercial 5 % Industrial 5 %
 Agriculture 60 %

Change in Present Land Use: Not Likely Likely or Taking Place From Low density (agriculture) to High density (Residential)
 Comment, if applicable: The subject neighborhood include Sumter and Lake County. Lake county is located to the east of the subject's county but a similar market.

Describe overall property appeal and maintenance level: The subject is completely vacant, and virtually no maintenance has been conducted over the years.

Describe any incompatible land uses (if none, so state): Vacant land is located to the north, south and east. Single family sites are located across the street to the west. Industrial uses are located to the southeast. A tire recycling facility is located to the southeast of the property.

Single Family: Price range \$ 80,000.00 to \$ 1,000,000.00	Predominant \$ 103,000.00	Age New yrs. to 50 yrs.	Predominant 10 yrs.
Apartments: Predominant range in immediate area (excluding extremes)		WALK-UP	ELEVATOR
Number of units in each building	2-6	units	N/A
Age	3-20	years	N/A
Height (number of stories)	1-2	stories	N/A
Condition	Average		N/A
Rental range by unit type:			
Unit Types: 1 Bedroom	\$ 400.00	\$	500.00
2 Bedroom	\$ 465.00	\$	1010.00
3 Bedroom	\$ 510.00	\$	1453.00
	\$	\$	N/A

Comment on any unusual aspects of the above ranges: The lower end of the range represents subsidized housing. Rental rates are based on amenities offered (pool, laundry and playground). The subject does not have any amenities that would have a positive impact on rents. The rental rates were research from Rent. Com., Florida Housing Data Clearinghouse, and neighborhood inspection.

Est. neighborhood apartment vacancy rate ____%. Decreasing Stable Increasing. Rent Levels are Increasing Stable Decreasing.

Describe the unit type(s) by number of bedrooms and rental range that are in the greatest tenant demand: The subject is comprised of 2/1 (2B), and 3/1 (4) units. While the bedroom count is typical for the area, recent trends in the new construction have shown a shift toward more 2 bath units. The 2 bedrooms are typically in the greatest demand.

Describe the unit type(s) by number of bedrooms and rental range that are in oversupply: The zoning and land use for the development allows for up to 15 units per acre. The lay out of the development will not allow for additional units to be built. The subject is zoned R-3 high density residential.

Describe the potential for additional units in area considering land availability, zoning, utilities, etc.: The current market conditions are in adequate supply.

Describe the unsatisfied demand for additional units in area by type and rental: None

Is population of relevant market area of insufficient size, diversity and financial ability to support subject property and its amenities? No If yes, specify.

ITEM	DISTANCE FROM SUBJECT PROPERTY	ACCESS or CONVENIENCE			
		GOOD	AVG.	FAIR	POOR
Public Transportation	Taxi cab. No forms of Mass public transportation available.		X		
Employment Centers	Within 5 miles of site.		X		
Shopping Facilities	Within an estimated 2 miles of site.		X		
Grammar Schools	An estimated 2 miles from the site		X		
Freeway Access	Less than .5 mile to CR 44 to the south		X		

Describe any probable changes in the economic base of neighborhood which would either favorably or adversely affect apartment rentals (e.g., employment centers, zoning): The county is experiencing favorable growth in all areas. The employment opportunities are increasing in the service industry. The county's economy was base on agriculture but is quickly shifting away from this due to the growth in the residential population

General comments including either favorable or unfavorable elements not mentioned (e.g., public parks, view, noise, parking congestion): Subject has an excellent central location with a good network of roads. Growth in the north side of the county has greatly improved employment opportunities in the service and construction industries.

Dimensions Due to a lack of a survey the acreage is based on the Sumter County Property Appraiser Area 6.8
Zoning (classification, uses, and densities permitted) R-3 is high density residential. Future land use will be change B
per acre.

g. General Items for Consideration
(1) TABLED 01.25.10 - Discussion on purchase of King Park Grand property

Present improvements do do not

Highest and best use: Present use Other (specify)

Site Improvements: Public Water Private Well Public Sewer Septic Tank Storm Sewer Sidewalk
 Curbs Gutters Alley Street Lights Electricity Gas
 Underground Electricity and Telephone

Access By: Public Street Private Road Street Surface:
Maintained By: Municipality Private Association (attach summary of Association documents)

Ingress and egress (adequacy and safety) Subject has access from Walker Road which adjoins the west boundary. Walker road is a two lane asphalt paved road. County road 44 is located to the south.

Lot sketch showing lot dimensions, distance to nearest corner and the location of any nearby detrimental conditions.



Topography, view amenity, lot drainage, flood condition, slopes, etc. Subject site is level. Vacant land adjoins the north, east and south boundary. Industrial uses are located off the southeast corner.

Single family residential uses are located across the street to the west.
Easements or encroachments on site and off Site (if any) No adverse easement or encroachments were noted during my inspection of the subject site or noted in the legal.

Is the property located within a HUD Identified Special Flood Hazard Area? No
Favorable or unfavorable conditions not mentioned above including any nonconforming use(s) of present improvements. 120299005C WILDWOOD,CTY/SUMTER CO 12/26/1980

DESCRIPTION OF IMPROVEMENTS

ITEM	DESCRIPTION	Construction: <input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed	Approx. Year Built: 1981																																																											
Foundation	Concrete slab with concrete block perimeter wall	<input type="checkbox"/> Under Construction																																																												
Basic Structural System	Wood frame construction	<input type="checkbox"/> Walk-Up	<input type="checkbox"/> Elevator <input type="checkbox"/> Row or Townhouse																																																											
Exterior Walls	Frame with brick and masonite siding	<input checked="" type="checkbox"/> Other (specify) Quadraplex style																																																												
Roof Covering	Composition shingle	No. of Bldgs. 8	No. of Stories 1 No. of Units 32																																																											
Interior Walls	Drywall painted	Gross Bldg. Area	Sq. Ft. Density 5 Units per Acre																																																											
Floor Covering	Carpet and vinyl squares	<table border="1"> <thead> <tr> <th colspan="4">OVERALL IMPROVEMENT RATING</th> </tr> <tr> <th></th> <th>GOOD</th> <th>AVG.</th> <th>FAIR</th> <th>POOR</th> </tr> </thead> <tbody> <tr> <td>Architectural Attractiveness</td> <td></td> <td>X</td> <td></td> <td></td> </tr> <tr> <td>Quality of Construction</td> <td></td> <td>X</td> <td></td> <td></td> </tr> <tr> <td>Condition of Exterior</td> <td></td> <td>X</td> <td></td> <td></td> </tr> <tr> <td>Condition of Interior</td> <td></td> <td></td> <td>X</td> <td></td> </tr> <tr> <td>Rooms Size and Unit Layout</td> <td></td> <td>X</td> <td></td> <td></td> </tr> <tr> <td>Kitchen Facilities</td> <td></td> <td>X</td> <td></td> <td></td> </tr> <tr> <td>Closets and Storage</td> <td></td> <td>X</td> <td></td> <td></td> </tr> <tr> <td>Soundproofing Adequacy</td> <td></td> <td>X</td> <td></td> <td></td> </tr> <tr> <td>Insulation Adequacy</td> <td></td> <td>X</td> <td></td> <td></td> </tr> <tr> <td>Electrical Services Adequacy</td> <td></td> <td>X</td> <td></td> <td></td> </tr> </tbody> </table>		OVERALL IMPROVEMENT RATING					GOOD	AVG.	FAIR	POOR	Architectural Attractiveness		X			Quality of Construction		X			Condition of Exterior		X			Condition of Interior			X		Rooms Size and Unit Layout		X			Kitchen Facilities		X			Closets and Storage		X			Soundproofing Adequacy		X			Insulation Adequacy		X			Electrical Services Adequacy		X		
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Ceiling Heights or Units	Finished Floor to Finished Ceiling is 8 Ft.	Comment on items rated fair or poor and items not covered above The over all current condition of the exterior and interior of the subject is considered poor.																																																												
Bath Floor and Walls	Vinyl square floor / fiberglass panels																																																													
Insulation	Unk																																																													
Soundproofing	Unk																																																													
Heating System, Central or Individual & Fuel	Central electric																																																													
Air Conditioning System, Central or Individual & Fuel	Central																																																													
Hot Water Heater(s)	Individual																																																													
Built-in Kitchen Appliances	Range, fan hood, refrigerator																																																													
Elevator (No. 0)																																																														
Plumbing Fixtures	4 fixtures																																																													
Security Features	None																																																													
		Effective Age 50 Years. Est. Remaining Economic Life 0 Yrs.																																																												

PARKING: Total Spaces 66 In Buildings 0 In Garage (separate) 0 In Carport 0 Open (on-site) 66
Parking Ratio 2.00/1 Space(s)/Unit. Discuss parking adequacy and convenience to apartment units Subject has the typical number of units for this type of development.

Driveways, curbing, sidewalks, lighting (adequacy and condition) Concrete drives, walks and curb stops. The side walks in front of the units act as curb stops for the development.

Describe recreational facilities Open area

Describe basement, lobby, garage, laundry and other building items not described above Laundry has 2 washing machines and 2 dryers.

Comment if any of the above items or other building items are inadequate or are below average condition The subject interiors are in poor condition. All units are boarded up.

Recommended observable repairs: (List repairs, painting, termite treatment, etc., you recommend be made to the improvements to make the property readily marketable; if none, so state.) The development needs new floor covering and paint on the interior and exterior. The exterior siding has major rot. The concrete is in poor condition.

General comments, if applicable None

COMPARABLE RENTAL DATA

Comparables selected are the most recent rentals, similar and proximate, known to the undersigned, that a tenant of subject property would be likely to lease.

3. NEW BUSINESS - ACTION REQUIRED
g. General Items for Consideration
(1) TABLED 01-25-10 - Discussion on purchase of King Park Court property

ITEM	COMPARABLE NO. 1						COMPARABLE NO. 2						COMPARABLE NO. 3											
	Address or Location		Proximity to subject		Map code		Date of rental survey		Brief description of property improvements		Quality & condition		Quality & condition		Quality & condition		Quality & condition							
	No. Units:		No. Vac.:		Yr. Built:		No. Units:		No. Vac.:		Yr. Built:		No. Units:		No. Vac.:		Yr. Built:							
Address or Location																								
Proximity to subject																								
Map code																								
Date of rental survey																								
Brief description of property improvements																								
Quality & condition	Quality:		Condition:		Quality:		Condition:		Quality:		Condition:		Quality:		Condition:		Quality:		Condition:					
Individual unit breakdown	Unit Rm. Cnt		Size		Monthly Rent		Unit Rm. Cnt		Size		Monthly Rent		Unit Rm. Cnt		Size		Monthly Rent		Unit Rm. Cnt					
	Tot.	BR	b	Sq. Ft.	\$	per sq.ft.	Tot.	BR	b	Sq. Ft.	\$	per sq.ft.	Tot.	BR	b	Sq. Ft.	\$	per sq.ft.	Tot.	BR	b			
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Utilities, furniture and amenities included in rent																								
Comparison to subject																								

General comments (including rental concessions) if applicable:

MONTHLY RENT SCHEDULE - SUBJECT PROPERTY

Rental schedule is shown by type of units. Scheduled rents are actual rentals for an existing property, or projected rents for a proposed or incomplete building. Economic rents are forecasted rents to indicate the fair market rental the subject units would command if available for rent on the open market.

No. of Units	Unit Rm. Count			Total Rooms	Sq. Ft. Area Per Unit	No. Units Vacant	SCHEDULED RENTS			ECONOMIC RENTS				
	Tot.	BR	b				Per Unit		Total Rents	Per Unit		Total Rents	Per Sq. Ft. or Room	
							Unfurnished	Furnished		Unfurnished	Furnished			
28	4	2	1.00	112	788		\$	\$	\$	\$	\$	¢	\$	
4	5	3	1.00	20	1088									
32	<- TOTAL ->			132			\$	\$	\$	\$	\$		\$	

OTHER MONTHLY INCOME

Parking	\$	_____	\$	_____
Laundry Income	\$	_____	\$	_____
Commercial Space	\$	_____	\$	_____
.....	\$	_____	\$	_____
.....	\$	_____	\$	_____
Total Gross Monthly Income	\$	_____	\$	_____
Total Gross Annual Income	\$	_____	\$	_____

Utilities included in schedule (actual) rents: Water Gas Heat Electric Air Conditioning _____
 Utilities included in economic rents: Water Gas Heat Electric Air Conditioning _____
 If proposed project or project under construction, the rent up time necessary, after completion, to lease 80% of the units at the projected economic rents is estimated to be N/A months.
 Comments (include rental concessions in scheduled rents, or anticipated in economic rents; if none, so state.) Subject is an existing complex located in Wildwood, Florida. The subject project is completely vacant and has no potential for rental income at this time. The Income Approach was not used because of the vacancy issues.

MARKET APPROACH

3. NEW BUSINESS - ACTION REQUIRED

g. General Items for Consideration

(1) TABLED 01.25.10 - Discussion on purchase of King Park Court property

The market data selected are the most recent sales of properties, similar and proximate to subject, known to the appraiser given consideration to purchasing. In the absence of actual sales, listings of comparable properties may be used but an section below.

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	King Park Court property				
Address or Location	700 Walker Road Wildwood, Florida 34785	33316 Ryan Drive Leesburg, FL 34788	1400 Eudora Road Mt Dora, FL 32757	103 Sue Lane Fruitland Park				
Proximity to subject		14.23 Miles E	25.21 Miles E	9.09 Miles NE				
Map code	STR 6-4S-17	STR 01-19-25	STR 25-19-26	STR 20-18-24				
Lot size	4.01 Acres	239503 sq.ft. / 5.5 Acres		92753 sq.ft. / 2.13 +/- Acres				
Brief description of building improvements	No. Units: 38 No. Vac.: 2 Year Built: 1989 King Court Park Garden	No. Units: 68 No. Vac.: 9 Year Built: 1987 Single Story Frame / wood siding	No. Units: 36 No. Vac.: 2 Year Built: 1979 2 Story Condo complex Garden	No. Units: 37 No. Vac.: 0 Year Built: 1997 Townhouse Garden				
Quality	Average	Average	Average	Good				
Condition	Average	Average/fair	Average	Good				
Recreational facilities	None	None	None	None				
Pool	None	None	Pool	None				
Parking	66 Spaces	Adequate	Adequate	Adequate				
Tenant appeal	Average	Average	Average	Average				
		Sold 7/1/2001 \$1,400,700	No prior sale with in past 5 years	No prior sale within past 5 years				
Unit breakdown	No. of Unit Room Count		No. of Unit Room Count		No. of Unit Room Count		No. of Unit Room Count	
	Units	Total BR b	Units	Total BR b	Units	Total BR b	Units	Total BR b
	28	4 2 1.00	1	2 1 1.00	13	3 1 1.00	7	1 1 1.00
	4	5 3 1.00	64	3 1 1.00	9	4 2 1.00	22	4 2 1.50
			1	4 2 1.00	14	5 2 2.00	8	5 3 2.00
		2	4 2 2.00					
Util. paid by owner	Yes portion of rent	None		None				
Data source	Developer/Management Com.	P Rec./Agent/Management	Public record / MLS Information	Pub. Rec./Seller/				
Price	\$ Foreclosure <input checked="" type="checkbox"/> Unl. <input type="checkbox"/> F	\$ 2,213,400 <input checked="" type="checkbox"/> Unl. <input type="checkbox"/> F	\$ 1,425,000 <input checked="" type="checkbox"/> Unl. <input type="checkbox"/> F	\$ 2,800,000 <input checked="" type="checkbox"/> Unl. <input type="checkbox"/> F				
Sale-Listing-Offer	N/A	Sale	Sale	Sale				
Date of sale	N/A	10/17/2005	8/24/2005	10/17/2005				
Terms (including conditions of sale and financing terms)	50 amortization with a 30 year balloon	Conventional Financing \$ 1,760,000	Conventional Financing	Contract was negotiated in 2004 but did not close for 1 year.				

Complete as many of the following items as possible using data effective at time of sale

Gross Annual Income	\$ 173,892	\$ 409,320	\$ 246,300	\$ 289,200
Gross Ann. Inc. Mult (1)		5.408	5.786	10
Net Annual Income	\$	\$ 212,000	\$ 156,776	\$ 280,000
Expense Percentage (2)	%	48.00 %	36.0 %	4.00 %
Overall Cap. Rate (3)	%	9.58 %	11.00 %	10.00 %
Price per unit	\$	\$ 32,550	\$ 39,583	\$ 75,676
Price per room	\$	\$ 10,745	\$ 9,828	\$ 20,741
Price gross bldg. area	\$ /sq.ft. bldg. area	\$ 56 /sq.ft. bldg. area	\$ 51 /sq.ft. bldg. area	\$ 115 /sq.ft. bldg. area

COMMENTS

COMPARISON TO SUBJECT

VALUE INDICATORS FOR THE SUBJECT PROPERTY	Indicated Gross Income Multiplier	N/A	X	Gross Annual Economic Income	\$ N/A	\$	N/A
	Indicated Value Per Unit	\$ N/A	X	N/A	Units	\$	N/A
	Indicated Value Per Room	\$ N/A	X	N/A	Rooms	\$	N/A
	Indicated Value Per Sq. Ft. Gross Bldg. Area	\$	N/A	X	N/A	Sq.Ft. Bldg. Area	\$ N/A
	Indicated Overall Capitalization Rate						N/A %

(1) Sale Price ÷ Gross Annual Income (2) Total Annual Expenses ÷ Total Gross Annual Income (3) Net Annual Income ÷ Price

Reconciliation: The market approach has been included, but will not be relied upon due to the poor condition of the property.

INDICATED VALUE BY MARKET APPROACH \$ N/A
Rounded to \$ N/A

ANNUAL EXPENSE ANALYSIS

3. NEW BUSINESS - ACTION REQUIRED

g. General Items for Consideration
(1) TABLED 01.25.10 - Discussion on purchase of King Park Court property

ITEM	<input type="checkbox"/> ACTUAL (yr.) <input type="checkbox"/> PROPOSED		APPRAISER'S FORECAST	APPRAISE	
				Actual	Est. Total Assessment Value
FIXED EXPENSES:					
1. Real Estate Taxes	\$	\$			
2. Other taxes or assessments					
3. Insurance					
4. Licenses					
5. Unsubordinated ground rent					
OPERATIONAL EXPENSES:					
6. Fuel	\$	\$			
7. Gas					
8. Electricity					
9. Water & sewer					
10. Trash removal					
11. Pest control					
12. Building maintenance & repairs					
13. Interior & exterior decorating					
14. Cleaning expenses					
15. Supplies					
16. Elevator maintenance					
17. Pool maintenance					
18. Parking area maint. & snow removal					
19. Gardening					
20. Nonresident management					
21. Resident manager's salary (No. <u>1</u>)					
22. Resident manager's apt. allowance					
23. Custodian's salary (No. _____)					
24. Custodian's apt. allowance					
25. Engineer's salary (No. _____)					
26. Elevator operator's salary (No. _____)					
27. Telephone operator's salary (No. _____)					
28. Security personnel's salary (No. _____)					
29. Other salaries (No. _____)					
30. Payroll taxes					
31. Advertising					
32. Telephone					
33. Legal & audit					
34. Leased furniture					
35. Office supplies					
36. Maintenance and repair contract					
REPLACEMENT RESERVES:					
37. Carpeting & drapes	\$	\$			
38. Ranges & refrigerators					
39. Dishwashers & disposals					
40. Individual heating & AC units					
41. Reserve					
42. Service					
TOTAL EXPENSES & REPLACEMENT RESERVES	\$	\$			

Comments (Identify items by number): Income approach not used in this appraisal report.

INCOME APPROACH

Total Gross Annual Economic Income (See Rent Schedule)	\$	
Less Forecasted Vacancy and Collection Loss (_____ %)	\$ (_____)	
Effective Gross Annual Income	\$	
Less Forecasted Annual Expenses and Replacement Reserves (_____ % of Total Gross Annual Economic Income)	\$ (_____)	
Net Annual Income from Total Property	\$	
Less Return on and Recapture of Depreciated Value of Furnishings (\$ _____ @ _____ %)	\$ (_____)	
Net Annual Income from Real Property	\$	
Detail clearly method and mathematics of capitalizing Net Annual Income from Real Property		

INDICATED VALUE BY INCOME APPROACH \$ N/A
 Rounded to \$ N/A

Indicated Value by the Cost Approach \$
Indicated Value by the Market Approach \$
Indicated Value by the Income Approach \$

N/A
N/A

Final Reconciliation

CONDITIONS AND REQUIREMENTS OF APPRAISAL (include required repairs, replacements, painting, termite inspections, etc.)

VALUATION: This Appraisal is based upon the definition of Market Value, the Certification, the Contingent and Limiting Conditions, and the requirements that are stated in this report

As a result of my investigation and analysis, my estimate of Market Value of the subject property as of 4-27-2009 is

\$ 211,950

Date 5-6-2009 Appraiser William Barry Kelley, SRA

If Applicable, complete the following

Date Appraiser

Date Supervising or Review Appraiser

Did Did not physically inspect property

CERTIFICATION: The Appraiser certifies and agrees that

- 1. The Appraiser has no present or contemplated future interest in the property appraised and neither the employment to make this Appraisal, nor the compensation for it, is contingent upon the appraised value of the property.
- 2. The Appraiser has no personal interest in or bias with respect to the subject matter of the appraisal report of the participants to the sale. The "Estimate of Market Value" in the appraisal report is not based in whole or in part upon the race, color, or national origin of the prospective owners or occupants of the property appraised, or upon the race, color or national origin of the present owners or occupants of the properties in the vicinity of the property appraised.
- 3. The Appraiser has personally inspected the property, both inside and out, and has made an exterior inspection of all comparable sales listed herein. To the best of the Appraiser's knowledge and belief, all statements and information in this report are true and correct, and the Appraiser has not knowingly withheld any significant information.
- 4. All contingent and limiting conditions are contained herein (imposed by the terms of the assignment or by the undersigned affecting the analyses, opinions, and conclusions contained in this report).
- 5. This Appraisal Report has been made in conformity with and is subject to the requirements of the Code of Professional Ethics and Standards of Professional Conduct of the appraisal organizations with which the Appraiser is affiliated.
- 6. All conclusions and opinions concerning the real estate that are set forth in the Appraisal Report were prepared by the Appraiser whose signature appears above on this Appraisal Report, unless indicated as "Review Appraiser." No changes of any item of the Appraisal Report shall be made by anyone other than the Appraiser, and the Appraiser shall have no responsibility for any such unauthorized change.

CONTINGENT AND LIMITING CONDITIONS: The certification of the Appraiser appearing in this Appraisal Report is subject to the following conditions and to such other specific and limiting conditions as are set forth by the Appraiser in the report.

- 1. The Appraiser assumes no responsibility for matters of a legal nature affecting the property appraised or the title thereto, nor does the Appraiser render any opinion as to the title, which is assumed to be good and marketable. The property is appraised as though under responsible ownership.
- 2. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. The Appraiser has made no survey of the property.
- 3. The Appraiser is not required to give testimony or appear in court because of having made this Appraisal with reference to the property in question, unless arrangements have been previously made therefor.
- 4. The distribution of the total valuation in this report between land and improvements applies only under the existing program of utilization. The separate valuations for land and building must not be used in conjunction with any other Appraisal and are invalid if so used.
- 5. The Appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures which would render it more or less valuable. The Appraiser assumes no responsibility for such conditions or for engineering which might be required to discover such factors.
- 6. Information, estimates, and opinions furnished to the Appraiser, and contained in this report, were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished the Appraiser can be assumed by the Appraiser.
- 7. Disclosure of the contents of this Appraisal Report is governed by the By-Laws and Regulations of the professional appraisal organizations with which the Appraiser is affiliated.
- 8. Neither all nor any part of the contents of this report, or copy thereof (including conclusions as to property value, the identity of the Appraiser, professional designations, reference to any professional appraisal organizations, or the firm with which the Appraiser is connected) shall be used for any purposes by anyone but the client shown on Page 1 of this report, the mortgagee or its successors and assigns, mortgage insurers, consultants, professional appraisal organizations, any state or federally approved financial institution, any department agency, or instrumentality of the United States or of any State or of the District of Columbia, without the previous written consent of the Appraiser; nor shall it be conveyed by anyone to the public through advertising, public relations, news, sales, or other media, without the written consent and approval of the Appraiser.
- 9. On all Appraisals involving proposed construction, the Appraisal Report and value conclusion are contingent upon completion of the proposed improvements in accordance with the plans and specifications prepared by

with a last revision date of N/A which have been initialed and dated by the Appraiser.

Borrower/Client King Park Court Apartments
 Address 700 Walker Road
 City Wildwood County Sumter State Florida
 Lender/Client USDA Rural Development

Property Rights Appraised

Fee simple interest

Use of Appraisal

Loan servicing and asset management purposes

Appraisal Dates

Date of inspection: 4-27-2009

Date of valuation: 4-27-09

Date of Report : 5-6-2009

Objective and Intended Use of Appraisal

The objective of this appraisal is to estimate the market values of the subject property identified herein, according to proposed renovations of subject development. As well, the value of the rental subsidy will also be calculated and included within the report. According to the client, the appraisal will be used for loan servicing and asset management purposes.

Scope of Appraisal

USDA Rural Development the intended user of the appraisal has requested the State Appraiser William Barry Kelley, SRA to appraise the subject property identified herein for loan servicing and asset management purpose. For purposes of this appraisal, King Park Court is also identified as an intended user of this appraisal. The scope of this appraisal assignment includes physical inspection of the subject property and surrounding influences of the neighborhood: research the market for comparable sales and rentals for comparison to the subject; analyze the data as it relates to the subject property; conclude estimates of market value from the range of value indicators, according to the proposed renovation; and finally, prepare a complete appraisal presented within a summary report that summarizes the analyses and conclusion of the appraisers.

The market identified for analysis purpose and ultimate conclusion of value herein includes the current and competitive open market using comparable sales and rental similarly influenced as the subject. Only the Income Capitalization Approach to value will be utilized in this report. The value of the rental subsidy will also be calculated and included within the report.

The value conclusion presented here in excludes the value of personal property including furnishing, fixtures, and equipment (except kitchen appliances) as well as business inventory. As well, the valuation process excludes goodwill of the business, intangible and/or going concern value. The conclusion of value is limited strictly to real estate: that is, land and improvement that are identified within this report.

Property Rights Appraised

The value conclusions presented herein acknowledge both the fee simple and leased fee interest of the subject property.

Fee Simple Interest (As if vacant and ready for development)

Fee simple interest is defined as absolute ownership unencumbered by any other interest or estate. A person who owns all the property rights is said to have fee simple title, subject only to the limitations of eminent domain, escheat, police power, and taxation

Market Value Definition

Liquidation value is defined by the 4th Edition of *The Dictionary of Real Estate Appraisal* as follows. „Liquidation value: the most probable price that a specified interest in real property is likely to bring under all of the following conditions:

1. Consummation of a sale will occur within a severely limited future marketing period specified by the client.
2. The actual market conditions currently prevailing are those to which the appraised property interest is subject.
3. The buyer is acting prudently and knowledgeably.
4. The seller is under extreme compulsion to sell.
5. The buyer is typically motivated.
6. The buyer is acting in what he or she considers his or her best interest.
7. A limited marketing effort and time will be allowed for the completion of a sale.
8. Payment will be made in cash in U.S. dollars or in terms of financial arrangements comparable thereto.
9. The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.“

Depreciation Analysis

Depreciation is measure of loss of utility of the subject property in at present condition in comparison with the utility it would have as a new improvement. There are three basic categories from which an improvement may suffer a loss in utility and within these categories five major cause of loss. This is illustrated below.

Physical Deterioration

Curable Physical Deterioration
Incurable Physical Deterioration

Functional Obsolescence

Curable Functional Obsolescence
Incurable Functional Obsolescence

External Obsolescence

External Obsolescence

Physical deterioration

Curable Physical Deterioration is also referred to as "deferred maintenance". It is represented by items in need of immediate repair. The subject is a proposed project with no items of deferred maintenance.

Incurable Physical Deterioration can be separated into two classes; short lived, and Long-lived items. Depreciation applicable to the short-lived items of the subject is included within the estimate of deterioration of the long-lived as noted below. Subject is new proposed construction with no items of deferred maintenance.

The second class of incurable physical deterioration includes the long-lived item. These included parts of the structure which have economic lives equal to the entire structure. This is commonly referred to as the "bone structure" of the building and includes such items as the slab, framing, roof structure, etc. The measure of deterioration applicable to the long-lived items is accomplished herein by the age/life method.

The age/life method accounts for equal periodic depreciation over the economic life of a structure. It is measured by simply dividing the estimated effective age of the structure by the estimated total economic life resulting in the percentage measure of depreciation. This percentage is then multiplied by the cost new of the long-lived and short-lived items (not previously depreciated) resulting in the total amount of incurable physical deterioration.

Functional Obsolescence

Functional Obsolescence is the decreased capacity of the structure to perform the function for which it was intended in terms of today's standards. After an inspection of the site and review of the building plans, it is my opinion that the subject does not include a measure of functional obsolescence. The floor plan layout and utility of the structures is considered functional for their intended purposes:

External Obsolescence

External Obsolescence results from an external influence which adversely affects the value of the improvements. Because the subject property is a Section 515 housing project, it is subject to a restrictive-use agreement imposed by USDA Rural Development. These restrictions pertain to use, transfer, and operation of the property, and include rent limits and restrictions in tenant eligibility based on income. As a result, the value of the subject improvements is adversely impacted as it is subject to restricted rents.

SCOPE OF WORK IN THIS APPRAISAL ASSIGNMENT:

The scope of this appraisal included the research, collection and analysis of the data pertaining to recent economic factors that would effect the value. Information was collected from public records from local governmental zoning offices, assessor's office, U.S. Census Bureau and FEMA. In addition the appraiser does an inspection of the subject property and the neighborhood. The local Multiple Listing Service, local real estate appraisers and local real estate brokers were used to compile information relating to comparable sales data and competing listings. The appraiser also maintains private files of real estate information not available to the public. The cost information was derived from Marshall and Swift's Valuation Service and local area contractors. Information collected by the appraiser is assumed to be accurate but third party sources have been relied upon to obtain information on the real estate transactions that are not public knowledge.

Reconciliation

The Cost Approach is most applicable and reliable when the improvements are new and suffer little or no depreciation and when the improvements contribute to and actually represent and extension of the highest and best use of the land, as though vacant. The weakness of the Cost Approach is its insensitivity to investor rationale: that is, seldom does the typical investor give primary consideration to the combination of land value and improvement costs in making an investment decision. Another inherent weakness of the Cost Approach is its lack of sensitivity to market perception with regard to supply and demand factors.

The land sales were compared to the subject site with the resulting land value estimate considered credible due to the similarity of the sales.

CERTIFICATION

I certify that, to the best of my knowledge and belief:

The facts and data reported by the reviewer and used in the appraisal process are true and correct.

The analyses, opinions, and conclusions in this review report are limited only by the assumptions and limiting conditions stated in this appraisal report and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

I have no present or prospective interest in the property that is the subject of this appraisal and no personal interest with respect to the parties involved.

I have no bias with respect to the property that is the subject of this appraisal or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in this appraisal or from its use.

My analyses, opinions, and conclusions were developed and this appraisal report was prepared in conformity with the Uniform Standards of Professional Appraisal Practice.

I have made a personal inspection of the subject property.

No one provided significant appraisal review assistance to the person signing this certification.

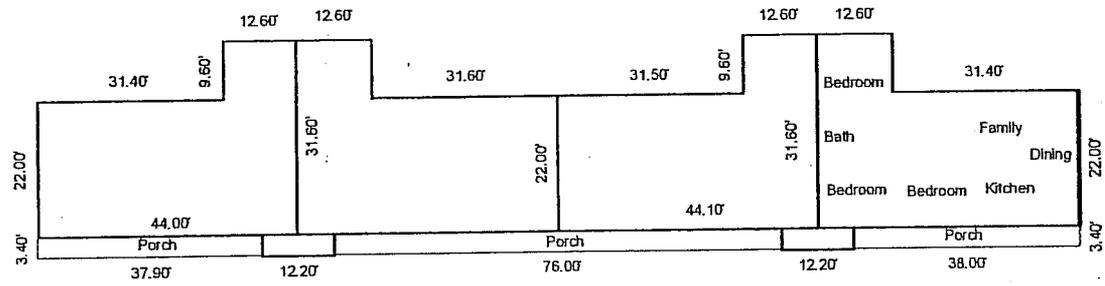
William Barry Kelley, SRA has completed the requirements of the continuing education Program of the Appraisal Institute as of the date of the appraisal report was signed.

William Barry Kelley, SRA
Appraiser
State-Certified General Appraiser # RZ # 3180 (Florida)

SKETCH

3. NEW BUSINESS - ACTION REQUIRED
 g. General Items for Consideration
 (1) TABLED 01.25.10 - Discussion on purchase of King Park Court property

Borrower/Client King Park Court Apartments
 Address 700 Walker Road
 City Wildwood County Sumter State Florida Zip 34785
 Lender/Client USDA Rural Development



3 bedroom / 1 bath building

Sketch by Apex IV Windows™

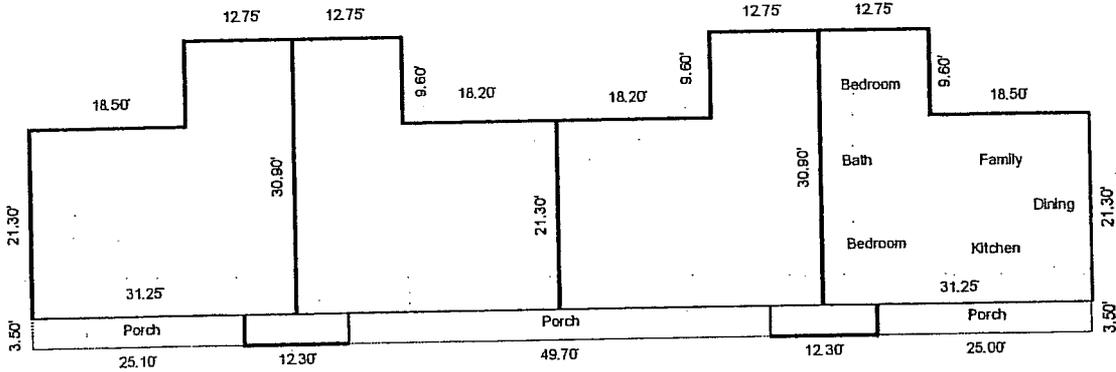
Comments:

AREA CALCULATIONS SUMMARY			
Code	Description	Size	Net Totals
GLA1	Unit A	1088.9600	
	Unit B	1091.1600	
	Unit C	1093.3600	
	Unit D	1088.9600	4362.4400
P/P	Porch	129.2000	
	Porch	258.4000	
	Porch	128.8600	516.4600
OTH	Void space	41.4800	
	Void space	41.4800	82.9600
TOTAL LIVABLE (rounded)			4362

LIVING AREA BREAKDOWN		
	Breakdown	Subtotals
Unit A	22.00 x 44.00	968.0000
	9.60 x 12.60	120.9600
Unit B	12.60 x 31.60	398.1600
	22.00 x 31.50	693.0000
Unit C	22.00 x 44.20	972.4000
	9.60 x 12.60	120.9600
Unit D	12.60 x 31.60	398.1600
	22.00 x 31.40	690.8000
8 Calculations Total (rounded)		4362

BUILDING SKETCH
(Continued)

3. NEW BUSINESS - ACTION REQUIRED
g. General Items for Consideration
(1) TABLED 04.26.10 - Discussion on purchase of King Park Court property



2 Bedroom / 1 bath building

Sketch by Apex IV Windows™

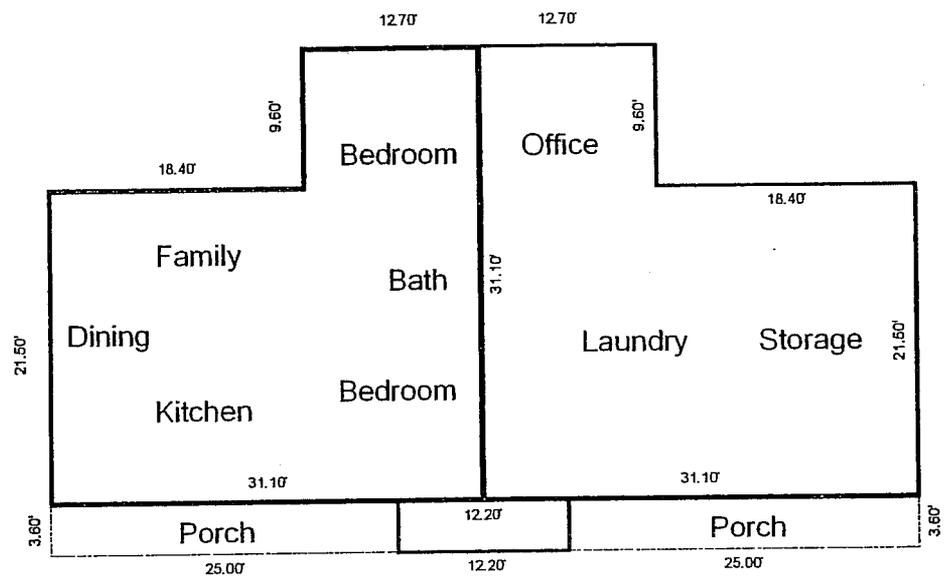
Comments:

AREA CALCULATIONS SUMMARY			
Code	Description	Size	Net Totals
GLA1	Unit A	788.0250	
	Unit B	781.6350	
	Unit C	781.6350	
	Unit D	788.0250	3139.3200
P/P	Porch	87.5000	
	Porch	173.9500	
	Porch	87.8500	349.3000
OTH	Void	43.0500	
	Void	43.0500	86.1000
TOTAL LIVABLE (rounded)			3139

LIVING AREA BREAKDOWN		
Breakdown		Subtotals
Unit A		
	21.30 x 31.25	665.6250
	9.60 x 12.75	122.4000
Unit B		
	21.30 x 30.95	659.2350
	9.60 x 12.75	122.4000
Unit C		
	12.75 x 30.90	393.9750
	18.20 x 21.30	387.6600
Unit D		
	21.30 x 31.25	665.6250
	9.60 x 12.75	122.4000
8 Calculations Total (rounded)		3139

BUILDING SKETCH
(Continued)

3. NEW BUSINESS - ACTION REQUIRED
 g. General Items for Consideration
 (1) TABLED 01.25.10 - Discussion on purchase of King Park Court property



Office / Laundry

Sketch by Apex IV Windows™

Comments:

AREA CALCULATIONS SUMMARY			
Code	Description	Size	Net Totals
GLAI	Manager Apt	790.5700	790.5700
P/P	Porch	90.0000	
	Porch	90.0000	180.0000
OTH	Void space	43.9200	
	Office/Laundry	790.5700	834.4900
TOTAL LIVABLE (rounded)			791

LIVING AREA BREAKDOWN		
	Breakdown	Subtotals
Manager Apt		
	21.50 x 31.10	668.6500
	9.60 x 12.70	121.9200
2 Calculations Total (rounded)		791

NOTICE OF REAL PROPERTY FOR SALE

Description of property: 6.36 acre property located at 700 Walker Road, Wildwood, FL. 32 multi-family units in poor condition located on the property. Current zoning is R-5.

Pursuant to Section 510(e) of the Housing Act of 1949, as amended, 42 U.S.C. 1480, RHS has determined dwelling units on this property inadequate for residential occupancy. The quitclaim deed by which this property will be conveyed will contain a covenant excluding the inadequate residential units from residential use until all of the dwelling units are repaired or renovated. Specific information on the property and required repairs is available from the seller.

Sales price: \$211,950. Closing will be held within 30 days after indication by the Seller of readiness to close. A minimum deposit of 5% of offer amount is required at submission of offer.

Offers will be accepted at seller's location until February 9, 2010. All offers must be made on RD Form 1955-45, available from seller.

Conditions of sale: no financing is available from seller .

Seller: USDA Rural Development, 2441 NE 3rd Street, Suite 204-1, Ocala, FL 34470 Telephone: 352-732-7534 ext. 5



OCCUPANCY RESTRICTIONS

If the property is to be used for residential purposes, the quitclaim deed to the property will include the following restriction:

Pursuant to Section 510(e) of the Housing Act of 1949, as amended, 42 U. S. C. 1480, the purchaser ('Grantee' herein) of the above described property ('subject property' herein) covenants and agrees with the United States acting by and through the U. S. Department of Agriculture ('Grantor' herein) that the inadequate dwelling units located on the subject property as of the date of this quitclaim deed will not be occupied or used for residential purposes until the items listed at the end of the paragraph have been accomplished. This covenant shall be binding on Grantee and Grantee's heirs, assigns, and successors and will be construed as both a covenant running with the subject property and as equitable servitude. This covenant will be enforceable by the United States in any court of competent jurisdiction. When the existing dwelling units on the subject property comply with the aforementioned standards of the U. S. Department of Agriculture in accordance with its regulations, the subject property may be released from the effect of this covenant and the covenant will thereafter be of no further force or effect. The property must be repaired as follows:

- all units must have properly working heating and air conditioning
- all roofs must be in good repair and replaced as necessary
- all siding must be replaced
- all units must have kitchen and bathroom cabinets
- all units must have decent flooring



Florida/Virgin Islands
 2441 NE 3rd Street
 Ocala, FL 34470

3. NEW BUSINESS – ACTION REQUIRED
 g. General Items for Consideration
 (1) TABLED 01.25.10 – Discussion on purchase of
King Park Court Property
 TDD: (352) 338-3499
www.rurdev.usda.gov/fl

TO PROSPECTIVE PURCHASERS

USDA RURAL DEVELOPMENT IS OFFERING THE FOLLOWING PROPERTY FOR SALE:

Apartment complex formerly known as King Park Court
 700 Walker Road, Wildwood, FL

Items attached for your use:

1. Notice of Real Property for Sale (as it appears in the newspaper January 10, 2010 and January 17, 2010)
2. Form RD 1955-40, Notice of Real Property For Sale
3. Occupancy Restrictions
4. Form RD 1955-45, Standard Sales Contract

Offers will be accepted only upon completed Form RD 1955-45, Standard Sales Contract. Offers will be accepted until February 9, 2010. A minimum bid deposit of 5% must accompany offers, check made payable to USDA Rural Development. USDA Rural Development will not provide financing for this property.

If you have any questions, please contact the Area Office, contact information provided above.

R. C. QUANTON, II
 Area Director IV

Committed to the future of rural communities.

“USDA is an equal opportunity provider, employer and lender.”
 To file a complaint of discrimination write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD).

NOTICE OF REAL PROPERTY FOR

3. NEW BUSINESS - ACTION REQUIRED
g. General Items for Consideration
TABLED 01.25.10 - Discussion on purchase of
King Park Court Property

Action: Initial Listing Withdrawal, sale pending Withdrawal, other _____
 New Listing price Modified terms of sale Relisting, pending sale cancelled Other _____
Effective Dates: Available for sale to program eligible applicants, not applicable
Available for sale to nonprogram applicants NO FINANCING AVAILABLE
Sales Price: \$ 211,950.00, as is.

Conditions of Sale:

- Flood insurance.
- Conditions of sale include a restriction that prior to being used for residential purposes, the structure must be repaired to: (a) Be structurally sound and habitable, (b) Have a potable water supply, (c) Have functionally adequate, safe, and operable heating, plumbing, electrical, and sewage disposal systems, and (d) Meet the Thermal Performance Standards for existing construction as outlined in exhibit D to subpart A of part 1924 of title 7 of the Code of Federal Regulations. The deed to the property will include a covenant outlining the above restrictions.
- Special use restrictions or other covenants or notices. (Attached)

The following financing may be available to prospective purchasers:

Program: Down Pay \$ _____ Est. Mo. P&I \$ _____ Yrs. _____ Rate _____ %
Nonprogram: Down Pay \$ _____ Est. Mo. P&I \$ _____ Yrs. _____ Rate _____ %
Est. Closing Cost \$ _____ Approx. Annual Taxes \$ _____
Commission Schedule: _____ % of sales price. Special Effort Bonus: \$ _____

Issuing Office: Rural Development

2441 NE 3rd Street, Suite 204-1 Phone: (352) 732-7534
Ocala, FL 34470

(fold)

Address: 700 Walker Road Advice No. 00512
Wildwood, Sumter County, FL 34784

DESCRIPTION OF PROJECT

Description of Buildings/Type of Construction concrete slab, wood frame

No. of 1 Bdm. Units	Unit Size	Present Rents
8 buildings	Other Facilities <u>office with managers unit</u>	
2 Bdm. Units <u>28</u>	<u>788 sq. ft.</u>	\$ _____
3 Bdm. Units <u>4</u>	<u>1088 sq. ft.</u>	\$ _____
4 Bdm. Units _____	_____	\$ _____
Handicapped _____	_____	\$ _____

Project Type/Family family Sr. Citizen _____ LH _____

Description of Landscaping, Yard, Fencing minimal landscaping

Site Size, Characteristics and Improvements 6.36 acres

Heating System central electric Cooling System central electric

Fire Prevention System smoke alarms Security System none

Utilities Available/Water yes Sewer yes Electricity yes Gas none

Utilities Paid by Owner no Tenants _____

Vehicle Storage 66 parking spaces

Equipment _____

Other Information No warranty of title or physical condition of the property

STANDARD SALES CONTRACT
SALE OF REAL PROPERTY BY THE UNITED STATES

1. THE OFFER DATE OF THIS CONTRACT (THE DATE SIGNED BY THE PURCHASER) IS _____ 20 _____

2. THE UNITED STATES OF AMERICA, acting through the Rural Housing Service; Rural Utilities Service; Rural Business-Cooperative Service; Farm Service Agency, hereinafter referred to as the "Agency", as SELLER, agrees to sell to the PURCHASER named below, and said purchaser agrees to buy, the property identified hereinafter, subject to the CONDITIONS OF SALE on pages 3 and 4 hereof which are incorporated and made part here of. PROPERTY IDENTIFICATION. Street address, including ZIP code and county:

700 Walker Road, Wildwood, Sumter County, Florida 34784

Brief Legal Description:

W 1/2 of the S 420 ft. of the NW 1/4 of the NW 1/4 of S7 T19S R23E, Sumter County

together with the appurtenances there unto belonging.

4. EARNEST MONEY DEPOSIT, \$ _____, (TO BE REFUNDED TO PURCHASER IF THIS OFFER REJECTED OR IF AGENCY CREDIT SALE IS NOT APPROVED) TO BE REFUNDED TO PURCHASER AT CLOSING TO BE APPLIED TO CLOSING COSTS, AT CLOSING, WITH ANY BALANCE REFUNDED TO PURCHASER TO BE APPLIED TO CLOSING COSTS, AT CLOSING, WITH ANY BALANCE APPLIED TO THE PURCHASE PRICE.

5. PRICE: \$ _____ CASH AT CLOSING: \$ _____, WITH BALANCE OF \$ _____ BY CREDIT SALE (SECURED BY MORTGAGE OR DEED OF TRUST) ACCEPTED BY AGENCY PROVIDING FOR EQUAL n/a INSTALLMENTS OF PRINCIPAL AND INTEREST AT THE AGENCY INTEREST RATE IN EFFECT AS SET FORTH IN RD INSTRUCTION 440.1 (AVAILABLE IN ANY AGENCY OFFICE) AT THE TIME THE APPLICANT IS NOTIFIED THE CREDIT SALE IS APPROVED WITH ANY BALANCE OF THE LOAN TO BE PAID IN FULL NOT LATER THAN THE _____ ANNIVERSARY OF THE LOAN.

6. CONTINGENCY. If a credit sale is indicated in paragraph 5 above, this contract is contingent upon the Agency approving a credit sale, satisfactory to and in the name of the following party(ies):
FINANCING IS NOT AVAILABLE THROUGH USDA RURAL DEVELOPMENT.

7. CONVEYANCE. Title is to be taken in the following name and style:

8. SIGNATURE. This contract is signed by one or more of those personally named in paragraph 6 or an authorized party or official of the legal entity named in paragraph 6 (called the Purchaser).

9. OCCUPANCY. Purchaser will close with property vacant; subject to Purchaser's own occupancy only; occupancy by other(s).

10. THE PROPERTY DESCRIBED IN THIS CONTRACT is is not subject to taxation while owned by the Government. Taxes will be paid in full prorated in accordance with Item H, page 3 of form.

11. DEED RESTRICTION. The property is is not subject to deed restrictions in accordance with Item O, page 3 of form.

12. SPECIAL STIPULATIONS:

13. The sale shall be closed at 2441 NE 3rd Street, Suite 204-1, Ocala, FL 34470 within thirty (30) days after indication by the Seller of readiness to close, unless the parties otherwise agree in writing.

Purchaser has signed this contract on the date shown in paragraph 1, above.

ACCEPTED BY THE UNITED STATES OF AMERICA

Purchaser's Signature

BY _____
(Signature)

Type or Print Purchaser's Name

(Type Name and Title of Official)

Purchaser's Signature

(Agency)

Type of Print Purchaser's Name

UNITED STATES DEPARTMENT OF AGRICULTURE

Co-Signer's Signature

Date Accepted _____

Type or Print Co-Signer's Name

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0172. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

PURCHASER'S ADDRESS

BROKER'S CERTIFICATION (IF SOLD THROUGH A REAL ESTATE BROKER)

The undersigned Broker certifies that neither he/she nor anyone authorized to act for him/her has declined to sell the property described herein to or to make it available for inspection or consideration by a prospective purchaser because of race, color, religion, sex, age, handicap, national origin or marital status. The undersigned further acknowledges that no commission, as stated on the notice of real property for sale shall be due or earned until and unless this contract is closed and title has passed to the purchaser herein. Earned commissions will be paid in cash at closing and passing of title only where sufficient cash to cover the commission is paid by purchaser; otherwise commission is paid by the Agency in approximately four weeks after closing.

NOTE: The broker must sign this certification.

(Broker's Signature)

NOT APPLICABLE

(Type or Print Name of Broker)

Broker's Social Security or Employer Identification No.

(Co-Broker Signature, if applicable)

Co-Broker's Social Security or Employer Identification No.

(Type or Print Name of any Co-Broker)

GENERAL - APPLICABLE TO ALL CONTRACTS EXCEPT AS MODIFIED BY PRIOR PARAGRAPHS

- A. Earnest Money Deposit. The earnest money deposit, shall be in the amount set forth in Agency regulations (7 CFR, Part 1955, Subpart C or 7 CFR Part 3550, as appropriate).
- B. Deed to the Property. Within thirty (30) days after acceptance of the contract or removal of the contingency of Paragraph 6, page 1 (if applicable), whichever occurs last, the Government shall prepare for the purchaser a quitclaim deed to the property for delivery at the closing. The closing shall occur within thirty (30) days after the Government notifies the purchaser that the sale is ready to be closed. If a credit sale has been approved, the Government will also provide the required promissory note and security instruments. The purchaser shall deliver the executed promissory note and security instruments to the Government at the closing. If the contingency in Paragraph 6 is applicable and the Government disapproves the purchaser's credit, the purchaser shall be notified of the disapproval of credit and the contract shall terminate.
- C. Encumbrances or Defects. If the purchaser, before receiving a deed and within thirty (30) days after the Government's acceptance of the bid, submits proof of any encumbrances or title defects, the Government may take any necessary remedial action. If the Government does not elect to exercise the right, the purchaser may, if the encumbrance or title defect affects the marketability of the title, rescind purchaser's purchase obligation and recover all amounts paid by purchaser to the Government on account of the purchase price. However, neither the purchaser nor parties claiming under purchaser shall be entitled, under any circumstances, to recover from the Government any damages, interest, or costs on account of any encumbrance or defect affecting the title of the property. Unless proof of encumbrances or defects, other than any enumerated on Exhibit A, is submitted by the purchaser within the time specified above, any and all encumbrances and defects shall be conclusively presumed waived, and the purchaser and any parties claiming under purchaser shall be forever barred from asserting them against the Government.
- D. Abstracts or Title Evidence. The Government is not obligated to furnish any abstracts or other title evidence but will permit purchaser to inspect its title papers at a place selected by, and at no expense to, the Government.
- E. Accepting the Property. The purchaser agrees to accept the property as is, in its present condition. No warranty is given on the condition of the property.
- F. Loss or Damage to Property. If, through no fault of either party, the property is lost or damaged as a result of fire, vandalism or an act of God between the time of acceptance of the offer and the time the title of the property is conveyed by the Agency, the Agency will reappraise the property. The reappraised value of the property will serve as the amount the Agency will accept from the purchaser. However, if the actual loss, based on reduction in market value as determined by the Agency is less than \$500, payment of the full purchase price is required. In the event the two parties cannot agree upon an adjusted price, either party, by mailing notice in writing to the other, may terminate the contract of sale, and the earnest money will be returned to the offeror.
- G. Possession Rights. The purchaser will accept the property subject to the rights of any person or persons in possession of or presently occupying the property or claiming a right to occupy the property as indicated in Paragraph 9, page 1.
- H. Payment of Taxes. If the property while in Government inventory is subject to taxation, the taxes will be prorated between the Government and the purchaser as of the date title is conveyed. If the property is not subject to taxation while in Government inventory, the purchaser will pay all taxes on the property which become due and payable on or after the date the title of the property is conveyed by the Government.
- I. Mineral Rights. The Government will convey to the purchaser all mineral rights to which it has title.
- J. Liquidated Damages. If the purchaser fails to comply with any of the terms or conditions hereof, the Government, by mailing notice in writing, may terminate the contract for sale. The earnest money deposit shall be retained by the Government as full liquidated damages except where failure to close is due to non-approval of credit.
- K. Representation Regarding Property. Representations or statements regarding the property made by any representative of the Government shall not be binding on the Government or considered as grounds for any claim for adjustment in or rescission of any resulting contract. The purchaser expressly waives any claim for adjustment or rescission based upon any representation or statement not expressly included herein. The Government makes no warranties or representations not set forth in writing herein concerning the condition of title or the permissible uses of the property.
- L. Member of Congress. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of the contract of which these conditions form a part, or to any benefit that may arise therefrom.
- M. Subject to Agency Regulations. All offers and resulting contracts shall be subject to the regulations of the Agency, now or hereafter in effect.
- N. Documentary Stamps. The purchaser will be required to purchase and place upon the deed the necessary documentary stamps.

- O. Deed Restrictions (If Applicable). This property contains a dwelling unit or units which are structurally inadequate for residential occupancy. The quitclaim deed by which this property will be conveyed to the purchaser will contain a covenant binding the purchasers and the property which will restrict the residential unit(s) on the property from being used for residential occupancy until such time as the dwelling unit(s) is (are) structurally 'sound and habitable, has a potable water supply, has functionally adequate, safe, and operable heating, plumbing, electrical and sewage disposal systems, and meets the Thermal Performance Standards as outlined in Exhibit D, 7 CFR Part 1924, Subpart A, which are the Agency requirements for a residential unit(s) to meet decent, safe, and sanitary standards. This restriction is required by Section 510(e) of the Housing Act of 1949, as amended, 42 U.S.C. § 1480(e).
- P. Entire Agreement. This contract contains the final and entire agreement between the parties hereto and they shall not be bound by any terms, conditions, statements, or representations, oral or written, not herein contained.

APPLICABLE TO CREDIT SALES (LOANS BY THE AGENCY) ONLY

- Q. Purchaser Financial Information. The purchaser will submit financial information upon request of the Government within 30 days of such request.
- R. Security Instruments. Upon closing all deeds and mortgages or other security instruments incident to the sale shall be on Agency forms and shall immediately be filed for record by the Agency at the expense of purchaser.
- S. Insurance. To protect the Government's security in any buildings and appurtenances, the purchaser shall carry insurance against loss by fire, windstorm, flood and any other hazards required by the Government. The insurance shall be in an amount and form, and with an insurer, satisfactory to the Government. The original policy with evidence of premium payment shall be delivered to the Government at the time of delivery of the quitclaim deed to the purchaser.
- T. Prepayment. The purchaser may pay at any time all or part of the unpaid balance of the purchase price with no prepayment penalty. *(For Multiple Family Housing sales only, the purchaser may be subject to prepayment restrictions of Section 502(c) of the Housing Act of 1949, 42 U.S.C. §1472(c)*

3. **NEW BUSINESS – ACTION REQUIRED** g. General Items for Consideration
 (2) Designation of a representative to the FLC Legislative Action Day in Tallahassee – March 24th

FLC Legislative Action Day Registration Form Wednesday, March 24, 2010

TALLAHASSEE-LEON COUNTY CIVIC CENTER • 505 W. PENSACOLA STREET, TALLAHASSEE

Return completed form* by **March 5, 2010** to Florida League of Cities, P.O. Box 1757, Tallahassee, FL 32302-1757, or fax to (850) 222-3806. Please type or print information requested. Complete one registration form per registrant; duplicate as needed. No registration fee is required; however, on-site registrants cannot be guaranteed for the meal function. **The deadline for cancellations is March 12, 2010.**

*Unfortunately, online registration for Legislative Action Day is not available at this time.

Name: _____ First _____ MI _____ Last _____

First Name or Nickname: _____ as you wish it to appear on your badge

Title: _____

City or County Affiliation: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ E-mail: _____

First-Time Attendee? Yes No

Do you plan to attend the Legislative Briefing on March 23? Yes No

Do you plan to attend the reception on March 23? Yes No

Special Needs: If you are physically challenged and require special service or if you have special dietary needs, please attach a written description to the registration form and notify the hotel for special service.

2010 FLC LEGISLATIVE ACTION DAY

The Florida League of Cities Legislative Action Day will be held on **Wednesday, March 24, 2010** at the Tallahassee-Leon County Civic Center.

Be part of this year's advocacy efforts as President John Marks and the League's lobbying team strategize and prepare for this critical legislative session. You'll hear directly from key legislators on an array of critical issues.

On **Tuesday, March 23**, the League will hold a Legislative Briefing from 4:30 p.m. until 5:30 p.m. in Sittig Hall. The League's lobbyists will provide status reports on the League's legislative action agenda priorities. You'll learn the latest on these and other key issues affecting municipalities. **Please RSVP for this workshop on the registration form.**

Following the briefing, there will be a reception for all registrants beginning at 5:30 p.m. at the Mary Brogan Museum of Art and Science, located just across Kleman Plaza from the League office. **Please RSVP for the reception on the registration form.**

**Join your city colleagues from across Florida in
 the fight for Home Rule! You can view the League's
 2010 Legislative Action Agenda at www.flcities.com.**

Hotel Information

aloft Tallahassee Downtown – 200 N. Monroe Street. Reservations can be made by calling the hotel directly at (850) 513-0313 and asking for the Florida League of Cities block. The room rate is **\$149/night**, single or double occupancy, and includes complimentary parking. The cut-off date for making reservations is **February 23, 2010**.

After the cut-off date, all unbooked rooms will be released. Special requests will be honored based on availability.

Note: Even though the cut-off date for making hotel reservations is specified, we could run out of rooms before that date so make your reservations as soon as possible.

The Florida League of Cities will provide transportation between the aloft Tallahassee Downtown, the Tallahassee-Leon County Civic Center and the Capitol.