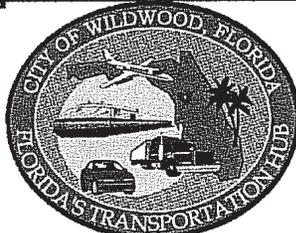


Agenda



Agenda

CITY COMMISSIONERS OF THE CITY OF WILDWOOD

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

April 25th, 2011
7:00 PM

PLEASE TURN OFF ALL CELL PHONES AND PAGERS

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

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

AGENDA

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

1. TIMED ITEMS AND PUBLIC HEARINGS

7:00 PM (a)	PUBLIC HEARING – 2nd Final Reading	Ordinance No. O2011-03, an ordinance (with supporting data) for a small scale land use amendment (industrial to commercial) for Stewood, LLC (Attachments – Staff Recommends Approval)
----------------	--	--

* Quasi Judicial Hearing

2. REPORTS AND PUBLIC INPUT

SPECIAL PRESENTATIONS:

- Update by Richard Busche of Kimley-Horn & Associates on the CR466A project (Attachments)
- Presentation by Verrando Engineering Co., Inc., of the HVAC Physical Assessment Survey and Building Envelope Study (Attachments)
 - 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 April 11th, 2011 (Attachments – Staff Recommends Approval)
2. Minutes of Special Called Workshop held on April 18th, 2011 (Attachments – Staff Recommends Approval)

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. Review/approval of the Municipal Election Agreement for services with county supervisor and COW (Attachments – Staff Recommends Approval)

f. FINANCIAL

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

g. GENERAL ITEMS FOR CONSIDERATION

1. Norval Scott - WW Community Development Center, Inc., request approval of First Annual "Unity" Block Party (Attachments – Board Option)
2. Review of the "Draft" contract from FDOC for the (second) outside "work crew"; and, request approval to have FDOC submit an original Contract for renewal based on the information provided in this draft (Attachments – Staff Recommends Approval)
3. Approval requested for the Mayor to sign the Application for Revenue Sharing 2011-2012 State Fiscal Year (Attachment – Staff Recommends Approval)
4. Review of Logos presented by the Selection Committee for the City of Wildwood's new "City LOGO" (Attachment – Board Option)

4. ADJOURN:

~~~~~

**NOTES – NO ACTION REQUIRED:**

- a. None

**REPORTS:**

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

1. FYI – Annual update from e5Solutions (Attachments)
2. FYI – Draft Reapportionment of County Commissioner Districts (Attachments)
3. FYI – Copy of letter and attachments to FDOT regarding the Pedestrian Lighting Signal at Rutland Street
4. FYI – Update on projects with City's engineer – KHA (Attachments)
5. FYI – Quarterly Report from Chief Reeser, WPD (Attachments)
6. FYI – Quarterly Report from Ron Allen, WDD (Attachments)
7. FYI – Letter from DCA regarding the EAR (Evaluation & Appraisal Report) (Attachment)

1. **TIMED ITEMS AND PUBLIC HEARINGS**

|                |                                        |                                                                                                                                              |
|----------------|----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|
| 7:00 PM<br>(a) | <b>PUBIC HEARING –<br/>TIMED ITEMS</b> | Ordinance No. O2011-03, an ordinance (with supporting data) for a small scale land use amendment (industrial to commercial) for Stewood, LLC |
|----------------|----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|

## CITY COMMISSION OF THE CITY OF WILDWOOD

### EXECUTIVE SUMMARY

**SUBJECT:** Small Scale Land Use Amendment

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

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

- Work Session (Report Only)  
 Regular Meeting

**DATE OF MEETING:** 4/25/11  
 Special Meeting

**CONTRACT:**  N/A

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

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

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

- Annual  
 Capital  
 N/A

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

### HISTORY/FACTS/ISSUES:

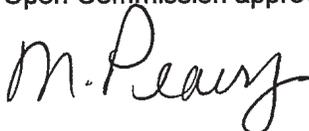
The applicant, Stewood LLC, seeks approval for a Small Scale Future Land Use Map Amendment to the adopted Comprehensive Plan.

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

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

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

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



Melanie Peavy  
Development Services Director

**ORDINANCE NO. O2011- 03**

AN ORDINANCE OF THE CITY OF WILDWOOD FLORIDA; PROPOSING A SMALL SCALE LAND USE AMENDMENT TO THE ADOPTED LOCAL COMPREHENSIVE PLAN AND FUTURE LAND USE MAP IN ACCORDANCE WITH THE GROWTH MANAGEMENT ACT OF 1985, AS AMENDED; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE

**WHEREAS**, the City of Wildwood, Florida, is proposing to amend the local Comprehensive Plan and Future Land Use Map of said City, to include the land use amendment described as follows, to-wit:

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

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

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

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

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

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

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

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

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

SECTION 4. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a Court or competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of said Ordinance.

SECTION 5. This ordinance shall take effect upon its final reading by the City Commission of the City of Wildwood.

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

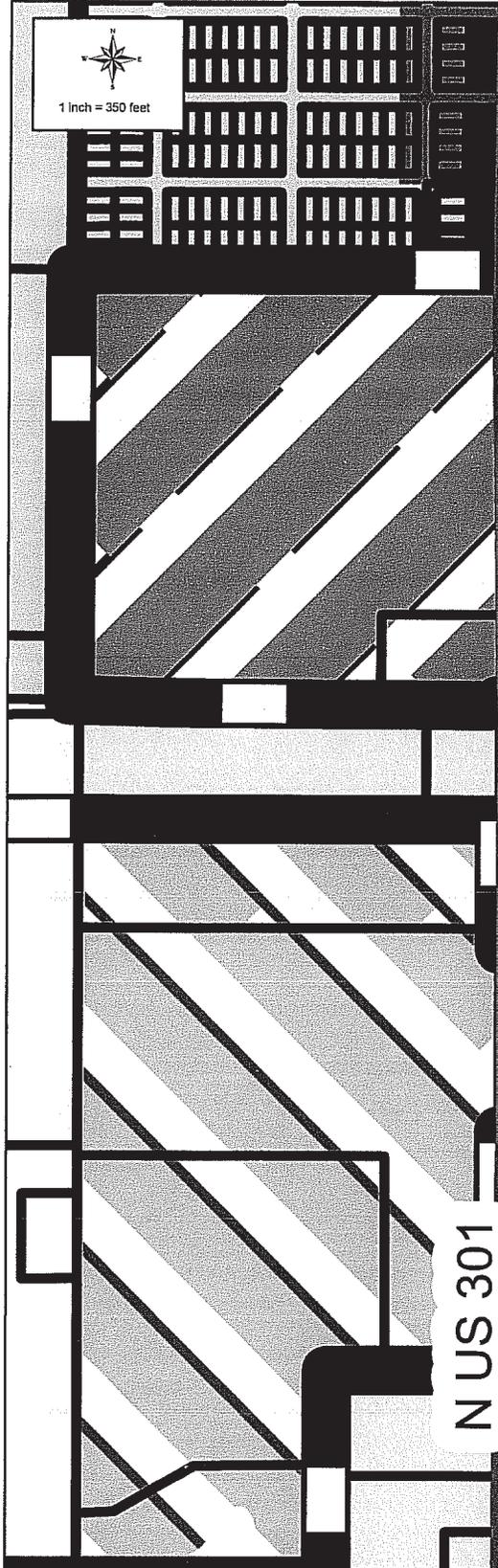
CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA

S E A L

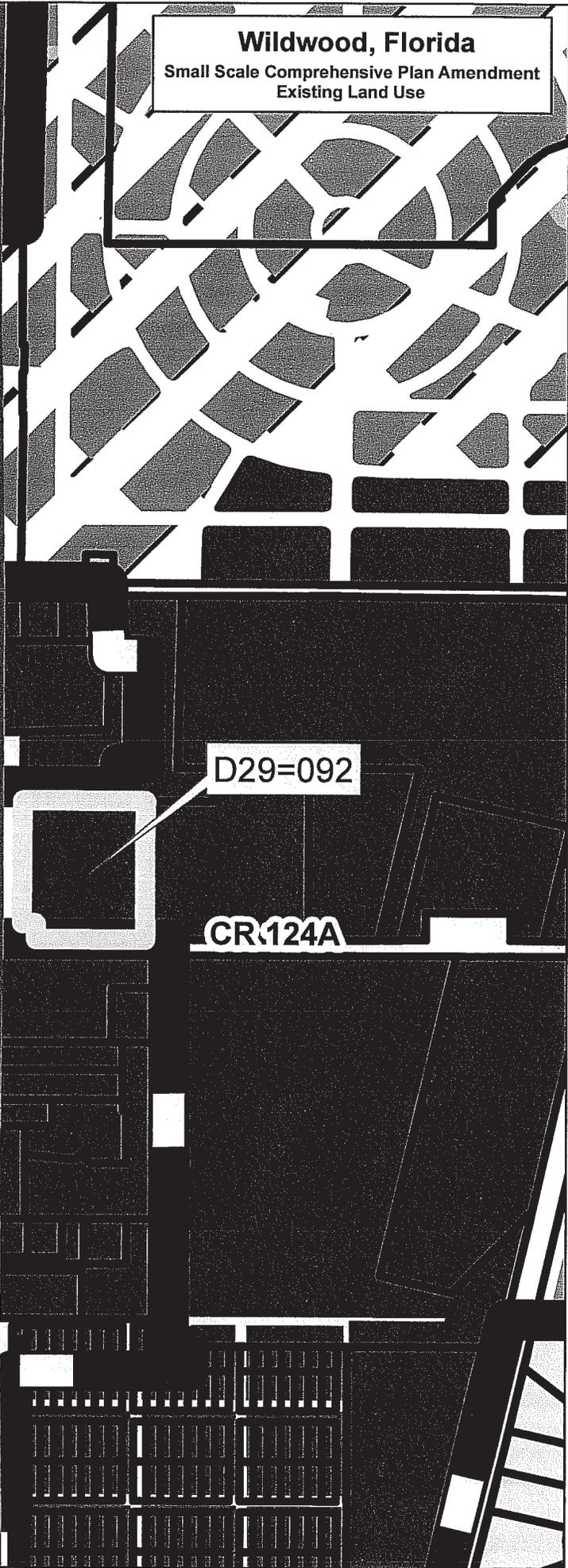
ATTEST: \_\_\_\_\_  
Joseph Jacobs, City Clerk

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

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

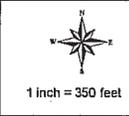


**Wildwood, Florida**  
 Small Scale Comprehensive Plan Amendment  
 Existing Land Use

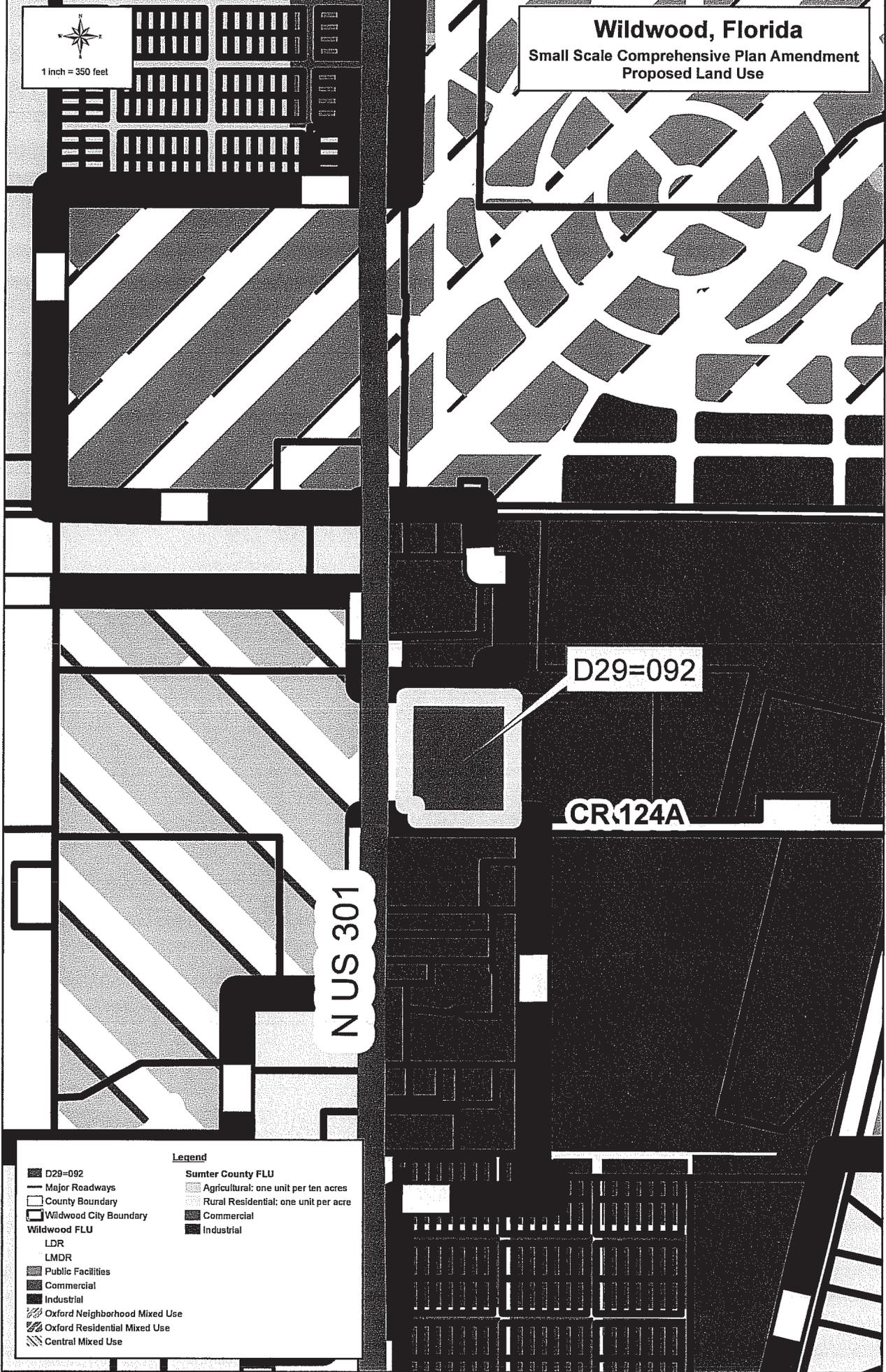


**Legend**

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



**Wildwood, Florida**  
 Small Scale Comprehensive Plan Amendment  
 Proposed Land Use



**Legend**

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

11. (a) PUBLIC HEARINGS - 2<sup>nd</sup> Final Reading of Ordinance No. O2011-03, an ordinance (with supporting data) for a small scale land use amendment (Industrial to commercial) for Stewood, LLC

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

---

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

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

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

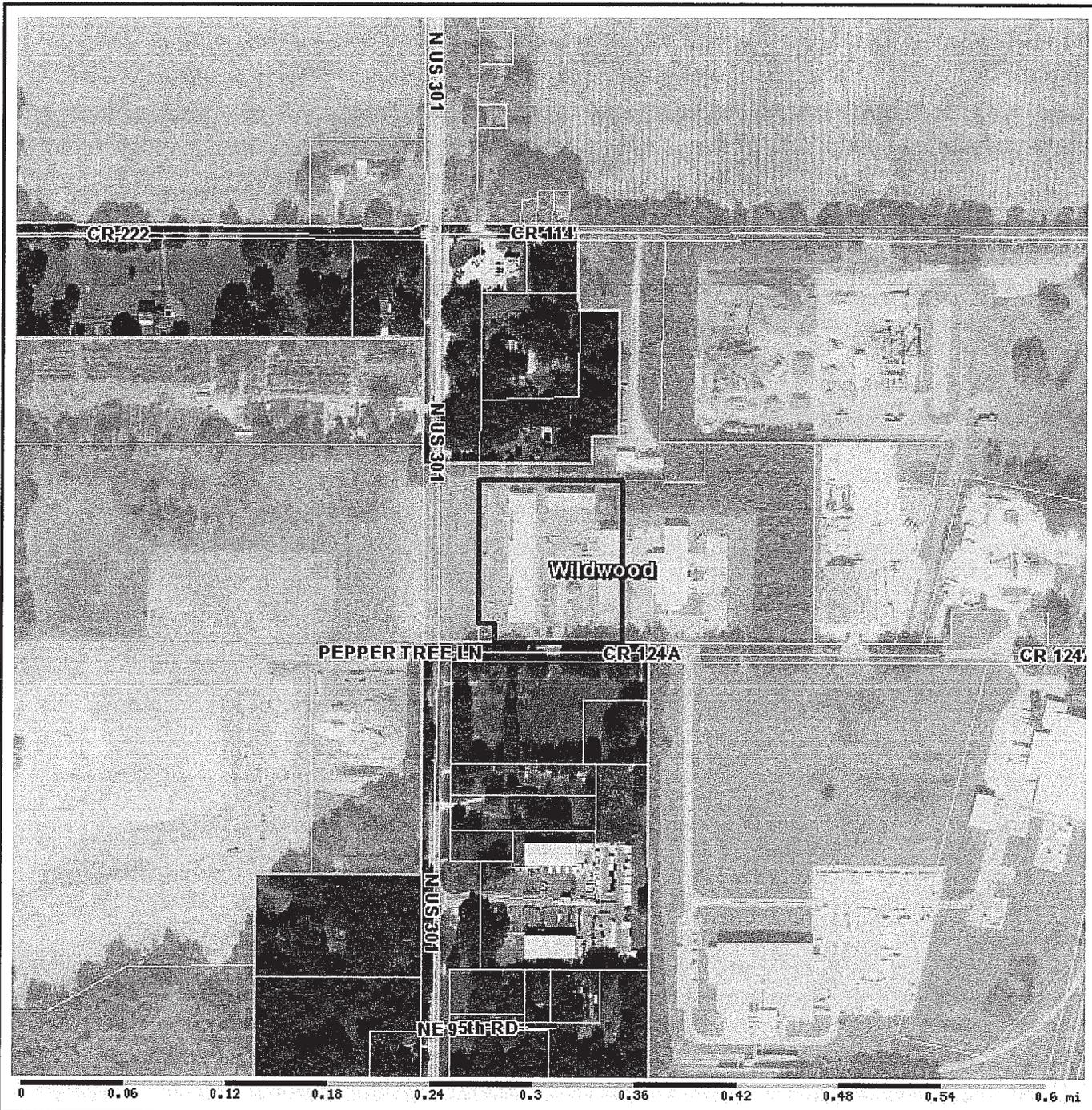
Dated: \_\_\_\_\_

4/7/11



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

1. (a) PUBLIC HEARINGS - 2<sup>nd</sup> Final Reading of Ordinance No. O2011-03, an ordinance (with supporting data) for a small scale land use amendment (Industrial to commercial) for Stewood, LLC



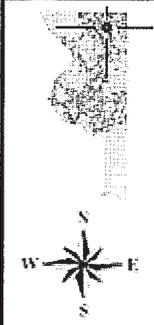
**Sumter County BOCC - GIS**  
 BOCC - Bushnell, FL 33513 | 352-793-0200

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

Sales

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

NOTES:



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

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

### **SPECIAL PRESENTATION:**

- **(First):** Update by Richard Busche of Kimley-Horn & Associates on the CR466A project
- **(Second):** Presentation by Verrando Engineering Co., Inc., of the HVAC Physical Assessment Survey and Building Envelope Study

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

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

None

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

(See "f" below)

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

(1)

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

(1)

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

(1)

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

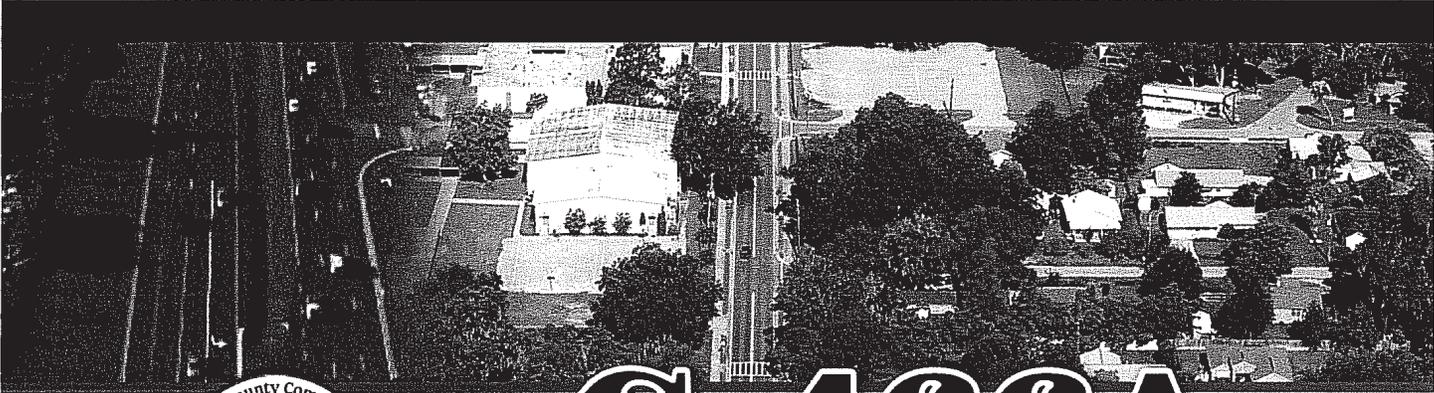
(1)

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

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

1. FYI – Annual update from e5Solutions (Attachments)
2. FYI – Draft Reapportionment of County Commissioner Districts (Attachments)
3. FYI – Copy of letter and attachments to FDOT regarding the Pedestrian Lighting Signal at Rutland Street
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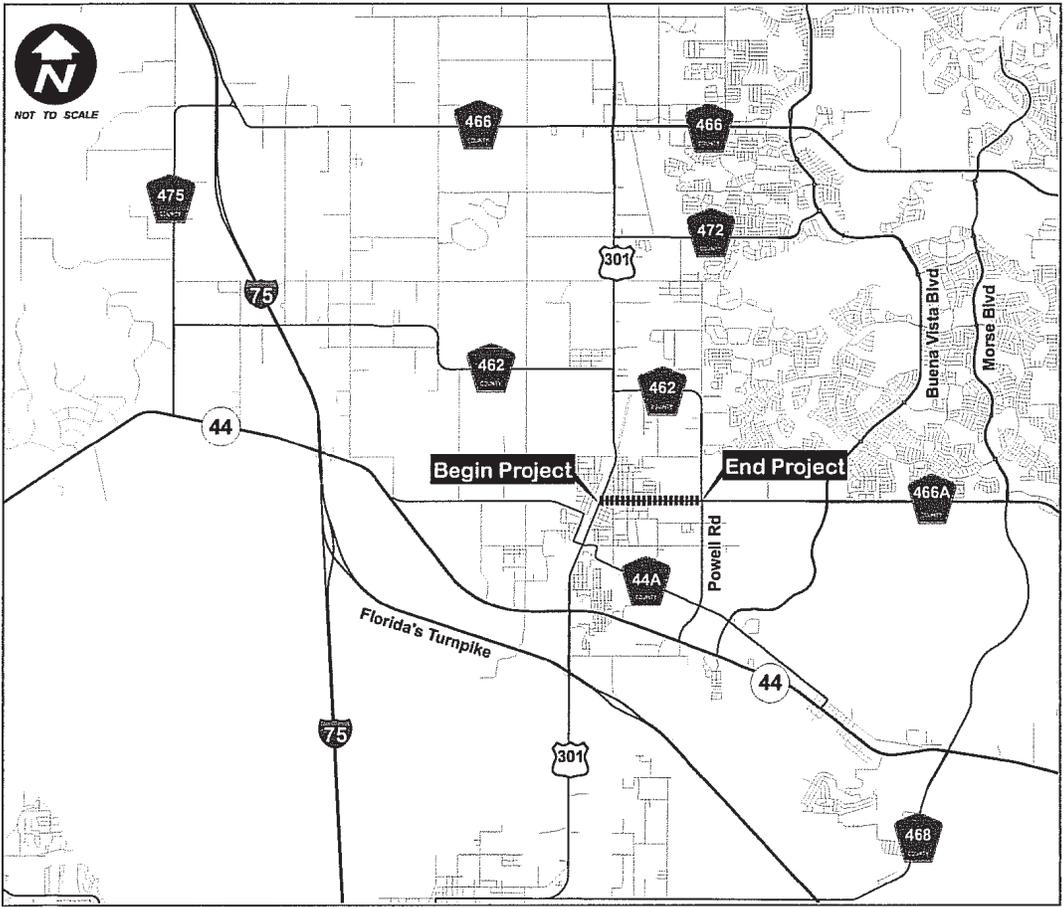
(First): SPECIAL PRESENTATION - Update by  
Richard Busche of Kimley-Horn & Associates  
on the CR466A project



# C-466A Widening

Between US 301 and Powell Road





# Location Map



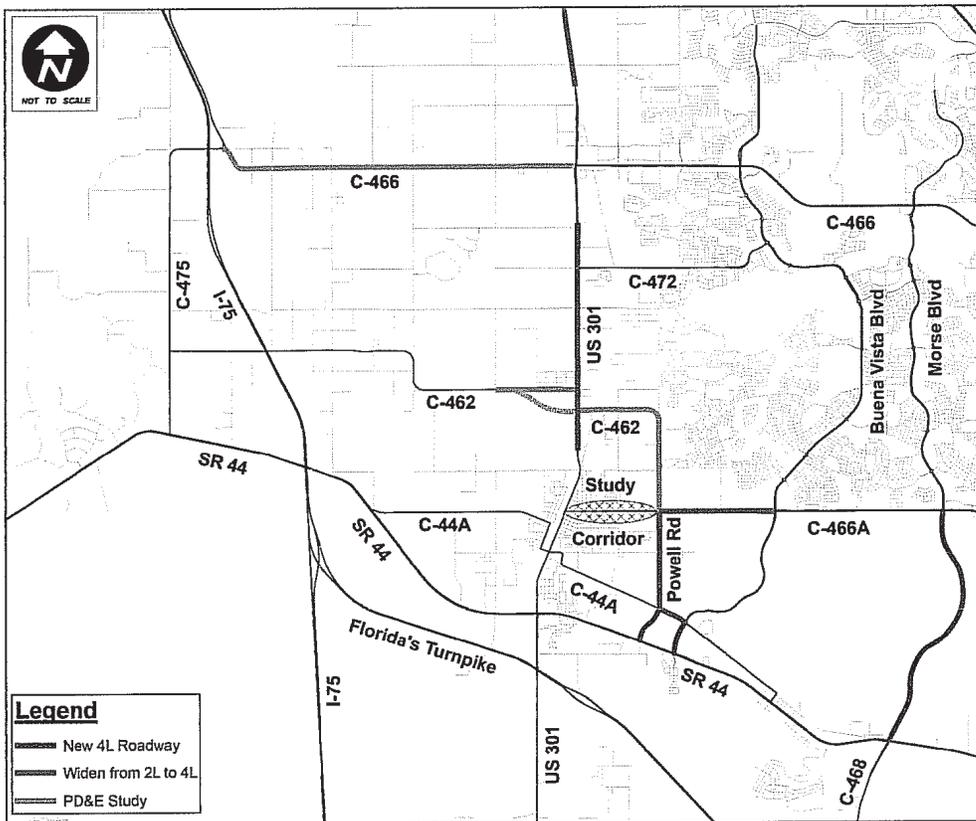
## Project Phases

- **Feasibility Study** performed 2009
- **Design** phase to be completed by December 2011
- **Right-of-way acquisition and construction** are not currently funded
- Sumter County is updating the 5-year Capital Improvement Program to adopt a funding plan this summer



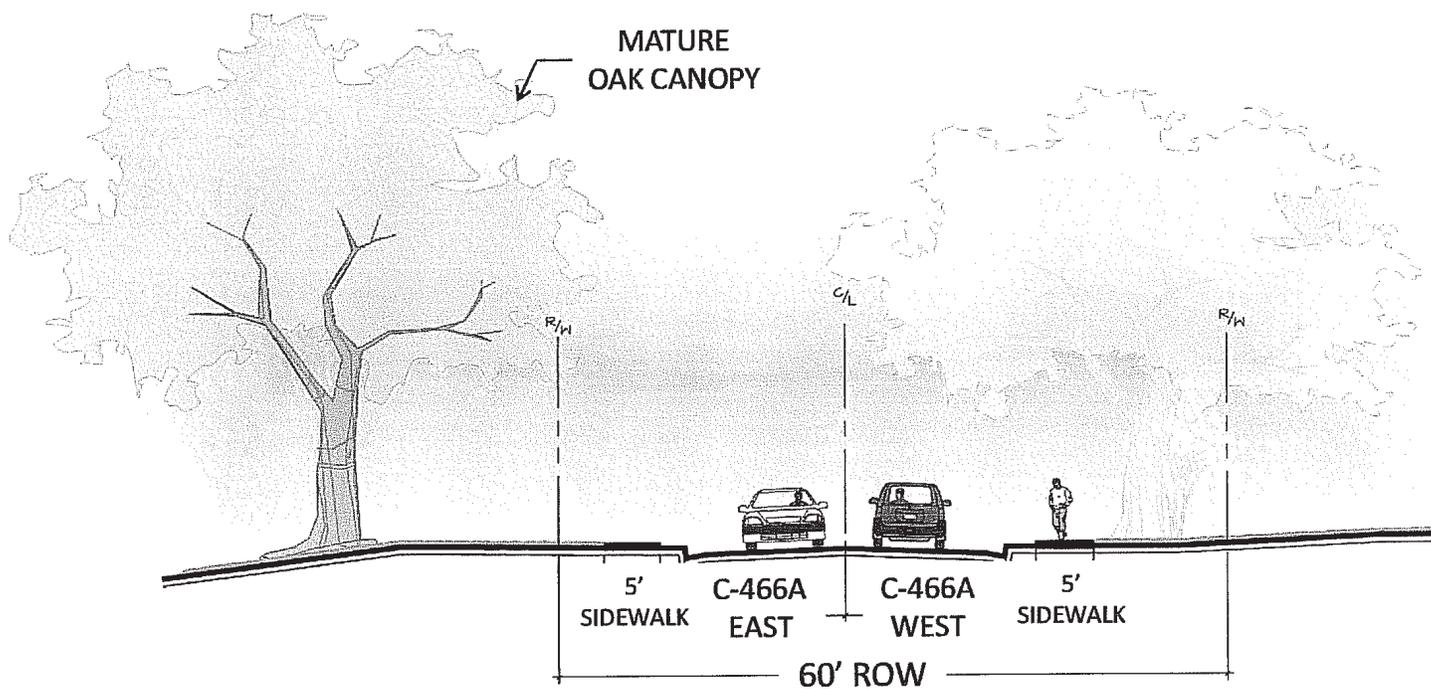


# Adjacent Roadway Improvements



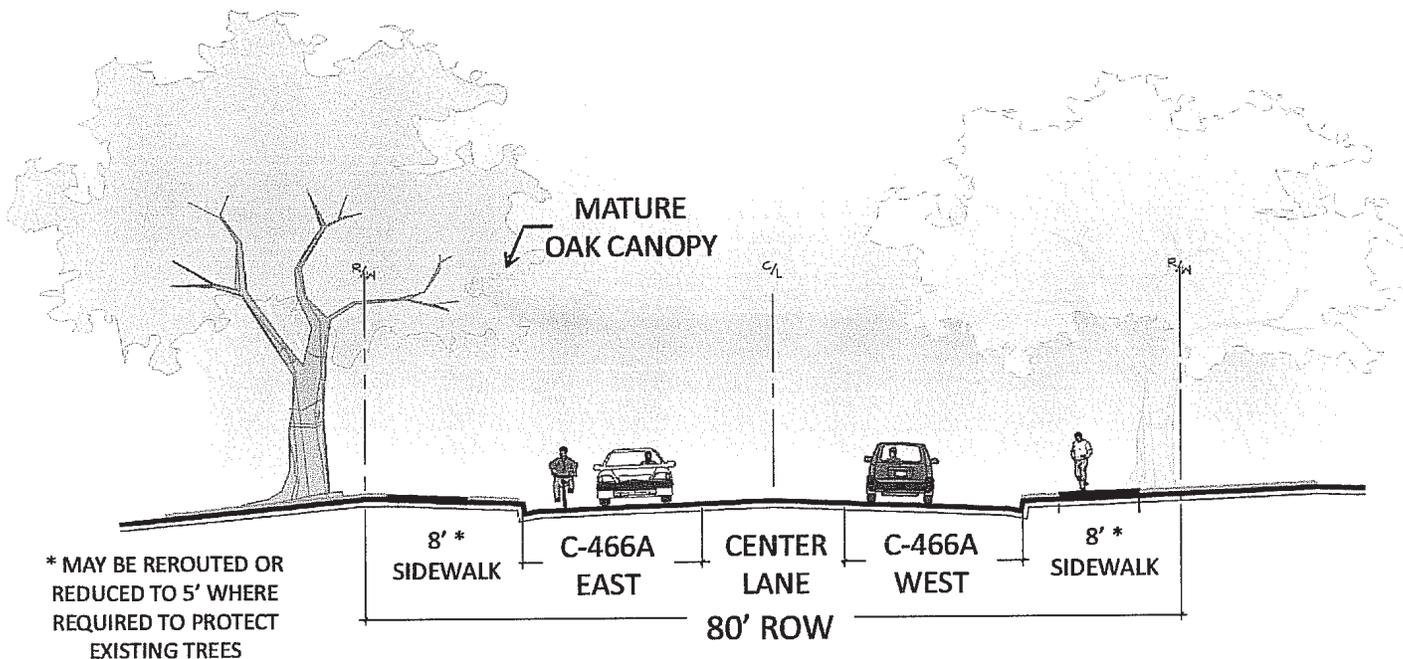


# Existing Roadway Section





# Proposed Roadway Section



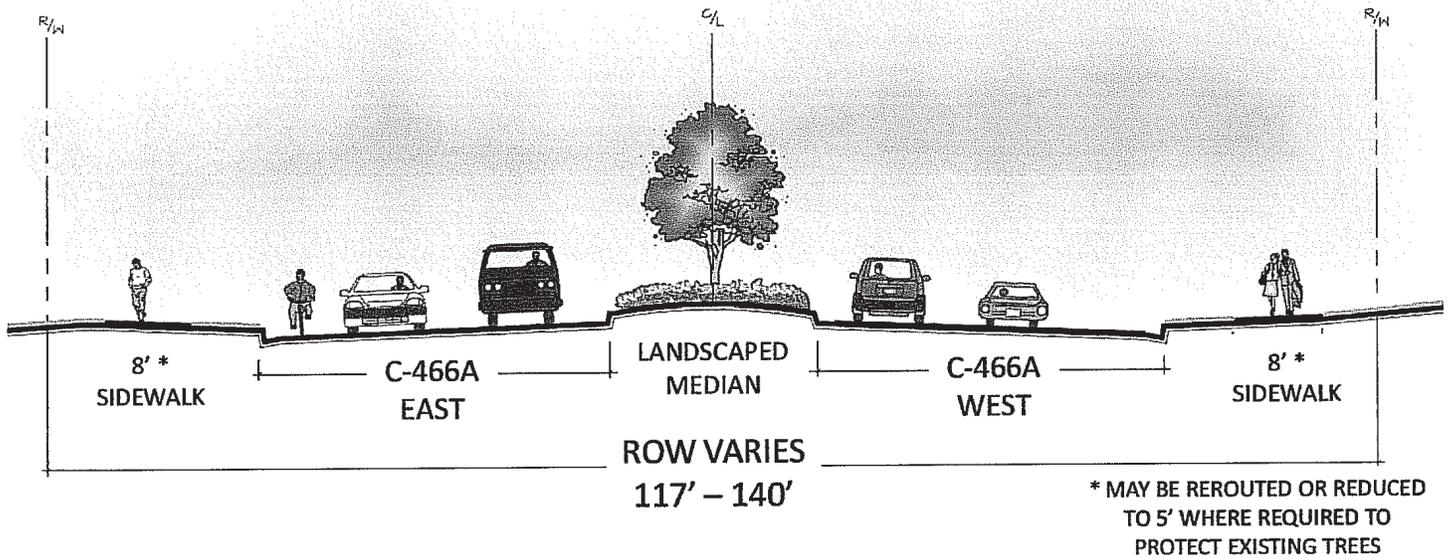
## US 301 to Pleasantdale Drive



# C-466A Widening

Between US 301 and Powell Road

## Proposed Roadway Section



## Pleasantdale Drive to Powell Road



## **C-466A Widening** Between US 301 and Powell Road

# **Benefits of Proposed Roadway Section**

- Left turn lanes provide additional capacity and safety
- Provides bicycle lanes
- Widens sidewalks
- Meets the needs of future travel demand
- Maintains access to most existing driveways



## Mature Oak Trees



- Healthy and Unhealthy (mostly from utility lines)
- All trees surveyed and assessed by arborist
- Significant Oak Trees will be preserved where possible

# PHYSICAL ASSESSMENT SURVEY REPORT OF THE HVAC SYSTEMS AND BUILDING ENVELOPE OF THE WILDWOOD CITY HALL

## BACKGROUND

- **WILDWOOD CITY HALL BUILDING:**
  - ◆ **TWO STORY – GROUP B (BUSINESS OCCUPANCY) – TYPE 5 (UNSPRINKLERED)**
  - ◆ **FIRST FLOOR - 9,165 SF    SECOND FLOOR - 3,838 SF    TOTAL – 13,003 SF**
  - ◆ **DESIGNED – 1997 -1999    CONSTRUCTED 1999 – 2000    OCCUPIED AUGUST 2000**
  - ◆ **HVAC SYSTEMS – 50 TON AIR COOLED CHILLER – 12 CONSTANT VOLUME FAN COIL UNITS – 9 FAN COIL UNITS INSTALLED ABOVE CEILING.**
  - ◆ **BUILDING HAS ALWAYS EXPERIENCED HIGH RELATIVE HUMIDITY AND TEMPERATURE CONTROL PROBLEMS**

## OBJECTIVES

- **SURVEY PHYSICAL CONDITION OF HVAC EQUIPMENT AND BUILDING ENVELOPE**
- **REVIEW ARCHITECTURAL AND ENGINEERED DRAWINGS**
- **REVIEW EXISTING BUILDING AUTOMATION SYSTEM**
- **REVIEW CHILLED WATER HVAC SYSTEM**
- **PERFORM DIAGNOSTIC MONITORING & TESTING**
- **DEVELOP SUMMARY REPORTS ON HVAC SYSTEMS AND BUILDING ENVELOPE**

## PROCEDURES

- **PLAN REVIEW**
- **SITE SURVEYS**
- **DIAGNOSTIC MONITORING & TESTING**
- **CARBON DIOXIDE SURVEY**
- **FUNCTIONAL TEST OF AUTOMATION CONTROLS**

## DISCUSSION – WHAT WE FOUND

- **BUILDING ENVELOPE & THERMAL ENVELOPE ISSUES**
- **COOLING SYSTEM ISSUES**
- **CONTROL SYSTEM ISSUES**
- **VENTILATION CONTROL ISSUES**
- **HEATING SYSTEM ISSUES**
- **MAINTAINABILITY ISSUES**

## RECOMMENDATIONS

|     |                                                                      |                         |
|-----|----------------------------------------------------------------------|-------------------------|
| 1.  | <b>CORRECT GAP AT WALL / ROOF CONNECTION – FIRST FLOOR</b>           | <b>\$45,400</b>         |
| 2.  | <b>PERFORM BUILDING PRESSURIZATION TESTING</b>                       | <b>\$7,500</b>          |
| 3.  | <b>IF DETERMINED TO BE NECESSARY IN 2 ABOVE - REPLACE ROOF</b>       | <b>** \$360,500</b>     |
| 4.  | <b>INSTALL FAN SPEED CONTROLS ON ALL FAN COIL UNITS</b>              | <b>\$41,600</b>         |
| 5.  | <b>RELOCATE AIR HANDLERS AH7, AH8 &amp; AH9 OUT OF CEILING</b>       | <b>\$58,810</b>         |
| 6.  | <b>RELOCATE AIR HANDLERS AH1, AH2, AH4 &amp; AH5 OUT OF CEILING</b>  | <b>\$104,800</b>        |
| 7.  | <b>INSTALL OUTSIDE AIR HANDLER FOR SECOND FLOOR AHUs</b>             | <b>\$20,000</b>         |
| 8.  | <b>REPLACE ELECTRIC HEATERS IN AIR HANDLERS AH3, AH10 &amp; AH12</b> | <b>\$10,230</b>         |
| 9.  | <b>IMPROVE INSTALLATION OF AIR HANDLER AH6</b>                       | <b>\$9,965</b>          |
| 10. | <b>IMPROVE INSTALLATION OF AIR HANDLER AH11</b>                      | <b>\$9,500</b>          |
| 11. | <b>IMPROVE CONTROL SYSTEM WITH ADDITIONAL DATA POINTS</b>            | <b>\$9,075</b>          |
| 12. | <b>ADD ZONE TEMPERATURE CONTROL – AH7 &amp; AH8</b>                  | <b>\$6,450</b>          |
| 13. | <b>ADD CO2 CONTROL OF VENTILATION IN COUNCIL CHAMBERS</b>            | <b>\$5,650</b>          |
| 14. | <b>REPLACE CHILLED WATER PIPING INSULATION</b>                       | <b>\$23,800</b>         |
| 15. | <b>REPAIR ROOF INSULATION ON FIRST &amp; SECOND FLOOR</b>            | <b><u>+\$91,400</u></b> |
|     | <b>TOTAL WITH NEW ROOF (IF DETERMINED TO BE NECESSARY)</b>           | <b>\$804,680</b>        |
|     | <b>TOTAL WITHOUT NEW ROOF (DETERMINED TO NOT BE NECESSARY)</b>       | <b>\$444,180</b>        |



April 12, 2011

Dear Commissioners:

Sumter County has not escaped the ripples of the most serious national economic downturn in more than three decades. Unemployment has fluctuated between 8.5% and 10.2% and the average individual wage has fallen from \$32,473 to just over \$29,000. Businesses throughout the country have continued to lay off employees and cut costs to build reserves and pay down debt. There has been little expansion even from financially capable companies because of the uncertainty of the future. This uncertainty has grown by the rapid increase of gasoline prices which may impact retail sales, employer confidence and overall employment.

The County has done well in comparison economically with other Florida counties primarily because of the growth engine of The Villages which continues to sell more than 200 homes per month in direct contrast to the worst national housing market in the past 40 years. The average family income of The Villages household is \$92,000 which also helps boost the general economic condition of the County as demonstrated by annual increases in retail sales of 172%.

Although the national, state and regional economic markets have depressed almost all current business expansion/relocation and produced record-setting numbers of home foreclosures and business failures, this difficult time has given Sumter County the opportunity to plan strategies to boldly act when the economy does ignite and to build network partnerships such as with FAMU, Workforce Central Florida and Enterprise Florida. Furthermore, Sumter County has now chosen to focus resources on two major industries: healthcare and agriculture, which are now being positioned for future growth and stability.

Looking forward, the action step is the creation and approval of the first major business outreach marketing plan. This advertising/public relations program will promote the business opportunity including the stable ad valorem tax rate, the highly ranked public and charter school systems, the transportation hub development, the low debt ratio and high financial ratings, the population and housing growth, the retail sales increases and the conservative, pro-business leadership.

The past 16 months have been soundly invested in preparing the fundamentals of information, communication and technical service on a local, regional and statewide basis to effectively and efficiently maximize future job and business growth. The successful completion of the contracted monthly milestones utilized this down economic period to position Sumter County to be ready to execute a robust and successful campaign for business expansion and new business recruitment.

Sincerely,

Rick Dodge  
e5solutions, President CEO

## **Annual Update – April 12, 2011**

### **Introduction:**

In June of 2010, the Sumter County Board of County Commissioners unanimously approved the Economic Strategic Development Plan. This plan is the result of input from surveys, individual conversations with businesses and residents, focus groups, more than 45 meetings with civic, social and governmental organizations coupled with analysis of national, statewide and regional economic conditions and competition. This document restates our mission and philosophy and reports progress on the strategic goals.

### **Our Mission:**

- Retain and assist Sumter County businesses, improve their success and encourage their expansion.
- Expand Sumter employment opportunities by attracting new, high-quality, diversified businesses that offer “living wage” jobs
- Energize the Sumter County business climate while preserving the county’s quality of life.
- Promote awareness of Sumter County as a desirable and convenient location for doing business.
- Provide timely and efficient support to Sumter County businesses, public organizations, civic and business associations and the educational system, with a “Team Sumter” spirit.
- Increase availability of a well-trained and productive workforce to assure a vital and diversified Sumter economy.
- Communicate Sumter County business and services information in all available ways

### **Our Philosophy:**

We support Sumter County’s entrepreneurial spirit.

We believe the Sumter County entrepreneurial spirit makes jobs for others, creates stability and wealth for our families, our communities and our country.

We celebrate the values of Sumter County’s entrepreneurial spirit, pursuing dreams, seizing opportunities and taking responsibility for our own destiny.

We build the strongest business climate through superior education and training, savvy outreach marketing and sensible recruitment of new and productive businesses. Thus, Sumter County entrepreneurs help themselves while also helping others.

We salute Sumter County entrepreneurs who mentor other aspiring individuals and give back to their community with their time, resources and support.

We believe that the ideas and experience stories of Sumter County entrepreneurs challenge others, enhance the community and offer examples of what can be accomplished when individuals work together to build countywide success.

## Our Strategic Goals:

### **Become a National Model for Healthcare Research/Service Delivery to Senior Adults**

- Directly assisted the Central Florida Health Alliance in creating new partnerships for education, research and testing with Florida Agricultural and Mechanical University, the University of South Florida and the just beginning development of a new partnership with the University of Central Florida.

### **Become an Agricultural Business and Research Cluster**

- Created partnership with Florida Agricultural and Mechanical University, which includes technical, support and research elements culminating in a joint plan to build collateral agricultural businesses complementary to the expansion of Central Beef.
- Assisted in the beginning stages of the creation and start-up of the countywide Agricultural Alliance which will, for the first time, unify all of the major agricultural sub-units throughout Sumter County. This major step will provide direct economic assistance to the 800 ranchers and farmers in the County.
- Helped to initiate, and are now serving on, the "Sumter Scenic Heritage Byway" committee.

### **Expand Existing Business**

- **Central Beef:** assisted the pre-construction activities to increase capacity by 25%. This partnership includes solving issues of zoning, water and sewer utilization, and financing (including the Industrial Development Authority approval of a \$10 million tax-free bond issue). This expansion will not only include additional employment of between 20 and 40 workers, but will also introduce Florida-based processing of "fat cattle". The addition of fat cattle processing within the state of Florida will have major economic impact on cattle ranchers throughout the state and specifically offer Sumter ranchers another viable product line.
- **Outokumpu:** assisted the flexibility of current production by the addition of a \$14 million mechanical press (scheduled for delivery and installation this quarter) that will add the production of 3 inch thickness stainless steel pipe to their international product line. Also provided technical/zoning information to their purchase of 33 additional acres for potential long-term expansion.
- **Sales Corp of Florida:** Coordinated technical assistance of an electrical engineer specializing in logic controlled machining equipment. Also coordinated resources for technical training services.
- Established relationships and brokered numerous meetings with SCORE, SBA, financial institutions, and potential investors, in order to provide technical assistance and advice to numerous local businesses.
- Received and responded to more than 225 local calls for assistance, information and resource identification by Sumter County businesses.

- Engaged with the following businesses in the course of promoting business growth and expansion:
  - The Villages
  - Central Florida Health Alliance
  - Central Beef
  - Colliers International
  - Agricultural Alliance
  - Lee Capital
  - Landstone
  - Medallion Homes
  - Oxford Land Company
  - United Agricultural Services
  - SECO
  - CSX
  - Webster Cattle Market
  - Pat the Plumber/Ugreen
  - ACMS
- Provided vital information to local businesses on State of Florida business incentive programs.

### **Recruit New Business**

- Created and implemented Sumter CEOs, a group of volunteer senior business leaders using their contacts throughout the country to assist in recruiting new businesses to the County.
- Served as executive committee member for regional outreach survey "Open for Business" which aims to identify and reduce any existing obstacles for business expansion or recruitment.
- Drafted first Sumter County Business Incentive Program.
- Assembled demographic and statistical data to create discreet packages of information for distribution, in effect standardizing the quality and branding of all materials requests.
- Conducted cooperative outreach programs with Sumter County Chamber of Commerce
- Developed and implemented a fully integrated database and CRM system to track and follow business leads.
- Adopted legal "privacy protection" policy for new business leads.
- Engaged on an ongoing basis with the following businesses and/or their representatives in the course of recruiting new businesses to the County:
  - Genesis Industries
  - Rhyno Energy
  - National Solar
  - Memco

- The Jackson Laboratory
  - Shapiro-Pertnoy
  - Tom and Jerry's Airboat Rides
  - Peninsula Composting
  - US Goat Meat Supply
- 
- Established professional relationships and identity with Enterprise Florida, the state agency for business recruitment and international trade.
  - Partnered with Ministerial Alliance to communicate directly with job providers and job seekers.

### **Build a Unified Tourism Strategy**

- Awarded tourism plan development contract and are currently in the fifth and final month of producing the first Sumter County Tourism Plan. This Plan contains input from industry stakeholders, the Sumter County Board of County Commissioners, the Tourist Development Council, a survey of stakeholders and a competitive analysis that integrates fully with the County's economic development plan.

### **Build and Brand a Regional Hub for Transportation**

- Met with CSX and several local industries to examine and update potential for multimodal site development.
- Marketing cooperatively with the City of Wildwood through the creation of the business brochure identifying them as the regional transportation hub.
- Serve as member of the Withlacoochee Regional Planning Council.

### **Incubators/Start Up Support**

- Examined with Superintendent of Schools the potential reuse of the Wildwood School as a site for medical education, adult education, advanced vocational training, post secondary education, small business education, agricultural education and small business incubation.
- Developed property packages for promoting the site and the concept to potential partners and investors.
- Negotiated and contracted for the first major 10 week business startup educational program "The Entrepreneurial Academy" conducted through Lake Sumter Community College to begin in Sumter County. June 14.
- Opened partnership discussions with FAMU to use an existing school facility for offering medical, business and entrepreneurial training/degrees.

## Marketing Outreach

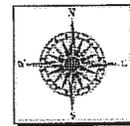
- Built the database of existing business contacts from 35 to 2155.
- Wrote, created and distributed a monthly newsletter (15 to-date).
- Wrote, created and distributed multiple business alerts (17 to-date).
- Wrote and distributed multiple business press releases, with follow-up discussions.
- Appeared on two statewide and three regional television shows showcasing the County.
- Added Sumter CEO Program logo/branding, instructional materials, promotional handouts, developed web presence including landing page, secure "member" directory and online referral submission form.
- Performed planning, development and promotion of Business Summit including newspaper ads, promotional flyers, banners/signage, web page and online registration form.
- Developed and promoted 2011 Sumter County Business Survey including branded email/alert, survey graphics, web page and the soon-to-be-released results report.
- Updated and enhanced website content on a monthly basis.
- Designed and developed "site seeker" website of available commercial properties in Sumter County and are currently in beta testing stage of adding manual property entry functionality.
- In last phase of the evaluation of cost/benefit of beginning regional radio show to enhance existing businesses, recruit new businesses and provide technical and educational assistance.
- Designed and produced "Smart, Shovel-Ready Bushnell Business Brochure"
- Designed and produced "Poised for Growth Wildwood Business brochure".
- Designed and implemented "Top 10" business reasons to relocate to Sumter County
- Designed and provided marketing materials on Sumter County to Enterprise Florida for their website, Progress Energy for their corporate newsletter, and other electronic and print outreach.
- Graduate, Leadership Sumter: Chamber of Commerce business education and leadership program.
- Participated in Enterprise Florida, regional and statewide conferences on business development, rural development strategies and trade opportunities.
- Presented strategic plan to community groups to promote business, the county and SCED.
- Submitted magazine story summaries on top 10 businesses for regional style magazine.
- Submitted business program information to Florida Trend and Tampa & Orlando Business Journals.

## Education

- Serve as board member and on several board committees of Workforce Central Florida, which is the primary state agency designed to prepare and place job seekers and to assist and support job providers.
- Serve as board member of the Business Resource Center of the Lake Sumter Community College which is the primary post-secondary students and business educational program.
- Serve as board member of the Sumter County School System Business Advisory Council.
- Implemented first instructional meeting from Enterprise Florida on "International Trade Opportunities"
- In process of conducting second Annual Business Summit scheduled for April 27.
- Initiated planning progress to offer post secondary medical and business training plus degree/certificate programs with FAMU.
- Partnered with WCF to begin mobile employer and employee training beginning May 5



2. a. REPORTS & PUBLIC INPUT (f.2.) FYI - Draft Re-apportionment of County Commissioner Districts



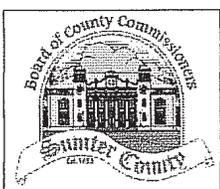
**Legend**

| Proposed District                  | Pop.          | %      |
|------------------------------------|---------------|--------|
| District 1                         | pop. = 17,399 | 17.71% |
| District 2                         | pop. = 19,004 | 19.71% |
| District 3                         | pop. = 18,736 | 19.28% |
| District 4                         | pop. = 19,583 | 20.41% |
| District 5                         | pop. = 19,211 | 20.03% |
| Ideal District Population = 18,884 |               |        |

Total Sumter Co. Population = 93,420\*

\* Based on FY 2010 U.S. Federal Census Statistics.

- Sumter Co. Roads
- Limited Access Highways (I-75 & Florida's Turnpike)
- U.S. & State Highways, and Major County Roads
- Local Roads
- Railroads



CITY OF JACKSONVILLE



CINDY A. LAQUIDARA  
GENERAL COUNSEL

KAREN M. CHASTAIN  
CHIEF DEPUTY GENERAL COUNSEL

MICHAEL J. ARINGTON  
DEBRA A. BRAGA  
WILLIAM B. BURKETT  
DERREL Q. CHATMON  
DAVID J. D'AGATA  
TWANB L. DUCKWORTH  
CRAIG D. FEISER  
LOREE L. FRENCH  
JASON R. GABRIEL  
JOHN F. GERMANY, JR.  
SEAN B. GRANAT  
LAWSKIA J. HODGES  
J. TIMOTHY HORKAN  
MARY W. JARRETT  
HOWARD M. MALTZ  
NEILL W. MCARTHUR, JR.  
JAMES R. MCCAIN, JR.  
CAROL MIRANDO  
MICHELLE M. MOORE

WENDY L. MUMMAW  
DOUGLASS E. MYERS, JR.  
KRISTINA G. NELSON  
GAYLE PEYRIE  
JON R. PHILLIPS  
STEPHEN J. POWELL  
DYLAN T. REINGOLD  
STEVEN E. ROHAN  
JULIANA ROWLAND  
CHERRY A. SHAW  
MARGARET M. SIDMAN  
JEFFREY D. SMITH  
EDWARD C. TANNEN  
JASON R. TEAL  
ADINA TEODORESCU  
DEBORAH G. WALTERS  
MICHAEL B. WEDNER  
GABY YOUNG

CITY HALL, ST. JAMES BUILDING  
117 WEST DUVAL STREET, SUITE 480  
JACKSONVILLE, FLORIDA 32202

MEMORANDUM

**To:** Council President John D. "Jack" Webb  
Rules Chairman E. Denise Lee  
W.C. Gentry, Chairman, DCSB

**From:** Cindy A. Laquidara, General Counsel

**Re:** Reapportionment Process and Legal Analysis for Council Members and School Board Members

**Date:** January 31, 2011

**I. Introduction.**

The decennial federal census has been completed and is due to be delivered. As you have requested legal guidance on the reapportionment process for City Council and Duval County School Board districts, I am providing this Memorandum to address the process for reapportioning those seats, and the key legal principles to be applied in that process.

**II. Reapportionment Process.**

A. Florida Constitutional and Charter Provisions. Under Art. VIII, §1(e), of the Florida Constitution, and Articles 5 and 13 of the Consolidated City of Jacksonville's Charter, following

the decennial census, the Council, acting in its capacity as the county commission, is required to redraw council district boundaries so as to evenly divide the population therein as closely as reasonably practicable. The goal is to provide each council district with the same number of constituents, to approximate one person one vote, a goal which is usually within a total of 5% of the actual number for any one council district. The United States Constitution requires that the states undergo this process to address congressional representation. While state law governing that process is somewhat different, the federal legal issues overlay all considerations. These legal issues are addressed following the discussion on process.

B. The General Process for the Council. As you know, the Council is comprised of fourteen district council members and five at-large council members with residency requirements. Article 5, section 5.02 of the Charter, entitled *Reapportionment of council districts and residence areas*, requires that the council shall apportion the fourteen council districts and five at-large residence areas within eight months of the publication of the official federal census data. That publication is set to occur on April 1, 2011, thus obligating the Council to reapportion these districts and residence areas on, or before, December 1, 2011.<sup>1</sup>

Jacksonville Municipal Ordinance Code (the "Code") Section 18.104, *Preparation of plan*, requires that the Reapportionment Committee, or Rules Committee as is designated here, submit a reapportionment plan to the Council within thirty days after the final census certification. This provision apparently anticipated that the states would receive early census data in January, and thus be able to begin the redistricting

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<sup>1</sup> If the Council is unable to reapportion the districts within this eight-month period, the General Council is to petition the circuit court to redistrict the Council. Charter, Article 5.02(a).

process and propose plans early. That is not the case this year, however, with no usable data being generated ahead of the final distribution date of April 1. Accordingly, the deadlines which must be met are those in the Charter and not those in the Code for the submission of the reapportionment plan. An outline of those key dates is included as Exhibit A.

The Rules Committee, having been designated by the Council President as the standing committee referenced under Art. 18.104 of the Charter for creating the Reapportionment Plan (the “Plan”), must take two preliminary actions: 1) determine whether to employ the Planning Department as the redistricting staff, or to hire outside consultants and 2) adopt a schedule for the preparation and submission of the Plan to Council. These two items should be addressed before the final census data is published on April 1, 2011.

Jacksonville Municipal Ordinance Code (“JMOC”) Constraints. Under the JMOC§18.101(b) and (c), the Council has several considerations that must be incorporated in the reapportionment of districts. Specifically, the JMOC provides as follows:

\* \* \*

In making this reapportionment, the Council is obligated to insure that all districts are as nearly equal in population and are arranged in as logical and compact a geographical pattern as it is possible to achieve and to insure that all federal and state constitutions, laws and requirements are complied with;

While the Council districts are based upon population with respect to their size, the geographical arrangement and territorial boundaries of the districts must take into consideration other factors, particularly compactness and contiguity, so that the people of the city, and their varied

economic, social and ethnic interests and objectives, are adequately represented in the Council . . . .

\* \* \*

*JMOC 18.101 (b) and (c).* No further directions on the substantive issues affecting the reapportionment are addressed in either the JMOC or the Charter. Once there is a recommended reapportionment plan (“the Plan”), the Rules Committee must meet at least three times and include public hearings at each meeting, at differing locations in the City. JMOC §18.107. Prior to the development of the Plan, the Rules Committee holds those meetings that it deems necessary. A copy of JMOC Chapter 18 is attached as Exhibit B to this Memorandum.

Once the Council has adopted a reapportionment plan, the new boundaries are implemented by the Council at the next general consolidated government election to be held more than nine months after the reapportionment. Charter art. 5.02. The DCSB, however, implements the changed districts at the next Duval County School Board election. Charter Art. 13.02. Copies of Articles 5.02 and 13.02 are attached as Exhibits C and D respectively.

State Law Constraints. Under Florida law, counties must draw districts contiguously with as equal population as practicable. Art. VIII §1(e), Fla. Const. No direction is given that the districts must be compact, however, and thus, counties are under no state direction to have compact districts. Over time, case law has defined typical allowable redistricting considerations to include the following:

- major physical boundaries, such as a bridges;
- political subdivision boundaries;
- schools;

- notable major structures;
- existing incumbencies, as they represent communities of interest;
- political affiliation.<sup>2</sup>

Issues that cannot be the predominant reason for drawing district lines:

- race – while reapportionment authorities must be cognizant of the racial composition of a block of residents, district lines must not be drawn so as to dilute or enhance the vote of a racial minority. The deft interplay of the Voting Rights Act and the Equal Protection Clause required to be considered by the Council is addressed in the Legal Analysis Section of this Memorandum.
- sex.
- economic status (Florida constitutional analysis only).

The Rules Committee must meet to review the census data and apply the above factors to redraw district lines as necessary.

C. Information Available from the Supervisor of Elections.<sup>3</sup> The following voter data tracks the requirements for Section 5 of the Voting Rights Act, 28 C.F.R. 51.28 (2005) (“VRA”) and would be needed to defend a VRA challenge under Section 2 of the VRA.<sup>4</sup> This information ranges from helpful to necessary in redrawing district

<sup>2</sup> Recent Florida constitutional amendments amending these considerations for state and congressional redistricting by expressly prohibiting certain considerations are inapplicable to county reapportionment. See art. III Sections 20 and 21, requiring that districts be drawn as contiguously and compactly as possible, without regard to race, language, or political affiliation, while adhering to state and federal laws.

<sup>3</sup> Almost all of this information regard the SOE has been gathered from the presentation prepared by John Guthrie, Staff Director, Florida Senate Reapportionment Committee, [Guthrie.john@flsenate.gov](mailto:Guthrie.john@flsenate.gov) in his excellent presentation to the Supervisors of Elections Conference in January, 2011.

<sup>4</sup> While the consolidated city of Jacksonville is not a reporting entity under Section 5, the State of Florida as a whole is required to obtain this data, and hence the SOE gathers and transmits this data to the State. In addition, Section 2 of the VRA does apply to Jacksonville.

boundaries. In general, the Supervisor of Elections (“SOE”) can gather the following information:

1. Analysis of voting patterns, which would be necessary to defeat a Voting Rights challenge and would be helpful in avoiding one; the SOE can identify each candidate by name, position, and race if known, for the past 4 years<sup>5</sup>.
2. Identification, by voting precinct, of the number of registered voters, by race;
3. Identification, by voting precinct, of the number of votes for each candidate.
4. Identification, by voting precinct, of the following, using the unique voter identification number assigned by the state:
  - a. all non-exempt information supplied by the voter pursuant to Fla. Stat. 97.052(2);
  - b. date of registration for each qualified voter;
  - c. the current precinct for each qualified voter;
  - d. each qualified voter’s current state representative district, state senatorial district, and congressional district, according to the Supervisor of Elections;
  - e. voting history for each qualified voter, including, among other things, whether the voter voted in the precinct or by absentee ballot, or voted provisionally, and whether the vote counted;

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<sup>5</sup> The present SOE has kept all such data retrievable; the status of records before he began to serve is unclear. Data for the past 10 years is most helpful.

5. Geographic data regarding community of interest and compactness:
  - a. actual maps showing roads, streams, railway lines, and other major features, along with the geographical boundaries of each precinct, and additional data;
  - b. or, in lieu of a map, if the precincts are comprised of census blocks, a listing of the blocks in each precinct.<sup>6</sup>

The above are requirements presently being fulfilled by the SOE to the state, and therefore this information could be used by the City Council in reapportioning their seats and defending a VRA or equal protection challenge, as is discussed, *infra*, in the Legal Analysis section of this Memorandum.

### III. Legal Analysis.

#### a) Background.

The legal issues arising out of congressional redistricting have resulted in numerous United States Supreme Court decisions. Under the federal process, a challenge to a state's congressional redistricting plan is filed in federal court, and heard by a unique, 3-judge panel, comprised of two district court (trial level) and one circuit court (appellate level) judges. 28 U.S.C. § 2284(a). Appeals from this three-judge panel are made directly to the Supreme Court. As such, there are a series of decisions that have been reached on each of the key issues, although such holdings tend to be modified with more regularity than in other areas of the law, given the absence of intervening appellate

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<sup>6</sup> It should be noted that Precincts shall consist of areas bounded on all sides by: census block boundaries; governmental unit boundaries from the census bureau; visible features readily distinguishable on the ground and present in current official maps; boundaries of public parks, public school grounds, or churches; or boundaries of counties, and other political subdivisions. §101.001, Fla. Stat.

decisions to hone the legal analysis. The present seminal decisions will be discussed below in detail.

**b) The Application of Equal Protection Principles.**

There are various issues that arise under the Equal Protection Clause of the United States Constitution. We begin by noting that these principles have been applied to local governments since 1968, *Avery v. Midland County*, 390 U.S. 474 (1968) (the districts on appeal ranged from a population of 67,000 to a population of less than 1,000), with the bedrock principle being the requirement that reapportionment provide for equally populated<sup>7</sup> districts to the extent possible. Thus, generally, the City is obligated to provide numerically equal representation to its residents under the Equal Protection Clause and is free, within that initial constraint, to draw boundaries. What may today seem self-evident, however, must nevertheless be stated: intentionally dividing districts on the basis of race, known as racial gerrymandering, is also prohibited by the Equal Protection Clause of the Fourteenth Amendment, and can be proven in court by Plaintiffs by imputation. *Shaw v. Reno*, 509 U.S. 630, 649, 113 S.Ct. 2816 (1993) (*Shaw I*) (applying strict scrutiny analysis in holding that a claim may be proven by demonstrating the absence of any rational explanation for the district configuration other than race; see Voting Rights Act discussion, *infra*.)

In *Shaw I*, the three judge panel heard a claim by white plaintiffs that a congressional district in North Carolina was so irregularly drawn as to leave one with the conclusion that it was drawn on the basis of race. In this case, North Carolina had originally drawn one majority-black district and had added a second following a VRA

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<sup>7</sup> Population may be analyzed using either total population figures or voting age population figures. *Chen v. City of Houston*, 532 U.S. 1046 (2001).

objection by the United States Justice Department; thus it was undisputed in the record as it appeared before the Supreme Court that race was likely the predominant reason for drawing the majority-black second district. The Supreme Court made it clear that whenever it appears that race is the predominant reason for district boundaries, the courts must apply the strict scrutiny analysis, and may uphold a determination based on race only if the state agency demonstrated a compelling reason for using race, and narrowly tailored its remedy. *Id.* at 2826-2827. After noting that the present lawsuit arose out of a complaint alleging racial gerrymandering, and not political gerrymandering, the Supreme Court remanded the case back to the three-judge district court panel to make specific findings of fact under the strict-scrutiny standard. *Id.* at 2832.

In *Shaw v. Hunt*, 116 S.Ct. 1894 (1996) (*Shaw II*), the District Court addressed the claims raised in *Shaw I*, and concluded that, although North Carolina's redistricting plan classified voters by race, the classification survived strict scrutiny because it was narrowly tailored to further the State's compelling interests in complying with sections 2 and 5 of the VRA.

The Supreme Court reversed, finding that the plan did not survive strict scrutiny. Considering the three interests argued by the State, the Supreme Court held that: (1) an interest in remedying the effects of past or present racial discrimination could justify the State's use of racial classifications, but not when there was no evidence that such discrimination was considered at the time the plan was drafted, *Id.* at 1902-1903; (2) an interest in complying with § 5 of the VRA did not justify the redistricting plan, since the creation of a second majority-black district was not required under a correct reading of the statute, *Id.* at 1903-1904; and (3) assuming that compliance with § 2 of the VRA

could be a compelling interest, the creation of the second majority-black district was not narrowly tailored to further that interest, where the district was not “geographically compact” and had not been created in the area where the Justice Department had identified a possible compact and cohesive minority population, *Id.* at 1905-1907. As the Court noted, the right to an undiluted vote belongs to the individual, not to the minority as a group, and the vote-dilution suffered by individuals in a particular area is not remedied by creating a majority-black district somewhere else within the State. *Id.* at 1906.

*Shaw I*'s holding that districts drawn on the basis of race could violate the Equal Protection Clause unless the application of strict scrutiny demonstrated that the redistricting authority's action had been narrowly tailored to address a compelling state interest was applied in 1995 by the Supreme Court to strike a black voting district in Georgia, on a factual record demonstrating that race was the predominant reason for the district boundaries. *Miller v. Johnson*, 515 U.S. 900 (1995) (suit brought by white voters alleging equal protection violation by creation of a minority district). Following *Shaw II* however, the Court was careful to recognize that party affiliation may closely approximate minority status, and that districts drawn to favor party affiliation would not undergo strict scrutiny analysis. *Hunt v. Cromartie*, 526 U.S. 541, 547 (1999) (*Cromartie I*) (race must be the predominant factor motivating the legislature's districting decision; upholding a district that was majority black of an irregular shape, where party affiliation had a 95% correlation with race).

c) **The Relationship between the Equal Protection Clause and the VRA**

Thus, an equal protection analysis of minority districts requires, as does that of majority districts, an analysis of the predominant motive in the creation of the boundaries. As discussed earlier, section 2 of the VRA requires an analysis of district changes that may have the effect of diluting the strength of minority voters. It had been argued that the need to prevent minority voting power dilution was a requirement in and of itself, and that intentionally creating a district on the basis of race may be justified under the Equal Protection Clause by demonstrating that such action was taken to comply with the VRA. In rejecting this argument in *Shaw I*, supra, the Court confirmed its earlier interpretation that section 2 of the VRA is violated if black and white voters are impeded such as to cause an inequality in the ability to elect their preferred candidates. In making this determination, the Court has repeatedly held that such a violation is proven by demonstrating that the minority voters' rights had been diluted, impairing their right to vote as compared to majority voters, under the totality of the circumstances, which includes, but is not limited to, the following: 1) a sufficiently large compact district; 2) that the minority group is politically cohesive; and that 3) the white electorate votes as a block to prevent the minority group from electing their candidate of choice. *Thornburg v. Gingles*, 478 U.S. 30 (1986); *Shaw I*; *Reno v. Bossier Parish School Board*, 528 U.S. 320 (2000). (*Bossier II*). In *Reno v. Bossier Parish Sch. Bd.*, 120 S.Ct. 866 (2000) (*Bossier II*), the Supreme Court considered whether § 5 of the VRA prohibited redistricting plans that had a discriminatory, but non-retrogressive, purpose. The Court held that, in order to obtain preclearance under § 5, the redistricting authority had to show it had neither the purpose, nor the effect, of denying or abridging the right to vote on the basis of race or

color. *Id.* at 871. A plan enacted with the purpose of discriminating against a minority, but without a retrogressive effect, could not be denied preclearance. *Id.* at 871-78. As the Court observed, the purpose of §5 was to avoid backsliding, and the sole consequence of failing to obtain preclearance was the preservation of the status quo, regardless of how discriminatory it may be. *Id.* at 875. In this context, it would be counterintuitive to reject a redistricting plan that may ameliorate the existing discrimination while still having a discriminatory purpose. *Id.* at 875-76. However, the Court also pointed out that the issue under consideration was preclearance pursuant to § 5, not the constitutionality of the redistricting plan. *Id.* at 877.

Therefore, for redistricting purposes, the Council's redistricting plan will not violate the VRA if any one of the three components identified in *Thornburg v. Gingles* and listed above is absent, regardless of the impact on minorities. Further, so long as discriminatory intent is absent, and the one person/one vote principle is met as nearly as is reasonably practicable, the Council's newly-drawn districts will not be violative of the Equal Protection clause.

**d) Total Population as compared with Voting Age Population or Citizen Voting Age Population.**

The United States Supreme Court has not definitively ruled on whether legislatures may use either total population or voting age population. See the dissent by Justice Thomas to the denial of certiorari in *Chen v. City of Houston*, 532 U.S. 1046, 121 S. Ct. 2020, 2021 (2001) (stating he would grant certiorari on the question of the proper measure of population to obtain equal distribution, and noting that a plan had less than 10% deviation under population, but a 20% to 32.5% deviation under citizen voting age population).

It is recommended that the Council work closely with the Planning Department to understand the differences in these measures, but that so long as the intent to discriminate on the basis of race is absent, it is unlikely that a District Court would overturn a Council selection within the 10% relative deviation range from council district to council district.<sup>8</sup> It has been held that this 10% relative deviation (meaning a combination of deviations from the actual numerical equality number no greater than 10% for any two districts) is acceptable for state legislative districts, and hence, by implication, for local districts, but that greater deviations must be justified. *Voinovich v. Quilter*, 507 U.S. 146 (1993). This justification will have to be demonstrated using the traditional neutral redistricting principles discussed below.

e) **Political Gerrymandering.**

Presently, the Supreme Court has determined that political gerrymandering is justiciable, meaning that there is a point at which political gerrymandering could violate the Constitution. The Supreme Court has not, however, agreed on the standard of review to be applied to such questions. See *Easley v. Cromartie*, 532 U.S. 234 (2001) (*Cromartie II*) (declining to invalidate a district after holding that the gerrymandering was not racially based and instead was merely political); *Vieth v. Jubelirer*, 541 U.S. 267 (2004) (plurality; political gerrymandering in and of itself is not justiciable, retreating from *Baker v. Carr*, 369 U.S. 186 (1962) (landmark case holding redistricting issues are not non-justiciable, political, questions)).

Thus, whether a voter may challenge political gerrymandering under the Equal Protection Clause is currently unsettled, and reflects the odd, lurching, nature of the

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<sup>8</sup> This analysis is equally applicable to Duval County School Board districts, as such districts are comprised of two council districts.

Supreme Court's opinions on redistricting. It is therefore advisable to constantly consider the overriding principle of one person, one vote; to consider race to avoid vote dilution; and to consider party affiliation in the context of standard, redistricting criteria such as maintaining community of interests, respecting political subdivisions, preservation of cores of prior districts, and protection of incumbents. See *Cromartie II*, 532 U.S. 234 (2001).

**f) Additional Resources**

For additional legal resources, please see *Redistricting Litigation: An Overview of Legal, Statistical, and Case-Management Issues* (The American Law Institute, 2002) and *November 2009 National Conference of State Legislatures, Redistricting Law 2010*, [www.ncsl.org](http://www.ncsl.org).

**IV. Conclusion.**

The process for having the Rules Committee begin the reapportionment plan for submission to Council begins with the selection of either the Planning Director or a consultant to gather data, largely from the Supervisor of Elections and the Planning and Development Department. The Committees direction is largely to divide the fourteen council member districts and the five at-large residency requirement districts as evenly as possible in either total population or voting age population. These districts should respect natural and significant man-made boundaries, including political subdivisions wherever reasonably practicable, and should be aware of changes in majority-minority voting districts to ensure compliance with Equal Protection principles and with Section 2 of the VRA. Legal counsel should be present during the process to assist in the application of

the pertinent legal principles in order to avoid litigation and ensure compliance with applicable laws.

I trust that this Memorandum is of some assistance to you, and look forward to working with you on these matters.

CAL/

## EXHIBIT A TO REAPPORTIONMENT MEMORANDUM DATED 1/31/2011

Timeline (assumes Census results are certified March 31, 2011)<sup>1</sup>

- Reapportionment consultant (City department or private entity) uses preliminary Census data and instructions from the Reapportionment Committee to prepare and refine several draft redistricting plans in January-March 2011.
- When Census is certified, consultant perfects one of the draft plans to the Reapportionment Committee's specifications using final Census data.
- Reapportionment Committee shall submit a plan to City Council within 30 days of Census certification – assuming March 31 certification, deadline is Saturday, April 30 (practical deadline would be Friday, April 29).
- Redistricting plan must be introduced at the next Council meeting after Reapportionment Committee adopts a recommended plan. Assuming Rules Committee adopts a plan at a special meeting the last week of April immediately prior to the 30 day deadline, Council introduction would occur on May 10, second reading on May 24.
- Rules Committee must hold at least 3 public hearings to be completed no more than 45 days after plan is referred to Rules – if bill is introduced and referred at Council meeting of May 10, then Rules public hearings must be complete by Friday, June 24.
- As soon as practicable, but not less than 15 days after the Rules public hearings are completed, Rules Committee shall report the redistricting ordinance to the City Council – next City Council meeting at least 15 days beyond June 24 is July 26 (following Council summer break).
- Assuming March 31 Census certification, City Charter deadline for plan adoption is December 1, 2011.
- if the deadline is not met the General Counsel is to take the necessary action to compel the circuit court to draw the districts.

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<sup>1</sup> This chart was prepared by Jeff Clements, Chief of Council Research

## EXHIBIT B TO REAPPORTIONMENT MEMORANDUM DATED 1/31/2011

**Jacksonville, Florida. Code of Ordinances >> TITLE II - LEGISLATIVE BRANCH >> Chapter 18 - REAPPORTIONMENT OF COUNCIL AND SCHOOL BOARD DISTRICTS >>****Chapter 18 - REAPPORTIONMENT OF COUNCIL AND SCHOOL BOARD DISTRICTS** <sup>[27]</sup>

Sec. 18.101. - Legislative findings.

Sec. 18.102. - Definitions.

Sec. 18.103. - Reserved.

Sec. 18.104. - Preparation of plan.

Sec. 18.105. - Reserved.

Sec. 18.106. - Transmission of plan to Council; report.

Sec. 18.107. - Reference to Rules Committee; public hearings; report.

Sec. 18.108. - Enactment of ordinance; effective date of reapportioned districts.

Sec. 18.109. - Reapportionment by Circuit Court.

Sec. 18.110. - Effect on School Board districts.

Sec. 18.111. - Effect on appointive offices.

**Sec. 18.101. - Legislative findings.**

The Council finds and determines as follows:

(a)

Charter sections 5.02 and 11.03 impose upon the Council the duty and responsibility of reapportioning the Council districts and the School Board districts;

(b)

In making this reapportionment, the Council is obligated to insure that all districts are as nearly equal in population and are arranged in as logical and compact a geographical pattern as it is possible to achieve and to insure that all federal and state constitutions, laws and requirements are complied with;

(c)

While the Council districts are based upon population with respect to their size, the geographical arrangement and territorial boundaries of the districts must take into consideration other factors, particularly compactness and contiguity, so that the people of the city, and their varied economic, social and ethnic interests and objectives, are adequately represented in the Council; and

(d)

This chapter is enacted in order to set forth legislative policy, to provide for appropriate public input, and to provide for an adequate review of the reapportionment plan before it is enacted into law.

(Ord. 81-827-390, § 1; Ord. 83-591-400, § 1; Ord. 90-765-354, § 1)

Note—Former § 4.101.

**Sec. 18.102. - Definitions.**

In this chapter, unless the context indicates otherwise:

(a)

*Census* means the official decennial census master enumeration district list published by the Bureau of the Census and containing the population figures for the city.

(b)

*Department* means the Planning and Development Department.

(c)

*Director* means the Director of Planning and Development.

(d)

*District* means one of the fourteen Council districts into which the General Services District is required to be divided by section 13.03 of the Charter.

(e)

*Plan* means a plan or scheme for the reapportionment of Council districts, which shall also be a reapportionment of School Board districts by operation of section 13.03 of the Charter.

(f)

*Reapportionment Committee* means the committee of the Council appointed by the President to study reapportionment and draft a reapportionment plan; such committee may be a special committee or a standing committee designated as the Reapportionment Committee; such committee's duties will terminate with the submission of a proposed plan to the Council.

(g)

*Reapportionment Consultant or Consultant* means the Department or a person, partnership, corporation or entity requested or hired by the Council to assist the Council in drafting a reapportionment plan.

(Ord. 81-827-390, § 1; Ord. 83-591-400, § 1; Ord. 90-765-354, § 2)

Note—Former § 4.102.

### Sec. 18.103. - Reserved.

Editor's note— The provisions of former § 18.103, relative to time for reapportionment, were deleted as part of the Super Supplement to the Code. Former § 18.103 derived from Ord. 81-827-390, § 1; and Ord. 83-591-400, § 1.

Note—Former § 4.103.

### Sec. 18.104. - Preparation of plan.

Whenever the Council President deems appropriate, but no more than six months after the official date for the taking of the decennial census, the President shall appoint a special committee or designate a standing committee to serve as a Reapportionment Committee. The Reapportionment Committee shall investigate possible persons or entities, including the Planning Department, qualified to serve as a Reapportionment Consultant. If it deems appropriate, the Reapportionment Committee shall send out a request for proposals. After it has completed its investigation, the Reapportionment Consultant shall present to the Council the names of the persons or entities recommended to be chosen as the Reapportionment Consultant. Such selection shall be based on professional qualifications and experience in reapportionment. Unless the Department is chosen, the hiring of a Reapportionment Consultant shall follow the Purchasing Code, except that the final choice of the Reapportionment Consultant shall be made by the Council. In addition, the Reapportionment Committee shall adopt a schedule for preparation of a plan to be submitted to the Council. Within thirty days after U.S. Bureau of the Census certification of the final population count for the city, the Reapportionment Committee will submit to the Council a final proposed plan pursuant to section 18.106. The Reapportionment Committee shall have available all alternative plans considered but not recommended. If the Department is not requested to be the Reapportionment Consultant, the Department shall advise the Council and the Reapportionment Committee with regard to any matter the Council deems advisable.

(Ord. 81-827-390, § 1; Ord. 83-591-400, § 1; Ord. 90-765-354, § 3)

Note—Former § 4.104.

### Sec. 18.105. - Reserved.

Editor's note— Former § 18.105 which pertained to guidelines and derived from § 1 of Ord. 81-827-390 and § 1 of Ord. 83-591-400, was repealed by § 4 of Ord. 90-765-354.

### Sec. 18.106. - Transmission of plan to Council; report.

The plan shall be in the form of an ordinance, introduced by the Reapportionment Committee, amending Appendix 1 of the Charter to substitute for the then-existing district boundaries, the proposed district boundaries. The plan shall be accompanied by a report containing the following information:

(a)

A map of the General Services District showing both the existing district boundaries and the proposed district boundaries;

(b)

A table indicating the population of each proposed district and the variations of each such population from the population average for all the districts, with an explanation of the variation in each district;

(c)

A statement of the methodology used in arriving at the particular plan recommended by the Reapportionment Committee;

(d)

An appendix of any other reapportionment plans considered or created by the Reapportionment Committee in the process of creating the recommended plan, with the reasons for rejection of each such reapportionment plan; and

(e)

Comments and recommendations deemed necessary or advisable by the Reapportionment Committee to explain or illustrate the plan.

(Ord. 81-827-390, § 1; Ord. 83-591-400, § 1; Ord. 90-765-354, § 4)

Note—Former § 4.106.

**Sec. 18.107. - Reference to Rules Committee; public hearings; report.**

(a)

As soon as the plan is received by the Council Secretary, it shall be referred to the Rules Committee. The ordinance amending the Charter shall be introduced at the next regular Council meeting following its reception by the Council Secretary, but the Rules Committee may begin consideration of the ordinance as soon as it is referred. It shall not be in order at any time to move for the enactment of the ordinance as an emergency measure. It shall not be in order to move for withdrawal of the ordinance from the Rules Committee, less than sixty days after the ordinance has been referred to the Rules Committee. The ordinance shall be a priority item of business of the Rules Committee, and the Rules Committee shall consider and report the ordinance with all deliberate speed. The Reapportionment Consultant shall provide all necessary information and support to the Rules Committee, and the Director shall advise the Rules Committee during its deliberations or provide it with knowledgeable staff personnel.

(b)

The Rules Committee shall hold not less than three public hearings, at three separate places in the city, on the ordinance and the plan. The public hearings shall be advertised and held in accordance with the Council rules, and they shall be held after five p.m. and on any day except Sunday. Copies of the ordinance, the plan and the report of the Reapportionment Consultant shall be made available to the public upon request and shall be available at the places where the public hearings are held. Written comments or views submitted by members of the public shall be made a part of the official record of the proceedings. The Rules Committee shall consider the testimony heard and evidence received at the public hearings, but it shall not be bound by them nor confined in its deliberations to them. These public hearings shall be completed not later than forty-five days after the ordinance is referred to the Rules Committee.

(c)

As soon as practicable, but not less than fifteen days, after the public hearings have been completed, the Rules Committee shall report the ordinance to the Council. If the Council adopts amendments to the ordinance which substantially change the boundary lines of the proposed districts, the ordinance shall be recommitted to the Rules Committee and it shall hold additional public hearings to receive the comments and views of those persons who are or would be affected by the amendments. All such additional public hearings shall be completed not later than seventy-five days after the ordinance was originally referred to the Rules Committee, and the Rules Committee shall report the ordinance as amended as soon as practicable after the additional public hearings are completed.

(Ord. 81-827-390, § 1; Ord. 83-591-400, § 1; Ord. 90-765-354, § 4)

Note—Former § 4.107.

**Sec. 18.108. - Enactment of ordinance; effective date of reapportioned districts.**

The ordinance amending Appendix 1 of the Charter shall be enacted by the Council according to its rules, except as provided in section 18.107. The ordinance shall become effective at the time therein stated, but the reapportioned districts shall not become effective for the purpose of electing members of the Council until the next general consolidated Government election which occurs at least nine months after the enactment of the ordinance.

(Ord. 81-827-390, § 1; Ord. 83-591-400, § 1; Ord. 90-765-354, § 4)

Note—Former § 4.108.

**Sec. 18.109. - Reapportionment by Circuit Court.**

If the Council has not enacted a plan which is approved by the Mayor or becomes effective without the Mayor's signature within six months after the official publication of the census, the Council Secretary shall certify this fact to the General Counsel. The General Counsel shall forthwith petition the Circuit Court for the Fourth Judicial Circuit to make the reapportionment required by the Charter and this chapter. An order of the Circuit Court making the reapportionment shall be considered the same as an ordinance amending Appendix 1 of the Charter, and shall be given the same effect under this chapter. The reapportionment order shall be included in the printed Charter in the same manner as an ordinance amending Appendix 1 thereof.

(Ord. 81-827-390, § 1; Ord. 83-591-400, § 1)

Editor's note— Ord. 82-490-191, § 1 permitted approval of the 1980 reapportionment plan not later than June 22, 1982,

notwithstanding that this date extended beyond the period allowed by this section.

Note—Former § 4.109.

**Sec. 18.110. - Effect on School Board districts.**

The reapportionment of the fourteen Council districts shall automatically reapportion the School Board districts, as provided in section 13.02 of the Charter. The description of the School Board districts contained in Appendix 2 of the Charter shall determine the Council districts comprising each School Board district. The Council may, by ordinance, amend Appendix 2 of the Charter, to change the Council districts comprising each School Board district, subject to the requirements of section 13.02 of the Charter, which shall also be considered a reapportionment. Any reapportionment of School Board districts shall not affect any term of office in existence at the time the reapportionment becomes effective, but shall be applicable at the next School Board election which occurs at least nine months after the reapportionment.

(Ord. 81-827-390, § 1; Ord. 83-591-400, § 1; Ord. 90-765-354, § 4)

Note—Former § 4.110.

**Sec. 18.111. - Effect on appointive offices.**

A change in the division of the city into districts shall not vacate or otherwise affect the office of any member of an appointed board, commission or independent agency who is serving at the time the reapportionment becomes official and who was appointed by reference to a district as it existed at the time such member was appointed. A member shall continue to represent the district in which he resided at the time of his appointment until the expiration of his term or until he resigns from the board, commission or independent agency, notwithstanding that, as a result of the reapportionment, the member no longer resides in the district from which he was appointed.

(Ord. 81-827-390, § 1; Ord. 83-591-400, § 1)

Note—Former § 4.111.

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**FOOTNOTE(S):**

<sup>(27)</sup> Charter reference— Reapportionment of council districts, § 5.02; school board districts, § 13.02; apportionment of school board districts, § 13.03. (Back)

## EXHIBIT C TO REAPPORTIONMENT MEMORANDUM DATED 1/31/2011

**Section 5.02. - Reapportionment of council districts and residence areas.**

(a)

Within 8 months after publication of each official federal census of the City of Jacksonville (Duval County), the council shall apportion the 14 council districts and 5 at-large residence areas so that all districts and at-large residence areas are as nearly equal in population and are arranged in a logical and compact geographic pattern to the extent possible. If the council shall be unable to complete the apportionment of the council districts within 8 months after the official publication of the census, the general counsel shall petition the circuit court for the fourth judicial circuit to make such apportionment. Any reapportionment of the council districts or at-large residence areas made pursuant to this section shall not affect any term of office in existence at the date of such reapportionment, but shall be applicable beginning with the next succeeding general consolidated government election which occurs at least 9 months after the effective date of the reapportionment.

(b)

The council shall establish the initial 5 at-large residence areas according to the same considerations for reapportioning the existing council and school districts as are established in chapter 18 of the Ordinance Code. Establishment of the initial 5 at-large residence areas by the council shall be accomplished no later than 9 months prior to the opening of the qualifying period for candidates seeking election in the 1995 consolidated government elections. Subsequent reapportionment of the residence areas shall be accomplished in the same manner provided for in the Ordinance Code for the reapportionment of council and school board districts. The 5 council members elected countywide in the general consolidated government election occurring in 1995 and thereafter shall each qualify from 1 of the 5 residence areas.

*(Ord. 90-765-354, § 6; Ord. 91-1356-600, § 2; Laws of Fla., Ch. 92-341, § 1)*

**Editor's note— For current reapportionment regulations, see Jacksonville Ordinance Code, Ch. 18.**

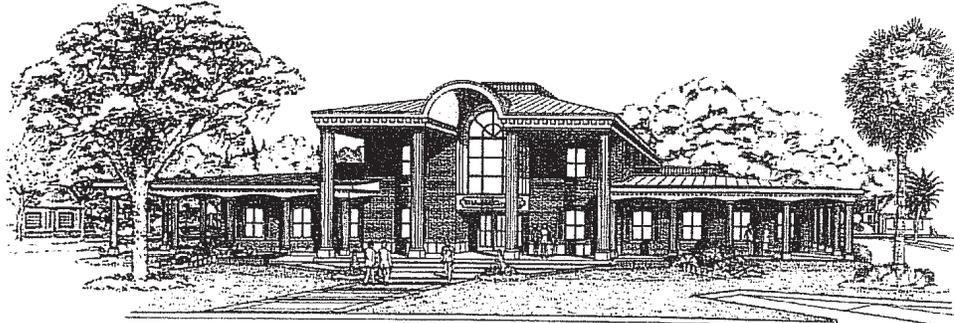
EXHIBIT D TO REAPPORTIONMENT MEMORANDUM DATED 1/31/2011

**Section 13.02. - School board districts.**

Members of the school board shall be elected from one of the seven school board districts hereby created and established. Each school board district shall be composed of two adjoining council districts as set forth in appendix 2 of this charter.

*(Ord. 84-1307-754, § 10; Laws of Fla., Ch. 92-341, § 1)*

City of  
Wildwood,  
Florida



City Hall

wildwood-fl.gov  
Area Code: 352  
Zip Code: 34785

**CITY HALL**  
100 N. Main Street  
330-1330 Phone  
330-1338 Fax

**CITY MANAGER**  
Extension 109

**CITY CLERK/FINANCE**  
Extension 100

**HUMAN RESOURCES**  
Extension 103  
330-1339 Fax

**CUSTOMER SERVICE**  
(Utility Accounts/TDD)  
Extension 130

**BUILDING SERVICES**  
Code/Inspections/Permits  
Extension 119  
330-1334 Fax

**DEVELOPMENT SERVICES**  
Planning/Zoning/Concurrency  
Extension 118  
330-1334 Fax

**PARKS & RECREATION  
COMMUNITY CENTER**  
Reservations:  
Extension 114

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

**WOODWASTE**  
601 W. Gulf-Atlantic Hwy.  
330-1345

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

**WASTEWATER**  
1290 Industrial Drive  
330-1349  
330-1350 Fax

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

April 15, 2011

**George S. Lovett**  
Director of Transportation, District 5  
Florida Department of Transportation  
719 South Woodland Boulevard  
Deland, FL 32720

**RE: US 301 Emergency and Pedestrian Signal at Rutland Street**

Dear Mr. Lovett:

With support of the Lake Sumter MPO and Sumter County Board of County Commissioners, the City of Wildwood would, again, request that FDOT reevaluate the need and endorse the installation of an Emergency/Pedestrian Signal at the intersection of US 301/SR 35 and Rutland Street.

On a daily basis, there are over 23,000 vehicles traveling US 301/SR 35 between SR 44A and CR 466A. With a distance of over 2,800 ft between them, these are the only intersections to cross this busy highway. Construction of a pedestrian signal at Rutland St. would allow safe and controlled access across US 301/SR 35. The signal would provide safe passage between the historic downtown and residential development on the west with the government, health, commercial, educational, and residential facilities on the east. One of the established goals of the City and FDOT is to promote and encourage cities to become more walkable and pedestrian friendly. By allowing this signal to be constructed at this location at no cost to the State, FDOT would be helping the City in achieving this goal.

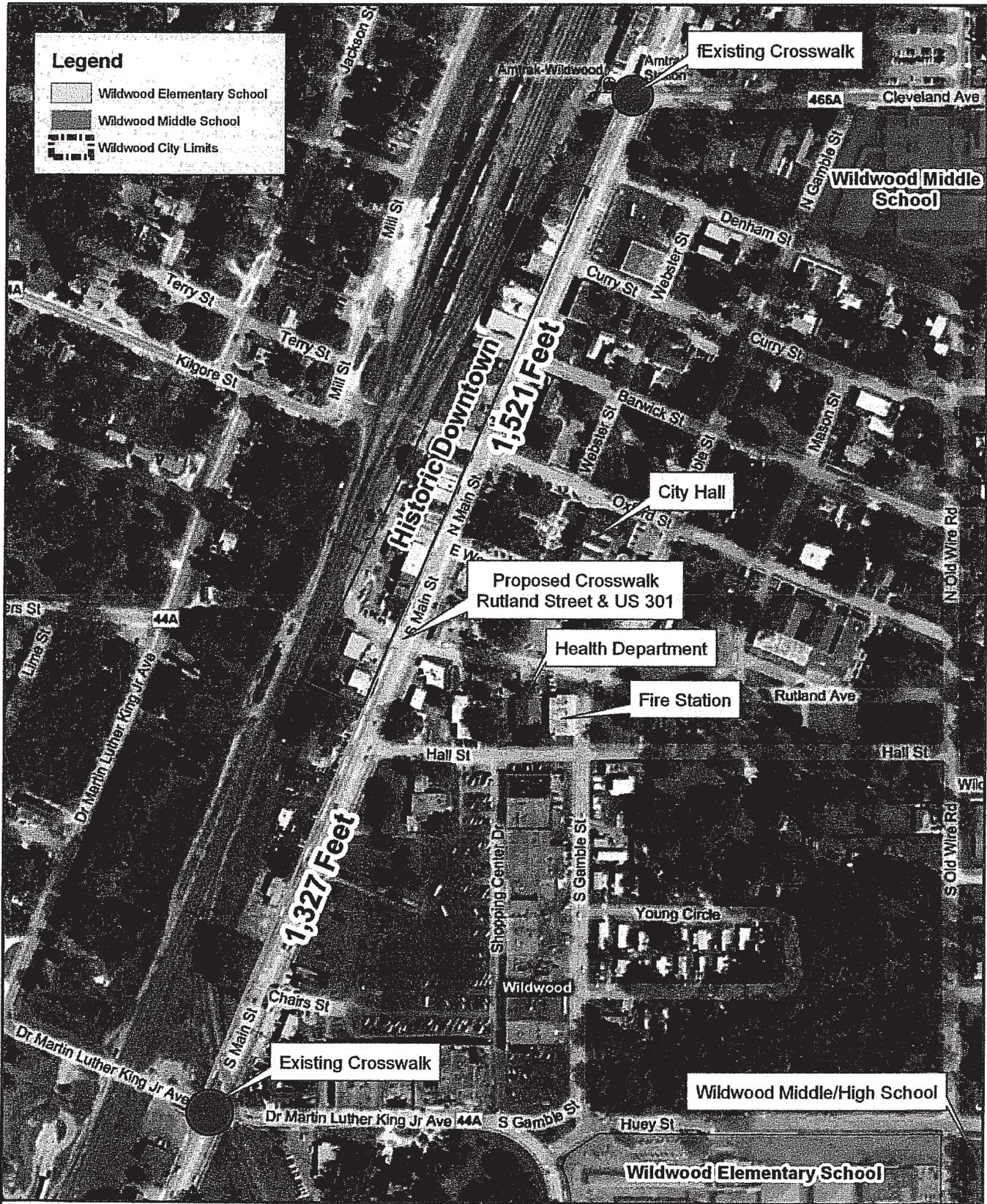
In addition to pedestrian safety, this signal would also serve a dual purpose by serving as an emergency signal for Fire Station 31 located in Downtown Wildwood. Historically, FS 31 is the busiest of all the fire stations within Sumter County. The station responds to accidents and emergency situations on SR 44, US 301, I-75, and Florida's Turnpike within the Wildwood/Sumter County area. By allowing an emergency/pedestrian signal to be constructed at the Rutland St location, emergency personnel would be able to quickly and safely respond to these calls.

Your consideration and attention to this matter is greatly appreciated. Please feel free to contact me if any additional information is needed.

Respectfully,

  
**Robert Smith, City Manager**  
CITY OF WILDWOOD, FLORIDA

RS:dlk



1 inch = 333 feet

City of Wildwood, Florida  
Rutland Street Crossing



# **Board of County Commissioners**

## **Sumter County, Florida**

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



April 13, 2011

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

RE: US 301 Emergency and Pedestrian Signal at Rutland Street

Dear Mr. Smith,

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

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

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

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

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

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

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

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

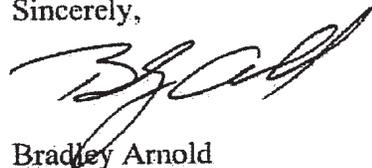
Bradley S. Arnold,  
County Administrator  
(352) 689-4400  
7375 Powell Road  
Wildwood, FL 34785

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

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

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

Sincerely,



Bradley Arnold  
County Administrator

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



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

March 25, 2011

To whom it may concern:

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

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

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

Your consideration is appreciated.

Respectfully,

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

T.J. Fish, AICP  
Executive Director

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

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

CITY OF WILDWOOD  
UTILITIES and PROJECTS **MEETING NOTES**  
KIMLEY-HORN  
March 15, 2011  
9:30 a.m.

1. HIP 5<sup>th</sup> Street: Toby notified us that he will be providing a cash bond. His bank will send us a draft agreement for review.
2. Millennium Park/CR 139: Received SWFWMD transfer to operation. Gene or Jason need to do a final inspection of the soccer fields with SCI.
3. Pitt and Stone drainage – CDBG: Permits have not been received yet.
4. Osceola drainage - CDBG: Permits have been received. Dave will arrange with Clerks office to purchase lots from Gloria Rankin
5. CR 232 resurfacing – CDBG: Design complete.
6. Triumph South: No updates.
7. Champagne Farms Well: City has paid final change order. John Watson has resubmitted all documentation to Angel Martin.
8. US 301 / SR 35 Widening Project: Project is on track. There is one outstanding conflict on the west side of CR 130.
9. Kangaroo Station US / CR 472: No updates.
10. LDR technical updates: Rick needs to provide final comments. Jessie will check with him on the status.
11. Coleman Fire Station: All reviews have been completed.
12. CR 521 Water Main Project: Project is underway. Contractor has encountered unsuitable soils. Rainey has been contracted to bring in suitable soil and to remove unsuitable soil and rock from site. The fire Hydrant has been relocated to a more desirable location.
13. Fire Flow Analysis for CRA and Modeling of existing Water Pressures: Test is complete and waiting on analysis.
14. Valve Maintenance and Locate Program: FL Rural Water was on site at Wildwood Country Resort and Parkwood with a GPS locator. They will locate valves and hydrants 2 days per month.
15. Storm drainage fee study: On hold.

16. Wildwood Country Resort: Ron received quotes for directional bores and to re-pipe the project. Ron to provide cost estimates to Robert.
17. Tot Lot on High Street: Planning meeting was held with Jessie, Mike Pape, Dave and Jason. Once a design concept has been created it will be presented to the Parks and Rec Board.
18. Oxford Assembly of God water pressures: K-H is redesigning. Activator has been repaired. Pressures have been acceptable.
19. Brownfield designation for MLK Park: On hold.
20. CR 466A Widening project: Public information meeting is being held on March 24<sup>th</sup> at City Hall.
21. Coleman Water Plant: PLC has been installed. Outstanding issues with variable speed drive. Temporary fix to be completed in a week or so.
22. Discuss FDEP Process and Clearance Procedures. Melanie, Jessie and Dave to discuss.
23. City Hall LED sign: Foundation started. Should be completed in one week.
24. Golf Cart Accessibility: Robert doing a presentation to Commission on 3-28-2011.
25. BFA Utility Master Plan: Should receive in two weeks.
26. Wildwood Utility Service Boundary discussion: Craig is working with SWFWMD on this.
27. CSX S-Line Project: Bid plans received.
28. Rutland Street: Gene and Dave need to review the ROW issues.
29. Wet-well leaks at US 301 and CR 209: Pete and Dave to meet on-site with contractors for repair options.

CITY OF WILDWOOD  
UTILITIES and PROJECTS MEETING AGENDA  
KIMLEY-HORN  
April 19, 2011  
9:30 a.m.

1. HIP 5<sup>th</sup> Street:
2. Millennium Park/CR 139:
3. Pitt and Stone drainage – CDBG:
4. Osceola drainage - CDBG:
5. CR 232 resurfacing – CDBG:
6. Triumph South:
7. Champagne Farms Well:
8. US 301 / SR 35 Widening Project:
9. Kangaroo Station US / CR 472:
10. LDR technical updates:
11. Coleman Fire Station:
12. CR 521 Water Main Project:
13. Fire Flow Analysis for CRA and Modeling of existing Water Pressures:
14. Valve Maintenance and Locate Program:
15. Storm drainage fee study:
16. Wildwood Country Resort:
17. Tot Lot on High Street:
18. Oxford Assembly of God water pressures:
19. Brownfield designation for MLK Park:
20. CR 466A Widening project:
21. Coleman Water Plant:

22. Discuss FDEP Process and Clearance Procedures.
23. City Hall LED sign:
24. Golf Cart Accessibility:
25. BFA Utility Master Plan:
26. Wildwood Utility Service Boundary discussion:
27. CSX S-Line Project:
28. Rutland and Gamble ROW at Fire Station 31:
29. Wet-well leaks at US 301 and CR 209:
30. Utility location on SR 44 from US 301 to Buena Vista:
31. SR 44 / US 301 intersection improvements:
32. Young Circle stormwater issues:

# WILDWOOD POLICE DEPARTMENT

Quarterly Report  
January, February, March

## I. STATS

- Calls for Service – 4146
- Arrests – 90
- Traffic UTC - 588
- Traffic Accidents – 86
- Reports - 351

## II. COMMUNITY SERVICES

01/15/2011 Wachovia Kids Event – took mobile command for fingerprinting children  
01/20/2011 Teen Court  
01/24/2011 Ribbon cutting/Dedication for New Patrol Vehicles  
01/28/2011 Health Department meeting  
02/03/2011 Villages Public Safety meeting  
02/09/2011 Sgt O’Neill parent presentation representing LEO @ Elementary School  
02/16/2011 Habitat for Humanities meeting  
02/16/2011 Meeting Sumter County Garden Club  
02/17/2011 Teen Court  
02/22/2011 Meeting with Pastor Jones  
02/23/2011 LEAN Meeting  
03/01/2011 Teen Court  
03/14/2011 Meeting Church Group  
03/21/2011 Emergency Management Meeting  
03/26/2011 Wildwood Dixie Youth Opening Day Ceremonies  
03/30/2011 Meeting with DCF

## III. PERSONNEL STATUS

- New Employees
  1. Katie Desforges replaced M. Fuller as communication officer
  2. Officer Smalt transferred to Code Enforcement
  3. Officer Kelly transferred back to road patrol
- Training
  1. Firearms Re-Certification

**City of Wildwood  
 Water Department  
 1<sup>st</sup> Quarterly Summary  
 January Thru March  
 2011**

REC'D 4.21.11  
 DATE  
 EXECUTIVE DEPT.

|                                          |                    |
|------------------------------------------|--------------------|
| <i>Total Well Pump age</i>               | <b>178,164,000</b> |
| <i>Total Water Billed</i>                | <b>173,542,000</b> |
| <i>Average Unaccounted Water</i>         | <b>2.59%</b>       |
| <i>Meter Reads Per Month</i>             | <b>12,387</b>      |
| <i>Work Orders Processed</i>             | <b>473</b>         |
| <i>Water Quality Complaints</i>          | <b>20</b>          |
| <i>Backflows Installed or Repaired</i>   | <b>4</b>           |
| <i>Backflows Tested</i>                  | <b>176</b>         |
| <i>Valves Exercised</i>                  | <b>59</b>          |
| <i>Hydrant Meter Installed or Pulled</i> | <b>9</b>           |
| <i>Water Samples Taken</i>               | <b>145</b>         |
| <i>Reports Submitted</i>                 | <b>15</b>          |
| <i>After Hour Calls</i>                  | <b>35</b>          |

**Events:**

*Ron Allen attended Focus on Change in Leesburg in the month of February.  
 Mark O'Dell , John Cornell and Daniel Marrero attended a municipal safety training class in Orlando in the month of March.  
 DEP Inspection on All Water Plants in the month of March.  
 Synthetic Organic Contaminant Samples Taken At All Plants.*

**Leaks:**

*Kilgore St, Young Circle., Dr. MLK Blvd., Denham St., (2)Jarrell St., Williamsburg Lane., Lee St. and Moss St. (2) Arnold Court (Boil Water), (2) Heritage Blvd. (Boil Water)*

**Repairs:**

*Effluent Meter Changed at Coleman Water Plant  
 Replace Submersible motor at the Turnpike Plaza*

CITY OF WILDWOOD  
 WATER DEPARTMENT  
 MONTHLY ACTIVITY REPORT

| Month/Year                         | Mar-11     |
|------------------------------------|------------|
| Well Flows                         | 65,780,000 |
| Water Billed                       | 59,701,000 |
| Percentage Unaccounted For         | 9.24%      |
| Meters Read                        | 4,132      |
| Re-Reads                           | 52         |
| Miss Reads                         | 0          |
| Misc. Work Orders Processed        | 191        |
| Water Quality Complaints           | 9          |
| Turn Offs                          | 30         |
| New Meter Installs                 | 6          |
| Meters Repaired/Replaced           | 55         |
| Meters Tested                      | 0          |
| Meter Head Replaced & Reprogrammed | 13         |
| Leaks Repaired                     | 0          |
| Backflows Installed/Repaired       | 4          |
| Backflows Tested                   | 176        |
| Valves Exercised                   | 41         |
| Valves Repaired/Replaced           | 1          |
| Hydrants Installed/Repaired        | 1          |
| Hydrant Meter Installed/Pulled     | 1          |
| Water Samples Taken                | 70         |
| Reports Submitted                  | 5          |
| After Hour Calls                   | 16         |

**EVENTS:**

Mark O'Dell, John Cornell and Daniel Marrero went to safety class in Orlando

**LEAKS:**

Heritage Blvd (Boil Water)

**REPAIRS:**



CITY OF WILDWOOD  
 WATER DEPARTMENT  
 MONTHLY ACTIVITY REPORT

| Month/Year                         | Feb-11     |
|------------------------------------|------------|
| Well Flows                         | 55,467,000 |
| Water Billed                       | 51,467,000 |
| Percentage Unaccounted For         | 7.21%      |
| Meters Read                        | 3,877      |
| Re-Reads                           | 58         |
| Miss Reads                         | 0          |
| Misc. Work Orders Processed        | 157        |
| Water Quality Complaints           | 8          |
| Turn Offs                          | 27         |
| New Meter Installs                 | 14         |
| Meters Repaired/Replaced           | 49         |
| Meters Tested                      | 0          |
| Meter Head Replaced & Reprogrammed | 45         |
| Leaks Repaired                     | 6          |
| Backflows Installed/Repaired       | 0          |
| Backflows Tested                   | 0          |
| Valves Exercised                   | 9          |
| Valves Repaired/Replaced           | 2          |
| Hydrants Installed/Repaired        | 1          |
| Hydrant Meter Installed/Pulled     | 2          |
| Water Samples Taken                | 38         |
| Reports Submitted                  | 6          |
| After Hour Calls                   | 7          |

**EVENTS:**

Shelley on board

**LEAKS:**

802 Kilgore, 332 Young Circle, 308 DR. MLK, 304 Denham, 605 Jarrell, 5594 Williamsburg Lane.  
 Arnold Court (Boil Water), Heritage Blvd. (Boil Water)

**REPAIRS:**

Effluent Meter Replaced at the Coleman Plant  
 Replaced submersible motor in well at turnpike plaza

CITY OF WILDWOOD  
 WATER DEPARTMENT  
 MONTHLY ACTIVITY REPORT

| Month/Year                         | Jan-11     |
|------------------------------------|------------|
| Well Flows                         | 56,917,000 |
| Water Billed                       | 62,374,000 |
| Percentage Unaccounted For         | -9.59%     |
| Meters Read                        | 4,378      |
| Re-Reads                           | 64         |
| Miss Reads                         | 1          |
| Misc. Work Orders Processed        | 125        |
| Water Quality Complaints           | 3          |
| Turn Offs                          | 20         |
| New Meter Installs                 | 2          |
| Meters Repaired/Replaced           | 41         |
| Meters Tested                      | 0          |
| Meter Head Replaced & Reprogrammed | 35         |
| Leaks Repaired                     | 1          |
| Backflows Installed/Repaired       | 0          |
| Backflows Tested                   | 0          |
| Valves Exercised                   | 9          |
| Valves Repaired/Replaced           | 1          |
| Hydrants Installed/Repaired        | 0          |
| Hydrant Meter Installed/Pulled     | 4          |
| Water Samples Taken                | 37         |
| Reports Submitted                  | 4          |
| After Hour Calls                   | 12         |

**EVENTS:**

DEP Inspection for all plants

**LEAKS:**

Arnold Court (Boil Water)  
 1000 Lee St., 405 Jarrell & 609 Moss

**REPAIRS:**



STATE OF FLORIDA

2. a. REPORTS & PUBLIC INPUT  
(f.7.) FYI - Letter from DCA regarding  
the EAR (Evaluation & Appraisal Report)

# DEPARTMENT OF COMMUNITY AFFAIRS

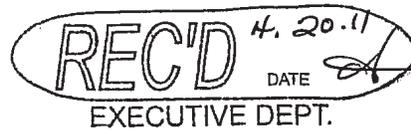
*"Dedicated to making Florida a better place to call home"*

RICK SCOTT  
Governor

BILLY BUZZETT  
Secretary

April 18, 2011

The Honorable Ed Wolf  
Mayor, City of Wildwood  
100 North Main Street  
Wildwood, Florida 34785



Dear Mayor Wolf:

The Department has completed its 30-Day Preliminary Review of the proposed Evaluation and Appraisal Report (EAR) for the City of Wildwood received on March 24, 2011. The Department commends the City's efforts in the preparation of the proposed EAR. The Department has not identified any issues with the proposed EAR. Please note that at this time our review is not a formal sufficiency determination but rather an informal review intended to assist the City as it finalizes the report. We look forward to continuing to work with you throughout this process.

With respect to any suggested amendments included in the report, the Department's review does not constitute a compliance review of the proposed amendments. The EAR-based amendments suggested in the EAR will be reviewed in accordance with the requirements of Chapter 163, Part II, Florida Statutes, and Rule 9J-5, Florida Administrative Code, when submitted to the Department as proposed comprehensive plan amendments.

Please, if you have any questions concerning this matter, do not hesitate to contact Emily Howard, Planning Analyst, at (850)922-1811.

Sincerely,

Bernard O. Piawah  
Regional Planning Administrator

BOP/eh

cc: Melanie Peavy, Development Services Director, City of Wildwood  
Michael R. Moehlman, Executive Director, Withlacoochee Regional Planning Council

2555 SHUMARD OAK BOULEVARD ♦ TALLAHASSEE, FL 32399-2100  
850-488-8466 (p) ♦ 850-921-0781 (f) ♦ Website: [www.dca.state.fl.us](http://www.dca.state.fl.us)

♦ COMMUNITY PLANNING 850-488-2356 (p) 850-488-3309 (f) ♦ FLORIDA COMMUNITIES TRUST 850-922-2207 (p) 850-921-1747 (f) ♦  
♦ HOUSING AND COMMUNITY DEVELOPMENT 850-488-7956 (p) 850-922-5623 (f) ♦

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

#### **a. MINUTES**

1. Minutes of Regular Meeting held on April 11<sup>th</sup>, 2011  
(Attachments – Staff Recommends Approval)
2. Minutes of Special Called Workshop held on April 18<sup>th</sup>, 2011  
(Attachments – Staff Recommends Approval)

#### **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. Review/approval of the Municipal Election Agreement for services with county supervisor and COW (Attachments – Staff Recommends Approval)

#### **f. FINANCIAL**

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

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

1. Norval Scott - WW Community Development Center, Inc., request approval of First Annual “Unity” Block Party
2. Review of the “Draft” contract from FDOC for the (second) outside “work crew”; and, request approval to have FDOC submit an original Contract for renewal based on the information provided in this draft
3. Approval requested for the Mayor to sign the Application for Revenue Sharing 2011-2012 State Fiscal Year
4. Review of Logos presented by the Selection Committee for the City of Wildwood’s new “City LOGO”

CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA  
REGULAR MEETING  
APRIL 11, 2011 – 7:00 P.M.  
CITY HALL COMMISSION CHAMBER

The City Commission of the City of Wildwood, Florida met in Regular session, April 11, 2011 at 7 p.m.

Present were: Mayor Pro tem Allen Commissioners Bivins, Clark, and Strickland. Also present were: City Manager Smith, City Clerk Jacobs, City Attorney Blair, Assistant City Clerk Roberts, Police Chief Reeser, Development Services Director Peavy, Senior Planner Grimm, and AVT Law.

The meeting was called to order and the invocation given by Mayor Pro tem Allen with the audience joining in the Pledge of Allegiance to the American Flag.

1. TIMED ITEMS AND PUBLIC HEARINGS  
7:00 p.m.

a. Ordinance No. O2011-02, an ordinance authorizing the Supervisor of Elections to provide for qualifying of candidates and conduct city elections (Attachments – Staff Recommends Approval)

Ordinance No. O2011-02 was read by title only and floor open for Public Hearing. No comments were received.

Motion by Commissioner Clark, second by Commissioner Strickland that Ordinance No. O2011-02: An Ordinance Of The City Of Wildwood, Florida; Authorizing The Supervisor Of Elections To Provide For Qualifying Of Candidates And Conduct Of The Election For City Commission Seats And Other City Elections; Providing For Conflict; And Providing For An Effective Date: is adopted on second final reading. Motion carried by unanimous vote.

b. Review of the Wildwood Springs DRI negotiated settlement agreement - Amended Restated Development Order (ARDO) and Transportation Proportionate Share Agreement (PSA) (Attachments)

DSD Peavy was sworn in by the City Attorney.

DSD Peavy – The Settlement Agreement is the result of the original appeal for the DO for Wildwood Springs that the Commission previously adopted. DCA and the developers are requesting that the City adopt the ARDO and the Transportation Proportionate Share Agreement. DCA will dismiss the administrative proceeding. Wildwood Springs will be developed as a residentially based multi-use mixed development with 3000 residential units with up to 225,000 sq ft of retail offices. The PSA was signed by the DOT on March 11, 2011 and by Sumter County on March 22, 2011. Asking that Commission review the Negotiated Settlement agreement and re-adopt the new Development Order.

Floor opened for Public Hearing. No comments received.

Minutes  
Page 2  
April 11, 2011

Motion by Commissioner Strickland, second by Commissioner Bivins to accept the Negotiated Settlement agreement and re-adopt the new Development Order. Motion carried by unanimous vote.

Mayor Pro tem Allen noted that after all the time and money spent with DCA process, the State is cutting the department. CM Smith noted DCA is being combined with another department.

## 2. REPORTS AND PUBLIC INPUT

### SPECIAL PRESENTATIONS:

- Proclamation declaring the month of April 2011 as “NATIONAL LANDSCAPE ARCHITECTURE MONTH” was read by Mayor Pro tem Allen and accepted by Michael Pape, Landscape Architect on behalf of all Landscape Architects. Mr. Pape noted that it has been the Commission, City Manager and staff of the City that has brought about the changed look of the City. CM Smith noted that Mr. Pape serves on the Wildwood Beautification Board and will be assisting with the TotLot.
- Introduction of Rural/Metro Ambulance services (Attachment)  
Chris Blach, Division General Manager of Rural/Metro, provided a handout packet outlining information and services. Plan to hire about 58 persons for Sumter County.
- Presentation by Dan Allen of BFA – Water; Wastewater; Reclaimed Water Transmission System Update (Attachments in Packet)

CM Smith noted that Dan Allen is present to answer any questions the Commission may have. BFA has reviewed the 2000 and 2005 Utility Master Plan for amendments. In new plan there will be two water plants – 501 and Champagne Farms; one wastewater plant on Industrial Drive. Property adjacent to the current location is now available for expansion. This is Phase I, and need any comments and objections tonight to determine whether to move forward.

Mayor Pro tem Allen expressed concern that the Mayor was not present to comment. CM Smith noted he could get the Mayor’s comments upon his return.

Motion by Commissioner Clark, second by Commissioner Bivins supporting the Master Utility Study and City Manager to proceed. Motion carried by unanimous vote.

#### a. City Manager

- Noted two ladies from Tampa in the audience regarding property the City purchased from FDEP adjacent to the City’s old water tower site. Their mother has been maintaining the property and the family feels they own the lot. City Manager and City Attorney will provide a copy of the deed and all the documentation that FDEP provided, to be sure that FDEP acquired the property legally and that the family doesn’t have any right to it. Will meet with family to clarify the issue. This came to his attention just before the meeting.

Minutes  
Page 3  
April 11, 2011

Logo contest ended on April 4 with about 52 logos received. Five (5) will be brought to the Commission on April 25 for selection of the winning logo.

Easter Egg-stravaganza on April 23. Easter bunny will be present.

- 1) FYI – LSMPO letter supporting our efforts relative to the Emergency/Pedestrian Signal on US301 and Rutland Street (heart of community) (Attachment)
  - 2) FYI – Sumter County BOCC letter reaffirming their financial commitment for and supporting our efforts relative to the Emergency/Pedestrian Signal on US301 and Rutland Street (Attachment)
  - 3) FYI – Information regarding the emergency purchase of a lift station pump (Attachment)
  - 4) FYI – Quarterly Report from Gene Kornegay, PWD (Attachments)
  - 5) FYI – REMINDER – Monday, April 18 @ 5:30 PM - City Commission Workshop to discuss Mid Year Budget Analysis Report (NO Attachments)
- b. City Attorney – will be out west next Monday so she will not be present at the special meeting.
- c. City Clerk – none
- d. Commission Members- none
- e. Public Forum (10 minute time limit)
- 1) Robert Hannah of the Wildwood Community Development – still have a problem with MLK Park. He brought debris to the Commission attention at the last meeting and was assured it would be moved. It has not been moved, but spread out. Heard early that Mr. Pape designed the Millennium Park and he wants the same thing at MLK Park. The safety, the beautification and the environment health of our young people. This is not being done at MLK Park. If anything is not going to be done at MLK Park, I am telling you with the backing of my committee members, I would like to see it closed. There is no sense in it to continue in the condition and continue to be done as being done, and the committee that I serve on will not tolerate that any longer. Anything that we can do to achieve the beautification of MLK Park and the safety of MLK Park we would do whole heartedly. Just trying to state fact, we can't tolerate that any longer. We would like to see MLK Park become half way or equal to Millennium Park. CM Smith – went to park after last meeting and found about four or five piles of dirt, and within were bottles and cans and have asked the P&R Coordinator to remove, because we are trying to put only suitable soils there. He was to take the debris out of the piles. Will check on Tuesday and if not the piles will be removed completely. Robert Hannah – MLK Park is very special to our community with the naming of one of our fore founders. It is very important to us as a City organization to see that it comes to what it was supposed to have been.

Minutes  
Page 4  
April 11, 2011

We want to see it done in a way that is safe, environmentally safe, and health-wise for our young people. At the moment it is not there. I want it where our young people and the people of our community can go and say this is like the landscape at Millennium park.

Mayor Pro tem Allen – to the group I would say, come up with a plan that you would like MLK Park to look like. Visited the park after the last meeting and saw the debris piles and found some long poles there. We do need to move forward with the park.

CM Smith – the poles belong to the City. They were the light poles for the old facility that the City would like to utilize to light the MLK park. There are only two and five or six are needed. Will check again whether the poles are suitable and if not will move them. As far as funding for the park FRDAP funds have been cut by the State and City doesn't have the funds.

Mayor Pro tem Allen – the group would like to see MLK look as good as Millennium Park. Need to keep our attention there.

2) Norvel Scott – President of the Wildwood Community Development Center. Had a great turn out on April 2 for clean up day. Have one scheduled this week for our City and on the West side of town. Had a community meeting with Captain Valentino, and a community meeting is scheduled with the City Manager on April 19 at the Church of Christ and hopefully the police chief can attend. Doing this because there are a lot of questions being asked in reference to parks, why we don't have parks, a nice park such as Millennium. I am with the community with the City, but I represent the west side of town and I must let people know that I am very much concerned about what is taking place on the west side of town. We have set up some guidelines that we as a committee are going to be asking the City Manager. I am here to let you know that I believe Robert is here to work with us, but there are some things that must move rapidly. If we can do certain things then I am sure we can do others. Commissioners are welcome to come to the meeting on the 19<sup>th</sup>. Hope to have a good dialogue because I want youth football and T-ball on the west side of town starting in the year 2012. I heard the Mayor at the last meeting say that the City spent \$20,000 on a summer program that failed. Well I believe that we should start a youth football program and those \$20,000 be spent on our youth in the City to start a youth football program.

2) Gwen Brown – totally disagree with MLK being shut down. Totally disagree with it being considered or brought up. When Mr. Hannah brought this to me today because of his concerns, one of the things I said to him – well what are we doing to assist with what is going on at MLK park. I walk at different parks including Millennium and Ocala Park and there is glass and wire there. I know that MLK was built on a landfill and know that SWFWMD had to do test before they would allow for the park. Maybe Mr. Hannah doesn't understand that.

The Parks & Rec Board had put in for grants to do additional things and then we came into the recession and the grant dollars are not available. I understand that private donations were given to Millennium Park to do some of the things there. Are we (addressing Mr. Hannah and Mr. Scott) soliciting private donations to do things at MLK? We cannot control where people want to put their money. If they choose to build things at Millennium Park, it is their choice, but we need to be responsible if we want different things put at MLK. Like I told Mr. Hannah, I am not speaking and I am not an advocate for the City, I am not an advocate for anybody. We have fought too hard to get the items there. We sat in on those meetings going through books and books and watching the City go through grants to get the money that we even got to go to MLK. It is not like Millennium Park got any additional funding then what we got for MLK. I don't think Mr. Hannah was aware of that, and I tried to explain it to him before he came here. I told him that if he went before the Commission, she would let them know that he is speaking on behalf of group of about six or seven individuals, he is not speaking on behalf of the entire community. Pastor Jones – Agree with Gwen. Am appalled at what he heard from Mr. Hannah because again we worked and we met to get the park where it is at now and it isn't that the City is just stopping. But again we need to continue to work and work together and assist the City on what needs to be done. Yes, we want a nice park. I think it looks good because it looks 100% better than it did. Yes we are still working on it, but one thing is – no it will not be closed, that is out of the question because it is a City park. We need to work together and assist in whatever we need to do. I am here for the community. I am not just for the west side; I am for the whole City. We need to understand this is a City thing. I believe Wildwood has been divided long enough and its time to stop saying west side and east side and bring this City together. As long as we keep saying west side and east side we are going to keep on having this thing divided and that is not the way the City works. We are supposed to be together, one City, whether we are black, white, blue, green, orange or red.

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

3. NEW BUSINESS – ACTION REQUIRED

a. MINUTES

Motion by Commissioner Bivins, second by Commissioner Strickland to accept the Minutes of Regular Meeting held on March 28, 2011 as typed. Motion carried by unanimous vote.

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

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

Ordinance No. O2011-03 introduced and read by title only. No action necessary.

c. RESOLUTIONS FOR APPROVAL:

None

d. APPOINTMENTS

None

e. CONTRACTS AND AGREEMENTS

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

CM Smith – similar agreement that the County has with TSG. TSG plans to separate themselves to be an independent organization from the Villages. They are in close proximity to the City. Pricing is comparative to others. City went through an RFQ process in 2008 and only received one response. Not going through the RFQ process this time. City Attorney has reviewed with objections to paragraph 10 and one change in paragraph 15 from Sumter to Wildwood. CA Blair – will never like the language that is stated in paragraph 10 and it is in almost every contracting. Language to limit the vendor's liability to the amount of their insurance. Not against the City signing the contract. They did change the City being listed as an additional insured.

Motion by Commissioner Clark, second by Commissioner Bivins to approve and execute the IT support service agreement with The Villages Technology Solutions Group. Motion carried. Yea – Clark, Bivins, Allen. Nay – Strickland.

f. FINANCIAL

1) Motion by Commissioner Bivins, second by Commissioner Clark to pay the Bills. Motion carried by unanimous vote.

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

SP Grimm – due to unsuitable soils found along the route, which are normally not part of a contract. Change Order is in the amount of \$1980, but there will be additional cost. The unsuitable soils had to be hauled off and suitable soils brought in. Contracted separately to have soils brought in, as a cost saving measure.

Motion by Commissioner Strickland, second by Commissioner Bivins to approve CO 1 in the amount of \$1980.00. Motion carried by unanimous vote.

g. GENERAL ITEMS FOR CONSIDERATION

1) Request for a six month extension of the O'Dell P.U.D. (Attachments – Staff Recommends Approval)

Motion by Commissioner Bivins, second by Commissioner Strickland to approve the request for a six month extension of the O'Dell P.U.D. Motion carried by unanimous vote.

Minutes  
Page 7  
April 11, 2011

2) Request to schedule a Special Called Meeting for May 16 at 5:30 PM to review COW Land Development Regulations (NO Attachments)

By Common Consent the Special Meeting was called for May 16 at 5:30 p.m.

3) Review/discussion (approval) of the regulations for use of the front steps of city hall and/or gazebo (Attachments – Board Option)

Motion by Commissioner Strickland, second by Commissioner Bivins to accept the regulations for the use the front steps of city hall or gazebo. Motion carried by unanimous vote.

4) Review/discussion/approval on the selection of the CDBG Project Administration consultant (Dave Grimm to present) (Attachments – Staff Recommends Approval)

SP Grimm – City has been funded for the CDBG \$700,000 grant. City needs to name the administrator of the grant. RFP process was followed and two proposals were received. (1) Andy Easton & Associates and (2) ADP Solutions. Upon scoring and ranking by staff Andy Easton and Associates is recommended for approval.

Motion by Commissioner Clark, second by Commissioner Bivins to accept the recommendation and award Project Administration to Andy Easton and Associates. Motion carried by unanimous vote.

4. ADJOURN:

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

CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA

S E A L

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

\_\_\_\_\_  
Ronald B. Allen, Mayor Pro tem

CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA  
SPECIAL CALLED MEETING  
APRIL 18, 2011 – 5:30 P.M.  
CITY HALL COMMISSION CHAMBER

The City Commission of the City of Wildwood, Florida met in Called session, April 18, 2011 at 5:30 p.m.

Present were: Mayor Wolf, Commissioners Bivins, Clark, Allen and Strickland. Also present were: City Manager Smith, Assistant City Clerk Roberts, Police Chief Reeser, Human Resource Coordinator Cox, Sr. Customer Service/Billing Spec Woods, and AVT Law.

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

1. ~~TIMED ITEMS AND PUBLIC HEARING~~

None at this time

2. ~~REPORTS AND PUBLIC INPUT~~

None at this time

3. NEW BUSINESS – ACTION REQUIRED

a. Minutes

b. ~~Ordinances First Reading Only (no action)~~

c. ~~Resolution for Approval~~

d. ~~Appointments~~

e. ~~Contracts and Agreements~~

f. Financial

g. General Items for Consideration

- (1) Mid Year Budget Analysis Report – Present by City Manager Smith  
(Power-Point Presentation)

CM Smith provided a handout of the presentation for review of the 2010-2011 mid year budget report and preview of the 2011-2012 budget.

Noted increase in reserves in General Fund indicating came mostly from refuse privatization. Noted revenue source amounts budgeted, received to date, and projected for the year, with revenues from State Gas tax, Sales tax and Zoning compliance, Land Sales, Interest Earnings, Growers Market are anticipated to be below the budgeted amount. In response to a question from Commissioner Allen, CM Smith stated that the entire Villages DRI in Sumter County pays Wildwood Utility Tax. Unanticipated revenue came from Villages Agreement and Refuse Impact fee. General Fund departmental expenditures with exception of Police Department are expected to come in under budget. Police department shows that they will be over budget because of grants for police cars and additional grants, but actually have spent less than anticipated. Overall there is anticipated a +\$352,812 in the General Fund. Reviewed 2<sup>nd</sup> Half Outlook – slight revenue increases should continue, directors will remain conservative with expenditures, new purchasing policies being established, development should begin to increase. CR 209 widening and repaving to begin, City hall HVAC improvements, \$700,000 CDBG grant projects. Release some Capital Enhancement purchases – Police cars, prison crew van, public works tractor and mower. With reserves available would like to make cash purchases.

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Enterprise Fund Revenues are anticipated to come in above budgeted amounts by approximately \$165,000. Enterprise Fund Expenditures are anticipated to come in above budget by approximately \$69,267, partly due to unexpected maintenance. 2010-2011 Enterprise Fund Revenues are expected to be at \$14,000 less than Expenditures. Some unexpected expenditures include – Oxford Pressures, CR 501 Plant lightning and flooding, Wastewater prop mixer failures, motor/turbine malfunction, lightning strike, pump and lift station repairs. The lightning strikes and flooding are expected to have some insurance coverage. 2<sup>nd</sup> Half Outlook – revenues should continue to be better than anticipated and no Capital Expenditures will be approved due to recent increase in operations and maintenance costs. Refuse Privatization comparison indicates that net proceeds for FY09-10 were -\$53,323, however refuse revenues for FY10-11 with the refuse being privatized will be approximately \$80,000. In response to questions from Commission, CM Smith indicated that Waste Management is amending their tags to have the City phone number for customer service. The City limb burner is closed down and will be used only for City trimming and in the event of an emergency such as a storm. The land will be used eventually for the expansion of the wastewater plant.

Commission questioned if the facilities were being checked to find the cause for the lightning strikes and how to avoid future strikes. It was noted that lightning strikes can come through power and telephone lines. CM Smith indicated the Kimley-Horn is called to check out to inspect now.

2011-2012 budget preview – revenues – will adjust revenues based upon most recent trends and anticipate ad Valorem revenues similar to this year until numbers come in. HR is working with health insurance providers to limit the premium and increase the program coverage. Will ask for a COLA increase of at least 3%. Also looking to establish a system for merit program and to address the compression issues.

FY 2011-2012 Goals – take care of employees, continue to increase level and quality of service to citizens in most cost effective manner, upgrade City technological capabilities, implement fleet and maintenance programs for department equipment.

Increase for utility rates, connection & TIE fees were noted, as was Sumter County Chamber of Commerce funding request. Recommended waiting to see what the County does before deciding. Discussed Utility Department organization change to one Utility Director with separate Coordinators for water and wastewater.

Mayor Wolf stated he doesn't want people to think the City falls into line with everything the County does. Some people are saying that the County wants to do away with anything that has been here and have everything new. Would like to know what the City is benefiting from the Chamber of Commerce.

Commissioner Allen – would like to have in new budget and electronic gate for the Parks & Rec barn. Gate is frequently left open.

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4. ADJOURN

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

CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA

S E A L

ATTEST:

Marena D. Roberts, Assistant City Clerk

Ed Wolf, Mayor

**MUNICIPAL ELECTION AGREEMENT  
FOR ELECTION SERVICES BY AND BETWEEN  
THE SUMTER COUNTY SUPERVISOR OF ELECTIONS AND  
THE CITY OF WILDWOOD**

**THIS AGREEMENT**, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, effective \_\_\_\_\_, 2011, by and between the Sumter County Supervisor of Elections, an elected constitutional officer (hereinafter "SOE"), and the City of Wildwood (hereinafter "Municipality"), a municipal corporation, chartered and organized in accordance with the laws of the State of Florida.

**WHEREAS**, Chapters 97-106, Florida Statutes, constitutes the Florida Election Code, which applies to municipalities; and

**WHEREAS**, Section 100.3605, Florida Statutes, provides that the Florida Election Code applies to a municipality's election in the absence of any special act, charter or ordinance; and

**WHEREAS**, the Municipality has requested the assistance of the SOE in conducting the Municipal elections and the SOE is agreeable to providing such election services;

**WHEREAS**, the Municipality and the SOE want to work together to provide for municipal elections and to allocate responsibilities, costs and terms between the parties to ensure that all applicable laws, rules, special acts, charters or ordinances are followed.

**IT IS HEREBY AGREED**, in consideration of the mutual covenants and promises contained in this agreement, and for the mutual benefits of the parties, as follows:

**1. PURPOSE**

This Agreement sets forth the terms and conditions under which services will be provided by the SOE to the Municipality for municipal elections and to set forth the responsibilities of both parties so that there is a clear understanding of the rights and responsibilities of all parties. Such rights and responsibilities shall apply to the General, Run-Off, Special and Recount elections as necessary as well as to the Post Election Audit, unless otherwise stated hereinafter.

**2. DATE(S) OF ELECTION(S)**

The date(s) of the subject election(s) will be determined and agreed to prior to the date of the election(s). The Municipality shall not call any Special election, or set any election date, without 120 days prior written notice of the proposed election to the SOE.

### **3. FEES AND CHARGES TO BE PAID BY THE MUNICIPALITY**

The Municipality shall pay the actual cost, as billed, for all municipal elections (including special elections, recounts, annexation elections or mail ballot elections). If a Municipal election coincides with a scheduled County election, the Municipality shall be responsible only for the additional costs caused by the Municipal election.

These costs include, but are not limited to:

- a. If a Municipal election is held in conjunction with a scheduled county election, the municipality will be responsible for any actual costs of printing and handling of additional ballot pages if any Municipal ballot contest or measure results in the county's ballot extending an additional page(s) and actual cost of audio files for municipal races or questions.
- b. A Municipal election that is held separately ("stand alone") from a county election will result in the Municipality being billed for total actual costs of the election.

### **4. SOE RESPONSIBILITIES FOR MUNICIPAL ELECTIONS ON A COUNTY ELECTION**

- a. SOE is to survey, contract and reimburse all polling places to include testing of phone lines. The SOE is to provide insurance coverage for polling places and poll workers at all relevant times through the County risk management policies.
- b. SOE is to determine eligible pollworkers, schedule, train and pay the pollworkers.
- c. SOE is to approve and schedule pollwatchers.
- d. SOE is to provide all advertising as required by Florida law.
- e. SOE is to conduct candidate qualifying and notification of candidates of election related activities. Any required fees must be made payable to the "City of Wildwood" and will be forwarded by the SOE to the Municipality within 3 days of the close of qualifying. SOE will serve as the financial filing officer.
- f. SOE is to conduct absentee voting for the municipal elections.
- g. SOE is to conduct early voting, if applicable.
- h. SOE is to compile Election Day results and provide results to the county canvassing board.
- i. SOE is to conduct testing of voting system equipment.
- j. SOE is to conduct any required audits, with one member of the canvassing board to be present at all times.
- k. SOE is to provide security procedures for municipal elections as required by Florida law.

### **5. SOE RESPONSIBILITIES FOR MUNICIPAL ELECTIONS NOT ON A COUNTY ELECTION**

- a. SOE is to review and approve all polling places (including testing of phone lines).

- b. SOE is to determine eligible pollworkers, schedule and train the pollworkers. Municipality is responsible for payment of pollworker services.
- c. SOE is to approve and schedule pollwatchers.
- d. SOE is to conduct candidate qualifying, notification of candidates of election related activities and verification of candidate petitions, if applicable.
- e. SOE is to conduct absentee voting for the municipal elections.
- f. SOE is to conduct early voting, if applicable.
- g. SOE is to compile Election Day results and provide results to the city canvassing board.
- h. SOE is to conduct testing of voting system equipment.
- i. SOE is to conduct any required audits, with one member of the canvassing board to be present at all times.
- j. SOE is to provide security procedures for municipal elections, as required by Florida law.

The Municipality will be directly billed for all applicable costs by vendors, etc. For election costs incurred by the SOE, the Municipality will be billed directly by the SOE.

#### **6. MUNICIPALITY RESPONSIBILITIES FOR MUNICIPAL ELECTIONS ON COUNTY ELECTION**

- a. The Municipality shall assure all political boundaries and annexations are accurate, up to date and provided timely to the SOE.
- b. Municipality is responsible for all advertising required by city charter or other local requirement that is outside of the advertising required by Florida law.
- c. Municipality is to provide ballot language in a timely manner as requested by the SOE.

#### **7. MUNICIPALITY RESPONSIBILITIES FOR MUNICIPAL ELECTIONS NOT ON COUNTY ELECTION**

- a. The Municipality shall assure all political boundaries and annexations are accurate, up to date and provided timely to the SOE.
- b. Municipality is responsible for all advertising required by Florida Law, city charter, or other local requirement.
- c. Municipality is to provide ballot language in a timely manner as requested by the SOE.
- d. The Municipality is responsible for insurance coverage for polling places and poll workers at all relevant times and for contracting and reimbursement for the use of the polling place facilities

#### **8. INDEMNITY**

Each party to this Agreement shall be liable for its own actions and negligence. To the extent permitted by law, the Municipality shall indemnify, defend and hold harmless SOE against any actions, claims or damages arising out of the Municipality's

negligence in connection with its performance under this Agreement; and the SOE shall indemnify, defend and hold harmless the Municipality against any actions, claims or damages arising out of the negligence of the office of the SOE in connection with its performance under this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity. The Municipality shall defend legal challenges relating to its municipal election, including election contests, and shall be fully responsible for all legal costs for such defense of the Municipality and the SOE.

**9. TERM**

This Agreement shall begin on the effective date \_\_\_\_\_, 2011 and continue for a term of two (2) years. It shall be automatically renewed in accordance with the same terms and conditions set forth herein or may be modified by mutual agreement of the parties. This Agreement may be terminated by either party by providing thirty (30) days written notice.

**10. CHANGES IN LAW**

In the event a change in law abrogates or modifies any provisions or applications of this Agreement, the parties agree to enter into good faith negotiations and use their best efforts to reach a mutually acceptable modification of this Agreement.

**11. MODIFICATIONS**

This is the complete and final agreement between the parties. No representations other than those set forth herein shall be binding upon the parties. No modification of this agreement shall be effective unless submitted in writing and signed by both parties.

**12. NOTICES**

All formal notices affecting the provisions of this Agreement may be delivered in person or be sent by facsimile, registered mail or a recognized overnight courier, to the individual designated below

For the SOE:  
Karen Krauss  
Sumter County Supervisor of Elections  
900 North Main Street  
Bushnell, Florida 33513

For the Municipality:  
City of Wildwood  
c/o City Clerk  
100 N. Main Street  
Wildwood, Florida 34785

**13. SEVERABILITY**

If any clause, section or provision of this Agreement shall be declared unconstitutional, invalid or unenforceable for any cause or reason, the remaining portion of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement effective \_\_\_\_\_, 2011.

**SUPERVISOR OF ELECTIONS**

**CITY OF WILDWOOD**

\_\_\_\_\_  
Karen Krauss  
Sumter County Supervisor of Elections

\_\_\_\_\_  
City Clerk  
City of Wildwood

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

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

**BILLS FOR APPROVAL**  
**City of Wildwood, Florida**  
**April 25, 2011**

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

**CITY COMMISSION-LEGISLATIVE DEPARTMENT**

|   |        |                        |    |       |
|---|--------|------------------------|----|-------|
| 1 | Nextel | Cell Phone Service     | \$ | 33.50 |
| 2 | PGIT   | Workers Comp Insurance | \$ | 19.98 |

**CITY MANAGER-EXECUTIVE DEPARTMENT**

|   |                             |                                         |    |          |
|---|-----------------------------|-----------------------------------------|----|----------|
| 3 | Payroll                     | April 10, 2011 Pay Period - 3 Employees | \$ | 9,437.98 |
| 4 | Dept of Management Services | Telephone Service                       | \$ | 4.52     |
| 5 | Dept of Management Services | Telephone Service                       | \$ | 6.10     |
| 6 | Martronics                  | Batteries                               | \$ | 29.06    |
| 7 | Office Depot                | Office Supplies                         | \$ | 29.52    |
| 8 | PGIT                        | Workers Comp Insurance                  | \$ | 107.87   |

**CITY CLERK-FINANCIAL & ADMINISTRATIVE DEPARTMENT**

|    |                             |                                         |    |           |
|----|-----------------------------|-----------------------------------------|----|-----------|
| 9  | Payroll                     | April 10, 2011 Pay Period - 4 Employees | \$ | 10,343.44 |
| 10 | Century Link                | Telephone Service                       | \$ | 38.54     |
| 11 | Dart Electronics, Inc       | Fire Alarm Monitoring                   | \$ | 37.43     |
| 12 | Dept of Management Services | Telephone Service                       | \$ | 4.82      |
| 13 | Dept of Management Services | Telephone Service                       | \$ | 6.38      |
| 14 | Maggio Enterprises, Inc     | Paper and Cleaning Products             | \$ | 41.16     |
| 15 | Martronics                  | Batteries                               | \$ | 7.04      |
| 16 | Nextel                      | Cell Phone Service                      | \$ | 23.46     |
| 17 | Office Depot                | Office Supplies                         | \$ | 9.03      |
| 18 | PGIT                        | Workers Comp Insurance                  | \$ | 117.30    |
| 19 | Progress Energy             | Electric Service                        | \$ | 87.62     |
| 20 | Terminix                    | Monthly Pest Control Contract           | \$ | 75.00     |

**DEVELOPMENT SERVICES**

|    |                             |                                         |    |          |
|----|-----------------------------|-----------------------------------------|----|----------|
| 21 | Payroll                     | April 10, 2011 Pay Period - 4 Employees | \$ | 8,916.59 |
| 22 | Dept of Management Services | Telephone Service                       | \$ | 4.52     |
| 23 | Dept of Management Services | Telephone Service                       | \$ | 6.08     |
| 24 | PGIT                        | Workers Comp Insurance                  | \$ | 76.33    |
| 25 | Nextel                      | Cell Phone Service                      | \$ | 23.55    |

**HUMAN RESOURCES**

|    |                             |                                        |    |          |
|----|-----------------------------|----------------------------------------|----|----------|
| 26 | Payroll                     | April 10, 2011 Pay Period - 1 Employee | \$ | 2,046.14 |
| 27 | Dept of Management Services | Telephone Service                      | \$ | 4.52     |
| 28 | Dept of Management Services | Telephone Service                      | \$ | 6.08     |
| 29 | PGIT                        | Workers Comp Insurance                 | \$ | 19.88    |

**POLICE DEPARTMENT**

|    |                                 |                                                    |    |           |
|----|---------------------------------|----------------------------------------------------|----|-----------|
| 30 | Payroll                         | April 10, 2011 Pay Period - 28 Employees           | \$ | 56,560.29 |
| 31 | Advanced Auto Parts             | Oil Pressure Switch, Spark Plug, Halogen           | \$ | 132.34    |
| 32 | Car Quest Auto Parts            | Oil Filter, Synthetic Gear, Relay, Wheel Nut, Etc. | \$ | 212.13    |
| 33 | Central Florida Solutions Group | 3 Embroidered Polos                                | \$ | 60.00     |
| 34 | Dept of Management Services     | Telephone Service                                  | \$ | 31.20     |
| 35 | Dept of Management Services     | Telephone Service                                  | \$ | 35.72     |
| 36 | Key Scales Ford                 | Processor, Core Return, Rear Ax Stud, Control      | \$ | 889.41    |
| 37 | Law Enforcement Supply          | Vest, Badge                                        | \$ | 712.66    |
| 38 | Maggio Enterprises, Inc         | Paper and Cleaning Products                        | \$ | 160.35    |
| 39 | Martronics                      | Batteries                                          | \$ | 75.95     |

|    |                               |                                         |    |          |
|----|-------------------------------|-----------------------------------------|----|----------|
| 40 | Nextel                        | Cell Phone Service                      | \$ | 223.38   |
| 41 | PGIT                          | Workers Comp Insurance                  | \$ | 3,287.23 |
| 42 | Progress Energy               | Electric Service                        | \$ | 1,035.17 |
| 43 | Stone Petroleum Products, Inc | 20 FT Tank Stick                        | \$ | 20.00    |
| 44 | Terminix                      | Monthly Pest Control Contract           | \$ | 25.00    |
| 45 | University of Central Florida | Workshop for Coordinators & Secretaries | \$ | 90.00    |
| 46 | Verizon                       | Broadband Service                       | \$ | 160.04   |

**STREET DEPARTMENT**

|    |                                   |                                          |    |           |
|----|-----------------------------------|------------------------------------------|----|-----------|
| 47 | Payroll                           | April 10, 2011 Pay Period - 10 Employees | \$ | 19,309.50 |
| 48 | Advanced Auto Parts               | Solenoid Switch                          | \$ | 17.27     |
| 49 | C.R. 466A Landfill Facility, LLC. | Tipping Fee                              | \$ | 41.65     |
| 50 | Dept of Management Services       | Telephone Service                        | \$ | 2.24      |
| 51 | Dept of Management Services       | Telephone Service                        | \$ | 1.62      |
| 52 | Harris Tree Service, Inc.         | Removal of Tree Damaged by Storm         | \$ | 300.00    |
| 53 | Key Scales Ford                   | Cooling Motor                            | \$ | 98.34     |
| 54 | Maggio Enterprises, Inc           | Paper and Cleaning Products              | \$ | 143.32    |
| 55 | Martronics                        | Batteries                                | \$ | 23.50     |
| 56 | Nextel                            | Cell Phone Service                       | \$ | 104.15    |
| 57 | PGIT                              | Workers Comp Insurance                   | \$ | 2,009.31  |
| 58 | Progress Energy                   | Electric Service                         | \$ | 4,527.75  |
| 59 | Resource One                      | Cleaning Supplies                        | \$ | 67.45     |
| 60 | Salescorp of Florida, Inc.        | FL. Orange Marking Paint                 | \$ | 5.50      |
| 61 | Sumter Electric                   | Electric Service                         | \$ | 151.68    |
| 62 | Terminix                          | Monthly Pest Control Contract            | \$ | 9.50      |

**FLEET MAINTENANCE**

|    |                             |                                         |    |          |
|----|-----------------------------|-----------------------------------------|----|----------|
| 63 | Payroll                     | April 10, 2011 Pay Period - 2 Employees | \$ | 4,148.01 |
| 64 | Advanced Auto Parts         | Battery, Anti Freeze,Etc                | \$ | 93.51    |
| 65 | Dept of Management Services | Telephone Service                       | \$ | 2.24     |
| 66 | Dept of Management Services | Telephone Service                       | \$ | 1.60     |
| 67 | PGIT                        | Workers Comp Insurance                  | \$ | 558.07   |
| 68 | Nextel                      | Cell Phone Service                      | \$ | 47.10    |
| 69 | Progress Energy             | Electric Service                        | \$ | 107.29   |
| 70 | Terminix                    | Monthly Pest Control Contract           | \$ | 9.49     |

**COMMUNITY RE-DEVELOPMENT**

|    |                             |                                        |    |          |
|----|-----------------------------|----------------------------------------|----|----------|
| 71 | Payroll                     | April 10, 2011 Pay Period - 1 Employee | \$ | 2,773.50 |
| 72 | Dept of Management Services | Telephone Service                      | \$ | 4.52     |
| 73 | Dept of Management Services | Telephone Service                      | \$ | 6.08     |
| 74 | Nextel                      | Cell Phone Service                     | \$ | 23.55    |
| 75 | PGIT                        | Workers Comp Insurance                 | \$ | 28.66    |

**PARKS AND RECREATION**

|    |                             |                                                   |    |          |
|----|-----------------------------|---------------------------------------------------|----|----------|
| 76 | Payroll                     | April 10, 2011 Pay Period - 6 Employees           | \$ | 8,003.95 |
| 77 | Advanced Auto Parts         | Water Outlet, Thermostat, Water Gasket, Oil, Etc. | \$ | 25.65    |
| 78 | Century Link                | Telephone Service                                 | \$ | 33.91    |
| 79 | Dept of Management Services | Telephone Service                                 | \$ | 4.52     |
| 80 | Dept of Management Services | Telephone Service                                 | \$ | 6.08     |
| 81 | Maggio Enterprises, Inc     | Paper and Cleaning Products                       | \$ | 201.49   |
| 82 | Nextel                      | Cell Phone Service                                | \$ | 96.19    |
| 83 | PGIT                        | Workers Comp Insurance                            | \$ | 723.19   |
| 84 | Progress Energy             | Electric Service                                  | \$ | 109.45   |
| 85 | Sumter Electric             | Electric Service                                  | \$ | 605.07   |

**COMMUNITY CENTER & OXFORD COMMUNITY CENTER**

|    |                         |                               |    |          |
|----|-------------------------|-------------------------------|----|----------|
| 86 | Car Quest Auto Parts    | Halogen Sealed Beam           | \$ | 8.36     |
| 87 | Maggio Enterprises, Inc | Paper and Cleaning Products   | \$ | 562.39   |
| 88 | Resource One            | Cleaning Supplies             | \$ | 106.45   |
| 89 | Sumter Electric         | Electric Service              | \$ | 1,045.95 |
| 90 | Terminix                | Monthly Pest Control Contract | \$ | 50.00    |

**PHYSICAL ENVIRONMENT ADMINISTRATIVE DEPARTMENT**

|    |                             |                                         |    |          |
|----|-----------------------------|-----------------------------------------|----|----------|
| 91 | Payroll                     | April 10, 2011 Pay Period - 3 Employees | \$ | 5,267.19 |
| 92 | Dart Electronics, Inc       | Fire Alarm Monitoring                   | \$ | 37.42    |
| 93 | Dept of Management Services | Telephone Service                       | \$ | 4.52     |
| 94 | Dept of Management Services | Telephone Service                       | \$ | 6.08     |
| 95 | Maggio Enterprises, Inc     | Paper and Cleaning Products             | \$ | 41.17    |
| 96 | Martronics                  | Batteries                               | \$ | 7.06     |
| 97 | Office Depot                | Office Supplies                         | \$ | 6.39     |
| 98 | PGIT                        | Workers Comp Insurance                  | \$ | 58.38    |

**WATER DEPARTMENT**

|     |                                    |                                                 |    |           |
|-----|------------------------------------|-------------------------------------------------|----|-----------|
| 99  | Payroll                            | April 10, 2011 Pay Period - 10 Employees        | \$ | 17,825.91 |
| 100 | Advanced Auto Parts                | Window Motor, Window Regulator, Master Brake    | \$ | 183.33    |
| 101 | A.W.K. Industries, Inc             | Repaired Flow Meter Grounding                   | \$ | 300.00    |
| 102 | Car Quest Auto Parts               | Water Pump,Oil Filter, Air, Etc.                | \$ | 126.35    |
| 103 | Dept of Management Services        | Telephone Service                               | \$ | 1.59      |
| 104 | Dept of Management Services        | Telephone Service                               | \$ | 5.30      |
| 105 | Ferguson Enterprises, Inc          | Dual Check Valves, Ball Curb, Wrap Clamp        | \$ | 2,658.06  |
| 106 | FL Water & Pollution Control Oper. | Memberships                                     | \$ | 75.00     |
| 107 | HD Supply WaterWorks               | Blue PE Tubing                                  | \$ | 135.00    |
| 108 | Interstate Electrical Services     | Renovation Coleman Wtr Plant, Gate Board Repair | \$ | 17,014.10 |
| 109 | J.W.J. Inc.                        | Directional Bore 50' of Conduit                 | \$ | 750.00    |
| 110 | Martronics                         | Batteries                                       | \$ | 16.30     |
| 111 | Nextel                             | Cell Phone Service                              | \$ | 118.15    |
| 112 | Office Depot                       | Office Supplies                                 | \$ | 133.12    |
| 113 | PGIT                               | Workers Comp Insurance                          | \$ | 1,690.10  |
| 114 | Progress Energy                    | Electric Service                                | \$ | 1,422.49  |
| 115 | Rainey Construction Co.            | Hauling away of Materials                       | \$ | 1,680.00  |
| 116 | Southern Analytical Laboratories   | Environmental Testing                           | \$ | 2,750.00  |
| 117 | Sumter Electric                    | Electric Service                                | \$ | 1,933.07  |
| 118 | Sunstate Meter & Supply, Inc       | 4" Tru Flo Housing Gasket, Chamber Assembly     | \$ | 52.96     |
| 119 | Terminix                           | Monthly Pest Control Contract                   | \$ | 50.00     |
| 120 | The Dumont Company, Inc.           | Clear Flow PT - 8037 Corrosion Inhibitor        | \$ | 1,784.25  |
| 121 | The Sherwin-Williams, Co.          | Paint                                           | \$ | 103.17    |
| 122 | UPS                                | Postage                                         | \$ | 5.77      |
| 123 | Verizon                            | Broadband Service                               | \$ | 40.01     |

**WASTEWATER DEPARTMENT**

|     |                             |                                                  |    |           |
|-----|-----------------------------|--------------------------------------------------|----|-----------|
| 124 | Payroll                     | April 10, 2011 Pay Period - 14 Employees         | \$ | 29,966.04 |
| 125 | Advanced Auto Parts         | Halogen, Oil                                     | \$ | 14.18     |
| 126 | Almac Unlimited, Inc        | Raincoats, Glasses                               | \$ | 300.09    |
| 127 | Car Quest Auto Parts        | Sensor, Booster Cable Clamp, Fuel Filter, V-Belt | \$ | 132.35    |
| 128 | Century Link                | Telephone Service                                | \$ | 108.53    |
| 129 | Culligan                    | Bottled Water                                    | \$ | 55.48     |
| 130 | Dept of Management Services | Telephone Service                                | \$ | 3.38      |
| 131 | Dept of Management Services | Telephone Service                                | \$ | 4.35      |

|     |                                    |                                                    |    |          |
|-----|------------------------------------|----------------------------------------------------|----|----------|
| 132 | FL Water & Pollution Control Oper. | Memberships                                        | \$ | 50.00    |
| 133 | Grainger                           | Barricade Lights, Lantern Battery                  | \$ | 245.28   |
| 134 | HACH                               | Agar Tubes, Tryptose Broth, TOT Alkalinity, Etc    | \$ | 425.20   |
| 135 | Hardy Diagnostics                  | FC Broth w/Rosolic Acid                            | \$ | 664.61   |
| 136 | HD Supply WaterWorks               | PVC Pipe,Glands, Restraints                        | \$ | 55.01    |
| 137 | HF Scientific, Inc                 | Calkit, Cal Set Pocket, Cal Std                    | \$ | 468.99   |
| 138 | ITT Water & Wastewater USA         | Submersible Pump                                   | \$ | 6,744.00 |
| 139 | Luzadder, Inc                      | Motor Control,Modify Buckets, Remove Old Wire      | \$ | 960.00   |
| 140 | Maggio Enterprises, Inc            | Paper and Cleaning Products                        | \$ | 505.19   |
| 141 | MMD Computer Center, Inc           | Repaired Damaged Port                              | \$ | 25.00    |
| 142 | Nextel                             | Cell Phone Service                                 | \$ | 113.28   |
| 143 | Odyssey                            | Hypochlorite Solutions                             | \$ | 2,639.40 |
| 144 | Oxford Pipeline Inc                | Excavate Pit, Bore & Install 2" Casing Under Rdway | \$ | 360.00   |
| 145 | PGIT                               | Workers Comp Insurance                             | \$ | 1,678.55 |
| 146 | Pro Chem                           | Microcide, Wash n Wax, Clear View, Etc             | \$ | 483.98   |
| 147 | Progress Energy                    | Electric Service                                   | \$ | 1,102.20 |
| 148 | Rocha Controls                     | Service on SCADA kept Locking Up                   | \$ | 880.00   |
| 149 | Sigma Aldrich                      | Total Residual,Residue, Simple Nutrients, Etc.     | \$ | 344.00   |
| 150 | Sumter Electric                    | Electric Service                                   | \$ | 703.08   |
| 151 | Terminix                           | Monthly Pest Control Contract                      | \$ | 25.00    |
| 152 | Test America                       | Environmental Testing                              | \$ | 84.00    |
| 153 | UPS                                | Postage                                            | \$ | 18.68    |
| 154 | VWR International                  | Filter Paper, Detergent Alconox,Machine Detergent  | \$ | 534.61   |

**GREENWOOD CEMETERY**

|     |                 |                  |    |       |
|-----|-----------------|------------------|----|-------|
| 155 | Progress Energy | Electric Service | \$ | 12.79 |
|-----|-----------------|------------------|----|-------|

**ATTORNEYS/CONSULTANTS/SURVEYORS**

|     |                                |                    |    |           |
|-----|--------------------------------|--------------------|----|-----------|
| 156 | Barnes, Ferland & Associates   | Engineers          | \$ | 11,657.09 |
| 157 | Potter Clement Lowry           | Special Magistrate | \$ | 857.50    |
| 158 | Verrando Engineering Co., Inc. | HVAC Survey Report | \$ | 8,820.00  |

**FUEL INVENTORY**

|     |                               |                           |    |           |
|-----|-------------------------------|---------------------------|----|-----------|
| 159 | Stone Petroleum Products, Inc | Regular Unleaded Gasoline | \$ | 12,582.60 |
| 160 | Stone Petroleum Products, Inc | Ultra Low Sulfur Diesel   | \$ | 3,791.00  |

|              |  |  |    |                   |
|--------------|--|--|----|-------------------|
| <b>TOTAL</b> |  |  | \$ | <b>285,171.04</b> |
|--------------|--|--|----|-------------------|

CITY COMMISSION  
 CITY OF WILDWOOD, FLORIDA

SEAL

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

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

**CITY OF WILDWOOD  
EXECUTIVE SUMMARY**

**3. NEW BUSINESS-ACTION REQUIRED**  
g. (1) General Items for  
Discussion/Approval  
Review/approval of the Municipal Election  
Agreement for services with county  
supervisor and COW

**SUBJECT:** Unity Block Party  
**REQUESTED ACTION:** Board Option

Work Session (Report Only)      **DATE OF MEETING:** 3/25/11  
 Regular Meeting                       Special Meeting

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

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

**HISTORY/FACTS/ISSUES:**

Mayor & Commission,

The Wildwood Community Development Center, Inc has submitted an application for approval of a "Unity Block Party" Event to be held on May 21<sup>st</sup>. This event will be held from 12:00 noon to 7:00 pm and will require the blockade of Jackson Street from Moss to Terry St. Secondary access will be provided through Pitt St. Police and Public Works have reviewed the application and have provided their comments to the organizers of the event. Staff required signatures of those properties being blocked in because of the event to sign off on the fact that there may be a delay of emergency response to their residence because of the blockade. Those signatures are on the attached letter. This requires Commission approval due to the blockade of the roadway.

Regards,  
  
Robert Smith

WILDWOOD COMMUNITY DEVELOPMENT CENTER, INC.

April 21, 2011

Robert Smith, Esq.,  
City Manager  
City Hall  
100 North Main Street  
Wildwood, Florida 34785

Re: Unity Block Party

Dear Mr. Smith:

In connection with the upcoming May 21<sup>st</sup> block party on Jackson St., enclosed please find the completed Temporary Use/Special Event Application. We sincerely appreciate your courtesy regarding this matter.

If you have any questions or require additional information, please feel free to contact me at 352-748-7770 or email [peacemakerone@earthlink.net](mailto:peacemakerone@earthlink.net).

Thank you kindly.

Sincerely,



Sam Saleem,  
Vice-President

Encl.



**City of Wildwood, Florida**  
**Development Services Department**  
100 N. Main St., Wildwood, FL 34785  
Tel: 352.330.1330 Fax: 352.330.1334  
www.wildwood-fl.gov

*Staff Use Only*  
Fee Paid: \_\_\_\_\_  
Method of Payment: \_\_\_\_\_  
Receipt Number: \_\_\_\_\_

### Temporary Use/Special Event Application

Applicant's Name: Sam Saleem

Business/Organization Name: Wildwood Community Development Center, Inc.

Address: 500 York Street, Wildwood, FL 34785

Phone: 352-748-3562 Email: \_\_\_\_\_

Property Owner(s): As indicated in separate letter to City Manager.

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Type of Event: Community Unity Block Party on Jackson St.

Proposed Use: Block Party

Beginning Date: May 21, 2011 Ending Date: May 21, 2011 Hours of Operation: 12:00 noon -7:00 pm

**Property Information:**

Address (if any): \_\_\_\_\_

Parcel Number(s): \_\_\_\_\_ Current Zoning: \_\_\_\_\_

The following items must be submitted at least three (3) weeks prior to event start date for application to be reviewed.  
The proposed use must meet all criteria set forth in the City of Wildwood Ordinance No. 476.

- \$100.00 non-refundable application fee (per site).
- Notarized, dated permission letter from the property owner(s).
- Letter stating times and dates of the event.
- Site plan indicating the placement of all materials and outlining the traffic flow and any other pertinent information.
- If a tent will be used for the event, a copy of the flame-retardant seal must be provided.
- Copy of State of Florida Dept. of Highway Safety and Motor Vehicles License.
- State of Florida Dept. of Highway Safety and Motor Vehicles Temporary "supplemental" application (form HSMV 86042).
- List of phone numbers and contact information on-site.

A fire safety inspection must be completed prior to start of sale (contact Sumter County Fire Department upon approval of permit).

Applicant's Signature: *Sam Saleem* Date: 4/21/11

*Staff Use Only*  
Conditions: \_\_\_\_\_  
Application Approved By: \_\_\_\_\_ Date: \_\_\_\_\_

WILDWOOD COMMUNITY DEVELOPMENT CENTER, INC.

April 18, 2011

Robert Smith, Esq.,  
City Manager  
City Hall  
100 North Main Street  
Wildwood, Florida 34785

Re: Unity Block Party

Dear Mr. Smith:

We seek your approval to sponsor a Unity Block Party to be held on Jackson St. on May 21, 2011 from 12:00 Noon to 7:00 PM. Attached is a drawing showing the set up for the location on Jackson St. that we intend to use.

In connection with this request, we understand that if approval is granted, it may result in a delay regarding Jackson St. emergency response from the city. Signatures from key residents on the block are shown below as a part of this request.

If you have any questions concerning this event, please feel free to contact me at 352-748-7770 or email [peacemakerone@earthlink.net](mailto:peacemakerone@earthlink.net).

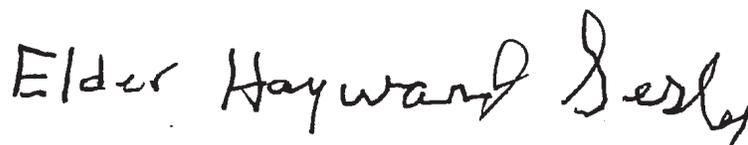
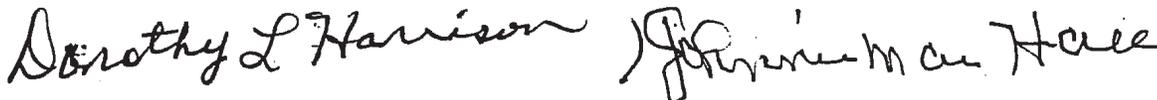
Thank you kindly.

Sincerely,

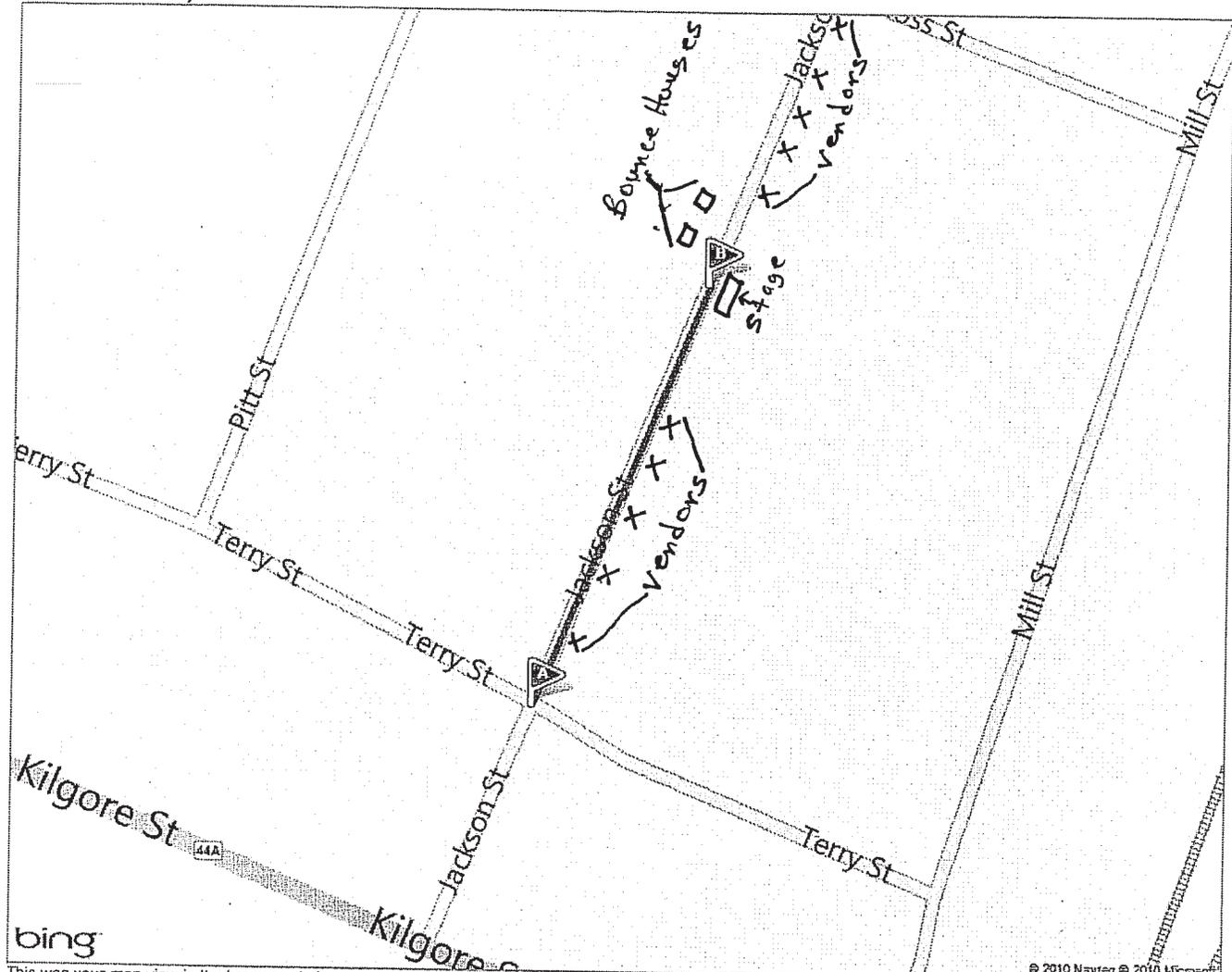


Sam Saleem,  
Vice-President

Encl.



Route: 0.1 mi, < 1 min

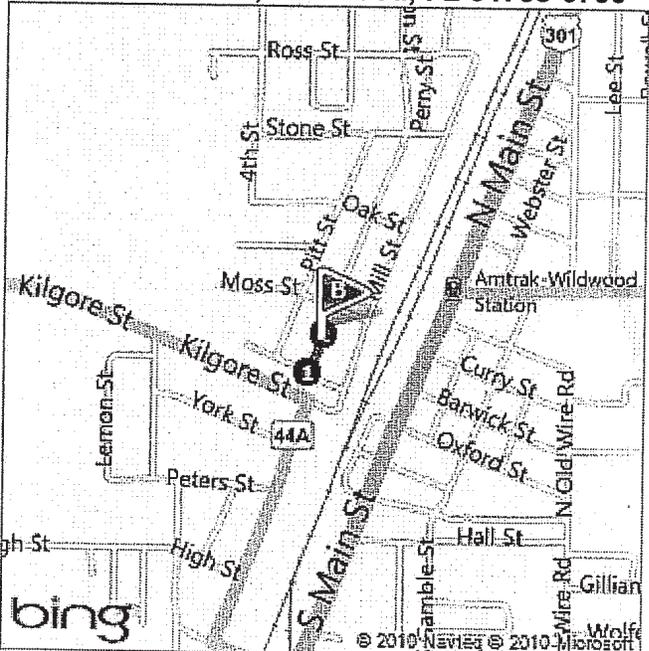


This was your map view in the browser window.

A: Jackson St & Terry St, Wildwood, FL 34785



B: 209 Jackson St, Wildwood, FL 34785-3706



# 1st Annual Unity Block Party

3. NEW BUSINESS-ACTION REQUIRED g. (1) General Items for Discussion/Approval  
Review/approval of the Municipal Election Agreement for services with county supervisor and COW

*Come and Walk it out  
With Us  
A Day of Fun  
In  
The Sun*

**Food**

*Food  
Vendors*

**Bounce**

*Bounce  
House*

**Live Music**

*Live Music  
Entertainment*

**Date: May 21, 2011**

**Time: 12:00 noon – 7:00 p.m.**

**Place: Jackson St. Wildwood**

**Contact Information: Norval Scott (Pres.) 352-617-3148**

**Robert Hannah**

**Yvonne Jackson**

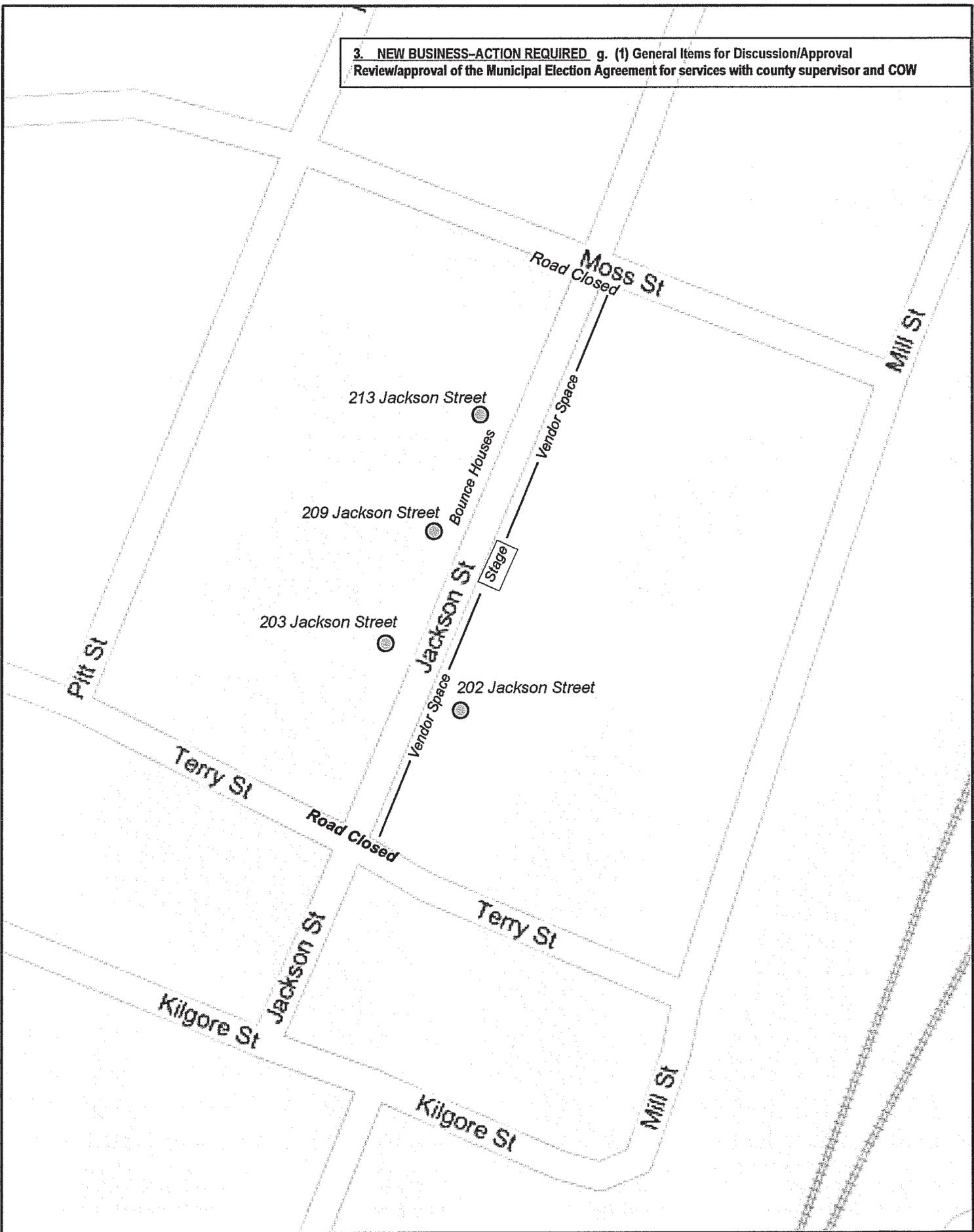
**Jackie Gardner**

**Vendors**

**Asst. Sec. Entertainment**

**Secretary**

**3. NEW BUSINESS-ACTION REQUIRED g. (f) General Items for Discussion/Approval**  
**Review/approval of the Municipal Election Agreement for services with county supervisor and COW**



1 inch = 100 feet

**Proposed Unity Block Party**  
**Jackson Street Closure**  
**From Terry Street to Moss Street**





FLORIDA  
DEPARTMENT of  
CORRECTIONS

Governor  
**RICK SCOTT**

Secretary  
**EDWIN G. BUSS**

An Equal Opportunity Employer

2601 Blair Stone Road • Tallahassee, FL 32399-2500

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

April 8, 2011



Gene Kornegay, Director  
City of Wildwood Public Works Department  
410 Grey Street  
Wildwood, Florida 34785

RE: WS563 – City of Wildwood

Dear Mr. Kornegay:

Contract WS563 between the Department of Corrections and the City of Wildwood will expire on October 1, 2011. Accordingly, I am attaching a draft Contract and a revised Addendum A for your review as well as a Contract Expiration Notice (CEN) relative to the replacement of this contract.

Please review the draft Contract and Addendum A, and print and complete the CEN and return it to my attention no later than Friday, May 6, 2011.

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

Sincerely,

A handwritten signature in cursive script that reads "Emily M. Phelps".

Emily M. Phelps  
Correctional Services Consultant

/emp  
Attachments

DEPARTMENT OF CORRECTIONS  
BUREAU OF PROCUREMENT & SUPPLY  
CONTRACT EXPIRATION NOTIFICATION

DATE: April 8, 2011  
TO: Gene Kornegay, City of Wildwood Public Works Director  
FROM: Emily Phelps, Correctional Services Consultant  
RE: Contract WS563: Sumter CI – City of Wildwood  
Work Squads of 1 Correctional Officer and 10 Inmates each  
Expires: October 1, 2011

**NOTE:** The above-referenced contract will expire on the above listed date.

Please indicate your preference:

- Do not renew. **Note:** Contract will expire on date specified.
- Process new contract.

**CONTRACTOR PERFORMANCE**

Based on monitoring performed during the contract period, please answer the questions below:

1. Did the Work Squad provide services (according to the entire scope of service) outlined in the above-referenced contract:

- a. were necessary reports provided in the required timeframe?  Yes  No  N/A
- b. were invoices submitted in the required timeframe?  Yes  No  N/A
- c. were services delivered in accordance with the terms & conditions?  Yes  No

2. Please explain any "negative" responses and attach documentation, if applicable. \

3. Rate the overall performance of service as outlined in the Scope of Service under the contract identified above:

\_\_\_\_\_ Excellent \_\_\_\_\_ Good \_\_\_\_\_ Satisfactory \_\_\_\_\_ Unacceptable  
90% or better compliance 89%-75% compliance 74%-60% compliance 59% or below

If Unacceptable is checked, you are requested to provide an explanation.

SIGNED: \_\_\_\_\_ (Date) \_\_\_\_\_  
Agency Representative

If you have any questions, please contact Emily Phelps at (850) 410-4573.

**PLEASE RETURN THIS FORM AS SOON AS POSSIBLE TO:**

*Emily Phelps, Bureau of Institutional Support  
2601 Blair Stone Road  
Tallahassee, Florida 32399-2500*

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

This Contract is between the Florida Department of Corrections ("Department") and City of Wildwood ("Agency") which are the parties hereto.

**WITNESSETH**

WHEREAS, Section 944.10(7) and Section 946.40, Florida Statutes and Rules 33-601.201 and 33-601.202, Florida Administrative Code, provide for the use of inmate labor in work programs;

WHEREAS, inmate labor will be used for the purposes of providing services and performing work under the supervision of the Department's staff;

WHEREAS, City of Wildwood is a qualified and willing participant with the Department to contract for an inmate work squad(s); and

WHEREAS, the parties hereto find it to be in their best interests to enter into this Contract, and in recognition of the mutual benefits and considerations set forth, the parties hereto covenant and agree as follows:

**I. CONTRACT TERM/RENEWAL**

**A. Contract Term**

This Contract shall begin on October 2, 2011 or the last date of signature by all parties, whichever is later.

This Contract shall end at midnight one (1) year(s) from the last date of signature by all parties or October 1, 2012, whichever is later. In the event this Contract is signed by the parties on different dates, the latter date shall control.

**B. Contract Renewal**

This Contract may be renewed, at the option of the Agency, for one (1) additional one (1) year period after the initial Contract period upon the same terms and conditions contained herein. The Contract renewal is at the Agency's initiative with the concurrence of the Department. The Agency, if it desires to renew this Contract, shall exercise its option no later than sixty (60) days prior to the Contract expiration.

## II. SCOPE OF CONTRACT

### A. Administrative Functions

1. Each party shall cooperate with the other in any litigation or claims against the other party as a result of unlawful acts committed by an inmate(s) performing services under this Contract between the parties.
2. Each party will retain responsibility for its personnel, and its fiscal and general administrative services to support this Contract.
3. Through their designated representatives, the parties shall collaborate on the development of policies and operational procedures for the effective management and operation of this Contract.

### B. Description of Services

#### 1. Responsibilities of the Department

- a. Pursuant to Chapter 33-601.202(2)(a), F.A.C., supervision of the work squad(s) will be provided by the Department. The Department shall provide one (1) Correctional Work Squad Officer position(s) to supervise an inmate work squad(s). This Contract provides for one (1) Work Squad(s) of up to ten (10) inmates.
- b. The Department shall ensure the availability of the work squad(s) except: when weather conditions are such that to check the squad(s) out would breach good security practices; when the absence of the Correctional Work Squad Officer is necessary for reasons of required participation in training or approved use of leave; when the Officer's presence is required at the institution to assist with an emergency situation; when the officer is ill; or when the Correctional Work Squad Officer position is vacant. In the event a position becomes vacant, the Department shall make every effort to fill the position(s) within five (5) working days.
- c. For security and other reasons, the Department shall keep physical custody of the vehicles, trailers, and all tools, equipment, supplies, materials and personal work items (gloves, boots, hard hats, etc.) furnished by the Agency. (The Department shall maintain an inventory of all property, expendable and non-expendable, provided by the Agency, which is in the care, custody, and control of the Department.) A hand receipt shall be signed by the Department's Work Squad Supervisor upon the issuance and return of non-expendable items.
- d. In the event of damage to property as a result of an accident charged to a Department employee or blatant acts of vandalism by inmates, or loss of tools and equipment, the Agency may request that the Department replace or repair to previous condition the damaged or lost property.
- e. The Department shall be reimbursed by the Agency for the Department's costs associated with this Contract in accordance with Addendum A.

Once the Agency reimburses the Department for the costs reflected on Addendum A, Section IV., these items will be placed on the Department's property records, as appropriate, and upon the end or termination of this Contract such items will be transferred to the Agency.

- f. The Department shall, to the maximum extent possible, maintain stability in the inmate work force assigned to the work squad on a day-to-day basis in order to maximize the effectiveness of the work squad.
- g. The Department shall provide food and drinks for inmates' lunches.
- h. The Department shall be responsible for the apprehension of an escapee and handling of problem inmates. The Department shall provide transportation from the work site to the correctional facility for inmates who refuse to work, become unable to work, or cause a disruption in the work schedule.
- i. The Department shall be responsible for administering all disciplinary action taken against an inmate for infractions committed while performing work under this Contract.
- j. The Department shall provide for medical treatment of ill or injured inmates and transportation of such inmates.
- k. The Department shall provide inmates with all personal items of clothing appropriate for the season of the year.
- l. The Department shall be responsible for driving the Correctional Work Squad Officer and the inmates to and from the work site.
- m. Both parties agree that the Department is making no representations as to the level of skills of the work squad.

2. Responsibilities of the Agency

- a. The Agency shall periodically provide the Department's Contract Manager with a schedule of work to be accomplished under the terms of this Contract. Deviation from the established schedule shall be reported to, and coordinated with, the Department.
- b. If required, the Agency shall obtain licenses or permits for the work to be performed. The Agency shall provide supervision and guidance for projects that require a permit or which require technical assistance to complete the project.
- c. The Agency shall ensure that all projects utilizing inmates are authorized projects of the municipality, city, county, governmental Agency, or non-profit organization and that private contractors employed by the Agency do not use inmates as any part of their labor force.

- d. The Agency shall retain ownership of any vehicles or equipment provided by the Agency for the work squad. The Agency shall maintain its own inventory of transportation, tools and equipment belonging to the Agency.
- e. The Agency shall provide vehicles for transportation of the work squads.

3. Communications Equipment

It is the intent of this Contract that the Work Squad have and maintain communication with the institution at all times. A method of communication (radios, cellular phone, etc.), shall be provided at no cost to the Department. The Agency shall provide a primary method of communication that shall be approved by the Contract Manager in writing prior to assignment of the work squad. Depending upon the method of communication provided, the Contract Manager may require a secondary or back-up method of communication.

All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department at no cost to the Agency upon the end or termination of this Contract. Under no circumstances shall the Agency accept the return of radio communications equipment provided to the Department under this Contract until such time as the radio communications equipment has been deprogrammed by the Department.

At the end or termination of this Contract, the Department's Contract Manager will contact the Department's Utility Systems/Communications Engineer in the Bureau of Field Support Services, Central Office, to effect the deprogramming of radio communications equipment provided by the Agency.

a. Vehicle Mounted Radios:

Vehicles provided by the Agency that are or that will be equipped with a mobile/vehicle mounted radio programmed to the Department's radio frequency(ies) will be retained by the Department to ensure security of the communication equipment except for short durations dictated by the need for vehicle and/or communications equipment maintenance and/or repair. The use of these vehicle(s) during the period covered by this Contract shall not be for any purpose other than as indicated in this Contract.

b. Hand Held Radios:

Hand held radios provided by the Agency that are or that will be programmed to the Department's radio frequency(ies) will be retained by the Department to ensure security of the communication equipment except for short durations dictated by the need for maintenance and/or repair. The use of any hand held radio(s) provided by the Agency that is programmed to a Department radio frequency utilized by the Agency during the period covered by this Contract shall not be for any purpose other than as indicated in this Contract.

c. Cellular Phones:

Cellular phones may be utilized by the work squad officer as either a primary or secondary means of communication as approved by the Contract Manager. The Contract Manager shall designate whether the usage of a cellular phone is required on Addendum A. The cellular phone will be retained by the Department and upon the end or termination of this Contract, returned to the Agency. The use of the cellular phone is not authorized for any purposes other than as indicated in this Contract.

4. Other Equipment

The Contract Manager shall determine if an enclosed trailer is required for the work squad to transport tools and equipment utilized in the performance of this Contract and shall notify the Agency when a trailer is necessary. The Contract Manager shall designate whether the usage of an enclosed trailer is required on Addendum A.

If a trailer for the work squad is provided by the Agency at no cost to the Department, and the Department maintains the trailer when the squad is not working, the Agency shall provide an enclosed trailer that can be secured when not in use. All tools and equipment utilized by the work squad shall be secured in the trailer. Upon the end or termination of this Contract, the trailer will be returned to the Agency.

III. **COMPENSATION**

A. Payment to the Department

1. **Total Operating Capital To Be Advanced By Agency**, as delineated in Section V., of Addendum A, shall be due and payable upon execution of the Contract. The Department will not proceed with the purchase until payment, in full, has been received and processed by the Department's Bureau of Finance and Accounting. Delays in receipt of these funds may result in start-up postponement or interruption of the services provided by the Work Squad.
2. **Total Costs To Be Billed To Agency By Contract**, as delineated in Section VI., of Addendum A, will be made quarterly, in advance, with the first payment equaling one-fourth of the total amount, due within two (2) weeks after the effective date of the Contract. The second quarterly payment is due no later than the 20<sup>th</sup> day of the last month of the first Contract quarter. Payment for subsequent consecutive quarters shall be received no later than the 20<sup>th</sup> day of the last month of the preceding Contract quarter.
3. In the event the Correctional Work Squad Officer position becomes vacant and remains vacant for a period of more than five (5) working days, the next or subsequent billing will be adjusted by the Department for services not provided.
4. The Agency shall insure any vehicles owned by the Agency used under this Contract.
5. The rate of compensation shall remain in effect through the term of the Contract or subsequent to legislative change. In the event there is an increase/decrease in costs identified in Addendum A, this Contract shall be amended to adjust to such new rates.

B. Official Payee

The name and address of the Department's official payee to whom payment shall be made is as follows:

Department of Corrections  
Bureau of Finance and Accounting  
Attn: Professional Accountant Supervisor  
Centerville Station  
Call Box 13600  
Tallahassee, Florida 32317-3600

C. Submission of Invoice(s)

The name, address and phone number of the Agency's official representative to whom invoices shall be submitted to is as follows:

Joseph Jacobs, City Clerk  
City of Wildwood  
100 North Main Street  
Telephone: 352-330-1330, ext 102  
Fax: 352-330-1338  
[jacobs-wildwood@cfl.rr.com](mailto:jacobs-wildwood@cfl.rr.com)

IV. **CONTRACT MANAGEMENT**

The Department will be responsible for the project management of this Contract. The Department has assigned the following named individuals, address and phone number as indicated, as Contract Manager and Contract Administrator for the Project.

A. Department's Contract Manager

The Warden of the Correctional Institution represented in this Contract is designated Contract Manager for the Department and is responsible for enforcing performance of the Contract terms and conditions and shall serve as a liaison with the Agency. The position, address and telephone number of the Department's Contract Manager for this Contract is:

Warden  
Sumter Correctional Institution  
9544 County Road 476B  
Bushnell, FL 33513  
Telephone: (352) 569-6100

B. Department's Contract Administrator

The Chief, Bureau of Procurement and Supply is designated Contract Administrator for the Department and is responsible for maintaining a Contract file on this Contract service and will serve as a liaison with the Contract Manager for the Department. The name, address and telephone number of the Department's Contract Administrator for this Contract is:

Chief, Bureau of Procurement and Supply  
Florida Department of Corrections  
2601 Blair Stone Road  
Tallahassee, Florida 32399-2500  
Telephone: (850) 488-6671  
Fax: (850) 922-8897

C. Agency's Representative

The name, address and telephone number of the representative of the Agency is:

Gene Kornegay, Director (PLEASE VERIFY AGENCY INFORMATION)  
City of Wildwood Public Works  
410 Grey Street  
Wildwood, Florida 34783  
Telephone: (352) 330-1341  
Fax: (352) 330-1353

D. Changes to Designees

In the event that different representatives are designated by either party after execution of this Contract, notice of the name and address of the new representatives will be rendered in writing to the other party and said notification attached to originals of this Contract.

V. **CONTRACT MODIFICATIONS**

Modifications to provisions of this Contract shall only be valid when they have been rendered in writing and duly signed by both parties. The parties agree to renegotiate this Contract if stated revisions of any applicable laws, regulations or increases/decreases in allocations make changes to this Contract necessary.

VI. **TERMINATION/CANCELLATION**

Termination at Will

This Contract may be terminated by the Agency upon no less than sixty (60) calendar days notice and upon no less than thirty (30) calendar days by the Department, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. In the event of termination, the Department shall be paid for all costs incurred and hours worked up to the time of termination. The Department shall reimburse the Agency for any advance payments, prorated as of the last day worked.

VII. **CONDITIONS**

A. Records

The Department and the Agency agree to maintain books, records and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices.

The Department and the Agency agree to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119 of the Florida Statutes, and made or received by the Agency in conjunction with this Contract. It is expressly understood that substantial evidence of either the Department's or the Agency's refusal to comply with this provision shall constitute a breach of Contract.

B. Annual Appropriation

The Department's performance under this Contract is contingent upon an annual appropriation by the legislature. It is also contingent upon receipt of payments as outlined in Addendum A and in Section III, COMPENSATION.

C. Disputes

Any dispute concerning performance of the Contract shall be resolved informally by the Contract Manager. Any dispute that can not be resolved informally shall be reduced to writing and delivered to the Assistant Secretary of Institutions. The Assistant Secretary of Institutions, shall decide the dispute, reduce the decision to writing, and deliver a copy to the Agency with a copy to the Contract Administrator and Contract Manager.

D. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, civil, or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, water, wind, lightning, strikes, labor disputes, shortages of suitable parts, materials, labor, or transportation to the extent such events are beyond the reasonable control of the party claiming excuse from liability resulting there from.

E. Severability

The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof and this Contract shall be construed in all respects as if such invalid or unenforceable provision was omitted.

F. Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Agency as a result of any discussions with any Department employee. Only those communications which are in writing from the Department's administrative or project staff identified in Section IV, CONTRACT MANAGEMENT, of this Contract shall be considered as a duly authorized expression on behalf of the Department. Only communications from the Agency that are signed and in writing will be recognized by the Department as duly authorized expressions on behalf of the Agency.

G. No Third Party Beneficiaries

Except as otherwise expressly provided herein, neither this Contract, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

Waiver of breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

This Contract will be governed by and construed in accordance with the laws of the State of Florida. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

This Contract and Addendum A contain all of the terms and conditions agreed upon by the parties.

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

**AGENCY: CITY OF WILDWOOD**

SIGNED **DRAFT – DO NOT SIGN**  
BY: \_\_\_\_\_

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

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

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

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

**DEPARTMENT OF CORRECTIONS**

**Approved as to form and legality,  
subject to execution.**

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

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

NAME: **Edwin G. Buss**

NAME: **Jennifer A. Parker**

TITLE: **Secretary  
Department of Corrections**

TITLE: **General Counsel  
Department of Corrections**

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

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

Addendum A

Inmate Work Squad Detail of Costs for City of Wildwood  
 Interagency Contract Number WSXXX Effective October 1, 2011  
 \*\*\*ENTER MULTIPLIERS IN SHADED BOXES ONLY IF TO BE INVOICED TO AGENCY\*\*\*

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

|                                                   | # Officer: | Multiplier | Per Officer Annual Cost | Total              |
|---------------------------------------------------|------------|------------|-------------------------|--------------------|
| Officers Salary                                   | 1          |            | \$ 54,194.00            | ← up \$ 1,465.00   |
| Salary Incentive Payment                          |            |            | \$ 1,128.00             |                    |
| Repair and Maintenance                            |            |            | \$ 121.00               |                    |
| State Personnel Assessment                        |            |            | \$ 399.00               | ← up \$1.00        |
| Training/Criminal Justice Standards               |            |            | \$ 200.00               |                    |
| Uniform Purchase                                  |            |            | \$ 400.00               |                    |
| Uniform Maintenance                               |            |            | \$ 350.00               |                    |
| Training/Criminal Justice Standards *             |            |            | \$ 1,642.00             | ← up \$ 142.00     |
| Technology Fee                                    |            |            | \$ 462.00               | ← up \$ 71.00      |
| <b>TOTAL - To Be Billed By Contract To Agency</b> |            |            | <b>\$ 58,896.00</b>     | <b>\$ 1,679.00</b> |

\*Cost limited to first year of contract as this is not a recurring personnel/position cost.  
 \*\* Annual cost does not include overtime pay.  
 IA. The Overtime Hourly Rate of Compensation for this Contract is \$31.85, if applicable. (The Hourly Rate of Compensation shall include the average hourly rate of pay for a Correctional Officer average benefit package provided by the department, represented as time and one half for purp. Contract.)  
 THIS YR. \$ 58,896.00  
 LAST YR. -57,217.00  
 \$ 1,679.00

II. ADMINISTRATIVE COSTS TO BE REIMBURSED BY THE AGENCY:

Costs include but may not be limited to the following:  
 Rain coats, staff high visibility safety vest, inmate high visibility safety vest, fire extinguisher, first aid kit, personal protection kit, flex cuffs, warning signs, handcuffs, Igloo coolers, portable toilets, insect repellants, masks, vaccinations, and other administrative expenses.

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

| Number Squads | Total Annual Cost |
|---------------|-------------------|
| 1             | \$ 750.00         |
|               | \$ 750.00         |

III. ADDITIONAL AGENCY EXPENSES:

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

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

NEW BUSINESS ACTION REQUIRED: 2. General items for consideration. Review of the contract from 1/2003 to the present, including items from crew"; and, request approval to have FDOC submit an original Contract for renewal based on the information provided in this draft

**Addendum A**  
**Inmate Work Squad Detail of Costs for City of Wildwood**  
**Interagency Contract Number WSXXX Effective October 1, 2011**

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

Hand Held Radio      MACOM \$4833.00  
 Vehicle Mounted Radio      MACOM \$5119.00

| Per Unit Cost | Number of Units |
|---------------|-----------------|
|               | 1               |

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

| Total Cost |
|------------|
| \$ -       |
| \$ -       |
| \$ -       |

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

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

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

| Total Cost |
|------------|
| \$0.00     |
| \$0.00     |

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

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

| Total Cost  |
|-------------|
| \$57,254.00 |
| \$750.00    |
| \$58,004.00 |

**VII. TOTAL OF ALL COSTS ASSOCIATED WITH CONTRACT:**  
 (Total of Sections V. and VI.)

|             |
|-------------|
| \$58,004.00 |
|-------------|

**VIII. OVERTIME COSTS:**

If the contracting Agency requests overtime for the work squad which is approved by the Department, the contracting Agency agrees to pay such costs and will be billed separately by the Department for the cost of overtime.

3. NEW BUSINESS ACTION REQUIRED - Review of the State Contract with the Agency shall be requested to have FDOC submit an original Contract for renewal based on the information provided in this draft

**Addendum A - INSTRUCTIONS**  
**Inmate Work Squad Detail of Costs for City of Wildwood**  
**Interagency Contract Number WSXXX Effective October 1, 2011**

**Section I.**

Costs in this section are determined each fiscal year by the Budget and Management Evaluation Bureau and are fixed. By entering the number of Officers required for this contract, the spreadsheet will automatically calculate the "Total Annual Cost" column. If this Work Squad is beyond the first year of existence, enter a zero (0) in the "Total Annual Cost" column for "Training/Criminal Justice Standards" after you have entered the "# Officers Multiplier".

**Section II.**

Safety and environmental health procedures require safety measures such as the use of safety signs, vests, and clothing. The Department's procedure for Outside Work Squads requires that all Work Squad Officers be responsible for ensuring their squad is equipped with a first aid kit and a personal protection equipment (PPE) kit. Section II identifies such required equipment. A new squad must be sufficiently equipped and an on-going squad must be re-supplied when needed. Type in the number of squads used for this contract and the spreadsheet will automatically calculate the fixed annual expense of \$750.00 per squad and place the total in Section VI.

**Section III.**

Check "Yes" or "No" to indicate whether a Cellular Phone with Service and/or an Enclosed Trailer is required by the Contract Manager.

**Section IV.**

The Department's procedure for Outside Work Squads requires that they have at least one (1) primary means of direct communication with the Institution's Control Room. Communication via radio and/or cellular phone is appropriate. It is preferred that a backup, secondary means of communication also be available. It is the Agency's responsibility to provide them. If the Department purchases a radio(s), the Agency must fund the purchase at the time the Contract is signed. Check the box for the type of radio and fill in the Per Unit Cost for the type of radio, Number of Units, and Total Cost columns. Leave the Total Cost column blank if a radio(s) is not being purchased at this time. Check applicable boxes ("Bill to Agency", "Provided by Agency" and "Already Exists") for each radio.

**NOTE:** All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department at no cost to the Agency upon the end or termination of this Contract.

**Section V.**

The total funds the Agency must provide at the time the contract is signed will be displayed here when the form is properly filled out.

**Section VI.**

The total funds the Agency will owe contractually, and pay in equal quarterly payments, will be displayed here.

**Section VII.**

The total funds associated with the Contract, to be paid by the Agency as indicated in Sections V. and VI., will be displayed here.

**Section VIII.**

Any agreement in this area will be billed separately as charges are incurred.



**Application for Revenue Sharing 2011-2012 State Fiscal Year  
(Chapter 218, Part II Florida Statutes)**

Application deadline is June 30, 2011  
Mail completed original application to:

Department of Revenue  
Revenue Accounting Subprocess  
P.O. Box 6609  
Tallahassee, FL 32314-6609  
850-617-8586  
REVENUEACCOUNTING@dor.state.fl.us

Please TYPE or PRINT

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

OR

Name of Municipality CITY OF WILDWOOD County SUMTER

Telephone Number 352-330-1330

Fax Telephone Number 352-330-1338

Mayor or Chairman of Governing Body ED WOLF

Chief Fiscal Officer JOSEPH T. JACBOS

E-mail Address jjacobs-wildwood@cfl.rr.com

Official Mailing Address 100 NORTH MAIN STREET  
WILDWOOD, FLORIDA 34785

Check here if the address represents a change from the previous application.

Federal Employer I.D. Number 59-6000450 (required for new participants only).

**Please complete the questions below to determine your eligibility to participate in Revenue Sharing for this fiscal year.**

1. Have you submitted your financial statements for fiscal year ending 09/30/09 to the Department of Financial Services as required by s. 218.32, F.S.?

Yes  No

2. Have you made provisions for annual postaudits of your financial accounts as provided by s. 11.45, F.S.?

Yes  No

05/04/2010  
Date of Audit Report

09/30/2009  
Fiscal Year-End

3. Have you reported on your most recent financial statement revenues equivalent to three mills calculated based on your 1973 taxable values? This revenue should be net of debt service or special millages approved by the voters. The revenue can be generated by a combination of ad valorem tax, utility tax, occupational license tax, or a payment from the county as allowed by s. 125.01, Florida Statutes.

Yes  No

4. If you have a law enforcement department, answer the questions below: **(If you have a contracted or strictly volunteer department, skip to question 5)**

(A) Have your law enforcement officers, as defined by s. 943.10(1), F.S., met the qualifications for employment as established by the Criminal Justice Standards and Training Commission, and do you compensate them at an annual salary rate of six thousand dollars (\$6,000) or more?

Yes  No

(B) Does the salary structure and salary plans for law enforcement officers meet the requirements of Chapter 943 F.S.?

Yes  No

5. If you have a fire department, answer the questions below: **(If you have a contracted or strictly volunteer department, skip to question 6)**

(A) Have your firefighters, as defined by s. 633.30(1), F.S., met the requirements stated in s. 633.34, 633.35, and 633.382 F.S.

Yes  No

(B) Does your fire department employ any full-time firefighters, who currently have either a bachelor's degree or associate degree from a college or university which is applicable to fire department duties, if the degree is not a requirement for their current position?

Yes  No

(C) If so, are these firefighters currently receiving supplemental compensation for those degrees?

Yes  No

6. Are dependent special districts budgeted separately from the general budget of your government? Do they meet the provisions for annual postaudit of their financial accounts in as provided by s. 11.45(3), F.S.?

Yes  No  Does Not Apply

7. Have you met the requirements of s. 200.065, F.S., if applicable? (The annual certification must be within 30 days of adoption of an ordinance or resolution establishing a final property tax levy or, if no property tax is levied, not later than November 1.

Yes  No

The portion of revenue sharing funds which, according to Part II, Chapter 218, F.S., would otherwise be distributed to a unit of local government which has not certified compliance or has otherwise failed to meet the requirements of s. 200.065, F.S., shall be deposited in the General Revenue Fund for the 12 months following a determination of noncompliance by the department.)

I certify that all information is accurate and true to the best of my knowledge. I further certify that I will promptly report to the Department of Revenue any changes in the above information. I also realize that failure to provide timely information required, allows the Department to utilize the best information available. If no such information is available, the Department will take necessary action including disqualification, either partial or entire, and you will waive your right to challenge the determination of the Department to your share of funds, if any, beyond your minimum entitlement, according to the privilege of receiving shared revenues from the Revenue Sharing Trust Funds.

Do you believe that you have complied with ALL eligibility requirements as listed above?

Yes

No

If the answer to question above is (NO), please provide an attachment of the revenue necessary to meet your obligations because of pledges or assignments or trusts entered into which obligated funds received from revenue sharing.

Signed: Joseph Jacob Date: APRIL 18, 2011  
Chief Fiscal Official

Signed: \_\_\_\_\_ Date: APRIL 28, 2011  
Mayor or Chairman of Governing Body

**Mail completed original application to address shown below.**

**Florida Department of Revenue  
Revenue Accounting Subprocess  
PO Box 6609  
Tallahassee, FL 32314-6609  
850-617-8586  
REVENUEACCOUNTING@dor.state.fl.us**

**CITY OF WILDWOOD  
EXECUTIVE SUMMARY**

**3. NEW BUSINESS-ACTION REQUIRED g.**  
**4 General Items for Consideration Review**  
**of Logos presented by the Selection**  
**Committee for the City of Wildwood's new**  
**"City LOGO"**

**SUBJECT:** City Logo Contest  
**REQUESTED ACTION:** Board Option

Work Session (Report Only)      **DATE OF MEETING:** 3/25/11  
 Regular Meeting                       Special Meeting

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

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

**HISTORY/FACTS/ISSUES:**

Mayor & Commission,

On February 3<sup>rd</sup>, the City of Wildwood first advertised the City Logo Contest. Advertisements were placed via e-mail, schools, post office, Sumter County Govt Offices, Chamber, Daily Sun, Ocala Star Banner, Sumter Express, Social Media, TV, among others. We received one entry as far away as Illinois. The contest ended April 4<sup>th</sup> in which we received 66 submittals. Out of those submittals, 62 complied with the rules and 4 were disqualified. Doris King, Crag McDade, and I reviewed and narrowed down the selection to what we determined to be the top 5. Those top 5 are listed in order. The selected logo will receive the \$500 award. The Commission may choose to incorporate this logo as the official logo of the City of Wildwood.

Board Option with Staff Recommendation.

Regards,

Robert Smith

**3. NEW BUSINESS-ACTION REQUIRED g.**  
**4 General Items for Consideration Review**  
**of Logos presented by the Selection**  
**Committee for the City of Wildwood's new**  
**"City LOGO"**



**CITY OF WILDWOOD**  
**CITY LOGO DESIGN COMPETITION**  
**ENTRY FORM**

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

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

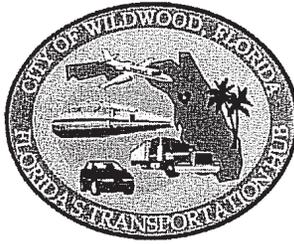
Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

I have read the conditions of entry and important notes in the City of Wildwood logo design competition and agree to be bound by these conditions and notes.

\_\_\_\_\_  
Signature

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



**3. NEW BUSINESS—ACTION REQUIRED g.**  
**4 General Items for Consideration Review**  
**of Logos presented by the Selection**  
**Committee for the City of Wildwood's new**  
**"City LOGO"**

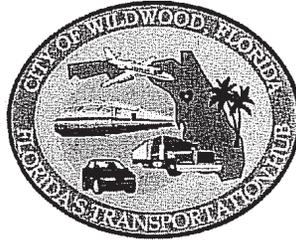
## **CITY OF WILDWOOD** **CITY LOGO DESIGN COMPETITION**

### **Conditions of Entry:**

- All Logos must include the phrase: "Florida's Transportation Hub".
- Logos can be submitted electronically or as hard copy artwork which will be reproduced as an electronic version should it be the winning entry.
- More than one design can be included.
- Please include your name, address, contact phone number, and email address with your submission.
- We would request that you provide a brief explanation of your design. This may include the meaning behind your design and how it relates to the purpose.
- The winning entrant must supply artwork at suitable resolution for both print and online use, ideally as a vector image (.ai or .eps file format) that is scalable.
- The entry must be original work of the entrant.
- You will transfer copyright and ownership of the submitted designs and source files to the City of Wildwood in exchange for the prize money.
- Following the transfer of copyright and ownership, you will not sell, transfer, or use the design.
- Once the logo design is submitted to the City for consideration, it will be a public record and the City has an obligation to provide copies upon request to any person and has no means of assuring that it will not be used by some other person.
- All questions must be submitted in writing via e-mail to: [logocontest-wildwood@cfl.rr.com](mailto:logocontest-wildwood@cfl.rr.com)

### **Important Notes:**

- The decision of the Commission and Selection Committee are final and no correspondence will be entertained.
- No material will be returned to the entrants.
- The prize will be awarded to the winning entrant, but the design may not necessarily be adopted as the logo for the City of Wildwood.
- You will submit an executed copy of the attached entry application with the design. The entry application must be attached to the outside of an envelope containing the entry design. If the entry application is not attached, the entry design will be disposed of unopened. If you file electronically, an electronic signature must be included on the entry application with the filing or the filing will be deleted.



3. NEW BUSINESS—ACTION REQUIRED g.  
4 General Items for Consideration Review  
of Logos presented by the Selection  
Committee for the City of Wildwood's new  
"City LOGO"

## **CITY OF WILDWOOD** **CITY LOGO DESIGN COMPETITION**

### **Competition Guidelines:**

As the City of Wildwood continues to grow and change, the City Commission believes that a new logo is necessary to better represent our community. The Mayor and Commission are inviting the community to enter into this competition to create and design a logo that would truly represent the City of Wildwood. The logo will become the symbol of our community throughout the City on official documents, on marquees, vehicles, etc. The City is requesting your talents to design our new logo.

### **Prize:**

The winning entry will receive a **\$500** cash prize.

### **How to Enter:**

Copies of the design brief and conditions of entry can be obtained from the City of Wildwood website [www.wildwood-fl.gov](http://www.wildwood-fl.gov) or by visiting City Hall at 100 N. Main St. Wildwood, FL 34785

### **Where to Submit Logo Design Entries:**

#### **Mail/In person:**

100 N Main St.  
Wildwood, FL 34785  
Attention: City Logo Contest

**Email:** [logocontest-wildwood@cfl.rr.com](mailto:logocontest-wildwood@cfl.rr.com)

### **When is the Deadline?**

**Deadline for submission is 5 p.m. April 4<sup>th</sup>, 2011**

### **Questions:**

All questions must be submitted in writing via e-mail to: [logocontest-wildwood@cfl.rr.com](mailto:logocontest-wildwood@cfl.rr.com)